

APN:

RETURN TO:

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

LVVWD Project/Contract No.: _____

LAS VEGAS VALLEY WATER DISTRICT

NON-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 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:

APN:

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 DISTRICT for the purposes for which it is granted.
2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.
3. Should any of the DISTRICT 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 DISTRICT.
4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said easement.
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. 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.
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.

/

/

/

/

APN:

DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

(Signature)

BY: _____
(Print Name)

ITS: _____
(Capacity)

State of _____)
) ss
County of _____)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp