INTERLOCAL AGREEMENT BETWEEN THE CITY OF HENDERSON AND CLARK COUNTY FOR THE RIGHTS AND USE SURROUNDING THE SUNRIDGE HEIGHTS PARKWAY ALIGNMENT

This Interlocal Agreement ("Agreement") is made by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("City"), and Clark County, Nevada, a political subdivision of the State of Nevada ("County"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

WHEREAS, County, through its Clark County Department of Aviation, is the owner and operator of the Clark County Airport System, including Henderson Executive Airport (the "Airport") located within an area of the City known as West Henderson;

WHEREAS, City is seeking to connect Sunridge Heights Parkway from Raiders Way to Seven Hills Parkway, crossing portions of Airport property, in accordance with City of Henderson Master Transportation Plan (the "Sunridge Heights Project"). The Sunridge Heights Project is anticipated to consist of two phases: "Sunridge Heights Phase I" will consist of the portion of Sunridge Heights from Raiders Way to the western edge of parcel 177-35-401-001 to connect Raiders Way to St. Rose Square; "Sunridge Heights Phase II" will consist of the section of Sunridge Heights crossing parcel 177-35-401-001 and the northwest corner of 177-35-401-002 to connect Sunridge Heights Phase I with the existing intersection of Maryland Parkway and Sunridge Heights, and consisting, in part, of a depressed and capped tunnel to accommodate future Airport runway and airfield expansion;

WHEREAS, City has existing waterlines located within existing, permanent easement rights owned by the City, as well as easements for future water line projects which are located within the Airport property, including, but not limited to, parcels 191-03-510-001 and 191-02-201-005;

WHEREAS, the City's existing waterlines deliver water and fire protection to the Airport and City of Henderson residents;

WHEREAS, the City's existing waterlines are in need of critical repairs that may be performed by the City under its current rights, and which could affect Airport operations;

WHEREAS, City is willing to abandon in place portions of an existing 12" waterline and the associated apparatuses crossing Airport property and construct (1) a new, realigned 16" waterline starting within the City's existing easement shown in Exhibits C and F, and then across Airport property to Sunridge Heights Parkway and then along Sunridge Heights Parkway (the "City SH Waterline Project"); and (2) a new 16" waterline primarily within existing City easements generally along the proposed new roadway alignment from Sunridge Heights into the Airport property (the "City JS Waterline Project"). The City SH Waterline Project and City JS Waterline Project are collectively the "City Waterline Projects";

WHEREAS, County is seeking approvals for an improvement project at the Airport to add aprons and ancillary uses in support of Airport operations under Design Review Application Number DRA-2020004845 (the "Airport Project");

WHEREAS, the Airport Project will be along portions of Sunridge Heights Parkway and Raiders Way;

WHEREAS, City and County are working together to meet the design and infrastructure requirements for the Sunridge Heights Project, City Waterline Projects, and the Airport Project, including such items as roadways, driveways, traffic signals, landscaping, water, drainage facilities and possible upgrades for fencing;

WHEREAS, City and County agree to work together via a separate negotiation and interlocal agreement to potentially transfer ownership and operation of portions of the existing City maintained and operated water system located within Airport Property to the County; and that City agrees to not condition existing and future County Airport projects with requirements for privatization of the water system until the separate negotiations and interlocal agreement are complete;

WHEREAS, County is responsible for constructing and completing certain portions of the design and infrastructure requirements of the Airport Project;

WHEREAS, City is seeking permanent rights over and through Airport property owned by the County for (1) the Sunridge Heights Project; and (2) the City Waterline Projects, which projects will include portions of the existing roadway, additional improvements adjacent to existing dedicated, uncompleted portions of the alignment, new rights to make the full and final connection of Sunridge Heights, main water lines, access roads and required appurtenant facilities;

WHEREAS, the City's Sunridge Heights Phase II, City SH Waterline Project, and City JS Waterline Project will traverse through the County's existing Airfield Operations Area ("AOA") portion of Airport property;

WHEREAS, the AOA is a secure compound encompassed by a security perimeter fence line ("AOA PFL") intended to prevent unauthorized access by the public and mitigate security and safety threats to Airport operations and air navigation;

WHEREAS, the AOA and AOA PFL are regulated by United States Government Federal Agencies including the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") which requires stringent design standards, security background clearances and airfield training and testing requirements for contractors and subcontractors, and City inspection and construction management staff prior to entering and working within the AOA and within 4-feet of the AOA PFL;

WHEREAS, County is completing a mandatory master plan update required by the FAA for the Airport ("Airport Master Plan"), which has identified future critical airfield modifications, such as an extension of a primary runway, required to improve airport safety, accommodate increasing air traffic demands in Southern Nevada, and to protect critical operational airfield and airspace at other County airports;

WHEREAS, the City has available funds to pay County the agreed amount for acquisition of certain rights and the equitable apportionment of tasks and costs between the Parties ("City Payment") as further set forth in this Agreement;

WHEREAS, City and County have determined an equitable apportionment of tasks and costs to be performed and paid by each of them as part of the Airport Project, Sunridge Heights Phase I, Sunridge Heights Phase II, City SH Waterline Project, and City JS Waterline Project;

WHEREAS, Nevada Revised Statutes (NRS) 277.180 authorizes any two or more public agencies to enter into agreements for joint or cooperative action;

WHEREAS, the Airport Project, Sunridge Heights Phase I, Sunridge Heights Phase II, City SH Waterline Project, and City JS Waterline Project will be a benefit to the Airport, City, County, and the general public; and

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree as follows:

AGREEMENT

- 1. It is the Parties' mutual intent to avoid any action with respect to the design, construction or operation of the Sunridge Heights Projects that could impair the present and future functionality of the Airport, its related infrastructure and its protected airspace. The Parties agree to work together to identify any potential conflicts and to implement solutions to mitigate any such conflicts.
- 2. The Parties acknowledge that the Sunridge Heights Phase II and City SH Waterline Project will overlap with the County's required future critical airfield modifications, and the Parties agree to work together to identify any potential conflicts in the design, construction or operation of the Sunridge Heights Phase II and City SH Waterline Project, and to implement solutions to mitigate such conflicts, including:
 - a. The City will consult with County staff during the design and construction of the Sunridge Heights Phase I and City SH Waterline Project such that the improvements comply with FAA and TSA regulatory guidelines and do not impede, hinder, or negatively impact the required future critical airfield modifications from the results of the County's Airport Master Plan.

- b. Design of Sunridge Heights Phase II in a manner to accommodate a future planned runway extension with a depressed and capped (tunnel) structure that spans the entire Runway Protection Zone ("RPZ") and AOA, and accounts for the future runway embankment grade elevation and aircraft loading over top of said structure in accordance with the County's Airport Master Plan.
- c. Design of the City SH Waterline Project in a manner to accommodate a future planned runway extension and account for the future runway embankment grade elevation and aircraft loading over top of said waterline in accordance with the County's Airport Master Plan.

3. Granting of Permanent Rights for Sunridge Heights Parkway.

- a. On or before the Effective Date of this Agreement, County will provide City with a recordable, permanent easement for the half street right-of-way and an associated public drainage easement, across parcel 191-03-510-002 adjacent to the existing City right-of-way parcel 191-03-599-002, the forms of which are attached hereto as Exhibit A and Exhibit B, respectively.
- b. Upon obtaining the FAA approvals listed below, County will provide to City a recordable, permanent easement for Sunridge Heights Phase II. County will make good faith efforts to obtain the following FAA approvals to allow the County to grant the City a recordable, permanent easement for Sunridge Heights Phase II:
 - i. Revised Airport Layout Plan (ALP) showing the Sunridge Heights Parkway alignment.
 - ii. Land Use Alternative Analysis Report for the Sunridge Heights Parkway improvements proposed within the RPZ prepared in accordance with FAA issued Interim Guidance on Land Uses Within RPZs, dated September 27, 2012, and as may be amended.
 - iii. An environmental finding pursuant to the National Environmental Policy Act (NEPA) process.

4. Granting of Permanent Rights for the City Waterline Projects.

- a. On or before the Effective Date of this Agreement, County will provide City a fully executed, recordable permanent easement necessary for the City SH Waterline Project, the form of which is attached as Exhibit C. The Parties understand that the width of the easement will be a maximum of 25'.
- b. On or before the Effective Date of this Agreement, County will provide City a fully executed, recordable 25' wide permanent easement for the City JS Waterline Project, to include a 25' wide maintenance access road. The

maintenance access road will extend up to the AOA PFL while the easement continues unobstructed along the waterline alignment to the point of connection. The form of the easement is attached hereto as Exhibit D. City shall contact the Airport Control Center at 702-261-5125 to schedule or request escort inside the AOA to perform maintenance or repairs on the waterline. Escort requests for maintenance or repairs shall be made a minimum of two (2) weeks in advance unless in the case of an emergency, in which case the County will provide immediate escort access to the water mains.

5. Project Responsibilities. The Parties shall each be obligated to do the following (collectively the "Work"):

Sunridge Heights Projects. As part of the Sunridge Heights Project, City and County agree:

- a. City shall pay for and construct all parts of Sunridge Heights Parkway, and associated appurtenances, as shown on Exhibit E, attached hereto.
- b. City shall retain and pay for consultant(s) that are mutually acceptable to both Parties and necessary to prepare the information required for the Land Use Alternative Analysis Report, NEPA, and updating of the Airport ALP to depict the roadway alignment associated with Sunridge Heights Phase II. Sunridge Heights Phase II and Airport Project traverse the same general area and both projects require NEPA. For efficiency purposes, City and County agree to retain the same consultant and cover the same study area for NEPA.
- c. For any Work occurring within the RPZ or AOA, City will coordinate design and construction schedules with the County.
- d. City shall design all parts of Sunridge Heights Parkway in accordance with Nevada law and City's standard processes for design and construction of public works facilities.
- e. For any Work occurring with the RPZ or AOA, City will invite the contact person from the County to all regularly scheduled design and construction progress meetings with the City's consultants, contractors, and subcontractors.
- f. City will submit to the County for review the Sunridge Heights Phase II design drawings, specifications, calculations, and reports and analyses at each major design milestone (30%, 60%, 90%, and final design); the design shall comply with all applicable FAA and TSA design standards and recommendations set forth in FAA Advisory Circulars for improvements within Airport property, the AOA, and RPZ areas; the City shall incorporate review comments from the County, FAA, and the TSA.
- g. For any Work occurring with the RPZ or AOA, City will coordinate work restrictions and requirements in the contract specifications associated with County security

- background clearance requirements for contractors and subcontractors, and City inspection and construction management staff.
- h. City shall coordinate work restrictions associated with: construction phasing, sequencing, timing, work hours, major milestones, outages, and durations to avoid or minimize impacts to Airport operations.
- City shall coordinate work restrictions in the contract specifications associated with night work construction and associated temporary lighting to prevent inadvertent illumination of the airfield that may impact the safety for arriving and departing aircraft.
- j. For any Work occurring within the RPZ or AOA, City will submit to the County for review a Construction Safety and Phasing Plan ("CSPP") in accordance with FAA Advisory Circular 150/5370-2G Operational Safety on Airports During Construction. The City shall incorporate review comments from the County and FAA and include the CSPP as a contract document in the issued for construction documents.
- k. City shall backfill over the top of the proposed roadway structures associated with Sunridge Heights Phase II in accordance with FAA Construction Specification requirements to accommodate the future runway extension work; the height of backfill over top of the roadway structure will be dependent on the Sunridge Heights Phase II final design profile and the runway extension profile. The height of the City backfill over top of the roadway structures shall be enough to maintain positive drainage patterns on County property and meet FAA grading requirements within the limits of the runway ends inside the AOA. The County will not require the City to backfill over top of roadway structures in excess of these requirements.
- 1. City shall obtain a written approval letter from the County on the design for the Sunridge Heights Phase II project prior to construction. City shall resubmit to the County any design revisions made after the County has issued a written approval letter. Any new design revisions submitted after the County has issued a written approval letter must undergo additional review and another written approval by the County. Major design modifications that impact Airport operations made during the bidding process shall be submitted to the County for review and receive County approval prior to the City issuing any contract addenda. County agrees to respond to any of City's written requests requiring approvals within 14 calendar days of receipt of City's addenda submittal. If County does not respond to such a request within 14 calendar days, the City's proposed addenda submittal shall be deemed approved. Denial of the request or withholding approval due to a request for more information made within 14 calendar days of the submission, which shall be subject to a new 14-day response period, does not constitute a failure to respond for purposes of this section.

m. Prior to construction of Sunridge Heights Phase II, City shall obtain streetlight, traffic signal pole, and any appurtenant roadway structure height approval for improvements from the FAA that are within the AOA and RPZ through the submittal of FAA Form 7460-1 Notice of Proposed Construction or Alternation for each location. All final vertical improvements within the AOA and RPZ must have a receipt of a Determination of No Hazard from the FAA. Improvements within the vicinity of the Airport also require a determination of no hazard such as proposed traffic signals outside of the AOA and RPZ. City shall utilize the FAA's online Notice Criteria Tool to verify which vertical improvements associated with the Sunridge Heights Phase I and II projects will require the filing of the FAA Form 7460-1.

FAA Notice Criteria Tool:

https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNotice RequiredToolForm

- n. Prior to construction of Sunridge Heights Phase II, City shall obtain FAA approval for all large overhead construction equipment (cranes, booms, scissor lifts, etc.) to be used on and adjacent to County property through the submittal of FAA Form 7460-1 Notice of Proposed Construction or Alternation. All temporary overhead construction equipment must have receipt of a Determination of No Hazard from the FAA.
- o. City and County will coordinate any utility service outages resulting from utility relocations required to construct the Work.
- p. City shall advertise and award a construction contract and cause such work to be properly constructed under the administration of the City and in accordance with County security protocols for Sunridge Heights Phase II within the RPZ, AOA, and adjacent to the AOA PFL.
- q. Each Party shall obtain and maintain such permits, insurance and bonds and require contractors to obtain such permits, insurance and bonds, as are required to construct any project hereunder.
- r. The constructing party shall provide project administration and construction inspection to ensure a good and serviceable project.
- s. Allow County construction management staff to inspect the Work and have oversight authority inside critical County Airport property (AOA, RPZ, and adjacent to the AOA PFL) under the terms and conditions of an encroachment permit issued by the County.
- t. If the County believes the City's contractor or subcontractors are failing to follow proper safety and/or security protocols within the AOA, RPZ, and adjacent to the AOA PFL that require issuance of a stop work order or non-compliance report,

County shall submit such request to the City for action with City's contractor or subcontractors. City shall respond to the County request within one (1) business day after receipt. If the issue constitutes an immediate threat to life, health, safety, or is an immediate security concern to the Airport, County construction management may submit a stop work order or non-compliance report jointly to the City and to the City's contractors and subcontractors, as appropriate.

- u. City shall furnish complete record drawings in PDF and DWG format to the County upon completion and commissioning of the project.
- v. Furnish material testing, contractor's quality control, third party quality assurance testing, and verification survey reports associated with construction of Sunridge Heights Phase II, the City SH Waterline Project and the City JS Waterline Project to the County upon completion of each project.
- w. City shall maintain and repair City constructed roadway, structures, and appurtenances traversing County Airport Property within the critical AOA and RPZ areas.
- x. City shall provide and pay for landscaping of the first five feet (5') from back of curb to the sidewalk or trail, as appropriate, in the areas identified as "Landscaping Adjacent to Roadway" as shown on Exhibit F, attached hereto, in accordance with the landscape plan submitted by County and approved by City.
- y. City shall construct and pay for the design and construction of offsite improvements (curb, gutter, sidewalk, streetlights, striping, and associated utilities) on Raiders Way and Sunridge Heights Parkway as shown on Exhibit E, attached hereto. For clarity, City shall design and construct the right turn pocket on Raiders Way, along with any needed curb, gutter, sidewalk, streetlights, striping, associated utilities and the first five feet (5') of landscaping, along Raiders Way and on the portion of Sunridge Heights Parkway from Raiders Way to the eastern edge of the Airport's new proposed entrance. On Sunridge Heights east of the eastern edge of the Airport's new proposed entrance, City will design and construct any needed streetlights and associated utilities.

City Waterline Projects. As part of the City Waterline Projects:

- a. City shall pay for and construct all parts of the City Waterline Projects, and associated appurtenances, as shown on Exhibit F, attached hereto, in accordance with the plan set approved by County, Nevada law and City's standard processes for design and construction of public works facilities.
- b. City shall vacate the municipal and utility easements within segments of County property where City water facilities are abandoned in place, as shown on Exhibit F.

- c. To the extent applicable, City shall abide by the requirements listed in paragraphs c through v under the Sunridge Heights Projects heading.
- d. County shall accept ownership of the existing City facilities to be abandoned in place as shown on Exhibit F, attached hereto.

Airport Project. As part of the Airport Project:

- a. County shall pay for and construct all items associated with the Airport Project as shown by the approved plans and specifications, except those items specifically listed in this Agreement, or indicated as "by others" on the approved plans and specifications, in accordance with all applicable law and requirements.
- b. County shall construct and pay for the installation of wrought iron in lieu of chain link fencing as shown on Exhibit H, attached hereto. County's future development plan is attached hereto as Exhibit G (Future Development Plan) for the purposes of showing the areas where chain link fencing will be allowed and is not to be deemed as the City approving any future development, which will be approved through the standard City processes at the time of development. City agrees to accept chain link fencing to the limits depicted on Exhibit G as long as any future proposed development is developed in a materially similar manner as contemplated by the Future Development Plan. The chain link fencing specifications are attached hereto as Exhibit H. Notwithstanding the foregoing, in the event County proposes to develop uses that materially differ from the Future Development Plan then City shall not be obligated to accept chain link fencing. This section 5(b) shall survive the termination of this Agreement.
- c. County shall provide and pay for all landscaping other than the first five feet (5') from back of curb to the sidewalk or trail provided by the City as shown on Exhibit I. City agrees to the County's reduced landscape density plan as well as removal of pedestrian sidewalk requirements on the north side of Executive Terminal Drive filed with the Airport Project DRA No. 2020004845. City agrees to a reduced landscape density for the remaining property on the south side of Sunridge Heights consistent with the approved DRA 2020004845, as long as any future proposed development is developed in a materially similar manner as contemplated by the Future Development Plan. Notwithstanding the foregoing, in the event County proposes to develop uses that materially differ from the Future Development Plan then City shall not be obligated to accept the landscape standard filed with the DRA. This Section 5(c) shall survive the termination of this Agreement.
- d. County shall show in the Airport project civil drawings the offsite improvements to be designed and constructed by the City as "by others" and reference this Agreement.
- e. On or before the Effective Date of this Agreement, City will issue County the following construction permit approvals associated with County Airport Project consisting of aircraft apron improvements for work on parcel 191-03-510-001:

- a. Civil Grading and Improvement Plans, Permit No. PCVL2021128558
- b. Screen Wall, Permit No. EBAP2021135798 (BOTH2021138904)
- c. Retaining Wall, Permit No. BOTH2021127792
- d. Incident Repair Commercial Building (NV Energy Manhole Vault Modifications), Permit No. BCOM2021127791
- e. Electrical Non-Building, Permit No. BOTH2020096250
- f. DRA No. 2020004845
- **6. Payment.** The Parties agree that on Effective Date the City shall make the City Payment to the County of Four Hundred Fifty-Five Thousand and 00/100 Dollars (\$455,000.00) for the rights and consideration granted between the Parties in this Agreement related to the City Waterline Projects, Sunridge Heights Project and the Airport Project.
- 7. Encroachment Permits. Each Party agrees to issue any encroachment permit(s) to the other Party and its agents, consultants, design professionals and contractors, necessary for the Work required in this Agreement.
- **8.** Work Administration. Each party shall be responsible for all design and construction, including, but not limited to, survey, testing, inspection, administration, and approvals necessary for the Work, except that City shall not be responsible for any design associated with the landscape plan submitted by the County and approved by the City.
- **9. Maintenance.** After completion of the various portions of the Work required by each Party, the Parties shall be responsible for all future maintenance obligations for the portion of the Work belonging to that Party, unless expressly agreed to in writing between the Parties.
- 10. No Joint Venture. No joint venture is contemplated or established by this Agreement, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.
- **11. Governing Law and Venue.** 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 in Clark County, Nevada for enforcement of this Agreement.
- **12. Termination and Amendment.** Except as provided herein, this Agreement may be amended from time to time or terminated only upon mutual written agreement of the Parties hereto.
- **13. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which the governing body of the last Party approves this Agreement.
- **14. No Third-Party Beneficiaries.** This Agreement is entered into for the benefit of the public, not for the benefit of any private person, company, corporation, firm or other entity who is not party to this Agreement. Nothing contained herein shall create a contractual relationship

with, or any rights in favor of, any third party. Nothing herein shall create any right of enforcement by members of the general public.

- **15. Recitals and Exhibits.** The recitals set forth above, and all exhibits attached hereto, shall be incorporated into this Agreement as if set forth in full.
- **16. Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.
- **17. Time is of the Essence.** Time is of the essence with respect to all obligations contained in this Agreement.
- 18. Integration and Modification. This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of authorship of any of the provisions of this Agreement.
- 19. Notices. All notices required to be given under this Agreement shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

For County: (Via U.S. Postal Service) Clark County Department of Aviation

Attn: Director of Aviation

P.O. Box 11005

Las Vegas, NV 89111 Telephone: (702) 261-4525

Email: director@lasairport.com

(Via Hand Delivery or Overnight Courier Service) Harry Reid International Airport

Attn: Director of Aviation 2nd Floor – Central Services 5757 Wayne Newton Blvd. Las Vegas, NV 89119

With a copy to: realestate@lasairport.com

For City: Public Works Director Henderson City Hall 240 S. Water St. Henderson, NV 89015

With a copy to:
City Attorney's Office
240 S. Water St.
P.O. Box 95050
MSC #144
Henderson, NV 89009-5050
nicholas.vaskov@cityofhenderson.com
wade.gochnour@cityofhenderson.com

20. Execution. This Agreement may be executed via electronic means such as DocuSign ® or similar method.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and in the year first above written.

COUNTY OF CLARK	ATTEST;
By:	Lynn Marie Goya County Clerk
APPROVED AS TO FORM:	
Tim Baldwin Deputy District Attorney	
By: Richard A. Derrick City Manager/CEO	April 5,3022
ATTEST. Jose Luis Valdez, CMC City Clerk	APPROVED AS TO FUNDING: Jim McIntosh Chief Financial Officer
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:
Fdward McGuire, P.E. Director of Public Works	Nicholas G. Vaskov City Attorney

EXHIBIT A

Form of roadway easement for Sunridge Heights Phase I

(see attached)

APN: 191-03-510-001, 191-03-510-002

WHEN RECORDED MAIL TO:

City of Henderson Public Works – Survey/Right-of-Way 240 Water Street P.O. Box 95050, MS 131 Henderson, NV 89009-5050 Sunridge Heights

ROW	:	
11011	٠	

For Recorder Use Only

PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT

COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as GRANTOR, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, duly existing under the laws of the State of Nevada, its successors and assigns; hereinafter referred to as GRANTEE, an exclusive, perpetual Public Right-of-Way and Utility Easement for public facilities and utilities such as, but not limited to, roadway improvements, drainage facilities, storm water facilities, traffic control devices, street lights, telecommunication facilities, information technology equipment, bus shelter facilities, public transportation facilities for pedestrian, bicycle and vehicular use, electric, gas, video service, water and sewer facilities/appurtenances, (collectively, "Public Facilities"); for the construction, operation, maintenance, modification, final removal and/or abandonment of said Public Facilities, together with the right of access, ingress and egress thereto, over, under, on, through and across the real property situated in the County of Clark, State of Nevada, bounded and described as follows and referred to as the "Easement Area":

(SEE EXHIBIT "A" THROUGH EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF)

GRANTEE has the right to allow third parties to place their utility facilities in Easement Area subject to all the terms and conditions of this easement, any applicable franchise or other agreement with GRANTEE, and applicable laws.

GRANTOR shall notify GRANTEE 48 HOURS IN ADVANCE OF ANY AND ALL WORK

APN: 191-03-510-001, 191-03-510-002

Public Right-of-Way

Page 2

to be performed within Easement Area that could interfere with operation of Public Facilities.

City of Henderson - Public Works Department 240 Water Street - Henderson, NV 89009-5050 SROW@CityofHenderson.com or 702-267-1300

If GRANTEE determines that the easement area is no longer needed, this easement shall terminate after GRANTOR requests and the GRANTEE executes and records a vacation of the easement.

WITNESS my hand this day of	, 2022.
COUNTY OF CLARK, BY:	
STATE OF NEVADA) COUNTY OF CLARK)	
	ne on by as of the COUNTY OF CLARK
	Notary Public in and for said County and State. My commission expires:

EXHIBIT "A"

TRI-CORE SURVEYING, LLC 6761 WEST CHARLESTON BLVD. LAŚ VEGAS, NV 89146

File: 02016.0007 lgl RW Ded 191-03-510-001.doc

By: RD

Date: October 5, 2021

Page 1 of 2

EXPLANATION

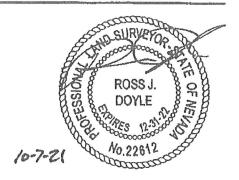
THIS LEGAL DESCRIPTION DESCRIBES AN EASEMENT AREA GENERALLY LOCATED SOUTH OF SUNRIDGE HEIGHTS PARKWAY AND EAST OF RAIDERS WAY.

LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON THE FINAL MAP OF "HENDERSON QUAIL AIR CENTER" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4); THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), NORTH 86°12'41" WEST, 1083.02 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 03°47'19" EAST, 600.67 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RAIDERS WAY AS SHOWN BY SAID FINAL MAP BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF RAIDERS WAY, NORTH 41°41'33" WEST, 186.82 FEET TO THE BEGINNING OF CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 54.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 84.82 FEET THROUGH A CENTRAL ANGLE OF 89°59'37" TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°18'04" EAST, 585.39 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTH 41°41'56" WEST, 5.00 FEET; THENCE SOUTH 48°18'04" WEST, 9.89 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 33.69 FEET THROUGH A CENTRAL ANGLE OF 55°09'00"; THENCE SOUTH 48°18'04" WEST, 61.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 35,00 FEET TO WHICH A RADIAL LINE BEARS NORTH 13°27'04" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 33.69 FEET THROUGH A CENTRAL ANGLE OF 55°09'00"; THENCE SOUTH 48°18'04" WEST, 237.51 FEET; THENCE SOUTH 34°15'48" WEST, 41.23 FEET; THENCE SOUTH 48°18'04" WEST, 80.10 FEET; THENCE SOUTH 57°47'50" WEST, 60.61 FEET; THENCE SOUTH 48°18'04" WEST, 29.11 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 84.82 FEET THROUGH A CENTRAL ANGLE OF 89°59'37"; THENCE SOUTH 41°41'33" EAST, 119.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.76 FEET THROUGH A CENTRAL ANGLE OF 18°11'42" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 66°30'09" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 31.76 FEET

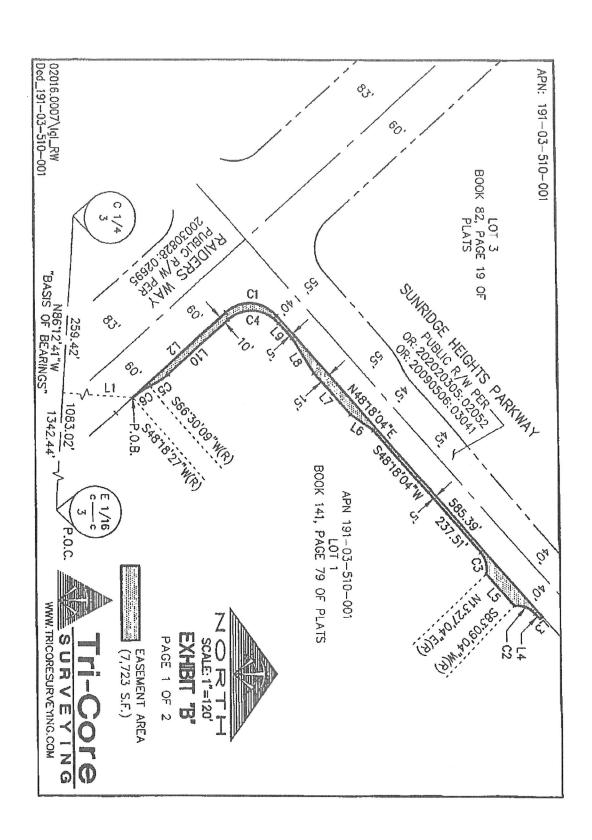


THROUGH A CENTRAL ANGLE OF 18°11'42" TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 7,723 SQUARE FEET

BASIS OF BEARINGS

NORTH 86°12'41" WEST BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.



obrazova dostava sin Planasa va	LINE TABLE	
LINE	BEARING	LENGTH
L1	NO3'47'19"E	600.67
L2	N41'41'33"W	186.82'
L3	S41'41'56"E	5.00'
L4	S48'18'04"W	9.89,
L5	S48'18'04"W	61.55'
L6	S34'15'48"W	41.23'
L7	S48'18'04"W	80.10'
L8	S57'47'50"W	60.61
L9	S48*18'04"W	29.11'
L10	S41°41'33"E	119.37

PT PARE PASSIBLE STANCESTRUCKERSTRUCKERS	CURVE	TABLE	
CURVE	DELTA	RADIUS	LENGTH
C1	89'59'37"	54.00'	84.82
C2	55'09'00"	35.00'	33.69'
СЗ	55'09'00"	35,00'	33.69'
C4	89'59'37"	54.00'	84.82'
C5	1811'42"	100.00	31.76
C6	18'11'42"	100.00'	31.76'

EXHIBIT "B"

PAGE 2 OF 2

02016.0007\lgl_RW Ded_191~03~510 -001



EXHIBIT "C"

TRI-CORE SURVEYING, LLC 6753 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

File: 02016.0007 lg1_RW Ded 191-03-510-002.doc

By: RD

Date: May 27, 2020

Page 1 of 1

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES AN EASEMENT AREA GENERALLY LOCATED NORTH OF SUNRIDGE HEIGHTS PARKWAY AND EAST OF RAIDERS WAY.

LEGAL DESCRIPTION

A PORTION OF LOT 2, AS SHOWN ON THE FINAL MAP OF "HENDERSON QUAIL AIR CENTER" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

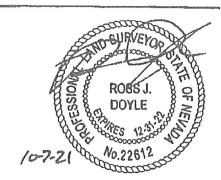
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 318.99 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY AS SHOWN BY SAID FINAL MAP, BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY, SOUTH 48°18'04" WEST, 1070.98 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 2, NORTH 41°41'54" WEST, 40.00 FEET; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 48°18'04" EAST, 1027.60 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE ALONG SAID NORTH LINE, SOUTH 89°01'23" EAST, 59.01 FEET TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "D", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 41, 972 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.



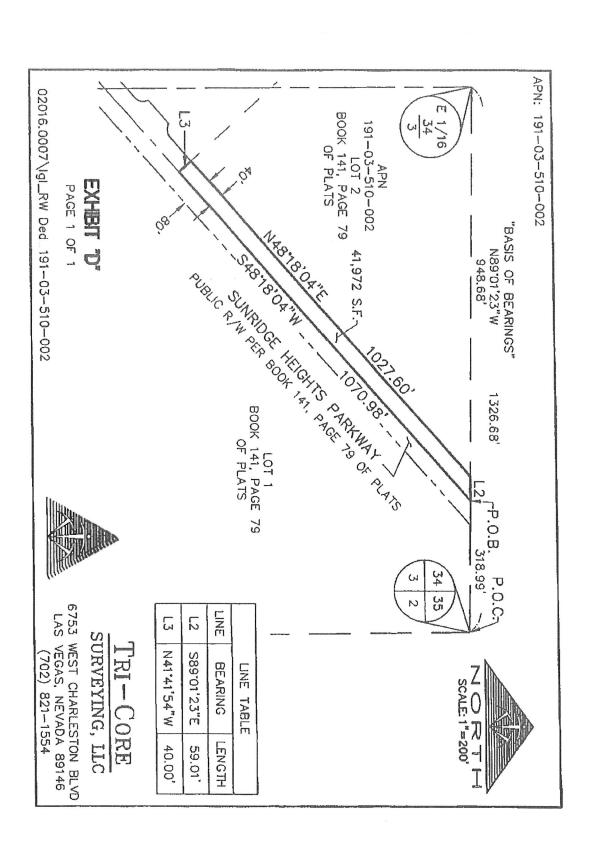


EXHIBIT B

Form of public drainage easement for Sunridge Heights Phase I

(see attached)

APN: 191-03-510-001,191-03-510-002

WHEN RECORDED MAIL TO:

City of Henderson Public Works – Survey/Right-of-Way 240 Water Street P.O. Box 95050, MS 131 Henderson, NV 89009-5050 Sunridge Heights

ROW		

For Recorder Use Only

PUBLIC DRAINAGE EASEMENT

The undersigned, COUNTY OF CLARK, a political subdivision of the State of Nevada ("Grantor"), hereby grants to the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, its employees, officers, assigns, contractors and successors ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual and non-exclusive easement over, under, through and across the property hereinafter described ("Easement Area") for public drainage purposes, including, without any obligation, the right to enter at any time upon the Easement Area, to survey, construct, operate, modify, maintain, remove, repair, replace, abandon in place and control public drainage facilities, to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures), trash, debris or expansive groundcover as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the public drainage easement facilities.

(SEE EXHIBIT "A" THROUGH EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF)

GRANTEE shall notify GRANTOR 24 HOURS IN ADVANCE OF ANY AND ALL WORK to be performed within Airfield Operations Areas ("AOA") and schedule an airport escort into the airfield.

Airport Control Center 702-261-5125

If GRANTEE determines that the easement area is no longer needed, this easement shall terminate after GRANTOR requests and the GRANTEE executes and records a vacation of the easement.

on by ns of COUNTY OF CLARK.
L
, 2022.

APN: 191-03-510-001,191-03-510-002 Public Drainage Easement Page 2 EXHIBIT "A"

TRI-CORE SURVEYING, LLC 6761 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

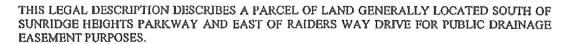
File: 02016.0007 lgl_PDE_Sunridge 5.doc

By: RD

Date: August 12, 2019

Page 1 of 1

EXPLANATION



LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTH HALF (N 1/2) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

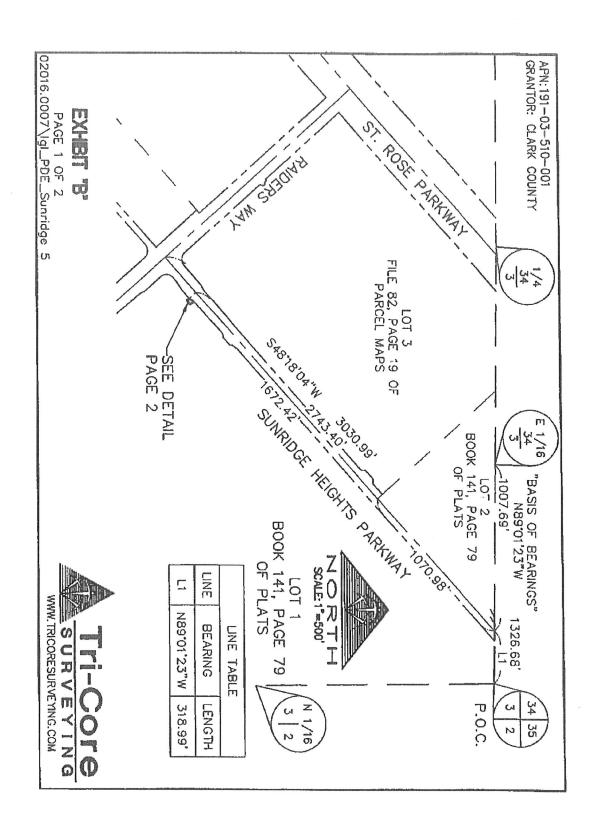
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 318.99 FEET TO THE CENTERLINE OF SUNRIDGE HEIGHTS PARKWAY SAME BEING THE SOUTHEASTERLY LINE OF LOT 2 OF BOOK 141, PAGE 79 OF PLATS; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID CENTERLINE AND SAID SOUTHEASTERLY LINE, A DISTANCE OF 1070.98 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 48°18'04" WEST, 1672.42 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 41°41'56" EAST, 55.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 48°18'04" EAST, 5.38 FEET; (2) NORTH 34°15'48" EAST, 27.04 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 31°41'56" EAST, 28.64 FEET; THENCE SOUTH 58°18'04" WEST, 30.00 FEET; THENCE NORTH 31°41'56" WEST, 16.69 FEET TO THE TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 662 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.



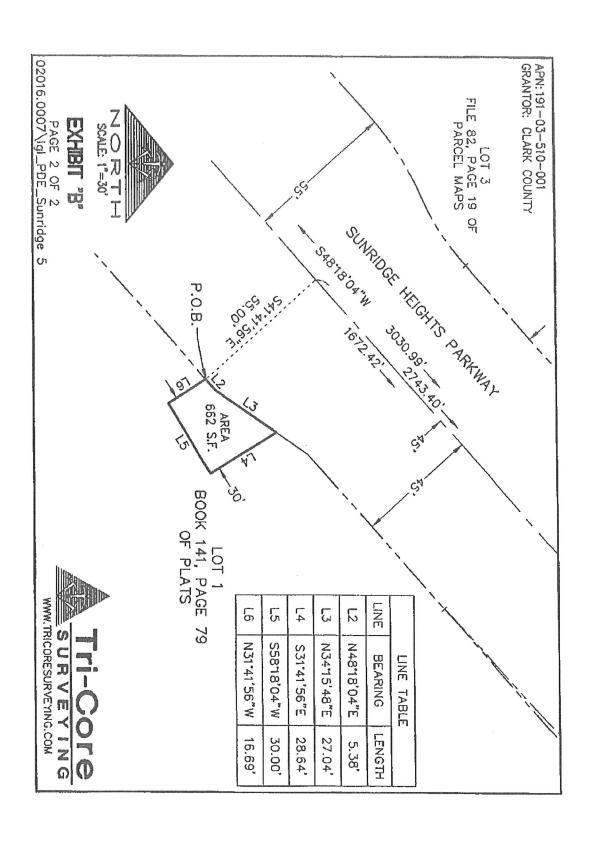
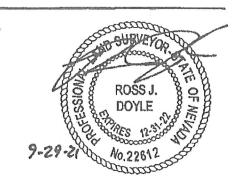


EXHIBIT "C"

TRI-CORE SURVEYING, LLC 6761 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

File: 02016.0007 lgl_PDE_Sunridge 6 .doc By: RD Date: August 12, 2019 Page 1 of I



EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF SUNRIDGE HEIGHTS PARKWAY AND EAST OF RAIDERS WAY DRIVE FOR PUBLIC DRAINAGE EASEMENT PURPOSES.

LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTH HALF (N 1/2) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA. DESCRIBED AS FOLLOWS:

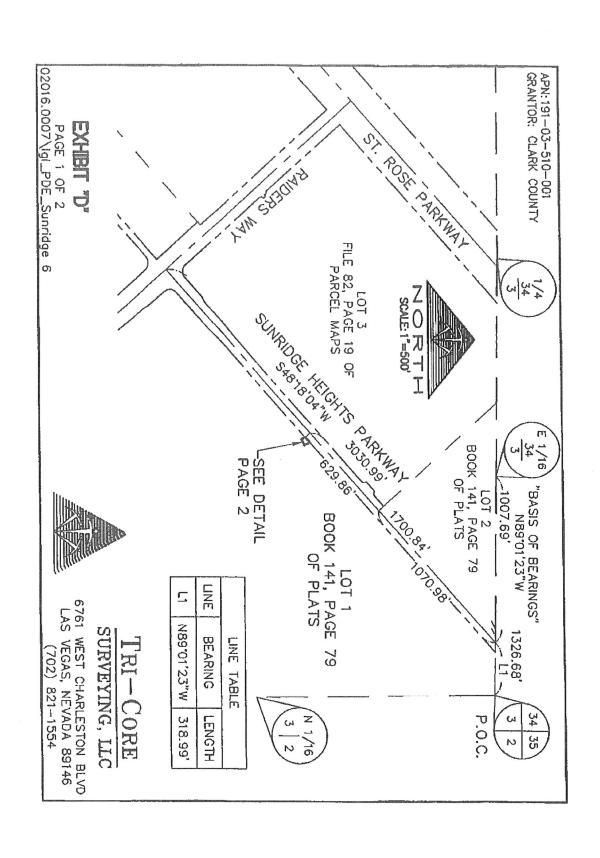
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 318.99 FEET TO THE CENTERLINE OF SUNRIDGE HEIGHTS PARKWAY SAME BEING THE SOUTHEASTERLY LINE OF LOT 2 OF BOOK 141, PAGE 79 OF PLATS; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID CENTERLINE AND SAID SOUTHEASTERLY LINE, A DISTANCE OF 1070.98 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 48°18'04" WEST, 629.86 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 41°41'56" EAST, 40.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°18'04" EAST, 41.41 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 26°42'25" EAST, 36.49 FEET; THENCE SOUTH 63°17'35" WEST, 40.00 FEET; THENCE NORTH 26°42'25" WEST, 25.78 FEET TO THE TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,245 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.



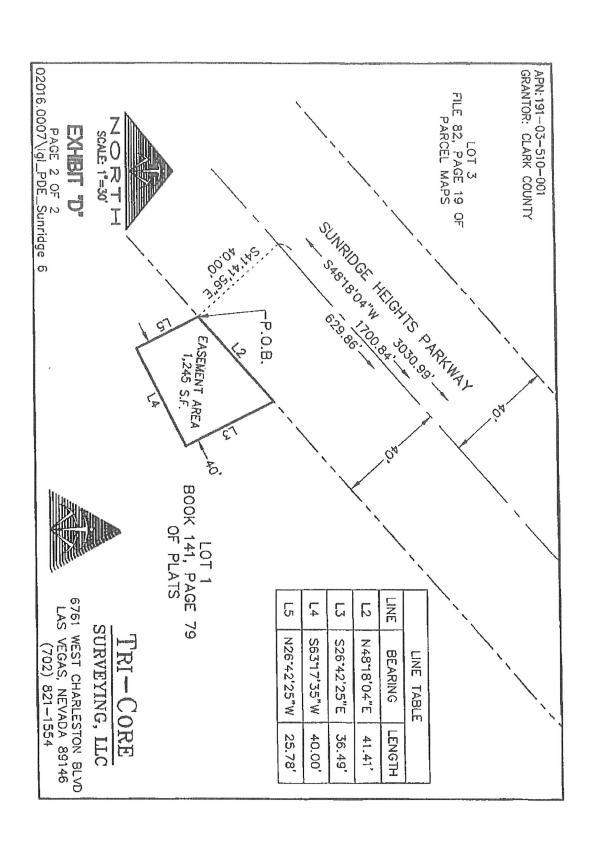


EXHIBIT "E"

TRI-CORE SURVEYING, LLC 6761 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

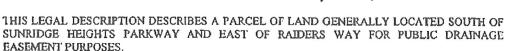
File: 02016.0007 lgl_PDE_Sunridge 7 .doc

By: RD

Date: August 12, 2019

Page I of 1

EXPLANATION



LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTH HALF (N 1/2) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

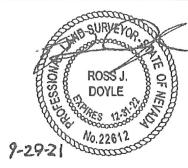
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 318.99 FEET TO THE CENTERLINE OF SUNRIDGE HEIGHTS PARKWAY SAME BEING THE SOUTHEASTERLY LINE OF LOT 2 OF BOOK 141, PAGE 79 OF PLATS; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID CENTERLINE AND SAID SOUTHEASTERLY LINE, A DISTANCE OF 1070.98 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 48°18'04" WEST, 379.99 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 41°41'56" EAST, 40.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY BEING THE POINT OF BEGINNING;

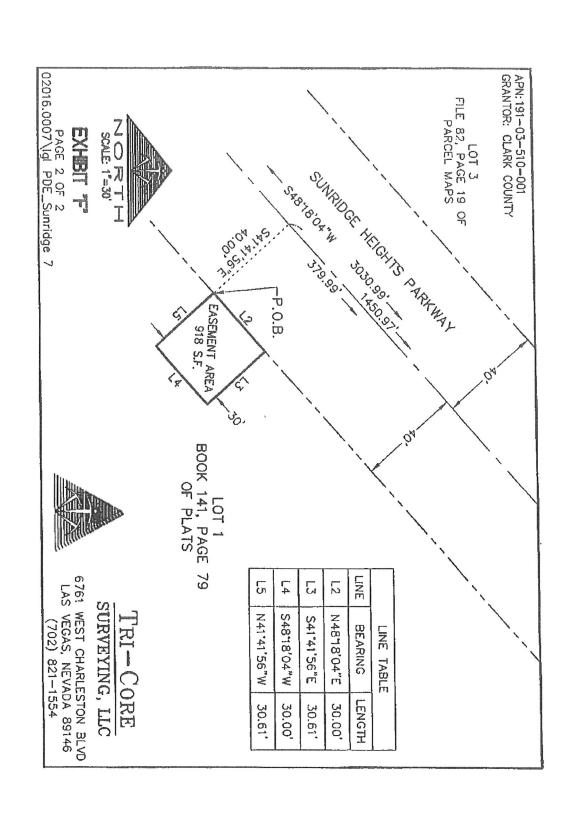
THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°18'04" EAST, 30.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°41'56" EAST, 30.61 FEET; THENCE SOUTH 48°18'04" WEST, 30.00 FFET; THENCE NORTH 41°41'56" WEST, 30.61 FEET TO THE TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 918 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.





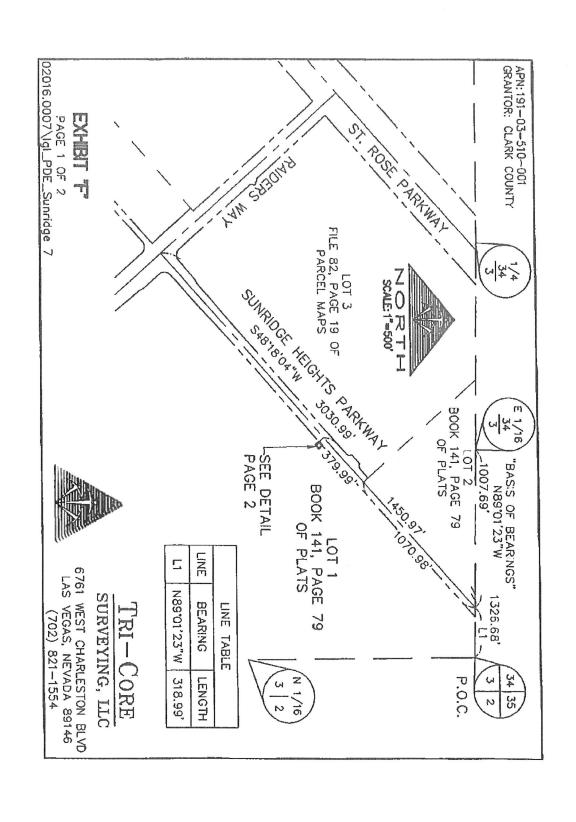


EXHIBIT "G"

DOYLE

TRI-CORE SURVEYING, LLC 6761 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

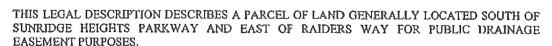
File: 02016.0007 lgl_PDE_Sunridge 8.doc

By: RD

Date: August 12, 2019

Page 1 of 1

EXPLANATION



LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

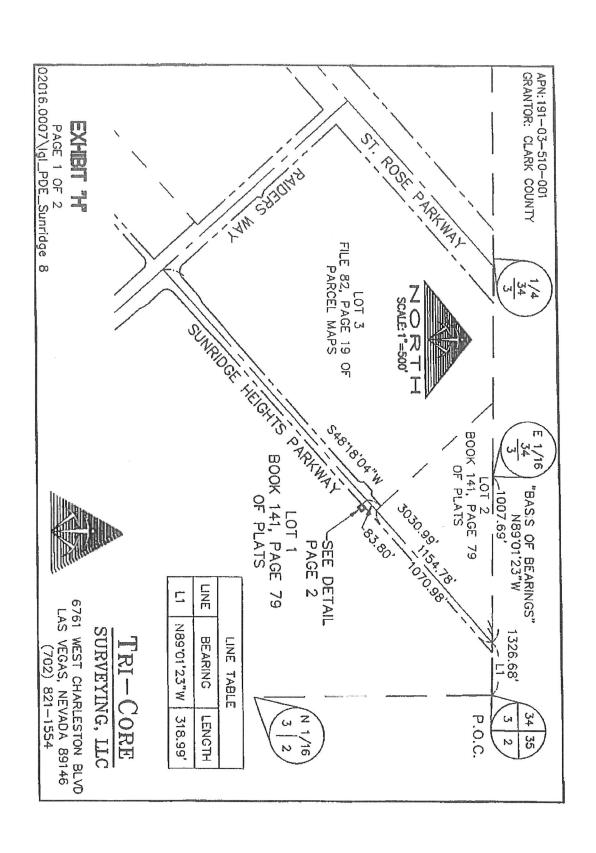
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 318.99 FEET TO THE CENTERLINE OF SUNRIDGE HEIGHTS PARKWAY SAME BEING THE SOUTHEASTERLY LINE OF LOT 2 OF BOOK 141, PAGE 79 OF PLATS; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID CENTERLINE AND SAID SOUTHEASTERLY LINE, A DISTANCE OF 1070.98 FEET TO THE SOUTHERLY CORNER OF SAID LOT 2; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 48°18'04" WEST, 83.80 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 41°41'56" EAST, 40.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°18'04" EAST, 30.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 36°41'56" EAST, 31.11 FEET; THENCE SOUTH 53°18'04" WEST, 30.00 FEET; THENCE NORTH 36°41'56" WEST, 28.48 FEET TO THE TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "H" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 894 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.



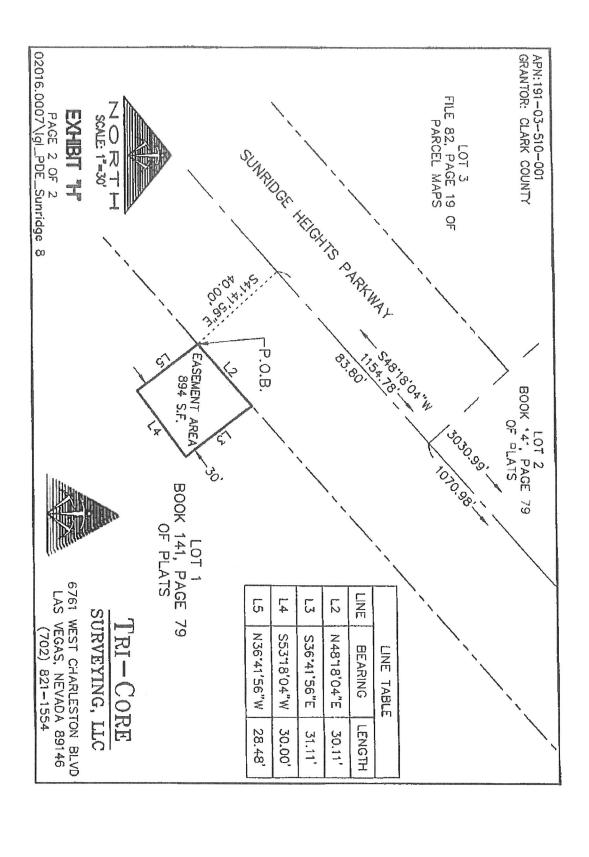


EXHIBIT "I"

TRI-CORE SURVEYING, LLC 6753 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

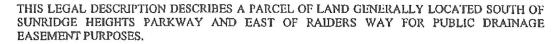
File: 02016.0007 lgl PDE 191-03-510-001.doc

By: RD

Date: May 27, 2020

Page 1 of 1

EXPLANATION



LEGAL DESCRIPTION

A PORTION OF LOT 1, AS SHOWN ON THE FINAL MAP OF "HENDERSON QUAIL AIR CENTER" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 259.98 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 124.68 FEET TO THE POINT OF BEGINNING;

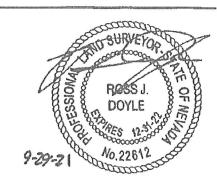
THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTH 79°11'56" EAST, 20.78 FEET; THENCE SOUTH 10°48'04" WEST, 40.00 FEET; THENCE NORTH 79°11'56" WEST, 51.47 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY OF LINE OF SUNRIDGE HEIGHTS PARKWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°18'04" EAST, 50.42 FEET TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "J", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,445 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.

END OF DESCRIPTION.



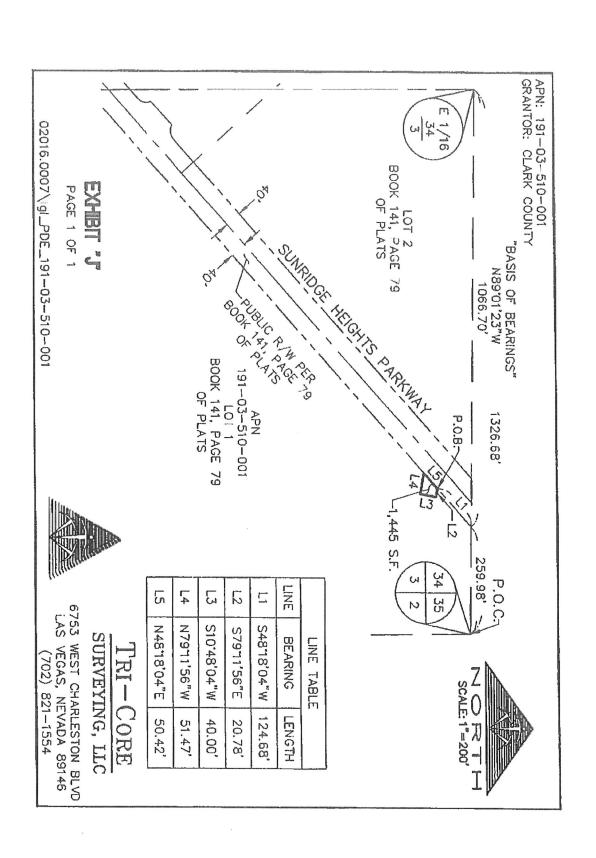


EXHIBIT "K"

TRI-CORE SURVEYING, I.LC 6753 WEST CHARLESTON BLVD. LAS VEGAS, NV 89146

File: 02016.0007 lgl_PDE_191-03-510-002.doc By: RD Date: May 27, 2020 Page 1 of 1

Ress J. Doyle No. 22812

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF SUNRIDGE HEIGHTS PARKWAY AND EAST OF RAIDERS WAY FOR PUBLIC DRAINAGE EASEMENT PURPOSES.

LEGAL DESCRIPTION

A PORTION OF LOT 2, AS SHOWN ON THE FINAL MAP OF "HENDERSON QUAIL AIR CENTER" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 141, PAGE 79 OF PLATS, SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTH 89°01'23" WEST, 378.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNRIDGE HEIGHTS PARKWAY; THENCE DEPARTING SAID NORTH LINE, SOUTH 48°18'04" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.29 FEET TO THE POINT OF BEGINNING;

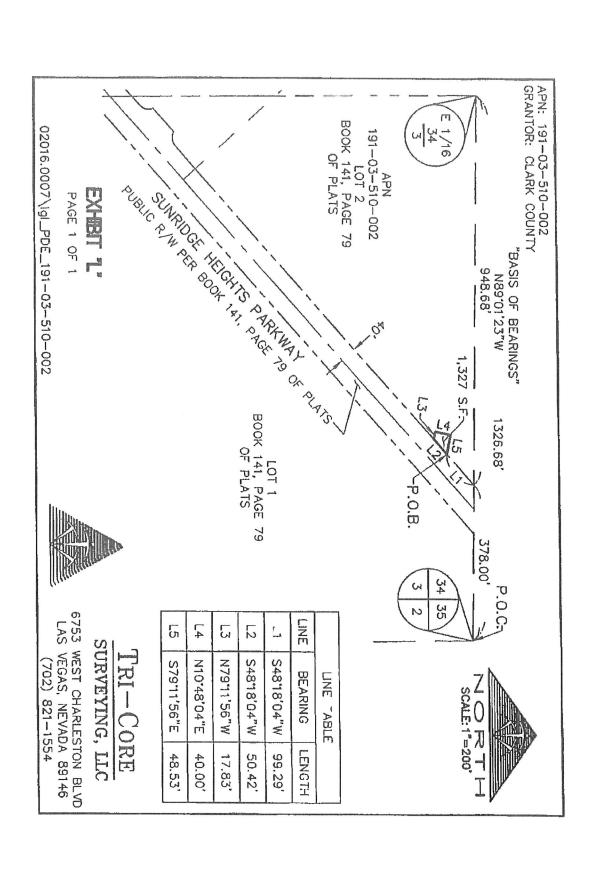
THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 48°18'04" WEST, 50.42 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 79°11'56" WEST, 17.83 FEET; THENCE NORTH 10°48'04" EAST, 40.00 FEET; THENCE SOUTH 79°11'56" EAST, 48.53 FEET TO THE POINT OF BEGINNING AS SHOWN ON EXHIBIT "L", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,327 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°01'23" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 61 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 200, PAGE 46 OF SURVEYS.

END OF DESCRIPTION.



;

EXHIBIT C

Form of easement for City SH Waterline Project

APN: 191-03-201-004

WHEN RECORDED MAIL TO:

City of Henderson Public Works – Survey/Right-of-Way 240 Water Street P.O. Box 95050, MSC 131 Henderson, NV 89009-5050 Sunridge Heights

ROW	:

For Recorder Use Only

MUNICIPAL UTILITIES EASEMENT

We, COUNTY OF CLARK, a political subdivision of the State of Nevada, do hereby grant to the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, and its successors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual easement for municipal utility (waterline) purposes, including the right to enter at any time upon the property hereinafter described, to survey, construct, operate, maintain, remove, repair, replace, abandon in place and control municipal utility facilities over, under, through and across the property hereinafter described.

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

GRANTEE shall notify GRANTOR 24 HOURS IN ADVANCE OF ANY AND ALL WORK to be performed within Airfield Operations Areas ("AOA") and schedule an airport escort into the airfield.

Airport Control Center 702-261-5125

If GRANTEE determines that the easement area is no longer needed, this easement shall terminate after GRANTOR requests and the GRANTEE executes and records a vacation of the easement.

NOTE: DRAFT TO BE FINALIZED PRIOR TO SIGNING

APN: 191-03-201-004
Municipal Utility Easement
Page 2

Witness hand(s) this day of	, 2022.
COUNTY OF CLARK, BY:	
STATE OF NEVADA) COUNTY OF CLARK)	
	e me on by
	Notary Public in and for said County and State. My commission expires:

Exhibit "A"

A portion of Parcel 1 as shown in File 124, Page 35 of Parcel Maps, Official Records, Clark County, Nevada, located in the Northwest Quarter (NW 1/4) of Section 2, Township 23 South, Range 61 East, M.D.M., City of Henderson, Clark County, Nevada, described as follows:

COMMENCING at the northwest corner of said Parcel 1 as shown in File 124, Page 35 of Parcel Maps, Clark County, Nevada;

Thence along the westerly boundary of said Parcel 1, also being the westerly boundary of said Section 2, South 00°34'49" East, 30.00 feet to a point on said westerly boundary; said point also being the POINT OF BEGINNING of the following described centerline of a strip of land 25 feet wide lying 12.5 feet on each side of the following two courses:

Thence South 89°44'04" East, 1798.25 feet, said line being parallel with and 30 feet southerly of the northerly line of said Section 2; Thence South 00°00'00" East, 964.74 feet to a point on the northerly line of a Municipal Utility easement as granted per Instrument 200302040001062, said line also being the POINT OF TERMINUS.

The side lines of said strip to be lengthened or shortened to meet at angle points, to begin at said westerly property line of said Parcel 1 as shown in File 124, Page 35 of Parcel Maps, Clark County, Nevada and to terminate at said northerly line of said Municipal Utility Easement granted to the City of Henderson per Instrument 200302040001062.

Containing 1.59 acres, more or less.

Basis of Bearings: North 89°44'04" West, being the north boundary line of Parcel 1 as shown in File 124, Page 35 of Parcel Maps, Clark County, Nevada.

Prepared by/Checked by; Kristin Kaminski/Michael Kidd, PLS City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050

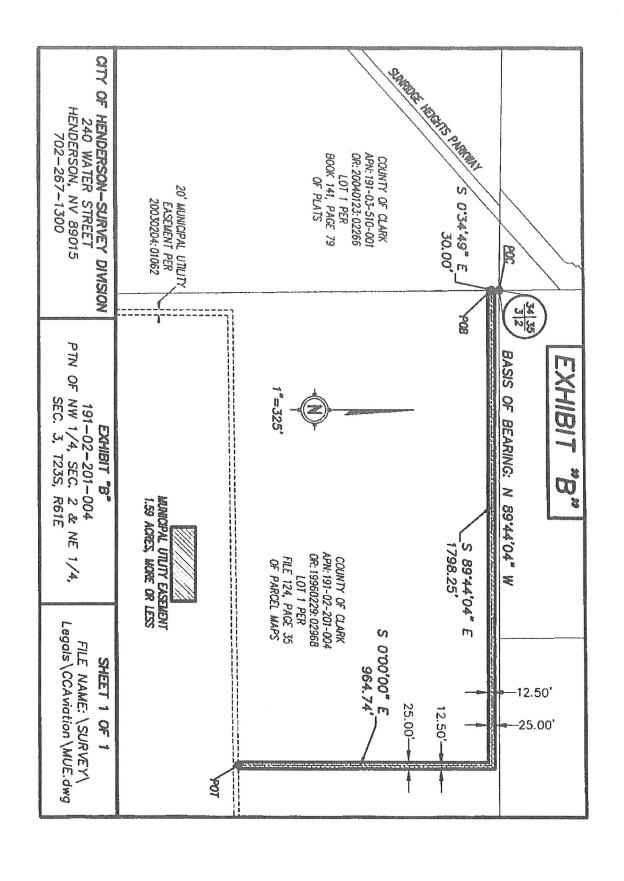


EXHIBIT D

Form of easement for City JS Waterline Project

APN: 191-02-201-005, 191-03-601-004

191-03-601-005

WHEN RECORDED MAIL TO:

City of Henderson Public Works - Survey/Right-of-Way 240 Water Street P.O. Box 95050, MSC 131 Henderson, NV 89009-5050 Sunridge Heights

ROW:

For Recorder Use Only

MUNICIPAL UTILITIES EASEMENT

We, COUNTY OF CLARK, a political subdivision of the State of Nevada, do hereby grant to the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, and its successors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual easement for municipal utility (waterline) purposes, including the right to enter at any time upon the property hereinafter described, to survey, construct, operate, maintain, remove, repair, replace, abandon in place and control municipal utility facilities over, under, through and across the property hereinafter described.

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

GRANTEE shall notify GRANTOR 24 HOURS IN ADVANCE OF ANY AND ALL WORK to be performed within Airfield Operations Areas ("AOA") and schedule an airport escort into the airfield.

> Airport Control Center 702-261-5125

If GRANTEE determines that the easement area is no longer needed, this easement shall terminate after GRANTOR requests and the GRANTEE executes and records a vacation of the easement.

NOTE: DRAFT TO BE FINALIZED PRIOR TO SIGNING

My commission expires:

APN: 191-02-201-005, 191-03-601-004

191-03-601-005

Page 2

Municipal Utility Easement

APN: 191-02-201-005, 191-03-601-004

191-03-601-005

Exhibit "A"

A portion of Lot 1 as shown in Book 141, Page 79 of Plats, a portion of Lot 1 as shown in File 124, Page 35 of Parcel Maps, a portion of that real property described in the deed recorded as Instrument 199808140000402, and a portion of that real property described in the deed recorded as Instrument 199604220000164, Official Records, Clark County, Nevada, located in the Northeast Quarter (NE 1/4) of Section 3 and the Northwest Quarter (NW 1/4) of Section 2, Township 23 South, Range 61 East, M.D.M., City of Henderson, Clark County, Nevada, described as follows:

COMMENCING at the intersection of Sunridge Heights Parkway and Raiders Way, previously named Executive Airport Drive, as shown in Book 141, Page 79 of Plats, Clark County, Nevada; Thence departing said intersection and along the centerline of Sunridge Heights Parkway, North 48°18'23" East, 620.10 feet; Thence departing said centerline, South 41°41'37" East, 40.00 feet to a point on the westerly boundary of said Lot 1, said line also being the southerly right-of-way line of Sunridge Heights Parkway, as shown in Book 141, Page 79 of Plats; said point also being the POINT OF BEGINNING of the following described centerline of a strip of land, 25 feet wide, lying 12.50 feet on each side of the following eleven courses:

Thence South 41°41'37" East, 279.63 feet to the beginning of a 150 – foot radius curve to the left, concave northeasterly; Thence easterly 125.66 feet, along said curve, through a central angle of 47°59'51"; Thence South 89°41'28" East, 417.41 feet to the beginning of a 120 – foot radius curve to the left, concave northerly; Thence easterly 46.31 feet along said curve through a central angle of 22°06'36"; Thence North 68°11'56" East, 134.14 feet to the beginning of a 120 – foot radius curve to the right, concave southerly; Thence easterly 51.31 feet along said curve through a central angle of 24°30'01"; Thence South 87°18'03" East, 469.22 feet to the beginning of a 120 – foot radius curve to the left, concave northerly; Thence easterly 71.10 feet along said curve through a central angle of 33°56'56"; Thence North 58°45'01" East, 20.78 feet to the beginning of a 120 – foot radius curve to the right, concave southerly; Thence easterly 71.00 feet along said curve through a central angle of 33°53'54"; Thence South 87°21'05" East, 601.53 feet to a point on the westerly line of a Municipal Utility easement as granted to the City of Henderson per Instrument 200302040001062, said line also being the POINT OF TERMINUS.

The side lines of said strip to be lengthened or shortened to meet at angle points, to begin at said westerly property line of said Lot 1 as shown in Book 141, Page 79 and to terminate at said westerly line of said Municipal Utility Easement granted per Instrument 200302040001062.

Proposed Waterline Corridor - 1.31 acres, more or less. Easement Rights Needed - 0.54 acres, more or less.

Basis of Bearings: North 48°18'23" East, being the centerline of Sunridge Heights Parkway as shown in Book 141, Page 79 of Plats, Clark County, Nevada.

