

APN(s): 139-33-405-008

WHEN RECORDED MAIL TO:

Transit Amenities Department
Regional Transportation Commission of Southern Nevada
600 South Grand Central Parkway
Las Vegas, Nevada 89106-4512

TEMPORARY CONSTRUCTION EASEMENT

County of Clark, a political subdivision of the State of Nevada, ("**Grantor**" or "**County**"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Regional Transportation Commission of Southern Nevada, a Political Subdivision of the State of Nevada ("**Grantee**") and its successors and assigns, on the real property situated in Clark County, Nevada, commonly known as 2040 W Charleston Blvd (APN 139-33-405-008) (the "**Property**") a temporary right and easement ("Temporary Construction Easement"):

1. to construct, use, repair, and maintain an area for purposes of creating or upgrading a bus shelter and shelter pad and constructing sidewalk improvements on Wellness Way, in the location identified on Exhibit A attached hereto ("Temporary Easement Area");
2. to perform final cleanup of the Temporary Easement Area;
3. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Grantee has the right to permanently remove or clear any and all materials, trees, brush, debris, structures, and any other obstruction from the Temporary Easement Area, which in Grantee's reasonable judgment may interfere with or endanger Grantee's use of or activities on the Temporary Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by Grantor and located on the Temporary Easement Area on the date Grantor signs the Temporary Construction Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under the paragraph immediately preceding this paragraph.

Grantee is required to repair the landscape area and any irrigation lines if damaged in the course of construction work.

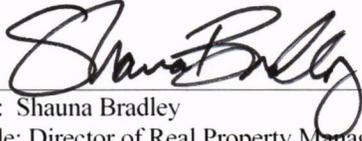
The Temporary Construction Easement terminates one (1) year after commencement of construction or on September 30, 2026, whichever comes first, and upon termination, the Temporary Construction Easement has no further effect.

Grantor can terminate this Temporary Construction Easement with or without cause, upon thirty (30) day notice to Grantee.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect to litigation directly or indirectly arising out of, under, or in connection with this Temporary Construction Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

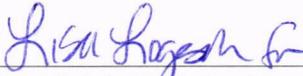
GRANTOR:

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



By: Shauna Bradley
Title: Director of Real Property Management

APPROVED AS TO FORM:



By: Nichole Kazimirovicz
Title: Deputy District Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of _____.

Signature of Notarial Officer

Notary Seal Area →

Exhibit "A"
(Page 1 of 2)

APN:139-33-405-008
COUNTY OF CLARK (UMC)

PAGE 1 OF 2



TEMPORARY CONSTRUCTION EASEMENT
SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

