

UNDERLYING RIGHTS AGREEMENT

This Underlying Rights Agreement ("**Agreement**") is made effective as of the latest date listed on the signature page to this Agreement ("**Effective Date**") and is entered into by and between Nevada Power Company, a Nevada corporation d/b/a NV Energy ("**NVE**"), and City of Las Vegas, a Nevada municipal corporation ("**CLV**"). For purposes of this Agreement, NVE and CLV are collectively referred to herein as the "**Parties**" and each a "**Party**."

RECITALS

A. WHEREAS, CLV has acquired certain real property by patents issued by the United States Department of Interior Bureau of Land Management ("**BLM**") under the Recreation and Public Purposes Act ("**RPPA**"), which real property is located in Las Vegas, Clark County, Nevada (the "**Patented Lands**"). A list of these patented lands and assigned patent identification number is attached hereto as **Exhibit A**.

B. WHEREAS, NVE did acquire certain right-of-way grants from the BLM for the installation, operation, maintenance and removal of certain utility substation and related facilities (the "**NVE Substation ROW Grants**"), portions of which are situated on the Patented Lands listed on Exhibit A. The NVE Substation ROW Grants are also listed on Exhibit A.

C. WHEREAS, CLV does maintain City owned and operated facilities on the Patented Lands listed in Exhibit A hereto and such City Facilities are served by NVE through its utility facilities that are also situated in the NVE Substation ROW Grants.

D. WHEREAS, CLV has notified NVE that once it received the patents for the R&PP lands, it took those properties subject to the NVE Substation ROW Grants.

E. WHEREAS, CLV has notified NVE that NVE owns a communications tower ("**Vegas Tower**") located within NVE's Vegas Substation, ("**Vegas Sub**") (the Vegas Tower and Vegas Sub are further described on **Exhibit B** hereto) which is situated within the boundaries of an NVE Substation ROW Grant that is now located on property patented to the CLV under the RPPA. CLV, as directed by BLM, has further taken the position that the Vegas Tower is not permitted under NVE ownership on the CLV's RPPA patent and that pursuant to the RPPA, the CLV's ownership of the underlying real property is in jeopardy due the ongoing operation of the Vegas Tower by NVE.

F. WHEREAS, NVE remains operating its utility substation facilities within the area of said underlying rights.

G. WHEREAS, CLV, as directed by the BLM, takes the position that, by virtue of its RPPA patents, it has replaced the BLM and BOR as the authority having jurisdiction over the portions of the NVE Substation ROW Grants situated on the Patented Lands and that NVE should have been, and should be, for the term of the NVE Substation ROW Grant, paying CLV the periodic fees owed thereunder.

H. WHEREAS, NVE has disputed certain facts or legal conclusions concerning the CLV's rights and remedies under the NVE Substation ROW Grants, federal regulation and local laws and administration of the NVE Substation ROW Grants and the right of NVE to maintain and operate the Vegas Tower within its Vegas Sub.

I. WHEREAS, NVE and CLV have met and conferred many times since approximately 2020 on the issues and after much deliberation and in an effort to avoid the risks and costs of administrative or legal actions, have agreed to certain terms and procedures to resolve the disputed issues concerning the NVE Substation ROW Grants and the Vegas Tower.

NOW, THEREFORE, pursuant to and in reliance on the foregoing recitations and in good consideration of the mutual promises, covenants, and agreements provided herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Resolution of the NVE Substation ROW Grants.

1.1 Rent. NVE will pay CLV for the NVE Substation ROW Grants (which total area is 6.19 acres) the annual rent \$132,200 per year, as it may be adjusted pursuant to this Section 1.1, for the term of the Substation ROW Grants. Rent shall be paid by January 10 of each year for the term of the Substation ROW Grants. NVE may pay the annual rent for the calendar years 2024 and 2025 as one lump sum within 30 days of the Effective Date of this Agreement in its discretion. NVE shall also be permitted to pay a 10-year lump sum payment of \$1,322,000 within 30 days of the Effective Date of this Agreement as detailed on Exhibit E. If NVE does not pay the 10-year lump sum payment, the annual payment due on January 10 for years 2026 through 2034 shall be determined by multiplying the base rent in effect for the previous year (with annual rent for 2025 of \$132,000 as the base year) by the percentage, rounded to the nearest hundredth of a percent, of increase in the annual average of the Consumer Price Index (CPI)—All Urban Consumers (U.S. City Average, All Items, Base Period 1982-84=100, Not Seasonally Adjusted, Series ID: CUUR0000SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics) between the most recent twelve-month period ending on November 30 as compared to the prior twelve-month period ending on November 30; or the nearest comparable data on changes in the cost of living, if such index is no longer published. In no event shall this calculation cause a reduction in the annual rent payment.

1.2 Back Rent. In exchange for and subject to the releases and waivers set forth in Section 4 of this Agreement, NVE will pay CLV the amount of \$132,200 annually commencing January 10, 2025 and for the following three years by January 10 of each year as payment for, and in full satisfaction of, any and all past rent or claims for past rent and associated interest, damages, penalties or similar due and owing for the NVE Substation ROW Grants. This payment schedule is further set forth in Exhibit E hereto.

1.3 Substation ROW Grants. The Parties agree that the following Substation ROW Grants are perpetual in nature, the terms and conditions set forth in each such grant shall remain in full force

and effect and shall govern the relationship by and between the Parties except as specifically set forth in this Agreement:

- NVE Substation BLM Grant N-54976 (Angel Park) on City BLM Patent 27-96-0031
- NVE Substation BLM Grant N-56097 (Police Memorial Park) on City BLM Patent 27-2006-015
- The Parties agree that BLM Grant NEV-0616168 (Bettye Wilson Park) on City BLM Patent expired on April 2, 2014. The Parties further agree that this Agreement shall license NVE's continued use of said grant through the term of this Agreement subject to the same terms and conditions as said grant and this Agreement.

2. Resolution of the Vegas Tower. Within 30 days of the Effective Date of this Agreement, NVE shall convey full ownership of the Vegas Tower and directly related equipment (collectively, the "Vegas Tower Asset") by a quitclaim bill of sale to the CLV. NVE shall also assign over any attachment contracts it is a party to for the Vegas Tower Asset, to CLV. CLV shall have full ownership of the Vegas Tower Asset and all rents or fees due from any attachment agreements it is assigned or enters into with third parties. CLV agrees to abide by any reasonable access or security measures as to the Vegas Tower Asset. CLV acknowledges that it shall be responsible for all utility service to the Vegas Tower Asset, including but not limited to electric service pursuant to the tariff rules of the electric service provider (which currently is NVE).

2.1 Quitclaim Bill of Sale. NVE shall convey, without warranty, its ownership of the Vegas Tower Asset to CLV via the form of bill of sale attached hereto as **Exhibit C**. CLV will assume all rights, title and liability for the Vegas Tower Asset upon receipt of the bill of sale.

2.2 Assigned Contracts. NVE shall assign to CLV the following attachment contracts in whole via the assignment instrument attached hereto as **Exhibit D** and shall assume all rights and obligations thereunder:

- ~~AT&T License 04 Vegas Sub FA10085613 L108~~
- TMO License 19 Vegas Sub VG08395B

3. Term of Agreement. This Agreement shall remain in effect for a period of 10 years after the Effective Date (the "Termination Date"). At a minimum of 1 year prior to the Termination, the Parties agree to commence negotiations to extend the term of this Agreement.

4. Waiver and Full Release. CLV hereby fully releases and forever waives and discharges NVE and its respective owners, stockholders, officers, agents, employees, attorneys, insurers, successors, and assigns, and its parent, subsidiary, and affiliated companies, corporations, and business entities, of and from all claims, known or unknown, asserted or unasserted, of whatever nature, now existing (including but not limited to claims for attorney fees and costs) relating in any way to the payment of rent or other fees that are alleged to be owed and due and owing under the NVE Substation ROW Grants, and relating in any way to the Vegas Tower or the rights, duties, obligations or liabilities associated with the Vegas Tower and its situs. Nothing contained in this Paragraph shall prevent either Party from commencing any action necessary to enforce any provision of this Agreement.

5. **No Liability.** By entering into this Agreement, no Party shall be deemed to admit: (a) any liability for any claims, causes of action, or demands; (b) any wrongdoing or fault; or (c) violation of any law, precedent, rule, regulation, or statute. Further, nothing contained in this Agreement may be construed as an admission against the interest of any Party.

6. **Remedies; Attorneys' Fees.** Notwithstanding anything herein to the contrary, nothing in this Agreement shall constitute a limitation to, or waiver of, any right to enforce any obligation or pursue any remedy provided under this Agreement (including the enforcement of the releases provided by the Parties hereunder). This Agreement may be plead as a full and complete defense to any claim that may be instituted, prosecuted or attempted in breach of this Agreement. The Parties further agree that their respective duties and obligations hereunder may be specifically enforced through an action seeking equitable relief or a petition for writ of mandamus by the Party for whose benefit such duty or obligation is to be performed, but no breach of any duty or obligation by any Party hereunder shall entitle the other Party to rescind or terminate this Agreement, except by mutual consent. In any such action, and in any action to enforce the provisions of the Agreement, the prevailing Party shall recover its reasonable attorneys' fees and costs.

7. **Representations and Warranties.** The Parties mutually understand, agree, and warrant:

a. That the execution, delivery, and performance of this Agreement and the persons executing the same on behalf of Parties have been duly and validly authorized (and by their execution hereof such persons individually represent and warrant that they are so authorized) and this Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of the Parties, enforceable in accordance with their respective terms;

b. That no promise or inducement has been offered except as set forth in this Agreement; and that the Parties have the legal authority to do all of the acts contemplated by this Agreement.

8. **Acknowledgments.** The Parties mutually understand, agree, and warrant:

(a) that NV Energy and CLV deny any legal liability and damages that was or could have been alleged in the dispute concerning the NVE Substation ROW Grants or the Vegas Tower; that any payments or other consideration made pursuant to this Agreement, is not to be construed as any admission of liability on the part of NV Energy or the CLV, but such payment and/or consideration is solely in compromise and settlement of disputed claims; that the amounts paid hereunder shall not be construed as a Party's opinion of value and is not an admission by any Party as to the fair market value of the rights granted, the Property, or any claims for damages;

(b) that the releases contained in this Agreement extend and apply to, and also cover and include, all unknown, unforeseen, unsuspected, and unanticipated injuries, claims, damages, losses, and liabilities, if any, arising from the matters addressed in this Agreement;

(c) that no promise or inducement has been offered except as set forth in this Agreement;

(d) that this settlement is in good faith and is equitable;

(e) that this Agreement is executed without reliance upon any statement or representation by any Party or its representatives concerning the nature and extent of the claimed damages or legal liability therefor;

(f) that the Parties are legally competent to execute this Agreement and to accept full responsibility therefor;

(g) that this Agreement and the releases set forth in it have been carefully read in their entirety by the Parties, who have had the benefit and advice of counsel of their choosing, and this Agreement and the releases set forth in this Agreement are known by the Parties to be in full and final and complete compromise, settlement, release, accord and satisfaction, and discharge of all claims and actions as above stated; and

(h) that in entering into this Agreement and the settlement and releases that are encompassed in it, the Parties are acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to any other party or parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any party.

(i) that any agreement(s) related to the Vegas Tower are in full force and effect and neither Party is aware of any agreement(s) related to the Vegas Tower that are in default.

Nothing contained in this Paragraph shall prevent any Party from commencing any action necessary to enforce any provision of this Agreement.

9. **Confidentiality.** CLV is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). CLV's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement is deemed to be a public record.

10. **Breach.** The Parties acknowledge and agree that in the event of a breach of this Agreement, damages may be hard to calculate, and specific performance is an appropriate remedy. Notwithstanding that, the Parties each reserve the right to seek any remedy available at law or equity, except where otherwise stated herein.

11. **Governing Law; Jury Trial Waiver.** This Agreement and any other documents referred to herein shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The Parties agree that any disputes or claims shall be resolved in a court of competent jurisdiction in the State of Nevada. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

12. **Notices.** Any notice or communication given or permitted to be given under this Agreement shall be deemed to have been given three (3) days following deposit of such notice or communication via email and in the United States mail, first class postage prepaid, certified mail return receipt requested, and addressed as follows:

If to NVE:
NV Energy
Attn: Director, Land Resources
6226 W. Sahara Ave., MS 09
Las Vegas, NV 89146

With a copy to:
NV Energy
Attn: Legal Department
6226 West Sahara Avenue M/S 03A
Las Vegas, NV 89146

If to CLV:
City of Las Vegas
Attn: Real Estate Manager
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

With a copy to:
City of Las Vegas
Attn: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

13. Execution and Delivery. This Agreement may be executed in counterparts, which taken together shall constitute one agreement binding on all Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original form. In making proof of this Agreement, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the Party to be charged.

14. Benefit and Assignment. There are no intended third-party beneficiaries of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as to affiliates, no Party shall assign its rights under this Agreement without the other Party's prior written consent.

15. Entire Agreement. This Agreement sets forth the entire agreement reached by the Parties and supersedes all other prior representations, statements, proposals, negotiations, discussions, and understandings regarding the same subject matter by the Parties. This is an integrated agreement. This Agreement may not be modified or amended except in a writing signed by all of the Parties hereto expressly referencing this Agreement.

16. Non-waiver. No course of dealing, course of performance, or failure of either Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of any term, right, or condition.

17. Relationship of the Parties. The relationship between the Parties shall not be that of partners, agents, insiders or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent and shall discharge their contractual obligations at their own risk.

18. Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The Parties agree that each of them and their respective legal counsel has reviewed and had an opportunity to revise this Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Instead, the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent.

19. Term. This Agreement shall remain in effect, from the Effective Date until the Termination Date. After the Termination Date, neither Party shall have any further obligations hereunder except that the provisions Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15 and 16 shall survive the Termination Date until the earliest of (i) any expiration date specifically set forth in such Section(s), or (ii) the applicable statute of limitations.

20. No Third Party Beneficiary Rights. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

[Remainder of page intentionally left blank; signature page follows]

UNDERLYING RIGHTS AGREEMENT

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Dated: November 6, 2024

Nevada Power Company, a Nevada
corporation d/b/a NV Energy

By: Max John

Its: VP, Env Svcs & Land Mgmt

Date of City Council Approval:

_____, 2024

City of Las Vegas
a Nevada municipal corporation

By: _____

Printed Name: _____

Its: Mayor

Attest:

By: _____

Printed Name: Dr. LuAnn D. Holmes

Its: City Clerk

Approved as to Form:

By: John S. Ridilla

Printed Name: John S. Ridilla

Its: Assistant City Attorney

Date: 11/6/24



EXHIBIT A

**LIST OF CLV PATENTED LANDS AND
NVE SUBSTATION ROW GRANTS**

CLV Property	Clark County Assessor's Parcel Number	NVE ROW Grant No.	CLV Patent No.
Angel Park	138-29-501-008	N-54976	27-96-0031
Bettye Wilson	138-22-201-004	N-061618	27-2003-0095
Police Memorial	138-07-401-017	N-56097	27-2006-0150

EXHIBIT B

DESCRIPTION OF VEGAS TOWER ASSET

1. An 80 feet tall, monopole communications tower and directly related equipment located within the indicated secured area on APN 138-29-501-008, with a common address of 1401 N. Durango Dr., Las Vegas, Nevada.
2. Aerial view as below:



EXHIBIT C

FORM OF BILL OF SALE

Bill of Sale and Waiver and Release

This Bill of Sale and Waiver and Release is entered into this ____ day of _____, 2024 (the “**Agreement**”), between Nevada Power Company, a Nevada corporation d/b/a NV Energy (“**Seller**”), and _____ (“**Buyer**”). The capitalized terms used, but not otherwise defined, herein have the same meanings ascribed to them in the Agreement.

In consideration of the terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, convey, assign, transfer and deliver to Buyer, all of Seller's right, title and interest in and to that certain communications tower that is listed and described in Exhibit A attached to this Agreement (the “Tower Asset”) and incorporated as if a part of, subject to all matters of record affecting the Tower Assets.

WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE TOWER ASSET INCLUDING WITHOUT LIMITATION, THE CONDITION OF SUCH TOWER ASSET GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES, INCLUDING BUT NOT LIMITED TO ASBESTOS CONTAINING MATERIAL, OR OTHER RELATED MATTERS ON SUCH TOWER ASSET, (B) THE SUITABILITY OF THE TOWER ASSET FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY OTHER PARTY MAY CONDUCT OR PUT THE TOWER ASSET TO, (C) THE COMPLIANCE OF OR BY ANY SUCH TOWER ASSET OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS) OR (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF SUCH HARNESS ASSETS.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS HAD THE OPPORTUNITY TO

INSPECT ALL OF THE TOWER ASSETS, AND BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF SUCH TOWER ASSET AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER INCLUDING, WITHOUT LIMITATION, WRITTEN MEMORANDA OR REPORTS RELATING TO ANY TITLE, ENVIRONMENTAL CONDITION OR OTHER MATTERS. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO ANY OF SUCH TOWER ASSET FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY WRITTEN MEMORANDA OR REPORTS RELATING TO TITLE, ENVIRONMENTAL CONDITION OR OTHER MATTERS THAT MAY HAVE BEEN FURNISHED TO BUYER.

BUYER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE TOWER ASSET AS PROVIDED FOR HEREIN SHALL BE MADE IN AN "AS-IS", "WHERE-IS" CONDITION WITH ALL FAULTS AND THAT SUCH TOWER ASSET SHALL BE SOLD AND CONVEYED BY SELLER AND PURCHASED AND ACCEPTED BY BUYER SUBJECT TO THE FOREGOING. BUYER ACKNOWLEDGES THAT THE WAIVERS AND DISCLAIMERS IN THIS PARAGRAPH ARE CONSPICUOUS.

Buyer acknowledges the inherent danger in the operation and maintenance of the Tower Asset and assumes all responsibility for same. Buyer waives, releases and discharges Seller and its predecessors, successors, parent companies, sister companies, affiliates, related entities, and each of their heirs, personal representatives, officers, directors, shareholders, managers, members agents, independent contractors, landlords, tenants, attorneys, insurers, employees, personal representatives, and assigns from any and all responsibility and liability for the Tower Asset or any construction, use, operation, maintenance, investigation or disposal thereof including but not limited to, all claims for personal injury or death and/or damage to property and any regulatory or governmental penalty or fine caused by Buyer's acquisition and use of the Tower Asset.

Subject to the restrictions of the Nevada Revised Statutes, Buyer agrees to the extent permitted by law that it will indemnify, defend and hold harmless the Seller and its predecessors, successors, parent companies, sister companies, affiliates, related entities, and each of their heirs, personal representatives, officers, directors, shareholders, managers, members agents, independent contractors, landlords, tenants, attorneys, insurers, employees, personal representatives, and assigns for any and all claims, demands, liabilities, obligations, suits, indebtedness, causes of action, misfeasance, malfeasance, controversies, losses, damages and costs (including attorney's fees), whether known or unknown, suspected or unsuspected, fixed or contingent, which Buyer now owns or holds, or at any time heretofore owned or held, which arise out of or could have arisen out of, relate to, are in any way connected to Buyer's ownership, construction, maintenance, operation, investigation and disposal, or any other possible act or omission, of the Tower Asset.

This Bill of Sale may be executed in one or more counterparts, all of which together shall be deemed to be of one instrument.

This Bill of Sale is effective as of _____, 2024 (the "Effective Date").

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement and all of its terms, conditions and provisions to be executed by their duly authorized representatives as of the Effective Date.

NEVADA POWER COMPANY, a Nevada corporation d/b/a NV ENERGY

By: Matthew John

Printed Name: Matthew John

Title: VP, Env. Svcs & Land Mgmt

Date: 11/6/24

THE CITY OF LAS VEGAS, a Nevada Municipal Corporation

By: _____

Printed Name: _____

Title: Mayor

Date: _____

Attest:

By: _____

Printed Name & Title: Dr. LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla

Printed Name & Title: John S. Ridilla, Assistant City Attorney

Date: 11/6/24



[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

EXHIBIT A to BILL OF SALE

LIST AND DESCRIPTION OF THE TOWER ASSET

1. An 80 feet tall, monopole communications tower and directly related equipment located within the indicated secured area on APN 138-29-501-008, with a common address of 1401 N. Durango Dr., Las Vegas, NV
2. Aerial view as below:

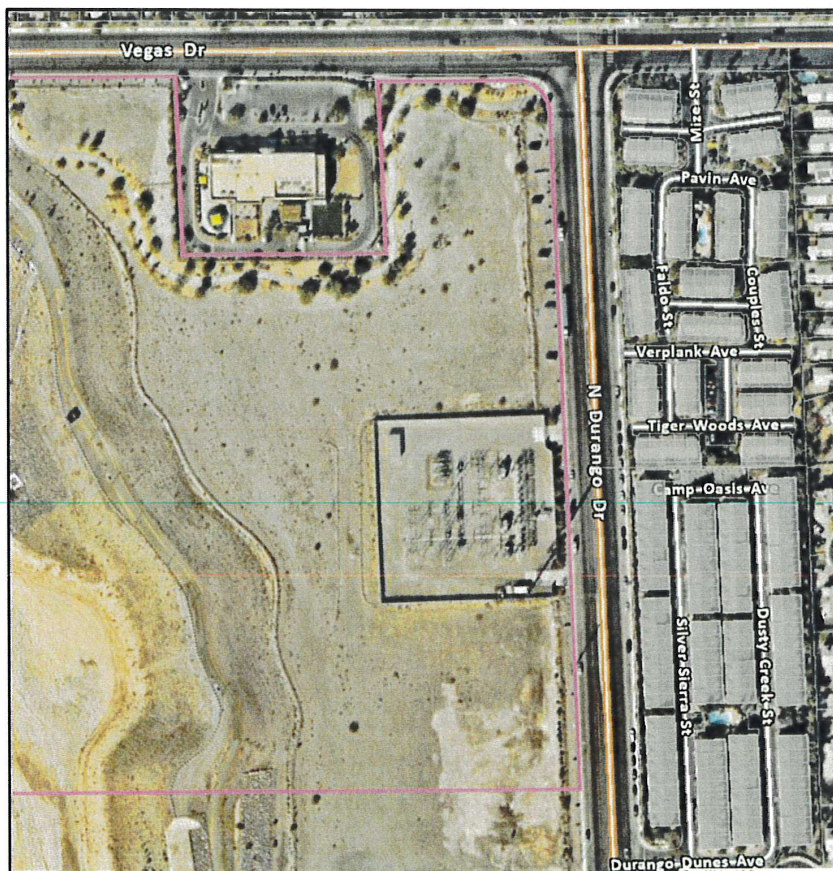


EXHIBIT D

FORM OF ASSIGNMENT INSTRUMENT

This Assignment and Assumption Agreement (“**Assignment**”) is made and entered between _____ (“**Assignor**”) and _____ (“**Assignee**”) (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

1. Assignor is a party to the following contract(s), referred to collectively as the “**Colocation Agreements**”:
 - A. AT&T License 04 Vegas Sub FA10085613 L108
 - B. TMO License 19 Vegas Sub VG08395B
2. Pursuant to the Underlying Rights Agreement by and between the Parties hereto, Assignor is to assign the rights, obligations and liabilities under the Colocation Agreements to Assignee.
3. The Parties agree to memorialize such assignment and assumption in this instrument.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Assignment, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Assignment. Assignor assigns to Assignee all of Assignor's (a) rights to and interest in the Colocation Agreements and (b) obligations and liabilities under the foregoing.
2. Assumption. Assignee accepts assignment of the Colocation Agreements, assumes all obligations and liabilities under the foregoing and agrees (a) to observe and perform all of the covenants, duties, obligations, provisions, terms and conditions in the Colocation Agreements and (b) to discharge all liabilities of Assignor to be observed, performed, paid or discharged in connection with the Colocation Agreements.
3. Assignor's Obligations and Liabilities. Assignor acknowledges and agrees that Assignor will be responsible for all obligations and liabilities in connection with the Colocation Agreements up to the effective date of this Assignment.
4. Further Actions. Each Party agrees, at its own expense, to execute and deliver, at the request of the other Party, such further instrument of transfer and assignment and to take any other action as the other Party may reasonably request or which may be necessary under the Colocation Agreements to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Benefit and Assignment. This Assignment is binding upon and inures to the benefit of the Parties and their respective successors and assigns. The Parties must not assign this Assignment or any rights or obligations under the Assignment without Utility's prior written consent.
6. Counterparts. The Parties may execute this Assignment in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
7. Choice of Law and Venue. This Assignment is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
8. Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Assignment, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Assignment state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.
9. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended, or should be construed, to confer upon or give any Person not a party to this Assignment any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision.
10. Amendments. Any changes, modifications, or amendments to this Assignment are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Assignment.
11. No Waiver. The failure of a Party to enforce any provision in this Assignment at any time, or to require performance by a Party of any provision in this Assignment at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Assignment, or the right of any Party or Utility to enforce each and every provision.
12. Performance of Acts on Business Days. Any reference in this Assignment to time of day refers to local time in Nevada. All references to days in this Assignment refer to calendar days, unless stated otherwise. Any reference in this Assignment to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Assignment falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
13. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT

OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY
FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A
JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY
TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

14. Effective Date: The date the last party to sign below signs this Agreement.

ASSIGNOR

By: Matthew Johns

Printed Name: Matthew Johns

Title: VP, Envt. Svcs & Land Mgmt

Date: 11/6/24

ASSIGNEE

By: _____

Title: Mayor

Printed Name: _____

Date: _____

Attest:

By: _____

Printed Name & Title: Dr. LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla

Printed Name & Title: John S. Ridilla, Assistant City Attorney

Date: 11/6/24



EXHIBIT E

**10-YEAR OPTIONAL LUMP SUM PAYMENT SCHEDULE
FOR NVE SUBSTATION ROW GRANTS IN LIEU OF ANNUAL PAYMENTS**

YEAR	PAYMENT
2024 (within 30 days of execution of Agreement)	\$1,322,000

PAYMENT SCHEDULE FOR BACK RENT SATISFACTION PAYMENTS

YEAR	PAYMENT
January 10, 2025	\$132,200
January 10, 2026	\$132,200
January 10, 2027	\$132,200
January 10, 2028	\$132,200