

APNs:

RECORDING REQUESTED BY:

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.: _____
Right-of-Way Agent: _____

LAS VEGAS VALLEY WATER DISTRICT
NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT is 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 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, each attached hereto and made a part hereof.

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

1. No buildings, structures, walls, fences, pavers, trees, or other vegetation designed to grow above ground level shall be placed upon, over or under the Easement Area 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, and utility purposes, insofar as such use does not interfere with its use by the DISTRICT for the purposes for which it is granted.
2. Should any of the DISTRICT's facilities within the Easement Area be required to be relocated or repaired as a result of changes in grade or other construction within the Easement Area, 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.
3. The GRANTOR shall not allow any obstructions that may impede or interfere with the DISTRICT's use of or access to the Easement Area.
4. Notwithstanding Sections 1-3, above, GRANTOR(s) shall have the right to grant non-exclusive easements to other public utilities in the Easement Area, and DISTRICT hereby consents to such grant subject to the terms and conditions of this easement. Such other public utilities that are granted non-exclusive easements by GRANTOR(s) shall have the right to install utility facilities in the Easement Area so long as such facilities do not unreasonably interfere with DISTRICT's facilities, and such other public utilities shall have no liability to DISTRICT under this easement so long as such other public utilities conduct their construction, installation, and operation of their facilities using reasonable care; provided, however, that nothing in this Section 4 shall absolve such other public utilities of any liability to DISTRICT for any construction, installation, or operation that is done in a negligent or careless manner.
5. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon the Easement Area after the date of this easement due to the DISTRICT's operations using reasonable care.
6. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions from the Easement Area that may impede or interfere with the DISTRICT's use.

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7. 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.
8. 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.

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

(Signature)

BY: _____
(Print Name)

ITS: _____
(Capacity)

State of _____

County of _____

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

(Grantor)

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp