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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, MAY 19, 2003
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 an Interlocal Agreement Number 109073 with the Las Vegas Valley Water District for water service to Parcel Number 139-31-801-014 known as the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard (\$39,269 - Fire & Rescue Capital Improvement Projects) - Ward 1 (M. McDonald)
2. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for water lines and appurtenance(s) to service a portion of Parcel Number 139-31-801-014 for the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)
3. Discussion and possible action regarding a Dedication on Parcel Number 139-31-801-014 for a public drainage easement in relation to the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)
4. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a fire hydrant to service the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)
5. Discussion and possible action regarding an Interlocal Agreement Number 108978 with the Las Vegas Valley Water District for water service to Parcel Number 162-03-514-052 known as Huntridge Circle Park (\$850 - Parks Capital Improvement Projects) - Ward 3 (Reese)
6. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for water lines and appurtenance(s) to service a portion of Parcel Number 162-03-514-052 for the renovations of Huntridge Circle Park located at 1251 South Maryland Parkway - Ward 3 (Reese)
7. Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water facilities easement to service a portion of Parcel Number 138-31-501-003 known as Angel Park Golf Course located in the vicinity of Rampart Boulevard and Alta Drive - Ward 2 (L.B. McDonald)
8. Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 6280 Queen Irene Court to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson for \$11,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)
9. Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson in conjunction with their purchase of a City-owned home located at 6280 Queen Irene Court - Ward 6 (Mack)

City of Las Vegas

Real Estate Committee of May 19, 2003

Page Two

10. Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 8660 Azure Drive to Centennial Hills, LLC for \$75,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)
11. Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to Centennial Hills, LLC in conjunction with their purchase of a City-owned home located at 8660 Azure Drive - Ward 6 (Mack)
12. Discussion and possible action regarding an Agreement for the Sale of Real Property between Priority One Commercial (on behalf of the City of Las Vegas) and North Airport Center, LLC, for City-owned Parcel Numbers 139-22-313-004 through 139-22-313-010 (seven vacant lots averaging 6,907 square feet) located on Gregory Street between Elliot and Alexander Avenues (\$138,265 revenue less associated closing costs - Parks Capital Improvement Project Fund) - Ward 5 (Weekly)
13. Discussion and possible action authorizing staff to enter into negotiations with From Dreams To Reality for lease of approximately 2,800 square feet of office space located at Stupak Community Center, 300 West Boston Avenue - Ward 1 (M. McDonald)
14. Discussion and possible action authorizing staff to submit a letter to the Bureau of Land Management relinquishing approximately 0.27 acres of City-leased Bureau of Land Management land known as a portion of Parcel Number 125-20-501-002 in the vicinity of Elkhorn Road and US 95 in favor of the State of Nevada Department of Transportation for the planning and design of the Elkhorn Overpass - Ward 6 (Mack)
15. Discussion and possible action regarding a Memorandum of Lease between the City of Las Vegas and The Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)
16. Discussion and possible action regarding an Amendment Number 1 to Lease Agreement between the City of Las Vegas and The Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)
17. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
18. Discussion and possible action for Office District Parking I, Inc., as Purchaser, to enter into a Purchase and Sales Agreement with Gerry R. Alesia and Antoinette Alesia (50%), Paul Orfalea (25%), and Dennis Itule and Sheridan Itule (25%), Trustees of the Itule Family Trust dated October 19, 1987, collectively as Seller, for a parcel commonly known as 608 South Fourth Street, in the amount of \$400,000 including brokerage fees (APN 139-34-311-108) - Ward 1 (M. McDonald)
19. Discussion and possible action for Office District Parking I, Inc., as purchaser, to enter into a Purchase and Sales Agreement with Harold & Linda Foster Trust, as Seller, for a parcel commonly known as 604 South Fourth Street, in the amount of \$400,000 (APN 139-34-311-109) - 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

**REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003**

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

MINUTES:

PRESENT: COUNCILMEMBERS MACK and WEEKLY

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

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

(3:09 – 3:10)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Interlocal Agreement Number 109073 with the Las Vegas Valley Water District for water service to Parcel Number 139-31-801-014 known as the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard (\$39,269 - Fire & Rescue Capital Improvement Projects) - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount: \$39,269

Budget Funds Available

Dept./Division: Fire & Rescue

Augmentation Required

Funding Source: Fire & Rescue Capital Improvement Projects

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before LVVWD will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement #109073
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 1 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this matter is regarding the interlocal agreement required by the Water District for the water and fire hydrant facilities at Fire Station #5. Items 2 and 4 of this Agenda involve the corresponding easements. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 1 - Discussion and possible action regarding an Interlocal Agreement Number 109073 with the Las Vegas Valley Water District for water service to Parcel Number 139-31-801-014 known as the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard (\$39,269 - Fire & Rescue Capital Improvement Projects)

MINUTES - Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:12 – 3:13)

1-103

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
FIRE STATION NO. 5**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the re-development of real property located on the west side of Hinson Street, north of Charleston Boulevard, further described as Clark County Assessor's Parcel Number(s) 139-31-801-014, and has submitted plans for the re-development of a fire station, and is desirous of receiving additional potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the re-development of the real property as a fire station and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a fire station, located on the west side of Hinson Street, north of Charleston Boulevard. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.
- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CITY OF LAS VEGAS – FIRE STATION NO. 5
Master Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III


IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200_____.

APPROVED AS TO FORM:



 4/29/03
 City Attorney

ATTEST:

CITY OF LAS VEGAS

 BARBARA JO RONEMUS, City Clerk

BY: _____
 OSCAR B. GOODMAN, Mayor

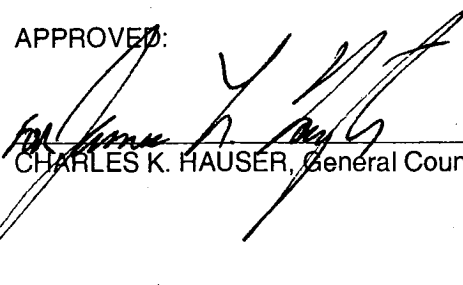
ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

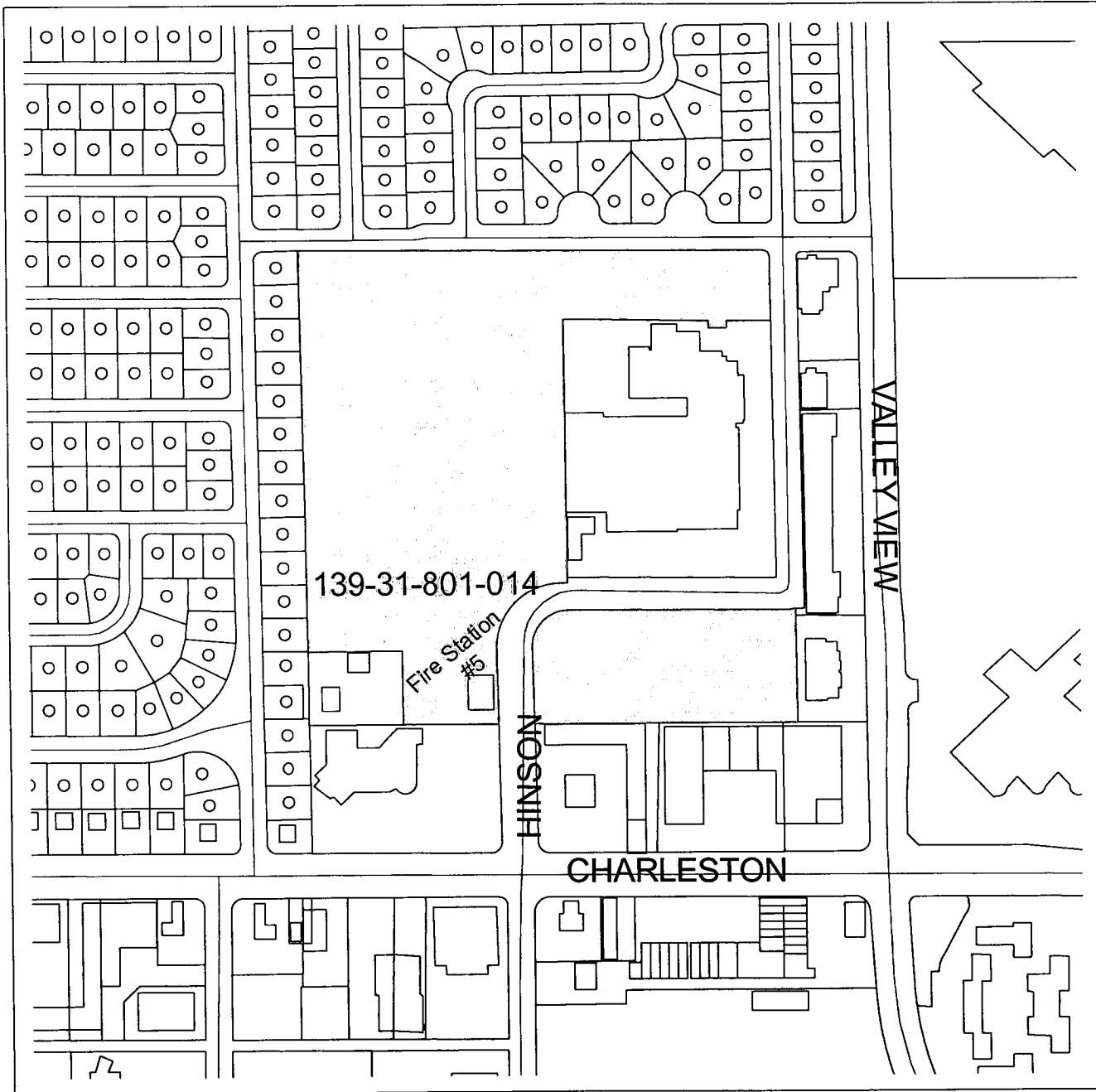
 PATRICIA MULROY, Secretary
 Las Vegas Valley Water District

BY: _____
 MYRNA WILLIAMS, President
 Board of Directors

APPROVED:

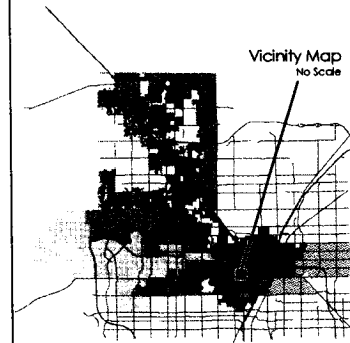


 CHARLES K. HAUSER, General Counsel



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/4/18

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 and the Las Vegas Valley Water District for water lines and appurtenance(s) to service a portion of Parcel Number 139-31-801-014 for the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City is in the process of going out to bid for the construction of the redevelopment of Fire Station #5. In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 2 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that Items 2 and 4 are regarding the corresponding easement for the interlocal agreement approved in Item 1. Item 3 involves a public drainage easement required within the City. Staff recommends approval of Items 2, 3, and 4.

See related Item 1 for other discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:13 – 3:15)

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. 139-31-801-014

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. Pambicello 4/30/03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared OSCAR B, GOODMAN 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

A.P.N. 139-31-801-014

JOB NO.: 02020

FILE: FIRE-ESMT2

DATE: 4-03-03

BY: MLY

CHK. BY: DE

DO NOT RECORD ABOVE THIS LINE

ATTACHEMENT "A"

EXPLANATION: THIS LEGAL DESCRIBES A LVVWD EASEMENT.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF CHARLESTON BOULEVARD (100 FEET WIDE) AND HINSON STREET (80 FEET WIDE); THENCE ALONG THE CENTERLINE OF SAID HINSON STREET, NORTH 01°07'44" EAST, 336.42 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 89°46'33" WEST, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID HINSON STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 01°07'44" EAST, 168.47; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 160.00 RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47°37'21", AN ARC LENGTH OF 132.99 FEET TO THE POINT OF BEGINNING TO WHICH A RADIAL LINE BEARS, NORTH 41°14'55" WEST; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 41°14'55" WEST, 15.00 FEET TO THE POINT OF ENDING.

THE SIDE LINES OF THIS STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY OF HINSON STREET AND PERPENDICULAR TO THE POINT OF ENDING.

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

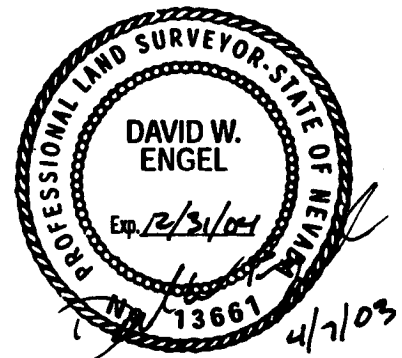
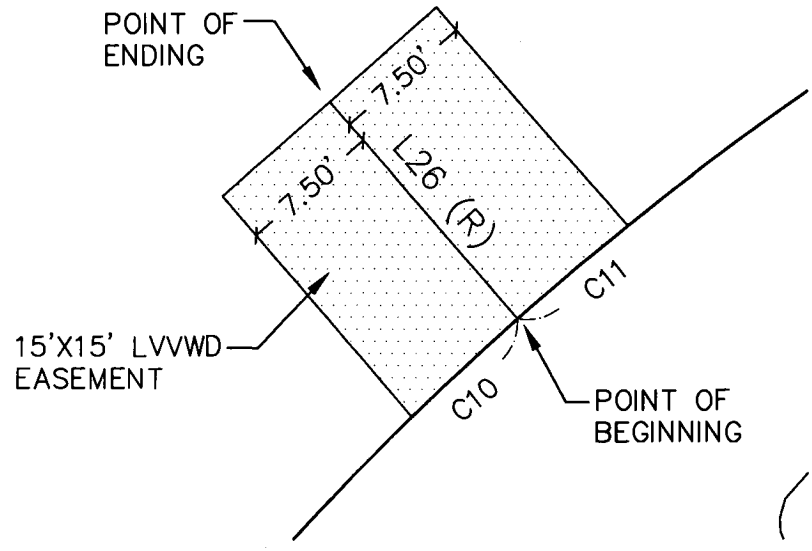
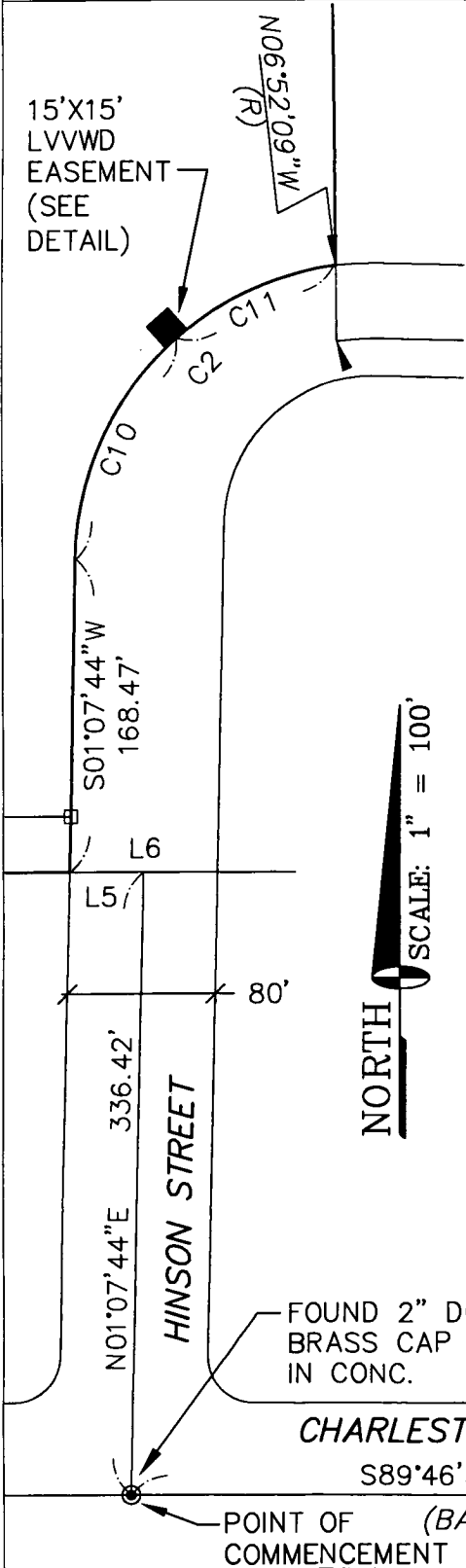


EXHIBIT "A"



LINE TABLE		
LINE	LENGTH	BEARING
L5	40.00	N89°46'33\"W
L6	80.01	N89°46'33\"W
L26 (R)	15.00	N41°14'55\"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C2	228.99	160.00	82°00'07\"
C10	132.99	160.00	47°37'21\"
C11	96.01	160.00	34°22'47\"

PATH: I:\CIVIL\ASTEC\FIRE STA 5\6X6ESMT.DWG
 DATE: 04/02/03
 JOB #: #02020
 SCALE: 1" = 100'

LVVWD EASEMENT
 PT. OF THE (SW1/4) OF THE (SE1/4)
 SECT. 31, T20S, R61E, M.D.M.



7351 W. CHARLESTON BLVD.
 SUITE 120
 LAS VEGAS, NEVADA 89117
 OFFICE: (702) 367-7705
 FAX: (702) 367-8733

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Dedication on Parcel Number 139-31-801-014 for a public drainage easement in relation to the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Dedication is necessary for a public drainage easement, over, across and under, Parcel Number 139-31-801-014 to serve Fire Station #5, located at 1020 Hinson Street.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

- 1. Dedication
- 2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 3 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Items 1 and 2 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:13 – 3:15)

APN: 139-31-801-014

DEDICATION

The CITY OF LAS VEGAS, a municipal corporation of the County of Clark, State of Nevada (the "Dedicator" herein) does hereby dedicate for the public use, a public drainage easement, over, across and under, that certain tract or parcel of land located in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

**FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED
HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

APN: 139-31-801-014
FOR: Fire Station #5

APN: 139-31-801-014

IN WITNESS WHEREOF, the Dedicator has hereunto caused this Dedication to be executed by its duly authorized representatives this ___ day of _____, 2003.

CITY OF LAS VEGAS, a Municipal Corporation

BY: _____
OSCAR GOODMAN, MAYOR

ATTEST: _____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. P. Roberts 4/30/03
DEPUTY CITY ATTORNEY DATE

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

On _____ before me the undersigned, a
Notary Public,
(date)

_____ personally
known

(person(s) appearing before notary)

(or proved) to me to be the person whose name is
subscribed to the above instrument
who acknowledged that ___ he ___ executed the instrument.

NOTARY PUBLIC in and for said County and State

WHEN RECORDED, MAIL TO:

City of Las Vegas
Real Estate & Asset Management
400 E. Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

EXHIBIT "A"

A.P.N. 139-31-801-014

JOB NO.: 02020

FILE: DRAINAGE-ESMT.DOC

DATE: 4-03-03

BY: MLY

CHK. BY: DE

DO NOT RECORD ABOVE THIS LINE

EXPLANATION: THIS LEGAL DESCRIBES A DRAINAGE EASEMENT

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF CHARLESTON BOULEVARD (100.00 FEET WIDE) AND HINSON STREET (80.00 FEET WIDE); THENCE ALONG THE CENTERLINE OF SAID HINSON STREET, NORTH 01°07'44" EAST, 336.42 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 89°46'33" WEST, 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID HINSON STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 01°07'44" EAST, 54.85 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 88°52'16" WEST, 10.23 FEET; THENCE NORTH 89°46'33" WEST, 115.07 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 47.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 48°23'55", AN ARC LENGTH OF 39.70 FEET; THENCE NORTH 41°22'38" WEST, 69.36 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 29°48'06", AN ARC LENGTH OF 31.21 FEET TO A POINT TO WHICH A RADIAL LINE BEARS, SOUTH 78°25'27" WEST; THENCE SOUTH 89°14'47" WEST, 14.09 FEET TO THE POINT OF ENDING.

THE SIDE LINES OF THIS STRIP OF LAND ARE TO BE LENGTHENED OR SHORTEDNED TO INTERSECT ON THE WESTERLY RIGHT-OF-WAY OF HINSON STREET AND PERPENDICULAR TO THE POINT OF ENDING.

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

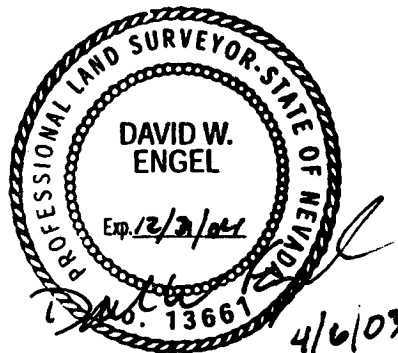
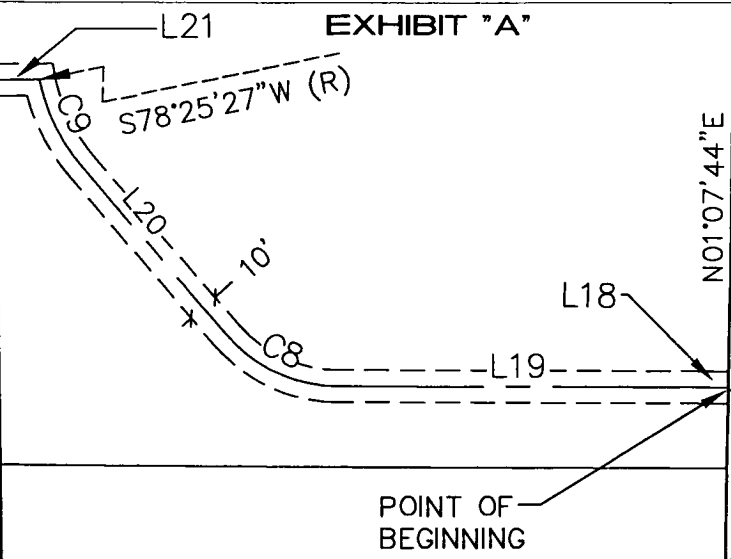


EXHIBIT "A"

NORTH
SCALE: 1" = 60'

POINT OF ENDING

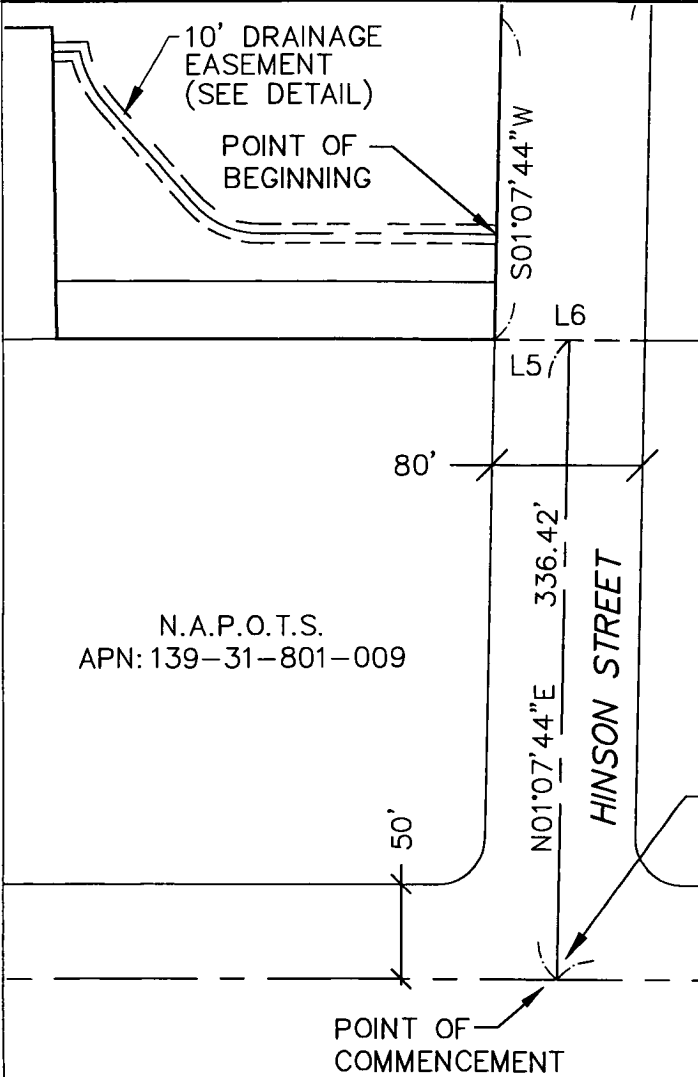


N01°07'44"E

HINSON STREET

POINT OF BEGINNING

L6



N.A.P.O.T.S.
APN: 139-31-801-009

HINSON STREET

NORTH
SCALE: 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L5	40.00	N89°46'33"W
L6	80.01	N89°46'33"W
L18	10.23	N88°52'16"W
L19	115.07	N89°46'33"W
L20	69.36	N41°22'38"W
L21	14.09	S89°14'47"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	39.70	47.00	48°23'55"
C9	31.21	60.00	29°48'06"

FOUND 2" DOMED BRASS CAP IN CONC.

FND. 2" B.C. E1/16 COR., SEC. 31

CHARLESTON BOULEVARD

S89°46'33"E 852.41'

(BASIS OF BEARINGS)

POINT OF COMMENCEMENT

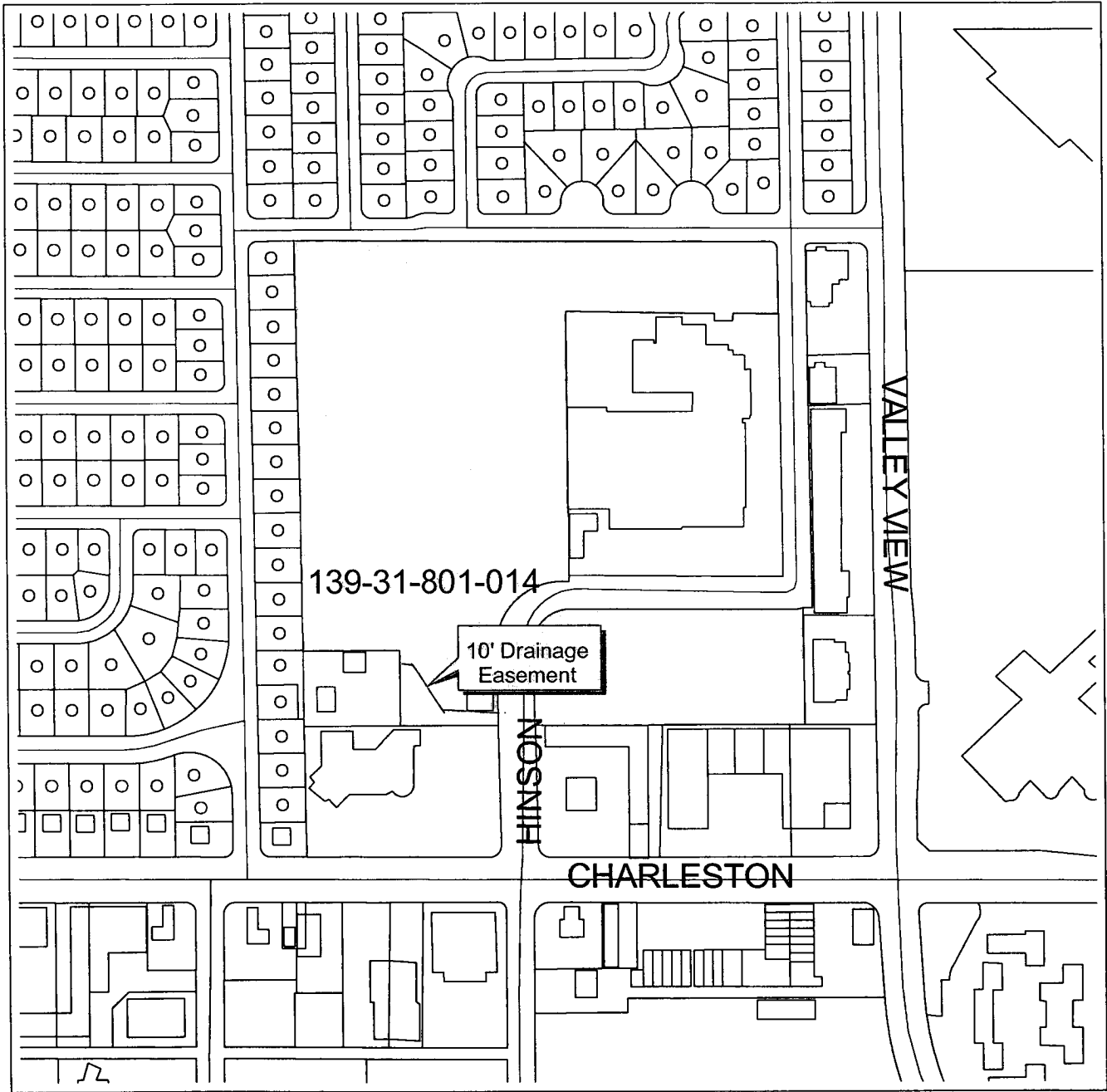
PATH:I:\CIVIL\ASTEC\FIRE STA 5\~DRAINAGE-ESMT-EXHIB

DATE: 04/02/03
JOB #: #02020
SCALE: 1" = 100'

DRAINAGE EASEMENT
PT. OF THE (SW1/4) OF THE (SE1/4)
SECT. 31, T20S, R61E, M.D.M.

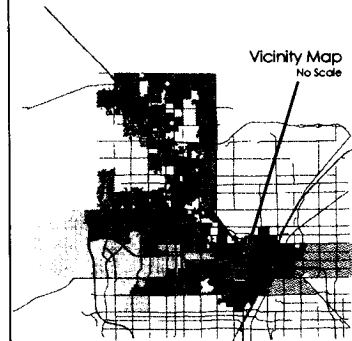
SPECTRUM
SURVEYING
ENGINEERING

7351 W. CHARLESTON BLVD.
SUITE 120
LAS VEGAS, NEVADA 89117
OFFICE: (702) 367-7705
FAX: (702) 367-8733



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/18/4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 and the Las Vegas Valley Water District for a fire hydrant to service the redevelopment of Fire Station #5 located in the vicinity of Hinson Street and Charleston Boulevard - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City is in the process of going out to bid for the construction of Fire Station #5. In order to have a fire hydrant to service the site, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of the fire hydrant and appurtenances.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 4 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Items 1 and 2 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:13 – 3:15)

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. 139-31-801-014 (Fire Station #5 Hydrant)

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. Ponticello 4/30/03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared OSCAR B, GOODMAN 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

A.P.N. 139-31-801-014

JOB NO.: 02020

FILE: FIRE-ESMT1.DOC

DATE: 4-03-03

BY: MLY

CHK. BY: DE

DO NOT RECORD ABOVE THIS LINE

ATTACHMENT "A"

EXPLANATION: THIS LEGAL DESCRIBES A HYDRANT EASEMENT

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 6.00 FEET IN WIDTH, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF CHARLESTON BOULEVARD (100 FEET WIDE) AND HINSON STREET (80 FEET WIDE); THENCE ALONG THE CENTERLINE OF SAID HINSON STREET, NORTH 01°07'44" EAST, 336.42 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 89°46'33" WEST, 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID HINSON STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 01°07'44" EAST, 162.33 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY; NORTH 88°52'16" WEST, 6.00 FEET TO THE POINT OF ENDING.

THE SIDE LINES OF THIS STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT THE WESTERLY RIGHT-OF-WAY OF HINSON STREET AND PERPENDICULAR TO THE POINT OF ENDING.

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

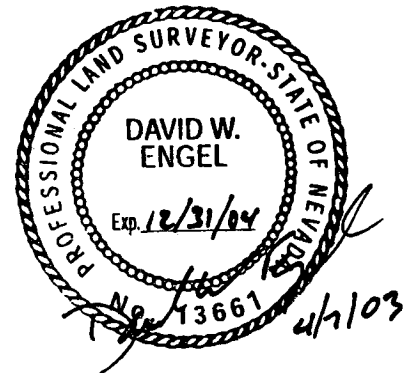
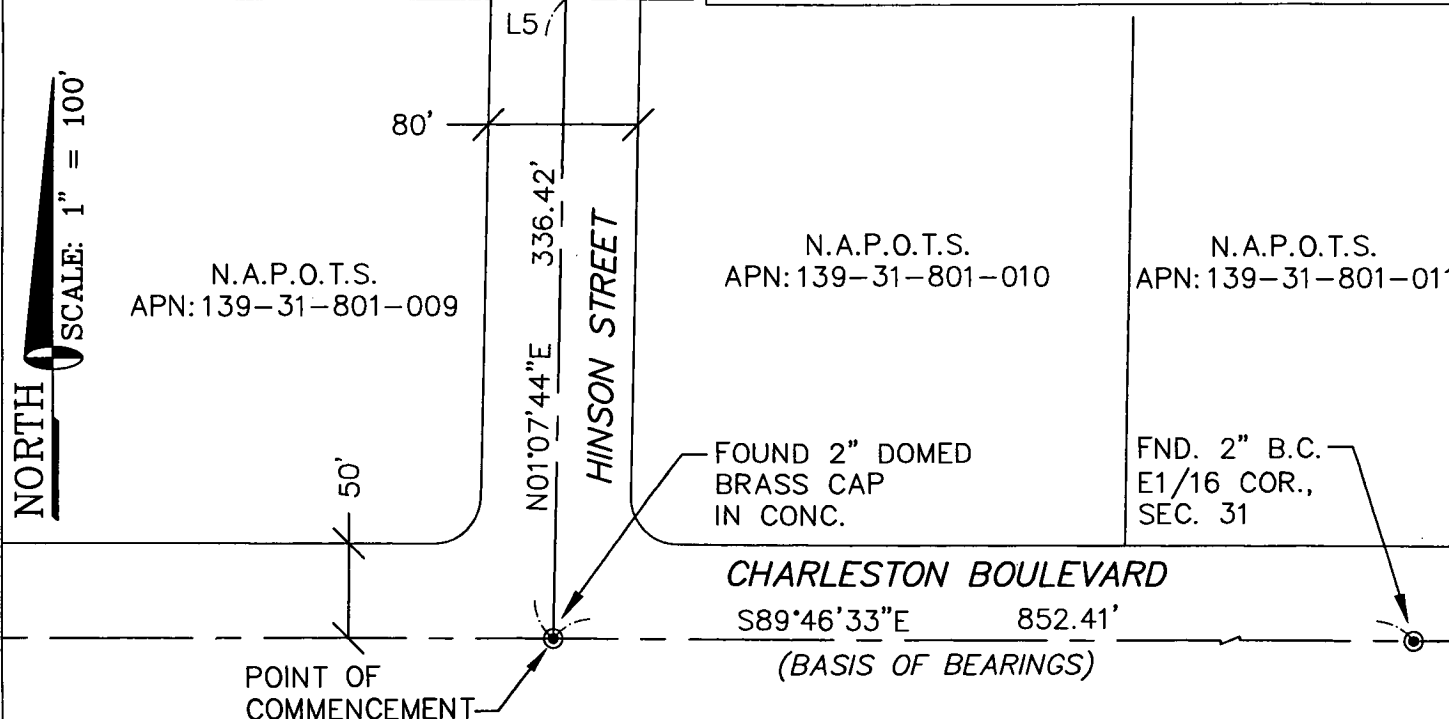
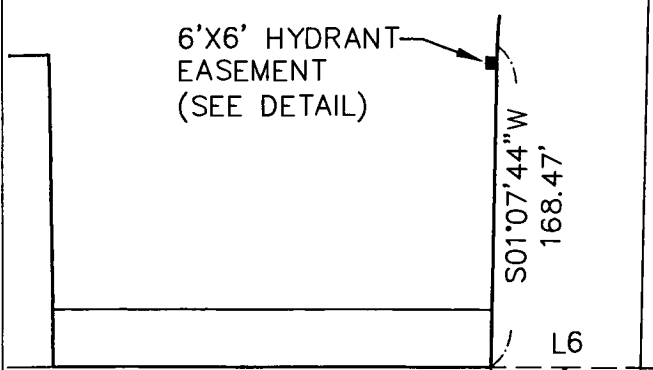
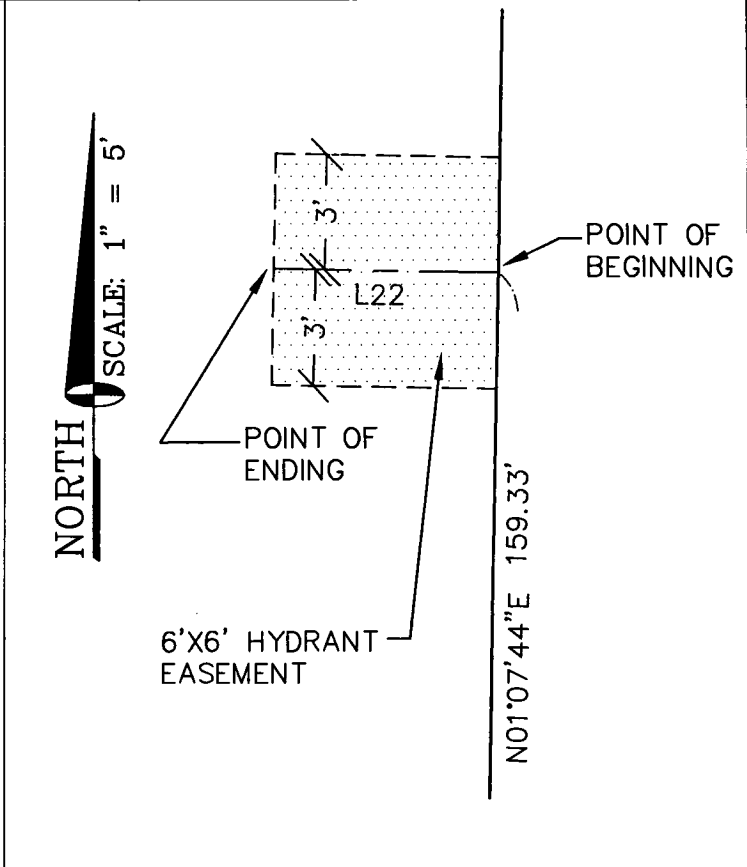


EXHIBIT "A"

LINE TABLE		
LINE	LENGTH	BEARING
L5	40.00	N89°46'33"W
L6	80.01	N89°46'33"W
L22	6.00	N88°52'16"W



PATH: I:\CIVIL\ASTEC\FIRE STA 5\~6X6HYD-ESMT-EXHIB

DATE: 04/02/03	FIRE HYDRANT EASEMENT PT. OF THE (SW1/4) OF THE (SE1/4) SECT. 31, T20S, R61E, M.D.M.
JOB #: #02020	
SCALE: 1" = 100'	

	7351 W. CHARLESTON BLVD.
	SUITE 120
	LAS VEGAS, NEVADA 89117
	OFFICE: (702) 367-7705
	FAX: (702) 367-8733

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Interlocal Agreement Number 108978 with the Las Vegas Valley Water District for water service to Parcel Number 162-03-514-052 known as Huntridge Circle Park (\$850 - Parks Capital Improvement Projects) - Ward 3 (Reese)

Fiscal Impact

No Impact

Amount: \$850

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Parks Capital Improvement Projects

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement must be executed.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 5 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that the agreement is required by the Water District in order to supply water to this location. The current water facilities are being relocated due to renovation. Item 6 involves the corresponding easement. Staff recommends approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:15 – 3:17)

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
HUNTRIDGE CIRCLE PARK RENOVATIONS**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in a park renovation project, generally located on Maryland Parkway, between Charleston Boulevard and Franklin Avenue, further described as Clark County Assessor's Parcel Number(s) 162-03-514-052, and is desirous of continuing to receive potable water from the DISTRICT; and

WHEREAS, the CITY desires to design and construct modifications to existing water facilities, and other appurtenant work as part of said project within the DISTRICT's service area; and

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**HUNTRIDGE CIRCLE PARK RENOVATIONS
Utility Plan and Traffic Plan**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to be not less than twenty (20) feet in width and perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

- O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 2003.

APPROVED AS TO FORM:

J. P. ... 4/28/03

City Attorney

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

APPROVED:

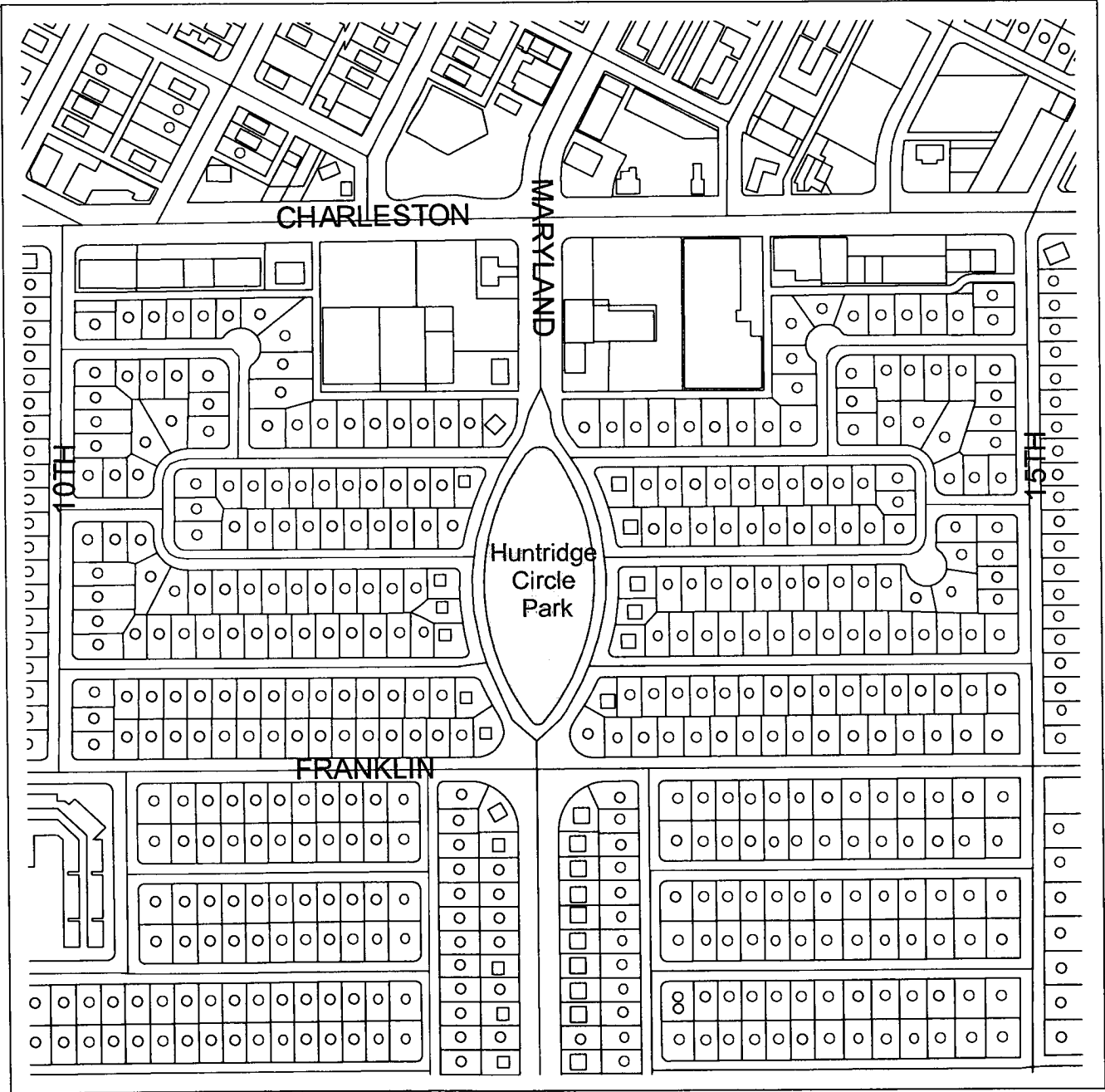
Charles K. Hauser
CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

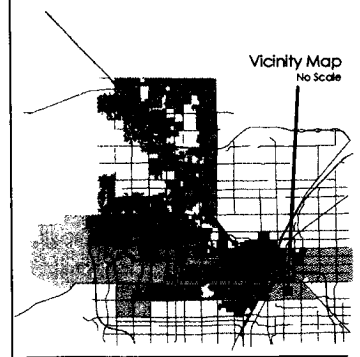
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
MYRNA WILLIAMS, President
Board of Directors



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/05/07

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 and the Las Vegas Valley Water District for water lines and appurtenance(s) to service a portion of Parcel Number 162-03-514-052 for the renovations of Huntridge Circle Park located at 1251 South Maryland Parkway - Ward 3 (Reese)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City is in the process of renovating Huntridge Circle Park. In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to Las Vegas Valley Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 6 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 5 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:15 – 3:17)

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.

5/21/03

Item# _____

A.P.N. 162-03-514-052

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. P. [Signature] 4/30/03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared OSCAR B, GOODMAN 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



April 23, 2003
D. Layton / B. Stutzman
Ptn. of APN: 162-03-514-052

Exhibit "A"

Explanation

This legal describes an easement in favor of the Las Vegas Valley Water District for water purposes over a parcel of land generally located on Maryland Parkway, south of Charleston Boulevard..

Legal Description

A portion of Block 26 as shown in that certain final map entitled "Huntridge Subdivision-Tract 2", recorded in Book 2, Page 37 of Plats, on file at the Clark County, Nevada Recorder's Office, lying within the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 3, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the northeast corner of said Section 3, being at the centerline intersection of Charleston Boulevard and Maryland Parkway; thence along the centerline of said Maryland Parkway, South 01°10'55" West, 498.96 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 580.00 feet, from which beginning the radius bears South 43°36'12" East; thence southerly along said centerline and curve to the left, through a central angle of 52°26'37", an arc length of 530.88 feet; thence departing said centerline along a radial line, North 83°57'11" East, 30.00 feet to the east right of way of said Maryland Parkway, being the **Point of Beginning**; thence departing said east right of way, North 83°32'18" East, 6.00 feet; thence South 06°21'34" East, 6.00 feet; thence South 83°32'18" West, 6.00 feet to said east right of way and the beginning of a non-tangent curve concave to the northeast, having a radius of 550.00 feet, from which beginning the radius bears North 83°19'41" East; thence northerly along said right of way and curve to the right, through a central angle of 00°37'30", an arc length of 6.00 feet to a point of non-tangency to which a radial line bears South 83°57'11" West and the **Point of Beginning**.

Containing 36 square feet, more or less.

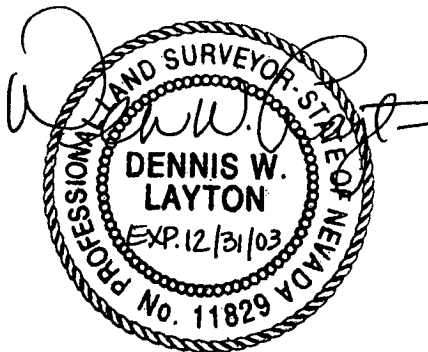
Said Parcel is delineated on Exhibit "B" attached hereto and made a part hereof.

Basis of Bearings

South 01°10'55" West, being the centerline of Maryland Parkway south of Charleston Boulevard as shown in File 111, Page 52 of Surveys on file at the Clark County, Nevada Recorder's Office.

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada Certificate No. 11829

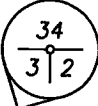


4/23/03

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

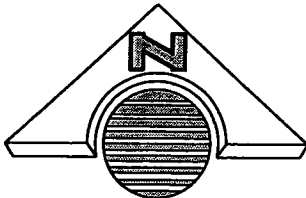
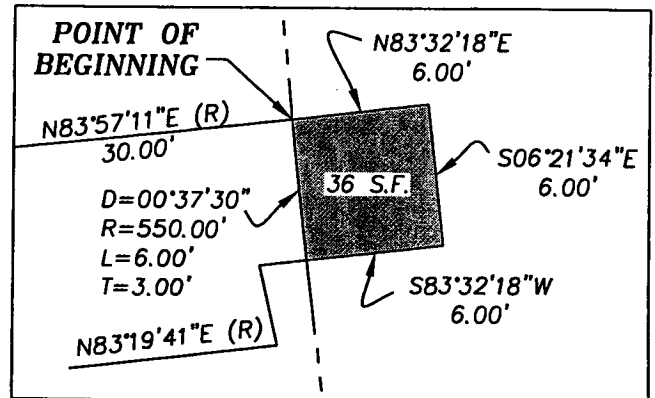
CHARLESTON BOULEVARD

POINT OF COMMENCEMENT



DETAIL "A"

NOT TO SCALE



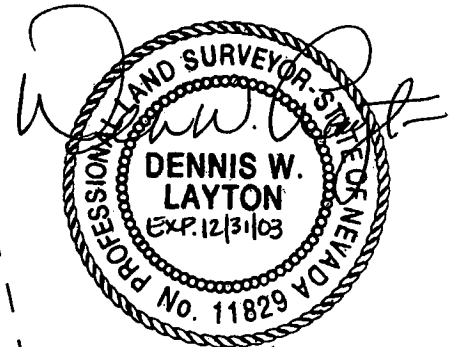
MARYLAND PARKWAY
 S01°10'55"W 498.96'
 BASIS OF BEARING
 S43°36'12"E (R)

FRANCIS AVENUE

FRANCIS AVENUE

D=52°26'37"
 R=580.00'
 L=530.88'
 T=285.67'

SECTION LINE



4/23/03

JESSICA AVENUE

JESSICA AVENUE

BLOCK 26
 BOOK 2, PAGE 37
 OF PLATS
 APN: 162-03-514-052

POINT OF BEGINNING

SEE DETAIL "A"
 6'X6' L.V.V.W.D. EASEMENT
 36 SQUARE FEET

N83°57'11"E (R)
30.00'

SECTION 3, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 190
 LAS VEGAS, NEVADA 89144
 PHONE (702) 228-5066
 FAX (702) 228-0677
 WWW.HORIZONSURVEYS.COM



EXHIBIT 'B' TO ACCOMPANY
 LEGAL DESCRIPTION

HUNTRIDGE PARK

SCALE:	SCALE: 1"=100'
JOB NO.:	412.012.02
DWG.:	412012HYDRANT
DRAWN BY:	B.STUTZMAN
DATE:	4/23/03
SHEET	1 OF 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 and the Las Vegas Valley Water District for a water facilities easement to service a portion of Parcel Number 138-31-501-003 known as Angel Park Golf Course located in the vicinity of Rampart Boulevard and Alta Drive - Ward 2 (L.B. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to Las Vegas Valley Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 7 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that this involves an easement for the relocation of a water meter and a fire hydrant where a right turnout lane is to be installed, near Angel Park Golf Course. Staff recommends approval.

COUNCILMAN MACK questioned the current ownership of Angel Park. MR. ROARK indicated that Angel Park was taken over by the bank that owns the note and is operating with the same management company that has been there for two years. A new management company would have to be approved by the City Council. DEPUTY CITY MANAGER HOUCHEMS noted that the involvement of the City currently is on discussions of the liquor license.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 7 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water facilities easement to service a portion of Parcel Number 138-31-501-003 known as Angel Park Golf Course located in the vicinity of Rampart Boulevard and Alta Drive

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:17 – 3:19)

1-253

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**.

W I T N E S S E T H:

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**.

...
...

5/21/03

Item# _____

A.P.N. 138-31-501-003

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 _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 5-1-03
DEPUTY CITY ATTORNEY DATE

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2003, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN 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



March 18, 2003
M. Smith / D. Layton
HS Job # 410.008.03

Exhibit 'A'

Explanation

This legal describes an easement in favor of the Las Vegas Valley Water District, generally located on the west side of Rampart Boulevard, north of Alta Drive.

Legal Description

A portion of the land as described in a deed to the City of Las Vegas, Nevada recorded April 8, 1963 in Book 0435, Instrument No. 0350687, of Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 32, being a point on the centerline of Rampart Boulevard; thence along said centerline, North 00°32'39" West, 86.15 feet; thence departing said centerline, South 89°27'21" West, 62.00 feet to the **Point of Beginning**; thence South 89°27'19" West, 15.00 feet; thence North 00°32'41" West, 30.00 feet; thence North 89°27'19" East, 15.00 feet; thence South 00°32'41" East, 30.00 feet to the **Point of Beginning** (attached hereto is a plat labeled Exhibit 'B' and by this reference made a part hereof).

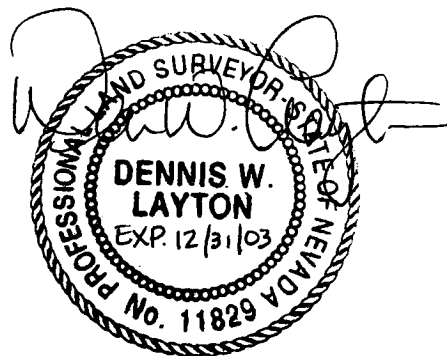
Containing 450 square feet, more or less.

Basis of Bearings

South 89°31'58" West, being the north line of Parcel 1 as shown in File 83, Page 86 of Parcel Maps on file at the Clark County, Nevada Recorder's Office.

End of Legal Description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada Certificate No. 11829



3/19/03



CITY OF LAS VEGAS
 ANGEL PARK GOLF COURSE
 BOOK 0435, INST: 0350687
 OFFICIAL RECORDS OF CLARK COUNTY, NEVADA
 APN: 138-31-501-003

LAS VEGAS VALLEY
 WATER DISTRICT EASEMENT
 450 S.F.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°27'19"W	15.00'
L2	N00°32'41"W	30.00'
L3	N89°27'19"E	15.00'
L4	S00°32'41"E	30.00'

POINT OF BEGINNING

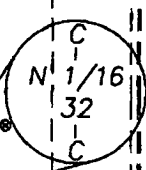
50.00'

S89°27'21"W
62.00'

N00°32'39"W
86.15'

RAMPART BOULEVARD

POINT OF COMMENCEMENT



S89°31'58"W
(BASIS OF BEARING)

NORTH DRIVE (PRIVATE DRIVE)

PARCEL 1
 FILE 83, PAGE 86
 OF PARCEL MAPS

SECTION 32, TOWNSHIP 20 SOUTH, RANGE 80 EAST, M.D.M.

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 190
 LAS VEGAS, NEVADA 89144
 PHONE (702) 228-5066
 FAX (702) 228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY
 LEGAL DESCRIPTION

KIMLEY-HORN

SCALE:	1" = 40'
JOB NO.:	410.008.03
DWG:	410008EX07
DRAWN BY:	M. Smith
DATE:	03/18/03
SHEET	1 OF 1



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 6280 Queen Irene Court to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson for \$11,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$11,000 incoming funds
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Public Works/Real Estate
<input type="checkbox"/>	Augmentation Required	Funding Source: Road Projects/R-O-W acquisition

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 4/16/03 to sell this home. The Parker's, Sorensen's & Mr. Gibson were the highest qualified buyer offering \$11,000. The group holds title to vacant land on which to place the home & also has funds to purchase, dismantle & move the home using a licensed contractor. Any incoming funds (less closing costs) will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for Purchase and Sale of Residential House

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 8 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that Item 8 involves the purchase agreement for the house, which was auctioned last month. Item 9 entails the Bill of Sale that will be issued after close of escrow. Staff recommends approval of both items.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 8 - Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 6280 Queen Irene Court to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson for \$11,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition)

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:16 – 3:19)

1-169

AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE is made and entered into this ____ day of _____, 2003, by and between City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and JERRY PARKER, DOROTHY PARKER, LEE SORENSEN, JOYCE SORENSEN AND WILLIAM GIBSON (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a single-family residential house and improvements consisting of approximately 2,787 square feet (the "Home") located at 6280 Queen Irene Court, Las Vegas, Nevada (the "Property"). A Site Plan of the Property depicting the Home and Property is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Home, which will be removed from the Property by Buyer and moved to another location.

C. At an auction held on April 22, 2003, at 3:30 pm in City Hall, the above referenced Buyer was the highest bidder.

D. As a requirement to participate in the auction, Buyer submitted to the City's Real Estate and Asset Division prior to the auction: 1) a \$5,000 check as a good faith earnest deposit, 2) proof of the Buyer's vacant land ownership, 3) proof of credit worthiness, 4) signed and notarized Disclosure Form, and 5) a signed form agreeing to abide by the City's requirements contained in the handout relative to the auction sale, and removal of the Home.

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

1. Purchase and Sale. Buyer shall purchase the Home from Seller upon the terms and conditions set forth herein.

A. The Home shall consist of approximately 2,787 square feet single family residential house building, the garage, all related fixtures and improvements and appliances, equipment, machinery and other personal property which are used solely in connection with the Home located at the Property. The Home excludes the real property, landscaping, utility lines, and other improvements owned by the Seller and used in connection with the Property.

B. Purchase Price. The purchase price to be paid for the Home shall be ELEVEN THOUSAND AND 00/100 DOLLARS (\$11,000.00). Said sum shall be paid as follows:

(1) Buyer shall deposit \$5,000 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, as defined hereafter.

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

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00).

C. 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 Deposit shall be immediately released to Seller without any further instruction required of Buyer.

D. Buyer covenants to comply with the Home Auction – 6280 Queen Irene Court handout executed by Buyer, a copy of which is attached hereto as Exhibit "B", regarding the Buyer's requirements to comply with certain City and County regulations and ordinances and the removal of the Home from the Property. Buyer shall obtain all necessary permits from the applicable government agencies for a moved residential building. Upon the close of escrow, Buyer shall remove the Home from the Property within thirty (30) days.

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with United Title of Nevada ("Escrow Agent"), 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 sixty (60) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. 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 Buyer shall pay any Documentary Transfer Tax, if applicable, and the cost of the CLTA title insurance policy, if required, and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

C. Real property taxes shall be prorated to close of escrow to the extent applicable to the Home;

D. Any Special Assessments or Fees outstanding on the Property, which are of record, shall be delineated by Escrow and prorated to the Close of Escrow to the extent applicable to the Home.

E. 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.

F. If all conditions to the escrow have been met, the Escrow Agent shall prepare the necessary documents to be executed by the appropriate parties transferring the title of the Home to the Buyer and record such documents, if required.

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 a refund of the earnest money 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.

3. Contingencies. The purchase of the Home is contingent upon:

A. A forty-five (45) day 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 and Home 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 Home, 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.

B. The above contingency in Paragraph 3 A. 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.

4. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

5. 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: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: Jerry Parker, Partner
6285 N. Dapple Gray Road
Las Vegas, NV 89149-3218

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.

6. **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.

7. **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.

8. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. Upon approval of this initial contract 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 agreement. As an example, this may include amendments, changes of address, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand (\$10,000.00) Dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. **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.

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

...

...

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

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

Date: _____ Time: _ am/pm

BUYER :


JERRY PARKER, PARTNER


DOROTHY PARKER, PARTNER


LEE SORENSEN, PARTNER


JOYCE SORENSEN, PARTNER


WILLIAM GIBSON, PARTNER

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:

City of Las Vegas, a municipal corporation
of the State of Nevada

By:

OSCAR B. GOODMAN, MAYOR

ATTEST:

By:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By:  5/6/03
DEPUTY CITY ATTORNEY, DATE

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

Accepted by Escrow Agent:

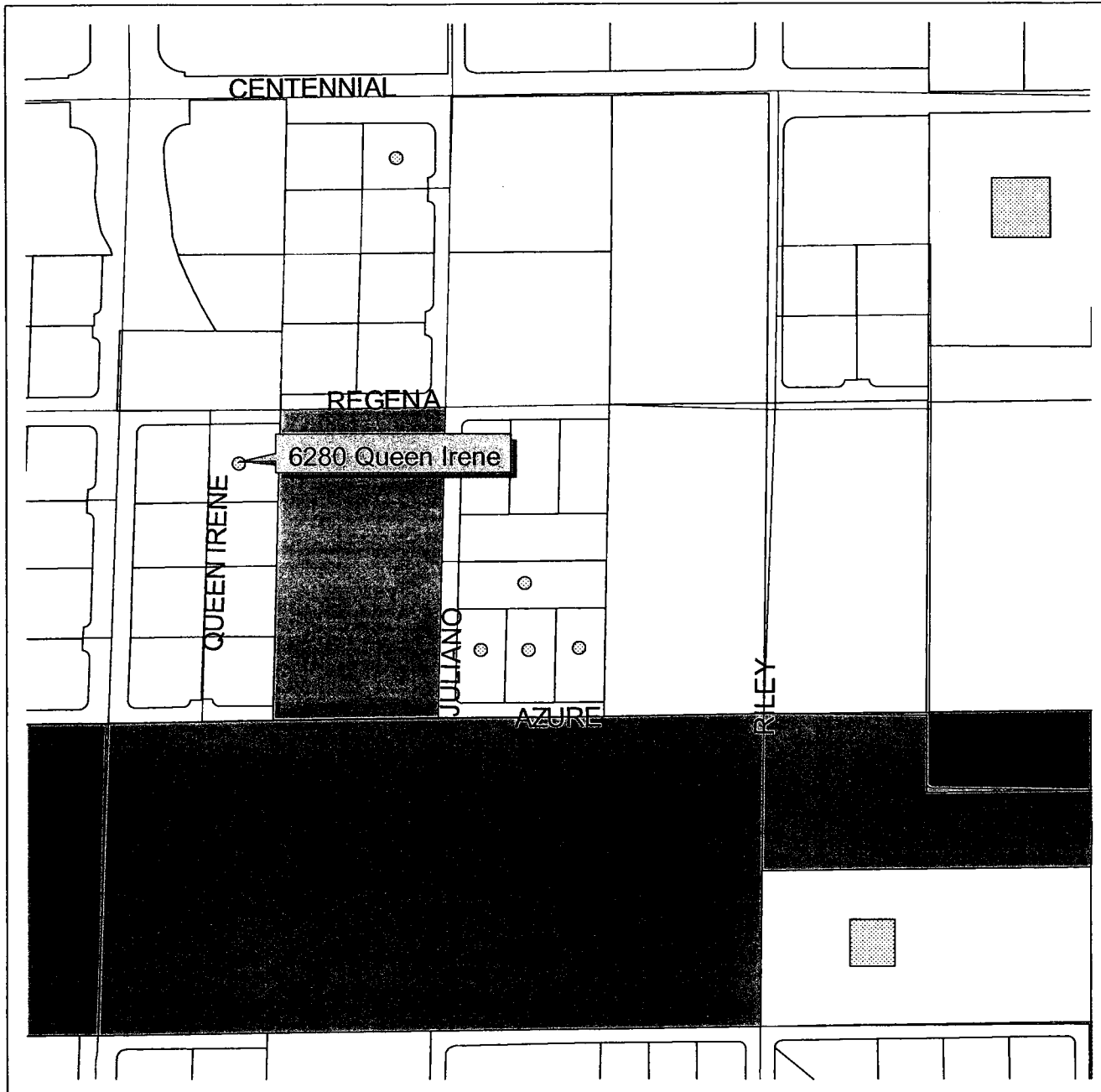
The undersigned hereby agrees to act as Escrow Agent in accordance with the above Purchase and Sale Agreement dated _____ by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and JERRY PARKER, DOROTHY PARKER, LEE SORENSEN, JOYCE SORENSEN AND WILLIAM GIBSON ("Buyer").

United Title of Nevada,
A Nevada Corporation

By: _____ Date: _____

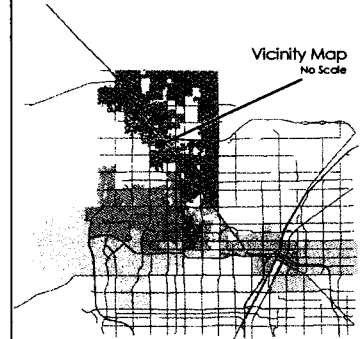
Its: _____

Exhibit "A"



Site Map

- Street Centerline
- Building Footprints
- BLM Properties**
- Leased
- Applied
- City of Las Vegas
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2003/03/31

EXHIBIT 'B'

Durango "S" Curve Home Auction

6280 Queen Irene Court

Potential Buyer Requirements:

- Potential bidder should be aware that building plans are available at the following rates from the Clark County Building Department/Development Services: \$2 for 11" x 17" sheets (half size) or \$4 for 24" x 36" sheets (full size). This information has been provided to the inquiring party so that the plans can be provided to their potential home mover.
- Potential bidder should be aware that they must submit floor plans and elevations to receive a permit for a "moved residence" from the Clark County Building Department (if moving into the County) and that a moving company will most likely need these plans in order to give you a bid for moving the house.
- Potential bidder should be aware that they must abide by all regulations for the Clark County Building Department (if moving into the County).
- Potential bidder should be aware that they must abide by all regulations for the City of Las Vegas Building & Safety Department (if moving into the City).
- A walk through of the house will be conducted on April 15, 2003, 9:00 a.m. to 10:00 a.m. be held on location at 6280 Queen Irene Court.
- If you choose, please be prepared to have your prospective home mover also in attendance at this meeting for site inspection. The City of Las Vegas will not address any technical questions regarding the house. You or your representative will have to make your own determination based on the plans purchased from the Clark County Building Department/Development Services. The City of Las Vegas cannot guarantee the accuracy of these plans.
- Potential bidder must submit a \$5,000 personal check (as a refundable deposit) payable to the City of Las Vegas by the day before commencement of the auction (April 21 2003, by 2:00 p.m.) All unsuccessful bidders will have their checks voided after the auction and returned to them on that date.

EXHIBIT 'B'

Durango "S" Curve Home Auction

6280 Queen Irene Court

- Potential bidder must submit proof of vacant land ownership by the day before commencement of the auction (April 21, 2003, by 2:00 p.m.) on which he/she intends to move the house upon, including the parcel number and a site map identifying where the land is located.
- Potential bidder must submit proof of credit worthiness from their lender and/or financial institution by the day before commencement of the auction (April 21, 2003, by 2:00 p.m.) to confirm available funds are accessible for the purchase of the home and transportation of the home to your vacant land.
- Potential bidder must submit the attached Disclosure Form (completed, signed, and notarized) by the day before commencement of the auction (April 21, 2003, by 2:00 p.m.)
- Potential bidder must attend the auction April 22, 2003, 3:30 p.m. at City Hall, 4th floor, Boulder Room, 400 Stewart Avenue, Las Vegas, NV 89101 in order to participate in the auction.
- The successful bidder must cap off/mark the water and sewer lines.
- The City of Las Vegas will disconnect the gas/electric/phone/cable utilities, as applicable.
- Successful bidder must use a licensed/qualified mover to transport the house to bidder's vacant land.
- Successful bidder should be aware that there is a septic tank located on site for sewer services.
- Escrow is to close within 45 days from the date of the auction.
- The home must be moved within 30 days after the close of escrow.
- Successful bidder will be required to enter into a Sales Agreement that must be approved by the Las Vegas City Council prior to the close of escrow for the dollar amount awarded at the auction plus the normal customary closing costs at the title company.

EXHIBIT 'B'

Durango "S" Curve Home Auction

6280 Queen Irene Court

- Successful bidder shall obtain any and all federal, state and local permits and licenses required to move the residence to their vacant land. Successful bidder further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, now in force or which hereafter may be in force with respect to the Property. The City of Las Vegas makes no representation or commitment concerning the approval of development-related permits for the anticipated moving and construction of the Improvements.
- Successful bidder shall not store or maintain any materials on the Property, which would be in violation of any applicable federal, state or local law, regulation, statute or code prior to moving the house.
- Potential bidder must sign agreeing to abide by the terms contained herein and return same by the day before commencement of the auction (April 21, 2003, by 2:00 p.m.)

POTENTIAL BIDDER

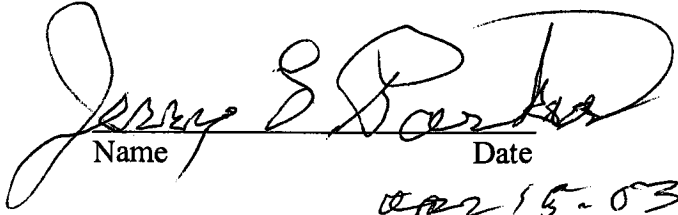

Name _____ Date _____
april 15, 03

EXHIBIT "C"

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

<p>Block 1 Contracting Entity (Name)</p> <p style="text-align: center;">JERRY L. PARKER</p> <hr/> <p>Name</p> <p style="text-align: center;">6285 N. DAPPLE GRAY RD.</p> <hr/> <p>Address LAS VEGAS, NV 89149-3218</p> <hr/> <p>EIN or Social Security # <u>483-16-4119</u></p>	<p>Block 2 Description</p> <p>Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 6280 Queen Irene Court</p>
---	--

Block 3 Type of Business

Individual
 Partnership
 Limited Liability Company
 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.	JERRY L. PARKER - PARTNER	6285 N. DAPPLE GRAY RD. LAS VEGAS, NV 89149-3218	(702) 645-8441
2.	DOROTHY A. PARKER	6285 N. DAPPLE GRAY RD. LAS VEGAS, NV 89149-3218	(702) 645-8441
3.	LEE SORENSEN - PARTNER	640 FIFE STREET HENDERSON, NV 89015	(702) 564-8194
4.	JOYCE P. SORENSEN	640 FIFE STREET HENDERSON, NV 89015	(702) 564-8194
5.	WILLIAM C. GIBSON - PARTNER	3270 PEBBLE ROAD LAS VEGAS, NV 89179	361-5726
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: _____

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: _____

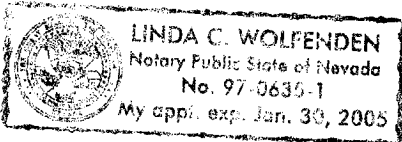
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Jerry S. Parker
Name
Apr. 16-03
Date

Subscribed and sworn to before me this 16th day of APRIL

APRIL, 2003.

Linda C. Wolfenden
Notary Public



2003 APR 21 A 11:26
CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Bill of Sale from the City of Las Vegas to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson in conjunction with their purchase of a City-owned home located at 6280 Queen Irene Court - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 4/16/03 to sell this home. The Parker's, Sorensen's & Mr. Gibson were the highest qualified buyer offering \$11,000. The group holds title to vacant land on which to place the home & has funds to purchase, dismantle & move the home using a licensed contractor. The incoming funds (less closing costs) from the sale of this guest home will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval for the Mayor to execute the Bill of Sale

BACKUP DOCUMENTATION:

Bill of Sale

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 9 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 8 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:16 – 3:19)

BILL OF SALE

In consideration of Eleven Thousand and 00/100 Dollars (\$11,000.00) to be paid by Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, sell, transfer and deliver unto Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson the following:

A single family residential house located at 6280 Queen Irene Court, City of Las Vegas, Clark County, Nevada, together with all related fixtures, improvements, appliances, equipment, machinery and other personal property used solely in connection with the house.

To have and to hold the same to Jerry Parker, Dorothy Parker, Lee Sorensen, Joyce Sorensen and William Gibson, and their heirs, executors, administrators, successors and assigns, to their use forever.

The undersigned hereby covenants that they are the lawful owner of the goods described above; that the goods are free from all encumbrances; that the undersigned have the right to sell the same as aforesaid; and that the undersigned warrants and defends the same against any lawful claims and demands.

IN WITNESS WHEREOF, the City of Las Vegas hereby executes this Bill of Sale on the _____ day of _____, 2003.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Panticello 5/7/03
Date

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 8660 Azure Drive to Centennial Hills, LLC for \$75,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition) - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount: \$75,000 incoming funds

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Road Projects/R-O-W acquisition

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this home. Centennial Hills, LLC was the highest qualified buyer offering \$75,000, they hold title to vacant land on which to place the home & also have funds to purchase, dismantle & move the home using a licensed contractor. Any incoming funds (less closing costs) will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for Purchase and Sale of Residential House

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 10 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, commented that this matter involves another house being sold that is located at the Durango "S Curve." The Bill of Sale in Item 11 will be issued after the close of escrow. Staff recommends approval of both items.

COUNCILMAN MACK noted that the money made on this sale is substantial, considering there are a lot of costs associated with relocating a house.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 10 - Discussion and possible action regarding the Agreement for Purchase and Sale of Residential House located at 8660 Azure Drive to Centennial Hills, LLC for \$75,000 (incoming funds less closing costs to be applied towards Road Projects/Rights-of-Way acquisition)

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:16 – 3:19)

1-169

AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF RESIDENTIAL HOUSE is made and entered into this ____ day of _____, 2003, by and between City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and CENTENNIAL HILLS, LLC (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a single-family residential house and improvements consisting of approximately 4,541 square feet (the "Home") located at 8660 Azure Drive, Las Vegas, Nevada (the "Property"). A Site Plan of the Property depicting the Home and Property is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Home, which will be removed from the Property by Buyer and moved to another location.

