

A.P.N. 161-15-697-015

When recorded mail to:
City of Las Vegas
Attn: Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

PERMANENT EASEMENT

THIS INDENTURE OF EASEMENT, made and entered into by and between **WALNUT CREEK DEVELOPMENT, INC.**, a Nevada Corporation, hereinafter known as **WALNUT CREEK**, and the **CITY OF LAS VEGAS**, a Municipal Corporation of the State of Nevada, hereinafter known as the **CITY**

WITNESSETH:

That **WALNUT CREEK**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **CITY**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **CITY**, its successors and assigns, an Easement and Right-of-Way for the purpose of construction of a 96" pipeline and operation, maintenance, repair, renewal, reconstruction and appurtenances for pavement, landscaping, fencing, irrigation and wet and dry utilities with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBITS "A" and "B" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS PERMANENT EASEMENT CANCELS AND SUPERSEDES THE EASEMENTS AND RIGHTS-OF-WAY GRANTED TO THE CITY OF LAS VEGAS AND RECORDED APRIL 21, 2004 IN BOOK 20040421 AS DOCUMENT NO. 0004330 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Together with the right of ingress and egress across Walnut Creek's property in order to exercise the easement rights granted herein.

The Easement granted herein is subject to the following terms and conditions:

1. No buildings, structures, or tress shall be placed upon, over or under the Easement Area for the duration of this easement except that the Easement Area may be improved and used for trail, path, non-vehicular public access, utilities, shallow root landscaping or used and improved for other purposes insofar as such use does not interfere with its use by the **CITY** for the purposes for which this easement is granted;
2. The **CITY** shall be solely responsible for the upkeep, maintenance and repair of the **CITY'S**

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improvements placed upon said parcel and agrees to maintain such improvements, with the exception of the easement land, described above in a neat, safe and clean condition; and

3. Should any of the CITY'S facilities within said easement be required to be relocated or repaired for any reason within the easement, the CITY, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for WALNUT CREEK warrants that it has the legal authority to bind the parties hereto and WALNUT CREEK warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the WALNUT CREEK has hereunto set its hand this _____ day of _____, 2007.

WALNUT CREEK DEVELOPMENT, INC.

By: JANICE PARISH, PRESIDENT

By: REGINA BATES, SECRETARY

ATTEST:

CITY OF LAS VEGAS

BEVERLY K. BRIDGES CMC, CITY CLERK

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 11/15/07
DEPUTY CITY ATTORNEY DATE
Thomas R. Green

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STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2007, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B. GOODMAN known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

EXHIBIT "A"



2270 Corporate Circle, Suite 100
Henderson, Nevada 89074-6382
Telephone 702.263.7275
Fax 702.263.7200
www.pbsj.com

EXPLANATION: THIS LEGAL DESCRIBES A STRIP OF LAND INTENDED FOR USE AS A PERMANENT EASEMENT FOR THE CITY OF LAS VEGAS.

**LEGAL DESCRIPTION
WALNUT CREEK DEVELOPMENT, INC.
161-15-697-015**

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEING ALL OF LOT "CLV-1" OF THE MAP OF RIVERWALK UNIT 2 AS SHOWN BY A MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 116 OF PLATS, PAGE 28, OFFICIAL RECORDS.

CONTAINING 70,373 SQUARE FEET (1.62 ACRES) MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PROJECT IS GRID NORTH AS DEFINED BY THE NEVADA COORDINATE SYSTEM OF 1983 (NCS83), EAST ZONE, (2701).

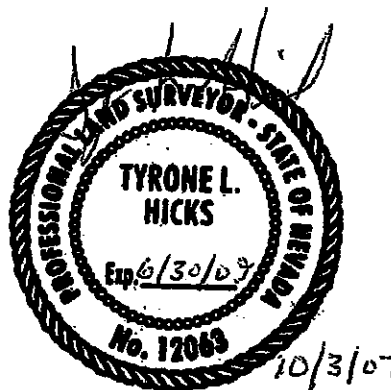


EXHIBIT "B"

PERMANENT EASEMENT -
DESCRIPTION: CITY OF LAS VEGAS

PROJECT No.: 511352

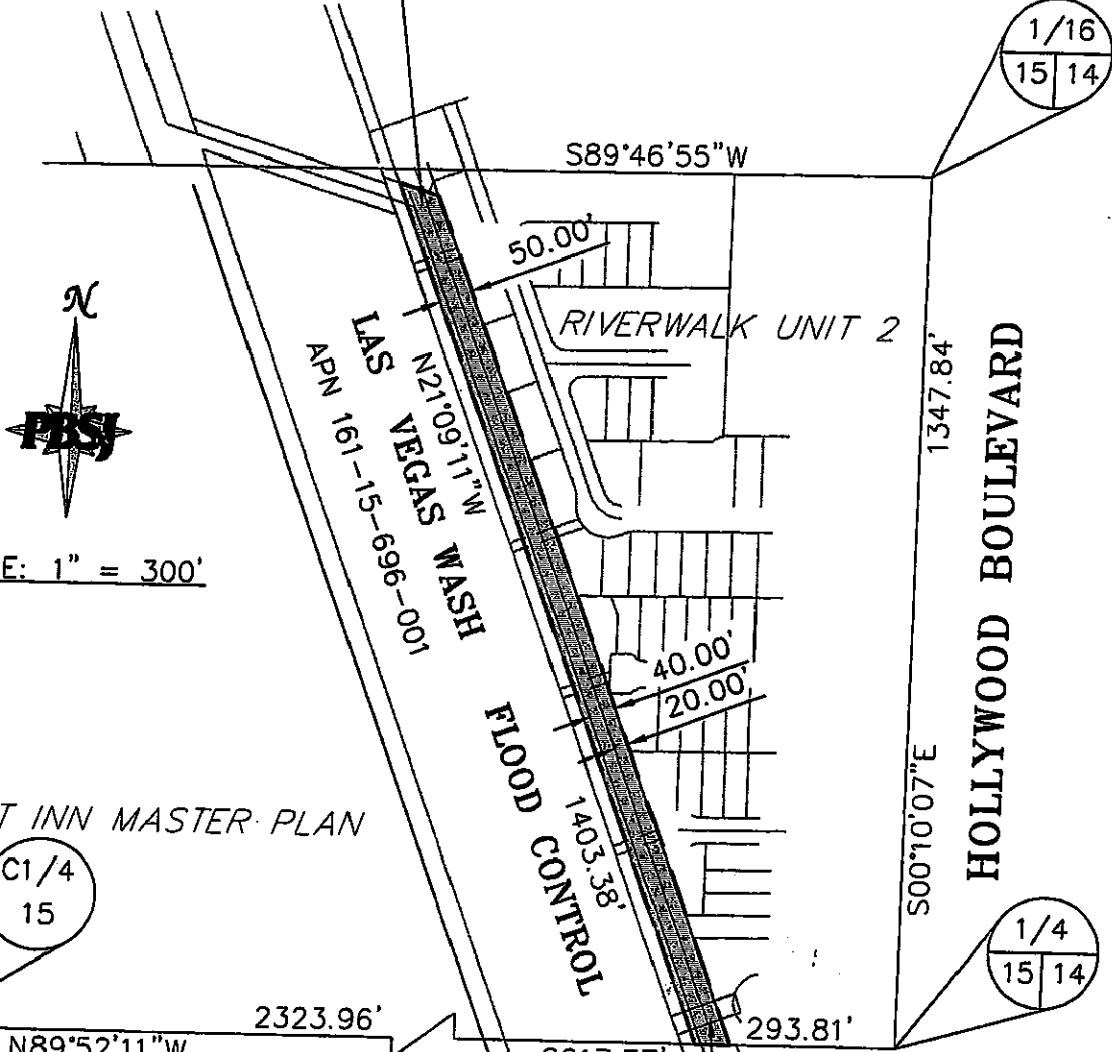
DATE: 09-13-07

CALC. BY TLH

CHECKED BY EC

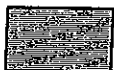
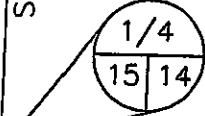
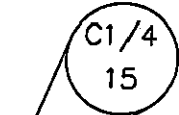
DRAWN BY TLH

LOT CLV-1
OF RIVERWALK UNIT 2
BOOK 116, PAGE 28



SCALE: 1" = 300'

DESERT INN MASTER PLAN



AREA OF PERMANENT EASEMENT
CITY OF LAS VEGAS

OWNER: WALNUT CREEK DEVELOPMENT, INC.

PARCEL Nos.: 161-15-697-015

SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST

TOTAL AREA OF PARCEL: 70,373 S.F. (1.62 AC.)

LVVWD EASEMENTS
PER BK 20040206,
INSTR. 01308 AND BK
20030929, INSTR.
01371

AREA OF PERMANENT EASEMENT -
CLEAN WATER COALITION: 70,373± S.F. (1.62 AC.)

TOTAL REMAINING AREA OF PARCEL: 0± S.F. (0.0 AC.)