APN: 124-19-899-004

GRANT OF NON-EXCLUSIVE PERMANENT EASEMENT

WHEN RECORDED, RETURN TO:

Clark County Department of Public Works Attention: Dustin Crowther, Survey Division 500 South Grand Central Parkway, Suite 2017 Las Vegas, Nevada 89106

GRANT OF NON-EXCLUSIVE PERMANENT EASEMENT

THIS INDENTURE OF EASEMENT (hereinafter referred to as "Non-Exclusive Permanent Easement," "Permanent Easement" or "Easement") is made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter known as GRANTOR, and KERN RIVER GAS TRANSMISSION COMPANY, a Delaware corporation, its successors and assigns, agents and representatives, hereinafter referred to as GRANTEE.

WHEREAS, by Bureau of Land Management Grant CA-17918 (N-42581) dated December 28, 1990, Amended Grant CA-17918 dated October 31, 1994, and Amended Grant CA-17918 dated July 30, 2002, **GRANTEE** received the right to construct, operate, and maintain natural gas transmission pipelines and related facilities on then public lands which is now on Assessor's Parcel Number 124-19-899-004;

WHEREAS **GRANTOR** is the owner of record of Assessor's Parcel Number 124-19-899-004 dedicated as Northern Clark County 215 Bruce Woodbury Beltway, recorded as Instrument 20040430-0000982, in the Office of the Clark County Recorder, Clark County, Nevada, being a portion of Bureau of Land Management Land Patent 27-2002-0015 dated January 7, 2002;

WHEREAS patent 27-2002-0015 is subject to: "[V]alid and existing rights;" and

WHEREAS **GRANTOR** desires to convey to **GRANTEE** a Non-Exclusive Permanent Easement on the property described below and **GRANTEE** desires to acquire such Easement.

WITNESSETH:

GRANTOR, to the extent that **GRANTOR** has legal rights to grant this Non-Exclusive Permanent Easement, for valuable consideration set forth herein, and subject to the conditions stated herein, does, by these presents, hereby grant and convey unto **GRANTEE**, its successors and assigns, a Non-Exclusive Permanent Easement only for the purpose of constructing, trenching, operating, protecting, maintaining, repairing, reconstructing, and/or replacing **GRANTEE**'s 36-inch pipeline and related appurtenant structures, including but not limited to above and below ground valves,

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metering equipment, **GRANTEE's** communications cable, electrical cable, cathodic equipment, underground conduit, cable, traveling, and splicing boxes, hereinafter collectively referred to as "**Pipeline Facilities**", under, across, and through that certain parcel of land described as:

That certain parcel of land situated in Government Lot 17, Section 19, Township 19 South, Range 61 East, M.D.M., Clark County, Nevada, located within a portion of Bureau of Land Management Patent 27-2002-0015 and more particularly described and shown, in **Exhibits A** and **B** attached hereto and incorporated by reference ("**Easement Area**").

To the extent that any minor discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the parties agree to make adjustments to the descriptions in **Exhibit A** and **Exhibit B**, based on as-built drawings.

GRANTOR and **GRANTEE**, their successors and assigns, hereby covenant and agree that:

- 1. In addition to the purpose stated above, **GRANTEE** shall utilize the Easement Area to locate, survey a route, construct, entrench, maintain, protect, inspect, replace and operate the pipeline at a maximum allowable operating pressure determined by relevant regulations promulgated by the Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation, or any successor federal agency.
 - 1.1 All construction, operation, maintenance, repair, reconstruction, and/or replacement shall be done at no cost or expense to **GRANTOR**, and in compliance with all applicable ordinances, regulations, statutes, codes and rules, including but not limited to the Federal Energy Regulatory Commission (FERC) Certificate of Public Convenience and Necessity, and in a manner such as to pose no undue inconvenience to the public, other utilities, improvements and **GRANTOR**.
 - 1.2 **GRANTEE** agrees that only those Pipeline Facilities as described above will be installed within the Easement Area. No additional facilities shall be constructed by **GRANTEE** within the Easement Area without written permission from the **GRANTOR**.
 - 1.3 **GRANTEE** shall bear the entire cost and expense incurred in connection with **GRANTEE's** construction, maintenance, repair and/or replacement, and any and all modification, revision, relocation, removal or reconstruction of the Pipeline Facilities.
 - 1.4 **GRANTEE** shall operate, maintain, and repair the Pipeline Facilities in a good and safe condition. **GRANTEE** shall not leave debris, trash, or waste, within the

APN: 124-19-899-004 GRANT OF NON-EXCLUSIVE PERMANENT EASEMENT

Easement Area.

- 2. This Easement shall carry with it the right of ingress and egress to and from, and access on and across the Easement Area for the purpose of constructing, trenching, operating, protecting, maintaining, repairing, reconstructing, and/or replacing **GRANTEE's** Pipeline Facilities.
- 3. **GRANTEE**, at its sole cost and expense, shall maintain, protect, and take care of all work areas required for construction, operation, maintenance, repair, reconstruction and/or replacement of the Pipeline Facilities. **GRANTEE** shall, at its sole cost and expense within a reasonable timeframe, repair, reconstruct, and/or replace any improvements and/or property disturbed, damaged, and/or altered by **GRANTEE** to the condition the property was in prior to the damage, disturbance and/or alteration, to the extent reasonably possible.
- 4. GRANTEE acknowledges that its use of the Easement Area granted herein shall not prohibit, block fence, damage, restrict, remove, or interfere with GRANTOR's Northern Clark County 215 Bruce Woodbury Beltway improvements. If GRANTEE within the Northern Clark County 215 Bruce Woodbury Beltway right-of-way, GRANTEE within the Northern Clark County 215 Bruce Woodbury Beltway right-of-way, GRANTOR shall notify GRANTEE and give GRANTEE fifteen (15) days, or a shorter period of time if there is a threat to public safety, to initiate removal of such obstructions or impediments. If GRANTEE does not remove the obstruction or impediments, they may be removed by GRANTOR with notice to GRANTEE, and at the sole expense of GRANTEE. Any cost or expense incurred by GRANTOR in removing said obstructions or impediments shall be paid by GRANTEE within 30 days of notice from GRANTOR.
- 5. If any damages to **GRANTOR'S** Northern Clark County 215 Bruce Woodbury Beltway improvements should occur in connection with **GRANTEE'S** use of the Easement Area, including ingress and egress, **GRANTEE** shall immediately notify the Director of Clark County Department of Public Works in writing. **GRANTEE** understands and agrees that **GRANTEE** shall be responsible for any damages it causes to the Northern Clark County 215 Bruce Woodbury Beltway improvements and Easement Area, and at **GRANTEE's** sole cost and expense, shall promptly repair and/or replace any and all damaged property and/or improvements to its condition prior to **GRANTEE'S** use, or, at the **GRANTOR'S** option, repairs may be done by **GRANTOR**, and **GRANTEE** shall promptly pay for the reasonable restoration/repair costs within thirty (30) days of completed restoration or repair and receipt of billings from **GRANTOR**.
- 6. **GRANTEE** agrees to not store any vehicles, equipment, construction materials and/or stockpile materials, including a construction office facility, within the Easement Area

without written permission from the GRANTOR.

- 7. **GRANTEE** hereby agrees to defend, indemnify and hold **GRANTOR**, its officers, agents employees, directors and County Commissioners harmless from and against any and all claims, lawsuits, losses, judgments, including but not limited to, reasonable attorneys' fees and expenses, costs and expenses for damage, or personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may result from, arise out of or be in connection with GRANTEE's use of the Easement Area. Such losses or alleged losses include, but are not limited to, injury or damage to the person or goods, wares, merchandise or other property of **GRANTOR**, loss of rents, liens, judgments, penalties, reasonable attorney's and consultant's fees, expenses and/or any other liabilities of any nature whatsoever, to the extent and proportion that GRANTEE is at fault. For avoidance of doubt GRANTEE is under no obligation to indemnify GRANTOR for any claims, lawsuits, losses, judgments, including but not limited to, reasonable attorneys' fees and expenses, costs and expenses for damage, or personal injury (including death), property damage, or other harm whatsoever for which recovery of damages is sought, suffered by any person or persons, that results solely from **GRANTOR's** fault.
 - 7.1 At its option, GRANTOR may elect to hire an attorney and/or attorneys to defend GRANTOR, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If GRANTOR exercises this option, GRANTEE agrees that GRANTEE remains subject to all indemnification obligations as set forth in this Section 7, including but not limited to, paying all reasonable costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. GRANTOR may at any time compromise or settle any claim, cause of action, suits and/or arbitration if GRANTOR pays the settlement or compromise amount; provided, however, that GRANTOR and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate **GRANTEE** for the payment of money or to take any action without **GRANTEE**'s prior approval. Notwithstanding the above, if GRANTEE fails to indemnify or defend the GRANTOR and it is determined that the GRANTOR is legally liable to the third-party due to GRANTEE's fault with whom settlement was made or in whose favor the judgment rendered and the amount to be paid or was paid is reasonable, then **GRANTEE** is liable to the **GRANTOR** for that amount, plus all of **GRANTOR**'s documented fees, costs, and expenses. GRANTEE agrees, within thirty calendar days of receipt of invoice from the **GRANTOR** to pay all reasonable judgements, attorney's fees and such other costs and/or expenses as required by the GRANTOR

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- in the handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.
- 7.2 Sections 7 and 7.1 survive termination of the Easement.
- 8. If an emergency should arise, **GRANTEE** shall provide as much notice as practicable to **GRANTOR** before commencing any ground disturbance work within the Easement Area. To the extent public safety is not jeopardized, **GRANTEE** shall obtain necessary permits in advance of ground disturbing work. All such work shall be prosecuted diligently to completion.
- 9. Neither **GRANTOR**, nor its successors and assigns, shall disturb, injure, molest, or in any manner unreasonably interfere with **GRANTEE**'s Pipeline Facilities. However, **GRANTOR** retains the right to construct additional improvements, including, but not limited to, public improvements, and/or maintain, clear, and keep clear any obstruction from the surface or subsurface of the Easement Area as may be deemed necessary to insure the safe and proper operation of said **GRANTOR**'s improvements, provided **GRANTOR**'s improvements do not interfere with the Pipeline Facilities and **GRANTOR** complies with all applicable state and federal pipeline safety laws, rules, and regulations. Prior to the commencement of any construction within the Easement Area, **GRANTOR** shall enter into an encroachment agreement with **GRANTEE** in the form attached to this Easement as **Exhibit C**.
- 10. **GRANTOR** acknowledges that there are restrictions on **GRANTOR**'s use of the Easement Area. **GRANTOR** acknowledges that prior to performing any excavation within the Easement Area, it must make an 811 call, and a Kern River Gas Transmission Company employee or representative must be present during excavation. In addition, **GRANTOR** acknowledges that any subsurface crossings of the pipeline shall be done, to the extent practical, perpendicular to the pipeline, or as close to perpendicular as possible.
- 11. **GRANTEE** shall be responsible at its sole cost and expense for promptly removing any liens, restrictions, and/or covenants on the Easement Area which arise out of or are related to **GRANTEE**'s use of the Easement Area, and **GRANTEE** shall indemnify, defend and hold harmless **GRANTOR** against any action arising out of or related to a lien or encumbrance on **GRANTOR's** property that arises out of **GRANTEE's** use of the Easement Area. If **GRANTEE** fails to promptly and fully remove any liens, restrictions, and/or covenants, **GRANTOR** may pay the same or any part thereof and **GRANTEE** shall be liable to **GRANTOR** for any such costs.
- 12. **GRANTEE** agrees not to use or dispose of any hazardous materials at, within, or on the

GRANT OF NON-EXCLUSIVE PERMANENT EASEMENT

Easement Area in violation of any applicable law. As used in this Easement agreement, "Hazardous Materials" shall mean any waste, product, or other substance that is regulated as hazardous or toxic under applicable laws.

- 12.1 **GRANTEE** agrees that if any of its agents, volunteers, representatives, contractors, and/or subcontractors cause to be placed on the Easement Area any Hazardous Material in a manner that imposes characterization, remediation or removal obligations under an applicable law, then **GRANTEE** will be responsible for requiring **GRANTEE's** agents, volunteers, representatives, contractors, and/or subcontractors to be responsible at their sole cost and expense for such characterization, remediation and removal obligations. This requirement does not preclude **GRANTEE** from seeking equitable and/or monetary redress, under applicable laws or otherwise, from any entity responsible for or contributing to the condition that has resulted in the characterization, remediation and/or removal obligations under applicable law.
- 13. **GRANTEE** agrees that throughout the duration of this Non-Exclusive Permanent Easement, at its sole cost and expense, **GRANTEE** will be responsible for the compliance with applicable local, state and federal laws, including but not limited to, Clark County Air Quality Regulations attributable to **GRANTEE's** activities within the Easement Area, including ingress and egress. **GRANTEE** shall also throughout duration of this Easement, at its sole cost and expense, be responsible for all dust mitigation required by a governmental agency attributable to **GRANTEE's** activities within the Easement Area, including ingress and egress.
- 14. Consistent with Federal regulations governing the abandonment of natural gas transportation facilities, **GRANTEE** may at any time permanently abandon said Easement Area and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action, unless otherwise requested by **GRANTOR**, **GRANTEE** shall execute and record a reconveyance and release hereof, whereupon this Easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.
 - 14.1 If **GRANTEE** abandons in place the Pipeline Facilities, and such Pipeline Facilities interfere with existing or future improvements of the **GRANTOR**, as solely determined by the **GRANTOR**, then **GRANTEE** agrees, within sixty (60) days of receipt of notice from the **GRANTOR**, to remove the interfering Pipeline Facilities at its sole cost and expense and at no cost or expense to the **GRANTOR**, and in accordance with all applicable federal, state and local laws. If **GRANTEE** does not remove said Pipeline Facilities within that time period, the **GRANTOR**, or its contractor, may do so at **GRANTEE**'s cost and

expense and **GRANTEE** agrees to pay the **GRANTOR** the costs and expenses specific to removal or alternative mitigation, as solely determined by the **GRANTOR**, to eliminate the interference, within thirty (30) days of receipt of invoice by the **GRANTOR**. If the **GRANTOR** determines that it, or its contractor, must remove or mitigate the interference with said Pipeline Facilities, **GRANTOR** does not need consent of the **GRANTEE**.

- 14.2 Sections 14 and 14.1 survive termination of this Easement.
- 15. The possession, title, and use of the said premises are to be and remain in said **GRANTOR**, its successors and assigns, subject to the grant herein made.
- 16. **GRANTOR** is granting the Easement Area in "as-is" condition and under the assumption that **GRANTEE** has performed an independent investigation of the Easement Area. **GRANTEE** is responsible for removal of any Hazardous Materials discovered during the use of the Easement Area that **GRANTEE** or its agents placed in the Easement Area. In the event **GRANTEE** discovers any Hazardous Materials placed there by **GRANTOR** or any third-party not affiliated with **GRANTEE**: (A) **GRANTEE** will promptly notify GRANTOR; (B) to the extent GRANTEE disturbed the Hazardous Material, GRANTEE will be responsible for remediating the Hazardous Material to the degree of GRANTEE's disturbance; and (C) GRANTOR will be responsible for ultimate disposition of the Hazardous Material (not including GRANTEE's obligation in sub-section 16(B). Notwithstanding the above, GRANTOR makes no warranties regarding the physical condition or stability of the Easement Area, the existence of Hazardous Materials on or under the surface, or the suitability of the Easement Area for **GRANTEE's** purposes or for any other purpose. GRANTOR is unaware of any such physical condition, instability of the area, or existence of Hazardous Materials.
- 17. Except by reason of the sale, merger or acquisition of **GRANTEE**, **GRANTEE** shall not assign this Non-Exclusive Permanent Easement, in whole or in part, or any rights herein granted, without the prior written consent of **GRANTOR**, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Non-Exclusive Permanent Easement or any other rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void. Such consent shall not be unreasonably withheld or delayed. **GRANTEE** may in its discretion execute and record a reconveyance and release thereof, whereupon this Easement and all rights privileges herein mutually granted shall be fully cancelled and terminated.
- 18. **GRANTOR** retains all other rights in the Easement Area. Subject to this Non- Exclusive Permanent Easement, **GRANTOR** further retains the right to issue permits or other rights

to others to use the Easement Area. However, **GRANTEE** shall require others to obtain an encroachment permit from **GRANTEE** prior to any construction work within the Easement Area. **GRANTEE**, not **GRANTOR**, is responsible for maintaining and enforcing the Non-Exclusive Permanent Easement granted herein for purposes of ensuring the safe and reliable operation of its Pipeline Facilities. **GRANTEE**, and not **GRANTOR**, is responsible for restricting any non-compatible use by others not a party to this Non-Exclusive Permanent Easement and within the Easement Area.

