

**GROUND LEASE AGREEMENT
BETWEEN
THE CITY OF NORTH LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR
J. D. SMITH MIDDLE SCHOOL AND HARTKE PARK**

This Ground Lease ("Lease"), dated this _____ day of _____, 2021 ("Effective Date"; the Effective Date shall be the later of the two dates that this Lease is signed by either of the Parties), is made by and between City of North Las Vegas, a Nevada municipal corporation ("City"), and the Clark County School District, a political subdivision of the State of Nevada ("District"). The City and District hereinafter may be individually referred to as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking, which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS 277.050, without a vote of the electors of a public agency first being had, the governing body of the agency may exchange to another public agency any real property belonging to it; and

WHEREAS, pursuant to NRS 277.053, a governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

WHEREAS, pursuant to NRS 239.010, information or documents in connection with this Lease may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests; and

WHEREAS, pursuant to NRS 393.140, the Clark County Board of School Trustees ("Board") has the power by exchange, purchase, lease or otherwise to acquire any school site or other real property for necessary school purposes; and

WHEREAS, District currently owns approximately 10.33 total acres of developed real property located at 1301 East Tonopah Avenue, North Las Vegas, Nevada, 89030, also known as Assessor's Parcel Number 139-23-801-001, which was previously known as the site of J.D. Smith Middle School as depicted on Exhibit "A" ("District Property"); and

WHEREAS, City currently owns approximately 8.74 total acres of developed real property located at 1900 East Tonopah Avenue, North Las Vegas, Nevada, 89030, also known as Assessor's Parcel Number 139-23-801-002, which was previously known as the site of Hartke Park, as depicted on Exhibit "B" ("City Property"); and

WHEREAS, the District determined, through its Facility Index Condition process, that the cost of repairs for the District Property was almost the same as the overall value of the buildings. Therefore, the buildings on District Property were demolished and a new middle school was constructed; and

WHEREAS, City had determined that new and improved park amenities and facilities, would better meet the needs of the community and a new park was constructed; and

WHEREAS, on or about August 1, 2018, to better serve the community, the Parties entered into an Interlocal Agreement for the Exchange of Real Property ("Agreement") attached as Exhibit "C", whereby at the conclusion of the Project detailed in the Agreement, the District would own +- 10.14 acres improved with a new middle school ("New District Property") and the City would own +- 9.48 acres (including the pool property) improved with a new park ("New City Property"), as depicted on Exhibit "D".

WHEREAS, (i) the New District Property and the New City Property may be collectively referred to as "Properties" or the "Leased Properties", (ii) the District Property and New District Property may be referred to collectively as the "District Properties", and (iii) the City Property and New City Property may be referred to collectively as the "City Properties" in this Lease; and

WHEREAS, the City Property was constructed with certain federal grant monies from the National Park Service ("NPS"), necessitating that both the NPS and Nevada State Park Service ("NSPS") review and approve the park conversion prior to the Properties being conveyed. NPS and NSPS have not approved the final conversion; and

WHEREAS, the Properties have been constructed with a new middle school and a new park which are prepared to open to the community; however the Properties are still under the original ownership whereby the District still has ownership of the New City Property and the City still has ownership of the New District Property because NPS and NSPS have not approved the park conversion. The Parties have been apprised that the required NPS and NSPS approvals will take a significant amount of time; and

WHEREAS, until the Properties have been exchanged, the Parties want to enter into this Lease; and

WHEREAS, the Parties desire to enter into this Lease in order for the City to operate the new park on the New City Property and for the District to operate the new school on the New District Property during the period that the Parties are waiting for NPS and NSPS to approve the park conversion.

NOW, THEREFORE, and in consideration of the mutual terms, conditions, and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1. Purpose. The purpose of this Lease is to set forth the terms and conditions whereby the Parties will lease the Properties for the purposes set forth above.

Section 2. Authorization. The Parties are authorized to enter into this Lease pursuant to NRS 277.050, NRS 277.053 and NRS 393.140.

Section 3. Mutual Benefit. The Parties mutually agree that leasing of the Properties is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Lease.

Section 4. Property.

4.01 The property to be leased by the City to the District is the New District Property, more particularly described as the real property located at 1900 East Tonopah Avenue, North Las Vegas, NV 89030, Assessor's Parcel Number 139-23-801-002, in the County of Clark, State of Nevada, as more particularly described on Exhibit "D" attached to this Lease and incorporated herein by this reference.

4.02 The property to be leased by the District to the City is the New City Property, more particularly described as the real property located at 1301 East Tonopah Avenue, North Las Vegas, NV 89030, Assessor's Parcel

Number 139-23-801-001, in the County of Clark, State of Nevada, as more particularly described on Exhibit "D" attached to this Lease and incorporated herein by this reference.

4.03 The Parties have had the full opportunity to inspect and approve the condition of the Leased Properties, and accept the Leased Properties in their current condition, "AS-IS", "where is" and with all faults. The Parties acknowledge that there are no other improvements of any type, which are not present in the Leased Properties, as they exist on the Effective Date. The Parties further acknowledge that the Leased Properties, in their current condition, are satisfactory for engaging in the Permitted Use set forth in Section 5.01.

Section 5. Permitted Use.

5.01 Permitted Use. The Parties shall continue to use the Leased Properties for their intended uses, a middle school and a park ("Permitted Use"). The Parties shall not (a) use the Leased Properties for any other purpose; (b) permit any other use on the Leased Properties by a third party; or (c) permit the Leased Properties to be used for any immoral, unlawful, or objectionable purposes, as determined by the Parties, in their sole discretion. The Parties shall not cause, maintain, or permit any nuisance on the Leased Properties. The Parties shall not commit or permit any waste on the Leased Properties, and shall comply with all laws, statutes, ordinances, rules, regulations, or requirements of any kind relating to the Permitted Use.

5.02 Hazardous Materials Prohibited. Except as required by the Permitted Use, the Parties shall neither use the Leased Properties nor permit the Leased Properties to be used for storing, disposing of, or treating any hazardous substances, hazardous waste, regulated substances, radioactive waste, or solid waste as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 61 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; NRS Chap. 444; and NRS Chap. 459.

5.03 Encumbrances. The Parties shall keep the Leased Properties free and clear from any liens or encumbrances other than those that exist as of the Effective Date.

5.04 Violation. Any violation of this Section is a material breach of the Lease. Therefore, this Lease shall automatically terminate upon violation of this Section without further action by the violating Party.

Section 6. Term.

6.01 Term. This Lease shall commence on the Effective Date and shall terminate on the earlier of the (i) the date two years after the Effective Date or (ii) the date thirty days after District receives notification from City that NPS has approved the park conversion; City will provide this notice to District to terminate Lease when City receives written confirmation from NPS that NPS and NSPS approve the park conversion ("Term"). After City provides this notice to District, the City will record a deed conveying New District Property to District and District will record a deed conveying New City Property to City.

Section 7. Right to Enter.

7.01 Parties Right to Enter. Each Party shall have access to the Leased Properties (a) to examine or inspect the condition of the Leased Properties, (b) to determine if either Party is in compliance with this Lease, or (c) in the case of an emergency.

7.02 Notice of Inspection. To the extent practicable, either Party shall provide at least ten (10) calendar days' notice of any inspection, except in cases of emergency. The Party's Right of Entry: Either Party and its authorized

agents and representatives may access the Leased Properties at any time for any lawful and reasonable purpose. Without limiting the generality of the foregoing, each Party and any furnisher of utilities and other services shall, at their own cost, maintain existing and future utility, mechanical, electrical, and other systems and to enter upon the Leased Properties at all times to make repairs, replacements, or alterations thereto that may, in the opinion of either Party, be deemed necessary or advisable and from time to time to construct or install over, in, or under the Leased Properties' systems or parts thereof and, in connection with maintenance, use the Leased Properties for access to other parts in and around the Leased Properties; provided that in the exercise of the right of access, repair, or alteration, either Party shall not unreasonably interfere with the use and occupancy of the Leased Properties. Exercise of any of the foregoing rights by either Party or others pursuant or either Party's rights shall not constitute an eviction of either Party, nor be made the grounds for any claim for damages.

Section 8. Insurance.

8.01 City shall procure and maintain during the Term insurance against claims for injuries to persons or damages to personal property, which may arise from or in connection with City's operation and use of the New District Property under this Lease. The cost of such insurance shall be borne by City.

8.01(a). Commercial General Liability Insurance (and/or excess umbrella liability) with a minimum limit per occurrence of One Million dollars (\$1,000,000.00). Policy must include District as additional insured.

8.01(b) Automobile Insurance (and/or excess umbrella liability) for all owned, non-owned, and hired vehicles in an amount not less than One Million dollars (\$1,000,000.00), combined single limit, with no additional exclusions.

8.01(c) Statutory Workers' Compensation/Employer's Liability Insurance in compliance with NRS Chapters 616A to 616D. Employer's liability shall be in the amount of not less than One Million dollars (\$1,000,000.00).

City may also satisfy the above referenced insurance requirements with self-insured coverage. For any losses/claims related to this Lease, City's insurance coverage shall be primary insurance as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess to City's insurance and shall not contribute with City's insurance. If any coverage required is written on a claims-made coverage form: (i) the retroactive date must be shown, and this date must be before the execution date of the insurance contract; (ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after termination of the Lease; and (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the insurance contract effective date, City must purchase extended reporting period coverage for a minimum of five years after termination of Lease.

8.02 District shall procure and maintain during the Term insurance against claims for injuries to persons or damages to personal property, which may arise from or in connection with District's operation and use of the New City Property under this Lease. The cost of such insurance shall be borne by District.

8.02(a). Commercial General Liability Insurance (and/or excess umbrella liability) with a minimum limit per occurrence of One Million dollars (\$1,000,000.00). Policy must include City as additional insured.

8.02(b) Automobile Insurance (and/or excess umbrella liability) for all owned, non-owned, and hired vehicles in an amount not less than One Million dollars (\$1,000,000.00), combined single limit, with no additional exclusions.

8.02(c) Statutory Workers' Compensation/Employer's Liability Insurance in compliance with NRS Chapters 616A to 616D. Employer's liability shall be in the amount of not less than One Million dollars (\$1,000,000.00).

District may also satisfy the above referenced insurance requirements with self-insured coverage. For any losses/claims related to this Lease, District's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess to District's insurance and shall not contribute with District's insurance. If any coverage required is written on a claims-made coverage form: (i) the retroactive date must be shown, and this date must be before the execution date of the insurance contract; (ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after termination of the Lease; and (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the insurance contract effective date, District must purchase extended reporting period coverage for a minimum of five years after termination of Lease.

Section 9. Limitation of Liability/Indemnification

9.01 Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41.

9.02 City shall hold harmless the District, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the City's activities on the New City Property under this Lease. City agrees to hold harmless the District's governing board, its agents, officers, and employees from any claim, demand, action, or cause of action arising out of City's activities on the New City Property under this Lease. Notwithstanding the foregoing, City shall not be required to defend, hold harmless, or indemnify District from any liability for injury, loss, accident, or damage to any person or property resulting from the District's negligence or willful acts or omissions, or those of District's members, managers, officers, agents, contractors, or employees.

9.03 District shall hold harmless the City, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the District's activities on the New District Property under this Lease. District agrees to hold harmless City's governing board, its agents, officers, and employees from any claim, demand, action, or cause of action arising out of District's activities on the New District Property under this Lease. Notwithstanding the foregoing, District shall not be required to defend, hold harmless, or indemnify City from any liability for injury, loss, accident, or damage to any person or property resulting from the City's negligence or willful acts or omissions, or those of City's members, managers, officers, agents, contractors, or employees.

Section 10. Default and Remedies

10.01 Default. The occurrence of any one or more of the following events constitutes a material default and breach of this Lease.

10.01(a) Either Party fails to observe any provision of this Lease.

10.01(b) Either Party abandons either of the Leased Properties or is absent from either of the Leased Properties for three (3) or more continual months.

10.01(c) Either Party becomes insolvent.

10.02 Parties' Remedies. In the event of a Party's breach of this Lease either Party may, in its sole discretion, seek to obtain injunctive relief to enforce the terms of this Lease in accordance with the laws of the State of Nevada.

10.03 Remedies Cumulative. The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

Section 11. Maintenance and Condition.

11.01 Maintenance. The Parties shall keep the Leased Properties clean, safe, and in good order during the Lease, ordinary wear and tear accepted. The Parties shall pay for all damage to the Leased Properties for which they are responsible and repairs required due to any act or negligence of the Parties, its officers, directors, employees, agents, contractors, licensees, invitees or others. The Parties are responsible for all repair and maintenance to the respective Leased Properties they are leasing.

11.02 Loss or Damage. Unless caused by the willful misconduct of the Party, either Party shall not be liable for any loss, damage, or theft of any property of the other or others kept or stored in or about the Leased Properties. The Parties acknowledges that it is their responsibility to insure their own respective Properties and any related improvements on their Properties.

Section 12. Notices. All notices, demands, requests, consents, approvals, or other communications, for the purposes of this Section collectively called "Notices", required or permitted to be given hereunder or which are given with respect to this Lease shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid to the following addresses, until a notice of change thereof shall have been delivered as provided in this Section 11:

District Representative:	Clark County School District Real Property Management Attn: Linda Perri, Director 1180 Military Tribute Place Henderson, Nevada 89074 Office: (702) 799-5214
With a copy to:	Clark County School District Office of General Counsel Attn: General Counsel 5100 W. Sahara Avenue, 3 rd Floor Las Vegas, Nevada, 89146 Office: (702) 799-5373
With a Copy to:	J.D. Smith Middle School Attn: Principal 1900 E. Tonopah Avenue North Las Vegas, NV 89030
City Representative:	City of North Las Vegas Attn: Lorena Candelario, SR/WA, Manager Real Property and Housing Services 2250 S. Las Vegas Boulevard, Suite #208 North Las Vegas, Nevada 89030 Office: (702) 633-1232
With a Copy to:	City of North Las Vegas Attn: City Attorney's Office, Andy Moore 2250 S. Las Vegas Boulevard, Suite 810 North Las Vegas, NV 89030 Office: (702) 633-2024

With a copy to:

City of North Las Vegas
City Clerk's Office
2250 Las Vegas Boulevard, Suite 800
North Las Vegas, NV 89030
Office: (702) 633-1031

Section 13. General Provisions.

13.01 Successors. This Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.02 Assignment. Neither Party shall sublet any interest in this Lease, or any right in the Leased Properties. This Lease is specific to the Parties and may not be transferred or assigned in any manner, without the Parties' prior written approval. The Parties shall not assign or transfer this Lease or any rights hereunder nor shall the Parties mortgage, pledge, hypothecate, or encumber the rights granted herein without the prior written consent of the other Party, nor shall this Lease inure to the benefit of any trustee in bankruptcy, receiver or other successor of the Party, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Lease without such written consent shall be null and void and of no force or effect. This Lease shall be binding upon the Parties hereto and their respective heirs, successors and assigns.

13.03 Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Lease by a Party hereto or the failure of a Party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right, or of any other provision or right, unless such Party expressly waives such provision or right in writing.

13.04 Partial Invalidity. If any term, provision, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions of this Lease, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect.

13.05 Entire Agreement. This Lease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Lease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Lease or in any written, properly executed amendment to this Lease shall be binding upon the Parties as a warranty or otherwise.

13.06 Time of Essence. Time is of the essence in the performance of this Lease and all terms, provisions, covenants, and conditions hereof.

13.07 Further Assurances. The Parties shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other Party to effectuate the transactions contemplated by this Lease, provided that such further assurances are provided by each Party at no additional cost to such Party and are otherwise consistent with the terms and intent of this Lease.

13.08 Construction. This Lease shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation of this Lease.

13.09 Compliance with Law. Each Party, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating to use of the Leased Properties. The Parties shall not make or permit any waste on or in the Leased Properties, or any nuisance or use which might interfere with the enjoyment of other persons in the general area of the Leased Properties.

13.10 Effect of Agreement Termination. In the event this Lease is terminated, all rights and obligations of the Parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

13.11 Headings; Exhibits; Cross-References: The headings and captions used in this Lease are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Lease. All exhibits attached to this Lease and the recitals at the front of this Lease are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Lease unless otherwise defined in such exhibit. All references in this Lease to sections and exhibits shall be to sections and exhibits of or to this Lease, unless otherwise specified.

13.12 Breach; Cancellation: In the event of any breach of any representation contained herein or other default by either Party in the performance of any term or condition of this Lease ("Event of Default"), the non-breaching Party may, after five (5) business days prior written notice to the other Party, and provided the breach is not cured by the non-breaching Party during that five (5) business day period, to seek injunctive relief as to such Default..

13.13 No Partnership: Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Parties. No provision of this Lease, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than the relationship of this Lease. This Lease is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Lease.

13.14 No Real Property Interest: It is expressly understood that this Lease is merely a contractual right and does not in any way whatsoever grant or convey any permanent easement, fee, or other interest in the Leased Properties. This Lease is not exclusive.

13.15 Non-Liability of Officials and Employees: No official or employee of either Party hereto shall be personally liable to either Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of this Lease.

13.16 Recording: The Lessor shall record this Lease in the Official Records.

13.17 Amendments: This Lease may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Lease shall have no force or effect and shall not be relied upon by any of the Parties.

13.18 Counterparts: This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

13.19 Governing Law and Venue: 12.01 Nevada and County Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Lease,

without regard to conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Lease.

13.20 Severability: In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

13.21 Termination: This Lease will be automatically terminated upon the completion of the conveyance or ownership transfer of the Properties.

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Please indicate acceptance of these terms by signing in the space provided below and returning the signed original to the Clark County School District, Real Property Management Department, Attn: Director, 1180 Military Tribute Place, Henderson, Nevada 89074.

Signature Page

CLARK COUNTY SCHOOL DISTRICT

Jeff Wagner,
Chief of Facilities

Date

ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Jeff Wagner, Chief of Facilities of the Clark County School District.

Notary Public

Approved As To Form Only:

Luke Puschnig
District General Counsel

Date

[SIGNATURES APPEAR ON FOLLOWING PAGES]

PASSED, ADOPTED and approved this _____ day of _____, 2021.

CITY OF NORTH LAS VEGAS
a Nevada municipal corporation

John Lee, Mayor,

Date

ATTEST:

Marie E. Purcell, CMC, Acting City Clerk

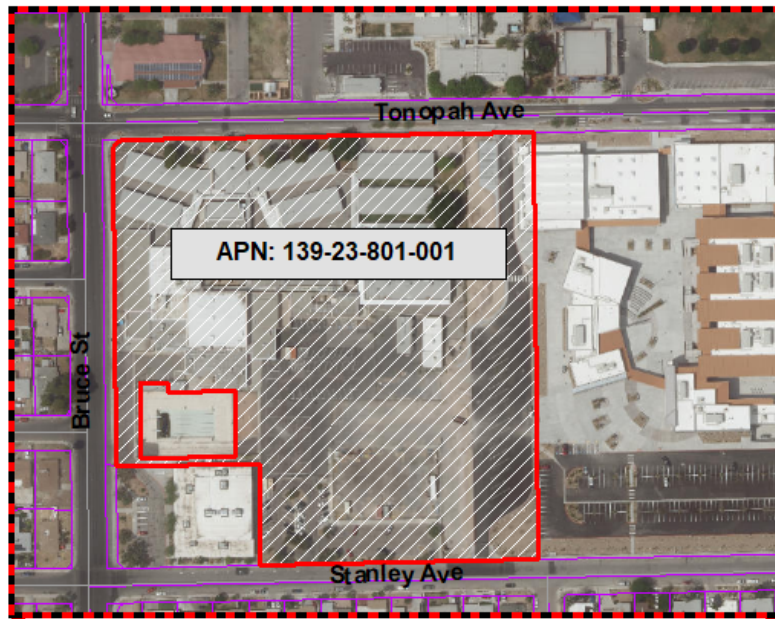
Date

APPROVED AS TO FORM:

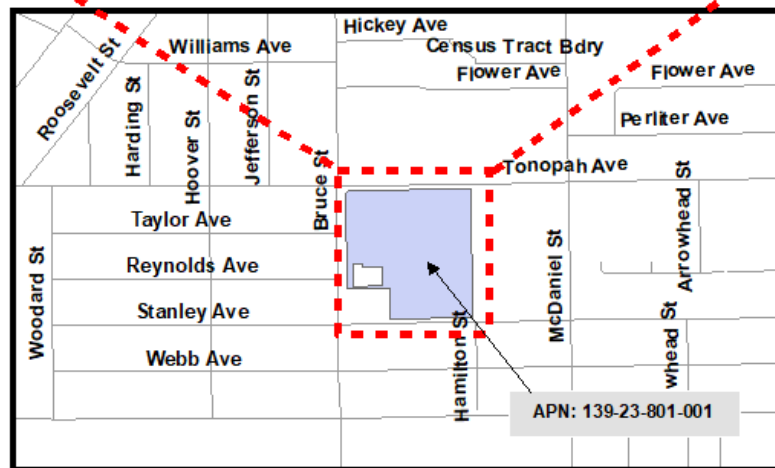
Micaela Rustia Moore, City Attorney

Date

EXHIBIT A
District Property



Site Map

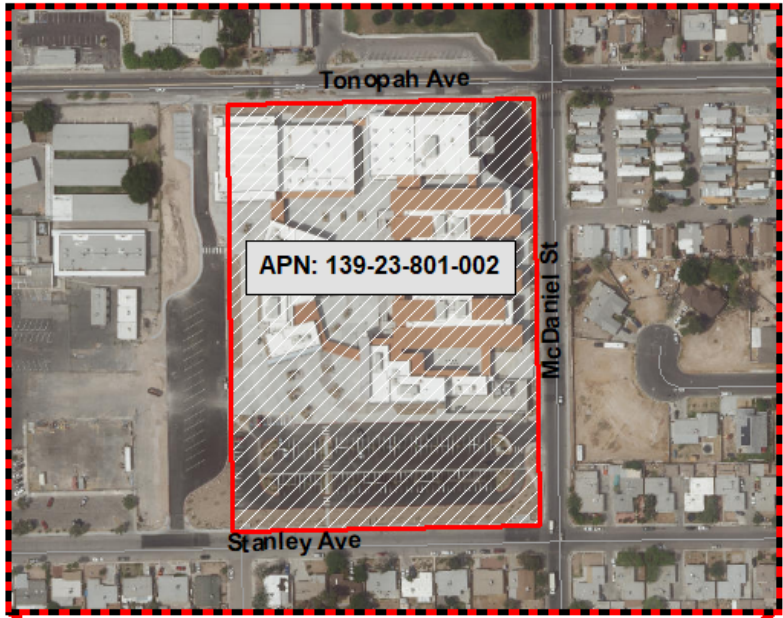


Location Map

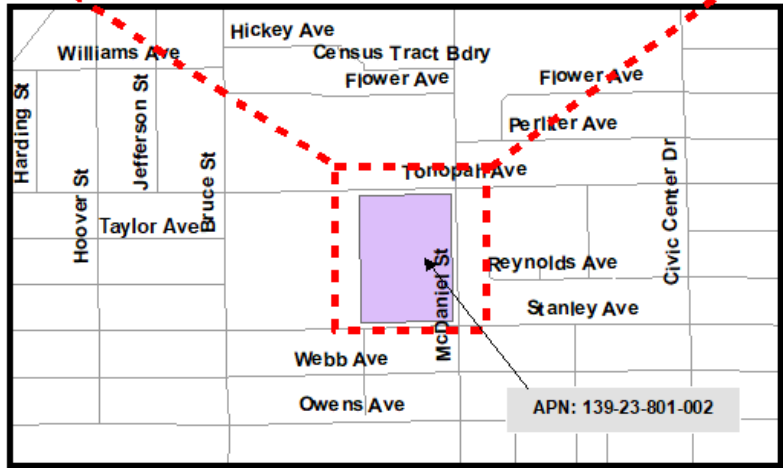


GROUND LEASE AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR J. D. SMITH MIDDLE SCHOOL AND HARTKE PARK (RPM#: 555)

EXHIBIT B
City Property



Site Map



Location Map



GROUND LEASE AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR J. D. SMITH MIDDLE SCHOOL AND HARTKE PARK (RPM#: 555)

EXHIBIT C

Interlocal Agreement for the Exchange of Real Property

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY SCHOOL DISTRICT
AND
CITY OF NORTH LAS VEGAS
FOR
EXCHANGE OF REAL PROPERTY**

This Interlocal Agreement ("Agreement") dated this 1st day of August, 2018 ("Effective Date"), is made by and between the Clark County School District, a political subdivision of the State of Nevada ("District"), and the City of North Las Vegas, a Nevada municipal corporation ("City"). The District and City hereinafter may be referred to individually as the "Party" or collectively, as the "Parties."

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS 277.050, without a vote of the electors of a public agency first being had, the governing body of the agency may exchange to another public agency any real property belonging to it; and

WHEREAS, pursuant to NRS 277.053 a governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

WHEREAS, pursuant to NRS 393.140 the Clark County Board of School Trustees ("Board") has the power by exchange, purchase, lease or otherwise to acquire any school site or other real property for necessary school purposes; and

WHEREAS, District owns approximately 10.33 total acres of developed real property located at 1301 East Tonopah Avenue, North Las Vegas, Nevada, also known as Assessor's Parcel Number 139-23-801-001, and more commonly known as the existing J.D. Smith Middle School, as depicted in Exhibit "A" ("District Property"); and

WHEREAS, City owns approximately 8.74 acres of real property located at 1900 East Tonopah Avenue, North Las Vegas, Nevada, also known as Assessor's Parcel Number 139-23-801-002, and more commonly known as the existing Hartke Park, as depicted in Exhibit "B" ("City Property"); and

WHEREAS, on February 2, 2018, the Board quitclaimed its interest to City, and the City accepted such conveyance at no cost to City, in approximately 0.42 acres of real property located at 1700 North Bruce Street, North Las Vegas, Nevada, also known as Assessor's Parcel Number 139-23-801-003, as recorded in instrument 2019022-0001704, and more commonly known as the location of the pool associated with City's Neighborhood Recreational Center, as depicted in Exhibit "C" ("Pool Property"); and

WHEREAS, District has determined, through its Facility Index Condition process, that the cost of repairs for District Property is almost the same as the overall value of the buildings, which necessitates that the existing buildings be demolished, and a new middle school be constructed to provide a better learning facility for students; and

WHEREAS, City has determined that new and improved park amenities and facilities, including, but not limited to, new turf, shade structures, sports courts, playground, and a splash pad, will better meet the needs of the community; and

WHEREAS, to better serve the community, the Parties desire to exchange land, at the conclusion of which the District will own +/- 10.14 acres ("New District Property") which will be improved with a new J.D. Smith Middle School, and City will own +/- 9.36 acres, including the Pool Property ("New City Property"), which will be improved with a new Hartke Park, as depicted in Exhibit "D" (New District Property and New City Property are collectively referred to as "Properties"); and

WHEREAS, the District Property and New District Property may be referred to collectively as the "District Properties" and the City Property and New City Property may be referred to collectively as the "City Properties" in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to exchange the Properties for the purpose of setting forth the respective obligations of the Parties in connection with the land transfer.

NOW, THEREFORE, and in consideration of the mutual terms, conditions and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **PURPOSE.** The purpose of this Agreement sets forth the terms and conditions whereby the Parties will exchange property for the purposes set forth above. This Agreement also allows the Parties, their employees, authorized agents, and contractors to enter upon the Properties, as set forth in this Agreement, to plan, design, facilitate the demolition and construct the New District Property and New City Property prior to the recordation of the parcel map.
2. **AUTHORIZATION.** The Parties are authorized to enter into this Agreement pursuant to NRS 277.180, NRS 277.050, NRS 277.053, and NRS 393.140.
3. **PROJECT.** District's proposed J.D. Smith Middle School and Hartke Park Replacement Project ("Project") consists of two phases and will be at no cost to the City. Phase 1 consists of the demolition of City Property and construction of a new J.D. Smith Middle School opening for the 2019-2020 school year ("Construction Phase 1"). Upon completion and relocation to the New District Property, Phase 2 will begin which will consist of the demolition of the existing District Property and construction of the New City Property ("Construction Phase 2").
4. **TIME OF ESSENCE.** Time is of the essence with respect to each and every portion of

this Agreement. In that regard, the District requests to begin Construction Phase 1 on or after April 2, 2018 in order to have the new J.D. Smith Middle School open for the 2019-2020 school year, and the City requests completion of the new Hartke Park for public use starting April 2, 2020.

5. **MUTUAL BENEFIT.** The Parties mutually agree that the land exchange subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

6. **LICENSE TO ENTER.** City agrees to permit District, including any employee, contractor or authorized agent and representative of District, to enter City Properties on a non-exclusive basis at any time for any lawful and reasonable purpose related to the performance of District's obligations under this Agreement and for the purposes of the Project. District agrees to permit City, including any employee, contractor or authorized agent and representative of City, to enter District Properties on a non-exclusive basis at any time for any lawful and reasonable purpose related to the performance of District's obligations under this Agreement. It is hereby agreed and understood that this Section 6 creates merely a revocable license and that no right, title, estate or interest in or to the Properties is granted or intended to be granted by this Section 6.

7. **CONDITIONS PRECEDENT TO CONSTRUCTION PHASE 1.**

7.1. **FEDERAL GRANTS.** City has received certain federal grants from the National Parks Service ("NPS") under the Land and Water Conservation Fund (36 CFR Part 59) and Urban Park and Recreation Recovery program assistance (36 CFR Part 72) (collectively "Federal Grants") for improvements made to Hartke Park. The Parties agree and understand that any property improved with these Federal Grants may not be converted without the review and approval of NPS and its funding recipient, Nevada State Parks ("NSP").

7.2. **REQUEST FOR PERMISSION TO CONVERT.** The Parties shall work together to submit in a timely manner a formal request for permission to convert Hartke Park to NSP via a completed Proposal Description and Environmental Screening Form ("PDESf"). Parties shall cooperate to the fullest extent possible to complete and facilitate a timely submittal of the PDESf form, including, in a timely manner, providing any supplemental information requested by NPS and NSP. District shall pay for any required environmental assessments of the District Property and City Property. Parties understand that the demolition of the existing J.D. Smith Middle School buildings will also require review and concurrence from the State Historic Preservation Officer ("SHPO") in accordance with Section 106 of the National Historic Preservation Act ("Section 106 Review"). District shall pay for all costs associated with the Section 106 Review. Parties understand that J.D. Smith Middle School is eligible to be placed on the National Register of Historic places and, as such, the Parties will cooperate in completing all requirements for NPS and NSP in that regard, including a Memorandum of Understanding between the Parties and/or NPS and NSP.

