



Notice of Public Auction

Sale Brochure

AUCTION NO.: 10-09

Total Auction Items: 1

PROJECT INFORMATION

Project No.: SPSR-0160(006)

E.A.: 72495

AUCTION INFORMATION

Date: October 26, 2021

Time: 1:00 pm

Place:

Online via Microsoft teams meeting. Specific details posted at https://www.dot.nv.gov/doing-business/right-of-way/surplus-property-auctions

Contact Information:

Annie Paylor 1263 S. Stewart Street Carson City, NV 89712 (775) 888-7238 apaylor@dot.nv.gov

ITEM # PARCEL INFORMATION

1 **Parcel:** S-160-CL-003.200XS1

SUR 10-09

Property Address:

Along the north side of Blue Diamond Road, approximately 650' west of Kens Court, Las Vegas, Clark County, Nevada 89139 APN: 176-24-199-017

Updated: 09/2011

IMPROVEMENT / LAND DATA

Auction Item No.: 1





Physical Address: APN: 176-24-199-017

VACANT LAND

Zoning: H-2, General Highway Frontage

Built (if applicable): N/A

Square Feet (if applicable): N/A

Lot Size: 90,536 square feet or 2.08 Acres

Type of Construction (if applicable): Vacant

Parcel No.: S-160-CL-003.200XS1

Minimum Bid Amount \$ 882,000

Required Down Amount \$ 98,000

Payment in Full By: 90 CALENDAR DAYS FROM CLOSE OF AUCTION

Comments:

The subject parcel itself is a below grade, interior parcel that has no direct access to any roadway. The Department's appraisal of \$980,000.00 was established by a licensed appraiser.

The required down payment must be made to the designated title company within five (5) calendar days after the auction.

LEGAL DESCRIPTION PREPARED BY: JEFFREY J. HENKELMAN, P.L.S. NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION 1263 S. STEWART ST. CARSON CITY, NV 89712

EXHIBIT "A" LEGAL DESCRIPTION

Ptn. of APN: 176-24-199-017 Project: SPSR-0160(006) E.A.: 72495 Ptn. of Parcel: S-160-CL-003.200 Surplus No.: SUR 10-09 Parcel: S-160-CL-003.200 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 24, T. 22 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows:

> Beginning at the point of intersection of the west-west 1/64 section line of said Section 24 and the right or northerly right-of-way line of SR-160 (Blue Diamond Road), 107.89 feet right of and measured radially from the centerline of said SR-160 (Blue Diamond Road), at Highway Engineer's Station "Pe" 175+15.99 P.O.C.; said point of beginning further described as bearing N. 41°13'42" E. a distance of 990.30 feet from a 2-inch brass cap in concrete, stamped "N 1/16 S23; S24 PLS7169" accepted as being the north 1/16 corner common to Section 23 and said Section 24, shown and delineated as a "FOUND 2-INCH BRASS CAP 'PLS 7169' IN CONCRETE" on that certain RECORD OF SURVEY FOR THE OLYMPIC GROUP, filed for record on July 15, 1999, as Instrument No. 01170, in File 103, Page 75 of Surveys, Book No. 990715, Official Records Clark County, Nevada;

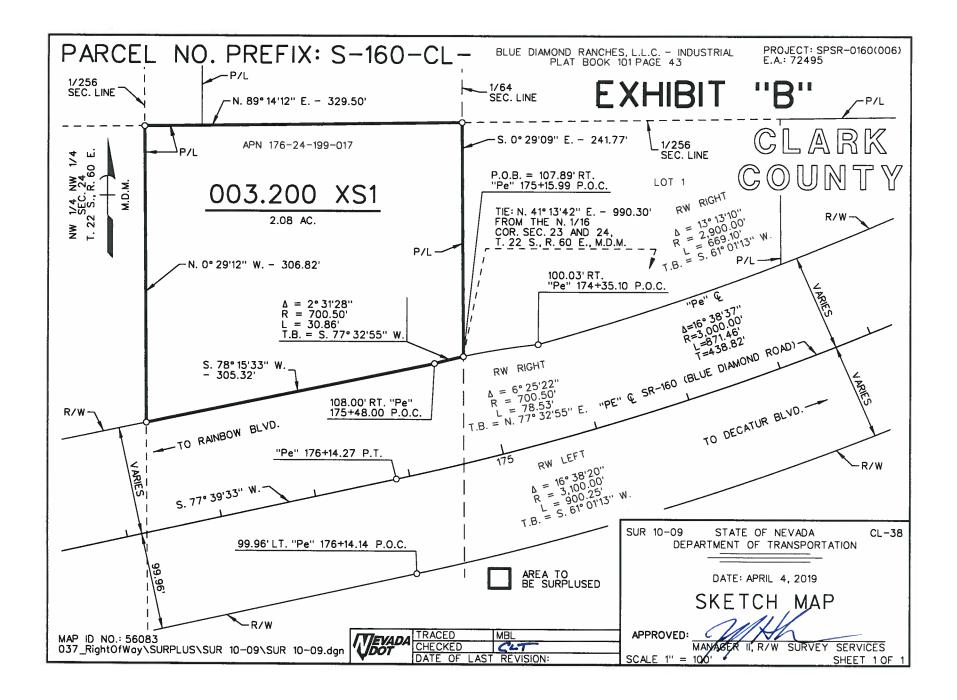
thence from a tangent which bears S. 77°32'55" W., along said northerly right-of-way line of said SR-160 (Blue Diamond Road), curving to the left with a radius of 700.50 feet, through an angle of 2°31'28", an arc distance of 30.86 feet; thence S. 78°15'33" W., continuing along said right or northerly right-of-way line a distance of 305.32 feet to the west-west-west 1/256 section line of said Section 24; thence N. 0°29'12" W., along said west-west-west 1/256 section line a distance of 306.82 feet to the north-north 1/256 section line of said Section 24; thence N. 89°14'12" E., along said north-north 1/256 section line; thence S. 0°29'09" E., along said 1/64 section line a distance of 241.77 feet to the point of beginning; said parcel contains an area of 2.08 acres (90,536 square feet).

SUBJECT TO any and all existing utilities, whether of record or not.

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

The above-described parcel is delineated and identified as Parcel S-160-CL-003.200 XS1 on Exhibit "B" attached hereto and made a part hereof.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, East Zone as determined by the State of Nevada, Department of Transportation.



VIRTUAL PUBLIC AUCTION SALE TERMS AND CONDITIONS OF LAND SALES

- A down payment of 10 percent of the minimum bid or \$1,000.00, whichever is greater, is required as a deposit. THE SUCCESSFUL BIDDER SHALL SUBMIT THE REQUIRED DOWN PAYMENT DEPOSIT TO A DESIGNATED ESCROW ACCOUNT WITHIN 5 CALENDAR DAYS OF THE AUCTION. FAILURE TO MEET THIS CONDITION SHALL RESULT IN DISQUALIFICATION OF THE BID AND THE ITEM MAY BE AUCTIONED AGAIN AT THE END OF THE AUCTION OR AT ANOTHER TIME AT THE DISCRETION OF THE DEPARTMENT. Additional paperwork must be completed following the auction.
- 2. If the sale is not approved by the Department, the deposit money will be refunded without interest. The State reserves the right to reject any and all bids and to cancel the sale in part or in its entirety.
- 3. On items selling for at least \$1,001.00 up to \$10,000.00, the balance of the sale price is due and payable in full within 30 calendar days of the auction without interest.

On items selling for at least \$10,001.00 up to \$25,000.00, the balance of the sale price is due and payable in full within 60 calendar days after the auction without interest.

On all items selling for \$25,001.00 or more, the successful bidder will have the option of paying the balance in full within 90 calendar days of the auction without interest. No other payment schedule will be allowed.

- 4. Completion of the Public Auction Intent to Purchase (Form 894B) with selection of a payment option, as described in paragraph 3. above, must be made within 10 calendar days of the auction; and the Land Sale Agreement (Form 892A) must be signed within 20 calendar days of the auction.
- 5. Failure of the successful bidder to complete and return the Public Auction Intent to Purchase (Form 894B) within 10 calendar days will result in the sale being nullified and all deposits forfeited. Also, failure of the successful bidder to subsequently sign and return the Land Sale Agreement (Form 892A) within 20 calendar days will result in the sale being nullified and all deposits forfeited.
- 6. The property sold will be subject to existing recorded or unrecorded leases, easements, liens, or encumbrances. It should be specifically understood that the State's conveyance will be by quitclaim deed and the State shall not warrant title. (Refer to NRS 408.533)
- 7. All acreages and dimensions are approximate, and no warranty is made as to the accuracy of said acreages or dimensions. All properties are sold in "as is" condition. Legal descriptions for the land sales are attached to the brochure.
- 8. Prospective bidders shall consult the designated title company handling the escrow services regarding the status of the title of the property. No policy of Title Insurance will be furnished by the State in connection with this transaction.
- 9. Prospective bidders should confer with local planning officials to determine feasibility of any intended use of the property. State makes no warranty as to existing or future zoning nor local engineering requirements for development.
- 10. The successful bidder shall pay all recording fees, documentary stamp taxes, or other real estate transaction taxes or fees by whatever name known, including escrow fees or broker's commission, if any, and personal property taxes where applicable.

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- 11. The successful bidder shall be responsible for complying with local building codes and correcting defects, which may be required by local governing agencies and/or lending agencies.
- 12. Should the successful bidder desire a survey of the property, this may be accomplished by an independent survey at the successful bidder's expense. No warranty is made by the Department of Transportation relative to the ground locations of property lines other than monumented highway right-of-way lines.
- 13. The laws of the State of Nevada require that sales of property shall be by open auction with free and unrestricted bidding with the sale going to the highest bidder. Any agreement by the participants to bid or not to bid in the auction will result in the disqualification of the parties to the agreement. An offer to participate in such an agreement will also result in the disqualification of the person making the offer. The sale will be continued with the remaining qualified bidder(s), if any. The above provisions have no application to legitimate partnership or joint venture bids.
- 14. Pursuant to Title VI of the Civil Rights Act of 1964, no one will be discriminated against concerning the Public Auction Sale on the grounds of race, color, sex, age, creed, national origin or handicap, and the sale of subject property must comply with all requirements imposed by said Act.
- 15. The information contained in the brochure was obtained from sources deemed reliable, but it is not guaranteed, and is furnished solely as an aid to prospective bidders.
- 16. Improved properties will be open for inspection in accordance with the notice of publication. Unauthorized persons found on the property at any time other than by appointment will be subject to prosecution for trespassing.
- 17. The minimum bid is 90% of the appraised fair market value.

For additional information on the terms and conditions of sale call the Nevada Department of Transportation, Right-of-Way Division at (775) 888-7480.