

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF LAS VEGAS  
AND  
CLARK COUNTY  
FOR  
LAND DEDICATIONS AND CONSTRUCTION**

This Interlocal Agreement ("Agreement") made by and between the City of Las Vegas, a Nevada municipal corporation ("CITY"), and Clark County, a political subdivision of the State of Nevada, for and on behalf of University Medical Center ("COUNTY") individually as the "Party" or collectively as the "Parties", is effective on the later date ("Effective Date") approved by the Board of County Commissioners ("BCC") or the Las Vegas City Council ("Council").

**RECITALS**

**WHEREAS**, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

**WHEREAS**, pursuant to NRS 277.053 a governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

**WHEREAS**, COUNTY is the owner of Assessor's Parcel Number 162-04-101-002, also known as 2231 W Charleston Blvd Las Vegas, NV, as depicted on **Exhibit "A"** ("UMC Clinic"); and

**WHEREAS**, COUNTY is the owner of Assessor's Parcel Number 139-33-405-008, 139-33-405-003 and 139-33-405-005, also known as 1800 W Charleston Blvd, as depicted on **Exhibit "B"** ("UMC Campus"); and

**WHEREAS**, the CITY is beginning work on Charleston Boulevard Streetscape Improvements Project ("Project") that will upgrade essential public infrastructure along the major arterial roadway with includes roadway widening, bus turnout(s), bike lane(s), fiber optic, bus shelters, wider sidewalks, landscaping and associated improvements; and

**WHEREAS**, CITY has determined that as part of the Project it requires approximately 1,512 square feet of the UMC Clinic and 11,987 square feet of the UMC Campus in fee dedication depicted on **Exhibit "C"** ("Dedicated Property"), and 4,196 square feet of the UMC Clinic and 22,553 square feet of the UMC Campus for temporary construction as depicted on **Exhibit "D"** ("TCE"); and

**WHEREAS**, COUNTY has agreed to convey without charge the Dedicated Property to the CITY and grant the CITY the required TCE in the forms attached as **Exhibit "E"** and **Exhibit "F"** respectively; and

INTERLOCAL AGREEMENT BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of setting forth the respective obligations of the Parties in connection with the land conveyance.

**NOW, THEREFORE**, and in consideration of the mutual terms, conditions and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I. CITY AGREES**

1. CITY agrees to construct the driveway improvements on the UMC Campus as depicted on the site plans and drawings provided to the County dated December 14<sup>th</sup>, 2020, to include a left turn pocket into the proposed driveway. In addition, CITY shall install bollards along the proposed driveway and left turn pocket.
2. CITY agrees to pay to the COUNTY, within thirty (30) days of the Effective Date of this Agreement, Two Hundred and Ten Thousand Six Hundred and Twenty Dollars 0/100 (\$210,620.00) for the relocation of front access to the UMC Clinic as set forth in the scope of work proposal provided by JMB Construction on or about January 12, 2021 and attached hereto as Exhibit "G". CITY agrees to a twenty percent (20%) contingency should the expenses of such relocation exceed the \$210,620.00.

**ARTICLE II. COUNTY AGREES**

1. COUNTY agrees, within thirty (30) days of the Effective Date, to convey the Dedicated Property to the CITY and award the TCE.
2. COUNTY agrees to award a 15' x 10.5' and a 7' x 7' non-exclusive grant of easement on the UMC Campus to Nevada Energy for and on behalf of the CITY within thirty (30) days of completion of the utility facilities and receipt of legal descriptions from the CITY.

**MISCELLANEOUS**

1. This Agreement only becomes effective upon approval by both the BCC and Council, provided approval by one Party is within thirty (30) calendar days of approval by the other Party.
2. The Parties mutually agree that terms and purpose of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
3. The Parties hereby represent and warrant the following:
  - a. COUNTY represents it has good and marketable fee simple title to Dedicated Property and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. Neither Party will take any action prior to the completion of the transfer of title, which would adversely affect title to the Dedicated Property.

INTERLOCAL AGREEMENT BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY

b. COUNTY is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions and restrictions, whether federal, state, local or private concerning the Dedicated Property.

4. Each Party acknowledges and agrees that the Dedicated Property is to be conveyed to and accepted by the CITY in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, COUNTY makes no other representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Dedicated Property.

5. All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; (ii) if telecopy, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties' notice information is set forth below:

For COUNTY:

Clark County Real Property Management  
Attn: Director  
500 S Grand Central Pkwy, 4<sup>th</sup> Floor  
Las Vegas, NV 89155-1825  
Telephone: 702-455-4616 Fax: 702-455-4055  
Email: [LisaK@ClarkCountyNV.gov](mailto:LisaK@ClarkCountyNV.gov)

With a copy to:

Clark County Real Property Management  
Attn: Right of Way Agent  
500 S Grand Central Pkwy, 4<sup>th</sup> Floor  
Las Vegas, NV 89155-1825  
Telephone: 702-455-2465  
Email: [Jaime.McGinty@ClarkCountyNV.gov](mailto:Jaime.McGinty@ClarkCountyNV.gov)

For CITY:

City of Las Vegas Department of Public Works  
Attn: Right of Way Manager, Alan Riecki  
495 S. Main Street, 5<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Phone No.: 702-229-6483  
Email: [ariekki@LasVegasNevada.gov](mailto:ariekki@LasVegasNevada.gov)

With a copy to:

City of Las Vegas Attorney's Office  
Attn: John Curtas  
495 S. Main Street  
Las Vegas, Nevada 89101  
Phone No.: 702-229-2125-1051  
Email: [Jacurtas@LasVegasNevada.gov](mailto:Jacurtas@LasVegasNevada.gov)

INTERLOCAL AGREEMENT BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY

6. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to Section 7 regarding assignment.
7. Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.
8. No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.
9. Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes (NRS). Such insurance shall be written by a company licensed by the State of Nevada.
10. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages.
11. Each Party represents to the other that no broker, finder, or other intermediary hired or employed by is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby.
12. This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
13. Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.
14. This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.
15. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

INTERLOCAL AGREEMENT BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recording of any deed and shall not be deemed merged into such deed.

18. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

19. Each Party shall bear its own costs and attorneys' fees.

CITY LAS VEGAS

CLARK COUNTY

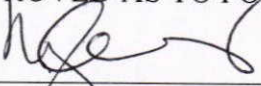
By: \_\_\_\_\_  
Alan Riecki  
Right of Way Manager

By: \_\_\_\_\_  
Lisa Kremer  
Director of Real Property Management

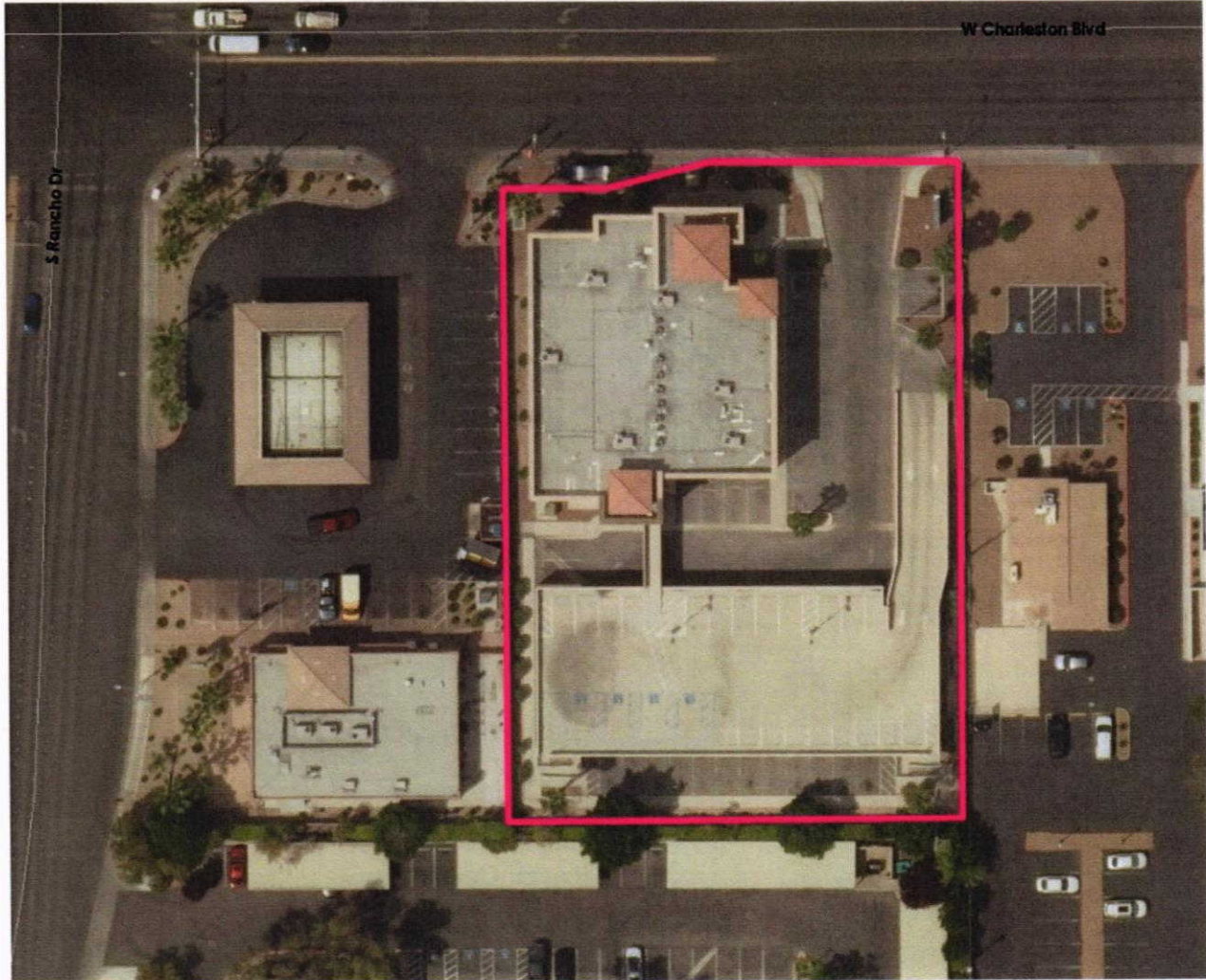
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney

By:  \_\_\_\_\_  
Mary-Anne Miller  
General Counsel

**EXHIBIT "A"**  
**PAGE 1 OF 1**  
**UMC Clinic**  
**162-04-101-002**

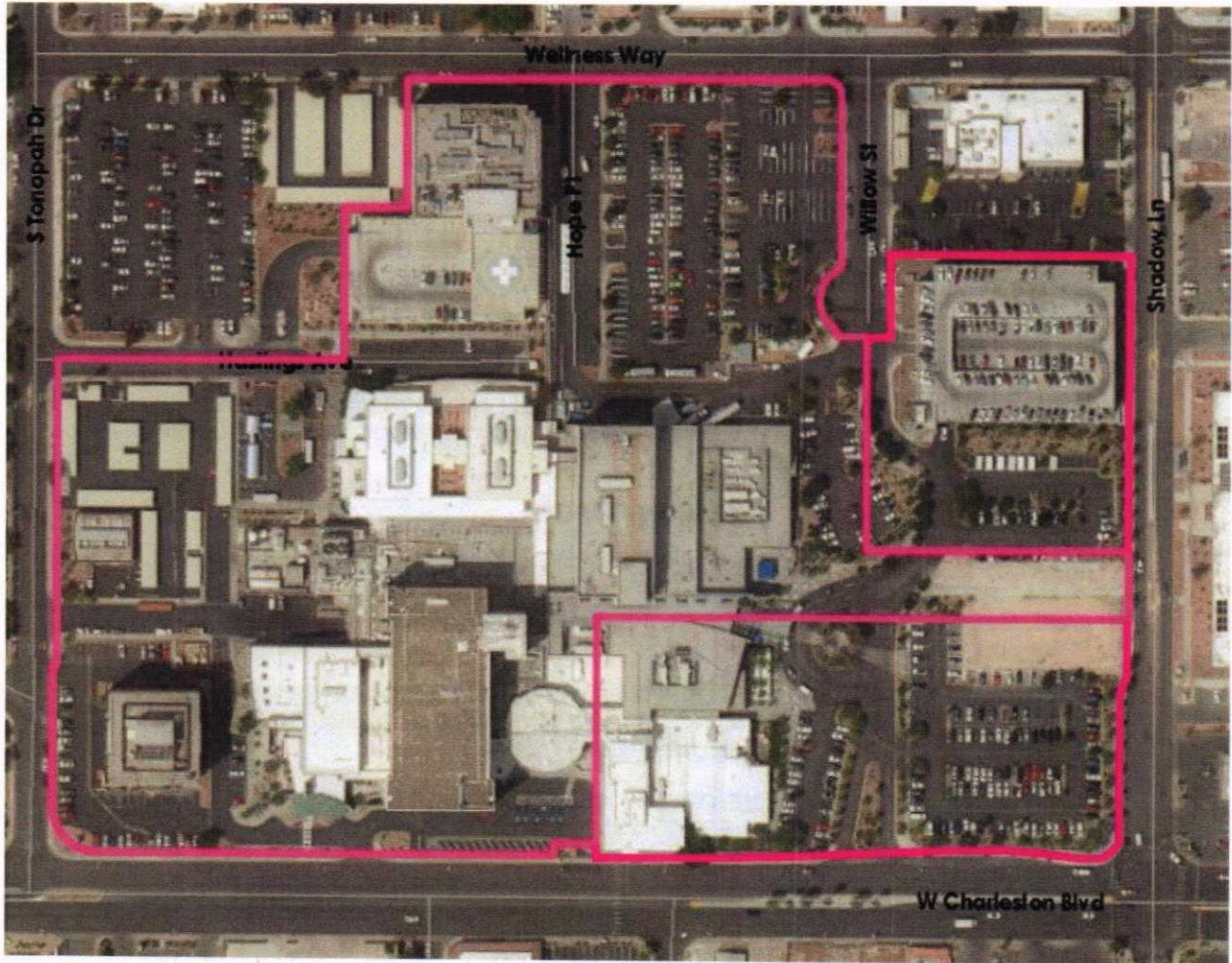


**EXHIBIT "B"**

**PAGE 1 OF 1**

**UMC Campus**

**139-33-405-008, 139-33-405-003 and 139-33-405-005**



**EXHIBIT "C"**  
**PAGE 1 OF 13**  
**DEDICATED PROPERTY**



6960 Smoke Ranch Road, Suite 110  
Las Vegas, Nevada 89128-3204  
P 702-255-8100  
F 702-255-8375  
www.poggemeyer.com

APN 162-04-101-002  
OWNER: COUNTY OF CLARK (UMC)  
PAGE 1 OF 3

**EXHIBIT A**

**EXPLANATION:** THIS LEGAL DESCRIBES A PORTION OF LAND GENERALLY LOCATED SOUTHWESTERLY OF CHARLESTON BOULEVARD AND TONOPAH DRIVE, BEING A PORTION OF APN 162-04-101-002.

**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 04, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, NORTH 89°33'25" WEST, 482.45 FEET;

THENCE DEPARTING SAID SOUTH LINE SOUTH 00°26'35" WEST, 50.00 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD, ALSO BEING A POINT ON THE WESTERLY BOUNDARY LINE DESCRIBED IN THAT CERTAIN GRANT, BARGAIN, SALE DEED IN INSTRUMENT 19940414: 00615 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°26'35" WEST, 15.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 89°33'25" WEST, 22.33 FEET;

THENCE NORTH 85°06'33" WEST, 45.13 FEET;

THENCE NORTH 89°33'25" WEST, 23.62 FEET;

THENCE SOUTH 00°26'35" WEST, 2.25 FEET;

THENCE NORTH 89°33'25" WEST, 18.25 FEET;

THENCE NORTH 00°26'35" EAST, 3.75 FEET;

G:\16044 Charleston Blvd - Rancho to Shadow Lane\Survey\Legal Description\L\ACQN 19 162-04-101-002\_07\_14\_2020.docm

**EXHIBIT "C"**  
**PAGE 2 OF 13**  
**DEDICATED PROPERTY**



6960 Smoke Ranch Road, Suite 110  
Las Vegas, Nevada 89128-3204  
P 702-255-8100  
F 702-255-8375  
www.poggemeyer.com

APN 162-04-101-002  
OWNER: COUNTY OF CLARK (UMC)  
PAGE 2 OF 3

THENCE NORTH 89°33'25" WEST, 25.80 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF CHARLESTON BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD NORTH 76°24'25" EAST, 41.23 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD SOUTH 89°33'25" EAST, 95.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1,512 SQUARE FEET, MORE OR LESS.

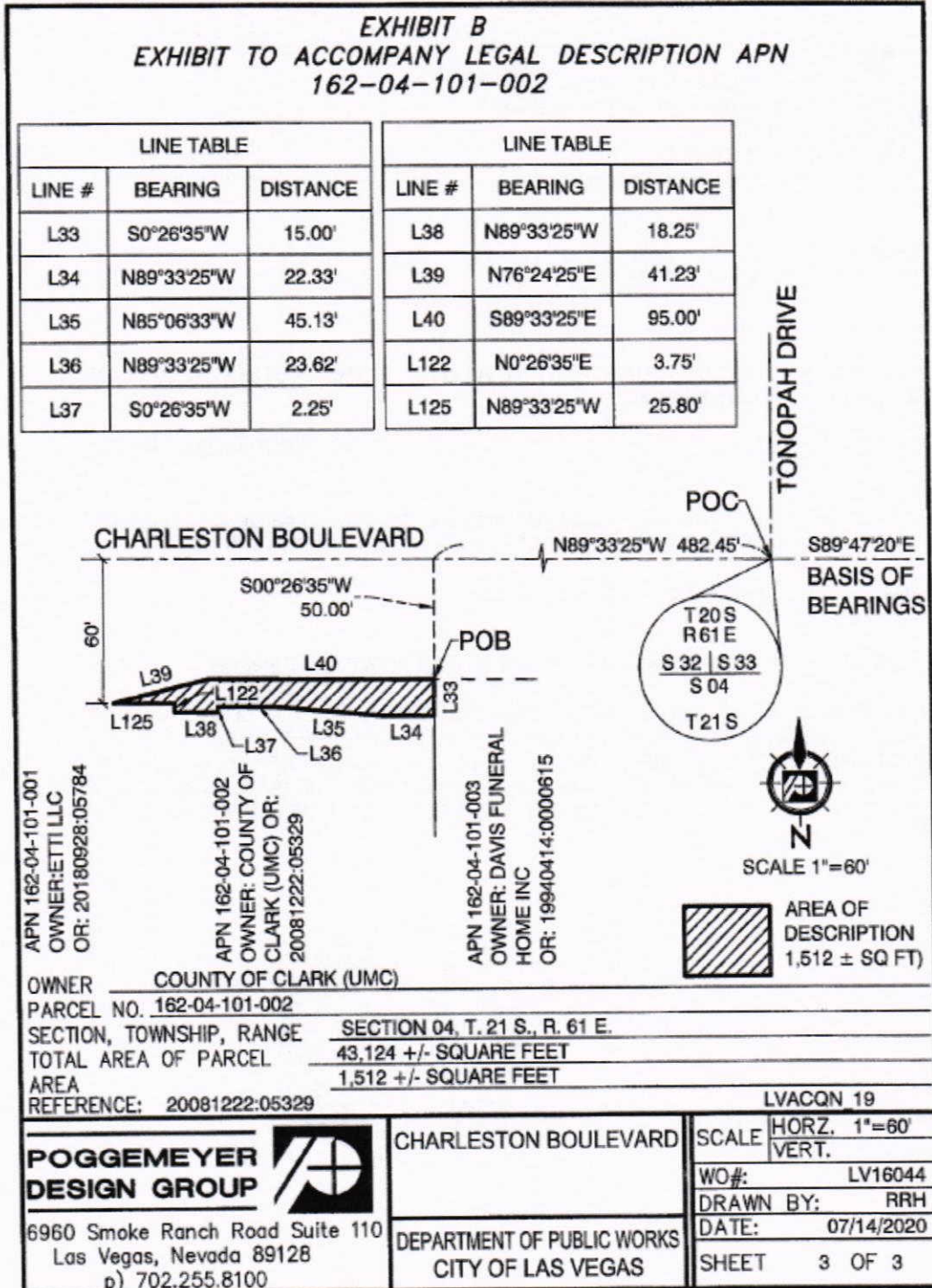
SEE EXHIBIT B ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

**BASIS OF BEARINGS:** THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°47'20" EAST, AS SHOWN ON THAT CERTAIN RECORD IN FILE 195 OF SURVEYS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

JASON C FACKRELL, PLS  
NEVADA LICENSE NO. 17833



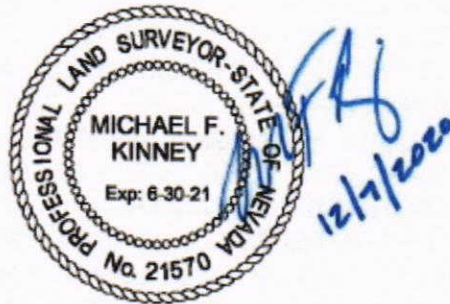
**EXHIBIT "C"**  
**PAGE 3 OF 13**  
**DEDICATED PROPERTY**



**EXHIBIT "C"**  
**PAGE 4 OF 13**  
**DEDICATED PROPERTY**

APN: 139-33-405-003

NOVEMBER 30, 2020  
BY: RH  
P.R. BY: OMS  
PAGE 1 OF 5



**EXPLANATION:**

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWEST OF CHARLESTON BOULEVARD AND SHADOW LANE.

**LAND DESCRIPTION**

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, SAME BEING THE CENTERLINE INTERSECTION OF CHARLESTON BOULEVARD AND TONOPAH DRIVE AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 195 OF SURVEYS, AT PAGE 44; THENCE SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) AND SAID CENTERLINE OF CHARLESTON BOULEVARD, 657.92 FEET; THENCE NORTH 00°12'40" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 50.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID CHARLESTON BOULEVARD (WIDTH VARIES), ALSO BEING A POINT ON THE WEST LINE OF THAT DEED RECORDED FEBRUARY 1, 2011 IN THE OFFICE OF THE COUNTY RECORDER AS INSTRUMENT NO. 20110201:0002084 IN OFFICIAL RECORDS; THENCE NORTH 00°12'40" EAST, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, 5.00 FEET;

H53512-29-LEGL.docx

**EXHIBIT "C"**  
**PAGE 5 OF 13**  
**DEDICATED PROPERTY**

APN: 139-33-405-003  
PAGE 2 OF 5

THENCE SOUTH 89°47'20" EAST, DEPARTING SAID WEST LINE, 58.34 FEET; THENCE NORTH 66°34'32" EAST, 8.73 FEET; THENCE SOUTH 89°47'20" EAST, 5.21 FEET; THENCE SOUTH 66°09'20" EAST, 8.73 FEET; THENCE SOUTH 89°47'20" EAST, 33.76 FEET; THENCE NORTH 00°12'40" EAST, 10.00 FEET; THENCE SOUTH 89°47'20" EAST, 171.44 FEET; THENCE NORTH 84°35'49" EAST, 102.22 FEET; THENCE SOUTH 89°47'20" EAST, 118.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY 6.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'44"; THENCE SOUTH 80°19'36" EAST, 57.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 54.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 02°26'15" EAST; THENCE NORTHEASTERLY 82.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°16'21"; THENCE NORTH 00°17'24" EAST, 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE NORTHEASTERLY 35.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 69°07'34" EAST; THENCE NORTHEASTERLY 31.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02"; THENCE NORTH 00°17'24" EAST, 40.53 FEET TO A POINT ON THE NORTH LINE OF SAID AFOREMENTIONED DEED; THENCE SOUTH 89°47'20" EAST, ALONG SAID NORTH LINE, 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SHADOW LANE (WIDTH VARIES); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF SHADOW LANE AND SAID NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING TEN (10) COURSES; 1) SOUTH 00°17'24" WEST, 40.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 94.00 FEET; 2) SOUTHWESTERLY 33.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 94.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 69°07'34" WEST; 3) SOUTHWESTERLY 33.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02"; 4) SOUTH 00°17'24" WEST, 148.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; 5) SOUTHWESTERLY 39.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°55'16"; 6) NORTH 89°47'20" WEST, 5.83 FEET; 7) NORTH 81°37'46" WEST, 77.50 FEET; 8) NORTH 89°47'20" WEST, 130.47 FEET; 9) SOUTH 85°06'44"

H53512-29-LEGL.docx

**EXHIBIT "C"**  
**PAGE 6 OF 13**  
**DEDICATED PROPERTY**

APN: 139-33-405-003  
PAGE 3 OF 5

WEST, 123.77 FEET; 10) NORTH 89°47'20" WEST, 263.53 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 9606 SQUARE FEET MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

**BASIS OF BEARINGS:**

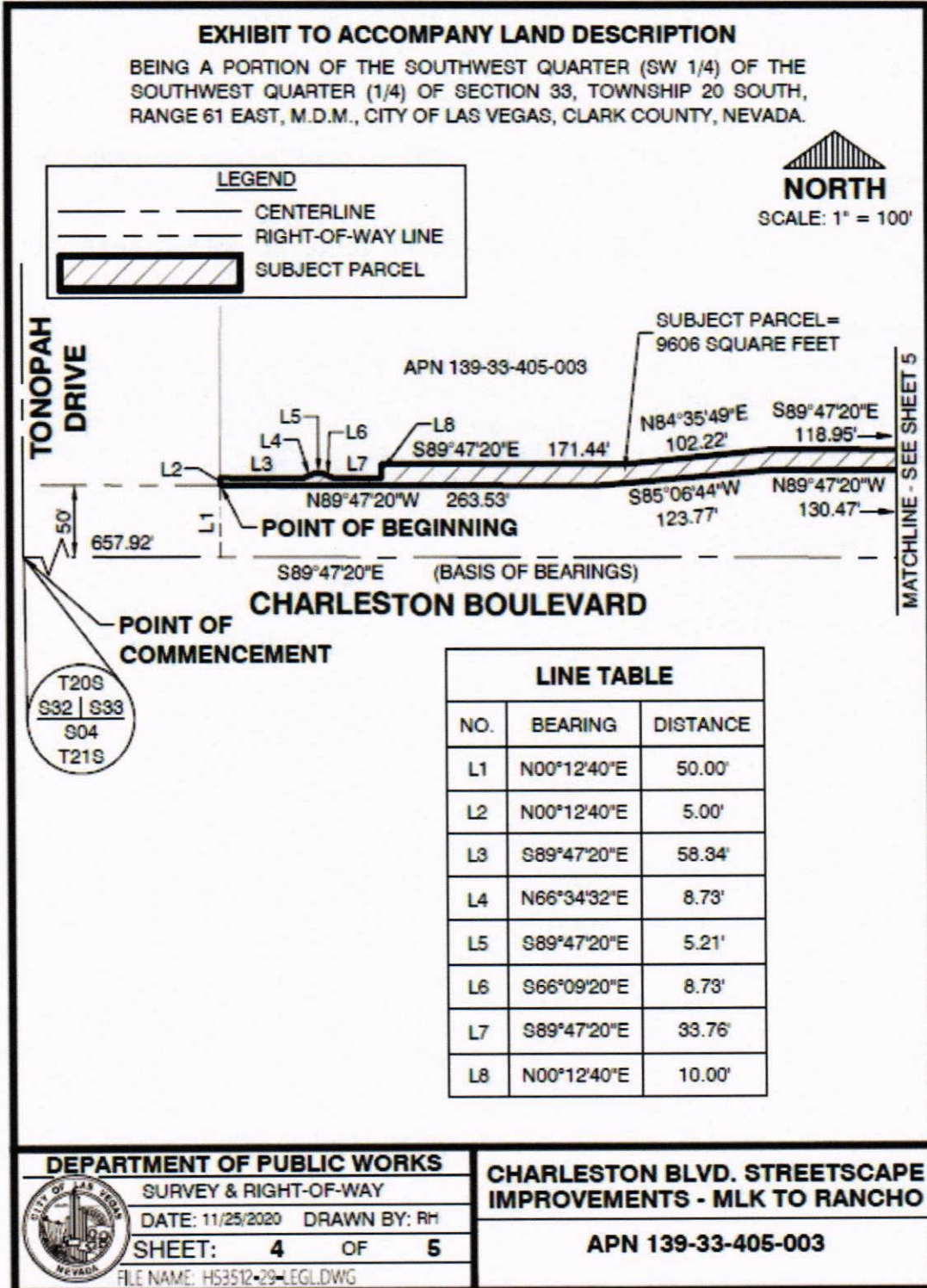
SOUTH 89°47'20" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 195 OF SURVEYS, AT PAGE 44.

**END OF DESCRIPTION**

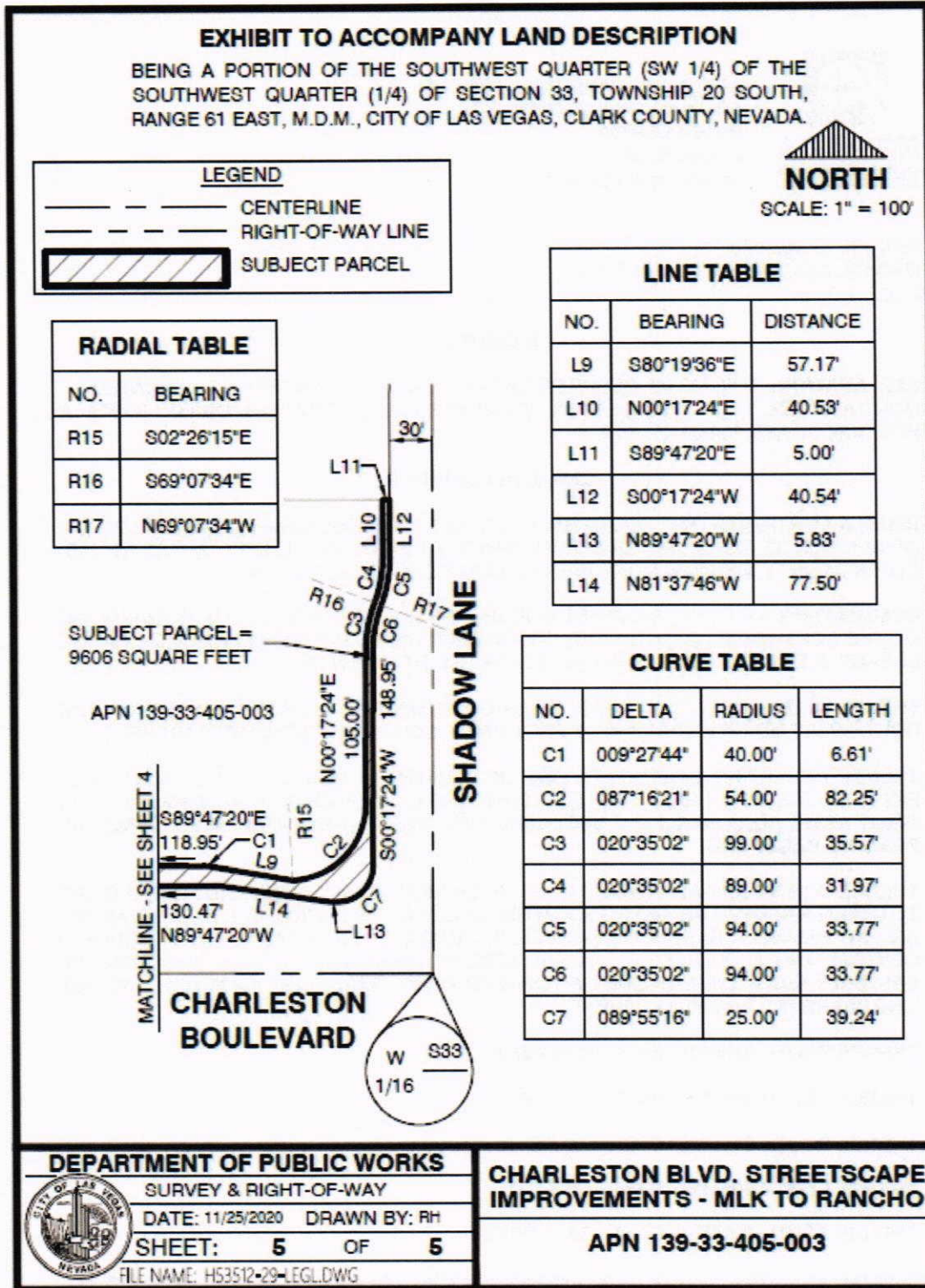
MICHAEL F. KINNEY, PLS  
CITY OF LAS VEGAS  
333 N. RANCHO DRIVE  
LAS VEGAS, NV 89106

H53512-29-LEGL.docx

**EXHIBIT "C"**  
**PAGE 7 OF 13**  
**DEDICATED PROPERTY**



**EXHIBIT "C"**  
**PAGE 8 OF 13**  
**DEDICATED PROPERTY**



**EXHIBIT "C"**  
**PAGE 9 OF 13**  
**DEDICATED PROPERTY**



6960 Smoke Ranch Road, Suite 110  
Las Vegas, Nevada 89128-3204  
P 702-255-8100  
F 702-255-8375  
www.poggemeyer.com

APN 139-33-405-008  
OWNER: COUNTY OF CLARK (UMC)  
PAGE 1 OF 5

**EXHIBIT A**

**EXPLANATION:** THIS LEGAL DESCRIBES A PORTION OF LAND GENERALLY LOCATED NORTHEASTERLY OF CHARLESTON BOULEVARD AND TONOPAH DRIVE, BEING A PORTION OF APN 139-33-405-008.

**LEGAL DESCRIPTION**

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, SOUTH 89°47'20" EAST, 69.91 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 33 NORTH 00°12'40" EAST, 50.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD, SAID POINT BEING ALSO BEING THE BEGINNING OF A CURVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 00°12'40" WEST CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 54.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 24°51'02", AN ARC LENGTH OF 23.42 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TONOPAH DRIVE, SAID POINT TO WHICH A RADIAL LINE BEARS SOUTH 25°03'42" WEST;

THENCE SOUTH 89°47'20" EAST, 98.88 FEET;

THENCE SOUTH 66°09'34" EAST, 8.73 FEET;

THENCE SOUTH 89°47'20" EAST, 4.00 FEET;

THENCE NORTH 66°34'54" EAST, 8.73 FEET;

THENCE SOUTH 89°47'20" EAST, 133.17 FEET;

G:\16044 Charleston Blvd - Rancho to Shadow Lane\Survey\Legal Description\LVDESCR 15A\_139-33-405-008 05-27-2020.docm

**EXHIBIT "C"**  
**PAGE 10 OF 13**  
**DEDICATED PROPERTY**



6960 Smoke Ranch Road, Suite 110  
Las Vegas, Nevada 89128-3204  
P 702-255-8100  
F 702-255-8375  
www.poggemeyer.com

APN 139-33-405-008  
OWNER: COUNTY OF CLARK (UMC)  
PAGE 2 OF 5

THENCE SOUTH 63°15'18" EAST, 2.98 FEET;

THENCE SOUTH 89°47'20" EAST, 22.33 FEET;

THENCE NORTH 63°40'37" EAST, 2.98 FEET;

THENCE SOUTH 89°47'20" EAST, 35.79 FEET;

THENCE SOUTH 87°49'47" EAST, 43.88 FEET;

THENCE SOUTH 89°47'20" EAST, 57.18 FEET;

THENCE NORTH 00°37'52" EAST, 2.50 FEET;

THENCE SOUTH 89°47'20" EAST, 9.81 FEET;

THENCE SOUTH 00°13'54" EAST, 2.50 FEET;

THENCE SOUTH 89°47'20" EAST, 134.32 FEET TO THE WESTERLY RIGHT-OF-LINE OF A STREET FORMERLY KNOWN AS ROSE STREET DEDICATED PER THAT CERTAIN MAP ON FILE IN BOOK 01, PAGE 117 OF PLATS, OF OFFICIAL RECORDS, CLARK COUNTY NEVADA;

THENCE SOUTH 00°12'40" WEST, ALONG SAID WESTERLY RIGHT-OF-LINE 3.50 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-LINE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD NORTH 89°47'20" WEST, 538.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2,381 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

**EXHIBIT "C"**  
**PAGE 11 OF 13**  
**DEDICATED PROPERTY**



**POGGE MEYER**  
**DESIGN GROUP**

6960 Smoke Ranch Road, Suite 110  
Las Vegas, Nevada 89128-3204  
P 702-255-8100  
F 702-255-8375  
www.poggemeyer.com

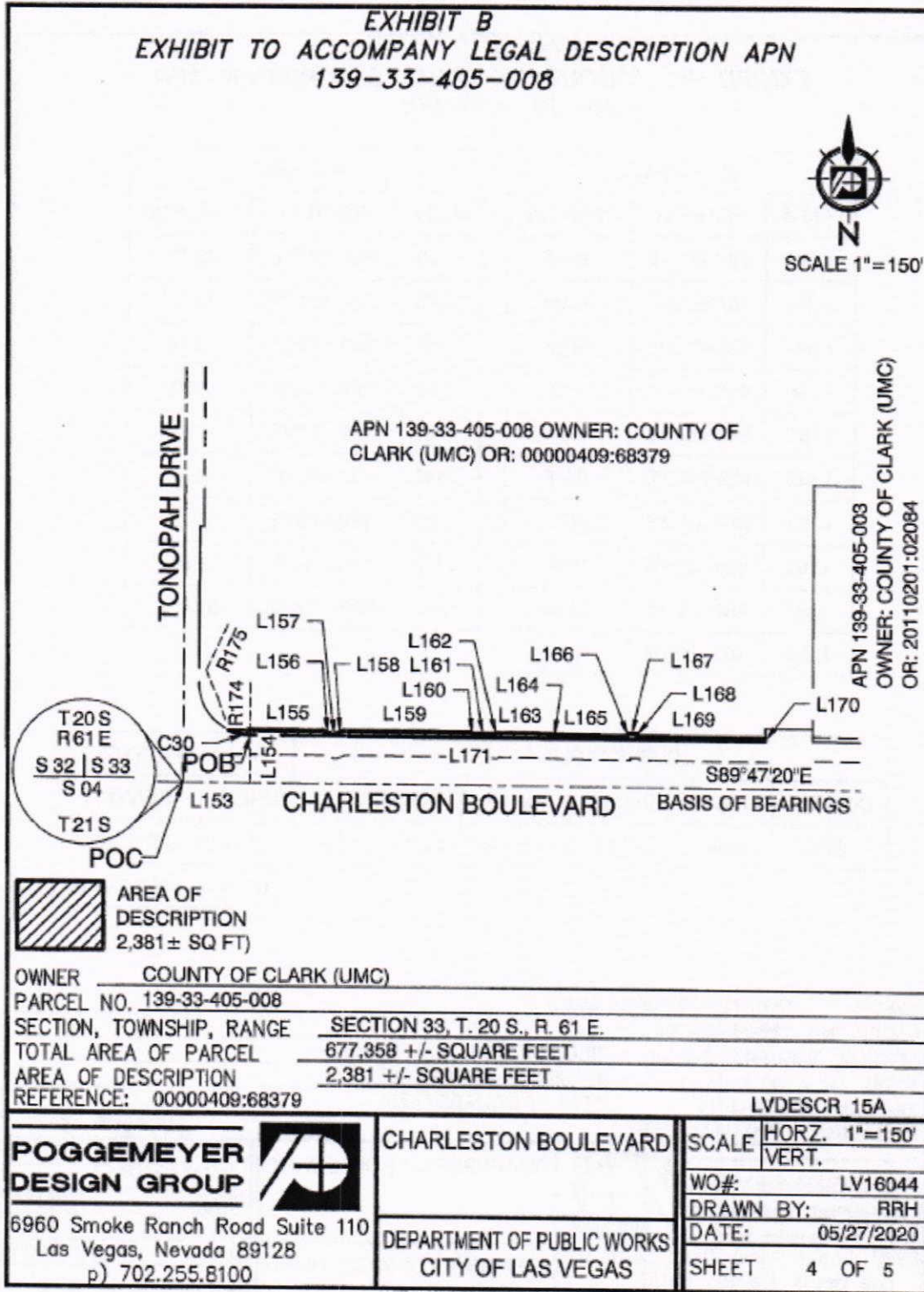
APN 139-33-405-008  
OWNER: COUNTY OF CLARK (UMC)  
PAGE 3 OF 5

**BASIS OF BEARINGS:** THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°47'20" EAST, AS SHOWN ON THAT CERTAIN RECORD IN FILE 195 OF SURVEYS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

JASON C FACKRELL, PLS  
NEVADA LICENSE NO. 17833



**EXHIBIT "C"**  
**PAGE 12 OF 13**  
**DEDICATED PROPERTY**



**EXHIBIT "C"**  
**PAGE 13 OF 13**  
**DEDICATED PROPERTY**

**EXHIBIT B**  
**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION APN**  
**139-33-405-008**


LINE TABLE		
LINE #	BEARING	DISTANCE
L153	S89°47'20"E	69.91'
L154	N0°12'40"E	50.00'
L155	S89°47'20"E	98.88'
L156	S66°09'34"E	8.73'
L157	S89°47'20"E	4.00'
L158	N66°34'54"E	8.73'
L159	S89°47'20"E	133.17'
L160	S63°15'18"E	2.98'
L161	S89°47'20"E	22.33'
L162	N63°40'37"E	2.98'

LINE TABLE		
LINE #	BEARING	DISTANCE
L163	S89°47'20"E	35.79'
L164	S87°49'47"E	43.88'
L165	S89°47'20"E	57.18'
L166	N0°37'52"E	2.50'
L167	S89°47'20"E	9.81'
L168	S0°13'54"E	2.50'
L169	S89°47'20"E	134.32'
L170	S0°12'40"W	3.50'
L171	N89°47'20"W	538.01'

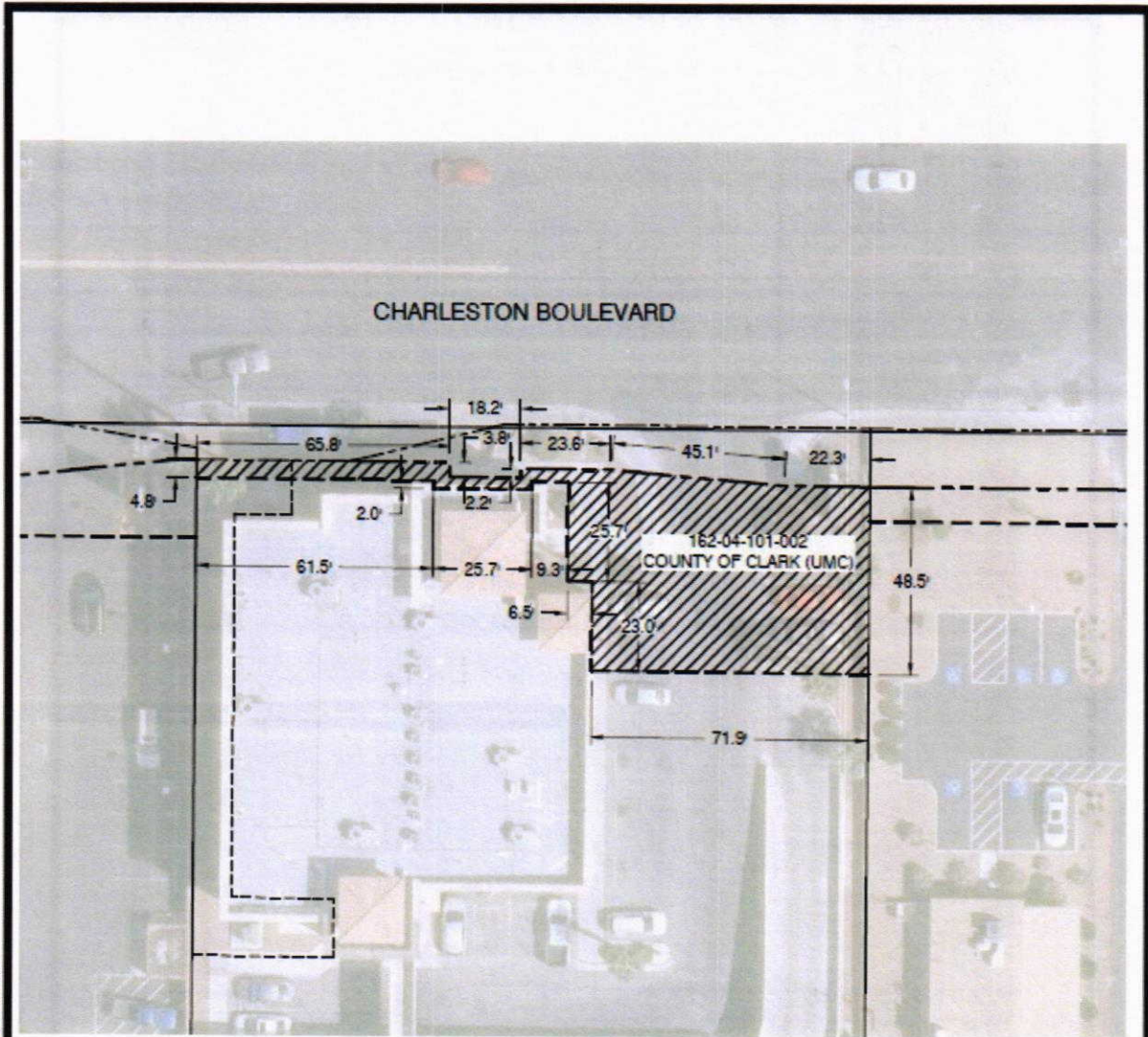
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C30	23.42	54.00	24°51'02"	11.90


RADIAL LINE TABLE	
LINE #	BEARING
R174	S0°12'40"W
R175	S25°03'42"W

OWNER COUNTY OF CLARK (UMC)  
 PARCEL NO. 139-33-405-008  
 SECTION, TOWNSHIP, RANGE SECTION 33, T. 20 S., R. 61 E.  
 TOTAL AREA OF PARCEL 677,358 +/- SQUARE FEET  
 AREA OF DESCRIPTION 2,381 +/- SQUARE FEET  
 REFERENCE: 00000409:68379 LVDESCR 15A

<b>POGGEMEYER                  DESIGN GROUP</b> 	CHARLESTON BOULEVARD  DEPARTMENT OF PUBLIC WORKS CITY OF LAS VEGAS	SCALE	HORZ. N/A VERT.
		WO#:	LV16044
6960 Smoke Ranch Road Suite 110 Las Vegas, Nevada 89128 p) 702.255.8100		DRAWN BY:	RRH
		DATE:	05/27/2020
		SHEET	5 OF 5

**EXHIBIT "D"**  
**PAGE 1 OF 5**  
**TCE**



 AUTHORIZATION TO ENTER PROPERTY (AEP)



OWNER: COUNTY OF CLARK (UMC)

PARCEL NO.: 162-04-101-002

AREA OF AEP: 4196.00 SF

C:\P\WORK\1610\000000\162-04-101-002\_2021\W CHARL BTON\_LVAEP\_19A\_001P10.DWG



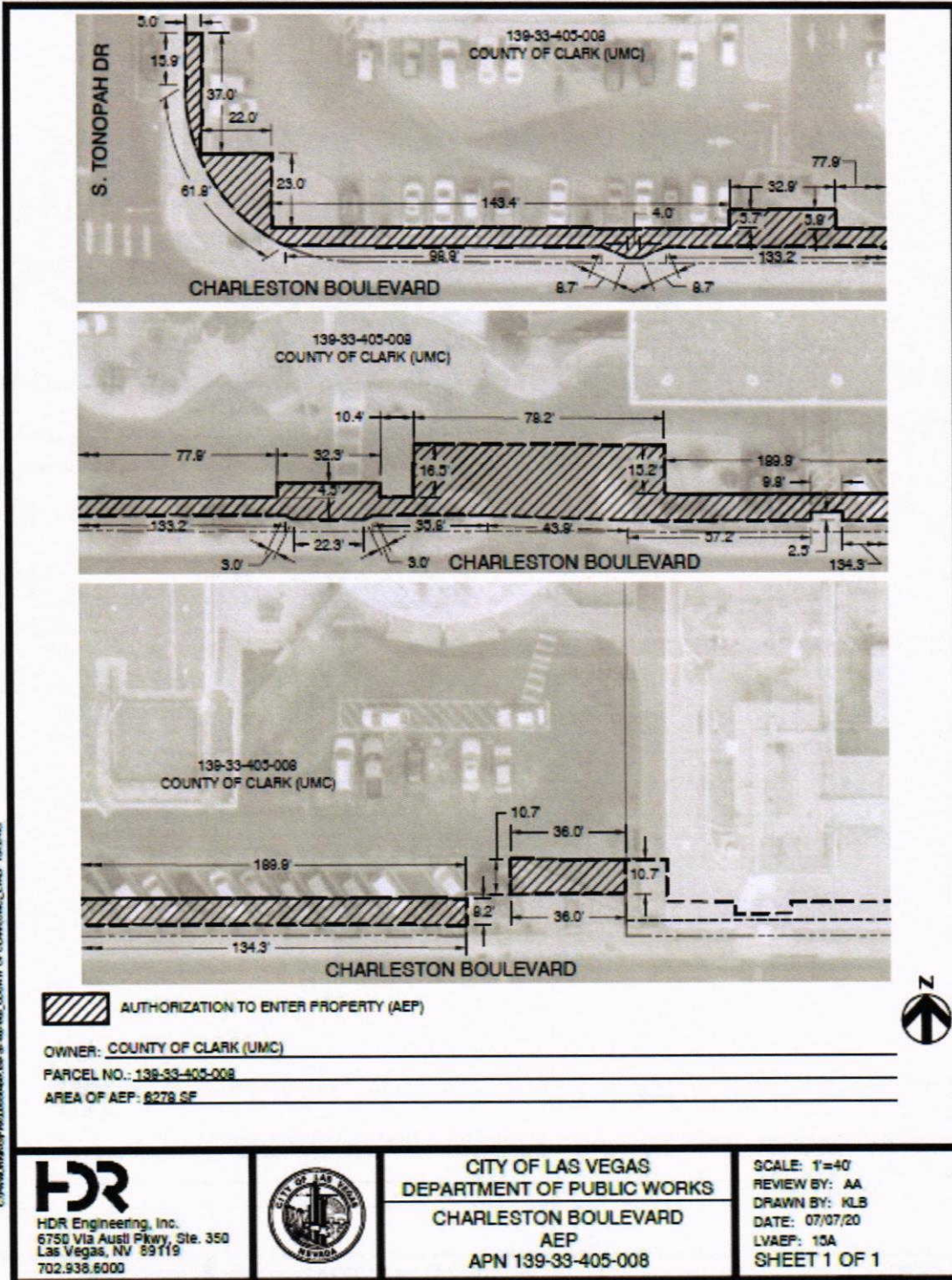
HDR Engineering, Inc.  
8750 Via Austi Pkwy, Ste. 350  
Las Vegas, NV 89119  
702.938.6000



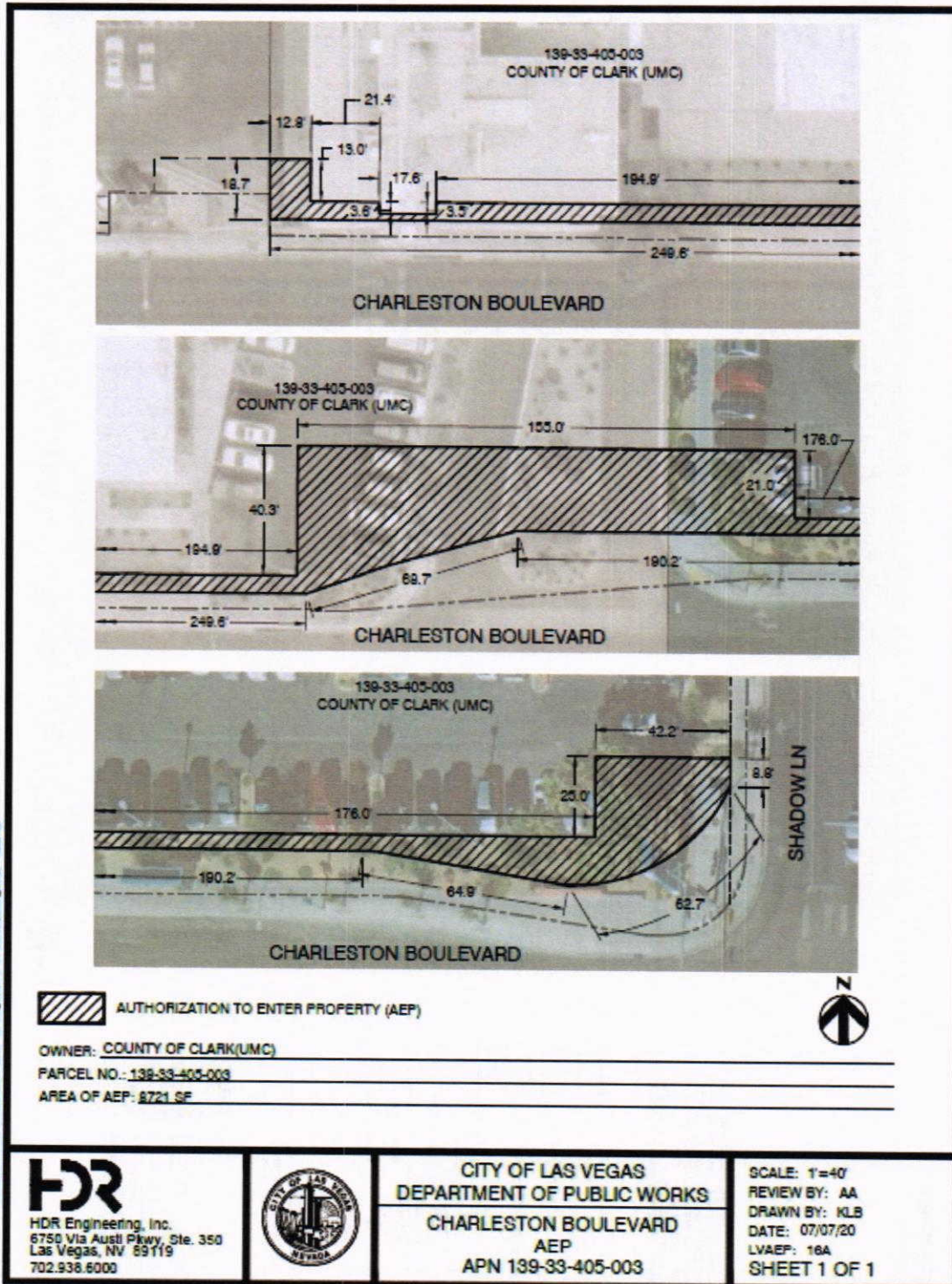
CITY OF LAS VEGAS  
DEPARTMENT OF PUBLIC WORKS  
CHARLESTON BOULEVARD  
AEP  
APN 162-04-101-002

SCALE: 1"=40'  
REVIEW BY: AA  
DRAWN BY: HN  
DATE: 07/16/20  
LVAEP: 19A  
SHEET 1 OF 1

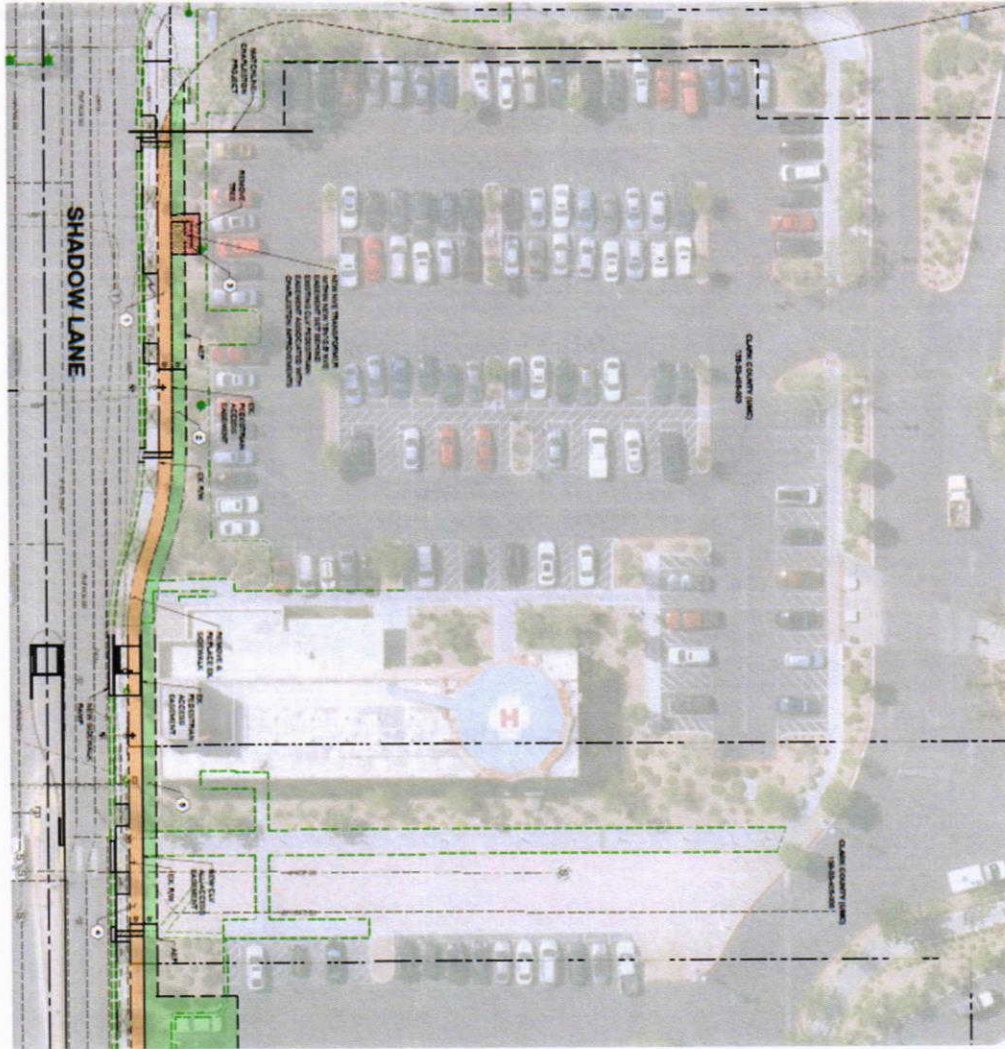
**EXHIBIT "D"**  
**PAGE 2 OF 5**  
**TCE**



**EXHIBIT "D"**  
**PAGE 3 OF 5**  
**TCE**



**EXHIBIT "D"**  
**PAGE 4 OF 5**  
**TCE**



**RIGHT-OF-WAY TABLE**

ELEMENT	EXISTING	PROPOSED
138-33-405-003	153,307 SF	153,307 SF
138-33-405-008	877,268 SF	877,268 SF
AFFECTED PARKING STALLS	0	0

**NEW EASEMENT/ACCESS TABLE**

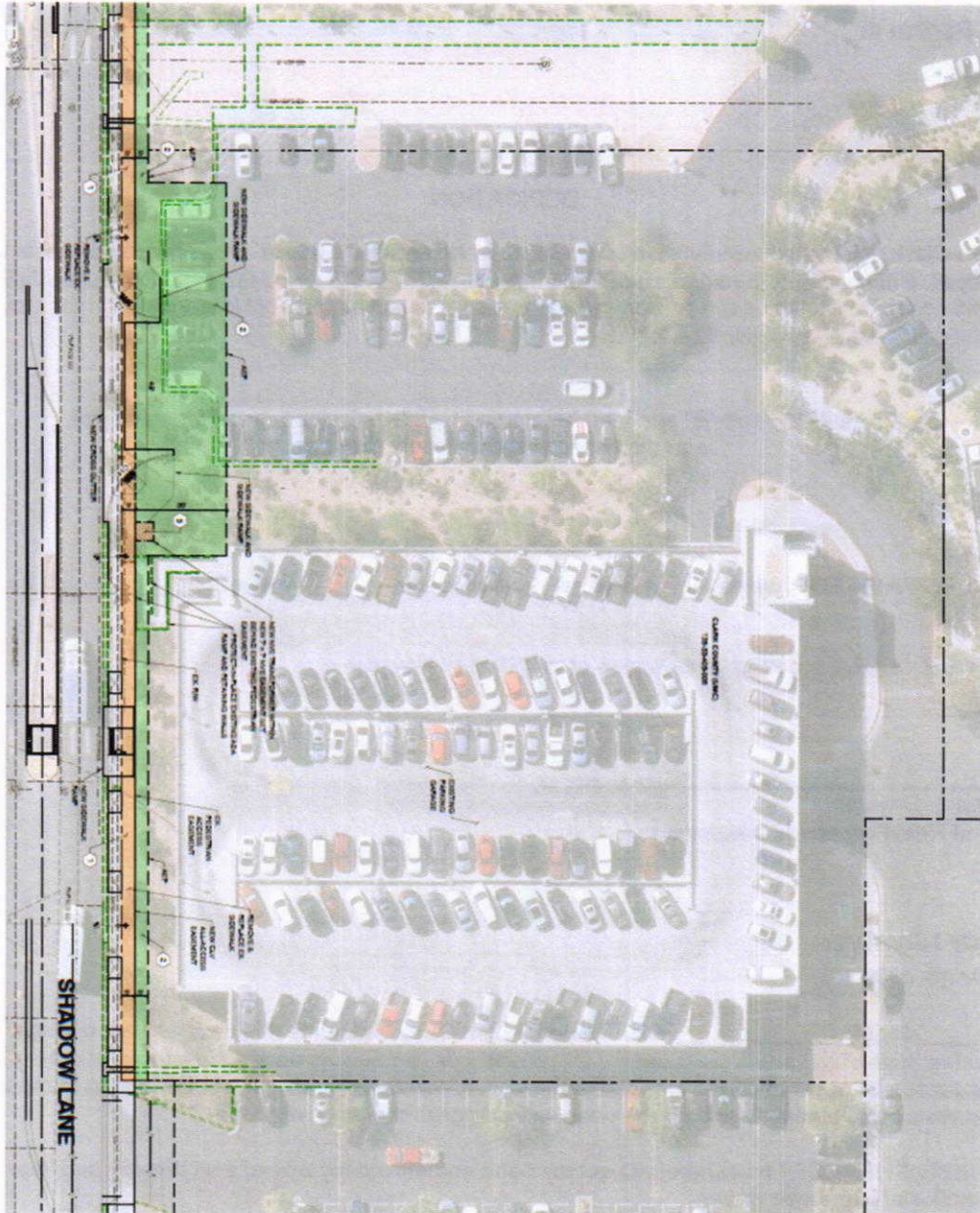
APN	TYPE	AREA (SF)
138-33-405-003	NEW CLV ALL ACCESS EASEMENT	1142.00 SF
138-33-405-003	APR	1282.00 SF
138-33-405-003	NEW NVE EASEMENT	158.00 SF
138-33-405-008	NEW CLV ALL ACCESS EASEMENT	400.00 SF
138-33-405-008	APR	400.00 SF

- LEGEND**
- NEW CLV ALL-ACCESS EASEMENT
  - NEW NVE EASEMENT
  - AUTHORIZATION TO ENTER PROPERTY (AEP)

- NOTES:**
1. THIS SHEET DIMENSIONS, AND CALLOUTS SHOWN ARE BASED ON AERIAL DIMENSIONS ONLY. FOR ACCURATE SITE PARCEL AREAS LISTED IN TABLE ABOVE ARE FOR ENTIRE PROPERTY, INCLUDING PORTION NOT SHOWN ON THIS SHEET. PARKING STALLS LISTED IN TABLE ABOVE ARE ONLY STALLS AFFECTED ON THIS SHEET.
  2. PARCEL AREAS LISTED IN TABLE ABOVE ARE FOR ENTIRE PROPERTY, INCLUDING PORTION NOT SHOWN ON THIS SHEET. PARKING STALLS LISTED IN TABLE ABOVE ARE ONLY STALLS AFFECTED ON THIS SHEET.



EXHIBIT "D"  
PAGE 5 OF 5  
TCE



RIGHT-OF-WAY TABLE		
ELEMENT	EXISTING	PROPOSED
138-33-406-006	102,802 SF	102,802 SF
AFFECTED		
PARKING STALLS	8	8

NEW EASEMENT/EP TABLE		
APN	TYPE	AREA (SF)
① 138-33-406-006	NEW CLV ALL-ACCESS EASEMENT	1781.00 SF
② 138-33-406-006	AEP	5842.00 SF
③ 138-33-406-006	NEW NWE EASEMENT	48.00 SF

LEGEND	
	NEW CLV ALL-ACCESS EASEMENT
	NEW NWE EASEMENT
	AUTHORIZATION TO ENTER PROPERTY (AEP)

NOTES:  
1. THIS EXHIBIT, DIMENSIONS, AND CALCULATIONS SHOWN ARE BASED ON AERIAL IMAGERY ONLY. FOR ACCURATE SITE CONDITIONS, FIELD SURVEY SHALL BE CONDUCTED.  
2. PARCELS LISTED IN TABLE ABOVE ARE FOR ENTIRE PROPERTY, INCLUDING PORTION NOT SHOWN ON THIS SHEET. PARKING STALLS LISTED IN TABLE ABOVE ARE ONLY STALLS AFFECTED ON THIS SHEET.



**EXHIBIT "E"  
PAGE 1 OF 1  
DEDICATION FORM**

APN: A Portion of

**DEDICATION**

County of Clark, a political subdivision of the State of Nevada, "Dedicator", does hereby dedicate to City of Las Vegas, a municipal corporation of the State of Nevada, for public purposes, including but not limited to pedestrian access, utility, drainage or roadway purposes, that tract or parcel of land located in the County of Clark, State of Nevada, described as follows:

See Exhibits "A" and "B" attached hereto and by this reference made a part hereof,  
a portion of Assessor's Parcel Number |

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

COUNTY OF CLARK, a political subdivision of the State of Nevada

\_\_\_\_\_  
Lisa Kremer, Director  
Director of Real Property Management

STATE OF NEVADA)  
COUNTY OF CLARK)

On the \_\_\_\_ day of \_\_\_\_\_ 2021, personally appeared before me, the undersigned, a Notary Public in and for the State of Nevada, \_\_\_\_\_ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County and State  
My commission expires: \_\_\_\_\_

When recorded, return document to  
County of Clark - RPM  
500 S. Grand Central Pkwy., 4th Floor  
Las Vegas, NV 89155-1825  
Attention: Jaime McGinty

**EXHIBIT "F"**  
**PAGE 1 OF 2**  
**TEMPORARY CONSTRUCTION EASEMENT FORM**

APN:

WHEN RECORDED MAIL TO:

ENTITY NAME  
ATTN:  
ADDRESS LINE 1  
CITY, STATE ZIP

**TEMPORARY CONSTRUCTION EASEMENT**

The County of Clark, a political subdivision of the State of Nevada ("Grantor"), its heirs, successors and assigns, for and in consideration received, does hereby grant to City Of Las Vegas ("Grantee"), its successors and assigns, a Temporary Construction Easement ("TCE") in, on, over and across the land described on Exhibit "A" ("TCE Area"), attached hereto and by this reference made a part hereof, together with the right of ingress and egress, for the purpose of: constructing public roadway, transportation and infrastructure improvements ("Project"). The Grantee shall be responsible for any and all costs associated with construction of the Project, relocation of existing improvements or other associated appurtenances and any and all remediation.

Grantor, its heirs, successors and assigns, reserves such rights and privileges as may be used without interfering with or abridging the rights and TCE granted herein.

Subject to the government liability limits of NRS Chapter 41, the Grantee agrees to indemnify, defend and hold Grantor harmless from any and all claims, demands or causes of action which may result from the actions of the Grantee, its officers, employees, agents, or contractors arising from the exercise of the rights herein granted. .

Grantee shall take all reasonable precautions to protect people from the TCE area.

The rights herein granted are temporary and expire upon completion of the Project or Two (2) years from approval of the TCE by the Clark County Board of County Commissioners whichever occurs first. Grantor has the right to inspect the Project, including all necessary relocation of existing improvements, to assure work is satisfactory.

Grantor may terminate this TCE for Grantee's non-compliance with the terms and conditions by providing a ten (10) day notice to Grantee.

Grantee shall be responsible for any damages proximately caused by Grantee's Project, including any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the TCE area, Grantee will restore the TCE Area to its before condition. Grantee shall return the Grantor's property and TCE Area to the same or better condition to the satisfaction of the Grantor, in Grantor's sole discretion, once

EXHIBIT "F"  
PAGE 2 OF 2  
TEMPORARY CONSTRUCTION EASEMENT FORM

the Project has been completed. If Grantee fails repair or restore Grantor's property or TCE area to its before condition, Grantor shall have the right, but not the obligation, to repair and/or remediate the TCE Area and Grantor's property and Grantee shall be responsible for any and all costs incurred by Grantor and shall pay those costs within ten (10) days of receipt of an invoice.

This TCE may be executed in counterparts, all such counterparts will constitute the same TCE and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**GRANTOR**  
**COUNTY OF CLARK**

**GRANTEE**  
**ENTITY NAME**

By: \_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mary-Anne Miller, County Counsel

STATE OF NEVADA}  
COUNTY OF CLARK;

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said County and State, appeared \_\_\_\_\_ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA}  
COUNTY OF CLARK;

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said County and State, appeared \_\_\_\_\_ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

\_\_\_\_\_  
Notary Public

**EXHIBIT "G"**  
**PAGE 1 OF 3**  
**PROPOSAL**



January 12, 2021

Bid No. 021-103

Ms. Tamera Hone  
Facility Maintenance Manager  
Plant Ops-Plant Maintenance  
University Medical Center of Southern Nevada  
1800 W Charleston Blvd.  
Las Vegas, NV 89102

Re: 2231 W. Charleston Blvd. – Main Entry Relocation Interior & Exterior

**PRELIMINARY BUDGET**

Ms. Hone,

I would like to thank you for the opportunity to be of service to you on the above-mentioned project. This proposal assumes that the current power, mechanical and plumbing installations are adequate to support the new layout. All bidding has been done in accordance with floor plan sketch provided by Owner. This project was bid using prevailing wage rates. The following lists should help clarify our proposal:

The following items are specifically included in our proposal:

1. We provide an allowance for construction documents.
2. We provide an allowance for permitting fees.
3. Provide removal and proper disposal of approx. 25 linear feet of wall assembly to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED.**
4. Provide removal and proper disposal of approx. 270 square feet of flooring to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED.**
5. Provide removal and proper disposal of approx. 270 square feet of acoustical ceiling systems to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED.**
6. Provide disconnect and "safe-off" of electrical to existing auto operator.
7. Provide removal and proper disposal of Two (2) storefront doors.
8. Provide removal and proper disposal of storefront window at proposed entry area.
9. Provide removal and proper disposal of existing palm tree located at proposed entry location.
10. Furnish and install new 12' x 13' 4" thick concrete pad at new entry location.
11. Provide modifications to existing window opening to accept new storefront entry system. This includes wood framing header and studs.
12. Provide infill of previously removed storefront doors with storefront window system to match existing as best possible.
13. Furnish and install new double door entry system at proposed entry location. New storefront to match existing as best possible.
14. Furnish and install power assist operator at new entry. This includes one push button.

1118 Sharp Circle, Suite E  
North Las Vegas, NV 89030  
702-642-3600  
Fax 702-642-5050

**EXHIBIT "G"**  
**PAGE 2 OF 3**  
**PROPOSAL**

15. Furnish and install power to new power assist operator from existing electrical circuits. This includes conduit, wiring and terminations.
16. Furnish and install approx. 15 linear feet of new wall assembly to accommodate new layout. This includes metal stud framing, 5/8" type "X" sheetrock, tape and texture. Wall finish to match existing as best possible.
17. Create new 4' wide cased opening at existing wall. This includes metal stud framing, 5/8" type "X" sheetrock, tape and texture. Wall finish to match existing as best possible.
18. Furnish and install approx. 270 square feet of 2' x 4' acoustical ceiling system to accommodate new layout. This includes grid and 2' x 4' ceiling tiles with tegular edge.
19. Provide painting of newly created Entrance Lobby. Paint color to be selected by Owner from standard color selections.
20. All paint used will be "low VOC" for use in healthcare applications.
21. Furnish and install vinyl plank flooring at newly created Entrance Lobby. This includes two flooring colors. Flooring colors to be selected by Owner from standard color selections.
22. Furnish and install 6" base at new flooring location. Base color to be selected by Owner from standard color selections.
23. Furnish and install Two (2) new wall sconces at new entry location. This includes conduit, wiring, terminations and \$400 light fixture budget.
24. Furnish and install One (1) Exterior egress light. This includes conduit, wiring, terminations and \$400 light fixture budget.
25. Supervision
26. Clean up and proper disposal of any and all trash and debris caused by our scope of work.
27. All work to take place during normal working hours 5:30am – 3:30pm Monday – Friday.

The following items are specifically excluded from our proposal:

1. Any work not noted above.
2. Any overtime or special inspections.
3. Any sewer connection fees.
4. Any hazardous materials testing or abatement.
5. Any trench or recessed ducting.
6. Any medical gas systems, connections, zone valves or certifications.
7. Any lead shielding including lead lined sheetrock, lead lined doors or leaded glass view windows.
8. Any new HVAC equipment, ducting, or wiring of any kind.
9. Hidden and/or concealed conditions that we could not identify by a visual inspection, such as under-slab conduits, etc. are not included as a cost in our proposal. We have undertaken reasonable care and caution to identify any conflict; however, we did not perform any destructive inspections that may have identified these hidden and/or concealed conditions.
10. Any Telephone/Data wiring and/or equipment.
11. Any new roofing materials.
12. Any furnishings.
13. Any work to bring the existing space to current codes or standards.
14. Any work to bring the existing space to current ADA standards.
15. Any life safety systems.

**EXHIBIT "G"**  
**PAGE 3 OF 3**  
**PROPOSAL**

16. Any fire alarm plans and/or modifications.

We hope this meets with your understanding. If you have any questions regarding this proposal, please do not hesitate to contact me at my office (702) 642-3600 or on my cellular (702) 287-8697.

We look forward to working with you on this project.

All invoices are due upon receipt.

Pricing is good for 90 days.

Respectfully,  
JMB Construction, Inc.



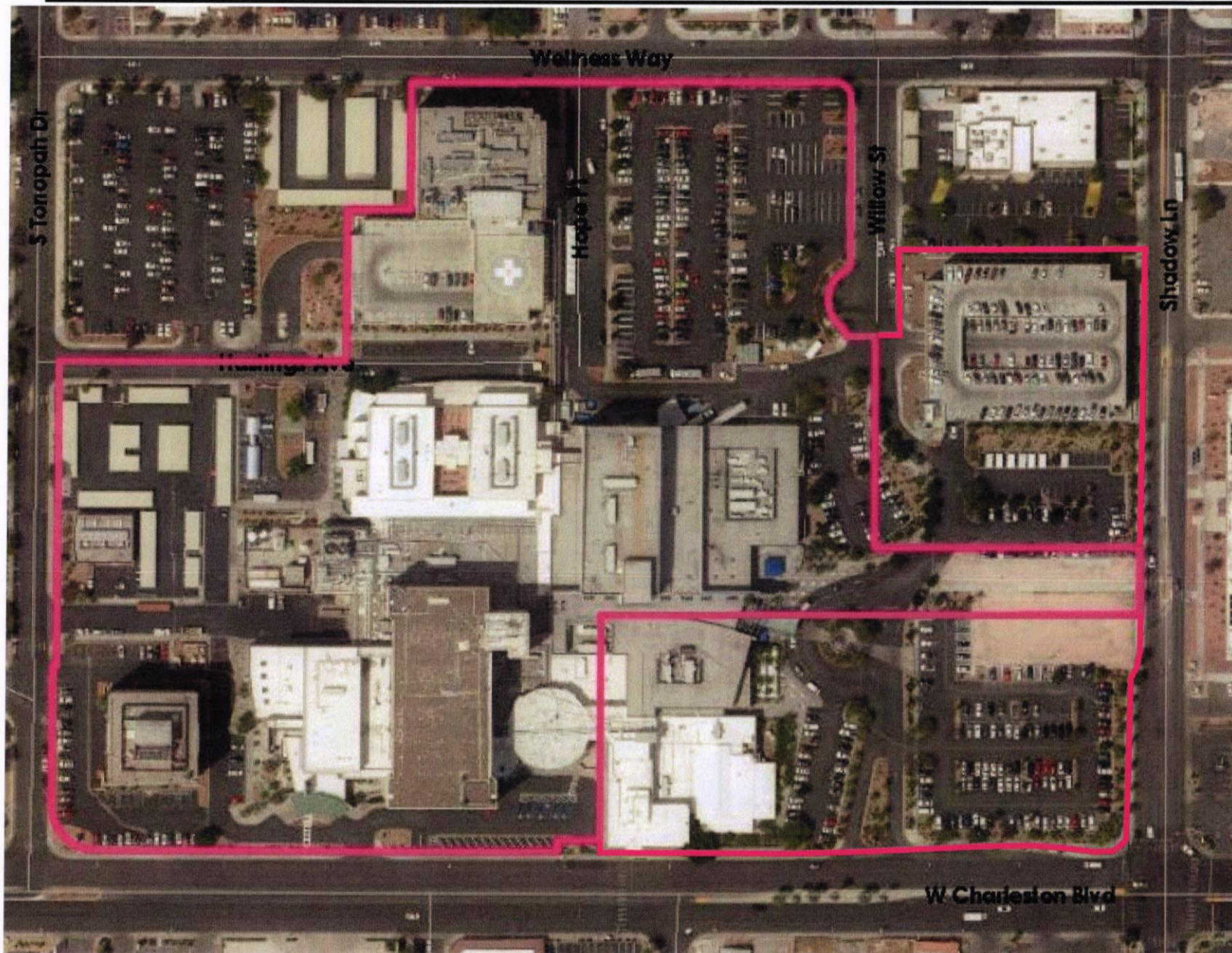
Damien Bilyeu  
Project Estimator

License #0031805A  
Limit: Unlimited

Cost: Two hundred Ten thousand Six hundred Twenty dollars & 00/100  
(\$210,620.00)

# ASSESSORS PARCEL NUMBERS

139-33-405-005, 139-33-405-003, 139-33-405-008  
1800 W CHARLESTON BLVD, LAS VEGAS, NV 89102  
UMC CAMPUS



ASSESSORS PARCEL NUMBER

162-04-101-002

2231 W CHARLESTON BLVD, LAS VEGAS, NV 89102

UMC CLINIC

