

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, MAY 17, 2004
3:00 P.M.

REAL ESTATE COMMITTEE – COUNCILMAN WEEKLY AND COUNCILWOMAN MONCRIEF

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

CALL TO ORDER

ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS

- 1 Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)
- 2 Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)
- 3 Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)
- 4 Discussion and possible action regarding Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)
- 5 Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)
- 6 Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)
- 7 Discussion and possible action to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)
- 8 Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to -102 and -105 to -110 (receipt of \$50,000 deposit) - Ward 1 (Moncrief)

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

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

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

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
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

14

(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 **11th** day of **May, 2004**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **17th** day of **May, 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.

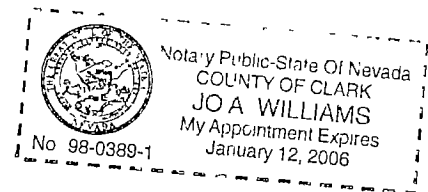
Paula Clark

City Clerk
DEPARTMENT

12th day of MAY, 2004



NOTARY PUBLIC in and for said County and State





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

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

MINUTES:

PRESENT: COUNCILMAN WEEKLY and COUNCILWOMAN MONCRIEF

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

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

City Hall Plaza, Special Outside Posting Bulletin Board

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(3:05)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Water District inspected the water distribution facilities located at 7701 West Washington Avenue, which are to be owned, operated and maintained by the Water District. The inspection determined that said facilities have been installed in accordance with the Water District standards and specifications. Therefore, the water facilities constructed for the City of Las Vegas have been accepted by the Water District as being satisfactorily completed on 4/9/2004 and the City now turns over the property to the Water District.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. LVVWD 4/16/2004 Letter
3. 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, Manager, Real Estate and Asset Management Division, stated that a Bill of Sale is standard with the Water District after completion of a fire station so that they can supply water. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 1 - Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:06 – 3:07)

1-42

BILL OF SALE

Fire Station No. 44 - 107623

FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated August 7, 2003, identified as No. 107623 between City of Las Vegas and the Las Vegas Valley Water District

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

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

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEMUS
City Clerk

OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

Robert S. Swain 4-28-04
City Attorney



2004 APR 21 P 3:45

PATRICIA MULROY
GENERAL MANAGER

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

RICHARD J. WIMMER
DEPUTY GENERAL MANAGER
ADMINISTRATION

CHARLES K. HAUSER
GENERAL COUNSEL

RECEIVED
LV FIRE & RESCUE
April 16, 2004

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Attention: David L. Washington, Fire Chief

SUBJECT: CLV – FIRE STATION NO. 44, (PROJ. #25517, CON 107623)

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

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at CLV – Fire Station No. 44, as shown on DISTRICT approved water plan XC 7472, are accepted by the DISTRICT as being satisfactorily completed on April 9, 2004.

In accordance with the conditions of Agreement No. CON 107623, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of April 9, 2004, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

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

Page 1

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

BOARD OF DIRECTORS

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

April 16, 2004
CLV – Fire Station No. 44

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

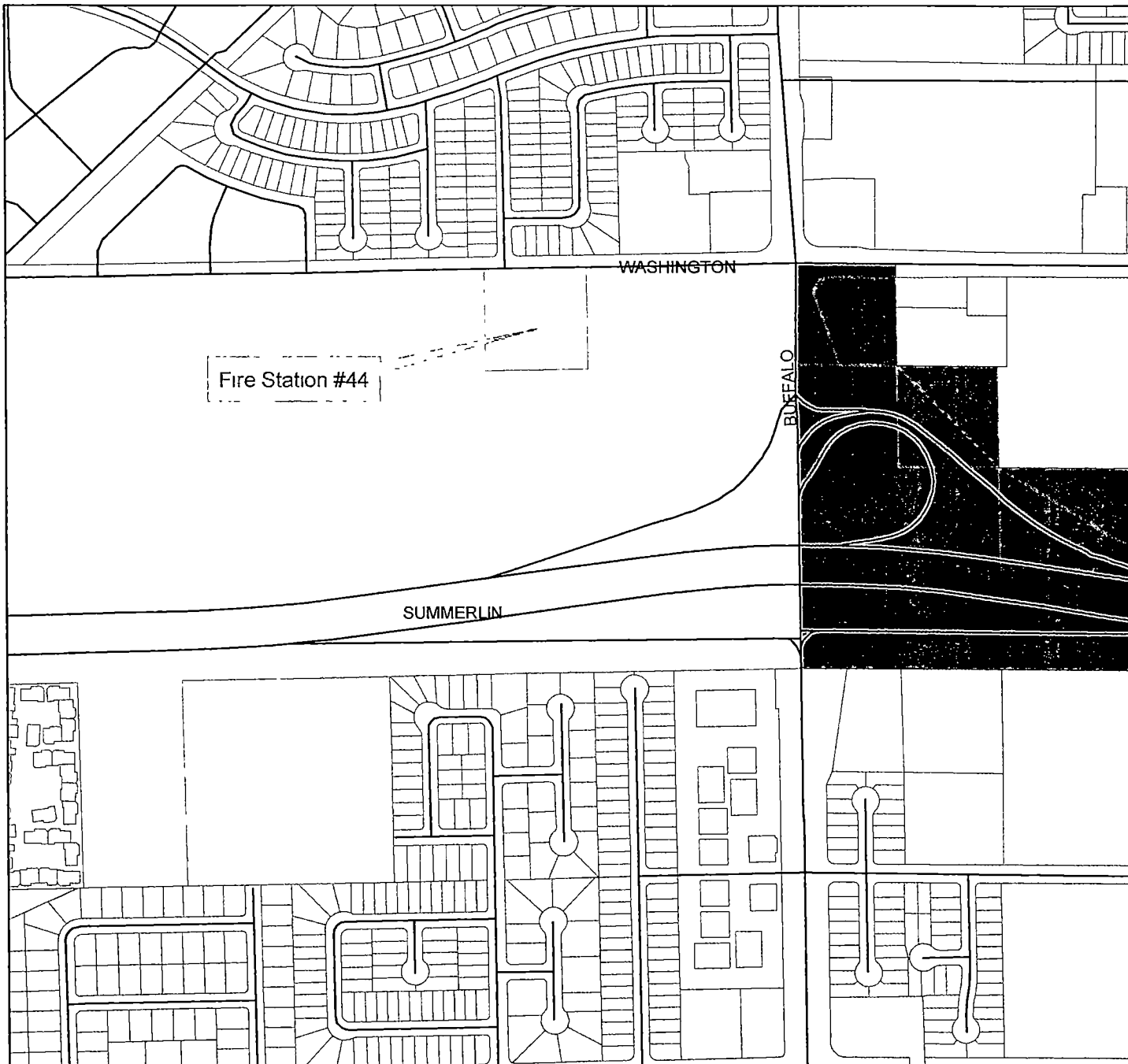
 FOR S

Stan Hicks, Supervisor
Inspection Division

:vlc
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
JA Vay & Sons (w/o attachment)

y:CLVFire44.4fi



Site Map

- Street Centerline
- Parcels
- City of Las Vegas
- Leased
- Applied

Real Estate & Asset Mgmnt



4/26/2004

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Fire Station #44 is located near Washington/Buffalo Park. Plans for Fire Station #44 have been signed off, but Fire Services has requested an additional fire loop and detector. In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 2 be STRICKEN. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested this matter be stricken due to incorrect wording. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 2 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant))

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07)

1-61

A.P.N. 138-28-301-005

EASEMENT AND
RIGHTS-OF-WAY

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

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

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and City of Las Vegas, a Municipal Corporation of the State of Nevada, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council
A.P.N. 138-28-301-005

Item # _____

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

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

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

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 5/4/04
DEPUTY CITY ATTORNEY DATE

...

...

Date of Council
A.P.N. 138-28-301-005

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

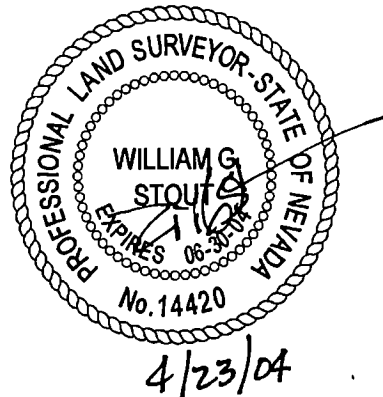
FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

A.P.N : 138-28-301-005
GRANTOR· USA

STANTEC CONSULTING INC.
7251 WEST CHARLESTON BLVD
LAS VEGAS, NV 89117

81200186
lgl_fh_esmnt.doc
APRIL 20, 2004



EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

LAND DESCRIPTION

A PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4), MARKED BY A BRASS CAP STAMPED "PLS 8866"; THENCE SOUTH 89°00'14" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE (40 FEET WIDE HALF STREET), 252.14 FEET; THENCE SOUTH 00°59'46" EAST DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°59'46" EAST, 15.00 FEET; THENCE SOUTH 89°00'14" WEST, 15.00 FEET; THENCE NORTH 00°59'46" WEST, 15.00 FEET; THENCE NORTH 89°00'14" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

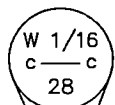
CONTAINING 225 SQUARE FEET.

BASIS OF BEARINGS

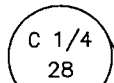
NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 83 OF SURVEYS AT PAGE 19.

END OF DESCRIPTION.

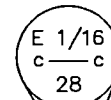
FOUND BENT REBAR
WITH REFERENCE MONUMENTS
"PLS 8431" PER
BOOK 70, PAGE 49
OF PLATS



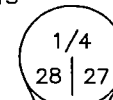
POINT OF COMMENCEMENT
FOUND 2 INCH BRASS
CAP "PLS 8866"
IN WELL BOX
PER BOOK 58,
PAGE 40 OF PLATS



FOUND 2-1/2 INCH
BRASS CAP "RLS 4320"
IN CONCRETE
PER BOOK 58,
PAGE 40 OF PLATS



FOUND 2 INCH BRASS
CAP "PLS 10598"
IN WELL BOX
LOCATION PER
BOOK 58, PAGE 40
OF PLATS



S89°00'14"W
1102.26'

1354.40'
252.14'

S89°00'00"W
1359.27'

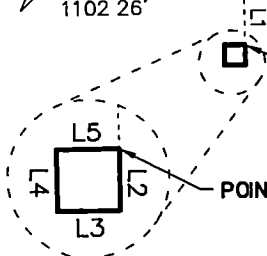
BASIS OF BEARINGS
N88°57'21"E 1359.27'

CIMARRON ROAD

WASHINGTON AVENUE

POINT OF BEGINNING

POINT OF BEGINNING



LINE	BEARING	DISTANCE
L1	S00°59'46"E	40.00'
L2	S00°59'46"E	15.00'
L3	S89°00'14"W	15.00'
L4	N00°59'46"W	15.00'
L5	N89°00'14"E	15.00'



NOT TO SCALE

PAGE 4 OF 4

EXHIBIT TO ACCOMPANY
LAND DESCRIPTION



Stantec

Stantec Consulting Inc.
7251 W Charleston Blvd
Las Vegas NV U.S.A
89117
Tel 702 258 0115
Fax 702 258 4956
www.stantec.com

Parcel name: FH-ESMNT

North:	9907.13	East :	7030.49
Line	Course: S 00-59-46 E	Length:	15.00
	North: 9892.13	East :	7030.75
Line	Course: S 89-00-14 W	Length:	15.00
	North: 9891.87	East :	7015.75
Line	Course: N 00-59-46 W	Length:	15.00
	North: 9906.87	East :	7015.49
Line	Course: N 89-00-14 E	Length:	15.00
	North: 9907.13	East :	7030.49

Perimeter: 60.00 Area: 225. S.F. 0.00 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00 Course: S 90-00-00 E
Error North: 0.000 East : 0.000
Precision 1: 60,000,000.00

20002

LOT 1, OF ROCK SPRINGS VISTA COMMERCIAL
BOOK 82 OF PLATS, PAGE 32 .
SITUATED IN THE SE 1/4, OF THE NE 1/4, OF SEC.28,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

- MOUNTING FOLD AS SHOWN
- SET 5/8" REBAR IN ALUM CAP PLS BOON
- 3 LOT NUMBER
- BLOCK NUMBER

1) FURNISH TO N.R.S. 270.371 ALL NEAR LOT CORNERS SHALL BE SET WITH A NAIL, AND BRACE TWO PLUS 8421 ON BLOCK WALLS AND ALL FRONT OR SIDE LOT CORNERS ADJOINING RIGHT-OF-WAY SHALL BE MARKED BY THE SENCOUNTER OF THE BACK OF CORNER ON THE PROLONGATION OF THE PROPERTY LINE.

2) ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDS CUMULATIVE MAP BOOK NOS 276-286.

1) ROCK SPRING VISTA COMMERCIAL (COMMERCIAL, SUBURBAN PLAT): BK 62, PG 32



1. ROBERT A. WHEATLEY, A PROFESSIONAL LAND SURVEYOR RESIDING IN THE STATE OF NEVADA, AS ABOVE FOR CHARGE, CITE, CERTIFY THAT:
1. THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE REQUEST OF A ROOF IMPROVE DEVELOPMENT.
2. THE LANDS SURVEYED LIE WITHIN THE SOUTHEAST QUARTER (E 1/4) OF THE NORTHEAST QUARTER (E 1/4) OF SECTION 36, TOWNSHIP 30 SOUTH, RANGE 60 EAST, MOUNT DIABLO INDIANA, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON
3. THIS SURVEY COMPLIED WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED.
4. THE INFORMATION EXPRESSED ON THIS MAP ARE OF THE CHARACTER SHOWN, AND THE POSITIONS INDICATED AND LINE OF SURVEYMENT NUMBER AND CHARACTER.

Robert A. Winkley
ROBERT A. WINKLEY, P.E.
NEVADA CERTIFICATE NO. 8008

PARCEL 2

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP KNOWN AS ROCK SPRINGS VISTA COMMERCIAL, (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 83 OF PLATS, AT PAGE 32, SITUATED IN THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 33 SOUTH, RANGE 80 EAST, MERID., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP SHOWN AS BOOK SPENCE VISTA COMMERCIAL, (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 83 OF PLATS, AT PAGE 32, SITUATED IN THE SOUTHEAST QUARTER (THE 1/4) OF THE NORTHEAST QUARTER (THE 1/4) OF SECTION 28 TOWNSHIP 30 SOUTH, RANGE 09 EAST, N.M.S., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONDUCHANS AT THE SOUTHEAST CORNER OF SAND NORTHEAST QUADRETT (THE 1/4), ALSO
BEING ON THE CENTERLINE OF BUFFALO DRIVE; THENCE NORTH 03°20'30" WEST ALONG
THE CENTERLINE OF SAND BUFFALO DRIVE 273.65 FEET; THENCE SOUTH 08°10'30"
WEST EXPOSING SAND CENTERLINE 74.00 FEET TO A POINT ON THE EAST LINE OF
THE 1/4; ALSO BEING ON THE CENTERLINE OF SAND BUFFALO DRIVE; THENCE
THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 00°20'30" EAST, 15.88 FEET;
ALONG SAND WESTERN RIGHT OF WAY LINE, THENCE SOUTH 08°50'30" WEST, 50.00 FEET;
THENCE NORTHEASTLY 08°00'00" WEST, 10.00 FEET TO A POINT ON THE WEST LINE OF
BLOSS FEEB; THENCE SOUTH 08°10'30" WEST, 18.00 FEET; THENCE NORTH 08°00'30"
WEST, 85.00 FEET; THENCE NORTH 21°57'30" WEST, 27.73 FEET; THENCE NORTH 08°10'
30" WEST, 15.00 FEET TO A POINT ON THE CENTERLINE OF SAND BUFFALO DRIVE;
THENCE NORTH 08°10'30" EAST ALONG THE NORTHERLY LINE OF SAND LOT 1, 27.00
FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.853 ACRES (32,142 S.F.)

