

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

NV ENERGY  
P.O. BOX 98910 MS 9  
LAS VEGAS, NV 89151-0001  
ATTN: LAND RESOURCES

WITH A CONFORMED COPY TO

SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY - 2<sup>ND</sup> FLOOR  
POMONA, CA 91768

ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Easement**

Location: City of Laughlin  
APN: 264-24-101-001  
RP File No.: GRT203289918  
Affects SCE Document(s):  
267783

DOCUMENTARY TRANSFER TAX \$	Seal 71106A Service Order 6C1445308
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	<b>APPROVED REAL PROPERTIES DEPARTMENT</b>
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LC DATE 06/21/2016 SCE Law Dept. CKK

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, THE CITY OF LOS ANGELES, a California municipal corporation acting by and through its Department of Water and Power, who acquired title as DEPARTMENT OF WATER AND POWER FOR THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles and NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY, (collectively, "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration- receipt of which is hereby acknowledged - and on behalf of itself and its successors and assigns, grants and conveys to NEVADA POWER COMPANY, a Nevada corporation, d/b/a NV ENERGY ("Grantee") and its successors and assigns a perpetual non-exclusive right and easement (the "Easement"):

1. For the unrestricted passage of vehicles and pedestrians within, on, over, and across the property legally described and generally depicted in the Land Description and Exhibit Map to Accompany Land Description attached hereto as Exhibit "A" and by this reference made a part of this Grant of Easement ("Easement Area"); and
2. for the ingress and egress of vehicles and pedestrians to and from the Easement Area.

This Grant of Easement is made subject to existing covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the Easement Area whether of record or not.

If Grantor determines that it would like to modify the Easement Area, Grantor may do so provided that it first grants and conveys to Grantee recorded property rights that are comparable to those granted to Grantee in this Grant of Easement and Grantee approves the modified Easement Area in writing, which approval shall not be unreasonably withheld.

In the event that Grantee should cease to use the Easement; or if Grantee abandons all or any part of the Easement (or the rights granted herein), the owner(s) of the real property

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encumbered by the Easement shall have the right to petition Grantee for termination of the Easement. Any request for termination ("Termination Request") shall be in writing and shall be delivered to Grantee. Upon Grantee's receipt of a Termination Request, Grantee shall evaluate same in accordance with prudent utility practices and determine whether all (or any portion) of the Easement may be abandoned without compromising or hindering Grantee's existing or future operations. If Grantee determines that all (or a portion) of the Easement may be terminated, Grantee shall so notify the authors/presenters of the Termination Request and shall execute, deliver and record such documentation as shall be reasonably necessary or appropriate to abandon and terminate those portions of the Easement that Grantee no longer requires.

Grantor reserves the right to designate in writing reasonable access points and roads for Grantee, and Grantee shall be restricted to use of such access points and roads designated by Grantor. In the event that Grantor restricts Grantee's ingress/egress activities to designated access points and roads, said access points and roads shall be of sufficient design and composition to accommodate Grantee's access to and use of the Easement Area (e.g., the roads shall accommodate any of Grantee's service vehicles and equipment Grantee deems necessary for its operations). Grantee shall promptly repair, at its sole cost and expense, any and all damage to the access points and roads caused by Grantee, its contractors, agents and invitees. Notwithstanding any provision herein to the contrary, Grantee shall construct no additional roads or drives on Grantor's property without Grantor's prior written authorization.

Grantee will endeavor not to permit any mechanics' or other statutory liens to be created or filed against the property of the Grantor by reason of any labor performed or materials furnished to Grantee or Grantee's agents, licensees, sublicensees, or employees. If any such mechanics' or other statutory liens shall be filed, Grantee shall, at its sole cost and expense, cause such lien(s) to be satisfied and discharged of record, by bonding or otherwise, promptly upon Grantee's receipt of notice regarding the filing of such lien(s), but not later than thirty (30) days following Grantee's receipt of written demand from Grantor commanding removal of the lien(s). If Grantee fails to timely satisfy Grantor's demand, Grantor shall have the right to satisfy and discharge any such lien by payment, bonding, or otherwise, and all costs and expenses incurred by Grantor in connection therewith shall be paid by Grantee to Grantor, as applicable, upon demand. Grantor shall have the right (but not the obligation) to file with the county recorder and/or post and maintain on the Easement Area and any other portion of Grantor's property such notices of non-responsibility provided for under applicable laws.

All activities conducted on the Easement Area by Grantee shall be conducted in compliance with all laws, ordinances, rules, and regulations including, without limitation, environmental, land use, and public utility laws, rules and regulations.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no permanent 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 (which Grantee will not unreasonably withhold, condition or delay), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all

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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.

This Grant of Easement may be executed in two (2) or more counterparts. A set of counterparts containing the signatures of each Grantor party will have the same effect as a single instrument containing the signatures of all of the Grantor parties.

SIGNATURE PAGE FOLLOWS

Grant of Easement  
S.C.E., a corporation et al to  
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Serial No. 71106A  
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IN WITNESS WHEREOF, the undersigned Grantor entities have caused this instrument to be  
executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY, a  
corporation

By \_\_\_\_\_  
Richard Fujikawa  
Land Services Agent  
Land Acquisition Division  
Real Properties Department

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

NOV 30 2016  
BY \_\_\_\_\_  
TIMOTHY J. CHUNG  
DEPUTY CITY ATTORNEY

THE CITY OF LOS ANGELES, a California municipal  
corporation acting by and through its Department of  
Water and Power

By \_\_\_\_\_  
Name: DAVID H. WRIGHT  
Title: GENERAL MANAGER

And \_\_\_\_\_  
BARBARA MOSCHOS, BOARD SECRETARY

NEVADA POWER COMPANY, a Nevada corporation,  
dba NV ENERGY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

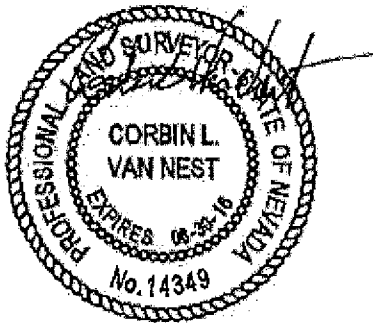
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State of Nevada        )  
County of Clark        )

This Instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of Nevada Power Company, a  
Nevada corporation d/b/a NV Energy.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name



10-02-15

**EXHIBIT A**

Serial 71106A

PROJECT ID: LR968Z5MVE  
MOHAVE LICENSE AGREEMENT  
ACCESS AREA  
1 OCTOBER, 2015  
PREPARED BY: CV  
CHECKED BY: SD  
PAGE 1 OF 2

**LAND DESCRIPTION:**

A PORTION OF GOVERNMENT LOT 7 OF FRACTIONAL SECTION 24, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 00°31'55" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 696.68 FEET; THENCE NORTH 89°28'22" WEST DEPARTING SAID EAST LINE, 20.00 FEET; THENCE NORTH 00°31'55" EAST 696.30 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 7; THENCE NORTH 89°25'38" EAST ALONG SAID NORTH LINE, 20.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 13,930 SQUARE FEET.

**BASIS OF BEARINGS:**

NORTH 89°25'38" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 32 SOUTH, RANGE 66 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, IN FILE 103, PAGE 40 OF SURVEYS.

