

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated as of February 17, 2010 and entered into by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City") and WRI CHARLESTON COMMONS, LLC, a Delaware limited liability company ("Property Owner"). Collectively, City and Property Owner are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to acquire an easement to provide emergency access to multiuse trail facilities that are being constructed as part of a Southern Nevada Public Lands Management ("SNPLMA") Project known as Las Vegas Wash Trail Phase II ("Project"); and

WHEREAS, the Property Owner desires to convey an easement for emergency access to the City;

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the Parties hereto do hereby agree that the above recitals are true and correct and incorporated herein by this reference and further agree as follows:

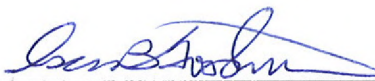
AGREEMENT

1. The Property Owner agrees to execute an emergency access easement, detailed on Exhibit "A", attached hereto and incorporated herein by this reference ("Easement").
2. As consideration for the Easement, the Property Owner agrees to accept a bargain sale price of Seven Hundred Eighty Dollars and No Cents (\$780.00) which is equivalent to the replacement cost of an existing gate on the property. The owner acknowledges that the bargain sale price does not necessarily constitute the fair market value of the Easement. The Property Owner agrees to donate the difference, if any, between the bargain sale price and the fair market value of the Easement to the City.
3. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.
3. Counterparts; Electronic Delivery. This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
4. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

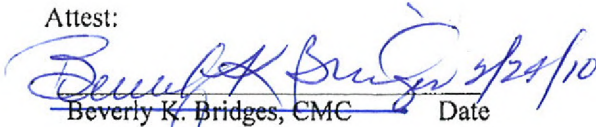
5. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Seller warrants that it has disclosed on the form, attached as Exhibit "B", all principals and partners of WRI Charleston Commons, LLC as well as all persons and entities holding more than a one percent (1%) interest in WRI Charleston Commons, LLC or any principal of WRI Charleston Commons, LLC. Throughout the term hereof, WRI Charleston Commons, LLC shall notify the City in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

IN WITNESS WHEREOF, the parties have executed this Agreement of Purchase and Sale as evidenced by their respective signatures below.

City of Las Vegas
A Nevada Municipal Corporation

By: 
Oscar B. Goodman, Mayor

Attest:

 3/24/10
Beverly K. Bridges, CMC Date

By **Beverly K. Bridges, MMC**
Approved as to ~~John~~ Clerk

John S. Ridilla 11/7/10
Date

John S. Ridilla
Deputy City Attorney

WRI CHARLESTON COMMONS, LLC
A Delaware Limited Liability Company

By: 
Name: **M. Candace DuFour**
Sr. Vice President
Title: _____

EXHIBIT "A"

Easement Document

APN: 140-32-802-007

WHEN RECORDED MAIL AND
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NV 89101

RIGHT OF WAY GRANT FOR EMERGENCY VEHICLE ACCESS

I (WE): WRI CHARLESTON COMMONS, LLC.
a Delaware limited liability company

the undersigned, for and in consideration of the sum of Seven Hundred Eighty Dollars (\$780.00) 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 ingress and egress purposes upon, over, under and across the following described parcel of land. Said parcel of land being described as follows:

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

***EASEMENT MAY NOT BE ALTERED OR CHANGED UNLESS APPROVED
BY THE CITY OF LAS VEGAS FIRE DEPARTMENT***

**For: An easement to provide emergency vehicle access to the Las Vegas Wash Trail
through APN 140-32-802-007**

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

APN: 140-32-802-007
OWNER: WRI CHARLESTON COMMONS, LLC.
TYPE DOC: Emergency Vehicle Access Easement
LOCATION: N/side of Charleston, W/of Nellis

Witness _____ hand(s) _____ this 13th day of Aug, 2009

WRI CHARLESTON COMMONS, LLC,
a Delaware limited liability company

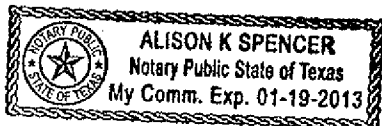
By: M Candace DuFour
Name: M. Candace DuFour
Title: Sr. Vice President

STATE OF Texas)
) ss.
COUNTY OF Harris)

On August 13, 2009 personally appeared before me, a Notary Public,
(Date)
M. Candace DuFour, Sr. Vice President
(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 She executed the above instrument.

Alison K Spencer
(Notary Public Signature)



DUE TO CLARK COUNTY RECORDING
STANDARDS, PLEASE DO NOT WRITE,
TYPE AND/OR STAMP WITHIN THE
1" BORDER OF THIS DOCUMENT



ENGINEERS PLANNERS SURVEYORS

APN: 140-32-802-007

GRANTOR: WRI CHARLESTON COMMONS L.L.C

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS AN ACCESS EASEMENT IN SUPPORT OF THE "LAS VEGAS WASH TRAIL" PROJECT.

DESCRIPTION

A PORTION OF "LOT A" AS SHOWN BY MAP THEREOF RECORDED IN FILE 115, PAGE 77 OF PARCEL MAPS, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89°26'23" WEST, 590.00 FEET; THENCE NORTH 00°33'37" WEST, 50.00 FEET TO THE **POINT OF BEGINNING** ON THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AS DESCRIBED IN "GRANT DEED" RECORDED MAY 16, 1956 IN BOOK 94, AS INSTRUMENT NUMBER 78195 IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER; THENCE ALONG A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN PARCEL DESCRIBED IN "RIGHT-OF-WAY GRANT FOR DRAINAGE PURPOSES" RECORDED APRIL 11, 1972 IN BOOK 222, AS INSTRUMENT NUMBER 181499 OF OFFICIAL RECORDS, NORTH 00°33'37" WEST, 20.00 FEET; THENCE NORTH 89°26'23" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS, NORTH 00°33'37" WEST; THENCE SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 31.42 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH LINE, SOUTH 89°26'23" WEST, 32.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 726 SQ.FT.

END OF DESCRIPTION

KURT F. ORBAN, PLS
NEVADA LICENSE NO.: 17828
EXPIRES: 12/31/09



BASIS OF BEARINGS:

DECEMBER 17, 2008

SOUTH 46°21'01" WEST, BEING THE BEARING OF THE LINE BETWEEN LAS VEGAS VALLEY WATER DISTRICT C.O.R.S. STATION NVTP AND LAS VEGAS VALLEY WATER DISTRICT C.O.R.S. STATION LVWD. SAID BEARING IS BASED UPON THE NORTH AMERICAN DATUM OF 1983, EPOCH DATE OF 2002, PUBLISHED NEVADA EAST ZONE (2701) STATE PLANE COORDINATE VALUES AS SHOWN BY NATIONAL GEODETIC SURVEY DATA SHEETS

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12/17/2008 By: KFO Ckd. By: CM

6655 SOUTH CIMARRON ROAD. / LAS VEGAS, NEVADA 89113 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-4379
SUMMERLIN OFFICE FAX: (702) 804-2295 • RAINBOW OFFICE FAX: (702) 804-2299

APN 140-32-802-007

GRANTOR: WRI CHARLESTON COMMONS

A PORTION OF "LOT A" AS SHOWN BY MAP THEREOF RECORDED IN FILE 115, PAGE 77 OF PARCEL MAPS, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



SCALE: 1" = 50'

LINE	BEARING	DISTANCE
L1	N00°33'37"W	20.00'
L2	N89°26'23"E	52.00'
L3	S89°26'23"W	32.00'

ACCESS EASEMENT
PER FILE 52, PAGE
32 OF PARCEL MAPS

"LOT A" PER FILE 115,
PAGE 77 OF PARCEL MAPS
APN 140-32-802-007
WRI CHARLESTON
COMMONS LLC

$\Delta = 90^{\circ}00'00''$
 $R = 20.00'$
 $L = 31.42'$
 $T = 20.00'$

CHARLESTON BOULEVARD
PUBLIC STREET PER
"GRANT DEED" (5/16/56)
O.R. 94-78195

SECTION 32 | 33
CORNER 4

Q:\055\412\633\exhibits\14032801004.dwg



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD. LAS VEGAS, NEVADA 89146

SHEET 2 OF 2

EXHIBIT "B"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

EXHIBIT "B"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Andrew Alexander	President + CEO	2600 Citadel Plaza Dr.
2.	Jeffrey Tucker	Senior Vice President	Houston TX 77008
3.	Stephen Richter	Ex. Vice Pres, CFO, Asst.	713/880-6114
4.		Secretary + Treasurer	
5.	M. Candace VanFour	Senior Vice President +	
6.		Secretary	
7.	Joe Shafer	Vice President + Assistant	
8.		Secretary	
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Block 5	Disclosure of Ownership and Principals—Alternate <i>N/A</i>
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	
Number of Pages: _____	

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Mr *Mr. Adams* _____
Name

August 13th 2009 _____
Date

Subscribed and sworn to before me this *13th* day
of

August, 200*9*.
Alison K Spencer
Notary Public

