

RESOLUTION NO. 4542
(Land Sale – Approximately 2.0 Acres Southeast of the
Intersection of Via Nobila and Via Centro)

A RESOLUTION OF THE CITY COUNCIL OF CITY OF HENDERSON, CLARK COUNTY, NEVADA, EXPRESSING ITS INTENT TO SELL APPROXIMATELY 2.0 ACRES, MORE OR LESS, OF REAL PROPERTY, GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF VIA NOBILA AND VIA CENTRO, IN SECTION 15, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M. PURSUANT TO ARTICLE 2, SECTION 2.320 OF THE HENDERSON CITY CHARTER.

- WHEREAS, on March 30, 2009, Congress enacted the Omnibus Public Land Management Act (P.L. 111- 11), containing the Southern Nevada Limited Transition Area Conveyance, Section 2602 (the “Act”), which allowed the Secretary of the Interior, through the Bureau of Land Management (“BLM”), to convey to the City of Henderson, Nevada (“City”), all right, title, and interest of the United States in and to an approximate 502 acres of certain Federal public lands located in Henderson, Nevada, and identified as the Limited Transition Area (“LTA”) on the map entitled “Southern Nevada Limited Transition Area Act” and dated March 20, 2006; and
- WHEREAS, the LTA must be planned and managed in accordance with section 47504 of Title 49, United States Code (relating to airport noise compatibility planning) and regulations promulgated in accordance with that section, and that if any of the land in the LTA is sold, leased, or otherwise conveyed by the City, the sale, lease, or conveyance shall contain a limitation to require uses compatible with that airport noise compatibility planning; and
- WHEREAS, Section 2602(b)(2)(A) of the Act provides that the City may sell, lease, or otherwise convey parcels within the LTA for nonresidential development only; and
- WHEREAS, Section 2602(b)(2)(C) of the Act provides that the City may sell, lease, or otherwise convey parcels within the LTA only in accordance with the procedures for conveyances established in the City Charter; and
- WHEREAS, Section 2.320(1) of the Henderson City Charter provides that, subject to the provisions of the Henderson City Charter and any applicable provisions of Nevada Revised Statutes (“NRS”) Chapter 268, the City may sell or lease real property acquired by the City pursuant to federal law from the United States of America; and
- WHEREAS, Section 2.320(3) of the Henderson City Charter provides that it is the policy of the City Council to sell, lease, or exchange real property in a manner that will result in the maximum benefit accruing to the City from the sales, leases, or exchanges; and

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WHEREAS, Section 2.320(3) of the Henderson City Charter further provides that the City may attach any conditions to the sale, lease, or exchange as appears to the City Council to be in the best interests of the City; and

WHEREAS, the City and the BLM are parties to that certain Memorandum of Agreement (BLM-MOA-NV-910-2710-2011-001) dated October 4, 2010, (“MOA”) which set forth the methods and procedures to be used to account for the City’s transactions involving sales, lease, or other conveyances of LTA land; and

WHEREAS, in 2010 the City developed the Limited Transition Area Master Plan Overlay and Design Guidelines, now known as the West Henderson Global Business District (the “WHGBD”); and

WHEREAS, in 2014 the Henderson City Council approved the West Henderson Land Use Plan (“WHLUP”), of which the WHGBD is a special district; and

WHEREAS, Section 1.1 of the WHGBD provides that the City envisions that the LTA “will become the premier business and employment center in the Intermountain West”; and

WHEREAS, one of the four Guiding Principles of the WHLUP, of which the WHGBD is a component part, is economic development, the purpose of which is that West Henderson will support future land use decisions to facilitate diverse economic opportunities, generating a strong economic hub and increasing the City’s overall jobs-to-housing balance; and

WHEREAS, the goals associated with the WHLUP economic development Guiding Principle include offering a range of product and place types to attract and retain future employers, employees, entrepreneurs, and investors, in addition to providing for quality development, creativity and variety in product types, and stability in established existing centers; and

WHEREAS, complementing the WHLUP, the WHGBD provides that “[a] primary goal for the LTA is to expand and implement long-term economic development strategies that position the City as a regional economic leader...” and “[t]herefore, business recruitment should be carefully planned in concert with the land use planning process to attract the desired types of development”; and

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WHEREAS, the City is the owner of an approximately 25.79-acre parcel of real property, generally located southeast of the intersection of Via Nobila and Via Centro, and further identified as Assessor's Parcel Number ("APN") 191-15-712-001 in Sections 14 and 15, Township 23 South, Range 61 East, M.D.M (the "City Parcel"), currently zoned IP-MP (Industrial Park with Master Plan Overlay); and

WHEREAS, the City Council recognizes that the City Parcel is irregularly shaped and not easily subject to development by a single end user, and has determined that maximum value would be achieved by selling portions of the City Parcel as adjacent properties are developed; and

WHEREAS, the City Council has determined and hereby finds that it is in the best interest of the City to sell approximately 2.0 acres, more or less, of the City Parcel, as further described in the attached Exhibit A (the "Property") for the development of a project that furthers the City's goal of having the WHGBD become an economic center for the region and that will facilitate diverse economic opportunities, generate a strong economic hub, and increase the City's overall jobs-to-housing balance as envisioned in the WHLUP; and

WHEREAS, the City Council acknowledges the vital role the Henderson Executive Airport plays in the economic development of the City and wishes to ensure that the Property is developed in a manner that is compatible with and will promote the operations and future expansion of the Henderson Executive Airport; and

WHEREAS, the Act requires that any conveyance of LTA land shall be through a competitive bidding process, for not less than fair market value; and

WHEREAS, the City Council has further determined and hereby finds that the sale of the Property must be conducted in a manner that ensures that the land use planning objectives and economic development goals for the Property are inextricably linked in order to (a) further the goals set forth in the WHLUP, and (b) achieve the maximum benefit to the City resulting from the sale as required by Section 2.230(3) of the Henderson City Charter; and

WHEREAS, by way of the Notice of Land Sale attached as Exhibit B, the City hereby invites interested parties to submit offers to purchase the Property as provided therein; and

WHEREAS, all offers must include a detailed Land Use and Development Plan describing, in words, maps, and illustrations, the offeror's plan for the physical development of the Property, including, but not limited to:

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- a. the uses of the Property and the arrangement of those uses with respect to each other; and
- b. the design and aesthetics of the proposed improvements; and
- c. compatibility with adjacent existing or planned land uses and development; and
- d. the orderly and efficient arrangement of public infrastructure and facilities, including, but not limited to, roadway and traffic circulation; and
- e. a timeline for the immediate development and construction of the Property; and

WHEREAS, all offers must include a detailed Economic Development and Job Creation Plan describing the offeror's plan for economic development of the Property consistent with the goals and vision established by the WHLUP, including, but not limited to:

- a. how the development of the Property will facilitate diverse economic opportunities, generate a strong economic hub, and increase the City's overall jobs-to-housing balance; and
- b. how development of the Property will leverage its proximity to the Henderson Executive Airport to stimulate economic development and job creation; and
- c. how development of the Property will contribute to the diversification of the economy and insulate the City from future economic downturns; and

WHEREAS, all offers must include a phasing plan if the development of the Property will not be completed at one time, that describes the number of phases, the square footage of development per phase, the completion date for each phase, and a job creation plan by phase (collectively, the "Phasing Plan"); and

WHEREAS, all offers must include a Statement of Qualifications describing the offeror's qualifications, experience, and performance history developing property similar to the proposed development on the Property, including, but not limited to:

- a. technical expertise and key personnel that will be part of the offeror's development team; and
- b. experience and overall history developing similar projects; and
- c. the financial resources to be utilized by the offeror to complete development of the Property; and

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- WHEREAS, the Property has been appraised by disinterested, professional real estate appraisers, licensed in the State of Nevada, pursuant to the requirements of NRS 268.059 and in compliance with the Uniform Standards for Professional Appraisal Practice; and
- WHEREAS, the “as-is” Market Value of the Property, as determined by appraisal pursuant to the requirements of NRS 268.059 and 268.061 is \$10.50/square foot, which equals Nine Hundred Fifteen Thousand and no/100 Dollars (\$915,000.00 U.S.) (“Fair Market Value”); and
- WHEREAS, all offers to purchase the Property must be for the entire Property at no less than Fair Market Value, with a minimum offer of \$10.50/square foot, which equals Nine Hundred Fifteen Thousand and no/100 Dollars (\$915,000.00 U.S.); and
- WHEREAS, speculative offers are not in the public interest and could jeopardize the timely sale and development of the Property, and therefore all offers must include and be accompanied by a minimum earnest money deposit of five percent (5%) of the Fair Market Value, which is Forty Five Thousand Seven Hundred Fifty and no/100 Dollars (\$45,750.00); and
- WHEREAS, all offers that meet the minimum Fair Market Value, provide the required materials described herein, and include the minimum earnest money deposit (each a “Qualified Offer”) will be evaluated and considered for acceptance by the City Council as further provided in the Notice of Land Sale; and
- WHEREAS, the City Council may, in its sole and absolute discretion, accept any Qualified Offer that it determines provides the maximum accrued benefit to the City taking into consideration the elements of the offer, including, but not limited to, the Land Use and Development Plan, the Economic Development and Job Creation Plan, the Phasing Plan (if applicable), the Statement of Qualifications, Section 2602 of the Act, and the overall goals and objectives of the WHLUP; and
- WHEREAS, the successful offer will be contingent upon the offeror (the “Buyer”) and the City entering into a Disposition Agreement (“Disposition Agreement”) governing the development of the Property, including without limitation, (a) the permitted uses of the Property, (b) the design and aesthetics of the improvements, (c) the conditions, terms, restrictions, and requirements for all necessary public and private infrastructure, (d) the timing for commencing and completing the construction of the improvements of the Property, (e) providing for an option to repurchase the Property by City in the event of a Buyer default, and (f) any other matters related to the development of the Property; and

WHEREAS, approval of the Disposition Agreement by the City Council shall be a condition precedent to the sale of the Property; and

WHEREAS, based upon the potential job creation and incremental tax revenue that the sale of the Property would generate, the City Council has determined that a sale of the Property pursuant to the terms and conditions specified herein would be in the best interest of the public; and

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

SECTION 1. The City Clerk is hereby authorized and directed to publish notice of the proposed sale in accordance with the requirements of the City Charter and state and federal law; attached hereto as Exhibit B "Notice of Land Sale," consisting of two (2) pages, which notice is by reference incorporated herein and made a part of this Resolution.

SECTION 2. Also attached hereto and incorporated herein by reference and made a part of this Resolution are: Exhibit A "Property Description," consisting of two (2) pages; and Exhibit C "Terms and Conditions of Sale," consisting of three (3) pages.

SECTION 3. This Resolution is effective upon adoption unless stated otherwise in the notice.

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PASSED, ADOPTED, AND APPROVED THIS 15th DAY OF AUGUST, 2023, BY THE
FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:

Dan H. Stewart, Mayor Pro Tem

Councilmembers:

Carrie Cox

Jim Seebock

Dan K. Shaw

Those voting nay: None

Those abstaining: None

Those absent: Michelle Romero, Mayor

Dan H. Stewart, Mayor Pro Tem

ATTEST:

Jose Luis Valdez, CMC, City Clerk

EXHIBIT A
PROPERTY DESCRIPTION

A portion of that certain real property situated in the County of Clark, State of Nevada, located in the East Half (E 1/2) of Section 15, Township 23 South, Range 61 East, M.D.M., more particularly described as follows:

Lot 1, as shown by map on file, in Plat Book 160, Page 20, Official Records, Clark County, Nevada.

Also being a portion of Assessor's Parcel Number: 191-15-712-001.



EXHIBIT B NOTICE OF LAND SALE

NOTICE IS HEREBY GIVEN that the City of Henderson, Nevada, a municipal corporation and political subdivision of the State of Nevada, intends to sell certain real property consisting of approximately 2.0 gross acres, more or less, currently zoned IP-MP (Industrial Park with Master Plan Overlay District) being generally located southeast of the intersection of Via Nobila and Via Centro, and further identified as a portion of Assessor's Parcel Number 191-15-712-001 in Section 15, Township 23 South, Range 61 East, M.D.M. (the "Property").

Resolution No. 4542, approved by the Henderson City Council on August 15, 2023 ("Resolution") outlines specific conditions of sale and submittal requirements for offerors/potential buyers. This Notice of Land Sale outlines the general conditions for the submissions of offers and 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. Copies of the complete Resolution and conditions of sale and submittal requirements may be obtained from the Office of the City Clerk, 240 Water Street, Henderson, NV or www.cityofhenderson.com. This Notice of Land Sale shall be published in the Las Vegas Review-Journal on the following dates: August 25, 2023, September 1, 2023, and September 8, 2023.

All offers to purchase the Property must be at no less than Fair Market Value, with a minimum offer of Nine Hundred Fifteen Thousand and no/100 Dollars (\$915,000.00 U.S.) ("Fair Market Value"). All offers must be in writing and must include and be accompanied by a minimum earnest money deposit in the amount of Forty Five Thousand Seven Hundred Fifty and no/100 Dollars (\$45,750.00), which is equal to five percent (5%) of the Fair Market Value. This deposit must be in the form of a certified check or cashier's check made payable to the "City of Henderson or [Name of Offeror]". The offeror's name must be included on the check. The offer and deposit are due to the office of the City Clerk on or before 3:00 p.m. Pacific Time, on September 19, 2023.

Written offers to purchase the Property will be collected only at the office of the City Clerk located at 240 Water Street, Henderson, Nevada, during regular business hours commencing at 7:30 a.m. on August 16, 2023, and continuing thereafter until 3:00 p.m. on September 19, 2023. All written offers must be in writing, sealed, and accompanied by (1) a duly signed Offer to Purchase letter, (2) Land Use and Development Plan, Economic Development and Job Creation Plan, Phasing Plan (if applicable), and Statement of Qualifications; and (3) the required deposit. The offer envelope shall reference the name and address of the submitting offeror and the resolution number. Written offers will be opened by the City Clerk at 3:00 p.m. on September 19, 2023.

All offers that meet the minimum Fair Market Value, provide the required materials described in the Resolution, and include the minimum earnest deposit (each a "Qualified Offer") will be considered and evaluated by the City Council. The acceptance of a Qualified Offer to purchase the Property shall be at a duly noticed public meeting to be held on October 3, 2023 at Henderson City Hall, Council Chambers, 240 Water Street, Henderson, Nevada.

The City Council may, in its sole and absolute discretion, accept any Qualified Offer that it determines provides the maximum benefit to the City taking into consideration all of the elements of the offer and the City's overall goals and objectives for the Property. The City

Council also reserves the right to reject any and all Qualified Offers and may choose not to sell the Property.

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

Dated this 15th day of August, 2023.

