

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, a municipal corporation of the State of Nevada, on behalf of its Department of Public Works (“**Applicant**”). Utility and Applicant 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) Applicant and Utility are parties to the Design Cost Agreement dated September 2, 2010 (“**Design Cost Agreement**”).
- (D) Applicant proposes to develop the property commonly known as 309 South Valley View Boulevard, Las Vegas, Nevada, 89107, and further described as APN 139-31-602-003. Because the Development conflicts with the Facilities, Applicant has requested that Utility modify a portion of the Facilities currently located at the northeast corner of the Alta Drive and Valley View Boulevard intersection (“**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:

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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 Designs 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 Designs: Utility's Project plans showing the modifications to the Facilities. The Designs approved by the Parties, including Utility's civil improvement plans, substation grounding plans, distribution relocation plans, and transmission guy anchor relocation plans, are attached to this Agreement as Exhibit E.
- 1.5 Development: Applicant's project commonly known as the Valley View at Alta Drive Trail Modification and generally located at the northeast corner of Alta Drive and Valley View Boulevard intersection.
- 1.6 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.
- 1.7 Facilities: Utility's existing communication and electric line systems for the distribution and transmission of electricity commonly known as the Alta-Westside 69 kV transmission line, associated appurtenances, the underbuilt 12 kV distribution facilities, and the improvements for the Alta Substation that are located on the property.

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- 1.8 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.
- 1.9 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.
- 1.10 Improvement Plans: Applicant's set of grading, detail, utility, and traffic drawings attached as Exhibit D to this Agreement.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.

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- 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 unless otherwise specified.
- 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 amended or supplemented) as of the In-Service 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:
- (A) Modify distribution Facilities on the Property:
- (1) Remove existing wood pole structure no. P64768.
 - (2) Replace existing wood pole structure no. P21778 with a new steel pole.
 - (3) Remove existing overhead conductor between pole structure nos. P21778 and P64768 and between pole structure nos. P64768 and P1000176.
 - (4) Install wood pole structure no. P1000176.
 - (5) Install risers at steel pole structure no. P21778 and wood pole structure no. P1000176.
 - (6) Install 60 feet (+/-) of primary distribution underground cable and associated underground facilities between steel pole structure no. P21778 and wood pole structure no. P1000176.
- (B) Modify civil Facilities on the Property:
- (1) Remove 416 linear feet (+/-) of eight-foot high block wall.
 - (2) Install 348 linear feet (+/-) of eight-foot high temporary chain-link fence during construction activities.

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- (3) Install 361 linear feet (+/-) of eight-foot high block wall.
 - (4) Install two (2) new substation gates.
 - (C) Modify the existing Alta Substation grounding grid to accommodate new wall location.
 - (D) Remove and replace guy wires on transmission pole X0156.
 - (E) Prepare as-builts of the modified Facilities.
 - (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 [INTENTIONALLY OMITTED]

3. DESIGN DEVELOPMENT

- 3.1 Preparing Designs. Based on information provided by Applicant and in accordance with Utility's standards, Utility prepared the Designs attached as Exhibit E. Applicant approved the Designs attached as Exhibit E.
- 3.2 Modifying Designs. Notwithstanding Section 16.4, Utility may (in its discretion) modify Exhibit E. These modified Designs will replace the Designs attached as Exhibit E on the Effective Date. Utility will provide Applicant with a copy of the modified Designs 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. Applicant acknowledges that a 70% set of Improvement Plans are attached to this Agreement. By June 1, 2011, 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 before Applicant performs (or begins) any work, enters or encroaches onto Utility's Property Rights, or works near the Facilities.

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- 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 in the form of Utility's standard government authorization letter 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 a private third party, Utility's consent to existing, approved improvements on that property will be documented through Utility's standard transmission use agreement, a copy of which is attached as Exhibit F. If Applicant is acquiring an easement for the modified facilities through private negotiation, Applicant must use commercially reasonable efforts to obtain a transmission use agreement from the third party. However, if Applicant is acquiring an easement for the modified facilities through condemnation, Applicant is not required to obtain a transmission use agreement from the third party.

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. Applicant acknowledges the actual In-Service Date is subject, without limitation, to the following:
- (A) Scheduling of required electrical outages, which may be limited by electric system operational and maintenance requirements, including such things as restrictions against scheduled electric line outages on the electric power

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system, during any year from May 15 through October 15, and other periods as may be determined in the sole discretion of Utility;

(B) Utility's obligations to its other customers to ensure the reliability and safety of its electric system and to adhere to applicable reliability criteria; and

(C) Applicant paying all Costs invoiced in a timely manner.

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 Designs.

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).

