

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE UTILITY EASEMENT

THIS INDENTURE WITNESSETH: that the _____, a _____ (the "**Grantor**"), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby reserve and convey a non-exclusive easement in favor of Central Telephone Company d/b/a CenturyLink, a Delaware corporation ("**Grantee**") across, under, over and in that certain real property described in Exhibit A, attached hereto and incorporated by reference (the "Easement Area") to construct, operate, add to, modify, maintain, repair, expand, replace and remove communication facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables, and other necessary fixtures and appurtenances ("Utility Facilities").

The Grantor reserves all rights not specifically granted to the Grantee herein, including, without limitation, the right to use the Easement Area for its own purposes so long as Grantor's use does not materially interfere with the rights granted in this Non-Exclusive Utility Easement. The Grantee shall defend, indemnify and hold harmless the Grantor, and its officers, agents and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the Grantor suffers, or its officers, agents or employees suffer, to the extent arising out of, the negligent or intentional acts or omissions of the Grantee, its employees, contractors, subcontractors, agents, representatives and employees arising from or related to Grantee's exercise of rights granted by this instrument, except to the extent caused by the Grantor's negligent or intentional actions or omissions.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately caused by Grantee constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property owned by Grantor. Grantee further agrees that, if Grantee performs work that damages the Easement Area, Grantee will restore the Easement Area to its condition immediately preceding Grantee's work. This paragraph does not apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions.

Grantor will not erect any structure or plant trees or other vegetation within the Easement Area and will not alter the surface or subsurface of the Easement Area or the ground immediately adjacent within _____ feet to the Easement Area by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Area and will defend title to the Easement Area against all claims. Grantee will have no responsibility for environmental contamination in the Easement Area unless caused by Grantee.

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THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:

[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: Deputy District Attorney

GRANTEE:

CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____ as
_____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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APN(s): []

WHEN RECORDED MAIL TO:

RIGHT OF ENTRY

_____, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants permission to Central Telephone Company d/b/a CenturyLink, a Delaware corporation ("**Grantee**"), its successors and assigns, to exercise the right:

1. to enter in and upon Grantor's land described, described in **Exhibit "A"** hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, repair, expand, replace, and remove communication facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables, and other necessary fixtures and appurtenances as delineated and drawn on the plans attached hereto as **Exhibit "B"** and made a part hereof ("**Utility Facilities**") in, over, under, across and upon the Project Area, as well as conduct surveys and testing of the Project Area for Grantee's Utilities Facilities;
2. of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
3. of ingress of vehicles and Grantee's employees, contractors and subcontractors and the egress of vehicles and Grantee's employees, contractors and subcontractors to and from the Project Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Project Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance and repair of the Utility Facilities in the Project Area.

Grantee will be responsible for any damages, proximately caused by Grantee in negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property owned by Grantor. Grantee further agrees that, if Grantee performs work that damages the Project Area, Grantee will restore the Project Area to its condition immediately preceding Grantee's work. 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.

Grantee may use the Utility Facilities to provide service to [Grantor only] [any of its customers]. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements - except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within five (5) feet of the Utility Facilities without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Project Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein.

Upon completion of construction of the Utility Facilities and within thirty (30) days after Grantee provides the Grant of Easement form attached hereto as **Exhibit "C" ("Grant of Easement")** to Grantor, Grantor will execute the Grant of Easement containing the specific description of the area of the perpetual easement being conveyed to Grantee within the Project Area. However, the Grant of Easement will not include property within the public right of way located in the Project Area that is dedicated or deeded in favor of the County of Clark on the date it executes this Right of Entry. If Grantor requests in writing that the legal description for the Grant of Easement be based on an as-built survey, Grantee must prepare the legal description and drawing for the Grant of Easement. Upon recording of the Grant of Easement, it will replace and supersede this Right of Entry.

[Signatures appear on the following page]

SAMPLE

GRANTOR:

[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: Deputy District Attorney

GRANTEE:

**Central Telephone Company d/b/a CenturyLink,
a Delaware corporation**

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____ as
_____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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SAMPLE

Exhibit "A"
Legal Description of Project Area

SAMPLE

Exhibit "B"

Project Plans

SAMPLE

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE UTILITY EASEMENT

THIS INDENTURE WITNESSETH: that the _____, a
_____ (the "Grantor"), in consideration of One Dollar (\$1.00) and other valuable
consideration, receipt of which is hereby acknowledged, does hereby reserve and convey a non-exclusive easement in
favor of Central Telephone Company d/b/a CenturyLink, a Delaware corporation ("Grantee") across, under, over and
in that certain real property described in Exhibit A, attached hereto and incorporated by reference (the "Easement
Area") to construct, operate, add to, modify, maintain, repair, expand, replace and remove communication facilities
as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads,
markers, pedestals, junction boxes with wires and cables, and other necessary fixtures and appurtenances ("Utility
Facilities").

The Grantor reserves all rights not specifically granted to the Grantee herein, including, without limitation, the right
to use the Easement Area for its own purposes so long as Grantor's use does not materially interfere with the rights
granted in this Non-Exclusive Utility Easement. The Grantee shall defend, indemnify and hold harmless the Grantor,
and its officers, agents and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions,
judgements, reasonable attorneys' fees, and court costs which the Grantor suffers, or its officers, agents or employees
suffer, to the extent arising out of, the negligent or intentional acts or omissions of the Grantee, its employees,
contractors, subcontractors, agents, representatives and employees arising from or related to Grantee's exercise of
rights granted by this instrument, except to the extent caused by the Grantor's negligent or intentional actions or
omissions.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately caused by Grantee
constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by
Grantor and to any tangible personal property owned by Grantor. Grantee further agrees that, if Grantee performs
work that damages the Easement Area, Grantee will restore the Easement Area to its condition immediately preceding
Grantee's work. 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.

Grantor will not erect any structure or plant trees or other vegetation within the Easement Area and will not alter the
surface or subsurface of the Easement Area or the ground immediately adjacent to the Easement Area by grading or
otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Area and will defend title to the Easement Area against
all claims. Grantee will have no responsibility for environmental contamination in the Easement Area unless caused
by Grantee.

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THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: **Deputy District Attorney**

GRANTEE:
CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)ss

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

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GRANTER'S ACKNOWLEDGEMENT
Exhibit "A"

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____
at _____
of _____

WITNESS my hand and official seal

Place Notary Seal Above

Notary Public

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SAMPLE



Special Construction Proposal

Contract No. _____
Job Authorization No: _____
CTL Affiliate: _____

Date: _____	Work Location: _____
Billing Address: _____	
Customer: _____	
Attention: _____	

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Advance Payment (required before work begins): _____

Total Charges: _____

For the Work performed hereunder, Customer will be responsible for the actual charges incurred. The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of estimated amounts shall be paid by Customer within thirty days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due to Customer, if any, shall be refunded as required by applicable tariff. All past due, undisputed amounts due from Customer to Company will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Company or Customer, but excluding any taxes based on Company's net income.

For **Governmental Customers only**, Company will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with the applicable state and/or federal laws.

*The Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a pre-service request for cell site provisioning. This Proposal shall be deemed withdrawn by Company if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

CenturyLink

Authorized Signature: _____
Name Printed/Typed: _____
Title: _____
Date: _____

Customer

Authorized Signature: _____
Name Printed/Typed: _____
Title: _____
Date: _____

BUILDING ACCESS AGREEMENT

This Building Access Agreement ("Agreement") is made and entered into as of the "**Effective Date**" (as defined below) by and between **INSERT LICENSOR'S NAME** ("Licensor") and CenturyLink Communications, LLC and its affiliates ("Licensee").

BACKGROUND:

Licensor represents and warrants that it owns that certain real property having an address of **INSERT PROPERTY ADDRESS** ("Property"), and owns the building located on the Property ("Building"). Licensor is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Licensor and Licensee agree as follows:

1. License. Licensor grants Licensee a license ("License") to provide communications services to its customers and tenants and occupants of the Building. This grant of License permits Licensee, its employees, agents, contractors, and affiliates a non-exclusive right to install, access, operate, repair, maintain, upgrade, and remove its fiber optic and/or coaxial cables and related equipment (collectively the "Equipment") for the provisioning of communications services to the tenants and occupants located at the Building. This grant includes the right to install the Equipment under and across the real property from the edge of the property line of the Building to and throughout the Building in a manner approved by Licensor, which approval shall not be unreasonably withheld or conditioned. Licensor grants Licensee the right of reasonable ingress and egress over and across the Property to access such Equipment. This License also extends to Licensee's non-exclusive right to use any conduit previously installed by Licensor, to the extent space is available therein and subject to Licensor's approval. Licensee will have exclusive use of any conduit it installs on the Property. Licensee shall obtain separate permission from individual tenants to access any tenant-occupied areas in the Building.

2. Construction. Prior to the commencement of any work on the Property (including periodic installation of the Equipment), Licensee will, at its expense, prepare and deliver to Licensor plans describing all proposed work for Licensor's approval, which approval shall not be unreasonably delayed, conditioned, or withheld. By entering this Agreement, Licensor grants such approval for any plans that may be attached hereto as of the Effective Date. Licensee will: (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; (c) repair any damage to the Building caused by Licensee's installation or operation of the Equipment, ordinary wear and tear excluded; and (d) obtain prior to the commencement of any work all federal, state and municipal permits, licenses, and approvals required in connection with such construction and work. In the event any mechanics' or materialmen's liens or other encumbrances that are caused by or result from any work performed or materials furnished by or at the request of Licensee are placed upon the Building or Property during the Term of this Agreement, Licensee shall at its own expense, cause the same to be discharged of record or bonded around within thirty business days after Licensee receives written notice from Licensor of the filing thereof.

3. Equipment. All risk associated with the Equipment will be borne by Licensee. Licensor will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity, or willful misconduct of Licensor, its employees, or agents. Licensor agrees that neither it nor anyone acting by or under the authority of Licensor shall tamper with, make alterations to, or remove Equipment without the prior written consent of Licensee. All parts of the Equipment shall be and shall remain the personal property of Licensee.

4. Relocation of Equipment. If at any time during the Term of this Agreement Licensor requires the relocation of the Equipment, it shall be at Licensor's sole cost and expense and the substitute space must be as suitable for Licensee's operations in the Building as is the space from which Licensee is to be relocated. Should such request be made by Licensor, Licensee reserves the right to terminate this Agreement upon written notice to Licensor within 10 business days of receipt of Licensor's request.

5. Termination. Subject to termination pursuant to section 9, below, this Agreement will remain in full force and effect until modified or amended by written agreement of the parties.

6. Notice. Whenever any notice or other communication (collectively, "Notice") is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Licensor:

If Notice to Licensee:

CenturyLink
Attn: Building Access Department
1025 Eldorado Blvd. 31-D, 16-A
Broomfield, CO 80021

With a copy for default notices only:

CenturyLink
931 14th Street
Denver, CO 80202
Attn: Law Department

Notice will be deemed effective upon actual receipt or refusal of delivery. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

7. Indemnification and Waiver. Licensee will indemnify, defend, and hold Licensor harmless from and against any and all third party loss, cost, liability, claim, damage, and expense of whatever kind, including reasonable attorneys' fees and court costs (collectively, "Damages") to the extent such Damages arise from Licensee's breach of this Agreement or Licensee's negligence or willful misconduct; provided, however, that Licensee shall not be obligated to indemnify, defend, or hold Licensor harmless to the extent any claim arises out of or in connection with any breach by or negligence of Licensor. Licensor will indemnify, defend, and hold Licensee harmless from and against any and all Damages to the extent such Damages arise from Licensor's breach of this Agreement or Licensor's negligence or willful misconduct. Neither party shall be liable to the other party for any consequential, special, or punitive damages. The provisions of this Section will survive termination of this Agreement.

8. Insurance. Without limiting the liabilities or indemnification obligations of Licensee, Licensee will, at all times during the Term, carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Building is located: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this Agreement is being performed including Employer's Liability insurance with limits not less than \$1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000) covering personal injury, bodily injury, death, property damage, products/completed

operations and contractual liability; (c) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property. At all times during the Term, Licensor will carry and maintain at its expense "All Risk" property insurance covering the Building and its equipment in amounts not less than their full replacement cost, as well as commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Licensor, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Licensor, subject to the indemnification provisions of this Agreement. Prior to Licensee commencing any work under this Agreement, Licensee will make available to Licensor evidence of the insurance required herein. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

9. Breach. If either party breaches any term or condition of this Agreement, the non-breaching party shall provide written notice specifying the nature of the breach to the breaching party. If the breaching party has not cured the breach within 30 days after receipt of the notice, the non-breaching party shall have (in addition to any other rights and remedies it may have at law or in equity) the right to terminate this Agreement upon ten days written notice to the breaching party, unless the breach cannot reasonably be cured within such 30 day period, then the breaching party shall have such additional time to cure as is reasonable before the non-breaching party can pursue its rights and remedies, provided the breaching party has commenced the cure within said 30 day period and diligently prosecutes the cure to completion.

10. Force Majeure. Neither party shall be liable for any breach or failure to timely perform any of its obligations under this Agreement if such party is prohibited or precluded from performing due to fire, theft, casualty, flood, earthquake, storm, lightning, natural disaster, physical calamity, acts by a public enemy, injunction, riot, labor dispute, strike, insurrection, war, act of terrorism, court order, order from a government agency, Act of God, or any other reason, whether or not similar to the foregoing, beyond the party's reasonable control, but excluding such party's financial inability or fault or negligence.

11. Miscellaneous. (a) Either party may assign this Agreement with 30 days notice to the other party, and the Agreement shall be binding upon the parties' respective successors and assigns; (b) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified or amended except in a writing signed by all of the parties; (c) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Building is located; (d) In the event of litigation, the prevailing party shall be entitled to recover its reasonable costs, including reasonable attorney fees, from the other party, and (e) Licensor will notify Licensee in writing of the sale or other transfer of the Building at least thirty (30) days prior to closing of the sale or other transfer.

12. Counterparts, Facsimile and Electronic Mail Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

13. **Effective Date.** This Agreement is effective **[INSERT DATE]**, 2021.

IN WITNESS WHEREOF, the parties duly execute and agree to be bound by this Agreement as of the Effective Date by the signatures of their authorized representatives below.

“Licensee”

CenturyLink Communications, LLC

By: _____

(signature)

Name: _____

(print name)

Title: _____

(print title)

Date: _____

“Licensor”

[INSERT NAME OF LICENSOR]

By: _____

(signature)

Name: _____

(print name)

Title: _____

(print title)

Date: _____

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE GRANT OF EASEMENT

_____, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Cox Communications Las Vegas, Inc., a Delaware corporation ("**Grantee**"), its successors and assigns, a perpetual right and non-exclusive easement ("**Non-Exclusive Easement**" or "**Easement**"): _____

1. to construct, operate, add to, modify, maintain, and remove cable television, broadband, information and telecommunication facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances ("**Utility Facilities**"), in, under, over, and through the property described in **Exhibit "A"** hereto and by this reference made a part of this Grant of Non-Exclusive Easement ("**Easement Area**").
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) 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 Utility Facilities in the Easement Area.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately caused by Grantee constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the Easement Area, Grantee will restore the Easement Area to its before condition. 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.

Grantee may use the Utility Facilities to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements - except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld.

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.

If Grantee determines that the Easement Area is no longer needed for the Utility Facilities, Easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the Easement.

If requested by Grantor, and, if necessary, following the issuance of a replacement easement, Grantee agrees, at its sole cost and expense, within 120 calendar days of written request by Grantor or such time as mutually agreed upon

by the parties in writing, to expeditiously adjust, modify, change, and remove and/or relocate Grantee's Utility Facilities as necessary for public convenience and/or safety or construction, reconstruction, repair and/or maintenance of Grantor's improvements which exist now or in the future, including any public improvements and/or any public safety improvements, and Grantee shall bear the entire cost and expense incurred in connection with such adjustment, modification, change, and removal and/or relocation of Grantee Utility Facilities.

Grantee shall not assign this Easement without the written consent of the Grantor. However, Grantee may assign or transfer this Easement to any entity controlling, controlled by, or under common control with the Grantee by providing written notification to Grantor.

This Non-Exclusive Easement is granted subject to any and all existing rights.

THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: **Deputy District Attorney**

GRANTEE:
COX COMMUNICATIONS LAS VEGAS, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____ **(ss)**

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____ as
_____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)ss

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTOR'S "A" EXHIBIT

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____
at _____

WITNESS my hand and official seal

Notary Public _____
Place Notary Seal Above

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SAMPLE

APN(s): []

WHEN RECORDED MAIL TO:

RIGHT OF ENTRY

_____, ("Grantor") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants permission to **Cox Communications Las Vegas, Inc.**, a Delaware corporation ("Grantee"), its successors and assigns, to exercise the right:

1. to enter in and upon Grantor's land described, described in **Exhibit "A"** hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, and remove cable television, broadband, information and telecommunication facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances as delineated and drawn on the plans attached hereto as **Exhibit "B"** and made a part hereof ("**Utility Facilities**") in, over, under, across and upon the Project Area, as well as conduct surveys and testing of the Project Area for Grantee's Utilities Facilities;
2. of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
3. of ingress of vehicles and Grantee's employees, contractors and subcontractors and the egress of vehicles and Grantee's employees, contractors and subcontractors to and from the Project Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Project Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance and repair of the Utility Facilities in the Project Area.

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. Grantee further agrees that, if Grantee performs work that damages the Project Area, Grantee will restore the Project Area to its before condition. 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.

Grantee may use the Utility Facilities to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements - except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within five (5) feet of the Utility Facilities without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Project Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein.

With advanced notice and prior permission of the Grantor, Grantee shall have the exclusive right to use, relocate and/or remove its Utility Facilities within the Project Area and may make changes, including additions and substitutions to its Utility Facilities as it deems necessary. The Utility Facilities shall always remain the exclusive property of the Grantee.

Upon completion of construction of the Utility Facilities and within thirty (30) days after Grantee provides the Grant of Easement form attached hereto as **Exhibit "C" ("Grant of Easement")** to Grantor, Grantor will execute the Grant of Easement containing the specific description of the area of the perpetual easement being conveyed to Grantee within the Project Area. However, the Grant of Easement will not include property within the public right of way located in the Project Area that is dedicated or deeded in favor of the County of Clark on the date it executes this Right of Entry. If Grantor requests in writing that the legal description for the Grant of Easement be based on an as-built survey, Grantee must prepare the legal description and drawing for the Grant of Easement. Upon recording of the Grant of Easement, it will replace and supersede this Right of Entry.

[Signatures appear on the following page]

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: Deputy District Attorney

GRANTEE:
COX COMMUNICATIONS LAS VEGAS, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit "A"
Legal Description of Project Area

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____
by _____ of _____

WITNESS my hand and official seal
Notary Public
Place Notary Seal Above

SAMPLE

Exhibit "B"
Project Plans

SAMPLE

Exhibit "C"
Grant of Easement

SAMPLE

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE GRANT OF EASEMENT

_____, ("Grantor") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Cox Communications Las Vegas, Inc., a Delaware corporation ("Grantee"), its successors and assigns, a perpetual right and non-exclusive easement ("Non-Exclusive Easement" or "Easement"):

1. to construct, operate, add to, modify, maintain, and remove cable television, broadband, information and telecommunication facilities as Grantee may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances ("Utility Facilities"), in, under, over, and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Non-Exclusive Easement ("Easement Area").
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) 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 Utility Facilities in the Easement Area.

Grantee, its affiliates, successors and assigns will be responsible for any damages, proximately caused by Grantee constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the Easement Area, Grantee will restore the Easement Area to its before condition. 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.

Grantee may use the Utility Facilities to provide service to [Grantor only] [any of its customers]. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements - except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld.

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.

If Grantee determines that the Easement Area is no longer needed for the Utility Facilities, Easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the Easement.

If requested by Grantor, Grantee agrees, at its sole cost and expense, within 120 calendar days of written request by Grantor or such time as mutually agreed upon by the parties in writing, to expeditiously adjust, modify, change, and

remove and/or relocate Grantee's Utility Facilities as necessary for public convenience and/or safety or construction, reconstruction, repair and/or maintenance of Grantor's improvements which exist now or in the future, including any public improvements and/or any public safety improvements, and Grantee shall bear the entire cost and expense incurred in connection with such adjustment, modification, change, and removal and/or relocation of Grantee Utility Facilities.

Grantee shall not assign this Easement without the written consent of the Grantor. However, Grantee may assign or transfer this Easement to any entity controlling, controlled by, or under common control with the Grantee by providing written notification to Grantor.

This Non-Exclusive Easement is granted subject to any and all existing rights.

THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: **Deputy District Attorney**

GRANTEE:
COX COMMUNICATIONS LAS VEGAS, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)ss

This instrument was acknowledged before me on _____, 20____ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



ROADWAY EASEMENT

THIS INSTRUMENT MADE AND ENTERED INTO BETWEEN

hereinafter referred to as Party of the First Part, and the City of North Las Vegas, Nevada, a municipal corporation organized and existing under and by virtue of its charter of the State of Nevada, hereinafter referred to as Party of the Second Part.

WITNESSETH

That the Party of the First Part, for and on behalf of the Party of the Second Part, does hereby confess and acknowledge by the said Party of the First Part, does hereby grant and convey an easement to the said Party of the Second Part, for street, road, and utility purposes over and in the certain parcel of real property situated within the County of Clark, State of Nevada, more particularly described as follows:

See attached Exhibit "A"

to have and hold the said easement for roadway and utility purposes, and hereby waive all claims for damages for or on account of the same.

APN:



ROADWAY EASEMENT

THIS INDENTURE, MADE AND ENTERED INTO BETWEEN _____, hereinafter referred to as Party of the First Part, and the City of North Las Vegas, Nevada, a municipal corporation organized and existing under and by virtue of its charter and the general laws of the State of Nevada, hereinafter referred to as Party of the Second Part,

WITNESSETH

That the Party of the First Part, for good and sufficient consideration, the receipt of which is hereby confessed and acknowledged by the said Party of the First Part, does hereby grant and convey an easement to the said City of North Las Vegas, Nevada, for street, road, and utility purposes over and in that certain parcel of real property situate within the County of Clark, State of Nevada, more particularly described as follows:

See attached Exhibit "A"

to have and hold the said easement for roadway and utility purposes, and hereby waive all claims for damages for or on account of the same.

APN:

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this
_____ day of _____, 20__.

[Party of the First Part]

By: _____

Its: _____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

Notary Public in and for said County and State
My Commission Expires on _____

When Recorded Mail To:
City of North Las Vegas
City Clerk
2250 Las Vegas Boulevard North, Suite 800
North Las Vegas, NV 89030

Exhibit "A"

APR

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this _____ day of _____, 20__

[Party of the First Part]

By: _____

STATE OF NEVADA)
COUNTY OF CLARK) ss

This instrument was acknowledged before me on _____ day of _____, 20__

Notary Public in and for said County and State
My Commission Expires on _____

When Recorded Mail To
City of North Las Vegas
City Clerk
3250 Las Vegas Boulevard North, Suite 600
North Las Vegas, NV 89030

APN:



UTILITY EASEMENT

THIS INDENTURE, MADE AND ENTERED INTO BETWEEN _____,
_____ hereinafter referred to as Party of the First Part,
and the City of North Las Vegas, Nevada, a municipal corporation organized and existing
under and by virtue of its charter and the general laws of the State of Nevada, hereinafter
referred to as Party of the Second Part,

WITNESSETH

That the Party of the First Part, for good and sufficient consideration, the receipt of which
is hereby confessed and acknowledged by the said Party of the First Part, does hereby
grant and convey an easement to the said City of North Las Vegas, Nevada, for utility
purposes over and in that certain parcel of real property situate within the County of Clark,
State of Nevada, more particularly described as follows:

See attached Exhibit "A"

to have and hold the said easement for utility purposes, and hereby waive all claims for
damages for or on account of the same.

APN:

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this
_____ day of _____, 20__.

[Party of the First Part]

By: _____

Its: _____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

Notary Public in and for said County and State
My Commission Expires on _____

When Recorded Mail To:
City of North Las Vegas
City Clerk
2250 Las Vegas Boulevard North, Suite 800
North Las Vegas, NV 89030

Exhibit "A"

177

2000-01-01

ARTICLE IV OF THE CHARTER

Section 1. The Board of Directors shall have the right to make and alter the bylaws of the corporation and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

Section 2. The Board of Directors shall have the right to elect and remove the officers and directors of the corporation and to fill any vacancies that may occur. The Board shall also have the right to elect and remove the members of the committees and subcommittees of the Board, and to fill any vacancies that may occur.

Section 3. The Board of Directors shall have the right to make and alter the rules and regulations of the corporation, and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

Section 4. The Board of Directors shall have the right to make and alter the policies and procedures of the corporation, and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

Section 5. The Board of Directors shall have the right to make and alter the financial policies and procedures of the corporation, and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

Section 6. The Board of Directors shall have the right to make and alter the personnel policies and procedures of the corporation, and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

Section 7. The Board of Directors shall have the right to make and alter the legal and compliance policies and procedures of the corporation, and to suspend or modify them in whole or in part, subject to the right of the stockholders to alter or repeal the same at any time.

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE GRANT OF EASEMENT

_____, ("Grantor") for good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to MCImetro Access Transmission Services Corp., a Delaware corporation d/b/a Verizon Access Transmission Services ("Grantee"), its successors and assigns, a perpetual right and non-exclusive easement ("Non-Exclusive Easement" or "Easement"):

1. to construct, place, operate, add to, modify, maintain a fiber optic line for the purpose of supplying and enhancing cellular phone services and any other communications and telecommunications services offered by Grantee; such facilities to consist of, without limitation, conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "**Facilities**"), in, under, over, and upon that area located within the real property owned by Grantor in the County of Clark, State of Nevada, which is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein ("**Easement Area**").
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary for the safe and proper use and maintenance of the Facilities in the Easement Area.

Grantee, its affiliates, successors and assigns shall repair or replace Grantor's or successor's property to the same or better condition than it was prior to the installation, repair, relocation, modifications, replacement or removal of any of Grantee's Facilities. Additionally, Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Facilities, to any improvements owned by Grantor and to any tangible personal property.

Grantee shall provide Grantor no less than ten (10) days' notice prior to entering Easement Area and performing any of the activities described in Paragraph 1 above. Grantee agrees to relocate any and all Facilities at the request of Grantor at the sole cost of Grantee.

Grantee shall not assign this Easement to a non-affiliated entity without the written consent of the Grantor. Grantee may assign or transfer this Easement to any entity controlling, controlled by, or under common control with the Grantee.

If Grantee determines that the Easement Area is no longer needed for its Facilities, this Easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the Easement.

This Non-Exclusive Easement is granted subject to any and all existing rights.

THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: **Deputy District Attorney**

GRANTEE:
MCImetro ACCESS TRANSMISSION SERVICES CORP.,
a Delaware corporation d/b/a Verizon Access Transmission
Services

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____
at _____

WITNESS my hand and official seal

Place Notary Seal Above

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SAMPLE

APN(s): []

WHEN RECORDED MAIL TO:

RIGHT OF ENTRY

_____, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants permission to MCImetro Access Transmission Services Corp., a Delaware corporation d/b/a Verizon Access Transmission Services ("**Grantee**"), its successors and assigns, to exercise the right:

1. to enter in and upon Grantor's land described, described in **Exhibit "A"** hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, and remove communication equipment, electrical line systems as delineated and drawn on the _____ plans attached hereto as **Exhibit "B"** and made a part hereof ("**Utility Facilities**") over, under, across and upon the Project Area, as well as conduct surveys and testing of the Project Area for Grantee's Utilities Facilities;
2. of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
3. of ingress of vehicles and Grantee's employees, contractors and subcontractors and the egress of vehicles and Grantee's employees, contractors and subcontractors to and from the Project Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Project Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance and repair of the Utility Facilities in the Project Area.

Grantee will be responsible for any damages, to the extent 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. Grantee further agrees that, if Grantee performs work that damages the Project Area, Grantee will restore the Project Area to its before condition, less reasonable wear and tear. 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 to the extent 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.

Grantee may use the Utility Facilities to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements - except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within five (5) feet of the Utility Facilities without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement.

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, use and otherwise landscape the Project 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.

Upon completion of construction of the Utility Facilities and within thirty (30) days after Grantee provides the Grant of Easement form attached hereto as **Exhibit "C" ("Grant of Easement")** to Grantor, Grantor will execute the Grant of Easement containing the specific description of the area of the perpetual easement being conveyed to Grantee within the Project Area. However, the Grant of Easement will not include property within the public right of way located in the Project Area that is dedicated or deeded in favor of the County of Clark on the date it executes this Right of Entry. If Grantor requests in writing that the legal description for the Grant of Easement be based on an as-built survey, Grantee must prepare the legal description and drawing for the Grant of Easement. Upon recording of the Grant of Easement, it will replace and supersede this Right of Entry.

[Signatures appear on the following page]

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: Deputy District Attorney

GRANTEE:
MCImetro ACCESS TRANSMISSION SERVICES CORP.,
a Delaware corporation d/b/a Verizon Access Transmission Services

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)ss

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit "A"
Legal Description of Project Area

SAMPLE

Exhibit "B"
Project Plans

SAMPLE

Exhibit "C"
Grant of Easement

SAMPLE

APN:

WHEN RECORDED MAIL TO:

NON-EXCLUSIVE GRANT OF EASEMENT

_____, ("Grantor") for good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to MCImetro Access Transmission Services Corp., a Delaware corporation d/b/a Verizon Access Transmission Services ("Grantee"), its successors and assigns, a perpetual right and non-exclusive easement ("Non-Exclusive Easement" or "Easement"):

1. to construct, place, operate, add to, modify, maintain a fiber optic line for the purpose of supplying and enhancing cellular phone services and any other communications and telecommunications services offered by Grantee; such facilities to consist of, without limitation, conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities"), in, under, over, and upon that area located within the real property owned by Grantor in the County of Clark, State of Nevada, which is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein ("Easement Area").
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary for the safe and proper use and maintenance of the Facilities in the Easement Area.

Grantee, its affiliates, successors and assigns shall repair or replace Grantor's or successor's property to the same or better condition than it was prior to the installation, repair, relocation, modifications, replacement or removal of any of Grantee's Facilities. Additionally, Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Facilities, to any improvements owned by Grantor and to any tangible personal property.

Grantee shall provide Grantor no less than ten (10) days' notice prior to entering Easement Area and performing any of the activities described in Paragraph 1 above. Grantee agrees to relocate any and all Facilities at the request of Grantor at the sole cost of Grantee.

Grantee shall not assign this Easement to a non-affiliated entity without the written consent of the Grantor. Grantee may assign or transfer this Easement to any entity controlling, controlled by, or under common control with the Grantee.

If Grantee determines that the Easement Area is no longer needed for its Facilities, this Easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the Easement.

This Non-Exclusive Easement is granted subject to any and all existing rights.

THIS NON-EXCLUSIVE GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK _____ AS DOCUMENT _____ IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:
[NAME]

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: **Deputy District Attorney**

GRANTEE:
MCImetro ACCESS TRANSMISSION SERVICES CORP.,
a Delaware corporation d/b/a Verizon Access Transmission
Services

By: _____

Printed Name: _____

Title: _____

[Notary page follows]

GRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of County of Clark, Nevada.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTEE'S ACKNOWLEDGEMENT

STATE OF _____)ss
COUNTY OF _____

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

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit "A"

2000 (1999-2000)

RECEIVED IN 1999
FOR THE YEAR 1999
FOR THE YEAR 1999
FOR THE YEAR 1999

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

2000 (1999-2000)

APN(s): {insert APN or APNs}

SIGNED IN COUNTERPART

RECORDED AT THE REQUEST OF:

{insert Grantor's legal name} and
{insert Lessee's legal name}

WHEN RECORDED MAIL TO:

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

ACCESS TO EQUIPMENT EASEMENT AGREEMENT

This Access to Equipment Easement Agreement (“**Agreement**”) is made and entered into on {insert date}, by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy, its successors and assigns (“**Grantee**”), {insert Grantor's legal name}, a {insert state} {insert type of entity}, (“**Grantor**”) and {insert Lessee's legal name}, a {insert state} {insert type of entity}, (“**Lessee**”) (individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

- A. Grantor and Lessee are parties to that certain {insert title of Lease} dated {insert date} (“**Lease**”). Pursuant to that Lease, Grantor has leased certain real property to Lessee (“**Lease Property**”).
- B. Lessee will construct or has constructed a building located at {insert address} (the “**Building**”) on the real property currently known as APN(s) {insert APN or APNs} and legally described on Exhibit A attached to this Agreement (the “**Premises**”).
- C. Grantor represents and warrants that it owns the Premises and the only rights to the Building are outlined in the Lease which are limited to: entry and inspections of the Premises to ensure compliance with the Lease; emergency maintenance and repair; and obtaining ownership upon default by the Lessee. However, Grantor does not have the right, ability or

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obligation under the terms of the Lease to use, control or maintain said Building.

- D. Lessee represents and warrants that it owns and has a right to occupy and use the Building.
- E. Lessee has requested that Grantee own and maintain certain communication and electrical facilities inside, on, under, and through the Building, including but not limited to transformers, meters, meter panels, conduit and cables ("**Facilities**").
- F. Lessee owns certain electrical facilities that are located on the Premises and in the Building, including but not limited to circuit breakers and switches ("**Customer-Owned Equipment**") and that will be located in the Meter Room or another location ("**COE Room**").
- G. Lessee will configure an electric meter room located in the Building for certain Facilities ("**Meter Room**") and provide Grantee with access to the Meter Room and, as Grantee deems necessary, the COE Room.

AGREEMENT

In consideration of the above recitals, the covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, Lessee and Grantee agree as follows:

1. Easement for Facilities. Lessee grants and conveys to Grantee a perpetual right and easement to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Building, in accordance with the design for Project No. {insert number}, as those Facilities are modified periodically by Grantee in its sole discretion.
2. Easement for Access, Ingress, and Egress. Grantor grants and conveys to Grantee a perpetual right and easement for the free and unrestricted access, ingress and egress within, on, over and across the Premises and the Building (but only to the extent necessary to access the Facilities and Customer-Owned Equipment). Lessee grants and conveys to Grantee a perpetual right and easement for the free and unrestricted

access, ingress and egress within, on, over and across the Premises and the Building (but only to the extent necessary to access the Facilities and Customer-Owned Equipment).

3. Configuring the Meter Room. Lessee must locate and configure the electric service entrance and Meter Room consistent with the requirements set forth in this Section, in Exhibit B (Meter Room Detail) attached hereto, and in Grantee's Electric Service Standards for Southern Nevada, a copy of which can be found at <https://www.nvenergy.com/account-services/building-and-new-construction/electric-service-standards-south> (location as of October 20, 2017) (the "**ES Standards**"). The Meter Room must have at least one (1) 120 volt duplex receptacle with at least one (1) fluorescent light fixture mounted from the ceiling. The receptacle and the light circuit and receptacle must be connected to Lessee's Building power. Lessee must install a dual locking system on Meter Room doors so that Grantee can provide its own padlock if Meter Room doors are to be locked. Lessee must place a conspicuous, permanent designation or sign on the outside of the Meter Room door identifying the room as "Electrical Meter Room".
4. Modifying the Meter Room. Lessee must not modify or alter the Building or Meter Room in any way that will jeopardize Grantee's clearances, or obstruct or restrict Grantee's direct outside access to the Meter Room, as described on Exhibit B and in the ES Standards. In accordance with Grantee's Tariff Schedules and its standards and at no cost to Grantee, Grantee will cooperate with Lessee in relocating the Facilities, such as the metering equipment and service attachments, to maintain such clearances and access if required for any future modification of the Building. The term "Tariff Schedules" means the entire body of effective rates, charges, and rules, collectively, of Grantee as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time, a copy of which can be found at: <https://www.nvenergy.com/about-nvenergy/rates-regulatory> (location as of October 20, 2017).
5. Twenty-Four (24) Hour Direct Outside Access. Lessee must provide Grantee and persons authorized by Grantee ("**Grantee Parties**") with twenty-four (24) hour direct outside access to the Meter Room, Facilities, Customer-Owned Equipment and COE Room.
 - A. No Prior Authorization Required. Grantee and the Grantee Parties have the right to enter the Premises and Building at any time and without prior

permission of or notice to Grantor, Lessee, any occupant of the Building/Premises, or any lessee or sub-lessee.

- B. Lessee Must Remove Impediments. If Grantee or the Grantee Parties desire access to the Premises, Meter Room, Facilities, Customer-Owned Equipment or COE Room for any reason and at any time, then Lessee must take all necessary actions to provide such access, including without limitation, removal of impediments and locks.
 - C. No Obstructions. Lessee must keep the Meter Room and COE Room free from obstruction and must not permit anything to be stored in these rooms, including but not limited to boxes, ladders, and maintenance equipment. Lessee must keep clear and maintain safe access to the Meter Room and the COE Room and must not permit any person or animal, which may be perceived as a threat to personal safety, to impede Grantee's or the Grantee Parties' access to these rooms.
 - D. Non-Compliance. If Grantee or the Grantee Parties are unable to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment, or COE Room or if Lessee otherwise fails to provide access consistent with the terms of this Agreement, Lessee acknowledges and agrees that Grantee is entitled to (1) take any action it deems necessary, in its sole judgment, to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment and COE Room without liability to Lessee and, upon Grantee's written request, Lessee must promptly reimburse Grantee for any related costs and (2) disconnect electric service to the Building, Lessee and any lessee or sub-lessee of Lessee in accordance with the Tariff Schedules. After Lessee reestablishes safe and unobstructed access consistent with its obligation under this Agreement, Lessee must pay Grantee a reconnection fee and any other cost or fee required by the Tariff Schedules to resume electric service.
6. Customer-Owned Equipment. Grantee has the right to operate the Customer-Owned Equipment in accordance with state laws, regulations, Grantee's standards and the Tariff Schedules, as Grantee deems necessary, to disconnect or restore power to (A) the Building, (B) Grantee's customer(s) or (C) specific electrical equipment.

7. Indemnification. Lessee indemnifies and holds harmless Grantee from (A) any loss, claims of loss or liability for personal injury, death or property damage in any way connected to the Meter Room or Facilities located inside the Building or by reason of the Meter Room or Facilities being located inside the Building, together with reasonable expenses incurred by Grantee in defense of any said claims and (B) any loss or damage to the Building, COE Room, Meter Room or Premises, which may arise by reason of fire, water or overheating; provided, however, nothing contained herein shall be construed to relieve or indemnify Grantee from any liability that is proximately caused by Grantee's negligent operation and maintenance of the Facilities.
8. Limitation on Grantee's Liability. In no event is Grantee liable to Lessee or a third party for any punitive, consequential, incidental, direct, indirect, or special damages or lost profits incurred or alleged to have been incurred by Lessee or a third party, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim in connection with the Meter Room, Facilities, Customer-Owned Equipment, COE Room or this Agreement.
9. Release and Waiver. Lessee knowingly and voluntarily release, waive and forever discharges Grantee of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Lessee has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Meter Room, the location of the Meter Room, the metering equipment, and any other Facilities on the Premises. The releases contained in this Section apply regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Grantee but do not apply if, with respect to the operation and maintenance of the Facilities, Grantee was solely or grossly negligent.
10. Consent and Subordination. Lessee hereby agrees that the Lease and all of Lessee's rights and interests in, to and under the Lease, including, but not limited to, all of Lessee's rights and interests in, to and regarding the Lease Property, are hereby subordinated and subjected in all respects to, and shall at all times be subordinate, subject and junior in all respects to (A) the easements and related

covenants and restrictions set forth in this Agreement, as they may be modified from time to time by any amendments, modifications or replacements of this Agreement (collectively, "**Amendments**"), (B) the encumbrances upon the Lease Property created by this Agreement, as such encumbrances may be modified from time to time by any Amendments and (C) Grantee's rights and interests with respect to those easements, covenants, restrictions and encumbrances, the same and as fully as if this Agreement had been executed, delivered and recorded in the Official Records of Clark County prior to execution and delivery of the Lease. If there is any inconsistency between the provisions of the Lease and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern. Lessee warrants that Lessee has not assigned or encumbered the Lease or any interest of Lessee in or under the Lease.

11. Notices.

- (A) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (1) in writing, (2) delivered personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (3) addressed to the Party as follows:

Grantee:

Land Resources

NV Energy

Attn.: Manager, Land Resources

P.O. Box 10100 MS S4B20

Reno, NV 89520

Land Resources

NV Energy

Attn.: Manager, Land Resources

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

Grantor:

{insert Grantor's contact information}

Lessee:

{insert Grantor's contact information}

Grantor and Lessee must include a reference to "{insert project name}" and "Project No. {insert number}" in any such notice.

(B) Receipt of Notice; Change of Information. Each notice, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; or (3) on the date the courier officially records it as having been delivered if delivered by courier. Each Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

12. Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless the Parties give consent in writing, execute the amendment with same formality as this Agreement, and then record the amendment.
13. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Grantor and Lessee agree to not initiate an action against Grantee in any other jurisdiction.
14. No Waiver. The failure of a Party to enforce any of the provisions of this Agreement at any time, or to require performance by another Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
15. Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to that Party at law, in equity, or otherwise.
16. 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 this 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. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

17. 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.
18. 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.
19. 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.
20. Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this 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.

21. **Recording Agreement.** Grantor and Lessee agree and understand this Agreement will be recorded by Grantee. This Agreement continues in effect for perpetuity and constitutes a covenant running with the land. This Agreement binds and inures to the benefit of the Parties' respective heirs, successors, personal representatives, and assigns.
22. **Control of Building.** If Grantor acquires ownership of the Building, Grantor agrees that it is obligated to perform Lessee's obligations under this Agreement except to Sections 7, 8, 9 and 10.

[signature pages follow]

GRANTOR:

{insert Grantor's legal name}

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

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

Notary Signature

Seal Area →

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Reference Document:
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LESSEE:

{insert Lessee's legal name}

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

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

Notary Signature

Seal Area →

GRANTEE:

NEVADA POWER COMPANY

Name
Title

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, _____ by
_____ as _____, _____ of Nevada
Power Company d/b/a NV Energy.

Notary Signature

Seal Area →

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. Upon written request, Grantee will mail a copy of the recorded Agreement to Grantor and Lessee at their addresses in the "Notices" Section.

Exhibit A
Legal Description of the Premises

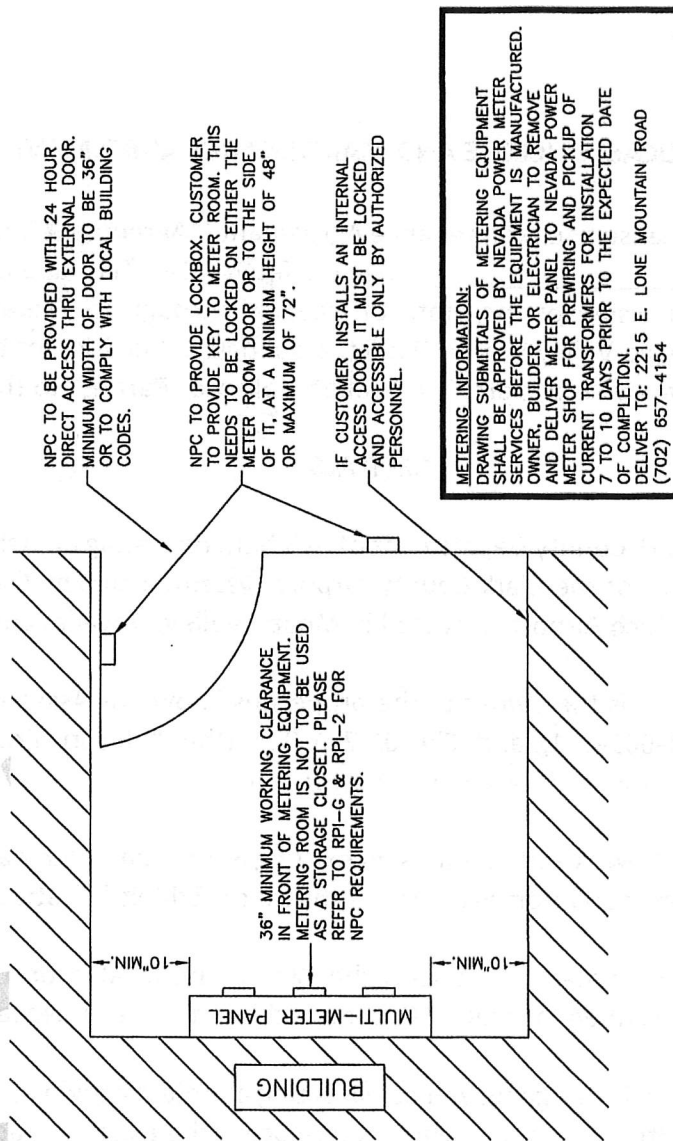
{insert legal description for and drawing of Premises}.

