

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, DECEMBER 14, 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 an Exclusive Negotiating Agreement between City Parkway V and Related Companies for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the UPRR Rail line, APN 139-34-110-003 - Ward 5 (Weekly)
2. Discussion and possible action regarding an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for an approximate two hundred square-foot Double Check Detector Assembly (DCDA) on APN 139-25-405-008 located in the vicinity of Harris Avenue and Mojave Road commonly known as The Animal Foundation Regional Animal Campus - Ward 3 (Reese)
3. Discussion and possible action regarding an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for a Double Check Detector Assembly (DCDA) Easement-1 containing approximately one hundred and fifty square-feet on APN 139-27-708-008 commonly known as the Reed Whipple Cultural Center located at 821 Las Vegas Boulevard North - Ward 5 (Weekly)
4. Discussion and possible action regarding an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for a Double Check Detector Assembly (DCDA) Easement-2 containing approximately two hundred and twenty-five square-feet on APN 139-27-708-011 commonly known as the Reed Whipple Cultural Center located at 821 Las Vegas Boulevard North - Ward 5 (Weekly)
5. Discussion and possible action regarding an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for an approximate two hundred and seventy square-foot Easement on APN 139-34-712-125 commonly known as the Downtown Community Center located at 310 South 9th Street - Ward 5 (Weekly)
6. Discussion and possible action regarding a Lease Agreement with the State of Nevada, Department of Administration, Division of Buildings and Grounds on behalf of the Department of Human Resources, Welfare Division for lease of approximately 30,840 square-feet of office space located at 1040 West Owens (\$1,029,492 revenue for duration of contract) - Ward 5 (Weekly)
7. Discussion and possible action regarding a Lease Addendum Number 3 between the City of Las Vegas (City) and 730 LTD regarding lease of an office building located at 730 Las Vegas Boulevard South and the option to purchase the adjoining paved parking lot located at 708 Las Vegas Boulevard South - Ward 5 (Weekly)
8. Discussion and possible action regarding acceptance of a Right-of-Entry from the Clark County School District (CCSD) to the City of Las Vegas (City) for access to Garside Elementary Pool area located at 300 South Torrey Pines Drive (\$3,500 - Americans with Disabilities Act [ADA] Fund) - Ward 1 (Moncrief)

140V
continued

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9. Discussion and possible action regarding a Lease Agreement with the Las Vegas Convention and Visitors Authority (LVCVA) for use of facilities at the Cashman Center located at 850 North Las Vegas Boulevard to hold Councilman Lawrence Weekly's Children's Christmas Surprise - Ward 5 (Weekly)
10. Discussion and possible action regarding a Sales Agreement between the City of Las Vegas (City) and Backwall Development, LLC, for the sale of 4086 Spring Leaf Drive at a price of \$250,000 to repay a loan from Community Development Block Grant (CDBG) Revolving Loan Fund - County (near Wards 1 and 2 - Moncrief and Wolfson)

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

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

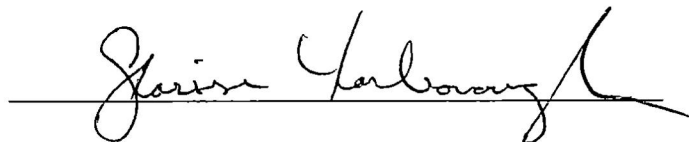
(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Sharisse Yarborough, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **7th** day of **December, 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 **14th** day of **December, 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.

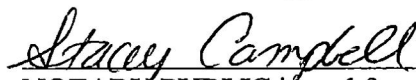


SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

7TH day of December, 2004


NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Sharisse Yarborough, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **7th** day of **December, 2004** at the hour of **4:05 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **14th** day of **December, 2004**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

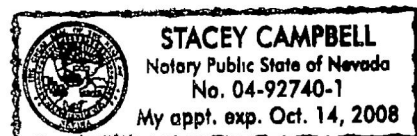
Sharisse Yarborough
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

7TH day of December, 2004

Stacey Campbell
NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 2004

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY PUBLIC WORKS DIRECTOR JOHN McNELLIS, 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

(3:04)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 an Exclusive Negotiating Agreement between City Parkway V and Related Companies for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the UPRR Rail line, APN 139-34-110-003 - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Through a Request For Proposal process, Related Companies has been selected as Master Developer to furtherance the development of the 61-acre parcel known as Union Park. City Parkway V has negotiated an Exclusive Negotiating Agreement (ENA) with Related Companies that outlines the duties and responsibilities of both parties during the negotiation of the Disposition and Development Agreement. The ENA allows 90 days to bring a Disposition and Development Agreement for City Council approval.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Exclusive Negotiating Agreement
3. Disclosure of Principals
4. Location Map

MOTION:

COUNCILMAN WOLFSON recommended Item 1 be held in abeyance to 1/4/2004 Real Estate Meeting. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

SCOTT ADAMS, Office of Business Development, asked that the item be abeyed to the first agenda in January.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:04 - 3:05)

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AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: DECEMBER 14, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN CITY PARKWAY V AND RELATED COMPANIES FOR UNION PARK

Salient points of the Exclusive Negotiating Agreement are as follows:

1. The period of time in which to negotiate a Disposition and Development Agreement is 90 days.
2. Developer will have exclusivity in connection with the overall development of Union Park.
3. The developer shall submit a \$500,000 Good Faith deposit for the duration of the negotiations, which is refundable if a Disposition and Development Agreement (DDA) cannot be reached.
4. Upon execution of a DDA, an additional \$1,500,000 deposit will be required.
5. City Parkway V (CPV) and Related Companies (Developer) shall determine the feasibility of Developer acting as Master Developer of Union Park.
6. Developer will develop a:
 - a) Conceptual Development Plan for the first phase of development,
 - b) Phasing Plan,
 - c) Business Plan,
 - d) Financial Plan,
 - e) Staffing Plan, and
 - f) Market Study and Marketing Plan

PRELIMINARY DRAFT

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2004 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV") and RELATED _____, a _____ ("Developer"), on the terms and provisions set forth below.

WHEREAS:

A. CPV (i) is the owner of that certain approximately 61 acre site in Las Vegas, Nevada known as Union Park as depicted and described on Exhibit "A" attached hereto ("Union Park") and (ii) CPV and the City desire that an urban, mixed-use master planned community be developed on Union Park.

B. CPV has completed a process by which it has developed a master plan for the development of Union Park consistent with its intent to develop an urban, mixed-use master planned community on Union Park.

C. CPV has undertaken a process for a request for proposals from interested parties to act as the master developer of Union Park consistent with such master plan.

D. CPV has selected Developer as the party with whom CPV desires to proceed on an exclusive basis with investigating and determining the feasibility of Developer acting as the master developer of Union Park consistent

with the Master Plan.

E. Developer desires to proceed with CPC in investigating and determining the feasibility of Developer acting as the master developer of Union Park consistent with the Master Plan.

F. CPV and Developer mutually desire to enter into this Agreement to set forth the terms and conditions by which they shall mutually proceed to undertake the determination of the feasibility of Developer acting as the master developer of Union Park.

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

1. Definitions. The following terms in this Agreement shall have the following definitions:

"Academic Medical Center" shall mean that mixed use medical center CPV planned for the Medical Center Phase as set forth in the Master Plan.

"Business Plan" shall have the meaning set forth in subsection 3(c) below.

"City" means the city of Las Vegas, Nevada.

"Council" means the Council of the City of Las Vegas, Nevada.

"CPV" shall have the meaning set forth in the first paragraph of this Agreement.

"DDA" shall have the meaning set forth in subsection 3(h) below.

"Developer" shall have the meaning set forth in the first paragraph of this Agreement.

"Development Phase(s)" shall have the meaning set forth in subsection 3(c) below.

"Key Persons" means (i) for Developer the following individuals: _____ and (ii) for the CPV the following individuals: Douglas A Selby, President City Parkway V, Inc and Scott D. Adams, Director City of Las Vegas Office of Business Development.

"Master Plan" means [INSERT DESCRIPTION OF DESIGN WORKSHOP PRODUCT CONSTITUTING MASTER PLAN AS REVISED BY DEVELOPER IN PROPOSAL DATED SEPTEMBER 1, 2004.]

"Medical Center Phase" shall mean that portion of Union Park set forth in the Master Plan as planned for the Academic Medical Center.

"Mixed Use Conceptual Plan" shall have the meaning set forth in subsection 3(a) below.

"Mixed Use Phase" shall have the meaning set forth in subsection 3(a) below.

"Party(ies)" means Developer and CPV individually and Developer and CPC collectively.

"Performing Arts Agreement" means that certain agreement dated _____ between CPV and the Las Vegas Performing Arts Foundation, Inc.

"Phase 1" shall have the meaning set forth subsection 3(g) below.

"Phasing Plan" shall have the meaning set forth in subsection 3(b) below.

"Physical Feasibility Review Period" shall have the meaning set forth in subsection 7(a) below.

"Ruvo Commitment" means _____.

"Schedule" shall have the meaning set forth in subsection 4(a) below.

"Term" shall have the meaning set forth in Section 2 of this Agreement.

"Union Park" shall have the meaning set forth in Recital A of this Agreement.

2. Term of Agreement. The term of this Agreement (the "Term") shall commence on the date of execution by CPV and automatically expire Ninety (90) days thereafter.

3. Purpose. CPV and Developer agree that their mutual goal under this Agreement is to determine the feasibility of Developer acting as Master Developer of Union Park. In connection with such determination, the Parties shall attempt to mutually agree on various plans and concepts relating to the development of Union Park all of which shall be consistent with the Master Plan, to mutually agree on the first phase of development of Union Park and to negotiate and enter into a definitive agreement with Developer as master developer of Union Park. CPV and Developer agree to proceed expeditiously and in good faith to determine the feasibility of Developer acting as Master Developer of Union Park, including the completion of the various matters set forth in this Agreement. Developer acknowledges that it has reviewed and

approves the Master Plan and agrees that the development of Union Park is intended to be materially consistent with the Master Plan in all respects, including, without limitation, _____ [DESCRIBE CRITICAL ELEMENTS]. As part of such feasibility determination, Developer and CPV will attempt to develop and mutually agree upon the following matters:

(a) Conceptual Plan and Master Plan Approval. Developer will develop at its sole cost and expense an overall conceptual development plan (the "Mixed Use Conceptual Plan") for the first phase of development of Union Park consisting of approximately 40 acres as depicted and described on Exhibit "B" attached hereto (the "Mixed Use Phase"). The Mixed Use Conceptual Plan will include, without limitation, the following:

- (i) Building Uses;
- (ii) Building Types;
- (iii) Site wide infrastructure plan and construction schedule;
- (iv) Parking strategy;
- (v) Plazas and Park Site;
- (vi) Massing strategy;
- (vii) Streetscapes and pedestrian walkways; and
- (viii) Recommended approach to LEED certification.

(b) Phasing Plan and Construction Schedule. Developer at its sole cost and expense will prepare a plan (the "Phasing Plan") for the phasing of the commencement and completion of the distinct phases of development for the

Mixed Use Phase. Such distinct phases of development within the Mixed Use Phase are hereinafter referred to as "Development Phase(s)". The Phasing Plan will include an agreed construction schedule for the development of each Development Phase within the Mixed Use Phase, including the construction of site infrastructure. The Phasing Plan will identify the proposed mix of uses, projected density, projected building sizes and projected infrastructure to be constructed as part of each Development Phase.

(c) Business Plan. Developer will at its sole cost and expense develop a detailed business plan for the development of Phase 1, including pro forma financial projections for the duration of development of Phase 1 and underlying market projections and assumptions (the "Business Plan"). The Business Plan will contain such line items as mutually agreed upon by CPV and Developer. The final Business Plan will be based on the overall business transaction agreed upon between the CPV and Developer and will project the fiscal impact of the proposed development of Union Park on CPV and the City.

(d) Financial Plan. Developer will at its sole cost and expense prepare and submit to CPV a proposed plan for financing the overall development of Union Park, including projected equity and debt requirements.

(e) Staffing Plan. Developer will at its sole cost and expense prepare and submit to CPV a proposed staffing plan to act a master developer of Union Park.

(f) Marketing Study and Marketing Plan.

(i) Developer at its sole cost and expense will have prepared an investment grade market analysis for the overall development of Union Park and a separate analysis for Phase 1. The consultant selected by Developer to complete such market studies shall be subject to the approval of CPV which approval shall not be unreasonably withheld. Developer will share the results of such market study with CPV.

(ii) Developer at its sole cost and expense will prepare a marketing plan and budget for the marketing of Union Park and Phase 1 (defined below).

(g) Development Phase 1. CPV and Developer will agree on the size and scope of the first Development Phase ("Phase 1"). In connection therewith, Developer at its sole cost and expense shall prepare and submit to CPV the following:

(i) Detailed conceptual drawings of the buildings to be constructed in Phase 1 which will include, without limitation, all infrastructure to be constructed.

(ii) A market feasibility study for Phase 1.

(iii) A detailed schedule for the construction and completion of Phase 1, including, without limitation, design timeline, governmental approval timeline, commencement of construction of the various elements of Phase 1 and completion of construction of the

various elements of Phase 1 and.

(iv) A detailed financial plan for the development of Phase 1 based upon the development schedule, including the projected fiscal impact of the development of Phase 1 on CPV and the City.

(h) Disposition and Development Agreement. CPV and Developer (with each Party bearing their respective costs and expenses including attorney's fees) will attempt to draft a mutually acceptable agreement setting forth their respective rights and obligations in respect to the Mixed Use Phase and the balance of Union Park (the "DDA"). The DDA shall commit Developer to complete the development of Phase 1 pursuant to the terms and conditions of the DDA and (ii) the DDA shall require a nonrefundable deposit in the amount of two million dollars (\$2,000,000.00) with CPV securing Developer's obligations to complete Phase 1. CPV and Developer acknowledge that their mutual goal is to agree upon a form of a DDA for submittal to the Council for approval prior to the expiration of the Term and to enter into such agreement upon such approval if such approval is granted by the Council.

(i) Other. Such other matters as either CPV or Developer may reasonably determine necessary to complete the feasibility determination.

4. Schedule for Submittals and Review; Meetings.

(a) Schedule. Attached hereto as Exhibit "C" is the "Schedule for Submittals and Review" (the "Schedule") identifying the various items that each respective Party is to submit along with the respective required date for

submittal and the timelines for review, comment and revision of any submission. The Parties agree to use their best efforts to comply with the Schedule.

(b) Meetings and City Council Presentations. The Parties agree to meet no less than two times per month at the offices of CPV in Las Vegas, Nevada and conduct conference calls on alternate weeks to review all submittals, to negotiate the DDA and to discuss all other matters related to the Feasibility Determination. In addition, the Parties agree to meet upon the request of a Party with no less than three (3) days written notice, provided, however, that all such meetings will take place at the offices of CPV. The Parties agree that their respective Key Persons shall be in attendance at all such meetings. In addition, Developer agrees that its respective Key Persons shall be required to make presentations at several meetings of the Council.

5. Exclusivity; Performing Arts, Medical, Etc.

(a) Exclusivity. CPV agrees that during the Term that (i) it shall deal exclusively with Developer in connection with the overall development of Union Park, (ii) it shall refer all parties interested in a portion(s) of Union Park to Developer and (iii) it shall not actively negotiate with any other person or entity regarding development of Union Park or any portion thereof other than those described in (b) below.

(b) Exceptions. Developer acknowledges that (i) CPV has existing commitments in connection with Union Park and (ii) CPV is actively seeking to

create the Academic Medical Center in the Medical Center Phase. Such existing commitments include the Performing Arts Agreement and the Ruvo Commitment. Developer acknowledges and agrees that (i) CPV shall have the right to honor and consummate its obligations under the Performing Arts Agreement and the Ruvo Commitment and (ii) CPV shall continue to pursue the development of an Academic Medical Center within the Medical Center Phase. CPV agrees however to coordinate all such activities with Developer.

6. Developer Due Diligence. Developer shall conduct its own independent due diligence review concerning the various matters relating to all aspects of the development of Union Park, including the physical review described in Section 7 below. CPV shall cooperate in providing Developer with appropriate information and assistance in conducting such due diligence review. Such cooperation will include assistance in arranging meetings with those persons reasonably determined by Developer as necessary in completing Developer's due diligence review. In connection therewith, Developer acknowledges receiving that documentation and information set forth on Exhibit "D" attached hereto.

7. Physical Review.

(a) Physical Review. Developer at its sole cost and expense will have the time set forth in the Schedule to conduct a physical inspection of Union Park (the "Physical Feasibility Review Period"). During the Physical Feasibility Review Period, Developer, and its representatives (including

architects and engineers) will have the right to enter upon and inspect Union Park 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 reasonably require, provided that such inspections and tests will not materially damage Union Park in any respect. CPV will make available for Developer's review all material in CPV's possession related to the physical condition of Union Park and Center, including, without limitation, all reports and documents related to the environmental condition of Union Park. In addition, CPV will facilitate and assist in arranging meetings with such third parties as reasonably requested by Developer to assist in Developer's reviews.

(b) Plan. Developer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of Union Park, Developer will provide CPV with a written plan for such activities which will set forth the intended actions and the steps to be taken to comply with the provisions of this paragraph (b). Such plan will set forth precautions to be taken to insure that the existing state of any Hazardous Materials in Union Park will not be negatively impacted or otherwise exacerbated. Developer agrees that such plan will be subject to the approval of CPV, which approval shall not be unreasonably withheld, and that CPV shall have the right to have its representatives present during such activities. In addition, Developer acknowledges that Union Pacific Railroad (x)

must be notified of such investigations and (y) has the right to have representatives present during such investigations.

(c) Restoration. All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Developer will promptly restore Union Park 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 recompactd to the original condition of Union Park and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompactd to the original condition of Union Park. 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, Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPV) CPV, City, their respective affiliates or assignees and their respective 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 Union Park 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 CPV of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement. Developer covenants and agrees upon request of CPV to promptly deliver to CPV without charge therefore, the results and copies of any and all third party feasibility studies including but not limited to environmental studies, soils studies, market studies and financial analyses and related correspondence.

8. Effect of Agreement.

(a) CPV and City. Developer agrees that this Agreement does not (i) constitute any disposition of any interest or control whatsoever in Union Park and (ii) does not create or grant to the benefit of Developer any right or interest whatsoever in Union Park. Developer further agrees that (i) the execution of this Agreement by CPV is merely an agreement by CPV to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) neither CPV or the City is under any obligation to enter into the DDA or any other agreement whatsoever with Developer in connection with

Union Park or otherwise and (iii) the decision to enter into the DDA or any other agreement with Developer is at the sole and unfettered discretion of CPV and the Council as to any and all proceedings and decisions in connection with the DDA.

(b) Developer. CPV further agrees that (i) the execution of this Agreement by Developer is merely an agreement by Developer to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) Developer is not under any obligation to enter into the DDA or any other agreement whatsoever with CPV and/or the City in connection with Union Park or otherwise and (iii) the decision to enter into the DDA or any other agreement with CPV and/or the City is at the sole and unfettered discretion of Developer.

9. Non-Performance; Good Faith Deposit.

(a) Default. In the event (i) a Party has failed or is failing to perform an obligation of such Party hereunder and (ii) the NP Party does not perform such obligation within ten (10) days written notice by the other Party, the non-performing Party shall be in default of this Agreement.

(b) CPV Rights. In the event Developer is in default of this Agreement, then CPV shall have the following sole and exclusive rights and remedies upon written notice to Developer:

- (i) Terminate this Agreement; and
- (ii) Retain the GF Deposit as CPV's liquidated damages or

the breach of this Agreement by the Developer. It is expressly understood and agreed between CPV and the Developer that CPV's actual damages for any such breach by the Developer would be substantial but extremely difficult to ascertain and that the GF Deposit is a good faith and fair estimate of such damages.

Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 7 above and Section 14 below.

(b) Developer Rights. In the event CPV is in default of this Agreement, then Developer shall have the as its sole and exclusive right the right to terminate this Agreement upon written notice to CPV and receive a refund of the GF Deposit in full. Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 7 above and Section 14 below.

(c) Good Faith Deposit. Concurrently with its execution of this Agreement, the Developer has delivered to CPV a deposit to secure the good faith performance of its obligations under this Agreement (the "GF Deposit") in the amount of five hundred thousand Dollars (\$500,000.00) refundable if the terms of a DDA cannot be negotiated to the satisfaction of both parties. It is

expected that the Good Faith deposit will increase to \$2 million upon execution of the DDA as stipulated in the Request For Proposal.

(d) Non-Liability of Officials. No officers, shareholders, officials (elected or otherwise) or employees or consultants of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement. No officers, shareholders, partners, directors or employees of Developer shall be personally liable to CPV or the City for any default or breach by Developer, for any amount which may become due to CPV or the City or for any obligation of Developer under the terms of this Agreement.

(e) Non-Liability for Developer Expenses. Developer hereby agrees and acknowledges that neither CPV nor the City shall have any obligation to reimburse or otherwise pay to Developer any costs and expenses incurred by Developer in connection with this Agreement in any way notwithstanding that a DDA is not consummated or that this Agreement is terminated for any reason whatsoever. Developer agrees that all such costs and expenses are to be borne solely by Developer and that Developer will make no claim whatsoever against CPV or the City for reimbursement or otherwise for or in connection with such costs and expenses.

10. Developer.

(a) Organization. Developer is a _____ corporation duly

authorized to conduct business in the State of Nevada. The principal office of Developer is:

«Address1»
«CityStateZip»
Phone: «Phone»
FAX: «Fax»

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

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

11. Conflict of Interest.

(a) City Officials. An official of the City, who is authorized in such capacity and on behalf of CPV to negotiate, make, accept or approve, or take

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

(b) No Interest. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, CPV may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

(c) Developer Disclosure. Developer represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of Developer on Exhibit "E" and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

12. Commissions. Neither the City nor CPV shall not be liable for any real estate commission or brokerage fees relating to this Agreement or the

transactions contemplated hereunder. Developer represents and warrants that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold CPV and the City harmless from any claim by any broker or finder retained by Developer.

13. Developer's Financial Capability. Within ten (10) days of the effective date of this Agreement, Developer shall submit to CPV satisfactory evidence of its ability to act as master developer of Union Park, including, without limitation, financial statements for the last three (3) years including income statements and balance sheets and tax returns. All such documents provided to CPV shall be stamped "Proprietary Information and Confidential" and CPV shall return all such information after completion of its analysis.

14. Developer's Indemnity. Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPV) CPV, City, their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature relating to or otherwise resulting from or in connection with Developer's activities under this Agreement. The indemnity obligations of Developer under this Section 14 will survive any termination of this Agreement.

15. Miscellaneous.

(a) No Assignment. No party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other Party which may be granted or withheld at a Party's sole discretion.

(b) Notices. Formal notices, demands and communications between CPV and 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 CP and 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 CPV: 400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: President

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

Michael C. Niarchos
Rosenfeld & Hansen
3800 Howard Hughes Parkway Suite 650
Las Vegas, Nevada 89109

If to Developer:

With a copy to:

(c) Entire Agreement. 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.

(d) Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

(e) 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.

(f) Applicable Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(g) 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.

(h) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

(i) Subsequent CPV Approvals. Any approvals or waivers required of CPV under this Agreement may be given by the President of CPV or such other person as CPV designates in writing, unless the President determines in his/her sole discretion that the approval of the Council is required.

(j) Attorneys' Fees. If either Party shall breach its representations or shall fail to fulfill or perform any of its covenants or obligations in this Agreement, that party shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event legal action or any arbitration or other proceeding is commenced.

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

CITY PARKWAY V, INC., a
Nevada nonprofit corporation

By _____

Title _____

ATTEST:

APPROVED AS TO FORM:

Michael C. Newberry Esq 12/6/04
Date

DEVELOPER

By _____

Title _____

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
The Related Companies, L.P.	
Name	625 Madison Avenue
Address	NY, NY 10022
Telephone	212-421-5333
EIN or DUNS	13-367-6645

Block 2	Description
Subject Matter of Contract/Agreement	
Union Park Master Developer	
RFP No. 050006-DK	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Stephen M. Ross	625 Madison Ave, NYC, 10022	(212) 421-5333
2.	Jorge N. Perez		
3.	Kenneth A. Himmel	625 Madison Ave, NYC, 10022	(212) 421-5333
4.	Jeff T. Blau	" " " " " "	(212) 421-5333
5.	Martin S. Burger	" " " " " "	(212) 421-5333
6.	Ronald W. Wackrow	" " " " " "	(212) 421-5333
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

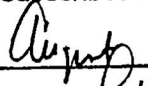
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

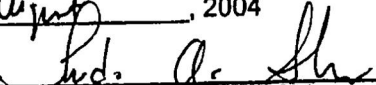

Martin S. Burger

Date

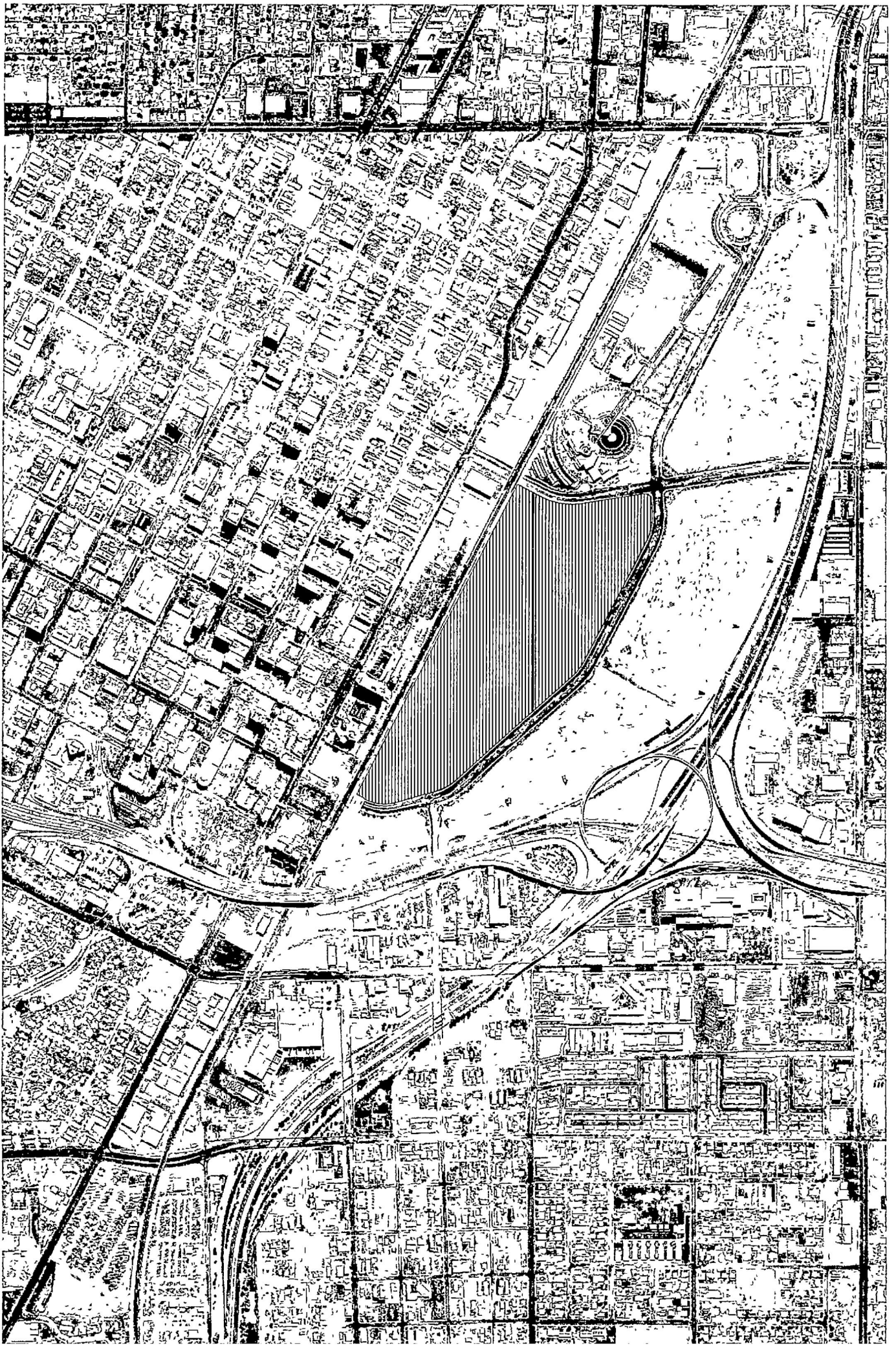
Aug 25, 2004

Subscribed and sworn to before me this 25th day of

 2004


Notary Public

LINDA A SHAY
NOTARY PUBLIC, State of New York
No. 486212
Qualified in Suffolk County
Commission Expires August 25, 2006



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for an approximate two hundred square-foot Double Check Detector Assembly (DCDA) on APN 139-25-405-008 located in the vicinity of Harris Avenue and Mojave Road commonly known as The Animal Foundation Regional Animal Campus - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is granting an Easement and Rights-of-Way to LVVWD for water lines and appurtenance(s). A necessary part of this project is an approximate two hundred square-foot DCDA on the property. This Easement is associated with a Non-Standard Service Agreement approved at Council on 6/21/00.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Non-Standard Service Agreement

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 an easement to the water district to allow water facilities to be built at the Animal Foundation on Mohave Road. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:05 - 3:06)

1-35

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

EASEMENT AND RIGHTS-OF-WAY

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

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

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

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1 00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

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

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

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

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

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

...
...

139-25-405-008

LVVWD Easement

Item # _____

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

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

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Stuenkel 12/02/04
DEPUTY CITY ATTORNEY DATE

...

...

139-25-405-008

LVVWD Easement

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

EXHIBIT "A"

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

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

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

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

CONTAINS 196 SQUARE FEET, MORE OR LESS.

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

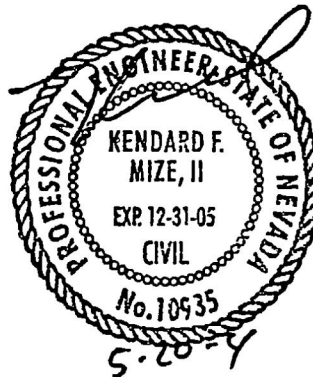
BASIS OF BEARINGS:

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

SAID LINE BEARS SOUTH 88°41'44" EAST.

PREPARED BY:

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



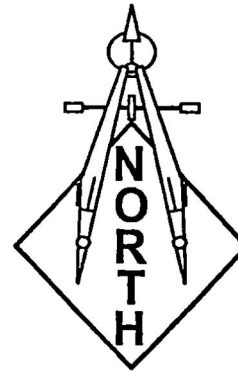
APN: 139-25-405-008

EXHIBIT 'B'

GRAPHIC SCALE

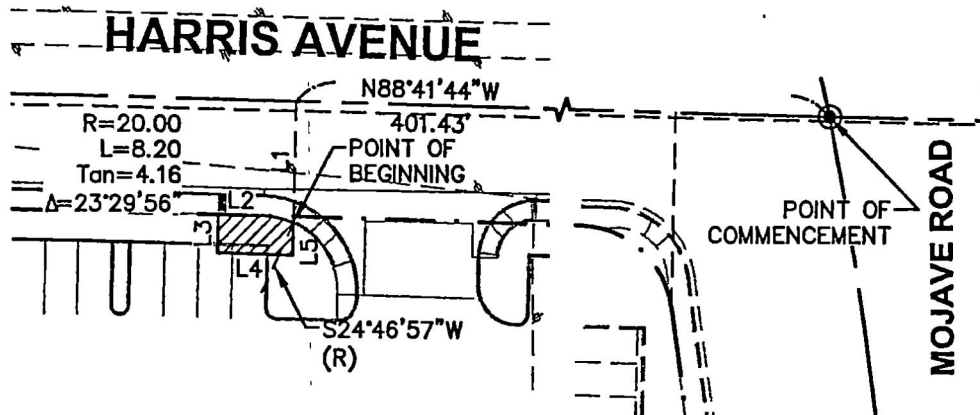


(IN FEET)
1 inch = 50 ft.



LINE TABLE

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



LEGEND	FOUND MONUMENTATION	FILE NAME:	C-DR ESMT 2.dwg
CENTER LINE		SECTION LINE	
ROW LINE		PROPERTY LINE	
EASEMENT LINE		ADJACENT PROPERTY LINE	

DRAWN BY: B.D.A.	SCALE: 1"=50'	10'x20' LVVWD EASEMENT	PROJECT No.:
CHECKED BY: K.M.	DATE: 04/21/04		7105
LOCHSA ENGINEERING 5828 SPRING MTN. RD. SUITE 308 LAS VEGAS, NV 89146 P: 702 365-9312, F: 702 365-9317		THE ANIMAL FOUNDATION REGIONAL ANIMAL CAMPUS	SHEET No.
			C1 SHEET 1 OF 1

Parcel name: 10'x20' LVVWD EASEMENT

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

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

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.01

Course: S 46-57-57 E

Error North: -0.004

East : 0.005

Precision 1: 5,856.00

NON-STANDARD SERVICE AGREEMENT

THIS AGREEMENT entered into by and between the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter referred to as "District", and **City of Las Vegas**, whose address is 400 Stewart Avenue, Las Vegas, NV 89101, hereinafter referred to as "Customer", provides and stipulates as follows:

WHEREAS, Customer is owner of real property generally located on the west side of Mojave Road, south of Harris Avenue, further described as Clark County Assessor's Parcel Number 139-25-801-002, as shown on attached Exhibit I, which is designated as a commercial lot, is desirous of obtaining water service from the District through non-standard service connection and has made application for water service to said real property; and

WHEREAS, the District is in the business of distributing and providing water service to the area in which the Customer's property is situated; and

WHEREAS, a water main is not accessible or does not exist in a dedicated right-of-way contiguous to the Customer's property at the location of the requested service connections from which service can be provided through standard service connections as defined in the District's Service Rules

NOW, THEREFORE, Customer agrees that installation of the non-standard service connections to a District water main is contingent upon fulfillment of the following conditions and covenants:

1. Customer obtaining an easement or rights-of-way grant, acceptable to the District, permitting and authorizing installation of a private water service line in and across private property from the outlet side of the meters to the property to be served. Rights-of-way or easements across private property shall be recorded by Customer in the office of the Clark County Recorder and copies of the recorded rights-of-way and easements shall be provided to the District.
2. Customer's assumption of responsibility for maintenance and repair of the private water service line and subject to the limitations of liability set forth in NRS 41.035 1) acceptance of responsibility for any and all personal injury and damage to public or private property resulting from rupture or malfunction of the private water service lines by any and all causes and 2) to hold District harmless from any and all claims arising from the installation or use of such non-standard connections or service line. Further, Customer's assumption of responsibility for water quality from the outlet side of the meter to the property to be served
3. Extension of or interconnections of the private water service line to serve other properties will not be permitted.
4. Payment of installation and connection charges and other applicable fees and deposits, to be made by The Animal Foundation.
5. Customer's fulfillment of all requirements of the water commitment process.

District agrees to allow service connections in accordance with the District's Service Rules to an existing main at a location which, in the District's opinion, is best situated to provide non-standard service connections within public rights-of-way or easements. Further, the District shall be responsible for maintenance and operation of said service connections, which does not include the private water service lines.

IT IS MUTUALLY AGREED THAT:

- A. This Agreement shall terminate simultaneously with relocation of easement and right-of-way grants for private water service line.
- B. This Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, a District provided assignment form should be completed, and a fully executed duplicate original should be returned to the District.
- C. The effective date of this Agreement is the date that the Agreement is formally executed by the District.
- D. The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.

IN WITNESS WHEREOF, the Customer has executed this Agreement on the 26th day of June, 2000.

CUSTOMER:
City of Las Vegas

Oscar B. Goodman
Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

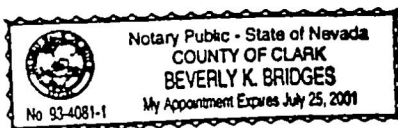
Thomas R. Green
6-9-00 Date

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

On 6-26-2000, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared Oscar B. Goodman, known to me to be the person 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.

WITNESS my hand and official seal.

Beverly K. Bridges
Notary Public

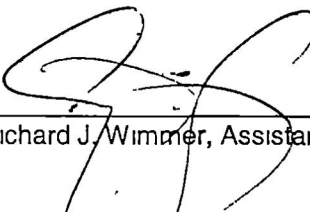


Notary Stamp/Seal

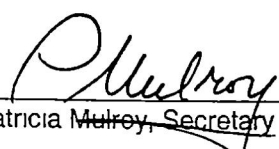
THIS AGREEMENT shall be in full force and effect as of the 9th day of August, 2000, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

ATTEST.

LAS VEGAS VALLEY WATER DISTRICT



Richard J. Wimmer, Assistant Secretary (ACTING)

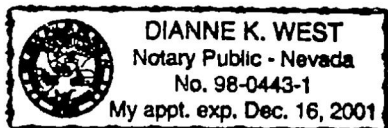


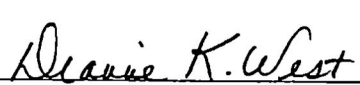
Patricia Mulroy, Secretary

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

On August 8, 2000, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared Patricia Mulroy & ^{Carry Cary} Richard J. Wimmer known to me to be the persons 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.

WITNESS my hand and official seal.





Dianne K. West
Notary Public

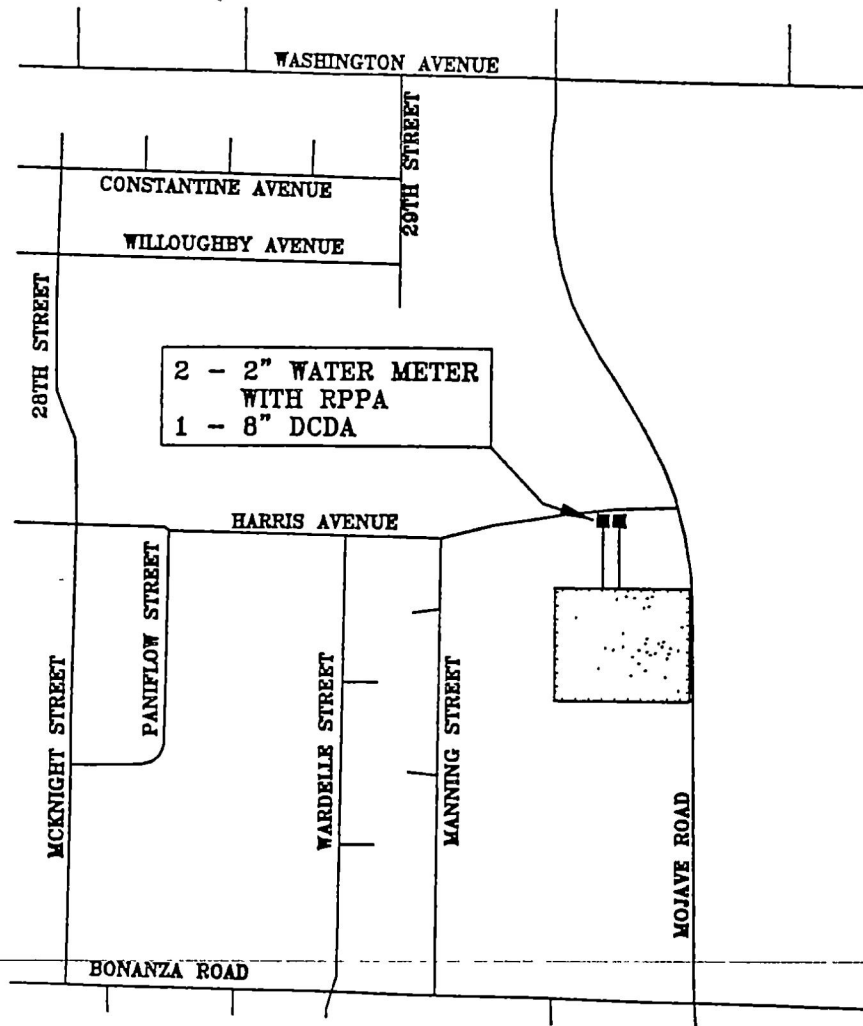
Notary Stamp/Seal

FOR RECORDER'S USE ONLY

EXHIBIT I

ANIMAL FOUNDATION
APN 139-25-801-002
PROJECT #22138

DATE DOCUMENT/00000/ADDITIONAL
IN FEET



2 - 2" WATER METER
WITH RPPA
1 - 8" DCDA

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
DEVELOPMENT SERVICES (258-3297)
1001 S. VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF
LAS VEGAS VALLEY WATER DISTRICT
08-10-2000 14:43 DBX 4
BOOK 20000810 INST 00943
FEE 10.00 RPTT .00
AGREEMENT
CONFORMED COPY HAS NOT BEEN COMPARED TO THE ORIGINAL

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for a Double Check Detector Assembly (DCDA) Easement-1 containing approximately one hundred and fifty square-feet on APN 139-27-708-008 commonly known as the Reed Whipple Cultural Center located at 821 Las Vegas Boulevard North - Ward 5 (Weekly)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of the water lines and appurtenance(s). A necessary part of this project is the associated backflow prevention devices. DCDA Easement-1 contains approximately one hundred and fifty square-feet and is associated with an Interlocal Agreement approved at Council on 9/15/04.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Interlocal 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, noted this is an easement to the water district for water facilities at Reed Whipple Cultural Center and he recommended approval.

AL GALLEGOS, Las Vegas resident, questioned what a double check detector assembly is since it will be located in the area where he lives. CITY MANAGER DOUG SLEBY clarified it will be an assembly that brings the water line above ground that has special valving to prevent backflow and is generally encased in large boxes.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:07 - 3:08)

A.P.N. 139-27-708-008

EASEMENT AND RIGHTS-OF-WAY

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

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

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

W I T N E S S E T H:

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

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

The **GRANTOR**, its successors and assigns agree that:

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

December 1, 2004
A.P.N. 139-27-708-008

Item # _____

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

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

Signator for **GRANTOR** warrants that he has the legal authority to bind the parties hereto and **GRANTOR** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand this _____ day of _____, 2004.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 11/10/04
DEPUTY CITY ATTORNEY DATE

December 1, 2004
A.P.N. 139-27-708-008

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

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

EXHIBIT A

LEGAL DESCRIPTION

LVVWD EASEMENTS ASSOCIATED WITH REED WHIPPLE CENTER

BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY NEVADA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

30' OFFSITE WATERLINE EASEMENT

COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" WEST A DISTANCE OF 578.76 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 754.52 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 86°12'56" WEST A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 86°12'56" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1900.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 6°07'22", AN ARC DISTANCE OF 203.04 FEET; THENCE SOUTH 09°54'26" WEST A DISTANCE OF 191.60 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 79°56'37" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS 307.31 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°16'23", AN ARC DISTANCE OF 232.10 FEET; THENCE SOUTH 36°40'14" EAST A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 36°40'14" WEST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 337.31 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°16'47", AN ARC DISTANCE OF 254.80 FEET; THENCE NORTH 09°54'26" EAST A DISTANCE OF 191.64 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 80°05'34" WEST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1930.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 6°07'22", AN ARC DISTANCE OF 206.25 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 19,191.40 SQUARE FEET MORE OR LESS.

DCDA EASEMENT-1

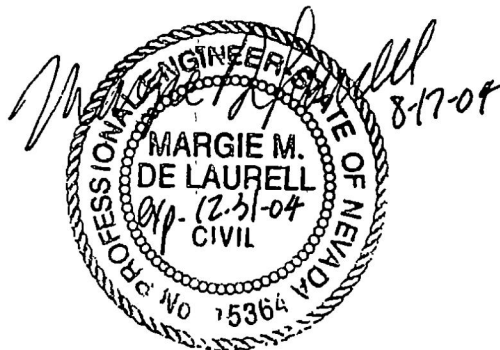
COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1157.32 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 912.36 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 42°54'26" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 47°05'34" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 42°54'26" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 47°05'34" WEST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 150.00 SQUARE FEET MORE OR LESS.

DCDA EASEMENT-2

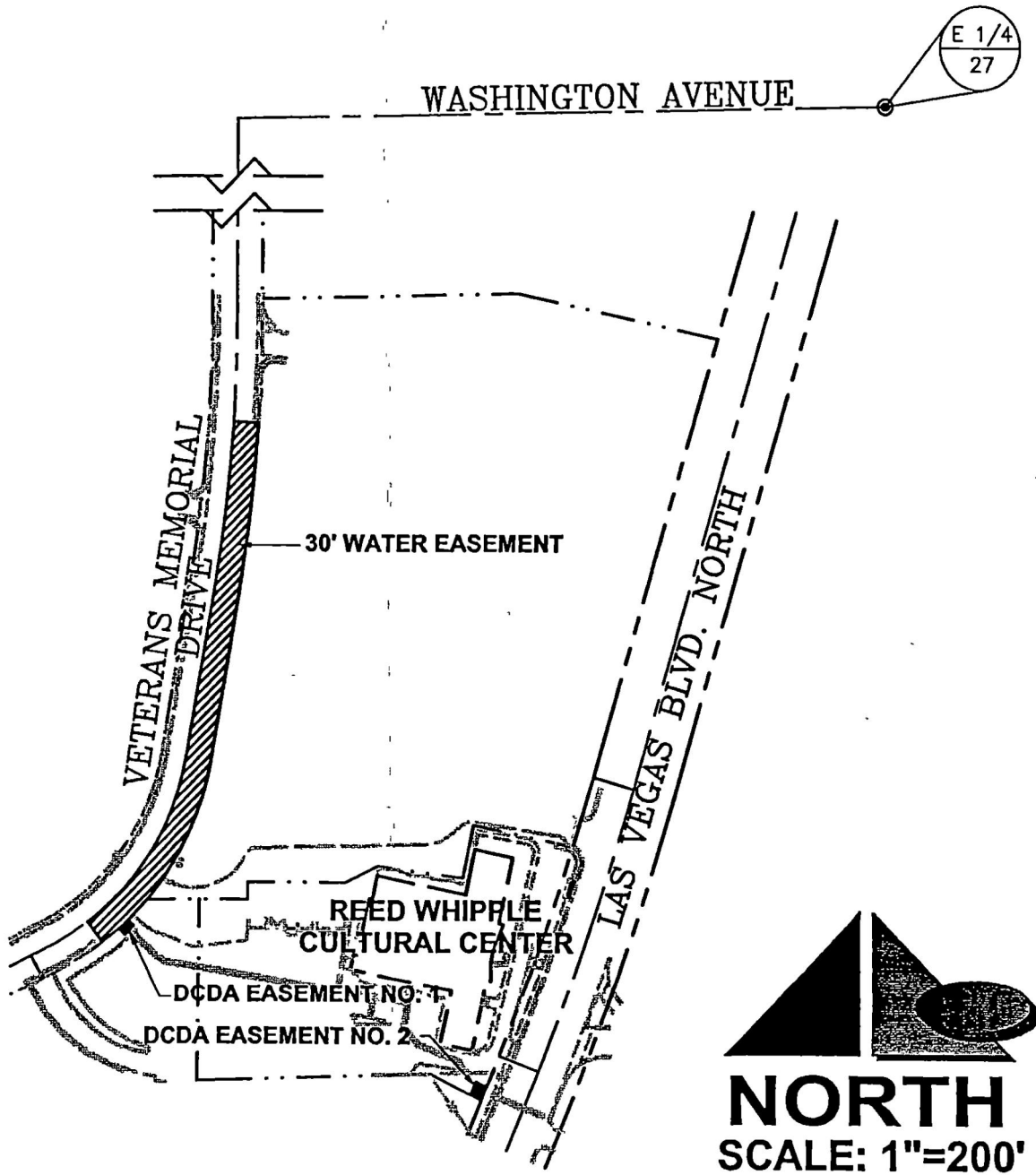
COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1354.16 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 480.59 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 67°37'30" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 22°22'30" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 67°37'30" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 22°22'30" EAST A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 225.00 SQUARE FEET MORE OR LESS.



Prepared by:
Margie De Laurell, P.E.
Nevada By Design
3515 E. Harmon Avenue
Las Vegas NV 89121

A.P.N.: 139-27-708-008,010,011
GRANTOR: CITY OF LAS VEGAS



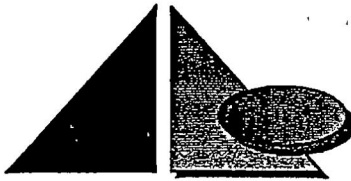
Nevada By Design

ENGINEERING CONSULTANTS
3515 East Harmon Avenue
Las Vegas, NV 89121
Phone: (702) 938-1525
Fax: (702) 938-1530
www.NVByDesign.com

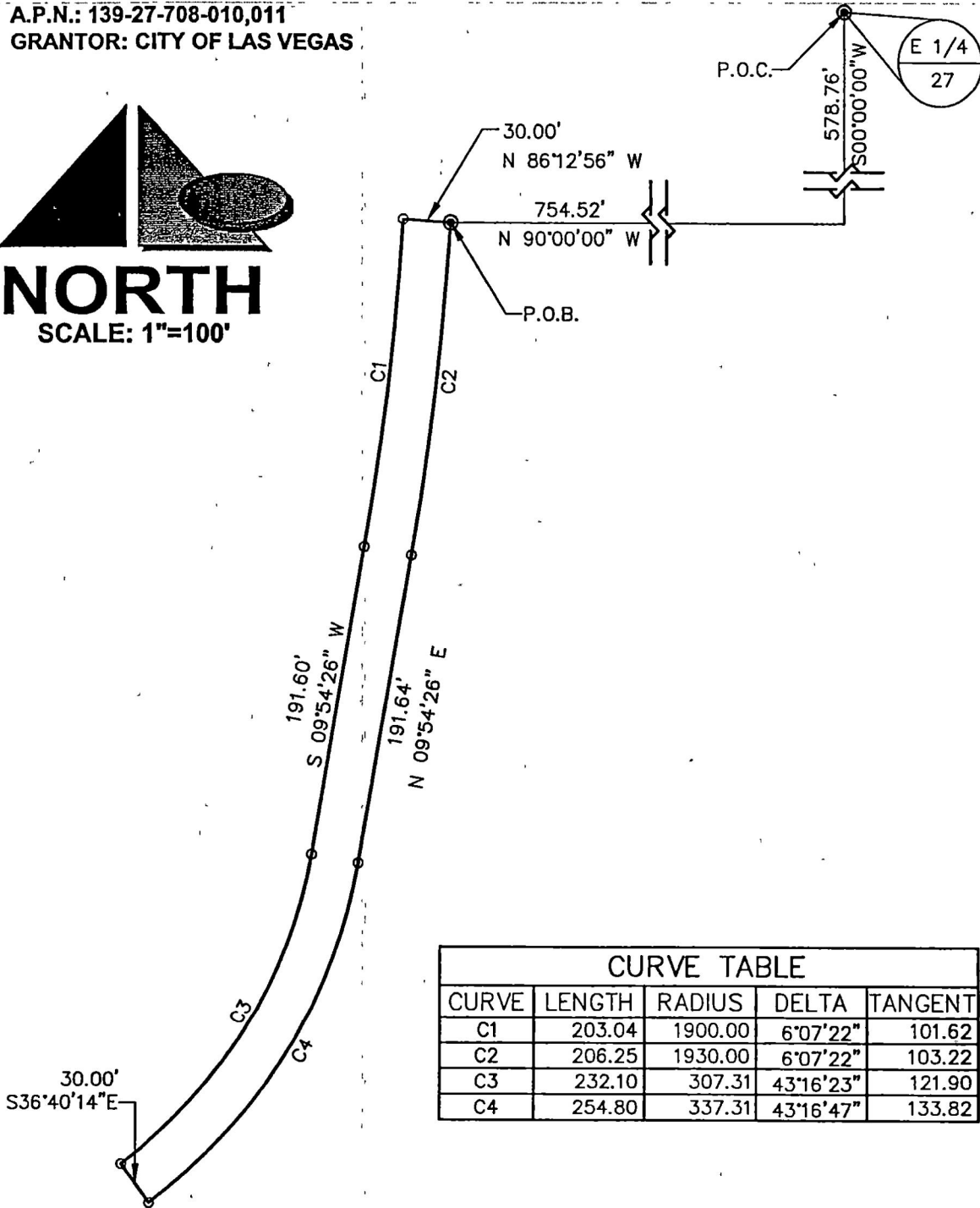
**REED WHIPPLE
CULTURAL CENTER
SITE MAP**

DRAWN BY: LS	JOB NO.: 02180
DATE: 08/02/04	SHT. 1 OF 1

A.P.N.: 139-27-708-010,011
GRANTOR: CITY OF LAS VEGAS



NORTH
SCALE: 1"=100'



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	203.04	1900.00	6°07'22"	101.62
C2	206.25	1930.00	6°07'22"	103.22
C3	232.10	307.31	43°16'23"	121.90
C4	254.80	337.31	43°16'47"	133.82



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**REED WHIPPLE
CULTURAL CENTER
30' WATER EASEMENT**

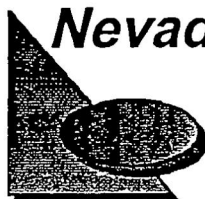
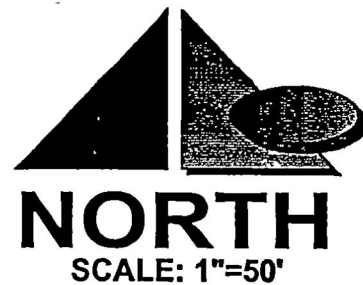
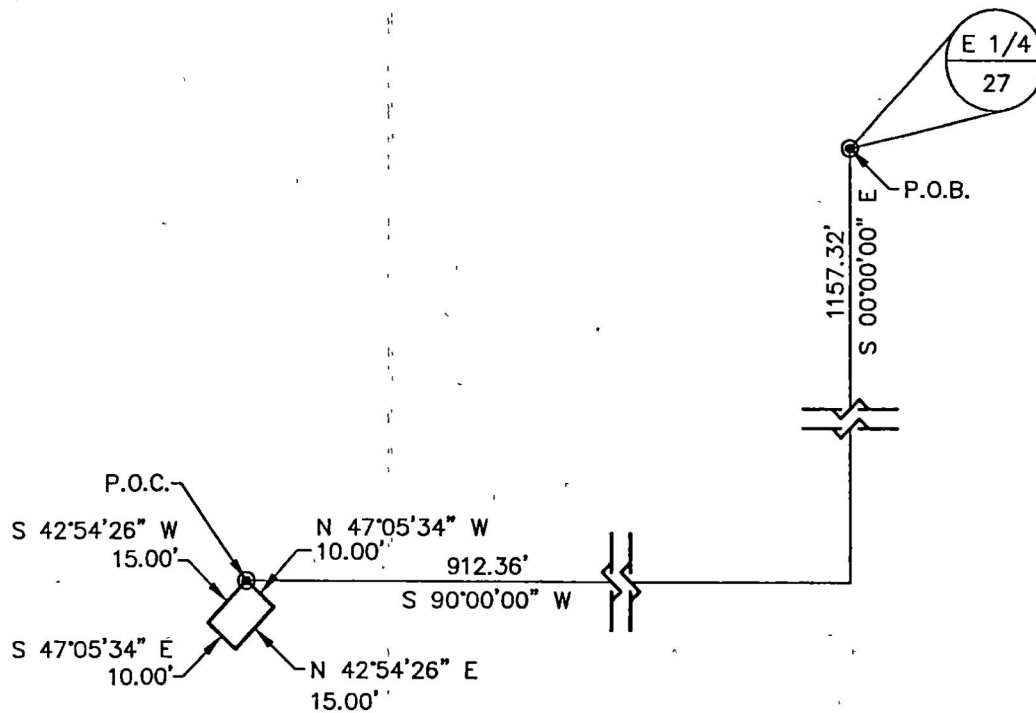
DRAWN BY: LS

JOB NO.: 02180

DATE: 08/02/04

SHT. 1 OF 1

A.P.N.: 139-27-708-011
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**REED WHIPPLE
CULTURAL CENTER
DCDA EASEMENT NO. 1**

DRAWN BY: LS

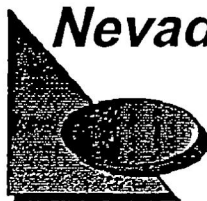
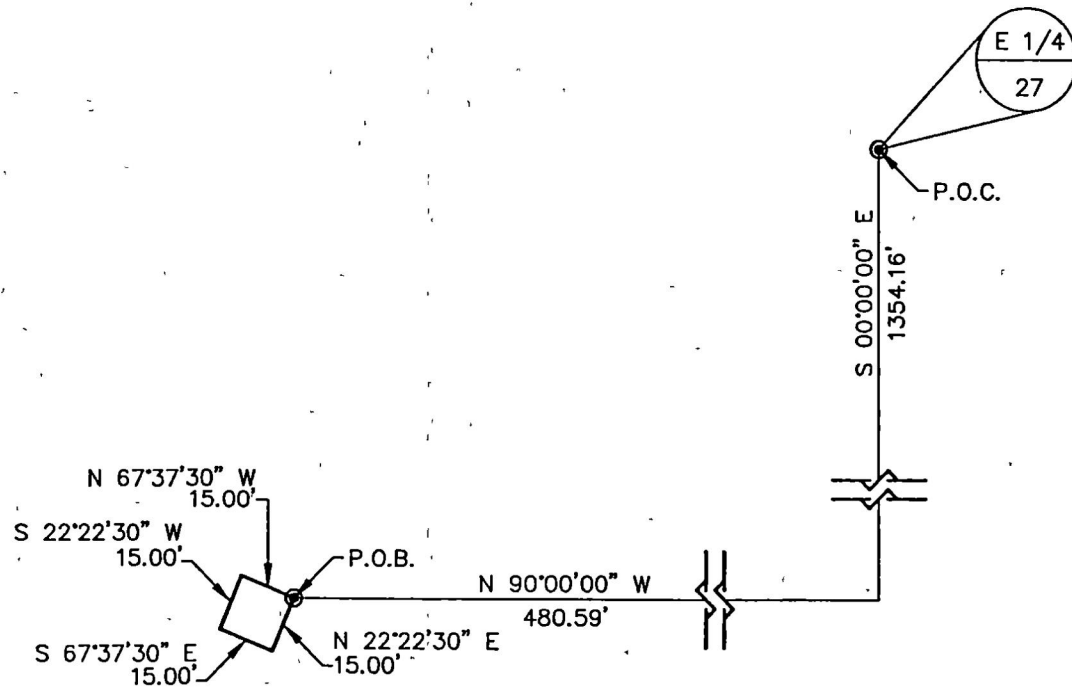
JOB NO.: 02180

DATE: 08/02/04

SHT. 1 OF 1

A.P.N.: 139-27-708-008

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**REED WHIPPLE
CULTURAL CENTER
DCDA EASEMENT NO. 2**

DRAWN BY: LS JOB NO.: 02180

DATE: 08/02/04 SHT. 1 OF 1

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION**

ORIGINAL

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

RECITALS

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

WHEREAS, the CITY is engaged in the re-development of real property located on the east side of Veterans Memorial Drive, north of Bonanza Road, further described as Clark County Assessor's Parcel Number(s) 139-27-708-008, and has submitted plans for the re-development of an existing building, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

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

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a cultural center, located on the east side of Veterans Memorial Drive, north of Bonanza Road. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION
Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Fourteen Thousand Two Hundred Fourteen and no/100*****dollars (\$14,214.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor

unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 15th day of September, 2004.

APPROVED AS TO FORM:

Robert D. Glavin 8-26-04

City Attorney

ATTEST:

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT**

☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

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Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

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In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of the water lines and appurtenance(s). A necessary part of this project is the associated backflow prevention devices. DCDA Easement-2 contains approximately two hundred and twenty-five square-feet and is associated with an Interlocal Agreement approved at Council on 9/15/04.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Interlocal Agreement

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.

DAVID ROARK, Real Estate and Asset Management Division, noted this is an easement to the water district for water facilities at Reed Whipple Cultural Center and he recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:08 - 3:09)

1-120

EASEMENT AND RIGHTS-OF-WAY

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

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

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

W I T N E S S E T H:

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

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

The **GRANTOR**, its successors and assigns agree that:

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

December 15 2004

A.P.N. 139-27-708 011

Item # _____

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

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

Signator for GRANTOR warrants that he has the legal authority to bind the parties hereto and GRANTOR warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand this _____ day of _____, 2004.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Gran 11/10/04
DEPUTY CITY ATTORNEY DATE

EXHIBIT A

LEGAL DESCRIPTION

LVVWD EASEMENTS ASSOCIATED WITH REED WHIPPLE CENTER

BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY NEVADA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

30' OFFSITE WATERLINE EASEMENT

COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" WEST A DISTANCE OF 578.76 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 754.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°12'56" WEST A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 86°12'56" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1900.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 6°07'22", AN ARC DISTANCE OF 203.04 FEET; THENCE SOUTH 09°54'26" WEST A DISTANCE OF 191.60 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 79°56'37" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS 307.31 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°16'23", AN ARC DISTANCE OF 232.10 FEET; THENCE SOUTH 36°40'14" EAST A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 36°40'14" WEST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 337.31 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 43°16'47", AN ARC DISTANCE OF 254.80 FEET; THENCE NORTH 09°54'26" EAST A DISTANCE OF 191.64 FEET TO A POINT OF CURVATURE WITH A RADIUS BEARING NORTH 80°05'34" WEST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1930.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 6°07'22", AN ARC DISTANCE OF 206.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19,191.40 SQUARE FEET MORE OR LESS.

A.P.N.: 139-27-708-008, 010, 011
GRANTOR: CITY OF LAS VEGAS

DCDA EASEMENT-1

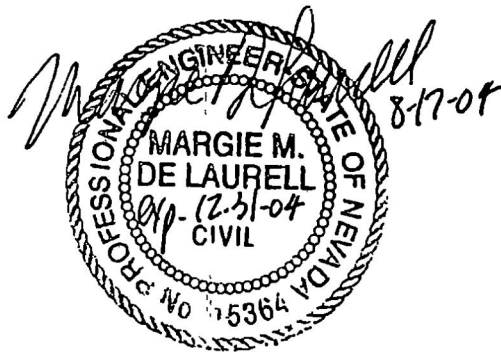
COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1157.32 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 912.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°54'26" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 47°05'34" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 42°54'26" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 47°05'34" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 150.00 SQUARE FEET MORE OR LESS.

DCDA EASEMENT-2

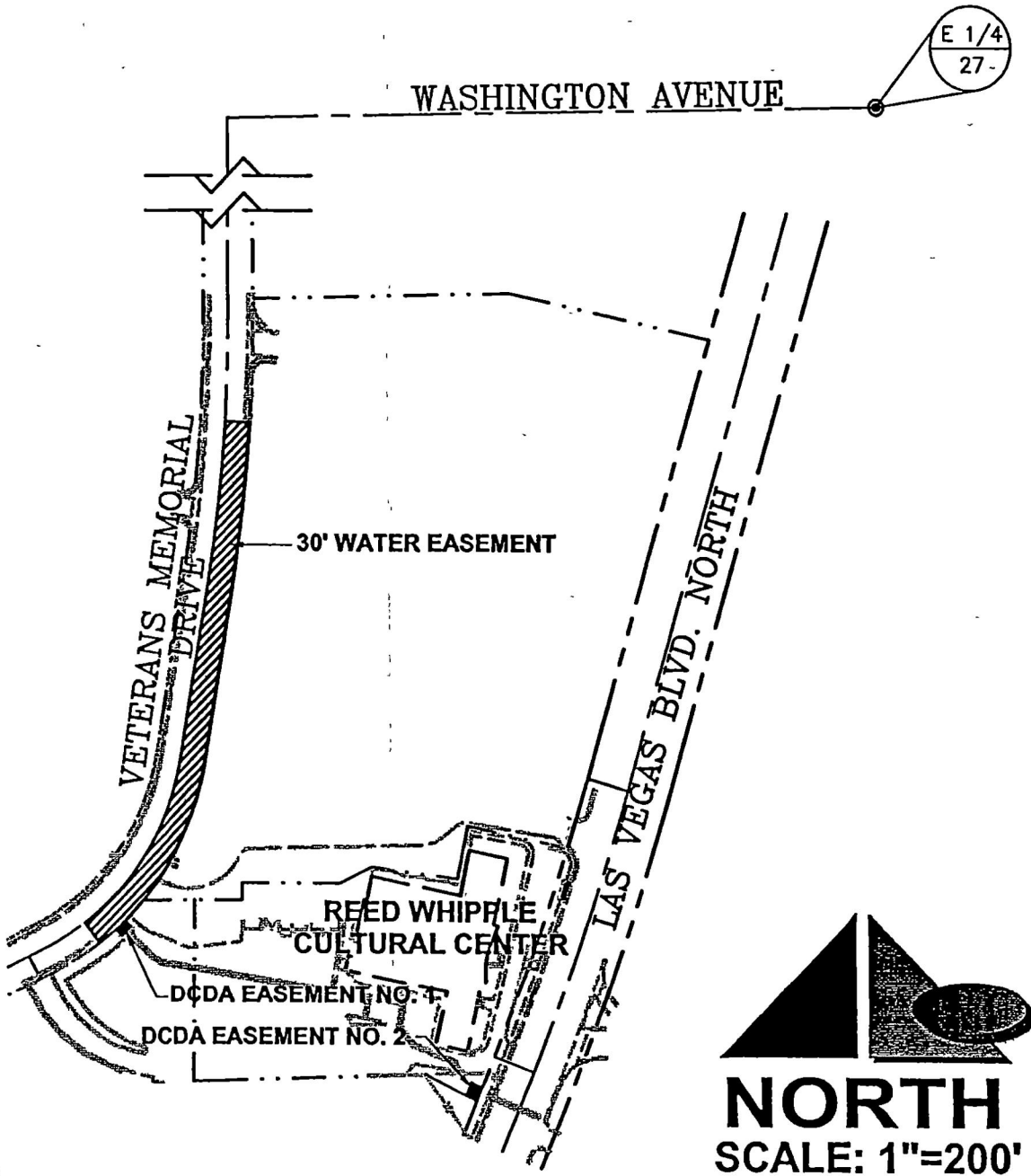
COMMENCING AT THE EAST QUARTER CORNER (E ¼) OF SAID SECTION 27, SAME BEING THE CENTERLINE INTERSECTION OF WASHINGTON AVENUE AND LAS VEGAS BOULEVARD NORTH THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1354.16 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 480.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°37'30" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 22°22'30" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 67°37'30" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 22°22'30" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 225.00 SQUARE FEET MORE OR LESS.



Prepared by:
Margie De Laurell, P.E.
Nevada By Design
3515 E. Harmon Avenue
Las Vegas NV 89121

A.P.N.: 139-27-708-008,010,011
GRANTOR: CITY OF LAS VEGAS



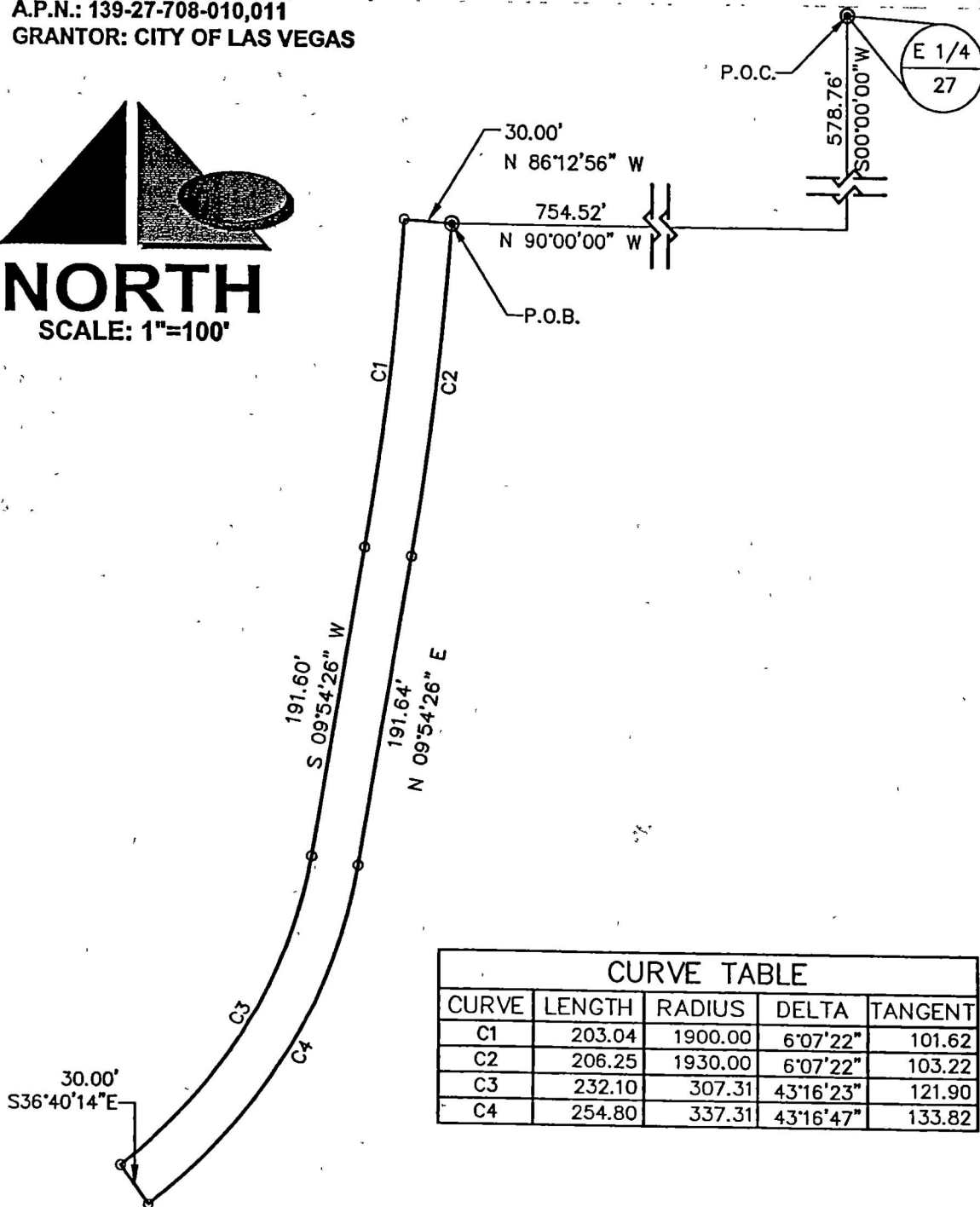
Nevada By Design

ENGINEERING CONSULTANTS
3515 East Harmon Avenue
Las Vegas, NV 89121
Phone: (702) 938-1525
Fax: (702) 938-1530
www.NVByDesign.com

**REED WHIPPLE
CULTURAL CENTER
SITE MAP**

DRAWN BY: LS	JOB NO.: 02180
DATE: 08/02/04	SHT. 1 OF 1

A.P.N.: 139-27-708-010,011
GRANTOR: CITY OF LAS VEGAS



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	203.04	1900.00	6°07'22"	101.62
C2	206.25	1930.00	6°07'22"	103.22
C3	232.10	307.31	43°16'23"	121.90
C4	254.80	337.31	43°16'47"	133.82



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www.NVByDesign.com

**REED WHIPPLE
CULTURAL CENTER
30' WATER EASEMENT**

DRAWN BY: LS

JOB NO.: 02180

DATE:

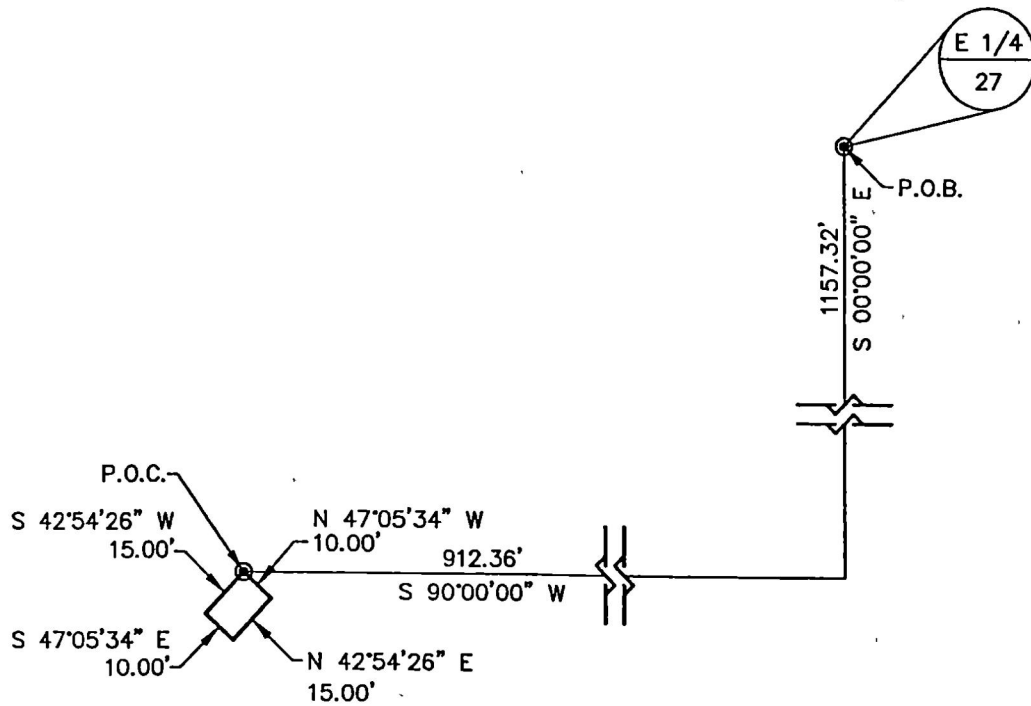
08/02/04

SHT.

1 OF 1

A.P.N.: 139-27-708-011

GRANTOR: CITY OF LAS VEGAS



Nevada By Design

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Las Vegas, NV 89121
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Fax: (702) 938-1530
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**REED WHIPPLE
CULTURAL CENTER
DCDA EASEMENT NO. 1**

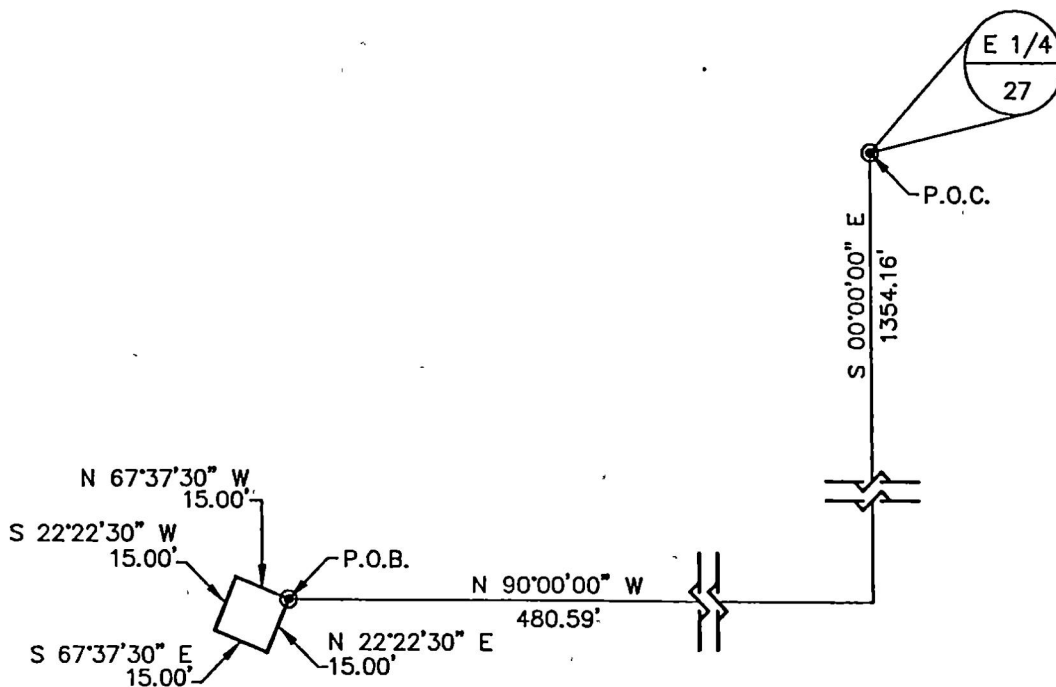
DRAWN BY: LS

JOB NO.: 02180

DATE: 08/02/04

SHT. 1 OF 1

A.P.N.: 139-27-708-008
GRANTOR: CITY OF LAS VEGAS



Nevada By Design

ENGINEERING CONSULTANTS
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Las Vegas, NV 89121
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Fax: (702) 938-1530
www.NVByDesign.com

**REED WHIPPLE
CULTURAL CENTER
DCDA EASEMENT NO. 2**

DRAWN BY: LS	JOB NO.: 02180
DATE: 08/02/04	SHT. 1 OF 1

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION

ORIGINAL

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

RECITALS

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

WHEREAS, the CITY is engaged in the re-development of real property located on the east side of Veterans Memorial Drive, north of Bonanza Road, further described as Clark County Assessor's Parcel Number(s) 139-27-708-008, and has submitted plans for the re-development of an existing building, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

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

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a cultural center, located on the east side of Veterans Memorial Drive, north of Bonanza Road. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

REED WHIPPLE CULTURAL CENTER WATER LINE EXTENSION
Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Fourteen Thousand Two Hundred Fourteen and no/100*****dollars (\$14,214.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY ^{Without waiving the limits of NRS Chapter 41,} will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor

unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 15th day of September, 2004.

APPROVED AS TO FORM:

Robert S. Glavin 8-26-04
City Attorney

ATTEST:

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 an Easement and Rights-of-Way from the City of Las Vegas (City) to the Las Vegas Valley Water District (LVVWD) for an approximate two hundred and seventy square-foot Easement on APN 139-34-712-125 commonly known as the Downtown Community Center located at 310 South 9th Street - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to LVVWD for construction of the water lines and appurtenance(s). The Easement contains approximately two hundred and seventy square-feet and is associated with an Interlocal Agreement approved at Council on 8/4/04.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Interlocal Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 5 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, announced this is an easement with the water district for water facilities at the Downtown Community Center. He noted the center will be experiencing remodeling and he recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:09)

1-130

A.P.N. 139-34-712-125

Grantor: City of Las Vegas

EASEMENT AND RIGHTS-OF-WAY

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

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

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

WITNESSETH:

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

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

The **GRANTOR**, its successors and assigns agree that:

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

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

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

...

...

____/____/____

139-34-712-125

Item # _____

Signator for **GRANTOR** warrants that he has the legal authority to bind the parties hereto and **GRANTOR** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand this ____ day of _____, 2004.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 11-19-04
DEPUTY CITY ATTORNEY DATE

...

...

____/____/____

139-34-712-125

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

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

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

EXPLANATION: A.P.N.: 139-34-712-125, Grantor: City of Las Vegas

THIS LEGAL DESCRIPTION DESCRIBES AN EASEMENT FOR THE LAS VEGAS VALLEY WATER DISTRICT LOCATED ON BRIDGER AVENUE NEAR THE INTERSECTION OF NINTH STREET WITHIN THE CITY OF LAS VEGAS.

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CLARK COUNTY, NEVADA, AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NINTH STREET WITH THE CENTERLINE OF BRIDGER AVENUE WITHIN THE CITY OF LAS VEGAS; THENCE NORTH $62^{\circ}04'31''$ WEST, ALONG THE CENTERLINE OF BRIDGER AVENUE FOR A DISTANCE OF 172.77 FEET TO A POINT; THENCE SOUTH $27^{\circ}55'29''$ WEST, DEPARTING FROM SAID CENTERLINE, FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE ON SAID BRIDGER AVENUE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

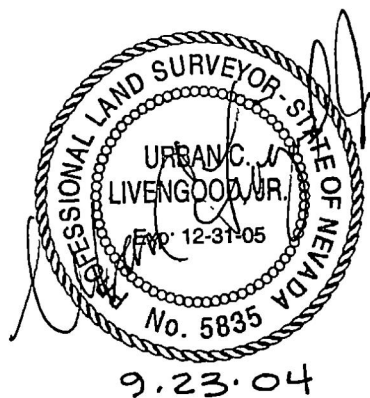
THENCE CONTINUING SOUTH $27^{\circ}55'29''$ WEST FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH $62^{\circ}04'31''$ WEST PARALLEL TO THE CENTERLINE OF BRIDGER AVENUE FOR A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH $27^{\circ}55'29''$ EAST FOR A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE; THENCE SOUTH $62^{\circ}04'31''$ EAST ALONG THE SOUTHERLY LINE OF SAID BRIDGER AVENUE FOR A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**,

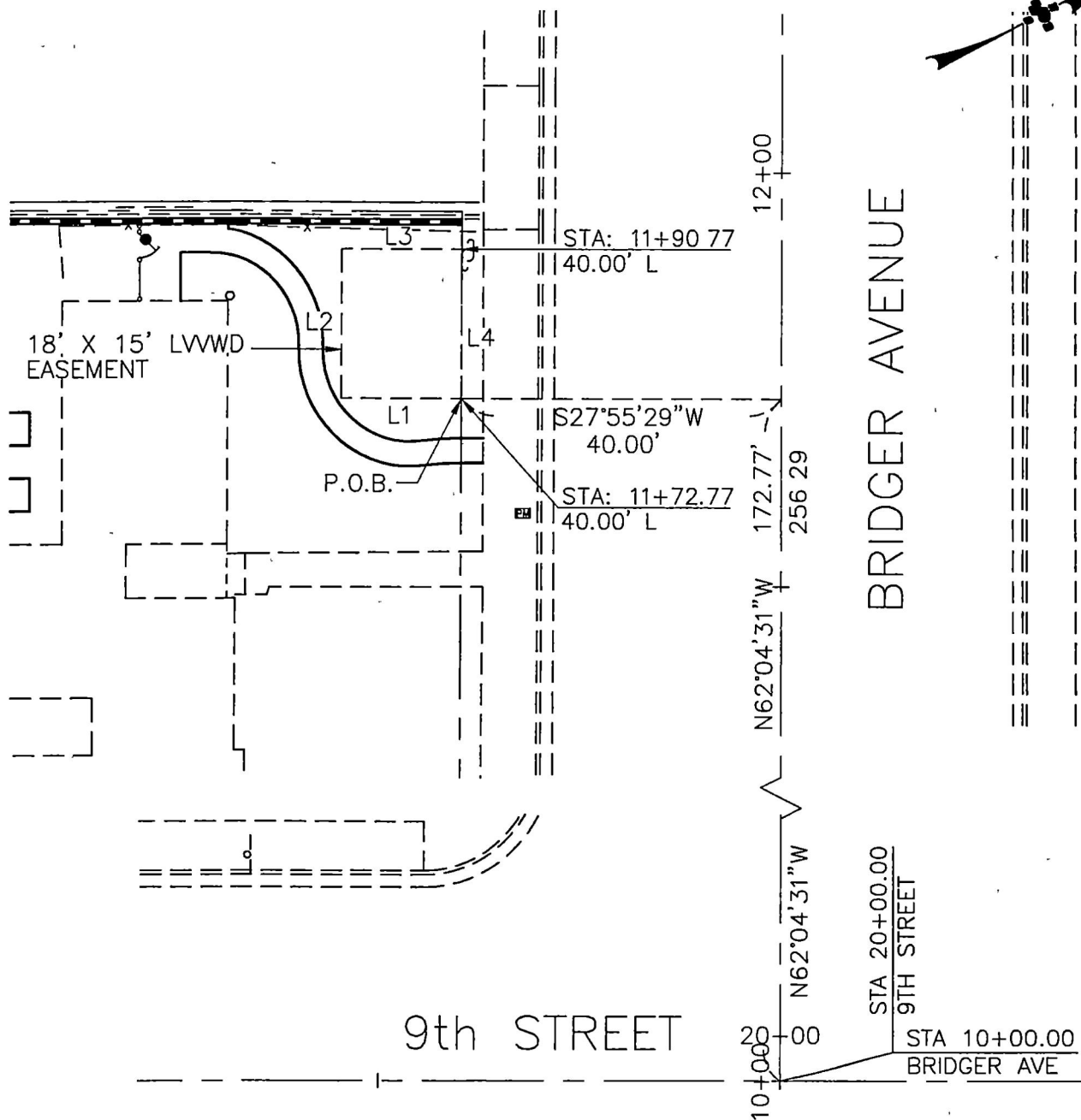
AND CONTAINING AN AREA OF 270 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING:

THE CENTERLINE OF BRIDGER AVENUE BETWEEN MAIN STREET AND TENTH STREET BEING SOUTH $62^{\circ}04'31''$ EAST AS SHOWN IN RECORD OF SURVEY FILE 67, PAGE 79, IN THE CLARK COUNTY RECORDER'S OFFICE, LAS VEGAS, NEVADA.

