

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of June, 2008, by and between the Roman Catholic Bishop of Las Vegas, and His Successors, a Corporation Sole, P.O. Box 18316, Las Vegas, Nevada 89114-8316 (the "Grantor") and the City of Las Vegas, a municipal corporation of the State of Nevada (the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property (the "Property") situated within the corporate boundaries of the City of Las Vegas; and

WHEREAS, the Grantee desires to construct, install, maintain, repair, operate, and use a vehicle turnout, pedestrian sidewalk, street lighting, signing, landscape improvements, lighting fixture to illuminate the mosaic facade on the St. Joan of Arc Catholic Church and related improvements (the "Improvements") over, across, and under certain portions of said Property as part of the Downtown Connector Bus Rapid Transit Project; and

WHEREAS, it is in the mutual interest of the Grantor and the Grantee that the Improvements be installed and that it be made available for the purposes and benefit of both the Grantor and the Grantee; and

WHEREAS, the parties hereto desire to create and establish a formal easement to the Grantee for said Improvements, and to set forth the manner in which said Improvements shall be installed, constructed, maintained, repaired, operated and used.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto agree, for themselves, their heirs, successors, and assigns, as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement over, across, and under the following described real property in the City of Las Vegas, for the purpose of permitting the Grantee to construct, install, maintain, repair, use and operate the Improvements:

(SEE ATTACHED EXHIBITS "A" and "B")

"A"—Easement Legal Description

"B"—Exhibit Map showing property and Easement

2. The duration of the easement herein granted shall be perpetual, unless the Grantor agrees to terminate or abandon its use of the same for the stated purpose. If the Grantor terminates the easement, the Grantor shall remove and reconstruct the Improvements within the Grantee's right-of-way at the sole cost of the Grantor. If the Grantor terminates the easement, all obligations of the Grantee shall also terminate, including maintenance and operations of the Improvements, whether installed within the easement or within the Grantee's right of way.

3. Grantor further grants and conveys unto the Grantee, a temporary easement over, under, and across an additional strip of land 10-foot wide on east side of the above-described permanent easement, which temporary easement shall be for the purpose of permitting the Grantee, its employees, agents, and

contractors to thereupon operate such equipment and to use and store, on a temporary basis, such supplies, materials, and equipment as may be reasonably necessary for the construction and installation of the improvements to be constructed in the herein above described easement. Said temporary easement shall terminate, and cease to be of any further force or effect, upon the completion of the improvements in the permanent easement, or 24-months from the date hereof, whichever shall first occur.

4. Both easements hereinabove granted, the easement and the temporary easement, shall specifically include, without limiting the foregoing, the right of the Grantee, its agents, employees, contractors, and assigns, to traverse the easements with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the Improvements.

5. The Grantee shall save and hold the Grantor harmless from any and all liability for personal injury and property damage resulting from, or in any way connected with, said improvements, or any related facilities or activities conducted or located with said easements, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the Grantor.

6. The Grantee shall, at all times, properly maintain the easements herein granted, and prevent the same from becoming dangerous and/or unsightly. Further, Grantee shall take all reasonable steps to restore the areas disturbed by construction of the improvements or related activities in both the permanent and the temporary easements herein granted.

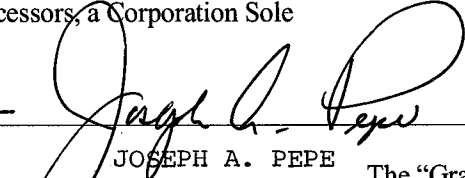
7. The parties acknowledge and agree that the easements herein granted are non-exclusive, and the Grantor, or its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct in either the temporary or the permanent easement provided the same do not unreasonably interfere with the Grantee's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified improvements.

8. Grantee shall install and perpetually maintain two parking signs adjacent to the vehicle turnout to permit 3-minute passenger loading and unloading within the easement area. Funeral and wedding vehicles will be excepted to allow these vehicles to park within the easement area as reasonably necessary.

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

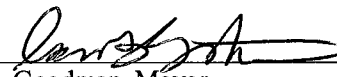
[Signature Page Follows]

Roman Catholic Bishop of Las Vegas and
His Successors, a Corporation Sole

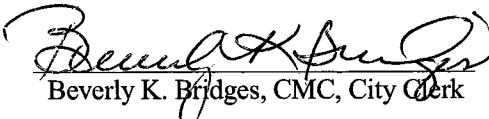
By: + 
JOSEPH A. PEPE The "Grantor"

Street Address 336 CATHEDRAL WAY
City, State, Postal Code LAS VEGAS, NV 89109

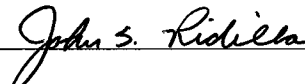
City of Las Vegas


Oscar B. Goodman, Mayor The "Grantee"

ATTEST:


Beverly K. Bridges, CMC, City Clerk

Approved as to form:

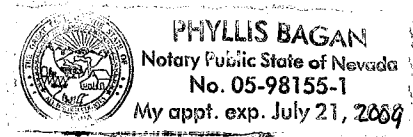
 5/6/08
Date
John S. Ridilla
Deputy City Attorney

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 30th day of APRIL, 2008, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, JOSEPH A. PEPE, who acknowledged that he executed the above instrument.

Phyllis Bagan
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 17th day of July, 2008, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Oscar B. Goodman, who acknowledged that he executed the above instrument.

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State

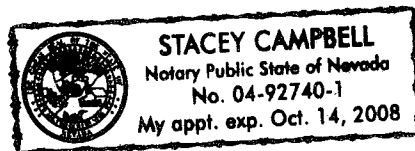


EXHIBIT "A"

**APN 139-34-210-049
VEHICLE TURNOUT & PEDESTRIAN ACCESS EASEMENT
EAST SIDE OF CASINO CENTER BLVD NORTH OF LEWIS AVENUE**

That portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M. in the City of Las Vegas, County of Clark, State of Nevada, being that portion of BLOCK 21 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

COMMENCING at the centerline intersection of CASINO CENTER BOULEVARD and LEWIS AVENUE, as shown on that RECORD OF SURVEY, in File 67 of Surveys, Page 79, of Clark County, Nevada Records; thence along the centerline of said CASINO CENTER BOULEVARD, North 27°54'30" East, 228.14 feet; thence departing said centerline, South 62°05'30" East, 40.00 feet to the **POINT OF BEGINNING** on the northwesterly line of said BLOCK 21; thence along the northwesterly line of said BLOCK 21, North 27°54'30" East, 136.95 feet to the northernmost corner of LOT 4 in said BLOCK 21; thence along the northeasterly line of said LOT 4, South 62°04'22" East, 2.00 feet; thence departing said northeasterly line, South 27°54'30" West, 43.22 feet; thence South 17°53'21" East, 12.71 feet; thence South 27°54'30" West, 73.23 feet; thence South 71°34'32" West, 16.09 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains an area of 1,023 square feet, or 0.023 acres, more or less.

The Basis of Bearings for this land description is South 27°54'30" West, being the centerline of CASINO CENTER BOULEVARD as shown on that RECORD OF SURVEY in File 67 of Surveys, Page 79, of Clark County, Nevada Records. All other record data cited herein has been rotated and adjusted to said File 67, Page 79 basis.

The MAP EXHIBIT accompanying this legal description is attached hereto and made a part hereof.

Written By:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV, 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov

EXHIBIT B

See Attached Exhibit Map

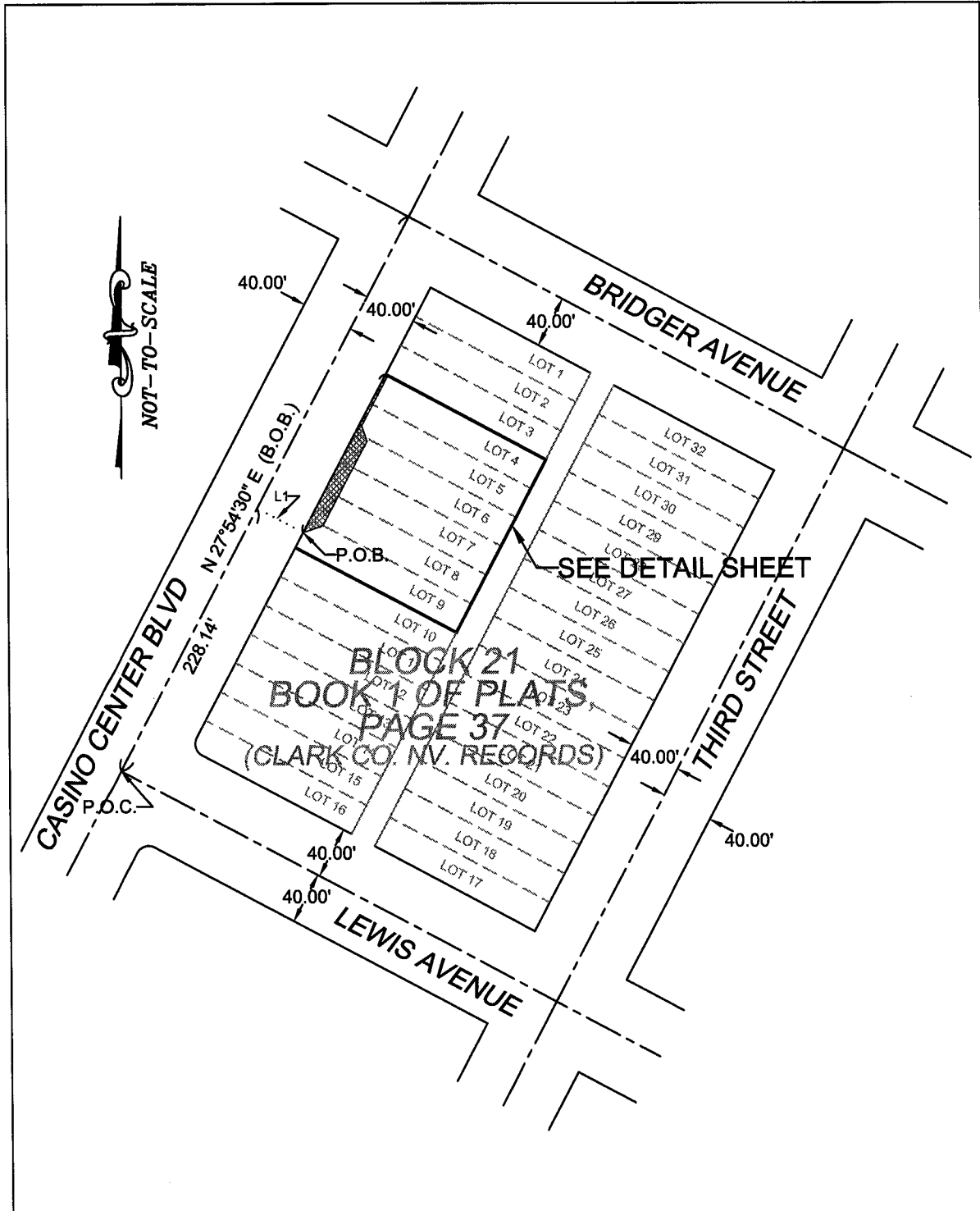
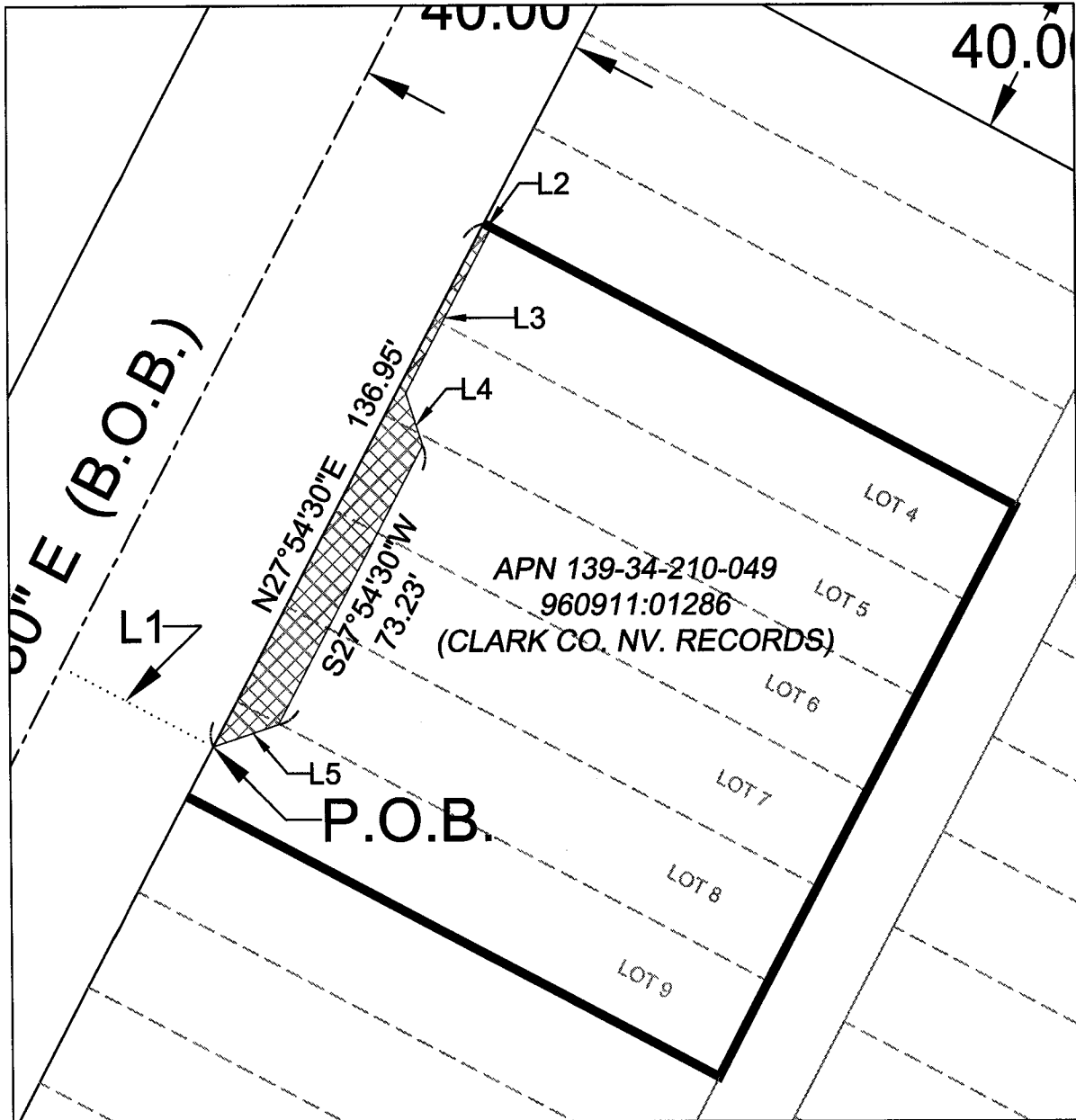


EXHIBIT "B"
MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
APN 139-34-210-049
SE 1/4, NW 1/4, SEC 34, T20S, R61E, MDM
VEHICLE TURNOUT & PEDESTRIAN EASEMENT
ex080307.doc



DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION



LINE TABLE

LINE #	BEARING	LENGTH
L 1	S62°05'30"E	40.00'
L 2	S62°04'22"E	2.00'
L 3	S27°54'30"W	43.22'
L 4	S17°53'21"E	12.71'
L 5	S71°34'32"W	16.09'

LEGEND

EASEMENT BEING GRANTED	
PROPERTY LINE	

DETAIL SHEET



**DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION**