

APN(s): 139-33-710-002

WHEN RECORDED MAIL TO:

Transit Amenities Department
Regional Transportation Commission of Southern Nevada
600 South Grand Central Parkway
Las Vegas, Nevada 89106-4512

TEMPORARY CONSTRUCTION EASEMENT

County of Clark, a political subdivision of the State of Nevada, ("**Grantor**" or "**County**"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada ("**Grantee**") and its successors and assigns, on the real property situated in Clark County, Nevada, commonly known as 500 S Grand Central Pkwy (APN 139-33-710-002) (the "**Property**") a temporary right and easement ("Temporary Construction Easement"):

1. to construct, use, repair, and maintain an area for purposes of relocating an existing bus shelter and constructing an additional bus shelter and shelter pad on Bonneville Avenue, in the location identified on Exhibit A attached hereto ("Temporary Easement Area");
2. to perform final cleanup of the Temporary Easement Area;
3. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Grantee has the right to permanently remove or clear any and all materials, trees, brush, debris, structures, and any other obstruction from the Temporary Easement Area, which in Grantee's reasonable judgment may interfere with or endanger Grantee's use of or activities on the Temporary Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by Grantor and located on the Temporary Easement Area on the date Grantor signs the Temporary Construction Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under the paragraph immediately preceding this paragraph.

Grantee is required to repair the landscape area and any irrigation lines if damaged in the course of construction work.

APN:139-33-710-002
 COUNTY OF CLARK (ADMINISTRATIVE)

EXHIBIT "A"
 PAGE 1 OF 1

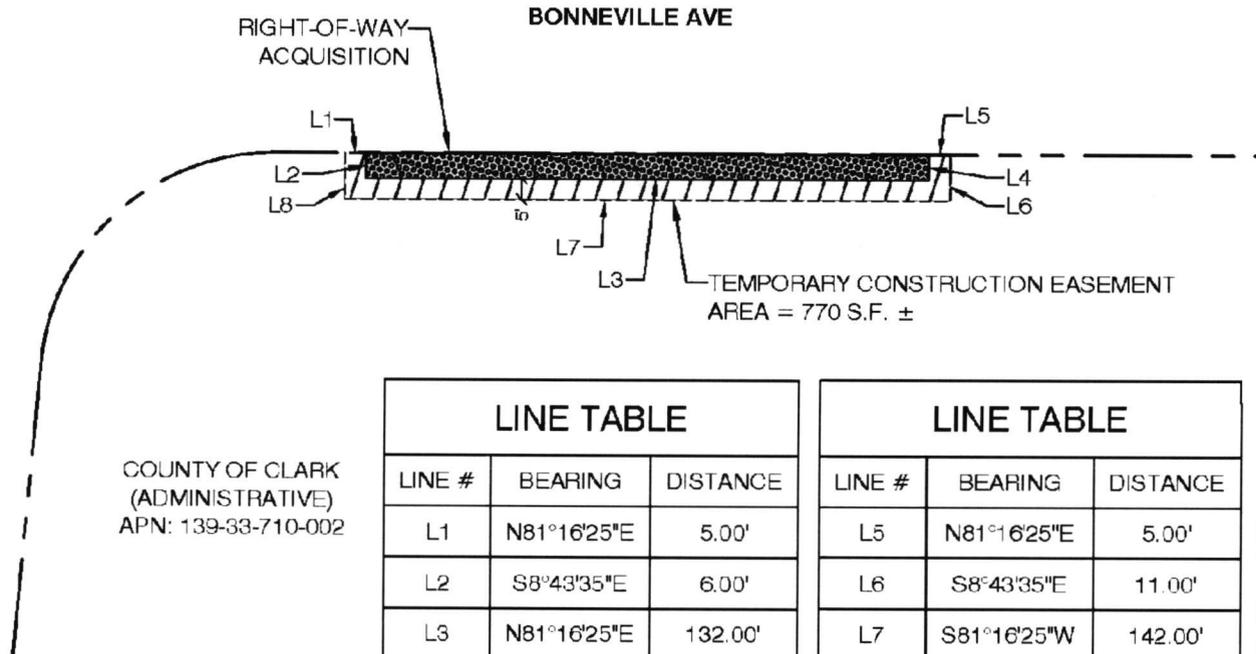


TEMPORARY CONSTRUCTION EASEMENT
 SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

Page 3 of 3

GRAND CENTRAL PKWY

COUNTY OF CLARK
 (ADMINISTRATIVE)
 APN: 139-33-710-002



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N81°16'25"E	5.00'
L2	S8°43'35"E	6.00'
L3	N81°16'25"E	132.00'
L4	N8°43'35"W	6.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N81°16'25"E	5.00'
L6	S8°43'35"E	11.00'
L7	S81°16'25"W	142.00'
L8	N8°43'35"W	11.00'

APN: 139-33-710-002

WHEN RECORDED MAIL TO:

TRANSIT AMENITIES DEPARTMENT
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
600 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA 89106-4512

BUS SHELTER PAD EASEMENT AGREEMENT

("Agreement")

On this ____ day of _____, 20____, I (WE): **County of Clark (Administrative)**, ("Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the **REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, a Political Subdivision of the State of Nevada** ("Grantee"), its successors and assigns, for purposes of creating a bus shelter pad ("Pad"), an easement including all rights necessary for the construction, operation, maintenance and repair of the Pad and appurtenances thereon; upon, over, under and across the parcel of land described in Exhibit A below, and the right of ingress and egress to and over said parcel; together with permission to maintain landscaping as deemed reasonably necessary to insure the safe and proper operation of the Pad. Said parcel of land being described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF

For: Bus Shelter Pad Easement

1. Grantee agrees:
 - a. To pay the costs for installation of the shelters, bench and trash can at the location as designated on Exhibit A, attached hereto and incorporated by reference (the "Location"). The Grantee will construct the pads for the shelters/benches and trash can and will relocate any landscaping, as required.
 - b. To be responsible for the cleanliness and maintenance of the transit stop(s) on a regular basis. Grantor will have no responsibility for the cost of maintenance of the transit stops except as otherwise provided herein below.
 - c. Grantee shall accept the Location in its existing condition, AS-IS and WHERE-IS.

APN: 139-33-710-002
OWNER: County of Clark (Administrative)
TYPE DOC: Bus Shelter Pad Easement Agreement

2. Grantor agrees:
 - a. To provide the Grantee the use of the Location on the Property, as designated on **Exhibit A**, for the transit stop facilities, specifically a 792 SF bus shelter pad per the Clark County Area Uniform Standard Drawings, subject to the terms and conditions set forth herein. No representation, statement or warranty, express or implied, has been made by or on behalf of Grantor as to such condition. In no event shall Grantor be liable for any defect in the Location or for any limitation on the usability of the Location.
 - b. To be responsible for any trash, debris and/or damages to the Location and/or Grantee property caused solely by Grantor, its officers, directors and employees. Such responsibility shall specifically exclude any damages or maintenance resulting from any third parties, including any guests or invitees of Grantor.
3. Communications and notices in connection with the performance of this Agreement shall be in writing, sent by personal delivery or deposited in the United States Mail, certified or registered, return receipt requested, and shall be considered received at the time actually received by the addressee or designated agent. Communications should be addressed as follows:

If to the Grantee:

Regional Transportation Commission of Southern Nevada
Attn: Manager of Purchasing and Contracts
600 South Grand Central Parkway
Las Vegas, NV 89106-4512

With a copy to:

Transit Amenities Department
Regional Transportation Commission of Southern Nevada
600 South Grand Central Parkway
Las Vegas, NV 89106-4512

APN: 139-33-710-002
OWNER: County of Clark (Administrative)
TYPE DOC: Bus Shelter Pad Easement Agreement

If to Grantor:

County of Clark (Administrative)
500 S. Grand Central Parkway
Las Vegas, NV 89155

1. **Insurance.** Grantee shall, at its sole cost and expense and at all times while the Agreement is in force, carry and maintain insurance policies of the following types and of not less than the following amounts from a company with a current A.M. Best Company rating of at least A, VII: (i) Employer's Liability Insurance and Statutory Workers' Compensation Insurance, including Employers' Liability Insurance, with limits of One Million Dollars (\$1,000,000.00) each accident and a policy limit of One Million Dollars (\$1,000,000.00), covering all personnel of Grantee performing such work at Grantor's premises or provide a valid certificate of self- insurance; and (ii) Commercial General Liability Insurance covering all operations with combined single limits of at least (A) Five Million Dollars (\$5,000,000.00) for property damage (including that of Grantor), plus (B) Five Million Dollars (\$5,000,000.00) for bodily injury, including death; and (iii) Automobile Liability Insurance covering all RTC fleet vehicles (whether owned or not) used for business operations of RTC with combined single limits of at least Ten Million Dollars (\$10,000,000.00). The insurance and limits set forth above shall neither be considered a limitation of Grantee's or any subcontractor's liability, nor an agreement by Grantor to assume liability in excess of said amounts or for risks not insured against. The compliance or failure to comply, in whole or in part, with the insurance provisions contained in the Agreement shall in no way relieve Grantee from its obligations hereunder or under the Agreement. Grantee shall, if requested, provide proof of coverage to the Grantor and name Grantor as an additional insured.
2. **Miscellaneous:**
 - a. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. Exclusive venue for any action brought regarding this Agreement shall be in the state and federal courts located in Clark County, Nevada.

APN: 139-33-710-002
OWNER: County of Clark (Administrative)
TYPE DOC: Bus Shelter Pad Easement Agreement

- b. **Waiver of Terms and Conditions.** The failure of the Grantee or Grantor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the Grantee or Grantor of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- c. **Assignment.** This Agreement shall be binding on the successors and assigns of the Grantee and Grantor.
- d. **Amendment.** This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the Parties.
- e. Grantee acknowledges that it has been granted only a right to use portions of the Property under certain conditions and that it has not been granted any real property interests in the Property or any possessory rights in the Property. Neither this Agreement nor any interest created herein may be assigned, sublicensed, mortgaged, subleased, encumbered or otherwise transferred by Grantee except Grantee may transfer its obligations and rights to another party responsible for the transit facilities, as approved by the Grantee commission. Neither the Property nor any part thereof may be encumbered in any manner by reason of any act or omission on the part of the Grantee. Except as otherwise provided herein, any attempt to assign, sublicense, mortgage, sublease or encumber any rights under this Agreement by Grantee shall be void, and in such event, Grantor shall have the right to immediately terminate this Agreement.
- f. **Subordination.** The rights of Grantee under this Agreement shall at all times be subordinate to any deed of trust, mortgage or ground lease affecting the Property. Grantee shall sign any reasonable subordination agreement or other document as requested from time to time by Grantor or its ground lessor for the benefit of the holder of any such interest.
- g. **Rights and Remedies.** In the event of any default by a Party in the timely performance of its covenants and agreements set forth in this Agreement, the non-defaulting Party or Parties shall have all rights and remedies provided by law, including, without limitation, the right to seek specific performance of the defaulting Party of such covenants and agreements.

APN: 139-33-710-002
OWNER: County of Clark (Administrative)
TYPE DOC: Bus Shelter Pad Easement Agreement

- h. **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, any government law, order, or regulation, or order of any court or jurisdiction, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
- i. **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- j. **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both other genders. The word "include" shall be interpreted to mean "include without limitation" and the word "including" shall be interpreted to mean "including without limitation." The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. The Parties agree that all Parties participated in the negotiation and drafting of this Agreement and that this Agreement shall not be construed against any Party as a result of such Party's role in the drafting of this Agreement.
- k. **Costs of Legal Proceedings.** In the event a Party institutes legal proceedings with respect to this Agreement or the enforcement thereof, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees incurred by such Party in connection with such legal provisions.
- l. **Rights Cumulative.** All rights, powers, remedies and privileges conferred hereunder upon the Parties shall be cumulative and not restrictive to those given by law or in equity unless otherwise expressly limited.

APN: 139-33-710-002

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 6 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BONNEVILLE AVENUE AND GRAND CENTRAL PARKWAY; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE NORTH 81°16'25" EAST, 117.34 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 08°43'35" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, DEDICATED BY THAT CERTAIN DOCUMENT RECORDED IN BOOK 19920813, AS INSTRUMENT NO. 00598 ON FILE AT SAID RECORDER'S OFFICE, ALSO BEING TO THE **POINT OF BEGINNING**; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 81°16'25" EAST, 132.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 08°43'35" EAST, 6.00 FEET; THENCE SOUTH 81°16'25" WEST, 132.00 FEET; THENCE NORTH 08°43'35" WEST, 6.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 792 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 81°16'25" EAST, BEING THE BEARING OF THE CENTERLINE OF BONNEVILLE AVENUE BETWEEN GRAND CENTRAL PARKWAY AND PROMENADE PLACE AS SHOWN IN FILE 228, PAGE 73 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174

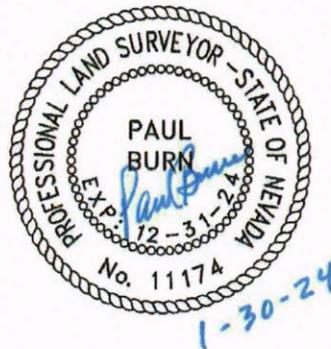


EXHIBIT "B" TO ACCOMPANY DESCRIPTION

APN: 139-33-710-002

SECTION 33
TOWNSHIP 20 SOUTH
RANGE 61 EAST, M.D.M.

 DESCRIBED AREA = 792 S.F.

F:\Projects\600\680-131\Division\Srvy\Exhibits\680-131-13933710002 EASE-EX01.dwg

GRAND CENTRAL
PARKWAY

POINT OF
COMMENCEMENT

BONNEVILLE AVENUE
BASIS OF BEARINGS

117.34'

N81°16'25"E 383.20'

1

POINT OF
BEGINNING

S08°43'35"E
50.00'

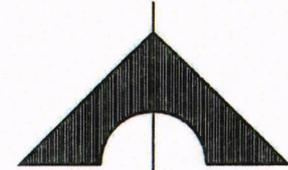
N81°16'25"E 132.00'

S81°16'25"W 132.00'

S08°43'35"E
6.00'

N08°43'35"W
6.00'

LOT 6
BOOK 53, PAGE 61
OF PLATS



NORTH

1" = 30'

1

PUBLIC RIGHT-OF-WAY
PER OR: 19920813: 00598

GCV
ENGINEERS \ SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

PROMENADE
PLACE

680-131-13933710002 EASE-CC01.txt

North: 625688.6016'

East: 272735.5872'

Segment #1 : Line

Course: N81°16'25"E

Length: 132.00'

North: 625708.6281'

East: 272866.0592'

Segment #2 : Line

Course: S8°43'35"E

Length: 6.00'

North: 625702.6976'

East: 272866.9695'

Segment #3 : Line

Course: S81°16'25"W

Length: 132.00'

North: 625682.6710'

East: 272736.4975'

Segment #4 : Line

Course: N8°43'35"W

Length: 6.00'

North: 625688.6016'

East: 272735.5872'

Perimeter: 276.00'

Area: 792.00 Sq. Ft.

Error Closure:

0.0000

Course: N0°00'00"E

Error North:

0.00000

East: 0.00000

Precision 1: 276000000.00