7.3. **CONDITIONAL APPROVAL.** Upon conditional approval from SHPO, NPS, and NSP of the conversion, District may begin Construction Phase 1 improvements. The existing J.D. Smith Middle School building may not be demolished until completion of

Section 106 Review and upon final approval to proceed with the conversion from NPS and NSP.

8. CONDITIONS CONCURRENT TO CONSTRUCTION PHASE 1 AND CONSTRUCTION PHASE 2.

- 8.1. **ENTITLEMENTS.** District shall obtain through the planning process all necessary entitlements, planning review and approval for all improvements on the New District Property and New City Property, albeit the New District Property will not require review and inspection by the City's Building Department. District shall submit for a Zone Change and Use Permit application as the applicant. District and City shall sign the applications as the respective owners of the Properties.
- 8.2. **CIVIL OFFSITE APPROVALS.** Except as otherwise stated in this Agreement, District, at its own cost, shall plan, design and construct all off-site improvements within the City's right-of-way immediately adjacent to the Properties. The proposed off-site improvement package shall be submitted to City for review, inspection, and approval. City shall expeditiously review all of the design submittals and inspection requests for the Project. This submittal of the off-site improvements is separate from the entitlements and other submittals related to the New City Property.
- 8.3. **DESIGN STANDARDS.** Within fifteen (15) business days from the Effective Date City shall provide District with design standards for the new Hartke Park, including minimum requirements for park facilities, irrigation systems, restroom buildings, and proposed splash pad.
- 8.4. **NEW HARTKE PARK APPROVALS.** District shall submit all improvements associated with the New City Property, including fencing of the park to be approved by NPS and NSP, to City for typical sign off and approvals. All approvals and inspections for the New City Property will go through the City's Public Works Department ("Public Works"). Public Works shall coordinate with all other City Departments as necessary. District and City shall plan and design the New City Property and District shall submit all required plans to Public Works for approval. The Parties understand that this submittal will likely take place after construction of the New District Property has commenced.
- 8.5. **PARCEL MAP.** Prior to transfer of ownership and recordation of the deeds for the New District Property and New City Property, the Parties will file for a parcel map in order to subdivide the Properties. The Pool Property shall be merged with the New City Property via the parcel map process, as depicted in Exhibit "D-2". The District will submit application for the parcel map and pay for all associated costs. The parcel map will process concurrently with construction of the New District Property. The Parties understand that recordation of the parcel map will occur after commencement of construction of New District Property.
- 8.6. **DEEDS.** Upon completion of the parcel map process described in Section 8.5, the Parties, at their own cost, will prepare, approve, execute and record deeds conveying their respective property.

8.7. **HARTKE PARK EVENTS.** Parties agree that scheduled events will take place at Hartke Park up to and including March 30, 2018. Parties shall cooperate to the fullest extent possible to find suitable alternate locations for sports activities and events scheduled to take place on City Property during the course of the Project. To that extent, the Parties shall timely enter into a separate agreement to address the relocation of events. The agreement will be approved by both the Board and the North Las Vegas City Council.

9. **NEW HARTKE PARK.**

9.1. **ACREAGE.** It is the intention of the Parties that upon completion of the requirements stated in this Agreement that the New City Property will be +/- 9.36 acres. However, under no circumstances will the New City Property be less than +/- 9.16 acres.

9.2. **OBLIGATIONS.** Upon the City's inspection of the New City Property for conformance with the requirements stated herein and relevant City Code, the City will issue a written notice of final acceptance of the New City Property to the District ("Final Acceptance"), after which any and all obligations related to the New City Property, including but not limited to, maintenance, operation, custodial work and separately metered utilities, shall be the sole responsibility of the City.

9.3. **LIABILITY.** Upon Final Acceptance, City shall assume any and all liabilities associated with the New City Property.

9.4. **COMMUNITY ACCESS.** Upon Final Acceptance, District shall not impair the community's sufficient access to new Hartke Park.

10. **JOINT USE AGREEMENT REGARDING NEW HARTKE PARK AND NEW DISTRICT PROPERTY.** Parties shall cooperate to the fullest extent possible so that students enrolled at the new J.D. Smith Middle School have sufficient and safe access to agreed upon facilities on the New City Property during school hours. Similarly, Parties shall cooperate to the fullest extent possible so that patrons of the New City Property have sufficient and safe access to agreed upon facilities on the New District Property. To that extent, Parties shall timely enter into a separate agreement to address joint use of the New City Property.

11. **REPRESENTATIONS AND WARRANTIES MADE BY THE PARTIES.** The Parties hereby represent and warrant the following:

11.1. The District represents it has good and marketable fee simple title to District Property and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The City represents it has good and marketable fee simple title to City Property and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. Neither Party will take any action prior to the completion of the parcel map process and transfer of title, which would adversely affect title to their respective Properties.

11.2. Neither Party is aware of any violation of any applicable laws, ordinances, rules,

regulations, judgments, orders or covenants, conditions and restrictions, whether federal, state, local or private concerning their respective Properties.

12. **“AS IS” EXCHANGE.** Each Party acknowledges and agrees that the Properties are to be exchanged and conveyed to and accepted by the other Party in an “as is” condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, each Party makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to their Property.

13. **NOTICES.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; (ii) if telecopy, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties’ notice information is set forth below:

District Representative:

Clark County School District
Linda K. Perri, Director
Real Property Management Division
1180 Military Tribute Place
Henderson, Nevada 89074
Phone No.: 702-799-5214
Email: perrilk@nv.ccsd.net

With a copy to:

Clark County School District
Carlos McDade, General Counsel
Legal Department
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, Nevada 89146
Phone No.: 702-799-5373
Email: mcdadcl@nv.ccsd.net

City Representative:

City of North Las Vegas
SR/WA Manager, Lorena Candelario
Real Property and Housing Services
2250 Las Vegas Boulevard North, Suite 208
North Las Vegas, Nevada 89030
Phone No.: 702-633-1232
Email: candelariol@cityofnorthlasvegas.com

With a copy to:

City of North Las Vegas
City Attorney’s Office, Jonathan Winn
2250 Las Vegas Boulevard North, Suite 810
North Las Vegas, Nevada 89030
Phone No.: 702-633-1051
Email: winnj@cityofnorthlasvegas.com

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to Section 15 regarding assignment.
15. **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.
16. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES.** No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.
17. **INSURANCE.** Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes (NRS). Such insurance shall be written by a company licensed by the State of Nevada.
18. **LIABILITY.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages.
19. **BROKERS.** Each Party represents to the other that no broker, finder, or other intermediary hired or employed by is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby.
20. **AMENDMENTS.** This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
21. **FURTHER ASSURANCES.** Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.
22. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.
23. **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 except as otherwise provided in this Agreement.

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

25. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recording of any deed and shall not be deemed merged into such deed.

26. **EFFECTIVE DATE.** For purposes of this Agreement, the Effective Date shall be the date on which the second governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date of the last governing body approval.

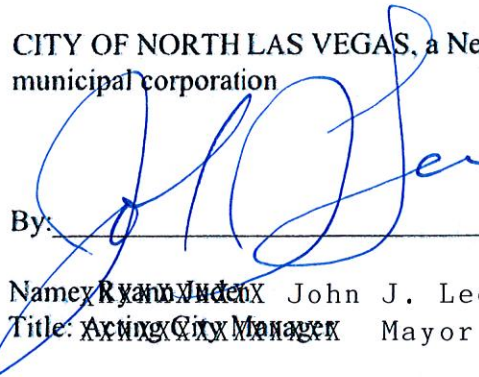
27. **GOVERNING LAW AND VENUE.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada

By: 

Name: Blake Cumbers
Title: Associate Superintendent of Facilities

CITY OF NORTH LAS VEGAS, a Nevada
municipal corporation

By: 

Name: ~~Ryan Under~~ John J. Lee
Title: ~~Acting City Manager~~ Mayor

APPROVED AS TO FORM:

By: 

Name: Carlos McDade
Title: General Counsel

ATTEST:

By: 

Name: Catherine Raynor
Title: City Clerk

APPROVED AS TO FORM:

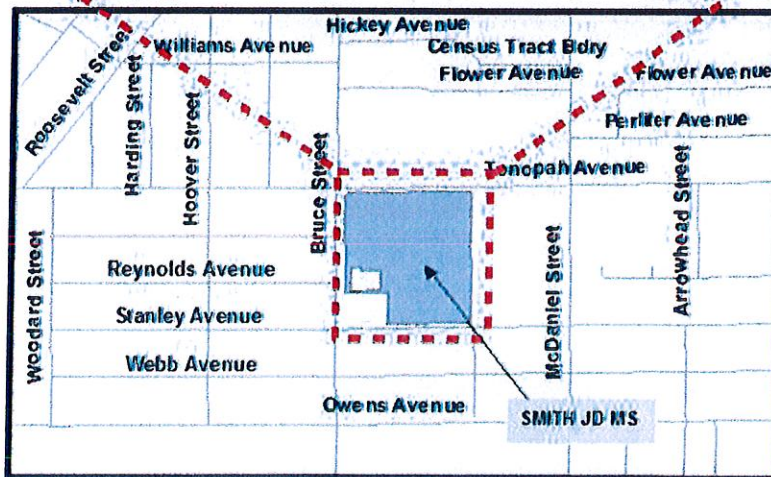
By: 

Name: Micaela Rustia Moore
Title: City Attorney

EXHIBIT A
Depiction of Assessor's Parcel Number 139-23-801-001



Site Map

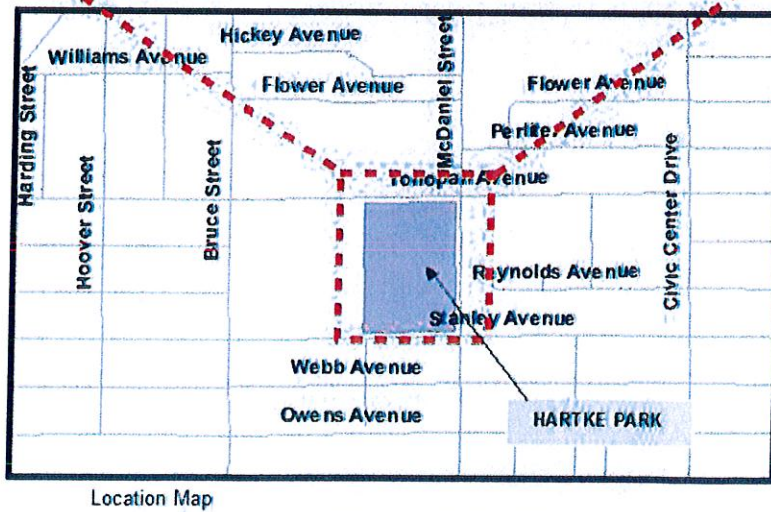
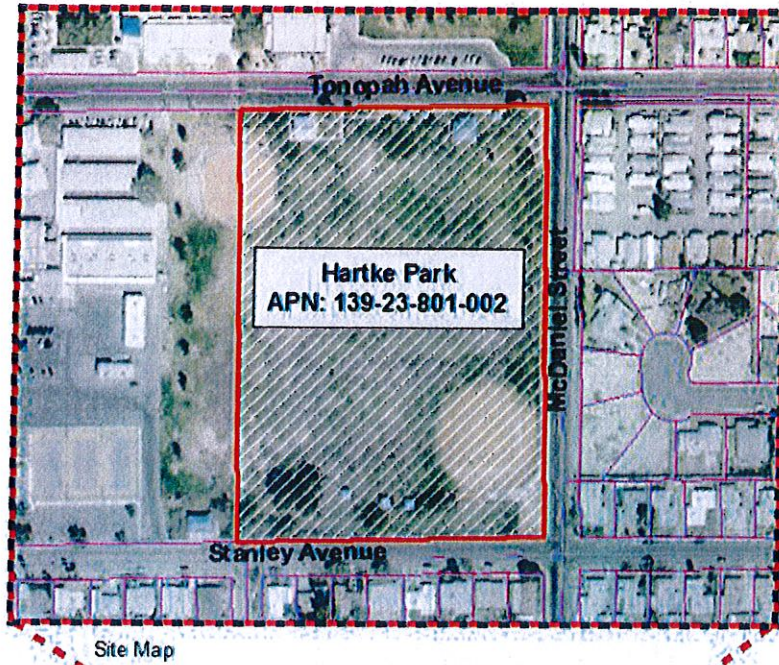


Location Map



INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY SCHOOL DISTRICT
AND CITY OF NORTH LAS VEGAS
FOR EXCHANGE OF REAL PROPERTY

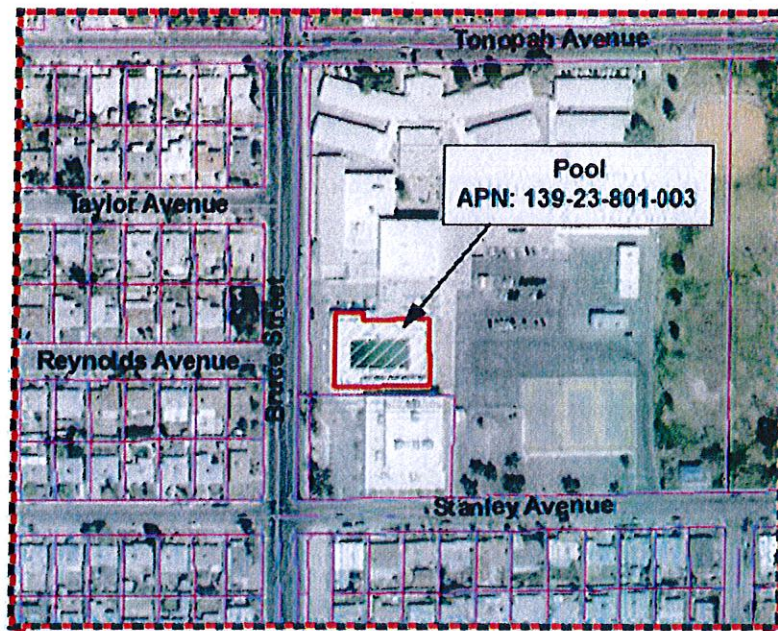
EXHIBIT B
Depiction of Assessor's Parcel Number 139-23-801-002



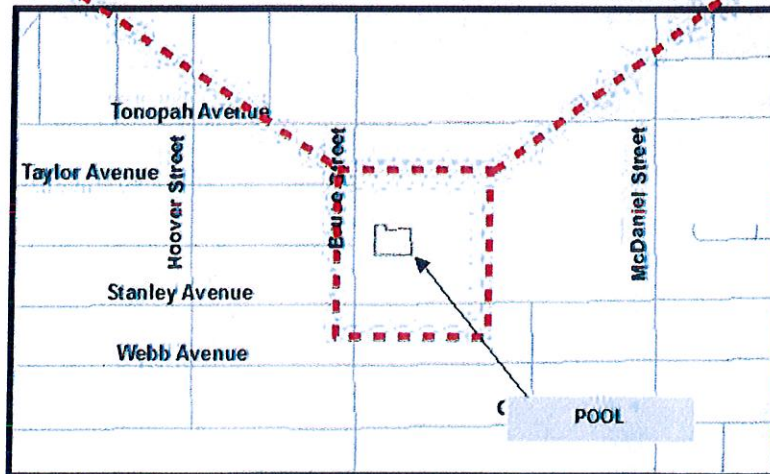
INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY SCHOOL DISTRICT
AND CITY OF NORTH LAS VEGAS
FOR EXCHANGE OF REAL PROPERTY

EXHIBIT C

Depiction of Assessor's Parcel Number 139-23-801-003 and February 2, 2018 Quitclaim Deed from District to City



Site Map



Location Map



INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY SCHOOL DISTRICT
AND CITY OF NORTH LAS VEGAS
FOR EXCHANGE OF REAL PROPERTY

Inst #: 20180202-0001704
Fees: \$0.00
RPTT: \$0.00 Ex #: 002
02/02/2018 11:26:20 AM
Receipt #: 3313285
Requestor:
SCHOOL DISTRICT CLARK COUNT
Recorded By: SAO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN: 139-23-801-003

WHEN RECORDED PLEASE RETURN TO:

Clark County School District
Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the CLARK COUNTY BOARD OF SCHOOL TRUSTEES, a political subdivision of the State of Nevada (Grantor), for valuable consideration, receipt of which is hereby acknowledged, does hereby quitclaim to CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada (Grantee), all the real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" attached hereto and by this reference made a part hereof.

Subject to:

1. Taxes for the fiscal year of 2017-2018
2. Covenants, Conditions, Reservations, Restrictions, Rights, Rights-of-Way, Liens, Easements and Encumbrances recorded or not recorded.

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

Witness my (our) hand(s) this 26th day of January, 2018.

CLARK COUNTY BOARD OF SCHOOL TRUSTEES

By: Blake Cumbers
Blake Cumbers, Associate Superintendent Facilities

Approved to Form Only:

By: Carlos McDade 12/20/17
Carlos McDade, General Counsel Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 26 day of January, 2018 before me the undersigned, a notary public in and for said County and State, personally appeared Blake Cumbers, Associate Superintendent Facilities who acknowledged to me that he executed the above instrument.

WITNESS my hand and official seal.

Gaile C. Ferguson
NOTARY PUBLIC in and for said County and State
My Commission expires: 1.27.2021

SEAL}



EXHIBIT A

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 23, Township 20 South, Range 61 East, M.D.B. & M., Nevada, and more particularly described as follows:

COMMENCING at the Northwest Corner (NW Cor) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 23, Township 20 South, Range 61 East; thence South 0° 21' 47" East, 446.55 feet to a point on the West line of the said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 23; thence North 89° 12' 56" East parallel to the North line of the said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 23, a distance of 92.15 feet to the TRUE POINT OF BEGINNING; thence continuing North 89° 12' 56" East, 46.00 feet to a point; thence South 0° 21' 47" East, 16.00 feet to a point; thence North 89° 12' 56" East, 114.00 feet to a point; thence South 0° 21' 47" East, 110.00 feet to a point; thence South 89° 12' 56" West, 160.00 feet to a point; thence North 0° 21' 47" West, 126.00 feet to the TRUE POINT OF BEGINNING.

mail tax statements to:
City of North Las Vegas
2250 Las Vegas Blvd North
NLV, NV 89030

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 139-23-801-003
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☒ Other Public Building

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property \$ _____

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ _____

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 2

b. Explain Reason for Exemption: Transfer to Government Entity - City of North Las Vegas

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Clark County School District
Address: 1180 Military Tribute Place
City: Henderson
State: NV Zip: 89044

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: City of North Las Vegas
Address: 2250 Las Vegas Boulevard
City: North Las Vegas
State: NV Zip: 89030

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT D

D-1 Current

EXISTING PROPERTY LINE LOCATIONS

SCALE: 1" = 100'-0"

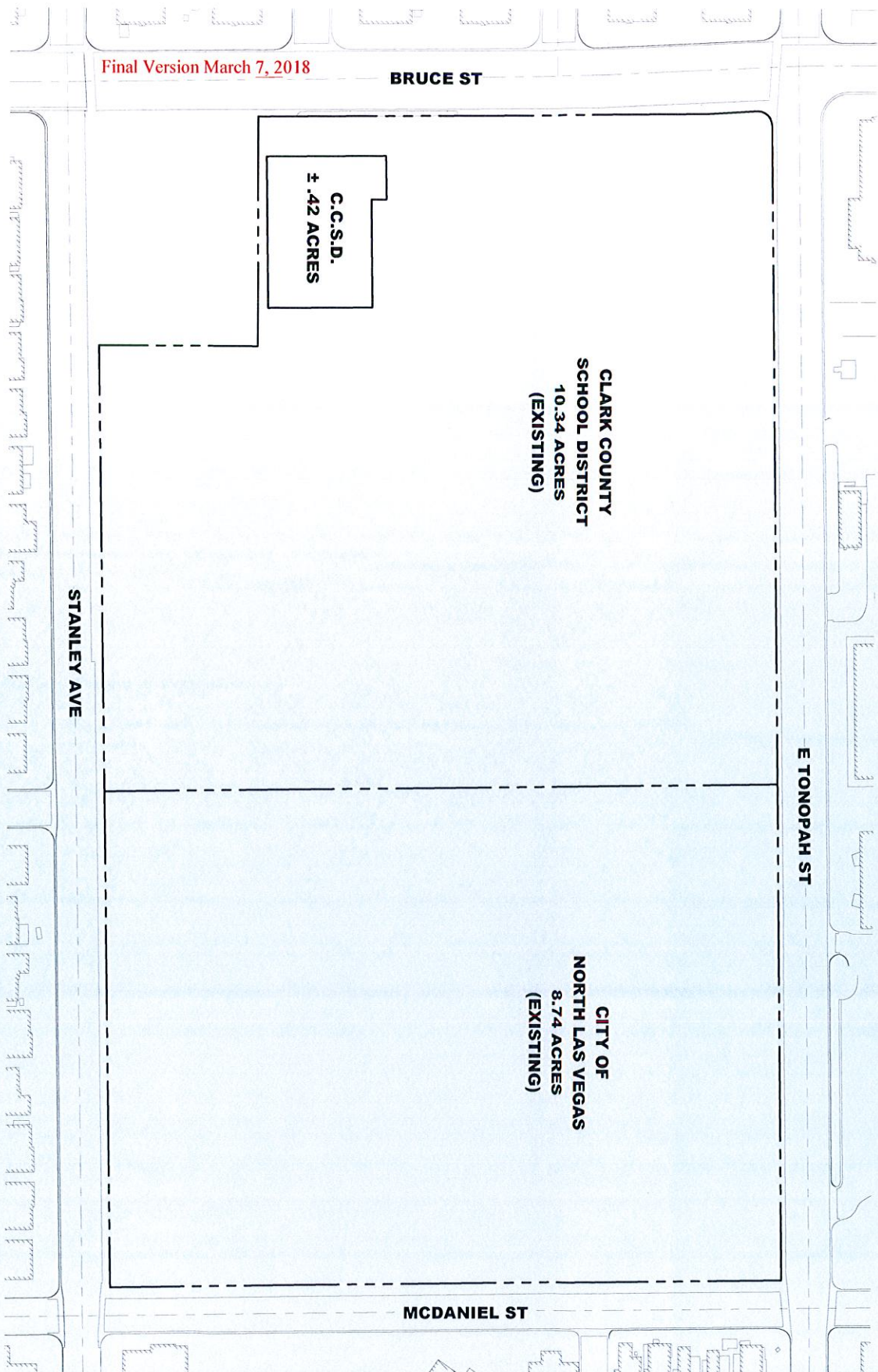


EXHIBIT D

D-2 After Condition

PROPOSED PROPERTY LINE LOCATIONS

SCALE: 1" = 100'-0"

