

APN: 179-28-501-007 & 179-28-513-047

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

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

1. for secondary or limited use for ingress and egress over and across APNs 179-28-513-047 and 179-28-501-007 as described on Exhibit A and as depicted on Exhibit B ("**Easement Area**"), attached hereto and by this reference made a part of this Grant of Non-Exclusive Easement;
2. for secondary or limited use for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for secondary or limited use for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area;
4. to remove, clear, cut or trim any obstruction or material from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use of the Easement Area.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately or actually caused by Grantee, in accordance with, and subject to, the limitation of NRS 41.0305 to NRS 41.039, inclusive. Grantee does not waive and will assert the defense of sovereign immunity in all appropriate cases. 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 may use the real property improvements that will be constructed or placed on or within the Easement Area by Grantor, such improvements to include, but not be limited to, curb, gutter, pavement, concrete flatwork, and drainage. Grantor retains, for its benefit, the right to use the Easement

Area for its own purposes; provided, however, that all such purposes and uses do not materially interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein.

Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) a physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens and encumbrances and all other matters of record or enforceable at law or in equity, including, without limitation, those certain easements for street and utility purposes reserved by Grantor pursuant to: (i) that certain instrument recorded October 17, 1963 as Instrument No. 486-391278 in the office of the County Recorder, Clark County, Nevada; (ii) that certain instrument recorded May 21, 1969 as Instrument No. 951-763593 in the office of the County Recorder, Clark County, Nevada; and (iii) that certain instrument recorded April 27, 2000 in Book 97 of Parcel Maps, Page 95, in the office of the County Recorder, Clark County, Nevada; (the easements reserved pursuant to the foregoing (i) – (iii), collectively, the "**Existing Grantor Easements**"). Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

Notwithstanding anything in the Existing Grantor Easements to the contrary, in utilizing the Existing Grantor Easements, Grantor covenants that it shall not materially and adversely restrict the use of the Easement Area and ingress/egress thereon unless an alternate method of ingress/egress is agreed upon in writing by Grantor, Grantee and any future owner of the Easement Area.

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.

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

[continued on following pages]

Grantee shall not assign this Grant of Non-Exclusive Easement to a non-affiliated entity without the prior written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Date of City Council Approval: _____

GRANTOR:

CITY OF HENDERSON,
s municipal corporation and political subdivision of the State of Nevada

Richard Derrick
City Manager/CEO

ATTEST:

APPROVED AS TO CONTENT:

Jose Luis Valdez, CMC
City Clerk

Lance M. Olson, P.E.
Director of Public Works

APPROVED AS TO FORM:

Nicholas G. Vaskov
City Attorney

CAO
Review

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on this _____ day of _____, 20__ by Richard Derrick as the City Manager/CEO of the City of Henderson.

(Seal, if any)

Signature of Notarial Officer

GRANTEE:

COUNTY OF CLARK

a political Subdivision of the State of Nevada

Lisa Kremer
Director, Real Property Management

APPROVED AS TO FORM:



Nichole Kazimirovicz, Deputy District Attorney

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 ☐

GRANTOR: CITY OF HENDERSON
APN: 179-28-501-007 & 179-28-513-047

EXHIBIT "A"

DESCRIPTION

ALL OF LOT "A" AS SHOWN IN BOOK 153, PAGE 01 OF PLATS 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.

TOGETHER WITH THE NORTHEAST 30.00 FEET OF LOT 3 AS SHOWN ON FILE IN FILE 97, PAGE 95 OF PARCEL MAPS ON FILE IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE,

CONTAINS 16,693 SQUARE FEET, MORE OR LESS.

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

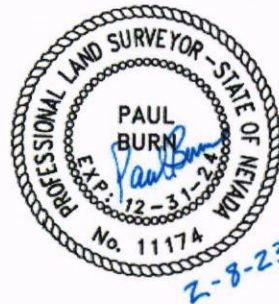
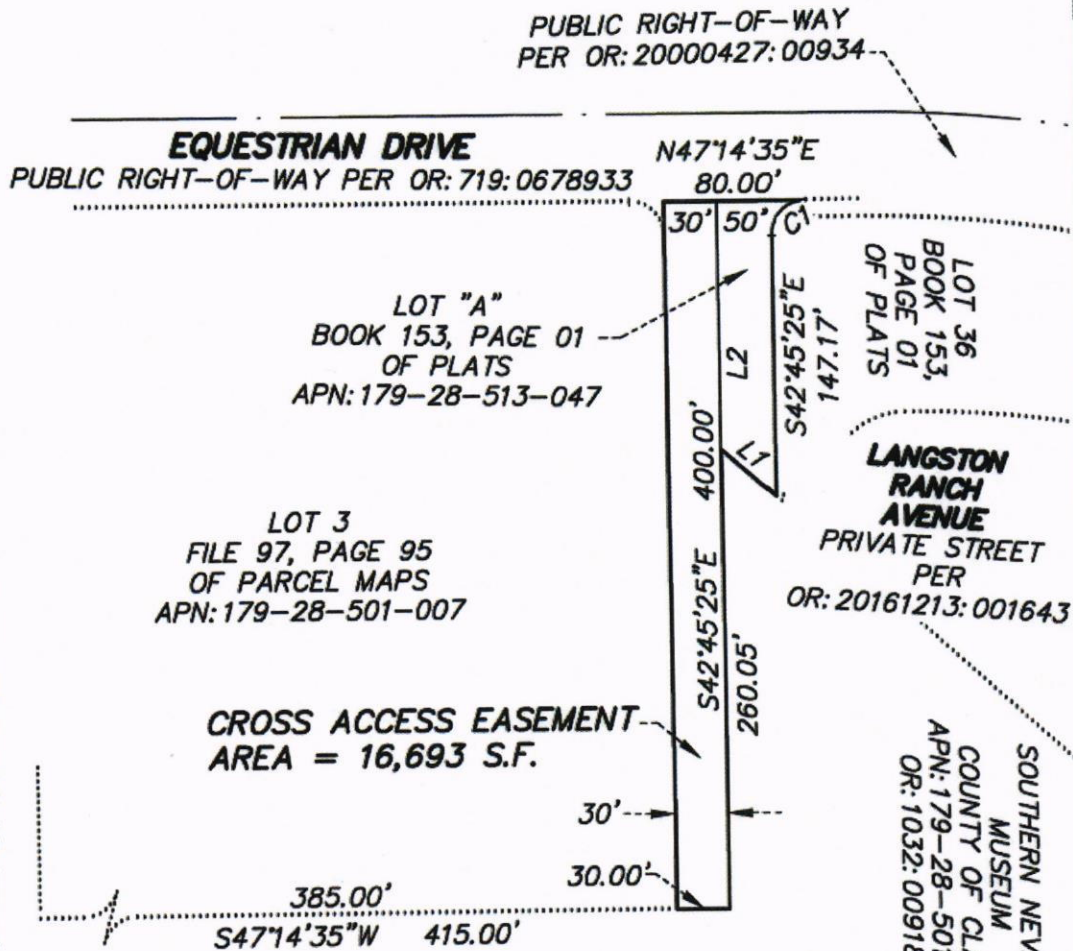


EXHIBIT "B" TO ACCOMPANY DESCRIPTION
 GRANTOR: CITY OF HENDERSON
 APN: 179-28-501-007 & 179-28-513-047

NOTE:
 SEE PAGE 2 FOR LINE
 AND CURVE TABLES



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EXHIBIT "B" TO ACCOMPANY DESCRIPTION

GRANTOR: CITY OF HENDERSON

APN: 179-28-501-007 & 179-28-513-047

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°27'41"E	40.51'
L2	N42°45'25"W	139.95'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	90°00'00"	20.00'	31.42'	20.00'

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PAGE 2 OF 2

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