

EXHIBIT A

EXHIBIT A

WHEN RECORDED, PLEASE RETURN TO: MARK C. MOENCH, 295 CHIPETA WAY, SALT LAKE CITY,
UT 84108
(M.S. 10432)

EASEMENT AGREEMENT

STATE OF NEVADA)

COUNTY OF CLARK)

KNOW ALL MEN BY THESE PRESENTS, that HOWARD HUGHES PROPERTIES, a Delaware limited partnership, 3800 Howard Hughes Parkway, Suite 1700, Las Vegas, NV 89109 (hereinafter the "Grantor"), for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900 (hereinafter the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a single 36 inch diameter, interstate natural gas pipeline operating with a maximum allowable operating pressure of 1,200 p.s.i.g., with all necessary appurtenances including but not limited to valves, metering equipment, electrical cable, communications cable, cathodic equipment, and roads (said pipeline, electrical cable, communications cable, appurtenances, valves, metering equipment, cathodic equipment, and roads being hereinafter collectively called the "Facilities") over, under and through the land described more particularly on the ten as-built survey sheets attached hereto as Exhibits A through J, inclusive, and hereby incorporated by reference, through and over said land on a right-of-way 50 feet in width, situated in Clark County, State of Nevada.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 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528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 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rights and privileges herein mutually granted shall be fully canceled and terminated.

Grantee shall compensate the Grantor for all damages to Grantor's landscaping and other real or personal property improvements, including without limitation utilities, storm drainage structures and irrigation facilities, caused by construction, maintenance, repair, replacement or removal of the Facilities. Subject to Grantee's obligations to compensate Grantor for damages to Grantor's landscaping, Grantee shall have the right to remove and keep clear all trees, brush and other obstructions that may in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and/or use of said Facilities. Grantee shall have no obligation to pay any damages for removing any trees planted within five feet on either side of the pipeline.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its Facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee understands that the uses planned by the Grantor include but are not limited to paved streets with underground utilities, landscaping, lined and unlined flood control channels, and golf course fairways greens, tees and landscaping. Assuming that Grantor's uses are consistent with those stated herein, Grantee shall not unreasonably delay Grantor's work or unreasonably

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withhold consent after the Grantee's manager of engineering is provided a copy of Grantor's final construction plans for said uses. In cases of concurrent use of the easement property, the Grantor and the Grantee shall reasonably coordinate their respective construction efforts.

Grantor and Grantee hereby agree that the "Encroachment Specifications" attached hereto as Exhibit K shall be binding on Grantor and Grantee, and their respective successors and assigns, and shall apply to any encroaching activity by Grantor (and any encroaching activity by any persons allowed on to the easement property by Grantor), with respect to the Facilities.

Grantor represents and warrants that it is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

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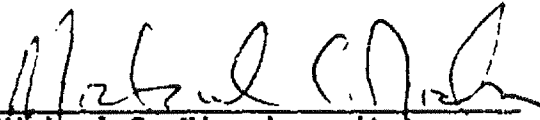
WITNESS THE EXECUTION HERE OF THE 10th DAY OF DECEMBER,
1993.

GRANTOR:

Howard Hughes Properties, Limited
Partnership, a Delaware Limited
Partnership

By: Summa Corporation, a Delaware
corporation, its sole general
partner

By:



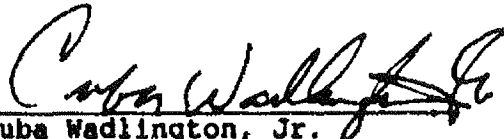
Michael C. Niarchos, its
Senior Vice President

GRANTEE:

Kern River Gas Transmission Company, a
Texas general partnership

By: Williams Western Pipeline
Company, a Delaware
corporation, one of its general
partners

By:



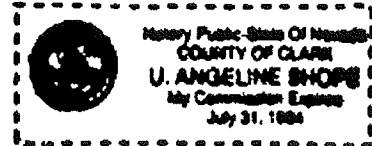
Cuba Wadlington, Jr.
Senior Vice President and
General Manager

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STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 10th day of December, 1993, before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, duly commissioned and sworn, personally appeared Michael C. Niarchos, known/proved to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

U. Angelina Shupe
Notary Public



STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

On this 7th day of December, 1993, before me, the undersigned, a Notary Public in and for the County of Salt Lake, State of Utah, duly commissioned and sworn, personally appeared Cuba Wadlington, Jr. known/proved to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Trisha Mitchell
Notary Public





SUMMITTM ENGINEERING CORPORATION
CONSULTING ENGINEERS AND ARCHITECTS
1114 A ST. N. W. • SUITE 200 • WASHINGTON, D.C. 20004
(202) 638-1100 • Telex 154241 • Cable 154241

DESIGNED BY: _____
DRAWN BY: L. S. B. _____
CHECKED BY: _____
DATE: APR 24 1968

ILLINOIS RIVER GAS TRANSMISSION COMPANY
 48-BUILT 36" GAS LINE
 PLAN AND PROFILE
 STA. 470+67.28 TO 513+14.33

SHEET	SCALE	REV	DATE	DESCRIPTION	BY	APP'D
2	AS SHOWN 1" = 200'					
11						

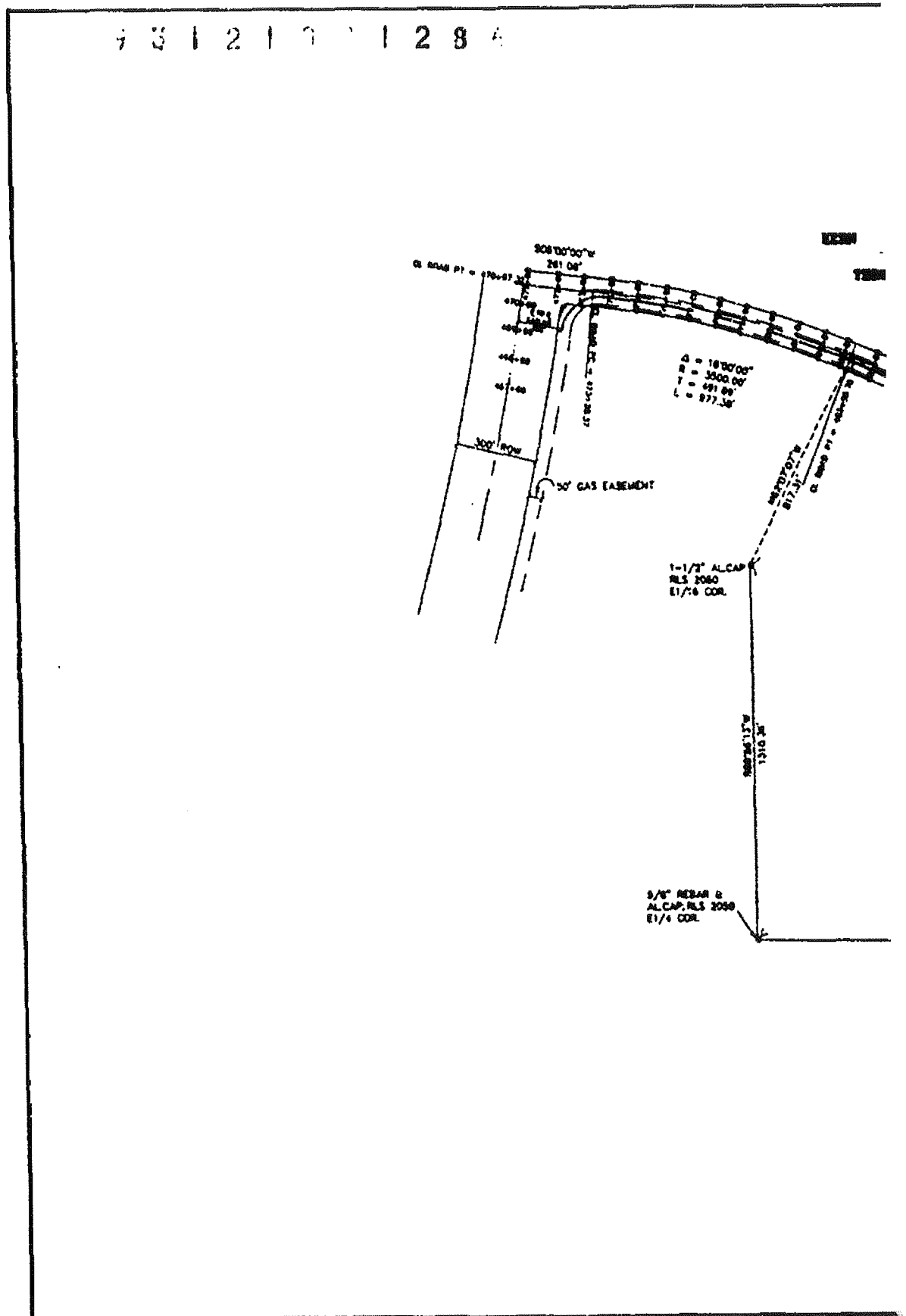



EXHIBIT A TO THE EASEMENT AGREEMENT (PAGE 2 OF 2)

REDA W/ALCAP
CDA SEC. 24
ASAC/NOA

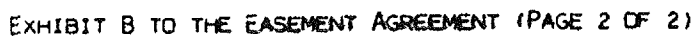
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= 200'

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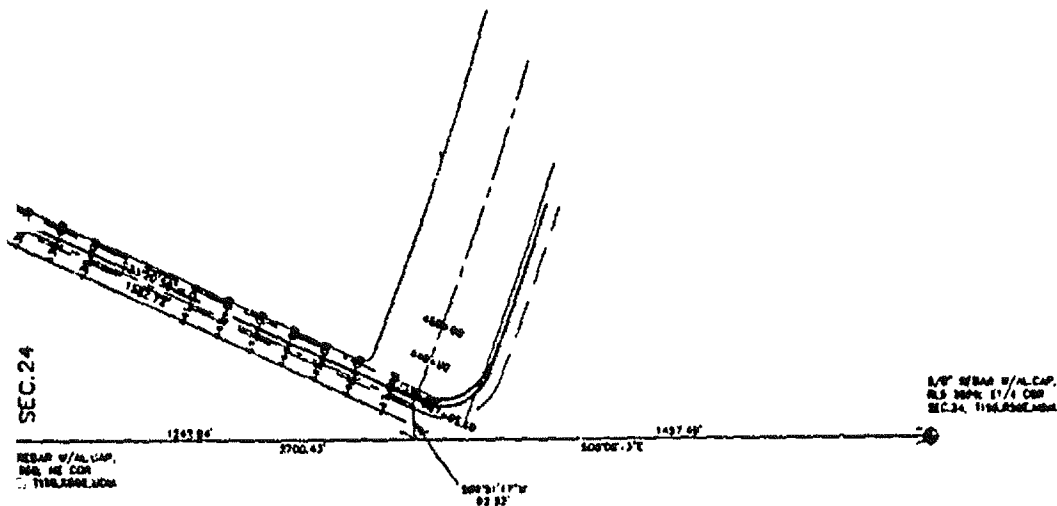
SHEET	SCALE	REV.	DATE	DESCRIPTION	BY	APP'D	KERN RIVER GAS TRANSMISSION COMPANY AS-BUILT 36" GAS LINE PLAN AND PROFILE	DESIGNED BY: _____ DRAWN BY: A. HNS CHECKED BY: _____ DATE: _____	 SUMMIT ENGINEERING CORPORATION <small>CONSULTING ENGINEERING AND SURVEYING</small> <small>1111 N. 10TH ST. SUITE 200, TULSA, OK 74103</small> <small>TEL: 918.596.1234 FAX: 918.596.1235</small>
	1" = 200' 1/4" = 50' 1/8" = 25'								
3									
11									

(PAGE 1 OF 2)

EXHIBIT "B"
TO EASEMENT AGREEMENT



3/4" REBAR W/ALCAP,
R/S 3000, 11/1 CON.
SEC. 24, 1116, 2200, 1004.



SEC. 24

REBAR W/ALCAP,
R/S 3000, 11/1 CON.
SEC. 24, 1116, 2200, 1004.

3/4" REBAR W/ALCAP,
R/S 3000, 11/1 CON.
SEC. 24, 1116, 2200, 1004.

		DESIGNED BY: _____	
		DRAWN BY: _____	
		CHECKED BY: _____	
		DATE: _____	
KERN L-YER GAS TRANSMISSION COMPANY AS-BUILT 36" GAS LINE PLAN AND PROFILE			
SCALE	REV.	DATE	DESCRIPTION
1"=200'			
1"=210'			
1"=220'			
1"=230'			
1"=240'			
1"=250'			
1"=260'			
1"=270'			
1"=280'			
1"=290'			
1"=300'			
1"=310'			
1"=320'			
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1"=990'			
1"=1000'			

(PAGE 1 OF 2)

EXHIBIT "C"
TO EASEMENT AGREEMENT

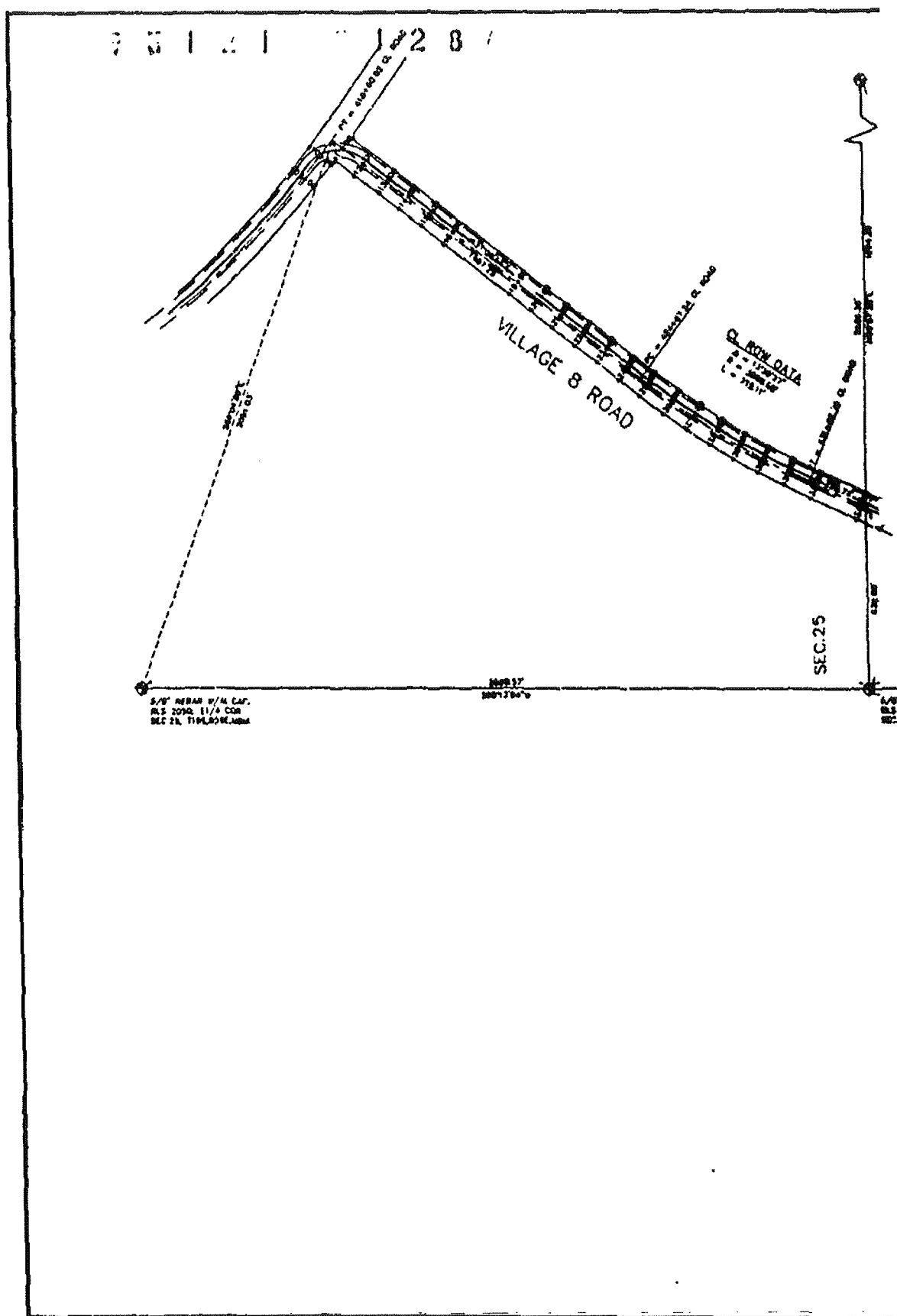
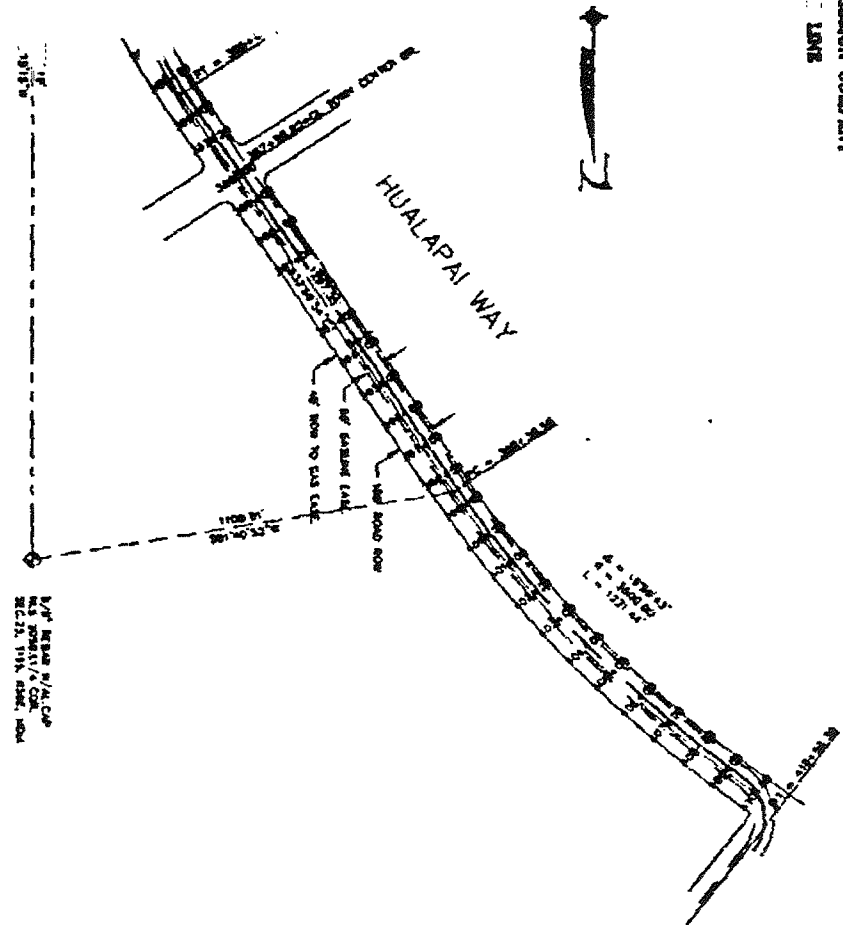


EXHIBIT C TO THE EASEMENT AGREEMENT (PAGE 2 OF 2)

ASBRIUM COMPANY
LINE



10121286

SHEET	SCALE	REV. DATE	DESCRIPTION	BY	APP'D	KERN RIVER GAS TRANSMISSION COMPANY AS-BUILT 36" GAS LINE PLAN AND PROFILE	DESIGNED BY:	SUMMIT TM ENGINEERING CORPORATION CONSULTING ENGINEERING AND SURVEYING 1111 N. GARDEN ST., SUITE 100, GARDEN CITY, CA 94545 (916) 255-1000
	8	1"=200'					DRAWN BY: S. SEE	
11	1"=100'					CHECKED BY:	DATE: 05/01/00	

(PAGE 1 OF 2)
EXHIBIT "D"
TO EASEMENT AGREEMENT

9 3 1 2 1 1 2 8

NEED NEVER CAN TRAIN
AS-BUILT 80'

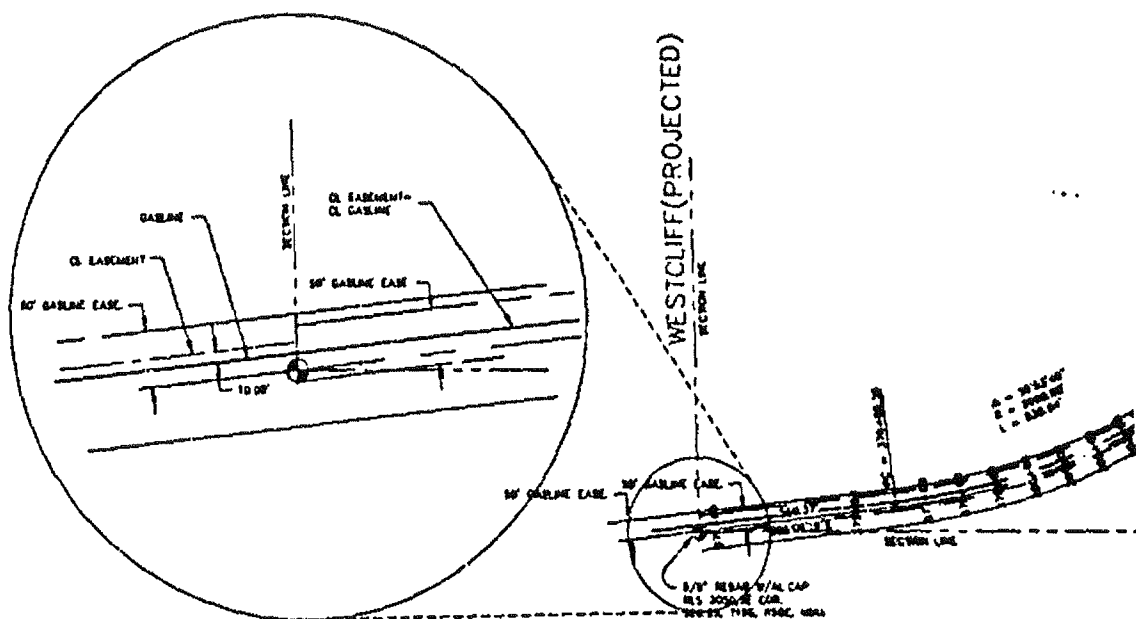
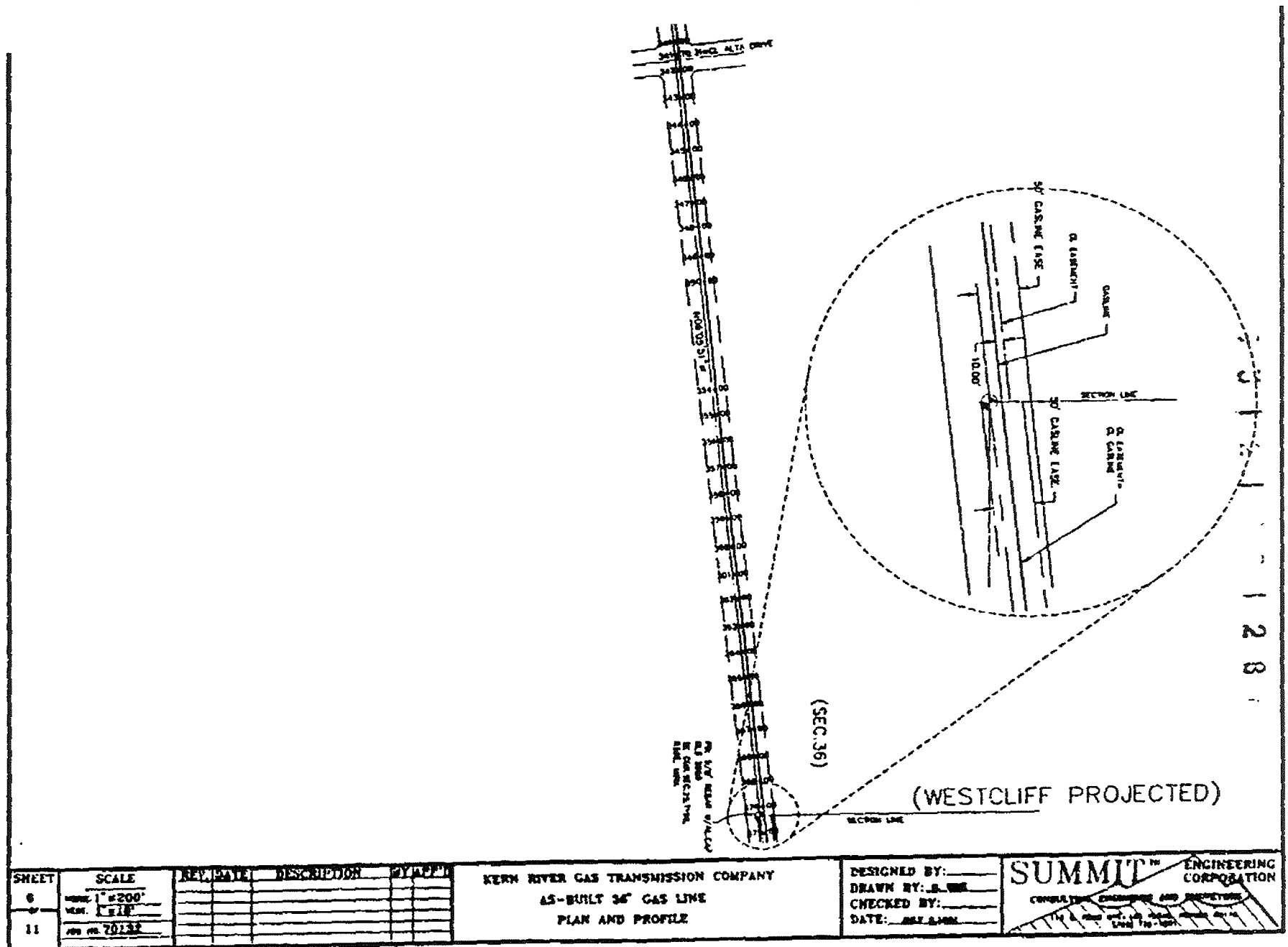


EXHIBIT D TO THE EASEMENT AGREEMENT (PAGE 2 OF 2)



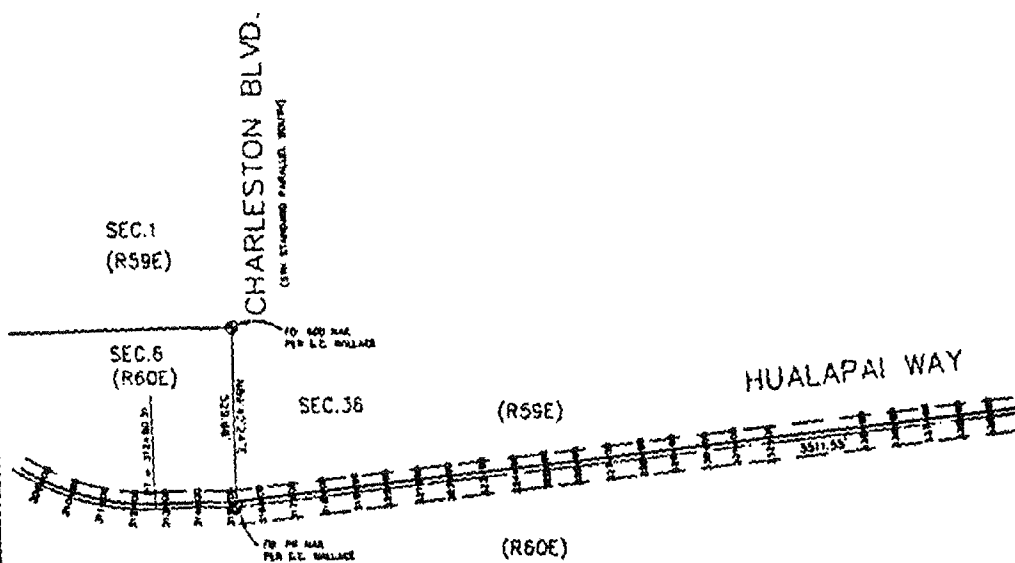
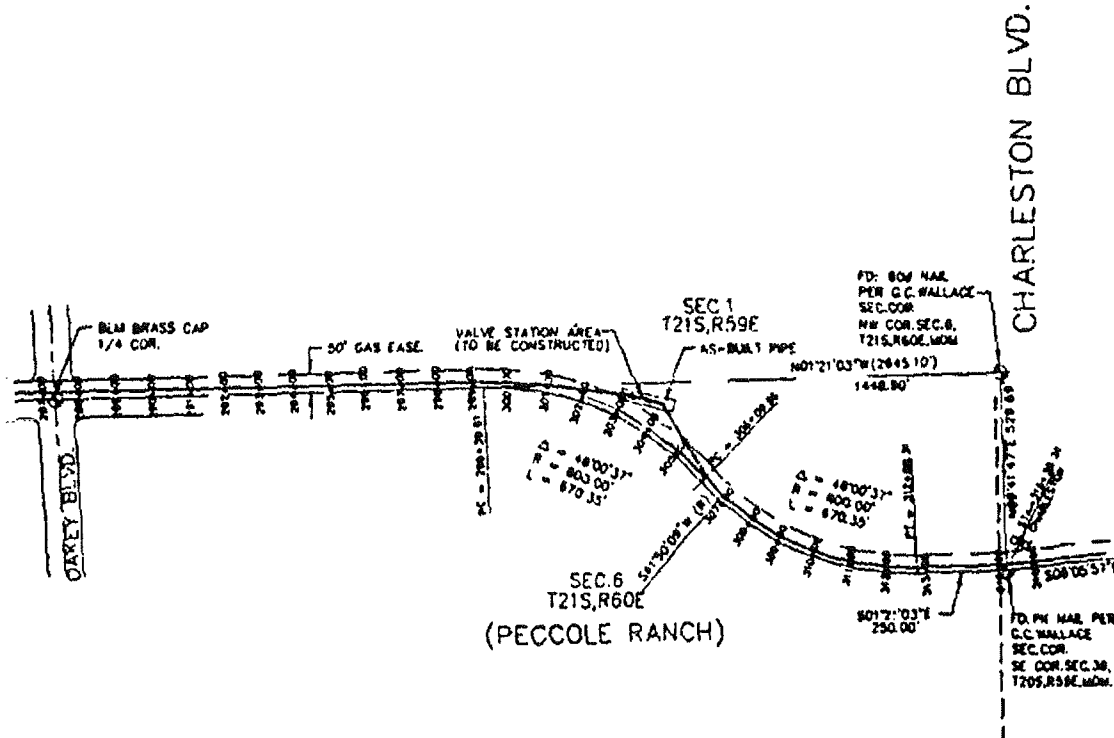


EXHIBIT E OF THE EASEMENT AGREEMENT (PAGE 2 OF 2)

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CHARLESTON BLVD.



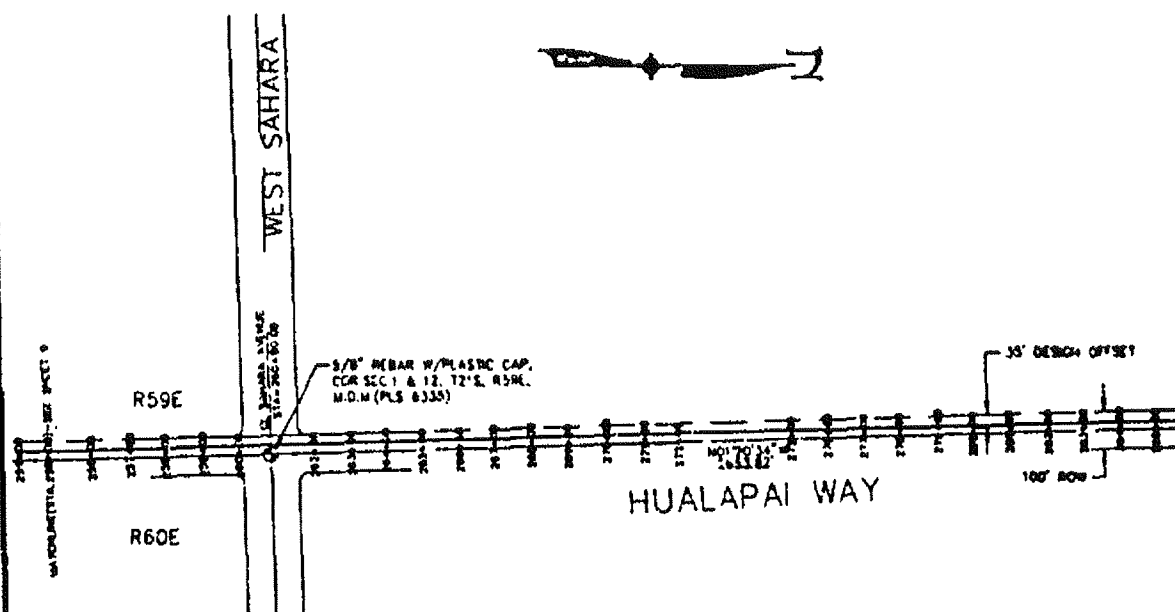
DESIGNED BY: _____
 DRAWN BY: J. M. _____
 CHECKED BY: _____
 DATE: JUL 14, 2008

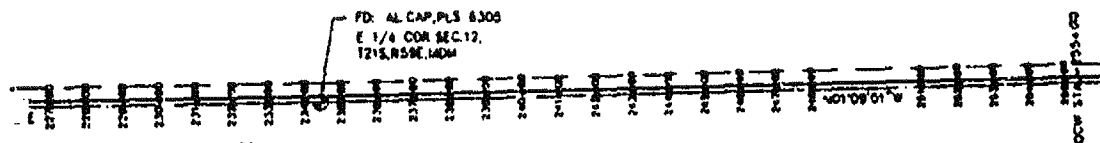
KERN RIVER GAS TRANSMISSION COMPANY
 AS-BUILT 36" GAS LINE
 PLAN AND PROFILE

SHEET	SCALE	DATE	DESCRIPTION	DATE
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11	1"=200'	7/11/08	PLAN AND PROFILE	

(PAGE 1 OF 2)

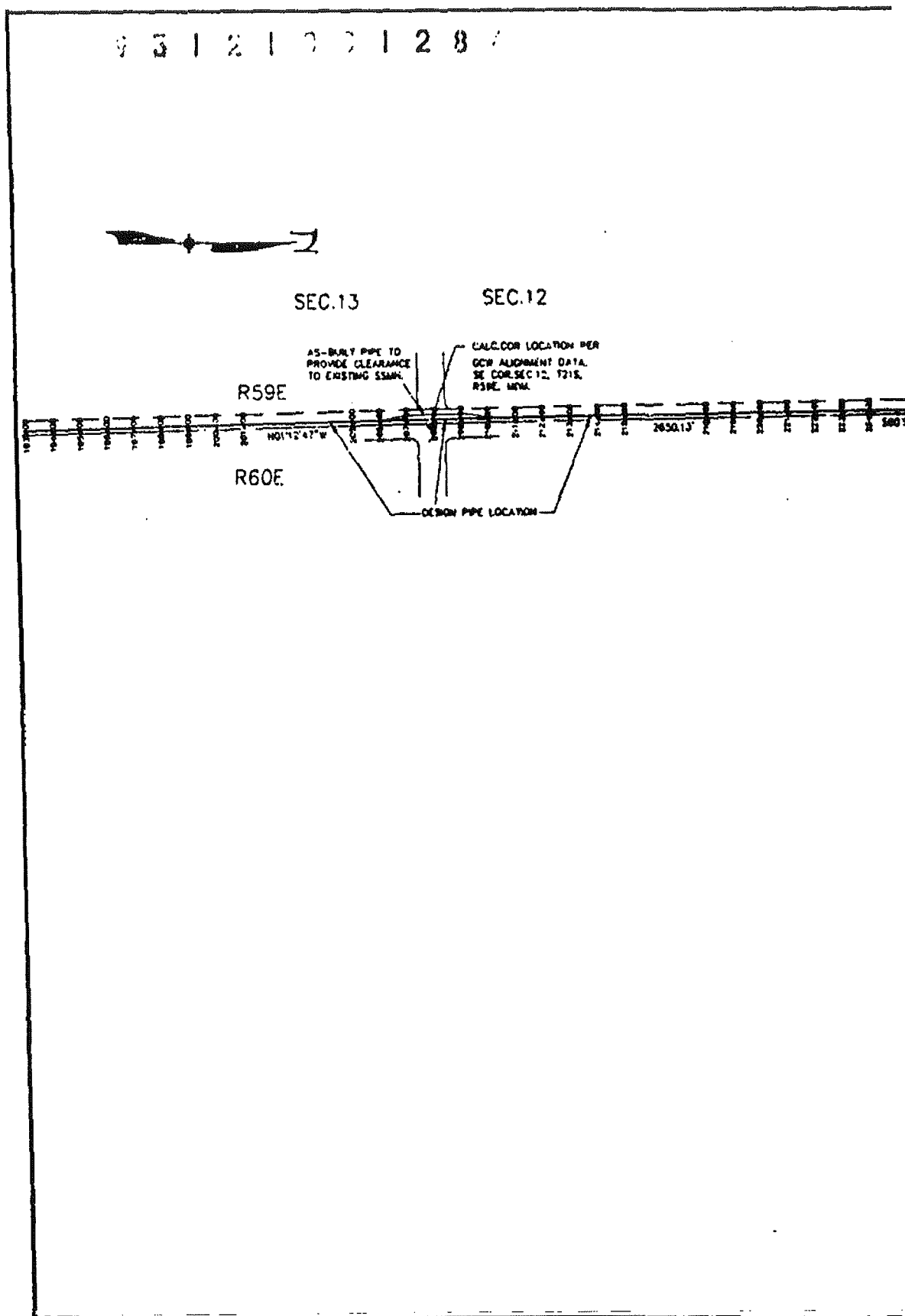
EXHIBIT "F"
 TO EASEMENT AGREEMENT

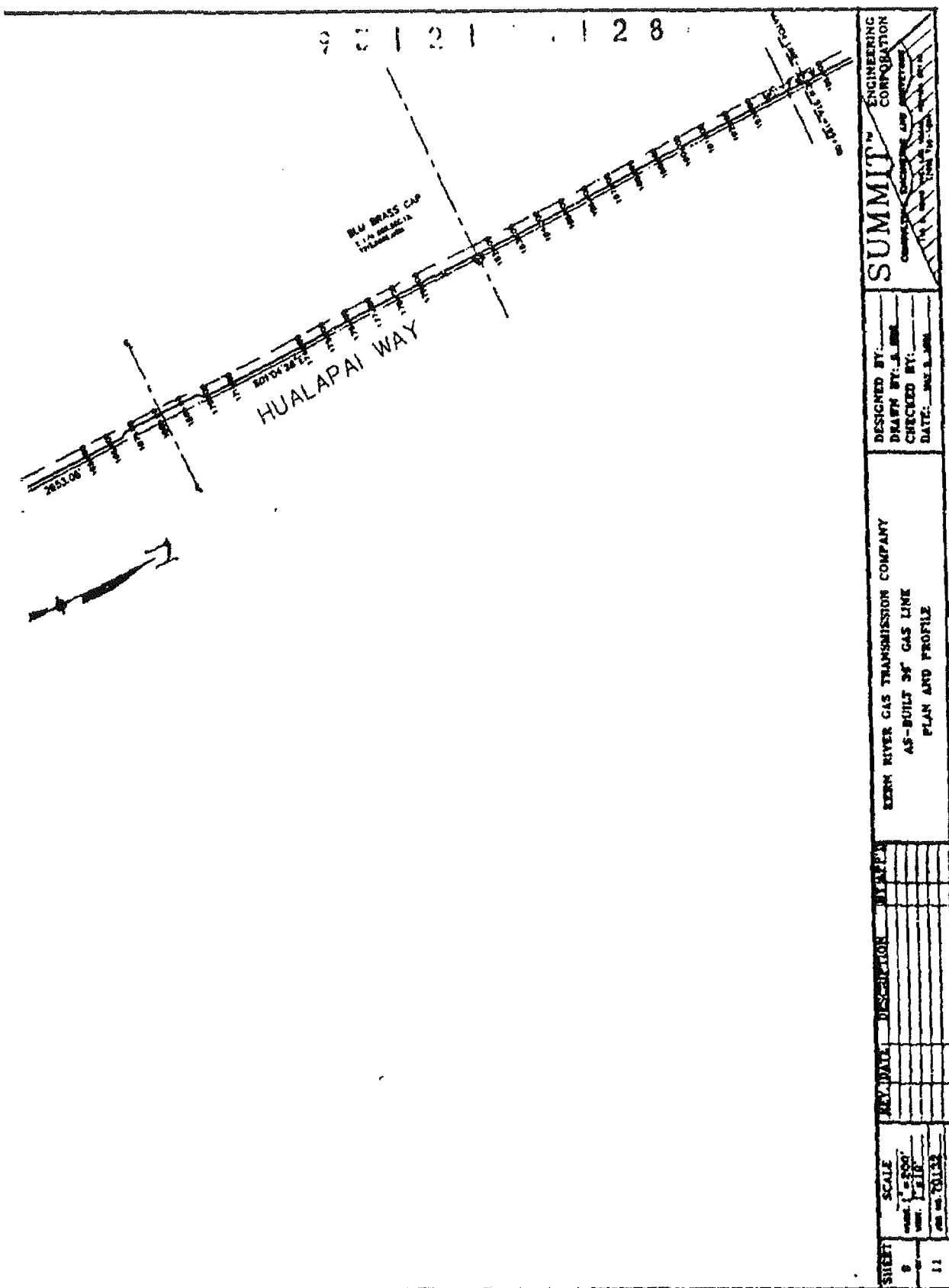




SHEET	SCALE	REV.	DATE	DESCRIPTION	TYPED	KERN ENGINEERING CORPORATION AS-BUILT 36" GAS LINE PLAN AND PROFILE	DESIGNED BY: _____ DRAWN BY: J. L. JONES CHECKED BY: _____ DATE: JUL 11, 1961	
	1" = 20' 0" 1" = 10' 0" 1" = 5' 0"							
6								
11								

(PAGE 1 OF 2)
EXHIBIT "G"
TO EASEMENT AGREEMENT





(PAGE 1 OF 2)

EXHIBIT "H"
TO EASEMENT AGREEMENT

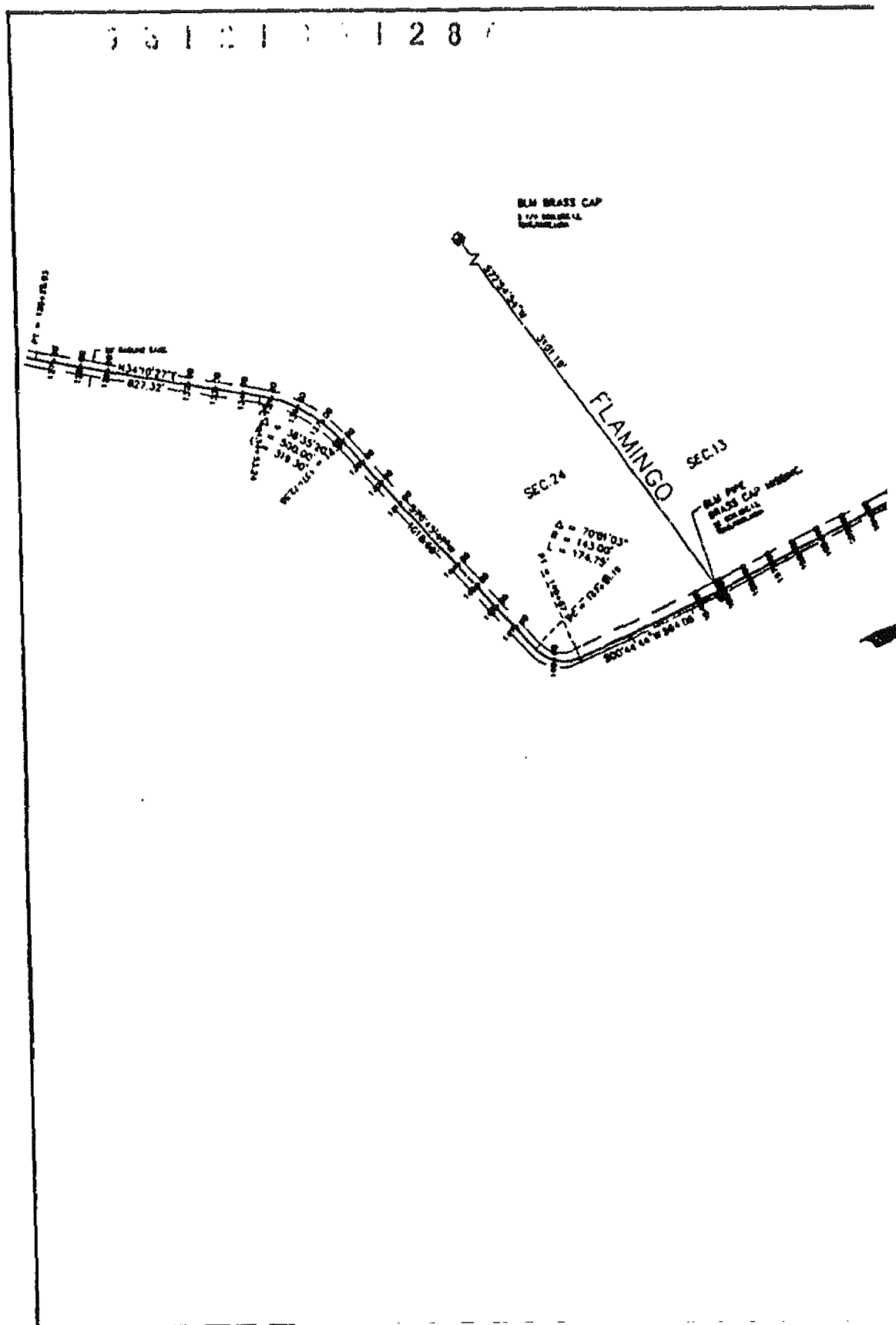
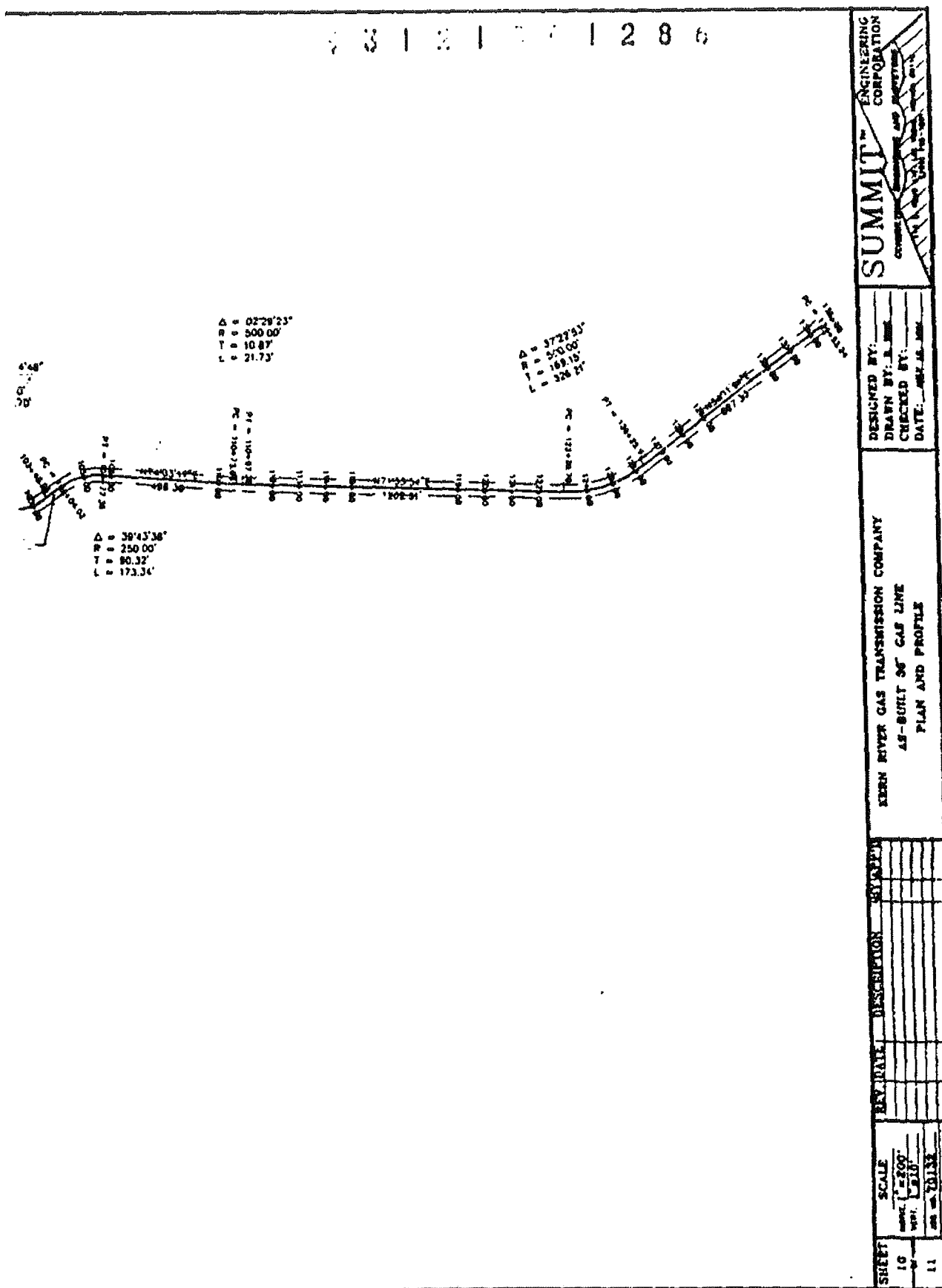
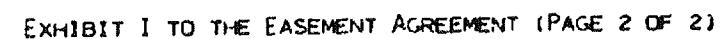
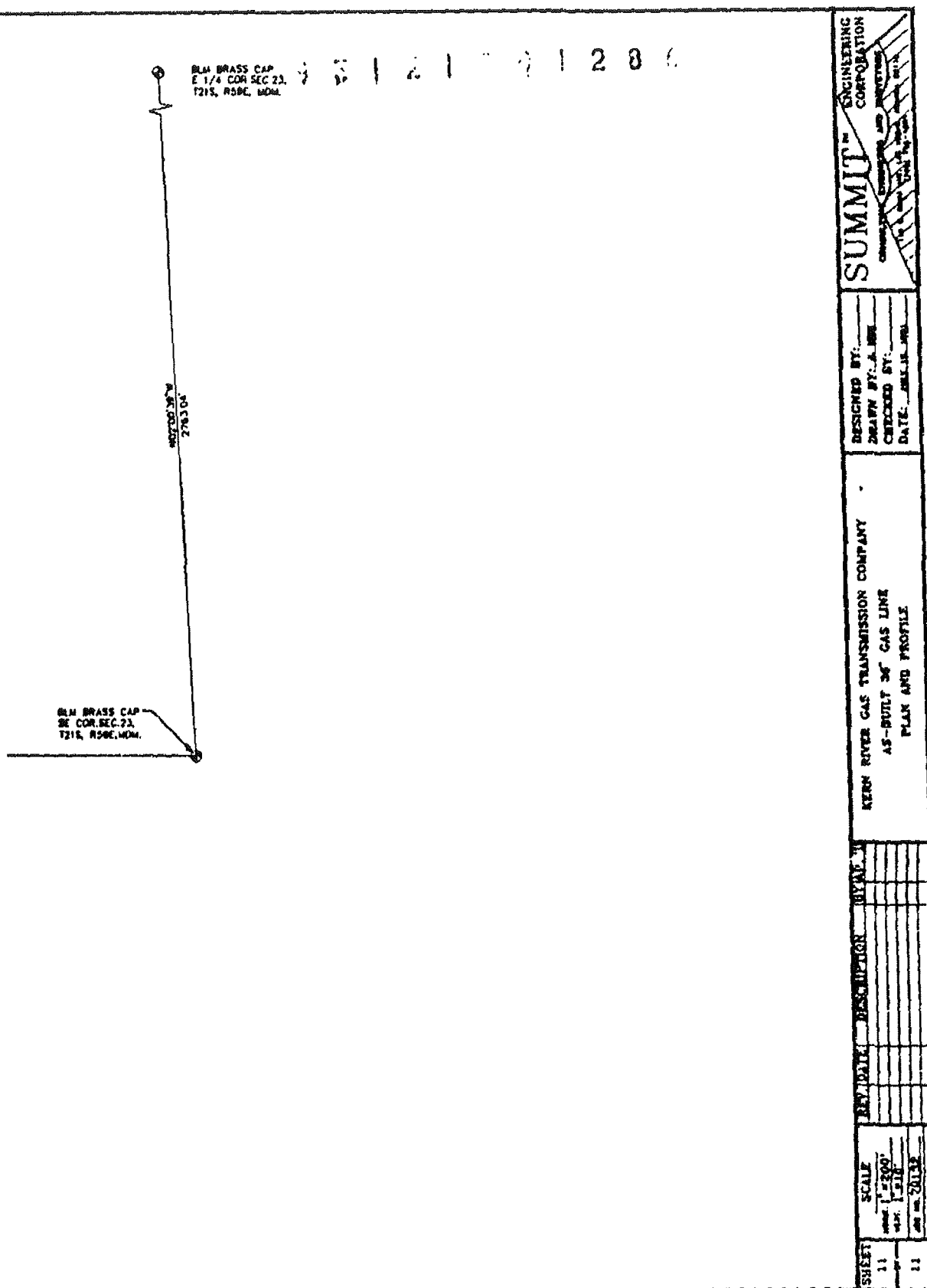


EXHIBIT H TO THE EASEMENT AGREEMENT (PAGE 2 OF 2)

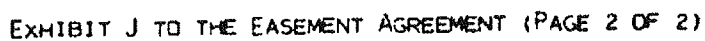






(PAGE 1 OF 2)

EXHIBIT "J"
TO EASEMENT AGREEMENT



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EXHIBIT K TO EASEMENT AGREEMENT

ENCROACHMENT SPECIFICATIONS

HOWARD HUGHES PROPERTIES, a Delaware limited partnership, 3800 Howard Hughes Parkway, Suite 1700, Las Vegas, NV 89109 (hereinafter the "Grantor") and KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900 (hereinafter the "Grantee"), agree for themselves, and their respective successors and assigns, that the following Encroachment Specifications shall apply to the easement described more particularly in the Easement Agreement:

1. GENERAL REQUIREMENT FOR RIGHT OF WAY ENCROACHMENTS

A) A minimum of 2 business days notice shall be given to Grantee prior to beginning excavation. This may be accomplished by contacting a "One Call" contacting system or by contacting Grantee directly. Grantee will provide full-time inspection at the time established by the notice. Kern River will respond within 2 business days. All inspection costs for Grantee, including holiday and overtime pay, will be paid by Grantee. Grantee acknowledges that Grantor may require overtime and holiday working hours from time to time. Grantee agrees to provide inspection services as necessary to meet Grantor's construction schedules. To the extent Grantor elects to schedule work in successive 12 hour shifts, Grantor shall give Grantee at least 7 days advance notice and Grantor will reasonably coordinate schedules with Grantee.

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- B) An authorized Grantee representative must be on site during any work performed on or across the right-of-way, and will remain as long as power equipment is utilized.
- C) The term "Plans" as defined in these "Encroachment Specifications" shall mean those certain oversize drawings entitled "Kern River Gas Main Transmission Design Criteria for Hualapai Alignment Through the Development of Howard Hughes Properties, Inc.--Proposed Future Street Design and Utilities Locations," sheets 1 to and including 19, as prepared by G.C. Wallace Engineers, and bearing a final re-issue date to Grantor and Grantee of March 11, 1991 (hereinafter the "Plans"). The Plans are hereby incorporated by reference. A true and correct copy of the Plans were filed as "Oversize Exhibit D to Stipulation and Motion for Immediate Occupancy," which Oversize Exhibit D was filed by Grantor and Grantee on or about March 12, 1991 in the U.S. District Court for the District of Nevada in Civil No. CV-S-90-938-PMP-LRL. Any change in the amount of existing material over the right-of-way which is not in conformance with the proposed elevations shown on the Plans, must be approved in advance by Grantee. Any grading activities which conform generally to the Plans shall be deemed to be pre-approved by Grantee subject to the Encroachment Specifications. In any instance, cover shall be no less than that required by the U.S. Department of Transportation.

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2. STREETS, ROADS AND DRIVEWAYS

- A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 3.5 feet of cover over the pipeline.
- B) Driveways, unless they meet the standards of Section 2.D hereof, shall not run lengthwise within the right-of-way and must cross on an angle, which when measured between the proposed drive and the right-of-way is not less than 45 degrees.
- C) An opportunity for Grantee to make a pipe inspection must be given prior to the start of any construction. Kern River will have 2 business days to inspect its pipeline if necessary after receipt of notice.
- D) Public roadways shall have a minimum of 5.5 feet of cover over the pipeline in the crown of the road and 4.0 feet of cover in the borrow ditches.

3. EXCAVATION

- A) No machine excavation shall be initiated until the buried pipeline or facility has been located and staked by a Grantee representative. Kern River will have 2 business days to locate and stake its pipeline after receipt of notice.
- B) Machine excavation closer than 5 feet of the staked location shall not be permitted until the pipeline or facility is physically located by hand excavation.

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- C) After physical location of the pipeline facility by hand, machine excavation closer than 2 feet shall not be permitted. Final excavation shall be by hand.
- D) All excavating activities shall be continuously monitored by a Grantee representative and excavation by contractor personnel and equipment shall not be permitted in the absence of a Grantee representative. Grantee agrees at its expense to have its authorized representative present at all requested times to prevent delays in construction.

4. FENCES

- A) Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post either side of the pipe shall be set in hand dug holes. Block walls or block wall pilasters which cross the pipeline with footing excavations less than 24" in depth are not considered fence posts and will not require special placement or hand excavation. Walls, if any, that run parallel to the pipeline must be at least 10 feet from the center of the pipeline.
- B) To perform normal maintenance of the Pipeline, access through or around fences crossing the right-of-way must be provided by Grantor to Grantee.
- C) All future inspecting of the Grantee Pipeline which requires encroachment onto the golf course or greenbelt areas of Summerlin must be coordinated with Grantor 48 hours prior to the requested inspection. Inspection requiring mechanized equipment shall whenever possible be scheduled during non-playing time on any present or

future golf course. Vehicle access on the golf course will be permitted on a case-by-case basis, and may be postponed by Grantor due to irrigation schedules, seeding or overseeding of the course. During potential emergency situations, Grantee shall have immediate access to the golf course. However, Grantee shall notify Grantor of all vehicle activity on the golf course. Whenever possible, vehicles shall be limited to operation on the cart path. Grantee will be responsible for the cost of repairing any damage to the golf course by their operation.

- D) Grantee will exercise its best efforts to conduct its inspections, repairs, or excavation within future public street right-of-ways within Summerlin in compliance with the right-of-way encroachment requirements of the City of Las Vegas or, if not inside the City limits, the encroachments requirements of Clark County. Provided, Grantee will not abide by any state or local requirements which have been preempted by applicable federal law. This requirement is deemed to be in effect at all times after street improvements are commenced by Grantor regardless if these improvements are, or are not, accepted by the City of Las Vegas or Clark County.

5. GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing Grantee's right-of-way shall be installed at Grantor's expense adhering to the requirements of these Encroachment Specifications.

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- B) Unless Grantee shall otherwise consent, all buried lines crossing the right-of-way must cross on an angle that when measured between the proposed buried line and the right-of-way is not less than 45 degrees. This angle must be maintained across the entire width of the right-of-way, except in the case of parallel utility crossings.
 - C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when Grantee's pipeline is located at a depth greater than 4 feet, approval to cross over the line shall not be unreasonably withheld by Grantee. Grantee hereby approves the location of the utilities shown as passing over the pipeline on the Plans subject to these Encroachment Specifications.
 - D) All buried lines crossing the pipeline shall maintain a minimum separation of 12 inches between the two lines.
 - E) Other utilities which are constructed parallel to the pipeline shall maintain a minimum horizontal separation of five feet from the pipeline.
 - F) Where a utility or other line crosses the right-of-way above the pipeline, six inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire right-of-way, as a protective measure.
6. COMMUNICATION LINES (TELEPHONE, TV, OTHER DATA LINES)
- A) Shall be encased in a rigid nonmetallic conduit across the full width of the right-of-way, excepting low voltage irrigation control wires within Summerlin.

5 5 | 1 | 1 | 2 8 6

7. POWER LINES

- A) Shall have minimum clearances between lines of 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,201 to 40,000 volts; and 42 inches for 40,000 volts above.
- B) Shall be encased in rigid nonmetallic conduit.
- C) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing line in red die concrete across the full width of the right-of-way.

8. SEWER AND WATER LINES

- A) Grantee recognizes that the Las Vegas Valley Water District prefers to utilize mortar lined and coated steel pipelines for its mainline water service. Grantee shall coordinate with the Las Vegas Valley Water District to ensure, to the extent practicable, that the placement of water lines in proximity to its natural gas pipeline do not unreasonably interfere with the operational needs, including cathodic protection requirements, of each party's facilities.
- B) Sewer line crossings are limited to tight lines only.
- C) Septic tanks and drain fields are not permitted within the right-of-way.

9. METALLIC PIPE CROSSINGS

- A) All 4 inch and larger metallic pipes crossing Grantee's pipeline or any metallic pipe transporting potential hazardous material (Petroleum, natural gas, etc.) shall have two corrosion test leads installed on Grantee's

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pipeline and two on the crossing pipe at the point of intersection.

- B) Grantee personnel must install the leads on Grantee's pipeline and, if requested, will also install the leads on the crossing pipe.
- C) Metallic pipe crossings shall have an electrical insulation coating for the full width of the right-of-way, except that this requirement shall not apply to metallic pipe encasement less than 100 feet in length.

10. **BLASTING SPECIFICATIONS**

A) **GENERAL**

This blasting specification applies for all blasting activity within 100' of permanent right-of-way boundaries or as required by Figure 5-1 (i.e., the document attached hereto entitled "Loading Limit Chart", which document is hereby incorporated by reference), whichever is more restrictive.

A.1 Blasting for grade or ditch excavation shall be utilized only after all other reasonable means of excavation have been used and are unsuccessful in achieving the required results.

A.2 All blasting shall be done with Grantee's authorized representative present and with his approval on each blast.

B) **PERMITS AND SAFETY REGULATIONS**

The encroaching party shall acquire and comply with all permits required for use of explosives and shall enforce

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

all safety rules in their use. Such permits shall include transportation and storage of explosives.

C) BLASTING PLAN AND OPERATIONS

C.1 The encroaching party shall furnish a detailed Blasting Plan to Grantee a minimum of 15 days prior to the anticipated start of blasting activities and shall obtain Grantee's approval in writing prior to loading any explosive charges. The Blasting Plan shall include the following information:

- (1) Explosive type
- (2) Delay types and intervals
- (3) Initiation methods
- (4) Delay pattern
- (5) Maximum shot hole depth and diameter
- (6) Maximum charge per hole
- (7) Maximum charge per delay
- (8) Distance to nearest above ground structure
- (9) Distance to nearest below ground structure including buried pipelines

C.2 Any proposed blast which has a maximum load per delay above the load limit line as shown on the Loading Limit Chart, Figure 5.1, for the minimum distance separating the charge and any adjacent structure, shall be monitored by the encroaching party to ensure that the peak particle velocity shall not exceed the specified maximum velocities. Maximum velocities are: 5 inches per second

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measured adjacent to an underground pipeline and, for any aboveground structure, the peak velocity recommended in the Blaster's Handbook by Dupont, 175th Anniversary edition.

C.3 Approval of the Blasting Plan by Grantee is for pipeline safety purposes only. The encroaching party shall be responsible for the accuracy or adequacy of the plan for obtaining adequate rock breakage.

C.4 Control shall be exercised by the encroaching party to prevent damage to underground structures, such as cables, conduits and pipeline, or to springs, water wells and other water courses.

D) DAMAGE CLAIMS

All damage claims resulting from blasting shall be the responsibility of the encroaching party.

E) SAFETY

E.1 No explosive magazines shall be stored on the right-of-way. Smoking, firearms, matches, open-flame lamps and other fires, flame or heat-producing devices, and sparks shall be prohibited in or near explosives magazines or while explosives are being handled, transported or used.

E.2 The encroaching party shall use every reasonable precaution including, but not limited to, visual and audible warning signals, flags, or barricades to ensure personnel safety.

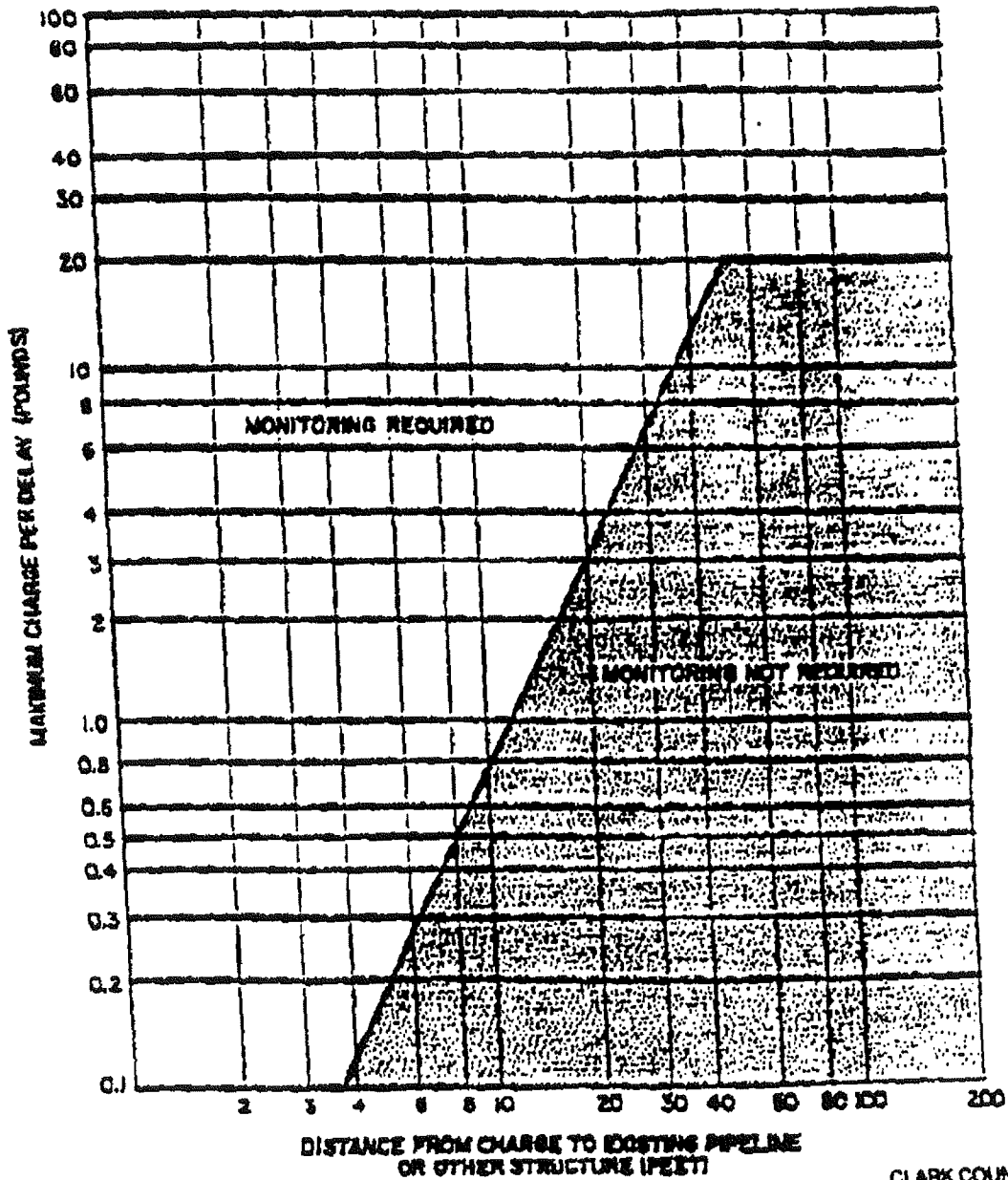
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- E.3 Warning signs, indicating a blast area, shall be maintained at all approaches to the blast area. The warning sign lettering shall not be less than 4 inches in height on a contrasting background.
- E.4 No loaded holes shall be left unattended or unprotected. No explosives or blasting agents shall be abandoned.
- E.5 Flagmen shall be safety stationed on all roadways which pass through the danger zone so as to stop traffic during blasting operations.

DEC 09 '93 11:38 KEON, RIVER 801 5846768
 DEC 09 '93 11:38 KEON, RIVER 801 5846768

P:18

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LOADING LIMIT CHART

FIGURE 5.1

-CA-

CLARK COUNTY, NEVADA
 JOAN L. SWIFT, RECORDER
 RECORDED AT REQUEST OF:

M HOENCH

12-10-93 12:48 JMC
 OFFICIAL RECORDS

BOOK: 931210 INST: 81286

FEE: 44.00 RPTT:

38

.00

801 584 6768

12-09-93 09:29AM P010 838

R-96%