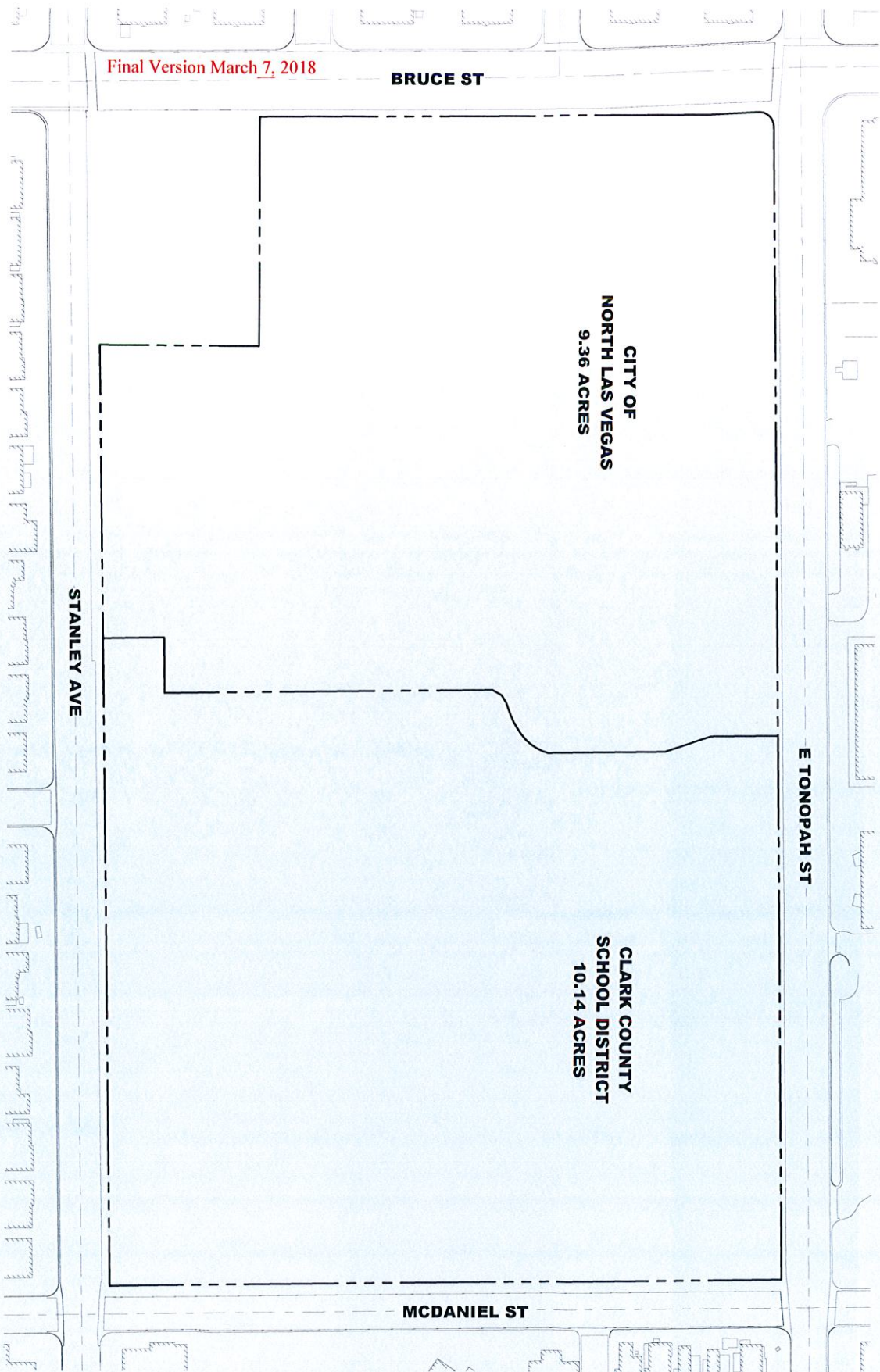
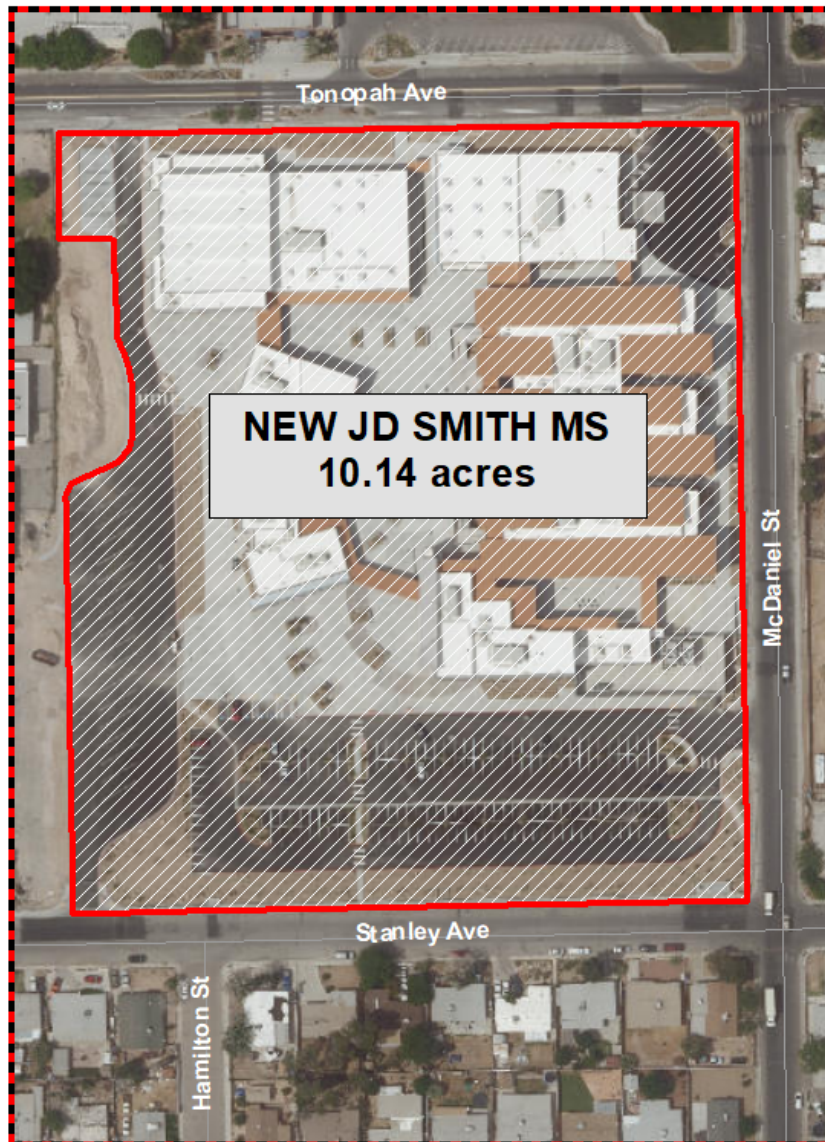


EXHIBIT D
New City Property



GROUND LEASE AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR J. D. SMITH MIDDLE SCHOOL AND HARTKE PARK (RPM#: 555)

EXHIBIT D
New District Property



**GROUND LEASE AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR J. D. SMITH MIDDLE SCHOOL AND HARTKE PARK (RPM#: 555)**