# FACILITIES RELOCATION AGREEMENT

This Facilities Relocation Agreement ("**Agreement**") is entered into by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, Department of Public Works, a municipal corporation of the State of Nevada, ("**Applicant**"). The Parties are referred to herein individually as a "**Party**," and collectively as the "**Parties**."

## RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with a tariff filed with the Public Utilities Commission of Nevada ("**Commission**").

(B) Utility holds certain Property Rights for the Facilities, which among other things permit Utility to locate and operate certain communication facilities and electric line systems for the distribution and transmission of electricity.

(C) [RESERVED]

(D) Applicant proposes to develop the property commonly known as City of Las Vegas Three Bus Turnouts and further described as APN(s) 162-01-111-003, 162-01-102-001, 162-01-501-002, 162-01-501-003, 161-06-110-020, 161-06-110-035 through 161-06-110-038, 161-06-110-052 through 161-06-110-056, and 161-06-110-069. Because the Development conflicts with the Facilities, Applicant has requested that Utility modify a portion of the Facilities generally located at south side of Charleston Blvd. between Fremont St. and Nellis Blvd. ("**Original Location**"). The modification might include a relocation of certain Facilities.

(E) Utility has determined that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it can modify its Facilities.

(F) Applicant agrees with Utility's proposed solution and agrees to pay all Costs associated with this Agreement.

(G) Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard, transmission use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

(H) Applicant acknowledges that Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and the Facilities and provides all necessary Property Rights – all at Applicant's expense and to Utility's satisfaction.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

# FACILITIES RELOCATION AGREEMENT

## AGREEMENT

### 1. DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, when the following terms appear, whether used in the singular or plural, they have the following meanings.

1.1 Betterment: Any deviation, modification or upgrade to the Facilities or any modification of the Plan and Profile made primarily for the benefit and at the voluntary election of Utility.

1.2 Contributions in Aid of Construction ("**CIAC**"): Costs including, but not limited to, those referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.3 Costs: Direct and indirect costs attributable to the Project, including, but not limited to, those for permitting; satisfying condition(s) of a Permit(s); engineering; procurement; construction; repair; materials/equipment; surveys; labor; material/equipment acquisition, handling and storage; contractors and subcontractors; acquisition of Property Rights, escrow fees; contract termination or cancellation fees; administrative and general overheads such as "Allowance for Funds Used During Construction" (AFUDC); remediation of a Hazardous Material(s) or otherwise contaminated soil or environment at the work site; local, state and federal taxes and assessments; Tax Effect; litigation guarantees; appraisals; attorneys' fees and expenses; compensation for Property Rights (permanent and temporary); expenses associated with acquiring an easement(s) for the modified facilities whether through negotiation or a condemnation lawsuit(s); and, expenses associated with terminating or dismissing a condemnation lawsuit(s). Costs incurred by Utility in good faith prior to the execution of this Agreement are included within this definition.

1.4 Development: Applicant's project commonly known as the City of Las Vegas Three Bus Turnouts and generally located at south side of Charleston Blvd. between Fremont St. and Nellis Blvd.

1.5 Effective Date: The last date on which this Agreement is signed by the Parties required to sign, as set forth in the signature blocks at the end of this Agreement.

1.6 Facilities: Utility's existing communication and electric line systems for the distribution and transmission of electricity commonly known as the Olive-Prince 69kV transmission lines.

1.7 Force Majeure: An event or condition that is beyond the control of the affected Party, that occurs without the fault or negligence of the affected Party, and that renders performance impossible or impractical. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, sabotage, a Hazardous Material relating to the Work Area (defined in Section 13.1), civil insurrection, fires, floods, earthquakes, lightning, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties (including a labor difficulty involving Utility's work force), and other events or conditions.

1.8 Hazardous Material: Any product, substance, chemical, material or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials is either: (A) potentially injurious to the public health, safety or welfare, or the environment; (B) regulated or monitored by any governmental authority; or (C) a basis for potential liability to any governmental agency or third party under any applicable Permit or Law.

1.9 Improvement Plans: Applicant's grading, detail, utility, and traffic drawings attached as Exhibit D to this Agreement.

1.10 In-Service Date: The date on which all modified facilities are operational, having passed all required testing as part of Utility's electric system, as determined by Utility in its discretion.

1.11 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

1.12 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

1.13 Plan and Profile: Utility's Project design showing the modifications to the Facilities. The Plan and Profile approved by the Parties is attached to this Agreement as Exhibit E.

1.14 Project: The engineering, inspection, survey, design, right-of-way work, procurement, permitting, construction and removal necessary to modify certain Facilities and associated appurtenances, as described in Section 2 and as further specified in Exhibit E.

1.15 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement.

1.16 Property Rights: Real property rights such as easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

1.17 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date. The applicable provisions of Rule 9 apply to this Agreement.

1.18 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.19 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for CIAC and Applicant's non-cash contributions that Applicant must pay in accordance with the Nevada Administrative Code (NAC) § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate effect in Rule 9 as of the Effective Date.

1.20 Third-Party Attachments: Those attachments that are attached to or co-located with the Facilities.

## 2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Cost, perform (or cause to be performed) the following in association with the Project:

**Scope of Work on three (3) Bus Turnouts Location**

**Fremont Street**

(A) Perform engineering, survey, design and construction work in connection with the Project.