- 19. All provisions of this Non-Exclusive Permanent Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the **GRANTOR**, the **GRANTEE**, and their heirs, successors, and assigns.
- 20. The laws of the State of Nevada shall govern the terms of this Non-Exclusive Permanent Easement.
- 21. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

COUNTY OF CLARK, NEVADA

Randall J. Tarr

Deputy County Manager

Robert Checketts

Vice President, O

Vice President, Operations and Engineering

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.)
This instrument was acknowledged be By Robert Checketts as Vice Presiden Transmission Company, a Delaware C	efore me on the 5th day of 2021, nt, Operations and Engineering for Kern River Gas Corporation.
Notary Public Soush	HEATHER JOOSTEN Notary Public – State of Utah Comm. No. 697507 My Commission Expires on Oct 30, 2021
STATE OF NEVADA)	
COUNTY OF CLARK) ss.	
This instrument was acknowledged be By as liability company.	efore me on the day of, 20, for a Nevada limited
Notary Public	

APN: 124-19-899-004

GRANT OF NON-EXCLUSIVE PERMANENT EASEMENT

APN: 124-19-899-004 OWNER: COUNTY OF CLARK

EXPLANATION:

GRANT OF A 50' WIDE GAS UTILITY EASEMENT TO KERN RIVER GAS TRANSMISSION COMPANY.

BASIS OF BEARINGS

EXPIRES 06-30-21

HELLUMS

NORTH 88°10'36" WEST BEING THE BEARING OF THE SOUTH LINE OF GOVERNMENT LOT 18 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN BY MAP THEREOF IN BOOK 107 OF PLATS, PAGE 17, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

LEGAL DESCRIPTION

BEING A PORTION OF GOVERNMENT LOT 17 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M. AND A PORTION OF THE CLARK COUNTY 215 BELTWAY, CLARK COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT "H" OF THE "ALIANTE PARCEL 21" FINAL MAP, AS SHOWN IN BOOK 107 OF PLATS, PAGE 17, CLARK COUNTY, NEVADA, OFFICIAL RECORDS; SAID POINT OF BEGINNING LIES ON THE SOUTH LINE OF GOVERNMENT LOT 17 OF SECTION 19. TOWNSHIP 19 SOUTH. RANGE 61 EAST, M.D.M., AS SHOWN ON THAT DEPENDENT RESURVEY PLAT OF T19S, R61E, M.D.M., EXECUTED BY NEIL R. FORSYTH, CADASTRAL SURVEYOR, BEGINNING MARCH 15, 1990, AND COMPLETED ON APRIL 17, 1990 & SHOWN IN FILE 57 OF SURVEYS, PAGE 5, CLARK COUNTY, NEVADA, OFFICIAL RECORDS; SAID POINT ALSO LIES ON THE EASTERN RIGHT-OF-WAY OF THE CLARK COUNTY 215 BELTWAY. AS SHOWN IN THE CORRECTIVE DEED O.R. 20040430:00982; BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 5,325.12 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 31'44'29" EAST; THENCE ALONG THE CURVE AND THE WESTERN BOUNDARY OF SAID LOT "H", NORTHEASTERLY AND TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01'00'37" AN ARC DISTANCE OF 93.90 FEET TO THE POINT OF BEGINNING: THROUGH WHICH A RADIAL LINE BEARS SOUTH 32'43'48" EAST:

DESCRIPTION CONTINUED ON NEXT PAGE

PAGE 1 OF 6

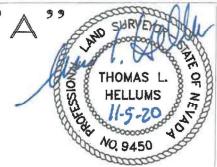
DWYER ENGINEERING INC.

7310 SMOKE RANCH RD., SUITE E LAS VEGAS, NEVADA 89128

Phone: (702) 254-2200 Fax: (702) 254-2236 CLARK COUNTY
GRANT OF EASEMENT
TO KERN RIVER GAS COMPANY

Drawn: PGD Pn: 19845 Date: 11-5-20

APN: 124-19-899-004 OWNER: COUNTY OF CLARK



EXPIRES 06-30-21

LEGAL DESCRIPTION (cont.)

THENCE CONTINUING ALONG THE CURVE NORTHEASTERLY AND TO THE LEFT THROUGH A CENTRAL ANGLE OF 00'56'33" AN ARC DISTANCE OF 87.60 FEET TO A POINT, THROUGH WHICH A RADIAL LINE BEARS SOUTH 33'41'39" EAST; THENCE DEPARTING THE WESTERN BOUNDARY OF SAID LOT "H", NORTH 88'24'58" WEST A DISTANCE OF 165.58 FEET TO A POINT; THENCE SOUTH 68'13'54" WEST A DISTANCE OF 130.49 FEET TO A POINT; THENCE NORTH 88'10'54" WEST A DISTANCE OF 279.66 FEET TO A POINT ON THE CENTERLINE OF VALLEY DRIVE, AS SHOWN IN FILE 52 OF SURVEYS, PAGE 70, SAID MAP PREPARED AND RECORDED IN ACCORDANCE WITH THE ORDER FOR ENTRY OF JUDGEMENT AND DECREE, CASE NUMBERS A233462 AND A274127 RECORDED SEPTEMBER 21, 1989; THENCE ALONG THE CENTERLINE OF SAID VALLEY DRIVE SOUTH 02°29'58" EAST A DISTANCE OF 50.14 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 17 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M.: THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 17 OF SAID SECTION 19 SOUTH 88"10'54" EAST A DISTANCE OF 286.32 FEET TO A POINT; THENCE NORTH 68°13'54" EAST A DISTANCE OF 130.59 TO A POINT: THENCE SOUTH 88°24'58" EAST A DISTANCE OF 83.32 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 26,909 S.F., OR 0.618 ACRES, MORE OR LESS.

SEE EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

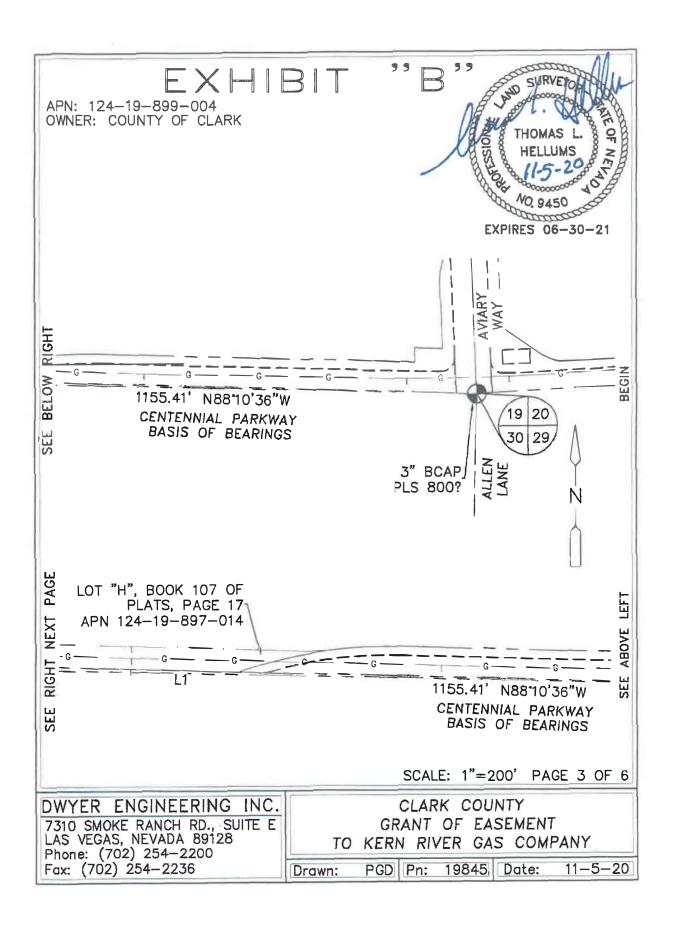
PAGE 2 OF 6

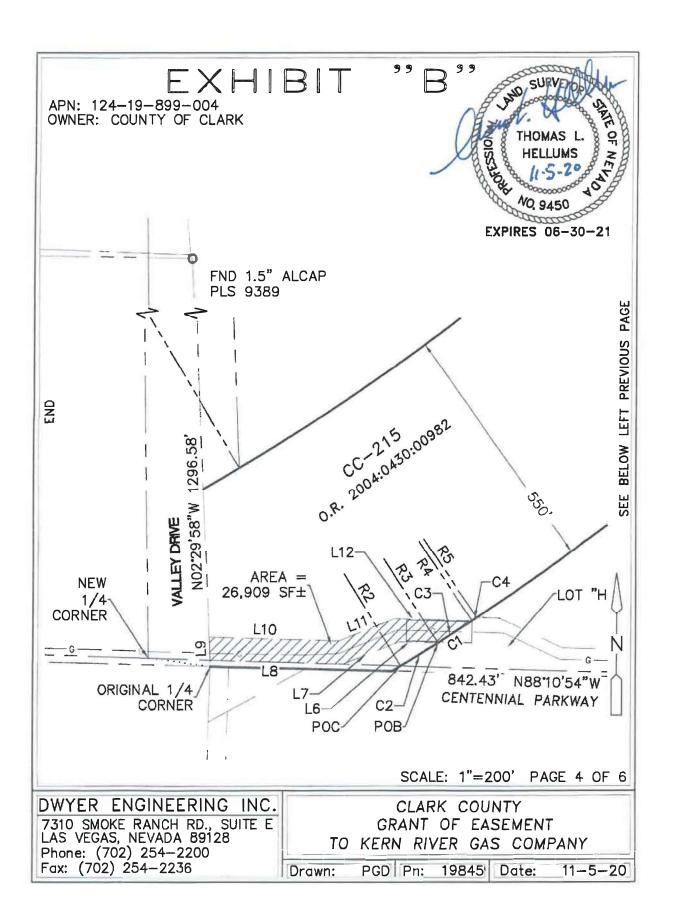
DWYER ENGINEERING INC. 7310 SMOKE RANCH RD., SUITE E LAS VEGAS, NEVADA 89128 Phone: (702) 254-2200

Fax: (702) 254-2236

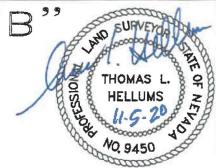
CLARK COUNTY
GRANT OF EASEMENT
TO KERN RIVER GAS COMPANY

Drawn: PGD Pn: 19845 Date: 11-5-20





APN: 124-19-899-004 OWNER: COUNTY OF CLARK



EXPIRES 06-30-21

LEGEND

ORIGINAL SECTION LINE / ROAD CENTERLINE TIE TO SECTION LINE HIGHWAY RIGHT-OF-WAY LINE PROPERTY LINE (NOT A PART) SECTION LINE ROADWAY CENTERLINE RIGHT-OF-WAY DEDICATION LINE RIGHT-OF-WAY LINE EXISTING GAS LINE RADIAL LINE EXISTING WALL/FACILITY APN ASSESSOR PARCEL NUMBER BLM BUREAU OF LAND MANAGMENT RIGHT-OF-WAY ROW SF SQUARE FEET **GOVERNMENT LOT** GL POC POINT OF COMMENCEMENT POB POINT OF BEGINNING POE POINT OF ENDING FOUND BRASS CAP IN WELL MONUMENT FOUND ALUMINUM CAP, AS NOTED

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DWYER ENGINEERING INC.

