

BOARD OF REGENTS
BRIEFING PAPER

1. **AGENDA ITEM TITLE:** Clark County Water Reclamation District (CCWRD) Sewer Infrastructure Ownership Transfer to UNLV for Maryland Campus and Approval of a New Grant of Easement for CCWRD Infrastructure Remaining on Campus
MEETING DATE: March 2 – 3, 2017

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Clark County Water Reclamation District (“CCWRD”) was performing routine inspections several years ago on its sewer facilities located on the UNLV campus and identified discrepancies with right of way/easement records. CCWRD brought to the attention of UNLV four UNLV buildings were constructed over easements belonging to CCWRD and the sewer facilities were relocated as part of the construction projects without CCWRD approval or modification to the easements. The four buildings include: Thomas Beam Engineering Complex – constructed by the State Public Works Board (SPWB) in 1988, Lied Library – constructed by the SPWB in 2000, the Cottage Grove Parking Garage - constructed by UNLV in 2001, and the Science and Engineering Building – constructed by the SPWB in 2005. As a result, CCWRD has identified a 3,085 linear foot section of sewer facilities that was affected and confirmed this section is used exclusively by UNLV. UNLV and CCWRD agreed this section would become owned, operated, and maintained by UNLV, subject to Board of Regent approval. UNLV leadership requested CCWRD have a third-party conduct a condition assessment of the 3,085 linear foot section prior to the transfer. After an assessment was performed by a consultant and after the repair by CCWRD of one area, UNLV has determined all sewer facilities to be transferred now meet acceptable standards. The transfer of this section of sewer facilities to UNLV will also terminate the associated easement obligations. For reference, please see the copy of the Relinquishment of Easement (Reference 2) document that will be executed and recorded by CCWRD upon receipt of NSHE/UNLV executed documentation. The location of the 3,085 linear feet of sewer facilities to be transferred to the UNLV is noted in green on the attached map entitled “Sewer Lines to be Transferred to UNLV” (see Reference 1, Exhibit B). Several current easements held by CCWRD located on the Maryland campus are being relinquished and updated easements established, as it is felt this is a more efficient approach to establishing a clean baseline of easements associated with the Maryland Parkway campus. Existing campus sewer facilities already owned, operated, and maintained by the UNLV are noted in red on the same map and measure approximately 36,800 linear feet.

UNLV and CCWRD determined that UNLV’s assumption of ownership of the 3,085 linear feet of CCWRD facilities located within the boundaries of the Maryland Campus would be the most effective method for resolution of the issues associated with the campus sewer facilities (see Reference 1-Private Sewer Agreement). CCWRD will retain ownership of 10,919 linear feet of sewer facilities located on campus as these facilities are components of the CCWRD main sewer distribution system and serve many customers other than UNLV. In order to allow CCWRD to maintain and repair the sewer facilities it will continue to own, operate, and maintain on UNLV property, UNLV is to execute the Grant of Easement for these facilities only (see Reference 3) (this will re-create easements for the retained facilities, remove easements no longer required, and more accurately define the easements.) The sewer facilities which CCWRD will retain are shown on the map entitled “Exhibit C: Sewer Lines to Remain Public, Easements to be Retained, and New Public Easements” (see Reference 1).

UNLV has implemented procedures to ensure proper approvals and standards are followed to help assure errors like this no longer happen. Construction projects include a survey of the real property impacted. An integral component of the survey is a search of County property records to identify any exiting easements. Additionally, as easements are created or identified through UNLV activities, Facilities Management is provided the easement information which is maintained in digital format within the campus infrastructure document library. Project managers, either UNLV or SPWB, and design consultants will be provided a record of known easements potentially impacted by construction projects as part of the UNLV Design, Construction, and Sustainability Standards. Facilities Management personnel will verify the location of easements and facility locations when created with in-house geographic information system equipment.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Len Jessup requests approval of the Private Sewer Agreement which will allow UNLV to assume ownership of 3,085 linear feet of specifically identified CCWRD sewer facilities located on the UNLV Maryland Campus. In addition, UNLV President Len Jessup requests approval of the Grant of Easement for sewer facilities that will remain under CCWRD ownership and located on UNLV property. UNLV President Len Jessup also requests that the Chancellor be authorized to finalize, approve, and execute any additional easements and/or ancillary documents necessary to complete the transition described herein; provided such documents are first approved as to legal form by the Vice Chancellor for Legal Affairs.

4. IMPETUS (WHY NOW?):

CCWRD brought to the attention of UNLV four UNLV buildings were constructed over easements belonging to CCWRD and the sewer facilities were relocated as part of the construction projects without CCWRD approval or modification to the easements. The parties have been negotiating a resolution to this matter and a proposed agreement was recently reached.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- UNLV ownership of existing CCWRD facilities will give UNLV full control of a critical campus infrastructure.
- Inspections performed by a third-party consultant determined all facilities to be transferred to UNLV now meet acceptable standards.
- There is little maintenance required on sewer facilities as they generally work well unless there is some major failure.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- UNLV will add approximately 3,085 linear feet of sewer facilities to its existing 36,800 linear feet of sewer facility infrastructure.

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

- Do not grant ownership transfer of sewer facilities from CCWRD to UNLV and thus create the possibility of obliging the University to remedy any outstanding violations of CCWRD policy, standards, and easements.

8. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9)
 Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
 Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
 Other: _____
 Fiscal Impact: Yes No
 Explain: While no funds will be exchanged between the parties as part of the ownership transfer, there is a fiscal commitment for future maintenance of the transferred sewer facilities but we estimate these costs will be minimal and well below the \$25K/year threshold.



GRANT OF EASEMENT

UNLV
TOWNSHIP 21, RANGE 61, AND SECTION 22
APN 162-22-203-001, 162-22-308-010, 162-22-601-001 AND 162-22-701-003
CCWRD # 728

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Las Vegas (“GRANTOR”), for valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CLARK COUNTY WATER RECLAMATION DISTRICT**, its successors and assigns (“DISTRICT”), a perpetual right of way and easement in land hereafter described in Clark County, Nevada (“Easement Area”), for the purpose of trenching, laying, constructing, operating, inspecting, maintaining, repairing and removing sewage lines and appurtenant structures.

The Easement Area is described in **EXHIBIT A**, attached hereto and incorporated herein by reference.

GRANTOR, for itself, its heirs, successors and assigns, hereby covenants and agrees as follows:

1. To allow the DISTRICT, its officers, contractors, agents or employees to, at any and all times when necessary or convenient to do so, go over and upon the Easement Area, and for the ingress and egress of vehicles and pedestrians to and from the Easement Area, to perform any and all acts necessary or convenient to carrying into effect the purposes for which this grant is made.
2. GRANTOR shall not disturb, injure, molest, or in any manner interfere with any sewage line or appurtenant structure or material for trenching, laying, constructing, operating, inspecting, maintaining, repairing or removing the same, in, over, and upon the Easement Area.
3. GRANTOR shall not place upon the Easement Area any buildings, structures, fences, trees, shrubs, lighting, hardscape, improvements or landscaping which would interfere with the DISTRICT’s use of or access to the Easement Area.
4. The DISTRICT shall not be liable for any damage to or maintenance of any of the GRANTOR’s improvements placed in, over, or upon the Easement Area, nor shall the DISTRICT be responsible for maintenance of the surface of the Easement Area.
5. If GRANTOR undertakes construction resulting in a change of grade or requiring the relocation of the DISTRICT’s facilities within the Easement Area, GRANTOR shall bear the full cost of relocation of the DISTRICT’s facilities deemed necessary by the DISTRICT.
6. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR, the DISTRICT, and their heirs, successors and assigns.
7. Signatory for GRANTOR warrants that he or she has the legal authority to bind GRANTOR, and GRANTOR further warrants that it may legally grant the rights described herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



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EXHIBIT A
CLARK COUNTY WATER RECLAMATION DISTRICT
LEGAL DESCRIPTION
APN'S 162-22-203-001, 162-22-308-010, 162-22-601-001 AND 162-22-701-003

EXPLANATION:

THIS LEGAL DESCRIBES EASEMENTS OF VARYING WIDTH OVER A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND PARKWAY AND HARMON AVENUE, FOR SEWER PURPOSES.

PARCEL 1

A STRIP OF LAND 40.00 FEET WIDE, LYING 20.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, SAID POINT BEING THE CENTERLINE INTERSECTION OF HARMON AVENUE AND MARYLAND PARKWAY; THENCE ALONG THE EASTERLY LINE THEREOF, COINCIDENT WITH THE CENTERLINE OF SAID MARYLAND PARKWAY, SOUTH 03°31'42" EAST, 758.93 FEET; THENCE SOUTH 86°28'18" WEST, DEPARTING SAID EASTERLY LINE AND SAID CENTERLINE, 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARYLAND PARKWAY AND THE **POINT OF BEGINNING**; THENCE SOUTH 58°10'54" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, 22.71 FEET; THENCE SOUTH 03°31'42" EAST, 316.66 FEET; THENCE SOUTH 45°49'02" WEST, 160.65 FEET; THENCE NORTH 89°37'10" WEST, 1016.47 FEET; THENCE NORTH 52°12'28" WEST, 85.91 FEET; THENCE NORTH 03°41'19" WEST, 725.74 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**; THENCE CONTINUING NORTH 03°41'19" WEST, 393.04 FEET; THENCE NORTH 54°51'09" WEST, 28.22 FEET; THENCE NORTH 89°08'11" WEST, 156.09 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**; THENCE CONTINUING NORTH 89°08'11" WEST, 1140.53 FEET TO THE **POINT OF TERMINUS**. SAID POINT BEARS NORTH 89°45'20" WEST, 2594.11 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22.

THE SIDELINES OF SAID 40.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS, TO BEGIN ON SAID WESTERLY RIGHT-OF-WAY LINE OF MARYLAND PARKWAY AND TO TERMINATE ON THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID SECTION 22.

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ATKINS

PARCEL 2

A STRIP OF LAND 40.00 FEET WIDE, LYING 20.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT "A"**; THENCE NORTH 51°06'16" WEST, 77.04 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"** AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 40.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO BEGIN ON THE WESTERLY LINE OF SAID PARCEL 1 AND SHALL BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS OF PARCEL 3.

PARCEL 3

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED **POINT "B"**; THENCE NORTH 89°13'06" WEST, 1258.35 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"** AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 20.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS OF SAID PARCEL 2 AND SAID PARCEL 4.

PARCEL 4

A STRIP OF LAND 30.00 FEET WIDE, LYING 15.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT "C"**; THENCE SOUTH 01°50'18" EAST, 451.83 FEET; THENCE NORTH 89°11'51" WEST, 625.67 FEET TO THE **POINT OF TERMINUS**. SAID POINT BEARS SOUTH 75°58'14" WEST, 3276.28 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22.

THE SIDELINES OF SAID 30.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO BEGIN AT THE ANGLE POINTS OF SAID PARCEL 3 AND TO TERMINATE ON THE EASTERLY RIGHT-OF-WAY LINE OF NAPLES DRIVE AS RECORDED PER BOOK 227, AS INSTRUMENT NO. 0184085, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ATKINS

PARCEL 5

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT "D"**; THENCE NORTH 44°05'41" WEST, 51.44 FEET; THENCE NORTH 89°11'57" WEST, 1860.01 FEET TO THE **POINT OF TERMINUS**. SAID POINT BEARS NORTH 89°01'41" WEST, 3349.79 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22.

THE SIDELINES OF SAID 20.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO BEGIN ON THE NORTHERLY LINE OF SAID PARCEL 1 AND TO TERMINATE ON THE EASTERLY RIGHT-OF-WAY LINE OF HARMON AVENUE AS RECORDED PER BOOK 980901, AS INSTRUMENT NO. 01205, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 6

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, SAID POINT BEING THE CENTERLINE INTERSECTION OF TROPICANA AVENUE AND MARYLAND PARKWAY; THENCE ALONG THE EASTERLY LINE THEREOF, COINCIDENT WITH THE CENTERLINE OF SAID MARYLAND PARKWAY, NORTH 03°31'42" WEST, 743.29 FEET; THENCE NORTH 89°43'09" WEST, DEPARTING SAID EASTERLY LINE AND SAID CENTERLINE, 454.19 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 89°43'09" WEST, 170.61 FEET; THENCE NORTH 03°37'14" WEST, 208.41 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "E"**; THENCE CONTINUING NORTH 03°37'14" WEST, 114.80 FEET; THENCE NORTH 61°30'33" WEST, 41.29 FEET TO THE **POINT OF TERMINUS**. SAID POINT BEARS SOUTH 76°57'08" WEST, 668.15 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22.

THE SIDELINES OF SAID 20.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS, TO BEGIN ON WESTERLY LINE OF AN EASEMENT GRANTED TO CLARK COUNTY WATER RECLAMATION DISTRICT RECORDED IN BOOK 980824, AS INSTRUMENT NO. 00867, OFFICIAL RECORDS, CLARK COUNTY, NEVADA AND TO TERMINATE ON THE EASTERLY LINE OF THAT CERTAIN DEED RECORDED IN BOOK 263, AS INSTRUMENT NO. 222853, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ATKINS

PARCEL 7

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT "E"**; THENCE SOUTH 86°22'46" WEST, 35.15 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID 20.00 FEET WIDE STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO BEGIN ON THE WESTERLY LINE OF SAID PARCEL 6 AND TO TERMINATE ON THE EASTERLY LINE OF THAT CERTAIN DEED RECORDED IN BOOK 294, AS INSTRUMENT NO. 253864, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

SAID EASEMENT PARCELS CONTAINS APPROXIMATELY 6.21 ACRES (270,666 SQ. FT).

BASIS OF BEARING

GRID NORTH AS DEFINED BY THE NEVADA COORDINATE SYSTEM OF 1983 (NCS83), EAST ZONE, (2701), DETERMINED BY CLARK COUNTY GIS CONTROL POINT "WHITNEY 2" & CLARK COUNTY GIS CONTROL POINT "855" AS BEING SOUTH 74°05'06" WEST, AS SHOWN ON THE MAP THEREOF IN FILE 88 OF SURVEYS, PAGE 53, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



CLARK COUNTY WATER RECLAMATION
 DESCRIPTION: DISTRICT-PROJECT NO. 728

PROJECT No.: 100044026

DATE: 4-4-16

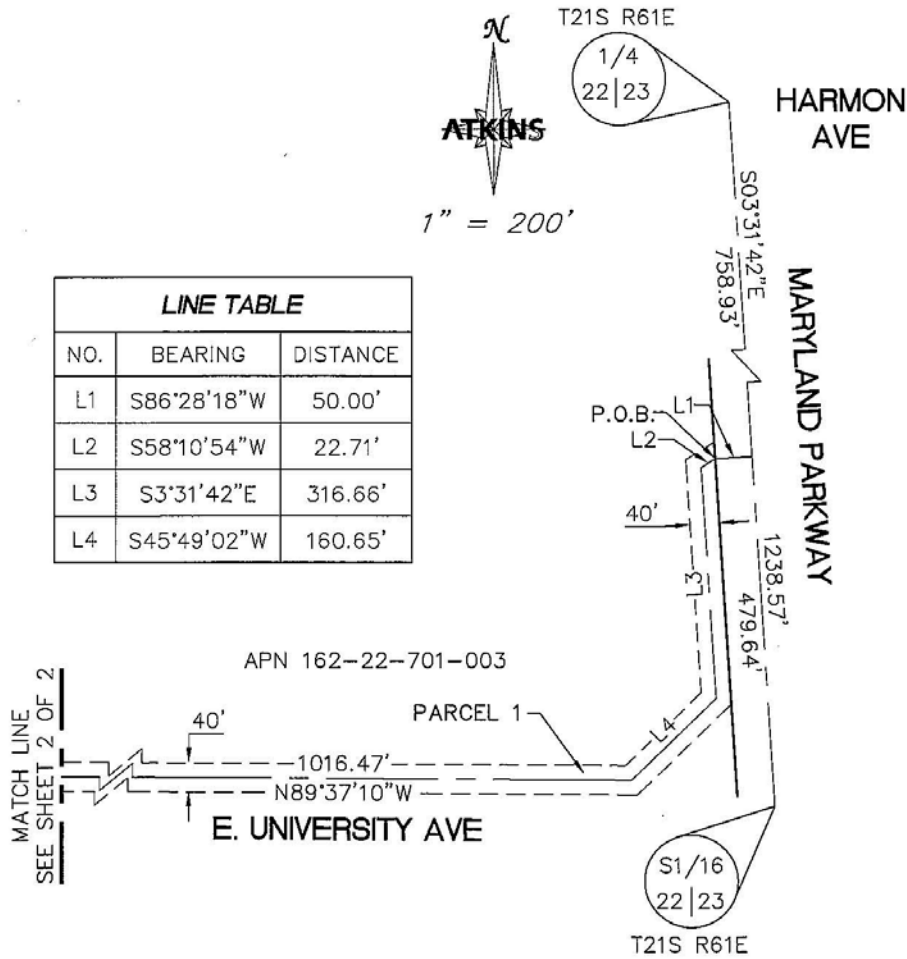
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1" = 200'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S86°28'18"W	50.00'
L2	S58°10'54"W	22.71'
L3	S3°31'42"E	316.66'
L4	S45°49'02"W	160.65'



OWNER: UNIVERSITY BOARD OF REGENTS

PARCEL No.: 162-22-308-010, 162-22-601-001, 162-22-701-003

SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST

TOTAL AREA OF ACQUISITION: 270,666± S.F. (6.21 AC.)

EXHIBIT 'B'

SHEET 1 OF 5

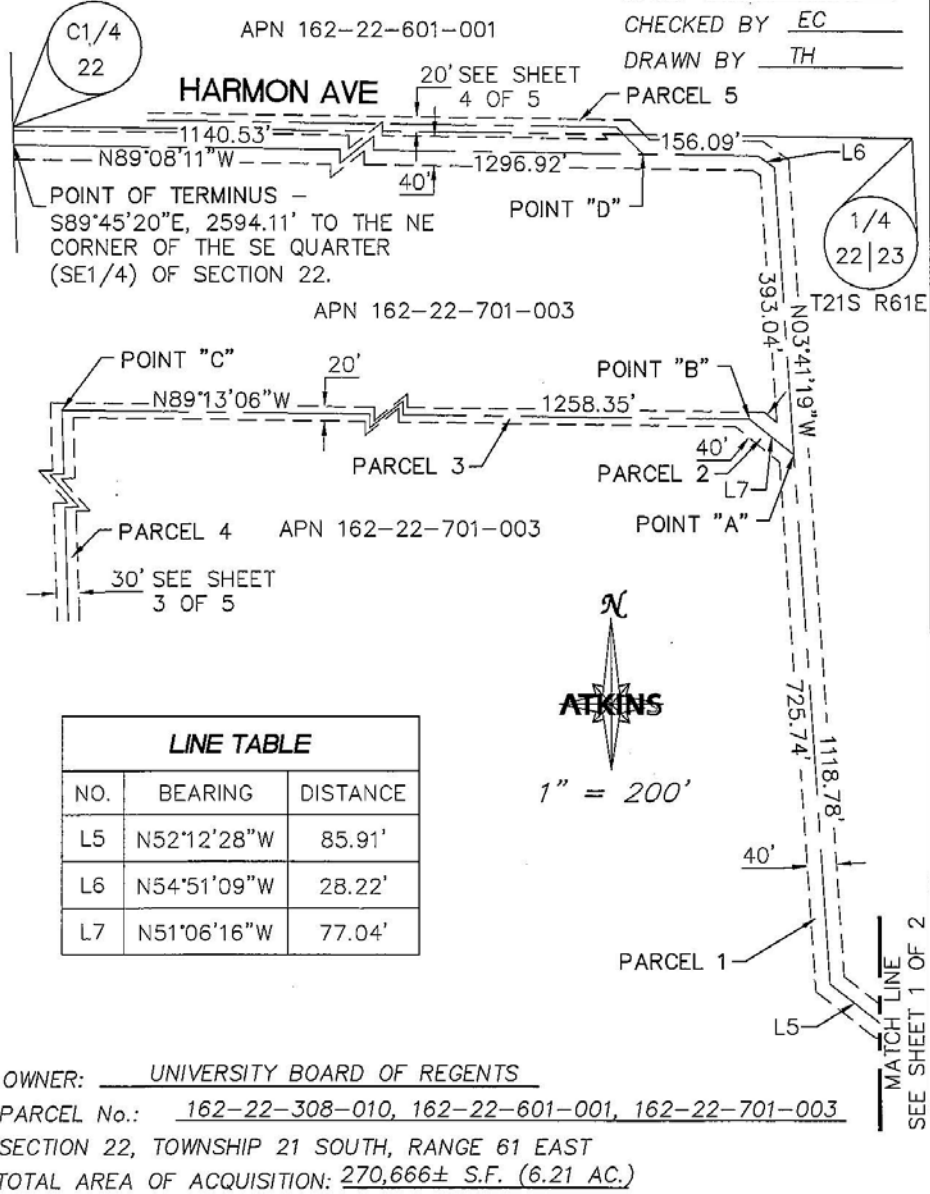
CLARK COUNTY WATER RECLAMATION
 DESCRIPTION: DISTRICT-PROJECT NO. 728

PROJECT No.: 100044026

DATE: 4-4-16

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LINE TABLE		
NO.	BEARING	DISTANCE
L5	N52°12'28"W	85.91'
L6	N54°51'09"W	28.22'
L7	N51°06'16"W	77.04'



OWNER: UNIVERSITY BOARD OF REGENTS
 PARCEL No.: 162-22-308-010, 162-22-601-001, 162-22-701-003
 SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST
 TOTAL AREA OF ACQUISITION: 270,666± S.F. (6.21 AC.)

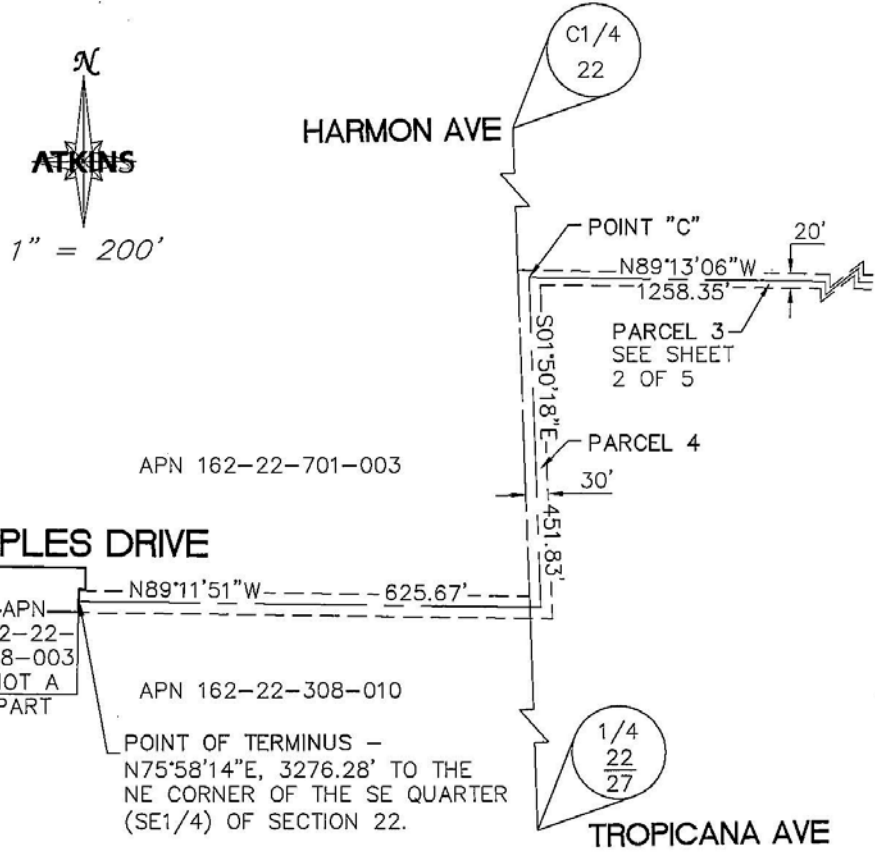
CLARK COUNTY WATER RECLAMATION
DESCRIPTION: DISTRICT-PROJECT NO. 728

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APN 162-22-701-003

NAPLES DRIVE

APN 162-22-308-003
NOT A
PART

APN 162-22-308-010

POINT OF TERMINUS -
N75°58'14"E, 3276.28' TO THE
NE CORNER OF THE SE QUARTER
(SE1/4) OF SECTION 22.

OWNER: UNIVERSITY BOARD OF REGENTS

PARCEL No.: 162-22-308-010, 162-22-601-001, 162-22-701-003

SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST

TOTAL AREA OF ACQUISITION: 270,666± S.F. (6.21 AC.)

