Krynn [illegible]
Chuck James

CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

Issue:	**Resolution of Intent to Sell Real Property at Public Auction**	Back-up:
Petitioner:	Carel Carter, Director of Real Property Management	Clerk Ref. #

Recommendation:

That the Board of County Commissioners approve and authorize the Chair to sign a Resolution of Intent to Sell Real Property at Public Auction providing for the sale of ±0.64 acres of vacant Clark County owned real property (Assessor's Parcel Number 177-18-602-026) located east of Arville Street and on the south side of Blue Diamond Road, Las Vegas, Nevada, and specifying the minimum bid of $418,000; set a public auction for March 5, 2013 at 10:00 a.m.; and authorize the Director of Real Property Management or her designee to sign any other necessary document to complete the transaction. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5250.850
Fund Center: 2200400050
Description: Resolution of Intent to sell Clark County (County) Department of Aviation (DOA) real property at public action.

Fund Name: CMA Operations
Funded Pgm/Grant: N/A
Amount: $418,000

Added Comments: The sale proceeds of not less than $418,000, less Real Property Management (RPM) fees and associated costs, will be distributed according to the Southern Nevada Public Land Management Act of 1998 (SNPLMA) as follows: 85% to the Bureau of Land Management, 5% to the State of Nevada, and 10% to the DOA.

BACKGROUND:

In April 1999, DOA received a patent for ±47.37 acres of land, which were subsequently subdivided into separate parcels. The ±0.64-acre parcel to be sold (Assessor's Parcel Number 177-18-602-026) is located east of Arville Street and on the south side of Blue Diamond Road, Las Vegas, Nevada (Property). The patent states that any sale, lease or other conveyance by the County shall be for fair market value and such proceeds shall be disbursed in accordance with the 1998 Southern Nevada Public Land Management Act. RPM was requested by DOA to surplus the Property.

RPM sent notice to all department heads and elected officials to determine if any County departments may have a need for the Property. No departments responded as having a need.

Two appraisals of the Property were prepared and the higher of the two was completed by David J. Yerke, MAI, of David J. Yerke, Inc., setting the fair market value of the property at $418,000.

Approved
2/5/13

Cleared for Agenda
2/5/2013

Agenda Item #
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Notice of Sale of the Property shall be published and posted and the auction shall be conducted on March 5, 2013, all according to the procedure set forth in NRS 244.282.

The deed conveying the Property will include a Restrictive Covenant and Reservation of Avigation & Clearance Easement so that future uses are compatible with airport operations.

This item was presented to the County Long Range Planning Committee on October 4, 2012.

Respectfully submitted,

CAREL CARTER, Director

RESOLUTION OF INTENT TO SELL REAL PROPERTY AT PUBLIC AUCTION

Assessor's Parcel Number

177-18-602-026

WHEREAS, the County of Clark, a political subdivision of the State of Nevada (hereafter referred to as the "County"), owns ±0.64 acres of vacant real property (Assessor's Parcel Number 177-18-602-026), located generally on the south side of Blue Diamond Road and east of Arville Street, Las Vegas, Nevada, (hereafter referred to as the "Property"); and

WHEREAS, the Property is not needed for County purposes and no other public use of the Property is known or anticipated; and

WHEREAS, the County desires to dispose of the Property pursuant to NRS 244.281 and 244.282 allowing for real property owned by a county to be sold at public auction; and

WHEREAS, the Property has been appraised by two disinterested competent appraisers chosen as required by NRS 244.2795, and the highest of the two appraisals concludes the value of the Property is Four Hundred Eighteen Thousand and 00/100 Dollars ($418,000.00); and

WHEREAS, the Property is located near McCarran International Airport (hereafter referred to as the "Airport") and was acquired by the County under conditions requiring all future uses of the Property be compatible with Airport operations and the recording of a restrictive covenant and reservation of an avigation and clearance easement; and

NOW THEREFORE, be it resolved by the Board of County Commissioners (hereafter referred to as the "Board") that:

1. It is in the best interest of the County to sell the Property at auction as provided in NRS 244.282, and the Board hereby declares the Property as surplus to the County's needs.

2. The sale of the Property is for purposes other than to establish, align, realign, change, vacate or otherwise adjust any street, alley, avenue, or other thoroughfare, or portion thereof, or flood control facility within the County.

3. The Property will be sold at public auction to the highest bidder at 10:00 a.m. on Tuesday, March 5, 2013, in the Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular Commission meeting, at which time and place all sealed bids will be opened, examined and declared and oral bids will be taken under the following terms and conditions:

   a. Any sealed bids must be made on the County's bid form available for pickup at the County Real Property Management Department, located on the 4th floor of the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada 89155, or by accessing the County's website at http://www.clarkcountynv.gov/Depts/real_property/Services/Pages/SurplusPropertySales.aspx

b. **THE MINIMUM ACCEPTABLE BID FOR THE PROPERTY IS AS FOLLOWS:**

APN NO.	SIZE	APPRAISED VALUE	MINIMUM BID
177-18-602-026	±0.64 acres	$418,000.00	$418,000.00

c. Sealed written bids will be accepted in person prior to 9:30 a.m. on Tuesday, March 5, 2013, at the County Real Property Management Department at the above-described location. All bids must be submitted in a sealed envelope and clearly marked **"ATTN: KRYNN WILLIAMS, REAL PROPERTY AUCTION PARCEL 177-18-602-026."**

d. Any sealed written bids will be opened, examined and declared by the Board before calling for oral bids. Any initial oral bid must exceed the highest written bid by at least five percent (5%), and subsequent bids must be in increments of One Thousand Dollars ($1,000) or more above the previous highest oral bid.

e. The Board reserves the right to determine which bids conform to all terms and conditions specified in this Resolution. The Board may reject any and all bids, either written or oral, and withdraw the Property from sale. The final acceptance or rejection of any bid may be made at the same meeting or at any adjourned session of the same meeting held within ten (10) days. Unless the Board withdraws the Property from sale, the Property will be sold to the highest bidder.

f. **It is the bidders' responsibility to inspect the Property and to determine the Property's condition, value, current zoning district and master plan designation, access, matters affecting title, applicable development codes, and all other pertinent information about the Property.**

g. The County is selling the Property in "as-is" condition and under the assumption that the successful bidder's acquisition of the Property is based upon the bidder's independent investigation. The County makes no representations or warranties regarding the physical condition or stability of the Property, the existence of hazardous materials on or under the surface or the suitability of the Property for the bidders' purposes or for any other purpose.

h. The Property shall be conveyed by quitclaim deed subject to existing covenants, conditions, restrictions, reservations, rights-of-way, and easements. The Property shall be conveyed subject also to the Restrictive Covenant and Reservation of Avigation and Clearance Easement attached hereto as Exhibit A and incorporated herein by reference, to ensure that future uses are compatible with Airport operations.

i. The Property is to be sold for cash. Within twenty-four (24) hours of the Board's final acceptance of the highest bid, the successful bidder shall make a **non-refundable** deposit of ten percent (10%) of the highest bid in the form of a cashier's check payable to "Clark County" delivered to the County Department of Real Property Management, 500 S. Grand Central Parkway, 4th Floor. If the successful bidder fails to timely deliver

the non-refundable deposit as required, the next highest bidder may submit a **non-refundable** deposit of ten percent (10%) of the next highest bid as provided in this paragraph within twenty-four (24) hours of notification by the County. If the next highest bidder makes the deposit within such time, he or she will be deemed to be the successful bidder. The deposit shall be applied towards the purchase price.

j. The sale of the Property shall be consummated through escrow at Chicago Title of Nevada, Inc. All costs associated with the auction and sale of the Property, including but not limited to any escrow fees, closing costs, title insurance premiums, real property transfer or other taxes, appraisal fees, publication costs, commissions and loan costs shall be paid by the successful bidder.

k. The deadline for close of escrow is **sixty (60) days** after the Board's final acceptance of the highest bid. Time is of the essence. The successful bidder may request one (1) thirty (30) day extension of the deadline for close of escrow along with the deposit of an additional ten percent (10%) **non-refundable** deposit to be applied towards the purchase price upon closing. In the event the successful bidder fails to perform within sixty (60) days, or ninety (90) days if an extension has been granted, (i) the County may terminate the escrow and rebid the Property, (ii) the successful bidder forfeits its non-refundable deposit(s), and (iii) such failure shall be deemed by Chicago Title of Nevada, Inc. as instruction to immediately refund the deposit to the County without any further instruction or court order.

l. Any individual who submits a sealed or written bid on behalf of an entity shall be deemed to have represented and warranted that such individual has the legal power, right and authority to bind the entity to the purchase of the Property on the terms contained in this Resolution.

m. All bidders shall be deemed to have represented and warranted that either they, or the entity or individual they represent, have the funds necessary to pay the amount bid and all costs associated with the auction and sale of the Property.

PASSED, ADOPTED AND APPROVED this 5th day of February, 2013.

ATTEST

Diana Alba
County Clerk

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

Steve Sisolak
Chair

APPROVED AS TO FORM:
DISTRICT ATTORNEY
STEVEN B. WOLFSON

By _____
Leslie A. Nielsen
Deputy District Attorney

EXHIBIT "A"

RESTRICTIVE COVENANT AND RESERVATION OF AVIGATION & CLEARANCE EASEMENT

This Restrictive Covenant and Reservation of Avigation And Clearance Easement (this "Restriction") is attached to and made a part of that certain Deed dated _____ _____from Clark County, as grantor ("COUNTY") to _____, as "GRANTEE(s)," related to certain real property (the "Property/Premises") that is legally described on Exhibit A to the Deed. Whenever GRANTEE(s) is used in this Restriction, it refers to GRANTEE, its legal representatives, successors, assigns and any subsequent owner of all or part of any interest in the Property/Premises, including lessees, licensees and tenants. Whenever "COUNTY" is used in this Restriction, it refers to the County and its successors in interest and assigns as owners, operators, or users of the Airports.

1 Definitions. Unless otherwise specifically noted in this Restriction, the words and phrases defined below shall have the following meanings:

(a) "Aircraft" means any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air or space regardless of the form of propulsion which powers said Aircraft in flight.

(b) "Airports" means the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, McCarran International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Indian Springs Air Force Base, Henderson Executive Airport, Laughlin/Bullhead Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite, collectively or individually.

(c) "Airport Environs Maps" means the McCarran International Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30,2008; the North Las Vegas Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30,2008; the Henderson Executive Airport Environs Overlay District Map, adopted in Title 30 of the Clark County Unified Development Code, effective June 30,2008, or any subsequent version of any of such maps as may be updated from time to time by the Department of Aviation.

(d) "Airport Height Hazard Area Board of Adjustment" means the Board of Adjustment established pursuant to Section 20.13.100 of the Clark County Code or any successor thereto.

(e) "Compatible Uses" means land uses which are appropriate given the area's exposure to Aircraft over flight and noise, and the limitations on development necessary to preclude potential hazards to air navigation. Compatible Uses which may conform with the preceding definition include, but are not limited to: commercial uses such as office, business, professional, wholesale and retail; communication uses; transportation uses such as railroad, motor vehicle, rapid transit and street railway transportation; street and highway rights-of-way; utility rights-of-way; parking; general dispersed recreation; golf courses; and drainage facilities.

(f) "Department of Aviation" means the Clark County Department of Aviation or successor charged with responsibility for operation of the Airports.

(g) "FAA" means the United States Department of Transportation Federal Aviation Administration or any successor agency thereto.

(h) "Hazardous Substances" means any substance, material now, or hereafter included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any applicable federal, state or local laws or regulations.

(i) "Improvement" means any building, structure or other improvement or object, including trees, shrubbery or other vegetation.

(j) "Incompatible Uses" means uses which potentially expose persons to elevated levels of Aircraft generated noise or to areas identified as necessary to protect the safe passage of Aircraft, or which have been determined by the FAA, the Director of the Department of Aviation, and/or the Airport Height Hazard Area **Board** of Adjustment to be hazardous to or incompatible with air navigation, and:

(i) **For property located outside the AE-60** defined by the Airport Environs Maps include, but are not limited to any type of residential use or where an occupant can remain on the property for 30 days or more, such as: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, bed and breakfasts, care centers, nursing homes, fraternity and sorority housing, recreational vehicle parks, uses that may in the future be accessory to or enhance any of the uses described above in this section (j) on adjacent parcels (including, without limitation, tennis courts, swimming pools and playgrounds), and uses intended to fulfill development and/or zoning requirements for any of the uses described above in this section (j) on adjacent parcels (including, without limitation, open space, parking and landscaping requirements). The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(ii) **For property located within the AE-60** defined by the Airport Environs Maps include, but are not limited to any type of residential use or where an occupant can remain on the property for 30 days or more, such as: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, bed and breakfasts, fraternity and

sorority housing, recreational vehicle parks; schools (excluding undergraduate and graduate classroom settings higher than the 12th grade, and training facilities); hospitals; care centers (including nursing homes and overnight recovery centers); religious institutions; uses that may in the future be accessory to or enhance any of the uses described above in this section (j) on adjacent parcels (including, without limitation, tennis courts, swimming pools and playgrounds), and uses intended to fulfill development and/or zoning requirements for any of the uses described above in this section (j) on adjacent parcels (including, without limitation, open space, parking and landscaping requirements); . The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(iii) **For property located within the AE-65 and AE-70** defined by the Airport Environs Maps include, but are not limited to any type of residential use or where an occupant can remain on the property for 30 days or more, such as: rural estate uses, residential uses, single family homes, mobile homes, low density, medium density and high density housing, apartments, group quarters, condominiums, time-sharing apartments, townhouses, bed and breakfasts, fraternity and sorority housing, recreational vehicle parks; schools (including undergraduate and graduate classroom settings higher than the 12th grade, but excluding training facilities [where degrees and diplomas are not awarded]); hospitals; care centers (including nursing homes and overnight recovery centers); religious institutions; churches; auditoriums and concert halls; condominium hotels or motels, transient lodging, hotels, motels, inns, lodges; amusement parks, outdoor sports arenas, zoos; uses that may in the future be accessory to or enhance any of the uses described above in this section (j) on adjacent parcels (including, without limitation, tennis courts, swimming pools and playgrounds), and uses intended to fulfill development and/or zoning requirements for any of the uses described above in this section (j) on adjacent parcels (including, without limitation, open space, parking and landscaping requirements). The fact that any of the foregoing uses is permitted under the Clark County Code shall have no bearing on whether they constitute an Incompatible Use under this Restriction.

(k) "Property/Premises" means the real property described on Exhibit A to the Deed.

2 Reservation of Avigation and Clearance Easement and Waiver of Claims

a) COUNTY, its successors in interest and assigns, for the use and benefit of Aircraft owners, operators and the general public, shall have the continuing right to cause or allow in all of the airspace above the surface of the Property/Premises such noise, fumes, vibrations, dust, fuel, particles and all other effects that may be caused by or result from the operation of Aircraft, whether or not said Aircraft overfly or intrude into the airspace above the Property/Premises.

b) COUNTY reserves unto itself, its successors and assigns, for the use and benefit of Aircraft owners, operators and the general public, a right of flight for the passage of Aircraft in the airspace above the surface of the Property/Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of Aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from or operating at the facilities now known as, or any future name or common reference that may be promulgated, adopted or referred to, McCarran International Airport, Nellis Air Force Base, North Las Vegas Airport, Overton Airport, Indian Springs Air Force Base, Henderson Executive Airport, Laughlin/Bullhead Airport, Searchlight Airport, Mesquite Airport, Boulder City Airport, and Jean Airport; or any and all future facility or facilities developed in the Ivanpah Valley, Pahrump Valley, and in the vicinity of the City of Mesquite (the "Airports").

c) GRANTEE(S) covenants and agrees not to allow any Improvement to become constructed on the Property/Premises which is, will be or has been erected to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the Federal Aviation Administration ("FAA") determines such Improvement to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations ("CFR") Title 14, Chapter I, Part 77 ("Part 77"). Should FAA determine such proposed, erected, or grown Improvement to be an obstruction and/or hazard to air navigation, the Improvement is to be removed, demolished, and/or lowered to a height which FAA determines not to be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, GRANTEE(S) not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to 20.13 and 30.48 Part B "Airport Airspace Overlay District" as amended; or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

d) GRANTEE(S) covenants and agrees not to allow any Vegetation to be planted or grown on the Property/Premises which is, will be or has been grown to a height and does extend into the airspace where, upon making application of a FAA form 7460-1 if required, the Federal Aviation Administration ("FAA") determines such Vegetation to be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations ("CFR") Title 14, Chapter I, Part 77 ("Part 77"). Should FAA determine such proposed or grown Vegetation to be an obstruction and/or hazard to air navigation, the Vegetation is to be removed, trimmed, and/or lowered to a height which FAA determines not to be an obstruction and/or hazard to air navigation and until such compliance is determined by the FAA, GRANTEE(S) not be granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to 20.13 and30.48 Part B "Airport Airspace Overlay District" as amended; or any similar federal state, or local regulation which may hereinafter be enacted in total or in part.

e) GRANTEE(S) shall, prior to 1) construction of any applicable Improvement; 2) planting any applicable Vegetation; or 3) at such time as any Vegetation is grown to a height on the Property/Premises; file notice with the FAA if any of the above meets or exceeds the notification requirements of Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted and, where required by the Clark County Code, receive either a Director's Permit from the Department of Aviation or a Director's Permit Variance from the COUNTY' s Airport Hazard Area Board of Adjustment.

f) GRANTEE(S), in addition to all rights, terms, and conditions contained herein, expressly acknowledges and consents to the right of Aircraft flight set forth in Title 49 United States Code ("USC") §40102(a)(30), 49 USC§40103(a)(2), Title 14 CFR, Chapter I, Part 91, Part 101, and Part 103 as amended, including but not limited to 14 CFR Part 91.119, or any similar statute or regulation which may hereinafter be enacted in total or in part; and Nevada Revised Statute ("NRS") Chapters including but not limited to NRS 493.030, NRS 493.040 and NRS 493.050 as amended, or any similar regulation or statute which may hereinafter be enacted in total or in part; as may be undertaken by Aircraft arriving to or departing from the Airports.

g) GRANTEE(S), its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action which they may now have or may have in the future against COUNTY, and its officers and employees, or operators or users, and their officers, directors, employees, and agents, of the above described Airports, for losses or psychological or physical effects on account of or arising out of noise, vibrations, fumes, dust, fuel, particles and all other effects that may be caused or may have been caused by the operation of Aircraft landing at, taking off from, or operating at or on the Airports, or in or near the airspace above the Property/Premises. GRANTEE(S), its successors, assigns, licensees, invitees, and tenants specifically waives any and all claims, including a claim that the easement is burdened by increases in noise, fumes, vibrations, dust, fuel, particles, or any other effects that may be caused by or result from the operation of Aircraft; changes in the type or frequency of Aircraft operations, the airport layout, or flight patterns; or increases in nighttime operations.

Further, GRANTEE(S), its successors, assigns, licensees, invitees, and tenants, hereby waive, remise, and release any right, claim, or cause of action as to use and/or regulation of all airspace more than 35 feet above ground level above the Property/Premises, except as may be granted by the COUNTY.

This Reservation of Easement and Waiver does not require the removal of an Improvement or Vegetation in the condition as either is existing on the Property/Premises at the time this Reservation of Easement and Waiver is conveyed.

3 Use Restrictions. To ensure that the Property/Premises is developed and used in a manner that is compatible with the Airports and does not interfere with or inhibit operations or growth of the Airports, GRANTEE(s) covenants and agrees as follows:

(a) The Property/Premises shall only be used for Compatible Uses, which must also be compatible with uses of the Airports, and must comply with applicable federal, state or local laws or regulations, including zoning and land use restrictions and conditions. The

Property/Premises shall not be used for Incompatible Uses.

(b) With respect to any Improvement located, to become constructed or to be located on the Property/Premises, prior to the time, if ever, that all of the Airports shall be abandoned and shall cease to be used for public airport purposes, GRANTEE(s) covenants and agrees:

(i) to submit to the COUNTY plans showing exterior building finishes, including but not limited to glass surfaces and exterior lighting, which potentially may make it difficult for Aircraft pilots to distinguish between airport lights and other lights, produce glare or reflection which would impair Aircraft pilots landing or taking off at the Airports, impair visibility in the vicinity of the Airport, or otherwise endanger the landing, take off, or maneuvering of Aircraft. GRANTEE(s) shall not use, permit or suffer the use of the Property/Premises in such a manner as to create electrical interference with radio communications to or from any Aircraft or between any airport installation or navigational aid ("NAVAID") and any Aircraft.

(ii) not to allow any Improvement to become constructed or Vegetation to be grown on the Property/Premises which encroaches upon or extends into the areas where the FAA would determine such Improvement or Vegetation would be an obstruction and/or hazard to air navigation pursuant to the rules and regulations of the FAA under Code of Federal Regulations ("CFR") Title 14, Chapter I, Part 77 ("Part 77") and be prohibited or not granted a permit under Clark County Code Chapter 20 and Chapter 30, including but not limited to 20.13 and 30.48 Part B "Airport Airspace Overlay District" as amended; or any similar federal state, or local regulation which may hereinafter be enacted in total or in part

(iii) not to authorize the construction of any Improvement on the Property/Premises that attracts or results in the concentration of birds or other wildlife which would interfere with the safe operation of Aircraft in flight.

(iv) that prior to construction or erection of any applicable Improvement or Vegetation on the Property/Premises, file notice with the FAA in accordance with the requirements of Part 77 as applied to the Airports via FAA form 7460-1, as amended, or any similar regulations which may hereinafter be enacted and, where required by the Clark County Code, receive either a Director's Permit from the Department of Aviation or a Director's Permit Variance from the COUNTY' s Airport Hazard Area Board of Adjustment.

(v) to use construction practices and materials designed to achieve an exterior to interior noise level reduction sufficient to achieve a maximum forty (40) decibel Day-Night level (DNL 40dB) interior noise level or an exterior to interior noise level reduction required by local development codes, whichever is greater in any permanent Improvements, based on Aircraft noise contours shown on the Airport Environs Maps. Land and Improvements shall be deemed to be impacted by the specific noise contours that cross them as shown on the Airport Environs Maps. Where a building is or would be impacted by one or more noise contours, the entire building shall be considered to be within the most restrictive noise contour.

4. Indemnity. To the maximum extent permitted by Nevada law, GRANTEE(s) shall

indemnify, save harmless, and defend the COUNTY, its officers and employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with the use of the Property/Premises, including, without limitation, (I) the installation, construction, operation, maintenance, or condition of any Improvement on the Property/Premises and (ii) releases or threatened releases of Hazardous Substances from the Property/Premises or by GRANTEE(s) on, into, or under land, property and other interests of the COUNTY.

5. Non-Waiver. No waiver by the COUNTY at any time of any of GRANTEE(s')'s obligations under this Restriction shall be deemed or taken as a waiver at any time thereafter of the same or any other obligation or of the strict and prompt performance thereof. No waiver shall be valid against the COUNTY unless reduced to writing and authorized by the Board of County Commissioners, the Airport Height Hazard Area Board of Adjustment or the Director of the Department of Aviation.

6. Default. If GRANTEE(s) defaults in or violates the obligations set forth in this Restriction and fails reasonably to cure such default or violation following reasonable written notice from the COUNTY, then the COUNTY shall be entitled to exercise any rights or remedies available at law or in equity or under the express terms of the Deed or this Restriction including injunctive relief as provided below.

7. Damages Inadequate. GRANTEE(s) acknowledges and agrees that damages as a result of any default in or violation of any obligation of GRANTEE(s) set forth in this Restriction are not readily ascertainable, that money damages or other legal relief will not adequately compensate the COUNTY for any such breach, and, in addition to any entitlement to monetary damages, that the COUNTY is entitled to injunctive relief compelling the specific performance of those obligations under the Deed and this Restriction. GRANTEE(s) further acknowledges that the breach of any of the provisions of the Deed or this Restriction would constitute irreparable harm to the COUNTY, and GRANTEE(s) hereby waives any defenses to the grant of a temporary restraining order related to any such breach based on the adequacy of legal remedies.

8. Remedies Cumulative. GRANTEE(s) agrees that COUNTY may pursue all remedies now or hereafter existing at law or in equity and to enforce the performance and observance of any obligation of GRANTEE(s) under the Deed or this Restriction. All remedies shall be cumulative and not exclusive of one another or of statutory remedies not specifically referenced herein. The exercise of any one or more remedies described above, or of any one or more remedies existing at law, in equity or by statute, shall not constitute a waiver or election with respect to any other available remedy. COUNTY' s failure to exercise its remedies reserved herein shall not be construed to waive any rights COUNTY may have to enforce GRANTEE(s')'s obligations through any and all rights and remedies which COUNTY or its successors and assigns may have at law or in equity for the enforcement of covenants. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9. Changed Circumstances. GRANTEE(s) acknowledges that changes in circumstances shall not forgive compliance with the terms of this Restriction, except as otherwise provided in paragraphs 2(a) and 3(b) above with respect to the abandonment and non-use of the Airports.

10. Termination by GRANTEE(s). The COUNTY may terminate this Restriction or any specific provision hereof by recording a release in recordable form with directions for delivery of same to GRANTEE(s) at its last address given pursuant hereto whereupon the obligations described in such release shall terminate, except for any liabilities incurred prior to the date of such release. For convenience such instrument may run to "the owner or owners and parties interested" in the Property/Premises.

11. Severability. In the event any one or more of the provisions contained in the Deed or this Restriction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Deed or this Restriction but the Deed and this Restriction shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

12. Covenants Running with the Property/Premises. GRANTEE(s) acknowledges that the restrictions, easements and reservations contained herein shall be binding on itself, its legal representatives, assigns and any subsequent owner of all or part of any interest in the Property/Premises, and shall attach to and run with the Property/Premises. The obligations and burdens set forth in the foregoing restrictions and reservations shall be enforceable by the COUNTY against GRANTEE(s) and any future owner(s) of the Property/Premises or any part thereof or interest therein, including, but not limited to, any lessee, licensee or tenant of the Property/Premises or any part thereof. The acceptance of the Deed by GRANTEE(s) shall constitute acceptance of the foregoing restrictions and reservations. GRANTEE(s) expressly agrees that the restrictions and reservations described herein or attached to the Deed shall be inserted in full in all future deeds of all or part of the Property/Premises.

13. Captions. The paragraph headings and titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or the intent of any provision thereof.

14. No Third Party Beneficiaries. The provisions of this Restriction are for the exclusive benefit of the COUNTY, except as otherwise provided in paragraph 3 with respect to the FAA, and no person not included within the definition of the term "GRANTEE(s)" or "COUNTY" (other than the FAA as aforesaid) shall be entitled to the rights and benefits hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Restriction on the date set forth beneath their respective signatures below.

GRANTEE:

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)
On this ____ day of_____ , 2012
before me,_____ a
Notary Public in and for said state, personally
appeared_____
personally known to me to be the person(s) who
executed the above instrument, and acknowledged
that _____executed
the same for purposes herein stated.

BY: _____
TITLE:

BY: _____
TITLE:

_____
Notary Public

_____
Notary Statement and/or Seal

COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA:

BY: RANDALL H. WALKER
Director of Aviation

APPROVED AS TO FORM:
Steven B. Wolfson
DISTRICT ATTORNEY

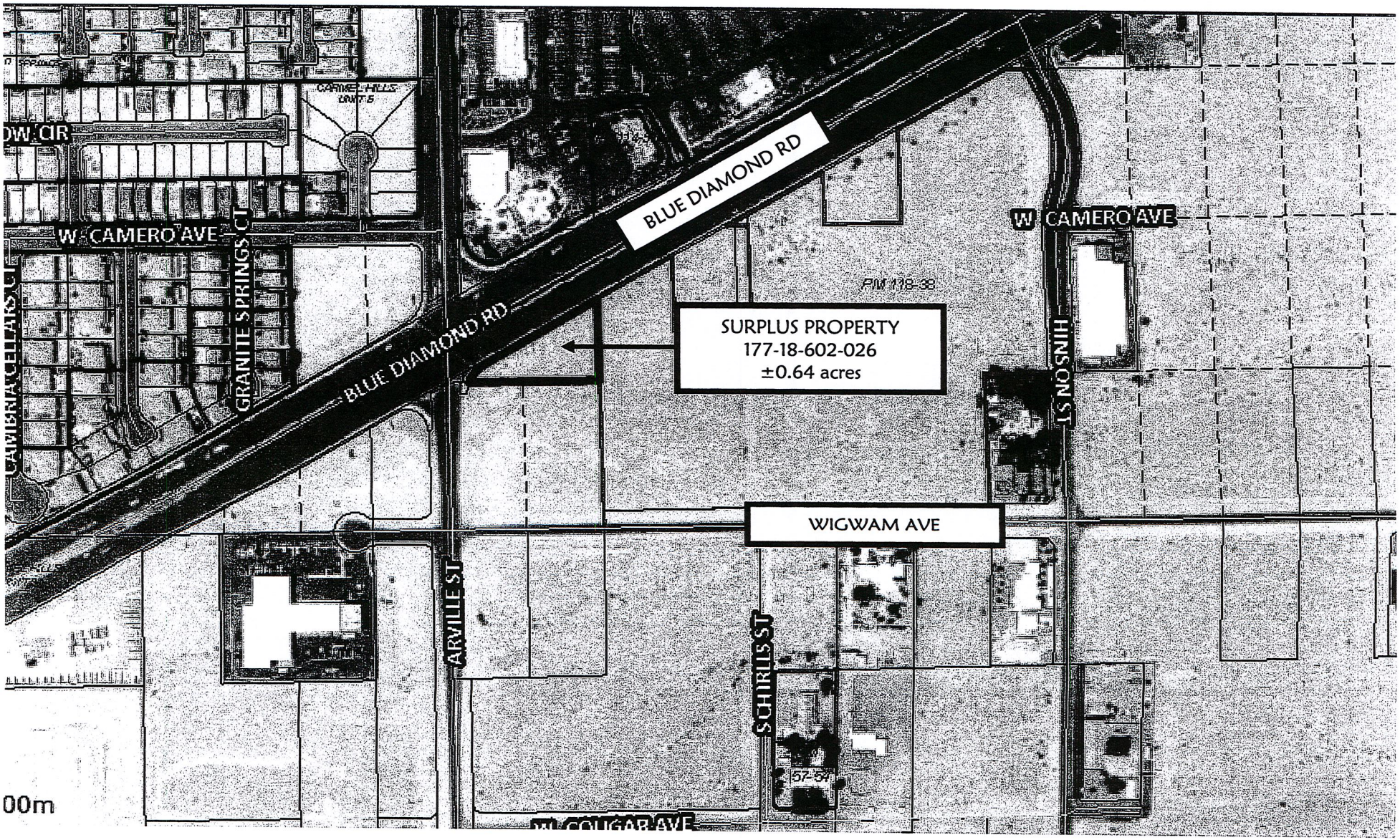
BY: E. LEE THOMSON, Chief Deputy
District Attorney

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)
On this ____day of _____ , 2012
before me, _____ a
Notary Public in and for said state,
personally
appeared _____
personally known to me to be the person who
executed the above instrument, and
acknowledged
that _____ executed
the same for purposes herein stated.

_____
Notary Public

_____
Notary Statement and/or Seal

RESOLUTION OF INTENT TO SELL REAL PROPERTY AT PUBLIC AUCTION

Assessor's Parcel Number 177-18-602-026

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