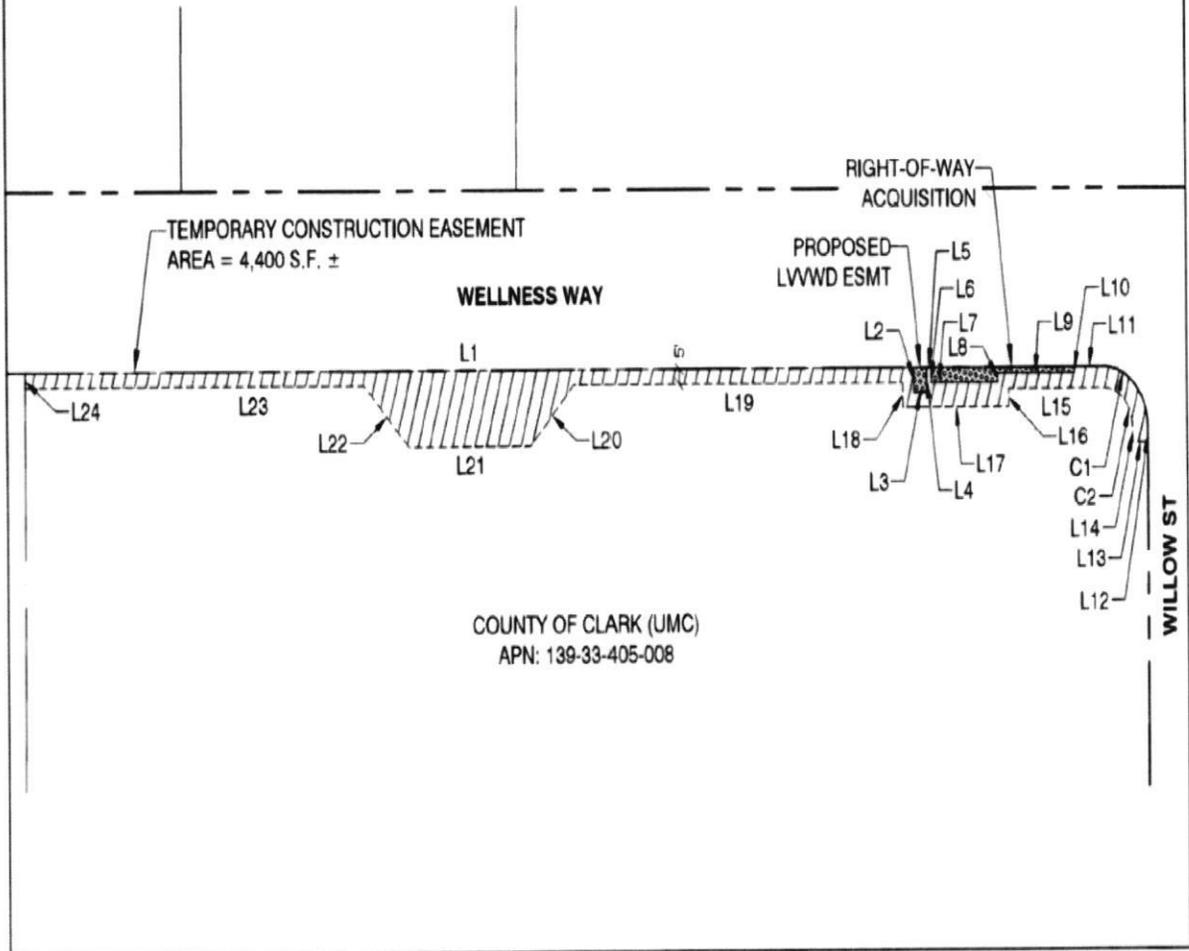


Exhibit "A"
(Page 2 of 2)

APN:139-33-405-008
COUNTY OF CLARK (UMC)

PAGE 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT
SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S89°52'06"E	406.17'
L2	S0°07'54"W	8.00'
L3	S89°52'06"E	6.00'
L4	N0°07'54"E	8.00'
L5	S89°52'06"E	2.00'
L6	S0°07'54"W	5.00'
L7	S89°52'06"E	30.51'
L8	N0°07'54"E	3.00'
L9	S89°52'06"E	35.00'
L10	N0°07'54"E	2.00'
L11	S89°52'06"E	13.70'
L12	S0°17'14"W	5.00'
L13	N89°42'46"W	7.00'
L14	N0°17'14"E	5.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L15	N89°52'06"W	43.70'
L16	S0°07'54"W	6.00'
L17	N89°52'06"W	48.51'
L18	N0°07'54"E	8.00'
L19	N89°52'06"W	150.12'
L20	S45°04'26"W	28.16'
L21	S89°59'48"W	55.47'
L22	N45°08'39"W	28.51'
L23	N89°52'06"W	155.45'
L24	N0°26'36"E	5.00'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	31.47'	20.00	90°09'20"	20.05'
C2	20.46'	13.00	90°09'20"	13.04'

APN: 139-33-405-008

WHEN RECORDED MAIL TO:

TRANSIT AMENITIES DEPARTMENT
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
600 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA 89106-4512

BUS SHELTER PAD EASEMENT AGREEMENT

("Agreement")

On this ____ day of _____, 20____, I (WE): **County of Clark (UMC)**, ("Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the **REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, a Political Subdivision of the State of Nevada** ("Grantee"), its successors and assigns, individually a "Party" and collectively the "Parties", for purposes of creating a bus shelter pad ("Pad"), an easement including all rights necessary for the construction, operation, modification, maintenance and repair of the Pad and appurtenances thereon; upon, over, under and across the parcel of land (APN 139-33-405-008, the "Property") described in Exhibits A and B below, and the right of ingress and egress to and over said parcel; together with permission to maintain landscaping as deemed reasonably necessary to insure the safe and proper operation of the Pad. Said parcel of land being described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND

BY THIS REFERENCE MADE PART HEREOF

For: Bus Shelter Pad Easement

1. Grantee agrees:
 - a. To pay the costs for installation of the shelters, bench and trash can at the location as designated on Exhibit A, attached hereto and incorporated by reference (the "Location"). The Grantee will construct the pads for the shelters/benches and trash can and will relocate any landscaping, as required.
 - b. To be responsible for the cleanliness and maintenance of the transit stop(s) on a regular basis. Grantor will have no responsibility for the cost of maintenance of the transit stops except as otherwise provided herein below.
 - c. Grantee shall accept the Location in its existing condition, AS-IS and WHERE-IS.

APN: 139-33-405-008
OWNER: County of Clark (UMC)
TYPE DOC: Bus Shelter Pad Easement Agreement

2. Grantor agrees:
 - a. To provide the Grantee the use of the Location on the Property, as designated on **Exhibits A and B**, for the transit stop facilities, specifically a 223 SF bus shelter pad per the Clark County Area Uniform Standard Drawings, subject to the terms and conditions set forth herein. No representation, statement or warranty, express or implied, has been made by or on behalf of Grantor as to such condition. In no event shall Grantor be liable for any defect in the Location or for any limitation on the usability of the Location.
 - b. To be responsible for any trash, debris and/or damages to the Location and/or Grantee property caused solely by Grantor, its officers, directors and employees. Such responsibility shall specifically exclude any damages or maintenance resulting from any third parties, including any guests or invitees of Grantor.
3. Communications and notices in connection with the performance of this Agreement shall be in writing, sent by personal delivery or deposited in the United States Mail, certified or registered, return receipt requested, and shall be considered received at the time actually received by the addressee or designated agent. Communications should be addressed as follows:

If to the Grantee:

Regional Transportation Commission of Southern Nevada
Attn: Manager of Purchasing and Contracts
600 South Grand Central Parkway
Las Vegas, NV 89106-4512

With a copy to:

Transit Amenities Department
Regional Transportation Commission of Southern Nevada
600 South Grand Central Parkway
Las Vegas, NV 89106-4512

APN: 139-33-405-008
OWNER: County of Clark (UMC)
TYPE DOC: Bus Shelter Pad Easement Agreement

If to Grantor:

County of Clark RPM
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89155

With a copy to:

Mason Van Houweling, CEO
University Medical Center of Southern Nevada
1800 West Charleston
Las Vegas, NV 89102

4. **Insurance.** Grantee shall, at its sole cost and expense and at all times while the Agreement is in force, carry and maintain insurance policies of the following types and of not less than the following amounts from a company with a current A.M. Best Company rating of at least A, VII: (i) Employer's Liability Insurance and Statutory Workers' Compensation Insurance, including Employers' Liability Insurance, with limits of One Million Dollars (\$1,000,000.00) each accident and a policy limit of One Million Dollars (\$1,000,000.00), covering all personnel of Grantee performing such work at Grantor's premises or provide a valid certificate of self-insurance; and (ii) Commercial General Liability Insurance covering all operations with combined single limits of at least (A) Five Million Dollars (\$5,000,000.00) for property damage (including that of Grantor), plus (B) Five Million Dollars (\$5,000,000.00) for bodily injury, including death; and (iii) Automobile Liability Insurance covering all RTC fleet vehicles (whether owned or not) used for business operations of RTC with combined single limits of at least Ten Million Dollars (\$10,000,000.00). The insurance and limits set forth above shall neither be considered a limitation of Grantee's or any subcontractor's liability, nor an agreement by Grantor to assume liability in excess of said amounts or for risks not insured against. The compliance or failure to comply, in whole or in part, with the insurance provisions contained in the Agreement shall in no way relieve Grantee from its obligations hereunder or under the Agreement. Grantee shall, if requested, provide proof of coverage to the Grantor and name Grantor as an additional insured.

5. **Miscellaneous:**

- a. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. Exclusive venue for any action brought regarding this Agreement shall be in the state and federal courts located in Clark County, Nevada.

APN: 139-33-405-008
OWNER: County of Clark (UMC)
TYPE DOC: Bus Shelter Pad Easement Agreement

- b. **Waiver of Terms and Conditions.** The failure of the Grantee or Grantor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the Grantee or Grantor of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- c. **Assignment.** This Agreement shall be binding on the successors and assigns of the Grantee and Grantor.
- d. **Amendment.** This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the Parties.
- e. Grantee acknowledges that it has been granted only a right to use portions of the Property under certain conditions and that it has not been granted any real property interests in the Property or any possessory rights in the Property. Neither this Agreement nor any interest created herein may be assigned, sublicensed, mortgaged, subleased, encumbered or otherwise transferred by Grantee except Grantee may transfer its obligations and rights to another party responsible for the transit facilities, as approved by the Grantee commission. Neither the Property nor any part thereof may be encumbered in any manner by reason of any act or omission on the part of the Grantee. Except as otherwise provided herein, any attempt to assign, sublicense, mortgage, sublease or encumber any rights under this Agreement by Grantee shall be void, and in such event, Grantor shall have the right to immediately terminate this Agreement.
- f. **Subordination.** The rights of Grantee under this Agreement shall at all times be subordinate to any deed of trust, mortgage or ground lease affecting the Property. Grantee shall sign any reasonable subordination agreement or other document as requested from time to time by Grantor or its ground lessor for the benefit of the holder of any such interest.
- g. **Rights and Remedies.** In the event of any default by a Party in the timely performance of its covenants and agreements set forth in this Agreement, the non-defaulting Party or Parties shall have all rights and remedies provided by law, including, without limitation, the right to seek specific performance of the defaulting Party of such covenants and agreements.

APN: 139-33-405-008
OWNER: County of Clark (UMC)
TYPE DOC: Bus Shelter Pad Easement Agreement

- h. **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, any government law, order, or regulation, or order of any court or jurisdiction, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
- i. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- j. **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both other genders. The word "include" shall be interpreted to mean "include without limitation" and the word "including" shall be interpreted to mean "including without limitation." The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The Parties agree that all Parties participated in the negotiation and drafting of this Agreement and that this Agreement shall not be construed against any Party as a result of such Party's role in the drafting of this Agreement.
- k. **Costs of Legal Proceedings.** In the event a Party institutes legal proceedings with respect to this Agreement or the enforcement thereof, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees incurred by such Party in connection with such legal provisions.
- l. **Rights Cumulative.** All rights, powers, remedies and privileges conferred hereunder upon the Parties shall be cumulative and not restrictive to those given by law or in equity unless otherwise expressly limited.

APN: 139-33-405-008

MARYLAND PARKWAY BUS RAPID TRANSIT

EXHIBIT "A"

DESCRIPTION

A PORTION OF LAND DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED MARCH 15, 1974 IN BOOK 409, AS INSTRUMENT NO. 0368379 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE THEREOF, NORTH 00°22'04" EAST, 991.10 FEET TO THE CENTERLINE OF WELLNESS WAY; THENCE DEPARTING SAID WEST LINE AND ALONG THE CENTERLINE OF SAID WELLNESS WAY SOUTH 89°52'06" EAST, 851.61 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 00°07'54" WEST, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WELLNESS WAY, ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 89°52'06" EAST, 65.51 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00°07'54" WEST, 2.00 FEET; THENCE NORTH 89°52'06" WEST, 35.00 FEET; THENCE SOUTH 00°07'54" WEST, 3.00 FEET; THENCE NORTH 89°52'06" WEST, 30.51 FEET; THENCE NORTH 00°07'54" EAST, 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 223 SQUARE FEET, MORE OR LESS.

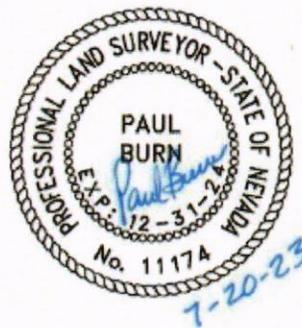
BASIS OF BEARINGS

NORTH 00°22'04" EAST, BEING THE BEARING OF THE WEST 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., AS SHOWN IN FILE 228, PAGE 73 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



Page 1 of 1

F:\Projects\600\680-131\Division\Srvy\Srvy\Documents\Legals\680-131-13933405008 EASE-LE01.docx
GCW, INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

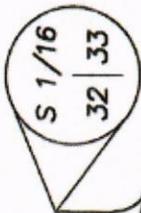
EXHIBIT "B" TO ACCOMPANY DESCRIPTION

APN: 139-33-405-008

SECTION 33

TOWNSHIP 20 SOUTH
RANGE 61 EAST, M.D.M.

DESCRIBED AREA = 223 S.F.



S89°52'06"E

851.61'

TONOPAH DRIVE
PUBLIC RIGHT-OF-WAY
PER OR: 35: 0184190

991.10'
BASIS OF BEARINGS
N00°22'04"E 1321.69'

500°07'54"W 30.00'

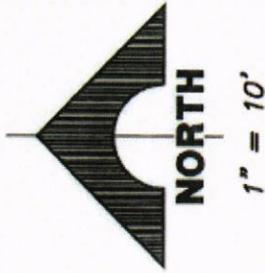
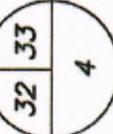
POINT OF BEGINNING

N89°52'06"W 65.51'

N89°52'06"W 35.00'

N89°52'06"W 30.51'

POINT OF COMMENCEMENT



WELLNESS WAY
PUBLIC RIGHT-OF-WAY
PER OR: 35: 0184190

OR: 409: 0368379



1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

ENGINEERS & SURVEYORS

NOTE:
SEE PAGE 2 FOR
LINE TABLE.

PAGE 1 OF 2

F:\Projects\600\680-131\Division\Srvy\Exhibits\680-131-13933405008 EASE-EX01.dwg

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

APN: 139-33-405-008



DESCRIBED AREA = 223 S.F.

SECTION 33
TOWNSHIP 20 SOUTH
RANGE 61 EAST, M.D.M.

F:\Projects\600\680-131\Division\Srvy\Srvy\Exhibits\680-131-13833405008 EASE-EX01.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°07'54"W	2.00'
L2	S00°07'54"W	3.00'
L3	N00°07'54"E	5.00'



ENGINEERS & SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

APN: 139-33-405-008

RETURN TO:

Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: _____

LAS VEGAS VALLEY WATER DISTRICT

NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between **COUNTY OF CLARK**, a political subdivision of the State of Nevada, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual Easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this Easement, except that said parcel may be

APN: 139-33-405-008

improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities. Shallow root landscaping shall be allowed provided that: 1) such landscaping does not impede access or maintenance of DISTRICT facilities and 2) DISTRICT is not responsible for any damage caused to shallow root landscaping as a result of DISTRICT's maintenance or repair of DISTRICT facilities.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.
3. Should any of the DISTRICT facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR(s) within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.
4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said Easement.
5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.
6. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.
7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.
8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.
9. This Easement is granted subject to any and all existing rights.

APN: 139-33-405-008

DO NOT MARK OUTSIDE THIS BOX

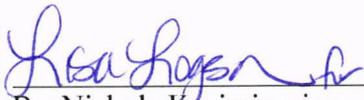
IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this
_____ day of _____, 20____.