(B) Construction of bus turnout just west Atlantic St. requires change out existing wood pole structure no X8979 into steel pole no. X24422 with (6) 11' arms, to be located approximately 12' south and 6' west of current location. Existing wood pole X8978 is to be reframed to roadside insulators.

**Mohave Road**

(C) Construction of bus turnouts just west of the Oasis Ridge Apartments entrance change out of existing wood pole structure nos. X9000 into a taller steel pole no. X24423 to be located approximately 90' east of current location.

**Palm Street**

(D) Construction of bus turnout between May Avenue and June Avenue requires change out of existing wood poles X9008 and X9009 into taller steel poles X24424 and X24425, and X24424 is to be located approximately 82 ft west of X9008 and X24424 is to be located a few feet east of X9009, X9007 and X9010 are to be reframed to roadside insulators.

(E) Transfer existing shield wire, transmission phase conductors, communications cable, and other electrical appurtenances as required.

(F) Provide notice to third parties that they must remove their Third-Party Attachments from certain Facilities.

2.2 Applicant's Scope of Work. In addition to other obligations identified in this Agreement, Applicant must (at no expense to Utility) coordinate relocation of Third-

Party Attachments with the third parties. However, Utility will provide initial notice in accordance with Section 2.1(G).

2.3 [RESERVED]

## 3. PLAN AND PROFILE DEVELOPMENT

3.1 Preparing Plan and Profile. Based on information provided by Applicant and in accordance with Utility's standards, Utility prepared the Plan and Profile attached as Exhibit E. Applicant approved the Plan and Profile attached as Exhibit E.

3.2 Modifying Plan and Profile. Notwithstanding Section 16.4, Utility may (in its discretion) modify Exhibit E. This modified Plan and Profile will replace the Plan and Profile attached as Exhibit E on the Effective Date. Utility will provide Applicant with a copy of the modified Plan and Profile for informational purposes only.

## 4. IMPROVEMENT PLAN DEVELOPMENT AND TRANSMISSION USE AGREEMENT

4.1 Improvement Plans – General Requirements. Applicant must use a professional engineer, licensed in the State of Nevada, to prepare, sign, and affix stamps to the Improvement Plans. These drawings must show Facilities placement and identify adequate safety measures for the protection of the Facilities and the public in accordance with Utility's standards.

4.2 Submitting Improvement Plans to Utility. Within thirty (30) days of the date of execution of this Agreement and before continuing with (or beginning) any work, entering or encroaching onto Utility's Property Rights, or working near the Facilities, Applicant must submit its final Improvement Plans to Utility for review and written comment by Utility's Land Services Department and Transmission Engineering Department. Applicant must correct all deficiencies identified by Utility.

4.3 Utility Approval Notice. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the Improvement Plans initially submitted to them by Applicant, Utility will send Applicant written notice that approval (**"Approval Notice"**).

4.4 Submitting Improvement Plans to Governmental Entity(ies). After Utility sends Applicant the Approval Notice, Applicant must submit the Improvement Plans to the appropriate governmental entity(ies) for review and approval and must obtain written authorization by the governmental entity(ies) permitting road closures for maintenance and construction and as otherwise required.

4.5 Revisions to Improvement Plans; Additional Approvals Required. Before submitting revisions to the Improvement Plans to the appropriate government authority(ies) for approval, Applicant must submit all changes to the Improvement Plans to Utility's Land Services Department and Transmission Engineering Department for review and comment. Applicant must correct all deficiencies identified by Utility. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the revised Improvement Plans, Utility will notify Applicant of that approval or that no comment is required by Utility.

4.6 Executing Transmission Use Agreement. If any portion of the Facilities and modified facilities are on property owned or controlled by Applicant or by an affiliate of Applicant, within five (5) business days of Utility's written request, the Parties must document Utility's consent to the particular improvements through, and Applicant must execute (or cause the affiliate of Applicant to execute), Utility's standard transmission use agreement, a copy of which is attached as Exhibit F.

## 5. PROJECT SCHEDULE

5.1 Project Schedule. Utility will make commercially reasonable efforts to complete the Project substantially in accordance with the Project schedule attached to this Agreement as Exhibit C (**"Schedule"**) but failure to meet any scheduled date is not a Utility event of default.

5.2 Modification of Schedule. Each Party must promptly provide written notice to the other of any change in the Schedule or any factor that is delaying or threatens to delay the Schedule. Utility may, in its discretion, provide a modified Schedule to Applicant. If Utility provides Applicant with a modified Schedule, then (notwithstanding Section 16.4) this modified Schedule will replace all previously issued Schedules.

5.3 Expediting Schedule. Applicant, at its sole Cost, may request that Utility use commercially reasonable efforts to expedite the Project In-Service Date.

5.4 Project Completion. The Project is deemed complete (A) after Utility receives all Property Rights in accordance with Section 6 and (B) after Utility completes modification of the Facilities in accordance with the Plan and Profile.

## 6. SITE ACCESS, INFORMATION REQUESTED BY UTILITY, PROPERTY RIGHTS, AND APPLICABLE PERMITS

6.1 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

6.2 Obligation to Provide Information to Utility. Within ten (10) business days after Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the Development; to the amount(s) Applicant paid, if any, for third-party Property Rights; and, to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12.

6.3 Obligation to Acquire and Convey Property Rights. Applicant must, without expense to Utility, grant and convey (or use commercially reasonable efforts to obtain for Utility) all Property Rights in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Cost) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.4 Condition Precedent to Commence Construction. Utility is not obligated to commence any construction or removal work in connection with the Project until after the Property Rights are granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights) and until after Utility obtains all Permits.

6.5 Permits for the Project.

(A) Obtaining Permits. Utility will obtain all Permits that it deems necessary for, or incidental to, the construction and continued operations and maintenance of the Project.

(B) Providing Assistance with Permits. Applicant must provide reasonable assistance, as Utility may request, to obtain these Permits. Applicant's support may include such things as writing letters of support to the applicable governmental authorities, speaking on behalf of Utility at hearings at Utility's request, and other actions reasonably requested to assist Utility in obtaining necessary governmental authorizations.

## 7. COST RESPONSIBILITY, PAYMENT AND SETTLEMENT

7.1 Responsibility for Costs.

(A) General Obligation. Applicant is responsible for all Costs associated with this Agreement.

(B) Increased Costs. If a condition in the field or some other event (such as surface or subsurface field conditions or conditions in a Permit) affects construction of the Project, affects Utility's ability to complete the Project or increases the Cost of the Project, Applicant is responsible for those increased Costs.

7.2. Estimated Cost. The estimated Cost is $286,886.30 ("**Estimated Cost**"). Applicant must pay the Estimated Cost to Utility when Applicant delivers the signed Agreement to Utility. The actual Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs.

7.3. Cost True-Up. No later than 60 days after the In-Service Date and after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement, as amended, and with the Design Cost Agreement ("**Cost True-up**"). Utility will either invoice or refund the difference to Applicant.

7.4. Invoicing. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Cost True-up and even if Utility provided a refund.

7.5. Payment of Invoices; Work Stoppage for Non-Payment. No later than thirty (30) days after receiving an invoice from Utility, Applicant must pay the invoice in full. If Utility does not receive timely payment, then Utility, in its discretion and without liability to Applicant, may stop some or all work on the Project, complete the Project, move the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards. Any delay in payment might result in a delay in completion of the Project.

7.6. No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

7.7. Interest on Amounts Due Utility. Any amount unpaid by Applicant and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

7.8. Right to Set Off.

(A) Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

(B) Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility:

(1) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation; and

(2) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development (see Section 8.4(B)).

(3) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development (see Section 8.4(C)).

(C) Other Rights and Remedies. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it may have.

## 8. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

8.1 Default.

(A) Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of the particular failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare a default. The Non-Defaulting Party is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

(B) Utility's Right to Terminate. Notwithstanding Section 8.1(A), Utility may immediately terminate this Agreement if Utility is unable to obtain applicable Permits or Property Rights it deems necessary after making commercially reasonable efforts to do so.

(C) Notice to Utility's Legal Department. In addition to sending Section 8.1(A) written notice to Utility's Project Manager, Applicant must also send a copy of that notice to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

8.2. Term of Agreement. This Agreement is effective on the Effective Date. Unless termination occurs under Section 8.1, Section 9.4, Section 10.3 or another Section, this Agreement terminates five (5) years from the Effective Date in accordance with Rule 9, Section B.5.

8.3. Duty to Mitigate.

(A) Taking Reasonable Actions to Mitigate Costs. At Applicant's Cost, the Parties must take all reasonable actions to minimize the Costs associated with Agreement termination, whether termination occurs under Section 8.1, Section 9.4, Section 10.3 or otherwise. These actions may include, but are not limited to, such things as stopping some or all Project work, completing the Project, moving the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards, acquiring Property Rights through condemnation, and dismissing condemnation lawsuits, if any. An action is not reasonable if it inhibits, prevents or otherwise negatively impacts Utility's ability to provide electric service to its customers – as determined by Utility in its discretion.

(B) Applicant's Obligation to Resolve Conflicts. If Utility moves the Facilities that have been (or are partially) modified back to the Original Location, Applicant must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities. Applicant acknowledges that it might incur additional Costs and expenses, such as further revising its Improvement Plans, submitting those plans to Utility for review and comment, obtaining approval of those plans from the governmental entity(ies), relocating improvements on its property, and modifying the Facilities.

(C) True Up. If the Agreement terminates and Utility has not performed a Section 7.3 Cost True-up, then no later than sixty (60) days after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement. Utility will either invoice or refund the difference to Applicant.

(D) This Section 8.3 survives termination of the Agreement.

8.4. Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Paying all Costs associated with the Agreement, whether incurred before or after excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's Cost.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development.

(D) Applicant's obligations under Section 4.

(E) Applicant's obligations under Section 6.

(F) Applicant's obligations under Section 8.3.

The provisions of Section 7.4, Section 7.5, Section 7.6, and Section 7.7 continue to apply to Section 8.4.

## 9. FORCE MAJEURE (EXCUSABLE DELAY)

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, Utility must promptly notify Applicant in writing of the delay within twenty (20) business days after Utility has actual knowledge that a Force Majeure event exists. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. Utility must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. Utility must promptly notify Applicant in writing when the Force Majeure event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days prior written notice to Applicant.

## 10. HAZARDOUS MATERIALS

10.1 Work Suspension; Notifying Applicant. Upon discovery of a Hazardous Material or otherwise contaminated soil, water or environment at the work site, Utility will stop work and immediately notify Applicant's Project Manager of the unacceptable site condition ("**USC**").

10.2 Notifying Governmental Authority. When required by Law as determined by Utility, Utility will notify the appropriate governmental authority(ies), such as but not limited to the Nevada Division of Environmental Protection, (collectively, "**NDEP**") of the USC.

10.3 Remediation or Termination. At its option, Applicant may either remediate the USC at its Cost or terminate the Agreement. Within fifteen (15) business days after the date identified on Utility's Section 10.1 notice, Applicant must provide Utility with written notice of its decision to remediate or terminate ("**Section 10.3 Notice**"). If Applicant does not provide Utility with this notice in a timely manner, then Utility (without liability to Applicant) may terminate the Agreement.

10.4 Remediation Requirements. If Applicant decides to remediate the USC, Applicant must remediate the USC in accordance with Subsection (A) or Subsection (B), as applicable.

(A) Remediation When NDEP Involvement Is Required. Within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a corrective action plan ("**Corrective Action Plan**"), submit the Corrective Action plan to the NDEP, and provide a copy of the Corrective Action Plan to Utility. After receiving written approval of the Corrective Action Plan from the NDEP, Applicant must complete remediation the earlier of (1) the date specified in the Corrective Action Plan or (2) within sixty (60) days of the date specified on that written approval from the NDEP. Promptly after completing remediation of the USC, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "closure letter" or similar letter from the NDEP.

(B) Remediation When NDEP Involvement Is Not Required. With respect to the USC that Utility has identified in its notice to Applicant under Section 10.1 but that does not require notification to NDEP as determined by Utility and within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a remediation plan ("**Remediation Plan**") and provide a copy of the Remediation Plan to Utility for review and concurrence. Applicant must complete remediation of the USC within sixty (60) days of developing the Remediation Plan. If the remediation work cannot be completed within the 60-day period and Applicant is using commercially reasonable efforts to accomplish the remediation, the period for performing the remediation work will be extended until remediation is completed. But remediation must be completed within six (6) months of the date identified on the Section 10.3 Notice. Promptly after completing remediation, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "no further requirement letter" or similar correspondence from a State of Nevada Certified Environmental Manager, who is approved by Utility.

## 11. PRECEDENCE

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 7 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 16.4, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 Integration. This Agreement, together with all other written agreements executed with the same formality as this instrument directly in connection with the Project such as the Design Cost Agreement, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

## 12. CONFIDENTIALITY

12.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, may be confidential.

12.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

12.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as expressly provided in this Section 12 or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section 12 will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

12.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

12.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

12.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.

12.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED

STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

## 13. INSURANCE AND INDEMNIFICATION

13.1 Insurance. Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area (defined below) to procure and maintain in effect, the insurance coverages set forth in Exhibit G until after all conflicts between the Facilities and the Development are resolved to Utility's satisfaction and until after Applicant's contractors and subcontractors have completed their work in the Work Area. The **"Work Area"** means the area where the Facilities are located and the area where the modified facilities will be located. This insurance requirement does not apply to Applicant if Applicant, its contractors and its subcontractors are not performing any work in the Work Area. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claim, loss, cost, suit, judgment, damage, and expense, including attorneys' fees, that arise from or are related to (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement; (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement; or (C) bodily injury to or death of any person (including any employee of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement (collectively, **"Indemnity Claim"**). At Applicant's expense, Utility has sole authority to direct and control its defense and all settlement and compromise negotiations regarding an Indemnity Claim. Applicant must pay all attorneys' fees and costs that Utility incurs or is subject to as a result of an Indemnity Claim. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this "Indemnity" Section.

## 14. REPRESENTATIONS

14.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

14.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (B) is registered as a foreign corporation, if applicable, and (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

14.3 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

## 15. NOTICES

15.1 Method of Delivery. 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), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Manager as identified in Exhibit A.

15.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Manager or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15.3 Reference to Contract Number. Applicant must include a reference to contract number 07-01014 in any notice to Utility and when paying any invoice.

15.4 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Section 8, Section 9, Section 10, or Section 13, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, NV 89146
FAX: (702) 402-2069

## 16. MISCELLANEOUS PROVISIONS

16.1 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including, but not limited to, damages based upon delay, lost revenues or profits.

16.2 No Obligation to Provide Electric Service to Development. Utility does not have an obligation to provide electric service to Applicant's Development until after (A)

Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction, (B) Applicant resolves all conflicts between the Development and Utility's Property Rights, at Applicant's Cost and to Utility's satisfaction, (C) pays the Estimated Cost in accordance with Section 7, and (D) Applicant satisfies all of its other obligations under this Agreement. If Applicant requires electric service for its Development and Utility must modify its system in order to provide the requested electric service, Applicant must follow Utility's procedures and enter into a separate contract for that electric service.

16.3 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.

16.4 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

16.5 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

16.6 Assignment. This Agreement is binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

16.7 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

16.8 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. This discretion is not subject to any external standard, including, but not limited to, any standard of custom, "good faith" or reasonableness.

16.9 Commercially Reasonable Efforts. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

16.10 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.

16.11 Remedies. All rights and remedies of the Parties provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other available remedies at law, in equity, or otherwise.

16.12 Headings; Exhibits; Cross References. 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. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified.

16.13 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.

16.14 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

16.15 Independent Contractors. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

*[signature page to follow]*

# FACILITIES RELOCATION AGREEMENT

**NEVADA POWER COMPANY d/b/a NV Energy**

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

**CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS**

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

Approved as to form

John S. Ridilla 8/19/09

John S. Ridilla Date

Deputy City Attorney

Utility Contract No: FRA07-01014
CLV Three Bus Turnouts
(rev. 6/2009)

# FACILITIES RELOCATION AGREEMENT

**Exhibit A**
**Agreement Contacts**

| **Utility (Nevada Power Company d/b/a NV Energy)** | |
|---|---|
| Address | 6226 W. Sahara Ave.<br>Las Vegas, NV 89146 |
| Mailing Address | P.O. Box 98910, M/S 10<br>Las Vegas, NV 89151-0001 |
| Project Manager | Todd Stremming |
| Telephone | (702) 402-2264 |
| Cellular Telephone | (702) 376-0247 |
| FAX | N/A |
| Email | tstremming@nvenergy.com |

| **Applicant (City of Las Vegas Department of Public Works)** | |
|---|---|
| Address | 400 Stewart Avenue<br>Las Vegas, Nevada 89101 |
| Project Manager | Jeremy P. Leavitt P.E. |
| Telephone | (702) 229-6278 |
| Cellular Telephone | (702) 376-7098 |
| FAX | N/A |
| Email | jeleavitt@lasvegasnevada.gov |

**Exhibit B**
**Estimated Costs**

[Attached]

## Charleston Bus Turnouts Relocation Costs

| | |
|---|---|
| Engineering | $ 67,224 |
| Materials | $ 65,403 |
| Installation Labor | $120,299 |
| Removal Labor | $ 7,620 |
| Project Supervision | $ 23,946 |
| Administrative Expenses | $ 2,395 |
| **Total** | **$286,887** |

## Exhibit C
## Project Schedule

[Attached]

| | | | |
|---|---|---|---|
| **TO.TL709** | **TL709 CLV CHARLESTON BUS TURN OUT (...** | 01-Jun-07 A | 21-Jun-10 |
| TOCBT09530 | 5300-TL709 Actual Cost Activity | 01-Jan-09 A | 01-Jul-09 |
| TOCBT09540 | 5400-TL709 Actual Cost Activity | 01-Jan-09 A | 01-Jul-09 |
| TOCBT1500 | RELOCATION CONTRACTS & AGREEMENTS | 22-Jun-07 A | 25-Sep-09 |
| TOCBT1501 | TL329 Charleston Bus - PID Created - #07-01014 | 22-Jun-07 A | 22-Jun-07 A |
| TOCBT1520 | Facility Relo Agree-Prepare/Approval f/Cont Team #07-01014 | 02-Jul-07 A | 07-Nov-07 A |
| TOCBT1521 | Facility Relo Agree -Issued to Customer | 07-Aug-08 A | 23-Jul-09 |
| TOCBT1522 | Facility Relo Agree -Signed/Executed | 03-Mar-09 A | 25-Sep-09 |
| TOCBT1525 | Facility Relo Agree -PO Pmt Received | 28-Sep-09 | 28-Sep-09 |
| TOCBT1580 | AGREEMENTS, EASEMENTS, & PERMITS MILESTONE | | 25-Sep-09 |
| TOCBT1590 | Project Complete-Scheduler notifies Financial | 31-Dec-09 | 23-Apr-10 |
| TOCBT1595 | Final Audit/True-up | 26-Apr-10 | 21-Jun-10 |
| TOCBT1599 | TL329 Charleston Bus - Contract #07-01014 Closed | 29-Sep-09 | 29-Sep-09 |
| TOTL7095400 | 5400-TL709 Actual Cost Activity | 01-Jun-07 A | 01-Jul-09 |
| **TO.TL709.00** | **COMMON** | 21-Aug-09 | 21-Aug-09 |
| TOTL709A600 | CIAC Payment | 21-Aug-09* | 21-Aug-09 |
| **TO.TL709.51** | **TRANSMISSION PRELIMINARY DESIGN** | 30-Jun-07 A | 06-Oct-07 A |
| TOCBT5100 | TRANSMISSION PRELIMINARY DESIGN (30%) | 30-Jun-07 A | 06-Oct-07 A |
| **TO.TL709.53** | **OH LINE DESIGN** | 22-Jul-07 A | 07-Jan-09 A |
| TOCBT5300 | OH LINE DESIGN | 22-Jul-07 A | 07-Jan-09 A |
| **TO.TL709.52** | **TRANSMISSION MATERIAL PROCUREMENT** | 30-Jun-08 A | 30-Nov-09 |
| TOCBT5200 | TRANSMISSION MATERIAL PROCUREMENT | 30-Jun-08 A | 27-Nov-09 |
| TOCBT5281 | Structures Payment | 04-Nov-08 A | 04-Nov-08 A |
| TOCBT5282 | DRAW CONDUCTOR FROM STOCK | 30-Nov-09 | 30-Nov-09 |
| TOCBT5283 | DRAW INSULATORS FROM STOCK | 30-Nov-09 | 30-Nov-09 |
| TOCBT5285 | Switches Payment | 30-Nov-09 | 30-Nov-09 |
| **TO.TL709.62** | **FOUNDATION CONSTRUCTION** | 30-Nov-09 | 04-Dec-09 |
| TOCBT6200 | DRILL HOLES & FOUNDATION CONSTRUCTION | 30-Nov-09 | 04-Dec-09 |
| **TO.TL709.64** | **TRANSMISSION OUTAGES** | 30-Nov-09 | 23-Dec-09 |
| TOCBT6420 | CONSTRUCTION LINE OUTAGES | 30-Nov-09 | 23-Dec-09 |
| **TO.TL709.61** | **OH LINE CONSTRUCTION** | 07-Dec-09 | 30-Dec-09 |
| TOCBT6100 | OH LINE CONSTRUCTION | 07-Dec-09 | 29-Dec-09 |
| TOCBT6180 | Trans Facilities In-Service (Update PID to I ) | 30-Dec-09 | 30-Dec-09* |
| **TO.TL709.68** | **TRANSMISSION CLOSE-OUT** | 31-Dec-09 | 19-Feb-10 |
| TOCBT6800 | TRANSMISSION CLOSE-OUT | 31-Dec-09 | 18-Feb-10 |
| TOCBT6830 | REMOVALS | 31-Dec-09 | 27-Jan-10 |
| TOCBT6850 | Trans Const Complete (Update PID to L Status) | 19-Feb-10 | 19-Feb-10* |

# Exhibit D
# Improvement Plans

[Attached]

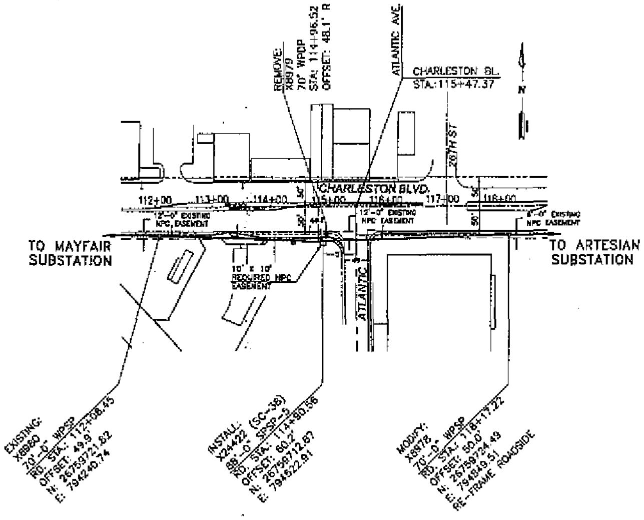
# FACILITIES RELOCATION AGREEMENT

**Exhibit E**
**Plan and Profile**

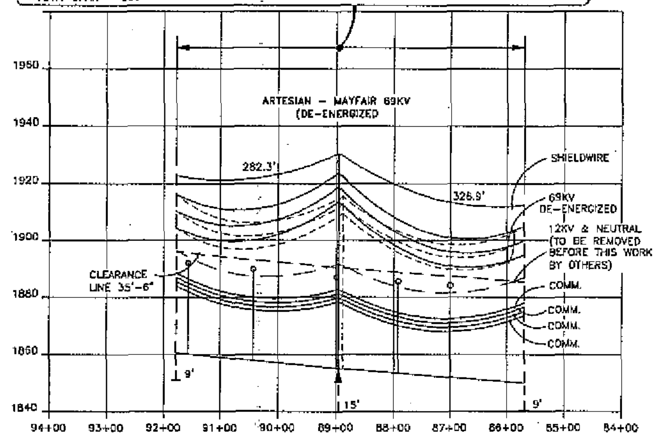
[Attached]

