TEMPORARY RIGHT-OF-ENTRY
FOR CLARK COUNTY
AT JAMES E. CASHMAN MIDDLE SCHOOL

This TEMPORARY RIGHT-OF-ENTRY (hereinafter referred to as "ROE") is made this ___ day of __________, 2010, by and between the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as "DISTRICT"), and CLARK COUNTY, also a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"). The DISTRICT and COUNTY collectively hereinafter may be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES recognize the need to jointly enhance, develop, and utilize both existing and future sites and resources in the most efficient manner possible; and

WHEREAS, this ROE is made pursuant of and subject to the terms and conditions of the Community Access Agreement dated December 6, 1994, (hereinafter referred to as "AGREEMENT"), between the COUNTY and the DISTRICT whereby this ROE does not amend or modify that AGREEMENT in any way; and

WHEREAS, DISTRICT is the owner of the property located at 4462 W. Desert Inn Road, Las Vegas, NV, also known as James E. Cashman Middle School, Assessor's Parcel Number 162-07-402-001 (hereinafter referred to as "PROPERTY"). See Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, COUNTY has requested permission to access an area of the PROPERTY (hereinafter referred to as "CONSTRUCTION AREA" and "ACCESS ROUTE"), as shown in Exhibit "B" attached hereto and made a part thereof, for the purpose of installing a shade structure (hereinafter referred to as "PROJECT"); and

WHEREAS, it is agreed and understood that any improvements constructed as a part of this PROJECT will be at no cost to the DISTRICT; and

WHEREAS, it is agreed and understood that this ROE does not constitute conveyance of any rights, title or interest in this PROPERTY, but only the temporary right to enter for the purposes stated. The DISTRICT reserves all rights.

NOW THEREFORE, the DISTRICT hereby grants permission for COUNTY, its agents and contractors to enter the PROPERTY as described below. In consideration for said permission, COUNTY promises to perform the work as outlined below and agrees to the following terms and conditions.
Terms and Conditions

1. Intent and Purpose: The intent of this ROE is to provide COUNTY temporary access to the CONSTRUCTION AREA and ACCESS ROUTE, an approximate 120 foot long by 100 foot wide area and a 100 foot long by 15 foot wide access route in the northwest portion of the PROPERTY as shown on Exhibit B. COUNTY will be given access to the PROPERTY from the existing ingress/egress drive on Connie Avenue.

2. Construction: Construction will be limited to the CONSTRUCTION AREA and is limited to access before 8:00 a.m. and after 3:30 p.m. Monday through Friday during the nine month school year. Access is not restricted when school is on summer break or during DISTRICT designated times when school is not in session. Construction will be limited to the scope and specifications as shown on the attached drawing. (See Exhibit “C” attached hereto and made a part thereof).

3. Improvements: COUNTY will assume all responsibility for maintenance and repair to its PROJECT and any damages to said PROPERTY including but not limited to driveways, landscaping, fencing, signs and underground lines. Additionally, COUNTY will assume all responsibility for the removal of debris on the PROPERTY upon completion of work. Site inspections will be conducted by the DISTRICT before the project is started and after it is completed to verify the condition of the PROPERTY. The COUNTY will restore PROPERTY to its original condition upon expiration, cancellation, or termination of the ROE.

4. Warranty: COUNTY agrees to include provisions in its construction contract requiring its contractor to warrant and guarantee to the DISTRICT that all work will be performed in a good and workmanlike manner in accordance with this ROE. The COUNTY further agrees to include provisions in its construction contract requiring its contractor to guarantee all labor and materials provided against defects and/or workmanship for a period of one year. Any labor or materials furnished by the COUNTY’s contractor found defective by the DISTRICT during the warranty period shall be repaired and/or replaced at the expense of COUNTY’s contractor, including labor.

5. Indemnity: The PARTIES shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41.

6. Insurance: Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 may not apply.

7. Soils: No hazardous materials are to be placed on or stockpiled on the PROPERTY. All materials and equipment placed on the PROPERTY will be clean and free of any toxic waste or hazardous chemicals.

8. Dumping/Dust: All work performed by and for COUNTY will be completed in a professional manner, by a licensed contractor, with current grading and dust permits as required.
9. Compensation: Considering the temporary nature of the ROE, the minimal effect on the PROPERTY and unspecified benefits to the DISTRICT, COUNTY will not be charged a fee for accessing the PROPERTY.

10. Term: This ROE will commence at the date entered above and conclude with the vacation of the PROPERTY by the COUNTY on or before March 1, 2011.

11. Extension of Time: The term of this ROE can be extended by a letter signed and dated by both PARTIES listing any and all changes. Any significant changes to the original terms will result in a new ROE being entered into.

12. Revocation: This ROE can be revoked by the DISTRICT with ten (10) business day's written notice.

13. Coordination: THE COUNTY is responsible for the job site at all times during activities detailed on this ROE. By signing this ROE, THE COUNTY agrees to coordinate access and all on-site activities with the Facilities Service Representative.

14. Security: THE COUNTY agrees to properly operate, secure and manage the site. DISTRICT will not be held liable for any damage or loss of construction materials, tools and equipment.

15. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is, (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

District Representative: For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
Office: (702) 799-5214
Fax: (702) 799-5436

Facilities Service Representative: For the purpose of coordination and gaining access to the PROPERTY, the Facilities Service Representative for the SCHOOL should be contacted.

Clark County School District
James E. Cashman Middle School
Attn: Facility Service Representative Area 3
4462 W. Desert Inn Road
Las Vegas, Nevada 89115
Office: (702) 855-6650
Fax: (702) 855-6660
Cell: (702) 378-1502
Clark County Representative: For the purpose of communication, negotiation, or other notices the following will be considered the COUNTY’S representative.

Clark County
Real Property Management
Attn: Carel Carter, Director
500 S. Grand Central Parkway
Las Vegas, Nevada  89101
Office: (702) 455-5844
Fax:  (702) 455-4924

Please indicate acceptance of these terms by signing in the space provided below and returning the signed original to the Clark County School District, Real Property Management Department, 4190 McLeod Drive 2nd Floor, Las Vegas, Nevada 89121.

Clark County School District

BY: ___________________________ Date ___________________________
Jeff Weller
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Clark)

ON November 4, 2010 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED ABOVE, ACKNOWLEDGED TO ME THAT THEY SUBSCRIBED THEIR OWN NAME.

WITNESS MY HAND AND OFFICIAL SEAL.

___________________________
Notary Public and for said County and State
My Appointment Expires: ___________________________

___________________________
Date: ___________________________

Approved as to form only:

___________________________
Date: ___________________________

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Approved as to form only:

C. W. Hoffman Jr.
General Counsel

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]
CLARK COUNTY

BY: _______________________________ Date ___________ 2010
Carel Carter, Director
Real Property Management
Clark County

ACKNOWLEDGMENT

STATE OF Nevada)
COUNTY OF Clark)

ON ________________, 2010 BEFORE ME, THE UNDERSigned, A NOTARY PUBLIC
IN AND FOR SAID STATE, THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED ABOVE,
ACKNOWLEDGED TO ME THAT THEY SUBSCRIBED THEIR OWN NAME.

WITNESS MY HAND AND OFFICIAL SEAL

_________________________________________________________

Notary Public and for said County and State
My Appointment Expires:
BY: _______________________________ Date ___________ 2010

Approved as to form only:

Leslie Nielsen Date
Deputy District Attorney

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Exhibit A

Legal Description

A portion of the east half (E 1/2) of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 7, Township 21 South, Range 61 East, MDM Clark County, Nevada.

The site contains approximately 18.28 acres.

The site is also known as APN 162-07-402-001.