

BOARD OF REGENTS BRIEFING PAPER

1. **AGENDA ITEM TITLE:** Sale of Land Located in the Las Vegas Medical District to the City of Las Vegas and Granting of Associated Easements to NV Energy and the Las Vegas Valley Water District for Streetscape Improvements, UNLV

MEETING DATE: June 11-12, 2020

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Background Information

On July 19, 2019, the Board of Regents granted UNLV the ability to sell land to the City of Las Vegas (the “City”) contiguous to the Shadow Lane Campus (the “Campus”) and 1707 W. Charleston Blvd. for the purpose of accommodating pedestrian streetscape improvements consistent with the Las Vegas Medical District Plan. These property sales were finalized in October 2019.

Project Details

As a different phase of work for the same City improvement project noted above, the City has requested to acquire 6,269 square feet (or approximately .14 acres) of UNLV-owned property located at 1001 Shadow Lane (the “Property”), which bears Clark County Assessor Parcel Number 139-33-406-006. The City’s plan is to make improvements along the western perimeter of the Campus on Shadow Lane, and because additional infrastructure is needed to support the improvements, the City, NV Energy, and Las Vegas Valley Water District (the “LVVWD”) are requesting easements for traffic control devices and utility infrastructure. The location of the acquisition and easement areas associated with the transaction are incorporated hereto as “Attachment A.”

The streetscape enhancements will include sidewalk widening, landscape installation, new striping, and the addition of bike lanes, streetlights, pedestrian crossings, and special Medical District style bus turnouts. In some cases, utilities will be relocated underground, traffic signals will be repositioned, existing easements will be moved, and some new easements will be added.

The City has identified October 2020 as the project start date, and UNLV will receive advance notification prior to the beginning of construction. Impacts to the Campus are anticipated to be limited in nature, and the project will not cause a permanent loss of UNLV parking or impede Campus ingress/egress long-term. The project improvements are advantageous to UNLV as they will enhance the character of the area, upgrade the frontage of UNLV-owned properties, and improve pedestrian and bicycle facilities in the right-of-way which are expected to increase safety for students, staff, and the general public.

Below are the agreements NSHE/UNLV will be required to execute to finalize the transaction. UNLV will permanently transfer its property ownership rights to the appropriate Grantee for the areas specified in the exhibits attached to the documents. The Authorization to Enter Property does not require a permanent transfer of ownership rights. It instead grants temporary use of the specified area to the City during the construction period that will last no longer than twenty-four (24) months.

Grantee	Document Type	Square Footage/Acreage	Reference Document*
City of Las Vegas	Purchase Agreement & Grant Bargain Sale Deed	6,269 Square Feet .14 Acres	Attachments B & C
City of Las Vegas	Authorization to Enter Property	13,598 Square Feet .31 Acres	Attachment D
NV Energy	Grant of Easement	1,901 Square Feet .04 Acres	Attachment E
City of Las Vegas/NV Energy	Easement for Traffic Control Devices	25 Square Feet .0006 Acres	Attachments E & F
LVVWD	Non-Exclusive Easement	559 Square Feet .013 Acres	Attachment G

* Reference Documents incorporated hereto as “Attachments B – G.”

Proposed Compensation

The City contracted with Valbridge Property Advisors to perform an appraisal. This appraisal indicated the land value of the Property was \$25 per square foot. UNLV had Valuation Consultants perform a review of the Valbridge appraisal which concluded that \$36 per square foot was the current market rate for the vacant land. Based on the outcome of the review report, UNLV proposed that the City reimburse the university \$36 per square foot to acquire the land and, in the spirit of collaboration, the City agreed to compensate UNLV this amount. Summaries of the Valbridge appraisal dated December 16, 2019 and the Valuation Consultants appraisal review dated March 11, 2020 are incorporated hereto as “Attachment H” and “Attachment I” respectively.

UNLV will be compensated for the loss of decorative rock, metal grating, landscaping, irrigation, and concrete within the acquisition area. The three easements requested are valued at seventy-five percent (75%) of the \$36 per square foot rate because the appraisal concluded only seventy-five percent (75%) of ownership rights will be acquired by the noted utility entities, reducing the value of the property to UNLV, but still providing UNLV some limited property rights in the easement areas. Valuation Consultants concurred this analysis was appropriate due to the nature and characteristics of the easements.

Below is a summary of the just compensation UNLV will receive from the City.

	Square Footage	Price per Square Foot	Compensation Amount
Right of Way Acquisition	6,269	\$36	\$225,684
NV Energy Easement	1,901	75% of \$36	\$ 51,327
NV Energy/City Easements	25	75% of \$36	\$ 675
LVVWD Easement	559	75% of \$36	\$ 15,093
Loss of Existing Improvements	N/A	N/A	\$ 58,292
Total Compensation			\$351,071

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Marta Meana requests approval to finalize the City’s acquisition of 6,269 square feet of land, payment to UNLV for the loss of improvements in the City acquisition land area, and payment to UNLV for granting three utility easements at 1001 Shadow Lane. President Meana further requests that the Chancellor be authorized to finalize, approve, and execute all documentation necessary to complete the transaction described herein, provided such documents are first approved as to form by NSHE Chief General Counsel.

4. IMPETUS (WHY NOW?):

The acquisition of UNLV land by the City and granting of easements to the noted utility entities are needed to accommodate the City streetscape improvement project and associated infrastructure improvements for the Las Vegas Medical District (the “LVMD”).

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase participate in post-secondary education)**
- Success (Increase student success)**
- Close the Achievement Gap (Close the achievement gap among underserved student populations)**
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)**
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)**
- Not Applicable to NSHE Strategic Plan Goals**

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

- Development of higher-quality neighborhood streetscapes and infrastructure in the LVMD helps to attract and retain accomplished researchers, faculty, and students, contributing to a robust research and educational environment.
- Quality infrastructure and streetscapes create a more inviting neighborhood atmosphere that attracts students and faculty, enhancing access to higher education and contributing to workforce development.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- While there will be nominal impacts to the Campus land area, the City improvement project will enhance the perimeter/edge of the Campus.
- UNLV will receive fair market value compensation for the land acquisition and granting of easements, in addition to reimbursement for removal of existing improvements.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None noted.

8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

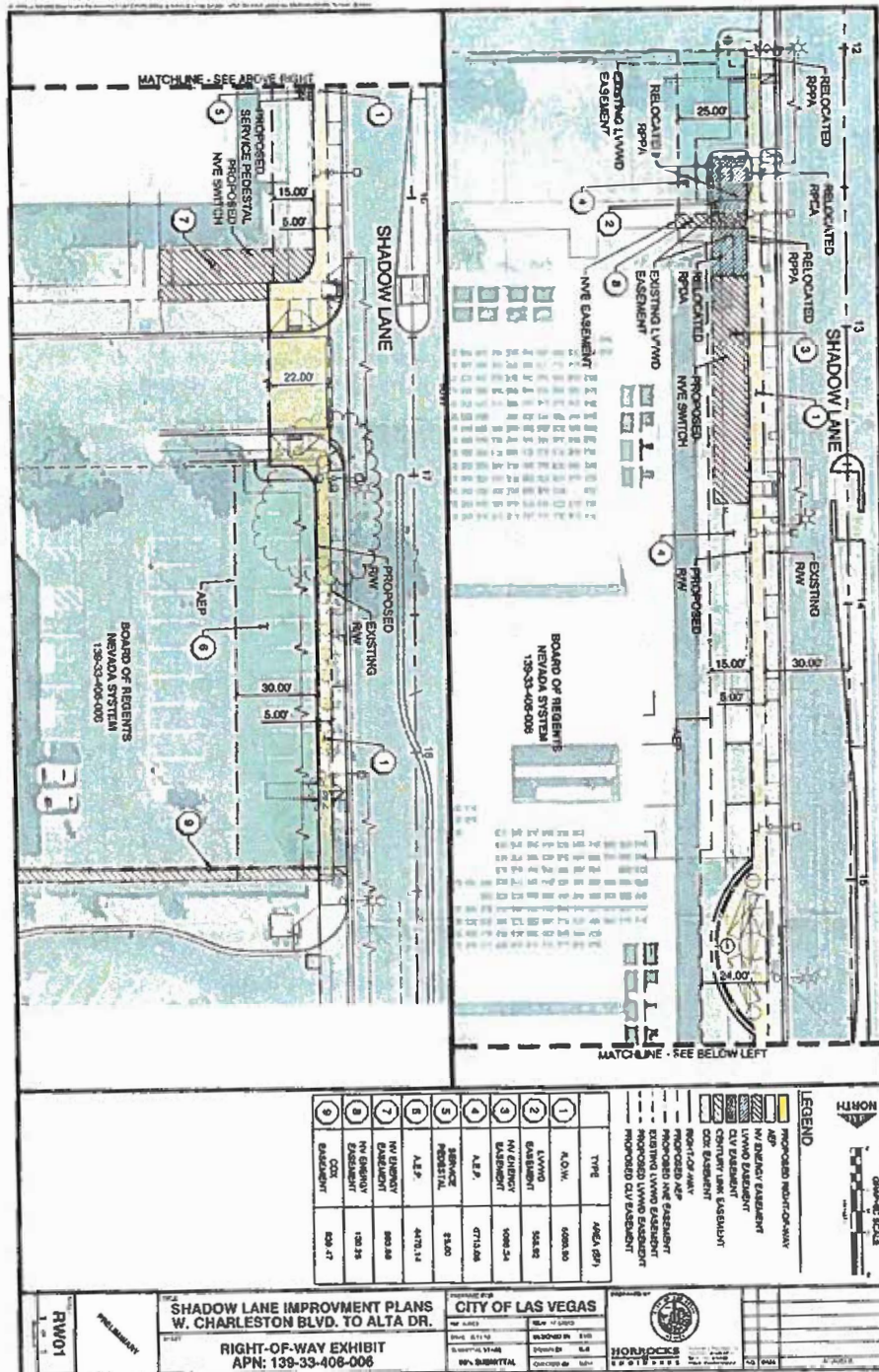
Do not agree to the settlement proposed by the City.

9. RECOMMENDATION FROM THE CHANCELLOR’S OFFICE:

10. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9), Table 9.1
- Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
- Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
- Other: _____
- Fiscal Impact: Yes ___ No X
- Explain: There is no cost to UNLV; UNLV will receive compensation from the City of Las Vegas in the amount of \$351,071.

ATTACHMENT "A"



ATTACHMENT "B"

Project: Shadow Lane
Improvements
Parcel: 139-33-406-006

PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, between BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of of the University of Nevada, Las Vegas, hereinafter called the OWNER, and the CITY OF LAS VEGAS, NEVADA, hereinafter called the CITY.

RECITALS

WHEREAS, CITY is acquiring rights of way for the Shadow Lane Improvement Project ("Project") to improve Shadow Lane with widened sidewalks, underground utilities, restriping of new pavement, and overall streetscape improvements; and

WHEREAS, OWNER is willing to sell and convey to CITY portions of its Property, as defined below, to further the goal of the Project.

NOW, THEREFORE, the parties agree to the following:

AGREEMENT

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:
 - A. To sell and convey to the CITY a portion of a certain Assessor's Parcel Number 139-33-406-006 described and attached hereto as Exhibit A & B (the "Property").
 - B. To deliver to the CITY a grant, bargain, and sale deed conveying to the CITY the Property described and attached hereto as Exhibit A & B, free and clear of any and all liens and encumbrances known to OWNER, except those identified as exceptions in the Title Report.
 - C. To deliver to the CITY an Authorization to Enter Property upon, over, and across a portion of the Property described and attached hereto as Exhibit C for a time period not to exceed 6 months. Commencement of this time period will begin upon at least two weeks advance notification from CITY or CITY'S contractor.
 - D. To sell and convey to the CITY an easement interest in a portion of a certain Assessor's Parcel Number 139-33-406-006 described and attached hereto as Exhibit D & E.
 - E. To deliver to the CITY an easement deed conveying to the CITY an easement

interest in the Property described and attached hereto as Exhibit D & E, free and clear of any and all liens and encumbrances known to OWNER, except those identified as exceptions in the Title Report.

F. To sell and convey to Las Vegas Valley Water District an easement interest in a portion of a certain Assessor's Parcel Number 139-33-406-006 described and attached hereto as Exhibit F & G.

G. To deliver to the Las Vegas Valley Water District an easement deed conveying to the Las Vegas Valley Water District an easement interest in the Property described and attached hereto as Exhibit F & G, free and clear of any and all liens and encumbrances known to OWNER, except those identified as exceptions in the Title Report.

H. To sell and convey to NV Energy an easement interest in a portion of a certain Assessor's Parcel Number 139-33-406-006 described and attached hereto as Exhibit H & I.

I. To deliver to NV Energy an easement deed conveying to NV Energy an easement interest in the Property described and attached hereto as Exhibit H & I, free and clear of any and all liens and encumbrances known to OWNER, except those identified as exceptions in the Title Report.

J. To be responsible for the Property, including risk and liability for loss and damage, including all repairs to said Property, until the Close of Escrow as defined herein in Section 2.C.

K. To permit the CITY, its authorized agents and contractors to enter in and upon the Property for which a fee interest is granted upon execution of this Agreement or the Close of Escrow (as defined herein), whichever occurs first.

L. OWNER certifies that to the best of their knowledge, the Property being acquired by the CITY is free and clear of hazardous wastes, regulated materials or other harmful substances. CITY has the right to complete environmental testing prior to the close of escrow. Owner and CITY hereby agree that OWNER will have no liability for any cleanup costs incurred by the City after the close of escrow.

2. The CITY, in consideration of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

A. To pay to the OWNER in the manner hereinafter provided the sum of THREE HUNDRED FIFTY ONE THOUSAND SEVENTY ONE DOLLARS (\$351,071.00), which shall be the total purchase price for all that said land to be conveyed and improvements, detailed as follows: a fee acquisition of 6,269 square feet, all underlying improvements, and easements interests totaling 2,485 square feet for a subtotal of TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS (\$292,779.00) and an administrative settlement fee of FIFTY EIGHT THOUSAND TWO HUNDRED NINETY TWO (\$58,292.00).

B. To deposit in escrow with Old Republic Title Company, whose mailing address is 4730 South Fort Apache Road, #150, Las Vegas, NV 89147, the Purchase Price, which sum shall be disbursed in accordance with the herein recited covenants, promises, and agreements made, and payments to be performed and paid.

C. To deduct from the Purchase Price, to be paid to the OWNER, by the CITY, a sum to be prorated in escrow with which said sum the CITY in the OWNER's behalf will pay all due Clark County property taxes, delinquency penalties, and special assessments, if any, assessed against or accrued upon said property to be conveyed by OWNER to the CITY up to and including the date of recording by the CITY of the before-mentioned deed in the Official Records of Clark County, CITY of Nevada ("Close of Escrow").

3. It is mutually agreed and understood by the CITY and by the OWNER as follows:

A. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

B. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

C. All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.

D. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

E. As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

F. That CITY shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of NRS 408.487.

G. The covenants and agreements expressed in the Agreement shall survive the Close of Escrow.

H. Up to the limitation of law, including but not limited to Nevada Revised Statute Chapter 41 liability limitations, the CITY shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the actions or inactions, negligent or otherwise, of the CITYS officers, employees, contractors, and subcontractors when such injury, death, loss, destruction, or damage is due to or arising from this Agreement or as a result of the use of the Property by the CITY and its officers, employees, contractors, and subcontractors. CITY does not waive and intends to assert available NRS Chapter

41 liability limitations in all cases.

I. The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

J. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

K. Counterparts; Electronic Delivery. This Agreement 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.

[Left Blank Intentionally and Signatures on Next Pages]

PURCHASE AGREEMENT

Signature Page

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

“OWNER”

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Las Vegas

By: _____

Printed Name: _____

Chancellor, Nevada System of Higher
Education
Title: _____

Date of Execution by
BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION,
on Behalf of the University of
Nevada, Las Vegas:

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Exhibit A & B

PROJECT NO: LV-804-1502

DATE: 11/25/19

BY: CDK

CHK: SB

HORROCKS

ENGINEERS

APN 139-33-406-006



EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 200.15 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SHADOW LANE, 60 FEET WIDE, TO THE **POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 00°17'24" EAST, 645.68 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89°44'58" EAST, 5.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 5 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 149.70 FEET; THENCE SOUTH 89°42'36" EAST, 10.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 15 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 138.50 FEET; THENCE SOUTH 89°42'36" EAST, 5.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 20 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 50.00 FEET; THENCE NORTH 89°42'36" WEST, 5.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 15 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 59.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°20'24", AN ARC LENGTH OF 6.32 FEET;

PAGE 1 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074

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PROJECT NO: LV-804-1502
DATE: 11/25/19
BY: CDK
CHK: SB

APN 139-33-406-006

THENCE SOUTH 10°37'48" WEST, 51.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°20'24", AN ARC LENGTH OF 2.71 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 5 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 188.22 FEET; THENCE NORTH 89°47'01" WEST, 5.00 FEET TO THE **POINT OF BEGINNING**.

THE LANDS DESCRIBED HEREIN CONTAIN 6,269 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

BASIS OF BEARINGS

NORTH 00°17'24" EAST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN FILE 196, PAGE 29 OF SURVEYS.

CHARLES D KIRCHER
NEVADA PLS NO. 8431
www.horrocks.com

PAGE 2 OF 3

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PORTION OF
APN 139-33-406-006

"EXHIBIT B"

PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.

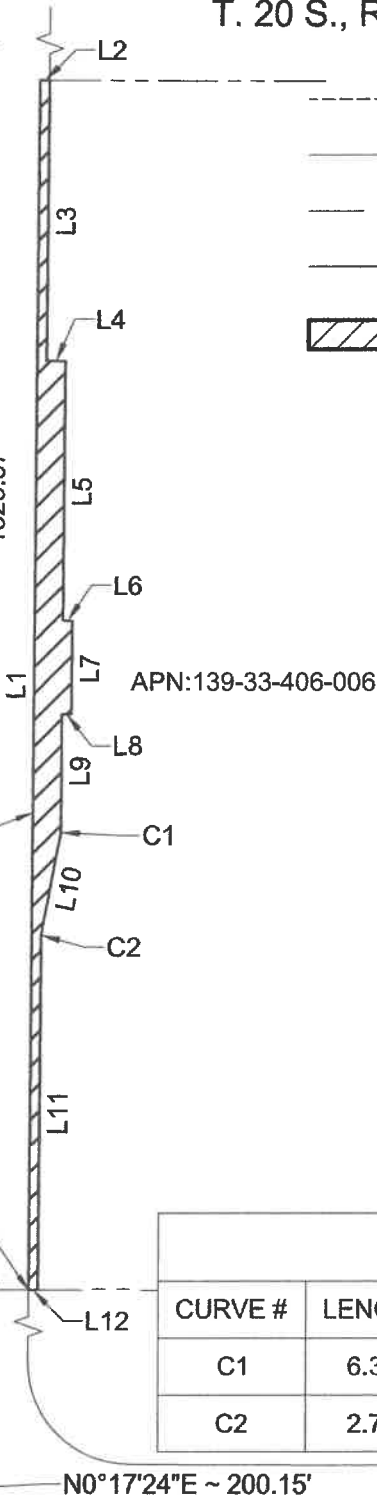
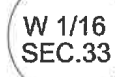


EXISTING 60'
R.O.W. LINE

POINT OF
BEGINNING

S89°42'36"E ~ 30.00'

POINT OF
COMMENCEMENT



- EX. ROW LINE
- PROP. ROW LINE
- LOT LINE
- SECTION LINE CENTERLINE
- SUBJECT AREA
6,269 SQUARE FEET



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	645.68'	N0°17'24"E
L2	5.00'	S89°44'58"E
L3	149.70'	S0°17'24"W
L4	10.00'	S89°42'36"E
L5	138.50'	S0°17'24"W
L6	5.00'	S89°42'36"E
L7	50.00'	S0°17'24"W
L8	5.00'	N89°42'36"W
L9	59.92'	S0°17'24"W
L10	51.19'	S10°37'48"W
L11	188.22'	S0°17'24"W
L12	5.00'	N89°47'01"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	6.32'	35.00'	10°20'24"	3.17'
C2	2.71'	15.00'	10°20'24"	1.36'

N0°17'24"E ~ 200.15'

CHARLESTON BLVD.
S89°47'01"E ~ 1318.75'

ATTACHMENT "C"

APN: 139-33-406-006

When Recorded, Return &
Mail Tax Statements to:

Attention: City Clerk
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

▲ SPACE ABOVE FOR RECORDERS USE ▲

GRANT, BARGAIN, AND SALE DEED

For the consideration of Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS ("Grantor"), does hereby grant, bargain, sell, and convey to the CITY OF LAS VEGAS, a Nevada municipal corporation ("Grantee"), all that real property situated in the County of Clark, State of Nevada, which is legally described in Exhibit A, attached hereto and incorporated herein by this reference, together with any improvements located thereon and any and all rights, benefits, privileges, tenements, hereditaments, and appurtenances pertaining to the Property.

Subject only to current taxes and all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record or apparent as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Grant, Bargain, and Sale Deed as of the ____ day of _____, 20__.

**BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF
OF THE UNIVERSITY OF NEVADA, LAS VEGAS
"Grantor"**

By: _____

Name:

Title: Chancellor, Nevada System of Higher Education

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GRANT, BARGAIN, AND SALE DEED

Notary Acknowledgement

APN: 139-33-406-006

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This Grant, Bargain, and Sale Deed was acknowledged before me on this ____ day of _____, 20 __, by _____ as Chancellor of BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS.

Notary Public: _____

PROJECT NO: LV-804-1502

DATE: 11/25/19

BY: CDK

CHK: SB

HORROCKS
ENGINEERS

APN 139-33-406-006



EXHIBIT "A"

DESCRIPTION

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PAGE 1 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074

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PROJECT NO: LV-804-1502

DATE: 11/25/19

BY: CDK

CHK: SB

APN 139-33-406-006

THENCE SOUTH 10°37'48" WEST, 51.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°20'24", AN ARC LENGTH OF 2.71 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 5 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE, 188.22 FEET; THENCE NORTH 89°47'01" WEST, 5.00 FEET TO THE **POINT OF BEGINNING**.

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CHARLES D KIRCHER
NEVADA PLS NO. 8431
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PAGE 2 OF 3

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PORTION OF
APN 139-33-406-006

"EXHIBIT B"

PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.

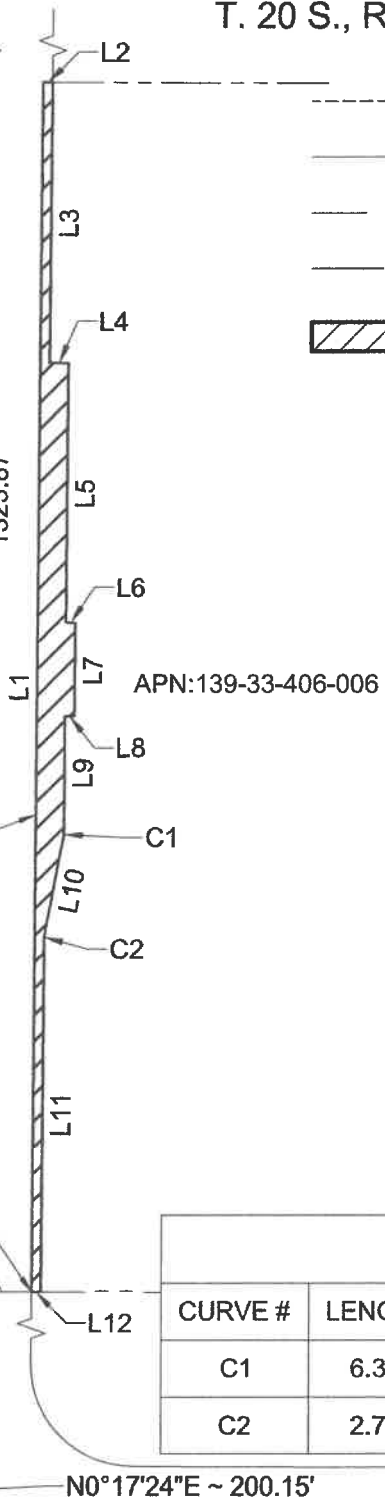
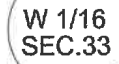


EXISTING 60'
R.O.W. LINE

POINT OF
BEGINNING

S89°42'36"E ~ 30.00'

POINT OF
COMMENCEMENT



APN:139-33-406-006

- EX. ROW LINE
- PROP. ROW LINE
- LOT LINE
- SECTION LINE CENTERLINE
- SUBJECT AREA
6,269 SQUARE FEET



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	645.68'	N0°17'24"E
L2	5.00'	S89°44'58"E
L3	149.70'	S0°17'24"W
L4	10.00'	S89°42'36"E
L5	138.50'	S0°17'24"W
L6	5.00'	S89°42'36"E
L7	50.00'	S0°17'24"W
L8	5.00'	N89°42'36"W
L9	59.92'	S0°17'24"W
L10	51.19'	S10°37'48"W
L11	188.22'	S0°17'24"W
L12	5.00'	N89°47'01"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	6.32'	35.00'	10°20'24"	3.17'
C2	2.71'	15.00'	10°20'24"	1.36'

CHARLESTON BLVD.
S89°47'01"E ~ 1318.75'

APN: 139-33-406-006

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, its contractors, agents, successors, and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described for the Shadow Lane Improvement Project.

The above-referenced parcel of land is described as a portion of:

APN 139-33-406-006

(See attachment for location)

The City of Las Vegas and/or its agents will restore the real property as nearly as possible to its original condition prior to termination of this authorization.

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Shadow Lane Improvement Project, but shall not exceed 24 months.

DATE: _____

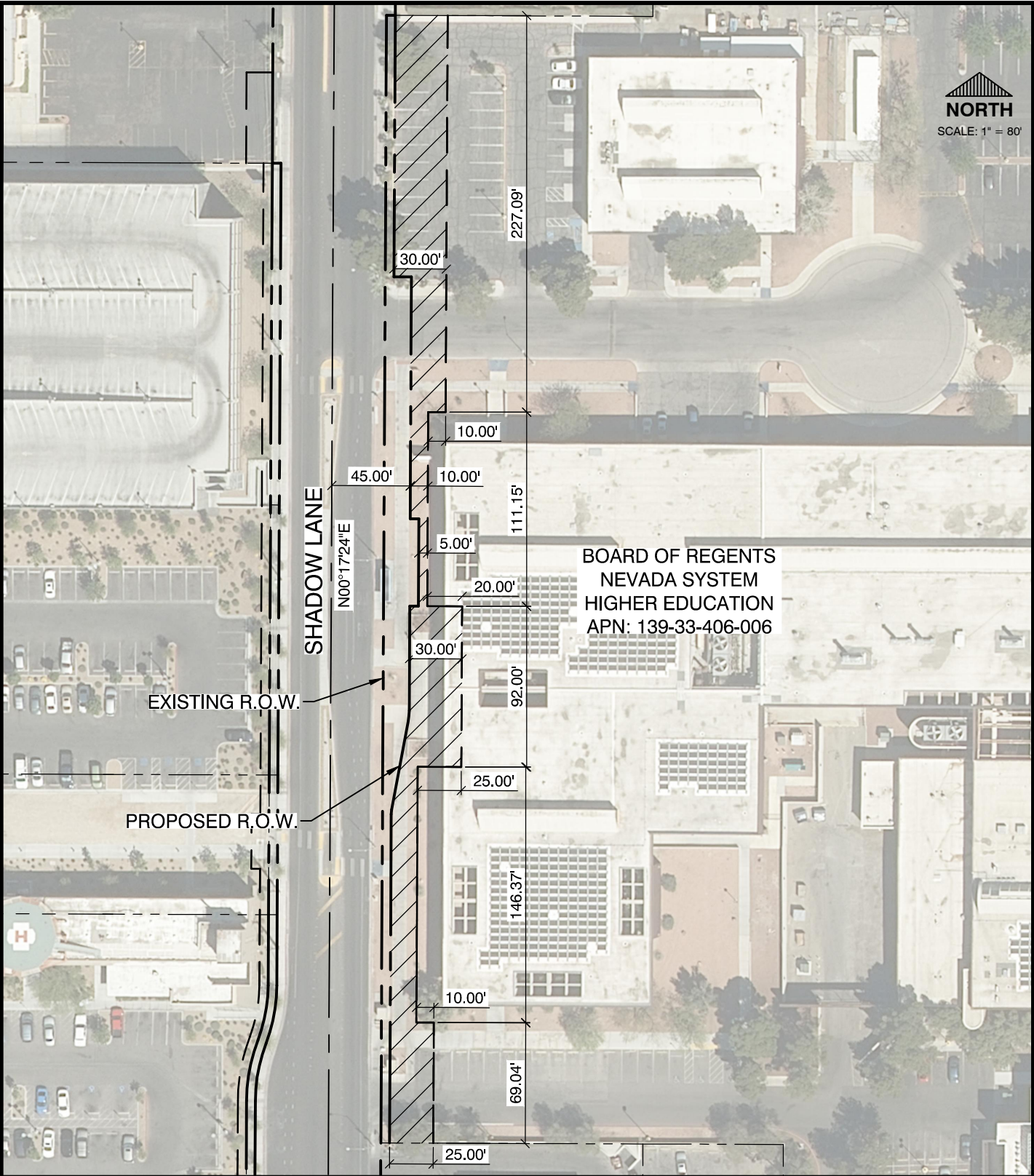
NAME: _____

SIGNATURE: _____

TITLE: Chancellor, Nevada System of Higher Education

PHONE NUMBER: 702-889-8426

EMAIL: chancellor@nevada.edu



BOARD OF REGENTS
NEVADA SYSTEM
HIGHER EDUCATION
APN: 139-33-406-006

LEGEND:

 AUTHORIZATION TO ENTER PROPERTY (AEP)

OWNER: BOARD OF REGENTS NEVADA SYSTEM OF
HIGHER LEARNING
PARCEL NO.: 139-33-406-006
SECTION, TOWNSHIP, RANGE: SECTION 33, T 20, R 61
TOTAL AREA OF PARCEL: 17.94 ACRES
AREA OF A.E.P.: 13,598 SF

PROJECT: SHADOW LANE
APN 139-33-406-006
A.E.P. EXHIBIT
FOR: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

ATTACHMENT "E"

APN(s): 139-33-406-006

WHEN RECORDED MAIL TO:

Land Resources
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Las Vegas (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of its successors and assigns, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities Grantor

APN(s): 139-33-406-006
RW#
Proj. #
Project Name:
GOE PRECON(Rev. 2016)

retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

Upon completion of construction of the Utility Facilities and if Grantee determines by survey that some of the Utility Facilities have not been installed within the Easement Area or none of the Utility Facilities have been installed within the Easement Area, then (upon Grantee's request and at no cost to Grantee) Grantor must immediately execute Grantee's standard form "grant of easement" described and attached hereto as Exhibit B, that will describe the perpetual easement to be retained over the Property and obtain any additional consents Grantee requires.

[signature page follows]

APN(s): 139-33-406-006
RW#
Proj. #
Project Name:
GOE PRECON(Rev. 2016)

GRANTOR:

BOARD OF REGENTS OF THE NEVADA SYTEM OF HIGHER EDUCATION ON
BEHALF OF UNIVERSITY OF NEVADA, LAS VEGAS

By: _____
Name:
Title: President, University of Nevada, Las Vegas

APPROVED BY:

By: _____
Name:
Title: Chancellor, Nevada System of Higher Education

State of Nevada

County of Clark

This instrument was acknowledged before me on _____, 20____
by _____ as Chancellor of
Board of Regents of the Nevada System of Higher Education.

Signature of Notary Public

Notary Seal:

APN(s): 139-33-406-006
RW#
Proj. #
Project Name:
GOE PRECON(Rev. 2016)

Exhibit A

APN(s): 139-33-406-006
RW#
Proj. #
Project Name:
GOE PRECON(Rev. 2016)

A



APN 139-33-406-006

PROJECT NO: LV-804-1502
DATE: 11/25/19
BY: CDK
CHK: SB



11/25/19

EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 558.95 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 45.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°17'24" EAST, PARALLEL AND 15 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SHADOW LANE, 5.00 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°42'36" EAST, 5.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 20 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SHADOW LANE, 5.00 FEET; THENCE NORTH 89°42'36" WEST, 5.00 FEET TO THE **POINT OF BEGINNING**.

THE LANDS DESCRIBED HEREIN CONTAIN 25 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

PROJECT NO: LV-804-1502
DATE: 11/25/19
BY: CDK
CHK: SB

APN 139-33-406-006

BASIS OF BEARINGS

NORTH 00°17'24" EAST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN FILE 196, PAGE 29 OF SURVEYS.

CHARLES D KIRCHER
NEVADA PLS NO. 8431
www.horrocks.com

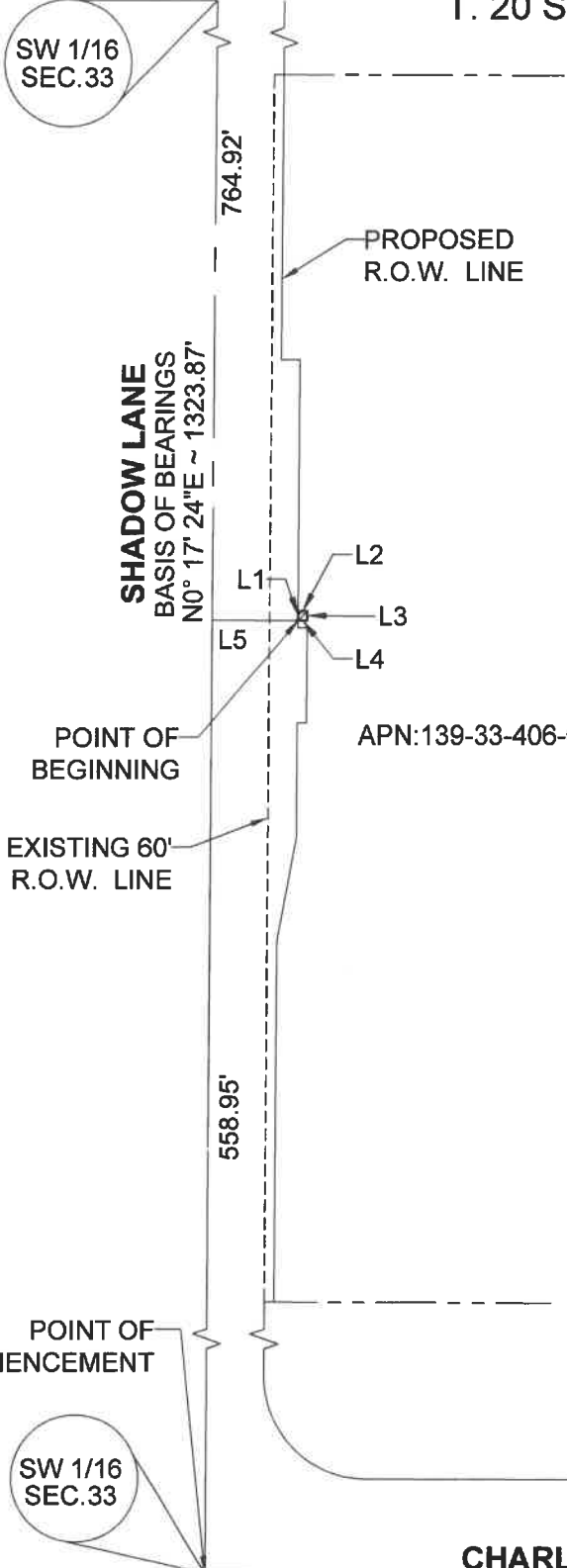
PAGE 2 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074
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PORITION OF
APN 139-33-406-006

"EXHIBIT B"
PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.

SW 1/16
SEC.33



- EX. ROW LINE
- PROP. ROW LINE
- LOT LINE
- SECTION LINE CENTERLINE
- SUBJECT PARCEL
25 SQUARE FEET

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.00'	N0°17'24"E
L2	5.00'	S89°42'36"E
L3	5.00'	S0°17'24"W
L4	5.00'	N89°42'36"W
L5	45.00'	N89°42'36"W

POINT OF
COMMENCEMENT

SW 1/16
SEC.33

CHARLESTON BLVD.
S89°47'01"E ~ 1318.75'



APN 139-33-406-006

PROJECT NO: LV-804-1502

DATE: 11/25/19

BY: CDK

CHK: SB



DESCRIPTION - E-1

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 281.57 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°17'24" EAST, PARALLEL AND 5 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SHADOW LANE, 82.00 FEET; THENCE SOUTH 89°42'36" EAST, 13.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 18 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SHADOW LANE, 82.00 FEET; THENCE NORTH 89°42'36" WEST, 13.00 FEET TO THE POINT OF BEGINNING.

THE LANDS DESCRIBED HEREIN CONTAIN 1,066 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

PROJECT NO: LV-804-1502
DATE: 11/25/19
BY: CDK
CHK: SB

APN 139-33-406-006

TOGETHER WITH:

DESCRIPTION - E-2

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 618.06 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 45.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°17'24" EAST, PARALLEL AND 15 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SHADOW LANE, 18.00 FEET; THENCE SOUTH 89°47'11" EAST, 46.37 FEET; THENCE SOUTH 00°12'49" WEST, 18.00 FEET; THENCE NORTH 89°47'11" WEST, 46.40 FEET TO THE **POINT OF BEGINNING**.

THE LANDS DESCRIBED HEREIN CONTAIN 835 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

BASIS OF BEARINGS

NORTH 00°17'24" EAST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN FILE 196, PAGE 29 OF SURVEYS.

CHARLES D KIRCHER
NEVADA PLS NO. 8431
www.horrocks.com

PAGE 2 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074
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PORTION OF
APN 139-33-406-006

"EXHIBIT B"
PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.

SW 1/16
SEC.33



N.T.S.

SHADOW LANE
BASIS OF BEARINGS
N0° 17' 24"E ~ 1323.87'

705.81'

PROPOSED
R.O.W. LINE

----- EX. ROW LINE

————— PROP. ROW LINE

----- LOT LINE

----- SECTION LINE
CENTERLINE

 SUBJECT PARCEL
1,901 SQUARE FEET

L6 E-2 (835 SQFT)

L5 L7

L8

POINT OF
BEGINNING E-2

APN:139-33-406-006

336.49'

EXISTING 60'
R.O.W. LINE

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	82.00'	N0°17'24"E
L2	13.00'	S89°42'36"E
L3	82.00'	S0°17'24"W
L4	13.00'	N89°42'36"W
L5	18.00'	N0°17'24"E
L6	46.37'	S89°47'11"E
L7	18.00'	S0°12'49"W
L8	46.40'	N89°47'11"W
L9	35.00'	S89°42'36"E
L10	45.00'	N89°42'36"W

E-1 (1,066 SQFT)

L2

L3

L9

L4

POINT OF
BEGINNING E-1

POINT OF
COMMENCEMENT

W 1/16
SEC.33

281.57'

CHARLESTON BLVD.

S89°47'01"E ~ 1318.75'

PAGE 3 OF 3

Exhibit "B"

APN(s): {insert APN or APNs}

WHEN RECORDED MAIL

TO: Land Resources
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

{insert Grantor's legal name}, a {insert state} {insert type of entity}, ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration - receipt of which is hereby acknowledged - and on behalf of itself and its successors and assigns, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 of this document and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage,

APN(s):
RW#
Proj. #
Project Name:
GOE_DIST (Rev. 8/2016)

trees, bridges, and signage. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s):
RW#
Proj. #
Project Name:
GOE_DIST (Rev. 8/2016)

Exhibit A

{insert legal description of Easement Area}.

APN(s):
RW#
Proj. #
Project Name:
GOE_DIST (Rev. 8/2016)

A

ATTACHMENT "F"

Assessor's Parcel No.:
139-33-406-006

Recording Requested by
and
Please Return to:

City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

▲ This Above Space for Recorder's Use Only ▲

EASEMENT FOR TRAFFIC CONTROL DEVICES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Board of Regents of the Nevada System of Higher Education on Behalf of University of Nevada, Las Vegas ("Grantor"), hereby grants to the City of Las Vegas, a Nevada municipal corporation ("Grantee"), an easement for, and the right to construct, maintain, operate, replace, remove or modify traffic control devices and their appurtenant structures in, upon, over and across that certain real property situated in said City of Las Vegas and more particularly described as follows ("Easement Area"):

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION.

Together with the right of Grantee, its officers, employees and agents, including contractors, his employees and agents engaged by Grantee, to enter upon and to pass and repass over and along said Easement Area, to deposit tools, implements and other materials thereon and to cut and trim plants and trees that encroach into the Easement Area, as deemed reasonably necessary, whenever and wherever for the purposes set forth above.

Grantee is solely responsible for the costs of construction of any improvements within the Easement Area to effectuate its easement rights granted herein. The City of Las Vegas is to perform all work so as to avoid, to the extent reasonably possible, interference with business operations, utilities serving the Grantor's property and access to the Grantor's property. Grantee shall keep the Easement Area and Grantor's property free from any liens caused by Grantee, its agents, independent contractors or employees. Grantee agrees to restore any area of the Easement Area or Grantor's property disturbed during the exercise of the rights granted herein to a condition as nearly as practical to the condition it was in immediately before the exercise of said rights. Grantor retains the right to fence, to plant, to maintain and to use the Easement Area for its own purpose so long as such use is consistent with the rights herein granted.

\\
\\
\\
\\
\\

To the extent permitted by law, Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence or intentional acts or omissions in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

Signed this ____ day of _____, 2020.

By: _____

Name:

Title: Chancellor, Nevada System of Higher Education

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2020 by _____
_____ as Chancellor of Board of
Regents of the Nevada System of Higher Education on Behalf of University of Nevada, Las Vegas.

Notary Public

CITY OF LAS VEGAS
ACCEPTANCE ON NEXT PAGE



APN 139-33-406-006

PROJECT NO: LV-804-1502

DATE: 11/25/19

BY: CDK

CHK: SB



11/25/19

EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 558.95 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 45.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°17'24" EAST, PARALLEL AND 15 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SHADOW LANE, 5.00 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°42'36" EAST, 5.00 FEET; THENCE SOUTH 00°17'24" WEST, PARALLEL AND 20 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SHADOW LANE, 5.00 FEET; THENCE NORTH 89°42'36" WEST, 5.00 FEET TO THE **POINT OF BEGINNING**.

THE LANDS DESCRIBED HEREIN CONTAIN 25 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

PROJECT NO: LV-804-1502
DATE: 11/25/19
BY: CDK
CHK: SB

APN 139-33-406-006

BASIS OF BEARINGS

NORTH 00°17'24" EAST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN FILE 196, PAGE 29 OF SURVEYS.

CHARLES D KIRCHER
NEVADA PLS NO. 8431
www.horrocks.com

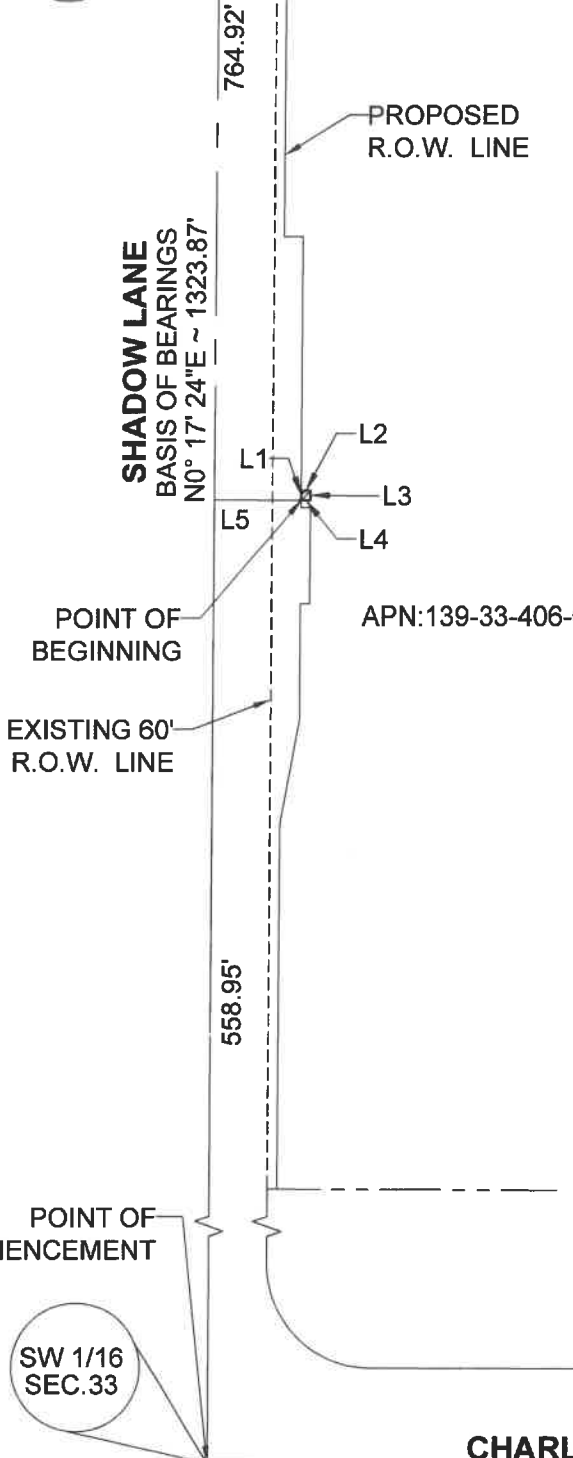
PAGE 2 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074
C:\Users\charlesk\Desktop\CLV-Corrections_11-14-19\LD10-191112-Service Pedestal-Amended.docx

PORITION OF
APN 139-33-406-006

"EXHIBIT B"
PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.

SW 1/16
SEC.33



- EX. ROW LINE
- PROP. ROW LINE
- LOT LINE
- SECTION LINE CENTERLINE
- SUBJECT PARCEL 25 SQUARE FEET

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.00'	N0°17'24"E
L2	5.00'	S89°42'36"E
L3	5.00'	S0°17'24"W
L4	5.00'	N89°42'36"W
L5	45.00'	N89°42'36"W

POINT OF COMMENCEMENT

SW 1/16
SEC.33

CHARLESTON BLVD.
S89°47'01"E ~ 1318.75'

APN: 139-33-406-006

RETURN TO:

Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: 124952

Right-of-Way Agent: MR

LAS VEGAS VALLEY WATER DISTRICT

NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between **BOARD OF REGENTS OF THE NEVADA SYTEM OF HIGHER EDUCATION ON BEHALF OF UNIVERSITY OF NEVADA, LAS VEGAS**, hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual easement for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root

APN: 139-33-406-006

landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT for the purposes for which it is granted.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.
3. Should any of the DISTRICT facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.
4. To the extent limited in accordance with NRS Chapter 41 or other applicable law, DISTRICT shall indemnify and hold harmless GRANTOR, its directors, agents, and employees against any and all loss, liability, damages, claims or expenses, made against GRANTOR, its directors, officers, agents and employees arising out of or in connection with District's (or District's directors, officers, contractors, agents, or employees) use of the real property and this easement.
5. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said easement.
6. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.
7. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.
8. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

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DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

BOARD OF REGENTS OF THE NEVADA SYTEM OF HIGHER EDUCATION ON BEHALF OF UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED APROVAL:

By: President, University of Nevada, Las Vegas

APPROVED AS TO LEGAL FORM:

By: Elda L. Sidhu
Title: General Counsel, University of Nevada, Las Vegas

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

By: Chancellor, Nevada System of Higher Education

State of Nevada)
) ss
County of Clark)

This instrument was acknowledged before me on _____, 20____ by _____ as of _____.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN 139-33-406-006

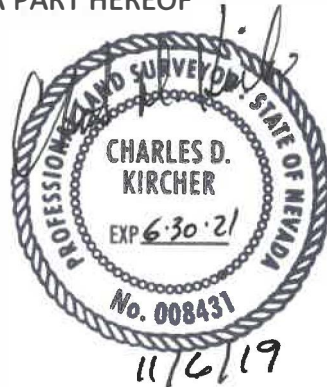
EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), LYING ON THE CENTERLINE OF CHARLESTON BOULEVARD AND SHADOW LANE; THENCE ALONG SAID CENTERLINE OF SHADOW LANE, NORTH 00°17'24" EAST, 238.57 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 89°42'36" EAST, 35.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°17'24" EAST, 43.00 FEET; THENCE SOUTH 89°42'36" EAST, 13.00 FEET; THENCE SOUTH 00°17'24" WEST, 43.00 FEET; THENCE NORTH 89°42'36" WEST, 13.00 FEET TO THE **POINT OF BEGINNING**.

THE LANDS DESCRIBED HEREIN CONTAIN 559 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF



PAGE 1 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074
O:\2015\LV-804-1502 Shadow Lane Improvements\Project Data\Survey_Data\Legals-ROW-CONTROL\LEGALS
139-33-406-006\406-006 LVVWD-Amended.docx

APN 139-33-406-006

BASIS OF BEARINGS

NORTH 00°17'24" EAST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THE RECORD OF SURVEY ON FILE IN THE CLARK COUNTY RECORDERS OFFICE IN FILE 196, PAGE 29 OF SURVEYS.

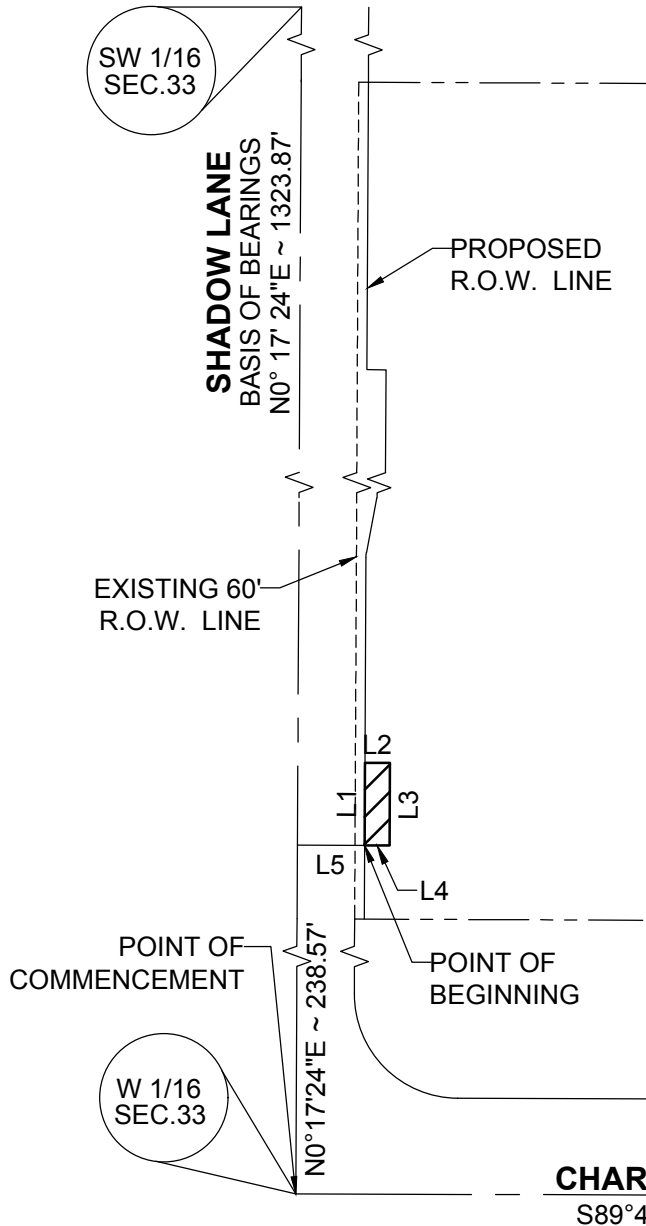
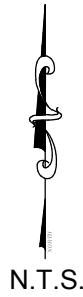
CHARLES D KIRCHER
NEVADA PLS NO. 8431
www.horrocks.com

PAGE 2 OF 3

1401 N Green Valley Parkway, Suite 160, Henderson, NV 89074
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139-33-406-006\406-006 LVVWD-Amended.docx

PORTION OF
APN 139-33-406-006

"EXHIBIT B"
PORTION SE 1/4, SW 1/4, SECTION 33,
T. 20 S., R.61 E., M.D.M.



LEGEND

- EX. ROW LINE
- PROP. ROW LINE
- LOT LINE
- SECTION LINE CENTERLINE
- EASEMENT AREA
559 SQUARE FEET

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	43.00'	N0°17'24"E
L2	13.00'	S89°42'36"E
L3	43.00'	S0°17'24"W
L4	13.00'	N89°42'36"W
L5	35.00'	S89°42'36"E

LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

SCALE N.T.S.	DRAWN BY: DE	LVVWD EASEMENT EXHIBIT	LVVWD
	EDITED BY: CK		PAGE 3 OF 3
	PLS: 8431 12/03/19		



Valbridge
PROPERTY ADVISORS

Appraisal Report

UNLV Shadow Lane Campus
815 and 1001 Shadow Lane
Las Vegas, Clark County, Nevada 89106

Report Date: December 16, 2019



FOR:

City of Las Vegas
Mr. Bill Snyder
Right-of-Way and Real Property Supervisor
333 N. Rancho Boulevard, 8th Floor
Las Vegas, NV 89106

Client Number: PO 409628

**Valbridge Property Advisors |
Las Vegas | Reno**

3034 S. Durango Drive #100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

Valbridge File Number:
NV01-19-0166-005

SUMMARY OF RECOMMENDED JUST COMPENSATION

Value Identification		Opinion of Market Value
A) Value of the Whole Land Before the Acquisition	\$19,536,650	
Plus Value of Site Improvements Being Acquired	\$58,292	
Value of the Whole Before the Acquisition		\$19,594,942
B) ROW Land Acquisition	(\$156,725)	
Value of Site Improvements in Acquisition Area	(\$58,292)	
Permanent NV Energy Easement to be Acquired	(\$35,644)	
Permanent LVVWD Easement to be Acquired	(\$10,481)	
Permanent Service Pedestal Easement to be Acquired	(\$469)	
Value of the Part Acquired as Part of the Whole		(\$261,611)
C) Value of the Remainder as Part of the Whole (A-B)		\$19,333,331
D) Value of the Remainder After the Acquisition Disregarding Special Benefits		\$19,333,331
E) Severance Damages (C-D)		\$0
F) Value of the Remainder After the Acquisition Considering Special Benefits		\$19,333,331
G) Special Benefits (F-D)		\$0
H) Net Damages After Subtracting Special Benefits (E-G)		\$0
I) Summary of Recommended Compensation		
Value of the Part Acquired (B)		\$261,611
Net Damages After Subtracting Special Benefits (H)		\$0
Total Recommended Compensation		\$261,611
Total Recommended Compensation (Rounded)		\$261,620

In summary, the recommended just compensation of the proposed acquisition, subject to the general assumptions and limiting conditions contained herein, as of July 23, 2019, is:

\$261,620

Respectfully submitted,
 Valbridge Property Advisors | Las Vegas | Reno



Gary Hardy
 Appraiser
 Nevada License #A.0207789-CG
 License Expires 10-31-2020



Matthew Lubawy, MAI, CVA
 Senior Managing Director
 Nevada License #A.0000044-CG
 License Expires 04-30-2021

Valuation Consultants

An Appraisal Review of an Appraisal Report

Prepared By:

Matthew Lubawy, MAI, CVA and Gary Hardy of Valbridge Property Advisors

The Subject of the Appraisal and the Appraisal Review is Identified As

Clark County Assessor's Parcel Number (APN) 139-33-406-006

The Property is Located At

625 & 1001 Shadow Lane
Las Vegas, Clark County, Nevada 89106

Review Prepared For

University of Nevada, Las Vegas (UNLV)
ATTN.: Connie Gamble
UNLV Real Estate - Real Estate Property Manager
4505 South Maryland Parkway, Box 451027
Las Vegas, Nevada 89154-1027

Review Prepared By

Valuation Consultants
Keith Harper, MAI
File Number RV-20-01

Date of Review

March 11, 2020

Date of Recommended Just Compensation

July 23, 2019

4200 Cannoli Circle, Las Vegas, Nevada 89103-5404
Telephone (702) 222-0018 Fax (702) 222-0047

