## EXHIBIT N

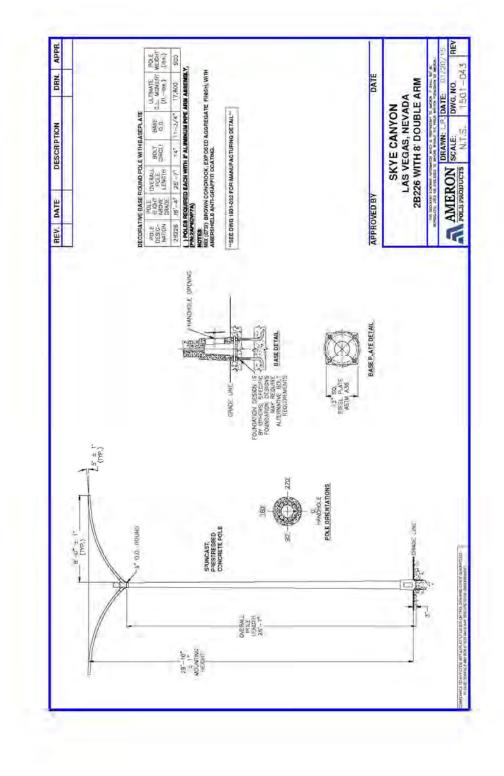
### SKYE CANYON DEVELOPMENT AGREEMENT STREET LIGHT DESIGN

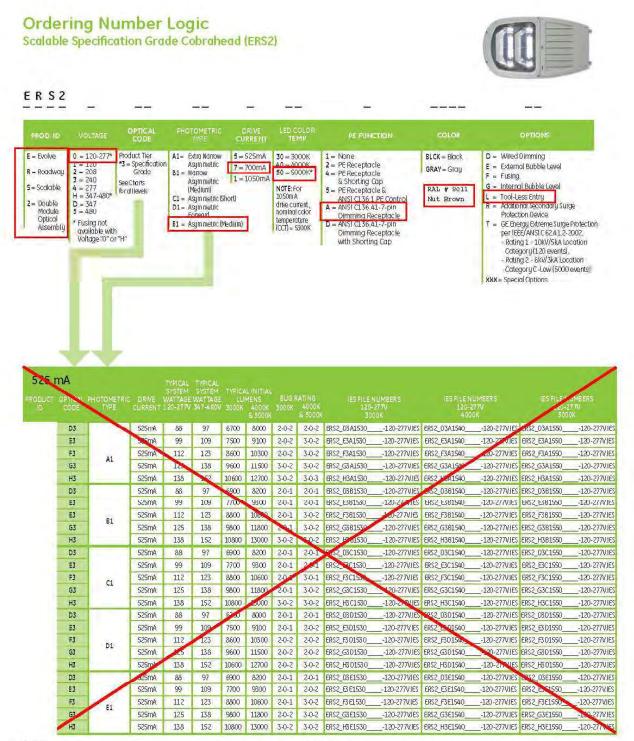
#### EXHIBIT N

### TO SKYE CANYON DEVELOPMENT AGREEMENT

### STREET LIGHTS

EXHIBIT N Revised February 6, 2015 Second Revision April 15, 2015 Arterial Lane with Median





#### NOTES:

Max Operating Ambient 50° C

#### Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
- Projected L70 (10K) > 100,000 at Ta 25C

Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Some 347-480V Not DLC Listed (Contact Manufacturer)
 For T Option Availability (Contact Manufacturer)

Scalable S	pecification	Grade Cobr	ahead (ERS2)
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525 PRODUCT		PHOTOMETRIC TYPE			TYPICAL SYSTEM WATTAGE 347-480V		L INITIAL MENS 4000K & 5000K	BUG I 3000K	RATING 4000K & 5000K		NUMBERS 480V 00K	IES FILE N 347-4 400			ombers 160V 0K
	D3		525mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_D3A1530_	-347-480V.IES	ERS2_D3A1540_	-347-480V.IES	cRS2_D3A1550_	-347-480V.IES
	E3		395mA	99	109	7500	9100	2-0-2	3-0-2	ERS2_E3A1530_	347-480V.IES	ERS2_E3A1540	347-490VJES	ERS2_E3A1550_	-347-480V.IES
	F3	A1	525mA	112	123	8600	10300	2-0-2	3.0.2	ERS2_F3A1530_	347-480V.IES	ERS2_F3A1540	47-480V.IES	ERS2_F3A1550	-347-480V.IES
	G3		52SmA	1.	138	9600	11500	302	302	ERS2_G3A1530_	347 480V.IES	ERS2_G3A15/	347 480V.IES	ERS2_G3A1550_	347 480V.IES
	H3	· · · · · ·	525mA	138	152	10600	12700	3-0-2	3-0-3	ERS2_H3A1530_	-347-480V.IES	ER\$2 11,41540_	347-480V.IES	ERS2_H3A1550	-347-480V.IES
	D3		S2SmA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3B1530_	-347-480V.IES	3452_03B1540_	-347-480V.IES	ERS2_D3B1550_	-347-480N.IES
	E3		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3B1530_	-347-48001ES	ERS2_E3B1540	-347-480V.IES	ERS2_E3B1550_	-347-480V.IES
	E3	61	525mA	112	123	8800	10000	2-0-1	3-0-2	ERS2_F3B1530_	347-480V.IES	ERS2_F3B1540_	-347-480V.IES	ERS2_F3B1550_	-347-480V.IES
	G3	DI	525mA	125	138	9800	11800	2.0-1	3-0-2	ERS2_G3B1530	-347-480V.IES	ERS2_G3B1540_	-347-480V.IES	ERS2_G3B1550_	-347-480V.IES
	H3	· · · · ·	525mA	138	152	10800	13000	3-0-2	2-0-2	ERS2_H201530_	-347-480V/IES	ERS2_H3B1540_	-347-480V.IES	ERS2_H381550_	-347-480V.IES
	D3		525mA	88	97	6900	8200	2-0-1	2-0-1	5%32_D3C1530_	-347-480V.IES	ERS2_D3C1540_	-347-480V.IES	ERS2_D3C1550_	-347-480V.IES
	E3		525mA	99	109	7700	9300	2-0-1	2.01	ERS2_53C1530_	-347-480V.IES	ERS2_E3C1540	-347-480V.IES	ERS2_E3C1550_	-347-480V.IES
	F3	CI	525mA	112	123	8800	10600	2-0-1	3-0-1	ERS2_F3C15.0	-347-480V/IES	ERS2_F3C1540_	-347-480V.IES	ERS2_F3C1550	-347-480V.IES
	G3	C1	525mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3C1530_	347-480V/IES	ERS2_G3C1540_	-347-480V.IES	ERS2_G3C1550_	-347-480N.IES
	H3		525mA	138	152	10800	1000	3-0-2	3-0-2	ERS2_H3C1530_	-347-46 QUIES	ERS2_H3C1540_	-347-480V.IES	ERS2_H3C1550_	-347-480V.IES
	D3		52SmA	88	97	670	8000	2-0-1	2-0-1	FRS2_0301530_	-347-480VIF3	5857_D3D1540_	-347-480VIES	FRS2_D3D1550_	-347-48(WIFS
	E3		525mA	99	109	7500	9100	2-0-1	2-0-2	ERS2_E3D1530_	-347-480V.IES	ERS2 1701540	-347-480V.IES	ERS2_E3D1550	-347-480V.IES
	F3	D1	525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1530_	-347-480V.IES	ERS2_F3D1540	-347-480V.IES	ERS2_F3D1550_	-347-480V.IES
	G3	DI	525mA	12	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1530_	-347-480V.IES	ERS2_G3D1540	47-480V.IES	ERS2_G3D1550_	-347-480V.IES
	H3		525m4	138	152	10600	12700	2-0-2	3-0-2	ERS2_H301530_	-347-480V.IES	ERS2_H3D1540_	-347-400VIES	ERS2_H3D1550_	-347-480V.IES
	D3		5-5mA	88	97	6900	8200	201	2.0-1	ERS2_D3E1530_	120 277V.IES	ERS2_03E1540_	120-277VJES	CS2_D3E1550	120 277V.IES
	E3		525mA	99	109	7700	9300	2-0-1	2-0-2	ERS2_E3E1530_	-347-480V.IES	ERS2_E3E1540_	-347-480V.IES	ER\$2_EX\$1550_	-347-480V.IES
	F3	1	525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2 F3E1530	-347-480V.IES	ERS2_F3E1540	-347-480V.IES	ERS2_F3E1550	-347-480V.IES
	G3	E1	525mA	125	138	9800	11800	2-0-2	3-0-2	ERS2_G3E1530_	-347-480V.IES	ERS2_G3E1540_	-347-480V.IES	ERS2_G3E1550_	-342-480V.IES
	H3		525mA	138	152	10800	13000	3-0-2	3-0-2	ERS2 H3E1530	-347-480V/IES	ERS2 H3E1540	-347-480V.IES	ERS2 H3E1550	-347-480 HES

700 r	nA			TYPICAL										
DDUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE		SYSTEM WATTAGE 120-277V	LUN 3000K	L INITIAL 4ENS 4000K § 5000K	BUG R 3000K	ATING 4000K & 5000K	IES FILE N 120- 300			NUMBERS ~277V ЮОК	IES FILE N 120-2 500	
	D3		700mA	113	8100	9700	2-0-2	3-0-2	ERS2_03A1730	-120-277V.IES	ERS2_D3A1740_	-120-277V.IES	ERS2_D3A1750	-120-277V.IES
	E3	1 1	700mA	130	9400	11300	3-0-2	3-0-2	ERS2_E3A1730	-120-277V.IES	ERS2_E3A1740_	-120-277V.IES	ERS2_E3A1750	-120-277V.IES
	F3	A1	700mA	148	10600	12800	3-0-2	3-0-3	ERS2_F3A1730	-120-277V.IES	ERS2_F3A1740_	-120-277V.IES	ERS2_F3A1750	-120-277V.IES
	G3		700mA	172	12000	14200	3-0-2	3-0-3	ERS2_G3A1730	-120-277V.IES	ERS2_G3A1740_	-120-277V.IES	ERS2_G3A1750_	-120-277V.IES
	H3		700mA	189	13300	15700	3-0-3	3-0-3	ERS2_H3A1730	-120-277V.IES	ERS2_H3A1740_	-120-277V.IES	ERS2_H3A1750_	-120-277V.IES
	D3		700mA	113	8300	10000	2-0-1	3-0-1	ERS2_D381730_	-120-277V.IES	ERS2_D3B1740_	-120-277V.IES	ERS2_D3B1750_	-120-277V.IES
	E3		700mA	130	9600	11600	2-0-1	3-0-2	ERS2_E381730	-120-277V.IES	ERS2_E3B1740_	-120-277V.IES	ERS2_E381750	-120-277V.IES
	F3	B1	700mA	148	10900	13100	3-0-2	3-0-2	ERS2_F3B1730	-120-277V.IES	ERS2_F3B1740_	-120-277V.IES	ERS2_F381750	-120-277V.IES
	G3		700mA	172	12100	14600	3-0-2	3-0-2	ERS2_G3B1730	-120-277V.IES	ERS2_G381740_	-120-277V.IES	ERS2_G3B1750_	-120-277V.IES
	H3	-	700mA	189	13400	16100	3-0-2	3-0-2	ERS2_H3B1730	120-277V.IES	ERS2_H3B1740_	-120-277V.IES	ERS2_H381750	120-277V.IE
	D3		700mA	113	8300	10000	2-0-1	3-0-1	ERS2_D3C1730_	-120-277V, IES	ERS2_D3C1740_	-120-277V.IES	ERS2_D3C1750_	-120-277V.IE
	E3		700mA	130	9600	11600	2-0-1	3-0-2	FRS2_F3C1730_	-120-277V.IFS	FRS2_E3C1740_	-120-277V.IFS	ERS2_E3C1750_	-120-277V/FS
	F3	C1	700mA	148	10900	13100	3-0-2	3-0-2	ERS2_F3C1730_	-120-277V.IES	ERS2_F3C1740_	-120-277V.IES	ERS2_F3C1750	-120-277V.IES
	G3		700mA	172	12100	14600	3-0-2	3-0-2	ERS2_G3C1730	-120-277V.IES	ERS2_G3C1740_	-120-277V.IES	ERS2_G3C1750_	-120-277V.IE
	H3		700mA	189	13400	16100	3-0-2	3-0-2	ERS2_H3C1730	-120-277V.IES	ERS2_H3C1740_	-120-277V.IES	ERS2_H3C1750_	-120-277V.IE
	D3		700mA	113	8100	9700	2-0-2	2-0-2	ERS2_D3D1730	-120-277V.IES	ERS2_D3D1740_	-120-277V.IES	ERS2_D3D1750_	-120-277V.IE
	E3		700mA	130	9400	11300	5.0.5	2.0.2	ER\$2_E301730_	_ 120 277V.IES	ERS2_E3D1740_	-120-277V.IES	ERS2_E3D1750	120-277V.IES
	F3	D1	700mA	148	10600	12800	2-0-2	3-0-2	ER\$2_F3D1730_	-120-277V.IES	ERS2_F3D1740_	-120-277V.IES	ERS2_F3D1750	-120-277V.IES
	G3		700mA	172	12000	14200	2-0-2	3-0-2	ERS2_G3D1730	-120-277V.JES	ERS2_G301740_	-120-277V.IES	ERS2_G3D1750_	-120-277V.IE
	H3		700mA	189	13300	15700	3-0-2	3-0-2	ERS2_H3D1730	-120-277V.IES	ERS2_H3D1740_	-120-277V.IES	ERS2_H3D1750_	-120-277V.IE
	D3		700mA	113	8300	10000	2-0-1	2-0-2	ERS2_D3E1730	-120-277V.IES	ERS2_D3E1740_	-120-277V.IES	ERS2_D3E1750	-120-277V.IE
	E3		700mA	130	9600	11600	2-0-2	3-0-2	ERS2_E3E1730	-120-277V.IES	ERS2_E3E1740_	-120-277V.IES	ERS2_E3E1750	-120-277V.IES
	F3	E1	700mA	148	10900	13100	3-0-2	3-0-2	ERS2_F3E1730	-120-277V.JES	ER52_F3E1740_	-120-277V.IES	ERS2_F3E1750_	-120-277V.IES
	G3		700mA	172	12100	14600	3-0-2	3-0-2	FRS2 G3F1730	-120-277V/IES	FRS2 G3E1740	-120-277V/IES	FRS2 G3F1750	-120-277V.IES
	H3		700mA	189	13400	16100	3-0-2	3-0-2	ERS2 H3E1730	-120-277V.IES	ERS2 H3E1740	-120-277V.IES	ERS2 H3E1750	-120-277V.IES

NOTES: • Max Operating Ambient 50° C • 347-480V Not Available in 700mA & 1050mA • For T Option, Contact Manufacturer

Lumen Maintenance • Projected L91 (10K) ≥ 50,000 at Ta 25C. • Projected L70 (10K) > 100,000 at Ta 25C. Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

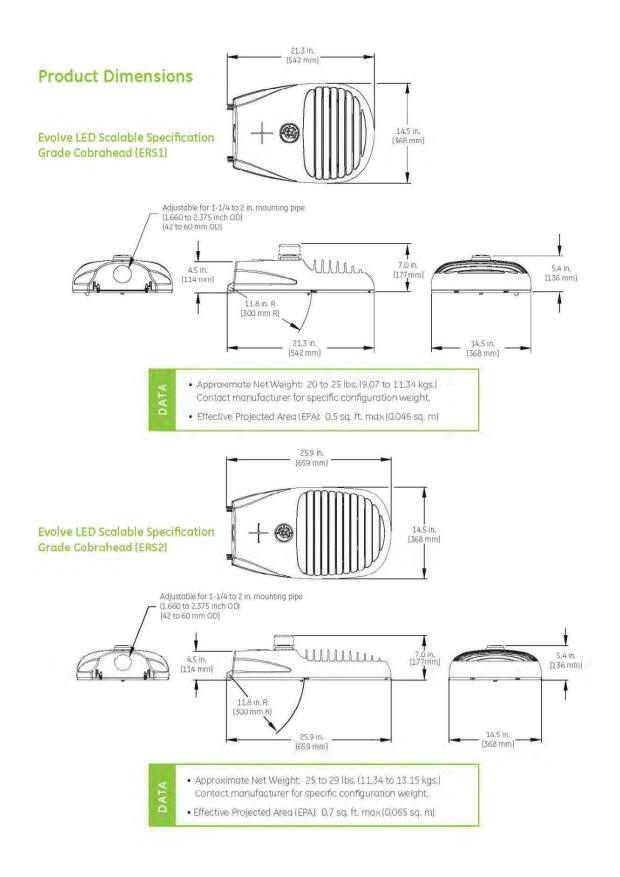
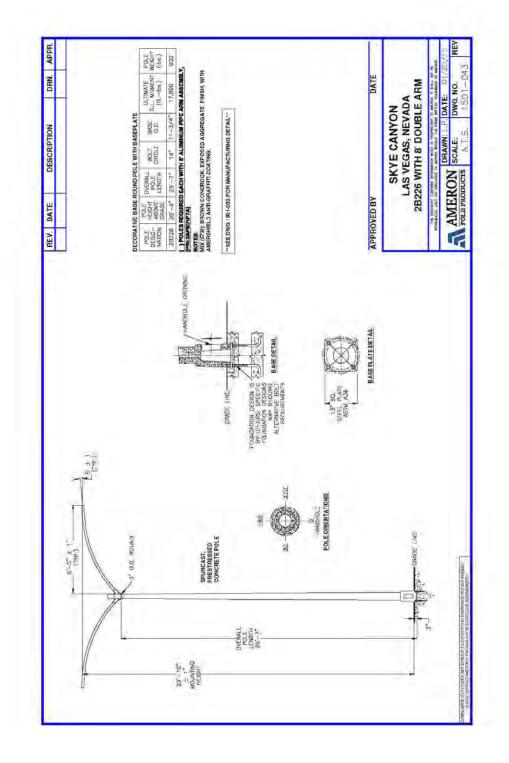
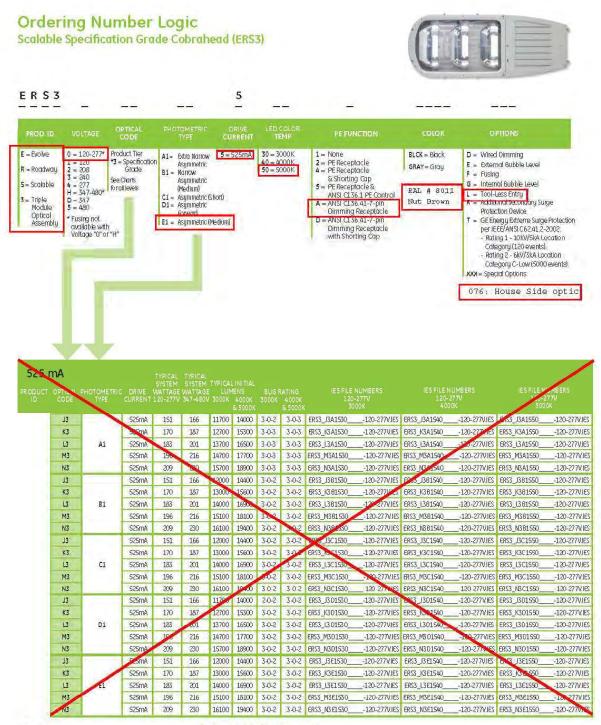


EXHIBIT N Revised February 6, 2015 Second Revision April 15, 2015 Arterial Lane





#### NOTES:

• Max Operating Ambient 50° C

+ Max Operating Ambient 45° C for 347-480V

For T Option, Contact Manufacturer

#### Lumen Maintenance

Projected L91 (10K) ≥ 50,000 at Ta 25C

Projected L70 (10K) > 100,000 at Ta 25C

Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

#### Scalable Specification Grade Cobrahead

525 I	nA			TYPICAL SYSTEM	TYPICAL	туріса	LINITIAL								
RODUCT	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT		WAT TAGE 347-480V	LU	MENS 4000K & 5000K	BUG I 3000K	RATING 4000K & 5000K	347-	NUMBERS 480V 00K	IES FILE N 347-4 400	480V	IES FILE N 347-4 500	
	D3		525mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_D3A1530_	-347-480V.IES	ERS2_D3A1540_	-347-480V.IES	ERS2_D3A1550_	-347-480V.IES
	E3		525mA	99	109	7500	9100	2-0-2	3-0-2	ER\$2_E3A1530_	-347-480V.IES	ERSZ_E3A1540_	-347-480V.IES	ERS2_E3A1550_	-347-480V.IES
	F3	A1	52SmA	112	123	8600	10300	2-0-2	3-0-2	ERS2_F3A1530_	-347-480V.IES	ER\$2_F3A1540_	347-480V.IES	ERS2_F3A1550	-347-480V.IES
	G3	AI	525mA	125	138	9600	11500	3-0-2	3-0-2	ERS2_G3A1530_	-347-480V.IES	ERS2_G3A1540_	347-480V.IES	ERS2_G3A1550_	-347-480V.IES
	H3		525mA	138	152	10600	12700	3-0-2	3-0-3	ERS2_H3A1530_	-347-480V.IES	ERS2_H3A1540_	-347-480V.IES	ERS2_H3A1550_	-347-480V.IES
	D3	1	525mA	88	97	6900	8200	2-0-1	2-0-1	ER\$2_D3B1530_	-347-480V.IES	ERS2_D3B1540_	-347-480V.IES	ERS2_D3B1550	-347-480V.IES
	E3		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3B1530_	347+480V.IES	ER\$2_E3B1540_	-347-480V.IES	ERS2_E3B1550	-347-480V.IES
	E3	61	525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F381530_	-347-480V.IES	ERS2_F3B1540_	-347-480V.IES	ERS2_F381550_	-347-480V.IES
	63	DI	52SmA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3B1530_	-347-480V.IES	ERS2_G3B1540_	347-480V.IES	ERS2_G3B1550	-347-480V.IES
	H3	· · · · · · ·	525mA	138	152	10800	13000	3-0-2	3-0-2	ER\$2_H3B1530_	-347-480V.IES	ERS2_H3B1540_	-347-480V.IES	ERS2_H3B1550	-347-480V.IES
	D3		525mA	88	97	6900	8200	2-0-1	2-0-1	ER\$2_D3C1530_	-347-480V.IES	ER\$2_D3C1540_	-347-480V.IES	ERS2_D3C1550_	-347-480V.IES
	E3	1.1	525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3C1530_	-347-480V.IES	ERS2_E3C1540_	-347-480V.IES	ERS2_E3C1550_	-347-480VIES
	F3	C1	525mA	112	123	8800	10600	2-0-1	3-0-1	ER\$2_F3C1530_	-347-480V.IES	ERS2_F3C1540_	-347-480V.IES	ERS2_F3C1550	-347-480V.IES
	G3	CI.	525mA	125	138	9800	11800	2-0-1	3-0-2	ER\$2 G3C1530	-347-480V.IES	ERS2 G3C1540	-347-480V.IES	ER\$2 G3C1550	-347-480V.IES
	H3		525mA	138	152	10800	13000	3-0-2	3-0-2	ER\$2_H3C1530_	-347-480V.IES	ERS2_H3C1540_	-347-480V.IES	ERS2_H3C1550_	-347-480V.IES
	D3		525mA	68	97	6700	8000	2-0-1	2-0-1	ERS2_D3D1530_	-347-480V.IES	ERS2_D3D1540_	-347-480VIES	ERS2_0301550_	-347-480V.IES
	E3		525mA	99	109	7500	9100	2-0-1	2-0-2	ERS2_E3D1530_	-347-480V.IES	ER\$2_E301540_	347-480V.IES	ERS2_E3D1550_	-347-480V.IES
	F3	D1	525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1530_	-347-480V.IES	ERS2_F3D1540_	-347-480V.IES	ERS2_F3D1550_	-347-480V.IES
	G3		525mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1530_	-347-480V.IES	ERS2_G3D1540_	-347-480V.IES	ERS2_G3D1550_	-347-480V.IES
	H3	· · · · ·	525mA	138	152	10600	12700	2-0-2	3-0-2	ERS2_H3D1530_	-347-480V.IES	ERS2_H3D1540_	-347-480VIES	ERS2_H3D1550_	-347-480V.IES
	D3		525mA	88	97	6900	8200	2-0-1	Z-0-1	ERS2_D3E1530_	-120-27/V.IES	ERS2_D3E1540_	-120-27/V.IES	ERSZ_D3E1550	-120-277V.IES
	E3		525mA	99	109	7700	9300	2-0-1	2-0-2	ER\$2_E3E1530_	-347-480V.IES	ERS2_E3E1540	-347-480V.IES	ERS2_E3E1550	-347-480V.IES
	F3	E1	525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3E1530	-347-480V.IES	ERS2_F3E1540	-347-480V.IES	ERS2_F3E1550	-347-480V.IES
	G3	E1	525mA	125	138	9800	11800	2-0-2	3-0-2	ERS2_G3E1530_	-347-480V.IES	ERS2_G3E1540_	-347-480V.IES	ER\$2_G3E1550	-347-480V.IES
	H3		525mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3E1530_	-347-480V.IES	ERS2_H3E1540_	-347-480V.IES	ERS2_H3E1550_	-347-480V.IES

