

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, APRIL 5, 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 Lease Agreement between the City of Las Vegas (Lessor) and Affleck Enterprises (Lessee) located at 1951 Stella Lake Drive, Suite 5, commonly known as the Las Vegas Business Center (\$31,536 revenue/36 months - Las Vegas Business Center Operations Fund) - Ward 5 Weekly)
- 2 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)
- 3 Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-two square foot Easement to LVVWD to service a portion of APN 137-12-101-008 located near Gilmore Avenue and Cliff Shadows Parkway - Ward 4 (Brown)

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

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND. A tape recording of all the proceedings will be kept on file in the Office of the City Clerk until final disposition is made.

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

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

6/1 ✓

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 **29th** 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 **5th** day of **April, 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

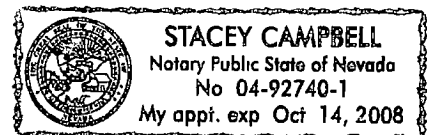
DEPARTMENT

Subscribed and sworn to before me this

29th day of March, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF ELECTRONIC MAILING (email)

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

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Paula Clark

SIGNATURE

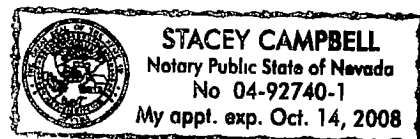
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

29TH day of March, 2005

Stacey Campbell

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 **29th** 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 **5th** day of **April, 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

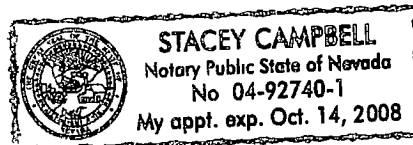
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

29th day of March, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2005

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILMAN WOLFSON and COUNCILWOMAN TARKANIAN

Also Present: DEPUTY CITY MANAGER CHRIS KNIGHT, DEPUTY CITY ATTORNEY ROBERT SYLVAIN, REAL ESTATE AND DEPUTY DIRECTOR JOHN McNELLIS, ACTING REAL ESTATE MANAGER ROBIN YOAKUM, 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

(3:04)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT**

☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding a Lease Agreement between the City of Las Vegas (Lessor) and Affleck Enterprises (Lessee) located at 1951 Stella Lake Drive, Suite 5, commonly known as the Las Vegas Business Center (\$31,536 revenue/36 months - Las Vegas Business Center Operations Fund) - Ward 5 Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Affleck Enterprises provides engineering consulting services for developers through computerized design and related technical services. Affleck Enterprises' lease term is for three years with three one-year options for renewal.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement

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.

SUE PRESCOTT, Neighborhood Services, stated that Affleck Enterprises is qualified to be a tenant in the business center. She referenced business services the company offers and recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:05 - 3:06)

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LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS LEASE AGREEMENT (hereinafter "Lease") entered into this ____ day of _____, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Affleck Enterprises, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, Lessor desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Lessor desires to make available to Lessee, by means of this Lease, certain space within the Business Center on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant") was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area, and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, this Lease is consistent with the purpose of the EDA grant and the CDBG grant.

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

1. LEASE OF PREMISES

Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suite 5. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by Affleck Enterprises.

2. TERM

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on April 1, 2005 (the "Commencement Date") and shall end on March 31, 2008.

3. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased

to a company, which has relocated its facility from one commuting area to another. Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the Business Center. Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Lessor, on a form provided by Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which is attached as Exhibit "C" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the area prior to the date of the applicant's application for lease;
- (ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;
- (iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;
- (iv) are relocating from technologically obsolete facilities to be competitive;
- (v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)).

4. JOB CREATION AND RETENTION

Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
 - (A) The job is known to be held by a low- or moderate-income person; or
 - (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.
- (iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
 - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - (B) The Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

5 RECORDS TO BE MAINTAINED

Each Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

- a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR § 570.3, as specified on the Self Certification Form For Family Income, the form of which is attached as Exhibit “F” and provided by the City; or the Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

- (1) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.

A. Where the Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:

- (1) A copy of a written agreement containing:
 - a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education;
 - b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and
 - c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and
- (2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular

job; and which low- and moderate-income persons were hired.

- B. Where the Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:
 - (1) A copy of a written agreement containing:
 - a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and
 - b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.
 - (1) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and
 - (2) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:
 - A. Evidence that in the absence of CDBG assistance, jobs would be lost;
 - B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;
 - C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;
 - D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and
 - E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- (i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides

or in which the business is located, the Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable

6. CONDITION OF PREMISES

The Premises are leased to Lessee on an "as-is" basis, except that Lessor warrants that the building complies with applicable building-related codes. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist. However, Lessee shall be entitled to any warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the Lessor of the Business Center.

7. OPTION TO RENEW

Lessor agrees that Lessee may renew this Lease for an additional period of three (3) years, exercised in one (1) year options, in accordance with the terms and conditions contained in this Lease, but subject to the following conditions:

- A. In order to exercise the options, Lessee must first provide Lessor at least 120 days prior written notice of its intent to renew;
- B. The minimum monthly rent may include up to five (5) percent increase or the Consumer Price Index for the previous year, whichever is less, but in no event shall any annual increase exceed \$.10 per square foot. The lease renewal shall be renegotiated within the 120-day period immediately preceding the end of the applicable Lease term. The parties may propose the renegotiation of other terms and conditions for the renewal period; and
- C. Lessor shall be under no obligation to honor the option if Lessee is in default of any covenant, obligation or condition of this Lease.

8. MINIMUM RENT

Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) in advance, calculated at Eighty Cents (\$.80) per square foot for the 400 square foot office area and Sixty-five Cents (\$.65) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the first year of the Lease. Lessee agrees to pay the sum of Eight Hundred Seventy Six Dollars and No/Hundredths (\$876.00), calculated at Eighty-three Cents (\$.83) per square foot for the 400 square foot office area and Sixty-eight Cents (\$.68) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of Nine Hundred Twelve Dollars and No/Hundredths (\$912.00), calculated at Eighty-six Cents (\$.86) per square foot for the 400 square foot office area and Seventy-one Cents (\$.71) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the third year of the Lease, thus producing \$31,536 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on April 1, 2005, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the

initial fractional month prorated on a per diem basis. Rental payments made by Lessee to Lessor may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Lessee shall pay a Twenty-Five and No/Hundredths (\$25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days written notice thereof.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Lease means the minimum rent as described in Section 8, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Lessee and any and all other sums, no matter how designated, that are required to be paid by Lessee under this Lease.

10. LATE CHARGES

In the event Lessee is delinquent in the payment of rent for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-Five Dollars and No/Hundredths (\$25.00) for the ten days, plus Five Dollars and No/Hundredths (\$5.00) for each additional day.

11 SECURITY DEPOSIT

On or before the Commencement Date, Lessee agrees to deposit with Lessor, in addition to the sum specified in Section 8, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) as a security deposit for the performance by Lessee of all the covenants, terms and conditions that it is required to perform hereunder.

After the Commencement Date, if Lessee fails to pay rent or perform any other obligation, covenant, term or condition that it is required to perform under this Lease, Lessor may use, apply or retain all or any part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Lessor may spend or become obligated to spend to cure Lessee's default. If any portion of the security deposit is so used or applied, Lessee shall deposit with Lessor, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Lessee's part to do so shall constitute a material breach. Lessor shall be entitled to commingle the security deposit with its own funds and Lessee shall not be entitled to interest on the security deposit. If Lessee faithfully performs its obligations under this Lease and returns the Premises to Lessor in the same condition they were in at the commencement of this Lease, ordinary wear and tear excepted, Lessor shall return the security deposit (or such portion thereof as remains) to Lessee within fifteen (15) days.

12. KEY DEPOSIT

Lessee is required to deposit with Lessor a Key Deposit in the amount of Twenty-Five Dollars and No/Hundredths (\$25) in advance of Commencement Date for each key requested. Keys are the property of the City of Las Vegas and should not be duplicated. Key Deposit will be returned to Lessee upon termination of tenancy for keys returned. Deposit will not be returned to Lessee for keys not returned upon surrendering premises.

13. USE OF PREMISES

Lessee agrees to use the Premises solely for the purpose of providing civil and structural engineering consulting services for developers through computerized design and related technical services, including preparation of field and engineering studies, project planning, and development. Except as expressly consented to in writing by Lessor, Lessee shall not use or

permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 13. In addition, Lessee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants.

14. LAWS, WASTE, NUISANCE

Lessee covenants that it:

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

15. CHANGES TO AND OPERATION OF BUSINESS CENTER

Lessor reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Lessor shall endeavor to do so with a minimum of disruption to Lessee's rights under this Lease. This Section does not diminish Lessee's right to seek any remedy available at law or in equity for injury or damage that Lessee may suffer because of Lessor's alteration of the interior of the Premises.

16. MAINTENANCE OBLIGATIONS

Lessee, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Lessor.

If Lessee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs. Upon completion of any such repairs, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder.

Lessor shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Lessor to the building in which the Premises are located. If Lessor is required to make structural repairs by reason of Lessee's negligent act or omission, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder. Lessor's obligation of repair as provided for herein is expressly conditioned upon Lessor's receipt of written notice, given in the manner set forth in Section 44, of the need for such repair. Lessor shall have no liability to Lessee based upon Lessor's failure to repair in the absence of the notice hereby required to be given.

17. ALTERATIONS

Lessee shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining Lessor's written approval. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought. In the event Lessor consents to the making of any alterations, additions or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Lessee shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of Lessor unless Lessor otherwise elects at the end of the term hereof.

Lessee shall obtain any and all federal, state and local permits and licenses required to conduct business. Lessee further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes neither representation nor commitment concerning approval of development-related permits for the Business.

18 UTILITIES

Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption in or upon the Premises for heat, gas, electricity or other utility services, including telephone repair and monthly telephone bills. Lessor shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Lessor shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Lessor's negligence. Lessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications previously approved in writing by Lessor.

19. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Lessor. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by lessees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right,

through reasonable rules, regulations and /or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Lessee unless notice thereof is first provided to Lessee.

20. TAXES

Subject to applicable exemptions from tax, Lessee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

21. RESPONSIBILITY AND LIABILITY

Lessee will be financially responsible to Lessor for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Lessee and its employees in connection with an occurrence upon the Premises during the term of this Lease, and Lessee will resist and defend at its own expense any actions or proceeding brought against Lessor by reason of such claims.

22. INSURANCE

Lessee agrees to procure and maintain, at its sole cost and expense and during the term of this Lease and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Lessee's improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Lessee agrees that Lessor shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 22. Lessee further agrees to deliver to Lessor evidence of the coverages required herein no later than 30 days after the Commencement Date. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Lessor at least 30 days' written notice.

23. ACCESS TO PREMISES

Lessor shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and lessees, and to make such repairs, additions, alterations or improvements as Lessor may deem desirable. During the four (4) months prior to the expiration of this Lease or of any renewal term, Lessor may place upon the Premises signs indicating the availability of the Premises for lease or sale, which Lessee shall permit to remain thereon.

Lessor may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in

order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the Leased Premises or any portion thereof.

24. SURRENDER OF PREMISES

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

25. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

26. SALE OF BUSINESS CENTER

Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), Lessor must include, as part of the documents transferring its interest, a provision obligating its successor to honor Lessor's obligations under this Lease.

27. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section 27 shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

28. DAMAGE OR DESTRUCTION

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

- C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Lease is not canceled and Lessor elects to repair and rebuild, this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.
- D. If any damage referred to in this Section 28 is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

29. LIENS AND ENCUMBRANCES

Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

30. ASSIGNMENT AND SUBLETTING

Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. In accordance with 13 C.F.R. Part 314, Lessee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without Lessor's consent shall be voidable by Lessor and shall constitute a default hereunder which, at the option of Lessor, shall result in the termination of this Lease or the exercise of Lessor's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Lessee.

31. DEFAULT BY LESSOR

In the event Lessor fails to fulfill any obligation under this Lease, Lessee shall, before exercising any right or remedy available to it, give Lessor written notice of the claimed breach, default or noncompliance, which Lessor shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 28, if Lessor fails or refuses to make repairs or provide services, which are required hereunder within thirty (30) days after receiving written notice from Lessee of the need therefore, Lessee may exercise any right or remedy available to it under Nevada law.

32. DEFAULT BY LESSEE

- A. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in subsection B.

- 1) Lessee's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.

- 2) Lessee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Lessee by Lessor.
- 3) The falsification by Lessee or its agents of any document required to be furnished to Lessor hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Lessor shall have the option to take any or all of the following actions, without further notice or demand of any kind to Lessee or any other person:

- 1) Terminate this Lease by written notice to Lessee. In the event of such termination, Lessee agrees to immediately surrender possession of the Premises.
- 2) Seek damages and any other remedy available under Nevada law.

33. GOVERNING LAW

This Lease shall be governed by and interpreted according to the laws of the State of Nevada.

34. NO PARTNERSHIP

Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

35. FORCE MAJEURE

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

36. NO WAIVER

Failure of Lessor to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing.

37. PARTIAL INVALIDITY

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

38. BROKER'S COMMISSIONS

Lessee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Lease. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Lessee.

39. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Lessor of the Business Center, the Premises or this Lease, Lessor shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Lessor's successor in interest. The preceding sentence applies only if

Lessor's successor-in-interest is required by the transfer documents to honor Lessor's obligations under this Lease.

40. DRUG-FREE WORKPLACE

As a Lessee of a HOME-funded facility, and in connection with public services offered, Affleck Enterprises agree that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Affleck Enterprises shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit D).

41. NON-DISCRIMINATION

Lessor and Lessee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Lessee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Lessor, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Lessee's civil rights posture and practices. Lessor agrees to provide Lessee with any forms that Lessee may be required to furnish hereunder.

42. ENTIRE AGREEMENT

This Lease, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished. No amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by the Parties and, in the case of the Lessee, executed with the same formality as attended Lessee's execution of this Lease.

43. SUBMISSION OF THIS LEASE

Submission of this Lease for examination by Lessee does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Lessor to Lessee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Lease, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

44. AUTHORITY OF SIGNATORIES

Each signatory to this Lease represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Lease is binding upon said entity in accordance with its terms.

45. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Lessor:	Orlando Sanchez, Director City of Las Vegas Neighborhood Services Department 400 Stewart Avenue Las Vegas, Nevada 89101
-------------------	---

If to the Lessee: Lynn H. Affleck, President
Affleck Enterprises
4987 Idaho Avenue
Las Vegas, NV 89104

Either party may designate a different address by giving written notice to the other Party.

46. APPROVAL OR CONSENT BY LESSOR

Whenever the approval or consent of Lessor is required by this Lease, such approval or consent shall not be unreasonably withheld.

47. DISCLOSURE OF PRINCIPALS

Lessee represents and warrants that there are no principals or owners of Lessee's company, except as disclosed in Exhibit B. Certification Regarding Disclosure of Principals, as signed and attached hereto.

