

City of Las Vegas

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, DECEMBER 2, 2002
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMEN MACK AND WEEKLY

NOTE: EITHER OF THE TWO ALTERNATE MEMBERS OF THE REAL ESTATE COMMITTEE MAY SUBSTITUTE FOR A MEMBER OF THE REAL ESTATE COMMITTEE AT ANY TIME.

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action regarding a Memorandum of Understanding (MOU) 2002-9 between the City of Las Vegas and the Las Vegas Elks Lodge #1468 for project work in the vicinity of Charleston Boulevard and Hinson Street in association with Fire Station #5 - Ward 1 (M. McDonald)
2. 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 a pressure reducing valve box located near the northwest corner of Foremaster Lane and Bruce Street on Parcel Number 139-26-101-003 - Ward 5 (Weekly)
3. 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 a pressure reducing valve box located on Parcel Number 139-27-502-011 in the vicinity of Main Street and Owens Avenue - Ward 5 (Weekly)
4. Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Alan T. Bise for real property known as Parcel Number 138-25-516-033 located at 1313 Laurelhurst Drive Unit 34 for \$43,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)
5. Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and William Popaca for real property known as Parcel Number 138-25-516-035 located at 1313 Laurelhurst Drive Unit 36 for \$43,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)

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:

Las Vegas Library, 833 Las Vegas Boulevard North
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

53

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

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

MINUTES:

PRESENT: COUNCILMEN MACK and WEEKLY

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, and DEPUTY CITY CLERK ANGELA CROLLI

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:
Las Vegas Library, 833 Las Vegas Boulevard North
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

(3:08)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a Memorandum of Understanding (MOU) 2002-9 between the City of Las Vegas and the Las Vegas Elks Lodge #1468 for project work in the vicinity of Charleston Boulevard and Hinson Street in association with Fire Station #5 - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The MOU is associated w/the new Fire Station #5. CLV will install new curbing/sidewalk on Hinson for the driveway cut, transfer title of apx 6,930 sq. ft. to Elks for Elks' driveway for use as their trailer park, construct curbing along the new boundary line of each of the parties' property, tear down/replace E wall along trailer park, provide tie-in stub for drainage. Elks will grade/asphalt the trailer park driveway, use CLV drainage study for trailer park & route drainage water to serve the trailer park, abandon the existing 6/20/01 CLV Easement.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. MOU 2002-9
2. Disclosure

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 2, 2002

Public Works

Item 1 - Discussion and possible action regarding a Memorandum of Understanding (MOU) 2002-9 between the City of Las Vegas and the Las Vegas Elks Lodge #1468 for project work in the vicinity of Charleston Boulevard and Hinson Street in association with Fire Station #5

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate & Asset Management, advised that this MOU will start the process of going to a consultant in order to tear down and rebuild Fire Station #5 on this property. Staff recommended approval.

No one appeared in opposition.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:08 – 3:09)

1-10

**MEMORANDUM OF UNDERSTANDING #2002-09
BETWEEN THE ELKS CLUB & THE CITY OF LAS VEGAS**

This Memorandum of Understanding (referenced as "MOU") is made and entered into this _____ day of _____, 2002, between the City of Las Vegas, a political subdivision of the State of Nevada (referenced as "City") and the Las Vegas Elks Lodge #1468, a non-profit corporation (referenced as "Elks").

WHEREAS, the City is a governmental entity, which owns the real property and improvements thereon, located at 1020 Hinson, Las Vegas, Nevada, commonly known and referred to as the "Fire Station #5," ("Premises") where the current Fire Station #5 operates. Fire Station #5 is operated, and depicted on the Site Map, attached hereto as Exhibit "A", and Aerial Map, attached hereto as Exhibit "B", and

WHEREAS, the Elks is the owner of certain real property and improvements located on a parcel adjacent to the City's Fire Station #5 as depicted on the Site Map, Exhibit "A", and the Aerial Map, Exhibit "B"; and

WHEREAS, the City desires to build a new Fire Station #5 at the same site for program operation (the "Project"); and

WHEREAS, as a result of the proposed development of a new Fire Station #5, certain modifications and/or enhancements will be required on each party's property.

NOW, THEREFORE, in view of the foregoing premises, the parties agree to the following:

1. PURPOSE. This MOU is entered into for the purpose of allowing certain work by the City and Elks to occur for the Project. The following summary points are hereby agreed upon by the City and Elks and are subject to the following terms and conditions:
 - A. City will install new curbing and sidewalk on Hinson Street for the driveway cut.
 - B. City will transfer title of certain land (approximately 6,930 square feet with dimensions measuring approximately 30' wide by 231' long) to Elks for the Elks' driveway which will be used as a trailer park for the Elks.
 - C. Elks will grade and asphalt the trailer park driveway as listed above in Subsection B.
 - D. City will construct curbing along the new boundary line of each of the parties' property.

- E. City will tear down the east wall along the Elks trailer park and replace it with a new six (6) to eight (8) foot block wall taking into consideration the grade of the property.
 - F. The southern most part of the block wall leading into the Elks trailer park will remain open as entrance into the trailer park.
 - G. Elks agree to use the City's revised drainage study for the trailer park and the Elks' engineer will route drainage water from the trailer park property along the north side of the trailer park driveway to the street. City will provide tie-in stub for drainage at street at the City's expense.
 - H. City reserves the option to paint/stucco Elks perimeter wall facing the City's property at City's expense.
 - I. Elks agrees to abandon the thirty foot (30') roadway/utility easement granted by City for ingress/egress which was approved by the Las Vegas City Council on June 20, 2001 and execute the appropriate document for Abandonment of Easement.
 - J. Recording of a Quitclaim Deed and Abandonment of Easement shall not be recorded until thirty (30) days after demolition of the existing Fire Station #5.
 - K. City will reimburse Elks for additional engineering fees due to construction of the new Fire Station #5.
2. City shall sign a Right-of-Entry authorizing Elks access onto the City property to allow for the construction by Elks for their improvements to the Project.
 3. Elks shall sign a Right-of-Entry authorizing the City access onto the Elks' property to allow for the construction by the City for its Project.
 4. Elks hereby agrees to protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Elks or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Elks, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, Elks expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Elks has agreed to indemnify the City, its officers, employees and agents. If Elks fails so to do, the City shall have the right, but not the

obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Elks.

Subject to NRS Chapter 41, City hereby agrees to protect, indemnify, and hold Elks, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which Elks, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from Elks, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the City or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the City, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

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

5. The City hereby waives, and Elks hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this MOU, and the City and Elks, each waives any right of subrogation that it might otherwise have against the other party.
6. This MOU shall remain in force and effect until such time as the City agrees to accept the improvements described in this MOU and assumes responsibility therefore.
7. Upon approval of this initial MOU by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division 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 MOU. As an example, this may include amendments, changes of address, 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.
8. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Elks warrants that it has disclosed, on the form

attached hereto as Exhibit "C", all principals, including, partners of Elks, as well as all persons and entities holding more than 1% interest in Elks or any principal of Elks. Throughout the term hereof, Elks shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

By execution of this MOU by authorized representatives of the City and Elks, the City and Elks mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other related legal documents and contracts may be submitted to the Las Vegas City Council for final approval. Property conveyance documents must be submitted to the Las Vegas City Council for approval prior to recordation.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. [Signature] 11/18/02
Date

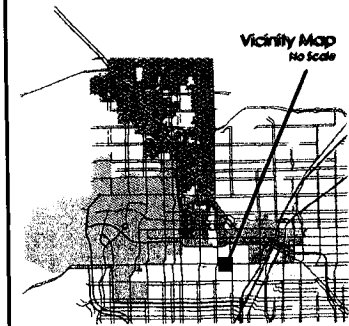
LAS VEGAS ELKS LODGE #1468

Richard "Dick" Hill
RICHARD "DICK" HILL, Chairman



Site Map

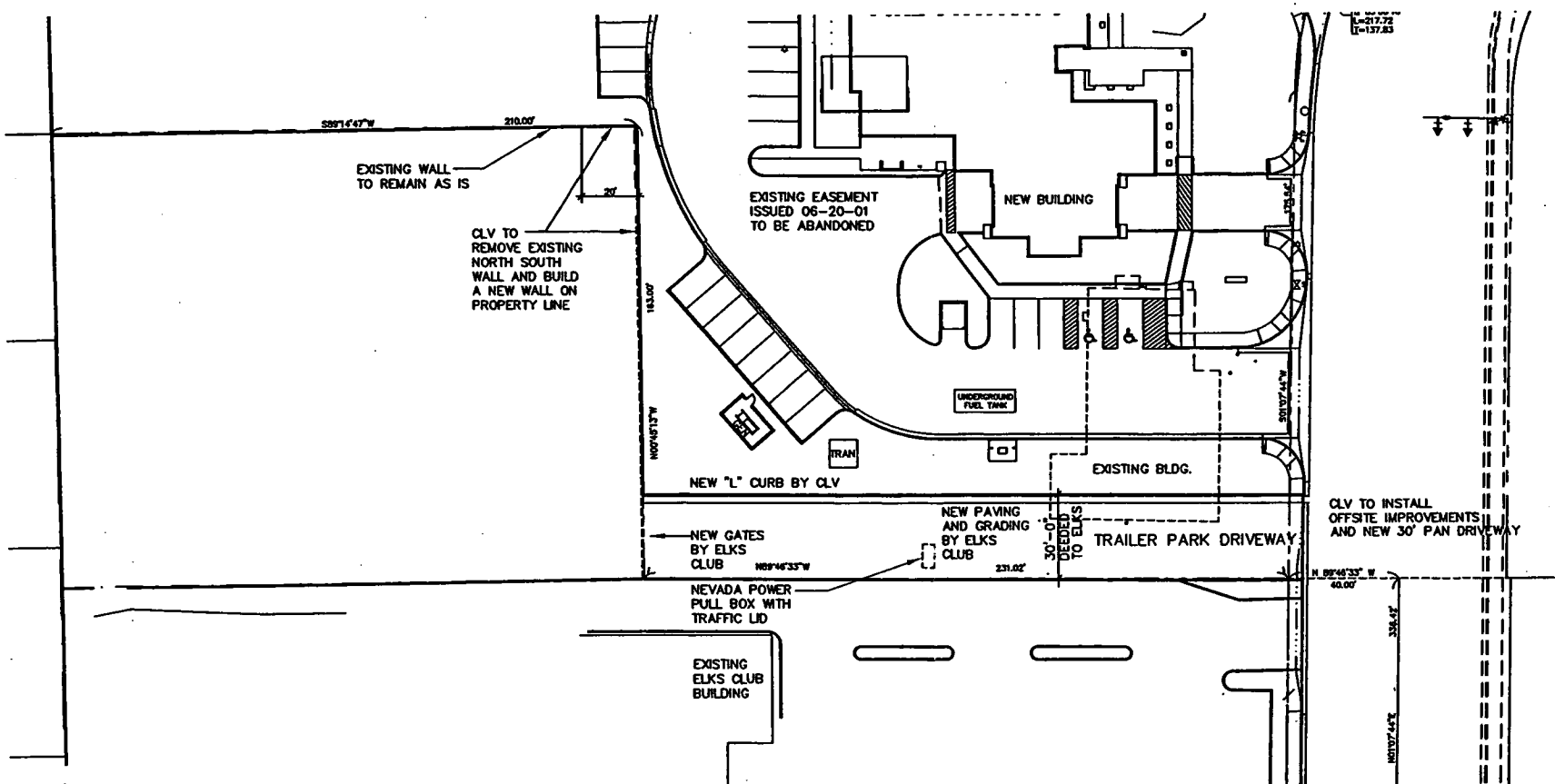
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management

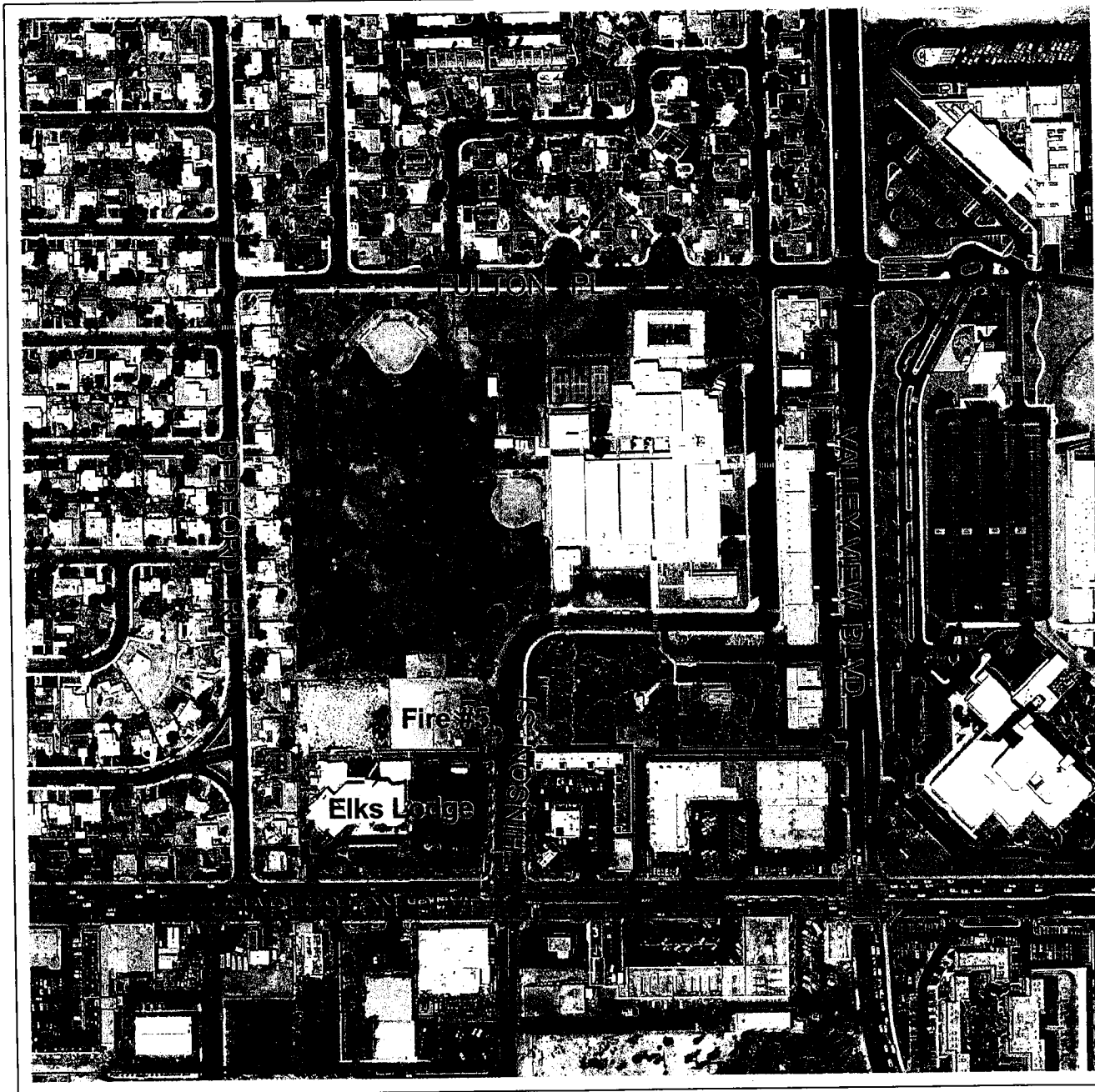


Date of Data: 2002/11/16



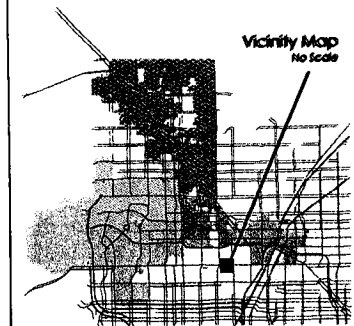
THIS DRAWING IS PROVIDED FOR REFERENCE ONLY
AND IS NOT INTENDED TO BE THE ACTUAL LEGAL
DOCUMENT FOR THESE IMPROVEMENTS AND TRANSACTIONS

EXHIBIT "B"



Site Map

-  Beltway
-  Street Centerline
-  Building Footprints
-  Parcels



Real Estate & Asset Management



Date of Data: 2002/11/07

EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity <hr/> Name Las Vegas Elys Lodge #1468 Address 4100 W. Charleston, Las Vegas NV 89102 Telephone (702) 258-3557 ENCLOSURES 88-0024533	Block 2 Description <hr/> Subject Matter of Contract/Agreement MOU 2002-9
Block 3 Type of Business <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Non-profit Corporation	

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

#	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	RICHARD C. HILL CHAIRMAN	4100 W. CHARLESTON	258-3557
2.	WILLIAM P. SEE TRUSTEE	" "	" "
3.	JAMES GRACH "	" "	" "
4.	KEITH DENNISON "	" "	" "
5.	MARTIN POSCHNIG "	" "	" "
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

[June 2000]

EXHIBIT "C"

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____
Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

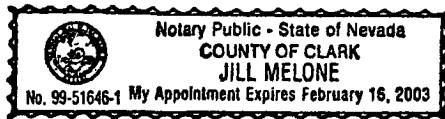
Richard C. Nue, Chairman
Name

11-21-02
Date

Subscribed and sworn to before me this 21st
day of

November, 2002.

Jill Melone
Notary Public



[June 2000]

EXHIBIT "C"

**Las Vegas Lodge No. 1468
Benevolent and Protective Order of Elks**

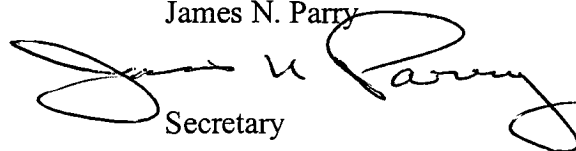
4100 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89102
PHONE (702) 258-3557
FAX (702) 258-9311

November 20, 2002

To Whom It May Concern:

Please be advised that the Chairman of the Trustees is hereby authorized to sign all documents. As approved by the Board of Trustees.

James N. Parry



Secretary

JNP:dmp

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

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 a pressure reducing valve box located near the northwest corner of Foremaster Lane and Bruce Street on Parcel Number 139-26-101-003 - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have efficient water service operations to serve their customers, LVVWD is desirous of placing a pressure reducing valve box on this parcel. A picture of a pressure reducing valve box is depicted in the Backup Documentation. The installation of the pressure reducing valve box would provide a needed service for the community.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights of Way
2. Pressure reducing valve box picture

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 2, 2002

Public Works

Item 2 - 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 a pressure reducing valve box located near the northwest corner of Foremaster Lane and Bruce Street on Parcel Number 139-26-101-003

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate & Asset Management, explained that the easement would allow for the construction of a pressure reducing box on a 10 by 6 foot area of land adjacent to the cemetery which has been leased out. This land chosen by the Water District does not impact the sale of cemetery lots. Staff recommended approval.

No one appeared in opposition.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:09 – 3:10)

1-47

ABOVE GROUND 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 NV

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 above ground facilities, 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 by the **GRANTOR** or its successors and assigns, except for utilities necessary for the operation of **GRANTEE'S** facilities within the easement.
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**.
4. The **GRANTEE** may fence the easement area at **GRANTEE'S** sole discretion to prevent unauthorized access.

EXHIBIT "A"

**10' X 20' LVVWD EASEMENT
(PRV NO. 125)**

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER (NW COR) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 27; THENCE ALONG THE NORTHERLY LINE THEREOF NORTH 89°42'26" EAST, A DISTANCE OF 573.95 FEET; THENCE SOUTH 00°17'34" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OWENS AVENUE (100.00 FEET WIDE, SAID POINT BEING THE **POINT OF BEGINNING**); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OWENS AVENUE NORTH 89°42'26" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°17'34" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°42'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°17'34" WEST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

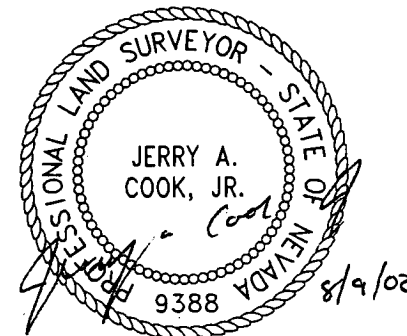
THIS PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 89°42'26" EAST BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 78, PAGE 01 OF PARCEL MAPS IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

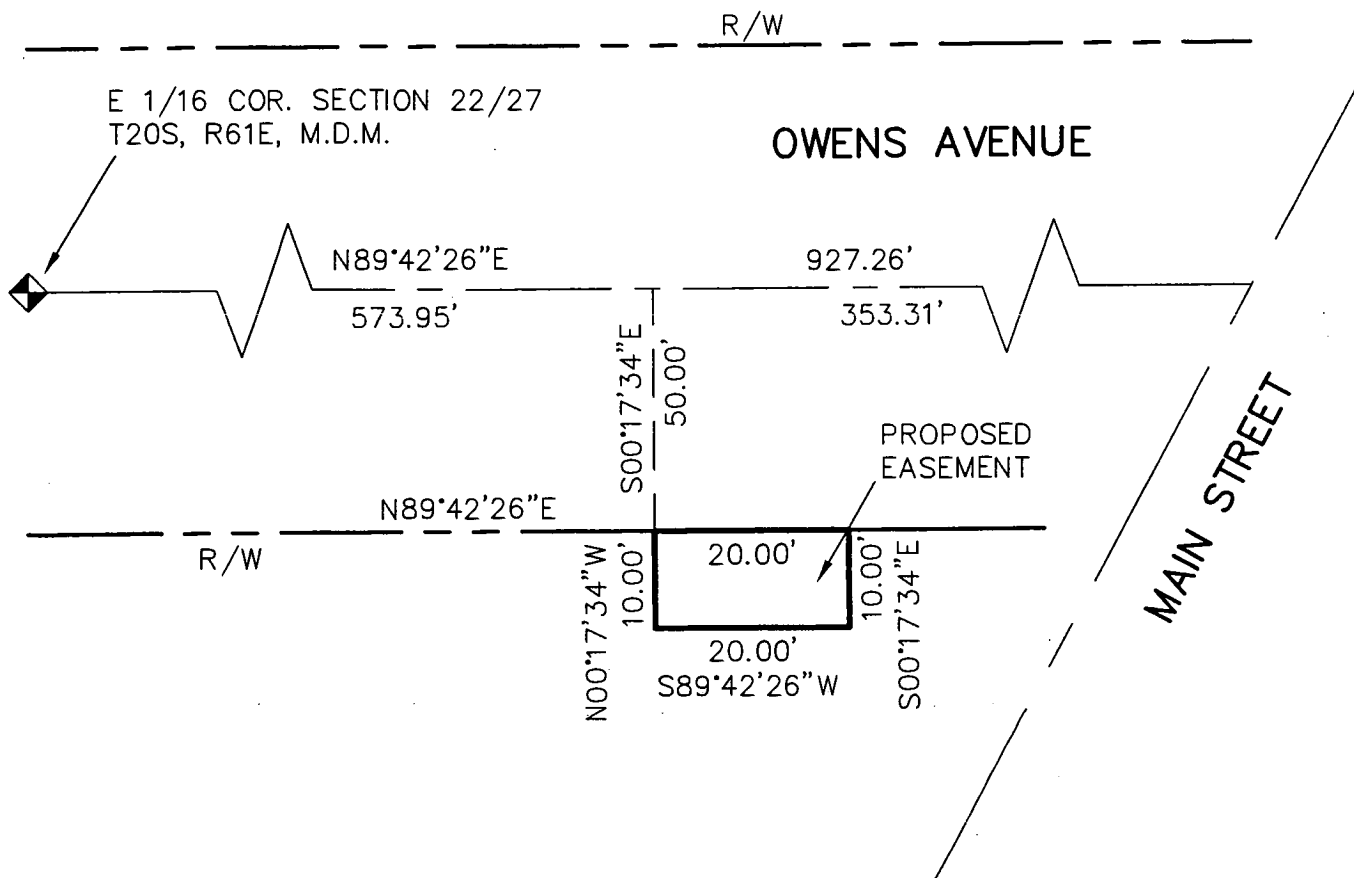
JERRY A. COOK, JR., P.L.S.
CARTER AND BURGESS, INC.
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



EXP. DATE 12/31/02



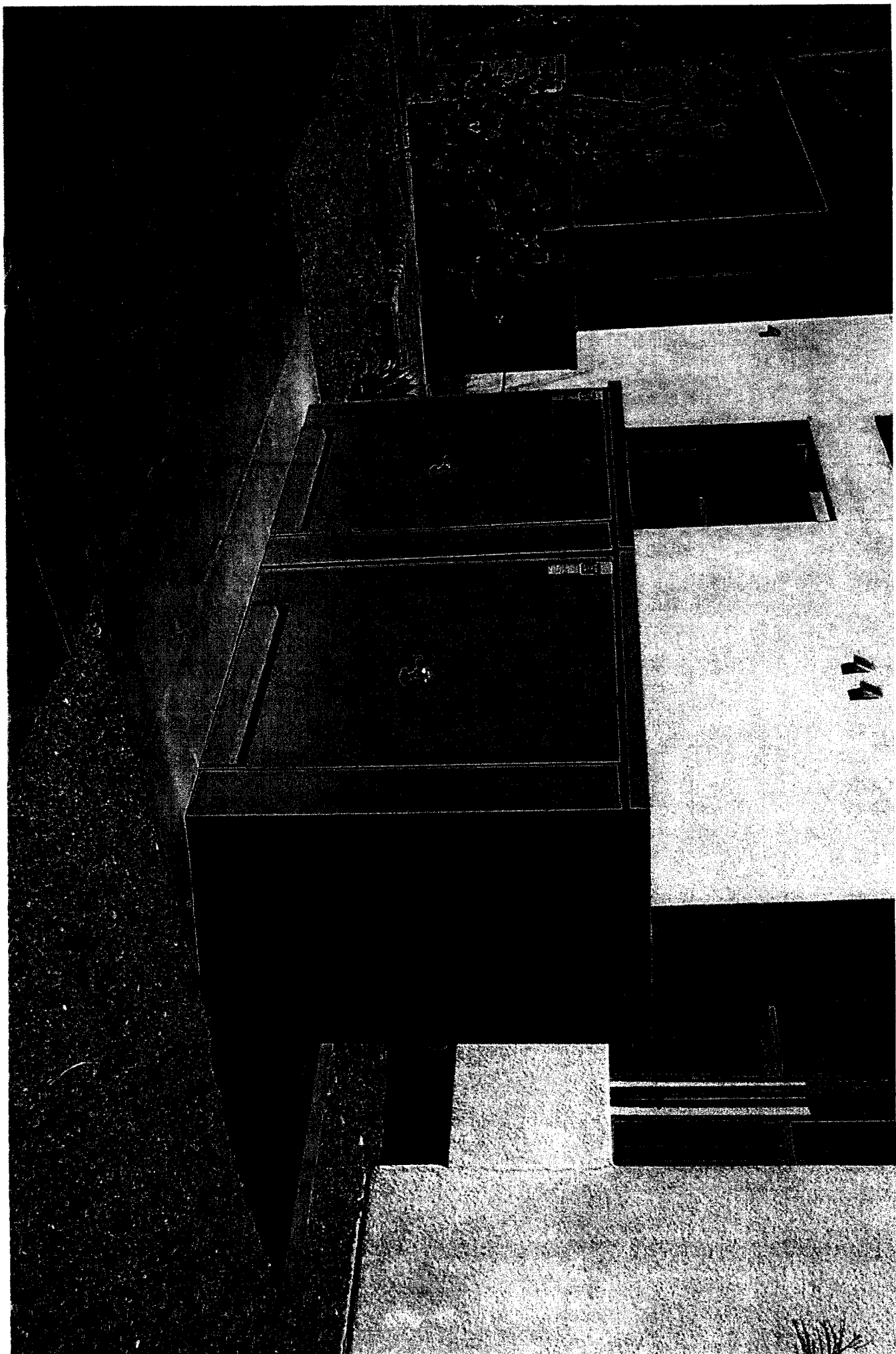
NOT TO SCALE



EASEMENT EXHIBIT "A"

LAS VEGAS VALLEY WATER DISTRICT
PRV NO. 125

Carter::Burgess
6655 BERMUDA ROAD
LAS VEGAS, NV. 89119
TELE: (702) 938-5400



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

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 a pressure reducing valve box located on Parcel Number 139-27-502-011 in the vicinity of Main Street and Owens Avenue - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have efficient water service operations to serve their customers, LVVWD is desirous of placing a pressure reducing valve box on this parcel. A picture of a pressure reducing valve box is depicted in the Backup Documentation. The installation of the pressure reducing valve box would provide a needed service for the community.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights of Way
2. Pressure reducing valve box picture

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 2, 2002

Public Works

Item 3 - 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 a pressure reducing valve box located on Parcel Number 139-27-502-011 in the vicinity of Main Street and Owens Avenue

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate & Asset Management, indicated that the easement would allow for the construction of a pressure reducing box on 10 by 6 foot land adjacent to the MASH property and near land which is proposed to be deeded to Shade Tree for a parking lot. This will not interfere with such parking lot. Staff recommended approval.

No one appeared in opposition.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:10 – 3:11)

1-79

ABOVE GROUND 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 NV

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 above ground facilities, 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 by the **GRANTOR** or its successors and assigns, except for utilities necessary for the operation of **GRANTEE'S** facilities within the easement.
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**.
4. The **GRANTEE** may fence the easement area at **GRANTEE'S** sole discretion to prevent unauthorized access.

EXHIBIT "A"

**10' X 20' LVVWD EASEMENT
(PRV NO. 124)**

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF FOREMASTER LANE (60.00 FEET WIDE) AND BRUCE STREET (WIDTH VARIES); THENCE NORTHERLY ALONG SAID CENTERLINE OF BRUCE STREET NORTH 00°05'29" EAST, A DISTANCE OF 113.25 FEET; THENCE NORTH 89°54'31" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRUCE STREET, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 89°54'31" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°05'29" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°54'31" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF BRUCE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°05'29" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

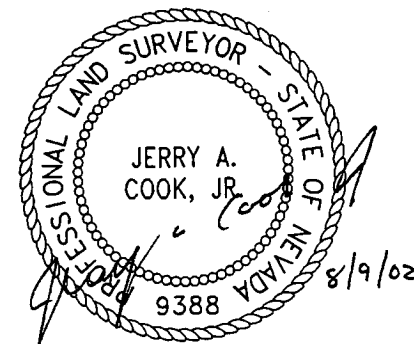
THIS PARCEL CONTAINS 200 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

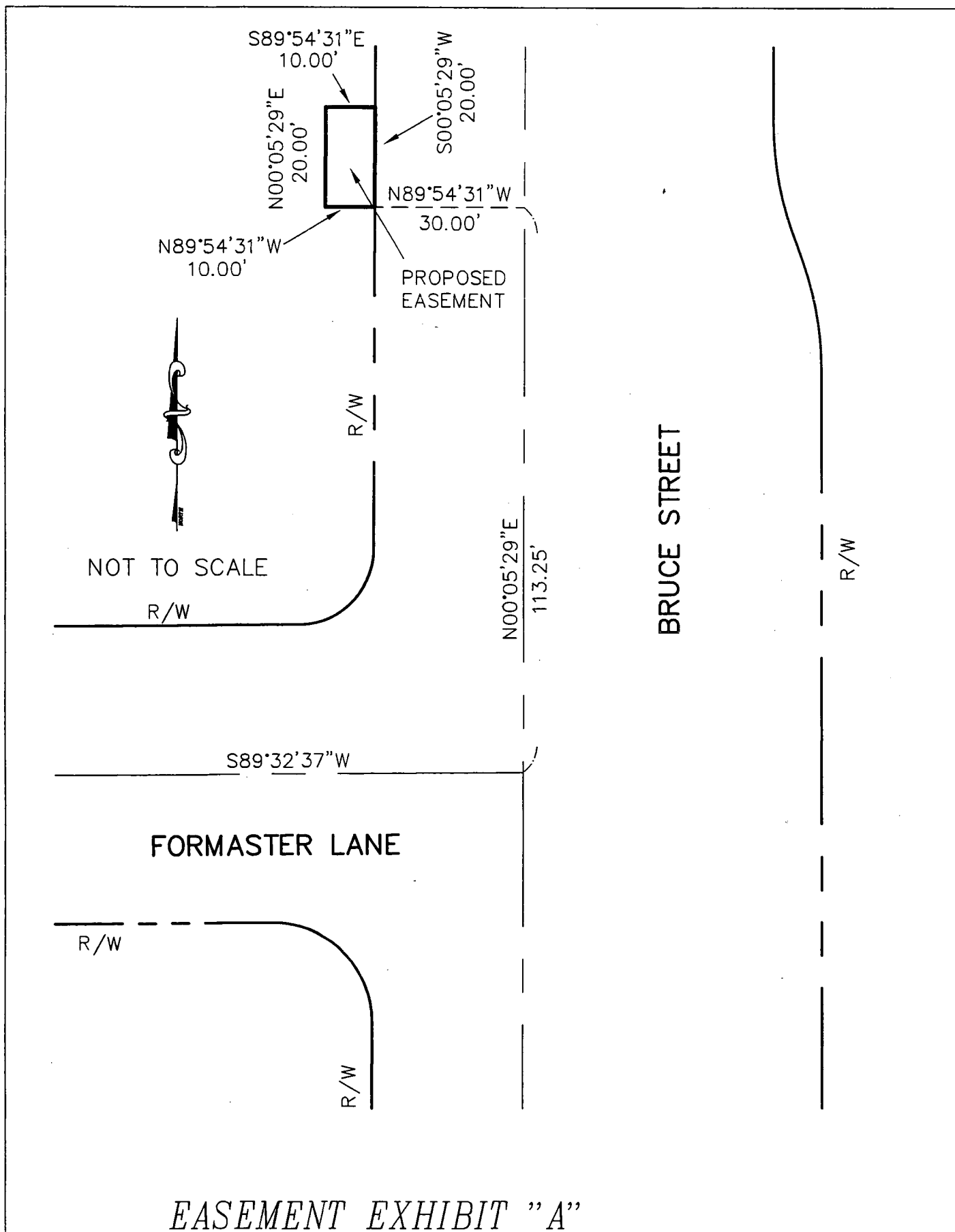
NORTH 00°05'29" EAST BEING THE EAST LINE OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 73, PAGE 91 OF SURVEYS IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

JERRY A. COOK, JR., P.L.S.
CARTER AND BURGESS, INC.
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



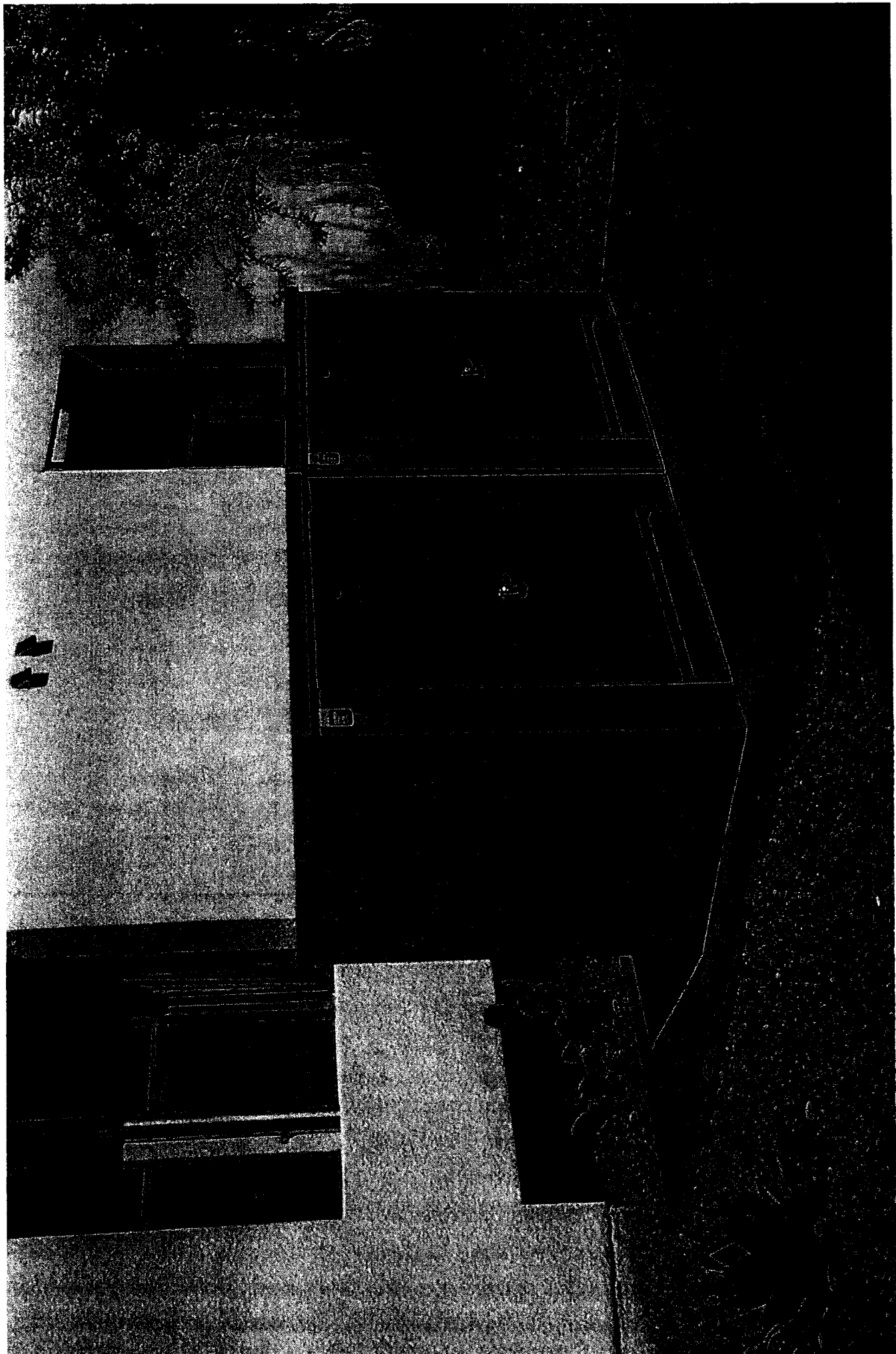
EXP. DATE 12/31/02



EASEMENT EXHIBIT "A"

LAS VEGAS VALLEY WATER DISTRICT
PRV NO. 124

Carter Burgess
 6655 BERMUDA ROAD
 LAS VEGAS, NV. 89119
 TELE: (702) 938-5400



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Alan T. Bise for real property known as Parcel Number 138-25-516-033 located at 1313 Laurelhurst Drive Unit 34 for \$43,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount: 43,000 + closing costs

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: SRF (Special Revenue Fund)

PURPOSE/BACKGROUND:

This parcel is a condo located in the vicinity of Laurelhurst Dr./Westmoreland Dr. Over 90% of the units are vacant & in disrepair, creating a safety & health problem to the area. Because a majority of the units are owned by one owner, it has made it impossible for a credible condo assoc. of all of the owners in the area to organize, thus most of the properties are in disrepair as well & subject to many building code violations. CLV wishes to purchase this property, along with 41 other individually-owned units in an effort to clean & revitalize the area.

RECOMMENDATION:

Staff recommends approval of the purchase of this property, and authorization of staff to execute all the additional documents necessary to close escrow and record title

BACKUP DOCUMENTATION:

Agreement for the Purchase of Real Property

COMMITTEE RECOMMENDATION:

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

NOTE: COUNCILMAN MACK disclosed that although his brother owns property in the vicinity, this action will not affect that property and he would vote on both Items 4 and 5.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 2, 2002

Public Works

Item 4 - Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Alan T. Bise for real property known as Parcel Number 138-25-516-033 located at 1313 Laurelhurst Drive Unit 34 for \$43,000 plus closing costs - Special Revenue Fund

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate & Asset Management, stated that the City has a purchase contract on this unit near the Wonder World property. There will be a continuation of these units coming before City Council for purchase. Staff recommended approval.

No one appeared in opposition.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:11 – 3:13)

1-113

AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 17th day of October, 2002 by and between Priority One Commercial and/or nominee (hereinafter referred to as "Buyer) and Alan T. Bise and or Assignee (hereinafter referred to as "Seller"), with reference to the following facts:

- A. Seller is the owner of Unit 34 Lot 3 of Shalimar Gardens (Residential Condominium) (the "Property") consisting of approximately 943sq.ft. of living space on a 28 x 36 lot. The Property is located at 1313 Laurelhurst Dr. Unit # 34, Las Vegas, Clark County, Nevada 89108. A Plot Plan of the residential condominium showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 138-25-516-033
- B. Seller has represented to Buyer that the Property is currently zoned **Residential Condominium** and is located in the City of Las Vegas, County of Clark, State of Nevada.
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

- 1. Purchases and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.
- 2. Purchase Price. The purchase price to be paid for Property and the improvements thereon shall be Forty Three Thousand and no/100 Dollars (\$43,000.00), all cash. Said sum shall be paid as follows: ***(The Seller shall arrange for any Tenant to vacate the Premises prior to Close of Escrow).**
 - (a) Buyer shall deposit Five Hundred Dollars (\$500.00) into escrow as earnest money (the "Deposit"). 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, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.
 - (c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Forty Two Thousand Five Hundred and no/100 Dollars (\$42,500.00).
 - (d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing.

Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. Upon approval, waiver or no notice given of Buyer's intentions with regard to the contingencies, the Deposits shall be immediately released to Seller without any further instruction required of Buyer.

3. Title to the Property. Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have **thirty (30)** working days following receipt of said report to approve the condition of title; provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

4. Disclosure of Conditions. Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller within **thirty (30)** working days of receipt by Buyer.

5. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Tina Lucero at United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder 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) to close escrow within **ten (10) days** from the expiration of the contingency period, and or Tenant has vacated the premises. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

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

(c) Seller shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in

accordance with the usual practices in Clark County, Nevada;
real property taxes shall be prorated to close of escrow;

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

(f) 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 solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance remedies only. 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.

6. Contingencies. The purchase of the Property is contingent upon:

(a) Buyer's approval of the Preliminary Title Report, a copy of **any lease agreement that exist on the "Premises"** and all documents described within the Preliminary Title Report, issued by Angie Galindo at United Title of Nevada concerning the Properties within thirty (30) business days after Buyer's receipt of same from United Title of Nevada (see paragraph 3).

(b) The expiration or Buyer's written waiver of **thirty (30) days** Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. 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. Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of **any leases**, site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been performed if any, at the request of Buyer.

(c) The above contingencies in Paragraphs 6 (a) and (b) 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. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits 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. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies. ***The Seller shall arrange for any Tenant to vacate the premises prior to Close of Escrow. The Seller agrees to indemnify, defend and save the Buyer harmless and against all claims, demands, action, suits, costs and attorney's fees arising out of or in connection with any Tenant.**

7. Offer Expiration. This offer will remain open until October 25, 2002, from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

8. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas, NV 89103, who shall be paid through escrow a commission by Seller of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

9. Notices. Any and all notices, demands, or other communications required or desired 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: Alan T. Bise
91-1353 Inelda St.
EWA HI 96706-1943

To Agent: Priority One Commercial
Attn: Cynthia Inman
Broker/Salesman/CPM
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

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.

10. **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 with 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.

11. **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, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

12. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

13. **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.

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

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

Date: October 17, 2002 Time: 2:15 /pm

Buyer:

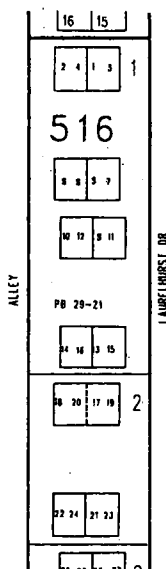

Cynthia Bruma
PRIORITY ONE COMMERCIAL

NOTES	<p>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.</p> <p>Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.</p> <p>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.</p>	MAP LEGEND	AVERAGE DA VALUE N/A	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R60E	25	N 2 NE 4	138-25-5																																																													
			<p>——— PARCEL BOUNDARY 001 PARCEL NUMBER</p> <p>——— SUBD BOUNDARY 1.00 ACREAGE</p> <p>——— ROAD EASEMENT 202 PARCEL SUB/SEQ NUMBER</p> <p>——— PW/LD BOUNDARY PB 25-45 PLAT RECORDING NUMBER</p> <p>——— NON-PARCEL LOT LINE 5 BLOCK NUMBER</p> <p>——— MATCH LINE 5 LOT NUMBER</p> <p>——— ROAD ID NUMBER GL5 GOV. LOT NUMBER</p>	<table border="1"> <tr><th>RS9E</th><th>R60E</th><th>R61E</th></tr> <tr><td>125</td><td>125</td><td>124</td></tr> <tr><td>137</td><td>138</td><td>139</td></tr> <tr><td>164</td><td>163</td><td>162</td></tr> </table>	RS9E	R60E	R61E	125	125	124	137	138	139	164	163	162	<table border="1"> <tr><td>6</td><td>5</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td>32</td><td>33</td><td>34</td><td>35</td><td>36</td></tr> </table>	6	5	4	3	2	1	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	<table border="1"> <tr><td>4</td><td>0</td><td>4</td></tr> <tr><td>5</td><td>1</td><td>5</td></tr> <tr><td>6</td><td>2</td><td>6</td></tr> <tr><td>7</td><td>3</td><td>7</td></tr> <tr><td>8</td><td>4</td><td>8</td></tr> <tr><td>5</td><td>1</td><td>5</td></tr> </table>	4	0	4	5	1	5	6	2	6	7	3	7	8	4	8	5
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APN 138-25-516

PB 29-21

SHALIMAR GARDENS



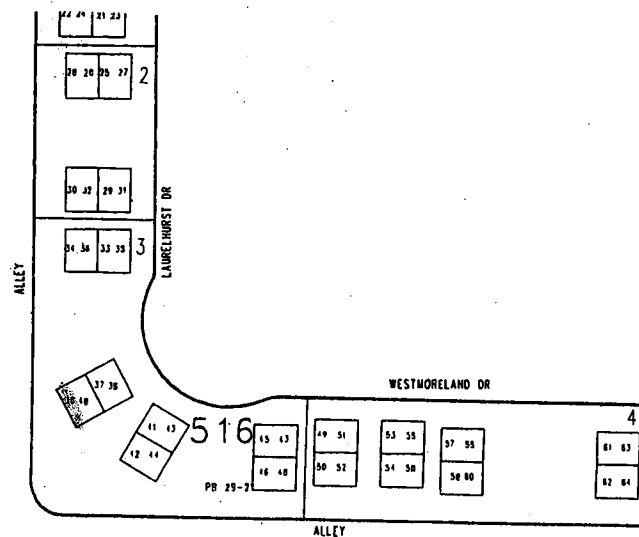
TAX DIST 200

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.		AVERAGE QA VALUE N/A	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R60E		25		N 2 NE 4		138-25-5	
	Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.			MAP LEGEND	001 PARCEL BOUNDARY	001 PARCEL NUMBER	126 125 124	6 5 4 3 2 1	0 4 8 4	DETAIL B PG 2 OF 3			
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APN 138-25-516

PB 29-21

SHALIMAR GARDENS



TAX DIST 200

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and William Popaca for real property known as Parcel Number 138-25-516-035 located at 1313 Laurelhurst Drive Unit 36 for \$43,000 plus closing costs - Special Revenue Fund - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount: \$43,000 + closing costs

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: SRF (Special Revenue Fund)

PURPOSE/BACKGROUND:

This parcel is a condo located in the vicinity of Laurelhurst Dr./Westmoreland Dr. Over 90% of the units are vacant & in disrepair, creating a safety & health problem to the area. Because a majority of the units are owned by one owner, it has made it impossible for a credible condo assoc. of all of the owners in the area to organize, thus most of the properties are in disrepair as well & subject to many building code violations. CLV wishes to purchase this property, along with 41 other individually-owned units in an effort to clean & revitalize the area.

RECOMMENDATION:

Staff recommends approval of the purchase of this property, and authorization of staff to execute all the additional documents necessary to close escrow and record title

BACKUP DOCUMENTATION:

Agreement for the Purchase of Real Property

COMMITTEE RECOMMENDATION:

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

NOTE: COUNCILMAN MACK disclosed that although his brother owns property in the vicinity, this action will not affect that property and he would vote on both Items 4 and 5.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF DECEMBER 2, 2002

Public Works

Item 5 - Discussion and possible action on a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and William Popaca for real property known as Parcel Number 138-25-516-035 located at 1313 Laurelhurst Drive Unit 36 for \$43,000 plus closing costs - Special Revenue Fund

MINUTES – Continued:

DAVID ROARK, Manager of Real Estate & Asset Management, stated that the City has a purchase contract on this condo unit near the Wonder World property. Staff recommended approval.

