

# 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, JUNE 2, 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. ABEYANCE ITEM - 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)
2. Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 3821 North Fort Apache Road, know as Fire Station #45 - Ward 4 (Brown)
3. Discussion and possible action regarding a Grant of Easement from the City of Las Vegas to Nevada Power Company for the purpose of relocation of an existing power pole located at the southwest corner of Tenaya Way and Alexander Road approximately 20 feet west on Parcel Number 138-10-101-017 - Ward 4 (Brown)
4. Discussion and possible action regarding Interlocal Agreement 109127 with the Las Vegas Valley Water District for water service to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street (\$2,730 - General Fund) - Ward 5 (Weekly)
5. 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 225 square foot Easement to the Las Vegas Valley Water District for fire hydrant services to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street - Ward 5 (Weekly)
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 a 50 square foot Easement to the Las Vegas Valley Water District for domestic water services to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street - Ward 5 (Weekly)
7. Approval authorizing Priority One Commercial, on behalf of the City of Las Vegas, to market the property located at 6325 Juliano Road - Ward 6 (Mack)
8. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and 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)
9. Approval authorizing staff to enter into negotiations with the Las Vegas-Clark County Library District for lease of approximately 480 square feet of office space located at Stupak Community Center 300 West Boston Avenue - Ward 1 (M. McDonald)

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# City of Las Vegas

Real Estate Committee of June 2, 2003

Page Two

10. Discussion and possible action regarding an Option to Purchase Real Property Agreement with developer Affordable Housing Resource Council to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of a senior assisted living project (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)
11. Discussion and possible action regarding an Option to Purchase Real Property Agreement Phase I with developer Affordable Housing Resource Council to purchase approximately two and one-half (2.5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of senior housing (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)
12. Discussion and possible action regarding an Option to Purchase Real Property Agreement Phase II with developer Affordable Housing Resource Council to purchase approximately two and one-half (2.5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of senior housing (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)
13. Discussion and possible action authorizing Intent to Purchase 601 Fremont Street (Parcel Number 139-34-611-018), from Clark County, for fair market value (\$1,196,500 - Industrial Special Revenue Fund) - Ward 5 (Weekly)

**CITIZENS PARTICIPATION: ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES**

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: JUNE 2, 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

(3:07 – 3:08)

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**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

**ABEYANCE ITEM** - 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 CIP 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 1 be forwarded to the Full Council with a recommendation for DENIAL. COUNCILMAN MACK concurred.**

**MINUTES:**

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that the Real Estate Committee considered this contract for seven lots at its last meeting. A neighborhood

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Public Works

Item 1 - 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:**

meeting was held in Ward 5, in which the residents opposed the project for these seven lots, insisting that other properties in the immediate area should be improved first. However, the developer is not interested in those properties; they are interested in developing these seven lots to build condominiums. In order to get out of the contract, it has to be denied by the Council.

COUNCILMAN WEEKLY thanked MR. ROARK for his due diligence in trying to get these parcels developed. However, he expressed concern about the way in which MR. ROARK indicated his disappointment in him, during one of their telephone conversations, for not supporting this project, especially since he does not live in Ward 5. COUNCILMAN WEEKLY felt that, as the representative for the area, he has the right to express his opinion about a potential project for his ward. The drug infestation in the neighborhood needs to be cleared before \$150,000 homes are built, otherwise they will not sell. Staff and the developers should have more respect for the people that have lived there for over 25 years and know their neighborhood. MR. ROARK pointed out that he cannot do anything about the drug infestation and has no control over those properties.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:09 – 3:16)

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## AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 20<sup>th</sup> 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.

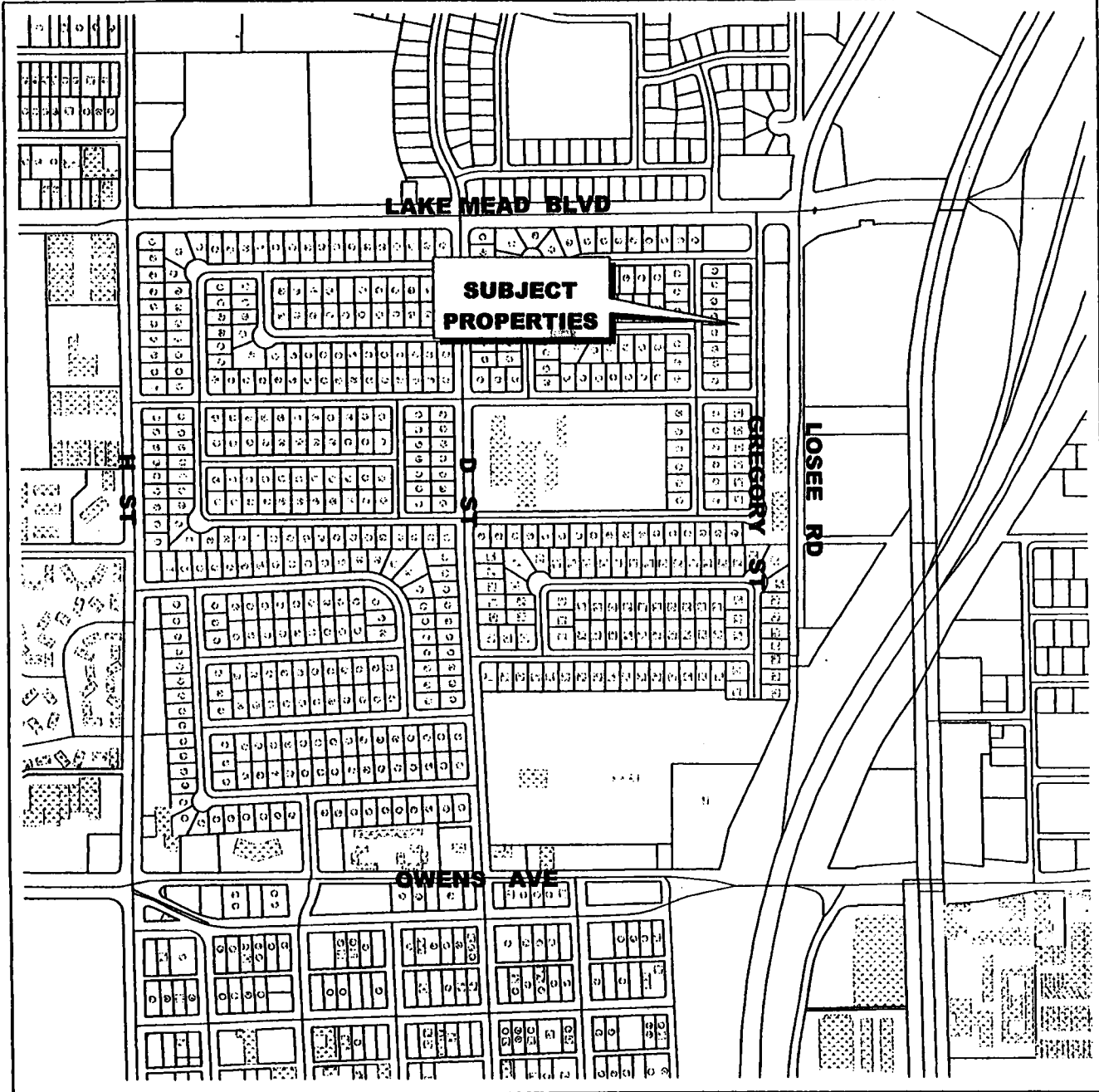
13. **Modifications or Amendments.** Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Seller designates the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk who shall have 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.

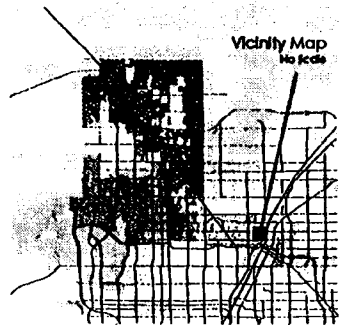
16. **Disclosure of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Buyer warrants that it has disclosed on the form attached as Exhibit "C," all principals and partners of North Airport Center, LLC, a Nevada Limited Liability Corporation, as well 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.





# 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)**

<b>REFERENCE</b> <i>Purchaser of Land Only</i>
<b>NAME</b> <i>North Airport Center, LLC</i>
<b>ADDRESS</b> <i>2626 So. Rainbow, Suite 202</i>
<b>PHONE</b> <i>221-1111 x 102</i>
<b>FAX</b> <i>99-0493280</i>

<b>Description</b>  <i>Land Purchase of 7 lots on Gregory St. Only.</i>
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<b>Type of Business</b>			
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation

<b>Disclosure of Ownership and Principals</b>			
<i>Purchasing</i>			
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 a 1% ownership interest in the Contracting Entity.			
No.	NAME AND TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<i>Lee Ann Burgess, Manager</i>	<i>2626 So Rainbow</i>	<i>221-1111 x102</i>
2.	<i>Ken Baxter, Member</i>	<i>2626 So Rainbow</i>	<i>221-1111 x102</i>
3.	<i>North Airport Center Member, LLC Member</i>	"	"
4.			
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: 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:

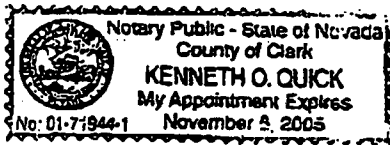
NONE

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 7<sup>th</sup> day of

MAY 2002:  
*[Signature]*  
 \_\_\_\_\_  
 Notary Public



GREATER LAS VEGAS ASSOCIATION OF REALTORS®

Multiple Listing Service

COUNTER OFFER

No. 1

ATTENTION: Cynthia Annan  
(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 thru 110  
dated: 2/24/03 is not accepted in its present form, but the following Counter Offer is hereby submitted:

- 1. Lot 9 on Gregory St. Las Vegas
- 2. Sales Price to be \$138,265-
- 3. Property to be in as is condition
- 4. 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. only 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: \_\_\_\_\_

NANCIE ANN BURGESS  
 Buyer  Seller Signature

Time: \_\_\_\_\_

The undersigned  Buyer  Seller accepts the above Counter Offer.

Date: \_\_\_\_\_

Cynthia Annan  
 Buyer  Seller Signature

Time: \_\_\_\_\_

Buyer  Seller Signature

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 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 the Las Vegas Valley Water District for the purpose of providing water services located at 3821 North Fort Apache Road, know as Fire Station #45 - Ward 4 (Brown)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

LVVWD inspected the water distribution facilities located at 3821 North Fort Apache Road, which are to be owned, operated & maintained by LVVWD. The inspection determined that said facilities have been installed in accordance with LVVWD standards & specifications. Therefore, the water facilities constructed for the CLV have been accepted by LVVWD as being satisfactorily completed on 2/20/03 and CLV now turns over the property to LVVWD.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Bill of Sale
2. LVVWD 2/27/03 Letter

**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, recommended approval.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:16 – 3:17)

**BILL OF SALE**

**Fire Station No. 45 - 107882**

FOR VALUE RECEIVED, City of Las Vegas does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated January 2, 2002, identified as No. 107882 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS  
City Clerk

\_\_\_\_\_  
OSCAR B. GOODMAN  
Mayor

APPROVED AS TO FORM:

*Thomas R. Green* 5-15-03

City Attorney



RECEIVED BY  
ARCHITECTURAL  
SERVICES

MAR 5 4 06 PM '03

ORIG/FILE: \_\_\_\_\_

XC: \_\_\_\_\_

February 27, 2003

PATRICIA MULROY  
GENERAL MANAGER

THOMAS A. MINWEGEN, P.E.  
DEPUTY GENERAL MANAGER  
ENGINEERING/OPERATIONS

RICHARD J. WIMMER  
DEPUTY GENERAL MANAGER  
ADMINISTRATION

CHARLES K. HAUSER  
GENERAL COUNSEL

City of Las Vegas  
400 Stewart Avenue  
Las Vegas, NV 89101

Attention: Charles Kajkowski, Jr., P.E., City Engineer

SUBJECT: CLV – Fire Station No. 45, (CON 107882, XC 7596)

The Las Vegas Valley Water District (DISTRICT) has performed an inspection of water distribution facilities installed in conjunction with the subject project which are to be owned, operated and maintained by the DISTRICT. Such an inspection determined that said facilities have been installed in accordance with DISTRICT Standards and Specifications.

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at CLV – Fire Station No. 45, as shown on DISTRICT approved water plan XC 7596, are accepted by the DISTRICT as being satisfactorily completed on February 20, 2003.

In accordance with the conditions of Agreement No. CON 107882, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of February 20, 2003, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

Per the Districts' Service Rules, Section 8.6, be advised that you as the developer are responsible for all water used through the new services installed as a part of this project. At this time, the District recommends you insure that the proper action is taken on all the accounts associated with this project. For additional information you may contact our Customer Service Department at 870-4194.

**BOARD OF DIRECTORS**

Myrna Williams, President • Yvonne Atkinson Gates, Vice-President  
Dario Herrera, Erin Kenny, Mary Kincaid-Chauncey, Chip Maxfield, Bruce L. Woodbury

February 27, 2003  
CLV – Fire Station No. 45

Attached is the Bill of Sale for the subject water facilities, which must be executed by the DEVELOPER. After the attached Bill of Sale has been properly signed and notarized, please return to the DISTRICT's Development Services Division. Any questions should be directed to Development Services at 258-3865.



Stan Hicks, Inspection Supervisor  
Construction Division

:vlc  
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)  
Jonathan Pickus, Manager, AM/FM GIS (w/file)  
J.A. Vay & Sons (w/o attachment)

y:CLVFireSta45.2fi

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

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**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 Grant of Easement from the City of Las Vegas to Nevada Power Company for the purpose of relocation of an existing power pole located at the southwest corner of Tenaya Way and Alexander Road approximately 20 feet west on Parcel Number 138-10-101-017 - Ward 4 (Brown)

**Fiscal Impact**

**No Impact**

**Amount:**

**Budget Funds Available**

**Dept./Division:**

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

NV Power is requesting the right to construct, operate, add to, maintain and remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above/below ground, service boxes, other fixtures and apparatus for the transmission and distribution of electricity for future development in this area.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Grant of Easement

**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, advised that this easement is for the relocation of a power pole at Bunker Park due to the development in that area. Staff recommends approval.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:17 – 3:18)

### GRANT OF EASEMENT

WE, CITY OF LAS VEGAS, for One Dollar and other valuable consideration, do hereby grant and convey to NEVADA POWER COMPANY its successors and assigns, an easement and right of way to construct, to operate, to add to, to maintain, and to finally remove a line or lines consisting of poles, guys, anchors, wires, cables, conduit, manholes, vaults, transformers and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and/or communication cable, upon, over, under, and across the parcel(s) hereinafter described:

The parcel(s) of land referred to above situate in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 10, Township 20 South, Range 60 East, M.D.M., Nevada, described as follows:

FOR DESCRIPTION SEE EXHIBITS "A" & "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Grantee shall have, at all times, the rights of ingress and egress over said described land for the purposes herein stated.
2. Grantee shall be responsible for any damages, suffered by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities, to any personal property or improvements owned by Grantor and located on the property herein described.
3. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from within said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgement of Grantee may interfere with or endanger the constructing, maintaining, inspecting, repairing, reconstructing, and operating of said Utility Facilities.

RW# 084-03rit  
Proj. # 1003598 (Tenaya-Mayfield-KB Homes pole relocation)  
Reference Document:

The Grantor(s) retain(s) the right to fence, to plant, to maintain and to use said parcel(s) for their own purpose so long as such uses are consistent with Grantees' electrical practices and with the National Electrical Safety Code and does not interfere with the rights herein granted. No construction or placement of any above or below ground structures within the easement area, including, but not limited to, canopies, grading, buildings, signage and/or covered facilities without prior written consent of Nevada Power Company.

WITNESS my (our) hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF LAS VEGAS:

Sign: \_\_\_\_\_ Capacity: \_\_\_\_\_  
print:

APPROVED AS TO FORM:  
*Thomas R. Green*  
Date: 5/15/03

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me,  
\_\_\_\_\_, a Notary Public, personally appeared  
\_\_\_\_\_ personally

~~known to me (or proved to me on the basis of satisfactory evidence)~~

\_\_\_\_\_  
Notary Public

When Recorded Mail To:  
Land Section - MS09  
Nevada Power Company  
P.O. BOX 98910  
Las Vegas, NV 89151-0001

\_\_\_\_\_  
Notary Statement and/or Seal  
RW3A Trans + Dist

## EXHIBIT "A"

*The purpose of the following description is to accommodate the relocation of an existing Tenaya-Lorenzi 138kv transmission line and pole at the Northwest corner of Tenaya Way and Alexander Rd., at the request of Mayfield Development/KB Homes.*

COMMENCING at the North Quarter Corner of Section 10, Township 20 South, Range 60 East, M.D.M. Nevada, said Quarter Corner being the proposed centerline intersection of Tenaya Way, a proposed 80.00 foot wide right of way and Alexander Road, a proposed 100.00 foot wide right of way;

Thence, along said proposed centerline of Alexander Road, North  $89^{\circ} 54' 57''$  West, 60.00 feet to a point on the Westerly line of that 40.00 foot wide Right of Way granted by the Bureau of Land Management to Nevada Power by serial # Nev 061618, said point being the **POINT OF BEGINNING**;

Thence along said Westerly line, South  $00^{\circ} 38' 18''$  East, 255.93 feet;

Thence North  $12^{\circ} 10' 26''$  West, 261.88 to a point on said proposed centerline of Alexander Rd.;

Thence, along said centerline, South  $89^{\circ} 54' 57''$  East, 52.37 feet to the **POINT OF BEGINNING**.

**LEGEND:**

- ⊙ FOUND MONUMENT
- △ CALC'D POSITION
- POWER POLE

CALC'D POSITION  
 #1006 RM 36.15' PLS 6201 BC/CURB  
 #1007 RM 41.70' PLS 6201 BC/CURB  
 #1008 RM 49.79' PLS 6201 BC/CURB  
 #1009 RM 55.19' PLS 6201 BC/CURB  
 #1010 BM CITY OF LAS VEGAS  
 6LV00356 EL=2327.45'



**ALEXANDER ROAD**  
 N89°54'57"W

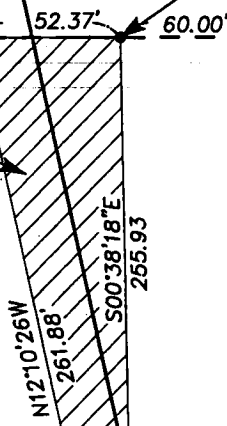
POINT OF BEGINNING EASEMENT "1"

P.O.C.



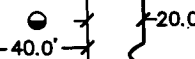
Fnd. ALCAP ILLEG.

PROPOSED NPC EASEMENT



C/L TENAYA WAY

EXISTING NPC ROW GRANT  
 NEV# 0616181




**N**  
 NOT TO SCALE

**BASIS OF BEARING:**

North 89°54'57" West Being The South Line of The Southwest Quarter (SE 1/4), Of The Northwest Quarter (NW 1/4), of Section 3, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada as Shown in File 102, Page 14 of Parcel maps.

**EXHIBIT "B"**

G:\LS DRAWINGS 2003\James\Autocad\LS1003598\MayfieldRelocation\LS1003598MayfieldRelocation-Rev2.dwg 04/24/2003 12:52:27 PM PDT

 <b>NEVADA POWER.</b>		NEVADA POWER COMPANY P.O. BOX 230 LAS VEGAS, NV 89151	6226 WEST SAHARA AVENUE (702) 367-5383
<b>TITLE:</b> TENAYA/LORENZI 138KV ASBUILT		SEC:3 T:20S R:60E SURVEYOR: GREG EBBENGA CHECKED BY: JAMES ESBER DRAWN BY: JAMES WADKINS	
<b>DESCRIPTION:</b> EXHIBIT B PAGE 1 OF 1		DATE: 04/24/03 SCALE: NOT TO SCALE PROJECT ID: 1003598	

FOR RECORDERS USE ONLY

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

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**DEPARTMENT: PUBLIC WORKS**

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

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding Interlocal Agreement 109127 with the Las Vegas Valley Water District for water service to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street (\$2,730 - General Fund) - Ward 5 (Weekly)

**Fiscal Impact**

<input type="checkbox"/>	<b>No Impact</b>	<b>Amount:</b> \$2,730
<input checked="" type="checkbox"/>	<b>Budget Funds Available</b>	<b>Dept./Division:</b> Public Works/Architectural Services
<input type="checkbox"/>	<b>Augmentation Required</b>	<b>Funding Source:</b> General Fund

**PURPOSE/BACKGROUND:**

A necessary part of this project is the installation of water service. Before the 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 109127
2. Site Map

**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, advised that the agreement is necessary in order to install water facilities at the Las Vegas Metropolitan Police Department Downtown Area of Command. Staff recommends approval.

AL GALLEGOS, Las Vegas resident, said that the vacant property should be watered to keep the dust down until construction begins.

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Public Works

Item 4 - Discussion and possible action regarding Interlocal Agreement 109127 with the Las Vegas Valley Water District for water service to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street (\$2,730 - General Fund)

**MINUTES – Continued:**

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:18 – 3:19)

1-324

**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
DOWNTOWN AREA COMMAND**

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 the redevelopment of real property for a police substation, generally located on the northwest corner of Bonanza Road and 9<sup>th</sup> Street, and further referenced as Clark County Assessor's Parcel Number 139-27-805-001; 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:

**LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
DOWNTOWN AREA COMMAND  
Utility 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.
- J. 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:

Thomas R. Green 5-15-03

City Attorney - DEPUTY

ATTEST:

CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

BY: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

APPROVED:

For [Signature] Charles K. Hauser  
CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

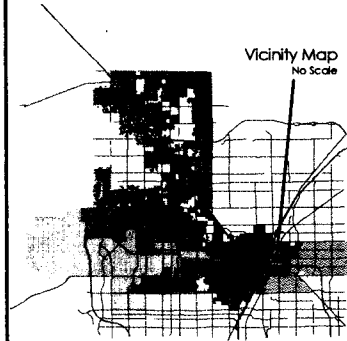
\_\_\_\_\_  
PATRICIA MULROY, Secretary  
Las Vegas Valley Water District

BY: \_\_\_\_\_  
MYRNA WILLIAMS, President  
Board of Directors



# Site Map

-  Street Centerline
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/05/14

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

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**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 225 square foot Easement to the Las Vegas Valley Water District for fire hydrant services to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street - Ward 5 (Weekly)

**Fiscal Impact**

<input checked="" type="checkbox"/> <b>No Impact</b>	<b>Amount:</b>
<input type="checkbox"/> <b>Budget Funds Available</b>	<b>Dept./Division:</b>
<input type="checkbox"/> <b>Augmentation Required</b>	<b>Funding Source:</b>

**PURPOSE/BACKGROUND:**

The City is in the process of going out to bid for the future Las Vegas Metropolitan Police Department Downtown Area Command. In order to have fire sprinkler services for the site, the City is required to grant an Easement and Rights-of-Way to LVVWD to service the site and the water lines.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**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, said this matter involves the easement that goes with the interlocal agreement in Item 4. Staff recommends approval.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:19)

1-366

**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**.

...  
...

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 \_\_\_\_\_, 2002.

\_\_\_\_\_  
OSCAR B. GOODMAN, MAYOR

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

*Thomas R. Green* 5-15-03  
DEPUTY CITY ATTORNEY          DATE

STATE of Nevada    )  
                                  ) ss.  
COUNTY of Clark    )

On \_\_\_\_\_, 2002, 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

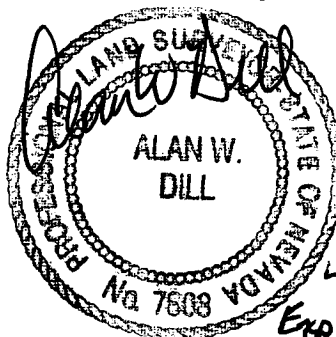
FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

# EXHIBIT "A"



DATE: April 8, 2003  
BY: AWD  
FILE: WATERLEGAL.DOC  
JOB: 02214A



POGEMEYER
DESIGN GROUP
ENGINEERS + PLANNERS + SURVEYORS
LANDSCAPE ARCHITECTS

## EXPLANATION:

THIS DESCRIPTION DESCRIBES A 15'X15' AND A 5'X10' LAS VEGAS VALLEY WATER DISTRICT EASEMENT NEAR THE NORTHWEST CORNER OF BONANZA ROAD AND NINTH STREET, ONE BEING ALONG THE NINTH STREET WESTERLY RIGHT OF WAY LINE, APPROXIMATELY 100 FEET NORTH OF THE NINTH AND BONANZA INTERSECTION, THE OTHER BEING ALONG AND 10 FEET NORTH OF THE BONANZA ROAD NORTHERLY RIGHT OF WAY LINE APPROXIMATELY 200 FEET WEST OF THE NINTH AND BONANZA INTERSECTION.

**GRANTOR: CITY OF LAS VEGAS**

## LEGAL DESCRIPTION LAS VEGAS VALLEY WATER DISTRICT EASEMENT

### DESCRIPTION:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### EASEMENT "A"

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 27; THENCE NORTH 00°06'15" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 27, A DISTANCE OF 80.26 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD (80.00 FEET WIDE); THENCE NORTH 89°55'54" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 130.32 FEET; THENCE NORTH 00°04'06" EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

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SAID PARCEL CONTAINS 225 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS

Poggemeyer Design Group, Inc.

2601 North Tenaya Way

Las Vegas, Nevada 89128

(702) 255-8100

FAX (702) 255-8375

email: pdg-lv@pdg-lv.com

# EXHIBIT "A"

## LEGAL DESCRIPTION CONTINUED

### EASEMENT "B"

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 27; THENCE NORTH 00°06'15" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 27, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF NINTH STREET (80.00 FEET WIDE), 141.63 FEET, TO THE POINT OF BEGINNING.

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SAID PARCEL CONTAINS 50 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS

SEE EXHIBIT ATTACHED HERETO AND MADE A PART THEREOF

### BASIS OF BEARING:

NORTH 00°06'15" EAST, BEING THE CENTERLINE OF NINTH STREET, AS SHOWN ON RECORD OF SURVEY FILE 104, PAGE 88, OF SURVEYS, PREPARED BY THE CITY OF LAS VEGAS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

LINE TABLE		
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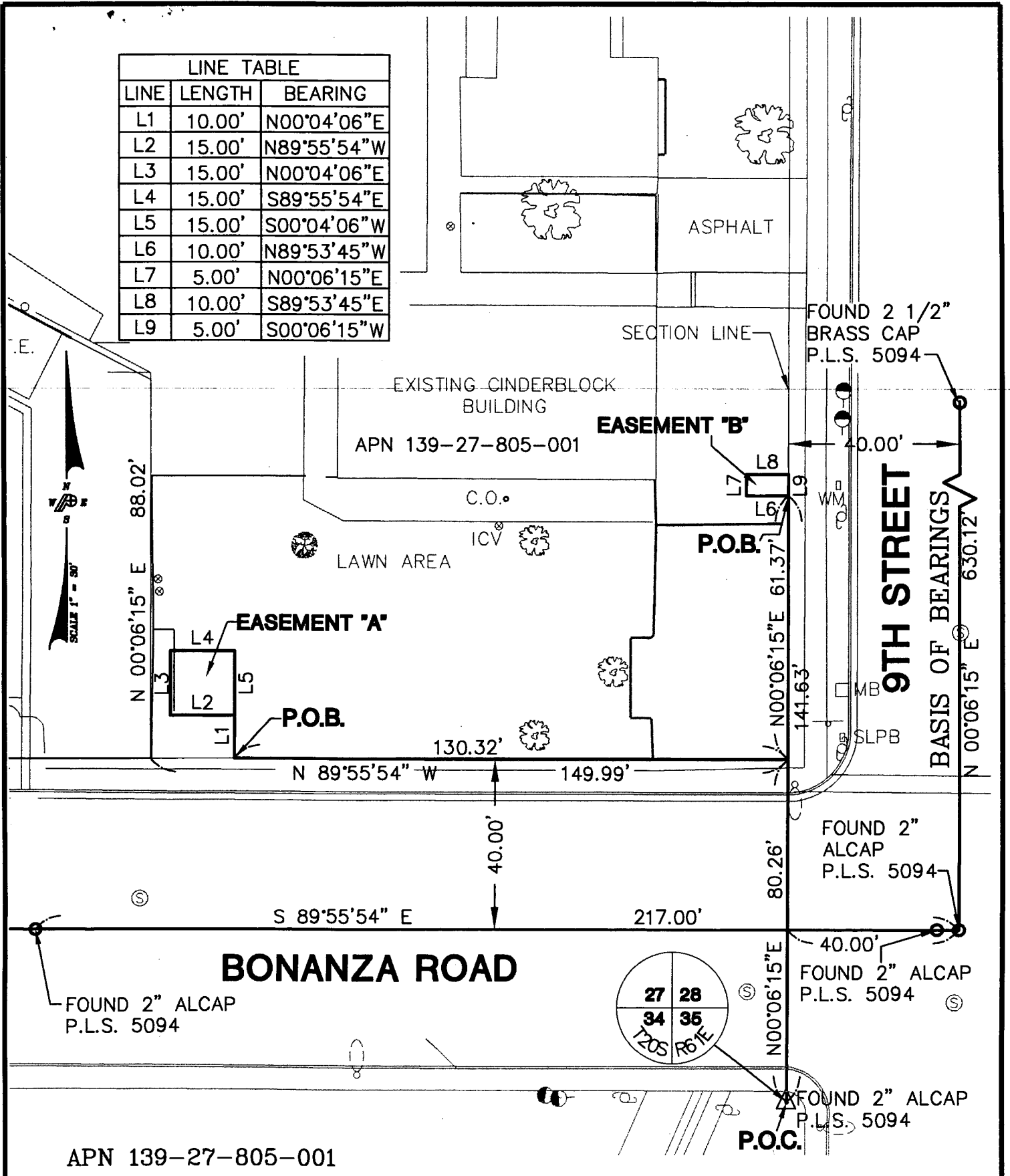


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**poggemeyer** design group, inc.  
 engineers • planners • surveyors • landscape architects  
 2601 North Tenaya Way • Las Vegas, NV 89128 • p) 702.255.8100 • f) 702.255.8375



<b>SCALE</b>	1" = 30'
<b>JOB NO.</b>	02214A
<b>DATE</b>	4-8-03
<b>DRAWING NO.</b>	1
<b>OF</b>	1

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 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 50 square foot Easement to the Las Vegas Valley Water District for domestic water services to the future Las Vegas Metropolitan Police Department Downtown Area Command located on the northwest corner of Bonanza Road and Ninth Street - Ward 5 (Weekly)

**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 future Las Vegas Metropolitan Police Department Downtown Area Command. In order to have domestic water services to the site, the City is required to grant an Easement and Rights-of-Way to LVVWD to service the site and the water lines.

**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, said this matter also involves an easement that goes with Item 4 for the fire hydrant and water facilities. Staff recommends approval.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:19 – 3:20)

**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**.

...  
...

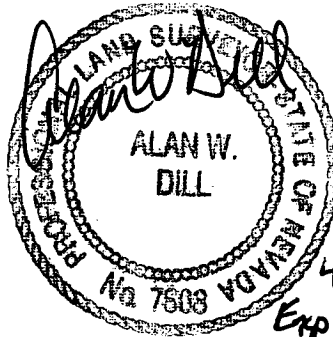


# EXHIBIT "A"

DATE: April 8, 2003  
BY: AWD  
FILE: WATERLEGAL.DOC  
JOB: 02214A



POGGEMEYER
DESIGN GROUP
ENGINEERS + PLANNERS + SURVEYORS
LANDSCAPE ARCHITECTS



4-11-03  
Exp 12/31/04

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# EXHIBIT "A"

## LEGAL DESCRIPTION CONTINUED

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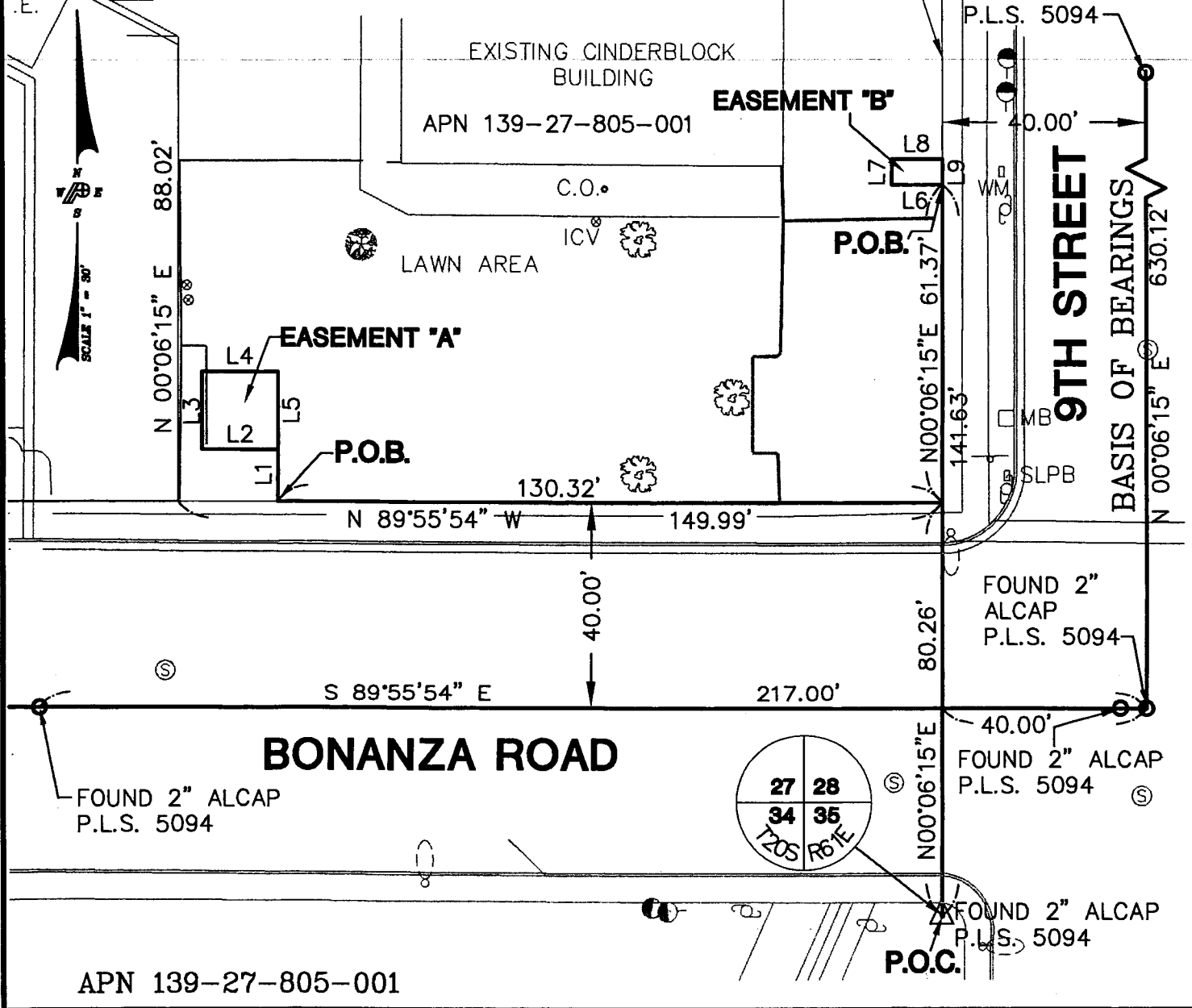


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<b>SCALE</b> 1" = 30'
<b>JOB NO.</b> 02214A
<b>DATE</b> 4-8-03
<b>DRAWING NO.</b> 1 OF 1

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Approval authorizing Priority One Commercial, on behalf of the City of Las Vegas, to market the property located at 6325 Juliano Road - 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 majority of the land for road alignment usage. This property will not be needed to be retained for the road alignment. Any incoming funds (less closing costs) will be applied towards Road Projects/Rights-of-Way acquisition.

**RECOMMENDATION:**

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

**BACKUP DOCUMENTATION:**

Site Map

**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, advised that this relates to a house purchased by Right-of-Way for the Durango "S Curve." The house will not be torn down, but marketed. Staff recommends approval.

COUNCILMAN MACK asked if staff is getting down to the sale of the last few homes, because the "S Curve" is on schedule. MR. ROARK replied that the last house would be auctioned off the next day.

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Public Works

Item 7 - Approval authorizing Priority One Commercial, on behalf of the City of Las Vegas, to market the property located at 6325 Juliano Road

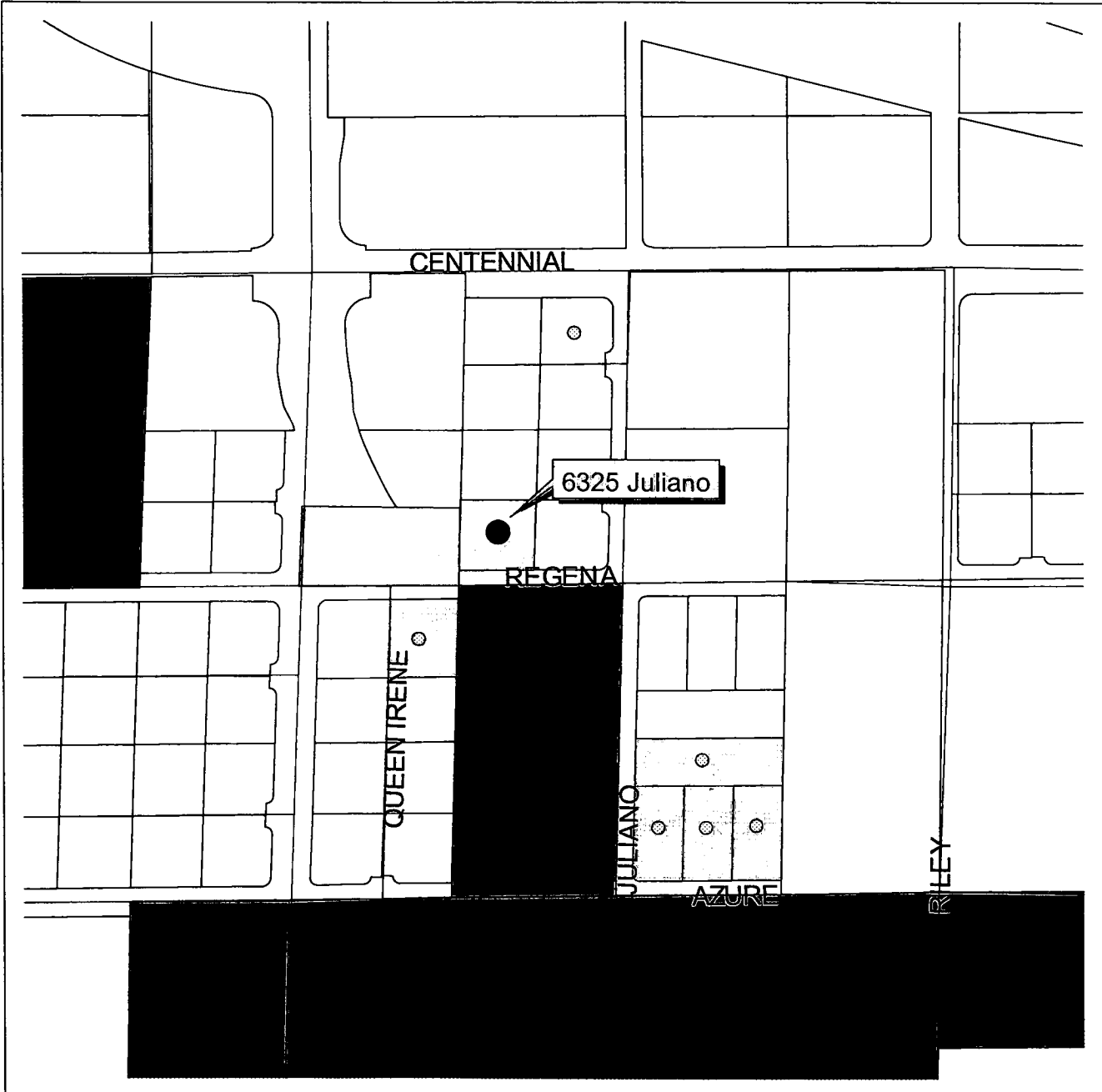
**MINUTES – Continued:**

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








COUNCILMAN MACK declared the Public Hearing closed.

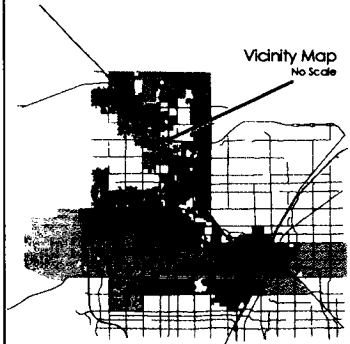
(3:20 – 3:21)

1-405



# Site Map

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



Real Estate & Asset Management



Date of Data: 2003/05/13

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

---

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Approval authorizing staff to enter into negotiations with the Las Vegas-Clark County Library District for lease of approximately 480 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:**

The Las Vegas-Clark County Library District is in need of office space to maintain operation of its business, which is expressly limited to a public library. There is approximately 480 feet of usable office space available at Stupak Community Center, which can be used to accommodate the public library.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Site Map

**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, indicated that From Dreams to Reality is a non-profit organization that is presently using some of the space for some of their activities at the Stupak Center. The lease agreement will legalize that use. Staff recommends approval.

COUNCILMAN MACK asked if rent money is paid on these types of leases. MR. ROARK answered that they pay \$1 for using the facility two days a week.

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Public Works

Item 8 - Approval authorizing staff to enter into negotiations with the Las Vegas-Clark County Library District for lease of approximately 480 square feet of office space located at Stupak Community Center 300 West Boston Avenue

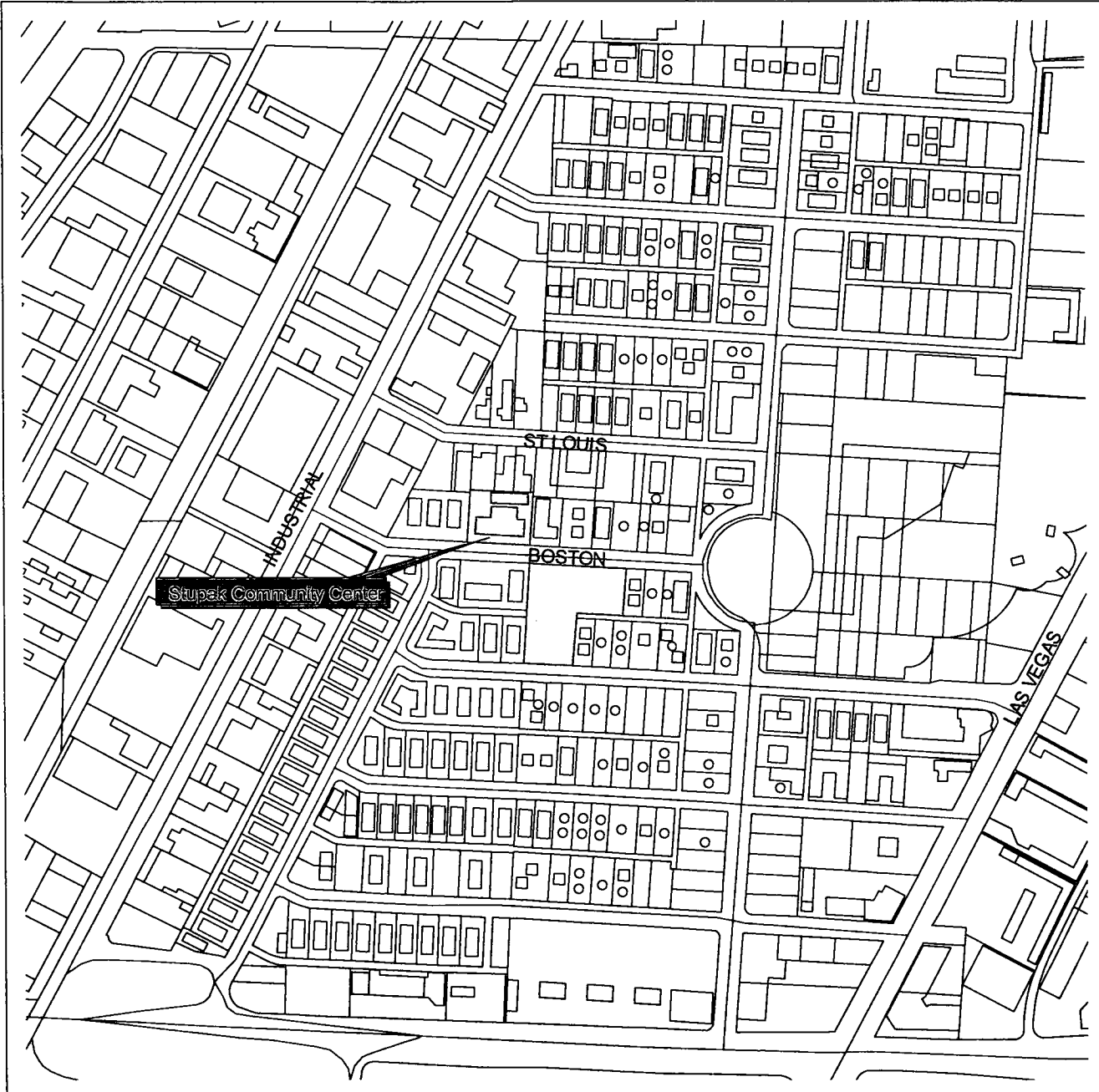
**MINUTES – Continued:**

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

COUNCILMAN MACK declared the Public Hearing closed.

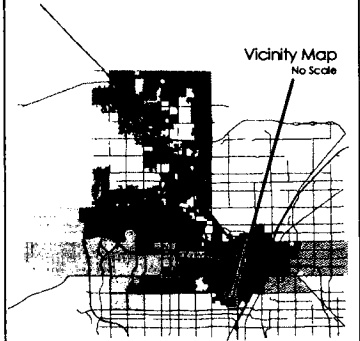
(3:21 – 3:22)

**1-438**



# Site Map

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



Real Estate & Asset Management



Date of Data: 2003/05/05

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 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 Lease Agreement between the City of Las Vegas and 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 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:**

Lease Agreement

**COMMITTEE RECOMMENDATION:**

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

NOTE: COUNCILMAN WEEKLY disclosed that his liaison, RICKI BARLOW, is the chairman of the Library District.

**MINUTES:**

COUNCILMAN MACK declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that this matter is similar to Item 8. It involves a lease with the Library District for use of space for two days a week at the Stupak Center. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Public Works

Item 9 - Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and From Dreams To Reality for lease of approximately 2,800 square feet of office space located at Stupak Community Center 300 West Boston Avenue

**MINUTES – Continued:**

AL GALLEGO, citizen of Las Vegas, suggested expanding the area because it is used every day.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:22 – 3:25)

1-557

# LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Landlord"), and FROM DREAMS TO REALITY (FDTR), a Nevada nonprofit corporation, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property located at 300 West Boston Avenue, Las Vegas, Nevada, 89107, and commonly known and referred to as Stupak Community Center; and

WHEREAS, the Tenant is currently occupying and is desirous to continue occupying the Landlord's real property by leasing approximately 2,800 square feet of office space at Stupak Community Center to operate its business which supports the needs of immigrants and their families and to those less fortunate, under the terms, conditions, and covenants hereinafter set forth.

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

## 1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain office space comprising approximately 2,800 square feet located in the City of Las Vegas, County of Clark, State of Nevada, 300 West Boston Avenue ("Premises") Stupak Community Center, delineated on Exhibits "A" and "B" attached hereto and by this reference made a part of this Lease Agreement.

## 2. TERM.

2.1. Length of Term. The term of this Lease shall be for a period of one year (renewable each year thereafter) by mutual written notification and consent beginning on Commencement Date as hereinafter defined. This Lease Agreement may be terminated with or without cause by either party providing the other 30-day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the Month in which the 30 day notification period ends. For example, if notification is provided on the 5th day of July, the Lease Agreement terminates on August 31st of that same year.

2.2. Commencement Date. The Commencement Date for this Lease Agreement will begin on the date first above written.

2.3 Execution Date. The Execution Date for this Lease Agreement is the date on which both parties have signed the agreement.

3. RENT.

Tenant agrees to pay to Landlord, at such place as Landlord may designate, without prior demand and without any deduction or set off whatsoever, except as provided herein, the Base Rental Payment of One Dollar (\$1.00) per month.

Tenant agrees that any and all work, repair or maintenance required and/or performed under Section 10 (Maintenance) is considered Supplement Rent in addition to the Base Rental Payment.

4. ~~This section intentionally omitted.~~

5. CHANGES TO COMMUNITY CENTER.

Landlord hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional space, in or on the building in which the Premises are contained, anywhere in the Community Center.

6. USE.

Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to: supporting the needs of immigrants and their families and to those less fortunate. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.

7. CONTINUOUS OPERATION.

Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers.

8. LAWS, WASTE, NUISANCE.

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

9. SIGNS. AWNINGS AND CANOPIES.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Community Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining written permission from landlord. Landlord may, at Tenant's cost, remove any item erected in violation of this Section.

10. MAINTENANCE.

Landlord shall keep all portions of the Premises including but not limited to windows, doors, plate glass or the interior surfaces of exterior walls of the Premises (including painting the exterior surface of the exterior walls in good order, condition and repair. If any part of the Premises is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property, whether or not Landlord would otherwise be obligated to pay the cost of maintaining or repairing such property.

11. ALTERATIONS.

11. 1. Tenant Alterations and Improvement. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the building without first obtaining Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant'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 the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Community Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

12. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

13. UTILITIES.

Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Community Center. Tenant 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 Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

Tenant shall have installed at its own cost and expense its own telephone line, data line and fax line. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for said telephone/data utility services.

Tenant shall at its own cost and expense, obtain, maintain and use a photocopier and a fax machine for its own use.

Landlord shall supply power, water, sewer, and gas utility services to the Premises. All other utility services shall be the responsibility of the Tenant. Landlord shall also supply janitorial services and supplies.

14. COMMON AREAS.

14. 1. Revocable License. All common areas in the Community Center which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Community Center shall be subject to the exclusive control and management of Landlord. Landlord 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 arrangement of parking areas and other facilities; to restrict parking by tenants, 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 of facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all 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 common areas in order that the same may occur in a proper and orderly fashion.

15. ASSIGNMENT.

15.1. Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

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

15.3. Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed \$100.00, incurred in connection with processing documents necessary to the giving of such consent.

16. INDEMNITY.

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

In this connection, the Tenant expressly agrees, at its sole cost and expense, to defend the Landlord, its officers, employees and agents, in any suit or action that may be brought against it

or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Tenant has agreed to indemnify the Landlord, its officers, employees and agents. If the Tenant fails so to do, the Landlord shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Tenant.

17. INSURANCE.

17.1. At all times during its occupancy of the Premises, Tenant shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100ths Dollars (\$1,000,000.00) for the injury to or the death of any one person, and Two Million and No/100ths Dollars (\$2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million and No/100ths Dollars (\$1,000,000.00). As a condition to this Lease continuing in force and effect, Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverages and names Landlord as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Landlord and Tenant. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to Landlord. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to Landlord.

18. DESTRUCTION.

18.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly untenable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Community Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Community Center are damaged, whether or not the Premises are damaged, to such an extent that the Community Center cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenants liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or

concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixtue the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

18.2. **Tenant's Remedies.** The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items 18. 1(b) and (c). If Tenant shall terminate this Lease Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

19. **EVENTS OF DEFAULT REMEDIES.**

19.1. **Default by Tenant .** Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 20.2:

(A) Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) Tenant fails 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 Tenant by Landlord.

(C) Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

(D) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) Tenant violates either Section 7 or Section 16.

19.2. **Remedies.** Upon the occurrence of the events set forth in Section 20. 1, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry of taking possession of the Premises by Landlord

shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

(C) Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(D) Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 20 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20. This section intentionally omitted.

21. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Community Center. Landlord shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit

the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Community Center that necessitates immediate corrective action.

22. ATTORNMENT.

In the event of the sale or assignment of Landlord's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease.

23. QUIET ENJOYMENT.

Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES.

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

25. This section intentionally omitted.

...  
...

26. ATTORNEY'S FEES.

In the event that at any time during the term of this Lease either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed \$2,500.00.

27. MISCELLANEOUS PROVISIONS.

27.1. No Partnership. Landlord does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

27.2. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord'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.

27.3. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

27.4. 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 addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord:           City of Las Vegas  
                              Department of Public Works/Real Estate  
                              400 Stewart Ave., 4<sup>th</sup> Floor  
                              Las Vegas, Nevada 89101  
                              (702) 229-1020 phone  
                              (702) 384-0527 fax

With additional copies to:  
                              City of Las Vegas  
                              City Attorney's Office  
                              400 East Stewart Ave., 9<sup>th</sup> Floor  
                              Las Vegas, Nevada 89101

City of Las Vegas  
Department of Leisure Services  
749 Veterans Memorial Dr.  
Las Vegas, Nevada 89101

To Tenant: FDTR  
Francisco Irias-Deitrick  
300 W. Boston Avenue  
Las Vegas, NV 89107  
(702) 889-4619 phone

27.5. Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Community Center is located.

27.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person 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 enforced to the fullest extent permitted by law.

27.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease. Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

27.9. Entire Agreement, Etc. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to

writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. 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.

28. AUTHORITY OF SIGNATORIES.

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

...  
...

29. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of FROM DREAMS TO REALITY, as well as all persons and entities holding more than a one percent (1%) interest in FROM DREAMS TO REALITY, or any principal of FROM DREAMS TO REALITY. Throughout the term hereof, FROM DREAMS TO REALITY, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

**GUARANTEED:**

FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the prompt and faithful execution and performance by Tenant of all of the obligations of Tenant set forth within this Lease and any modifications of said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year set forth above.

ATTEST:

"Landlord" CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

By \_\_\_\_\_  
OSCAR B GOODMAN, MAYOR

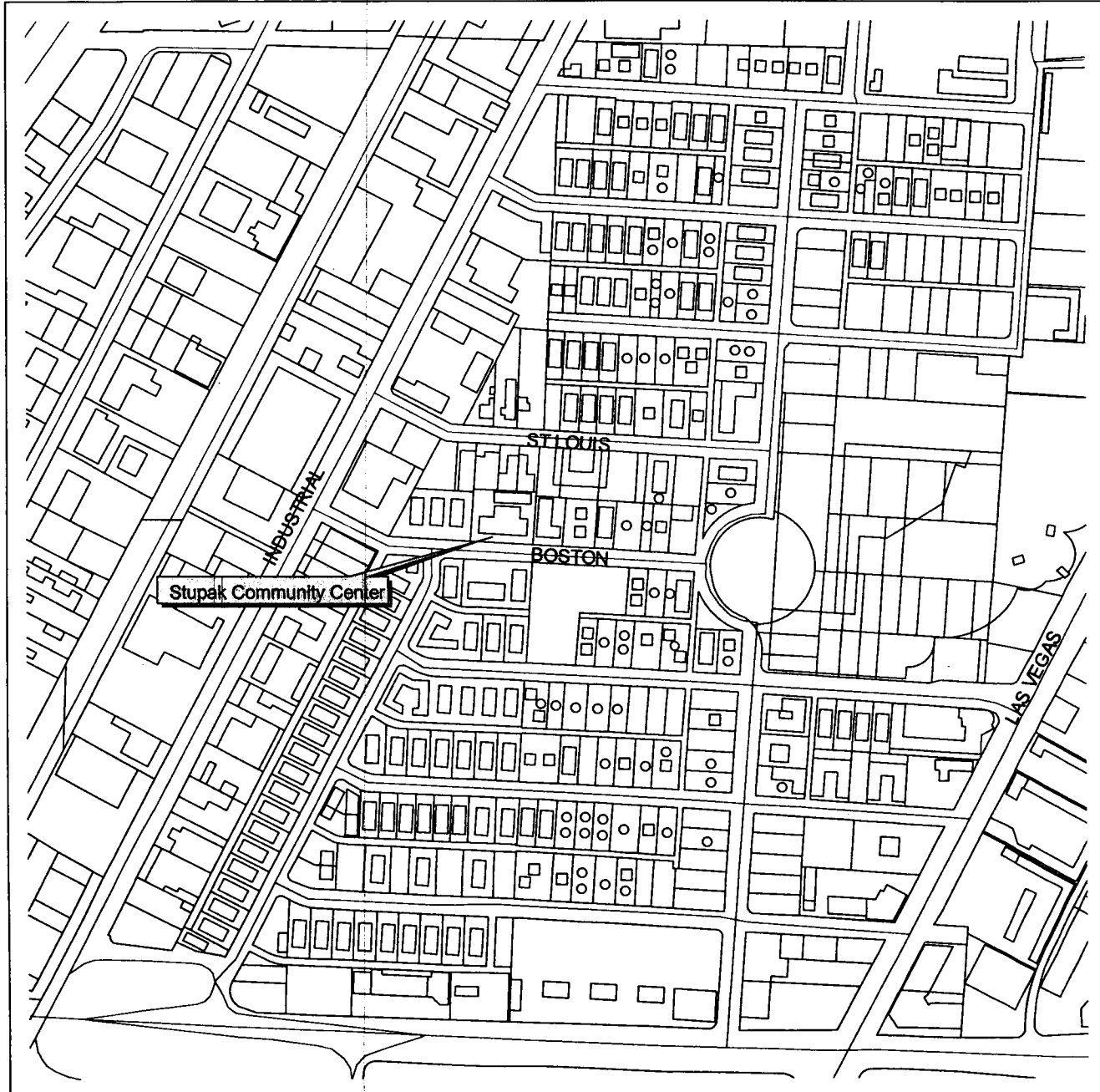
"Tenant" FROM DREAMS  
TO REALITY

APPROVED AS TO FORM:

J. Penticello 4/15/03  
DEPUTY CITY ATTORNEY/DATE

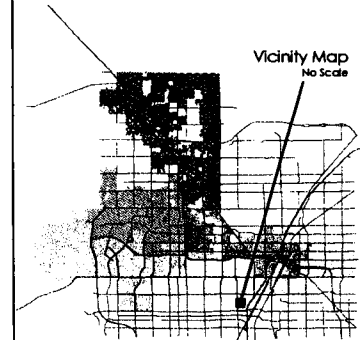
By J. Irias-Deitrick 4/21/03  
FRANCISCO IRIAS-DEITRICK  
PRESIDENT

EXHIBIT "A"



# Site Map

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



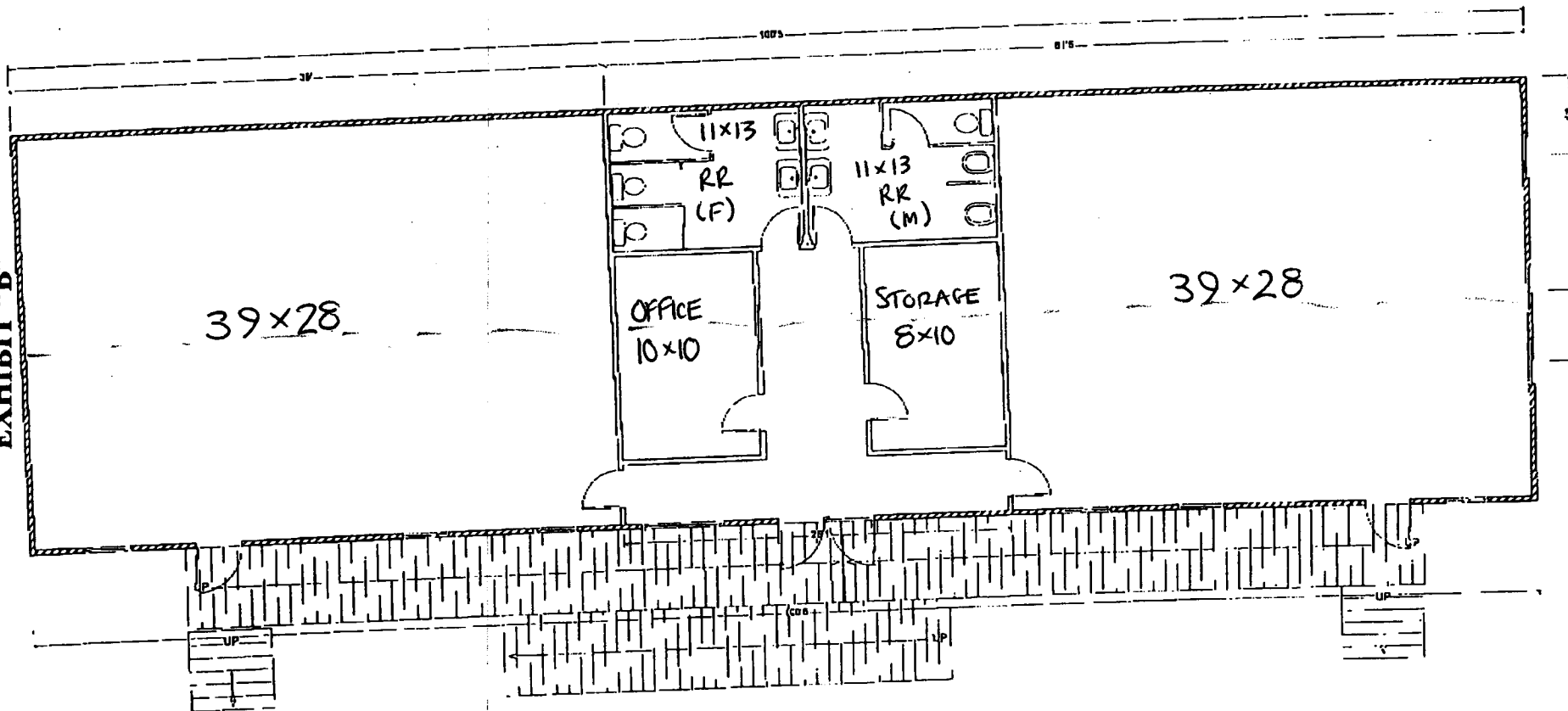
Real Estate & Asset Management



Date of Data: 2003/05/05

# STUPAK CENTER

EXHIBIT "B"



step and ramp detail is shown only  
to represent content of quote and  
will meet ADA standards

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Block 1</b>	<b>Contracting Entity</b> 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

<b>Block 2</b>	<b>Description</b>
	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.

<b>Block 3</b>	<b>Type of Business</b>
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Non- Profit Corporation

<b>Block 4</b>	<b>Disclosure of Ownership and Principals</b>		
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			
	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
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

<b>Block 5</b>	<b>Disclosure of Ownership and Principals – Alternate</b>	
<p>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.</p>		
<p>Name of Attached Document: <u>    N/A    </u></p>		
<p>Date of Attached Document: <u>    N/A    </u></p>		<p>Number of Pages: <u>    N/A    </u></p>

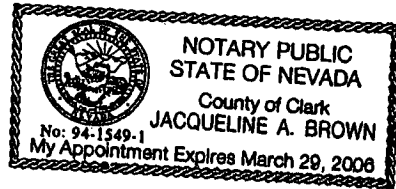
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Francisco Irias-Deitrick  
Francisco Irias-Deitrick

02/04/03  
Date

Subscribed and sworn to before me this 4<sup>th</sup>  
day of February 2003

\_\_\_\_\_, 2003.  
Jacqueline A. Brown  
Notary Public



FILED # C8711-01

APR 05 2001

IN THE OFFICE OF  
*John Hill*  
DEAN HILL, CLERK OF COURT

**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

# EXHIBIT "C"

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,

## EXHIBIT "C"

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

## EXHIBIT "C"

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 or 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.

**EXHIBIT "C"**

**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 # @8711-01

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT  
BY AGENT FOR SERVICE OF PROCESS

APR 05 2001

IN THE OFFICE OF  
DEAN MELISSA SUTTER  
CLERK OF SUPREME COURT  
CLERK OF DISTRICT COURT

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 of Resident Agent

**AGENDA SUMMARY PAGE**

**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

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

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding an Option to Purchase Real Property Agreement with developer Affordable Housing Resource Council to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of a senior assisted living project (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)

**Fiscal Impact**

<input checked="" type="checkbox"/> <b>No Impact</b>	<b>Amount:</b>
<input type="checkbox"/> <b>Budget Funds Available</b>	<b>Dept./Division:</b> Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/> <b>Augmentation Required</b>	<b>Funding Source:</b>

**PURPOSE/BACKGROUND:**

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage an assisted living facility to serve low-income seniors. This Option to Purchase is a requirement for receiving allocated tax credits and funding to build the project.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Option to Purchase Real Property Agreement  
Submitted at the meeting: site map

**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, advised said that Items 10, 11, and 12 involve Option to Purchase Real Property Agreements with non-profit organizations. However, the parcel number for all three properties, of which he submitted a map, should be 138-28-801-002. When the patent was recorded from BLM to the City, it went

REAL ESTATE COMMITTEE MEETING OF JUNE 2, 2003

Neighborhood Services

Item 10 - Discussion and possible action regarding an Option to Purchase Real Property Agreement with developer Affordable Housing Resource Council to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of a senior assisted living project (portion of Parcel Number 138-28-301-003)

**MINUTES – Continued:**

through the Assessor's Office, who reassigned it a parcel number that did not show up until the previous week. Staff recommends approval of Items 10, 11, and 12.

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

COUNCILMAN MACK declared the Public Hearing closed.

(3:25 – 3:28)

1-557

## OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of June, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL, a non-profit, public benefit corporation ("Optionee").

### RECITALS

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 5.3 acre parcel identified as "Parcel #1" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. Optionee has received a reservation of \$750,000 in tax credits from the Nevada Housing Division for the construction of a 90-unit affordable assisted living residence on the Land identified and depicted as Parcel #1 on the Parcelization Map.

D. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #1 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

### AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

#### 1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

1.2 Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until December 31, 2003

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for Agency's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

## 2. INSPECTIONS AND REVIEW.

2.1 Title Review. Prior to Optionee exercising this Option, , Optionee shall obtain a Preliminary Title Report for the Property issued by United Title Company. Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Reports which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys

(collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold Agency harmless from and against any liability arising from Optionee's Investigations hereunder.

### 3. CONDITIONS TO CLOSE OF ESCROW.

If Optionee exercises the option, City and Optionee shall open escrow as provided in subsection (c) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price").

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA"). The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of real property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and Agency, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements.
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and

(vii) escrow closing shall be subject to Optionee obtaining Final Map Approval for the subdivision of the original 10-acre parcel into three parcels, including the 5.3 acre parcel, which is the subject of this Agreement.

d. The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

e. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

f. City approval of Optionee's Project financing including sources and uses of funds and a Project pro forma.

g. Approval by the City and any other governmental agency with jurisdiction, of any land use approvals and entitlements which may be required for the Project.

4. MISCELLANEOUS.

4.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

4.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: City Manager

Copy to: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: Director, Neighborhood Services Department

To Optionee: Affordable Housing Resource Council  
1400 Wedekind Road, Suite 3  
Reno, NV 89512  
Attn: Eric Novak, Associate Director  
Telecopier: (775) 324-2553

Copy to: John J. Gezelin  
436 Court Street  
Reno, NV 89501  
Telecopier: (775) 323-9073

4.3 Broker's Fee. City and Optionee each represents and warrants to the other than no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

4.4 Assignment. Optionee hereby represents and warrants that the parcel is being acquired for the purpose of development of a 90-unit affordable assisted living residence, and is not for speculative purposes. Except as set forth in this Option, the Optionee shall not assign any interest in or delegate any obligation under this Option, or sell or transfer the parcel or any portion thereof, without the written consent of the City which shall not be unreasonably withheld. Optionee represents and warrants to the City that the parcel may be assigned to Silver Sky Assisted Living Limited Partnership, a Nevada limited partnership, affiliated with both the Optionee and Southern California Presbyterian Homes, a California non-profit corporation. The City agrees to the proposed assignment from Affordable Housing Resource Council to Silver Sky Assisted Living Limited Partnership subject to the requirement that the proposed assignee agree to be bound by the terms of this Option and the City is notified in writing prior to the assignments.

4.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

4.6 Binding on Heirs. Subject to the limitations set forth in Section 4.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

4.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire

agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

4.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

4.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

4.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

4.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without Agency's prior written consent, which consent may be withheld in Agency's sole and absolute discretion.

4.13 Exhibits. Exhibit A, B, C-1 and C-2 attached hereto are hereby incorporated herein by this reference.

4.14 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Affordable Housing Resource Council warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners of Affordable Housing Resource Council, as well as all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council. Throughout the term hereof, Affordable Housing Resource Council shall

notify City in writing of any material change in the above disclosure within 15 days of any change. In addition, Optionee has submitted the required disclosures of Silver Sky Assisted Living Limited Partnership and Southern California Presbyterian Homes, which are attached respectively as Exhibits C-1 and C-2.

IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

“CITY”

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pombicello      5/21/03  
Date

AFFORDABLE HOUSING RESOURCE  
COUNCIL, a non-profit, public benefit  
corporation

By: \_\_\_\_\_

Its: President

“OPTIONEE”

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF CITY PARCEL**

Mount Diablo Meridian, Nevada, T. 20 S., R.60 E., sec. 28, NE¼SW¼SE¼ (Tract D).

Containing 10 acres, more or less

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**EXHIBIT B: PARCELIZATION MAP**

(To be updated by mutual agreement of the parties)

**Westcliff Senior Campus**

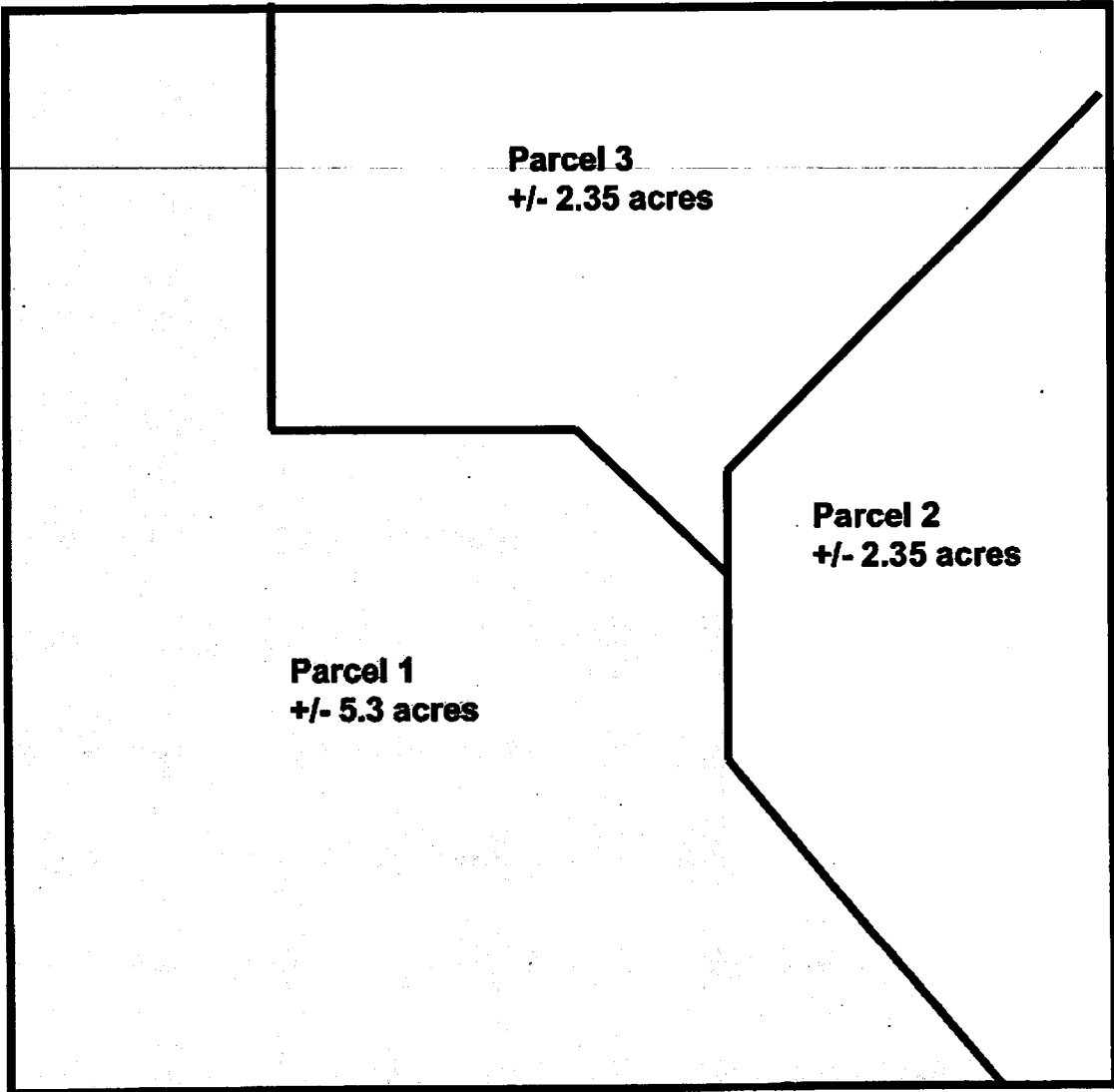


Exhibit "C"

**DISCLOSURE OF PRINCIPALS**

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

<b>FULL NAME</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
<i>Ernie Nielsen Board President</i>	<i>Washoe County Legal Services Law Office 1155 East 9<sup>th</sup> Street Reno, NV 89512</i>	<i>775-328-2592</i>
<i>Cloyd Phillips Board Vice President</i>	<i>Community Services Agency Development Corporation 1090 East 8<sup>th</sup> Street Reno, NV 89512</i>	<i>775-786-6023x116</i>
<i>Jeff Ostemel Board Treasurer</i>	<i>Krump Construction P.O. Box 7357 Reno, NV 89510</i>	<i>775-358-5679</i>
<i>Bob Rusk Board Secretary</i>	<i>Truckee River Lodge 501 West 1<sup>st</sup> Street Reno, NV 89503</i>	<i>775-329-6411</i>
<i>Steve Alastuey Boardmember</i>	<i>1050 Nevada Street #119 Reno, NV 89503</i>	<i>775-324-7385</i>
<i>Tom Murtha Boardmember</i>	<i>Bristlecone Family Services P.O. Box 40674 Reno, NV 89504</i>	<i>775-826-7109</i>

**FULL NAME**

*Bob Nielsen  
Boardmember*

**BUSINESS ADDRESS**

*Shelter Properties  
380 Linden Street  
Reno, NV 89502*

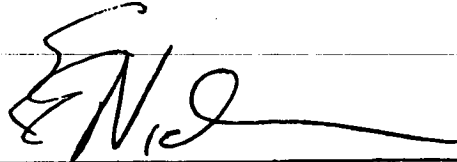
**BUSINESS PHONE**

*775-825-0999x107*

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

**AFFORDABLE HOUSING RESOURCE  
COUNCIL, a non-profit, public benefit  
corporation**

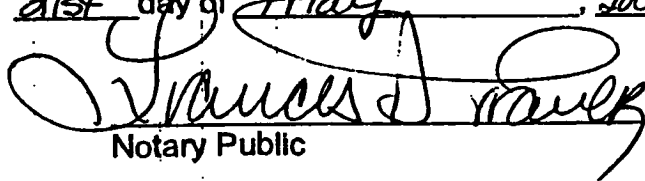
**By: Ernest K. Nielsen**



**Its: President**

Subscribed and sworn to before me this

*21st* day of *May*, 2003

  
**Notary Public**

**FRANCES D. TRAVER**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 82-1015-2 - Expires October 28, 2004

## DISCLOSURE OF PRINCIPALS

The principals and partners of Silver Sky Assisted Living Limited Partnership and all persons and entities holding more than 1% interest in Silver Sky Assisted Living Limited Partnership or any principal of Silver Sky Assisted Living Limited Partnership are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
<i>Affordable Housing Resource Council (sole shareholder of GP and LP)</i>	<i>1400 Wedekind Road, Suite 3 Reno, NV 89512</i>	<i>775-324-1870</i>
<i>Silver Sky Assisted Living, Inc. (GP)</i>	<i>c/o AHRC, 1400 Wedekind Road , Suite 3, Reno, NV 89512</i>	<i>775-324-1870</i>
<u><i>AHRC Boardmembers:</i></u>		
<i>Ernie Nielsen Board President</i>	<i>Washoe County Legal Services Law Office 1155 East 9<sup>th</sup> Street Reno, NV 89512</i>	<i>775-328-2592</i>
<i>Cloyd Phillips Board Vice President</i>	<i>Community Services Agency Development Corporation 1090 East 8<sup>th</sup> Street Reno, NV 89512</i>	<i>775-786-6023x116</i>
<i>Jeff Ostemel Board Treasurer</i>	<i>Krump Construction P.O. Box 7357 Reno, NV 89510</i>	<i>775-358-5679</i>
<i>Bob Rusk Board Secretary</i>	<i>Truckee River Lodge 501 West 1<sup>st</sup> Street Reno, NV 89503</i>	<i>775-329-6411</i>
<i>Steve Alastuey Boardmember</i>	<i>1050 Nevada Street #119 Reno, NV 89503</i>	<i>775-324-7385</i>
<i>Tom Murtha Boardmember</i>	<i>Bristlecone Family Services P.O. Box 40674 Reno, NV 89504</i>	<i>775-826-7109</i>

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
Bob Nielsen Boardmember	Shelter Properties 380 Linden Street Reno, NV 89502	775-825-0999x107

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

Silver Sky Assisted Living Limited Partnership  
A Nevada Limited Partnership

By: Ernie Nielsen



Title: President, Silver Sky Assisted Living,  
Inc., its general partner

President, Affordable Housing Resource  
Council

Subscribed and sworn to before me this  
10th day of March, 2003

  
Notary Public

FRANCES D. TRAVEL  
Notary Public - State of Nevada  
Approved and Recorded in Washoe County  
10, October 2004

**EXHIBIT "C-2"**

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

<b>Block 1</b>	<b>Contracting Entity (Name)</b>	<b>Block 2</b>	<b>Description</b>
<b>Name</b>	Southern California Presbyterian Homes	<b>Subject Matter of Contract/Agreement:</b>	Silver Sky Senior Campus
<b>Address</b>	516 Burchett Street Glendale, CA 91203		Silver Sky Drive and Roland Wiley Road
<b>Telephone</b>	(818) 247-0420		
<b>EIN # 95-1894293</b>			

<b>Block 3</b>	<b>Type of Business</b>		
<input type="checkbox"/>	Individual	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>	501(c)(3) Corporation

<b>Block 4</b>	<b>Disclosure of Ownership and Principals</b>		
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.			
	<b>FULL NAME/TITLE</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
1.	James R. Anderson		
2.	Ted A. Behr		
3.	Ollie Blanning		
4.	Michael I. Blaylock		
5.	Crawford F. Brubaker		
6.	Dorothy A. Cole		
7.	David R. Decker		
8.	Gerald W. Dingivan		

**SEE EXHIBIT 1 ATTACHED  
HERETO AND MADE A PART HEREOF**

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 1 attached

**Block 5 Disclosure of Ownership and Principals - Alternate**

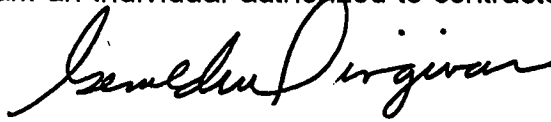
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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: \_\_\_\_\_

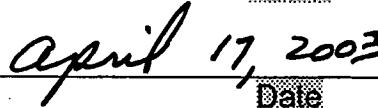
Number of Pages: \_\_\_\_\_

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.



Gerald W. Dingivan, President and CEO

Name

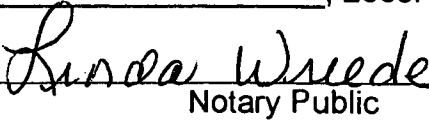


Date

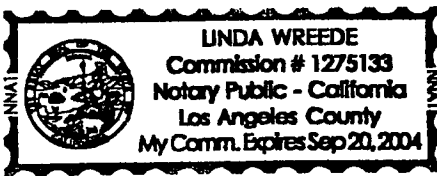
Subscribed and sworn to before me this 17th day of

April

, 2003.

  
Notary Public

Linda Wreede



**EXHIBIT 1**

**DISCLOSURE OF PRINCIPALS**

The Contracting Entity, Southern California Presbyterian Homes, discloses all principals as follows:

<b>FULL NAME</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
Southern California Presbyterian Homes	516 Burchett Street Glendale, CA 91203	818/247-0420

**Southern California Presbyterian Homes Board of Trustees**

James R. Anderson	Ray V. Anderson Co 5742 Venice Blvd. Los Angeles, CA 90019	323/933-8371
Ted A. Behr	619 Avenida Acapulco San Clemente, CA 92672	949/498-3122
Ollie Blanning	11543 Dellmont Drive Tujunga, CA 91042	818/353-1328
Michael I. Blaylock, Esq.	Carlsmith Ball 444 So. Flower, 9 <sup>th</sup> Floor Los Angeles, CA 90071	213/955-1200
Crawford F. Brubaker	Royal Oaks Manor 1763 Royal Oaks Dr. No., G-8 Bradbury, CA 91010	626/305-2477
Dorothy A. Cole, Esq.	970 Canterbury Place, Suite II Escondido, CA 92025	760/745-6313
David R. Decker, Esq.	Arter & Hadden LLP 725 So. Figueroa St., Suite 3400 Los Angeles, CA 90017	213/430-3312
Gerald W. Dingivan <i>Ex Officio</i>	So. Calif. Presbyterian Homes 516 Burchett Street Glendale, CA 91203	818/247-0420

Exhibit 1 to Disclosure of Principals  
re Silver Sky Senior Campus et al.  
Page Two

William D. Horsfall, CPA	Lucas, Horsfall, Murphy et al. 100 East Corson, Suite 200 Pasadena, CA 91103	626/744-5100
Paul Kroesen	Regents Point 19191 Harvard Avenue Irvine, CA 92612	949/509-1087
John N. Langfitt, Th.D. <i>Ex Officio</i>	Synod of So. California & Hawaii 1501 Wilshire Blvd. Los Angeles, CA 90017	213/483-3840
Phoebe S. Liebig, Ph.D.	Andrus Gerontology Center University of Southern California Los Angeles, CA 90089	213/740-1719
Helen Morran-Wolf	Foothill Family Service 2500 E. Foothill Blvd., Suite 300 Pasadena, CA 91107	626/564-1613
Carl W. Raggio, Jr.	3215 Beaudry Terrace Glendale, CA 91208	818/249-7858
Thomas M. Rowland	Capital Research & Management Co. 135 South State College Blvd. Brea, CA 92821	714/671-7188
Senator Newton R. Russell (Ret)	4635 Ocean View Drive La Canada, CA 91011	818/249-3934
Jack D. Samuelson	Samuelson Partners 5000 Edenhurst Avenue Los Angeles, CA 90039	818/500-0155
William P. Schlarb <i>Ex Officio</i>	1076 So. Orange Grove Blvd. Pasadena, CA 91105	626/403-5622
Frank H. Tranzow	F. H. Tranzow & Associates 1230 Ramona Road Arcadia, CA 91006	626/355-0272
Helen Weaver	3337 Vickers Drive Glendale, CA 91208	818/249-6037

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

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

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding an Option to Purchase Real Property Agreement Phase I with developer Affordable Housing Resource Council to purchase approximately two and one-half (2.5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of senior housing (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)

**Fiscal Impact**

<input checked="" type="checkbox"/> <b>No Impact</b>	<b>Amount:</b>
<input type="checkbox"/> <b>Budget Funds Available</b>	<b>Dept./Division:</b> Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/> <b>Augmentation Required</b>	<b>Funding Source:</b>

**PURPOSE/BACKGROUND:**

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage affordable housing to serve low-income seniors. This Option to Purchase is a requirement for making a FY2003-2004 HUD 202 Senior Housing application for funding.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Option to Purchase Real Property Agreement Phase I

**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 other discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:25 – 3:28)

## OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between The City of Las Vegas, a municipal corporation in the State of Nevada, ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL a non-profit, public benefit corporation ("Optionee").

### R E C I T A L S

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 2.35 parcel identified as "Parcel #2" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #2 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

### A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

#### 1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

#### 1.2 Option Period

1.2.1 Initial Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until the date that is eighteen (18) months after the date Optionee receives notice from the United States Department of Housing and Urban Development ("HUD") that Optionee's application for a fund reservation under Section 202 of the Housing Act of 1959, 12 U.S.C. Section 1701q ("Fund Reservation") for the acquisition of the Property and the development of a senior citizen housing project containing at least 40 units ("Project") has been approved ("Initial Option Period"). Optionee shall provide City with a copy of said notice (the "HUD Fund Reservation Approval Notice"). Optionee's exercise of the Option to acquire the Property during the Initial Option Period shall be contingent upon Optionee having submitted an application for a Fund Reservation for the Project by June 13, 2003.

1.2.2 Extended Option Period. In the event the Fund Reservation is not approved by HUD by January 30, 2004, at Optionee's election, the Option may be extended by

Optionee by notice to City, commencing on the date of notice from HUD that the Fund Reservation has not been approved and continuing for twenty-five (25) months thereafter ("the Extended Option Period"). The Initial Option Period and the Extended Option Period are sometimes collectively referred to herein as the "Option Period". Optionee's exercise of the Option to acquire the Property during the Extended Option Period shall be contingent upon Optionee having submitted an application to HUD for a Fund Reservation for the Project by June 30, 2004.

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for City's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, (ii) or Optionee's applications for the Fund Reservation have not been approved by HUD by January 30, 2005, or (iii) Optionee receives notice that its application for the Fund Reservation submitted by June 13, 2003 has been rejected and the Option has not been extended as provided in 1.2.2 above or (iv) Optionee receives notice that its application for the Fund Reservation submitted to HUD by June 30, 2004 has been rejected, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

## 2. INSPECTIONS AND REVIEW.

2.1 Title Review. Within 30 days of the effective date of this Agreement, City shall provide Optionee with a Preliminary Title Report for the City Parcel issued by United Title Company.. Within sixty (60) days of receipt of said report, Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold City harmless from and against any liability arising from Optionee's Investigations hereunder.

## 3. FUND RESERVATION.

As additional consideration for the granting of this Option, Optionee hereby agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for such submission occurring on June 13, 2003 and if Optionee elects to extend the Option as provided in 1.2.2 above, Optionee agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for submission occurring on or before June 30, 2004^, and, thereafter, perform all actions as may be reasonably required to secure the Fund Reservation from HUD. Optionee shall request that HUD provide copies of all correspondence and notices regarding the Fund Reservation to City.

4. CONDITIONS TO CLOSE OF ESCROW.

If Optionee submits an application for Fund Reservation and exercises the option, City and Optionee shall open escrow as provided in subsection (d) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price"). With respect to the Purchase Price, the parties agree that the Purchase Price for the Property shall be the price determined by the HUD fair market value appraisal performed in connection with the Fund Reservation or the sum of \$10.00, whichever is less. Optionee shall consult with City if HUD requires Optionee to obtain its appraisal by utilizing an appraiser from the list of appraisers approved by HUD but the designation of the appraiser shall be made by Optionee.

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA") which shall include provisions acceptable to HUD. The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of the Property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4. In the event the close of escrow and conveyance of the Property occur prior to Optionee's receipt of the HUD Fund Reservation, City and Optionee agree to amend said DDA to the satisfaction of HUD if such amendment is requested.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and City, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements;
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and
- (vii) escrow closing shall be subject to Optionee obtaining final map approval for the subdivision of the original City Parcel into three parcels, including the 2.35 acre parcel, which is the subject of the Agreement.

(viii) The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

d. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

5. MISCELLANEOUS.

5.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

5.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: City Manager  
Telecopier: (702) 388-1807

Copy to: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: Neighborhood Services Department Director  
Telecopier: (702) 382-3045

To Optionee: Affordable Housing Resource Council  
1400 Wedekind Road, Suite 3  
Reno, Nevada 89512  
Attn: Eric Novak  
Telecopier: (775)324-2553

Copy to: Alan D. Ross Law Corporation  
17530 Ventura Blvd., Ste. 205  
Encino, CA 91316  
Attn: Alan D. Ross, Esq.  
Telecopier: (818) 501-8960

Copy to: Southern California Presbyterian Homes  
516 Burchett Street  
Glendale, California 91203  
Attn: Benjamin F. Beckler III  
Telecopier: (818) 247-3871

Copy to: John Gezelin, Esq.  
436 Court Street  
Reno, NV 89501  
Telecopier: (775) 323-9073

5.3 Broker's Fee. City and Optionee each represents and warrants to the other than no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

5.4 Assignment. Optionee shall have no right to assign the Option herein granted or any right or privilege Optionee might have in the Option, by operation of law or otherwise, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempt by Optionee to make an assignment other than with the prior written consent of City shall be null and void. City's consent to an assignment by Optionee shall not relieve Optionee from its obligations under this Agreement. Notwithstanding the foregoing without the consent of City, Optionee shall have the right to assign this Agreement to a non-profit corporation formed for the sole purpose of owning and operating the project as required by HUD and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

5.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

5.6 Binding on Successors and Assigns. Subject to the limitations set forth in Section 5.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

5.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to

the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

5.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

5.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

5.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

5.13 Exhibits. Exhibit A, B and C attached hereto are hereby incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

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

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

“CITY”

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

J. Ponticello      5/21/03  
Date

AFFORDABLE HOUSING RESOURCE COUNCIL, a non-profit, public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“OPTIONEE”

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF CITY PARCEL**

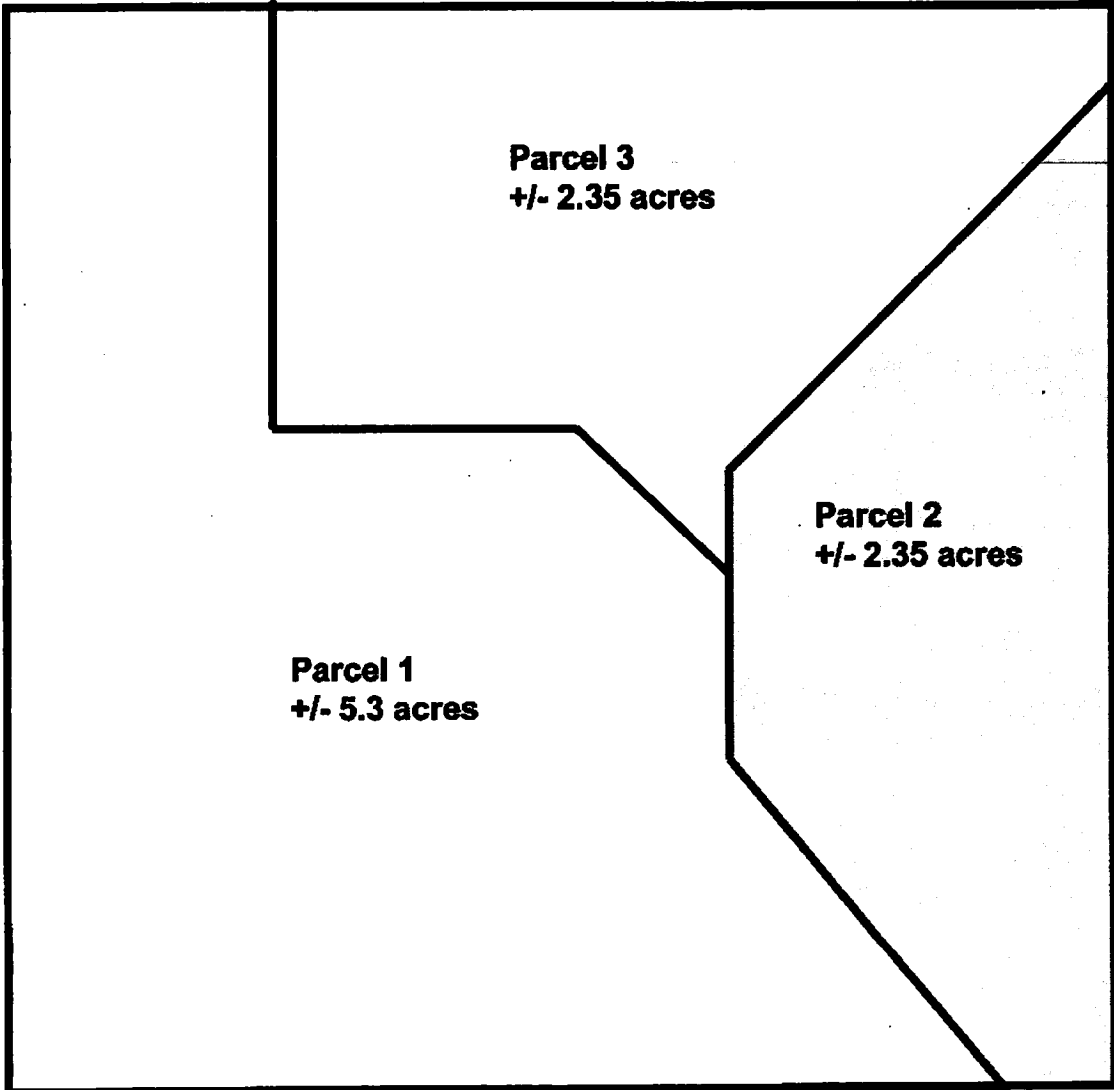
Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., sec. 28, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  (Tract D).  
Containing 10 acres, more or less

---

**EXHIBIT B: PARCELIZATION MAP**

(To be updated by mutual agreement of the parties)

**Westcliff Senior Campus**



**DISCLOSURE OF PRINCIPALS**

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

<b>FULL NAME</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
<i>Ernie Nielsen Board President</i>	<i>Washoe County Legal Services Law Office 1155 East 9<sup>th</sup> Street Reno, NV 89512</i>	<i>775-328-2592</i>
<i>Cloyd Phillips Board Vice President</i>	<i>Community Services Agency Development Corporation 1090 East 8<sup>th</sup> Street Reno, NV 89512</i>	<i>775-786-6023x116</i>
<i>Jeff Osternel Board Treasurer</i>	<i>Krump Construction P.O. Box 7357 Reno, NV 89510</i>	<i>775-358-5679</i>
<i>Bob Rusk Board Secretary</i>	<i>Truckee River Lodge 501 West 1<sup>st</sup> Street Reno, NV 89503</i>	<i>775-329-6411</i>
<i>Steve Alastuey Boardmember</i>	<i>1050 Nevada Street #119 Reno, NV 89503</i>	<i>775-324-7385</i>
<i>Tom Murtha Boardmember</i>	<i>Bristlecone Family Services P.O. Box 40674 Reno, NV 89504</i>	<i>775-826-7109</i>

**FULL NAME**

*Bob Nielsen  
Boardmember*

**BUSINESS ADDRESS**

*Shelter Properties  
380 Linden Street  
Reno, NV 89502*

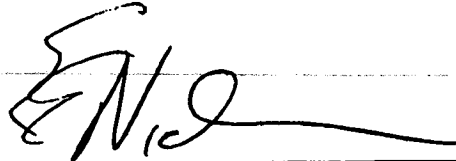
**BUSINESS PHONE**

*775-825-0999x107*

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

**AFFORDABLE HOUSING RESOURCE  
COUNCIL, a non-profit, public benefit  
corporation**

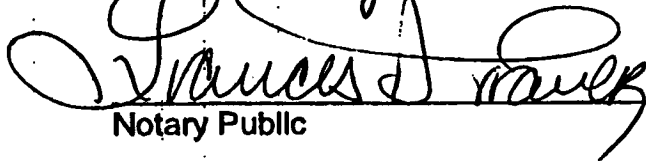
**By: Ernest K. Nielsen**



**Its: President**

Subscribed and sworn to before me this

*21st* day of *May*, 2003

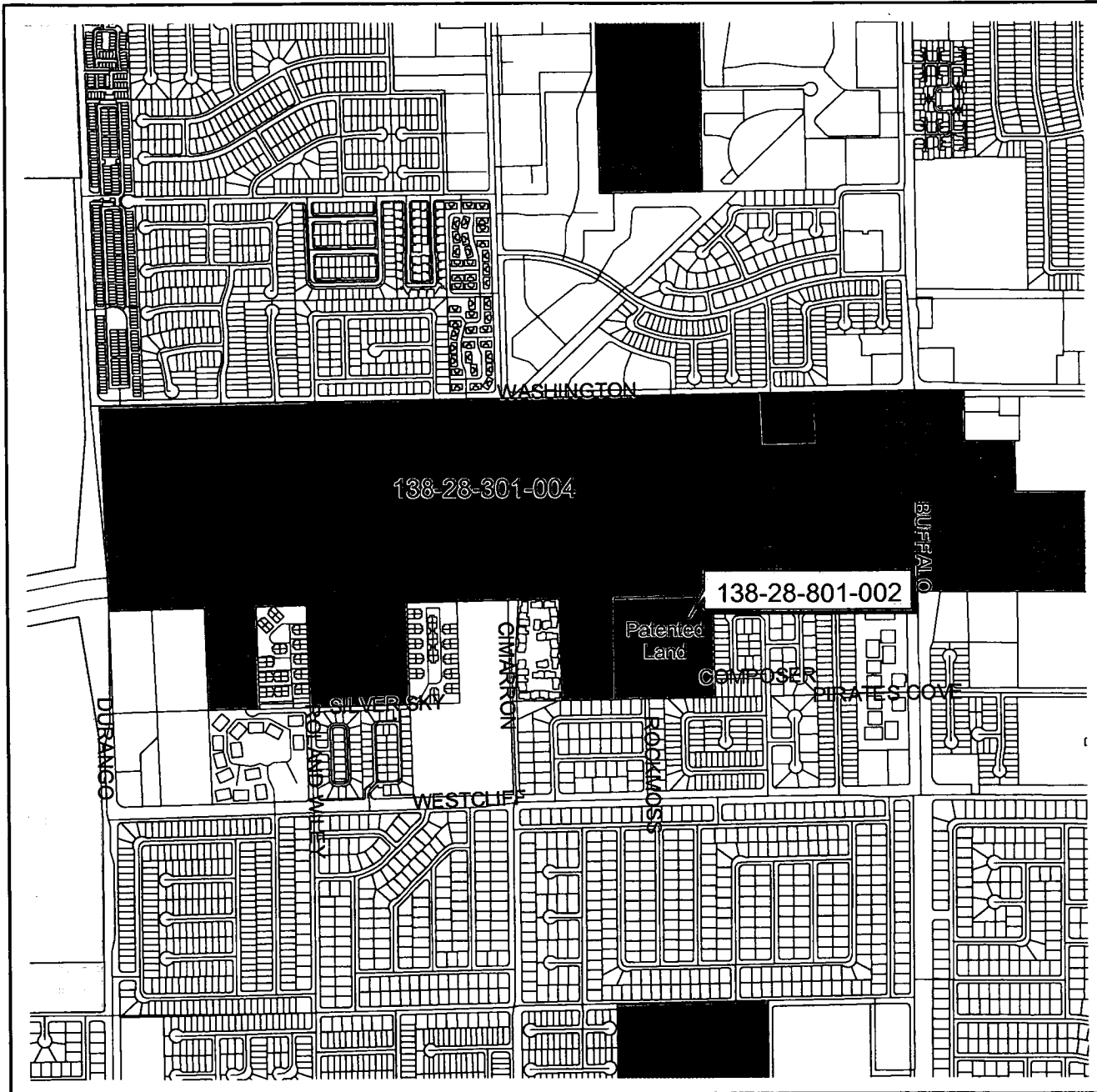


**Notary Public**



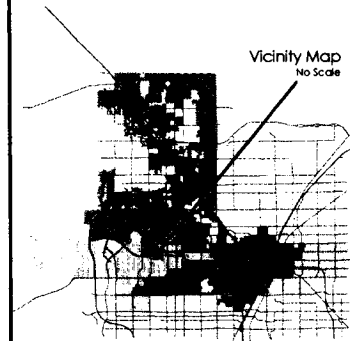
**FRANCES D. TRAVER**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 97-1015-2 - Expires October 28, 2004

12  
#1510110  
#11015#



# Site Map

- Street Centerline
- Blmnew.shp
- Leased
- Applied
- USA
- City of Las Vegas
- Parcels



Real Estate & Asset Management



Date of Data: 2003/05/08

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

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

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Discussion and possible action regarding an Option to Purchase Real Property Agreement Phase II with developer Affordable Housing Resource Council to purchase approximately two and one-half (2.5) acres of City of Las Vegas land located in the vicinity of Rockmoss Street and Summerlin Parkway, Las Vegas, Nevada for development and construction of senior housing (portion of Parcel Number 138-28-301-003) - Ward 2 (L.B. McDonald)

**Fiscal Impact**

<input checked="" type="checkbox"/> <b>No Impact</b>	<b>Amount:</b>
<input type="checkbox"/> <b>Budget Funds Available</b>	<b>Dept./Division:</b> Neigh. Svcs./Neigh. Devel.
<input type="checkbox"/> <b>Augmentation Required</b>	<b>Funding Source:</b>

**PURPOSE/BACKGROUND:**

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage affordable housing to serve low-income seniors. This Option to Purchase is a requirement for making a FY2004-2005 HUD 202 Senior Housing application for funding.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Option to Purchase Real Property Agreement Phase II

**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, was present.

See related Item 10 for other discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:25 – 3:28)

## PHASE II

### OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between The City of Las Vegas, a municipal corporation in the State of Nevada, a ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL a non-profit, public benefit corporation ("Optionee").

#### R E C I T A L S

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 2.35 parcel identified as "Parcel #3" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #3 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

#### A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

##### 1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

##### 1.2 Option Period

1.2.1 Initial Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until the date that is eighteen (18) months after the date Optionee receives notice from the United States Department of Housing and Urban Development ("HUD") that Optionee's application for a fund reservation under Section 202 of the Housing Act of 1959, 12 U.S.C. Section 1701q ("Fund Reservation") for the acquisition of the Property and the development of a senior citizen housing project containing at least 40 units ("Project") has been approved ("Initial Option Period"). Optionee shall provide City with a copy of said notice (the "HUD Fund Reservation Approval Notice"). Optionee's exercise of the Option to acquire the Property during the Initial Option Period shall be contingent upon Optionee having submitted an application for a Fund Reservation for the Project on Parcel #2 by June 13, 2003 or the date established by HUD whichever last occurs.

1.2.2 Extended Option Period. In the event the Fund Reservation is not approved by HUD by January 30, 2005, at Optionee's election, the Option may be extended by Optionee by notice to City, commencing on the date of notice from HUD that the Fund Reservation has not been approved and continuing for twenty-five (25) months thereafter ("the Extended Option Period"). The Initial Option Period and the Extended Option Period are sometimes collectively referred to herein as the "Option Period". Optionee's exercise of the Option to acquire the Property during the Extended Option Period shall be contingent upon Optionee having submitted an application to HUD for a Fund Reservation for the Project by June 30, 2005.

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for City's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, (ii) or Optionee's applications for the Fund Reservation have not been approved by HUD by January 30, 2005, or (iii) Optionee receives notice that its application for the Fund Reservation submitted by June 30, 2004 has been rejected and the Option has not been extended as provided in 1.2.2 above, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

## 2. INSPECTIONS AND REVIEW.

2.1 Title Review. Within 30 days of the effective date of this Agreement, City shall provide Optionee with a Preliminary Title Report for the City Parcel issued by United Title Company. Within sixty (60) days of receipt of said report, Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold City harmless from and against any liability arising from Optionee's Investigations hereunder.

## 3. FUND RESERVATION.

As additional consideration for the granting of this Option, Optionee hereby agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for such submission occurring on June 30, 2004 or such later date as HUD may prescribe and if Optionee elects to extend the Option as provided in 1.2.2 above, Optionee agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for submission occurring on or before June 30, 2005, and, thereafter, perform all actions as may be reasonably required to secure the Fund Reservation from HUD. Optionee shall request that HUD provide copies of all correspondence and notices regarding the Fund Reservation to City.

4. CONDITIONS TO CLOSE OF ESCROW.

If Optionee submits an application for Fund Reservation and exercises the option, City and Optionee shall open escrow as provided in subsection (d) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price"). With respect to the Purchase Price, the parties agree that the Purchase Price for the Property shall be the price determined by the HUD fair market value appraisal performed in connection with the Fund Reservation or the sum of \$10.00, whichever is less. Optionee shall consult with City if HUD requires Optionee to obtain its appraisal by utilizing an appraiser from the list of appraisers approved by HUD but the designation of the appraiser shall be made by Optionee.

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA") which shall include provisions acceptable to HUD. The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of the Property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4. In the event the close of escrow and conveyance of the Property occur prior to Optionee's receipt of the HUD Fund Reservation, City and Optionee agree to amend said DDA to the satisfaction of HUD if such amendment is requested.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and City, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and
- (vii) escrow closing shall be subject to Optionee obtaining final map approval for the subdivision of the original City Parcel into three parcels, including the 2.35 acre parcel, which is the

subject of the Agreement.

- (viii) The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

d. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

5. MISCELLANEOUS.

5.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

5.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: City Manager  
Telecopier: (702) 388-1807

Copy to: City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: Neighborhood Services Department Director  
Telecopier: (702) 382-3045

To Optionee: Affordable Housing Resource Council  
1400 Wedekind Road, Suite 3  
Reno, Nevada 89512  
Attn: Eric Novak  
Telecopier: (775)324-2553

Copy to: Alan D. Ross Law Corporation  
17530 Ventura Blvd., Ste. 205  
Encino, CA 91316  
Attn: Alan D. Ross, Esq.  
Telecopier: (818) 501-8960

Copy to: Southern California Presbyterian Homes  
516 Burchett Street  
Glendale, California 91203  
Attn: Benjamin F. Beckler III  
Telecopier: (818) 247-3871

Copy to: John Gezelin, Esq.  
436 Court Street  
Reno, NV 89501

5.3 Broker's Fee. City and Optionee each represents and warrants to the other than no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

5.4 Assignment. Optionee shall have no right to assign the Option herein granted or any right or privilege Optionee might have in the Option, by operation of law or otherwise, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempt by Optionee to make an assignment other than with the prior written consent of City shall be null and void. City's consent to an assignment by Optionee shall not relieve Optionee from its obligations under this Agreement. Notwithstanding the foregoing without the consent of City, Optionee shall have the right to assign this Agreement to a non-profit corporation formed for the sole purpose of owning and operating the project as required by HUD and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

5.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

5.6 Binding on Successors and Assigns. Subject to the limitations set forth in Section 5.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

5.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a

waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

5.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

5.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

5.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

5.13 Exhibits. Exhibit A, B and C attached hereto are hereby incorporated herein by this reference.

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

days of any change.

IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

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

By: \_\_\_\_\_

OSCAR B. GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

*J. Pomicello*  
\_\_\_\_\_  
Date 5/21/03

AFFORDABLE HOUSING RESOURCE COUNCIL, a non-profit, public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“OPTIONEE”

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF CITY PARCEL**

---

Mount Diablo Meridian, Nevada, T. 20 S., R.60 E., sec. 28, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  (Tract D).  
Containing 10 acres, more or less

**EXHIBIT B: PARCELIZATION MAP**

(To be updated by mutual agreement of the parties)

**Westcliff Senior Campus**

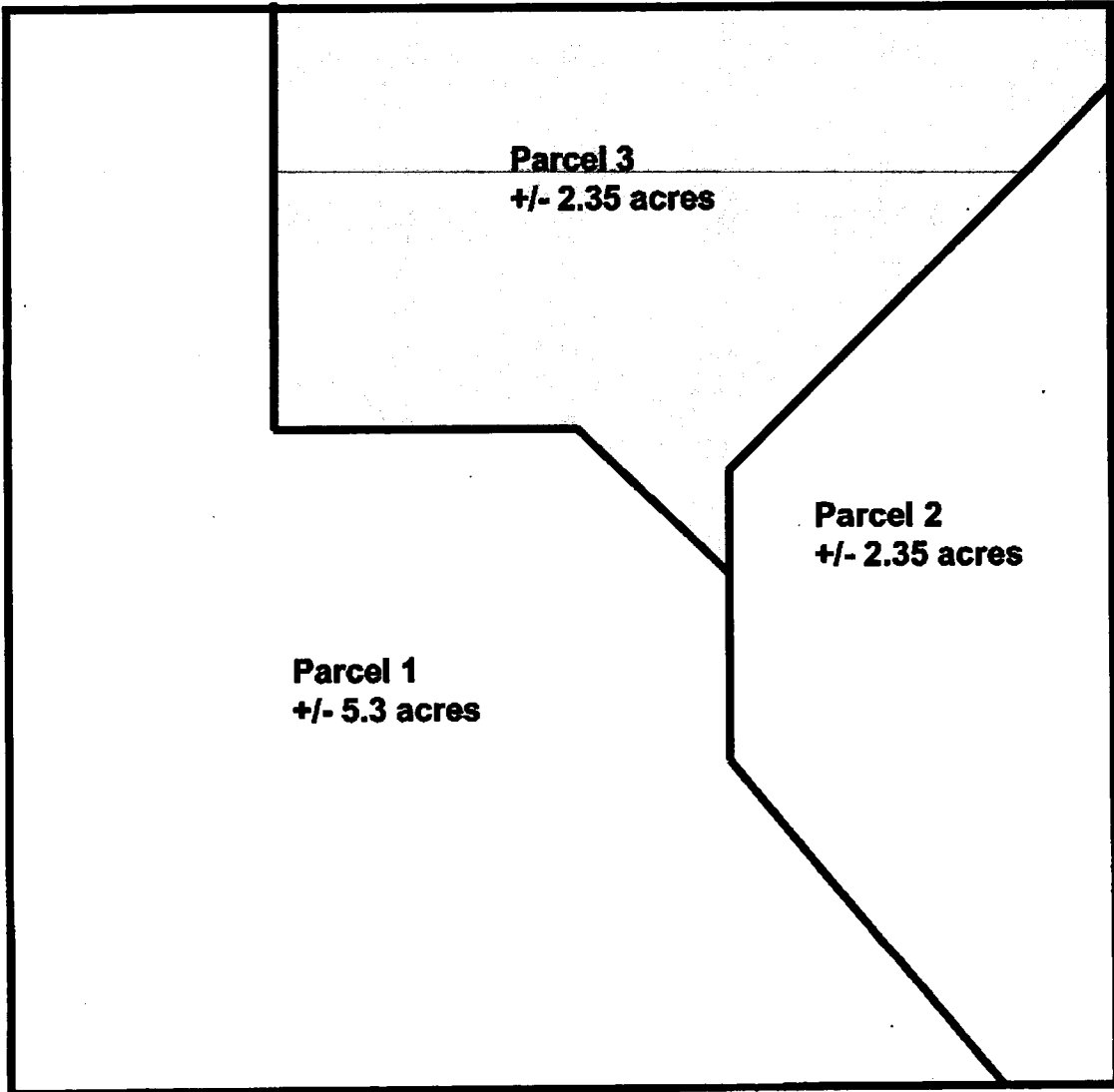


Exhibit "C"

**DISCLOSURE OF PRINCIPALS**

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

<b>FULL NAME</b>	<b>BUSINESS ADDRESS</b>	<b>BUSINESS PHONE</b>
<i>Ernie Nielsen Board President</i>	<i>Washoe County Legal Services Law Office 1155 East 9<sup>th</sup> Street Reno, NV 89512</i>	<i>775-328-2592</i>
<i>Cloyd Phillips Board Vice President</i>	<i>Community Services Agency Development Corporation 1090 East 8<sup>th</sup> Street Reno, NV 89512</i>	<i>775-786-6023x116</i>
<i>Jeff Ostemel Board Treasurer</i>	<i>Krump Construction P.O. Box 7357 Reno, NV 89510</i>	<i>775-358-5679</i>
<i>Bob Rusk Board Secretary</i>	<i>Truckee River Lodge 501 West 1<sup>st</sup> Street Reno, NV 89503</i>	<i>775-329-6411</i>
<i>Steve Alastuey Boardmember</i>	<i>1050 Nevada Street #119 Reno, NV 89503</i>	<i>775-324-7385</i>
<i>Tom Murtha Boardmember</i>	<i>Bristlecone Family Services P.O. Box 40674 Reno, NV 89504</i>	<i>775-826-7109</i>

**FULL NAME**

**BUSINESS ADDRESS**

**BUSINESS PHONE**

*Bob Nielsen  
Boardmember*

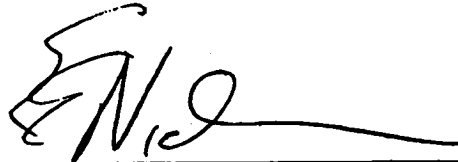
*Shelter Properties  
380 Linden Street  
Reno, NV 89502*

*775-825-0999x107*

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

**AFFORDABLE HOUSING RESOURCE  
COUNCIL, a non-profit, public benefit  
corporation**

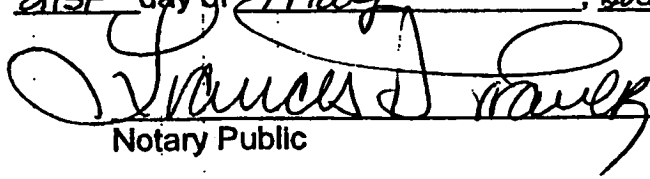
**By: Ernest K. Nielsen**



**Its: President**

Subscribed and sworn to before me this

*21st* day of *May*, *2003*

  
Notary Public

**FRANCES D. TRAVER**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 93-1015-2 - Expires October 28, 2004

**AGENDA SUMMARY PAGE**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 2003**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**DIRECTOR: LESA CODER**

**CONSENT**

**DISCUSSION**

**SUBJECT:**

**REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly**

Discussion and possible action authorizing Intent to Purchase 601 Fremont Street (Parcel Number 139-34-611-018), from Clark County, for fair market value (\$1,196,500 - Industrial Special Revenue Fund) - Ward 5 (Weekly)

**Fiscal Impact**

**No Impact**

**Amount:** \$1,196,500 + closing costs

**Budget Funds Available**

**Dept./Division:** OBD/Economic Division

**Augmentation Required**

**Funding Source:** Industrial Special Revenue Fund

**PURPOSE/BACKGROUND:**

The City of Las Vegas intends to purchase the property known as 601 Fremont Street for the purpose of selling the property to a third party which has submitted a written offer, contingent on the City's purchase of the property fee simple, and additional consideration. The property consists of 1.24 acres and is currently being used by the Las Vegas Metropolitan Police Department. The Office of Business Development tentatively accepts all of the terms of the Resolution of Intent to Sell Real Property approved by the County of Clark, Board of County Commissioners on May 20, 2003, except for the condition to close escrow within 30 days of the date of the Purchase and Sale Agreement. A mutually acceptable Purchase and Sale Agreement will be brought before the City Council for consideration on a subsequent agenda

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Board of County Commissioners Resolution dated May 20, 2003
3. Location Map

**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.**

REAL ESTATE COMMITTEE OF JUNE 2, 2003

Business Development

Item 13 - Discussion and possible action authorizing Intent to Purchase 601 Fremont Street (Parcel Number 139-34-611-018), from Clark County, for fair market value (\$1,196,500 - Industrial Special Revenue Fund)

**MINUTES – Continued:**

LESA CODER, Director, Office of Business Development, said that the property is commonly known as the “Fingerprint” building. It is anticipated that Metro’s new facility for that function will be open in July. The sale price of \$1,196,500 was mutually agreed on, plus closing costs. The County already approved the sale. Staff recommends approval as submitted.

AL GALLEGO, citizen of Las Vegas, requested a copy of the new purchaser agreement. MS. CODER deferred to DEPUTY CITY ATTORNEY PONTICELLO for an answer, to which she answered ASSISTANT CITY ATTORNEY JOHN REDLEIN has advised MS. CODER as to proper disposition of records.

There was no further discussion.

COUNCILMAN MACK declared the Public Hearing closed.

(3:08 – 3:09)

1-13

**AGENDA MEMO**

**REAL ESTATE COMMITTEE MEETING DATE: JUNE 2, 2003**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**ITEM DESCRIPTION: Approval authorizing Intent to Purchase 601 Fremont Street (APN 139-34-611-018), from Clark County, for fair market value - Ward 5 (Weekly)**

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Clark County currently owns the property commonly known as 601 Fremont Street, which currently contains the Las Vegas Metropolitan Police Department ("Metro") Fingerprint Building, and a surface parking lot.

Clark County Real Property Management has advised the City that Metro is ceasing its use of, and vacating the building no later than June 30, 2003. As a result, Clark County anticipates that the building will be vacant effective July 1, 2003.

The City of Las Vegas desires to express formally its intent to pursue purchase of the property, fee simple, in order to bring a higher possible use to the property. The Clark County Board of County Commissioners ("BOCC") declared the property as surplus on October 1, 2002. Pursuant to a Resolution passed on May 20, 2003, the BOCC expressed its intent to sell the Property at fair market value to the City of Las Vegas, consistent with N.R.S. 277.050.

As indicated by an appraisal prepared by Timothy R. Morse & Associates, and by an written estimate for the cost of demolition of the existing building, Clark County established a fair market value of \$1,196,500.

Approval of this authorization will enable the City to pursue a formal Purchase and Sale Agreement with Clark County, and to pursue a formal Purchase and Sale Agreement with a third-party buyer who has expressed interest in purchasing the property for a higher possible use.

The City of Las Vegas accepts all of the terms of the Resolution of Intent to Sell Real Property approved by the County of Clark, Board of County Commissioners on May 20, 2003, except for the condition to close escrow within 30 days of the date of the Purchase and Sale Agreement. Conditional on a mutually acceptable Purchase and Sale Agreement, the City of Las Vegas intends to purchase the site and close escrow no later than October 1, 2003.

## CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

<b>Issue:</b>	Resolution of Intent to Sell Real Property	<b>Back-up:</b>
<b>Petitioner:</b>	George W. Stevens, Chief Financial Officer  Sandra M. Norskog, Director of Real Property Management	<b>Clerk Ref. #</b>
<b>Recommendation:</b> That the Board of County Commissioners approve, adopt, and authorize the Chair to sign the Resolution of Intent to Sell Real Property, located at 601 East Fremont Street, Assessor Parcel No. 139-34-611-018, for the purchase price of \$1,196,500, to the City of Las Vegas; and authorize the Chair to set a Public Hearing to be held at 10:00 a.m., during the meeting of the Board of County Commissioners on June 3, 2003; or take other action as appropriate.		

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Assessor Parcel Number 139-34-611-018, consisting of approximately 1.24 acres, is located at 601 East Fremont Street, Las Vegas, Nevada. The Las Vegas Metropolitan Police Department (LVMPD) Fingerprint Building is currently located on that parcel.

On October 1, 2002, the Board of County Commissioners (Board) declared the parcel as surplus. The facility and the land are no longer needed since the new LVMPD Fingerprint Building was opened on West Russell Road.

The City of Las Vegas wishes to purchase that parcel. It was appraised by the Board-approved appraiser, Timothy R. Morse & Associates, at a value of \$1,886,500, as vacant land. The cost to demolish the existing building is estimated to be \$690,000.

The Resolution of Intent to Sell Property will serve as notice of the intent to sell the property to the City of Las Vegas, and the public hearing will be conducted according to the procedure set forth in NRS 277.050.

Prepared by: Sharon Hauht, C.P.M.

Respectfully submitted,

George W. Stevens  
GEORGE W. STEVENS  
Chief Financial Officer

Cleared for Agenda

May 20, 2003

Agenda  
Item #

7

## RESOLUTION OF INTENT TO SELL REAL PROPERTY

WHEREAS, the County of Clark, a political subdivision of the State of Nevada, holds fee simple title to Assessor Parcel Number 139-34-611-018, located at 601 East Fremont Street, Las Vegas, Nevada (hereinafter referred to as the "Property"); and

WHEREAS, the Property is the site of the existing facility known as the Metro Fingerprint Bureau; and

WHEREAS, the appraised value of the property as vacant land is \$1,886,500, and the estimated cost of demolishing the existing building on the Property is \$690,000; and

WHEREAS, the City of Las Vegas wishes to purchase the property and has offered to purchase it at its appraised value, less demolition costs, for a total purchase price of \$1,196,500; and

WHEREAS, NRS 277.050 authorizes one public agency to sell any of its real property to another public agency for an amount at least equal to the current appraised value of the real property being conveyed; and

WHEREAS, a sale of real property to another public agency may be accomplished without advertising for public bids.

NOW, THEREFORE, be it resolved by the Board of County Commissioners that:

1. The County intends to sell the Property to the City of Las Vegas, and will set a public hearing at 10:00 a.m. on June 3, 2003, in the Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular Commission meeting, as the time and place any objections to the sale may be made by the electors of the County, pursuant to NRS 277.050.

2. The sale shall be made under the following terms and conditions:

- a. The Property to be sold is approximately 1.24 acres of real property located at 601 East Fremont Street, Las Vegas, Nevada.
- b. The Property shall be sold to the City of Las Vegas for \$1,196,500.
- c. The Property shall be sold for cash at the close of escrow no later than 30 calendar days after the final signing of the Agreement for the Purchase and Sale of Real Property.
- d. The Board reserves the right to withdraw the Property from sale before acceptance of the offer to sell for appraised value to the City of Las Vegas.
- e. The final acceptance or rejection of the sale may be made at the same meeting or at any adjourned session of the same meeting held within 10 calendar days next following. Unless the Board withdraws the Property from sale, the Property will be sold to the City of Las Vegas.
- f. The County is selling the Property in an "AS-IS" condition and under the assumption that the acquisition of the Property by the City of Las Vegas is based upon an independent investigation by the City of Las Vegas. The County makes no warranties regarding the physical condition or stability of the Property, the existence of hazardous materials on or under the surface of the Property.

, 2003

- g. The City of Las Vegas shall pay all closing costs.
- h. The County's interest in the Property will be conveyed to the City of Las Vegas by Quitclaim Deed.
- i. The County makes no warranties or representations as to the suitability of the Property for the purposes of the City of Las Vegas or for any other purpose.

PASSED, ADOPTED AND APPROVED this 20th day of May, 2003.

CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS

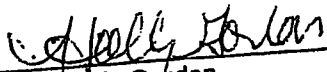
By \_\_\_\_\_  
Mary Kincaid-Chauncey, Chair

ATTEST:

\_\_\_\_\_  
SHIRLEY B. PARRAGUIRRE, Clerk

Approved as to form:

DAVID ROGER, District Attorney

By   
Holly Gordon  
Deputy District Attorney

# Location Map



**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: JUNE 2, 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.

(3:28)

1-673

**THE MEETING ADJOURNED AT 3:28 P.M.**

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

June 10, 2003