



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 15, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Exclusive Negotiating Rights Agreement ("Agreement") between Carson City and PalaSeek LLP, to be effective until January 1, 2022, for the potential development of affordable/workforce housing located on a portion of real property owned by Carson City and located at 3410 Butti Way, APN 010-037-04 ("Property"). (Dan Stucky, DStucky@carson.org)

Staff Summary: On January 17, 2019, the Board of Supervisors directed staff to initiate diligence on conveying the Property in accordance with NRS Chapter 244 to a qualified developer for the development of affordable/workforce housing. On December 5, 2019, the Board of Supervisors selected PalaSeek LLP and its proposed project as the only project suitable for further pursuit and the negotiation of a development agreement. Since that time, PalaSeek LLP has advanced the project significantly. PalaSeek LLP is now seeking project financing, including tax credits and other funding mechanisms through the Nevada Housing Division. To secure those funding mechanisms, PalaSeek LLP needs to demonstrate "site control" for the Property which can be accomplished through an agreement showing that it has the exclusive rights to negotiate a development agreement until January 1, 2022. This Agreement is intended to allow PalaSeek LLP to demonstrate site control of the Property and pursue the tax credits and other project financing options available through the Nevada Housing Division of the Department of Business and Industry.

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

Proposed Motion

I move to approve the Agreement as presented.

Board's Strategic Goal

Economic Development

Previous Action

January 17, 2019 - The Board of Supervisors directed staff to initiate due diligence to determine whether to convey a portion of 3410 Butti Way (APN 010-037-04) under the provisions NRS Ch. 244 for development of affordable/workforce housing and prepare a proposed Request for Proposals (RFP) to be reviewed by the Board in order to seek proposals from qualified developers through a competitive process.

September 5, 2019- The Board of Supervisors reviewed and discussed the draft RFP for the development of 3410 Butti Way (APN 010-037-04) for Affordable/Workforce Housing and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

December 5, 2019- The Board of Supervisors held a public hearing on the RFP and the selection of a developer for 3410 Butti Way, and approved a motion selecting PalaSeek LLP to work with the City to further pursue the project and attempt to negotiate a development agreement for PalaSeek LLP's proposed project.

Background/Issues & Analysis

On September 12, 1960, the City acquired approximately 127.7 acres of property along Butti Way from the State of Nevada. Since this time, the property has been developed to house several City Departments and facilities including the Public Works Department and Corporate Yard, the Parks and Recreation Department, the Nevada Humane Society and the Water Resource Reclamation Facility. Within that 127.7 acres acquired by the City is 7.81 acres of real property at 3410 Butti Way (APN 010-037-04). The City has designated the western-most 6.31 acres of the 7.81 acres making up APN 010-037-04 for the development of an affordable housing project. The remaining approximately 1.5 acres making up the eastern-most portion of APN 010-037-04 is being reserved for future use by the City. The City does not have a present need to retain the 6.31 acres for public use and identified it as a feasible location for affordable/workforce housing.

On January 17, 2019, the Board of Supervisors directed staff to initiate due diligence to determine whether to dispose of a portion of 3410 Butti Way (APN 010-037-04) under the provisions of NRS 244.287 or NRS 244.284 for development of affordable housing and prepare a proposed RFP to be reviewed by the Board in order to seek proposals from qualified developers through a competitive process. Subsequently, staff obtained a title report, appraisal, and Phase 1 Environmental Site Assessment. The Phase 1 Environmental Site Assessment revealed no evidence of recognized environmental conditions in connection with the property. The appraisal valued the property at \$755,000.

On September 5, 2019, the Board of Supervisors reviewed and discussed the draft RFP for the development of 3410 Butti Way (APN 010-037-04) for affordable/workforce housing and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

On October 24, 2019, PalaSeek LLP submitted its proposal for the RFP. PalaSeek LLP proposed developing approximately 160 units of affordable/workforce housing on the Property, with PalaSeek LLP paying a nominal charge of \$10,000 plus the cost of any transfer taxes.

On December 5, 2019, the Board of Supervisors reviewed proposals and presentations by two proposers and approved the selection of PalaSeek LLP to continue working with the City to pursue the project and negotiate a development agreement.

Since this time, the project has advanced and achieved the following milestones:

- On June 26, 2020, Ordinance No. 2020-10, Bill No. 110, was recorded as Document No. 507505, effectuating a Zoning Map Amendment such that zoning for the property was changed from Public Regional (PR) to Multi-Family Apartment (MFA). The eastern most 1.5-acre portion of APN 010-037-04 remains zoned as Public Regional (PR).
- On August 18, 2020, the City and PalaSeek LLP conducted a Major Project Review (MPR-2020-0023) of the preliminary development plans.
- On March 2, 2021, the City and PalaSeek LLP conducted a Conceptual Map and Major Project Review (PM-2021-0049) of the preliminary development plans and proposed parcel map.
- On March 29, 2021, PalaSeek LLP and their development team held an online public meeting to provide an overview of the project and respond to questions. Project-related content was also posted online and an email address was provided to the community to submit future questions related to the project.

The City and PalaSeek LLP are currently working on drafting a development agreement. This development agreement will establish terms and requirements, including, but not limited to: the conveyance of the project site from the City to PalaSeek LLP; affordability requirements for future occupants; and the construction timeline and phasing of the project. Ultimately, the development agreement will be brought to the Board of Supervisors

for review and approval. In the meantime, PalaSeek LLP is seeking project financing options and planning to submit a request for tax credits and other funding mechanisms through the Nevada Housing Division. In order to submit to the Nevada Housing Division, PalaSeek LLP must exhibit some form of "site control". After discussions with the City and a Nevada Housing Division representative, PalaSeek LLP determined that in the absence of an executed development agreement, an Exclusive Negotiating Rights Agreement could serve as an adequate form of "site control" if that agreement showed the City was negotiating a development agreement with PalaSeek LLP only in regard to 3410 Butti Way. Therefore, the Agreement is an interim agreement until a formal development agreement is executed that will allow PalaSeek LLP to pursue funding options for the project.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.28 and 244.287

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the proposed Agreement and/or provide alternative direction to staff.

Attachments:

[Carson City Golden Housing - Exclusive Negotiating Rights_FINAL.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

**EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(PalaSeek LLP)**

This EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "Agreement") is entered into by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada (the "City"), and PalaSeek LLP, a Nevada limited liability partnership or its assigns as approved by the City (the "Developer"), on the basis of the following facts. The City and Developer are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. The City owns 7.81 acres of real property located at 3410 Butti Way in Carson City, Nevada with APN 010-037-04. The City has designated 6.31 acres from the western-most portion of APN 010-037-04 for the development of an affordable housing project ("Project Site"). The eastern-most 1.5 acres of APN 010-037-04 is not part of the Project Site. APN 010-037-04 and the Project Site are more particularly described in Exhibit A.

B. On January 17, 2019, the Carson City Board of Supervisors directed City staff to initiate due diligence on conveying the Project Site, under NRS Ch. 244, to a qualified developer for the purpose of developing affordable housing at the Project Site. That qualified developer was to be chosen through a competitive bidding process based on responses to the City's Request for Proposals ("RFP").

C. On September 5, 2019, the Board of Supervisors reviewed and discussed the draft RFP for the development of 3410 Butti Way (APN 010-037-04) for affordable/workforce housing and directed staff to publish the RFP in order to seek proposals from qualified developers through a competitive process.

D. On September 12, 2019, the City issued the RFP. The City established a number of objectives in its RFP to guide its selection of a development partner, including: a project that can deliver long-term, sustainable affordability for the housing units developed; a high-quality development; and an experienced and able development partner.

E. Developer submitted a proposal in response to the RFP on or about October 24, 2019 (the Developer's Proposal). Developer proposed the new construction of one hundred sixty (160) units in four (4) buildings of affordable housing at the Project Site ("Project").

F. On December 5, 2019, the Carson City Board of Supervisors held a public hearing on the RFP and the selection of a developer for the Project Site, and approved a motion to select the Developer to develop the Project and authorize the City to work with Developer in pursuing the Project.

G. Developer plans to submit a request for tax credits and other funding mechanisms to the Nevada Housing Division.

H. Developer is currently seeking financing for the Project from sources, including, without limitation, State of Nevada low income housing tax credits and the Federal Home Loan Bank's Affordable Housing Program, as they may become available, proceeds from the issuance

of tax-exempt bonds, and private investment through the Low-Income Housing Tax Credit program, Federal Housing Trust Funds and HOME funds through the State of Nevada.

I. It is anticipated that the City and the Developer will enter into a development agreement (a "DA"). It is further anticipated that the DA will provide for conveyance of the Project Site to the Developer. Although specific details regarding the land transfer will be summarized in the DA, it is expected that the City will convey the land (valued at \$755,000) to the Developer for a payment of \$10,000 plus the cost of any transfer taxes. The Parties recognize and acknowledge that a full DA has not occurred and may not be in place at the time of submission of an application to the Nevada Housing Division, and this Agreement is intended to serve as "site control" while the final DA is being negotiated.

