INTERLOCAL AGREEMENT
TROPICANA WASH, PALOS VERDES STREET TO FLAMINGO ROAD

This Interlocal Agreement (this “Agreement”) is made and entered into by and between the
BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF
THE UNIVERSITY OF NEVADA, an agency of the State of Nevada, hereinafter called “UNLV,” and
CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter called “COUNTY.” This
Agreement shall be effective on the date the last authorized signatory affixes his/her signature below (the
“Effective Date”).

WITNESSETH

WHEREAS, the COUNTY proposes to design and construct improvements to the Tropicana
Wash, between Palos Verdes Street and Flamingo Road; and,

WHEREAS, the improvements include the construction of a concrete flood control facility and
appurtenances through the Tropicana Wash between Palos Verdes Street and Flamingo Road,
construction of additional reinforced concrete boxes under Flamingo Road, and a storm drain pipe in
Swenson Street, hereinafter referred to as “IMPROVEMENTS”; and,

WHEREAS, UNLV is developing a hospitality campus on a portion of its Maryland Parkway
campus near the Tropicana Wash, on property as generally depicted in Exhibit ‘A’, which includes the
existing Stan Fulton Building, a future academic building and a private developer’s hotel and conference
center (collectively, the “Hospitality Campus”); and,

WHEREAS, UNLV desires to have a portion of the flood control facility traversing the
Hospitality Campus enclosed; and,

WHEREAS, the purpose of this Agreement is to provide for a closed conduit flood control
facility along the portion of the Tropicana Wash on UNLV’s property between Swenson Street and
Flamingo Road, estimated at approximately 570 lineal feet, which would generally include a five cell
congrete box structure capable of supporting AASHTO HS20 traffic loading, transitions to existing
structures at Swenson Street and Flamingo Road, grading, and grated equipment and maintenance access,
but not including any improvements specific to Swenson Street or Flamingo Road, hereinafter referred to
as “BETTERMENTS”. The limits of the BETTERMENTS are shown on Exhibit ‘B’ and incorporated
herein by this reference. The BETTERMENTS together with the IMPROVEMENTS are hereinafter
collectively referred to as the “PROJECT”; and,

WHEREAS, the PROJECT will provide increased flood protection, and will allow for greater use
of UNLV’s property and will therefore be of mutual benefit to UNLV, the COUNTY, and to the people of
the State of Nevada; and,

WHEREAS, UNLV and the COUNTY are willing and able to perform the services described
herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein
contained, it is agreed as follows:

A. UNLV AGREES:

1. To pay to the COUNTY:
(a) Design costs for the BETTERMENTS in the amount of One Hundred Twenty-Two Thousand One Hundred Twenty and No/100 Dollars ($122,120.00) within ten (10) calendar days of this Agreement being approved by the Clark County Board of Commissioners (hereinafter referred to as the “Board of County Commissioners”). If UNLV causes and/or requests additions and/or changes to the PROJECT, and the COUNTY finds the additions and/or changes to the PROJECT acceptable, the design costs associated therewith will be borne solely by UNLV, and UNLV agrees to pay COUNTY these additional costs within thirty (30) calendar days of receipt of invoice.

(b) An amount equal to 66.66% of the total cost of the construction of the BETTERMENTS, including, but not limited to, construction costs, including utility relocations and/or adjustments, which arise out of and/or are related to the construction of the BETTERMENTS, plus 100% of the total cost of construction of any additional facilities and/or changes to the PROJECT requested and/or caused by UNLV and approved by the COUNTY. The estimated amount for construction of the BETTERMENTS is $2,408,000. Notwithstanding the estimated amount, UNLV agrees to pay all costs associated with the construction of the BETTERMENTS as set forth in the first sentence of this Section A(1)(b). The COUNTY’s initial invoice for the construction cost shall be determined by the COUNTY based upon the bid itemization for the cost related to the BETTERMENTS in the contract to be awarded for the PROJECT by the Board of County Commissioners, including but not limited to the bid items for the multi-celled box culverts, the transitions at Flamingo Road and Swenson Street, access grates, fill material, and associated costs.

The initial construction invoice for the cost of the BETTERMENTS including any additions and/or changes to the PROJECT requested and/or caused by UNLV and approved by the COUNTY, will be given to UNLV prior to the contract award of the construction contract for the PROJECT and must be paid within twenty (20) calendar days of receipt of the invoice. Subsequent invoices will reflect any additional costs attributable to the increased cost associated with the construction which arises out of and/or are related to the BETTERMENTS, including utility relocations and/or adjustments and/or additional facilities and/or BETTERMENTS requested and/or caused by UNLV and approved by the COUNTY pursuant to the first sentence of this Section A(1)(b), and must be paid within twenty (20) calendar days of receipt of invoice from the COUNTY.

To the extent practicable, COUNTY will allow UNLV to provide input into change orders which require UNLV to provide additional sums of money beyond the initial invoice. UNLV agrees to assign a UNLV representative who must promptly respond to said change orders. Notwithstanding the above, the COUNTY will make the final determination as to whether or not to approve the change order and UNLV agrees to pay the invoice as provided herein.

2. To the alignment of the PROJECT, including the BETTERMENTS, as established and shown on Exhibit ‘C’ attached hereto and incorporated by this reference.

3. That notwithstanding UNLV’s payments for the design and construction of the BETTERMENTS, these BETTERMENTS are the property of COUNTY. UNLV is not obligated to maintain, repair, or replace the BETTERMENTS except for damages attributable to or caused by UNLV to the PROJECT, including the BETTERMENTS, which UNLV agrees to promptly maintain, repair
and/or replace to the satisfaction of the COUNTY. If UNLV fails to promptly maintain, repair and/or replace damages attributed to or caused by UNLV to the PROJECT including the BETTERMENTS, then the County, after ten (10) days’ written notification to UNLV may perform the work and invoice UNLV for the cost related to and associated with the work performed. UNLV agrees to pay the invoice amount within thirty (30) calendar days of receipt of invoice. These obligations survive termination of this Agreement.

4. Except for providing an accessible path as provided in Section B(8), that the PROJECT does not include, nor will the County be obligated to provide, any landscaping, irrigation, paving, striping, signage, fill transitioning to existing grade, or any other improvement or aesthetic treatments. A minimum amount of backfill, not exceeding 2 feet in depth, will be provided over the BETTERMENTS as determined by the COUNTY.

5. That neither UNLV nor its successors or assigns may place any structure, fill, or improvement on, under, over, or through the PROJECT except that so long as there is no damage or threat of potential damage to the PROJECT and/or public welfare. UNLV, upon submittal of plans acceptable to the COUNTY, may, with COUNTY’s separate written approval, and UNLV’s compliance with COUNTY’s conditions, and at UNLV’s sole cost and expense, place vehicular circulation, parking and/or xeriscape landscaping on top of the BETTERMENTS. Such vehicular circulation, parking and xeriscape landscaping shall be maintained, repaired, and/or replaced at UNLV’s sole cost and expense. UNLV agrees that in no event will fill over the BETTERMENTS be less than one foot or over five feet. These obligations survive the termination of this Agreement.

6. That neither UNLV nor its successors, assigns, transferees, and licensees may place any structural footing adjacent to the IMPROVEMENTS and/or BETTERMENTS in such a manner that would in any way cause additional loads and/or damages to the IMPROVEMENTS and/or BETTERMENTS.

7. Coordinate with, and present the PROJECT to, the Board of Regents of the Nevada System of Higher Education (“Board of Regents”), to the extent required, and the Desert Research Institute for any easements required for the PROJECT. In accordance with Board of Regents’ policies and procedures, UNLV agrees, at no cost or expense to the COUNTY and without compensation to any entity, including, but not limited to, UNLV or the Board of Regents, to grant a temporary easement in the form attached in Exhibit ‘D’ in the area depicted in said Exhibit ‘D’, and all other required temporary easements. Said temporary easement described in Exhibit ‘D’ must be granted to the COUNTY within sixty (60) calendar days of written request from the COUNTY and prior to advertisement for bid of the PROJECT; UNLV agrees that this easement area will be used by COUNTY’s contractor during construction of the PROJECT. This section survives any termination of this Agreement.

All easements granted herein must be acceptable to the COUNTY, both in form and substance. If UNLV fails to grant said easements acceptable to the COUNTY within time period specified herein, then the COUNTY has no further obligations under this Agreement and the COUNTY may, at its option, terminate the Agreement upon thirty (30) calendar days written notice to UNLV. Further, if the Board of Regents, on behalf of the Desert Research Institute, fails to grant easements necessary for the PROJECT and acceptable to the COUNTY within time period, then the COUNTY has no further obligations under this Agreement and the COUNTY may, at its option, terminate the Agreement upon thirty (30) calendar days written notice to UNLV.
8. Upon receipt of written request from the COUNTY, UNLV agrees to remove within thirty (30) calendar days any vehicles, landscaping, or other improvements authorized by the COUNTY pursuant to Section A(5), above, in the area generally depicted in Exhibit ‘B’. In the case of an emergency, as determined by the County, pursuant to Section A(5), above, UNLV agrees to remove any vehicles, landscaping, or other improvements authorized by the COUNTY in the area generally depicted in Exhibit ‘B’ promptly.

B. COUNTY AGREES:

1. To design, advertise, award and administer a construction contract for the PROJECT, subject to the payment of funds by UNLV and UNLV’s compliance with the terms and conditions of this Agreement as required herein, and subject to budgeted appropriations and the allocation of sufficient funds for the COUNTY’s portion of the PROJECT by the Board of County Commissioners and the Clark County Regional Flood Control District, and provided the PROJECT is awarded for construction by the Board in its sole discretion. If the Board fails or elects not to award the PROJECT, then the County is not obligated to construct the PROJECT and/or the BETTERMENTS and the Agreement will be terminated upon thirty (30) days written notice to UNLV from the COUNTY.

2. To invoice UNLV pursuant to the terms set forth in Section A (1) of this Agreement for the design and construction of the BETTERMENTS.

3. To provide UNLV copies of the bid solicitation, scopes of work, bid submittals, and bid results for the PROJECT.

4. To obtain all necessary permits required for the PROJECT.

5. To submit a request for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).

6. To require its contractor for the PROJECT to name UNLV as an additional insured on any insurance certificates required by the COUNTY related to the PROJECT.

7. Subject to Section A(3) above, and so long as it is in the best interests of the public as solely determined by the Board of County Commissioners, and subject to budget appropriations, to maintain the PROJECT consistent with COUNTY standards.

8. To provide one accessible path to an existing accessible entrance to the Stan Fulton Building during construction of the PROJECT, consistent with the requirements of the Americans with Disabilities Act of 1990, and all amendments thereto.

9. Upon completion of construction of the PROJECT, to provide one accessible asphalt path ten feet wide to the main entrance of the Stan Fulton building, consistent with the requirements of the Americans with Disabilities Act of 1990, and all amendments thereto unless otherwise agreed upon by the parties in writing.

10. Within sixty (60) calendar days after completion of the construction of the PROJECT and UNLV’s compliance with the terms and conditions of this Agreement, the COUNTY will commence its process to relinquish, via quitclaim deed, its interest in the property described in Exhibit ‘E’. Upon mutual agreement of the parties, Exhibit ‘E’ may be amended to reflect final
as-built plans for the Project, if any, to the easement area in the final as-built plans. Said relinquishment and conveyance will be accomplished by the form attached hereto as Exhibit ‘F’

C. IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the Effective Date through the date that the completion of construction of the PROJECT contemplated herein has been completed and accepted by the COUNTY and all payments have been received from UNLV, unless terminated as provided in this Agreement.

2. COUNTY will provide copies of the 70%, 90%, Prefinal and Final plans and specifications the PROJECT to UNLV for review and comment. Cost estimates and schedules will be provided if available.

3. This Agreement may be terminated by UNLV prior to the advertisement of bid for the PROJECT provided that a termination shall not be effective until thirty (30) calendar days after UNLV has served written notice upon the COUNTY. If UNLV terminates this Agreement pursuant to the preceding sentence, UNLV will be responsible to the COUNTY for all of COUNTY’S actual, documented costs associated with the termination. If UNLV terminates this Agreement after design of the BETTERMENTS has been initiated by the COUNTY then UNLV shall be responsible for the design costs specified in Section A(1) of this Agreement. This obligation survives the termination of this Agreement.

COUNTY may terminate this Agreement at any time prior to the award of a contract for the PROJECT without any cost to COUNTY. COUNTY may also terminate this Agreement following the award of a contract for the PROJECT, without any cost to COUNTY, in the event UNLV fails to perform pursuant to the provisions of this Agreement and/or the COUNTY and/or the Regional Flood Control District fails or elects not to allocate sufficient funds for the PROJECT. In the event the COUNTY terminates this Agreement, it will have no obligation whatsoever to construct any of the PROJECT. In the event of termination by COUNTY, COUNTY will refund to UNLV any funds advanced by UNLV, less UNLV’s share as set forth in Section A(1)(b), which have been used and/or encumbered, within forty-five (45) days of the COUNTY’s termination.

This Agreement may be terminated at any time by mutual consent of both parties.

4. Subject to the conditions stated in this Agreement, COUNTY will construct the PROJECT, if, when, and after the Board of County Commissioners awards a contract for the PROJECT and within a time period as solely determined by the Board of County Commissioners.

5. COUNTY shall have the right to review and approve or disapprove the final design of the PROJECT. Changes to the plans may be made by COUNTY at its sole discretion, after providing UNLV with an opportunity to provide input with respect to any change to the BETTERMENTS. The COUNTY will construct said BETTERMENTS in accordance with the plans, and any modifications which are approved by the COUNTY.

6. UNLV shall not have the right to seek recourse and/or a cause of action against the COUNTY for the workmanship or any claims and/or cause of action whatsoever regarding the delays, timing, condition, location, design, construction, maintenance, repair, and/or replacement of the PROJECT.
7. The terms, provisions, covenants and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

8. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

To UNLV: Senior Vice President Finance and Business  
4505 Maryland Parkway  
Box 451004  
Las Vegas, NV  89154-1004  
Telephone No.: 702-895-3571  
Facsimile No.: 702-895-1090

With copy to: Vice President and General Counsel  
4505 Maryland Parkway  
Box 451085  
Las Vegas, NV  89154-1085  
Telephone No.: 702-895-5185  
Facsimile No.: 702-895-5299

To COUNTY: Denis Cederburg, Director  
Clark County Public Works  
500 South Grand Central Parkway  
P. O. Box 554000  
Las Vegas, Nevada  89155-4000

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party or any of its rights or remedies as to any other breach.

11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provisions did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to
maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

14. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

15. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party. Any assignment, transfer or delegation of this Agreement must include a provision requiring the assignee, transferee and/or delegee to be bound by this Agreement.

16. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

17. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or common law balancing of interests.

18. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

19. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

20. This Agreement shall be recorded in the Office of the County Recorder for Clark County and shall be binding upon UNLV, and its respective heirs, successors in interest and assigns, including anyone claiming an interest in the land described in Exhibit ‘A’, including, but not limited to, lessees, sublessees and/or tenants.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLARK COUNTY, NEVADA
Board of County Commissioners

________________________
SUSAN BRAGER
Chair
Attest:

Diana Alba
County Clerk

APPROVED AS TO FORM:

Christopher Figgins
Chief Deputy District Attorney

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Recommended:

Gerry J. Bomotti, Senior Vice President
For Finance and Business

Date

Neal J. Smatresk, President

Date

Approved:

Daniel J. Klaich, Chancellor

Date

Approved as to Form:
Richard C. Linstrom, Vice President and General Counsel

[Signature]

Date: 2/11/11
EXHIBIT "A"
Legal Description
For
University Board of Regents
APN 162-22-501-001

The West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 22, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada.

TOGETHER WITH The West Half (W½) of the West Half (W½) of the East Half (E½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section.

EXCEPTING THEREFROM that portion conveyed by Grant Deed recorded June 14, 1963 in Book 453, Instrument 365164 on file in the Official Records of the Clark County Recorder, Clark County, Nevada.

FURTHER EXCEPTING THEREFROM that portion conveyed by Grant Deed recorded February 23, 1972 in Book 209, Instrument 168514 on file with said Recorder.

FURTHER EXCEPTING THEREFROM that portion conveyed by Grant, Bargain, Sale Deed recorded March 26, 1975 in Book 505, Instrument 464221 on file with said Recorder.

FURTHER EXCEPTING THEREFROM that portion conveyed by Grant, Bargain, Sale Deed recorded July 8, 1976 in Book 638, Instrument 597441 on file with said Recorder.

FURTHER EXCEPTING THEREFROM that portion conveyed by Grant, Bargain, Sale Deed recorded February 8, 1979 in Book 1007 Instrument 0966203 on file with said Recorder.
FURTHER EXCEPTING THEREFROM that portion conveyed by Deed recorded March 28, 1985 in Book 2085, Instrument 2044814 on file with said Recorder.

This description was prepared by the Clark County Surveyor's Office from documents of record and does not constitute the results of a field survey made for that purpose. See Exhibit “For APN 162-22-501-001” attached hereto, and by this reference made a part hereof.

RICHARD D. CRIBBS
State of Nevada
No. 18594

9-10-2010

Richard D. Cribbs, P.L.S.
Nevada Certificate No. 18594
Deputy Clark County Surveyor
EXHIBIT "FOR APN 162-22-501-001"

UNIVERSITY BOARD OF REGENTS
APN 162-22-501-001

NOTE:
AREA ShOWN IS AN APPROXIMATE VALUE USED FOR ASSESSMENT PURPOSES, ONLY, DERIVED FROM DOCUMENTS OF RECORD AND DOES NOT CONSTITUTE THE RESULTS OF A FIELD SURVEY.

OWNER
UNIVERSITY BOARD OF REGENTS

PARCEL No.
162-22-501-001

SECTION, TOWNSHIP, RANGE
SECTION 22, TOWNSHIP 21S., RANGE 61E.

AREA OF PARCEL
21.92 ACRES MORE OR LESS (PER ASSESSOR'S RECORDS)

REFERENCES
DEED BOOK 248, INST. 201451; DEED BOOK 453, INST. 365164
DEED BOOK 209, INST. 168514; GBSD BOOK 505, INST. 464221
GBSD BOOK 638, INST. 597441; GBSD BOOK 1007, INST. 966203
DEED 2085, INST. 2044814

SHT 1 OF 1
EXHIBIT “D”

Assessor’s Parcel No.: 162-22-105-001
162-22-501-001

MAIL TAX STATEMENTS TO AND
WHEN RECORDED RETURN TO:

Clark County Department of Public Works
Design Engineering Division
Attention: Mona Stammetti
2nd Floor Government Center, #2001
500 S. Grand Central Parkway
Las Vegas, Nevada 89106

TEMPORARY CONSTRUCTION EASEMENT

TROPICANA WASH, PALOS VERDES STREET TO FLAMINGO ROAD

The Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, an agency of the State of Nevada, GRANTOR, its successors and assigns, hereby grants a Temporary Construction Easement (TCE), to the County of Clark, a political subdivision of the State of Nevada, its employees, agents, and contractors, to enter upon the real property depicted in Exhibit “D”, attached hereto and by this reference made a part hereof, for the purpose of facilitating access, ingress, egress, and the construction, of the Tropicana Wash, Palos Verdes Street to Flamingo Road project, and related improvements. Said construction within the TCE limits may include, but is not limited to, grading, leveling, adding, and/or removing material, as may be needed for construction of ground slopes required for the purpose of correcting any grade difference that may be created between the subject parcel and the proposed facilities to be construction within the Tropicana Wash, Palos Verdes Street to Flamingo Road limits.

The rights herein granted are temporary and will expire when the County of Clark completes construction of the above referenced project.

Signature of the Individual reviewing and approving document:

________________________________________

Department: ___________________________ Date: ___________________________
Assessor’sParcelNo.:162-22-105-001
162-22-501-001

Witness___my/our hand(s)______this_______dayof__________________,2010.

BOARDOFREGENTSOFTHENEVADASYSTEMOFHIGHEREDUCATION,ON
BEHALFOFTHEUNIVERSITYOFNEVADA

BY:

______________________________
Signature

______________________________
Name

______________________________
Title

STATEOF)

)

COUNTYOF)

)SS

Onthis_______dayof__________________,2010personallyappearedbefore
metheundersigned,anotarypublicinandsaidCountyandState________________
whoacknowledgedtomethat___he/she/they__executedtheaboveinstrumentsforthe
purposesstatedtherein.

WITNESSmyhandandofficialseal.

______________________________
NOTARYPUBLICinandsaidCountyandState
MyCommissionexpires:_____________________

{SEAL}
EXHIBIT “D”

EXPLANATION:  THIS DESCRIPTION REPRESENTS A TEMPORARY CONSTRUCTION EASEMENT IN SUPPORT OF THE “TROPICANA WASH FLOOD CONTROL CHANNEL” PROJECT.

DESCRIPTION
A PORTION OF THE NORTH HALF (N 1/2) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 22; THENCE ALONG THE WEST LINE THEREOF SOUTH 01*48'30" EAST, 392.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2243.71 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 07*46'47" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00*09'30", AN ARC LENGTH OF 6.20 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 07*56'17" EAST; THENCE SOUTH 04*32'58" EAST, 8.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.56 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 04*27'16" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02*46'22", AN ARC LENGTH OF 24.03 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 01*40'54" WEST; THENCE SOUTH 02*11'26" EAST, 15.63 FEET; THENCE SOUTH 87*58'48" WEST, 9.13 FEET; THENCE SOUTH 87*37'22" WEST, 116.36 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SWENSON STREET AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 48*50'27" WEST; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02*41'02", AN ARC LENGTH OF 25.29 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 51*31'29" EAST; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY NORTH 82*27'20" EAST, 53.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2243.71 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 07*09'03" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00*37'44", AN ARC LENGTH OF 24.63 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 07*46'47" EAST AND BEING THE POINT OF BEGINNING.

CONTAINING 2,461 SQUARE FEET, MORE OR LESS.
BASIS OF BEARING:

END OF DESCRIPTION.

DANNY E. HILL, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NUMBER 9389

19 Nov. 2010
EXHIBIT “F”

APN 162-22-105-001
APN 162-22-501-001

WHEN RECORDED PLEASE RETURN TO:
Clark County Department of Public Works
Attention: Mona Stammetti, Design Engineering
500 S. Grand Central Parkway, #2001
Las Vegas, Nevada 89106

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That the COUNTY of CLARK, a political subdivision of the State of Nevada, GRANTOR, for One Dollar ($1.00) and other good and valuable consideration, receipt of which is acknowledged, does hereby quitclaim to the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, GRANTEES, all of its interest in that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

APN 162-22-105-001 and APN 162-22-501-001

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging in any way appertaining.

This conveyance shall be subject to reservations, restrictions, easements, and covenants of record; and shall also be subject to the following restrictions:

GRANTOR and GRANTEE hereby acknowledge and agree that a portion of the parcel of land being conveyed herein, being more particularly described on said attached Exhibit, is situated within the 100-year flood zone (also identified as Flood Zone “A”) of the Tropicana Wash and is adjacent to flood control facilities and appurtenances (hereinafter Improvements) 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 within existing flood control facilities and Tropicana Wash.

GRANTEE further agrees that GRANTOR will not be liable for any damages whatsoever to the GRANTEE’s facilities and buildings including but not limited to the property described in said attached Exhibit as a result of water flow and/or flooding in or from the Tropicana Wash.

GRANTEE also agrees that neither GRANTEE nor its successors, assigns, transferees and leasees may place any structural footing adjacent to the Improvements in such a manner that would in any way cause additional loads and/or damages to the Improvements.

Witness my (our) hand(s) this ____ day of ________________________, 2011.

ATTEST: COUNTY OF Clark County

DIANA ALBA DONALD G. BURNETTE
County Clerk County Manager

* SEE PAGE 2 FOR NOTARY ACKNOWLEDGEMENT *
STATE OF NEVADA

)ss

COUNTY OF CLARK

On this ___ day of ____________________________, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared DONALD G. BURNETTE who acknowledged to me that he executed the above instrument.

WITNESS my hand and official seal.

____________________________

NOTARY PUBLIC in and for said County and State

My Commission expired: ____________________________

Seal}