

APN(s): 162-15-702-010

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 3885 S. Maryland Pkwy (APN 162-15-702-010) as shown on Exhibit "A" (the "**Property**") a temporary right and easement ("**Temporary Construction Easement**"):

1. to construct, operate, modify and maintain an area for purposes of installing a backflow preventor, 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.

Grantee is required to provide Grantor plenty of notification to coordinate work activity and service disruptions with the building occupants.

Grantee is required to return landscaped areas to their original condition.

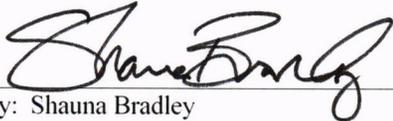
The Temporary Construction Easement terminates one (1) year after commencement of construction or on September 30, 2026, whichever comes first, and upon termination, the Temporary Construction Easement has no further effect.

Grantor can terminate this Temporary Construction Easement with or without cause, upon thirty (30) day notice to Grantee.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect to litigation directly or indirectly arising out of, under, or in connection with this Temporary Construction Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

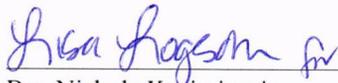
GRANTOR:

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



By: Shauna Bradley
Title: Director of Real Property Management

APPROVED AS TO FORM:



By: Nichole Kazimirovicz
Title: Deputy District Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

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

Signature of Notarial Officer

Notary Seal Area →

Exhibit A

APN # 162-15-702-010

ASSESSOR DESCRIPTION: PT NE4 SE4 SEC 15 21 61

LOCATION ADDRESS: 3885 S Maryland Pkwy

Property Information

Parcel: 16215702010 [Print](#)

Owner Name(s): COUNTY OF CLARK(SOCIAL SERV)

Site Address: 3885 S MARYLAND PKWY

Jurisdiction: CC Paradise - 89119

Sale Date: 06/2005

Sale Price: \$1,525,000

Estimated Lot Size: 0.71

Construction Year: 1975

Recorded Doc Number: 20050610
00003940

Aerial Flight Date: 2023-11-25

Zoning and Planned Land Use

Legal Description

Ownership

Appraisal

Flood Zone

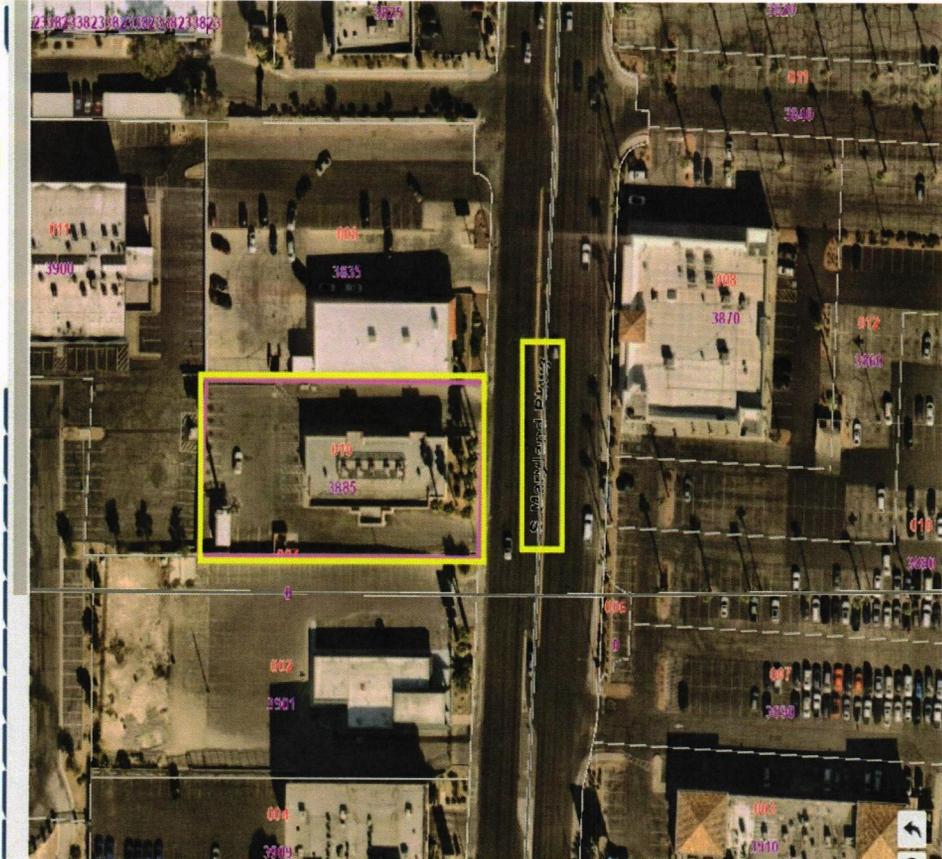
Elected Officials

SunGard Query

Assessors Query

Commercial Information

MapTips



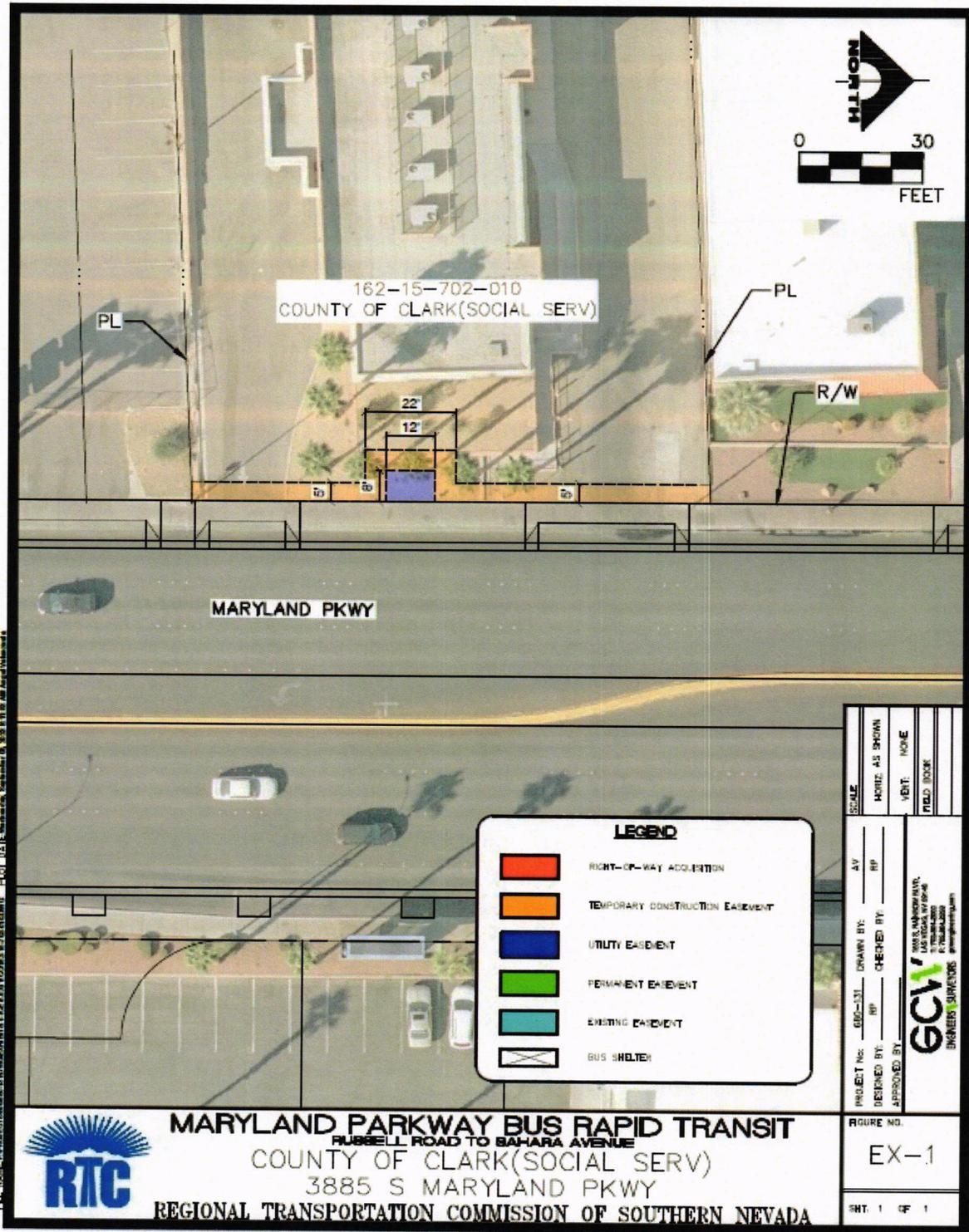
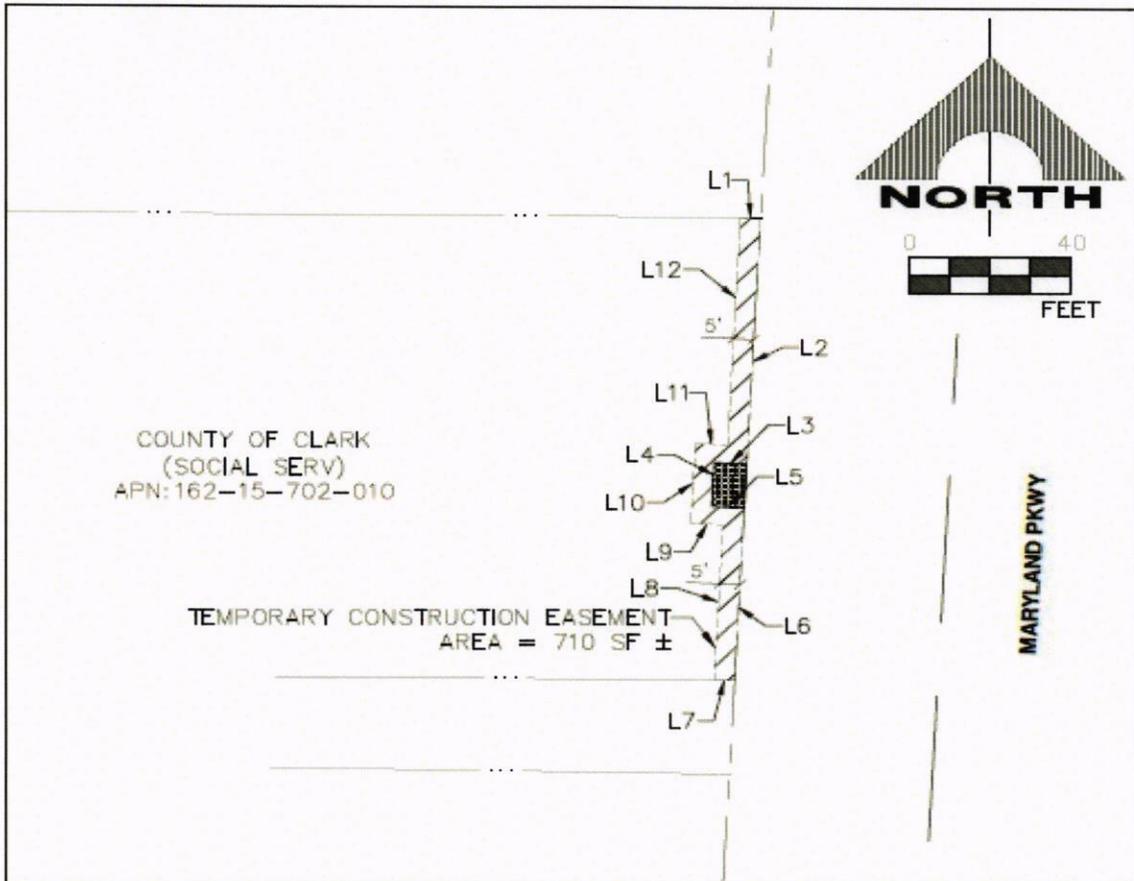


Exhibit "B"
Page 2 of 3



AREA OF CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY

OWNER COUNTY OF CLARK (SOCIAL SERV)

PARCEL NO. 162-15-702-010

SECTION, TOWNSHIP, RANGE 15, 21S, 61E

AREA OF EASEMENT 710 SF

GCV
ENGINEERS SURVEYORS

1556 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702/804,2000
F: 702/804,2299
gcvengineering.com

CLARK COUNTY, NEVADA
DEPARTMENT OF PUBLIC WORKS
500 S. GRAND CENTRAL PKWY. LAS VEGAS, NV 89155
MARYLAND PKWY - RUSSELL RD TO SAHARA AVE
TEMPORARY CONSTRUCTION EASEMENT OF
COUNTY OF CLARK (SOCIAL SERV)

DWG. NO.
EXHIBIT "C"
SHEET 1 OF 2

Exhibit "B"
Page 3 of 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°41'00"E	5.00'
L2	S2°56'48"W	67.06'
L3	N87°03'12"W	8.00'
L4	S2°56'48"W	12.00'
L5	S87°03'12"E	8.00'
L6	S2°56'48"W	47.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N89°32'05"W	5.00'
L8	N2°56'48"E	42.21'
L9	N87°03'12"W	8.00'
L10	N2°56'48"E	22.00'
L11	S87°03'12"E	8.00'
L12	N2°56'48"E	61.83'

 AREA OF CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY
 OWNER COUNTY OF CLARK (SOCIAL SERV)
 PARCEL NO. 162-16-702-010
 SECTION, TOWNSHIP, RANGE 15, 21S, 61E
 AREA OF EASEMENT 710 SF

 ENGINEERS SURVEYORS <small>1000 S. HAMBROW BLVD, LAS VEGAS, NV 89140 T: 702.854.2000 F: 702.854.2299 gcv@gsurvey.com</small>	<small>CLARK COUNTY, NEVADA DEPARTMENT OF PUBLIC WORKS 500 S. GRAND CENTRAL PKWY, LAS VEGAS, NV 89155</small> MARYLAND PKWY - RUSSELL RD TO SAHARA + E TEMPORARY CONSTRUCTION EASEMENT OF COUNTY OF CLARK (SOCIAL SERV)	DWG. NO. EXHIBIT "C" SHEET 2 OF 2
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APN: 162-15-702-010

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: 162-15-702-010

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.

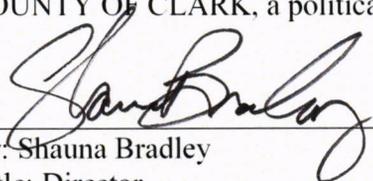
APN: 162-15-702-010

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 (SOCIAL SERVICES)
APN: 162-15-702-010

EXHIBIT "A"

DESCRIPTION

A PORTION OF LAND DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED JUNE 10, 2005 IN BOOK 20050610, AS INSTRUMENT NO. 03940 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA:

A STRIP OF LAND 12.00 FEET IN WIDTH, LYING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE THEREOF, NORTH 02°56'48" EAST, 1464.56 FEET; THENCE DEPARTING SAID EAST LINE NORTH 87°03'12" WEST 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARYLAND PARKWAY, DEDICATED BY THAT CERTAIN DOCUMENT RECORDED IN BOOK 6, AS INSTRUMENT NO. 07835 ON FILE AT SAID RECORDER'S OFFICE, ALSO BEING THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING NORTH 87°03'12" WEST, 8.00 FEET TO THE **POINT OF ENDING**

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

CONTAINS 96 SQUARE FEET, MORE OR LESS.

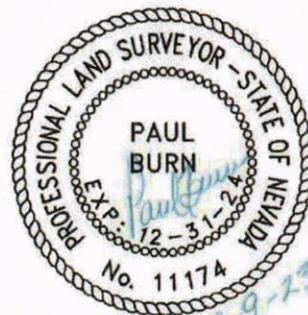
BASIS OF BEARINGS

NORTH 02°56'48" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN IN FILE 228, PAGE 72 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



Page 1 of 2

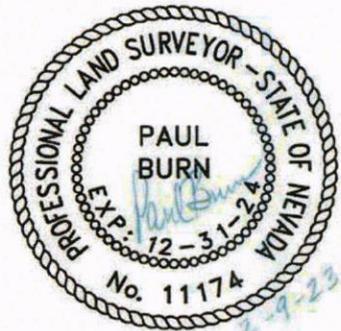
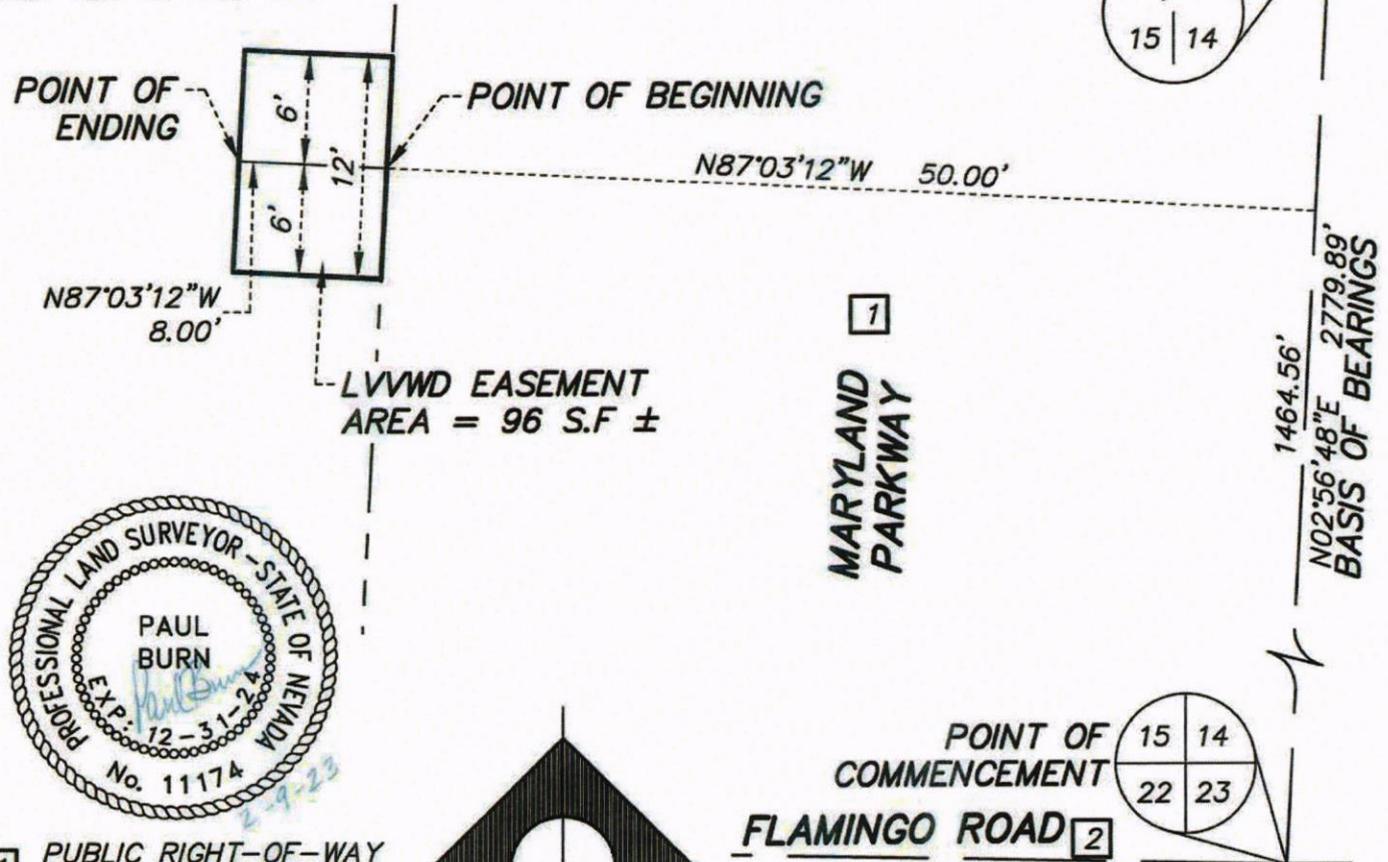
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GCW, INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

GRANTOR: COUNTY OF CLARK (SOCIAL SERVICES)
 APN: 162-15-702-010



1" = 10'

- 1 PUBLIC RIGHT-OF-WAY
PER OR: 6: 0007835
- 2 PUBLIC RIGHT-OF-WAY
PER OR: 1598: 1557508
AND OR: 569: 0457940

POINT OF COMMENCEMENT
 FLAMINGO ROAD 2



GCV
 ENGINEERS \ SURVEYORS

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

F:\Projects\600\680-131\Division\Srvy\Srvy\Exhibits\680-131-16215702010 LVWD-EX01.dwg

680-131-16215702010 LVVWD-CC01.txt
East: 277466.1389'

North: 608367.6382'

Segment #1 : Line

Course: S2°56'48"W Length: 12.00'
North: 608355.6541' East: 277465.5221'

Segment #2 : Line

Course: N87°03'12"W Length: 8.00'
North: 608356.0654' East: 277457.5326'

Segment #3 : Line

Course: N2°56'48"E Length: 12.00'
North: 608368.0495' East: 277458.1495'

Segment #4 : Line

Course: S87°03'12"E Length: 8.00'
North: 608367.6382' East: 277466.1389'

Perimeter: 40.00' Area: 96.00 Sq. Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North: 0.00000 East: 0.00000

Precision 1: 40000000.00