

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made by and between The City of Mesquite, a municipal corporation (“City”), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, (“District”), collectively referred to as “the Parties”. This Agreement is legally effective when signed and dated by the Parties below (“Effective Date”).

RECITALS

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, Nevada Revised Statutes Chapter 277.045(2) requires that interlocal agreements be adopted by formal resolution or ordinance; and

WHEREAS, the City and the District entered into an Amended Lease Agreement on August 22, 1996 (“Lease Agreement”) and a copy of the Lease Agreement is included in this Interlocal Agreement as Exhibit A; and

WHEREAS, the Redevelopment Agency of the City of Mesquite (“RDA”) and the District entered into an Agreement on August 18, 2015 for the transfer of real property and the development of a new library and other related matters. A copy of the RDA Agreement is including in this Interlocal Agreement as Exhibit B; and

WHEREAS, in the RDA Agreement, Section 3(a) contemplates the Parties entering into a “Maintenance Agreement”; and

WHEREAS, the Parties now desire to more fully define their respective rights and obligations with respect to the Maintenance Agreement.

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

AGREEMENT

1. LANDSCAPING

- a. The District hereby agrees to maintain all the landscaping on District-owned property.
- b. The City hereby agrees to maintain all the landscaping on City-owned property.
- c. The Parties hereby agree to pay all costs associated with the proper maintenance of their own landscaping.

2. TRAIL

- a. Any public trails located on District property shall be located in an easement in favor of the City.
- b. The City agrees to maintain the surface material, markings and signage of any public trail that traverses the District's property.
- c. The District agrees to provide the day-to-day maintenance of any public trail that traverses the District's property.

3. WATER METERS

- a. The City agrees to transfer ownership of the existing 3/4" and 1" water meters (Meter ID Number: 552.1 and 4511.1) at 121 West First North ("Existing Library") to the District.
- b. As part of the transfer of water meters, the District agrees to pay for the work necessary to separate the landscaping watering system between the Existing Library and the Library Park, including the installation of new meter at the Library Park. The property line separating the parcels is depicted on proposed parcel map and is included in this Interlocal Agreement as Exhibit C.
- c. The City shall provide the new meter for installation at the Library Park, including the payment of necessary fees and charges from Virgin Valley Water District to provide the new meter.

4. EXISTING LIBRARY PARKING LOT

- a. The District agrees to allow the City to utilize the Existing Library parking lot for ingress, egress and parking for the Library Park.
- b. The District shall solely be responsible to maintain the parking lot and the associated improvements located on District property.
- c. There are two District owned parking lot lights that are located on City property on the north side of the Existing Library parking lot that are on the same electrical circuit as the other parking lot lights that are located on the District's property. The City shall grant access to the District to maintain these two lights.

5. EXISTING AGREEMENTS

- a. Upon the acquisition of the Existing Library site by the District, the Parties agree that the Lease Agreement shall be terminated.
- b. The RDA Agreement shall be governed by the terms and conditions of that agreement and shall terminate as set forth in the RDA Agreement.

6. DISPUTE RESOLUTION

- a. The Parties agree to work together to amicably resolve any disputes that may arise out of the implementation of this Interlocal Agreement.

- b. This section does not limit either Party's ability to seek other means of dispute resolution.

7. MISCELLANEOUS TERMS

- a. Assignment. This Agreement may only be assigned with the prior written approval of the other Party.
- b. Cooperation. The Parties agree to cooperate and execute such documents and instruments as reasonably necessary to accomplish this transaction.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any proceeding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.
- e. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto.
- f. Professional Fees. In the event of the bringing of any action, arbitration, mediation or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other Party arising out of this Agreement, then in that event the prevailing Party will be entitled to have the recovery of and from the other Party all costs and expenses of the action, arbitration, mediation or suit, reasonable attorneys' fees, witness fees and any other professional fees resulting therefrom.
- g. Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the Party to be charged.
- h. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.
- i. Construction. This Agreement has been prepared by City and its professional advisors and reviewed and revised by the District and its professional advisors. City and District and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it would not be interpreted in favor or against either City or District. The Parties further agree that this Agreement will be construed according to its fair meaning and neither for nor against either Party hereto.

courier, or (iii) three (3) business days after having been deposited in the United States mail in accordance with the foregoing.

City of Mesquite, Nevada:

**Las Vegas-Clark County
Library District:**

By: _____
Allan Litman, Mayor

By: _____
Dr. Ronald R. Heezen, Executive Director

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Tracy Beck, City Clerk

By: _____
Allison P. Boyer, Executive Assistant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Sweetin, City Attorney

By: _____
Gerald M. Welt, Counsel for Las Vegas-
Clark County Library District

EXHIBIT A

LEASE AGREEMENT

AMENDED
LEASE AGREEMENT

THIS LEASE AGREEMENT was made and entered into this 14th day of November, 1989 by and between the CITY OF MESQUITE, a municipal corporation of State of Nevada (hereinafter referred to as the "City"), and the LAS VEGAS - CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as the "District"). It is hereby amended this 22nd day of August, 1996.

WITNESSETH:

WHEREAS, the City is the owner of certain real property situate within its corporate boundaries, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises" herein) and commonly known and referred to as the Mesquite City Library Site; and

WHEREAS, the District desires to establish a branch library for the use of the public in the Mesquite area; and

WHEREAS, the City deems it to be in its best interests to promote and foster the District's intent to establish a branch library in the Mesquite area for the enjoyment and the education of the public; and

WHEREAS, the parties hereto have determined that the Premises are the ideal site for said proposed library; and

WHEREAS, the parties hereto have further determined the balance of the Premises, unused by the District is an ideal site for a Neighborhood Park, as conceptualized by plan shown on Exhibit "B" attached hereto and by this reference made a part hereof and commonly known as Library Park;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

I
DEMISE OF PREMISES

A. The City hereby leases the Premises to the District and the District hereby leases the same from the City. The District has utilized the Premises for the purpose of establishing thereon a facility which consists of approximately 2,700 square feet to house a library, with possible phased future expansion to approximately 12,500 square feet.

B. The District has provided to the front of and/or adjacent to the Mesquite City Library which it has built, a paved free public parking area with spaces for 16 vehicles which is reasonably necessary to accommodate the automobiles of the staffs and patrons of the proposed library and all others who may reasonably be anticipated to be attracted to the Premises by reason of the proposed facility's being situate thereon. The City, members of its staff and the patrons of said library shall have unrestricted access to, the right to park their automobiles free of charge in, such parking area at all times.

C. The City, in conjunction with development of the neighborhood park will construct parking lots providing an additional 34 parking spaces, for a total of 50 parking spaces which shall have the same access rights as the original 16 spaces. Said 50 spaces are sufficient spaces under the City's present zoning code for a library (office building) of 12,500 square feet.

III DURATION

The term of this Lease Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the 13th day of November, 2039, whereupon all rights and interests enjoyed by the District pursuant to the terms hereof shall also cease, except as it otherwise provided in Paragraph IV hereof.

IV OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, the District shall have the option to renew this Lease Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the date of expiration of said term; provided, however, that the District shall give the City written notice of its intention to exercise said option at least thirty (30) days prior to the expiration of said term.

V MAINTENANCE AND REPAIRS

A. The District shall, at all times during the existence of this Lease Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition, the improvements which the District constructs on or in the Premises.

B. Upon completion of the neighborhood park improvements the City hereby agrees at its own cost and expense to, repair and maintain all park facilities and further to repair and maintain all landscaping adjacent to the library and on the same site as the park.

VI INDEMNIFICATION

A. The District agrees to indemnify and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the City's execution of this Lease Agreement, the construction or existence of the improvements which the District constructs upon the Premises, or the use or occupancy of the Premises or of said improvements by the District or by its officers, agents employees, contractors or invitees.

B. The City agrees to indemnify and save the District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the District's execution of this Lease Agreement, the construction or existence of the improvements which the City constructs upon the Premises, or the use or occupancy of the Premises or of said improvements by the City or by its officers, agents, employees, contractors or invitees.

VII INSURANCE

Prior to its occupancy of the Premises, the District shall at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreements is in for and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Hundred Thousand and No/100th Dollars (\$100,000.00), for the injury or death of any one person, and Three Hundred Thousand and No/100ths (\$300,000.00), for injuries to or the deaths of any number of persons in one occurrence, and property damage liability insurance in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00).

Within five (5) days after the District serves the notice which is provided for in Paragraph XII hereof that it intends to occupy the Premises, and as a condition to this Lease Agreement's continuing in force and effect, the district shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies have been written for the City and the District. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to the City.

All policies of insurance, or certificates of insurance which evidence the insurance

coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to the City.

VIII IMPROVEMENTS

A. The District has designed, constructed and erected at its sole cost and expense, on the leased Premises, a branch library building and a parking lot which conformed to all building codes in effect within the corporate boundaries of the City at the time of construction. The District will landscape the remaining leased Premises, however upon completion of construction of the neighborhood park by the City, this obligation will be null and void.

B. The District agrees to apply for all required City permits relative to all construction and development of its future addition/expansion and the City agrees to waive the required fees for such permits. The District agrees to submit all proposed designs, engineering plans and architectural drawings for the construction of the building expansion, the parking facilities and landscaping to the City's Building Department for City review and approval prior to commencement of any excavation or construction of the proposed improvements. It is understood that approval of the plans by the City's Building Official is an additional prerequisite to commencement of construction.

C. The District agrees that it shall pay all necessary expenses for utility services including sewer, water, gas and electric power and trash removal which are attendant on the operations of the library facility.

D. The City agrees that it shall submit all designs, engineering plans and architectural drawings for the construction of the neighborhood park to the District for review and comment and approval as to compatibility with library facilities prior to commencement of construction of the proposed improvements. Such review and approval shall not unreasonably be withheld. It is specifically noted that the City does not plan to construct restrooms in conjunction with neighborhood parks.

E. Both the City and the District hereby acknowledge that portions of the contemplated neighborhood park and landscape improvements may require removal and/or relocation at the time of the library expansion. The City does not intend to construct any permanent structure in the area immediately surrounding the existing library which would in any material way interfere with the planned library expansion.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

The District may occupy the Premises, for the purpose of commencing the construction of the improvements which are provided for in Paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon the City at least ten (10) days prior to the intended date of occupancy.

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

CITY OF MESQUITE

BY *Ken Carter*
KEN CARTER, MAYOR

ATTEST;

Carol Woods
CAROL WOODS, CITY CLERK

LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT

BY *[Signature]*
CHAIRMAN

ATTEST:

Maria Denis
SECRETARY

Approved by City Council July 23, 1996
and by Library District Board August 22, 1996

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 14th -
day of ~~October~~ ^{November}, 1989, by and between the CITY OF MESQUITE, a
municipal corporation of the State of Nevada (hereinafter
referred to as the "City"), and the LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT, a political subdivision of the State of Nevada
(hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the City is the owner of certain real property
situate within its corporate boundaries, more particularly
described in Exhibit "A" attached hereto and by this reference
made a part hereof (the "Premises" herein) and commonly known
and referred to as the Mesquite City Library Site; and

WHEREAS, the District desires to establish a branch library
for the use of the public in the Mesquite area; and

WHEREAS, the City deems it to be in its best interests to
promote and foster the District's intent to establish a branch
library in the Mesquite area for the enjoyment and the education
of the public; and

WHEREAS, the parties hereto have determined that the Premises
are the ideal site for said proposed library;

NOW, THEREFORE, in consideration of the premises, it is
agreed by and between the parties hereto as follows:

I

DEMISE OF PREMISES

A. The City hereby leases the Premises to the District,
and the District hereby leases the same from the City. The
District shall use the Premises for the purpose of establishing
thereon a facility which will consist of approximately 2,700
square feet to house a branch library.

B. The District shall provide, to the front of and/or
adjacent to the Mesquite City Library which it shall build, a
paved free public parking area with spaces for at least 16
vehicles which is reasonably necessary to accommodate the
automobiles of the staffs and patrons of the proposed library
and all others who may reasonably be anticipated to be attracted
to the Premises by reason of the proposed facility's being
situate thereon. The City, members of its staff and the patrons
of said library shall have unrestricted access to, the right to

park their automobiles free of charge in, such parking area at all times.

II CONSIDERATION

The District agrees to pay the City, as rental for the Premises, the sum of ONE AND NO/100THS DOLLARS (\$1.00) per year in advance, due and payable upon the Execution hereof and on each anniversary of such execution thereafter until this Lease Agreement is terminated.

III DURATION

The term of this Lease Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the 13th day of ~~October~~ ^{November}, 2039, whereupon all rights and interests enjoyed by the District pursuant to the terms hereof shall also cease, except as it otherwise provided in Paragraph IV hereof.

IV OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, the District shall have the option to renew this Lease Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the date of expiration of said term; provided, however, that the District shall give the City written notice of its intention to exercise said option at lease thirty (30) days prior to the expiration of said term.

V MAINTENANCE AND REPAIRS

A. The District shall, at all times during the existence of this Lease Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition, ~~and in a manner satisfactory to the City, all of the improvements which the District constructs on or in the Premises.~~

B. ~~In the event that the District fails to repair or maintain the exterior of said improvements promptly, or within fifteen (15) calendar days after written notice from the City so to do, the City may, at its option, make any repair or mainten-~~

~~ance deemed necessary by the City, and the District shall repay the costs thereof to the City on demand. A failure by the district to repay said costs shall constitute a breach by the District of this Lease Agreement.~~

VI INDEMNIFICATION

The District agrees to indemnify and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, leins, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the City's execution of this Lease Agreement, the construction or existence of the improvements which the District constructs upon the Premises, the use or occupancy of the Premises or of said improvements by the District or by its officers, agents, employees, contractors or invitees.

VII INSURANCE

Prior to its occupancy of the Premises, the District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreement is in force and effect, maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Hundred Thousand and No/100th Dollars (\$100,000.00), for the injury or death of any one person, and Three Hundred Thousand and No/100ths (\$300,000.00), for injuries to or the deaths of any number of persons in one occurrence, and property damage liability insurance in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00).

Within five (5) days after the District serves the notice which is provided for in Paragraph XII hereof that it intends to occupy the Premises, and as a condition to this Lease Agreement's continuing in force and effect, the district shall submit to the City a certificate of insurance which evidences the above-required coverages and names the City as an additional insured party. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies have been written for the City and the District. The insurance coverages shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to the City.

All policies of insurance, or certificates of insurance

which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be cancelled or modified in any material effect unless and until ninety (90) days written notice of such cancellation or modification has been provided to the City.

VIII IMPROVEMENTS

A. The District shall design, construct and erect at its sole cost and expense, on the leased Premises, a branch library building and a parking lot which shall conform to all building codes in effect within the corporate boundaries of the City. The District will landscape the remaining leased Premises.

B. The District agrees to apply for all required City permits relative to construction and development and the City agrees to waive the required fees for such permits. The District agrees to submit all proposed designs, engineering plans and architectural drawings for the construction of the building, the parking facilities and landscaping to the City's Building Department for City review and approval prior to commencement of any excavation or construction of the proposed improvements. It is understood that approval of the plans by the City's Building Official is an additional prerequisite to commencement of construction.

C. The District agrees that it shall pay all necessary expenses for utility services including sewer, water, gas and electric power and trash removal which are attendant on the operations of the library facility.

IX NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

TO THE CITY:

CITY MANAGER'S OFFICE
CITY OF MESQUITE
10 E. MESQUITE BLVD.
P. O. BOX 69
MESQUITE, NEVADA 89024

TO THE DISTRICT:

LAS VEGAS CLARK COUNTY LIBRARY
1401 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89109

X
ASSIGNMENT AND SUBLEASE

The District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Premises or any portion thereof, or to allow any person to occupy or use the Premises without prior written consent of the City. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void.

XI
LAWS AND REGULATIONS

The District shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby) during the existence of this Lease Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

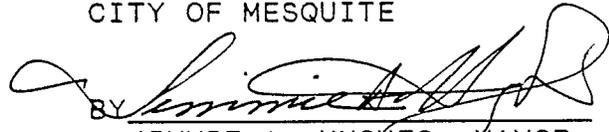
The District may occupy the Premises, for the purpose of commencing the construction of the improvements which are provided for in Paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon the City at least ten (10) days prior to the intended date of occupancy.

XIII
CITY'S RIGHT TO TERMINATE

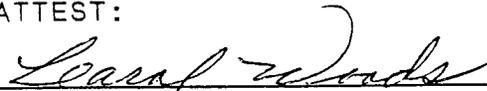
The District shall provide the City with complete architectural plans for the proposed facility or facilities prior to commencing the construction thereof, and, in the event that such plans do not indicate that the proposed library contains in the aggregate, a minimum of 2,700 square feet, the City shall have the right to cancel this Lease Agreement at any time within thirty (30) days after such plans have been submitted to it.

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

CITY OF MESQUITE

BY 
JIMMIE A. HUGHES, MAYOR

ATTEST:


CAROL WOODS, CITY CLERK

LAS VEGAS - CLARK COUNTY
LIBRARY DISTRICT

BY 
CHAIRMAN

ATTEST:


SECRETARY

EXHIBIT B

RDA AGREEMENT

AGREEMENT

THIS AGREEMENT FOR THE TRANSFER OF REAL PROPERTY ("Agreement") is hereby made by and between The Redevelopment Agency of the City Of Mesquite ("RDA") and the Las Vegas-Clark County Library District ("District"), collectively referred to as "the Parties". This Agreement is legally effective when signed and dated by the Parties below ("Effective Date").

RECITALS

- A. On April 14, 2015, the Mesquite City Council passed Resolution 864 supporting the construction of a new library facility in Mesquite.
- B. The City continues to grow and the demand for library services continues to grow also.
- C. The RDA is the owner of 3.22 acres of real property and improvements in the City of Mesquite in Clark County, Nevada with improvements thereon identified by APN 001-16-203-001 and commonly known as 105 West Mesquite Boulevard, Mesquite, Nevada 89027 (the "New Property"). The Property is more particularly described on Exhibit A.
- D. The RDA purchased the New Property in 2009 for the express purpose of having the District construct a new library facility.
- E. The District has expressed the desire to construct a 16,000 square foot library facility.
- F. The District is willing to invest approximately \$7,000,000 in the construction of a new library.
- G. The existing library property is located on 3.06 acres of city-owned property located at 121 West First North, Mesquite, Nevada 89027 (APN: 001-16-202-017) (the "Existing Property"). The Existing Property is more particularly described on Exhibit B.
- H. The City of Mesquite has an existing lease agreement (Amended Lease Agreement, executed August 22, 1996) with the District for the maintenance and repair of certain improvements on the property.
- I. The District has expressed the desire to retain ownership of a portion of the Existing Property.
- J. The RDA seeks opportunities to actively promote redevelopment in Mesquite.
- K. The District desires to receive the New Property and Existing Property from the RDA and the RDA desires to transfer to the District the New Property and Existing Property.
- L. Nevada Revised Statutes Chapter 279.470 provides that the RDA may dispose of publicly owned real property.
- M. Nevada Revised Statutes Chapter 279.472 states that any action made pursuant to NRS 279.470 requires a public hearing.
- N. Proper notice of a public hearing was given in compliance with NRS 279.472.
- O. A public hearing was held on this matter on July 14, 2015.

- P. The Parties, now desire to more fully define their respective rights and obligations with respect to the Agreement.

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

AGREEMENT

1. TRANSFER OF PROPERTY

- a. The RDA hereby agrees to convey fee simple title to the Existing Property to District at Closing (defined in Section 4 below), free and clear of all liens, encumbrances, and other matters of title. The RDA shall convey title to the Existing Property by Grant Bargain Sale deed.
- b. The RDA hereby agrees to convey fee simple title to the New Property to District at Closing (defined in Section 4 below), free and clear of all liens, encumbrances, and other matters of title. The RDA shall convey title to the New Property by Grant Bargain Sale deed.
- c. The District shall acquire the Existing Property and New Property for Ten Dollars and other good and valuable consideration (\$10.00).
- d. The RDA shall obtain a preliminary title report prepared by Fidelity National Title whose address is 736 W. Pioneer Blvd., Mesquite, Nevada 89027 ("Escrow Agent") and furnish it to the District, setting forth the state of title to the Existing and New Properties, together with all exceptions or conditions to such title, including without limitation, all liens, mortgages, trust deeds, easements, restrictions, rights-of-way, and covenants, together with true, correct and legible copies of all instruments referred to in the preliminary title report as conditions or exceptions to title to the Existing and New Properties. District shall have ten (10) business days ("District's Review Period") to review the preliminary title report, and any documents referred to therein, and deliver in writing, by the end of District's Review Period, such objections as District may have to anything contained or set forth in the preliminary title report or any of the documents or conditions referred to therein. Any such items to which District does not object by the end of District's Review Period shall be deemed to be "District's Permitted Exceptions." If exceptions to the title to the Existing Property have been raised in the preliminary title report or accompanying documents and if District delivers written objections thereto to the RDA in accordance with this Section 1C, then the RDA shall, prior to Closing, use commercially reasonable efforts to satisfy such objections. If the RDA fails to cure District's objections to title prior to the Closing, District may either waive such objections or terminate this Agreement,

by written notice to the RDA in which event the Parties shall be released of all duties and obligations hereunder.

2. SUBDIVISION OF PROPERTY

- a. In connection with the conveyance of the Existing and New Properties, the parties agree to such steps reasonably necessary to complete a subdivision of property (the "Subdivision") to adjust the existing property lines for both parcels and create a new parcel as generally shown on the map attached hereto as Exhibit C.
- b. The parties intend that as a result of the Subdivision, the flood channel on New Property will be dedicated to the City of Mesquite for maintenance purposes. Any existing easements will be preserved as part of the Subdivision.
- c. The parties also intend that as a result of the Subdivision, that a new parcel will be created on the Existing Property. This new parcel will contain the existing library facility and parking area, approximately 1.25 acres in area. The Subdivision shall allow ingress and egress to users of the adjoining city park via the existing parking lot. A separate maintenance agreement may be necessary to delineate the parties' individual responsibilities.
- d. The District shall be responsible for submitting an application for the Subdivision and taking all steps reasonably necessary to have the Subdivision completed and recorded. The District shall be responsible to pay for all the costs and fees associated with preparing, submitting and recording the Subdivision.
- e. Prior to submitting the application for the Subdivision, the District shall provide the RDA with complete copy of the application the District intends to submit. RDA shall then have ten (10) business days to review the application. On or before the end of the ten-day period, RDA shall either (i) approve the application in writing or (ii) provide written notice to the District that the application is unacceptable. If RDA approves the application, then the District shall submit it and pursue approval and recordation with commercially reasonable efforts consistent with the terms of this Agreement. If RDA provides notice that the application is unacceptable, then it shall provide the District with detailed grounds for rejection of the application

3. ADDITIONAL OBLIGATIONS

- a. Maintenance Agreement. Based on the Subdivision, a separate maintenance agreement may be necessary. The maintenance agreement could address, but is not limited to, landscaping, water meters, site maintenance and other related matters. The necessity and establishment of a Maintenance Agreement shall be determined, and if necessary executed, prior to Closing.

- b. Conditions of Sale. Two conditions shall be included in the closing documents that state (i) that if the District should ever desire to divest of the Existing and/or New Property and Improvements through sale, lease or like instrument the RDA and City of Mesquite will have the first option to buy or lease the property at the appraised value. The District may convey the Existing and/or New Property to another party, but only after the RDA and the City of Mesquite have opted not to purchase or lease said parcels at the appraised value. If the property and improvements are successfully sold or leased to another party, the RDA shall be reimbursed the appraised value of the property and the Library District shall retain the value of the improvements. (ii) that if the District does not commence construction on the new library facility within twelve months of the transfer of the property, the New Property shall revert back to its original ownership.
- c. Performance Timeline. The Library District shall have twelve (12) months from the Effective Date of this Agreement to obtain Approved Plans. Approved Plans shall be defined as Architectural Review and Site Plan Approval.
- d. Pre-Closing Condition. The RDA shall not transfer either property until there are Approved Plans.

4. CLOSING

- a. Date and Place of Closing. The closing shall take place in the offices of the Escrow Agent, or such other location as Parties shall mutually agree. The Closing shall occur on a date mutually acceptable to the Parties, but in no event later than three weeks after obtaining Approved Plans, unless mutually extended by the Parties.
- b. RDA Items to Be Delivered At Closing. On or before the Closing, the RDA shall deliver to the Escrow Agent or cause to be delivered, each of the following items:
 - i. A Grant Bargain Sale Deed to the Existing Property, duly executed and acknowledged by the RDA, conveying good, marketable, and indefeasible fee simple title to District.
 - ii. A Grant Bargain Sale Deed to the New Property, duly executed and acknowledged by the RDA, conveying good, marketable, and indefeasible fee simple title to District.
 - iii. All documents and instruments which may be required to accomplish the Subdivision.
 - iv. All additional documents and instruments which District or Escrow Agent reasonably determines to be necessary to the consummation of this transaction.

- v. Conditions of Sale language, in accordance with Section 3B.
- c. District Items to Be Delivered At Closing. On or before the Closing, the District shall deliver to the Escrow Agent or cause to be delivered, the following item:
 - i. All documents and instruments which may be required to accomplish the Subdivision.
 - ii. All additional documents and instruments which RDA or Escrow Agent reasonably determines to be necessary to the consummation of this transaction.
 - iii. Maintenance Agreement, in accordance with Section 3A.
 - iv. Approved Plans, in accordance with Section 4C3C.
- d. Closing Costs. All escrow, closing fees and recording fees charged by the Escrow Agent shall be paid the District. Each Party shall be responsible for all of their own costs associated with their own counsel and other advisors in connection with this transaction.

5. MISCELLANEOUS TERMS

- a. Assignment. This Agreement may only be assigned with the prior written approval of the other Party.
- b. Cooperation. The Parties agree to cooperate and execute such documents and instruments as reasonably necessary to accomplish this transaction.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any proceeding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.
- e. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto.
- f. Professional Fees. In the event of the bringing of any action, arbitration, mediation or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other Party arising out of this Agreement, then in that event the prevailing Party will be entitled to have the recovery of

7060 W. Windmill Lane
Las Vegas, NV 89113
Attention: Office of the General Services Director

Either party hereto may from time to time designate in writing any other address to which notices shall be delivered. All notices hereunder shall be deemed given when (i) personally delivered, (ii) one (1) business day after having been delivered to an overnight courier, or (iii) three (3) business days after having been deposited in the United States mail in accordance with the foregoing.

[The Remainder of this page intentionally left blank]

**Redevelopment Agency of the
City of Mesquite, Nevada:**

By: Allan S. Litman
Allan S. Litman, Chair

Dated: July 29, 2015

ATTEST:

By: Tracy E. Beck
Tracy E. Beck, Deputy City Clerk

APPROVED AS TO FORM:

By: Robert Sweetin
Robert Sweetin, City Attorney

**Las Vegas-Clark County
Library District:**

By: Dr. Ronald R. Heezen
Dr. Ronald R. Heezen, Executive Director

Dated: 18 August 2015

ATTEST:

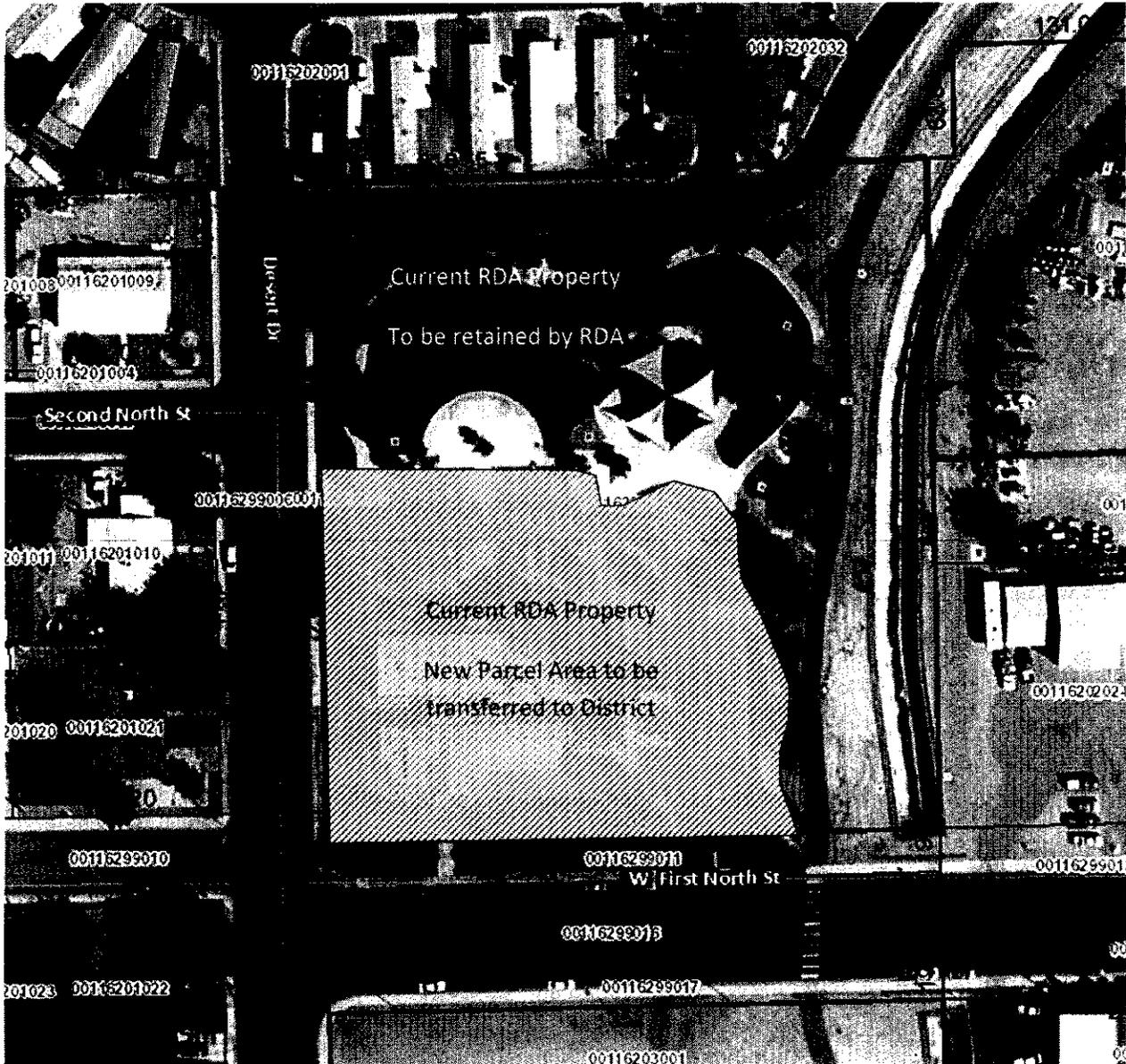
By: Allison P. Boyer
Allison P. Boyer, Executive Assistant

APPROVED AS TO FORM:

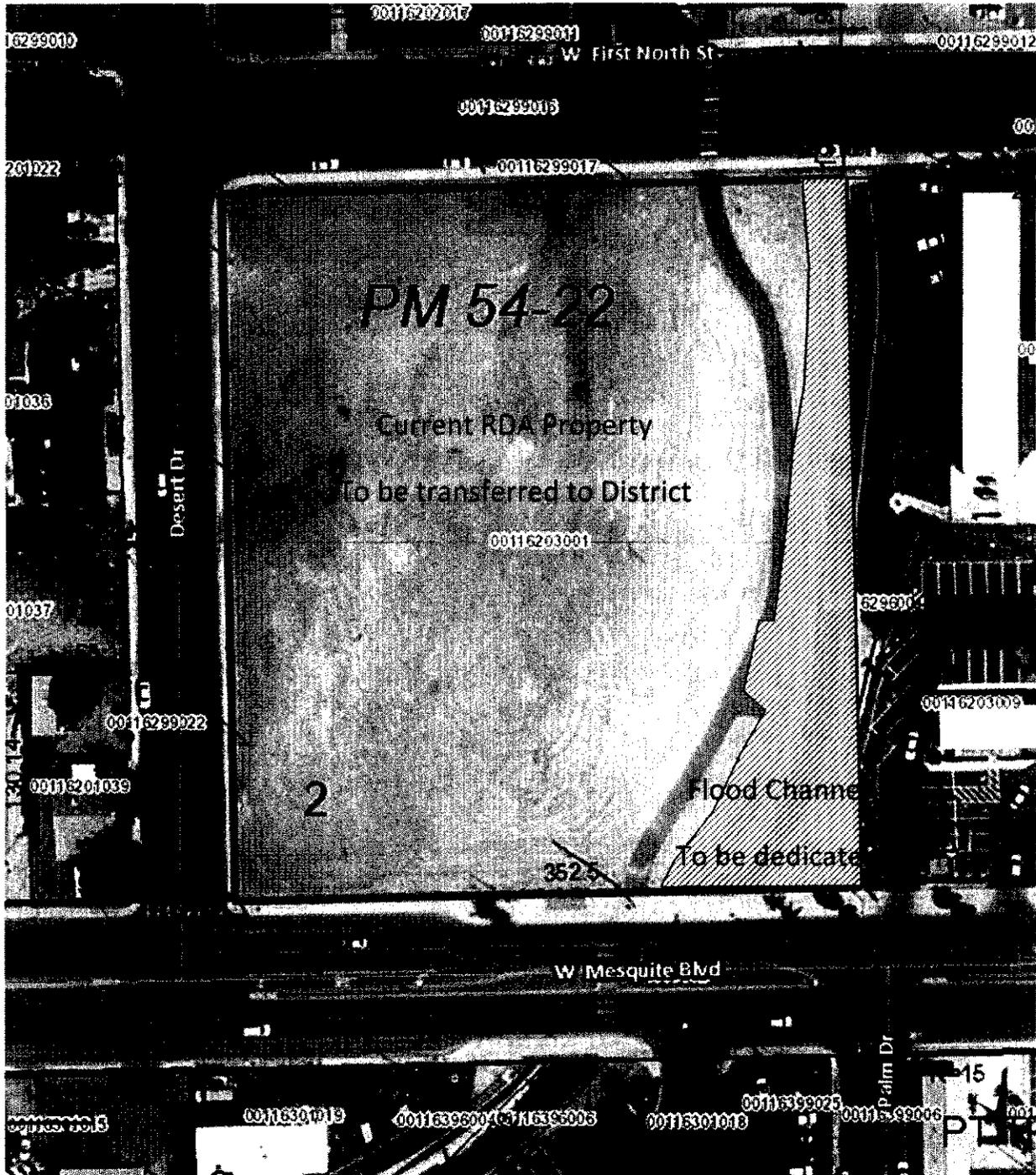
By: Gerald M. Welt
Gerald M. Welt, Counsel for Las Vegas-
Clark County Library District

Exhibit C

CONCEPTUAL EXISTING PROPERTY SUBDIVISION



CONCEPTUAL NEW PROPERTY SUBDIVISION



Mesquite

Nevada

July 30, 2015

Dr. Ronald R. Heezen
Executive Director
Las Vegas-Clark County Library District:

Dear Dr. Heezen,

At the Mesquite City Council meeting held on July 14, 2015, Council approved the Agreement for the transfer of real property between the Redevelopment Agency of the City of Mesquite (RDA) and the Las-Vegas- Clark County Library District.

Please find two copies of this Agreement. Please sign both copies and return one copy to me for the City's records and keep a copy for your records.

If you have any questions, please feel free to contact me.

Sincerely,

Tracy E. Beck
Deputy City Clerk
10 E. Mesquite, NV
Mesquite, NV 89027

702-346-5295 ext 2206

Enclosure: Two (2) original Agreements for signature

/t

EXHIBIT C

PROPOSED PARCEL MAPS

OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. LITMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREIN, CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS, AS SHOWN HEREIN TO AND FOR THE USE OF THE PUBLIC. PERMANENT EASEMENTS, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, (P.U. & D.E.) ARE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. LITMAN, MAYOR _____ DATE _____
 ATTEST:
 TARCY E. BECK, CITY CLERK _____ DATE _____
 APPROVED AS TO FORM:
 ROBERT SWEETIN, CITY ATTORNEY _____ DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
) S.S.
 COUNTY OF CLARK }
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____
 BY ALLAN S. LITMAN, MAYOR, ROBERT SWEETIN, CITY ATTORNEY AND
 ATTESTED BY TARCY E. BECK, CITY CLERK.

 MY COMMISSION EXPIRES
 NOTARY PUBLIC

EASEMENTS

ALL LOTS TO HAVE A 5.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREIN) AND REAR LOT LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONTIGUOUS TO PRIVATE DRIVES AND DEDICATED RIGHT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

DISCLAIMER

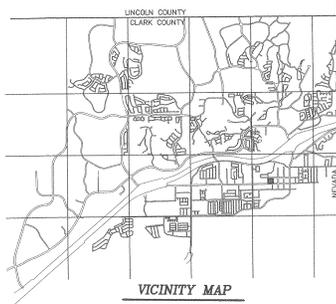
THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5998.

**PARCEL MAP
 FOR
 THE CITY OF MESQUITE, NEVADA**

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN
 CITY OF MESQUITE, CLARK COUNTY, NEVADA



VICINITY MAP

LEGAL DESCRIPTION

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:

ALL OF PARCEL 2 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MASP IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

CONTAINS 3.22 ACRES, MORE OR LESS AS DESCRIBED, 3 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA. N88°33'18"E

REFERENCE DOCUMENTS

- 1- FILE 183, PAGE 47 OF SURVEYS
- 2- FILE 54, PAGE 22 OF PARCEL MAPS
- 3- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	GRID DISTANCE	GROUND DISTANCE	NORTHING	EASTING
BERTINA	S 14°46'49" W	827.374 m	2714.663	8,229,862.178	334,754.719
MON @ DESERT DR. & WEST FIRST NORTH	S 85°07'11" E	1261.524 m	3991.487	8,229,082.179	334,543.844
TRACT 37-AD7				8,228,976.570	335,755.775

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

I, VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF MESQUITE, NEVADA.
2. THE LANDS SURVEYED LIE WITHIN TRACT 37 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXXXX, 2016.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
 PROFESSIONAL LAND SURVEYOR
 NEVADA LICENSE No. 11424
 EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2016, I DID EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

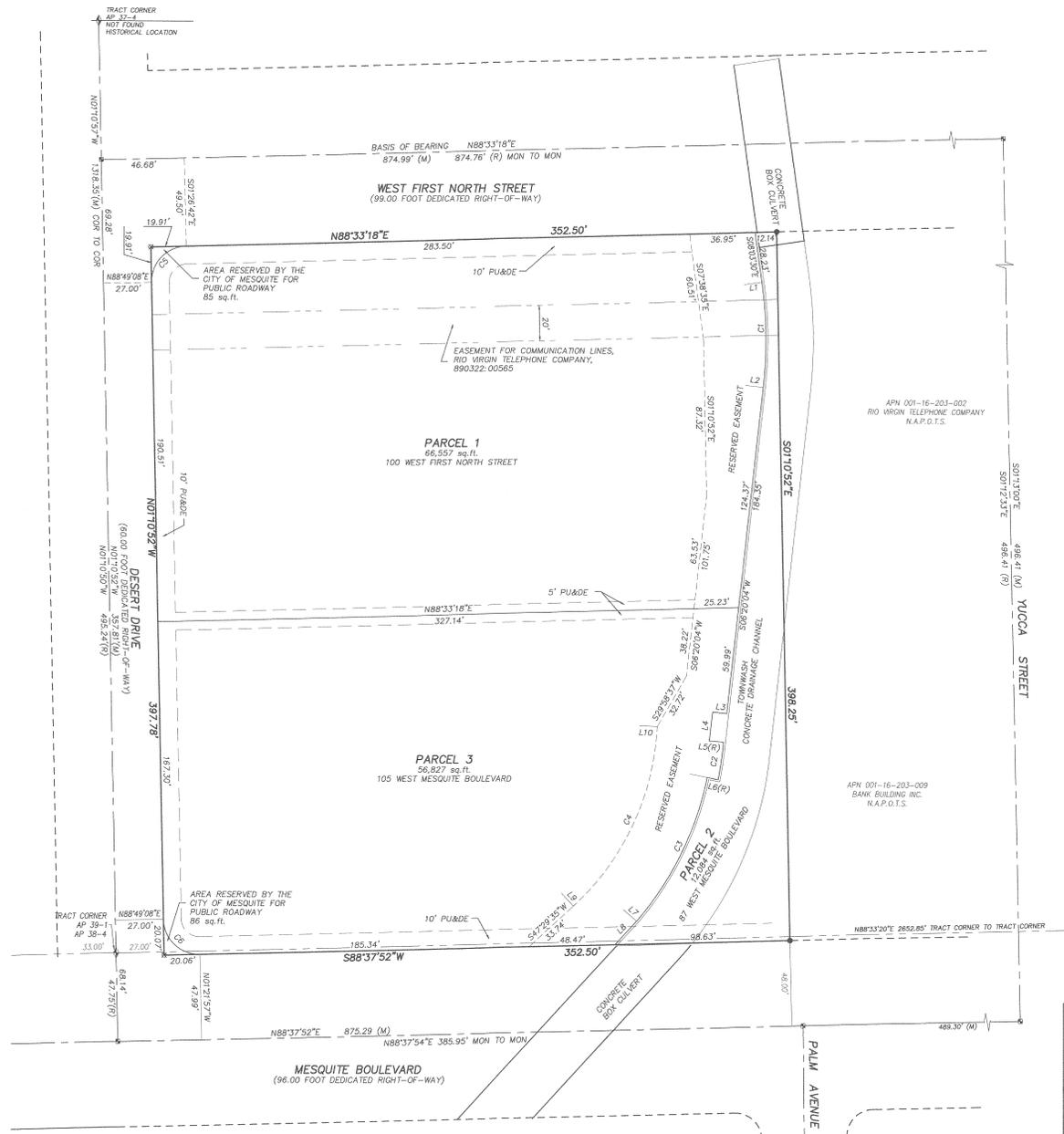
TRAVIS H. ANDERSON, P.E.
 CITY ENGINEER
 CITY OF MESQUITE
 NEVADA LICENSE No. 16479
 EXPIRATION DATE: DECEMBER 31, 2016

APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.010 THROUGH 278.630.

RICHARD SECRIST
 PLANNING DIRECTOR

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA		NO. _____ FILED AT THE REQUEST OF BULLIICH BROTHERS ENGINEERING DATE: _____ AT: _____ FILE: _____ PAGE: _____ "OF PARCEL MAPS" OFFICIAL RECORDS BOOK _____ CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY, RECORDER FEE \$: _____ DEPUTY: _____
LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA  BULLIICH BROTHERS ENGINEERING, INC. CIVIL ENGINEERS—LAND SURVEYORS— LAND PLANNERS 750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)346-5100		
DRWN: WRC CHKD: WRC	FILE NAME: 1709WIS	DATE: JANUARY 2016 SCALE: NO SCALE
JOB No. 1709	SHEET 1 OF 2	FILE _____, PAGE _____



EASEMENT NOTE

EASEMENT RESERVED BY THE CITY OF MESQUITE FOR UTILITIES, ACCESS, MAINTENANCE AND NEW CONSTRUCTION AS REQUIRED BY PUBLIC WORKS.

CURVE TABLE

No.	RADIUS	LENGTH	ANGENT	DELTA
C1	236.11'	59.31'	29.81'	174°23'54"
C2	183.77'	21.30'	10.66'	08°38'24"
C3	177.49'	60.96'	46.50'	29°21'50"
C4	145.93'	114.28'	60.25'	44°52'17"
C5	20.00'	31.32'	19.91'	88°47'05"
C6	20.00'	31.48'	20.06'	90°11'05"

LINE TABLE

No.	BEARING	DISTANCE
L1	S81°56'30"W	RADIAL
L2	S83°39'56"E	RADIAL
L3	N83°30'44"W	18.00'
L4	S08°27'50"W	16.37'
L5	S85°12'19"E	18.00'
L6	N42°33'55"W	16.28'
L7	N49°12'05"W	RADIAL
L8	N44°25'35"E	17.69'
L9	S42°30'25"E	RADIAL
L10	N87°22'42"W	RADIAL

LEGEND

- SURVEY BOUNDARY
- - - EASEMENT LINE
- TRACT LINE
- - - ADJACENT LOT LINE
- STREET CENTERLINE
- SET REBAR & CAP PLS 11424
- FOUND BAR & CAP PLS 11424
- ⊕ FOUND NAIL & WASHER PLS 11424
- ⊕ FOUND ALCAP CENTERLINE STREET MONUMENT
- ⊕ STAMPED PLS 11424
- ⊕ FOUND BRASS CAP AT TRACT CORNER
- ⊕ STAMPED PLS 2643
- APR: ASSESSOR'S PARCEL NUMBER
- (M): MEASURED
- (R): RECORDED
- NOT A PART OF THIS SURVEY
- N.A.P.O.T.S.: MONUMENT TO MONUMENT
- MON TO MON: MONUMENT TO MONUMENT



PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA

LOCATED IN SECTION 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA



BULLOCH BROTHERS ENGINEERING, INC.
CIVIL ENGINEERS—LAND SURVEYORS—
LAND PLANNERS
750 WEST PIONEER BOULEVARD
MESQUITE, NV 89027 (702)346-5100

DRWN: WRC	FILE NAME: 1705PM25	DATE: JANUARY 2016	JOB No. 1705	SHEET 2 OF 2
CHKD: WRC		SCALE: 1" = 30'		

BOOK _____ PAGE _____

OWNER'S CERTIFICATE AND DEDICATION

I, ALLAN S. LITMAN, MAYOR OF THE CITY OF MESQUITE, NEVADA, DO HEREBY CERTIFY THAT BEING THE OWNER OF THE LAND SHOWN HEREIN, CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATED INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREIN AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF MESQUITE AND ITS SUCCESSORS AND ASSIGNS ALL PUBLIC STREETS, EXCEPT PRIVATE STREETS, AS SHOWN HEREIN TO AND FOR THE USE OF THE PUBLIC PERMANENT EASEMENTS, IF ANY, AS SHOWN OR NOTED HEREIN AND DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, (P.U.&D.E.) ARE FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES.

ALLAN S. LITMAN, MAYOR _____ DATE _____
ATTEST:
TARCY E. BECK, CITY CLERK _____ DATE _____
APPROVED AS TO FORM:
ROBERT SWEETIN, CITY ATTORNEY _____ DATE _____

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } S.S.
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY ALLAN S. LITMAN, MAYOR; ROBERT SWEETIN, CITY ATTORNEY AND ATTESTED BY TARCY E. BECK, CITY CLERK.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

EASEMENTS

ALL LOTS TO HAVE A 5.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG EACH SIDE (AS SHOWN HEREIN) AND REAR LOT LINES AND A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG FRONT LOT LINES CONTIGUOUS TO PRIVATE DRIVES AND DEDICATED RIGHT-OF-WAY LINES. ALL COMMON ELEMENTS TO HAVE A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES. (UNLESS OTHERWISE SPECIFIED).

DISCLAIMER

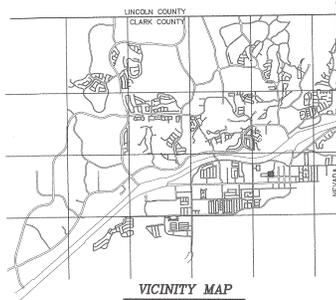
THE CITY OF MESQUITE HEREBY DISCLAIMS ANY RESPONSIBILITY AS TO THE ACTUAL FIELD POSITION OF PROPERTY LINES AND MONUMENTATION AS DEPICTED ON THIS DOCUMENT.

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695.

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA



LEGAL DESCRIPTION

LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, WITHIN THE CITY OF MESQUITE, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS:
ALL OF PARCEL 1 AS RECORDED IN FILE 54, PAGE 22 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.
CONTAINS 3.06 ACRES, MORE OR LESS AS DESCRIBED, 2 PARCELS

BASIS OF BEARING

THE MONUMENT LINE OF WEST FIRST NORTH STREET FROM THE MONUMENT IN THE INTERSECTION OF DESERT DRIVE AND FIRST NORTH STREET, YUCCA STREET AND WEST FIRST NORTH STREET AS RECORDED IN FILE 162, PAGE 44 OF SURVEYS IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, N88°33'18"E

REFERENCE DOCUMENTS

- 1- FILE 183, PAGE 47 OF SURVEYS
- 2- FILE 54, PAGE 22 OF PARCEL MAPS
- 3- FILE 77, PAGE 37 OF SURVEYS

VIRGIN VALLEY GEODETIC CONTROL

DESCRIPTION	BEARING	GRID DISTANCE	GROUND DISTANCE	NORTHING	EASTING
BERTINA	S 14°46'49" W	827.374 m	2714.663'	8,229,882.176	334,754.719
MGN @ DESERT DR. & WEST FIRST	NORTH			8,229,082.179	334,543.844
TRACT 37-AP2	S 85°01'11" E	1261.524 m	3991.487'	8,228,976.570	335,755.775

NEVADA COORDINATE SYSTEM, EAST ZONE, NAD-83 BASED ON SURVEY FILE 77, PAGE 37.

SURVEYOR'S CERTIFICATE

- VICTOR R. CAMPBELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF MESQUITE, NEVADA.
2. THE LANDS SURVEYED LIE WITHIN TRACT 37 TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MESQUITE, CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON XXXXXXXX, 2016.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

VICTOR R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE No. 11424
EXPIRATION DATE: DECEMBER 31, 2016

CITY ENGINEER'S CERTIFICATE

I, TRAVIS H. ANDERSON, P.E., CITY ENGINEER FOR THE CITY OF MESQUITE, NEVADA DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2016, I DID EXAMINE THIS PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA, AND THAT THE PARCEL MAP AS SHOWN HEREIN IS TECHNICALLY CORRECT.

TRAVIS H. ANDERSON, P.E.
CITY ENGINEER
CITY OF MESQUITE
NEVADA LICENSE No. 16479
EXPIRATION DATE: DECEMBER 31, 2016

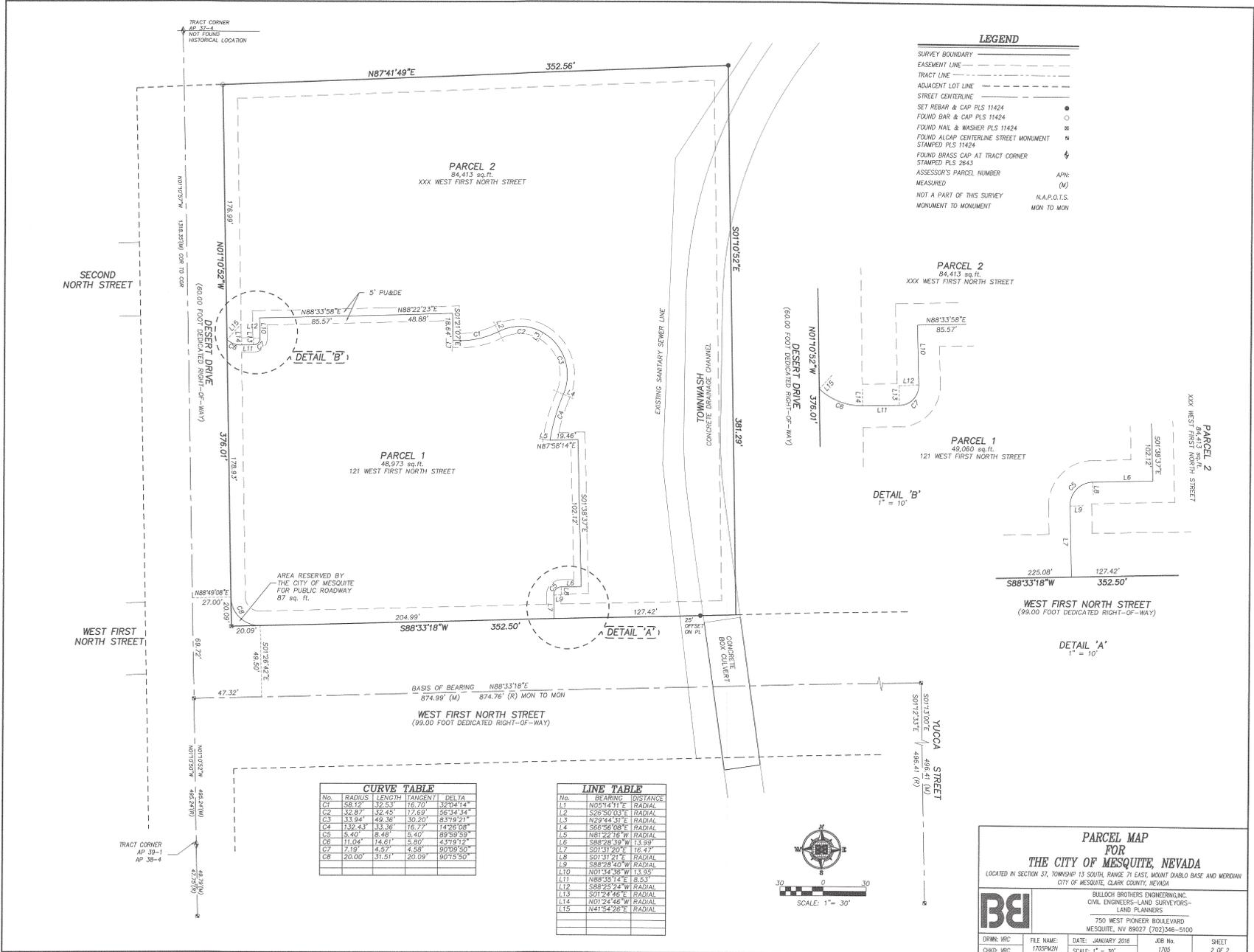
APPROVAL BY THE CITY OF MESQUITE

THIS IS TO CERTIFY THAT THE PLANNING DIRECTOR OF MESQUITE, NEVADA, ON THIS _____ DAY OF _____, 2016, DID APPROVE FOR PURPOSES OF LAND DIVISION AND ACCEPT ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION PER NRS 278.010 THROUGH 278.630.

RICHARD SECRIST
PLANNING DIRECTOR

PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA
LOCATED IN TRACT 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MESQUITE, CLARK COUNTY, NEVADA
BULLOCH BROTHERS ENGINEERING, INC. CIVIL ENGINEERS-LAND SURVEYORS-LAND PLANNERS
750 WEST PIONEER BOULEVARD MESQUITE, NV 89027 (702)346-5100
DRWN: VRC FILE NAME: DATE: JANUARY 2016 JOB No. SHEET 1789MHW SCALE: NO SCALE 1785 1 OF 2
NO. FILED AT THE REQUEST OF BULLOCH BROTHERS ENGINEERING DATE: _____ AT: _____ FILE: _____ PAGE: _____ 'OF' PARCEL MAPS OFFICIAL RECORDS BOOK CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY, RECORDER FEE \$: _____ DEPUTY: _____

FILE _____, PAGE _____



PARCEL MAP FOR THE CITY OF MESQUITE, NEVADA

LOCATED IN SECTION 37, TOWNSHIP 13 SOUTH, RANGE 71 EAST, MOUNT Diablo BASE AND MERIDIAN
CITY OF MESQUITE, CLARK COUNTY, NEVADA

BULLOCH BROTHERS ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

750 WEST PIONEER BOULEVARD
MESQUITE, NV 89027 (702)346-5100

BB

DATE: JANUARY 2016
SCALE: 1" = 30'

FILE NAME: 1703PKN
JOB No: 1705
SHEET: 2 OF 2

BOOK _____ PAGE _____