

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, MAY 17, 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 an extension to the term of the Exclusive Negotiating Agreement between the City of Las Vegas, the Las Vegas Redevelopment Agency, and Alpha Omega Strategies, Inc , for certain properties located at and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000, and 138-25-516-000 - Ward 1 (Tarkanian)
2. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, doing business as Verizon Wireless, by Southwestco Wireless, Inc , for a wireless communications system located on approximately 630 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
3. Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 0.86 acres located at the southeast corner of Lone Mountain Road and Balsam Street known as APN 138-03-510-003 to RS Consulting (RS) (\$260,000 revenue plus closing costs - General Fund) - Ward 6 (Mack)
4. Approval of an Amendment to the Municipal Court Traffic School Lease Agreement located at 2917 West Washington Avenue renewing the Lease until December 30, 2005, with a six-month renewal option (\$11,509 a month - six month term \$69,054 - Municipal Court Rental of Land) - Ward 5 (Weekly)
5. Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-foot public drainage Easement and Rights-of-Way to LVVWD to service a portion of APN 138-08-801-007 located off the northwest corner of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
6. Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and Nevada Power Company (NPC) for an approximate 7,931 square foot Easement and Rights-of-Way to NPC to service a portion of APN 139-30-101-004 located in the vicinity of Vegas Drive and Decatur Boulevard commonly known as Ed Fountain Park - Ward 5 (Weekly)

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

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continued

REAL ESTATE COMMITTEE MEETING
TUESDAY, MAY 17, 2005
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Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

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

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

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **May, 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 **17th** day of **May, 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

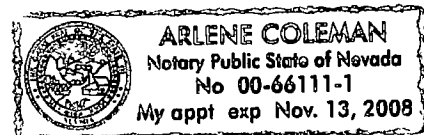
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11TH day of May, 2005

Arlene Coleman
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

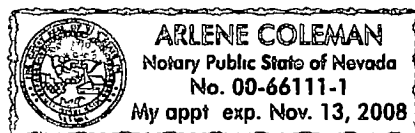
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of May, 2005

Arlene Coleman
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 **10th** day of **May, 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 **17th** day of **May, 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

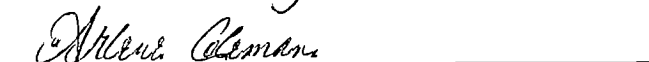


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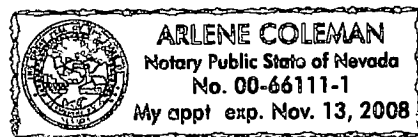
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of May, 2005



NOTARY PUBLIC in and for said County and State



REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILMAN WOLFSON and COUNCIL WOMAN TARKANIAN

Also Present: DEPUTY CITY ATTORNEY TERESITA PONTICELLO, DEPUTY CITY ATTORNEY STEVE HOUCHENS, 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

(3:00)

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AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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 an extension to the term of the Exclusive Negotiating Agreement between the City of Las Vegas, the Las Vegas Redevelopment Agency, and Alpha Omega Strategies, Inc., for certain properties located at and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000, and 138-25-516-000 - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Redevelopment Agency staff is in an Exclusive Negotiating Agreement (ENA) with Alpha Omega Strategies, Inc. that outlines the duties and responsibilities of all parties during the negotiation leading to a Purchase and Sales Agreement. The original ENA allowed 90 days to bring a Purchase and Sales Agreement for City Council and Redevelopment Agency Board approval. Due to difficulty obtaining the appraisal, staff requests an additional 90 days.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. First Amendment to the Exclusive Negotiating Agreement
3. Exclusive Negotiating Agreement (ENA), including Disclosure of Principals
4. Location Map

MOTION:

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

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

SCOTT ADAMS, Director of Business Development, stated the item addresses the former Wonderworld property at 1501 Decatur. In February, the Council and the Redevelopment Agency entered into a third party agreement with Alpha Omega Strategies Inc. based on an offer for redevelopment of the site. Because the site has just received an appraisal, MR. ADAMS is requesting an extension of time to negotiate the terms of the agreement. All parties are in agreement and he recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:00 - 3:01)

AGENDA MEMO

REAL ESTATE COMMITTEE MEETING DATE: MAY 17, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN EXTENSION OF TIME OF THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE LAS VEGAS REDEVELOPMENT AGENCY, AND ALPHA OMEGA STRATEGIES, INC. FOR CERTAIN PROPERTIES LOCATED AT AND AROUND 1501 NORTH DECATUR, APNS 138-25-503-006, 138-25-515-000, AND 138-25-516-000

1. Alpha Omega Strategies, Inc. has tendered an offer to purchase the RDA owned parcel at 1501 Decatur and the related City owned parcels along Laurelhurst Drive and Westmoreland Drive.
2. The composite acreage is approximately 13.34 acres.
3. Alpha Omega Inc. is aware that a cross parking agreement is in place on the 1501 parcel.
4. Alpha Omega Inc. is aware that the City currently does not control all of the properties along Laurelhurst Drive and Westmoreland Drive.
5. An Exclusive Negotiating Agreement for 90 days was approved on February 16, 2005.
6. Difficulty in obtaining the appraisal requires additional time.
7. A 90 day extension to the term of the agreement is requested.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the 16th day of February, 2005 by and between the City of Las Vegas ("City"), the City of Las Vegas Redevelopment Agency ("RDA") and Alpha Omega Strategies, Inc., a Nevada Corporation ("Buyer"), on the terms and provisions set forth below.

WHEREAS:

A. The RDA is the owner of a parcel site comprising approximately 9.95 acres located at 1501 North Decatur Ave. in the City of Las Vegas, Clark County, Nevada as described on Exhibit "A" and depicted on Exhibit "A-1". The City is owner of a multi-parcel site comprising approximately 3.39 acres as depicted and described on Exhibits "B-1" and "B-2" attached hereto (The properties described and depicted on Exhibits "A", "A-1", "B-1" and "B-2" shall collectively be referred to as the "Site".); and

B. The RDA and the City desire that a facility containing multiple uses including but not limited to senior housing, medical and retail operations be developed on the Site; and

C. The Buyer desires to proceed with the City and the RDA in investigating and determining the suitability of the Site for the facility indicated above; and

D. The City, the RDA and the Buyer mutually desire to enter

into this Agreement to set forth the terms and conditions by which they shall mutually proceed to determine that the Buyer desires to purchase the Site.

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

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

“Buyer” shall have the meaning set forth in the first paragraph of this Agreement.

“City” means the City of Las Vegas, Nevada.

“RDA Board” means the City of Las Vegas Redevelopment Agency Board of Directors.

“RDA” shall have the meaning set forth in the first paragraph of this Agreement.

“Key Persons” means (i) for Buyer the following individuals: Michael J. McDonald, President, Alpha Omega Strategies, Inc. or his designee and (ii) for the City the following individuals: Douglas A. Selby, City Manager or Scott D. Adams, Director, Office of Business Development, and (iii) for the RDA the following individuals: Douglas A. Selby, Executive Director or Scott D. Adams, Operations Officer.

“Party(ies)” means Buyer, the City and the RDA individually and

Buyer, the City and the RDA collectively.

"Purchase and Sales Agreement ("PSA")" means an agreement between the City, the RDA and the Buyer stating the condition under which the Site will be sold to the Buyer

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

"Site" shall mean the real property documented on Exhibit "A" and Exhibit "B-2" and depicted on Exhibits "A-1" and "B-1" of this Agreement. The parties acknowledge that the City does not own all the properties depicted on Exhibit "B-1".

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

3. Purpose. The City, the RDA and the Buyer agree that their mutual goal under this Agreement is to determine the feasibility of the Buyer acting as the owner and developer of the Site.

(a) Purchase and Sales Agreement ("PSA"). The City, the RDA and the Buyer (with each Party bearing their respective costs and expenses including attorney's fees) will attempt to draft a mutually acceptable agreement setting forth their respective rights and obligations in respect to the purchase and sales of the Site. The PSA shall also determine the purchase and sale of the properties not owned by the City as depicted on Exhibit "B-1"

(b) Other. Such other matters as the City, the RDA or the Buyer may reasonably determine necessary to complete the feasibility determination.

4. Exclusivity

(a) Exclusivity. The City and the RDA agree that during the Term that (i) they shall deal exclusively with Buyer in connection with the purchase and sale of the Site to the Buyer and (ii) they shall not actively negotiate with any other person or entity regarding sale of the Site or any portion thereof.

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

6. Physical Review.

(a) Physical Review. The Buyer at its sole cost and expense will have the Term of this agreement to conduct a physical inspection of the Site. During this Term, the Buyer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct

such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Buyer may reasonably require, provided that such inspections and tests will not materially damage the Site in any respect. The City and the RDA will make available for the Buyer's review all material in the City's or the RDA's possession related to the physical condition of Site, including, without limitation, all reports and documents related to the environmental condition of the Site

(b) Plan. The Buyer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the ground surface of the Site, the Buyer will provide the City and RDA with a written plan for such activities which will set forth the intended actions and the steps to be taken to comply with the provisions of this paragraph (b). Such plan will set forth precautions to be taken to insure that the Site will not be negatively impacted. The Buyer agrees that such plan will be subject to the approval of the City and the RDA, which approval shall not be unreasonably withheld, and that the City and the RDA shall have the right to have its representatives present during such activities

(c) Restoration. All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. The Buyer will promptly restore the Site to its original condition as existed prior to

any such inspections and/or tests. If the Buyer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompactd to the original condition of the Site and the Buyer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompactd to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Buyer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the City and the RDA) the City, the RDA, and their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Buyer, its officers, agents or employees and occurs from any such cause. If the Buyer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials

subject to legal requirements or corrective action, the Buyer will immediately notify the City and the RDA of the same. The indemnity obligations of the Buyer under this Section will survive any termination of this Agreement. The Buyer covenants and agrees upon request of the City or the RDA to promptly deliver to the City or the RDA without charge therefore, the results and copies of any and all environmental reports and related correspondence.

7. Effect of Agreement.

(a) The City and the RDA. The Buyer agrees that this Agreement does not (i) constitute any disposition of any interest or control whatsoever in the Site and (ii) does not create or grant to the benefit of the Buyer any right or interest whatsoever in the Site. The Buyer further agrees that (i) the execution of this Agreement by the City and the RDA is merely an agreement by the City and the RDA to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) neither the City or the RDA is under any obligation to enter into a PSA or any other agreement whatsoever with the Buyer in connection with the Site or otherwise and (iii) the decision to enter into a purchase and sales agreement or any other agreement with the Buyer is at the sole and unfettered discretion of the City and the RDA and final approval by the Las Vegas City Council and the RDA Board as to any and all proceedings and decisions in connection with a PSA.

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

8. Non-Performance; Good Faith Deposit.

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

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

- (i) Terminate this Agreement; and
 - (ii) Retain the Good Faith Deposit as the City's and/or the RDA's liquidated damages or the breach of this Agreement by the Buyer.
- It is expressly understood and agreed between the City, the RDA and the Buyer that the City's and/or the RDA's actual damages for any such breach by the Buyer would be substantial but extremely difficult to

ascertain and that the Deposit is a good faith and fair estimate of such damages.

Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(b) Buyer Rights. In the event the City and/or the RDA is in default of this Agreement, then the Buyer shall have the as its sole and exclusive right the right to terminate this Agreement upon written notice to the City and/or the RDA and receive a refund of the Deposit in full. Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(c) Good Faith Deposit ("GFD") Concurrently with its execution of this Agreement, the Buyer has delivered to the City and/or the RDA a GFD to secure the good faith performance of its obligations under this Agreement in the amount of Fifty Thousand Dollars (\$50,000.00).

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

shareholders, partners, directors or employees of the Buyer shall be personally liable to the City or the RDA for any default or breach by the Buyer, for any amount which may become due to the City or the RDA for any obligation of the Buyer under the terms of this Agreement.

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

9. Buyer

(a) Organization. Buyer is a corporation duly authorized to conduct business in the State of Nevada. The principal office of Buyer is:

Alpha Omega Strategies, Inc.
4908 Carmen Blvd.
Las Vegas, NV 89108
Phone: 702-646-2716
FAX: 702-869-5145

(b) Buyer Ownership. The Buyer is required to make full disclosure to the City and the RDA of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees

and other associates, and all other material information concerning the Buyer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of the Buyer during the time this agreement is in effect is subject to the approval of the City and the RDA.

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

10. Conflict of Interest.

(a) City Officials and RDA Officials. An official of the City or the RDA, who is authorized in such capacity and on behalf of the City or the RDA to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City or the RDA, who is authorized in such capacity and on behalf of the City or the RDA to exercise

any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

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

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

11. Commissions. Neither the City nor the RDA shall be liable for any real estate commission or brokerage fees relating to this Agreement or the transactions contemplated hereunder. The Buyer represents and warrants that it has engaged no broker, agent or finder in connection with this transaction, and the Buyer agrees to hold the City and the RDA harmless from any claim by any broker or finder retained by the Buyer.

