FLAMINGO UNDERGROUND CONVERSION PROJECT
CONSTRUCTION AGREEMENT

BETWEEN

NEVADA POWER COMPANY

AND

CLARK COUNTY NEVADA

Dated:
February 19, 2008
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACKGROUND</td>
<td>1</td>
</tr>
<tr>
<td>AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>1. CONVERSION PROJECT SCOPE</td>
<td>1</td>
</tr>
<tr>
<td>2. DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>3. TERM AND TERMINATION</td>
<td>4</td>
</tr>
<tr>
<td>4. ENGINEERING, PROCUREMENT AND CONSTRUCTION</td>
<td>4</td>
</tr>
<tr>
<td>5. PROJECT REVIEW AND CHANGE ORDERS</td>
<td>6</td>
</tr>
<tr>
<td>6. COORDINATION</td>
<td>7</td>
</tr>
<tr>
<td>7. BILLING AND PAYMENT PROCESS</td>
<td>7</td>
</tr>
<tr>
<td>8. PROPERTY RIGHTS</td>
<td>8</td>
</tr>
<tr>
<td>9. RECORDS</td>
<td>9</td>
</tr>
<tr>
<td>10. FORCE MAJEURE</td>
<td>9</td>
</tr>
<tr>
<td>11. INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>12. INDEMNIFICATION</td>
<td>10</td>
</tr>
<tr>
<td>13. DISPUTE RESOLUTION</td>
<td>11</td>
</tr>
<tr>
<td>14. DEFAULT AND REMEDIES</td>
<td>11</td>
</tr>
<tr>
<td>15. NOTICES</td>
<td>12</td>
</tr>
<tr>
<td>16. GENERAL TERMS</td>
<td>12</td>
</tr>
<tr>
<td>EXHIBITS</td>
<td>16</td>
</tr>
<tr>
<td>Exhibit A – Parties’ Contacts</td>
<td>16</td>
</tr>
<tr>
<td>Exhibit B – Estimated NPC Project Costs</td>
<td>17</td>
</tr>
<tr>
<td>Exhibit C – Conversion Project Schedule</td>
<td>18</td>
</tr>
<tr>
<td>Exhibit D - Permits Required</td>
<td>19</td>
</tr>
<tr>
<td>Exhibit E - Grant Of Easement</td>
<td>20</td>
</tr>
<tr>
<td>Exhibit F – Aerial Photo</td>
<td>26</td>
</tr>
</tbody>
</table>
This Agreement is made and entered into as of February 19, 2008, by and between Clark County, Nevada (the "County"), a political subdivision of the State of Nevada (the "State"), and Nevada Power Company, a Nevada corporation ("NPC").

BACKGROUND

A) NPC owns and operates electric transmission and distribution facilities and provides electric service to the public in Clark and Nye Counties, Nevada, in accordance with a tariff on file with the Public Utilities Commission of Nevada.

B) Harrah’s Operating Company, Inc. ("Harrah’s") desires that certain of NPC’s existing transmission, distribution and associated facilities along and adjacent to Flamingo Road be converted from overhead to underground.

C) Pursuant to Nevada Revised Statutes ("NRS") §271.800 and in accordance with the County’s Developer Special Improvement District Guidelines, Caesars Palace filed a petition, subsequently amended by Harrah’s, with the Clark County Board of County Commissioners to create Special Improvement District No. 112 ("SID") for the financing, design, procurement, and construction of the Conversion Project (as defined below).

D) On October 31, 2007, NPC submitted to the County a written estimate of the cost to relocate the facilities underground pursuant to NRS §271.800(2).

E) The Clark County Board of County Commissioners authorized acceptance of Caesars Palace’s (now wholly owned by Harrah’s) petition for the formation of the SID on April 26, 2002, and Harrah’s amended petition on August 21, 2007, and authorized County staff to begin negotiations concerning the financing, construction and other issues related to the Conversion Project.

F) The County anticipates entering into several agreements relating to the SID pursuant to which the County will issue bonds for the financing of the Conversion Project; Harrah’s will be obligated to repay the SID bonds through special assessments levied by the County; and NPC, as the existing electric service provider, will perform the Conversion Project pursuant to NRS §271.800(4).

G) NPC has issued the EPC RFP (as defined below) in a letter dated August 10, 2007, and has received responsive bids.

H) This Agreement sets forth the agreed-upon terms and conditions governing responsibility for the cost, design and construction of the Conversion Project, and ownership of facilities pursuant to Rule 9 of NPC’s tariff and more specifically Paragraph 25 of Rule 9, which allows for negotiated contracts in circumstances that would otherwise subject NPC or its customers to abnormal risk.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

AGREEMENT

1. CONVERSION PROJECT SCOPE

1.1. Pursuant to NRS 271.800, NPC approves the Conversion Project. The scope of the Conversion Project includes the engineering, procurement and construction activities required to convert certain facilities from overhead to underground, as well as the removal of those overhead facilities and the relinquishment of their associated easements. Such facilities are specifically described in the Project Documents and generally described below:
1.1.1. 12 kV, 69 kV, and 138 kV power lines, and other associated facilities, from the first 2 pole structures (NPC No.’s X3926 & X4417) located east of the Interstate 15 north on-ramp from westbound Flamingo Road proceeding east approximately 4600 feet to the intersection of Koval Lane and Flamingo Road terminating inside the Flamingo/Suzanne substation located on property, APN 16221501006 owned by NPC, will be placed underground. Associated facilities may include facilities that are owned by third parties. An open trench method of installation may be used through the intersection of Flamingo Road and Las Vegas Boulevard. An aerial photo of the project area is attached as Exhibit F for reference purposes only.

1.2. All Converted Facilities (as defined below) will be the sole property of NPC. All Project Documents and copies thereof are and will remain the property of NPC. The County will not have any right, title, lien or interest in Project Documents or the Converted Facilities. The Project documents will also be public records on file at the County.

2. DEFINITIONS

The following terms, whether used in the singular or plural, and when initially capitalized, have the stated meanings.

2.1. Agreement: This document consisting of the Background, Agreement Sections 1 through 16, and the attached Exhibits, as may be amended in accordance with Section 16.1.

2.2. Agreement Administrator: The individual appointed by each Party to administer this Agreement.

2.3. Betterment: Any adjustment or change in the design of the Conversion Project, as such design was published in the EPC RFP, that is (i) above the capacity and operational standards of the existing facilities being replaced as part of the Conversion Project; and (ii) is made primarily for the benefit and at the voluntary election of NPC.

2.4. Bond Proceeds: Proceeds from the issuance of SID bonds plus amounts received from the investment thereof minus “Incidental Expenses” and any contribution to the “Reserve Fund”, both as defined in the SID Agreement. Bond Proceeds from the issuance alone are anticipated to be $63.5 million.

2.5. Change Order: Any material change to the Conversion Project. A material change is one that results in (i) an increase to the Costs of more than $50,000 for any single change; (ii) a cumulative increase to initial Costs resulting from Sections 5.5 and 5.9 changes in an amount exceeding $300,000; or (iii) any change to the Targeted In-Service Date.

2.6. Claim: As defined in Section 12.3.

2.7. Converted Facilities: Those electric and communication facilities in place as of the In-Service Date that are modified or installed as part of the Conversion Project, including the Underground Facilities as defined below.

2.8. Conversion Project: As described in Section 1.

2.9. Costs: Any and all NPC Project Costs.

2.10. County: Clark County, Nevada, and its permitted successors and assigns.

2.11. Defaulting Party: As defined in Section 14.1.

2.12. Dispute: As defined in Section 13.1

2.13. EPC Contract: Contract entered into between NPC and its contractor to provide those engineering, procurement and construction services, all as specified in the EPC RFP.
2.14. EPC RFP: Engineering, procurement and construction Request For Proposal for “Flamingo UG EPC” No. 07-R0111, first issued by NPC on August 10, 2007 and as last amended on October 22, 2007, for bids to perform as the principal contractor to NPC for a specified part (generally encompassing the high-voltage transmission facilities, all duct bank installation, and road and landscaping restoration) of the Conversion Project.

2.15. Force Majeure: As defined in Section 10.

2.16. Harrah’s: Harrah’s Operating Company, Inc.


2.18. In-Service Date: The date on which all Converted Facilities have been released, in writing, to the jurisdiction of NPC’s Distribution or Transmission Operations Dispatchers. As of the date of this Agreement, the Parties project that the In-Service Date will occur on or before May 1, 2009.

2.19. NDOT: The Nevada Department of Transportation.


2.22. NPC Project Costs: Direct and indirect costs attributable to the Conversion Project, including costs incurred under the Project Contracts, including without limitation costs of engineering, procurement, construction, repair, termination or cancellation escrow fees, third-party attachments to NPC facilities, administrative and general overheads for such things as “Allowance for Funds Used During Construction” (AFUDC) and supervision of Project Contracts, local, state and federal taxes, and Sections 5.5, 5.8, and 5.9 changes, but excluding the costs of any Betterments. NPC’s estimates of NPC Project Costs are as described in attached Exhibit B. NPC Project Costs will be determined in accordance with NPC’s normal accounting procedures prescribed by the Federal Energy Regulatory Commission.

2.23. Party: NPC or County or both.

2.24. Project Contracts: The following specified contracts between NPC and third parties, as amended, for services and materials specific to the Conversion Project: (i) the EPC Contract; (ii) a contract with Nexans for the procurement of underground electrical cable and ancillary materials; and (iii) a contract for on-site construction inspection, should such a contract be entered into.

2.25 Project Documents: Those preliminary or “for construction” engineering drawings, construction plans, surveys and technical specifications for the Conversion Project.

2.26 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues related to engineering, procurement, and construction of the Conversion Project except that the County’s Project Manager will not serve as point of contact for NPC’s application for required County permits, which must be made through normal permitting channels.

2.27 Schedule: NPC’s Conversion Project schedule attached as Exhibit C and as subsequently revised in accordance with Sections 5.5, 5.8, and 5.9 changes.

2.28 Scoping Agreement: The agreement between NPC and Harrah’s dated January 18, 2007 pursuant to which the initial Conversion Project design was funded.
2.29 SID Agreement: The agreement approved by the Clark County Board of County Commissioners, between the County and Harrah’s regarding the creation of the SID.

2.30 Targeted In-Service Date: May 1, 2009 or such other date as revised in accordance with Sections 5.5 or 5.8.

2.31 Umbrella Agreement: That agreement between Harrah’s and NPC dated February 12, 2008, regarding the Conversion Project.

2.32 Underground Facilities: Underground electric transmission systems at 69 kV and above, consisting of two (2) conduit duct banks, and related conduits, manholes, vaults, wires, cables, fiber optic cables for NPC’s internal communication, and other related fixtures and apparatus, or any thereof, for purposes of transmission of electricity at 69 kV and above.

3. TERM AND TERMINATION

3.1 This Agreement is effective from the date and year first written above following its execution and contingent on the full execution of the SID Agreement and the Umbrella Agreement. However, nothing in this Agreement obligates the County to issue the SID bonds.

3.2 This Agreement will remain in effect until terminated:

   3.2.1. Automatically, upon satisfaction of all obligations provided in this Agreement;
   3.2.2. By the Non-Defaulting Party, if so elected in accordance with Section 14; or
   3.2.3. By either Party, if for any reason, the Bond Proceeds are not available by June 1, 2008. Notwithstanding anything herein to the contrary, if so terminated, the County has no responsibility to pay any Costs incurred by NPC prior to that date.

3.3 The following obligations survive any termination of this Agreement:

   3.3.1. The indemnification and hold harmless obligations in Section 12.
   3.3.2. Payment of any amounts due in accordance with Section 7 prior to or resulting from termination.
   3.3.3. Claims related to audits allowed by Section 9.2.

4. ENGINEERING, PROCUREMENT AND CONSTRUCTION

4.1 NPC will perform the Conversion Project consistent with the following standards, to the extent that such efforts do not interfere with NPC’s obligations to other customers, do not adversely impact the reliability and safety of its electric system, and are consistent with applicable reliability criteria:

   4.1.1. Engineering will be performed to professional standards, defined to be the care and skill ordinarily used by members of the utility engineer profession under similar conditions at the same time and place.
   4.1.2. Materials procured will be new and free from defects in material and workmanship.
   4.1.3. Construction will conform to:

      i. The Project Documents;
      ii. Any final Change Orders and changes pursuant to Section 5.4;
      iii. Applicable local, State, and federal codes, regulations, and laws;
      iv. Permits listed in Exhibit D, the terms of which will govern in the event of conflict with any of the above; and
v. Other County standards as applicable and communicated in writing to NPC’s Project Manager.

4.1.4. The Underground Facilities shall be constructed in a location acceptable to the County. NPC will use the best engineering practices to limit the size of the duct banks, which shall in any event not exceed four feet high by four feet wide, and to assure minimum separation distances between the duct banks.

4.1.5. NPC shall determine the depth and location of all utilities and foundations for structures located within the right of way prior to construction of the Conversion Project that in NPC’s judgment could impact the project. If utilities or other facilities need to be relocated, adjusted, or removed, NPC will coordinate and cooperate with the owners of those facilities and any required relocation, adjustments, or removal will occur at NPC’s expense. Additionally, NPC will make reasonable efforts to identify any facilities that are currently planned for placement within the right of way that in NPC’s judgment could impact the Conversion Project construction.

4.2. Construction may not commence until applicable conditions in NRS § 271.800(6) have been met, including without limitation:

4.2.1 The existence of an unappealable ordinance creating the SID pursuant to NRS § 271.325;

4.2.2 Closing on the sale of SID bonds; and

4.2.3 NPC has obtained the permits listed in Exhibit D, and acquired all property rights and licenses necessary for the commencement of the Conversion Project.

4.3. Neither NPC nor any of its contractors or subcontractors may commence work on the Conversion Project until they:

i. Are licensed or bonded as required by State law; and

ii. Have provided the County with evidence that they meet the insurance requirements set forth in Section 11.

iii. Construction of the Conversion Project will not begin until equivalent temporary rights by way of a right of entry are granted by the County.

iv. NPC shall provide written notification of the Conversion Project to all entities and authorized users whose facilities are presently in the public right of way of Flamingo Road within the limits of the Conversion Project (Koval Lane to I-15, approximately). Additionally, NPC will provide similar notification to any other entity or authorized user known to NPC or identified by the County that has known plans to use this public right of way for their facilities. Said written notification will be provided prior to construction of the Conversion Project. NPC shall coordinate and cooperate with other utility franchisees or other users of the right of way, that have, or plan to build, infrastructure in proximity to the Conversion Project so as to minimize any existing or future impacts.

4.4. Pursuant to NRS § 271.800(5), the County need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, Chapters 332, 338 and 339 of the NRS except that NRS §§ 338.010 to 338.090, inclusive, do apply to the construction work performed under this Agreement.
4.4.1. NPC and its contractors and subcontractors are responsible for providing the State Labor Commission with all information required by NRS § 338.010 to NRS § 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS.

5. PROJECT REVIEW AND CHANGE ORDERS

5.1. The County may select and separately contract for the engineering services of one or more Nevada Registered Professional Civil or Electrical Engineers, in accordance with the NRS. NPC has no obligation to pay any amount associated with such separate County contracts. Such separately contracted services may include:

i. Review of the engineering design for the Conversion Project, including all Change Order requests;

ii. Inspection services; and

iii. Assistance in verifying proper documentation for all invoices.

5.2. NPC will provide the County with a reasonable opportunity to review and comment on the 30% Underground Line Design and the 100% Line Design as set forth in clause A 1.02 of Attachment 1 to the EPC Contract ("Line Design").

5.3. County’s Project Manager must provide written acceptance and any comments to NPC on each Line Design within 10 business days of receipt. Failure of the County’s Project Manager to provide such written acceptance within this time period will result in the County’s acceptance being automatically deemed. NPC will incorporate the County’s comments on any Line Design into the Conversion Project design to the extent that NPC, in its reasonable judgment:

i. Considers them to be feasible, consistent with NPC’s standards, consistent with the overall Conversion Project design, and cost effective; and

ii. Determines that it is adequately assured of payment in accordance with Section 7.

5.4. Either Party may suggest a Change Order, but NPC will manage the request process described herein. NPC must submit a request for each Change Order in writing to the County’s Project Manager as well as to Harrah’s Project Manager. Requests must include, at a minimum, the following:

5.4.1. A complete description of the change requested;

5.4.2. The amount of any increase or decrease expected in the Cost;

5.4.3. The anticipated effect of the proposed change on the Targeted In-Service Date; and

5.4.4. The maximum time to resolve the Change Order request without delaying the Schedule and/or Targeted In-Service Date.

5.5. Change Orders will be deemed final when the Change Order request is agreed to in writing by the Project Managers of the Parties and Harrah’s. The Project Documents, Schedule, and Targeted In-Service Date, will be promptly revised in accordance with any final Change Order. Should a Change Order request be rejected after the Section 5.4.4 response time, the Schedule and Targeted In-Service Dates will be adjusted accordingly.

5.6. No work related to a Change Order will commence until the Change Order is deemed final in accordance with Section 5.5. Any costs incurred for work associated with a Change Order commenced prior to its approval or despite its rejection are not deemed to be Costs hereunder. All other Costs associated with any Change Order including without limitation the preparation of the request, carrying out final Change Orders, and those costs incurred because a Change Order request was not finalized within the 5.4.4 response time are deemed to be Costs hereunder.
5.7. Review or approval by the County of any Line Design or Change Order request in accordance with Section 5.3 does not limit any rights the County may have against NPC or any of its contractors, subcontractors, or consultants for defective or negligent design or construction, nor will it relieve NPC of its Section 4.1 responsibilities.

5.8. Notwithstanding anything herein to the contrary, NPC may, without making a Change Order request, make changes to the Project Documents, Schedule, or Costs without prior notice to the County, if reasonably required by any of the following situations:

5.8.1. Such change is required to comply with requirements stated in Sections 4.1.3 iii, iv and/or v.

5.8.2. The Targeted In-Service Date may be changed if required by limitations and requirements related to the operation and maintenance of NPC’s electric system, including such things as restrictions during any year from May 15 through October 1 and other periods as may be determined in the sole judgment of NPC, against scheduled transmission line outages.

5.9. NPC is authorized to make any change to the Conversion Project which is not a material change, as that phrase is defined in Section 2.5.

5.10. NPC will provide written notification to the County and Harrah’s of changes described in Section 5.8 and 5.9 as soon as reasonably practical after NPC decides to make such change(s). All costs incurred due to any change described by Sections 5.8.1, 5.8.2 and Section 5.9 will be included in Costs hereunder.

5.11. Notwithstanding any other provision found in Section 5, NPC will at all times comply with all conditions and requirements of any encroachment permit issued by the County.

6. COORDINATION

6.1. It is recognized that the cooperation of multiple parties is essential to this Conversion Project, and each Party agrees to cooperate not only with the other Party but also with Harrah’s and any contractors or subcontractors retained by NPC.

6.2. The Parties give the following authority to their Project Managers:

6.2.1. Except as to the encroachment permitting process, to serve as the single point of contact for coordinating the Conversion Project, including such matters as Schedule, design, construction, and removal;

6.2.2. To approve any Change Orders; and

6.2.3. To delegate their authority to another individual, for certain matters as defined in a written notice to the other Party.

6.3. If a labor dispute or other factor delays or threatens to delay the Schedule or the Targeted In-Service Date, a Party, upon knowledge thereof, must promptly notify the other Party, as well as Harrah’s, in writing of the general nature and the expected duration of the delay.

6.4. If a Party discovers any Hazardous Substance during work on the Conversion Project, that Party must promptly report the discovery to the other Party and to the appropriate governmental authority, and work on affected area(s) will be discontinued as directed by an appropriate governmental authority or as required in accordance with the Project Contracts.

7. BILLING AND PAYMENT PROCESS

7.1. The County will pay for 100% of the Costs, provided, however the County’s payment obligation under this Agreement is limited to and shall not exceed the amount of the Bond Proceeds, plus any amounts paid to the County by Harrah’s pursuant to the SID Agreement. The County is not obligated to make any payments from any other County funds.
7.2. The County will pay NPC for work satisfactorily completed any properly documented invoiced amount no later than 60 days after receipt of an invoice by the County, except as subject to the monetary limitation set forth in Section 7.1.

7.3. Any amount owing and unpaid by the County and due under this Agreement will accrue interest at the then current per annum simple prime rate as published in the Money rates section of the Wall Street Journal, plus one percent (1%) from the original due date through the date of receipt of payment by the County. Any interest paid per this section will be limited to Bond Proceeds as described in Section 7.1.

7.4. The County will not make advance payments under this Agreement.

7.5. The County shall have no obligation to pay invoiced amounts that are disputed or not properly documented until the dispute is resolved or adequate documentation is provided. The County shall pay any portion of invoiced amounts that are not in dispute, or, alternatively, within ten (10) business days of receipt of invoice, request NPC to re-invoice with the disputed amount removed and deferred for later resolution.

7.6. NPC shall conduct an audit review of costs incurred after construction is complete and all charges recorded to ensure that all costs have been invoiced and reimbursed. NPC will review any unreimbursed costs with the County for final resolution, subject to the limitation to the County’s obligation described at Section 7.1.

8. PROPERTY RIGHTS

8.1. Upon receipt of payment for the easement rights by the County in accordance with the SID 112 District Financing Agreement, the County will grant NPC easement rights within those portions of Flamingo Road in which the Converted Facilities are located. The easement rights shall consist of two exclusive easements and two non-exclusive easements. Each exclusive easement shall correspond to a constructed duct bank along with its related Underground Facilities. The non-exclusive easements shall be no greater than ten feet in height and depth measured from the centerpoint of the corresponding duct bank, and no greater than ten feet wide on either side of the centerline of the corresponding duct bank. In locations where the duct bank is greater than twelve (12) feet below the surface, the non-exclusive easements shall also be five (5) feet either side of the centerline of the duct bank in the area between two (2) feet below the surface and ten (10) feet above the centerline of the duct bank. None of the easements shall convey the areas above a plane formed two feet below finished street grade. To the extent of its boundaries, each non-exclusive easement may overlap the other exclusive easement and non-exclusive easement. The legal description of the easements shall be determined by “as built” survey after construction. The easement rights must be granted no earlier than the completion of the construction of the duct banks and no later than the In-Service Date for any applicable portion that is owned by the County at that time.

8.2. Easement rights will be conveyed by the County substantially in the form attached as Exhibit E.

8.3. NPC acknowledges that within the easements (a) County has granted franchisee and licensee rights to utility purveyors and others; (b) statutory rights exist which authorize the use of the area of the easements; and (c) other property rights may exist which authorize the use of the area of the easements. NPC understands and agrees that the easements do not convey any rights and interests in derogation of any of the existing rights and interests, including but not limited to rights others may have pursuant to franchise agreements with the County, and statutory rights granted pursuant to law, including but not limited to local, state and federal laws, ordinances, codes, statutes and regulations, and/or property rights.

8.4. The easements will be for subsurface rights only and will not include any areas which are then occupied by any existing improvements and/or facilities.
8.5. NPC will relinquish easements associated with these converted facilities within 90 days of its reasonable determination that the facilities are no longer required by NPC to provide service.

8.6. NPC agrees not to impede, restrict, disrupt, damage and/or interfere with any improvements and/or facilities.

9. RECORDS

9.1. NPC and the County will keep records and supporting data related to invoices and payments under this Agreement in conformity with generally accepted accounting principles.

9.2. Each Party has the right to audit such records and supporting data of the other Party at reasonable times and places. Invoices and payments that are more than 3 years old are deemed final and are not subject to audit. Written notice of any overpayment or underpayment, as determined by an audit, will be given to the other Party together with supporting documentation.

10. FORCE MAJEURE

10.1. Neither Party is liable for damages or additional compensation to the other Party for any delay or non-performance due to a Force Majeure event, which is defined as circumstances beyond a Party’s reasonable control that could not be avoided by such Party’s exercise of due care.

10.1.1. A Force Majeure event may include without limitation such things as: discovery or mitigation of Hazardous Substances, acts of God, fire, flood or other out-of-the-ordinary actions of the elements, unexpected material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or labor difficulties. A Force Majeure event will include an “excusable delay” of an NPC contractor or subcontractor, as such term is substantially defined in clause E-37 of the EPC Contract.

10.1.2. An event will not be deemed to be a Force Majeure event if it is:

   i. Related to any payment obligation; or

   ii. Caused by normal wear and tear.

10.2. A Party claiming a Force Majeure event must:

10.2.1. Give written notice as soon as reasonably practicable to the other Party’s Agreement Administrator and Project Manager, which notice must include:

   i. A description of the particulars of the claimed Force Majeure event; and

   ii. Adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is necessary to overcome the Force Majeure event. Such assurances must include an explanation of the remedial action to be taken and the projected time period necessary.

10.2.2. Give immediate written notice to the other Party when the Party is able to resume full performance of its obligations under this Agreement.

10.3. All notices regarding a Force Majeure event must be accompanied with information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. NPC will be entitled to an extension of the Schedule and Targeted In-Service Date in the event of a Force Majeure event.
11. INSURANCE

11.1. Before commencing any work on the Conversion Project, NPC and each of its contractors and subcontractors will furnish to the County certificates of insurance, showing that the following insurance is in force and will insure all operations under this Agreement:

11.1.1. Workers’ Compensation, in accordance with the laws of the State.

11.1.2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $10,000,000 per occurrence to protect the County, NPC and NPC’s contractors and subcontractors against claims for bodily injury or death and damage to the property of others. This insurance must cover the use of all equipment, hoists and vehicles on the Conversion Project site not covered by Automobile Liability under Section 11.1.4.

11.1.3. If NPC, its contractors or subcontractors have a “claims made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of this Agreement; and the extended reporting period may not be less than 5 years following the completion of the Conversion Project.

11.1.4. Automobile Liability on owned and non-owned motor vehicles used on the site or in connection with the Conversion Project for a combined single limit for bodily injury and property damage of not less than $1 million dollars per occurrence and $2 million dollars general aggregate for bodily injury or death and damage to the property of others.

11.1.5. Unless similarly covered under another insurance policy, Builders’ Risk on all work in place and/or materials stored at the Conversion Project site.

11.1.6. Errors and Omissions insurance with limits of not less than $10,000,000.

11.2. NPC retains the right to provide self-insurance up to a maximum of $500,000 to meet the initial $500,000 of insurances required in this Agreement.

11.3. Each policy, except the Errors and Omissions policy, must name the County, its Commissioners, officers and employees as additional insureds.

11.4. No Policy may be cancelled or materially changed or altered without first giving 30 days written notice to the County at the address set forth in Exhibit A. Each Policy must contain a valid provision or endorsement stating, “This policy will not be cancelled without first giving thirty (30) days written notice thereof to Mr. Dennis Cederburg, Clark County Department of Public Works, PO Box 554000, Las Vegas, Nevada 89155-4000.”

11.5. NPC must maintain a copy of all proofs of insurance and make complete copies of all policies held by it, its contractors or subcontractors available to the County upon request.

11.6. All insurance must be written with companies that are financially responsible and allowed to do business in the State.

12. INDEMNIFICATION

12.1. The County cannot and by this Agreement does not agree to exonerate or assume the defense of NPC, its contractors, subcontractors or any other person or entity whatsoever, for any purpose whatsoever.

12.2. Responsibility to Indemnify County

12.2.1. NPC, its successors and assigns, shall indemnify, defend and hold harmless the County and its officers, agents, employees and volunteers, against and from any and all liability, fines, losses, damages, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and
attorney’s fees, and all court or arbitration or other alternative dispute resolution costs, whether false, fraudulent or groundless, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property whatsoever, when such injury, death, loss, destruction, claim or damage is due to or arising from or as a result of the Conversion Project or the construction, operation, addition to, maintenance, or removal of the Converted Facilities, or any work, action or inaction by NPC, its officers, employees, agents and volunteers, representatives, contractors, or sub-contractors.

12.2.2. NPC, its successors and assigns, further agrees to indemnify, defend and hold harmless the County and its officers, agents, employees and volunteers, against and from any all liability, fines, losses, damages, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney’s fees, and all court or arbitration or other alternative dispute resolution costs, whether false, fraudulent or groundless, which arise out of or are in any way related to the granting of the easements described at and pursuant to Section 8.1, including but not limited to any franchise, license or statutory rights claim that a contract is impaired or rights or property are taken or damaged as a result of the easements granted pursuant to Section 8.1 and/or the actions of NPC in utilizing and/or administering said easements.

12.3. The County must notify NPC of any and all third-party claims, demands, suits, actions, or proceedings of any kind or nature whatsoever (“Claim”) promptly after receiving notice of it. The Parties will take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the Claim.

12.4. If NPC confirms, in writing, its responsibility to indemnify, NPC will at its sole expense have control over the defense or settlement of such Claim with the following limitations:

12.4.1. The County will be entitled to participate in the defense of the Claim and to employ counsel at its own expense to assist in the handling of the defense of the Claim.

12.4.2. NPC will obtain County’s prior written approval before entering into any settlement of any Claim for injunctive or other similar relief.

12.5. If NPC fails to accept responsibility to indemnify the County in accordance with Section 12.2, the County may defend and resolve the Claim in its own discretion and NPC will promptly reimburse the County the settlement or judgment amount, plus all attorney fees and costs incurred by the County for the Claim’s defense and resolution.

13. DISPUTE RESOLUTION

13.1. Any action, claim or dispute which either Party may have against the other arising out of or relating to this Agreement, or the breach, termination or validity thereof (any of which, a “Dispute”), will be submitted in writing to the other Party’s Agreement Administrator. The written submission of any Dispute must include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and documentation that support the claim.

13.2. The Parties agree to cooperate in good faith to expedite the resolution of any Dispute. Pending resolution, the Parties will proceed diligently with their obligations under this Agreement.

13.3. The Parties will first attempt in good faith to resolve any Dispute through informal negotiations of the Agreement Administrators. Before taking other legal action, the Agreement Administrators will have 30 days (or 10 days if the Dispute concerns an invoice pursuant to Section 7.5) from the receipt of the Section 13.1 submission to negotiate a resolution to the Dispute.
14. DEFAULT AND REMEDIES

14.1. If a Party breaches any obligation under this Agreement and such breach is not cured within 30 days after receipt of written notice of such breach from the other Party (“Non-Defaulting Party”) and the breach is not directly due to a Force Majeure event, the Non-Defaulting Party may declare the other Party (“Defaulting Party”) in default and is then entitled, subject to Section 14.2, to all remedies authorized by law, including termination of this Agreement.

14.2. Neither Party will be liable to the other for any punitive, consequential, indirect, exemplary, or incidental damages (including, without limitation, loss of business revenues or profits or goodwill) arising out of this Agreement or the Conversion Project, under any theory of tort, contract, warranty, strict liability or negligence.

14.3. If the Conversion Project is delayed by a Force Majeure event, the time within which NPC must complete the Conversion Project will be extended by a period of time not less than the actual number of days of such delay. Any such delay will not increase the payment obligation of the County.

14.4. A filing by NPC for bankruptcy protection, or having an involuntary bankruptcy proceeding filed against it, is not a breach under this Agreement.

15. NOTICES

15.1. All written notices or submittals (including invoices) required by this Agreement will be sent either by hand-delivery, registered or certified U.S. mail return receipt requested, overnight delivery, facsimile, or, except for notices of default pursuant to Section 14, regular first class U.S. mail. Such notices and submittals will be effective and deemed to have been received as documented by the method of delivery, when presented if hand-delivered; or on the third business day following deposit with the U.S. mail if sent regular first class U.S. mail.

15.2. Except as otherwise designated herein, such written notices will be sent to the Parties at the addresses stated on Exhibit A with copies as so designated.

15.3. Exhibit A may be revised at any time by providing written notice to the other Party.

16. GENERAL TERMS

16.1. Amendment: Except as specifically provided in this Agreement, no amendment, modification, waiver, termination by agreement, rescission, discharge, or voluntary cancellation of this Agreement or its terms is binding on NPC and the County unless in writing and executed by both Parties.

16.2. Authority: Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the performance contemplated hereby. The persons executing this Agreement hereby state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

16.3. Choice of Law: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules.

16.4. Counterparts: This Agreement may be executed in any number of counterparts, each of which is regarded as an original and all of which constitute the same instrument.

16.5. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties thereby merging and superseding all prior agreements and all representations by and between the Parties, whether oral or written, relating to the Conversion Project and the subject matter of this Agreement.
16.6. Further Assurances: Each Party agrees to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry out the purposes of this Agreement or to better assure and confirm unto the other Party its rights, powers, and remedies hereunder.

16.7. Headings: The headings or section titles contained in this Agreement are 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.

16.8. Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, or employee of the other Party by reason of this Agreement.

16.9. Interpretation: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Both Parties were represented by counsel in the negotiation of this Agreement.

16.10. Severability: If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a court, arbitrator or regulatory authority of competent jurisdiction (“Invalid Term”) and such holding is subject to no further appeal or judicial review, then;

16.10.1. If the remaining provisions can be given effect without the Invalid Term then the Invalid Term will be deemed severed from this Agreement and all remaining terms will continue in full force and effect.

16.10.2. If not, then the County and NPC agree to replace such Invalid Term with a valid provision that has, as nearly as possible, the same effect.

16.11. Successors and Assigns: The Parties may not assign or delegate their rights or obligations under this Agreement, including by operation of law, without the express prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

16.12. Third Party Beneficiaries: No person or entity, including Harrah’s or any NPC contractor or subcontractor at any tier, is intended to be or may be deemed a third party beneficiary of this Agreement.

16.13. Waivers: No failure or delay on the part of either Party in enforcing any provision of this Agreement will operate as a waiver thereof, nor does any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of any other right, power or remedy that either Party may have under this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representative.

NEVADA POWER COMPANY

By: ____________________________  By: ____________________________

Chairman, Board of County Commissioners Clark County, Nevada

Date: ___________________________  Date: ___________________________

(SEAL)
Attest:
By: __________________________
County Clerk Clark County, Nevada
Shirley Parraguirre

Date: _________________________
Approved as to Form:
By: __________________________

By: __________________________
Deputy County Attorney___

State of ___________________ )
County of _________________ )
On this _____ day of ___________, 20___,
before me, ________________________, a Notary
Public, personally appeared ____________________________
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s)
whose name(s) (is/are) subscribed to this
instrument, and acknowledged to me that
(he/she/they) executed it

Notary Statement and/or Seal

State of ___________________ )
County of _________________ )
On this _____ day of ___________, 20___,
before me, ________________________, a Notary
Public, personally appeared ____________________________
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s)
whose name(s) (is/are) subscribed to this
instrument, and acknowledged to me that
(he/she/they) executed it

Notary Statement and/or Seal

State of ___________________ )
County of _________________ )
On this _____ day of ___________, 20___,
before me, ________________________, a Notary
Public, personally appeared ____________________________
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s)
whose name(s) (is/are) subscribed to this
instrument, and acknowledged to me that
(he/she/they) executed it

Notary Statement and/or Seal
basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged to me that (he/she/they) executed it

State of ________________
County of ________________

On this _____ day of ___________, 20___, ____________________________
before me, ________________________, a Notary Public

Notary Statement and/or Seal

__________________________
Notary Public
__________________________
Notary Statement and/or Seal

State of ________________
County of ________________

On this _____ day of ___________, 20___, ____________________________
before me, ________________________, a Notary Public

Notary Statement and/or Seal

__________________________
Notary Public
**EXHIBITS**

**Exhibit A – Parties’ Contacts**

<table>
<thead>
<tr>
<th>Nevada Power Company</th>
<th>Clark County, Nevada</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td>500 South Grand Central Parkway</td>
</tr>
<tr>
<td>6226 W. Sahara Ave.</td>
<td>Las Vegas, Nevada 89155-1211</td>
</tr>
<tr>
<td>Las Vegas, NV, 89146</td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td></td>
</tr>
<tr>
<td>P.O. Box 98910</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, NV, 89151</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agreement Administrator</strong></th>
<th><strong>Director of Public Works</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PO Box 554000</td>
</tr>
<tr>
<td></td>
<td>Las Vegas, Nevada 89155-4000</td>
</tr>
<tr>
<td>Telephone</td>
<td>(702) 455-6020</td>
</tr>
<tr>
<td>(702)</td>
<td></td>
</tr>
<tr>
<td>Cellular Telephone</td>
<td>(702) 455-6040</td>
</tr>
<tr>
<td>(702)</td>
<td></td>
</tr>
<tr>
<td>FAX</td>
<td></td>
</tr>
<tr>
<td>(702)</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project Manager</strong></th>
<th><strong>Project Manager</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Taylor</td>
<td></td>
</tr>
<tr>
<td>(702) 227-2382</td>
<td></td>
</tr>
<tr>
<td>(702) 274-1112</td>
<td></td>
</tr>
<tr>
<td>(702) 367-5489</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:steventaylor@nevp.com">steventaylor@nevp.com</a></td>
<td></td>
</tr>
</tbody>
</table>

| **Invoices**                |                             |
|                             |                             |

<table>
<thead>
<tr>
<th><strong>Notices Copied to</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Trierweiler</td>
<td></td>
</tr>
<tr>
<td>County Manager</td>
<td></td>
</tr>
<tr>
<td>PO Box 551111</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, Nevada 89155-1111</td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>PO Box 551211</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, Nevada 89155-1211</td>
<td></td>
</tr>
</tbody>
</table>

| County Counsel              |                             |
| PO Box 552215               |                             |
| Las Vegas, Nevada 89155-2215|                             |
Exhibit B – Estimated NPC Project Costs

<table>
<thead>
<tr>
<th>BUDGET ID</th>
<th>DESCRIPTION</th>
<th>COST</th>
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<tbody>
<tr>
<td>LR492</td>
<td>Lands Planning</td>
<td>$50,000¹</td>
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<tr>
<td>TL587</td>
<td>Transmission Lines</td>
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<tr>
<td></td>
<td>Corporate Communications</td>
<td>$360,000³</td>
</tr>
<tr>
<td>DS675</td>
<td>Substation</td>
<td>$600,000⁴</td>
</tr>
<tr>
<td>D6149</td>
<td>Distribution Lines</td>
<td>$2,500,000⁵</td>
</tr>
<tr>
<td>CO956</td>
<td>Telecomm. NPC Fiber</td>
<td>$331,478⁶</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$45,841,478</td>
</tr>
</tbody>
</table>

---

¹ NPC land planning and administrative only. Costs for acquisition of land rights (primarily Clark Co. and NDOT) addressed separately by Harrahs

² Includes all EPC contractor costs (except fiber Communication) for transmission and distribution plus NPC transmission cable material costs and NPC overheads

³ NPC and contract support is anticipated for approximately 18 months at $20,000 per month to ensure appropriate interagency and public communication

⁴ Substation work at Flamingo Suzanne may be required depending on the transmission and distribution line final design. Substation costs are undetermined until design engineering has progressed further. $600,000 is submitted as a placeholder for this costs subject to further investigation

⁵ Includes all NPC distribution cable and associated material costs and installation and overheads not included in EPC contract (Transmission Lines). Customer is responsible for providing necessary easements.

⁶ NPC fiber includes all cost, EPC cost for duct and NPC cost for fiber installation
Exhibit C – Conversion Project Schedule
Exhibit D - Permits Required

1) Permit for occupancy or encroachment of Nevada Department of Transportation Right of Way for Interstate 15 as required.

2) Encroachment Permit from Clark County, Nevada.
FLAMINGO UNDERGROUND CONVERSION PROJECT
AGREEMENT

Exhibit E – Grant of Easement

APN: 162-17-899-003
      162-21-199-014, 015, 016, 018
      162-21-599-001, 005, 006

WHEN RECORDED MAIL TO:
Land Services
Nevada Power Company
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENTS FOR UNDERGROUND TRANSMISSION
OF HIGH VOLTAGE ELECTRIC POWER

WE, the COUNTY OF CLARK, a political subdivision of the State of Nevada, ("Grantor"), for One Dollar ($1.00) and other valuable consideration, do hereby grant in perpetuity and convey to NEVADA POWER COMPANY ("Grantee"), its successors and assigns, Exclusive Easements for the Facilities (as set forth below), and Non-Exclusive Easements to protect the Facilities (as set forth below) in accordance with the National Electrical Safety Code ("Easements," collectively), to construct, operate, add to, maintain, and remove underground electric transmission systems at 69 kV and above, consisting of two (2) conduit duct banks, and related conduits, manholes, vaults, wires, cables, fiber optic cables for Grantee's internal communication, and other related fixtures and apparatus, or any thereof, for purposes of transmission of electricity at 69 kV and above ("Facilities") in the subsurface area under, across and through the street right of way, as well as upon the street right of way for necessary surface access points, as more particularly described in Exhibit "A" as to the Exclusive Easements and Exhibit "B" as to the Non-Exclusive Easements, attached hereto and, by this reference, made a part thereof. The Exclusive Easements and Non-Exclusive Easements are subject to the conditions set forth below:

1) Governing Documents
   a. Grantee agrees that only those Facilities as described above will be within the Exclusive Easements and all Grantee's facilities outside of the Exclusive Easements will be governed by the existing franchise agreement between Grantor and Grantee, dated January 18, 2005 and the Clark County Code as amended from time to time ("Franchise Agreement"). As for the Facilities located in the Exclusive Easements, Grantee will be constructing, operating, adding to, and maintaining the Facilities as the holder of Exclusive Easements and not in its status as a franchise holder, and thus will not be responsible to the County for costs of relocation of Facilities within the Exclusive Easements due to a County project which is constructed, funded, and approved by the County, but will, nevertheless, follow all other requirements and have all plans for the Facilities approved as though such improvements were being done pursuant to a Franchise Agreement.
   b. The Non-Exclusive Easements do not constitute a prior right as identified in the Franchise Agreement. Any facilities of Grantee including but not limited to the
FLAMINGO UNDERGROUND CONVERSION PROJECT
AGREEMENT

Facilities, which are located in the Non-Exclusive Easements must be relocated, replaced, adjusted, repaired and modified at Nevada Power’s sole cost and expense.

c. Grantee and Grantor acknowledge that these Easements are granted pursuant to the Flamingo Underground Conversion Project Construction Agreement between Nevada Power Company and Clark County Nevada, which further describes the rights and obligations of Grantee and Grantor.

2) The Easements are for subsurface rights only and do not include any areas which are occupied by any existing improvements and/or facilities.

3) Grantee agrees not to impede, restrict, disrupt, damage and/or interfere with any improvements and/or facilities.

4) Grantee shall be responsible for maintaining and enforcing the Easements granted herein for purposes of ensuring the safe and reliable operation of its Facilities. Grantee is responsible for restricting any non-compatible use by others not a party to this agreement and within the area of the Easements.

5) Grantor's Rights

a. Grantee shall not impede, restrict, disrupt or interfere with the Grantor's use of, access to, and ingress and egress through said right of way, including, but not limited to, the use of said right of way by the public, except as permitted by Clark County Code.

b. Grantor retains all other rights in the Easements, including but not limited to the right to pave, maintain or otherwise improve and use the Easements for its own purposes and public purposes without permission from the Grantee so long as such use is consistent with the National Electrical Safety Code. Grantor further retains the right to issue permits to others in the right of way without consideration of the area of the Easements. Grantee agrees to be responsible for the cost of vertical adjustments of Grantee's manholes within the Easement areas.

c. Grantor retains fee interest in the area of the Easements and Grantee acknowledges that the public’s rights and interests therein, through Grantor's administration, take precedence over Grantee’s Easements should conflict arise with the permanent use of the Flamingo Road right of way as a street.

6) Grantee acknowledges that within the Easements (a) Grantor has granted franchisee and licensee rights to utility purveyors and others; (b) statutory rights exist which authorize the use of the area of the Easements; and (c) other property rights may exist which authorize the use of the area of the Easements. Grantee understands and agrees that the Easements do not convey any rights and interests in derogation of any of the existing rights and interests, including but not limited to rights others may have pursuant to franchise agreements with the Grantor, and statutory rights granted pursuant to law, including but not limited to local, state and federal laws, ordinances, codes, statutes and regulations, and/or property rights.

7) The Easements are being conveyed in perpetuity so long as they are being used for the purpose outlined herein and Grantee may not convey the Easements, except to its successors.
in interest and affiliates, without the written consent of the Grantor, which shall not be unreasonably withheld.

8) Grantee, its successors and assigns, shall indemnify, defend and hold harmless Grantor and its officers, agents, employees and volunteers, against and from any and all liability, fines, losses, damages, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney’s fees, and all court or arbitration or other alternative dispute resolution costs, whether false, fraudulent or groundless, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property whatsoever, when such injury, death, loss, destruction, claim or damage is due to or arising from or as a result of the construction, operation, addition to, maintenance, or removal of the Facilities installed in the Easements, or any work, action or inaction by Grantee, its officers, employees, agents and volunteers, representatives, contractors, or sub-contractors.

9) Grantee, its successors and assigns, further agrees to indemnify, defend and hold harmless Grantor and its officers, agents, employees and volunteers, against and from any all liability, fines, losses, damages, claims, demands, lawsuits, judgments, actions, litigation, costs and expenses of whatever nature, including court costs, expert witness fees and attorney’s fees, and all court or arbitration or other alternative dispute resolution costs, whether false, fraudulent or groundless, which arise out of or are in any way related to the granting of these Easements, including but not limited to any franchise, license or statutory rights claim that a contract is impaired or rights or property are taken or damaged as a result of the Easements granted herein and/or the actions of the Grantee in utilizing and/or administering said Easements.
[Alternate Exhibit "A" if the Grant of Easements document is signed before as-built drawings of the Facilities are completed.]

Exhibit "A"

Location acceptable to Grantor.
FLAMINGO UNDERGROUND CONVERSION PROJECT
AGREEMENT

[Alternate Exhibit "A" if the Grant of Easements document is signed after as-built drawings of the Facilities are completed.]

Exhibit "A"

The parcels referred to herein situate in the Southeast Quarter (SE ¼) of Section 17, and the South Half (S ½) of Section 16, Township 21 South, Range 61 East, M.D.M., Nevada, described as follows:

Exclusive Easements
All that area occupied by the Facilities described below.

DUCT BANK 1:

(Space for legal description)

Excepting therefrom all areas above (in cross section) a plane formed Two (2.00) feet below finished street grade.

DUCT BANK 2:

(Space for legal description)

Excepting therefrom all areas above (in cross section) a plane formed Two (2.00) feet below finished street grade.

RW# 0007-08
Proj# TL326TNFLU
Reference Document:
RW5 2007
[Alternate Exhibit "B" if the Grant of Easements document is signed before as-built drawings of the Facilities are completed.]

Exhibit "B"

Location acceptable to Grantor.
FLAMINGO UNDERGROUND CONVERSION PROJECT
AGREEMENT

[Alternate Exhibit "B" if the Grant of Easements document is signed after as-built drawings of the Facilities are completed.]

Exhibit "B"

The parcels referred to herein situate in the Southeast Quarter (SE ¼) of Section 17, and the South Half (S ½) of Section 16, Township 21 South, Range 61 East, M.D.M., Nevada, described as follows:

Non-Exclusive Easements
The area no greater than ten (10.00) feet in height and depth measured from the center point of each duct bank described below, and no greater than ten (10.00) feet on either side of the centerline of each duct bank described below, but excluding the areas occupied by the duct banks described below or any existing facilities. In locations where the duct bank is greater than twelve (12) feet below the surface, the non-exclusive easements shall also be five (5) feet either side of the centerline of the duct bank in the area between two (2) feet below the surface and ten (10) feet above the centerline of the duct bank.

DUCT BANK 1:

(Space for legal description)

Excepting therefrom all areas above (in cross section) a plane formed Two (2.00) feet below finished street grade.

DUCT BANK 2:

(Space for legal description)

Excepting therefrom all areas above (in cross section) a plane formed Two (2.00) feet below finished street grade.

RW# 0007-08
Proj# TL326TNFLU
Reference Document:
RW5 2007
Exhibit F – Aerial Photo

This photo is provided for reference purposes only.

- **Existing Overhead Power Line**: Approx. 4500 ft & 40 Steel Structures
- **High Voltage Lines**: To be buried south side of Flamingo Road.
- **Low Voltage Lines**: To be buried north side of Flamingo Road.
- **Overhead to underground transition structures** just east of I-15
- **Overhead to underground transition at NPC Substation on Koval**