

Memorandum of Understanding
Between City of Las Vegas
& Clark County School District
Azure and Grand Montecito Land

This Memorandum of Understanding ("MOU") is made and entered into this 20TH day of June, 2007, between the City of Las Vegas, a municipal corporation with the State of Nevada ("CITY") and Clark County School District, also a political subdivision of the State of Nevada (referenced as "DISTRICT").

WITNESSETH:

WHEREAS, the CITY is a governmental entity, which leases from the Bureau of Land Management (BLM) the real property located at Durango Drive and Grand Montecito, Las Vegas, Nevada, referred to as the "Property"; and

WHEREAS, the CITY leases the Property from the BLM through Recreation and Public Purpose Lease serial number N-58756 which was entered into on September 21, 1984, and which expires on September 20, 2008; and

WHEREAS, DISTRICT desires to construct and maintain a roadway and trail along the north side of the Property; and

WHEREAS, the CITY has agreed to enter into this MOU subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property shall mean and include 2.981 acres of BLM leased land identified as a portion of parcel number 125-28-201-006 and as depicted in Exhibit "A".
2. Construction and maintenance of the roadway and trail will be provided by DISTRICT in the area designated in Exhibit "A" as "Easement For Roadway, Drainage & Sewer Purposes.", at its sole cost and expense. The City will retain maintenance of the property that is outside of the designated roadway area depicted on Exhibit "A".
3. The roadway and trail will be incorporated into the CITY's plan of development for the Property, to be submitted to BLM for approval.
4. Once the CITY has constructed the park according to the plan of development it will assume maintenance for the roadway and trail.

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5. By way of this MOU, the CITY grants DISTRICT the right to enter the Property to carry out the terms of the MOU. Any damage to the Property resulting from DISTRICT's use shall be repaired at DISTRICT's expense.
6. DISTRICT shall obtain all permits required for construction. DISTRICT shall also submit construction drawings to the CITY.
7. DISTRICT shall show clear ability to perform in an expedient manner to construct on Property.
8. DISTRICT shall keep and maintain the Property in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Property or of the activities contemplated hereby) during the existence of this MOU.
9. Each party shall have the right to terminate this MOU immediately upon written notice to the other party if: (i) the other party breaches any term of this MOU, which the other party has failed to cure within thirty (30) days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree upon such termination of this MOU.
10. Indemnity. Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise, resulting or arising from, during, or as a result of any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees, volunteers, and/or activity participants in the activities involving this MOU. In addition, each agency shall defend the other party, its governing board, individual members thereof, and/or all employees and assume all costs, expenses, and liabilities of any nature to which the owner party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this MOU.

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11. General Liability. Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.
12. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To DISTRICT: Clark County School District
Real Property Management
2832 East Flamingo Road
Las Vegas, Nevada 89121
Attn: Linda Perri, Director II
(702) 799-5214 phone
(702) 799-5436 fax

To CITY: City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Superintendent
(702) 229-1022 phone
(702) 464-2522 fax

11. Modification or Amendments. No amendment, change or modification of this MOU shall be valid unless in writing and signed by both parties.

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IN WITNESS WHEREOF, the City and DISTRICT have executed this MOU as of the date set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES CMC, Acting City Clerk

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: _____
RUTH L. JOHNSON, PRESIDENT

ATTEST:

Mary Beth Scow

MARY BETH SCOW, CLERK

APPROVED AS TO FORM ONLY:

C. W. Hoffman, Jr. *6/20/07*

C.W. HOFFMAN, JR. Date
GENERAL COUNSEL

(1092)

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CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BEVERLY K. BRIDGES CMC, ~~Acting~~ City Clerk

APPROVED AS TO FORM:

 5/22/07
DEPUTY CITY ATTORNEY Date

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: _____
RUTH L. JOHNSON, PRESIDENT

ATTEST:

MARY BETH SCOW, CLERK

APPROVED AS TO FORM ONLY:

C.W. HOFFMAN, JR. Date
GENERAL COUNSEL



EXHIBIT "A"

125-28-201-006

USA

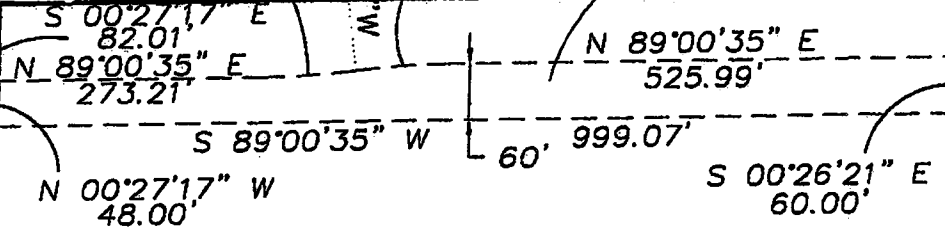
$R=836.33$
 $L=100.24$
 $Tan=50.18$
 $\Delta=6^{\circ}52'02''$

$N07^{\circ}51'27''W$
 (R)

$R=836.33$
 $L=100.24$
 $Tan=50.18$
 $\Delta=6^{\circ}52'02''$

EASEMENT FOR
 ROADWAY, DRAINAGE
 & SEWER PURPOSES

$N1/16$
 $29/28$



PORTION OF THE
 SOUTHWEST 1/4 OF
 THE NORTHWEST
 1/4 OF SECTION 28,
 TOWNSHIP 19
 SOUTH, RANGE 60
 EAST, M.D.M.



DURANGO DRIVE

SW 1/4 OF THE
 SOUTHWEST 1/4 OF
 THE NORTHWEST
 1/4 OF SECTION 28,
 TOWNSHIP 19
 SOUTH, RANGE 60
 EAST, M.D.M.
 NOT A PART

$1/4$
 $29/28$

TROPICAL PARKWAY



TANEY ENGINEERING

4445 S. JONES BLVD. SUITE #1
 LAS VEGAS, NV 89103
 (702) 362-8844 FAX:(702) 362-5233