

**APPLICANT MYLAR / IMPROVEMENT PLANS  
CERTIFICATION & ACKNOWLEDGEMENT**

\_\_\_\_\_ (“**Applicant**”) has provided its mylars/improvement plans, Sheets  
\_\_ - \_\_ dated \_\_\_\_\_ (revision no. \_\_) (“**Improvement Plans**”) for Applicant’s  
\_\_\_\_\_ project (“**Development**”), \_\_\_\_\_ APN,  
\_\_\_\_\_ Project ID (if any) to Nevada Power Company d/b/a NV Energy (“**NV  
Energy**”).

- A. Certification by Applicant. Applicant certifies that the Improvement Plans identify (1) all known NV Energy distribution and transmission facilities located within or adjacent to the Development (“**Facilities**”) that are above-ground and existing as of the date of this Certification, (2) all NV Energy property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights (“**Property Rights**”) that exist as of the date of this Certification, and (3) all conflicts between the above-ground Facilities and the Development on plan and profile drawings.
- B. Acknowledgement by NV Energy. Applicant is requesting that NV Energy provide its written acknowledgement on the Improvement Plans so that Applicant may proceed with its Development. NV Energy’s written acknowledgement on the Improvement Plans is specifically limited to the following:

- (1) NV Energy will provide the electric service required for Applicant’s Development, consistent with NV Energy’s Tariff Schedules and procedures and the Public Utility Commission of Nevada’s rules and regulations and subject to Applicant fulfilling its obligations to NV Energy; however, NV Energy cannot identify an in-service date for the Development at this time. Notwithstanding the foregoing, NV Energy is not obligated to provide service to the Development until after Applicant resolves all conflicts to NV Energy’s satisfaction.

NV Energy reserves the right to address and require resolution of any existing or future conflicts between the Development and the above-ground and underground Facilities and between the Development and the Property Rights.

- C. Acknowledgement by Applicant. Applicant acknowledges and agrees as follows:
- (1) NV Energy’s signature on the Improvement Plans is not an acceptance of or waiver of any conflict between the Development and above-ground and underground Facilities or between the Development and the Property Rights.
  - (2) Applicant must follow NV Energy’s procedures for obtaining electric service and 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) Applicant must follow NV Energy’s procedures for identifying and resolving conflicts between the Development and above-ground and underground Facilities and between the Development and the Property Rights (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 the property owner and NV Energy and duly notarized.
  - (4) If Applicant, its agents, contractors, or subcontractors damage or render unsafe the Facilities, Applicant 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 Applicant, its contractors, or subcontractors interfered with NV Energy’s Property Rights, Applicant must (a) pay all Costs incurred by



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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 Applicant resolves all conflicts to NV Energy's satisfaction.

- (5) If Applicant, its agents, contractors, or subcontractors make any material revisions to the Improvement Plans, Applicant will submit those revised Improvement Plans to NV Energy and, in conjunction with those revised Improvement Plans, execute and submit to NV Energy a new Applicant Mylar/Improvement Plans Certification & Acknowledgement.

**[Insert Applicant's Name]**

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

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

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

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