

PERSPECTIVE

President's Message

**Jakke Farley, CCIM**2026 Southern Nevada
CCIM Chapter President

As we close out another active quarter, I continue to be encouraged by both the resilience of the Southern Nevada commercial real estate market and the engagement of our chapter membership. Despite ongoing economic and political uncertainty, Las Vegas remains one of the nation's most dynamic markets, driven by continued population growth, infrastructure investment, tourism demand, and business expansion. While capital markets remain selective and transaction volume has yet to fully return to historic levels, we continue to see opportunities emerge across multiple asset classes as investors, lenders, and occupiers adapt to evolving market conditions.

One of the greatest strengths of our chapter is our ability to bring together industry leaders to help members better understand the forces shaping our market. In April, we hosted Navigating the Next Era of Gaming Real Estate, where attendees gained valuable insight into the evolving relationship between gaming, hospitality, and commercial development. In May, our Political Outlook luncheon provided timely perspectives on legislative and regulatory issues that could influence the business environment across Nevada. By the time you read this message, we will have also hosted Connecting Southern Nevada, a transportation-focused panel exploring the infrastructure projects and mobility initiatives that will impact our region's future growth and connectivity.

Beyond our luncheon programs, our chapter remained active in supporting both the industry and our community. We proudly hosted the annual Andy Hanrge Memorial Poker Tournament, bringing members together for a great cause while honoring a cherished legacy within our chapter. Congratulations to this year's champion, Royi Moses, and thank you to everyone who participated and

[Continued on page 24](#)

In this issue...

Click on title to go to story

[Nevada's Mid-Tier
Hotel Market](#) Pg. 4[Legal - When Handshakes
Won't Cut It](#) Pg. 5[Solid CRE
Momentum](#) Pg. 7[Community Bank
Consolidation](#) Pg. 8[Five Commercial
Title Issues](#) Pg. 10[How Lease Size Has Shifted
In LV Office Market](#) Pg. 12[The Vacant Land
Paradox](#) Pg. 14[More Than a
Major](#) Pg. 15[DTLV
Update](#) Pg. 17[Industrial vs Retail
In Las Vegas](#) Pg. 18[Las Vegas Medical
Office Development](#) Pg. 20[CCIM
Perspective](#) Pg. 21[CCIM
Dealmakers](#) Pg. 22

When Handshakes Won't Cut It: Nevada's Statute of Frauds in Real Estate

Sarah C. Ethington, Esq., Marquis Auerbach

In commercial real estate transactions, how parties memorialize their agreements can determine enforceability. Nevada Revised Statute (NRS) 111.205 sets forth Nevada's statute of frauds ("SOFs") requirements for real property interests, mandating that certain agreements be evidenced by a signed writing. Understanding how the statute of frauds applies to oral agreements, letters of intent, and electronic communications is essential for navigating real estate transactions.

NRS 111.205 and Nevada's Writing Requirement for Real Property Transactions

The SOFs provides that no estate or interest in lands, other than leases not exceeding one year, shall be created, granted, assigned, surrendered, or declared unless by operation of law or by a written instrument subscribed by the party creating the interest or by the party's lawful agent authorized in writing. This statutory framework reflects the longstanding policy of preventing fraudulent claims by requiring written evidence of real property transactions. For commercial real estate transactions, handshake deals and verbal understandings, however sincere, generally cannot create enforceable interests in real property.

Oral Agreements in Commercial Real Estate: The General Rule and Its Implications

Under Nevada law, oral agreements to convey or lease real property for terms exceeding one year are generally unenforceable. Courts have consistently held that the SOFs bars enforcement of verbal promises to sell, lease, or transfer interests in land, regardless of how clearly parties may have agreed on essential terms. Real property transactions

involve significant value and complexity, warranting the formality that written documentation provides. However, an oral agreement may still give rise to claims such as unjust enrichment or promissory estoppel under appropriate circumstances.

Letters of Intent: Binding Obligations or Mere Expressions of Interest?

Letters of intent occupy an uncertain position in commercial real estate practice. Whether a letter of intent satisfies the SOFs depends primarily on its

[Continued on page 26](#)



Avece Higbee, Phil Aurbach, Terry Moore, Scott Marquis, Jordan Peel
(David Alleman and Lance Earl - not pictured)

**NEVADA *Premier*
COMMERCIAL REAL ESTATE
LAWYERS**

1972  2022
MARQUIS AURBACH
CHTD.

10001 PARK RUN DRIVE | LAS VEGAS, NV 89145
MACLAW.COM | (702) 382-0711

content and the parties' expressed intentions. A letter containing all essential terms (party identification, property description, price, and other material terms) signed by the obligated party may satisfy NRS 111.205. However, many letters of intent expressly disclaim binding effect. Where a letter of intent contains clear terms and lacks express disclaimers of binding intent, it may constitute an enforceable agreement. Real estate professionals should draft letters of intent with precision, clearly articulating which provisions are intended to be binding.

**Email Exchanges and
Electronic Communications:
Do They Satisfy the SOFs?**

The Uniform Electronic Transactions Act ("UETA"), adopted in Nevada under NRS Chapter 719, provides that electronic records and signatures satisfy legal requirements for writings and signatures. Under NRS 719.120, an electronic record or signature satisfies requirements that would otherwise demand physical writings. Email exchanges containing essential contract terms and manifestations of assent may therefore satisfy the SOFs. Courts increasingly recognize that a series of emails can constitute a sufficient memorandum if they identify the parties, describe the property, state essential terms, and are authenticated by the obligated party. However, informal email exchanges may inadvertently create binding obligations or may fail to include all essential terms.

**The Partial Performance Exception:
When Equity Overrides the SOFs.**

Even where no writing exists, Nevada courts recognize the equitable doctrine of partial performance as an exception to the SOFs. Under this doctrine, a party who has partially performed an oral agreement for the transfer of land may be entitled to specific performance if the performance is unequivocally referable to the alleged agreement. To remove an oral contract from the SOFs, partial performance generally must involve conduct such as taking possession, making substantial improvements, or paying all or part of the purchase price, especially where such actions would be difficult to explain

without an underlying agreement. The partial performance exception is grounded in equity: it would be unconscionable to allow one party to invoke the SOFs to perpetrate a fraud on a party who has substantially performed in reliance on an oral promise. However, the exception is narrowly construed, and mere payment of money alone is generally insufficient.

**Practical Takeaways:
Protecting Enforceability of Agreements**

Several practical considerations emerge from Nevada's SOFs framework. First, reduce significant agreements to writing, even preliminary understandings. Second, when using letters of intent, specify which terms are binding. Third, recognize that email communications may create binding obligations, and treat electronic correspondence with the same care as formal agreements. Fourth, document acts of partial performance that contemporaneously include identification of the parties, an adequate property description, essential terms, and signature of the obligated party. By understanding NRS 111.205, electronic communications law, and equitable exceptions, real estate professionals can navigate the digital landscape while protecting their interests.



Sarah Ethington is an attorney with the Las Vegas law firm Marquis Aurbach ("MAC"). She can be reached at (702) 382-0711 or by visiting the firm's website at maclaw.com.

Fidelity National Title[®]



NATIONAL COMMERCIAL SERVICES

www.fntic.com/Commercial/