CALL BEFORE YOU DIG OVERHEAD
1-702-593-6111

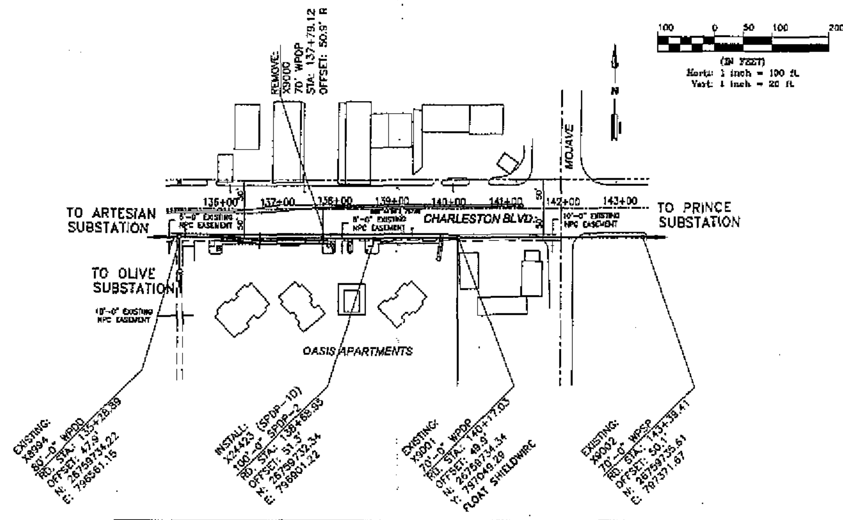
Call before you dig UnderGround



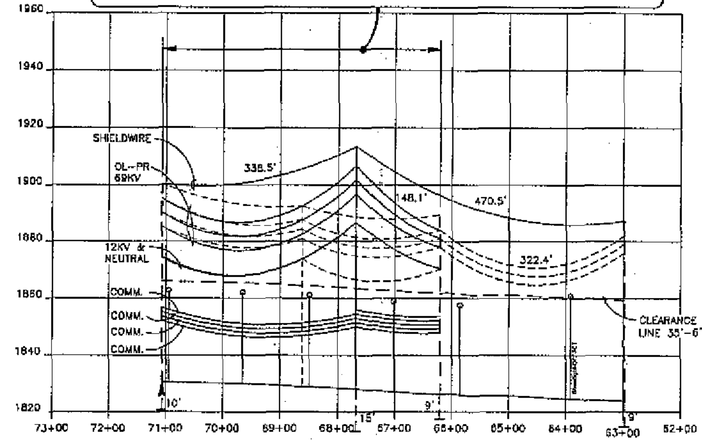

TRANSFER:
SHIELDWIRE DATA: 5/16" EHS STEEL @ 1250 LBS. NESC LT., INITIAL, 120° F MOT
69KV CONDUCTOR DATA: 636 KCMIL AA "ORCHID" @ 1900 LBS., NESC LT., INITIAL, 203° F MOT
12KV CONDUCTOR DATA: BEING UNDERGROUNDED BY OTHERS
RULING SPAN = 300'




| CONST. NO. | X8980 | X24422 | X8978 |
|---|---|---|---|
| STRUCTURE TYPE | 70'-0" WPSP | 86'-0" SPSP-5 | 70'-0" WPSP |
| LINE ANGLE | 00°00'00" | 03°57'14" R | 00°00'00" |
| STATION LOC. | 91+78.42 | 88+96.11 | 85+69.24 |
| EXISTING GRADE | 1850.50 | 1855.00 | 1850.00 |
| FUTURE GRADE | | | |




TRANSFER:
SHIELDWIRE DATA: 5/16" EHS STEEL @ 1250 LBS. NESC LT., INITIAL, 120° F MOT
69KV CONDUCTOR DATA: 636 KCMIL AA "ORCHID" @ 1900 LBS., NESC LT., INITIAL, 203° F MOT
12KV CONDUCTOR DATA: 477 KCMIL AA "COSMOS" @ 1700 LBS., NESC LT., INITIAL, 203° F MOT
NEUTRAL DATA: 336 KCMIL AA "TULIP" @ 1400 LBS., NESC LT., INITIAL, 120° F MOT
RULING SPAN = 291'




| CONST. NO. | X8994 | X24423 | X9001 | X9002 |
|---|---|---|---|---|
| STRUCTURE TYPE | 80'-0" WPDD | 100'-0" SPDP-2 | 70'-0" WPDP | 70'-0" WPSP |
| LINE ANGLE | 90°19'42" L | 00°46'44" R | 00°29'27" L | 00°00'00" |
| STATION LOC. | 71+07.04 | 67+68.50 | 66+20.39 | 62+98.04 |
| EXISTING GRADE | 1830.52 | 1828.00 | 1826.09 | 1823.76 |
| FUTURE GRADE | | | | |

LEGEND:
- NEW POLE
- EXISTING POLE
- EXISTING POLE TO BE REMOVED
- EXISTING POLE TO BE REPLACED
- ANGLE
- D DEAD END

STR. X8980 LOOKING WEST · STR. X24422 LOOKING WEST · STR. X8978 LOOKING WEST · STR. X8994 LOOKING WEST · STR. X24423 LOOKING WEST · STR. X9001 LOOKING WEST

| REV | DESCRIPTION REVISION RECORD | DRAFTER | DATE | DESIGNED | DATE | CHECKED | DATE | APPROVED | DATE |
|---|---|---|---|---|---|---|---|---|---|
| 0 | FIRST PLAN AND PROFILE | DEX | 2/11/09 | BTO | 2/11/09 | BTO | 2/11/09 | BTO | 2/11/09 |

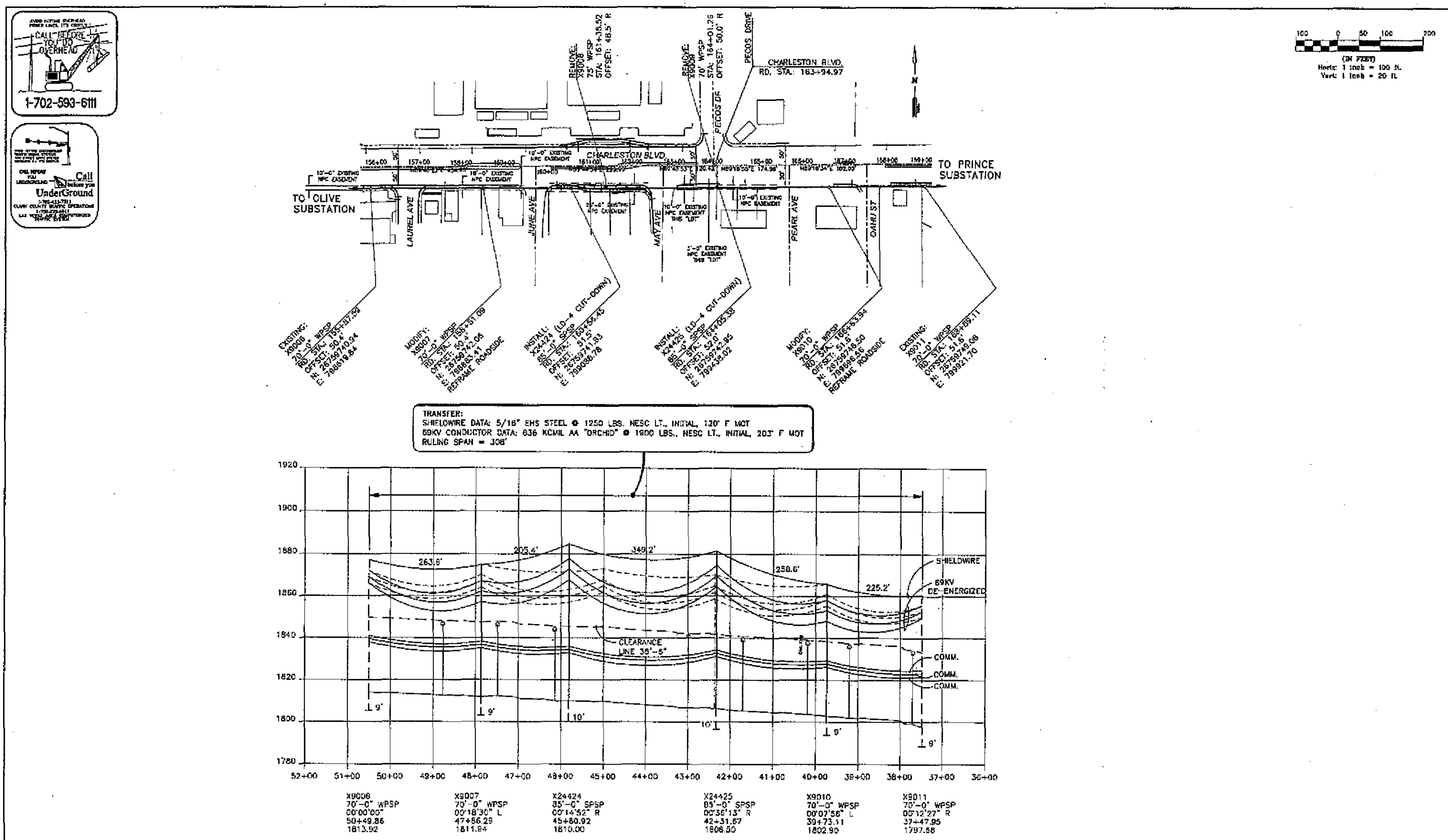
Nevada Power
69KV TRANSMISSION
OLIVE - PRINCE
EAST CHARLESTON BUS TURNOUT
NDOT OVERHANG PERMIT PLAN AND PROFILE

REF. NDOT ROAD STATIONING · SCALE: AS NOTED
PROJ. ID. TL329TOCBT · DWG. 441.69.11 P&P

T 20 S · R 61 E · 35 · 36 · 2 · 1 · CLARK CO.

SHEET NO. 1 OF 2

PLOT DATE/TIME: 2/11/2009 9:32 AM PLOTTED BY: DUCKR1956




LEGEND:
- ● NEW POLE
- ○ EXISTING POLE
- EXISTING POLE TO BE REMOVED
- EXISTING POLE TO BE REPLACED
- ▲ ANGLE
- D DEAD END

PHASING:

STR. X9007 LOOKING WEST | STR. X24424 LOOKING WEST | STR. X24425 LOOKING WEST | STR. X9010 LOOKING WEST | STR. X9006 & 11 LOOKING WEST

| REV | DESCRIPTION REVISION RECORD | DRAFTER | DATE | DESIGNED | DATE | CHECKED | DATE | APPROVED | DATE |
|---|---|---|---|---|---|---|---|---|---|
| 0 | FIRST PLAN AND PROFILE | DEK | 2/11/09 | BTO | 2/11/09 | BTO | 2/11/09 | BTO | 2/11/09 |

**Nevada Power**

69KV TRANSMISSION
OLIVE – PRINCE
EAST CHARLESTON BUS TURNOUT
NDOT OVERHANG PERMIT PLAN AND PROFILE

REF. NDOT ROAD STATIONING | SCALE: AS NOTED
PROJ. ID. TL329TOCBT | DWG. 441.69.11 P&P

T 20 S, R 61 E — 35, 36, 2, 1 — CLARK CO.

SHEET NO. 2 OF 2

PLOT DATE/TIME: 2/11/2009 9:30 AM PLOTTED BY: DUCKER_1336

## Exhibit F
## Transmission Use Agreement

[Attached]

**Exhibit G**
**Insurance Coverages**

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

(C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

(D) Severability and Cross Liability. Providing for severability of interest and providing cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

(E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work in the Work Area. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.