No one appeared in opposition.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:13 – 3:15)

1-148

AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 17th day of October, 2002 by and between Priority One Commercial and/or nominee (hereinafter referred to as "Buyer") and William Popaca and or Assignee (hereinafter referred to as "Seller"), with reference to the following facts:

- A. Seller is the owner of Unit 36 Lot 3 of Shalimar Gardens (Residential Condominium) (the "Property") consisting of approximately 943sq.ft. of living space on a 28 x 36 lot. The Property is located at 1313 Laurelhurst Dr. Unit # 36, Las Vegas, Clark County, Nevada 89108. A Plot Plan of the residential condominium showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 138-25-516-035
- B. Seller has represented to Buyer that the Property is currently zoned **Residential Condominium** and is located in the City of Las Vegas, County of Clark, State of Nevada.
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

- 1. Purchases and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.
- 2. Purchase Price. The purchase price to be paid for Property and the improvements thereon shall be Forty Three Thousand and no/100 Dollars (\$43,000.00), all cash. Said sum shall be paid as follows: ***(The Seller shall arrange for any Tenant to vacate the Premises prior to Close of Escrow).**
 - (a) Buyer shall deposit Five Hundred Dollars (\$500.00) into escrow as earnest money (the "Deposit"). 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, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.
 - (c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Forty Two Thousand Five Hundred and no/100 Dollars (\$42,500.00).
 - (d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing.

Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. Upon approval, waiver or no notice given of Buyer's intentions with regard to the contingencies, the Deposits shall be immediately released to Seller without any further instruction required of Buyer.

3. Title to the Property. Title conveyed is to be subject to encumbrances, easements, rights of way, restrictions, conditions and covenants of record as shown on a current preliminary title report with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have **thirty (30)** working days following receipt of said report to approve the condition of title; provided that if written disapproval is not received by Seller within said period, buyer shall be deemed to have accepted the condition of the title. Seller agrees to deliver, at its expense, good and merchantable title as evidenced by an CLTA policy of title insurance. Buyer, at his option, may terminate this offer to purchase and his earnest money shall be returned if the Seller fails to deliver good and merchantable title as herein provided.
4. Disclosure of Conditions. Buyer shall take title subject to declarations, covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, to be delivered to Buyer. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller within **thirty (30)** working days of receipt by Buyer.
5. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Tina Lucero at United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder 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) to close escrow within **ten (10) days** from the expiration of the contingency period, and or Tenant has vacated the premises. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.
 - (b) Promptly after the opening of escrow, Seller shall cause to be procured and delivered for Buyer's approval the Preliminary Title Report and copies of documents referred to in paragraph 3;
 - (c) Seller shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in

accordance with the usual practices in Clark County, Nevada;
real property taxes shall be prorated to close of escrow;

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

(f) 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 solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance remedies only. 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.

6. Contingencies. The purchase of the Property is contingent upon:

(a) Buyer's approval of the Preliminary Title Report, a copy of **any lease agreement that exist on the "Premises"** and all documents described within the Preliminary Title Report, issued by Tina Luero at United Title of Nevada concerning the Properties within thirty (30) business days after Buyer's receipt of same from United Title of Nevada (see paragraph 3).

(b) The expiration or Buyer's written waiver of **thirty (30) days** Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. 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. Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of **any leases**, site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the subject property that may have been performed if any, at the request of Buyer.

(c) The above contingencies in Paragraphs 6 (a) and (b) 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. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits 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. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies. ***The Seller shall arrange for any Tenant to vacate the premises prior to Close of Escrow. The Seller agrees to indemnify, defend and save the Buyer harmless and against all claims, demands, action, suits, costs and attorney's fees arising out of or in connection with any Tenant.**

7. Offer Expiration. This offer will remain open until October ²⁹~~25~~, 2002, from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

8. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas, NV 89103, who shall be paid through escrow a commission by Seller of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

9. Notices. Any and all notices, demands, or other communications required or desired 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: William Popaca
Box 17355
Honolulu HI 96817-0355

To Agent: Priority One Commercial
Attn: Cynthia Inman
Broker/Salesman/CPM
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156 fax

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.

10. **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 with 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.

11. **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, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

12. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

13. **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.

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

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

Date: October 17, 2002 Time: 2:15 /pm

Buyer:


Cynthia Sherman
PRIORITY ONE COMMERCIAL

ACCEPTANCE OF OFFER TO PURCHASE

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

Date:	Time	am/pm	Seller:
10/29/02	4:50	pm	By: <u>William T. Sopace</u>
			Its: _____
			By: _____
			Its: _____

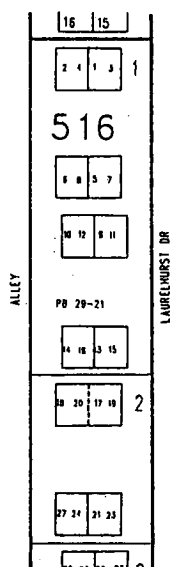
WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL.

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.		ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R60E		25		N 2 NE 4		138-25-5		
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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		202 PARCEL SUB/SEQ NUMBER PB 29-21 PLAT RECORDING NUMBER		137 138 139		Scale: 1"=100'		Rev: 09/20/93			
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		PW/LD BOUNDARY											
		NON-PARCEL LOT LINE											
		MATCH LINE											
		ROAD ID NUMBER											

APN 138-25-516

PB 29-21

SHALIMAR GARDENS



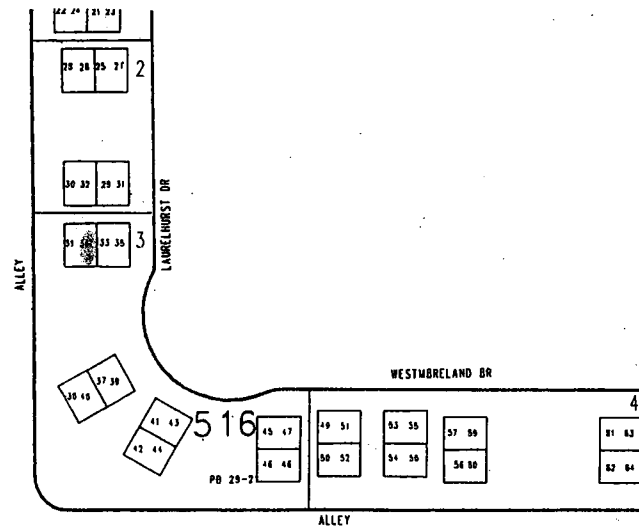
TAX DIST 200

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.	AVERAGE QA VALUE N/A	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R60E	25	N 2 NE 4	138-25-5																																																																				
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APN 138-25-516

PB 29-21

SHALIMAR GARDENS



TAX DIST 200

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 2, 2002

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:

TOM McGOWAN, Las Vegas resident, spoke regarding the homeless community and the plan for the Downtown Entertainment District. He presented designs of various properties representing different ethnicity. He encouraged the Council to give him the building at 601 Fremont Street in order to use it for community benefit, thus creating a positive note for the City of Las Vegas. Multicultural music and ambiance could be provided with limited imagination for safe entertainment for the community. All that is required for such a project is positive approval and support by the Council. No money would be involved. COUNCILMAN MACK commented that he is impressed with the plans put forth by MR. McGOWAN. MR. McGOWAN pointed out that this is not the type of project that can be done as a one-man-band.

(3:15 – 3:19)

1-171

THE MEETING ADJOURNED AT 3:15 P.M.

Respectfully submitted: _____

ANGELA CROLLI, DEPUTY CITY CLERK II
December 3, 2002