

APN: 139-25-405-008 & 139-25-801-004

WHEN RECORDED MAIL TO:

Land Services

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

THIS GRANT OF EASEMENT CANCELS AND SUPERCEDES THE RIGHT OF ENTRY AUTHORIZATIONS GRANTED TO NEVADA POWER COMPANY BY DOCUMENT RECORDED AUGUST 2, 2004 IN BOOK 20040802 AS DOCUMENT NO. 04523, AND BY DOCUMENT RECORDED AUGUST 26, 2004 IN BOOK 20040826 AS DOCUMENT NO. 03218 OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

GRANT OF EASEMENT

THE CITY OF LAS VEGAS, a political subdivision of the State of Nevada, ("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 communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" attached 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. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area 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.

RW# 0022a-10yb

Proj. # 175856

Project Name: Regional Animal Campus

Reference Document: Bk 61, Pg. 79 Inst. 330751

GOE_DIST

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

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 without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. 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.

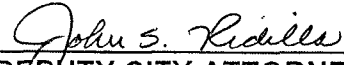
If Grantee determines that the easement area is no longer needed for its electrical systems, this easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the easement.

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN
TITLE: MAYOR

APPROVED AS TO FORM

ATTEST:



DEPUTY CITY ATTORNEY

John S. Ridilla
Deputy City Attorney

BEVERLY K. BRIDGES
CITY CLERK

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STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by
Oscar B. Goodman as Mayor of the City of Las Vegas.

Signature of Notarial Officer

Notary Seal:

RATIFIED AND CONFIRMED

JAMES R. SAAVEDRA
DIRECTOR OF LAND SERVICES

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Exhibit A

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The above referred to parcels of land, situate in the City of Las Vegas, State of Nevada are those portions located within the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 25, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

PARCEL 1:

COMMENCING at the Northeast corner of Lot 2 per File 100, Page 68 of Parcel Maps, recorded June 4, 2001 as Instrument No. 01341 in Book 20010604, Official Records, Clark County, Nevada;
Thence North 88°41'34" West, 308.39 feet to the POINT OF BEGINNING;
Thence continuing North 88°41'34" West, 28.49 feet, to a point hereinafter referred to as POINT "A";
Thence continuing North 88°41'34" West, 66.99 feet;
Thence North 01°18'26" East, 17.00 feet;
Thence South 88°41'34" East, 63.78 feet to a point hereinafter referred to as POINT "B";
Thence continuing South 88°41'34" East, 31.70 feet,
Thence South 01°18'26" West, 17.00 feet to the point of beginning.

CENTERLINE 1:

A strip of land 20.00 feet in width being 10.00 feet on each side of the following described centerline:

BEGINNING at said POINT "A":

Thence South 02°28'47" East, 48.33 feet, to a point hereinafter referred to as POINT "C";
Thence South 13°00'59" East, 21.00 feet to the point of ending.

CENTERLINE 2:

A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline:

BEGINNING at said POINT "C":

Thence South 89°04'52" East, 97.95 feet;
Thence South 85°39'12" East, 65.68 feet;
Thence North 80°18'43" East, 22.81 feet to the point of ending.

The sideline boundaries of Centerlines 1 and 2 are to be shortened or lengthened so as to intersect at all angle points, to begin at the south line of the above described Parcel 1 and terminate at right angles.

CENTERLINE 3:

A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline:

BEGINNING at said POINT "B":

Thence North 35°47'31" East, 9.69 feet;
Thence North 00°52'02" East, 28.05 feet;

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Thence North 03°27'45" West, 119.81 feet;
Thence North 00°01'24" East, 238.33 feet to a point hereinafter referred to as POINT "D";

Thence continuing North 00°01'24" East, 14.38 feet to the point of ending, being the south right of way line of Harris Avenue (60.00 feet wide) also being the North line of Lot 1 per File 106, Page 75 of Parcel Maps, recorded March 8, 2004 as Instrument No. 01785 in Book 20040308, Official Records, Clark County, Nevada.

The sideline boundaries of Centerline 3 are to be shortened or lengthened so as to intersect at all angle points, to begin at the north line of Parcel 1 and terminate at the South right of way line of Harris Avenue.

CENTERLINE 4:

A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline:

BEGINNING at said POINT "D":

Thence South 87°33'40" West, 35.32 feet to the point of ending.

The sideline boundaries of Centerline 4 are to be shortened or lengthened so as to intersect at all angle points.

END OF LAND DESCRIPTION

NOTE: this land description is provided as a convenience and is not intended for the purpose of subdividing and not in conformance with Nevada Revised Statutes.

This legal description was created by:

Yolanda Benito

NV Energy

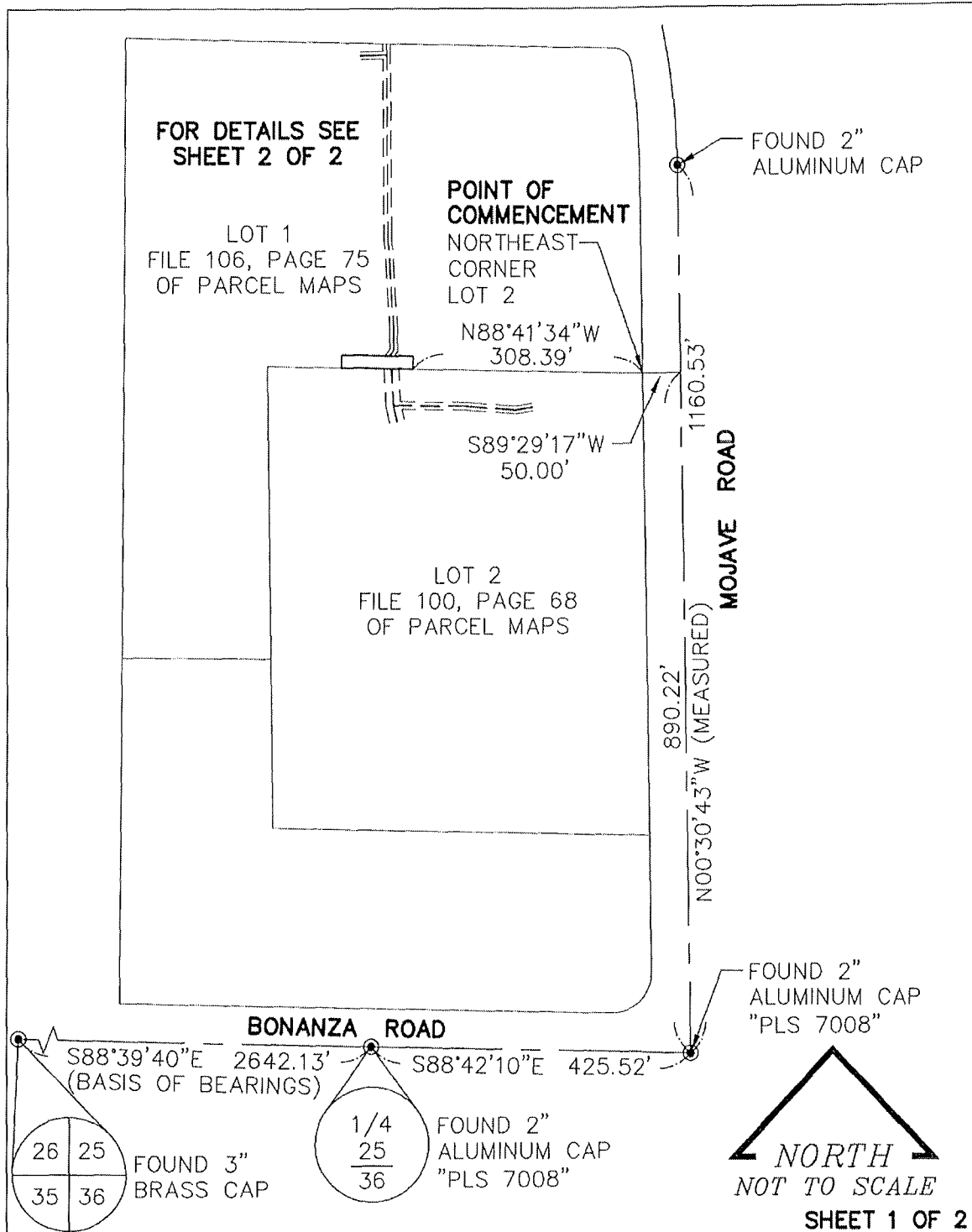


EXHIBIT TO ACCOMPANY LAND DESCRIPTION			
 nvenergy.com	PROJECT:	SEC: 25 T: 20 S., R: 61 E.	DATE: 1-7-09
	REGIONAL ANIMAL CAMPUS	SURVEYOR: RS/DW DRAWN BY: RH CHECKED BY: LYZ	PROJECT ID: 175856