12. Buyer's Financial Capability. Within thirty (30) days of the effective date of this Agreement, the Buyer shall submit to the City and the RDA satisfactory evidence of its, its partners and/or Designees ability to act as the Buyer of the Site, including, without limitation, financial statements for the last three (3) years including income statements and balance sheets and tax returns. All such documents provided to the City and the RDA shall be stamped "Proprietary Information and Confidential" and the City and the RDA shall return all such information after completion of its analysis.

13. Buyer's Indemnity. The Buyer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the City and the RDA) the City and the RDA, their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature relating to or otherwise resulting from or in connection with the Buyer's activities under this Agreement. The indemnity obligations of the Buyer under this Section 13 will survive any termination of this Agreement.

14. Miscellaneous.

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

(b) Notices. Formal notices, demands and communications between the City, the RDA and the Buyer shall be sufficiently given if made in

writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City, the RDA and the Buyer as set forth in this Section 14. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the RDA: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Officer

If to the City: City of Las Vegas
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attention: City Manager

With a copy to: City Attorney's Office
City of Las Vegas, 9th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

If to Buyer: Alpha Omega Strategies, LLC
4908 Carmen Blvd.
Las Vegas, NV 89108

(c) Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(d) Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of

the City, the RDA and the Buyer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the City, the RDA and the Buyer.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

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

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

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

(i) Subsequent City and RDA Approvals. Any approvals or waivers required of the City or the RDA under this Agreement may be given by the City Manager for the City or the Executive Director of the RDA for the RDA, or such other person as the City or the RDA designate in writing, unless the

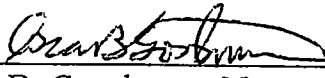
City Manager or Executive Director determines in his/her sole discretion that the approval of the City Council or the RDA Board is required.

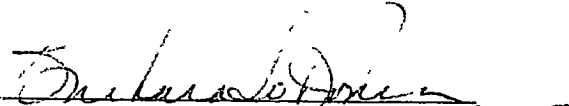
(j) Attorneys' Fees. If either Party shall breach its representations or shall fail to fulfill or perform any of its covenants or obligations in this Agreement, that party shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce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

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

City of Las Vegas
A Nevada municipal corporation

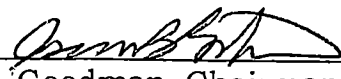
ATTEST:

By 
Oscar B. Goodman, Mayor


Barbara Jo Ronemus, City Clerk

Las Vegas Redevelopment Agency
A Nevada municipal corporation

ATTEST:

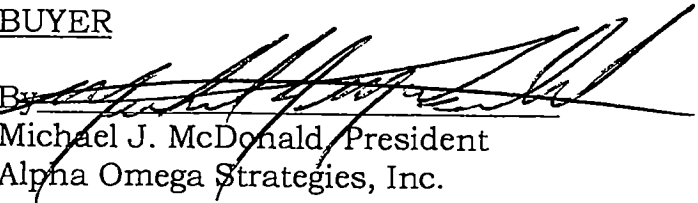
By 
Oscar B. Goodman, Chairman


Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM:

 2/2/05
Date

BUYER

By 
Michael J. McDonald, President
Alpha Omega Strategies, Inc.

LIST OF EXHIBITS

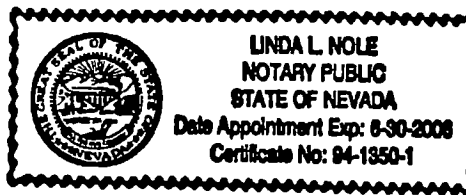
Exhibit "A"	1501 North Decatur Legal Description
Exhibit "A-1"	Site Map 1501 N Decatur (Site A)"
Exhibit "B-1"	Site Map of related City of Las Vegas Parcels (Site B)
Exhibit "B-2"	List of City acquired related properties
Exhibit "C"	Checklist of Due Diligence Materials
Exhibit "D"	Buyer Disclosure of Ownership and Principals Form

SIGNATURE ACKNOWLEDGEMENT

STATE OF NEVADA }

County of Clark }

} SS
}



On this 1 day of Feb, 2005, before me, a Notary Public in and for said state, personally appeared Michael J. McDonald, personally known to me (or proved to me) to be the person who executed the above instrument, and acknowledged to me that (they/he/she) executed the same for purposes stated therein.

Linda L. Nole
Notary Public

200009 25
01388

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 00|42'34" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) THEREOF, A DISTANCE OF 190.00 FEET; THENCE NORTH 89|57'34" WEST A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89|57'34" WEST A DISTANCE OF 735.96 FEET; THENCE SOUTH 00|42'34" EAST (00|41'40" M) A DISTANCE OF 591.00 FEET; THENCE SOUTH 89|57'34" EAST A DISTANCE OF 735.96 FEET; THENCE NORTH 00|42'34" WEST (00|41'40" M) A DISTANCE OF 591.00 FEET TO THE POINT OF BEGINNING.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA TITLE COMPANY

09-25-2000 15:01 ARD 3

OFFICIAL RECORDS
BOOK: 20000925 INST. 01388

FEE: .00 RPTT. EX#002

EXHIBIT "A-1"

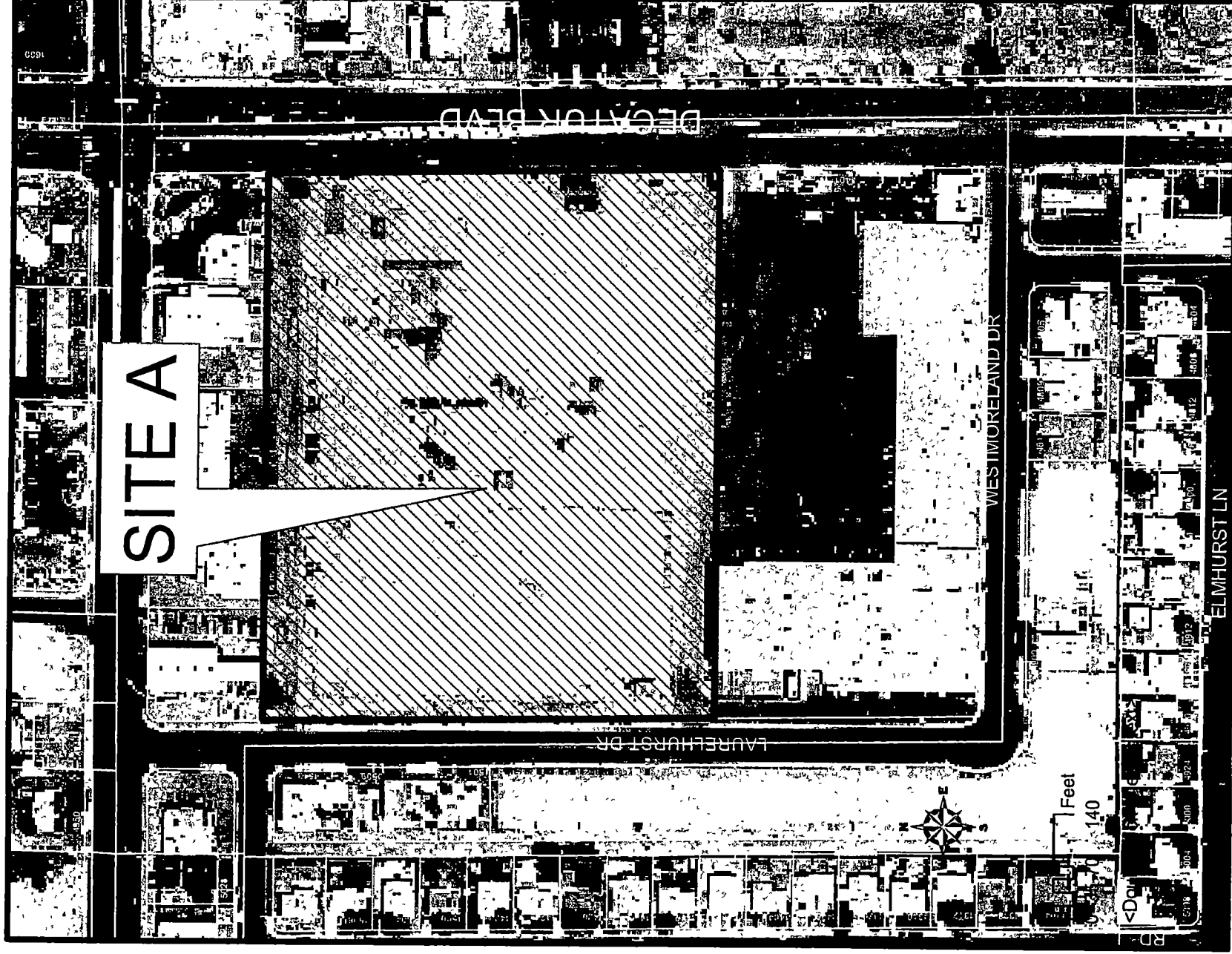


EXHIBIT "B-1"

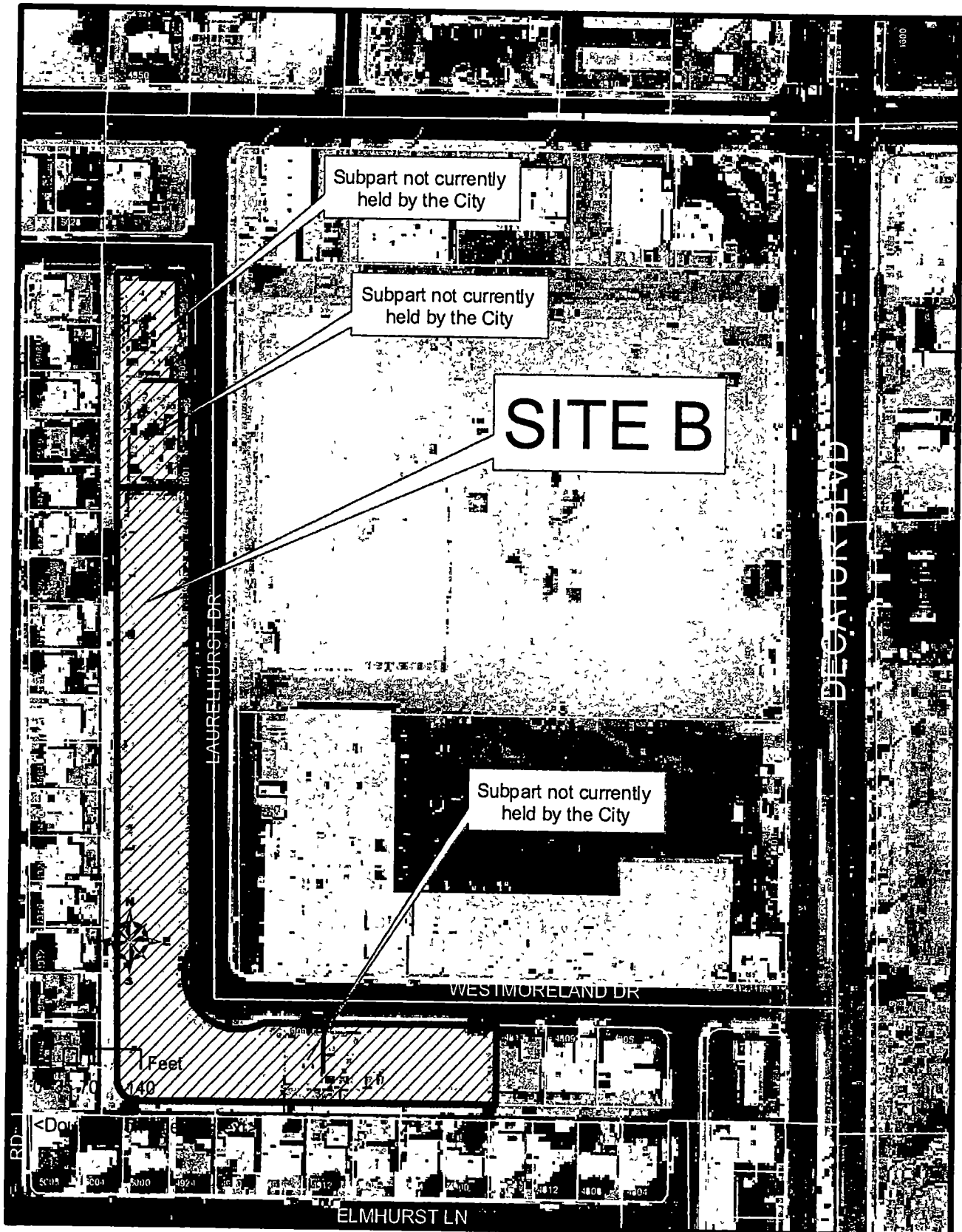


EXHIBIT "B-2"
List of Property acquired by the City of Las Vegas

1309 Laurelhurst Dr #1 & 2	1425 Laurelhurst units 2 & 4
1313 Laurelhurst Dr, Unit 34	1421 Laurelhurst units 5-8
1313 Laurelhurst Dr, Unit 36	1417 Laurelhurst units 9-11
1409 Laurelhurst #17-20	1413 Laurelhurst units 13-15
1409 Laurelhurst #21-24	1401 Laurelhurst units 25-28
1413 Laurelhurst Dr, Unit 1	1317 Laurelhurst units 29-32
1417 Laurelhurst #4	1313 Laurelhurst units 33 & 35
1425 Laurelhurst #1	1309 Laurelhurst units 37-38
1425 Laurelhurst #3	4917 Westmoreland units 42 & 44
1501 Laurelhurst # 13	4913 Westmoreland units 46 & 48
1501 Laurelhurst #14	4905 Westmoreland units 53-56
1501 Laurelhurst Dr, Units 15&16	4901 Westmoreland units 57-60
1505 Laurelhurst #12	4817 Westmoreland units 61-64
1505 Laurelhurst Dr, Unit 11	1425 Laurelhurst units 2 & 4
1509 Laurelhurst #6	1421 Laurelhurst units 5-8
1509 Laurelhurst #8	1417 Laurelhurst units 9-11
1505 Laurelhurst #10	1413 Laurelhurst units 13-15
1509 Laurelhurst Dr, Unit 5	1401 Laurelhurst units 25-28
1509 Laurelhurst Dr, Unit 7	1317 Laurelhurst units 29-32
1513 Laurelhurst #4	1313 Laurelhurst units 33 & 35
1513 Laurelhurst Dr, Unit 2	1309 Laurelhurst units 37-38
1513 Laurelhurst Dr, Unit 3	4917 Westmoreland units 42 & 44
4913 Westmoreland #3	4913 Westmoreland units 46 & 48
4913 Westmoreland Unit 1	4905 Westmoreland units 53-56
4917 Westmoreland #3,4 (41&43)	4901 Westmoreland units 57-60
	4817 Westmoreland units 61-64