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Exhibit B Meter Room Detail



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Reference Document:
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ASSESSOR'S PARCEL NUMBERS:

070-01-801-004, 070-01-601-001, and 070-01-201-024

WHEN RECORDED RETURN TO:

Clark County Dept. of Aviation
Attn: Business Office, Airport Property Manager
P.O. Box 11005
Las Vegas, NV 89111

REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This Revocable License and Maintenance Agreement ("Agreement") is made and entered into this _____ of _____, 202_ ("Effective Date") by and between the County of Clark, a political subdivision of the State of Nevada, through its Department of Aviation ("Aviation"), and the Moapa Valley Water District, a political subdivision of the State of Nevada ("MVWD"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

RECITALS

WHEREAS, the Clark County Department of Aviation, operating on behalf of Clark County, is the owner and operator of the Clark County Airport System, including Overton-Perkins Field Airport (the "Airport"), which Airport is located in Moapa Valley, Nevada; and

WHEREAS, Aviation is the owner of the properties known as Assessor's parcel numbers 070-01-801-004, 070-01-601-001, and 070-01-201-024 (the "Airport Property"), and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, MVWD owns and operates an existing 8-inch diameter water line (the "Water Line") partially located on the Airport Property as shown on Exhibit "B" attached hereto; and

WHEREAS, MVWD desires to maintain the Water Line located on the Airport Property within the area legally described in Exhibit "C" attached hereto (the "License Area"); and

WHEREAS, Aviation is designing and constructing a project known as 2473-1 Perkins Field Airport Road Relocation (the "Project"), which will relocate the existing roadway named Airport Road and the Airport's air operations area ("AOA") along the Airport's western limits making the Water Line inaccessible to the MVWD for maintenance and operation purposes on the Airport Property; and

WHEREAS, this Agreement outlines the process for MVWD to access the Airport Property to maintain the Water Line during regular scheduled maintenance as well as non-scheduled emergency maintenance; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE A – TERM

1. The term of this Agreement commences upon the Effective Date and continues in full force and effect in perpetuity, unless this Agreement is amended, modified or terminated as provided herein.

ARTICLE B – FUTURE RELOCATIONS

1. Aviation reserves the right to utilize the Airport Property as it deems appropriate, in its sole discretion. Aviation may further develop the property over which the license is granted which may require MVWD to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of the Water Line across and/or within the limits of the License Area.
2. In the event any future Airport-approved project conflicts with the Water Line, Aviation will provide MVWD with advanced written notice. Said notice will identify the extent to adjust, demolish, reconstruct, modify, remove, or relocate any, all or a portion of the Water Line, which shall be performed by MVWD at no cost and expense to Aviation. MVWD shall complete the required action within 180 calendar days after receiving the written notice.

ARTICLE C - REGULAR SCHEDULED UTILITY MAINTENANCE

1. MVWD shall use reasonable efforts to schedule and execute regular maintenance on the Water Line located within the fenced limits of the Airport during standard business days and hours, defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., to the maximum extent possible. Regular maintenance shall include, but not be limited to inspections, exercising valves, cleaning out valve boxes, flushing/purging the pipeline network, performing pressure readings, excavating and replacing appurtenances or pipeline segments, and other routine maintenance managed on a recurring schedule.
2. Regular scheduled maintenance shall be coordinated within a minimum of seven (7) calendar days prior to performing the maintenance activities. MVWD shall contact the North Las Vegas Airport Manager ("VGT Airport Manager") at 702-261-3804 to schedule any maintenance activities. A written maintenance work plan must be submitted by MVWD to the VGT Airport Manager when scheduling any maintenance activities, which summarizes the full names and date of birth for maintenance staff, location of work, description of work, work day(s) and time(s), list of equipment, and disclosure of any impacts to Airport operations.

3. All inspections, maintenance and foreseeable repairs shall be performed in a manner, which, to the extent reasonable under the then existing circumstances, minimizes disruption to Airport operations.
4. Any large overhead equipment to be used onsite must be approved by the Federal Aviation Administration ("FAA") by filing and submitting a 7460-1 form 30 days in advance via the Obstruction Evaluation – Airport Space Analysis website (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>) and receiving a "Determination of No Hazard to Air Navigation" from the FAA.
5. The active airspace over the Airport must be considered whenever MVWD intends to utilize large overhead equipment for maintenance or repair activities since temporary vertical obstructions can disrupt Airport operations. MVWD must supply the FAA determination to the VGT Airport Manager prior to using any large overhead equipment on the Airport Property.

ARTICLE D - NON-SCHEDULED UTILITY EMERGENCY MAINTENANCE

1. Unforeseen problems such as Water Line breaks may require non-scheduled emergency access on the Airport Property during non-standard business days and hours. Emergency access shall be made via the main gate located northwest of the Mormon Mesa Road and Cooper Street intersection.
2. Prior to entering the Airport Property during a utility emergency, MVWD must contact the Airport Control Center ("ACC") at 702-261-5125. The ACC is in operation 24-hours a day, 7-days week, 365-days a year. The ACC will notify the VGT Airport Manager of the emergency access.
3. Emergency access is limited to MVWD Authorized Staff, as defined below in Article E(2)(b). MVWD Authorized Staff are to enter the Airport Property by swiping Aviation gate access cards at the card reader located at the main gate. All other MVWD staff must remain under escort by MVWD Authorized Staff. After performing emergency utility maintenance or repairs, and prior to exiting the Airport Property, MVWD personnel must contact the ACC and VGT Airport Manager to inform them the work is complete and that personnel will be exiting via the same gate used for entry.
4. The Airport is operational 24-hours, 7-days a week. Upon entering the Airport Property, MVWD must adhere to all safety regulations and remain clear of all active taxiways and runways, as well as any parked or moving aircraft located on the apron. Any accident or incident caused directly or indirectly by MVWD employees must be reported to the ACC immediately.

ARTICLE E - SECURITY ACCESS AND TRAINING

1. The Airport is a remote facility located in Moapa Valley, Nevada. The travel distance between Las Vegas and Moapa is approximately 60 miles and the commute time is an estimated 45-minutes. Due to the nature of the Airport operations, full time Aviation staff is not always available onsite, nor located nearby. In the event of a utility emergency during non-standard business days and hours, there is a possibility of a long delay before Aviation staff arrives at the Airport to escort MVWD staff onto the Airport Property. To mitigate the limited availability of Aviation staff at the Airport, as well as the commute distance between Las Vegas and Moapa Valley, gate access cards will be issued to MVWD Authorized Staff. MVWD acknowledges the issuance of Aviation gate access cards are subject to the following requirements:
 - a. A maximum of four (4) gate access cards will be issued to MVWD Authorized Staff. The MVWD Human Resources Department shall be responsible for maintaining file copies of all issued gate access cards as well as issuing reminders to staff on renewals and training requirements.
 - b. A list of MVWD employees that will be obtaining and/or using gate access cards shall be submitted to the VGT Airport Manager. The list shall include the full names and dates of birth for the MVWD employees (the "MVWD Authorized Staff").
 - c. MVWD must coordinate with the VGT Airport Manager at 702-261-3804 to obtain gate access cards.
 - d. Gate access card applicants must furnish two (2) forms of acceptable federal or state issued identification at the time of application.
 - e. Gate access card applicants are subject to a federal and local law enforcement background check at the time of application. Any prior misdemeanors and/or felonies will result in denial of an Aviation gate access card.
 - f. Gate access card applicants shall complete airfield ramp driving training during the application process and will have to take, and successfully pass, the ramp driving examination with a score of seventy percent (70%) or better. Annual ramp driving re-training will be mandatory in February of each year. Training will be held at the North Las Vegas Airport and MVWD Authorized Staff must attend. MVWD Authorized Staff must contact the VGT Airport Manager to coordinate training dates.
 - g. Only MVWD Authorized Staff are authorized to enter the Airport unescorted.
 - h. Aviation gate access cards shall not be shared or swapped among different MVWD staff members to unlock the entry gate.

- i. MVWD Authorized Staff shall be responsible for safeguarding all Aviation issued gate access cards; lost or stolen gate access cards shall be reported immediately to the ACC at 702-261-5125, 24-hours a day, 7-days a week, and the VGT Airport Manager at 702-261-3804.
- j. MVWD Human Resources Department shall be responsible for collecting Aviation issued gate access cards from any MVWD Authorized Staff who voluntarily separate from MVWD or when employment is terminated. The MVWD Human Resources Department shall be responsible for calling and reporting the gate access cards to the ACC for voiding purposes.

ARTICLE F – NOTICES

1. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

For Aviation:

Clark County Department of Aviation

Attn: Director of Aviation

P.O. Box 11005

Las Vegas, NV 89111

Telephone: (702) 261-4525

Email: director@mccarran.com

With a copy to: realestate@mccarran.com

For MVWD:

2. Notice given by personal delivery shall be deemed to have been given upon delivery to the appropriate address upon receipt thereof (or upon refusal of acceptance) or upon electronically confirmed email to the email addresses above, and notice given by U.S. mail shall be deemed to have been given three (3) business days after deposit in the U.S. mail. Each Party may designate from time to time, another address in place of the address set forth above by notifying the other Parties in the same manner as provided in this paragraph. Any Party may change its address to receive notices by giving written notice to the other Party at least five (5) calendar days before the effective date of such change in the manner provided in this paragraph.

ARTICLE G – BREACH, CURE, AND TERMINATION

1. The breach of any condition, covenant, restriction or agreement herein contained in the Agreement shall, at the option of Aviation constitute a default of this Agreement. If Aviation finds MVWD to be in breach of this Agreement, Aviation will submit a notice to cure letter identifying the breach to MVWD. Thereafter, MVWD shall have thirty (30) calendar days from the date of the letter to cure said breach. If the breach is not cured within the thirty (30) day period, Aviation may elect to terminate this Agreement. If such breach is not curable within a (30) day period, Aviation may, but is not required, to provide additional time for MVWD to cure such breach or may elect to terminate this Agreement.
2. If the License Area is no longer needed for the Water Line as evidenced by Aviation and MVWD executing and recording a written relinquishment, Aviation may terminate this Agreement upon thirty (30) calendar days' written notice to MVWD.
3. Upon termination of this Agreement, howsoever caused, MVWD shall, at its sole expense, if requested by the Aviation within ninety (90) calendar days of such termination, remove the Water Line from the Airport Property as solely determined by Aviation within one hundred eighty (180) calendar days of such termination and restore the Airport Property to a condition acceptable to Aviation. MVWD shall submit the design for any proposed removal of the Water Line removal to Aviation for review and approval. MVWD shall receive written authorization from Aviation before commencing any activity on the Airport Property related to removing the Water Line and comply with all terms and conditions outlined in the authorization letter.
4. This Agreement is revocable at will. This Agreement shall be in full force and effect from the Effective Date and shall continue in perpetuity, unless revoked by Aviation. However, this Agreement may be terminated by the Board of County Commissioners or Aviation with or without cause, upon one hundred and eighty (180) calendar days' written notice. MVWD understands and agrees that it waives any rights it may have and that it has no cause of action or right of recourse based upon Aviation's election to terminate this Agreement.

ARTICLE H – INSURANCE

1. MVWD, at its own cost and expense, shall obtain and maintain commercial general liability insurance and automobile liability insurance for the duration of this Agreement.

Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form

comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. MVWD shall maintain at all times limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. MVWD shall maintain at all times limits of no less than \$1,000,000 combined single limit per person and per occurrence to cover vehicles operating on the Airport Property. Such automobile coverage may be maintained in the form of excess liability coverage.

This notice requirement does not waive the insurance requirements contained herein. MVWD shall provide Aviation with ACORD 25 Certificate of Liability Insurance (most recent form ACORD 25) within ten (10) business days after execution of this Agreement by MVWD. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit MVWD's liability obligations to Aviation.

2. Waivers of subrogation: MVWD agrees to waive all rights of subrogation against Aviation, its employees, and related entities.
3. Primary noncontributory endorsement: MVWD's policies shall be considered primary insurance and any insurance maintained by Aviation is excess and shall not contribute with insurance required of MVWD.
4. Additional Insured Endorsement: MVWD agrees to cause its insurance company to issue a policy endorsement expressly naming CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES are included as an additional insured and shall be named as additional insured on the above policies to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Agreement.
5. Insurance Limits: If MVWD maintains broader coverage and/or higher limits than the minimums specified above, Aviation requires and shall be entitled to the broader coverage and/or higher limits maintained by MVWD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Aviation.
6. The acceptance of any Certificate of Insurance evidencing the required insurance coverages and limits does not constitute approval or agreement by Aviation that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Aviation retains the right to reject any certificate and endorsements that it believes does not conform to these standards.

7. **Insurance Policies:** Certified copies of all insurance policies shall be provided upon written request to Aviation within ten (10) days of such written request for those copies.

ARTICLE I – IT IS MUTALLY AGREED

1. **Liens.** MVWD shall keep the License Area and Airport Property free and clear of all design professionals' mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair or maintenance on the License Area or arising out of any other activities or work on the License Area. To the extent any such liens are recorded against Airport Property or any part thereof, MVWD shall cause such lien to be released and removed within fifteen (15) calendar days of knowledge or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required by statute.
2. **Modification.** Except as provided herein, this Agreement may not be modified or terminated in any manner except by a written document signed by both Parties that expressly amends this Agreement.
3. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as set forth in full.
4. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.
6. **Signatures.** The Parties agree that this Agreement may be electronically signed and that the electronic signature is the same as a handwritten signature for the purposes of validity and enforceability.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in Clark County, Nevada.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended, nor should be construed, to confer upon or give any person or entity not a party to this Agreement, any third party beneficiary rights, property rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not

a party to this Agreement. No other rights are granted to the parties to this Agreement other than those explicitly described.

9. **No Assignments.** MVWD shall not assign its rights or obligations, in whole or in part, under this Agreement, whether by operation of law or otherwise, without the prior written consent from Aviation. At the time of approval of an assignment is requested, Aviation may, in its sole discretion, accept the assignment or terminate this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

AVIATION

MVWD

Signature: _____

Signature: _____

Name: Rosemary A. Vassiliadis

Name: Joseph Davis

Title: Director of Aviation

Title: General Manager

APPROVED AS TO FORM:

By: _____

Name: Timothy Baldwin

Title: Deputy District Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth above.

Exhibit "A"
Airport Property

MWMD

AVIATION

Signature: _____ Signature: _____

Name: Joseph Davis

Name: Rosemary A. Vassiliadis

Title: General Manager

Title: Director of Aviation

APPROVED AS TO FORM:

By: _____

Name: Timothy Baldwin

Title: Deputy District Attorney

SAMPLE

Exhibit "B"
MVWD Water Line on Airport Property

SAMPLE

Exhibit "C"

License Area

SAMPLE