7310 SMOKE RANCH RD., SUITE E LAS VEGAS, NEVADA 89128

Phone: (702) 254-2200 Fax: (702) 254-2236

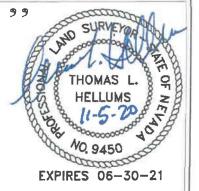
CLARK COUNTY GRANT OF EASEMENT TO KERN RIVER GAS COMPANY

50' WIDE GAS EASEMENT GRANTED TO KERN RIVER GAS TRANSMISSION COMPANY

PGD Pn: 19845 Date: Drawn: 11-5-20

APN: 124-19-899-004 OWNER: COUNTY OF CLARK

CURVE TABLE							
CURVE #	LENGTH	RADIUS	DELTA	TANGENT			
C1	193.70	5325.12'	2°05'03"	96.86			
C2	93.90'	5325.12	1°00'37"	46.95			
C3	87.60'	5325.12'	0.56'33"	43.80			
C4	12.21	5325.12	0°07'53"	6.10			



LINE TABLE						
LINE #	LENGTH	DIRECTION				
L1	231.89	N88° 10' 36"W				
L6	83.32'	S88° 24′ 58″E				
L7	130.59	N68° 13′ 54″E				
L8	286.32	S88° 10' 54"E				
L9	50.14	S02° 29′ 58″E				
L10	279.66'	N88° 10' 54"W				
L11	130.49'	S68° 13' 54"W				
L12	165.58'	N88° 24' 58"W				

RADIA	LINE TABLE
LINE #	DIRECTION
R2	S31' 44' 29"E
R3	S32' 43' 48"E
R4	S33° 41' 39"E
R5	S33° 49′ 32″E

PAGE 6 OF 6

DWYER ENGINEERING INC.

7310 SMOKE RANCH RD., SUITE E LAS VEGAS, NEVADA 89128

Phone: (702) 254-2200 Fax: (702) 254-2236 CLARK COUNTY
GRANT OF EASEMENT
TO KERN RIVER GAS COMPANY

Drawn:	PGD	Pn:	19845	Date:	11-5-20

EXHIBIT C





Permit No.	
Date	
One Call Ticket No(s).	

ENCROACHMENT PERMIT

This Encroachment Permit is made and entered into on the date indicated below by and between the encroaching party ("PERMITTEE") and Kern River Gas Transmission Company ("KERN

RIVER"), as set forth below, for the purpose of allowing PERMITTEE to construct or main not limited to: fee properties, easements, pipelines, meter buildings and valve sites.	numin an encroachment on KERN RIVER'S right of way or facilities. Facilities shall include, but are
PERMITTEE:	Landowner Name:
	Easement Tract No(s):
	Phone:
	City: EVA
	Eng. Stations:
Section: Township: Range: GPS Coordinates;	
	Eng. Stations:
Description of Encroachment:	
	isions shown below, with the encroachment specifications shown on the reverse side of this form and
specifically in accordance with the following item(s):	
NOTICE: ANY DAMAGES TO KERN RIVER'S FACILITI	ES SHALL BE REIMBURSED IN ENTIRETY BY PERMITTEE
 It is understood that PERMITTEE will cause the encroachment at no expense to KERN RIVER. PERMITTEE shall be responsible for restoration of all disturbed land on KERN RIVER'S right of way caused by the construction or maintenance of said encroachment. PERMITTEE agrees to supply KERN RIVER plans and drawings, in detail, illustrating the proposed encroachment and KERN RIVER'S facilities, unless KERN RIVER elects not to require such plans. So that KERN RIVER may schedule its personnel - and not delay PERMITTEE'S work - PERMITTEE agrees to notify KERN RIVER 48 hours before any work commences on or near its right of way. This permit does not change or modify any provisions of KERN RIVER'S existing right of way contracts or easements. This permit is revocable at KERN RIVER'S sole discretion for safety reasons or for noncompliance with any terms, requirements, conditions and/or specifications of this Permit upon written notice given to PERMITTEE and/or current owner of record. KERN RIVER is not liable for any costs or damages related to revocation of this permit. DISCLAIMER OF WARRANTY - KERN RIVER does not warrant the condition of its right of way or facilities nor its fitness or suitability for any particular purpose. Additionally, KERN RIVER does not warrant its right of way or facilities for subsidence, compaction or geotechnical stability of any kind. PERMITTEE hereby represents and warrants that it has or will obtain prior to construction all necessary agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, for the construction activities set forth herein. Special provisions: Up to the limitations of law, including but not limited to, NRS Chapter 41 liability 	except for those damages arising out of the sole negligence of KERN RIVER. **KERN RIVER may request evidence of general liability and other appropriate and usual insurance prior to any activity and/or construction on or near KERN RIVER's rights of way. In the event of excavation under KERN RIVER's pipelines, KERN RIVER must be named as an additional insured. Any rights of subrogation or recovery will be waived by PERMITTEE in favor of KERN RIVER. The insurance limits, terms and conditions that may be required will be dependent on the specific facilities potentially impacted and what would be usually and prudently obtained in similar industry situations. **All metallic utility lines impacting KERN RIVER's pipelines shall have cathodic test leads connecting both the utility and the pipelines. KERN RIVER will install, at PERMITTEE'S expense, such test leads on its pipelines if required. If KERN RIVER determines in its sole discretion that interference studies and/or mitigation (including, but not limited to, bonds or galvanic drains) are required, PERMITTEE agrees to pay for the studies and/or mitigation necessary to protect against the metallic utility lines. **For high voltage AC power lines, high voltage DC power lines or DC traction systems impacting KERN RIVER's pipelines, if KERN RIVER determines in its sole discretion that AC or DC mitigation studies and/or AC or DC mitigation is required from any of PERMITTEE'S facilities, PERMITTEE agrees to pay for the studies and/or mitigation necessary (including future studies and/or additional mitigation, and maintenance of the mitigation systems) to protect against the power lines for the life of the facility.
limitations, PERMITTEE shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. GOVERNING LAW AND JURY WAIVER. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any suit, action, or proceeding arising out of or relating to this Agreement may only be instituted in a state or federal court in Nevada. Each party waives any objection which it may have now or hereafter to exclusive venue of such action or proceeding in the state or federal courts of Nevada, and irrevocably submits to the jurisdiction of any such state or federal court in any such suit, action or proceeding. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. • PERMITTEE agrees that KERN RIVER may remove any encroachment, or portion thereof, if in KERN RIVER may remove any encroachment, or replace gas transmission facilities located within the right of way and easement. Should KERN RIVER will not be liable to PERMITTEE or its	On thisday of, 20 I acknowledge that I have received, and reviewed with a KERN RIVER representative, the requirements, conditions and specifications of this Permit. I also understand the provision and prescribed penalties as provided under the law regarding excavation. By: Title: Your local KERN RIVER contact is: Phone #: KERN RIVER GAS TRANSMISSION COMPANY VOID WITHOUT AUTHORIZATION By: Title:

successors or assigns for any damages resulting by reason of such removal,

ENCROACHMENT SPECIFICATIONS

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called "KERN RIVER" is an interstate transporter of natural gas, which is regulated by the U.S. Department of Transportation Office of Pipeline Safety. The following specifications are designed to comply with applicable state and federal regulations to assure the safety of the public and to protect the pipeline.

The following specifications are minimum requirements for most proposed encroachments to avoid conflict with the existing easement rights. These are not the only types of activities permitted. Additional specifications may be required depending upon the proposed encroachments. Encroachments will be at PERM!TTEE'S cost. Please contact the nearest KERN RIVER office to review your individual situation.

Because easements run with the land and are subject to KERN RIVER'S rights, encroaching parties will need to pass along to subsequent landowners the restrictions contained herein which shall be covenants running with the land and be binding upon PERMITTEE, its heirs, legal representatives and successors in title.

GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most state laws require 48 hours, or two working days' notice, be given to utility companies prior to beginning excavation. PERMITTEE will call 811 to contact the local 'One Call' or 'Dig Alert' system at least 48 hours, or two working days, prior to commencing any construction or excavation activity.
- B) KERN RIVER'S easement restricts the placement of a structure or any part of a structure within the right of way, except as may be expressly permitted herein
- An authorized KERN RIVER representative must be on-site during any work performed on or across the right of way.
- The KERN RIVER representative will determine the existing cover over the pipeline.
- Any change in the amount of existing cover material (soil) on and over the right of way must be approved in advance and shall be no less than that required by the U.S. Department of Transportation.

1) FENCES/WALLS

- Fences shall not be installed parallel to the pipeline within the KERN RIVER's easement. For fences installed across the right of way, the first post either side of the pipe shall be set 5 feet from the center of the pipeline in a hand dug hole. PERMITTEE shall provide access through or around fence(s) crossing the right of way
- to allow performance of normal right of way maintenance.
- Installer shall adhere to provisions A and C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- Walls will be evaluated on a case by case basis and may require additional approval or provisions to protect the facilities.

LANDSCAPING (plantings that require excavating deeper than 1 foot)

- Flower beds and shrubs are permitted within the right of way, but may be damaged by required annual surveys, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right of way.
- No trees or deep rooted shrubs are allowed within the easement.
- Lawns and vegetable gardens are acceptable.
- Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to this type of planting.

STREETS. ROADS, PAVED PARKING LOTS AND DRIVEWAYS

- Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 5.5 feet of cover over the pipeline or an alternative engineered
- Driveways shall not run lengthwise within the right of way and must cross on an angle, which when measured between the proposed drive and the right of way is not less than 45 degrees.
- An opportunity for KERN RIVER to make a pipe inspection must be given prior to the C) start of any construction.
- Provisions A, C, D and E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- Street or road construction may require a specific encroachment agreement from the KERN RIVER, and plans for such crossings shall be submitted 90 days prior to work commencement to allow time for project impact review by the local KERN RIVER
- KERN RIVER may require leak detection access points through concrete or asphalt F) surfaces.

TEMPORARY EQUIPMENT CROSSINGS

- To protect KERN RIVER'S pipelines from external loading, KERN RIVER must perform an evaluation to determine the effects of any proposed equipment use. KERN RIVER reserves the right to approve or deny the use of certain types of equipment. Make/model of equipment, maximum axle weight and crossing location will need to be provided. Mats, timber bridges, or other protective materials deemed necessary by KERN RIVER shall be placed over KERN RIVER facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to KERN RIVER. The right of way must be restored to its original condition
- KERN RIVER may require markings to identify specific areas where equipment use is B) authorized.

OPEN WATERWAYS

- Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are defined as "canals" and are considered on an individual basis.
- Anyone altering (clearing, regrading or changing alignment) a waterway must obtain approval from KERN RIVER prior to making changes and shall meet all Provisions of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- An opportunity will be provided for KERN RIVER to install casing and/or other structural protection prior to canal installation.

