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, MARCH 15, 2005
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMAN WOLFSON AND COUNCILWOMAN TARKANIAN

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

CALL TO ORDER

ANNOUNCEMENT RE· COMPLIANCE WITH OPEN MEETING LAW

NEW BUSINESS:

1. Discussion and possible action regarding a first amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Rail Road Rail line, APNs 139-34-110-002 and 003 - Ward 5 (Weekly)

2 Discussion and possible action regarding an Easement and Rights-of-Way whereby Sierra Crossings Home Owners Association grants approximately 0.29 acres of land located south of Gilmore Avenue and west of the I-215 known as APN 137-12-697-029 to the City of Las Vegas (City) for a pedestrian bridge, walking path and drainage purposes - County (near Ward 4 - Brown)

3 Discussion and possible action regarding a Grant, Bargain, Sale Deed whereby the City of Las Vegas (City) grants approximately 21,587 square feet of land to Astoria Alexander LLC, (Astoria) on APN 137-12-297-028 located on Gilmore Avenue east of Cliff Shadows Parkway and west of the I-215 - County (near Ward 4 - Brown)

4. Discussion and possible action regarding an Extension of Lady Luck Parking Garage Lease and Consent to Assignment whereby the City of Las Vegas (City) and The Henry Brent Company, a Nevada LLC, (Company) agree to the assignment of the lease and extension thereof on property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage - Ward 5 (Weekly)

5. ABEYANCE ITEM - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 4.84 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-015 to HELP Las Vegas Housing Corporation II, for the development and construction of affordable housing for low-income individuals ($10 revenue - General Fund) - Ward 5 (Weekly)

6. ABEYANCE ITEM - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 3 165 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-018 to The Salvation Army for development and construction of an affordable family housing community for low-income individuals ($10 revenue - General Fund) - Ward 5 (Weekly)

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

continued

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 ot the City Clerk until final disposition is made

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **8th** day of **March, 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 **15th** day of **March, 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

8 day of March, 2005

YDOLEENA YTURRALDE
Notary Public State of Nevada
No. 04-93365-1
My appt. exp. Nov 18, 2008

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)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **8th** day of **March, 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 **15th** day of **March, 2005,** was electronically mailed (emailed) 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

8 day of March, 2005

YDOLEENA YTURRALDE
Notary Public State of Nevada
No. 04-93365-1
My appt. exp Nov. 18, 2008

NOTARY PUBLIC in and for said County and State

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **8th** day of **March, 2005** at the hour of **4:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **15th** day of **March, 2005,** 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

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

8 day of March, 2005

YDOLEENA YTURRALDE
Notary Public State of Nevada
No. 04-93365-1
My appt. exp. Nov. 18, 2008

NOTARY PUBLIC in and for said County and State

City of Las Vegas

REAL ESTATE COMMITTEE AGENDA

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

- **CALL TO ORDER**

MINUTES:
PRESENT: COUNCILMAN WOLFSON and COUNCILWOMAN TARKANIAN

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, REAL ESTATE AND DEPUTY DIRECTOR JOHN McNELLIS, 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
(3:00)
1-1

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding a first amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Rail Road Rail line, APNs 139-34-110-002 and 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 Las Vegas has been selected as Master Developer to furtherance the development of the 61-acre parcel known as Union Park. City Council approved the execution of an ENA with Related Las Vegas on January 5, 2005. A deal point in the ENA was for the developer to prepare an independent market study for Phase 1 of the development. The first amendment would allow City Parkway V, Inc. to contract directly with its own consultant for the market study and the consultant's fee would be paid from the $250,000 earnest money deposited by Related Las Vegas that is reserved for the payment of predevelopment expenses.

RECOMMENDATION:
Approval of authorization for the President of City Parkway to execute the amendment.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. First Amendment to the Exclusive Negotiating Agreement
3. Disclosure of Principals
4. Location Map

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

MINUTES:
COUNCILMAN WOLFSON declared the Public Hearing open.

JOHN McNELLIS, Deputy Director, Public Works, appeared on behalf of the Real Estate and Asset Management Division and requested the item be trailed to allow SCOTT ADAMS, Director of the Office of Business Development, to be present.

SCOTT ADAMS, Director of the Office of Business Development, indicated that this is a simple first amendment to the Exclusive Negotiating Agreement between the owner of the 61-acre site and Related Las Vegas. The current agreement requires Related Las Vegas to perform and pay for their own market site for the total scope of development. This amendment provides the City would contract for the market study and pay for it out of the earnest money deposit provided by the developer. This would allow the City to be in control of the market study and to make sure the study results are truly independent and

MINUTES - Continued:
third-party, rather than driven by the developer.

TOM McGOWAN, Las Vegas resident, asked for available information for potential uses on the particular parcel involved. MR. ADAMS responded that the parcel involved is the 61-acres. The developer was selected after a national request for proposals to 15 companies. The 120-day Exclusive Negotiating Agreement allows the developer to create a plan for development. MR. McGOWAN commented on the nebulous evolution of the plan and future support or opposition by staff once the plan is presented.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:00 - 3:01/3:07 - 3:10)
1-12/1-159

City of Las Vegas

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: MARCH 15, 2005
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: APPROVAL REGARDING FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN CITY PARKWAY V, INC., AND RELATED LAS VEGAS FOR UNION PARK

Execution of Exclusive Negotiating Agreement approved by City Council on January 5, 2005.

Related Las Vegas has deposited $500,000 with City Parkway V, Inc., $250,000 of which is reserved to pay for predevelopment expenses.

Agreement requires developer to prepare a market study for Phase 1 of the development.

First Amendment to the Exclusive Negotiation Agreement will allow City Parkway V, Inc. to contract directly with a consultant to perform the market study.

Related Las Vegas agrees to pay for the market study from the $250,000 portion of the earnest money deposit reserved to pay for predevelopment expenses.

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Amendment") is entered into as of the _____ day of _____, 2005 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV") and RELATED LAS VEGAS, LLC, a Delaware limited liability company ("Developer"), on the terms and provisions set forth below.

WHEREAS:

A. CPV and Developer entered into that certain Exclusive Negotiation Agreement dated January 5, 2005 (the "Agreement").

B. CPV and Developer mutually desire to amend the agreement as set forth in this Amendment in connection with the preparation of a certain market study.

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

1. Definitions. Any terms used in this Amendment which are capitalized but not defined herein shall have the same meaning as set forth in the Agreement.

2. Market Study. Subparagraph (f) of Section 3 of the Agreement is hereby deleted in its entirety and the following substituted ion lieu thereof:

(f) Market Analysis.

CPV will have prepared and submitted to Developer a market analysis for the overall development of Union Park. The market analysis will be submitted within 120 days of commencement of the Term. Developer shall pay the costs thereof in an amount not to exceed $50,000.00. Developer agrees that CPV may apply $50,000 of the

Good Faith Deposit (hereinafter defined) to pay for the cost of such study and analysis.

3. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Amendment 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 Amendment and the remaining provisions shall remain in full force and effect.

(b) Captions. The captions contained in this Amendment are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(c) Counterparts. This Amendment 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.

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 _____

RELATED LAS VEGAS, LLC,
a Nevada limited liability company

By_____

Title _____

ATTEST:

_____

APPROVED AS TO FORM:

Michael C. Mackey, Esq
2/28/05

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 NY, 10022	(212) 421-5333
2.	Jorge M. Perez		
3.	Kenneth A. Himmel	625 Madison Avenue, NY 10022	(212) 421-5333
4.	Jeff T. Blau	" " " " " "	(212) 421-5333
5.	Martin S. Burger	" " " " " "	(212) 421-5333
6.	Ronald W. Wactrow	" " " " " "	(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 August, 2004

Notary Public

LINDA A SHAY
NOTARY PUBLIC, State of New York
No. 4862182
Qualified in Suffolk County
Commission Expires August 25, 2006

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD GOECKE ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding an Easement and Rights-of-Way whereby Sierra Crossings Home Owners Association grants approximately 0.29 acres of land located south of Gilmore Avenue and west of the I-215 known as APN 137-12-697-029 to the City of Las Vegas (City) for a pedestrian bridge, walking path and drainage purposes - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:
This Easement is necessary for purposes of public safety and drainage purposes in the neighboring area.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Easement and Rights-of-Way
2. Site Map
3. Aerial Map

MOTION:
COUNCILWOMAN TARKANIAN recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WOLFSON concurred.

MINUTES:
COUNCILMAN WOLFSON declared the Public Hearing open.

JOHN McNELLIS, Deputy Director of Public Works, explained the property is within Ward 4 where COUNCILMAN BROWN is trying to create a pedestrian corridor from a subdivision neighborhood to an elementary school site. This corridor has to span an existing open channel drainage improvement. Staff has worked with the homeowners association regarding some fallow dirt containing underground utilities which could be used for the access corridor. The homeowners association is supportive of the action and granting easement to the City for the access. He noted a correction for the record that this is a City parcel in Ward 4 and not County as shown and recommended approval.

TOM McGOWAN, Las Vegas resident, questioned the proposed material for the pedestrian bridge and the guaranteed fire-resistance. MR. McNELLIS indicated he was uncertain as to the components of the pre-manufactured bridge. Most components will be non-combustible metal and concrete decking. Until the design is complete, he could not specifically respond to the question. It is spanning a non-combustible concrete channel. MR. McGOWAN noted that the pre-manufactured bridges on the Strip are poly foam and extremely flammable. He recommended approval based upon a determination as to flammability. COUNCILMAN WOLFSON discussed with MR. McGOWAN that the bridges should be coated with non-flammable materials, but people try to slide by spending as little as possible.

MINUTES - Continued:

Human nature being what it is, he will not be utilizing those bridges or visiting the Stratosphere Tower. COUNCILWOMAN TARKANIAN confirmed that the bridge would be constructed within code requirements.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:01 - 3:07)
1-30

A.P.N. 137-12-697-029

EASEMENT AND RIGHTS-OF-WAY

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

SIERRA CROSSINGS HOME OWNERS ASSOCIATION

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of ONE dollar and 00/100 cents ($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 and reconstruction of a pedestrian bridge, desert landscaping 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 **GRANTEE(S)**, its successors and assigns agree that:

1. Said parcel may be improved and used for pedestrian walking path purposes and for utilities and drainage purposes;

2. The **GRANTEE** shall be liable for any construction and maintenance of any improvements placed upon said parcel due to the **GRANTEE's** necessary operations using reasonable care,

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 **GRANTEE** 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(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

A.P.N. 137-12-697-029
GRANTOR:

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 23 day of February, 20 05.

WILLIAM D. CARVER, President
Sierra Crossings HOA

ADRIAN D. JONES, Treasurer
Sierra Crossings HOA

STATE of NV)
) ss.
COUNTY of Clark)

On February 23, 20 05, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared William D. Carver & Adrian D. Jones 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

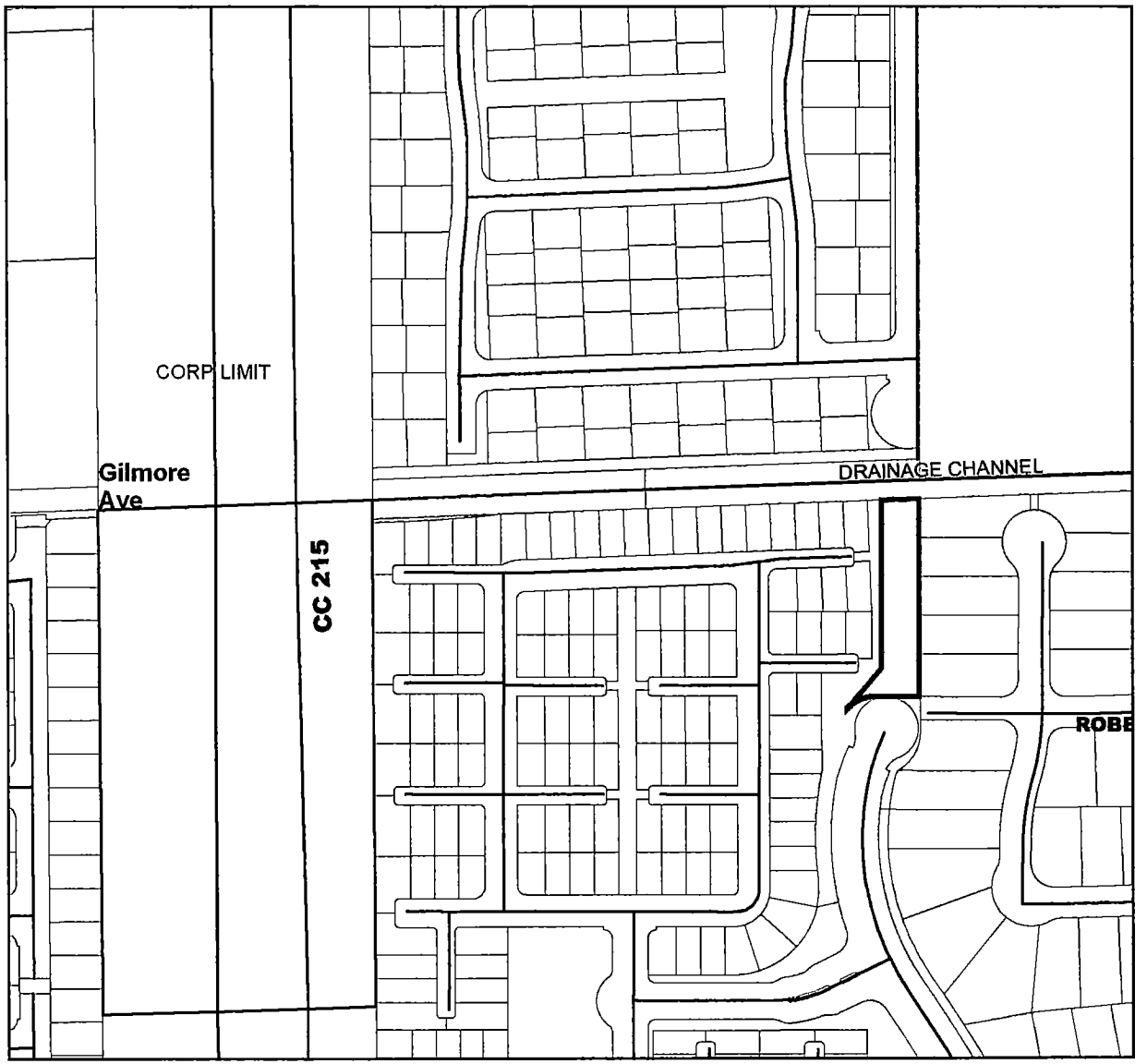
Notary Public

JENNIFER L. ELLIS
Notary Public State of Nevada
No. 02-74285-1
My appt. exp. March 19, 2006

Notary Stamp/Seal Above

FOR LVVWD USE ONLY

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



Site Map

Legend

137-12-697-029

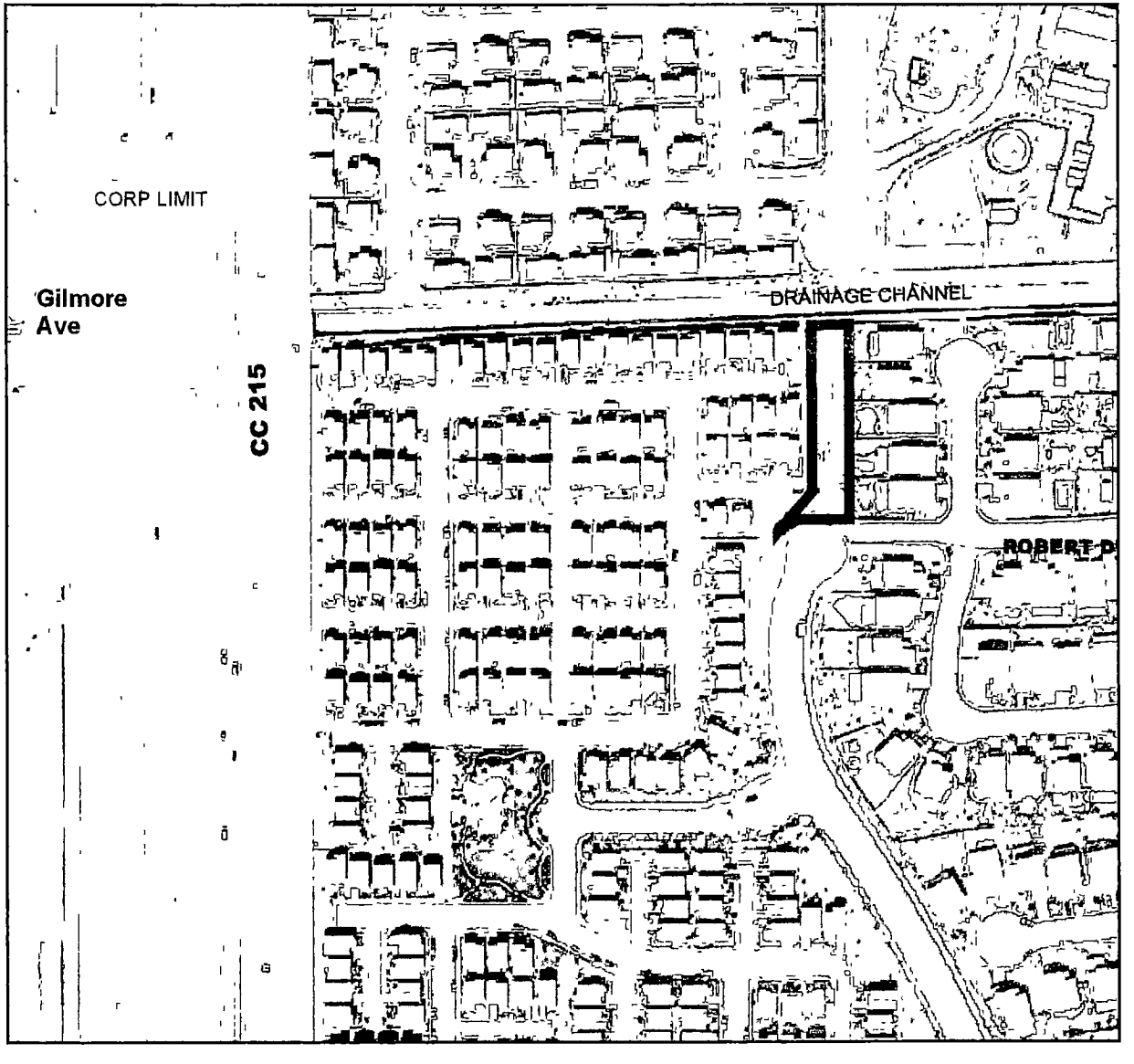
Street Centerline

Parcels

Real Estate & Asset Mgmnt

N

3/2/05



Aerial Site Map

Legend

137-12-697-029

Real Estate & Asset Mgmnt

N

3/2/05

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD GOECKE ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding a Grant, Bargain, Sale Deed whereby the City of Las Vegas (City) grants approximately 21,587 square feet of land to Astoria Alexander LLC, (Astoria) on APN 137-12-297-028 located on Gilmore Avenue east of Cliff Shadows Parkway and west of the I-215 - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:
In 9/04 Council approved the City accepting title to this property from Astoria. This was a remnant piece of property from their development on the north side. The intent of the City accepting the property was to use for access and drainage purposes for the development of the property on the south side. Astoria now has purchased the property to the south and we wish to deed this property to Astoria for access and drainage purposes. Astoria will pay all escrow costs and transfer expenses.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Grant, Bargain, Sale Deed
2. Site Map
3. Aerial Map
4. Disclosure of Principals
5. Letter dated 12/21/04

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

MINUTES:
COUNCILMAN WOLFSON declared the Public Hearing open.

JOHN McNELLIS, Deputy Director of Public Works, outlined the return of land to Astoria involving a drainage channel which severed off a portion of the property from the subdivision site. The abutting land has since been purchased and Astoria has petitioned for the return of the land to be incorporated into the new parcel. The City paid no money for the parcel, and Astoria will pay all transfer fees. He noted a correction for the record that this is a City parcel in Ward 4 and not County as shown. He recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:10 - 3:11)

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

MINUTES - Continued:
1-271

A.P.N.: **137-12-297-028**
Previously ptn of 137-12-201-014

R.P.T.T.: **EXEMPT**

When Recorded Mail To: Mail Tax Statements To:

ASTORIA ALEXANDER LLC
10655 Park Run Drive, Suite 200
Las Vegas, NV 89144

GRANT, BARGAIN and SALE DEED

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

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

do(es) hereby *GRANT, BARGAIN and SELL* to

Astoria Alexander LLC, a Nevada Limited Liability Company

the real property situate in the County of Clark, State of Nevada, described as follows:

Lot CLV-1 in Astoria at Lone Mountain Final Map Book 118 Page 0004 recorded June 30, 2004.

Subject to:

1. All general and special taxes for the current fiscal year.

2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

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

By:_____
Oscar Goodman, Mayor

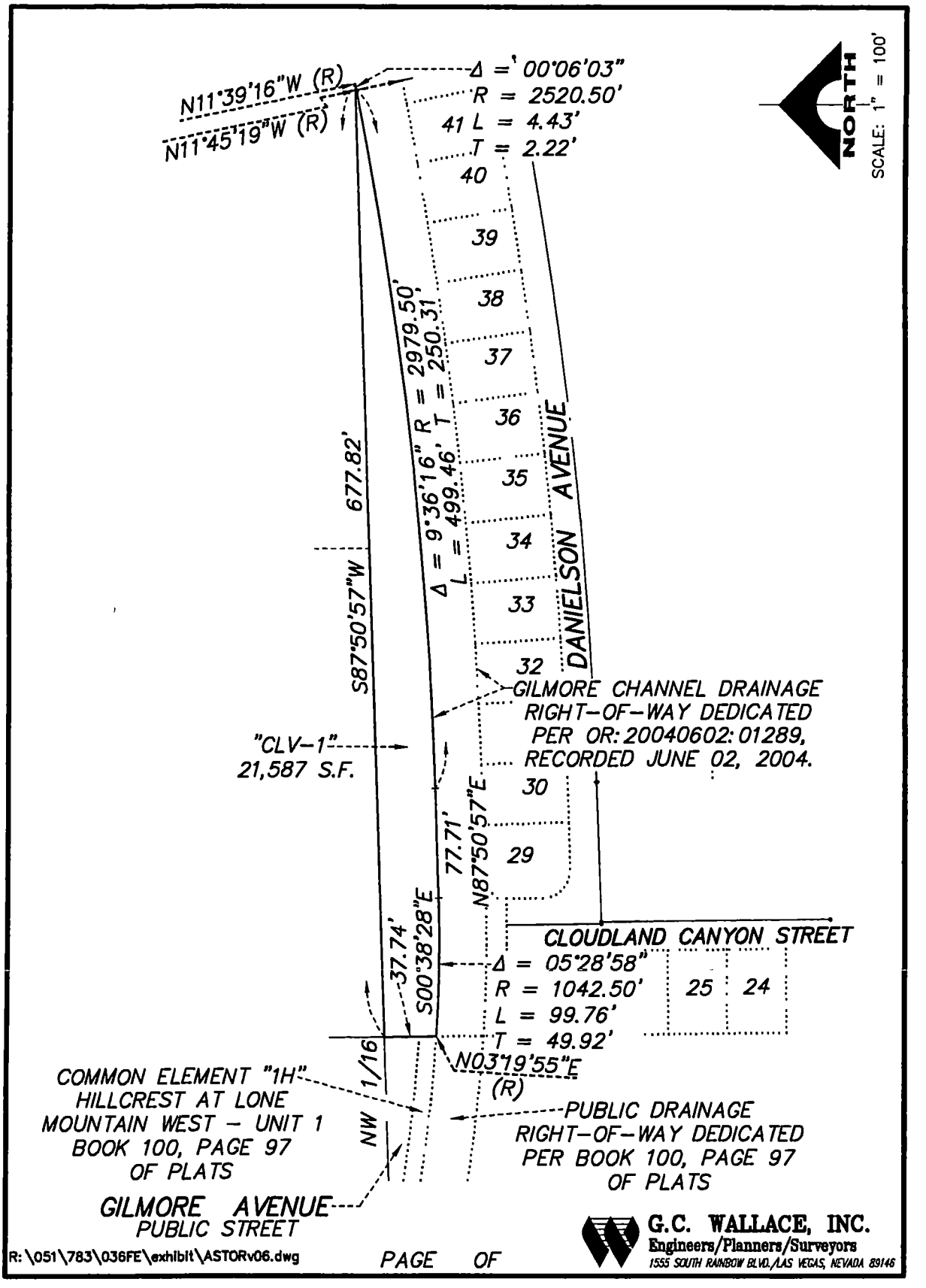
APPROVED AS TO FORM:
Thomas P. Green 2/22/05
Date

STATE OF **NEVADA**)
: **ss.**
COUNTY OF **CLARK**)

This instrument was acknowledged before me on _____ by _____as Mayor of the City of Las Vegas

_____
Notary Public

(My commission expires: _____)



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

R:\051\783\036FE\exhibit\ASTORv06.dwg

NOTES

This map is for assessment use only and does NOT represent a survey

No liability is assumed for the accuracy of the data delineated herein information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office

This map is compiled from official records including surveys and deeds but only contains the information required for assessment. See the recorded documents for more detailed legal information

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

PARCEL BOUNDARY	001 PARCEL NUMBER
SUBD BOUNDARY	1.00 ACREAGE
ROAD EASEMENT	202 PARCEL SUB/SEQ NUMBER
PM/LD BOUNDARY	PB 25 45 PLAT RECORDING NUMBER
NON-PARCEL LOT LINE	5 BLOCK NUMBER
MATCH LINE / LEADER LINE	2 LOT NUMBER
001 ROAD ID NUMBER	GLS GOV LOT NUMBER

AVERAGE OA VALUE 55

ASSESSOR'S PARCELS - CLARK CO., NV.

M W Schofeld, Assessor

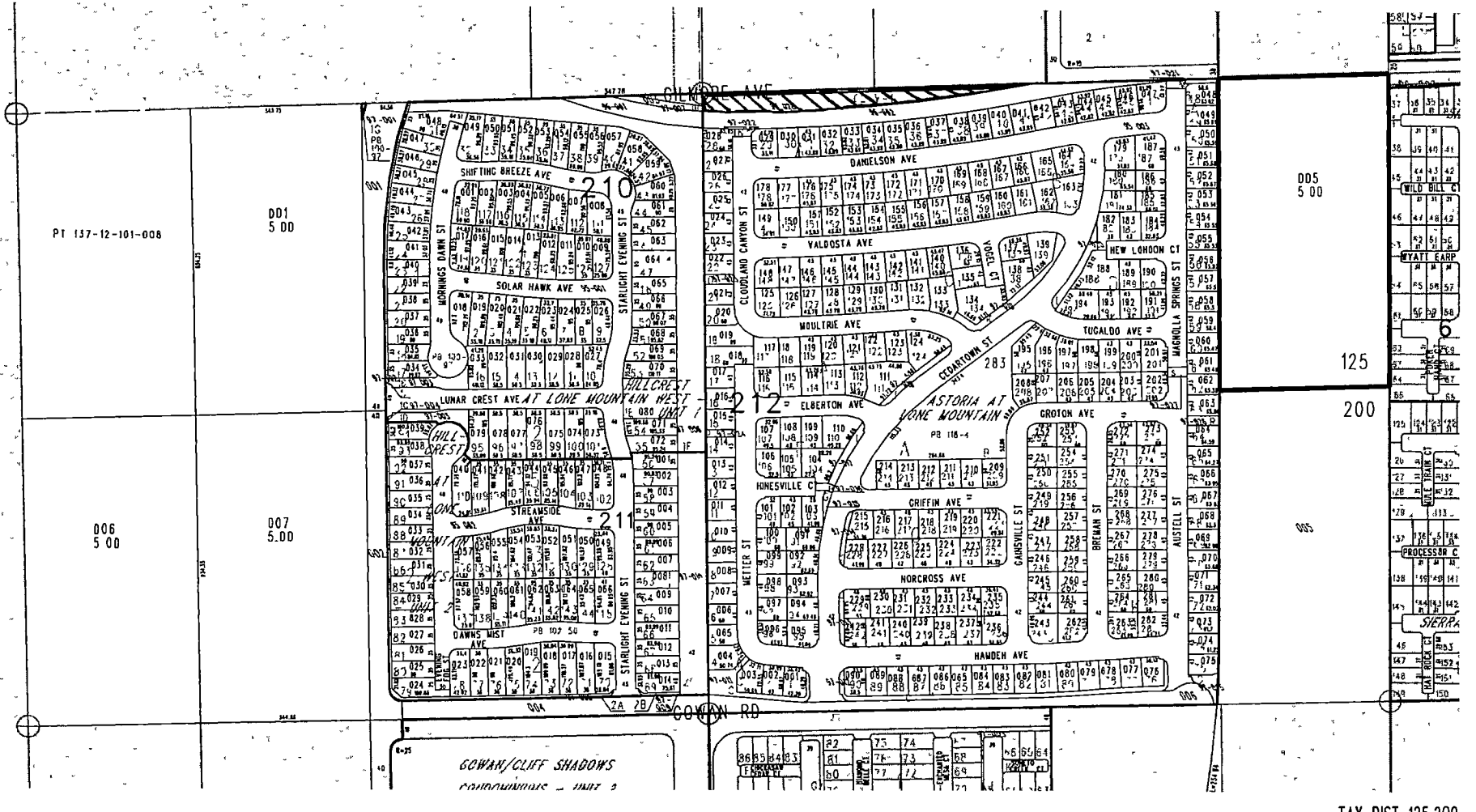
BOOK T20S R59E SEC 12 MAP S 2 NW 4

137-12-2

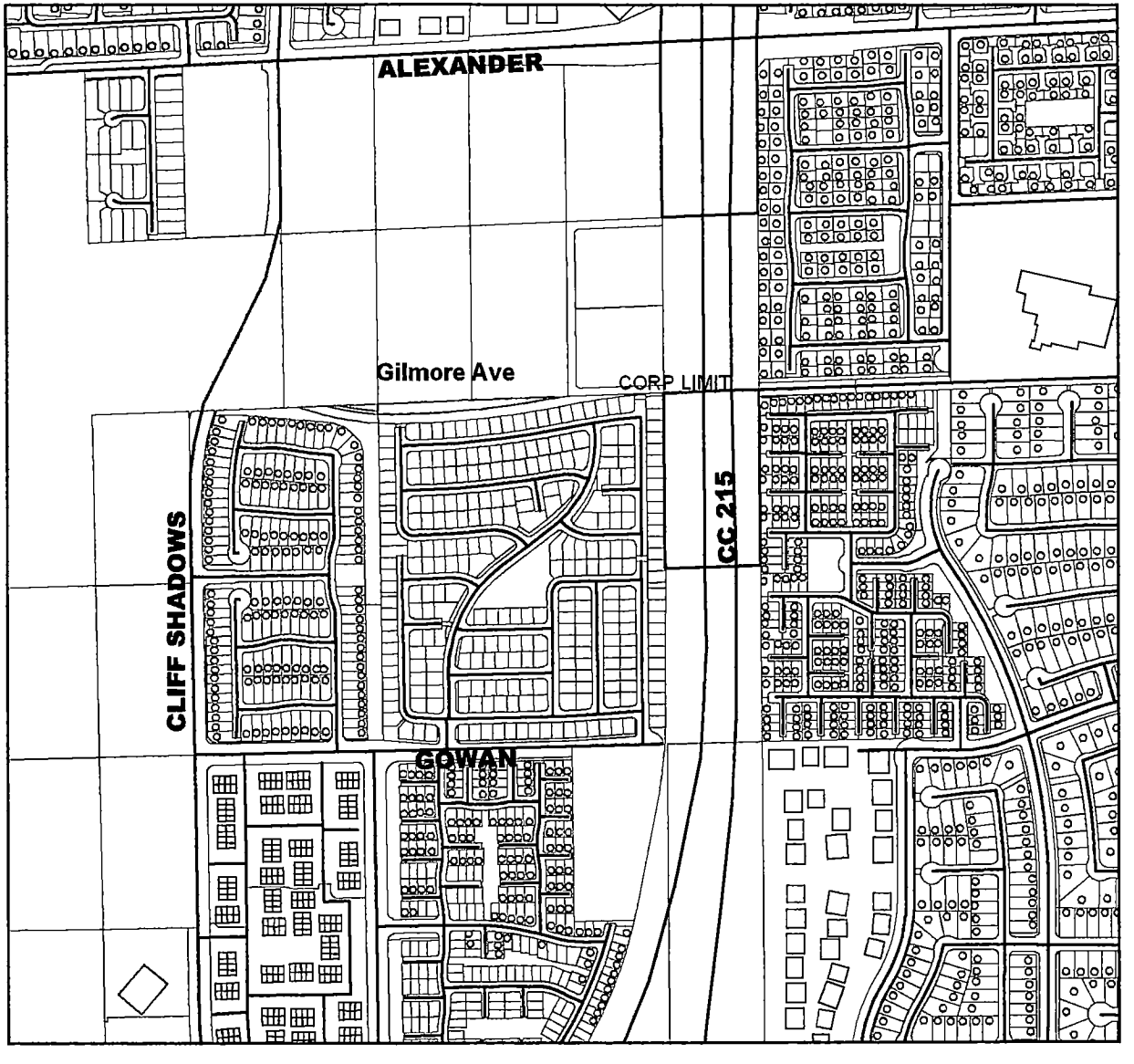
R58E	R59E	R60E
127	126	125
136	137	138
165	164	163

T19S T20S T19S

Scale:1"=200' Rev:08/17/04



TAX DIST 125,200



Site Map

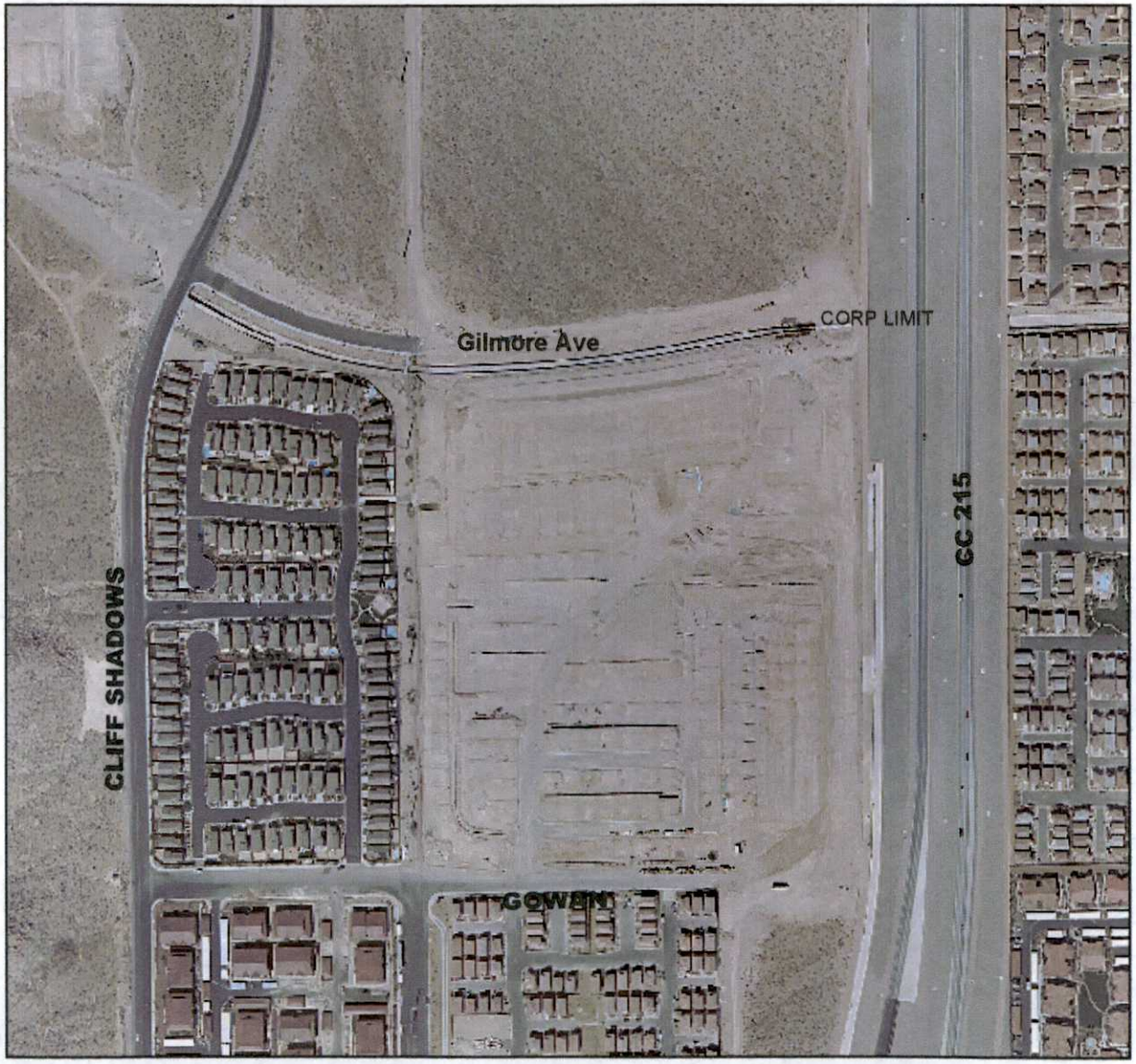
Legend

- APN_137-12-297-028
- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- Leased
- Applied

Real Estate & Asset Mgmnt

N

2/15/05



Aerial Site Map

Real Estate & Asset Mgmnt

N

2/15/05

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)
	Astoria Alexander LLC
Name	
Address	10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144

Block 2	Description
Subject Matter of Contract/Agreement:	Grant, Bargain and Sale Deed

EIN or Social Security # ___-___-___-____

Block 3 Type of Business

☐ Individual ☐ Partnership ■ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Monument Capital, Inc. Thomas McCormick/President 90%	10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144	702-257-1188
2.	Astoria Corporation McCormick Family Trust 10%	10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144	702-257-1188
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or 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.

_____
Name

January 20, 2005
Date

Subscribed and sworn to before me this 20 day of January, 2004.5

Stacy Rainwater
Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
STACY RAINWATER
No. 04-87498-1 My Appointment Expires March 12, 2008

ASTORIA HOMES

December 21, 2004

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

Re: Astoria at Lone Mountain Deeded property

Dear Mr. Roark:

Please accept this letter as a formal request for the City of Las Vegas to transfer back the previously deeded property to Astoria Alexander LLC. The former APN was a portion of 137-12-201-014 has since been issued 137-12-297-028. As you may remember, Astoria Lone Mountain 30 LLC deeded over a 21,587 square foot lot (CLV-1) to the City of Las Vegas in September of this year. The recorded Grant, Bargain and Sale Deed recorded on 9/20/2004. The book and instrument information is 20040928-0000700. Lot CLV-1 was originally created on the Astoria at Lone Mountain Final Map Book 118 Page 0004 and recorded on June 30, 2004. The procedure was agreed upon in a meeting held on November 19, 2003, attended by several representatives from the City as well as attendees from Astoria Homes and G C Wallace, Inc. (Please see attachment)

Item 1-e of the attachment states that the City suggested a fee title transfer to the city of all land north of the Gilmore Channel controlled by Astoria Homes. This lot was to be made available to the property owner to the north for the use of right-of-way in the extension or termination of Gilmore Avenue. Recently Astoria Alexander LLC purchased the 35+/- acres to the north of the existing Astoria at Lone Mountain site and is respectfully requesting your assistance in the transfer of the property (APN 137-12-297-028) back to Astoria Alexander LLC.

I am forwarding you the original exhibit that I sent to you earlier this year and copies of the deeds for your use. Please let me know what steps are necessary to complete the transfer of the parcel back to Astoria Homes.

Thank you for your continued cooperation and help on this project.

Please feel free to contact me should you have any concerns or questions.

Respectfully,

Edward K. Duenas
Assistant Director of Civil Engineering
Astoria Homes

9555 Del Webb Blvd., Las Vegas, NV 89134 • Office (702) 257-1188 • Fax· (702) 257-1681
Nevada License #0039351 • www.astoriahomes.com

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD GOECKE ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding an Extension of Lady Luck Parking Garage Lease and Consent to Assignment whereby the City of Las Vegas (City) and The Henry Brent Company, a Nevada LLC, (Company) agree to the assignment of the lease and extension thereof on property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The consent to assignment and extension of the lease will bind the Company to all terms previously held by AMX I, LLC, AMX II, LLC, and AMX Nevada, LLC, for the parking garage lease and extend the current lease another twelve (12) years with the option to negotiate the purchase of the garage within the next two (2) years. If no purchase results the City retains the right to negotiate new rental amounts for the extended term.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Extension of Lady Luck Parking Garage Lease and Consent to Assignment

MOTION:

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

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

JOHN McNELLIS, Deputy Director of Public Works, clarified that the City owns the parking lot with a long-term lease to the Lady Luck for valet and customer parking. The property has been sold many times over the last few years and this action will transfer the lease to the new owner. This will also allow an option for the Henry Brent Company to negotiate over the next two years for purchase of the parking garage. There are escalators built into the contract to continue the long-term lease with increasing rentals in the event such a sale does not take place. He recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:11 - 3:13)
1-325

EXTENSION OF LADY LUCK PARKING GARAGE LEASE AND CONSENT TO ASSIGNMENT

This Extension Of Lady Luck Parking Garage Lease (the "Extension") is entered into this _____ day of _____, 2005 by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and The Henry Brent Company, a Nevada limited liability company (the "Company"), wherein the parties, in consideration of the mutual terms and covenants set forth herein, do hereby agree as follows:

1. **Consent To Assignment Of Lease.** The City hereby consents to the assignment of the Indenture of Lease dated June 6, 1984 and recorded in the Official Records of Clark County, Nevada in Book 1932 as Document No. 1891871, as subsequently assigned and amended (collectively the "Lease"), to the Company pursuant to the Asset And Real Property Purchase And Sale Agreement (the "Sale Agreement") dated February 4, 2005 between Steadfast AMX I, LLC, Steadfast AMX II, LLC, and AMX Nevada, LLC, collectively referred to therein as Sellers, and the Company, referred to therein as Buyer. This consent shall not survive any amendments to the Sale Agreement unless approved by the City Manager in writing.
2. **Extension Of Lease.** In the event of, and only upon the completion of the condition precedent of the closing of escrow as provided in the Sale Agreement or any City approved amendment thereto, the Company automatically assumes the obligations of the Lease and the Lease term provided in Section 2 of the Lease is automatically extended until June 30, 2046, subject to the terms of this Extension. In such event, the Escrow Agent under the Sale Agreement shall prepare and record, and the parties hereto shall execute for recordation, a Notice of Extension of Lease providing notice of this extension.
3. **Sale Of Garage; Determination Of Rent.** Following the close of escrow as set forth above, the City and Company shall enter into negotiations for the sale to the Company of the real property and garage that are the subject of the Lease. In the event such negotiations cannot be concluded within two years following such close of escrow, resulting in an executed agreement for the sale of such property to Company, then the City shall notify Company to enter into negotiations with City to determine the fair market rent for the extended term of the Lease (July 1, 2034 through June 30, 2046). The City, at its option may continue such notice of negotiations to a period closer to the beginning of the extended term. In the event the parties are unable to conclude such negotiations within six months of such notice, the fair market rent for the extended term shall be determined through arbitration or litigation at the election of the City, with each party to bear its own costs and attorneys fees. Nothing in the Lease shall have any bearing or effect whatsoever upon the negotiations or rent for the extended term.
4. **Disclosure Of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, the Company warrants that it has disclosed, on the form attached as Exhibit A hereto, all principals, including partners, of the Company, as well as all persons and entities holding more than a 1% interest in the Company, or any principal or controlling entity of the Company. If the Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act

(ERIA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, the Company, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

In Witness Whereof, the parties have executed this instrument on the day and year first above written.

CITY OF LAS VEGAS

ATTEST:

Barbara Jo Ronemus, Clerk

By: Oscar B. Goodman, Mayor

Approved as to form:

Deputy City Attorney Date

THE HENRY BRENT COMPANY, a Nevada limited liability company

By: RESORT GAMING GROUP, LLC, and a Nevada limited liability company, Its Manager

By: _____
Andrew B. Donner, Manager

EXHIBIT A--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
Name Henry Brent Company, LLC
Address 450 Fremont St., Ste. 310, Las Vegas, NV 89101
Telephone (702) 579-4890

Block 2 Description
Subject Matter of Contract/Agreement Extension of Lady Luck Parking Garage Lease

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.	Andrew B. Donner, Mgr.	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
2.	Robert H. O'Neil, Member	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
3.	Keith E. Grossman, Member	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
4.			
5.			
6.			
7.			

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 holdin ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing 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

THE HENRY BRENT COMPANY, a Nevada limited liability company
By: RESORT GAMING GROUP, LLC, a Nevada limited liability company,
Its Manager

By: _____
Andrew B. Donner, Manager

Subscribed and sworn to before me this 25th day of February, 2005

_____
Notary Public Seal

MARILYN SALDANA
Notary Public, State of Nevada
Appointment No. 02-74470-1
My Appt. Expires April 1, 2006

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD GOECKE ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

ABEYANCE ITEM - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 4.84 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-015 to HELP Las Vegas Housing Corporation II, for the development and construction of affordable housing for low-income individuals ($10 revenue - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 4/7/04 City Council approved an Option Agreement for Parcel 1 with HELP Las Vegas Housing Corp. II, as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main Street and Owens Avenue for the development and construction of affordable housing for low-income individuals. The Department of Neighborhood Services was mailed a letter dated 12/13/04 from HELP requesting that the Option Agreement be exercised. By this Purchase and Sale Agreement, HELP Las Vegas Housing Corp. II, is now exercising the Option to Purchase.

RECOMMENDATION:

The 3/1/2005 Real Estate Committee held this item in abeyance to the 3/15/2005 Real Estate Committee meeting. Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. Letter dated 12/13/04

MOTION:

COUNCILWOMAN TARKANIAN recommended Item 5 be held in Abeyance to 4/5/2005. COUNCILMAN WOLFSON concurred.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

DEPUTY CITY ATTORNEY TERI PONTICELLO advised that this item was previously held in abeyance to allow legal counsel for both the City and HELP Corporation to negotiation final details. Those details were just finalized and staff requested that the item be held in abeyance to 4/5/2005 Real Estate Committee and 4/6/2005 City Council.

TOM McGOWAN, Las Vegas resident, discussed with DEPUTY CITY ATTORNEY PONTICELLO that the rental rate for the affordable housing units will be in accordance with the HOME Federal regulations and monitored by the Neighborhood Services Department. He discussed with EARLIE KING, Neighborhood Services, the mixture of studio, one-bedroom and two-bedroom units. Additional information could be obtained as to the plan from Neighborhood Services. MR. McGOWAN recommended that the public be advised that the information is available to all.

MINUTES - Continued:

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:13 - 3:14)
1-369

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this ____ day of _____, 2005, by and between City of Las Vegas a municipal corporation of the State of Nevada ("Seller") and HELP Las Vegas Housing Corporation, II, a Nevada non-profit corporation authorized to do business in the State of Nevada, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land consisting of approximately 4.84 acres, located south of Owens Avenue and Main Street. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 139-27-502-015 and legally described on Exhibit "B" ("Property").

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property to develop for use into multi-family housing and a parking lot to serve the residents.

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

1. Purchase and Sale. Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller in its "AS IS" condition.

A. The purchase price (herein "Purchase Price") to be paid for the Property shall be TEN DOLLARS ($10). The Purchase Price should be paid as follows: Upon the Close of Escrow (hereinafter defined), Buyer shall deposit into escrow the balance of the Purchase Price, TEN DOLLARS ($10).

2. Specific Use. The Property shall be conveyed for the following limited use and purpose only: Affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Community Development Home Investment Partnerships Program in 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, ~~the Property shall revert to~~ the Seller may enforce this condition by an action for specific performance. ~~This is a condition subsequent which shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.~~

3. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with ~~United Title of Nevada~~First American Title Insurance Company, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the Escrow 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. To close escrow within fifteen (15) days from the expiration of the Contingency Period ("Close of Escrow"). Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated Close of Escrow date falls on a holiday or weekend, the date for the Closing of Escrow shall be set on the next succeeding working day.

B. Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto and any other fees, real property taxes, special assessments and all costs associated with this transaction;

C. Seller shall deliver to the Escrow Agent no later than five (5) business days before the Close of Escrow a duly executed and notarized Grant, Bargain and Sale Deed, the form of which is attached hereto as Exhibit "C," conveying the Property to the Buyer ("Deed"). The Deed shall be accepted and executed by the Buyer and Buyer's signature shall be notarized no later than two (2) business days before the Close of Escrow.

D. On the date of the Close of Escrow and subject to the submittal of the Purchase Price and related escrow costs by Buyer and submittal of the duly executed Deed, Escrow Agent shall record the Deed and related documents with the Office of the County Recorder, Clark County, Nevada.

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

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

A. A thirty (30) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 4 (a) ~~are~~is solely for the Buyer's benefit. Buyer may elect to waive the Contingency Period and close escrow sooner by notifying escrow holder in writing. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

5. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

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

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

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

To Buyer: HELP Las Vegas Housing Corporation, II
Attn: Craig Galati, President
C/o Lucchesi Galati
500 Pilot Road
Las Vegas, NV 89119
(702) 263-7111 phone

~~Copy To: City of Las Vegas~~

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

Copy To: Eric Seltzer~~City of Las Vegas~~
Gilbride, Tusa, Last & Spellane LLC~~Department of Neighborhood Services~~
708 Third Avenue, 26th Floor~~400 Stewart Avenue, 2nd Floor~~
New York, NY 10017~~Las Vegas, NV 89101~~

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

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

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

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

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) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

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

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

12. 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 "D", all principals and partners of HELP Las Vegas Housing Corporation, II, as well as all persons and entities holding more than a one percent (1%) interest in HELP Las Vegas Housing Corporation, II, or any principal of HELP Las Vegas Housing Corporation, II. Throughout the term hereof, HELP Las Vegas Housing Corporation, II, shall notify ~~Buyer~~ Seller in writing of any material change in the above disclosure within 15 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

By_____
OSCAR B. GOODMAN, MAYOR

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

_____
DEPUTY CITY ATTORNEY/DATE

"Buyer"

HELP Las Vegas Housing
Corporation, II

_____
Craig Galati, President

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Craig Galati, President of HELP Las Vegas Housing Corporation, II, 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 _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, as Mayor of the City of Las Vegas, who acknowledged that he 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 _____, 2005.

_____

By:_____
Title:_____

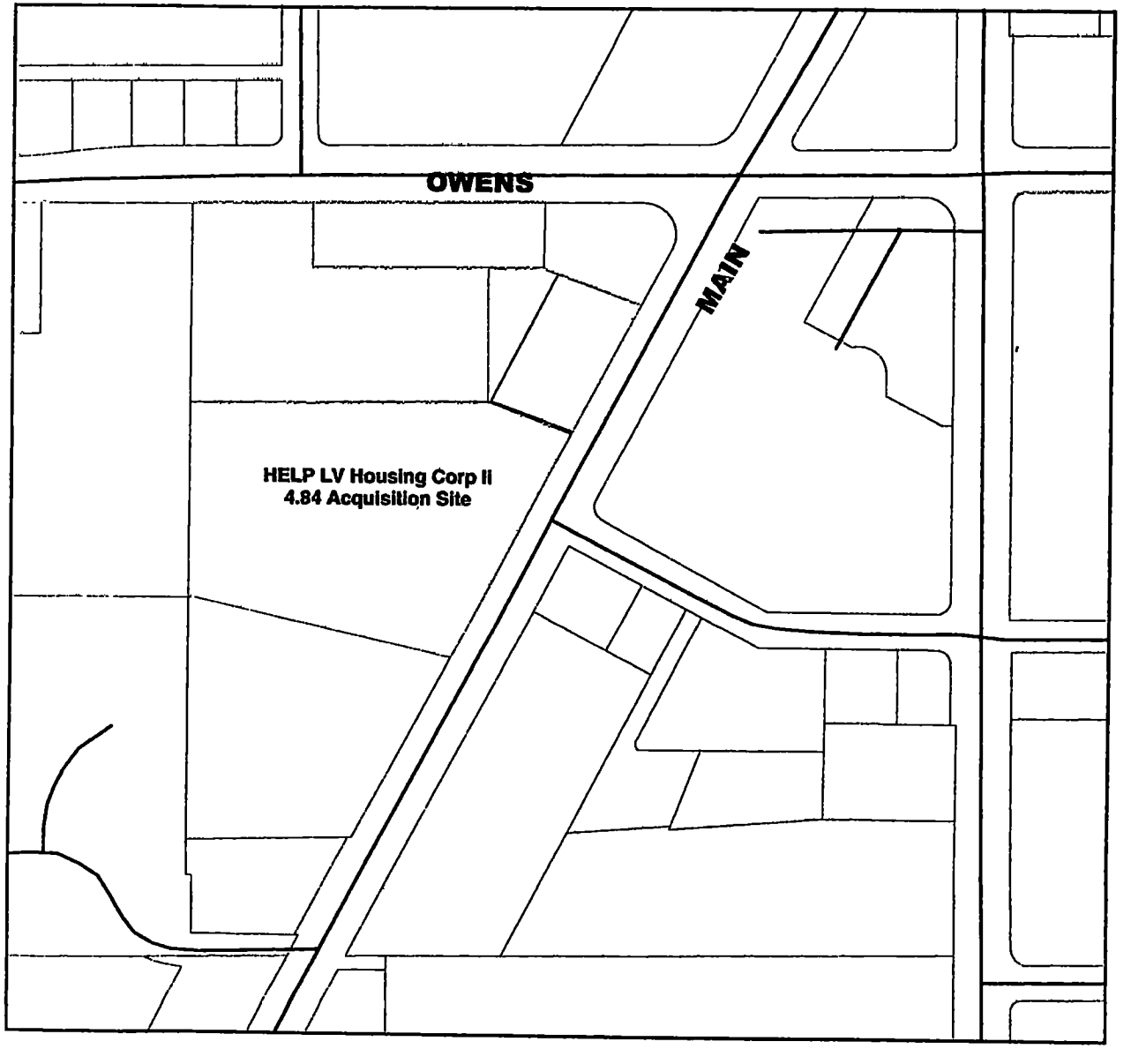
EXHIBIT "A"

SITE MAP

EXHIBIT "B"

LEGAL DESCRIPTION
(To be submitted)

Exhibit "A"



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- City of Las Vegas

Real Estate & Asset Mgmnt

N

1/31/05

EXHIBIT "B"

LEGAL DESCRIPTION
(To be submitted)

Exhibit "C"
Form of Grant, Bargain and Sale Deed

APN: 139-27-502-015
Recording Requested by:

City of Las Vegas, Nevada

After Recordation, mail to:

HELP Las Vegas Housing Corporation, II
Attn: Craig Galati, President
c/o Lucchesi Galati
500 Pilot Road
Las Vegas, Nevada 89119

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas, a, Nevada municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to HELP Las Vegas Housing Corporation, II, a Nevada nonprofit corporation (herein the "Grantee"), all of its right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Purchase and Sale Agreement of the Real Property entered into by and between the Grantor and Grantee and dated March 2, 2005 ("Agreement"). The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Property conveyed is subject to all liens, encumbrances, easements, covenants, conditions and restrictions of record as of the close of escrow.

3. The Property is conveyed subject to the limited use and purpose of affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall be as defined in the U.S. Housing and Urban Development Home Investment Partnerships Program at 24 CFR Part 92, as amended. If the Property shall cease to be used for such use and purpose, the Property shall revert to Grantor. This condition shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

4. The Property is conveyed subject to all matters which would be revealed or disclosed by a physical inspection of the Property.

5. The Property is conveyed subject to a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property.

6. The Property is conveyed subject to zoning ordinances and regulations and other laws, ordinances, notices, orders and governmental regulations and restrictions affecting the use, occupancy or enjoyment of Property, and amendments and additions thereto, now or hereafter in force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2005.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

"Grantor"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____
Date

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

HELP Las Vegas Housing Corporation, II

By:_____

Its:_____

"Grantee"

ACKNOWLEDGMENTS

State of Nevada)
)ss.
County of Clark)

On this ___ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman, known to me to be the Mayor of the City of Las Vegas, that he executed the foregoing instrument, and upon oath, did depose and say that he is the Mayor of the City of Las Vegas as above designated; and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

State of Nevada)
)ss.
County of Clark)

On this ___ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, and __he acknowledged to me that __he executed the same for and on behalf of _____ and that said _____ executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

Exhibit "D"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)
Name	HELP Las Vegas Housing Corportaion II
Address	c/o Lucchesi/Galati 500 Pilot Road Suite A Las vegas, NV 89119

Block 2 Description

Subject Matter of Contract/Agreement:
HELP@Owens
Land Transfer
1559 N. Main Steeet

EIN or Social Security: 01-0803813

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Craig Galati, President	Lucchesi Galati - 500 Pilot Road Las Vegas NV 89119	702 263 7111
2.	Vacant, Vice President		
3.	Vacant, Secretary		
4.	Joseph Gallo, Treasurer	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
5.	Thomas Mauro, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
6.	Joseph Gallo, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
7.	Vacant, Director		
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: 1

Exhibit "D"

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: CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS
Date of Attached Document: 1/18/05 Number of Pages: 3

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

Name

CRAIG S. GALATI 1/18/05
Date

Subscribed and sworn to before me this 18 day of January, ~~2004~~ 2005

Notary Public

SANDRA BARTLETT
Notary Public State of Nevada
No. 99-51956-1
My appt. exp. Sept. 10, 2007

December 13, 2004

Mr. Orlando Sanchez, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue - 8th Floor
Las Vegas, NV 89101

Re: HELP@Owens - Option to Purchase

Dear Mr. Sanchez:

On behalf of HELP Las Vegas Housing Corporation II, the project Sponsor, I am writing to formally notify the City of its intention to exercise the Option Agreement dated April, 7, 2004. I have been advised that we will be contacted by the City as to next steps in the transfer of this property for the development of much needed affordable housing primarily for veterans.

Thank you for your continued consideration.

Sincerely,

Craig Galati
President

Copy To: Faye Johnson
Earlie King
Tom Hameline
Karen L. Krautheim

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 2005

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD GOECKE ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

ABEYANCE ITEM - Discussion and possible action regarding an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 3.165 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-018 to The Salvation Army for development and construction of an affordable family housing community for low-income individuals ($10 revenue - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 9/15/04 Council approved entering into negotiations with The Salvation Army for an Option to Purchase Agreement for approximately 3.165 acres of City land located in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development and construction of an affordable housing community for low-income individuals. The Department of Neighborhood Services was mailed letters dated 2/18/04 and 2/26/04 from The Salvation Army requesting that the Option Agreement be exercised and this Purchase and Sale Agreement is the result of those negotiations.

RECOMMENDATION:

The 3/1/2005 Real Estate Committee held this item in abeyance to the 3/15/2005 Real Estate Committee meeting. Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. Letter dated 2/18/04
3. Letter dated 2/26/04

MOTION:

COUNCILWOMAN TARKANIAN recommended Item 6 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WOLFSON concurred.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

JOHN McNELLIS, Deputy Director of Public Works, summarized the reclaiming of the old Mash site. A parcel map has split the property up and the City is deeding it out to various service providers. This is one of the southern pieces and will go to the Salvation Army for $10. He recommended approval.

TOM McGOWAN, Las Vegas resident, questioned the square footage and rental rates. DEPUTY CITY ATTORNEY TERI PONTICELLO reiterated that the deed restrictions require the housing be affordable in accordance with federal HOME regulations. MR. McGOWAN reminded the City that people need to live in these affordable units and that the maximum code requirement be applied, not the minimum.

MINUTES - Continued:
No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.
(3:14 - 3:17)
1-465

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this ____ day of _____, 2005, by and between City of Las Vegas a municipal corporation of the State of Nevada ("Seller") and The Salvation Army, a California non-profit corporation authorized to do business in the State of Nevada, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land consisting of approximately 3.165 acres of land located in the vicinity of Owens Avenue and Main Street. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 139-27-502-018 and legally described on Exhibit "B" ("Property").

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property and improvements.

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

1. Purchase and Sale. Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller in its "AS IS" condition.

A. The purchase price (herein "Purchase Price") to be paid for the Property shall be TEN DOLLARS ($10). The Purchase Price should be paid as follows: Upon the Close of Escrow (hereinafter defined), Buyer shall deposit into escrow the balance of the Purchase Price, TEN DOLLARS ($10).

2. Specific Use. The Property shall be conveyed for the following limited use and purpose only: Affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Community Development Home Investment Partnerships Program in 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, the Property shall revert to the Seller. This is a condition subsequent which shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

3. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the Escrow 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. To close escrow within fifteen (15) days from the expiration of the Contingency Period ("Close of Escrow"). Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the Closing of Escrow shall be set on the next succeeding working day.

B. Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto and any other fees, real property taxes, special assessments and all costs associated with this transaction;

C. Seller shall deliver to the Escrow Agent no later than five (5) business days before the Close of Escrow a duly executed and notarized Grant, Bargain and Sale Deed, the form of which is attached hereto as Exhibit "C," conveying the Property to the Buyer ("Deed"). The Deed shall be accepted and executed by the Buyer and Buyer's signature shall be notarized no later than two (2) business days before the Close of Escrow.

D. On the date of the Close of Escrow and subject to the submittal of the Purchase Price and related escrow costs by Buyer and submittal of the duly executed Deed, Escrow Agent shall record the Deed and related documents with the Office of the County Recorder, Clark County, Nevada.

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

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

A. A thirty (30) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 4 (a) are solely for the Buyer's benefit. Buyer may elect to waive the Contingency Period and close escrow sooner by notifying escrow holder in writing. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

5. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

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

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: The Salvation Army
180 East Ocean Boulevard
Long Beach, CA 90802

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

City of Las Vegas
Department of Neighborhood Services
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

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

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

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

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

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) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

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

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

12. 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 "D", all principals and partners of The Salvation Army, as well as all persons and entities holding more than a one percent (1%) interest in The Salvation Army, or any principal of The Salvation Army. Throughout the term hereof, The Salvation Army, shall notify Lessor in writing of any material change in the above disclosure within 15 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

By_____
OSCAR B. GOODMAN, MAYOR

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

J. Pinsicella 2/17/05
DEPUTY CITY ATTORNEY/DATE

"Buyer"

The Salvation Army

_____
Major William S. Raihl
Clark County Coordinator

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Major William S. Raihl, Clark County Coordinator for The Salvation Army, 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 _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, as Mayor of the City of Las Vegas, who acknowledged that he executed the above instrument.

_____
NOTARY PUBLIC, in and for said County and State

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

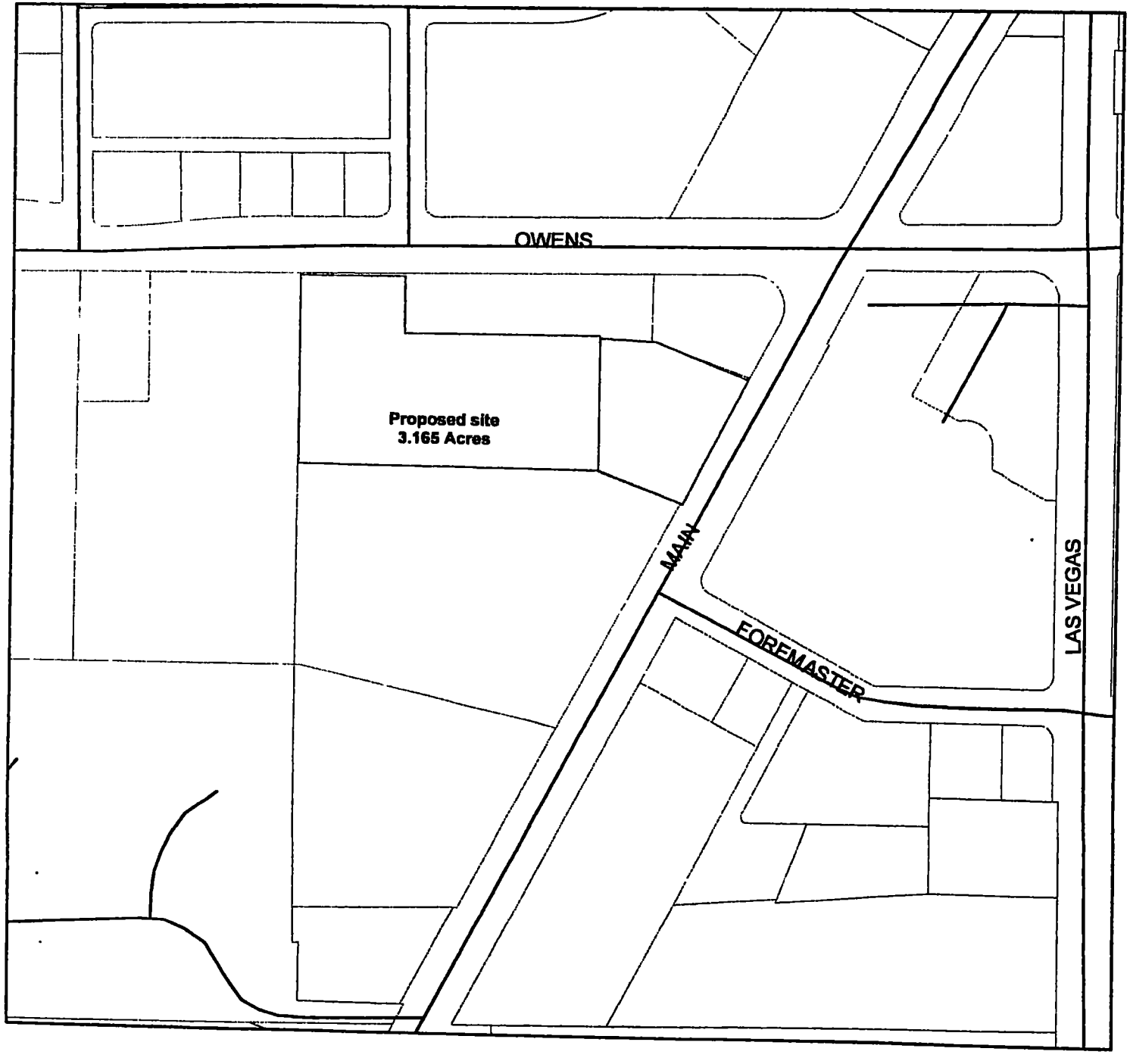
THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS _____ DAY OF _____, 2005.

_____

By:_____
Title:_____

EXHIBIT "A"



Site Map

Legend

- Street Centerline
- Parcels
- City of Las Vegas

Real Estate & Asset Mgmnt

N

08/18/2004

EXHIBIT "B"

LEGAL DESCRIPTION
(To be submitted)

Exhibit "C"
Form of Grant, Bargain and Sale Deed

APN: 139-27-502-018
Recording Requested by:

City of Las Vegas, Nevada

After Recordation, mail to:

The Salvation Army
180 East Ocean Boulevard
Long Beach, CA 90802

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas, a, Nevada municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to The Salvation Army, a California non-profit corporation (herein the "Grantee"), all of its right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Purchase and Sale Agreement of the Real Property entered into by and between the Grantor and Grantee and dated _____, 2005 ("Agreement"). The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Property conveyed is subject to all liens, encumbrances, easements, covenants, conditions and restrictions of record as of the close of escrow.

3. The Property is conveyed subject to the limited use and purpose of affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Urban Development Home Investment Partnerships Program at 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, the Property shall revert to Grantor. This condition subsequent shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

4. The Property is conveyed subject to all matters which would be revealed or disclosed by a physical inspection of the Property.

5. The Property is conveyed subject to a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property.

6. The Property is conveyed subject to zoning ordinances and regulations and other laws, ordinances, notices, orders and governmental regulations and restrictions affecting the use, occupancy or enjoyment of Property, and amendments and additions thereto, now or hereafter in force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2005.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

"Grantor"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____
Date

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

The Salvation Army

By:_____

Its:_____

"Grantee"

ACKNOWLEDGMENTS

State of Nevada)
)ss.
County of Clark)

On this ___ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman, known to me to be the Mayor of the City of Las Vegas, that he executed the foregoing instrument, and upon oath, did depose and say that he is the Mayor of the City of Las Vegas as above designated; and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

State of Nevada)
)ss.
County of Clark)

On this ___ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, and __he acknowledged to me that __he executed the same for and on behalf of _____ and that said _____ executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION

(To be submitted

Exhibit "D"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
The Salvation Army	A California Corp.	Transfer of Property – Parcel 4 of the former MASH site	
180 E Ocean Blvd	Long Beach, CA90802		
EIN or Social Security # ___-___-___-____ 86-0096791			

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	None W. Todd Bennett CHAIRMAN of BOARD & DIRECTOR	180 E. OCEAN BLVD Long Beach CA 90802	562-436-7000
2.	Philip Swyers PRESIDENT & DIRECTOR	"	562-436-7000
3.	Donald C. Bell Vice President & DIRECTOR	"	562-491-8455
4.	Kurt Burger TREASURER & DIRECTOR	"	562-491-8406
5.	Michael J. Woodruff SECRETARY & DIRECTOR	"	562-491-8758
6.	Ralph E Hood DIRECTOR	"	541-491-8402
7.	Raymond Moulton DIRECTOR	"	562-491-8404
8.	Victor A. Leslie Asst TREASURER & DIRECTOR	"	562-491-7000
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: 0

Exhibit "D"

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: None

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.

CAPTAIN

Name

1-20-05

Date

Subscribed and sworn to before me this 20th day of January, 2005.

OFFICIAL SEAL
EVA MUEHLEISEN
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires March 31, 2005

Notary Public

THE SALVATION ARMY
CLARK COUNTY ADMINISTRATION

2900 Palomino Lane
P.O. Box 28369 • Las Vegas, NV 89126
(702) 870-4430 • Fax (702) 870-4087

Majors William and Harryette Raihl
Clark County Coordinator & Director of Special Services

February 18, 2004

Ms. Faye Johnson, Manager
Neighborhood Development Division
City of Las Vegas
400 E. Stewart Ave. 2nd Floor
Las Vegas, NV 89101

Dear Ms. Johnson,

This letter is a formal request to change the use of the approximately 3.165 acres of land the city is proposing to donate to The Salvation Army, (formerly the Mash property).

The original request was to use the property for our automotive training facility; however, since discovering that HELP USA is building 100 SRO and 1 bedroom units, we believe the auto training facility at this location would not be in the best interest of the community. Therefore we are requesting the use of the property for a 68-unit multi family permanent housing development. This project, Horizon Crest, would enable us to serve individuals and families at 30-40 percent of median income.

On February 11th I met with Councilman Lawrence Weekly to discuss the proposed changes. He seemed encouraged and asked if we had contacted Neighborhood Development and I informed Councilman Weekly that The Salvation Army had discussed this previously with you.

It is our understanding that Councilman Weekly and the City of Las Vegas would like to change the face of the homeless corridor and we feel that providing permanent housing, such as the Horizon Crest development, would definitely accomplish that goal.
As always, we appreciate your consideration of this request.

In His Service,

Major William S. Raihl
Clark County Coordinator

WSR/kl

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

February 26, 2004

Major William S. Raihl
Clark County Coordinator
The Salvation Army
2900 Palomino Lane
PO Box 28369
Las Vegas, NV 89126

Dear Major Raihl:

Re: Request to change use of land.

We have reviewed your request to change the use of the approximately 3.16 acres of land the city proposes to transfer to The Salvation Army from building an automotive training facility to building a 68-unit multifamily permanent housing development serving individuals and families at 30-40 percent of median income. This request must go before the Real Estate Committee and City Council for approval.

At this time a new parcel map is being recorded and the property is being appraised. After we receive the appraisal, the Real Estate manager will prepare the agreement to transfer the land to Salvation Army. The completed agreement will then be forwarded to Salvation Army for review/signature. Once Salvation Army has signed the agreement, we will prepare an agenda item recommending Council approval and authorization of the Mayor to execute the agreement. You will be notified later of the Council date. Please be aware that this process could take up to 60 days, once the reparceling and appraisal are completed.

As always, thank you for your cooperation in this matter.

Sincerely,

Faye Johnson, Manager
Neighborhood Development Division

CC: Sue Prescott, Supervisor
Earlie King, Neighborhood Programs Officer

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

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

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov

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 ot 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

City of Las Vegas

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MARCH 15, 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:

TOM McGOWAN, Las Vegas and Ward 1 resident, submitted a written statement noting that this is the 100th anniversary of the Einstein theory of relativity. This is as far as things have gotten since that point. He indicated he would be submitting a recommendation and request for routing extension of the City bus system to service the community's needs for mass transit. The current bus system and cab service do not meet the community's needs. He commended the City for its efficient and effective clerical staff.

(3:17 - 3:19)

1-538

THE MEETING ADJOURNED AT 3:19 P.M.

Respectfully submitted:

YDOLEENA YTURRALDE, DEPUTY CITY CLERK

March 16, 2005