EXHIBIT "C"

CITY OF LAS VEGAS

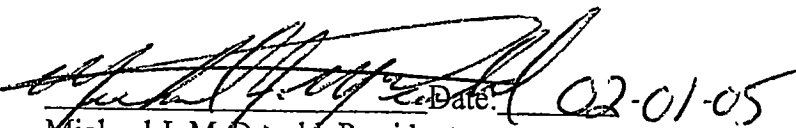
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-6551

It is hereby acknowledged that Alpha Omega Strategies, Inc. received copies of due diligence materials from the Owners relative to: APN 138-25-503-006, and to APN 138-25-515-000, and 138-25-516-000.

The due diligence materials provided are as follows:

- ☒ Exhibit "A-1" Site Map (APN 138-25-503-006)
- ☒ Exhibit "A-2" Legal Description for Site A
- ☒ Exhibit "B-1" Site Map (Portions of APN 138-25-515-000, 138-25-516-000)
- ☒ Exhibit "B-2" List of Properties acquired for Site B
- ☒ Grant, Bargain, and Sale Deed for APN 138-25-503-006, 1501 North Decatur
- ☒ Owner's Polity of Title Insurance (ALTA), 1501 North Decatur
- ☒ Phase I Environmental Site Assessment, Pentacore Resources, dated July 27, 2000
- ☒ Phase II Environmental Site Assessment, Pentacore Resources, dated July 28, 2000
- ☒ Asbestos Inspection and Analysis Report, Pentacore Resources, dated November 10, 2000
- ☒ Off-site Well Installation and Sampling, Pentacore Resources, dated ~~August 23, 2000~~ *Stewart Ave. Nov 2, 2000*
- ☒ Release letter from Nevada Division of Environmental Protection, dated May 1, 2003
- ☒ Grant, Bargain and Sale Deeds for property acquired at Site B
- ☒ Covenants, Conditions, & Restrictions for property acquired at Site B (if applicable)

Acknowledged by:



Michael J. McDonald, President
Alpha Omega Strategies, Inc

Date: _____
Douglas A. Selby, City Manager and
Redevelopment Agency Executive Director

**CERTIFICATE - DISCLOSURE OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
Name	
Address	
Telephone	
FIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	
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.	Michael J. McDonald	4908 Carmen Blvd. 89108	702-592-1990
2.	Richard L. Henry	4908 Carmen Blvd. 89108	702-592-1990
3.	Robert L. Moore	400 S. 4th Street #400 89101	702-221-7000
4.	Lisa M. Brady	400 S. 4th Street #400 89101	702-221-7000
5.	Kenneth Cornell	2123 Garnett Ave. San Diego, CA 92109	858-274-1585
6.	Beth Molasky- Cornell	2123 Garnett Ave. San Diego, CA 92109	858-274-1585
7.	Arne Rosencrantz	400 S. 4th Street #400 89101	702-221-7000
8.	Robert Johns	400 S. 4th Street #400 89101	702-221-7000
9.			
10.			

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

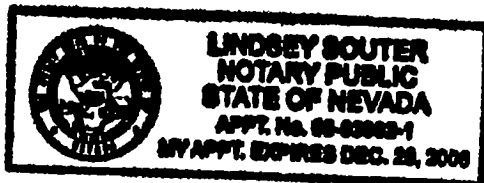
Block 5 : Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



[Signature]
Name
4-18-05
Date

Subscribed and sworn to before me this 13th day of

April, 2005.

Lindsey Souter
Notary Public

**FIRST AMENDMENT TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
AND ALPHA OMEGA STRATEGIES, INC.**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF LAS VEGAS (the "City"), the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the RDA) and ALPHA OMEGA STRATEGIES, INC. (AOS).

RECITALS

WHEREAS, on February 16, 2005, the City, the RDA and AOS made and entered into the Exclusive Negotiation Agreement ("Agreement"), and

WHEREAS, the City and the RDA have requested a 90 day extension to the Term of the Agreement to which AOS agrees.

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

1. Section 2, the Term of the Agreement, is hereby amended by extending the Term to August 18, 2005.

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

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

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

CITY OF LAS VEGAS
A Nevada municipal corporation

ATTEST:

By _____
Oscar B. Goodman, Mayor

Barbara Jo Ronemus, City Clerk

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

ATTEST:

By _____
Oscar B. Goodman, Chairman

Barbara Jo Ronemus, Secretary

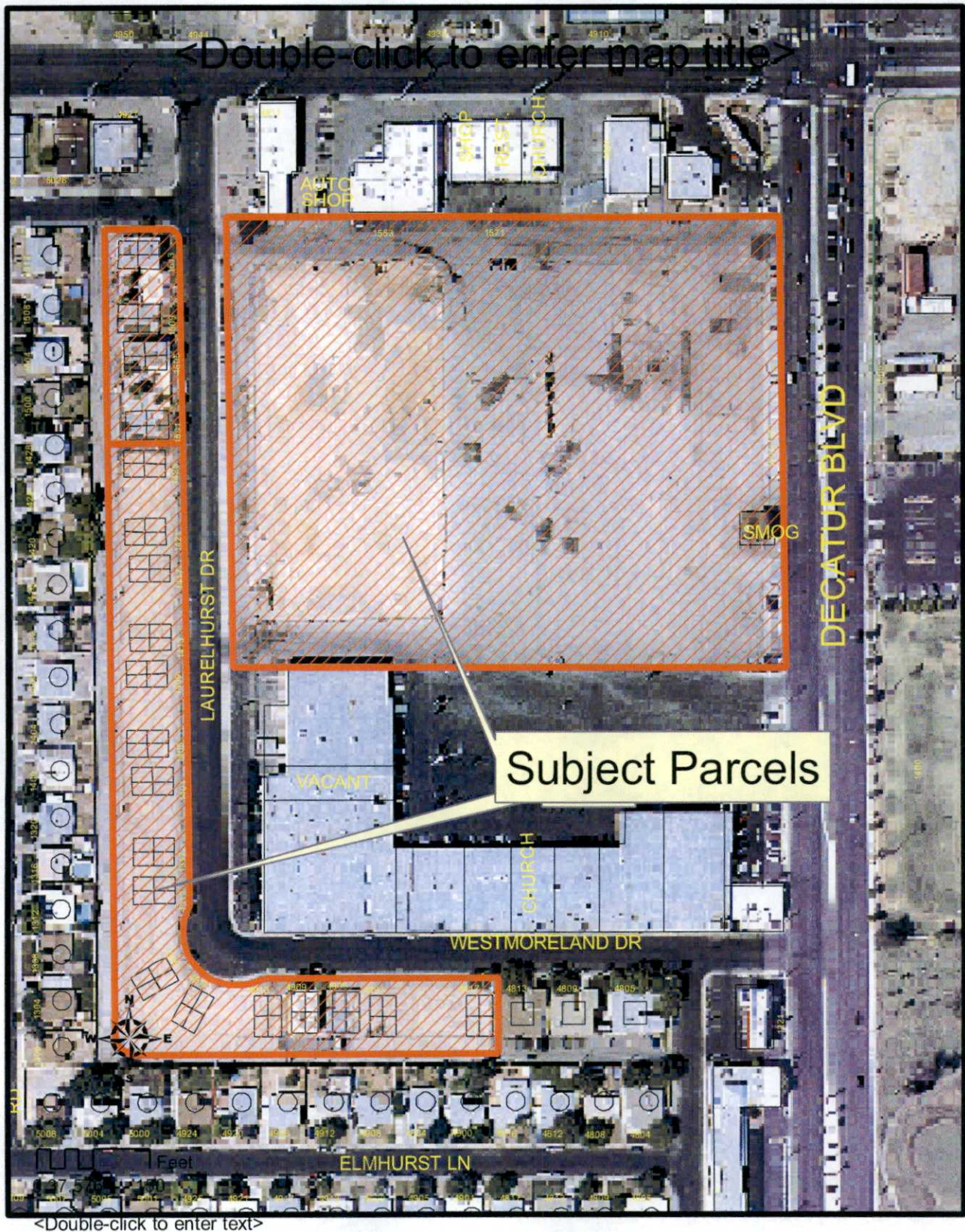
APPROVED AS TO FORM:

J. Porticello 5/2/05
Date

ALPHA OMEGA STRATGIES, INC.

By: _____
Michael J. McDonald, President

Date



Location Map

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT**

☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, doing business as Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 630 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

On 9/3/03, Council approved staff entering into negotiations with multiple cellular companies for future cell tower land leases. This contract is for 630 square feet and will construct an antenna atop of an existing light pole and foundation, equipment shelter and security fencing. Verizon Wireless shall pay the City a one-time administrative fee of \$1,000, \$8,000 for construction costs and the yearly rent will start at \$14,400. The initial term is for five years with three five-year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

COUNCILWOMAN TARKANIAN recommended Item 2 be forwarded to the Full Council with NO recommendation. COUNCILMAN WOLFSON concurred.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

ROBIN YOAKUM, Real Estate Division, confirmed that this agreement is with Southwestco Wireless Inc. to replace an array at the top of an existing light pole in the park. This is for cellular service, and she recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:01 - 3:02)

LAND LEASE AGREEMENT/CELL TOWER

MOUNTAIN RIDGE PARK

ORIGINAL

This Land Lease Agreement (hereinafter "Lease") is made this ____ day of _____, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Southwestco Wireless, LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc its managing partner (hereinafter "Lessee")

W I T N E S S E T H

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to antennae atop of a baseball field light pole, equipment shelter, and security fencing at the same location, and

WHEREAS, the public land is located within the boundaries of Mountain Ridge Park, 7151 Oso Blanca Road, Las Vegas, NV, generally located in the vicinity of US-95, north of Deer Springs Way; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices, and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES.

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc its managing partner (hereinafter "Lessee").

2 DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated.

- 2 1 “Backhaul Network” means the physical network that connects cells to a central switching point or the Public Switch Telephone Network (“PSTN”).
- 2.2 “Cell Site” means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2 3 “FCC” means the Federal Communications Commission or its legally appointed successor
- 2 4 “Hazardous Materials” means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous water,” or “restricted hazardous waste” under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 “Manager” means the City Manager or his or her designee

2.6 “Wireless Communications System” means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network (“PSTN”) using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES.

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 630 square feet of property located at 7151 Oso Blanca Road, Las Vegas, NV, commonly known as Mountain Ridge Park, (hereinafter “Premises”) A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit “A”. The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1

4. TERM.

4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Lease by Lessor (hereinafter “Commencement Date”) and terminate five (5) years thereafter (hereinafter “Termination Date”).

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its

intention not to renew at least ninety (90) calendar days prior to the end of the term then existing

5 RENTAL PAYMENT

5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Two Hundred and No/100ths Dollars (\$1,200.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to five percent (5%) of the amount due.

5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).

5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Lease, will detail the rent for the original term and each subsequent renewal term.

5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00) and Lessee shall provide in-kind compensation, paid in advance, in the amount of Eight Thousand and No/100 Dollars (\$8,000) for construction contract costs.

6 THIS SECTION INTENTIONALLY OMITTED

7 TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation

hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8 USE OF THE LICENSED PREMISES, PERMITS, AND LIENS.

