

APN: 177-30-299-015 and 177-30-299-017

WHEN RECORDED PLEASE RETURN TO:

Clark County Department of Public Works  
Attention: Kathleen Kingston, Design Engineering  
500 S. Grand Central Parkway, #2001  
Las Vegas, Nevada 89106

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### EASEMENT USE AGREEMENT

THIS EASEMENT USE AGREEMENT ("Agreement") is made and entered into as of this 2nd day of February, 2021, by and between VALLEY ELECTRIC ASSOCIATION, INC., a Nevada nonprofit cooperative corporation without stock, and its successors and assigns (collectively, "Valley") and CLARK COUNTY, a Nevada political subdivision ("County").

### RECITALS

WHEREAS, Valley or its subsidiary is the holder of the Easement granted by the Bureau of Land Management on July 6, 1965, documented as Nev-059100, and subsequently amended to be granted in perpetuity, upon which Valley has constructed a 138kV electrical transmission line and related facilities, as may exist from time to time (the "Transmission Line"). A portion of the Easement (the "Encroachment Area") is located on portions of dedicated public rights-of-way owned by County, located at the intersection of the Ullom Drive and Le Baron Avenue street alignments, and commonly known as APN 177-30-299-015 and APN 177-30-299-017, and further described in the recorded document numbers 20090508-0003036, 20191021-0001601 and 20191021-0001602. For the purposes of this Agreement, APN 177-30-299-015 and APN 177-30-299-017 are defined as the "Property" owned by the County.

The Easement is described in Exhibit A, which is attached hereto and incorporated herein by this reference. The Encroachment Area, as described in Exhibit B, is attached hereto and incorporated herein by this reference.

WHEREAS, County intends to construct certain underground improvements on the Property, some of which are located in the Encroachment Area. Valley is willing to agree to such improvements within the Encroachment Area, subject to the terms of this Agreement.

WHEREAS, County acknowledges and agrees that the Transmission Line is a potentially dangerous facility.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration and the covenants and promises made herein, each of the parties hereto agree as follows:

1. **The Improvements.** County intends to install the Silverado Ranch Detention Basin and Outfall Facilities, which are generally described in Exhibit C and depicted in Exhibit D and are incorporated herein by reference (the "Permitted Encroachments"). The Permitted Encroachments encroach onto and underneath the surface of the Encroachment Area. Subject to the terms of this Agreement, Valley hereby consents to County installing and maintaining the Permitted Encroachments within the Encroachment Area in conformance with the respective plans therefor.
2. **Access to Easement and Transmission Line.** No other improvements of any kind or any changes in grade shall be erected, placed, made or permitted on, over, under or within the Encroachment Area, other than the Permitted Encroachments. Subject to the Permitted Encroachments, if applicable, County shall provide a clear, unimpeded right-of-way to Valley to the Encroachment Area. County further acknowledges that Valley may enter upon said Encroachment Area for the purpose of ingress and egress, inspection, surveying, construction, operation, reconstruction, improvement, enlargement, replacement, alteration, maintenance and removal of the Transmission Line or the related facilities, along with the authority to cut, remove, trim, or otherwise control all trees, brush and other growth on or over the Encroachment Area, which, in the opinion

of Valley, may interfere with the Transmission Line and the related facilities or the use of the Encroachment Area by Valley. Notwithstanding the above, said work of Valley shall not materially or unreasonably interfere with the Permitted Encroachments.

3. **Waiver of Claims.** County acknowledges that the Permitted Encroachments and Encroachment Area shall be used by County at its own risk. To the fullest extent permitted by applicable law, County, as a material part of the consideration to Valley, hereby assumes all risk of, and waives all claims it may have against Valley, its affiliates, subsidiaries, employees, agents, contractors, invitees and any of their successors and assigns and any affiliates, employees, agents, contractors or invitees of any such successors and assigns (the "Valley Parties") for damage to or loss of property (including, without limitation, loss of profits and intangible property) or personal injury or loss of life or other damages of any kind resulting from the use of the Encroachment Area or the Permitted Encroachments, or any part thereof, encroaching into the Encroachment Area, or resulting directly or indirectly from any act or omission of any person, or due to any condition, design or defect of the Permitted Encroachments; provided, however, that this assumption and waiver shall not apply to the extent such claims are determined by a court of competent jurisdiction, or as otherwise determined by the parties hereto, to have been proximately caused by the negligence, gross negligence or willful misconduct of any of the Valley Parties.
4. **Maintenance of Transmission Line.** Valley or its subsidiaries and licensees are required to maintain, at its cost and expense, the Transmission Line and related facilities and fiber optic lines, if any, located within the Encroachment Area. Subject to the limitations set forth in Section 3, Valley and its subsidiaries and licensees will use reasonable efforts to protect and preserve from damage any of the Permitted Encroachments permitted to be placed or installed within the Encroachment Area. Valley may perform any "emergency" repairs as may be required on the Transmission Line or related facilities without prior notice to County.
5. **Corrective Action.** In the event Valley determines that a safety hazard or a dangerous condition exists which is (a) within the buffer area described in and calculated by NRS 455.220 and 455.230 and (b) caused by or is the result of any of the Permitted Encroachments which have been installed within the Encroachment Area, and such condition could jeopardize the operation of the Transmission Line or related facilities, or

such condition could cause injury, Valley shall promptly notify County and County agrees to correct the applicable Permitted Encroachments. In the event Valley deems any such condition to be one of an "emergency" nature, Valley shall take whatever action it deems necessary and appropriate, except removal of the Permitted Encroachments, to immediately correct the hazard or dangerous condition. If there is no immediate danger, and County fails to correct said condition within thirty (30) days from notice, then and in such event, Valley may correct same at the expense of County.

6. **Disclaimer of Interest in Easement.** By signing below, County hereby disclaims any interest in the Easement and the Transmission Line and related facilities. However, County retains all rights and interests as fee owner in APN 177-30-299-015 and APN 177-30-299-017 as set forth in the deeds recorded as books and instruments 201910210001601, 201910210001602 & 200905080003036.
7. **Use of Encroachment Area.** Any use of the Encroachment Area by County is subject to the terms and conditions of this Agreement.
8. **Notices.** All notices to the parties shall be deemed given upon receipt and shall be sent certified or registered United States mail, return receipt requested, and postage prepaid, or delivered if delivered by recognized professional courier service respectively addressed to each of the parties at the addresses set forth below or by facsimile with an original thereafter sent by United States mail, postage prepaid.
9. **Miscellaneous.** In the event either party is required to initiate legal action to interpret or enforce the terms and conditions of this Agreement, each party shall be responsible for its own attorneys' fees and court cost (at trial and on appeal) as awarded by a court of competent jurisdiction. If any term, covenant or condition of this Agreement or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, then all remaining terms, covenants and conditions of this Agreement shall remain in full force and effect. The laws of the State of Nevada shall govern the validity, construction, performance, enforcement and effect of this Agreement. Any legal action hereunder or in any way pertaining hereto must be instituted and maintained in Clark County, Nevada. This Agreement shall run with the land and be binding upon each party hereto and their successors and assigns. Any transferee of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in

its Property (or portion thereof) and to have agreed with the then owner or owners of all other portions of the Property. All headings are included for purposes of convenience only. Any failure by a party, at any time, to enforce or require the other party's compliance with any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions or a waiver of the party's right to avail itself of all remedies it may have for breach of said terms and conditions. Time is of the essence. All recitals set forth in this Agreement are hereby incorporated by reference. This Agreement may be abrogated, modified, amended, rescinded, or terminated only by agreement in writing by all of the parties hereto and duly recorded in the Official Records of Clark County, Nevada. County represents that it is the sole owner of the fee simple interest in and to the Property and no other person or entity is required to execute this Agreement.

[signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

P.O. Box 237  
Pahrump, NV 89041

**VALLEY ELECTRIC ASSOCIATION, INC.**  
a Nevada non-profit cooperative corporation without stock

By:



Print  
Name:

Mark Stallons

Title:

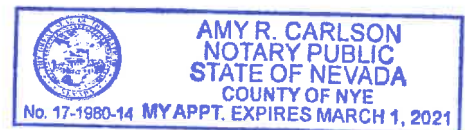
Chief Executive Officer

STATE OF NEVADA

COUNTY OF NYE

This instrument was acknowledged before me on January 7<sup>th</sup>, 2021,

Mark Stallons, as Chief Executive Officer of Valley Electric Association, Inc. a Nevada non-profit cooperative corporation without stock.

  
Notary Public

500 S. Grand Central Parkway  
Las Vegas, NV 89155

**CLARK COUNTY, A Nevada Political Subdivision**

**APPROVED AS TO FORM:**

By: 

Print  
Name: Laura C. Rehfeldt

Title: Deputy District Attorney

By: \_\_\_\_\_

Print  
Name: Randall J. Tarr

Title: Assistant County Manager

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by Randall J. Tarr, as Assistant County Manager of Clark County, a Nevada political subdivision.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Description of the Easement**

An eighty (80) foot wide easement for any utility purposes, whether public or private, including above ground high-voltage electric transmission lines and related facilities, as may exist from time to time, granted to Valley by the Bureau of Land Management (BLM) on July 6, 1965, documented as Nev-059100, and subsequently amended to be granted in perpetuity.



## **EXHIBIT B**

### **Encroachment Area**

The "Encroachment Area" is described as follows:

That portion of the north eighty feet (80') of the east eighty feet (80') of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 30, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada lying within that previously dedicated portion of Le Baron Avenue and Ullom Street as described and shown in Instruments 201910210001601 & 200905080003036, on file in the Official Records of the Clark County Recorder, Clark County, Nevada;

#### **TOGETHER WITH:**

That portion of the north eighty feet (80') of the west eighty feet (80') of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section 30, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada lying within that previously dedicated portion of Le Baron Avenue and Ullom Street as described and shown in Instruments 201910210001602 & 200905080003036, on file with said Recorder.

## **EXHIBIT C**

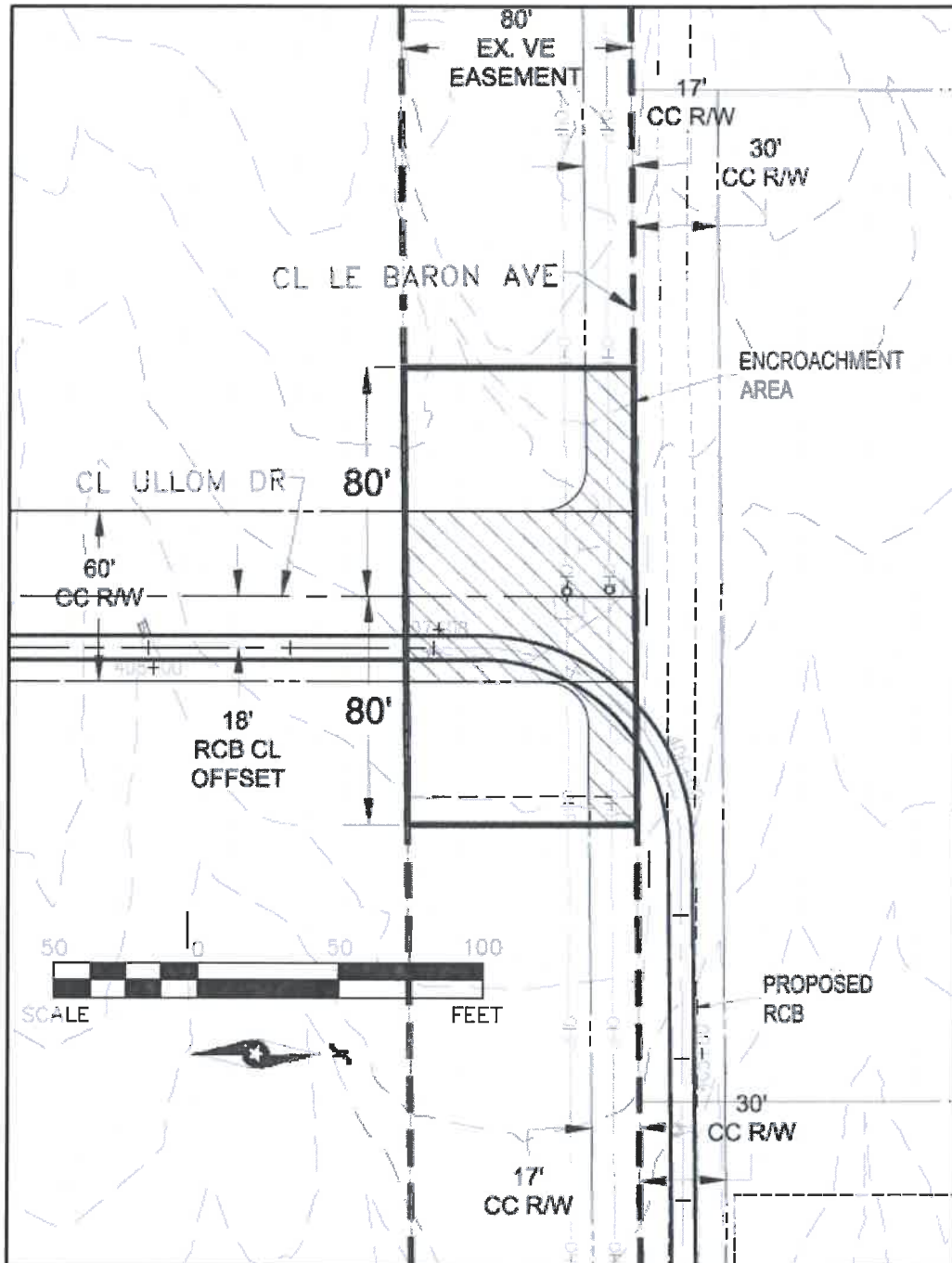
### **Description of the Permitted Encroachments**

The “Permitted Encroachments” are described as a portion of the 8-foot wide by 6-foot high reinforced concrete box storm drain proposed within Ullom Drive and Le Baron Avenue to be constructed approximately 16 feet below existing ground, together with associated improvements including, but not limited to, a 48-inch access manhole, trench backfill material, dust palliative and/or gravel mulch to cover the finished surface of the land, and other construction equipment or materials needed for the facility.

The storm drain conveys storm water to the Silverado Ranch Detention Basin, a public flood control facility which is a part of the Regional Flood Control District Master Plan for the Las Vegas Valley Area. The storm drain and detention basin are to be constructed by County per the improvement plans entitled “Silverado Ranch Detention Basin and Outfall Facilities, Project Number L-2164.”

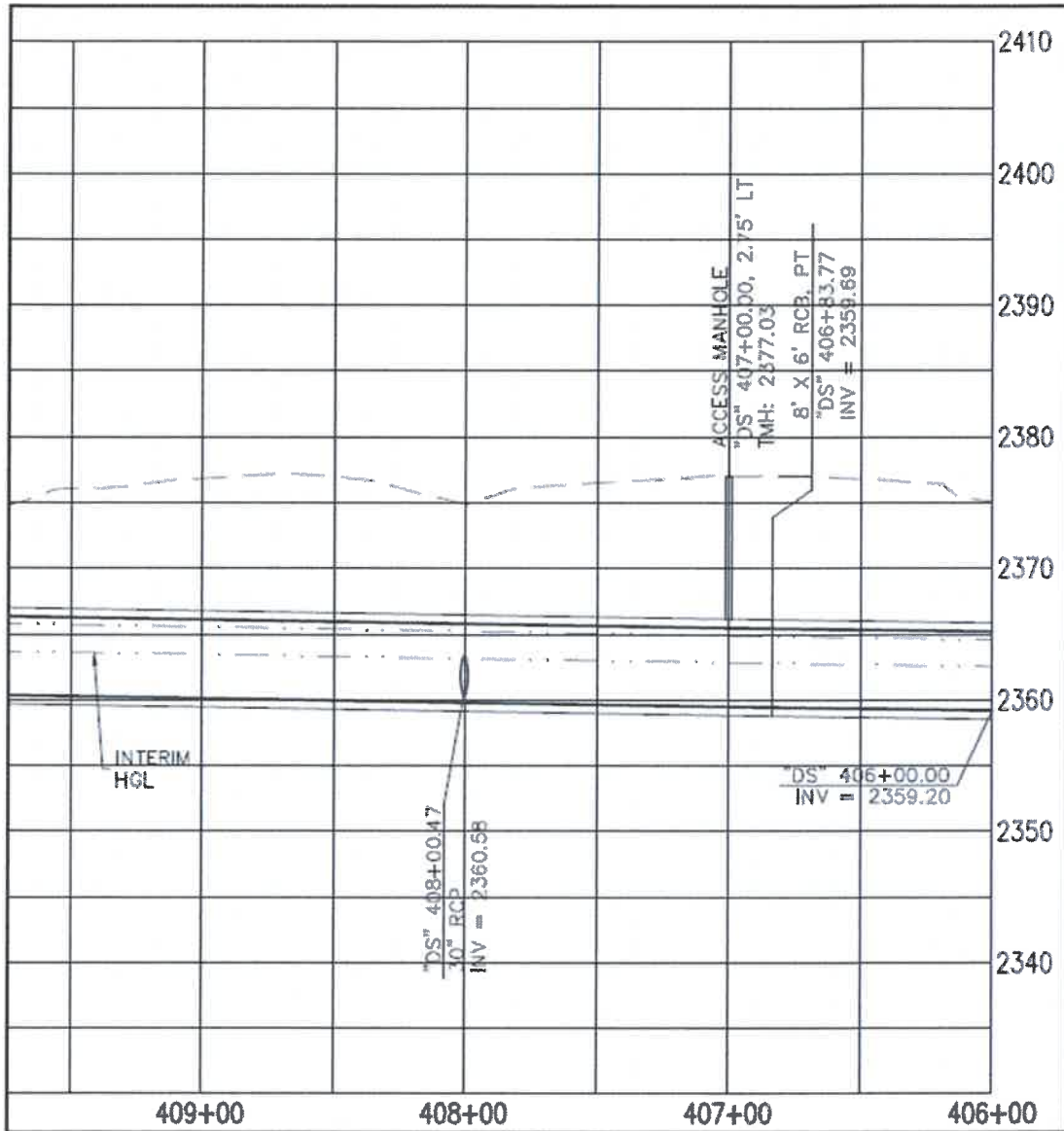
**EXHIBIT D – Page 1**

**Depiction of the Permitted Encroachments**



## EXHIBIT D – Page 2

### Depiction of the Permitted Encroachments



**Profile of Proposed 8'x6' Reinforced Box Culvert (RCB)**