



**PROPERTY OWNER FINAL MAP**

**ACKNOWLEDGEMENT**

\_\_\_\_\_ (“**Property Owner**”) has provided its final map, entitled \_\_\_\_\_ (“**Final Map**”) for Property Owner’s project (“**Development**”), to Nevada Power Company d/b/a (“**NV Energy**”).

A. Acceptance of Easements by NV Energy. Property Owner is requesting that NV Energy accept the easements dedicated to NV Energy on the Final Map so that Property Owner may proceed with its Development. NV Energy’s signature on the Final Map is specifically limited to NV Energy’s acceptance of the new easements from Property Owner. NV Energy reserves the right to address and require resolution of any existing or future conflicts between the Development and NV Energy above-ground and underground distribution, transmission, and communication facilities located within or adjacent to the Development (“**Facilities**”) and all conflicts between the Development and NV Energy’s easements or other property rights located within or adjacent to the Development (“**Property Rights**”).

B. Acknowledgement by Property Owner. Property Owner acknowledges and agrees as follows:

- (1) NV Energy’s signature on the Final Map is not an acceptance of or waiver of any conflict between the Development and the Facilities or between the Development and the Property Rights.
- (2) Property Owner is bound by NV Energy’s Tariff Schedules (the Tariff Schedules are published on NV Energy’s website, <http://www.nevadapower.com/company/rates/tariffs/index.cfm>).
- (3) Property Owner must follow NV Energy’s procedures for identifying and resolving conflicts between the Development and the Facilities and between the Development and the Property Rights (those procedures are published on NV Energy’s website, <http://www.nevadapower.com/business/newconstruction/plansubmittals.cfm>). NV Energy may approve such a conflict through a recordable Transmission Use Agreement signed by Property Owner and NV Energy and duly notarized.
- (4) If Property Owner, its agents, contractors, or subcontractors damage, have damaged, render unsafe, or have rendered unsafe the Facilities, Property Owner must (a) pay all costs to render the Facilities safe, to relocate the Facilities impacted, and to construct any new facilities needed and (b) provide or obtain easements in NV Energy’s name for the relocated Facilities and/or new facilities, at no cost to NV Energy and in a location and form satisfactory to NV Energy (including but not limited to the dimensions of the easement area and terms and conditions of the easement). If NV Energy determines, in its discretion, that Property Owner, its contractors, or subcontractors interfered with NV Energy’s Property Rights, Property Owner must (a) pay all Costs incurred by NV Energy that are associated with the interference and (b) either remove the interference and return the Property Rights area to a condition that is usable by NV Energy or provide or obtain replacement Property Rights in NV Energy’s name, at no cost to NV Energy and in a location and form satisfactory to NV Energy (including but not limited to the dimensions of the easement area and terms and conditions of the easement). NV Energy is not obligated to provide service to the Development until after Property Owner resolves all conflicts to NV Energy’s satisfaction.

**[Insert Property Owner’s Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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