8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct antennae atop of a baseball field light pole and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property. Construction may include, but not be limited to, antennae, equipment shelter, and security fencing. Construction on Premises is restricted to commence no sooner than September 2004 (so baseball fields are not disturbed and play is not disrupted). Light standard removal and replacement shall be coordinated with Neva Evans,

City of Las Vegas Public Works Department. Construction consists of replacing an existing light standard with a taller one, building a shelter to house equipment, and obtaining necessary utilities for operation of the cell site. Lessee shall be required to use the same manufacturer of the light standards presently installed in the park for purposes of replacement, maintenance, and adjustment of lights. Lessee shall contact Neva Evans at 702-229-6978 as the contact person for the City and liaison person with Southwestco Wireless and light manufacturer. Lessee shall guarantee the field lights will not be interrupted more than five (5) days during baseball season, and will have lights engineered, adjusted, and tested per City specifications after replacement of the taller light standard. Lessee shall contact Lee Pringle, City of Las Vegas Leisure Services Department, at 702-229-2092 thirty (30) calendar days prior to removal and replacement of light standard to schedule specific days the ball field will be closed due to the construction.

- 8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by Lessee, Lessee shall reimburse Lessor the reasonable cost of the testing. The Lessor and its agents shall have the right during the term of the Lease to examine Lessee's transmitter equipment and facilities in order to

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Lease upon notice to Lessor.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE.

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING.

Lessee shall not be permitted to sublet any land area or property within the Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of Lessee's assets, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to

any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11 NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR.	City of Las Vegas Attn: Manager Department of Public Works/Real Estate & Assets 400 Stewart Avenue, 4 th Floor Las Vegas, Nevada 89101
WITH A COPY TO:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9 th Floor Las Vegas, Nevada 89101
TO LESSEE:	Southwestco Wireless, LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner 180 Washing Valley Rd. Bedminster, NJ 07921 Attn: Network Real Estate

WITH A COPY TO.

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the antennae and Lessee's related facilities

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16 HOLD HARMLESS

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct

claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials

- 16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor

17 HAZARDOUS MATERIALS

- 17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises,

mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized

19. TERMINATION.

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured

within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof), (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose, (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises, or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

- 20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor,
- 20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed
- 20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.
21. BINDING ON SUCCESSORS.
- 21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
22. GOVERNING LAW:
- 22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.
- 23 ENTIRE AGREEMENT:
- 23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.
- 24 THIS SECTION INTENTIONALLY OMITTED
25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises, provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease

26 MECHANIC'S LIENS.

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee

27 HEADINGS.

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease

29 SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and

each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations, shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of Lessee's use of the Premises

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and

take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein
- 33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works 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, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43 WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral, (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

44 DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999,

Lessee warrants that it has disclosed on the form attached as Exhibit "E", all principals and partners of SOUTHWESTCO WIRELESS LP, as well as all persons and entities holding more than a one percent (1%) interest in SOUTHWESTCO WIRELESS LP, or any principal of NEVADA SOUTHWESTCO WIRELESS LP throughout the term hereof, SOUTHWESTCO WIRELESS LP, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written

"Lessor"
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

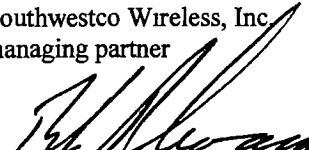
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 4/4/05

City Attorney Date

"Lessee"
Southwestco Wireless LP,
a Delaware limited partnership
DBA Verizon Wireless
by Southwestco Wireless, Inc.
its managing partner

By: _____
ROBERT F. SWAINE
West Area Vice President - Network



Ex. A

Site Map

Legend

-  Street Centerline
-  Leased
-  Applied
-  Parcels

Real Estate & Asset Mgmnt



10/7/2004

EXHIBIT "B"**MOUNTAIN RIDGE PARK****RENTAL FEES****MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,200 00	\$14,400 00
2nd YEAR	\$1,236 00	\$14,832 00
3rd YEAR	\$1,273 00	\$15,276 00
4th YEAR	\$1,311 00	\$15,732 00
5th YEAR	\$1,350 00	\$16,200 00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,391 00	\$16,692 00
2nd YEAR	\$1,433 00	\$17,196 00
3rd YEAR	\$1,476 00	\$17,712 00
4th YEAR	\$1,520 00	\$18,240 00
5th YEAR	\$1,566 00	\$18,792 00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,613 00	\$19,356 00
2nd YEAR	\$1,661 00	\$19,932 00
3rd YEAR	\$1,711 00	\$20,532 00
4th YEAR	\$1,762 00	\$21,144 00
5th YEAR	\$1,815 00	\$21,780 00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,869 00	\$22,428 00
2nd YEAR	\$1,925 00	\$23,100 00
3rd YEAR	\$1,983 00	\$23,796 00
4th YEAR	\$2,042 00	\$24,504 00
5th YEAR	\$2,103 00	\$25,236 00

EXHIBIT “C”

PLANS & DETAILS

Due to the size and volume of Exhibit “C” it is on file with the City Clerk’s Office, 400 Stewart Avenue, 1st Floor, Las Vegas, Nevada 89101.



15505 SAND CANYON AVE
BUILDING D-1
IRVINE, CA 92618

LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

THE PROPOSED PROJECT INCLUDES

- INSTALLATION OF WIRELESS ANTENNAS ON A NEW 80 LIGHT STANDARD AT A CENTERLINE HEIGHT OF 80 WITH FIELD LIGHTS RELOCATED FROM EXISTING LIGHT STANDARD AT SAME CENTERLINE HEIGHT.
- INSTALLATION OF A 12x20 EQUIPMENT SHELTER ON A CONCRETE PAD.
- INSTALLATION OF ONE GPS ANTENNA.
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS.
- NEW TELEPHONE CONDUIT RUN TO CABINETS.
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER.
- INSTALLATION 8 BLOCK WALL.
- INSTALLATION (3) 8" SOLID METAL GATES.

PROJECT DESCRIPTION

APPLICANT / LESSEE

VERIZON WIRELESS
CONSTRUCTION MANAGER
475 ROCK QUARRY WAY
NORTH LAS VEGAS NV 89032
630-5320 OR 378-6008
CONTACT BOBBY COSTA

PROPERTY INFORMATION

OWNER ADDRESS: LSA-CITY OF LAS VEGAS
400 EAST STEWART AVE
LAS VEGAS NV 89101
CONTACT: DAVID ROARK
(702) 229-1021

AREA OF CONSTRUCTION 630± SQ FT

OCCUPANCY TYPE S-2

CONSTRUCTION TYPE V-B

CURRENT ZONING T-C

ZONING APPLICATION # USE PERMIT- 1 B D
APPROVED- 1 B D

A.P.N. 125-20-501-002

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION ☐ OUTDOOR ☒ INDOOR

EQUIPMENT SHELTER ☒ YES ☐ NO

ANTENNA LOCATION ☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
☒ OTHER REPLACE FIELD LIGHT POLE

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. UNIFORM BUILDING CODE 1997 3. LOCAL BUILDING CODE
2. ANSI/EIA-222-F LIFE SAFETY 4. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS MEYER
PHONE (702) 367-7705
FAX (702) 367-8733

STRUCTURAL ENGINEER

T B D

ELECTRICAL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS, NEVADA 89117
RICHARD TOMAGIELLO (702) 242-1060

TOWER ENGINEER

T B D

SURVEYOR

SPECTRUM SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS, NEVADA 89117 CHRIS MEYER
PHONE (702) 367-7705
FAX (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	△
A1	SITE PLAN	△
A2	SITE DETAIL	△
A3	ANTENNA LAYOUT & ELEVATIONS	△
ISSUED FOR		
SHEET INDEX		ZONING

ONLY THOSE EXCEPTIONS LISTED IN TITLE REPORT NO. 03760105, DATED APRIL 17, 2003, PREPARED BY EQUITY TITLE COMPANY WHICH ARE NOT SOLELY FINANCIAL IN NATURE AND WHICH REFERENCE A DOCUMENT CONTAINING A SUFFICIENT LEGAL DESCRIPTION OF AREAS AFFECTED BY SAID DOCUMENT WERE CONSIDERED FOR THIS SURVEY AND LISTED BELOW. ITEM NUMBERS CORRESPOND TO ITEM NUMBERS IN SAID TITLE REPORT.

- 2 MINERAL RIGHT RESERVATIONS, EASEMENTS AND EXCLUSIONS, FROM NEVADA, OR 2 62 3188, AFFECTS ENTIRE SUBJECT PROPERTY.
- 9 BOOK 2 PAGE 90 OF PLATS, AFFECTS ENTIRE SUBJECT PROPERTY.
- 10 BOOK 3, PAGE 3 OF PLATS, DOES NOT AFFECT SUBJECT PROPERTY.
- 13 NEVADA POWER COMPANY FOR ELECTRICAL LINES, OR 851108.00905, DOES NOT AFFECT SUBJECT PROPERTY.
- 14 NEVADA POWER COMPANY FOR ELECTRICAL LINES OR 971119-01858, DOES NOT AFFECT SUBJECT PROPERTY.

TITLE REPORT EXCEPTIONS



15505 SAND CANYON AVE
BUILDING D-1
IRVINE, CA 92618

PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSO BLANCA ROAD
LAS VEGAS NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE

02/23/04

ISSUED FOR

ZONING

REV DATE DESCRIPTION

REV	DATE	DESCRIPTION	
△	02/23/04	100% ZONING	B.L.
△	02/18/04	90% ZONING	B.L.

PLANS PREPARED BY

SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT

DRAWN BY CHK
B LANGSTON D CAPE

LICENSURE

SHEET TITLE

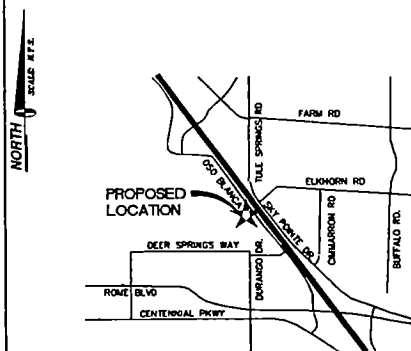
TITLE SHEET

SHEET NUMBER REVISION

T1

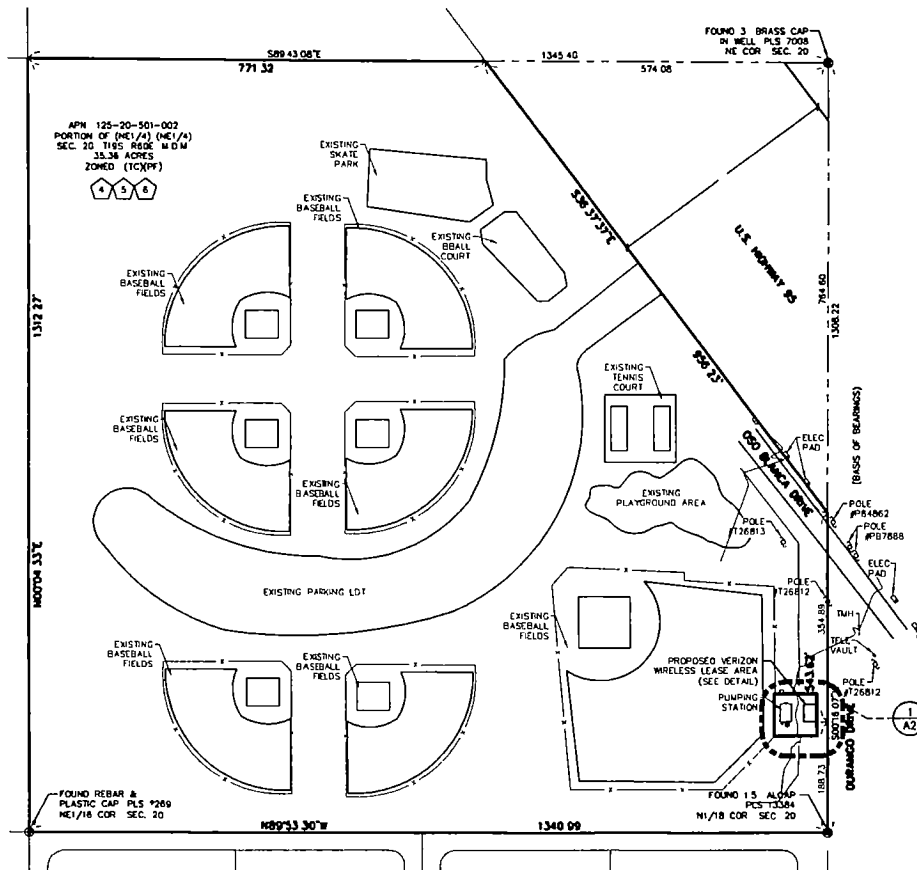
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LSV-600-D



VICINITY MAP

REMARKS
CITY OF LAS VEGAS VERTICAL CONTROL #1LV10 75WS
BEING A ALUMINUM RIVET AND PLATE IN THE TOP OF CURB AT THE
NORTHEAST CORNER OF HUALAPAI WAY AND DESERT INN ROAD NEAR
THE 1/2 DELTA.
ELEVATION 8221.38 (FEET) (NAVD 1988)
859.957 (METERS)



LEGEND

_____	CENTERLINE
_____	RIGHT-OF-WAY
=====	PROPERTY LINE
_____	ADJOURNER
_____	CHAINLINK FENCE
-----○-----	OVERHEAD POWER
---(XXXX)---	5 CONTOUR
---(XXXX)---	1 CONTOUR
---(XXXX)---	EXISTING WALL
●	FOUND MONUMENT AS NOTED
O R	OFFICIAL RECORD
⊙	POWER POLE