48. CANCELLATION OF LEASE

It is understood, acknowledged and agreed by Lessor and Lessee that Lessee may request Lessor to waive this Lease Agreement in the case of financial insolvency. If the Lessee provides a minimum of 30 days written notice, such approval or consent by Lessor will not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date first set forth above.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor
"LESSOR"

ATTEST:

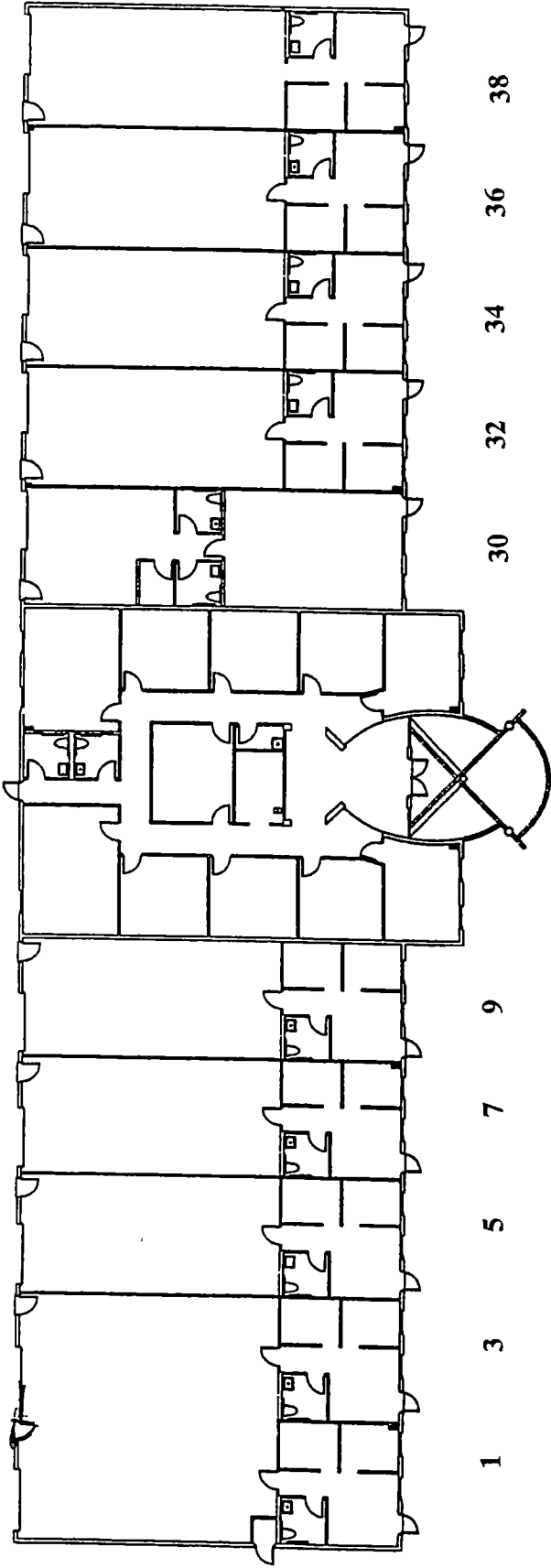
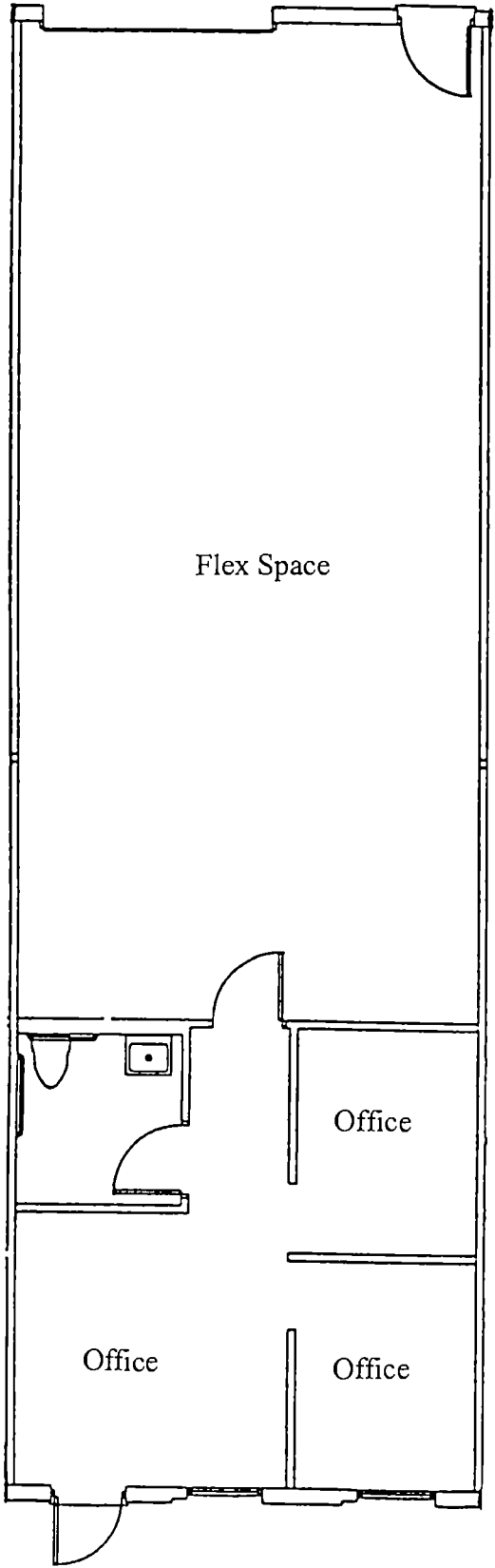
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM *J. P. Pincus*
2/25/05

AFFLECK ENTERPRISES

By *Lynn H. Affleck*
LYNN H. AFFLECK, President
"LESSEE"

Exhibit "A"
Las Vegas Business Center, Floor Plan



14 - 26

Exhibit B

Certification Regarding Disclosure of Principals

The principals and partners of Affleck Enterprises and all persons and entities holding more than a 1% interest in Affleck Enterprises or any principal of Affleck Enterprises are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	<u>Lynn H Affleck</u>	<u>4987 Idaho Avenue LV, NV 89104</u>	<u>431-4827</u>
2.	<u></u>	<u></u>	<u></u>
3.	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>
5.	<u></u>	<u></u>	<u></u>
6.	<u></u>	<u></u>	<u></u>
7.	<u></u>	<u></u>	<u></u>
8.	<u></u>	<u></u>	<u></u>
9.	<u></u>	<u></u>	<u></u>
10.	<u></u>	<u></u>	<u></u>

I certify that the information set forth above is true and correct.

Affleck Enterprises



Lynn H. Affleck, President
3/01/05

Date

ATTEST:



Leonard Dixon, Staff
Neighborhood Services Department

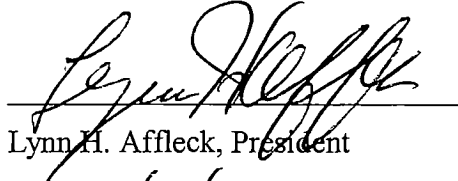
Exhibit C
Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit C, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

- (i) relocated to the Area prior to the date of the applicant's application for Lease;
- (ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
- (iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
- (iv) relocating from technologically obsolete facilities to be competitive;
- (v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) determined by EDA to be exempt (13 CFR Section 316.4(b))

Affleck Enterprises



Lynn H. Affleck, President

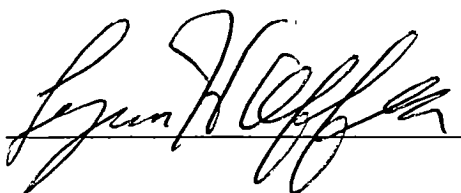
Date 3/01/05

Exhibit D
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Lessee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Lessee's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted.
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Affleck Enterprises

A handwritten signature in black ink, appearing to read "Lynn H. Affleck", written over a horizontal line.

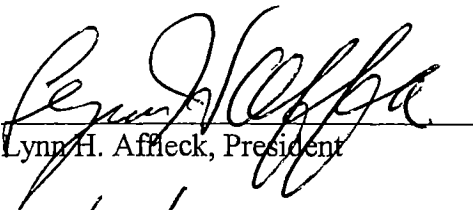
Lynn H. Affleck, President

Exhibit E
Certificate of Non-Discrimination

Affleck Enterprises assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that Affleck Enterprises will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Affleck Enterprises further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze Affleck Enterprises' civil rights posture and practices.

