

APN: 162-10-510-001

WHEN RECORDED MAIL TO:

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

RIGHT OF ENTRY

County of Clark, a political subdivision of the State of Nevada, (“**Grantor**”) for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants permission to Nevada Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”), its successors and assigns, to exercise the right:

1. to enter in and upon +/- 2,120 square feet of Grantor's land described as a portion of Section 10, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, depicted in Exhibit A hereto and by this reference made a part hereof (“**Project Area**”) to construct, operate, add to, modify, maintain, and remove communication and electrical facilities as delineated and drawn on **NV Energy Work Request Number 3011163652 (“Utility Facilities”)** over, under, across and upon the Project Area;
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 to and the egress of vehicles and Grantee’s employees, contractors and subcontractors 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 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, including but not limited to Grantor's failure to comply with the National

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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 customers of Commercial Center. 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 30 days after Grantee provides the Grant of Easement form attached hereto as Exhibit B (“**Grant of Easement**”) to Grantor, Grantor will execute the Grant of Easement containing a specific description of the area of the perpetual easement being conveyed within the Project Area. However, the Grant of Easement will not include property within public right of way 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.

GRANTOR:

COUNTY OF CLARK, a political Subdivision of the State of Nevada

By: Shauna Bradley
Title: Director of Real Property Management

APPROVED AS TO FORM:



By: Nichole Kazimirovicz
Title: Deputy District Attorney

[Notary page follows]

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STATE OF NEVADA)
COUNTY OF CLARK)

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

Signature of Notarial Officer

Notary Seal area →

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Exhibit A



Containing +/- 2,120 square feet

LEGEND

— — — — —	STREET CENTER LINE
— — — — —	EXISTING RIGHT-OF-WAY
— — — — —	ADJOINING LOT LINE
— — — — —	EASEMENT LINE
— — — — —	TIE LINE
APN	ASSESSORS PARCEL NUMBER
DR:	OFFICIAL RECORD
	TEMPORARY CONSTRUCTION EASEMENT

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Exhibit B

APN: 162-10-510-001

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GRANT OF EASEMENT

County of Clark, a political subdivision of the State of Nevada, (“**Grantor**”) for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property described in Exhibit A hereto and by this reference made a part of this Grant of 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 electric line systems and communication facilities in the Easement 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 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

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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 only to customers of Commercial Center. 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 on or within the Easement Area without the prior written consent of Grantee, such structures and to include, but not be limited to, drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. However, if Grantor is a government entity, it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain and use the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

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

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK {insert number} AS DOCUMENT {insert number} IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:

COUNTY OF CLARK, a political subdivision of the State of Nevada

By: Shauna Bradley
Title: Director of Real Property Management

APPROVED AS TO FORM:

By: Nichole Kazimirovicz
Title: Deputy District Attorney

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[Notary page follows]

STATE OF NEVADA)
COUNTY OF CLARK)

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

Signature of Notarial Officer

Notary Seal area →

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Exhibit A

Legal Description of Easement Area

[Attached]

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