EXHIBIT "B"

SHEET 3 OF 5

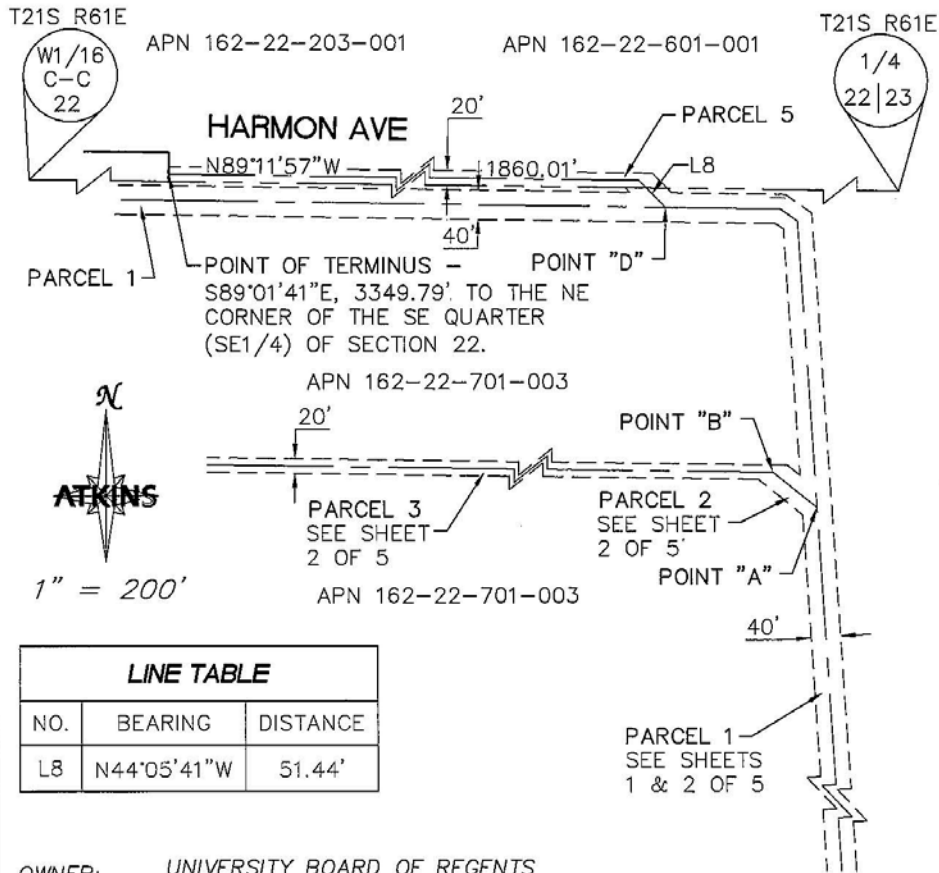
CLARK COUNTY WATER RECLAMATION
 DESCRIPTION: DISTRICT-PROJECT NO. 728

PROJECT No.: 100044026

DATE: 4-4-16

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LINE TABLE		
NO.	BEARING	DISTANCE
L8	N44°05'41"W	51.44'

OWNER: UNIVERSITY BOARD OF REGENTS
 PARCEL No.: 162-22-308-010, 162-22-601-001, 162-22-701-003
 SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST
 TOTAL AREA OF ACQUISITION: 270,666± S.F. (6.21 AC.)

EXHIBIT "B"

SHEET 4 OF 5

CLARK COUNTY WATER RECLAMATION
 DESCRIPTION: DISTRICT-PROJECT NO. 728

PROJECT No.: 100044026

DATE: 4-4-16

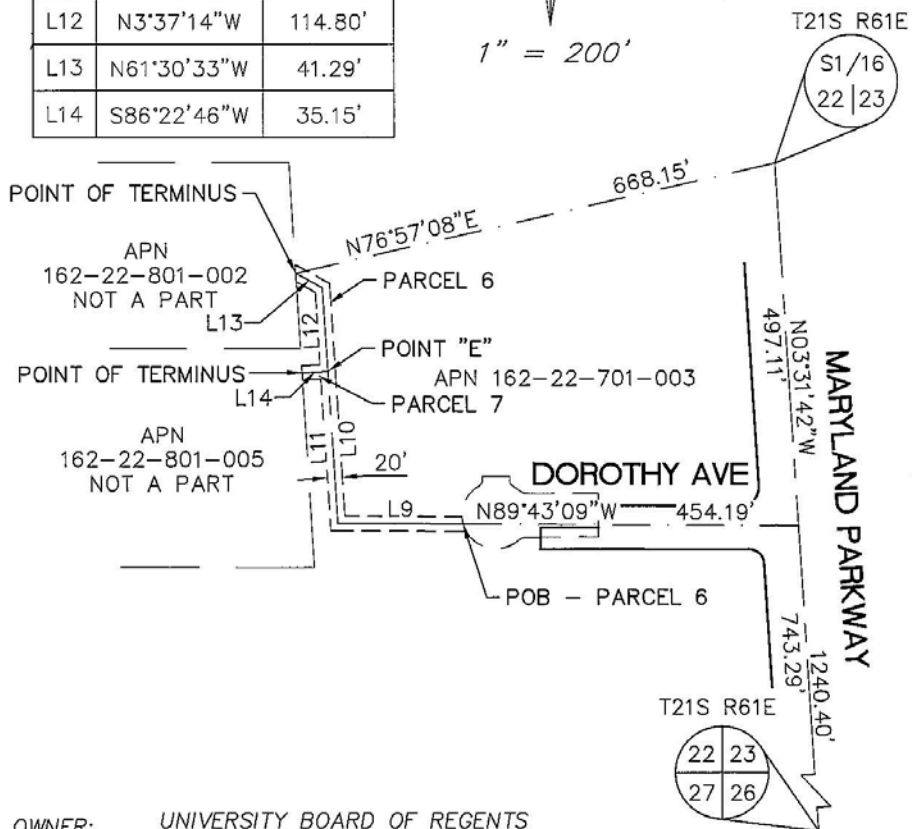
CHECKED BY EC

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LINE TABLE		
NO.	BEARING	DISTANCE
L9	N89°43'09"W	170.61'
L10	N3°37'14"W	323.21'
L11	N3°37'14"W	208.41'
L12	N3°37'14"W	114.80'
L13	N61°30'33"W	41.29'
L14	S86°22'46"W	35.15'



1" = 200'



OWNER: UNIVERSITY BOARD OF REGENTS

PARCEL No.: 162-22-308-010, 162-22-601-001, 162-22-701-003

SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST

TOTAL AREA OF ACQUISITION: 270,666± S.F. (6.21 AC.)

EXHIBIT "B"

SHEET 5 OF 5

Parcels 6 and 7

Point of Beginning : North: 744096.9963' East: 787687.3797'

Segment #1 : Line

Course: N89°43'09"W Length: 184.08'
North: 744097.8989' East: 787503.3065'

Segment #2 : Line

Course: N3°37'14"W Length: 207.75'
North: 744305.2339' East: 787490.1869'

Segment #3 : Line

Course: S86°22'46"W Length: 25.16'
North: 744303.6448' East: 787465.0725'

Segment #4 : Line

Course: N3°31'40"W Length: 20.00'
North: 744323.6069' East: 787463.8418'

Segment #5 : Line

Course: N86°22'46"E Length: 25.13'
North: 744325.1940' East: 787488.9239'

Segment #6 : Line

Course: N3°37'14"W Length: 99.27'
North: 744424.2633' East: 787482.6551'

Segment #7 : Line

Course: N61°30'33"W Length: 29.45'
North: 744438.3124' East: 787456.7701'

Segment #8 : Line

Course: N3°31'40"W Length: 23.59'
North: 744461.8561' East: 787455.3187'

Segment #9 : Line

Course: S61°30'33"E Length: 53.02'
North: 744436.5650' East: 787501.9167'

Segment #10 : Line

Course: S3°37'14"E Length: 319.40'
North: 744117.8071' East: 787522.0867'

Segment #11 : Line

Course: S89°43'09"E Length: 159.63'
North: 744117.0244' East: 787681.7105'

Segment #12 : Curve

Length: 21.00' Radius: 46.00'
Delta: 026°09'10" Tangent: 10.68'
Chord: 20.81' Course: S15°48'17"E
Course In: N87°16'18"E Course Out: S61°07'08"W
RP North: 744119.2141' East: 787727.6584'
End North: 744096.9963' East: 787687.3797'

Perimeter: 1167.47' Area: 11212 Sq. Ft.

Parcels 1 thru 5

Point of Beginning : North: 745099.2724' East: 788026.0740'

Segment #1 : Line

Course: S3°31'45"E Length: 359.32'
North: 744740.6332' East: 788048.1935'

Segment #2 : Line

Course: S45°49'02"W Length: 178.04'
North: 744616.5507' East: 787920.5198'

Segment #3 : Line

Course: N89°37'10"W Length: 1031.44'
North: 744623.3993' East: 786889.1009'

Segment #4 : Line

Course: N52°12'28"W Length: 101.70'
North: 744685.7187' East: 786808.7369'

Segment #5 : Line

Course: N3°41'19"W Length: 725.97'
North: 745410.1813' East: 786762.0324'

Segment #6 : Line

Course: N51°06'16"W Length: 77.55'
North: 745458.8756' East: 786701.6754'

Segment #7 : Line

Course: N89°13'06"W Length: 1223.22'
North: 745475.5624' East: 785478.5712'

Segment #8 : Line

Course: S1°50'18"E Length: 456.84'
North: 745018.9583' East: 785493.2269'

Segment #9 : Line

Course: N89°11'51"W Length: 641.45'
North: 745027.9435' East: 784851.8445'

Segment #10 : Line

Course: N1°02'09"E Length: 30.00'
North: 745057.9388' East: 784852.3869'

Segment #11 : Line

Course: S89°11'51"E Length: 609.91'
North: 745049.3954' East: 785462.2345'

Segment #12 : Line

Course: N1°50'18"W Length: 446.82'
North: 745495.9827' East: 785447.9003'

Segment #13 : Line

Course: S89°13'06"E Length: 1293.48'
North: 745478.3374' East: 786741.2564'

Segment #14 : Line

Course: S51°06'16"E Length: 22.20'
North: 745464.3957' East: 786758.5373'

Segment #15 : Line

Course: N3°41'19"W Length: 337.92'
North: 745801.6173' East: 786736.7974'

Segment #16 : Line

Course: N54°51'09"W Length: 12.47'
North: 745808.7979' East: 786726.5983'

Segment #17 : Line

Course: N89°08'11"W Length: 1289.51'
North: 745828.2324' East: 785437.2361'

Segment #18 : Line

Course: N1°50'18"W Length: 40.04'
North: 745868.2563' East: 785435.9514'

Segment #19 : Line

Course: S89°08'11"E Length: 1093.24'
North: 745851.7799' East: 786529.0632'

Segment #20 : Line

Course: N44°05'41"W Length: 9.02'
North: 745858.2589' East: 786522.7858'

Segment #21 : Line

Course: N89°11'57"W Length: 1841.74'
North: 745884.0019' East: 784681.2298'

Segment #22 : Line

Course: N0°48'03"E Length: 20.00'
North: 745903.9999' East: 784681.5094'

Segment #23 : Line

Course: S89°11'57"E Length: 1878.27'
North: 745877.7462' East: 786559.6003'

Segment #24 : Line

Course: S44°05'41"E Length: 37.34'
North: 745850.9280' East: 786585.5840'

Segment #25 : Line

Course: S89°08'11"E Length: 153.97'
North: 745848.6075' East: 786739.5375'

Segment #26 : Line

Course: S54°51'09"E Length: 43.96'
North: 745823.3003' East: 786775.4826'

Segment #27 : Line

Course: S3°41'19"E Length: 1119.34'
North: 744706.2815' East: 786847.4943'

Segment #28 : Line

Course: S52°12'28"E Length: 70.13'
North: 744663.3085' East: 786902.9101'

Segment #29 : Line

Course: S89°37'10"E Length: 1001.51'
North: 744656.6587' East: 787904.3956'

Segment #30 : Line

Course: N45°49'02"E Length: 143.27'
North: 744756.5116' East: 788007.1385'

Segment #31 : Line

Course: N3°31'42"W Length: 319.42'
North: 745075.3267' East: 787987.4813'

Segment #32 : Line

Course: N58°10'54"E Length: 45.42'
North: 745099.2724' East: 788026.0740'

Perimeter: 16654.49' Area: 259454 Sq. Ft.

APNs: 162-22-308-010, 162-22-501-006, 162-22-510-010,
162-22-601-001 & 162-22-701-003

WHEN RECORDED, RETURN TO:
ENGINEERING DESIGN
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, NV 89122

**CLARK COUNTY WATER RECLAMATION DISTRICT
RELINQUISHMENT OF SEWER EASEMENT**

The **CLARK COUNTY WATER RECLAMATION DISTRICT**, a political subdivision of the State of Nevada, hereby relinquishes all rights, title, and interest in the sanitary sewer easements granted in the following documents recorded in Official Records, Clark County, Nevada:

365:294981
365:294985
369:297747
442:401037
639:513837
860507:00407
870417:00782
930402:00639
930505:01003
930505:01004
980824:00868
20050526:003682
2140505:002907
20141001:001190
20141001:001191

PRIVATE SEWER AGREEMENT

This Private Sewer Agreement (“**Agreement**”) is made and effective as of the ____ day of _____, 2016, between the Clark County Water Reclamation District (“**District**”), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (“**University**”), both political subdivisions of the State of Nevada.

RECITALS

A. The University is the current owner of the parcels of real property shown in **Exhibit A**, attached hereto and incorporated herein by reference (“**Affected Parcels**”).

B. The Affected Parcels have been improved with various sewer lines in locations as follows:

(1) District-owned sewer lines serving only the University as shown in **Exhibit B** that are located inside, outside or partially outside areas encumbered by public sewer easements and that should be private (“**Lines to Become Private**”);

(2) District-owned sewer lines serving the public as shown in **Exhibit C** that are located partially or fully outside of areas encumbered by misaligned public sewer easements that should remain public (“**Lines to Remain Public**”).

(3) University-owned sewer lines serving only the University as shown in **Exhibit B** that should remain private.

C. The Lines to Become Private may have been installed without the necessary District inspections and approvals, without drivable access to the areas encumbered by existing public easements, with other permanent improvements constructed over them, and/or in violation of the District’s Design and Construction Standards for Wastewater Collection Systems (“**Standards**”).

D. It is mutually beneficial for the District and University to enter into this Private Sewer Agreement to avoid having to remedy the above-described violations of the Standards, to execute and record new easements as shown in **Exhibit C** (“**New Public Easements**”) to properly accommodate the Lines to Remain Public, and to provide for the relinquishment of all, but one, of the existing public easements as shown in **Exhibits B and C** (“**Easements to be Relinquished**”).

NOW, THEREFORE, the District and the University, on behalf of themselves, their successors and assigns, hereby acknowledge, covenant and agree as follows:

1. Upon execution of this Agreement, the District shall execute and record a relinquishment of the Easements to be Relinquished, and the District hereby transfers District ownership of the Lines to Become Private to the University. The University acknowledges and agrees that upon such relinquishment and transfer, the District has no further responsibility for the Lines to Become Private, including but not limited to maintenance, repair, or regulatory liability.

2. In accordance with the limitations of NRS Chapter 41, the University agrees to defend, indemnify, and hold the District harmless from and against any and all claims, losses, liabilities, damages, fines and penalties arising out of or resulting from the Lines to Become Private, including but not limited to fines and penalties issued by the Southern Nevada Health District or the Nevada Division of Environmental

Protection. The obligations in this paragraph 2 survive the recording of the easements and relinquishments required by this Agreement.

3. Upon execution of this Agreement, the University shall execute and provide to the District the New Public Easements which contain legal descriptions accurately reflecting the location of the Lines to Remain Public and provide for the necessary clearances and access to allow the District to operate and maintain the Lines to Remain Public. The New Public Easements shall be in the form currently in use by the District and shall encumber the areas shown in **Exhibit C**.

4. The University agrees to submit and pay all necessary fees to the District for review and approval all documents and engineering drawings signed and stamped by a Professional Engineer as required by the District's Development and Planning Services Department prior to connecting to any District infrastructure. The design drawings shall be designed in conformance to the "Design and Construction Standards for Wastewater Collection Systems".

5. Exhibits A, B, and C attached hereto are hereby incorporated by reference.

6. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or cause of action for any other person, entity or member of the general public.

7. This Agreement shall not be modified, amended or altered except by written agreement of both parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year as indicated below.

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

RECOMMENDED:

By _____
Len Jessup, President
University of Nevada, Las Vegas

Date: _____

APPROVED:

By _____
John V. White, Chancellor
Nevada System of Higher Education

Date: _____

Approved as to form:

By _____
Elda Sidhu, General Counsel
University of Nevada, Las Vegas

Date: _____

CLARK COUNTY WATER RECLAMATION DISTRICT

By _____
Thomas A. Minwegen, General Manager Date

Approved as to form:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By _____
Leslie A. Nielsen, Deputy District Attorney

EXHIBIT "A" Affected Parcels

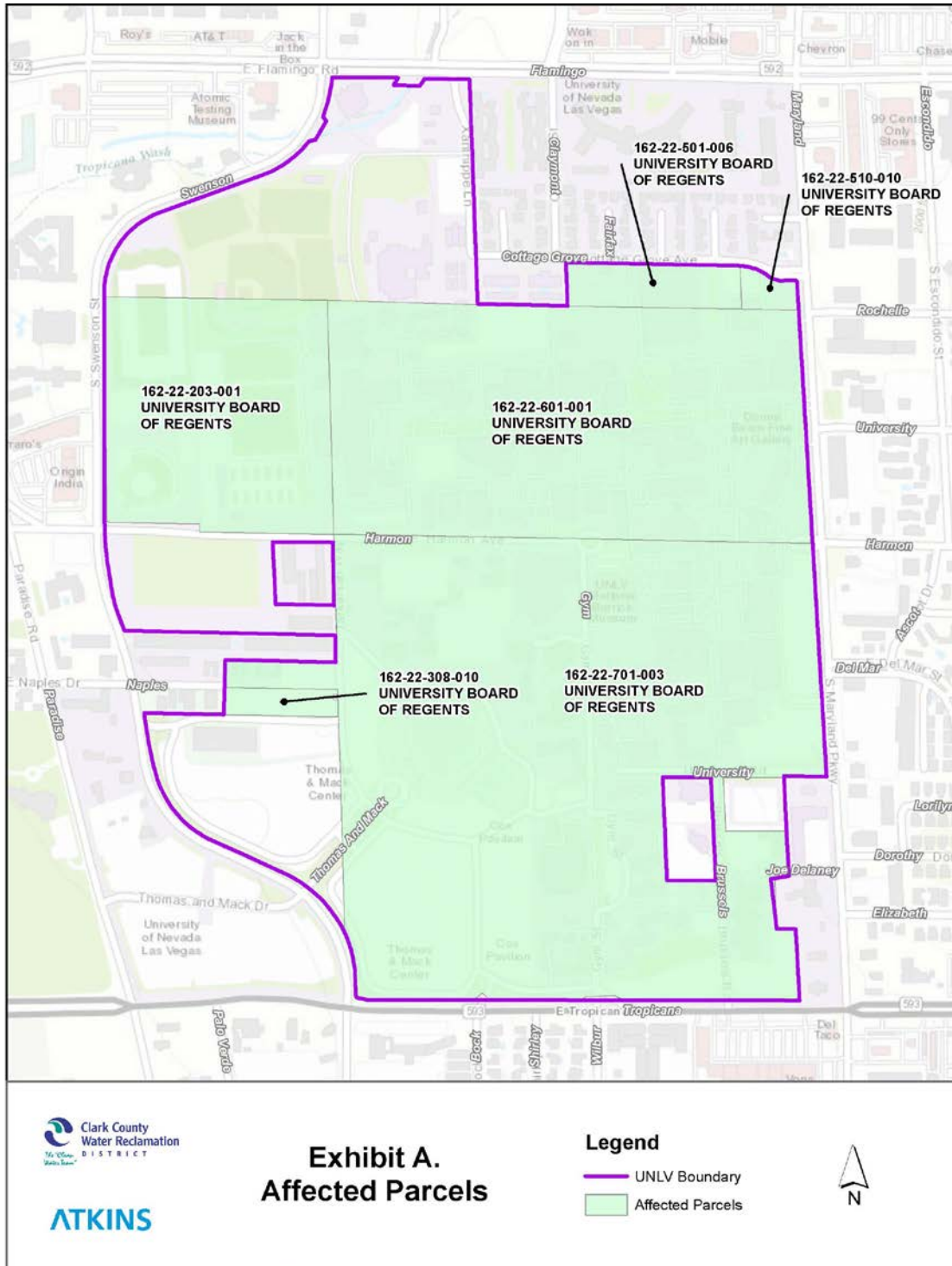


EXHIBIT "B" Lines To Become Private

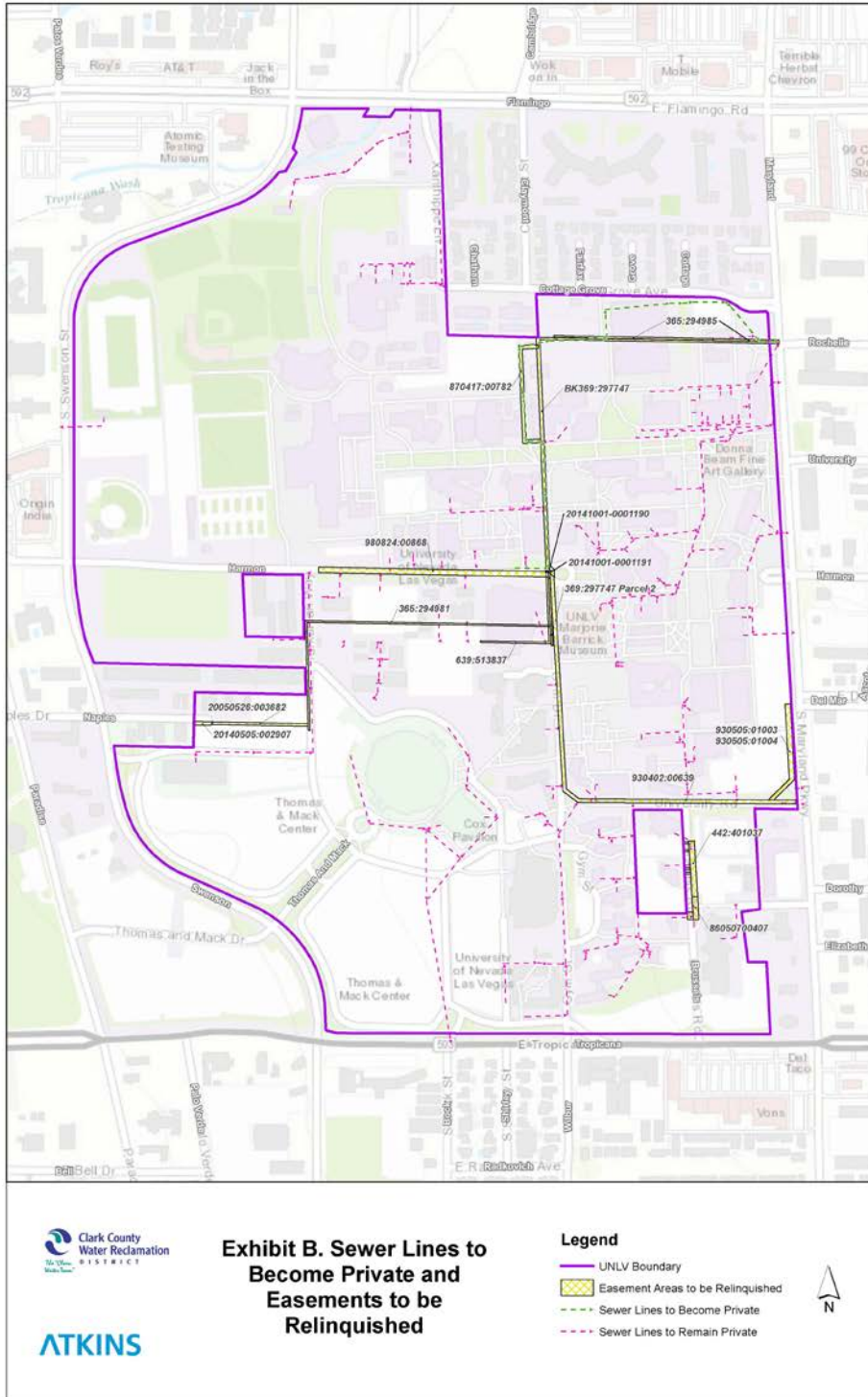


EXHIBIT "C"

Lines To Remain Public

