

A.P.N. 162-04-808-001

EASEMENT 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 the **City of Las Vegas**, a Municipal Corporation, 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**.

WITNESSETH :

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, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it 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 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 construction were done by third parties with the written consent of the **GRANTEE**.

Nevada By Design

ENGINEERING CONSULTANTS

3515 E. Harmon Avenue - Las Vegas, NV 89121 - Phone 702-938-1525 - Fax 702-938-1530

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GRANTOR: CITY OF LAS VEGAS

EXHIBIT A
LEGAL DESCRIPTION
WATER EASEMENTS

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT NO. 1 - DCDA

COMMENCING AT THE INTERSECTION OF TAM DRIVE AND BOSTON AVENUE AS SHOWN IN FILE 135, PAGE 66 OF SURVEYS, OFFICAL RECORDS, CLARK COUNTY NEVADA, THENCE SOUTH 86°13'09" EAST A DISTANCE OF 273.16 FEET; THENCE SOUTH 03°58'24" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 86°13'53" EAST A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**: THENCE SOUTH 86°13'53" EAST A DISTANCE OF 12.00 FEET;; THENCE SOUTH 03°46'07" WEST A DISTANCE OF 21.00 FEET; THENCE NORTH 86°13'53" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 03°46'07" EAST A DISTANCE OF 21.00 FEET TO THE **POINT OF BEGINNING**.

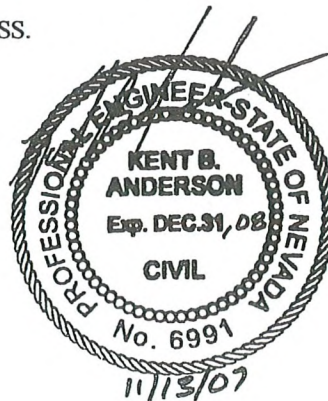
SAID PARCEL CONTAINS 252.00 SQUARE FEET MORE OR LESS.

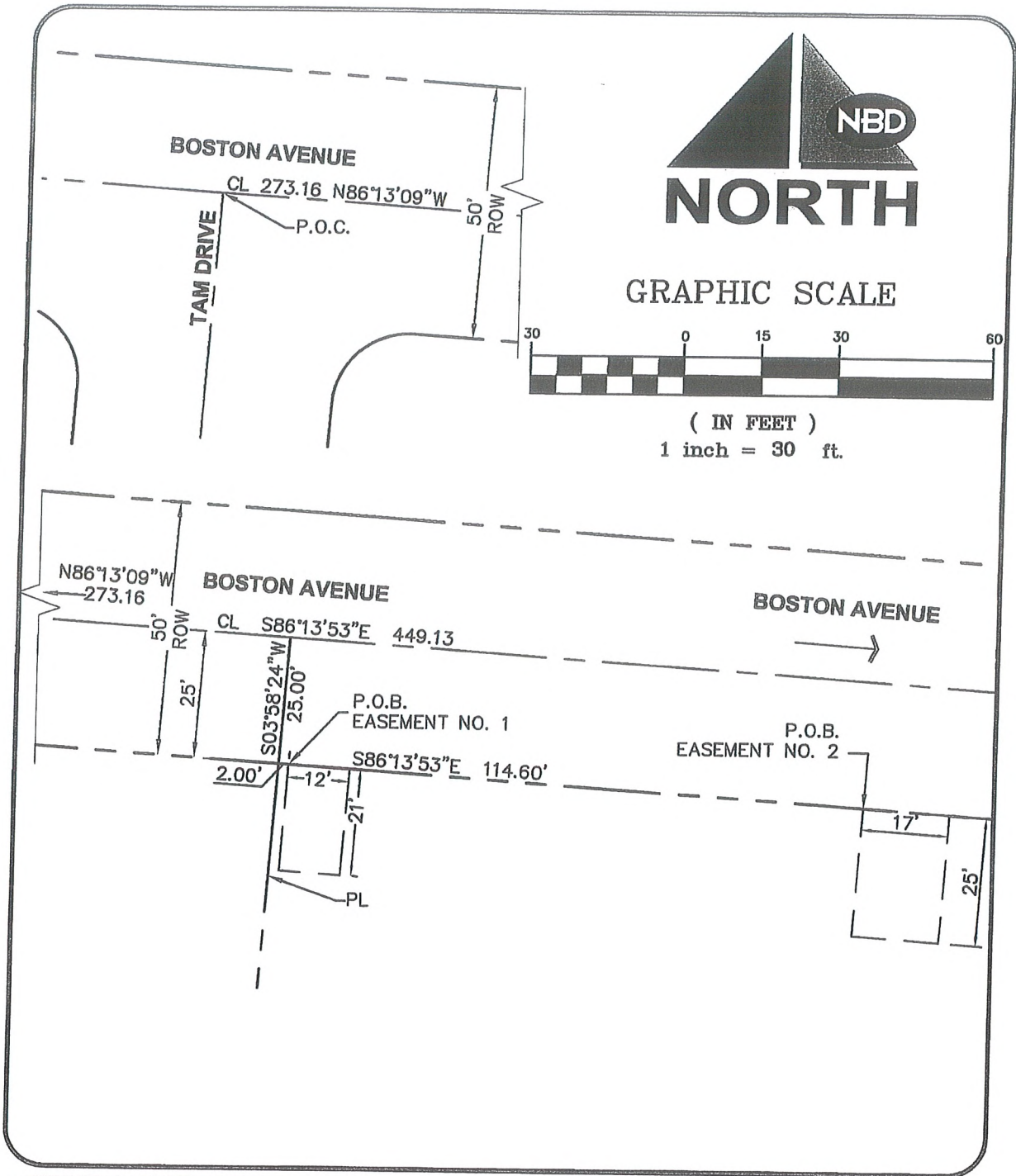
EASEMENT NO. 2 - RPPA

COMMENCING AT THE INTERSECTION OF TAM DRIVE AND BOSTON AVENUE AS SHOWN IN FILE 135, PAGE 66 OF SURVEYS, OFFICAL RECORDS, CLARK COUNTY NEVADA, THENCE SOUTH 86°13'09" EAST A DISTANCE OF 273.16 FEET; THENCE SOUTH 03°58'24" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 86°13'53" EAST A DISTANCE OF 114.60 FEET TO THE **POINT OF BEGINNING**: THENCE SOUTH 86°13'53" EAST A DISTANCE OF 17.00 FEET;; THENCE SOUTH 03°46'07" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 86°13'53" WEST A DISTANCE OF 17.00 FEET; THENCE NORTH 03°46'07" EAST A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 425.00 SQUARE FEET MORE OR LESS.

PREPARED BY: KENT B. ANDERSON, P.E.





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**LVVWD EASEMENT
 STUPAK COMM. CTR.**

DRAWN BY: CGV	JOB NO.: CE06545
DATE: 10/30/07	SHT. 4 OF 4