

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
MONDAY, APRIL 5, 2004

REVISED TIME: 4:30 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 Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)
- 2 Discussion and possible action regarding a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)
- 3 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 David M Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street (\$351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)
- 4 Discussion and possible action regarding Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)
- 5 Discussion and possible action regarding City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)
- 6 Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard, APN 139-21-313-002 (010-290-) - 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 REPOSTED AT THE FOLLOWING LOCATIONS
City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza

114✓

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
MONDAY, APRIL 5, 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 Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)
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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

(Mailing required under the provisions of NRS Chapter 241)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **30th** day of **March, 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 **5th** day of **April, 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.

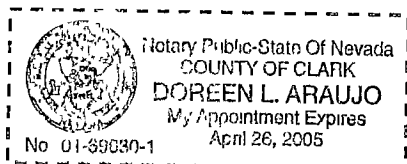
Paula Clark

City Clerk
DEPARTMENT

2nd day of April, 2004

Dorcas L. Arace

NOTARY PUBLIC in and for said County and State







REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 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, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, ASSISTANT DEPUTY CITY CLERK VICKY DARLING AND DEPUTY CITY CLERKS LEAN COLEMAN AND STACEY CAMPBELL

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

(5 02)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Lone Mountain Little League (LMLL) has submitted a proposal for field modifications at Children's Memorial Park. LMLL is the little league association that has the programming rights for the fields at the park through the Department of Leisure Services. The attached MOU puts in writing an agreement allowing for the installation of cloth shade structures over the dugouts on all five fields, in which the City will pay to LMLL one forth of the costs not to exceed \$3000. LMLL will also install poly safety caps on all outfield fences at LMLL's cost and expense.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. MOU # 2004-03
2. Site Map

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, Real Estate and Asset Management, stated that the MOU with Lone Mountain League is to do modifications to the field. Parks Maintenance has the responsibility to cover a maximum of 25% of the field improvements, limited to a maximum of \$3,000. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF APRIL 5, 2004

Public Works

Item 1 – Discussion and possible action regarding Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(5:02 – 5:03)

1-15

Memorandum of Understanding #2004 - 03
Between
City of Las Vegas
and
Lone Mountain Little League

This Memorandum of Understanding (MOU) entered into this _____ day of _____ 2004, has been created to confirm in writing an understanding between the City of Las Vegas (City), and Lone Mountain Little League (LMLL), regarding field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road in the City of Las Vegas, Nevada.

LMLL, by and through its President, Rosalyn Blalock, has submitted a proposal to the City for field modifications at the Park.

The following points are a summary of what has been agreed upon between LMLL and the City for allowing field modifications on the Park:

1. LMLL shall be granted permission from the City to allow for the installation of cloth shade structures over both dugouts on all five (5) fields. Total of ten (10) dugouts. The shade structures will consist of additional support, additional chain link fabric, and green mesh screening. City will conduct regular inspections and should the mesh material become faded, torn, unsafe, and/or unsightly after installation, LMLL will be notified and will have twenty-one (21) days to replace at LMLL's own cost and expense.
2. City will pay to LMLL one fourth of the initial associated costs for installation not to exceed \$3,000. LMLL will provide to the City's Park Division copies of all paid invoices associated with this project.
3. LMLL shall be granted permission from the City to allow the installation of poly safety caps on all outfield fences. LMLL will be responsible for all costs and expenses. City will conduct regular inspections and should replacements need to be made LMLL will be notified and will have twenty-one (21) days to replace at LMLL's own cost and expense.
4. The City reserves the right to require removal of the modifications by a 30 day written notification, if deemed to be in the best interests of the general public and the City.
5. LMLL shall, at its sole cost and expense, obtain and thereafter, at all times during which this MOU is in force and effect, maintain bodily liability insurance covering the installation and maintenance of the modifications in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.
6. Within five (5) days after execution of this MOU and as a condition to the MOU in force and effect, LMLL shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and LMLL. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

MEMORANDUM OF UNDERSTANDING

7. In the event that LMLL fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this MOU.
8. LMLL hereby agrees to protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of LMLL or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, LMLL, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.
9. In this connection, LMLL expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which LMLL has agreed to indemnify the City, its officers, employees and agents. If LMLL fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to LMLL.
10. The City hereby waives, and LMLL hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this MOU, and the City and LMLL, each waives any right of subrogation that it might otherwise have against the other party.
11. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, LMLL warrants that it has disclosed on the form attached as Exhibit "A", all principals and partners of LMLL, as well as all persons and entities holding more than a one percent (1%) interest in LMLL, or any principal of LMLL. Throughout the term hereof, LMLL, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

..

...

MEMORANDUM OF UNDERSTANDING

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

By execution of this MOU, the City and LMLL mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other legal documents and contracts must be submitted to the Las Vegas City Council for final approval.

City of Las Vegas

LMLL Little League

Oscar B. Goodman, Mayor

Date

Rosalyn Blalock March 2004
Rosalyn Blalock, President

Date

Approved as to form:

Thomas R. Green 2/26/04
Deputy City Attorney

ATTEST:

Barbara Jo Ronemus, City Clerk

MEMORANDUM OF UNDERSTANDING

EXHIBIT "A"

**Disclosure of Principals
(pending signature by Lone Mtn Little league)**

EXHIBIT "A"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Lone Mountain Little League Name 6428 Quantum Ln. Address Las Vegas, NV. 89130		Subject Matter of Contract/Agreement	
EIN or Social Security # _____		League # 4280213 I.D.	
		Tax I.D.# . 88-0286853	

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.	n/a		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Raylyn L. Baylock

Name

March 4, 2004

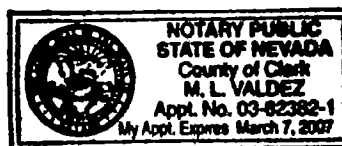
Date

Subscribed and sworn to before me this 4th
day of

March, 2004.

[Signature]

Notary Public



Site Map

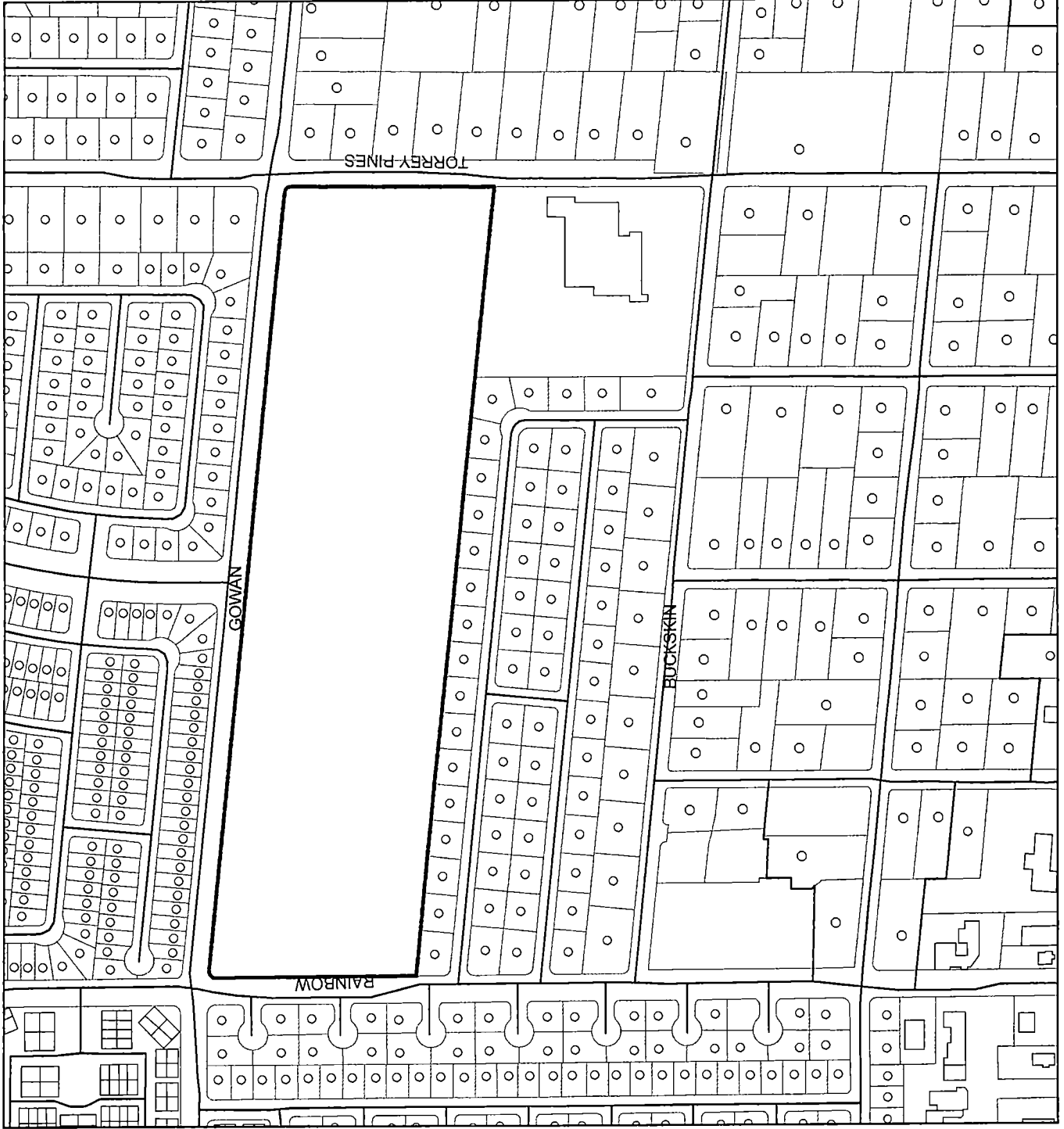
Legend

- Children's_Memorial_Park
- Street Centerline
- Building Footprints
- Parcels

Real Estate & Asset Mgmt



2/3/2004



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 3/5/04 CLV received a letter from the County requesting approval of 3,400 sq. ft. addition to the existing building. The current tenants are University Medical Center (UMC), Nevada Rural Health Centers, Economic Opportunity Board (EOB), and Las Vegas Fighting Aids in the Community Today (FACT). The additional square footage would be subleased to FACT for an HIV/AIDS Clinic to further service people who have been affected with HIV and AIDS. The County received state funds in the amount of \$500,000 to use for this purpose.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Letter of Request

2. Site Map

Submitted at meeting - 4 diagrams and 9 color photographs

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.

REAL ESTATE COMMITTEE MEETING OF APRIL 5, 2004

Public Works

Item 2 – Discussion and possible action regarding a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

MINUTES – Continued:

DAVID ROARK, Real Estate and Asset Management, stated that his office received a letter in March from the County. This letter indicated that they were doing improvements to a building on land currently leased from the City in the Enterprise Park. Thereafter, MR. ROARK'S office sent the County a letter stating that the County did not give the City proper notification, but his office would still seek Council approval. This addition will provide needed public services to the community and the area. Staff recommended approval.

MAURICE REID, Clark County, apologized for the lack of notification and presented hand-outs of the proposed facility, a 3,800 square feet facility located behind the current Enterprise Health Care facility. MR. REID stated that this facility would house the AFAN, a non-profit organization providing HIV and Aids counseling. MR. REID indicated the project is in the building phase; the interiors are being worked on along with installation of an overhead sprinkler system throughout the entire building. The original March completion date was delayed to June due to the installation of the overhead sprinkler system.

COUNCILMAN WEEKLY praised a good project and great expansion. COUNCILMAN WEEKLY requested that the County remember that professional courtesy and communication is necessary between the entities. MR. REID assured COUNCILMAN WEEKLY that the failure to notify and/or communicate would not happen again.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(5:03 – 5:07)



Department of Finance

Community Resources Management

500 S Grand Central Pky 5th Fl • PO Box 551212 • Las Vegas NV 89155-1212
(702) 455-5025 • Fax (702) 455-5038

George W Stevens, Chief Financial Officer • Douglas R Bell, Manager

March 1, 2004

David Roark
Manager, Real Estate and Assets
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Roark:

RE: ENTERPRISE HEALTH CARE AND DENTAL CENTER

2004 MAR -5 P 1:22
CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

I am writing this letter in reference to Enterprise Health Care and Dental Center. In December 1998, Clark County and the Cities of Las Vegas and North Las Vegas entered into an Interlocal Agreement, which provided joint funding to construct an 18,400 square foot medical and dental facility within the Las Vegas Enterprise Park. On October 31, 2000, a grand opening ceremony was held to open this medical facility. During this Ceremony, Commissioner Yvonne Atkinson Gates had a vision of expanding this facility to further service people who have been affected with HIV and AIDS. The current tenants include the University Medical Center, which provides quick care services; Nevada Rural Health Centers, Inc., which provides primary care services; Economic Opportunity Board of Clark County which has a Men's and Women's clinic; the Las Vegas FACT (Fighting AIDS in the Community Today) which provides counseling to residents on HIV and AIDS prevention; and the University of Nevada Las Vegas, Dental School which provides dental care.

In January 2003, Clark County received state monies in the amount of \$500,000 to be used to construct or expand a medical facility to service HIV and AIDS patients. Within the Interlocal Agreement that initiated this original building project, it stated that the City of Las Vegas must be notified of any construction or additions to the current Enterprise Health Care and Dental Center. Clark County is currently in the process of expanding the health center by an additional 3,400 square foot facility which the County will then lease to the Las Vegas FACT for an HIV/AIDS Clinic. This is a much-needed service in the West Las Vegas Community and it is important to have this service for the residents that may be infected with HIV and AIDS and to work to reduce its transmission to others.

Page 2, Ltr Dated March 1, 2004, Enterprise Health Care and Dental Center

Clark County would thus ask for the Las Vegas City County to formally adopt a motion to approve the expansion of the Enterprise Health Care and Dental Center, to include Las Vegas FACT as a tenant. This agency will provide services in compliance with HUD program eligibility requirements.

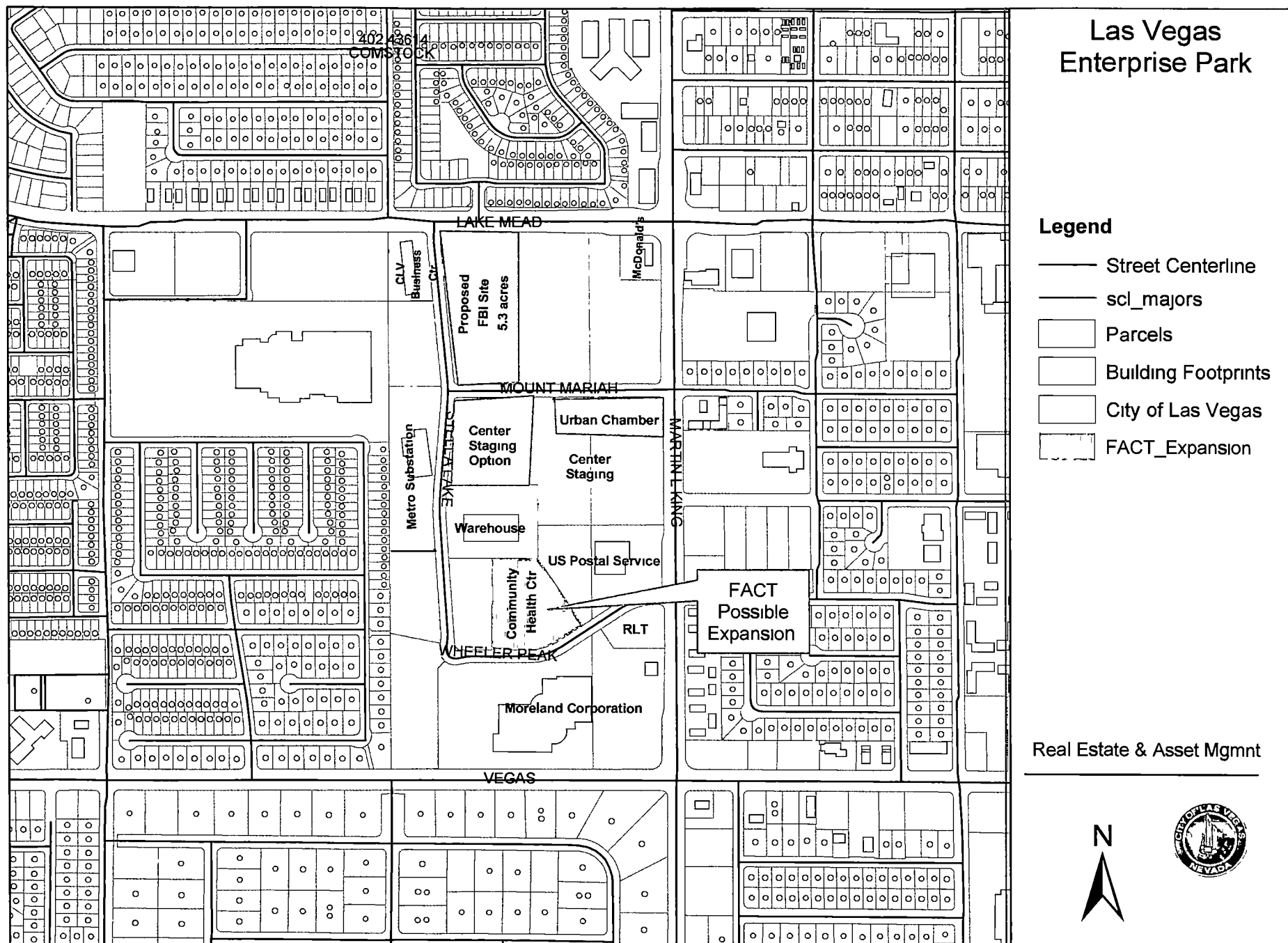
We anticipate that this expansion work will be completed by late June 2004. Clark County is in the process of amending the lease agreement with all providers involved at this medical facility. Your prompt written letter documenting the official approval by your City Council to this project will be appreciated. Should you have any questions on this project, please contact Mr. Maurice Reid, Management Analyst, at 455-5025.

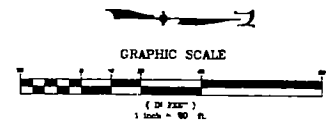
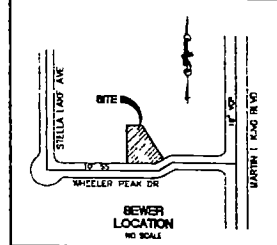
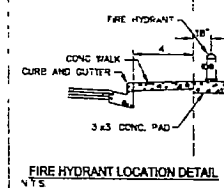
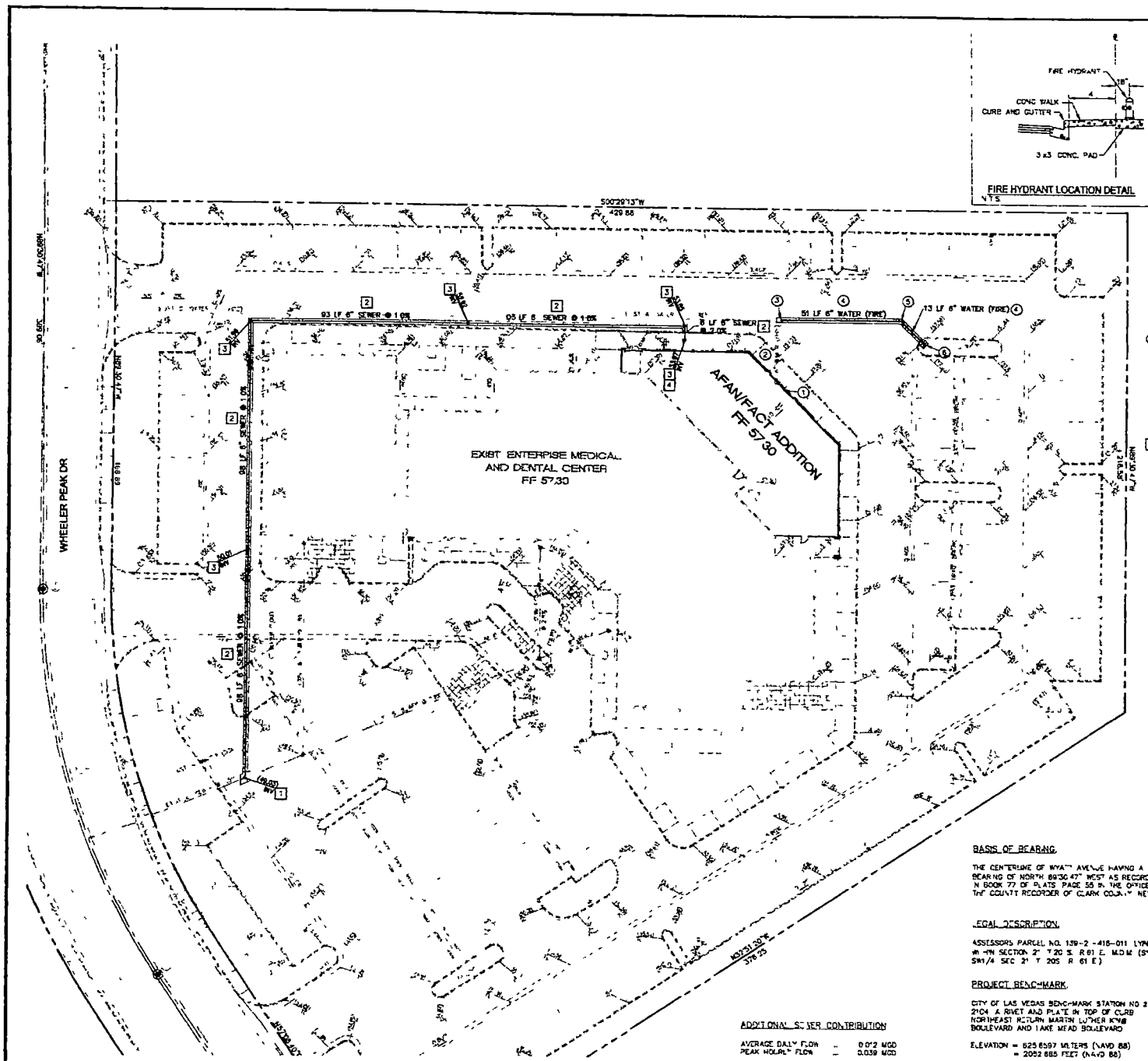
Sincerely,

A handwritten signature in black ink, appearing to read "Douglas R. Bell".

Douglas R. Bell, Manager
Community Resources Management

Cc: Orlando Sanchez, City Las Vegas Neighborhood Services Department
Rodney Lister, Senior Economic Development Officer
Maurice Reid, Management Analyst II
Steven Sweikert, Deputy District Attorney





WATER NOTES

1. REMOVE AND RELOCATE EXISTING FIRE HYDRANT FOR NEW FIRE HYDRANT LOCATION SEE WATER NOTE 6.
2. ABANDON EXISTING WATERLINE PER CC HEALTH DEPARTMENT RECOMMENDATION.
3. CONNECT TO EXISTING 8" WATERLINE.
4. INSTALL 8" PVC FIRE LINE PER LVWD PLATE NO. 62.
5. INSTALL 8" - 45 BEND PER LVWD PLATE NO. 5.
6. NEW FIRE HYDRANT ASSEMBLY LOCATION PER LVWD PLATE NO. 7.

QUANTITIES	PRIVATE	PUBLIC
1 EA	0 EA	
30 LF	0 LF	
1 EA	0 EA	
44 LF	0 LF	
1 EA	0 EA	
1 EA	0 EA	

SEWER NOTES

1. CONNECT TO EXISTING SEWER LATERAL.
2. INSTALL 8" SEWER LATERAL PER CCSD SD-18A.
3. INSTALL 8" SEWER CLEANOUT IN TRAFFIC RATED BOX.
4. SEE PLUMBING PLANS FOR CONTINUATION.

QUANTITIES	PRIVATE	PUBLIC
1 EA	0 EA	
386 LF	0 LF	
5 EA	0 EA	
N/A	N/A	

NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING SEWER (HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO ANY CONSTRUCTION SHOULD THE CONTRACTOR DISCOVER ANY VERTICAL DISCREPANCIES EXCEEDING 0.1 IN VERTICAL ELEVATION OR 1 IN HORIZONTAL LOCATION. THE CONTRACTOR SHOULD NOTIFY THE CITY ENGINEER AT ACCLAIM ENGINEERING AND ASSOCIATES AT (702) 361-7001 IMMEDIATELY.

FIRE FLOW CALCULATION

FIRE FLOW REQUIREMENT IS 3,000 GALLONS PER MINUTE AT 20 PSI RESIDUAL

BASED ON	BUILDING 1
SQUARE FOOTAGE	23,217 S.F.
LARGEST AREA BETWEEN 4-HOUR AREA SEPARATION WALLS	5,000 S.F.
BUILDING HEIGHT	ONE-STORY
TYPE OF CONSTRUCTION	2-H
OCCUPANCY	9
FULL AUTOMATIC FIRE SPRINKLER SYSTEM	NO

CITY FIRE MARSHAL DATE
Approved by the Fire Department having jurisdiction is required before construction begins. See the LVWD.

FIRE HYDRANT INSTALLATION

Fire hydrant(s) to be installed in accordance with the LVWD Standard Plate No. 7.

LAS VEGAS VALLEY WATER DISTRICT DATE

BASIS OF BEARING

THE CENTRAL LINE OF WYATT AVENUE HAVING A BEARING OF NORTH 89°30'47" WEST AS RECORDED IN BOOK 77 OF PLATS, PAGE 55 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

LEGAL DESCRIPTION

ASSESSORS PARCEL NO. 139-2-418-011 LVWD
WYATT SECTION 21 T20S R01E MDM (S/2 SW1/4 SEC 21 T20S R01E)

PROJECT BENCHMARK

CITY OF LAS VEGAS BENCHMARK STATION NO 2104 A RIVET AND PLATE IN TOP OF CURB NORTHEAST CORNER MARTIN LUTHER KING BOULEVARD AND LAKE MEAD BOULEVARD

ELEVATION = 525.657 METERS (NVD 88)
= 2022.885 FEET (NVD 88)

ADDITIONAL SEWER CONTRIBUTION

AVERAGE DAILY FLOW = 0.012 MGD
PEAK HOURLY FLOW = 0.039 MGD

UTILITY NOTE

UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS AND THE LAS VEGAS VALLEY WATER DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS AND THE LAS VEGAS VALLEY WATER DISTRICT.



149 N. Chaco Road, Suite K
Henderson, Nevada 89014
Phone: (702) 361-7001
Fax: (702) 361-7002

Engineering, Planning
ACCLAIM
ENGINEERING AND ASSOCIATES, INC.

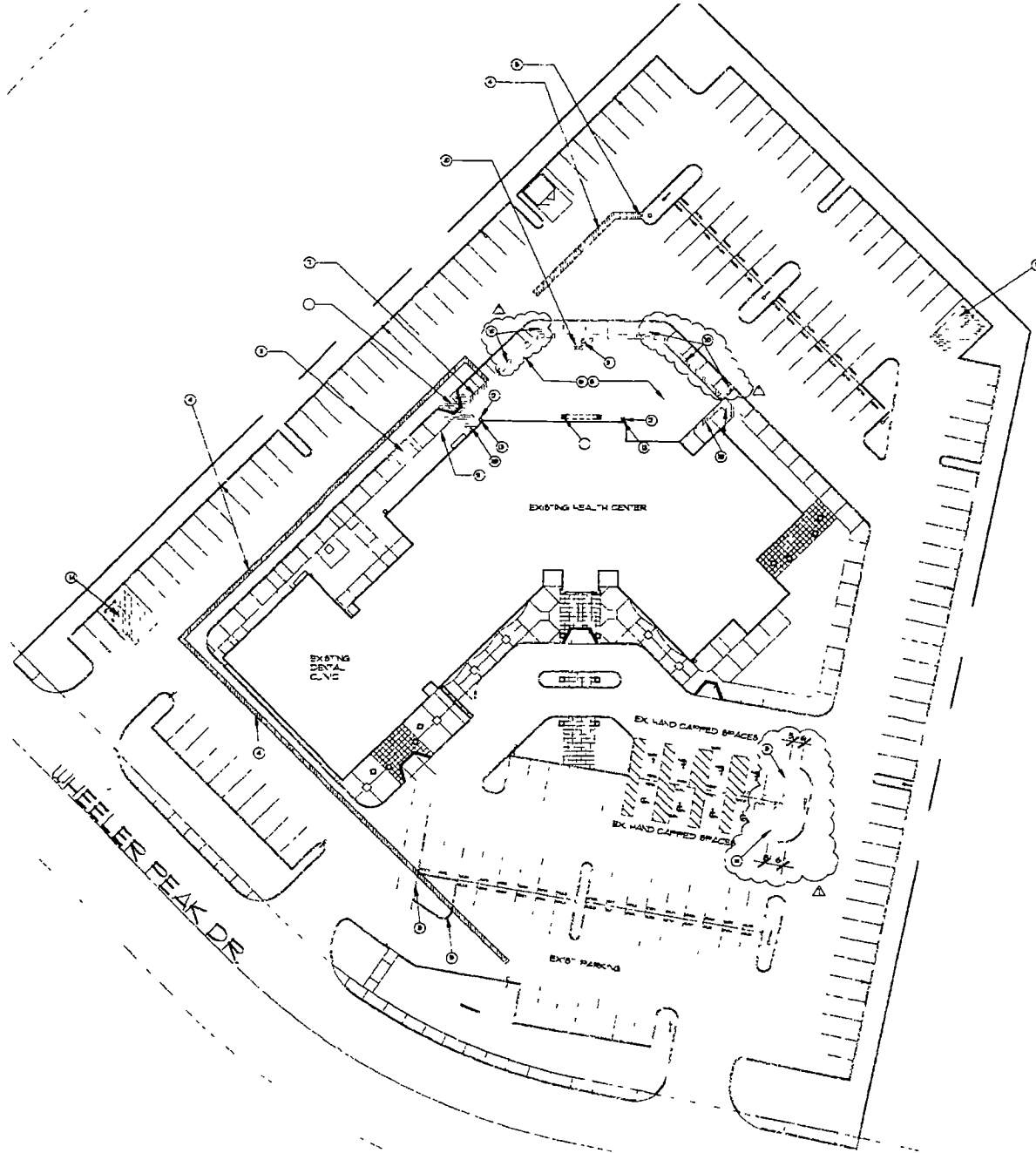
CLARK COUNTY,
NEVADA

DESIGNER: T.O.A.
CHECKED: G.B.E.
SCALE: 1"=60'
DATE: 07/17/03

PROJECT: AFAN/FACT BUILDING ADDN.
ENTERPRISE MEDICAL/DENTAL CENTER
MASTER UTILITY PLAN

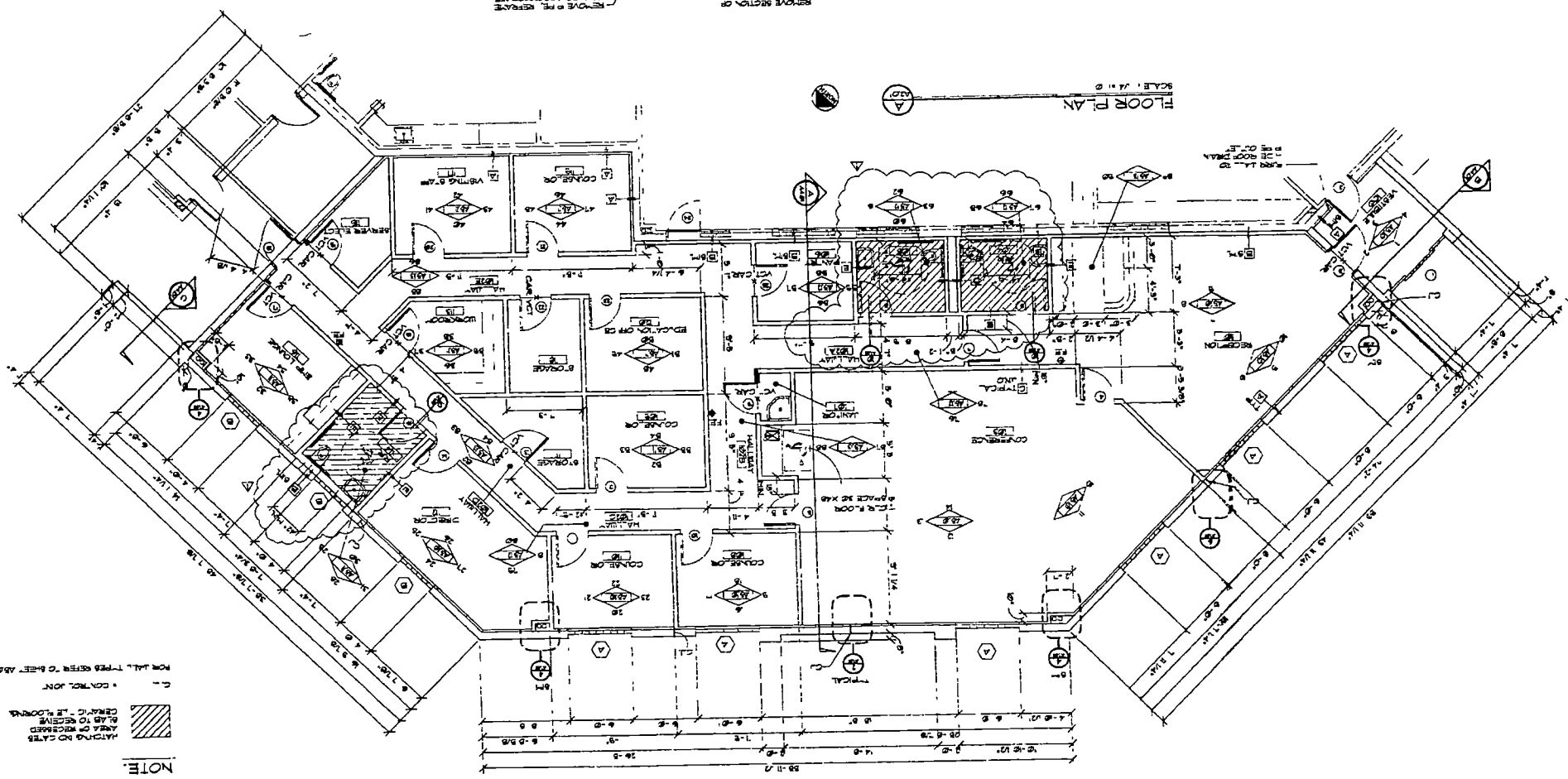
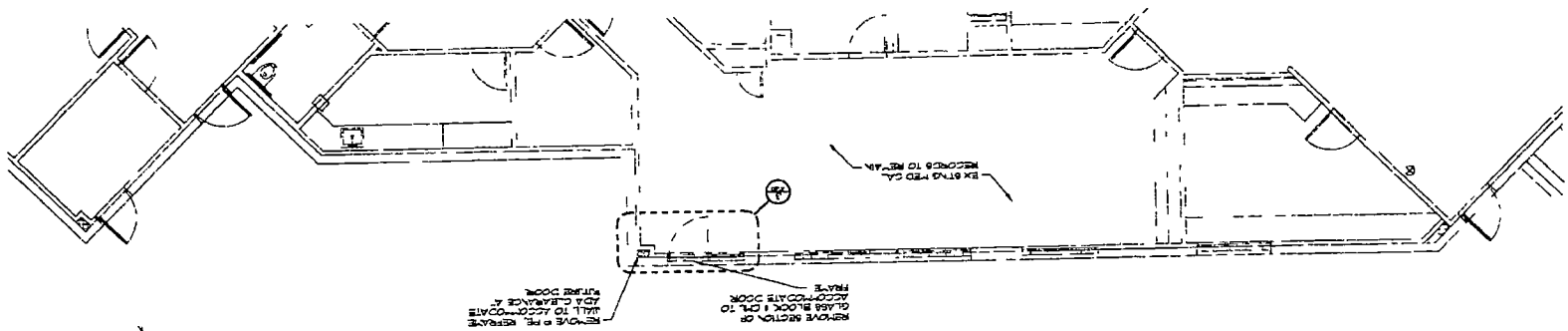
CITY OF LAS VEGAS
CLARK COUNTY

3 OF 4 SHEETS



- DEMOLITION NOTES**
1. SALICUT & REMOVE WHEEL CHAIR ACCESS CURB RAMP
 2. SALICUT & REMOVE PORTION OF SIDEWALK (8'-0" WIDE)
 3. REMOVE & RELOCATE FIRE HYDRANT
 4. SALICUT & REMOVE ASP PAVING (8'-0" WIDE) SEE CIVIL DRAWINGS
 5. SALICUT & REMOVE PORTION OF CURB
 6. REMOVE LANDSCAPING
 7. RELOCATE IRRIGATION CONTROL VALVE
 8. REMOVE IRRIGATION LINES
 9. CUT & CAP BELOW GRADE IRRIGATION LINES TO REMAIN
 10. REMOVE PORTION OF CONCRETE WALK (8'-0" WIDE)
 11. REMOVE CURB INFRASTRUCTURE
 12. REMOVE SP. LASH BLOCKS
 13. REMOVE DRAIN SPOT AT FACE OF WALL
 14. SALICUT & REMOVE ASP PAVING (8'-0" WIDE) FOR TRASH ENCLOSURE

DEMOLITION SITE PLAN
SCALE 1/8" = 1'-0"



DATE _____

REASON _____

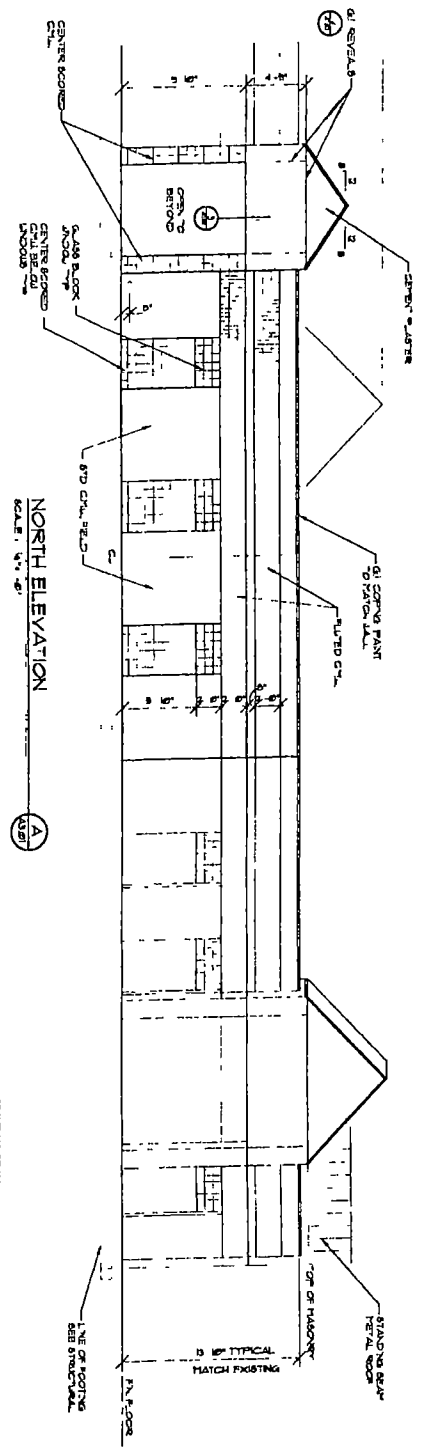
WFO C. O. _____

1-14-65
OKAY CHECK
V

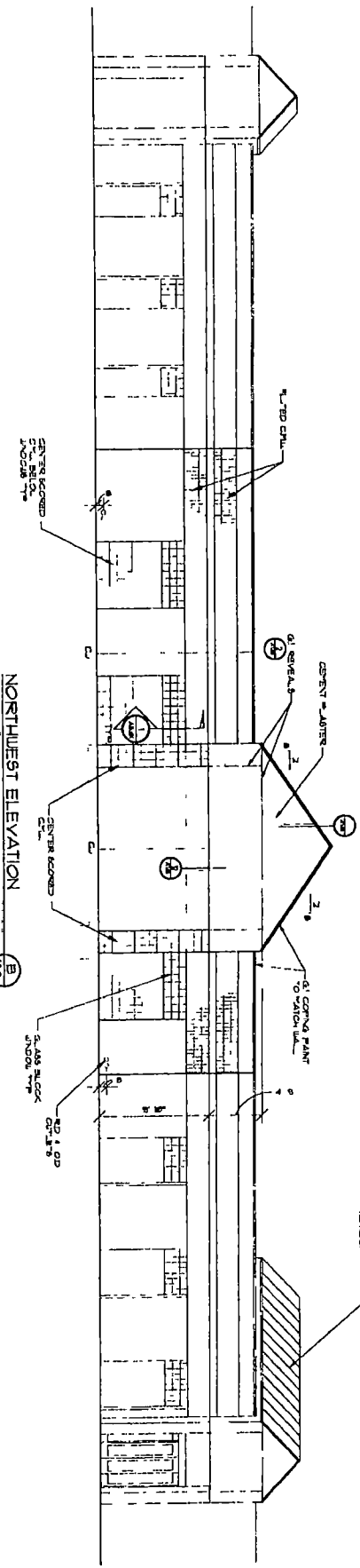
PARTIAL DEMO & FLOOR PLAN

ENTERPRISE MEDICAL & DENTAL CENTER
ARAVACA ADDITION
1000 SHELDON BLVD
LAS VEGAS, NEVADA

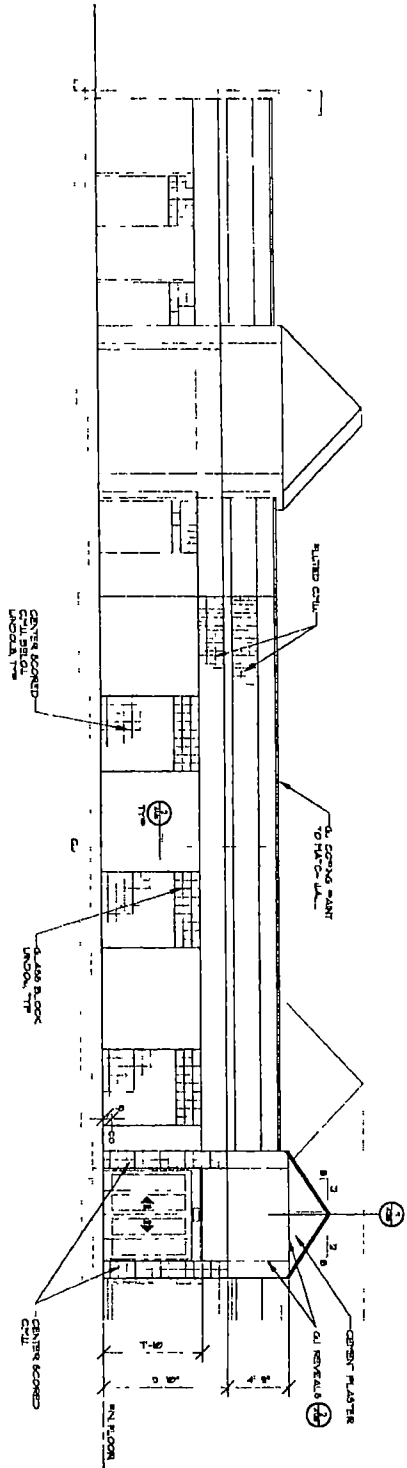
ARCHITECT
 YSIDRO R. BARRON, A.I.A.
 20 WEST HUNTER AVENUE
 INDEPENDENCE, MISSOURI 64601 (708) 586-3605



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



NORTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

REVISION
DATE
A3.01

EXTERIOR ELEVATIONS
PROJECT: ENTERPRISE MEDICAL & DENTAL CENTER
AFAN/FACT ADDITION
1100 W. BELLER BLVD.
LAS VEGAS, NEVADA

ARCHITECT
YSIDRO R. BARRON, AIA.
22 WEST PACIFIC AVENUE, HENDERSON, NEVADA 89015 / 704 (702) 581-1800

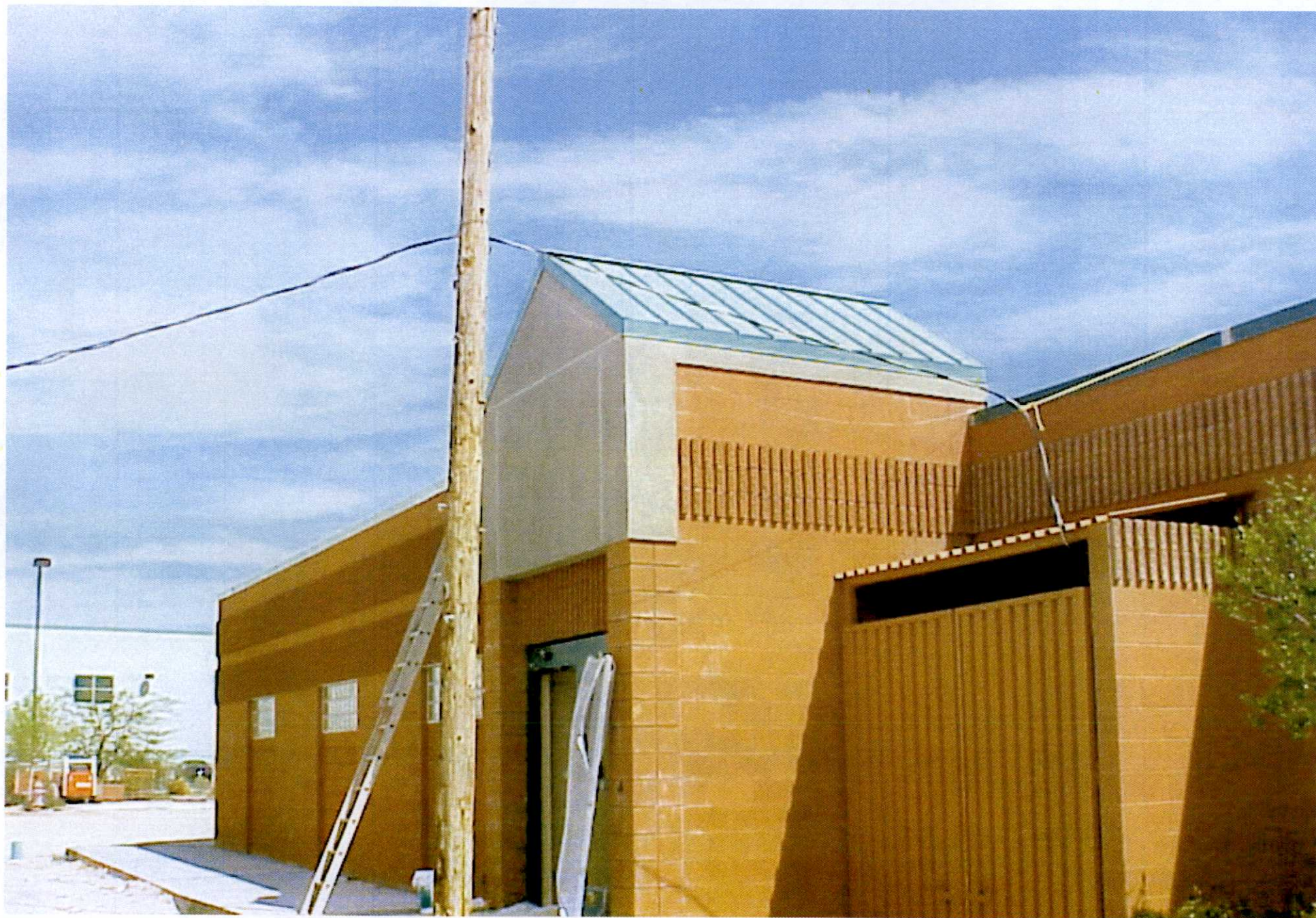


















AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and David M. Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street (\$351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$351,000 + closing costs

☒

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 this property in accordance with the City Hall East Expansion Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation, subject to amending the purchase price to \$385,000. **COUNCILMAN WEEKLY** concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF APRIL 5, 2004

Public Works

Item 3 – 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 David M. Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street (\$351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)

MINUTES – Continued:

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated this is a purchase contract, but made a change regarding the original amount of the offer from \$351,000 to \$385,000. The new amount reflects compensation for the resolution of intent on the property to C-1 and a buyout of the remaining 5 years of a contract for a billboard which brought the property owner \$2,800 in monthly revenue. Buying out the billboard contract would prevent any attachment to the deed. As a result, the price has been increased by \$34,000, less than a year's income. The purchase price is still less than the appraisal price. Staff recommended approval.

AL GALLEGOS stated he is sorry to see the owners leave. He complimented MR. ROARK'S appraisers and emphasized the profit being made on this property. The monies will benefit the art district, which is a good cause. In addition, the building is beautiful, particularly with the basement. MR. GALLEGOS stressed that the existing building should be torn down immediately to avoid homeless people taking up residence.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(5:09 – 5:13)

1-223

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 23rd day of March 2004, by and between Cynthia Inman, Priority One Commercial and or Nominee (hereinafter referred to as "Buyer") and David M. Litvak 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 1,729+/- sq. ft. with a 512+/- sq. ft. of basement area duplex building resides. Also one story 520+/- Sq.Ft. building and any and all improvements upon the property. The property is located at 412 ½ N. 7th Street, Las Vegas Nevada, 89101. A Site Plan of the Properties depicting the site is attached hereto as Exhibit "A". The property is further described as Assessor's Parcels 139-34-512-039. The exact legal description to be determined by Title Company, approved by Buyer and attached hereto as exhibit "A".

B. Seller has represented to Buyer that the parcels # 139-34-512-039, which is 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, promises 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 THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$385,000.00). 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, THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00).

(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 Buyer's 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.

(C) *The Buyer has agreed to let Seller and Seller's "Tenant" stay rent-free until August 31, 2004. Seller will be responsible for all utilities as long as Seller and Seller's "Tenant" occupies the building.

(D) *The Buyer has agreed that the Seller's is allowed to take their French Doors with them.

(F) * The Buyer has agreed to let the Seller's move a cottage in the back of their house. During escrow, they will need to show legal proof of using a legally licensed contractor and show a designated place of where they are moving cottage. Upon closing, "Seller" will have thirty days to move cottage to its designated place.

4. Offer Expiration. This offer will remain open until March 29, 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 Buyer of four (4%) percent of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively

deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller/Agent: David M. Litvak
412 N. 7th St.
Las Vegas NV 89101-3004

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.~~

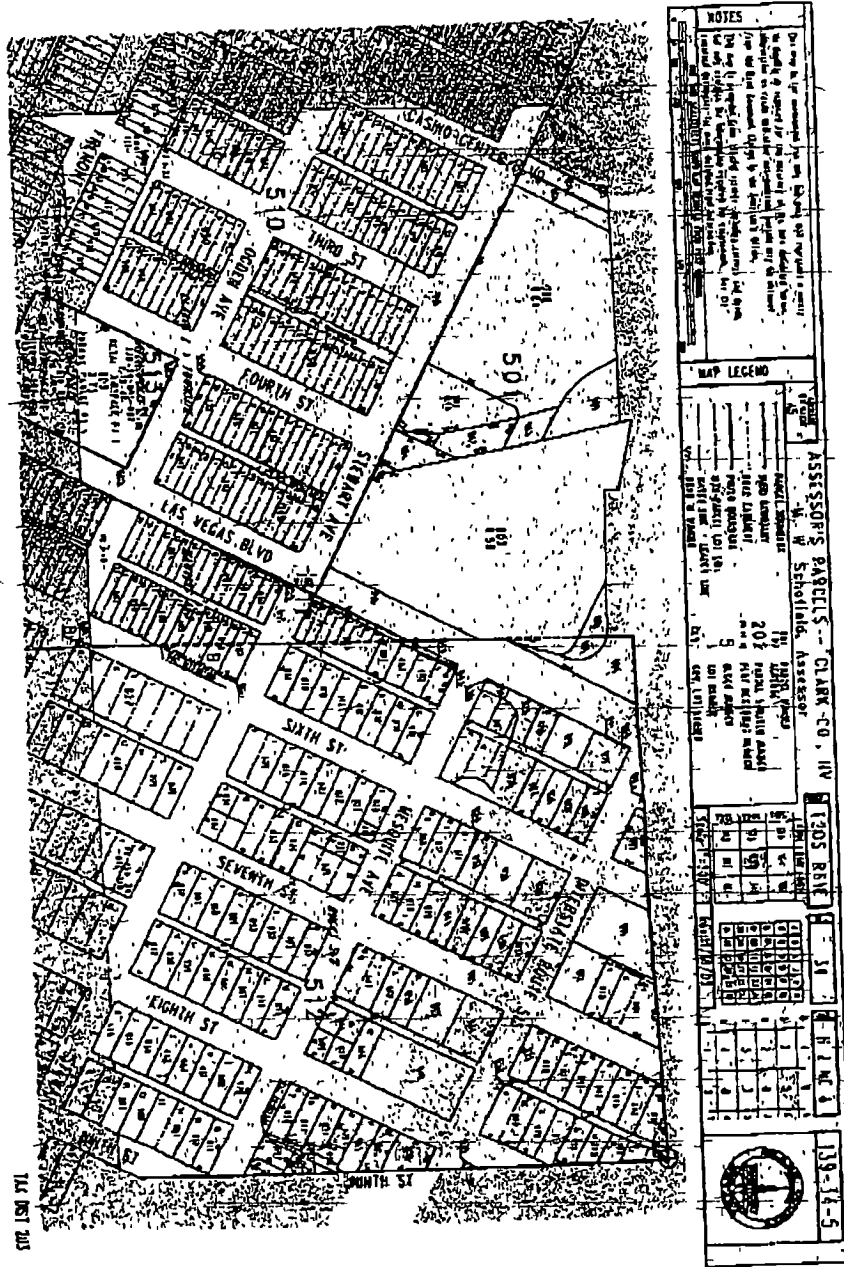
8. ~~Entire Agreement.~~ The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled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

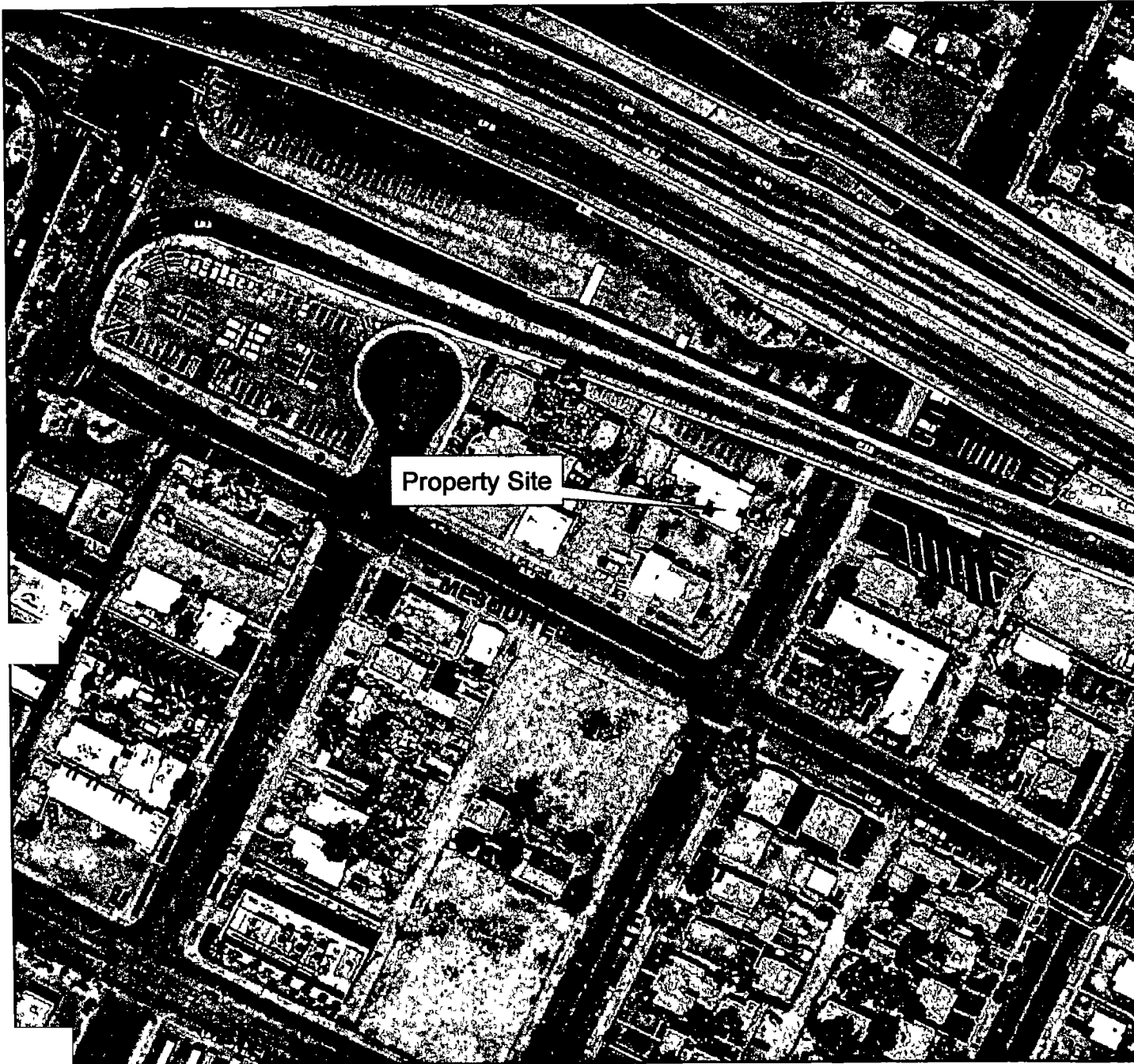
9. ~~Modifications or Amendments.~~ No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

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.

