

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, AUGUST 17, 2004
3:00 P.M.**

REAL ESTATE COMMITTEE – COUNCILWOMAN MONCRIEF AND COUNCILMAN WOLFSON

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

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

NEW BUSINESS.

1. Discussion and possible action on of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service The Animal Foundation located near Harris Avenue and Mojave Avenue, APN 139-25-405-008 - Ward 3 (Reese)
2. Discussion and possible action on a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc., for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - Parks Capital Improvement Projects) - Ward 5 (Weekly)
3. Discussion and possible action on entering into negotiations with Omega Development, LLC, for the sale of approximately 2.81 acres of City owned land located in the vicinity of Hualapai Way and Gilmore Avenue, APN 138-07-103-006 - Ward 4 (Brown)
4. Discussion and possible action on a request to use 18% Set Aside Funds to repay \$200,000 of Home Investment Partnerships (HOME) Program funding used to purchase property located at Lake Mead Boulevard and Gregory Street to facilitate the construction of affordable housing units (\$200,000 - 18% Set Aside Funds) - Ward 5 (Weekly)

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE NO SUBJECT MAY BE ACTED UPON BY THE COMMITTEE UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **August, 2004**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the **17th** day of **August, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

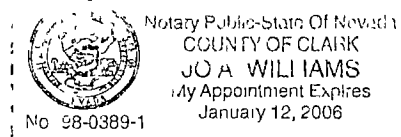
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of AUGUST, 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 **10th** day of **August, 2004** at the hour of **3:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **17th** day of **August, 2004**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
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.
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Grant Sawyer Building, 555 S. Grand Central Parkway

Paula Clark

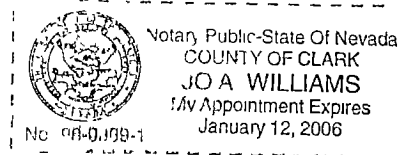
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of AUGUST, 2004

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



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

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

MINUTES:

PRESENT: COUNCILMAN WOLFSON and COUNCILWOMAN MONCRIEF

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, AND DEPUTY CITY CLERK YDOLEENA YTURRALDE

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

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: AUGUST 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action on an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service The Animal Foundation located near Harris Avenue and Mojave Avenue, APN 139-25-405-008 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Council approved a Lease with The Animal Foundation on 11/20/96. Their architectural firm completed a design plan depicting expansion of The Animal Foundation including other design aspects including canine bungalows, adoption, obedience and show centers, a barn, and a veterinary technician training facility. A new parcel map was recorded and a new Lease incorporating the above elements is underway. In order to have water lines and appurtenance(s) service the site, CLV is required to grant an Easement and Rights-of-Way to LVVWD for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. **COUNCILWOMAN MONCRIEF** concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 17, 2004

Public Works

Item 1 – Discussion and possible action on an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service The Animal Foundation located near Harris Avenue and Mojave Avenue, APN 139-25-405-008 - Ward 3 (Reese)

MINUTES – Continued:

DAVID ROARK, Real Estate and Asset Manager, indicated the easement and rights-of-way will be for the addition to the building of the existing Animal Foundation. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:03-3:04)

A.P.N. 139-25-405-008

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between
City of Las Vegas

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

WITNESSETH:

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

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

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

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

2 The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

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

A.P.N. 139-25-405-008
GRANTOR: City of Las Vegas

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

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

City of Las Vegas

STATE of _____)
_____) ss.
COUNTY of _____)

APPROVED AS TO FORM:

Thomas R. Green 7/29/04
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

FOR LVVWD USE ONLY

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

Notary Stamp/Seal Above

A.P.N. 139-25-405-008

THE ANIMAL FOUNDATION
REGIONAL ANIMAL CAMPUS
10'x20' LVVWD EASEMENT

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

COMMENCING AT THE CENTERLINE INTERSECTION OF HARRIS AVENUE AND MOJAVE
ROAD AS SHOWN ON PARCEL MAP FILE 100 PAGE 68, NORTH 88°41'44" WEST A DISTANCE
OF 401.43 FEET ALONG THE CENTERLINE OF HARRIS AVENUE; THENCE DEPARTING SAID
CENTERLINE SOUTH 01°18'16" WEST A DISTANCE OF 31.66 FEET TO THE POINT OF
BEGINNING, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A
RADIAL BEARING OF SOUTH 24°46'57" WEST AND A RADIUS OF 20.00 FEET; THENCE
ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°29'56", AN ARC
LENGTH OF 8.20 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF HARRIS
AVENUE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 01°18'16" EAST A
DISTANCE OF 10.00 FEET; THENCE SOUTH 88°41'44" EAST A DISTANCE OF 20.00 FEET;
THENCE NORTH 01°18'16" EAST A DISTANCE OF 8.34 FEET TO THE POINT OF BEGINNING.

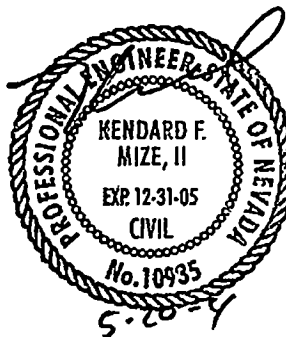
CONTAINS 196 SQUARE FEET, MORE OR LESS.
SEE EXHIBIT ATTACHED TO AND BY REFERENCE MADE A PART HEREOF.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHERLY LOT LINE OF LOT 1 AS
SHOWN BY THAT MAP ON FILE IN FILE 89 OF PARCEL MAPS, PAGE 53 AND THE
SOUTHERLY LINE OF LOT 1 AS SHOWN BY THAT MAP ON FILE IN FILE 100 OF PARCEL
MAPS, PAGE 68 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

SAID LINE BEARS SOUTH 88°41'44" EAST.

PREPARED BY:
LOCHSA ENGINEERING
5828 SPRING MOUNTAIN ROAD
SUITE 308
LAS VEGAS, NV 89146-8896
KENDARD F. MIZE
P.E. #10935



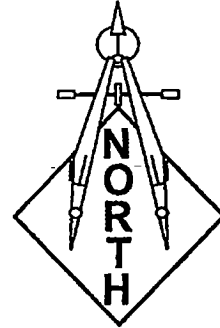
APN: 139-25-405-008

EXHIBIT 'B'

GRAPHIC SCALE

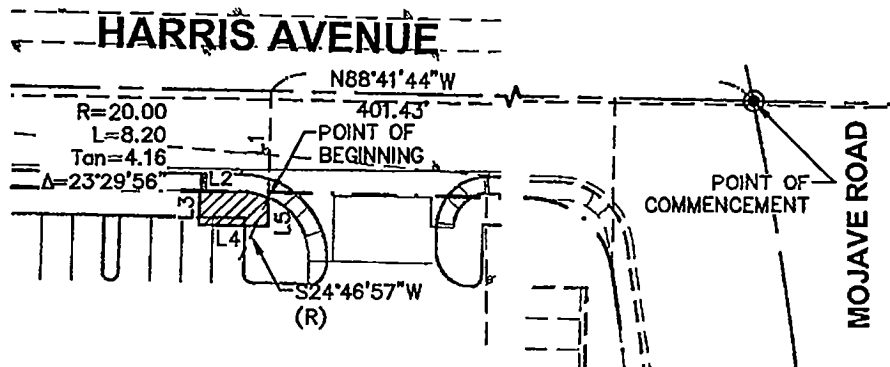


(IN FEET)
1 inch = 50 ft.



LINE TABLE

LINE	LENGTH	BEARING
L1	31.66'	S01°18'16"W
L2	12.02'	N88°41'44"W
L3	10.00'	S01°18'16"W
L4	20.00'	S88°41'44"E
L5	8.34'	N01°18'16"E



LEGEND FOUND MONUMENTATION

CENTER LINE

ROW LINE

EASEMENT LINE



FILE NAME:

C-DR ESMT 2.dwg

SECTION LINE

PROPERTY LINE

ADJACENT PROPERTY LINE

DRAWN BY: B.D.A.

SCALE: 1"=50'

CHECKED BY: K.M.

DATE: 04/21/04

**10'x20' LVWD
EASEMENT**

PROJECT No..

7105

SHEET No.

C1

SHEET 1 OF 1

**LOCHSA
ENGINEERING**

5828 SPRING MTN. RD. SUITE 308

LAS VEGAS, NV 89146

P: 702 365-9312, F: 702 365-9317

**THE ANIMAL FOUNDATION
REGIONAL ANIMAL CAMPUS**

LVVWD EASEMENT.txt

Parcel name: 10'x20' LVVWD EASEMENT

North:	4977.03	East :	4605.98
Curve Length:	8.20	Radius:	20.00
Delta:	23-29-56	Tangent:	4.16
Chord:	8.15	Course:	N 76-58-01 W
Course In:	S 24-46-57 W	Course Out:	N 01-17-01 E
RP North:	4958.87	East :	4597.59
End North:	4978.86	East :	4598.04
Line Course:	N 88-41-44 W	Length:	12.02
North:	4979.14	East :	4586.02
Line Course:	S 01-18-16 W	Length:	10.00
North:	4969.14	East :	4585.80
Line Course:	S 88-41-44 E	Length:	20.00
North:	4968.68	East :	4605.79
Line Course:	N 01-18-16 E	Length:	8.34
North:	4977.02	East :	4605.98

Perimeter: 58.57 Area: 196 sq.ft. 0.00 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.01 Course: S 46-57-57 E
Error North: -0.004 East : 0.005
Precision 1: 5,856.00

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action on a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc., for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - Parks Capital Improvement Projects) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount: \$2,000 Revenue

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Parks CIP

PURPOSE/BACKGROUND:

In conjunction with the acquisition of this parcel from Union Pacific, Viacom has a yearly lease for an existing billboard on site. This new lease is for five years with a five-year option and the yearly rental income will increase by \$6,000 with a Consumer Price Index increase each year.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Sign Location Lease
2. Site Map

COMMITTEE RECOMMENDATION:

COUNCILMAN WOLFSON recommended Item 2 be stricken. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open

DAVID ROARK, Real Estate and Asset Manager, requested Item 2 be stricken and said the item would return to the first agenda in September.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:04)

1-49

DATE July 6, 2004
SIZE 14'x48'
REP NAME D Scott

LEASE NO. 13-DIV-112
VENDOR NO LV0015
DISPLAY NO 02 1000 / 02 1001

SIGN LOCATION LEASE

- 1 CITY PARKWAY IV A INC. (hereinafter called LESSOR), hereby leases and grants exclusively to VIACOM OUTDOOR INC. (hereinafter called LESSEE) the premises presently occupied by LESSEE'S sign (with free access to and upon same) described as 139-27-401-031 in the City of Las Vegas, County of Clark, in the State of Nevada, commencing on July 1, 2004 (The Commencement Date), for the purpose of erecting, constructing, installing, placing, operating, and maintaining LESSEE'S advertising sign(s) thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment.
- 2 LESSEE shall pay to LESSOR rental of TWENTY FOUR THOUSAND & NO/100 Dollars (\$24,000.00) per year, payable in monthly installments of TWO THOUSAND & NO/100 Dollars (\$2,000.00) beginning on the Commencement Date. The annual rent will increase by Three Per Cent (3%) each succeeding year of the lease on the anniversary of the Commencement Date. Rental payments shall be limited to one (1) check per payment payable to no more than two (2) payees.
- 3 LESSOR warrants that LESSOR is the OWNER of the above-described real estate and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign(s) at the sole discretion of LESSEE. All such permits shall always remain the property of LESSEE.
- 4 LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its sign(s) on the premises.
- 5 This agreement is a Lease (not a License), and all sign(s), structure(s), improvements and appurtenances thereto placed on the premises by or for the LESSEE, its agent or predecessor, shall remain the property of the LESSEE and LESSEE shall have the right to remove the same at any time during the term of the Lease or, for a reasonable period after the expiration of the Lease. If LESSEE removes its structure(s), only above grade portions of said structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the premises by LESSEE.
- 6 The term of this Lease will be Five (5) years beginning on the Commencement Date. This Lease shall continue in full force and effect for its term and thereafter for One (1) subsequent successive like term unless terminated at the end of such term, or any successive like term, upon written notice by the LESSOR or LESSEE sent by certified or registered mail served not less than ninety (90) days before the end of such term or subsequent like term.
7. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at its election and its sole discretion, be entitled to (i) contest the acquisition or defend against the taking of Lessee's interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or not to be acquired, and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by Lessee relating to its leasehold, as improved with the outdoor advertising structure. Lessor may not terminate this lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.
- 8 In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the premises for outdoor advertising purposes; (c) LESSEE's sign(s) on the premises become entirely or partially obstructed or destroyed, (d) the view of LESSEE's signs are obstructed or impaired in any way by any object or growth on the premises or on any neighboring premises, (e) the advertising value of the structure(s) is impaired or diminished, (f) there occurs a diversion of traffic from, or a change in, the direction of traffic past the structure(s), (g) LESSEE is prevented from maintaining electrical power to the premises or illuminating its sign(s), (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the structure(s) is impractical or uneconomical, (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to terminate this Lease upon thirty (30) days notice in writing to LESSOR and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.
- 9 LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).
- 10 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by a Vice President, General Manager or Regional Director of Real Estate who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the property site(s). This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.
11. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of ownership of the premises related hereto or of LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this lease or any part thereof except to a party who purchases the underlying fee title to premises and LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by or under control with LESSEE.
12. All rents to be paid pursuant to this Lease and all notices are to be forwarded to the undersigned LESSOR at the address noted below the LESSOR's signature. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service.

