

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into this 18th day of May 2011 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada ("District"). The City and the District are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City owns Assessor's Parcel Number 139-27-708-013, commonly known as 833 North Las Vegas Boulevard, Las Vegas, County of Clark, Nevada ("Library Parcel") and the District leases the Library Parcel from the City for the operation of the Las Vegas Library (collectively the Lease, as amended, shall be referred to herein as "Lease"); and

WHEREAS, the City owns Assessor's Parcel Number 139-27-708-016, commonly known as 821 North Las Vegas Boulevard, Las Vegas, County of Clark, Nevada ("Whipple Parcel") adjacent to the Library Parcel; and

WHEREAS, the aforementioned Library and Whipple Parcels were created by the Clark County Tax Assessor for administrative convenience and not pursuant to a recorded parcel map created in conformance with Nevada Revised Statute ("NRS") 278.461; and

WHEREAS, the City has recorded a parcel map, attached hereto as Exhibit A and incorporated herein by this reference, in accordance with NRS 278.461 to create legal parcels for the Library (Parcel 2) and Whipple (Parcel 1) sites; and

WHEREAS, the District desires to use a portion of the Parcel 1, depicted on Exhibit A, attached hereto and incorporated herein by this reference, ("Encroachment Area") to maintain existing landscaping improvements installed by the District pursuant to the Lease; and

WHEREAS, the Parties desire to enter this Agreement to evidence the consent of the City to permit the District to enter the Encroachment Area to perform landscape activities as authorized hereunder (the "Encroachment").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged by the City, and of other good and sufficient considerations, the Parties agree to the following terms, covenants and conditions.

AGREEMENT

1. Encroachment Authorized. The City hereby permits the District to enter the Encroachment Area to perform landscape activities, including without limitation, maintenance of retaining wall, gravel mulch, plants, and irrigation.

2. Nature of Permit. This Agreement shall not be deemed to transfer any real property interest of the City in and to either the Encroachment Area or Parcel 1, as depicted on Exhibit A. The rights of encroachment that are granted herein are in the nature of a license only and are subject to termination by either party as provided for in Section 4 below.

3. Use Authorized. This Agreement does not authorize any use of the Encroachment Area or the airspace thereabove, other than for the use authorized in Section 1 above.

4. Term and Termination. This Agreement shall be in full force on the Effective Date and shall remain in full force and effect so long as the District leases Parcel 2, as depicted on Exhibit A from the City, subject to the termination provision herein. At either City's or District's sole discretion and for any or no reason, either Party may terminate this Agreement at any time with thirty (30) calendar days written notice to the other Party. If the District refuses to maintain the Encroachment Area after receiving notice from the City pursuant to Section 5 below, the City shall have the right to immediately terminate this Agreement.

5. Maintenance. The District, at their own cost and expense, shall maintain the Encroachment Area in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. Maintenance includes, without limitation, maintaining the original grade (including retaining wall) of the Encroachment Area; removal of weeds, trash and debris; and maintenance of plants and irrigation. In the event the District fails or refuse to maintain the Encroachment Area in a manner that is satisfactory to City and further fails or refuses to take corrective action within seven(7) calendar days after its receipt of written notice from City, City, at its option, may perform or cause to be performed any repair or maintenance on the Encroachment Area and may exercise City's termination rights pursuant to Section 4 herein.

If the District desires to make any material change to the Encroachment Area, the District shall submit a landscape plan indicating the size, type and location of any grade, planting, ground cover and irrigation changes. The City's approval of any such changes proposed by the District shall not be unreasonably delayed or conditioned.

6. 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.

7. 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 the activities involving this Agreement. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its agents, officers, and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this Agreement whether those actions were performed by its agents, officers, employees, contractors, participants, attendees, and/or invitees.

8. Compliance with Laws and Regulations. The District further agrees that, during the existence of this Agreement, the maintenance and use of the Encroachment Area, shall conform in every respect to all current and subsequently enacted building and related statutes, ordinances, codes, orders, resolutions, rules and regulations.

9. Notices. Any notice which is required or permitted to be given under this Agreement shall be delivered in person or mailed to the parties and addresses listed below:

TO THE CITY:

City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

TO THE DISTRICT:

Las Vegas-Clark County Library District
ATTN: Jeanne Goodrich, Executive Director
7060 W. Windmill Lane
Las Vegas, Nevada 89133

WITH COPY TO:

City of Las Vegas
Real Estate & Utilities
Attn: Real Estate Superintendent
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

WITH COPY TO:

Las Vegas-Clark County Library District
ATTN: Stephen J. Rice, General
Services Director
7060 W. Windmill Lane
Las Vegas, Nevada 89133

10. Non-Binding Upon Successors. It is understood and agreed this Agreement shall not run with the land and shall not be binding upon any subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the Library Property. The rights granted herein by City to the District are for the sole benefit of the District and no other subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the Library Property.

11. Recordation. The Parties agree that this Agreement shall not be filed and recorded in the Office of the County Recorder of Clark County, Nevada.

12. Paragraph Headings. The paragraph headings, which appear herein, are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

13. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

14. Governing Law. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The Parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

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15. Acknowledgement. The City and the District acknowledge that they have received independent legal advice from an attorney or other competent party with respect to the advisability of entering this Agreement subject to the terms, covenants and conditions herein. The City and the District acknowledge that they have read this Agreement and understand the contents herein. The persons executing this Agreement on behalf of each party are empowered to do so and thereby bind each party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

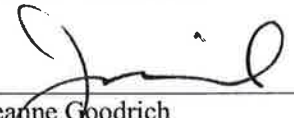
By: 
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By: 
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

**THE LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT**

By: 
Jeanne Goodrich
Executive Director

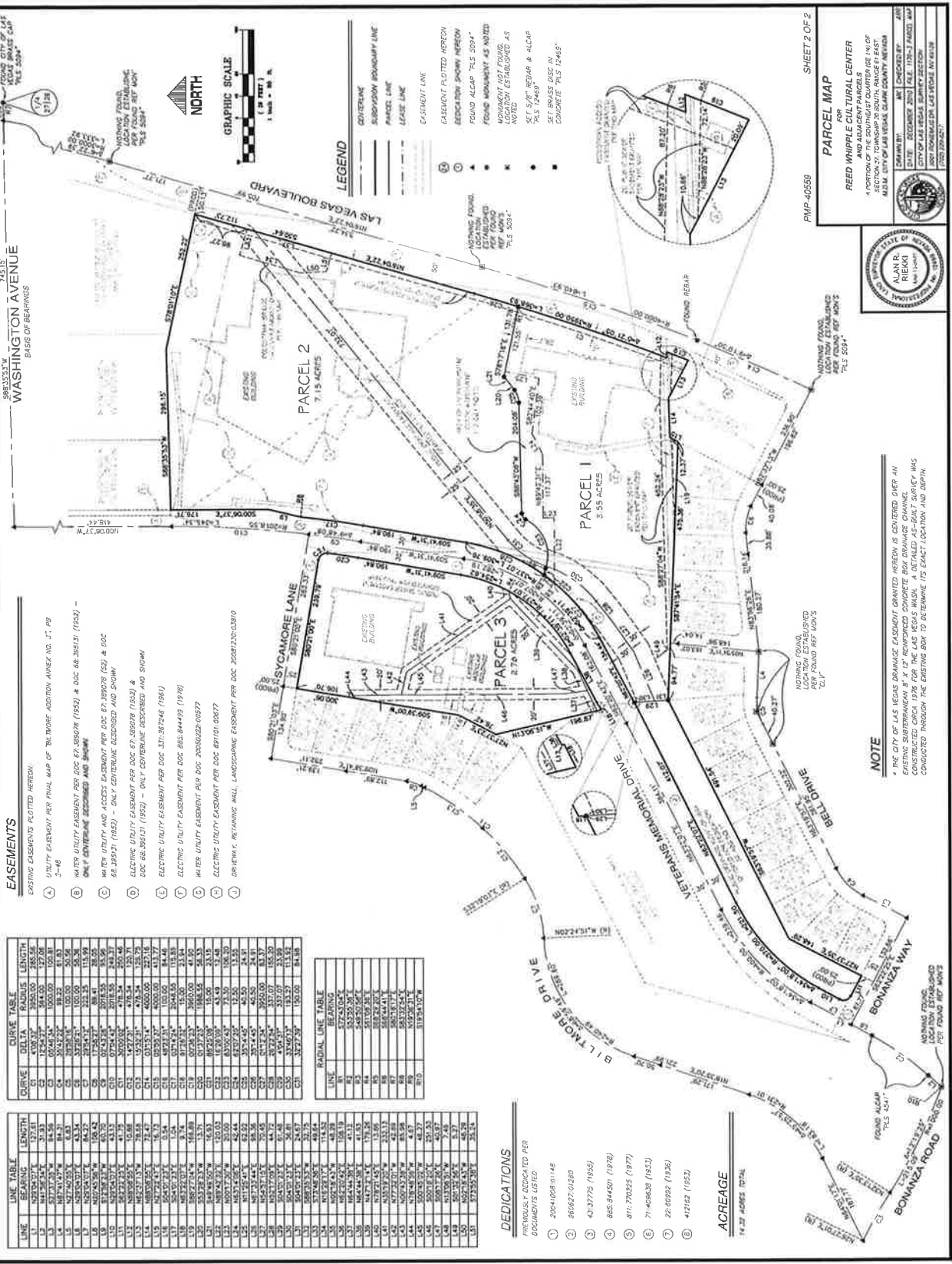
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Notary Acknowledgements on Next Page

ENCROACHMENT LICENSE AGREEMENT

EXHIBIT A

Parcel Map



- EASEMENTS**
- EXISTING EASEMENTS PLICATED HEREON
- (A) UTILITY EASEMENT PER FINAL MAP OF "BILMORE ADDITION ANNEX NO. 37, PG 2-48"
 - (B) WATER UTILITY EASEMENT PER DOC 67,39078 (1952) & DOC 68,395131 (1952) - ONLY CENTERLINE RECORDS AND SHOW
 - (C) WATER UTILITY AND ACCESS EASEMENT PER DOC 67,39078 (1952) & DOC 68,395131 (1952) - ONLY CENTERLINE RECORDS AND SHOW
 - (D) ELECTRIC UTILITY EASEMENT PER DOC 67,39078 (1952) & DOC 68,395131 (1952) - ONLY CENTERLINE RECORDS AND SHOW
 - (E) ELECTRIC UTILITY EASEMENT PER DOC 311-362748 (1961)
 - (F) ELECTRIC UTILITY EASEMENT PER DOC 682-844493 (1978)
 - (G) WATER UTILITY EASEMENT PER DOC 20650222-00877
 - (H) ELECTRIC UTILITY EASEMENT PER DOC 89101-00677
 - (I) DRIVEWAY, RETAINING WALL, LANDSCAPING EASEMENT PER DOC 20892202-03010

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	4309.317	3250.00	385.54
C2	105.441	1000.00	165.80
C3	105.441	1000.00	165.80
C4	355.622	81.22	61.83
C5	355.622	100.00	50.56
C6	355.622	100.00	50.56
C7	204.141	222.55	115.99
C8	172.827	88.41	28.25
C9	172.827	88.41	28.25
C10	3070.000	478.34	250.48
C11	3070.000	2018.53	848.73
C12	1457.714	478.34	155.71
C13	1457.714	478.34	155.71
C14	4000.000	4000.00	2217.16
C15	6730.237	6000.00	413.77
C16	6730.237	6000.00	413.77
C17	6730.237	6000.00	413.77
C18	6730.237	6000.00	413.77
C19	3178.541	15.00	23.84
C20	3178.541	15.00	23.84
C21	897.550	3344.95	114.48
C22	1620.500	43.49	3.48
C23	1620.500	43.49	3.48
C24	1620.500	43.49	3.48
C25	3574.455	45.50	24.91
C26	3574.455	45.50	24.91
C27	3574.455	45.50	24.91
C28	3574.455	45.50	24.91
C29	4594.534	257.07	22.28
C30	33269.731	133.25	114.15
C31	33269.731	133.25	114.15
C32	33269.731	133.25	114.15

RADIAL LINE TABLE

LINE	BEARING
R1	S72°43'04"E
R2	S72°43'04"E
R3	S53°55'30"E
R4	S53°55'30"E
R5	S51°09'25"E
R6	S51°09'25"E
R7	S80°10'17"E
R8	S80°10'17"E
R9	S80°10'17"E
R10	S102°01'07"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S29°02'17"E	127.61
L2	S29°02'17"E	127.61
L3	S44°10'27"E	84.36
L4	S44°10'27"E	84.36
L5	S42°46'02"E	6.83
L6	S42°46'02"E	6.83
L7	S42°46'02"E	6.83
L8	S42°46'02"E	6.83
L9	S42°46'02"E	6.83
L10	S42°46'02"E	6.83
L11	S42°46'02"E	6.83
L12	S42°46'02"E	6.83
L13	S42°46'02"E	6.83
L14	S42°46'02"E	6.83
L15	S42°46'02"E	6.83
L16	S42°46'02"E	6.83
L17	S42°46'02"E	6.83
L18	S42°46'02"E	6.83
L19	S42°46'02"E	6.83
L20	S42°46'02"E	6.83
L21	S42°46'02"E	6.83
L22	S42°46'02"E	6.83
L23	S42°46'02"E	6.83
L24	S42°46'02"E	6.83
L25	S42°46'02"E	6.83
L26	S42°46'02"E	6.83
L27	S42°46'02"E	6.83
L28	S42°46'02"E	6.83
L29	S42°46'02"E	6.83
L30	S42°46'02"E	6.83
L31	S42°46'02"E	6.83
L32	S42°46'02"E	6.83
L33	S42°46'02"E	6.83
L34	S42°46'02"E	6.83
L35	S42°46'02"E	6.83
L36	S42°46'02"E	6.83
L37	S42°46'02"E	6.83
L38	S42°46'02"E	6.83
L39	S42°46'02"E	6.83
L40	S42°46'02"E	6.83
L41	S42°46'02"E	6.83
L42	S42°46'02"E	6.83
L43	S42°46'02"E	6.83
L44	S42°46'02"E	6.83
L45	S42°46'02"E	6.83
L46	S42°46'02"E	6.83
L47	S42°46'02"E	6.83
L48	S42°46'02"E	6.83
L49	S42°46'02"E	6.83
L50	S42°46'02"E	6.83
L51	S42°46'02"E	6.83
L52	S42°46'02"E	6.83
L53	S42°46'02"E	6.83
L54	S42°46'02"E	6.83
L55	S42°46'02"E	6.83
L56	S42°46'02"E	6.83
L57	S42°46'02"E	6.83
L58	S42°46'02"E	6.83
L59	S42°46'02"E	6.83
L60	S42°46'02"E	6.83
L61	S42°46'02"E	6.83
L62	S42°46'02"E	6.83
L63	S42°46'02"E	6.83
L64	S42°46'02"E	6.83
L65	S42°46'02"E	6.83
L66	S42°46'02"E	6.83
L67	S42°46'02"E	6.83
L68	S42°46'02"E	6.83
L69	S42°46'02"E	6.83
L70	S42°46'02"E	6.83
L71	S42°46'02"E	6.83
L72	S42°46'02"E	6.83
L73	S42°46'02"E	6.83
L74	S42°46'02"E	6.83
L75	S42°46'02"E	6.83
L76	S42°46'02"E	6.83
L77	S42°46'02"E	6.83
L78	S42°46'02"E	6.83
L79	S42°46'02"E	6.83
L80	S42°46'02"E	6.83
L81	S42°46'02"E	6.83
L82	S42°46'02"E	6.83
L83	S42°46'02"E	6.83
L84	S42°46'02"E	6.83
L85	S42°46'02"E	6.83
L86	S42°46'02"E	6.83
L87	S42°46'02"E	6.83
L88	S42°46'02"E	6.83
L89	S42°46'02"E	6.83
L90	S42°46'02"E	6.83
L91	S42°46'02"E	6.83
L92	S42°46'02"E	6.83
L93	S42°46'02"E	6.83
L94	S42°46'02"E	6.83
L95	S42°46'02"E	6.83
L96	S42°46'02"E	6.83
L97	S42°46'02"E	6.83
L98	S42°46'02"E	6.83
L99	S42°46'02"E	6.83
L100	S42°46'02"E	6.83

- DEDICATIONS**
- PREVIOUSLY DEDICATED PER DOCUMENTS LISTED
- (1) 2004-008-01148
 - (2) 866827-01280
 - (3) 43-37775 (1955)
 - (4) 865-844507 (1978)
 - (5) 81-770255 (1977)
 - (6) 71-469628 (1952)
 - (7) 22-6592 (1936)
 - (8) 412182 (1932)

ACREAGE

74.27 ACRES TOTAL

PMP-40559 SHEET 2 OF 2

PARCEL MAP

REED WHIPPLE CULTURAL CENTER
A PORTION OF THE SOUTHWEST QUARTER 16 IN OF SECTION 16, T12N, R10E, S12E, 12-1/4 NEAR AND ADJACENT PARCELS AND A PORTION OF THE SOUTHWEST QUARTER 16 IN OF SECTION 16, T12N, R10E, S12E, 12-1/4 NEAR AND ADJACENT PARCELS

DATE: DECEMBER 2003
CITY OF LAS VEGAS SURVEY SECTION
BY: ALAN R. RIECKI
REGISTERED PROFESSIONAL SURVEYOR

NOTED: THIS PARCEL MAP WAS PREPARED BY THE CITY OF LAS VEGAS SURVEY SECTION AND IS SUBJECT TO THE CITY'S POLICY ON PARCEL MAPS.

NOTE

THE CITY OF LAS VEGAS DRAINAGE EASEMENT GRANTED HEREON IS CONSIDERED OBTAIN AN EXISTING SUBPERMANENT 3' X 12" REINFORCED CONCRETE BOX DRAINAGE CHANNEL, CONSTRUCTED CIRCA 1936 FOR THE LAS VEGAS WASH. A DETAILED AS-BUILT SURVEY WAS CONDUCTED THROUGH THE EXISTING BOX TO DETERMINE ITS EXACT LOCATION AND DEPTH.