15505 SAND CANYON AVE
BUILDING 0-1
IRVINE CA 92618

PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSD BLANCA ROAD
LAS VEGAS NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE

02/23/04

ISSUED FOR

ZONING

REV	DATE	DESCRIPTION
-----	------	-------------

I	02/23/04	100% ZOMING	B L
D	02/18/04	90% ZOMING	B L

PLANS PREPARED BY


SPECTRUM

SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD SUITE 120
LAS VEGAS NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT

DRAWN BY ==CHK==

B	LANGSTON	D	CAPL...
---	----------	---	---------

LICENSURE

SHEET TITLE

SITE PLAN

SHEET NUMBER == REVISION

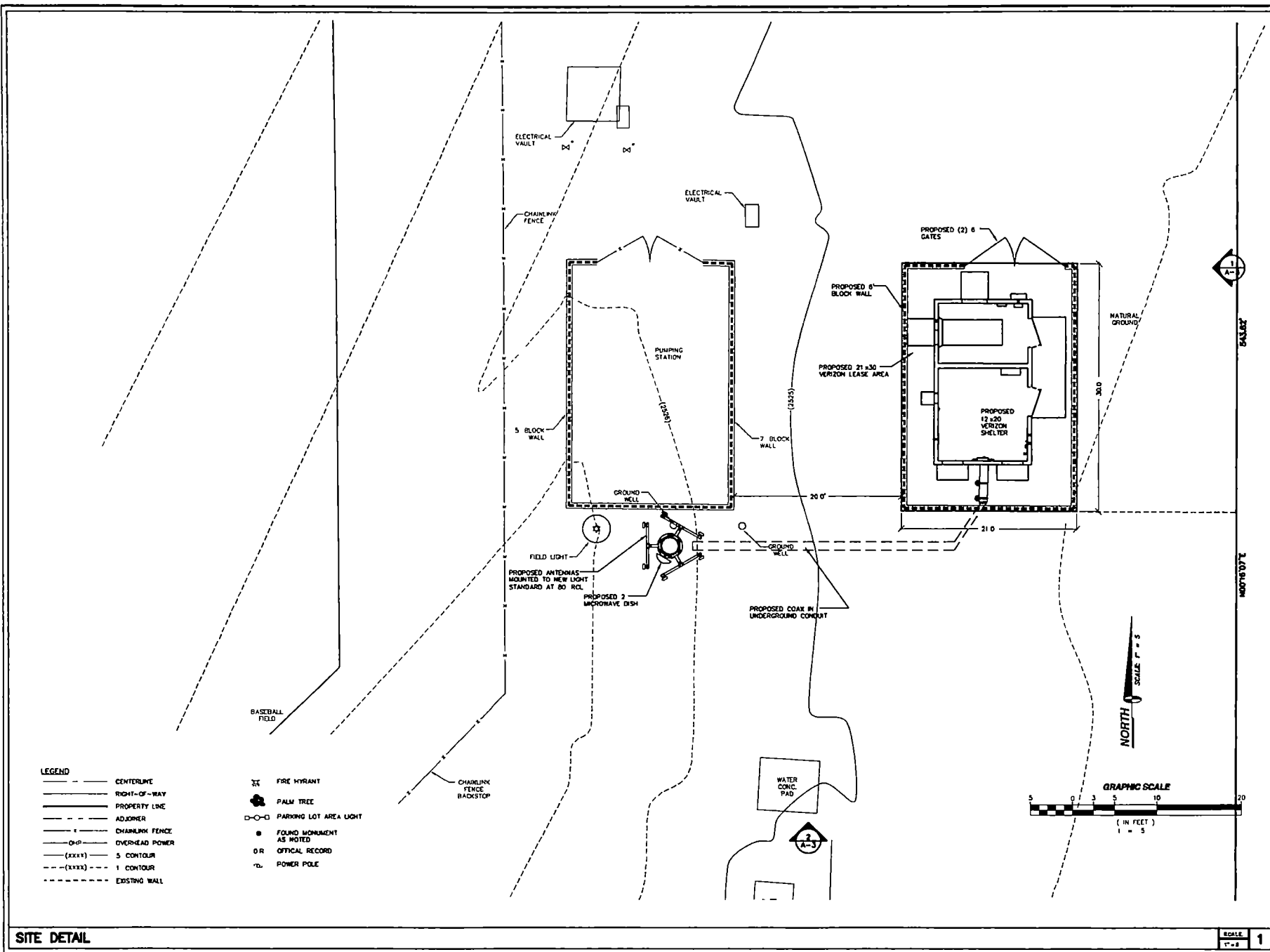
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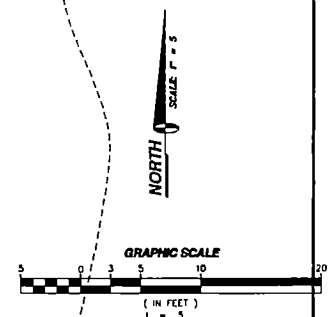
LSV-600-I

SITE PLAN

SCALE	1" = 100'
-------	-----------



- LEGEND**
- CENTERLINE
 - - - RIGHT-OF-WAY
 - PROPERTY LINE
 - - - ADJOMER
 - CHAINLINK FENCE
 - - - OVERHEAD POWER
 - (xxxx) 5' CONTOUR
 - - - (xxxx) 1' CONTOUR
 - - - - - EXISTING WALL
 - ⊗ FIRE HYDRANT
 - ⊙ PALM TREE
 - ⊙-⊙ PARKING LOT AREA LIGHT
 - FOUND MONUMENT AS NOTED
 - O.R. OFFICIAL RECORD
 - ⊙ POWER POLE



SITE DETAIL

SCALE 1"

15505 SAND CANYON AVE
 BUILDING D-1
 IRVINE, CA 92618

PROJECT INFORMATION

LSV-ALDER MEADOWS

7151 OSO BLANCA ROAD
 LAS VEGAS NEVADA 89149
 CLARK COUNTY

CURRENT ISSUE DATE

02/23/04

ISSUED FOR

ZONING

REV	DATE	DESCRPT	Y

PLANS PREPARED BY

SPECTRUM
 SURVEYING & ENGINEERING
 7351 W CHARLESTON BLVD SUITE 120
 LAS VEGAS NEVADA 89117
 PH (702) 367-7705
 FAX (702) 367-8733

CONSULTANT

DRAWN BY CHK
 B LANGSTON D CAPL

LICENSURE

SHEET TITLE

SITE DETAIL

SHEET NUMBER **REVISION**

A2	1
LSV-600-D	

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

ORIGINAL

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 Contracting Entity (Name) Name Southwestco Wireless LP Address 180 Washington Valley Road, Bedminster, New Jersey 07921 EIN or Social Security # 22-3381659 – Tax ID	Block 2 Description Subject Matter of Contract/Agreement: Wireless Communications Facility LSV Alder Meadows
--	--

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.	Southwestco Wireless, Inc. General Partner	Same As Above	(908) 306-7000
2.	Cellco Partnership Limited Partner	Same As Above	(908) 306-7000
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

EXHIBIT "E"

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: N/A

Date of Attached Document: _____ Number of Pages: _____

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



Robert F. Swaine

West Area Vice President - Network

4-15-05

Date:

Subscribed and sworn to before me this 15
day of

April

, 2005.


Notary Public



AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 0.86 acres located at the southeast corner of Lone Mountain Road and Balsam Street known as APN 138-03-510-003 to RS Consulting (RS) (\$260,000 revenue plus closing costs - General Fund) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 3/2/05 City Council approved entering into negotiations with RS for this Purchase and Sale of Real Property. City purchased the APN 138-03-510-003 in December 1996 in conjunction with future roadway, Rights-of-Way and the neighboring community center. RS expressed interest in acquiring the APN for future development plans for the area. The APN consists of approximately 0.86 acres and the City is interested in selling to RS if their future development plans are consistent with the needs of the community.

RECOMMENDATION:

Staff recommends approval of the Agreement for the Purchase and Sale of Real Property for \$260,000 plus closing costs.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. 1/6/05 Letter

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

ROBIN YOAKUM, Real Estate Division, explained that RS Consulting is the owner of the adjoining land and are interested in purchasing the property for expansion. She recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:02 - 3:03)

1-94

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Seller") and RS Consulting, Inc. (herein the "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of vacant land consisting of approximately 0.85 acres, commonly known as APN # 138-03-510-003, located in the vicinity of Lone Mountain Road and Balsam Street, Las Vegas, Nevada ("Property"). A Site Map of the Property depicting the parcel is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, which is fully described in Exhibit "B".

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

1. **PURCHASE AND SALE.**

(a) Buyer shall purchase all of Seller's right, title, and interest in and to the Property from Seller, pursuant to the terms of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement and Seller's obligation to sell the property to the Buyer, shall be contingent upon the approval of the City Council as required or permitted pursuant to applicable laws or procedures of the City of Las Vegas ("City Approval"), and the signature of the Mayor of the City shall be conclusive evidence thereof.

2. **PURCHASE PRICE.** The property purchase price (herein "Purchase Price") to be paid for the Property shall be Two Hundred and Sixty Thousand Dollars (\$260,000), all cash to be paid as follows:

(a) Buyer shall deposit Twenty-Six Thousand Dollars (\$26,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall be non-refundable. The Deposit shall be applied to the Purchase Price of the Property upon closing escrow, or delivered to Seller in the event escrow does not close after the expiration of such period.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Two Hundred and Thirty-Four Thousand Dollars (\$234,000).

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

3. TITLE TO THE PROPERTY. The title to the Property conveyed is subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR"), copies of which PTR, along with legible copies of all exceptions to title therein, shall be provided to Buyer and Seller through escrow at Seller's expense. If Buyer does not provide written disapproval of the condition of title as indicated in the PTR to Seller and Escrow Agent within the Contingency Period, Buyer shall be deemed to have accepted such condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to address Buyer's objections(s) prior to the expiration of the Contingency Period. If Seller thereafter elects to disregard or fails to cure Buyer's Objections(s), Buyer may terminate this Agreement during the Contingency Period as Buyer's sole recourse, and the Deposit shall be returned to the Buyer. If Buyer elects to waive such condition in writing, Buyer shall purchase the Property subject to any such exception or matter. Any exceptions or other title matters that Buyer approves or is deemed to have approved shall be referred to in this Agreement as the "Permitted Exceptions".

4. TITLE INSURANCE. Seller agrees to deliver, at its expense, a California Land Title Association (CLTA) policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 3 of this Agreement.

5. POSSESSION. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in the PTR as approved by the Buyer pursuant to Section 3.

6. INVESTIGATION OF PROPERTY. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer shall not cause any liens or damage to the Property and agrees to indemnify, defend, and hold Seller harmless from any damage to persons or property as a result of Buyer's tests and investigations on the Property.

7. CONDITIONS. In addition to the condition of prior City Approval, which is a condition precedent for the benefit of both Seller and Buyer, this Agreement and Buyer's obligation to purchase the Property is subject to the following conditions precedent for Buyer's benefit:

(a) Contingency Period. For a period of time beginning on the Opening of Escrow and ending on that date which is one-hundred twenty days (120) days thereafter ("Contingency Period"), Buyer and its agents and consultants shall have the right to conduct studies, analyses, investigations, and related due diligence (collectively, "Due Diligence") regarding the Property, including, but not limited to: surveys, soils testing, environmental studies, biological studies (including but not limited to tortoise studies) hydrology test, utility and design criteria, appraisals, zoning and entitlements, and the economic feasibility of Buyer's intended use and development of the Property. Buyer shall have the right to satisfy itself with respect to all such matters during the Contingency Period in Buyer's sole and absolute discretion, and shall have the right to terminate this Agreement and Escrow as provided herein if it is dissatisfied with, or disapproves any such matters. Seller shall deliver to Buyer copies of all such work completed on the Property in Seller's possession, if any, within five (5) business days of the Opening of Escrow or within five (5) business days of receipt if received thereafter. Such Due Diligence shall be at no cost or detriment to Seller or the Property. Buyer shall be entitled to enter upon the Property to conduct any such Due Diligence pursuant to Section 6 of this Agreement. Furthermore, Seller agrees to cooperate with Buyer and Buyer's agents and consultants in conducting such Due Diligence. Buyer shall have the right at any time during the Contingency Period to elect for any reason not purchase the Property or otherwise proceed under this Agreement. Upon delivery of written notice of such election to Seller and Escrow Holder prior to the expiration of the Contingency Period, this Agreement and Escrow shall terminate and Escrow Holder shall return the Earnest Money Deposit to Buyer. In such case, Buyer shall be responsible for any reasonable Escrow cancellation fees which shall be deducted from such deposit. If Buyer fails to timely deliver such notice of its election to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall be deemed to have waived the condition precedent set forth in this Section 7(a), and Buyer's earnest money will be non-refundable.

(b) RE-ZONING. During the Contingency Period, Buyer and its agents and consultants shall have the right to re-zone the Property to R-PD10 as designated by the City of Las Vegas Municipal Code or other similar classification acceptable to Buyer, and the final approval of such re-zoning by all governmental agencies and entities with jurisdiction over such matters in compliance with applicable laws and following all applicable appeals, shall be a condition precedent to Buyer's obligation to purchase the Property. Buyer shall endeavor to submit an application for such re-zoning to the applicable governmental agency or entity with jurisdiction over such re-zoning within fifteen (15) days of the Opening of Escrow. Seller shall reasonably cooperate with Buyer with respect to such re-zoning and, as Seller, shall sign any such application or other necessary or desirable documents and shall appear at any hearings as reasonably required provided that the same is at no cost or detriment to Seller or the Property. Buyer shall have the right to extend the Contingency Period for two (2) consecutive periods of thirty (30) days each, provided that said extensions are necessary to

complete the final re-zoning of the Property as provided herein. Buyer shall exercise said right by written notice to Seller and Escrow Holder at least five (5) business days prior to the expiration of the prior Contingency Period. If the City does not approve the requested zoning for the Property, then the Escrow Agent will refund the Buyer's Earnest Money with no further action by either party.

8. ESCROW. The purchase and sale of the Property herein shall be consummated through an escrow to be opened with Jennifer Reinink of Chicago Title of Nevada ("Escrow Agent"), located at 2300 W. Sahara Avenue #140, Las Vegas, NV 89102, or other entity as mutually agreed in writing by the parties. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

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

(b) Charge the Seller the cost of the CLTA title insurance policy. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(c) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents related to close of escrow when the conditions of this escrow have been fulfilled by the Buyer and Seller;

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

(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.

(f) Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

(g) Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 12 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 12 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

If escrow fails to timely close after the end of the Contingency Period as the result of Buyer's election or default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. Buyer or Seller shall be in no event subject to any liability for any

other damages, except as set forth in Section 6. The provisions of this Agreement shall be the sole remedies available to each respective party hereunder in the event of a failure of performance or default under this Agreement.

9. TIME OF OFFER/CONDITION PRECEDENT. Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to buy the Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council and signed by the Mayor of the City of Las Vegas. If this Agreement is not approved by the City Council within forty-five (45) days following the Seller's receipt of Buyer's signed original, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Buyer shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement.

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

- A. As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in the PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.
- B. This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.
- C. The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.
- D. As far as it known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller as relating to the Property.

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

12. EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material

and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

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

SELLER: City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

BUYER: RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, NV 89129

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 provided to the escrow office, in the same manner as to the Parties.

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

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

16. SUCCESSORS AND ASSIGNS. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
17. ASSIGNMENT. Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.
18. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
19. COUNTERPARTS. This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the full payment set forth in Section 2 is made to Seller.
20. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.
21. FORCE MAJEURE. Seller and Buyer shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.
22. TIME OF THE ESSENCE. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.
23. DISCLOSURE OF PRINCIPLES. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Buyer warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of RS Consulting, Inc., as well as all persons and entities holding more than a one percent (1%) interest in RS Consulting, Inc., or any principal of RS Consulting, Inc. Throughout the term hereof, RS Consulting, Inc., shall notify Buyer in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

24. MODIFICATIONS OR AMENDMENTS. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. Upon approval of this Agreement by the City Council and after it has been fully signed and executed by all parties, the Manager or Acting Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk shall have the authority on behalf of the Seller to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars (\$10,000), 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.

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

"Buyer" RS CONSULTING, INC.



RUSSELL J. SKUSE,
PRESIDENT

4.20.05

Date

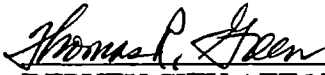
"Seller" CITY OF LAS VEGAS

OSCAR B. GOODMAN
MAYOR

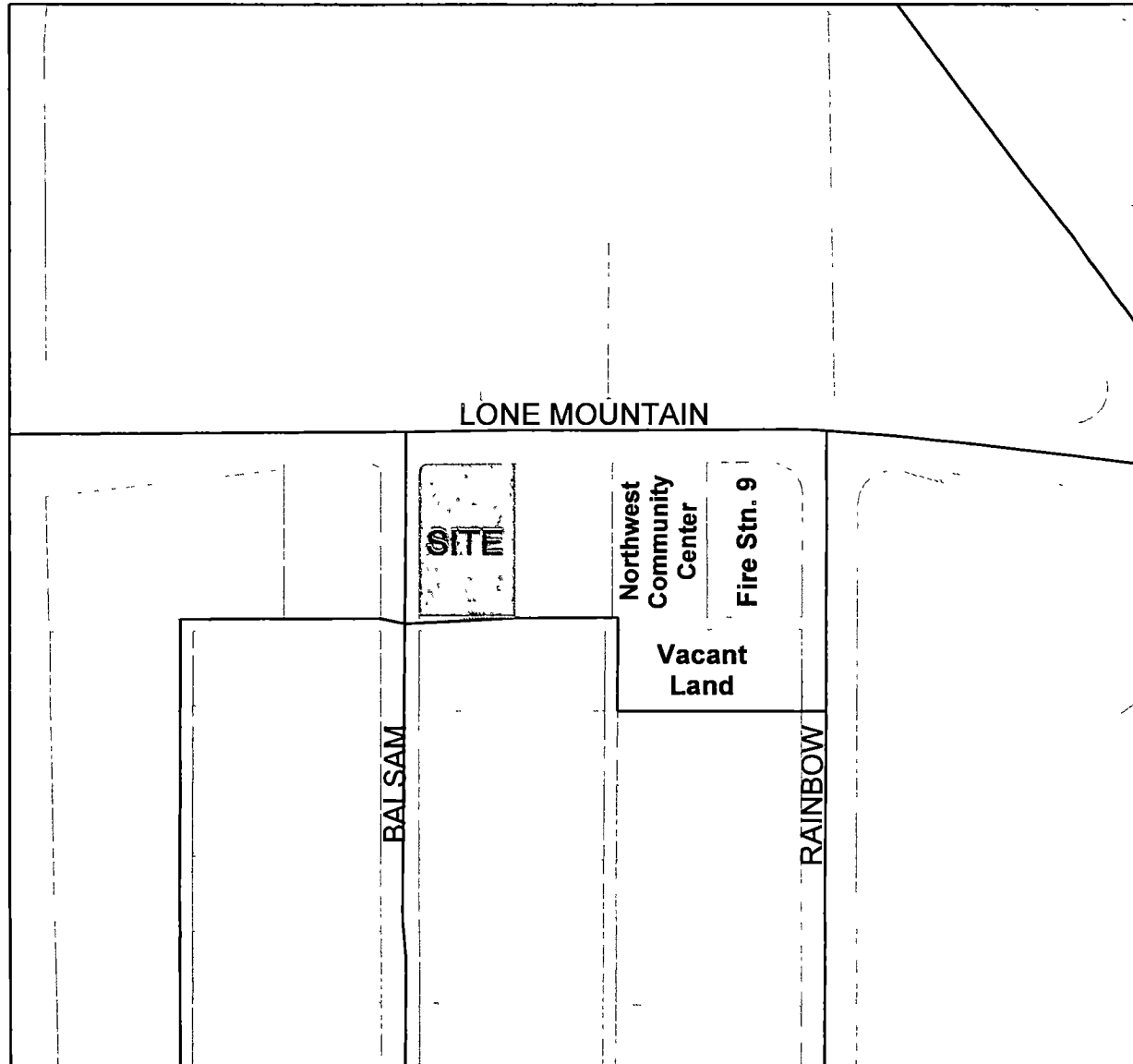
ATTEST:

BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:

 4/26/05

DEPUTY CITY ATTORNEY



Site Map

Legend

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

Real Estate & Asset Mgmt



4/22/05

EXHIBIT "B"

LEGAL DESCRIPTION

APN 138-03-510-003

The subject property is legally described as follows:

Lot 21 in Block 2 of the Bridle Path Estates subdivision, also known as.

**A portion of the North Half (N½) of the Northeast Quarter (NE¼) of Section 3,
Township 20 South, Range 60 East, M.D.B. & M., Clark County, Nevada.**

EXHIBIT “C”
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.

EXHIBIT "C"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	<u>Contracting Entity (Name)</u> RS Consulting Inc.	Block 2	Description Subject Matter of Contract/Agreement: Purchase of APN# 138-03-510-003 between the City of Las Vegas and RS Consulting Inc.
Name Russell J Skuse			
Address 7525 Hickam Avenue			
EIN or Social Security # 527-69-5129			

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.	Russell J Skuse/President	7525 Hickam Avenue	702-384-7701
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

EXHIBIT "C"

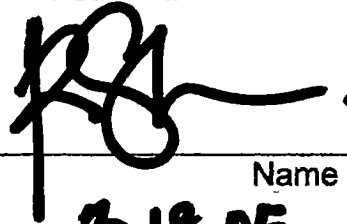
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Name

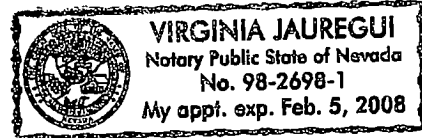
3-18-05

Date

Subscribed and sworn to before me this 18
day of

March, 2005.

Virginia Jauregui
Notary Public





January 6, 2005

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Attention: Mr. David Roark - Real Estate & Assets Management Manager

Reference: APN # 138-03-510-003

On behalf of RS Consulting Inc., we respectfully request your consideration for an appraisal and potential sale of the above referenced parcel currently owned by The City of Las Vegas.

Location: The approximately .86 acre± parcel is located on the southeast corner of Lone Mountain Road and Balsam Avenue.

Request: At this time, we are asking that the City of Las Vegas prepare an appraisal for this parcel for review and approval for sale of the property to be included into our future development plans for the area.

If you have any questions or require additional information, please feel free to contact me at 384-7701 (office) or on my cell phone at 580-1146.

Sincerely,
RS Consulting Inc



Russell J. Skuse
President

RS CONSULTING, INC.
7525 HICKAM AVENUE - LAS VEGAS NEVADA 89129
702.384.7701 (Office) 702.384 7702 (Fax)
rsconsulting-inc@cox.net

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Amendment to the Municipal Court Traffic School Lease Agreement located at 2917 West Washington Avenue renewing the Lease until December 30, 2005, with a six-month renewal option (\$11,509 a month - six month term \$69,054 - Municipal Court Rental of Land) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$69,054.00
☒	Budget Funds Available	Dept./Division:	Public/Works/Real Estate
☐	Augmentation Required	Funding Source:	Municipal Court Rental of Land

PURPOSE/BACKGROUND:

The current extension terms expire June 30, 2005. Since the City of Las Vegas is not in default of the Lease, we have requested to renew the Lease for an additional 6-month term and the Lessor, Mr. Jerry Lee is in agreement with the terms. The minimum monthly rental for the renewal period shall increase by three percent (3%).

RECOMMENDATION:

Staff recommends approval and recommends authorization for staff to execute any further documents with the property management company to facilitate the intent of the Lease.

BACKUP DOCUMENTATION:

1. Amendment to Municipal Court Traffic School Lease Agreement
2. Site Map

MOTION:

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

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

ROBIN YOAKUM, Real Estate Division, verified that the lease will expire in June 2005. The City has offered to extend the lease another six months until the Regional Justice Center is complete. If the center is not complete within six months, there will be an option for another six-month lease at that time. She recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:03 - 3:04)

1-111

**AMENDMENT TO LEASE AGREEMENT
MUNICIPAL COURT TRAFFIC SCHOOL**

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made and entered into this ____ day of _____, 2005, by and between Jerry Lee ("Lessor") and the City of Las Vegas, a municipal corporation of the State of Nevada ("Lessee").

WHEREAS, Jim and Mary Pham, as Lessor, and Lessee entered into a lease Agreement dated June 20, 2001, for the lease of certain real property and improvements located at 2917 West Washington Avenue, Las Vegas, Nevada for use as the City of Las Vegas Municipal Court Traffic School (the "Lease Agreement"); and

WHEREAS, the Lease Agreement was assigned to Jerry Lee, the Lessor, who agreed to abide by the terms of the Lease Agreement with the Lessee; and

WHEREAS, the initial term of the Lease Agreement shall expire on June 30, 2005, and the Lessee desires to renew the Lease Agreement; and

WHEREAS, it is the mutual desire of the parties hereto to amend said Lease, the parties agree as follows:

1. The Lessor and Lessee have agreed to renew the Lease Agreement for a term of six (6) months beginning on July 1, 2005 and ending on December 30, 2005.
2. Throughout the Renewal Term, Lessee agrees to pay Lessor, as and for minimum rent for the Premises, the sum of Nine Thousand Nine Hundred Twenty Six Dollars and Eleven Cents (\$9,926.11) per month, without demand, offset or reduction, payable monthly in advance. This is a three percent (3%) increase over the current rental amount. Lessee also agrees to pay a flat monthly Common Area Operating Cost of One Thousand Five Hundred Eighty Three Dollars (\$1,583.00) throughout the Renewal Term. The total monthly payment due to Lessor shall be Eleven Thousand Five Hundred Nine Dollars and Eleven Cents (\$11,509.11).

