

ORDINANCE NO. 184331

An ordinance approving Resolution No. 016-226 of the Board of Water and Power Commissioners authorizing the grant of an easement over 1.39 acres of the Mohave Steam Generating Station Project property in Clark County, Nevada.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. The Department of Water and Power of the City of Los Angeles (LADWP), along with Southern California Edison Company (SCE), Nevada Power Company (dba "NV Energy"), and the Salt River Project Agricultural Improvement and Power District (collectively, the "MSGGS Owners"), jointly owns and manages certain land in Clark County, State of Nevada, where the former Mohave Steam Generating Station Project (MSGGS Project) was located. LADWP owns a 10% interest in the MSGGS Project. The MSGGS Owners agreed to grant Electric Lightwave, LLC an easement for communications purposes. The proposed communications easement will serve the Laughlin, Nevada community that has developed along the perimeter of the MSGGS Project.

Sec. 2. Electric Lightwave, LLC will pay the Owners \$52,000 for the Easement. LADWP's share of the compensation will be \$5,200.

Sec. 3. The easement is set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.

Sec 4. The Board of Water and Power Commissioners has adopted a resolution authorizing the grant of LADWP's interest in the easement to Electric Lightwave, LLC, and requesting the City Council to authorize by ordinance the execution of the easement on behalf of the City of Los Angeles, as provided in Section 675(d)(2) of the Los Angeles Charter, in order to consummate this transaction.

Sec. 5. The sale of LADWP's interest in the easement to Electric Lightwave, LLC is hereby authorized. The President, or the Vice President of the Board of Water and Power Commissioners, or the General Manager of the Department of Water and Power, or such person as the General Manager shall designate in writing, and by the Secretary, Assistant Secretary or the Acting Secretary, are authorized and directed to execute the easement on behalf of the City of Los Angeles, both being previously approved as to form and legality by the City Attorney.


Sec. 6. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAY 31 2016.

HOLLY L. WOLCOTT, City Clerk

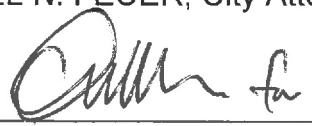
By   
Deputy

Approved 6/7/16

  
Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
TIMOTHY J. CHUNG  
Deputy City Attorney

Date: 4/26/2016

File No. 16-0391

**EXHIBIT "A"**  
**EASEMENT**

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE  
G03 - 2<sup>ND</sup> FLOOR  
ROSEMEAD, CA 91770

TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Easement**

Location: City of Laughlin  
APN: 264-23-000-001; 264-  
24-101-001; 264-26-000-001;  
and 264-26-000-002  
RP File No.: GRT201478934  
Affects SOE Documents:  
267783

DOCUMENTARY TRANSFER TAX \$	Serial No. 69958A Service Order 800712459
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE S.D. CALIF. EDISON CO.	APPROVED REAL PROPERTIES DEPARTMENT
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LG DATE 12/10/2014

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, DEPARTMENT OF WATER AND POWER FOR THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona and NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY, hereinafter called "Grantor", do(es) hereby grant to ELECTRIC LIGHTWAVE, L.L.C., a Delaware limited liability company, hereinafter called "Grantee", an easement for communication purposes, in, on, under, over, along and across that certain real property in the County of Clark, State of Nevada, described as follows:

Section 23, Township 32 South, Range 66 East, Mount Diablo Meridian; Government Lots 7 and 8 in Fractional Section 24, Township 32 South, Range 66 East, Mount Diablo Meridian; and the North half and the North half of the South half of Fractional Section 26, Township 32 South, Range 66 East, Mount Diablo Meridian, all in the County of Clark, State of Nevada, according to the Official Plat of said land as filed in the District Land Office.

Said communication easement is more particularly described on the Exhibit(s) "A", "B" and "C" and more particularly depicted on the Exhibit(s) "A-1", "B-1" and "C-1", all attached hereto and by this reference made a part hereof.

**SUBJECT TO** covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.

Grant of Easement  
S.C.E., a corporation to  
Electric Lightwave, LLC  
Serial No. 69358A  
RP FILE: CRT201475984  
Affects SCE Document(s):  
267783

2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of twenty-seven (27.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
  - a. said real property is not so used;
  - b. said real property shall be vacated as a communication right of way; or
  - c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

Grant of Easement  
S.C.E., a corporation to  
Electric Lightwave, LLC  
Serial No. 69358A  
RP FILE: GRT201475934  
Affects SCE Document(s):  
267783

10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
14. Grantee agrees to maintain the above described real property.
15. Grantee shall place identification and location markers of a number, location and nature suitable to Grantor, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the above described real property.
16. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than forty-eight (48) inches below the surface of the ground, shall be capable of supporting three-axle vehicles weighing up to forty (40) tons, and shall be of such type of construction and material as to be sufficient and safe for the purpose for which they are to be used.
17. Grantee shall promptly and properly replace the earth over any underground facilities, shall tamp or water-settle such earth so that no depressions shall be left or shall develop in the surface of the ground over said underground facilities, and shall restore the surface of the ground over said underground facilities to as near its original condition and appearance as possible.
18. It is expressly understood and agreed that this Easement is granted pursuant to the authority of and upon and subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which by this reference is incorporated herein and made a part hereof.
19. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

Grant of Easement  
S.C.E., a corporation to  
Electric Lightways, LLC  
Serial No. 69868A  
RP FILE: CRT201475934  
Affects SCE Document(s):  
267788

IN WITNESS WHEREOF, the undersigned Grantor entities have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By \_\_\_\_\_  
Carol Okray  
Right of Way Agent  
Land Operations Division  
Real Properties Department

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles

AND

By \_\_\_\_\_  
Name Barbara E. Moschos  
Title Board Secretary

By \_\_\_\_\_  
Name Marcie L. Edwards  
Title General Manager

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. PSUER, CITY ATTORNEY

MAR 11 2016

BY \_\_\_\_\_  
TIMOTHY J. CHUNG  
DEPUTY CITY ATTORNEY

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY

By Randal B. Cagle  
Name RANDAL B. CAGLE  
Title MANAGER LAND RESOURCES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1129

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN BERNARDINO )
On AUGUST 12, 2015 before me, CAROL J. BROWN, a notary public
Date Here Insert Name and Title of the Officer
personally appeared CAROL OKRAY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carol J. Brown
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement (Serial 09355A) Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:



Grant of Easement  
B.C.E., a corporation to  
Electric Highway, LLC  
Serial No. 522524  
RP FILE: GR1301475934  
Affidavit SCS Document(s):  
267793

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2015  
by David Rousseau, President of Salt River Project (name and title of position),  
Agricultural Representative and Water District



[Signature]  
Signature of Notary Public

Daniel Balogh  
Name Printed

My Commission Expires: 3/3/2017

State of Nevada )  
County of Clark )

This instrument was acknowledged before me on \_\_\_\_\_ as \_\_\_\_\_ of Nevada Power Company, a  
Nevada corporation d/b/a NV Energy. 2013, by

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Grant of Easement  
S.O.E., a corporation to  
Electric Lightwave, LLC  
Serial No. 09355A  
RP FILE: GR1201475934  
Affects SCE Document(s):  
267783

State of Arizona

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ (name and title of position).

Signature of Notary Public

Name Printed

My Commission Expires: \_\_\_\_\_

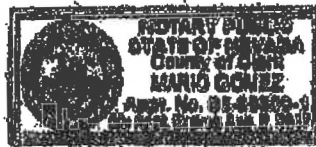
State of Nevada )

County of Clark )

This instrument was acknowledged before me on March 12, 2018, by  
Randal D. Castle as Manager, Last Resources of Nevada Power Company, a  
Nevada corporation d/b/a NV Energy.

Mario Gomez  
Signature of Notary Public

Mario Gomez  
Printed Name



My Commission Expires: August 2, 2017

Grant of Easement  
S.C.E., a corporation to  
Electric Lightwave, LLC  
Serial No. 69858A  
RP FILE: CRT201475984  
Affects SCE Document(s):  
267783

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ELECTRIC LIGHTWAVE, LLC., a Delaware limited liability company

BY INTEGRA TELECOM HOLDINGS, INC., an Oregon corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Grant of Assignment  
S.C.E., a corporation to  
Electric Lighters, LLC  
Serial No. 69388A  
RP FILE# CRT201475584  
Affairs SOB Document(s):  
267752

State of \_\_\_\_\_

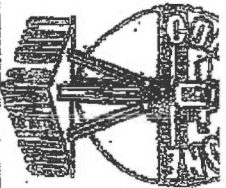
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



UNIVERSITY LAND SURVEYING

P.O. Box 22834

Bullhead City, AZ 86439

Phone: (928) 754-7878

Fax: (866) 916-0451

**EXHIBIT A**

**Utility Easement Parcel 264-23-000-001**

A strip of land 10 feet in width lying within a portion of the north half of Section 23, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 23, said point shown as a 2" brass cap PLS 7004;

Thence South  $00^{\circ}20'40"$  East, 188.59 feet along the east line of the said north half of Section 23 to the POINT OF BEGINNING said point being the beginning of a non-tangent curve concave easterly having a radius of 284.80 feet to which point a radial line bears South  $66^{\circ}27'39"$  West;

Thence northerly along said curve through a central angle of  $27^{\circ}08'11"$  an arc length of 134.88 feet; Thence North  $03^{\circ}30'50"$  East, 56.72 feet to a point on the north line of said Section 23 from which the northeast corner of said Section 23 bears North  $88^{\circ}46'55"$  East, 18.72 feet, said on the north line being the Point of Terminus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said Section 23 and end at the north line of said Section 23.

The above described parcel of land contains 1916 square feet more or less.



Serial 69358A

264-23-000-001.dwg

EXHIBIT "A-1"

CENTERLINE 10' UTILITY EASEMENT

A PORTION OF SECTION 23,  
T.32 S., R.06 E. M.D.M.,  
CLARK COUNTY, NEVADA

N. 1/4 COR.  
SEC. 23  
NOT FOUND

NORTH LINE OF  
SECTION 23

POINT OF  
TERMINUS  
N88°48'53"E  
18.72'

2" BR. CAP  
PLS 7004  
NE. COR.  
SEC. 23

PARCEL #264-23-000-001

N03°30'50"E  
56.72'

R= 284.80'  
Δ= 27°08'11"  
L= 134.88'

RADIAL  
S66°22'39"W

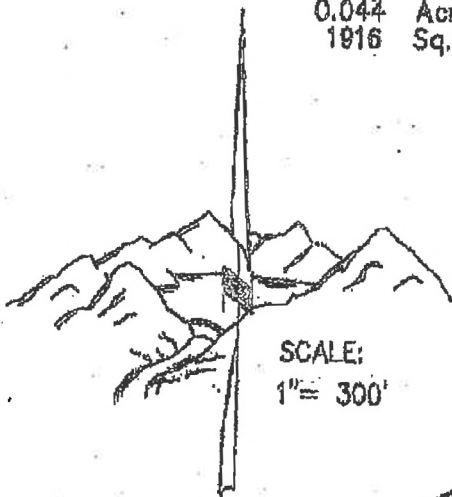
BR. CAP  
CAL. ED.

CENTERLINE OF  
10' UTILITY  
EASEMENT  
0.044 Acres.  
1916 Sq.ft.

POINT OF  
BEGINNING

EAST LINE OF  
SECTION 23

THOMAS EDISON DR.



SCALE:  
1" = 300'

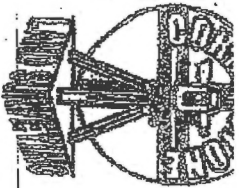
N0°20'40"W 2641.94'



Genial 4/25/14

PREPARED BY:  
CORNERSTONE LAND SURVEYING  
P.O. BOX 22834  
BULLHEAD CITY, AZ 86439  
(928) 754-7878

GLO 3"  
BR. CAP  
1947  
1/4 COR.  
SEC. 23 | 24



Compassstone Land Surveying  
P. O. Box 22834  
Bullhead City, AZ 86439  
Phone: (928) 754-7878 Fax: (866) 916-0451

**EXHIBIT B**  
**Utility Easement Parcel 264-24-101-001**

A strip of land 10 feet in width lying within a portion of the northwest quarter of Section 24, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 24, said point shown as a 2" brass cap PLS 7004;

Thence South  $00^{\circ}20'40''$  East, 188.59 feet along the west line of the said Northwest Quarter of Section 24 to the **POINT OF BEGINNING** said point being the beginning of a non-tangent curve concave westerly having a radius of 400.00 feet to which point a radial line bears North  $66^{\circ}22'39''$  East;

Thence southeasterly along said curve through a central angle of  $07^{\circ}40'47''$  an arc length of 53.62 feet; Thence South  $15^{\circ}56'33''$  East, 76.67 feet to the beginning of a curve concave northeasterly having a radius of 880.00 feet;

Thence easterly along said curve through a central angle of  $22^{\circ}57'19''$  an arc length of 352.57 feet; Thence South  $38^{\circ}33'52''$  East, 600.82 feet to the beginning of a curve concave westerly having a radius of 1000.00 feet;

Thence southeasterly and southerly along said curve through a central angle of  $39^{\circ}27'22''$  an arc length of 688.64 feet;

Thence South  $00^{\circ}33'30''$  West, 253.17 feet to the beginning of a curve concave westerly having a radius of 500.00 feet;

Thence southerly along said curve through a central angle of  $07^{\circ}43'20''$  an arc length of 67.39 feet; Thence South  $08^{\circ}16'50''$  West, 479.49 feet to the beginning of a curve concave easterly having a radius of 500.00 feet;

Thence southerly along said curve through a central angle of  $11^{\circ}32'42''$  an arc length of 100.75 feet;

Thence South  $03^{\circ}17'53''$  East, 10.93 feet to a point on south line of the northwest quarter of said Section 24 from which the west quarter corner of said Section 24 being a 3" brass cap GLO 1947 bears South  $89^{\circ}26'33''$  West, 704.22 feet, said point on the south line being the Point of Terminus.

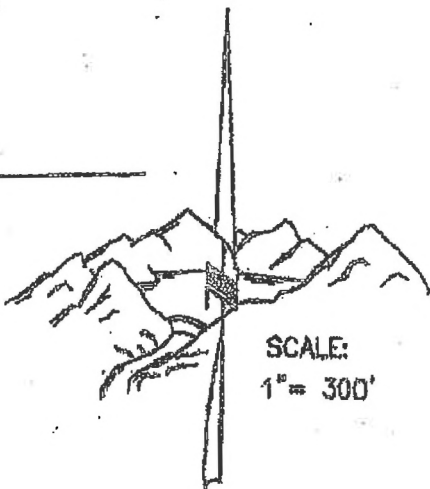
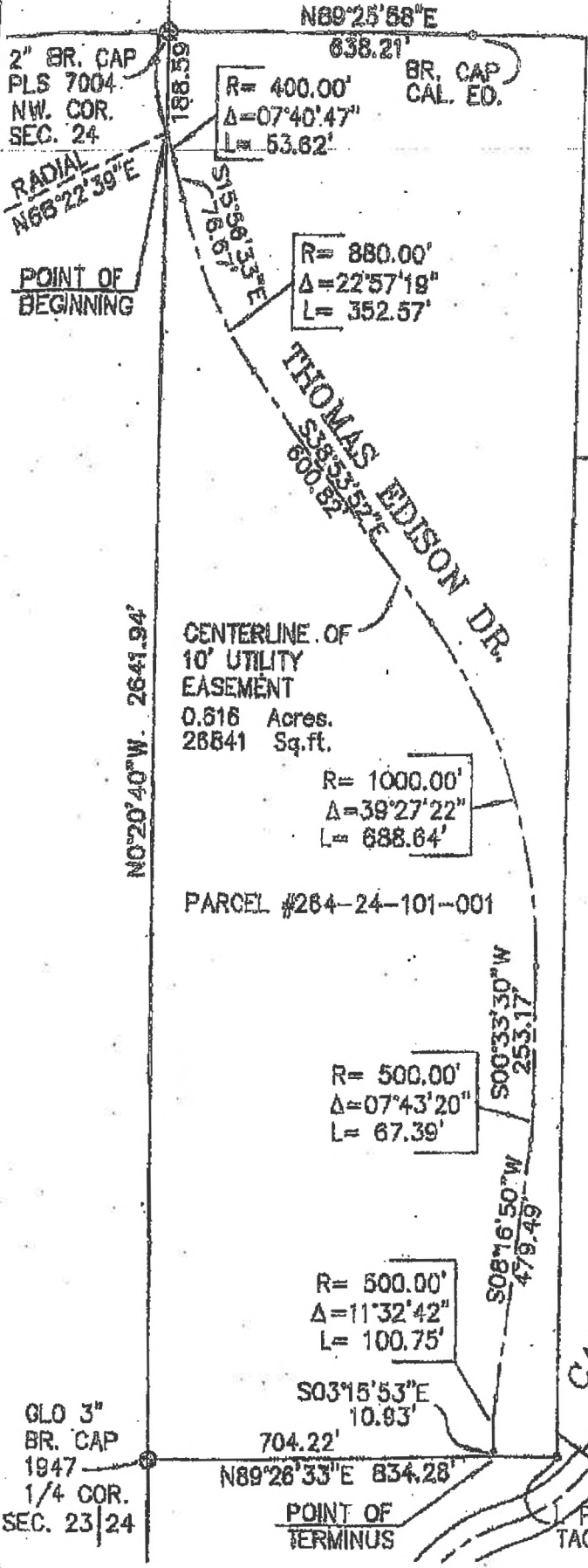
The side lines of said strip shall to be lengthened or shortened to begin at the west line of said northwest quarter and end at the south line of the said northwest quarter.

The above described parcel of land contains 26,841 square feet more or less.

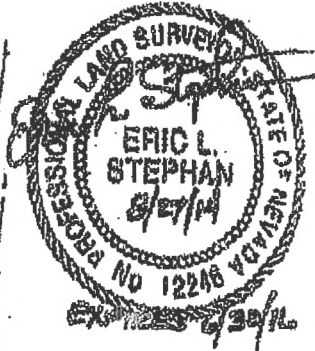


*Serial 09958A*

**EXHIBIT "B-1"**  
**CENTERLINE 10' UTILITY EASEMENT**  
 A PORTION OF SECTION 24,  
 T.32 S., R.66 E., M.D.M.,  
 CLARK COUNTY, NEVADA



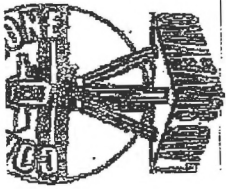
SCALE:  
 1" = 300'



Serial 109388A

PREPARED BY:  
 CORNERSTONE LAND SURVEYING  
 P.O. BOX 22834  
 BULLHEAD CITY, AZ 86439  
 (928) 754-7878





Continuance Land Surveying  
P.O. Box 22834  
Bullhead City, AZ 86439  
Phone: (928) 754-7878 Fax: (866) 916-0451

**EXHIBIT C**  
**Utility Easement Parcel 264-26-000-001 & 002**

A strip of land 10 feet in width lying within a portion of Section 26, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

**COMMENCING** at the Northeast Corner of said Section 26, said point shown as a 3" brass cap CLO 1947;

Thence South  $00^{\circ}36'09''$  East, 1203.50 feet along the east line of the north half of said Section 26 to the

**POINT OF BEGINNING;**

Thence South  $02^{\circ}13'56''$  West, 669.58 feet;

Thence South  $01^{\circ}42'45''$  East, 303.22 feet;

Thence South  $02^{\circ}19'10''$  West, 155.80 feet;

Thence South  $00^{\circ}36'09''$  East, 306.33 feet to the south line of the north half of said Section 26;

Thence South  $00^{\circ}33'45''$  East, 266.58 feet;

Thence South  $02^{\circ}11'46''$  East, 128.16 feet to the beginning of a curve concave westerly having a radius of 900.00 feet;

Thence southerly and southwesterly along said curve through a central angle of  $41^{\circ}09'10''$ , an arc length of 646.43 feet;

Thence South  $38^{\circ}57'2.5''$  West, 26.01 feet to the beginning of a curve concave northwesterly having a radius of 960.00 feet;

Thence southwesterly along said curve through a central angle of  $25^{\circ}26'52''$ , an arc length of 426.38 feet;

Thence South  $64^{\circ}24'16''$  West, 39.91 feet to the beginning of a curve concave northerly having a radius of 800.00 feet;

Thence westerly along said curve through a central angle of  $14^{\circ}41'13''$ , an arc length of 205.07 feet to a point on the south line of the north half of the south half of said Section 26 from which point the south sixteenth corner common to said Section 26 and Section 25 of said Township and Range, shown as a 4"x4" post bears North  $87^{\circ}05'57''$  East, 819.29 feet, said point on the south line being the Point of Terminus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said north half of Section 26 and the northerly and southerly right of way lines to be lengthened or shortened to end at the south line of the north half of the south half of said Section 26.

The above described parcel of land contains 31,755 square feet more or less.



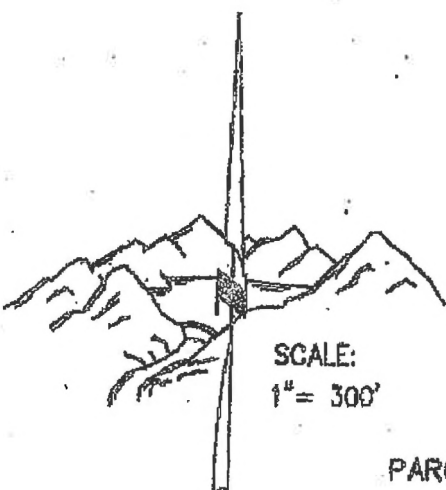
*Eric L. Stephan*  
Serial 069558A

EXHIBIT "C-1"

CENTERLINE 10' UTILITY EASEMENT

A PORTION OF SECTION 26,  
T.32 S., R.66 E. M.D.M.,  
CLARK COUNTY, NEVADA

*Benal 69358 A*



SCALE:  
1" = 300'



PARCEL #264-26-000-001

SOUTH LINE OF THE NORTH HALF OF SEC. 26

PARCEL #264-26-000-002

PREPARED BY:  
CORNERSTONE LAND SURVEYING  
P.O. BOX 22834  
BULLHEAD CITY, AZ 88439  
(928) 754-7878

CENTERLINE OF  
10' UTILITY  
EASEMENT

0.729 Acres.  
31,755 Sq.ft.

R= 900.00'  
Δ= 41°09'10"  
L= 646.43'

R= 960.00'  
Δ= 25°26'52"  
L= 426.38'

R= 800.00'  
Δ= 14°41'13"  
L= 205.07'

SOUTH LINE OF  
THE NORTH HALF  
OF THE SOUTH  
HALF SEC. 26

POINT OF  
TERMINUS

CASINO DRIVE

TO NE. COR  
SEC. 26  
3" BR. CAP  
GLO 1947

1-1/2"  
ALUM. CAP  
RLS 1681

E. 1/4 COR.  
SEC. 26  
NOTHING  
FOUND

S. 1/16 COR.  
S. 26 | S. 25  
4" X 4" POST

C. 1/4 COR.  
SEC. 26  
NOT FOUND

S. 1/16 COR.  
SEC. 26  
NOT FOUND

POINT OF  
BEGINNING

S00°36'09"E  
1203.50'

S02°13'56"W  
668.58'

S01°42'45"E  
303.22'

S02°15'10"W  
155.80'

S00°36'09"E  
306.33'

S00°33'45"E  
266.58'

S02°11'46"E  
128.16'

S02°07'25"W  
26.01'

S64°24'16"W  
39.91'

N87°06'57"E  
2841.80'

2557.57

N0°36'09"W

1317.66

40'

1317.66

N0°33'45"W

819.29'

2841.80'