GRANTOR:

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

By: Shauna Bradley
Title: Director
Department of Real Property Management

APPROVED AS TO FORM:



By: Nichole Kazimirovicz
Title: Deputy District Attorney

State of Nevada
County of Clark

This instrument was acknowledged before me on _____, 2024 by Shauna
Bradley as Director of Department of Real Property Management of County of Clark,
Nevada.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

GRANTOR: COUNTY OF CLARK (UMC)
APN: 139-33-405-008

EXHIBIT "A"

DESCRIPTION

A PORTION OF LAND DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED MARCH 15, 1974 IN BOOK 409, AS INSTRUMENT NO. 0368379 ON FILE AT THE CLARK COUNTY NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA:

A STRIP OF LAND 6.00 FEET IN WIDTH, LYING 3.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE THEREOF NORTH 00°22'04" EAST, 991.10 FEET TO THE CENTERLINE OF WELLNESS WAY; THENCE DEPARTING SAID WEST LINE AND ALONG THE CENTERLINE OF SAID WELLNESS WAY SOUTH 89°52'08" EAST, 846.61 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 00°07'54" WEST, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WELLNESS WAY, ALSO BEING THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND CONTINUING SOUTH 00°07'54" WEST, 8.00 FEET TO THE **POINT OF ENDING**.

THE AREA AS SHOWN HEREON IS INCLUDED AT THE REQUEST OF THE LAS VEGAS VALLEY WATER DISTRICT AND WAS DETERMINED BY COMPUTER METHODS.

CONTAINS 48 SQUARE FEET, MORE OR LESS.

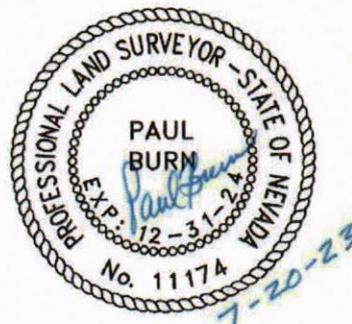
BASIS OF BEARINGS

SOUTH 00°22'04" WEST, BEING THE BEARING OF THE WEST 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., AS SHOWN IN FILE 228, PAGE 73 OF SURVEYS ON FILE AT THE CLARK COUNTY NEVADA RECORDER'S OFFICE.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



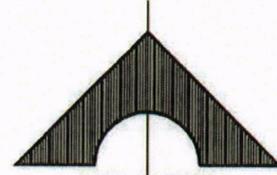
Page 1 of 2

F:\Projects\600\680-131\Division\Srvy\Srvy\Documents\Legals\680-131-13933405008 LVVWD-LE01.docx
GCW, INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

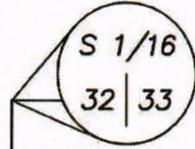
EXHIBIT "B" TO ACCOMPANY DESCRIPTION

GRANTOR: COUNTY OF CLARK (UMC)
 APN: 139-33-405-008



NORTH

1" = 10'



BASIS OF BEARINGS
 (S00°22'04"W)

N00°22'04"E 1321.69'

991.10'

TONOPAH DRIVE

PUBLIC RIGHT-OF-WAY

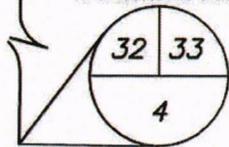
PER OR: 35: 0184190

S89°52'06"E 846.61'

WELLNESS WAY
 PUBLIC RIGHT-OF-WAY
 PER OR: 35: 0184190

S00°07'54"W 30.00'

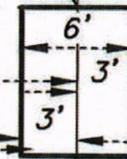
POINT OF COMMENCEMENT



POINT OF BEGINNING

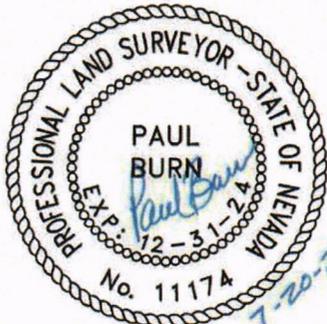
S00°07'54"W 8.00'

LVVWD EASEMENT
 AREA = 48 S.F. ±



POINT OF ENDING

OR: 409: 0368379



GCV
 ENGINEERS SURVEYORS

1555 S. RAINBOW BLVD.
 LAS VEGAS, NV 89146
 T: 702.804.2000
 F: 702.804.2299
 gcwengineering.com

F:\Projects\600\680-131\Division\Survey\Exhibits\680-131-13933405008 LVVWD-EX01.dwg