

APN: 161-10-701-014

WHEN RECORDED MAIL TO:

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

DISTRIBUTION ENCROACHMENT AGREEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("NV Energy") holds an easement recorded June 14, 2007 in Book 20070614 as Document No.02076, Official Records, Clark County ("Easement") on certain real property identified in that Easement ("Easement Area") upon, over, under, across and/or through which a portion of NV Energy electrical facilities are located or might be located in the future.

City of Las Vegas, a municipal corporation of the State of Nevada, ("Property Owner") now wishes to install improvements and conduct activities on and within the Easement Area; however, these improvements and activities are subject to NV Energy's written consent.

In consideration of the mutual covenants contained in this Distribution Encroachment Agreement ("Agreement") and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, NV Energy and Property Owner agree as follows:

1. Consent to Certain Improvements. NV Energy consents to certain improvements and facilities, as shown on the Black & Veatch Systems Conveyance and Operations Program Site Preparation Civil dated February 2009 as Project # 145277 attached as Exhibit A hereto and identified below ("Improvements"), on the portion of the Easement Area identified on Exhibit B. The Improvements include:

- (A) Placement of a construction trailer.
- (B) Installation of galvanized chain link fencing and gates.

2. Compliance with Certain Conditions. NV Energy waives its right to require the removal of these Improvements, subject to the following conditions:

- (C) Property Owner, its representatives, contractors and subcontractors comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.
- (D) Property Owner, its representatives, contractors and subcontractors do not stockpile materials and/or equipment in the Easement Area.
- (E) Property Owner, its representatives, contractors and subcontractors comply with chapter 455 of the Nevada Revised Statutes, as amended or supplemented.
- (F) The Improvements do not endanger the safe and reliable construction, operation or maintenance of NV Energy's facilities in the Easement Area.
- (G) Property Owner constructs the Improvements in accordance with Exhibit A.

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3. Additional Approvals Required. Property Owner must obtain prior written approval for future projects or changes to the project which will constitute additional encroachments into NV Energy's easement area not presently a part of this Agreement and as shown on Exhibit A.

4. Covenant Running with the Land; Obligations Bind Property Owner, Successors and Assigns. This Agreement continues in effect for perpetuity, constitutes a covenant running with the land, and binds and inures to the benefit of the Parties' successors and assigns. The Property Owner's obligations under this Agreement also apply to and bind Property Owner's successors and assigns. Property Owner, its successors, and assigns, acknowledge NV Energy's continued right, and future right, to use the Easement Area for the uses and purposes contemplated in the Easement.

5. Indemnity. Property Owner agrees to indemnify NV Energy, its directors, officers, and employees against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of Property Owner, its employees or any third parties for personal injuries, property damage, or loss of life or property resulting from or in any way related to this Agreement. However, the indemnification in this Section will not apply to injuries or damages to persons or property or loss of life for which the proximate cause is the sole negligence of NV Energy or its employees. For purposes of NV Energy's enforcement of this indemnity only, Property Owner expressly waives all immunity given to Property Owner under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Property Owner's indemnification obligations under this Section. This Section survives termination of this Agreement.

6. Release and Waiver. Property Owner knowingly and voluntarily releases, waives and forever discharges NV Energy of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Property Owner has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Improvements. This Section survives termination of this Agreement.

7. Damage to NV Energy's Facilities. If Property Owner, its representatives, contractors or subcontractors damage, have damaged, render unsafe or have rendered unsafe NV Energy's facilities located within the Easement Area, Property Owner must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in NV Energy's name for the relocated facilities and/or new facilities, at no cost to NV Energy and in a location and form satisfactory to NV Energy (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights). This Section survives termination of this Agreement.

8. Integration. The Agreement represents the entire and integrated agreement between NV Energy and Property Owner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement.

9. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

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10. Amendments; Waiver. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by NV Energy and Property Owner and executed with same formality as this Agreement. 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.

NEVADA POWER COMPANY d/b/a
NV ENERGY

CITY OF LAS VEGAS

JAMES R. SAAVEDRA
DIRECTOR, LAND SERVICES

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

ATTEST:

John S. Ricella
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

Seal area →

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STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009 by JAMES R. SAAVEDRA as
Director, Land Services of Nevada Power Company d/b/a NV Energy.

Signature of Notarial Officer

Seal area →

Exhibit A is on file in the Land Services Department of NV Energy.

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EXHIBIT "A"

{Attach drawings/plans that show improvements}

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EXHIBIT "B"

The above referred to parcel of land, situate in the County of Clark, State of Nevada, located within CRESTWOOD AKA VEGAS VALLEY & TREELINE – UNIT 1, per Book of Plats 137, Page 26, recorded June 14, 2007 as Instrument No. 02076 in Book 20070614, Official Records, Clark County, Nevada, as a portion of the West Half of the Southeast Quarter (W ½ SE ¼) of Section 10, Township 21 South, Range 62, East, M.D.M., Nevada, further described below:

Lots 1 through 8, inclusive, Lots 43 through 45, inclusive, Common Element A and B, and those portions of the private streets and utility easements within Apricot Frost Way, Steichen Street and Plumleaf Street within said Subdivision.

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