

APN: 140-21-511-018

WHEN RECORDED, MAIL TO:

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

LVVWD Contract No.: C-1521

Amendment to EA21956

Right-of-Way Agent: JS

**AMENDMENT AND RESTATEMENT OF
WATER FACILITIES EASEMENT**

THIS AMENDMENT AND RESTATEMENT OF EASEMENT, made and entered into by and between **COUNTY OF CLARK**, a political subdivision of the State of Nevada, Party of the First Part, hereinafter known as the GRANTOR, and **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT, and the **CITY OF NORTH LAS VEGAS**, a municipal corporation organized and existing under and by virtue of its charter and the general laws of the State of Nevada, hereinafter known as the CITY, Parties of the Second Part. The DISTRICT and the CITY are hereinafter known as the GRANTEES.

WITNESSETH

That the GRANTOR, for and in consideration for the sum of one dollar (\$1.00), lawful money of the United States, and other valuable consideration to it in hand paid by the GRANTEES, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEES, their successors and assigns, a perpetual easement ("Easement") for the construction, operation, use, maintenance, repair, replacement, reconstruction and

APN: 140-21-511-018

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 Exhibits A and B, attached hereto and made a part hereof.

The GRANTOR, its successors and assigns agree that:

1. The GRANTEES will operate water facilities on the GRANTOR'S real property that were granted under a prior easement to the DISTRICT by the easement that was recorded on May 1, 2019, as Instrument No. 20190501:0000953, Official Records of Clark County, Nevada (the "Prior Easement"). This amendment and restatement of easement amends and restates the Prior Easement in its entirety and is intended to correct the name of the grantee to include CITY.

2. 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, and for other utilities, insofar as such use does not interfere with its use by the GRANTEES facilities. Shallow root landscaping shall be allowed provided that: 1) such landscaping does not impede access or maintenance of GRANTEES' and 2) GRANTEES are not responsible for any damage caused to shallow root landscaping as a result of GRANTEES' maintenance or repair of their facilities.

3. The GRANTEES shall not be liable for any damage to any of the GRANTOR'S improvements placed upon said parcel due to the GRANTEES' operations using reasonable care.

4. Should any of the GRANTEES' facilities within said Easement be required to be relocated or repaired as a result of changes in grade or other construction by GRANTOR within the Easement, the GRANTOR, or its successors or 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 GRANTEES.

APN: 140-21-511-018

5. The GRANTOR shall not allow any obstructions, which may impede or interfere with the GRANTEES' use of or access to said Easement.

6. The GRANTEES 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 GRANTEES' use.

7. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR, the GRANTEES, and their heirs, assigns, successors, tenants, and personal representatives.

8. Signator for the GRANTOR warrants that it has the legal authority to bind the party hereto and the GRANTOR warrants that it may legally grant the rights described herein.

9. 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.

10. This Easement is granted subject to any and all existing rights.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

APN: 140-21-511-018


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

GRANTOR:

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

By: Shauna Bradley
Title: Acting 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 acknowledged before me on _____, 20____, by Shauna
Bradley, as Acting Director of Department of Real Property Management of County of Clark,
a political subdivision of the state of Nevada.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

Portion of A.P.N. 140-21-511-018

"EXHIBIT A"

A description of real property being a portion of that parcel of land described in Grant Bargain Sale Deed Book 981, Instrument 787335 as Lot 15 as shown on Plat Book 5, Page 37 on file in the office of the Recorder, Clark County, Nevada, situate in the North half of the Northeast Quarter of Section 21, Township 20 South, Range 62 East, M.D.B.&M, more particularly described as follows:

Commencing at the Southeast corner of said North half, being also the centerline intersection of Sloan Lane and Judson Avenue; Thence South $89^{\circ}56'11''$ West along the Southerly line of said North half and the centerline of said Judson Avenue, a distance of 1350.68 feet to the Southerly prolongation of the Westerly line of the aforementioned Lot 15 and the Southerly prolongation of the Easterly Right of Way line of Linn Lane as shown on the aforementioned Plat; Thence North $00^{\circ}58'20''$ West along said Westerly line and said Easterly Right of Way line and the Southerly prolongation thereof, a distance of 160.00 feet to the **Point of Beginning (P.O.B.)**; Thence continuing North $00^{\circ}58'20''$ West along said Westerly line and Easterly Right of Way line, a distance of 20.00 feet; Thence North $89^{\circ}01'40''$ East, a distance of 25.00 feet; Thence South $00^{\circ}58'20''$ East, a distance of 20.00 feet; Thence South $89^{\circ}01'40''$ West, a distance of 25.00 feet to the **Point of Beginning (P.O.B.)**.

The lands described herein contain 500 square feet, more or less.

Basis of Bearings:

The Basis of Bearings for this survey is South $89^{\circ}56'11''$ West being the South line of the North half of the Northeast Quarter said Section 21 and the centerline of the aforementioned Judson Avenue. Said South line is also shown as North $89^{\circ}57'06''$ East on Plat Book 4, Page 79.

