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City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
MONDAY, AUGUST 18, 2003
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF

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

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action regarding an Interlocal Agreement with jurisdictions regarding a proposed Regional Animal Shelter Campus between the City, Clark County, and the City of North Las Vegas located at the southeast corner of Harris Avenue and Manning Street known as APN 139-25-801-003 and portions of 139-25-405-007 and 139-25-801-002 - Ward 3 (Reese)
2. Discussion and possible action regarding a Land Purchase Agreement between the City of Las Vegas and Jerry Hamika for the sale of approximately 3.75 acres of vacant real property, identified as APN 139-25-405-005, located on the northwest corner of East Bonanza Road and North Mojave Road (\$800,000 revenue) - Ward 3 (Reese)
3. Discussion and possible action to authorize staff to submit a letter to the Bureau of Land Management (BLM) requesting a modified-competitive sale of a portion of APNs 125-17-801-001 and 125-17-401-006 (approximately 4.65 acres), located near US 95 and Oso Blanca - Ward 6 (Mack)
4. Discussion and possible action for acceptance of a Quitclaim Deed in favor of the City of Las Vegas from the State of Nevada Department of Transportation for real property consisting of approximately 2.13 acres known as the Charleston Heights Neighborhood Preservation Park II, APN 138-35-111-009 (\$506,512.10 - Land/Parks) - Ward 1 (Moncrief)
5. Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas as Landlord, Steadfast Plaza, L.P. and Steadfast Creekside, L.P. as current Tenant agreeing to approve assignment to AMX I, LLC and AMX II, LLC for property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage (Lady Luck) - Ward 5 (Weekly)
6. Discussion and possible action regarding a Fire and Rescue 5 Lease Agreement between the City of Las Vegas and Benevolent Protective Order of Elks Las Vegas, Lodge #1468 located at Charleston Boulevard and Hinson Street (\$13 - General Fund Fire & Rescue) - Ward 1 (Moncrief)
7. Discussion and possible action to clarify an Encroachment Agreement with John T. Moran Jr. and Marilyn Moran for a portion of the alley behind the Morans' property generally located at 628 and 630 South Fourth Street - Ward 1 (Moncrief)
8. Discussion and possible action to preauthorize Deputy City Manager Steve Houchens (as Secretary of Office District Parking I, Inc.--"ODP Inc.") to execute a Quitclaim Deed, from ODP Inc. to John T. Moran, Jr. and Marilyn Moran, husband and wife, for ODP Inc.'s portion of the vacated alley behind the Moran's property generally located at 628 and 630 South Fourth Street, in coordination with the vacation process - Ward 1 (Moncrief)

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.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: A tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition is made.

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

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

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

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

**Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board**

(3:09)

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AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Interlocal Agreement with jurisdictions regarding a proposed Regional Animal Shelter Campus between the City, Clark County, and the City of North Las Vegas located at the southeast corner of Harris Avenue and Manning Street known as APN 139-25-801-003 and portions of 139-25-405-007 and 139-25-801-002 - Ward 3 (Reese)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

CLV, County and NLV desire to enter into a joint and shared use agreement to lease approximately 6 to 8 acres of land from CLV. The proposal will expand the existing Lied Animal Shelter and describes the campus to include an extended stay adoption center, vet tech school and medical facility, a wellness clinic and special events community center. In addition, there would be space/facilities to allow other municipalities to locate their animal control services on campus to provide valley residents one central location to retrieve lost pets & participate in all other proposed services.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Interlocal Agreement

Submitted at the meeting: amended Page 1 of the agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 1 - Discussion and possible action regarding an Interlocal Agreement with jurisdictions regarding a proposed Regional Animal Shelter Campus between the City, Clark County, and the City of North Las Vegas located at the southeast corner of Harris Avenue and Manning Street known as APN 139-25-801-003 and portions of 139-25-405-007 and 139-25-801-002

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that this interlocal would include the three mentioned in the line item to create for the creation of a regional animal sometime in the future. The interlocal agreement would require that Clark County supply \$500,000 to expand the existing building to make room for North Las Vegas and Clark County. In the event the City should choose to terminate its portion of this agreement in order to run its own animal shelter, it would have to pay the total cost of the existing facility as well as reimburse the County \$500,000. The agreement also dedicates an additional four acres for future expansion of the facility in case the Animal Foundation is able to raise money in the future to build more facilities. If they choose not to develop the land, it would be regressed to the City for its use. Staff recommends approval.

COUNCILMAN WEEKLY was distraught about the recent incident wherein a dog that was picked up on the street was erroneously put through the euthanasia process. MR. ROARK clarified that that incident occurred at the facility where the County contracts. But unfortunately it has occurred at the facility with which the City's contracts. There is a 30-day holding period on all animals that are received, and they are all tagged. What happened at the Dewey Center is that a new employee took the dog's collar off, which made him unidentifiable, compared to the other dog that was in the same cage. The City has a rule that allows only one animal to a cage when first dropped off by Animal Control. Hopefully, that control mechanism can avoid future similar tragedies. COUNCILMAN WEEKLY said he hopes the City Animal Shelter enforces its rules, because he would hate for any other pet lover to undergo such misfortune.

AL GALLEGGO, citizen of Las Vegas, indicated that five years ago he went through a similar tragedy. Nevada Power broke the lock of his gate and his dog walked out and he was never able to find it.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:16)

**INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
PROPOSED REGIONAL ANIMAL SHELTER CAMPUS**

This INTERLOCAL AGREEMENT is made and entered into effective as of the ____ day of _____, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "CLV"), CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"), and the CITY OF NORTH LAS VEGAS, a political subdivision of the State of Nevada (hereinafter referred to as "NLV") and collectively referred to as the "Entities".

WITNESSETH

WHEREAS, the Entities hereto are empowered to enter into this Interlocal Agreement under Chapter 277.180 of the Nevada Revised Statutes; and

WHEREAS, each of the Entities to this Interlocal Agreement provide animal control service and have jurisdictional authority within their respective territorial limits; and

WHEREAS, it is important that the Entities coordinate their efforts in order to assure their citizens that all reasonable efforts are being expended to provide them with adequate animal control service; and

WHEREAS, on October 3, 1995, CLV and The Animal Foundation entered into the Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provided animal shelter services to CLV; and

WHEREAS, on July 1, 2003, County and The Animal Foundation approved an agreement for animal shelter services; and

WHEREAS, NLV and The Animal Foundation propose to enter into an agreement for animal shelter services concurrently with or near the date of this Interlocal Agreement; and

WHEREAS, in response to this increasingly complex environment, the participating Entities wish to pool their collective resources in order to develop a Regional Animal Shelter Campus as hereafter described; and

WHEREAS, the CLV is the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, commonly referred to as Assessor's Parcel Numbers 139-25-801-002, 139-25-801-003, and 139-25-405-007 (the "Premises"); and

WHEREAS, the Premises are further depicted on the Site Map attached as Exhibit "A" and the aerial map attached as Exhibit "B". The Premises consist of approximately 8.00 acres. The area is hereinafter referred to as the "Regional Animal Shelter Campus" of the Lied Animal Shelter and additions thereto; and

WHEREAS, CLV, COUNTY and NLV desire to enter into a joint and shared use of the Premises on portions of the parcels to be dedicated as the Regional Animal Shelter Campus, for use by each of the Entities directly or by their contractor for animal sheltering and related purposes.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Entities agree as follows:

1. USE OF PREMISES

CLV, COUNTY and NLV shall use the Premises for the Regional Animal Shelter Campus, including an extended stay adoption center, veterinary technician school and medical facility, a wellness clinic and special events community center. CLV will lease the Premises to The Animal Foundation for the purpose of expanding the existing Lied Animal Shelter to provide the Southern Nevada valley citizens with one central location to retrieve lost pets and participate in all other proposed services. CLV, COUNTY and NLV will jointly operate and occupy the Regional Animal Shelter Campus (i.e., the land, building, and improvements) for the purpose of housing animals and serving the citizens' needs of the Entities at such facility.

2. IMPROVEMENTS

CLV agrees to allow construction on the Premises of certain improvements, specifically, expansion of the existing Lied Animal Shelter building to serve as the Regional Animal Shelter Campus to support the additional capacity necessitated with COUNTY and NLV utilizing the existing Lied Animal Shelter. COUNTY and NLV shall, through their respective animal shelter agreements with The Animal Foundation, provide sufficient funding for construction of an addition to the Lied Animal Shelter to serve as the Regional Animal Shelter Campus. In any event, the cost of such an addition shall not be the responsibility of CLV. In addition, each entity supports and agrees to allow the Lied Animal Shelter to expand the existing site to include an extended stay adoption center, veterinary technician school and medical facility, a wellness clinic and a special events community center, all of which shall be built at sole cost to The Animal Foundation. The expansion will provide the Southern Nevada valley residents with one central location to retrieve lost pets and participate in all other proposed services.

3. TERM OF AGREEMENT

The term of this Interlocal Agreement (hereinafter referred to as the "Agreement") shall be for thirty (30) years.

In the event that any of the Entities provides written notice of termination of its respective animal shelter services agreement with The Animal Foundation, each Entity shall have the right to occupy and use, in a manner of each Entity's choosing, a guaranteed a portion of the Lied Animal Shelter necessary to provide animal sheltering services for that Entity, including use of any and all other areas and systems of the facility necessary to properly provide such service for the citizens of that Entity, during the term of this Agreement. No Entity shall use any section or system of the Lied Animal Shelter in a manner that excludes use by any other Entity on a proportional basis as specified herein.

The guaranteed portion of the Lied Animal Shelter to be occupied and used by each Entity shall be determined by reducing to a percentage the number of animals impounded by each Entity divided by the total number of animals impounded by all Entities in the most recent calendar year. For the initial twelve month period of operation, commencing June 1, 2005, the guaranteed percentage portion of the Lied Animal Shelter shall be as follows: CLV 45%, COUNTY 44%, and NLV 11%.

The Entities agree that, if a change in conditions warrants revision of these terms, the Entities will promptly commence good faith negotiations to establish an equitable and practical shared use of the Lied Animal Shelter and amend or replace this Agreement accordingly.

4. COMMENCEMENT DATE

This Agreement shall commence on the date first set forth above.

5. COVENANT OF DESIGN AND CONSTRUCTION

The plans and specifications for the improvements by the COUNTY'S Animal Sheltering Contractor, preliminary and final, shall be reviewed and approved collectively by the Entities. Each Entity shall not unreasonably withhold, delay or condition such approval and, in the event of disapproval, the disapproving Entity shall give to the other Entities an itemized statement of reasons for disapproval within ten (10) days after the plans and specifications are submitted to the other Entities.

Pursuant to the animal shelter agreement between COUNTY and The Animal Foundation, in the event the CLV terminates its agreement with The Animal Foundation and exercises CLV's right to purchase the Lied Animal Shelter improvements consistent with the agreement between the CLV and The Animal Foundation, the purchase price of the addition, Regional Animal Shelter Campus, shall be reduced by \$500,000. CLV agrees to either pay this amount or credit this amount to COUNTY as shall be mutually agreed to in writing.

Pursuant to the animal shelter agreement between NLV and the Animal Foundation, in the event the CLV terminates its agreement with The Animal Foundation and exercises CLV's right to purchase the Lied Animal Shelter improvements consistent with the agreement between the CLV and The Animal Foundation, the purchase price of the addition, Regional Animal Shelter Campus, shall be reduced by the amount specified in the contract between NLV and the Animal Foundation but not to exceed \$500,000. CLV agrees to either pay this amount or credit this amount to NLV as shall be mutually agreed to in writing.

6. OPERATIONS AND INFORMATION

The Entities agree that they will work cooperatively and in good faith with each other in their respective use of the Lied Animal Shelter and any future additions to same, and any adjacent, related facilities that come about from anticipated expansions thereof. The Entities further agree to share any and all information about the facility(ies), programs, and operations generally that may reasonably be of interest and value to the other Entities for purposes of performing their animal control and/or animal sheltering related activities.

In order to carry out the intent of this section, each Entity shall designate an Officer-in-Charge to oversee the animal shelter services agreement for its respective Entity. The Officer-in-Charge shall provide a day-to-day point of contact for the respective Entity and foster mutual cooperation between the participating Entities. The Officer-in-Charge for any Entity shall be responsible for exercising exclusive control over the personnel of the Entity which they serve.

7. LIMITED LIABILITY AND INDEMNIFICATION

The Entities will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Entities shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim of cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. THIRD PARTY BENEFICIARY

The Entities do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

9. 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, at the following addresses:

To CITY OF LAS VEGAS:	City of Las Vegas Public Works, Real Estate/Assets 400 Stewart Avenue, 4 th Floor Las Vegas, NV 89101 (702) 229-1020 phone (702) 384-0527 fax
To CLARK COUNTY	Clark County 2901 East Sunset Road Las Vegas, NV 89120 (702) 455-8178 phone (702) 407-6829 fax
To CITY OF NORTH LAS VEGAS	City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030 (702) 633-1005 phone (702) 649-1302 fax

Any Entity hereto may change its address by giving ten (10) days advance notice to the other Entities as provided herein.

10. ENTIRE AGREEMENT

This Agreement and the Exhibits, if any, attached hereto, set forth the entire agreement between the Entities. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CLV, COUNTY or NLV unless reduced to writing and signed by all Entities. 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 paragraph or subparagraph.

11. NONDISCRIMINATION

The Entities agree that the Property will not be segregated with respect to race, color, religion, national origin, or disability and agree that there will be no segregation or discrimination on such grounds with respect to public utilization of or access to the building and surrounding areas.

12. MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Entities hereto.

...
...
...

IN WITNESS WHEREOF, the Entities hereto have executed this Agreement on the date set forth above.

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS, City Clerk

By: _____
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

J. Pericello 8/8/03
DEPUTY CITY ATTORNEY DATE

ATTEST:

CLARK COUNTY

SHIRLEY B. PARRAGUIRRE, County Clerk

By: _____
MARY KINCAID-CHAUNCEY, Chair
Board of County Commissioners

APPROVED AS TO FORM:

DEPUTY DISTRICT ATTORNEY

ATTEST:

CITY OF NORTH LAS VEGAS

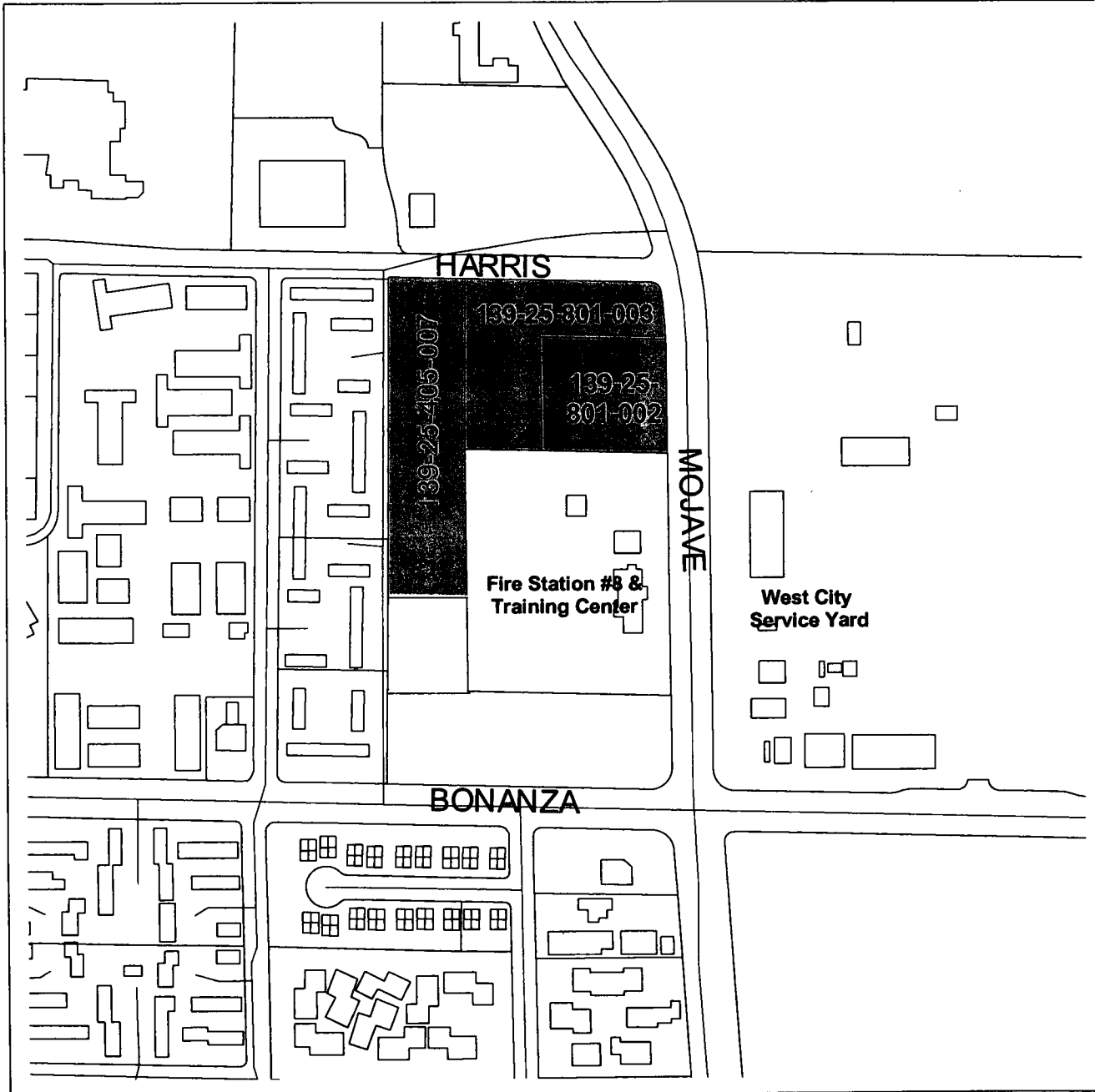
EILEEN M. SEVIGNY, City Clerk

By: _____
MICHAEL L. MONTANDON, Mayor

APPROVED AS TO FORM:

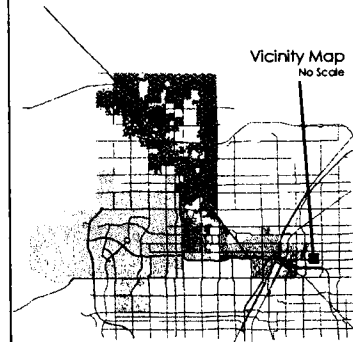
CITY ATTORNEY

EXHIBIT "A"



Site Map

- Regional Animal Shelter
- Street Centerline
- Building Footprints
- City of Las Vegas L.shp
- Parcels



Real Estate & Asset Management



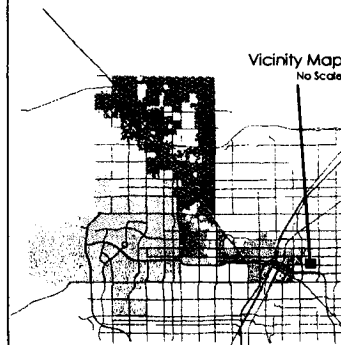
Date of Data: 2003/07/2

EXHIBIT "B"



Site Map

-  Street Centerline
-  Building Footprints
-  City of Las Vegas1.shp
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/07/2

**INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
PROPOSED REGIONAL ANIMAL SHELTER CAMPUS**

This INTERLOCAL AGREEMENT is made and entered into effective as of the ____ day of _____, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "CLV"), CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"), and the CITY OF NORTH LAS VEGAS, a political subdivision of the State of Nevada (hereinafter referred to as "NLV") and collectively referred to as the "Entities".

WITNESSETH

WHEREAS, the Entities hereto are empowered to enter into this Interlocal Agreement under Chapter 277.180 of the Nevada Revised Statutes; and

WHEREAS, each of the Entities to this Interlocal Agreement provide animal control service and have jurisdictional authority within their respective territorial limits; and

WHEREAS, it is important that the Entities coordinate their efforts in order to assure their citizens that all reasonable efforts are being expended to provide them with adequate animal control service; and

WHEREAS, on October 3, 1995, CLV and The Animal Foundation entered into the Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provided animal shelter services to CLV; and

WHEREAS, on July 1, 2003, County and The Animal Foundation approved an agreement for animal shelter services; and

WHEREAS, NLV and The Animal Foundation propose to enter into negotiations for an agreement for animal shelter services concurrently with or near the date of this Interlocal Agreement; and

WHEREAS, in response to this increasingly complex environment, the participating Entities wish to pool their collective resources in order to develop a Regional Animal Shelter Campus as hereafter described; and

WHEREAS, the CLV is the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, commonly referred to as Assessor's Parcel Numbers 139-25-801-002, 139-25-801-003, and 139-25-405-007 (the "Premises"); and

WHEREAS, the Premises are further depicted on the Site Map attached as Exhibit "A" and the aerial map attached as Exhibit "B". The Premises consist of approximately 8.00 acres. The area is hereinafter referred to as the "Regional Animal Shelter Campus" of the Lied Animal Shelter and additions thereto; and

WHEREAS, CLV, COUNTY and NLV desire to enter into a joint and shared use of the Premises on portions of the parcels to be dedicated as the Regional Animal Shelter Campus, for use by each of the Entities directly or by their contractor for animal sheltering and related purposes.

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Land Purchase Agreement between the City of Las Vegas and Jerry Hamika for the sale of approximately 3.75 acres of vacant real property, identified as APN 139-25-405-005, located on the northwest corner of East Bonanza Road and North Mojave Road (\$800,000 revenue) - Ward 3 (Reese)

Fiscal Impact

No Impact

Amount: \$800,000 revenue

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On December 6, 2000, the City Council authorized to market for sale the above referenced land. Staff has targeted this parcel to be marketed as a potential commercial location. Priority One Commercial, as the authorized agent of the City, accepted the offer. This agreement is contingent upon approval by the City Council and zoning and site development being approved.

RECOMMENDATION:

Staff recommends approval of the contract and dedicating the proceeds of this sale to be used for the purchase of land for recreation purposes or construction of recreation areas.

BACKUP DOCUMENTATION:

Land Purchase Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that the City has had this acreage up for sale for approximately two years. Several contracts have come through, but they have failed. This offer is contingent upon a site development plan approval. COUNCILMAN REESE has already seen a portion of it and he is very pleased with it. The land carries some problems that devalue the property about \$450,000; therefore, staff considers this a good offer, which will greatly improve the area.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 2 - Discussion and possible action regarding a Land Purchase Agreement between the City of Las Vegas and Jerry Hamika for the sale of approximately 3.75 acres of vacant real property, identified as APN 139-25-405-005, located on the northwest corner of East Bonanza Road and North Mojave Road

MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:16 – 3:17)

1-206

Land Purchase Agreement

The Land Purchase Agreement (this "Agreement"), dated July 15, 2003 for identification purposes only, is made and entered into by and between the City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("Seller") and Jerry Hamika, and/or its designee or assignee ("Buyer").

RECITALS

A. Seller is the owner of that certain unimproved real property described as: APN: 139-25-405-005, containing approximately 3.76 +/- acres net of rights of way (exact legal description to be determined by Title Company, approved by Buyer and attached hereto as exhibit "A"). Said real property, together with all rights, privileges, easements, tenements, hereditaments and appurtenances thereto, and expressly including any mineral and water rights, is referred to herein as the "Property".

B. Priority One Commercial, a Nevada corporation ("Priority One") is the duly appointed and authorized agent of Seller with full power, right and authority to enter into this Agreement on behalf of Seller.

C. Buyer desires to purchase the Property and Seller desires to sell the Property to Buyer pursuant to the term and provisions of this Agreement set forth below.

AGREEMENT

NOW THEREFORE, in consideration of and reliance upon the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURCHASE AND SALE.

A. Through an escrow ("Escrow") to be opened with the escrow division ("Escrow Holder") of United Title of Nevada, ("Title Company") Tina Lucero, Escrow Officer ("Title Company") and at closing ("Closing") as hereinafter provided, and conditioned upon full performance by Buyer and Seller of their obligations under this Agreement, Seller agrees to sell and Buyer agrees to buy the Property pursuant to the terms and provisions of this Agreement

B. Notwithstanding anything in this Agreement to the contrary, this Agreement and Seller's obligation to sell the property to Buyer shall be contingent upon the written approval of the City Council at a regularly or specially scheduled public meeting of said Council or otherwise as required or permitted pursuant to applicable laws or procedures of the City of Las Vegas ("City Approval")

2. PURCHASE PRICE. The purchase price for the Property shall be Eight Hundred Thousand (\$800,000.00) dollars ("Purchase Price"), "AS IS," The Purchase Price shall be as follows:

A. Earnest Money. Within three (3) business days following the mutual execution of this Agreement by Buyer and Priority One, Buyer shall deliver to Escrow Holder for deposit in the Escrow the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as an earnest money deposit to be applied towards the Purchase Price ("Earnest Money Deposit") which shall be evidenced by Buyer's check. Escrow Holder shall place the Earnest Money Deposit in the Escrow in an interest bearing account, with any interest accrued credited to Buyer. In the event the Earnest Money Deposit is not forthcoming as provided above, Priority One or Seller may notify Buyer in writing that this condition precedent has not been fulfilled and that this Agreement is thereby canceled and void. The Earnest Money Deposit and all accrued interest thereon shall be refunded to Buyer, released to Seller, or applied towards the Purchase Price as provided in this Agreement below:

B. BALANCE OF PURCHASE PRICE. Buyer shall pay to Seller at the Close of Escrow the sum of the Purchase Price in cash or immediately available funds (with a credit for the Earnest Money Deposit, which shall be delivered to Seller). Escrow Holder shall deliver the Purchase Price to Seller, less Seller's, costs and expenses as provided in this Agreement.

3. ESCROW. The Escrow shall be deemed to be open upon Buyer's delivery of the Earnest Money Deposit to the Escrow Holder together with a fully executed copy of this Agreement and the written acceptance thereof by Escrow Holder. There shall be no escrow or implied escrow until this condition precedent is met. The terms and provision of this Agreement applicable to Escrow Holder and/or the Escrow shall serve as provisions of this Agreement applicable to Escrow Holder. The parties shall execute additional or supplemental escrow instructions to be prepared by Escrow Holder in order to consummate the purchase and sale of the Property in accordance with the terms and provisions of the Agreement, and agree to deposit into Escrow such funds and other instruments as may be required from time to time. Escrow Holder shall prorate current taxes, insurance, rents and any other charges of a like kind or nature relating to the

Property as of the Close of Escrow. In the event of any omission or conflict between said additional or supplemental escrow instructions and this Agreement, this Agreement shall prevail. In no event shall either party be required to execute any additional or supplemental escrow instructions that materially alter the terms and conditions of this Agreement or impose any additional monetary obligation or liability on such party other than arising out of its own negligence or default thereunder.

4. CONDITIONS. In addition to the condition of prior City Approval, which is a condition precedent for the benefit of both Seller and Buyer, this Agreement and Buyer's obligation to purchase the Property is subject to the following conditions precedent for Buyer's benefit:

A. FEASIBILITY PERIOD. For a period of time beginning on the Opening of Escrow and ending on that date which is sixty days (60) days thereafter ("Feasibility Period"), Buyer and its agents and consultants shall have the right to conduct studies, analyses, investigations, and related due diligence (collectively, "Due Diligence") regarding the Property, including, but not limited to: surveys, soils testing, environmental studies, biological studies (including but not limited to tortoise studies), hydrology tests, utility and design criteria, appraisals, zoning and entitlements, and the economic feasibility of Buyer's intended use and development of the Property. Buyer shall have the right to satisfy itself with respect to all such matters during the Feasibility Period in Buyer's sole and absolute discretion, and shall have the right to terminate this Agreement and the Escrow as provided herein if it is dissatisfied with, or disapproves any such matters. Seller shall deliver to Buyer copies of all such work completed on the Property in Seller's possession, if any, within five (5) business days of the Opening of Escrow or within five (5) business days of receipt if received thereafter. Such Due Diligence shall be at no cost or detriment to Seller or the Property. Buyer shall be entitled to enter upon the Property to conduct any such Due Diligence pursuant to Section 6 of this Agreement. Furthermore, Seller agrees to cooperate with Buyer and Buyer's agents and consultants in conducting such Due Diligence and, if required, by signing any documents needed by Buyer to conduct the same. Buyer shall have the right at any time during the Feasibility Period to elect for any reason not to purchase the Property or otherwise proceed under this Agreement. Upon delivery of written notice of such election to Seller and Escrow Holder prior to the expiration of the Feasibility Period, **Buyer will have an option to put in writing to extend the Feasibility Period for no more than thirty (30) days.** (any additional extension(s) will be agreed by both parties in writing), this Agreement and the Escrow shall terminate and Escrow Holder shall return the Earnest Money Deposit to Buyer. In such case, Buyer shall be responsible for any reasonable Escrow cancellation fees. If Buyer fails to timely deliver such notice of its election to terminate this Agreement prior to the

expiration of the Feasibility Period, Buyer shall be deemed to have waived the condition precedent set forth in this Section 4(A).

B. PRELIMINARY TITLE REPORT. As soon as possible following the opening of Escrow, Seller shall cause the Title Company to prepare and deliver to Buyer a Preliminary Title Report covering the Property, together with full and legible copies of all ancillary documents and exceptions referenced therein. Within five (5) business days of the Opening of Escrow, Seller shall engage a licensed surveyor to prepare an ALTA/ASCM Land Title Survey of the Property, at Buyer's sole cost and expense. Said Preliminary Title Report shall be updated by the Title Company with any survey exceptions as soon as possible following completion of said survey. Buyer shall have the right to disapprove in writing of any exceptions to coverage or other matters shown in said Preliminary Title Report (as updated by said survey, if applicable) within thirty (30) days following receipt of said Preliminary Title Report (with such time period extended with respect to any survey exceptions added after the original report is prepared). If Buyer fails to timely deliver written notice of its disapproval of any such exceptions or other matters, Buyer shall be deemed to have approved of the same. If Buyer timely delivers written notice of such disapproval Seller shall have the option of either (i) terminating this Agreement and the Escrow by written notice to Buyer and Escrow Holder, or (ii) attempting to eliminate, remove, endorse over or otherwise satisfy Buyer, in Buyer's sole and absolute discretion, with respect to any disapproved exceptions or other matters on or before the Close of Escrow, such that the same are not shown as exceptions to coverage in the policy of title insurance to be issued in favor of Buyer at the Close of Escrow. Notwithstanding the foregoing, if Seller elects to terminate this Agreement, Buyer shall have the right to rescind its disapproval notice, and purchase the Property subject to such exceptions or other disapproved matters. If Seller is unable to eliminate, remove, endorse over, or otherwise satisfy Buyer with respect to any such disapproved exceptions or other matters on or before the Close of Escrow, the same shall not be a default by Seller under this Agreement, but shall be a condition precedent for Buyer's benefit to Buyer's purchase of the Property. If such condition is not satisfied or waived in writing by Buyer, Buyer shall have the right to terminate this Agreement and the Escrow, and receive a full refund of the Earnest Money Deposit "less any reasonable Escrow cancellation fees". If Buyer elects to waive such condition in writing, Buyer shall purchase the Property subject to any such exception or matter. Any exceptions or other title matters that Buyer approves or is deemed to have approved shall be referred to in this Agreement as the "Permitted Exceptions."

C. RE-ZONING. For a period of time beginning on the Opening of Escrow and ending on that date which is one hundred twenty days (110) days or (approval of City Counsel which ever come first) thereafter (the "Re-Zoning Period"), Buyer and its agents and consultants shall have the right to re-zone the Property to C-1 Limited

Commercial as designated by the City of Las Vegas Municipal Code or other similar classification acceptable to Buyer, and the final approval of such re-zoning by all governmental agencies and entities with jurisdiction over such matters in compliance with applicable laws and following all applicable appeals, shall be a condition precedent to Buyer's obligation to purchase the Property. Buyer shall endeavor to submit an application for such re-zoning to the applicable governmental agency or entity with jurisdiction over such re-zoning within Fifteen (15) days of the Opening of Escrow. Seller shall reasonably cooperate with Buyer with respect to such re-zoning and, as the legal owner of the Property, shall sign any such application or other necessary or desirable documents and shall appear at any hearings as reasonably required provided that the same is at no cost or detriment to Seller or the Property. Buyer shall have the right to extend the Re-Zoning Period and the contingency set forth herein for two (2) consecutive periods of thirty (30) days each, provided that said extensions are necessary to complete the final re-zoning of the Property as provided herein. Buyer shall exercise said right by written notice to Seller and Escrow Holder at least five (5) business days prior to the expiration of the prior contingency period.

5. TERMINATION OF AGREEMENT. If City Approval is not given within forty-five (45) days after the Opening of Escrow, Buyer shall the right to terminate this Agreement by written notice to Escrow Holder at any time thereafter and prior to receiving City Approval. Should Buyer disapprove of any of the Condition(s) as specified in Section 4 of this Agreement, Buyer shall also have the right to terminate this Agreement by written notice Escrow Holder, In the event that any of said Conditions are not disapproved in writing to Escrow Holder, the Earnest Money Deposit shall become non-refundable (except as otherwise provided in this Agreement) and, together with all accrued interest thereon, shall be applied towards the Purchase Price upon the Close of Escrow. If Buyer timely notifies Escrow Holder in writing of either its election to terminate this Agreement on account of the failure to receive City Approval, or its disapproval of any of said Conditions, as outlined in Section 4A, 4B, and /or 4C on or before 5:00 pm PST on the applicable day that each such Condition expires, this Agreement and the Escrow shall terminate and Escrow Holder shall cancel the Escrow and disburse the Earnest Money Deposit to Buyer no later than 5:00 pm PST on the next business day without any further written direction and/or authorization being required by the parties herein.

6. RIGHT OF ENTRY AND INSPECTION. Buyer and its agents and consultants shall have the right to enter upon the Property at any reasonable time prior to Close of Escrow in connection with any of its Feasibility Period activities and thereafter to make or complete any other inspections, environmental audits, tests, surveys and

investigations as Buyer may deem appropriate. All entry and activities by Buyer upon the Property shall be at Buyer's sole cost, risk and expense. Buyer shall not cause any liens or damage to the Property and shall indemnify, defend and hold Seller harmless from all liability and claims, including attorney's fees, arising from or connected with said entry upon the Property by Buyer or its agents or consultants.

7. WARRANTIES OF SELLER. Seller hereby makes the following representations and warranties in order to induce Buyer to execute this Agreement and purchase the Property, and acknowledges that Buyer has relied upon the same in entering into this Agreement, which such representations and warranties shall be true in all respects as of the date this Agreement is executed by Seller and as of the Close of Escrow:

A. ACTIONS, SUITS OR PROCEEDINGS. There are no actions, suits or proceedings which are pending or, to Seller's actual knowledge, threatened before any governmental department, commission, board, bureau, agency or instrumentality that would materially and adversely affect the Property or the right to occupy or utilize it.

B. NO NOTICE OF PENDING CONDEMNATION. There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings affecting the Property, or any part thereof.

C. OTHER AGREEMENTS. Except for this Agreement or as shown in the Preliminary Title Report, Seller has not entered into any other contract, agreement, lease, right of first refusal or option transferring any right, title or interest in or to all or any part of the Property to any third party and no third party has any such right, title or interest in or to the Property.

D. NO VIOLATION OF LAWS. This Agreement does not conflict with or result in the breach of or default under any laws, ordinances, statutes, codes or regulations governing Seller or any agreement, court or administrative order, consent, decree or other instrument to which Seller is a party or by which Seller is bound...

E. MECHANICS' LIENS. There are no unsatisfied mechanics' or materialmen's' lien rights concerning or encumbering the Property and Seller has not engaged any third party to perform any works of improvement on or about the Property that could give rise to any such liens or encumbrances.

F. BANKRUPTCY PROCEEDINGS. The Property is not the subject of any bankruptcy proceedings.

G. TRUE AND CORRECT DOCUMENTS. All copies of documents furnished to Buyer by Seller or its representatives in connection with the transaction contemplated under this Agreement are, to Seller's actual knowledge, true, correct and complete copies of the originals.

H. HAZARDOUS MATERIALS. Seller has not received any written notice from any governmental agency or entity or from any private party indicating or alleging that the Property is in violation of any Environmental Law. As used herein, "Environmental Law" shall mean any Federal, State or local law, ordinance or regulation relating to flammable explosives, radioactive materials, hazardous wastes, toxic substances, underground storage tanks or related materials, including, but not limited to asbestos, petroleum or any petroleum by-products, urea formaldehyde, foam insulation, polychlorinated biphenyls, and those substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended, 42 U.S.C. 9601 et seq.; Nevada Revised Statutes Chapter 459 (Hazardous Materials); or in any regulations adopted in publications promulgated pursuant to such laws and amendments thereto.

To Seller's actual knowledge, there are no Hazardous Substances on, under, or about the Property, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property of any Hazardous Substances, or the transportation to, from, or over the Property, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Environmental Laws.

I. SELLERS APPROVALS. Priority One is the authorized and duly appointed agent of Seller with the authority, right and power to enter into this Agreement on behalf of Seller, subject only to City Approval. Upon the obtaining of City Approval, this Agreement and the real property purchase and sale transaction contemplated herein shall have been duly approved and authorized in accordance with all applicable state and municipal laws affecting Seller, including, without limitation, by the Las Vegas City Counsel and the Las Vegas City Attorney, or any other agency or entity within the City of Las Vegas, NV required to approve and authorize the same, as applicable; the individuals executing this Agreement on behalf of Seller have the full right, power and authority to execute and deliver this Agreement on behalf of Seller; and when so executed and delivered, this Agreement shall be binding obligation of Seller enforceable in accordance with its terms.

8. CONDITIONS PRECEDENT TO CLOSING.

The following shall be conditions precedent to Buyer's obligation to purchase the Property: (i) the Title Company shall be irrevocably committed to issue the Title Policy (as defined below); (ii) each of Seller's representatives and warranties set forth above shall be true and correct as of the Close of Escrow; (iii) Seller shall not be in default under this Agreement; (iv) all of the conditions described in Section 4 above shall have been satisfied or waived by Buyer (or deemed to have been satisfied or waived) within the time periods provided therein (as such time periods may be extended, as provided therein) or in section 5, and Buyer shall not have terminated this Agreement as provided therein; (v) the physical condition of the Property shall not have been materially altered, changed or affected from the same as of the date of this Agreement; and (vi) no laws, ordinance, statute, code, moratorium, ruling, or order shall have been enacted by any governmental agency or entity with jurisdiction over Buyer or the Property or by any court of competent jurisdiction that would, in Buyer's sole and absolute judgment, have a material adverse effect on Buyer's intended use, holding, or development of the Property. If any of the foregoing conditions precedent are not satisfied or waived by Buyer in writing, Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder. In such case, the entire Earnest Money Deposit, less reasonable Escrow cancellation fees, shall be released from the Escrow and refunded to Buyer.

9. CLOSING.

A. The Escrow shall be scheduled to close on or before that date which is ten (10) business days following the satisfaction or written waiver by Buyer of all conditions precedent for Buyer's benefit set forth in Section 8 above. The term "Close of Escrow" as used in this Agreement shall mean the consummation of the purchase and sale transaction contemplated herein, which shall be evidenced by the Seller's conveyance of the Property to Buyer by a grant, bargain and sale deed (the "Deed") duly recorded in the Official Records of Clark County, Nevada. Possession of the Property shall be transferred from Seller to Buyer at Close of Escrow.

B. Seller shall deliver the Deed to Buyer, at Close of Escrow conveying good and marketable title to Buyer or its designee or assignee (with final vesting shall be determined in Escrow) and Seller shall cause the Title Company to deliver an extended ALTA Owner's Title Insurance policy to Buyer (the "Title Policy") dated as of the Close of Escrow, insuring Buyer in the amount of the Purchase Price and showing the Property to be subject to no exceptions other than the Permitted Exceptions and such other exceptions as may be expressly approved by Buyer in writing.

C. Seller shall pay (i) the premium for the Title Policy (exclusive of survey costs); (ii) all documentary transfer taxes, and (iii) the fee for recording the Deed. Buyer and Seller shall divide equally all other Escrow Holder and Title Company fees in connection with the Escrow, and each party shall pay and be responsible for any other closing fees or costs as is customary in Clark County, Nevada.

D. At the Close of Escrow, each of the parties shall deliver to Escrow Holder such sums, instruments and documents as are required by this Agreement or are customary in similar transactions in Clark County, Nevada, and each party shall do all of the things reasonably necessary to close this transaction and carry out the purpose and intent of this Agreement.

E. Prior to the Close of Escrow, Seller shall pay in full any and all assessments, improvement bonds, special improvement district assessments, limited improvement district assessments, and similar assessments or impositions encumbering the Property, other than based non-delinquent real property taxes. Base real property taxes and any other charges of a like kind or nature relating to the Property shall be prorated as of the date of the Close of Escrow. If the amount of any property taxes is not known as of the Close of Escrow, then a proration shall be made by the parties based on a reasonable estimate of such taxes applicable to the Property and the parties shall adjust the proration as soon as possible following the Close of Escrow when the actual amount becomes known, upon the written request of either party.

10. NOTICES. All notices hereunder shall be in writing, and shall be deemed to have been given or made when actually received if sent by certified mail, postage prepaid, and return receipt requested, Federal Express (or other nationally recognized overnight delivery service), personal delivery by delivery service obtaining written confirmation of its deliveries, or facsimile transmission (followed by a hard copy sent by certified mail, personal delivery, or Federal Express), and will be directed as follows:

If to Buyer:

Jerry Hamika
6860 Keren Marie Ave.
Las Vegas, NV 89110
Phone 702-277-5751
Fax 702-437-0471

If to Seller:
Priority One Commercial
Cynthia Inman
Broker/Salesman/CPM
4780 West Harmon, Suite 12
Las Vegas, Nevada 89103

With a copy to:
DAVE ROARK
CITY OF LAS VEGAS
400 STEWART AVE, 4th Floor
LAS VEGAS, NV 89101-2927
Phone 702 229-1021
Fax 702 384-0527

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

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

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in it and supersedes all prior or contemporaneous agreements, representations and understanding of the parties and/or their representatives. No waiver of any of the provisions of the Agreement shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of the Agreement nor any waiver of any provision shall be binding unless executed in writing by all the parties.

13. BINDING AGREEMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

14. CALCULATION OF TIME PERIODS. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next business day. The last day of any period of time described herein shall be deemed to end at 12:00 PM Pacific Standard Time.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts. A set of counterparts containing the signatures of all parties hereto shall have the same effect as a single Agreement containing the signatures of all parties.

16. REMEDIES.
A. Notwithstanding anything in this Agreement to the contrary, in the event that Buyer fails to consummate its purchase of the Property following the satisfaction or written waiver by Buyer of the conditions precedent set forth in Section 8 above, and provided that Seller is then ready, willing and able to consummate its sale of the Property to Buyer pursuant to this agreement, and is not in default under this Agreement, Seller may deliver written notice to Buyer demanding that Buyer satisfy its obligation to purchase the Property pursuant to this Agreement. If Buyer fails to satisfy such obligation within ten (10) business days following delivery of such notice, Buyer shall be deemed to be in default under this Agreement. Seller's sole and exclusive remedy shall be to retain the Earnest Money Deposit as liquidated damages in payment of any and all claims Seller may have against Buyer under this agreement.

B. Notwithstanding anything in this Agreement to the contrary, and provided that Buyer is then ready, willing and able to consummate its purchase of the Property from Seller pursuant to this Agreement following City Approval and is not in default under this Agreement, if the Close of Escrow fails to timely occur thereafter because of Seller's failure to perform under this Agreement or the failure of Seller to fulfill any obligation of Seller under this Agreement, Buyer may deliver written notice to Seller demanding that Seller satisfy its obligations to sell and convey the Property pursuant to this Agreement. If Seller fails to satisfy such obligations within ten (10) business days following delivery of such notice, Seller shall be deemed to be in default under this Agreement. In such case, Buyer

may, at Buyer's option, either terminate this Agreement by written notice to Seller and Escrow Holder, in which case the Earnest Money Deposit and all accrued interest thereon shall be promptly returned to Buyer, or in the alternative, Buyer may enforce this Agreement through judicial action for specific performance.

17. EMINENT DOMAIN. In the event of a taking or commencement of a taking or condemnation action by any governmental agency under any power of eminent domain, or a conveyance in lieu thereof (collectively, a "Taking") that affects any portion of the Property after the Effective Date and prior to the Close of Escrow, Buyer may, at Buyer's option, have the right to terminate this Agreement, in which event the Earnest Money Deposit shall be promptly refunded to Buyer. If Buyer elects not to terminate this Agreement in such case and if such Taking is finalized prior to the Close of Escrow, then the Purchase Price shall be reduced by the amount of any award, compensation or consideration paid or payable to Seller in connection with such Taking. If such Taking is not finalized prior to the Close of Escrow and Buyer elects not to terminate this Agreement, then the Purchase Price shall not be reduced on account of such Taking and the Close of Escrow shall not be extended, but Seller shall assign to Buyer all of its right and interest in and to any award, compensation or consideration payable to Seller in connection with such Taking.

18. MISCELLANEOUS.

A. No verbal agreements made by Broker relative to this transaction shall be construed to be a part of this transaction unless incorporated in writing herein.

B. Buyer and Seller agree that notice will be given to Broker if any changes are made to this Agreement and that Broker will be supplied with copies of all documentation relating to this transaction.

C. Except as otherwise expressly provided herein, Buyer, on one hand, and Seller, on the other hand, shall bear all of its own expenses (including, without limitation, attorney's fees) incurred in connection with the preparation, negotiation, execution, delivery or performance of the Agreement.

D. Time is of the essence in the performance of each and every term, condition, and covenant contained in this Agreement.

E. Buyer shall be allowed to place project signage on the Property at such time as Buyer has deposited the Earnest Money Deposit in the Escrow and Buyer has signed escrow instructions. All entry and activities by Buyer upon the Property related to said signage shall be at Buyer's sole cost, risk and expense.

F. Except as otherwise provided in this Agreement to the contrary, Buyer shall purchase the Property "as-is" and shall satisfy itself with respect to all matters relating to the Property.

G. Seller shall cooperate with Buyer by signing any documents reasonably required by Buyer prior to the Close of Escrow in a timely manner, to obtain requisite state or municipal approval of Buyer's intended use and development of the Property, provided that such use and development is in compliance with any applicable laws.

H. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Nevada.

I. In addition to any rights the parties may have under applicable law, in any action brought to enforce the obligations imposed by this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages from the non-prevailing party its attorney's fees and costs incurred, whether or not the action is reduced to judgment. For the purposes of this Agreement, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party does not prevail on all the issues.

19. JOINT PREPARATION. The provisions of this document have been negotiated by all parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular party, but in accordance with the general tenor of the language used.

20. EXPIRATION. If this Agreement is executed by Buyer and delivered to Seller, the same shall be deemed to be an offer to purchase the Property on the terms and subject to the conditions set forth herein. Said offer may be revoked at any time by Buyer prior to Seller's written acceptance. Unless Seller duly executes and delivers to Buyer or Buyer's agent a fully executed copy of acceptance of this Agreement by 5:00 PM on March 22, 2003, any such offer shall be deemed to be revoked and this Agreement and Buyer's execution hereof shall be terminated and of no further force or effect.

21. AUTHORITY OF PARTIES. Buyer represents and warrants to Seller and Priority One that the signatories to this Agreement have full and complete authority to bind Buyer, that all necessary consents for this transaction have been obtained prior hereto or are reflected herein, and that Buyer enters into this Agreement with the necessary power and authority to bind itself to the terms hereof. Priority One represents and warrants to Buyer that it is the authorized agent of Seller with the right, power and authority to execute and delivery this Agreement on behalf of Seller and with full and

complete authority to bind Seller and that Priority One enters into this Agreement on behalf of Seller with the necessary power and authority to bind Seller to the term hereof, subject only to City Approval, and that this Agreement, upon City Approval, shall be a binding upon Seller.

22. DISCLOSURES OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Buyer warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners as well as all persons and entities holding more than a one percent (1%) or any principal of interest throughout the term hereof, Buyer shall notify Lessor in writing of any material change in the above disclosure within fifteen (15) days of any such change.

23. MODIFICATIONS OR AMENDMENT. Upon approval of this Land Purchase 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 and 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 expenditures not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office and/ or for the County Tax Assessors Office, and recordings and filing with the City Clerks Office. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, this Agreement is submitted as an offer by Buyer on the date set forth opposite Buyer's signature below and is accepted by Priority One, on behalf of Seller, as of date set forth opposite Priority One's signature below, subject to City Approval, as evidenced by the signature of an authorized representative of Seller below.

"Buyer"

Jerry Hamika or assignee

By: 

Its: _____

Executed on 7-21- 2008

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

"Seller" CITY OF LAS VEGAS

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

By: PRIORITY ONE COMMERCIAL,
a Nevada corporation

Its: Authorized Agent

By: Cynthia Herman
Its: President

Executed on 7-21-, 2003

Approved and Accepted by City of Las Vegas

By _____
OSCAR B. GOODMAN, Mayor

Date: _____

BARBARA JO RONEMUS, City Clerk

Date: _____

Accepted by Escrow Holder:

The undersigned hereby agrees to act as Escrow Holder in accordance with the above Land Purchase Agreement dated July 15, 2003 by and between the City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("Seller") and Jerry Hamika and /or its designee or assignee ("Buyer").