3. If Lessee is not in default of this Lease, Lessee may renew the Lease for an additional six (6) month term by giving a written request to renew at lease ninety (90) days prior to the expiration of the Lease term. The monthly rental for the renewal period shall remain the same.

Except as expressly amended herein, all other terms and conditions of this Lease shall remain in full force and effect.

IN WITNESS THEREOF, each of said parties hereto has caused its name to be here into subscribed.

Lessee

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

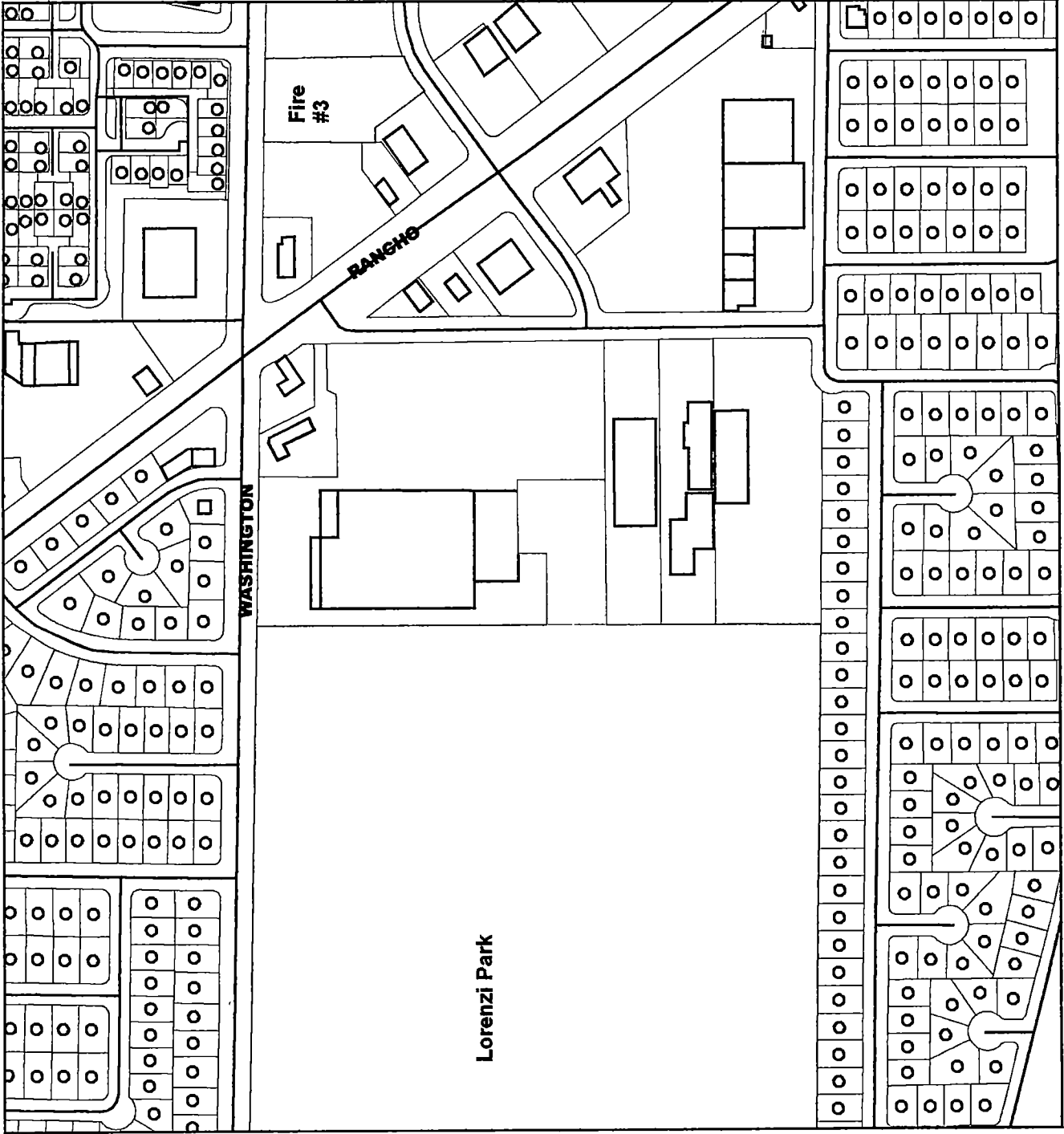
APPROVED AS TO FORM:

Thomas R. Green 4/13/05
DEPUTY CITY ATTORNEY

Lessor

JERRY LEE

Jerry Lee 4/29/2005
JERRY LEE



Site Map

Legend

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

Real Estate & Asset Mgmt



4/26/05

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-foot public drainage Easement and Rights-of-Way to LVVWD to service a portion of APN 138-08-801-007 located off the northwest corner of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)[NOTE: water drainage should be reflected to read water pipeline]

Fiscal Impact:

☒

No Impact

Amount:

•

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have a privately maintained seventy-foot drainage Easement in favor of the City of Las Vegas, construction, installation, maintenance and repair of non-exclusive utilities, ingress/egress at this location, the City is required to grant an Easement and Rights-of-Way to LVVWD. Said APN of land contains approximately 20,589 square feet of land located on the east part of the APN.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

COUNCILWOMAN TARKANIAN recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILMAN WOLFSON concurred.

NOTE: A change of language has been made to read a seventy-foot water pipeline Easement, instead of a seventy-foot public drainage Easement.

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

ROBIN YOAKUM, Real Estate Division, stated the property is currently in escrow and will close at the end of June 2005. This request is to satisfy the water district easement that needs to be in place prior to close of escrow. She declared a change of words in the agreement that should read water pipeline instead of public drainage, and requested approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:04 - 3:05)

1-134

A.P.N. 138-08-801-007

EASEMENT AND
RIGHTS-OF-WAY

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

CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR**, and **LAS VEGAS VALLEY WATER DISTRICT**, Party of the Second Part, hereinafter known as the **GRANTEE**,

W I T N E S S E T H:

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

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

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

1. No buildings, structures or 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 parking, landscape or driveway purposes and for other utilities with the written consent of **GRANTOR** insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which this Indenture is granted;

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

Date of Council
A.P.N. 138-08-801-007

Item # _____

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

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

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand this _____ day of _____, 2005.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4/26/05
DEPUTY CITY ATTORNEY DATE

...

...

Date of Council
A.P.N. 138-08-801-007

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2005, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

A.P.N. 138-08-801-007
CITY OF LAS VEGAS
Written by: RRM
Checked by: *RJG*
Date 3-15-04

EXHIBIT "A"

LEGAL DESCRIPTION 70' Public Drainage Easement (Privately Maintained) and Ingress/Egress - Non-Exclusive Utility Easement

A parcel of land situated in a portion of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, for the construction, installation, maintenance and repair of non-exclusive utilities; ingress/egress; and privately maintained public drainage in favor of the City of Las Vegas, it's successors and assigns, over, under, above and across said parcel of land being further described as follows:

The East 70.00 feet of the Southeast Quarter (SE1/4), of the Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada.

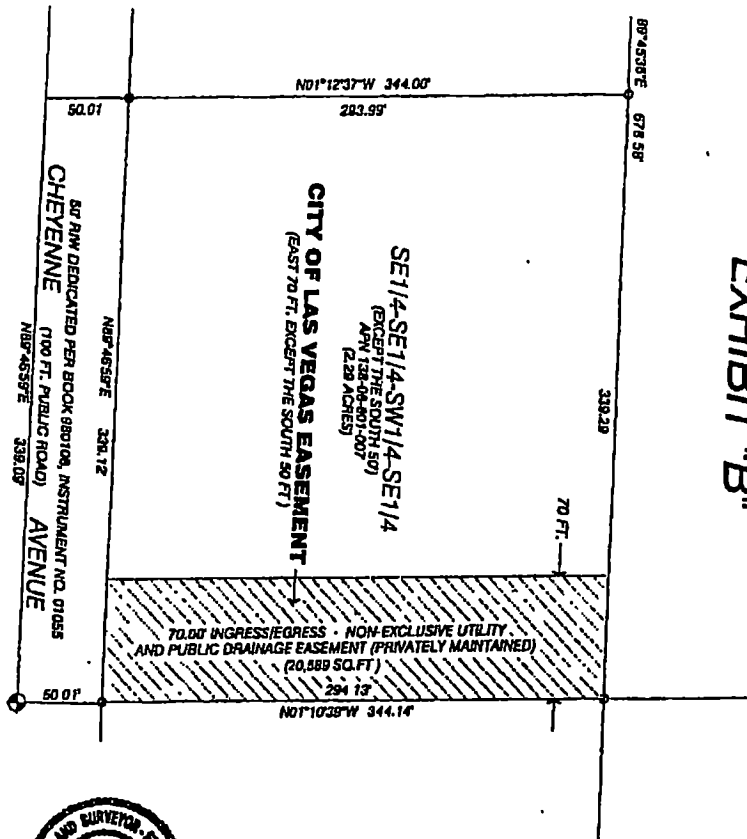
EXCEPTING THEREFROM, the South 50 feet thereof.

Said parcel of land contains 20,589 square feet more or less.



This legal description prepared by Ralph R. Matecki, P.L.S., W.R.S.
4880 W. University, Suite B2, Las Vegas, Nevada 89103

EXHIBIT "B"



NORTH
NOT TO SCALE

2004 JUL 28 PM 12:56

AGENDA SUMMARY PAGE
REAL ESTATE COMMITTEE MEETING OF: MAY 17, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and Nevada Power Company (NPC) for an approximate 7,931 square foot Easement and Rights-of-Way to NPC to service a portion of APN 139-30-101-004 located in the vicinity of Vegas Drive and Decatur Boulevard commonly known as Ed Fountain Park - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City is requested to grant an Easement and Rights-of-Way to NPC for approximately 7,931 square feet of land located at Ed Fountain Park to construct, operate, add to, maintain, remove underground electric system(s) (duct lines, manholes, vaults, wires, cables, transformer installation above/below ground, service boxes/fixtures) and to cancel/supersede former NPC Right of Entry. City retain right to use land for City purpose(s) as long as such use is consistent with standard electrical/telephone practices and will not be liable for improvement cost or damage to improvements placed by NPC.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

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

MINUTES:

COUNCILMAN WOLFSON declared the Public Hearing open.

ROBIN YOAKUM, Real Estate Division, stated that Nevada Power already has an existing easement at Ed Fountain Park. This easement will replace the existing one, bringing everything up to date and complete some much needed improvements. She recommended approval.

No one appeared in opposition.

COUNCILMAN WOLFSON declared the Public Hearing closed.

(3:05 - 3:06)

1-161

A.P.N. 139-30-101-004

EASEMENT AND
RIGHTS-OF-WAY

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

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

hereinafter known as the **GRANTOR**, and **NEVADA POWER COMPANY**, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcels of land, situate in the City of Las Vegas, County of Clark, State of Nevada are located in that portion of the Northwest Quarter (NW ¼) of Section 30, Township 20 South, Range 61 East, M.D.M., Clark county, Nevada, described as follows:

SEE LEGAL DESCRIPTION AND EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY GRANTED TO NEVADA POWER COMPANY AND RECORDED OCTOBER 3, 2003 IN BOOK 20031003 AS DOCUMENT NO. 00209 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA

Date of Council
A.P.N. 139-30-101-004

Item # _____

The **GRANTOR** retains the right to fence, to plant, to maintain and to use said parcels for its own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted. **GRANTOR** shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of **GRANTEE**.

IN WITNESS WHEREOF, the **GRANTOR** has executed this document this _____ day of _____, 2005.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 5/2/05
DEPUTY CITY ATTORNEY DATE

Date of Council
A.P.N. 139-30-101-004

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2005, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR NEVADA POWER USE ONLY

FOR RECORDER'S USE ONLY

Description of Easement
For Ed Fountain Park
Nevada Power Company PID #172160

Part of APN 139-30-101-004

Being located in the Northwest quarter of Section 30, T20S-R61E, M.D.M, Clark County, City of Las Vegas, Nevada; on the south side of Vegas Drive east of Decatur Boulevard.

Parcel "A"

Part of the Northwest quarter (NW 1/4) of Section 30, T20S-R61E, M. D. M., Clark County, City of Las Vegas, Nevada; more particularly described as:

Beginning at a point on the south line of Vegas Drive (80 feet wide), so-called; that is North 88° 36' 56" East, 1273.18 feet along the north line of said Section 30, and South 01° 23' 04" East, 40.00 feet, and North 88° 36' 56" East, 5.00 feet from the Northwest corner of said Section 30;

Thence, from said Point of Beginning, North 88° 36' 56" East, along said south line of Vegas Drive, 77.76 feet;

Thence, departing said south line, South 04° 37' 29" East, 3.79 feet;

Thence South 85° 22' 31" West, 28.30 feet;

Thence South 89° 59' 04" West, 31.19 feet;

Thence South 00° 29' 19" East, 2.27 feet;

Thence South 89° 30' 41" West, 18.49 feet;

Thence North 01° 33' 26" West, 6.62 feet to the Point of Beginning.

Contains 411 square feet more or less as determined by computer methods.

TOGETHER WITH:

A 10.00 feet wide easement whose centerline is described as:

Beginning at a point on the south line of Vegas Drive (80 feet wide), so-called, that is North 88° 36' 56" East, 1273.18 feet along the north line of said Section 30, and South 01° 23' 04" East, 40.00 feet from the Northwest corner of said Section 30;

Thence South 01° 33' 26" East, 114.47 feet;

Thence South 02° 59' 58" West, 55.07 feet;

Thence South 01° 45' 33" East, 195.34 feet;

Thence South 04° 11' 44" East, 47.46 feet;

Thence South 02° 02' 34" East, 74.69 feet;

Thence South 14° 08' 43" East, 89.72 feet;

Thence South 01° 03' 54" East, 139.41 feet;

Thence North 88° 26' 25" West, 93.23 feet;

Thence South 88° 51' 06" West, 43.93 feet to Point "A", said point also being the Point of Ending.

Sidelines of said easement are to be lengthened or shortened so as to form vertices at all angle points; shall begin on the south line of Vegas Drive, so-called, and end at the east line of the below described Parcel "B".

Contains 8,533 square feet more or less as determined by computer methods.

ALSO TOGETHER WITH:

Parcel "B"

Beginning at aforementioned Point "A".

Thence, from said Point of Beginning, South 01° 14' 39" East, 14.51 feet;

Thence South 88° 45' 21" West, 39.88 feet;

Thence North 01° 14' 39" West, 19.89 feet;

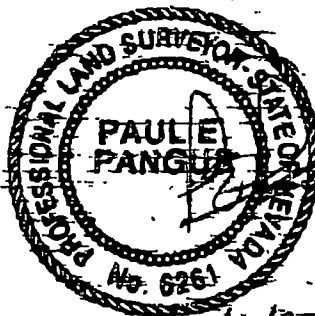
Thence North 88° 45' 21" East, 39.88 feet;

Thence South 01° 14' 39" East, 5.38 feet to said Point "A" and the Point of Beginning.

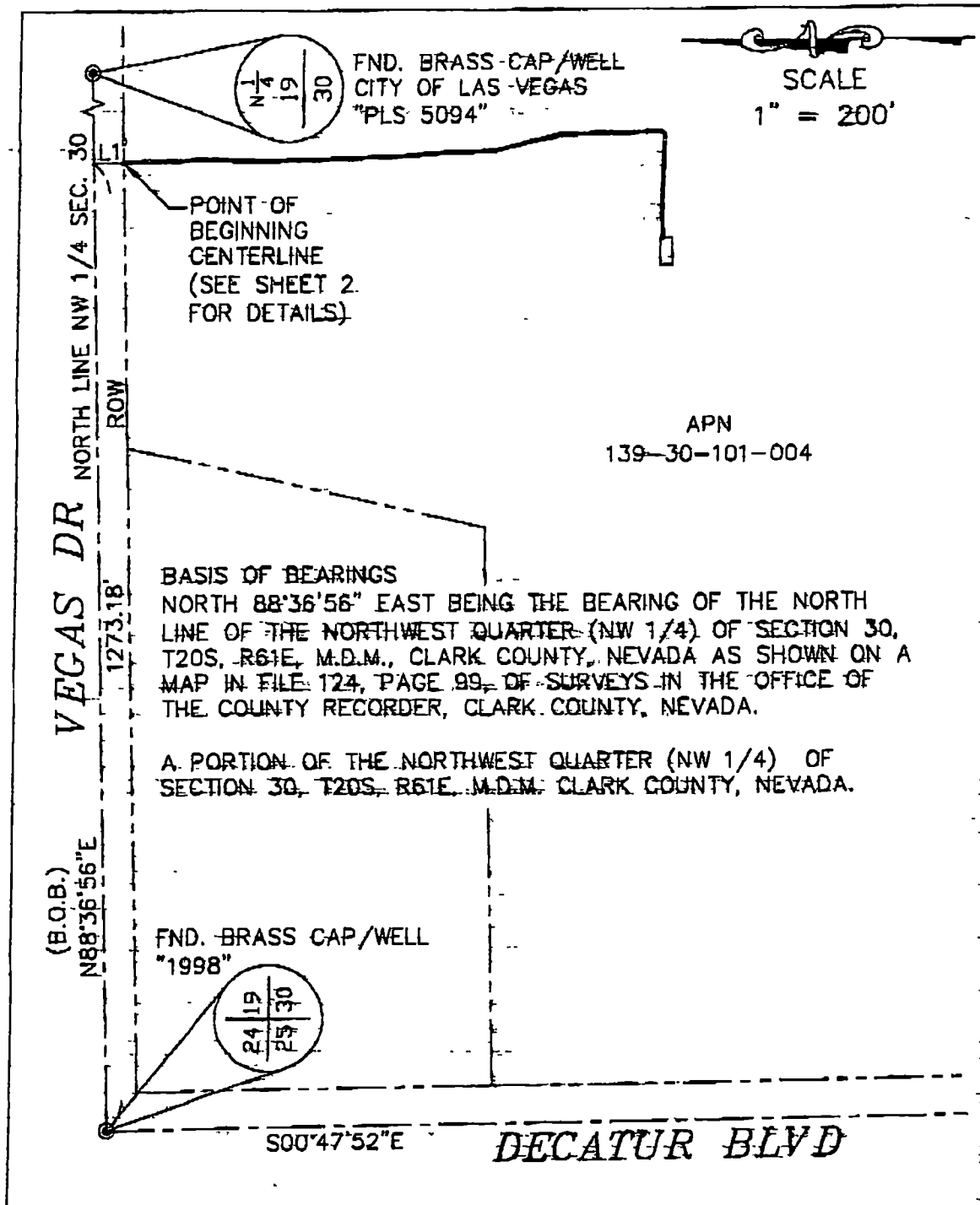
Contains 793 square feet, more or less, as determined by computer methods.

END OF DESCRIPTION

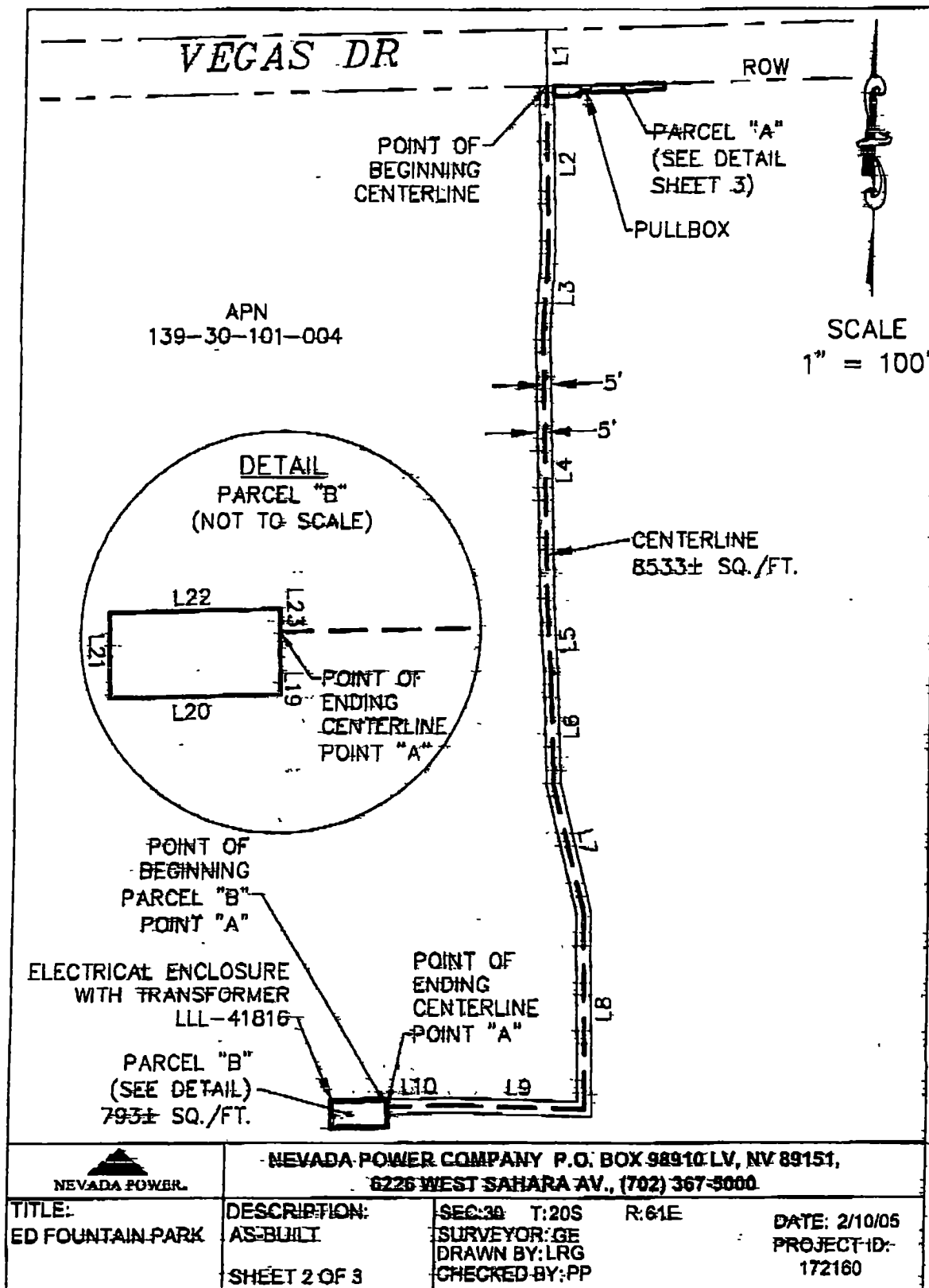
Prepared by
Paul E. Pangus, F.L.S.
Feb. 10, 2005



EXPIRES 12/31/05.

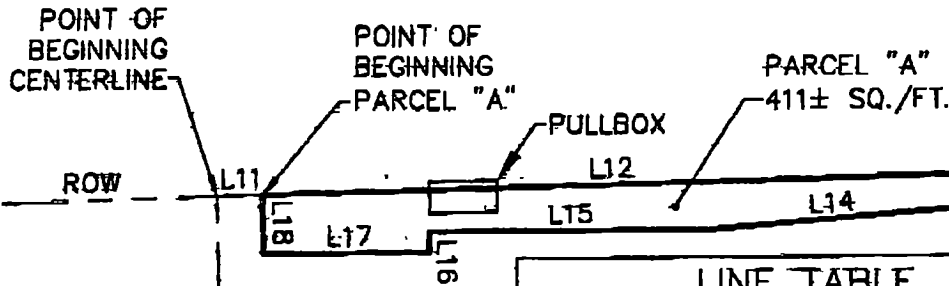


 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: ED FOUNTAIN PARK	DESCRIPTION: AS-BUILT SHEET 1 OF 3	SEC 30 T:20S R:61E SURVEYOR: GE DRAWN BY: LRG CHECKED BY: PP	DATE: 2/10/05 PROJECT ID. 172160



VEGAS DR

SCALE
1" = 20'



LINE TABLE

LINE	LENGTH	BEARING
L1	40.00'	S01°23'04"E
L2	114.47'	S01°33'26"E
L3	55.07'	S02°59'58"W
L4	195.34'	S01°45'33"E
L5	47.46'	S04°11'44"E
L6	74.69'	S02°02'34"E
L7	89.72'	ST4°08'43"E
L8	139.41'	S01°03'54"E
L9	93.23'	N88°26'25"W
L10	43.93'	S88°51'06"W
L11	5.00'	N88°36'56"E
L12	77.76'	N88°36'56"E
L13	3.79'	S04°37'29"E
L14	28.30'	S85°22'31"W
L15	31.19'	S89°59'04"W
L16	2.27'	S00°29'19"E
L17	18.49'	S89°30'41"W
L18	6.62'	N01°33'26"W
L19	14.51'	S01°14'39"E
L20	39.88'	S88°45'21"W
L21	19.89'	N01°14'39"W
L22	39.88'	N88°45'21"E
L23	5.38'	S01°14'39"E



NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151;
6226 WEST SAHARA AV., (702) 367-5000

TITLE:
ED FOUNTAIN PARK

DESCRIPTION:
AS-BUILT

SHEET 3 OF 3

SEC: 30 T: 20S R: 61E
SURVEYOR: GE
DRAWN BY: LRG
CHECKED BY: PP

DATE: 2/10/05
PROJECT ID:
172160

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: MAY 17, 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:

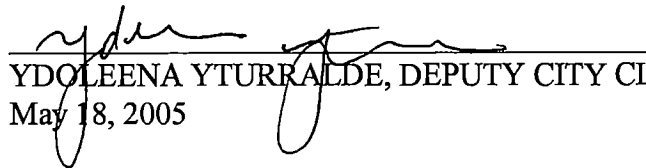
There was no discussion.

(3:05)

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THE MEETING ADJOURNED AT 3:06 P.M.

Respectfully submitted:


YDOLEENA YTURRALDE, DEPUTY CITY CLERK
May 18, 2005