

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 19, 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 on the proposed Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)
- 2 Discussion and possible action regarding a First Amendment to the Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1 1-acre parcel located at the southwestern corner of Wheeler Peak and Martin L King Boulevard in the Enterprise Park to adjust the purchase price to accommodate a Right-of-Way Dedication (\$11,215 80 - Industrial Revenue Fund) - Ward 5 (Weekly)
- 3 Discussion and possible action to transfer the Las Vegas Technology Center Common Areas, located at the intersection of Tenaya Way and Prairie Falcon Road, from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, as amended - 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

602

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **April, 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 **19th** 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

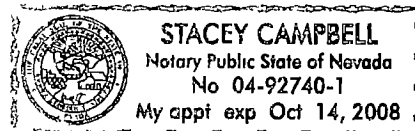
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

12TH day of April, 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

12th day of April, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)) ss
COUNTY OF CLARK)

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

City Clerk
DEPARTMENT

Stacey Campbell
NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILMAN WOLFSON and COUNCILWOMAN TARKANIAN

Also Present: DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, REAL ESTATE AND DEPUTY DIRECTOR JOHN McNELLIS, and DEPUTY CITY CLERK YDOLEENA YTURRALDE

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(3:04)

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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: DOUGLAS A. SELBY

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - CM WOLFSON AND CW TARKANIAN

Discussion and possible action on the proposed Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

While this Agreement is fiscally neutral in the first two years, starting with the third year staff estimates annual fiscal impact to be \$700K to \$1,000K annually. The Nevada Divisions of State Parks and State Lands were directed by Governor Guinn and authorized by Nevada State Senate Bill 444 and Assembly Bill 287 to enter into negotiations with the City of Las Vegas regarding the transfer of Floyd Lamb State Park. Council at its regular meeting on December 3, 2003 directed staff to meet with the State Division of Lands and Parks to develop a proposed agreement for the transfer of the Park. City staff has met with the state staff and developed a proposed transfer agreement that is subject to Gubernatorial and Legislative review.

RECOMMENDATION:

Staff will follow direction of City Council.

BACKUP DOCUMENTATION:

Proposed Floyd Lamb State Park Transfer Agreement

MOTION:

COUNCILWOMAN TARKANIAN recommended Item 1 be forwarded to the Full Council with a NO recommendation. COUNCILMAN WOLFSON concurred.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

CHRIS KNIGHT, Director of Administrative Services, explained the agreement transfer of Floyd Lamb State Park to the City of Las Vegas is a little under 2,000 acres of land. The City agrees to honor all leases and easements that exist at the time of the transfer for the full duration allotted. The real estate transfer will exempt ten acres of State owned land, which will remain in ownership by the State because there is a nursery on the site that they would like to retain, including all water rights for the well. The remaining water rights will go to the City of Las Vegas.

There is a restriction to be used for passive recreation and would apply only to a 60-acre course site that has been agreed upon by City and State staff. The city will retain and maintain the cultural character of the 60-acre core area which is the improved area containing historic buildings, picnic areas, fishing ponds, and parking areas. The City will work with the State to conduct a public planning process to determine the needs and development of the remaining portions of the State owned lands outside the 60-acre core area and the BLM lands. This will benefit future development within the confines of the

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

MINUTES - Continued:

northwest open space plan. There will be a two-year transition period to allow the City a transition period for accepting the operation and maintenance of the facility.

COUNCILWOMAN TARKANIAN stated the project is wonderful for the City but expressed concern for the costs to maintain such a facility when the State had difficulty with the cost of maintenance. She inquired about the deterioration of the land. MR. KNIGHT stated the City had applied in Round 6 of the Funding Proposals to get \$3.5 million to bring the facilities up to speed. The park's trails and natural area subcommittee was not receptive to funding the request however, if the City owned Floyd Lamb State Park it would greatly enhance the chance of the City obtaining those additional necessary funds. MR. KNIGHT clarified for COUNCILMAN WOLFSON that the agreement began negotiations in 2003 and discussions of development for the agreement between COUNCILMAN MACK and GOVERNOR GUINN have carried on throughout 2005.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:03 - 3:09)

1-7

FLOYD LAMB STATE PARK TRANSFER AGREEMENT

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

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

1.

TRANSFER OF FLOYD LAMB STATE PARK TO CITY

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

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

2.

CLOSING THE TRANSFER AND RELINQUISHMENT

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

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

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

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

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

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

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

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

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

3.

CONDITIONS TO CLOSING

3.1 Evidence of Title.

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

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

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

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

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

3.2 Condition of Park

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

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

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

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

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

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

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

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

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

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

4.

FUTURE USE

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

(a) Maintenance. Subject to the City's responsibilities pursuant to this Agreement, the State shall continue to provide and pay for the same level of maintenance for the Park as in the past, for a period of two years following the date of such transfer so that the City can prepare gradually to take over the responsibility for such maintenance. The City will operate and maintain the Park in such manner that the use

and enjoyment of the Park by the residents of the State is not diminished. The City shall maintain all water rights in good standing with the State Engineer's office, and ensure they are retained on the property.

(b) Release of State. Following the two-year beginning maintenance period set forth in Section 4(a) above, the State will be released by the City and will not liable for any expense incurred to operate or maintain the Park or any appurtenances or facilities which are located on the Park. This release does not prohibit the State from making grants to the City for operation or maintenance of the Park or any appurtenances or facilities which are located on the Park.

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

5.

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

Attest:

Barbara Jo Ronemus, City Clerk

Approved As To Form:

Deputy City Attorney Date

By: Oscar B. Goodman, Mayor
Date: _____

STATE OF NEVADA

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

EXHIBIT A TO FLOYD LAMB STATE PARK TRANSFER AGREEMENT
(PROPERTY DESCRIPTION OF PARK)

Floyd Lamb State Park is described as follows:

(a) Parcel 1. That portion of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., more particularly described as follows:

Lot 3 as shown by the map thereof on file in file 97 of Parcel Maps, page 46, in the Office of the County Recorder of Clark County, Nevada.

(b) Parcel 2. The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., excepting therefrom the south 30 feet as conveyed to the City of Las Vegas by dedication recorded August 1, 1973, in Book 351 as Document No. 310044, Official Records.

(c) Parcel 3. That portion of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., more particularly described as follows:

Lot 2 as shown by the map thereof on file in file 97 of Parcel Maps, page 46, in the Office of the County Recorder of Clark County, Nevada.

(d) Parcel 4. The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M.

(e) Parcel 5. The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M.

(f) Parcel 6. The Southwest Quarter (SW 1/4) of Section 4, Township 19 South, Range 60 East, M.D.M.

(g) Parcel 7. The North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 4, Township 19 South, Range 60 East, M.D.M.

(h) Parcel 8. The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 19 South, Range 60 East, M.D.M.

(i) Parcel 9. The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 19 South, Range 60 East, M.D.M.

(j) Parcel 10. The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 3, Township 19 South, Range 60 East, M.D.M.

(k) Parcel 11. That portion of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., more particularly described as follows:

Commencing at the North Quarter (N 1/4) corner of said Section 9, the true point of beginning; thence along the North line of said Section North 89° 38'23" West, 75.00 feet; thence parallel with and distant 75.00 feet westerly, measured at right angles, from the East line of the Northwest Quarter (NW 1/4) of said Section, South 00° 07'41" East, 1329.70 feet; thence along the South line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section, South 89° 11'36" East, 75.01 feet; thence along the East line of the Northwest Quarter (NW 1/4) of said Section; North 00° 07'41" West, 1330.28 feet to the true point of beginning.

(l) Parcel 12. That portion of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., more particularly described as follows:

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

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

(1) The East 75.00 feet thereof;

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

(3) The following described property:

Commencing at the Northeast Corner of the Northwest Quarter (NW 1/4) of said Section 9; thence North 89° 35'34" West along the North line of said Section 9 a distance of 75.01 feet to the West line of the East 75.00 feet of the Northwest Quarter (NW 1/4) of said Section 9, being the true point of beginning; thence continuing North 89° 35'34" West along said North line a distance of 60.00 feet; thence South 00° 39'34"

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

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

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

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

RPTT: Exempt 2
APN:

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

QUITCLAIM DEED

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

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

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

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

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

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

which the property is subject, which use must also be approved through the public planning process of the City of Las Vegas with input from the State of Nevada.

5. In the event of any breach of the foregoing restrictions, the property described in Exhibit A shall revert to the State of Nevada, at the option of the State.

STATE OF NEVADA

By: _____

Name:

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

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

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

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

Vesting: State of Nevada

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

Street/Subdivision: IMPROVEMENT BOUNDARY OF FLOYD LAMB STATE
PARK

W.A. No. P21100

Cogo:TM: floyd-lamb-park.pro

Requested	eb	Written	byu	Checked	nw	Proofread	nw/byu
		01-04-05		01-04-05			01-04-05

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

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

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

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

Written by:
Brian Yu PLS
731 S. Fourth Street,
Public Works,
City of Las Vegas

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action regarding a First Amendment to the Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin L. King Boulevard in the Enterprise Park to adjust the purchase price to accommodate a Right-of-Way Dedication (\$11,215.80 - Industrial Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$11,215.80
☒	Budget Funds Available	Dept./Division:	OBD/Economic Development
☐	Augmentation Required	Funding Source:	Industrial Revenue Fund

PURPOSE/BACKGROUND:

The City of Las Vegas needs 2,077 square feet of land at the southwestern corner of Wheeler Peak and Martin L. King Boulevard for a Right-of-Way Dedication for accommodating the Martin L. King Boulevard widening project. Approval of this First Amendment will adjust the purchase price from \$258,595 to \$247,379.20, which shall result in the City paying RLT Corporation a credit of \$11,215.80 for the purchase of the site. Upon payment to escrow, a Grant Deed will be recorded to accomplish the Right-of-Way Dedication.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. First Amendment to the Purchase and Sale Agreement between City of Las Vegas and RLT Corporation
2. Disclosure of Principals
3. Site Map

MOTION:

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

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

SCOTT ADAMS, Director, Office of Business Development, stated the item is an adjustment to the purchase price on a parcel that was sold to the RLT Corporation and the Enterprise Park for the development of a new training facility. At the time the parcel was sold, the right-of-way needs for Martin Luther King Boulevard were unknown and now that that information has been determined, the escrow remains open. The amount to be adjusted is 2,077 square feet at the original purchase price of \$5.40 for a total credit of \$11,215.80. He recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:09 - 3:11/3:12 - 3:13)

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

MINUTES - Continued:

1-198

RECESSED: 3:11 - 3:12 (Equipment failure)

**FIRST AMENDMENT TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN CITY OF LAS VEGAS AND RLT CORPORATION**

THIS FIRST AMENDMENT, entered into this ____ day of _____ 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and RLT CORPORATION, a Nevada for-profit corporation duly formed and organized in the State of Nevada (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City and Developer entered into a Real Property Purchase and Sale Agreement ("Agreement") on February 5, 2003 for the purchase and sale of a 1.099-acre site ("Site") in the Las Vegas Enterprise Park; and

WHEREAS, the Agreement required the Developer to use the Site for the development of a 14,000 square foot office building; and

WHEREAS, the Developer purchased the Site, as evidenced by the recordation of the Grant, Bargain and Sale Deed on September 23, 2003, as Instrument No. 02764 in Book No. 20030923 ("Developer's Original Closing Date"), for a purchase price of \$258,595 ("Purchase Price"), which was based on a purchase price of \$5.40 per square foot and conveyed the Site to its affiliate, the Arlt Family Trust; and

WHEREAS, subsequent to the Developer's Original Closing Date, the City desires to use a portion of the Site for a Right-of-Way Dedication ("Dedication") to assist the City with a planned widening of Martin Luther King Boulevard; and

WHEREAS, the Dedication is two thousand, seventy-seven square feet, more or less, as more particularly described hereinafter; and

WHEREAS, as consideration for the Dedication, the City desires to modify the Purchase Price to credit the Developer, at a price of \$5.40 per square foot, the amount of real property needed for the Dedication, which equates to a credit of \$11,215.80 ("Dedication Credit"); and

WHEREAS, the adjusted purchase price after this credit to the Developer for the Dedication would be \$247,379.20 ("Adjusted Purchase Price"); and

WHEREAS, the City and the Developer desire to accomplish the foregoing through this First Amendment;

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

1. Section 4 of the Agreement is deleted in its entirety and is amended to read as follows:

4. ACQUISITION OF SITE

The Purchase Price for the Site is \$258,595 (hereinafter "Purchase Price"), which is based on approximately \$5.40 per square foot for the Site, which contains approximately 47,888 square feet, or 1.099 acres, more or less.

The Adjusted Purchase Price for the Site is \$247,379.20 (hereinafter "Adjusted Purchase Price"). The Adjusted Purchase Price is based on the Purchase Price, less a credit to the Developer for an area containing 2,077 square feet, more or less, to be used for a Right of Way dedication for the City. This Right of Way dedication ("Dedication") is described in Exhibit "A" attached to this First Amendment and by this reference incorporated herein.

The City shall pay the difference between the Purchase Price and the Adjusted Purchase Price, which amounts to \$11,215.80 (hereinafter the "Dedication Credit"). The Dedication Credit is due and payable by the City at or before the Adjusted Close of Escrow as described in Section 14.1 hereinafter. For purposes of determining the Adjusted Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping. In the event that the Site's actual square footage is more than, or less than 47,888 square feet, the Adjusted Purchase Price of \$247,379.20 shall prevail.

2. A new Section 9.1 is added to the Agreement and shall read as follows:

9.1 RIGHT OF WAY DEDICATION

To accomplish a Right of Way Dedication for the City, the City and Developer agree to execute the Grant Deed ("Dedication Deed"), the form for which is attached hereto as Attachment "A" and by this reference is made a part hereof.

The City and the Developer agree that the total consideration for the Dedication Deed is one dollar (\$1.00) and the Adjusted Purchase Price as specified herein.

The Developer agrees that the Arlt Family Trust, by and through its Trustees, Thomas M. Arlt, and , Linda D. Arlt, shall execute the Dedication Deed conveying the Dedication to the City.

3. A new Section 14.1 is added to the Agreement and shall read as follows:

14.1 ADJUSTED CLOSE OF ESCROW AND ESCROW INSTRUCTIONS

Upon the fulfillment of the conditions described in this First Amendment, the Escrow Agent shall file the Dedication Deed for recordation among the land records in the Office of the County Recorder of Clark County. The Adjusted Close of Escrow shall occur

within forty-five (45) days following the execution of the First Amendment by the City and the Developer. The recordation of the Dedication Deed shall constitute the Adjusted Close of Escrow. The contents of this First Amendment shall serve as escrow instructions for both parties. The City and Developer agree to sign any additional escrow instructions which are mutually agreeable to both parties, provided that such additional escrow instructions do not result in liability to either party in an amount of \$24,999 or greater. All costs incurred by the Escrow Agent to accomplish the foregoing shall be borne by the City.

4. Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain in full force and effect.

Date of City Council Approval:

_____, 2005

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

_____, 2005

Approved as to form:

J. P. [Signature] 4/5/05
Date

RLT CORPORATION

By: _____
THOMAS M. ARLT, President

By: _____
LINDA D. ARLT, Treasurer

ACKNOWLEDGED AND APPROVED BY THE ARLT FAMILY TRUST

The foregoing First Amendment to Real Property Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation is hereby acknowledged and approved by the ARLT Family Trust.

Date: _____

THE ARLT FAMILY TRUST

THOMAS M. ARLT, Trustee

LINDA D. ARLT, Trustee

ACKNOWLEDGMENTS

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, who acknowledged that he executed the above instrument.

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, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, THOMAS M. ARLT, who acknowledged that he executed the above instrument.

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, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, LINDA D. ARLT, who acknowledged that she executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

ATTACHMENT "A"

APN: 139-21-416-001

WHEN RECORDED MAIL TO:
RIGHT-OF-WAY SECTION
CITY OF LAS VEGAS –
ATTN: ED BYRGE
731 SOUTH 4TH ST.
LAS VEGAS, NEVADA 89101

GRANT DEED

THIS INDENTURE WITNESSETH: That Thomas M. Arlt and Linda D. Arlt,
Trustees of the Arlt Family Trust

for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: 10' right-of-way located on the Southwest corner of Martin Luther King & Wheeler Peak Dr.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Continued:
Page 1 of 2

ATTACHMENT "A"

APN: 139-21-416-001

OWNER: Thomas & Linda Arlt

TYPE DOC: GRANT DEED

LOCATION: SWC of MLK & Wheeler Peak

Witness _____ hand _____ this _____ day of _____, 2005.

THE ARLT FAMILY TRUST

NAME: THOMAS M. ARLT, TRUSTEE

NAME: LINDA D. ARLT, TRUSTEE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

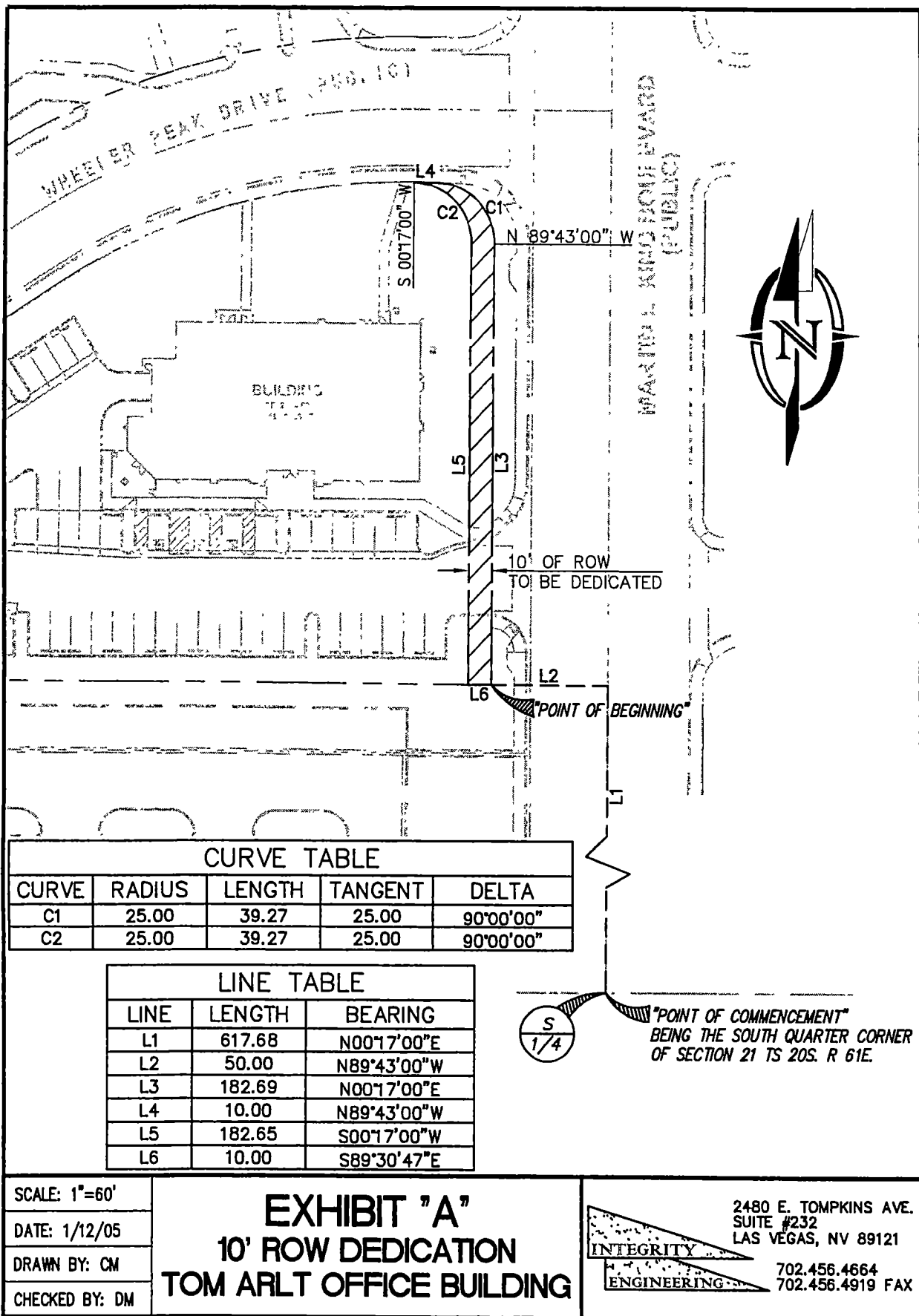
On _____ personally appeared before me, a Notary Public, _____
(Date)

(Person(s) appearing before Notary)

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

(Notary Public Signature)

**DUE TO CLARK COUNTY RECORDING STANDARDS,
PLEASE DO NOT WRITE/TYPE AND/OR STAMP
WITHIN THE 1" BORDER OF THIS DOCUMENT**



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00	39.27	25.00	90°00'00"
C2	25.00	39.27	25.00	90°00'00"

LINE TABLE

LINE	LENGTH	BEARING
L1	617.68	N00°17'00"E
L2	50.00	N89°43'00"W
L3	182.69	N00°17'00"E
L4	10.00	N89°43'00"W
L5	182.65	S00°17'00"W
L6	10.00	S89°30'47"E

EXHIBIT "A"
Legal Description for 10 feet of Right of Way Dedication

BASIS OF BEARING: North 00°17'00" East, along the centerline of Martin Luther King Blvd. as shown upon book 77, page 54 of plats, official records, Clark County, Nevada

Said dedication being a portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, and more particularly described as follows:

COMMENCING at the South Quarter (S 1/4) Corner of said Section 21; thence North 00°17'00" East, along the east line of the Southwest Quarter (SW1/4) of said Section 21, a distance of 617.68 feet; thence North 89°43'00" West, a distance of 50.00 feet; to a point on the westerly right-of-way of Martin Luther King Blvd., said point also being the **POINT OF BEGINNING**;

Thence North 00°17'00" East, a distance of 182.69 feet; to a point of curvature;
Thence northwesterly along a 25.00 foot radius curve concave to the southwest, with a radial bearing of North 89°43'00" West, through a central angle of 90°00'00", an arc distance of 39.27 feet,

Thence North 89°43'00" West, a distance of 10.00 feet; to a point of curvature;
Thence southeasterly along a 25.00 foot radius curve concave to the southwest, with a radial bearing of South 00°17'00" West, through a central angle of 90°00'00", an arc distance of 39.27 feet,

Thence South 00°17'00" West, a distance of 182.65 feet;

Thence South 89°30'47" East, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.05 acres, or 2,077 square feet, more or less.

Prepared by:
Integrity Engineering
2480 E. Tompkins Ave. #232
Las Vegas, NV 89121

DISCLOSURE OF PRINCIPALS

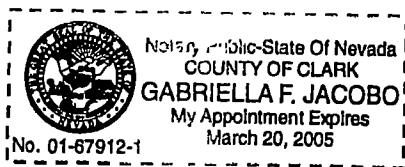
The principals and partners of RLT CORPORATION, and all persons and entities holding more than 1% interest in RLT CORPORATION, or any principal of RLT CORPORATION are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	THOMAS M. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
2.	RHONDA A. BOYLE	1017 Desert Lane, Las Vegas, NV 89106	384-3950
3.	LINDA D. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
4.			
5.			
6.			

Continue list until full and complete disclosure is made.

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

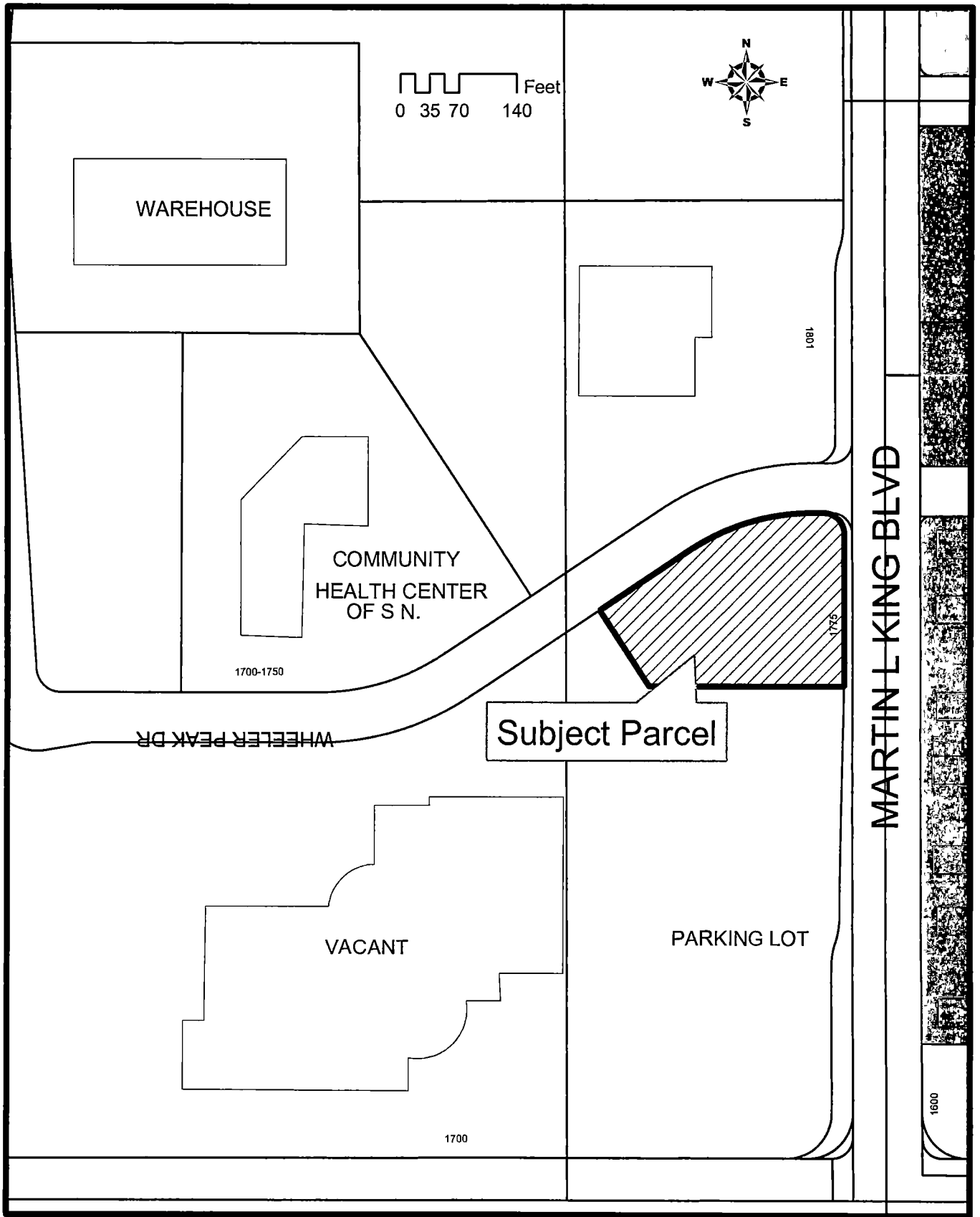
RLT CORPORATION



By Thomas M. Arlt
Title: Owner & President

Subscribed and sworn to before me this
14 day of January 2003

Gabriella F. Jacobo
Notary Public



Site Map

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Discussion and possible action to transfer the Las Vegas Technology Center Common Areas, located at the intersection of Tenaya Way and Prairie Falcon Road, from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, as amended - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Operating Agreement as amended between the City and the LVTCOA requires the City to transfer the Common Areas to the LVTCOA at the end of the term of the operating agreement by way of a Quit Claim Deed.

RECOMMENDATION:

Authorize execution of the Quit Claim Deed transferring the Las Vegas Technology Center Common Areas to the LVTCOA.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Operating Agreement as Amended
3. Quit Claim Deed
4. Disclosure of Principals
5. 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.

SCOTT ADAMS, Director, Office of Business Development, explained the City was the original owner and developer of the Las Vegas Technology Center and during that time, common areas were established. The original Operating Agreement approved in 1995 stated that once the City no longer occupied the Technology Center, the common areas would automatically transfer to a property owner's association. The Operating Agreement contemplated the transfer to take place in March 2005, but as the owner's association was not ready to accept the transfer, the agreement was amended to take place no later than May 1, 2005. This authorizes what the City has already agreed to under the original Operating Agreement; therefore, MR. ADAMS recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 2005

MINUTES - Continued:

(3:13 - 3:15)

1-268

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: APRIL 19, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION TO TRANSFER THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES TO THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION AS REQUIRED BY THE OPERATING AGREEMENT

1. On March 1, 1995, the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) entered into an operating agreement on the Operation and Maintenance of the "Common Areas" at the Las Vegas Technology Center (LVTC). The Agreement has a duration of ten (10) years (until March 1, 2005) or until the City no longer holds any property in the LVTC.
2. On February 2, 2000, the agreement was amended to reduce the size of the West Common Area to 1.523 acres.
3. On November 5, 2003, the agreement amended to allow for the sale or transfer of Common Areas in the event that the Fifth Amended Declaration of Covenants, Conditions and Restrictions (Amended CCRs) was duly approved by the owners and first lien holders of the LVTC and recorded with the Clark County Recorder's Office. Subsequently, the owners and first lien holders of the LVTC did not approve the Amended CCRs.
4. On March 2, 2005, the agreement was amended to extend the time of the agreement 60 days to May 1, 2005.
5. The City has 30 days from the termination date of the agreement in which to transfer the Common Areas.
6. The specified mechanism of transfer is by Quit Claim Deed.

**SECOND AMENDMENT TO THE OPERATING AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION**

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT is made and entered into this 2ND day of March, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION, a Nevada non-profit corporation (the "LVTCOA").

RECITALS

WHEREAS, on March 1, 1995, the City and the LVTCOA entered into an Operating Agreement, attached hereto as Exhibit "A," which provides, among other things, for the maintenance of the common area in the Las Vegas Technology Center; and

WHEREAS, the City and LVTCOA entered into a First Amendment to the Operating Agreement on February 2, 2000, attached hereto as Exhibit "B" (the Operating Agreement and First Amendment shall be referred to as the "OA"); and

WHEREAS, the LVTCOA has requested an extension to the term of the OA to which the City agrees.

NOW, THEREFORE, said parties do hereby agree as follows:

1. Section V, Term, shall be amended by adding the following sentence:

Notwithstanding the provisions of the Agreement, the term of the Agreement is extended to May 1, 2005, pursuant to this Second Amendment.

2. No Other Amendments. Except as expressly set forth in this Second Amendment, all provisions of the OA shall remain in full force and effect.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 2/16/05
Date

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By: 
Steve Swisher, President

Exhibit A

AGREEMENT

This Agreement, made and entered into the 1st day of MARCH, 1995, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (herein the "Association").

