

APN: 139-33-610-026

WHEN RECORDED MAIL TO:

Land Services

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

ACCESS TO EQUIPMENT YARD AGREEMENT

This Access to Equipment Easement Agreement ("**Agreement**") is made and entered into on _____, 2010 by and between Nevada Power Company, a Nevada corporation, d/b/a 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 fenced, but otherwise unenclosed, utility yard located on real property identified by Clark County Assessor's Parcel Number **139-33-610-026** and identified on Exhibit A attached to this Agreement (the "**Premises**").

B. Grantor has requested Grantee to install facilities to provide electric service to UP-Las Vegas Performing Arts Center Drawing No. 185886 on file with Grantee's Land Services Department

C. Grantor will configure the utility yard located on the Premises and provide Grantee with access to the utility yard.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, covenants, terms and conditions set forth herein, Grantor and Grantee agree as follows:

1. Grantor represents and warrants that it owns the Premises. 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.
2. Grantor hereby grants and conveys to Grantee and its employees, representatives, and assigns a perpetual right and easement for the free and unrestricted ingress and egress over, across and upon such portions of the Premises and the utility yard

RW# 0014-10dak

Proj. # 185886

Project Name: UP-Las Vegas Performing Arts Center

Reference Document: 20090511:04433

EQUIPMENT ACCESS YRD AGR

described in Exhibit A hereto as is necessary for Grantee to directly access the utility yard and Grantee's facilities.

3. Grantor is responsible for locating and configuring the electric service entrance and the utility yard consistent with the requirements set forth in this Section 3, in exhibit B, Utility Yard Detail, and in Exhibit C, Metering and Service Installation Standards, attached hereto. Grantor must install a dual hasp locking system on the utility yard gates so that Grantee can provide its own padlock if the utility yard gates are to be locked. Grantor must place a conspicuous, permanent designation or sign on the outside of the utility yard identifying the area as the "utility yard".
4. Grantor must not modify or alter the utility yard in any way that will jeopardize Grantee's clearances, or obstruct or restrict Grantee's direct outside access to the utility yard as described on Exhibit B and Exhibit C. Grantee will cooperate with Grantor in relocating Grantee's facilities to maintain such clearances and access if required for any future modification of the utility yard; however, any such relocation will be at Grantor's cost.
5. Grantor must provide Grantee twenty-four (24) hour direct outside access to the utility yard and all Grantee facilities, as follows:
 - a. Grantee's employees and other persons authorized by Grantee shall have the right to enter the Premises without prior permission or notification of Grantor, or any lessee or sub-lessee of Grantor, and take such action as Grantee deems necessary to obtain access to the utility yard and Grantee's facilities, for the purposes of reading, maintaining, adding to, inspecting, operating, repairing, installing, replacing, testing, or removing any metering equipment, wiring, plant, or other Grantee facilities.
 - b. Grantor must keep the utility yard free from obstruction and must not permit anything to be stored in the utility yard, including by way of example: boxes, ladders, or maintenance equipment. Grantor must keep clear and maintain safe access to the utility yard and must not permit any animal, which may be perceived as a threat to personal safety, to impede Grantee's access to the utility yard.
 - c. If Grantee is unable to access the Premises, the utility yard or Grantee facilities or if Grantor otherwise fails to provide access consistent with the terms of this Agreement, Grantor acknowledges and agrees that Grantee may disconnect electric service to the utility yard, in accordance with Grantee's electric service tariff which may be found at <http://www.nevadapower.com/rates/tariff>. After Grantor reestablishes safe

RW# 0014-10dak

Proj. # 185886

Project Name: UP-Las Vegas Performing Arts Center

Reference Document: 20090511:04433

EQUIPMENT ACCESS YRD AGR

and unobstructed access consistent with its obligation under this Agreement, Grantor must pay Grantee a reconnection fee to resume electric service.

6. Grantor agrees and understands this Agreement shall be recorded by Grantee and is intended to be a covenant running with the Premises.

IN WITNESS WHEREOF, Grantor executes this Agreement this __ day of _____, 2010.

CITY OF LAS VEGAS

By: Oscar B. Goodman
Title: Mayor

Approved As To Form

Attest:

John S. Ridilla
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

State of Nevada)
) Ss.
County of Clark)

This instrument was acknowledged before me on _____, 2010 by
_____ as _____ of the City of Las Vegas.

Notary Signature

Seal Area →

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. A copy will be mailed to Grantor at Grantor's mailing address.

RW# 0014-10dak
Proj. # 185886
Project Name: UP-Las Vegas Performing Arts Center
Reference Document: 20090511:04433
EQUIPMENT ACCESS YRD AGR

NEVADA POWER COMPANY

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

State of Nevada)
) Ss.
County of Clark)

This instrument was acknowledged on _____, 2010, by James R. Saavedra as Director, Land Services of Nevada Power Company.

Notary Signature

Seal Area →

RW# 0014-10dak
Proj. # 185886
Project Name: UP-Las Vegas Performing Arts Center
Reference Document: 20090511:04433
EQUIPMENT ACCESS YRD AGR

EXHIBIT A

The above referred to parcel of land, situate in the City of Las Vegas, State of Nevada is the following described portion of PARKWAY CENTER, which is located in portions of Sections 27, 28, 33 and 34, Township 20 South, Range 61 East, M.D.M., Nevada, per Book 53 of Plats, Page 61, recorded August 13, 1992 as Instrument No. 00598 in Book 920813, Official Records, Clark County, Nevada, described as follows:

That portion of Lot 5 in said Subdivision as described in Quitclaim Deed recorded as Instrument No. 0004433 in Book 20090511, Official Records, Clark County, Nevada.

RW# 0014-10dak

Proj. # 185886

Project Name: UP-Las Vegas Performing Arts Center

Reference Document: 20090511:04433

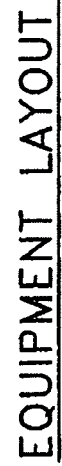
EQUIPMENT ACCESS YRD AGR

EXHIBIT B

UTILITY YARD DETAIL
(TO BE ATTACHED)

RW# 0014-10dak
Proj. # 185886
Project Name: UP-Las Vegas Performing Arts Center
Reference Document: 20090511:04433
EQUIPMENT ACCESS YRD AGR

EXHIBIT "B"



--NWE USE ONLY--

Exhibit C

Metering and Service Installation Standards

All electrical facilities installed within said utility yard shall be installed per the requirements of the Distribution ESR Standards of Nevada Power Company.

RW# 0014-10dak
Proj. # 185886
Project Name: UP-Las Vegas Performing Arts Center
Reference Document: 20090511:04433
EQUIPMENT ACCESS YRD AGR