

APN(s): 139-23-211-004
139-23-211-005
139-23-211-068
139-23-211-069

WHEN RECORDED MAIL TO:

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

GRANT OF EASEMENT

City of North Las Vegas, a municipal corporation (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of themselves and their successors and assigns, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and 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, and other equipment, fixtures, apparatus, and improvements (“**Underground Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. 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 Underground Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground 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 3 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

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GOE-CNLV DESIGN (Rev. 8/2016)

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 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 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.

GRANTOR:

City of North Las Vegas, a municipal corporation

By:
Title:

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2023 by
_____ as _____ of the City of North Las Vegas.

Signature of Notarial Officer

Print Name: _____

Notary Commission #: _____

Commission Expires: _____

Notary Seal Area →

Exhibit A

Those parcels of land, situated in the City of North Las Vegas, County of Clark, State of Nevada, located within the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 20 South, Range 61 East, M.D.M., as shown on that certain map of WILLIAMS THIRD ADDITION on file in Book 3, Page 10 of Plats, recorded June 21, 1950 in Book 3, as Instrument No. 347779, Official Records, Clark County, Nevada, described as follows:

Lots Four (4), Five (5), Six (6) and Seven (7) in Block Four (4) of said Subdivision.

EXCEPTING THEREFROM the parcel dedicated to City of North Las Vegas for road purposes by "Grant Deed – Deed of Dedication" recorded November 21, 2016 in Book 20161121, as Instrument No. 02195, Official Records, Clark County, Nevada.

FURTHER EXCEPTING THEREFROM the parcel dedicated to City of North Las Vegas for road purposes by "Grant Deed – Deed of Dedication" recorded July 8, 2008 in Book 20080708, as Instrument No. 04309, Official Records, Clark County, Nevada.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with **Nevada Power Company Project ID #3009487986**.

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