

## REAL PROPERTY PURCHASE CONTRACT

THIS REAL PROPERTY PURCHASE CONTRACT ("Contract") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and REDROCK SOUTHERN BAPTIST CHURCH ("Seller"). The City and Seller are sometimes collectively referred to herein as the "Parties".

This Contract is effective on the last date signed by a party as indicated on the signature pages, so long as the last date signed is no longer than thirty (30) days after signature of the first party (the "Effective Date").

### RECITALS

WHEREAS, Seller is the fee title owner of that certain real property, Assessor's Parcel Number 138-36-201-011 addressed as 5500 Alta Drive, Las Vegas, Clark County, Nevada 89107 (the "Parcel"); and

WHEREAS, the City desires to buy a portion of the Parcel, subject to the approval of the Las Vegas City Council at a duly noticed public meeting, consisting of approximately 1.72 acres, as depicted on Exhibit A (the "Property") for a future City Fire Station; and

WHEREAS, Seller desires to sell the Property and City desires to purchase the Property upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

### ARTICLE 1: AGREEMENT

#### 1.1. PURCHASE AND SALE CONTRACT

For the consideration hereinafter set forth, and subject to the terms, provisions, covenants, and conditions herein contained, Seller hereby agrees to convey, and City hereby agrees to purchase the Property.

#### 1.2. PURCHASE PRICE

The purchase price to be paid by City to Seller for the Property is SIX HUNDRED EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$618,000.00), together with any adjustments, costs, credits, and/or prorations set forth in this Contract, if any (the "Purchase Price"), payable in lawful money of the United States of America.

#### 1.3 ADDITIONAL OBLIGATIONS

A. Seller is to grant to City a perpetual access easement (the "Access Easement") over the area depicted on Exhibit A (the "Access Easement Area") to provide additional access to the future City Fire Station. The form of the Access Easement is depicted in Exhibit B. City shall be responsible for maintaining the Access Easement Area pavement at its sole cost and expense.

B. Seller is to grant to City a perpetual shared parking easement (the "Church Shared Parking Easement") over the parking lots area depicted on Exhibit A (the "Church Shared Parking Easement Area") to allow the Parties to share the existing church parking lot. The form of the Shared Parking Easement is depicted in Exhibit C. Seller shall be responsible at its sole cost and expense for maintaining the Church Shared Parking Easement Area pavement and appurtenances.

C. City is to grant to Seller a perpetual shared parking easement (the "City Shared Parking Easement") over the area parking lot to be constructed by the City as depicted on Exhibit A (the "City Shared Parking Easement Area") to allow the Parties to share the parking lot area to be constructed by the City. The form of the Shared Parking Easement is depicted in Exhibit C. City shall be responsible at its

sole cost and expense for maintaining the parking lot pavement and appurtenances that is to be constructed by the City.

D. City to relocate any existing parking lot lighting fixtures required due to the construction of the Shared Parking Easement Area.

E. City acknowledges that the Property or a portion thereof is encumbered with that certain Land Use Lease between the Seller and the CORE West, Inc. (the "CORE West Staging Agreement"). The CCSO Staging Agreement termination date is August 31, 2024 (the "Staging Agreement Termination Date"). The City will assume the unrecorded CORE West Staging Agreement through the Staging Agreement Termination Date. Any extension of the CORE West Staging Agreement shall be negotiated between CORE West, Inc. and City in the City's sole discretion.

#### **1.4 CITY'S CONDITIONS PRECEDENT TO CLOSING**

A. The Parties acknowledge that the survey work and mapping required to divide the Parcel into two (2) legal parcels will be performed by the City at its sole cost and expense. Seller, as the current Parcel owner, will reasonably cooperate with the City to execute any documents necessary to facilitate the survey and mapping work.

B. The City, with the reasonable cooperation of Seller as the current Property owner and at no cost to Seller, applying for and receiving approval from the applicable jurisdiction and regulatory authorities to rezone the property to the satisfaction of the City for the City's intended use as a City Fire Station.

C. Approval by the Las Vegas City Council at a duly noticed public meeting.

#### **1.5 DEPOSIT**

The City has or will deposit TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) (the "Deposit") which will be credited towards the Purchase Price. The Deposit shall be held in escrow by Escrow Agent during the pendency of this Contract and shall remain refundable to City only due to a default of the Seller in accordance with the terms herein. If the City defaults under the terms of the Contract, the Seller shall retain the Deposit as damages, and Escrow Agent shall promptly pay the Deposit to Seller.

### **ARTICLE 2: ESCROW**

#### **2.1 ESCROW HOLDER**

Seller has or will open an escrow ("Escrow") with Old Republic Title (the "Title Company"), located at 7201 W. Lake Mead Boulevard, Suite 200, Las Vegas, NV 89148, Telephone (702) 313-2088 or (702) 804-7714, Attn: Michele Dowell, dowellteam@ortc.com ("Escrow Officer"), for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof. Seller will cause the Deposit to be transferred to Escrow upon the opening of Escrow.

#### **2.2 CONTINGENCIES**

##### **A. DUE DILIGENCE**

City's obligation to purchase the Property and Seller's obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein ("Contingencies") no later than two hundred and seventy (270) days after the Effective Date of this Contract. ("Due Diligence Period").

##### **B. TITLE**

Promptly after opening Escrow, City shall obtain, at City's expense, a commitment for an owner's policy of title insurance issued by the Title Company with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear



of all liens and encumbrances except: (i) those created by City; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; and (iv) covenants, restrictions, conditions and easements of record. If title to all or part of the Property is unmarketable, as determined by Nevada law with reference to the accepted community Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those anticipated and contemplated by this Contract, City shall have the right to object to such conditions within fourteen (14) calendar days of City's receipt of the Title Commitment. If City so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain Title Company's commitment to issuance at Closing an endorsement therefor within the Due Diligence Period, City shall have the option to terminate this Contract by delivering written notice thereof to Seller and Title Company shall return the Deposit to City without instruction from Seller. At the Close of Escrow, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and City. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the City's obligation to proceed to Close of Escrow under this Contract. The Title Policy shall be in a form reasonably acceptable to City and in the amount of the Purchase Price, showing title to the Property vested of record in City in fee simple, subject only to any matters approved or waived by City, any matters shown on the Survey, if any, and not objected to by City and any other matters that City has approved in writing.

C. If City fails to deliver written notice that the Property is not suitable on or before the expiration of the Due Diligence Period, then the condition of the Property shall be deemed approved by City and City's deposit shall be non-refundable to City subject to any uncured Seller defaults. The Deposit shall apply towards the Purchase Price.

D. Survey. During the Due Diligence Period, City shall have the right to obtain, at City's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by City (the "Survey"). The Survey shall satisfy, if required by City, the most recent Minimum Standard Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein.

E. Survey Notice. If the Survey reveals any exceptions to title or any matters affecting the Property to which City objects ("Survey Exceptions"), City shall notify Seller of such Survey Exceptions not later than fifteen (15) calendar days prior to the expiration of the Due Diligence Period (the "Survey Notice"). If, within the Due Diligence Period: (1) Seller fails to cure any Survey Exceptions referenced in the Survey Notice, or (2) Seller notifies City of Seller's inability or unwillingness to cure such Survey Exceptions referenced in the Survey Notice (collectively, Seller's "Survey Notice Rejection"). City shall have the option to terminate this Contract by delivering written notice thereof to Seller within five (5) calendar days following the expiration of the Due Diligence Period, or waive such Survey Exceptions and proceed to Closing.

F. Environmental Conditions. City shall have the right, and Seller shall provide City access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology, and other conditions of the Property, together with reliance letters of the preparers of such reports as may be required by City ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Property to which City objects (the "Environmental Conditions"), City shall notify Seller of such Environmental Conditions not later than fifteen (15) calendar days prior to the expiration of the Due Diligence Period (the "Environmental Notice"). If, within the Due Diligence Period: (1) Seller fails to cure any Environmental Conditions referenced in the Environmental Notice, or (2) Seller notifies City of Seller's inability or unwillingness to cure such Environmental Conditions referenced in the Environmental Notice (collectively, Seller's "Environmental Notice Rejection", City shall have the option to terminate this Contract by delivering

written notice thereof to Seller within five (5) calendar days following the expiration of the Due Diligence Period, or waive such Environmental Conditions and proceed to Closing.

G. Inspection. Seller shall cooperate in making the Property reasonably available for inspection by City. If City is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, City may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. In the event that City and Seller do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Due Diligence Period, then City shall have the right to terminate this Contract and the Deposit shall be returned to City without further action of Seller.

H. City Indemnity. City shall indemnify, hold harmless, and defend Seller and Seller's, board member, officers, employees, and agents from any and all liability, loss, cost, damage or expense (including actual attorney's fees and costs), of whatsoever nature relating to or in connection with any injury to persons or damage to property, where such injury or damage arises from or relates to the entry upon, occupation, use or inspection of the Property by City, its agents, officers or employees. In addition, City shall keep the Property free from any lien(s) which could arise as a result of the exercise by City of any of its rights under this Section. City shall, at its sole cost and expense, restore the Property to the same condition as existed prior to its entry on to the Property. Notwithstanding anything to the contrary herein, City's duties and obligations under this Section shall survive any termination of this Contract or the transfer of title as provided herein. In no event shall the language in this Subsection constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41.

### **ARTICLE 3: CLOSE OF ESCROW**

#### **3.1 CLOSING**

For purposes of this Contract, the "Closing" shall be deemed to occur as of the date and time that the Grant, Bargain, and Sale Deed is recorded in the Clark County Recorder's Office and the "Closing Date" or "Close of Escrow" shall be the day that the Closing occurs.

#### **3.2 CLOSING DATE**

The Closing Date shall be no later than ninety (90) days after the end of the Due Diligence Period, unless otherwise mutually agreed to by the Parties. City's obligations under this Contract are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of Seller's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or City's use thereof as contemplated herein; (c) the Parties shall have delivered all other documents and other deliveries listed hereof; and (d) the Title Company has irrevocably committed to issue the Title Policy.

#### **3.3. DOCUMENTS AND DELIVERY**

##### **A. SELLER'S DOCUMENTS.**

At least one (1) business day prior to the Closing Date, Seller shall deposit into Escrow:

(1). One (1) original duly executed, acknowledged, and dated Grant, Bargain, and Sale deed in a form suitable for recordation, conveying to City fee simple title to the Property (the "Deed"), which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow, in substantially the form attached hereto as **Exhibit D**; and

(2). One (1) original duly executed, acknowledged and dated Grant of Access Easement in a form suitable for recordation, conveying to City a perpetual access easement over, across, under, and upon the Access Easement Area, which shall be recorded in the Official Records of Clark



County, Nevada on the Close of Escrow, in substantially the form attached hereto as **Exhibit B**; and

(3). One (1) original duly executed, acknowledged, and dated Church Shared Parking Easement in a form suitable for recordation, conveying to City a perpetual shared parking easement over, across, under, and upon the Church Shared Parking Easement Area, which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow, in substantially the form attached hereto as **Exhibit C**; and

(4). One (1) original or copy of the Staging Agreement; and

(5). One (1) originally executed State of Nevada Declaration of Value statement, to accompany the Grant Deed;

(6). One (1) original of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended, duly executed by Seller;

(7). One (1) counterpart signature on the joint escrow instructions between City and Seller, which will be prepared by Escrow Agent consistent with the terms of this Contract ("Joint Escrow Instructions"); and

(8). Such other instruments and documents as may be reasonably requested by the Title Company relating to Seller, to the Property and as otherwise required to transfer the Property to City pursuant to the terms and conditions of this Contract.

#### B. CITY'S DOCUMENTS

At least one (1) business day prior to the Closing Date, City shall deposit into Escrow:

(1). One (1) original duly executed, acknowledged, and dated City Shared Parking Easement in a form suitable for recordation, conveying to Seller a perpetual shared parking easement over, across, under, and upon the City Shared Parking Easement Area, which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow, in substantially the form attached hereto as **Exhibit C**; and

(2). One (1) counterpart signature of the Joint Escrow Instructions;

(3). One (1) original counterpart execution on the State of Nevada Declaration of Value statement signed by Seller and referenced in Paragraph 3.32(A)(4) above;

(4). One (1) copy of the approval by the Las Vegas City Council of this Contract.

(5). All necessary documents as may be necessary to document the creation of the two (2) legal parcels consistent with the terms and conditions of the transaction contemplated in this Contract; and

(6). Such other instruments and documents as may be reasonably requested by Escrow Holder as otherwise required to transfer the Property to City pursuant to the terms and conditions of this Contract.

### 3.4 FUNDS

#### A. TRANSFER

At least one (1) business day prior to the Close of Escrow, City shall deposit (or cause the acquisition funding sources to deposit) into Escrow by wire transfer in an amount which shall equal the remaining balance of the Purchase Price plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Contract. If amounts are sent by check, or other "good funds", rather than wire transfer the checks must clear at least one (1) business day prior to the Closing Date.

#### B. PRORATIONS

There will be no prorations by the Escrow Agent and no pre-paid real property taxes, if

any, will be refunded to Seller. City is exempt from the assessment of real property taxes.

**C. CLOSING COSTS**

The Parties shall equally split any and all closing cost, including the following closing costs: (i) the escrow fee; and (ii) the premium for the Title Policy. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

**3.5 CONDITIONS TO CLOSING**

If any condition precedent set forth in this Article 3 is not satisfied or waived by the party for whose primary benefit it exists upon the Close of Escrow, in addition to any rights and remedies of the parties set forth herein, said benefited party may terminate this Contract by written notice to the other party and the Parties shall have no further obligation to each other under this Contract except for City's obligations which are expressly intended to survive.

**A. CITY'S CONDITIONS.**

- (1). All instruments described in Article 3 have been delivered to the Title Company;
- (2). Title Company is in a position and is prepared to issue to City the Title Policy;
- (3). All representations and warranties made by Seller in Article 5 below shall be true and correct in all material respects as of the Closing Date; and
- (4). Seller shall have performed, observed and complied with all covenants, agreements, and conditions required by this Contract to be performed, observed and/or complied with by Seller prior to, or as of, the Closing Date.

**B. SELLER'S CONDITIONS.**

- (1). All instruments described in Article 3 have been delivered to the Title Company;
- (2). The Purchase Contract has been delivered to the Title Company;
- (3). All representations and warranties made by City hereof below shall be true and correct in all material respects as of the Closing Date; and
- (4). City shall have performed, observed and complied with all covenants, agreements and conditions required by this Contract to be performed, observed and/or complied with by Seller prior to, or as of, the Closing Date.

**3.6. DAMAGE OR DESTRUCTION OF PROPERTY**

Risk of loss to the Property shall be borne by Seller until Close of Escrow provided that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, City may (a) proceed with the transaction with no abatement or reductions of the Purchase Price and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within fourteen (14) calendar days after City has written notice of such damage or destruction. Failure by City to so notify Seller in writing shall constitute an election to proceed with the transaction.

**ARTICLE 4: CITY'S COVENANTS**

**4.1 CITY'S COVENANTS**

City hereby covenants as follows:

**A. NO INTERFERENCE**

City shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to City at the Close of Escrow.



B ADEQUACY OF CITY'S INSPECTION

City agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction, and if City acquires the Property from Seller, City acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. City acknowledges that it is fully capable of evaluating the Property's suitability for City's intended use. City agrees that (i) City shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) City is relying solely upon such inspections, examination, and evaluation of the Property by City in purchasing the Property.

C. AS-IS

The Property is being sold and conveyed hereunder and City agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by Seller except as expressly set forth in Article 5 below.

City acknowledges and agrees that, other than the representations and warranties set forth hereof, Seller makes no representations or warranties, express or implied, as to the Property or the transaction contemplated by this Contract. City acknowledges and agrees that, other than the representations and warranties set forth hereof, no person acting on behalf of Seller is authorized to make (and by the execution hereof, City hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty or promise regarding the Property, the any documents related to the Property or the transaction contemplated herein, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in Article 5 below shall be valid or binding upon Seller. City hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants (other than the representation and warranties set forth in Article 5 hereof), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. City hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

D. RELEASE

Upon the Close of Escrow, other than with respect to a breach of an express representation of Seller as set forth in Article 5 below, City hereby agrees to assume all risks and liabilities related to the property (including as related to the physical/environmental condition of the property, and its value, fitness, use or zoning) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property (including as related to the physical/environmental condition of the Property, and its value, fitness, use, or zoning). Except for a breach of the representations and warranties set forth in Article 5, City hereby waives and releases seller, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees and subsidiaries, from any and all claims, judgments, liabilities, penalties, fines, costs, expenses, demands, losses or damages (including without limitation attorney fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property (including the physical/environmental condition of the Property, and its value, fitness, use, or zoning).

E. INDEMNITY

Upon the Close of Escrow and subject to the limitations of NRS Chapter 41, City agrees to indemnify, defend, protect and hold Seller, its elected officials, officers, employees, and agents (the "Indemnified Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities,

penalties, fines, costs, expenses, damages (including reasonable attorneys' fees and court costs) actually sustained by any Indemnified Party, individually or collectively, which result from any claim, demand, liability, lien, right or cause of action made, instituted or brought at any time in connection with City's ownership of the property. Seller shall give buyer prompt written notice of any such claims to which City's indemnification obligation applies, and City thereafter shall have one hundred twenty (120) calendar days in which to pay, settle or compromise such claim or to notify Seller in writing that City accepts the tender of such claim, at no expense or liability to seller. Seller shall have the right to participate, at its own cost and expense, in the defense of such claim. No such claim may be settled or compromised by City or Seller without first obtaining written approval of the proposed settlement or compromise from City and Seller, which approval shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything set forth in the indemnification contained above, the indemnity by City of Seller shall not cover liability of Seller for events arising prior to the Close of Escrow.

Notwithstanding anything to the contrary set forth in this Contract, the provisions set forth in this article shall survive the Close of Escrow.

## **ARTICLE 5: REPRESENTATIONS AND WARRANTIES**

### **5.1 SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents, covenants, and warrants:

#### **A. POWER AND AUTHORITY**

Seller is duly organized and legally existing. The execution and delivery by Seller of, and Seller's performance under this Contract are within Seller's powers and have been duly authorized by all requisite action, and the person executing this Contract on behalf of Seller has the authority to do so.

#### **B. VALID CONTRACT**

This Contract constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

#### **C. NO BREACH**

Performance of this Contract by Seller will not result in a breach of, or constitute any default under any agreement or instrument to which Seller is a party, which breach or default will adversely affect Seller's ability to perform its obligations under this Contract.

#### **D. FOREIGN PERSON**

Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

#### **E. ENVIRONMENTAL MATTERS**

To the best of Seller's knowledge, the Property is not in violation of any Environmental Law and Seller has no knowledge of (i) the presence on or about the Property of any Hazardous Materials; (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial



hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law.

If Seller has received or at any time does receive notice, knowledge, or information as to the presence, alleged presence, release, or threatened release of Hazardous Materials on or about the Property other than as previously disclosed by Seller to City, Seller agrees to provide to City all information and data as to such Hazardous Materials immediately upon receipt of same, and regardless of when such notice is received, City shall have the right to cancel the purchase and receive its deposit in return.

F. BANKRUPTCY

Seller (i) is not in receivership or dissolution; (ii) has not made any assignment for the benefit of creditors; (iii) has not admitted in writing its inability to pay its debts as they mature; (iv) has not been adjudicated a bankrupt; (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) above filed against Seller.

