

APN: 139-25-405-008

WHEN RECORDED MAIL TO:

Land Resources

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

GRANT OF EASEMENT

CITY OF LAS VEGAS, a municipal corporation and a political subdivision of the State of Nevada, ("Grantor") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

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**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
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, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. However, if Grantor is a government entity,

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Project Name: The Animal Foundation Emergency Power

Reference Document: 863-693423

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it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain and use the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

If Grantee determines that the Easement Area is no longer needed for its electrical systems, this easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the easement.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK 20220216 DOCUMENT 01846 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

GRANTOR:

CITY OF LAS VEGAS

Approved as to form
John S. Ridilla 7/18/23
John S. Ridilla Date
Deputy City Attorney

Carolyn G. Goodman, MAYOR

ATTEST:

LuAnn Holmes, CMC
CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2023 by
Carolyn G. Goodman as **MAYOR** of the **CITY OF LAS VEGAS**.

Notary Public in and for said County and State.
My commission expires: _____

STATE OF NEVADA)

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COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2023 by
LuAnn Holmes as **CITY CLERK** of the **CITY OF LAS VEGAS**.

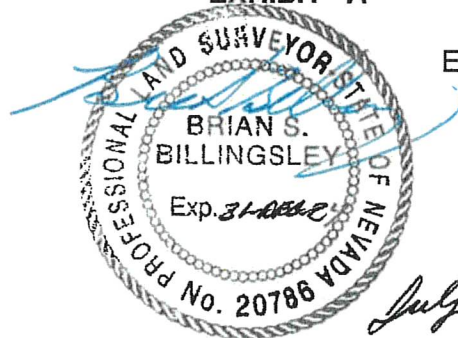
Notary Public in and for said County and State.
My commission expires: _____

Exhibit A

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EXHIBIT "A"



THE ANIMAL FOUNDATION
EMERGENCY POWER PROJECT
APN 139-25-405-008
PROJECT ID: 3008509962
JULY 6, 2023
PREPARED BY: JW
CHECKED BY: BSB
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July 6, 2023

LAND DESCRIPTION:

A PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE COUNTY RECORDER'S OFFICE CLARK COUNTY, NEVADA IN FILE 106, PAGE 75 OF PARCEL MAPS, SITUATED IN THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 25; THENCE ALONG THE EAST LINE THEREOF SOUTH 00°06'04" EAST 297.62 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°53'56" WEST 17.30 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00°00'00" EAST 37.19 FEET; THENCE NORTH 90°00'00" WEST 16.86 FEET; THENCE SOUTH 38°22'25" WEST 93.53 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 3.00 FEET; THENCE SOUTH EASTERLY 5.60 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°55'30"; THENCE SOUTH 68°13'51" WEST 5.52 FEET; THENCE SOUTH 21°46'09" WEST 10.00 FEET; THENCE NORTH 68°13'51" WEST 5.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 13.00 FEET; THENCE NORTHEASTERLY 24.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°55'30"; THENCE NORTH 38°41'35" EAST 59.83 FEET; THENCE NORTH 29°30'15" EAST 66.15 FEET; THENCE NORTH 90°00'00" EAST 12.75 FEET TO THE **POINT OF BEGINNING**. AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,994 SQUARE FEET

BASIS OF BEARING

SOUTH 00°06'04" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 20, RANGE 61 EAST, M.D.M., AS MEASURED IN THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE 2701, NORTH AMERICAN DATUM 1983 (NAD 83), (EPOCH 2010.0)

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001
6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89511 6100 NEIL ROAD, RENO, NEVADA 89511

THE ANIMAL FOUNDATION
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END OF LAND DESCRIPTION

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF
SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

BRIAN S. BILLINGSLEY, PLS
STATE OF NEVADA NUMBER 20786
FOR AND AT THE INSTANCE OF NV ENERGY

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001
6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 6100 NEIL ROAD, RENO, NEVADA 89511

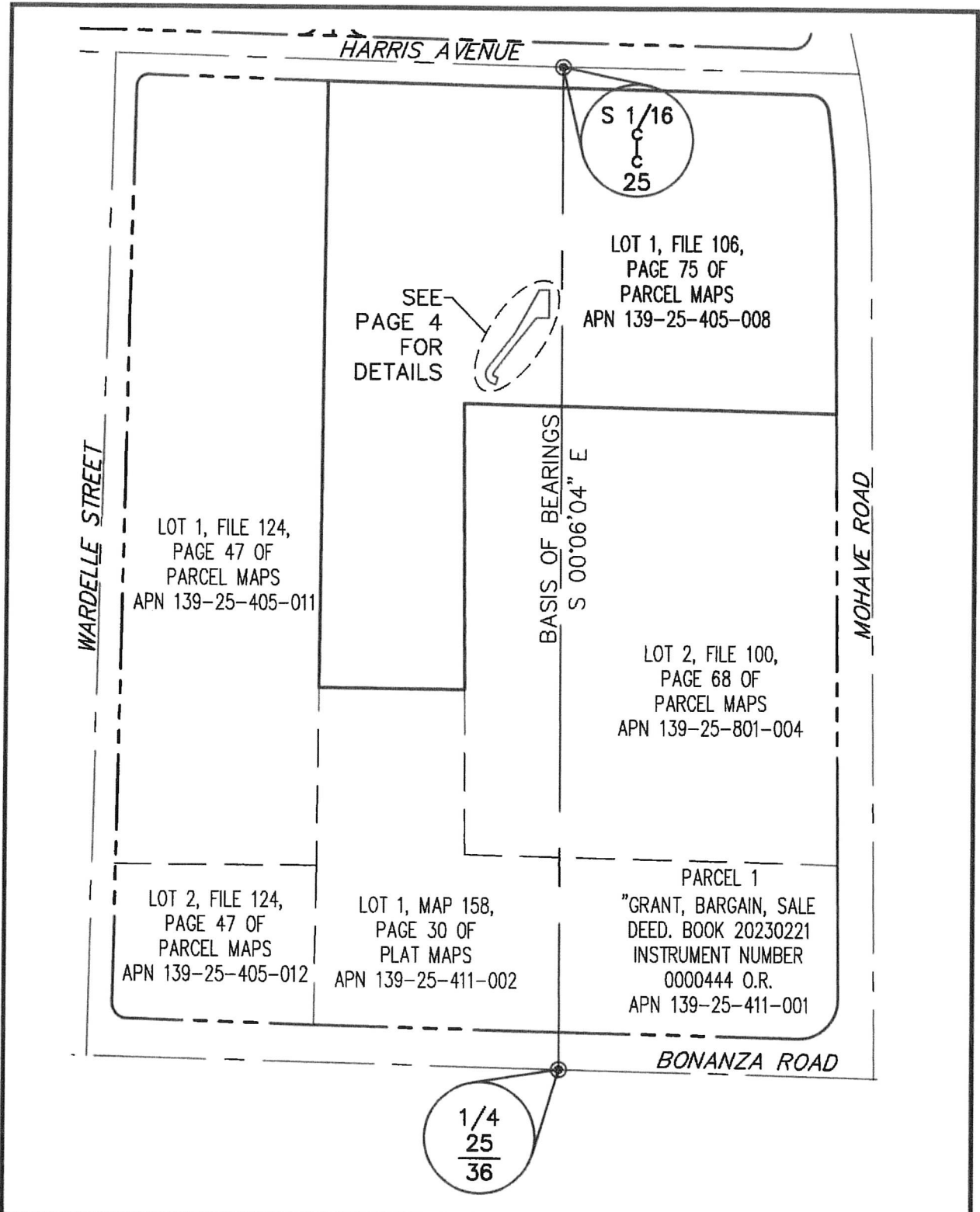


EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION



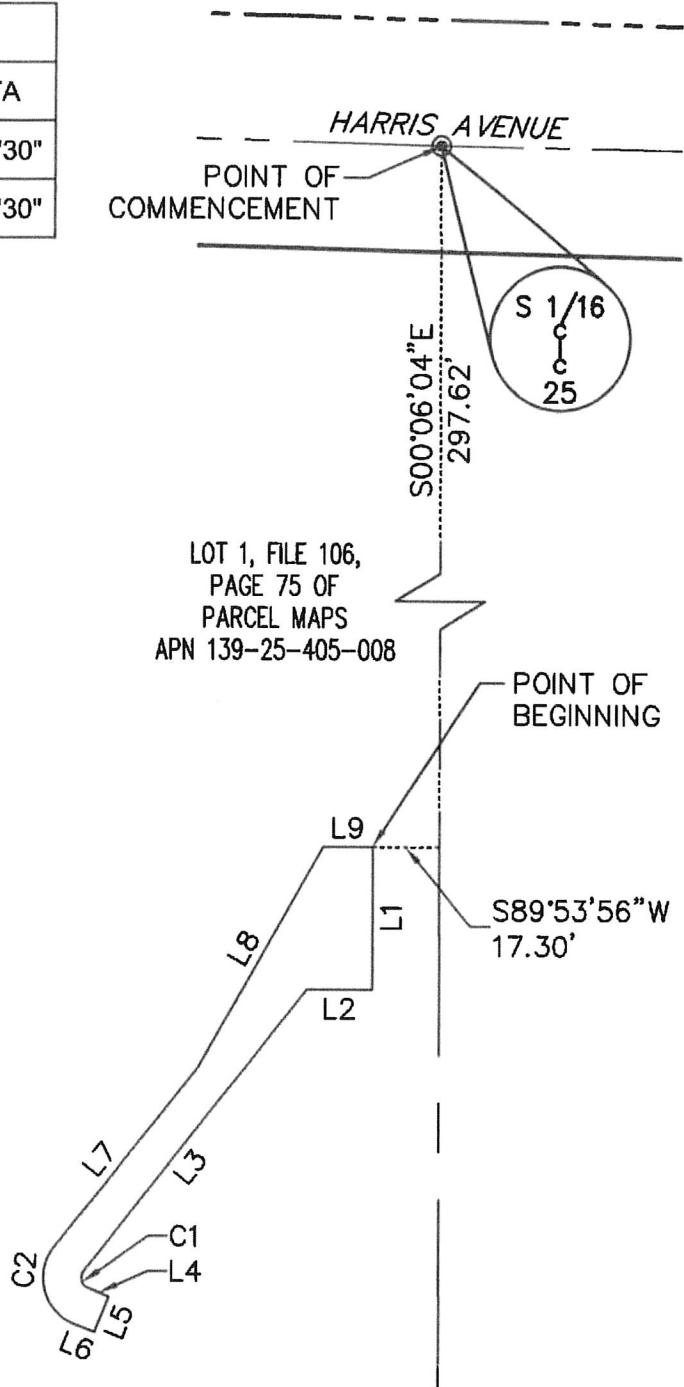
PROJECT:
**ANIMAL FOUNDATION
EMERGENCY POWER
PROJECT**

SEC: 25 T: 20 S., R: 61 E. DATE: 07/05/2023
SURVEYOR: GE / SM PROJECT ID:3008509962
DRAWN BY: JW
CHECKED BY: BSB

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| CURVE TABLE | | | |
|-------------|--------|--------|------------|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 5.60' | 3.00' | 106°55'30" |
| C2 | 24.26' | 13.00' | 106°55'30" |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 37.19' | S00°00'00"E |
| L2 | 16.86' | N90°00'00"W |
| L3 | 93.53' | S38°22'25"W |
| L4 | 5.52' | S68°13'51"E |
| L5 | 10.00' | S21°46'09"W |
| L6 | 5.52' | N68°13'51"W |
| L7 | 59.83' | N38°41'35"E |
| L8 | 66.15' | N29°30'15"E |
| L9 | 12.75' | N90°00'00"E |



LOT 1, FILE 106,
PAGE 75 OF
PARCEL MAPS
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EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

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