

APN:

RECORDING REQUESTED BY:
Las Vegas Valley Water District
c/o Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: _____

LVVWD Right-of-Way Agent: _____

LAS VEGAS VALLEY WATER DISTRICT

EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between _____,
hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

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 DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual and exclusive 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 optics, and the rights of ingress and egress, over, on, above, across and under that certain real property described as follows (the "Easement Area"):

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

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

1. No buildings, structures, walls, fences, trees, landscaping, or pavers shall be placed upon, over or under the Easement Area.

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2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon the Easement Area due to the DISTRICT's operations using reasonable care.
3. Should any of the DISTRICT facilities within said Easement Area be required to be relocated or repaired as a result of changes in grade or other construction within the Easement Area caused by the GRANTOR, 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 DISTRICT.
4. The GRANTOR shall not allow any unauthorized obstructions that may impede or interfere with the DISTRICT's use of or access to said Easement Area.
5. The DISTRICT 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 DISTRICT's use.
6. The DISTRICT may fence the Easement area at DISTRICT's sole discretion to prevent vandalism and unauthorized access.
7. The GRANTOR(s) shall grant no other easements or similar possessory rights upon the Easement Area without prior written approval of the DISTRICT.
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 DISTRICT, 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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IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

GRANTOR:

(Signature)

BY: _____
(Print Name)

ITS: _____
(Capacity)

State of Nevada
County of Clark

This instrument was acknowledged before me on _____,
20____, by _____.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp