

APN: 139-34-201-009 and -019

Recording Requested By:
City of Las Vegas, Nevada and
NV Energy

And 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 relating to the Property that will be recorded concurrently with this Agreement in the Official Records, Clark County Nevada in, upon, over, under, across and/or through which NV Energy electrical system facilities are located or might be located in the future ("**Easement Area**").

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 Architectural Site Plan Drawing dated 12-17-09 attached as Exhibit A hereto and identified below ("**Improvements**"), on the portion of the Easement Area identified on Exhibit B. The Improvements include:

(A) Parking garage with associated site amenities.

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

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

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DEA

(F) Property Owner provides NV Energy with twenty-four (24) hour direct, free and unrestricted access to, ingress to and egress from NV Energy's facilities in the Easement Area.

(1) No Prior Authorization Required. NV Energy, its service representatives and other persons authorized by NV Energy have the right to enter the Easement Area at any time and without prior permission of or notice to Property Owner, any occupant, or any lessee or sub-lessee of Property Owner.

(2) Grantee's Right to Take Action. If NV Energy, its service representatives, or other persons authorized by NV Energy desire access to the Easement Area or NV Energy facilities for any reason and at any time, then Property Owner must take all necessary actions to provide such access, including without limitation, removal of impediments, fencing, locks and vehicles.

3. Additional Approvals Required. Property Owner must not modify or alter the Improvements in any way that will jeopardize NV Energy's facilities or clearances or otherwise obstruct or restrict NV Energy's access to its facilities. 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. Non-Compliance. Notwithstanding Section 2 above, if NV Energy is unable to access the Easement Area or its facilities or if Property Owner otherwise fails to provide access consistent with the terms of this Agreement, Property Owner acknowledges and agrees that NV Energy is entitled to take any action it deems necessary, in its sole judgment, to access the Easement Area and its facilities without liability to Property Owner or third parties and, upon NV Energy's written request, Property Owner must promptly reimburse Grantee for any related costs whether incurred by Property Owner, NV Energy or a third party.

5. 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.

6. 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.

7. 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

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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.

8. 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.

9. 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.

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.

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

12. 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

ATTEST:

BEVERLY K. BRIDGES, MMC.
CITY CLERK

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Approved as to form

John S. Ridilla 12/29/09
John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 20____ by
_____ as _____ of CITY OF LAS VEGAS.

Signature of Notarial Officer

Seal area →

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by
JAMES R. SAAVEDRA as Director, Land Services of Nevada Power Company d/b/a NV Energy.

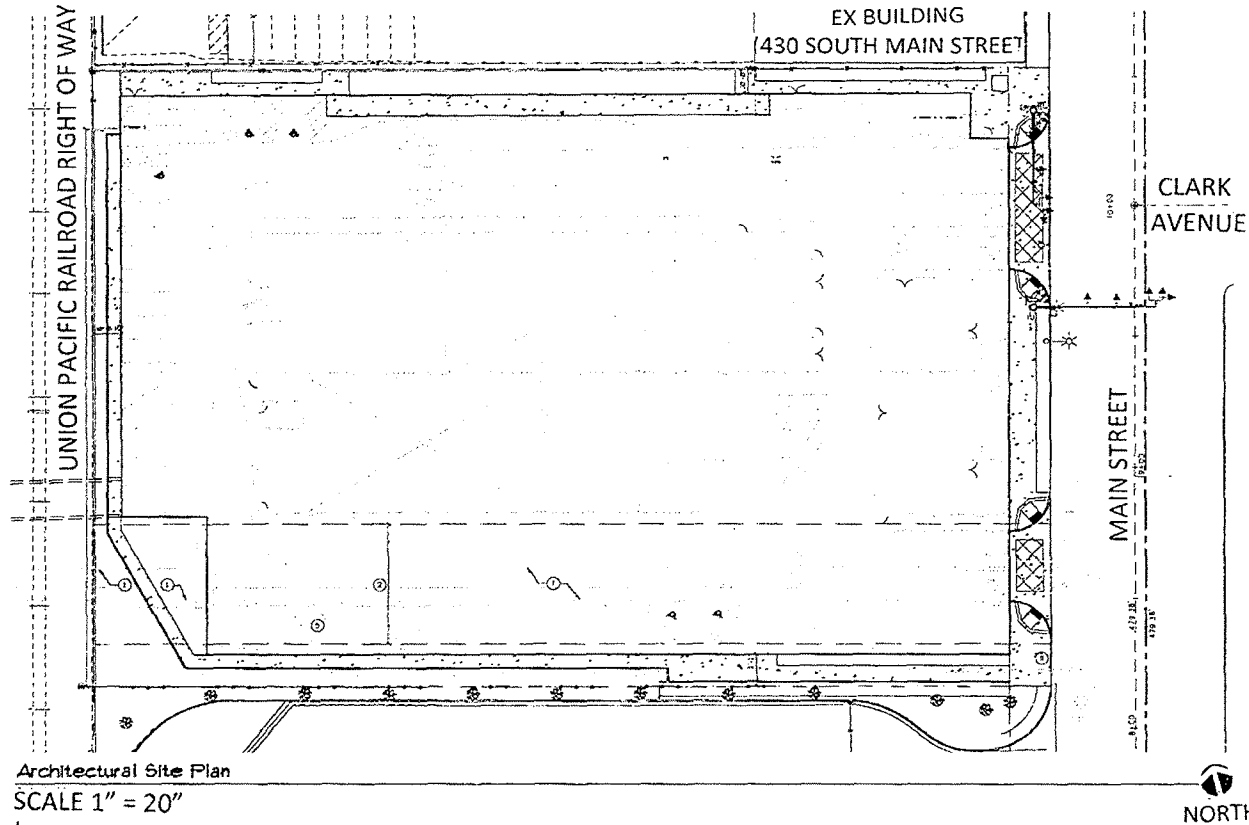
Signature of Notarial Officer

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EXHIBIT "A"

12/17/2009 11:10:03 AM



General Notes

1. GROUND FLOOR PLAN SHOWN FOR REFERENCE ONLY – SEE PLANS FOR MORE INFORMATION

Site Plan Notes

1. EXISTING NEVADA ENERGY TRANSMISSION CONDUITS – PROTECT DURING CONSTRUCTION
2. 46' WIDE BY 19'-0" CLEAR HIGH NEVADA ENERGY EASEMENT

DEPARTMENT OF PUBLIC WORKS

500 South Main Street Parking Garage

Bridging Documents

Architectural Site Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
OFFICE: PROJECT MANAGEMENT

PROJECT: 091534119
SHEET: 517-80
DATE: 12/17/09

AS1

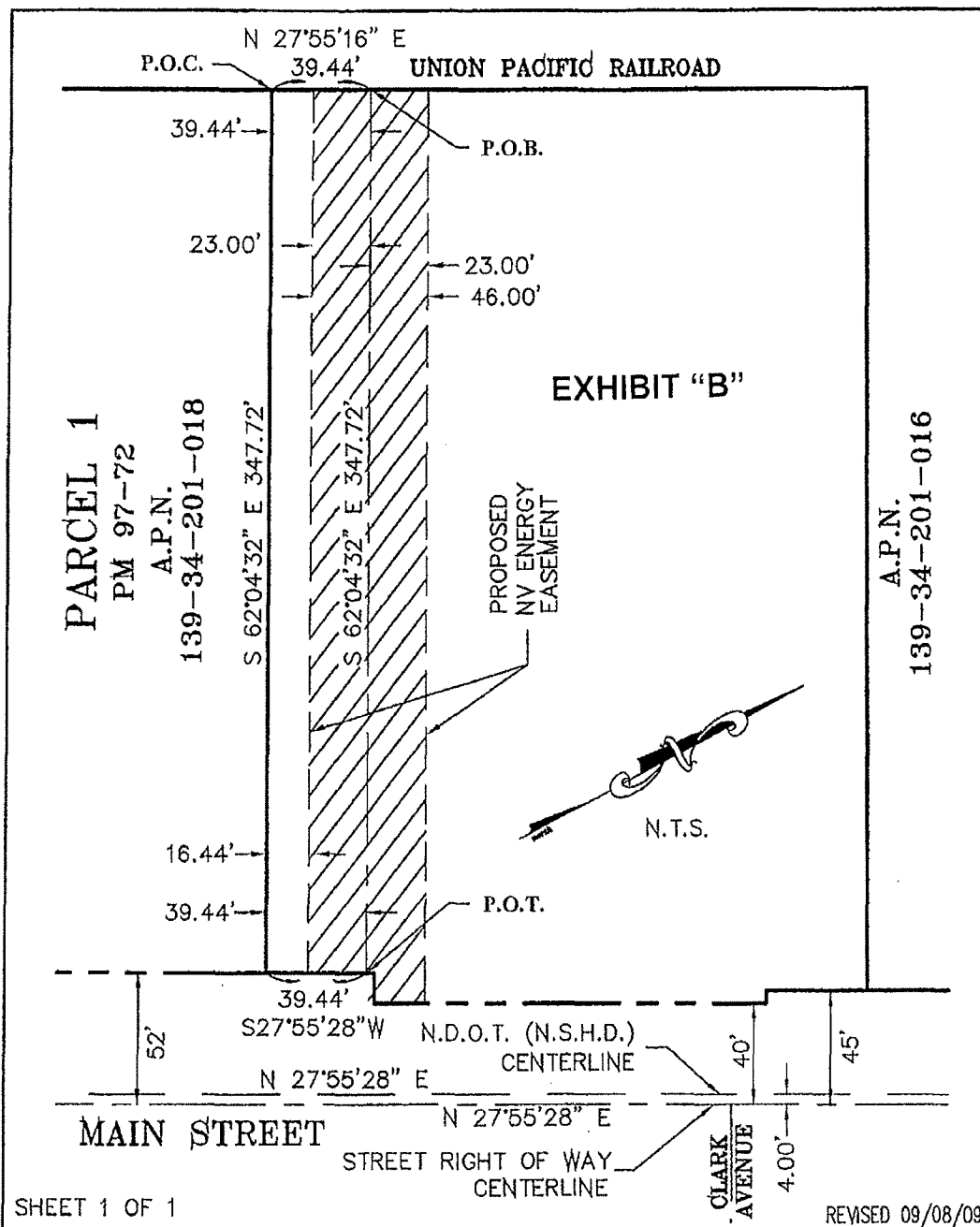


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF SW 1/4 OF NW 1/4 OF S. 34, T. 20S, R. 61E,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY OFFICE
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EASEMENT EXHIBIT
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 08-10-2009