

RESOLUTION NO. 4425

(Land Sale – 5.24 Net Acres Located at Horizon Ridge Parkway and Jeffreys Street)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, CLARK COUNTY, NEVADA, EXPRESSING ITS INTENT TO SELL APPROXIMATELY 5.24 ACRES, MORE OR LESS, OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF HORIZON RIDGE PARKWAY AND JEFFREYS STREET IN HENDERSON, NEVADA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 177-25-401-007 AND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., THROUGH A PUBLIC AUCTION FOR A MINIMUM PRICE OF \$3,445,000.00.

- WHEREAS, the City of Henderson ("City") may sell certain City-owned real property pursuant to the provisions of Nevada Revised Statutes ("NRS") 268.008, NRS 268.059 et seq., and the Henderson City Charter; and
- WHEREAS, the City owns approximately 5.24 acres, more or less, of real property commonly known as Assessor's Parcel Number ("APN") 177-25-401-007, located at the northeast corner of Horizon Ridge Parkway and Jeffreys Street in Henderson, Nevada, which is vacant and not needed for any public purpose (the "Offered Property"); and
- WHEREAS, the Offered Property is described on the Notice of Sale attached hereto as Exhibit A and the Property Description attached hereto as Exhibit C; and
- WHEREAS, the Offered Property is currently zoned CO (Office Commercial); and
- WHEREAS, the City has obtained two independent appraisals of the Offered Property, which were prepared not less than six (6) months prior to the date on which the Offered Property is to be offered for sale, pursuant to the requirements of NRS 268; and
- WHEREAS, in accordance with NRS 268.061, the average of the two appraisals, Three Million Four Hundred Forty-Five Thousand and no/100 Dollars (\$3,445,000.00) is the minimum price that the City may accept for the Offered Property; and
- WHEREAS, the City Council deems it to be in the best interest of the City to sell the Offered Property; and
- WHEREAS, pursuant to Sec. 2.320(3) of the City Charter, the City Council may attach any condition to the sale as appears to the City Council to be in the best interests of the City; and

WHEREAS, pursuant to Sec. 2.320 of the City Charter, following the adoption of a resolution to sell real property, the City Council must cause a notice of its intention to sell the real property to be published once in a newspaper qualified pursuant to the provisions of chapter 238 of NRS and published in the City, which notice must be published at least 30 days before the date set by the City Council for the sale; and

WHEREAS, in accordance with NRS 268.061(1)(b), before the City may sell the Offered Property, it must post copies of this Resolution in three (3) public places in the City, and cause a notice to be published at least once a week for 3 successive weeks in a newspaper qualified under chapter 238 of NRS that is published in the county in which the Offered Property is located, which notice must set forth: (i) a description of the real property proposed to be sold in such a manner as to identify it; (ii) the minimum price, if applicable, of the real property proposed to be sold; and (iii) the places at which this Resolution has been posted pursuant to NRS 268.061(1), and any other places at which copies of such resolution may be obtained; and

WHEREAS, NRS 268.061 sets forth the manner in which the City may accept payment for real property that is appraised at \$1,000.00 or more; and

WHEREAS, NRS 268.062 sets forth the manner in which the City may conduct an auction of real property; and

WHEREAS, the City desires to sell the Offered Property on an Internet website or other electronic medium, using an online marketing and auction service to maximize marketing efforts to reach potential bidders and conduct the online auction; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that:

SECTION 1. The City Council finds that the sale of the Offered Property in the manner set forth in this Resolution and the Notice of Sale attached hereto as Exhibit A, consisting of two (2) pages, which is hereby made a part of this Resolution, will be in the best interest of the City.

SECTION 2. The minimum price for which the Offered Property may be sold is hereby designated as Three Million Four Hundred Forty-Five Thousand and no/100 Dollars (\$3,445,000.00), and such price must be paid in cash.

SECTION 3. The sale of the Offered Property shall be subject to those additional terms and conditions set forth in the Terms and Conditions of Sale attached hereto as Exhibit B, consisting of two (2) pages, which is hereby made a part of this Resolution.

SECTION 4. The description of the Offered Property is set forth in the Offered Property Description attached hereto as Exhibit C, consisting of two (2) pages, which is hereby made a part of this Resolution.

SECTION 5. The City Clerk is hereby authorized and directed to post this Resolution in designated public places within the City and to publish the Notice of Sale not less than 30 days, and at least once a week for three successive weeks prior to auction in accordance with the requirements of the City Charter and NRS 268.061.

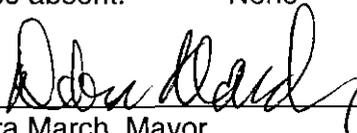
SECTION 6. A copy of this Resolution and the Notice of Sale can be obtained in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

SECTION 7. This Resolution is effective upon adoption.

PASSED, ADOPTED, AND APPROVED THIS 16<sup>TH</sup> DAY OF MARCH, 2021, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:  
Debra March, Mayor  
Councilmembers:  
John F. Marz  
Michelle Romero  
Dan K. Shaw  
Dan H. Stewart

Those voting nay: None  
Those abstaining: None  
Those absent: None

  
\_\_\_\_\_  
Debra March, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Corrado, AICP, Interim City Clerk

Exhibit A  
NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the City of Henderson, Nevada, a municipal corporation, intends to sell that certain real property consisting of approximately 5.24 acres, more or less, of vacant land (the "Offered Property"), located in the Southwest Quarter (SW 1/4) of Section 25 Township 22 South, Range 61 East, M.D.M., Henderson, Nevada, identified as Parcel 2 as shown by map thereof on file in File 126 of Parcel Maps, Page 78, in the Office of the County Recorder of Clark County, Nevada, being a portion of Assessor Parcel No. 177-25-401-007, zoned CO (Office Commercial), to the highest qualified bidder, subject to Terms and Conditions of Sale adopted by City Council as part of Resolution No. 4425, which is available at the locations set forth below, and further subject to existing zoning regulations, reservations for public purposes, easements, restrictions of record, and further subject to the following:

TIME, DATE, PLACE, AND REQUIREMENTS FOR SUBMISSION  
OF BIDS TO PURCHASE

Offered Property information, including bidding instructions and form of the Purchase and Sale Agreement to be entered into by the successful bidder, will be made available at [www.crex.com](http://www.crex.com) beginning April 2, 2021.

All bids must be accompanied by a bidding participation deposit of Fifteen Thousand and no/100 Dollars (\$15,000.00). The successful bidder's participation deposit shall be deposited into escrow and credited toward the purchase price. All other bidders' participation deposits will be returned within 72 hours.

The successful bidder shall, within forty-eight (48) hours of the end of the auction, deposit into escrow an additional earnest money deposit, equal to five percent (5%) of the successful bid price, less the \$15,000 participation deposit.

Online bidding will begin at 9:00 AM on May 17, 2021 and last until 9:00 AM on May 19, 2021. All times referenced herein are Pacific Time.

Bids will be considered in accordance with Section NRS 268.062. The City Council shall, at the next regularly scheduled meeting of the City Council after bidding has closed, make a final acceptance of the highest bid or reject any and all bids and withdraw the Offered Property from sale.

Resolution No. 4425 and this Notice of Sale shall be posted at the Henderson Multigenerational Center, 250 S. Green Valley Parkway; City Hall, 240 Water Street, 1st Floor Lobbies; Whitney Ranch Recreational Center, 1575 Galleria Drive; and Fire Station No. 86, 1996 East Galleria Drive. Any interested party may obtain copies of the Resolution and this Notice of Sale in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

INSPECTION

To arrange inspection of the Offered Property, contact Public Works - Property Management Division at (702) 267-1300 Monday through Thursday, 7:30 a.m. to 5:30 p.m. No person may enter upon the Offered Property without the prior approval of the Property Management Division, through an executed Right of Entry.

THIS NOTICE IS GIVEN pursuant to and subject to Section 2.320 of the Charter of the City of Henderson, Nevada and NRS 268.061 and 268.062.

For more information, contact the City Clerk's Office at 240 Water Street, P.O. Box 95050, Henderson, Nevada 89009-5050.

DATED this 16th day of March, 2021.

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LISA M. CORRADO, AICP  
INTERIM CITY CLERK

EXHIBIT B  
TERMS AND CONDITIONS OF SALE

1. The minimum acceptable bid is Three Million Four Hundred Fifty-Five Thousand and no/100 Dollars (\$3,455,000.00). Payment of the purchase price must be in the form of cash. The City will not provide financing.
2. All bids must be accompanied by a bidding participation deposit of Fifteen Thousand and no/100 Dollars (\$15,000.00). The successful bidder's ("Buyer") participation deposit shall be deposited into escrow and credited toward the purchase price.
3. The Buyer shall, within forty-eight (48) hours of the end of the auction, deposit into escrow an additional earnest money deposit, equal to five percent (5%) of the successful bid price, less the \$15,000 participation deposit. If, after the acceptance of the Buyer's bid by the City Council, the sale is not consummated because the City refuses or is unable to consummate the sale, the deposit will be refunded to the Buyer. If, after the acceptance of Buyer's bid for the sale by the City Council, the sale is not consummated because Buyer refuses or is unable to consummate the sale, the City will retain the deposit. Except as otherwise provided in this paragraph, Buyer's deposit is non-refundable upon the City's acceptance of Buyer's bid and shall constitute liquidated damages to the City in the event of a default by Buyer.
4. Buyer shall execute a Purchase and Sale Agreement and Joint Escrow Instructions between Buyer and the City upon the terms and conditions set forth herein within forty-eight (48) hours of the acceptance of the bid. Buyer's deposit will be deposited into escrow and applied to the purchase price at closing. The closing of the sale will take place through a third-party escrow.
5. Buyer shall pay any and all real property transfer tax, escrow fees, recording fees, and other closing costs, and any third-party fees and costs of Buyer's professionals, including any broker, attorney, or consultant of Buyer.
6. Title to the Offered Property shall be conveyed by Grant, Bargain, Sale Deed at closing, free of liens and encumbrances, excluding any lien for real property taxes and other assessments not then delinquent, encumbrances now of record, and any matter affecting the condition of title to the Offered Property created by or with the written consent of Buyer.
7. Buyer may obtain title insurance at Buyer's sole expense.
8. Bid shall be for the entire 5.24 acres, more or less, described in the Notice of Sale (the "Offered Property").
9. Buyer shall reimburse the City for the actual third-party costs of appraisals (\$3,500.00), preliminary title reports (up to \$150), and publication of the Notice of Sale (up to \$1,000).
10. The City reserves all rights to reject any and all bids.

11. The initial escrow period shall be for a maximum period of thirty (30) days and shall be deemed to have commenced the next business day following the date of City Council approval and acceptance of bid of the Offered Property. Closing shall take place within thirty (30) days of such acceptance, provided that the closing may be extended for one (1) thirty (30)-day period by mutual agreement, upon which the Buyer shall make an additional deposit into escrow of an amount equal to five percent (5%) of the purchase price. Any such additional deposit will be applied to the purchase price at closing, provided that such deposits are not refundable and shall be retained by the City should Buyer refuse or otherwise fail to consummate the sale in accordance with these terms and conditions (other than in the event of a default by the City). Such deposits will be refunded to Buyer in the event that the sale is not consummated because the City refuses or is unable to consummate the sale.
12. The sale of City-owned property does not constitute an endorsement or approval of any development plans or a commitment or guarantee for water or sanitary sewer service. Provision of these services is administered pursuant to Title 13 and 19 of the Henderson Municipal Code. Buyer understands the Offered Property will be subject to all requirements for development per the Henderson Municipal Code.
13. Buyer is responsible for Buyer's own due diligence with respect to the suitability of the Offered Property. Buyer acknowledges that the City, its elected officials, appointed officials, officers, employees, agents, and representatives have not made any representations or warranties, written or oral, express or implied, with respect to the Offered Property. Buyer is relying upon its own expertise and upon its own investigation of the Offered Property with respect to its suitability for Buyer's intended use. Buyer shall acquire the Offered Property AS IS and WITH ALL FAULTS.

EXHIBIT C  
OFFERED PROPERTY DESCRIPTION

All that certain real property situated in the County of Clark, State of Nevada described as follows:

Parcel 2, as shown by map thereof on file in File 126, Page 78 of Parcel Maps, Official Records, Clark County, Nevada.

Assessor's Parcel No. 177-25-401-007

This property is graphically depicted on Attachment 1.

Attachment 1 to Exhibit C

