

AMENDED AND RESTATED RESOLUTION TO DONATE A COUNTY OWNED
VACANT PARCEL OF LAND TO 3110 TWAIN, LLC FOR
THE FAMILY PROMISE OF LAS VEGAS FAMILY NAVIGATION CENTER

WHEREAS, on July 21, 2020, the Board of County Commissioners of Clark County, Nevada (the "Board") passed, adopted, and approved that certain Resolution to Donate a County Owned Vacant Parcel of Land to Family Promise of Las Vegas, a Nevada non-profit corporation, for The Family Promise of Las Vegas Family Navigation Center (the "Resolution"), which provides for the donation of that certain real property located at 3110 East Twain Avenue, Las Vegas, NV 89121, bearing Clark County Assessor's Parcel Number 162-13-607-002 more particularly described on Exhibit "A" (the "Property") to Family Promise of Las Vegas (the "Developer").

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 361.585, on June 8, 2015, the Ex-Officio Tax Receiver of the County of Clark, State of Nevada (the "County") conveyed the Property to the Treasurer of the County, as trustee for the State of Nevada and County (the "County Treasurer"), pursuant to that certain Tax Trustee Deed, recorded on June 10, 2015 as Instrument No. 20150610-0002323 in the Office of the Recorder of Clark County, State of Nevada ("Official Records").

WHEREAS, pursuant to NRS 361.603, on April 26, 2018, the County determined the Property would serve a public purpose and the County Treasurer conveyed the Property to Clark County Social Service (Community Resources Management Unit) ("CCSS"), pursuant to that certain Clark County Treasurer Trustee Deed, recorded on May 1, 2018 as Instrument No. 20180501-0001191 in the Official Records.

WHEREAS, pursuant to NRS 244.189, a board of county commissioners may exercise such powers not in conflict with the provisions of NRS or other laws or regulations of this state, as the board determines are necessary and proper for the rehabilitation of abandoned residential property; and

WHEREAS, the Property is vacant and needs to be developed to improve the neighborhood and to provide for a community-based public facility; and

WHEREAS, the Developer has agreed to develop a community-based public facility on the Property and will utilize the Property to provide community and support services to economically disadvantaged families of Clark County, Nevada of the (LMI) level, with children, that are at risk for homelessness and/or homeless.

NOW, THEREFORE BE IT RESOLVED, by the Board, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resolution shall be fully amended and restated and the Property will be donated to Family Promise of Las Vegas subject to the following conditions and limitations:

A. County acknowledges that Developer will own the Property and all improvements thereon, including the Project, and Developer will develop the Property as a community-based public facility principally benefitting low-income and moderate-income (LMI) persons (the "Project"). Developer will provide within sixty (60) days, upon receipt of written request from the County, reasonable documentation as necessary confirming that services are provided to low-and-moderate income households.

B. Developer must commence construction on the Property within five (5) years from the date the Property is conveyed from CCSS. An extension may be approved by the Director of Social Service or his or her designee, which such approval shall not be unreasonably withheld, conditioned or delayed.

C. The Board delegates authority to and directs the Assistant Director of Clark County Social Service, or his or her designee on behalf of CCSS, to convey, by grant, bargain and sale deed, to Developer, fee simple interest in the Property. Said grant, bargain and sale deed shall be executed and conveyed in substantially the form attached hereto as Exhibit "B" (the "Deed"), together with the State of Nevada Declaration of Value form related thereto. The fair market value of the Property shall be derived from the County assessor's taxable value pursuant to NRS Chapter 375.

D. On the consummation of the conveyance of the Property to Family Promise of Las Vegas pursuant to this resolution (the "Closing"), at its sole cost and expense, Developer may obtain an ALTA standard owner's title insurance policy (or its equivalent) for the Property insuring that fee simple title to the Property is vested in Developer, subject only to the items on the Title Commitment (as defined below) to which Developer does not object, and containing such endorsements reasonably requested by Developer, all in form acceptable to Developer (the "Title Policy"), County can confirm that CCSS holds marketable fee simple interest to the Property free of all encumbrances, including all financing encumbrances (including deeds of trust, assignment of leases and rents and fixture filings), except such encumbrances permitted by applicable law, prior to the conveyance of the Property to Developer (the "Quiet Title Action"). Plaintiffs Family Promise of Las Vegas and County of Clark received the Order Quieting Title on the property on August 11, 2022.