If City is aware that any of the representations contained in this Article are not true and correct as of the date hereof or at Close of Escrow, City may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) terminate this Contract by written notice thereof to Seller and to the Title Company, in which event the Parties shall have no further right or obligation hereunder except for City's obligations which are expressly intended to survive and Escrow shall return the deposit to City. City hereby acknowledges and agrees that, upon the Close of Escrow, any claim of City that any representation of Seller herein is not true and correct shall be automatically waived in full by City, provided the information or basis from which any such claim arises is known to City on or prior to the Closing Date.

The representations of Seller set forth in this Article shall survive the Close of Escrow for a period of one (1) year. Any claim of City based on an alleged breach or failure of any of Seller's representations of which City had no knowledge as of the Closing Date or any other claim by City against Seller in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void, and of no force or effect whatsoever and City's remedies for any such claim shall be limited to recovery of actual damages not to exceed Ten Thousand Dollars and 00/100 (\$10,000.00). In the event the Close of Escrow occurs, City hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against Seller for damages that City may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if City knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and City nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

## **5.2 CITY'S REPRESENTATIONS AND WARRANTIES**

City represents and warrants:

### **A. POWER AND AUTHORITY**

City is a Nevada municipal corporation. The execution and delivery by City of, and City's performance under, this Contract are within City's corporate powers and City has the corporate authority to execute and deliver this Contract.

### **B. VALID CONTRACT**

This Contract constitutes the legal, valid, and binding obligation of City enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

### **C. NO BREACH**

Performance of this Contract will not result in any breach of, or constitute any default under, any agreement or other instrument to which City is a party, which breach or default will adversely affect City's ability to perform its obligations under this Contract.

### **D. NO BANKRUPTCY**

City (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in (v) filed against City.

Seller hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Seller that any representation of City herein is not true and correct shall be automatically waived in full by Seller, provided the information or basis from which any such claim arises is known to Seller on or prior to the Close of Escrow.

The representations of City set forth in this Article 5 herein shall survive the Close of Escrow for a period of one (1) year. Any claim of Seller based on an alleged breach or failure of any of City's representations of which Seller had no knowledge as of the Close of Escrow or any other claim by Seller against City in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void and of no force or effect whatsoever and Seller's remedies for any such claim shall be limited to recovery of actual damages not to exceed Ten Thousand Dollars and 00/100 (\$10,000.00). In the event the Close of Escrow occurs, Seller hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against City for damages that Seller may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any City's representations or warranties being untrue, inaccurate or incorrect if Seller knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and the Seller nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

## **ARTICLE 6: REMEDIES**

### **6.1 REMEDIES**

#### **A. CITY'S REMEDIES**

If Seller defaults in the performance of Seller's obligations, promises or agreements



under this Contract, or if Seller breaches any of its representations or warranties hereunder, City, as its sole and exclusive remedy, may terminate this Contract and pursue Seller for reimbursement of City's actual out-of-pocket costs incurred for the Survey and/or Environmental Reports, in an aggregate amount not to exceed TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00). Seller shall not be liable to City for any punitive, speculative or consequential damages. City hereby waives and relinquishes all rights of City to (i) bring an action against Seller to quiet title to the Property, or (ii) bring an action for specific performance of this Contract. City specifically acknowledges that it shall not have any remedy whatsoever against Seller for any default by Seller under this Contract unless City is in full compliance with all the terms and conditions hereof.

**B. SELLER'S REMEDIES**

If City defaults in the performance of any of City's obligations, promises, or agreements under this Contract or if City breaches any of its representations or warranties hereunder ("City's Default"), Seller shall be entitled to exercise any remedy available to Seller by law or equity, including an action for specific performance and/or an action for damages.

**ARTICLE 7: MISCELLANEOUS**

**7.1 NOTICE**

Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the party to which notice is given. City and Seller hereby agree that notices may be given hereunder by the Parties' respective counsel and that, if any communication is to be given hereunder by City's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article. Notice of change of address shall be given by written notice and in the manner detailed in this Article. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or other communication sent. The addresses of the Parties to this Contract are as follows. Telephone numbers and emails are included for information only.

To City:       Attn: Real Estate Manager  
                  City of Las Vegas  
                  495 S. Main Street, 5<sup>th</sup> Floor  
                  Las Vegas, Nevada 89101  
                  (702) 229-1022  
                  TBoyce@lasvegasnevada.gov  
and           Attn: City Attorney  
                  City of Las Vegas  
                  495 S. Main Street, 6<sup>th</sup> Floor  
                  Las Vegas, Nevada 89101  
                  (702) 229-6629  
                  JRidilla@lasvegasnevada.gov

To Seller:      Attn: Nancy Morony Adcock  
Redrock Baptist Church  
5500 Alta Drive  
Las Vegas, NV 89107  
moronyland@cs.com

and:      Attn: Preston B. Howard, Esq.  
Preston B. Howard, P.C.  
1210 South Valley View Boulevard, Suite 202  
Las Vegas, NV 89102  
PrestonHoward@pbhlaw.com

## **7.2      NO BROKER**

If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Contract, the party on account of whose conduct the claim is asserted shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

## **7.3      ASSIGNMENT**

Except as otherwise contemplated in this Contract, neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

## **7.4      ATTORNEY'S FEES AND LEGAL EXPENSES**

Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

## **7.5      HEADINGS**

The Article and subheadings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various Articles hereof.

## **7.6      GOVERNING LAW AND DISPUTE RESOLUTION**

This Contract shall be governed by and construed in accordance with the laws of Nevada. Any dispute arising out of or relating to this Contract shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to binding arbitration.

## **7.7.      FORCE MAJEURE**

Neither party hereto shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an



event, the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to perform promptly in accordance with the terms of this Contract after the intervening cause ceases.

#### **7.8 SEPARATE PARTIES**

The Parties are associated with each other only for the purposes and to the extent set forth in this Contract. Each party hereto is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

#### **7.9 NO THIRD PARTY BENEFICIARIES**

No term or provision of this Contract is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

#### **7.10 PUBLIC RECORDS/CONFIDENTIALITY**

Pursuant to NRS 239.010, information or documents 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. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

#### **7.11. AUTHORITY**

The Parties represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth herein.

#### **7.12 ENTIRE AGREEMENT / MODIFICATION / AMENDMENT**

This Contract constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

#### **7.13 INDEPENDENT COUNSEL**

Each party to this Contract has substantial experience with the subject matter of this Contract and has each fully participated in the negotiation and drafting of this Contract and has had the opportunity to be advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Contract shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

#### **7.14 TIME**

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS CONTRACT.

**7.15 TIME CALCULATIONS**

Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

**7.16 MERGER PROVISION**

Except as expressly set forth herein, any and all rights of action of City for any breach by Seller of any representation, warranty or covenant contained in this Contract shall merge with the Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Contract which are intended by their terms to survive the Close of Escrow or a termination of this Contract shall survive the Close of Escrow or a termination of this Contract.

**7.17 FURTHER ASSURANCES**

City and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Contract.

**7.18 SEVERABILITY**

If any portion of this Contract is held to be unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

**7.19 RECITALS AND EXHIBITS INCORPORATED BY REFERENCE**

The above Recitals and all exhibits attached to this Contract are incorporated into this Contract by reference.

**7.19 NO WAIVER**

No waiver of any of the provisions of this Contract 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.

**7.20 COUNTERPARTS; ELECTRONIC DELIVERY**

This Contract may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Contract. Each party hereto agrees that this Contract may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Contract.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]



REAL PROPERTY PURCHASE CONTRACT  
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract as evidenced by their respective signatures below as of the Effective Date as defined herein.

CITY OF LAS VEGAS

"City"

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC                      Date  
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla      11/2/23  
John S. Ridilla                      Date  
Assistant City Attorney



REDROCK SOUTHERN BAPTIST CHURCH

"Seller"

By: Nancy Adcock

Printed Name: Nancy Morony Adcock

Title: Secretary / Treasurer

Date: 11/2/2023

## EXHIBIT A

PROPERTY, ACCESS EASEMENT AREA, CHURCH SHARED PARKING EASEMENT,  
CITY SHARED PARKING EASEMENT





**EXHIBIT B**

FORM OF ACCESS EASEMENT AGREEMENT

[REFERENCE ATTACHED]

APNs: [INSERT]

WHEN RECORDED MAIL & SEND  
TAX STATEMENTS TO:

Attn: City Clerk  
City of Las Vegas City Hall  
495 S. Main Street  
Las Vegas, NV 89101

---

SPACE ABOVE FOR RECORDER'S USE ONLY

---

### **SHARED ACCESS EASEMENT AGREEMENT**

This SHARED PARKING EASEMENT AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and REDROCK SOUTHERN BAPTIST CHURCH ("Church"). The City and Seller are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the last date signed by a party as indicated on the signature pages, so long as the last date signed is no longer than thirty (30) days after signature of the first party (the "Effective Date").

### **RECITALS**

WHEREAS, Church is fee title owner to that certain parcel, Assessor's Parcel Number [INSERT] in Las Vegas, Clark County, Nevada, addressed as 5500 Alta Drive (the "Church Parcel") and legally described in **Exhibit A**; and

WHEREAS, City is fee title owner to that certain parcel, Assessor's Parcel Number [INSERT] in Las Vegas, Clark County, Nevada, addressed as [INSERT] Alta Drive (the "City Parcel") and legally described in **Exhibit B**; and

WHEREAS, the City operates a fire station on the City Parcel; and

WHERE, the Parties desire to share a portion of the Church Parcel to allow access for City Fire Department trucks to access the City Parcel for the mutual benefit of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

#### **1. GRANT OF ACCESS EASEMENT**

A. CHURCH GRANT OF EASEMENT. Church hereby grants to City, and its elected official, officer, employees and the agents, customers, licensees, visitors, invitees, successors and assigned of each of them, an non-exclusive easement appurtenant to the City Parcel, over, upon, and across the a portion of the Church Parcel as depicted on **Exhibit C** (the "Church Access Easement Area) for the purposes of vehicle circulation and pedestrian and vehicular in ingress and egress to and from the public right-of way across the Church Easement Area to the City Parcel. (the "Church Access Easement").

The burden of this Church Access Easement shall run with the Church Parcel and inure to the benefit of the successor owner or owners thereof.



2. TERM. The Church Access Easement shall remain in full force and effect in perpetuity or until such time the City no longer uses the City Parcel as a City Fire Station. Any termination of this Agreement shall be evidenced by a termination document to be signed by each party and recorded in the public records of Clark County, Nevada.

3. MAINTENANCE. The City agrees that it will maintain the Church Access Easement Area pavements and improvements thereon in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness make all repairs, replacements, and renewals of every kind and nature which may be required to be made upon or in connection with the easement and any parking area pavement and improvements thereon in order to keep and maintain the same in such good repair and appearance. All repairs, replacements, and renewals shall be at least equal in quality and class as of the Effective Date of this Agreement.

The Church acknowledges that contemporaneously with the construction of the City Fire Station on the City Parcel, the City may replace the existing asphalt pavement on the Church Access Easement Area with concrete pavement for enhanced durability. The City agrees that City construction and maintenance activities shall be coordinated with the Church to minimize disruption to the Church's use of the Church Parcel. All said construction and maintenance activities shall be at the City's sole cost and expense.

The City's failure to maintain the Church Access Easement shall be a material default of this Agreement.

4. RESTRICTIONS. Neither party hereto shall, at any time, erect, construct, or install or cause to be erected, constructed or installed, any buildings, structures, dwelling, facilities, utility lines, improvements, or other obstructions of any kind or nature whatsoever on, under, over across or through the Church Access Easement Area. Neither Church or City, nor any of its licensees, visitors, or invitees, shall use the other Church Access Easement Area in any manner which unreasonably interferes with, obstructs, or is a nuisance, to the other party.

5. INSURANCE. Each party hereto shall maintain commercial general liability insurance or shall self-insure in a manner consistent with Nevada law.

6. INDEMNIFICATION. Each party hereto agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, subcontractors, licensees, visitors, invitees, and agents. In no event shall the language herein constitute or be construed as a waiver or limitation of the Parties' rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41. This Section 6 shall survive the termination of this Agreement.

7. DEFAULT AND CURE. If either party hereto defaults in the performance of its duties or obligations under this Agreement, and such default has a material effect on the other party, then the non-defaulting party may give notice to the defaulting party specifying the nature of the default in sufficient detail to permit the defaulting party to identify and cure the default within thirty (30) days of receipt of such notice, or within such longer periods as the Parties may agree is necessary for such cure, but no longer than ninety (90) days. If the defaulting party fails to cure the default within the thirty (30) day cure period or such other time as agreed to by the Parties, then the non-defaulting party shall be entitled to all remedies available at law or in equity.

8. NO EASEMENTS IMPLIED; NO RIGHTS IN PUBLIC. No easements, other than the Church Access Easement, shall be implied by this Agreement and nothing contained in this Agreement is intended to be a gift or a dedication of any portion of the Church Parcel to the general public for any

public use or purpose whatsoever. This Agreement is for the exclusive benefit of Church and City, and their successor and assigns and nothing in this Agreement, express or implied, confers upon any person, other than Church and City, any rights or remedies under or by reason of this Agreement.