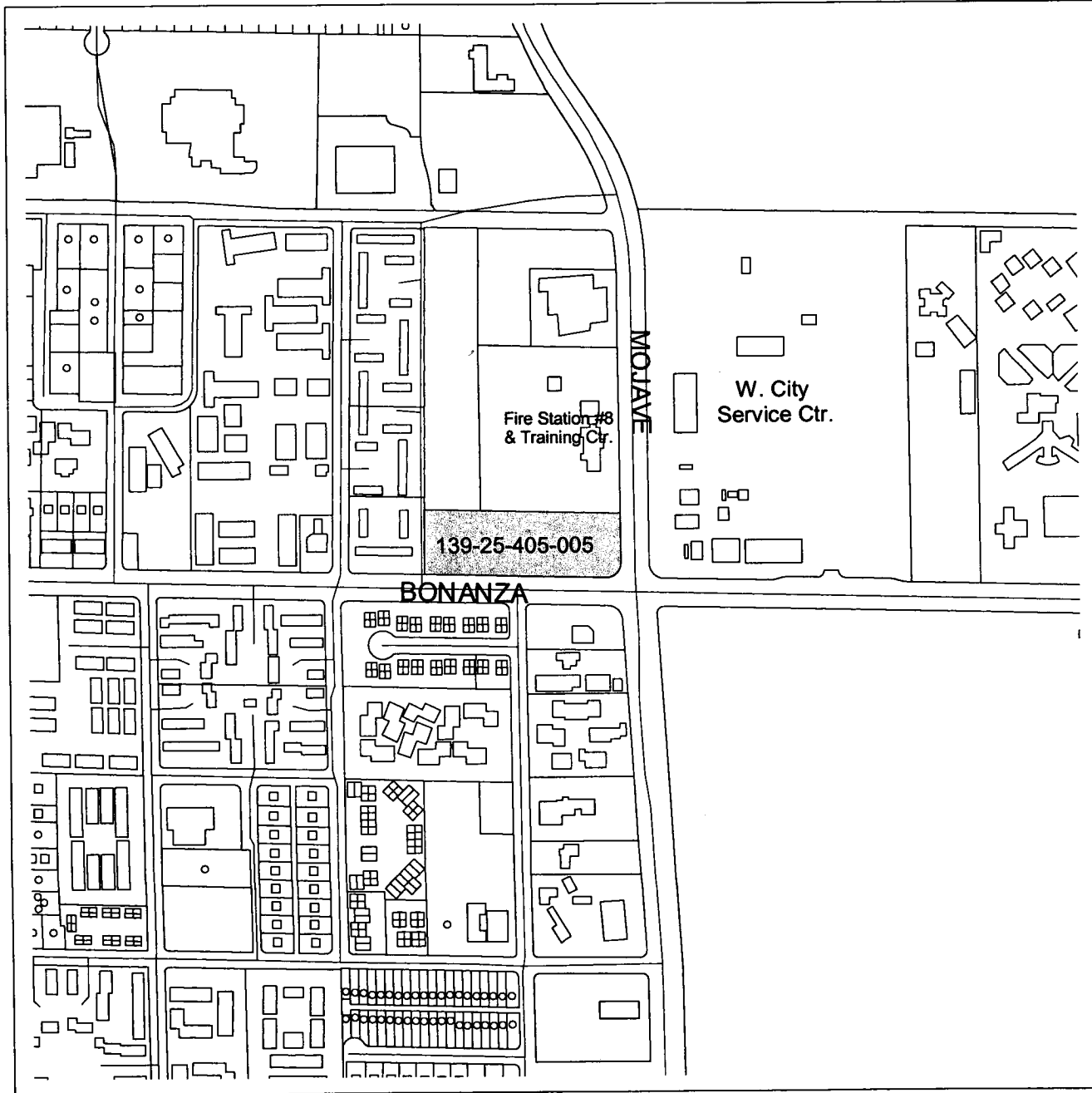
United Title of Nevada
a Nevada Corporation

By: _____

Date: _____

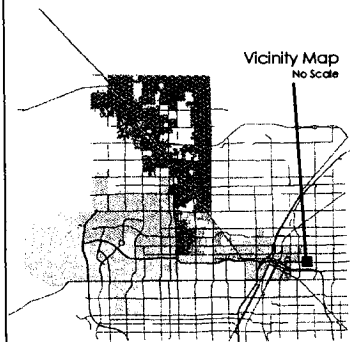
Its: _____

EXHIBIT "A"



Site Map

- 139-25-405-005.shp
- Street Centerline
- Building Footprints
- City of Las Vegas 1.shp
- Parcels



Real Estate & Asset Management



Date of Data: 2003/07/22

EXHIBIT "B"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1 Contracting Entity (Name) Jerry E Hamika <hr/> Name 6660 Keren Marie Ave <hr/> Address Las Vegas NV 89110 <hr/> EIN or Social Security #	Block 2 Description Subject Matter of Contract/Agreement
--	--

Block 3 Type of Business

Individual
 Partnership
 Limited Liability Company
 Corporation

Block 4 Disclosure of Ownership and Principals

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

#	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Jerry E Hamika / owner		277-5751
2.			
3.			
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: _____

[June 2000]

CITY OF LAS VEGAS
 PUBLIC WORKS
 REAL ESTATE
 2003 JUL 25 A 8:03

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.

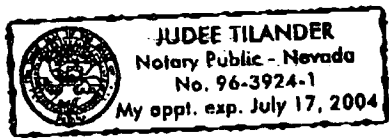
Name of Attached Document _____ Number of Pages _____
Date of Attached Document _____

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

Jerry E Hamitka
Name
7-24-03
Date

Subscribed and sworn to before me this 24th day of

July, 2003.
Judee Tilander
Notary Public



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

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

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to authorize staff to submit a letter to the Bureau of Land Management (BLM) requesting a modified-competitive sale of a portion of APNs 125-17-801-001 and 125-17-401-006 (approximately 4.65 acres), located near US 95 and Oso Blanca - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

On 10/11/02, CLV received an unsolicited request from the adjacent landowner to purchase this portion of land. This parcel is a remnant piece that will be left over after full street improvements for US 95 and Oso Blanca are built. The net usable acreage will be less than 4.65 acres once street improvements are complete. It will best serve the area for development and roadway improvements to add this remnant piece to the adjoining property owner and allow for inclusion in future plans for this sector of the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Letter to BLM
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

CITY COUNCIL MEETING OF AUGUST 18, 2003

Public Works

Item 3 - Discussion and possible action to authorize staff to submit a letter to the Bureau of Land Management (BLM) requesting a modified-competitive sale of a portion of APNs 125-17-801-001 and 125-17-401-006 (approximately 4.65 acres), located near US 95 and Oso Blanca

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated that this matter involves two parcels of land in the Northwest totaling approximately 60 acres. Oso Blanca will cut through as a frontage road, leaving a piece of property of about 4.6 acres for which staff would like to obtain authorization to seek approval from the BLM to purchase the property in order to sell it to the adjacent property owner at the City's purchase price and include it in future plans for this sector of the City. Staff recommends approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:17 – 3:19)

1-263



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

MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

To Whom It May Concern:

The City of Las Vegas would like to request that the Bureau of Land Management (BLM) hold a modified-competitive sale to the City of Las Vegas on the lands described as:

Mount Diablo Meridian
T. 20 S., R. 59 E.,
Section 12,
NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$
(2.5 acres)

*2.5 acre site
was approved
at Council on
11/21/01*

AND

Mount Diablo Meridian
T. 19 S., R. 60 E.,
Section 17,
The north 93.54 feet of the east 374.81 feet
of government lot 18, and
the north 124.86 feet of government lot 19.
(4.65 acres)

We understand that your appraisers are under a heavy workload and will be happy to have an appraisal of the property prepared in accordance to BLM standards in order to expedite the process.

This land will be sold to a developer who owns the adjoining parcels for FMV. With the existing and planned roadway, these parcels of land would end up as remnant pieces that would be most appropriately utilized if sold to the adjacent property owner.

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

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

Section 2 of the "Southern Nevada Public Land Management Act of 1998" (Act), states that Las Vegas is one of the fastest growing urban areas in the United States. The City is very aware of that growth and has and continues to try to acquire land that is needed for public purpose. We recognize that the BLM is in the process of disposing of certain Federal lands in order to comply with the Act.

We have enclosed site maps of the area for your convenience.

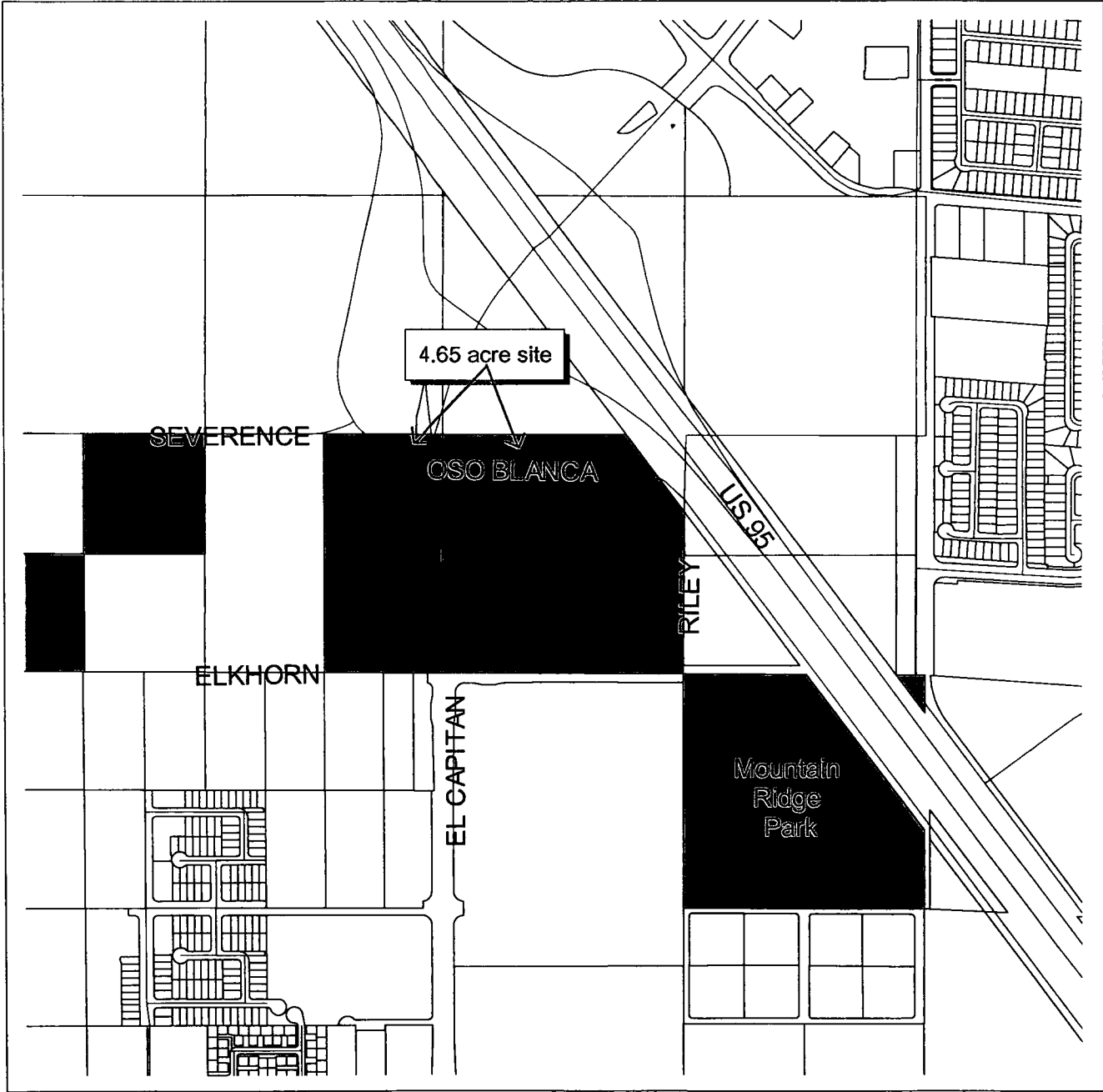
Thank you for your consideration regarding this matter. Please feel free to contact my office at (702) 229-1021 if you have any questions.

Sincerely,

David Roark
Real Estate and Asset Management

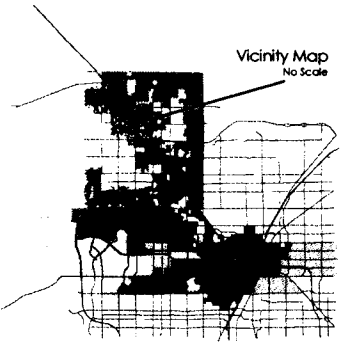
DR:ry

Enclosure



Site Map

-  Street Centerline
-  USA
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/08/05

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action for acceptance of a Quitclaim Deed in favor of the City of Las Vegas from the State of Nevada Department of Transportation for real property consisting of approximately 2.13 acres known as the Charleston Heights Neighborhood Preservation Park II, APN 138-35-111-009 (\$506,512.10 - Land/Parks) - Ward 1 (Moncrief)

Fiscal Impact

No Impact

Amount: \$506,512.10

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Land/Parks

PURPOSE/BACKGROUND:

The State acquired 7.34 acres of land from the City to widen portions of US-95. Of this 7.34 acres, the State agreed to sell back to the City 2.13 acres, to develop into a public park, within six months of the receipt of a Certificate of Occupancy for the reconstructed O.K. Adcock Elementary School and the relocation of the students. A Certificate of Occupancy was received 2/26/2003. The State has deposited a Quitclaim Deed with Nevada Title Company and at the time that the City deposits the sales price amount, escrow will close.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site Map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 4 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that in the sales agreement for this property with the Nevada Department of Transportation for the expansion of I-95 and the reconstruction of Adcock School, the City guaranteed to purchase any leftover land for the same price at which it was sold. Since the two construction projects have been completed, staff is now ready to go forward with the purchase of the property and build a park on that site. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 4 – Discussion and possible action for acceptance of a Quitclaim Deed in favor of the City of Las Vegas from the State of Nevada Department of Transportation for real property consisting of approximately 2.13 acres known as the Charleston Heights Neighborhood Preservation Park II, APN 138-35-111-009 (\$506,512.10 - Land/Parks)

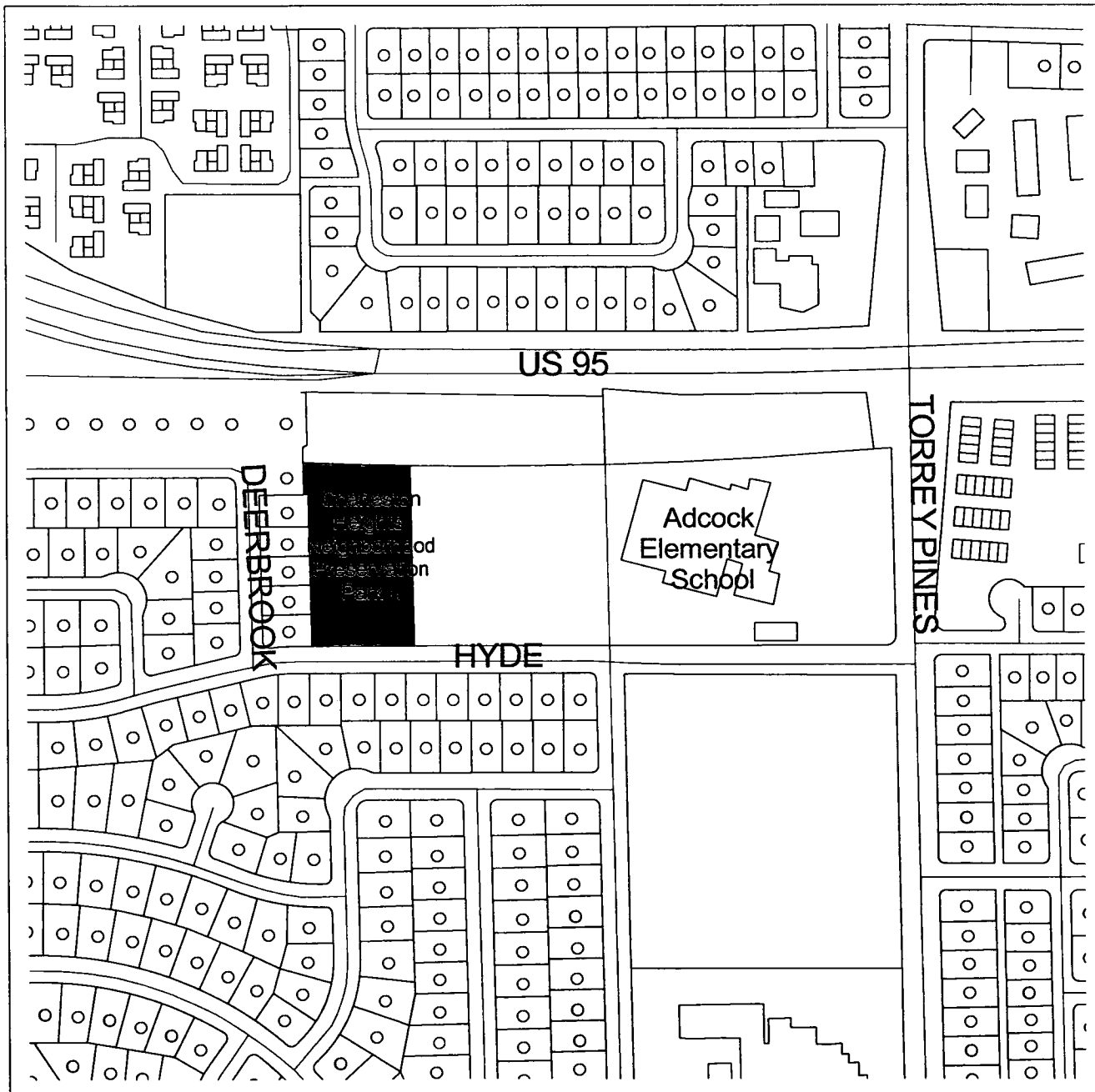
MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

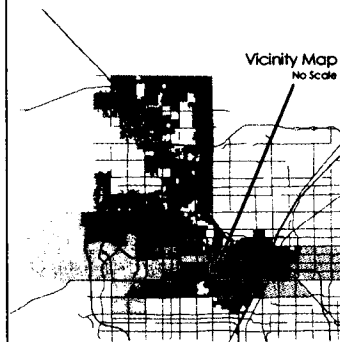
(3:19 – 3:20)

1-307



Site Map

-  138-35-111-009
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



Date of Data: 2003/05/22

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas as Landlord, Steadfast Plaza, L.P. and Steadfast Creekside, L.P. as current Tenant agreeing to approve assignment to AMX I, LLC and AMX II, LLC for property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage (Lady Luck) - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Lady Luck was previously purchased by Steadfast Plaza, L.P. and Steadfast Creekside L.P. These two L.P.'s have created parent company's whose name will now appear as the 100% owner of each of these organizations. The Landlord Estoppel Certificate and Agreement will bind AMX I, LLC and AMX II, LLC to all terms previously held by Steadfast Plaza, L.P. and Steadfast Creekside, L.P. for the parking garage lease.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Landlord Estoppel Certificate and Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that this matter involves a lease agreement that was entered into in 1980 with the Lady Luck for a parking garage, which has changed hands many times. In this case, the existing owner is creating two parent companies, AMX I and AMX II. He recommended approval of this matter to make it official.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 5 – Discussion and possible action regarding a Landlord Estoppel Certificate and Agreement between the City of Las Vegas as Landlord, Steadfast Plaza, L.P. and Steadfast Creekside, L.P. as current Tenant agreeing to approve assignment to AMX I, LLC and AMX II, LLC for property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage (Lady Luck)

MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:20 – 3:22)

1-353

ESTOPPEL CERTIFICATE AND AGREEMENT

City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") has been informed by Steadfast Creekside, L.P., as to an undivided seventy-five percent (75%) interest, and Steadfast Plaza, as to an undivided twenty-five (25%) interest, both California limited partnerships, as tenants in common (collectively, the "Assignor") that it is assigning its interest in the Premises (defined hereafter) to Steadfast AMX I, LLC, as to an undivided seventy-five (75%) interest, and Steadfast AMX II, LLC, as to an undivided twenty-five (25%) interest, both Nevada limited liability companies, as tenants in common (collectively, the "Assignee") in connection with a reorganization of the entities owning Lady Luck Casino Hotel. Assignor has requested that Landlord provide this Estoppel Certificate and Agreement (this "Agreement") to Assignor and Assignee.

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

1. Landlord is the landlord under that certain lease agreement defined on Exhibit "A" attached hereto and incorporated herein by this reference (the "Lease") pursuant to which Assignor had leased certain real property and the improvements thereon located in the City of Las Vegas, County of Clark, State of Nevada (such real property and improvements, collectively, the "Premises").
2. Landlord consents to and acknowledges the assignment of the Lease to Assignee, and agrees to accept, from and after the date that the Lease was assigned to Assignee pursuant to the Assignment and Assumption of Lease substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference, the performance of Assignee as tenant under the Lease, in the place and stead of Assignor. Landlord agrees, acknowledges and represents that (a) Assignor and Assignee have complied with and satisfied all of the conditions under the Lease which they, or any of them, are required to comply with and satisfy in connection with an assignment of the Lease; (b) Landlord has approved of all items which are subject to Landlord's approval under the Lease and are a condition to an assignment of the Lease; and (c) as of the date of the assignment to Assignee, Assignor shall no longer be liable to Landlord under the Lease.
3. The Lease has not been assigned, modified, changed, altered, supplemented or amended in any respect, nor have any provisions thereof been waived, except as evidenced by the amendments and assignments, if any, attached hereto. A true and complete copy of the Lease (including each of its amendments and assignments) is attached to this Agreement.
4. The Lease is valid and in full force and effect on the date hereof. The rent and other sums due and payable under the Lease have been paid through the date of this Agreement. To Assignor's best knowledge, no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would

constitute, a default by Landlord under the Lease and Assignor has no known basis for asserting defenses or offsets against the enforcement of the Lease by the Landlord.

5. No voluntary actions or, to Assignor's knowledge, involuntary actions are pending against Assignor under the bankruptcy laws of the United States or any state thereof.
6. In accordance with Resolution 79-99 and 105-99 adopted by the City Council effective October 1, 1999, a Certificate Disclosure of Ownership/Principals for Assignor and Assignee is attached hereto as Exhibit "C" and incorporated herein by this reference.

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Agreement as of the 5 day of August, 2003.

LANDLORD:


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

By: _____
Name: Oscar Goodman
Title: Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED as to form:



Name: THOMAS R. GREEN
Title: Deputy City Attorney
Date: 8/7/03

[continued on next page]

COMPANY:

STEADFAST PLAZA, L.P., a California limited partnership

By: Steadfast TPA, LLC, a Delaware limited liability company,
Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

STEADFAST CREEKSIDE, L.P., a California limited partnership

By: Steadfast CSA, LLC, a Delaware limited liability company,
Its General Partner

By: CSA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

ASSIGNEE:

STEADFAST AMX I, LLC, a Nevada limited liability company

By: Steadfast Creekside, L.P., a California limited partnership
Its Sole Member

By: Steadfast CSA, LLC, a Delaware limited liability company,
Its General Partner

By: CSA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

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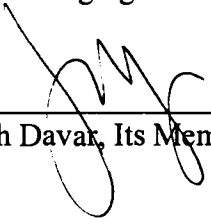
STEADFAST AMX II, LLC, a Nevada limited liability company

By: Steadfast Plaza, L.P., a California limited partnership
Its Sole Member

By: Steadfast TPA, LLC, a Delaware limited liability company,
Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holding, LLC, a Delaware limited liability
Company, Its Managing General Partner

By: 

Dinesh Davar, Its Member

EXHIBIT "A"

That certain Indenture of Lease by the City of Las Vegas and Andrew H. Tompkins, dated as of June 6, 1984, recorded in the Official Records of Clark County, Nevada in Book 1932 as Document No. 1891871, as modified by that certain Assignment and Assumption of Lease dated as of September 12, 2000, by and between Andrew H. Tompkins and Lady Luck Gaming Corporation, as the successor in interest to Mr. Tompkins, which is recorded in the Official Records of Clark County, Nevada on September 12, 2000 in Book 20000912 as Document No. 01138, that certain Assignment and Assumption of Lease, dated as of September 12, 2000, by and between Lady Luck Gaming Corporation and Gemini, Inc., a Nevada corporation, as the successor in interest to Lady Luck Gaming Corporation, which is recorded in the Official Records of Clark County, Nevada on September 12, 2000 in Book 20000912 as Document No. 01139, that certain Assignment and Assumption of Lease, dated as of October __, 2002, by and between Gemini, Inc., a Nevada corporation, and Steadfast Plaza, LP, a California limited partnership, as to an undivided twenty five percent (25%) interest, and Steadfast Creekside, LP, a California limited partnership, as to an undivided seventy five percent (75%) interest, as tenants in common, as the successor in interest to Gemini, Inc., which is recorded in the Official Records of Clark County, Nevada on October 30, 2002 in Book 20021030 as Document No. 03209, and that certain Assignment and Assumption of Lease, dated as of July 8, 2003, by and between Steadfast Plaza, LP, a California limited partnership, as to an undivided twenty-five percent (25%) interest, and Steadfast Creekside, LP, a California limited partnership, as to an undivided seventy-five percent (75%) interest, and Steadfast AMX I, LLC, a Nevada limited liability company ("AMX I"), as to an undivided seventy-five percent (75%) interest and Steadfast AMX II, LLC, a Nevada limited liability company ("AMX II"), as to an undivided twenty-five percent (25%) interest, as tenants in common, as the successor in interest to Steadfast Plaza, LP and Steadfast Creekside, LP, which is recorded in the Official Records of Clark County, Nevada on August 4, 2003, in Book 20030804 as Document No. 02333.

EXHIBIT "B"

(Assignment and Assumption of Lease)

APN: 139-34-510-020

When Recorded Return to, and
Mail Tax Statements to:

Steadfast AMX I, LLC
Steadfast AMX II, LLC
20411 S.W. Birch Street
Newport Beach, CA 92660-1797
Attention: Dinesh Davar

ASSIGNMENT AND ASSUMPTION OF LEASE
(Parking Garage Parcel)

This Assignment and Assumption of Lease ("Assignment and Assumption") is made this ~~01~~ day of July, 2003 by and between Steadfast Creekside, L.P., a California limited partnership ("Creekside"), as to an undivided seventy-five percent (75%) interest, and Steadfast Plaza, L.P., a California limited partnership ("Plaza"), as to an undivided twenty-five percent (25%) interest, as tenants in common (collectively "Assignor"), whose address is 20411 S.W. Birch Street, Newport Beach, California 92669-1797, Attention: Dinesh Davar, and Steadfast AMX I, LLC, a Nevada limited liability company ("AMX I"), as to an undivided seventy-five percent (75%) interest and Steadfast AMX II, LLC, a Nevada limited liability company ("AMX II"), as to an undivided twenty-five percent (25%) interest, as tenants in common (collectively, "Assignee"), whose address is 20411 S.W. Birch Street, Newport Beach, California 92669-1797, Attention: Dinesh Davar, with reference to the following:

Recitals

A. Assignor is the holder of the lessee's interest under that certain Indenture of Lease by the City of Las Vegas and Andrew H. Tompkins, dated as of June 6, 1984, recorded in the Official Records of Clark County, Nevada in Book 1932 as Document No. 1891871, as modified by that certain Assignment and Assumption of Lease dated as of September 12, 2000, by and between Andrew H. Tompkins and Lady Luck Gaming Corporation, as the successor in interest to Mr. Tompkins, which is recorded in the Official Records of Clark County, Nevada on September 12, 2000 in Book 20000912 as Document No. 01138, that certain Assignment and Assumption of Lease, dated as of September 12, 2000, by and between Lady Luck Gaming Corporation and Gemini, Inc., a Nevada corporation, as the successor in interest to Lady Luck Gaming Corporation, which is recorded in the Official Records of Clark County, Nevada on September 12, 2000 in Book 20000912 as Document No. 01139, and that certain Assignment and Assumption of Lease, dated as of October __, 2002, by and between Gemini, Inc., a Nevada corporation, and Steadfast Plaza, LP, a California limited partnership, as to an undivided twenty five percent (25%) interest, and Steadfast Creekside, LP, a California

limited partnership, as to an undivided seventy five percent (75%) interest, as tenants in common, as the successor in interest to Gemini, Inc., which is recorded in the Official Records of Clark County, Nevada on October 30, 2002 in Book 20021030 as Document No. 03209 (collectively and as amended, the "Lease"), whereby Landlord leased to Assignor certain premises consisting of that certain real property which is assigned Clark County Assessor Parcel Number 139-34-510-020, and more specifically described herein as Exhibit "1" attached hereto and incorporated herein by this reference; and

B. Assignor now wishes to assign all of its right, title and interest in the Lease to Assignee and Assignee wishes to accept the assignment from Assignor and assume all of Assignor's obligations as tenant under the Lease.

The parties agree as follows:

1. Assignment and Assumption: Assignor assigns and transfers to Assignee all of its right, title and interest in the Lease and Assignee accepts the assignment and assumes and agrees to perform, as a direct obligation to the Landlord, all of the obligations, covenants, agreements, and conditions to be performed by Assignor as tenant under the Lease, arising on or after the date hereof.
2. Hold Harmless: Assignee will indemnify, defend and hold Assignor harmless for, from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and charges) resulting from or arising from any obligations of Assignor under the Lease with respect to any matters, events or conditions occurring on or after the date hereof. Assignor will indemnify, defend and hold Assignee harmless for, from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and charges) resulting from or arising from any obligations of Assignee under the Lease with respect to any matters, events or conditions occurring prior to the date hereof.
3. Attorney's Fees: If there is any legal or arbitration action or proceeding between the parties to enforce any provision of this Assignment and Assumption or to protect or establish any right or remedy of any of the parties, the unsuccessful party to such action or proceeding will pay to the prevailing party, as determined by a court of competent jurisdiction or an arbitrator, all costs and expenses, including, without limitation, reasonable attorneys' fees (including, without limitation, allocated costs of in-house attorneys) incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith.
4. Representations and Warranties. Assignor and Assignee each represent and warrant that each has full power and authority to enter into this Assignment and Assumption.

5. Miscellaneous:

a. Notices. Any notices or other communications required or permitted under this Assignment and Assumption shall be in writing and either served personally or sent by prepaid, certified mail, return receipt requested and addressed to the other party at the address set forth in the introductory paragraph of this Assignment and Assumption. Either party may change its address by notifying the other party of the change of address.

b. Successors. This Assignment and Assumption shall be binding on and inure to the benefit of the parties and their permitted successors and assigns.

c. Governing Law. This Assignment and Assumption will be governed by the laws of the State of Nevada.

d. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Assignment and Assumption may be detached from any other counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical thereto, but having attached to it one or more additional signature pages.

e. Recording. This Assignment and Assumption shall be recorded in the Official Records of Clark County, Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date and year first above written.

ASSIGNOR:

STEADFAST PLAZA, L.P., a California limited partnership

By: Steadfast TPA, LLC, a Delaware limited liability company,
Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

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STEADFAST CREEKSIDE, L.P., a California limited partnership

By: Steadfast CSA, LLC, a Delaware limited liability company,
Its General Partner

By: CSA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

ASSIGNEE:

STEADFAST AMX I, LLC, a Nevada limited liability company

By: Steadfast Creekside, L.P., a California limited partnership
Its Member

By: Steadfast CSA, LLC, a Delaware limited liability company,
Its General Partner

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company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

STEADFAST AMX II, LLC, a Nevada limited liability company

By: Steadfast Plaza, L.P., a California limited partnership
Its Member

By: Steadfast TPA, LLC, a Delaware limited liability company,
Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holding, LLC, a Delaware limited liability
Company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

EXHIBIT "1"
TO
ASSIGNMENT AND ASSUMPTION OF LEASE

LEGAL DESCRIPTION

THAT PORTION OF BLOCK 31 OF CLARK'S LAS VEGAS TOWNSITE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

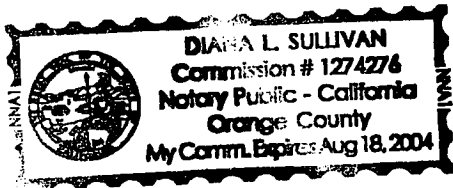
BEGINNING AT THE NORTHEASTERLY CORNER OF BLOCK 31 OF SAID CLARK'S LAS VEGAS TOWNSITE; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 31, SOUTH 62°15' EAST A DISTANCE OF 300 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK 31; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 31, SOUTH 27°45' WEST A DISTANCE OF 150 FEET TO THE SOUTHEASTERLY CORNER OF LOT 27 OF SAID BLOCK 31; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 27, THE NORTHWESTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF LOT 6 OF SAID BLOCK 31, NORTH 62°15' WEST A DISTANCE OF 300 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 31, NORTH 27°45' EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF ORANGE } SS:

On this 8th day of July, 2003, before me, Diana L. Sullivan, Notary Public, personally appeared Dinesh Davar, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Diana L. Sullivan
Diana L. Sullivan, Notary Public

OPTIONAL INFORMATION:

Title or Type of Document: ASSIGNMENT & ASSUMPTION OF LEASE
PARKING GARAGE PARCEL
Number of Pages: 5
Date of Document: JULY 2003

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT "C"

(Certificate Disclosure of Ownership/Principals)

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

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

Block 1: Contracting Entity (Name) Steadfast Plaza, L.P., a California limited partnership <hr/> Name Dinesh Davar <hr/> Address 20411 S.W. Birch Street, Newport Beach, CA 92660 <hr/> EIN or Social Security # - - 33 - 0946489	Block 2: Description Subject Matter of Contract/Agreement: Assignment of Lease and Estoppel Certificate
---	--

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

Block 4: Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Steadfast TPA, LLC	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
2.	TPA Investors	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
3.	GO Plaza Holdings, LLC	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
4.	TPA Partners	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
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: See attached organizational chart

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.

See attached signature page

Name

Date

Subscribed and sworn to before me this _____
day of

_____, 2003.

Notary Public

(Signature page to Certificate Disclosure of Ownership/Principals)

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

STEADFAST PLAZA, L.P., a California limited partnership

By: Steadfast TPA, LLC, a Delaware limited liability company,
Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability
company, Its Managing General Partner

By: _____

Dinesh Davar, Its Member

STATE OF CALIFORNIA)

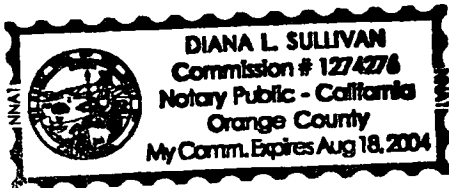
)ss:

COUNTY OF ORANGE)

On August 5, 2003, before me, a notary public in and for said state and county, personally appeared Dinesh Davar, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the within instrument.

Diana L. Sullivan

Notary Public



**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

Block 1 Contracting Entity (Name) Steadfast AMX II, LLC, a Nevada limited liability company <hr/> Name Dinesh Davar <hr/> Address 20411 S.W. Birch Street, Newport Beach, CA 92660 <hr/> EIN or Social Security # <u>n/a - - - -</u>	Block 2 Description Subject Matter of Contract/Agreement: Assignment of Lease and Estoppel Certificate
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Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation	

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Steadfast Plaza, LP	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
2.			
3.			
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: See attached organizational chart

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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.

See attached signature page

Name

Date

Subscribed and sworn to before me this _____
day of

_____, 2003.

Notary Public

(Signature page to Certificate Disclosure of Ownership/Principals)

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STEADFAST AMX II, LLC, a Nevada limited liability company

By: Steadfast Plaza, L.P., a California limited partnership

Its Sole Member

By: Steadfast TPA, LLC, a Delaware limited liability company,

Its General Partner

By: TPA Partners, a California general partnership, Its Manager

By: Beacon Bay Holding, LLC, a Delaware limited liability Company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

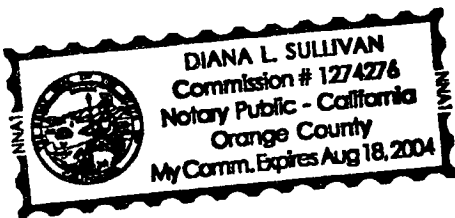
STATE OF CALIFORNIA)

)ss:

COUNTY OF ORANGE)

On August 5, 2003, before me, a notary public in and for said state and county, personally appeared Dinesh Davar, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the within instrument.

Diana L. Sullivan
Notary Public



**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

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

Block 1 Contracting Entity (Name) Steadfast Creekside, L.P., a California limited partnership <hr/> Name Dinesh Davar <hr/> Address 20411 S.W. Birch Street, Newport Beach, CA 92660 <hr/> EIN or Social Security # - -33 - 0835082	Block 2 Description Subject Matter of Contract/Agreement: Assignment of Lease and Estoppel Certificate
---	---

Block 3 Type of Business <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation
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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	CSA Partners	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
2.	Steadfast CSA, LLC	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
3.	Rodney Emery	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
4.	CSA Investors	20411 S.W. Birch Street, Newport Beach, CA	(949) 852-0700
5.			
6.			
7.			
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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.

See attached signature page

Name

Date

Subscribed and sworn to before me this _____
day of

_____, 2003.

Notary Public

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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See attached signature page

Name

Date

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day of

_____, 2003.

Notary Public

(Signature page to Certificate Disclosure of Ownership/Principals)

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By: Steadfast Creekside, L.P., a California limited partnership

Its Sole Member

By: Steadfast CSA, LLC, a Delaware limited liability company,

Its General Partner

By: CSA Partners, a California general partnership, Its Manager

By: Beacon Bay Holdings, LLC, a Delaware limited liability company, Its Managing General Partner

By: _____
Dinesh Davar, Its Member

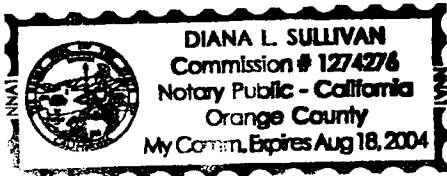
STATE OF CALIFORNIA)

)ss:

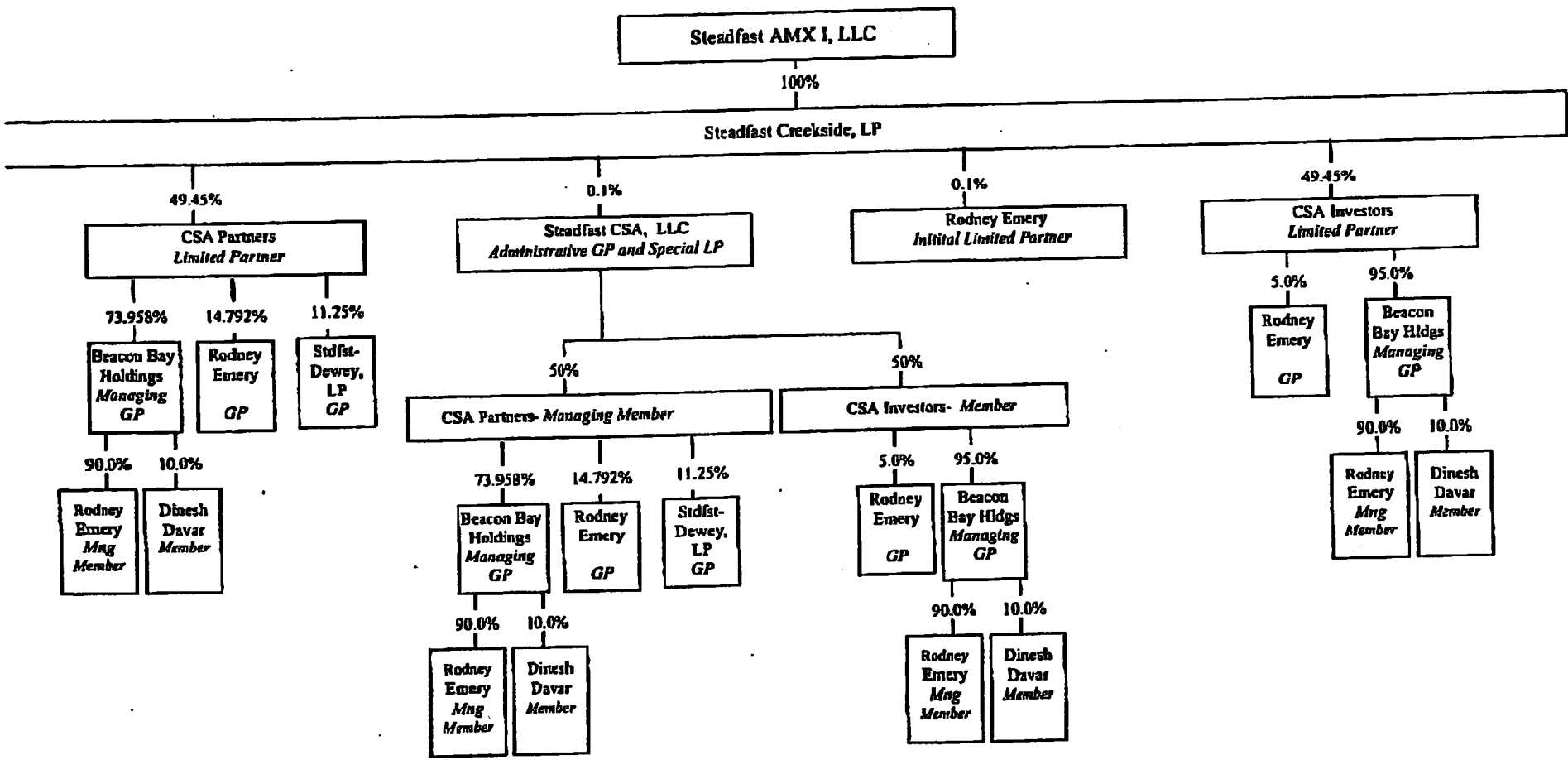
COUNTY OF ORANGE)

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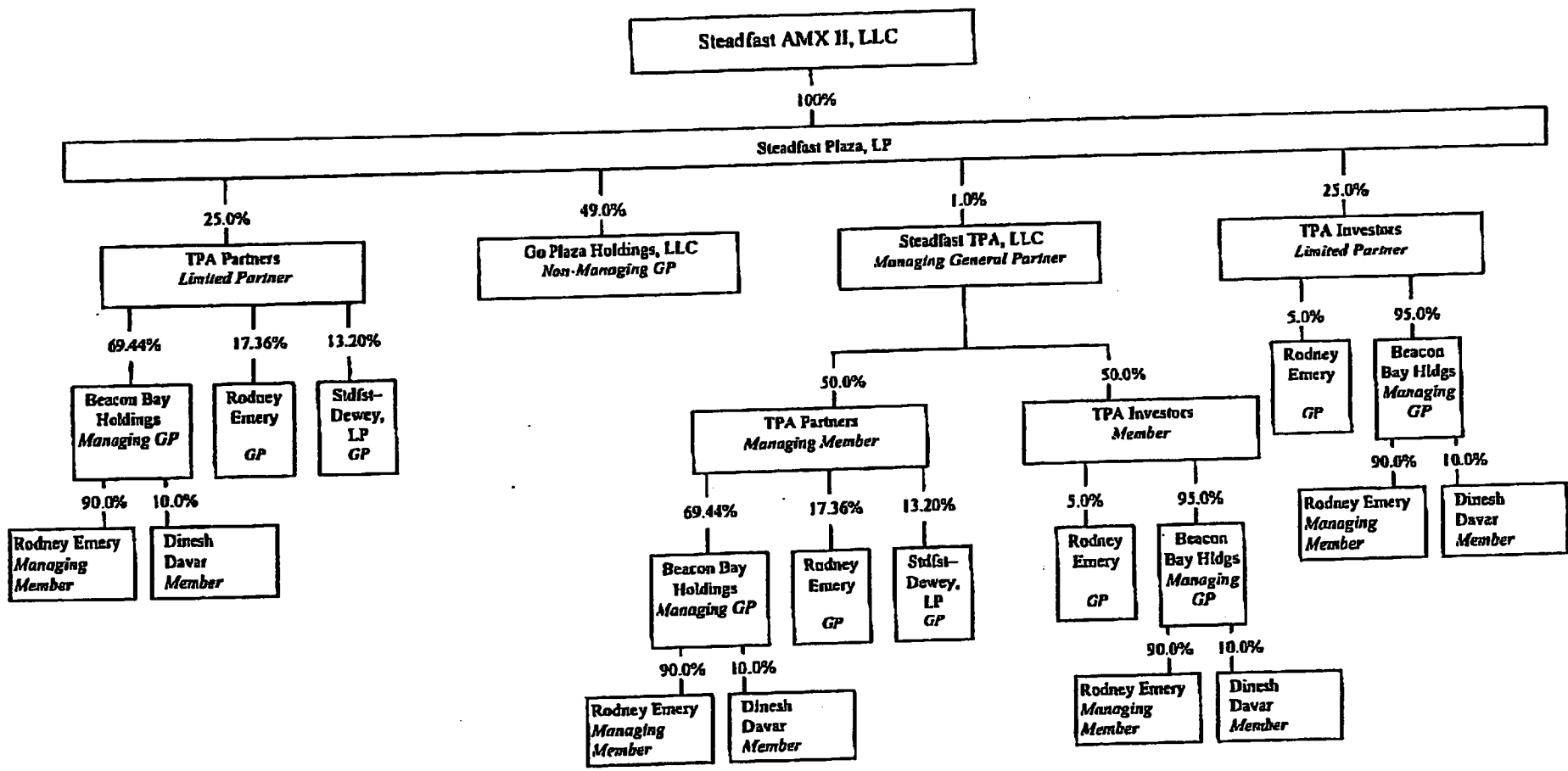
Diana L. Sullivan
Notary Public



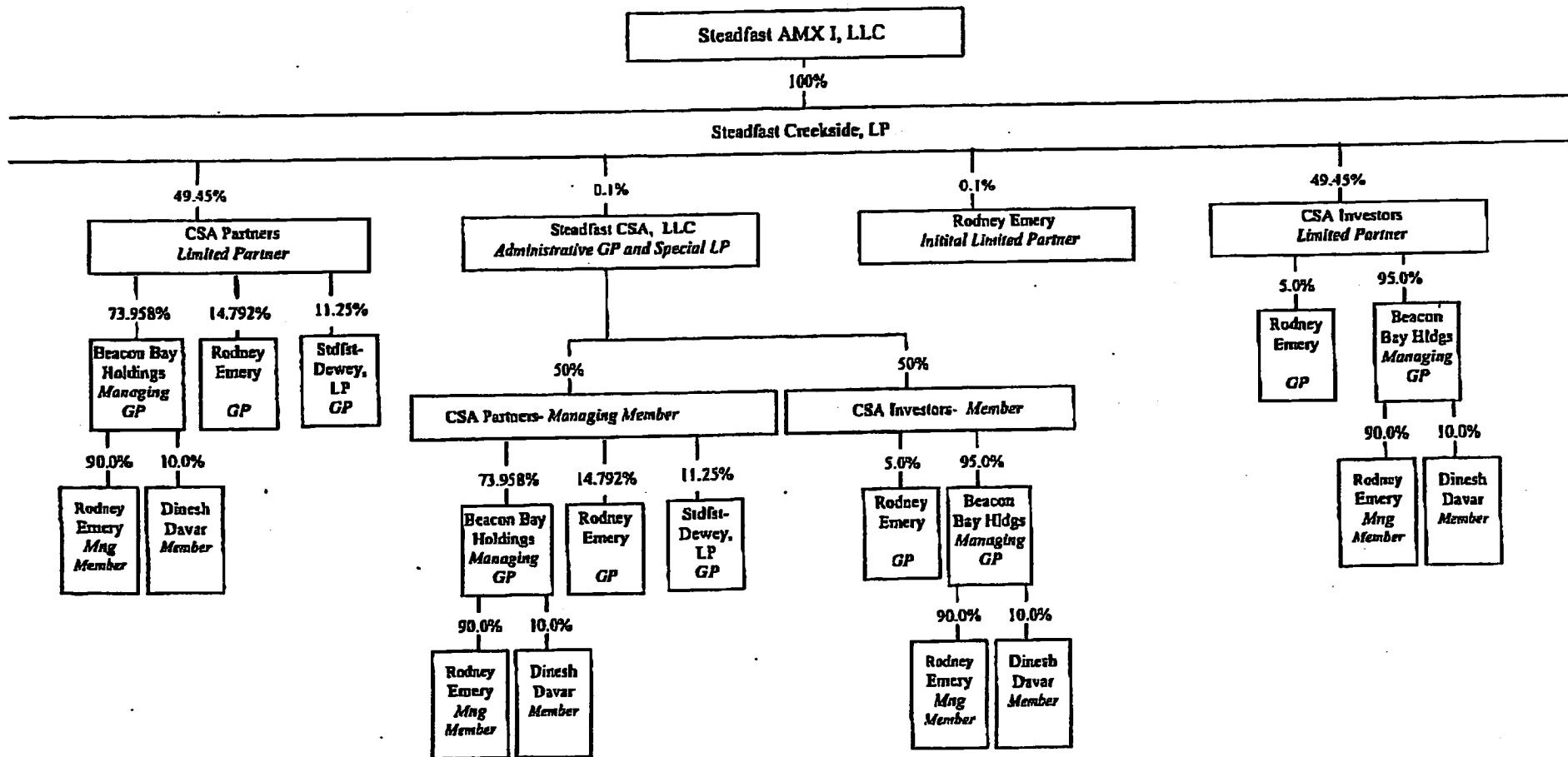
Lady Luck Organizational Chart



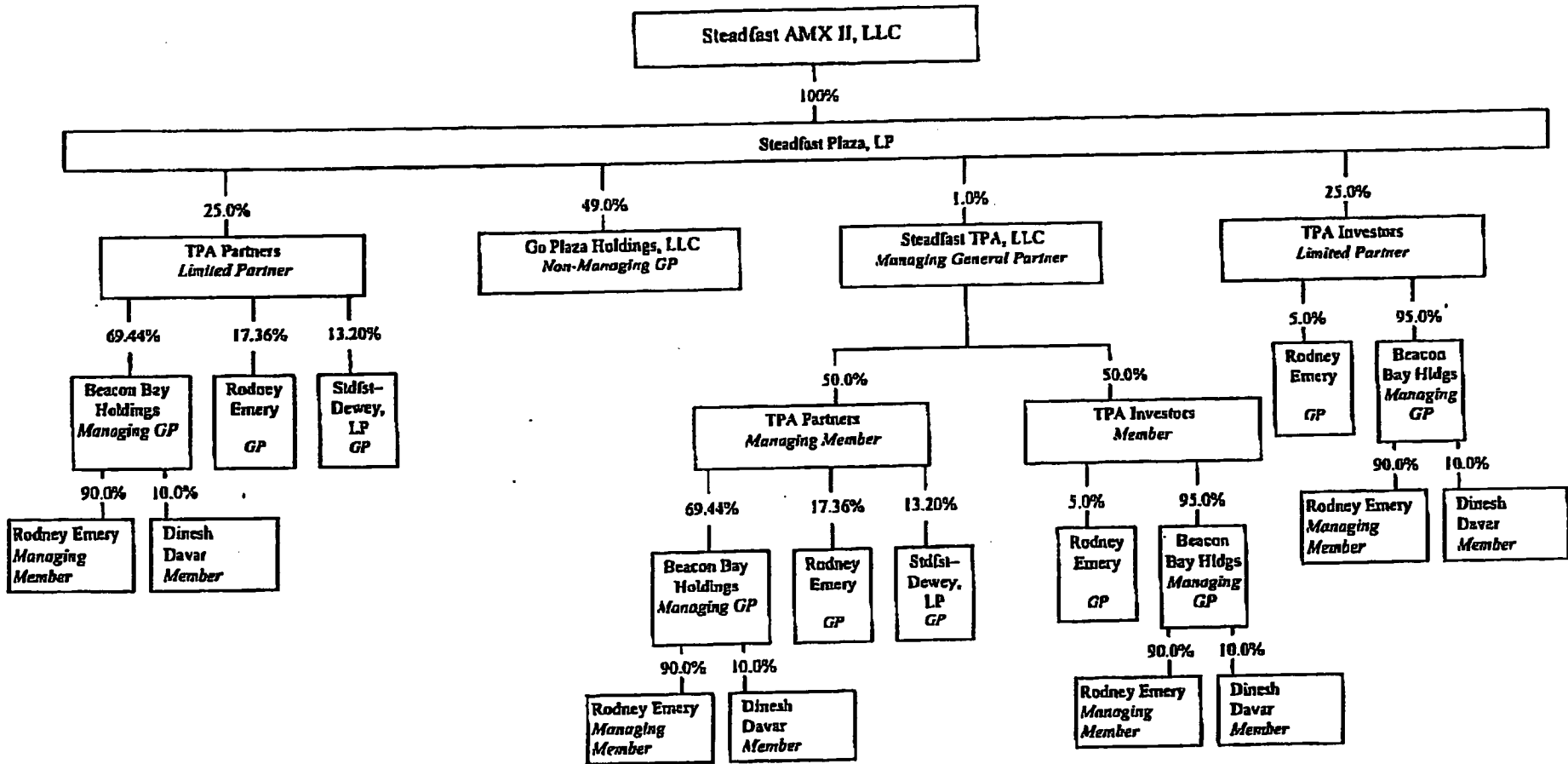
Lady Luck Organizational Chart



Lady Luck Organizational Chart



Lady Luck Organizational Chart



ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF ORANGE } SS:

On this 5 day of July, 2003, before me, Diana L. Sullivan, Notary Public, personally appeared Dinesh Davar, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Diana L. Sullivan
Diana L. Sullivan, Notary Public

OPTIONAL INFORMATION:

Title or Type of Document: Estoppel Certificate - Creekside + Plaza's
Assignment to ANNEX I + ANNEX II in
Lady Luck Hotel + Casino

Number of Pages: 7

Date of Document: 8/5/03

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Fire and Rescue 5 Lease Agreement between the City of Las Vegas and Benevolent Protective Order of Elks Las Vegas, Lodge #1468 located at Charleston Boulevard and Hinson Street (\$13 - General Fund Fire & Rescue) - Ward 1 (Moncrief)

Fiscal Impact

No Impact

Amount: \$13

Budget Funds Available

Dept./Division: Fire & Rescue/Suppression

Augmentation Required

Funding Source: General Fund Fire & Rescue

PURPOSE/BACKGROUND:

The City of Las Vegas is replacing Fire Station #5 with a new fire station. As a result, the existing fire station was demolished and fire department personnel were relocated to Fire Station #10 at 1501 Martin L King Boulevard. The Lease Agreement allows Fire & Rescue to return to their normal response district (for up to 13 months) for part of their shift, establish communication equipment in the rented space and provide the neighborhood with emergency services during high demand.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Fire & Rescue Station 5 Lease Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 6 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that Fire Station No. 5 was demolished approximately three months ago in order to construct a new fire station. In the meantime, staff would like to enter into an agreement with the adjacent Elks Lodge for office space to run rescue services. The displaced fire personnel currently operate out of another station, which has increased response time, requiring Clark County to respond to some of the incidents in that area. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 6 – Discussion and possible action regarding a Fire and Rescue 5 Lease Agreement between the City of Las Vegas and Benevolent Protective Order of Elks Las Vegas, Lodge #1468 located at Charleston Boulevard and Hinson Street (\$13 - General Fund Fire & Rescue)

MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:22 – 3:24)

1-392

FIRE & RESCUE STATION 5 LEASE AGREEMENT

This Agreement of Lease is made this _____ day of _____, 2003, by and between BENEVOLENT PROTECTIVE ORDER OF ELKS LAS VEGAS, LODGE #1468, having offices at 4100 W. Charleston, Las Vegas, Nevada, 89102, (Lessor), and CITY OF LAS VEGAS, NEVADA, having offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101, (Lessee).

1. **Pre-lease Improvements.** Lessor shall provide at no cost to Lessee an empty 10'x12' upstairs office, an exterior duplex receptacle on the east side of the building, parking spaces for one fire engine, and parking spaces for up to 6 firefighters, per the attached site plan hereto and incorporated herein as Exhibit A.

2. **Premises/Use.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, a 10'x12' upstairs office and use of common areas at the premises commonly known as the Elks Lodge #1468, 4100 W. Charleston, Las Vegas, Nevada, 89102. The Premises are leased for the express purpose of allowing City of Las Vegas Fire & Rescue to respond to emergency medical responses to the surrounding area, occupation of Fire & Rescue personnel within the Elks lodge, and office administration. Areas off limits to Fire & Rescue personnel include any bar where beverages are served, fitness room, and mens locker room.

3. **Term.** The Term of this Lease (the Term) shall be for a period of eleven (11) months, from August 20, 2003, (the Commencement Date) to July 20, 2004, (the Expiration Date). Lessor grants to Lessee the right to extend this Lease for two (2) additional months. In order to exercise this extension option, Lessee shall deliver to Lessor written notice of Lessee's intent to extend this Lease not less than thirty (30) days prior to the expiration of the then-current lease term.

4. **Rent.** The Rent for the 1st year of the Term and every extension term thereafter, shall be \$1.00 per month, paid in advance, which Lessee shall pay to Lessor at such place as Lessor shall designate to Lessee in writing.

5. **Ingress and Egress.** Lessor hereby grants to Lessee ingress, egress and regress over the property of Lessor as may be required for the purpose of conducting City of Las Vegas Fire & Rescue emergency responses, daily activities, and office administration. The term of this Lessee ingress, egress and regress shall commence upon execution of this Lease and shall continue until the last to occur of (i) expiration of the Lease term, or (ii) removal by Lessee of all of its property from the Premises after expiration of the Lease term. The location and configuration of the ingress, egress and regress shall be agreed upon by the parties within ten (10) business days of the date of execution of this Lease, and shall be included in any recorded Memorandum of this Lease.

6. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable.

7. **Care and Maintenance of Premises.** Subject to the provisions of this Lease, Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein.

Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including any systems or equipment used upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessor shall be responsible for all building system repairs such as architectural, electrical, mechanical, plumbing, landscaping, and structural elements.

8. Lessee Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Except as otherwise agreed by the parties in writing at the time of termination of this Lease, Lessee's improvements, including but not limited to equipment, shall remain the property of Lessee. Nothing in the Section shall be construed to eliminate the necessity of obtaining development-related permits and approvals from the appropriate governmental agencies. The parties agree that Lessee shall not be required to remove any permanent improvements whose installation as such was approved by Lessor.

9. Ordinances and Statutes. During the term of this Lease, Lessee shall comply with all applicable statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

10. Notices. All notices, demands, or other writings which this Lease requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: Benevolent Protective Order of Elks Las Vegas, Lodge #1468
4100 W. Charleston
Las Vegas, Nevada 89102
Attn: James Parry, Secretary
Phone: 258-3557

To Lessee: City of Las Vegas, Nevada
c/o Fire & Rescue
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101
Attn: Director of Fire & Rescue
Phone: 383-2888

Copy To: City of Las Vegas, Nevada
c/o Real Estate & Asset Management
400 Stewart Ave
Las Vegas, Nevada 89101
Attn: David Roark
Phone: 229-1021

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

11. **Insurance.** In accordance with section 41.038 of the Nevada Revised Statutes, the Lessee (City of Las Vegas) adopted a self-insured liability program effective July 1, 1985. The Lessee (City of Las Vegas) self-insures each occurrence with the limits of liability as established and in accordance with section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self-insured liability program as established on July 1, 1985.

12. **Operating Expense.** Lessor shall fully and promptly pay for all water, sewer, gas, heat, light, power, and other public utilities furnished to the Premises and used by Lessee throughout the term hereof. Lessee shall fully and promptly pay for other costs and expenses in connection with the use i.e. telephone service, data communication lines, and activities conducted thereon.

13. **Dedicated Square Feet/Common Area Expenses.** Lessee agrees to pay the monthly rent as defined herein, which shall include all expenses associated with maintenance, taxes, and insurance for the dedicated square feet and common area.

14. **Taxes.** Lessor shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessor's facilities.

15. **Hold Harmless.** Subject to the liability limitations for municipalities contained in NRS 41 et. seq., Lessor shall be held harmless by Lessee from any liability for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from actions of Lessee, unless such damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor shall be responsible for, and agrees to hold Lessee harmless from any liability for damages to any person or any property in or upon the Premises arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after giving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in

such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

17. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

(a) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to conduct City of Las Vegas Fire & Rescue emergency responses, and office administration on the Premises or such permit shall be revoked;

(b) Lessee determines that technical problems which cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose;

18. **Governing Law.** The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

19. **Bio-Hazardous Waste.** Lessee shall properly dispose of all bio-hazardous waste generated while conducting emergency responses in an approved containment location located on the fire apparatus. Lessee shall provide for and dispose of as required by, federal, state, or local law, all bio-hazardous waste in approved containers off premises.

20. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. **Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. **Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they shall mean the date upon

which this Lease has been duly executed by Lessor or Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Lease.

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

Lessee:

Lessor:

CITY OF LAS VEGAS

**BENEVOLENT PROTECTIVE ORDER
OF ELKS, LAS VEGAS, LODGE #1468**

By _____
Oscar B. Goodman, Mayor

By Richard C. Hill
Richard C. Hill, Trustee Chairman

ATTEST

By Jim Grach
Jim Grach, Trustee

Barbara Jo Ronemus, City Clerk

By J. J. Baumberger
J. J. Baumberger, Trustee

APPROVED AS TO FORM

By Keith Dennison
Keith Dennison P.E.R. Trustee

[Signature] 8/6/03
Deputy City Attorney Date

By Marty Puschnig
Marty Puschnig, Governing Board
Chairman Trustee

SITE PLAN EXHIBIT "A"



CHARLESTON BLVD

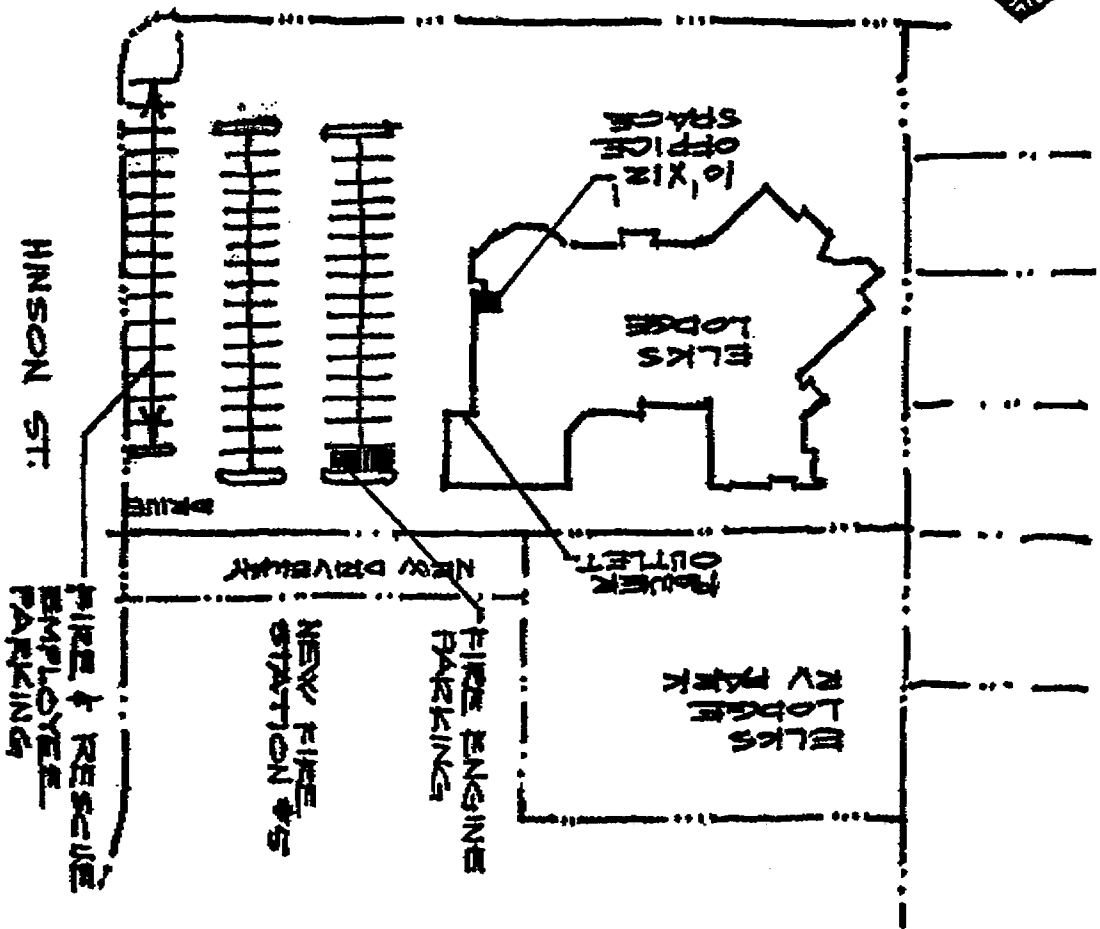


EXHIBIT B

Disclosure of Principals

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Lessor warrants that it has disclosed on this form all principals, including, partners of the Lessor, as well as all persons and entities holding more than 1% interest in Lessor's organization or any principal of the Lessor. Throughout the term of the Agreement, Lessor shall notify the Lessee in writing of any material change in the disclosure within fifteen (15) days of any such change.

The principals, partners and members of the Lessor and all persons and entities holding more than 1% interest in the corporation/organization or any principal of any entity holding more than 1% interest in the corporation/organization are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Richard C. Hill	4100 W. Charleston Blvd. Las Vegas, NV 89102	(702)258-3557
2. Jim Grach	4100 W. Charleston Blvd. Las Vegas, NV 89102	(702)258-3557
3. J.J. Baumberger	4100 W. Charleston Blvd. Las Vegas, NV 89102	(702)258-3557
4. Keith Dennison	4100 W. Charleston Blvd. Las Vegas, NV 89102	(702)258-3557
5. Marty Puschnig	4100 W. Charleston Blvd. Las Vegas, NV 89102	(702)258-3557

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

Benevolent Protective Order of Elks Las Vegas, Lodge #1468

By: Richard C. Hill
Richard C. Hill

Its: Trustee Chairman
Title

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to clarify an Encroachment Agreement with John T. Moran Jr. and Marilyn Moran for a portion of the alley behind the Moran's' property generally located at 628 and 630 South Fourth Street - Ward 1 (Moncrief)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City owns the public right-of-way of the alley behind the Morans' property. The City is in the process of a vacation of the entire alley behind the Morans' property and following completion of such vacation process, the City intends to convey its half of the vacated alley behind the Morans' property to the Morans. In the interim, the Morans have requested that they be permitted to construct a block wall and parking lot on said right-of-way.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Encroachment Agreement

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended her recommendation for the City to retain half of the alleyway and encroach the other half of the alleyway to MR. MORAN be forwarded to the Full Council for clarification. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

CITY ATTORNEY BRAD JERBIC explained that he requested this matter be placed on this agenda, following the July 16, 2003, meeting of the City Council. This involves one in a series of agreements with JOHN MORAN JR. for property on Fourth Street. The original deal would have allowed MR. MORAN to encroach into the alleyway, pending a final recordation of the vacation, which was approved by Council earlier this year. At the July 16, 2003, City Council meeting, the

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 7 – Discussion and possible action to clarify an Encroachment Agreement with John T. Moran Jr. and Marilyn Moran for a portion of the alley behind the Moran's property generally located at 628 and 630 South Fourth Street

MINUTES – Continued:

Council held extensive discussion at that time, which resulted in a motion that approved the encroachment agreement. However, there are mixed messages in the transcript. There was discussion between MR. MORAN and COUNCILWOMAN MONCRIEF regarding the City's ability to reenter the alleyway, which is what his office heard and consequently drafted the agreement to reflect that language, but MR. MORAN disagrees and alleges that the language regarding deeding the property to him in the future was excluded. CITY ATTORNEY JERBIC requested clarification as to whether to authorize DEPUTY CITY MANAGER HOUCHENS, under Item 8 of this agenda, to execute the Quitclaim Deed.

COUNCILWOMAN MONCRIEF said that her original motion was to approve the encroachment of half the alleyway and that the City keep the other half of the alleyway, if needed. She explained at that meeting that if MR. MORAN built a block wall around the property, the City would not be responsible for any expenses if the City needed the property in the future and was forced to tear down the wall. She indicated that she has not changed her mind since that meeting; therefore, she reiterated her motion that the City retain half of the alleyway and encroach the other half of the alleyway to MR. MORAN and that he can use the full alleyway and build a block wall around it, but if at anytime the City needs its half of the alleyway, it would revert back without any expenses.

COUNCILWOMAN MONCRIEF explained that the alleyway was originally vacated because a parking garage was to be built adjacently. That is no longer the case, and there is no reason to give away the land, especially since all land has value. CITY ATTORNEY JERBIC clarified that the original agreement, as drafted, had language in it that did not deed the property to MR. MORAN but did refer to the fact that it would be deeded to him in the future. That language came out as a result of the 7/16/2003 Council meeting. COUNCILMAN MONCRIEF said she would only support to deed half the alleyway to MR. MORAN. CITY ATTORNEY JERBIC indicated that the vacation would accomplish that, so a deed would not be necessary.

DAVID ROARK, Manager, Real Estate and Asset Management Division, clarified with CITY ATTORNEY JERBIC that the recommendation would go forward to Council for action no matter the recommendation of this Committee. COUNCILWOMAN MONCRIEF then made a recommendation for "No Pass."

As a matter of information, MR. ROARK advised that, at about \$24 a square foot, the property is worth from 3,500 to \$4,000, and, by City ordinance, the City cannot sell the property if it is vacated.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 7 – Discussion and possible action to clarify an Encroachment Agreement with John T. Moran Jr. and Marilyn Moran for a portion of the alley behind the Moran's' property generally located at 628 and 630 South Fourth Street

MINUTES – Continued:

AL GALLEGO, citizen of Las Vegas, expressed concern about emergency vehicles not being able to get through the alleyway, should MR. MORAN build a fence around half of his alleyway. The City should consider the safety issues involved.

CITY ATTORNEY JERBIC requested a motion to submit the matter for clarification to the City Council at the 8/20/2003 Council meeting. COUNCILMAN WEEKLY verified that the motion would include forwarding the language of COUNCILWOMAN MONCRIEF.

There was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:24 – 3:30)

1-459

APN: 139-34-311-103
139-34-311-104

Upon Recordation, Return to:
City of Las Vegas
Real Estate and Asset Mgt. Division
400 Stewart Ave., 4th Floor
Las Vegas, NV 89101

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and 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 "City"), and John T. Moran, Jr. and Marilyn Moran, Husband and Wife (hereinafter collectively referred to as the "Morans");

WITNESSETH:

WHEREAS, the City owns the public right-of-way that is commonly known as the portion of the alley behind the Morans' property generally located at 628 and 630 South Fourth Street, Las Vegas, Nevada and more particularly described as APN No's 139-34-311-103 and 139-34-311-104, which property and subject alley behind such property is depicted in Exhibit "A" which is attached hereto and by this reference made a part hereof; and

WHEREAS, the City is in the process of accomplishing a vacation of the entire alley in Block 25 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada, which Block contains the Morans' property as set forth above, and following completion of such vacation process, the City intends to convey its half of the vacated alley behind the Morans' property to the Morans, the Morans then owning the full alley adjacent to their property, which will thereupon be included in

their property descriptions for the above parcels; and

WHEREAS, in the interim, pending completion of the vacation process and the transfer of the City's portion of the alley behind the Morans' property to the Morans, the Morans have requested that they be permitted to construct a block wall and parking lot on the portion of said right-of-way behind their property as shown in Exhibit "A", pursuant to an encroachment agreement with the City; and

WHEREAS, the parties hereto intend, by this Agreement, to evidence the consent of City to the encroachment authorized herein and to set forth the entire agreement of said parties with respect thereto;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and no/100 Dollars (\$ 10.00), the receipt of which is hereby acknowledged by the City, and of other good and sufficient consideration, the City hereby authorizes and permits an encroachment into said described public right-of-way in accordance with, and the Morans agree to the following terms, covenants, and conditions:

1. ENCROACHMENT AUTHORIZED: The City hereby permits a limited encroachment into said described public right-of-way, which encroachment shall be limited to the following:

Construction and maintenance of a block wall and parking lot in the City right-of-way in the alley adjacent to 628 and 630 South Fourth Street, Las Vegas, Nevada (specifically, the portion of the alley directly behind APN No's 139-34-311-103 and 139-34-311-104—Lots 17 through 20 of Block 25 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada). Said encroachment area is more particularly shown in Exhibit "A".

2. NATURE OF PERMIT: This Agreement shall not be deemed to transfer any real property interest of City in and to said described public right-of-way. The rights of encroachment that are granted herein are in the nature of a permit only and are subject to termination by City as provided for herein.

3. USE AUTHORIZED: This Agreement does not authorize any use of said described public right-of-way, or the airspace thereabove, other than for the construction and maintenance of the improvements that are authorized to be constructed therein, as the same are identified in Paragraph 1 above (the "Improvements" herein).

4 COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP: The Morans hereby covenant and agree that:

(A) At their sole cost and expense, the Morans shall install all of the Improvements strictly in accordance with plans and specifications that are approved by the City pursuant to Paragraph 5 hereof.

(B) Prior to the final inspection of the Improvements by City, and as a condition thereof, The Morans shall, at their sole cost and expense and to satisfaction of City, remove all rubbish, trash, debris, surplus material and equipment from the area that is subject to this Agreement and the adjacent properties (collectively, the "Worksite" herein).

5. PLANS AND SPECIFICATIONS: The Morans agree to submit to City, and, prior to the commencement of the construction, obtain the approval of City of the plans and specifications for the Improvements. The Morans hereby assume full and complete responsibility for the accuracy of such plans and specifications, and any subsequent approval thereof by City shall not relieve the Morans of such responsibility.

6. UTILITIES AND EXISTING IMPROVEMENTS: The Morans agree, at their sole cost and expense, to make any adjustment in the construction and installation of the Improvements which is necessary in order to accommodate the location of all existing utilities and City improvements in said right-of-way or, in the alternative and with the approval of the utility company that owns such utilities or of City respectively, to adjust such utilities or improvements in order to avoid any conflict between them and the Improvements.

7. STANDARDS OF CONSTRUCTION AND INSTALLATION: The Morans agree that the construction and installation of the Improvements shall be in accordance with all applicable ordinances and regulations of City, including without limitation the Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County Area, that are in effect on the date of the execution of this Agreement.

8. MAPS AND PLANS: The Morans agree to furnish to City, upon the completion of the Improvements, as-built plans, drawings or maps as may be requested by the City Engineer.

9. DEFAULT: In the event the Morans fail to perform any term of this Agreement, City may, at its option, proceed to perform the Agreement, complete or remove the Improvements and/or perform any work necessary to restore the right-of-way to original condition, and remove all rubbish, trash, debris, surplus material and equipment from the Worksite, all at the expense of the Morans, and the Morans shall within 60 days of receipt of an invoice for the expenses therefor, pay City the invoice amount for such expenses.

10. TERM: This Agreement shall become effective on the date it is filed and recorded at the Office of the County Recorder of Clark County, Nevada, and

shall remain in effect until the same is terminated in accordance with Paragraph 18 hereof, or until the Improvements cease to exist, or until the City's portion of the vacated alley behind the Morans' property is conveyed to the Morans, whichever is the earliest, at which time all of the rights that are enjoyed by the Morans by virtue hereof shall cease except as the parties hereto may otherwise agree in writing.

11. REPAIRS AND MAINTENANCE: The Morans, at their own cost and expense, shall maintain the Improvements in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. In the event that The Morans fail or refuse to maintain the Improvements in a manner that is satisfactory to City and further fail or refuse to take corrective action within fifteen (15) calendar days after its receipt of written notice from City so to do, City, at its option, may perform or cause to be performed any repair or maintenance on the Improvements that it may deem necessary, and the Morans shall pay the cost thereof to City upon demand. The failure of the Morans to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice therefor from City shall constitute a material breach of this Agreement.

12. RELOCATION: City reserves the right during the Term hereof to require the Improvements to be relocated in the event City determines, in its sole discretion, that such relocation is required in the exercise of its police power and that the encroachment that is provided for herein is inconsistent with any future need for the use of the right-of-way or for expansion or modification thereof. In such event, the relocation shall be accomplished at the sole expense of the Morans and shall be performed in the same manner as the original installation of the Improvements, all pursuant to the provisions of this Agreement.

13. INDEMNIFICATION: The Morans hereby agree to indemnify, defend and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claim, lien, judgment or demand of any kind

whatsoever which it or they may incur, suffer or be required to pay by reason of any death, disease or bodily injury that may result to any person or persons, or of any injury or damage to, or destruction or loss of use of, any property, which may arise as a result of, or incidental to, the entering into or performance of this Agreement, the construction, existence or maintenance of the Improvements, the use or occupancy of the Improvements, or any act or omission of the Morans or their agents, employees or contractors. The City intends to assert the limitations of liability provisions set forth in NRS 41.035 against any third parties with respect to any claims of liability against it, but this shall not limit the obligation of the Morans to indemnify City as set forth above.

14. COMPLIANCE WITH LAWS AND REGULATIONS: The Morans further agree that, during the Term of this Agreement, the construction, maintenance and use of the Improvements shall conform in every respect to all current and subsequently enacted City building and related statutes, ordinances, codes, orders, resolutions, rules and regulations.

15. TERMINATION: (A) In the event that a breach occurs in the performance of any term, covenant or condition of this Agreement on the part of the Morans to be kept or performed and such breach continues for a period of twenty (20) calendar days after written notice of such breach has been provided to the Morans, City shall have the right, immediately upon the expiration of such twenty (20) day period, to terminate this Agreement and order the removal of the Improvements by providing written notice of such termination to the Morans. Additionally, the City may terminate this Agreement and order the removal of the Improvements upon at least one hundred eighty (180) calendar days' written notice if City reasonably determines, in the exercise of its police power and during the Term hereof, that the encroachment that is provided for herein is inconsistent with any future need for the unobstructed use of the right-of-way or for expansion or modification thereof.

(B) Any termination hereunder shall be effective on the date that is specified in the notice of termination. By the effective date of such termination, the Morans shall discontinue the use and complete the removal of the Improvements. The removal of the Improvements shall be at the sole expense of the Morans and shall be completed, in a manner satisfactory to the City, by the effective date of termination, which date shall not be not less than 180 calendar days after the Morans' receipt of the notice of such termination.

(C) If the Morans fail to remove the Improvements in a satisfactory and timely manner, the City shall have the right to cause the removal thereof at the Morans' expense. The Morans shall pay the costs of such removal within thirty (30) calendar days after its receipt of written demand therefor from the City.

16. NOTICES: Any notice which is required or permitted to be given under this Agreement shall be delivered in person or mailed to the parties and addresses listed below:

TO CITY:

City of Las Vegas
Real Estate and Asset Mgt. Section
400 East Stewart Avenue, 4th floor
Las Vegas, Nevada 89101

TO THE MORANS:

John T. Moran, Jr.
Moran & Associates
630 South 4th Street
Las Vegas, Nevada 89101

17. BINDING UPON SUCCESSORS: It is understood and agreed that the obligations that are imposed upon the parties by this Agreement shall run with the land. No transfer or assignment of the rights or obligations of this Agreement shall be valid unless agreed to in writing by the parties.

18. RECORDATION: This Agreement shall be filed and recorded in the Office of the County Recorder of Clark County, Nevada.

19. PARAGRAPH HEADINGS: The paragraph headings which appear herein are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

Subscribed and sworn to before me
this ___ day of _____, 2003.

Approved as to form:

Notary Public

Thomas R. Green 6/23/03
Deputy City Attorney Date

THE MORANS:

By [Signature]
JOHN T. MORAN, JR.

By [Signature]
MARILYN MORAN

Subscribed and sworn to before me
by John T. Moran, Jr. and Marilyn
Moran, husband and wife, this
30 day of June 2003.

[Signature]
Notary Public

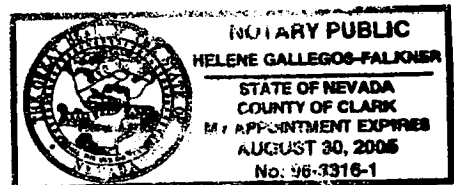
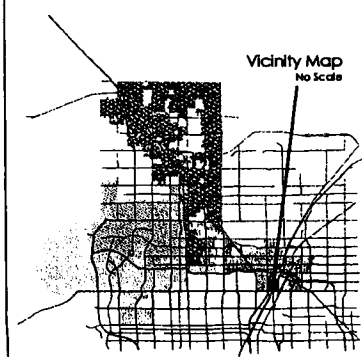


EXHIBIT "A"



Site Map

- Parcel #'s 139-34-311-103 & 104
- Street Centerline
- Building Footprints
- City of las vegas1.shp
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2003/04/19

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action to preauthorize Deputy City Manager Steve Houchens (as Secretary of Office District Parking I, Inc.--"ODP Inc.") to execute a Quitclaim Deed, from ODP Inc. to John T. Moran, Jr. and Marilyn Moran, husband and wife, for ODP Inc.'s portion of the vacated alley behind the Moran's' property generally located at 628 and 630 South Fourth Street, in coordination with the vacation process - Ward 1 (Moncrief)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City owns the public right-of-way of the alley behind the Moran's' property. The City is in the process of a vacation of the entire alley behind the Moran's' property and following the completion of such vacation process, the City intends to convey its half of the vacated alley (which will then revert to Office District Parking I, Inc. as a matter of law) to the Moran's. This action will allow the Deputy City Manager to coordinate the vacation process with the conveyance so that once the vacation is recorded by the City, the Moran's will receive both their half of the vacated alley and the City's half, and such portions will both be included in the Moran's' property description.

RECOMMENDATION:

Preauthorize Deputy City Manager Houchens to execute the required Quitclaim Deed to accomplish the vacation of the alley behind the Morans property in coordination with the conveyance to the Morans of the entire alley behind their property.

BACKUP DOCUMENTATION:

None

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 8 be forwarded to the Full Council with a "NO PASS" recommendation. COUNCILMAN WEEKLY concurred.

REAL ESTATE COMMITTEE MEETING OF AUGUST 18, 2003

Public Works

Item 8 – Discussion and possible action to preauthorize Deputy City Manager Steve Houchens (as Secretary of Office District Parking I, Inc.--"ODP Inc.") to execute a Quitclaim Deed, from ODP Inc. to John T. Moran, Jr. and Marilyn Moran, husband and wife, for ODP Inc.'s portion of the vacated alley behind the Moran's' property generally located at 628 and 630 South Fourth Street, in coordination with the vacation process

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

CITY ATTORNEY BRAD JERBIC indicated that the original encroachment agreement, as drafted, contained language that referred to the City issuing a quitclaim deed for the City's half of the alleyway to JOHNN MORAN JR. and his wife upon recordation of the vacation. He requested clarification on that language.

COUNCILWOMAN MONCRIEF gave a historical account on this piece of property. On May 15, 2002, the Council approved the purchase and sale agreement with MR. MORAN for property at 628 Fourth Street. The MR. MORAN and his wife purchased the property for \$100,000. The value was estimated at \$330,000, so the Morans paid \$230,000 less than the appraised value. The property was going to be limited to surface parking and MR. MORAN would have to sell this piece of property back to the City if he wanted to sell, minus the \$230,000 of equity. On April 2, 2003, the Council approved an amendment deleting the deed restriction that gave the seller the right to repurchase the property or remove surface parking restrictions. As a result, MR. MORAN could sell this property to anybody for any price he requested. On May 21, 2003, the Council approved to vacate the entire alleyway on the parking garage block due to the possibility of the high-rise, which was never built.

COUNCILWOMAN MONCRIEF made the motion for a "No Pass" and not deed the City's half of the alleyway.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:30 – 3:33)

1-668

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: AUGUST 18, 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.

(3:33)
1-758

THE MEETING ADJOURNED AT 3:33 P.M.

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

September 2, 2003