

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S CONFERENCE ROOM, EIGHTH FLOOR
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
TUESDAY, JUNE 1, 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. ABEYANCE ITEM - 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)
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 purposes of providing a fire hydrant to service the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near Ward 3 - Reese)
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 the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near Ward 3 - Reese)
4. Discussion and possible action regarding a Letter of Agreement between the City of Las Vegas and Jim Marsh for the City's purchase of 16,700 square feet of land near the northwest corner of Tropical Parkway and Durango Drive (\$196,881.21 plus closing costs - Parks) - Ward 6 (Mack)
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 on APN, 138-28-301-005 to service Washington/Buffalo Park Phases 1A and 1B (\$654 - Parks Capital Improvements Project Fund) - Ward 2 (Vacant)
6. Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Robert Piccininni for real property commonly known as APN 139-34-512-015 located at 512 East Mesquite Avenue (\$650,000 + closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
7. ABEYANCE ITEM - 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

64✓

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **24th** 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 **1st** day of **June, 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

SIGNATURE

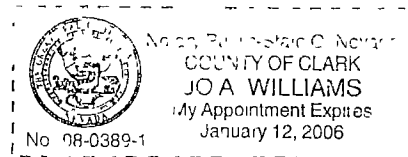
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

25th day of MAY, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **24th** day of **May, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **1st** day of **June, 2004**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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



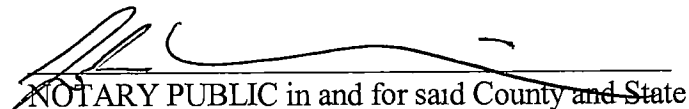
SIGNATURE

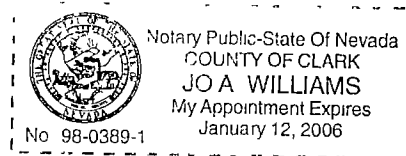
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

25th day of MAY, 2004


NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 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, DEPUTY CITY CLERK GABRIELA S. PORTILLO-BRENNER, and DEPUTY CITY CLERK YDOLEENA YTURRALDE

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

City Hall Plaza, Special Outside Posting Bulletin Board

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(3:02)

1-1

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

ABEYANCE ITEM - 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 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 since the abeyance of this matter at the last Real Estate meeting, a contract, which is covered under Item 6 of this agenda, was made. The City is in the process of acquiring several other properties in the vicinity for the City Hall expansion. He requested authorization to conduct further negotiations with the remaining property owners. If he is not successful, this matter will be turned over to the City Attorney's Office. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 2004
PUBLIC WORKS

Item 1 - 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:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:02 – 3:04)

1-6



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: JUNE 1, 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 purposes of providing a fire hydrant to service the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near 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 a fire hydrant to service the site, the City is required to grant an Easement and Rights-of-Way to Las Vegas Valley Water District for construction of the fire hydrant and appurtenances.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILWOMAN MONCRIEF recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

DAVID ROARK, Manager, Real Estate and Asset Management Division, reviewed the information contained under the subject matter. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 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 purposes of providing a fire hydrant to service the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near Ward 3 - Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:04 – 3:05)

1-44

A.P.N. 161-10-401-004

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

400 Stewart Avenue, Las Vegas, Nevada 89101

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. 161-10-401-004
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____.

STATE of _____)
) ss.
COUNTY of _____)

APPROVED AS TO FORM:
Thomas R. Huan 5/10/04
DEPUTY CITY ATTY Date

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.

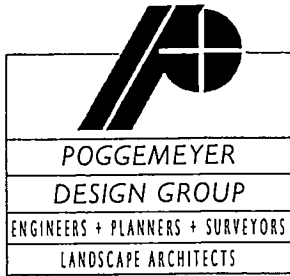
WITNESS my hand and official seal.

Notary Public

Notary Stamp/Seal Above

FOR LVVWD USE ONLY

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



**LEGAL DESCRIPTION OF
6 X 8 LAS VEGAS VALLEY WATER DISTRICT
FIRE HYDRANT EASEMENT**

A PORTION LYING IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 89°47'46" WEST, A DISTANCE OF 235.77 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) ALSO BEING THE CENTERLINE OF VEGAS VALLEY DRIVE; THENCE SOUTH 00°12'14" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID VEGAS VALLEY DRIVE; THENCE SOUTH 00°12'14" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 89°47'46" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00°12'14" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°47'46" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 48 SQUARE FEET

BASIS OF BEARINGS

SOUTH 89°47'46" EAST, BEING THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M, CLARK COUNTY, AS SHOWN ON A MAP IN FILE 66, PAGE 01, OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE

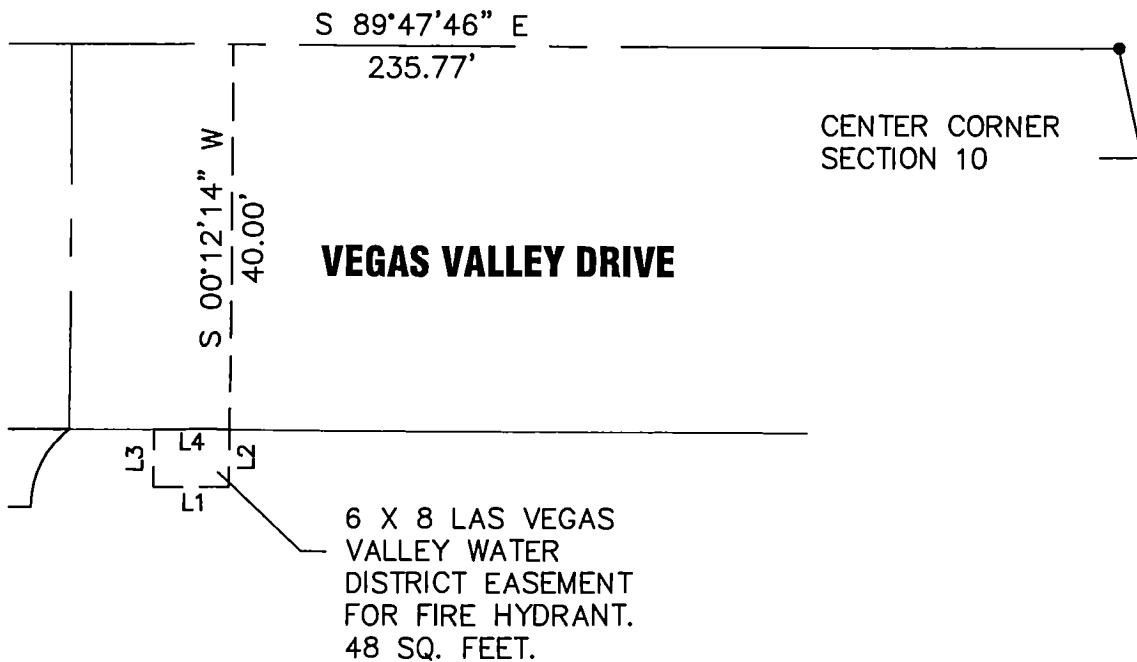


EXHIBIT A



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°47'46" W	8.00'
L2	S 00°12'14" W	6.00'
L3	N 00°12'14" E	6.00'
L4	S 89°47'46" E	8.00'



SHEET 1 OF 1

poggemeyer

design group, inc.

engineers • planners • surveyors • landscape architects
2601 North Tenaya Way, Las Vegas, NV 89128 p) 702 255 8100



JOB NO: 97073

DATE: 03.22.04

DRAWN BY: MTS

CHECKED BY: MTS

**6 X 8 FIRE HYDRANT
L.V.V.W.D. EASEMENT**

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 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 the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near 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 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, which is related to Item No. 2, is to service the Water Pollution Control Facility. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 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 the Water Pollution Control Facility located at 6005 East Vegas Valley Drive, APN 161-10-401-004 - County (Near Ward 3 - Reese)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05)

1-68

A.P.N. 161-10-401-004

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

400 Stewart Avenue, Las Vegas, Nevada 89101

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 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:

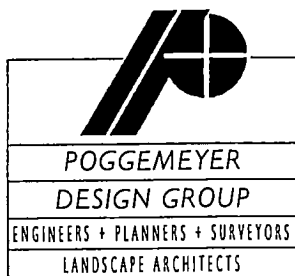
1 No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** 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**.

APPROVED AS TO FCRM
Thomas R. Green 5/10/04
 DEPUTY CITY ATTY Date

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



**LEGAL DESCRIPTION OF
LAS VEGAS VALLEY WATER DISTRICT
EASEMENT**

A PORTION LYING IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 89°47'46" WEST, A DISTANCE OF 851.32 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) ALSO BEING THE CENTERLINE OF VEGAS VALLEY DRIVE; THENCE SOUTH 00°12'14" WEST, A DISTANCE OF 40.35 FEET TO THE POINT OF BEGINNING BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID VEGAS VALLEY DRIVE; THENCE SOUTH 00°00'14" EAST, A DISTANCE OF 46.97 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 36.89 FEET; THENCE SOUTH 51°13'08" WEST, A DISTANCE OF 11.72 FEET; THENCE NORTH 38°17'03" WEST, A DISTANCE OF 35.94 FEET; THENCE NORTH 00°03'03" WEST, A DISTANCE OF 52.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF VEGAS VALLEY DRIVE; THENCE SOUTH 89°57'22" EAST, A DISTANCE OF 0 39 FEET, THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 85° 44 '44" EAST, A DISTANCE OF 4 99 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 614 SQUARE FEET

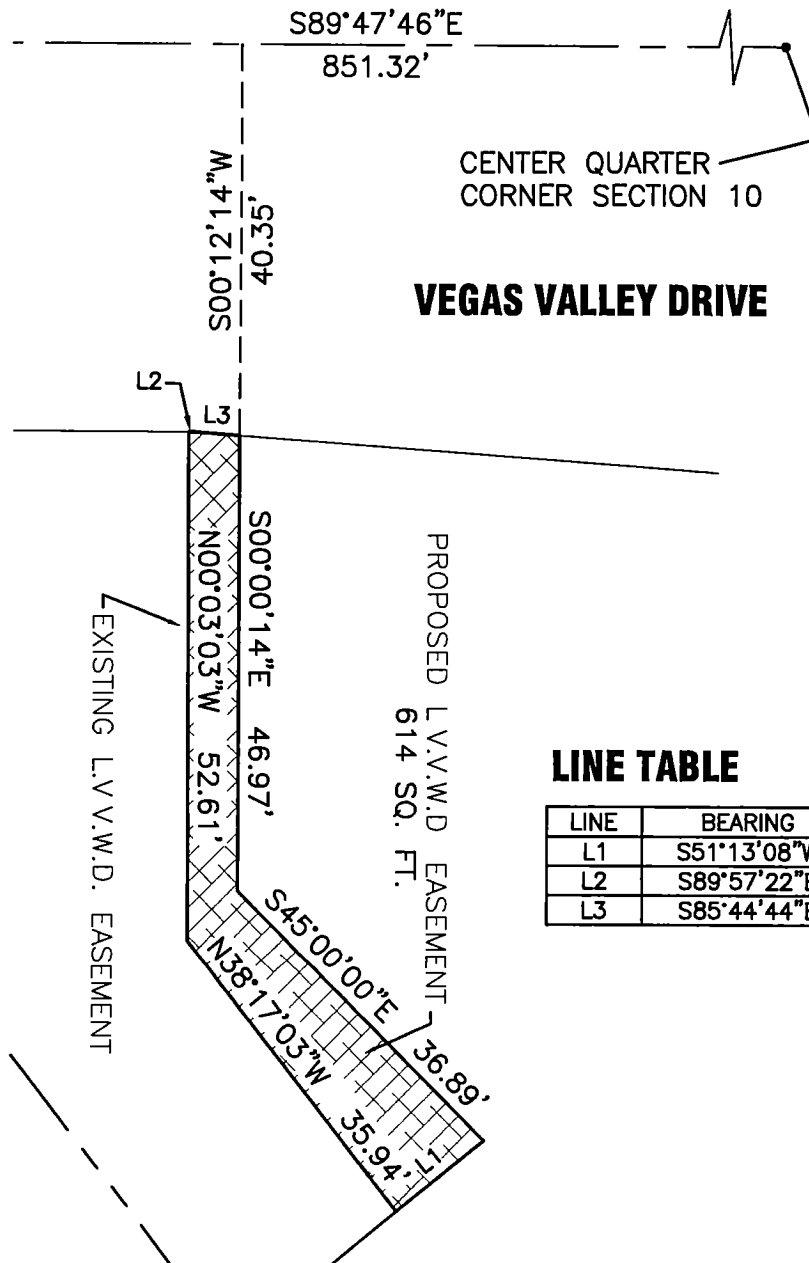
BASIS OF BEARINGS

SOUTH 89°47'46" EAST, BEING THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M, CLARK COUNTY, AS SHOWN ON A MAP IN FILE 66, PAGE 01, OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE



EXP 06/30/2004

EXHIBIT A



LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°13'08"W	11.72'
L2	S89°57'22"E	0.39'
L3	S85°44'44"E	4.99'

G:\04095

SHEET 1 OF 1

poggemeyer

design group, inc.

engineers • planners • surveyors • landscape architects
2601 North Tenaya Way, Las Vegas, NV 89128 p) 702.255.8100



JOB NO: 098073

DATE: 04.28.04

DRAWN BY: MTS

CHECKED BY: MTS

**L.V.V.W.D. EASEMENT
EXHIBIT**

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 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 Letter of Agreement between the City of Las Vegas and Jim Marsh for the City's purchase of 16,700 square feet of land near the northwest corner of Tropical Parkway and Durango Drive (\$196,881.21 plus closing costs - Parks) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$196,881.21 plus closing cost

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Parks

PURPOSE/BACKGROUND:

The City is currently in design work for a park complex in cooperation with the Vocational High School. This property is a remnant piece of property that will be left over after the streets are constructed for the realignment of Durango Drive. The remnant piece joins the park complex property and is needed for the future project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Letter of Agreement
2. Clarifying Exhibit to Legal Description

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, commented that this Letter of Agreement is to purchase a remnant piece of property MR. MARSH is in the process of purchasing from the Bureau of Land Management (BLM). Staff would like to do simultaneous closings. When BLM issues the patent, the Survey Division will issue the legal description to the title company. He noted the City is paying what MR. MARSH paid BLM for the property. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 2004

PUBLIC WORKS

Item 4 - Discussion and possible action regarding a Letter of Agreement between the City of Las Vegas and Jim Marsh for the City's purchase of 16,700 square feet of land near the northwest corner of Tropical Parkway and Durango Drive (\$196,881.21 plus closing costs - Parks) - Ward 6 (Mack)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:05 – 3:07)

1-94



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN

LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

April 27, 2004

Jim Marsh
8555 W. Centennial Pkwy
Las Vegas, NV 89149-4531

LETTER OF AGREEMENT REGARDING 16,700 SQUARE FEET OF REMNANT LAND

Dear Mr. Marsh:

This Letter of Agreement is entered into by Jim Marsh and the City of Las Vegas for the purchase of a remnant parcel consisting of approximately 16,700 square feet; see attached Exhibit "A". The City of Las Vegas will be purchasing this vacant land at a price of \$11.79 per square foot, making the total purchase price \$196,881.21. Jim Marsh and the City of Las Vegas will share in the payment of the customary closing fees as determined by Lawyers Title. Close of escrow shall occur on or before May 7, 2004.

The undersigned agree to this Letter of Agreement:

By David Roark
David Roark, Real Estate & Assets Manager

By Jim Marsh
Jim Marsh

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

VOICE 702 229.6011
TTY 702.386 9108
www.ci-las-vegas.nv.us

68112-012-6/03

EXHIBIT "A"

LEGAL DESCRIPTION
VO TECH PARK TRANSFER PARCEL
16,699 S.F. +/-

THE FOLLOWING DESCRIBES A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29;

THENCE SOUTH $00^{\circ}27'17''$ EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 244.62 FEET TO THE POINT OF BEGINNING;

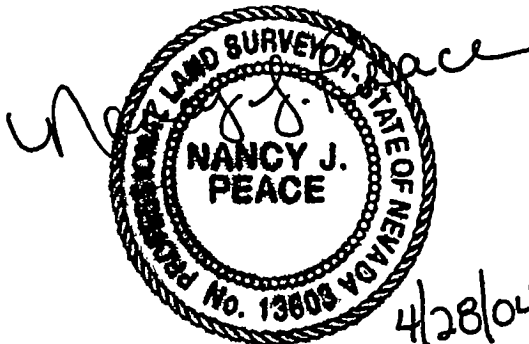
THENCE SOUTH $00^{\circ}27'17''$ EAST, CONTINUING ALONG SAID EAST LINE, 245.05 FEET, TO THE SOUTHEAST CORNER OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29;

THENCE SOUTH $89^{\circ}11'52''$ WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF (N 1/2), 164.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 640.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $43^{\circ}21'52''$ EAST, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF BLM RIGHT OF WAY GRANT ON FILE AS DOCUMENT NO. 20030529:01737, OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

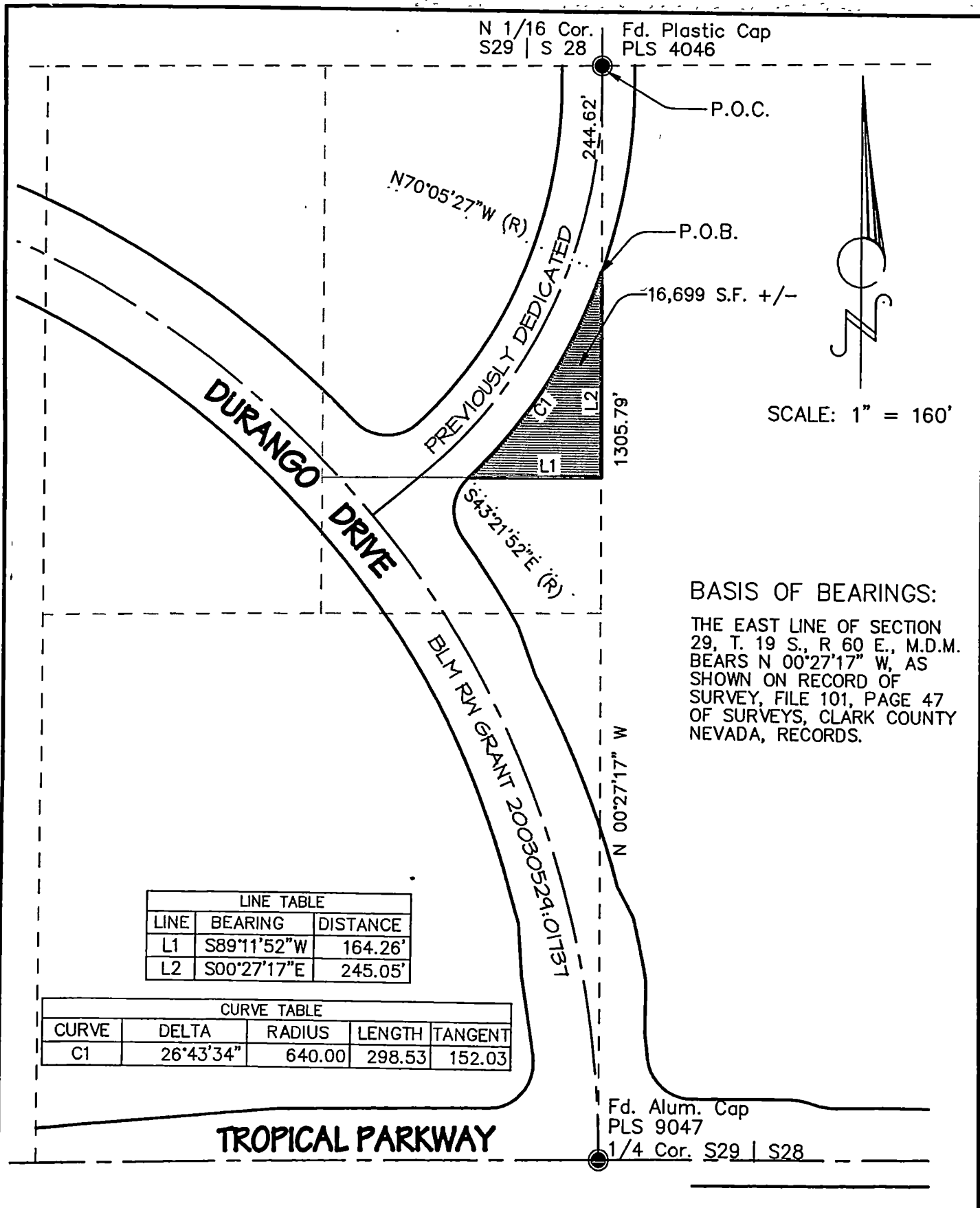
THENCE NORTHEASTERLY, 298.53 FEET ALONG SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $26^{\circ}43'34''$ TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 16,699 SQUARE FEET OF LAND, MORE OR LESS.

BASIS OF BEARINGS: THE EAST LINE OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., BEARS NORTH $00^{\circ}27'17''$ WEST, AS SHOWN ON RECORD OF SURVEY, FILE 101, PAGE 47 OF SURVEYS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



4/28/04
EXPIRES: 12/31/05



**MAP TO ACCOMPANY LEGAL DESCRIPTION
TRANSFER PARCEL AT VO TECH PARK
POR. SE 1/4 NE 1/4 SEC. 29, T19S, R60E, MDM**

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

DRAWING: VTPARK.PRO

DRAWN BY: NJP

CHECKED BY: RJJA/ARR

DATE: MARCH, 2004



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN

LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

PUBLIC WORKS DIRECTOR
RICHARD D. GOECKE

May 13, 2004

HAND DELIVERED

Ms. Joy Turner, Transaction Manager
Lawyers Title of Nevada
Land America Building
1210 S. Valley View Blvd., Suite #202
Las Vegas, NV 89102

Re: Letter of Agreement Regarding 16,700 Sq. Ft. of Remnant Land

Ms. Turner:

Enclosed is a copy of a Letter of Agreement with Mr. Jim Marsh for the City of Las Vegas to purchase a remnant parcel of property in conjunction with his purchase of property from the Bureau of Land Management (BLM).

The Letter of Agreement states that we will close escrow on or before May 7, 2004. However, my office did not receive the fully executed letter until May 11, 2004. Therefore, I request this be amended to state "within forty-five (45) days of the date of the Letter of Agreement. This will allow your office time to prepare the appropriate legal documents and to issue the estimated closing cost statements, as well as time for my office to coordinate to have a check processed in the amount designated by your office.

Also enclosed are original legal descriptions for the Roadway Dedication and the land we are purchasing from Mr. Marsh, which Lawyers Title will be responsible for recording after BLM issues the patent to Mr. Marsh and after we close escrow on this remnant parcel.

Thank you in advance for your cooperation. If you have any questions pertaining to this matter, please don't hesitate to give me a call at 229-1021.

Sincerely,


David Roark, Manager
Public Works/Real Estate & Assets

DR:jm

Enclosures

Cc: Jim Marsh

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229 6276

FAX 702.382 0848

TTY 702.386 9108

www.ci-las-vegas.nv.us

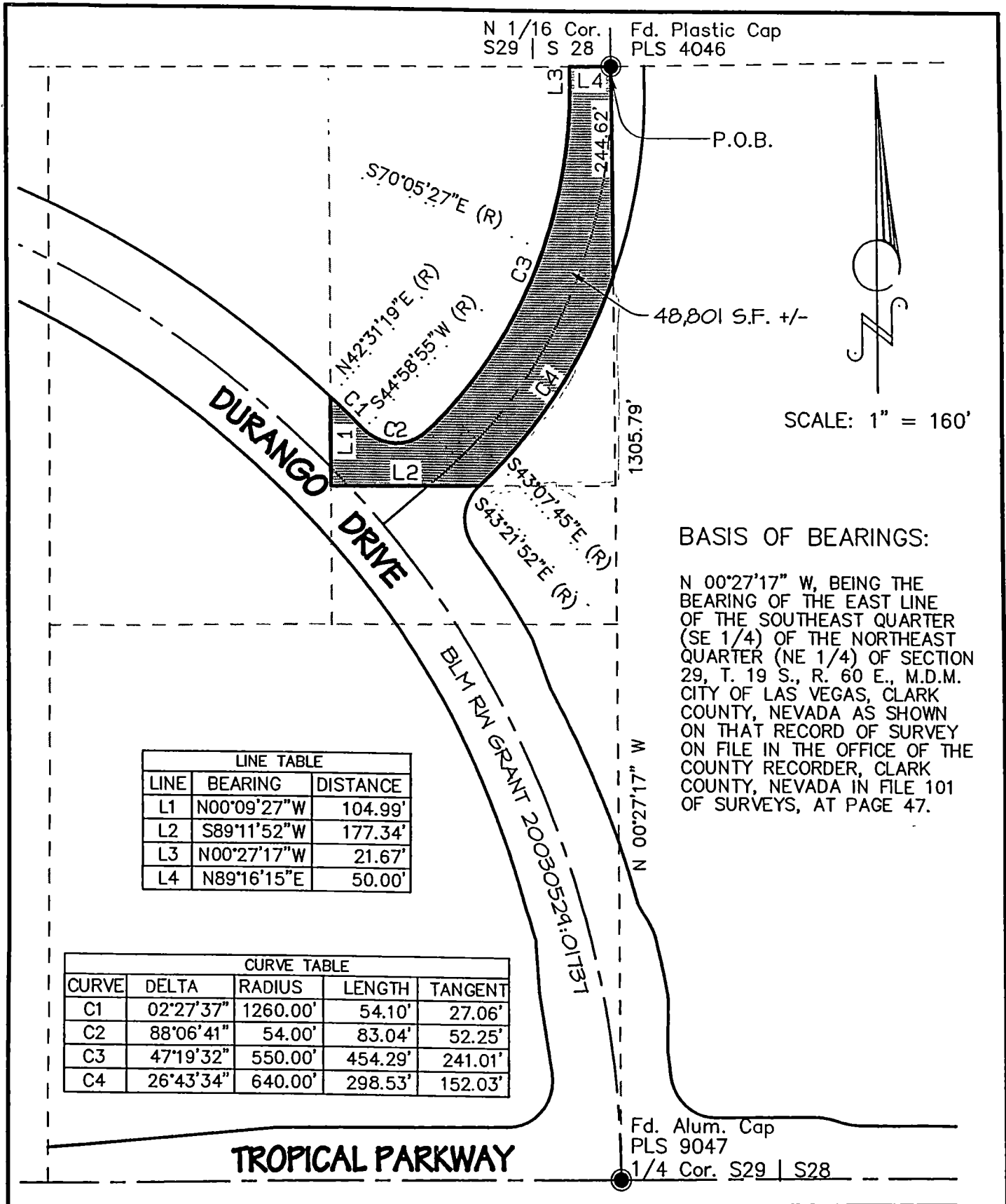


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION RIGHT OF WAY DEDICATION

POR. SE 1/4 NE 1/4 SEC. 29, T19S, R60E, MDM

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

DRAWING: VTPARKRW.PRO

DRAWN BY: NJP

CHECKED BY: RJA/ARR

DATE: MARCH, 2004

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 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 Washington/Buffalo Park Phases 1A and 1B (\$654 - Parks Capital Improvements Project Fund) - Ward 2 (Vacant)

Fiscal Impact

☐

No Impact

Amount: \$654

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Parks CIP Fund

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, stated this matter also involves a request for water services for a new park. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 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 on APN, 138-28-301-005 to service Washington/Buffalo Park Phases 1A and 1B (\$654 - Parks Capital Improvements Project Fund) - Ward 2 (Vacant)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07)

1-130

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

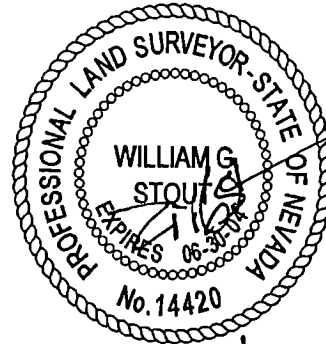
FOR LVVWD USE ONLY

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

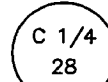
NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN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

END OF DESCRIPTION.

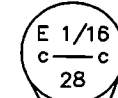
FOUND BENT REBAR
WITH REFERENCE MONUMENTS
"PLS 8431" PER
BOOK 70, PAGE 49
OF PLATS



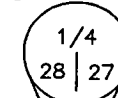
POINT OF COMMENCEMENT
FOUND 2 INCH BRASS
CAP "PLS 8866"
IN WELL BOX
PER BOOK 58,
PAGE 40 OF PLATS



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



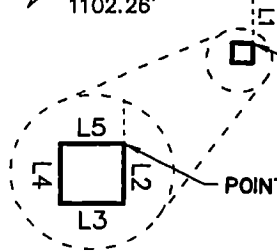
S89°00'14"W
1102.26'

1354.40'
252.14'

S89°00'00"W 1359.27'
WASHINGTON AVENUE

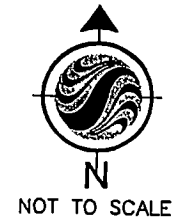
BASIS OF BEARINGS
N88°57'21"E 1359.27'

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'



PAGE 4 OF 4

EXHIBIT TO ACCOMPANY
LAND DESCRIPTION



Stantec

Stantec Consulting Inc.
7251 W. Charleston Blvd
Las Vegas NV USA
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

2002

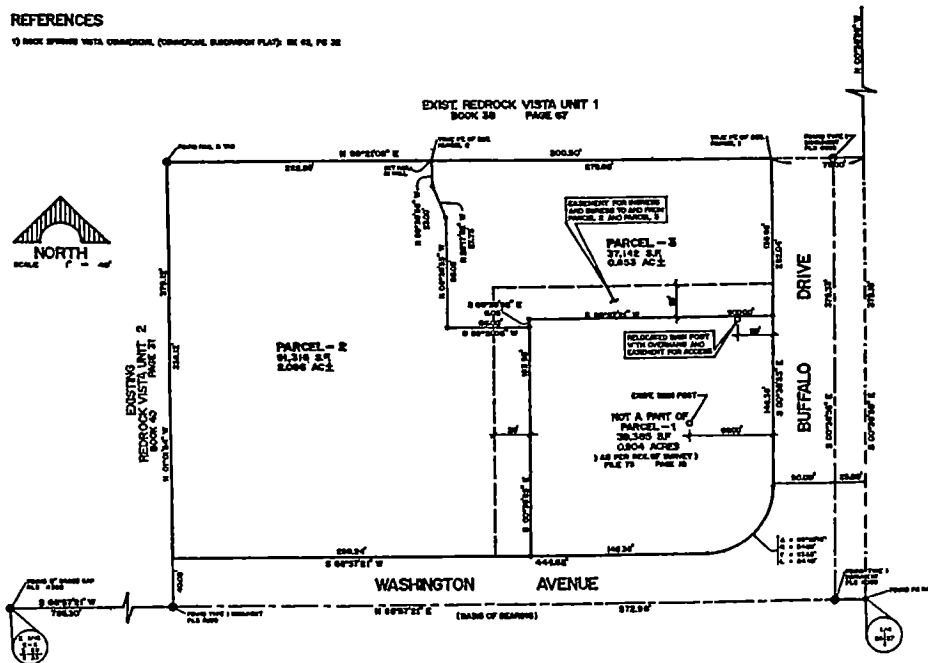
LOT 1, OF ROCK SPRINGS VISTA COMMERCIAL
BOOK 62 OF PLATS, PAGE 32 .
SITUATED IN THE SE 1/4, OF THE NE 1/4, OF SEC.28,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

- INCREMENT FOLLOWS AS SHOWN
- SET 5/8" REBAR @ 12" ON CENTER
- 3 LEFT NUMBER
- BLACK NUMBER

2) FURNISH TO M.R.R. EVIDENCE ALL NEAR LOTS OWNERS SHALL BE SET WITH A FENCE AND GRASS LOTS SHALL BE BLOCKED OFF AND ALL FRONT ON SIDE LOT CORNERS ADJOINING RIGHT-OF-WAY SHALL BE MARKED BY THE SALTATION OF THE BACK OF CURBS ON THE PRELIMINATION OF THE PROPERTY LINES.

3) ANY SUBSEQUENT CHANGES TO THIS MAP SHALL BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDS CONTAINING MAP BOOKS NOS. 27308-31.

1) ROCK SPRINGS WITH CUMBERNELL (CUMBERNELL BLADDERON PLAT) IN 02, PG 20



1. ERICHT A. WHEATLEY, A PROFESSIONAL LAND SURVEYOR RESIDING IN THE STATE OF NEWDA, AS AGENT FOR DELMA, INC., CERTIFY THAT

2. THE MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROCK SPRINGS DEVELOPMENT.

2. THE LARGE SURVEYED LIE WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE LARGE SURVEYED (SEE 1/4) OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 90 EAST, MOUNT WABLER TOWNSHIP, 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 MONUMENTS SPECIFIED ON THE MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABLE.

ROBERT A. WARE, P.E.
NEVADA CERTIFICATE NO. 0000



PAGE 2

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP SHOWING AS ROCK SPRINGS VISTA CONDOMINIUM (A CONDOMINIUM SUBDIVISION) ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 82 OF PLATS, AT PAGE 38, SITUATED IN THE SOUTHEAST QUARTER (THE 1/4) OF THE NORTHEAST QUARTER (THE 1/4) OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 68 EAST, N.M.P., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMPASSION AT THE SOUTHEAST CORNER OF ROAD NORTHEAST CORNER (E) 1/2, ALSO
NEAR ON THE CONTINUOUS OF BUFFALO BRIDGE, INDICATE NORTH 60° WEST, BEST REVEALS
THE CONTINUED OF BUFFALO BRIDGE, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET,
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
OF ROAD 1/2, ALSO NEAR THE WESTERN CORNER OF WAY LAKE, OF ROAD BUFFALO BRIDGE,
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
1/2, 100 FEET, TO THE "JUNE POINT" OF BEAVERHEAD, THE SOUTH OF WAY LAKE,
LAST DEPARTING EAST NORTHEASTLY LAKE 200 FEET, INDICATE SOUTH 10° WEST, 100 FEET,
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
EAST 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET,
ON THE SOUTHERLY LAKE OF ROAD 1/2, ALSO NEAR THE NORTHERLY CORNER OF WAY LAKE OF
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
AND SOUTH LAKE LAKE 1/2, 100 FEET, IN THE SOUTHWEST CORNER OF ROAD 1/2, 100 FEET,
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
100 FEET TO THE NORTHEAST CORNER OF ROAD 1/2, 100 FEET, INDICATE SOUTH 10° WEST,
INDICATE SOUTH 10° WEST, 100 FEET, INDICATE SOUTH 10° WEST, 100 FEET, INDICATE
THE NORTHERLY CORNER OF ROAD 1/2, 100 FEET, TO THE POINT OF BEAVERHEAD.

PARTICULAR 3

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP SHOWN AS BOOK SPURNO
NITA COMMERCIAL (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE
CLARK COUNTY RECORDER IN BOOK 03 OF PLATS, AT PAGE 38, SITUATED IN THE
SOUTHEAST QUARTER (THE 1/4) OF THE NORTHEAST QUARTER (THE 1/4) OF SECTION 36
TOWNSHIP 30 SOUTH, RANGE 06 EAST, N.M.S., CITY OF LAS VEGAS, CLARK COUNTY,
NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONGRUENCE AT THE SOUTHEAST CORNER OF SAO THOMAS/KEEQUAN QUARTERS THE 1/4" LINE
 BECOMES ON THE CENTRALITY OF BUFFALO BAY/KEEQUAN THENCE NORTH 00° 30' WEST 100 FEET
 THE CENTRALITY OF SAO BUFFALO BAY/KEEQUAN WEST 27° 15' NORTH THENCE SOUTH 00° 30' WEST
 WEST DEPARTING SAO CINCINNATI TURNS FLEET TO A POINT ON THE EAST LINE OF
 THE 1/4" LINE THENCE NORTH 00° 30' WEST 100 FEET TO THE 1/4" LINE THENCE NORTH
 THE "TRIPLE POINT OF BOUNDARIES" THENCE SOUTH 00° 30' EAST 1/4" LINE FLEET
 ALONG SAO WESTERNLY HIGHT OF 1/4" LINE THENCE SOUTH 00° 30' WEST 100 FEET DEPARTING
 THE 1/4" LINE THENCE NORTH 00° 30' WEST 100 FEET TO THE 1/4" LINE THENCE NORTH
 6.00 FEET THENCE SOUTH 00° 30' WEST 100 FEET 6.00 FEET THENCE NORTH 00° 30' WEST
 WEST 100 FEET THENCE NORTH 00° 30' WEST 100 FEET WEST 27° 15' NORTH THENCE NORTH 00°
 WEST 100 FEET 1/4" LINE FLEET TO A POINT ON THE NORTHERLY LINE OF SAO LOT 1
 THENCE NORTH 00° 30' WEST 100 FEET ALONG THE NORTHERLY LINE OF SAO LOT 1 27.00
 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.863 ACRES (22,142 S.F.)

BASIS OF BEARING

NORTH IMPROVED EASE, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 20 EAST, BLK.B. & 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 82, OF PLATE, PAGE 22.

AMENDED MAP OF RECORD OF SURVEY
FOR
ROCK IMPROVEMENT DEVELOPMENT
LOT 1, OF ROCK IMPROVEMENT WESTA COMMERCIAL
BOOK 62 OF PLATS, PAGE 32
SITUATED IN THE SE 1/4 OF SEC. 28,
TOWNSHIP 20 NORTH, RANGE 08 EAST, MEAD CO.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

DeLUNA, INC.
ENGINEERING • PLANNING • SURVEYING
1000 SHORE DRIVE, SUITE 100, LAS VEGAS, NEVADA 89106 (702) 462-0000

FILED 00002
IN MEAD AT THE REQUEST OF
Wendy Little Co
DATE 11/24/01 BY SLM
FILE # 83 PAGE 19

OF RECORDS OF SURVEYS
OFFICIAL RECORD BOOK #105
ADAMS & VAN DYKE
FEE 7.00 CLOSING COSTS

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Robert Piccininni for real property commonly known as APN 139-34-512-015 located at 512 East Mesquite Avenue (\$650,000 + closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$650,000 + closing costs

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City wishes to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

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, reported that this matter entails a \$650,000 purchase agreement for an apartment complex across the street from City Hall for the expansion project. Staff recommended approval.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 2004
PUBLIC WORKS

Item 6 - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Robert Piccininni for real property commonly known as APN 139-34-512-015 located at 512 East Mesquite Avenue (\$650,000 + closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

MINUTES – Continued:

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:07 - 3:08)

1-153

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 18th day of May, 2004, by and between Priority One Commercial and /or nominee ("Buyer") and Robert Piccininni and /or nominee (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .16 acres on which a 7000 sq.ft. Apartment building resides. The property is located at 512 E. Mesquite Ave, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-015 is currently zoned R-4 and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A".

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

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

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00), all cash. Said sum shall be paid as follows: * **(The Seller shall arrange to give all Tenants notice to vacate the Premises as of September 30, 2004 upon signing this contract with all copies to Priority One Commercial).**

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

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

(C.) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Six Hundred Forty Thousand and no/100 DOLLARS (\$640,000.00).

(D.) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

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

(A) Escrow shall close on or before June 18, 2004, from the expiration date of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close, of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(B) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Buyer.

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

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

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

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

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

(A) A twenty (20) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. ~~Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate.~~ Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period ~~on the Property or to any neighboring properties or structures.~~ Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. ***Buyer to review any lease agreements.**

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

incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

(C) * The Seller and/or Tenants shall be responsible for all utilities until September 30, 2004.

(D) * The Buyer has agreed to let Seller collect all rents from "Tenants" after closing date, until September 30, 2004. The Seller shall give notice to any Tenants to vacate the Premises upon signing this contract. All copies of letters will be sent to Priority One Commercial.

(E) * The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller as of September 30, 2004.

4. Offer Expiration. This offer will remain open until May 19, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

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

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

To Seller: Robert Piccininni and Cynthia Piccininni
1791 Eaglehelm Pl
Henderson, NV 89074-5251

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156

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

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

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

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

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

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

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

Date: May 17, 2004 Time 5:00PM

Buyer:


Priority One Commercial

ACCEPTANCE OF OFFER TO PURCHASE

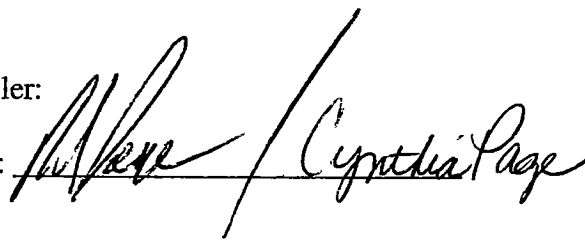
The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time am/pm

Seller:

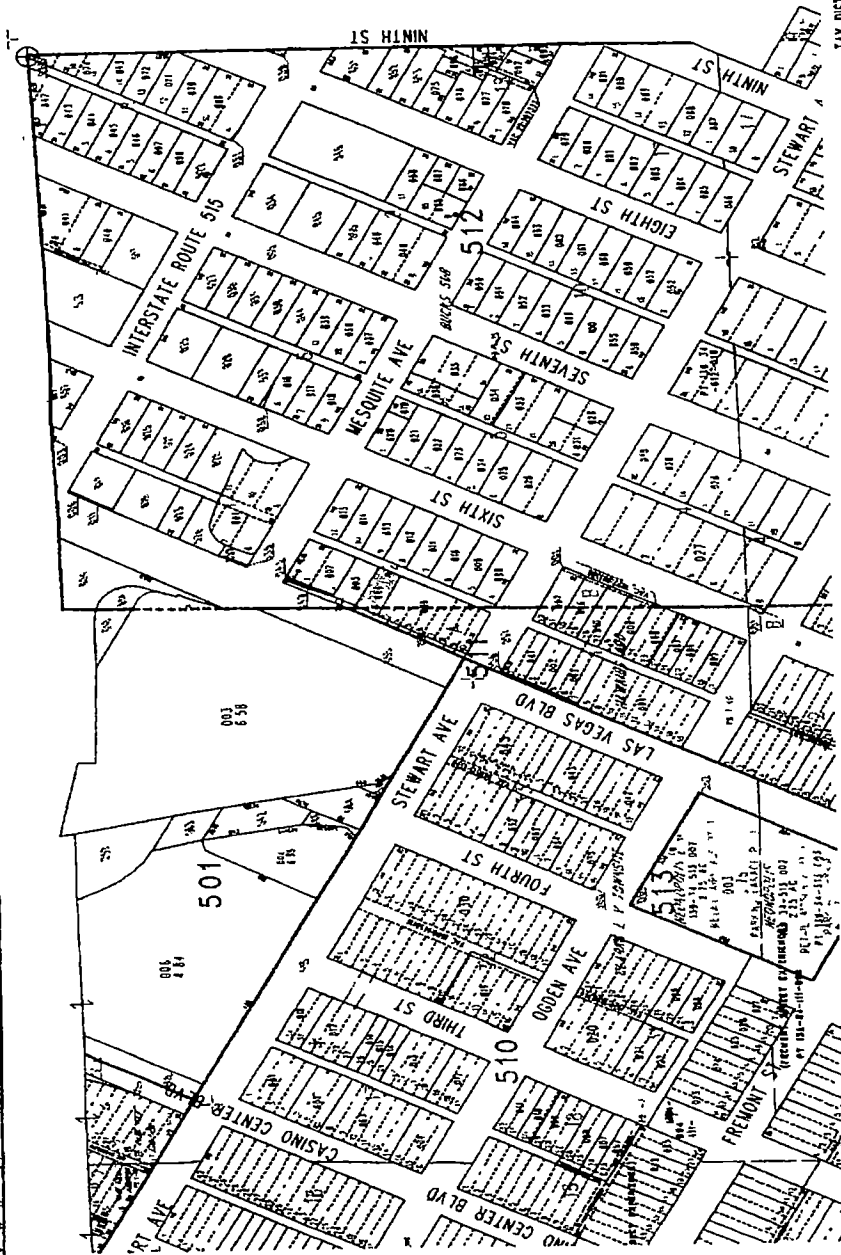
By:

Its:


Cynthia Page

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

SITE MAP

[illegible]

TAX DIST 203

EXHIBIT "C"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1 Contracting Entity (Name) Name Robert & Cynthia (Piccinini) Age Address 1791 Eaglehorn Pl. Harborview, W. 29074 Social Security # 065-40-2606	Block 2 Description Subject Matter of Contract/Agreement Auction/Purchase Agreement re: 8690 Azure Drive
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Block 3 Type of Business

☒ Individual
 ☐ Partnership
 ☐ Limited Liability Company
 ☐ Corporate

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert & Cynthia (Piccinini) Age	1791 Eaglehorn Pl. Harborview, W.	210-5002
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document

N/A

Date of Attached Document

N/A

Number of Pages

1/1

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

R. J. Kane

Name

05/24/07

Date

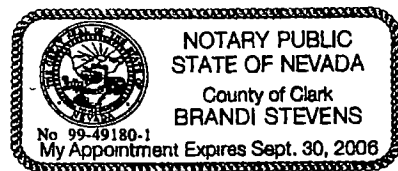
Subscribed and sworn to before me this 24th

day of

May

, 2004.

Brandi Stevens
Notary Public



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: JUNE 1, 2004

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

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

ABEYANCE ITEM - 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 7 be forwarded to the Full Council with a “DO PASS” recommendation. COUNCILMAN WEEKLY concurred.

MINUTES:

COUNCILMAN WEEKLY declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF JUNE 1, 2004
PUBLIC WORKS

Item 7 - 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:

DAVID ROARK, Manager, Real Estate and Asset Management Division, stated this is a request to proceed with exclusive negotiations with CityMark Development for property owned by Office District Parking I, Inc. Staff recommended approval.

No one appeared in opposition.

COUNCILMAN WEEKLY declared the Public Hearing closed.

(3:08 – 3:09)

1-177

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: JUNE 1, 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 to ODP a good faith deposit of \$50,000 to ensure that CityMark proceeds diligently to negotiate and perform all of its obligations under the ENA. If CityMark does not negotiate in good faith, the deposit may be retained by ODP.
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") for the Site located in downtown Las Vegas as shown on the Legal Description of Exhibit "A". The essential terms and conditions of the DDA, to be negotiated in good faith by the Seller and the Developer as outlined in this Agreement to Negotiate

Exclusively (hereinafter "Agreement"), shall be based in part on the Developer's proposal (including the financial and architectural components) submitted to the Seller in response to the Seller's issuance of the Request for Proposal ("RFP") for the Site. The Developer's proposal shall serve as a frame of reference for the development concept to be negotiated between the Seller and the Developer for the Site. Seller further agrees, for the Negotiation 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 approximately 316 for-sale, market rate residential units (including approximately 10 live/work units), approximately 14,100 square feet of street-level, retail space and

approximately 600 parking spaces on site that will be preferably integrated as a part of the residential and/or commercial structure to be built on the Site.

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 monthly 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 NON-PROPRIETARY REPORTS AND STUDIES (INCLUDING, BUT NOT LIMITED TO, APPRAISAL REPORTS, ENVIRONMENTAL STUDIES, GEOTECHNICAL STUDIES AND MARKET STUDIES) SHALL BECOME THE PROPERTY OF THE SELLER.

III. [§300] Deposit and Purchase Price

Prior to execution of this Agreement by both parties, Developer shall submit to Seller a sum of Fifty Thousand Dollars (\$50,000.00) to ensure that Developer shall proceed diligently in good faith to negotiate and perform all of the Developer's obligations under this Agreement (hereinafter "Deposit"). If the Developer has negotiated in good faith, including but not limited to, attending all project meetings, responding to information requests by the Seller

and willingly providing any information and concept plans to further the negotiations and the development project as contemplated and described in Section 201 above, the Deposit shall be returned to Developer upon the termination of the negotiations. If Developer has not negotiated in good faith as reasonably determined by the Seller, the Deposit may be retained by the Seller. Failure to agree on the terms and conditions of the DDA shall not in itself be considered lack of good faith.

The purchase price and/or other consideration to be paid by Developer under the DDA will be established as a result of negotiations between Seller and 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 Developer profit, public purpose and/or fair market value for the uses permitted to be developed and financial requirements of Seller and the City, and will be subject to approval by the Las Vegas City Council after a public hearing as required by law. All other terms relevant to the disposition of the Site, including but not limited to additional deposits, shall be determined during the negotiation period as described in this Agreement.

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:

Robert S. Sylvain 5-21-04
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.

In addition to the property described above, the Site shall include the alley, which has been vacated to the City of Las Vegas under a separate agreement.

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 & Bonnevillie 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" if 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

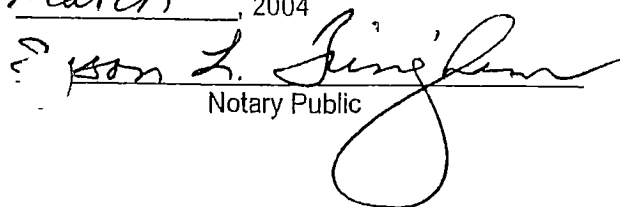

 Notary Public



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.

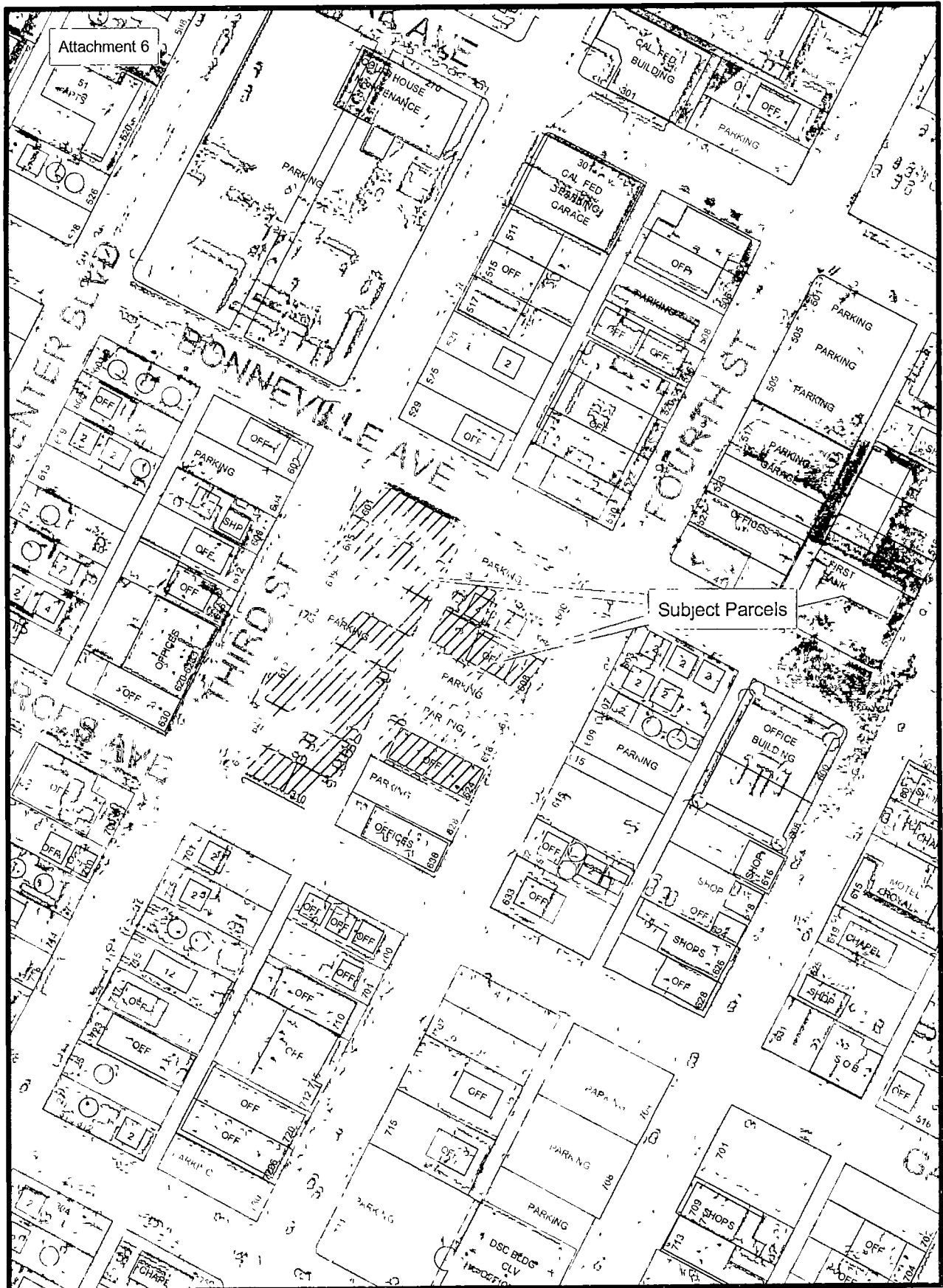
In this connection, CityMark Development, LLC expressly agrees, at its sole cost and expense, to defend the Office District Parking I, Inc., its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or 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

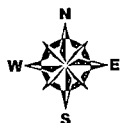
Date



Attachment 6

Subject Parcels

Site Map



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

(3:09)

1-204

THE MEETING ADJOURNED AT 3:09 P.M.

Respectfully submitted:



GABRIELA S. PORTILLO-BRENNER, DEPUTY CITY CLERK

June 8, 2004