J. The purpose of this Agreement is to establish the procedures and standards for the negotiation by the City and Developer for a DA, pursuant to which, among other matters, the Parties will agree to terms for: (i) conveyance of the Project Site from the City to Developer, (ii) affordability requirements, and (iii) Developer to construct the Project. As more fully set forth in Section 3.1, the Parties acknowledge and agree that this Agreement in itself does not obligate either Party to acquire or convey any property, does not grant Developer the right to develop the Project, and does not obligate Developer to any activities or costs to develop the Project, except for the continuation of progress towards a DA.

K. On April 15, 2021, the Carson City Board of Supervisors held a public hearing on this Agreement and authorized the City to enter into this Agreement. This Agreement was subsequently executed by the Parties and became effective upon the date of last signature ("Effective Date").

AGREEMENT

NOW, THEREFORE, in consideration of the recitals hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 EXCLUSIVE NEGOTIATION RIGHTS

Section 1.1 Recitals. The above Recitals are hereby expressly incorporated herein and made a part of this Agreement by this reference.

Section 1.2 Good Faith Negotiations. During the Negotiating Period, the City and Developer shall negotiate diligently and in good faith the terms of the DA for the development of the Project.

Among the issues to be addressed in the negotiations are the detail of the targeting for affordable units, the overall financing structure as submitted to Nevada Housing Division, the requirement for environmental review to take place, prior choice limiting activities, and the

design and aesthetic considerations of the Project. The Parties will use the RFP and the Developer's Proposal, as starting point for the DA.

Section 1.3 Negotiating Period.

(a) The Negotiating Period under this Agreement (the "Negotiating Period") shall be for a period of one hundred eighty (180) days, and shall commence as of the Effective Date and shall expire at 5:00 p.m. Pacific Time on the date which is one hundred eighty (180) days thereafter unless earlier terminated by written notice from one Party to the other. The Negotiating Period may be extended at the request of Developer three (3) times. The first two extensions would be for two (2) successive periods of thirty (30) days ("Initial Extension Period"); provided that Developer delivers a written request for such extension prior to expiration of the Negotiating Period or applicable Extension Period, and provided further that Developer is not then in default under this Agreement. The third extension would run from the expiration of the Initial Extension Period to January 1, 2022 ("Final Extension Period"); provided that Developer delivers a written request for such extension prior to expiration of the applicable Initial Extension Period, and provided further that Developer is not then in default under this Agreement.

(b) If a DA has not been executed by the Parties by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement except as set forth in Section 3.5. If a DA is executed by the Parties, then upon such execution this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DA.

Section 1.4 Exclusive Negotiations. During the Negotiating Period, the City shall negotiate exclusively with Developer, or any City-approved assignee of Developer, as set forth herein and shall not negotiate with any other person or entity regarding the development of the Project Site or any portion thereof, or solicit or entertain bids or proposals to do so.

ARTICLE 2
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DA, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable DA prior to the expiration of the Negotiating Period.

Section 2.2 Schedule of Performance.

(a) Within thirty (30) days after the date of this Agreement, Developer shall provide the City with a proposed schedule of activities to be accomplished during the Negotiating Period.

(b) Within such thirty (30) day period, Developer shall also provide the City with a preliminary schedule of performance (the "Schedule of Performance") for activities to be undertaken under this Agreement by Developer and the City during the Negotiating Period or thereafter, which may include, but not be limited to: submission details to Nevada Housing Division and potential phasing of project.

Section 2.3 Final Reports. Developer shall provide the City with copies of all final third party reports, studies, analyses, and similar documents commissioned by Developer with respect to this Agreement and the development of the Project Site, promptly upon their completion. Developer makes no representation or warranty and shall have no liability to City as to the accuracy or reliability of any such materials.

Section 2.4 Planning Approvals. Developer shall submit applications to the applicable government agency for any land use zoning, subdivision and other entitlements required for the Project (the "Planning Approvals"). Prior to such submittal, Developer shall submit plans and designs for the Project to the City and/or appropriate City departments for their informal review. The Parties acknowledge that the submission and processing of the Planning Approvals may occur after the Negotiation Period, in accordance with the Schedule of Performance to be developed pursuant to Section 2.2.

Section 2.5 Environmental Review. The Developer, upon successful application to Nevada Housing Division, shall prepare or shall cause to be prepared any environmental documentation required by 24 CFR Part 58 ("Environmental Review"); provided, however, that nothing in this Agreement shall be construed to compel the City to approve or make any particular finding with respect to such Environmental Review. Developer shall provide such information about the Project as may be required to enable the City to prepare or cause preparation and consideration of any required document, and shall otherwise generally cooperate with the City to complete this task. The Parties acknowledge that the preparation of the documentation may occur after the Negotiation Period, in accordance with the Schedule of Performance to be developed pursuant to Section 2.2.

Section 2.6 Subdivision Map. Developer shall submit any parcel map or tentative subdivision map to the City required for the proposed Project. The Parties acknowledge that the submission and processing of the parcel map or tentative map may occur after the Negotiation Period, in accordance with the Schedule of Performance to be developed pursuant to Section 2.2.

Section 2.7 Financial Proforma Analysis. Developer shall provide the City with a preliminary financial proforma for the Project containing matters typically contained in such proformas, including (without limitation) a general development cost budget and an operating income and expense estimate (excluding confidential or proprietary information. Developer shall provide this to the City in accord with the Schedule of Performance to be developed pursuant to Section 2.2.

Section 2.8 Organizational Documents. Developer shall provide the City with copies of its organizational documents evidencing that Developer exists and is in good standing to perform its obligations under this Agreement. Developer shall provide this to the City in accord with the Schedule of Performance to be developed pursuant to Section 2.2.

Section 2.9 Utilities. Developer shall consult with the utility companies, which could include the City for City-provided utilities, serving the Project Site to determine if existing utility facilities require expansion, relocation or undergrounding in connection with development of the Project. Developer shall do so in accord with the Schedule of Performance to be developed pursuant to Section 2.2. The City shall assist and cooperate with Developer in such consultations.

Section 2.10 Progress Reports. Upon reasonable notice, as from time to time requested by the City, Developer shall make progress reports advising the City on the studies being made and matters being evaluated by Developer with respect to this Agreement and the Project. Such progress reports shall be in writing, if so requested by the City. The City shall not request written reports more frequently than once each month.

ARTICLE 3 GENERAL PROVISIONS

Section 3.1 Limitation of Agreement. This Agreement shall not obligate Developer or the City to enter into a DA. By execution of this Agreement, neither the City nor Developer is committing itself to or agreeing to undertake acquisition, disposition, or exercise control over the Project Site. In the event Developer determines at any time that the Project is infeasible, in Developer's discretion, Developer may terminate this Agreement by providing written notice to the City. In the event that Developer (or any partner through whom Developer seeks funding, including but not limited to Carson City Golden Family Housing LLC or Carson City Golden Housing LLC) fails to secure the funding resources described in Recital H or the funding resources described in Recital I, the City may terminate this Agreement by providing written notice to Developer. Similarly, the City may terminate this Agreement by providing written notice to Developer if Developer seeks an assignment of its right to pursue the Project or its rights under this Agreement to another entity, and the City (through its Board of Supervisors) declines to authorize that assignment. Nothing in this Agreement shall be construed as requiring the City to approve any assignment Developer seeks. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City action the final discretion and approval regarding the execution of a DA, related Project Site conveyances, and all proceedings and decisions in connection therewith. Any DA resulting from negotiations pursuant to this Agreement shall become effective only if, and after, such document(s) has been considered and approved by the Carson City Board of Supervisors following all legally required procedures, and executed by duly authorized representatives of the City and Developer. Until and unless a DA is signed by Developer, approved by the Carson City Board of Supervisors, and executed by the City, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on Developer or the City to enter into, or support entering into, a DA or be used as evidence of any oral or implied agreement by Developer or the City to enter into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by email; certified mail, postage prepaid, return receipt requested; or express or overnight courier service,

to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time.

City: Carson City Public Works Department
Dan Stucky
3505 Butti Way, Carson City, Nevada 89701
dstucky@carson.org

With copies to: Carson City District Attorney's Office
Adam Tully
885 E. Musser St., Ste. 2030
Carson City, NV 89701
atully@carson.org

Developer: PalaSeek LLP
876 Ridgecrest Drive
Carson City, NV 89705
omarafifeh@universalconstructionllc.com

With a copy to: Ramsey Barhorst, LLC
117 West 20th Street, Suite 102
Kansas City, MO 64108
Attn. Chris Barhorst, chris@ramseybarhorst.com

Such written notices, demands, and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date the notice was returned as undeliverable.

Section 3.3 Limited Liability and Non-Liability of Officials, Employees and Agents. The City will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. No member, official, employee or agent of the City shall be personally liable to Developer in the event of any default or breach of this Agreement by the City, or for any amount which may become due to Developer or any of its successors in interest.

Section 3.4 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Project Site with respect to this Agreement or any dispute or act arising from it.

Section 3.5 Access to Sites. The City shall cooperate with Developer in providing access to the Project Site for the purpose of performing tests, surveys, and inspections. Developer shall indemnify the City, its board members, officials, directors, employees and agents (collectively, the "Indemnities") from and against any losses, claims, damages, liabilities, judgments, causes of action or actions (including reasonable attorneys' fees and costs

(collectively, "Claims")) arising out of the entry of Developer (or their consultants) onto the Project Site, except to the extent due to the gross negligence or willful misconduct of City, its board members, officials, directors, employees or agents, or out of the discovery by Developer of any hazardous substances or other adverse physical condition on the Project Site. Developer shall not permit any liens to attach to the Project Site arising out of its activities thereon.

Section 3.6 Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, except as specifically provided in this Agreement.

Section 3.7 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement. The City represents that it has engaged no broker, agent, or finder in connection with this transaction. Developer shall defend and hold the City harmless from any claims by any broker, agent, or finder retained by Developer.

Section 3.8 Assignment. The Parties acknowledge that the City has entered into this Agreement on the basis of the special skills, capabilities, and experience of Developer. This Agreement is personal to the City and Developer. The City shall not assign this Agreement without the prior written consent of Developer, and the Developer shall not assign this Agreement without the prior written consent of the City, which the Parties recognize would require specific action by the Carson City Board of Supervisors. Upon any permitted assignment hereunder, the assigning party shall automatically without the need for further documentation be released of all of its obligations under this Agreement that are assumed by the assignee under such assignment and assumption agreement. Any attempted assignment of the Agreement in violation of this Section 3.8 shall be considered an event of default.

Section 3.9 Default. Failure by any Party to perform its obligations as provided in this Agreement shall constitute an event of default hereunder. A non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. The defaulting Party shall have fifteen (15) days after receipt of such notice to cure, or for such longer period of time as may be reasonably necessary to effect cure, so long as the defaulting Party has commenced cure within such fifteen (15) day period and is diligently proceeding to completion ("Cure Period"). If the default remains uncured after the Cure Period has ended, the non-defaulting Party may exercise the remedies set forth below.

Section 3.10 Remedies. In the event of an uncured default by the City or Developer, the non-defaulting Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, to require the defaulting Party to specifically perform the terms and conditions of this Agreement, or to obtain any other remedy at law or in equity. Notwithstanding the foregoing, no Party shall be liable to the other Party for monetary damages.

Section 3.11 Legal Action.

(a) If any legal action (including any arbitration or mediation proceeding) is commenced to interpret or to enforce the terms of this Agreement or to adjudicate any alleged breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover

against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement). The Parties agree that, in the event a lawsuit is filed, and a Party is awarded attorneys' fees, for any reason, the amount of recoverable attorneys' fees shall not exceed the rate of \$125 per hour.

(b) Any lawsuit to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement shall be filed in the First Judicial District Court in Carson City, Nevada or in the United States District Court for the District of Nevada in Reno, Nevada.

Section 3.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction.

Section 3.13 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the Project.

Section 3.14 Amendment. Any amendment or other modification of this Agreement must be in a written instrument executed by the City and Developer that expresses the intent to amend or otherwise modify this Agreement.

Section 3.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY:

Executive Office
Purchasing & Contracts Department
201 North Carson Street, Suite 2
Carson City, NV 89701
Telephone: 775-283-7362
Fax: 775-887-2286
cakers@carson.org

By: _____
Carol Akers, Purchasing & Contracts Admin.

Dated: _____

Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: (775) 887-2355
Fax: (775) 887-2112
dschulz@carson.org

By: _____
Darren Schulz, Director

Dated: _____

CITY'S LEGAL COUNSEL:

Carson City District Attorney

I have reviewed this Agreement and approve as to its legal form.

By: _____
Deputy District Attorney

Dated: _____

DEVELOPER:

PalaSeek LLP,
a Nevada Limited Liability Partnership

By: _____

Its: _____

Dated: _____

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 15, 2021, approved the acceptance of the attached Contract hereinbefore identified as the EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT between PalaSeek LLP and the City. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set her hand to this document and record her signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this _____ day of April, 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this _____ day of April, 2021.

EXHIBIT A
PROPERTY ADDRESS

EXHIBIT A



Property Information

Property ID 01003704
 Location 3410 BUTTI WY
 Owner PROPERTY MANAGEMENT,CARSON CITY
 Acres 7.81



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018