

APN(s): 139-32-803-010

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 706 S Tonopah (APN 139-32-803-010) as shown on Exhibit "A" (the "**Property**") a temporary right and easement ("Temporary Construction Easement"):

1. to construct, use, repair, and maintain an area for purposes of upgrading the existing sidewalk ramps to current ADA standards and to receive an easement including all rights necessary for the construction, operation, maintenance and repair of the improvements and appurtenances thereon, upon, over, under and across any appurtenances in the location identified on Exhibit B 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.

The Temporary Construction Easement terminates one (1) year after commencement of construction or on September 30, 2026, whichever comes first, and upon termination, the Temporary Construction Easement has no further effect.

Exhibit A

APN # 139-32-803-010

ASSESSOR DESCRIPTION: PT SE4 SE4 SEC 32 20 61

Location address: 706 South Tonopah Drive

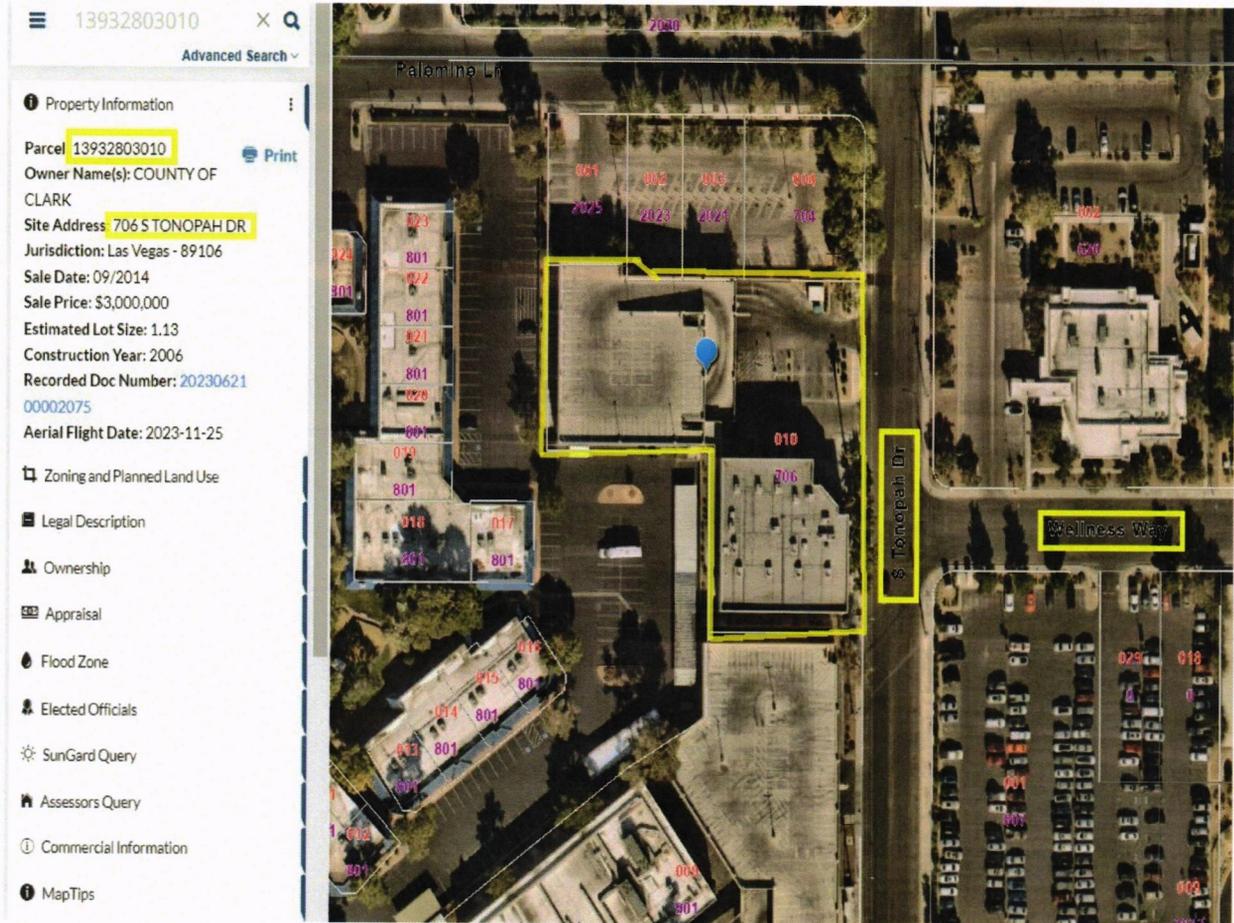


Exhibit "B"
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