Prepared by/Checked by; Kristin Kaminski/Michael Kidd, PLS City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050

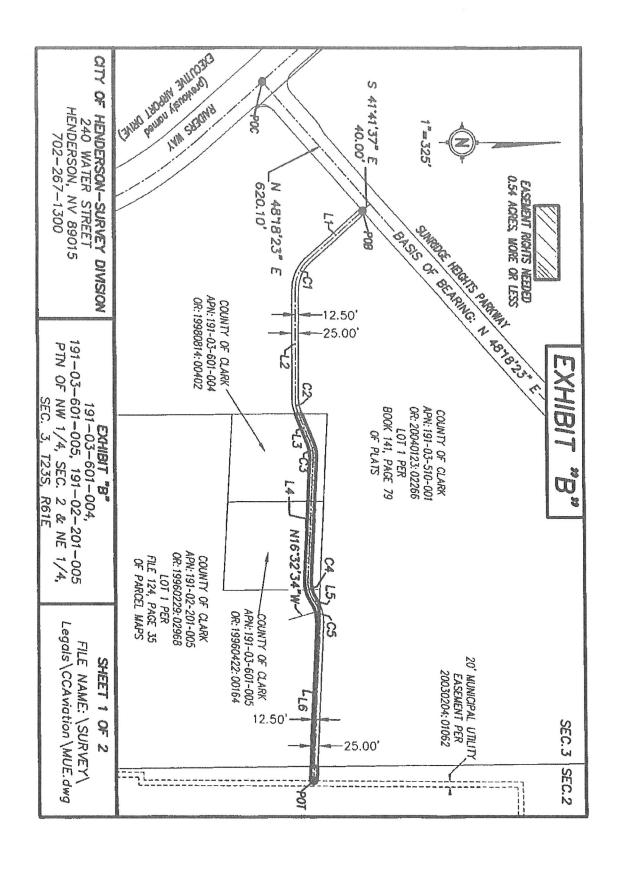


EXHIBIT "B"

National Institution of the Control	LINE TABLE	12
LINE	BEARING	DISTANCE
17	S41.41'37"E	279.63'
L2	S89°41'28"E	417.41
L3	N68"11"56"E	134.14
L4	S8778'03"E	469.22'
1.5	N58°45'01"E	20.78'
76	S87°21'05"E	601.53'

CURVE RADIUS LENGTH DELTA C1 150.00' 125.66' 47' 59' 51' C2 120.00' 46.31' 22' 06' 36' C3 120.00' 51.31' 24' 30' 01' C4 120.00' 71.10' 33' 56' 56' C5 120.00' 71.00' 33' 53' 54'		CUR	CURVE TABLE	
150.00' 125.66' 120.00' 46.31' 120.00' 51.31' 120.00' 71.10' 120.00' 71.00'	CURVE	RADIUS	LENGTH	DELTA
120.00' 46.31' 120.00' 51.31' 120.00' 71.10' 120.00' 71.00'	0.1	150.00'	125.66'	47: 59' 51"
120.00' 51.31' 120.00' 71.10' 120.00' 71.00'	C2	120.00'	46.31'	22" 06' 36"
120.00' 71.10' 120.00' 71.00'	C3	120.00'	51.31'	24. 30, 01"
120.00' 71.00'	C4	120.00'	71.10'	33" 56' 56"
	C5	120.00'	71.00'	33' 53' 54"

CITY OF HENDERSON-SURVEY DIVISION
240 WATER STREET
HENDERSON, NV 89015
702-267-1300

EXHIBIT "B" 191-03-601-004, 191-03-601-005, 191-02-201-005 PTN OF NW 1/4, SEC. 2 & NE 1/4, SEC. 3, T23S, R61E

SHEET 2 OF 2

FILE NAME: \SURVEY\
Legals\CCAviation\MUE.dwg

EXHIBIT E

Portions of the projects and appurtenances to be constructed by the City of Henderson

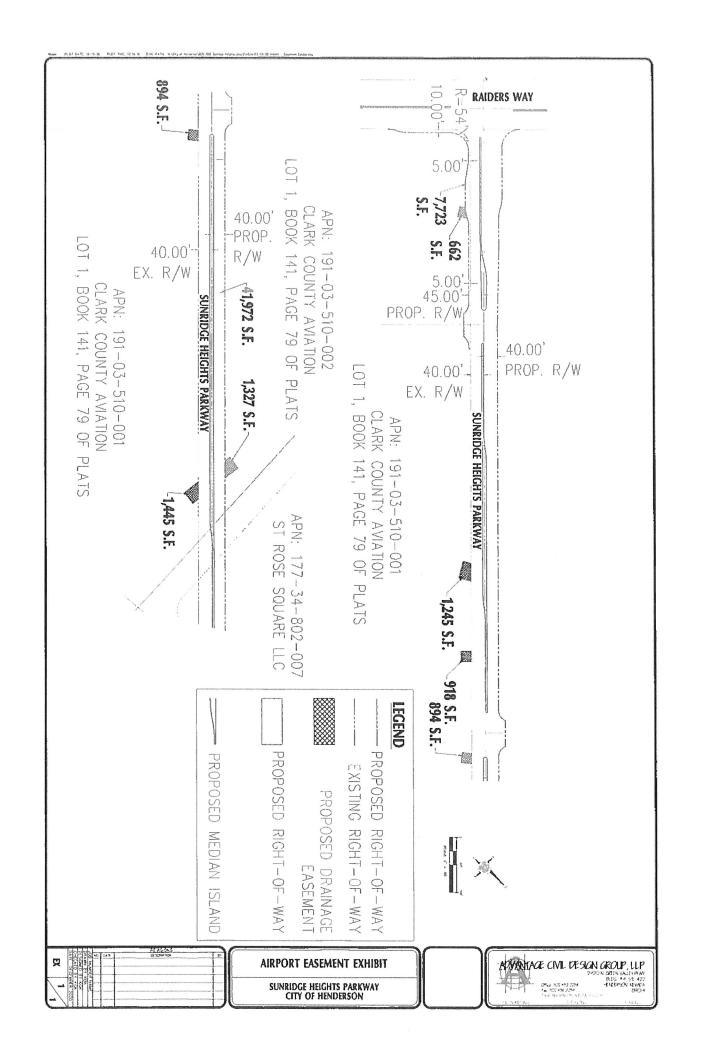


EXHIBIT F

City Roadway and Waterline Improvements

EXHIBIT G

Clark County Department of Aviation Future Development Plan

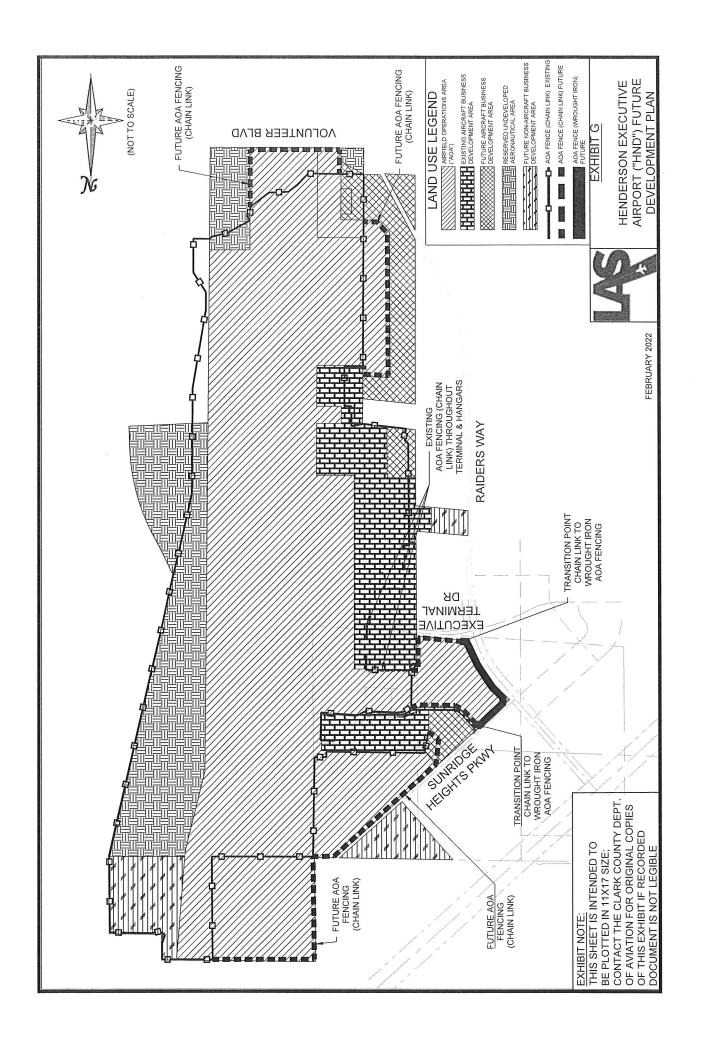


EXHIBIT H

Airport Chain Link Fence Details

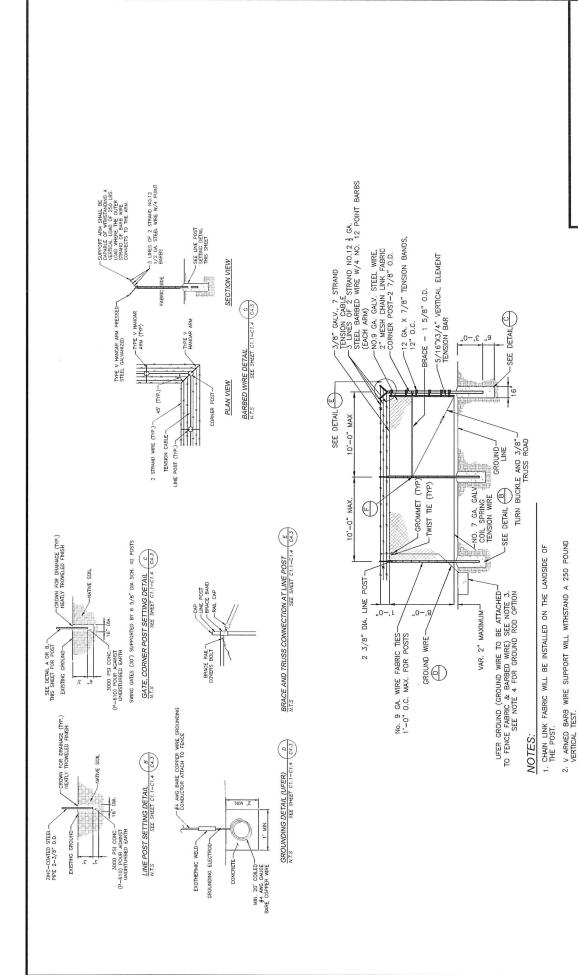


EXHIBIT H

 GROUNDS SHALL BE PLACED AT 500' MAX. INTERVALS. FENCE UNDER POWER LINES SHALL BE GROUNDED AT THREE POINTS, ONE DIRECTLY UNDER POWER LINE, AND ONE EACH SIDE 25' AWAY. 4. BOTTOM OF FENCE SHALL BE 2" BELOW UNSTABLE SURFACES AND A MAXIMUM OF 2" ABOVE STABLE SURFACES.

AIRPORT OPERATIONS AREA (AOA) CHAIN LINK FENCE DETAILS

EXHIBIT I

City provided landscaping

