

APN: 138-27-312-005  
138-27-301-003  
138-27-301-020

Recording Requested By  
And When Recorded Mail To  
City of Las Vegas  
Real Estate Section  
400 Stewart, 4<sup>th</sup> Floor  
Las Vegas, NV 89101

NO DOCUMENTARY TRANSFER TAX REQUIRED

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**RECIPROCAL RIGHT-OF-WAY AGREEMENT**

THIS RECIPROCAL RIGHT-OF-WAY AGREEMENT ("ROW Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada (the "City"), and **LONGFORD MEDICAL CENTER, LLC**, a Nevada limited liability company (formerly known as Buffalo Washington, LLC, but amended to Longford Medical Center, LLC in an Amendment to Articles of Organization filed Dec. 12, 2003 with the Nevada Secretary of State, LLC 2408-01), and its successors and assigns permitted hereunder (collectively, "Developer").

**RECITALS**

WHEREAS, City owns certain real property that is commonly known as the Right-of-Way of Summerlin Parkway recorded as R-O-W document 20030131:04699 (the "Summerlin Parkway ROW"); and the City further owns the drainage channel right-of-way between two parcels of land owned by Developer, which parcels have been developed into the Longford Medical Center located at 7455 W. Washington Ave., Las Vegas, NV 89128, said right-of-way being recorded as R-O-W document 890911:00580 (the "Drainage Channel ROW"); and

WHEREAS, Pursuant to conditions imposed at the Site Development Plan Review for the Longford Medical Center Office Building, approved at the City's March 27, 2003 Planning Commission meeting under SDR 1830, Developer was required to construct portions of a multi-use trail to meet the requirements of the Master Plan Transportation Trails Element; and Developer was further allowed to construct a driveway over the City's existing drainage channel in the Drainage Channel ROW, along with the portion of the trail to be located in said ROW; and

WHEREAS, the parties hereto intend, by this ROW Agreement, to evidence the grant to the City by Developer of a right-of-way over and through the private property of Developer for portions of the multi-use trail to be constructed and maintained by Developer for use by members of the general public, and to evidence the reciprocal grant to Developer by the City of a right-of-way over the Drainage Channel ROW area for construction and maintenance of the

driveway and multi-use trail over the Drainage Channel ROW, and over a portion of the Summerlin ROW for construction and maintenance of a further portion of the multi-use trail;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual benefits to the parties and to the public that will result from these reciprocal rights-of-way, the parties hereto do agree as follows:

1. **RIGHT-OF-WAY TO THE DEVELOPER FOR DRIVEWAY AND MULTI-USE TRAIL SEGMENTS:** The City hereby grants a right-of-way to Developer to enter onto, construct and maintain the Driveway and Multi-Use Trail 1 segment over the City's Drainage Channel ROW, and Multi-Use Trail 3 segment over the Summerlin Parkway ROW, all as fully described and depicted in the legal descriptions and associated maps of survey for Trail 1 and Trail 3 respectively, attached hereto and incorporated herein by reference. Trail 1 and Trail 3 shall be open for use by members of the general public, while the driveway portion may be used as the private driveway for the Longford Medical Center.

2. **RIGHT-OF-WAY TO CITY:** The Developer hereby grants a right-of-way to the City over and through the private property of the Developer for the Trail 2 segment as fully described and depicted in the legal description and associated map of survey for Trail 2, attached hereto and incorporated herein by reference, which trail segment is to be constructed and maintained by Developer for use by members of the general public.

3. **NATURE OF RIGHTS-OF-WAY:** These rights-of-way allow access to the Developer and the general public to the areas described above for the purposes indicated, and shall not be deemed to transfer any property interest of City or Developer in and to the right-of-way areas. The rights-of-way are subject to termination as provided in Paragraph 9 herein, otherwise shall continue in perpetuity.

4. **TERM:** This ROW Agreement shall become effective on the date it is filed and recorded at the Office of the County Recorder of Clark County, Nevada, and shall remain in effect in perpetuity unless the same is terminated in accordance with Paragraph 9 hereof, at which time all of the rights that are enjoyed by the City or Developer by virtue of this ROW Agreement shall cease except as City and Developer may otherwise agree in writing.

5. **REPAIRS AND MAINTENANCE:** Developer, at its sole cost and expense, shall maintain the Driveway and Multi-Use Trail segments designated as Trail 1, Trail 2, and Trail 3 herein and the landscaping within and adjacent to said areas, in good repair and in a clean, good, and safe condition at all times during the existence of this ROW Agreement, and with respect to the trail segments, in accordance with the requirements of SDR 1830.

6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Developer shall comply with all current and subsequently enacted Federal, State, and local laws and regulations, including, but not limited to, building and related statutes, ordinances, codes, orders, resolutions, and rules (collectively, the "Codes"), concerning Developer's construction, maintenance, and use of the right-of-way areas throughout the existence of this ROW Agreement. The failure of

Developer to comply with any conditions of its development or of any Codes or any provision of this ROW Agreement shall constitute a default hereunder.

7. **TERMINATION:** Any right-of-way or access rights granted herein are subject to termination in the event of any default of this ROW Agreement or in the event circumstances beyond the control of the parties prevent the particular right-of-way area from being utilized for the purpose described herein. In the event of default by either party, the other party shall provide the party in default with a Notice setting forth a complete description of the matters constituting the default together with the actions that must be taken and the reasonable timeline for such actions to cure the default. The defaulting party shall thereafter have 30 days to respond to such Notice and to cure such default if the default can with reasonable diligence be cured within that period, and if not, the defaulting party shall begin to take such actions within such period and shall diligently pursue such actions until the default is cured. If the default cannot be cured by taking reasonable actions, the defaulting party shall respond to the Notice within the 30 day period explaining the cause of the default and proposing a resolution to the default. The parties shall diligently attempt to resolve the matters constituting default, and in the event no resolution is reached, the complaining party may seek resolution in the Eighth Judicial District Court, Clark County, Nevada. The standard to be applied in determining whether a particular right-of-way should be terminated is whether the original objectives of both parties can be achieved by implementing a cure. In the event a cure can be fashioned that preserves the intent and purposes of the parties, the cure shall be implemented and the right-of-way maintained.

8. **NOTICES:** Any notice given under this Right-Of-Way shall be delivered in person or mailed to the parties and addresses listed below:

To City: City of Las Vegas  
City Manager's Office  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Developer: Longford Medical Center, LLC  
~~745 W. Washington Ave.~~ c/o Longford Properties Management,  
Las Vegas, NV 89128 LLC, Manager  
3077 E. Warm Springs Road  
Las Vegas, NV 89120

9. **BINDING UPON SUCCESSORS:** The rights-of-way granted by this ROW Agreement shall run with the ownership of the Developer's and City's property respectively and shall be binding upon any subsequent owner, assign, and transferee of, and any successor in interest to such right-of-way areas. Such obligations may only be enforced against City by the Developer or its successors to the ownership of such right-of-way areas, including but not limited to any Commercial Owners' Association having control over such areas. No individual or commercial unit owner or group of such owners, other than the Commercial Owners' Association shall have any standing whatsoever to allege, file or pursue any claim against City, with respect to this ROW Agreement. City may enforce this ROW Agreement through either the Developer or its successors to the ownership or control of the right-of-way areas, and any such action shall be binding upon any commercial unit owners in Longford Medical Center. Nothing

in any Covenants, Conditions and Restrictions of Longford Medical Center shall in any way affect this ROW Agreement.

10. RECORDATION: This ROW Agreement shall be filed and recorded in the Office of the County Recorder of Clark County, Nevada

11. PARAGRAPH HEADINGS: The paragraph headings appearing herein are for convenience of reference only and shall not be construed as defining, limiting, or extending the scope or intent of the paragraphs to which they pertain.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this ROW Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

ATTEST:

By \_\_\_\_\_  
Oscar B. Goodman, Mayor

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

Thomas R. Green 2/6/07  
Deputy City Attorney Date  
Thomas R. Green

LONGFORD MEDICAL CENTER, LLC,  
a Nevada limited liability company  
Management, LLC

By: Longford Properties, ~~Inc.~~, a Nevada  
~~corporation~~; its Manager  
limited liability company

By: \_\_\_\_\_  
Name: ~~Chris Murtagh~~ Mark Janz  
Its: ~~Divisional President~~  
Manager

~~STATE OF NEVADA~~

~~COUNTY OF CLARK~~

~~This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2007, by Chris Murtagh, Division President of Longford Properties, Inc., Manager of Longford Medical Center, LLC.~~

SEE ATTACHED

\_\_\_\_\_  
(Signature of notarial officer)  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2007, by Oscar B. Goodman as Mayor of the City of Las Vegas, a municipal corporation of the State of Nevada.

