

APN(s): 139-34-701-010

RECORDED AT THE REQUEST OF:
CITY OF LAS VEGAS

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

**ACCESS TO EQUIPMENT EASEMENT AGREEMENT
(Meter Room)**

This Access to Equipment Easement Agreement ("**Agreement**") is made and entered into on _____, by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy, its successors and assigns ("**Grantee**") and the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, ("**Grantor**") (individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS

- A. Grantor will construct or has constructed a building located at 320 S. 9th Street (the "**Building**") on the real property currently known as APN(s) 139-34-701-010 and legally described on Exhibit A attached to this Agreement (the "**Premises**").
- B. Grantor represents and warrants that it owns the Premises and the Building.
- C. Grantor has requested that Grantee own and maintain certain communication and electrical facilities inside, on, under, and through the Building, including but not limited to transformers, meters, meter panels, conduit and cables ("**Facilities**").
- D. Grantor owns certain electrical facilities that are located on the Premises and in the Building, including but not limited to circuit breakers and switches ("**Customer-Owned Equipment**") and that will be located in the Meter Room or another location ("**COE Room**").
- E. Grantor will configure an electric meter room located in the Building for certain Facilities ("**Meter Room**") and provide Grantee with access to the Meter Room and, as Grantee deems necessary, the COE Room.
- F. Grantor acknowledges that the Facilities, particularly the Meter Room, and Grantee's use of those Facilities will reduce Grantor's and other people's privacy.

RW# 0943-2024wc
Proj. # 3012106570
Project Name: CLV-972-Strong Start Academy
Reference Document: 20220817.03124
AEEA_ROOM

(Rev. 10/2017)

AGREEMENT

In consideration of the above recitals, the covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement for Facilities. Grantor grants and conveys to Grantee a perpetual right and easement to construct, operate, add to, modify, maintain and remove the Facilities within, on, over and across the Building, in accordance with the design for Project No. 3012106570, as those Facilities are modified periodically by Grantee in its sole discretion.
2. Easement for Access, Ingress, and Egress. Grantor grants and conveys to Grantee a perpetual right and easement for the free and unrestricted access, ingress and egress within, on, over and across the Premises and the Building (but only to the extent necessary to access the Facilities and Customer-Owned Equipment).
3. Configuring the Meter Room. Grantor must locate and configure the electric service entrance and Meter Room consistent with the requirements set forth in this Section, in Exhibit B (Meter Room Detail) attached hereto, and in Grantee's Electric Service Standards for Southern Nevada, a copy of which can be found at <https://www.nvenergy.com/account-services/building-and-new-construction/electric-service-standards-south> (location as of October 20, 2021) (the "ES Standards"). The Meter Room must have at least one (1) 120 volt duplex receptacle with at least one (1) fluorescent light fixture mounted from the ceiling. The receptacle and the light circuit and receptacle must be connected to Grantor's Building power. Grantor must install a dual locking system on Meter Room doors so that Grantee can provide its own padlock if Meter Room doors are to be locked. Grantor must place a conspicuous, permanent designation or sign on the outside of the Meter Room door identifying the room as "Electrical Meter Room".
4. Modifying the Meter Room. Grantor must not modify or alter the Building or Meter Room in any way that will jeopardize Grantee's clearances, or obstruct or restrict Grantee's direct outside access to the Meter Room, as described on Exhibit B and in the ES Standards. In accordance with Grantee's Tariff Schedules and its standards and at Grantor's cost, Grantee will cooperate with Grantor in relocating the Facilities, such as the metering equipment and service attachments, to maintain such clearances and access if required for any future modification of the Building. The term "Tariff Schedules" means the entire body of effective rates, charges, and rules, collectively, of Grantee as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time, a copy of which can be found at: <https://www.nvenergy.com/about-nvenergy/rates-regulatory> (location as of October 20, 2017).
5. Twenty-Four (24) Hour Direct Outside Access. Grantor must provide Grantee and persons authorized by Grantee ("Grantee Parties") with twenty-four (24) hour direct outside access to the Meter Room, Facilities, Customer-Owned Equipment and COE Room.
 - A. No Prior Authorization Required. Grantee and the Grantee Parties have the right to enter the Premises and Building at any time and without prior permission of or notice to Grantor, any occupant of the Building/Premises, or any lessee or sub-lessee of Grantor.

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- B. Grantor Must Remove Impediments. If Grantee or the Grantee Parties desire access to the Premises, Meter Room, Facilities, Customer-Owned Equipment or COE Room for any reason and at any time, then Grantor must take all necessary actions to provide such access, including without limitation, removal of impediments and locks.
- C. No Obstructions. Grantor must keep the Meter Room and COE Room free from obstruction and must not permit anything to be stored in these rooms, including but not limited to boxes, ladders, and maintenance equipment. Grantor must keep clear and maintain safe access to the Meter Room and the COE Room and must not permit any person or animal, which may be perceived as a threat to personal safety, to impede Grantee's or the Grantee Parties' access to these rooms.
- D. Non-Compliance. If Grantee or the Grantee Parties are unable to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment, or COE Room or if Grantor otherwise fails to provide access consistent with the terms of this Agreement, Grantor acknowledges and agrees that Grantee is entitled to (1) take any action it deems necessary, in its sole judgment, to access the Premises, Building, Meter Room, Facilities, Customer-Owned Equipment and COE Room without liability to Grantor and, upon Grantee's written request, Grantor must promptly reimburse Grantee for any related costs and (2) disconnect electric service to the Building, Grantor and any lessee or sub-lessee of Grantor in accordance with the Tariff Schedules. After Grantor reestablishes safe and unobstructed access consistent with its obligation under this Agreement, Grantor must pay Grantee a reconnection fee and any other cost or fee required by the Tariff Schedules to resume electric service.
6. Customer-Owned Equipment. Grantee has the right to operate the Customer-Owned Equipment in accordance with state laws, regulations, Grantee's standards and the Tariff Schedules, as Grantee deems necessary, to disconnect or restore power to (A) the Building, (B) Grantee's customer(s) or (C) specific electrical equipment.
7. Indemnification. Grantor indemnifies and holds harmless Grantee from (A) any loss, claims of loss or liability for personal injury, death or property damage in any way connected to the Meter Room or Facilities located inside the Building or by reason of the Meter Room or Facilities being located inside the Building, together with reasonable expenses incurred by Grantee in defense of any said claims and (B) any loss or damage to the Building, COE Room, Meter Room or Premises, which may arise by reason of fire, water or overheating; provided, however, nothing contained herein shall be construed to relieve or indemnify Grantee from any liability that is proximately caused by Grantee's negligent operation and maintenance of the Facilities.
8. Limitation on Grantee's Liability. In no event is Grantee liable to Grantor or a third party for any punitive, consequential, incidental, direct, indirect, or special damages or lost profits incurred or alleged to have been incurred by Grantor or a third party, whether arising out of tort, breach of contract, breach of warranty, strict liability or any other claim in connection with the Meter Room, Facilities, Customer-Owned Equipment, COE Room or this Agreement.

9. Release and Waiver. Grantor knowingly and voluntarily releases, waives and forever discharges Grantee of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind), whether known or unknown, that Grantor has or hereafter may have based on any actual or alleged act, omission, transaction, practice, conduct, event or other matter arising from or directly or indirectly related to in any way to the Meter Room, the location of the Meter Room, the metering equipment, and any other Facilities on the Premises. The releases contained in this Section apply regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Grantee but do not apply if, with respect to the operation and maintenance of the Facilities, Grantee was solely or grossly negligent.

10. Notices.

- (A) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (1) in writing, (2) delivered personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (3) addressed to the Party as follows

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

Grantor:
CITY OF LAS VEGAS
495 S. Main St. 2nd Flr.
Las Vegas, NV 89101

Grantor must include a reference to "CLV-972-Strong Start Academy" and "Project No. 3012106570" in any such notice.

