

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.LasVegasNevada.gov>
MONDAY, SEPTEMBER 29, 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 a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to Fire Station #43, located at 6420 Smoke Ranch Road - Ward 6 (Mack)
2. Discussion and possible action regarding a Summerlin West Fire Station Site Dedication and Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for certain land within the Summerlin Western Planning Area - Wards 2 and 4 (L.B. McDonald and Brown)
3. Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Rosa Wilson for real property known as APN 138-25-515-010 located at 1505 Laurelhurst Drive Unit 10 (\$67,000 plus closing costs - Special Revenue Fund) - Ward 1 (Moncrief)
4. Discussion and possible action regarding a Purchase Agreement between the City of Las Vegas and Smart Start Day Care, Inc. for real property and improvements on approximately .55 acres located at 1260 West Owens, APN 139-21-804-004 - Ward 5 (Weekly)

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

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

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

KW

**REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 2003**

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER BETSY FRETWELL, DEPUTY CITY ATTORNEY TERI 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

(3:05)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 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 Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to Fire Station #43, located at 6420 Smoke Ranch Road - Ward 6 (Mack)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Las Vegas Valley Water District inspected the water distribution facilities located at 6420 Smoke Ranch Road, which are to be owned, operated and maintained by the Las Vegas Valley Water District. The inspection determined that said facilities have been installed in accordance with the Water District standards and specifications. Therefore, the water facilities constructed for the City have been accepted by the Water District as being satisfactorily completed on 8/18/03 and the City now turns the property over to the Water District.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. LVVWD 8/25/03 Letter

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.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated that this matter involves a Bill of Sale to the Water District, as required by State Law, for the purpose of providing water services to Fire Station #43. Staff recommends approval.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 29, 2003

Public Works

Item 1 - Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to Fire Station #43, located at 6420 Smoke Ranch Road

MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:06)

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BILL OF SALE

Fire Station No. 43 - 107690

FOR VALUE RECEIVED, City of Las Vegas does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated September 4, 2001, identified as No. 107690 between City of Las Vegas and the Las Vegas Valley Water District.

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

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this _____ day of _____, 20_____.

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS
City Clerk

OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

Thomas R. Green 9/4/03

City Attorney - DEPUTY



PATRICIA MULROY
GENERAL MANAGER

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

RICHARD J. WIMMER
DEPUTY GENERAL MANAGER
ADMINISTRATION

CHARLES K. HAUSER
GENERAL COUNSEL

August 25, 2003

City of Las Vegas Fire & Rescue
500 N. Casino Center Boulevard
Las Vegas, NV 89101

Attention: David L. Washington, Fire Chief

SUBJECT: CLV – FIRE STATION NO. 43, (CON 107690)

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

Therefore, the water facilities constructed for City of Las Vegas Fire & Rescue (DEVELOPER) at CLV – Fire Station No. 43, are accepted by the DISTRICT as being satisfactorily completed on August 18, 2003.

In accordance with the conditions of Agreement No. CON 107690, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of August 18, 2003, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

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

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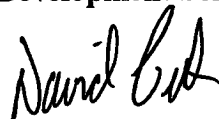
1001 S. Valley View Blvd. • Las Vegas, Nevada 89153 • (702) 870-2011
Visit our website at www.lvwd.com

BOARD OF DIRECTORS

Myrna Williams, President • Yvonne Atkinson Gates, Vice-President
Mark James, Mary Kincaid-Chauncey, Chip Maxfield, Rory Reid, Bruce L. Woodbury

August 25, 2003
CLV – Fire Station No. 43

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



David Cullen, Inspection Supervisor
Construction Division

:vlc
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
O'Donnell Contracting (w/o attachment)

y:CLVFire43.8fi

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 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 Summerlin West Fire Station Site Dedication and Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for certain land within the Summerlin Western Planning Area - Wards 2 and 4 (L.B. McDonald and Brown)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Howard Hughes Corporation is the owner and master developer of certain land within Summerlin West, which lies within the corporate boundaries of the City of Las Vegas and is part of the Summerlin master planned community. In conjunction with the City, The Howard Hughes Corporation shall determine and dedicate certain land to the City for fire stations. Howard Hughes Corporation shall consult with the City on design of such sites. The first fire station shall be constructed at the expense of the Howard Hughes Corporation.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Summerlin West Fire Station Site Dedication and Development 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, stated that staff worked out this development agreement some time ago for the Howard Hughes Corporation to yield the City some land on which to build a fire station. He noted that DEPUTY CITY MANAGER FRETWELL was very instrumental in finalizing this agreement.

City REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 29, 2003

Public Works

Item 2 - Discussion and possible action regarding a Summerlin West Fire Station Site Dedication and Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for certain land within the Summerlin Western Planning Area

MINUTES – Continued:

DEPUTY CITY MANAGER FRETWELL advised that this agreement simply provides clarity to the Development Agreement with Howard Hughes Corporation and details the fire sites, which station will be built first, and provides timelines. A transfer of land is expected to take place once water becomes available for the second fire station.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:07)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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PURPOSE/BACKGROUND:

The Howard Hughes Corporation is the owner and master developer of certain land within Summerlin West, which lies within the corporate boundaries of the City of Las Vegas and is part of the Summerlin master planned community. In conjunction with the City, The Howard Hughes Corporation shall determine and dedicate certain land to the City for fire stations. Howard Hughes Corporation shall consult with the City on design of such sites. The first fire station shall be constructed at the expense of the Howard Hughes Corporation.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Summerlin West Fire Station Site Dedication and Development Agreement

SUMMERLIN WEST FIRE STATION SITE DEDICATION AND DEVELOPMENT 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 (the "City") and THE HOWARD HUGHES CORPORATION, a Delaware corporation ("HHC");

WITNESSETH:

WHEREAS, HHC is the successor in interest to Howard Hughes Properties, Limited Partnership, a Delaware limited partnership ("HHPLP") as the owner and master developer of Summerlin West within the corporate boundaries of the City, which is a part of the master planned community of Summerlin. (HHC and HHPLP are collectively referred to herein as the "Hughes Companies"). HHPLP previously entered into the Development Agreement with the City for the Summerlin West Area ("Development Agreement") which was recorded November 21, 1997 as instrument number 00839 in book 971121 of Official Records of Clark County. It is not intended that the terms of this Agreement supercede the Development Agreement, but merely that they will supplement the terms of the Development Agreement; and

WHEREAS, Pursuant to Section 5.01 of the Development Agreement, HHC shall dedicate certain land within Summerlin West to the City for fire stations, shall determine the sites and design for such stations in consultation with the City, and shall construct the first of such fire stations at HHC's expense;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. FIRE STATION LOCATIONS AND CONSTRUCTION:

(a) First Station Location. Pursuant to Section 5.01 of the Development Agreement, HHC and the City hereby agree that the first fire station referred to in said section shall be designated Station 47 ("Station 47"), and shall be located on a 1.75-acre site with minimum net dimensions of 280 feet wide along the street x 260 feet net deep, in addition to offsite improvements required pursuant to the City's standard Offsite Improvements Agreement existing as of the date of this Agreement ("Offsite Improvement Agreement"), near the southeast corner of Village 25 of Summerlin West (i.e., near the intersection of Desert Foothills Drive and Far Hills Avenue). HHC shall take all measures necessary to create a separate parcel ("Station 47 Site") for said site prior to obtaining a building permit for Station 47.

(b) Station 47 Design and Construction. HHC shall design and construct (collectively the "Work"), at its sole cost and expense, and shall dedicate to the City free of all liens, encumbrances, SID assessments and any covenants, conditions and restrictions, all pursuant to the terms of this Agreement, Station 47 and the Station 47 Site, together with off-site improvements installed pursuant to the City's standard Offsite Improvements Agreement (collectively the "project"), on or before thirty months after the date of this Agreement. HHC shall design Station 47 and the off-site improvements related thereto, under the direct

supervision and responsible charge of architect Samuel D. Tolman AIA NCARB, of the City's Architectural Services Section, based on said architect's previous prototype fire station designs for Stations 43, 44 and 45, plus four to six hundred additional square feet of administrative office space, all subject to said Section's review and approval of the design pursuant to Section 2 below.

(c) Second Station Location. The second fire station referred to in Section 5.01 of the Development Agreement shall be the designated Station 46 ("Station 46"), and shall be located on a 1.75-acre site with the same net minimum dimensions as set forth above for Station 47, near the intersection of the Beltway and Lake Mead Boulevard in Village 22 or 26 of Summerlin West. HHC shall take all measures necessary to create a separate parcel ("Station 46 Site") for said site; provided, however, the creation of the separate parcel for Station 46 Site shall occur no later than three months ("Parcel Creation Period") from the date HHC has commenced development of the village in which Station 46 is to be located, or water is available to the Station 46 Site, whichever occurs first. After the expiration of the Parcel Creation Period, within five (5) days of the City giving written commitment to HHC that it will construct, equip and operate Station 46 at City's expense and have the station in operation within a period of thirty months from the date of the written commitment, HHC shall dedicate the Station 46 Site to the City free of all liens and encumbrances, and shall execute the City's standard form of Off-site Improvements Agreement and pursuant thereto shall install the off-site improvements related to Station 46, including stubbing all utilities to the property line necessary to operate Station 46. The City shall construct, equip and operate Station 46 in coordination with HHC's installation of the off-site improvements.

2. **PLANS AND SPECIFICATIONS:** HHC shall, under the direct supervision and responsible charge of architect Samuel D. Tolman AIA NCARB, design Station 47 in coordination with City's Architectural Services Section based on said architect's previous prototype fire station plans and specifications for Stations 43, 44 and 45, plus four to six hundred additional square feet of administrative office space, and shall submit such plans and specifications in stages of 50%, 90% and 100% plan sets to the Architectural Services Section and obtain final approval thereof prior to proceeding with other necessary approvals and documentation required by the development process through the regulatory authorities referred to below. HHC does hereby acknowledge and agree that the City's Architectural Services Section, does not have any control, authority or influence over the decisions or requirements of other regulatory authorities which are separate from the City, or which may be departments of the City acting in a regulatory manner including, but not limited to, the Building Department, Fire Department, Planning Department or divisions within the Department of Public Works. HHC is responsible for complying with the requirements imposed by the regulatory authorities (including complying with the departments of the City acting in a regulatory manner--i.e. it shall be the responsibility of HHC to obtain any inspections required for this project through the City, State of Nevada or other local agencies, provided the City's Architectural Services Section shall act in good faith to resolve any dispute between conflicting departments of the City). HHC shall secure the necessary permits including, but not limited to, building permit, dust control permit, sanitation or sewer discharge permit, water permit or other applicable permits, and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the project. The duties of HHC to the Architectural Services Section and the Section's Project Manager pursuant to this Agreement, are in addition to and independent of any requirements of the above-referenced regulatory authorities.

3. NOTIFICATION AND INSPECTIONS:

(A) HHC agrees to notify the Architectural Services Section's Project Manager ("Project Manager"), as so designated from time to time by the Architectural Services Section, in writing not less than seven (7) days in advance of the time when site design, permitting and construction Work is anticipated to commence.

(B) If, after such notice has been given, conditions develop that delay the commencement or continuation of such Work for more than one week, HHC agrees to notify the Project Manager in writing of such delay.

4. PROJECT ACCESS: The City shall have the right to enter and access the project site at any time to review field conditions and verify compliance with the project plans and specifications. If items are found to be in non-compliance with the project plans or specifications, the Project Manager shall notify HHC in writing of items in need of correction, repair or replacement, and HHC shall diligently comply therewith; provided, however, that the inspection of any phase of the Work shall not relieve HHC of its responsibility for the proper construction, installation and maintenance of the Work, materials and equipment, in accordance with the standards that are set forth in Paragraphs 2 and 10 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course, or subsequent to the completion, of the Work; provided, however, except for latent defects, HHC shall have no obligation to make any repairs or replacements due to faulty workmanship or defective materials following the City's acceptance of the project pursuant to Section 9. Should subsurface conditions, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may require HHC, at HHC's sole cost and expense, to alter the plans and specifications for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions. Only the Project Manager shall have the authority to direct, approve or accept deviations from the design, specifications or other requirements of this Agreement.

5. UTILITIES: HHC agrees, at its sole cost and expense, to make any adjustment in the construction of the project which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities in order to avoid any conflict between them and the project requirements. HHC shall install, and pay the costs for, all utility fees and hook-ups required for the final operation of the project.

6. AS-BUILT DRAWINGS AND SPECIFICATIONS: HHC shall keep a marked-up, up-to-date set of drawings showing as-built conditions of the Work during the course of construction as an accurate record of the deviations between the Work as shown on the drawings and specifications and the Work as installed. Upon completion of the Work, HHC shall furnish to City a complete set of as-built drawings, in both Mylar hardcopy format and AutoCAD 2000 electronic format, neatly and accurately revised to reflect the as-built conditions of the Work, and the word "Record" shall be clearly printed on each sheet and showing the City of Las Vegas Planroom number and sheet numbers. The record specifications shall be prepared in the format of Microsoft Word, and a hardcopy signed and dated shall be provided to the City at the completion of the Project.

7. SCHEDULE OF VALUES: HHC shall provide to the City a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported

by such data and information acceptable to the City. Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. HHC shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the City. All overhead costs shall be proportionately distributed across all line items in the Schedule of Values.

8. **MAPS, PLANS AND OTHER DOCUMENTS:** HHC agrees to furnish the City, upon the completion of the project, a paper copy of the following information with respect to the project:

- Building Permit Card Final Signatures obtained
- Certificate of Occupancy or Certificate of Completion
- Punch List signed off as completed by the Fire Services representative
- Documentation of the following utilities confirmed:
 - Service Accounts established, fees paid, & utility operating for:
 - Water
 - Sewer
 - Power
 - Phone for station
 - Phone for fire alarm
 - Phone for irrigation controls
- Water "Turn On" application completed
- Water "Bill of Sale" completed
 - Affidavit of Release of Debts and Claims
- Affidavit of Release of Liens
- Operation and maintenance manuals
- Product warranties and bonds
- Testing reports
 - Water Audit Report showing the irrigation system meets the City approved specifications
- Material overages, spare parts, maintenance products, repair kits
 - Record Drawings on mylar clearly detailing all construction revisions include all survey, topographic and utility agency/company design drawings for each utility constructed.
- Geo-technical Report
- Geo-technical Data Report
- Survey Report
- Environmental Assessment Report
- Biological Assessment / Mitigation Report (if any)
- Project cost breakdown (Schedule of Values)
 - Construction project progress photographs, taken on a regular basis, labeled and dated
 - Contractor's daily reports

9. **PROJECT APPROVAL:**

(A) The City shall not approve or accept Station 47 as a completed project, notwithstanding any prior approval pursuant to Paragraph 4 above of any phase of the construction, until a final inspection has been made by the Project Manager or his designated representative, and he is reasonably satisfied that all of the work thereon has been performed in a

satisfactory manner. The City hereby reserves the right to require the correction by HHC of any portion of the Work that does not comply with the standards that are set forth in Paragraphs 2 and 10 hereof. Minimum requirement for project approval include but are not limited to a complete and functional facility.

(B) It is expressly understood and agreed by HHC that final inspection and approval by the City of the Work does not relieve HHC of its responsibility for latent defects in the Work to the extent that the City notifies HHC of the latent defects within 12 months after the final inspection and approval by the City.

(C) Upon acceptance of the Work, HHC shall promptly transfer all active utility accounts to the City.

10. **STANDARDS OF DESIGN: CONSTRUCTION AND INSTALLATION:** HHC agrees that the construction and installation of the project shall be in accordance with all applicable codes, ordinances and regulations of the 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, OAS (Office of Architectural Services) Design Standards, that are in effect on the date of the execution of this Agreement.

11. **SCHEDULE OF COMPLETION:** The design and permitting phase of the Work shall be completed within 180 calendar days of the execution of this Agreement. The construction of the project shall commence within 120 calendar days after the date of approval of the plans and specifications required in paragraph 2 hereof and shall be completed, and all rubbish, trash, debris, surplus material and equipment removed from the Station 47 Site, within the thirty months from the date of this Agreement. The Project Manager may approve adjustments to the project schedule if documentation is provided that demonstrates justifiable non-compliance with stated milestones. Final acceptance of the project will be via letter after all provisions of the Agreement have been met and final documentation for the project has been received by the City. All of HHC's obligations with respect to Station 47 shall cease upon final inspection and dedication of the Work to the City and, with respect to Station 46, shall cease upon final inspection of the onsite and offsite improvements required to serve the Station 46 Site to be provided by the HHC pursuant to this Agreement and dedication to the City.

12. **RESPONSIBILITY FOR THE STATION 47 SITE:** HHC is responsible at all times for securing the Work and the Station 47 Site and furnishing all utility services until the project is completed and dedicated to the City. HHC shall conduct its operations upon the Station 47 Site under this Agreement in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of HHC, the City or any other person. HHC shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. HHC shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

13. **INDEMNIFICATION:**

(A) HHC hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, liens, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the

City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of HHC or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, HHC, its contractor, subcontractors or agents in the construction or installation of the project or the performance of this Agreement.

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

14. **DISCLOSURE OF PRINCIPALS:** In order to satisfy Resolution R-105-99 adopted by the City Council on November 17, 1999, HHC will provide a disclosure in the form attached hereto as Exhibit A. If HHC or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, HHC shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

Attest:

Oscar B. Goodman, Mayor

Barbara Jo Ronemus, Clerk

Approved as to form:

Thomas R. Green 9/22/03
Deputy City Attorney Date

THE HOWARD HUGHES CORPORATION,
a Delaware corporation

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

DISCLOSURE OF PRINCIPALS

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that THHC, is wholly owned by The Rouse Company, a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

THE HOWARD HUGHES CORPORATION:

By: _____
Authorized Signatory

State of Nevada)
)ss.
County of Clark)

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

Notary Public

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 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 Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Rosa Wilson for real property known as APN 138-25-515-010 located at 1505 Laurelhurst Drive Unit 10 (\$67,000 plus closing costs - Special Revenue Fund) - Ward 1 (Moncrief)

Fiscal Impact

No Impact

Amount: \$67,000 + closing costs

Budget Funds Available

Dept./Division: Public Works/Real Estate

Augmentation Required

Funding Source: Special Revenue Fund

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for Purchase of Real Property

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.

DAVID ROARK, Manager, Real Estate and Asset Management Division, commented that this Purchase Agreement is for one more condominium at the site commonly known as the WonderWorld location. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 29, 2003

Public Works

Item 3 - Discussion and possible action regarding a Purchase Contract between Priority One Commercial (on behalf of the City of Las Vegas) and Rosa Wilson for real property known as APN 138-25-515-010 located at 1505 Laurelhurst Drive Unit 10 (\$67,000 plus closing costs - Special Revenue Fund)

MINUTES – Continued:

AL GALLEGO, citizen of Las Vegas, asked how many units are left. MR. ROARK answered that there are two condominium units and one building remaining. MR. GALLEGO thanked COUNCILWOMAN MONCRIEF for having the cement barriers installed. They certainly have helped.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:09)

1-70

AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 29th day of July, 2003 by and between Priority One Commercial and/or nominee (hereinafter referred to as "Buyer) and Rosa L. Wilson and or Assignee (hereinafter referred to as "Seller"), with reference to the following facts:

- A. Seller is the owner of Unit 10 Lot 10 of Decatur Gardens (Residential Condominium) (the "Property") consisting of approximately 943sq.ft.of living space on a 28 x 36 lot. The Property is located at 1505 Laurelhurst Dr.Unit # 10, Las Vegas, Clark County, Nevada 89108. A Plot Plan of the residential condominium showing the site is attached hereto as Exhibit "A". The Property is further described as Assessor's Parcels No. 138-25-515-010
- B. Seller has represented to Buyer that the Property is currently zoned **Residential Condominium** and is located in the City of Las Vegas, County of Clark, State of Nevada.
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, all improvements now made to the Property.

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

1. Purchases and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.
2. Purchase Price. The purchase price to be paid for Property and the improvements thereon shall be Sixty Seven Thousand and no/100 Dollars (\$67,000.00), all cash. Said sum shall be paid as follows:
 - (a) Buyer shall deposit Five Hundred Dollars (\$500.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.
 - (b) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposits shall apply toward the purchase price of the Properties.
 - (c) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Sixty Six Thousand Five Hundred and no/100 Dollars (\$66,500.00).
 - (d) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2)

business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. Upon approval, waiver or no notice given of Buyer's intentions with regard to the contingencies, the Deposits shall be immediately released to Seller without any further instruction required of Buyer.

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

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

5. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Tina Lucero at United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) to close escrow within **ten (10)** days from the expiration of the contingency period, and or Tenant has vacated the premises. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

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

(c) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada; real property taxes shall be prorated to close of escrow;

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

(f) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance remedies only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

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

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

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

(c) The above contingencies in Paragraphs 6 (a) and (b) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the

Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

7. Offer Expiration. This offer will remain open until July 8, 2003, from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

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

9. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Rosa Wilson
1501 Laurelhurst Drive #10
Las Vegas, NV 89108

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

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

10. **Applicable Laws and Severability.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

11. **Entire Agreement.** The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

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

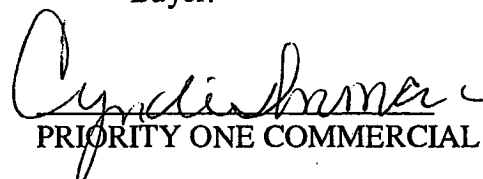
13. **Successors or Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

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

Date: July 29, 2003 Time: 11:15 /pm

Buyer:


PRIORIT Y ONE COMMERCIAL

ACCEPTANCE OF OFFER TO PURCHASE

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

Date:	Time	am/pm	Seller:
9-11-03	7:30	am.	By: <u>Rosa L. Wilson</u>
			Its: _____
			By: _____
			Its: _____

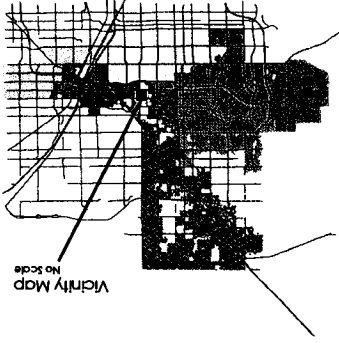
WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK COMPETENT COUNSEL.



