

MEMORANDUM OF UNDERSTANDING
CLARK COUNTY SCHOOL DISTRICT
CITY OF LAS VEGAS

The City of Las Vegas has requested that the Clark County School District approve a Memorandum of Understanding (MOU), granting permission for them to construct a multi-use pedestrian bridge to be located on the Western High School site.

The objective of this MOU is to designate responsibilities. The City of Las Vegas will construct, provide future improvements to repair and maintain the structure, and assume all costs associated with the construction of this bridge. Upon completion of the bridge, the district will provide for future improvements, repair, and maintenance of grounds underneath the bridge.

The MOU allows the City of Las Vegas to construct a pedestrian bridge at the east approach ramp at Western High School as part of the multi-use path known as the Bonanza Trail. The multi-use bridge will act as a pedestrian and bicycle path and improve safety for the students of Western High School and the community.

District legal counsel has approved the document as to form.

Discussion and possible action on approval to enter into a Memorandum of Understanding with the City of Las Vegas, granting them permission to construct a pedestrian bridge on the east approach ramp at Western High School, at no cost to the district, and for the president and clerk of the Board of School Trustees or their designee(s) to sign the Memorandum of Understanding, is recommended.

J. P. Gerner
May 31, 2007

MEMORANDUM OF UNDERSTANDING
Between the
CLARK COUNTY SCHOOL DISTRICT
And
CITY OF LAS VEGAS
For the
Pedestrian Bridge at Western High School

This Memorandum of Understanding (referenced as "MOU") is made and entered into this 31st day of May, 2007, between the Clark County School District, a political subdivision of the State of Nevada (referenced as "DISTRICT"), and the City of Las Vegas, a political subdivision of the State of Nevada (referenced as "CITY").

I. PURPOSE

The objective of this MOU is to designate responsibility of the construction, improvement, repair and maintenance of the pedestrian bridge east approach slab, railing and support piers (collectively referenced as "STRUCTURE"), as part of the multi-use path known as the Bonanza Trail, located on the DISTRICT property located at Western High School, 4601 West Bonanza Road (APN 139-30-401-001), Las Vegas, NV 89107 (referenced as "PROPERTY").

II. PRINCIPLES

A. CITY agrees to the following:

1. CITY will provide for the construction of the STRUCTURE and the final grading of the grounds beneath the STRUCTURE, located within the easement granted to the CITY by the DISTRICT, as designated in Exhibit "A".
2. CITY will provide for the future improvements, repair and maintenance of the STRUCTURE, located within the easement granted to the CITY by the DISTRICT, as designated in Exhibit "A".
3. CITY will assume all costs associated with the administering of the MOU.

4. CITY will defend and bear all costs of litigation which alleges an adverse interest to that of the DISTRICT including the cost of any award stemming from said litigation.

B. DISTRICT agrees to the following:

1. DISTRICT will maintain the title and interest of the PROPERTY, to which the easement is granted to the CITY by the DISTRICT, as designated in the easement.
2. DISTRICT will provide for the future improvements, repair and maintenance of the grounds beneath the STRUCTURE, within the easement granted to the CITY by the DISTRICT, as designated in the easement.

III. COMPLIANCE WITH LAWS AND LEGAL REQUIREMENTS

- A. The CITY and the DISTRICT shall comply with and abide by all applicable statutes, ordinances, laws, and regulations affecting the PROPERTY, the improvements, or any activity or condition, on the PROPERTY.
- B. This contract is made for the benefit of the parties to the contract, and not for any outside party. The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

IV. ASSIGNMENT

The DISTRICT shall not assign or sublet, or attempt to assign or sublet, without prior written consent of the CITY, its interest in the whole or part of the property, nor use or attempt to use them for any purpose not authorized herein.

V. INDEMNITY

Subject to the provisions of Nevada Revised Statutes, Chapter 41, and other applicable law, each party shall defend and hold harmless the other party for damages and liability resulting or arising from, during, or as a result of any negligent action or inaction of its officers and employees in the activities involving this MOU.

VI. INSURANCE

The District is a self-insured political subdivision of the State of Nevada.

VII. TERMINATION

This agreement may be terminated by either party by mailing written notice, certified mail, return receipt requested to the other party, ninety (90) days prior to termination.

VIII. NOTICES

All notices regarding this MOU shall be given in writing and addressed to the following:

FOR DISTRICT: Clark County School District Facilities Division
J. Paul Gerner, Associate Superintendent
4828 South Pearl Street
Las Vegas, Nevada 89121
Phone: (702) 799-8710
Fax: (702) 799-8745

FOR CITY: City of Las Vegas Department of Public Works
Charles Kajkowski, Jr., P.E., Director of Public Works
400 East Stewart Street
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848

IV . ENTIRE MOU

This MOU sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this MOU shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this MOU or in any written, properly executed amendment to the MOU shall be binding upon the CITY or the DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS


CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES



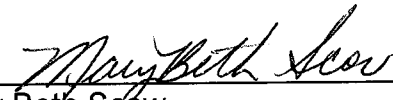
Oscar B. Goodman
Mayor



Ruth L. Johnson
President

Attest:


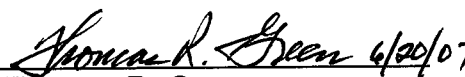
Beverly K. Bridges
~~Acting~~ City Clerk

Attest:



Mary Beth Scow
Clerk

Approved as to Form:

Approved as to Form:



Thomas R. Green
Deputy City Attorney



C. W. Hoffman, Jr.
General Counsel

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

06/08/2007 13:42:52 T20070104473

Book/Instr: 20070608-0002194

Easement Page Count: 6

Fees: \$0.00 N/C Fee: \$0.00

APN: 139-30-401-001

**WHEN RECORDED MAIL & SEND TAX
STATEMENTS TO:**

**CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

**Debbie Conway
Clark County Recorder**

GRANT OF EASEMENT FOR PEDESTRIAN BRIDGE

We, SCHOOL BOARD OF TRUSTEES, the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, an easement for the construction, operation, maintenance, repair and renewal of a trail and attached appurtenances and structures; upon, over and across the parcel of land hereinafter described, and the right of ingress and egress to and over said parcel; together with permission to cut and trim brush and trees as deemed reasonably necessary to insure the safe and proper maintenance and operation of said trail facilities. No above ground utilities shall be allowed within said parcel of land without the prior written approval of the Grantee herein, said parcel being described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF:

For: Pedestrian Bridge Easement.

The grantor(s) retain(s) the right to use said parcel for his own purpose so long as such use is consistent with standard safety factors and does not interfere with the rights herein granted.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

COPY

Page 1 of 2

Continued

APN: 139-30-401-001

OWNER: SCHOOL BOARD OF TRUSTEES

TYPE DOC: Easement

LOCATION: Western High School, at the northeast corner of Decatur Boulevard and U.S. 95

Witness their hands this 31st day of May, 2007

SCHOOL BOARD OF TRUSTEES

BY: [Signature]
NAME: Ruth L. Johnson
TITLE: President

BY: [Signature]
NAME: Mary Beth Scow
TITLE: Clerk

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

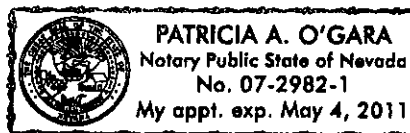
On May 31, 2007 personally appeared before me, a Notary Public,
(Date)

Ruth L. Johnson, President and Mary Beth Scow, Clerk

(Person(s) appearing before Notary)

_____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that t he executed the above instrument.

[Signature]
(Notary Public Signature)



DUE TO CLARK COUNTY
RECORDING STANDARDS,
PLEASE DO NOT WRITE/TYPE
AND/OR STAMP WITHIN
THE 1' MARGIN

COPY

Date: January 12, 2007
Name: Cameron Pond
APN:139-30-401-001

Exhibit 'A'

Explanation

THIS LEGAL DESCRIPTION DELINEATES A PEDESTRIAN ACCESS EASEMENT LYING IN THE NORTHEAST CORNER OF THE INTERSECTION U.S.-95 AND DECATUR BOULEVARD.

Legal Description

A PORTION OF THE WEST HALF (W 1/2), OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR THE CLARK COUNTY SCHOOL DISTRICT, RECORDED IN FILE 8, PAGE 93 OF SURVEYS, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 00°46'58" EAST, 2,490.39 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°13'02" EAST, 89.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DECATUR BOULEVARD, AS DESCRIBED BY THAT CERTAIN DEED THEREOF RECORDED IN BOOK 20011127, INSTRUMENT NUMBER 148, OFFICIAL RECORDS OF CLARK COUNTY NEVADA, AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01°14'11" WEST, 82.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 8,615.80 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 88°19'50" WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°48'40", AN ARC LENGTH OF 89.81 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DECATUR BOULEVARD AS DESCRIBED BY THAT CERTAIN DEED THEREOF RECORDED IN BOOK 20011127, INSTRUMENT NUMBER 147, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°57'18", AN ARC LENGTH OF 110.28 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 86°35'52" EAST, 42.48 FEET; THENCE SOUTH 00°47'09" EAST, 283.83 FEET; THENCE SOUTH 88°45'49" WEST, 35.68 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF DECATUR BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 10,768 SQUARE FEET.

COPY



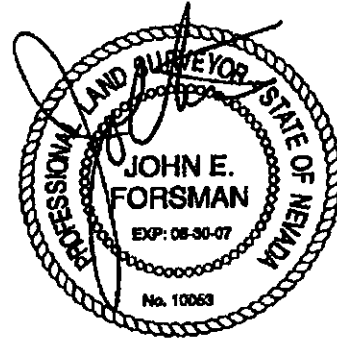
Basis of Bearings

SOUTH 00°46'58" EAST, BEING THE WESTERLY LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY THAT CERTAIN RECORD OF SURVEY RECORDED IN FILE 8, PAGE 93 OF SURVEYS, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

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

END OF DESCRIPTION.

Land Surveyor, PLS
John E. Forsman
Nevada License No. 10053



2-20-07

COPY



EXHIBIT 'A' TO ACCOMPANY LEGAL DESCRIPTION

W1/4
25|30



NOT TO SCALE

POINT OF COMMENCEMENT

COPY

DECATUR BOULEVARD
(BASIS OF BEARINGS)

S00°46'58"E 2638.84'

2490.39'

OR: 0789: 0633918

OR: 20011127: 00147

OR: 20011127: 00148

L3(R)

C2

N87°33'10"E
(R)

S00°47'09"E
283.83'

139-30-401-001
SCHOOL BOARD OF
TRUSTEES
OR: 0165: 0135863

S88°19'50"W
(R)

PEDESTRIAN
ACCESS
EASEMENT
10,768 S.F.

L1

POINT OF BEGINNING

OR: 0312: 0271349

OR: 0789: 0633916

S89°45'35"E 2646.04'

US - 95

S 1/4
30
31

25 30
36 31

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HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'A' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°13'02"E	89.39'
L2	N01°14'11"W	82.18'
L3	N86°35'52"E	42.48'
L4	S88°45'49"W	35.68'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	00°46'40"	6615.80	89.81'	44.91'
C2	00°57'18"	6615.80	110.28'	55.14'

COPY

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HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144

 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM