APN(s): 139-33-305-023

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:

- to enter in and upon Grantor's land described as a portion of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described in <u>Exhibit A</u> 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 3004455316 ("Utility Facilities") over, under, across and upon the Project Area;
- of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
- 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

ROE# 0121-2020lv Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

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 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 asbuilt 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:	
Title:	
APPROVED AS TO FORM:	
By: Title: Deputy District Attorney	

[Notary page follows]

APN(s): 139-33-305-023 ROE# 0121-2020lv Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

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 →			

APN(s): 139-33-305-023 ROE# 0121-2020lv Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

ROE_CC_DIST

Exhibit A

Legal Description of Project Area

The above referred to parcel of land, situated in the City of Las Vegas, County of Clark, State of Nevada is the South 35.00 feet of the South Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (S½NW¼NE¼SW¾) and the South 35.00 of the South Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (S½SW¼NE¼ NE¼SW¾) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada.

EXCEPTING those portions of Pinto Ln and Desert Ln as conveyed to Clark County for road purposes.

APN(s): 139-33-305-023 ROE# 0121-2020lv Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

ROE_CC_DIST

Exhibit B

APN: 139-33-305-023

WHEN RECORDED MAIL TO: Land Resources NV Energy P.O. Box 98910 MS 9 Las Vegas, NV 89151-0001

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:

- 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;
- 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 negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the

APN(s): 139-33-305-023

RW# TBD

Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements – 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:		
Title: County Manager		
APPROVED AS TO FORM:		
D		
By: Title: Deputy District Attorney		

[Notary page follows]

APN(s): 139-33-305-023

RW#TBD

Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

STATE OF NEVADA) COUNTY OF CLARK)

This instrument was acknowledged before me on	, by	a
of County of Clark, Neva	da.	
Signature of Notarial Officer		
Notary Seal area →		
APN(s): RW#		
Proj. #		
Project Name:		
Reference Document:		
ROE CC DIST		

Exhibit A

Legal Description of Easement Area

[Attached]

APN(s): 139-33-305-023

RW# TBD

Proj. # 3004455316

Project Name: CLV-PINTO LANE STREETSCAPE IMPROV. (RELOCATIONS)

Reference Document: 420:379075

ROE_CC_DIST

APN(s): {139-33-305-023}

WHEN RECORDED MAIL TO:

CITY OF LAS VEGAS ATTN: KEVIN CERNY 333 N. RANCHO DRIVE, 8TH FL LAS VEGAS, NV 89106

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION 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 permission to City of Las Vegas, a municipal corporation of the State of Nevada ("Grantee"), its successors and assigns, to exercise the right:

- to enter in and upon Grantor's land described as a portion of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described in Exhibit "A" hereto and by this reference made a part hereof ("Project Area") to construct, add to, modify, maintain, and remove water and electrical facilities and pedestrian improvements ("Improvements") in, over, under, across and upon the Project Area as well as conduct surveys and testing of the Project Area for Grantee's Improvements;
- of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
- 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, maintenance and repair of the Improvements in the Project Area.

Grantee will be responsible for any damages, proximately caused by Grantee constructing, operating, adding to, maintaining, or removing the Improvements, 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. Notwithstanding, Grantee agrees to relocate or reconstruct any irrigation or walls so removed or damaged. 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.

Grantee may use the Improvements to provide service to the public. 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.

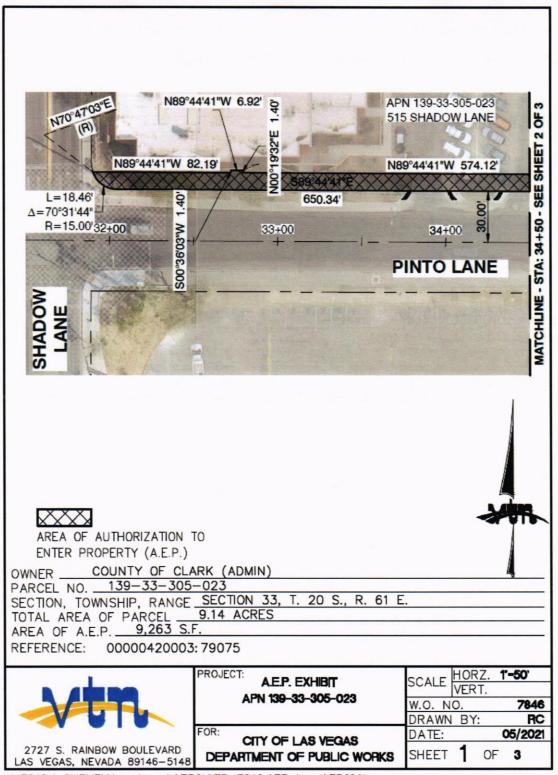
GRANTOR: COUNTY OF CLARK a political Subdivision of the State of Nevada	GRANTEE: CITY OF LAS VEGAS a municipal corporation of the State of Nevada		
Lisa Kremer Director, Real Property Management	By:		
Title:			
APPROVED AS TO FORM:			
Mary-Anne Miller, County Counsel			

[Notary page follows]

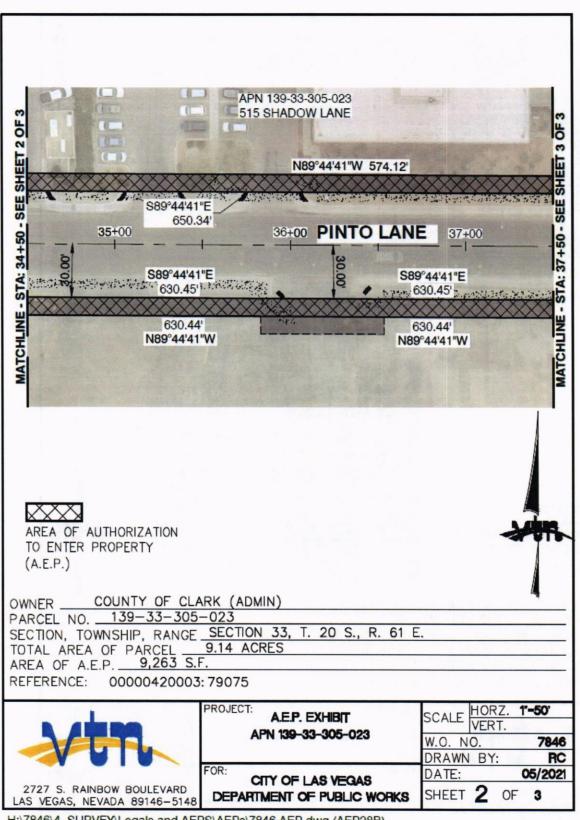
STATE OF NEVADA) COUNTY OF CLARK)

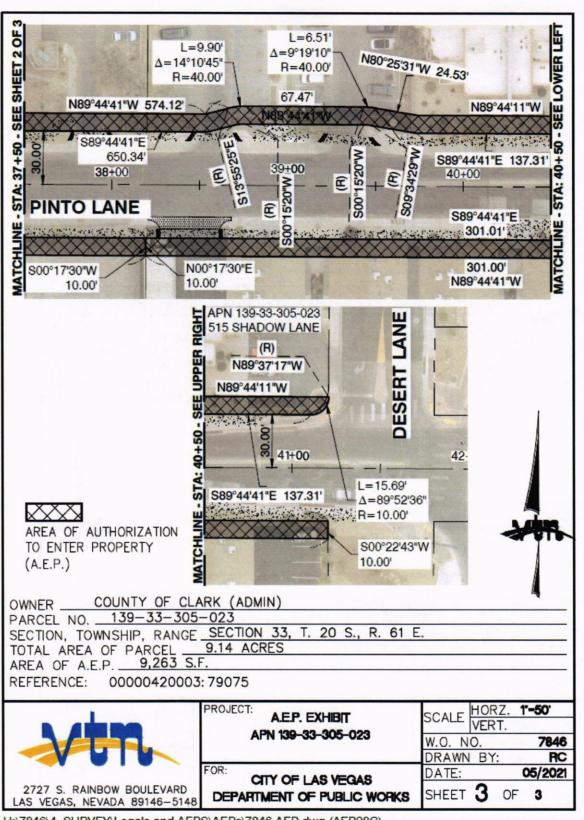
This instrument was acknowledged before me on	, 20	by Lisa Kremer as
Director of Real Property Management Department of County of	Clark, Nev	ada.
Signature of Notarial Officer		
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STATE OF NEVADA) COUNTY OF CLARK)		
This instrument was acknowledged before me on	, 20	by
as		
Signature of Notarial Officer		
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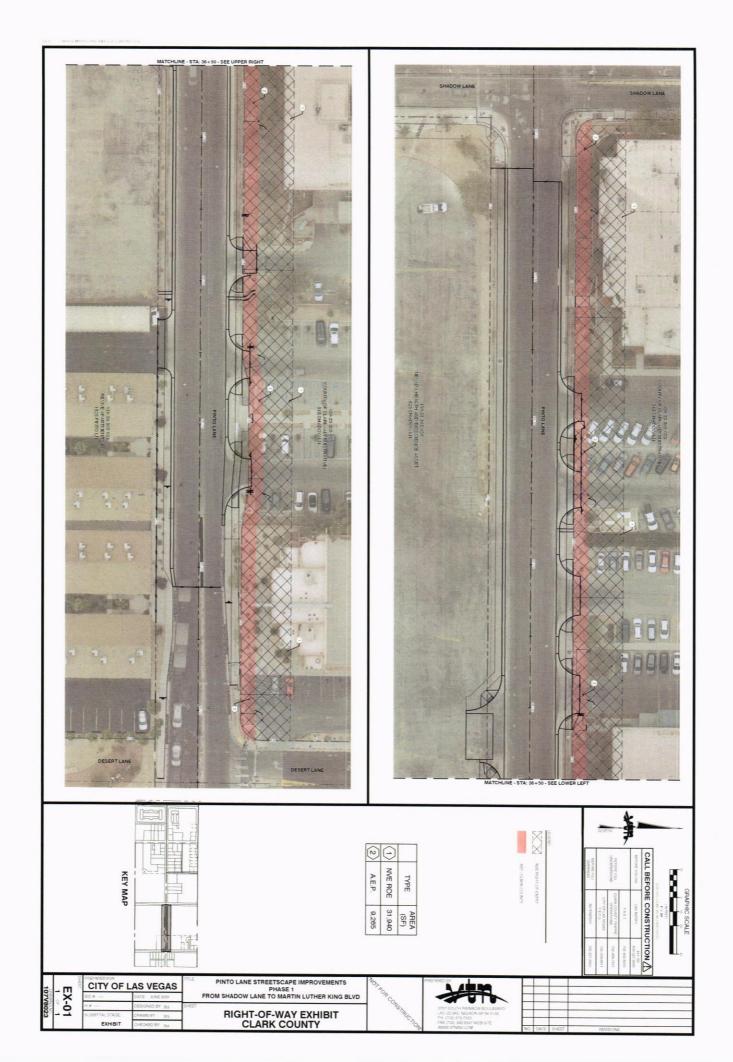
Exhibit A

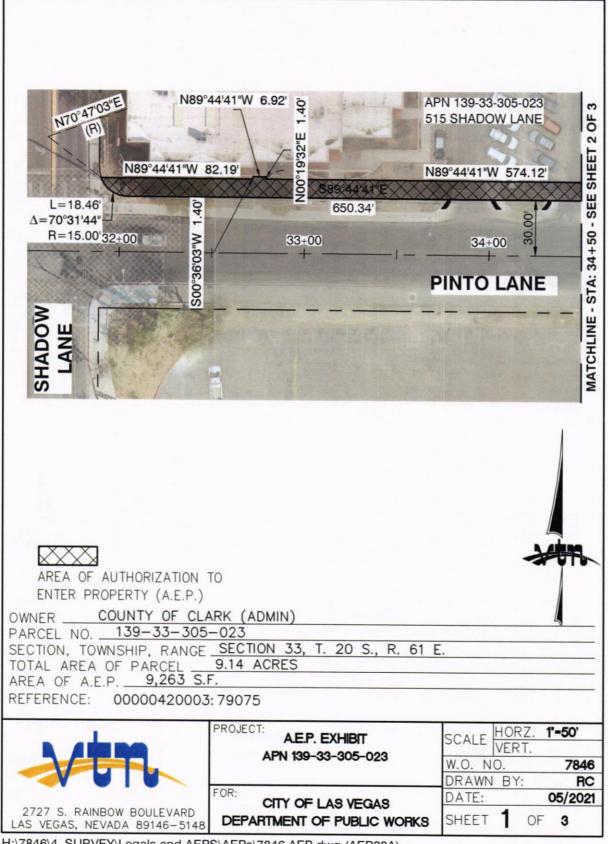


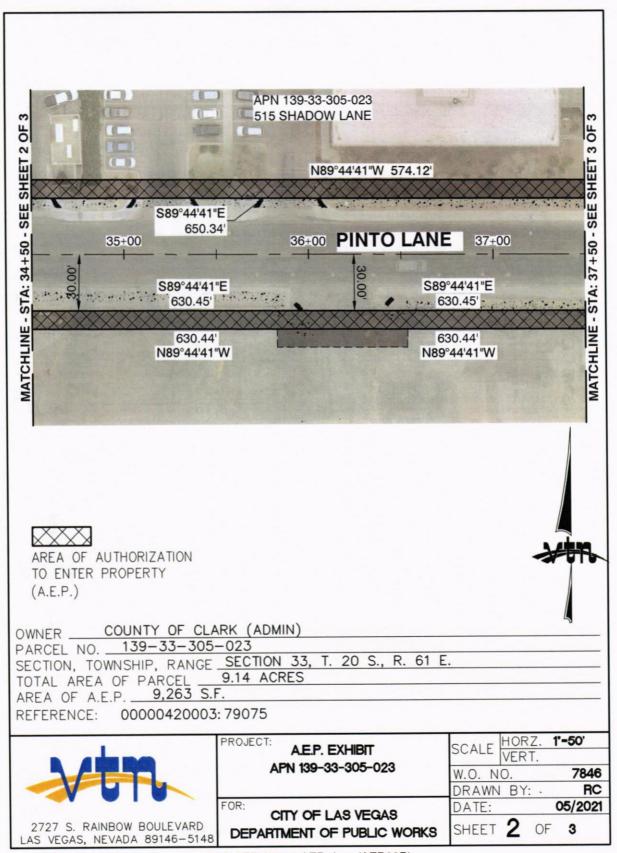
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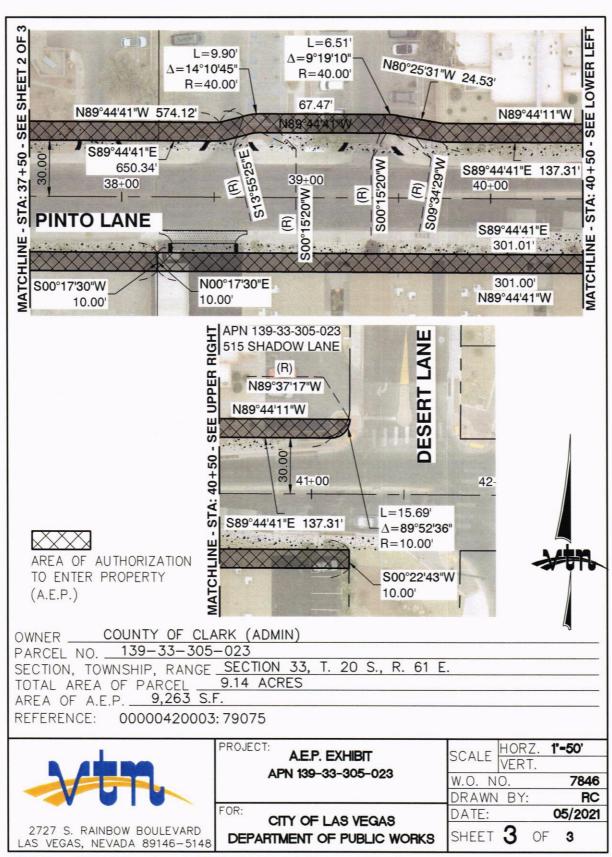












ASSESSORS PARCEL NUMBER 139-33-305-023