NOTES: • Max Operating Ambient 50° C • 347-480V Not Available in 700mA & 1050mA • For T Option, Contact Manufacturer

- Lumen Maintenance Projected L91 (10K) ≥ 50,000 at Ta 25C Projected L70 (10K) > 100,000 at Ta 25C Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

#### Scalable Specification Grade Cobrahead

5 n	nA			TYPICAL SYSTEM	TYPICAL		PICAL								
CT	CODE	PHOTOMETRIC TYPE			WATTAGE 347-480V		MENS	BLIG I 3000K	RATING 4000K & 5000K	347	NUMBERS -480V 900K	IES FILE N 347-4 400		IES FILE NI 347-4 5000	80V
	23		S2SmA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23A1530_	347-480VIES	ERS1_23A1540	347-480V.ies	ERS1_23A1550	347-480Vies
	A3		525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3A1530	347-480V.IES	ERS1_A3A1540	347-480V.ies	ER\$1_A3A1550	347-480V.ies
	B3	AI	525mA	60	66	4500	5400	2-0-1	2-0-1	ERS1_B3A1530_	347-480V.IES	ERS1_B3A1540	347-480V.ies	ERS1_B3A1550_	347-480Vies
	C3		525mA	73	80	5500	6600	2-0-1	2-0-2	ERS1_C3A1530_	347-480V.IES	ERS1_C3A1540	347-480V.ies	ERS1_C3A1550_	347-480Vies
	23		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23B1530_	347-480V.IES	ER\$1_2381540	347-480V.ies	ERS1_2381550_	_347-480V.ies
	A3	81	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3B1530_	347-480V.IES	ER\$1_A3B1540	347-480V.ies	ERS1_A3B1550_	347-480V.ies
	B3	81	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3B1530_	347-480V.IES	ERS1_8381540	347-480V.ies	ER\$1_B3B1550_	347-480Vies
	C3		52SmA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3B1530_	347-480V.IES	ERS1_C3B1540	347-480V.ies	ER\$1_C381550_	347-480Vies
	23		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23C1530_	347-480V.IES	ERS1_23C1540_	347-480V.ies	ERS1_23C1550_	347-480V.ies
	A3	C1	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3C1530_	347-480V.IES	ERS1_A3C1540	347-480V.ies	ERS1_A3C1550_	347-480V.ies
	B3	CI	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3C1530_	347-480V.IES	ERS1_B3C1540	347-480V.ies	ER\$1_B3C1550_	347-480V.ies
	G		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3C1530_	347-480V.IES	ERS1_C3C1540	347-480V.ies	ERS1_C3C1550_	347-480Vies
	23		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_2301530_	347-480V.IES	ERS1_2301540_	347-480V.ies	ERS1_2301550_	347-480V.ies
	A3	D1	S25mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3D1530_	347-480V.IES	ERS1_A3D1540_	347-480V.ies	ERS1_A3D1550_	_347-480V.ies
	B3	DI	525mA	60	66	4500	5400	1-0-1	1-0-1	ERS1_83D1530	347-480V.IES	ERS1 B3D1540	347-480V.ies	ERS1 8301550	347-480V.ies
1	C3		52SmA	73	80	5500	6600	1-0-1	2-0-1	ERS1_C3D1530_	347-480V/IES	ERS1_C3D1540_	347-480V.ies	ERS1_C3D1550_	347-480V.les
	23	1	525mA	31	34	2300	2800	1-0-0	1-0-1	ERS1_23E1530_	347-480V.IES	ERS1_23E1540	347-480V.ies	ERS1_23E1550_	347-480Vies
	A3	E1	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3E1530_	347-480V.IES	ERS1_A3E1540	347-480V.ies	ERS1_A3E1550_	347-480V.ies
	B3	- 13	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3E1530_	3.47-480V.IES	ERS1_B3E1540_	347-480V.ies	ERS1_B3E1550_	347-480V.ies
	G		52SmA	73	80	5600	6800	2-0-1	2-0-1	CRS1_C3E1530_	347-480V/ICS	CRS1_C3E1540	347-480V.ies	DRS1_C3C1550_	

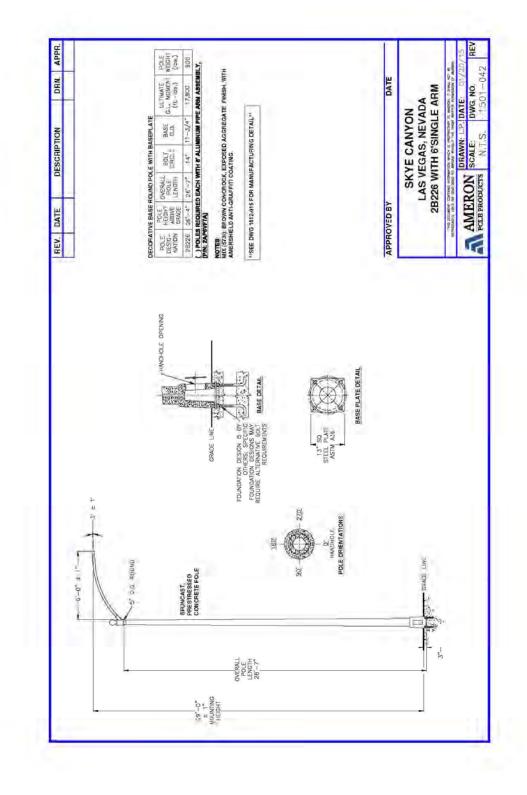
NOTES: • Max Operating Ambient 50° C • 347-480V Not Available in 700mA & 1050mA • For T Option (Contact Manufacturer)

#### Lumen Maintenance

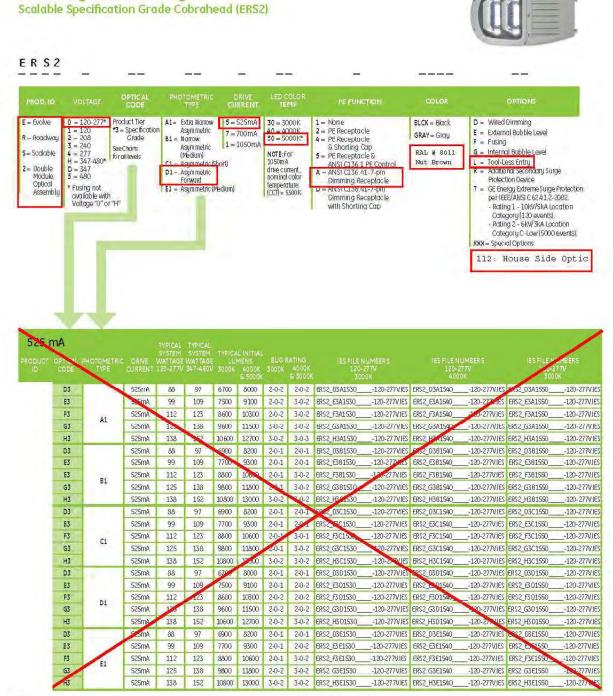
- Projected L91 (10K) ≥ 50,000 at Ta 25C
   Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

EXHIBIT N Revised February 6, 2015 Second Revision April 15, 2015





**Ordering Number Logic** 



#### NOTES:

Max Operating Ambient 50° C

- Some 347-480V Not DLC Listed (Contact Manufacturer)
   For T Option Availability (Contact Manufacturer)
- Lumen Maintenance
- Projected L92 (10K)  $\geq$  50,000 at Ta 25C
- Projected L70 (10K) > 100,000 at Ta 25C

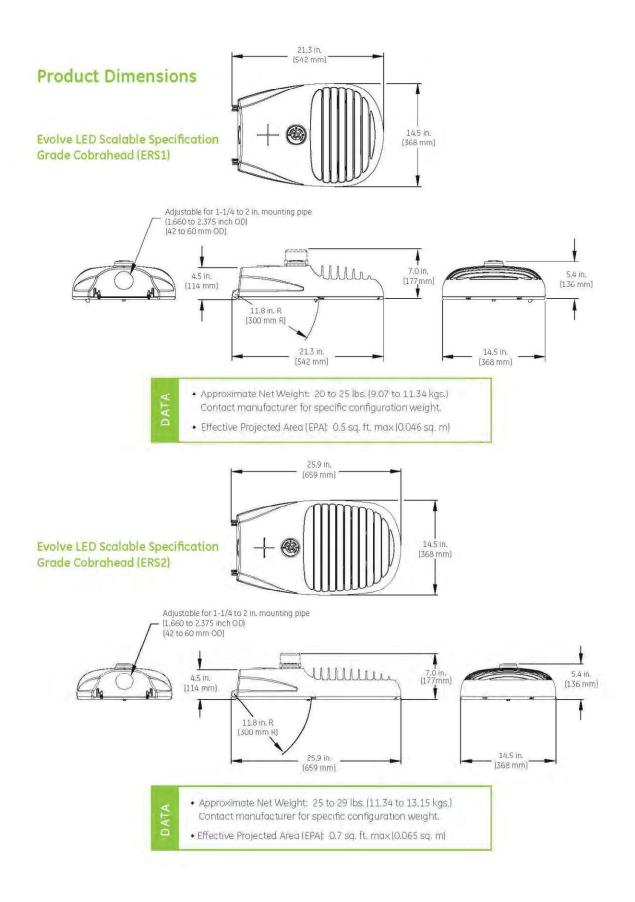
Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

#### Scalable Specification Grade Cobrahead

525 I	mA			TYPICAL	TYPICAL		PICAL								
ID ID	OPTICAL CODE	PHOTOMETRIC TYPE			WATTAGE		MENS	BUG 3000K	RATING 4000K & 5000K		NUMBERS -480V 00K	IES FILE N 347-4 400		IES FILE NU 347-48 5000	
	23		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23A1530_	347-480V/IES	ERS1_23A1540_	347-480V.ies	ERS1_23A1550	347-480V,ies
	A3		525mÅ	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3A1530_	347-480V.IES	ERS1_A3A1540_	347-480V.ies	ERS1_A3A1550	347-480V.ies
	83	A1	525mA	60	66	4500	5400	2-0-1	2-0-1	ERS1_B3A1530_	347-480V.IES	ERS1_83A1540_	_347-480V.ies	ERS1_B3A1550_	347-480V.ies
	G		525mA	73	80	55.00	6600	2-0-1	2-0-2	ERS1_C3A1530_	347-480V.IES	ERS1_C3A1540_	347-480V.ies	ERS1_C3A1550_	347-480V.ies
	23		525mA	31	34	23:00	2800	1-0-1	1-0-1	ERS1_23B1530_	347-480V.IES	ERS1_2381540_	347-480V.ies	ERS1_23B1550	347-480V.ies
	A3		525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3B1530_	347-480V.IES	ERS1_A3B1540_	347-480Vies	ERS1_A3B1550	347-480V.ies
	B3	B1	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3B1530_	347-480V.IES	ERS1_8381540_	347-480V.ies	ERS1_8381550_	_347-480V.ies
	G	1	525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3B1530_	347-480V.IES	ERS1_C3B1540_	347-480V.ies	ERS1_C3B1550_	347-480V.ies
	23		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23C1530_	347-480V.IES	ERS1_23C1540_	347-480V.ies	ERS1_23C1550	
	A3		525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3C1530_	347-480V.IES	ERS1_A3C1540_	347-480V.ies	ERS1_A3C1550	347-480V.tes
	83	C1	525mÅ	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3C1530	_347-480V.IES	ERS1_83C1540_	347-480V.ies	ERS1_B3C1550	347-480V.ies
	G		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3C1530	347-480V.IES	ERS1_C3C1540_	347-480V.ies	ERS1_C3C1550	347-480V.ies
	23		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23D1530_	347-480V.IES	ERS1_23D1540_	347-480V.ies	ERS1_23D1550_	
	A3	1.1	525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3D1530_	347-480V.IES	ERS1_A3D1540_	347-480V.ies	ERS1_A3D1550	347-480V.ies
	83	D1	525mA	60	66	4500	5400	1-0-1	1-0-1	ERS1_83D1530	347-480V.IES	ERS1_83D1540	347-480V.ies	ERS1_83D1550	347-480V.ies
	G		525mA	73	80	5500	6600	1-0-1	2-0-1	ERS1_C3D1530_	347-480V.IES	ERS1_C3D1540_	347-480V.ies	ERS1_C3D1550_	347-480V.ies
	23		525mA	31	34	2300	2800	1-0-0	1-0-1	ERS1_23E1530_		ERS1_23E1540_	347-480V.ies	ERS1_23E1550	
	A3	1	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3E1530_	347-480VIES	ERS1_A3E1540	347-480V.ies	ERS1_A3E1550_	347-480Mies
	83	E1	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_83E1530	347-480V/IES	ERS1_B3E1540	347-480V.ies	ERS1_B3E1550	347-480V.ies
	G		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1 C3E1530	347-480V.IES	ERS1 C3E1540	347-480V.ies	ERS1 C3E1550	347-480V.ies

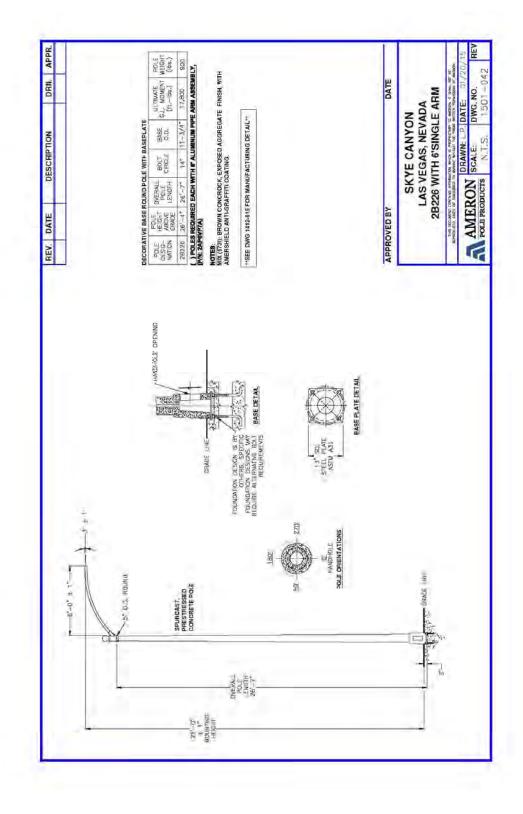
#### Lumen Maintenance

- NOTES: Max Operating Ambient 50° C 347-480V Not Available in 700mA & 1050mA For T Option (Cantact Manufacturer)
  - Projected L91 (10K) ≥ 50,000 at Ta 25C
     Projected L70 (10K) > 100,000 at Ta 25C
  - Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

