

APN: 179-28-501-005

WHEN RECORDED MAIL TO:

City of Henderson

Attn: Brian Podmenik

Public Works

240 S. Water St, MSC 131

Henderson, NV 89015

**GRANT OF NON-EXCLUSIVE
EASEMENT**

County of Clark, a political subdivision of the State of Nevada, ("**Grantor**") for good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("**Grantee**"), its successors and assigns, a perpetual right and non-exclusive easement:

1. to construct, operate, add to, modify, repair, maintain and remove a private driveway and appurtenances including but not limited to curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the private driveway as required for development under City of Henderson building standards ("**Private Driveway**") in, upon, over, under and through the property described in Exhibit "A" attached hereto and by this reference made a part of this Grant of Non-Exclusive Easement ("**Easement Area**");
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area; and
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Private Driveway in the Easement Area.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately or actually caused by Grantee constructing, operating, adding to, repairing, maintaining, or removing the Private Driveway, to any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the Easement Area, Grantee will restore the Easement Area to its before condition. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions,

Grantee and Grantor may use the Private Driveway as access for Assessor's Parcel Numbers 179-28-501-005 and 179-28-501-007 only and for no other purpose. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee. Grantee's consent will not be unreasonably withheld. Grantor retains, for its benefit, the right to maintain and use the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein.

If Grantee determines that the Easement Area is no longer needed for the Private Driveway, this easement shall terminate after Grantor provides written approval and Grantee executes and records a written relinquishment of the easement.

If requested by Grantor, Grantee agrees, at its sole cost and expense, within 120 calendar days of written request by Grantor or such time as mutually agreed upon by the parties in writing, to expeditiously adjust, modify, change, and remove and/or relocate Grantee's Private Driveway as necessary for public convenience and/or safety or for construction, reconstruction, repair and/or maintenance of Grantor's improvements which exist now or in the future, including any public improvements and/or any public safety improvements.

Grantee shall bear the entire cost and expense incurred in connection with Grantee's construction, maintenance, repair and/or renewal of the Private Driveway. The Private Driveway shall only be adjusted, modified, changed, removed and/or relocated upon mutual written agreement of Grantor and Grantee.

This Grant of Non-Exclusive Easement and the covenants and easements created and declared herein shall run with the land and shall inure to the benefit of and be binding upon Grantor, Grantee and current and future owners of their respective properties described herein, together with their respective heirs, executors, successors and assigns.

This Non-Exclusive Grant of Easement is granted subject to any and all existing rights.

GRANTOR:
COUNTY OF CLARK
a political subdivision of the State of Nevada

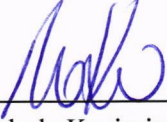
GRANTEE:
City of Henderson
a municipal corporation and political
subdivision of the State of Nevada

Lisa Kremer
Director, Real Property Management

By: Richard Derrick
City Manager/CEO

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Nichole Kazimirovich, Deputy District Attorney

Nicholas G. Vaskov
City Attorney

CAO
Review

[Notary page follows]

STATE OF NEVADA}
COUNTY OF CLARK}

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

Signature of Notarial Officer

Notary Seal area →

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

Signature of Notarial Officer

Notary Seal area →

Exhibit A

GRANTOR: COUNTY OF CLARK
APN: 179-28-501-005

DESCRIPTION

A PORTION OF THE CERTAIN PARCEL DESCRIBED IN BOOK 1032 AS INSTRUMENT NUMBER 0091857 ON FILE IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 AS SHOWN IN FILE 97, PAGE 95 OF PARCEL MAPS ON FILE IN SAID RECORDER'S OFFICE; THENCE ALONG THE NORTHEASTERLY LINE THEREOF, NORTH 42°45'25" WEST, 260.05 FEET TO THE SOUTHWEST CORNER OF LOT "A" AS SHOWN IN BOOK 153, PAGE 01 OF PLATS ON FILE IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTH LINE THEREOF, NORTH 89°27'41" EAST, 40.51 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 42°45'25" EAST, 260.05 FEET; THENCE SOUTH 47°14'35" WEST, 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 7,393 SQUARE FEET, MORE OR LESS.

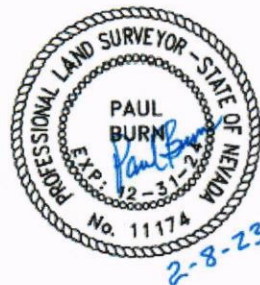
BASIS OF BEARINGS

NORTH 47°14'35" EAST, BEING THE BEARING OF THE SOUTHEASTERLY LINE OF LOT 3 AS SHOWN IN FILE 97, PAGE 95 OF PARCEL MAPS 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



GRANTOR: COUNTY OF CLARK
APN: 179-28-501-005



PUBLIC RIGHT-OF-WAY
PER OR: 20000427: 00934

EQUESTRIAN DRIVE
PUBLIC RIGHT-OF-WAY PER OR: 719: 0678933

LOT "A"
BOOK 153, PAGE 01
OF PLATS
APN: 179-28-513-047

LANGSTON RANCH AVENUE
PRIVATE STREET
PER
OR: 20161213: 001643

LOT 3
FILE 97, PAGE 95
OF PARCEL MAPS
APN: 179-28-501-007

CROSS ACCESS EASEMENT
AREA = 7,393 S.F.

POINT OF BEGINNING

N47°14'35"E 415.00'
BASIS OF BEARINGS

S47°14'35"W 30.00'

N42°45'25"W 260.05'

S42°45'25"E 260.05'

SOUTHERN NEVADA
MUSEUM
COUNTY OF CLARK
APN: 179-28-501-005
OR: 1032: 0091857

GCV

ENGINEERS SURVEYORS

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

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