

APN: _____

Sec. _____ Twp. _____ Rge. _____

Return to:
Clark County Public Works
500 S. Grand Central Pkwy
Las Vegas, NV 89155



**RESTRICTIVE COVENANT RUNNING WITH THE LAND
CLARK COUNTY PUBLIC WORKS DEPARTMENT**

THIS RESTRICTIVE COVENANT ("AGREEMENT"), made this _____ day of _____, 20____, between CLARK COUNTY, NEVADA, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER represents to be the owner in fee of the real property described as follows:

See attached Exhibit "A".

Generally located: _____
(street address or general location)

Type of development: _____

WHEREAS, the existing applicable laws, ordinances, codes, rules and regulations have been determined to require full compliance with certain conditions relative to the proposed development, improvement or use of the above-described real property; and

WHEREAS, good cause having been shown therefore, COUNTY has determined that said full compliance with required and imposed conditions, in the presently existing circumstances, is either infeasible or undesirable, and that such full compliance should properly be temporarily suspended and deferred until such time as full compliance shall be demanded and required; and

WHEREAS, OWNER expressly understands and acknowledges that the required and imposed conditions for the proposed development, improvement or use of the described real property, to be complied with, are just and proper and the COUNTY's approval thereof and permit or license therefore are expressly conditioned upon OWNER's full performance and compliance with said required and imposed conditions, as and when COUNTY shall demand and require the same.

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned as OWNER of the described real property herein, for himself, herself, itself, or themselves (as the case may be) and his, her, their, heirs, executors, administrators, successors or assigns, do(es) covenant, promise, and agree to, and with, said COUNTY, its successors and assigns, that full performance and compliance, when and as required by COUNTY, shall be made with the following conditions hereby imposed in connection with COUNTY's approval granted for certain proposed development, improvement, or use of real property described herein:

1. The OWNER, at his own cost, shall perform and complete all off-site work and improvements which consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage, flood channels, rights-of-way, accesses, survey monuments, reference lines or points, etc., in accordance with currently applicable ordinances, codes, regulations, standards and specifications, or other requirements of the COUNTY in the particular circumstances of the development herein specified for all streets abutting and/or adjacent to any portion of the development, existing and proposed.
2. No improvements shall commence until improvement plans have been approved by the Director of the County Department of Public Works and one hundred percent (100%) of the plan-check and inspection fees have been paid.
3. The OWNER shall start said off-site improvements within thirty (30) days upon notification by the COUNTY, and said improvements shall be completed within six (6) months from the date of notification under this Agreement.

In the event the OWNER fails to complete said improvements within said period, the COUNTY, at its option, may proceed to complete said improvements at the expense of the OWNER or under his bond as hereinafter provided.

4. The OWNER further agrees that, in addition to the requirements of this Agreement, all conditions, stipulations and agreements, which may be required by the Board of County Commissioners and/or the County Planning Commission, shall be fully performed.

The OWNER further agrees that all work is to be performed by a contractor holding a valid and existing license from the Nevada State Contractor's Board and a valid County business license.

The OWNER shall maintain, protect and take care of all work until its completion and final acceptance by CLARK COUNTY. Maintenance of any inhabited area of the development shall include, but not be limited to, sweeping of the streets and keeping the gutter free of dirt and debris.

During move-in, construction and move-off, the OWNER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the County Department of Public Works for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of the County

Public Works is not properly maintained, thus causing either a rough riding surface or a dust problem, the COUNTY may require the OWNER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of the County Department of Public Works shall determine to what extent it shall be maintained, which shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the COUNTY.

5. OWNER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the OWNER completing said off-site improvements within the prescribed period. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off-site improvements by the COUNTY in case the owner fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities are not in accordance with applicable laws, regulations, specifications, ordinances and codes of the COUNTY, then in any of such events, the COUNTY may, at its option, within the aforesaid period, proceed to complete said off-site improvements at the expense of the OWNER and/or under any of the bonds as herein provided.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the OWNER shall not be granted unless accompanied by a written certificate from the COUNTY stating that all requirements hereof have been completed in accordance with the terms of this agreement.

6. Any inspections or subsequent approvals undertaken by the COUNTY, pursuant to express or implied terms of this Agreement, are undertaken solely to insure compliance with the terms of this Agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. Provisions in this Agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

The undersigned OWNER of said described real property, in consideration of Clark County’s suspension or deferment of immediate compliance with each and every one of the foregoing conditions, does hereby expressly declare that the same, and each and all of them, shall constitute, and are hereby declared to constitute, a covenant to run with all of the real property described above. This agreement shall be recorded in the office of the County Recorder and shall ensure to the benefit of and be binding upon the OWNER, its successors, assigns, heirs, subsidiaries, parent companies and affiliates to the property described above.

IN WITNESS WHEREOF, the undersigned OWNER of said described real property has hereto subscribed his indenture the date and year hereinabove first mentioned.

OWNER

STATE OF NEVADA)
) SS
 COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
 20____, by_____.

 NOTARY PUBLIC

CORPORATION CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Owner in the foregoing document; that _____, who signed said document on behalf of the Owner was then President/Vice President of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 SECRETARY

Corporate Seal: