

APN: 139-33-405-008

WHEN RECORDED MAIL TO:

City of Las Vegas Department of Public Works
ATTN: Ed Young
495 S Main Street, 5th Fl
Las Vegas, NV 89101

TEMPORARY CONSTRUCTION EASEMENT

The County of Clark, a political subdivision of the State of Nevada (“Grantor”), its heirs, successors and assigns, for and in consideration received, does hereby grant to City Of Las Vegas, a municipal subdivision of the State of Nevada (“Grantee”), its successors and assigns, a Temporary Construction Easement (“TCE”) in, on, over and across +/- 1,587 square feet of land described in Exhibit “A” (“TCE Area”), attached hereto and by this reference made a part hereof, together with the right of ingress and egress, for the purpose of: constructing sidewalk, curb gutter and paving roadway (“Project”). The Grantee shall be responsible for any and all costs associated with construction of the Project, relocation of existing improvements or other associated appurtenances and any and all remediation.

Grantor, its heirs, successors and assigns, reserves such rights and privileges as may be used without interfering with or abridging the rights and TCE granted herein.

Subject to the government liability limits of NRS Chapter 41, the Grantee agrees to indemnify, defend and hold Grantor harmless from any and all claims, demands or causes of action which may result from the actions of the Grantee, its officers, employees, agents, or contractors arising from the exercise of the rights herein granted.

Grantee shall take all reasonable precautions to protect people from the TCE area.

The rights herein granted are temporary and expire upon completion of the Project or December 31, 2026 whichever occurs first. Grantor has the right to inspect the Project, including all necessary relocation of existing improvements, to assure work is satisfactory.

Grantor may terminate this TCE for Grantee’s non-compliance with the terms and conditions by providing a ten (10) day notice to Grantee.

Grantee shall be responsible for any damages proximately caused by Grantee’s Project, including any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the TCE area, Grantee will restore the TCE Area to its before condition. Grantee shall return the Grantor’s property and TCE Area to the same or better condition to the satisfaction of the Grantor, in Grantor’s sole discretion, once the Project has been completed. If Grantee fails repair or restore Grantor’s property or TCE area

to its before condition, Grantor shall have the right, but not the obligation, to repair and/or remediate the TCE Area and Grantor's property and Grantee shall be responsible for any and all costs incurred by Grantor and shall pay those costs within ten (10) days of receipt of an invoice.

Project work shall take place during the hours of 6:30 PM and 5:00 AM.

This TCE may be executed in counterparts, all such counterparts will constitute the same TCE and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.


GRANTOR
COUNTY OF CLARK

GRANTEE
CITY OF LAS VEGAS

By: _____
Shauna Bradley, Director
Real Property Management

By: _____
Name:
Title:

APPROVED AS TO FORM:

By:  _____
Nichole Kazimirovich, Deputy District Attorney

STATE OF NEVADA}
COUNTY OF CLARK}

On this _____ day of _____, 2024, before me, the undersigned Notary Public in and for said County and State, appeared _____ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

Notary Public

STATE OF NEVADA}
COUNTY OF CLARK)}

On this _____ day of _____, 2024, before me, the undersigned Notary Public in and for said County and State, appeared _____ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

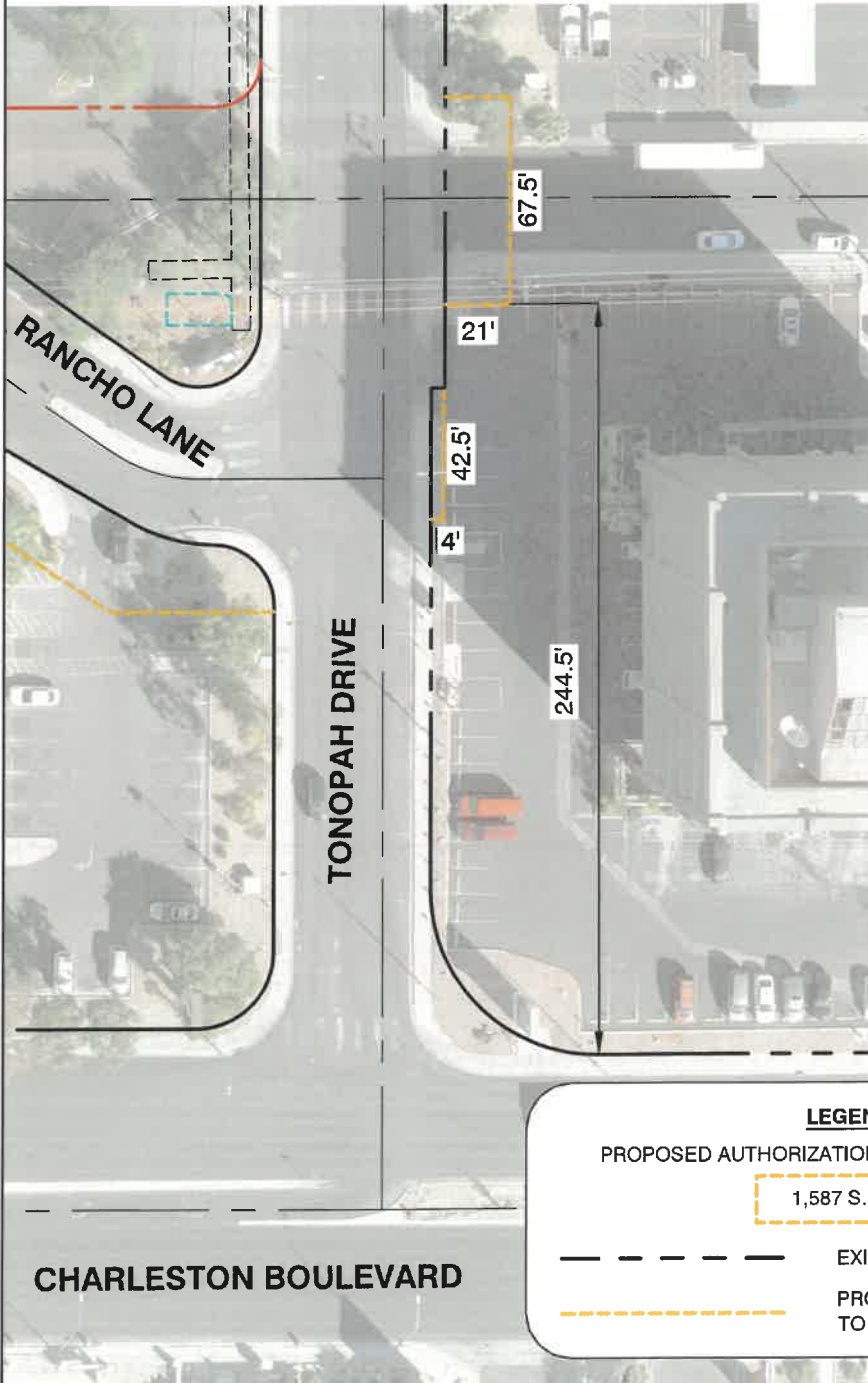
Notary Public

APN:139-33-405-008
COUNTY OF CLARK (UMC)

EXHIBIT "A"
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AEP EXHIBIT

A PORTION 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



1" = 60'

APN: 139-33-405-008
COUNTY OF CLARK (UMC)
2040 W CHARLESTON BLVD
LAS VEGAS, NV 89102
DOC: 00000409:0068379

LEGEND

PROPOSED AUTHORIZATION TO ENTER PROPERTY

1,587 S.F. ±

--- EXISTING RIGHT-OF-WAY LIMIT

- - - PROPOSED AUTHORIZATION TO ENTER PROPERTY (AEP)