

APN _____



SIDEWALK EASEMENT AGREEMENT

THIS AGREEMENT, MADE THIS ____ day of _____, 20__, by _____ (OWNER), and the City of North Las Vegas (CITY), a political subdivision of the State of Nevada (collectively, the parties).

WITNESSETH

WHEREAS, the OWNER owns certain real property (Easement Premises) within the CITY; and

WHEREAS, the Easement Premises is legally described in Exhibit "A" attached to and incorporated within this Agreement by this reference; and

WHEREAS, the parties have determined that it is in their mutual and preferred interests for the OWNER to grant to the CITY an easement in, along, and upon the Easement Premises for use as a sidewalk and maintenance purposes;

NOW , THEREFORE, the parties agree as follows:

1. EASEMENT GRANTED. Subject to the terms and conditions set forth in this Agreement, the OWNER hereby grants and conveys to the CITY a perpetual easement in, along, and upon the Easement Premises for use as a sidewalk and for utility installation and/or maintenance purposes.

2. RIGHTS GRANTED. The OWNER agrees that the perpetual easement granted by this Agreement includes all reasonable rights of ingress and egress of the Easement Premises that are necessary to:

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(A) Survey, construct, control, operate, maintain, replace, remove, or abandon in place the sidewalk; and/or

(B) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk installation and maintenance responsibilities set forth herein.

3. RIGHT TO USE. The OWNER reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the rights granted to the CITY by this Agreement; provided, however, that the OWNER shall not obstruct or permit the obstruction of the Easement Premises at any time without the express prior written consent of the CITY.

4. RIGHT TO ASSIGN. The OWNER agrees that the CITY may assign the rights granted to it by this Agreement to any assignee who demonstrates sufficient competence and who gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner.

5. RUNS WITH THE LAND. The OWNER agrees that all rights, title, interests, and privileges granted to the CITY by this Agreement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

6. LIMITATION OF USE. The CITY agrees that the rights granted to it by this Agreement shall be limited exclusively to the installation and/or maintenance of sidewalks and utility facilities and uses identical thereto.

7. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk installation and/or maintenance responsibilities set forth in this Agreement shall be exercised in such a manner as not to cause damage or destruction to or interruption of the use of the Easement Premises or such adjoining lands.

8. OTHER EASEMENTS. The CITY agrees that the OWNER shall have the right to grant other nonexclusive easements in, along, or upon the Easement Premises; provided, however, that:

(A) Any such other easements shall be subject to the easement granted to the CITY by the Agreement; and

(B) The OWNER shall not permit any easements upon the Easement Premises that will interfere with the City's rights granted under this Agreement.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this _____ day of _____, 20__.

_____ (Signature)

by: _____ (Print name)

its: _____ (Print title)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

Notary Public in and for said County and State
My Commission Expires on _____.

When Recorded Mail To:
City of North Las Vegas
City Clerk
2250 Las Vegas Boulevard North, Suite 800
North Las Vegas, NV 89030