

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, FEBRUARY 1, 2005
3:00 P.M.**

REAL ESTATE COMMITTEE - COUNCILWOMAN MONCRIEF AND COUNCILMAN WOLFSON

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

CALL TO ORDER

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action on the Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas (\$1,300,000 - General Fund) - Ward 6 (Mack)

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

20 ✓

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **January, 2005**, a copy of a NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **Real Estate Committee Meeting** to be held on the 1st day of **February, 2005**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

City Clerk

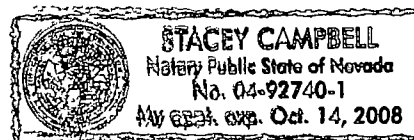
DEPARTMENT

Subscribed and sworn to before me this

27th day of January, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF ELECTRONIC MAILING (email)

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

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Paula Clark

SIGNATURE

City Clerk

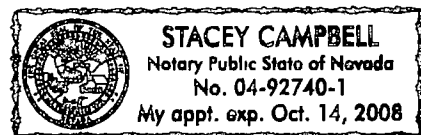
DEPARTMENT

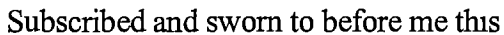
Subscribed and sworn to before me this

27th day of January, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State





REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 1, 2005

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILMAN WOLFSON and COUNCILMAN WEEKLY

Also Present: DIRECTOR OF ADMINISTRATIVE SERVICES CHRIS KNIGHT, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, AND DEPUTY CITY CLERK YDOLEENA YTURRALDE

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

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

(3:06)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 1, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: DOUGLAS A. SELBY

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action on the Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas (\$1,300,000 - General Fund) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$1,300,000.00
☐ Budget Funds Available	Dept./Division:	Field Operations/Detention & Enforcement
☒ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Nevada Divisions of State Parks and State Lands were directed by Governor Guinn and authorized by Nevada State Senate Bill 444 and Assembly Bill 287 to enter into negotiations with the City of Las Vegas regarding the transfer of Floyd Lamb State Park. Both bills contain very specific guidelines regarding the possible transfer of Floyd Lamb State Park to the City of Las Vegas if the City desires such a transfer. Council, at its regular meeting on December 3, 2003, directed staff to meet the State Division of Lands and Parks to develop a proposed agreement for the transfer of the Park. City staff has met with the state staff on various occasions for the past year and developed a proposed transfer agreement.

RECOMMENDATION:

Staff will follow direction of City Council

BACKUP DOCUMENTATION:

Floyd Lamb State Park Transfer Agreement

MOTION:

COUNCILMAN WEEKLY recommended Item 1 be stricken. COUNCILMAN WOLFSON concurred.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

CHRIS KNIGHT, Director of Administrative Services, explained that ongoing discussions have taken place with the State of Nevada and they have decided to look at other planning options in the area. He recommended the item be stricken in order to cooperate and allow the State time to decide what is best.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:06)

1-7

FLOYD LAMB STATE PARK TRANSFER AGREEMENT

This FLOYD LAMB STATE PARK TRANSFER AGREEMENT ("Agreement") is made between **THE STATE OF NEVADA**, by and through its Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources ("State"), and the **CITY OF LAS VEGAS** ("City"), a municipal corporation of the State of Nevada.

In consideration of the mutual covenants and representations herein contained, the State and the City agree as follows:

1.

TRANSFER OF FLOYD LAMB STATE PARK TO CITY

1.1 **Transfer.** Subject to the terms and conditions of this Agreement, the State does hereby agree to transfer and convey to the City, and the City does hereby agree to accept from the State, the property described in Exhibit A attached hereto (commonly known as Floyd Lamb State Park, and herein called the "Park"), together with appurtenant water rights, which description shall be amended prior to Closing to except therefrom and to reserve unto the State, the Forestry Site (including access easement and appurtenant water rights) described below.

1.2 **Relinquishment of Federal Land Lease.** Simultaneously with the transfer of the Park to the City pursuant to the terms of this Agreement, the State of Nevada shall relinquish in favor of the City, the lease from the United States of America to the State (Lease No. N-36876) (the "Leased Land").

2.