\_\_\_\_\_  
(Signature of notarial officer)  
My Commission Expires: \_\_\_\_\_

STATE OF NEVADA        }

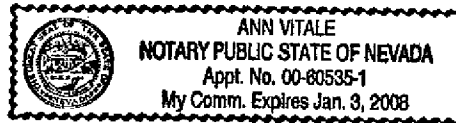
COUNTY OF CLARK        }

This instrument was acknowledged before me on the 29<sup>th</sup> day of March, 2007, by Mark Janz, Manager of Longford Properties Management, LLC, Manager of Longford Medical Center, LLC.

*Ann Vitale*

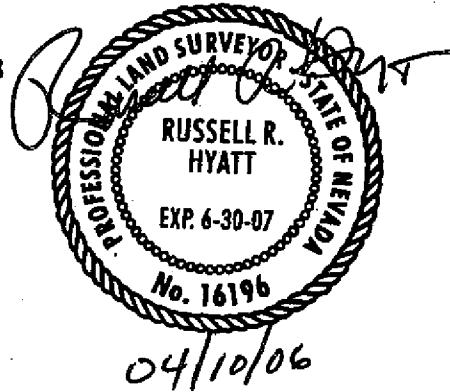
NOTARY PUBLIC

My Commission Expires:





7425 Peak Drive  
Las Vegas, Nevada 89128  
(702) 933-7000  
Fax (702) 933-7001



**EXPLANATION:**

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED WEST OF TENAYA WAY AND SOUTH OF WASHINGTON AVENUE.

**LEGAL DESCRIPTION  
DRIVEWAY AND MULTI-USE TRAIL  
TRAIL 1**

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

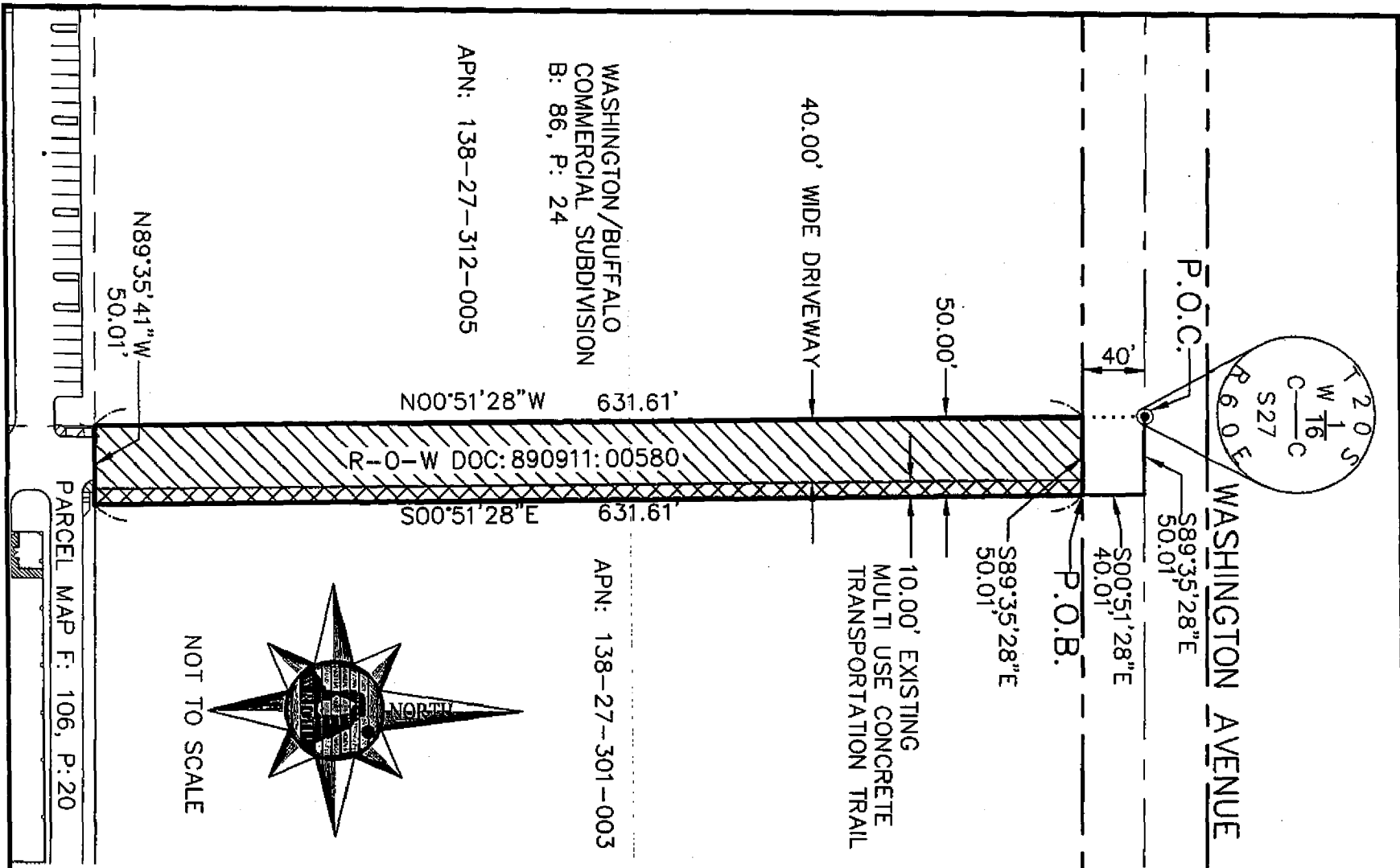
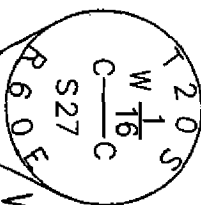
**COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 50.01 FEET; THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE, 40.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON AVENUE SAME BEING THE POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 00°51'28" EAST ALONG THE EAST LINE OF THE PUBLIC RIGHT-OF-WAY GRANTED PER DOCUMENT 890911:00580, 631.61 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL MAP RECORDED AS FILE 106, PAGE 20, CLARK COUNTY OFFICIAL RECORDS; THENCE NORTH 89°35'41" WEST ALONG SAID NORTH LINE OF SAID PARCEL MAP, 50.01 FEET; THENCE NORTH 00°51'28" WEST DEPARTING SAID NORTH LINE OF SAID PARCEL MAP, 631.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°35'28" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 50.01 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 1" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 31,580 SQUARE FEET, (0.72 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.  
END OF DESCRIPTION.

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PAGE 2 OF 2

JOB NUMBER: CN23118

DRAWN BY: JRP DATE: 04/07/06

CHECKED BY: RRH DATE: 04/07/06

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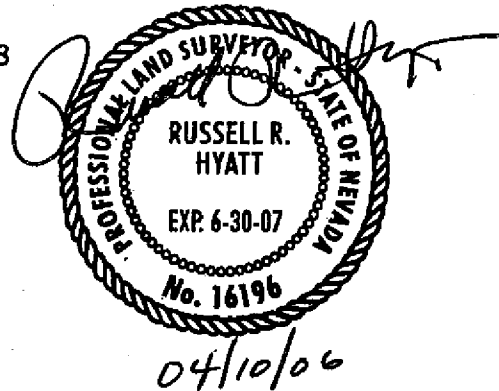
EXHIBIT "A"  
MULTI-USE TRAIL  
TRAIL 1



**WRIGHT ENGINEERS**  
7425 PEAK DRIVE  
LAS VEGAS, NEVADA 89128  
TEL (702) 933-7000 FAX (702) 933-7001



7425 Peak Drive  
Las Vegas, Nevada 89128  
(702) 933-7000  
Fax (702) 933-7001



**EXPLANATION:**

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND LOCATED WEST OF TENAYA WAY AND SOUTH OF WASHINGTON AVENUE.

**LEGAL DESCRIPTION  
MULTI-USE TRAIL  
TRAIL 2**

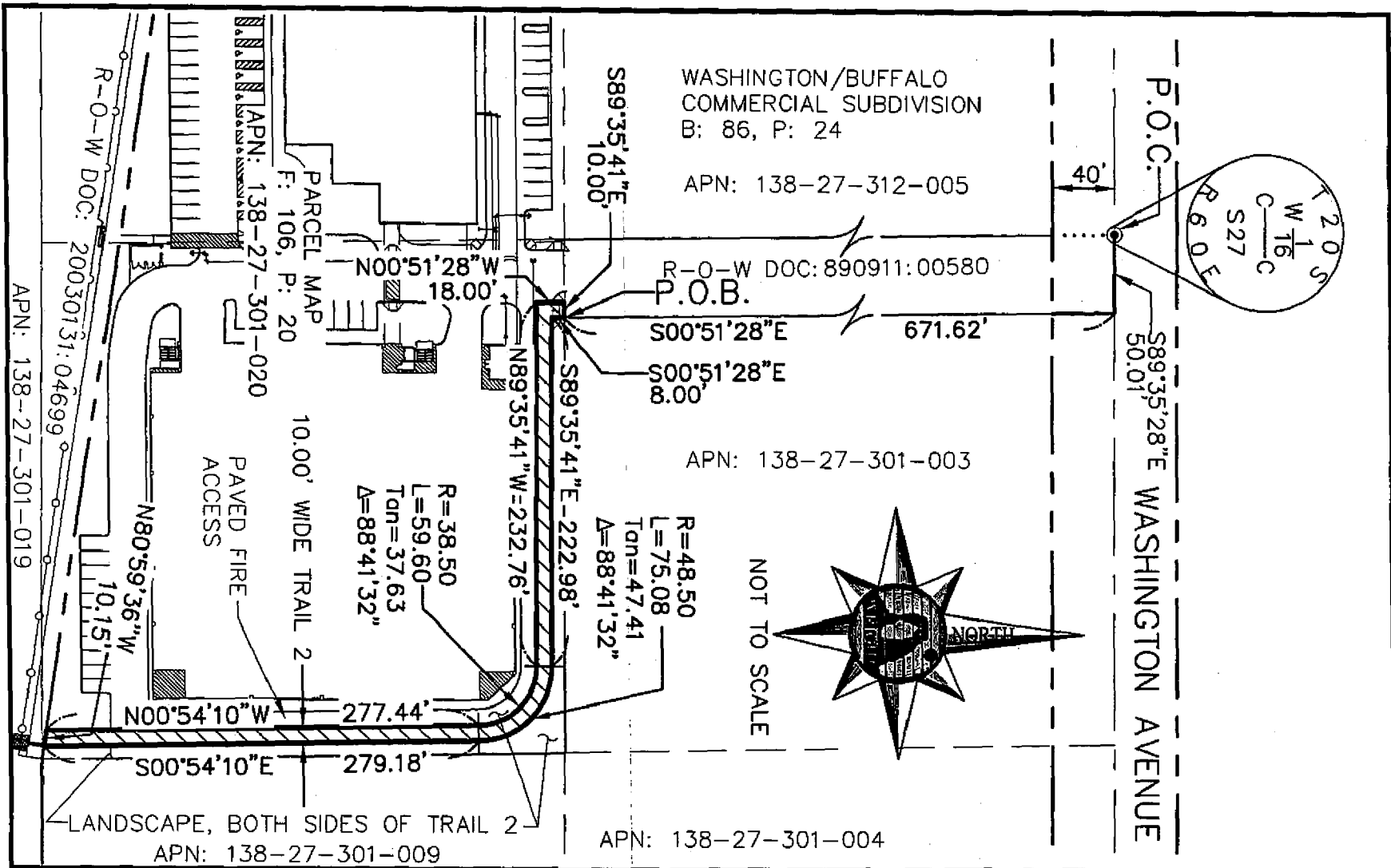
THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 50.01 FEET; THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE ALONG THE EASTERLY PUBLIC RIGHT-OF-WAY LINE OF DOCUMENT 890911:00580, A DISTANCE OF 671.62 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL MAP RECORDED AS FILE 106, PAGE 20 CLARK COUNTY OFFICIAL RECORDS POINT OF BEGINNING;

THENCE SOUTH 00°51'28" EAST DEPARTING SAID NORTH LINE, 8.00 FEET; THENCE SOUTH 89°35'41" EAST, 222.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.50 FEET; THENCE SOUTHEASTERLY 75.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°41'32"; THENCE SOUTH 00°54'10" EAST, 279.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE SUMMERLIN PARKWAY; THENCE NORTH 80°59'36" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, 10.15 FEET; THENCE NORTH 00°54'10" WEST DEPARTING SAID NORTHERLY RIGHT-OF-WAY, 277.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 38.50 FEET; THENCE NORTHWESTERLY, 59.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°41'32"; THENCE NORTH 89°35'41" WEST, 232.76 FEET; THENCE NORTH 00°51'28" WEST, 18.00 FEET TO SAID NORTH LINE OF SAID PARCEL MAP; THENCE SOUTH 89°35'41" EAST ALONG SAID NORTH LINE, 10.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 2", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 5,865 SQUARE FEET, (0.13 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

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PAGE 2 OF 2

JOB NUMBER: CN23118

DRAWN BY: JRP DATE: 04/07/06

CHECKED BY: RRH DATE: 04/07/06

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EXHIBIT "A"  
MULTI-USE TRAIL  
TRAIL 2

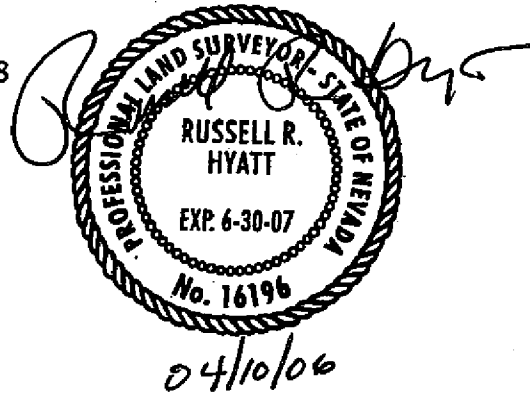


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**LEGAL DESCRIPTION  
MULTI-USE TRAIL  
TRAIL 3**

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

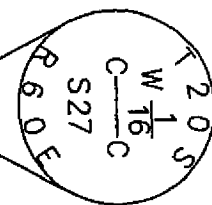
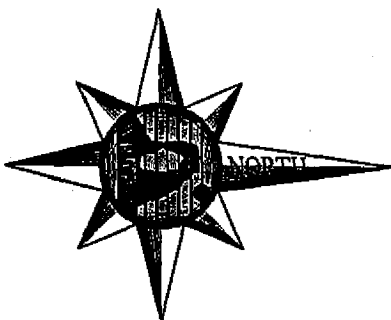
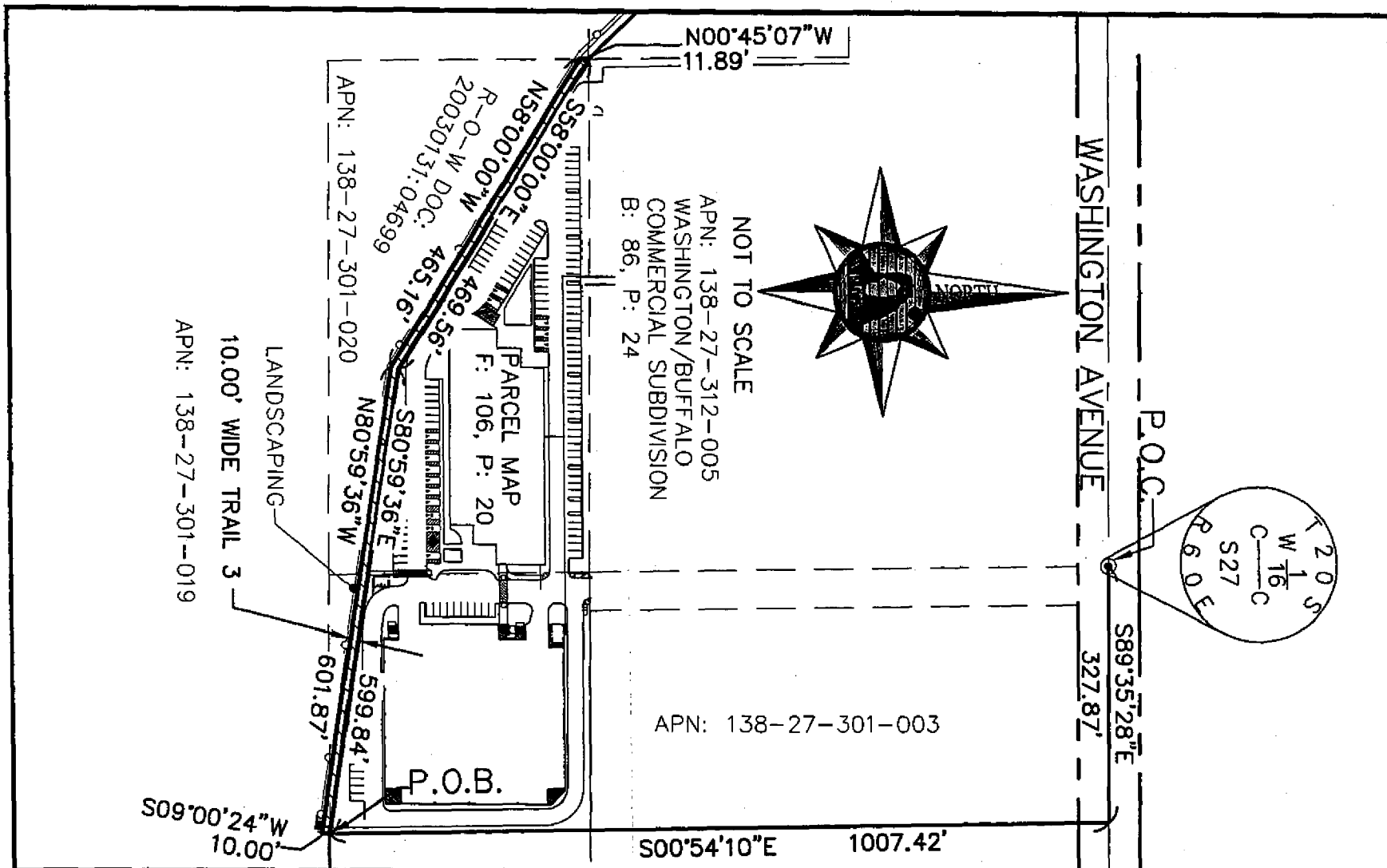
**COMMENCING AT THE WEST SIXTEENTH CENTER SECTION CORNER OF SAID SECTION 27; THENCE SOUTH 89°35'28" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE, 327.87 FEET; THENCE SOUTH 00°54'10" EAST DEPARTING SAID NORTH LINE, 1007.42 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SUMMERLIN PARKWAY ALSO BEING THE POINT OF BEGINNING;**

**THENCE SOUTH 09°00'24" WEST DEPARTING SAID NORTHERLY RIGHT-OF-WAY, 10.00 FEET; THENCE NORTH 80°59'36" WEST, 601.87 FEET; THENCE NORTH 58°00'00" WEST, 465.16 FEET; THENCE NORTH 00°45'07" WEST, 11.89 FEET TO SAID NORTHERLY RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES; THENCE SOUTH 58°00'00" EAST, 469.56 FEET; THENCE SOUTH 80°59'36" EAST, 599.84 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT A, MULTI-USE TRAIL, TRAIL 3" ATTACHED HERETO AND MADE A PART HEREOF.**

**CONTAINING 10,682 SQUARE FEET, (0.25 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.**

**NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.**

**END OF DESCRIPTION.**



PAGE 2 OF 2

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EXHIBIT "A"  
 MULTI-USE TRAIL  
 TRAIL 3



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