GRANT OF EASEMENT

FLAMINGO WASH

THIS INDENTURE OF EASEMENT, is made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter known as GRANTOR, and the CLARK COUNTY WATER RECLAMATION DISTRICT, a Quasi-Municipal Corporation, hereinafter known as GRANTEE.

WITNESSETH:

That the GRANTOR, for and in consideration of One Dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, does, by these presents, grant and convey unto the GRANTEE, its successors and assigns, an easement and right-of-way for the purpose of trenching, laying, constructing, inspecting, maintaining and repairing, reconstruction, operation and removal of sewage lines and appurtenant underground structures, together with the right to clear and keep clear any obstruction from the surface or subsurface as may be deemed necessary to insure safe and proper operation with the right of ingress and egress over, above, across, and under that certain parcel of land described in Exhibit "A" ("Easement Area") attached hereto and by this reference made a part hereof.

The GRANTOR, its successors and assigns, hereby covenant to and with said GRANTEE, its officers and agents and agree that:

1. GRANTEE shall utilize this easement only for the purpose of trenching, laying, inspection, operation, construction, maintenance, repair, reconstruction, removal, and replacement of pipelines for conducting sewage. The GRANTEE shall secure all necessary permits and plan approval required by law. All trenching, laying, inspection, construction, operation, maintenance, repair, reconstruction, removal, and replacement shall be done at no cost or expense to the County and only by the consent of the County, and in compliance with all applicable codes and rules and to the reasonable satisfaction of Clark County in a manner such as to pose no undue inconvenience to the public. Sewer pipelines are to be placed per plan approval for the permit by Clark County Department of Public Works.

2. This easement is conditioned upon GRANTEE assuming responsibility for any liability which may result from the negligence of its employees, agents, contractors, or subcontractors arising from the exercise of rights herein granted. GRANTEE further agrees, in case of damage to the Flamingo Wash improvements by reason of these operations during or after construction of the sewage pipeline, to repair and restore the channel at GRANTEE'S sole cost or expense to its original condition without delay. GRANTOR retains the right to inspect the channel and its improvements at any time during or after construction.
3. Neither the GRANTOR, nor its successors and assigns, shall disturb, injure, molest, or in any manner substantially interfere with any sewage line or appurtenant structure of material for laying, maintaining, operating, or repairing the same without the express permission of the GRANTEE; however, the GRANTOR will retain the right to fence, plant, maintain, clear, and keep clear any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of the Flamingo Wash improvements, so long as such uses are substantially consistent with the GRANTEE'S above described use and does not interfere with the rights herein granted.

4. GRANTEE agrees to expeditiously relocate and/or adjust its facilities, including but not limited to, sewage lines, underground structures, and manholes at GRANTEE'S cost and expense, as necessary for improvements and/or maintenance to Flamingo Wash, as requested by GRANTOR.

5. It is understood that entry will only be the minimum requirement to accomplish the above cited work and that every practical effort shall be made by the GRANTEE or its contractor to restore the property to its present appearance following any construction of underground line or appurtenances.

6. In the event GRANTEE, its successors and assigns, shall discontinue use of the Easement Area, this grant shall terminate and GRANTEE, its successors and assigns, shall remove its facilities there from and restore the property to its present appearance with the cost of such to be paid by the GRANTEE, its successors and assigns, or shall render the facilities inactive.

7. The possession and use of the said premises are to be and remain in said GRANTOR, its successors and assigns, subject to the grant herein made, as fully as if this conveyance had not been executed.

8. GRANTEE understands and agrees that the easement to be provided herein is within the Flamingo Wash and accordingly is susceptible to water runoff and flooding. GRANTEE agrees not to in any way prohibit, block, interfere or restrict the flow of water in the Easement Area and the channel, and GRANTEE also further agrees that GRANTOR will not be liable or responsible for any damages whatsoever to the GRANTEE'S facilities as a result of water flow and/or flooding in the Easement Area and/or the Flamingo Wash.

9. GRANTEE agrees to be solely responsible and liable for any damages and/or cleanup, which may occur should the water flow and/or flooding in the Easement Area and/or the Flamingo Wash damage GRANTEE'S facilities.

10. This easement is not intended to benefit any person who is not named as a party to this easement.
IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have hereunto affixed their signatures this 10th day of February, 2008.