CLOSING THE TRANSFER AND RELINQUISHMENT

2.1 **Closing.** At the election of the City, the simultaneous closing of the transfer of the Park and the relinquishment of the Leased Land ("Closing") shall be held at the Lawyers Title of Nevada, Inc. (the "Escrow Agent") office in Las Vegas, Nevada, on the date which is on or before fifteen (15) calendar days following the completion of the Conditions of Closing as set forth herein (the "Closing Date"), unless the parties mutually agree upon another place or date. In the event the State and the City notify Escrow Agent of the completion of all Conditions of Closing, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by the City to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City Manager, Douglas A. Selby, or his written designee, shall have the authority to execute all documents necessary to close escrow, extend escrow, or amend or terminate this Agreement. The deed shall be a Quitclaim Deed, in conformance with the requirements of this Agreement, and in substantially the form set forth as Exhibit C herein. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide any policy of Title Insurance requested and paid for by the City to the City at Close of Escrow. Escrow Agent shall record the deed to convey the Park to the City and shall deliver the

State's relinquishment of the Leased Land to the United States Bureau of Land Management at Closing. In the event the City elects to close the transactions set forth in this Agreement without the use of the Escrow Agent, then the parties shall proceed to close such transactions as soon as the Conditions of Closing have been accomplished, with the parties' obligations remaining the same except for those provisions only applicable to Escrow Agent.

2.2 State's Obligations at Closing. By Closing, the State shall deliver to Escrow Agent the following documents:

(a) Deed. Quitclaim Deed (the "Deed") prepared by Escrow Agent and executed by the State conveying the Park to the City subject only to the Permitted Exceptions and the agreed upon Reservations (including the Forestry Site described below) and Restrictions;

(b) Relinquishment. The Relinquishment of the Leased Land, in favor of the City, in the form acceptable to the United States Bureau of Land Management, executed by the State with no reservations or restrictions other than the requirements of the Recreation and Public Purposes Act (43 USC Sec. 869—the "R&PP Act");

(c) Evidence of Authority. Copy of State's authorizing statutes or other documents required by Escrow Agent, certified by State as true and complete, as of the Closing Date, so as to evidence the authority of the person signing the Deed and other documents to be executed by State at Closing and the power and authority of the State to convey the Park to the City and relinquish the Leased Land in accordance with this Agreement, including all documents required by the Land And Water Conservation Act;

(d) Any other documents deemed necessary by the Escrow Agent for the Closing.

2.3 City's Obligations at Closing. By Closing, City shall deliver to Escrow Agent the following:

(a) Any documents deemed necessary by the Escrow Agent for the Closing.

3.

CONDITIONS TO CLOSING

3.1 Evidence of Title.

(a) Title Commitment. Upon the request of the City, Escrow Agent shall provide a commitment for Title Insurance on the Park, and legible copies of any leases, restrictive covenants, easements and other items listed as title exceptions therein. State shall disclose and provide to Escrow Agent and to City, copies of any and all information and documents related to such leases, covenants, easements and exceptions as may be requested by Escrow Agent.

(b) Title Exceptions. Thereafter, the City shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If the City declines the purchase, the parties agree to cancel escrow immediately. If the City fails to disapprove of any such item by written notice to the State and Escrow Agent within the 30-day period, the City shall be deemed to have approved such item. If the City disapproves of any such item by written notice to the State and Escrow

Agent during such 30-day period, the State may either cure such item at the State's cost and expense or the State may notify the City and Escrow Agent in writing within 30 days of the written notice of disapproval, that the State will not cure said item, at which time and in such event the City shall thereafter have 20 days within which to notify the State and Escrow Agent in writing that the City agrees to take title subject to said previously disapproved item, or this Agreement shall be deemed null and void and cancelled as if never entered into. The title exceptions listed in the Commitment for Title Insurance, which City approves or is deemed to approve pursuant to this Section 3.1, are hereinafter called the "Permitted Exceptions."

