

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, OCTOBER 19, 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 regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)
2. Discussion and possible action regarding entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
3. Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
4. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
5. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - 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, COME TO THE PODIUM AND 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

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continued

ESTATE COMMITTEE MEET
TUESDAY, OCTOBER 19, 2004
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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

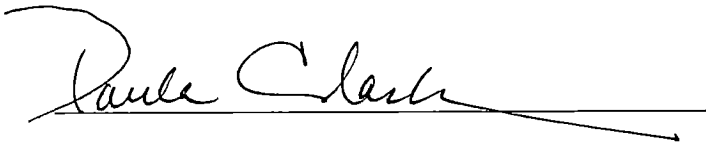
(Mailing required under the provisions of NRS Chapter 241)

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 **12th** day of **October, 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 **19th** day of **October, 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.



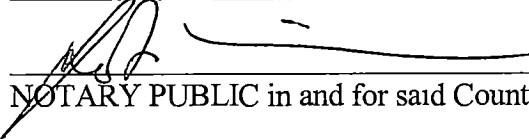
SIGNATURE

City Clerk

DEPARTMENT

Subscribed and sworn to before me this

13th day of OCTOBER, 2004



NOTARY PUBLIC in and for said County and State

Notary Public - State Of Nevada
COUNTY OF CLARK
WILLIAMS
My Appointment Expires
January 12, 2006

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

City Clerk
DEPARTMENT

13th day of OCTOBER, 2004


 Notary Public-State Of Nevada
 COUNTY OF CLARK
 JO A WILLIAMS
 My Appointment Expires
 January 12, 2006
 NC 98-0389-1

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON

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 RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

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)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT**

☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

ODP, a wholly owned subsidiary of the City, was previously authorized to negotiate exclusively with CityMark on terms of a DDA. CityMark is offering full appraised value or \$5,196,200 for the Site and proposes to develop an urban density residential loft and mixed-use project of approximately 360,000 square feet with approximately 330 residential units for sale at market rate (including 13 live/work units), approximately 9,800 square feet of street level retail space, and approximately 530 parking spaces on the Site.

RECOMMENDATION:

Authorize the President of Office District Parking I, Inc., to execute a Disposition and Development Agreement with CityMark Development LLC for the Site.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Disposition and Development Agreement
3. Disclosure of Principals
4. Site Map

MOTION:

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

DAVID ROARK, Real Estate and Asset Management Division, clarified the agreement is with CityMark. He noted one correction to the Purpose and Background to reflect 460,000 square feet instead of 360,000 square feet. He stated there was concern with the Disposition and Development Agreement that referenced streets but because only the City owns streets, there was no further issue. In conclusion, MR. ROARK specified that nothing to that affect would be a part of the purchase agreement and recommend approval.

RICH KESLTON, CityMark Development, appeared to provide any additional information about the details of the project. COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON both expressed anticipation of the project for the downtown area.

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

MINUTES - Continued:

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the public hearing closed.

(3:03 - 3:05)

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AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: OCTOBER 19, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: Discussion and possible action regarding a Disposition and Development Agreement between CityMark Development LLC and Office District Parking I, Inc.

1. On June 2, 2004, Office District Parking I, Inc. (ODP), a wholly owned subsidiary of the City, was authorized to enter into an Agreement to Negotiate Exclusively (Agreement) with CityMark Development LLC (CityMark) to negotiate terms of a Disposition and Development Agreement (DDA) for the site located at 3rd St. and Bonneville Ave. (Site) totaling approximately 2.38 acres.
2. On August 4, 2004, an Amendment to the Agreement was authorized to extend the negotiation period to October 6, 2004, with a total good faith deposit of \$100,000 from CityMark to ODP.
3. CityMark and ODP have come to mutually agreeable terms of a DDA for the sale of the Site and development of an urban density residential mixed use project with the residential units for sale at market rate.
4. The estimated sales prices for studio units are expected to be from the low \$200,000s and estimated sales prices for 2 bedroom, 2 bath units to be from the mid \$400,000s. In addition, sales prices for a limited number of Penthouse units are expected to be from the \$600,000s.
5. The scope of development for the Site is approximately 460,000 SF of total gross area to be constructed in 2 Phases and consisting of approximately:
 - a. 330 - Residential units for sale at market rate (220 - units in Phase I, 110 - units in Phase II;
 - b. 13 - Live/work (shopkeeper) units for sale at market rate;
 - c. 9,800 SF - Retail space at street level for lease; and
 - d. 530 - Parking spaces in structured parking.
6. CityMark has agreed to a purchase price equal to the full appraised value of the Site or \$5,196,200 with an Earnest Money Deposit of \$300,000.
7. The purchase price will be paid to ODP by CityMark in the form of a \$2,000,000 downpayment and a Note for \$3,196,200 secured by a 1st Deed of Trust on the Site.
 - a. The Note will accrue interest at 5.5% and will be due at the earlier of 36 months after close of escrow for the Site or 15 business days after close of escrow for the sale of the last residential unit in Phase I.

City of Las Vegas

CITYMARK DEVELOPMENT LLC & OFFICE DISTRICT PARKING I, INC. DDA AGENDA MEMO: OCT. 20, 2004 - PAGE 2

b. ODP has agreed to subordinate the 1st Deed of Trust to the project construction loan if CityMark provides ODP with: (i) Satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I, (ii) Evidence of the applicable project construction loan with financing terms that are reasonably acceptable to ODP, and (iii) a Personal Guarantee executed by all of the Principals of CityMark.

8. The Schedule of Performance for the project anticipates that:

- a. Escrow on the Site will close - July 2005;
- b. Site demolition and preparation for construction will be completed - July 2006;
- c. Phase I of the project will be completed - January 2008; and
- d. Phase II and the entire project will be completed - May 2009.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2004, by and between OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") and CITYMARK DEVELOPMENT LLC, a limited liability company organized in the State of California (the "Developer").

WITNESSETH:

WHEREAS, ODP desires to sell to the Developer, and the Developer desires to purchase from ODP, that certain real property, including all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all adjoining streets and alleys, depicted in Exhibit "A" and described more particularly in Exhibit "B" both of which are attached to this Agreement (the "Site");

WHEREAS, ODP and Developer mutually desire that the Site be developed with urban density (for-sale at market rate) residential loft units and mixed-use retail/commercial space as described in this Agreement and on the terms and conditions set forth in this Agreement.

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

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to effectuate the Redevelopment Plan currently in effect, as amended from time to time (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of the Site which is included within the boundaries of the Redevelopment Plan.

The redevelopment of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of ODP, created by and an affiliate of the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

This Agreement is subject to the provisions of the Redevelopment Plan that was approved and adopted on March 5, 1986, by the City Council of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. The Redevelopment Area is located in the City and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2. THE SITE

The Site consists of approximately 2.386 acres as depicted in Exhibit "A" as more particularly described in Exhibit "B".

3. PARTIES TO THE AGREEMENT

(a) ODP is a Nevada not-for-profit corporation. The office of ODP is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. ODP shall have the right to assign this Agreement to the City or City of Las Vegas Redevelopment Agency (the "Agency"). If ODP assigns this Agreement to the City or the Agency, such assignment shall not release ODP and shall be conditioned upon the assignee assuming the obligations of ODP in writing pursuant to an agreement acceptable to the Developer, whose acceptance shall not be unreasonably withheld.

(b) The Developer is CityMark Development LLC, a California limited liability company. The principal office of the Developer is located at 701 B Street, Suite 1100, San Diego, California 92101. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Exhibit "G", all members of the Developer holding more than a one percent (1%) ownership interest in the Developer.

(c) The qualifications and identity of the Developer are of particular concern to ODP and the City, and it is because of such qualifications and identity that ODP has entered into this Agreement with the Developer. Developer agrees that:

(i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and

(ii) the Developer shall not assign all or any part of this Agreement without the prior written approval of ODP except as expressly permitted below in this Section 3.

This Agreement may be terminated by ODP if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require ODP's approval hereunder:

(x) A transfer to any entity in which the Developer has (1) a minimum of 51% of the ownership interests in such entity and (2) management control of such entity;

(y) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust; and

(z) A transfer as a result of the exercise by any lender of its security or other interests in the ownership of Developer.

4. ACQUISITION OF SITE AND PURCHASE PRICE

ODP agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Five Million One Hundred Ninety-Six Thousand Two Hundred Dollars (\$5,196,200.00) (the "Purchase Price") payable at the close of escrow in accordance with the provisions of Section 9.

5. PAYMENT OF PURCHASE PRICE

(a) The Purchase Price is based on \$50.00 per square foot for the Site, which contains a total of approximately 103,924 square feet. The Purchase Price may be adjusted at a rate of \$50.00 per square foot in the event there is a difference between the total square footage of the Site as indicated in this Agreement and the ALTA survey to be completed, at Developer's expense, prior to Closing. The Purchase Price for the Site is due and payable at or before close of escrow as described in Section 9 and Section 16.

(b) For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping.

6. SITE DEVELOPMENT

(a) ODP and the Developer agree that the development on the Site will be an urban density residential loft and mixed-use retail/commercial project consisting of (i) approximately 460,000 square feet and approximately 330 units of residential loft space for sale at market rate (including approximately 13 units of live/work space), together with approximately 9,800 square feet of street level retail space at the prominent street corners of 3rd Street and Bonneville Avenue, as well as, 4th Street and Bonneville Avenue and (ii) approximately 530 parking spaces on site that will be integrated as a part of the residential/commercial structure to be built on the Site (the "Project"). Any and all development on the Site will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City as presently in effect and subject to all waivers relating to the Project. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work.

(b) As part of the Developer's efforts to promote diversity of contracting within the Las Vegas community, Developer will require that its general contractor for the Project maintain a very focused outreach program with in-depth programs for recruiting specially targeted population groups, including (i) advertising in local minority, small business, and trade association publications, (ii) holding outreach workshops for bidding the various components of the Project, and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Developer will use commercially reasonable

efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project.

(c) No later than the time specified in the Schedule of Performance, the Developer shall submit satisfactory evidence to ODP that the Developer has the equity capital and loan commitments for construction financing necessary for development of the Project.

(d) ODP and Developer agree that it is their intent that the Site be developed as follows:

(i) The Project shall be built on the Site depicted on Exhibit "A" and as provided in the Scope of Development attached hereto as Exhibit "D". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "E", the Developer shall prepare and submit to ODP for review and written approval or disapproval Basic Concept Drawings (to include a site plan, elevations, and an architect's rendering) containing the overall plan for development of the Project. ODP shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by ODP to either approve or disapprove by the Effective Date of this Agreement shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and ODP and such changes shall be within the limitations of the Scope of Development.

(ii) Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to ODP for review and written approval the following plans drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):

1. Final Architectural Plans;
2. Final Plot Grading Utility Plans ("Civil Plans");
3. Final Structural Plans;
4. Final Mechanical, Electrical, and Plumbing Plans; and
5. Final Landscaping Plans.

ODP's approval shall be limited to the exterior elements of the Project. The Developer agrees to construct the Project in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Project after approval of the Plans and Drawings, the Developer shall submit the proposed changes to ODP for its approval. ODP shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by ODP unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, and such rejection shall be made within such 15-day period.

(iii) The Project will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within

twelve (12) months after the acquisition of the Site, the Developer will commence construction and will complete such construction within thirty-two (32) months after commencement of construction. The commencement of construction shall be evidenced by the pouring of the foundation for the Project. Construction of the Project will be performed in two (2) phases. Phase One will include a parking structure with approximately 530 parking spaces, approximately 220 for sale residential units (including approximately 13 for sale live/work shopkeeper units) and approximately 9,800 square feet of for lease retail space. Phase Two will include approximately 110 for sale residential units. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this Agreement and unavoidable casualty. If the performance of an obligation hereunder or under any other agreement or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other agreement or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay.

(iv) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

(v) The Developer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Site (including the alley and right-of-way bisecting the Site).

(vi) The Developer will be responsible for the demolition of all remaining structures on the Site. The historic single-story structure at 604 S. 4th Street will be relocated by ODP prior to conveyance of the Site to the Developer with no delay to the Closing as set forth in Section 11(a).

(e) The Developer shall complete and submit to the City an application for a Site Development Plan review for a site plan consistent with the Basic Concept Drawings.

(f) The Developer shall complete and submit to the City an application for the vacation of the alley and right-of-way bisecting the Site, as more particularly described in Exhibit "A" and Exhibit "C" (the "Vacation Application"). Developer also shall complete and submit to the City a Reversionary Parcel Map, and any and all necessary applications, in order to adjust the parcel lines to incorporate into the Site the real property arising from the recordation of an Order of Vacation to vacate the alley. The Developer and ODP mutually acknowledge and agree that their respective obligations to close the purchase and sale of the

Site are mutually contingent upon the approval of the Vacation Application, such Order of Vacation and Reversionary Parcel Map, as well as, the parcel line adjustments for the Site.

(g) ODP agrees to sign all required map, vacation, permit and utility applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the Site Development Plan review application (including the application fee), Vacation Application and Reversionary Parcel Map.

(h) For the purposes of assuring compliance with this Agreement, representatives of ODP and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of ODP or the City shall be those who are so identified in writing by the President of ODP. ODP and the City shall defend (with counsel reasonably acceptable to Developer) indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

(i) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to ODP) ODP, the City, the Agency, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project excluding any actual liabilities directly arising out of or resulting from the acts of the City, Agency or ODP.

(j) Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 6 shall constitute a default under this Agreement. ODP shall provide Developer with written notice of default and allow Developer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Developer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(k) Failure on the part of ODP, after conveyance of the Site, to comply with the provisions of this Section 6 shall constitute a default under this Agreement. Developer shall provide ODP with written notice of default and allow ODP thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event ODP shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Developer shall notify ODP in writing (a "Completion Notice") when Developer has substantially completed the Project or any discrete portion thereof. Within ten (10) business days after ODP's receipt of a Completion Notice, ODP and Developer shall conduct a joint inspection of the Project or applicable portion. If the inspection reveals deficiencies, then (i) the parties shall immediately prepare a written punchlist, and (ii) Developer shall thereafter promptly proceed to complete or correct such punchlist work within thirty (30) days thereafter. Upon substantial completion of the development and construction

work required of Developer hereunder, ODP covenants and agrees to execute and deliver to Developer a Certificate of Completion, in the form of Exhibit "K", duly acknowledged and in recordable form, which shall constitute conclusive evidence that Developer has fulfilled its obligations under the DDA to develop and construct the Project. The existence of punchlist items shall not delay the issuance of the Certificate of Completion if, within ODP's reasonable judgement, ODP determines that Developer has substantially completed the Project or has diligently proceeded to complete or correct the punchlist items.

7. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by ODP. ODP represents and warrants the following to be true and correct as of the effective date hereof and the date of close of escrow:

- (i) ODP is a Nevada not-for-profit corporation.
- (ii) ODP has all requisite power and authority to enter into and perform its obligations under this Agreement
- (iii) By proper action of ODP, ODP's signatories have been duly authorized to execute and deliver this Agreement.
- (iv) To ODP's and the Agency Redevelopment Manager's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.
- (v) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against ODP and the City which would inhibit ODP's ability to perform its obligations under this Agreement (or other contract obligations).
- (vi) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.
- (vii) To ODP's and the Agency Redevelopment Manager's actual knowledge, the execution, delivery and performance of this Agreement by ODP will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to ODP or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.
- (viii) The execution of this Agreement (or other contract obligations) by ODP does not violate any provision of any other agreement to which ODP is a party.
- (ix) Except for the approval of the Las Vegas City Council and as may be specifically set forth herein, no approvals or consents not heretofore obtained by ODP are necessary in connection with the execution of this Agreement (or other contract

obligations) by ODP or with the performance by ODP of its obligations hereunder (or other contract obligations).

(x) To ODP's and the Agency Redevelopment Manager's actual knowledge, all matters relating to the Redevelopment Plan have occurred in accordance with applicable laws. (Agency not a party.)

(xi) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no encumbrances, liens or claims on the Site other than as set forth in the title report.

(xii) To ODP's and the Agency Redevelopment Manager's actual knowledge, that, there are no violations of any existing laws or codes.

(xiii) ODP has disclosed to Developer all material information in ODP's possession relating to the Site.

(xiv) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no occupants of the Site.

(xv) To ODP's and the Agency Redevelopment Manager's actual knowledge, there is no work which has been done which could result in the filing of any mechanic's lien on the Site.

(xvi) To ODP's and the Agency Redevelopment Manager's actual knowledge, the only special laws which may affect the Developer's ability or cost to develop the Project are the Downtown Centennial Plan, currently in effect, as amended from time to time, and the Las Vegas Redevelopment Plan, currently in effect, as amended from time to time, which both Plans have been submitted to the Developer.

As used in this Agreement, the term "ODP's actual knowledge" means the actual knowledge of the President of ODP and the term "Agency Redevelopment Manager's actual knowledge" means the actual knowledge of Steve van Gorp in his official capacity as the Agency Redevelopment Manager.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to ODP the following are true and correct as of the effective date hereof and the date of close of escrow:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State of California.

(ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement (or other contract obligations).

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement (or other contract obligations).

(iv) The execution of this Agreement (or other contract obligations) by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement (or other contract obligations) by the Developer or with the performance by the Developer of its obligations hereunder (or other contract obligations).

(vi) Neither the Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(vii) To the Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement (or other contract obligations).

8. EARNEST MONEY DEPOSIT

At or before May 31, 2005, the Developer shall have delivered to Lawyers Title of Nevada, Inc., as Escrow Agent, total deposits (the "Earnest Money Deposit") of Three Hundred Thousand Dollars (\$300,000.00).

The Earnest Money Deposit shall be delivered to and accounted for by Lawyers Title of Nevada, Inc., as Escrow Agent, in the following manner:

(a) Concurrently with the full execution of this Agreement, the Developer shall be credited by ODP the amount of One Hundred Thousand Dollars (\$100,000.00) towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.

(b) At or before expiration of the Feasibility Period as defined in Section 14 (a), the Developer shall deposit into escrow in the form of cash or a cashier's check the amount of One Hundred Thousand Dollars (\$100,000.00) for a cumulative amount of Two Hundred Thousand Dollars (\$200,000.00) towards the Earnest Money Deposit.

(c) At or before May 31, 2005, the Developer shall deposit into escrow in the form of cash or a cashier's check the amount of One Hundred Thousand Dollars (\$100,000.00) for a cumulative amount of Three Hundred Thousand Dollars (\$300,000.00) towards the Earnest Money Deposit.

9. FINANCING OF PURCHASE PRICE

Payment and financing of the Purchase Price shall be as follows:

(a) At or before the close of escrow, the Developer shall deposit in escrow a down payment in the amount of Two Million Dollars (\$2,000,000.00) (the "Down Payment") and Developer's promissory note in the principal amount of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars (\$3,196,200.00) payable to ODP (the "Note"). The Earnest Money Deposit, as set forth in Section 8 of this Agreement, is to be included as part of the Down Payment.

(b) The Note shall be due and payable at the earlier of (i) three (3) years after the close of escrow or (ii) fifteen (15) business days after the close of escrow for the sale of the last residential unit in Phase I of the Project. The Note will bear simple interest at the annual rate of five and one-half percent (5.5%) from the Closing (hereinafter defined) until paid. The Note will be in the form of Exhibit "H" attached to this Agreement.

(c) The Note shall be secured by Developer's deed of trust and assignment of rents (the "Deed of Trust") encumbering the Site in the form of Exhibit "I" attached hereto.

(d) Upon the Closing of the initial construction loan and any subsequent refinancing thereof or permanent loan for the Project, ODP will, at the request of Developer, subordinate the rights of ODP under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan and any subsequent refinancing thereof or permanent loan (each a "Project Loan") for the development of the Site. ODP hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by ODP of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. ODP's obligation to execute and deliver such reasonable subordination agreement, is subject to the satisfaction of each of the following conditions, as determined by ODP:

(i) Developer has provided ODP with satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I of the Project;

(ii) Developer has provided ODP with reasonable evidence of the applicable Project Loan, which shall contain, at a minimum, the following information: (a) total amount being financed; (b) the term and maturity date, including conditions causing any acceleration; (c) repayment terms, including an amortization schedule if interest rate varies over term; (d) collateral and security; (e) debt requirements, including loan-to-cost or loan-to-value; (f) pre-sales requirement for residential units in Phase I of the Project and (g) any other conditions precedent for Developer to close on the Project Loan. ODP agrees to review and approve such evidence in the time frame specified in the Schedule of Performance (or, if applicable, within ten (10) business days after a written request from Developer accompanied by the requisite information) provided that no event in default then exists under this Agreement (after giving effect to all applicable

notice and cure periods) and is determined to be financing reasonably acceptable to ODP; and,

(iii) As a condition to the original subordination, Developer has provided to ODP executed Personal Guarantees in the form of Exhibit "K" from all Principals of the Developer as disclosed on Exhibit "G"; and, as a condition, to any subsequent subordinations, the Personal Guarantees shall be in full force and effect.

(e) ODP expressly acknowledges and agrees that the Developer may be required to finance a part of its obligations under this Agreement through private financing. ODP agrees to cooperate with the Developer with respect to such financing by, among other things, executing and delivering to any lender or other interested person such documents as may be reasonably requested by such person, and in form approved by ODP, to acknowledge (i) that ODP has no lien on the Site, and (ii) that ODP shall recognize and allow a lender or lenders which has or have foreclosed or acquired (A) a portion of the Site from the Developer or (B) Developer to succeed to the rights and benefits of this Agreement as to such portion of the Site or Developer's interest therein.

10. ESCROW

(a) ODP and the Developer agree to open an escrow with Lawyers Title of Nevada, Inc. (the "Title Company"), as escrow agent (the "Escrow Agent"), whose address is 1210 S. Valley View Boulevard, Suite 104, Las Vegas, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of ODP and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. ODP and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered and directed to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to ODP and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

(i) One-half (1/2) of the escrow fee and the recording costs for other recording documents;

(ii) All of the premium and costs for the lenders' title insurance policy or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement; and

(iii) Any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(c) ODP shall pay in escrow to the Escrow Agent (or the same shall be deducted from ODP's proceeds payable at the close of escrow) the following fees, charges and

costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

- (i) One-half (1/2) of the escrow fee;
- (ii) The recording costs for the Deed as defined in Section 12;
- (iii) Any state, county or city documentary transfer tax;
- (iv) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and
- (v) The premium and costs for a standard CLTA policy form of owner's title insurance in the amount of the purchase price;
- (vi) Any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(d) Not later than one (1) business day prior to the Closing Date, ODP will deposit with the Escrow Agent the following:

(i) The Deed as defined in Section 12 (and other recording documents) duly executed and acknowledged by ODP, as well as, any other documents which must be recorded, as well as, any other assignments or conveyance documents necessary to fully transfer all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all streets and alleys adjoining the Site.

(ii) The Declaration of Development Covenants and Restrictions duly executed and acknowledged by ODP, the form of which is attached hereto as Exhibit "J".

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(e) Not later than one (1) business day prior to the close of escrow, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Deed accepted and duly executed by the Developer, any other documents which must be recorded, as well as, any other assignments or conveyance documents necessary to fully transfer all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all streets and alleys adjoining the Site.

(ii) The Note duly executed by Developer.

(iii) The Deed of Trust duly executed and acknowledged by Developer.

(iv) The Declaration of Development Covenants and Restrictions duly executed and acknowledged by Developer.

(v) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(f) The Escrow Agent is authorized and instructed to:

(i) Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify ODP and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

(ii) Credit from ODP to the Developer, One Hundred Thousand Dollars (\$100,000.00) towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.

(iii) Verify in writing that ODP and the Developer have approved the respective closing statements prior to close of escrow.

(iv) Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by ODP and the Developer.

(v) Obtain and charge ODP and the Developer all of the premiums and costs for the respective title insurance policies and endorsements thereto.

(vi) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall under no circumstances, record the Deed (as hereunder defined) with the Clark County Recorder's Office if the Order of Vacation (relative to the Vacation Application) has not been recorded with the Clark County Recorder's Office prior to recordation of said Deed.

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

(h) If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully

performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither ODP nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both ODP and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of ODP or the Developer to specific performance.

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

(j) Any amendment of these escrow instructions shall be in writing and signed by both ODP and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to ODP or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between ODP and the Developer.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement except for incidents resulting from the negligence of or failure to follow instructions on the part of the Escrow Agent.

(l) Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to protect, defend, indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale, purchase and conveyance to the Developer of title to the Site (the "Closing") shall be completed on or prior to thirty (30) days after issuance of all permits and approvals necessary for the construction of the Project and is projected to occur on July 20, 2005 (the "Closing Date"). ODP and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the satisfaction or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be satisfied or waived prior to close of escrow:

(i) ODP shall not be in violation of any of its material obligations under this Agreement;

(ii) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project, including, without limitation, the approval of the Vacation Application, such Order of Vacation and Reversionary Parcel Map, as well as, the parcel line adjustments described in paragraph (f) of Section 6 of this Agreement.

(iii) Developer has been able to obtain financing that is in compliance with Sections 6(c) and 9(c) above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;

(iv) Developer has not elected to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

(c) Notwithstanding any other provision of this Agreement, ODP's obligation to proceed with the close of escrow is subject to the satisfaction or waiver by ODP of each of the conditions precedent described below, which are solely for the benefit of ODP and which shall be satisfied or waived prior to close of escrow:

(i) Developer shall not be in violation of any of its material obligations under this Agreement;

(ii) The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect ODP's security interest under the Deed of Trust and the Declaration of Development Covenant and Restrictions.

(d) Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 14 of this Agreement.

12. FORM OF DEED

ODP shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit "F" to this Agreement.

13. CONDITION OF TITLE

(a) ODP shall convey to the Developer fee simple title to the Site, free and clear of all rights of possession and all other liens, claims and encumbrances, other than the following:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.

(iii) The easements, conditions, covenants or reservations set forth in the Deed.

(b) The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer, at its discretion, may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to ODP being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement (as defined in Section 39). Failure to give written notice to the Escrow Agent and ODP by such date of approval or disapproval of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, ODP shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If ODP does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to ODP and to the Escrow Agent. If ODP shall agree to remove any exception objected to by the Developer, ODP shall then have until the date for close of escrow within which to remove such exception. If ODP is unable to remove any exception objected to by the Developer and which ODP has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and the Earnest Money Deposit will be returned to the Developer and obtain from ODP reimbursement by ODP to the Developer of the Developer's out-of-pocket expenses for the cost of any surveys, phase 1 environmental studies and appraisals paid by the Developer to third parties in connection with the Developer's investigations of the Site. (Any surveys, phase 1 environmental studies and appraisals for which the Developer receives reimbursement from ODP shall become the sole property of ODP.) ODP thereafter shall have no liability or obligation hereunder; or (2) waive the objection and close escrow.

(c) As a condition of the conveyance to Developer of the Site, the Developer shall execute and acknowledge the Declaration of Development Covenants and Restrictions

which set forth certain obligations owing to ODP by Developer concerning the activities of Developer on and in connection with the Site pursuant to this Agreement.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have approved in writing, by no later than ninety (90) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of Developer's development plan therefor. Developer's feasibility review will include Developer's review of and satisfaction with the following:

(i) The availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof;

(ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site; and

(iii) Those items contained in Section 11(b) herein.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement in its sole discretion. Failure of Developer to provide ODP, prior to expiration of the Feasibility Review Period, Developer's written approval (the "Continuation Notice") of the transactions contemplated by this Agreement shall cause this Agreement to automatically terminate. In such event, Developer shall deliver to ODP any studies, surveys and other similar materials produced by or at the request of Developer with respect to the Site (other than Developer's confidential proforma, projections, internal accounting, and financial information, which may be excluded from such delivery) without representation or warranty (express or implied), subject to any limitations imposed by the preparer of any such materials. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, Developer shall pay to Escrow Holder an amount equal to the reasonable costs of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement. Escrow Holder and ODP shall immediately refund to Developer its full Earnest Money Deposit.

(c) During the term of the Feasibility Review Period (as defined in the above Section), Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as Developer may require in its sole and absolute discretion; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies ODP in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will

obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recomacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to ODP) ODP, its affiliates or assignees, which are under the control of ODP and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify ODP of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed (as hereinafter defined) and transfer of title for a period of one year. Developer covenants and agrees upon request of ODP to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence. On or before the Effective Date, ODP shall deliver all documents in its control or possession relating to the Site.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer or its employees or agents and to pay in full all persons who perform labor upon the Site on behalf of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to ODP) ODP, the City, the Agency, its affiliates and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, ODP shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

ODP and Developer shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to ODP or Developer and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by ODP, Developer or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Sections 11, 15, and 17 the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Sections 13 and 17 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer or its nominee, provided said nominee is a permitted nominee as provided in Section 3 of this Agreement, a title insurance policy in the amount of the Purchase Price (though Developer may obtain a greater amount at its expense) issued by the Escrow Agent insuring that title is vested in the Developer or its nominee, provided said nominee is a permitted nominee as provided in Section 3 of this Agreement, in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by Developer.

If Developer desires to obtain extended coverage for its title policy, ODP shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the approved easements of record of certain portions of the Site.

20. "AS IS" SALE

(a) The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer (pursuant to this Agreement) in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, ODP makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, ODP makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions

and restrictions (whether or not of record) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against ODP, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify ODP from any claims, judgements, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by ODP after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site presently existing or (ii) the application of Environmental Laws to the Site unless caused by ODP or the City.

(c) The Developer agrees that ODP, to its actual knowledge, is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS

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

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of ODP except as otherwise permitted by this Agreement.

23. **Reserved**

24. **TIME OF ESSENCE**

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

25. **DEFAULT AND REMEDIES**

- (a) IN THE EVENT THE DEVELOPER FAILS TO PERFORM ANY OF ITS OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER PRIOR TO THE CLOSING, INCLUDING, WITHOUT LIMITATION, DEVELOPER'S OBLIGATIONS UNDER SECTION 6 OR THE CLOSING DOES NOT OCCUR FOR ANY REASON OTHER THAN THE DEFAULT OF ODP, ODP MAY, AFTER PROVIDING WRITTEN NOTICE OF DEFAULT TO THE DEVELOPER AND ALLOWING THE DEVELOPER THIRTY (30) TO CURE SAID DEFAULT, BY WRITTEN NOTICE TO THE DEVELOPER AND ESCROW AGENT, TERMINATE THIS AGREEMENT AND RECEIVE FROM ESCROW AGENT OR RETAIN, AS THE CASE MAY BE, AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS ODP'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY THE DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN ODP AND THE DEVELOPER THAT ODP'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY THE DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

ODP: _____

DEVELOPER: _____

(b) In the event of the occurrence of a default of ODP occurring prior to the Close of Escrow, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

- (i) To waive such default;

(ii) To terminate this Agreement; (provided Developer has first provided ODP with written notice of default and thirty (30) days to cure said default) and on such termination, the Earnest Money Deposit will be returned to the Developer and obtain from ODP reimbursement by ODP to the Developer of the Developer's out-of-pocket expenses for the cost of any surveys, phase 1 environmental studies and appraisals paid by the Developer to third parties in connection with the Developer's

investigations of the Site. (Any surveys, phase 1 environmental studies and appraisals for which the Developer receives reimbursement from ODP shall become the sole property of ODP.) ODP thereafter shall have no liability or obligation hereunder; or

(iii) To demand specific performance of ODP's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of ODP for damages.

(iv) To extend the Closing Date to allow ODP to cure the default within a reasonable period.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 14(c) and 14(d) shall survive such termination of this Agreement for a period of one year.

(d) In the event of the occurrence of a default following the Close of Escrow and conveyance of the Site, the non-defaulting party shall have the right to institute any action of law or in equity to cure, correct, prevent or remedy any default, or to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court of Clark County, State of Nevada, or in the appropriate Federal District Court in the State of Nevada. The laws of the State of Nevada shall govern interpretation and enforcement of this Agreement.

26. OPTION TO REPURCHASE, REENTER AND REPOSSESS

ODP, its successors and/or assigns, shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon (excluding any portion thereof which has been transferred and released from this Section, as provided below) (the "Reacquired Property") if, after conveyance of title to the Site and prior to the issuance of the Temporary Certificate of Occupancy therefore, the Developer:

(a) fails to proceed with construction of the improvements on the Site as required by this Agreement for ninety (90) days after written notice thereof from ODP, its successors and/or assigns ("Notice of Construction Failure"); or

(b) abandons or substantially suspends (except in cases in which such suspension arises from permitted delays contemplated by Section 6(d)(iii) above) construction of improvements on the Site for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Site or any part thereof in violation of this Agreement, and such breach is not cured within thirty (30) days after the date written notice thereof from ODP, its successors and/or assigns ("Notice of Unpermitted Transfer").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this Agreement; or

(y) any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

(z) any bonafide conveyance of a condominium unit (and any mortgage, deed of trust or other security agreement obtained by the purchaser of such unit) or lease of retail/commercial space entered into in good faith with an unaffiliated purchaser or lessee.

The right to repurchase, reenter and take possession shall be exercised, if at all, only by giving written notice of exercise no later than the times set forth herein.

The term of this right in connection with Section 26 (a) or (b) shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Developer commences or resumes construction as required by this Agreement and proceeds with such construction to completion in the manner required by this Agreement, within the ninety (90) day cure period, and the term of this right shall expire six (6) months after the Notice of Construction Failure. In the event the Developer transfers, or suffers an involuntary transfer of the Site or any part thereof in violation of this Agreement, the term of this right shall commence immediately on the thirty first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. ODP, its successors and/or assigns, may rescind its election to exercise its right to repurchase, reenter and take possession of the Site by written notice to the Developer at any time prior to expiration of such right.

To exercise its right to repurchase, reenter and take possession with respect to the Site, ODP, its successors and/or assigns, shall, within the terms provided in the preceding paragraph, provide written notice to the Developer of its intent to exercise such right, as well as, pay the Developer in cash an amount equal to:

(ww) the applicable cash portion of the Purchase Price for the Reacquired Property paid by the Developer; plus

(xx) the costs actually incurred by the Developer for on-site labor and materials for the construction of the improvements existing on the Reacquired Property at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less

(yy) any gains or income withdrawn or made by the Developer from the Reacquired Property or the improvements thereon; and less

(zz) the amount of liens on the Reacquired Property, and any unpaid assessments against the Reacquired Property.

Notwithstanding anything to the contrary contained in this Agreement, each condominium unit (and its related common elements), as set forth on a recorded final subdivision map for the Project, shall be automatically released from the provisions of this Article 26, following the conveyance of such unit to a bona fide, third party purchaser for value.

27. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed (and shall not be deemed merged into such deed) up to the date a Certificate of Completion in the form of Exhibit "L" is issued by ODP which ODP agrees to provide to Developer upon substantial completion of the Project pursuant to Section 6(n).

28. SUCCESSORS AND ASSIGNS

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

29. NONLIABILITY OF OFFICIALS, OFFICERS AND EMPLOYEES

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

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

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between ODP and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of ODP and the Developer as set forth in this Section 30. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to ODP: Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Douglas A. Selby, President

With a copy to: City of Las Vegas Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer: CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President

With a copy to: Jones Vargas
3773 Howard Hughes Parkway, 3rd Floor South
Las Vegas, NV 89109
Attn: Michael E. Buckley, Esq.

31. SUBSEQUENT ODP APPROVALS

Any approvals of ODP required or permitted by the terms of this Agreement may be given by the President of ODP or such other person that ODP designates in writing.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall survive the Closing and shall remain in effect for the benefit of the Parties for one year after the Closing.

33. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals and may be executed in counterparts, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H, I, J, K and L attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

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

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of ODP and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. The approval of such waivers by ODP shall not be unreasonably withheld, conditioned or delayed.

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CAPTIONS

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

37. ATTORNEY'S FEES

In the event legal action is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

38. ODP/CITY OF LAS VEGAS COOPERATION

ODP agrees that as an affiliate of the City, it will cooperate and facilitate the Developer with a reasonable prompt review, process and approval of the Developer's applications submitted to the City for permits or other authorizations of entitlements related to this Project, provided that said applications are in accordance with this Agreement and the City's requirements, rules and regulations.

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39. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement has been approved on _____, 2004 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by ODP ("Effective Date").

Date of City Council approval:

_____, 2004.

OFFICE DISTRICT PARKING I, INC.

By: _____
Douglas A. Selby, President
"ODP"

ATTEST:

Steven P. Houchens, Secretary

_____, 2004

APPROVED AS TO FORM:

J. P. Houchens
10/6/04 Date

CITYMARK DEVELOPMENT LLC, a California
limited liability company

By: _____
Richard Gustafson

Its: _____
"Developer"

LIST OF EXHIBITS

EXHIBIT “A”	SITE DEPICTION
EXHIBIT “B”	SITE LEGAL DESCRIPTION
EXHIBIT “C”	VACATION APPLICATION LEGAL DESCRIPTION
EXHIBIT “D”	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT “E”	SCHEDULE OF PERFORMANCE OF THE PROJECT
EXHIBIT “F”	FORM OF GRANT, BARGAIN AND SALE DEED
EXHIBIT “G”	DISCLOSURE OF PRINCIPALS
EXHIBIT “H”	FORM OF PROMISSORY NOTE
EXHIBIT “I”	FORM OF DEED OF TRUST ASSIGNMENT OF RENTS
EXHIBIT “J”	FORM OF DECLARATION OF DEVELOPMENT COVENANTS
EXHIBIT “K”	FORM OF PERSONAL GUARANTEE
EXHIBIT “L”	FORM OF CERTIFICATE OF COMPLETION

SITE DEPICTION



EXHIBIT "B"

SITE LEGAL DESCRIPTION

A.P.N. 139-34-311-095 thru -102, & 105 thru 110

Those portions of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being those portions of BLOCK 25 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

PARCEL 1

LOTS 1 through 16, inclusive, of said BLOCK 25.

EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the south by a curve, concave southerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

ALSO EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the southwest by the southwesterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the east by a curve, concave easterly and having a radius of 10.00 feet, said curve being tangent to the southwesterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

The above-described PARCEL 1 contains an area of 55,961 square feet, or 1.285 acres, more or less.

PARCEL 2

LOTS 21 through 32, inclusive, of said BLOCK 25.

EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the southeast by the southeasterly line of said BLOCK 25; and bounded on the west by a curve, concave westerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the southeasterly line of said BLOCK 25.

The above-described PARCEL 2 contains an area of 41,984 square feet, or 0.964 acres, more or less.

PARCEL 3

That portion of that certain 20 foot wide northeasterly-southwesterly alley in said Block 25, bounded as follows:

bounded on the northeast by the northeasterly line of said BLOCK 25; and bounded on the southwest by the northwesterly projection of the northeasterly line of Lot 20 in said Block 25.

The above-described PARCEL 3 contains an area of 5,979 square feet, or 0.137 acres, more or less.

The above-described PARCEL 1, PARCEL 2, and PARCEL 3 contain a total, combined area of 103,924 square feet, or 2.386 acres, more or less.

OWNER'S INITIALS _____

EXHIBIT "C"

VACATION APPLICATION LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Block 25 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

That portion of that certain 20 foot wide northeasterly-southwesterly public alley in said Block 25, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; and bounded on the southwest by the northwesterly projection of the northeasterly line of Lot 20 in said Block 25.

RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public streetlight purposes, public fire hydrant purposes and appurtenances thereto, over, across and under the northeasterly 5.00 feet of the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public drainage purposes, public sewer purposes, and appurtenances thereto, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the NEVADA POWER COMPANY, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the SOUTHWEST GAS CORPORATION, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to NEVADA DIVISION OF CENTRAL TELEPHONE COMPANY, a Delaware corporation, d/b/a/ SPRINT OF NEVADA, over, across

and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the LAS VEGAS VALLEY WATER DISTRICT, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

A.P.N. 139-34-399-002

EXHIBIT “D”

SCOPE OF DEVELOPMENT OF THE PROJECT

CityMark Development LLC (“Developer”), a California limited liability company, intends to purchase approximately 103,924 square feet of real property located at the Southeastern corner of 3rd Street and Bonneville Avenue, currently owned by Office District Parking I, Inc.

The Developer intends to construct an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project of approximately 460,000 total gross square feet. The project will include approximately 330 residential loft units, 27,000 square feet of live/work units and 9,800 square feet of retail space at street level on the corners of 3rd St. and Bonneville Ave., as well as, 4th St. and Bonneville Ave. The project will have approximately 6 buildings varying from 7 to 14 stories in height and a structured parking garage, with approximately 530 parking spaces, integrated as part of the residential and/or commercial structures. The buildings will include exposed concrete and plaster and will incorporate expansive window systems, stonework, metals and retail awnings. The building facades will be architecturally distinct by stepping in and out from the street. At street level, the base of the buildings will consist of a rich color palate based on natural materials that feed into the stoops and awnings. The residential loft units will include sharp, industrial, and energetic facades, varied skylines and abundant glass.

EXHIBIT "E"

SCHEDULE OF PERFORMANCE OF THE PROJECT

<u>Action</u>	<u>Date</u>
1. Execution and Delivery of Agreement by Developer to ODP. Submission of Basic Concept Drawings by Developer to ODP.	No later than October 6, 2004.
2. Effective Date of Agreement	No later than October 20, 2004.
3. Execution of Agreement by ODP.	No later than October 20, 2004.
4. Approval or disapproval of Basic Concept Drawings by ODP.	Upon Execution of Agreement by ODP.
5. Opening of Escrow and Earnest Money Deposit.	Developer shall open escrow at Lawyers Title of Nevada within twenty (20) calendar days of Execution of Agreement by ODP. Developer shall receive a credit from ODP of \$100,000 towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.
6. Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow.
7. Approval of Title Report by Developer.	Within sixty (60) calendar days of receipt by Developer.
8. Pre-Design Conference with City of Las Vegas.	No later than December 17, 2004.
9. Expiration of Feasibility Review Period pursuant to Section 14(c) of the Agreement.	No later than ninety (90) days after the effective date of the Agreement.
10. Delivery of additional Earnest Money Deposit.	Developer will deliver to Escrow Agent an additional Earnest Money Deposit of \$100,000 upon expiration of Feasibility Review Period.
11. Submission of Developer's 50% Plans for Site Development to ODP.	No later than ninety (90) days after Pre-Design Conference.
12. Approval or disapproval of 50% Plans by ODP	No later than 15 days after submission to ODP.

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| 13. Completion and submittal of Reversionary Parcel Map to City. | No later than one hundred twenty (120) days after the Pre-Design. |
| 14. Submission of Developer's application for Financing Commitment to Project Lender. | No later than sixty (60) days prior to Estimated Closing Date and is projected to occur on May 21, 2005. |
| 15. Delivery of final addition to Earnest Money Deposit. | Developer will deliver to Escrow Agent a final addition to the Earnest Money Deposit of \$100,000 (for a total Earnest Money Deposit of \$300,000) at or before May 31, 2005. |
| 16. Submission of Developer's 100% Plans for Site Development to City for the Site Development Plan application and to ODP for review. | No later than Ninety (90) days after approval of 50% Plans and is projected to occur on June 30, 2005. |
| 17. Submission of Developer's Evidence of Financing (the "Commitment") from the Project Lender to ODP. | No later than thirty (30) days prior to Estimated Closing Date is projected to occur on June 20, 2005. |
| 18. ODP approval or disapproval of 100% Plans for Site Development. | No later than fifteen (15) days prior to Estimated Closing Date and is projected to occur on July 5, 2005. |
| 19. ODP approval or disapproval of Developer's evidence of: (i) equity capital and loan commitments for construction financing pursuant to Section 6(c) and (ii) Project Loan pursuant to Section 9(d) of the Agreement. | No later than twenty (20) calendar days following submission of Commitment and is projected to occur on July 10, 2005. |
| 20. Submission to ODP of Developer's Certificates of Insurance. | No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005. |
| 21. Submission to ODP by Developer of evidence that City and other Governmental Permits necessary to commence construction are approved and that only the payment of applicable fees by Developer are required for issuance. | No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005. |
| 22. Submittal of Final Architectural Plans, Civil Plans, Mechanical, Electrical, and Plumbing Plans, Landscape Plans, and Structural Plans to ODP. | No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005. |
| 23. Relocation of historic single-story structure at 604 S. 4 th Street from the Site by ODP. | No later than one (1) day prior to Estimated Closing Date and is projected to occur on or before July 19, 2005. |

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| <p>24. ODP will deposit with the Escrow Agent reasonable subordination agreement and other instruments and agreements requested by the Project Lender to evidence and/or perfect the subordination by ODP subject to ODP's approval of the Project Loan pursuant to Section 9(d) of the Agreement.</p> | <p>No later than one (1) day prior to Estimated Closing Date and is projected to occur on or before July 19, 2005.</p> |
| <p>25. Site Closing and Conveyance.</p> | <p>No later than five (5) days after receipt of approved Commitment, approved 100% Plans and Permits. Closing date is projected to occur on July 20, 2005 (Estimated Closing Date).</p> |
| <p>26. Site Preparation and Security. The Developer shall commence site preparation for construction, which shall include clearing and grubbing, relocation of power poles and related equipment in alley, and the securing and preparation of a staging area as needed.</p> | <p>No later than twenty (20) days after Site Closing and is projected to occur on August 9, 2005.</p> |
| <p>27. <u>Commencement of Construction. The Developer shall commence construction, which shall mean pouring concrete for the foundation of the Project, in accordance with the Agreement, particularly Section 6.</u></p> | <p>No later than twelve months (12) after the Site Closing and is projected to occur on July 20, 2006.</p> |
| <p>28. Completion of Construction: Phase One of the Project.</p> | <p>No later than eighteen months (18) after Commencement of Construction and is projected to occur on January 20, 2008.</p> |
| <p>29. Completion of Construction: Phase Two of the Project.</p> | <p>No later than thirty-two (32) calendar months following the Commencement of Construction and is projected to occur on May 20, 2009.</p> |
| <p>30. Certificate of Completion. ODP shall furnish Developer with a Certificate of Completion in accordance with Section 6(n) of the Agreement.</p> | <p>Upon receipt of a Completion Notice by ODP from Developer and ODP's determination that Developer has substantially completed the Project, as described in Section 6(n) of the Agreement.</p> |

NOTE: All construction dates and times are subject to effect of Force Majeure Delays in accordance with Section 6(d)(iii) of the Agreement.

EXHIBIT "F"
FORM OF GRANT, BARGAIN AND SALE DEED

APN: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President**

MAIL TAX STATEMENTS TO:

**CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President**

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged,

OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation (herein called "Grantor"), hereby grants, bargains, sells, conveys, transfers and assigns to CityMark Development LLC, a California limited liability company (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit "F-1", and incorporated herein by this reference, together with all improvements thereon.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in otherwise appertaining.

SUBJECT TO the easements of record and other title exceptions listed on Exhibit "F-2", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this ____ day of _____, 200_.

OFFICE DISTRICT PARKING I, INC.
A Nevada not-for-profit corporation

By: _____
Douglas A. Selby, President
"GRANTOR"

APPROVED AS TO FORM:

Date

The provisions of this Deed are hereby approved and accepted.

_____ 200_

CITYMARK DEVELOPMENT LLC
a California limited liability company

By : _____
Richard Gustafson, President

Acknowledgments

GRANTOR:

OFFICE DISTRICT PARKING I, INC.

Douglas A. Selby, President

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of Office District Parking I, Inc.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

GRANTEE:

CityMark Development LLC
a California Limited Liability Company

By: _____
Richard Gustafson, President

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of CityMark Development LLC, a California Limited Liability Company.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

EXHIBIT "F-1"
LEGAL DESCRIPTION

GRANTOR'S INITIALS _____

EXHIBIT “F-2”

SCHEDULE OF TITLE EXCEPTIONS

EXHIBIT "G"

DISCLOSURE OF PRINCIPALS

The principals and partners of CityMark Development LLC and all persons and entities holding more than 1% (one percent) interest in CityMark Development LLC Or any principal of CityMark Development LLC are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	<u>Richard Gustafson</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
2.	<u>Russell Haley</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
3.	<u>Vince Hoenigman</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

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

By: [Signature]

Its: V.P.

Subscribed and sworn to before me this
5th day of October, 2004

[Signature]
Notary Public

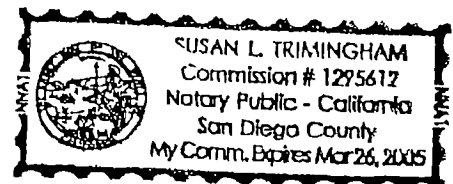


EXHIBIT "H"
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$3,196,200.00

_____ 2004
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, CITYMARK DEVELOPMENT LLC, a California limited liability company (the "Developer"), hereby promises to pay to OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") at 400 Stewart Avenue, Las Vegas, Nevada 89101 the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars (\$3,196,200.00). Simple interest shall accrue, from time to time, on the unpaid principal balance under this Promissory Note ("Note") at the annual rate of five and one-half percent (5.5%). Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as ODP or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to, and in implementation of that certain Disposition and Development Agreement by and between ODP and the Developer dated _____, 2004 (the "DDA"). The DDA is entered into to effectuate the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area. Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Repayment

Principal and all interest under this Note are due and payable on the earlier date of (i) three (3) years after the close of escrow for the Site or (ii) fifteen (15) business days after the close of escrow for the sale of the last residential unit in Phase I of the Project as both described in the DDA.

C. Transferability

This Note may be negotiated or transferred by ODP without the consent of the Developer.

D. Prepayment

The Developer shall have the right to prepay, in whole or in part, the principal amount at anytime, provided, however, that all payments shall first be applied to accrued unpaid interest and then to principal.

E. Deed of Trust and Assignment of Rents and Leases

This Note shall be secured by a Deed of Trust and Assignment of Rents and Leases (the "Deed of Trust") of even date herewith recorded against the Site which contains, among other things, provisions for partial releases.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by ODP after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of this Note or the security for it including, but not limited to, actions for declaratory relief that ODP is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that ODP is required to defend; and (4) ODP costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court. Notwithstanding the foregoing, in the event legal action is brought by either party to enforce or interpret this Note, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from ODP; or (ii) any material default by Developer under the DDA or the Deed of Trust (after the expiration of any applicable notice and cure period), including Developer's covenant to commence and proceed with the construction of the Project or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of ODP and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of ODP's option. ODP's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. ODP's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Default Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

K. Binding Effect

This Note shall be binding upon Developer, its successors and its assigns.

L. Applicable Laws

This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. Invalidity

If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

CITYMARK DEVELOPMENT LLC,
a California limited liability company

By: _____

Title: _____

EXHIBIT "I"

FORM OF DEED OF TRUST ASSIGNMENT OF RENTS

APN: _____
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101

DEED OF TRUST ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT, AND FIXTURE FILING

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9502.

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2004 by CITYMARK DEVELOPMENT LLC, a California limited liability company as trustor ("*Trustor*") whose mailing address is 701 B Street, Suite 1100, San Diego, CA 92101, to LAWYERS TITLE OF NEVADA, INC., a Nevada corporation, as trustee ("*Trustee*") whose mailing address is 1210 S. Valley View Boulevard, Suite 104, Las Vegas, Nevada, 89102 and OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation, as beneficiary and secured party ("*Beneficiary*") whose mailing address is 400 Stewart Avenue, Las Vegas NV 89101.

I. Grant in Trust and Secured Obligations

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 in such order of priority as Beneficiary may determine, Trustor hereby irrevocably and unconditionally grants, bargains, conveys, sells, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*") and Trustor shall and will warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Trustee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. Trustor agrees that any greater title to the Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

(a) The real property located in the County of Clark, State of Nevada, as more fully described in Exhibit "I-1" attached hereto and made a part hereof as if fully set forth, together with all existing and future easements and rights affording access to it (the "*Land*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "*Improvements*"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All of Trustor's right, title, and interest in and to all rents, issues, and profits of and from the Property, and in and to all leases now or hereafter existing, of all or any part of the Premises (the "*Leases*") and in and to the right to use and possess the Property, including, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future Leases, between Beneficiary, as landlord, and any and all tenants of the Property, together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans,

specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations.

(a) This Deed of Trust, and the Note secured hereby, are entered into in implementation of that certain Disposition and Development Agreement between Trustor and Beneficiary dated _____, 2004 (the "DDA"). Any capitalized terms that are not defined in this Deed of Trust shall have the same meaning as set forth in the DDA. Trustor makes the grant, bargain, conveyance, sale, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article II for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may for the benefit of itself choose:

(i) Payment and performance of all obligations of Trustor under that certain Promissory Note dated _____, 2005 in the principal amount of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars (\$3,196,200.00) payable to the order of Beneficiary (the "*Note*").

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(iii) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

II. Grant of Security Interest

2.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Nevada Uniform Commercial Code, covering all such Property.

2.2 Financing Statements. Trustor authorizes Beneficiary to file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

III. Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

IV. Rights and Duties of the Parties

4.1 Covenants, Representations and Warranties. Trustor agrees, represents, and warrants as follows:

(a) Trustor covenants to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust insured against loss by any peril, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to

Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to a collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(c) Trustor covenants to appear in and defend any action or proceeding purporting to affect the Property or any part thereof, or the title thereto, or any adverse claim for or against the Property or any part thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(d) Trustor covenants to pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall have the right to contest in good faith the validity or the amount of any tax or assessment levied against the Property by such proceedings as may be appropriate in the jurisdiction in which such Property lies and may defer payment of such obligations, pay same under protest, or take such other steps as Trustor may deem appropriate; provided, however, Trustor shall (i) not permit or allow the institution of any foreclosure proceedings or similar action against the Property, (ii) diligently pursue such contest and during the pendency of any such contest, Trustor shall furnish to Beneficiary a bond in such amount and in form and substance reasonably satisfactory to Beneficiary, indemnifying against liens with security reasonably acceptable to Beneficiary, (iii) maintain sufficient reserves to pay such taxes when the validity is finally decided by the appropriate court and (iv) immediately pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest, and penalties thereon.

(e) Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or things, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the rate set forth in the Note shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

(f) Trustor shall insure the Property as required by this Deed of Trust. The amount collected under any insurance policy shall be paid to Beneficiary and credited as follows: first, to accrued interest due under the Note; next to expenditures hereunder; and any

remainder upon the principal due under the Note; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release. Trustor further agrees that any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of insurance. Notwithstanding the foregoing, if, in any instance, (a) the beneficiary of a Project Loan to which this Deed of Trust has been subordinated as provided in Section 4.1(h) below (a "Prior Beneficiary") permits or requires the use of such insurance proceeds or condemnation award or damages (the "Net Claims Proceeds") to pay costs of repairing or reconstructing the Property; or (b) each and all of the following conditions are satisfied in Beneficiary's reasonable judgment:

(i) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(ii) The Net Claims Proceeds shall be sufficient in Beneficiary's reasonable determination to pay for the total cost of repair or reconstruction; or Trustor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iii) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(iv) No Event of Default shall have occurred and be continuing under this Deed of Trust; and

(v) Then, in either event, Beneficiary shall permit Trustor to use the Net Claims Proceeds to pay costs of repairing or reconstructing the Property either (x) in accordance with the requirements or provisions of the Prior Beneficiary's lien or deed of trust or (y), as follows: Beneficiary shall hold the Net Claims Proceeds, and any funds which Trustor is required to provide, in an interest-bearing account and shall disburse them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Trustor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently than Beneficiary approves in its reasonable discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, reasonably acceptable to Beneficiary, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as reasonably determined by Beneficiary.

(g) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(h) Except as provided below in this paragraph (h), Trustor hereby agrees that Trustor shall not: (i) transfer, sell, assign, encumber (including, without limitation, any mortgage or deed of trust subordinate to the lien of this Deed of Trust) or otherwise convey all or any part of Trustor's interest in the Property, or (ii) permit or suffer the filing of any mechanic's, materialman's or other liens against the Property or any part thereof without either discharging the same within fifteen (15) days after the same shall have been filed or providing to Beneficiary with a bond in amounts and form reasonably satisfactory to Beneficiary covering the amount of such lien. Trustor agrees that any transfer: (x) to any entity of more than 49% of the membership interests in Trustor, or (y) of stock not in a publicly held corporation or not for the beneficial interest in any publicly held partnership or real estate investment trust; and (z) not as a result of the exercise by any lender of its security or other interests in the ownership of Trustor shall be a violation of this paragraph (h).

This Deed of Trust shall be subordinate, and Beneficiary will, at the reasonable request of Trustor from time to time, subordinate the rights of Beneficiary under this Deed of Trust to the rights of a lender (the "Project Lender") under one or more construction loans and any refinancing or subsequent permanent loan (as applicable, a "Project Loan") for the development of the Property. Beneficiary hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the applicable Project Lender may from time to time request to evidence and/or perfect the subordination by Beneficiary of its right under this Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. Beneficiary's obligation to execute and deliver such reasonable subordination agreement is on the conditions that (i) Trustor has provided Beneficiary with satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I of the Project; (ii) Trustor has provided Beneficiary with reasonable evidence of the applicable Project Loan which shall contain, at a minimum, the following information: (a) total amount being financed; (b) the term and maturity date, including conditions causing any acceleration; (c) repayment terms, including an amortization schedule if interest rate varies over term; (d) collateral and security; (e) debt requirements, including loan-to-cost or loan-to-value; (f) pre-sales requirement for residential units in Phase I of the Project and (g) any other conditions precedent for Trustor to close on the Project Loan. Beneficiary agrees to review and

approve the Commitment in the time frame specified in the Schedule of Performance (or, if applicable, within ten (10) business days after a written request from Trustor accompanied by the requisite information) provided that no Event of Default then exists and is determined to be financing reasonably acceptable to Beneficiary; and, (iii) Trustor has provided to Beneficiary the executed Personal Guarantees required by the DDA.

(i) If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the use or occupancy of the Property, Trustor will immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(j) The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

(k) Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials on or in the Land in violation of any Environmental Laws. Trustor shall not do, nor allow anyone else to do, anything affecting the Land that is in violation of any Environmental Laws. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Land and any Hazardous Materials or Environmental Laws of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that the removal or other remediation of any Hazardous Materials affecting the Land is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Laws. For purposes of this Deed of Trust, "*Hazardous Materials*" shall mean any substance, water or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. For purposes of

this Deed of Trust, the term "*Environmental Laws*" means federal laws and laws of the jurisdiction where the Land is located that relate to health, safety or environmental protection.

(l) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Materials in or around any part of the Land, or in the soil or groundwater under the Land, including expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any resulting damages or injuries to the person or property of any third parties or to any natural resources but excluding any such liabilities and claims arising from the acts of Beneficiary or of its agents.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project.

4.2 Reconveyance. When the Note and all of the other Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under Section 4.3, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

4.3 Partial Release and Reconveyance. Notwithstanding anything to the contrary contained in this Deed of Trust or the DDA, Beneficiary, by acceptance of this Deed of Trust, covenants and agrees as follows:

(a) Final Maps. Beneficiary, by acceptance of this Deed of Trust, covenants and agrees to execute, deliver and acknowledge, without the payment of any consideration, within ten (10) business days after Trustor's written request therefor, accompanied by reasonable supporting documentation, any and all subdivision maps (as defined in NRS Chapter 278) or "plats" (as defined in NRS Chapter 116) necessary in connection with the Project (as applicable, a "Final Map"), including, without limitation, any and all necessary applications for such Final Maps. Beneficiary acknowledges and agrees that its execution of any such Final Map may result in a dedication of a portion of the Property.

(b) Release of Units. As used herein, the term "Unit" refers to a residential condominium unit or a commercial unit or any other "unit" (as the term is defined in NRS

Chapter 116) within the Property, as set forth on a recorded Final Map and includes, without limitation, all related common areas and/or common elements (as defined in NRS Chapter 116) appurtenant thereto. Upon the closing of each bona fide sale of a Unit, Beneficiary shall release and reconvey the portion of its lien and security interest in the Property under this Deed of Trust applicable to such Unit, without the payment of any consideration. Beneficiary's reconveyance of this Deed of Trust as to any such Unit shall occur no later than upon close of the purchase escrow for such Unit.

(c) Easements. In addition to any dedications set forth on a Final Map, Trustor shall be entitled to obtain, without the payment of any consideration, the reconveyance and release from the lien and security interest of this Deed of Trust, reasonable portions of the Land and Improvements intended to be dedicated (or an easement is to be granted) to a governmental or quasi-governmental authority or utility company or deeded (or an easement is to be granted) to any association (as that term is defined in NRS Chapter 116) or any other non-profit corporation whose members consist of the owners of some or all of the owners of the Units (as applicable a "Project Association") for maintenance and for which no monetary consideration will be received by Trustor (the "Dedications"), if the Dedications are a condition to any governmental approval necessary for the development or construction of the Project or are otherwise reasonably required in connection with the Project (including, without limitation, the approval of any Final Map). Such reconveyance shall be as and when directed by Trustor, provided, that the reconveyance shall occur in such manner (e.g., by conveyance to the applicable governmental entity or utility company or Project Association, or conveyance to Trustor or its designee with use appropriately restricted) as to assure use thereof for the required purpose. Additionally, if reasonably requested by Trustor, if and to the extent required as a condition to any governmental approval necessary for the development or construction of the Project or otherwise reasonably required in connection with the Project, Trustee, with Beneficiary's consent, which consent shall not be unreasonably withheld or delayed, shall consent to reasonable and customary public utility, cable television or similar easements (the "New Easements") granted by Trustor over and across the Land (or reconvey from the lien of this Deed of Trust) without the requirement of payment of any monetary consideration therefor. Beneficiary shall release such New Easements from the lien of the Deed of Trust without monetary consideration if Beneficiary is reasonably satisfied that the conditions applicable to such release have been satisfied.

(d) Limitations. As conditions to Beneficiary's obligation to deliver any release or reconveyance under this Section, Trustor shall deliver to Beneficiary a written request ("Request") for the reconveyance at least ten (10) business days prior to such proposed release or reconveyance. Following any such release or reconveyance, this Deed of Trust shall remain a valid lien on all portions of the Property other than the released or reconveyed parcel (collectively, the "Remaining Property"), and the priority of this Deed of Trust on the Remaining Property shall not be affected by any such release and/or reconveyance.

(e) Remedies. In the event Beneficiary fails, following written notice, to timely effect release or reconveyance required by this Section, Trustor shall be entitled to such remedies as may be available at law or equity, including, without limitation, specific enforcement of this provision, as Beneficiary and Trustor each acknowledge that damages would not be an adequate remedy.

4.4 Compensation. Trustor agrees to pay reasonable fees as may be charged by Beneficiary or Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all reasonable costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee.

V. Default and Remedies.

5.1 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default*;" any one singly, an "*Event of Default*");

(a) Trustor fails to perform any obligation to pay money which arises under this the Secured Obligations, including, without limitation, the Note or this Deed of Trust, and does not cure that failure within fifteen (15) days after written notice from Beneficiary or Trustee; or

(b) Trustor is in default of Section 4.1(a); or

(c) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money and other than a default of Section 4.1(a), and does not cure that failure within thirty (30) days ("*Initial Cure Period*") after written notice from Beneficiary or Trustee. So long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, in its sole judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period then the Initial Cure Period may be extended by a period not to exceed ninety (90) days;

(d) A default occurs under any of the Secured Obligations, including without limitation, any payments due under the Note.

5.2 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below or otherwise available at law or equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

5.3 Beneficiary's Power of Enforcement

(a) Time is of the essence hereof. Upon the occurrence of an Event of Default, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written declaration of default and demand for sale and of written Notice of Breach and Election to Sell (this term is interchangeable with Notice of Default and Election to Sell) to cause the Property to be sold to satisfy the obligations hereof, which Notice the Trustee shall cause to be filed for record. Beneficiary may also deposit with the Trustor the Guarantee and all documents evidencing expenditures secured hereby.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of: (1) all sums expended under the terms hereof, not then repaid; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

(c) If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession, and without regard to whether or not the Secured Obligations and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (A) to enforce payment of the Guarantee or the performance of any other term hereof; (B) to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trusts on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; and (C) pursue any other remedy available to it at law or in equity.

5.4 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Trustor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Property or the final and absolute transfer of possession of the Property, immediately after such sale, to the purchasers thereof. Trustor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

5.5 Receiver. If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents, enforce any lease provisions and other benefits thereof and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice of hearing, such notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Property and to collect all rents, enforce any lease provisions and other benefits thereof whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such rents and other benefits actually received by Beneficiary. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, and instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to Beneficiary.

5.6 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be otherwise prejudicial to Beneficiary's interest.

5.7 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire Secured Obligation due and payable by Trustor under the Guarantee, this Deed of Trust, and any other instrument or document securing the Guarantee, or otherwise heretofore or hereafter executed in connection with the Secured Obligation hereunder, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

VI. Miscellaneous Provisions

6.1 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.2 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.3 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

6.5 Statute of Limitations. To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

6.6 Substitution of Trustee. Beneficiary, or any successor in ownership of any Secured Obligation hereby may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

6.7 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.8 Time of Essence. Time is of the essence of this Deed of Trust.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as Debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as Secured Party under the Uniform Commercial Code.

Addresses Where Notices to
Trustor Are to be Sent:

CITYMARK DEVELOPMENT LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President

Address Where
Notices to Beneficiary Are to be Sent:

Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Douglas A. Selby, President

6.11 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (fifteen percent (15%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

6.12 Interpretation

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "*include(s)*" means "*include(s), without limitation,*" and the word "*including*" means "*including, but not limited to.*"

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing the day and year first above written.

TRUSTOR:

CITYMARK DEVELOPMENT LLC
a California limited liability company

By: _____
Richard Gustafson

Its: _____
President

STATE OF _____)
) :SS
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____.

(Seal, if any)

(Signature of Notarial Officer)
(My Commission Expires _____)

EXHIBIT I-1

LEGAL DESCRIPTION

EXHIBIT "J"

FORM OF DECLARATION OF DEVELOPMENT COVENANTS

APN # _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101

Escrow # _____

(Space above line for Recorder's use only)

DECLARATION OF
DEVELOPMENT COVENANTS AND RESTRICTIONS

THIS DECLARATION OF DEVELOPMENT COVENANTS AND RESTRICTIONS ("Development Declaration") dated, for purposes of reference only, as of the ____ day of _____, 200__, is entered into between OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") and CITYMARK DEVELOPMENT LLC, a California limited liability company ("Developer"), with reference to the following facts and objectives:

RECITALS:

A. Pursuant to that certain Disposition and Development Agreement dated as of _____, 2004 between ODP and Developer (together with any amendments thereto, the "DDA"), ODP, of even date herewith, is conveying to Developer the real property described on Attachment A attached hereto (the "Covered Property"). Terms used herein which are not defined herein have the meaning given those terms in the DDA.

B. Under the DDA, Developer agreed to construct an urban density residential loft and mixed use retail/commercial project (the "Project") on the Covered Property, in conformance with the Plans and Drawings and Drawings to be prepared by Developer and approved by ODP in accordance with the DDA.

C. In order to assure that the Covered Property and the Project are developed in accordance with the DDA, ODP requires, as a condition to its conveyance to Developer of the Covered Property, that Developer execute and acknowledge this Development Declaration.

D. Developer desires to subject the Covered Property to this Development Declaration setting forth certain obligations owing to ODP by Developer concerning the activities of Developer on and in connection with the Covered Property.

DECLARATION:

NOW, THEREFORE, Developer hereby covenants, agrees, and declares that all of its interest, as the same may from time to time appear, in the Covered Property shall be held and conveyed subject to the following covenants and restrictions, which shall run with the Covered Property or any portion thereof until released as provided herein and shall be binding upon all parties having or acquiring any right, title or interest in or to the Covered Property or any portion thereof and which are hereby declared to be for the benefit of ODP and its successors and assigns, as follows:

1. Development and Construction of the Project. The Covered Property shall be used for the sole purpose of constructing an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project of approximately 460,000 total gross square feet. The Project will include approximately 330 residential loft units (each, a "Residential Unit"), 27,000 square feet of live/work shopkeeper units and 9,000 square feet of conventional retail space at street level on the corners of 3rd St. and Bonneville Ave., as well as, 4th St. and Bonneville Ave. The Project will have approximately 6 buildings varying from 7 to 14 stories in height and a structured parking garage, with approximately 530 parking spaces, integrated as part of the residential and/or commercial structures, all as set forth in the DDA. As used herein, the term "Unit" refers to a Residential Unit or a commercial unit or any other "unit" (as the term is defined in NRS Chapter 116) within the Covered Property, as set forth on a recorded subdivision map (as defined in NRS Chapter 278) or "plat" (as defined in NRS Chapter 116), and includes, without limitation all related common areas or common elements (as defined in NRS Chapter 116) appurtenant thereto.

2. Condition of Property. Developer and its representatives have been afforded the opportunity to make such inspections of the Covered Property and matters related thereto as Developer and its representatives desired, including, without limitation, governmental laws and regulations to which the Covered Property is subject, and Developer accepts the Covered Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Developer acknowledges and agrees that the Covered Property is sold and conveyed to and accepted by Developer in an "as-is" condition with all faults, except as otherwise provided in the DDA or herein. Except as provided in the DDA, ODP makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Covered Property. In particular, but without limitation, except as provided in the DDA, ODP makes no representations or warranties with respect to the use, condition, title, occupation or management of the Covered Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Developer acknowledges that it has accepted the conveyance of the Covered Property on the basis of Developer's own investigation of the physical and environmental conditions of the Covered Property, including the subsurface conditions, and Developer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3. Release. Developer, for itself, its successors and assigns, and for each and every subsequent owner or tenant of any portion of the Covered Property (collectively, the "Releasing

Parties"), hereby waives, releases, remises, acquits and forever discharges ODP, its affiliates (including the City of Las Vegas, a political subdivision of the State of Nevada), their employees, agents, officers, successors and assigns (individually a "Released Party" and collectively, the "Released Parties"), of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any other Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with any contamination or environmental condition of the Covered Property, or any other physical or environmental condition of the Covered Property, or the violation of any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, arising out of or in connection with any physical or environmental condition of the Covered Property, provided, however, that the foregoing release shall not extend to any Released Party to the extent any such claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation arise out of or are in connection with the acts or omissions of such Released Party.

4. Release and Termination.

4.1 Units. Each Unit within the Project shall be automatically released from the encumbrance of this Development Declaration without the necessity of executing or recording any instrument of release upon the bona fide sale of the Unit by Developer to a member of the home-buying public or unaffiliated purchaser/investor.

4.2 Dedication to Public Agency or Public Utility. Any portion of the Covered Property, upon dedication or conveyance to, and acceptance by, a public entity or public utility in accordance with the Plans and Drawings, shall be deemed automatically released from the encumbrance of this Development Declaration, without the necessity of executing or recording any instrument of release.

4.3 Transfer to Association. Any portion of the Covered Property, upon transfer to and acceptance by an association (as defined in NRS Chapter 116) or any other non-profit owners association, the members of whom are the owners of one or more Units, shall be deemed automatically released from the encumbrance of this Development Declaration, without the necessity of executing or recording any instrument of release.

4.4 Acquisition of Covered Property by ODP. Upon the acquisition of all or portions of the Covered Property by ODP by and through any operation of law or instrument of transfer, ODP shall have the right in its sole discretion to terminate this Development Declaration, and release portions or all of the Covered Property from the covenants and restrictions of this Development Declaration, in which event the covenants and restrictions shall be forever terminated and extinguished.

4.5 Right of Release. ODP shall also have the right to release from time to time and at any time, all or any portion of the Covered Property from this Development Declaration for any reason, and the foregoing provisions of this Section 4 shall not be deemed to limit such right in any manner whatsoever.

4.6 Instrument. Following the release of any portion of the Covered Property from the encumbrance hereof, ODP shall, if requested by the Developer of such portion of the Covered Property, execute and cause to be recorded an instrument evidencing such release. Such instrument shall not be necessary, however, to evidence the automatic release of this Development Declaration as to portions of the Covered Property pursuant to Sections 4.1, 4.2 and 4.3 above.

5. Amendments. This Development Declaration may only be amended by a writing executed by ODP and the record owner of the Covered Property, and recorded against the Covered Property. For purposes of this Section 5 only, "Covered Property" shall not include any parcel or portion of the Covered Property that has been released from the encumbrance of this Development Declaration pursuant to Section 4 above.

6. Miscellaneous.

6.1 Captions. The captions used herein are for convenience only and are not a part of this Development Declaration and do not in any way limit or amplify the terms and provisions hereof.

6.2 Interpretation; Government Law. This Development Declaration shall be construed as if prepared by both parties hereto. Each party acknowledges that it has had full benefit of legal counsel in the preparation and negotiation of this Development Declaration. This Development Declaration shall be governed by and construed under the laws of the State of Nevada.

6.3 Attorneys' Fees. In the event any action, arbitration or other proceeding shall be instituted in connection with this Development Declaration, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, arbitration or other proceeding, including reasonable attorneys' fees as fixed by the court therein.

6.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Development Declaration shall become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Development Declaration shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

6.5 Gender and Number. In this Development Declaration (unless the context requires otherwise), the masculine, feminine, and neuter genders and the singular and plural include one another.

6.6 Covenants to Run With the Land; Term. The covenants, restrictions, and reservations of this Development Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by ODP and its successors and assigns for a term of five (5) years from the date of this Development Declaration, unless terminated earlier in accordance with Section 4 above.

6.7 Notices. All notices or other communications between ODP and Developer required or permitted hereunder shall be given in accordance with the notice provisions of the DDA.

6.8 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all bona fide mortgages and deeds of trust now or hereafter executed upon the Covered Property or any portion thereof, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if all or a portion of the Covered Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, including, without limitation, the mortgagee or beneficiary of a deed of trust and the successors and assigns of such purchaser, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Development Declaration. The foregoing provision shall also apply to a deed in lieu of foreclosure and to the transferee of the lender after such deed in lieu.

IN WITNESS WHEREOF, Developer and ODP have executed this instrument on the day and year first above written.

CITYMARK DEVELOPMENT LLC, a California limited liability company

By: _____
Name: _____
Title: _____

OFFICE DISTRICT PARKING I, INC., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2004 by _____ as _____ of CITYMARK DEVELOPMENT LLC, a California limited liability company.

(Signature of notarial officer)

(My commission expires: _____)

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on this ____ day of _____, 2004 by _____ as _____ of OFFICE DISTRICT PARKING I, INC., a Nevada non-profit corporation.

(Signature of notarial officer)

(My commission expires: _____)

ATTACHMENT A

COVERED PROPERTY

[Insert legal description of Covered Property]

EXHIBIT "K"

FORM OF PERSONAL GUARANTEE

PERSONAL GUARANTEE

This Personal Guarantee is made effective as of the _____ day of _____, 200____, by Richard Gustafson, Russell Haley and Vince Hoenigman (collectively, the "Guarantor"), in favor of OFFICE DISTRICT PARKING I, INC. ("ODP"), and its successors and assigns.

A. CityMark Development LLC (the "Developer") has promised to pay ODP the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars (\$3,196,200.00) (the "Loan") for the purpose of purchasing a certain real property located in Clark County, Nevada (the "Real Property"), and more specifically described in the Disposition and Development Agreement dated _____, 2004, (the "Disposition and Development Agreement") between ODP and Developer.

B. The above principal sum will be evidenced by a Promissory Note (the "Note") secured by a deed of trust ("Deed of Trust") pursuant to the Disposition and Development Agreement. The Note, Deed of Trust, this Guarantee, and any other instrument or document executed and delivered to, or for the benefit of ODP in connection with the Loan are hereinafter referred to collectively as the "Loan Documents."

C. The Note shall result in a substantial benefit to Guarantor.

D. ODP has made or agreed to accept the Note upon the inducement and representation that Guarantor would guarantee Developer's obligations to ODP under the Loan Documents and/or arising in connection with the Note, as provided herein.

NOW THEREFORE, in consideration of and in order to induce ODP to accept the Note, Guarantor hereby agrees for the benefit of ODP, its successors, and assigns, as follows:

AGREEMENT

1. Indebtedness Guaranteed. Guarantor hereby unconditionally guarantees the payment, when due, of the indebtedness of the Developer to ODP or its order evidenced by the Note or any other Loan Document and to perform any and all obligations of Developer under the terms of any Loan Document. Guarantor acknowledges that, as a result of interest and costs of collection, the amount of the indebtedness guaranteed may exceed the principal amount of the Note.

2. Representations and Warranties. Each Guarantor hereby represents and warrants that such Guarantor has a financial interest in the Developer, that the Note accepted by ODP and by the Developer enhances that financial interest, that this Guarantee is given in consideration of ODP accepting the Note by the Developer, and that such Guarantor has examined or has had the full opportunity to examine each of the Loan Documents.

3. **Alteration of Obligations.** In such manner, upon such terms and at such times as ODP and Developer deem best, but upon notice to Guarantor, ODP and Developer may alter, compromise, accelerate, extend, renew or change the time or manner for the payment of any indebtedness or the performance of any obligation hereby guaranteed, increase or reduce the rate of interest on the Note, release Developer, by acceptance of any deed in lieu of foreclosure or otherwise, as to all or any of the portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors or endorsers, accept additional or substituted security therefore, or release or subordinate any security furnished by Guarantor or give Guarantor any recourse against ODP. To the extent permitted by law, if ODP has exculpated Developer from personal liability in whole or in part and/or agreed to look solely to the Real Property covered by the Deed of Trust for the satisfaction of Developer's obligations of Guarantor hereunder, since Guarantor acknowledges that its obligations hereunder are independent of the obligations of Developer and are to be construed as if no such exculpation or agreement had been given to Developer by ODP.

Guarantor further acknowledges that if any such exculpation or agreement has been given to Developer, ODP has done so in reliance upon the covenants of Guarantor contained herein.

4. **Waiver.** To the extent permitted by law, Guarantor hereby waives and relinquishes all rights and remedies afforded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, without limitation, (i) any right provided by NRS 40.430 or any other statute or decision, to require ODP to proceed against Developer or any other person or to proceed against or exhaust any security held by ODP at any time or to pursue any other remedy in ODP's power before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness or the performance of any obligation hereby guaranteed; (iii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of ODP to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any person or persons; (iv) demand, protest and notice of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Developer, ODP, any endorser or creditor of Developer or Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by ODP as collateral or in connection with any indebtedness hereby guaranteed; (v) all rights and defenses arising out of an election or remedies by ODP, even though election of remedies such as nonjudicial foreclosure with respect to security of any reimbursement against the principal by operation of applicable law; (vi) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (vii) any duty on the part of ODP to disclose to Guarantor any facts ODP may now or hereafter know about Developer, regardless of whether ODP has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reasons to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Developer and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed; (viii) any defense arising because of the ODP's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111 (b)(2) of the Federal Bankruptcy Code; (ix) any defense based on borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code and

(x) any claim, right or remedy which any Guarantor may now have or hereafter acquire against Developer that arises hereunder and/or from the performance by any Guarantor hereunder, including, without limitation, any claim, right or remedy of ODP against Developer or any security which ODP now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

5. Subordination. To the extent permitted by law and effective upon a default or breach under the Note, all existing and future indebtedness of Developer to Guarantor and the right of Guarantor to withdraw any capital invested by Guarantor in Developer is hereby subordinated to all indebtedness hereby guaranteed, and without the prior written consent of ODP, such subordinated indebtedness or capital shall not be paid or withdrawn in whole or in part nor will Guarantor accept any payment of, or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect. At ODP's request following a default or breach under the Note, Guarantor shall cause Developer to pay to ODP all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Each such payment by Developer in violation of this Guarantee shall be received by Guarantor in trust for ODP, and Guarantor shall cause the same to be paid to ODP immediately upon demand by ODP on account of the indebtedness to ODP guaranteed hereunder. No such payment shall reduce or affect in any manner the liability of Guarantor under this Guarantee.

6. Bankruptcy. So long as any indebtedness shall be owing to ODP, Guarantor shall not, without the prior written consent of ODP, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Developer, or by any defense which Developer may have by reason of any order, decree or decision or any court or administrative body resulting from any such proceeding.

7. Claims in Bankruptcy. At ODP's request following a default or breach under the Note, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Developer relating to any indebtedness of Developer to Guarantor and will assign ODP all rights of Guarantor thereunder. If Guarantor does not file any such claim, ODP, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor, or, at ODP's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of the ODP's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. ODP or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to ODP the amount payable on such claim, and to the full extent necessary for that purpose, Guarantor hereby assigns to ODP all of Guarantor's rights to any such payments or distributions to which Guarantor would be otherwise entitled; provided, however, that Guarantor's obligations hereunder shall not be deemed satisfied except to the extent that ODP receives cash by reason of any such payment or distribution. If ODP receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guarantee. If at any time the holder of the Note is required to refund to Developer any payments made by Developer under the Note because such payments have been held by a bankruptcy court having jurisdiction over Developer to constitute a preference under any bankruptcy, insolvency or similar law then in effect, or for

any other reason, then in addition to Guarantor's other obligation under this Guarantee, Guarantor shall reimburse the holder in the aggregate amount of such refund payments.

8. **Interest and Costs.** If Developer and Guarantor fails to pay all or any portion of the indebtedness hereby guaranteed upon demand by ODP, the amount of such indebtedness shall thereafter bear interest at the rate then applicable under the Note. Guarantor shall also pay ODP's reasonable attorneys' fees and all costs and other expenses which ODP expends or incurs in collecting or compromising any such indebtedness or in enforcing this Guarantee against Guarantor, whether or not suit is filed, including, without limitation, all such fees, costs and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by ODP of its rights and remedies hereunder.

9. **Cumulative Rights.** The amount of Guarantor's liability and all rights, powers and remedies of ODP hereunder and under any other agreement now or at any time hereafter in force between ODP and Guarantor, including, without limitation, any other guarantee executed by Guarantor relating to any indebtedness of Developer to ODP, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to ODP by law. This Guarantee is in addition to and exclusive of the guarantee of any other guarantor of any indebtedness of Developer to ODP.

10. **Independent Obligations.** The obligations of Guarantor hereunder are independent of the obligations of Developer and, to the extent permitted by law, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Developer is joined therein or a separate action or actions are brought against Developer. ODP may maintain successive actions for other defaults. ODP's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. **Severability.** Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions hereof shall nevertheless remain in full force and effect.

12. **Successors and Assigns.** This Guarantee shall inure to the benefit of ODP, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guarantee may be assigned by ODP with respect to all or any portion of the indebtedness hereby guaranteed, and when so assigned, Guarantor shall be liable to the assignees under this Guarantee without in any manner affecting the liability of Guarantor hereunder with respect to any indebtedness retained by ODP.

13. **Notices.** Whenever Guarantor or ODP shall desire to give or serve any notice, demand, request or other communication with respect to this Guarantee, each such notice shall be in writing and shall be effective only if the same is delivered by personal service, by telefax or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To ODP: Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, NV 89101
Attention: Douglas A. Selby, President

To Guarantor: CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attention: Richard Gustafson, President

Any such notice delivered personally shall be deemed to have been received upon delivery. Any such notice sent by telefax shall be presumed to have been received by the addressee when sent, if sent during normal business hours, otherwise the next business day; any such notice sent by nationally recognized overnight courier shall have presumed to have been received by the addressee one (1) business day after its acceptance for sending by an authorized carrier thereof. Any such notice sent by mail shall be presumed to have been received by the addressee three (3) business days after posting in the United States mail. Any party to whom any such notice is to be sent hereunder may change its address by giving the other such parties written notice of its new address as herein provided.

14. Application of Payments or Recoveries. With or without notice to Guarantor, ODP, in ODP's sole discretion and at any time and from time to time and in such manner and upon such terms as ODP deems fit, may (i) apply any or all payments or recoveries from Developer or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as ODP may determine, to any indebtedness of Developer to ODP, whether or not such indebtedness is guaranteed hereby or is otherwise secured or is due at the time of such application and (ii) refund to Developer any payment received by ODP upon any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby.

15. Financial Statements. Guarantor hereby represents and warrants that the most recent financial statements of Developer heretofore delivered to ODP are true and correct in all material respects, have been prepared in accordance with Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consistently applied and fairly present the financial condition of Developer as of the respective dates thereof and for the period(s) covered thereby, and no material adverse change has occurred in the financial condition or prospects of Developer since the respective dates thereof.

16. Rights and Remedies. Guarantor understands that the exercise by ODP of certain rights and remedies contained in the Deed of Trust may affect or eliminate Guarantor's right of subrogation against Developer and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, to the extent permitted by law, Guarantor hereby authorizes and empowers ODP, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which then may be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

17. Setoff. ODP shall have a right of setoff against all monies, securities and other property of Guarantor now or hereafter in the possession of, or on deposit with, ODP, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff ODP may have by law. All rights of setoff may be exercised without notice or demand to Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of ODP, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by ODP.

18. Miscellaneous.

a. This Guarantee shall be governed by and construed in accordance with the laws of the State of Nevada. Guarantor hereby consents to the jurisdiction of any competent court within the State of Nevada and consents to service of process by any means authorized by Nevada law in any action brought under or arising out of this Guarantee.

b. Except as provided in any other written agreement now or at any time hereafter in force between ODP and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with ODP with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon ODP unless expressed herein.

c. The obligations of all persons signing this Guarantee as Guarantor shall be joint and several.

d. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

e. No provision of this Guarantee or right granted to ODP hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of ODP.

f. Until all indebtedness of Developer to ODP has been paid in full, Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which ODP now has or may hereafter have against Developer and any benefit of, and any right to participate in, any security now or hereafter held by ODP.

g. ODP need not inquire into the power of Developer or the authority or its partners, officers or agents acting or purporting to act on its behalf.

h. The headings of this Guarantee are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

Executed as of the date first above written.

Richard Gustafson, "Guarantor"

Russell Haley, "Guarantor"

Vince Hoenigman, "Guarantor"

EXHIBIT "L"

FORM OF CERTIFICATE OF COMPLETION

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President**

CERTIFICATE OF COMPLETION

WHEREAS, pursuant to the Disposition and Development Agreement (DDA) dated _____, 2004, Office District Parking I, Inc., a Nevada not-for-profit corporation (ODP), conveyed to CityMark Development LLC, a California limited liability company (the "Developer"), certain real property for the development of an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project in the City of Las Vegas, Nevada, described on Attachment "A", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said DDA, ODP shall furnish the Developer with a Certificate of Completion upon substantial completion of all construction and development upon the Site, required of Developer under the DDA, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the DDA; and

WHEREAS, ODP remains the owner and holder of the "ODP" interests under the DDA and has not previously assigned, encumbered, hypothecated or otherwise transferred its interest under the DDA.

Now, therefore:

1. The Developer hereby certifies to ODP that all construction on the Site has been completed in compliance with the DDA, including without limitation, the issuance of a certificate of occupancy for the core and shell of the project.
2. ODP agrees and does hereby certify that the construction and development on the Site have been fully and satisfactorily performed and completed as required by the DDA.
3. This certificate shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, and may be relied upon by any person hereafter acquiring any right, title or interest in or to the Site as conclusive.

IN WITNESS WHEREOF, ODP has executed this Certificate this _____ day of _____, 200__.

Office District Parking I, Inc.

By: _____

Its: _____

“ODP”

ATTEST:

By: _____

Its: _____

APPROVED AS TO FORM:

CITYMARK DEVELOPMENT LLC, a California
limited liability company

By: _____

Its: _____

“Developer”

Acknowledgments

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of _____ Office District Parking I, Inc.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of _____ CityMark Development LLC, a California Limited Liability Company.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

Attachment “A”
SITE DEPICTION

FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of CityMark Development LLC and all persons and entities holding more than 1% (one percent) interest in CityMark Development LLC Or any principal of CityMark Development LLC are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Richard Gustafson</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
2. <u>Russell Haley</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
3. <u>Vince Hoenigman</u>	<u>701 B Street, Ste. 1100 San Diego</u>	<u>619-231-1161</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

By: _____

Its: V.P.

Subscribed and sworn to before me this
5th day of October, 2004

Susan L. Trimmingham
Notary Public





Site Map



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City of Las Vegas (CLV) purchased the APNs in 1997 in conjunction with the development of Durango Hills Golf Course. CLV wishes to sell the APNs consisting of approximately 4.58 acres and has marketed the APNs for sale since February 2004. IED submitted a Letter of Intent for consideration on July 21, 2004. IED is interested in developing an office park that would be complementary to the surrounding area. CLV would like to continue the negotiation process in hopes of bringing back a Purchase and Sales Agreement for consideration.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. July 21, 2004, Letter of Intent
2. Site Map
3. Schematic Design Site Plan

MOTION:

COUNCILMAN WOLFSON recommended Item 2 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 Management Division, explained this is to pursue negotiations with Investment Equity on five acres of property at Cheyenne and Durango and recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the public hearing closed.

(3:05 - 3:06)

1-65



INVESTMENT EQUITY BUILDERS

July 21, 2004

Cynthia Inman
Priority One Commercial

Re: Approximately 4.58 acres, Parcels 138-08-801-006/007

Dear Cynthia:

This Letter of Intent (LOI) shall serve as an outline of the basic business terms and conditions upon which Investment Equity Development and/or their assignees ("Buyer") will buy the Property from the City of Las Vegas ("Seller"). The terms and conditions of this Letter of Intent are not binding on either parties. However, if the following terms and conditions are acceptable, the Seller will proceed drafting a Purchase and Sale Agreement that will include the numerous business and legal issues not contemplated herein.

Property: Approximately 4.58 acres, APN: 138-08-801-006/007.

Purchase Price: The Purchase Price shall be \$2,800,000.00 (Two Million Eight Hundred Thousand Dollars) for 4.58 acres.

Earnest Deposit: Within three (3) business days after a fully executed Purchase and Sales Agreement, Buyer will deposit the amount of Twenty Five Thousand Dollars and no/100 Dollars (\$25,000.00) into an escrow account to be held at United Title of Las Vegas, Michelle Robbins as escrow officer ("Escrow Agent"), at which point escrow shall be deemed to have been opened. The deposit shall be fully refundable to Buyer until expiration of the Due Diligence Period, except in the event of default of Seller.

Contingencies Period: the Purchase and Sale Agreement will contain certain contingencies to closing including, but not limited to, the following: Buyer shall have One Hundred Twenty (120) days calendar days to conduct its due diligence examination of the property, approval by City, and City Counsel, (Buyer's) architectural drawings, and any zoning changes of the property which is the ("Due Diligence Period"). This Due Diligence Period shall commence upon opening of escrow. If Buyer does not approve of the Property and is not approved by City or City Counsel, then escrow shall be automatically terminated and Buyer's deposit shall promptly be returned by the Title Company.

Buyer will deposit an additional Seventy Five Thousand Dollars & no/100 (\$75,000.00) after final approval for zoning. Said deposit will be applicable towards the Purchase Price and non-refundable.

Close of Escrow: Escrow shall close sixty (60) days after zoning changes. The purchase shall be all cash at close of Escrow.

Costs & Expenses: Seller shall pay half of the usual escrow fees and any documentary transfer taxes. Buyer and Seller shall pay respectively, the Escrow Holder's customary charges to Buyers and Sellers for document drafting, recording and miscellaneous charges. Taxes, utilities and assessments levied against the Property prior to close of escrow shall be prorated.

Access to Property: Upon execution of the Purchase and Sale Agreement by Buyer and Seller, Buyer and or Buyer's designated representatives and agents shall be given access to the Property and with reasonable notice to Seller for the purpose of conducting physical inspection's of the property. Seller to allow Buyer to place Sign on the property.

Warrants & Representations: The Seller shall give the usual Warrants & Represents to Buyer, and will convey marketable title and free of liens except as resident on the approved preliminary title report.

Commission: To be paid by Seller to Priority One Commercial.

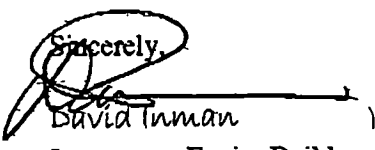
Disclosure: David Inman co-owner of Investment Equity Development is related to Cyndi Inman at Priority One Commercial.

This Letter of Intent is available for Seller's acceptance and approval on or before July 30, 2004, at 5:30 Pm.

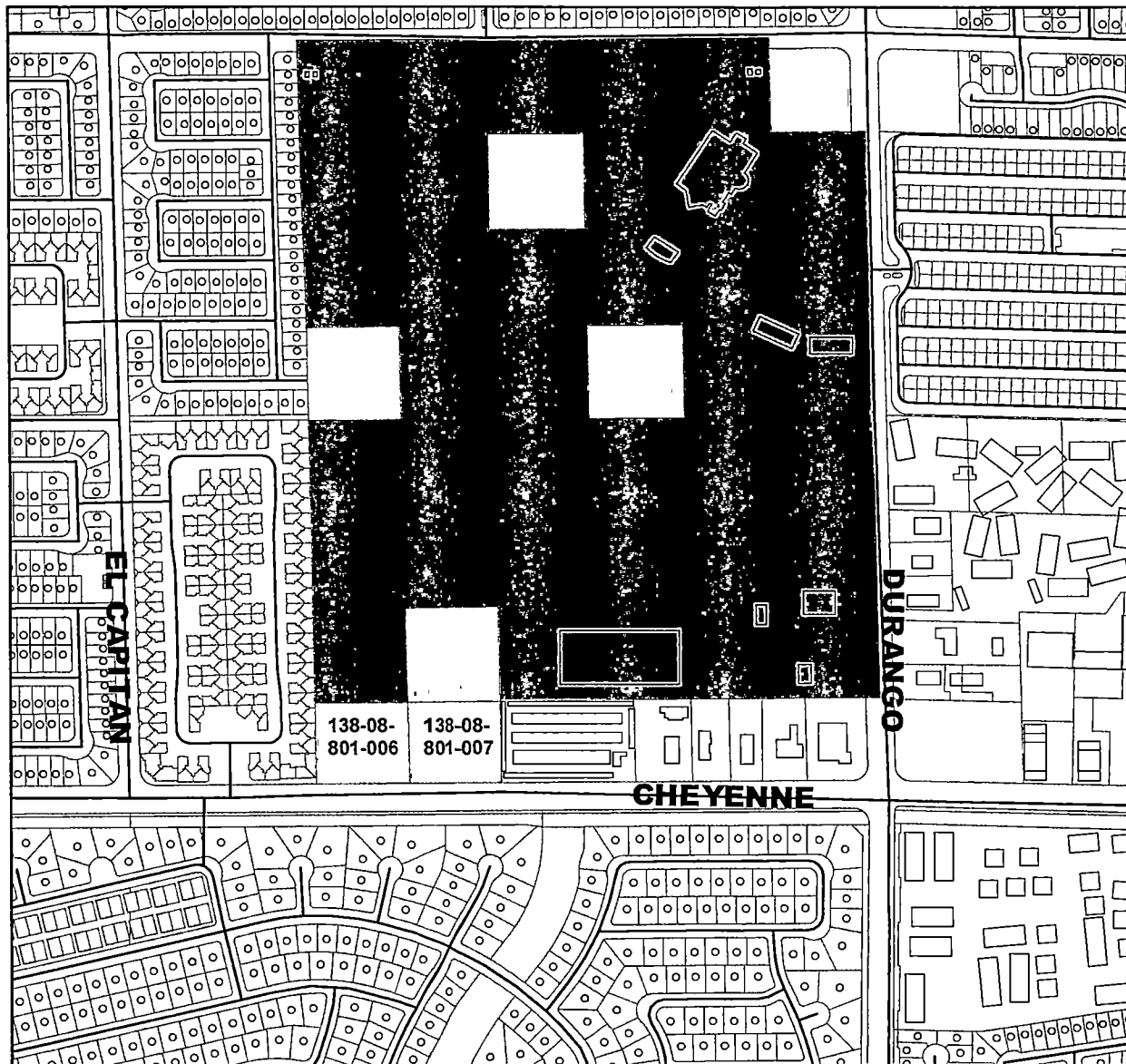
Should these terms be acceptable, please have the proper individual execute and return a copy of this letter to us.

We look forward to hearing from you soon.

Sincerely,


David Inman

Investment Equity Builders
Principal



Site Map

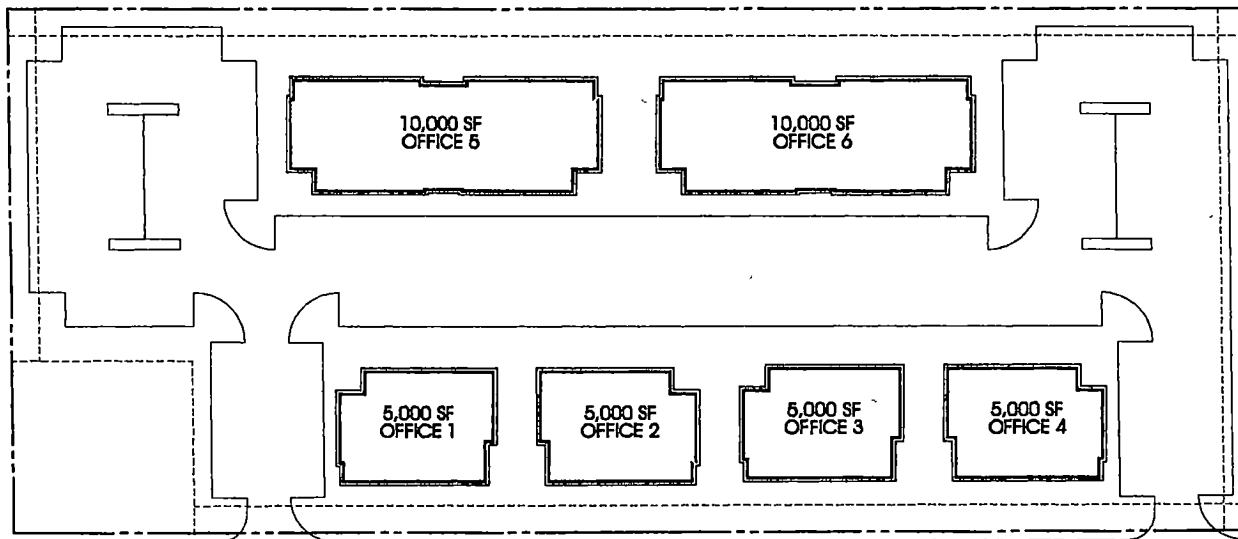
Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas
- Leased
- Applied

Real Estate & Asset Mgmnt



10/7/04



CHEYENNE AVE.

Site Data

ASSESSORS PARCEL NUMBER (APN) 138-08-001-006 & 007
CURRENT ZONING C-4
PROPOSED ZONING C-1

PARCELS AREA
SITE GROSS +/- 4.3 ACRES GROSS 190,282 S.F.
BUILDING AREA GROSS +/- 40,000 S.F.

BUILDING SITE COVERAGE 21 PERCENT

PLANNING BY CHAIRMAN
OFFICE 471000 S.F. 100 SPACES

TOTAL PARKING REQUIRED 100 SPACES

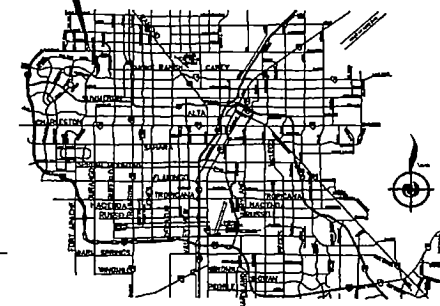
PROVIDED 571000 S.F. 200 SPACES

Owner / Developer

INVESTMENT EQUITY DEVELOPERS
4560 S. DECATUR, SUITE 200
LAS VEGAS, NEVADA 89103
DAVID L. INMAN (702) 871 4545

PROJECT
LOCATION

Vicinity Map



Site Plan

Scale: 1" = 30'-0"

Cheyenne Fairway Office Park

Note: This plan is Conceptual in Nature and
No Guarantee of its accuracy is implied.

July 13, 2004

Schematic Design

City of Las Vegas, Nevada

© Copyright Indigo Architecture, Inc. 2004



(702) 416-2772

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 9/3/03, Council approved staff entering into negotiations with multiple cellular companies for future cell tower land leases. This contract is for 200 square feet and will construct an antenna atop of an existing light pole and foundation, equipment shelter and security fencing. Verizon Wireless shall pay the City a one-time administrative fee of \$1,000 construction costs of \$8,000 and the yearly rent will start at \$14,400. The initial term is for five years with three five-year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

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 Management Division, standard sales site agreement with Verizon Wireless at Mountain Ridge Park. He noted the antennas would be placed on an existing light pole in a baseball field. They will have 200 square feet of shelter area for their equipment, and he recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the public hearing closed.

(3:06 - 3:07)

1-93

LAND LEASE AGREEMENT/CELL TOWER

MOUNTAIN RIDGE PARK

This Land Lease Agreement (hereinafter "Lease") is made this ____ day of _____, 200__, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Southwestco Wireless, LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to antennae atop of a baseball field light pole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Mountain Ridge Park, 7151 Oso Blanca Road, Las Vegas, NV, generally located in the vicinity of US-95, north of Deer Springs Way; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 "Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 200 square feet of property located at 7151 Oso Blanca Road, Las Vegas, NV, commonly known as Mountain Ridge Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1.

4. TERM:

4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Two Hundred and No/100ths Dollars (\$1,200.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Lease, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00) and Lessee shall provide in-kind compensation, paid in advance, in the amount of Eight Thousand and No/100 Dollars (\$8,000) for construction contract costs.

6. THIS SECTION INTENTIONALLY OMITTED

7. TITLE AND QUIET POSSESSION:

- 7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and

Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

- 7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct antennae atop of a baseball field light pole and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property. Construction may include, but not be limited to, antennae, equipment shelter, and security fencing. Construction on Premises is restricted to commence no sooner than September 2004 (so baseball fields are not disturbed and play is not disrupted). Light standard removal and replacement shall be coordinated with Neva Evans, City of Las Vegas Public Works Department. Construction consists of replacing an existing light standard with a taller one, building a shelter to house equipment, and obtaining necessary utilities for operation of the cell site. Lessee

shall be required to use the same manufacturer of the light standards presently installed in the park for purposes of replacement, maintenance, and adjustment of lights. Lessee shall contact Neva Evans at 702-229-6978 as the contact person for the City and liaison person with Southwestco Wireless and light manufacturer. Lessee shall guarantee the field lights will not be interrupted more than five (5) days during baseball season, and will have lights engineered, adjusted, and tested per City specifications after replacement of the taller light standard. Lessee shall contact Lee Pringle, City of Las Vegas Leisure Services Department, at 702-229-2092 thirty (30) calendar days prior to removal and replacement of light standard to schedule specific days the ball field will be closed due to the construction.

8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by Lessee, Lessee shall reimburse Lessor the reasonable cost of the testing. The Lessor and its agents shall have the right during the term of the Lease to examine Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such

interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Lease upon notice to Lessor.

- 8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.
- 8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its

intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

- 8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

- 9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

- 10.1 Lessee may not sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of Lessee's assets, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be

relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

...
...

WITH A COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE: Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Network Real Estate

WITH A COPY TO: Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Legal Department

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the antennae and Lessee's related facilities.

14. INSURANCE:

- 14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

- 15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

- 16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims)

arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any

such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings,

concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In

removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed

by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. THIS SECTION INTENTIONALLY OMITTED

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

...

...

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

- 32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.
- 32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.
- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video

transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this

may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43. WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

44. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, will provide a disclosure in the form attached hereto as Exhibit "E". If Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange

Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Exhibit "E", the requirement of this Section shall be satisfied. Throughout the term hereof, Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

"Lessor"
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 10/01/04
City Attorney Date

"Lessee"
Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless by Southwestco Wireless, Inc. its managing partner

By: _____
ROBERT F. SWAINE
West Area Vice President - Network

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 200__, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

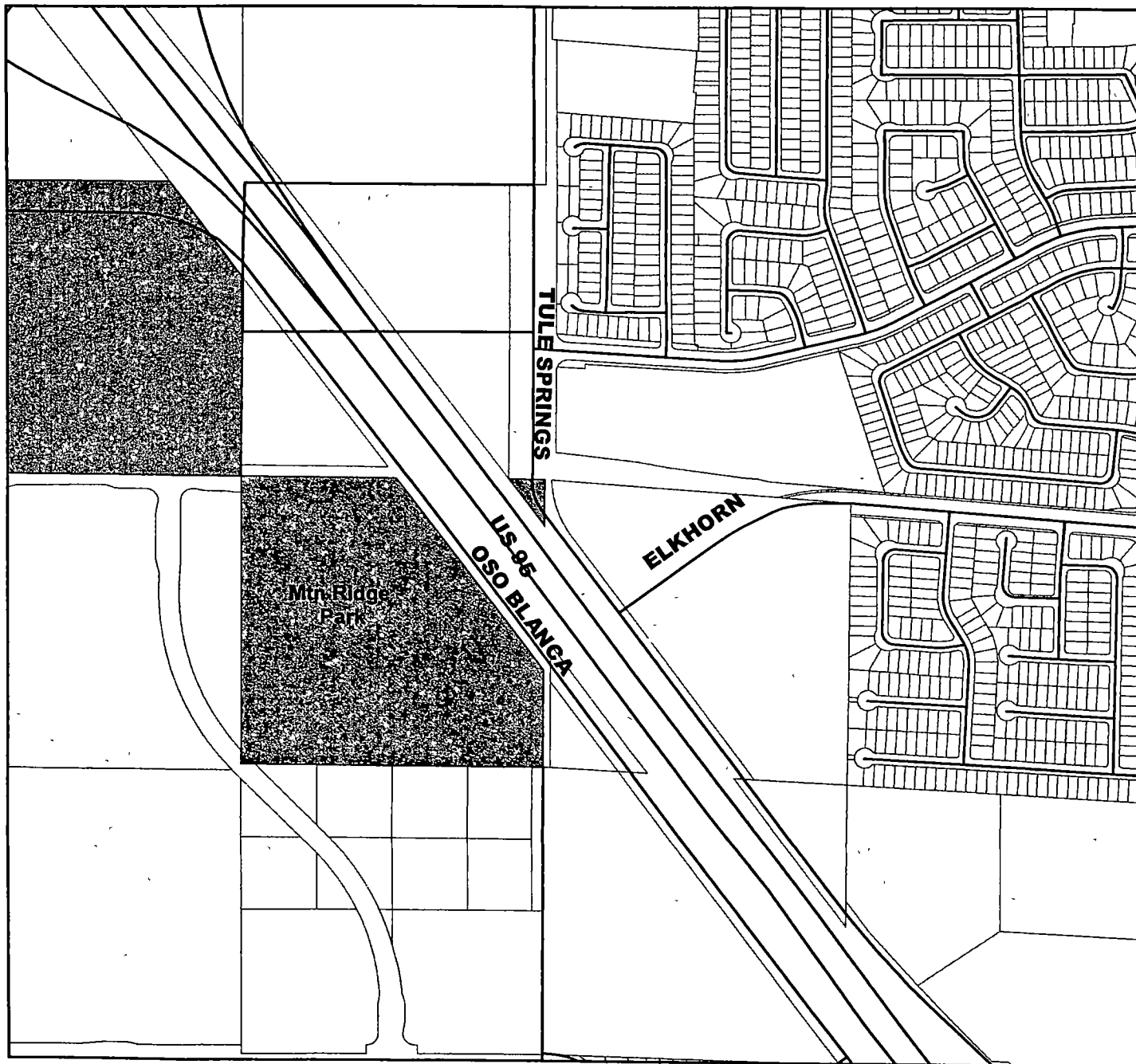
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 200__, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the person 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 therein mentioned.

NOTARY PUBLIC, in and for said
County and State

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101



Ex. A

Site Map

Legend

-  Street Centerline
-  Leased
-  Applied
-  Parcels

Real Estate & Asset Mgmt



10/7/2004

EXHIBIT "B"**MOUNTAIN RIDGE PARK****RENTAL FEES****MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,200.00	\$14,400.00
2nd YEAR	\$1,236.00	\$14,832.00
3rd YEAR	\$1,273.00	\$15,276.00
4th YEAR	\$1,311.00	\$15,732.00
5th YEAR	\$1,350.00	\$16,200.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,391.00	\$16,692.00
2nd YEAR	\$1,433.00	\$17,196.00
3rd YEAR	\$1,476.00	\$17,712.00
4th YEAR	\$1,520.00	\$18,240.00
5th YEAR	\$1,566.00	\$18,792.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,613.00	\$19,356.00
2nd YEAR	\$1,661.00	\$19,932.00
3rd YEAR	\$1,711.00	\$20,532.00
4th YEAR	\$1,762.00	\$21,144.00
5th YEAR	\$1,815.00	\$21,780.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,869.00	\$22,428.00
2nd YEAR	\$1,925.00	\$23,100.00
3rd YEAR	\$1,983.00	\$23,796.00
4th YEAR	\$2,042.00	\$24,504.00
5th YEAR	\$2,103.00	\$25,236.00

EXHIBIT "C"

PLANS & DETAILS

Due to the size and volume of Exhibit "C" it is on file with the City Clerk's Office, 400 Stewart Avenue, 1st Floor, Las Vegas, Nevada 89101.

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, 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 the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, 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 the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor 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 the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

DISCLOSURE OF PRINCIPLES

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, is a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

Southwestco Wireless LP, a
Delaware limited partnership,
DBA Verizon Wireless

By

Its managing partner

By: _____
Robert F. Swaine
West Area Vice President - Network

State of)
) ss.
County of)

Subscribed and sworn to before me this
_____ day of _____, 200 ____.

Notary Public

verizonwireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

EXHIBIT "C"

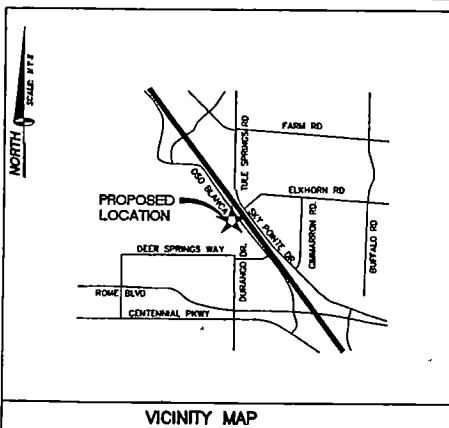
LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF WIRELESS ANTENNAS ON A NEW 80' LIGHT STANDARD AT A CENTERLINE HEIGHT OF 80. WITH FIELD LIGHTS RELOCATED FROM EXISTING LIGHT STANDARD AT SAME CENTERLINE HEIGHT
- INSTALLATION OF A 12x20 EQUIPMENT SHELTER ON A CONCRETE PAD
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO CABINETS
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER
- INSTALLATION 8 BLOCK WALL
- INSTALLATION (2) 8" SOLID METAL DATES

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE

VERIZON WIRELESS
CONSTRUCTION MANAGER
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032
833-5282 OR 378-5068
CONTACT: DOBIE COSTA

PROPERTY INFORMATION

OWNER: USA-CITY OF LAS VEGAS
ADDRESS: 600 EAST STEWART AVE
LAS VEGAS, NV 89101
CONTACT: DAVID ROARK
(702) 228-1021

AREA OF CONSTRUCTION: 530± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: Y-B
CURRENT ZONING: T-C
ZONING APPLICATION #: ADMINISTRATIVE APPROVED 02/23/04
A.P.N.: 725-20-501-002
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION: ☐ OUTDOOR ☐ INDOOR
EQUIPMENT SHELTER: ☐ YES ☐ NO
ANTENNA LOCATION: ☐ NEW MONOPOLE ☐ SELF SUPPORT TOWER ☐ EXISTING MONOPOLE ☐ ROOF TOP ☐ EXISTING TOWER ☐ OTHER REPLACE FIELD LIGHT POLE

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. INTERNATIONAL BUILDING CODE 2003
2. W/STATE ADJUSTMENTS
3. AND/OR 322-4 LIFE SAFETY CODE
4. MFA-101-1997
5. UNIFORM PLUMBING CODE 2003
6. NATIONAL ELECTRICAL CODE 2002
7. LOCAL BUILDING CODE(S)
8. CITY AND/OR COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WIEHER
PHONE: (702) 367-7705 FAX: (702) 367-8733

STRUCTURAL ENGINEER

TBD

ELECTRICAL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
REINHOLD TONAUSSO
PHONE: (702) 242-1080

TOWER ENGINEER

TBD

SURVEYOR

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WIEHER
PHONE: (702) 367-7705 FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	1
T2	ABBREVIATIONS, LEGEND, GENERAL & CONSTRUCTION NOTES	1
C1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	1
A1	SITE PLAN	1
A2	SITE DETAIL	1
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, ELEVATIONS	1
A4	CONSTRUCTION DETAILS	1
A5	CONSTRUCTION DETAILS	1
E1	POWER & TELCO ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM, AND NOTES	1
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	1
E3	ELECTRICAL DETAILS	1
ISSUED FOR:		
SHEET INDEX		PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
APPROVAL LIST		

verizonwireless

15505 SAND CANYON AVE
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

CURRENT ISSUE DATE

09/27/04

ISSUED FOR

100% CONSTRUCTION

REV. DATE DESCRIPTION BY

REV.	DATE	DESCRIPTION	BY
1	09/27/04	REVISED SITE LOCATION	CH
2	09/20/04	100% CONSTRUCTION	BL
3	05/05/04	90% CONSTRUCTION	BL

PLANS PREPARED BY

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD. SUITE 120
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX: (702) 367-8733

DRAWN BY CHK. APPV.

B. LANGSTON D. CAPE C.W.

LICENSURE

SHEET TITLE

TITLE SHEET

SHEET NUMBER REVISION

T1 1

LSV-600-0

BENCHMARK

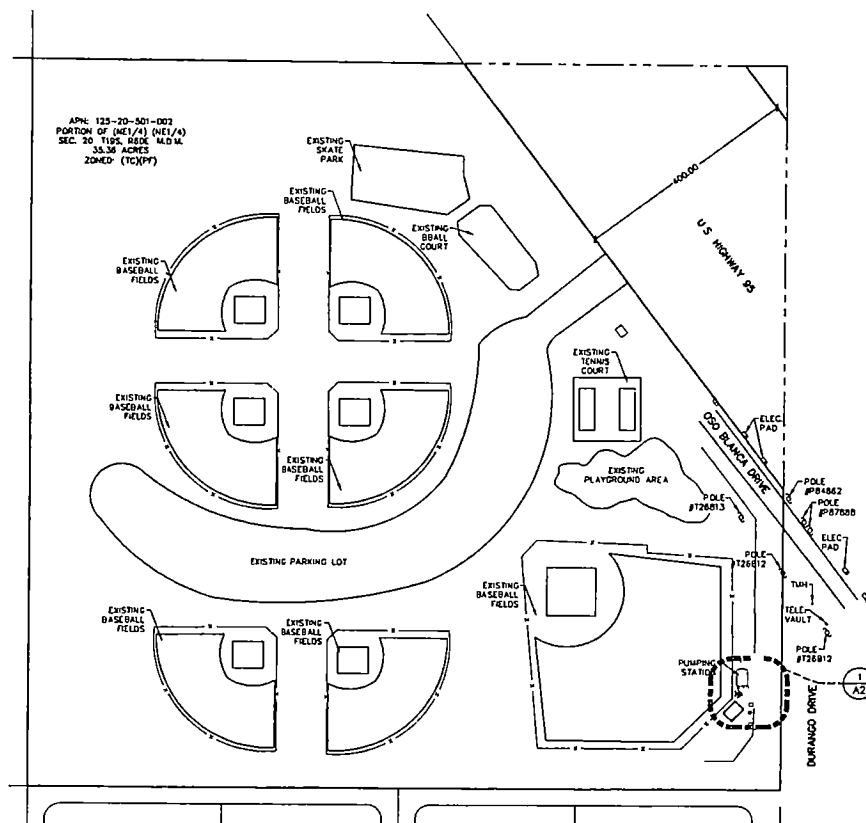
BEING A ALUMINUM RIVET AND PLATE ON THE TOP OF CURB AT THE
NORTHEAST CORNER OF HUALAPAI WAY AND DESERT INN ROAD NEAR
THE 1/2 DELTA.

ELEVATION 2821.38 (FEET) (NAVD 1988)
859.957 (METERS)

BASES OF BEARING

NORTH 89.45 07' EAST BEING THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 13, TOWNSHIP 21 SOUTH RANGE 50 EAST M.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 93, PAGE 85 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY NEVADA.

APH: 125-20-501-D02
PORTION OF (NE1/4) (NE1/4)
SEC. 20 T19S, R06E M.D.M.
35.36 ACRES
ZONED: (TC)(PF)



LEGEND

- CENTERLINE
 - RIGHT-OF-WAY
 - PROPERTY LINE
 - ADJOWER
 - CHAINLINK FENCE
 - OVERHEAD POWER
 - 5 CONTOUR
 - 1 CONTOUR
 - DRAINAGE WALL
 FOUND MONUMENT AS NOTED
 OFFICIAL RECORD
 POWER POLE



PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS NEVADA 89149

CURRENT ISSUE DATE

09/20/04

ISSUED FOR

100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
-----	------	-------------	----

I	09/20/04	100% CONSTRUCTION	BL
O	05/05/04	90% CONSTRUCTION	BL

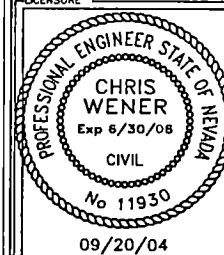
PLANS PREPARED BY

SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 1
LAS VEGAS NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

DRAWN BY ==CHK==APV==

B LANGSTON	D CAPE	C W
------------	--------	-----

LICENSURE



SHEET TITLE

SITE PLAN

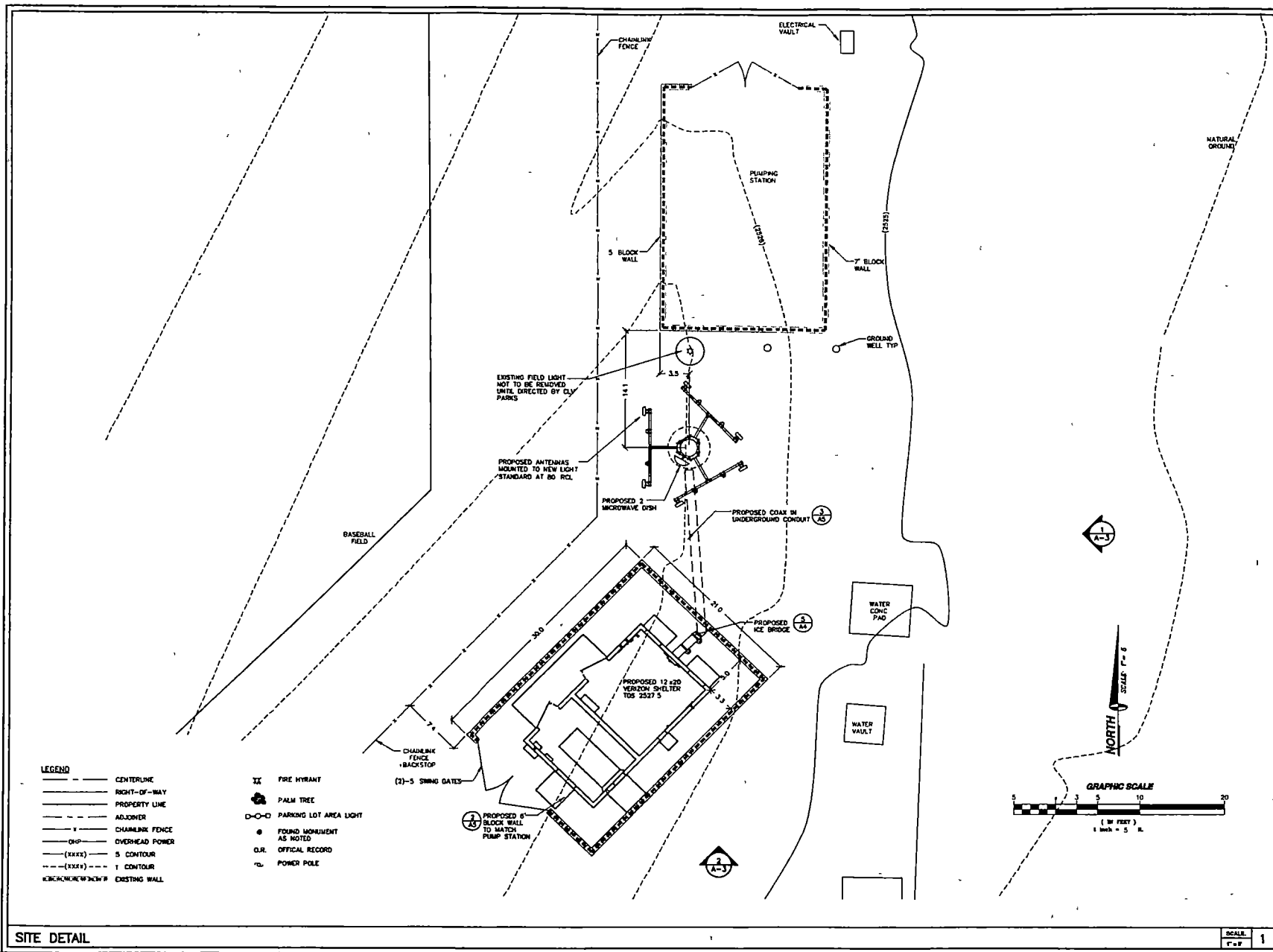
SHEET NUMBER REVISION

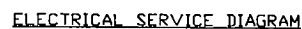
A1

1

LSV-600-D

SITE PLAN





- NOTES:**
1. ALL EQUIPMENT FURNISHED AS PART OF THIS WORK, INCLUDING THAT FURNISHED WITH SPINELT SHALL HAVE WITHSTAND RATINGS GREATER THAN THE AVAILABLE FAULT CURRENT WITH 10,000,000 BEING THE MINIMUM. CONFORM CONDITIONS WITH SERVING UTILITY SUBMIT CERTIFICATION WITH SHOP DRAWINGS
- NOTES:**
1. THE SPINELT MANUFACTURER HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE ARC RATINGS INDICATED FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND ELECTRICAL SYSTEM.
 2. THE SPINELT MANUFACTURER HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUITS AND FEEDERS COMPLY WITH

ELECTRICAL 1-LINE DIAGRAM

SCALE	2
MOORE	

SCHEDULE - PANEL					
PANEL GA 120/240V 1 PHASE 200 AMP MAIN BREAKER SURFACE MOUNT					
DESCRIPTION	C	B	LOAD	F	DESCRIPTION
LIGHTS	2	1	1000	2	24v TIMER
RECEPTACLES	3	1	1000	4	24v RECTIFIER
HVAC #1	4	3	1000	10	24v RECTIFIER
	5	7	1000	8	24v RECTIFIER
HVAC #2	6	5	1000	10	24v RECTIFIER
	7	11	1000	12	24v RECTIFIER
RECEPTACLES	8	12	1000	14	24v RECTIFIER
RECEPTACLES	9	13	1000	16	24v RECTIFIER
EXT RECEPTACLE	10	14	1000	18	24v RECTIFIER
SPARE	11	15	1000	20	24v RECTIFIER
GEN ROOM LIGHTS	12	16	1000	22	
BATTERY CHARGER	13	17	1000	24	DAMPER MOTOR
LOSS POWER RELAY	14	18	1000	26	GENERATOR ACCEPT
	15	19	1000	28	
	16	20	1000	30	
	17	21	1000	32	
	18	22	1000	34	
	19	23	1000	36	
	20	24	1000	38	
	21	25	1000	40	
	22	26	1000	42	
	23	27	1000	44	
	24	28	1000	46	
	25	29	1000	48	
	26	30	1000	50	
	27	31	1000	52	
	28	32	1000	54	
	29	33	1000	56	
	30	34	1000	58	
	31	35	1000	60	
	32	36	1000	62	
	33	37	1000	64	
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	161	165	1000	320	
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	163	167	1000	324	
	164	168	1000	326	
	165	169	1000	328	
	166	170	1000	330	
	167	171	1000	332	
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	277	281	1000	552	
	2				

* INDICATES CONTINUOUS LOADS TAKEN AT 125% AIC RATING 10,000

AIC RATING 10.000

1 UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY

2 CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT
WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY
ENGINEERING PLANS AND SPECIFICATIONS. ONLY CONTRACTOR SHALL FURNISH
AND INSTALL ALL CONDUIT PULL ROPES CABLES PULL BOXES CONCRETE
ENCASUREMENT OF CONDUIT (IF REQUIRED) TRANSFORMER PAD, BARRIERS POLE
RISERS TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE
ALL REQUIREMENTS IN SCOPE OF WORK.