- 13 In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice if it commences such cure within fourteen days from notice and pursues such cure to completion
- 14 Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
15. To the extent permitted by applicable law, Lessor hereby waives any statutory right to a landlord's lien or any other lien on any property of Lessee located on the premises
- 16 Lessee shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from Lessor's property, which in any way impairs the operation or maintenance of lessee's sign(s) or the view thereof

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

FOR LESSOR.

CITY PARKWAY IV A INC.

FOR LESSEE:

VIACOM OUTDOOR INC.

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness

BY: _____

Title

DATE: _____

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness

88-6000198

LESSOR'S SOCIAL SECURITY/TAX I.D. NO

LESSOR'S MAILING ADDRESS:

P.O. BOX 98801

Street Address

LAS VEGAS

City

NEVADA

State

89101

Zip

(702) 229-6011

Telephone Number

(702) 386-9108

Fax Number

APPROVED AS TO FORM:

Thomas R. Sullivan

Date

7/27/04



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- USA
- City of Las Vegas
- City Parkway IV A Inc

Real Estate & Asset Mgmnt



7/29/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action on entering into negotiations with Omega Development, LLC, for the sale of approximately 2.81 acres of City owned land located in the vicinity of Hualapai Way and Gilmore Avenue, APN 138-07-103-006 - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On July 30, 2004, staff received a non-binding letter of intent from Omega Development, LLC, for the purchase of approximately 2.81 acres of remnant land owned by the City. Omega has an Option to Purchase Agreement for five acres adjacent to this property and is purposing to build multifamily housing.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site Map

COMMITTEE RECOMMENDATION:

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

MINUTES:

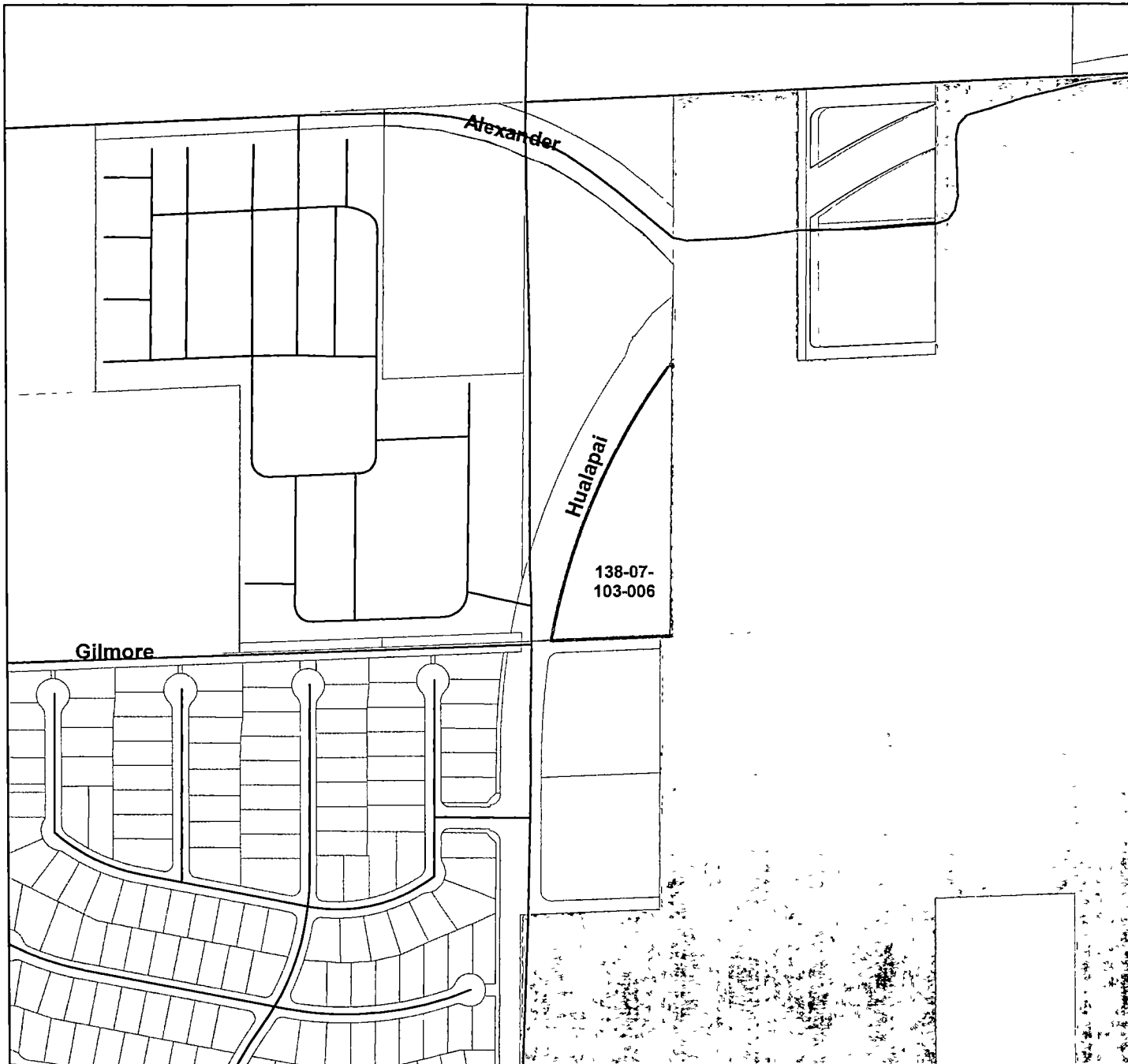
COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, addressed a letter received from Omega Development inquiring about the sale of property located in Ward 4. He indicated this purchase would reflect development near a detention basin and future park site. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:04-3:05)



Site Map

Legend

-  Street Centerline
-  Parcels
-  Leased
-  Applied
-  USA
-  City of Las Vegas
-  138-07-103-006

Real Estate & Asset Mgmnt



8/3/2004

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: AUGUST 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action on a request to use 18% Set Aside Funds to repay \$200,000 of Home Investment Partnerships (HOME) Program funding used to purchase property located at Lake Mead Boulevard and Gregory Street to facilitate the construction of affordable housing units (\$200,000 - 18% Set Aside Funds) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$200,000

☒

Budget Funds Available

Dept./Division: NBHD SVS/NBHD DEV

☐

Augmentation Required

Funding Source: 18% Set Aside Funds

PURPOSE/BACKGROUND:

On 8/16/95, Council approved \$200,000 in HOME funds for land acquisition and construction of housing at Lake Mead Boulevard and Gregory Street. The project was never constructed and the City assumed ownership of the property through foreclosure. Since the construction was not completed within HUD timelines, the City received a demand letter from Clark County to repay the \$200,000 of federal HOME funding from non-federal money. This exchange is necessary for repayment and to preserve the property for future construction of affordable housing units.

RECOMMENDATION:

Staff recommends that the City Council approve the exchange of \$200,000 in HOME Funds with \$200,000 in 18% Set Aside Funds to preserve the property for future construction of affordable housing units.

BACKUP DOCUMENTATION:

9/2/03 Letter from Clark County

COMMITTEE RECOMMENDATION:

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

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

REAL ESTATE COMMITTEE MEETING OF AUGUST 17, 2004

Neighborhood Services Department

Item 4 – Discussion and possible action on a request to use 18% Set Aside Funds to repay \$200,000 of Home Investment Partnerships (HOME) Program funding used to purchase property located at Lake Mead Boulevard and Gregory Street to facilitate the construction of affordable housing units (\$200,000 - 18% Set Aside Funds) - Ward 5 (Weekly)

MINUTES – Continued:

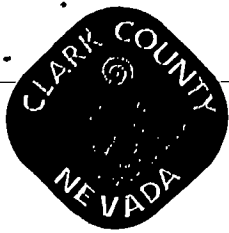
SUE PRESCOTT, Neighborhood Development Supervisor, acknowledged that in 1995 the City approved \$200,000 of home funds for construction. Because the project could not be built, a letter of demand was received from the participating jurisdiction of the home consortium for the money to be returned. She noted by repaying the funds with the 18 percent Set Aside Funds, there can still be a guarantee that the property will be built with affordable housing and allows time to find a viable project. She recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:05-3:07)

1-90



Department of Finance

Community Resources Management

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

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

September 2, 2003

Faye Johnson
City of Las Vegas
Neighborhood Development Manager
400 East Stewart Avenue
Las Vegas, NV 89101

Dear Ms. Johnson

Thank you for the prompt response to my letter of July 19, 2003, concerning the results of our recent HOME/LIHTF compliance monitoring. I have reviewed your responses to the recommendations detailed in that correspondence. I appreciate your cooperation in resolving and/or explaining the few issues that I raised. The purpose of this letter is to clarify three specific items: Monitoring Files, Kasper Park and Help Them Walk Again.

Monitoring Files

In our review of the City's HOME/LIHTF program procedures, we noted that you did not conduct separate, periodic HQS Inspections of the affordable housing units funded through your share HOME allocation. In my previous letter I indicated that this is a requirement identified in 24 CFR 92.504. I noted your response, that the regulations state that such inspections are the responsibility of the Participating Jurisdiction and that the County has not specifically delegated this responsibility to the City.

The County's perspective on this issue is that this responsibility, like numerous others that may not be specifically called out in our consortium and annual agreements, is a general HOME Program administrative requirement. In so far as the City is a consortium partner and not merely a subrecipient, the City is granted both the authority and responsibility to directly operate its own programs. To insure that the City has the financial capacity to carry out these responsibilities, it receives a full pro-rata share of the consortium's HOME administration funds.

In order to avoid any future confusion over this issue, I will incorporate appropriate language into the next annual agreement clarifying the City's responsibility to conduct unit inspections as part of its required routine monitoring. In the interim, we expect the City to conduct the HQS inspections for your HOME/LIHTF units.

Kasper Park and Help Them Walk Again

Both of these projects represent cases in which HOME funds were invested by the City of Las Vegas in projects that terminated prior to completion. In each case, the City provided a nonprofit agency with federal HOME funds that were used for land acquisition. When the projects failed to proceed, the City took appropriate action to protect the HOME investment by recapturing the property.

In the case of Help Them Walk Again, the City sold the property in November 2002. In a letter dated July 17, 2003, the City notified Clark County that it had received \$229,270.03 from the sale of the Help Them Walk Again parcel. In this letter, the City also requested that it be allowed to retain the program income in their local account to use for other eligible projects. Unfortunately, HUD regulations require that repayment of monies drawn directly from the U.S. Treasury, including any interest earned, be returned to the Treasury. The County does not have the authority to override this requirement. Consequently, you will need to forward the repayment of the original HOME investment of \$228,840.98 and any interest earned on the repayment to the County so that we can return it to the Treasury as required by 24 CFR 92.503(b). Once these funds have been credited back into the Consortium's Treasury account, the County will in turn make these funds available to the City of Las Vegas for eligible projects.

In the case of Kasper Park, it is my understanding that the City has retained ownership of the parcel, but has been unsuccessful in selling it. As with the parcel discussed above, because HOME funds were invested in a project that was terminated prior to completion, the original HOME investment of \$200,000 must be returned to the U.S. Treasury, regardless of whether the City can sell the property. Again, I must request that you forward the required funds to the County so that we may make the repayment to the Treasury account. As in the previous scenario, once the repayment has been completed and the funds credited back to the Consortium's account, these funds will be available to the City of Las Vegas to use for eligible projects.

Thank you for your continued cooperation. If I can be of further assistance in this matter, please call me at 455-5025.

Sincerely,



Michael J. Pawlak
HOME Program Coordinator

Enclosures

cc Roy Porter, HUD Senior CPD Representative
Douglas R. Bell, Manager, Community Resources Management
Sharon Segerblom, Neighborhood Services Director
Helen Kawi, Community Resources Management

City of Las Vegas

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

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE. NO SUBJECT MAY BE ACTED UPON BY THE COMMITTEE UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED.

MINUTES:

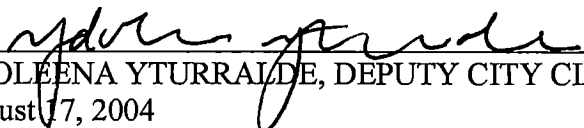
None.

(3:07)

1-140

THE MEETING ADJOURNED AT 3:08 P.M.

Respectfully submitted: _____


YDOLEENA YTURRALDE, DEPUTY CITY CLERK
August 17, 2004