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- 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) Purchase Order. Applicant must deliver a purchase order to Utility in the amount of the Estimated Cost. Utility has no obligation to continue or begin any work in connection with this Agreement until after it receives the purchase order from Applicant.
- (C) Modified Purchase Order. At any time after Utility receives the purchase order required by Section 7.1(B), Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility (without liability to Applicant) may stop all work on the Project.
- (D) 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 \$746,310.00 ("**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

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

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- (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.
- 7.9 Applicant's Obligation to Pay Tax Effect. It is Utility's understanding that the modifications to the Facilities are not necessary to support electric load increases and will not be used to provide service to Applicant's Development and that Utility is modifying its Facilities so that Applicant may expand, modify or relocate a public roadway. Utility therefore believes the payments from Applicant to Utility under this Agreement will not subject Utility to income tax liability pursuant to section 118 of the Internal Revenue Code of 1954. Accordingly, Utility has not requested that Applicant advance Utility the Tax Effect. However, if the Internal Revenue Service later determines that Utility – because of the modifications to the Facilities – is subject to such tax liability, Applicant must pay Utility the Tax Effect, including interest and penalties.

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.

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- 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.
- 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.

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- (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 7.9.
- (G) Applicant's obligations under Section 8.3.

The provisions of Section 7.4, Section 7.5, Section 7.6, Section 7.7 and Section 7.8 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.

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- 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.

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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, might 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 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.
- (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 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,

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excerpts, notes and documents derived or generated from the Confidential Information.

- 12.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, “**Third Parties**”). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.
- 12.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility’s counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 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, with all faults” 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.

FACILITIES RELOCATION AGREEMENT

13.2 [INTENTIONALLY OMITTED]

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 11-00003 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:

FACILITIES RELOCATION AGREEMENT

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.

FACILITIES RELOCATION 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.

FACILITIES RELOCATION AGREEMENT

- 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.

NEVADA POWER COMPANY
d/b/a NV Energy

CITY OF LAS VEGAS

By: _____
Herb Goforth
Exec, Tech Services and Support

By: _____
Oscar B. Goodman
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 3/9/11

FACILITIES RELOCATION AGREEMENT

Exhibit A Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Ave. Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10A Las Vegas, NV 89151-0001
Project Manager	Scott Kaufmann
Telephone	(702) 402-2236
Cellular Telephone	(775) 830-1466
FAX	(702) 402-5489
Email	SKaufmann@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	420 North Fourth St. Las Vegas, Nevada 89101
Project Manager	Jeremy Leavitt, P.E.
Telephone	(702) 229-6278
Cellular Telephone	(702) 376-7098
FAX	(702) 464-2586
Email	jeleavitt@lasvegasnevada.gov

FACILITIES RELOCATION AGREEMENT

Exhibit B Estimated Costs

Description	Amount
Distribution Construction Work	
Labor and Overhead	\$ 34,464.00
Material and Overhead	\$ 19,638.00
Trenching (Outside Sources)	\$ 27,697.00
Distribution Construction Subtotal	\$ 81,799.00
Distribution Contingency (50%)	\$ 40,900.00
Distribution Construction Total	\$ 122,699.00
Major Projects Construction Work	
Substation Engineering Construction and Overhead	\$ 874.00
Substation Grounding Removal, Materials, Construction, and Overhead	\$ 43,606.00
Civil Engineering, Construction Coordination, and Overhead	\$ 19,292.00
Civil Block Wall Removals, Materials, Construction, and Overhead	\$ 410,136.00
Transmission Engineering Coordination and Overhead	\$ 736.00
Transmission Guy Anchor Materials, Construction, and Overhead	\$ 2,565.00
Close Out	\$ 2,492.00
Major Projects Construction Subtotal	\$ 479,701.00
Major Projects Contingency (30%)	\$ 143,910.00
Major Projects Construction Total	\$ 623,611.00
Estimated Cost	\$ 746,310.00

FACILITIES RELOCATION AGREEMENT

Exhibit C Project Schedule

[Attached]

Alta Substation Wall Relocation Schedule

Exhibit C

Activity ID	Activity Name	OD	RD
A7 ALTA SUBSTATION WALL RELOCATION			
A7.Proj Mgt.15 AGREEMENTS & CONTRACTS			
A7COM1500	RELOCATION CONTRACTS & AGREEMENTS	177	70
A7COM1520	Facility Relo Agree-Prepare/Approval f/Cont Team	50	34
A7COM1521	Facility Relo Agree -Issued to Customer	24	24
A7COM1522	Facility Relo Agree -Signed/Executed	5	5
A7COM1525	Facility Relo Agree -Pmt Received (or Cancel)	1	1
A7COM1595	Final Audit/True-up	80	80
A7COM1599	Contract #11-00003 Closed	1	1
A7.DS725 DS725 - Alta Sub Wall Relocation		400	296
A7.DS725.31 Civil Design			
A7SUB3100	CIVIL / SITE DESIGN & PERMITTING SUPPORT	118	24
A7SUB3110	Civil / Site Design	108	0
A7SUB3120	Civil Permitting	10	24
A7.DS725.32 Physical Design			
A7SUB3200	PHYSICAL DESIGN - B/G	80	19
A7.DS725.36 Electrical Design			
A7SUB3600	ELECTRICAL DESIGN	0	0
A7.DS725.26 Civil / Structural Construction			
A7SUB2600	CIVIL / STRUCTURAL CONSTRUCTION	46	46
A7SUB2610	Bid & Award Civil / Structural Contract	15	15
A7SUB2625	Relocating Transmission Down Guy	2	2
A7SUB2630	Fencing / Block Walls	30	30
A7SUB2650	Conduit & Grounding	10	10
A7SUB2660	Site Surfacing & Clean-up	5	5
A7.DS725.45 Relay Construction			
A7SUB4560	Substation Facilities In-Service	1	1
A7.DS725.49 Close-out			
A7SUB4300	Construction Closeout	5	5
A7SUB4910	As-Built Process	20	20
A7SUB4940	Substation Construction Complete	0	0
A7.D6200 D6200 - Alta Sub Wall Relocation		242	199
A7.D6200.RW Distribution ROW			
A7DSTA423	DISTRIBUTION ROW	20	0
A7.D6200.DE Distribution Design			
A7DSTA302	DISTRIBUTION DESIGN	97	10
A7DSTDE10	Distribution Design	92	0
A7DSTDE20	Final Design Package	10	10
A7.D6200.TR Distribution Trenching			
A7DST2560	Bid & Award Trenching Contract	15	15
A7DSTA621	Trenching	20	20
A7.D6200.CO Distribution Construction			
A7DSTA357	Distribution Construction	20	20
A7DSTA367	Outage & Tie-in's	2	2
A7DSTCO50	Distribution In-Service Date	1	1
A7.D6200.RM Distribution Removals			
A7DSTA604	Removals	10	10
A7.D6200.CL Close-out			
A7DSTCL10	As-Built Process	10	10
A7DSTCL20	Distribution Construction complete	0	0

