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
TUESDAY, FEBRUARY 17, 2004
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 four Easements between the City of Las Vegas and Woodside Homes for portions of Parcel Numbers 161-15-501-002, 161-15-602-001 and 161-15-702-001 located in the vicinity of Desert Inn Road and Hollywood Boulevard ($836,777 - Sanitation Fund) - Clark County (near Ward 3 - Reese)

2. Discussion and possible action regarding an Odor Easement from the City of Las Vegas to the Board of County Commissioners of Clark County, Nevada, of consent by the Clark County Water Reclamation District pertaining to Parcel Number 161-10-401-004 located in the vicinity of Desert Inn Road and Hollywood Boulevard - Clark County (near Ward 3 - Reese)

3. Discussion and possible action regarding proposed relocation of the U.S. Post Office from 301 Stewart Avenue (APN #139-34-501-006) to a new site at 201 Las Vegas Boulevard South (southeast corner of Carson and Las Vegas Boulevard South) (APN #139-34-611-050) and authorize the City Manager to execute a release of the U.S. Postal Service and/or General Services Administration from the remaining lease term ($10 - Industrial Fund) - Ward 5 (Weekly)

4 Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property between Priority One Commercial (on behalf of the City of Las Vegas) and Martin and Sharon Parelman and Gary Menkel for real property located at 408 North 7th Street and 400 North 7th Street, Parcel Numbers 139-34-512-037 and -038 for $550,000 plus closing costs (City Facilities Capital Project Fund) - Ward 5 (Weekly)

5. Discussion and possible action regarding an amendment to the Real Property Purchase and Sale Agreement between the City of Las Vegas and SDMI Northwest, LLC, a Nevada Limited Liability Company, on land in the Las Vegas Technology Center - Ward 4 (Brown)

6. Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Doug Ah (U.S.A.) Inc for real property located at 651 East Mesquite Avenue, 311 and 333 North 7th Street, 620 and 632 Stewart Avenue ($683,060 + closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

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

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

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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **February, 2004,** 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 **17th** day of **February, 2004,** 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.

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

10th day of Feb, 2004

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
VICKY DARLING
My Appointment Expires
May 22, 2006
No. 94-0080-1

AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Sharon Kuhns and Paula Clark, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **10th** day of **February, 2004** at the hour of **3:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **17th** day of **February, 2004,** Las Vegas, Nevada, to be posted on Public Bulletin Boards at the following locations:

1. Las Vegas Library, 833 Las Vegas Blvd.
2. Grant Sawyer Building, 555 S Grand Central Parkway
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office),
5. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).

Sharon Kuhns Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

10th day of Feb, 2004

Vicky Darling
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
VICKY DARLING
My Appointment Expires
May 22, 2006
No. 94-0086-1

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

- CALL TO ORDER

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS (arrived at 3:04 p.m.), REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, and DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER

ANNOUNCEMENT MADE – Meeting 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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

(3:02)

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [ ] **CONSENT** [X] **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding four Easements between the City of Las Vegas and Woodside Homes for portions of Parcel Numbers 161-15-501-002, 161-15-602-001 and 161-15-702-001 located in the vicinity of Desert Inn Road and Hollywood Boulevard ($836,777 - Sanitation Fund) - Clark County (near Ward 3 - Reese)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $836,777
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:** Sanitation Fund

PURPOSE/BACKGROUND:
On 2/5/03, Council authorized staff to negotiate with Woodside Homes for land needed by the City's Waste Water Treatment Plant to construct a 96" pipeline. The land needed required Woodside to redesign an already developed Residential Site Plan. They lost many home site lots and portions of streets. We have now reached an agreement for the purchase and exchange of Easements needed by both parties and completed the Final Plat Map. Additionally, CLV is to remit the industry's standard 1% finder's fee associated with the project.

RECOMMENDATION:
Staff recommends approval to purchase an Easement and Rights-of-Way Grant from Woodside Homes and to issue Woodside Homes three Easements and receive credit against the total purchase price in the same square footage price increments.

BACKUP DOCUMENTATION:
1. Four Easements
2. August 8, 2003 letter
3. August 11, 2003 letter
4. Fee Invoice
5. Site map
6. Disclosure

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

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 17, 2004
Public Works
Item 1 – Discussion and possible action regarding four Easements between the City of Las Vegas and Woodside Homes for portions of Parcel Numbers 161-15-501-002, 161-15-602-001 and 161-15-702-001 located in the vicinity of Desert Inn Road and Hollywood Boulevard ($836,777 - Sanitation Fund)

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this matter concerns an easement the City is purchasing in order for the Wastewater Treatment Plant to construct the 96" pipeline to Lake Mead. Lots and streets had to be redesigned, but it saved the City a considerable amount of money in the long term He recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:02 – 3:03)

A.P.N. 161-15-501-002

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **WOODSIDE HOMES**, Party of the Second Part, hereinafter known as the **GRANTEE.**

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of constructing conduit and water lines, operation and maintenance, repair, renewal, reconstruction and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;

2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described above in a neat, safe and clean condition; and

...

...

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 2004.

_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas L. Green 2-3-04
DEPUTY CITY ATTORNEY DATE

...
...

2/18/04 Item #____

A.P.N. 161-15-501-002

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

_____
Notary Public

_____
Notary Seal/Stamp

APN 161-15-501-002

CITY OF LAS VEGAS

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY "GRANT, BARGAIN, SALE DEED" TO THE CITY OF LAS VEGAS RECORDED DECEMBER 10, 1987 IN BOOK 871210 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 00547, LYING WITHIN THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15,

THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°41'23" WEST, 1622.86 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY "RIGHT-OF-WAY GRANT", FOR THE LAS VEGAS WASH FLOOD CHANNEL, TO CLARK COUNTY RECORDED MAY 22, 1987 IN BOOK 870522 OF OFFICIAL RECORDS AS DOCUMENT NUMBER ;

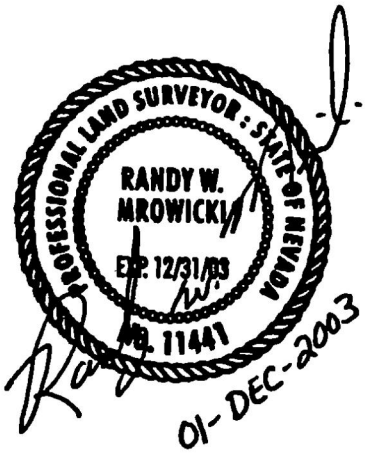
THENCE DEPARTING SAID NORTH LINE OF SECTION 15 AND ALONG SAID SOUTHWESTERLY LINE OF LAS VEGAS WASH, SOUTH 20°54'08" EAST, 53.41 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF LAS VEGAS WASH, SOUTH 20°54'08" EAST, 32.05 FEET;

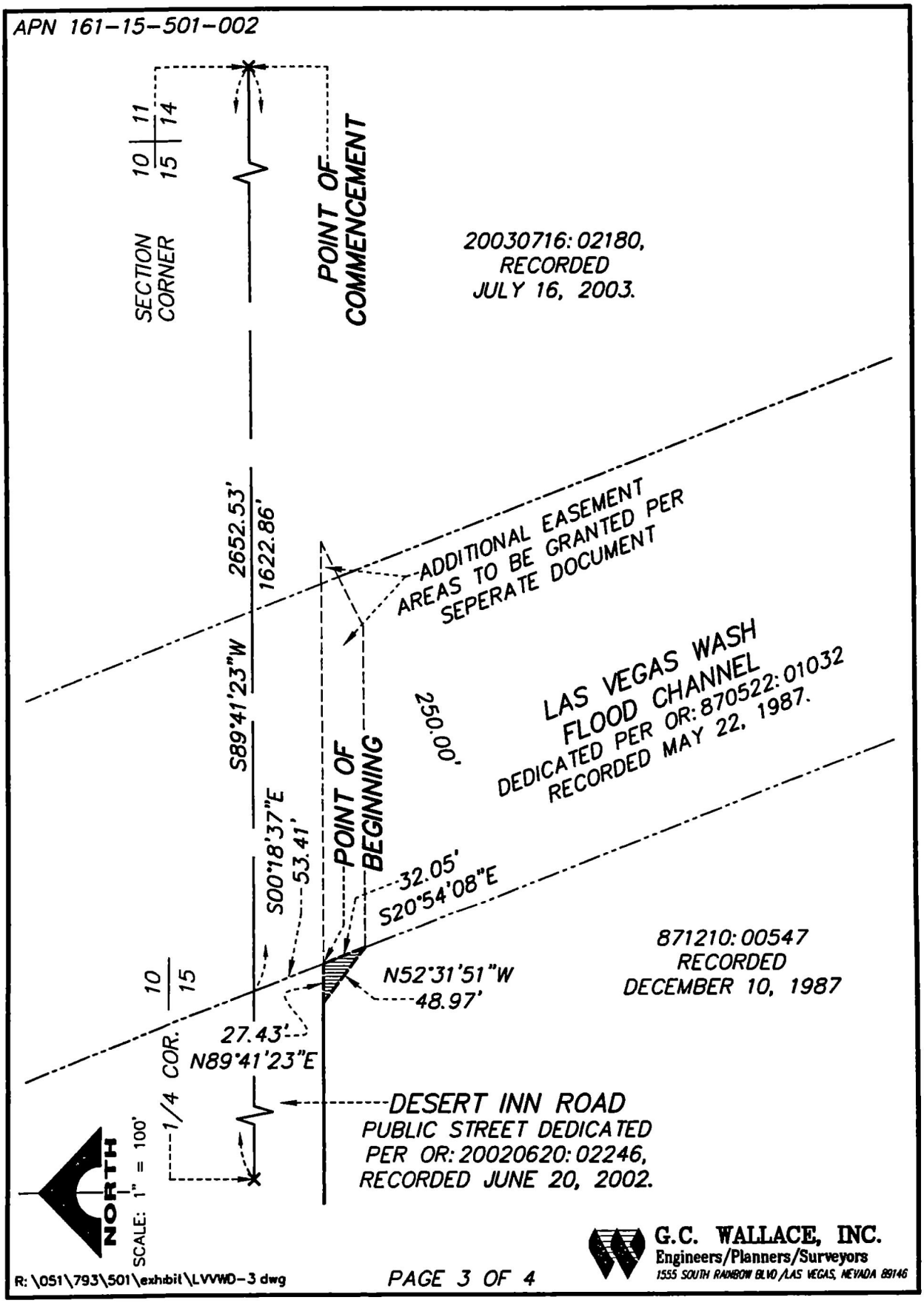
THENCE DEPARTING SAID SOUTHWESTERLY LINE OF LAS VEGAS WASH, NORTH 52°31'51" WEST, 48.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DESERT INN ROAD AS DEDICATED BY "DEED" TO CLARK COUNTY RECORDED JUNE 20, 2002 IN BOOK 20020620 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 02246;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF DESERT INN ROAD, NORTH 89°41'23" EAST, 27.43 FEET TO THE **POINT OF BEGINNING,** BEING A POINT ON THE AFOREMENTIONED SOUTHWESTERLY LINE OF LAS VEGAS WASH.

CONTAINING 416 SQUARE FEET.



RANDY W. MROWICKI PLS 11441
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146



R:\051\793\501\exhibit\LVVWD-3.dwg

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

A.P.N. 161-15-702-001

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **WOODSIDE HOMES**, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction of a drainage channel and operation, maintenance, repair, renewal, reconstruction and appurtenances and with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;

2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described above in a neat, safe and clean condition; and

...

...

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 2004.

_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 2-3-04
DEPUTY CITY ATTORNEY DATE

...
...

2/18/04 Item #____

A.P.N. 161-15-702-001

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

_____
Notary Public

_____
Notary Seal/Stamp

APN #161-15-702-001

EXPLANATION: THIS LEGAL DESCRIBES A DRAINAGE EASEMENT IN SUPPORT OF THE "RIVERWALK UNIT 1" PROJECT.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 15;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, NORTH 89°37'05" WEST, 50.00 FEET TO THE **POINT OF BEGINNING;**

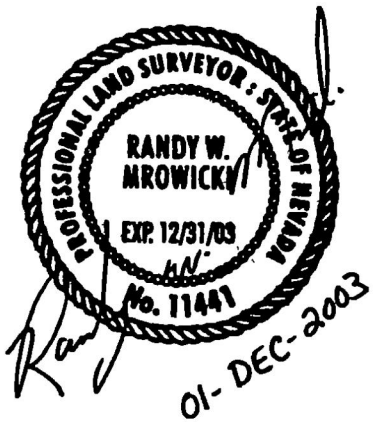
THENCE DEPARTING SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, SOUTH 00°04'58" WEST, 50.00 FEET;

THENCE NORTH 89°37'05" WEST, 256.77 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LAS VEGAS WASH AS SHOWN BY MAP THEREOF ON FILE IN FILE 61, PAGE 35 OF SURVEYS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAS VEGAS WASH, NORTH 20°54'08" WEST, 53.66 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15;

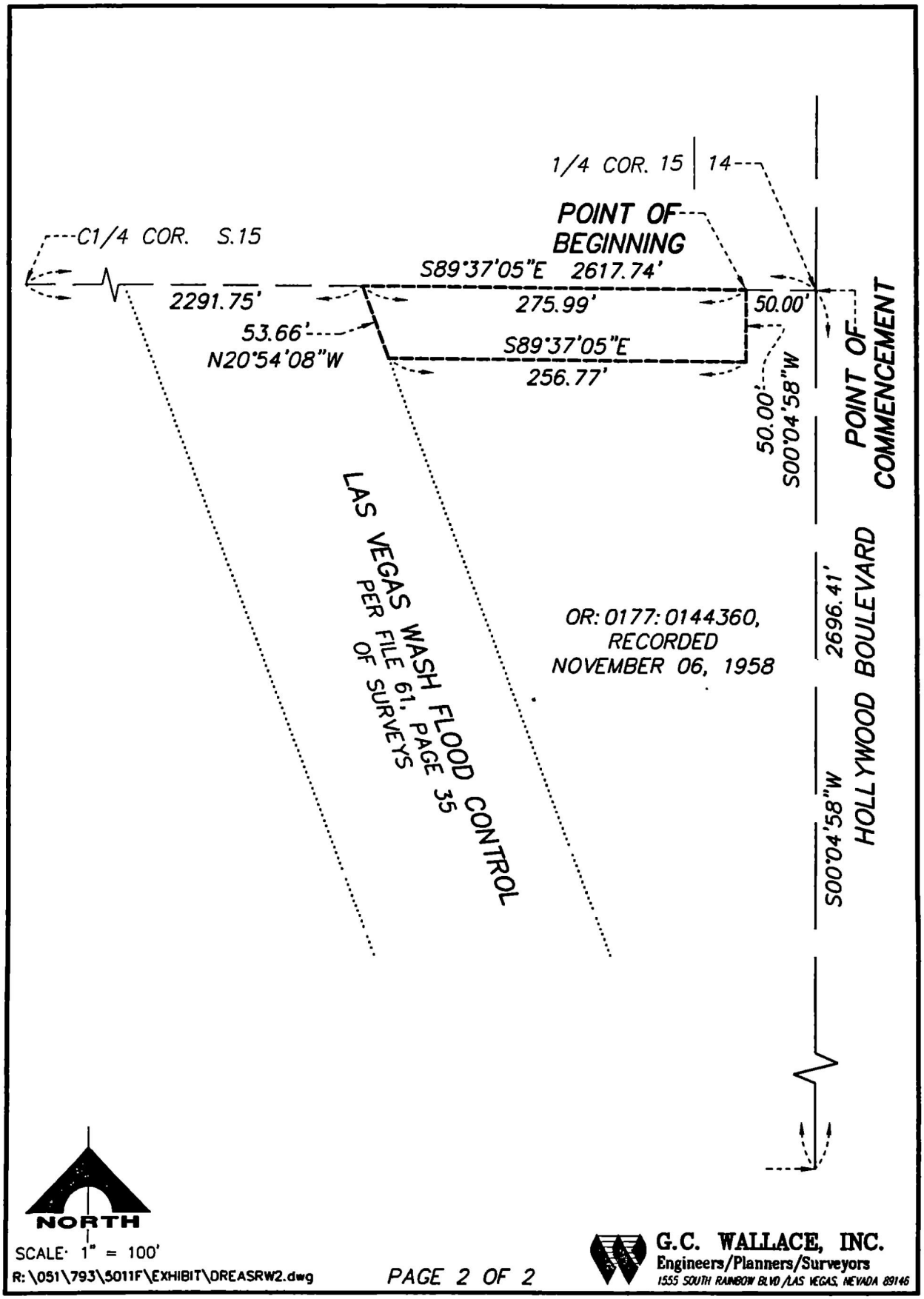
THENCE ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, SOUTH 89°37'05" EAST, 275.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 13,319 SQUARE FEET.



RANDY W. MROWICKI PLS 11441
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 891

APN #161-15-702-001



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

A.P.N. 161-15-702-001

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **WOODSIDE HOMES**, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction of a access area and operation, maintenance, repair, renewal, reconstruction and appurtenances for pavement with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;

2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described above in a neat, safe and clean condition; and

...

...

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 2004.

_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 2-3-04
DEPUTY CITY ATTORNEY DATE

...
...

2/18/04 Item #____

A.P.N. 161-15-702-001

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

_____
Notary Public

_____
Notary Seal/Stamp

APN #161-15-702-001

EXPLANATION: THIS LEGAL DESCRIBES AN ACCESS EASEMENT IN SUPPORT OF THE "RIVERWALK UNIT 1" PROJECT.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 15;

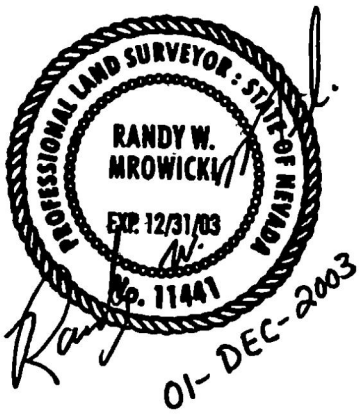
THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, SOUTH 00°04'58" WEST, 309.04 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, NORTH 89°55'02" WEST, 50.00 FEET;

THENCE NORTH 00°04'58" EAST, 309.30 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED SOUTHEAST QUARTER (SE 1/4) OF SECTION 15;

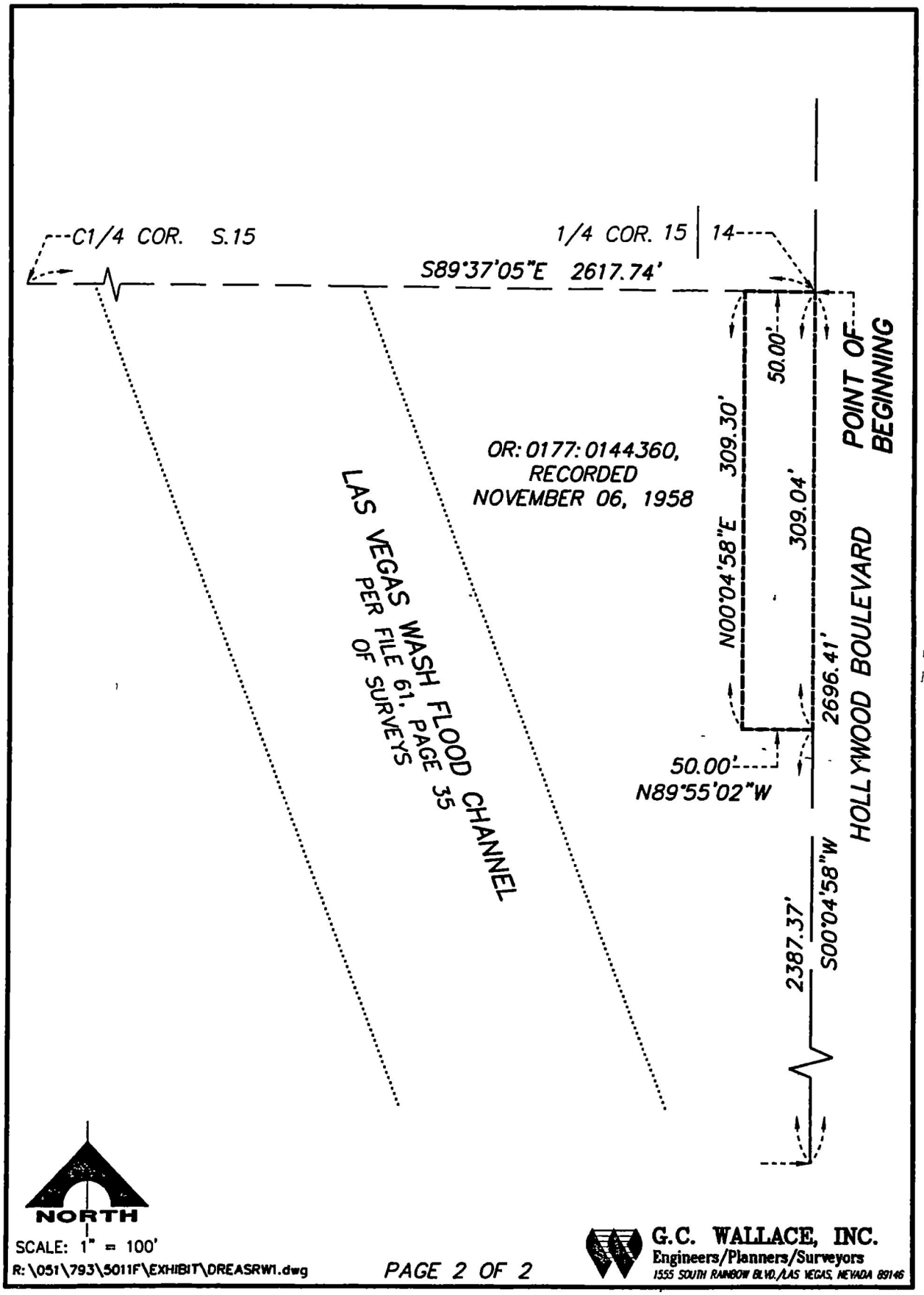
THENCE ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, SOUTH 89°37'05" EAST, 50.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 15,458 SQUARE FEET.



RANDY W. MROWICKI PLS 11441
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146

APN #161-15-702-001



PAGE 2 OF 2

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

A.P.N. 161-15-602-001

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

WOODSIDE HOMES

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada, Party of the Second Part, hereinafter known as the **GRANTEE.**

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of ONE dollar and 00/100 cents ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction of a 96" pipeline and operation, maintenance, repair, reconstruction and appurtenances for pavement, landscaping, fencing, irrigation and wet and dry utilities with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;

2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described above in a neat, safe and clean condition; and

2/18/04 Item #____
A.P.N. 161-15-602-001

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 2004.