NORTH 89° 57' 21" EAST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER (ONE 1/4) OF THE NORTHEAST QUARTER (ONE 1/4) OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 80 EAST, MERID. & M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY A MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 62, OF PLATS, PAGE 32.

FOR
ROCK SPRINGS DEVELOPMENT
LOT 1, OF ROCK SPRINGS VESTA COMMERCIAL
BOOK 62 OF PLATS, PAGE 32
SITUATED IN THE SE 1/4 OF THE NE 1/4 OF SEC.28,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

DeLUNA, INC.
ENGINEERING • PLANNING • SURVEYING
1730 BRIDGE RAPIDS RD., P.O. BOX 1000, ALBUQUERQUE, NM 87103 (505) 262-4014

NO. 00002
 Made AT THE REQUEST OF
Urnada Title Co
 DATE 6-26-96 AT 2:01 PM
 FILE 83 PAGE 19
 OF RECORD OF SURVEYS
 OFFICIAL RECORDS BOOK 965
JOSEPH A. VANDEMEER, RECORDER
 FEE 1.00 cash POSPUTY

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

Submitted at meeting – Revised Legal Description - Exhibit A

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, indicated this item is for a standard easement and rights-of-way to the Water District in order to supply water to Gowan Park. He submitted Exhibit A to the City Clerk. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 3 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 – 3:08)

1-80

A.P.N. 138-10-101-018

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between
CITY OF LAS VEGAS

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**

A.P.N. 138-10-101-018
GRANTOR: CITY OF LAS VEGAS

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

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this ____ day of _____, 20____

CITY OF LAS VEGAS

STATE of _____)
) ss
COUNTY of _____)

On _____, 20____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned

WITNESS my hand and official seal

Notary Public

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL

Notary Stamp/Seal Above

Page ____ of ____

APPROVED AS TO FORM:

Robert S. Syron 4-13-04
Date

APN 138-10-101-018
GRANTOR: CITY OF LAS VEGAS
P08042-0040
APRIL 1, 2004
BY: DHJ
P.R. BY: KAK
PAGE 1 OF 3

EXHIBIT "A"

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY, **GRANTED BY CITY OF LAS VEGAS** FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LEGAL DESCRIPTION

LAS VEGAS VALLEY WATER DISTRICT EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 10 AND SECTION 3, SAID TOWNSHIP, SAME BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND TENAYA WAY; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10, COINCIDENT WITH THE CENTERLINE OF SAID TENAYA WAY, 571.20 FEET; THENCE NORTH 90°00'00" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 48.15 FEET TO THE **POINT OF BEGINNING**:

THENCE SOUTH 00°00'00" WEST, ALONG A LINE RUNNING PARALLEL WITH SAID EAST LINE AND SAID CENTERLINE, 20.00 FEET; THENCE NORTH 90°00'00" WEST, ALONG A LINE PERPENDICULAR TO SAID EAST LINE AND SAID CENTERLINE, 10.00 FEET; THENCE NORTH 00°00'00" EAST, ALONG A LINE RUNNING PARALLEL WITH SAID EAST LINE AND SAID CENTERLINE, 20.00 FEET; THENCE SOUTH 90°00'00" EAST, ALONG A LINE PERPENDICULAR TO SAID EAST LINE AND SAID CENTERLINE, 10.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 200 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

APN 138-10-101-018
GRANTOR CITY OF LAS VEGAS
PAGE 2 OF 3

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION

P:\P08042-0040\SURVEY\LEGALS\LVVWD-4-01-04.doc

PREPARED BY: **TETRA TECH, INC**

401 N. BUFFALO DRIVE, SUITE 100
LAS VEGAS, NV 89145 (702) 242-42

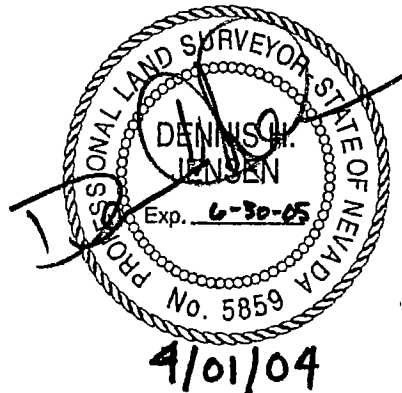


EXHIBIT "A"

ALEXANDER ROAD



P.O.C.

1/4
S3
S10

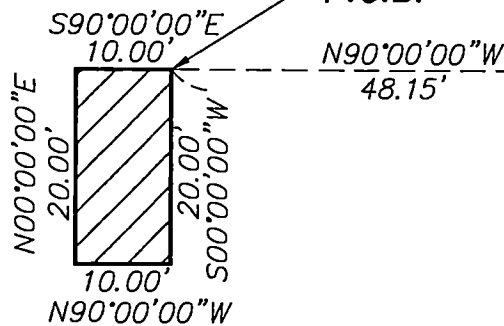
571.20'

500'00'00"W

TENAYA WAY

APN 138-10-101-018

P.O.B.



GRANTOR: CITY OF LAS VEGAS

4/01/04

NOT TO SCALE

"EXHIBIT TO ACCOMPANY"



TETRA TECH, INC.
401 N. BUFFALO DR., STE. 100
LAS VEGAS, NV 89145
(702) 242-4200

LEGAL DESCRIPTION

SHEET 3 OF 3

P. \P08042\0040\SURVEY\LEGALS\LWVMD-4-01-04

APN 138-10-101-018
GRANTOR: CITY OF LAS VEGAS
P08042-0040
MAY 11, 2004
BY: DHJ
P.R. BY BGS
PAGE 1 OF 3

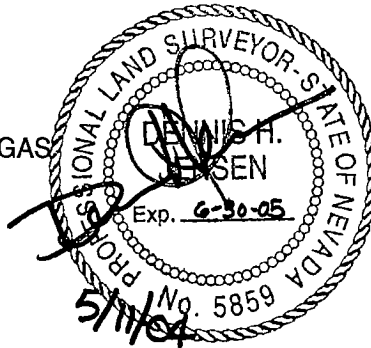


EXHIBIT "A"

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY, **GRANTED BY CITY OF LAS VEGAS** FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LEGAL DESCRIPTION

LAS VEGAS VALLEY WATER DISTRICT EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 10 AND SECTION 3, SAID TOWNSHIP, SAME BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND TENAYA WAY; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10, COINCIDENT WITH THE CENTERLINE OF SAID TENAYA WAY, 498.20 FEET; THENCE NORTH 90°00'00" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 48 87 FEET TO THE **POINT OF BEGINNING**:

THENCE SOUTH 00°15'36" EAST, 20.00 FEET; THENCE SOUTH 89°44'27" WEST, 15.00 FEET; THENCE NORTH 00°15'36" WEST, 20.00 FEET; THENCE NORTH 89°44'24" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 300 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

APN 138-10-101-018
GRANTOR CITY OF LAS VEGAS
PAGE 2 OF 3

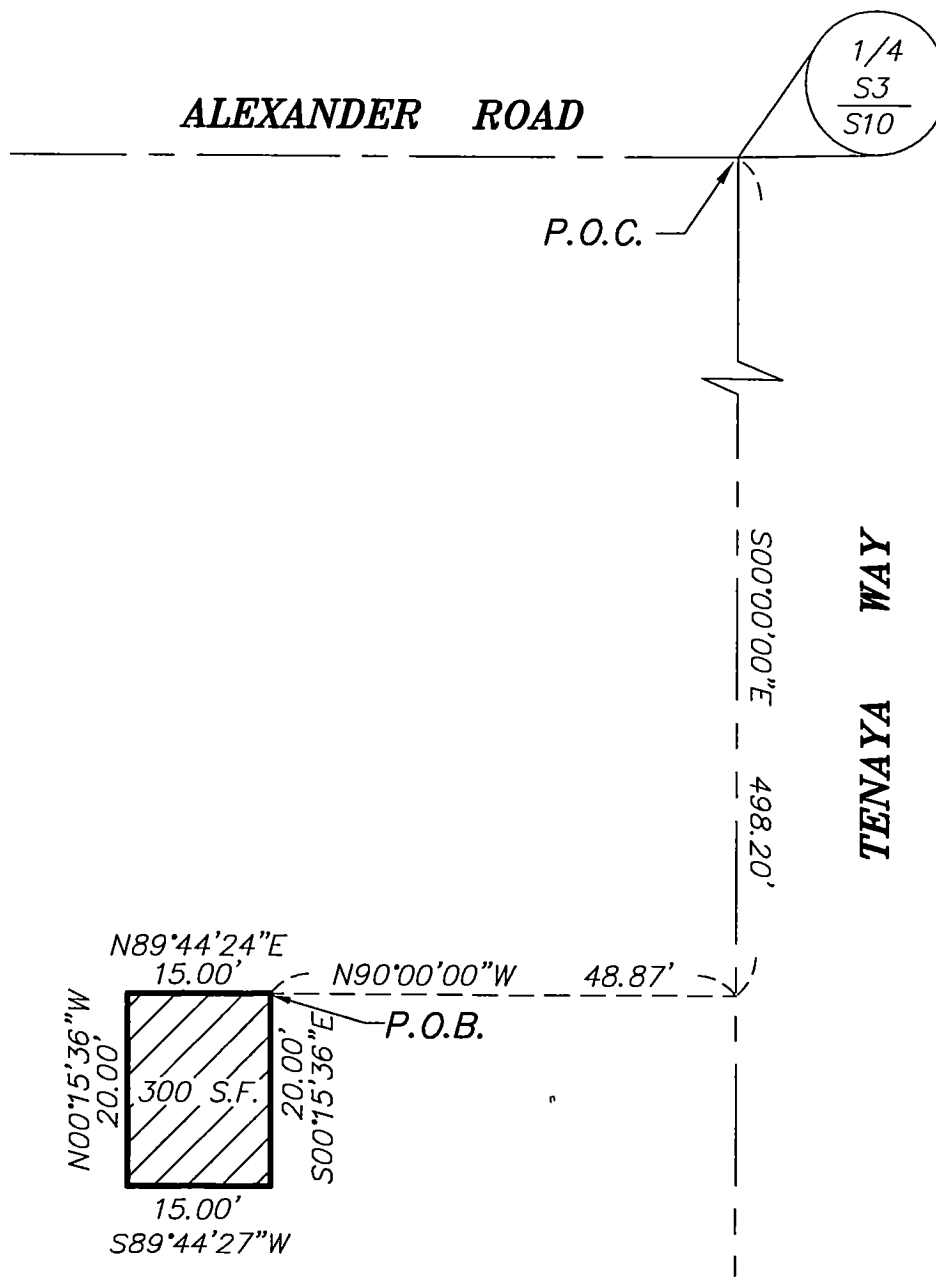
NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION

P:\Land\PO8042\0040\SURVEY\LEGALS\LVVWD-2.doc

PREPARED BY: **TETRA TECH, INC**
401 N. BUFFALO DRIVE, SUITE 100
LAS VEGAS, NV 89145 (702) 242-42

EXHIBIT "A"



GRANTOR: CITY OF LAS VEGAS

P: \08042\0040\SURVEY\LEGALS\LVVWD-2

DATE: 5/11/04 "EXHIBIT TO ACCOMPANY"

SCALE: 1"=20' "LEGAL DESCRIPTION"



TETRA TECH, INC.
INFRASTRUCTURE SOUTHWEST GROUP
401 N. Buffalo Dr. Suite 100, Las Vegas, Nevada 89128 (702) 242-4200

SHEET 3 OF 4

closure.txt

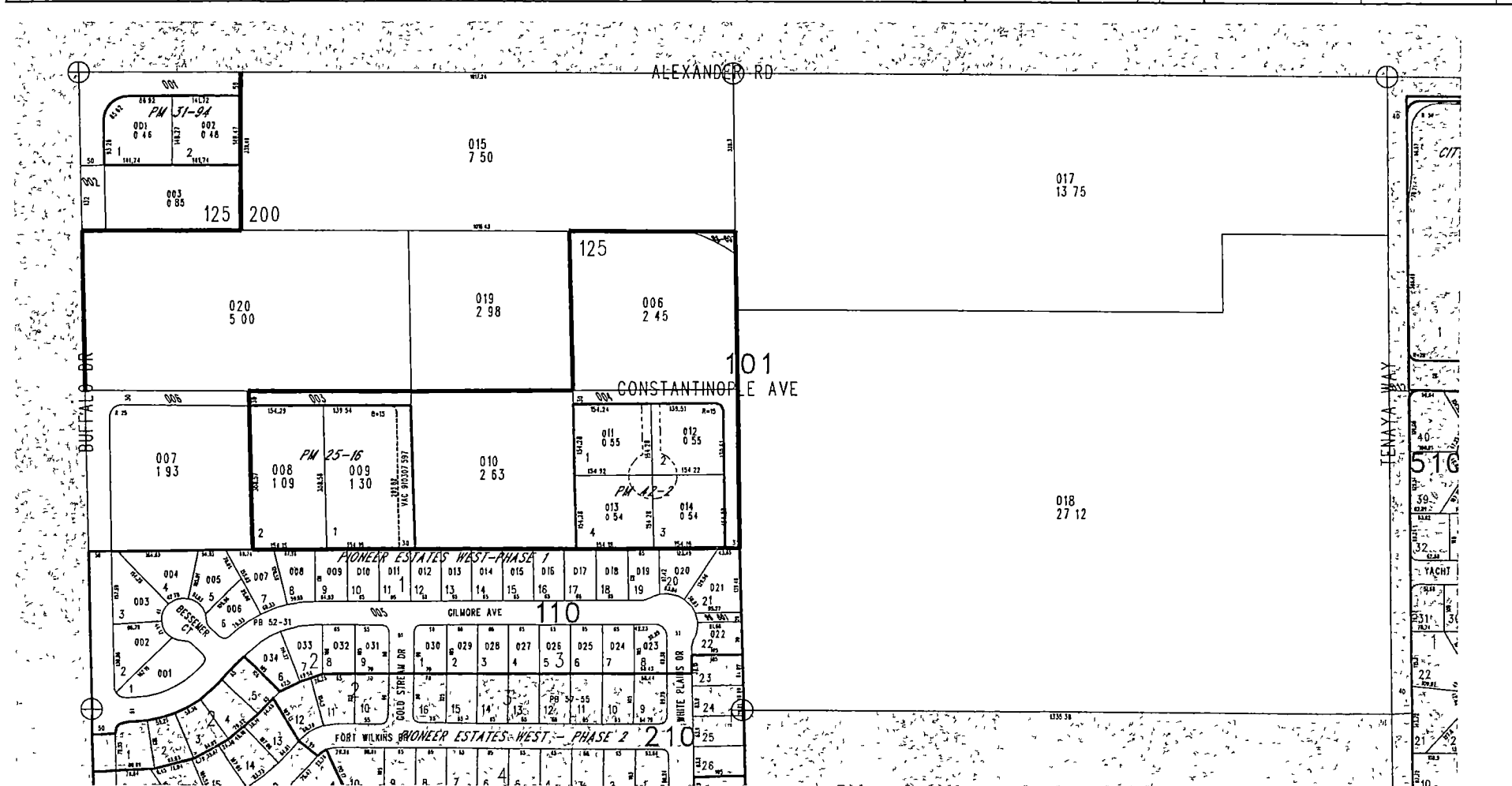
Parcel name: LVVWD-2

North: 6773.5567	East : 11268.8675
Line Course: N 00-15-36 W Length: 20.00	
North: 6793.5565	East : 11268.7767
Line Course: S 89-44-24 W Length: 15.00	
North: 6793.4884	East : 11253.7768
Line Course: S 00-15-36 E Length: 20.00	
North: 6773.4887	East : 11253.8676
Line Course: N 89-44-24 E Length: 15.00	
North: 6773.5567	East : 11268.8675

Perimeter: 70.00 Area: 300 S.F. 0.01 acres

Mapcheck closure - (Uses listed courses, radii, and deltas)
Error closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 70,000,000.00

NOTES This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL 	MAP LEGEND ———— PARCEL BOUNDARY - - - - - SUBD BOUNDARY - - - - - ROAD EASEMENT - - - - - PW/LD BOUNDARY - - - - - NON-PARCEL LOT LINE - - - - - MATCH LINE / LEADER LINE --- ROAD ID NUMBER	AVERAGE QA VALUE 45	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R60E 10 N 2 NW 4	138-10-1 		
		PARCEL NUMBER 001 100	PARCEL ACREAGE 202	PARCEL SUB/SEQ NUMBER 137	PLAT RECORDING NUMBER 5	BLOCK NUMBER 5	LOT NUMBER 5	GOV LOT NUMBER GL5
		PARCEL NUMBER 001 100	PARCEL ACREAGE 202	PARCEL SUB/SEQ NUMBER 137	PLAT RECORDING NUMBER 5	BLOCK NUMBER 5	LOT NUMBER 5	GOV LOT NUMBER GL5
		PARCEL NUMBER 001 100	PARCEL ACREAGE 202	PARCEL SUB/SEQ NUMBER 137	PLAT RECORDING NUMBER 5	BLOCK NUMBER 5	LOT NUMBER 5	GOV LOT NUMBER GL5



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Interlocal Agreement #110025

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated this matter involves a required interlocal agreement with the Water District for the construction of water facilities at Fire Station #8. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 4 - Discussion and possible action regarding Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08 – 3:09)

1-105

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
FIRE STATION NO. 8**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the re-development of real property located on the west side of Mojave Road, north of Harris Avenue, further described as Clark County Assessor's Parcel Number(s) 139-25-303-014, and has submitted plans for the development of a fire station, and is desirous of receiving additional potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a fire station and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a fire station, located on the west side of Mojave Road, north of Harris Avenue. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.
- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CITY OF LAS VEGAS – FIRE STATION NO. 8
Master Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

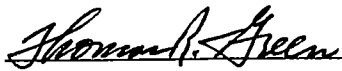
IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200_____.

APPROVED AS TO FORM:

 4-28-04

City Attorney - *DEPUTY*

ATTEST:

CITY OF LAS VEGAS

BARBARA JO RONEUMUS, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

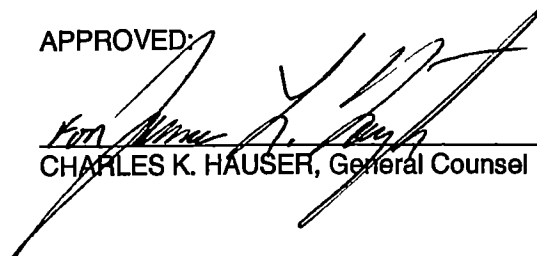
ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
MYRNA WILLIAMS, President
Board of Directors

APPROVED:



CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested Items 5 and 6 be considered together, as they are related. He then remarked that Items 5 and 6 involve easements and rights-of-way relative to Item 4 for the construction of water facilities and fire hydrants at Fire Station #8. Staff recommended approval of both Items 5 and 6.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 5 - Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:10)

1-123

A.P.N. 139-25-701-002

EASEMENT AND
RIGHTS-OF-WAY

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

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

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council
A.P.N. 139-25-701-002

Item # _____

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

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

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

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4-28-04
DEPUTY CITY ATTORNEY DATE

...

..

Date of Council
A.P N. 139-25-701-002

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

APN: 139-25-701-002
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE EASEMENT-EAST SIDE MOJAVE ROAD

PURPOSE:

TO DESCRIBE AN EASEMENT GRANTED TO THE LAS VEGAS VALLEY WATER DISTRICT FOR A WATERLINE GENERALLY LOCATED ON THE EASTERLY SIDE OF MOJAVE ROAD AND NORTH OF HARRIS AVE.

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 WEST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF MOJAVE ROAD AND HARRIS AVENUE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°37'01" FOR AN ARC LENGTH OF 377.29 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 142.12 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 46.57 FEET; THENCE SOUTH 44°20'38" EAST, A DISTANCE OF 20.42 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 50.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 972 SQUARE FEET, MORE OR LESS.

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

APN: 139-25-701-002
GRANTOR: CITY OF LAS VEGAS

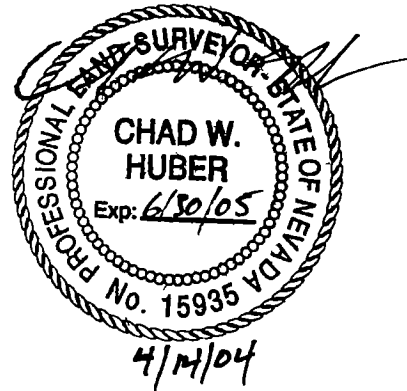
EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE EASEMENT-EAST SIDE MOJAVE ROAD
(PAGE 2)

(CONTINUATION FROM PREVIOUS PAGE)

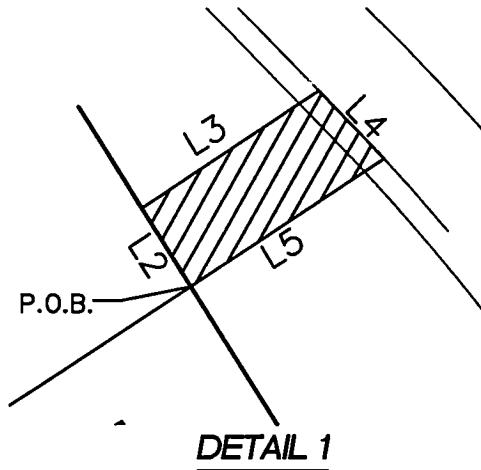
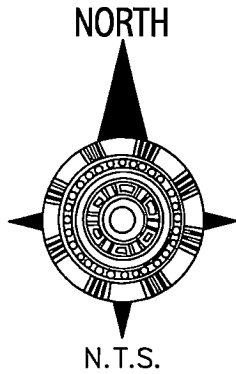
BASIS OF BEARING:

SOUTH 88°41'44" EAST, BEING THE CENTERLINE OF HARRIS AVENUE IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN, FILE 99, PAGE 16 OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NV.

PREPARED BY:
AZTEC ENGINEERING, INC.
CHAD W. HUBER, PLS. NO. 15935
3320 N. BUFFALO DRIVE
SUITE 106
LAS VEGAS, NV 89129



APN: 139-25-701-002
GRANTOR: CITY OF LAS VEGAS



 EASEMENT TO BE GRANTED
AREA=972 SF

SEE
DETAIL 1
ABOVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S57°16'10"W	50.00'
L2	N32°43'50"W	25.00'
L3	N57°16'10"E	12.81'
L4	S88°38'10"E	8.92'

APN: 139-25-303-014

APN: 139-25-701-002

20' WATER EASEMENT
BOOK 292, DOC. 236452

POINT OF COMMENCEMENT

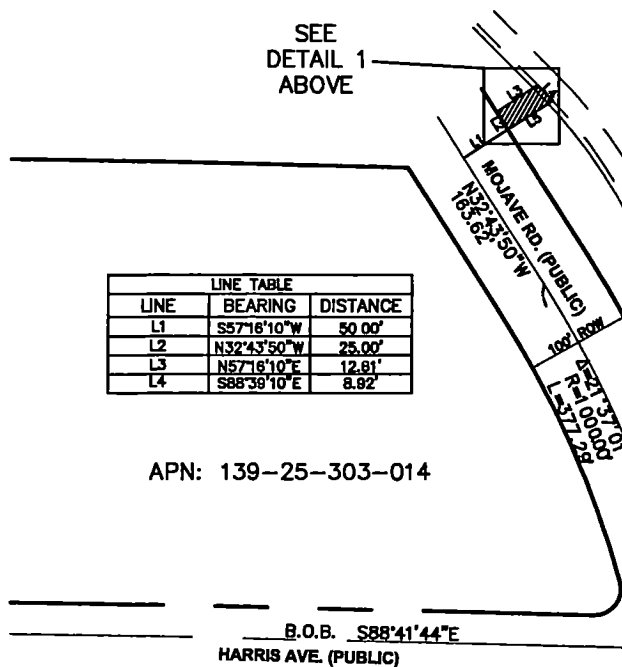


Exhibit No: B



Project: FIRE STATION 8 WATER LINE EASEMENT
MOJAVE RD.

Project No: AZ03157

Date: 04/13/04

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site map

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, was present.

No one appeared in opposition.

See related Item 5 for all discussion.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:09 – 3:10)

1-157

A.P.N. 139-25-303-014

EASEMENT AND
RIGHTS-OF-WAY

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

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

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council
A.P.N. 139-25-303-014

Item # _____

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

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

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

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4-28-04
DEPUTY CITY ATTORNEY DATE

...
..

Date of Council
A.P.N. 139-25-303-014

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"
LEGAL DESCRIPTION
WATER FACILITIES EASEMENT-WEST SIDE MOJAVE ROAD

PURPOSE:

TO DESCRIBE AN EASEMENT GRANTED TO THE LAS VEGAS VALLEY WATER DISTRICT FOR A WATERLINE GENERALLY LOCATED ON THE WESTERLY SIDE OF MOJAVE ROAD AND NORTH OF HARRIS AVE.

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 WEST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF MOJAVE ROAD AND HARRIS AVENUE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°37'01" FOR AN ARC LENGTH OF 377.29 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 163.62 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°43'50" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 12.61 FEET; THENCE SOUTH 88°39'10" EAST, A DISTANCE OF 8.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 482 SQUARE FEET, MORE OR LESS.

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

APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS

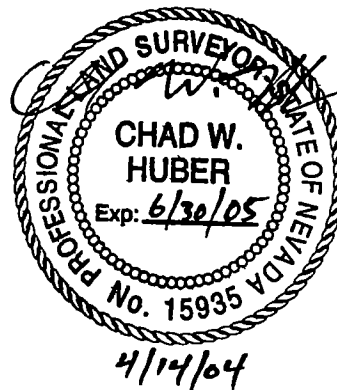
EXHIBIT "A"
LEGAL DESCRIPTION
WATER FACILITIES EASEMENT-WEST SIDE MOJAVE ROAD
(PAGE 2)

(CONTINUATION FROM PREVIOUS PAGE)

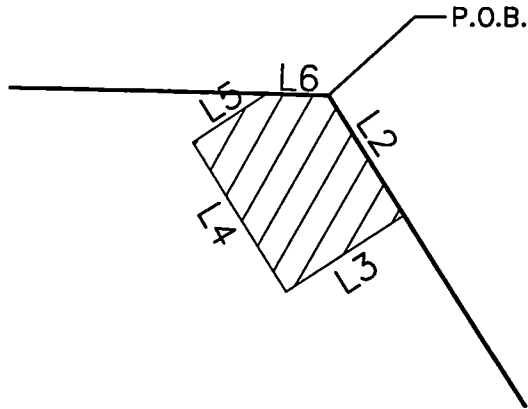
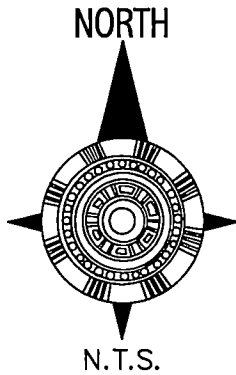
BASIS OF BEARING:

SOUTH 88°41'44" EAST, BEING THE CENTERLINE OF HARRIS AVENUE IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN, FILE 99, PAGE 16 OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NV.

PREPARED BY:
AZTEC ENGINEERING, INC.
CHAD W. HUBER, PLS. NO. 15935
3320 N. BUFFALO DRIVE
SUITE 106
LAS VEGAS, NV 89129



APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS



DETAIL 1

SEE
DETAIL 1
ABOVE

 EASEMENT TO BE
GRANTED
AREA=482 SF

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S57°16'10"W	50.00'
L2	S32°43'50"E	20.00'
L3	S57°16'10"W	20.00'
L4	N32°43'50"W	25.00'
L5	N57°16'10"E	12.61'
L6	S88°39'10"E	8.92'

APN: 139-25-303-014

APN: 139-25-701-002

20' WATER EASEMENT
BOOK 292, DOC. 236452

POINT OF
COMMENCEMENT

B.O.B. S88°41'44"E
HARRIS AVE. (PUBLIC)

Exhibit No: B

AZTEC



Project: FIRE STATION 8 WATER EASEMENT

Project No: AZ03157

Date: 04/13/04

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City is currently in design work for expansion of the City Hall Expansion. The City will need to acquire these properties for this purpose.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 7 be held in ABEYANCE to the 6/1/2004 Real Estate meeting. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, requested permission to negotiate a final purchase agreement with the property owners of the various parcels. If negotiations cannot be reached or a contract signed within the next two months, staff will seek approval to turn this matter over to the City Attorney's Office to move forward with condemnation.

ROBERT PAGE, owner of parcels 512 through 522 East Mesquite since 1983, stated that he does not wish to sell his property, as all his tenants are seniors that have been there for a long time. He considers his property to be unique because of its close proximity to other uses. He would prefer to postpone selling as long as possible, or at least for another two years because he

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
PUBLIC WORKS

Item 7 - Discussion and possible action to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

MINUTES – Continued:

would like to use the income derived to pay for his retirement. However, since he knows he cannot stop the City in its endeavors, he requested fair treatment.

ATTORNEY STEVEN R. SCOW, 612 S. Seventh Street, appeared as counsel for MR. PAGE and stated that he and MR. PAGE attended the meeting to clearly state their position. They were looking forward to further discussions.

COUNCILMAN WEEKLY commented that he had the opportunity to speak with MR. PAGE, and while he fully appreciates his position, he also appreciates the City's need to acquire this property in order to expand. However, he strongly felt that further discussion is necessary on this matter so that all parties involved can negotiate openly and fairly.

COUNCILMAN WEEKLY confirmed with MR. ROARK that he met with MR. PAGE and ATTORNEY SCOW, and then asked MR. PAGE and ATTORNEY SCOW if they were fully informed of the City's plan. MR. PAGE felt that MR. ROARK'S representation of the City's plan was specious, explaining that during a meeting MR. ROARK spoke about using the land to build a parking lot. COUNCILMAN WEEKLY defended MR. ROARK'S work for the City and stated his preference to hold this matter in abeyance to the Real Estate Committee meeting of June 1, 2004. ATTORNEY SCOW interjected his belief that MR. ROARK has the best interest of the City in mind.

AL GALLEGOS, Citizen of Las Vegas, cautioned that the State has plans for an expansion of the freeway near these properties. The City should investigate the State's plans before moving forward with its plans.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:10 – 3:12)

1-160



Site Map

Legend

-  Building Footprints
-  321 & 329 N Las Vegas Blvd
-  512 E. Mesquite
-  405 & 409 N 6th
-  Street Centerline
-  City of Las Vegas
-  Parcels

Real Estate & Asset Mgmnt



5/4/2004

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: CHRIS KNIGHT (ACTING)** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to -102 and -105 to -110 (receipt of \$50,000 deposit) - Ward 1 (Moncrief)

Fiscal Impact

☒	No Impact	Amount: \$50,000.00 deposit
☐	Budget Funds Available	Dept./Division:
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

On January 7, 2004, Office District Parking I, Inc., a wholly owned subsidiary of the City, was authorized to proceed with a Request For Development Proposals (RFP) for the site located at 3rd Street and Bonneville Avenue (the Site). The RFP expressly sought development proposals for urban density residential projects from financially strong developers that furthered the development goals and objectives set forth in the Las Vegas Downtown Centennial Plan. A staff review committee evaluated the development proposals received and recommends CityMark Development, LLC, as the Developer with the best overall proposal for the Site. Execution of an Agreement to Negotiate Exclusively (ENA) will allow staff 60 days to negotiate a Disposition and Development Agreement (DDA) with CityMark Development, LLC for the Site.

RECOMMENDATION:

Authorize the City Manager, acting as the President of Office District Parking I, Inc., to execute an ENA with CityMark Development LLC in order to negotiate a DDA for the Site.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Agreement to Negotiate Exclusively
3. Site Map

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 8 be held in abeyance to the Real Estate meeting of 6/1/2004. **COUNCILMAN WEEKLY** concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF MAY 17, 2004
BUSINESS DEVELOPMENT

Item 8 – Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to –102 and –105 to -110 (receipt of \$50,000 deposit) - Ward 1 (Moncrief)

MINUTES – Continued:

Before considering Item 1, DAVID ROARK, Manager, Real Estate and Asset Management Division, requested this matter be taken out of order and held in abeyance to the next Real Estate meeting.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:06)

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: MAY 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC to negotiate a Disposition and Development Agreement for 3rd Street and Bonneville Avenue

- 1 On January 7, 2004, Office District Parking I, Inc. (ODP), a wholly owned subsidiary of the City, received Council authorization to proceed with a Request for Development Proposals (RFP) for the site at 3rd Street and Bonneville Avenue (the Site). The RFP expressly sought development proposals for urban density residential projects from financially strong developers that furthered the development goals and objectives set forth in the Las Vegas Downtown Centennial Plan.
2. ODP solicited proposals from developers with experience in developing urban density residential projects and received seven proposals for the acquisition of the property to develop mixed-use, residential projects on the Site.
3. The developer selection process involved a review and ranking by a staff review committee of the submitted proposals on behalf of ODP. The submitted proposals were ranked based upon the following factors: a. Developer's financial capability; b. Developer's experience; c. Strength of development concept, d. Neighborhood compatibility; and, e. Development economics (including offering price and terms).
4. A staff review committee evaluated the development proposals received and recommends CityMark Development, LLC (CityMark) as the Developer with the best overall proposal for the Site. The CityMark proposal is for an urban density residential project of 316 units for-sale at market rate (including 10 live/work units), approximately 14,000 square feet of mixed-use retail space at street level and 600 parking spaces on site
5. Approval of this Agreement to Negotiate Exclusively (ENA) would allow ODP and CityMark, sixty (60) days to negotiate the terms of a Disposition and Development Agreement (DDA). Terms of a DDA that would be subject to negotiation include (but are not limited to): a. Purchase price; b. Earnest money deposit; c. Scope of improvements; and, d. Schedule of performance.
6. The proposed ENA requires that CityMark pay a non-refundable deposit to ODP of \$50,000 as consideration for the exclusivity provisions provided therein. CityMark will be given a credit of \$50,000 towards its required Earnest Money Deposit subject to the successful negotiation of a DDA.
7. ODP will seek to negotiate a DDA that provides for the optimum redevelopment and Purchase Price equal to the \$4,576,000 appraised value of the Site.
- 8 Upon negotiation of mutually agreeable terms, the DDA will be presented to City Council for consideration.

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY is entered into this _____ day of _____, 2004, by and between the Office District Parking I, Inc., a Nevada nonprofit corporation (hereinafter "Seller") and CityMark Development, LLC, a California Limited Liability Company (hereinafter "Developer"), on the terms and provisions set forth below.

WHEREAS, Developer desires to undertake to develop certain real property depicted on Exhibit "A" attached hereto and incorporated herein (hereinafter "Site"); and

WHEREAS, Developer desires to enter into exclusive negotiations with Seller concerning the Developer's plans for the development of the Site WITH THE INTENT TO ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" AT THE CONCLUSION OF THE NEGOTIATING PERIOD, as defined hereafter.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

I. [\$100] Negotiations

A. [\$101] Good Faith Negotiations

Seller and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (hereinafter "DDA") to be considered for execution between Seller and Developer, in the manner set forth herein, with respect to the development of the Site located in downtown Las Vegas as shown on the Legal Description of Exhibit "A". Seller agrees, for the period set forth below,

not to negotiate with any other person or entity regarding development of the Site or any portion thereof.

B. [§102] Negotiation Period

The duration of this Agreement shall be **sixty (60)** days from the date of execution of this Agreement by Seller (hereinafter "Negotiation Period"). If upon expiration of the Negotiation Period, Developer has not signed and submitted the DDA to Seller, then this Agreement shall automatically terminate.

II. [§200] Development Concept

A. [§201] Scope of Development

The negotiations hereunder shall be based on a development concept, which shall include the development of:

A project with total gross square footage of approximately 430,000 square feet consisting of 316 for-sale, market rate residential units (including 10 live/work units), 14,100 square feet of street-level, retail and 600 parking spaces on site that will be preferably located in structured parking.

Negotiation of the DDA is contingent upon Developer's submittal of conceptual design and architectural plans.

B. [§202] Developer's Findings, Determinations, Studies and Reports

Developer shall submit to Seller written progress reports every two weeks

describing the status of Developer's performance since the preceding report, including any reports and studies completed, and the expected progress to be made in the next succeeding period. Upon reasonable notice, requested by Seller, Developer agrees to make oral progress reports advising Seller or the Las Vegas City Council on all matters and all studies being made by Developer. ALL REPORTS AND STUDIES SHALL BECOME THE PROPERTY OF Seller.

III. [§300] Purchase Price and/or Other Consideration

Upon the execution of this Agreement by both parties, Developer shall pay Seller a non-refundable sum of Fifty Thousand Dollars (\$50,000.00) as consideration for the exclusivity provisions defined herein (the "Deposit"). The purchase price and/or other consideration to be paid by Developer under the DDA will be established by Seller after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of Seller, risks of Developer, estimated or actual Developer profit, public purpose and/or fair value for the uses permitted to be developed and financial requirements of Seller and the City, and will be subject to approval by Seller and the Las Vegas City Council after a public hearing as required by law. The Earnest Money Deposit required under the DDA will be an amount equal to ten percent (10%) of said purchase price and the Deposit will be credited towards the Earnest Money Deposit only if the DDA has been executed by the Developer by the expiration of the Negotiation Period.

IV. [§400] Developer

A. [§401] Nature of Developer

Developer is CityMark Development, LLC, a California Limited Liability Company.

B. [§402] Office of Developer

The principal office of Developer is:

701 B Street, Suite 1100
San Diego, California 92101
Phone: (619) 231-1161
FAX: (619) 235-4691

C. [§403] Full Disclosure of Principals

Developer is required to make full disclosure to Seller of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of Seller.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of CityMark Development, LLC, as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change, pursuant to Section X (Notices).

V. [§500] Developer's Financial Capacity

A. [§501] Financial Ability

Prior to execution of the DDA, Developer shall submit to Seller satisfactory evidence of its ability to finance and complete the development.

B. [§502] Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Site shall be submitted concurrently with Developer's proposed DDA to Seller for approval.

C. [§503] Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA to Seller for approval.

D. [§504] Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to Seller of its methods of financing to be used in the development of the Site.

VI. [§600] Developer's Responsibilities

A. [§601] Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon completion of any investigations requiring access to the Site. This includes replacement of a dust palative which may be disturbed by vehicles and personnel permitted to access the Site.

B. [§602] Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City and Seller, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in

accessing the Site.

VII. [§700] Seller's Responsibilities

A. [§701] Intentionally Deleted.

B. [§702] Seller Assistance and Cooperation

Seller shall cooperate fully in providing Developer with appropriate information and assistance.

C. [§703] RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "C," SELLER GIVES DEVELOPER THE RIGHT TO ENTER THE SITE TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF THE SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

VIII. [§800] Real Estate Commission

The City or Seller shall not be liable for any real estate commission or brokerage fees, which may arise herefrom. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold Seller harmless from any claim by any broker or finder retained by Developer.

IX. [§900] Limitations of this Agreement

By its execution of this Agreement, Seller is not committing itself to or agreeing to undertake:

(a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City or Seller. Execution of this Agreement by Seller is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by Seller and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

X. [\$1000 CONFLICT OF INTEREST

A. An official of the City, who is authorized in such capacity and on behalf of Seller to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

B. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

C. Developer represents and warrants that it has, in accordance with the

current policy of the City, disclosed the ownership and principals of Developer on Exhibit "B", "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

XI. [§1100] Notices

All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

Richard Gustafson-President
CityMark Development, LLC
701 B Street, Suite 1100
San Diego, California 92101
Phone: (619) 231-1161
FAX: (619) 235-4691

If to Seller:

Jacque Hinchman-Acting Economic Development Manager
Office of Business Development
400 Stewart
Las Vegas, 89101
Phone: (702) 229-6551
FAX: (702) 385-3128

And

Kathy Rainey-Manager
Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6021
Fax: (702) 384-9964

An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

...

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Negotiate Exclusively on the date set forth above.

Office District Parking I, Inc.

By _____
Douglas A. Selby, President

ATTEST:

APPROVED AS TO FORM:

Thomas R. Green 5/10/04
Date

CityMark Development, LLC, a California Limited Liability Company

By _____
Richard Gustafson, President
"Developer"

EXHIBIT "A"

Legal Description

Lots One (1) through Sixteen (16), inclusive, and Lots Twenty-One (21) through Thirty-Two (32), inclusive, all in Block Twenty-Five (25) of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder, Clark County, Nevada.

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; (e) trust – the trustee and beneficiaries.

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.

Block 1	Contracting Entity
CityMark Development LLC	
Name	701 B Street, Suite 1100
Address	San Diego, CA 92101
Telephone	(619) 231-1161
EIN or DUNS	33-0886689

Block 2	Description
Subject Matter of Contract/Agreement	
3 rd Street & Bonnevill Avenue Development	
RFP No. 040158-LR	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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.	Richard Gustafson/President	701 B Street, Suite 1100 San Diego	(619)231-1161
2.	Russell Haley/Vice President	701 B Street, Suite 1100 San Diego, CA	(619) 231-1161
3.	Vince Hoenigman/Secretary	701 B Street, Suite 1100, San Diego, CA	(619) 231-1161
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: 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

Name Richard Gustafson

3/26/04

Date

Subscribed and sworn to before me this 26 day of

March, 2004

Susan L. Tringham
Notary Public



EXHIBIT "C"

RIGHT-OF-ENTRY FORM

FOR

CTYMARK DEVELOPMENT, LLC

The Office District Parking I, Inc., hereby authorizes Right-of-Entry onto parcels #139-34-311-095 to -102 & -105 to -110, located at 3rd Street and Bonneville Avenue to CityMark Development, LLC. For the purpose of performing surveys, environmental and/or geotechnical services on said Office District Parking I, Inc. owned parcels.

Office District Parking I, Inc. contact Person is: Ms. Jacque Hinchman, 702-229-6551

CityMark Development, LLC contact person is: Mr. Richard Gustafson, 619-231-1161

Office District Parking I, Inc.

by: _____
Douglas A. Selby, President

Date

INDEMNIFICATION

Subject to NRS 41.035, CityMark Development, LLC hereby agrees to protect, indemnify, and hold Office District Parking I, Inc., 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 Office District Parking I, Inc., its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from Office District Parking I, Inc., 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 CityMark Development, LLC or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, CityMark Development, LLC, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

In this connection, CityMark Development, LLC expressly agrees, at its sole cost and expense, to defend the Office District Parking I, Inc., 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 CityMark Development, LLC has agreed to indemnify the Office District Parking I, Inc., its officers, employees and agents. If CityMark Development, LLC fails to do so, Office District Parking I, Inc. 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 CityMark Development, LLC.

CityMark Development, LLC agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments by Office District Parking I, Inc. to CityMark Development, LLC. CityMark Development, LLC agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with Office District Parking, LLC.

CityMark Development, LLC

by: _____
Richard Gustafson, President

Date

**REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2004**

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

MINUTES:

None.

(3:18)
1-420

THE MEETING ADJOURNED AT 3:18 P.M.

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK
June 8, 2004