

APN:

RETURN TO:

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

BBWD Project/Contract No.: \_\_\_\_\_

## **BIG BEND WATER DISTRICT**

### **EXCLUSIVE EASEMENT**

THIS GRANT OF EASEMENT, made and entered into by and between \_\_\_\_\_, hereinafter known as the GRANTOR(s) and the **BIG BEND WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the "BBWD".

#### **WITNESSETH:**

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

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

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

APN:

1. No buildings, structures, walls, fences, trees, or landscaping shall be placed upon, over or under said parcel of land for the duration of this Easement.
2. The BBWD shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the BBWD's operations using reasonable care.
3. Should any of the BBWD facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction within the Easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the BBWD.
4. The GRANTOR shall not allow any unauthorized obstructions, which may impede or interfere with the BBWD's use of or access to said Easement.
5. The BBWD shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the BBWD's use.
6. The BBWD may fence the Easement area at BBWD's sole discretion to prevent vandalism and unauthorized access.
7. The GRANTOR(s) shall make no other Easement upon the portion of the premises covered by this Easement without prior written approval of the BBWD.
8. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the BBWD, and their heirs, assigns, successors, tenants, and personal representatives.
9. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.
10. This Easement is granted subject to any and all existing rights.

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