

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 54						
Corporate/Business Entity Name: Oventon Power District No. 5						
(Include d.b.a., if applicable) OPD 5						
Street Address: 615 N. Moapa Valley Blvd.			Website: www.opd5.com			
City, State and Zip Code: Oventon, NV 89040			POC Name: Luke Whitney			
			Email: Lwhitney@opd5.com			
Telephone No: (702) 397-2512			Fax No: (702) 397-2583			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

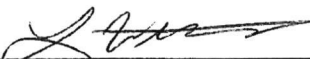
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Luke Whitney Print Name
Staking Engineer Title	5-6-21 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

APN(s): {041-27-601-005}
{041-27-601-006}
{041-27-701-001}
{041-27-701-002}

WHEN RECORDED MAIL TO:
OVERTON POWER DISTRICT NO. 5
ATTN: BRETT GALE
615 N Moapa Blvd PO Box 395
Overton, NV 89040

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 OVERTON POWER DISTRICT NO. 5 ("**Grantee**"), its successors and assigns, to exercise the right:

1. to enter in and upon Grantor's land described as a portion of Section 27, Township 15 South, Range 67 East, M.D.M., Clark County, Nevada, described in Exhibit "A" hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, and remove electrical facilities ("**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 Utility 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 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 Utility Facilities in the Project Area.

Grantee 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 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.

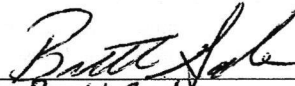
Grantee may use the Utility Facilities to provide service to: **Clark County only**. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements – except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements 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 Non-Exclusive Easement form attached hereto as Exhibit "B" ("**Grant of Non-Exclusive Easement**"), "as-built" survey, and legal description for review to Grantor, Grantor will execute the Grant of Non-Exclusive Easement containing a specific description of the area of the perpetual easement being conveyed within the Project Area. However, the Grant of Non-Exclusive 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 Non-Exclusive 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 Non-Exclusive Easement, it will replace and supersede this Right of Entry.

GRANTOR:
COUNTY OF CLARK
a political Subdivision of the State of Nevada

GRANTEE:
OVERTON POWER DISTRICT NO. 5


By: Lisa Kremer
Title: Director, Real Property Management



By: Brett Crule

Title: Engineering Supervisor

APPROVED AS TO FORM:



By: Nichole Kazimirovicz
Title: Deputy District Attorney

[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, Nevada.

Signature of Notarial Officer

Notary Seal area →

STATE OF NEVADA) COUNTY
OF CLARK)

This instrument was acknowledged before me on March 9, 2023 by
Brett Gale as Engineering Supervisor

Rebecca LeGro
Signature of Notarial Officer

Notary Seal area →

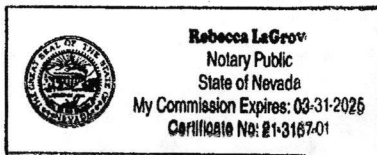


Exhibit A



Exhibit B

APN(s): {041-27-601-005}
{041-27-601-006}
{041-27-701-001}
{041-27-701-002}

WHEN RECORDED MAIL TO:
OVERTON POWER DISTRICT NO. 5
ATTN: BRETT GALE
615 N Moapa Blvd PO Box 395
Overton, NV 89040

**GRANT OF NON-EXCLUSIVE
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 Overton Power District No. 5 ("**Grantee**"), its successors and assigns, a perpetual right and non-exclusive 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**") in, upon, over, under 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; and
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, 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: **Clark County only**. 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.

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, this 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 for 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.

Grantee shall bear the entire cost and expense incurred in connection with Grantor's construction, maintenance, repair and/or renewal, and any and all modification, revision, relocation, removal or reconstruction of the Utility Facilities.

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

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

THIS GRANT OF NON-EXCLUSIVE 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

GRANTEE:
OVERTON POWER DISTRICT NO. 5

By: Lisa Kremer
Title: Director, Real Property Management

By: _____
Title: _____

APPROVED AS TO FORM:

By: Nichole Kazimirovicz
Title: Deputy District Attorney

[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, Nevada.

Signature of Notarial Officer

Notary Seal area →

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

Signature of Notarial Officer

Notary Seal area →

Exhibit A

{Insert Legal Description of Easement Area}

GRANT BOWLER PARK
ASSESSOR PARCEL NUMBERS
041-27-701-002, 001 & 041-27-601-006, 005



Catalyst