I certify that the information set forth above is true and correct.

Affleck Enterprises

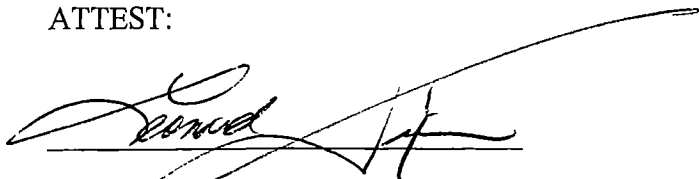


Lynn H. Affleck, President

3/01/05

Date

ATTEST:



Leonard Dixon, Staff
Neighborhood Services Department

Exhibit F
SELF-CERTIFICATION FORM FOR FAMILY INCOME

Date: _____

City / County: _____

Community Development Block Grant request for fiscal year _____

The information you provide regarding your family income will be part of your request for state subsidy funds which will assist the economic development of _____
The information will be confidential, but may require verification

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

FAMILY SIZE	INCOME	ABOVE	UNDER
1	<u>\$31,650</u>	_____	_____
2	<u>\$36,150</u>	_____	_____
3	<u>\$40,700</u>	_____	_____
4	<u>\$45,200</u>	_____	_____
5	<u>\$48,800</u>	_____	_____
6	<u>\$52,450</u>	_____	_____
7	<u>\$56,050</u>	_____	_____
8	<u>\$59,650</u>	_____	_____

How many hours do you work each month? _____

Gender of head of household: _____ Male _____ Female

Nationality and age of head of household: _____ Over 62 years of age

_____ White _____ Black _____ Hispanic _____ Asian

_____ Alaska Native _____ Pacific Islander _____ American Indian

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of _____ and the United States Department of Housing and Urban Development.

Signature: _____ Date: _____

Name: _____ Home Address: _____

(Printed Name)

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkaniah

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 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, Department of Public Works on behalf of Real Estate, introduced ROBIN YOAKUM as the acting Real Estate Manager. She will begin representing Real Estate as DAVID ROARK is no longer employed with the City.

MR. McNELLIS explained that the City is taking the remainder of the Mash site and transferring different parcels to other service providers. This property is being dedicated to the HELP Las Vegas Housing Corporation and he recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 2005

MINUTES - Continued:

(3:06 - 3:07)

1-35

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, Seller shall provide written notice of same to Buyer and unless Buyer commences to use the Property for affordable housing within 60 days of such notice, the Seller may cause the Property to revert to the Seller on ten days written notice to Buyer. 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 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) 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 desired 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: Eric Seltzer
Gilbride, Tusa, Last & Spellane LLC
708 Third Avenue, 26th Floor
New York, NY 10017

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

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 it 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 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

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

J. Pimbiceles 3/17/05
DEPUTY CITY ATTORNEY/DATE

"Buyer"

HELP Las Vegas Housing
Corporation II

Craig Galati
Craig Galati, President

ACKNOWLEDGMENT

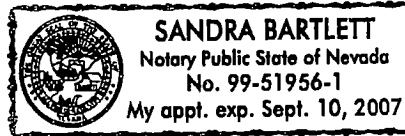
STATE OF NEVADA

)

)ss.

COUNTY OF CLARK

)



On this 16 day of March, 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.

A handwritten signature in cursive script, appearing to read "Sandra Bartlett", written over a horizontal line.

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

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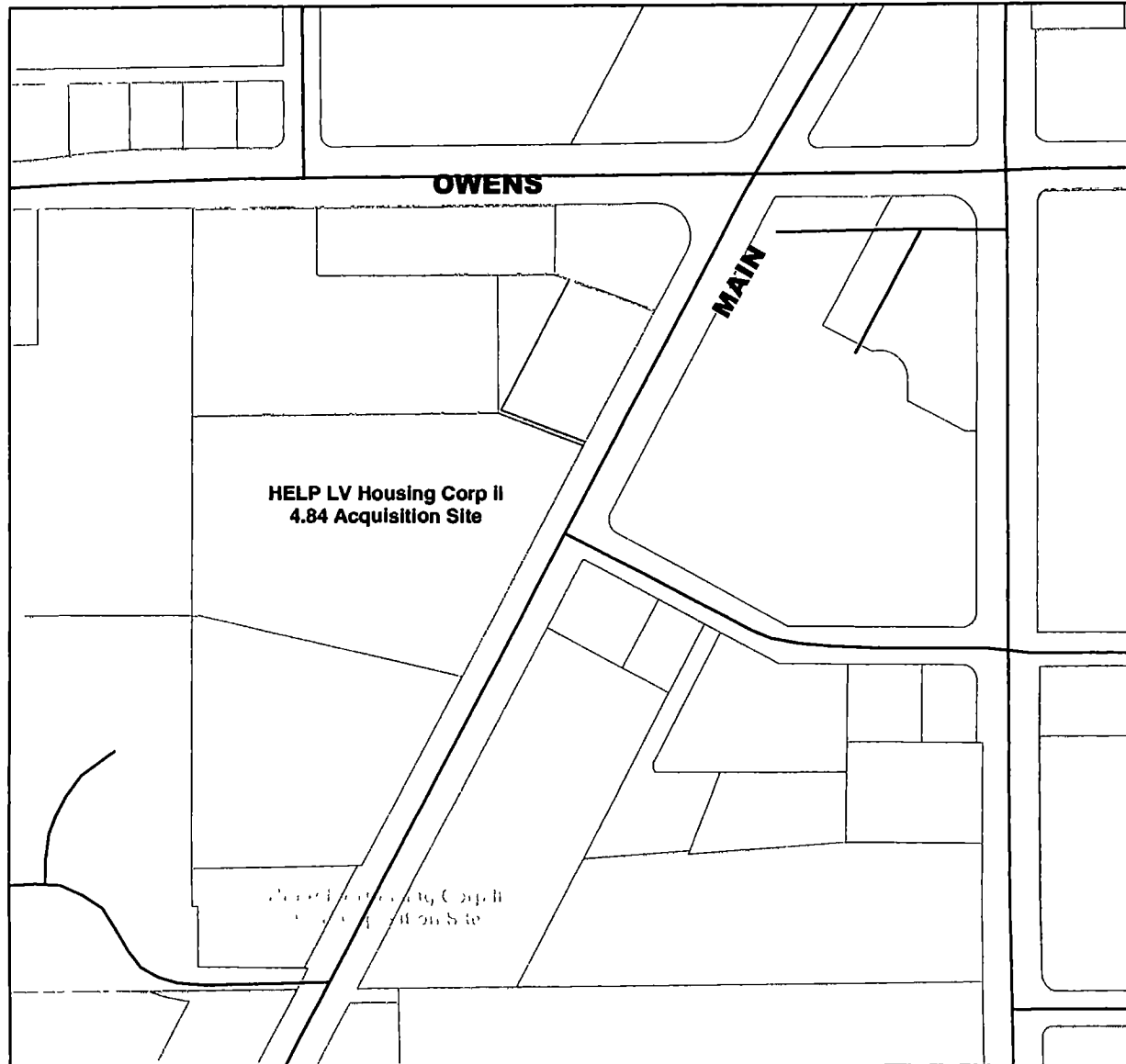
THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith

DATED THIS _____ DAY OF _____, 2005

By. _____

Title: _____

Exhibit "A"



Site Map

Legend

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

Real Estate & Asset Mgmnt



1/31/05

EXHIBIT "B"

LEGAL DESCRIPTION

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, Township 20 South, Range 61 East M D M. described as follows:

Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the Office of the County Recorder of Clark County, Nevada

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, Grantor shall provide written notice of same to Grantee and unless the Grantee commences to use the Property for affordable housing within sixty (60) days of such notice, the Grantor may cause Property to revert to the Grantor on ten (10) days written notice to Grantee. 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 A
LEGAL DESCRIPTION

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, Township 20 South, Range 61 East M D M described as follows:

Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the Office of the County Recorder of Clark County, Nevada

EXHIBIT D

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
NAME	HELP Las Vegas Housing Corporation II	Subject Matter of Contract/Agreement	HELP@Owens Land Transfer 1559 N. Main Steeet
ADDRESS	c/o Lucchesi/Galati 500 Pilot Road Suite A Las vegas, NV 89119		
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.			

EXHIBIT D

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

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.



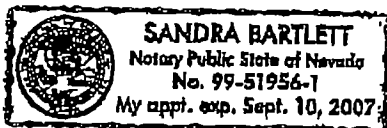
Name

CRAIG S. GALATI
1/18/05

Date

Subscribed and sworn to before me this 18
 day of

January 2004-2005
Sandra Bartlett
 Notary Public



HELP LAS VEGAS HOUSING CORPORATION II

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

12-29-04

Jill preparing draft contract

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

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 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 between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-two square foot Easement to LVVWD to service a portion of APN 137-12-101-008 located near Gilmore Avenue and Cliff Shadows Parkway - Ward 4 (Brown)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water service within Cliff Shadows Parkway, the City is required to grant an Easement and Rights-of-Way to LVVWD to install an Air Vac Assembly and a Fire Hydrant. Installation will consist of two (2) portions of land measuring six feet by six feet to be located at the back of the sidewalk.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easements and Right-of-Way
2. Site map

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, Department of Public Works, stated the City is to grant an easement to the Las Vegas Valley Water District for water service necessary for the development of a park in Ward 4. He recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:07 -3:08)

1-84

A.P.N. 137-12-101-008

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

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

The City of Las Vegas

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

W I T N E S S E T H:

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

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

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

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

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

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

A.P.N. 137-12-101-008
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 ____ day of _____, 20____

APPROVED AS TO FORM:
Thomas R. Shea 3/16/05
Date

STATE of _____)
) ss.
COUNTY of _____)

On _____, 20____, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

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

A P N. 137-12-101-008
GRANTOR

EXHIBIT "A"

SEE ATTACHED LEGALS AND EXHIBITS

Carter-Burgess

6655 Bermuda Road
Las Vegas, Nevada 89119-3605

APN: 137-12-101-008

GRANTOR: USA AND CITY OF LAS VEGAS LEASE

**LEGAL DESCRIPTION
FOR
LAS VEGAS VALLEY WATER DISTRICT EASEMENT**

LYING WITHIN THE WEST HALF (W 1/2) THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 87°50'54" WEST, A DISTANCE OF 347.75 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF (W 1/2); THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID WEST HALF (W 1/2), NORTH 00°46'11" WEST, A DISTANCE OF 275.05 FEET; THENCE SOUTH 89°13'49" WEST, A DISTANCE OF 107.41 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 29°22'03" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 60°28'57" WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,140.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 60°28'57" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 5.97 FEET, THROUGH A CENTRAL ANGLE OF 00°18'00"; THENCE SOUTH 60°46'57" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 36 SQUARE FEET.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS

NORTH 01°09'30" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 120, PAGE 83 OF SURVEYS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION

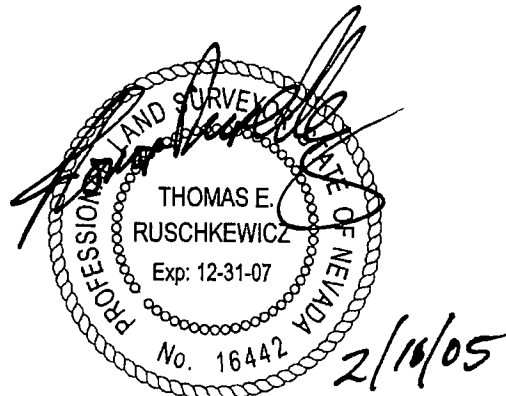
WAS PREPARED BY: D PARTEN

CHECKED BY:

THOMAS RUSCHKEWICZ, P.L.S

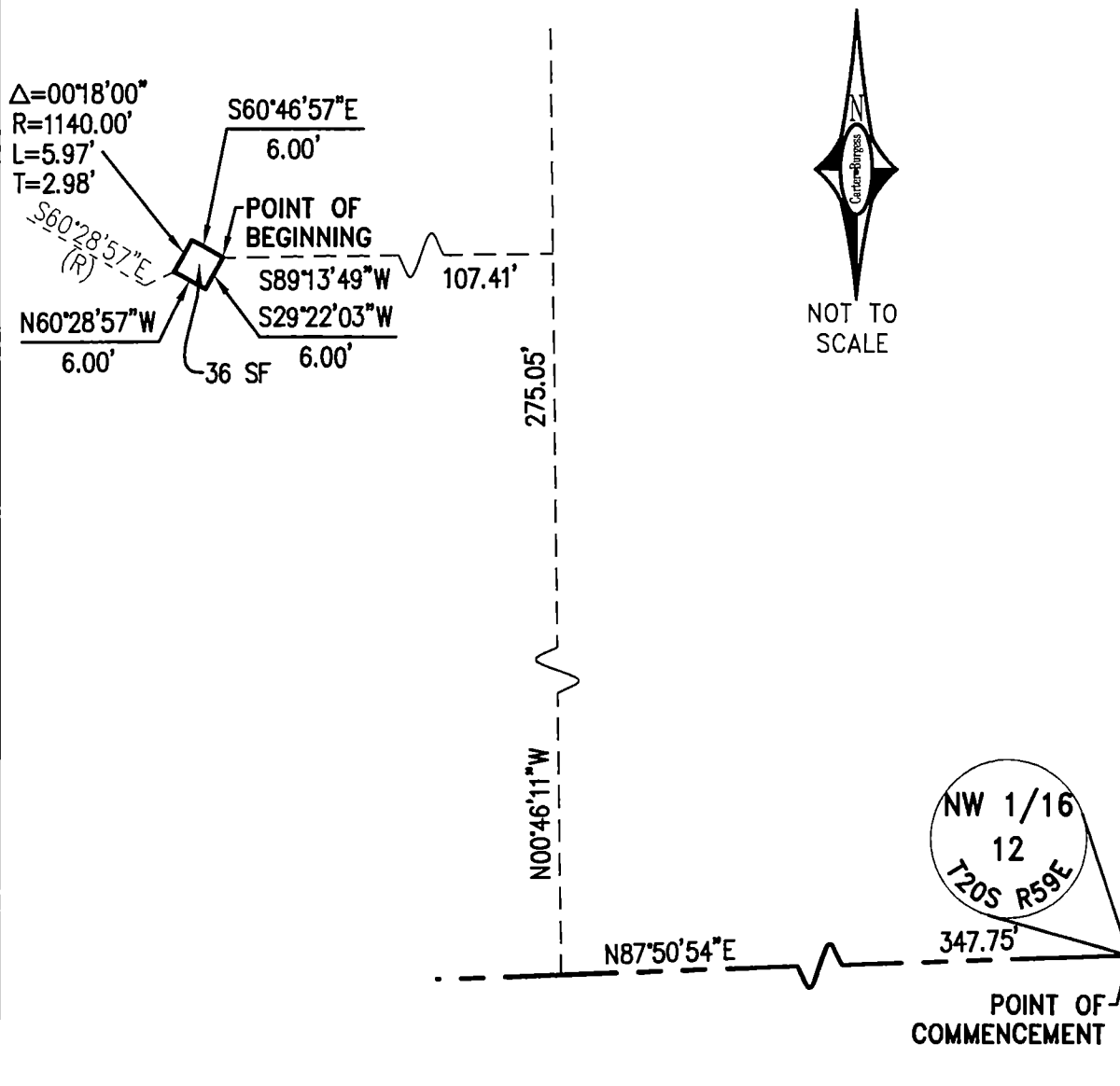
Carter-Burgess

6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119-3605



APN 137-12-101-008
GRANTOR: USA AND CITY OF LAS VEGAS LEASE

EXHIBIT B



S. /241060/LEGALS/1060_LVVWD2 doc

LAS VEGAS VALLEY
WATER DISTRICT EASEMENT

JOB NO: 241060

DATE: 02.15.2005

DRAWN BY: dp

CHECKED BY: TR

Carter-Burgess

6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

CarterBurgess

6655 Bermuda Road
Las Vegas, Nevada 89119-3605

APN: 137-12-101-008

GRANTOR: USA AND CITY OF LAS VEGAS LEASE

**LEGAL DESCRIPTION
FOR
LAS VEGAS VALLEY WATER DISTRICT EASEMENT**

LYING WITHIN THE WEST HALF (W 1/2) THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 87°50'54" WEST, A DISTANCE OF 347.75 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF (W 1/2); THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID WEST HALF (W 1/2), NORTH 00°46'11" WEST, A DISTANCE OF 377.68 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°13'49" WEST, A DISTANCE OF 54.88 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 23°36'04" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 66°14'56" WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,140.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 66°14'56" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 5.97 FEET, THROUGH A CENTRAL ANGLE OF 00°18'00"; THENCE SOUTH 66°32'56" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 36 SQUARE FEET.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS

NORTH 01°09'30" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN IN FILE 120, PAGE 83 OF SURVEYS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA.

THE ABOVE LEGAL DESCRIPTION

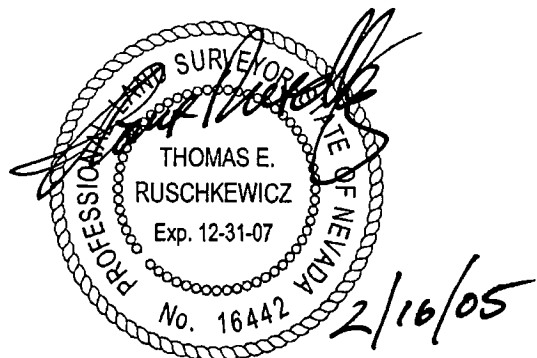
WAS PREPARED BY: D PARTEN

CHECKED BY:

THOMAS RUSCHKEWICZ, P.L.S.

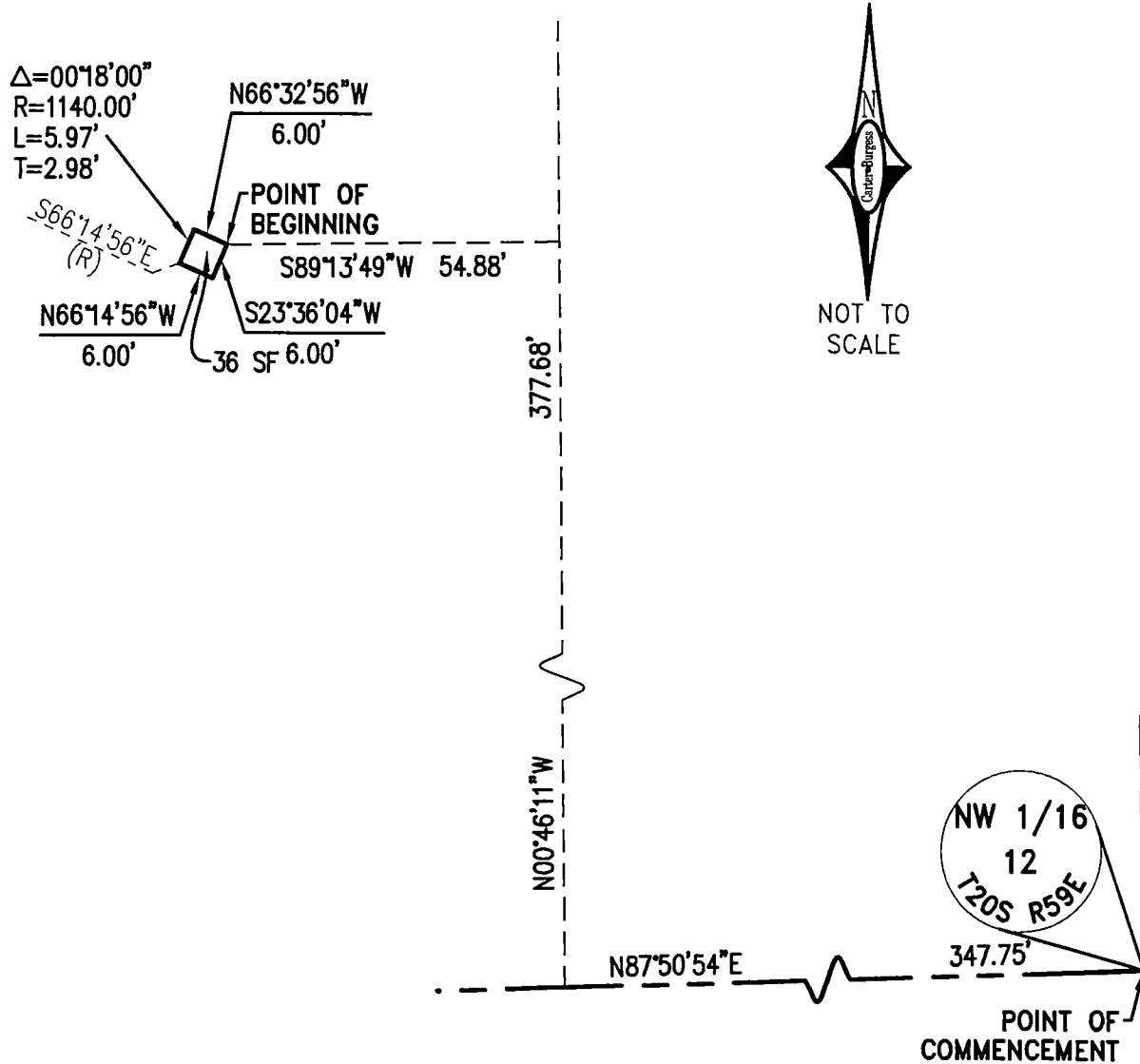
CarterBurgess

6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119-3605



APN 137-12-101-008
GRANTOR: USA AND CITY OF LAS VEGAS LEASE

EXHIBIT B



S /241060/LEGALS/1060_LVVWD1 doc

LAS VEGAS VALLEY
WATER DISTRICT EASEMENT

JOB NO: 241060

DATE: 02.15.2005

DRAWN BY: dp

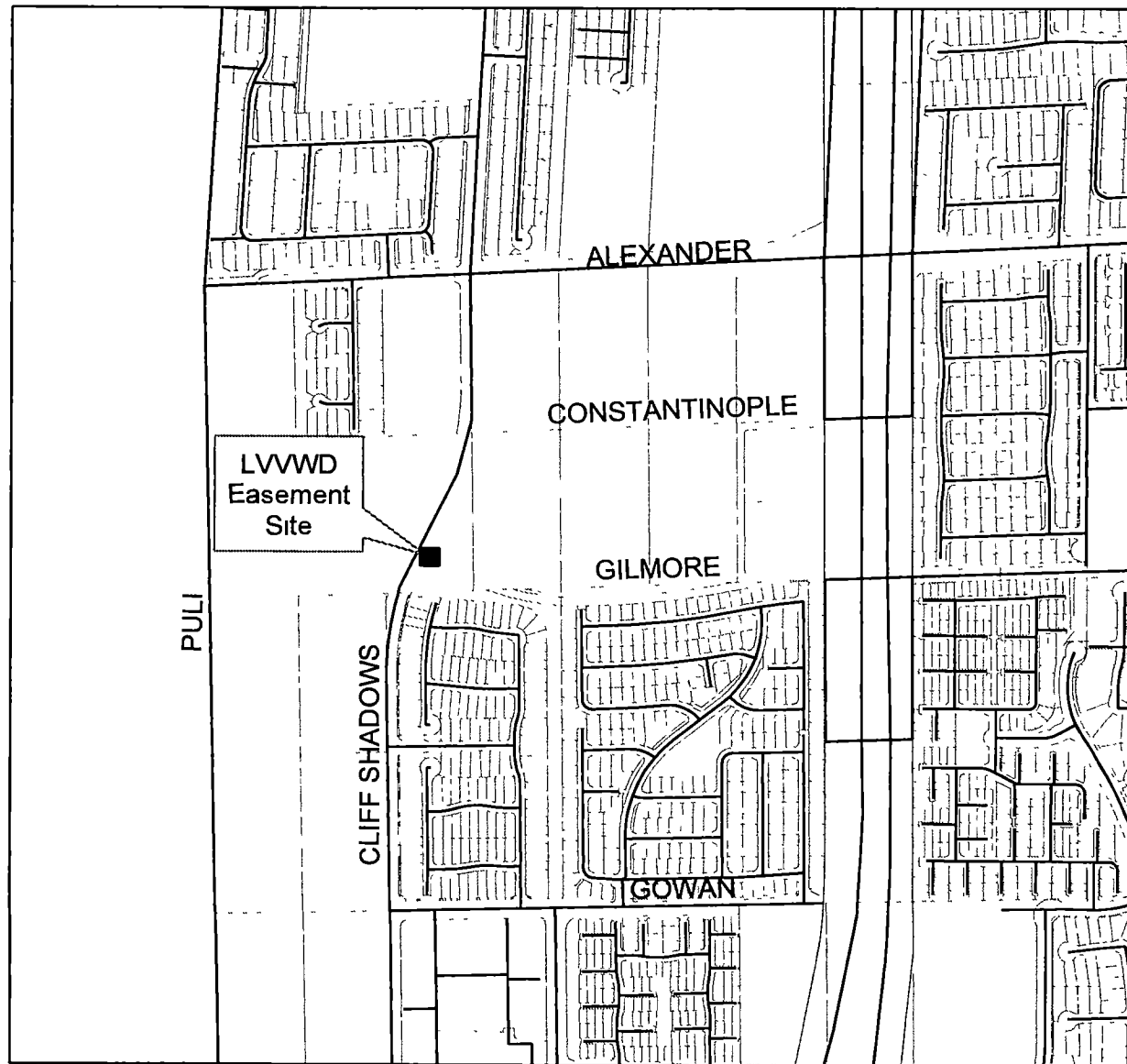
CHECKED BY: TR

Carter Burgess

6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

**General Location Description –
See attached Legal and Exhibit for exact location**

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>General Description</u>	<u>Length x Width (ft)</u>	<u>Area (sf)</u>	<u>Acreage</u>
20S	59E	12	W1/2 of SW1/4 of NW1/4 of NW 1/4	2 – 6' X 6' SQUARES	72 sq ft	.01



Site Map

Legend

-  Beltway
-  Street Centerline
-  Parcels
-  scl_majors

Real Estate & Asset Mgmt



3/21/05

Plan of Development

Las Vegas Valley Water District

- (A) **Type of system or facility / background (purpose and need):** We will be installing 1-Air Vac Assembly, 1-Fire Hydrant, 1-Gate Valves, pipes and elbow fittings. The facilities service the transmission main.
- (B) **Related Structures:** Outside of BLM parcel is The City of Las Vegas ROW, curb, gutter and sidewalk. Nothing is constructed in this BLM area at this time. The City has reserved this area for a future park site. R&PP N-75747 (see attached exhibits)
- (C) **Project description / physical specifications:** This project location is in Section 12 Township 20 South, Range 59 East, M.D.M., Clark County, Nevada. The proposed facilities will encompass approximately 72 square feet for an area of .01+/- acres.
- Total amount of previous disturbance:** NA - none
- Total amount of new disturbance:** 72 square feet total – two 6' by 6' squares located at back of sidewalk.
- Time of year construction will begin:** We could start as early as March of 2005, as soon as the Easement is approved we are ready to proceed.
- Duration of construction:** The entire process will take 3 weeks.
- Sequence of events:** The work force will include an estimated 5 to 20 people, including survey crews, inspectors, contractors, laborers and equipment operators. However, it is not likely all 20 people will be on the site at one time. Vehicles on site during construction will include trucks, possible heavy equipment loaders and dump trucks.
- (D) **Term of years needed:** The Air Vac Assembly, Fire Hydrant, 6" Gate Valves, pipes and elbow fittings will all be permanent features.

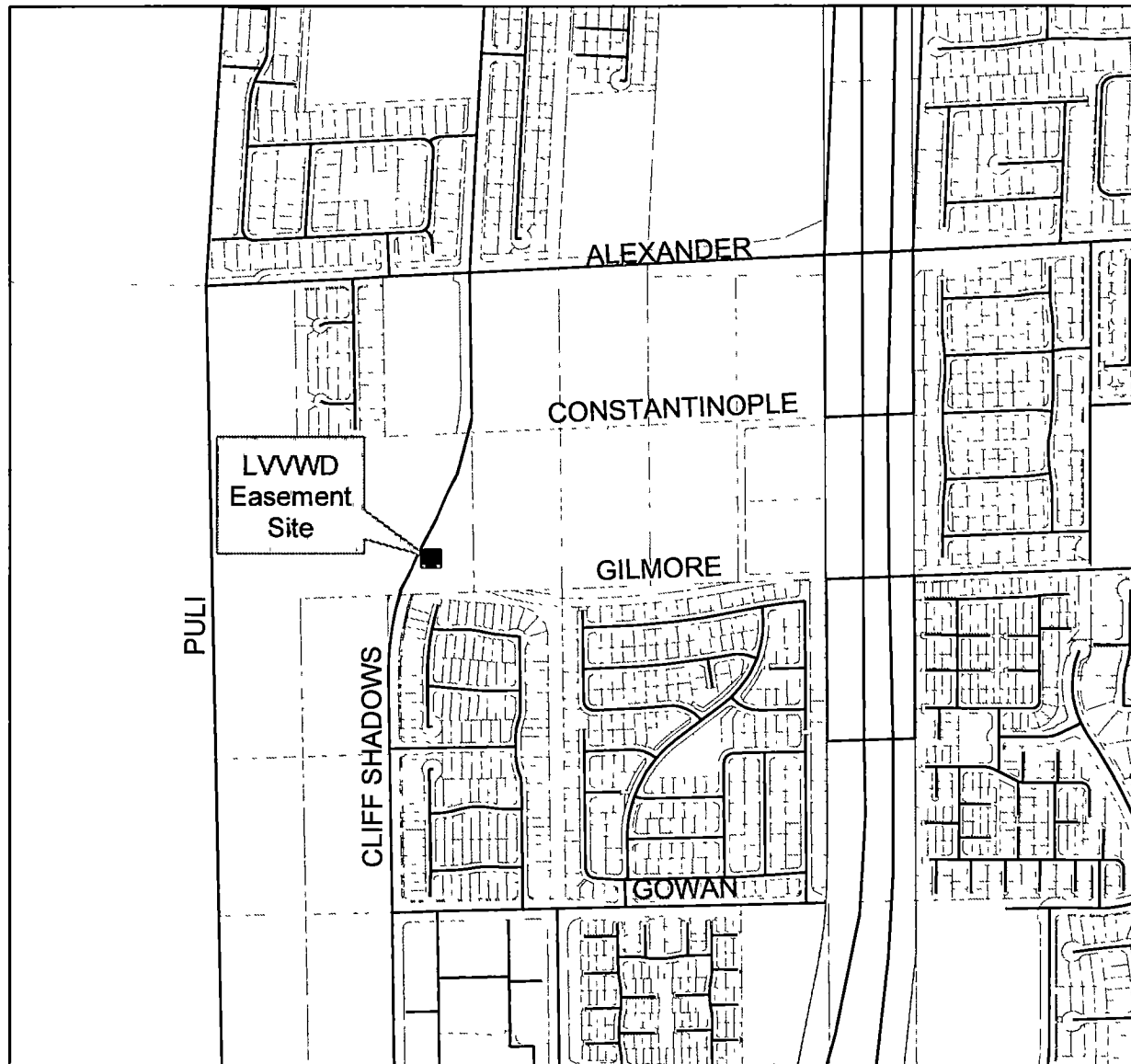
- (E) **Time of year of use:** The use of the installed Gate Valves, Fire Hydrant and Air Vac Assembly is year-round.
- (F) **Volume or amount of product to be transported:** There will be minimal volumes of grading, fill and material to install the Fire Hydrant, Gate Valves and Air Vac Assembly.
- (G) **How long will construction take:** 3 weeks
- (H) **Will temporary work areas be needed:** No, if required would be processed as a separate application, processed concurrent.

Construction: The construction will consist of digging trench/hole, installing pipe, elbow, fire hydrant, gate valves, and Air Vac Assembly and back filling the trench.

All work will be done within the Easement area applied for.

Maintenance and Operation: The Las Vegas Valley Water District will maintain the facilities as required.

- (I) **Benefit of the facilities to the Future Park site and the area:** The Air Vac Assembly will allow for maintained of the transmission main with in Cliff Shadows Parkway. The transmission main in Cliff Shadows Parkway will provide water service to this site.. The Fire Hydrant provides an immediate source of fire protection for the park site. Therefore, both items are significantly beneficial to the park.



Site Map

Legend

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Real Estate & Asset Mgmt



3/21/05

TM/CAS PLE CHIEF MTG. [3P] TUES. 5 APRIL '05 (8TH FLA) (COUN. S. WOLFSON)
(COUN. L. TABLANIAN)
CITIZ. PARTIC. ... (2 min) ...

• TOM MCGOWAN; RESIDENT OF THE ARTS DISTRICT IN WARD 1, FOR MORE THAN FIFTY (50) YEARS.

1. PEOPLE OF ALL AGES AND DEMOGRAPHICS LIVE ON RENT ESTATE, AND THEREAS: ~

(A) COMMUNITY DEVELOPMENT AND REDEVELOPMENT IS ABOUT PEOPLE, EXPRESSLY INCLUSIVE OF THEIR QUALITY OF LIFE AND THEIR DEGREE OF EQUAL ACCESS TO JUSTICE AND OPPORTUNITY, VASTLY MORESO THAN ABOUT REAL ESTATE PROPERTIES AND RELATED TECHNICAL MATTERS PERTINENT TO THE CONDUCT OF PUBLIC GOVERNMENT ESSENTIALLY INTENDED AS: "OF, BY AND FOR THE PEOPLE"!

2. NEVERTHELESS, AND NOTWITHSTANDING REPEATED PUBLIC NOTICES AND COMPLAINTS TO AND PURSUANT TO THE REDRESS OF GRIEVANCES BY CITY GOVERNMENT, THE MAYOR AND THE CITY COUNCIL, ETAL, HAVE IMPOSED AND CONTINUE TO IMPOSE AND IMPLEMENT ACTIONS WHOSE CONSEQUENCES ADVERSELY IMPACT THE PEOPLE WHO RESIDE IN THE ARTS DISTRICT OF WARD 1 AND ELSEWHERE IN THE CITY OF LAS VEGAS.

3. IT'S ABUNDANTLY EVIDENT THESE PUBLIC-IMPACTIVE ACTIONS ARE LIMITED SPECIAL INTERESTED POLITICAL, BUREAUCRATIC AND ECONOMIC EXPEDIENCE-DRIVEN IN FURTHERANCE OF AN OXYMORONICALLY 'HIDDEN', BUT READILY TRANSPARENT AND WHOLLY SUBJECTIVE AGENDA. THEY INCLUDE, BUT ARE NOT LIMITED TO: ~

(A) THE PLAN-LESS, GROSSLY IMBALANCED, IMPETUOUS AND UNDOUBTLY AGGRESSIVE DEVELOPMENT OF A PROLIFERATION OF MIXED-USE HIGH-RISE CONDOMINIUM TOWERS DESIGNED AND INTENDED FOR OWNERSHIP AND OCCUPANCY BY 'DINKS', AND THEREAS DEVOID OF SENIORS AND FAMILIES WITH CHILDREN AND GRANDCHILDREN, AND BEYOND THE AFFORDABLE RANGE OF LOCALLY RESIDENT ARTISTS; AND, IN CONJUNCTION THEREWITH: ~

(TM, CONT'D)

(B) THE APPROVAL AND AUTHORIZATION OF CONSTRUCTION PROJECTS THAT UNLAWFULLY EMPLOY ILLEGAL IMMIGRANTS, IN DEFIANCE OF CONSTITUTIONAL AND STATUTORY LAWS GOVERNING IMMIGRATION COMPLIANCE ENFORCEMENT ('ICE'), AS WELL AS NATIONAL HOMELAND AND STATE AND LOCAL HOME FRONT SECURITY;

(C) THE TERMINATION OF PUBLIC MASS TRANSIT 'CAT' BUS SERVICES; THE FAILURE TO PROVIDE 'CITY RIDE' BUS SERVICES; THE FAILURE TO ENSURE THE AVAILABILITY OF TAXICAB SERVICES TO FARE-PAYING SENIORS, DISABLED PERSONS AND OTHER RESIDENTS OF THE AFFECTED AREA; AND THE FAILURE TO ENSURE TIMELY AND OPEN PUBLIC PARTICIPATION IN THE DEMOCRATIC PROCESS PURSUANT TO THE DEVELOPMENT AND REDEVELOPMENT OF THE ARTS DISTRICT IN WARD 1 OF THE CITY OF LAS VEGAS. ~ CONSEQUENTLY, IT'S IMPORTANT TO RECOGNIZE:-

14. 'DEVELOPMENT', DEVOID OF THE EXPERIENCE, COMPASSION AND WISDOM OF SENIORS, AND DEVOID OF THE SONGS, HOPES AND DREAMS OF FAMILIES WITH INNOCENT CHILDREN AND GRAND CHILDREN, IS NOT A 'COMMUNITY', BUT IS THE ANTI-PUBLIC ANTITHESIS OF THE TERM: 'COMMUNITY', AND IS THE CLASSIC PRESCRIPTION FOR TOMORROW'S NEGLECTED, BLIGHTED, AND DRUGS, VICE AND CRIME-IMPACTED CENTRAL DOWNTOWN URBAN CORE CURRENTLY MASQUERADING AS: "THE BEST IS YET TO COME"!

THE VERBATIM TEXT OF MY PUBLIC COMMENT IS SUBMITTED AND REQUESTED INCLUSION IN THE MINUTES OF TODAY'S MEETING, IN COMPLIANCE WITH NRS 241, THE NEVADA OPEN MEETING LAW.

THANK YOU.

(SUBMITTED)

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 5, 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:

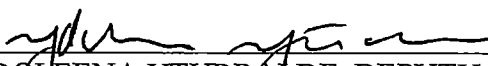
TOM McGOWAN, Las Vegas and Ward 1 resident, submitted a written statement regarding community development and redevelopment, regional bus services for the people, construction projects using illegal immigrants and high rise condominium development.

(3:08 - 3:11)

1-120

THE MEETING ADJOURNED AT 3:12 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK
April 5, 2005