

**SOUTHWEST GAS CORPORATION****GAS MAIN EXTENSION AGREEMENT (NEVADA)
UTILIZING COMPANY PROVIDED TRENCH**

W.R. 1683101

Agreement 211-

CSS Account No. N/A

1. Agreement, Applicants

1.1 This is a Gas Main Extension Agreement ("Agreement") dated July 23, 2013 between Southwest Gas Corporation ("Southwest"), located at P. O. Box 98512 Las Vegas Nevada 89193-8512, and City of Las Vegas ("Applicant") located at 495 S. Main St. Las Vegas, NV 89101

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may hereafter specify in writing.

1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.

1.4 Until this Agreement is signed by an authorized representative of Southwest, this Agreement shall be deemed to be an estimate only and this estimate shall expire 90 days following the date identified in paragraph 1.1 above.

1.5 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

Garside Pool

FMA/Y/89146

3. Description and Sketch of the Requested Facilities

3.1 Annexed hereto as Exhibit A and incorporated by this reference is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): SG-G (L)

4.2 ☒ Southwest Trench ☐ Developer Trench

4.3 Appliances and/or Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

<i>Appliance and/or Equipment</i>	<i>Therms/Year</i>
Hot Water Boiler (2)	31,104
Water Heating (1)	2,148

5. Estimated Costs

5.1 Southwest will install the Subject Facilities as described in Exhibit A at an estimated cost of \$ 9,336.00. Applicant acknowledges that this is an estimate of cost only and agrees to pay Southwest for the actual cost of the Subject Facilities following the completion date. Applicant's liability under this paragraph shall be limited 10 % of the estimated costs.

5.2 Applicant acknowledges that, between the effective date of this Agreement and the Completion Date of the Subject Facilities, Southwest may incur certain costs and expenses, including, but not limited to, engineering time, materials, environmental and governmental conditions, etc., or other costs in addition to those estimated costs set forth in paragraph 5.1 which may not be known or anticipated as of the effective date of this Agreement, in furtherance of construction of the Subject Facilities. Applicant hereby agrees to reimburse Southwest for all such costs and expenses incurred by Southwest, notwithstanding the cap on costs in paragraph 5.1, whether or not Applicant proceeds with or completes its planned development, for whatever reason(s). Failure to reimburse Southwest constitutes a breach of this Agreement, and Southwest reserves the right to offset or otherwise apply any security to cure such breach or seek such other remedy as

Southwest deems necessary to recover such costs and expenses. Applicant expressly understands and agrees that the obligation to reimburse Southwest for the costs and expenses associated with the Subject Facilities shall survive the termination of this Agreement by either party for any reason.

5.3 Applicant shall give Southwest thirty (30) days prior written notice of any sale, assignment or other transfer of the property at the location set forth in paragraph 2 above to another third party. Within fifteen (15) days of receipt of such notice, Southwest shall provide Applicant with an invoice of all actual costs incurred by Southwest as of the date of the notice and an estimate of those costs expected to be incurred by Southwest up to the date of the proposed sale, assignment or other transfer, the total of which Applicant hereby agrees to pay to Southwest within ten (10) days of the date of such invoice.

5.4 On the Completion Date, Southwest will compare the actual construction costs incurred to construct the Subject Facilities, inclusive of any applicable federal income tax in accordance with NAC 704.6532, less any applicable allowance due to Applicant ("Final Cost") to the Estimated Cost paid by Applicant. If the Estimated Cost paid by Applicant is less than the Final Cost, Applicant hereby agrees to pay to Southwest the difference of the Final Cost over the Estimated Cost within thirty (30) days of presentment of an invoice by Southwest. If the Estimated Cost is greater than the Final Cost, Southwest will refund the difference to Applicant.

6. Payment Terms

6.1 Applicant agrees to pay Southwest, at least ten (10) days in advance of the estimated start of construction date specified in paragraph 9 hereof, the full estimated cost of the Subject Facilities, less any allowance to which Applicant may be entitled.

Estimated Cost \$ 9,336.00 Allowance (\$ -0-) Advance Required \$ 9,336.00

6.2 Notwithstanding the foregoing, if within one year from the Completion Date of the Subject Facilities, Applicant fails for whatever reasons, to take gas service in the amounts stated in paragraph 4.3 of this Agreement, as the basis for estimating Applicant's allowance, Southwest may recalculate such allowance and bill Applicant. Applicant shall pay Southwest the resulting advance required in accordance with Southwest's Rules filed with the Public Utilities Commission of Nevada ("Commission") in effect on the date of this Agreement as though gas service had been requested on the basis of the actual Appliances and/or equipment installed and utilized.

6.3 Southwest may, at its option, require Applicant to provide a bond or other surety guaranteeing Applicant's performance of its payment obligations under paragraph 6 of this Agreement.

7. Postponement

7.1 In the event Southwest postpones all or any portion of an advance, Applicant shall pay to Southwest immediately at the end of the postponement period all postponed amounts less any refund amount(s) to which Applicant is then entitled.

Amount: \$ n/a . End of Period: _____ , _____ .

8. Refunds

8.1 Southwest will refund to Applicant, without interest, the amount advanced in accordance with the free allowance and refund provisions of its Rules. In no event will the total refund exceed the amount advanced by Applicant. No advance will be refundable after five (5) years from the date Southwest is first ready to render service.

9. Estimated Dates of Commencement and Completion of Construction

9.1 Southwest estimates that construction of the Subject Facilities will begin on _____ and will be completed by approximately _____ ("Completion Date"); provided, however, that if the date on which the Subject Facilities actually are completed shall be more than thirty (30) days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be Noted accordingly.

9.2 Southwest makes no representations, warranties, or promises, either express or implied, with respect to any Completion Date for the Subject Facilities.

9.3 Applicant hereby acknowledges that the Start Date for Southwest to begin construction of the Subject Facilities is dependent on the date Applicant breaks ground on the development at the location set forth in paragraph 2 above ("Project Start Date"). If the Project Start Date is not within 180 calendar days of the effective date of this Agreement as set forth below, Applicant hereby agrees that this Agreement shall automatically terminate, in which case the parties must enter into a new agreement for the installation of the Subject Facilities.

10. Miscellaneous

10.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or delivery obligations as a result of any delay in completing construction of the Subject Facilities by the requested Completion Date, even if Southwest has been advised of the possibility of such damages.

10.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer of this Agreement or of any refunds which may become due hereunder shall be binding on Southwest without its written consent.

11. Copy of Agreement

11.1 Applicant hereby acknowledges receipt of a copy of this Agreement.

11.2 Applicant, nor its respective affiliates, directors, officers, employees, agents, permitted assignees shall disclose to any third party the terms and provisions of this Agreement without Southwest's prior written consent; provided, however that the Applicant may make such disclosure as required by law, and on a confidential basis, of the terms and provisions of this Agreement to their consultants and attorneys.

12. Ownership and Easements

12.1 The Subject Facilities will at all times be owned by Southwest.

12.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

12.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) Agreement to Section 12.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

13. Regulatory Changes Nevada Law

13.1 This Agreement is subject to the jurisdiction of the Commission.

13.2 The standard rules of Southwest in its Nevada Gas Tariff, as authorized by and on file with the Commission, to the extent applicable and as they may be changed from time to time, shall apply to the transaction to be performed hereunder and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement; provided that no change in any such Nevada Gas Tariff occurring after the date hereof shall increase the amount Applicant is obligated Applicant is obligated to advance or the amount Southwest may become obligated to refund hereunder.

13.3 The laws of Nevada shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the indicated date.

APPLICANT

Company Name

Applicant Signature

Print Name

Title

SOUTHWEST GAS CORPORATION

By _____

Crayton L. Jones, III - Director

Title

Southern Nevada Division - Energy Solutions

Division

Date Signed

Approved as to form

John S. Ridilla 8/6/13

John S. Ridilla
Deputy City Attorney

Date