Poggemeyer Design Group Inc
2101 N. Tenaya Way
Las Vegas, NV 89128





BACK OF CURB LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	S27°55'29"W
L2	18.00	N62°04'31"W
L3	15.00	N27°55'29"E
L4	18.00	S62°04'31"E

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

poggemeyer

design group, inc.

engineers • planners • surveyors • landscape architects

2601 North Tenaya Way • Las Vegas, NV 89128 • p) 702 255 8100 • f) 702 255 8375



SCALE 1" = 20'

JOB NO. 02076

DATE 10/19/04

DRAWING NO 1
OF 1

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
DOWNTOWN SENIOR SERVICE CENTER**

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

RECITALS

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

WHEREAS, the CITY is engaged in the re-development of real property located on the west side of 9th Street, south of Bridger Avenue, further described as Clark County Assessor's Parcel Number(s) 139-34-712-125, 139-34-712-126, and has submitted plans for the re-development of an existing building, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

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

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a senior center, located on the west side of 9th Street, south of Bridger Avenue. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

DOWNTOWN SENIOR SERVICE CENTER
Utility & Demolition Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

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

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 4
day of August, 2004.

APPROVED AS TO FORM:

Thomas R. Stein 7-12-04
City Attorney (DEPUTY)

ATTEST:

CITY OF LAS VEGAS

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 with the State of Nevada, Department of Administration, Division of Buildings and Grounds on behalf of the Department of Human Resources, Welfare Division for lease of approximately 30,840 square-feet of office space located at 1040 West Owens (\$1,029,492 revenue for duration of contract) - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The current Lease with the Welfare Division will expire 1/05. The Welfare Division wishes to continue to use the space and City of Las Vegas staff feels the Welfare Division is a good tenant. The new monthly rental rates are \$27,756 for year one, \$28,589 year two and \$29,446 year three. The Lease term is for three years, with one additional three-year term with a minimum rent increase of three percent.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 6 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 that the Welfare Office has been leasing office space in the Nucleus Plaza Shopping Center from the City for approximately 20 years. Because their lease will expire in January, this would renew the lease for three years, increasing the first year's rent approximately 28 cents per square foot and another 10 cents per square foot each year thereafter. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:10)

1-152

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS (hereinafter referred to as "Lessor"), and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS (hereinafter referred to as "Lessee"), for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 1040 West Owens Avenue in Las Vegas, Nevada; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office and canopy-covered space in and around the building that is situated on the above referenced property, which space consists of approximately 30,840 square feet; and

WHEREAS, Lessee, intends to have Tenant, a department of the State of Nevada, occupy the leased space referred to above.

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

ONE. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the above-described 30,840 square feet and that parking lot located at 1621 J Street, in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). The Premises are depicted by map in Exhibit A. The above-mentioned parking lot is legally described in Exhibit B and Exhibit C.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

TWO. TERM OF LEASE. Unless earlier terminated in accordance with Section Thirty-Five hereof, and subject to the renewal provisions contained in Section Thirty-Four hereof, this Lease shall be for a term of three years, beginning, on the Commencement Date, as defined in Section Three, and ending three years thereafter, except that if the Commencement Date is a date other than the first day of a calendar month, the term shall end on the last day of that calendar month, three years thereafter. As soon as the Commencement Date is determined, Lessor shall give Lessee written notice confirming the Commencement Date and the date the Lease term ends. It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Executive Branch, the Nevada State Legislature and/or the Federal Government limits, restricts or impairs Tenant's funding or ability to satisfy its rental payment obligation as set forth in Section Four. Tenant, on behalf of Lessee, shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to Lessor thereafter under this Lease or for the Premises. The Lessor shall retain its other remedies, which are provided in the Lease, but the Lessor shall have no rights to collect any further rents from Tenant. Proof by Tenant of a diminution in Federal or State funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting Federal or State documents are furnished to Lessor or if the Executive Director of Tenant provides his Affidavit that such funding or other limiting eventuality has occurred.

THREE. COMMENCEMENT DATE. This Lease shall be effective upon execution subject to approval by the State Board of Examiners and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent, shall be February 1, 2005, unless later approved by the State Board of Examiners.

FOUR. RENT. Throughout the term of this Lease, the Tenant, on behalf of Lessee, shall be required to make all rental payments to Lessor. Tenant agrees to pay to Lessor, as and for minimum rent for the Premises, the sum of TWENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$27,756) per month, calculated at \$0.9000 per square foot per month, without demand, offset or reduction (except as outlined in Sections Six, Eighteen and Nineteen below), payable monthly in advance to Lessor at the address set forth on each statement. Additionally, this monthly rental rate will increase annually on each anniversary of the Commencement Date by THREE PERCENT (3%) such that the rental payments follow the subsequent schedule:

Year 1	\$ 0.9000	\$ 27,756.00
Year 2	\$ 0.9270	\$ 28,589.00
Year 3	\$ 0.9548	\$ 29,446.00

The minimum rent for any calendar month, if not paid by the 15th day of the month that begins that period, is subject to a 5% late charge, which must be included with any late payment. Within 10 days after the Commencement Date, Tenant shall pay to Lessor, on a prorated basis, any additional amounts that represent minimum rent attributable to the period of time between the Commencement Date and the first day of the next calendar month.

FIVE. UTILITIES AND SERVICES. Lessor shall furnish the Premises, during the Lease term, with one or more heating and air conditioning systems that are sufficient therefore. Lessee shall provide and pay for all utilities and custodial services for the Premises during the Lease term, including any and all telephone services that it may require. Furthermore, Lessee will pay the cost of quarterly testing and inspection of the fire sprinkler system. The Lessor will make arrangements for a full time general security guard during normal working hours (8 a.m. - 5 p.m.). This guard will be assigned to the Welfare Office.

SIX. REPAIRS AND MAINTENANCE. Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee, Tenant or any of its or their invitees, provided that said maintenance costs paid by the Lessor shall not exceed \$10,000 in any given lease year, including repairs to sewer lines, water lines, roofing, and the common areas (which includes the customer parking area). 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. Lessor agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to Lessee or Tenant. Any substantial impairment of the use or enjoyment of the Premises by reason of Lessor's repair or maintenance work shall entitle the Lessee to a proportionate abatement or reduction in rent, with the adjustment to be made in the next succeeding monthly rent payment.

SEVEN. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of Tenant in serving its clients, it being understood by Lessee that the nature of

such use qualifies the Lessor to use federal funds for the renovation of the Premises. Except as expressly consented to in writing by Lessor, such consent being necessary to ensure the proper use of the federal funds for renovation, Lessee shall not use or permit the Premises to be used for any other purpose.

EIGHT. LAWS. WASTE. NUISANCE. Lessee and Tenant covenants that they:

- 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.

NINE. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee and Tenant, subject to the prior written approval of Lessor and at the expense of Lessee and Tenant, 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 or Tenant shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

TEN. PAYMENT OF TAXES. Lessee and Tenant shall not 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 or Tenant in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

ELEVEN, 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 and Tenant to their reasonable satisfaction against the consequences of non-compliance during the period of dispute.

TWELVE. SMOKING AREA. Pursuant to NRS 202.2491, Lessor shall furnish a separate area, which may be used for smoking. Lessor shall also post signs prohibiting smoking in any place not designated as a smoking area.

THIRTEEN. INDEMNIFICATION AND INSURANCE.

A. That this lease is made upon the express condition that the State of Nevada, its officers, agents, and employees are to be free from all liability and claim for damage by reason of any person or persons, including Lessee, or damage to property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause whatsoever, while in, upon, or in any way connected with the said leased premises or any occupancy hereunder during the term of this lease or any extension hereof.

B. In accordance with Section 41.038 of the Nevada Revised Statutes, the Lessee adopted a self-insured liability program, effective July 1, 1985. The Lessee self-insures each occurrence with the limits of liability, as established and in accordance with Section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self-insured liability program, as established on July 1, 1985.

C. 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 employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its employees, contractors, subcontractors or agents in the performance of this Agreement.

D. Subject to NRS 41.035, Lessor hereby agrees to protect, indemnify, and hold the Lessee, 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 Lessee, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessee, 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 Lessor or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessor, its employees, contractors, subcontractors 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.

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

G. That Lessee, upon signing this lease, will provide the Lessor with a letter of self-insurance within thirty (30) days after the effective date of the lease.

FOURTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee for itself and for Tenant, 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.

FIFTEEN. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee and Tenant 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 and Tenants 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.

SIXTEEN. 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.

SEVENTEEN. 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. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Four herein will be available to Lessee.

EIGHTEEN. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and Tenant's occupancy 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 or Tenant'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 Tenant or for relocation expenses recoverable against the taking authority.

NINETEEN. DAMAGE OR DESTRUCTION.

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

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor'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 or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within 60 days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within 30 days after such damage or destruction give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessor 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.

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.

TWENTY. LIENS AND ENCUMBRANCES. Lessee and Tenant agree 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 or Tenant's acts or omissions or because of a claim against Lessee or Tenant, 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.

TWENTY-ONE. 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. Such consent shall not be unreasonably withheld, but the consideration with respect to federal funding that is described in Section Seven may form the basis for denial of consent. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

TWENTY-TWO. BREACH, DEFAULT AND REMEDIES. If Lessor or Lessee 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 the 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.

TWENTY-THREE. 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.

TWENTY-FOUR. FORCE MAJEURE. Lessor and Lessee 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.

TWENTY-FIVE. NO WAIVER. Failure of either the Lessor or Lessee 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 Lessor or Lessee unless such waiver is in writing.

TWENTY-SIX. BROKER'S COMMISSIONS. The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

TWENTY-SEVEN. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns. Any obligations of Tenant under this Lease are the obligations of Lessee.

TWENTY-EIGHT. NON-DISCRIMINATION. Lessee and Tenant agree that the Premise 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.

TWENTY-NINE. 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.

THIRTY. AMENDMENT OR MODIFICATION. No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties and approved by the State Board of Examiners.

THIRTY-ONE. 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.

THIRTY-TWO. ATTORNEY'S FEES. In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

THIRTY-THREE. 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, 4th Floor

Las Vegas, Nevada 89101

Copy to:

City of Las Vegas
City Attorney's Office
400 East Stewart Avenue.
Las Vegas, Nevada 89101

If to the Lessee:

Department of Administration
Buildings and Grounds Division
406 East Second Street, Suite 1
Carson City, Nevada 89701

AND

State of Nevada Welfare Division
1470 East College Parkway
Carson City, Nevada 89706-7924

THIRTY-FOUR. OPTION TO RENEW. Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional three-year term by giving a written request to renew at least 120 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessee unless and until the same is approved by the State Board of Examiners. The minimum rent for the first year of the renewal period shall increase by 3% and then by 3% annually for the last four years of the renewal period. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

THIRTY-FIVE. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party.

THIRTY-SIX. PRIOR APPROVAL OF BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the State Board of Examiners and is not binding upon the parties hereto or effective until such approval.

...

...

THIRTY-SEVEN. MODIFICATION OR AMENDMENTS. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records 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.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement 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

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS AND GROUNDS
"Lessee"

APPROVED AS TO FORM:
Thomas R. Allen 11/05/04
Date

By _____
CINDY EDWARDS, Administrator, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
"Tenant"

By _____
, Admin. Svs. Off. IV, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
WELFARE DIVISION

APPROVED BY:

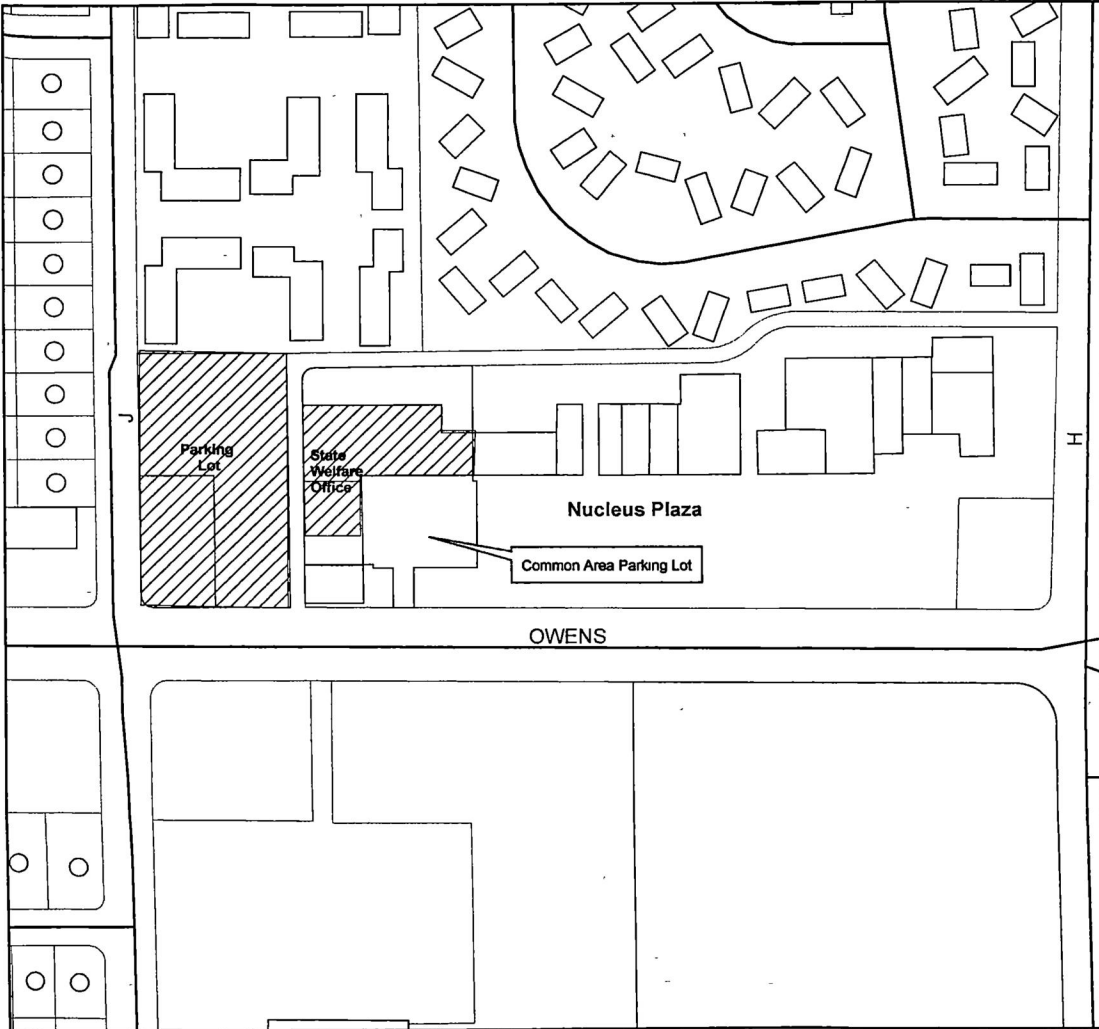
By _____
NANCY K. FORD, Administrator Date

REVIEWED AS TO FORMAT ONLY:

By: _____
SHANE CHESNEY, Deputy Attorney General, Date

STATE BOARD OF EXAMINERS

By _____
JOHN P. COMEAUX, Clerk Date



Aerial

Legend

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

Real Estate & Asset Mgmt



04/12/2004

Exhibit B

That portion of the Southeast Quarter (SE $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$), of Section 21, Township 20 South, Range 61 East, N.D.B.&M. described as follows:

COMMENCING at the Southeast corner of said Section 21
THENCE North 89°09'35" West along the South line thereof a distance of 80.00 feet to a point;
THENCE North 1°24'55" East along to West line of "H" Street a distance of 200.00 feet to the Northeast corner of that certain parcel of land conveyed by Edgar Gambarana et al to Saveway Super Service Stations, Inc. by deed recorded May 16, 1961, as Document No. 240907, Official Records, Clark County, Nevada;
THENCE continuing North 1°24'55" East a distance of 250.02 feet to the Southeast corner of that certain parcel of land conveyed by Edgar Gambarana to Intermountain Investment Co. by deed recorded November 27, 1962, as Document No. 324064, Official Records of Clark County, Nevada;
THENCE North 89°09'35" West along the South line of the last mentioned conveyed parcel a distance of 350.00 feet to a point;
THENCE from a tangent whose bearing is the last described course turning to the left along a curve having a radius of 110.00 feet and subtending a central angle of 41°27'46" an arc length of 79.60 feet to a point;
THENCE along a reverse tangent curve to the right having a radius of 90.00 feet and subtending a central angle of 41°27'46" an arc length of 65.13 feet to a point;
THENCE North 89°09'35" West along the South line of the last mentioned conveyed parcel a distance of 378.95 feet to a point;
THENCE North 0°00'49" West a distance of 0.13 feet to the Southeast corner of that certain parcel of land conveyed by Edgar Gambarana et al to Robert J. Gordon by deed recorded January 28, 1963 as Document No. 336155, Official Records, Clark County, Nevada;
THENCE North 89°09'35" West along the said South line a distance of 180.00 feet to the TRUE POINT OF BEGINNING;
THENCE continuing North 89°09'35" West a distance of 200.00 feet to a point on the East line of "J" Street;
THENCE South 0°00'49" East along the East line of said "J" Street a distance of 89.02 feet (measured by Record of Survey Book 69, Page 85) to a point;
THENCE South 89°09'35" East a distance of 200.00 feet to a point;
THENCE North 0°00'49" West a distance of 89.02 feet (measured by Record of Survey Book 69, Page 85) to the TRUE POINT OF BEGINNING.

A portion of APN 139-21-803-008

Exhibit C

PARCEL ONE (1):

That portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Southeast corner of said Section 21;

THENCE North 89°10'30" West along the South line thereof a distance of 1112.61 feet to the True Point of Beginning;

THENCE North 0°01'45" East a distance of 450.00 feet to a point;

THENCE North 89°10'30" West a distance of 100.00 feet to a point;

THENCE South 0°01'45" West a distance of 450.00 feet to a point;

THENCE South 89°10'30" East a distance of 100.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM the hereinabove described parcel of land the interest in and to the South 30 feet thereof as conveyed to the City of Las Vegas for street purposes by Deed recorded August 5, 1954 as Document No. 17005, Official Records of Clark County, Nevada.

ALSO EXCEPTING THEREFROM THE NORTH 139 FEET.

PARCEL TWO (2):

BEING a portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., as follows, to wit:

COMMENCING at the Southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21;

THENCE North 0°00'49" West along the West line thereof a distance of 232.00 feet to the True Point of Beginning;

THENCE continuing North 0°00'49" West along the West line thereof a distance of 79.00 feet to a point;

THENCE South 89°09'35" East and parallel to the South line of the said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21 a distance of 120.00 feet to a point on the West line of that certain parcel of land conveyed by V.D. EACHUS, et ux, to E.L. JOSEPHSON, et ux, by Deed recorded November 3, 1960 as Document No. 216457 in Book 267 of Official Records, Clark County, Nevada;

THENCE South 0°00'49" East along the West line thereof a distance of 79.00 feet to a point;

THENCE North 89°09'35" West a distance of 120.00 feet to the True Point of Beginning, save and excepting therefrom the West 20.00 feet thereof as conveyed to the City of Las Vegas by Document No. 98981 and recorded November 7, 1957.

A portion of APN 139-21-803-008

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 Addendum Number 3 between the City of Las Vegas (City) and 730 LTD regarding lease of an office building located at 730 Las Vegas Boulevard South and the option to purchase the adjoining paved parking lot located at 708 Las Vegas Boulevard South - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City desires to amend the Lease with 730 LTD to add three additional three-month holdover periods (for a total of four three-month holdover periods). The City also desires to grant 730 LTD the option to purchase the adjoining paved parking lot located at 708 Las Vegas Boulevard South.

RECOMMENDATION:

Staff recommends approval and authorization for staff to execute any additional documents necessary to facilitate the intent of Lease Addendum Number 3.

BACKUP DOCUMENTATION:

1. Lease Addendum 3
2. Site Map

MOTION:

COUNCILMAN WOLFSON recommended Item 7 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, stated the current lease for the DSC building will expire in 2006. The City Hall expansion may take more time to be completed and so suggested options for leasing the building for a longer period of time. This would allow four three-month options that could total another year in the building. In exchange for the landlord granting the option periods, the City has granted an option for the landlord to purchase 1/16th of an acre beside the location that is currently being used for City employee parking. This property would be sold at today's price in 2007.

AL GALLEG0, Las Vegas resident, inquired who 730 LTD is. MR. ROARK indicated it is Milton Swartz and Family Trust and Deputy City Attorney Tom Green has listed detailed information in the addendum. He informed MR. GALLEG0 that the addendum is available for copies and recommended approval..

No one appeared in opposition.

