

APN: 139-34-501-003; 139-34-501-020

WHEN RECORDED MAIL TO:

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

GRANT OF EASEMENT

CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada, ("Grantor") for One Dollar (\$1.00) and other good and 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 properties described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("Easement Areas");
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Areas;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Areas; 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 Areas 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 Areas.

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

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RW# 0011-2012yb

Proj. # RV0138-2011

Project Name: Stewart Ave City Hall and Parking Garage Relinquishment

Reference Document: 973:780890 and 656:527812

GOE-CLV_DIST

government entity, it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain and use the Easement Areas 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 Areas 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.

GRANTOR:

CITY OF LAS VEGAS ("City")

ATTEST:

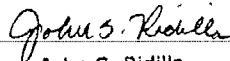
By: _____
CAROLYN G. GOODMAN, MAYOR

By: _____
BEVERLY K. BRIDGES, MMC
City Clerk

City Council Approval Date:

APPROVED AS TO FORM:

Date

 1/23/12
John S. Ridilla
Deputy City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2012 by Carolyn G. Goodman, as **Mayor** of the **City Of Las Vegas**.

Notary Public in and for said County and State.
My commission expires: _____

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2012 by Beverly K. Bridges, MMC as **City Clerk** of the **City Of Las Vegas**.

Notary Public in and for said County and State.
My commission expires: _____

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