

APN: 138-31-501-003
138-31-101-002

WHEN RECORDED MAIL TO:
Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

**GRANT OF EASEMENT
FOR UNDERGROUND ELECTRICAL SERVICE CABLES**

CITY OF LAS VEGAS, a municipal corporation, ("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 underground electric service cables that connect the **electric service entrance(s)** to Grantee's electric system ("**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 for the underground electric service cables 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 for the underground electric service cables without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, fencing, signage, walkways, driveways, patios, porches, and other slabs. 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 herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

RW# 0019-09rbt
Proj. # 186594
Project Name: Clearwire NV LSV233D
Reference Document: 435:350687
GOE_METER

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN

TITLE: MAYOR

APPROVED AS TO FORM

ATTEST:

John S. Rickella
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:

RW# 0019-09rbt
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Exhibit A

The North Half of the North Half (N1/2 N1/2) of Section 31, Township 20 South, Range 60 East, M.D.B.&M., in the City of Las Vegas, Clark County, Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, the Easement Area shall be reduced to an area six (6) feet in width, being three (3) feet on each side of the centerline of the Utility Facilities.