UTILITY GENERAL NOTES

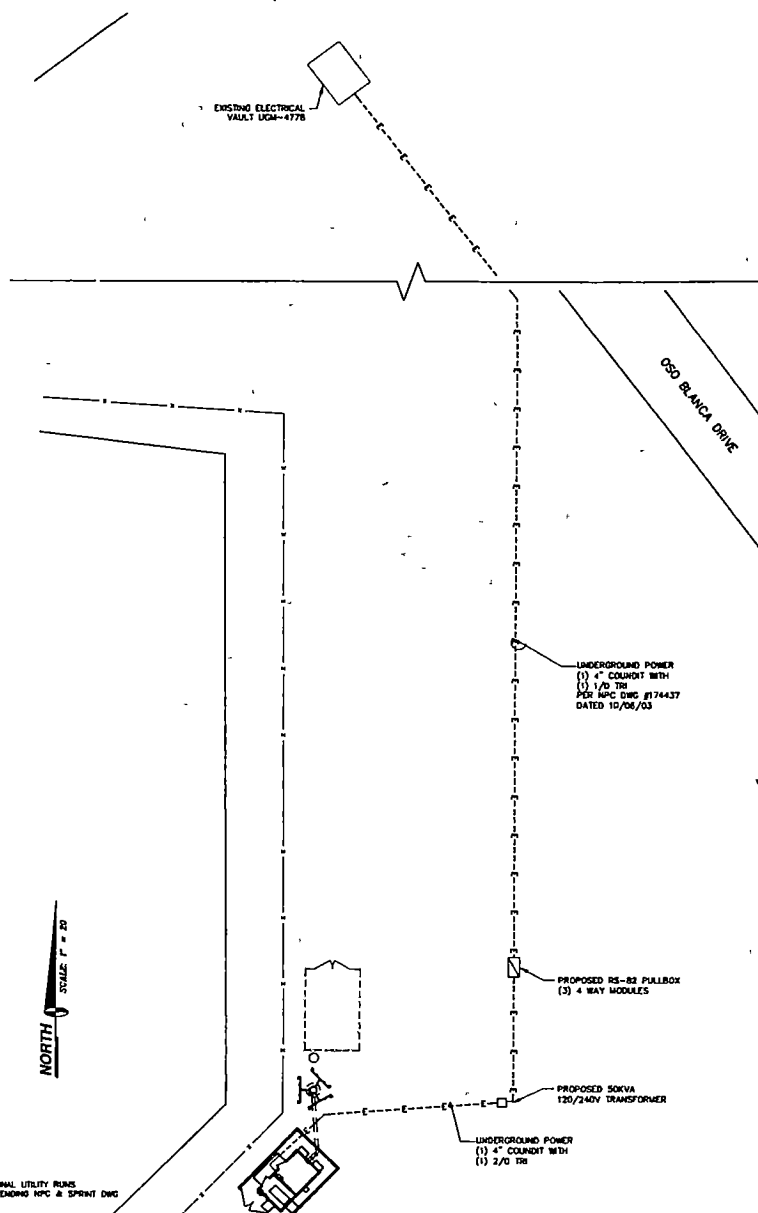
SCALE	4
NAME	

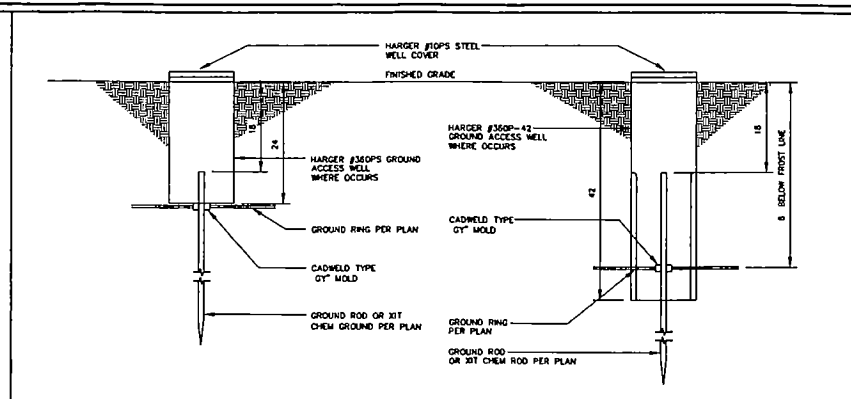
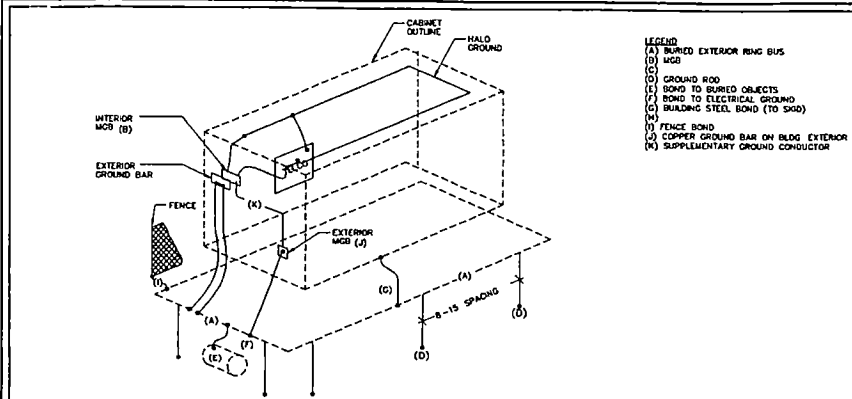
PANEL SCHEDULE & NOTES

SCALE.	3
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POWER, TELCO & COAXIAL CABLE ROUTING

SCALE	1
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HALO GROUND SCHEMATIC

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS AND VERIZON GROUNDING STANDARD MSVP 05-100-001 DATED JUNE 5 2000

2. ALL GROUNDING CONDUCTORS #2 AWG SOLID BARE THINNED COPPER WIRE UNLESS OTHERWISE NOTED

3. GROUND RING TO GROUND BAR CONNECTIONS SHALL BE CADWELDED GY (2) #2 AWG SOLID BARE THINNED COPPER WIRE UNLESS OTHERWISE NOTED

4. GROUND BAR TO EQUIPMENT AND CABLES SHALL BE #2 AWG STCW W/ DOUBLE LUG CONNECTIONS

5. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED FURNISHED AND INSTALLED BY THE VENDOR

6. GROUND BAR LOCATED BELOW WAVEGUIDE ENTRY PORT CABLES SHALL BE #2 AWG STCW/DOUBLE LUG CONNECTIONS TWO PATHS TO GROUND RING

7. ALL BELOW GRADE CONNECTIONS, EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE

8. EXTERIOR GROUNDING CONDUCTORS BURIED TO A MINIMUM DEPTH OF 1'-6" BELOW FINISHED GRADE TO ALLOW FOR FUTURE CONSTRUCTION

9. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB SPREAD FOOTING, OR FENCE

10. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY

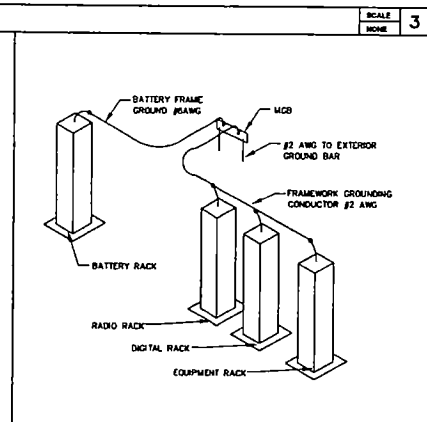
11. GROUND BARS

A. EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA POLE/MAST FOR MAKING GROUNDING JUMPER CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS (FURNISHED BY OWNERS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR, AND BE INTERNAL TO POLE.

B. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR

12. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR

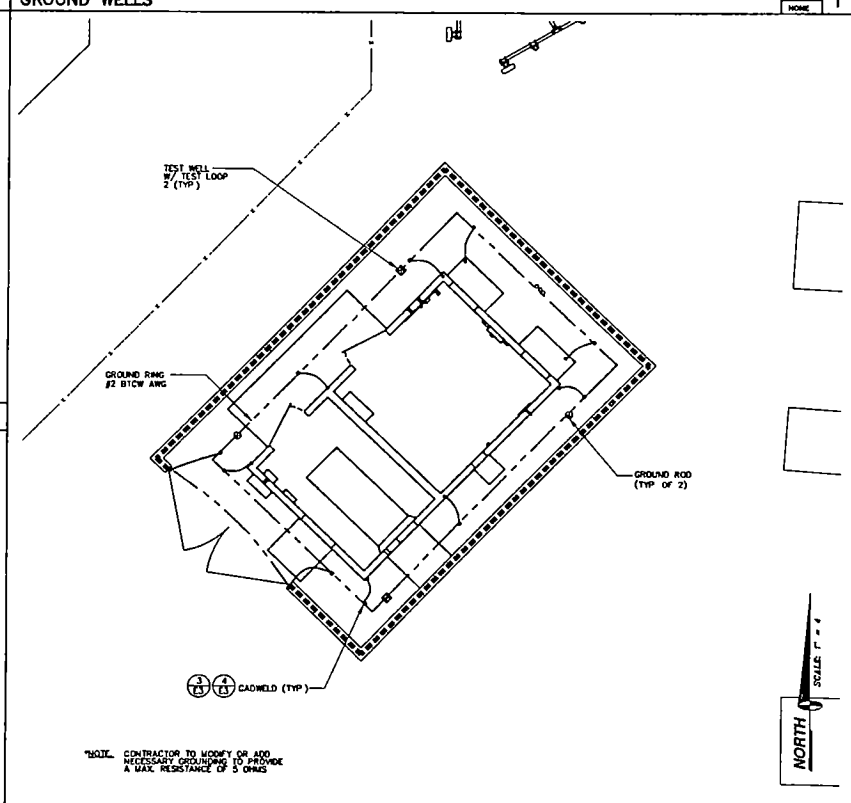
13. ALL BOLTED TORQUE CONNECTORS SHALL BE LONG-BARRELED TYPES AND HAVE TWO HOLES FOR CONNECTION TO SURFACE, AND NON-DRIZING AGENT APPLIED TO PREVENT CORROSION



EQUIPMENT GROUNDING

GROUND NOTES

GROUND WELLS



EQUIPMENT AREA GROUNDING LAYOUT

15505 SAND CANYON AVE
BUILDING D-1
IRVINE, CA 92618

PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

CURRENT ISSUE DATE

09/27/04

ISSUED FOR

100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
2	09/27/04	REVISED SITE LOCATION	DN
1	09/20/04	100% CONSTRUCTION	BL
0	05/05/04	BOX CONSTRUCTION	BL

PLANS PREPARED BY

SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

DRAWN BY

CHK APV

8 LANGSTON D CAPE CW

LICENSURE

AMELIO R. TOMASIELLO
Exp. 06-30-06
ELECTRICAL
No. 11397
09/20/04

SHEET TITLE

GROUNDING LAYOUT
GROUNDING SCHEMATIC
NOTES & DETAILS

SHEET NUMBER

REVISION

E2

2

LSV-600-D

EXHIBIT "E"

Block 1	Contracting Entity
SOUTHWESTCO WIRELESS LP	
Name	180 WASHINGTON VALLEY ROAD
Address	BEDMINSTER, NJ 07921
Telephone	(908) 306-7000
EIN or DUNS	22-3381659 - TAX I.D

Block 2	Description
Subject Matter of Contract/Agreement:	
WIRELESS COMMUNICATIONS FACILITY	
RFP #	

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

Block 4		
Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.		
FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. SOUTHWESTCO WIRELESS, INC. GENERAL PARTNER	SAME AS ABOVE	SAME AS ABOVE
2. CELCO PARTNERSHIP LIMITED PARTNER	SAME AS ABOVE	SAME AS ABOVE
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: _____

[June 2000]

EXHIBIT "E"

Block 5 . Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

State of California

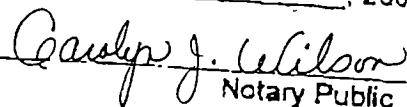
County of ORANGE


ROBERT F. SWAIN Name
CHIEF TECHNICAL OFFICER & WEST AREA CHIEF TECHNICAL OFFICER
Date _____

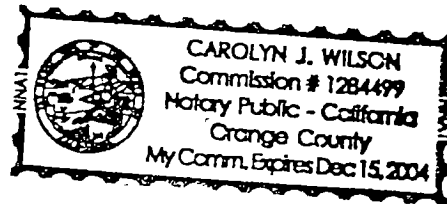
Subscribed and sworn to before me this 5th day of

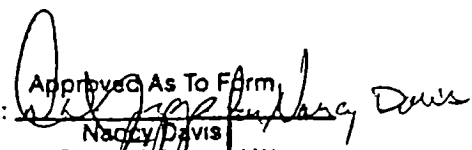
June

, 2004.


Notary Public

CAROLYN J. WILSON



Approved As To Form:
By: 
Nancy Davis
Area General Counsel-West
Verizon Wireless

[June 2000]

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Lease is for approximately 600 square feet for storage of newspapers, magazines, candy, snack food, tobacco products and various other sundry items. Initial term is for one-year at \$100 a month (\$1,200 annually) with two additional one-year options. Rent for second option term increases to \$200 a month (\$2,400 annually) and third option term increases to \$300 a month (\$3,600 annually).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement for Storage Area

MOTION:

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 for Items 4 and 5.

DAVID ROARK, Real Estate and Asset Management Division, clarified this item reflects an existing contract with Nevada Hospitality Service, LLC at the Downtown Transportation Center (DTC). Because of the uncertainty of the DTC the hot dog stand has requested a year-to-year contract as they are currently under a five-year contract. In review, MR. ROARK stated that McDonald's recently moved out of the DTC because of the contractual obligation and no certainty that the building would remain the same in the future. The City has revisited the contract for Nevada Hospitality Service, LLC and revised the contract to a one-year term with two, one-year options. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the public hearing closed for Items 4 and 5.

(3:07 - 3:09)

1-126

LEASE AGREEMENT

(Storage Area)

THIS LEASE AGREEMENT (herein the "Lease") is made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and NEVADA HOSPITALITY SERVICE, LLC (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 300 N. Casino Center Drive in Las Vegas, Nevada, commonly known and referred to as the "Downtown Transportation Center" (herein the "DTC") whose location is shown on the Site Map, Exhibit "A", attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, building space that is situated in the DTC.

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

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 600 square feet of space in the DTC (herein the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B" and Digital Photographs, Exhibit "B-1", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 34 hereof, and subject to the renewal provisions contained in Section 33 hereof, this Lease shall be for a term of one (1) year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter.

3. **COMMENCEMENT DATE.** This Lease shall be effective the first day of the first month following the full execution by the parties and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, build out shelves and counter space within the area depicted in Exhibit "B", floor plan depicting area. Lessor agrees to provide 2-110 Volt electrical outlets in the general vicinity of the leased area for use by Lessee.

5. RENT.

A. RENTAL RATES. Throughout the term of this Lease, Lessee shall be required to make all rental payments to Lessor. Lessee agrees to pay to Lessor, as and for the rent for the Premises, the sum of \$100.00 per month without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

Provided the request to renew the Lease has been approved as set forth in Section 33, beginning in the Second Lease Option Term, the then-current monthly rental fee shall be increased to \$200.00 per month, and the second year of the Lease Option Term shall be increased to \$300.00 per month, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

B. LATE CHARGES. The rent for any calendar month, if not paid by the 10th day of that month is subject to a 5% late charge, which must be included with any late payment.

6. UTILITIES AND SERVICES. Lessor shall furnish electric, water, and garbage pick up for the Premises during the Lease term. Lessee will be responsible for payment of telephone, cable and computer services, if required, on an actual cost basis per month. Natural gas service will not be made available at the Premises.

7. REPAIRS AND MAINTENANCE. Lessee agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

8. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of storage of newspapers, magazines, reading materials, candy, snack food, tobacco products, and various other sundry items. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor.

9. LAWS. WASTE. NUISANCE. Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

10. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

11. PAYMENT OF TAXES. Lessor shall be responsible for any real property taxes on, or real property related assessments to the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

12. COMPLIANCE WITH THE LAW. The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

13. INDEMNIFICATION AND INSURANCE. The Lessee agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the City as an additional insured.

Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its

officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, 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 the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, 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 the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor 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 the Lessee.

14. WAIVER OF SUBROGATION. Lessee hereby waives, and Lessor hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessee and Lessor, each waives any right of subrogation that it might otherwise have against the other party.

15. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

16. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

17. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

18. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

19. DAMAGE OR DESTRUCTION.

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessee's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 30 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee. Any amount of money expended to repair and rebuild the Premises by Lessee will be credited against future rent payments due.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

20. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease. This does not include a loan from a financial institution using the equipment as collateral.

21. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section Twenty-Two shall be null and void and constitute a breach by Lessee of this Lease.

22. BREACH. DEFAULT AND REMEDIES. If Lessee or Lessor fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

23. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

24. FORCE MAJEURE. Lessee and Lessor shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

25. **NO WAIVER.** Failure of either the Lessee or Lessor to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessee or Lessor unless such waiver is in writing.

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28. **NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

29. **ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

30. **CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

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32. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor: City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

If to the Lessee: Nevada Hospitality Service, LLC
Attn: Keith Q. Beagle
1975 Village Center Circle, Suite 140
Las Vegas, Nevada 89134

33. OPTION TO RENEW. If Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional two (2); one (1) year terms by giving a written request to renew at least 90 days prior to the expiration of the initial Lease term. This request shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council.

34. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party. This Lease may be terminated prior to the expiration of its initial term or renewal period if the Regional Transportation Center (RTC) ceases to operate a bus service at DTC and/or the primary use of the DTC building changes where it is deemed that vending type operations are not desirable or permissible on the Premises. In such a situation, Lessor would issue a written notice to Lessee to terminate this Lease at least 120 days prior to actual termination. Lessee would then have an additional 30 days to vacate the Premises.

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36. MODIFICATION OR AMENDMENTS. Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessee designates the Manager of the Real Estate & Assets Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

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

CITY OF LAS VEGAS
"Lessor"

ATTEST:

By _____
OSCAR B. GOODMAN, Mayor

BARBARA JO RONEMUS, City Clerk

NEVADA HOSPITALITY SERVICE, LLC

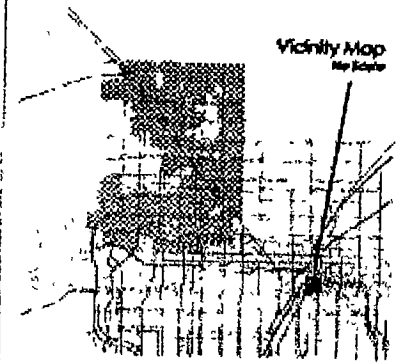
APPROVED AS TO FORM:

Thomas R. Green 10/8/04

By _____
KEITH Q. BEAGLE, Managing Member

Site Map

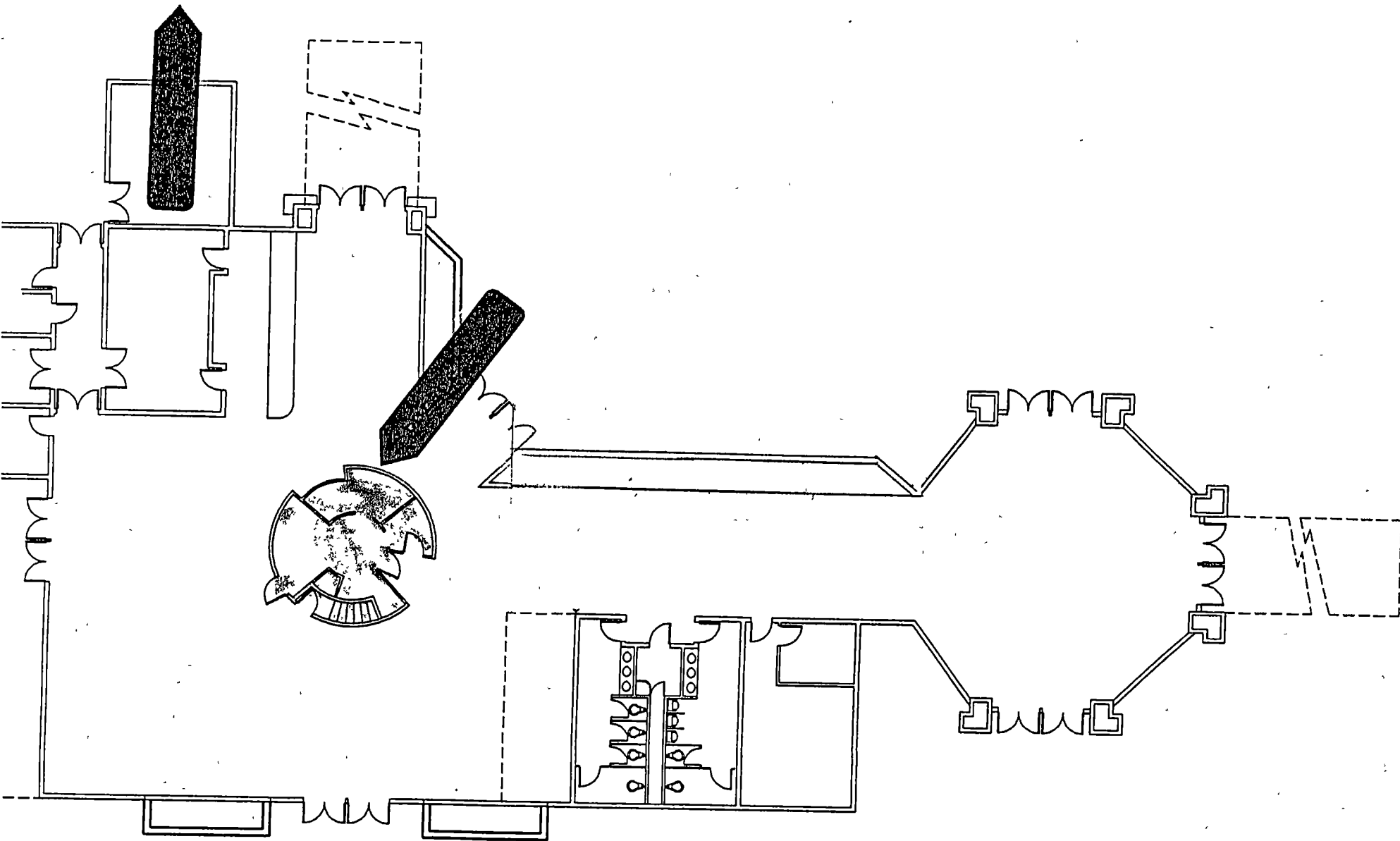
-  DTC
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Asset Management



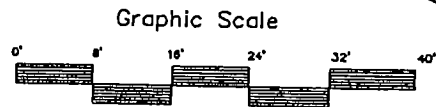
Date of Print: 06/08/2004



Downtown Transportation Center — Floor Plan

PREPARED BY Marshall Hutchinson

February 17, 1993



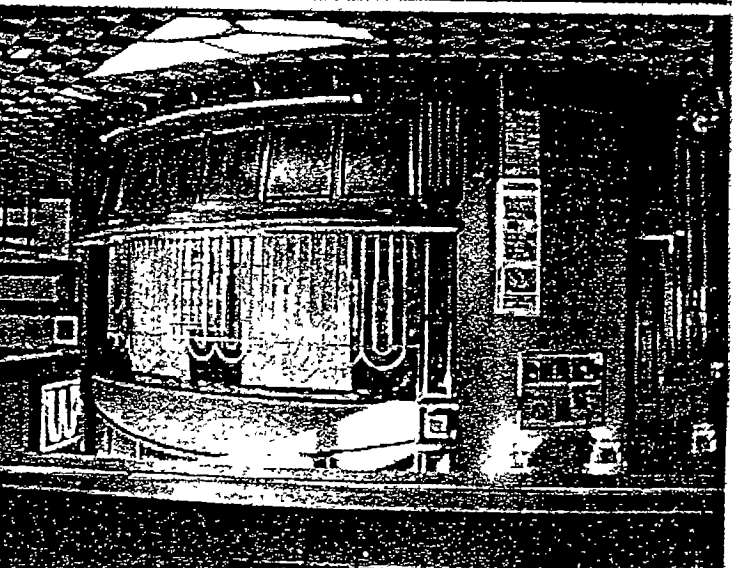
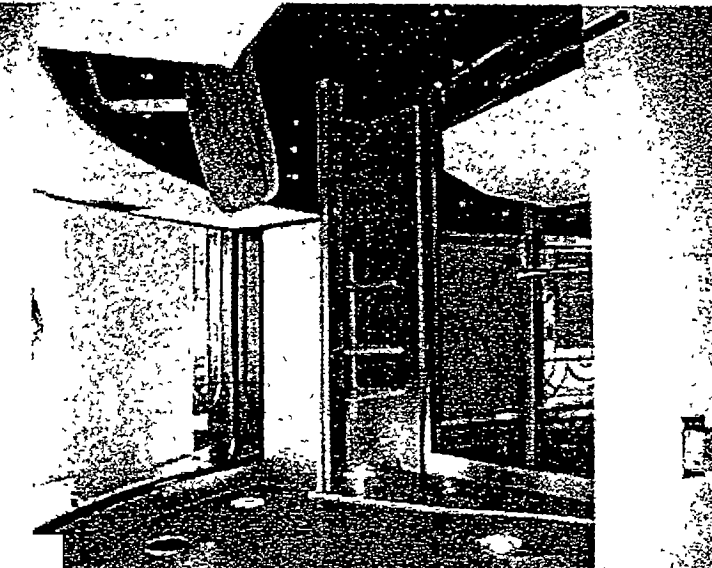
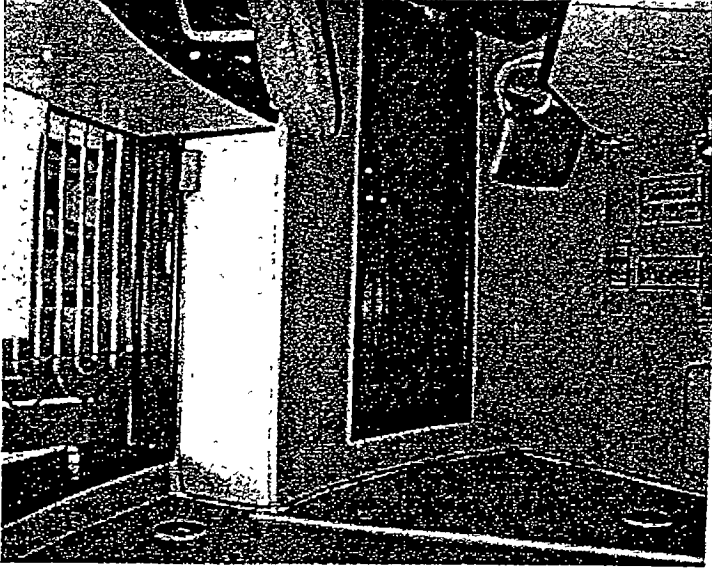


EXHIBIT "B-1"

Block 1 Contracting Entity (Name) Nevada Hospitality Service, LLC Name 1975 Village Center Circle #40 Address Las Vegas, NV 89134 EIN or Social Security # <u>46-04-70-574</u>	Block 2 Description <u>Subject Matter of</u> <u>Contract/Agreement:</u> <u>Lease Agreement</u>
--	---

Type of Business

☐ Individual
 ☐ Partnership
 ☒ Limited Liability Company
 ☐ Corporation

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

#	Name	Relationship	PHONE
1.	Keith Q. Beagle	Sole Member	702-528-7775
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: N/A

Block 3 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.

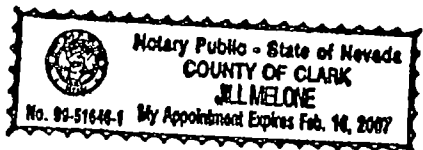
Name of Attached Document: N/A
Date of Attached Document: _____ Number of Pages: _____

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.

KR Beach
Name
10/5/04
Date

Subscribed and sworn to before me this 5th
day of October, 2004.

Jill Melone
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Lease is for approximately 250 square feet of space located approximately 30 feet outside the DTC to the east, for selling hot dogs, coffee, soft drinks, pretzels, chips, various snacks and non-alcoholic beverage items. Initial term is for one-year at \$625 a month (\$7,500 annually) with two additional one-year options. Rent for second option term increases to \$800 monthly (\$9,600 annually) and third option term increases to \$1,000 month (\$12,000 annually).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement for Food Cart

MOTION:

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

MINUTES:

See Item 4 for related discussion.

(3:07 - 3:09)

1-126

LEASE AGREEMENT

(Food Cart)

THIS LEASE AGREEMENT, herein the "Lease") is made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and NEVADA HOSPITALITY SERVICE, LLC (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 300 N. Casino Center Drive in Las Vegas, Nevada, commonly known and referred to as the "Downtown Transportation Center" (herein the "DTC") whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, outdoor concourse space that is situated in the DTC.

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

1. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 250 square feet of space in the DTC (herein the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B" and Digital Photographs, Exhibit "B-1", attached hereto.

2. TERM OF LEASE. Unless earlier terminated in accordance with Section 34 hereof, and subject to the renewal provisions contained in Section 33 hereof, this Lease shall be for a term of one (1) year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter.

3. COMMENCEMENT DATE. This Lease shall be effective the first day of the first month following the full execution by the parties and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent.

4. LESSEE'S CONSTRUCTION OBLIGATIONS. Lessee shall, at its own cost and expense, provide the portable concession stand to be built as required by the Clark County Health District, and located in the general area as depicted on Exhibit "B", Floor Plan and Exhibit "B-1" Digital Photographs. Lessor agrees to provide 2-110 Volt electrical outlets in the general vicinity of the leased area.

5. RENT.

A. RENTAL RATES. Throughout the term of this Lease, Lessee shall be required to make all rental payments to Lessor. Lessee agrees to pay to Lessor, as and for the rent for the Premises, the sum of \$625.00 per month during the first initial term of this Lease, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

Provided the request to renew the Lease has been approved as set forth in Section 33, beginning in the Second Lease Option Term, the then-current monthly rental fee shall be increased to \$800.00 per month, and the second year of the Lease Option Term shall be increased to \$1000.00 per month, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

B. LATE CHARGES. The rent for any calendar month, if not paid by the 10th day of that month is subject to a 5% late charge, which must be included with any late payment.

6. UTILITIES AND SERVICES. Lessor shall furnish electric, water, and garbage pick up for the Premises during the Lease. Lessee will be responsible for payment of telephone, cable and computer services, if required, on an actual cost basis per month. Natural gas service will not be made available at the Premises.

7. REPAIRS AND MAINTENANCE. Lessee agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

8. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of selling hot dogs, coffee, soft drinks, pretzels, chips and other various snack and non-alcoholic beverage items. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor.

Lessee shall comply with all laws, ordinances, regulations and requirements now in force or which hereafter may be in force of any lawful governmental body or authority having jurisdiction over the food cart.

Lessee will keep the Premises in a clean, neat, and orderly condition and will, in all respects, and fully comply with all health regulations at all times.

Lessee shall obtain and pay for all permits and/or licenses that may be required for the operation of the food cart.

9. LAWS. WASTE. NUISANCE. Lessee covenants that it:

- A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste on the Premises.

10. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

11. PAYMENT OF TAXES. Lessor shall be responsible for any real property taxes on, or real property related assessments to the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

12. COMPLIANCE WITH THE LAW. The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

13. INDEMNIFICATION AND INSURANCE. The Lessee agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the City as an additional insured.

Lessee shall provide and maintain at its own expense, a Products Liability Insurance Policy with a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combining single limit of coverage for bodily injury (including wrongful death) and One Million and 00/100 Dollars (\$1,000,000.00) in aggregate.

Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, 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 the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, 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 the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor 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 the Lessee.

14. WAIVER OF SUBROGATION. Lessee hereby waives, and Lessor hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessee and Lessor, each waives any right of subrogation that it might otherwise have against the other party.

15. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

16. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

17. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

18. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

19. DAMAGE OR DESTRUCTION.

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessee's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 30 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee. Any amount of money expended to repair and rebuild the Premises by Lessee will be credited against future rent payments due.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

20. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Lessor and its interest therein free from liens and encumbrances and to indemnify and hold harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease. This does not include a loan from a financial institution using the equipment as collateral.

21. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section Twenty-Two shall be null and void and constitute a breach by Lessee of this Lease.

22. BREACH. DEFAULT AND REMEDIES. If Lessee or Lessor fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

23. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

24. FORCE MAJEURE. Lessee and Lessor shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

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...

...

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

CITY OF LAS VEGAS
"Lessor"

ATTEST:

BARBARA JO RONEMUS, City Clerk

By OSCAR B. GOODMAN, Mayor

NEVADA HOSPITALITY SERVICE, LLC

APPROVED AS TO FORM:

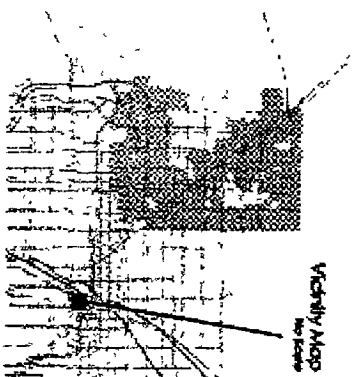
Thomas R. Green 10/8/04
DEPUTY CITY ATTORNEY Date

By KEITH Q. BEAGLE, Managing Member



Site Map

-  DTC
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels

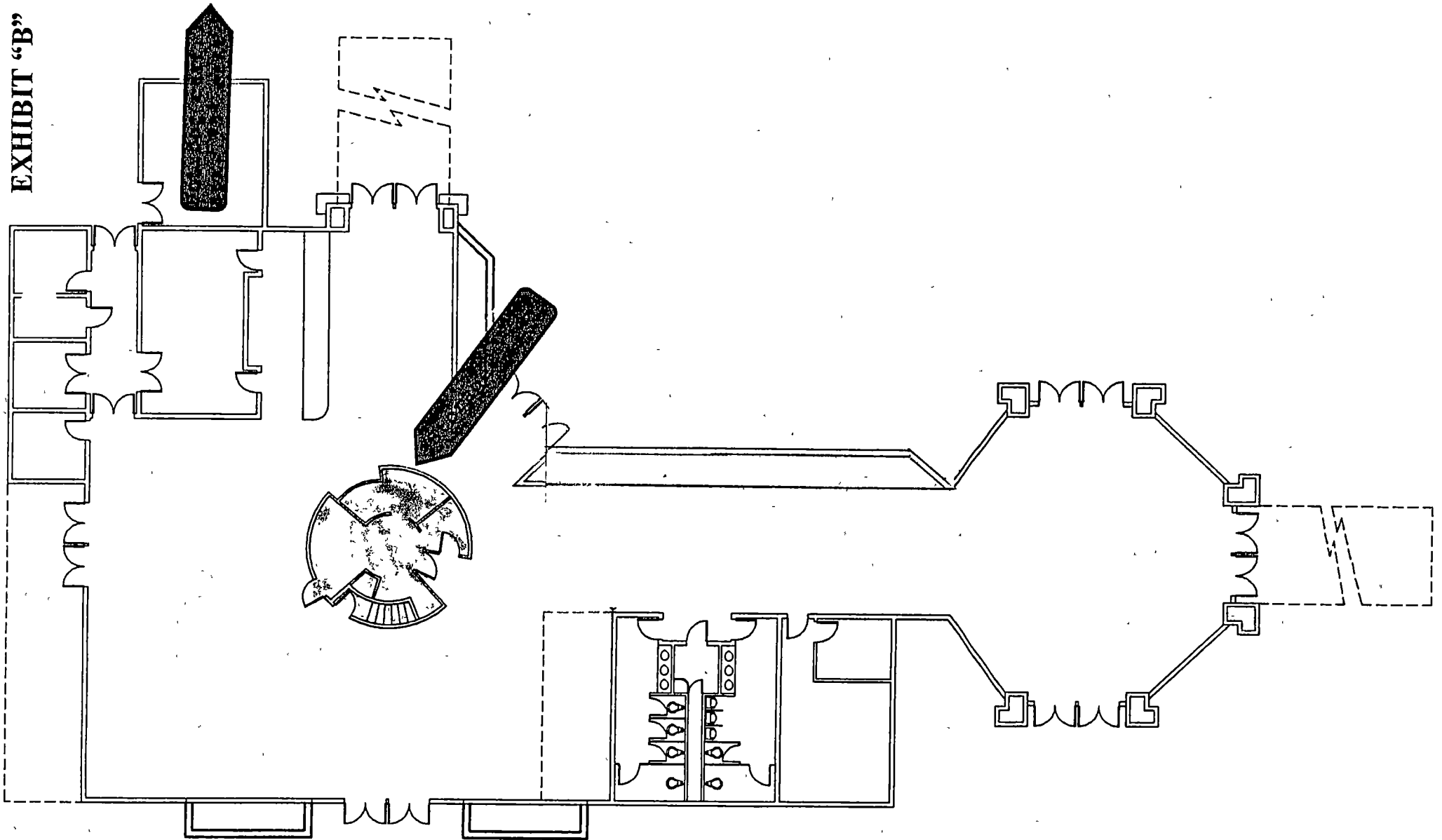


Real Estate & Asset Management



Date of Print: 10/20/2014

EXHIBIT "B"



Downtown Transportation Center — Floor Plan

PREPARED BY Marshall Hutchinson

February 17, 1993

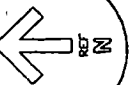
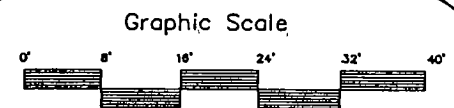


EXHIBIT "B-1"



EXHIBIT "C"**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1 - Contracting Entity (Name) Nevada Hospitality Service, LLC	Block 2 - Description Subject Matter of Contract/Agreement: Lease Agreement
Name 1975 Village Center Circle #140	
Address Las Vegas, NV 89134	
EIN or Social Security # 46-04-70-574	

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

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.			
			PHONE
1.	Keith Q. Beagle	Sole Member	702-528-7775
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: N/A

EXHIBIT "C"

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.

K. B. Beahm

Name

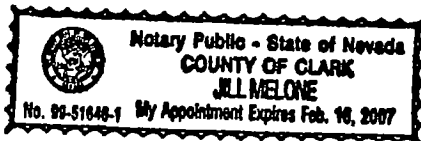
10/5/04

Date

Subscribed and sworn to before me this 5th day of

October, 2004.

Jill Melone
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 19, 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, COME TO THE PODIUM AND 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:

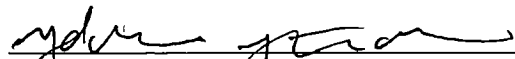
None.

(3:09)

1-205

THE MEETING ADJOURNED AT 3:09 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK

October 27, 2004