EXCAVATION

Plans for any excavation on the right of way must be approved prior to commencing work. Excavating within 5 feet of the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of an authorized KERN RIVER representative. When excavating for crossing a ditch line, after the pipe has been exposed, the excavation equipment must be positioned such that it will not reach

- within 2 feet of the pipeline. Final stripping on sides and top of the pipeline shall be
- When a backhoe is used, the bucket teeth should be curled under each time it is brought back into the ditch to reduce the chance of teeth contacting the pipe.
- In certain circumstances, KERN RIVER representative may requires bucket teeth to be barred and side cutters to be removed, unless written authorization from KERN RIVER is obtained.

GENERAL REQUIREMENT FOR BURIED LINE CROSSINGS

- A) All buried lines crossing KERN RIVER'S right of way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B) All foreign lines shall cross KERN RIVER'S right of way at an angle as close to 90 degrees as possible. Parallel occupancy of KERN RIVER'S right of way shall not be allowed unless specifically permitted by KERN RIVER.
- C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when the KERN RIVER pipeline is located at a depth greater than 4 feet, approval to cross over the line may be granted.
- To avoid unexpected service interruptions of buried lines crossing over KERN RIVER pipeline, a minimum of 24 inches of cover (or local minimum required depth) must be provided over the crossing line.
- All buried lines crossing the KERN RIVER's pipeline shall maintain a minimum separation of 24 inches between the two facilities, with the same depth carried across the entire right of way.
- A joint trench is the recommended method for multiple utility crossings. Under normal circumstances this requires that only one permit be obtained by the excavating
- No foreign appurtenances (meters, poles, drop boxes, collection basins, etc.) shall be located on or within the right of way, except as may be permitted herein.
- A buried warning tape color coded identifying the encroaching party shall be placed 12 to 18 inches above the crossing line and extend across the entire right of way as a protective measure.
- An authorized KERN RIVER representative must be on-site during all excavation, backfill and clean-up work performed on the right of way.

7) BURIED COMMUNICATION LINES (TELEPHONE, TV, OTHER DATA LINES)

- A) Buried communication lines shall meet all provisions of the GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS
- Buried communication lines shall be encased in a rigid nonmetallic conduit across the fu!l width of the right of way.
- Signs shall be placed by the encroaching party at each edge of the right of way to mark the underground cable angle and path of crossing.

8) BURIED POWER LINES

- A) Buried power lines shall meet all of the above GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS and shall be installed in accordance with the National Electrical Safety code.
- Buried power lines shall have minimum clearances between lines of 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,001 to 40,000 volts; and 42 inches for 40,001 volts and above.
- Buried power lines shall be encased in rigid nonmetallic conduit.
- Signs shall be placed by the encroaching party at each edge of the right of way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate.
- In the event a buried power line crosses over the pipeline, it will be necessary to cover the crossing in red dye concrete (6 inches thick) across the full width of the right of

9) SEWER AND WATER LINES

- A) Sewer and water lines shall meet all above GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS. Nonmetallic water lines are required.
- Sewer line crossings are limited to tight lines only.
- Septic tanks and drain fields are not permitted within the right of way.

10) SUBSURFACE DRAINAGE TILE (N'ONMETALLIC)

A) Drainage tile shall meet all above provisions of GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS.

11) METALLIC PIPE CROSSINGS

- A) Al! 4 inch and larger metallic pipes crossing KERN RIVER'S pipeline, or any metallic pipe transporting hazardous materials (petroleum, natural gas, etc.), shall have two cathodic protection test leads installed on the KERN RIVER pipeline(s) and two on the crossing pipe at the point of intersection. The test leads shall be terminated in an above-ground test post.
- KERN RIVER personnel must install the leads on KERN RIVER'S pipeline(s)
- Metallic pipe crossings shall have a permanent protective coating for the full width of the right of way.
- Additional interference mitigation may be required, and shall be installed at PERMITTEE'S expense.

12) ABOVE GROUND LINE CROSSINGS

- A) Shall maintain a minimum of 30 feet of vertical clearance across the right of way.
- Shall have no poles or appurtenances located on or within the right of way.
- Above-ground crossings shall not be above or closer than 25 feet horizontally to any gas escape vent (e.g., relief valve vent, station blow down vent, block valve vent, etc.). High voltage AC, DC or DC traction systems may require additional studies and
- D) mitigation as detailed.

13) BLASTING

- A) Blasting for grade or ditch excavation shall be utilized only after all other reasonable means have been used and are unsuccessful in achieving the required results.
- Blasting plans shall be submitted to KERN RIVER for approval at least 4 business days prior to the anticipated start of any blasting activities. KERN RIVER must approve blasting plans, at its sole discretion, prior to blasting activity.
- C) All blasting shall be done with the KERN RIVER authorized representative present.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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MBE	□WBE		SBE	PBE		□VET		OVET	ESB
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(Include d.b.a., if ap	plicable)	275	5 E Cottonwoo	nd Pkwy Ste	300	Website: www.kernri	verge	00m	
Street Address: City, State and Zip (Code:		It Lake City		21	POC Name: Noel Sar Email:			rnrivergas.com
Telephone No:		801	-937-6085			Fax No: 801-937-615	55		
Nevada Local Stree		2800) E Lone Moun	tain Rd		Website: www.ker		rgas.com	
City, State and Zip		Nort	th Las Vegas,	NV 89081		Local Fax No: 702-63	9-3658		
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DISCLOSURE OF RELATIONSHIP

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

Pnnt Name Authonzed Department Representative

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			
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For County Use Only If any Disclosure of Relationship is r	noted above, please complete the folio	wing	
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	ployee(s) noted above involved in any	way with the business in performance	e of the contract?
Notes/Comments			
Signature			