W I T N E S S E T H:

WHEREAS, each of the parties hereto is committed to ensure that the development of the Las Vegas Technology Center occurs in an aesthetically pleasing and economically sound manner; and

WHEREAS, the City and the Association have established certain common areas within the Las Vegas Technology Center for the common use, enjoyment and benefit of the Association; and

WHEREAS, the City and the Association agree that the maintenance requirements for the common areas and decorative fence are the responsibility of the Association; and

WHEREAS, the maintenance requirements include a variety of activities to be performed on the common area and decorative fence as more fully set forth below; and

WHEREAS, the City agrees to assist the Association in meeting its maintenance obligation of the common areas and decorative fence by paying for a portion of the utility costs to service the common areas.

NOW, THEREFORE, said parties do hereby agree as follows:

I. MAINTENANCE OF THE COMMON AREAS

For the duration of this Agreement, and in consideration for the City paying a portion of the utility costs, the Association agrees to provide as a minimum the maintenance services provided in Exhibit "A" for those areas designated as the "Entry Feature" and the "Open Space" (herein the "Common Areas") and the decorative fence on Exhibit "B", both of which are attached hereto and incorporated herein as a part of this Agreement. Changes to the level of maintenance services in Exhibit "A" may be made provided such changes are made in writing and have the approval of the City Manager for the City. The Association may assign its maintenance obligation under this Agreement and the decorative fence to any contractor approved by the City (which approval shall not be unreasonably withheld); provided, however, such assignment shall not relieve or release the Association from responsibility for maintenance.

II. APPORTIONMENT OF UTILITY COSTS

The parties hereto agree that for the duration of this Agreement the utility costs shall be apportioned between the parties in accordance with Exhibit "C" attached hereto and

incorporated herein as a part of this Agreement. As used herein, "utility costs" refers to the charge or fee imposed by the utility company to provide water, electric or sewer services to the Common Areas of the Las Vegas Technology Center.

III. INSURANCE

The Association agrees to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. Prior to the commencement of this Agreement, the Association shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein from an insurance company acceptable to the City. The Association will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance.

The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under such insurance. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspensions, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

In the event the Association fails to comply with the insurance requirements contained herein, the City shall have the right, in addition to the remedies otherwise available, to procure or reinstate such insurance coverage. In either case, the City shall be entitled, upon 30 days written notice, to collect the cost thereof from the Association.

IV. TRANSFER OF COMMON AREAS

Within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except 1) those of record as of the date of this Agreement, and 2) any that are acceptable to the Association at the time of such conveyance.

V. TERM

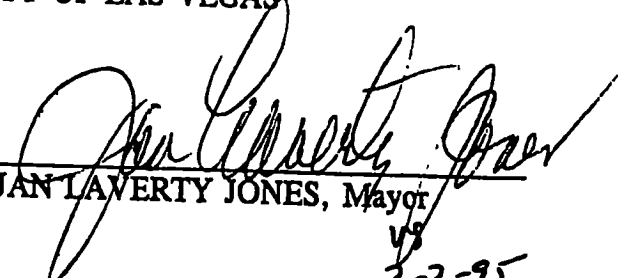
This Agreement shall remain in force and effect for a period of (i) ten (10) years from the date first set forth above, or (ii) the City disposes of all of its ownership interest in the

Las Vegas Technology Center, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

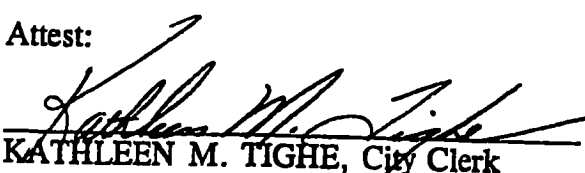
CITY OF LAS VEGAS

By


JAN LAVERTY JONES, Mayor

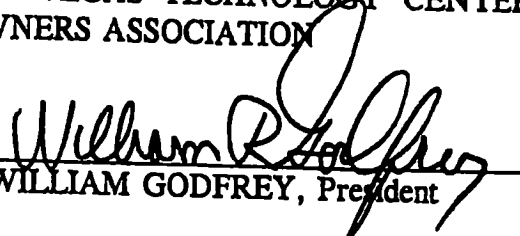
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Attest:

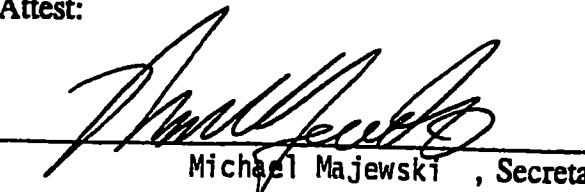

KATHLEEN M. TIGHE, City Clerk

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By


WILLIAM GODFREY, President

Attest:


Michael Majewski, Secretary

**MAINTENANCE SERVICE AGREEMENT
FOR THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES
AND ENTRY FEATURES, PHASES II & III**

CLEANING/POLICING GROUNDS

1) Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. for the areas included in this maintenance service agreement. Each area shall be cleaned on a daily basis, unless otherwise indicated.

2) Contractor shall be responsible for notifying the Owners Association of graffiti problems in the contract areas. Upon notification, the Owners Association shall handle the problem for removal of graffiti.

3) Additional cleaning requirements are addressed throughout this maintenance service agreement.

a) **Parking Lots/Sidewalks:** Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. from this area on a weekly basis. Parking lots/sidewalks shall be power machined or hand-blown clean of all debris on a weekly basis, or as often as required to appear clean under any circumstance.

b) **Jogging Track:** Jogging track surface shall be hand-blown clean of all debris on a weekly basis, and shall be washed at least once (1) per quarter, or as often as required to appear clean under any circumstance. During the washing operation the Contractor shall inspect the track surface, and notify the Owners Association of any defects or problems which may be occurring.

c) **Canopies/Benches/Picnic Areas:** Picnic canopy areas including tables, benches, receptacles and pads, shall be cleaned on a weekly basis. Maintenance includes but is not limited to washing tables, benches, receptacles, concrete pads and removal of trash debris. Tables, benches and receptacles shall be cleaned with a soft bristle brush using mild-soap and water. After cleaning thoroughly with soap and water apply a liquid bleach for sanitizing.

d) **Signage:** Contractor shall inspect the sign periodically, and notify the Owners Association of any malfunctioning problems or visible sign damage which may be occurring.

e) **Restroom/Amphitheater:** Restroom facility shall be cleaned of trash, litter, and debris three (3) times per week. Concrete floors, walls, and fixtures shall be washed on a weekly basis, or as often as required to appear clean under

any circumstance. After cleaning thoroughly apply a liquid bleach for sanitizing. Contractor shall replenish restroom supplies and material as required. Contractor shall be reimbursed for the restroom supplies at the invoice price plus 25%. Contractor shall notify the Owners Association when any plumbing leaks or other problems occur which require specialized maintenance. Once notification is received indicating a problem, the Owners Association will see that the problem is corrected.

Amphitheater shall be hand-blown clean of trash, litter and debris on a weekly basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance.

f) **Fitness Area:** Fitness equipment and surface shall be hand-blown clean of all debris on a daily basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance. Contractor shall inspect the fitness equipment for loose nuts and bolts, missing parts, and in general any problems that may cause potential hazard to users. Contractor shall notify the Owners Association of potential hazards or problems relating to the equipment, so these concerns can be corrected. During the washing operation the Contractor shall inspect the protective surface, and notify the Owners Association of any defects or problems which may be occurring.

MATERIALS

1) All material used under this maintenance service agreement shall be the same or of equal quality as the initial installation, or subject to the approval of the Owners Association.

REIMBURSEMENT

1) In order for the Contractor to receive any and all reimbursements for additional material and labor used in this maintenance service agreement, prior written authorization from the Owners Association shall be received. If prior written authorization is not received, the Contractor shall not be entitled to receive any compensation for material and labor used, except under emergency conditions.

WATERING

1) All trees, lawns, shrubs and ground covers shall receive water through the irrigation system.

2) Irrigation system shall be checked for performance and effective coverage on a weekly basis. All damage to sprinkler heads and lines discovered by the Contractor shall be reported to the Owners Association. Contractor shall be responsible to maintain the system at 100% working order, and to program the controllers for seasonal changes.

- 3) Contractor shall furnish emergency twenty-four (24) hour service when necessary to repair damaged or malfunctioning irrigation system that is causing flooding.
- 4) Damage to the irrigation system caused by the Contractor's activities, or incurred by mowing practices shall be repaired by the Contractor at his expense.
- 5) Damage to the irrigation system due to vandalism, theft, acts of God, or tenant misuse shall be repaired by the Contractor and paid for by the Owners Association. Contractor shall be reimbursed for material used in making repair at the invoice price plus 25%.
- 6) In the event of an extended breakdown of the irrigation system, the Contractor shall operate the system manually at no charge to the Owner Association in order to maintain plant life until the system is returned to operation. Contractor shall be responsible for the health and condition of all plant material affected by the water system shut-down.
- 7) Trim lawn around sprinkler heads as required to maintain efficiency, and adjust sprinkler heads as necessary to maintain proper coverage of landscaped areas with minimum overspray. Overspray onto parking lots, automobiles, or roadways are unacceptable. Overspray onto walkways shall be minimized, and at no time shall the operation of the irrigation system be allowed to create a safety hazard or nuisance.

LAWN MAINTENANCE

- 1) Prior to mowing, lawn areas shall be cleaned and free of all debris, paper, stones, bottles, and miscellaneous litter.
- 2) Mowing of lawn areas shall be conducted in a neat orderly manner, using appropriate equipment which is clean, sharp and well-maintained. All grass clippings are to be picked up and removed from site unless the Contractor is equipped with mulching-mowers.
- 3) All lawn areas shall be mowed at least 4 times a month during the growing season and at lesser intervals during the winter months, but shall appear neat and trim under any circumstance.
- 4) Mow lawn areas when they reach 3" high May through September, 2-1/2" high April and October, and 2" high January through March, and November through December. Raise or reduce mowing heights gradually (1/2" per week).
- 5) All lawn areas shall be dethatched and aerated a minimum of two (2) times per year, in the spring and late summer.
- 6) Edging shall be accomplished when lawns are cut by using a standard power edger. Power edger shall be clean, sharp and well-maintained. Lawns shall be edged

along curbs, jogging tracks, sidewalks, driveways, and parking lots. All grass clippings and debris shall be picked up and removed from site.

7) Trimming shall be accomplished when lawns are cut. Trimming may be accomplished with a power monofilament type trimming machine, or by hand. All grass clippings and debris shall be picked up and removed from site.

8) In order to maintain a healthy green lawn, the Contractor shall apply an approved fertilizer to lawn areas four (4) times a year at no cost to the Owners Association. Additional applications by the Contractor shall be reimbursed for material at the invoice price plus 25%. Prior written authorization for additional applications are required by the Contractor to receive reimbursement.

9) All lawn areas shall be kept weed free. Method of controlling weeds (by hand or chemical) is at Contractor's option.

10) Contractor shall not be responsible for turf loss due to Owners operation of activities, vandalism, disease, or acts of God. Contractor shall be liable for replacement of turf loss through negligence or improper use of fertilizer, careless use of weed controls, lack of water, and damage from equipment operated by his employees.

TREE AND SHRUB MAINTENANCE

1) Trees and shrubs shall be pruned at least twice yearly, (Spring and early Fall) and as required during the year for minor shaping. Major tree pruning (over 12 feet) by the Contractor requires prior approval as to the removal work.

2) Deep root fertilization shall be applied to all trees and shrubs once a year at no cost to the Owners Association. An approved fertilizer shall be used for this application.

3) Contractor shall not be responsible for tree and shrub loss due to the Owners operation of activities, vandalism, frost, storm damage and disease. Contractor shall be liable for the replacement of tree and shrub loss through negligence, improper planting, improper culture, over fertilization, careless use of chemicals, weed controls, or damage from equipment operated by his employees.

4) Replacement of plant material shall be of same species, quality, quantity, and size as initial installation. Contractor shall follow and conform to original planting techniques and methods for plant replacement.

5) Inspect tree stakes at least every three (3) months and after high winds to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Restake and tighten tree stakes as necessary at no cost to the Owners Association. Follow and conform to original staking techniques and methods for restaking. Do not

remove tree stakes without prior approval of the Owners Association.

6) Contractor shall take normal precautions and institute proper procedures for the control of weeds, insects, pests or disease and shall be responsible for all plant loss and damage resulting from improper procedure or the failure to take normal precautions to control weeds, insects, pests or diseases.

7) Native areas shall be kept free of all weeds and grasses. Method of controlling weeds (by hand or chemical) is at Contractor's option. Grass in tree wells shall be properly trimmed back, unless otherwise agreed upon.

8) Decomposed granite in native areas shall be periodically raked and scarified at time of weeding. If granite mulch becomes thin or shallow in areas, the Contractor shall be responsible to replace the granite to recommended depth. Contractor shall receive prior approval as to the work areas needing additional mulch. Contractor shall be reimbursed for material used in making the replacement at the invoice price plus 25%.

9) If chemicals are used for weed control, the Contractor shall be responsible for any and all adverse affects or death of plant material, including soil sterilization, runoff and drift onto adjacent properties. Contractor shall make all repairs or plant replacements due to chemical application at no cost to the Owners Association.

10) Contractor shall control gophers and other pests which burrow, crawl, fly, nest or otherwise reside in the contract areas. It shall be the Contractors responsibility to determine the method of control and to execute action as determined. Pesticides used in the method of control, shall be used in strict conformance with the manufacturer's instructions as they appear on the product label.

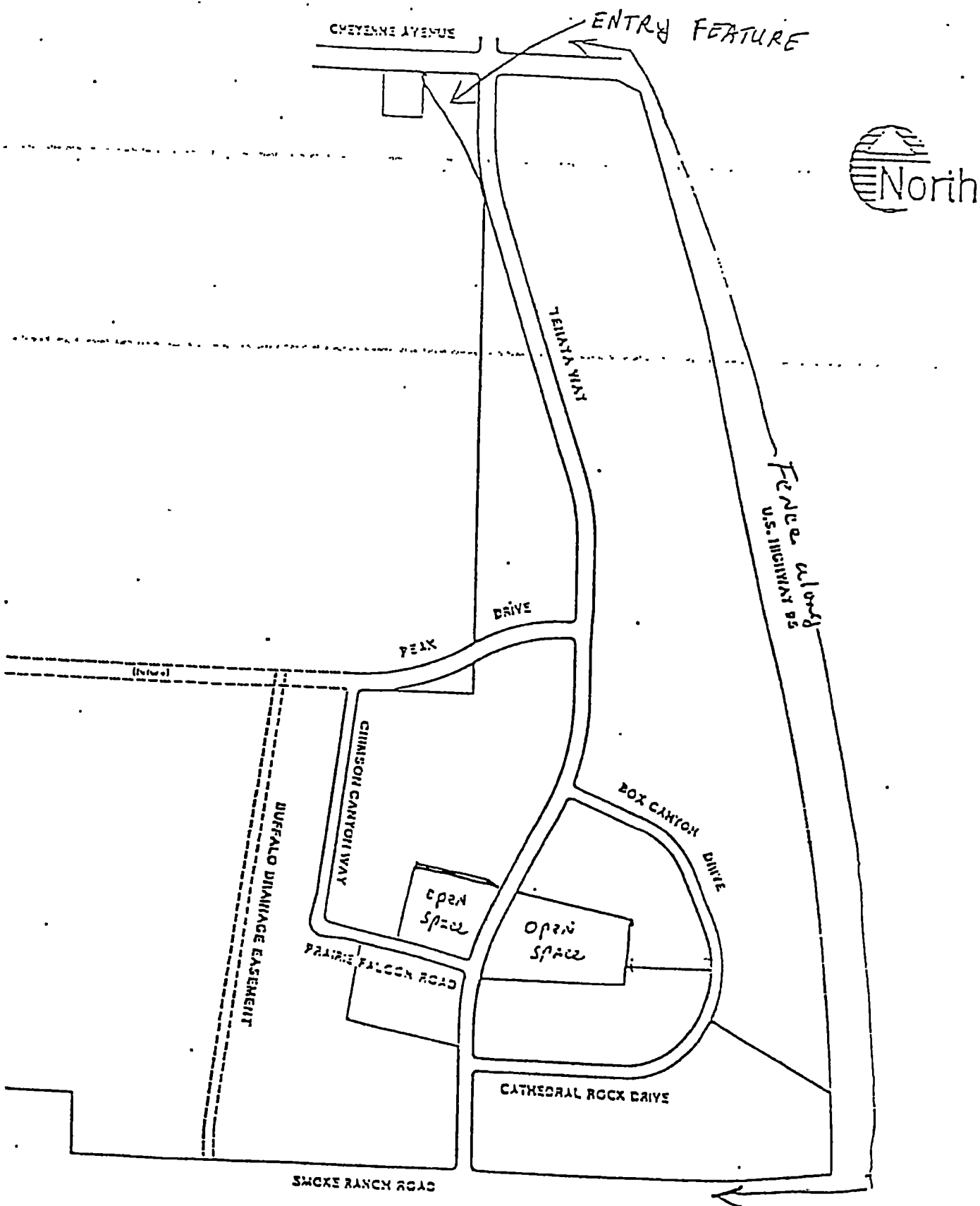
11) All chemicals, herbicides, pesticides, insecticides, and fertilizers to be used shall be registered for use in Nevada and have an Environmental Protection Agency Registration Number.

INSURANCE

1) Contractor shall be required to provide proof of liability insurance for the amount of \$1,000,000.00.

2) Contractor shall be required to provide proof that he is registered with the State of Nevada Industrial Insurance Carrier, along with providing information as to State Contractor's License Number, Federal Tax I.D. Number, Federal Un-employment Number, State Un-employment Number, and City/County Business License Numbers.

LAS VEGAS TECHNOLOGY CENTER



APPORTIONMENT OF UTILITY COSTS
BETWEEN THE CITY OF LAS VEGAS AND THE
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

<u>Year</u>	<u>City</u>	<u>Association</u>
I	100%	0%
II	90%	10%
III	80%	20%
IV	70%	30%
V	60%	40%
VI	50%	50%
VII	40%	60%
VIII	30%	70%
IX	20%	80%
X	10%	90%
XI	0%	100%

Exhibit B
FIRST AMENDMENT TO AGREEMENT
CITY OF LAS VEGAS
&
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

This First Amendment, made and entered into the 2nd day of February, 2000, by the City of Las Vegas, a Municipal Corporation of the State of Nevada (here in the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

Witnesseth:

WHEREAS, the City and the Association made and entered into the Agreement (Exhibit A) the first day of March, 1995; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) to reflect a change in the common area and decorative fence to be maintained by the Association and assisted by the City in its maintenance obligation of the common areas and decorative fence; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) by illustration of the change in the common areas and decorative fence within Exhibit B of the Agreement.

NOW, THEREFORE, said parties do hereby agree as follows:

- I. Exhibit B of the Agreement is hereby replaced with Exhibit B attached to this Amendment, which reflects the reduction of the common area in the Las Vegas Technology Center.
- II. All other terms previously agreed between the City and the Association shall remain in force for the duration of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

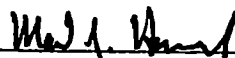
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1-20-00

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

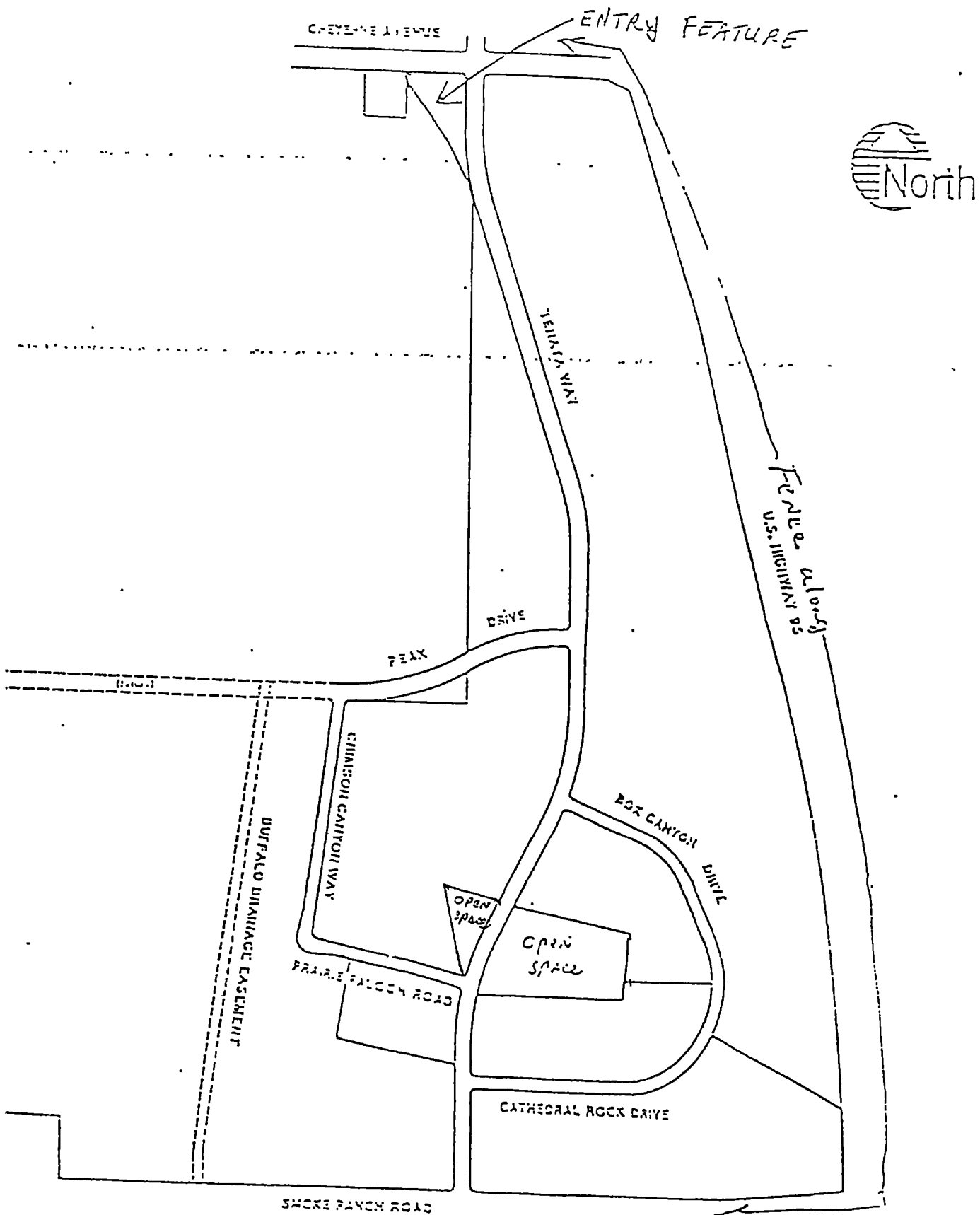
By: 
MARK HOWARD, President

ATTEST:


MICHAEL MAHEWSKI, Secretary

lvteo2

LAS VEGAS TECHNOLOGY CENTER



APN: 138-15-710-028

APN: 138-15-810-019

Recorded at the Request of:

Las Vegas Technology Center Owners Association
c/o Schreck Brignone
300 S. Fourth Street, Suite 1200
Las Vegas, Nevada 89101
Attn: Leslie Terry Jones, Esq.