9. BENEFIT AND ASSIGNMENT. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors, assigns, heirs, and legal representatives and shall be appurtenant to and run with the land described in both Exhibit A and Exhibit B.

10. JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the State District Court in Las Vegas, Nevada.

11. SEVERABILITY. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. NOTICE All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

If to City: Attn: City Manager  
City of Las Vegas  
495 S. Main Street, 7<sup>th</sup> Floor  
Las Vegas, NV 89101

and Attn: City Attorney  
City of Las Vegas  
495 S. Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101

If to Church: Attn: Nancy Morony Adcock  
Redrock Baptist Church  
5500 Alta Drive  
Las Vegas, NV 89107

13. ENTIRE AGREEMENT. This Agreement and all exhibits form the entire agreement between the parties with respect to the subject matter of this Agreement and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

14. TIME IS OF THE ESSENCE. Time shall be of the essence in the performance and actions undertaken under this Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]





SHARED ACCESS EASEMENT AGREEMENT

Signature Page (continued)

REDROCK SOUTHERN BAPTIST CHURCH

“Seller”

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEVADA

)

)ss.

COUNTY OF CLARK

)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by

\_\_\_\_\_ as \_\_\_\_\_

of Redrock Southern Baptist Church.

S  
E  
A  
L

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

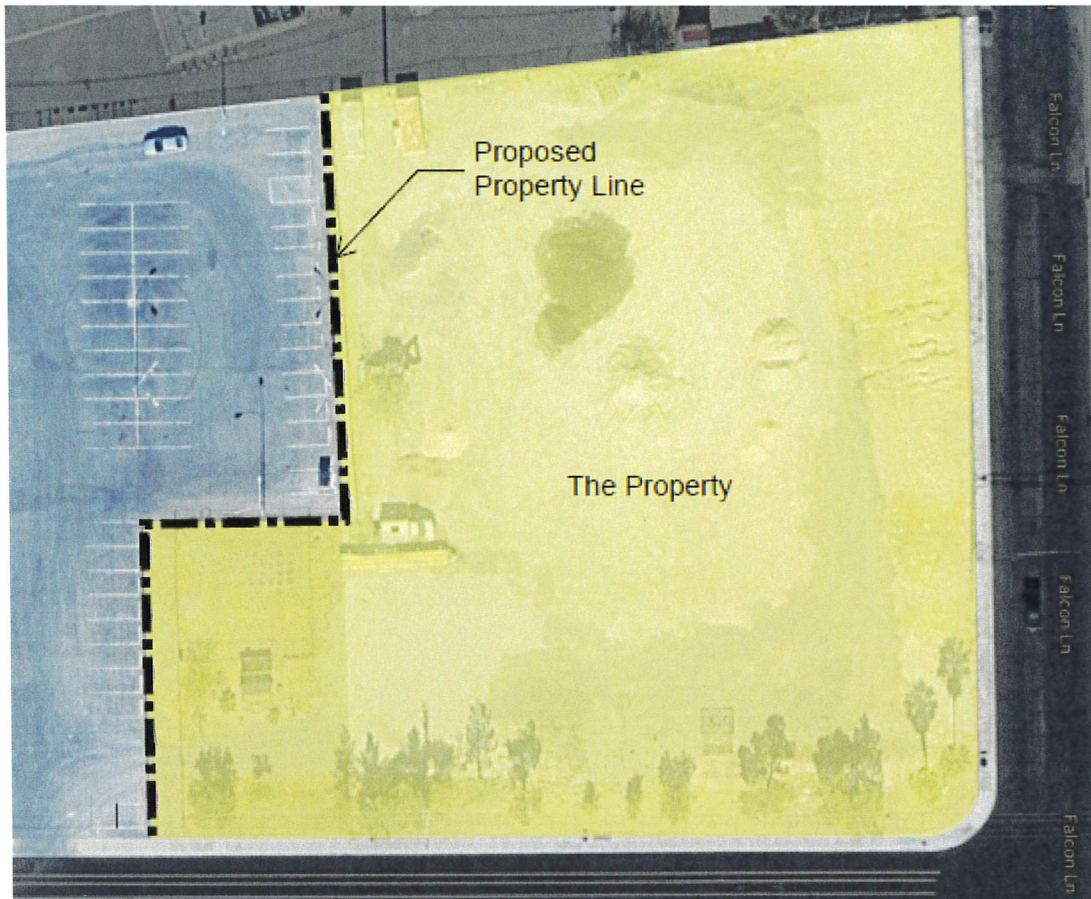
## LEGAL DESCRIPTION OF CHURCH PARCEL



\*LEGAL DESCRIPTION WILL BE ADDED ONCE COMPLETED

## EXHIBIT B

### LEGAL DESCRIPTION OF CITY PARCEL

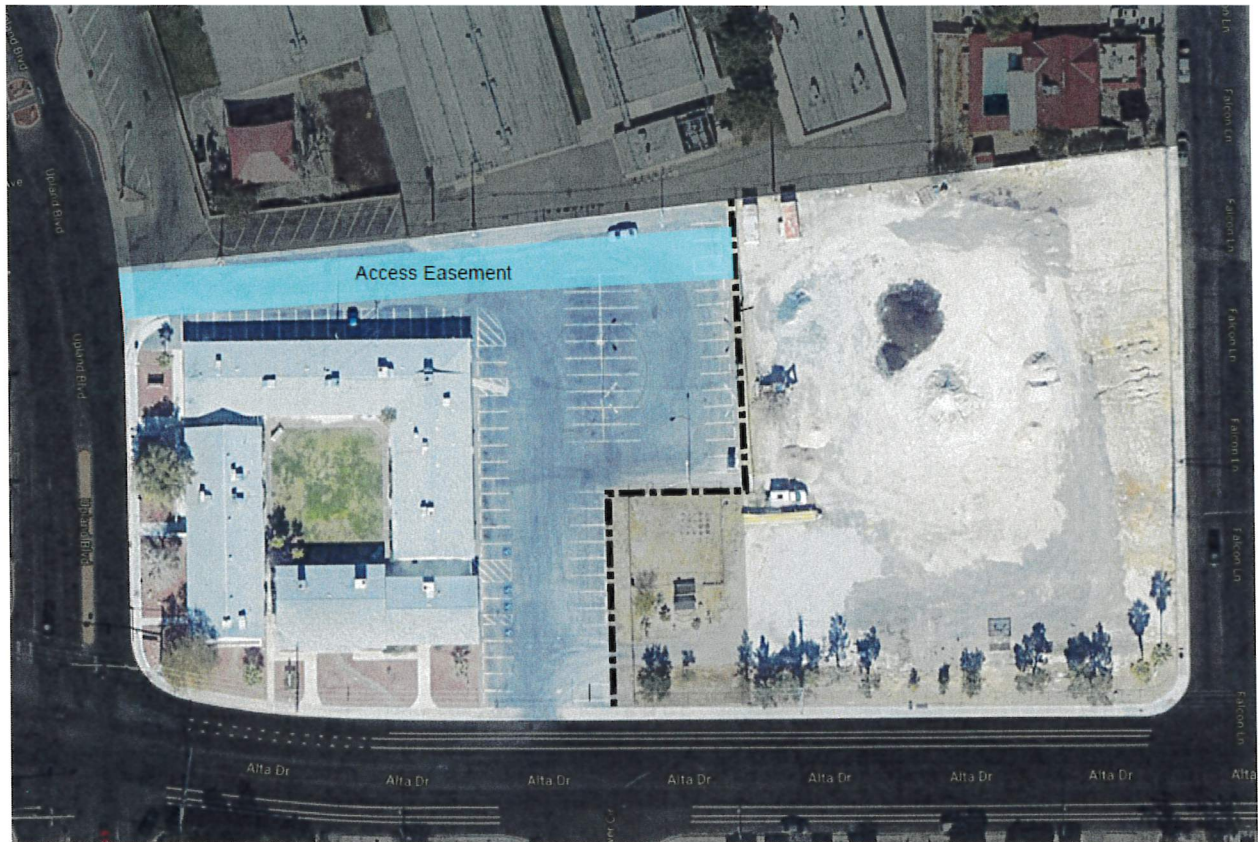


\*LEGAL DESCRIPTION WILL BE ADDED ONCE COMPLETED



## EXHIBIT C

### CHURCH ACCESS EASEMENT





**EXHIBIT C**

FORM OF SHARED PARKING AGREEMENT

[REFERENCE ATTACHED]

APNs: [INSERT]

WHEN RECORDED MAIL & SEND  
TAX STATEMENTS TO:

Attn: City Clerk  
City of Las Vegas City Hall  
495 S. Main Street  
Las Vegas, NV 89101

---

SPACE ABOVE FOR RECORDER'S USE ONLY

---

### **SHARED PARKING EASEMENT AGREEMENT**

This SHARED PARKING EASEMENT AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and REDROCK SOUTHERN BAPTIST CHURCH ("Church"). The City and Seller are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the last date signed by a party as indicated on the signature pages, so long as the last date signed is no longer than thirty (30) days after signature of the first party (the "Effective Date").

### **RECITALS**

WHEREAS, Church is fee title owner to that certain parcel, Assessor's Parcel Number [INSERT] in Las Vegas, Clark County, Nevada, addressed as 5500 Alta Drive (the "Church Parcel") and legally described in **Exhibit A**; and

WHEREAS, City is fee title owner to that certain parcel, Assessor's Parcel Number [INSERT] in Las Vegas, Clark County, Nevada, addressed as [INSERT] Alta Drive (the "City Parcel") and legally described in **Exhibit B**; and

WHEREAS, the City operates a fire station on the City Parcel; and

WHEREAS, the Parties desire to share parking across the Church Parcel and a portion of the City Parcel for the mutual benefit of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

#### **1. GRANT OF PARKING EASEMENTS**

A. CHURCH GRANT OF EASEMENT. Church hereby grants to City, and its elected official, officer, employees and the agents, customers, licensees, visitors, invitees, successors and assigned of each of them, an non-exclusive easement appurtenant to the City Parcel, over, upon, and across the surface of the parking areas of the Church Parcel for the purposes of driving, parking, and pedestrian use and vehicle and pedestrian ingress and egress (the "Church Parking Easement").

CITY GRANT OF EASEMENT. City hereby grants to Church, and its officers, employees and the agents, customers, licensees, visitors, invitees, successors and assigned of each of them, an non-exclusive easement appurtenant to the Church Parcel, over, upon, and across the surface of the parking areas of a portion of the City Parcel as depicted on **Exhibit C** (the "City Easement Area") for the

