

APNs: 125-11-699-008, 125-11-799-005,  
and 125-12-299-008

When Recorded Return To:  
Southern Nevada Water Authority  
Attn: Land Acquisition (M/S 95)  
P.O. Box 99956  
Las Vegas, Nevada 89193-9956

**SOUTHERN NEVADA WATER AUTHORITY**  
**EASEMENT OCCUPANCY PERMIT**

Lateral Name: North Valley Lateral- Decatur 2538/2430 Pumping Station  
to Grand Teton Drive  
SNWA Contract No.: 170H  
Station No.: Between 53 + 00 and 56 +00  
SNWA DPR File No.: 2005-0683A  
Assessor's Parcel No.: 125-11-699-008, 125-11-799-005, and 125-12-299-008  
Address: Intersection of Jones Boulevard and Horse Drive,  
Las Vegas, Nevada 89131

**THIS PERMIT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between  
THE CITY OF LAS VEGAS (Permittee), and the SOUTHERN NEVADA WATER  
AUTHORITY (SNWA), a political subdivision of the State of Nevada.

WITNESSETH:

SNWA hereby agrees to allow the occupancy of one (1) 24" PVC sewer pipe and one (1)  
electrical conduit and wires, hereinafter called "Facilities", within the SNWA easement for  
the SNWA facility referenced above, conditioned upon the Permittee's agreement and  
compliance with the following requirements:

- (a) This Permit does not grant any right, privilege, or interest in the land. The  
Permittee is responsible for obtaining any necessary land rights from the  
underlying fee owner.

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- (b) This Permit is only valid provided the Facilities are constructed, operated, and maintained in conformance with the SNWA-approved plans. Any relocations, changes, or upgrades require additional concurrence by SNWA. Permittee agrees to alter or relocate its Facilities, at no cost to SNWA, to accommodate modifications of SNWA's facilities.
- (c) The construction, reconstruction, maintenance, removal, and use of the Facilities shall at no time and in no way whatsoever interfere with the operation and maintenance of SNWA facilities.
- (d) This Permit is granted pursuant to and in compliance with the authorization and criteria provided in SNWA Resolution 99-003.
- (e) Permittee shall notify SNWA at least 48 hours prior to commencing installation of the Facilities to permit inspection by SNWA. SNWA retains the right to suspend or terminate the Permittee's activities if construction deviates from the conditions, covenants and restrictions of this permit.
- (f) Prior to commencement of construction of any Facilities, it is the Permittee's responsibility to determine the exact location of existing SNWA facilities. An excavation, if required, shall be made in the presence of SNWA authorized personnel. Costs incurred for the excavation shall be the sole responsibility of the Permittee.
- (g) The Facilities shall not alter the existing gravity drainage from SNWA's easements during or after construction. No new concentration of surface or subsurface drainage shall be directed onto or under SNWA's easement without adequate protection of SNWA facilities. All drainage alterations must be approved by SNWA.
- (h) Permittee agrees to abide by and comply with all applicable Federal, State, and Local laws and building and safety codes.
- (i) Each party retains the rights provided under Nevada law to seek indemnification and contribution from the other for any loss, damage, liability, cost or expense caused by the actions or inactions of the employees, consultants, contractors, or agents of the other party hereto. Neither party waives the conditions and limitations of Chapter 41 of the Nevada Revised Statutes.

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and 125-12-299-008

- (j) Permittee assumes all risk of property damage and injury caused by the construction, reconstruction, operation, maintenance, removal, or use of SNWA's facilities, present or future, within the SNWA easement, regardless of when the damage or injury occurs or is detected.
- (k) Permittee shall obtain the written approval of SNWA before installing any landscaping, unless a part of this Permit.
- (l) Exceptions to Utility Separation Guidelines approved under this Permit: None.
- (m) This Permit shall be binding on the successors or assigns of Permittee and SNWA. This Permit runs with the land and is binding upon and inures to the Permittee and their heirs, officers, employees, agents, and contractors.
- (n) By signing this Permit, you agree to the terms and conditions provided herein and if you are entering into this Permit on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

Terms of Permit Agreed To:

**CITY OF LAS VEGAS**

\_\_\_\_\_  
Oscar B. Goodman, Mayor

\_\_\_\_\_  
Date

Approved as to form

*John S. Ridilla 4/17/08*  
\_\_\_\_\_  
John S. Ridilla                      Date  
Deputy City Attorney

