

APN: 161-10-701-001 and 161-10-701-014

Recorded For:
Southern Nevada Water Authority
Land Acquisition and Management (M/S 95)
P.O. Box 99956
Las Vegas, Nevada 89193-9956

SOUTHERN NEVADA WATER AUTHORITY EASEMENT OCCUPANCY PERMIT

Lateral Name: East Valley Lateral
SNWA Contract No.: 130-A
Station No.: 22+00- 52+00
SNWA DPR File No.: 2009-0143C
Assessor's Parcel No.: 161-10-701-001 and 161-10-701-014

THIS PERMIT, made this _____ day of _____, _____, between the **CITY OF LAS VEGAS** (Permittee), and the **SOUTHERN NEVADA WATER AUTHORITY** (SNWA), a political subdivision of the State of Nevada.

WITNESSETH:

SNWA hereby agrees to allow the occupancy of improvements as shown on SNWA-approved plans entitled as, Water Pollution Control Facility Solar Photovoltaic Project, hereinafter called "Facility", within the SNWA easement for the SNWA facility referenced above, conditioned upon the Permittee's agreement and compliance with the following requirements:

- (a) This Permit does not grant any right, privilege, or interest in the land. The Permittee is responsible for obtaining any necessary land rights from the underlying fee owner.
- (b) This Permit is only valid provided the Facility is constructed, operated, and maintained in conformance with the SNWA-approved plans. Any relocations, changes, or upgrades require additional concurrence by SNWA.

- (c) Permittee agrees to alter or relocate its Facility, at no cost to SNWA, to accommodate modifications of SNWA's facilities.
- (d) The construction, reconstruction, maintenance, removal, and use of the Facility shall at no time and in no way whatsoever interfere with the operation and maintenance of SNWA facilities.
- (e) This Permit is granted pursuant to and in compliance with the authorization and criteria provided in SNWA Resolution 99-003.
- (f) Permittee shall notify SNWA at least 48 hours prior to commencing installation of the Facility to permit inspection by SNWA. SNWA retains the right to suspend or terminate the Permittee's activities if construction deviates from the conditions, covenants and restrictions of this permit.
- (g) Prior to commencement of construction of any portion of the Facility, it is the Permittee's responsibility to determine the exact location of existing SNWA facilities. An excavation, if required, shall be made in the presence of SNWA authorized personnel. Costs incurred for the excavation shall be the sole responsibility of the Permittee.
- (h) The Facility shall not alter the existing gravity drainage from SNWA's easements during or after construction. No new concentration of surface or subsurface drainage shall be directed onto or under SNWA's easement without adequate protection of SNWA facilities. All drainage alterations must be approved by SNWA.
- (i) Permittee agrees to abide by and comply with all applicable Federal, State, and Local laws and building and safety codes.
- (j) Each party retains the rights provided under Nevada law to seek indemnification and contribution from the other for any loss, damage, liability, cost or expense caused by the actions or inactions of the employees, consultants, contractors, or agents of the other party hereto. Neither party waives the conditions and limitations of Chapter 41 of the Nevada Revised Statutes.
- (k) Permittee assumes all risk of property damage and injury caused by Permittee's construction, reconstruction, operation, maintenance, removal, or use, within the SNWA easement and pursuant to the terms of this permit, present or future, regardless of when the damage or injury occurs or is detected.

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- (l) Permittee shall obtain the written approval of SNWA before installing any landscaping, unless a part of this Permit.
- (m) Exceptions to the Utility Separation Guidelines under this Permit: None.
- (n) This Permit shall be binding on the successors or assigns of Permittee and SNWA. This Permit runs with the land and is binding upon and inures to the Permittee and their heirs, officers, employees, agents, and contractors.
- (o) By signing this Permit, you agree to the terms and conditions provided herein and if you are entering into this Permit on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

Terms of Permit Agreed To:

Date _____

Title

State of Nevada)
) ss
County of Clark)

Approved as to form

John S. Ridilla 2/17/14
John S. Ridilla Date
Deputy City Attorney

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that _ he _ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

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Permit Approved By:

**SOUTHERN NEVADA WATER AUTHORITY,
a political subdivision of the State of Nevada**

Leanne L. Miller, P.E.
Project Manager

XXX:xx