_____
Jim Foltz, Senior Vice President
WOODSIDE HOMES

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

_____
Notary Public

_____
Notary Seal/Stamp

APN #161-15-602-001

EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES THE PROPOSED CITY OF LAS VEGAS PARCEL AT THE RIVERWALK PROJECT. THIS LEGAL IS PROVIDED FOR CONVENIENCE PURPOSES AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE PRIOR TO FULL COMPLIANCE WITH PROVISIONS OF N.R.S. CHAPTER 278.

LEGAL DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY "GRANT, BARGAIN, SALE DEED" RECORDED JULY 16, 2003 IN BOOK 20030716 OF OFFICIAL RECORDS AS INSTRUMENT NO. 02180 IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF SECTION 15;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF SECTION 15, NORTH 89°37'05" WEST, 272.33 FEET TO THE **POINT OF BEGINNING**;

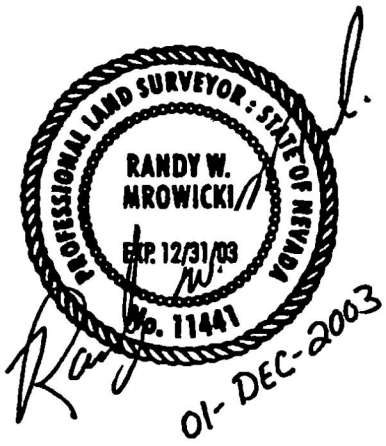
THENCE CONTINUING ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4), NORTH 89°37'05" WEST, 53.66 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY "GRANT, BARGAIN, SALE DEED" TO CLARK COUNTY RECORDED OCTOBER 10, 1989 IN BOOK 891003 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00324;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 20°54'08" WEST, 1425.85 FEET;

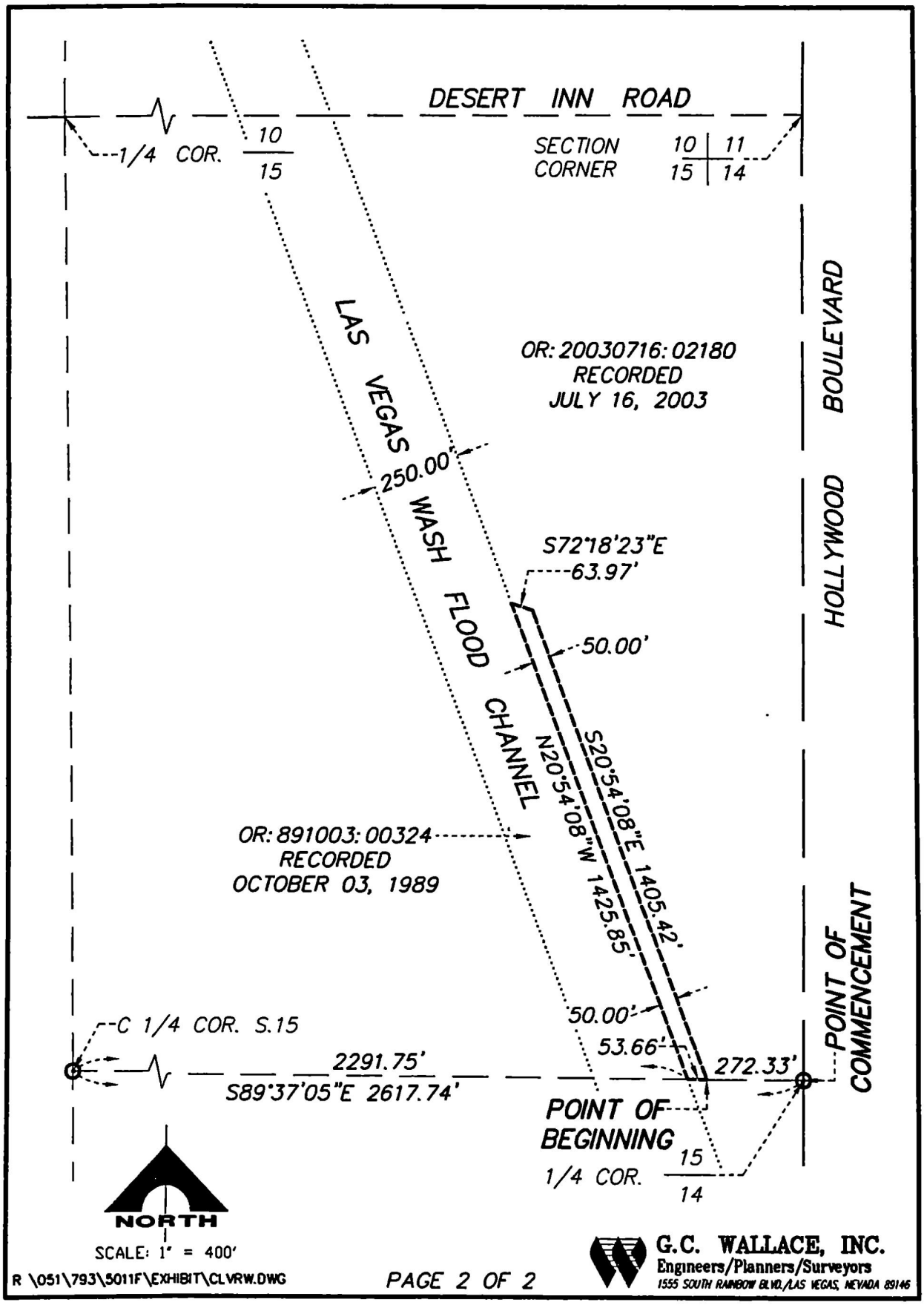
THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 72°18'23" EAST, 63.97 FEET;

THENCE SOUTH 20°54'08" EAST, 1405.42 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 70,782 SQUARE FEET.



RANDY W. MROWICKI PLS 11441
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146



R \051\793\5011F\EXHIBIT\CLVRW.DWG

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

FILE

August 8, 2003

Jim Foltz, Sr. Vice President
Woodside Homes
3855 S. Jones Boulevard, Suite 102
Las Vegas, NV 89103

Re: Easements (Section 15 – Hollywood Boulevard/Desert Inn Road)

Dear Mr. Foltz:

This letter is to serve as a follow-up of our meeting on August 6, 2003, and is to confirm that the City intends to sell to Woodside Homes a drainage easement along the north portion of the City owned parcel, APN 161-15-702-001, as well as an access easement along a portion of the east boundary of that same parcel.

In addition, the City will be purchasing from Woodside Homes an easement running parallel along the Las Vegas Wash on a portion of APN 161-15-602-001.

If you are in agreement with this written understanding, please acknowledge by signing below and returning an original signed copy to me. I will then proceed with drafting a contract, and move forward with the procedure of presenting this item to our City Council for their approval.

If you have any questions or concerns, please contact me at 229-1021.

Sincerely,

David R. Roark, Manager
Real Estate & Asset Management

DR/lsm

ACKNOWLEDGMENT:

Jim Foltz, Senior Vice President
Woodside Homes

9-29-03
Date

MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 OCT -6 P 3:13

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

VOICE 702.229.6011
TTY 702.386.9108

FILE

August 11, 2003

Jim Foltz, Sr. Vice President
Woodside Homes
3855 S. Jones Boulevard, Suite 102
Las Vegas, NV 89103

Re: Easements

Dear Mr. Foltz:

I have discussed the access easement area with the manager of the City's wastewater treatment plant and with our right-of-way supervisor. Both conveyed to me that they want to be paid for the whole area. With that consideration in mind, the resulting payment would transpire.

The City will pay $175,000 per acre for the land, plus $34,118 for lost profit on each lot that will be lost from the development. Currently, we have established the acreage to be approximately 1.69 acres and the total number of lots lost would be 19. This calculates as follows:

$175,000 x 1.69 acres	=	$295,750
$ 34,118 x 19 lots	=	$648,242
Total City owes	=	$943,992

Woodside would pay $175,000 per acre for the land it needs from the City for drainage and access easements. Currently, we have established the acreage to be approximately .66 acres, or 28,782 square feet. This calculates as follows:

$175,000 x .66 acres	=	$115,500
Total Woodside owes	=	$115,500

Thus, the net payment the City will render to Woodside for the easement will be:

$943,992 - $115,500	=	**$828,492**

If you are in agreement with this, please sign below and return so that I may proceed with drafting of the contract.

Sincerely,

David Roark, Manager
Real Estate & Asset Management

DR/lsm

ACKNOWLEDGMENT:

9-29-03
Jim Foltz, Woodside Homes Date

MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 OCT -6 P 3:13

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

VOICE 702.229 6011
TTY 702.386.9108

Mr. Paul Kenner
PO Box 31299
Las Vegas, NV 89173
(702) 528-7504 phone
(702) 263-7200 fax

INVOICE

INVOICE NO: 02032004-1
DATE: February 3, 2004

To:
City of Las Vegas
Public Works/Real Estate
400 Stewart Ave/4th Floor
Las Vegas, NV 89101

SALESPERSON	DATE SHIPPED	SHIPPED VIA	TERMS
Paul Kenner	2/3/04	HAND DELIVERED	**UPON RECEIPT**

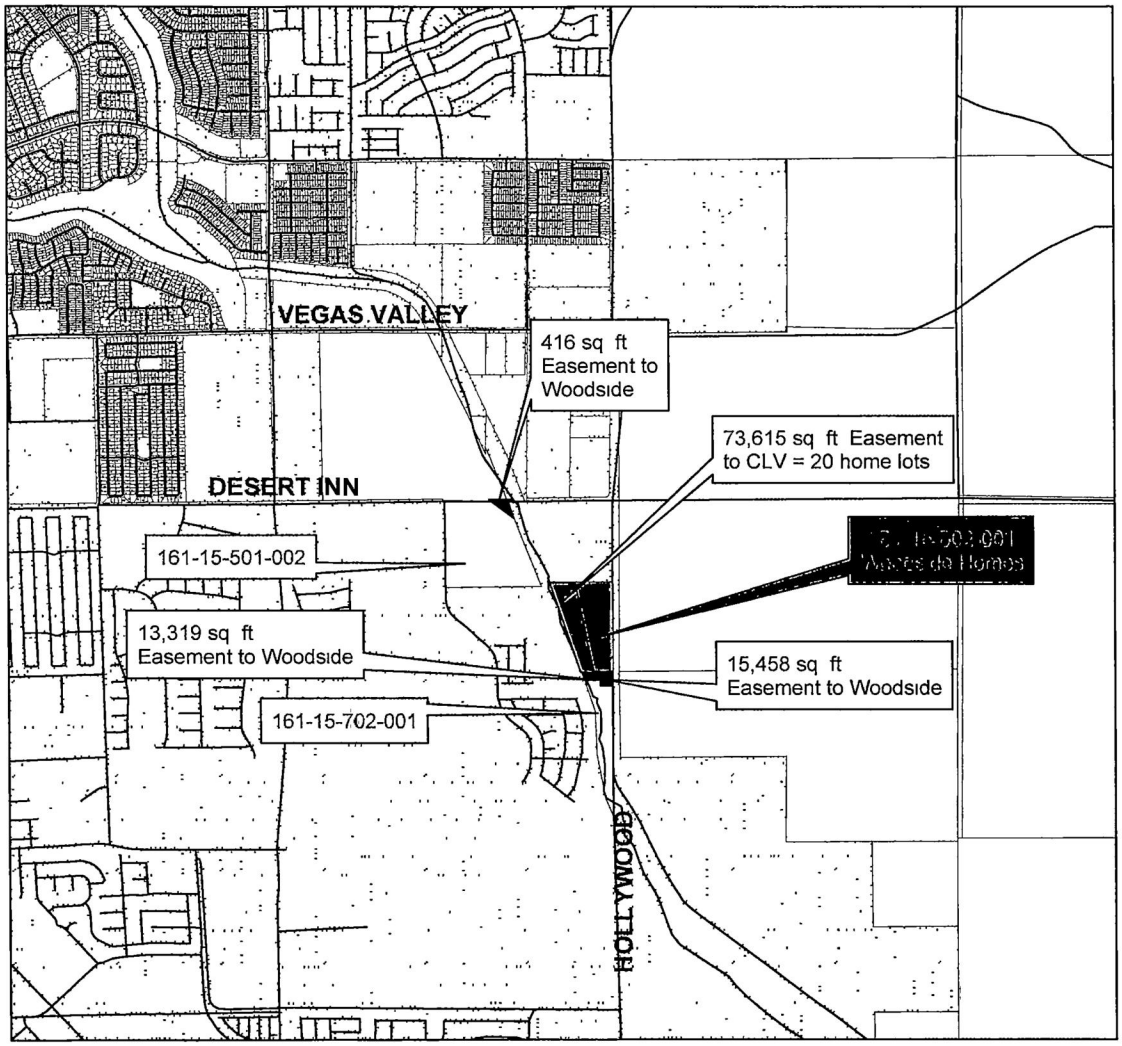
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1% Industry Standard Finder's Fee*	$8,285	$8,285
*	As associated with Four Easements between the City of Las Vegas and Woodside Homes for consideration by City Council 2/18/04 (see attached acreage calculation totaling $828,492)		
		SUBTOTAL	$8,285
		TOTAL DUE	$8,285

Please make your check payable to Mr. Paul Kenner.

If you have any questions concerning this invoice, call: (702) 528-7504

THANK YOU!

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 FEB -4 A 8:39



Site Map

Legend

- Street Centerline
- City of Las Vegas
- USA
- Parcels
- County

Real Estate & Asset Mgmnt

N

1/21/2004

f\depot\eng mtg\re\arc 8\ym\Woodside Easements

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity (Name)
	Woodside Homes of Nevada, Inc.
Name	Jim Foltz
Address	3855 South Jones Blvd. Suite 102 Las Vegas, NV 89103

Block 2	Description
	Subject Matter of Contract/Agreement: Easements w/City of Las Vegas

EIN or Social Security # ___-___-___-___ Tax ID # 87-0458524

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 wel as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Woodside Group, Inc. 100%	39 East Eagle ride Drive #102 N. Salt Lake City, UT 84054	(801) 229-6700
2.	Woodside Homes of Nevada Inc Officers:		
3.	Ezra Nilson - Director	3855 S. Jones Blvd. #102 Las Vegas NV 89103	(702) 889-7800
4.	Gene Morrison - President	"	"
5.	Jim Foltz - Sr. Vice President	"	"
6.	Clay Packer - Treasurer	"	"
7.	Wayne Farnsworth - Secretary	"	"
8.	Tom Harris - Asst. Secretary	"	"
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

2-05-04
Date

Subscribed and sworn to before me this 05 day of February, 2004.

Regina Bates
Notary Public

Notary Public - State of Nevada
County of Clark
REGINA BATES
My Appointment Expires
October 3, 2005
No: 01-71248-1

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [ ] **CONSENT** [X] **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Odor Easement from the City of Las Vegas to the Board of County Commissioners of Clark County, Nevada, of consent by the Clark County Water Reclamation District pertaining to Parcel Number 161-10-401-004 located in the vicinity of Desert Inn Road and Hollywood Boulevard - Clark County (near Ward 3 - Reese)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
This Easement will allow the City of Las Vegas to gain the Certificate of Occupancy pertaining to the Waste Water Treatment Plant expansion.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Odor Easement

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, reported that Clark County is requiring this Odor Easement from the Wastewater Treatment Plant for its new building in order to issue a Certificate of Occupancy. He recommended approval.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:03 – 3:04)

ODOR EASEMENT

APN 161-10-401-004

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF LAS VEGAS, GRANTOR, in consideration of approval by the Board of County Commissioners of Clark County, Nevada (COUNTY), of consent by Clark County Water Reclamation District, (DISTRICT), to expansion of the GRANTOR's Water Pollution Control Facility on the land hereinafter described within One mile of the COUNTY's Advanced Wastewater Treatment Plant (the "AWT Plant") and within One mile of the sewage treatment plant owned, operated and maintained by DISTRICT, (the "Treatment Plant"), payment by DISTRICT to GRANTOR of the sum of $1 and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby grant and convey unto the DISTRICT a perpetual easement and right-of-way for the passage of odoriferous air generated at, emitted by or emanating from the AWT Plant or from the Treatment Plant, or from both, over, across and upon that land located in Clark County, State of Nevada, which is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

hereinafter called the "LAND."

This Odor Easement is for the benefit of and appurtenant to that land situated in the County of Clark, State of Nevada, upon which is located the Treatment Plant, which is more particularly described as follows:

> The North One-Half (N-1/2) of Section 22, Township 21 South, Range 62 East, M.D.B.&M., and the East 184 feet of the North One-Half (N-1/2) of Section 21, Township 21 South, Range 62 East, M.D.B.&M.;

and for the benefit of and appurtenant to that land, situated in the County of Clark, State of Nevada, upon which is located the AWT Plant, which is more particularly described as follows:

> The Northwest Quarter (NW-1/4) and the West One-Half (W-1/2) of the Northeast Quarter (NE-1/4) and the Southeast Quarter (SE-1/4) of the Northeast Quarter (NE-1/4) of Section 23, Township 21 South, Range 62 East, M.D.B.&M., and the South One-Half (S-1/2) of the Southwest Quarter (SW-1/4) of Section 14, Township 21 South, Range 62 East, M.D.B.&M.

GRANTOR Hereby declares that it realizes that it is foreseeable that injuries to persons, including as examples only and not as limitations on the types of injuries which are foreseeable, headaches, bronchial spasms, nausea, loss of appetite, loss of sleep, mental anguish, distress, anxiety, shock, grief and mortification, and damage to property, including as an example only and not as a limitation, reduction in market value may arise or result from the passage of odoriferous air generated at, emitted by or emanating from the AWT Plant or from the Treatment Plant, or from both, across, over and upon the LAND.

GRANTOR does hereby consent for it and for its successors and assigns to the passage of odoriferous air generated at, emitted by or emanating from the AWT Plant or from the Treatment Plant or from both, across, over and upon the LAND and does hereby agree for it and for its successors and assigns to save harmless and indemnify the DISTRICT from any and all liability, losses, damages, claims, demands, costs and expenses whatsoever for injury to or death of any person whomsoever or loss or destruction of or damage (including reduction in value) to any property whatsoever based upon, arising out of or resulting from the passage of odoriferous air generated at,

emitted by or emanating from the AWT Plant or from the Treatment Plant, or from both, over, across or upon the LAND, but not passed the boundaries of the Land.

GRANTOR for it and for its successors and assigns hereby waives, releases and covenants never to prosecute any action or suit in law or equity or any claim or demand against the DISTRICT for any liability, loss, damage, costs, fees or expenses whatsoever for injury to or death of any person whomsoever or loss or destruction of or damage (including reduction in value) to any property whatsoever, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future based upon, arising out of or resulting from the passage of odoriferous air generated at, emitted by or emanating from the AWT Plant or from the Treatment Plant, or from both, over, across or upon the LAND. This covenant shall run with the LAND and shall be binding upon GRANTOR and its successors and assigns for so long as the DISTRICT continues to operate or maintain the AWT Plant or the Treatment Plant.

If any paragraph, sentence, clause, phrase or word in this Odor Easement is for any reason held to be against public policy, unconstitutional, invalid, ineffective or otherwise unenforceable by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Odor Easement. GRANTOR declares that it would have included each paragraph, sentence, clause, phrase and word of this Odor Easement irrespective of the inclusion, exclusion, validity or enforce ability of any other.

CITY OF LAS VEGAS

APPROVED AS TO FORM:
Thomas R. Green 1-28-04
Date

_____
By: Oscar B. Goodman, Mayor

STATE OF NEVADA)
)
COUNTY OF CLARK)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public, in and for said County and State, Oscar B. Goodman who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

_____
NOTARY PUBLIC
Commission Expires_____

RETURN TO:
Clark County Water Reclamation District
5857 E Flamingo Road
Las Vegas, NV 89122

MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
DOUGLAS A. SELBY

Legal Description
Water Pollution Control Facility
139.952 acres more or less
January 6, 2004

The following describes the parcel of land situate within the south half (S½) of Section 10, Township 21 South, Range 62 East, M.D.M., Clark County, Nevada, and being more particularly described as follows:

Commencing at the west quarter (W¼) corner of Section 10 and proceeding along the east-west centerline of said section, being also the centerline of Vegas Valley Drive, South 89°46'36" East, 775.06 feet;

Thence departing said centerline and proceeding South 0°28'56" East, 33.75 feet to a point on the south right-of-way line of Vegas Valley Drive, the POINT OF BEGINNING.

Thence along said south right-of-way line the following three courses:

1. South 89°46'36 East, 999.64 feet;
2. South 0°13'24" West, 6.25 feet;
3. South 89°46'36 East, 699.28 feet to a point on the west right-of-way line of the Las Vegas Wash;

Thence along said right-of-way line the following four courses:

1. South 25°39'20" East, 2104.97 feet;
2. North 0°45'36" East, 53.29 feet;
3. 254.88 feet along the arc of a curve concave southwesterly from a tangent which bears South 24°26'04" East, having a central angle of 3°39'03" and a radius of 4000.00 feet;
4. South 20°47'01" East, 579.37 feet to a point on the north right-of-way line of Desert Inn Road.

Thence along said right-of-way line the following two courses:

1. South 89°48'34" West, 1010.35 feet;
2. South 89°45'32" West, 1881.91 feet.

Thence departing said line and proceeding North 0°28'56" West, 2645.32 feet along a line that is parallel with and 775 feet east of the west line of the southwest quarter of said Section 10 to the TRUE POINT OF BEGINNING.

The above described parcel contains an area of 139.952 acres of land, more or less.

BASIS OF BEARINGS

The south line of the southeast quarter (SE¼) of Section 15, Township 21 South, Range 62 East, M.D.M., bears North 89°09'58" West as shown on File 61 of Surveys, Page 35, Clark County, Nevada records.

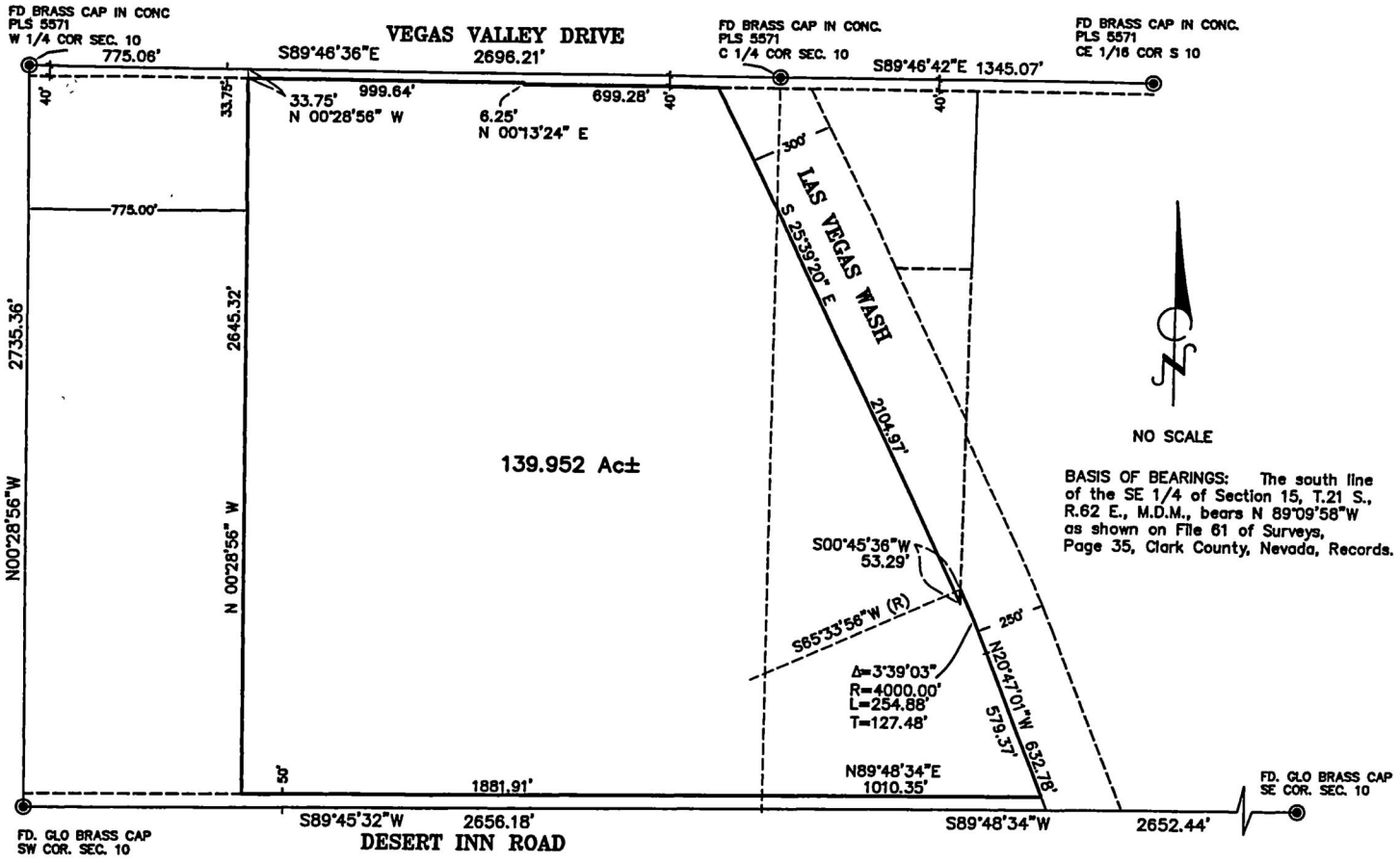
RML:lp

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
RITA M. LUMOS
Exp: 12/31/04
No. 5094

1/7/04

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

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



MAP TO ACCOMPANY LEGAL DESCRIPTION
CITY OF LAS VEGAS – WATER POLLUTION CONTROL FACILITY
POR. S 1/2 SECTION 10, T.21 S., R.62 E., M.D.M.
CLARK COUNTY, NEVADA

CITY OF LAS VEGAS – SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 ~ 702) 229-6217

DRAWING: ODOREASE	
DRAWN BY: rml	
CHECKED BY: njp	
DATE: January 5, 2003	

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING [ ] **CONSENT** [X] **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding proposed relocation of the U.S. Post Office from 301 Stewart Avenue (APN #139-34-501-006) to a new site at 201 Las Vegas Boulevard South (southeast corner of Carson and Las Vegas Boulevard South) (APN #139-34-611-050) and authorize the City Manager to execute a release of the U.S. Postal Service and/or General Services Administration from the remaining lease term ($10 - Industrial Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $10
[X]	**Budget Funds Available**	**Dept./Division:** Business Development/Economic
[ ]	**Augmentation Required**	**Funding Source:** Industrial Development

PURPOSE/BACKGROUND:
To retain the presence of the U.S. Postal Service in Downtown Las Vegas by relocating the U.S. Post Office from 301 Stewart Avenue to a new site at 201 Las Vegas Boulevard and release the U.S. Postal Service and/or General Services Administration from the remaining lease term.

RECOMMENDATION:
Approve and authorize the City Manager to execute any and all documents necessary to accomplish the relocation of the U.S. Post Office at nominal cost to the City.

BACKUP DOCUMENTATION:
1 Agenda Memo
2. Site Map

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

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 17, 2004
Business Development
Item 3 – Discussion and possible action regarding proposed relocation of the U.S. Post Office from 301 Stewart Avenue (APN #139-34-501-006) to a new site at 201 Las Vegas Boulevard South (southeast corner of Carson and Las Vegas Boulevard South) (APN #139-34-611-050) and authorize the City Manager to execute a release of the U.S. Postal Service and/or General Services Administration from the remaining lease term ($10 - Industrial Fund)

MINUTES – Continued:

DOUG LEIN, Marketing Manager, Office of Business Development, indicated that his staff has been working with a downtown building owner regarding a site on which to relocate the downtown U.S. Post Office, whose lease expires in September 2004. The relocation will probably take place in July 2004. He requested approval, with authorization to the City Manager to execute any exit agreement and possibly let the U.S. Post Office out of its lease a month early to facilitate the relocation.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04 – 3:06)

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: FEBRUARY 17, 2004
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED RELOCATION OF THE U.S. POST OFFICE FROM 301 STEWART AVENUE TO 201 LAS VEGAS BOULEVARD

1. On May 10, 2002, the U.S. General Services Administration (GSA) on behalf of the U.S. Postal Service (USPS) entered into a lease agreement with the City to lease space at 301 Stewart Ave.

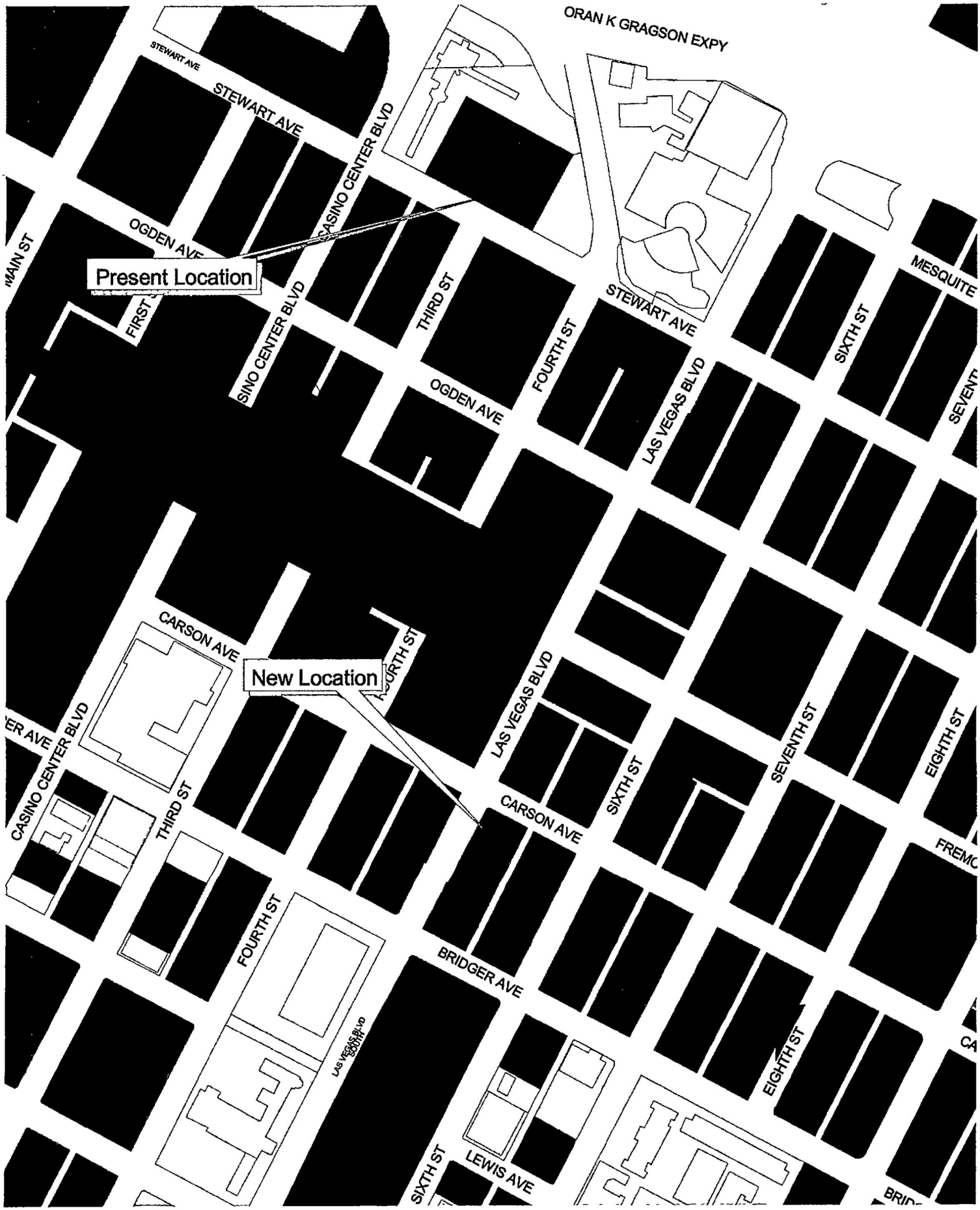
2. The lease term for the space occupied by the USPS ends on September 30, 2004, and the City intends to proceed with the reuse and adaptation of 301 Stewart Ave. (the historic Federal Building-U.S. Post Office) for cultural/museum uses upon the expiration of the lease agreement.

3. Relocation of the U.S. Post Office will allow the USPS to retain a location in downtown Las Vegas to serve the needs of area residents and businesses, as well as, "General Delivery" customers.

4. In addition, the relocation can be accomplished at nominal cost to the City other than the forgone lease payments for the space occupied by USPS at 301 Stewart Ave. for the remaining lease term.

5. Also, upon approval of the relocation, the property owner for the new site at 201 Las Vegas Blvd. will initiate and pay for the cost of tenant improvements that will afford the USPS with comparable conditions and space to those at 301 Stewart Ave. at no cost to the USPS.

6. Lastly, to allow the USPS to relocate, the City Attorney's Office will prepare an Exit Agreement between the City and USPS and/or GSA setting forth the terms by which the USPS will be released from the remaining lease term and be permitted to vacate 301 Stewart Ave.


ORAN K GRAGSON EXPY
STEWART AVE
STEWART AVE
CASINO CENTER BLVD
OGDEN AVE
Present Location
FIRST
SINO CENTER BLVD
THIRD ST
FOURTH ST
STEWART AVE
SIXTH ST
MESQUITE
OGDEN AVE
LAS VEGAS BLVD
CARSON AVE
New Location
FOURTH ST
LAS VEGAS BLVD
SEVENTH ST
EIGHTH ST
CASINO CENTER BLVD
THIRD ST
SIXTH ST
CARSON AVE
FOURTH ST
BRIDGER AVE
LAS VEGAS BLVD SOUTH
EIGHTH ST
SIXTH ST
LEWIS AVE

Site Map

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [ ] **CONSENT** [X] **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 Priority One Commercial (on behalf of the City of Las Vegas) and Martin and Sharon Parelman and Gary Menkel for real property located at 408 North 7th Street and 400 North 7th Street, Parcel Numbers 139-34-512-037 and -038 for $550,000 plus closing costs (City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $550,000 + closing costs
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:** City Facilities Capital Project Fund

PURPOSE/BACKGROUND:
The City wishes to purchase the 1,000 sq. ft and 2,372 sq. ft. buildings, which reside on land near City Hall.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Agreement for the Purchase and Sale of Real Property
2. Counter Offer

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

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, advised that this contract involves the future City Hall expansion project. It includes the purchase of two parcels along Mesquite and 7th Street. The property appraised at $600,000, but the owner accepted an offer of $550,000. He recommended approval.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 17, 2004
Public Works
Item 4 – Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property between Priority One Commercial (on behalf of the City of Las Vegas) and Martin and Sharon Parelman and Gary Menkel for real property located at 408 North 7th Street and 400 North 7th Street, Parcel Numbers 139-34-512-037 and -038 for $550,000 plus closing costs (City Facilities Capital Project Fund)

MINUTES – Continued:
No one appeared in opposition and there was no further discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3.07)

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 20th day of January, 2004, by and between Cynthia Inman, Priority One Commercial and or Nominee (hereinafter referred to as "Buyer") and Martin & Sharon Parelman and Gary Menkel and or Assignee ("Seller") with reference to the following facts:

A. Seller is the owner of one parcel (the Property) consisting of approximately .16 acres on which a 1000 sq. ft. duplex building resides. The property is located at 408 N. 7th Street, Las Vegas Nevada, 89101. The Seller is also the owner of one parcel (the Property) consisting approximately .16 acres on which a 2,372 sq. ft two story duplex building resides. The property is located on 400 N. 7th Street, Las Vegas Nevada, 89101. A Site Plan of the Properties depicting the site is attached hereto as Exhibit "A" and "B". Both properties are further described as Assessor's Parcels 139-34-512-037 and 139-34-512-038. The exact legal description to be determined by Title Company, approved by Buyer and attached hereto as exhibit "A" and "B".

B. Seller has represented to Buyer that the parcels # 139-34-512-038, and 139-34-512-037 are currently zoned RE and all are 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, further described in Exhibit "A" and "B".

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

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

A. Purchase Price. The purchase price to be paid for the Property shall be FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 DOLLARS ($550,000.00). Said sum shall be paid as follows:

(1) Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) 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.

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

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($540,000.00).

(4) 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. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

2. 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 fifteen (15) days or sooner at buyer's option 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. All other fees and costs shall be paid by buyer's in accordance with the usual practices in Clark County, Nevada;

(C) Real property taxes shall be prorated to close of escrow;

(D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and

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

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

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

(A) A Forty-Five (45) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit.

Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property 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. Offer Expiration This offer will remain open until January 23. 2004, from receipt of this offer, at that time this offer shall be deemed revoked.

5. Real Estate Agency Disclosure/Commission: 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 Seller of three (3%) percent of the Property's gross sales price and Silver Pacific Advisers, P.O. Box 94944, Las Vegas Nevada 89193, who shall be paid through escrow a commission by Seller a three (3%) percent of the Property's gross sale price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desire 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/Agent: David Parelman
Silver Pacific Advisors
P.O. Box 94944
Las Vegas NV 89193

To Buyer/nominee: Priority One Commercial
ATTN: Cynthia Inman
4560 So. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464

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.

7. 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.

8. 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.

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

10. 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.

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

"Buyer" Priority One Commercial, a Nevada corporation or nominee

By: Cynthia Inman

Its: President

Executed on Jan 22, 2004

"Seller" Martin and Sharon Parelman
By: Sharon L. Parelman
Its: Executed on 1/20/04 2004

"Seller" Gary Menkel
By:
Its: Executed on 1/20/04 2004

ACCEPTED PER COUNTER OFFER # 1. ATTACHED

NOTES

This map is for assessment use only and does NOT represent a survey

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

AVERAGE DA VALUE 45

ASSESSOR'S PARCELS - CLARK CO., NV.
W. W. Schofield Assessor

PARCEL BOUNDARY
SUBD BOUNDARY
ROAD EASEMENT
PM/LD BOUNDARY
NON-PARCEL LOT LINE
MATCH LINE / LEADER LINE
ROAD ID NUMBER

001.00 PARCEL NUMBER ACREAGE
202 PARCEL SUB/SEQ NUMBER
PLAT RECORDING NUMBER
BLOCK NUMBER
LOT NUMBER
GOV LOT NUMBER

T20S R61E

R60E	R61E	R62E
125	124	123
138	139	140
153	152	151

SEC 34

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

MAP N 2 NE 4

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

139-34-5

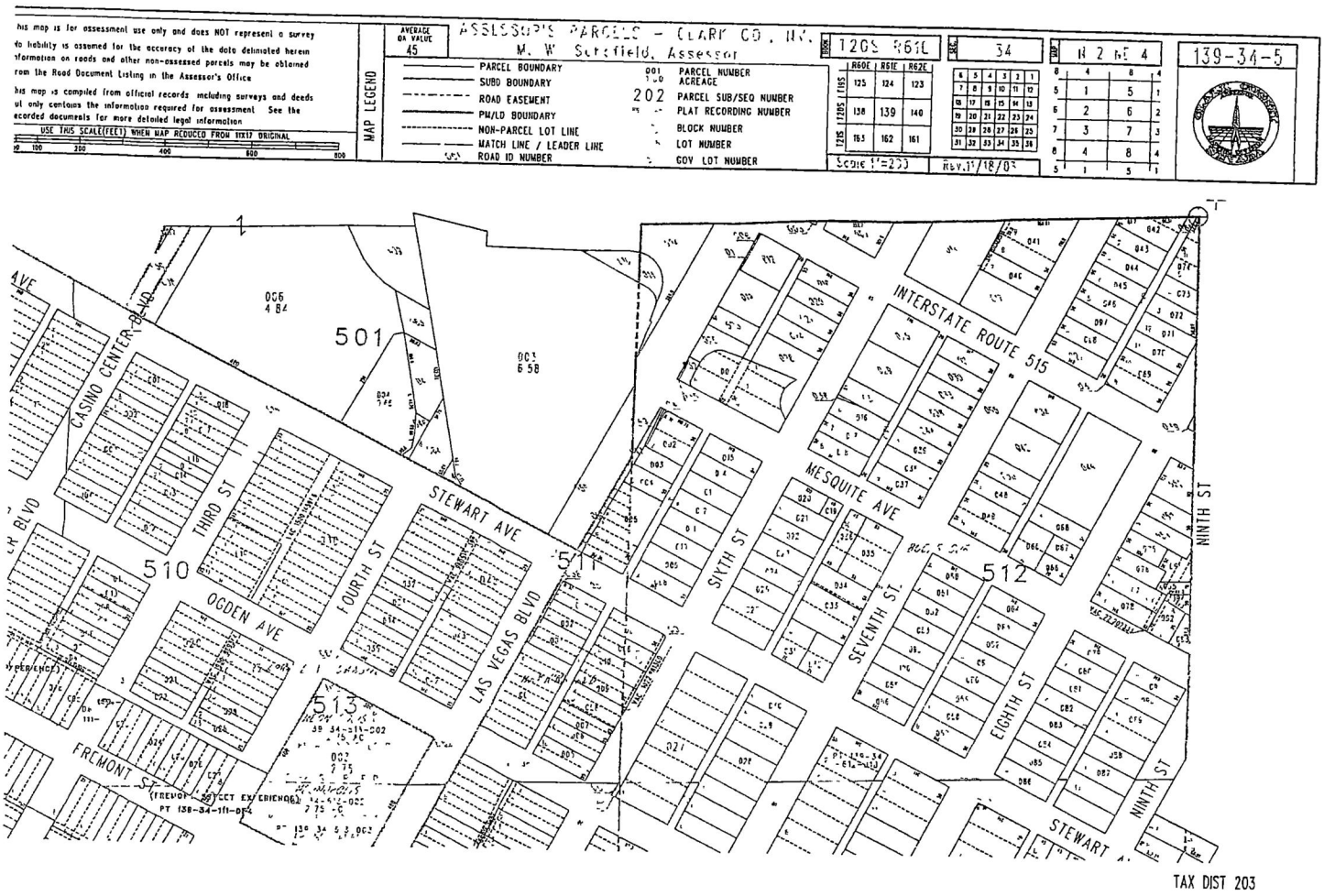
Scale 1"=200' Rev 1"/18/0?



TAX DIST 203

EXHIBIT "A"

EXHIBIT "B"


ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Sutfield, Assessor
MAP LEGEND
PARCEL BOUNDARY
SUBD BOUNDARY
ROAD EASEMENT
PM/LD BOUNDARY
NON-PARCEL LOT LINE
MATCH LINE / LEADER LINE
ROAD ID NUMBER
PARCEL NUMBER
ACREAGE
PARCEL SUB/SEQ NUMBER
PLAT RECORDING NUMBER
BLOCK NUMBER
LOT NUMBER
GOV LOT NUMBER
T20S R61E
34
N 2 NE 4
139-34-5
Scale 1"=200
Rev. 11/18/02
CASINO CENTER BLVD
STEWART AVE
OGDEN AVE
FREMONT ST
THIRD ST
FOURTH ST
LAS VEGAS BLVD
SIXTH ST
MESQUITE AVE
SEVENTH ST
EIGHTH ST
NINTH ST
INTERSTATE ROUTE 515
501
510
511
512
513
TAX DIST 203

Silver Pacific Advisors, LLC
Real Estate Division
P.O. Box 94944
Las Vegas, NV 89193
Phone: 702 547-1311, Fax: 702 547-1312

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DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services.

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of these capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/Lessor and the term Buyer shall mean Tenant/Lessee.

LICENSEE: The licensee in the real estate transaction is DAVID PARELMAN ("Licensee") whose license number is 38568. The licensee is acting for PARELMAN/MENKEL.

BROKER: The broker in the real estate transaction is DAVID PARELMAN ("Broker"), whose company is SILVER PACIFIC ADVISORS, LL RE DIVISION ("Company")

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1 Disclose to each party to the real estate transaction as soon as is practicable:
   a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
   b) Each source from which Licensee will receive compensation as a result of the transaction.
   c) That Licensee is a principal to the transaction or has an interest in a principal to the transaction.
   d) Any changes in Licensee's relationship to a party to the real estate transaction.

2 Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.

3 Exercise reasonable skill and care with respect to all parties to the real estate transaction.

4 Provide this form to each party to the real estate transaction.

5 Not disclose, except to the Broker, confidential information relating to a client.

6 Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.

7 Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.

8 Promote the interest of his client by:
   a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
   b) Presenting all offers made to or by the client as soon as is practicable.
   c) Disclosing material facts of which the licensee has knowledge concerning the transaction.
   d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
   e) Accounting for all money and property Licensee receives (in which the client may have an interest) as soon as is practicable.

9 Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.

10 Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B, 645, 645A, and 645C of the NRS.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure

Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Sharon Parelman	1-23-04	10AM			
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
	1-23-04	10AM			

'ilver Pacific Advisors, LLC
Real Estate Division
P.O. Box 94944
Las Vegas, NV 89193
Phone: 702 547-1311, Fax: 702 547-1312

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CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

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Property Address
400 NORTH SEVENTH STREET, LAS VEGAS, NEVADA

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed **This is ☐ is not ☒ such a transaction.**

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us.
My/Our representative's relationship is:

DAVID PARELMAN is the AGENT of ☒ Seller/Landlord Exclusively (2) ☐ Buyer/Tenant Exclusively (3) ☐ Both Buyer/Tenant & Seller/Landlord (1)	CYNDI INMAN is the AGENT of ☒ Buyer/Tenant Exclusively (3) ☐ Seller Landlord Exclusively (2) ☐ Both Buyer/Tenant & Seller/Landlord (1)

(1) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a **Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.**

(2) A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.

(3) A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

SILVER PACIFIC ADVISORS, LLC RE DIVISON *Seller's/Landlord's Company* by David Parelman *Licensed Real Estate Agent* 1-23-04 *Date* 10 AM *Time*	PRIORITY ONE COMMERICAL *Buyer's/Tenant's Company* by *Licensed Real Estate Agent* *Date* *Time*

Seller(s)/Landlord(s)
Sharon L. Parelman DATE 1-23-04 TIME 10 AM
PARELMAN/ MENKEL

Buyer(s)/Tenant(s)
DATE TIME
CYNDI INMAN

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("Licensee") whose license number is 38568 . The licensee is acting for PARELMAN/MENKEL

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1. Disclose to each party to the real estate transaction as soon as is practicable:
   a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction
   b) Each source from which Licensee will receive compensation as a result of the transaction.
   c) That Licensee is a principal to the transaction or has an interest in a principal to the transaction.
   d) Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide this form to each party to the real estate transaction.
5. Not disclose, except to the Broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
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8. Promote the interest of his client by:
   a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
   b) Presenting all offers made to or by the client as soon as is practicable.
   c) Disclosing material facts of which the licensee has knowledge concerning the transaction.
   d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
   e) Accounting for all money and property Licensee receives (in which the client may have an interest) as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
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Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Gary E. Menkel	1/23/04	12 AM			
Sharon Parelman	1-23-04	10AM	Cynthia Kinman	1/23/04	12:53
Seller/Landlord	1-23-04	18AM	Buyer/Tenant		

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(1) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a **Consent to Act** form for your review, consideration and approval or rejection. **A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.**

(2) A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.

(3) A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

SILVER PACIFIC ADVISORS, LLC RE DIVISON *Seller's/Landlord's Company* by David Parelman *Licensed Real Estate Agent* 1-23-04 *Date* 10 AM *Time*	PRIORITY ONE COMMERICAL *Buyer's/Tenant's Company* by Cyndi Inman *Licensed Real Estate Agent* 1/23/04 *Date* 12:53 *Time*

Seller(s)/Landlord(s)
Sharon L. Parelman DATE 1-23-04 TIME 10 AM
PARELMAN/ MENKEL

Buyer(s)/Tenant(s)
Cyndi Inman DATE 1/23/04 TIME 12:51
CYNDI INMAN

Silver Pacific Advisors, LLC
Real Estate Division
P.O. Box 94944
Las Vegas, NV 89193
Phone: 702 547-1311, Fax: 702 547-1312

GREATER LAS VEGAS ASSOCIATION OF REALTORS®
Multiple Listing Service

COUNTER OFFER No. 1

ATTENTION: Cyndi Inman (Agent) COMPANY: Priority One Commercial (Name)

The ☒ Offer ☐ Counter Offer made by: ☐ Seller ☒ Buyer Cyndi Inman or Nominee (Name)
to ☒ Buy ☐ Sell the real property commonly known as:

APN's 139-34-512-037 & 038, AKA 400 N. 7th St., Las Vegas, NV

dated: January 20, 2004 is not accepted in its present form, the following Counter Offer is hereby submitted:

1. The above property together with any improvements that may or may not exist thereon is to be conveyed in "AS-IS" "WHERE-IS" condition, with no warrantees either expressed or implied.
2. All parties acknowledge that one of the Sellers, Sharon Parelman is a Nevada Real Estate Licensee.
3. The Listing Agency, Silver Pacific Advisors, LLC, is to receive a 3% listing commission at Close of Escrow.

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance plus terms agreed to in to in Counter Offer(s) No. N/A.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other Offer prior to Buyer's acceptance and delivery of this Counter Offer.

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

Date: 1-20-04
Time: 7:08 PM

Sharon L. Parelman
☐ Buyer ☒ Seller Signature

☐ Buyer ☒ Seller Signature

The undersigned ☒ Buyer ☐ Seller accepts the above Counter Offer.

Date: 1/21/04
Time: 3:12 PM

Cyndi Inman
☒ Buyer ☐ Seller Signature

☒ Buyer ☐ Seller Signature

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: IAIN VASEY, ACTING [ ] **CONSENT** [X] **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an amendment to the Real Property Purchase and Sale Agreement between the City of Las Vegas and SDMI Northwest, LLC, a Nevada Limited Liability Company, on land in the Las Vegas Technology Center - Ward 4 (Brown)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of authorization to amend the Start of Construction date on 2.00 acres of land in the Las Vegas Technology Center sold to SDMI Northwest, LLC (SDMI-NW) for the construction of a 32,000 sq. ft. two-story medical office .

RECOMMENDATION:
It is recommended that the City Council approve an amended Start of Construction Date not later than December 31, 2004 in the Purchase and Sale Agreement with SDMI Northwest, LLC

BACKUP DOCUMENTATION:
1. Agenda Memo
2 Amendment to the Real Property Purchase and Sale Agreement
3. January 8, 2004 Request Letter
4. Disclosure of Principals
5. Site map

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

MINUTES:
COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 17, 2004
Business Development
Item 5 – Discussion and possible action regarding an amendment to the Real Property Purchase and Sale Agreement between the City of Las Vegas and SDMI Northwest, LLC, a Nevada Limited Liability Company, on land in the Las Vegas Technology Center

MINUTES – Continued:

DOUG LEIN, Marketing Manager, and "STONEY" DOUGLAS of the Office of Business Development were present. MR. LEIN requested an approval of this amendment to the Purchase and Sale Agreement with Steinberg Diagnostics to extend the start date of construction to the end of 2004. All necessary permits were pulled and escrow closed for $831,000.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:08)

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: FEBRUARY 17, 2004
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: AMENDMENT TO THE SALES AGREEMENT BETWEEN CITY AND SDMI NORTHWEST, LLC, A LIMITED LIABILITY COMPANY

The major points of the Amendment are as follows:

* The Site consisting of 2.00 acres in full (87,120 square feet of property less Nevada Power Easement of 6,040 square feet) was purchased by SDMI-NW Febuary 28, 2003.

* Construction of the project was to begin within 12 months of acquisition of the Site, and be completed within 18 months after commencement. Due to market conditions, the developer has requested an extension of the start of construction date to no later than December 31, 2004

* The land purchase price was $831,070.

* Project consists of a $1.5 million, 32,000 sq. ft., two story medical office building

* Estimated tax increment will be $38,351 per year.

* The facility will employ approximately 50 persons.

* Development plans for the site have been approved, pursuant to the CC&R's.

* The City Council has reviewed and approved the site plans as presented to the Planning Commission.

* Building Permits have been issued.

FIRST AMENDMENT TO PURCHASE AND SALES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SDMI NORTHWEST, LLC

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2003, by and between the CITY OF LAS VEGAS (the "City") and SDMI Northwest, LLC (the "Developer").

RECITALS

WHEREAS, on August 7, 2002, the City and the Developer entered into a Purchase and Sales Agreement (the "PSA") for the construction and development of a 32,000 sq.ft. Class A office facility on the Site (the "Project"); and

WHEREAS, the Developer has requested an extension of a certain deadline to commence construction of the Project which the City agrees subject to the terms of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree that the PSA be amended as follows:

1. The first sentence of Section 5c shall be amended to read as follows:

> No later than December 31, 2004, the Developer will begin construction and will complete such construction within eighteen (18) months after commencement thereof, or within such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

2. No Other Amendments. Except as expressly set forth in this First Amendment, all provisions of the PSA shall remain in full force and effect.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pinkerton 2/4/04
Deputy City Attorney Date

SDMI Northwest, LLC
a Nevada limited liability company

By:_____
David L. Steinberg, MD
"Developer

Steinberg Diagnostic
Medical Imaging Centers
"Where Imaging Revolves Around You"℠

2950 S Maryland Parkway
Las Vegas, NV 89109

2767 North Tenaya Way
Las Vegas, NV 89128

4 Sunset Way, Bldg D
Henderson, NV 89014

(702) 732-6000

January 8, 2004

A C. Douglas
Senior Economic Development Officer
Office of Business Development
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Douglas:

Thank you for your letter dated January 6, 2004. The good news is we have just been issued a permit from the City of Las Vegas to begin construction on our new Administrative Building. The bad news is that because of the malpractice crisis in Las Vegas and the general economic conditions, we have only recently finished our Anthem facility. Regrettably, the inability to recruit doctors to Las Vegas has slowed our planned construction of the new facility by at least 9-12 months.

We plan to utilize this permit, which is only good for 12 months without our first inspection, so we anticipate starting construction of our new facility no later than December 2004. But, at this time, it is not economically feasibly to begin construction in February of our Administrative Building.

We request to delay the start of construction until December 2004. We have a building permit and have plans of going forward with no intent of letting this building permit lapse. However, as I stated before due to economic and staffing restraints, to begin construction in February 2004 would be a significant hardship for us.

I appreciate your help in this matter and if any further requests or documentation are needed, please feel free to contact me at (702) 240-1232.

Sincerely Yours,

David L. Steinberg, MD

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name	SDMI-Northwest, LLC
Address	2767 N. Tenaya Way
Telephone	702-240-1228
EIN or DUNS	88-0354931

Block 2	Description
Subject Matter of Contract/Agreement:	Parcel #. 138-15-310-009
RFP #:	

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.	David L. Steinberg managing Member	2767 N. Tenaya Way Las Vegas, NV 89128	702-240-1228
2.	Leon H. Steinberg Member	2767 N. Tenaya Way Las Vegas, NV 89128	702-240-1228
3.	Mark L. Winkler Member	2950 S. Maryland Pkwy, Las Vegas, NV 89109	702-732-6064
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: _____

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

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

1/28/04
Date

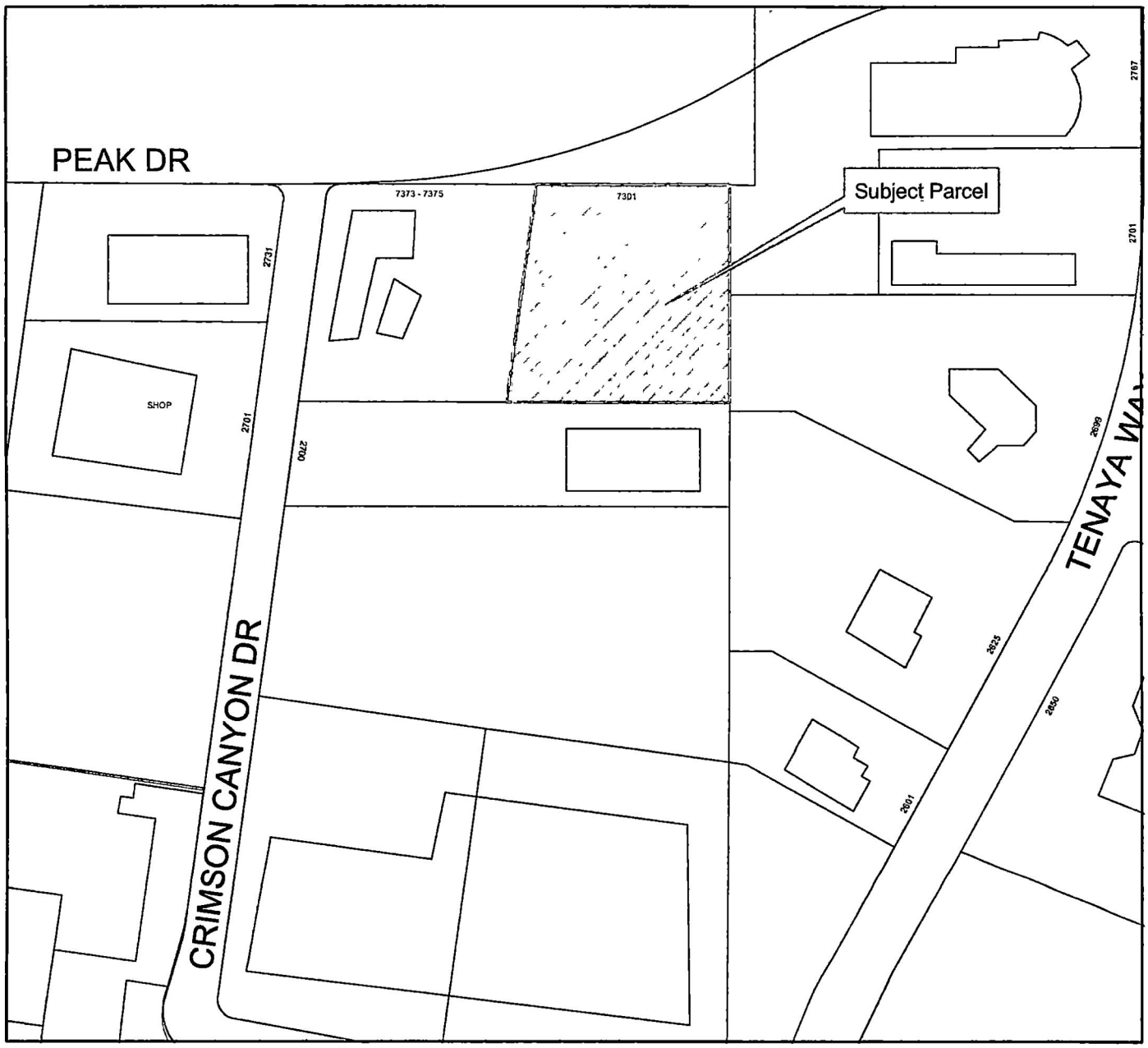
Subscribed and sworn to before me this 28 day of

January, 2004.

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SANAA MAKRAM
Appt No 00-62036-1
My Appt Expires April 15, 2004

Site Map



Zoning

U	R-2	C-1
R-A	R-3	C-2
R-E	R-4	C-M
R-D	R-5	M
R-PD	R-MHP	C-V
R-1	P-R	C-PB
R-MH	N-S	P-C
R-CL	O	PD
	C-D	TC

0 200 400

Feet

N

City Council Wards

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6

Created by eis mxd on Sep 19 2003

Due to continuous development activity this map is for reference only

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [ ] **CONSENT** [X] **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 Priority One Commercial (on behalf of the City of Las Vegas) and Doug Ah (U.S.A.) Inc. for real property located at 651 East Mesquite Avenue, 311 and 333 North 7th Street, 620 and 632 Stewart Avenue ($683,060 + closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $683,060 + closings costs
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:** City Facilities Capital Project Fund

PURPOSE/BACKGROUND:
The City wishes to purchase these properties in accordance with the City Hall East Tower Project.

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, noted a correction to the agreement. Doug Ah merged with D.A. America, so the title is in the name of D.A. America. The title company will change the name to Doug Ah before escrow closes. DEPUTY CITY ATTORNEY PONTICELLO confirmed with MR. ROARK that Doug Ah already merged and will be selling as Doug Ah.

REAL ESTATE COMMITTEE MEETING OF FEBRUARY 17, 2004
Public Works
Item 6 – Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Doug Ah (U.S.A.) Inc. for real property located at 651 East Mesquite Avenue, 311 and 333 North 7th Street, 620 and 632 Stewart Avenue ($683,060 + closing costs - City Facilities Capital Project Fund)

MINUTES – Continued:

MR. ROARK indicated that this seven-parcel property is located on 7th Street. The property appraised at $1.975 million, but the owner accepted an offer of $683,000. He recommended approval. COUNCILWOMAN MONCRIEF commended MR. ROARK for saving the City substantial monies.

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

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08 – 3:10)

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 6th day of February, 2004, by and between Cynthia Inman, Priority One Commercial and or Nominee (hereinafter referred to as "Buyer") and Doug Ah (U.S.A.) Inc. and or Assignee ("Seller") with reference to the following facts:

A. Seller is the owner of one that unimproved real properties described as: APN: 139-34-512-031, 139-34-512-032, 139-34-512-033, 139-34-512-035, and 139-34-512-036, containing approximately 1.12 +/- acres net of rights of way (exact legal description to be determined by Title Company, approved by Buyer and attached hereto as exhibit "A"). Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A".

B. Seller has represented to Buyer that the parcels # 139-34-512-031, 139-34-512-032, 139-34-512-033, 139-34-512-035, and 139-34-512-036 all are 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, further described in Exhibit "A".

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

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

A. Purchase Price. The purchase price to be paid for the Property shall be SIX HUNDRED EIGHTY THREE THOUSAND SIXTY DOLLARS AND NO/100 DOLLARS ($683,060.00). Said sum shall be paid as follows:

(1) Buyer shall deposit TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) 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.

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

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, SIX HUNDRED SIXTY THREE THOUSAND SIXTY DOLLARS AND NO/100 DOLLARS ($663,060.00).

(4) 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.

If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

2. 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 fifteen (15) days or sooner at buyer's option 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. All other fees and costs shall be paid by buyer's in accordance with the usual practices in Clark County, Nevada;

(C) real property taxes shall be prorated to close of escrow;

(D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and

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

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

3. Contingencies. The purchase of the 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. Offer Expiration. This offer will remain open until February 23, 2004, from receipt of this offer, at that time this offer shall be deemed revoked.

5. Real Estate Agency Disclosure/Commission: 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 will be paid through escrow a commission by Seller a five (5%) percent of the Property's gross sale price and Grubb & Ellis, 3800 Howard Hughes Parkway, Suite 1220, Las Vegas Nevada 89109, who shall be paid through escrow a commission by Seller a five (5%) percent of the Property's gross sale price. Buyer discloses to Seller that Buyer is Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desire 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/Agent:
Bill Hogan
Grubb & Ellis
3800 Howard Hughes Parkway Suite 1220
Las Vegas NV 89109

To Buyer/nominee:
Priority One Commercial
ATTN: Cynthia Inman
4560 So. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464

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.

7. 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.

8. 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.

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

10. 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.

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

12. Escrow Fees. In the event Buyer cancels this escrow, Buyer will be responsible for all escrow fees for both Buyer's and Seller's fees.

"Buyer" Priority One Commercial, a Nevada corporation or nominee

By: _____ Executed on 2/06, 2004

Its: President

"Seller" Dong Ah (U.S.A.) Inc., a California corporation

By: _____ Executed on February 6, 2004

Its: Dong-Pil Kim / President

NOTES

This map is for assessment use only and does NOT represent a survey

No liability is assumed for the accuracy of the data delineated herein, information on roads and other non-assessed parcels may be obtained from the Real Document Listing in the Assessor's Office

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

AVERAGE QA VALUE 45

PARCEL BOUNDARY
SUBD BOUNDARY
ROAD EASEMENT
PM/LD BOUNDARY
NON-PARCEL LOT LINE
MATCH LINE / LEADER LINE
001 ROAD ID NUMBER

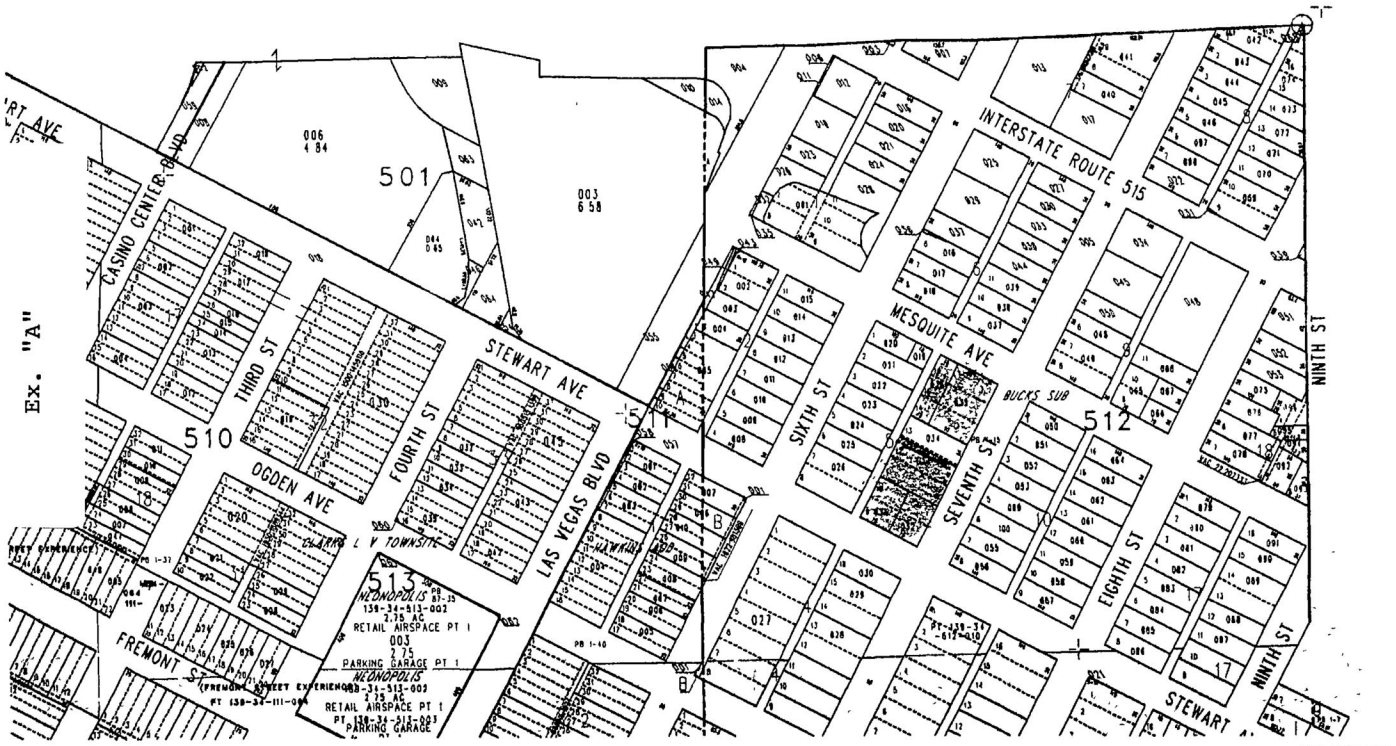
001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 79-19 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

	R60E	R61E	R62E
T20S	125	124	123
T21S	138	139	140
T22S	153	152	151

T20S R61E | SEC 34 | MAP N 2 NE 4 | 139-34-5

Scale 1"=200' | Rev:11/18/03



TAX DIST 203

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 17, 2004

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)

1-257

THE MEETING ADJOURNED AT 3:10 P.M.

Respectfully submitted: Gabriela S. Portillo-Brenner

GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

February 19, 2004