FACILITIES RELOCATION AGREEMENT

Exhibit D Improvement Plans

[Attached]

FACILITIES RELOCATION AGREEMENT

Exhibit E Designs

[Attached]

NVEnergy™

ALTA SUBSTATION

ON-SITE BLOCK WALL RELOCATION

NV Energy
LAS VEGAS, NEVADA

PROPERTY OWNED BY LVMWD-SEE BELOW FOR EASEMENT INFORMATION

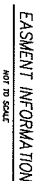
C8 GATE SECTIONS AND DETAILS (2 OF 2)

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL MONUMENT NO. 41401 SITE, BEING A RIGHT-ANGLE PLATE IN THE TOP OF CURB AT THE NORTHEAST CORNER OF ALTA ONE AND VALLEY VIEW BOULEVARD NEAR THE BEGINNING OF CURB RETURN ON ALTA DRIVE.

ELEVATION = 662.061 METERS (NAVD 83)
= 2172.55 U.S. SURVEY FEET (NAVD 83)

THE PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER
OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MDL.

[illegible]

NOT TO SCALE

6226 WEST SAVANNA AVE (MAIL STATION # 104)

LAS VEGAS, NV 89146
CONTACT: SCOTT A. KAUFMAN, P.E.
(702) 402-2235

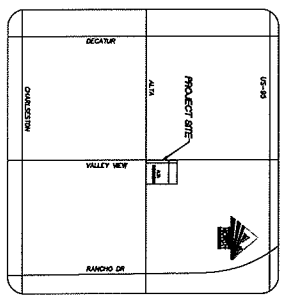
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524	SHEET NO. C1	ALTA SUBSTATION ON-SITE BLOCK WALL RELOCATION
		COVER SHEET

NOTES:
1. CONTRACTOR TO ENSURE THAT ALL POLES AND OTHER FACILITIES ARE PROTECTED AND UNHARMED DURING ALL PHASES OF PROJECT.
2. AT LEAST ONE GUARDRAIL MUST BE AVAILABLE FOR ANY DROPPED CABLES AT ALL TIMES.

GRAPHIC SCALE

(MTEXT)

1 inch = 20 ft.

VICINITY MAP
MIX

- [illegible]

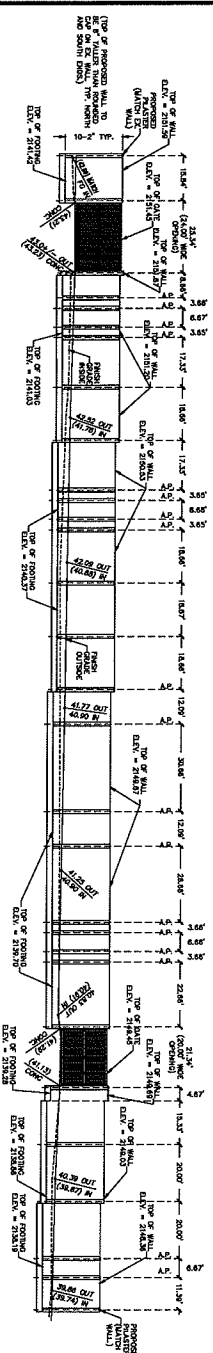
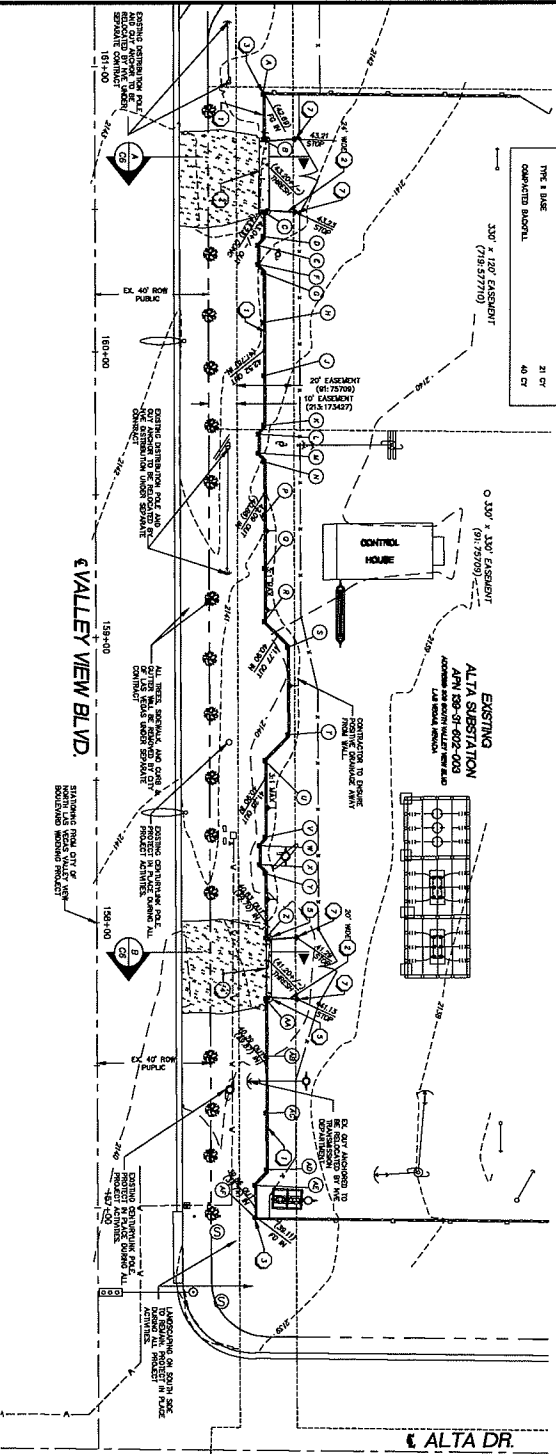
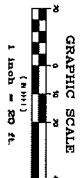
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ISSUED FOR: ☐ REVIEW ☐ BID ☐ CONSTRUCTION

INSTALLED QUANTITIES

DESCRIPTION	QUANTITY
MASSIVE WALL, 12" THICK	30' LF
2" MC DOUBLE SING DATE	1 EA
2" MC DOUBLE SING DATE	1 EA
TYPE 1 BASE	21' LF
COMPLETED MORTAR	45' CY

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



WALL PROFILE DETAIL

CONSTRUCTION NOTES:

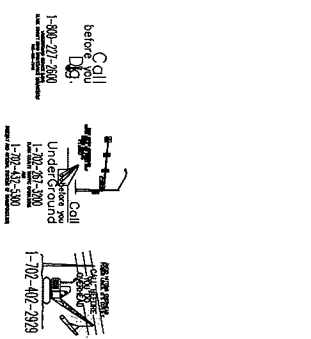
1. INSTALL 12" THICK WALL PER DETAIL ON 10' X 10' CONCRETE PILES.
2. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.
3. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.
4. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.
5. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.
6. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.
7. INSTALL 2" MC DOUBLE SING DATE ON 10' X 10' CONCRETE PILES.

COORDINATE TABLE

NO.	COORDINATE	NO.	COORDINATE
1	62400.00	1	62400.00
2	62400.00	2	62400.00
3	62400.00	3	62400.00
4	62400.00	4	62400.00
5	62400.00	5	62400.00
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ALL COORDINATES REFERENCE THE CENTER OF THE PLASTER.

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



LEGAL DESCRIPTION
THE PART OF THE SOUTHEAST QUARTER OF 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 20 WEST, COUNTY OF CLATSOP, OREGON.

ALTA SUBSTATION ON-SITE BLOCK WALL RELOCATION

WALL PLAN AND PROFILE

6226 WEST SAHARA AVE.
LAS VEGAS, NEVADA 89146

DATE: 12/10/10
CHECKED: 12/10/10
APPROVED: 12/10/10

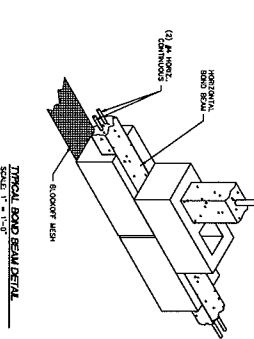
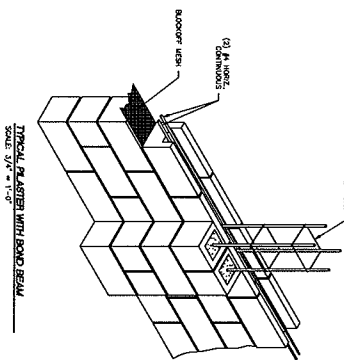
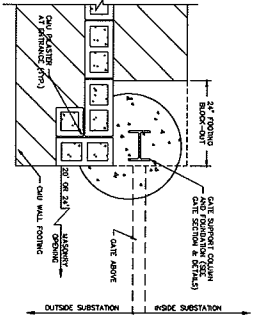
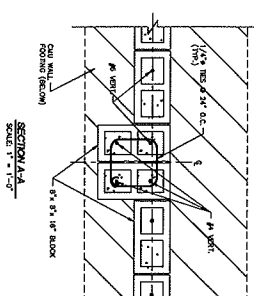
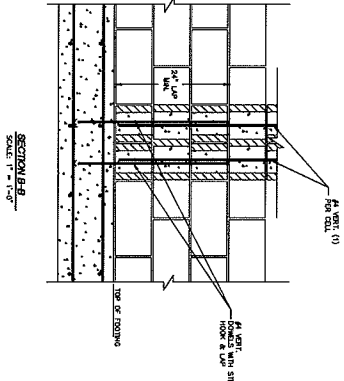
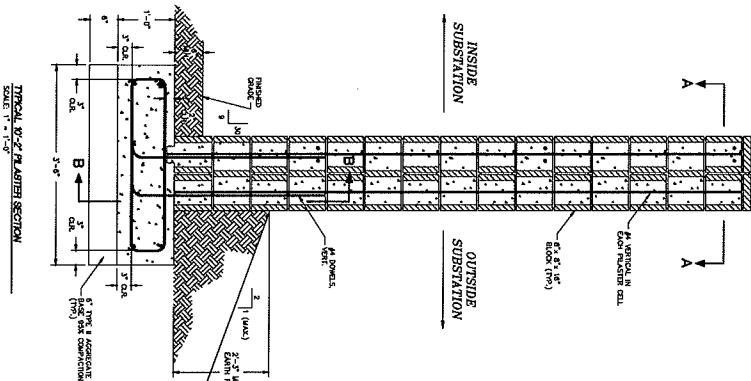
PROJECT NO. C3-WPP
PROJ. ID. D572547ALT

ISSUED FOR: REVIEW, BID, CONSTRUCTION

REVISIONS

NO.	DATE	REV	APPROVAL
1	12/10/10	1	

GEO TECHNICAL INVESTIGATION FOR THIS PROJECT WAS
PERFORMED BY CONVERSE CONSULTANTS DATED OCTOBER
18, 2010 PROJECT # 10-34104-04



- 10'-2" WALL SECTIONS**

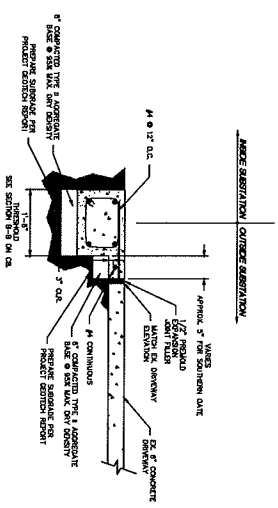
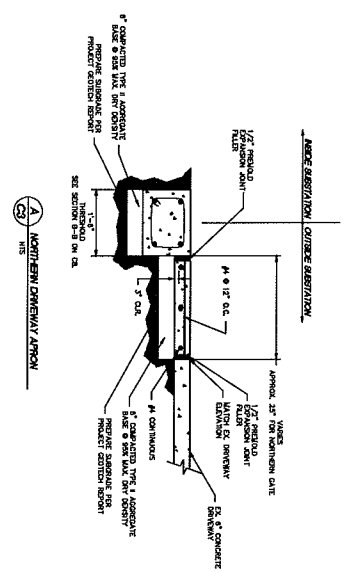
[illegible]

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION

WALL SECTIONS AND DETAILS (1 OF 2)

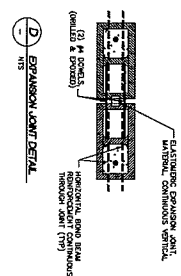
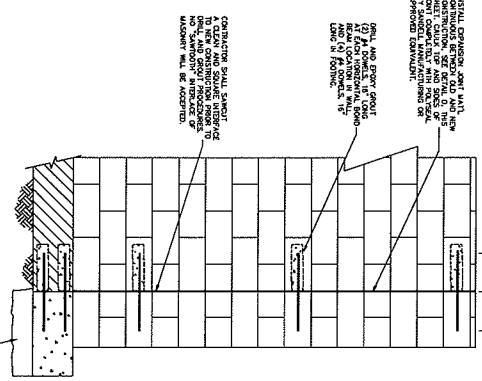

NV Energy
 6226 WEST SARAH AVE.
 MAIL STOP #10
 LAS VEGAS, NEVADA 89146
 DWG. NO. CS-DTL
 PROJ. I.D. DS25A7ALT
 DRAWN DEC. 2010 HD
 CHECKED DEC. 2010 SJR
 APPROVED

[illegible]



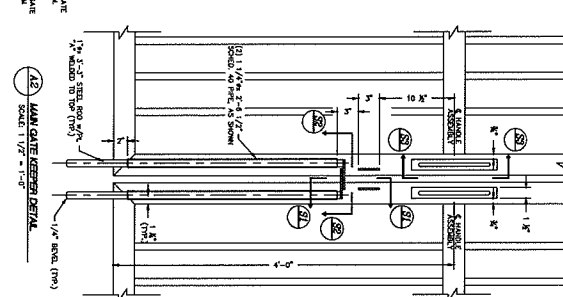
NOTE:
1) 3/4\"/>

1. CONCRETE SHALL BE TYPE V, 4000 PSI, MIN.
2. CONCRETE SHALL BE TYPE V, 4000 PSI, MIN.



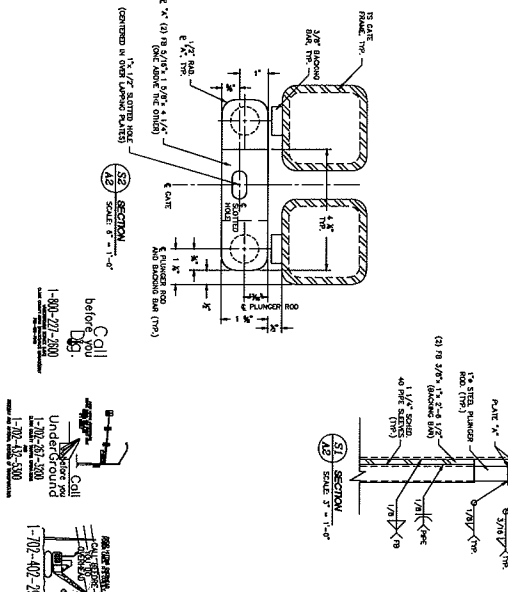
before
Coll
1-800-271-2000
Underground
Coll
1-702-407-2929

ALTA SUBSTATION ON-SITE BLOCK WALL RELOCATION				6226 WEST SAHARA AVE. LAS VEGAS, NEVADA 89146				BY: _____ DATE: _____ REV: _____ APPROVAL: _____		Revisions	
DWG. NO. CS-DET PROJ. I.D. 05725A7ALT		DRAWN: _____ CHECKED: _____ APP'D: _____		DEC. 2010 DEC. 2010		NO SAK		Proj. ID		Revisions	



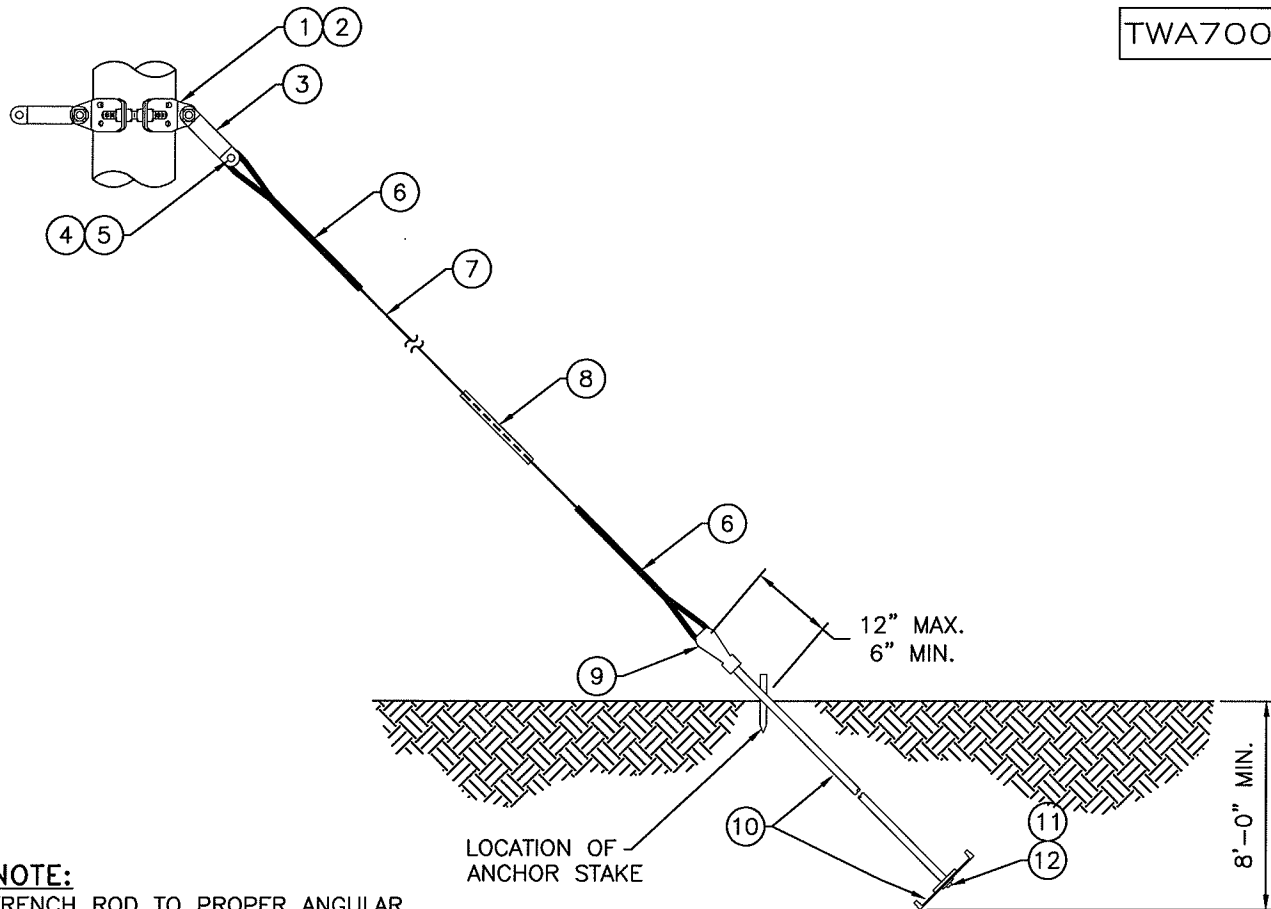
NOTE: 1. ALL GATE FRAME MEMBERS TO BE FILET OR BUTT WELDED AND GROUND SMOOTH.

2. FINISH WITH 1 EL. SHEPPARD WILLY'S XOM KROMK UNIVERSAL PRIMER AND 1 EL. SHEPPARD WILLY'S INDUSTRIAL FINISH.





TWA700A



BILL OF MATERIALS

ITEM	STOCK NUMBER	STD. BOOK PAGE	DESCRIPTION	QTY
(1)	130179	MB-6	Pole Band, Heavy Duty, 13"-16" Dia.	1 ea
(2)	131671	MS-1	Screw, Lag 1/2" x 4 1/2"	8 ea
(3)	131444	MC-6	Connecting Links	2 pr
(4)	131653	MS-7	Sheave Wheel	1 ea
(5)	130513	MB-4	Bolt, Machine, 7/8" x 3" w/Cotter Pin	1 ea
(6)	131405	MG-3	Guy Grip, for 7/16" EHS Guy Wire	2 ea
(7)	131962	MW-2	Guy Wire, 7/16" EHS	A/R
(8)	131418	MM-2	Marker, Guy, Standard	1 ea
(9)	131455	MA-3	Triple Eye, Galvanized, for 1" Rod	1 ea
(10)	130046	MA-3	Anchor Rod, 1" x 10' Cu & 1/4" x 24" Disc	1 ea
(11)	130072	MA-3	Flanged Cap Nut, Extra Heavy, 1"-8 UNC2	1 ea
(12)	130086	MA-3	Plastic Insulating Washer, 1"	1 ea

DRAWING INFO.

DRAWN	12/7/00	MRH
DESIGNED	12/7/00	VLB
CHECKED	12/8/00	BTO
APPROVED	12/9/00	BTO
	DATE	BY
REV. 1	12/20/10	BDP



DOWN GUY AND ANCHOR ASSEMBLY

Exhibit E

SHEET: 1 OF 1

DWG. NO.: TWA700A

G:\TRANSCAD\STD-ASSY\TWA700A.DWG

FACILITIES RELOCATION AGREEMENT

Exhibit F Transmission Use Agreement

[Attached]

APNs:

When recorded, mail to:
Land Services
NV Energy
PO Box 98910 MS 9
Las Vegas, Nevada 89151-0001

TRANSMISSION USE AGREEMENT

This Transmission Use Agreement ("Agreement"), is made and entered into this ____ day of _____, 20____, by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy, with offices located at 6226 W. Sahara Ave. Las Vegas, NV 89146 ("NV Energy") and _____ ("Owner"). From time to time, Owner and NV Energy may be individually referred to herein as a Party and collectively as the Parties.

Owner certifies that it is the legal owner of the property identified on Exhibit A attached hereto, lying within the _____ Quarter (¼) of Section __, Township __ South, Range __ East, M. D. M. Clark County, Nevada, presently known as: Assessor's Parcel Numbers _____, inclusive, (the "Property").

NV Energy holds an easement recorded _____ in Book _____ as Document No. _____, Official Records, Clark County, Nevada ("Easement Area") in, upon and over which NV Energy electric system and communication facilities are located.

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.

NV Energy hereby consents to the improvements and activities described in Section 3 below subject to the terms and conditions contained in this Agreement.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

- 1 Owner acknowledges that NV Energy's facilities may be dangerous to property and life, and therefore agrees to comply with the requirements in this Agreement. Further, Owner will report to NV Energy any known incident of unauthorized contact, hazards, vandalism or trespass that affect or may affect NV Energy's facilities.
- 2 Owner must comply with the following:
 - 2.1 Owner must comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.
 - 2.2 Owner must not stockpile materials and/or equipment under lines.
 - 2.3 Owner must maintain a 40'x40' square of vacant and accessible area on one side of "tangent" structures (STD-D4) and a 40'x40' square of vacant and accessible area around "dead-end" structures (STD-D3) to allow NV Energy access for maintenance purposes, as shown in Exhibit _____.
 - 2.4 Owner must install pole bollards (STD-D1) if parking is allowed within 10 feet of any transmission structure as shown in Exhibit _____ if required.

- 2.5 Owner, at its expense, must maintain the Easement Area that is within the Property.
- 2.6 Before conveying fee simple interest to all or a portion of the Property, Owner must provide the future property owner with a copy of this Agreement and the NV Energy easements identified above.
- 3 In addition, Owner must construct and maintain the improvements in the Easement Area in accordance with the detailed designs that are attached as Exhibits A-, A- , A- , and A- to this Agreement and incorporated herein by reference:
 - 3.1 NV Energy approves the installation of _____ (Exhibits A-2, A-3, A-4). The maximum height of these items must not exceed _____, as shown in Exhibit A-1.
 - 3.2 NV Energy approves the installation of _____
 - 3.3 NV Energy advises to always Call Before You Crane (702) 402-2929 when working near overhead powerlines.
- 4 The following activities/uses of the Property within the Easement Area, for safety and liability reasons, are typically not allowed, certain specific exceptions may be noted in Section 3:
 - 4.1 Parking and storage of vehicles exceeding 8' in height.
 - 4.2 Covered parking.
 - 4.3 Metallic fences and structures.
 - 4.4 Block walls.
 - 4.5 Trash enclosures.
 - 4.6 Buildings or structures and free standing signs.
 - 4.7 Swimming pools.
 - 4.8 Pine and palm trees.
 - 4.9 Elevation or grade changes.
 - 4.10 Obstructions that limit NPC's access to its facilities.
- 5 Owner must not make additional uses of or add other improvements within the Easement Area that are not identified in Section 3 above until after Owner and NV Energy execute and record a new transmission use agreement in the form substantially similar to this Agreement.
- 6 This Agreement continues in effect for perpetuity, and constitutes a covenant running with the land, provided, however, that nothing contained in this Agreement may be construed as a conveyance by either Party of the Party's respective rights in the Easement. The Agreement binds and inures to the benefit of the respective heirs, successors, personal representatives, and assigns of the Parties.
- 7 If any person, governmental agency, or other entity which is not a party to this Agreement commences any proceedings or makes any claim against NV Energy which is based upon or arises out of this Agreement, then Owner will defend, indemnify and hold harmless NV Energy from the proceedings or claim to the extent of Owner's wrongful conduct.
 - 7.1 This obligation to defend, indemnify and hold harmless, includes, but is not limited to the following matters:

- 7.1.1 Personal injuries or loss of life;
 - 7.1.2 Damage or loss to real or personal property;
 - 7.1.3 Hazardous waste or environmental liability; and
 - 7.1.4 Citations, fines, taxes, assessments, or related matters from any governmental authority including, but not limited to, OSHA, the EPA, and the IRS.
 - 7.2 NV Energy must notify Owner of the proceedings or claim within a reasonable period of time after it has received actual notice of the proceedings or claim. The Parties will take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.
 - 7.3 If a proceeding is commenced against NV Energy which is based upon or arises out of this Agreement, then NV Energy is entitled to make the Owner a party to the proceeding for the purpose of enforcing the terms and conditions of this Section.
 - 7.4 The obligations contained in this Section survive termination of this Agreement.
- 8 Any dispute or cause of action between the Parties to this Agreement, including, but not limited to, contract issues, tort issues, equity issues and interpretation of laws or regulations, must be resolved as follows:
- 8.1 Preliminary Injunctions and Temporary Restraining Orders may be sought through any proper court. After considering an application for a Preliminary Injunction and/or Temporary Restraining Order, the court may either grant the relief sought and then submit the matter to an arbitrator for final determination or submit the entire matter to an arbitrator for determination.
 - 8.2 All other relief, including, but not limited to, damages will be determined by final and binding arbitration using the American Arbitration Association in accordance with its Commercial Arbitration Rules, in effect at the time of the arbitration. Any award or determination rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof.
- 9 If NV Energy desires access to its facilities for any reason and at any time, then Owner must take all necessary actions to provide such access, including without limitation, removal of vehicles and locks. If Owner fails to comply with the requirements of this Section, NV Energy is entitled to take any action it deems necessary, in its sole judgment, to access the facilities without liability to Owner and Owner will promptly reimburse NV Energy for any related costs.
- 10 NV Energy is entitled to terminate this Agreement upon a minimum of sixty (60) days prior written notice to Owner, without default, in the event that:
- 10.1 NV Energy, in its sole judgment, determines that any use of Property within the Easement Area is not in accordance with this Agreement; or that
 - 10.2 Existing approved uses endanger the safe and reliable construction, operation or maintenance of its facilities.

11 Any notices under this agreement must be addressed to the appropriate Party as follows:

NV Energy	Owner
Land Services P.O. Box 98910 MS 9 Las Vegas, NV 89151-0001	

Owner must include a reference to project # _____ in any such notice.

IN WITNESS WHEREOF, the Parties execute this Agreement.

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

By: _____

Name: James R. Saavedra

Title: Director of Land Services

State of Nevada)
) ss
County of Clark)

This instrument was acknowledged before
me on _____, 20
by James R. Saavedra as Director of Land
Services of Nevada Power Company.

By: _____

Name: _____

Title: _____

State of _____)
) ss
County of _____)

This instrument was acknowledged before
me on _____, 20 by
_____ as
_____ of. _____
_____.

Notary Public Signature and Seal

Notary Public Signature and Seal

EXHIBITS A- , A- , A- , A- , are on file in the Land Services Department of Nevada Power Company,
d/b/a NV Energy.

EXHIBIT A

FACILITIES RELOCATION AGREEMENT

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.

FACILITIES RELOCATION AGREEMENT

- (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.