EXHIBIT "A"





Aerial Map

APN 139-34-512-039
David M. Litvak

Real Estate & Asset Mgmnt



2/18/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On November 19, 2003, City Council approved entering into negotiations with HELP USA to give Help Las Vegas Housing Corporation II property from the former MASH site to build housing for low-income individuals and families, with a preference for veterans housing. This Option to Purchase is the result of those negotiations and a requirement for receiving tax credits and funding to build the project.

RECOMMENDATION:

Staff recommends approval & authorization of the Mayor to execute the Option Agreement w/Help LV Housing Corp. II & staff of Public Works/Real Estate to complete & execute any additional documents necessary completion of the intent of this contractual obligation for the term of this agreement.

BACKUP DOCUMENTATION:

Option Agreement

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF APRIL 5, 2004

Public Works

Item 4 – Discussion and possible action regarding Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)

MINUTES – Continued:

SUE PRESCOTT, Neighborhood Services, stated the Option Agreement is for the development of housing specifically targeted for homeless vets. Staff recommended approval.

AL GALLEGGO asked if the housing project was being built for the veterans or low-income persons, expressing concern for families to locate in this vicinity given area activities. MS. PRESCOTT stated that the HOME fund financing means that the project can target veterans but cannot exclude non-veteran buyers who qualify as low-income.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(5:07 – 5:09)

1-162

OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and HELP LAS VEGAS HOUSING CORPORATION II, a non-profit corporation ("Optionee").

R E C I T A L S

A. City is the owner in fee of that certain real property consisting of approximately 4.8 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel"), and designated on the attached Draft Parcel Map, Exhibit "B".

B. Optionee is applying for tax credits from the Nevada Housing Division for the construction of 300 units of affordable housing on the Land identified and depicted as Parcel #1 on the Draft Parcelization Map.

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

A G R E E M E N T

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

1. OPTION TO ACQUIRE.

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

1.2 Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until December 31, 2004

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

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms

hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

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

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

2. INSPECTIONS AND REVIEW.

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

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

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the

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

3. CONDITIONS TO CLOSE OF ESCROW.

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

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

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

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

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

(vii) escrow closing shall be subject to City obtaining Final Map Approval for the subdivision of the original 10-acre parcel into four parcels, including the 4.84 acre parcel, which is the subject of this Agreement.

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

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

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

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

4. MISCELLANEOUS.

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

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

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

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

To Optionee: Help Las Vegas Housing Corp. II
500 Pilot Rd. Suite A
Las Vegas, NV 89119
Attn: Craig Galati, President
Telecopier: (702) 263-8111

Copy to: KLK Development Consultants, Inc.
46 Inningwood Rd.
Ossining, NY 10562
Telecopier: (914) 923-0682

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

4.4 Assignment. Optionee hereby represents and warrants that the parcel is being acquired for the purpose of development of 300 units of affordable housing, and is not for speculative purposes. Except as set forth in this Option, the Optionee shall not assign any interest in or delegate any obligation under this Option, or sell or transfer the parcel or any portion thereof, without the written consent of the City which shall not be unreasonably withheld. Optionee represents and warrants to the City that the parcel may be assigned to non-profit corporation formed for the sole purpose of owning and operating the project as required by the city of Las Vegas and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

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

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

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

this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

"CITY"

ATTEST:

BARBARA JO RONEMUS, City Clerk

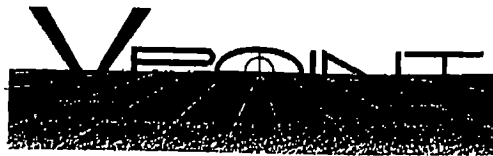
APPROVED AS TO FORM:

J. Pombicello 3/15/04
Date

HELP LAS VEGAS HOUSING CORP. II a
non-profit corporation

By: _____
CRAIG S. GALATI
Its: President

"OPTIONEE"



PLANNERS • CONSULTING ENGINEERS • SURVEYORS

CITY PARCEL

EXHIBIT "A"

W.O.# 130-E147
File: E147EX01.doc
March 3, 2004
By: MJM
Checked By: TLH

EXPLANATION: Property description for Proposed Parcel 1 at the City of Las Vegas former MASH site.

BASIS OF BEARINGS:

The Basis of Bearings for this property description is the northerly line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, which bears, North 89°42'26" East, as per Map recorded in File 78, Page 1 of Parcel Maps in the Office of the County Recorder of said County.

Being a portion of Lot 2 in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in File 78, Page 1 of Parcel Maps in the Office of the County Recorder of said County, situated in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2;

Thence along the westerly line of said Lot 2, South 00°18'03" East, 341.62 feet to a line being 341.62 feet southerly and parallel with measured right angles from the northerly line of said Lot 2, said point being the **POINT OF BEGINNING**;

Thence along said parallel line, North 89°42'26" East, 500.15 feet;

Thence South 69°33'33" East, 150.00 feet to the easterly line of said Lot 2;

Thence along said line, South 27°53'04" West, 429.99 feet to the southerly line of that certain "City of Las Vegas" parcel of land as shown per File 83, Page 11 of Surveys;

Thence along said line the following two (2) courses: North 76°23'49" West, 440.23 feet;

Thence North 89°41'57" West, 10.00 feet to said westerly line of Lot 2;

Thence along said line, North 00°18'03" West, 326.41 feet to the POINT OF BEGINNING

Said parcel contains 4.841 acres, more or less.

"The above described parcel of land represents a portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and or local ordinance."

END OF DESCRIPTION

4.8 acres

, Nevada 89014 • (702) 248-6415 • Fax 248-0626



WO #	130-E147
BY	MJM
DATE	01/09/04
SCALE	SCALE
CHECKED	TLH
SHT NO 3 OF 3 SHEETS	

DRAFT

Disclosure of Principals

The principals and partners of Help Las Vegas Housing Corp. II and all persons and entities holding more than 1% interest in Help Las Vegas Housing Corp. II or any principal of Help Las Vegas Housing Corp. II are the following:

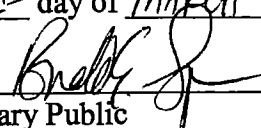
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>CRAIG S. GALATI</u>	<u>500 PILOT RD, STE. A LV, NV 89119</u>	<u>702 263-7111</u>
2. <u>RICHARD MOTTA</u>	<u>30 E. 33RD ST. NY, NY 10016</u>	<u>212 779-3350</u>
3. <u>JOSEPH GALLO</u>	<u>"</u>	<u>"</u>
4. <u>VINCENT RAVASCHIERE</u>	<u>"</u>	<u>"</u>
5. <u>THOMAS MAURO</u>	<u>"</u>	<u>"</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

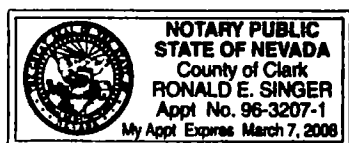
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

HELP LAS VEGAS HOUSING CORP. II, a
non-profit corporation

By: 
Its: President
CRAIG S. GALATI

Subscribed and sworn to before me this
22nd day of MARCH, 2004.


Notary Public



AGENDA SUMMARY PAGE**REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004**

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: IAIN VASEY, ACTING**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Discussion and possible action regarding City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

In December 2000, City Parkway V had acquired the entire 61 acres as part of the Lehman Bros. land exchange. In May 2001, City Parkway V transferred approximately 56 acres to City Parkway IV in order for City Parkway IV to make application to be included in the gaming overlay district. The application was successfully completed and the need to keep the properties in two separate corporations is no longer necessary. This action will transfer the 56 acres belonging to City Parkway IV, including outstanding obligations, to City Parkway V. The consolidation of the properties into City Parkway V will be less burdensome to maintain and the properties can be managed more efficiently.

RECOMMENDATION:

It is recommended that the City Council approve the officers of City Parkway IV to execute the Quitclaim Deed, Assignment and necessary documents to transfer approximately 56 acres of real property and obligations to City Parkway V, for the officers of City Parkway V to accept the Quitclaim Deed and Assignment and to take all necessary action properly related thereto.

BACKUP DOCUMENTATION:

1. Quitclaim Deed
2. Assignment
3. Disclosure of Principals for City Parkway V and City Parkway IV
4. 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 APRIL 5, 2004

Public Works

Item 5 – Discussion and possible action regarding City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

MINUTES – Continued:

TERI PONTICELO, Deputy City Attorney, stated the property was initially owned under the City Parkway V. Fifty-six acres were transferred to City Parkway IV to include the property in the gaming overlay district. The application to do so was successful. As a housekeeping measure, MS. PONTICELO requested transfer of the 56 acres back to City Parkway V. Staff recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(5:13 – 5:14)

1-325

APN 139-34-110-003

Recorded at the Request of:

City Parkway V, Inc.
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

When Recorded, Return to:

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

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City Parkway IV, Inc., a Nevada non-profit corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City Parkway V, Inc., a Nevada non-profit corporation, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2004.

CITY PARKWAY IV, INC.

By: _____
Douglas Selby, President

Approved as to form:

J. Pombello 3/24/04
Date

ACKNOWLEDGEMENT

State of Nevada)
) ss.
County of Clark)

On this ____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, Douglas Selby, known to me to be the President of City Parkway IV, Inc., and he acknowledged to me that he executed the same for and on behalf of City Parkway IV, Inc. and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

EXHIBIT A

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND BEING SUBDIVIDED OUT OF LOT 5 OF PARKWAY CENTER AS RECORDED IN BOOK 53, PAGE 61 OF PLATS.

BEING A PORTION OF SAID LOT 5, SAME BEING A PORTION OF THE WEST HALF (W1/2) OF SECTION 34 AND THE EAST HALF (E1/2) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the southeast corner of said lot 5, being on the north line of Bonneville Avenue (100 foot right-of-way), same being on the west line of the Union Pacific Railroad right-of-way (100 foot wide);

THENCE, along the north line of said Bonneville Avenue the following four(4) courses and distances:

1. North $62^{\circ}04'12''$ West, a distance of 204.98 feet to a point of curvature to the left;
2. With said curve to the left, concave southerly, having a radius of 550.00 feet, a central angle of $36^{\circ}45'51''$, and along the arc 352.91 feet to a point of tangency;
3. South $81^{\circ}09'57''$ West, a distance of 485.41 feet to a point of curvature to the right;
4. With said curve to the right, concave northeasterly, having a radius of 55.00 feet, a central angle of $95^{\circ}00'00''$, and along the arc 91.19 feet to a point of tangency on the east line of Grand Central Parkway (100 foot right-of-way);

THENCE, along the east, southeasterly, and southerly line of said Grand Central Parkway the following ten (10) courses and distances:

1. North $03^{\circ}50'03''$ West, a distance of 94.71 feet to a point of curvature to the right;
2. With said curve to the right, concave easterly, having a radius of 450.00 feet, a central angle of $31^{\circ}45'19''$, and along the arc 249.41 feet to a point of tangency;
3. North $27^{\circ}55'16''$ East, a distance of 1058.21 feet to a point of curvature to the right;
4. With said curve to the right, concave southeasterly, having a radius of 450.00 feet, a central angle of $20^{\circ}42'14''$, and along the arc 162.61 feet to a point of tangency;
5. North $48^{\circ}37'30''$ East, a distance of 1217.02 feet to a point of curvature to the right;
6. With said curve to the right, concave southeasterly, having a radius of 450.00 feet, a central angle of $25^{\circ}40'39''$, and along the arc 201.67 feet to a point of tangency;
7. North $74^{\circ}18'09''$ East, a distance of 331.32 feet to a point of curvature to the right;

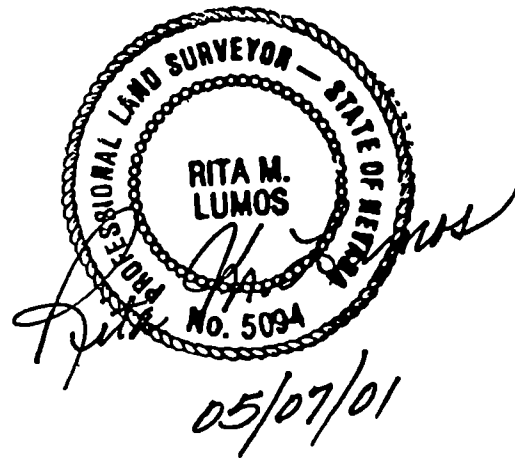
8. With said curve to the right, concave southerly, having a radius of 350.00 feet, a central angle of $43^{\circ}37'41''$, and along the arc 266.51 feet to a point of non-tangency from which a radial line bears South $27^{\circ}55'50''$ West;
9. South $27^{\circ}55'50''$ West, a distance of 5.00 feet to an interior angle point;
10. South $62^{\circ}04'10''$ East, a distance of 68.80 feet to a point on said west line of the Union Pacific Railroad;

THENCE, along said west line South $27^{\circ}55'16''$ West, a distance of 741.16 feet to a point of non-tangent curvature to the left from which a radial line bears South $31^{\circ}53'35''$ East; THENCE, leaving said west line and crossing a portion of said lot 5, from a tangent bearing South $58^{\circ}06'25''$ West, with said curve to the left, concave southeasterly, having a radius of 1510.00 feet, a central angle of $30^{\circ}11'04''$, and along the arc 795.50 feet to a point of tangency;

THENCE, South $27^{\circ}55'21''$ West, a distance of 150.00 feet to a point of curvature to the left;

THENCE, with said curve to the left, concave easterly, having a radius of 1510.00 feet, a central angle of $30^{\circ}11'15''$, and along the arc 795.57 feet to a point of non-tangency from which a radial line bears North $87^{\circ}44'06''$ East, same point being on said west line of the Union Pacific Railroad;

THENCE, with said west line, South $27^{\circ}55'16''$ West, a distance of 365.64 feet to the POINT OF BEGINNING, containing 56.03 acres of land.



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
CITY OF LAS VEGAS

05-18-2001 14:49 DEN
OFFICIAL RECORDS
BOOK: 20010518 INST: 02199
FEE: .00 RPT: EX#002

ASSIGNMENT AND ASSUMPTION

By this ASSIGNMENT AND ASSUMPTION (this "Assignment"), City Parkway IV, Inc., a Nevada nonprofit corporation ("Assignor") and City Parkway V, Inc., a Nevada nonprofit corporation of the State of Nevada ("Assignee"), covenant, represent, warrant, and agree as follows.

I. Agreement

Therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows.

1.1 Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to all contracts, promissory notes, accounts payable, leases, rents, personal property, insurance policies, and all other property held in the name of Assignor effective the ____ day of April, 2004 (the "Effective Date").

1.2 Assumption. Assignee hereby accepts all the right, title, and interest of Assignor in and to the property described above and hereby undertakes, assumes, and agrees to perform all covenants, obligations, and duties of Assignor contained in the property described above.

II. Miscellaneous

2.1 Successors and Assigns. This Assignment shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be. The rights and obligations of Assignor and Assignee hereunder shall not be further assigned without the consent of the City.

2.2 Counterparts. This Assignment may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

2.3 Attorneys' Fees. In the event either party hereto institutes an action or other proceeding to enforce any rights arising under this Assignment, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

2.4 Notices. Any notice or communication to be given under the terms of this Assignment (a "Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested. Notice shall be effective: (i) if personally delivered, when delivered; (ii) if by facsimile, on the day of transmission thereof on a proper facsimile machine with confirmed answerback; (iii) if by overnight delivery, the date after delivery thereof to a reputable overnight courier service; and (iv) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid.

Notices shall be addressed as follows:

If to Assignor: City Parkway IV, Inc.
400 Stewart Ave. 2nd floor
Las Vegas, Nevada 89101
Attn: Office of Business Development

If to Assignee: City Parkway V, Inc.
400 Stewart Ave., 2nd floor
Las Vegas, Nevada 89101
Attn: Office of Business Development

or at such other address as a party may from time to time designate by Notice hereunder.

2.5 Severability. The invalidity or illegality of any provision, term, or agreement contained in or made a part of this Assignment shall not affect the validity of the remainder of this Assignment.

2.6 Entire Agreement. This Assignment is the sole expression of the parties' intent and expectations and contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein. This Assignment may not be amended or modified in any way except by a written amendment to this Assignment duly executed by the parties.

2.7 Waiver. No waiver of a breach of, or default under, any provision of this Assignment shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Assignment.

...
...
...
...

2.8 Applicable Law. This Assignment shall be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of Nevada.

DATED this _____ day of April, 2004.

ASSIGNOR

City Parkway IV, Inc.,
a Nevada nonprofit corporation

By: _____
Douglas Selby, President

ATTEST:

Steve Houchens, Secretary

ASSIGNEE

City Parkway V, Inc.,
a Nevada nonprofit corporation

By: _____
Douglas Selby, President

ATTEST:

Steve Houchens, Secretary

Approved as to form:

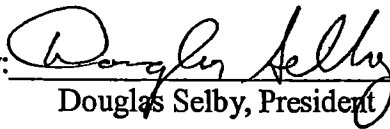
J. Pinball 3/26/04
Date

Disclosure of Principals

The principals and partners of City Parkway IV, Inc. and all persons and entities holding more than 1% interest in City Parkway IV, Inc. or any principal of City Parkway IV, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Douglas Selby, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501
2. Steve Houchens, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501

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

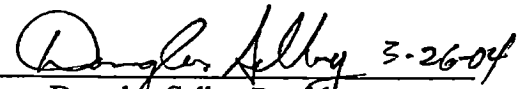
By:  3-26-04
Douglas Selby, President

Disclosure of Principals

The principals and partners of City Parkway V, Inc. and all persons and entities holding more than 1% interest in City Parkway V, Inc. or any principal of City Parkway V, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Douglas Selby, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501
2. Steve Houchens, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501

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

By:  3-26-04
Douglas Selby, President



City Parkway IV & V



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY, ACTING

☐

CONSENT

☒

DISCUSSION

SUBJECT:

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

Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard, APN 139-21-313-002 (010-290-) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On July 19, 2000, the City Council approved a Memorandum of Understanding (MOU) with the General Services Administration for the construction of an office building for the FBI. The MOU specified that the City would contribute a 5.32-acre site in the Las Vegas Enterprise Park once the GSA entered into a lease with a developer to construct the facility. The GSA has entered into a 15-year lease with Stella Lake Partners, LLC (Developer). The Developer must close escrow by May 31, 2004, commence construction by November 30, 2004, and complete construction by November 30, 2006.

RECOMMENDATION:

Approval and Authorization for Mayor to execute the Real Property Conveyance Agreement, and any related documents

BACKUP DOCUMENTATION:

1. Agenda Memo
 2. Site Map
 3. Architectural Rendering
 4. Site Plan - Phase 1
 5. Real Property Conveyance Agreement
 6. Disclosure of Principals
 7. GSA Standard Form 2, Lease No. GS-09B-01134
- Submitted at meeting - 7 color renderings of the building

REAL ESTATE COMMITTEE MEETING OF APRIL 5, 2004

Public Works

Item 6 – Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard, APN 139-21-313-002 (010-290-) - Ward 5 (Weekly)

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

IAIN VASEY, Manager, Office of Business Development, stated that the General Services Administration (GSA) had selected Harwood and Associates as the developer for the 120,000 square foot facility. There is an executed binding lease agreement with the GSA for 15 years. The developer must close escrow by May 31st, begin construction by November 30, 2004, and complete construction by November 30, 2006. The \$28,000,000 building will house 230 FBI employees. MR. VASEY presented a rendering of the very attractive building for the record. The City is granting the property to GSA for the developer. The cost of the land will be reimbursed by property taxes within four years.

DAMON HARWOOD, President of Harwood and Associates; DAVE BAKER, Contracting Officer for the GSA; and KATHY FLETCHER, FBI representative, were available for questions. Staff recommended approval.

AL GALLEG0 questioned whether the palm trees would be cell towers. KATHY FLETCHER replied they would not. COUNCILMAN WEEKLY noted the question was appropriate given the various cell tower designs. MS. FLETCHER advised that no request for cell towers on the site have been made to the FBI, nor would the FBI consider the idea. MR. HARWOOD outlined the three-and-a-half year process with the FBI and GSA and Harwood and Associates' building history throughout the country for the federal government and private sector. This FBI building will be one of the best and, based on square footage calculations, most expensive buildings his company has ever built. He is proud to be a part of this project and plans to be good, long-term neighbor within the City.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed and wished all the parties involved good luck.

(5:14 – 5:18)

1-365

AGENDA MEMO

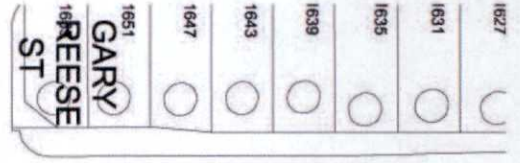
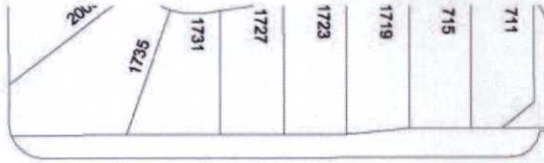
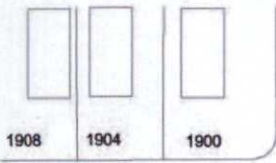
REAL ESTATE COMMITTEE MEETING DATE: APRIL 5, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard

1. On July 19, 2000, the Las Vegas City Council approved a Memorandum of Understanding (MOU) with the General Services Administration for the construction of an office building for the Federal Bureau of Investigation. The MOU provided that the City would donate the 5.32-acre site located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard.
2. Pursuant to the MOU, within 90 days of the GSA's selection of a developer, the City would donate the Site to the GSA-selected developer the Site at no cost. The GSA has selected and executed a lease with Stella Lake Partners, LLC ("Developer"). Stella Lake Partners, LLC is a single asset development company formed by Harwood & Associates for the purpose of building the office facility. Harwood & Associates has an extensive, successful track record in building office buildings for occupancy by federal government tenants.
3. The MOU contained the form for a Real Property Conveyance Agreement to formalize the terms of conveyance. The Developer has agreed to the terms of the Real Property Conveyance Agreement, which require the Developer to close escrow by May 31, 2004, to commence construction within 6 months of close of escrow (November 30, 2004), and to complete construction within 24 months thereafter (November 30, 2006).
4. The Lease between the GSA and the Developer requires the Developer to deliver office space comprised of no less than 106,955 square feet. To accomplish this, the Developer will build an office building containing 120,232 square feet of gross square feet, with a planned addition area of 26,592 square feet.
5. The Developer's architect, James M. Wright, AIA, has completed a site plan and building elevations. Whiting-Turner Contracting Company will be the general contractor.
6. The City's base investment in the land is approximately \$577,000. Based on projected property tax revenue resulting from the improvements, the City will recoup its base investment within four years of completion of construction.
7. In the event that the Developer would not perform its obligations of closing escrow, commencing construction, and completing construction within the required timeframe, the City could terminate the Conveyance Agreement and recapture the Site through a Quitclaim Deed which shall be held in escrow until construction is complete.

Site Map



LAKE MEAD BLVD

Subject Property
5.320 acres, +/-

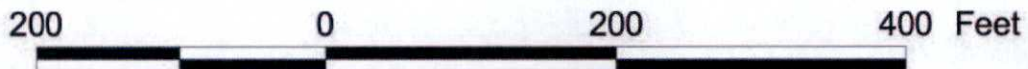
OFFICE

1951

STELLA LAKE ST

MC

METRO
SUB STATION





**REAL PROPERTY CONVEYANCE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND HARWOOD & ASSOCIATES**

THIS AGREEMENT, entered into this _____ day of _____, 2004,
by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada
(hereinafter the "City") and STELLA LAKE PARTNERS, LLC, a Limited Liability Company of
the Commonwealth of Virginia (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located in the Las Vegas
Enterprise Park (hereinafter the "Enterprise Park"); and

WHEREAS, the Enterprise Park is comprised of approximately seventy-five (75) acres
that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the
north, and Vegas Drive on the south; and

WHEREAS, one of the primary goals of the Enterprise Park is to act as an employment
center and to provide needed public services to the central core neighborhoods in Las Vegas; and

WHEREAS, the General Services Administration ("GSA") and Federal Bureau of
Investigation ("FBI") have expressed interest in the Enterprise Park for the administrative offices
of the FBI; and

WHEREAS, the FBI occupying its administrative offices and its related automotive radio
maintenance facility in the Enterprise Park will contribute to City in its efforts to revitalize the
central core of Las Vegas; and

WHEREAS, by Resolution No. 84-99, the City expressed its willingness to provide to
GSA, or its nominee, certain real property in the Enterprise Park for the purpose of constructing
and maintaining an administrative office to be occupied by the FBI; and

WHEREAS, the City and GSA have entered into a Memorandum of Understanding dated
Harwood_LasVegas (PropertyConveyance)

July 19, 2000 (the "Memorandum of Understanding") for the conveyance of certain property in the Enterprise Park to a developer to construct an administrative building which shall be leased to GSA and occupied by FBI; and

WHEREAS, the City desires to convey to the Developer, and the Developer desires that it accept from the City, a portion of said City-owned property, that portion being more particularly described in Exhibit B attached hereto and referred to hereinafter as the "Site"; and

WHEREAS, pursuant to Lease No. GS-098-01134 (the "Lease"), Developer has agreed to lease to GSA the proposed office building to be constructed on the Site pursuant to the Lease (the "Facility") for FBI's occupancy and use as its administrative offices; and

WHEREAS, the Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" (hereinafter the "CC&Rs"), which is recorded in the records of the Clark County Recorder at Book No. 991110, Instrument No. 01268; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the conveyance of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the conveyance to the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, subject to the provisions of Section 21.

2. THE SITE

The Site consists of approximately 5.3 acres, is depicted generally in Exhibit A, and is described more particularly in Exhibit B. Exhibits A and B are attached hereto and

incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from the local utility companies.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the City agrees to convey to the Developer, and the Developer agrees to the conveyance and transfer of the Site as described above, subject to the terms and conditions of this Agreement and related provisions of the Memorandum of Understanding between the City and GSA.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Dollar (\$1.00) (hereinafter "Purchase Price"). The Purchase Price for the Site is due and payable at or before the close of escrow as described in Section 13.

5. SITE DEVELOPMENT

The Developer agrees that:

A. Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas, as same may be waived by the City pursuant to the CC&Rs.

B. To utilize the Site for the purpose of constructing the Facility to be leased to GSA in accordance with the Lease and not for speculative purposes. The Developer agrees to develop the entire Site within the time schedule set forth in Section C.

C. Within six (6) months after the acquisition of the Site, the Developer will

begin construction and will complete such construction within twenty-four (24) 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 (including without limitation, government moratoriums and other governmental delays in the issuance of certificates of occupancy and other permits necessary for development and occupancy of the Facility), acts of God or other events reasonably beyond the Developer's control. The construction of the Facility upon the Site will be considered completed for purposes of this Agreement at the time that the City issues a Certificate of Occupancy, as defined by Title 16 of the Las Vegas Municipal Code, Nevada Revised Statutes Chapter 268, and by applicable law.

D. Upon completion of construction of the Facility, the Developer leases the Facility to GSA pursuant to the Lease.

Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 5 shall entitle the City, in its sole discretion, to exercise its rights under Section 24.

6. GENERAL REPRESENTATIONS

The City and the Developer each represent and warrant that:

A. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;

B. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Developer as provided in this Agreement;

C. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed

of trust, promissory note, lease, bank loan or credit agreement.

7. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey to the Developer the Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer shall be borne by the Developer. The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines and other on-site improvements.

8. ESCROW

The Developer agrees to open an escrow with a mutually agreed upon local title company or some other title insurance company satisfactory to the City and the Developer (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within sixty (60) days after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 8 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The City shall timely and properly execute, acknowledge and deliver to the

Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement.

Upon delivery of the deed to the Escrow Agent by the City pursuant to this Agreement and upon tender by the Developer of the Purchase Price, the Escrow Agent shall record such deed when title can be vested in the Developer and title insurance as required by Section 14 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

A. Expeditiously obtain a preliminary title report ("PTR") for the Site and deliver a copy to each party. Thereafter, the Developer shall have ten (10) working days (or, if later, until close of business on the last day of the Inspection Period) in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within ten (10) working days after delivery (or, if later, until close of business on the last day of the Inspection Period) shall be deemed to represent the Developer's approval of the PTR.

B. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 8 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;

C. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer;

D. Obtain and charge the Developer the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 14 of this Agreement. The additional cost of an ALTA survey policy if desired by the Developer shall be borne entirely by the Developer.

E. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return by

either party shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 8 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 28 of this Agreement for notices, demands and communications between the City and the Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 8 to 14, inclusive, of this Agreement.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless

from any claim or demand made by any brokers.

9. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

A. Provided that the Developer is not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to May 31, 2004. The City and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

B. Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by the one hundred twentieth (120th) day following the effective date of this Agreement:

1) The Developer's development plans for the Site have not been approved pursuant to Las Vegas Municipal Code and the CC&Rs, as same may be waived by the City pursuant to the CC&Rs; or

2) The Developer has not approved the preliminary title report in accordance with Section 8 of this Agreement.

C. Vacant possession of the Site shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 19 of this Agreement. The Developer shall accept title and possession on or before the dates described in this Section 9.

10. FORM OF DEED

The City shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 11 of this Agreement by a grant, bargain and sale deed

in a form that is consistent with Exhibit C to this Agreement.

11. CONDITION OF TITLE

The City shall convey title to the Site free and clear of all recorded liens, encumbrances, assessments, taxes, and other defects except those acceptable to the Developer.

12. CONDITIONS PRECEDENT TO CLOSING

In order for escrow to close with respect to the Site, the City must have deposited with the Escrow Agent the appropriate deed and an executed copy of the Memorandum of Understanding between the City and GSA. The Developer must have deposited with the Escrow Agent the Purchase Price and executed copies of the Lease.

13. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 12, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 14 of the Agreement. The recordation of the deed shall constitute the close of escrow.

14. TITLE INSURANCE

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that the title to the property is vested in the Developer in the condition required by Section 11 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be in the amount of the acquisition cost of the property, or such other amount requested by the Developer.

15. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Should it elect to do so, the Developer shall also be responsible for seeking, petitioning for a waiver from the Clark County Assessor's Office of any real estate taxes or assessments assessed and levied on the Site. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

The City represents that no amount shall be due to the Las Vegas Enterprise Park Owners Association for the assessment on the Site for the period from the close of escrow to the end of the year.

16. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer.

17. ZONING OF THE SITE

The City represents that the City of Las Vegas General Plan and zoning ordinances permit the development and construction of the Facility on the Site. Pursuant to the CC&Rs, the City agrees to waive any provision of the CC&Rs necessary or appropriate to accommodate the development of the Facility on the Site.

18. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City

makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the deed to be delivered by the City to the Developer as set forth in Section 10,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the Memorandum of Understanding constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

19. INSPECTION BY THE DEVELOPER

Commencing with the first date set forth above and extending for a period of sixty (60) days thereafter, (the "Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including costs and attorney's fees,

arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. The Developer shall have access to all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance of title thereto shall be done only after written consent of the City Manager (which consent shall not be unreasonably withheld or delayed) and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from each and every entry upon and inspection of the Site and execute such documents as are customarily required for entry onto public property. The City Manager is authorized to execute such documents for the Developer's entry onto public property without further action by the City. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site reveals soil or other conditions that, in the Developer's reasonable judgment, make development impossible or impractical.

20. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

21. ASSIGNMENT; MORTGAGES

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5, and is not for speculative purposes. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof for a period of one (1) year from the date that title passes to the Site, without the written consent of the City. The above notwithstanding, Developer shall be permitted to encumber its interest in the Site, to secure its construction financing, permanent financing, or refinancing thereof.

22. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

23. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the conveyance of the Site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, the City shall be entitled to terminate this Agreement.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

A. Written notice of default is provided to the party in default; and

B. Within thirty (30) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

24. RIGHT TO REPURCHASE, REENTER AND REPOSSESS

In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if, after conveyance of title thereto and prior to the issuance of all

certificates of occupancy therefor, the Developer does any of the following:

A. Transfers the Site or any part thereof in violation of Section 21 of this Agreement. This is a condition subsequent and not merely a covenant.

B. Fails to lease the building on the Site to GSA pursuant to the Lease. This is a condition subsequent and not merely a covenant.

C. Fails or refuses to comply with or to cure the default of any provision of Section 5 for a period of thirty (30) days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure.

The right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing permitted by this Agreement.

Upon the City's exercise of its right to repurchase, reenter and take possession of the Site pursuant to this Section 24, and as a condition of its exercise of such right, the City shall pay all sums due and owing pursuant to any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance securing the Developer's construction financing of the Facility.

For the purpose of implementing the provision of this Section, at the time of conveyance of the Site, the Developer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed in the form of Exhibit D hereto. The deposit of this deed will be accompanied by irrevocable escrow instructions in the form of Exhibit E hereto directed to the Escrow Agent and signed by the Developer and the City. If any of the events authorizing the

City to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) days prior notice to the Developer, to record the Quitclaim Deed to the Site. Upon Developer's completion of the construction of the Facility on or before the time set forth in Section 5C, the City agrees to execute, acknowledge, and record an instrument terminating its rights under this Section 24, and shall authorize Escrow Agent to return the Quitclaim Deed to the Developer.

25. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

26. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

27. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

28. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of

the City and the Developer as set forth in this Section 28. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City of Las Vegas
Office of the City Manager
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Douglas A. Selby, City Manager

If to the Developer: Stella Lake Partners, LLC
c/o Damon Harwood Company, Inc.
11350 Random Hills Road, Suite 800
Fairfax, VA 22030
Attention: Damon P. Harwood

29. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 20, inclusive, and Exhibits A, B, C, D, E, and F attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer and no waiver of one provision shall be construed as a waiver of ~~that~~ provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

30. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

31. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

32. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

33. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to the City, must be approved by the City Council, executed and delivered by the City within sixty (60) days or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. This Agreement may be recorded in the Office of the County Recorder, Clark County, Nevada.

34. DISCLOSURES.

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1,

1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit F, all principals, including partners of Developer, as well as all persons and entities holding more than 1% interest in Developer or any principal of Developer. Throughout the term hereof, Developer shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

CITY OF LAS VEGAS ("City")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

Date of City Council Approval:

Date

APPROVED AS TO FORM:

J. P. [Signature] 3/19/04
Date

STELLA LAKE PARTNERS, LLC ("Developer")

By: Damon Harwood Company, Inc.
Its: Manager

By: Damon Harwood
Name: Damon Harwood
Title: President

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2004, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

NOTARY PUBLIC, in and for said County and State

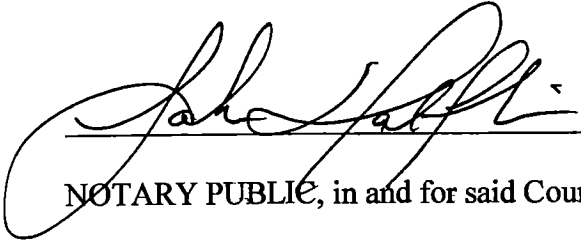
My Commission Expires:

COMMONWEALTH OF VIRGINIA

ss.

COUNTY OF FAIRFAX

This instrument was acknowledged before me, a notary public, on this 18th day of MARCH, 2004, by Damon Harwood, President of Damon Harwood Company, Inc. as Managing Member/ Member of Stella Lake Partners, LLC, a Virginia Limited Liability Company.



NOTARY PUBLIC, in and for said County and State

My Commission Expires:

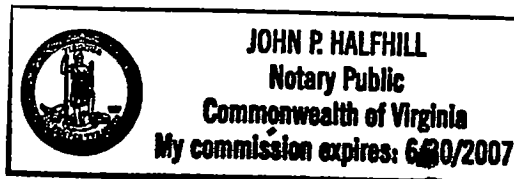


EXHIBIT “A”

SITE MAP

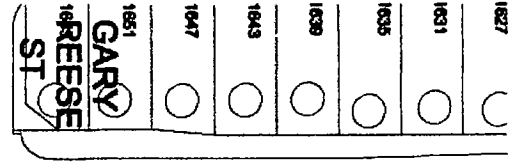
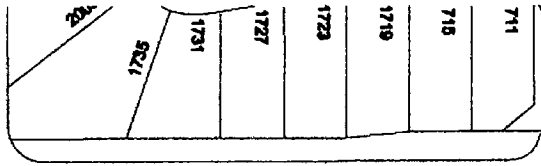
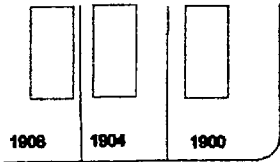
The Site Map is depicted on page that follows.

{The space below is left intentionally blank.}

...

...

Site Map



LAKE MEAD BLVD

Subject Property
5.320 acres, +/-

OFFICE

1881

STELLA LAKE ST

MC

METRO
SUB STATION

200

0

200

400 Feet



EXHIBIT "B"

**A.P.N. 139-21-313-002 (010-290-)
5.320 ACRE PARCEL IN LOT 7-1
LAS VEGAS ENTERPRISE PARK, AMENDED**

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of LOT 7 as shown on the amended plat of the LAS VEGAS ENTERPRISE PARK, AMENDED, a commercial subdivision, recorded December 31, 1996, on file in Book 77 of Plats, Page 54, also being LOT 7-1 as shown on the RECORD OF SURVEY in File 116, Page 32, both of Clark County, Nevada Records, described as follows:

COMMENCING at the Northeast corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 21; thence along the North line of said East Half (E 1/2) of the Southwest Quarter (SW 1/4), North 89°32'57" West a distance of 734.57 feet; thence South 00°27'03" West a distance of 50.00 feet to the TRUE POINT OF BEGINNING in the South line of the North 50.00 feet, being the North line of LOT 7 as shown on said amended plat of the LAS VEGAS ENTERPRISE PARK, AMENDED; thence along the South line of said North 50.00 feet and along the Northerly boundary line of said LOT 7, North 89°32'57" West a distance of 325.42 feet to the beginning of the arc of a tangent curve, concave Southeasterly and having a radius of 25.00 feet; thence continuing along the Northerly boundary line of said LOT 7, Southwesterly along said arc through a central angle of 90°00'00" and an arc distance of 39.27 feet to Westerly boundary line of said LOT 7; thence along the Westerly boundary line of said LOT 7, the following four (4) courses: 1) thence tangent to said arc, South 00°27'03" West a distance of 14.78 feet to the beginning of the arc of a tangent

OWNER'S INITIALS _____

EXHIBIT "B"

(CONTINUED)

**A.P.N. 139-21-313-002 (010-290-)
5.320 ACRE PARCEL IN LOT 7-1
LAS VEGAS ENTERPRISE PARK, AMENDED**

curve, concave Easterly and having a radius of 220.00 feet; 2) thence Southerly along said arc through a central angle of $05^{\circ}26'57''$ and an arc distance of 20.92 feet; 3) thence tangent to said arc, South $04^{\circ}59'54''$ East a distance of 645.44 feet to the beginning of the arc of a tangent curve, concave Northeasterly and having a radius of 20.00 feet; 4) thence Southeasterly along said arc, through a central angle of $84^{\circ}43'06''$ and an arc distance of 29.57 feet to the South line of said LOT 7; thence tangent to said arc, along the South line of said LOT 7, South $89^{\circ}43'00''$ East a distance of 270.29 feet; thence parallel with the East line of said East Half (E 1/2) of the Southwest Quarter (SW 1/4), North $00^{\circ}17'00''$ East a distance of 720.51 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 231,739 square feet or 5.320 acres, more or less.

OWNER'S INITIALS _____

EXHIBIT "C"
GRANT, BARGAIN AND SALE DEED

APN: _____

RPTT: _____

Recording Requested by:
City of Las Vegas, Nevada
After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to STELLA LAKE PARTNERS, LLC, a Virginia Limited Liability Company (herein the "Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference, which Property is also known as APN: _____.

1. The Property is conveyed pursuant to an agreement for purchase and sale ("the Agreement") of the Property, entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.
2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in Section 24 of said Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument permitted by the Agreement.
3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.
4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.
5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed
this _____ day of _____, 2004.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

("GRANTOR")

ATTEST:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

Date

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

STELLA LAKE PARTNERS, LLC
A Virginia Limited Liability Company

By _____
Damon Harwood, Manager/ Managing Member

"GRANTEE"

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2004, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

COMMONWEALTH OF VIRGINIA

ss.

COUNTY OF FAIRFAX

On this _____ day of _____, 2004, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DAMON HARWOOD, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

EXHIBIT "D"
FORM OF QUITCLAIM DEED

RPTT: _____

APN: _____

Recording Requested by:
City of Las Vegas, Nevada
After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RLT CORPORATION, a Nevada corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property in the city of Las Vegas, Nevada, described on Attachment "A" attached hereto.

DATED this _____ day of _____, 2004.

STELLA LAKE PARTNERS, LLC
A Virginia Limited Liability Company

By: _____
Damon Harwood, Manager

ACKNOWLEDGMENT

State of Nevada }
 }
County of Clark } :SS

This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2004, by DAMON HARWOOD.

Notary Public

EXHIBIT "E"
ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

_____, 2004
(Mutually Agreeable Title Company)

Las Vegas, Nevada _____

Re: Escrow No. _____

Dear Sir or Madam:

DAMON HARWOOD, Managing Member/ Member of STELLA LAKE PARTNERS, LLC, (the "Developer"), one of the undersigned, has entered into that certain real property Purchase and Sale Agreement dated _____, 2004, with the City of Las Vegas (the "City"), the other party to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 24 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with irrevocable escrow instructions and is for the purpose of instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 24 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 30 (thirty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 30 (thirty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 30 (thirty) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Date

Attest:

BARBARA JO RONEMUS, City Clerk

STELLA LAKE PARTNERS, LLC

By: _____
DAMON HARWOOD

_____, on behalf of _____, hereby accepts and agrees to carry out these escrow instructions.

TITLE COMPANY: _____

By : _____
Print Name: _____

EXHIBIT "F"

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	<u>Contracting Entity</u>
Name	STELLA LAKE PARTNERS, LLC
Address	11350 Random Hills Road, #800 Fairfax, Virginia 22030
Telephone	(703) 279-6540
EIN or DUNS	54-2061081

Block 2	Description
Subject Matter of Contract/Agreement: Ownership Participation Agreement	
REP #	N/A

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	Damon Harwood Company, Inc. (1%)	11350 Random Hills Road, #800 Fairfax, Virginia 22030	(703) 279-6540
2.	Damon P. Harwood (99%)	11350 Random Hills Road, #800 Fairfax, Virginia 22030	(703) 279-6540
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

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

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: _____ N/A
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.

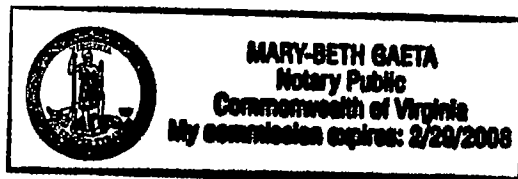
Damon Harwood
Damon Harwood Name

March 4, 2004
Date

Subscribed and sworn to before me this 4th
day of

March, 2004.

Mary-Beth Gaeta
Notary Public



STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16 601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

MARCH 2, 2004

LEASE NO **GS-09B-01134**

GSA Building Number NV7360zz

THIS LEASE made and entered into this date by and between **Stella Lake Partners, LLC** whose address is 11350 Random Hills Road, Suite 800, Fairfax, Virginia 22030-6044, and whose interest in the property hereinafter described is that of Lessor and the **UNITED STATES OF AMERICA**, hereinafter called the Government

WITNESSETH: the parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows

1. The Lessor hereby leases to the Government the following described premises.

A build-to-suit three story facility containing approximately 106,955 rentable square feet of office and related space yielding 94,660 BOMA/ANSI occupiable square feet to be constructed on a site of approximately 5.3 acres bounded by Stella Lake Drive, Lake Mead Boulevard and Mount Mariah Drive in the City of Las Vegas, County of Clark, State of Nevada. The construction will be hereinafter constructed in accordance with this Lease, including without limitation, Exhibits "A-21 Elevations", "A-00 General Information", "A-01 Site Plan - Phase I", "A-02 Site Plan - Phase II", "A-11 Level 1 Floor Plan", "A-12 Level 2 Floor Plan", "A-13 Level 3 Floor Plan", "A-14 Penthouse Plan", "A-15 Roof Plan", "Exhibit B Front View", "Exhibit C Southeast Perspective", "Exhibit D Southwest Perspective", "Exhibit E View of Staff Entrance", "Exhibit F Northeast Perspective", "Exhibit G View of West Staff Entry", "Exhibit H Lobby View", and "Exhibit I Covered Parking Summary", attached hereto and made a part hereof, together with 393 parking spaces as shown on the site plan - phase I, "Exhibit A-01", at no additional cost to the Government. The Lessor shall construct an additional 6,112 rentable square feet, provided to the Government for its use at no additional cost. (The 94,660 occupiable square feet, 393 parking spaces and the 6,112 rentable square feet are herein, collectively, referred to as the "Leased Premises")

2. **TO HAVE AND TO HOLD** the Leased Premises with their appurtenances for the term beginning on the day the space is certified by the Government as complete and ready for occupancy through the following fifteen (15) years. The actual date will be established by Supplemental Lease Agreement upon delivery of the space. The actual inspection of the leased space will be made within ten (10) working days after written notification by the Lessor to the Contracting Officer that the space is ready for occupancy. A Certificate of Occupancy must be presented on the day of the inspection.
3. The Government shall pay the Lessor \$31.75 per rentable square foot. In no event shall the Government pay for more than 106,955 Rentable Square Feet of Space. Rent shall be payable monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to

Stella Lake Partners, LLC
c/o Harwood & Associates
11350 Random Hills Road, Suite 800
Fairfax, Virginia 22030-6044

4. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All labor, materials, equipment, design fees, permit fees, professional fees, inspection fees, utilities, construction drawings (including, without limitation plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this Lease and the Government's approved drawings

LAH 554

B 393 parking spaces as described in Paragraph 1 above

C. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and all other requirements as set forth in this Lease

- 5 Lessor hereby grants Government options to expand the Leased Premises in phases. The total amount of square footage shall not exceed 25% of the usable square feet of the Leased Premises (the "Expansion Area"). The location of the Expansion Area is depicted on "Exhibit A-11 Level 1 Floor Plan". Government shall have the right to expand the Leased Premises for the entire Expansion Area at one time or in increments of less than 25%. These options shall continue through the term of the lease. In the event that Government elects to lease all or any portion of the Expansion Area, such portion of the Expansion Area shall be included within the Leased Premises for all purposes of this Lease. The terms and conditions of this Lease shall govern the Expansion Area, except that the rental payable for the Expansion Area shall be negotiated by the Lessor and Government.
6. Lessor shall have 500 calendar days from the date of lease award or receipt of the approved Government layout drawings, whichever is later, to build out the Leased Premises and make it ready for occupancy.
7. The following are attached and made a part hereof
- A. Sheets 1 through 6 containing paragraphs 8 through 28,
 - B. Solicitation for Offers 8NV0058, pages 1 through 157,
 - C. Automotive /Radio Maintenance Facility Requirements consisting of 18 pages,
 - D. Attachment A dated August 21, 2003,
 - E. Exhibit J - Design Supplement, pages 1 through 22,
 - F. Amendment Number 1 dated January 4, 2001,
 - G. Amendment Number 2 dated November 8, 2001,
 - H. Amendment Number 3 dated December 5, 2001,
 - I. Amendment Number 4 dated June 24, 2003;
 - J. Wage Rates under the Davis-Bacon Act dated October 31, 2003, pages 1 through 24,
 - K. GSA Form 3517, General Clauses (Rev 9/01) pages 1 through 27,
 - L. GSA Form 3518, Representations and Certifications (Rev 9/01) pages 1 through 4,
 - M. Memorandum of Agreement between the Government and the City of Las Vegas,
 - N. Exhibits indicated in paragraph 1 of this Lease

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR Stella Lake Partners, LLC

BY

(Signature)

Managing Member
(Title)

IN PRESENCE OF

(Signature)

11350 RANCHO NILES RD #800
(Address) FARMER, VA 22030

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer
(Official Title)



FRONT VIEW



HARWOOD &
ASSOCIATES





VIEW OF ENTRANCE



HARWOOD &
ASSOCIATES

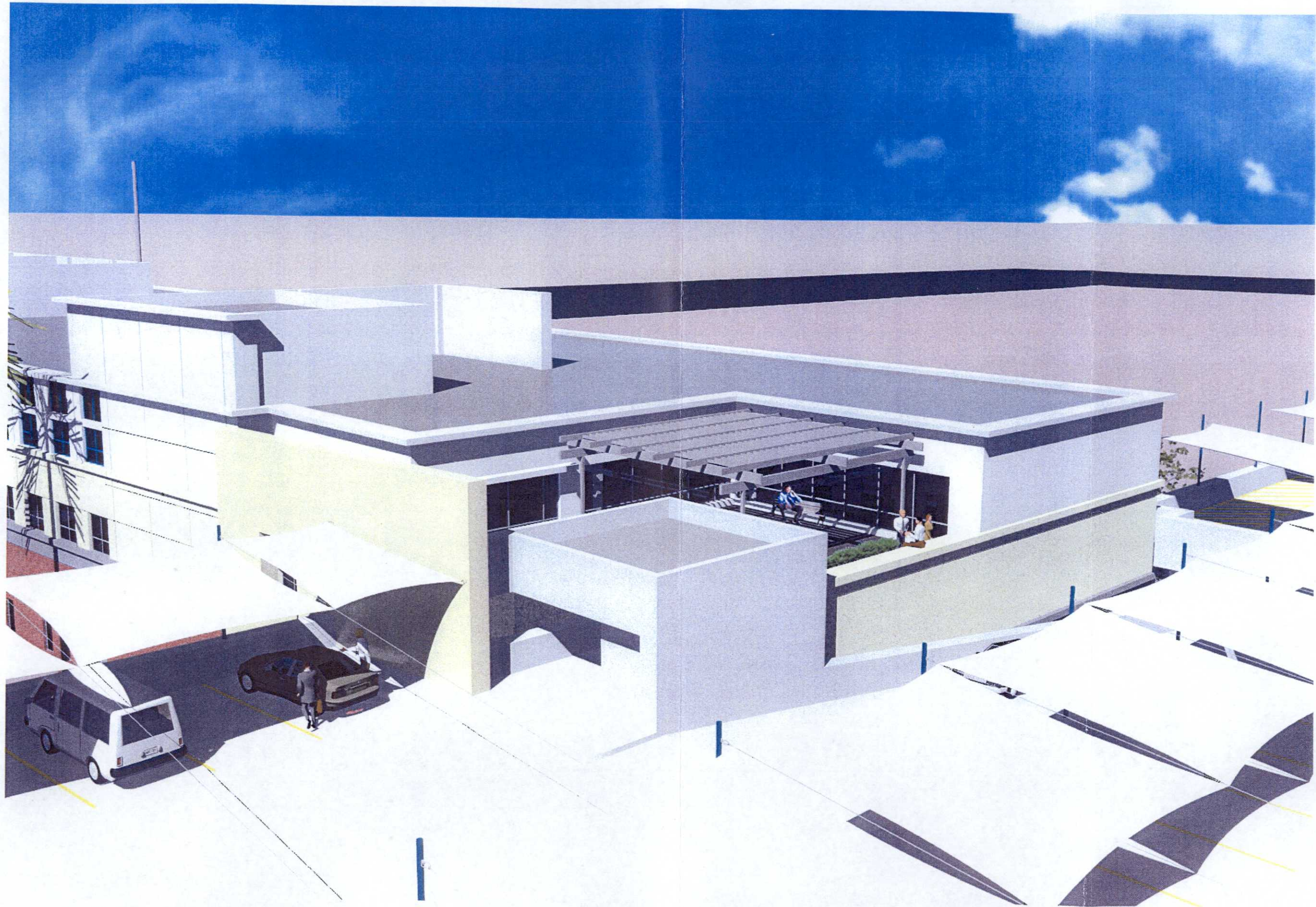




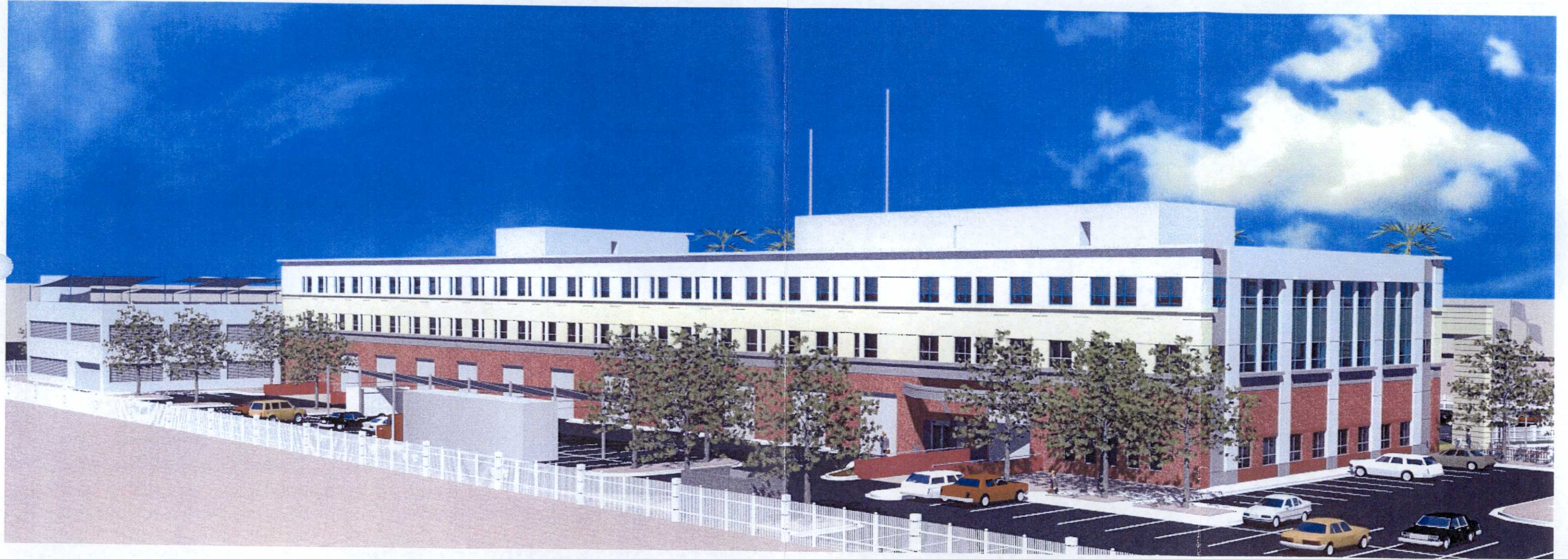
SOUTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE



VIEW OF STAFF TERRACE



NORTHEAST PERSPECTIVE



VIEW OF WEST STAFF ENTRY

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 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:

AL GALLEGO informed COUNCILWOMAN MONCRIEF that there are individuals who sleep around the Laurelhurst Apartments and the property is in need of a good clean-up. In addition, he asked if revenue was being made from Washington Construction Company for storing gravel on City land. DAVID ROARK responded that he believes the company pays a monthly amount of \$1,000 or \$1,500. MR. GALLEGO commented that the City was losing money on the deal. COUNCILWOMAN MONCRIEF instructed MR. GALLEGO to contact her liaison at extension 1771 regarding a clean-up at Laurelhurst Apartments.

(5:18 – 5:19)

1-490

THE MEETING ADJOURNED AT 5:19 P.M.

Respectfully submitted: _____



ARLENE COLEMAN, DEPUTY CITY CLERK I

April 6, 2004