C. At an auction held on 3/27/03 at 2:00 pm in City Hall, the above referenced Buyer was the highest bidder.

D. As a requirement to participate in the auction, Buyer submitted to the City's Real Estate and Asset Division prior to the auction: 1) a \$5,000 check as a good faith earnest deposit, 2) proof of the Buyer's vacant land ownership, 3) proof of credit worthiness, 4) signed and notarized Disclosure Form, and 5) a signed form agreeing to abide by the City's requirements contained in the handout relative to the auction sale, and removal of the Home.

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

1. Purchase and Sale. Buyer shall purchase the Home from Seller upon the terms and conditions set forth herein.

A. The Home shall consist of approximately 4,541 square feet single family residential house building, the garage, all related fixtures and improvements and appliances, equipment, machinery and other personal property which are used solely in connection with the Home located at the Property. The Home excludes the real property, landscaping, utility lines, and other improvements owned by the Seller and used in connection with the Property.

B. Purchase Price. The purchase price to be paid for the Home shall be SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00). Said sum shall be paid as follows:

(1) Buyer shall deposit \$5,000 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, as defined hereafter.

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

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00).

C. 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 Deposit shall be immediately released to Seller without any further instruction required of Buyer.

D. Buyer covenants to comply with the Home Auction – 8660 Azure Drive handout executed by Buyer, a copy of which is attached hereto as Exhibit "B", regarding the Buyer's requirements to comply with certain City and County regulations and ordinances and the removal of the Home from the Property. Buyer shall obtain all necessary permits from the applicable government agencies for a moved residential building. Upon the close of escrow, Buyer shall remove the Home from the Property within thirty (30) days.

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with United Title of Nevada ("Escrow Agent"), 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 ninety (90) days from the expiration of the Contingency Period. Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. 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 Buyer shall pay any Documentary Transfer Tax, if applicable, and the cost of the CLTA title insurance policy, if required, and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

C. Real property taxes shall be prorated to close of escrow to the extent applicable to the Home;

D. Any Special Assessments or Fees outstanding on the Property, which are of record, shall be delineated by Escrow and prorated to the Close of Escrow to the extent applicable to the Home.

E. 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.

F. If all conditions to the escrow have been met, the Escrow Agent shall prepare the necessary documents to be executed by the appropriate parties transferring the title of the Home to the Buyer and record such documents, if required.

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 a refund of the earnest money 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.

3. Contingencies. The purchase of the Home is contingent upon:

A. A forty-five (45) day 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 and Home 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 Home, 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.

B. The above contingency in Paragraph 3 A. 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.

4. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

5. 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: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: Centennial Hills LLC
PO Box 33130
Las Vegas, NV 89133
(702) 658-8828

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.

6. **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.

7. **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.

8. **Modifications or Amendments.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. Upon approval of this initial contract 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 agreement. As an example, this may include amendments, changes of address, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Ten Thousand (\$10,000.00) Dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. **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.

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

...

...

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

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

Date: _____ Time: _____ am/pm

BUYER :

Craig Brooksby
CENTENNIAL HILLS LLC,
CRAIG BROOKSBY, MEMBER *CO Manager*

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:

City of Las Vegas, a municipal corporation
of the State of Nevada

By: _____

OSCAR B. GOODMAN, MAYOR

ATTEST:

By: _____

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

By: _____

D. L. Smith *4/21/03*
DEPUTY CITY ATTORNEY, DATE

...
...

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

Accepted by Escrow Agent:

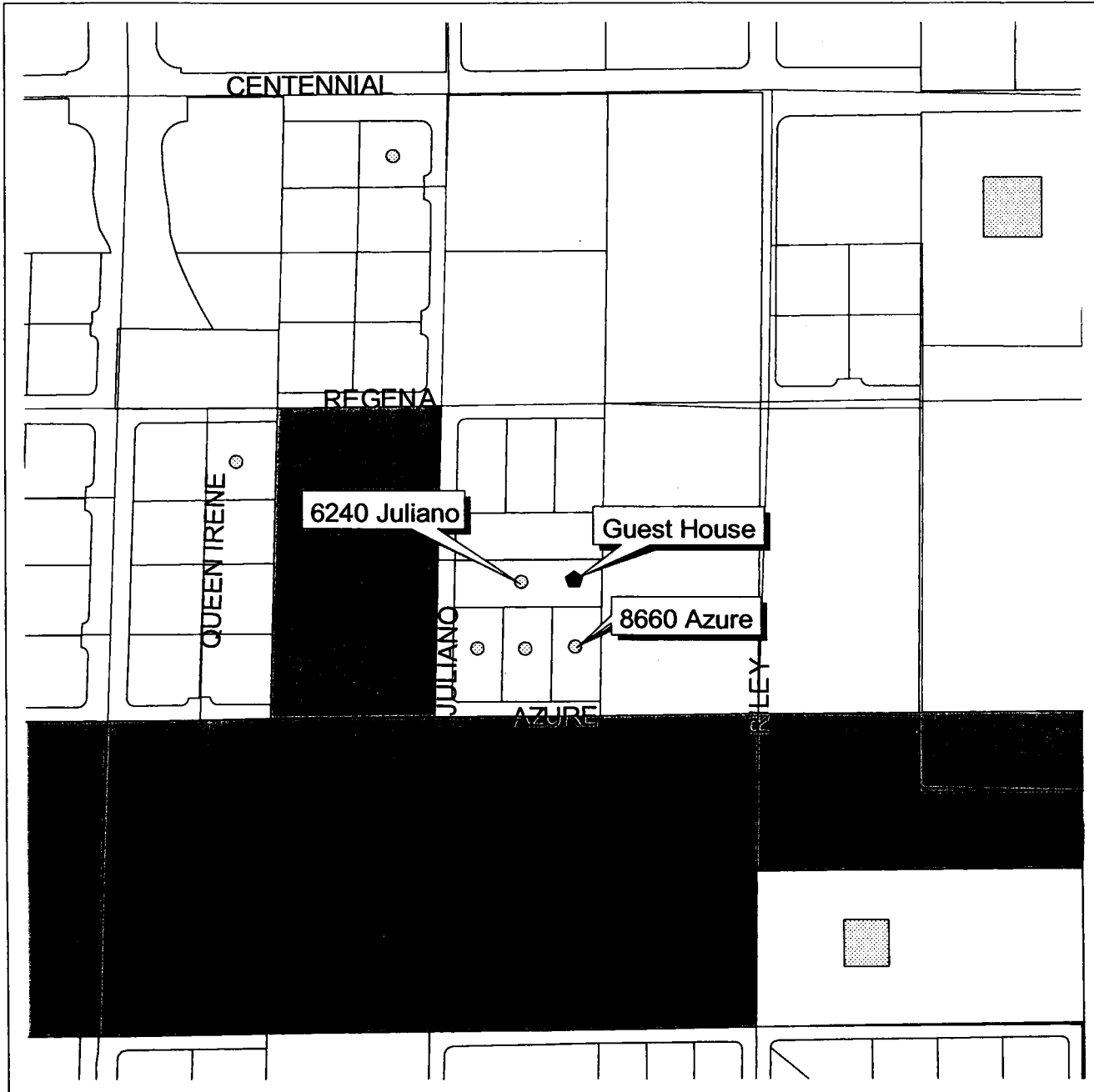
The undersigned hereby agrees to act as Escrow Agent in accordance with the above Purchase and Sale Agreement dated _____ by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Seller") and CENTENNIAL HILLS LLC ("Buyer").

United Title of Nevada,
A Nevada Corporation

By: _____ Date: _____

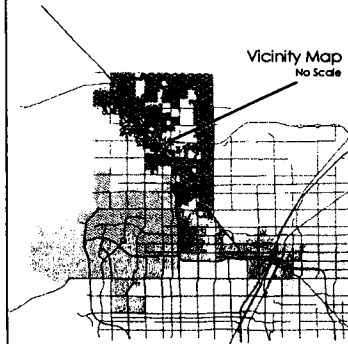
Its: _____

EXHIBIT "A"



Site Map

- Street Centerline
- Building Footprints
- BLM Properties**
- Leased
- Applied
- City of Las Vegas
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2003/03/31

EXHIBIT 'B'

Durango "S" Curve Home Auction

8660 Azure Drive

Potential Buyer Requirements:

- Potential bidder should be aware that building plans are available at the following rates from the Clark County Building Department/Development Services: \$2 for 11" x 17" sheets (half size) or \$4 for 24" x 36" sheets (full size). This information has been provided to the inquiring party so that the plans can be provided to their potential home mover.
- Potential bidder should be aware that they must submit floor plans and elevations to receive a permit for a "moved residence" from the Clark County Building Department (if moving into the County) and that a moving company will most likely need these plans in order to give you a bid for moving the house.
- Potential bidder should be aware that they must abide by all regulations for the Clark County Building Department (if moving into the County).
- Potential bidder should be aware that they must abide by all regulations for the City of Las Vegas Building & Safety Department (if moving into the City).
- A walk through of the house will be conducted on March 20, 2003, 9:00 a.m. to be held on location at the guest home behind 6240 Juliano Road.
- If you choose, please be prepared to have your prospective home mover also in attendance at this meeting for site inspection. The City of Las Vegas will not address any technical questions regarding the house. You or your representative will have to make your own determination based on the plans purchased from the Clark County Building Department/Development Services. The City of Las Vegas cannot guarantee the accuracy of these plans.
- Potential bidder must submit a \$5,000 personal check (as a refundable deposit) payable to the City of Las Vegas by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) All unsuccessful bidders will have their checks voided after the auction and returned to them on that date.
- Potential bidder must submit proof of vacant land ownership by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.) on which he/she intends to move the house upon, including the parcel number and a site map identifying where the land is located.

EXHIBIT 'B'

Durango "S" Curve Home Auction

8660 Azure Drive

- Potential bidder must submit proof of credit worthiness from their lender and/or financial institution by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.) to confirm available funds are accessible for the purchase of the home and transportation of the home to your vacant land.
- Potential bidder must submit the attached Disclosure Form (completed, signed, and notarized) by the day before commencement of the auction (March 26, 2003, by 12:00 a.m.)
- Potential bidder must attend the auction March 27, 2003, 2:00 p.m. at City Hall, 4th floor, Boulder Room, 400 Stewart Avenue, Las Vegas, NV 89101 in order to participate in the auction.
- The successful bidder must cap off/mark the water and sewer lines.
- The City of Las Vegas will disconnect the gas/electric/phone/cable utilities, as applicable.
- Successful bidder must use a licensed/qualified mover to transport the house to bidder's vacant land.
- Successful bidder should be aware that there is a septic tank located on site for sewer services.
- Escrow is to close within 45 days from the date of the auction.
- The home must be moved within 30 days after the close of escrow.
- Successful bidder will be required to enter into a Sales Agreement that must be approved by the Las Vegas City Council prior to the close of escrow for the dollar amount awarded at the auction plus the normal customary closing costs at the title company.

EXHIBIT 'B'

Durango "S" Curve Home Auction

8660 Azure Drive

- Successful bidder shall obtain any and all federal, state and local permits and licenses required to move the residence to their vacant land. Successful bidder further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, now in force or which hereafter may be in force with respect to the Property. The City of Las Vegas makes no representation or commitment concerning the approval of development-related permits for the anticipated moving and construction of the Improvements.
- Successful bidder shall not store or maintain any materials on the Property, which would be in violation of any applicable federal, state or local law, regulation, statute or code prior to moving the house.
- Potential bidder must sign agreeing to abide by the terms contained herein and return same by the day before commencement of the auction (March 26, 2003, by 12:00 p.m.).

POTENTIAL BIDDER

[Handwritten Signature] 02/08/03
 Name Date

*First Copy signed on
 March 2/03.*

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	<u>Contracting Entity (Name)</u>	Block 2	<u>Description</u>
Name <i>Centennial Hills LLC</i>		Subject Matter of Contract/Agreement: Auction/Purchase Agreement re: 8600 Azure Drive	
Address <i>P.O. Box</i>			
Social Security # <i>EFN # 88-0490476</i>			

Block 3 Type of Business

Individual
 Partnership
 Limited Liability Company
 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.	<i>The Temple-Mission Trust</i>	<i>P.O. Box 33292 LV, NV ⁸⁹¹³³</i>	<i>702-658-8828</i>
2.	<i>Craig D Brooksby member</i>	<i>P.O. Box 33130 LV, NV ⁸⁹¹³³</i>	<i>702-658-8828</i>
3.	<i>Serija R. Brooksby member</i>	<i>P.O. Box 33130 LV, NV ⁸⁹¹³³</i>	<i>702-658-8828</i>
4.	<i>Tracy Simpson member mt Brook</i>	<i>P.O. Box 33130 LV, NV ⁸⁹¹³³</i>	<i>702-658-8828</i>
5.			
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: _____

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.

[Handwritten Signature]

Name

2-4-2003

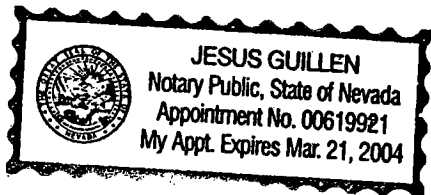
Date

Subscribed and sworn to before me this 4 day of

February, 2003.

[Handwritten Signature]

Notary Public



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Bill of Sale from the City of Las Vegas to Centennial Hills, LLC in conjunction with their purchase of a City-owned home located at 8660 Azure Drive - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In preparation for the upcoming Durango "S" Curve road alignment, staff will be selling the homes acquired in 2000 & retain the land for road alignment usage. Staff was granted approval at Council 3/19/03 to sell this home. Centennial Hills, LLC was the highest qualified buyer(s) offering \$75,000, holding title to vacant land on which to place the home & having funds to purchase, dismantle & move the home using a licensed contractor. The incoming funds (less closing costs) from the sale of this guest home will be applied towards Road Projects/Rights-of-Way acquisition.

RECOMMENDATION:

Staff recommends approval for the Mayor to execute the Bill of Sale

BACKUP DOCUMENTATION:

Bill of Sale

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 11 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 10 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:21 – 3:23)

1-370

BILL OF SALE

In consideration of Seventy-five Thousand and 00/100 Dollars (\$75,000.00) to be paid by, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, sell, transfer and deliver unto Centennial Hills LLC the following:

a Bill of Sale for the home located at 8660 Azure Drive.

To have and to hold the same to Centennial Hills LLC, and their heirs, executors, administrators, successors and assigns, to their use forever.

The undersigned hereby covenants that they are the lawful owner of the goods described above; that the goods are free from all encumbrances; that the undersigned have the right to sell the same as aforesaid; and that the undersigned warrants and defends the same against any lawful claims and demands.

IN WITNESS WHEREOF, the City of Las Vegas hereby executes this Bill of Sale on the _____ day of _____, 2003.

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 4-23-03
DEPUTY CITY ATTORNEY

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Agreement for the Sale of Real Property between Priority One Commercial (on behalf of the City of Las Vegas) and North Airport Center, LLC, for City-owned Parcel Numbers 139-22-313-004 through 139-22-313-010 (seven vacant lots averaging 6,907 square feet) located on Gregory Street between Elliot and Alexander Avenues (\$138,265 revenue less associated closing costs - Parks Capital Improvement Project Fund) - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount: \$138,265 revenue-closing costs

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Parks Capital Improvement Project Fund

PURPOSE/BACKGROUND:

On 1/17/01, Council approved marketing of the seven (7) parcels listed above. These are vacant parcels of land that the City has no current or future plans for. The land has been vacant for decades and has the potential to be alleviated and provide revitalization of the area. The lots are currently zoned R-3, Medium Density Residential and Apartment District, and each lot is an average size of 6,907 square feet.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Agreement for the Sale of Real Property
2. Counter Offer

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 12 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, remarked that the City received an offer for seven vacant lots, which have never been developed, to develop single-story homes. This is the second offer for that property within the past six months. The first offer was for two-story development, which the neighbors objected to because they did not want anything

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 12 – Discussion and possible action regarding an Agreement for the Sale of Real Property between Priority One Commercial (on behalf of the City of Las Vegas) and North Airport Center, LLC, for City-owned Parcel Numbers 139-22-313-004 through 139-22-313-010 (seven vacant lots averaging 6,907 square feet) located on Gregory Street between Elliot and Alexander Avenues (\$138,265 revenue less associated closing costs - Parks Capital Improvement Project Fund)

MINUTES – Continued:

to overlook their property. He recommended approval, noting that a neighborhood meeting was scheduled for that evening where the developer is supposed to present the project and explain it in detail. Depending on the response of the residents, he might change his recommendation.

RICHARD STRIEGEL, Sunbelt Engineering, Inc., appeared on behalf of the applicant, who advised him to appear and answer any questions. MR. ROARK preferred that MR. STRIEGEL make a presentation at that evening's meeting.

COUNCILMAN MACK indicated that the Real Estate Committee was only considering the sale, not the site plan.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:23 – 3:27)

1-440

AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 20th day of February, 2003, by and between the PRIORITY ONE COMMERCIAL and/or nominee, (hereinafter referred to as "Seller") and North Airport Center, LLC, a Nevada limited Liability Corporation (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of seven parcels of vacant land, totaling approximately 1.1 acres and located on the west side of Gregory Street between Elliot Avenue and Alexander Avenue, Las Vegas, Nevada ("Property"). A Site Plan of the Property depicting the site of the Property is attached hereto as Exhibit "A" and the Property is further described as Assessor's Parcel No's. 139-22-313-004, 139-22-313-005, 139-22-313-006, 139-22-313-007, 139-22-313-008, 139-22-313-009, and 139-22-313-010.

B. Seller has represented to Buyer that the Property is currently zoned R-3 under the zoning code of the City of Las Vegas, NV so as to permit the construction of one (1) and one (1) story residential duplex on each of the seven lots and that each 14 single units in these duplexes can be sold as individual residential townhomes. (All drawings of the buildings and Site Development Plan approved by Las Vegas City Council per Section 7 of this agreement.)

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "B".

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

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

2. **Purchase Price.** The purchase price ("Purchase Price") to be paid for the Property shall be TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), all cash. The Purchase Price shall be paid as follows:

(a) Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into escrow as earnest money (the First "Deposit") on or before the opening of escrow. Unless Buyer terminates this Agreement as provided below, Buyer shall deposit in escrow an additional cash deposit of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (the "Second Deposit") on or before the Contingency Deadline (as defined below). The First and Second Deposits, together with interest earned thereon, are hereinafter collectively referred to as the "Earnest Money." The Earnest Money shall be placed in an interest-bearing account with interest accruing to the benefit of Buyer so long as Buyer is not in default hereunder. The Earnest Money shall be applicable to the Purchase Price unless Buyer defaults, in which event Seller may retain the Earnest Money as liquidated damages and as Seller's sole and exclusive remedy.

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

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, ONE HUNDRED AND SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00).

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

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

4. **Title Insurance.** Seller agrees to deliver, at its expense, good and merchantable title as evidenced by a CLTA policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 3 of this Agreement. Buyer, at its option and as its sole recourse against Seller, may terminate this Agreement to purchase, and the deposit shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

5. **Investigation of Property.** Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify and hold Seller harmless from any actual damage as a result of Buyer's tests and investigations on the Property. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations.

6. **Seller's Reports About Property.** Within ten (10) days following the opening of escrow, Seller shall make available to Buyer or to Buyer's agents copies of any site plans, marketing studies, environmental studies, grading plans, surveys, or other tests or any additional information or studies pertinent to the Property that are in the possession of Seller.

7. **Escrow.** The purchase and sale provided for herein shall be consummated through an escrow to be opened with Joy Hearn at Stewart Title of Nevada ("Escrow Agent), with address at 1120

Town Center Dr. #140, Las Vegas, Nevada 89114. within two (2) business days after the execution and delivery occurs. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close escrow within **Ninety (90)** days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire **fifteen (15) days** from the date a Site Development Plan is approved by the Las Vegas City Council. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller the cost of the CLTA title insurance policy and all endorsements thereto agreed to by Seller. Buyer shall pay all other fees which mean's any cost that accrues during this transaction. And all costs associated with this Agreement;

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

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

(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 as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance or the other legal and equitable remedies available to the Buyer herein, but Seller shall in no event be subject to any liability for damages. 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.

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

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within **ten (10)** business days after Buyer's receipt of same from Escrow Agent (see Section 3).

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

(c) This Agreement is contingent upon the approval by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 7.

(d) This Agreement is contingent upon approval of drawings of the buildings and a Site Development Plan by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 7.

Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. If Buyer elects to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing in accordance with the notice requirements in Section 12 below. In the event Buyer terminates this Agreement for any reason during the Contingency Period, the Deposit made by Buyer, shall be immediately returned to Buyer, less any escrow costs incurred and both Seller and Buyer shall have no further obligations under this Agreement.

9. **Broker Commissions/Disclosure.** Seller represents and warrants that he has not retained or dealt with any broker or agent 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 2% of the Property's gross sales price and Ken Quick and Chris Quick agents, Century 21, Gold Aadvantage, Michael Brelsford, broker for (buyer) 2625 Green Valley Pkw., Suite 150 Henderson, Nevada 89014, a commission of 2% of the Property's gross sales price. Seller discloses to Buyer that Seller is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

10. **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 by facsimile transmission, 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 Buyer:

North Airport Center, LLC
% Ken and Chris Quick
Century 21 Aadvantage Gold
2625 Green Valley Pkw, Suite150
Henderson, Nevada 89014

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 provided to the escrow office, in the same manner as to the Parties.

11. **Applicable Laws and Severability.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada.

12. **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 file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.

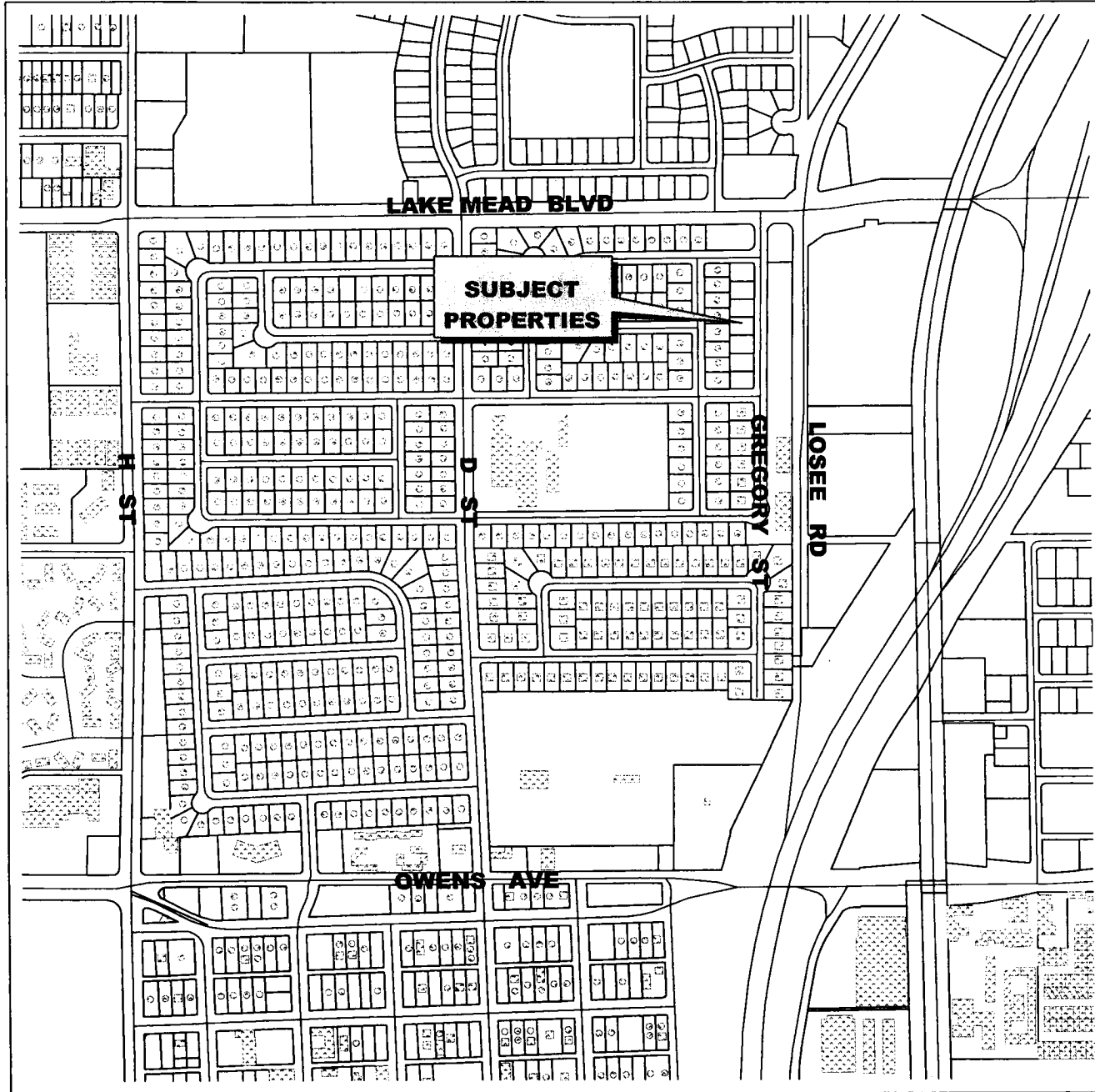
13. **Modifications or Amendments.** Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Seller designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who shall have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

14. **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.

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

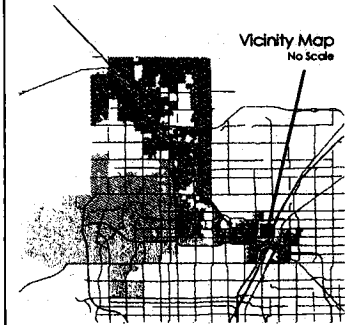
16. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Buyer warrants that it has disclosed on the form attached as Exhibit "C," all principals and partners of North Airport Center, LLC, a Nevada Limited Liability Corporation, as well as all persons and entities holding more than a one percent (1%) interest in North Airport Center, LLC, or any principal of North Airport Center, LLC. Throughout the term hereof, North Airport Center, LLC, shall notify Seller in writing of any material change in the above disclosure within 15 days of any such change.

EXHIBIT "A"



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/04/18

EXHIBIT "B"

Legal Description of Land

Parcel Numbers: **139-22-213-004**
 139-22-213-005
 139-22-213-006
 139-22-213-007
 139-22-213-008
 139-22-213-009
 139-22-213-010

Lots Four (4) through Ten (10) in Block Two (2) of KASPER PARK UNIT NO. 3 as shown by map thereof on file in Book 8 of Plats, Page 4, in the Office of the County Recorder of Clark County, Nevada

EXHIBIT "C"

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

TYPE OF CONTRACT	Purchaser of Land Only
NAME	North Airport Center, LLC
ADDRESS	7126 So. Rainbow, Suite B
PHONE	221-1111 x 102
FAX	99-0493280

DESCRIPTION	<p>LAND Purchase of 7 lots on Gregory St. ONLY.</p>
--------------------	---

Type of Business

Individual
 Partnership
 Limited Liability Company
 Corporation

Disclosure of Ownership and Principals

In the space below, the ^{Purchasing} Contracting Entity must disclose all principals (including partners) of the ^{Purchasing} Contracting Entity, as well as persons or entities holding more than a ^{Purchasing} 1% ownership interest in the Contracting Entity.

#	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lee Ann Burgess, Manager	7676 So Rainbow	221-1111 x 102
2.	Ken Baxter, Member	7626 So Rainbow	221-1111 x 102
3.	NA Airport Center Member, LLC, Member	"	"
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The ^{Purchasing} 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~~ 2

EXHIBIT "C"

Disclosure of Ownership and Principals - Alternate

Purchasing
 If the ~~Contracting~~ *Purchasing* 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.

NONE

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~~ *Purchasing* Entity.

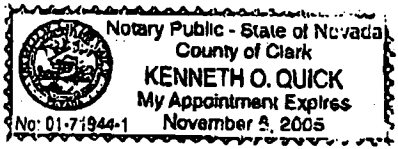
[Signature]

 5-7-2003

Subscribed and sworn to before me this 7th day of

MAY, 2002.
[Signature]

 Notary Public



GREATER LAS VEGAS ASSOCIATION OF REALTORS®
Multiple Listing Service

COUNTER OFFER

No. 1

ATTENTION: Cynthia Amman
(Agent)

COMPANY: Priority One Commercial
(Name)

The Offer Counter Offer made by: Seller Buyer City of Las Vegas
(Name)
to Buy Sell the real property commonly known as: P# 139-22-313-004 Parcel C10
dated: 2/24/03 is not accepted in its present form, but the following Counter Offer is hereby submitted:

- 7 Lots on Gregory St. Las Vegas
- 1. Sales Price to be \$138,265-
- 2. Property to be in as is condition
- 3. Seller & Buyer to pay Normal Closing Cost

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance

plus terms agreed to in Counter Offer(s) No. orig offer from city

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other Offer prior to Buyer's acceptance of this Counter Offer and Seller's Agent being so advised in writing.

EXPIRATION: This Counter Offer shall expire unless a copy hereof with Buyer's Seller's written acceptance is delivered to Buyer Seller or his agent upon presentation or

by after City Council Meeting

Date: _____

NACIE Ann Banger
 Buyer Seller Signature

Time: _____

Buyer Seller Signature

The undersigned Buyer Seller accepts the above Counter Offer.

Date: _____

Cynthia Amman
 Buyer Seller Signature

Time: _____

Buyer Seller Signature

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action authorizing staff to enter into negotiations with From Dreams To Reality for lease of approximately 2,800 square feet of office space located at Stupak Community Center, 300 West Boston Avenue - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

From Dreams To Reality (FDTR) is in need of office space to maintain operation of its business which supports the needs of immigrants and their families and to those less fortunate. There is approximately 2,800 feet of usable office space available at Stupak Community Center, which can be used to accommodate their office.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Site Map
2. Disclosure

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 13 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

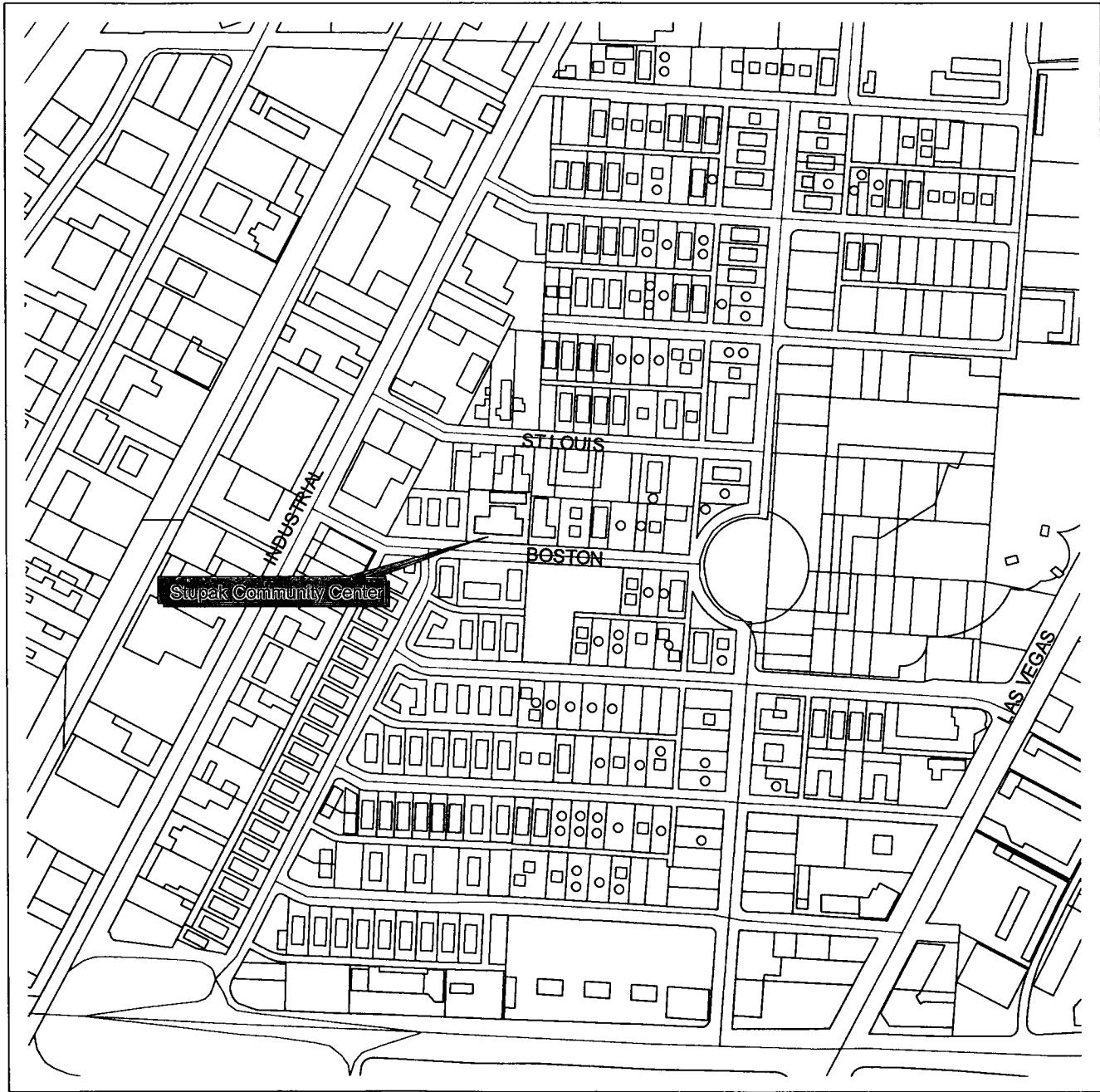
DAVID ROARK, Manager, Real Estate and Asset Management Division, reported that the lease is necessary to allow this non-profit organization use the Stupak Community Center to put on programs. Staff recommends approval.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

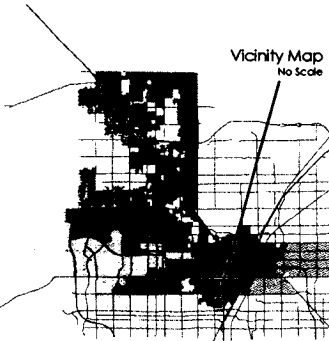
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1-556



Site Map

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



Real Estate & Asset Management



Date of Data: 2003/04/10

GREATER LAS VEGAS ASSOCIATION OF REALTORS®
Multiple Listing Service

COUNTER OFFER

No. 1

ATTENTION: Cynthia Amman
(Agent)

COMPANY: Priority One Commercial
(Name)

The Offer Counter Offer made by: Seller Buyer City of Las Vegas
(Name)
to Buy Sell the real property commonly known as: P# 139-22-313-104 Parcel C10
dated: 2/24/03 is not accepted in its present form, but the following Counter Offer is hereby submitted:

- 7 Lots on Gregory St. Las Vegas
- 1. Sales Price to be \$138,265-
- 2. Property to be in as is condition
- 3. Seller & Buyer to pay Normal closing cost

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance
 plus terms agreed to in Counter Offer(s) No. orig offer from city
RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other Offer prior to Buyer's acceptance of this Counter Offer and Seller's Agent being so advised in writing.
EXPIRATION: This Counter Offer shall expire unless a copy hereof with Buyer's Seller's written acceptance is delivered to Buyer Seller or his agent upon presentation or

by after City Council Meeting
Date: _____
 Buyer Seller Signature _____

Time: _____
 Buyer Seller Signature _____
The undersigned Buyer Seller accepts the above Counter Offer.

Date: _____
 Buyer Seller Signature _____

Time: _____
 Buyer Seller Signature _____

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity From Dreams to Reality
Name:	Francisco Irias-Deitrick
Address:	300 W. Boston Ave. Las Vegas, NV 89107
Tel. #:	(702) 889-4619 (home) (702) 349-0173 (cell)
EIN #:	88-0493560

Block 2	Description
	Subject Matter of Contract/Agreement: Lease Agreement for apx. 2,800 sq. ft. of space located inside the Stupak Community Center, 300 W. Boston Ave.

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 in the Contracting Entity.			
FDR Corporation Board Members			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Francisco Irias-Deitrick - President	300 W. Boston Ave. Las Vegas, NV 89102	(702) 229-5030 (702) 349-0173
2.	Tirza R. Irias Jr. - Secretary	300 W. Boston Ave. Las Vegas, NV 89102	(702) 229-5030 (702) 889-4619
3.	Armida Mendez - Treasurer	300 W. Boston Ave. Las Vegas, NV 89102	(702) 229-5030 (702) 254-9737
4.	Jose F. Irias - Officer	300 W. Boston Ave. Las Vegas, NV 89102	(702) 229-5030 (702) 638-6198
5.	Tirza R. Irias Sr. - Officer	300 W. Boston Ave. Las Vegas, NV 89102	(702) 229-5030 (702) 889-4619

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 require 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: N/A

Date of Attached Document: N/A

Number of Pages: N/A

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.

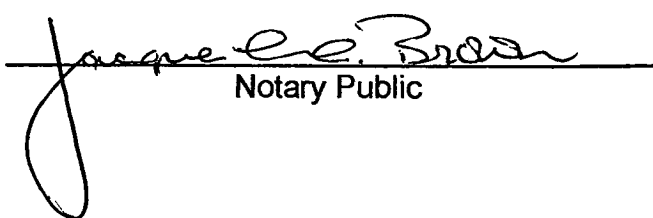


Francisco Irias-Deitrick

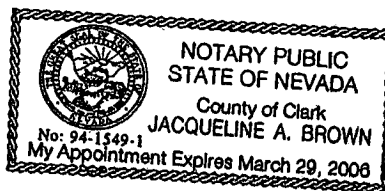
02/04/03

Date

Subscribed and sworn to before me this 4th
day of February 2003

_____, 2003.


Notary Public



APR 05 2001

IN THE OFFICE OF
John Hill
DEAN HILL, CLERK OF COURTS

**ARTICLES OF INCORPORATION
OF
FDR (FROM DREAMS TO REALITY),
A NON-PROFIT CORPORATION**

The undersigned, natural person being at least twenty-one years of age and acting as incorporator of the Corporation hereby being formed under the provisions of Section 82.006 et. seq., of the Nevada Revised Statutes, hereby certifies:

ARTICLE I

Name

The name of the Corporation is: FDR (FROM DREAMS TO REALITY), A NON-PROFIT CORPORATION.

ARTICLE II

Resident Agent

The name and address of the Resident Agent of the Corporation is:

Francisco Irias
300 West Boston Avenue
Las Vegas, Nevada 89102

ARTICLE III

Non-Profit Corporation

The corporation is a non-stock, non-profit corporation as defined in Section 82.006 et seq., of the Nevada Revised Statutes.

ARTICLE IV

Nature of Business

The corporation is incorporated as a "Corporation for Public Benefit" as defined in Sections 82.006 et seq., of the Nevada Revised Statutes and intends to qualify as an exempt organization under Section 501(c) (3) of the Internal Revenue Code of the 1986 (or any future corresponding provisions) and may engage in any lawful activity.

The mission of the organization is to create a lasting community-wide cooperative effort between the private sector and governmental agencies to address, in a culturally appropriate way, the needs of immigrants and their families and to those less fortunate. The corporate mission may be fulfilled in any way that may be approved by the governing Board of Directors.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal

corresponding provisions).

ARTICLE V

Governing Board

The Members of the governing board of the Corporation shall be denominated as Directors. The Corporation shall have at least one director (1) Directors for its Board of Directors; however, the Board may be enlarged as shall be provided by the Bylaws. Upon the death, incapacity, withdrawal, resignation or failure to serve of any Director, such Director's successor shall be selected by the remaining Directors to fill the remained of his term. All decisions of the Board of Directors shall be by majority vote unless otherwise specified in these Articles of Incorporation or in the bylaws.

ARTICLE VI

Names and Post Office Addresses

The names and post office addresses and initial terms of the first 5 Board of Directors of the corporation are as follows:

<u>NAMES AND ADDRESSES</u>	<u>INITIAL TERMS</u>
FRANCISCO IRIAS 808 Pyramid Drive Las Vegas, Nevada 89107	ONE YEAR
TIRZA R. IRIAS 808 Pyramid Drive Las Vegas, Nevada 89107	ONE YEAR
TIRZA R. IRIAS JR. 808 Pyramid Drive Las Vegas, Nevada 89107	ONE YEAR
JOSE FRANCISCO IRIAS 808 Pyramid Drive Las Vegas, Nevada 89107	ONE YEAR
ARMIDA MENDEZ 116 Tesoro Drive Las Vegas, Nevada 89134	ONE YEAR

Successor Directors shall be elected by a majority of the remaining Directors. Except for the initial Board of Directors, the term of office of the Directors shall be one (1) year and until their successor shall have been elected and qualified. A Director may be elected to serve more than one (1) term.

ARTICLE VII

Removal of Director

A Director may be removed only for cause, and by a seventy-five percent (75%) vote of the Members exclusive of the vote of the Director whose removal is being sought. Cause action shall be defined as (1) conduct detrimental to the interests of the corporation; (2) lack of sympathy with the objectives of the Corporation; and/or (3) refusal to render reasonable assistance to the Corporation in carrying out its objectives.

ARTICLE VIII

Incorporators

The names and post office addresses of the incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
FRANCISCO IRIAS	808 Pyramid Drive Las Vegas, Nevada 89107

ARTICLE IX

Perpetual Existence

The term of the Corporation shall be perpetual.

ARTICLE X

Members

The term Member or Members of the Corporation shall mean any person who is a Director or an officer of the Corporation and any other person so designated by a majority vote of the Board of Directors.

ARTICLE XI

Powers

As a means of accomplishing the purposes and objectives for which it is formed, and solely in pursuance of those objectives and purposes, the Corporation shall have all of the powers granted by the provisions of Section 82.121 and 82.131 of the Nevada Revised Statutes, and without limitation as to the powers referred to therein, shall have the following powers:

- A. To solicit and receive gifts, devises and bequests of money or of property of whatever kind and wheresoever situated from the general public and agencies of government.
- B. To acquire by purchase, leasing , devise, bequest, gift or otherwise, and to hold,

- own, use, manage, improve, develop, maintain, lease, sell, mortgage, transfer, or otherwise deal with real and personal property of whatsoever kind and wheresoever situated and with any estate or interest therein, legal and equitable.
- C. To borrow money and to make, accept endorse, execute and issue promissory notes and other evidences of indebtedness and obligations in payment for property acquired or money borrowed, and to secure the payment thereof and interest thereon by mortgage upon, or pledge, conveyance or assignment of any part of, the property of the Corporation.
 - D. As a limitation upon exercise of the above powers, and the powers granted by Sections 82.121 and 82.131 of the Nevada Revised Statutes (to the Corporation), the corporation shall pursue its purposes and objectives only in those activities which will maintain its qualification as a charitable or educational organization within the meaning of Section 501 (c) (3) of the Internal revenue code of 1986 (or any corresponding provision of any future Internal revenue law).

ARTICLE XII

Compensation

- A. No part of any income or profit or of the net earnings of the corporation shall be distributed to any director, officer, or employee of the corporation, or be distributed to any other private individual except as reasonable compensation for services rendered in accordance with Sections 82.006 et. seq., of the Nevada Revised Statutes.
- B. No Trustee, Director, officer, or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary benefit of any kind, except reasonable compensation for services rendered in effecting the purposes and objectives of the Corporation as allowable in NRS 82.006 et. seq.

ARTICLE XIII

Dissolution

In any event of the dissolution of the Corporation, no distribution any of the property or the assets of the Corporation shall be made to any trustee, director, officer, or employee of the corporation, or any other private individual, but all of such property and assets shall be applied and paid over to, in the discretion of the Directors, an organization described in 501 (c) (3) of the Internal Revenue code of 1986, or any corresponding future statute.

ARTICLE XIV

Lobbying

No part of the activities of the corporation shall consist of carrying propaganda or otherwise attempting to influence legislation, other than those educational or other efforts which a Section 501 (c) (3) organization is allowed to undertake. The Corporation shall not participate in, nor intervene in (including by means of the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

ARTICLE XV

Worldwide Activities

The activities of the Corporation may be conducted throughout the United States and the rest of the world.

ARTICLE XVI

No Discrimination

The Corporation shall not in any way discriminate on the basis of race, sex, ethnic background or religious belief.

ARTICLE XVII

Amendments

These Articles of Incorporation may be amended at any time by a vote of at least two-thirds of the Board of Directors, provided, however, that no amendment in any form shall be made which causes the Corporation not to be a charitable and/or educational organization as defined in 501 (c) (3) of the Internal Revenue code of 1986, as amended (or under the terms of any corresponding future statute), or would in any way jeopardize or threaten the continuing qualification of the Corporation as an exempt organization described in 501 (c) (3) of said Code; and further provided that no amendment may be made which would in any way cause a penalty tax or other excise tax to be assessed against

ARTICLE XVIII

Limited Liability of Officers and Directors

Except as hereinafter provided the officers and Directors of the Corporation shall not be personally liable to the Corporation for damages for breach of fiduciary duty as a Director or officer. This limitation shall not apply to acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; the payment of distributions in violation of NRS 82.136; or an action or proceeding brought pursuant to NRS 82.536 or chapter 35 of Nevada Revised Statutes.

- A. Indemnity. Any person made a party to, or involved in, any civil, criminal or administrative action, suit or proceeding by reason of the fact that he, or a person of whom he is the legal representative, is or was a Director, officer or employee of the Corporation, or of any corporation which he, or a person of whom he is a legal representative, served as such at the request of the corporation shall be indemnified against expenses reasonably incurred by him or imposed on him in connection with, or resulting from, the defense of such action, suit or proceeding, or in connection with or resulting from, any appeal therein, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such Director, officer or employee is liable to the Corporation or to such other corporation for negligence or misconduct in the performance of his duties. as such herein, the term "Expenses" shall include all obligations incurred by such person for the payment of money, including, without limitation, attorneys' fees, judgments, awards, fines, penalties and amounts paid in satisfaction of judgment or in settlement of any such action, suit or

proceeding, except amount paid to the Corporation or such other corporation by him. A judgment or conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial) shall not of itself be deemed an adjudication that such Directors, officer or employee is liable to the Corporation or such other corporation for negligence or misconduct in the performance of his duties. Determination of the right to such indemnification and the amount thereof may be made, at the option of the person to be indemnified, pursuant to procedure set forth from time to time in the Bylaws or by any of the following procedures:

1. Order of the court, administrative body, or agency having jurisdiction of the action, suit or proceeding;
2. Resolution adopted by a majority of a quorum of the Directors of the Corporation without counting in such majority or quorum any Directors who have incurred expenses in connection with such action, suit or proceeding;
3. If there is no quorum of Directors who have not incurred expenses in connection with such action, suit or proceeding, then by resolution adopted by a majority of a committee of Directors who have not incurred such expenses, appointed by the Directors;
4. Order of any court having jurisdiction over the Corporation.

Such right of indemnification shall not be exclusive of any other right with such Directors, officers and employees of the Corporation, and the other person above-mentioned, may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, vote of the members, provision of law, or otherwise, as well as their rights under this Article. The provisions of this Article shall apply to any member of any committee appointed by the Directors as fully as though such person has been a Director, officer, or employee of the corporation.

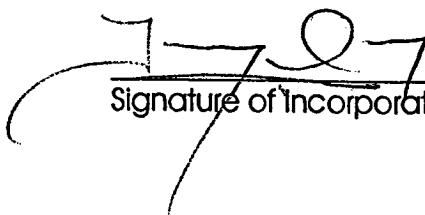
B. Additional Action of Directors. Without limiting the application of the foregoing, the Directors may adopt Bylaws from time to time with respect to indemnification permitted by the laws of the State of Nevada any may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the corporation, or is or was serving at the request of the corporation as a Director of officer of another corporation, or its representative in a partnership, joint venture, trust or other enterprise against liability asserted against such person incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

INCORPORATOR PAGE

SIXTH: 111.270 A Corporate notary acknowledgment as follows:
Name and Address of each of the incorporators signing the articles.

<u>NAME</u>	<u>ADDRESS</u>
Francisco Irias	808 Pyramid Drive Las Vegas, Nevada 89107

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of
Incorporation this 30 day of March, 2001.



Signature of Incorporator

FILED # 08711-01

APR 05 2001

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT
BY AGENT FOR SERVICE OF PROCESS

IN THE OFFICE OF
[Signature]
DEAN HELLER, SECRETARY OF STATE

IN THE MATTER OF: FDR (FROM DREAMS TO REALITY), A NON-PROFIT CORPORATION

I, Francisco Irias, hereby certify that on the 30 day of March, 2001, I accepted the appointment as Agent for Service of Process.

