

## DONATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that RICHARD HSIEH, an individual (the "Donor") as a gift and as a donation hereby grants, gives, donates, transfers, and delivers unto the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), the following personal property:

**Bronze bust and granite pillar sculpture described as "Sculpting Tony's Legacy: A Tribute to Tony Hsieh" by sculptor Brian P Hanlon, Hanlon Sculpture Studio** (the "Sculpture")

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, in fee simple forever, without any reservations, restrictions, or conditions whatsoever. A rendition of the Sculpture is attached hereto as Exhibit "A".

The City and Donor agree that the Sculpture will be installed, at the sole cost and expense of the City, at the Strong Start Academy Elementary School at The Tony Hsieh Education Center, located at 302 S. 9th Street, Las Vegas, Nevada 89101. It is anticipated the Sculpture will be installed before December 12, 2023.

The Donor covenants that:

1. the undersigned is authorized to donate all rights, title, and interest in the Sculpture; and
2. the undersigned has good right to give and donate the Sculpture; and
3. the Sculpture is donated free and clear of all encumbrances and the undersigned will warrant and defend the gift of the Sculpture against the lawful claims and demands of all persons and entities.

It is estimated that the Sculpture has a value of SEVENTY FIVE THOUSAND DOLLARS (\$75,000). The City will be entering into a contract with Hanlon Sculpture Studio for the creation of the Sculpture, wherein the City will pay for half of its cost in the amount of \$37,500. Donor acknowledges and agrees that he will be obligated and responsible in paying Hanlon Sculpture Studio directly the other half of the cost of the Sculpture in the amount of \$37,500. As such, final determination of the Sculpture valuation is the responsibility of the Donor for tax or other purposes.

### MISCELLANEOUS

1. This Donation Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
2. This Donation Agreement shall inure to the benefit of, and be binding upon, the undersigned and their respective successors and assigns.
3. This Donation Agreement is entered into under the laws of the State of Nevada and the rights and obligations of these parties will be governed and determined according to the laws of the State of Nevada. Any action or proceedings against any of the parties hereto relating in any way to this Donation Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent state courts of Nevada, County of Clark, and the parties hereto consent to the exclusive jurisdiction of such state courts in respect of such action or proceeding. To the fullest extent permitted by law, the parties hereto waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Donation Agreement. The parties further waive any right to

consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

4. The parties hereto intend this Donation Agreement as the final expression of their agreement regarding the donation contemplated hereunder, and as a complete and exclusive statement of the terms and provisions thereof. Nothing other than this Donation Agreement shall be relevant or admissible to supplement or vary any of the terms and provisions set forth herein. All prior discussions, agreements, and negotiations are hereby superseded by, merged, and incorporated into this Donation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Donation Agreement to be duly executed on the date of the last party to sign below.

**RICHARD HSIEH**

By: 

Printed Name: Richard Hsieh

Date: 10/04/2023

**CITY OF LAS VEGAS**

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

Carolyn G. Goodman, Mayor

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

Council Action: \_\_\_\_\_, 2023; Item # \_\_\_\_\_

Attest:

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

LuAnn D. Holmes, MMC                      Date

City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas  
Deputy City Attorney

By:  10/10/23

Deputy City Attorney

Date

EXHIBIT "A"

