

# 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, DECEMBER 1, 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 Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)
2. Discussion and possible action authorizing staff to enter into negotiations with the Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

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.

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

211

**(Mailing required under the provisions of NRS Chapter 241)**

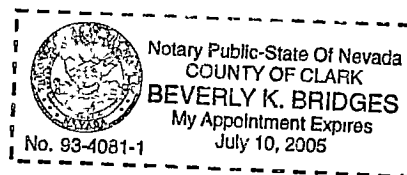
**Eva Cotton and Angela Crolli**, employees of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **21<sup>st</sup>** day of **November, 2003**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **1<sup>st</sup>** day of **December, 2003** was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Angela Colli Editor

**City Clerk**  
**DEPARTMENT**

24<sup>th</sup> day of November, 2003

  
NOTARY PUBLIC in and for said County and State





**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: DECEMBER 1, 2003**

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

**MINUTES:**

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

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

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

City Hall Plaza, Posting Board

Court Clerk's Bulletin Board, City Hall

Las Vegas Library, 833 Las Vegas Boulevard North

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

(3:03)

1-1

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 1, 2003**

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**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 Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)

**Fiscal Impact**

☐

**No Impact**

**Amount:** \$1,726,000

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**Budget Funds Available**

**Dept./Division:** Public Works/Real Estate

☐

**Augmentation Required**

**Funding Source:** City Facilities CPF Fund

**PURPOSE/BACKGROUND:**

Since 1994, the City has had a Lease Agreement with Manpower, Inc. for office space. The City now wishes to purchase the 6,400 square foot commercial building and vacant land consisting of approximately .16 and .16 acres. The City will relocate all Manpower's office equipment and machinery.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Agreement for the Purchase and Sale of Real Property

**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, advised that this is the sales agreement with Katz Family Trust to purchase the Manpower Building across the street from City Hall, along with two parcels that the Trust owns across the alley on the other side of that building for \$1.726 million. That is below the appraisal for the property. The City has

**REAL ESTATE COMMITTEE MEETING OF DECEMBER 1, 2003**

**Public Works**

Item 1 - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)

**MINUTES – Continued:**

leased all the upstairs and 2,600 square feet downstairs from Manpower since approximately 1993. The lease agreement costs the City approximately \$400,000 per year. Even at less than a \$1 per square foot, the amount adds up over a longer period of time. Staff recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04 – 3:06)

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made between **MICHAEL AND BEATRICE KATZ FAMILY TRUST BYPASS TRUST** ("Seller"), and the **CITY OF LAS VEGAS** ("Purchaser"), a municipal corporation of the State of Nevada.

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

### **1.**

#### **PURCHASE AND SALE**

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the properties commonly known as Assessor's Parcel Nos. 139-34-512-004, 139-34-512-012 and 139-34-512-014 as shown on the site maps attached hereto as Exhibits A and B (herein called the "Properties"):

### **2.**

#### **PURCHASE PRICE**

2.1 **Purchase Price.** The purchase price (the "Purchase Price") for the Properties shall be ONE MILLION, SEVEN HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$1,726,000.00) cash, and shall be paid by Purchaser to Seller at the Closing (as defined in Section 5.1), subject to the terms of this Agreement.

### **3.**

#### **CONDITIONS TO CLOSING**

##### **3.1 Evidence of Title.**

(a) **Title Commitment.** Purchaser shall receive, as soon as Escrow Agent can provide, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any leases, restrictive covenants, easements and other items listed as title exceptions therein. Seller shall disclose and provide to Escrow Agent and to Buyer, any and all information and documents related to any leases of the Properties and the current financial accounting for such leases.

(b) **Title Exceptions.** Thereafter, Purchaser shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If Purchaser declines the purchase, the parties agree to cancel escrow immediately. If Purchaser fails to disapprove of any such item by written notice to Seller and Escrow Agent within the 30-day period, Purchaser shall be deemed to have approved such item. The title exceptions listed in the Commitment for Title Insurance, which Purchaser approves or is deemed to approve pursuant to this Section 3.1, are hereinafter called the "Permitted Exceptions."

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

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

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

#### 4.

#### REPRESENTATIONS OR WARRANTIES

4.1 EXCEPT AS SET FORTH BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR EQUIPMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO

INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR WHICH MIGHT BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS ARTICLE 5 SHALL BE DEEMED TO SURVIVE THE CLOSING.

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

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

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

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

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

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

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

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

(h) Seller warrants that Beatrice Katz, trustee of Seller Trust is the sole Principal of Seller involved in this Agreement and that no other persons or entities have any financial interest of Seller herein.

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

## 5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at United Title of Nevada, Inc. through Tina Lucero (the "Escrow Agent"), on or before December 31, 2003, (the "Closing Date"), unless the parties mutually agree upon another place or date. In the event Purchaser notifies Escrow Agent of its approval of the Permitted Exceptions and of the "as is" condition of the Property prior to the expiration of the 30-day inspection period, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Purchaser to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City's Manager of the Real Estate & Assets Management Division, David Roark, or his written designee, shall have the authority to execute all documents necessary to close escrow, extend escrow, or amend or terminate this Agreement. The deed shall be in a form acceptable to the Purchaser. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide the policy of Title Insurance requested by Purchaser to the Purchaser at Close of Escrow. Escrow Agent shall record the deed to convey the Property to Purchaser and shall deliver any funds due Seller under the terms of this Agreement at Closing.

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

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Seller conveying the Properties to Purchaser subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Seller's resolutions or other documents required by Escrow Agent, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

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

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

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

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

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

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

5.5 Possession; Tenant's Moving Expenses. Possession of the Property shall be delivered to Purchaser at Closing free of all tenants except for the current ManPower Inc. of Southern Nevada tenant ("ManPower"), and subject only to the Permitted Exceptions. The Purchaser shall enter into a separate lease agreement with Manpower to permit ManPower to stay in the building, free of rent until November 1, 2004. Pursuant thereto, Manpower will be required to be responsible for all utilities as long as Manpower occupies the building. The Purchaser will be responsible for paying Manpower's moving expenses, such obligation to be set forth in the separate agreement between the Purchaser and ManPower to determine which items of office equipment will be moved at Purchaser's expense, and other provisions related thereto.

5.6 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Purchaser. All other regular escrow fees shall be divided and paid for by the parties in accordance with the usual practices in Clark County, Nevada. Each party shall pay its own attorneys' fees, if any. Seller and Purchaser warrant that no real estate broker or agent has been involved in this transaction which will require payment through this escrow, and in the event any other broker or agent asserts any claim for fees in this matter, Seller and Purchaser shall hold each other harmless from any such claim pursuant to Section 9.2 herein, and Escrow Agent is authorized to withhold the amount of any such claim from the Purchase Price pending a final resolution thereof, and proceed with the Closing.

## 6.

### DEFAULT

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

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

## 7.

### FUTURE USE

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

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

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

8.

MISCELLANEOUS

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

IF TO PURCHASER: City of Las Vegas  
c/o Real Estate & Asset Mgmt. Division  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attention: David Roark

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

IF TO SELLER: Michael And Beatrice Katz Family Trust Bypass Trust  
c/o ManPower Inc. of Southern Nevada  
Attn: Andy Katz  
8170 West Sahara  
Las Vegas, NV 89117  
(702) 386-2627 phone  
(702) 807-0306 fax

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

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.4 Amendment. Only a written instrument executed by the parties hereto may amend this Agreement.

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

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

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

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

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

8.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to

recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit, including, if applicable, the allocated cost of in-house counsel.

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

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

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

- (a) Exhibits A and B, site maps of the Properties.

PURCHASER:  
CITY OF LAS VEGAS

DATE OF EXECUTION (PURCHASER):

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Oscar B. Goodman  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk

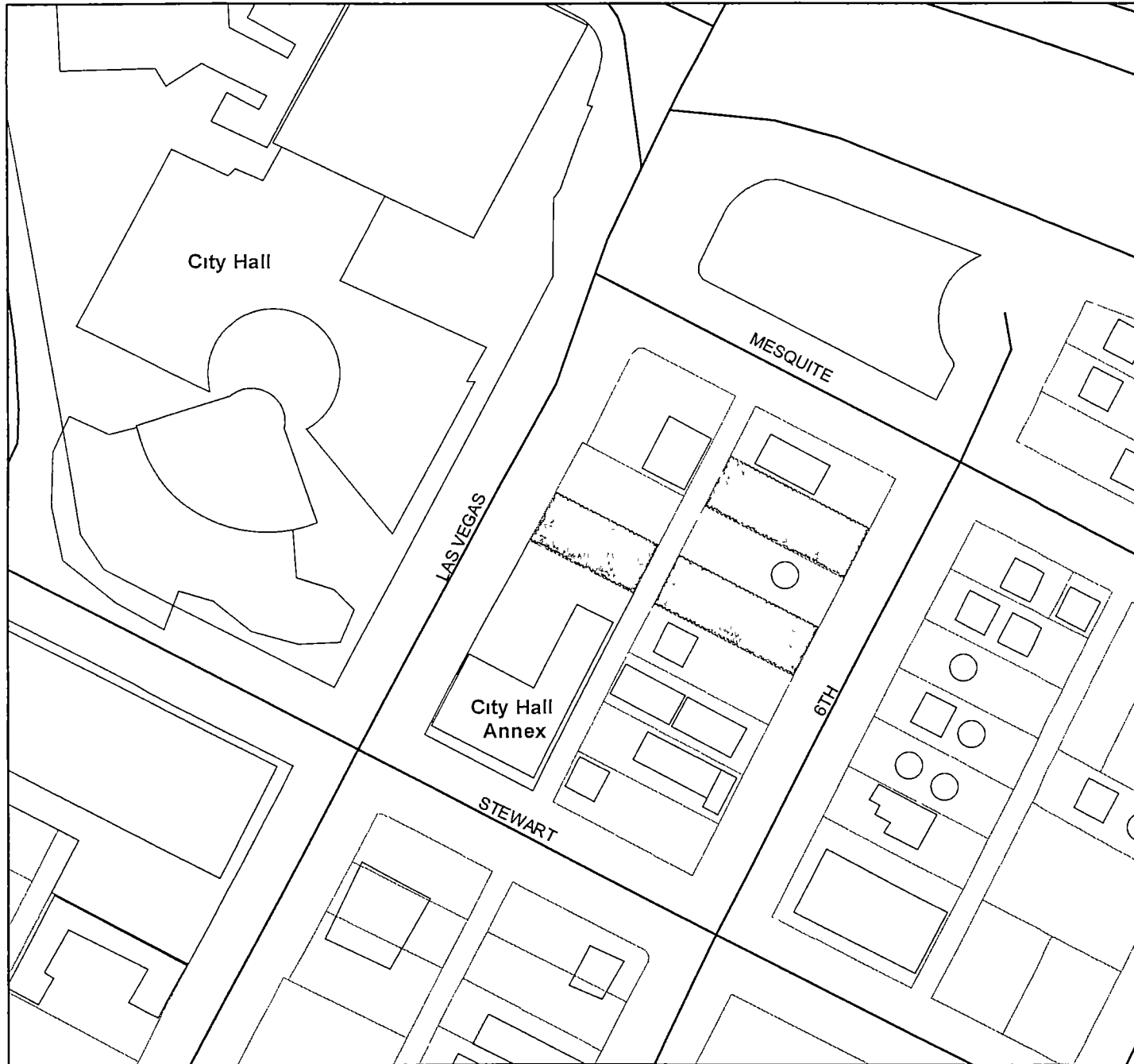
Approved as to form  
*Thomas A. Green* 11-21-03  
Deputy City Attorney Date

SELLER:  
MICHAEL AND BEATRICE KATZ FAMILY  
TRUST BYPASS TRUST

DATE OF EXECUTION (SELLER):

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Beatrice Katz, Trustee



## Site Map

### Legend

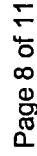
- Street Centerline
- Building Footprints
- City of Las Vegas
- Parcels
- Manpower, Inc Sites

Real Estate & Asset Mgmnt



11/07/2003

## LEGAL DESCRIPTION



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 1, 2003**

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**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: RICHARD D. GOECKE**

☐

**CONSENT**

☒

**DISCUSSION**

**SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action authorizing staff to enter into negotiations with the Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

**Fiscal Impact**

☒

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Staff received an unsolicited letter of proposal from the Community College of Southern Nevada on 10/29/03 expressing their desire to enter into a Memorandum of Understanding to develop the Community College of Southern Nevada Town Center campus. The campus will serve as a full-service community college and nursing school.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Letter from the Community College of Southern Nevada dated 10/29/03
2. Site Map

**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, explained that the City received a letter requesting negotiation for certain acreage the City holds under a Bureau of Land Management lease in Ward 6. Staff is seeking permission to enter into negotiations for those 60 acres of land, less the planned roadways dissecting the land. In addition, the negotiations will be impacted by that portion of the land the City has nominated for auction. It is anticipated that

REAL ESTATE COMMITTEE MEETING OF DECEMBER 1, 2003

Public Works

Item 2 - Discussion and possible action authorizing staff to enter into negotiations with the Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

**MINUTES – Continued:**

after construction in the area there will be approximately 30 acres of useable land. Staff would bring back any contract for consideration by the Committee. COUNCILMAN WEEKLY questioned the College's intent for the land. MR. ROARK stated that there was an indication that it might be for a nurse training facility, administrative buildings and other school activities. It appears that the uses will be centered on the medical field.

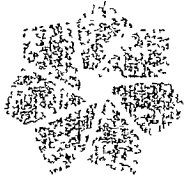
COUNCILMAN WEEKLY confirmed with MR. ROARK that the City is not paying any lease payments to the Bureau of Land Management beyond the \$100 application fee. If an agreement were reached, the two entities would enter into an Interlocal. MR. ROARK added that he would recommend against releasing the land in case the project did not go forward and to incorporate a reversionary clause for it to return to the City in that event. An Interlocal would simply allow the College to work another lease with BLM. It would be critical to take into consideration all the roadways planned for south of the property and the commercial development already under way.

COUNCILMAN WEEKLY discussed with MR. ROARK that the existing BLM lease allows the City the flexibility to allow another government entity to utilize the land held under the City's lease. However, the City would have to have the land reverted in case the College project did not go forward. DEPUTY CITY ATTORNEY PONTICELLO pointed out that the City would have to comply with BLM regulations for any of the activities described.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:12)



**COMMUNITY  
COLLEGE OF  
SOUTHERN  
NEVADA**

**SITE PLANNING & CONSTRUCTION MANAGEMENT**

**WEST CHARLESTON CAMPUS**

6375 W CHARLESTON AVENUE - W4D

LAS VEGAS, NEVADA 89146-1164

PHONE (702) 651-7400 -- FAX (702) 651-7471

October 29, 2003

Mr. David Roark  
Real Estate and Asset Manager  
City of Las Vegas  
400 Stewart Avenue, 4th Floor  
Las Vegas, NV 89101-2986

RE: Memorandum of Understanding  
Community College of Southern Nevada, Centennial Hills Campus

2003 OCT 30 A 10:54  
CITY OF LAS VEGAS  
PUBLIC WORKS  
REAL ESTATE

Dear Mr. Roark:

The Community College of Southern Nevada respectfully requests to enter into a Memorandum of Understanding for a public project, the Community College of Southern Nevada Centennial Hills Campus, to be located on 60 acres of City of Las Vegas property at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, in the Centennial Hills area of Las Vegas.

As you know, the Community College of Southern Nevada is the fastest growing post-secondary institution in Nevada, currently serving a student population of over 30,000. CCSN intends to develop the Centennial Hills campus as a full-service community college, to include in its initial phase a nursing school, as well as class offerings relevant to the fast growing Northwest Las Vegas community.

Master planning will commence immediately upon completion of a Memorandum of Understanding, including design for necessary on-site infrastructure and the initial nursing school facility. We would expect construction to begin on campus facilities within 18 months.

We would like to be placed on the December 3<sup>rd</sup> City Council agenda to begin the Memorandum of Understanding process, and hope to be completed within the following 30 days to accommodate our timeline.

Sincerely,

Bob Gilbert  
Director, Site Planning and Construction Management



**REAL ESTATE COMMITTEE AGENDA**  
**REAL ESTATE COMMITTEE MEETING OF: DECEMBER 1, 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.

(3.12)

1-248

**THE MEETING ADJOURNED AT 3:12 P.M.**

Respectfully submitted:

  
GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK  
December 31, 2003