**END OF LAND DESCRIPTION.**

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

CORBIN L. VAN NEST, PLS  
STATE OF NEVADA NO. 14349  
FOR AND AT THE INSTANCE OF NV ENERGY

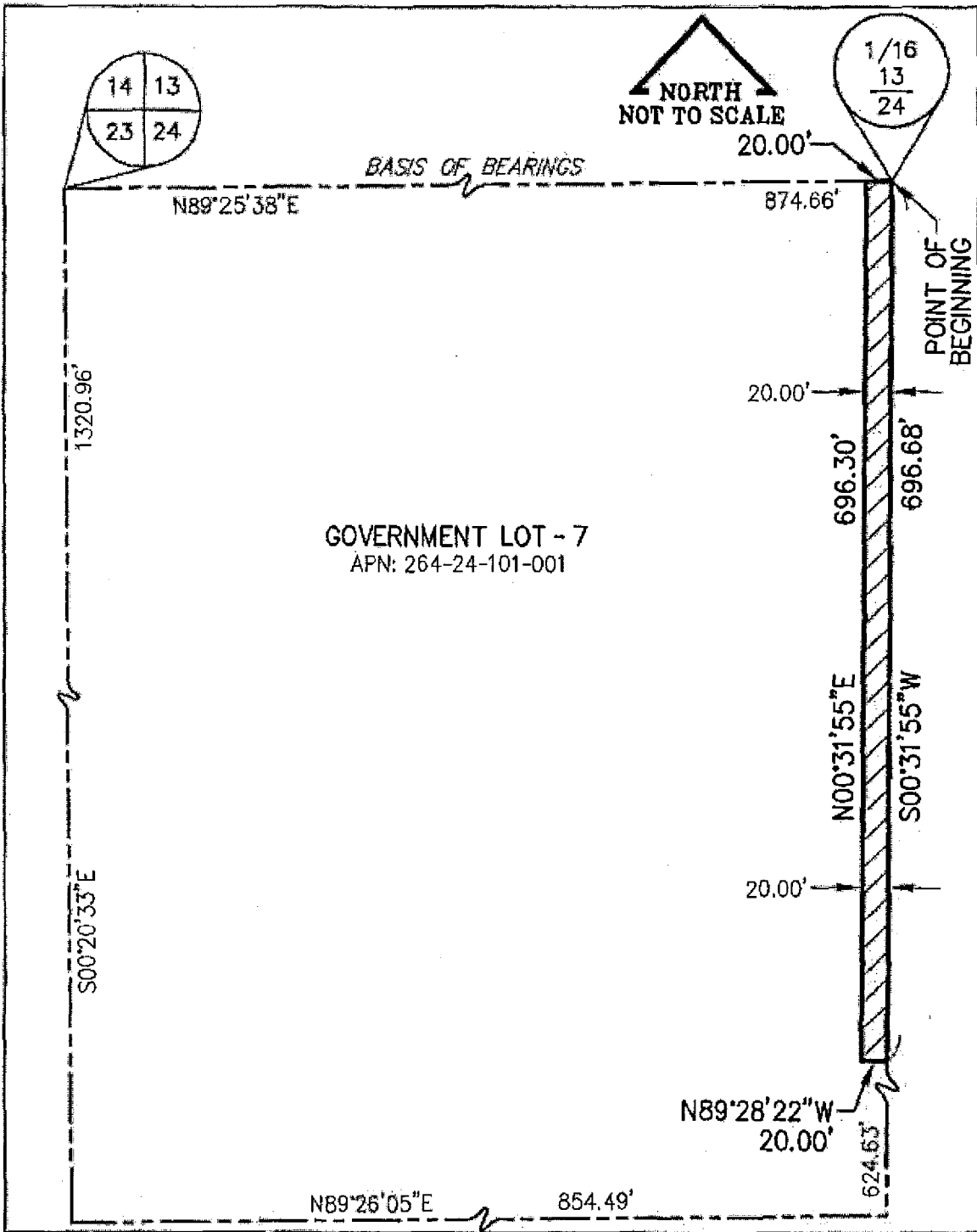


EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION



PROJECT:  
MOHAVE LICENSE  
AGREEMENT  
ACCESS AREA

SEC: 24 T: 32 S., R: 66 E. DATE: 1 OCT, 15  
SURVEYOR: PROJECT ID: LR968Z5MVE  
DRAWN BY: CV  
CHECKED BY: SD



## ESTIMATE OF EASEMENT VALUES

Serial	Company	Use	Acres	Land Area (SF)	Price per Acre	Indicated Rights to be Acquired	Indicated Value (Rounded)	What will be Collected	Value Not Collected
71088A	NV Energy	pole line and underground cable	2.137	93,088	\$6,000	95%	\$12,200	\$500	\$11,700
71089A	NV Energy	distribution substation	0.279	12,153	\$6,000	95%	\$1,600	\$500	\$1,100
71090A	NV Energy	pole line and access	14.258	621,078	\$6,000	95%	\$81,300	\$500	\$80,800
71091A	NV Energy	OH and UG fiber optic cable	1.376	59,939	\$6,000	95%	\$7,800	\$500	\$7,300
71092A	NV Energy	OH distribution	17.131	746,226	\$6,000	95%	\$97,600	\$500	\$97,100
71093A	NV Energy	OH and UG distribution line	0.515	22,433	\$6,000	95%	\$2,900	\$500	\$2,400
71094A	NV Energy	additional connections	10.844	472,365	\$6,000	95%	\$61,800	\$500	\$61,300
71102A	NV Energy	service center expansion	1.999	87,076	\$6,000	95%	\$11,400	\$500	\$10,900
71106A	NV Energy	distribution line access	0.320	13,939	\$6,000	95%	\$1,800	\$500	\$1,300
Total Amount			48.9	2,128,297	\$6,000	95%	\$278,400	\$4,500	\$273,900
LADWP's Share (30%)			-	-	-	-	\$83,520	\$1,350	\$82,170

Indicated Value = (Acres) x (Price per Acre) x (Indicated Rights to be Acquired)

Value Not Collected = (Indicated Value) - (What will be Collected)



**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving Resolution No. 017-XXX of the Board of Water and Power Commissioners authorizing the grant of nine (9) easements over portions of the Mohave Steam Generating Station Property in Clark County, Nevada.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. The City of Los Angeles, acting by and through its Department of Water and Power (LADWP), along with Southern California Edison Company (SCE) and Nevada Power Company (dba "NV Energy") (collectively the "Mohave Steam Generating Station (MSGs) Owners"), jointly own and manage certain land in Clark County, State of Nevada, where the former MSGS Project was located. LADWP owns a 30% interest in the MSGS Project. The MSGS Owners agreed to grant co-owner NV Energy nine (9) easements for electric public utility purposes (Easements). The proposed electric public utility easements will support future growth that is developing in the vicinity of and potentially on the MSGS Project property.

Sec. 2 NV Energy will pay the MSGS Owners \$4,500.00 for the Easements. LADWP's share of the compensation will be \$1,350.00.

Sec. 3. The Easements, approved as to form and legality by the City Attorney, are set forth in **Exhibit "A"** which is attached hereto and incorporated herein by this reference.

Sec 4. The Board of Water and Power Commissioners has adopted a resolution authorizing the grant of LADWP's interest in the Easements to NV Energy, and requesting that the City Council authorize by ordinance the execution of the Easements on behalf of the City and LADWP, as provided in Section 675(d)(2) of the Los Angeles Charter.

Sec. 5. The sale of LADWP's interest in the Easements to NV Energy is hereby authorized. The President or the Vice President of the Board of Water and Power Commissioners, or the General Manager of the Department of Water and Power, or such person as the General Manager shall designate in writing; and by the Secretary, Assistant Secretary or the Acting Secretary, are authorized and directed to execute the Easements on behalf of the City and LADWP.

Sec. 6. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

HOLLY E. WOLCOTT, City Clerk

By \_\_\_\_\_

Deputy

Approved \_\_\_\_\_

Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_

TIMOTHY J. CHUNG  
Deputy City Attorney

Date: \_\_\_\_\_

File No. \_\_\_\_\_