EXHIBIT C
TERMS AND CONDITIONS OF SALE

1. The offer to purchase shall be for the entire 2.0 +/- gross acres of the Property.
2. The City Council reserves the right to reject any and all offers to purchase the Property. All offers to purchase the Property are currently scheduled to be heard by the City Council on October 3, 2023.
3. The minimum acceptable offer to purchase the Property is based upon the Fair Market Value price of Nine Hundred Fifteen Thousand and no/100 Dollars (\$915,000.00 U.S.).
4. All offers must include and be accompanied by a minimum earnest money deposit of Forty Five Thousand Seven Hundred Fifty and no/100 Dollars (\$45,750.00), which is five percent (5%) of the Fair Market Value of the Property. The minimum earnest money deposit must be presented with the offer to purchase the Property in order for the offer to be considered a Qualified Offer for evaluation and consideration by the City Council. If the offer is accepted by the City Council, the minimum earnest money deposit will be applied to the purchase price.
5. The Property is currently zoned IP-MP (Industrial Park with Master Plan Overlay District). Qualified Offers may include a proposal to rezone the Property and/or to change the land use of the Property, including removal of the current WHGBD Master Plan Overlay and replacement with the Inspirada Town Center Master Plan, if appropriate, provided that the Property shall be deed restricted consistent with the Act as described further herein.
6. The City and the Buyer shall execute a mutually acceptable land purchase and sale agreement ("Purchase and Sale Agreement") that will memorialize the terms and conditions outlined herein once approved by the City Council. The Purchase and Sale Agreement shall be utilized as the City's and Buyer's instructions to the escrow agent.
7. The escrow agent for the sale shall be First American Title Company.
8. If a Purchase and Sale Agreement is not executed or escrow has not opened within six (6) months of the date of the current appraisal(s), the Property shall be subject to a new appraisal(s) in accordance with NRS 268.059, which valuation shall then be utilized to establish the fair market value for the Property to be sold in conformance with the procedures for conveyances established in the City Charter.
9. Sale of the Property will be contingent upon the Buyer and the City entering into a Disposition Agreement governing the development of the Property, including, without limitation, all of the following: (a) the permitted uses of the Property, (b) the design and aesthetics of all improvements, (c) the conditions, terms, restrictions, and requirements for all necessary public and private infrastructure, (d) the timing for commencing and completing the construction

of the improvements of the Property, (e) providing for an option to repurchase the Property by City in the event of a Buyer default, and (f) any other matters related to the development of the Property.

10. The balance of the purchase price will be due in immediately available federal funds at time of closing.
11. The Buyer shall pay all recording fees, escrow fees, and any other cost associated with escrow including real property transfer taxes, and may obtain title insurance at its own expense. Furthermore, the Buyer shall reimburse the City for the cost of all appraisals for the Property and all publication fees related to the offer and sale process.
12. The Property will be deed restricted to prohibit residential uses and require that non-residential uses be compatible with airport noise compatibility planning in accordance with Section 47504 of Title 49, United States Code (relating to airport noise compatibility planning) and regulations promulgated in accordance with that section, and all other applicable federal, state, and local legal requirements.
13. The Buyer acknowledges that the City's willingness to enter into this sale is based on the Buyer developing the Property consistent with the elements set forth in Buyer's offer, including, without limitation, the Land Use and Development Plan, Economic Development and Job Creation Plan, and the Phasing Plan (if applicable). The Purchase and Sale Agreement and the Disposition Agreement shall include covenants requiring the Buyer to maintain its position as the master developer of the Property responsible for the overall conceptualization, design, and construction of the Property until completion of the project proposed in the Qualified Offer.
14. Prior to the completion of construction of the project proposed by the Qualified Offer, the Buyer shall not sell or transfer all or any portion of the Property to any other third party without the prior written consent of the City, which consent shall be solely within City's discretion. Any transfer in violation of this prohibition shall be deemed an event of default by the Buyer.
15. No transfer of any portion of the Property shall relieve the Buyer of its obligations as to the portion of the Property so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of the Purchase and Sale Agreement and the Disposition Agreement.
16. In recognition of the City's interest in the expeditious development of the Property in conformance with the City's vision and expectations for economic development, the Buyer shall grant the City an irrevocable, exclusive right and option to repurchase the entire Property, or any undeveloped phase of the Property, upon an event of default of Buyer, or any of its successors and assigns, to develop each phase of the Property in conformance with the requirements of the Disposition Agreement.
17. The sale of this 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 Titles 14

and 19 of the Henderson Municipal Code. The Buyer understands the Property will be subject to requirements for development pursuant to the Henderson Municipal Code.

18. The Buyer acknowledges that the City, its employees, agents, and representatives have made no representations or warranties, written or oral, express or implied, with respect to the Property except that the City is the owner of the Property in fee title and has the authority to sell the Property in accordance with the Act, Nevada law, and the City Charter, and upon the terms and conditions set forth herein. The Buyer is relying upon its own expertise and upon its own investigation of the Property with respect to its suitability for the Buyer's intended use. The Buyer shall acquire the Property AS IS, WHERE IS, and WITH ALLFAULTS.