

A.P.N. 139-28-604-008

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:
CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

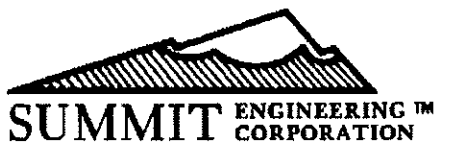
The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, with the consent of **GRANTOR** insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which this Indenture is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

3. Should any of the **GRANTEE'S** facilities within said easement be required by **GRANTOR** to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other

APN 139-28-604-008



313 Pilot Road, Suite A, Las Vegas, Nevada 89119
(702) 252-3236 FAX (702) 252-3247

DATE: September 19, 2007
BY: PWC CKD BY: EVS
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This description is provided for a Las Vegas Valley Water District Water Easement located within a portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 20 South, Range 61 East, Clark County, Nevada described as follows:

PROPERTY DESCRIPTION

BEGINNING at a point on the Westerly right-of-way of N Street from which the center Quarter corner of said Section 28 bears South 59°48'44" West, 310.49 feet; thence leaving said Westerly right-of-way South 89°45'31" West, 15.00 feet; thence along a line parallel to said Westerly right-of-way North 00°14'29" West, 15.00 feet; thence North 89°45'31" East, 15.00 feet to a point on the Westerly right-of-way of N Street; thence along said Westerly right-of-way South 00°14'29" East, 15.00 feet to the **POINT OF BEGINNING**.

Said parcel contains an area of approximately 225 square feet.

BASIS OF BEARINGS

South 89°52'47" West, being the South boundary of the Southwest Quarter of the Northeast Quarter of Section 28, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, as shown on that certain Final Map on file in Book 5 of Plats, Page 20, Clark County Recorder's Office, Clark County, Nevada.



10/3/07



1" = 100'

MARTIN L. KING BOULEVARD

APN: 139-28-604-008
20050901:00996 O.R.

N STREET

N 00°14'29" W
15.00

S 89°45'31" W
15.00

S 59°48'44" W
310.49

N 89°45'31" E
15.00

S 00°14'29" E
15.00

C 1/4
WASHINGTON AVENUE
SEC 28 N 89°52'47" E (BASIS OF BEARINGS)

Las Vegas Valley Water District
Water Easement for the
City of Las Vegas

DESIGNED BY: PWC
SCALE: 1" = 100'
CHECKED BY: EVS
Copyright SUMMIT ENG 2007



SHEET
OF