

APN(s): 139-33-304-017

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 1625 Alta Dr (APN 139-33-304-017) as shown on Exhibit "A" (the "**Property**") a temporary right and easement ("Temporary Construction Easement"):

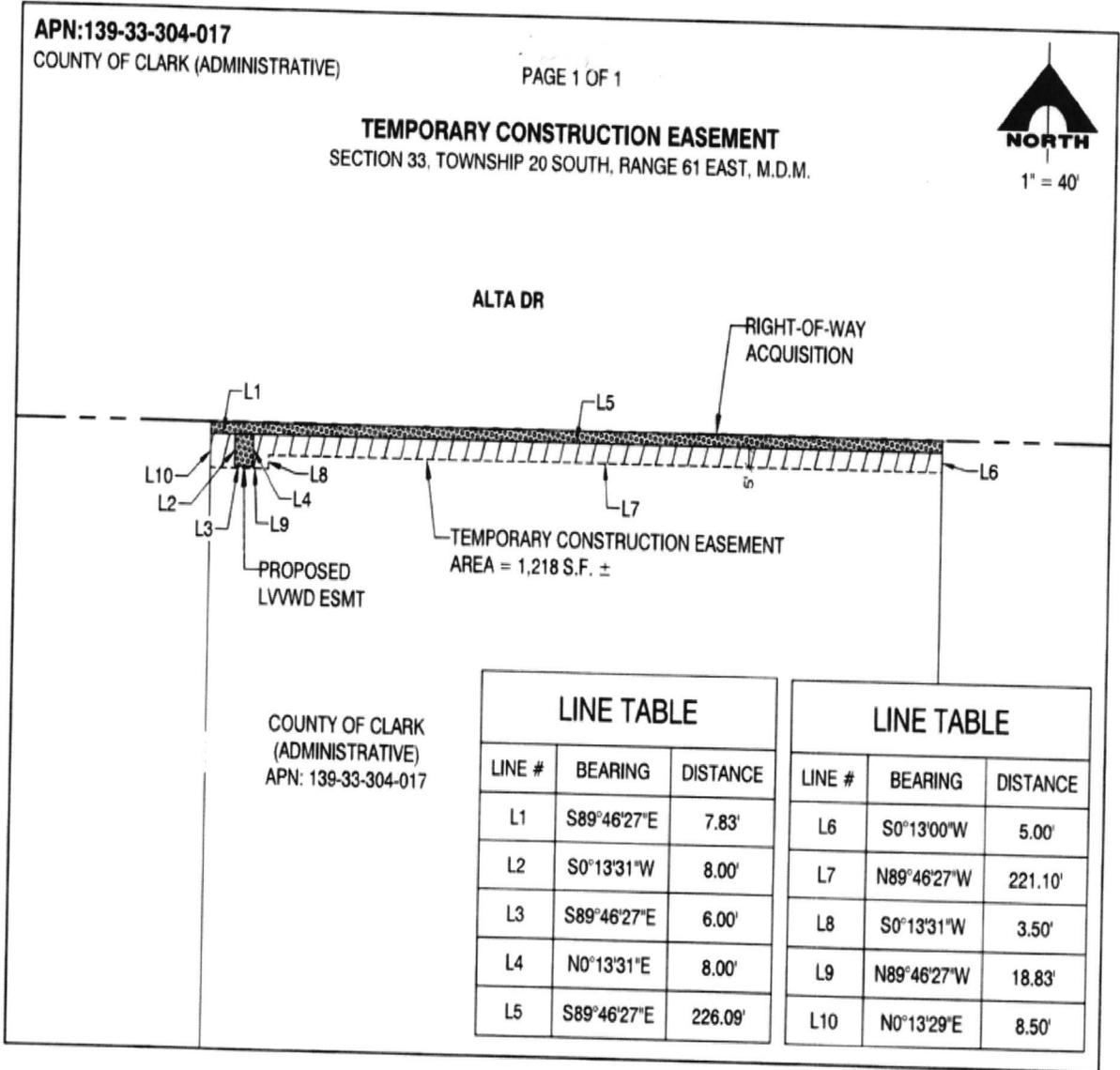
1. to construct, use, repair, and maintain an area for purposes of improving the sidewalk and installing a Las Vegas Valley Water District water meter on Alta Drive, an easement including all rights necessary for the construction, operation, maintenance and repair of the improvements and appurtenances thereon: upon, over, under and across 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.

Exhibit "A"

The image is a screenshot of a web-based property information system. On the left side, there is a sidebar menu with the following items: Property Information, Zoning and Planned Land Use, Legal Description, Ownership, Appraisal, Flood Zone, Elected Officials, SunGard Query, Assessors Query, Residential Information, and MapTips. The main content area displays an aerial photograph of a residential or commercial area. A specific parcel is highlighted with a pink border. The street name 'Alta Dr' is labeled in a yellow box above the highlighted parcel. Various parcel numbers are visible on the map, such as 001, 1706, 006, 102, 705, 303, 001, 506, 018, 1617, 001, 506, 017, 1514, 013, 516, 022, and 201. The top of the page shows a search bar with the number '13933304017' and a search icon.



APN: 139-33-304-017

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 **COUNTY OF CLARK**, a political subdivision of the State of Nevada, 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 ("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:

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

APN: 139-33-304-017

improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT's facilities. Shallow root landscaping shall be allowed provided that: 1) such landscaping does not impede access or maintenance of DISTRICT facilities and 2) DISTRICT is not responsible for any damage caused to shallow root landscaping as a result of DISTRICT's maintenance or repair of DISTRICT facilities.

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 by GRANTOR(s) 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.
8. Any parties granted Easement rights in the area described herein subsequent to this Easement are hereby notified that they are bound by the terms and conditions of this Easement.
9. This Easement is granted subject to any and all existing rights.

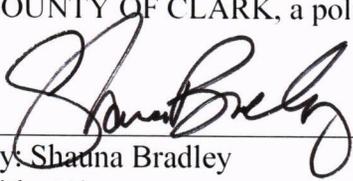
APN: 139-33-304-017

DO NOT MARK OUTSIDE THIS BOX

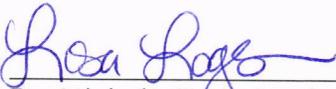
IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this
_____ day of _____, 20____.

GRANTOR:

COUNTY OF CLARK, a political subdivision of the State of Nevada


By: Shauna Bradley
Title: Director
Department of Real Property Management

APPROVED AS TO FORM:


By: Nichole Kazimirovicz
Title: Deputy District Attorney

State of Nevada
County of Clark

This instrument was acknowledged before me on _____, 20 by Shauna
Bradley as Director of Department of Real Property Management of County of Clark,
Nevada.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

GRANTOR: COUNTY OF CLARK (ADMINISTRATIVE)
APN: 139-33-304-017

EXHIBIT "A"

DESCRIPTION

A PORTION OF LAND DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED JANUARY 31, 2000 IN BOOK 20000131, AS INSTRUMENT NO. 00111 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA:

A STRIP OF LAND 6.00 FEET IN WIDTH, LYING 3.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE THEREOF, NORTH 89°46'27" WEST, 810.32 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH LINE SOUTH 00°13'31" WEST, 11.00 FEET TO THE **POINT OF ENDING**.

THE AREA AS SHOWN HEREON IS AT THE REQUEST OF THE LAS VEGAS VALLEY WATER DISTRICT AND WAS DETERMINED BY COMPUTER METHODS.

CONTAINS 66 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 89°46'27" WEST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., 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

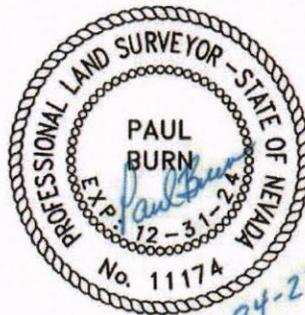


EXHIBIT "B" TO ACCOMPANY DESCRIPTION

GRANTOR: COUNTY OF CLARK (ADMINISTRATIVE)
APN: 139-33-304-017

W 1/16
C-C
33

POINT OF BEGINNING

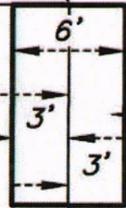
ALTA DRIVE
PUBLIC RIGHT-OF-WAY PER
OR: 344: 0277689

POINT OF COMMENCEMENT

C 1/4
SEC. 33

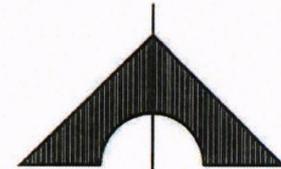
BASIS OF BEARINGS
N89°46'27"W 1322.87'
810.32'

S00°13'31"W
11.00'



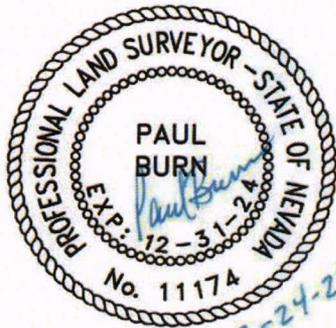
LVWD EASEMENT
AREA = 66 S.F. ±

POINT OF ENDING



NORTH

1" = 10'



North: 625635.2179' 680-131-13933304017 LVVWD-CC01.txt
East: 270038.8991'

Segment #1 : Line

Course: S89°46'27"E Length: 6.00'
North: 625635.1943' East: 270044.8990'

Segment #2 : Line

Course: S0°13'31"W Length: 11.00'
North: 625624.1944' East: 270044.8558'

Segment #3 : Line

Course: N89°46'29"W Length: 6.00'
North: 625624.2179' East: 270038.8558'

Segment #4 : Line

Course: N0°13'31"E Length: 11.00'
North: 625635.2179' East: 270038.8991'

Perimeter: 34.00' Area: 65.99 Sq. Ft.
Error Closure: 0.0001 Course: S0°13'32"W
Error North: -0.00006 East: -0.00000

Precision 1: 340000.00

APN: A Portion of 139-33-304-017

DEDICATION

County of Clark, a political subdivision of the State of Nevada, "Dedicator", does hereby dedicate to City of Las Vegas, a municipal corporation of the State of Nevada, for public purposes, including but not limited to pedestrian access, utility, drainage or roadway purposes, that tract or parcel of land located in the County of Clark, State of Nevada, described as follows:

See Exhibits "A" and "B" attached hereto and by this reference made a part hereof, a portion of Assessor's Parcel Number 139-33-304-017

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 2024.

COUNTY OF CLARK, a political subdivision of the State of Nevada

Shauna Bradley, Director
Director of Real Property Management

STATE OF NEVADA)
COUNTY OF CLARK)

On the ____ day of _____ 2024, personally appeared before me, the undersigned, a Notary Public in and for the State of Nevada, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

My commission expires: _____

APN: 139-33-304-017

MARYLAND PARKWAY BUS RAPID TRANSIT

EXHIBIT "A"

DESCRIPTION

A PORTION OF LAND DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED JANUARY 31, 2000 IN BOOK 20000131, AS INSTRUMENT NO. 00111 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE THEREOF NORTH 89°46'27" WEST, 581.22 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID NORTH LINE SOUTH 00°13'00" WEST, 3.00 FEET; THENCE NORTH 89°46'27" WEST, 239.93 FEET; THENCE NORTH 00°13'29" EAST, 3.00 FEET TO SAID NORTH LINE; THENCE ALONG SAID NORTH LINE SOUTH 89°46'27" EAST, 239.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 720 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 89°46'27" WEST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., 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

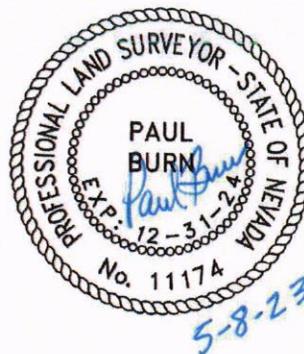


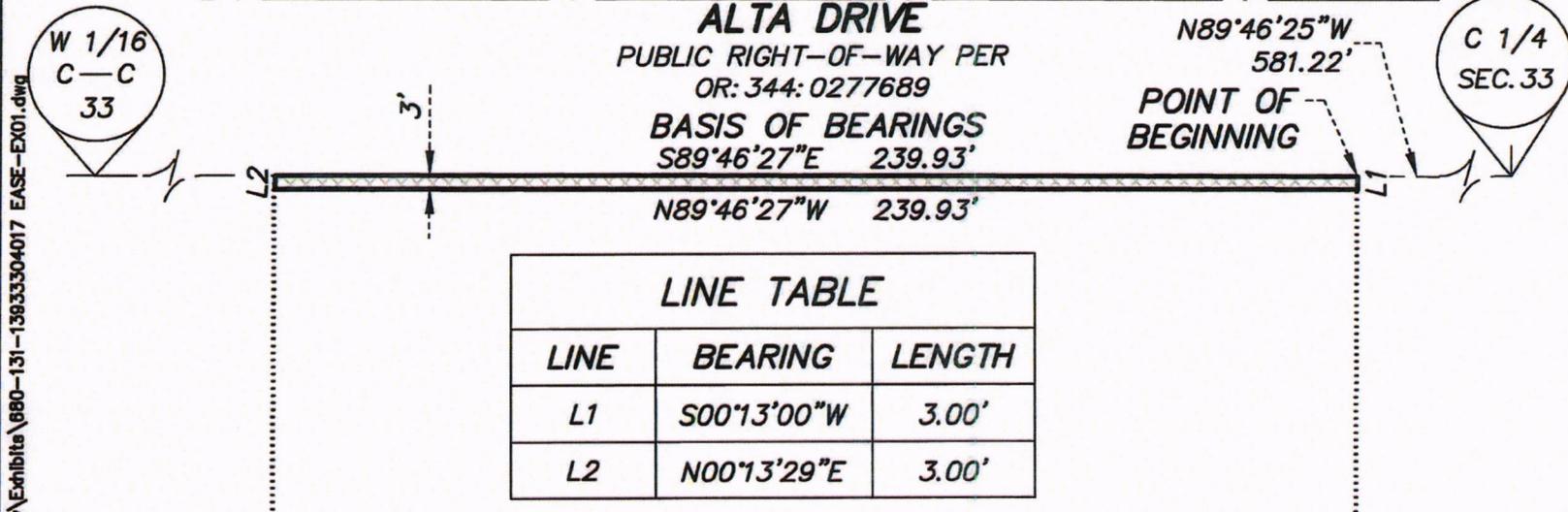
EXHIBIT "B" TO ACCOMPANY DESCRIPTION

APN: 139-33-304-017

 DESCRIBED AREA = 720 S.F.

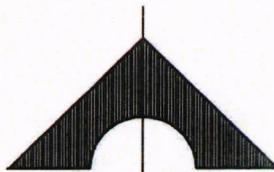
SECTION 33
TOWNSHIP 20 SOUTH
RANGE 61 EAST, M.D.M.

POINT OF
COMMENCEMENT



LINE TABLE

LINE	BEARING	LENGTH
L1	S00°13'00"W	3.00'
L2	N00°13'29"E	3.00'



NORTH

1" = 40'

F:\Projects\600\680-131\Division\Srvy\Exhibits\680-131-13933304017 EASE-EX01.dwg

GCV
ENGINEERS & SURVEYORS

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

680-131-13933304017 EASE-CC01.txt
North: 624960.7954' East: 270143.7485'

Segment #1 : Line

Course: S0°13'00"W Length: 3.00'
North: 624957.7954' East: 270143.7371'

Segment #2 : Line

Course: N89°46'26"W Length: 239.93'
North: 624958.7423' East: 269903.8090'

Segment #3 : Line

Course: N0°13'29"E Length: 3.00'
North: 624961.7422' East: 269903.8208'

Segment #4 : Line

Course: S89°46'28"E Length: 239.93'
North: 624960.7977' East: 270143.7489'

Perimeter: 485.85' Area: 719.83 Sq. Ft.
Error Closure: 0.0024 Course: N10°30'07"E
Error North: 0.00232 East: 0.00043

Precision 1: 202441.67