(c) Title Restrictions. The State and the City agree that the title and the Deed shall be subject to the following Restrictions (in addition to the Reservation to the State of the Forestry Site, which will be set forth in the amended legal description attached as Exhibit A to the deed), to be set forth on the recorded deed:

1. The City of Las Vegas shall protect all historical and recreational value of the property described in Exhibit A hereto.
2. The City shall guarantee public access to the property described in Exhibit A hereto.
3. The City of Las Vegas and any successor in title shall not transfer any interest in the property described in Exhibit A hereto without the written consent of the State of Nevada through a concurrent resolution of the Legislature.
4. The City of Las Vegas shall use the property described in Exhibit A hereto only for passive recreation. Passive recreation is defined as follows:
 - a. With respect to the improved core portion of the Park of approximately 60-acres as described in Exhibit B hereto, those recreational uses that have historically been allowed by the State of Nevada, as expanded to also include family play fields, group use, picnic areas, hiking and jogging trails, cultural events, and other passive recreational uses as defined by the National Recreation And Parks Association.
 - b. With respect to the remainder of the property described in Exhibit A hereto, any type of outside recreational use consistent with the Land And Water Conservation Act to which the property is subject, which use must also be approved through the public planning process of the City of Las Vegas with input from the State of Nevada.
5. In the event of any breach of the foregoing restrictions, the property described in Exhibit A shall revert to the State of Nevada, including all appurtenant water rights.

3.2 Condition of Park.

(a) Inspection And Repair. The City may inspect the Park and any State records with respect thereto, at any reasonable time during business hours during the above referenced periods prior to Closing. The State shall make available to the City for inspection and copying, all pertinent property information and historical records with respect to the Park. If such inspections reveal any fact or condition unacceptable to the City, the City shall notify the State and Escrow Agent of such unacceptable fact or condition. The State shall insure that all existing Park facilities are in good operating condition and that every effort has been made to identify and repair any deficiencies prior to transfer of the Park to the City. The State shall also provide City staff with an overview of current operations plans, including administration and upkeep of Park facilities. Thereafter, if the City elects to go forward with the transfer of the Park, the City shall accept the Park in its "as is" physical condition. The City shall be liable for all damage or injury to person or property

resulting from any City inspection occasioned by the acts of the City, its employees, agents or representatives, and the City shall indemnify and hold harmless the State from any liability resulting therefrom, subject to the limitations of liability set forth in NRS 41.035.

(b) Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the City shall pay the Escrow Agent's cancellation fees and charges, and neither party shall have any further obligations under this Agreement.

3.3 Forestry Site. The term "Forestry Site" as used throughout this Agreement shall include the following:

(a) Survey. As a condition to Closing, the City shall survey the portion of the Park identified by the State for the use of the Division of Forestry of the State Department of Conservation and Natural Resources, and shall create a separate parcel for said site.

(b) Reservation of Site. The property description of the Park as set forth in Exhibit A shall be amended to except therefrom and to reserve unto the State, the parcel for the Forestry Site, together with an access easement to and from said Site. The amended property description shall then be attached as Exhibit A to the deed transferring the Park to the City.

(c) Reservation of Water Rights. The documentation necessary to transfer the water rights appurtenant to the Park to the City shall also be amended to except therefrom and to reserve to the State, the water rights as identified by the State appurtenant to the Forestry Site, together with any easements that may be required to utilize such water rights on the Forestry Site. The water rights reserved for the Nevada Department of Forestry Site will not exceed 12 acre feet per year.

3.4 Proration. Rents and assessments shall be prorated to the date of Closing.

3.5 Closing Costs. Except as otherwise expressly provided herein, the City shall pay, on the Closing Date, the title insurance premium for the type of policy requested by the City, together with any escrow fees, recording costs and other customary charges of the Escrow Agent.

3.6 Approval of Agreement. This Agreement must be approved by statute if the State Legislature is in session, or if the Legislature is not in session, the Legislature's Interim Finance Committee must approve the Agreement. The State shall provide evidence of such approval to the Escrow Agent prior to Closing.

4.

FUTURE USE

After the transfer of the Park to the City, and unless the Park reverts to the State:

(a) Maintenance. The City will operate and maintain the Park in such manner that the use and enjoyment of the Park by the residents of the State is not diminished. The City shall maintain all water rights in good standing with the State Engineer's office, and ensure they are retained on the property.

(b) Release of State. The State is released by the City and is not liable for any expense incurred to operate or maintain the Park or any appurtenances or facilities which are located on the Park. This release does not prohibit the State from making grants to the City for operation or maintenance of the Park or any appurtenances or facilities which are located on the Park.

(c) Park Name. The City may not change the name of the Park from a name which includes the name of Floyd Lamb unless the State Legislature approves the change by statute.

5.

MISCELLANEOUS

5.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO CITY: City of Las Vegas
 400 Stewart Avenue
 Las Vegas, NV 89101-2986
 Attention: City Manager

IF TO STATE: Nevada Division of State Lands
 Department Of Conservation And Natural Resources
 1300 S. Curry Street
 Carson City, NV 89703-5202

Nevada Division of State Parks
Department of Conservation And Natural Resources
333 W. Nye Lane
Carson City, NV 89703-5202

5.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

5.3 Amendment. Only a written instrument executed by the parties hereto may amend this Agreement.

5.4 Successors and Assigns. This Agreement shall bind and inure to the benefit of the State and the City and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. The City shall not assign any of its rights or obligations under this Agreement without the prior written consent of the State.

5.5 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

5.6 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

IN WITNESS WHEREOF, the parties hereto do execute this Agreement as indicated:

CITY OF LAS VEGAS

Attest:

Barbara Jo Ronemus, City Clerk

By: Oscar B. Goodman, Mayor

Date: _____

Approved As To Form:

Norman R. Green 1/25/05
Deputy City Attorney Date

STATE OF NEVADA

By: _____
Administrator, Division of State Lands
Department of Conservation and Natural
Resources

Date: _____

Township 19 South, Range 60 East, M.D.M., more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter (NW 1/4) of said Section 9; thence North 89° 35'34" West along the North line of said Section 9 a distance of 75.01 feet to the West line of the East 75.00 feet of the Northwest Quarter (NW 1/4) of said Section 9, being the true point of beginning; thence continuing North 89° 35'34" West along said North line a distance of 60.00 feet; thence South 00° 39'34" East parallel with the East line of the Northwest Quarter (NW 1/4) of said Section 9 a distance of 840.00 feet; thence South 25° 20'38" West a distance of 125.00 feet; thence South 40° 52'49" West a distance of 550.66 feet to a point in the South line of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of said Section 9; thence North 88° 29'50" East along said South line a distance of 480.00 feet to the West line of the East 75.00 feet of the Northwest Quarter (NW 1/4) of said Section 9; thence North 00° 39'34" West along the West line of said East 75.00 feet a distance of 1356.25 feet to the true point of beginning.

(m) Parcel 13. The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., excepting therefrom:

(1) The East 75.00 feet thereof;

(2) The West 30.00 feet as granted to Clark County for road purposes; and

(3) The following described property:

Commencing at the Northeast Corner of the Northwest Quarter (NW 1/4) of said Section 9; thence North 89° 35'34" West along the North line of said Section 9 a distance of 75.01 feet to the West line of the East 75.00 feet of the Northwest Quarter (NW 1/4) of said Section 9, being the true point of beginning; thence continuing North 89° 35'34" West along said North line a distance of 60.00 feet; thence South 00° 39'34" East and parallel with the East line of the Northwest Quarter (NW 1/4) of said Section 9, a distance of 840.00 feet; thence South 25° 20'08" West a distance of 125.00 feet; thence South 40° 52'49" West a distance of 550.66 feet to a point in the South line of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of said Section 9; thence North 88° 29'50" East along said South line a distance of 480.00 feet to the West line of the East 75.00 feet of the Northwest Quarter (NW 1/4) of said Section 9; thence North 00° 39'34" West along the West line of said East 75.00 feet a distance of 1356.25 feet to the point of beginning.

(n) Parcel 14. The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 19 South, Range 60 East, M.D.M.

EXHIBIT B TO FLOYD LAMB STATE PARK TRANSFER AGREEMENT
(PROPERTY DESCRIPTION OF IMPROVED CORE PORTION OF PARK)

II*
CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 125-04-002-001; -09-101-003, -501-001
Reference: 814:773361 (1977),
Record of Survey in File 32, Page 26 (1978)

Vesting: State of Nevada

Section: S 1/2, SEC 4, AND N 1/2, SEC 9, T19S, R60E, MDM

Street/Subdivision: IMPROVEMENT BOUNDARY OF FLOYD LAMB STATE
PARK

W.A. No. P21100

Cogo:-

Requested eb Written byu Checked Proofread
01-04-05

That portion of South Half (S 1/2) of Section 4, and North Half
(N 1/2) of Section 9 all in Township 19 South, Range 60 East,
M.D.M., being improvement boundary of Floyd Lamb State Park
described as follows:

COMMENCING at said Section 4 and said Section 9 common quarter
corner; thence along the south line of the Southwest Quarter
(SW 1/4) of said Section 4 also being the north line of the
Northwest Quarter (NW 1/4) of said Section 9,
North 89°46'49" West 110.88 feet to the POINT OF BEGINNING;
thence departing said south line North 00°00'00" East 760.00
feet; thence North 50°05'52" East 1730.37 feet; thence
South 63°18'30" East 1099.76 feet; thence South 27°25'09" West
592.57 feet; thence North 62°44'34" West 388.66 feet; thence
South 53°13'41" West 701.60 feet; thence South 29°15'48" East
165.07 feet; thence South 48°52'08" West 492.56 feet; thence
South 16°24'45" West 827.73 feet; thence North 90°00'00" West
605.44 feet; thence North 00°00'00" East 654.00 feet to the
POINT OF BEGINNING.

The above-described parcel of land contains an area of 2,639,710
square feet or 60.599 acres, more or less.

BASIS OF BEARINGS: North 89°46'49" West being the south line of
the Southwest Quarter (SW 1/4) of Section 4, Township 19 South,
Range 60 East, M.D.M., as shown on Record of Surveys in File 32,
Page 26 of Clark County, Nevada Records.

EXHIBIT B

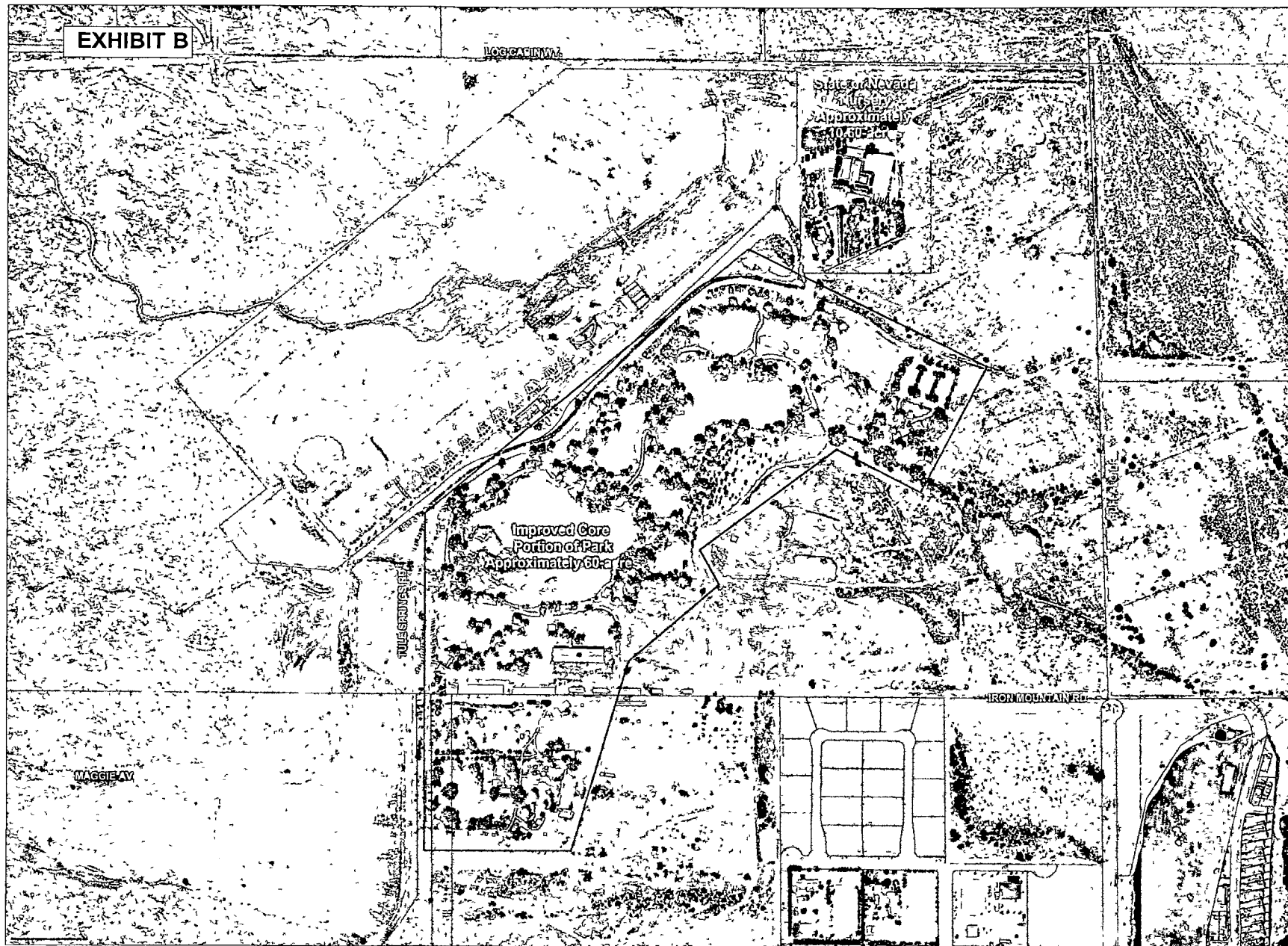


EXHIBIT C TO FLOYD LAMB STATE PARK TRANSFER AGREEMENT
(FORM OF DEED)

RPTT: Exempt 2
APN:

Upon Recordation, Return to:
City of Las Vegas
Real Estate & Asset Mgmt.
400 Stewart Ave.
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE STATE OF NEVADA (the "State") does hereby Grant, Bargain, and Sell to

THE CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada,

the real property situate in the County of Clark, State of Nevada, described on Exhibit A attached hereto together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any rents, issues or profits thereof.

The property is conveyed subject to leases, restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record, and to the following restrictions:

1. The City of Las Vegas shall protect all historical and recreational value of the property described in Exhibit A hereto.
2. The City shall guarantee public access to the property described in Exhibit A hereto.
3. The City of Las Vegas and any successor in title shall not transfer any interest in the property described in Exhibit A hereto without the written consent of the State of Nevada through a concurrent resolution of the Legislature.
4. The City of Las Vegas shall use the property described in Exhibit A hereto only for passive recreation. Passive recreation is defined as follows:
 - a. With respect to the improved core portion of the property of approximately 60-acres as described in Exhibit B hereto, those recreational uses that have historically been allowed by the State of Nevada, as expanded to also include family play fields, group use, picnic areas, hiking and jogging trails, cultural events, and other passive recreational uses as defined by the National Recreation And Parks Association.
 - b. With respect to the remainder of the property described in Exhibit A hereto, any type of outside recreational use consistent with the Land And Water Conservation Act to which the property is subject, which use must also be approved through the public planning process of the City of Las Vegas with input from the State of Nevada.
5. In the event of any breach of the foregoing restrictions, the property described in Exhibit A shall revert to the State of Nevada, at the option of the State.

STATE OF NEVADA

By: _____

Name:

Title: Administrator, Division of State Lands

Department of Conservation and Natural Resources

(Acknowledgement to be inserted upon execution)
(Amended Exhibit A and exhibit B to be attached upon execution)

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: FEBRUARY 1, 2005

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:

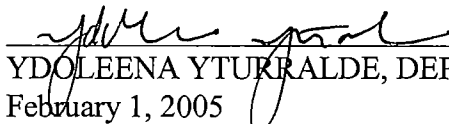
None.

(3:08)

1-65

THE MEETING ADJOURNED AT 3:08 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK
February 1, 2005