Send Tax Statements and Recorded Document to:

Las Vegas Technology Center Owners Association
c/o Schreck Brignone
300 S. Fourth Street, Suite 1200
Las Vegas, Nevada 89101
Attn: Leslie Terry Jones, Esq.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, The City of Las Vegas, a municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the Las Vegas Technology Owners Association, a Nevada nonprofit corporation, with an address of c/o Schreck Brignone, 300 S. Fourth Street, Suite 1200, Las Vegas, Nevada 89101, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenement, hereditament, appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2005

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

J. Pennington
3/29/05 Date

ACKNOWLEDGEMENT

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, and he acknowledged to me that he executed the same for and on behalf of the City of Las Vegas, 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

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-710-028, -810-019
Reference: Book 38 of Plats, Page 91 (1988),
Book 47 of Plats, Page 35 (1990),
Record of Survey in File 107, Page 91 (2003)

Vesting: CITY OF LAS VEGAS

Section: SE 1/4, SEC 15, T20S, R60E, MDM

Street/Subdivision: PORTIONS OF LAS VEGAS TECHNOLOGY CENTER /
TENAYA WAY AND FALCON PRAIRIE DRIVE

W.A. No. P21100

Cogo:-

Set:-

Requested	eb	Written	byu	Checked	nw	Proofread	nw/byu
			09-09-04		09-09-04		09-09-04

Those portions of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of LAS VEGAS TECHNOLOGY CENTER (a commercial subdivision) as shown on Book 38 of Plats, Page 91, recorded February 16, 1988, and on Book 45 of Plats, Page 35, recorded September 4, 1990 all of Clark County, Nevada Records, described as follows:

PARCEL I

LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT B, as shown on Book 38 of Plats, Page 91 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 257,155 square feet or 5.904 acres, more or less.

PARCEL II

That portion of LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT C as shown on Book 38 of Plats, Page 91, said portion being PARCEL 2 as shown on Record of Survey in File 107, Page 91, recorded March 2, 2000 all of Clark County, Nevada Records.

The above-described parcel of land contains an area of 66,343 square feet or 1.523 acres, more or less.

The above-described PARCEL I and PARCEL II contain a total area of 323,498 square feet or 7.426 acres, more or less.

PARCEL II

PT 138
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-710
-028

310-017

PARCEL I

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RESUB THE LAS VEGAS

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LAS VEGAS TECHNOLOGY CENTER

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PT 38-91

TENAYA WAY

CATHEDRAL ROCK DR

LAS VEGAS TECHNOLOGY CENTER

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**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u> Las Vegas Technology Center Owners Assn
Name	C/O Schreck Brignone Attn Leslie Terry Jones
Address	300 S Fourth Street Suite 1200 Las Vegas, Nevada 89101
Telephone	(702) 382-2101
EIN or DUNS	

Block 2	Description Subject Matter of Contract/Agreement: Las Vegas Techonology Center Common Area Transfer RFP #:
----------------	---

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
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	Stepohen L. Swisher – President	300 S. Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
2.	Douglas Crook – Secretary/Treasurer	300 S Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
3			
4			
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6.			
7			
8.			
9.			
10.			

9.			
10.			

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

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.

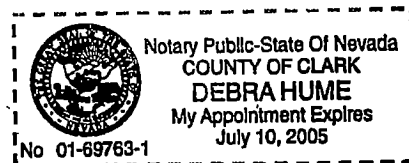
Date of Attached Document

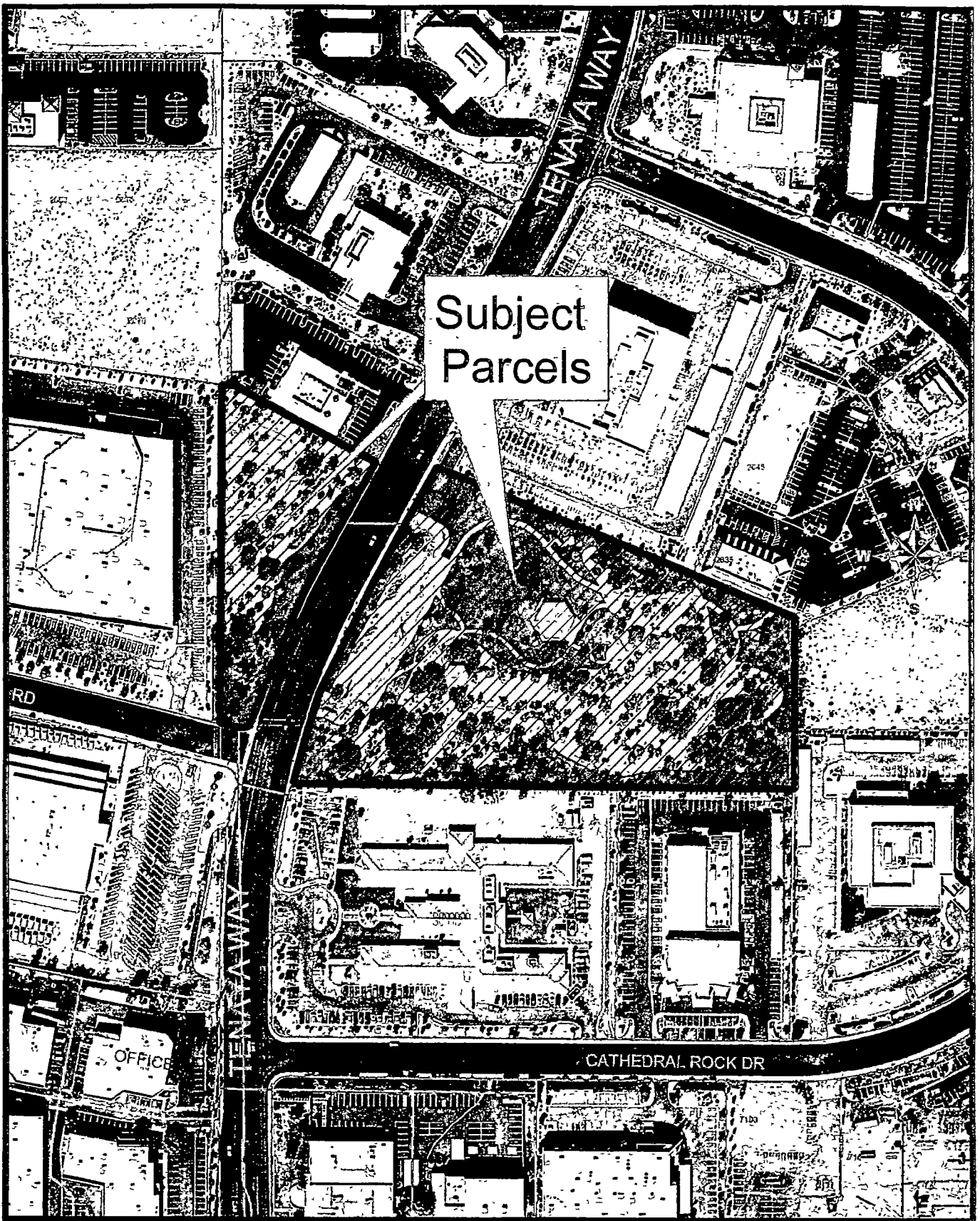
Number of Pages


 Name
 2/17/2005
 Date

February, 2005.

Debra Hume
Notary Public





Site Map

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: APRIL 19, 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:

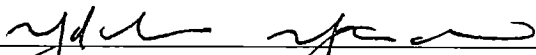
There was no discussion.

(3:16)

1-348

THE MEETING ADJOURNED AT 3:16 P.M.

Respectfully submitted:



YDOLFENA YTURRALDE, DEPUTY CITY CLERK
April 19, 2005