

APN: 161-10-701-015

When recorded, return to:
CCPW-Survey Division
PO Box 554000
Las Vegas, NV 89155-4000

GRANT OF PUBLIC DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **City of Las Vegas, a government entity**, **GRANTOR**, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant and convey unto the **COUNTY OF CLARK**, a political subdivision of the State of Nevada, its successors and assigns, **GRANTEE**, a permanent, perpetual easement and right-of-way for the permanent and perpetual drainage, water and the flow of water above ground and/or below ground, including, but not limited to pipes, boxes, manholes, headwalls, channels, culverts, gutters, and/or other structures over, on, under, across, and through the hereinafter described parcel of land in Clark County, Nevada ("Easement"); Said Easement granted herein will be maintained by **GRANTOR** at **GRANTOR'S** sole cost and expense. Clark County has no obligation to maintain the Easement set forth herein, but Clark County may utilize the Easement and exercise the rights granted herein for health, safety, protection, and welfare of the public.

The **GRANTOR** retains the right to use the Easement for a parking lot, as set forth in **GRANTOR'S** approved offsite improvement plans titled "**WATER POLLUTION CONTROL FACILITY SOLAR PHOTOVOLTAIC PROJECT**". No other structures, improvements or buildings may be constructed or installed without the written approval of the **GRANTEE**.

GRANTOR understands and agrees that, upon receipt of written notice from **GRANTEE**, it will remove any or all of its improvements within the Easement area, as required by the **GRANTEE**, at **GRANTOR'S** sole cost and expense, and at no cost or expense to the **GRANTEE**, within the time period required within the notice.

GRANTOR acknowledges that **GRANTEE** has the right to dig, remove, or destroy any of **GRANTOR'S** improvements on, over, in, or within the Easement without liability to **GRANTEE**. **GRANTOR** shall be responsible for the repair and/or replacement of **GRANTOR'S** improvements. Grantor understands and agrees that **GRANTEE** will not be responsible for the repair and/or replacement of any of **GRANTOR'S** improvements even if the **GRANTEE** is the cause for the repair and/or replacement.

GRANTOR, shall absolve, indemnify, defend and hold harmless the **GRANTEE** and its officers, agents, employees and volunteers, against and from any and all liability, fines, loss, damage, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney's fees, and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property whatsoever when such injury, death, loss, destruction, claim or damage is due to or arising from **GRANTOR'S** property, any work, action or inaction by the **GRANTOR**, its officers, employees, agents and volunteers, represented as contractor, or sub-contractor.

If **GRANTOR** fails to maintain the Easement and comply with the conditions contained herein, **GRANTEE**, at its option and in its sole discretion, may perform the work at **GRANTOR'S** sole cost and expense. **GRANTOR** will pay **GRANTEE** for such costs and expenses within thirty (30) days of receipt of invoice.

TREELINE DRIVE SOUTH OF VEGAS VALLEY DRIVE

Said Easement is fully described in Exhibit "A" attached hereto and made a part hereof by reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and in any way appertaining.

This Grant of Easement will be recorded in the Office of the County Recorder and will constitute a covenant running with the land and shall bind the Grantor, and its successors and assigns, to the terms and conditions herein.

Sep. Doc. No: 0033-11
HTE. No: 10-35509

Reviewed/Approved date _____
BY Steven Williams, CCPW-Survey Division

City of Las Vegas, a government entity

BY: **CAROLYN G. GOODMAN, MAYOR**

This instrument was acknowledged before me on the _____ day of _____, 2011,
by **CAROLYN G. GOODMAN as Mayor for the City of Las Vegas, Nevada**

Notary Public

ATTEST:

BEVERLY K. BRIDGES, MMC
CITY CLERK

Approved as to form

John S. Radillo 11/3/11 Date
John S. Radillo
Deputy City Attorney

EXHIBIT "A"
DESCRIPTION OF
PUBLIC DRAINAGE EASEMENT
CLV SOLAR SITE
SWE REF. NO. 091005

SITUATE IN THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING A PORTION OF THE PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, THENCE ALONG THE EAST LINE THEREOF SOUTH 00°23'30" WEST 797.96 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.50 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 23°33'30" EAST, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 160.66 FEET THROUGH A CENTRAL ANGLE OF 182°16'55" TO A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 14.50 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 21°16'35" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 7.69 FEET THROUGH A CENTRAL ANGLE OF 30°23'18" TO THE SOUTHEASTERLY CORNER OF THAT PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 20080521, DOCUMENT NO. 04091, CLARK COUNTY, NEVADA OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF PROPERTY AS DESCRIBED IN SAID DEED, SOUTH 89°51'07" WEST 224.20 FEET; THENCE DEPARTING SAID PROPERTY LINE SOUTH 00°08'53" EAST 15.00 FEET; THENCE NORTH 89°51'07" EAST 156.46 FEET; THENCE SOUTH 00°09'21" EAST 47.85 FEET; THENCE SOUTH 16°05'30" EAST 34.26 FEET; THENCE SOUTH 29°11'14" EAST 82.01 FEET; THENCE SOUTH 00°23'30" WEST 1564.20 FEET; THENCE SOUTH 32°44'27" WEST 100.25 FEET TO THE WESTERLY PROPERTY LINE OF THAT PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG SAID PROPERTY LINE SOUTH 21°08'26" EAST 61.90 FEET; THENCE DEPARTING SAID PROPERTY LINE NORTH 32°44'27" EAST 151.24 FEET TO THE EAST LINE OF SAID WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, ALSO BEING THE EAST PROPERTY LINE OF THE PROPERTY AS DESCRIBED IN THE DEED RECORDED IN BOOK 0009, DOCUMENT NO. 00007082, RECORDED FEBRUARY 9, 1970, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG SAID EAST LINE NORTH 00°23'30" EAST 1648.72 FEET TO THE **POINT OF BEGINNING**.

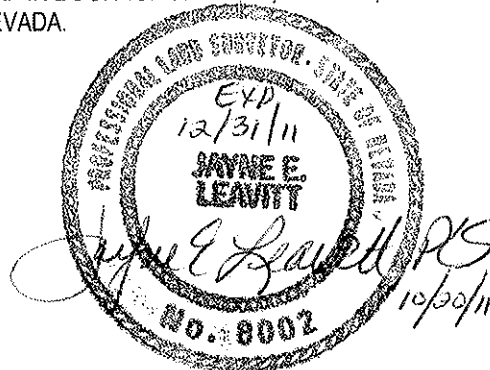
SAID EASEMENT CONTAINS 2.2 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS, SOUTH 00°23'30" WEST, IS THE EAST LINE OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THE MAP IN BOOK 137 OF PLATS, PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PREPARED BY:

JAYNE E. LEAVITT, PLS
ACTING AS AN AGENT FOR:
SOUTHWEST ENGINEERING
4079 N. RANCHO DRIVE, #180
LAS VEGAS NV 89130



LINE TABLE		
LINE	BEARING	LENGTH
L5	S89°51'07"W	224.20
L6	S00°08'53"E	15.00
L7	N89°51'07"E	156.46
L8	S00°09'21"E	47.85
L9	S16°05'30"E	34.26
L10	S29°11'14"E	82.01
L11	S00°23'30"W	1564.20
L12	S32°44'27"W	100.25
L13	S21°08'26"E	61.90
L14	N32°44'27"E	151.24
L15	N00°23'30"E	1648.72
R17	S23°33'30"E	50.50
R18	S21°16'35"E	14.50
L19	S00°23'30"W	797.96

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	182°16'55"	160.66	50.50	2535.60
C2	30°23'18"	7.69	14.50	3.94

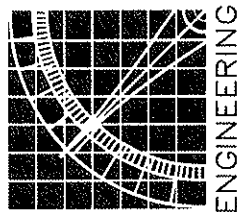
PUBLIC DRAINAGE EASEMENT EXHIBIT

1"=500'

CLV SOLAR SITE

091005/dwg/CLVSolarPDE.dwg

PAGE OF



SOUTHWEST

LAND PLANNING • MAPPING • DEVELOPMENT

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