FURTHERMORE, that the office for the agent of service of process in this state is located at:

300 West Boston Avenue
Las Vegas, Nevada 89102

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2001.

[Signature]

Signature of Resident Agent

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action authorizing staff to submit a letter to the Bureau of Land Management relinquishing approximately 0.27 acres of City-leased Bureau of Land Management land known as a portion of Parcel Number 125-20-501-002 in the vicinity of Elkhorn Road and US 95 in favor of the State of Nevada Department of Transportation for the planning and design of the Elkhorn Overpass - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On March 10, 2003, Public Works/Real Estate received a letter from Nevada Department of Transportation (NDOT) requesting the City to relinquish a portion of land from the existing Recreation & Public Purpose (R&PP) Lease #N-56125 in favor of NDOT. The R&PP Lease is for Mountain Ridge Park. The 5 yr. Lease was issued to the City on 11/11/99 w/a 5-yr. renewal granted on 2/29/00. NDOT's request is in coordination with the City regarding the planning and design of the Elkhorn Overpass to bridge the US-95 freeway. The request has been reviewed and approved by the City Engineer.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Letter of Relinquishment
2. Nevada Department of Transportation's Request Letter
3. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 14 be stricken. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 14 - Discussion and possible action authorizing staff to submit a letter to the Bureau of Land Management relinquishing approximately 0.27 acres of City-leased Bureau of Land Management land known as a portion of Parcel Number 125-20-501-002 in the vicinity of Elkhorn Road and US 95 in favor of the State of Nevada Department of Transportation for the planning and design of the Elkhorn Overpass

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested this matter be stricken, as the Bureau of Land Management contacted staff expressing their preference to have the City send them a letter, rather than relinquishing the current lease, giving them authorization to use the property for roadway purchases. The Nevada Department of Transportation was contacted, but has not responded.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:27 – 3:29)

1-583



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

May 7, 2003

Assistant Field Manager
Division of Lands
Bureau of Land Management
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, NV 89130

Re: Recreation and Public Purpose Lease N-56125

To Whom It May Concern::

The City of Las Vegas would like to relinquish a portion of BLM serial number N-56125 in favor of the Nevada Department of Transportation (NDOT). The current lease is for a 40 acres site located at:

Mount Diablo Meridian
T. 19S., R 60E.
sec. 20, NE1/4NE1/4

The portion of land that we wish to relinquish to NDOT is described as:

Mount Diablo Meridian
T. 19S., R 60E.
sec. 20, NW1/4NW1/4NE1/4NE1/4,
NE1/4NE1/4NW1/4NE1/4
(approximately 1.25 acres)

The City will retain the remaining 38.75 acres that are currently being used as a public park.

The City has a BLM right-of-way application (N-76529) for roadway, sewer and drainage that is currently being processed. This right-of-way is partially located within the area to be relinquished. We would like to relinquish the above land subject to the issuance of the right-of-way grant for N-76529. We have attached a map indicating the NDOT land and the right-of-way area for the City of Las Vegas.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Please do not hesitate to contact my office at (702) 229-1020 if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David Roark", with a long horizontal flourish extending to the right.

David Roark
Real Estate & Asset Management

DR:ry

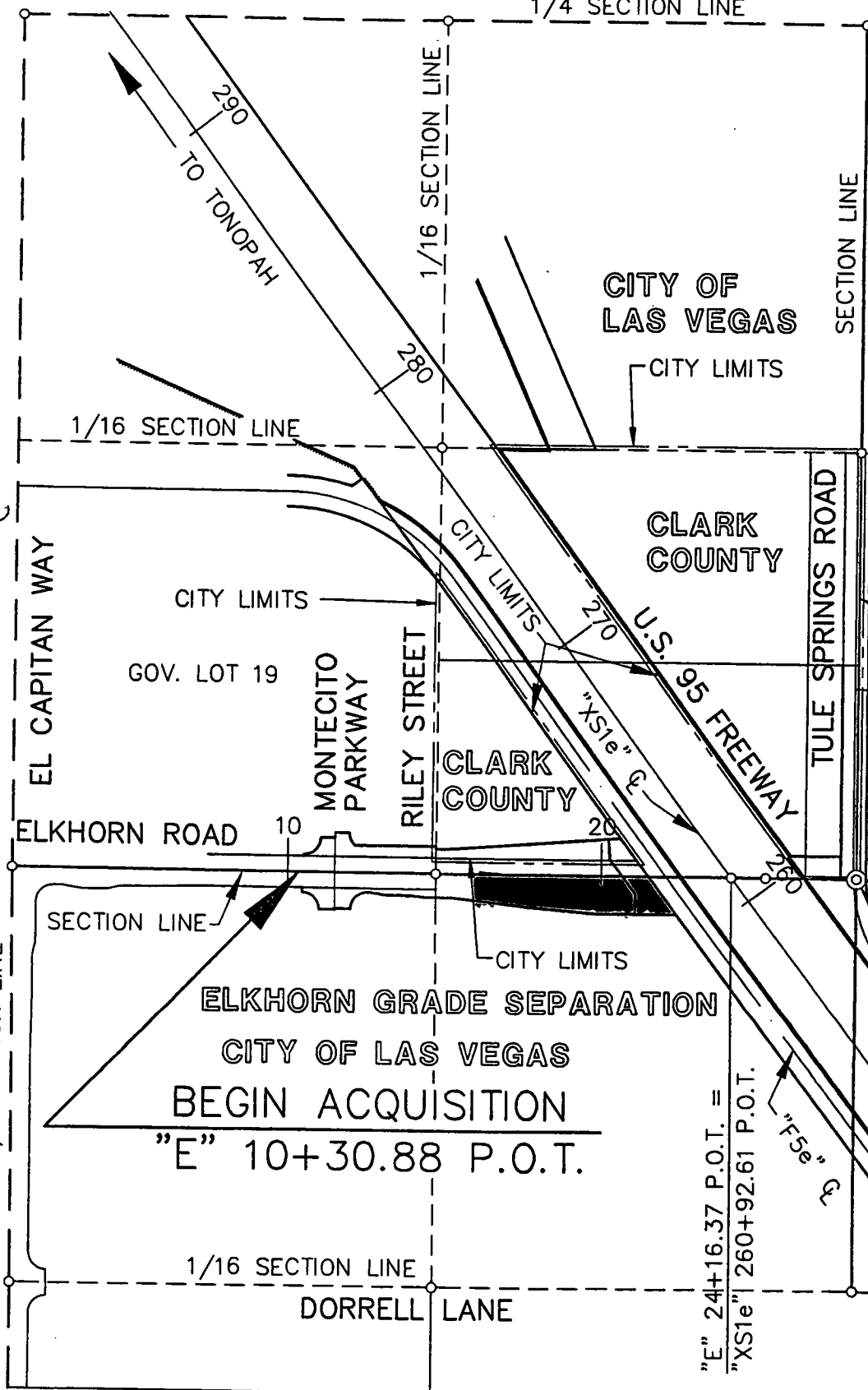
Enclosure

1. Map

cc: Jon L. Bunch, NDOT

DEP/

1/4 SECTION LINE



CLV R/W



N-Dot

EL CAPITAN WAY

GOV. LOT 19

MONTECITO PARKWAY

RILEY STREET

ELKHORN ROAD

SECTION LINE

1/4 SECTION LINE

ELKHORN GRADE SEPARATION
CITY OF LAS VEGAS
BEGIN ACQUISITION
"E" 10+30.88 P.O.T.

1/16 SECTION LINE

DORRELL LANE

1/4 SECTION LINE

1/16 SECTION LINE

SECTION LINE

CITY OF LAS VEGAS

CITY LIMITS

CLARK COUNTY

CITY OF

CITY LIMITS

U.S. 95 FREEWAY

TULE SPRINGS ROAD

SUNNY S

ELKHO UNIT N

30

17 16 "E"
20 21

"F2e"

250

TO LAS VEGAS

"E" 24+16.37 P.O.T. =
"X51e" 260+92.61 P.O.T.

"F5e" ♀



STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 1263 S. Stewart Street
 Carson City, Nevada 89712

March 7, 2003

TOM STEPHENS, P.E., Director

KENNY C. GUINN
 Governor

In Reply Refer to:

DAVID ROARK
 CITY OF LAS VEGAS
 314 LAS VEGAS BLVD NORTH
 LAS VEGAS NV 89101

Elkhorn Overpass
 N-56125

Dear Mr. Roark:

The Department of Transportation is currently working with the City in the planning and design of the Elkhorn Overpass that will bridge US-95 Freeway. It has been determined the NDOT will own all right-of-way necessary to operate and maintain the bridge structure from approach slab to approach slab. Currently, the City has a R. & P. P. Lease with the BLM on a portion of the land the State would like in it's own name. Before the BLM can issue a right-of-way to NDOT, it will be necessary for the City to remove or release this portion of land from existing R. & P.P. N-56125. Attached is a map and legal description reflecting the parcel being requested for release.

Your cooperation will be appreciated. I can be reached at (775) 888-7470 if you should need to speak with me.

Sincerely,

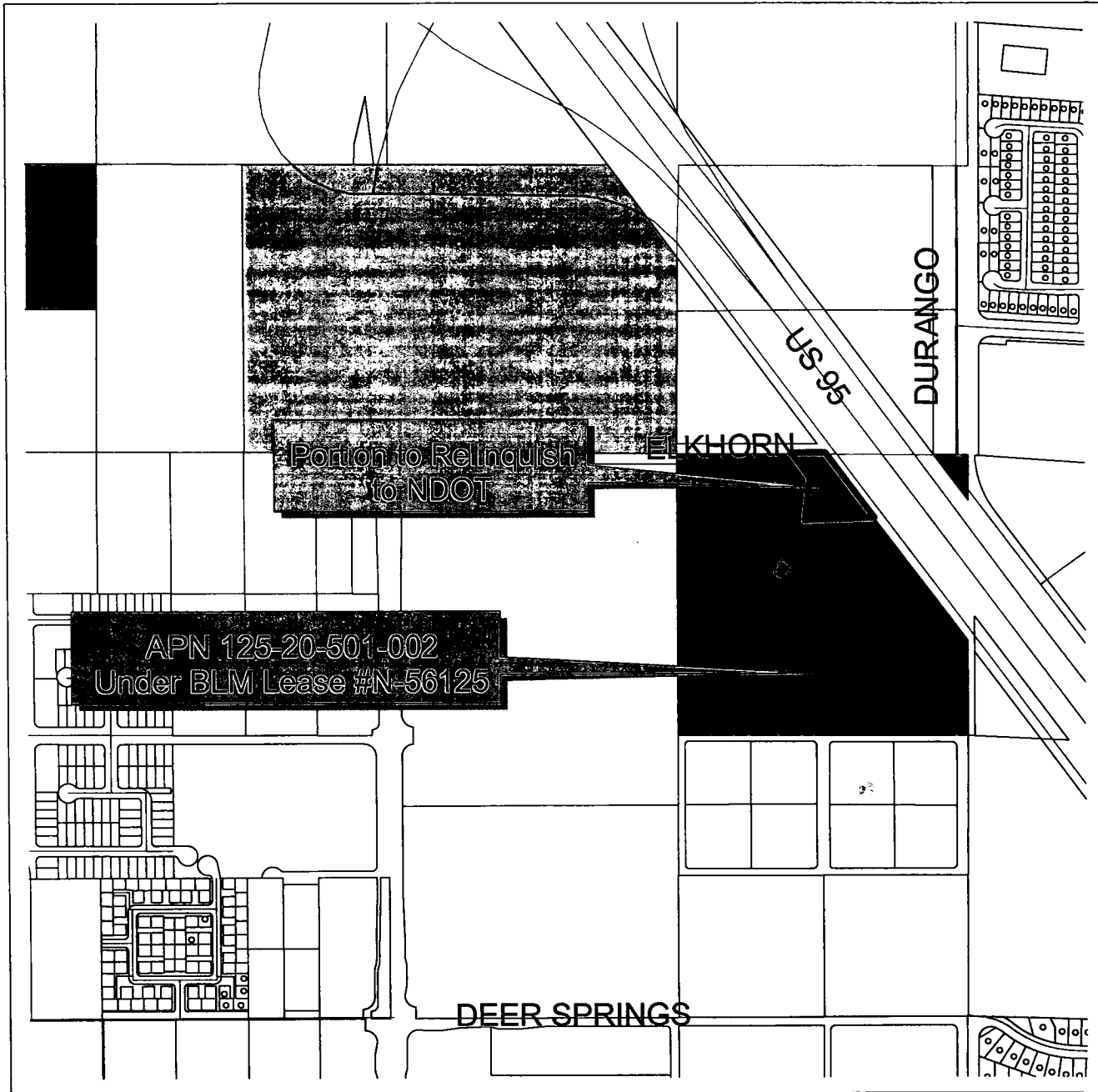
Jon L. Bunch
 Manager, RW Engineering

JLB/slp
 Enclosures








OK
 Charles Ferguson
 3/20/2003

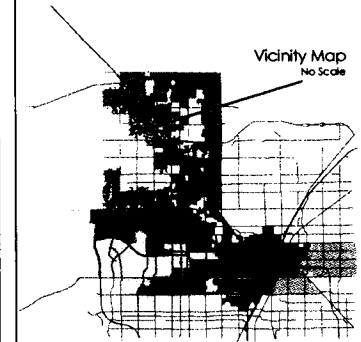
2003 MAR 10 P 3:40

CITY OF LAS VEGAS
 PUBLIC WORKS
 REAL ESTATE



Site Map

-  Street Centerline
-  Building Footprints
-  BImnew.shp
-  Leased
-  Applied
-  USA
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/05/05

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Lease between the City of Las Vegas and The Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to obtain financing for Phase II of the Charter School, the lender is requesting verification of terms contained in the original 2/1/01 Lease through a Memorandum of Lease to state a description of the Premises and the term of lease. This Memorandum of Lease specifies that if there is any inconsistency between the terms of this instrument and the Lease, the terms of the Lease shall prevail.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Memorandum of Lease

Submitted at the meeting: amended Exhibit A

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 15 be forwarded to the Full Council as amended with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, commented that this matter involves a memorandum of lease with The Charter School Development Foundation, which is the Agassi Foundation.

DEPUTY CITY ATTORNEY PONTICELLO interjected that an amended Exhibit A was being submitted for the Memorandum of Lease, as there was a mistake in the legal description.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Public Works

Item 15 - Discussion and possible action regarding a Memorandum of Lease between the City of Las Vegas and The Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street

MINUTES – Continued:

MR. ROARK said that Amendment Number 1, to the original Lease Agreement, is to correct the state of incorporation and to add the word “The” before the name of the Foundation. The original lease showed The Foundation as being incorporated in Nevada, but it is actually an Ohio corporation. The change is necessary to satisfy the banker for the bond. Staff recommends approval of both Items 15 and 16.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:29 – 3:31)

1-629

When Recorded, Return To:
The Charter School Development Foundation
c/o Agassi Enterprises, Inc.
3960 Howard Hughes Parkway, Suite 750
Las Vegas, NV 89109

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE dated as of April 15, 2003 is by and between:
The CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with its principal office located at 400 East Stewart Avenue, 4th Floor, Las Vegas, Nevada 89101 ("Landlord"), and THE CHARTER SCHOOL DEVELOPMENT FOUNDATION, an Ohio nonprofit corporation, with its principal office located at 3960 Howard Hughes Parkway, Suite 750, Las Vegas, Nevada 89109 ("Tenant").

WITNESSETH:

1. Landlord has leased to Tenant and Tenant has leased from Landlord that certain premises ("Premises") located in the City of Las Vegas, County of Clark, State of Nevada, at the rental and upon all of the terms and conditions set forth in that certain Lease Agreement for Charter School, dated as of November 1, 2000, between the parties hereto, and amended by that certain Amendment No. 1 to Lease Agreement for Charter School, both of which are incorporated herein by this reference (collectively, the "Lease"). The Premises are fully described in Exhibit A which is attached hereto and by this reference made a part hereof.

2. The Premises have been leased for a term of forty-nine (49) years ("Term") with five (5) consecutive five (5) year options to extend the Term. The Term Commencement Date under the Lease was February 1, 2001, and the Expiration Date of the Lease is January 31, 2050, subject to earlier termination, extensions due to force majeure, or Tenant's exercise of its options to extend the Term, as described above and as provided in the Lease.

5. Portions of the Agreement not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date set forth above.

LANDLORD:

CITY OF LAS VEGAS

By: _____
OSCAR GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. Andrews 5/9/03
Date

TENANT:

THE CHARTER SCHOOL DEVELOPMENT FOUNDATION,
an Ohio nonprofit corporation

By: Perry Rogers
PERRY ROGERS, President

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

PARCEL A:

THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM SAID PARCEL ONE (1) THE WEST ONE HUNDRED TEN FEET (110) THEREOF.

FURTHER EXCEPTING THEREFROM NORTHERLY AND EASTERLY 30.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 22, 1959 IN BOOK 138 AS DOCUMENT NO. 113275, OF OFFICIAL RECORDS.

AND FURTHER EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 23, 1990 IN BOOK 900823 AS DOCUMENT NO. 00359, OF OFFICIAL RECORDS.

PARCEL B:

THE SOUTH THIRTY-SIX (36) FEET OF THE WEST ONE HUNDRED TEN (110) FEET OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

PARCEL TWO (2):

THE SOUTH ONE HUNDRED TWENTY-NINE FEET (129) OF THE NORTH TWO HUNDRED NINETY-FOUR FEET (294) OF THE WEST ONE HUNDRED TEN FEET (110); AND THE EAST THIRTY FEET (30) OF THE WEST ONE HUNDRED TEN FEET (110) OF THE NORTH ONE HUNDRED SIXTY-FIVE (165) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTH THIRTY FEET (30) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED AUGUST 22, 1957 IN BOOK 138 AS DOCUMENT NO. 113275, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE SOUTH TWENTY FEET (20) OF THE NORTH FIFTY FEET (50) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED DECEMBER 12, 1931 IN BOOK 901231 AS DOCUMENT NO. 00310, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE EASTERLY 30.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED MARCH 7, 1957 IN BOOK 122 AS DOCUMENT NO. 100804, OF OFFICIAL RECORDS.

PARCEL FOUR (4):

THE EAST 250 FEET OF THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH FIFTY (50) FEET AND THE EAST THIRTY (30) FEET AND THAT CERTAIN SPANDREL IN THE NORTHEAST CORNER THEREOF, AS CONVEYED TO THE CITY OF LAS VEGAS FOR STREET AND ROAD PURPOSES.

PARCEL FIVE (5):

THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

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PARCEL SIX (6):

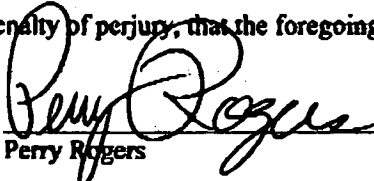
THE WEST EIGHTY FEET (80) OF THE NORTH ONE HUNDRED SIXTY-FIVE FEET (165) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

Disclosure of Principals

The principals and partners of the Charter School Development Foundation and all persons and entities holding more than 1% interest in the Charter School Development Foundation and or any principal of Charter School Development Foundation are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Perry Rogers	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700
Todd Wilson	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700

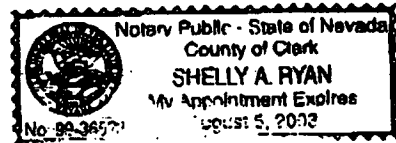
I hereby certify under penalty of perjury, that the foregoing list is full and complete.


Perry Rogers

Its: President

Subscribed and sworn to before me this 9th day of May, 2003.


Notary Public



**CHARTER SCHOOL DEVELOPMENT FOUNDATION
LIST OF OFFICERS, DIRECTORS, AND TRUSTEES**

NAME AND ADDRESS	TITLE	COMPENSATION	CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS	EXPENSE ACCOUNT
Perry Rogers 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	President	NONE	NONE	NONE
Todd Wilson 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	Secretary	NONE	NONE	NONE
Todd Wilson	Treasure	NONE	NONE	NONE

EXHIBIT "A"
LEGAL DESCRIPTION

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EXCEPTING THEREFROM THE NORTH THIRTY FEET (30) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED AUGUST 22, 1957 IN BOOK 138 AS DOCUMENT NO. 113275, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THE SOUTH TWENTY FEET (20) OF THE NORTH FIFTY FEET (50) AS CONVEYED TO CLARK COUNTY BY A DEED RECORDED DECEMBER 12, 1931 IN BOOK 901231 AS DOCUMENT NO. 00310, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

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PARCEL SIX (6):

THE WEST EIGHTY FEET (80) OF THE NORTH ONE HUNDRED SIXTY-FIVE FEET (165) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M.

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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 Amendment Number 1 to Lease Agreement between the City of Las Vegas and The Charter School Development Foundation for property located on the southwest corner of Lake Mead Boulevard and J Street - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Amendment corrects each reference of the incorrect name, Charter School Development Foundation, by adding the word "The" immediately preceding such incorrect name, correcting the state of incorporation and a subsection protecting the City's liability and credit against any voluntary termination of the lease.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Amendment No. 1

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 16 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

See related Item 15 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:29 – 3:31)

1-629

**AMENDMENT NO. 1
TO LEASE AGREEMENT FOR CHARTER SCHOOL**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT FOR CHARTER SCHOOL ("Amendment No. 1") is executed and entered into the ____ day of _____, 2003, by and between The CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with its principal office located at 400 East Stewart Avenue, 4th Floor, Las Vegas, Nevada 89101 ("Landlord"), and THE CHARTER SCHOOL DEVELOPMENT FOUNDATION, an Ohio nonprofit corporation, with its principal office located at 3960 Howard Hughes Parkway, Suite 750, Las Vegas, Nevada 89109 ("Tenant") (collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Lease Agreement for Charter School, dated as of November 1, 2000 ("Lease"), pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain premises located in the City of Las Vegas, County of Clark, State of Nevada, and as further described therein, at the rental and upon all the terms set forth therein.

B. The Parties now desire to modify and amend the Lease in certain respects, as more particularly set forth in this Amendment No. 1.

C. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing Recitals are true and correct and agree that the Agreement shall be amended as follows:

1. Name Correction: The correct name of Tenant is The Charter School Development Foundation. Accordingly, each occurrence in the Lease of the incorrect name, Charter School Development Foundation, is hereby corrected by adding the word "The" immediately preceding such incorrect name.

2. State of Incorporation Correction: The correct state of incorporation of Tenant is Ohio. Accordingly, each occurrence in the Lease of the phrase "a Nevada nonprofit corporation", used in connection with Tenant, is hereby corrected by deleting from such incorrect phrase the word "Nevada" and substituting in the place thereof the word "Ohio".

3. Section 11 of the Lease shall be amended by adding a new subsection (g) to read as follows:

g. Notwithstanding any other provision of this Section 11 or Section 3(b) hereof, while any bonds issued by Landlord under the City Economic Development Revenue Bond Law (NRS 268.512 to 268.568), the proceeds of which were used for the Improvements (the "Bonds"), or any obligations to reimburse any party for the payment of the principal of or interest on such Bonds, are outstanding and unpaid, no provision of the foregoing sections of this Lease, nor, to the extent required by law, any other provision of this Lease, relating to a voluntary termination of this Lease by

Tenant (other than a breach of this Lease) shall constitute or give rise to a pecuniary liability of the Landlord or a charge against its general credit or taxing powers. The foregoing provision does not apply to any payments made by Landlord for any portion of the Improvements for which proceeds of the Bonds were not used.

4. This Amendment No. 1 supersedes any provisions in the Lease in conflict herewith, and in the event of such a conflict, this Amendment No. 1 shall control.

5. All terms commencing with initial capital letters and not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

6. Portions of the Agreement not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date set forth above.

LANDLORD:

CITY OF LAS VEGAS

By: _____
OSCAR GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. [Signature] 5/9/03
Date

TENANT:

THE CHARTER SCHOOL DEVELOPMENT FOUNDATION,
an Ohio nonprofit corporation

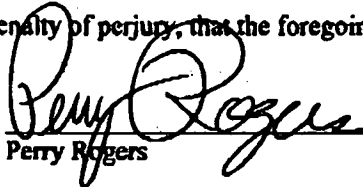
By: _____
PERRY ROGERS, President

Disclosure of Principals

The principals and partners of the Charter School Development Foundation and all persons and entities holding more than 1% interest in the Charter School Development Foundation and or any principal of Charter School Development Foundation are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Perry Rogers	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700
Todd Wilson	3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	(702) 227-5700

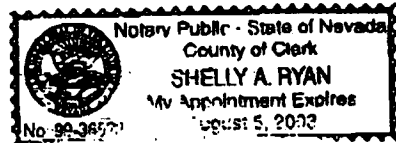
I hereby certify under penalty of perjury, that the foregoing list is full and complete.


Perry Rogers

Its: President

Subscribed and sworn to before me this 9th day of May, 2003.


Notary Public



**CHARTER SCHOOL DEVELOPMENT FOUNDATION
LIST OF OFFICERS, DIRECTORS, AND TRUSTEES**

NAME AND ADDRESS	TITLE	COMPENSATION	CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS	EXPENSE ACCOUNT
Perry Rogers 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	President	NONE	NONE	NONE
Todd Wilson 3960 Howard Hughes Pkwy. Suite 750 Las Vegas, NV 89109	Secretary	NONE	NONE	NONE
Todd Wilson	Treasure	NONE	NONE	NONE

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$31,536/36 months revenue
<input type="checkbox"/>	Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/>	Augmentation Required	Funding Source: Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:

In-House Productions provides business support services, convention services, and contract labor to the entertainment industry. In-House Productions' lease term is three years with three one-year options for renewal.

RECOMMENDATION:

Staff recommends approval of the Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center.

BACKUP DOCUMENTATION:

Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 16 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, advised that staff has finally found a suitable tenant for this space at the Business Center. The company provides business support services, convention services, and contract labor to the entertainment industry. Staff recommends approval.

COUNCILMAN WEEKLY confirmed that this agreement is not for space in the Enterprise Park.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Neighborhood Services

Item 17 - Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund)

MINUTES – Continued:

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:31 – 3:32)

1-701

LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS LEASE AGREEMENT (hereinafter "Lease") entered into this ___ day of _____, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and In-House Productions, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, Lessor desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Lessor desires to make available to Lessee, by means of this Lease, certain space within the Business Center on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant") was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, this Lease is consistent with the purpose of the EDA grant and the CDBG grant.

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

1. LEASE OF PREMISES

Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suite 34. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by In-House Productions.

2. TERM

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on June 1, 2003 (the "Commencement Date") and shall end on May 31, 2006.

3. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased to a company, which has relocated its facility from one commuting area to another. Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the Business Center. Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Lessor, on a form provided by Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which is attached as Exhibit "C" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the area prior to the date of the applicant's application for lease;
- (ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;
- (iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;
- (iv) are relocating from technologically obsolete facilities to be competitive;
- (v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)).

4. JOB CREATION AND RETENTION

Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
 - (A) The job is known to be held by a low- or moderate-income person; or

- (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.
- (i) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
 - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - (B) The Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

5. RECORDS TO BE MAINTAINED

Each Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

- a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR §570.3, as specified on the Self Certification Form For Family Income, the form of which is attached as Exhibit “F” and provided by the City; or the Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:
 - (i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.
 - A. Where the Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:
 - (1) A copy of a written agreement containing:
 - a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training

for any of those jobs requiring special skills or education:

- b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and
 - c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and
- (2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.
- B. Where the Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:
- (1) A copy of a written agreement containing:
 - a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and
 - b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.
 - (1) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and
 - (2) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:
- A. Evidence that in the absence of CDBG assistance, jobs would be lost;
 - B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected

to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;

D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and

E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

- (i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

6. CONDITION OF PREMISES

The Premises are leased to Lessee on an "as-is" basis, except that Lessor warrants that the building complies with applicable building-related codes. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist. However, Lessee shall be entitled to any warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the Lessor of the Business Center.

7. OPTION TO RENEW

Lessor agrees that Lessee may renew this Lease for an additional period of three (3) years, exercised in one (1) year options, in accordance with the terms and conditions contained in this Lease, but subject to the following conditions:

- A. In order to exercise the options, Lessee must first provide Lessor at least 120 days prior written notice of its intent to renew;

- B. The minimum monthly rent may include up to five (5) percent increase or the Consumer Price Index for the previous year, whichever is less, but in no event shall any annual increase exceed \$.10 per square foot. The lease renewal shall be renegotiated within the 120-day period immediately preceding the end of the applicable Lease term. The parties may propose the renegotiation of other terms and conditions for the renewal period; and
- C. Lessor shall be under no obligation to honor the option if Lessee is in default of any covenant, obligation or condition of this Lease.

8. MINIMUM RENT

Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) in advance, calculated at Eighty Cents (\$.80) per square foot for the 400 square foot office area and Sixty-five Cents (\$.65) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the first year of the Lease. Lessee agrees to pay the sum of Eight Hundred Seventy Six Dollars and No/Hundredths (\$876.00), calculated at Eighty-three Cents (\$.83) per square foot for the 400 square foot office area and Sixty-eight Cents (\$.68) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of Nine Hundred Twelve Dollars and No/Hundredths (\$912.00), calculated at Eighty-six Cents (\$.86) per square foot for the 400 square foot office area and Seventy-one Cents (\$.71) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the third year of the Lease, thus producing \$31,536 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on June 1, 2003, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Lessee to Lessor may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Lessee shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days written notice thereof.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Lease means the minimum rent as described in Section 8, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Lessee and any and all other sums, no matter how designated, that are required to be paid by Lessee under this Lease.

10. LATE CHARGES

In the event Lessee is delinquent in the payment of rent for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-Five Dollars and

No/hundredths (\$25.00) for the ten days, plus Five Dollars and No/hundredths (\$5.00) for each additional day.

11. SECURITY DEPOSIT

After the Commencement Date, if Lessee fails to pay rent or perform any other obligation, covenant, term or condition that it is required to perform under this Lease, Lessor may use, apply or retain all or any part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Lessor may spend or become obligated to spend to cure Lessee's default. If any portion of the security deposit is so used or applied, Lessee shall deposit with Lessor, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Lessee's part to do so shall constitute a material breach. Lessor shall be entitled to commingle the security deposit with its own funds and Lessee shall not be entitled to interest on the security deposit. If Lessee faithfully performs its obligations under this Lease and returns the Premises to Lessor in the same condition they were in at the commencement of this Lease, ordinary wear and tear excepted, Lessor shall return the security deposit (or such portion thereof as remains) to Lessee within fifteen (15) days.

12. USE OF PREMISES

Lessee agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to programs and services for Lessee clients. Except as expressly consented to in writing by Lessor, Lessee shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 12. In addition, Lessee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants.

13. LAWS, WASTE, NUISANCE

Lessee covenants that it:

- A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

14. CHANGES TO AND OPERATION OF BUSINESS CENTER

Lessor reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Lessor shall endeavor to do so with a minimum of disruption to Lessee's rights under this Lease. This Section does not diminish Lessee's right to seek any remedy available at law or in equity for injury or damage that Lessee may suffer because of Lessor's alteration of the interior of the Premises.

15. MAINTENANCE OBLIGATIONS

Lessee, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Lessor.

If Lessee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs. Upon completion of any such repairs, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder.

Lessor shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Lessor to the building in which the Premises are located. If Lessor is required to make structural repairs by reason of Lessee's negligent act or omission, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder. Lessor's obligation of repair as provided for herein is expressly conditioned upon Lessor's receipt of written notice, given in the manner set forth in Section 44, of the need for such repair. Lessor shall have no liability to Lessee based upon Lessor's failure to repair in the absence of the notice hereby required to be given.

16. ALTERATIONS

Lessee shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining Lessor's written approval. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought. In the event Lessor consents to the making of any alterations, additions or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Lessee shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of Lessor unless Lessor otherwise elects at the end of the term hereof.

Lessee shall obtain any and all federal, state and local permits and licenses required to conduct business. Lessee further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes neither representation nor commitment concerning approval of development-related permits for the Business.

17. UTILITIES

Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption in or upon the Premises for heat, gas, electricity or other utility services, including telephone repair and monthly telephone bills. Lessor shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Lessor shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Lessor's negligence. Lessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications previously approved in writing by Lessor.

18. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Lessor. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by lessees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and /or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Lessee unless notice thereof is first provided to Lessee.

19. TAXES

Subject to applicable exemptions from tax, Lessee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

20. RESPONSIBILITY AND LIABILITY

Lessee will be financially responsible to Lessor for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Lessee and its employees in connection with an occurrence upon the Premises during the term of this Lease, and Lessee will resist and defend at its own expense any actions or proceeding brought against Lessor by reason of such claims.

21. INSURANCE

Lessee agrees to procure and maintain, at its sole cost and expense and during the term of this Lease and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Lessee's improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Lessee agrees that Lessor shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 21. Lessee further agrees to deliver to Lessor evidence of the coverages required herein no later than 30 days after the Commencement Date. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Lessor at least 30 days' written notice.

22. ACCESS TO PREMISES

Lessor shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and lessees, and to make such repairs, additions, alterations or improvements as Lessor may deem desirable. During the four (4) months prior to the expiration of this Lease or of any renewal term, Lessor may place upon the Premises signs indicating the availability of the Premises for lease or sale, which Lessee shall permit to remain thereon.

Lessor may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the Leased Premises or any portion thereof.

23. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Keys are the property of the City of Las Vegas and should not be duplicated. Lessee will be charged \$10.00 for each key not returned upon surrendering premises. Before surrendering the Premises, Lessee shall remove all of its personal property and

trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof.

24. **HOLDING OVER**

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

25. **SALE OF BUSINESS CENTER**

Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), Lessor must include, as part of the documents transferring its interest, a provision obligating its successor to honor Lessor's obligations under this Lease.

26. **EMINENT DOMAIN**

In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section 26 shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

27. **DAMAGE OR DESTRUCTION**

- A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in the common areas.
- B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.
- C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option

and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Lease is not canceled and Lessor elects to repair and rebuild, this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

D. If any damage referred to in this Section 27 is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

28. LIENS AND ENCUMBRANCES

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

29. ASSIGNMENT AND SUBLETTING

Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. In accordance with 13 C.F.R. Part 314, Lessee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without Lessor's consent shall be voidable by Lessor and shall constitute a default hereunder which, at the option of Lessor, shall result in the termination of this Lease or the exercise of Lessor's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Lessee.

30. DEFAULT BY LESSOR

In the event Lessor fails to fulfill any obligation under this Lease, Lessee shall, before exercising any right or remedy available to it, give Lessor written notice of the claimed breach, default or noncompliance, which Lessor shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 27, if Lessor fails or refuses to make repairs or provide services, which are required hereunder within thirty (30) days after receiving written notice from Lessee of the need therefore, Lessee may exercise any right or remedy available to it under Nevada law.

31. DEFAULT BY LESSEE

A. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in subsection B.

- 1) Lessee's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.

- 2) Lessee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Lessee by Lessor.
 - 3) The falsification by Lessee or its agents of any document required to be furnished to Lessor hereunder.
- B. Upon the occurrence of any of the events set forth in subsection A, Lessor shall have the option to take any or all of the following actions, without further notice or demand of any kind to Lessee or any other person:
- 1) Terminate this Lease by written notice to Lessee. In the event of such termination, Lessee agrees to immediately surrender possession of the Premises.
 - 2) Seek damages and any other remedy available under Nevada law.
32. **GOVERNING LAW**
This Lease shall be governed by and interpreted according to the laws of the State of Nevada.
33. **NO PARTNERSHIP**
Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.
34. **FORCE MAJEURE**
Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.
35. **NO WAIVER**
Failure of Lessor to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing.
36. **PARTIAL INVALIDITY**
If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.
37. **BROKER'S COMMISSIONS**
Lessee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Lease. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Lessee.
38. **PROVISIONS BINDING**
Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of

any sale or assignment (except for purpose of security or collateral) by Lessor of the Business Center, the Premises or this Lease, Lessor shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Lessor's successor in interest. The preceding sentence applies only if Lessor's successor-in-interest is required by the transfer documents to honor Lessor's obligations under this Lease.

39. DRUG-FREE WORKPLACE

As a Lessee of a HOME-funded facility, and in connection with public services offered, In-House Productions agree that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that In-House Productions shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit D).

40. NON-DISCRIMINATION

Lessor and Lessee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Lessee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Lessor, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Lessee's civil rights posture and practices. Lessor agrees to provide Lessee with any forms that Lessee may be required to furnish hereunder.

41. ENTIRE AGREEMENT

This Lease, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished. No amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by the Parties and, in the case of the Lessee, executed with the same formality as attended Lessee's execution of this Lease.

42. SUBMISSION OF THIS LEASE

Submission of this Lease for examination by Lessee does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Lessor to Lessee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Lease, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

43. AUTHORITY OF SIGNATORIES

Each signatory to this Lease represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Lease is binding upon said entity in accordance with its terms.

44. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Lessor: Sharon Segerblom, Director
City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Lessee: Sheilagh M. Polk, President
In-House Productions
1951 Stella Lake Street, Suite 34
Las Vegas, NV 89106

Either party may designate a different address by giving written notice to the other Party.

45. APPROVAL OR CONSENT BY LESSOR

Whenever the approval or consent of Lessor is required by this Lease, such approval or consent shall not be unreasonably withheld.

46. DISCLOSURE OF PRINCIPALS

Lessee represents and warrants that there are no principals or owners of Lessee's company, except as disclosed in Exhibit B. Certification Regarding Disclosure of Principals, as signed and attached hereto.

47. CANCELLATION OF LEASE

It is understood, acknowledged and agreed by Lessor and Lessee that funding for Lessee's services and programs are frequently derived from local, state, and federal sources. It is further understood that funds may be increased or decreased by the funding sources in accordance with budget increases or cuts. If the funding is diminished significantly that local services or programs must be cancelled or reduced, Lessee may request Lessor to waive this Lease Agreement. If the Lessee provides a written request in writing and a minimum of 30 days written notice, such approval or consent by Lessor will not be unreasonably withheld.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date first set forth above.

CITY OF LAS VEGAS

By _____

OSCAR B. GOODMAN, Mayor
"LESSOR"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM J. Pinchella
4/15/03

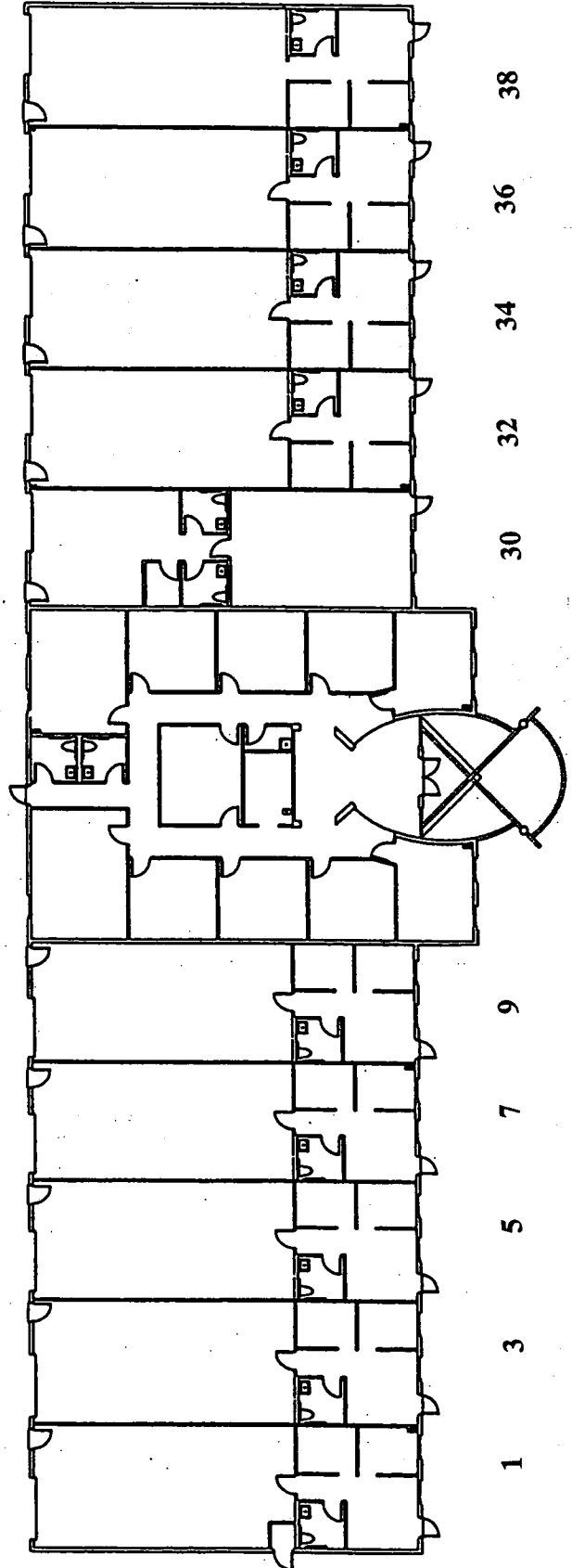
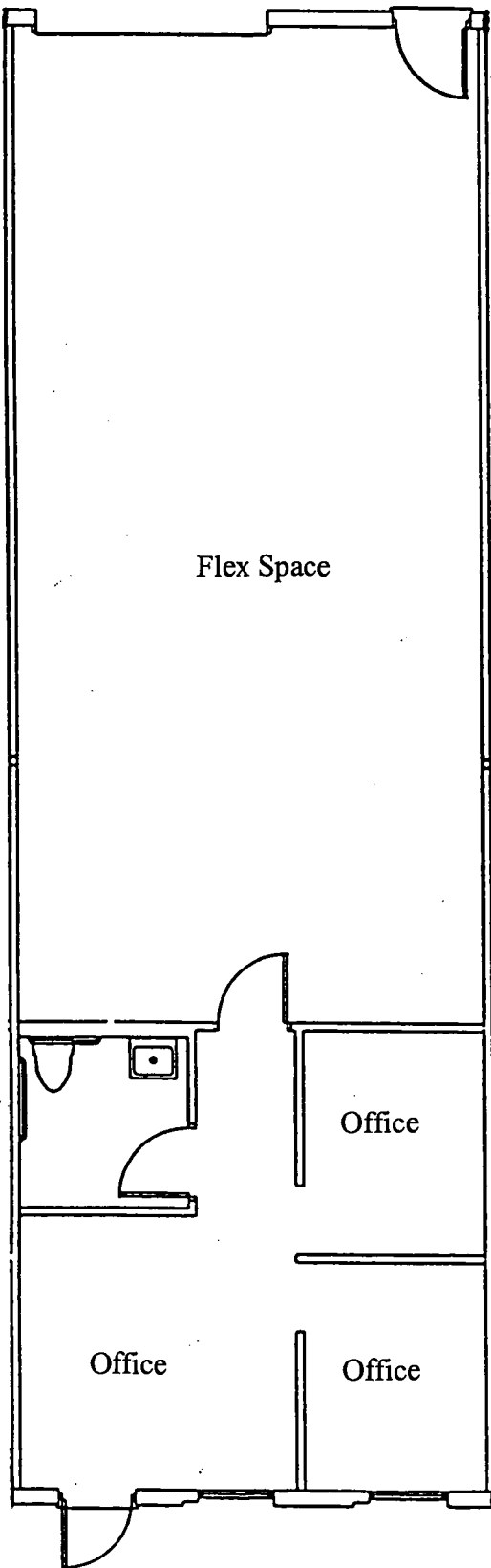
IN-HOUSE PRODUCTIONS

By Sheilagh M. Polk

SHEILAGH M. POLK, President
"LESSEE"

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Exhibit "A"
Las Vegas Business Center, Floor Plan



14 - 26

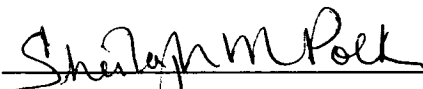
Exhibit B
Certification Regarding Disclosure of Principals

The principals and partners of In-House Productions and all persons and entities holding more than a 1% interest in In-House Productions or any principal of In-House Productions are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	<u>Sheilagh M. Polk</u>	<u>1951 Stella Lake Street, Ste 34 LV, NV 89106</u>	<u>631-4748</u>
2.	<u>Patrick J. Bash</u>	<u>1951 Stella Lake Street, Ste 34 LV, NV 89106</u>	<u>631-4748</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____

I certify that the information set forth above is true and correct.

In-House Productions



 Sheilagh M. Polk, President

 04/18/03
 Date

ATTEST:



 Leonard Dixon, Staff
 Neighborhood Services Department

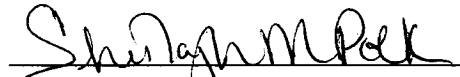
Exhibit C
Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit C, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

- (i) relocated to the Area prior to the date of the applicant's application for Lease;
- (ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
- (iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
- (iv) relocating from technologically obsolete facilities to be competitive;
- (v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) determined by EDA to be exempt (13 CFR Section 316.4(b)).

In-House Productions



Sheilagh M. Polk, President

Date 04/18/03

Exhibit D
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Lessee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Lessee's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

In-House Productions

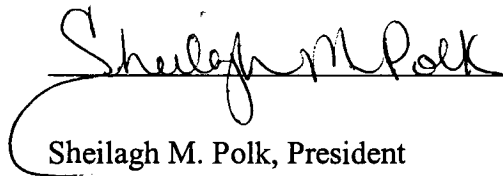
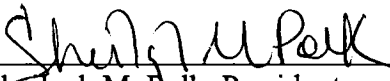

Sheilagh M. Polk, President

Exhibit E
Certificate of Non-Discrimination

In-House Productions assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that In-House Productions will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. In-House Productions further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze In-House Productions' civil rights posture and practices.

I certify that the information set forth above is true and correct.

In-House Productions



Sheila M. Polk, President

04/18/03
Date

ATTEST:



Leonard Dixon, Staff
Neighborhood Services Department

Leonard Dixon, Staff
Neighborhood Services Department

**Exhibit F
SELF-CERTIFICATION FORM FOR FAMILY INCOME**

Date: _____

City / County: _____

Community Development Block Grant request for fiscal year _____

The information you provide regarding your family income will be part of your request for state subsidy funds which will assist the economic development of _____.
The information will be confidential, but may require verification.

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

FAMILY SIZE	INCOME	ABOVE	UNDER
1	<u>\$29,950</u>	_____	_____
2	<u>\$34,250</u>	_____	_____
3	<u>\$38,500</u>	_____	_____
4	<u>\$42,800</u>	_____	_____
5	<u>\$46,200</u>	_____	_____
6	<u>\$49,650</u>	_____	_____
7	<u>\$53,050</u>	_____	_____
8	<u>\$56,500</u>	_____	_____

How many hours do you work each month? _____

Gender of head of household: _____ Male _____ Female

Nationality and age of head of household: _____ Over 62 years of age

_____ White _____ Black _____ Hispanic _____ Asian

_____ Alaska Native _____ Pacific Islander _____ American Indian

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of _____ and the United States Department of Housing and Urban Development.

Signature: _____

Date: _____

Name: _____ Home Address: _____

(Printed Name)

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: LESA CODER

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action for Office District Parking I, Inc., as Purchaser, to enter into a Purchase and Sales Agreement with Gerry R. Alesia and Antoinette Alesia (50%), Paul Orfalea (25%), and Dennis Itule and Sheridan Itule (25%), Trustees of the Itule Family Trust dated October 19, 1987, collectively as Seller, for a parcel commonly known as 608 South Fourth Street, in the amount of \$400,000 including brokerage fees (APN 139-34-311-108) - Ward 1 (M. McDonald)

Fiscal Impact

No Impact

Amount: \$400,000

Budget Funds Available

Dept./Division: OBD/Economic Division

Augmentation Required

Funding Source: Industrial Revenue Fund

PURPOSE/BACKGROUND:

This is a willing buyer/willing seller transaction with a final negotiated price that is the same for both 604 and 608 South Fourth Street. The acquisition of these 2 remaining parcels will allow the City to offer a prominent redevelopment parcel in the future within the Office Core District and immediately adjacent to the City's new parking structure.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

- 1. Purchase and Sales Agreement
- 2. Location Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 18 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

LESA CODER, Director, Office of Business Development, appeared representing Office District Parking I, Inc., and indicated that about two years ago the City purchased the balance of this City block, with the exception of John Moran's parcel. The two parcels in question are surrounded by City-owned property. She recommended approval at the negotiated price for each parcel. A quick closing will facilitate construction for the parking garage to be constructed west of this site.

REAL ESTATE COMMITTEE MEETING OF MAY 19, 2003

Business Development

Item 18 - Discussion and possible action for Office District Parking I, Inc., as Purchaser, to enter into a Purchase and Sales Agreement with Gerry R. Alesia and Antoinette Alesia (50%), Paul Orfalea (25%), and Dennis Itule and Sheridan Itule (25%), Trustees of the Itule Family Trust dated October 19, 1987, collectively as Seller, for a parcel commonly known as 608 South Fourth Street, in the amount of \$400,000 including brokerage fees (APN 139-34-311-108)

MINUTES – Continued:

COUNCILMAN MACK questioned the funds being used to make the purchase. MS. CODER answered that the funds will be taken out of the Industrial Special Revenue Fund.

No one appeared in opposition and there was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:10 – 3:12)

1-16

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made between GERRY R. ALESIA AND ANTOINETTE ALESIA, PAUL ORFALEA, AND DENNIS ITULE AND SHERIDAN ITULE, TRUSTEES OF THE ITULE FAMILY TRUST DATED OCTOBER 19, 1987 (collectively the "Seller"), and OFFICE DISTRICT PARKING I, INC., A NEVADA NONPROFIT CORPORATION ("Purchaser"), a single purpose entity formed to receive, hold and transfer real property on behalf of the City of Las Vegas, a municipal corporation of the State of Nevada.

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (commonly known as 608 South Fourth Street, Las Vegas, Nevada and herein called the "Property"):

All that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots 27 and 28 in Block 25 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

2.

PURCHASE PRICE

Purchase Price. The purchase price (the "Purchase Price") for the Property shall be FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) cash, and shall be paid by Purchaser to Seller at the Closing (\$376,000 to Seller and \$24,000 to Broker), subject to the terms of this Agreement.

3.

CONDITIONS TO CLOSING

3.1 Evidence of Title.

(a) Title Commitment. Purchaser shall receive, as soon as Escrow Agent can provide, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any restrictive covenants, easements and other items listed as title exceptions therein.

(b) Title Exceptions. Thereafter, Purchaser shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If the purchase is declined by Purchaser, the parties agree to cancel escrow immediately. If Purchaser fails to disapprove of

any such item by written notice to Seller and Escrow Agent within the 30-day period, Purchaser shall be deemed to have approved such item. If Purchaser disapproves of any such item by written notice to Seller and Escrow Agent during such 30-day period, Seller shall cure such item, or failing or refusing to do so, Escrow Agent shall take the necessary steps to cure such item, charging all costs related thereto to the Seller and deducting such costs from the Purchase Price paid to Seller as set forth in Section 2 above. The title exceptions listed in the Commitment for Title Insurance which Purchaser approves or is deemed to approve pursuant to this Section 3.1 are hereinafter called the "Permitted Exceptions."

3.2 Inspection. Purchaser may inspect the Property at any reasonable time during business hours during the above referenced 30-day period. If such inspection reveals any fact or condition unacceptable to Purchaser, Purchaser shall notify Seller and Escrow Agent of such unacceptable fact or condition and may terminate this Agreement. In the event Purchaser does not give such notification, the said inspection of the Property shall be deemed satisfactory to Purchaser and Purchaser shall Purchase the Property in its "as is" physical condition. Purchaser shall be liable for all damage or injury to person or property resulting from any such inspection occasioned by the acts of Purchaser, its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability resulting therefrom. This indemnification by Purchaser shall survive the Closing or the termination of this Agreement, as applicable.

3.3 Expedited Approval And Closing. Purchaser may notify Escrow Agent and Seller of its approval of the Permitted Exceptions and approval of the Property in its "as is" condition prior to the expiration of the 30-day period referenced above, and in such event, Closing shall proceed as soon as Escrow Agent can accomplish the Closing.

3.4 Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the Purchaser shall pay the Escrow Agent's cancellation fees and charges, and neither party shall have any further obligations under this Agreement.

4.

REPRESENTATIONS OR WARRANTIES

4.1 EXCEPT AS SET FORTH BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING

COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR EQUIPMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR WHICH MIGHT BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS ARTICLE 5 SHALL BE DEEMED TO SURVIVE THE CLOSING.

4.2 Representations and Covenants of Seller. Seller represents, warrants and covenants to Purchaser as follows:

(a) To the best of Seller's knowledge (which shall be defined as the actual knowledge of Gerry R. and Antoinette Alesia, Paul Orfalea, and Dennis and Sheridan Itule—the "Principals" of Seller), Seller currently owns the Property and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) To the best of Seller's knowledge, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are and at the Closing will be, provided Purchaser has duly executed those documents requiring Purchaser's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller or any of the Principals of Seller referred to in subsection 4.2(a) above.

(d) To the best of Seller's knowledge, Seller (and any Principal of Seller) has not granted to any person, firm or corporation or other entity other than Purchaser, any right or option to acquire the Property or any part thereof that has not heretofore terminated.

(e) To the best of Seller's knowledge Seller has no actual, current knowledge of any presence, use, generation, storage or disposal of any hazardous or toxic substances, wastes or pollutants on or under the Property, or of any underground storage tanks located on the Property.

(f) To the best of Seller's knowledge, the party or parties executing this Agreement on behalf of Seller have been duly authorized and are empowered to bind Seller to this Agreement, and all consents which are required for Seller's execution and delivery of this Agreement have been obtained by Seller.

(g) To the best of Seller's knowledge, prior to Closing, Seller covenants to take no action to cause any of Seller's representations and warranties in this Section 4.2 to become untrue.

(h) Seller warrants that Gerry R. Alesia & Antoinette Alesia, Paul Orfalea, and Dennis Itule & Sheridan Itule are the sole Principals of Seller involved in this Agreement and that no other persons or entities have any financial interest of Seller herein.

4.4 Survival. The provisions of this Article 4 shall be deemed to survive the Closing.

5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at the Lawyers Title Of Nevada, Inc. (the "Escrow Agent") office in Las Vegas, Nevada, on the date which is on or before fifteen (15) calendar days following the expiration of the 30-day inspection period referenced above, (the "Closing Date"), unless the parties mutually agree upon another place or date. In the event Purchaser notifies Escrow Agent of its approval of the Permitted Exceptions and of the "as is" condition of the Property prior to the expiration of the 30-day inspection period, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Purchaser to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The undersigned President of Purchaser corporation shall have the authority to execute all documents necessary to close escrow. The deed shall be in a form acceptable to the Purchaser. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide the policy of Title Insurance requested by Purchaser to the Purchaser at Close of Escrow. Escrow Agent shall record the deed to convey the Property to Purchaser and shall deliver any funds due Seller under the terms of this Agreement at Closing.

5.2 Seller's Obligations at Closing. By Closing, Seller shall deliver to Escrow Agent the following documents:

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Seller conveying the Land to Purchaser in substantially the form attached to this Agreement as Exhibit A, and subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Seller's resolutions or other documents required by Escrow Agent, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing

and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(d) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.3 Purchaser's Obligations at Closing. By Closing, Purchaser shall deliver to Escrow Agent the following:

(a) Purchase Price. The Purchase Price by cashier's check or wire transfer of immediately available funds prior to the Closing Date, or such earlier time as may be required by Escrow Agent; and;

(b) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.4 Proration. All real estate taxes and other assessments with respect to the Property, shall be prorated to the Closing Date. Any such sums due from Seller shall be deducted from the Purchase Price due Seller under Section 2 above, and paid by Escrow Agent. This paragraph shall survive the Closing.

5.5 Possession. Possession of the Property shall be delivered to Purchaser at Closing free of all tenants, and subject only to the Permitted Exceptions. In the event the Property is not free of all tenants by the time the Closing could otherwise occur under the terms of this Agreement, the Closing shall be postponed until the Property is free of all tenants and Seller shall pay Purchaser \$5000 per month for every full 30 day period thereafter that the Property is not free of all tenants, such payment to be deducted from the Purchase Price and returned to Purchaser at Closing.

5.6 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Purchaser, together with any escrow fees, recording costs and other customary charges of the Escrow Agent. Each party shall pay its own attorneys' fees, if any. Seller warrants that no real estate broker or agent has been involved in this transaction other than as set forth in Section 5.7 below, and in the event any other broker or agent asserts any claim for fees in this matter, Seller shall hold Purchaser harmless from any such claim as set forth in Section 9.2 herein, and Escrow Agent is authorized to withhold the amount of any such claim from the Purchase Price pending a final resolution thereof and proceed with the Closing.

5.7 Real Estate Broker. Seller has been represented by Frank J. Consiglio, President of Real Corp Realty ("Broker"), 4588 N. Rancho Drive, Ste. 12, Las Vegas, NV 89014 in this transaction. Upon Closing, Escrow Agent shall deduct and pay Broker a 6% real estate commission of \$24,000.00 from the Purchase Price paid by Purchaser pursuant to Section 2 above.

6.

DEFAULT

6.1 Breach by Seller. If Seller breaches this Agreement, Purchaser may terminate or rescind this Agreement in its sole and exclusive discretion, or may pursue any other legal remedies at law or equity,

including specific performance. In the event of any breach by Seller, Seller shall also be liable to Purchaser for any actual, consequential or other damages.

6.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller shall be entitled to terminate or rescind the Agreement in its sole discretion, and in addition to any other remedies available at law or equity, the Agreement may be specifically enforced by Seller.

7.
FUTURE USE

From the date of this Agreement until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Seller (i) will keep and maintain the Property in its condition as of the date of this Agreement (reasonable wear and tear excepted), and (ii) will use its best effort promptly to advise Purchaser of any matters directly affecting the Property arising after the date of this Agreement.

(b) Contracts. Seller and the Principals of Seller will not, without the prior written consent of Purchaser, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

8.
MISCELLANEOUS

8.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO PURCHASER: Office District Parking I, Inc.
c/o Office Of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director

WITH COPIES TO: City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986
Attention: City Manager
and
City Attorney's Office
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

Attention: City Attorney

IF TO SELLER: Frank J. Consiglio, President
Real Corp Realty
4588 N. Rancho Drive, Ste. 12
Las Vegas, NV 89130

8.2 Real Estate Commissions. Neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby (other than Seller's Broker referred to in Section 5.7 above), and to the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any person or entity other than such Broker. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature (other than the commission due Broker pursuant to Section 5.7 above). Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.4 Amendment. Only a written instrument executed by the party or parties to be bound thereby may amend this Agreement.

8.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Nevada, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement.

8.8. Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Seller shall not assign any of its rights or obligations under this Agreement without the prior written consent of Purchaser.

8.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of

this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit, including, if applicable, the allocated cost of in-house counsel.

8.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

8.12 Date of This Agreement. As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement, following the execution by the Seller, is executed by the Purchaser.

8.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, form of the Grant, Bargain and Sale Deed.

PURCHASER:
OFFICE DISTRICT PARKING I, INC.

DATE OF EXECUTION BY PURCHASER:

By: _____
Name: Lesa Coder
Title: President

Approved as to form
Thomas R. Green 5-7-03
Deputy City Attorney Date

SELLER:

DATE OF EXECUTION BY SELLER:

Name: Gerry R. Alesia

Name: Antoinette Alesia

Name: Paul Orfalea

**Name: Dennis Itule, Trustee
Itule family Trust**

**Name: Sheridan Itule, Trustee
Itule Family Trust**

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

RPTT: Exempt 2
APN: 13934311108

Upon Recordation, Return to:
Office of Business Development
400 Stewart Ave.,
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Gerry R. Alesia and Antoinette Alesia, Paul Orfalea, and Dennis Itule and Sheridan Itule, Trustees of the Itule Family Trust dated October 19, 1987, (collectively "Grantor"), does hereby Grant, Bargain, and Sell to

Office District Parking I, Inc., a Nevada nonprofit corporation—a single purpose entity formed to receive, hold and transfer real property on behalf of the City of Las Vegas, a municipal corporation of the State of Nevada, ("Grantee")

the real property situate in the County of Clark, State of Nevada, described as follows:

Lots 27 and 28 in Block 25 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada,

together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any rents, issues or profits thereof.

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

**Gerry R. Alesia and Antoinette Alesia
husband and wife as joint tenants
as to an undivided 50% interest:**

Gerry R. Alesia

Antoinette Alesia

**Paul Orfalea, a single man
as to an undivided 25% interest:**

Paul Orfalea

**Itule Family Trust dated October 19, 1987
as to an undivided 25% interest:**

By _____
Dennis Itule, Trustee

By _____
Sheridan Itule, Trustee

(acknowledgements to be inserted upon execution)

BONNEVILLE AVE

FOURTH

THIRD ST

Subject Parcel

Site Map



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: LESA CODER **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action for Office District Parking I, Inc., as purchaser, to enter into a Purchase and Sales Agreement with Harold & Linda Foster Trust, as Seller, for a parcel commonly known as 604 South Fourth Street, in the amount of \$400,000 (APN 139-34-311-109) - Ward 1 (M. McDonald)

Fiscal Impact

<input type="checkbox"/>	No Impact	Amount: \$400,000
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division: OBD/Economic Division
<input type="checkbox"/>	Augmentation Required	Funding Source: Industrial Special Revenue Fund

PURPOSE/BACKGROUND:

This is a willing buyer/willing seller transaction with a final negotiated price that is the same for both 604 and 608 South Fourth Street. The acquisition of these 2 remaining parcels will allow the City to offer a prominent redevelopment parcel in the future within the Office Core District and immediately adjacent to the City's new parking structure.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Purchase and Sales Agreement
2. Location Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WEEKLY recommended Item 19 be forwarded to the Full Council with a "Do Pass" recommendation. COUNCILMAN MACK concurred.

MINUTES:

COUNCILMAN MACK declared the Public Hearing open.

LESA CODER, Director, Office of Business Development, appeared representing Office District Parking I, Inc.

See related Item 18 for discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:10 – 3:12)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made between **HAROLD & LINDA FOSTER TRUST** ("Seller"), and **OFFICE DISTRICT PARKING I, INC., A NEVADA NONPROFIT CORPORATION** ("Purchaser"), a single purpose entity formed to receive, hold and transfer real property on behalf of the City of Las Vegas, a municipal corporation of the State of Nevada.

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (commonly known as 604 South Fourth Street, Las Vegas, Nevada and herein called the "Property"):

All that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots 29 and 30 in Block 25 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

2.

PURCHASE PRICE

Purchase Price. The purchase price (the "Purchase Price") for the Property shall be FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) cash, and shall be paid by Purchaser to Seller at the Closing (as defined in Section 5.1), subject to the terms of this Agreement.

3.

CONDITIONS TO CLOSING

3.1 **Evidence of Title.**

(a) **Title Commitment.** Purchaser shall receive, as soon as Escrow Agent can provide, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any restrictive covenants, easements and other items listed as title exceptions therein.

(b) **Title Exceptions.** Thereafter, Purchaser shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If the purchase is

declined by Purchaser, the parties agree to cancel escrow immediately. If Purchaser fails to disapprove of any such item by written notice to Seller and Escrow Agent within the 30-day period, Purchaser shall be deemed to have approved such item. If Purchaser disapproves of any such item by written notice to Seller and Escrow Agent during such 30-day period, Seller shall cure such item, or failing or refusing to do so, Escrow Agent shall take the necessary steps to cure such item, charging all costs related thereto to the Seller and deducting such costs from the Purchase Price paid to Seller as set forth in Section 2 above. The title exceptions listed in the Commitment for Title Insurance which Purchaser approves or is deemed to approve pursuant to this Section 3.1 are hereinafter called the "Permitted Exceptions."

3.2 Inspection. Purchaser may inspect the Property at any reasonable time during business hours during the above referenced 30-day period. If such inspection reveals any fact or condition unacceptable to Purchaser, Purchaser shall notify Seller and Escrow Agent of such unacceptable fact or condition and may terminate this Agreement. In the event Purchaser does not give such notification, the said inspection of the Property shall be deemed satisfactory to Purchaser and Purchaser shall Purchase the Property in its "as is" physical condition. Purchaser shall be liable for all damage or injury to person or property resulting from any such inspection occasioned by the acts of Purchaser, its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability resulting therefrom. This indemnification by Purchaser shall survive the Closing or the termination of this Agreement, as applicable.

3.3 Expedited Approval And Closing. Purchaser may notify Escrow Agent and Seller of its approval of the Permitted Exceptions and approval of the Property in its "as is" condition prior to the expiration of the 30-day period referenced above, and in such event, Closing shall proceed as soon as Escrow Agent can accomplish the Closing.

3.4 Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the Purchaser shall pay the Escrow Agent's cancellation fees and charges, and neither party shall have any further obligations under this Agreement.

4.

REPRESENTATIONS OR WARRANTIES

4.1 EXCEPT AS SET FORTH BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE,

DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR EQUIPMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR WHICH MIGHT BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS ARTICLE 5 SHALL BE DEEMED TO SURVIVE THE CLOSING.

4.2 Representations and Covenants of Seller. Seller represents, warrants and covenants to Purchaser as follows:

(a) To the best of Seller's knowledge (which shall be defined as the actual knowledge of Harold and Linda Foster—the "Principals" of Seller), Seller is a trust, duly organized and validly existing and is in good standing under the laws of the State of Nevada, and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) To the best of Seller's knowledge, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are and at the Closing will be, provided Purchaser has duly executed those documents requiring Purchaser's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller or the Principals of Seller.

(d) To the best of Seller's knowledge, Seller has not granted to any person, firm or corporation or other entity other than Purchaser, any right or option to acquire the Property or any part thereof that has not heretofore terminated.

(e) To the best of Seller's knowledge Seller has no actual, current knowledge of any presence, use, generation, storage or disposal of any hazardous or toxic substances, wastes or pollutants on or under the Property, or of any underground storage tanks located on the Property.

(f) To the best of Seller's knowledge, the party or parties executing this Agreement on behalf of Seller have been duly authorized and are empowered to bind Seller to this Agreement, and all consents which are required for Seller's execution and delivery of this Agreement have been obtained by Seller.

(g) To the best of Seller's knowledge, prior to Closing, Seller covenants to take no action to cause any of Seller's representations and warranties in this Section 4.2 to become untrue.

(h) Seller warrants that Harold P. Foster and Linda L. Foster are the sole Principals of Seller involved in this Agreement and that no other persons or entities have any financial interest of Seller herein.

4.4 Survival. The provisions of this Article 4 shall be deemed to survive the Closing.

5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at the Lawyers Title of Nevada, Inc. (the "Escrow Agent") office in Las Vegas, Nevada, on the date which is on or before fifteen (15) calendar days following the expiration of the 30-day inspection period referenced above, (the "Closing Date"), unless the parties mutually agree upon another place or date. In the event Purchaser notifies Escrow Agent of its approval of the Permitted Exceptions and of the "as is" condition of the Property prior to the expiration of the 30-day inspection period, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Purchaser to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The undersigned President of Purchaser corporation shall have the authority to execute all documents necessary to close escrow. The deed shall be in a form acceptable to the Purchaser. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide the policy of Title Insurance requested by Purchaser to the Purchaser at Close of Escrow. Escrow Agent shall record the deed to convey the Property to Purchaser and shall deliver any funds due Seller under the terms of this Agreement at Closing.

5.2 Seller's Obligations at Closing. By Closing, Seller shall deliver to Escrow Agent the following documents:

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Seller conveying the Land to Purchaser in substantially the form attached to this Agreement as Exhibit A, and subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Seller's resolutions or other documents required by Escrow Agent, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing

and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(d) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.3 Purchaser's Obligations at Closing. By Closing, Purchaser shall deliver to Escrow Agent the following:

(a) Purchase Price. The Purchase Price by cashier's check or wire transfer of immediately available funds prior to the Closing Date, or such earlier time as may be required by Escrow Agent; and;

(b) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.4 Proration. All real estate taxes and other assessments with respect to the Property, shall be prorated to the Closing Date. Any such sums due from Seller shall be deducted from the Purchase Price due Seller under Section 2 above, and paid by Escrow Agent. This paragraph shall survive the Closing.

5.5 Possession. Possession of the Property shall be delivered to Purchaser at Closing free of all tenants, and subject only to the Permitted Exceptions. In the event the Property is not free of all tenants by the time the Closing could otherwise occur under the terms of this Agreement, the Closing shall be postponed until the Property is free of all tenants and Seller shall pay Purchaser \$5000 per month for every full 30 day period thereafter that the Property is not free of all tenants, such payment to be deducted from the Purchase Price and returned to Purchaser at Closing.

5.6 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Purchaser, together with any escrow fees, recording costs and other customary charges of the Escrow Agent. Each party shall pay its own attorneys' fees, if any. Seller warrants that no real estate broker or agent has been involved in this transaction, and in the event any other broker or agent asserts any claim for fees in this matter, Seller shall hold Purchaser harmless from any such claim pursuant to Section 9.2 herein, and Escrow Agent is authorized to withhold the amount of any such claim from the Purchase Price pending a final resolution thereof and proceed with the Closing.

6.

DEFAULT

6.1 Breach by Seller. If Seller breaches this Agreement, Purchaser may terminate or rescind this Agreement in its sole and exclusive discretion, or may pursue any other legal remedies at law or equity, including specific performance. In the event of any breach by Seller, Seller shall also be liable to Purchaser for any actual, consequential or other damages.

6.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller shall be entitled to terminate or rescind the Agreement in its sole discretion, and in addition to any other remedies available at law or equity, the Agreement may be specifically enforced by Seller.

7.
FUTURE USE

From the date of this Agreement until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Seller (i) will keep and maintain the Property in its condition as of the date of this Agreement (reasonable wear and tear excepted), and (ii) will use its best effort promptly to advise Purchaser of any matters directly affecting the Property arising after the date of this Agreement.

(b) Contracts. Seller will not, without the prior written consent of Purchaser, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

8.
MISCELLANEOUS

8.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO PURCHASER: Office District Parking I, Inc.
c/o Office Of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director

WITH COPIES TO: City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986
Attention: City Manager
and
City Attorney's Office
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Attention: City Attorney

IF TO SELLER: Harold & Linda Foster Trust
c/o Harold P. Foster, Trustee

8.2 Real Estate Commissions. Neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby, and to the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any person or entity other than such Broker. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.4 Amendment. Only a written instrument executed by the party or parties to be bound thereby may amend this Agreement.

8.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Nevada, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement.

8.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Seller shall not assign any of its rights or obligations under this Agreement without the prior written consent of Purchaser.

8.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit, including, if applicable, the allocated cost of in-house counsel.

8.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

8.12 Date of This Agreement. As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement, following the execution by the Seller, is executed by the Purchaser.

8.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, form of the Grant, Bargain and Sale Deed.

PURCHASER:
OFFICE DISTRICT PARKING I, INC.

DATE OF EXECUTION BY PURCHASER:

By: _____
Name: Lesa Coder
Title: President

Approved as to form
Thomas R. Green 5-7-03
Deputy City Attorney Date

SELLER:
HAROLD & LINDA FOSTER TRUST

DATE OF EXECUTION BY SELLER:

By: _____
Name: Harold P. Foster, Trustee

By: _____
Name: Linda L. Foster, Trustee

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

RPTT: Exempt 2
APN: 139-34-311-109

Upon Recordation, Return to:
Office of Business Development
400 Stewart Ave.,
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Harold & Linda Foster Trust, (“Grantor”) does hereby Grant, Bargain, and Sell to

Office District Parking I, Inc., a Nevada nonprofit corporation—a single purpose entity formed to receive, hold and transfer real property on behalf of the City of Las Vegas, a municipal corporation of the State of Nevada (“Grantee”)

the real property situate in the County of Clark, State of Nevada, described as follows:

Lots 29 and 30 in Block 25 of Clark’s Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada,

together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any rents, issues or profits thereof.

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

Harold & Linda Foster Trust

By: _____
Harold P. Foster, Trustee Date

By: _____
Linda L. Foster, Trustee Date

(acknowledgement to be inserted upon execution)

BONNEVILLE AVE

THIRD ST

FOURTH ST

Subject Parcel



Site Map



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 19, 2003

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.

(3:32)

1-739

THE MEETING ADJOURNED AT 3:32 P.M.

Respectfully submitted: _____

GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
May 29, 2003