E. The County shall pay and be responsible for the following costs associated with the transfer of the Property (collectively, the "County Expenses"): (a) the transfer taxes imposed or assessed on the transfer of the Property, (b) the escrow fees, the (c) recording costs for recording the Deed, and (d) all costs, fees and expenses in connection with curing cost of any endorsements to the Title Policy that County reasonably agrees to obtain as part of the title curative process. Except for the County Expenses, Developer shall pay and be responsible for the following costs associated with the transfer of the Property (collectively, the "FPLV Expenses"): (a) the title insurance premium allocable to the standard ALTA owner's title policy portion of the Title Policy and any additional premium for the Title Policy, including extended coverage and for any endorsements to the Title Policy that Developer may request. Except as otherwise specifically set forth

herein, the fees and expenses of County's designated representatives, accountants and attorneys shall be borne by County, the fees and expenses of Developer designated representatives, accountants and attorneys shall be borne by Developer, and all other escrow and Closing costs, shall be allocated to and paid by County or Developer in accordance with the manner in which such costs are customarily paid by such parties in similar land donation transactions of similar property in Clark County, Nevada as reasonably determined by escrow agent. The provisions of this section shall survive the Closing.

F. On or before the Closing, the County shall deposit into escrow the Deed conveying to Family Promise of Las Vegas the Property, together with a State of Nevada Declaration of Value related thereto. If required by the Title Company, the parties shall execute standard escrow instructions to effectuate the terms, covenants and conditions of this resolution. The County further agrees to execute, acknowledge and deliver to the Title Company such other deeds, assignments, conveyances, transfers and other instruments and documents and to perform such acts as the Title Company shall require for the perfecting, assuring, conveying, assigning, transferring and conferring unto Family Promise of Las Vegas the Property and the rights herein agreed to be conveyed and assigned.

[Signatures appear on the following page.]

PASSED, ADOPTED, and APPROVED this _____ day of _____,
2022.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY

By: _____
JAMES GIBSON, CHAIRPERSON

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: 
ELIZABETH VIBERT, Deputy District Attorney

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Brent Woods, Board President of Family Promise of Las Vegas, a Nevada non-profit corporation ("FPLV"), do hereby accept the transfer of Property and the conditions imposed contained in the Amended and Restated Resolution to Donate a County Owned Vacant Parcel of Land to Family Promise of Las Vegas Family Navigation Center, adopted by the Board of County Commissioners of Clark County, Nevada on the _____ day of _____, 2022 (the "Resolution"), a copy of which is attached hereto and incorporated herein. Capitalized terms not defined herein shall have the meaning ascribed in the Resolution.

EXECUTED this _____ day of _____, 2022.

Family Promise of Las Vegas,
a Nevada non-profit corporation

By: _____

Name: Brent Woods
Its: Board President

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on
_____, 2022, by Brent Woods, Board President of Family
Promise of Las Vegas.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

APN 162-13-607-002

The land to herein below is situated in the County of Clark, State of Nevada, and described as follows:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B & M., CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

LOT TWO (2) OF PARCEL MAP IN FILE 28, PAGE 32, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND RECORDED OCTOBER 1, 1997 IN BOOK 1126 AS DOCUMENT 1085213, OFFICIAL RECORDS.

EXHIBIT "B"
FORM GRANT, BARGAIN AND SALE DEED

APN(s): 162-13-607-002

WHEN RECORDED MAIL TO AND
MAIL PROPERTY TAX STATEMENTS TO:

Family Promise of Las Vegas
1410 S. Maryland Pkwy.
Las Vegas, Nevada 89104
Attn: Brent Woods, Board President

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH that Clark County Social Services (Community Resources Management Unit) of Clark County, Nevada, a political subdivision of the State of Nevada, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Family Promise of Las Vegas, a Nevada non-profit corporation, with an address of 1410 S. Maryland Pkwy, Las Vegas, Nevada 89104, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property");

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

Subject to (a) all general and special taxes for the current fiscal year from and after the recording of this deed; and, if any; (b) conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record as of the date of the recording of this deed.

[Signature and notarial acknowledgement appear on the following page.]

Witness my hand this _____ day of _____, 2022.

GRANTOR:

COUNTY OF CLARK, a political subdivision
of the State of Nevada

Name: _____

Its: Assistant Director of Clark County Social Service

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 202__ by
_____, as _____ of Clark County Social
Services (Community resources Management Unit).

(Signature of Notarial Officer)

(Seal, if any)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be attached.]