

**APN: 125-21-701-011**

**WHEN RECORDED MAIL TO:**

Land Services

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

### **ACCESS TO EQUIPMENT AGREEMENT**

This Access to Equipment Agreement (“**Agreement**”) is made and entered into on \_\_\_\_\_ by and between **Nevada Power Company**, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and **City of Las Vegas**, a municipal corporation of the State of Nevada, (“**CLV**”) and **Las Vegas-Clark County Library District**, a political subdivision of the State of Nevada, (“**Library**”) (collectively, “**Grantors**”). Grantee, CLV, and Library are referred to individually as a “**party**” and collectively as the “**parties**”.

### **RECITALS**

- A. Library will construct or has constructed a building located on real property commonly known as 6671 N. Buffalo Drive (the “**Building**”) and further described as a portion of APN 125-21-701-011 and identified on Exhibit A attached to this Agreement (the “**Premises**”).
- B. Library represents and warrants that it owns the Building and has a right to occupy and use the Premises.
- C. Library has requested that Grantee own and maintain certain electrical facilities inside, on, under, and through the Premises and the Building to provide electric service to the Building, as shown on the drawing(s) for Nevada Power Company Work Request Number 188889 on file with Grantee’s Land Services Department, including but not limited to as meters, meter panels, cables, and transformers (“**Facilities**”).
- D. Library owns certain electrical facilities that are located on the Premises and in the Building, such as circuit breakers and switches (“**customer-owned equipment**”) and that will be located in the meter room or another location (“**COE room**”).

- E. Library will configure an electric meter room located in the Building for certain Facilities (“**meter room**”) and provide Grantee with access to the meter room and, as Utility deems necessary, the COE room.
- F. CLV and Library executed an Amended and Restated Interlocal Agreement to Sublet Seven Acres as a Library Facility dated October 6, 2004 (“**Interlocal Agreement**”). Pursuant to the Interlocal Agreement, CLV has granted Library a use and occupancy permit to construct the Building and other improvements on the Premises and otherwise occupy the “Alternative Site,” as that term is defined in the Interlocal Agreement.
- G. Grantors represent and warrant that all of the Premises are part of and the Building is on the Alternative Site.
- H. CLV and the United States of America through the authorized officer of the Bureau of Land Management (“**BLM**”) executed a Recreation or Public Purpose Lease, Serial Number N-63022, dated February 26, 2003 (“**BLM Lease**”). Pursuant to that BLM Lease, the BLM has leased certain property to CLV (“**Lease Site**”).
- I. Grantors represent and warrant that all of the Premises are part of and the Building is on the Lease Site and that, pursuant to the BLM Lease, CLV has the right to authorize NPC to construct the Facilities on the Alternative Site.
- J. All of the Premises and Building that are the subject of and/or affected or burdened by the Interlocal Agreement and BLM Lease are referred to as the “**Lease Property**”.
- K. Grantors acknowledge that the Facilities, particularly the meter room, and Grantee’s use of those Facilities will reduce Grantors’ and other people’s privacy.

## **AGREEMENT**

In consideration of the above recitals, the covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors and Grantee agree as follows:

1. Documentation of Ownership. Within 10 days of Grantee's written request, Library must furnish Grantee with documentation sufficient to evidence Library's ownership of the Building, Library's right to use the Premises and Library's right to give Grantee the right to use the Premises and Building. Within 10 days of Grantee's written request, CLV must furnish Grantee with documentation sufficient to evidence CLV's right to use the Premises and its right to authorize Grantee to use the Premises and Building.
2. Authorization for Facilities. Grantors authorize Grantee and its employees, representatives, successors, and assigns a perpetual right to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Premises and Building.
3. Easement for Facilities. After CLV obtains fee simple ownership of all or a portion of the Premises, Grantors agree to grant and convey to Grantee and its employees, representatives, successors, and assigns a perpetual right and easement, in the form attached as Exhibit D to this Agreement, to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Premises and Building.
4. Authorization for Access, Ingress, and Egress. Grantors authorize Grantee and its employees, representatives, successors, and assigns a perpetual right for the free and unrestricted access, ingress and egress within, on, over and across the Premises and the Building.
5. Removal and/or Relocation of the Facilities. If all or a portion of the Facilities must be relocated, adjusted or removed, Library must pay Grantee's costs to relocate, adjust, or remove those Facilities in accordance with Grantee's Tariff Schedules. The term "Tariff Schedules" means the entire body of effective rates, charges, and rules, collectively, of Grantee as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

6. Configuring the Meter Room. Grantors must locate and configure the electric service entrance and meter room consistent with the requirements set forth in this Section, in Exhibit B (Meter Room Detail) attached hereto, and in Exhibit C (Metering and Service Installation Standards) attached hereto. The meter room must have at least one (1) 120 volt duplex receptacle with at least one (1) fluorescent light fixture mounted from the ceiling. The receptacle and the light circuit and receptacle must be connected to the Building power. Grantors must install a dual hasp locking system on meter room doors so that Grantee can provide its own padlock if meter room doors are to be locked. Grantors must place a conspicuous, permanent designation or sign on the outside of the meter room door identifying the room as “Electrical Meter Room”.
  
7. Modifying the Meter Room. Grantors must not modify or alter the Building or meter room in any way that will jeopardize Grantee’s clearances, or obstruct or restrict Grantee’s direct outside access to the meter room, as described on Exhibit B and Exhibit C. In accordance with Grantee’s Tariff Schedules and its standards and at Library’s cost, Grantee will cooperate with Library in relocating its Facilities, such as the metering equipment and service attachments, to maintain such clearances and access if required for any future modification of the Building.
  
8. Twenty-Four (24) Hour Direct Outside Access. Grantors must provide Grantee twenty-four (24) hour direct outside access to the meter room, all meter locations, and the COE room.
  - A. No Prior Authorization Required. Grantee’s service representatives and other persons authorized by Grantee have the right to enter the Premises at any time and without prior permission of or notice to Grantors, any occupant of the Building/Premises, or any lessee or sub-lessee of Grantors.
  
  - B. Grantee’s Right to Take Action. If Grantee, its service representatives, or other persons authorized by Grantee desire access to the customer-owned equipment, COE room, meter room, meters, or any other Facilities for any reason and at any time, then Grantors must take all necessary actions to provide such access, including without limitation, removal of impediments and locks.

- C. No Obstructions. Grantors must keep the COE room and meter room free from obstruction and must not permit anything to be stored in these rooms, including but not limited to: boxes, ladders, and maintenance equipment. Grantors must keep clear and maintain safe access to the meter room and the COE room and must not permit any person or animal, which may be perceived as a threat to personal safety, to impede Grantee's access to these rooms.
- D. Non-Compliance. If Grantee is unable to access the Premises, Building, customer-owned equipment, COE room, meter room or metering equipment or if Grantors otherwise fail to provide access consistent with the terms of this Agreement, Grantors acknowledge and agree that Grantee is entitled to (A) take any action it deems necessary, in its sole judgment, to access the customer-owned equipment, COE room, meter room, meters, and Grantee's other Facilities without liability to Grantors and, upon Grantee's written request, Grantors must promptly reimburse Grantee for any related costs and (B) disconnect electric service to the Building, in accordance with Grantee's Tariff Schedules. After Grantors reestablish safe and unobstructed access consistent with its obligation under this Agreement, Grantors must pay Grantee a reconnection fee to resume electric service.
9. Customer-Owned Equipment. Grantee has the right to operate the customer-owned equipment in accordance with state laws, regulations, and the Tariff Schedules, as Grantee deems necessary, to disconnect or restore power (A) to the Building, (B) to a specific tenant, or (C) to specific electrical equipment.
10. Indemnification. Grantors indemnify and hold harmless Grantee from (a) any loss, claims of loss or liability for personal injury, death or property damage arising in any way in connection with the meter room or metering equipment or by reason of the location of the meter room or metering equipment on the Premises, together with reasonable expenses incurred by Grantee in defense of any said claims, and (b) any loss or damage to the Building, metering room or metering equipment, which may arise by reason of fire, water or overheating; provided, however, nothing contained herein shall be construed to relieve or indemnify Grantee from any liability with respect to the meter equipment, its operation and maintenance, arising from Grantee's sole negligence or the negligence of Grantee's contractors.
11. Limitation on Grantee's Liability. In no event is Grantee liable to Grantors or a third party for any punitive, consequential, incidental, direct, indirect, or special damages or lost profits incurred or alleged to have been incurred by Grantors or a third party, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim in connection with the Facilities and this Agreement.

12. Notices. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the party as follows:

Grantee:

Land Services  
NV Energy  
Attn.: Director of Land Services  
P.O. Box 98910 MS 9  
Las Vegas, NV 89151-0001

Grantors:

CITY OF LAS VEGAS  
PUBLIC WORKS DEPT.  
400 E. Stewart Ave. 4<sup>th</sup> floor  
Las Vegas, Nevada 89101

LAS VEGAS- CLARK COUNTY LIBRARY  
833 Las Vegas Boulevard North  
Las Vegas, Nevada 89101

Grantors must include a reference to Work Order # 188889 in any such notice.

13. Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless the parties give consent in writing, execute the amendment with same formality as this Agreement, and then record the amendment.
14. Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Grantors agree they will not initiate an action against Grantee in any other jurisdiction.
15. No Waiver. The failure of any party to enforce any of the provisions of the Agreement at any time, or to require performance by another party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any party to enforce each and every provision.

16. Remedies. All rights and remedies of Grantee provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Grantee at law, in equity, or otherwise.
17. Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.
18. Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
19. Recording Agreement. Grantors agree and understand this document shall be recorded by Grantee and is intended to be a covenant running with the Premises. The Agreement binds and inures to the benefit of the parties' respective heirs, successors, personal representatives, and assigns.
20. Term. This Agreement constitutes a covenant running with the land and continues in effect for so long as the leasehold under the BLM Lease survives. However, if the leasehold estate of CLV or its successor in interest becomes a fee, this Agreement shall continue in effect for perpetuity.
21. Survival. The provisions, rights and obligations of the parties that are set forth in Sections 3, 4, 5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 survive expiration or termination of this Agreement.

*[signature pages to follow]*

**GRANTOR:**

**CITY OF LAS VEGAS**

\_\_\_\_\_  
By:  
Title:

STATE OF NEVADA )  
COUNTY OF CLARK )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_ City of Las Vegas.

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Notary Statement and/or Seal

Approved as to form

*John S. Ridilla 10/14/08*  
\_\_\_\_\_  
John S. Ridilla Date  
Deputy City Attorney

RW# 0415-08(A)rbt  
Proj. # 188889  
Project Name: Centennial Hills Library  
Reference Document: N-63022  
GOE\_EQUIPMENT

**GRANTOR:**

**LAS VEGAS – CLARK COUNTY LIBRARY DISTRICT**

*Daniel L. Walters*

By:

Title:

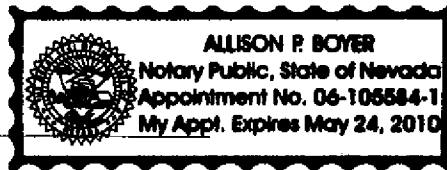
*gm*

STATE OF NEVADA )  
COUNTY OF CLARK)

This instrument was acknowledged before me on October 9th, 2008 by  
Daniel L. Walters of Las Vegas-Clark County Library District.

*Allison P. Boyer*

Signature of Notarial Officer



Notary Statement and/or Seal

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. Upon written request, Grantee will mail a copy of this Agreement to Grantors at Grantors' mailing address.

**GRANTEE:**

Nevada Power Company d/b/a NV Energy

BY \_\_\_\_\_  
James R. Saavedra, P.E.  
Director, Land Services

STATE OF NEVADA )  
COUNTY OF CLARK)

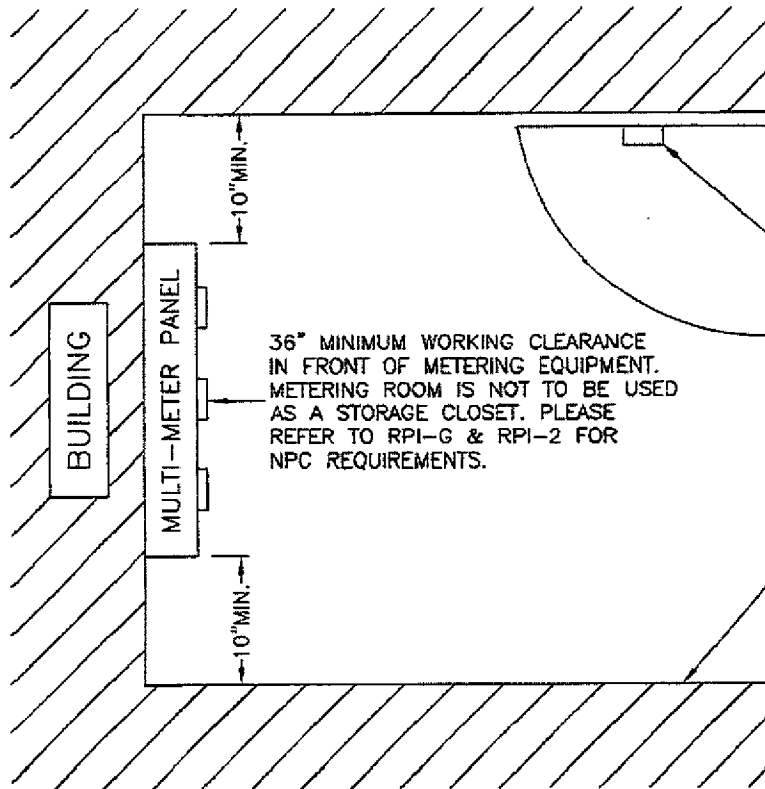
This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by  
James R. Saavedra as Director, Land Services of Nevada Power Company d/b/a NV  
Energy.

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Notary Statement and/or Seal

## **EXHIBIT A**

**The above referred to parcel of land in the County of Clark, State of Nevada, is the North 300.00 feet of the East 400.00 feet of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 21, Township 19 South, Range 60 East, M.D.B.&M.**



NPC TO BE PROVIDED WITH 24 HOUR DIRECT ACCESS THRU EXTERNAL DOOR. MINIMUM WIDTH OF DOOR TO BE 36" OR TO COMPLY WITH LOCAL BUILDING CODES.

NPC TO PROVIDE LOCKBOX. CUSTOMER TO PROVIDE KEY TO METER ROOM. THIS NEEDS TO BE LOCKED ON EITHER THE METER ROOM DOOR OR TO THE SIDE OF IT, AT A MINIMUM HEIGHT OF 48" OR MAXIMUM OF 72".

IF CUSTOMER INSTALLS AN INTERNAL ACCESS DOOR, IT MUST BE LOCKED AND ACCESSIBLE ONLY BY AUTHORIZED PERSONNEL.

36" MINIMUM WORKING CLEARANCE IN FRONT OF METERING EQUIPMENT. METERING ROOM IS NOT TO BE USED AS A STORAGE CLOSET. PLEASE REFER TO RPI-G & RPI-2 FOR NPC REQUIREMENTS.

**METERING INFORMATION:**  
 DRAWING SUBMITTALS OF METERING EQUIPMENT SHALL BE APPROVED BY NEVADA POWER METER SERVICES BEFORE THE EQUIPMENT IS MANUFACTURED. OWNER, BUILDER, OR ELECTRICIAN TO REMOVE AND DELIVER METER PANEL TO NEVADA POWER METER SHOP FOR PREWIRING AND PICKUP OF CURRENT TRANSFORMERS FOR INSTALLATION 7 TO 10 DAYS PRIOR TO THE EXPECTED DATE OF COMPLETION.  
 DELIVER TO: 2215 E. LONE MOUNTAIN ROAD  
 (702) 657-4154

**EXHIBIT B**  
**Meter Room Detail**

## **Exhibit C**

### **Metering and Service Installation Standards**

**Grantor must install all electrical facilities inside the meter room in accordance with the requirements of the Distribution ESR Standards of Grantee.**

## Exhibit D

### Form Grant of Easement

APN: **{insert APN or APNs}**

WHEN RECORDED MAIL TO:

Land Services

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

### GRANT OF EASEMENT

**{insert Grantor's legal name}**, a **{insert state}** **{insert type of entity}**, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights

RW# 0415-08(A)rbt

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Proj. # 188889

Project Name: Centennial Hills Library

Reference Document: N-63022

GOE\_EQUIPMENT

herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

**GRANTOR:**

**{insert Grantor's legal name}**

\_\_\_\_\_  
By:  
Title:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
Notary Statement and/or Seal

APN: {insert}  
RW# {insert}  
Proj. # {insert}  
Project Name: {insert}  
Reference Document: {insert}  
GOE

**Exhibit A**

{insert legal description for and drawing of Easement Area}.

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