

APN: 139-25-701-002

WHEN RECORDED MAIL TO:

Land Services
Nevada Power Company
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

ACCESS TO EQUIPMENT EASEMENT AGREEMENT

This Access to Equipment Easement Agreement ("**Agreement**") is made and entered into on _____, by and between Nevada Power Company, a Nevada corporation dba NV Energy (NV Energy) ("**Grantee**"), and **the City of Las Vegas, a political subdivision of the State of Nevada**, ("**Grantor**") (individually, a "**party**" and, collectively, the "**parties**").

RECITALS

- A. Grantor will construct or has constructed a building located on real property commonly known as 850 N. Mojave Foad (the "**Building**") and further described as APN 139-25-701-002 and identified on Exhibit A attached to this Agreement (the "**Premises**").
- B. Grantor represents and warrants that it owns the Premises and the Building.
- C. Grantor has requested that Grantee own and maintain certain electrical facilities inside, on, under, and through the Building to provide electric service to the Building, as shown on the drawing(s) for NV Energy Work Request Number 184422 on file with Grantee's Land Services Department, including but not limited to as meters, meter panels, cables ("**Facilities**").
- D. Grantor 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. Grantor 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.

RW# 0771-08rbt
Proj. # 184422
Project Name: Freedom Park
Reference Document: 211:171912
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- F. Grantor acknowledges that the Facilities, particularly the meter room, and Grantee's use of those Facilities will reduce Grantor's 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, Grantor and Grantee agree as follows:

1. Documentation of Ownership. Within 10 days of Grantee's written request, Grantor must furnish Grantee with documentation sufficient to evidence Grantor's ownership of, and title to, the Premises and/or the Building.
2. Easement for Facilities. Grantor grants and conveys to Grantee and its employees, representatives, successors, and assigns a perpetual right and easement to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Premises and Building.
3. Easement for Access, Ingress, and Egress. Grantor grants and conveys to Grantee and its employees, representatives, successors, and assigns a perpetual right and easement for the free and unrestricted access, ingress and egress within, on, over and across the Premises and the Building.
4. Configuring the Meter Room. Grantor 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 Grantor's Building power. Grantor 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. Grantor must place a conspicuous, permanent designation or sign on the outside of the meter room door identifying the room as "Electrical Meter Room".

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5. Modifying the Meter Room. Grantor 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 Grantor's cost, Grantee will cooperate with Grantor 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. 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, a copy of which can be found at <http://www.nevadapower.com/rates/tariffs/>.

6. Twenty-Four (24) Hour Direct Outside Access. Grantor 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 Grantor, any occupant of the Building/Premises, or any lessee or sub-lessee of Grantor.

 - 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 Grantor must take all necessary actions to provide such access, including without limitation, removal of impediments and locks.

 - C. No Obstructions. Grantor 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. Grantor 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.

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- D. Non-Compliance. If Grantee is unable to access the Premises, Building, customer-owned equipment, COE room, meter room or metering equipment or if Grantor otherwise fails to provide access consistent with the terms of this Agreement, Grantor acknowledges and agrees 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 Grantor and, upon Grantee's written request, Grantor must promptly reimburse Grantee for any related costs and (B) disconnect electric service to the Building, in accordance with Grantee's Tariff Schedules. After Grantor reestablishes safe and unobstructed access consistent with its obligation under this Agreement, Grantor must pay Grantee a reconnection fee to resume electric service.
7. 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.
8. Indemnification. Grantor indemnifies and holds 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 Grantor's 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.
9. Limitation on Grantee's Liability. In no event is Grantee liable to Grantor 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 Grantor 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.

10. 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, Nevada 89151-0001

Grantor:

City of Las Vegas
400 E. Stewart
Las Vegas, Nevada 89101-2913

Grantor must include a reference to Work Order # 184422 in any such notice.

11. 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.
12. 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. Grantor agrees it will not initiate an action against Grantee in any other jurisdiction.
13. No Waiver. The failure of either party to enforce any of the provisions of the Agreement at any time, or to require performance by the other 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.
14. 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.

15. 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.
16. 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.
17. Recording Agreement. Grantor agrees and understands this document shall be recorded by Grantee and is intended to be a covenant running with the Premises. This Agreement continues in effect for perpetuity, and constitutes a covenant running with the land. The Agreement binds and inures to the benefit of the parties' respective heirs, successors, personal representatives, and assigns.

[signature pages to follow]

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CITY OF LAS VEGAS

ATTEST:

BY: OSCAR B. GOODMAN
TITLE: MAYOR

BY: BEVERLY K. BRIDGES, CMC
TITLE: CITY CLERK

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of the City of Las Vegas,
the municipal corporation therein named,
and acknowledged to me that the municipal corporation executed it.

Notary Public

Notary Seal:

Approved as to form

John S. Ridilla 11/19/08
John S. Ridilla Date
Deputy City Attorney

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of the City of Las Vegas,
the municipal corporation therein named,
and acknowledged to me that the municipal corporation executed it.

Notary Public

Notary 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 Grantor at Grantor's mailing address.

GRANTEE:

NV Energy

BY _____
James R. Saavedra, P.E.
Director, Land Services

STATE OF NEVADA)
COUNTY OF _____)

_____ This instrument was acknowledged before me on _____,
_____ by James R. Saavedra as Director, Land Services of 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 Half of the Southeast Quarter (N1/2 SE1/4) of Section 25, Township 20 South, Range 61 East, M.D.B.&M.

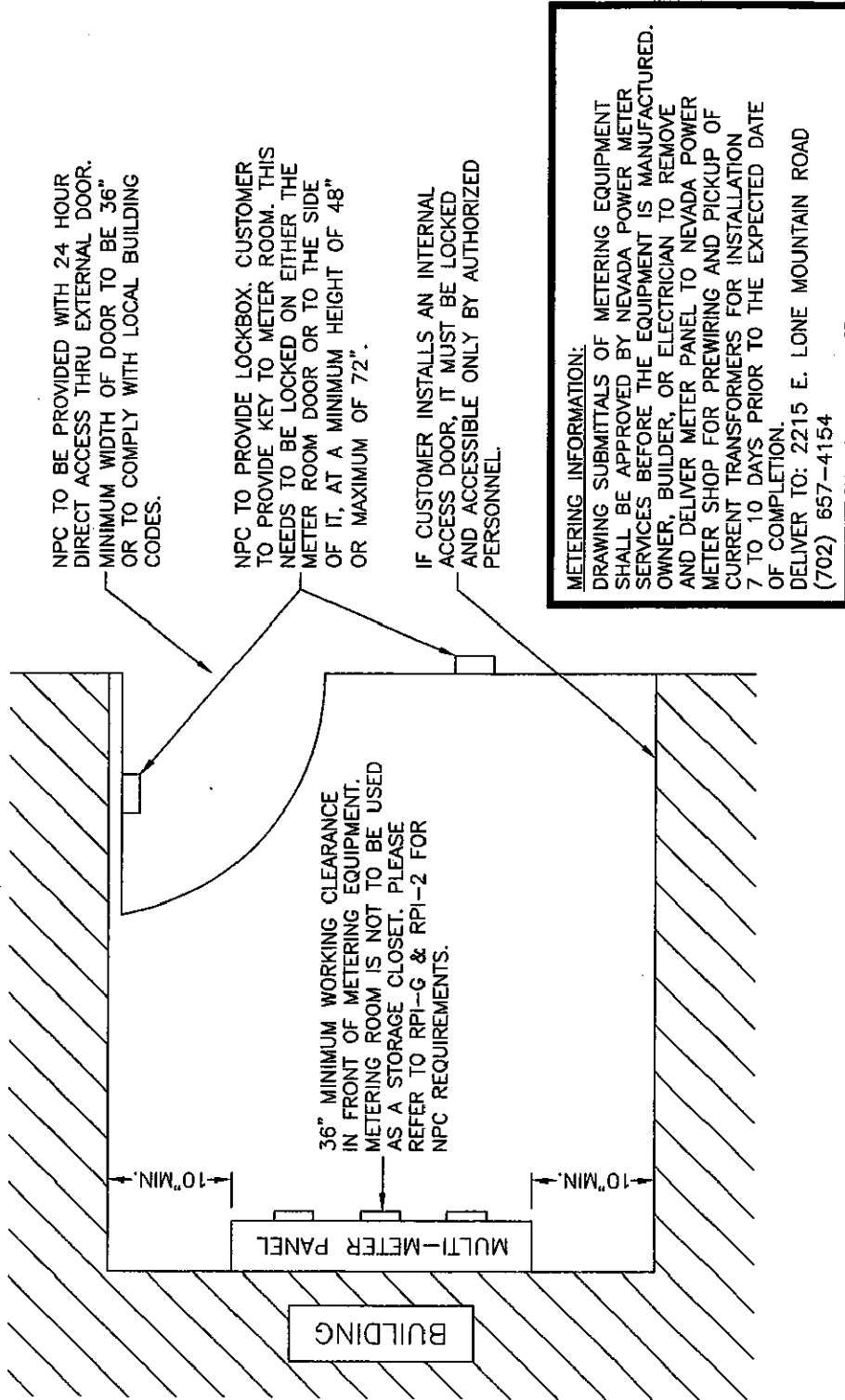
EXCEPT THEREFROM that portion of said North Half lying west of the easterly line of Mojave Road as described in deed recorded July 11, 1975 in Book 534 as Document No. 493076 in the Official Records of Clark County, Nevada.

ALSO EXCEPT THEREFROM that portion of said North half lying within the lines of that certain parcel map in File 86 of Parcel Maps, Page 48 recorded August 14, 1996 in Book 960814 as Document No. 02030 in the Official Records of Clark County, Nevada.

ALSO EXCEPT THEREFROM that portion of said North Half lying within the lines of Washington Avenue and Pecos Avenue as described in deeds recorded January 26, 1953 in Book 69 as Document No. 399047, August 27, 1971 in Book 157 as Document No. 125152, December 21, 1971 Book 193 as Documents No. 153606 and 153607 and March 25, 2005 in Book 20050325 as Document No. 01819 all in the Official Records of Clark County, Nevada.

EXHIBIT B

Meter Room Detail



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 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.