References:

- 1) "EXHIBIT B" 19C1521002 5710 JUDSON AVENUE EASEMENT AREA DESCRIPTION DIAGRAM attached hereto and made a part hereof
- 2) Plat Book 4, Page 79
- 3) Plat Book 5, Page 37
- 4) Grant Bargain Sale Deed Book 981, Instrument 787335

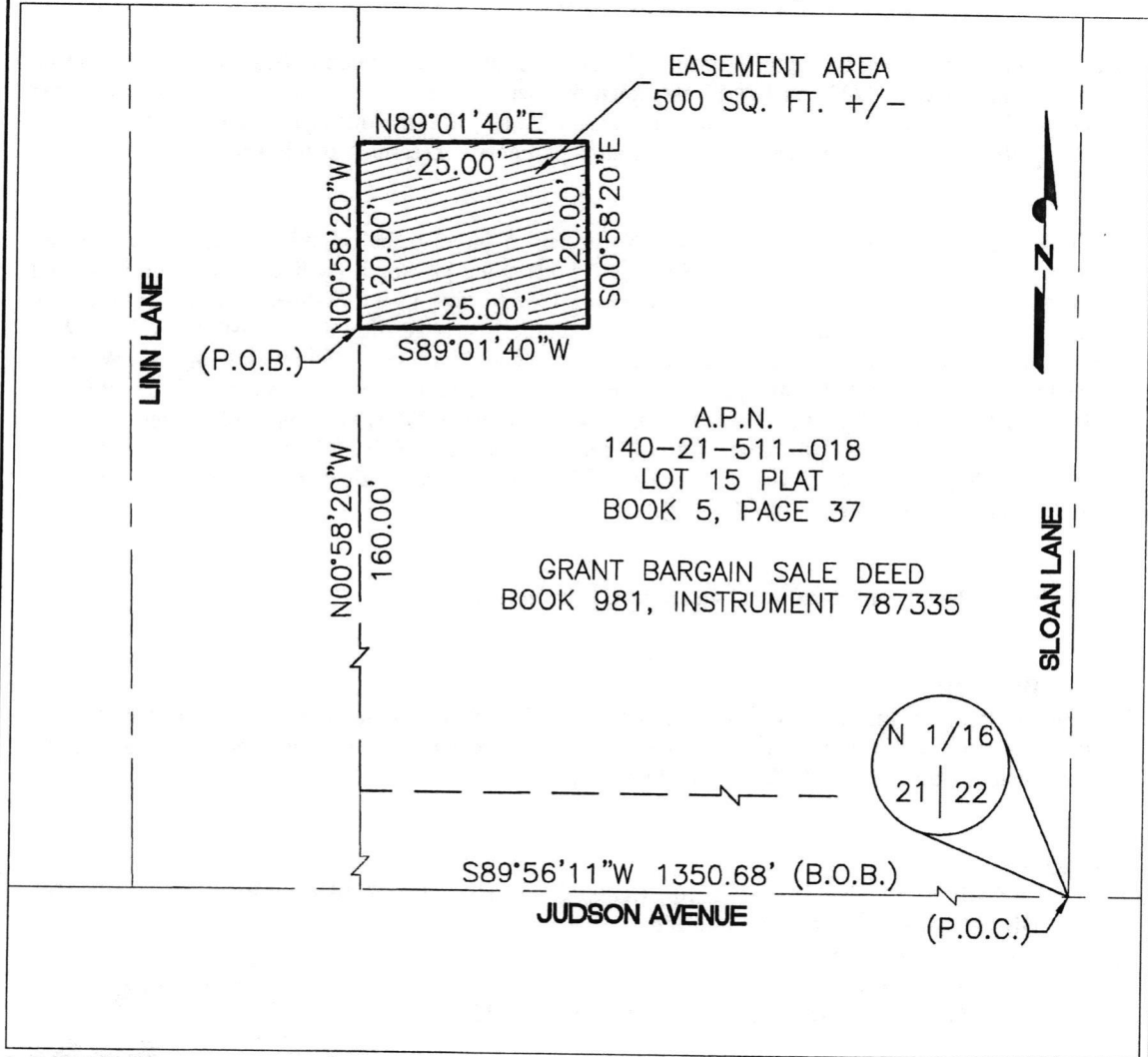
Sean F. Corkill P.L.S.
Professional Land Surveyor
Nevada License No. 18515
(Acting) Principal Land Surveyor, LVVWD



SFC/jlw
G:_PROJECTS_CONTRACT JOBS (DESIGN)\19C1521001\WORKING FILES\WORD\19C1521001
(5710 JUDSON EASEMENT) EASEMENT DESCRIPTION.DOC

APN: 140-21-511-018

"EXHIBIT B"
PT., SECTION 21, T.20 S., R.62 E., M.D.M.



LEGEND

—————	PARCEL LINES	(P.O.B.)	POINT OF BEGINNING
— — — — —	CENTERLINE	(P.O.C.)	POINT OF COMMENCEMENT
- - - - -	RIGHT OF WAY LINES	(B.O.B.)	BASIS OF BEARINGS
=====	EASEMENT AREA		

LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

SCALE 1" = 20'	DRAWN BY: JLW 3/5/19	19C1521001 5710 JUDSON AVENUE EASEMENT AREA DESCRIPTION DIAGRAM	LWWD EX-B PAGE 2 OF 2
	EDITED BY: JLW 3/5/19 PLS: SFC 3/5/19		

5710 JUDSON AVENUE

APN # 140-21-610-031

