

APN: 124-17-312-003 and
124-17-111-134

When Recorded, Return To:
Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 530
Las Vegas, NV 89193-9956

CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement"), is made by the grantor ("Owner"), and Southern Nevada Water Authority ("Authority"), a political subdivision of the State of Nevada, as the holder.

RECITALS:

Whereas, the Owner is the owner in fee simple of that certain real property located at 3100 W ELKHORN RD, NORTH LAS VEGAS, Nevada and more particularly described in Exhibit A.

Whereas, the Authority has implemented its Water Smart Landscapes Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Requirements for the Converted Area portion of the Program conditions.

Whereas, pursuant to Program requirements, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in Exhibit B and depicted in Exhibit C, and will receive payment from the Authority in exchange, receipt of which is acknowledged by Owner.

Whereas, in order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner preserve the conversion described in Exhibit B and Exhibit C.

Whereas, the purpose of this Easement is to provide a significant public benefit by protecting and preserving natural resources.

Whereas, this Easement is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, and the Authority is a governmental body empowered to hold an interest in real property under the Act.

Whereas, the Owner and Authority recognize the importance of the conservation of water and have the common purpose of conserving water usage with respect to the Property by the conveyance of this Easement on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual Easement, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, the Owner and the Authority agree as follows:

1. Owner grants and conveys the rights necessary in order to comply with conversion requirements of the Program, and nothing more, in that portion of the lawn and/or water surface on the Property which is described in Exhibit B and depicted on Exhibit C that has been converted to drought tolerant landscaping in accordance with the Program. The Owner agrees that the Property shall be held, conveyed, hypothecated, developed, or encumbered subject to this Easement and shall be binding upon the Owner and all successors in interest to the Owner pursuant to NRS 111.390 to 111.440. Subject to Section 4, any intentional modification to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in Exhibit C shall constitute a breach of this Easement.

2. This Easement is made for the express benefit of the Authority and its successors and assigns.

3. The Authority may consent to modifications of the drought tolerant landscaping installed in accordance with the Program and depicted on and described in Exhibit B and Exhibit C. The Program conversions made by Owner may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property, provided that the outcome of such replacements or modifications provides equal or greater water efficiency and provided that no irrigated lawn or grass, spray irrigation, swimming pools, ponds, or other bodies of water or water features are developed in or upon the areas depicted in Exhibit C.

4. The Authority may agree to waive the requirements of this Easement. The Owner may request the Authority to consider a waiver of the Easement. The Authority may require a reasonable administrative fee for consideration of the waiver, must determine that the waiver is not detrimental to the public interest, and shall require repayment of the amount paid to the Owner by the Authority, along with a reasonable rate of interest calculated from the original date of payment. Any waiver shall be binding on the Authority only if it is in writing and is executed by a duly authorized representative of the Authority and recorded in the official records of the County Recorder of Clark County, Nevada.

5. This Easement shall be liberally construed to promote and accomplish the public benefits of water conservation and protection and preservation of natural resources.

6. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Authority shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Easement. No delay in enforcing this Easement or any portion of it shall be deemed a waiver by the Authority or of the part not enforced. A waiver of Authority rights may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded in the official records of the County Recorder of Clark County, Nevada.

7. The person executing this Easement as the Owner is the record owner of the Property, or has been delegated the authority to execute this Easement on behalf of the Owner and represents and certifies that the person or entity is duly authorized and has been empowered to execute and deliver this Easement.

8. This Easement is governed by, and shall be construed in accordance with, the laws of the State of Nevada. The exclusive venue for the resolution of any dispute arising out of this Easement shall be in the Eighth Judicial District Court of the State of Nevada.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (APN 124-17-312-003)

A portion of Lot 43L, Aliante North, as shown by map thereof on file in Book 110, Page 72 of Plats, in the Office of the County Recorder, Clark County, Nevada.

LEGAL DESCRIPTION OF PROPERTY (APN 124-17-111-134)

A portion of Lot B, Sun City Aliante Unit 3, as shown by map thereof on file in Book 108, Page 28 of Plats, in the Office of the County Recorder, Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF CONVERSION PROJECT AREA

The Project is comprised of 103,282 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation Systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
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Exhibit C



Total Sq. Ft.

103,282

Incentive Amount 169,923

0 460 920 1,380 1,840 Feet

Legal Description:

ALIANTE NORTH
PLAT BOOK 110 PAGE 72
LOT 43L

SUN CITY ALIANTE UNIT 3

PLAT BOOK 108 PAGE 28
LOT B



Legend

Converted Area



Parcels



Instructions: **Do not mark outside the box.** No markings or notary stamps may overlap any text or handwriting on the page. All printed text or notary stamps must be legible. Improperly executed documents will delay payment incentive.

City of North Las Vegas

Owner's Signature

John J. Lee, Mayor
Owner's Printed Name

Attest:

Jackie Rodgers, City Clerk

Approved as to Form:

Micaela Moore, City Attorney

(NOTARY USE ONLY)

STATE OF _____) COUNTY OF _____)

The conservation easement was acknowledged before me on (date)

_____, 20_____,

by (Owner's Name) _____

(NOTARY STAMP BELOW)

Notary Public Signature

My commission expires (date)

App Phase ID: 254340