CLARK COUNTY WATER RECLAMATION DISTRICT

RICHARD MENDES
General Manager

ATTEST:

SHIRLEY B. PARRAGUIRRE
County Clerk

COUNTY OF CLARK

VIRGINIA VALENTINE
County Manager

Approved as to form:

CHRISTOPHER FIGGINS
Chief Deputy District Attorney

STATE OF NEVADA  
COUNTY OF CLARK

On this 10th day of February 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Mendes who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State

My Commission expires: 8/19/2010

[SEAL]
LAND DESCRIPTION FOR PERMANENT SEWER EASEMENT
FLAMINGO WASH, CLARK COUNTY, NEVADA

A PORTION OF APN 162-13-296-001, 002 AND 007

A PORTION LANDS CONVEYED TO CLARK COUNTY FOR THE FLAMINGO WASH AS DESCRIBED IN BOOK 1159, DOCUMENT 1118344 OF OFFICIAL RECORDS RECORDED DECEMBER 11, 1979 AND BOOK 1562, DOCUMENT 1521582 OF OFFICIAL RECORDS RECORDED MAY 07, 1982 AND BOOK 20051102, DOCUMENT 01627 OF OFFICIAL RECORDS RECORDED NOVEMBER 11, 2005, SITUATE IN THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY NEVADA, SAID PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-QUARTER CORNER OF SAID SECTION 13 AND SECTION 14, AS MONUMENTED BY A TWO INCH BRASS CAP MARKED "T21S R61E ¼ 14/13 PLS 7008" IN A WELL, AND THENCE ALONG THE WESTERLY LINE OF SAID SECTION 13, NORTH 01° 44' 14" EAST, 205.70 FEET; THENCE SOUTH 88° 15' 46" EAST, 50.00 FEET TO THE EASTERN AVENUE BEING THE POINT OF BEGINNING:

THENCE LEAVING SAID RIGHT OF WAY SOUTH 88° 17' 08" EAST, 56.42 FEET; THENCE SOUTH 89° 48' 38" EAST, 89.89 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE BEING CONCAVE TO THE SOUTH, THE RADIUS POINT BEARS SOUTH 01° 47' 10" WEST, HAVING A RADIUS OF 491.89 FEET, THROUGH A CENTRAL ANGLE OF 16° 55' 09" , AN ARC LENGTH OF 145.25 FEET; THENCE LEAVING SAID CURVE SOUTH 68° 35' 00" EAST, 322.41 FEET; THENCE SOUTH 45° 10' 13" EAST, 9.01 FEET, TO THE SOUTHERLY RIGHT OF WAY OF FLAMINGO WASH; THENCE EASTERLY ALONG SAID RIGHT OF WAY ALONG A NON-TANGENT CURVE BEING CONCAVE TO THE NORTH, THE RADIUS POINT BEARS NORTH 00° 37' 27" EAST, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 01° 41' 07" , AN ARC LENGTH OF 14.71 FEET, TO A POINT OF TANGENCY; THENCE ALONG SAID TANGENT, BEING THE SOUTHERLY RIGHT OF WAY OF FLAMINGO WASH, NORTH 88° 56' 21" EAST, 12.68 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 44° 10' 47" WEST, 32.21 FEET; THENCE NORTH
68° 35' 00" WEST, 327.27 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE, BEING CONCAVE TO THE SOUTH, THE RADIUS POINT BEARS SOUTH 18° 45' 17" WEST, HAVING A RADIUS OF 511.50 FEET, THROUGH A CENTRAL ANGLE OF 17° 02' 19", AN ARC LENGTH OF 152.11 FEET; THENCE NORTH 89° 48' 54" WEST, 89.35 FEET; THENCE NORTH 88° 17' 08" WEST, 36.42 FEET; THENCE NORTH 01° 44' 14" EAST, 81.77 FEET; THENCE SOUTH 88° 17' 08" EAST, 36.39 FEET; THENCE SOUTH 86° 45' 21" EAST, 89.35 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE BEING CONCAVE TO THE SOUTH, THE RADIUS POINT BEARS SOUTH 01° 42' 57" WEST, HAVING A RADIUS OF 588.50 FEET, THROUGH A CENTRAL ANGLE OF 20° 45' 56", AN ARC LENGTH OF 213.29 FEET; THENCE SOUTH 63° 17' 48" EAST, 90.26 FEET; THENCE NORTH 70° 26' 15" EAST, 37.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE FLAMINGO WASH; THENCE WESTERLY ALONG SAID RIGHT OF WAY BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS POINT BEARS NORTH 21° 31' 48" EAST, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 04° 12' 38", AN ARC LENGTH OF 25.72 FEET, TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID FLAMINGO WASH NORTH 64° 15' 34" WEST, 3.37 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 70° 25' 03" WEST, 7.87 FEET; THENCE NORTH 63° 12' 40" WEST, 79.03 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY ALONG SAID CURVE BEING CONCAVE TO THE SOUTH, THE RADIUS POINT BEARS SOUTH 22° 53' 06" WEST, HAVING A RADIUS OF 608.50 FEET, THROUGH A CENTRAL ANGLE OF 21° 10' 14", AN ARC LENGTH OF 224.84 FEET; THENCE NORTH 86° 45' 21" WEST, 89.35 FEET; THENCE NORTH 88° 17' 08" WEST, 56.37 FEET; THENCE SOUTH 01° 44' 14" WEST, 121.77 FEET, TO THE POINT OF BEGINNING.

AREA OF PERMANENT SEWER EASEMENT
23,891 SQUARE FEET (0.548 ACRES)
THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS NORTH 14° 17' 52" EAST, BEING THE GRID BEARING BETWEEN LAS VEGAS VALLEY WATER DISTRICT STATION "LVVWD BASE # 1", AS SHOWN ON THAT MAP ON FILE WITH THE CLARK COUNTY RECORDER IN FILE 96, PAGE 77 OF SURVEYS, HAVING A PUBLISHED NORTHING OF 26,759,896.33 US SURVEY FEET AND AN EASTING OF 771,880.26 US SURVEY FEET, AND CORS STATION CARLTON, WITH A COMPUTED NORTHING OF 26,781,879.15 US SURVEY FEET AND 777, 482.67 US SURVEY FEET, AS DETERMINED BY GLOBAL POSITIONING SYSTEM STATIC SURVEYING TECHNIQUES.

VALUES BASED ON THE NORTH AMERICAN DATUM OF 1983/1994 HIGH ACCURACY REFERENCE NETWORK (NAD '83/94-HARN) NEVADA COORDINATE SYSTEM, EAST ZONE

PREPARED BY:
TRI STATE SURVEYING, LTD.
3471 WEST OQUENDO ROAD
SUITE 101
LAS VEGAS, NEVADA 89118

162-13-296-002 SEWER EASE
JAN. 09, 2008
Rev 2-7-08
<WTA
OWNED: CLARK COUNTY FLOOD CHANNEL RIGHT OF WAY
PARCEL NOS.: 162-13-296-001, 002 AND 007
SECTION, TOWNSHIP, RANGE: SECTION 13, T. 21 S., R. 61 E., M.D.M.
AREA OF PERMANENT SEWER EASEMENT: 23,891 SF (0.548 ACRES)

SCALE: 1"=150'
DRAWN BY: JJJJ
DATE: 1/7/08
CHECKED BY: WTA

CLARK COUNTY, NV
PUBLIC WORKS
500 S GRAND CENTRAL PKWY
LAS VEGAS, NEVADA 89155

CLARK COUNTY WATER RECLAMATION DISTRICT
PSE CHANNEL
PERMANENT SEWER EASEMENT

THE LOUIS BERGER GROUP, INC.
LAS VEGAS, NEVADA

TRI STATE SURVEYING LTD.
LAS VEGAS, NEVADA

10' SEWER EASEMENT
BOOK 162 INST. 1581414
09-15-82

NORTH
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**TRI STATE SURVEYING LTD.**
LAS VEGAS, NEVADA

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**CLARK COUNTY, NV PUBLIC WORKS**
500 S GRAND CENTRAL PKWY LAS VEGAS, NEVADA 89155

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**THE LOUIS BERGER GROUP, INC.**
LAS VEGAS, NEVADA

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**SCALE:** 1" = 60'
**DRAWN BY:** JJJ
**DATE:** 1/7/08
**CHECKED BY:** WTA

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**CLARK COUNTY WATER RECLAMATION DISTRICT PERMANENT SEWER EASEMENT**

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**PSE CHANNEL RIGHT OF WAY**

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**SHEET 2 OF 4**
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FLAMINGO WASH PROJECT BETWEEN DESERT INN ROAD AND SPENCER STREET

Subject Parcel's APN: 162-13-296-001, 002, and 007

03/03/09 BCC Meeting