

REVOCABLE ENCROACHMENT PERMIT AGREEMENT

This REVOCABLE ENCROACHMENT PERMIT AGREEMENT ("Agreement") is entered into this 18 day of September, 2023, ("Effective Date") by and between the City of North Las Vegas, Nevada, a political subdivision of the State of Nevada ("City"), and I-15 Owner, LP, a Delaware limited partnership authorized to do business in the State of Nevada ("Permittee").

WITNESSETH:

WHEREAS, the City owns certain rights-of-way and roadways within its corporate limits;

WHEREAS, the Permittee desires to construct, maintain and operate a sanitary sewer force main (the "Facilities") that will be partially within the City's rights-of-way (hereinafter the "Property") located in the City limits and further described in **Exhibit A**, attached hereto, to provide sanitary sewer services to Permittee's own facility located on Permittee's land ("Permittee's Property"), as further described in **Exhibit B**, attached hereto;

WHEREAS, under this Agreement, the City grants a revocable non-exclusive permit to construct, maintain, and operate facilities in certain specified streets within the Property according to the terms, conditions, and requirements described herein; and

WHEREAS, the Permittee hereby attests that the information submitted in Permittee's application to the City to obtain this Agreement is true and correct.

NOW, THEREFORE, in consideration of the premises and of the performance by Permittee of the requirements hereinafter set forth, and subject to the following terms and conditions, the City hereby grants to the Permittee the Revocable Encroachment Permit subject to the requirements of this Agreement.

TERMS AND CONDITIONS:

1. Grant of Permit.

1.1 Subject to the terms and conditions of this Agreement, the City hereby grants to Permittee, its agents and contractors, a nonexclusive, revocable right (the "Permit") to utilize the portions of the Property, covering approximately 22,585 square feet of road right-of-way, in accordance with plans pre-approved by the City and in a form acceptable to the City, for the purpose of constructing and installing the Facilities within the Property. Such Permit is contingent upon Permittee securing permits from the Union Pacific Railroad (UPRR) and other affected property owners to utilize UPRR and other property owners' property and/or rights of way not in the City's control to construct and install the Facilities.

1.2 Permittee is solely responsible for securing all other legally required permits, licenses, approvals, and grants from any other public or private entity, including any necessary approval from the State of Nevada Public Utilities Commission or other regulatory authority, as applicable. This Agreement contains only a permit to utilize the Property identified in Exhibit A for the purpose of constructing and installing the Facilities in the Property and shall not be construed as

an approval to construct and install any of the Facilities through property not owned by the City. This Agreement shall not be construed to authorize access to or across private lands. In no event shall this Agreement be construed to have granted permission or authority to construct, operate, maintain, or install any facilities outside of the City's rights-of-way described herein.

1.3 All applicable provisions of the North Las Vegas Municipal Code ("NLVMC"), as amended from time to time, are incorporated into this Agreement as if fully set forth herein, including NLVMC Chapters 12.08 and 12.20. The NLVMC and all provisions of this Agreement shall be binding upon the Permittee, its successors, or its assignees. In the event of any conflict between any provisions in NLVMC, as amended from time to time, and any provisions of this Agreement, the provisions of this Agreement shall control.

1.4 The grant of the permit under this Agreement is a privilege and does not impart to the Permittee any property right or title in any rights of way. In the event that the City vacates or abandons any rights-of-way in which the Permittee has Facilities, the Permittee may apply with the City to purchase an easement if the Permittee notifies the City of its desire to obtain an easement in that right-of-way and City Council approves such request. This Agreement shall be construed to have granted the nonexclusive permission and authority to Permittee to use any City-owned rights of way as provided herein for the construction, operation, and maintenance of Permittee's Facilities. Permittee acknowledges that it shall not acquire any vested right or interest in any particular rights-of-way location for its Facilities, except as provided in this section if City vacates or abandons the right-of-way, regardless of whether the location of any such Facilities are approved by the City.

1.5 Permittee shall not knowingly permit use by other persons of its Facilities located in rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise, or Rights-of-Way License Agreement from the City for such use, unless and until the other persons obtain such licenses or franchises. Permittee shall not permit another person to install its own facilities in, on, along, above, or below the Permittee's Facilities.

1.6 Permittee acknowledges that this Agreement is for installation of Facilities at the Property for Permittee to provide sanitary sewer services to its own facility under APN 123-29-701-007, and does not authorize Permittee, or permit the use by other persons, to provide any other services, without first amending this Agreement or applying for a franchise agreement and complying with the provisions of NRS 709.050 through 709.170. Installation in, on, along, above, or below other City property may only be permitted through a separate agreement and payment of rental fees.

1.7 Permittee may apply to expand its permit to include additional rights-of-way by submitting in writing to the City Manager a request to amend this Agreement. Such a request shall identify rights-of-way approved in this Agreement and the expanded rights-of-way being requested. The City Manager may approve a request for expansion of the permit based on rights-of-way availability, street cut limitations, and public improvements planned in the rights-of-way requested.

1.8 Permittee acknowledges that the installation of Facilities in the rights-of-way must be completed in accordance with an approved application and plans on file with the City. The City must be notified if any alterations to the approved plans affect the rights-of-way and Permittee

must notify the City of such alterations prior to commencement of any work on the Facilities or related activities. City reserves the right to prohibit said alterations.

1.9 Permittee shall be responsible for the maintenance and upkeep of any of Permittee's above surface facilities located immediately adjacent to the rights-of-way granted by this Agreement.

1.10 Permittee shall be responsible for all maintenance of its Facilities and understands and agrees that the Facilities shall be maintained in good repair at all times, ordinary wear and tear, casualty and condemnation excepted, and maintained in accordance with federal, state, and local laws and regulations.

1.11 The City makes no warranty whatsoever as to the condition of or the adequacy of the rights-of-way for the proposed use by Permittee.

1.12 Permittee understands and agrees to use caution during all installation and maintenance of its Facilities because of the possibility of additional utility laterals not known and agrees to be responsible for damage caused by Permittee to any utilities located on City property. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

1.13 Permittee understands and agrees to pay for and be responsible for all direct damages related to (i) the City's real property, improvements, and personal property or any other appurtenances; and (ii) any third party's real property, improvements, and personal property or any other appurtenances, caused by Permittee during construction, relocation, installation, use, operation, inspection, future maintenance, repairs, reconstruction, and removal of Permittee's Facilities, and further agrees to return the City's property to as near its original condition as is reasonably practicable upon completion of any such work.

2. Permittee's Work in City Rights-of-Way.

2.1 Permittee shall consult with the City prior to the submission of the first set of any plans for work to be conducted under this Agreement and obtain the City's approval for plan format and site plans prior to the commencement of any work. Permittee shall contact 811 "Call Before You Dig" prior to commencement of any work.

2.2 Permittee acknowledges that the City may require modification of the plans in the right-of-way depending on the existing facilities in the City's right-of-way or facilities that are installed after this Agreement becomes effective but before Permittee's construction of the Facilities commences.

2.3 The City's authorization for Permittee to begin construction on the Facilities described in this Agreement, in addition to any other requirements described herein or in the NLVMC, is conditioned upon Permittee acquiring all other local, regional, state, and federal permits, licenses, approvals, and grants required by law to construct the Facilities and providing proof of such approvals to the City. Permittee agrees to obtain and adhere to the conditions of all necessary permits. Prior to the installation, construction, reconstruction, replacement, extension, or relocation of any of Permittee's Facilities, Permittee shall apply for and obtain from the City all

applicable permits including, without limitation, an encroachment permit and permits for offsite construction and dust control. Permittee shall pay all applicable fees required for such permits. The City shall issue such permits to Permittee on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of this Agreement.

2.4 Permittee may commence construction of the Facilities only after approval has been given by the City, and any and all construction must be in compliance with the NLVMC, and applicable state and federal laws and regulations. The City shall notify Permittee in writing of its approval, or disapproval, of the proposed construction within a reasonable time after delivery by Permittee to the City.

2.5 The Permittee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation, or abandonment of its Facilities in the City's rights-of-way, comply with all applicable provisions of NLVMC Title 12 and the improvement standards adopted in Title 16, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition).

2.6 Except in the case of an emergency, if the project will take place in a street or easement upon which residential yards are located and maintained, Permittee shall notify residents who are located adjacent to the proposed project at least two days prior to the date that Permittee proposes to commence construction. Such notice shall be by written notice in person, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger, or by mail, with a description of the proposed project and the name of Permittee together with its business phone number.

2.7 In the event construction, installation, maintenance, or repair of the Facilities disturbs or blocks vehicular or pedestrian traffic in the Property, Permittee shall obtain any and all permits and required permissions from the City prior to commencing with such construction, installation, maintenance, or repair unless the requirement for maintenance is due to an emergency situation threatening the health, safety, and welfare of the residents of the City. A potential business loss shall not be considered an emergency situation under this Agreement.

2.8 Permittee shall clean, stabilize, and cover all disturbed areas at the end of each work day during any construction, maintenance, or repair work. Permittee shall not park any construction equipment or any other vehicles owned by Permittee or its employees or contractors in any public right-of-way after working hours. Permittee agrees to continuously provide the City with an accurate and complete list of emergency telephone numbers of representatives of Permittee and any contractors, subcontractors, consultants, employees, or others responsible for the installation, operation, and maintenance of the Facilities. Such list shall provide for 24 hours a day, 7 days a week contact, and Permittee shall immediately notify the City of any changes to the list.

2.9 All public improvement work performed by Permittee in rights-of-way shall be inspected, completed, and accepted in accordance with Chapter 12.08 of the NLVMC and the improvement standards adopted in Chapter 12.08 and Titles 13 and 16 of the NLVMC. If the public improvement designs prepared by Permittee are more detailed than, or are not covered by, the improvement standards adopted in NLVMC Chapter 12.08 and Titles 13 and 16 of the

NLVMC, plans and specifications for construction, reconstruction, installations and repairs of public improvements shall be sealed by a Nevada registered professional engineer.

2.10 At the time of construction, installation, maintenance, or repair, Permittee for itself, its employees, officers, agents, and contractors, shall take all prudent action to protect all adjoining property and public property as described in NLVMC 12.08, and all existing facilities located within the Property from any damage or injury caused by any work performed by or on behalf of Permittee related to the construction, installation, operation, inspection, maintenance, repair, reconstruction, replacement, relocation, or removal of its Facilities or the failure, deterioration, or collapse of such Facilities. Permittee shall immediately notify the Construction Services Division of the City's Department of Public Works of any damage or injury to any existing facility caused by work authorized pursuant to this Agreement.

2.11 In the case of damage caused by Permittee to any rights-of-way, the Permittee shall at no cost or expense to the City repair, replace, and restore the damaged area in accordance with current improvement standards adopted in Chapter 12.08 and Titles 13 and 16 of the NLVMC and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition). If the City is required to take action with respect to any damage prior to Permittee repairing, replacing, or restoring the damage, without in any way limiting the obligations of Permittee under this Agreement, Permittee shall pay to the City upon demand all costs incurred by the City for the repair of such damage or injury including, but not limited to, all costs incurred by the City in purchasing water from alternative sources in the event of any interruption in water service.

2.12 An emergency ("Emergency") is an immediate threat to the public safety, health, or welfare as reasonably determined by the City Manager or Director of Public Works. If there is an Emergency requiring immediate work relating to Permittee's Facilities in the rights-of-way, Permittee may begin such work without first obtaining all applicable permits, provided that Permittee shall: (a) contact the Director of Public Works as promptly as is reasonably possible to determine if an Emergency exists requiring Emergency work; (b) subsequently apply for all permits that otherwise would have been required for non-Emergency work no later than 7 days after completing the Emergency work; (c) pay all applicable fees for such permits; and (d) restrict any work performed in the rights-of-way prior to obtaining all permits for the Emergency work.

2.13 Any of Permittee's Facilities installed in the rights-of-way that trigger application of the federal Americans with Disabilities Act, as amended ("ADA"), shall comply with the requirements of the ADA. If there are any facilities located in the rights-of-way that prevent disabled persons' use of and access to buildings, structures, sidewalks, streets, alleys, or other paths of travel in violation of ADA requirements, Permittee shall, upon the City's request, meet with the City to coordinate and establish plans and time frames for removal of access barriers caused by such Facilities, at Permittee's sole cost and expense. Within 30 days of the Permittee's receipt of a complaint from the City identifying facilities that may cause access barriers in violation of the ADA, Permittee and the City shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the parties shall establish plans and time frames for the repair, which shall be at Permittee's sole cost and expense. Permittee's scope of work shall consist of the removal and/or relocation of Facilities.

2.14 Permittee understands and agrees that it must submit as-built drawings after construction of its Facilities. The performance bond for construction will not be released until the as-built drawings are submitted to and received by the City.

2.15 City reserves the right to inspect Permittee's Facilities at any time during construction of the Facilities. After Permittee completes construction of the Facilities, Permittee will notify the City and allow City the opportunity to inspect the Facilities.

3. Term of Agreement.

The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue for a period of twenty (20) years (the "Term") unless earlier terminated by operation of this Agreement as described in Section 9. The Agreement may be renewed for additional ten (10)-year terms upon written notice to the City Manager by Permittee within one hundred eighty (180) days of the date of expiration of each term and payment of the required permit fees described in Section 4. The City reserves the right to revoke the Agreement if Permittee has not begun the construction or installation of the Facilities within five (5) years after the Effective Date of this Agreement.

4. Permit Fees.

For and in consideration of the Project, Permittee, its successors and assigns, hereby agrees to pay an annual rental fee for the revocable encroachment permit granted under this Agreement and covering approximately 22,585 square feet of road right-of-way. The annual rental fee shall be calculated every five (5) years and shall be billed in five-year increments (the "Billing Period"). For the first Billing Period, the annual rental fee shall be Five Thousand, One Hundred Eighty-Three Dollars and 26/100 (\$5,183.26). The total fees of Twenty-Five Thousand, Nine Hundred Sixteen Dollars and 30/100 (\$25,916.30) for the first Billing Period of the Term shall be due upon the execution date of this Agreement, and Permittee shall have thirty (30) days to pay said payment without incurring the late fees described in Section 5. Within the three (3) months prior to the end of the first Billing Period, the City shall recalculate the annual rental fee utilizing the State of Nevada's methodology taking into account the value of comparable land from the area based on assessed values to establish the annual rental fee for the succeeding five-year Billing Period. The City shall bill the provider prior to the end of each Billing Period for the next five-year Billing Period at the annual rate established based on the City's calculations. Should this Agreement be renewed for additional ten-year terms, fees shall be due and owing on the first day of the renewal period, and Permittee shall have 30 days to pay said fees for the next full five-year Billing Period. Payments must be made to the City of North Las Vegas, and are to be mailed to:

City of North Las Vegas Finance Department
ATTN: Accounts Receivable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

If Permittee disputes a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the right-of-way and other actions as required by law. The parties may by

mutual agreement select an independent licensed appraiser to determine the fair market value. The Permittee shall pay for the appraisal and any associated costs.

5. Late Payment Fee

The rental fee for the five-year Term of this Agreement is due upon execution of this Agreement. If payment is not made within thirty (30) days after execution of this Agreement, a late fee shall be assessed in an amount of 5% of the annual fee. If fees, including late fees, become more than sixty (60) days past due, then this Agreement may be terminated and the permit revoked by the City.

6. Revocation of Permit.

6.1 After providing notice and an opportunity for the Permittee to be heard and a reasonable opportunity to cure, this Agreement may be revoked by the City Council if it finds that the Permittee:

6.1.1 Has not obtained or maintained the insurance required in this Agreement;

6.1.2 Has not obtained or maintained the bonds or security obligations required by this Agreement;

6.1.3 Failed to make payment of business license fees due under Title 5 of the NLVMC;

6.1.4 Substantially failed to comply with the terms or conditions of this Agreement;

6.1.5 No longer holds a business license;

6.1.6 Failed to use a contractor licensed by the Nevada State Contractors' Board in performing any of its construction, installation or maintenance services on facilities located in rights-of-way; or

6.1.7 Failed to obtain any permits, licenses, and/or approvals necessary or required to complete the Facilities.

6.2 If the City Council finds that Permittee has failed to comply with any provision of NLVMC Titles 5 and 12 or the improvement standards adopted in NLVMC 12.08 and NLVMC Titles 13 and 16, or any of the requirements of this Agreement, it may direct that further encroachment permits be denied until such time as the Permittee comes into compliance.

7. Removal of Facilities.

7.1 In the event the Agreement has been revoked or terminated, has expired without renewal, or in the event that the Facilities have been installed in any rights-of-way without complying with the requirements of the NLVMC or this Agreement, or in the event the Permittee and the City agree that the Facilities have been abandoned, the Permittee shall, within thirty (30) days after the receipt of notice by the City, commence and thereafter diligently pursue and complete the removal of such

Facilities from the rights-of-way within a reasonable time, except those Facilities that the Director of Public Works finds may be abandoned in place without interference with the use of existing or planned public improvement.

7.2 Permittee is responsible for the costs of removal of the Facilities and any and all permits necessary for the removal work to occur in the rights-of-way.

7.3 Permittee shall promptly restore all rights-of-way from which Facilities have been removed to their former condition and appearance in accordance with the improvement standards adopted in Titles 13 and 16 of the NLVMC.

8. Removal to Accommodate a Public Improvement.

8.1 Reconstruction, removal, or relocation of Permittee's Facilities to accommodate a public improvement shall be provided for in the following manner:

8.1.1 The City shall make reasonable efforts to prevent any future public improvement from requiring the removal or relocation of Permittee's Facilities so that Permittee's Property shall have continued sewer service from the City. If after such reasonable efforts by the City, it has determined that it is necessary to reconstruct, remove or relocate Permittee's Facilities, the City shall issue to Permittee a written notice of a need to reconstruct, remove, or relocate any of Permittee's Facilities that may be in conflict with an existing or proposed public improvement in order to accommodate the installation, maintenance or use of the public improvement. Such written notice shall include project information equivalent in detail to fifty (50) percent or more of final design for the public improvement. Permittee shall, within thirty (30) days after receiving such written notice from the City, present to the Director of Public Works a notice of intent to reconstruct, remove or relocate the Facilities, and shall, subject to force majeure, within twelve (12) months after receipt of written notice from the City, or such longer time period as may be reasonable, reconstruct, remove, or relocate the Facilities. Upon request from Permittee identifying a recommended location for the Facilities, the Director of Public Works shall provide that location or an alternate location within the right-of-way for Permittee, if space is available.

8.1.2 Within thirty (30) days after receipt of such written notice from the City, Permittee may present a written application and supporting documentation to the director of public works for an extension of time in which to complete reconstruction, removal or relocation of its facilities. The Director of Public Works may grant additional time beyond the time period provided if the additional time requested is due to service, equipment or material delivery constraints beyond the control and without the fault or negligence of Permittee, or if the project described in the written notice is of such a size that the work to be performed by the Permittee cannot be completed within the allowable time.

8.1.3 If after the issuance of the initial written notice the City makes a substantial change in the design of the public improvement project, including but not limited to changes in elevation, changes affecting rights-of-way alignment and widths of alignment, the City shall notify Permittee of the details of the substantial change. If Permittee determines that such change would cause a delay in reconstruction, removal or relocation of its Facilities beyond the time period provided, Permittee may, within fourteen (14) days from receipt of notice of such change, petition the

Director of Public Works for an extension of time in which to complete reconstruction, removal or relocation of Facilities. If the additional time is requested due to service, equipment, or material delivery constraints beyond the control of Permittee, or if the public improvement design change is of such a scope that the work to be performed by Permittee cannot be completed within the time period allowed, the Director may grant an extension of time. If the request for extension of time is denied, Permittee may appeal the denial to the City Council within fourteen (14) days from receipt of notice of denial. The decision of the City Council shall be final.

8.1.4 The City shall provide the Permittee with a final design of the public improvement as soon as it becomes available.

8.1.5 If Permittee fails to reconstruct, remove, or relocate its facilities as required by this section within the time period agreed upon, the City may reconstruct, remove, or relocate such Facilities and charge the cost of reconstruction, removal, or relocation to Permittee. The City will not be held liable for any losses or damages due to reconstruction, removal, or relocation of such Facilities.

9. Penalties for Default; Termination.

9.1 After providing notice and an opportunity for the Permittee to be heard and a reasonable opportunity to cure (which cure period shall be not less than 30 days after receipt of notice by Permittee, or such longer period as may reasonably be required, so long as Permittee commences its cure within such 30-day period and diligently pursues the same to completion), the City Council may impose fines or penalties upon the Permittee in an amount deemed appropriate by the City Council, but not exceeding the amount of the security deposit established in Section 14 of this Agreement, if the City Council finds that the Permittee has failed to comply with the provisions of this Agreement or applicable provisions of the NLVMC including, but not limited to, Titles 5, 12, 13 and 16. Any such fines or penalties shall be due within thirty (30) days of written notification by City, made payable to the City, and delivered to the City's Finance Department at the City's address indicated in Section 22 of this Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification. If a fine or penalty which has been imposed by the City Council is not paid within thirty (30) days from the date of written notification, Permittee hereby grants the City authorization to deduct the amount of the fine or penalty plus late charges, if any, from the bond provided for such purposes, pursuant to Section 14 of this Agreement and NLVMC Title 12. If at any time the City has drawn upon such bond, the Permittee shall within thirty (30) days of notification from the City replenish such bond to the original minimum amount established in Section 14 of this Agreement.

9.2 This Agreement shall terminate immediately upon a decision of City Council that the permit granted hereunder is revoked (provided, however, that for the avoidance of doubt, the permit hereunder may be revoked only upon the occurrence of an event of default by Permittee which has not been cured within applicable notice and cure periods, as provided herein).

9.3 Subject to notice and opportunity to cure as provided in Section 9.1, City Council may terminate this Agreement in five (5) years in the event that Permittee has failed to obtain all legally required and necessary permits to begin construction of the Facilities in the Property. This

provision shall not prevent Permittee from reapplying for a new permit to install the Facilities in the Property as described in this Agreement. Upon providing all legally required and necessary permits to construct the Facilities to the City, this Agreement shall continue in effect pursuant to the Term of this Agreement, and the termination right as provided in this Section 9.3 shall be null and void.

9.4 This Agreement shall automatically terminate if City sewer service becomes available to the Property, and the Permittee is required to connect to such sewer. In that event, the Director of Public Works shall determine whether the Facilities may be abandoned in place without interference with the use of existing or planned public improvement.

10. Transfers and Assignments.

Prior to the sale, conveyance, or other transfer of the Permittee's Property, the Permittee shall provide written notice to the City Manager of the transfer or assignment. Upon the sale, conveyance or other transfer of Permittee's Property, this Agreement, including the permits and rights granted hereunder, the obligation to pay the rental fee, and all other covenants, agreements, rights and obligations created hereby, shall run with the Permittee's Property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to the Permittee's Property, all upon the terms, provisions and conditions set forth herein. Without limiting the generality of the foregoing, upon the sale, conveyance, or other transfer of the Permittee's Property, the transferor shall be deemed released from all liabilities and obligations arising hereunder from and after the effective date of such transfer.

11. Indemnification.

11.1 To the maximum extent permitted by Nevada law, Permittee shall indemnify, save harmless, and defend the City, its officers, and its employees, individually and collectively, from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments, or liability of any kind arising out of or in any way connected with its installation, construction, operations, maintenance, or condition of the Facilities. The Permittee is not required to indemnify or hold harmless the City, its officers, and its employees as provided herein, to the extent any liability subject to this indemnification provision is caused by, results from, or arises out of the active negligence or intentional actions of one or more officers or employees of the City.

11.2 The Permittee shall assume all risks in its operation of the system and shall be solely responsible and answerable for any and all injuries to persons or property arising out of the existence or performance of this Agreement. The amounts and types of required insurance coverage shall in no way be construed as limiting the scope of indemnity set forth in this section.

11.3 The Permittee shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of the enforcement or lack of enforcement of any provision or requirement of the NLVMC or of any other permit.

11.4 The Permittee shall indemnify, save harmless, and defend the City, its officers, and its employees, individually and collectively, from damages which are incurred by or attributed to the City, including but not limited to costs, expenses, fees, and the actual amount of damage, arising from delays of such reconstruction, removal or relocation work of the Permittee.

12. City Limitation of Liability.

City will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

13. Insurance Requirements.

13.1 This Agreement is conditioned upon Permittee or its general contractor securing and maintaining all insurance coverages, or demonstrating the ability and receiving approval to self-insure, for the minimum limits required herein, and Permittee shall not commence work in the City rights-of-way until all insurance requirements have been met, in addition to any other conditions described in this Agreement.

13.2 All primary and excess insurance obtained for meeting the requirements of this section must be provided in compliance with NRS Title 57, and any commercial insurance carrier providing any required coverage must have an A.M. Best rating of A-VII or higher; and

13.2.1 The Permittee or its general contractor shall provide a certificate of insurance naming the City, its elected officials, officers, employees, agents, volunteers, representatives, and assigns as an additional insured, and stating that the policy will not be canceled, terminated until thirty (30) days, ten (10) days for cancellation due to non-payment of premium, after providing written notification of such to the City Manager, with a copy to the City Clerk; and

13.2.2 The Permittee or its general contractor is solely responsible for payment of all premiums for insurance policies required herein.

13.3 Within thirty (30) days after approval of this Agreement and before expiration of any policy of insurance, the Permittee or its general contractor shall provide proof of insurance to the City Manager, who shall file the original thereof with the City Clerk, and maintain in full force and effect through the term of this Agreement the following insurance coverages, insuring against all damages arising out of or resulting from the installation, construction, operation and maintenance of the system:

13.3.1 General liability insurance, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, which includes coverage for products, third party claims, completed operations, blanket contractual liability, independent contractor hazard, broad form property damage, including but not limited to coverage for explosion, collapse and underground hazard;

13.3.2 If the insurance is to be provided by Permittee's contractor, Automobile liability

insurance, with a minimum combined single limit per occurrence of One Million Dollars (\$1,000,000.00) and which includes coverage for non-owned and hired automobile liability. Automobile liability insurance may be included as part of the general liability insurance. Permittee will not own or lease any vehicles;

13.3.3 With respect to Permittee's contractor, workers' compensation insurance in accordance with the NRS Chapters 616A, 616B, 616C, 616D and 617, if applicable. Permittee will not have any employees.

13.4 The minimum limits may be provided for through a single primary insurance policy providing such coverage or through addition of an umbrella liability policy written in excess of the general liability, and automobile liability policies.

13.5 If insurance coverage is obtained on a claims-made form, the Permittee shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

13.6 The required insurance may be provided in the form of conventional insurance, self-insurance, or a combination of conventional insurance and self-insurance retention upon approval by the City.

13.7 The City Council may approve a plan of self-insurance as meeting the requirements of this section. The Permittee may apply for such approval by written request to the City Manager, which shall include a detailed plan of self-insurance, including retention limits, named excess insurance carrier, if any, and a copy of audited financial statements. The City Council may impose conditions or requirements, including posting of security. The City Council may, at any time during the term of this Agreement, revoke approval of a plan of self-insurance, or impose requirements or conditions for continued approval. Failure to comply with the conditions or requirements imposed by the City Council shall be deemed as failure to meet the requirement for insurance under this section, and as a violation of a condition of this Agreement.

14. Security for Performance.

Contemporaneous with the execution of this Agreement, Permittee shall submit to the City and maintain in effect a bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) to ensure faithful compliance with the conditions of this Agreement (the "Bond"). The purpose of the Bond is to provide payment to the City for any and all expenditures incurred by the City under this Agreement, including but not limited to, costs of repairs to any existing facilities in the City's right-of-way, removal of Permittee's Facilities if Permittee fails to remove such Facilities upon the termination of this Agreement or abandonment of Permittee's Facilities, and attorneys' fees and costs reasonably necessary to enforce the terms of this Agreement. The Bond shall not limit the liability or obligations of Permittee or its insurers under this Agreement. If the funds represented by the Bond are exhausted, Permittee shall immediately provide the City with a new Bond in an amount to be determined by the Director of Public Works. Permittee hereby grants the City authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section of 4 this Agreement and the NLVMC Chapter 12.20, from such Bond.

Notwithstanding the foregoing, the Bond shall be released and returned, and Permittee's obligations under this Section 14 shall be deemed released and terminated, after the City has received a copy of the as-builts pursuant to Section 2.14 herein and upon the issuance of a certificate of occupancy for the improvements to be constructed on the Permittee Property.

15. Rights Reserved to the City.

Without limitation upon the rights which the City may otherwise have, the City does hereby expressly reserve its rights, powers, and authorities pursuant to the NLVMC including, but not limited to, Titles 5, 12, and 16, as they may be amended. The City expressly reserves the right to amend this Agreement by amendment to the NLVMC if such an amendment is necessary to protect the health and safety of the residents of the City.

16. Severability.

If any provision, section, paragraph, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Agreement. It is the intent of the Permittee in requesting this Agreement and the City Council in approving this Agreement that no portion or provisions thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this Agreement are declared to be severable.

17. Waiver.

The failure of either party to insist upon strict performance of any of the covenants and agreements to the Agreement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

18. Entire Agreement.

This Agreement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contemplated herein. No prior agreements, understandings, or verbal statements made by any party is a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by Permittee and City, this Agreement shall be binding upon Permittee and City, their successors and assigns.

19. Governing Law and Venue.

This Agreement shall be governed by, construed and enforced in accordance with the NLVMC and the laws of the State of Nevada. Any lawsuit brought to resolve a dispute arising from this Agreement shall be brought in Clark County, Nevada.

20. Gifts.

No officer or employee of Permittee shall offer to any officer or employee of the City, either

directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the City.

21. No Third-Party Beneficiaries.

Other than the parties and their respective successors and permitted assigns, nothing in this Agreement, express or implied, is intended to or shall confer upon the public or any member thereof any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

22. Notice.

All notices shall be sent to the City or the Permittee at the addresses indicated below, or such other address as a party may provide upon at least seven (7) days' prior written notice to the other party. The Permittee shall notify the City of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Permittee from any obligation imposed by this Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the City.

PERMITTEE:

I-15 Owner, LP
Attn: Timur Tecimer
CEO
19700 S. Vermont, Suite 101
Torrance, CA 90502
(310) 354-2460

Copy to:
Greenberg Traurig, LLP
Attn: Bud Doxey
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
Bud.doxey@gtlaw.com

CITY:

City of North Las Vegas
Attn: Dale Daffern, P.E.
Director of Public Works
2250 Las Vegas Blvd., N., Ste. 200
North Las Vegas, NV 89030
(702) 633-1325
daffernd@cityofnorthlasvegas.com

Copy to:

City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Ste. 810
North Las Vegas, NV 89030
(702) 633-1050
cityattorney@cityofnorthlasvegas.com

23. Recordation of Agreement.

This Agreement constitutes the Revocable Encroachment Permit from the City, and therefore, shall be recorded with the Clark County Recorder's Office against the APNs identified in Exhibit A and against the Permittee Property identified in Exhibit B.

24. Miscellaneous.

24.1 This Agreement may be amended or modified only by a writing executed by the City and Permittee.

24.2 To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Permittee shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

24.3 This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venture of the other and neither party shall have the power to bind the other by virtue of this Agreement.

24.4 In the event this Agreement is terminated, all rights and obligations of the parties shall cease, other than indemnity obligations and matters that by their terms survive the termination.

24.5 Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Permittee for the disclosure of any public record including, but not limited to, documents provided to the City by Permittee. In the event the City is required to defend an action with regard to a public records request for documents submitted by Permittee, Permittee agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of this Agreement.

24.6 Signatures via facsimile, email, or other electronic medium shall have the same force and effect as original signatures. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

City of North Las Vegas
A Nevada municipal corporation

By: _____
Pamela Goynes-Brown, Mayor

ATTEST:

By: _____
Jackie Rodgers, City Clerk


Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

I-15 OWNER, LP,

a Delaware limited partnership

By: OMP I-15 Distribution GP LLC,
a Delaware limited liability company,
a General Partner

By: 
Name: Timur Tecimer
Title: Manager

ACKNOWLEDGEMENT

STATE OF }

COUNTY OF }

This instrument was acknowledged before me on _____, 2023, by Timur Tecimer, the manager of OMP I-15 Distribution GP LLC, a Delaware limited liability company, the general partner of I-15 Owner, LP, a Delaware limited partnership, on behalf of such entities.

Signature of Notary Officer

Title and Rank

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 9/18/2023 before me, Karen D Ellis, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT A
LEGAL DESCRIPTION AND EXHIBIT OF PERMIT AREA

See Attached

June 22, 2023
By: John E. Forsman, PLS

Exhibit 'A'

Explanation

This legal description is to accompany Exhibit 'A' and describes a Sewer Easement inside the Public Right of Way of El Campo Grande Avenue to the City of North Las Vegas, generally located, beginning at the intersection of Nellis Boulevard and El Campo Grande Avenue to the South Sixteenth of the Center Section Line of Section 28, approximately 2745 feet in length.

El Campo Grande Avenue Sewer Easement Legal Description

An Easement lying within the Right of Way of El Campo Grande Avenue from Nellis Boulevard to the South Sixteenth of the Center Section Line of Section 28, lying within the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 29 and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 28 in Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County Nevada, more described as follows:

Commencing at the Southeast Corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, being at the centerline intersection of Nellis Boulevard and a Right of Way angle point of the North Right of Way of El Campo Grande Avenue; thence along said northerly Right of Way, North 84°47'25" West, 25.10 feet to the **Point of Beginning**; thence departing said Right of Way, South 01°28'49" East, 43.07 feet; thence North 88°21'05" East, 688.69 feet; thence North 88°07'42" East, 273.31 feet; thence North 01°05'56" West, 4.00 feet; thence North 88°54'04" East, 40.00 feet; thence South 01°05'56" East, 3.46 feet; thence North 88°07'42" East, 64.56 feet to the centerline of Union Pacific Railroad Spur; thence continuing along said line North 88°07'42" East, 65.35 feet; thence North 01°34'36" West, 0.90 feet; thence North 88°08'42" East, 39.70 feet; thence South 01°34'36" East, 0.89 feet; thence North 88°07'42" East, 366.36 feet to the centerline of Range Road; thence continuing along said line North 88°07'42" East, 95.41 feet; thence North 88°23'50" East, 951.66 feet; thence North 88°20'49" East, 141.42 feet; thence South 01°39'11" East, 8.00 feet; thence South 88°20'49" West, 141.43 feet; thence South 88°23'50" West, 951.63 feet; thence South 88°07'42" West, 89.46 feet to the centerline of Range Road; thence continuing along said line South 88°07'42" West, 372.35 feet; thence South 01°34'36" East, 1.11 feet; thence South 88°08'42" West, 39.70 feet; thence North 01°34'36" West, 1.10 feet; thence South 88°07'42" West, 61.73 feet to the centerline Union Pacific Railroad Spur; thence continuing along said line South 88°07'42" West, 68.25 feet; thence South 01°05'56" East, 3.54 feet; thence South 88°46'16" West, 40.00 feet; thence North 01°05'56" West, 3.09 feet; thence South 88°07'42" West, 273.20 feet; thence South 88°21'05" West, 696.74 feet; thence North 01°28'49" West, 52.03 feet to the Northerly Right of Way of El Campo Grande Avenue; thence along said Right of Way, South 84°47'25" East, 8.05 feet to the **Point of Beginning**.

Containing 22,585 square feet, more or less.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

Continue:

JP Forsman

7251 W. Lake Mead Blvd., Las Vegas, NV 89128 (702) 809-0880 jforsman@cox.net

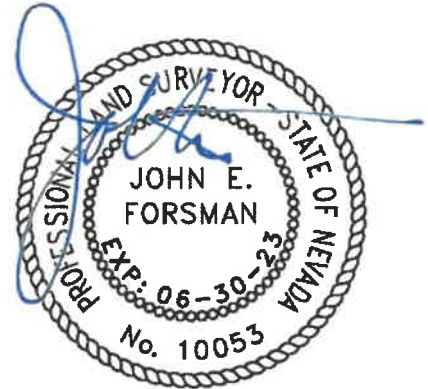
C:\Users\Gunner Eustice\Projects\P-4087.01 Nellis El Campo B&T\Legals\P-4087 El Campo Grande Sewer Easement Legal.docx

Basis of Bearings

South 00°06'03" West, being the centerline of Nellis Boulevard as shown on File 215, Page 52 of Surveys, on file at the Clark County Recorder's Office, lying within the Southeast Quarter (SE 1/4) of Section 29, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County Nevada.

End of description.

*John E. Forsman
Professional Land Surveyor
Nevada License No. 10053 legalaid*



6 - 22 - 23

JP Forsman

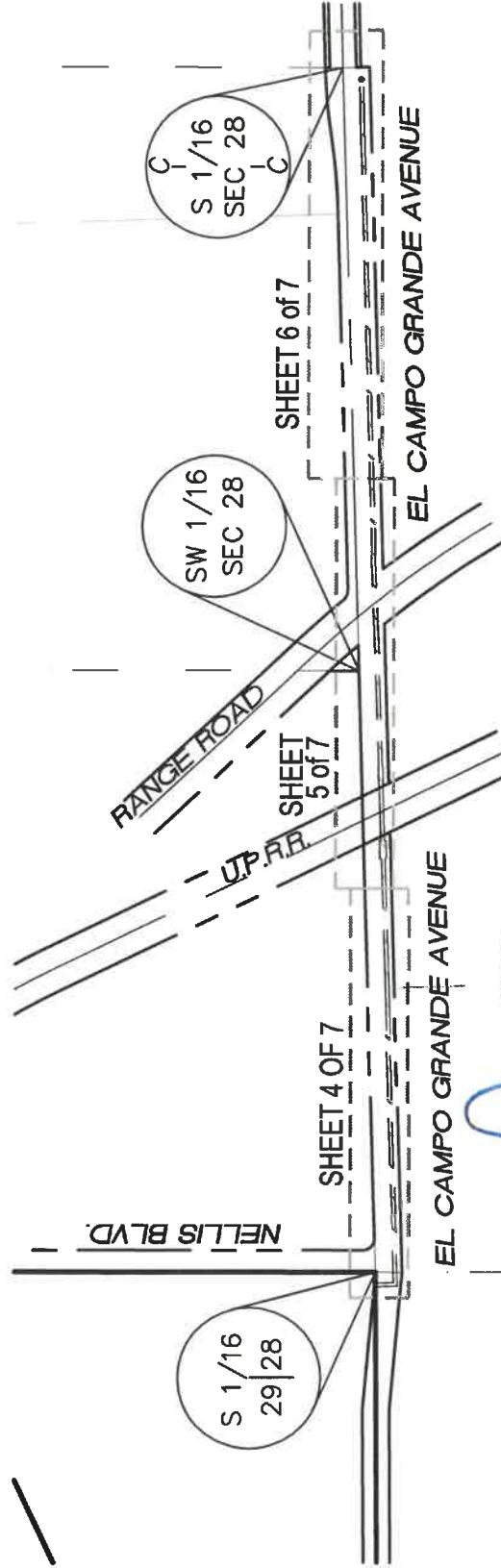
7251 W. Lake Mead Blvd., Las Vegas, NV 89128 (702) 809-0880 jforsman@cox.net

C:\Users\Gunner Eustice\Projects\P-4087.01 Nellis El Campo B&T\Legals\P-4087 El Campo Grande Sewer Easement Legal.docx

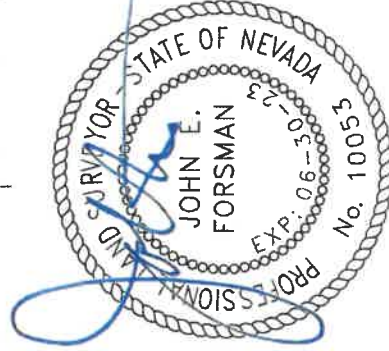
EXHIBIT 'B' TO ACCOMPANY SEWER EASEMENT LEGAL DESCRIPTION

LEGEND

- CENTERLINE
- R.O.W. LINE
- EASEMENT
- TIE LINE
- SEWER EASEMENT



1" = 400'



6-22-23

SHEET 3 OF 7

JP FORSMAN

7251 LAKE MEAD BLVD., SUITE 300
LAS VEGAS, NEVADA 89128
PHONE (702)809-0880
JFORSMAN@COX.NET

SW 1/4,
SEC. 28, T.19S.,
R.62E., M.D.M.

EXHIBIT 'B' TO ACCOMPANY SEWER EASEMENT LEGAL DESCRIPTION

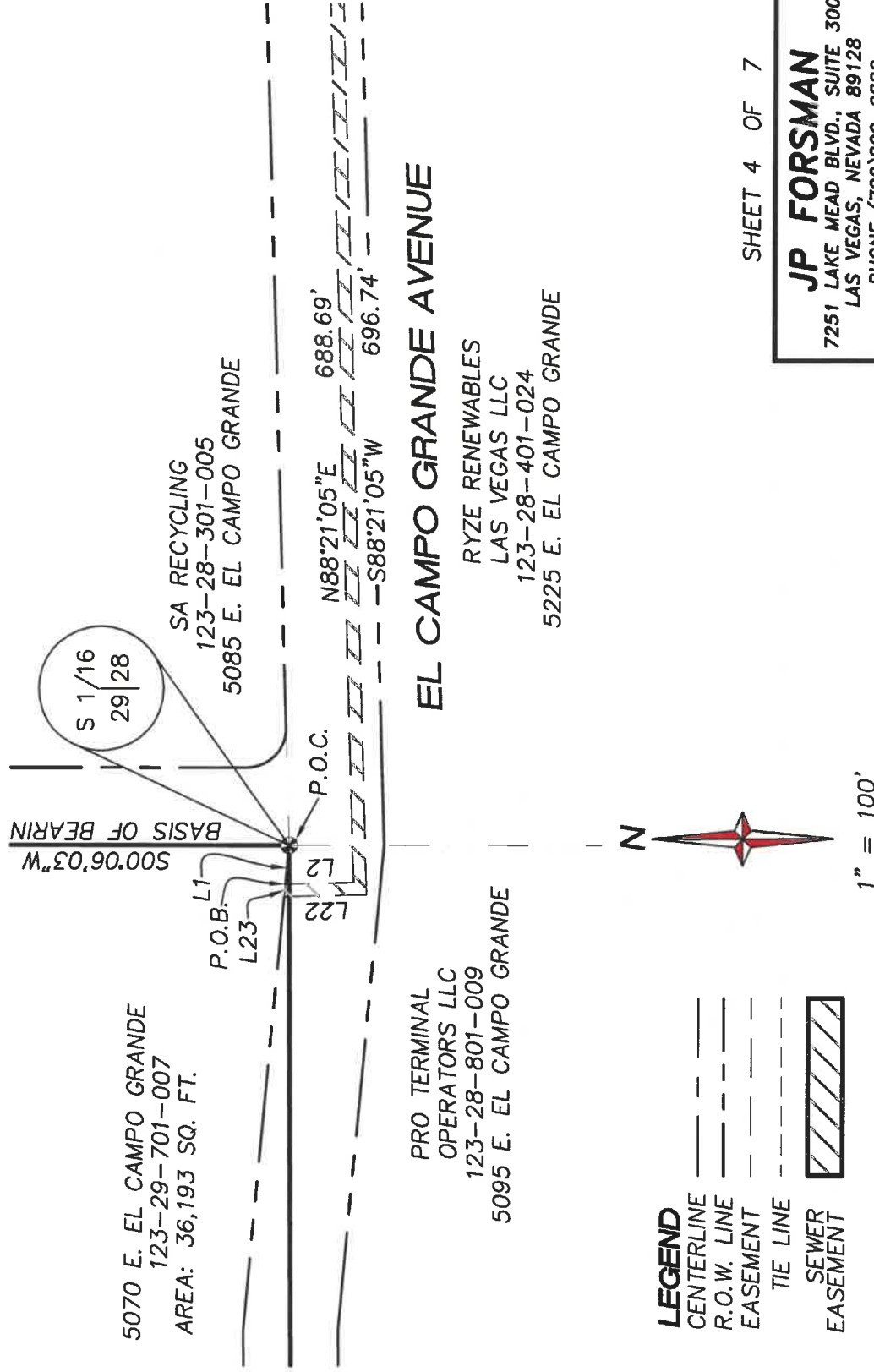
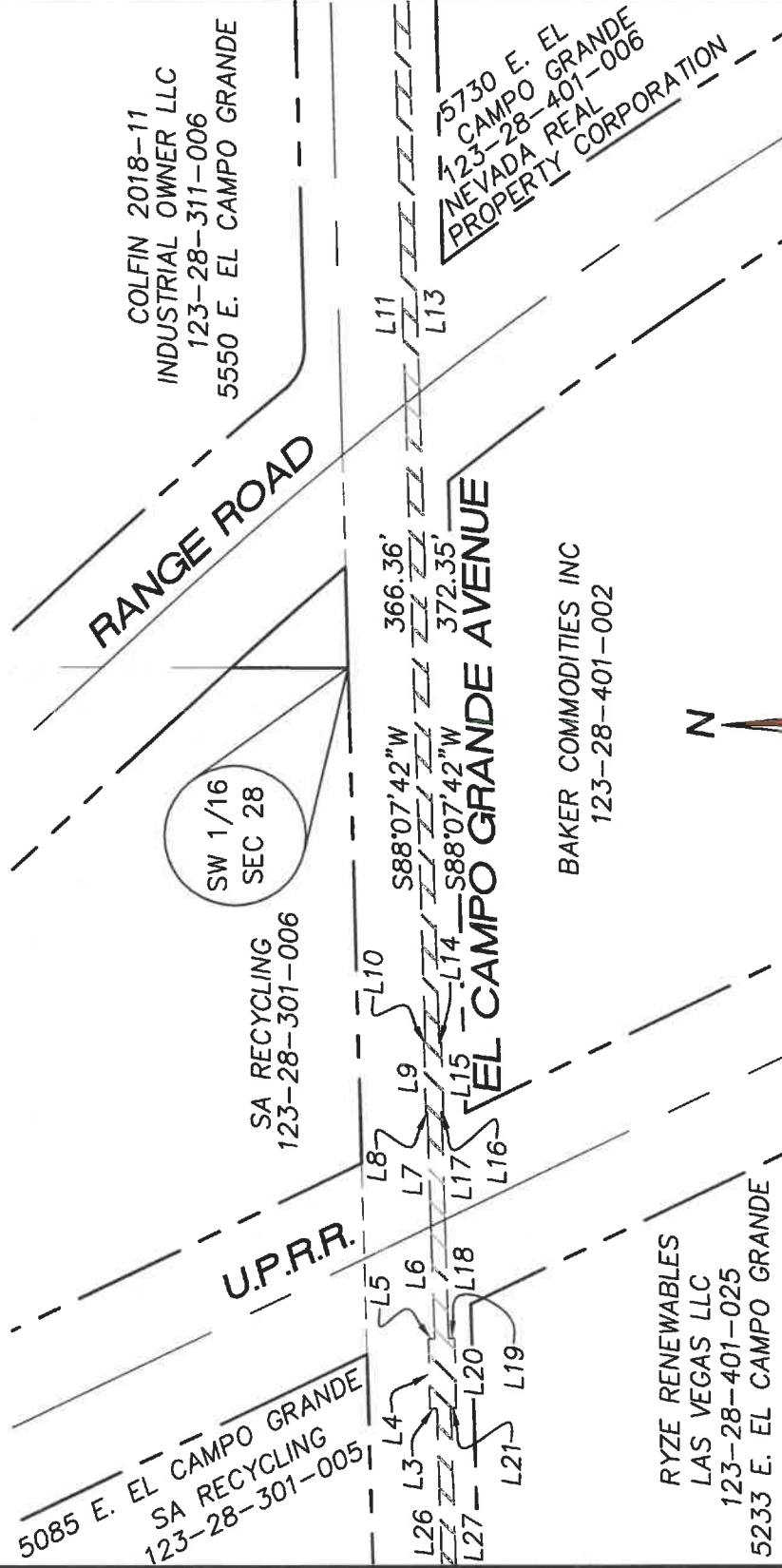


EXHIBIT 'B' TO ACCOMPANY SEWER EASEMENT LEGAL DESCRIPTION



SHEET 5 OF 7

JP FORSMAN
7251 LAKE MEAD BLVD., SUITE 300
LAS VEGAS, NEVADA 89128
PHONE (702)809-0880
JFORSMAN@COX.NET

EXHIBIT 'B' TO ACCOMPANY SEWER EASEMENT LEGAL DESCRIPTION

COLFIN 2018-11
INDUSTRIAL OWNER LLC
123-28-311-006
5550 E. EL CAMPO GRANDE

LIT NORTH 15
LOGISTICS BUILDING III LLC
123-28-710-001
5550 E. EL CAMPO GRANDE

C
I
S 1/16
I
C
SEC 28



1" = 100'

LEGEND

- CENTERLINE
- R.O.W. LINE
- EASEMENT
- TIE LINE
- SEWER EASEMENT

SHEET 6 OF 7

JP FORSMAN
7251 LAKE MEAD BLVD., SUITE 300
LAS VEGAS, NEVADA 89128
PHONE (702)809-0880
JFORSMAN@COX.NET

**EXHIBIT 'B' TO ACCOMPANY SEWER EASEMENT
LEGAL DESCRIPTION**

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N84°47'25"W	25.10'
L2	S01°28'49"E	43.07'
L3	N01°05'56"W	4.00'
L4	N88°54'04"E	40.00'
L5	S01°05'56"E	3.46'
L6	N88°07'42"E	64.56'
L7	N88°07'42"E	65.35'
L8	N01°34'36"W	0.90'
L9	N88°08'42"E	39.70'
L10	S01°34'36"E	0.89'
L11	N88°07'42"E	95.41'
L12	S01°39'11"E	8.00'

LINE TABLE

LINE	DIRECTION	LENGTH
L13	S88°07'42"W	89.46'
L14	S01°34'36"E	1.11'
L15	S88°08'42"W	39.70'
L16	N01°34'36"W	1.10'
L17	S88°07'42"W	61.73'
L18	S88°07'42"W	68.25'
L19	S01°05'56"E	3.54'
L20	S88°46'16"W	40.00'
L21	N01°05'56"W	3.09'
L22	N01°28'49"W	52.03'
L23	S84°47'25"E	8.05'
L24	N88°20'49"E	141.42'

LINE TABLE

LINE	DIRECTION	LENGTH
L25	S88°20'49"W	141.43'
L26	N88°07'42"E	273.31'
L27	S88°07'42"W	273.20'

SHEET 7 OF 7

JP FORSMAN
7251 LAKE MEAD BLVD., SUITE 300
LAS VEGAS, NEVADA 89128
PHONE (702)809-0880
JFORSMAN@COX.NET

EXHIBIT B
LEGAL DESCRIPTION OF PERMITTEE PROPERTY

See Attached

EXHIBIT 'B'

August 23, 2023
By: John E. Forsman, PLS
APN: 123-29-701-007

Explanation

This legal description is to accompany Exhibit 'B' and describes a Parcel of Land in the City of North Las Vegas, generally located at the intersection of Lamont Street and along El Campo Grande Avenue.

APN: 123-29-701-007

Legal Description

A portion of the land as described in the Deed recorded on September 3, 2021, in Book 20210903, Instrument No. 02286, of Official Records, Clark County, Nevada, lying within the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 29, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County Nevada, more described as follows:

Beginning at the Southwest Corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, said point also being on the centerline of El Campo Grande; thence departing said centerline of El Campo Grande Avenue and along the west line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, North 00°06'34" East, 383.46 feet to the southeasterly Right of Way of Interstate 15 and to the beginning of a non-tangent curve, concave Southeasterly, having a radius of 9,668.00 feet, from which beginning the radius bears South 28°44'28" East; thence along said Right of way and Northeasterly and to the right along said curve, through a central angle of 03°49'45", an arc length of 646.11 feet, to which ending the radius bears North 24°54'43" West; thence North 65°05'17" East, 850.74 feet; thence departing said Right of Way, South 00°06'03" West, 1,026.99 feet to the southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 29; thence along the south line and the Centerline of El Campo Grande, South 89°43'46" West, 1,346.99 feet to the **Point of Beginning**.

Containing 961,382 square feet or 22.07 acres, more or less.

Basis of Bearings

South 00°06'03" West, being the centerline of Nellis Boulevard as shown on File 215, Page 52 of Surveys, on file at the Clark County Recorder's Office, lying within the Southeast Quarter (SE 1/4) of Section 29, Township 19 South, Range 62 East, M.D.M., City of North Las Vegas, Clark County Nevada.

End of description.

JP Forsman

7251 W. Lake Mead Blvd., Las Vegas, NV 89128 (702) 809-0880 jforsman@cox.net
C:\Users\Per4mance\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\2QFQF0R3\P-4087 El Campo Grande Site Legal Description.docx