

APN:

RETURN TO:

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

BBWD Project/Contract No.: _____

BIG BEND WATER DISTRICT

NON-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 for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

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

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

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1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the BBWD for the purposes for which it is granted.
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 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. 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.
7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

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