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 2004

MINUTES - Continued:

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:12 - 3:13)

1-178

LEASE ADDENDUM NUMBER 3

THIS LEASE ADDENDUM NUMBER 3 is entered into this ____ day of September 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Tenant") and the co-owners (collectively herein the "Landlord") of the leased premises described herein, which co-owners and their respective percentage ownership interests are as follows:

Eileen Joanna Zarin 1993 Retained Annuity Trust, dated 11/30/93, Alan Rivlin, Trustee	11.71875%
Robin Sue Landsburg 1993 Retained Annuity Trust, dated 11/30/93, Alan Rivlin, Trustee	11.71875%
Samuel Schwartz 1993 Retained Annuity Trust, dated 11/30//93, Alan Rivlin, Trustee	11.71875%
A. Jonathan Schwartz 1993 retained Annuity Trust, dated 11/30/93, A. Jonathan Schwartz, Trustee	11.71875%
Abigail Richlin-Schwartz	6.25 %
The Schwartz Children 1993 Irrevocable Trust, dated 12/29/93, Alan Rivlin, Trustee	46.875 %

WITNESSETH:

A. WHEREAS Landlord's predecessor in interest, 730 LTD., a Nevada Limited Liability Company, and Tenant entered into the following agreements (collectively the "Lease") to lease the property located at 730 Las Vegas Boulevard South, Las Vegas, Nevada, and fully described in Exhibit A hereto (the "Property"):

- Lease agreement dated May 15, 1996;
- Lease Addendum No. 1 dated August 8, 1996; and
- Lease Addendum No. 2 dated March 8, 1999; and

B. WHEREAS 730 LTD assigned the Lease to Landlord pursuant to an Assignment of Lease dated _____; and

C. WHEREAS the Lease is also subject to the Subordination, Nondisturbance And Attornment Agreement, among Landlord, Tenant and Bank of America National Trust and Savings Association (the "Bank") dated April 30, 1999; and

D. WHEREAS Tenant desires to amend the Lease to add three (3) additional 3-month holding over periods for a total of four (4) 3-month holding over periods; and

E. WHEREAS Tenant desires to grant Landlord the Option To Purchase the adjoining paved parking lot located at 708 South Las Vegas Boulevard, APN 139-34-410-155;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows, subject to approval by the Bank:

1. HOLDING OVER. The final sentence of paragraph 2 of Lease Addendum No. 2 is amended to state in its entirety as follows: "Landlord further agrees to permit Tenant to holdover for four (4) consecutive periods, each period of three (3) months duration, at the end of the current Lease term ending November 30, 2006, provided Tenant gives Landlord at least two (2) months written notice of Tenant's intent to holdover for the first 3-month holdover period, and for each successive 3-month holdover period thereafter, gives Landlord, in each instance, at least one (1) month written notice prior to commencement of each such holdover period."

2. RENT DURING HOLDOVER. Paragraph 1 of Lease Addendum No. 2 and paragraph 13 of the original Lease agreement is hereby amended to provide that the Monthly Base Rent for the first three holdover periods shall be \$45,081.11 per month and \$45,757.32 per month for the fourth holdover period, and the final sentence of said paragraph 13 is amended to state in its entirety: "Landlord may not terminate any holdover period for any reason other than for default pursuant to paragraph 22 of the Lease."

3. OPTION TO PURCHASE. Tenant grants to Landlord the Option To Purchase ("Option") the adjacent paved parking lot located at 708 South Las Vegas Boulevard, APN 139-34-410-155 at a price of \$22.50 per square foot, for a total purchase price of \$313,632.00 (the "Purchase Price"). This Option shall remain open from the date of this Agreement as first set forth above until 4:00 P.M. on November 30, 2007, and may be exercised by Landlord delivering its Notice of Exercise of Option together with the Purchase Price to Tenant within said time period. If Landlord does not so exercise the Option within such time period, the Option shall be void, and Landlord shall take no further action whatsoever with respect to the Option or the parking lot. In the event Landlord exercises the Option as set forth above, Tenant shall deliver a deed conveying the parking lot property, subject to easements and encumbrances of record, to Landlord.

4. AUTHORITY TO ACT FOR LANDLORD. Miltson Consulting, Inc. acting by and through its President, A. Jonathan Schwartz, is hereby authorized to act for and on behalf of Landlord with respect to all future matters concerning the Lease, Lease amendments, the above Option and the closing of any sale that might result therefrom, and Landlord's Co-Owner Agreement is hereby amended to so provide.

5. AUTHORITY TO ACT FOR TENANT. The Manager of the Tenant's Real Estate And Assets Management Division of the Department of Public Works is hereby authorized to act for and on behalf of the Tenant with respect to all future matters concerning the Lease, amendments to the Lease involving less than \$10,000 monetary consideration, and the exercise of the holdover periods.

All of the other terms of the Lease shall remain in full force and effect except as specifically modified by this Lease Addendum Number 3.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Tenant" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Allen 12/01/04
DEPUTY CITY ATTORNEY/DATE

"Landlord" by and through its co-owners as indicated below, as to their undivided percentage interests:

EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
A. Jonathan Schwartz, Trustee

ABIGAIL RICHLIN-SCHWARTZ

THE SCHWARTZ CHILDREN 1993 IRREVOCABLE TRUST, DATED 12/29/93

By _____
ALAN RIVLIN, TRUSTEE

5. AUTHORITY TO ACT FOR TENANT. The Manager of the Tenant's Real Estate And Assets Management Division of the Department of Public Works is hereby authorized to act for and on behalf of the Tenant with respect to all future matters concerning the Lease, amendments to the Lease involving less than \$10,000 monetary consideration, and the exercise of the holdover periods.

All of the other terms of the Lease shall remain in full force and effect except as specifically modified by this Lease Addendum Number 3.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Tenant" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY/DATE

"Landlord" by and through its co-owners as indicated below, as to their undivided percentage interests:

EILEEN JOANNA ZARIN 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

ROBIN SUE LANDSBURG 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

SAMUEL SCHWARTZ 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
ALAN RIVLIN, TRUSTEE

JONATHAN SCHWARTZ 1993 RETAINED ANNUITY TRUST, DATED 11/30/93

By _____
A. Jonathan Schwartz, Trustee

ABIGAIL RICHLIN-SCHWARTZ

THE SCHWARTZ CHILDREN 1993 IRREVOCABLE TRUST, DATED 12/29/93

By _____
ALAN RIVLIN, TRUSTEE

(ACKNOWLEDGEMENTS ON FOLLOWING PAGES)

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Oscar B. Goodman, Mayor of the City of Las Vegas, a municipal corporation of the State of Nevada, on behalf of the corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Alan Rivlin, Trustee of the Eileen Joanna Zarin 1993 Retained Annuity Trust, dated 11/30/93, on behalf of the trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Alan Rivlin, Trustee of the Robin Sue Landsburg 1993 Retained Annuity Trust, dated 11/30/93, on behalf of the trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Alan Rivlin, Trustee of the Samuel Schwartz 1993 Retained Annuity Trust, dated 11/30//93, on behalf of the trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Alan Rivlin, Trustee of The Schwartz Children 1993 Irrevocable Trust, dated 12/29/93, on behalf of the trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared A. Jonathan Schwartz, Trustee of the A. Jonathan Schwartz 1993 retained Annuity Trust, dated 11/30/93, on behalf of the trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA)
)
COUNTY OF CLARK)

On the _____ day of _____, 2004 before me, a notary public in and for the State of Nevada, personally appeared Abigail Richlin-Schwartz, on her own behalf, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, and that by her signature on the instrument, she executed the instrument.

Witness my hand and official seal.

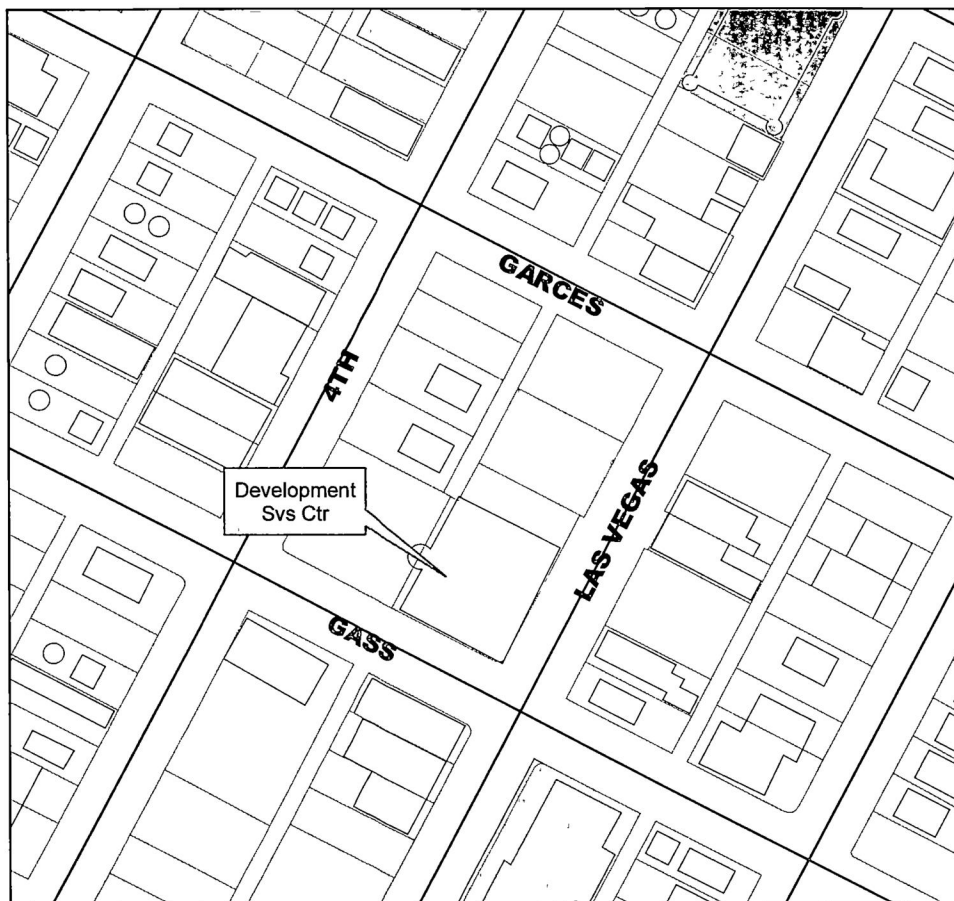
Notary Public

BANK'S PRIOR WRITTEN CONSENT

Pursuant to the Subordination, Nondisturbance And Attornment Agreement dated April 30, 1999 by and among the Landlord and Tenant herein and the Bank of America National and Savings Association, such Bank does hereby give its consent to the Landlord and Tenant to enter into this LEASE ADDENDUM NO. 3.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking assn.

By: _____
Title: _____



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas
- USA

Real Estate & Asset Mgmnt



11/4/04

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 acceptance of a Right-of-Entry from the Clark County School District (CCSD) to the City of Las Vegas (City) for access to Garside Elementary Pool area located at 300 South Torrey Pines Drive (\$3,500 - Americans with Disabilities Act [ADA] Fund) - Ward 1 (Moncrief)

Fiscal Impact:

☐	No Impact	Amount:	\$3,500.00
☒	Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐	Augmentation Required	Funding Source:	ADA Fund

PURPOSE/BACKGROUND:

In accordance with the Americans with Disabilities Act, City crews will work in conjunction with CCSD scheduling removal of approximately twenty linear feet of curb and sidewalk near the pool area, replacing it with a sloped sidewalk to facilitate entry by mobility impaired patrons. The work will also include striping and adding an additional parking space.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Right-of-Entry
2. Aerial Map

MOTION:

COUNCILMAN WOLFSON recommended Item 8 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 a right of entry issued from Clark County School District for City employees to access Garside Elementary to repair and adjust handicapped access to the pool. The work will cost about \$3,500 and he recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:13)

1-260

CLARK COUNTY SCHOOL DISTRICT

Demographics, Zoning & Realty Department

FACILITIES DIVISION

"Yes, we can"



July 28, 2004

David Roark, Manager
Real Estate & Asset Management
City of Las Vegas
4th Floor, 400 Stewart Ave.
Las Vegas, NV 89101

BOARD OF SCHOOL TRUSTEES

Mrs. Susan C. Brager-Willman, President
Mr. Larry P. Nelson, Vice President
Mrs. Mary Beth Scott, Clerk
Mrs. Shirley C. Barber, Member
Mrs. Ruth L. Johnson, Member
Mrs. Shonda R. Moulton, Member
Mrs. Denise M. Brinkley, Member
Mr. Charles Arthur Garcia, Superintendent

RE: Garside Middle School
Curb Access to Pool for Disabled

The Clark County School District is authorizing a right-of-entry onto our property,
known as Garside Middle School (APN 138-35-215-001) for the purpose of the
following:

- Remove approximately 20 linear feet of curb and sidewalk along
~~north side of Garside pool and in front of pool entrance ramp and~~
~~replace with sloped sidewalk.~~
- ~~Stripe and identify a "no parking zone" adjacent to new sidewalk~~
~~area utilizing an existing parking space.~~

City of Las Vegas and persons so authorized by City of Las Vegas shall have the right
and authority to go upon the property, after reasonable notice to site administrator, on one
or more occasions, to complete the handicapped access ramp at Garside Middle School
pool.

July 28, 2004

Page #2-

Subject to applicable state law, including Chapter 41, NRS, the City of Las Vegas, agrees to indemnify, defend by counsel reasonably acceptable to hold Clark County School District harmless of, from and against any all manner of claims, suits, causes of action, debt, losses, damages, liabilities, claims, liens, costs, expenses and obligation whatsoever, (including without limitation relating to any injury to or death of any person) including court costs and reasonable attorney's fees and expenses, incident to, resulting from, or in any way arising out of negligence of it's employees.

CLARK COUNTY SCHOOL DISTRICT

CITY OF LAS VEGAS

By:


J.P. Gerner, Associate Superintendent
Facilities Division

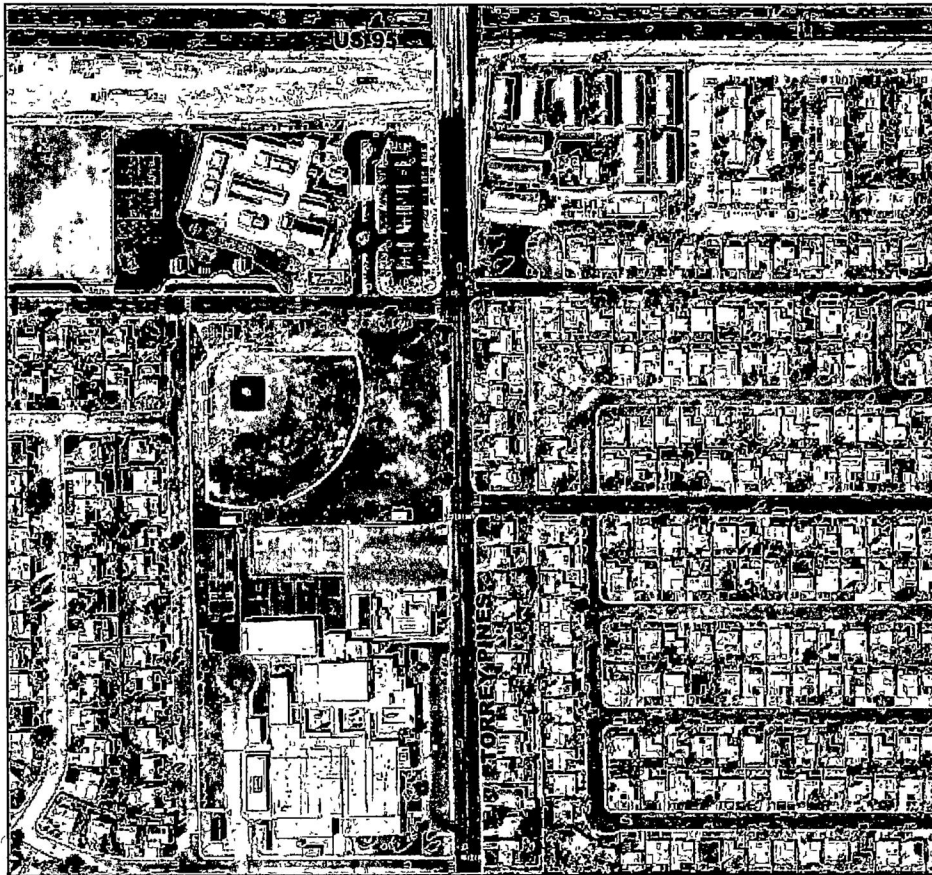
By:

OSCAR B. GOODMAN, MAYOR

Cc: Region Superintendent
Dusty Dickens, DZR
Fred Smith, Construction

APPROVED AS TO FORM:

 12/2/04
DEPUTY CITY ATTORNEY



Aerial Site Map

Legend

— Street Centerline

Real Estate & Asset Mgmt



11/29/04

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Discussion and possible action regarding a Lease Agreement with the Las Vegas Convention and Visitors Authority (LVCVA) for use of facilities at the Cashman Center located at 850 North Las Vegas Boulevard to hold Councilman Lawrence Weekly's Children's Christmas Surprise - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In an effort to continue his commitment to serve Ward 5, Councilman Lawrence Weekly will host a Children's Christmas Surprise at the Cashman Center on December 21, 2004. Ward 5 children will celebrate the holidays with the Councilman while partaking in fun festivities. This is a one-day event at no cost to the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 9 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, stated this is a lease agreement with Cashman Center for a brief period of time to hold Lawrence Weekly's Children's Christmas Surprise. The City will provide insurance and the space will not incur costs to the City. He recommended approval.

No one appeared in opposition.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:13 - 3:14)

1-287

LEASE AGREEMENT # CC1533.1
LESSEE: CITY OF LAS VEGAS
ADDRESS: 749 VETERANS MEMORIAL DRIVE
LAS VEGAS, NV 89101
TELEPHONE: 702.249.3880

CASHMAN CENTER

This Lease Agreement made and entered into this 6th day of December, 2004 by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, 3150 Paradise Road, Las Vegas, Nevada 89109, (702) 892-0711 (hereinafter referred to as "LVCVA") and LESSEE.

1. **Facilities Payment and Use:** NON-REFUNDABLE first payment of NONE to be paid at execution of this Lease Agreement. First payment credited when show is invoiced. Signed Lease Agreement is only valid if required first payment accompanies signed Lease Agreement upon return to the LVCVA. No interest will accrue by or be paid to Lessee on the first payment. Balance due upon receipt of invoice. INTEREST will be assessed at 1-1/2% per month on any balance due more than thirty (30) days after date of billing. See attached Exhibit "A" for rental rates, dates of tenancy, the Leased Premises, and other terms of this Lease Agreement. Payment of all prior LVCVA invoices is a condition precedent to the validity of this Lease. If Lessee fails to pay any amounts due and owing under any prior lease or invoice, the LVCVA will be under no obligation whatsoever to allow the Lessee to use or occupy any part of the Cashman Center.

2. **Conditions:** This Lease Agreement shall have no force or effect whatsoever unless and until executed by both parties, to wit: the Lessee and the President of the LVCVA or his designee. Lessee covenants and agrees to well and truly perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition subsequent to the effect of this Lease Agreement. Any alteration to this document unless executed by both parties will void this Lease Agreement.

The use of the facilities of Cashman Center herein described includes corridors necessary to accommodate patrons and seating in or a part of such facilities, together with such regularly provided electrical power, water and light, as may be reasonably required for use of said facilities. Reasonable heating and/or air conditioning shall be provided on show days only. The term reasonable shall be defined on a case-by-case basis in the sole and unfettered discretion of the LVCVA. Any additional requirements for heating and/or air conditioning must be approved by the LVCVA. The cost of any additional heating and/or air conditioning shall be paid by the Lessee. Concourse and entrance plaza areas are a portion of the Leased Premises that must be used concurrently with other shows, and within certain guidelines set forth from time to time by the LVCVA. Exhibit floor plan must be approved by LVCVA's Fire Safety Coordinator before sale of exhibit space to prospective exhibitors. Carpeted areas must be protected when used by Lessee. The Lessee shall not permit the Leased Premises to be used for lodging rooms or for any improper, immoral, illegal or objectionable purpose. The LVCVA reserves the right to use meeting rooms during move-in and move-out period and show days after show hours when Lessee is not using the same, such as at night, so long as rooms are in proper order as and when required by Lessee. LVCVA will hold Lessee harmless if the LVCVA uses meeting rooms when Lessee is not using the same. LVCVA will not use meeting rooms assigned to Lessee for Lessee's office space. The Lessee will be given notice and a reasonable opportunity to cure any default in their obligation under this Lease Agreement. The President of the LVCVA will have the final authority, but must act reasonably, to determine the appropriate action relating to any default under this Lease Agreement.

Any and all contractors of any tier ("Contractors"), that provide any goods or services for the Lessee or its sublessees of any tier, must enter into an agreement with the LVCVA, pay any and all fees and obtain the required insurance to work in the Cashman Center. Contractor's payment of any such fees and proof of such insurance is a condition precedent to the validity of this Lease Agreement.

If Lessee or any exhibitor so desires, upon written order of Lessee, the LVCVA will cause electric, gas or water service or connections to be installed, adjusted or effected as follows:

Electricity: One half normal illumination will be allowed for move-in and move-out days. Additional lighting, heating and air conditioning requested by the Lessee will be assessed a charge based on actual usage. Full illumination will be permitted on day prior to show opening. The LVCVA agrees to make available to Lessee, through Lessee's agent (electrical contractor) up to its existing capacity, all electric power required, and the Lessee agrees that any agreement with Lessee's agent (electrical contractor) will require said agent (electrical contractor) to reimburse the LVCVA with up to a twenty-five percent (25%) surcharge on the regular electric outlet rental fee charged on all electric outlets and floodlight charges levied by Lessee or Lessee's agent (electrical contractor) on all power made available by the LVCVA. All electrical service provided to Lessee spaces will be included when calculating charges. Lessee further agrees that Lessee's agent (electrical contractor) will supply the LVCVA with duplicate copies of all electrical charges made by said agent (electrical contractor) to each exhibitor or to Lessee within thirty (30) days after expiration of the Lease Agreement for the purpose of verifying the up to twenty-five percent (25%) surcharge amount to be paid the LVCVA by said agent (electrical contractor) and upon said agent's (electrical contractor) failure to pay said amount, then Lessee hereunder agrees to pay the same to the LVCVA upon submission of the documentation supporting a statement for the amount due LVCVA hereunder.

Gas and Plumbing: At Lessee's expense, at the standard rate for connection and consumption of gas or water, as per schedule to be established from time to time by the LVCVA in accordance with the LVCVA's prevailing practice, and Lessee shall be responsible for all charges arising from such contracts. Lessee shall be responsible for expenses incurred by the LVCVA for Lessee or its exhibitors for which the LVCVA has accepted a written order from the Lessee. The above and foregoing approval shall apply to subcontractor(s) as well as contractors. A surcharge of up to twenty-five percent (25%) may be charged the installation contractor for such plumbing services.

3. **Exclusive Telecommunication, Newsstand, Gift Shop and Business Center Services:** The LVCVA reserves the sole and exclusive right to handle for the Lessee, and its sublessees, any telecommunications; newsstand; gift shop and business center services, including normal telephone services; cellular telephone services; Internet services of any kind; computer rental; facsimile; copies; secretarial; baggage holding; small package freight; business equipment; sign shop and any other services associated with telecommunications, newsstand, gift shop or business center activities. The Lessee, or its sublessees(s), shall have no right to contract out these goods and/or services. The LVCVA shall have the right to assign or contract out for these goods and/or services. The exclusion for gift shop goods and services shall not include the sale of show merchandise.

Show Reservation Service: Lessee shall not engage an independent contractor to provide local hotel showroom reservation services to Lessee (or group) and its members during the period of this lease term, nor will space in or upon said Leased Premises be provided for such purpose during the term hereof by Lessee.

Concessions: Unless otherwise expressly stated to the contrary in this Lease Agreement, LVCVA reserves the sole and exclusive right to offer for sale on, in, or about the Leased Premises covered by this Lease Agreement, beverages of any type, food, souvenirs, or other merchandise of any sort, or LVCVA may contract for all such concession rights to any party or parties designated by LVCVA. Any concession rights granted in this Lease Agreement will be subject to existing concession contracts which exist between LVCVA and third parties. In no event will Lessee, its sublessee(s), exhibitors, agents, or guests, bring into the Cashman

Center, or any of its facilities, any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages, without the prior written consent of the President of the LVCVA. This section is not intended to restrict the free distribution of small quantities of product samples from a designated exhibit space. All samples being distributed must be manufactured or produced directly by the exhibitor. Before any sample is provided by the exhibitor or Lessee pursuant to this paragraph, the Lessee shall notify the LVCVA's concession contractor and obtain approval for such distribution.

4. **Forfeiture:** If cancellation is made (either partial or complete cancellation), in addition to liquidated damages set forth below, then the non-refundable first payment amount called for on page 1 shall be forfeited by the Lessee in consideration of the LVCVA holding said dates for exclusive use of the Lessee and rendering the same unavailable for others. The Lessee further covenants that if any default is made in payment of the rent or any part thereof at the times above specified, or if any default is made in the covenants or agreements herein contained, this Lease Agreement at the option of the LVCVA shall cease and terminate, and the relation of the parties shall be the same in all respects as if said term had fully expired. The LVCVA may reenter the said Leased Premises and hold the same as of its former state therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession. The Lessee shall, notwithstanding such reentry, pay the full amount of said rental as herein agreed to be paid. If cancellation (either partial or complete) is made by Lessee, Lessee agrees to pay to the LVCVA, as liquidated damages, one hundred percent (100%) of the total rent amount as set forth on Exhibit A. Such payment will be due and payable immediately upon any partial or complete cancellation by Lessee. The LVCVA will make all reasonable efforts to re-lease the Leased Premises upon written notification of the Lessee's cancellation. Any and all rent received by the LVCVA as a result of any such re-leasing shall serve to refund back to Lessee any paid liquidated damages. Lessee shall not be entitled to receive any refund in excess of the liquidated damages paid by Lessee. The liquidated damages provisions in this paragraph are a consequence of the fact that the amount of actual damages resulting from Lessee's termination is impossible to ascertain. Any liquidated damages paid by the Lessee are not to be construed as a penalty. Lessee's payment of any above referenced liquidated damages shall be due and payable upon notification of any cancellation.

5. **Insurance:** Lessee agrees to obtain and furnish to the President of the LVCVA, at least thirty (30) days prior to the time of occupancy, a certificate showing that there is in effect a policy of a MINIMUM OF \$1,000,000 combined single limit commercial general liability and automobile liability coverage, including broad form contractual liability in which the Lessee and the LVCVA are each named as insured or additional insured. Lessee shall obtain workers compensation insurance, and provide proof of the same to the LVCVA, for all employees of Lessee, and Lessee shall require any sublessee of any tier to obtain workers compensation insurance for any of sublessee's employees. The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Lessee. All insurance coverage shall be for full period of the Lessee's occupancy of the Cashman Center. Said insurance shall cover the entire Leased Premises of the Cashman Center, including parking lots, approaches and sidewalks. During the periods of multiple lessee occupancy, the Lessee shall only be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee will not do or permit to be done anything in or upon any portion of the Leased Premises, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Cashman Center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there, nor shall Lessee (without written consent of the President of the LVCVA) put up or operate any engine or motor or machinery on the Leased Premises, excepting normal equipment utilized to set up and dismantle exhibits, or use of oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes. The President of the LVCVA may refuse to allow any use of the Cashman Center facilities during any period when such insurance is not in force.

6. **Indemnity:** The Lessee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Cashman Center Leased Premises) occurring in or upon any portion of the Cashman Center leased or used by Lessee which are caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee shall defend, indemnify and hold harmless LVCVA, excepting loss by negligent acts of LVCVA, its officers, employees, and agents, from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Lessee's use or occupancy of the Leased Premises or from any breach by Lessee of any condition of this Lease Agreement, or from any act or omission of Lessee, its sublessees, or their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. The Lessee specifically will indemnify, defend and hold the LVCVA harmless for any actions taken by the Lessee or its subcontractors, related to the removal of individuals or groups from the Leased Premises. The LVCVA shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by Lessee, excepting loss by negligent acts of the LVCVA, its officers, employees and agents, or any other entity when the claims for damages or injuries are incident to, arise from or are in any way connected with Lessee's use or occupancy of the Leased Premises or any portion of the Cashman Center, or for any act or omission of Lessee, its sublessees, their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. However, this contract shall not provide any right for any person, firm, corporation, or association who is not a party to this Lease Agreement. To the extent permitted by law, the LVCVA shall defend, indemnify, and hold harmless Lessee, its officers and employees from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are solely caused by an act or omission of the LVCVA or its employees.

7. **Waiver of Liability and Waiver of Subrogation:** The LVCVA shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee's agents, servants, employees or property from any cause whatever, excepting loss by negligent acts by LVCVA, its servants or employees, during the period covered by this Lease Agreement, and the said Lessee hereby expressly releases said LVCVA from and agrees to indemnify and defend the LVCVA against any and all claims for any such loss, damage or injury. The LVCVA and Lessee agree to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, to recover loss sustained under the respective insurance contracts for real and personal property, and Lessee agrees that each sublease shall require of the sublessee a similar waiver of right to subrogation under their insurance contracts, when allowed by sublessee's insurance company.

8. **Services:** (a) The LVCVA will furnish additional services to the Lessee such as equipment, materials, technicians, etc. (to the extent of the LVCVA's available inventory and at current rates) on the following terms and conditions: Normal service, but not including technicians, stagehands, electricians, public address system operators, projectionists, guards and other personnel not normally members of the staff of the LVCVA. The LVCVA further reserves the right to name all technicians who will operate the LVCVA's equipment, and the Lessee shall pay for same.

(b) LVCVA services personnel will clean the show management's common use public areas including uncarpeted registration area, meeting rooms (when used for meetings only) and restrooms. Trash containers will be provided in public areas, placed at strategic locations, and serviced with concurrence of show management. These services are at no extra cost to Lessee.

(c) All janitorial and cleaning services (except as described in b) beginning with the first day of move-in, during show days, and through the final day of move-out shall be the responsibility of the Lessee. As part of Lessee's contract with its service contractor(s), the Lessee shall require said service contractor(s) to remove all trash in the public areas, exhibit halls, meeting rooms, theatre, stadium, and the exterior of Cashman Center which is used by the Lessee; except as specified herein.

(d) Additional services within the Cashman Center capabilities will be provided, if requested, and charges for labor and equipment will be invoiced at current rates.

(e) Meeting Rooms - One time setup per day - includes lights, heat, air, custodial and sound service (one microphone per room). Lessee agrees to pay minimum daily room rate for any changeovers or revised room setups.

(f) Care of Leased Premises: Lessee, at Lessee's own expense, shall keep the Leased Premises in a safe, sanitary and slightly condition in good repair, and shall restore and yield the Leased Premises back to the LVCVA upon the expiration or termination of this Lease in good condition and repair, ordinary wear and tear and damage by the elements, fire or act of God, or by other cause beyond the control of Lessee excepted. If the Leased Premises can be restored (without causing or constituting a termination of the privilege or an interference for the possession of the Leased Premises by Lessee) the LVCVA may do all things necessary to restore the Leased Premises to the condition required, including but not limited to, removal of signs, balloons, tape, and other things not removed by Lessee, its sublessees, or their respective servants, agents, employees, invitees, licensees or contractors charging the actual cost thereof to Lessee.

9. **Expiration of Occupancy:** At the expiration of occupancy hereinabove set forth, the Lessee shall quit and vacate the Leased Premises of the Cashman Center and return to the President of the LVCVA all equipment and facilities procured from the President of the LVCVA, which Leased Premises, equipment and facilities shall be in as good condition and repair as before the Lessee's use thereof except for wear from ordinary use. In the event the Lessee holds over and fails to surrender possession of the Leased Premises at the time herein agreed, then and in that event, the Lessee agrees to pay for the hold-over period at triple the rate herein provided for original term, and the same does not preclude the LVCVA from collecting other damages in the event damages do occur to the LVCVA as a result of such hold-over. If Lessee vacates the Leased Premises prior to the expiration of the contracted time of occupancy, the LVCVA will assume beneficial control of said Leased Premises and this Lease Agreement will terminate and the daily rate, if any, will not be charged by LVCVA.

10. **Property Left on Leased Premises:** The Lessee shall remove from the Leased Premises of the Cashman Center, on or before the termination of occupancy hereinabove agreed, all property, goods, and effects belonging to the Lessee or sublessees, or caused by Lessee to be brought upon the said Cashman Center. If any such property is not removed at the above stated time, the President of the LVCVA shall have the right to store or cause to be stored any such property, for which the Lessee agrees to pay a reasonable fee and all expenses incurred. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of such stored property.

11. **Lost Articles:** The President of the LVCVA, or his representatives, shall have the sole right to collect and have custody of articles left in the building or parking lots by persons attending any performance, exhibition or entertainment event given or held on the Cashman Center, and the Lessee shall not collect nor interfere with the collection or custody of such articles by the LVCVA. Lost articles will be returned upon proper identification of article and owner according to policies established by the LVCVA. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of lost articles.

12. **Compliance with Laws:** The Lessee, and the LVCVA, shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, State of Nevada, and wherever applicable, all rules, regulations of any governmental entity having jurisdiction and policies and criteria established by the LVCVA for the use of the facilities under the jurisdiction of the LVCVA, and the Lessee will not suffer or permit to be done anything on the Leased Premises in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Lessee shall be responsible to provide readily achievable access to the show and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Lessee to submit to the LVCVA in writing, a list of independent service companies (e.g. installation and dismantle companies, florists, modeling agencies, or other exhibitor appointed contractors) who are providing a service to exhibitors or show management. The Lessee shall be responsible for said companies to be properly licensed and insured prior to entering the Leased Premises of the Cashman Center. The Lessee shall secure compliance with all state and federal laws and/or regulations from any exhibitor who seeks to install its own booth ("Exhibitor"). Lessee shall ensure that the Exhibitor shall comply with all laws, rules and regulations related to booth installation and dismantling. Lessee shall obtain from such Exhibitor a commercial general insurance policy in the amount of, at least, Two Hundred and Fifty Thousand Dollars (\$250,000.00) which names the LVCVA and Lessee as additional insureds.

13. **Hazardous Materials:** Lessee, and its sublessees, are responsible for the proper care, handling, security, removal, and disposal of all hazardous materials brought to the Cashman Center by the Lessee or its sublessees, as required by current Environmental Protection Agency, or other applicable standards in effect at the time of occupancy. Upon request by LVCVA, the Lessee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Leased Premises will be paid by the Lessee.

14. **Licenses:** Lessee shall obtain all permits or licenses required by laws, ordinances, rules and regulations mentioned herein and shall secure such permits, and shall not suffer to be done anything on the Leased Premises during the term hereof in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to the Leased Premises by the Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

15. **Child Care:** Lessee shall not allow any type of child care facility to be operated on the Leased Premises.

16. **Signs and Posters:** Lessee shall not post or exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the Leased Premises, except upon such space as is made available for such purpose by the LVCVA, and Lessee will use, post or exhibit only such signs, advertisements, show bills, lithograph posters or cards upon said billboards as relate to the performance or exhibition to be given under this Lease Agreement and which meet the approval of the President of the LVCVA, and such approval shall not be unreasonably withheld.

17. **Advertising:** Advertising will not be allowed in the public areas of the Cashman Center without payment of additional compensation as fixed by Exhibit "A" and approved by the LVCVA. The LVCVA may require Lessee to provide a copy of each advertising contract and/or invoice related to the advertising sold by Lessee and located in the public areas of the Cashman Center. The LVCVA will sell advertising in the public areas of the Cashman Center and the Lessee will have no rights thereto.

18. **Security/Parking:** Lessee shall be responsible for complete security in all areas leased or used by Lessee, including exhibit areas, meeting rooms, loading dock areas, emergency exits, from the time of initial occupancy until completion of move-out. Such services will be at the expense of the Lessee. All security arrangements are subject to approval by the LVCVA, and such approval shall not be unreasonably withheld. Lessee will provide a security placement plan for stationary or roving posts to the LVCVA's Director of Security at least thirty (30) days prior to show opening. The LVCVA maintains twenty-four (24) hour security for protection of building perimeter. Only licensed Nevada security agencies and security guards that comply with LVCVA requirements will be used. The use of voluntary security is not permitted. The parking facilities, unless specifically leased by the Lessee, shall be under the direct and exclusive control of LVCVA. The Lessee shall not rely upon the availability of any parking lot or parking facility.

19. **Seating Capacity:** Lessee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity or authorized occupancy load of the facility or facilities hereinabove described. Standing room is prohibited. The Lessee shall not admit to the Leased Premises a larger number of persons than the seating capacity or authorized occupancy load thereof will accommodate or can safely or freely move about in said leased area. The LVCVA, being

charged by law with operation of the Cashman Center, and in doing so, has the right to attend all functions. Lessee acknowledges this requirement for such seating as may be required by LVCVA and agrees to honor the same upon request of the President of the LVCVA.

20. Access to Leased Premises: The LVCVA reserves for its representatives, agents and concessionaires, free access and right to enter any portion of the Cashman Center, including the Leased Premises. The Cashman Center, including the Leased Premises hereby and the keys thereof, shall at all times be under the control of the President of the LVCVA or his designee. The Lessee shall not use the lobbies for any purpose whatsoever without express written permission from the LVCVA. Any labor demonstrations, protests, or picketing are subject to a Consent Decree and the Lessee's rights to these public areas are limited thereby.

21. Objectionable Persons: The LVCVA, through its President and its agents and employees, reserves the right to eject any objectionable person or persons from the Cashman Center or any part thereof, if in the sole determination of LVCVA such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the President of the LVCVA, its agents or Metropolitan Police, Lessee specifically waives any right to any claim for damages against the LVCVA for such actions. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to any cause to which this section applies.

22. Force Majeure: If the (a) Cashman Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Leased Premises for the purposes and during the periods specified in this Lease Agreement, or (b) if the use of the Leased Premises by Lessee shall be prevented by, act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the LVCVA, then this Lease Agreement shall terminate and Lessee hereby waives any claim against the LVCVA for damages by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by LVCVA to Lessee. The LVCVA shall, within a reasonable time, provide notice to Lessee of any event to which this section applies.

23. Evacuations: It is mutually agreed by and between the parties that in the event the Cashman Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Lessee, for itself and for its successors and assigns, shall and does hereby release the LVCVA and all officials, officers, representatives, agents, employees and servants of the LVCVA from any and all liability for injury, loss of life, loss of or damage to property or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, excepting liability arising from negligent acts of LVCVA, its officers, employees, and agents. The Lessee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, to indemnify and hold harmless the LVCVA, their officials, officers, representatives, agents, employees and servants from any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of Lessee's activities related to such evacuation or direction to evacuate, excepting liability arising from negligent acts of LVCVA, its officers, employees, and agents. Under emergency circumstances, the President of the LVCVA, or his designee, shall regain complete control of the Cashman Center. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to emergency evacuation.

24. Scheduling and Time of Essence: Unless otherwise specified in writing, the President of the LVCVA shall be privileged to book similar events at any time. Time, including, without limitation, time of payment of monies due from Lessee, shall be of the essence of this Lease Agreement.

25. Acceptance of Leased Premises: Lessee and LVCVA shall jointly inspect the Leased Premises and its equipment prior to move-in to determine whether the Leased Premises is in all respects in proper condition for the uses contemplated by Lessee. Lessee and LVCVA shall jointly inspect the Cashman Center during move-out to determine whether any changes have occurred in the condition of the Cashman Center and/or its equipment, ordinary wear and tear excepted, which are directly attributable to Lessee's occupancy and use.

26. Reentry Right: Lessee agrees that if the Leased Premises or any part thereof shall become vacant during the said term, the LVCVA or its representatives may reenter the same either by force or otherwise without being liable for any prosecution therefor, and may at its option relet the said Leased Premises as the agent of the Lessee and receive the rent therefrom, applying the same first to payment of such expenses as may be incurred in reentering and relating said Leased Premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Lessee, and Lessee covenants that charges herein agreed to be paid remaining after deducting the net rental resulting from such reletting shall be paid by Lessee. However, nothing herein contained shall be construed as imposing any obligation on the LVCVA to so relet or attempt to relet the said Leased Premises or in any way affect the obligation of the Lessee to pay the full amount of said rental in case said Leased Premises shall not be so relet.

27. Television and Broadcasting: No artistic performance or sporting event presented in the Cashman Center shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between the Lessee and the LVCVA respecting the times and media of such broadcast, such additional compensation to the LVCVA as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Lessee. This section does not restrict the normal production of audio or videotapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.

28. Copyright and Trademark Indemnification: Lessee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Lease Agreement unless the Lessee and/or its sublessees have previously thereto obtained written permission from the copyright or trademark holder. Lessee acknowledges that Lessee acts under this Lease Agreement as an independent contractor, charged with the responsibility in Lessee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Lessee deems appropriate and that Lessee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1976 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Lessee warrants that in the performance of this Lease Agreement Lessee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Lessee will indemnify, save and hold harmless the LVCVA and its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. Lessee authorizes the withholding of payment from the LVCVA under this Lease Agreement pending final disposition of any claim which may result from the foregoing indemnification.

29. Royalties and Claims: Lessee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Lessee, its agents, employees, sublessees or licensees upon or within the Cashman Center, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Lessee agrees to hold harmless the LVCVA, its agents and employees, against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Lessee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

30. **Assignments/Arbitration Clause:** Neither this Lease Agreement nor any rights of the Lessee hereunder may be assigned by Lessee without the consent of the LVCVA, by and through its President. Any dispute, cause of action or claim for relief, between the LVCVA and Lessee (including any sublessee), regarding the terms, enforcement, interpretation, administration or performance of this Lease Agreement shall be submitted to the Nevada Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in Nevada Revised Statutes 38.010 et seq.

31. **Binding Effect of Lease Agreement:** All terms and conditions of this Lease Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Lease Agreement. Lease Agreement must be signed and returned by thirty (30) days from date of issue. Failure to comply will void the terms and conditions of the Lease Agreement. Any alteration of the terms of this Lease Agreement in any manner will void the Lease Agreement.

32. **Governing Law/Merger Clause:** The parties to this Lease Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. Except as provided herein, this Lease Agreement shall be interpreted and enforced under Nevada Law, and this Lease Agreement can only be interpreted in the State or Federal courts in the State of Nevada. Lessee, by signing this Lease Agreement, submits to the jurisdiction of any and all Nevada Courts. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Lease Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Lease Agreement shall be construed to be drafted by both the LVCVA and the Lessee.

33. **Subleasing of Leased Premises:** The Lessee may sublease the Leased Premises to exhibitors and other entities related to its convention or trade show. The Lessee may not sublease any part of or the entire Leased Premises to another convention or tradeshow without the express written permission from the LVCVA.

34. **Miscellaneous Terms:** If pavilions are used by Lessee in the parking lots, the Lessee is responsible for any damage or claims made as a result of the pavilion contractor's actions or inactions. Pavilions shall be constructed pursuant to any Fire Code requirements. The Lessee may not place exhibits in any rain water swale area. Any repairs made to the Cashman Center parking lots must meet LVCVA specifications. Exhibits and/or pavilions may not be left in place following the expiration of lease dates, without express written permission from the LVCVA and financial compensation paid to the LVCVA. The Lessee shall not hang or attach anything to the roof system of the Cashman Center without complying with the LVCVA's rigging plan. Lessee is responsible for insuring that the overall rigging plan is done in accordance with the suspended load limits procedure as prepared by LVCVA's structural engineering consultant. Lessee will insure that the weight load limits are not exceeded. Lessee will supply the LVCVA with the name of the person in charge of rigging. This person must obtain authorization for such rigging plans from the LVCVA seven (7) days prior to starting work. The Lessee must obtain written permission from the LVCVA for special or unusual rigging weights or motor apparatus.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease has been read in its entirety.

CITY OF LAS VEGAS

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: OSCAR B. GOODMAN, MAYOR

By: _____
PRESIDENT/CEO

Date: _____

Date: _____

Attest: _____

By: _____
LEGAL COUNSEL

Date: _____

APPROVED AS TO FORM:

Initial _____ Date _____

ss (12/6/04)

Thomas H. H. 12/6/04
Date

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY DECEMBER 17, 2004 FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

EXHIBIT "A"

CASHMAN CENTER

LEASE AGREEMENT #: CC1533.1

ORGANIZATION NAME: CITY OF LAS VEGAS

The LVCVA does hereby grant to Lessee and Lessee does hereby lease the following specified areas, on the dates, and at the rate for said facilities of the Cashman Center hereinafter set forth, for the following use and no other purpose: To hold a COUNCILMAN LAWRENCE WEEKLY'S CHILDREN'S CHRISTMAS SURPRISE.

OVERALL DATES commencing at 12:01 a.m. DECEMBER 20, 2004

and terminating at 11:59 p.m. DECEMBER 21, 2004

ACTUAL SHOW/MEETING DATES: DECEMBER 21, 2004

AREA	DATES	RENTAL RATE
EXHIBIT HALLS A	DECEMBER 20-21, 2004	N/C (Per Negotiated Rate.)***

REVISED: ADDED MOVE-IN DATE. CHANGED OVERALL AND SHOW DATE TO ABOVE.

* RENTAL RATE DEFINED:

Minimum rate versus 12% of gross gate, per show day, whichever is greater. TOTAL number of move in/move out days equal to one times number of show days at no additional charge. Additional move in/move out days at 50% of net square foot or minimum daily rate per day.

ADVERTISING IN PUBLIC SPACES:

Fifteen percent (15%) of gross receipts for all advertising. The term "gross receipts" shall mean the total amount of receipts, whether for cash, credit or any other consideration, received by Lessee, or any agent or employee of Lessee from all advertising (whether collected or not). If the consideration received is a barter or other kind of exchange, the Lessee shall pay to the LVCVA the above referenced percentage of the fair market value of such advertising as established by the Lessee's advertising rate card or the value of the benefit received by Lessee.

** MEETING ROOMS:

Meeting rooms and office space, which are listed at no charge, may not be subleased to sublessees for meetings without an additional payment to the LVCVA of fifteen percent (15%) of the sublet rate or the minimum daily rate, whichever is greater. If any meeting room and office space is used for exhibits, the rent shall be double the minimum daily rate.

Equipment (tables, chairs, staging), labor or cleaning, if required, at current rate.

*** Documentation Required: Letter of Self-Insurance Exhibit "B"

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, this 6th day of December, 2004, and acknowledge that the Lease Agreement has been read in its entirety.

CITY OF LAS VEGAS

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITYBy: _____
OSCAR B. GOODMAN, MAYORBy: _____
PRESIDENT/CEO

Date: _____

Date: _____

Attest: _____

By: _____
LEGAL COUNSEL

Date: _____

Initial Date

ss (12/6/04)

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY DECEMBER 17, 2004 FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

APPROVED AS TO FORM:

Thomas R. Allen 12/6/04
Date



LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

MAYOR PRO TEM
GARY REESE

LARRY BROWN
LAWRENCE WICKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

CITY MANAGER
DOUGLAS A. SELBY

HUMAN RESOURCES
DEPARTMENT

DIRECTOR
F. CLAUDETTE ENUS

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

VOICE 702.229.6315

TTY 702.366.3418

www.lasvegassnevada.gov

5101-001-7-04

November 23, 2004

Las Vegas Convention & Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109-9096

ATTN: Kevin Cooke

RE: Annual Letter Of Self-Insurance

Dear Mr. Cooke:

With all due care and diligence, and in accordance with Section 41.038 of the Nevada Revised Statutes, the City of Las Vegas has adopted a Self-Insured Liability Program, effective July 1, 1985. The City self-insures each occurrence within the limits of liability as established in accordance with Section 41.035 of the Nevada Revised Statutes.

This Self-Insured Liability Program has been established through a funded reserve system appropriately known as the "Self-Insured Liability Trust Fund" and is supported by an annual budgetary allocation.

Sincerely,

William T. Thorp

William T. Thorp
Safety/Loss Control Officer
Insurance Services Division

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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 Sales Agreement between the City of Las Vegas (City) and Backwall Development, LLC, for the sale of 4086 Spring Leaf Drive at a price of \$250,000 to repay a loan from Community Development Block Grant (CDBG) Revolving Loan Fund - County (near Wards 1 and 2 - Moncrief and Wolfson)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City acquired this property through default of the previous owner. City staff held a public auction for the sale of the property on 11/8/04. The appraised value of the property "as is" was \$250,000, which became the starting bid price. The qualified and successful bid for acquisition of the property was \$250,000. The funds will be used to repay a loan from Community Development Block Grant Revolving Loan Fund.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Sales Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 10 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

SUE PRESCOTT, Neighborhood Services, stated the City acquired the property through default involving a loan fund recipient. The property was appraised and a bid process was received at the appraised value. She indicated the money will be used to repay HUD for funding and recommended approval.

AL GALLEG0, Las Vegas resident, stated he was unable to locate information about Backwall Development, LLC and was concerned about the City purchasing property outside of the City. He then questioned why the City is considering such a deal if it will lose over \$10,000. MS. PRESCOTT explained the property was given as collateral for a loan on a business that was operating in the City but has since gone out of business. There was not a payment on this loan for over eight years. She clarified the property was not purchased but rather taken as collateral.

DAVID ROARK, Real Estate and Assest Management, described the condition of the house to be a nuisance and would have cost the City about \$70,000 to get the property back to livable conditions. It was decided to appraise the property and try to sell it in the as-is condition.

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 2004

MINUTES - Continued:

MR. GALLEG0 disagreed with the amount that was agreed upon because of its prime location and reiterated concern for not having information on Backwall Development, LLC.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:14 - 3:15)

1-314

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Seller") and BACKWALL DEVELOPMENT LLC (herein the "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land consisting of approximately 0.16 acres located at 4086 Spring Leaf Drive, Las Vegas, Nevada, 89147-4414 ("Property"). A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 163-15-811-057. Seller is the owner of a building on the Property, consisting of approximately 1,831 square feet. Property is zoned Commercial Professional (CP).

B. At an auction held on November 8, 2004, at 3:00 pm in City Hall, the above referenced Buyer was the highest bidder.

C. Accordingly, Buyer submitted to the City's Real Estate and Asset Division 1) a \$25,000 check as a good faith earnest deposit, 2) proof of credit worthiness, 3) signed and notarized Disclosure Form, and 4) a signed form attached hereto as Exhibit "D" agreeing to abide by the City's requirements contained in the handout relative to the auction sale and acknowledgement that the property will be sold "as is" with mold and roof damage.

D. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described and attached hereto as Exhibit "B".

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

1. **PURCHASE AND SALE.** Buyer shall purchase all of Seller's right, title and interest in and to the Property and Improvement in an "as is" condition from Seller.

2. **PURCHASE PRICE.** The purchase price (herein "Purchase Price") to be paid for the Property shall be TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000), all cash. The Purchase Price should be paid as follows:

(a) Buyer shall deposit TWENTY-FIVE THOUSAND DOLLARS (\$25,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall become non-refundable. The Deposit shall apply towards the Purchase Price of the Property.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000).

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) business days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be deemed non-refundable. The Deposit shall be applied towards the Purchase Price upon the closing of escrow.

3. **TITLE TO THE PROPERTY.** The title to the Property conveyed is to be subject to easements, rights-of-way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR") with readable copies of all exceptions to title provided through escrow to be furnished at Seller's expense, if any. Buyer shall have fifteen (15) business days following receipt of the PTR to approve the condition of title. If written disapproval is not received by Seller and Escrow Agent within said period, Buyer shall be deemed to have accepted the condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to cure Buyer's objection(s) prior to the expiration of the Contingency Period. If Seller elects to disregard or fails to cure Buyer's Objection(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. **TITLE INSURANCE.** Seller agrees to deliver, at its expense, good and merchantable title as evidenced by a California Land Title Association ("CLTA") policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement. Buyer, at its option and as its sole recourse against Seller, may terminate this Agreement to purchase, and the deposit shall be returned if the Seller fails to deliver good and merchantable title as herein provided.

5. **CONDITION OF TITLE.** The Seller shall convey the Property free and clear of all liens, encumbrances, assessments, taxes and other defects except those acceptable to the Buyer. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in recorded easements affecting the Property as approved by the Buyer.

6. **INVESTIGATION OF PROPERTY.** Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. The Seller agrees to make available a representative to grant access to and escort Buyer while on the Property. Buyer agrees to indemnify Seller from any actual damage as a result of personal injury or property damage suffered, and which is determined or finally adjudged to be the result of Buyer's sole negligence when Buyer conducts any tests and investigations on the Property during the Contingency Period. Buyer further agrees to indemnify Seller from any injury to persons or actual damage including any legal fees to the personal or real property of others, which results from the Buyer's tests and investigations on the Property during the Contingency Period, and which is determined or finally adjudged to be the result of Buyer's sole negligence. Seller has disclosed to Buyer prior to auction that the Improvements upon Property had water leak defects and mold had been detected in the building. Buyer has acknowledged same and is willing to purchase Property and Improvement in its "as is" condition.

7. **ESCROW.** The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins of Chicago Title ("Escrow Agent"), located at 2300 W.

Sahara Avenue #140, Las Vegas, NV, 89102, within three (3) business days after the execution and delivery occurs. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close escrow within seven (7) business days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire ninety (90) calendar days from the date of approval of this Agreement by the Las Vegas City Council as set forth in Section 9 below. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents entitled thereto when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

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

If escrow fails to timely close as the result of Buyer's default, the Escrow Agent shall pay the Deposit in escrow to Seller as damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to seek specific performance and other legal and equitable remedies available to the Buyer herein, but Seller shall be in no event subject to any liability for damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

8. **CONTINGENCIES.** The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR, and all documents described within the PTR, issued by Escrow Agent concerning the Property within fifteen (15) business days after Buyer's receipt of same from Escrow Agent (see Section 3).

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

(c) Buyer has obtained the right to inspect the Property. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage as a result of Buyer's tests and investigations during the Contingency Period on the Property. Buyer agrees to indemnify Seller in accordance with Section 6 of this Agreement.

(d) This Agreement is contingent upon the approval by the Las Vegas City Council at a duly noticed meeting of the City Council pursuant to Section 9.

9. **TIME OF OFFER/CONDITION PRECEDENT.** Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to purchase the Real Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council, and signed by the Mayor of the City of Las Vegas within thirty (30) calendar days of this Agreement. If this Agreement is not approved by the City Council within the thirty (30) calendar day period, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Seller shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement. By executing this Agreement and submitting it to the Seller, the Buyer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time and with contingencies specified above.

10. **CLOSING COSTS AND FEES.**

- A) The Seller shall pay for the cost of a CLTA owners coverage of title insurance.
- B) All other normal costs and charges associated with the closing of this escrow shall be shared equally.
- C) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.
- D) All Closing Costs shall be paid at Close of Escrow.

10.1 **DISBURSEMENT OF FUNDS.** Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow.

10.2 **CLOSING STATEMENTS.** Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 14 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 14 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

11. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer the following:

- A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.
- B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.
- C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.
- D) As far as is known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Real Property or Seller, as relating to the Real Property.
- E) The successful bidder is aware the building has roof and mold damage and will be sold in an "as is" condition. The successful bidder agrees to accept structure in its 'as is' condition at the date of auction. The successful bidder is aware any remedies to correct any problems in the building are incurred at bidder's own expense. The effective date of this Agreement shall be the date this Agreement is approved by the Las Vegas City Council, which date shall be inserted in the first paragraph. Seller is aware that any extended transaction time related to the effective date of this Agreement can adversely affect the "as is" condition of the Property as of the date of auction. Seller shall, in good faith, strive to expedite the approval and execution of this Agreement as expeditiously as possible.
- F) In the event the actual "as is" condition of the Property materially changes from between when the Buyer physically walked through, inspected, photographed, and submitted the successful bid on the Property, and when the Close of Escrow occurs, the Seller agrees to negotiate in good faith a reasonable consideration to the Purchase Price and/or remedy the material changes to the Property.

11.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

11.2 EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

12. **MORATORIUMS.** Should the Property come under a moratorium resolution or other similar action by a governmental agency or utility company which would normally provide services to the Property, all payments and conditions of performance referred to herein or referred to in any documents connected with this sale, including the Note, shall automatically be extended by the length of the period covered by such moratorium order.

13. **CONDEMNATION.** If, at or prior to the time of closing, the Property, or any portion thereof, shall be condemned or taken pursuant to any governmental power of eminent domain, Buyer shall have the right to terminate this Agreement and receive its Deposit, less escrow costs and the Fair Consideration, or elect to proceed to closing with an equitable reduction in the Purchase Price for the portion of the Property condemned or to be taken at the per acre purchase price rate or at the condemnation value, whichever is higher, lost on account of such taking.

14. **NOTICES.** Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER:

City of Las Vegas
Public Works/Real Estate and Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

COPIES TO:

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

City of Las Vegas
Neighborhood Services Office/Neighborhood Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

BUYERS:

BACKWALL DEVELOPMENT LLC
Steven Rueben
3862 Ruskin Street
Las Vegas, NV 89147

BACKWALL DEVELOPMENT LLC
Frank Rigley
3853 Windansea Street
Las Vegas, NV 89147

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

15. **APPLICABLE LAWS AND SEVERABILITY.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada

16. **ENTIRE AGREEMENT.** The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.

17. **SUCCESSORS AND ASSIGNS.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

19. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

20. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

21. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 2 is made to Seller.

22. **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.

23. **FORCE MAJEURE.** Seller and Buyer 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.

24. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

25. **INDEMNIFICATION.** Subject to NRS 41.035, Seller hereby agrees to protect, indemnify, and hold the Buyer, 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 Buyer, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Buyer, 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 Seller or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Seller, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

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

26. **MODIFICATIONS OR AMENDMENTS.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

Upon approval of this Purchase and Sale Agreement by the City Council and after it has been fully executed by signature of all parties, the Seller designates the Manager of the Real Estate & Asset 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 Agreement (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records 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.

27. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Buyer warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of BACKWALL DEVELOPMENT LLC, as

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

well as all persons and entities holding more than a one percent (1%) interest in BACKWALL DEVELOPMENT LLC, or any principal of BACKWALL DEVELOPMENT LLC. Throughout the term hereof, BACKWALL DEVELOPMENT LLC, shall notify Seller in writing of any material change in the above disclosure within 15 calendar days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Seller" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

J. Penhale 12/3/04
DEPUTY CITY ATTORNEY/DATE

"Buyer" BACKWALL DEVELOPMENT LLC

Steven Rueben, Managing Member

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this ____ day of _____, 2004, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Steven Rueben, Managing Member for Backwall Development LLC, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

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

NOTARY PUBLIC, in and for said County and State

THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS ____ DAY OF _____, 2004.

By: _____
Title: _____

EXHIBIT "A"



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- ▨ 4086 Spring Leaf

Real Estate & Asset Mgmnt



11/23/04

EXHIBIT "B"
LEGAL DESCRIPTION

Lot 29, Block 1, Page 39 or Plat Book 21, Laurel Park Homes #2, as recorded in the Clark County Nevada Recorder's Office

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

10.			
9.			
8.			
7.			
6.			
5.			
4.			
3.			
2.	FRANK RILEY - Partner	3853 WINDHAST ST. 89147 LV NV	702-591-2209
1.	STEVEN RUEBEL - Partner	3862 RUSKIN AVE, 89147 LV NV	702-419-6460
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			

Block 3 Type of Business

☒ Individual
 ☐ Partnership
 ☐ Limited Liability Company
 ☐ Corporation

Block 1 Contracting Entity (Name) Steven Ruebel & Frank Riley		Block 2 Description Subject Matter of Contract/Agreement 4086 SPRING LEAF DRIVE APN: 163-15-811-057	
Block 3 Name 3862 RUSKIN ST, LV NV 89147		Block 4 Address 4086 SPRING LEAF DRIVE APN: 163-15-811-057	
Block 5 EIN or Social Security # 069-465768		Block 6 5R/339-70-1730 F.R.	

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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 HLA

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.

[Signature]
Name

11/4/04
Date

Subscribed and sworn to before me this 4th
day of

November, 2004.

[Signature]
Notary Public



EXHIBIT 'D'

11/8/04 Auction

4086 Spring Leaf Drive

Potential Buyer Requirements:

- Potential bidder should be aware that building plans are available at the following rates from the Clark County Building Department/Development Services: \$2 for 11" x 17" sheets (half size) or \$4 for 24" x 36" sheets (full size). This information has been provided to the inquiring party so that the plans can be provided to their potential home inspector.
- Potential bidder should be aware that the building is approximately 23 years old, containing approximately 1,831 square feet.
- The City reserves the right to accept a bid, reject all bids, negotiate with any Applicant to change it's bid, or take any other combination of such actions.
- If you choose, please be prepared to have your prospective home inspector also in attendance at this meeting for site inspection. The City of Las Vegas will not address any technical questions regarding the house. You or your representative will have to make your own determination based on the plans purchased from the Clark County Building Department/Development Services. The City of Las Vegas cannot guarantee the accuracy of these plans.
- The successful bidder(s) must submit a \$25,000 check payable Chicago Title Company directly following the close of auction (November 8, 2004, by 3:30 p.m.).
- All unsuccessful bidders will have their bids logged in the event the successful bidder does not close escrow.
- Potential bidder must submit proof of credit worthiness from their lender and/or financial institution by November 4, 2004, by 4:00 p.m. to confirm available funds are accessible for the purchase of the home.
- Potential bidder must submit the attached Disclosure Form (completed, signed, and notarized) by November 4, 2004, by 4:00 p.m.
- Potential bidder must attend the auction November 8, 3:00 p.m. at City Hall, 4th floor, Boulder Room, 400 Stewart Avenue, Las Vegas, NV 89101 in order to participate in the auction.

EXHIBIT 'D'

11/8/04 Auction

4086 Spring Leaf Drive

- The successful bidder is aware the building has roof and mold damage and will be sold in an "as is" condition.
- The successful bidder agrees to accept structure in its 'as is' condition as of date of auction.
- The successful bidder is aware any remedies to correct any problems in the building are incurred at bidder's own expense.
- The City of Las Vegas will disconnect the gas/electric/phone/cable utilities, as applicable.
- Escrow is to close by December 15, 2004, if the Las Vegas City Council approved the Purchase & Sale Agreement in a timely manner. The total purchase price plus closing cost shall be deposited with Escrow Officer by December 1, 2004. If escrow is not closed by December 15, 2004, due to Buyer default all monies will be returned to Buyer less \$25,000, which shall be forfeited to Seller and the contract will become null and void.
- Successful bidder will be required to schedule an appointment to sign a Sales Agreement the week of November 15, 2004, for the dollar amount awarded at the auction plus closing costs, and agrees to be bound by the terms of the agreement subject to approval of the Las Vegas City Council.
- Successful bidder shall not store or maintain any materials on the Property, which would be in violation of any applicable federal, state or local law, regulation, statute or code prior to close of escrow.
- Potential bidder must sign agreeing to abide by the terms contained herein and return same by November 4, 2004 by 4:00 p.m.

POTENTIAL BIDDER

Steve Ruv 11/4/04
Name Date

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: DECEMBER 14, 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:

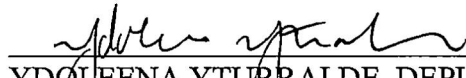
None.

(3:18)

1-443

THE MEETING ADJOURNED AT 3:18 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK

January 26, 2005