- (B) Receipt of Notice; Change of Information. Each notice, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; or (3) on the date the courier officially records it as having been delivered if delivered by courier. Each Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

11. Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless the Parties give consent in writing, execute the amendment with same formality as this Agreement, and then record the amendment.
12. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Grantor agrees it will not initiate an action against Grantee in any other jurisdiction.
13. No Waiver. The failure of a Party to enforce any of the provisions of this Agreement at any time, or to require performance by another Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
14. Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to that Party at law, in equity, or otherwise.
15. Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
16. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
17. Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
18. Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

19. Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
20. Recording Agreement. Grantor agrees and understands this Agreement will be recorded by Grantee. This Agreement continues in effect for perpetuity and constitutes a covenant running with the land. This Agreement binds and inures to the benefit of the Parties' respective heirs, successors, personal representatives, and assigns.
21. Jury Trial Waiver. 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.

[signature pages follow]

GRANTOR:

CITY OF LAS VEGAS

Shelley Berkley, Mayor

ATTEST: _____
Dr. LuAnn D. Holmes, MMC
City Clerk

Approved as to form
John S. Ridilla 11/18/24

John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2024 by Shelley Berkley as Mayor of the City of Las Vegas.

Signature of Notarial Officer

Print Name: _____

Notary Commission #: _____

Commission Expires: _____

Notary Seal Area →

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. Upon written request, Grantee will mail a copy of the recorded Agreement to Grantor at Grantor's address in the "Notices" Section.

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GRANTEE:

NEVADA POWER COMPANY d/b/a NV Energy

Li Zhang
Manager, Land Resources

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 20____ by Li Zhang as
Manager, Land Resources of Nevada Power Company d/b/a NV Energy.

Notary Signature
Print Name: _____
Notary Commission #: _____
Commission Expires: _____

Seal Area →

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Exhibit A

The above referred to parcel of land, situated in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the North Half of the Southeast Quarter (N½ SE¼) of Section 34, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

Being the Southwesterly 132 feet of Parcel One (1) as shown on that certain map on file in File 119 of Parcel Maps, Page 07, recorded April 18, 2013 in Book 20130418, as Instrument No. 02575, Official Records, Clark County, Nevada.

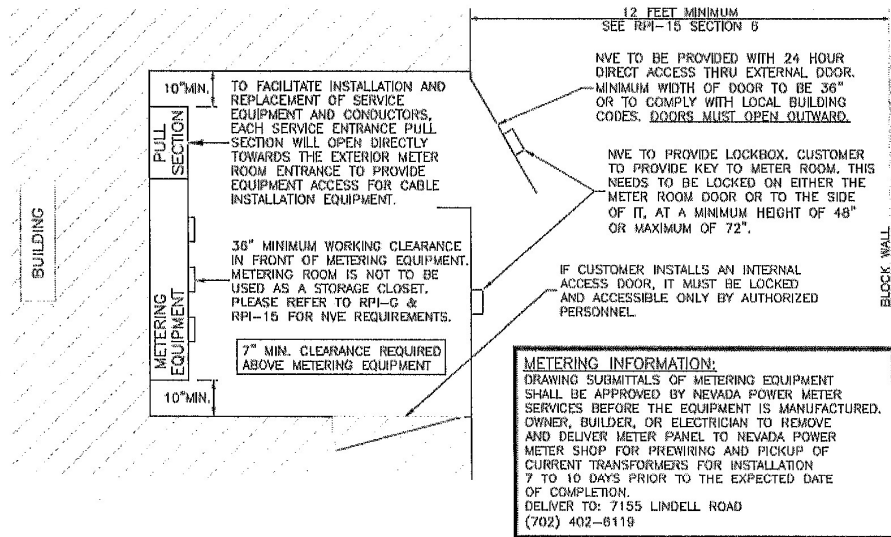
As defined by a line running parallel with and 132 feet Northeasterly of the Southwesterly line of said Parcel One (1)

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Exhibit B Meter Room Detail



METER ROOM DETAIL

NVE U.G. STD. RPI-G & RPI-15
(NOT TO SCALE)

B-1

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