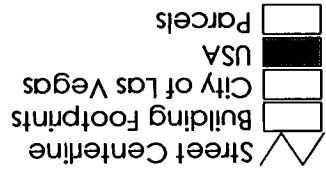
Date of Data: 2003/08/19



Real Estate & Asset Management



Vicinity Map
No Scale



Site Map

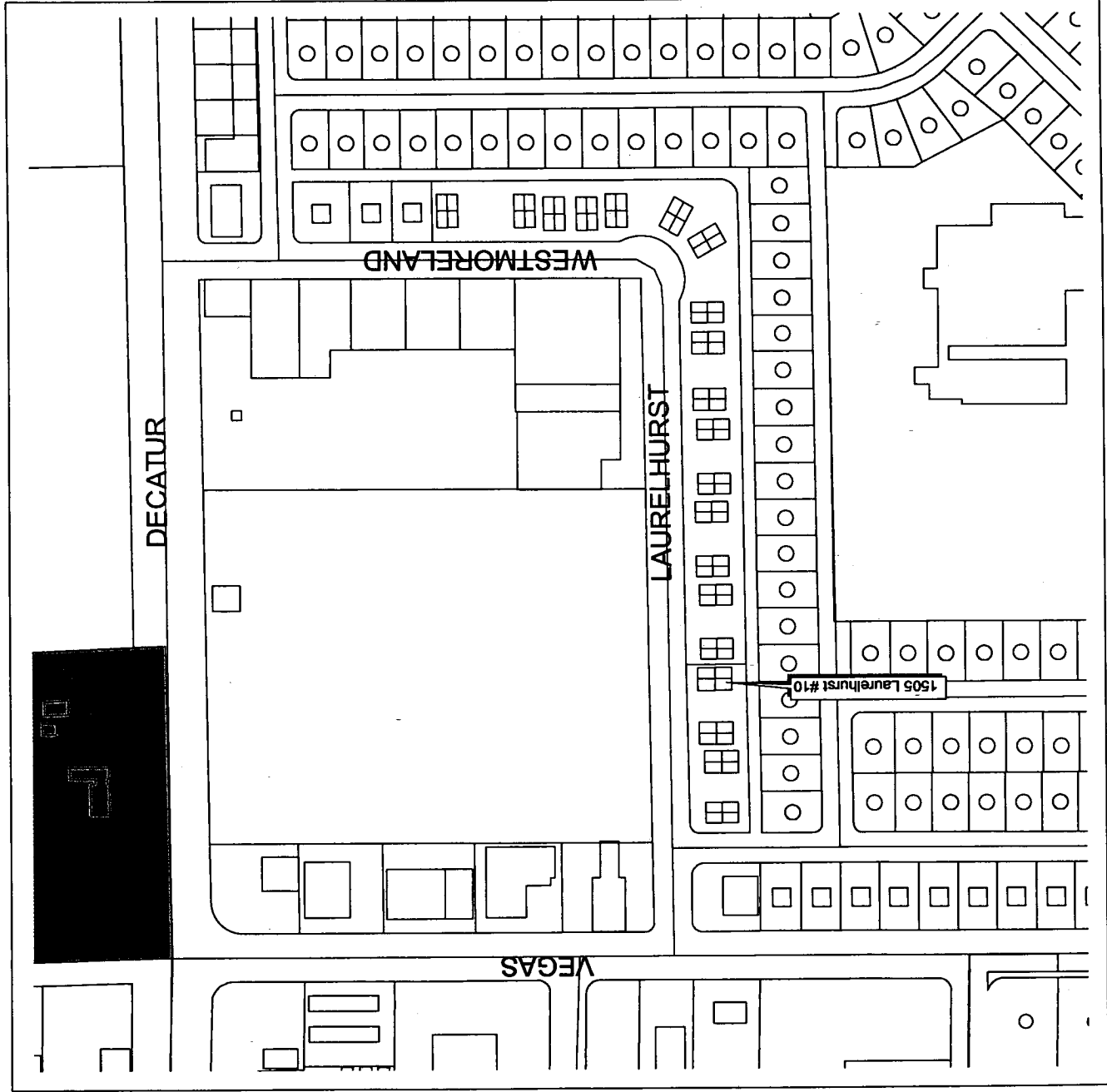


EXHIBIT "A"

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 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 Purchase Agreement between the City of Las Vegas and Smart Start Day Care, Inc. for real property and improvements on approximately .55 acres located at 1260 West Owens, APN 139-21-804-004 - Ward 5 (Weekly)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In 1991 the City purchased property located at 1260 W. Owens and constructed a child care center to be operated by Smart Start Day Care, inc. to provide child care for the low income residents of the west Las Vegas neighborhood. In addition to the city funds utilized for the construction of the facility, the owners/operators have invested more than \$125,000 of their own personal funds to add additional square footage and improve the property. For the past 11 years, the Day Care has provided services throughout the Las Vegas Valley and now wishes to purchase this property.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Purchase Agreement

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, mentioned that Smart Start has had an approximate 15-year lease with the City. Smart Start constructed the building and made the improvements on this land. Staff is recommending approval of this Purchase Agreement to this non-profit organization. FAYE JOHNSON, Neighborhood Services, interjected that this sale will allow Smart Start to join two parcels and expand the existing facility.

REAL ESTATE COMMITTEE MEETING OF SEPTEMBER 29, 2003

Public Works

Item 4 - Discussion and possible action regarding a Purchase Agreement between the City of Las Vegas and Smart Start Day Care, Inc. for real property and improvements on approximately .55 acres located at 1260 West Owens, APN 139-21-804-004

MINUTES – Continued:

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:10)

1-116

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this ____ day of _____, 2003, by and between City of Las Vegas a municipal corporation of the State of Nevada ("Seller") and Smart Start Day Care, Inc., a non-profit corporation authorized to do business in the State of Nevada, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land and improvements consisting of approximately .55 acres, commonly known as 1260 West Owens Avenue ("Property"). A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 139-21-804-004.

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property and improvements.

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

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

A. The purchase price (herein "Purchase Price") to be paid for the Property shall be TEN DOLLARS (\$10.00). The Purchase Price should be paid as follows:

B. At close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, TEN DOLLARS (\$10.00).

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

A. To close escrow within fifteen (15) days from the expiration of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the

Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

B. Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto and any other fees, real property taxes, special assessments and all costs associated with this transaction;

C. in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

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

A. A thirty (30) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 3 (a) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

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

5. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other

communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: Smart Start Child Care
1260 West Owens
Las Vegas, NV 89106

Copy To: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

City of Las Vegas
Department of Neighborhood Services
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

6. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

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

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

...
...

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

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Seller"

CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 9/12/03
DEPUTY CITY ATTORNEY/DATE

"Buyer"

SMART START DAY CARE, INC.

Willia M. Chaney
Willia M. Chaney, Executive
Director

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this ____ day of _____, 2003, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, _____, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this ____ day of _____, 2003, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he/she executed the above instrument.

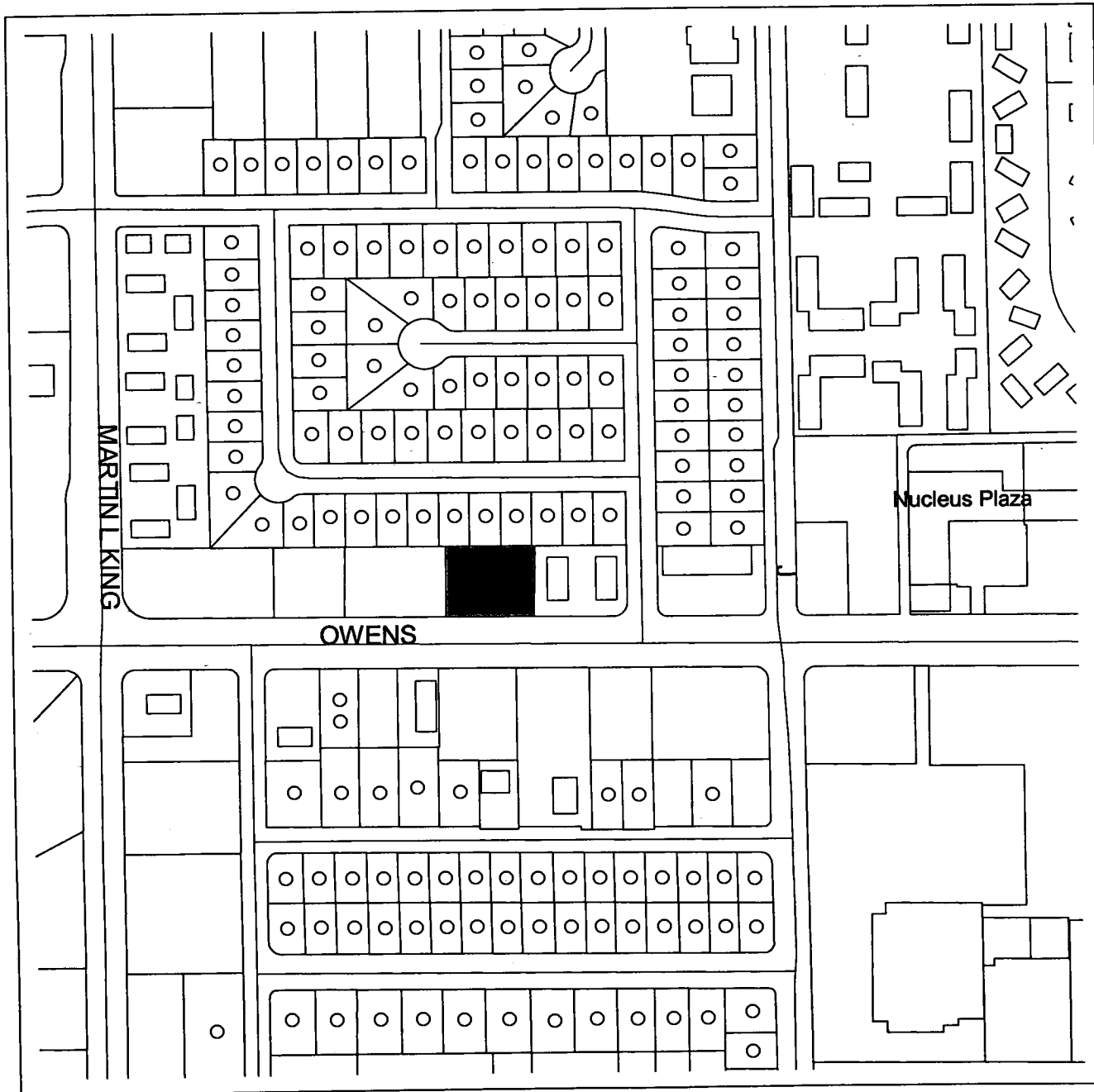
NOTARY PUBLIC, in and for said County and State

THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS ____ DAY OF _____, 2003.

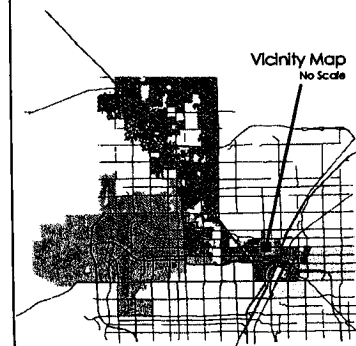
By: _____
Title: _____

EXHIBIT "A"



Site Map

- 1260 W. Owens
- Street Centerline
- Building Footprints
- City of Las Vegas 1.shp
- Parcels



Real Estate & Asset Management



Date of Data: 2003/06/27

EXHIBIT "B"
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
 (CONTINUED)

<p>Block 1 Contracting Entity (Name)</p> <p>Ethel-Willia Incorporated</p> <p>Name 1260 West Owens</p> <p>Address Las Vegas, Nevada 89106</p> <p>EIN or Social Security # 88-0-22-7780</p>	<p>Block 2 Description</p> <p>Subject: [REDACTED] Contract: [REDACTED]</p> <p>Purchase and Sale of Real Property located at 1260 West Owens</p>
---	---

Block 3 Type of Business

Individual
 Partnership
 Limited Liability Company
 Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Vera Dorsey, President	21406 Troyton Ave, Carson, Ca	310-549-8359
2.	Willie Blanche, Vice-President	1260 W. Owens	702-647-5700
3.	Ethel Burks, Treasurer	1260 W. Owens	702-647-5700
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: 0

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: Disclosure of Ownership/Principals
Date of Attached Document: 9/11/03 Number of Pages: 1

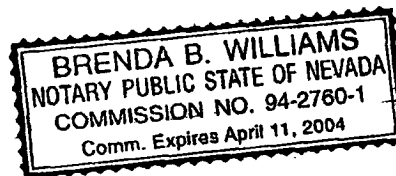
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Willia Chaney *Willia Chaney*
Name

September 11, 2003
Date

Subscribed and sworn to before me this 11
day of

September, 2003.
Brenda B. Williams
Notary Public



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: SEPTEMBER 29, 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.

(3:10)

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THE MEETING ADJOURNED AT 3:10 P.M.

Respectfully submitted:


GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
October 2, 2003