purposes of driving, parking, and pedestrian use and vehicle and pedestrian ingress and egress (the "City Parking Easement").

2. TERM. The Church Access Easement shall remain in full force and effect in perpetuity or until such time the City no longer uses the City Parcel as a City Fire Station or as otherwise provide for in this Agreement. Any termination of this Agreement shall be evidenced by a termination document to be signed by each party and recorded in the public records of Clark County, Nevada.

The Agreement may also be terminated by mutual written agreement of the Parties.

3. MAINTENANCE. Each party hereto agrees that it will maintain their respective parking area pavements and improvements thereon in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness make all repairs, replacements, and renewals of every kind and nature which may be required to be made upon or in connection with the easements and any parking area pavement and improvements thereon in order to keep and maintain the same in such good repair and appearance. All repairs, replacements, and renewals shall be at least equal in quality and class as of the Effective Date of this Agreement or as the original work, as applicable. A party's failure to maintain their parking area shall be a default of this Agreement.

4. RESTRICTIONS. Neither party hereto shall, at any time, erect, construct, or install or cause to be erected, constructed or installed, any buildings, structures, dwelling, facilities, utility lines, improvements, or other obstructions of any kind or nature whatsoever on, under, over across or through the Church Parking Easement and City Parking Easement areas. Neither Church or City, nor any of its licensees, visitors, or invitees, shall use the other party's easement areas in any manner which unreasonably interferes with, obstructs, or is a nuisance, to the other party.

5. INSURANCE. Each party hereto shall maintain commercial general liability insurance or shall self-insure in a manner consistent with Nevada law.

6. INDEMNIFICATION. Each party hereto agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, subcontractors, licensees, visitors, invitees, and agents. In no event shall the language herein constitute or be construed as a waiver or limitation of the Parties' rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41. This Section 6 shall survive the termination of this Agreement.

7. DEFAULT AND CURE. If either party hereto defaults in the performance of its duties or obligations under this Agreement, and such default has a material effect on the other party, then the non-defaulting party may give notice to the defaulting party specifying the nature of the default in sufficient detail to permit the defaulting party to identify and cure the default within thirty (30) days of receipt of such notice, or within such longer periods as the Parties may agree is necessary for such cure, but no longer than ninety (90) days. If the defaulting party fails to cure the default within the thirty (30) day cure period or such other time as agreed to by the Parties, then the non-defaulting party shall be entitled to all remedies available at law or in equity or the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party.

8. NO EASEMENTS IMPLIED; NO RIGHTS IN PUBLIC. No easements, other than the Church Parking Easement and City Parking Easement, shall be implied by this Agreement and nothing contained in this Agreement is intended to be a gift or a dedication of any portion of the Church Parcel or City Parcel to the general public for any public use or purpose whatsoever. This Agreement is for the exclusive benefit of Church and City, and their successor and assigns and nothing in this Agreement, express or



implied, confers upon any person, other than Church and City, any rights or remedies under or by reason of this Agreement.

9. BENEFIT AND ASSIGNMENT. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors, assigns, heirs, and legal representatives and shall be appurtenant to and run with the land described in both Exhibit A and Exhibit B.

10. JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the State District Court in Las Vegas, Nevada.

11. SEVERABILITY. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. NOTICE All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

If to City: Attn: City Manager  
City of Las Vegas  
495 S. Main Street, 7<sup>th</sup> Floor  
Las Vegas, NV 89101

and Attn: City Attorney  
City of Las Vegas  
495 S. Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101

If to Church: Attn: Nancy Morony  
Redrock Baptist Church  
5500 Alta Drive  
Las Vegas, NV 89107

13. ENTIRE AGREEMENT. This Agreement and all exhibits form the entire agreement between the parties with respect to the subject matter of this Agreement and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

14. TIME IS OF THE ESSENCE. Time shall be of the essence in the performance and actions undertaken under this Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]



**SHARED PARKING EASEMENT AGREEMENT**

Signature Page (continued)

**REDROCK SOUTHERN BAPTIST CHURCH**

“Seller”

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEVADA

)

)ss.

COUNTY OF CLARK

)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by

\_\_\_\_\_ as \_\_\_\_\_

of Redrock Southern Baptist Church.

S  
E  
A  
L

\_\_\_\_\_  
Notary Public



## EXHIBIT A

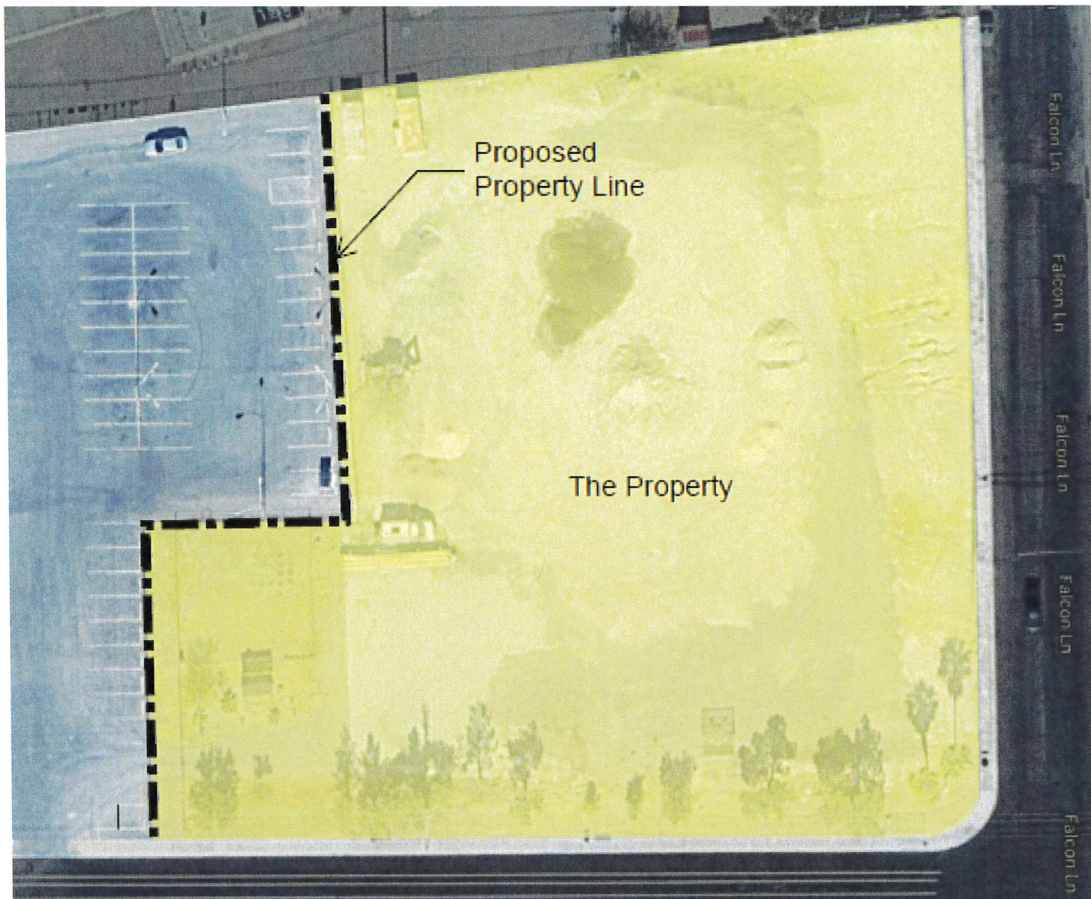
### LEGAL DESCRIPTION OF CHURCH PARCEL



\*LEGAL DESCRIPTION WILL BE ADDED ONCE COMPLETED

## EXHIBIT B

### LEGAL DESCRIPTION OF CITY PARCEL



\*LEGAL DESCRIPTION WILL BE ADDED ONCE COMPLETED



## CITY PARKING AREA





**EXHIBIT D**

FORM OF GRANT, BARGAIN, AND SALE DEED

[REFERENCE ATTACHED]

APN: [INSERT]

When Recorded, Return to &  
Mail Tax Statements to:

Attn: Attn: Real Estate Manager  
City of Las Vegas  
495 S. Main Street, 5<sup>th</sup> Floor  
Las Vegas, NV 89101

---

**GRANT, BARGAIN, AND SALE DEED**

THIS INDENTURE WITNESSETH THAT:

Seller REDROCK SOUTHERN BAPTIST CHURCH

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, does hereby  
Grant, Bargain, and Sell to:

CITY OF LAS VEGAS, a Nevada municipal corporation

all right, title, and interest in and to all that real property situated in the city of Las Vegas, Clark  
County, State of Nevada, legally described and depicted as follows:

For complete legal description see Exhibit A  
attached hereto and incorporated herein by this reference.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining, and  
any reversions, remainders, rents, issues or profits thereof; and subject to:

1. Taxes and assessments for the current fiscal tax year, paid current and not delinquent.
2. Covenants, conditions, restrictions, rights, rights-of-way, and easements now of record.

TO HAVE AND TO HOLD the same in fee simple forever.

[SIGNATURES ON NEXT PAGES]

## Signature Page

“Grantor”

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

By: \_\_\_\_\_  
Notary Public



**EXHIBIT "A" TO GRANT, BARGAIN, AND SALE DEED**

**LEGAL DESCRIPTION**



\*LEGAL DESCRIPTION WILL BE ADDED ONCE COMPLETED