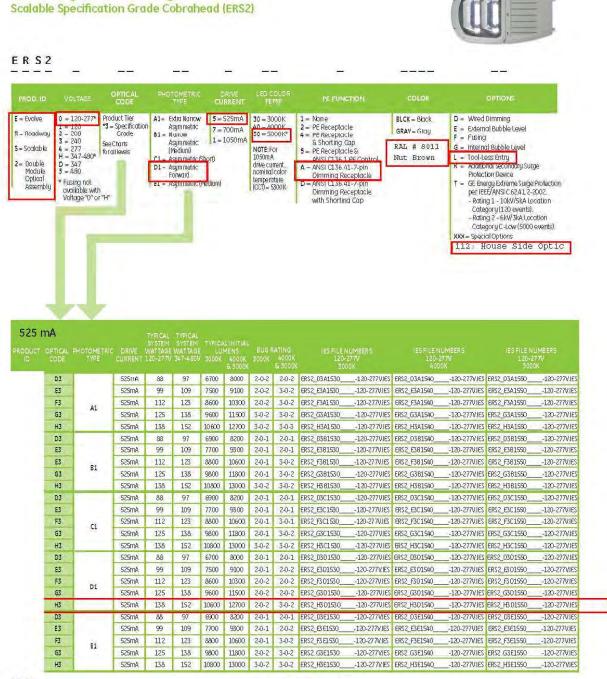


ALLU.	Ĩ	S			NOIE 10			WEIGHT	(Ibs.)	900	×					e	1	AD THE	NED	王	USING	빌		z							E BOW	1/14	0	2
		"P" LEVEL CONFIG CODES	-	-	N RELEA	-	F	5	(ftlbs.)	17,800	) POLES REQUIRED EACH WITH 6' ALUMINUM PIPE ARM ASSEMBLY, PAN: 2AP6VPTA)			ST. R TEST	POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS. PROTECTIVE COAT SKPOSED PC. WIRES AT POLE ENDS.	DASET STILL THE THE STRESSED WITH (4) STOP DAY, A 4410 (1) STRAWD) CABLES. THE ARM SSSEMBLY MAY BE BOTATED TO ANY OBJENTATION PER	1 00000	20 LBS) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE	LOADS IMPARTED BY A SINGLE ARM END TYPE LUMINAIRE (NOT TO EXCEED 2.5 SO. FT. EPA. 50 LBS.); THE POLE DEPICTED IS DESIGNED	TO WITHSTAND THE LOADS IMPARTED BY THE SINGLE ARM AND THE	SINGLE LUMINAIRE, AS DESIGNED PER THE 2013 AASHTO LTS-6 USING A 90 MPH WIND 70NE (3-SECOND GLISTS) CRITERIA FOR STREET LIGHT	A 90 MPH WIND ZONE (3-SECOND GUSTS) CHITEHIA FOR STREET LIG POLES. PLEASE CONTACT & ADVISE AMERON ENGINEERING IF THE		10. POLE SHOWN IS SUITABLE FOR CAPPED BASEPLATE (ENCASED IN CONCRETE), OTHERWISE, OTHER NON-CAPPED INSTALLATION		DATE				ARM	THIS DOCUMENT CONTINUE INCREMENTION WHICH IS PROPRETARY TO AMERICIA. IT SHALL NOT BE REPROTECT. LISED OF DISCORSED TO ANYORE WITHOUT THE PRIOR WITHOUT THE REMEMBER.		DWG NO	1412-015
		"P" LEVEL CO	MIX	FINISH	BASEPLATE			BASE C.L.	-	11-3/4" 1	M PIPE AR		AUGHEGA	LINDER TE	T POLE EN	ANY ORIE		SIGNED T	E DEPICTE	THE SINGL	E 2013 AAS	RON ENGIN	JES.	PED INST.			NO	;	1	IGLE /	ETARY TO AMERO	DAT	UWC	
		H.	2	EI.	EASE -			-		14" 11-5	ALUMINU		ATING.	fo @ 26 DAYS = 6,000 PSI, USINGAN, CYLINDER TEST.	POLES MANUFACTURED PER ASTM C-1069-13 SPECIFICA PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.	TATED TO		NING IS DE	THE POL	ARTED BY	D PER THE	VISE AMER	INTENDED LOADING EXCEEDS THESE VALUES	CAPPED B	PLATE		SKY CANVON	NEVADA	JUR Y	2B226 WITH 6' SINGLE ARM	HICH IS PROPRI	DRAWN-I D DATE-	SCALE.	NTS
		DES		۲۸				ALL BOLT		-	CH WITH 6	a la contra de l	AFFITI CO/	SI, USING	D PER AS	AV RF RO	MENTS.	THIS DRAV	A. 50 LBS.)	ADS IMP	DESIGNE	ACT & AD	(CEEDS TH	BLE FOR (	CED BASEF		SKV			HIIM	INFORMATION W		-	1825
		"F" LEVEL CONFIG CODES	+	41373	SID	and a set	L L L	HT OVERALL		-4" 26'-7"	UIRED EAC		AMERSHIELD ANTI-GRAFFITI COATING.	S = 6,000 P	COAT EXI	SEMBLY N	CUSTOMER'S REQUIREMENTS.	CTED ON	RIED BY P	ND THE LO	NAIRE, AS	ASE CONT	DADING E)	OTHERWI	GALVANIZ	BY			1222	28226	UMENT CONTAMS		AMERON	POLE PRODUCTS
		"F" LEVEL	COATING	HH COVER	חטטא אטטט				-	26 26'-4"	( ) POLES REQUENTS ( PIN: 2AP6VPTA	i	ERSHIELD	@ 28 DAY	DIECTIVE	CABLES.	STOMER'S	LBS) DEPI	CEED 2.5 S	WITHSTA	IGLE LUMI	LES. PLE	ENDED LC	NCRETE),	QUIRES A	APPROVED BY					REPRODUCED.	-	AN	POLE
		OPTIO	0	표	DOD			POLE DESIG-	NATI	28226	( ) PO	NOTES	AMA	9 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4				201	EXC	10	SIN	POI	INI	10.PO	REG	APP							1	<
(	ALL CAP	15	× / ++++	THE PARTY PARTY PARTY	NUT BROWN (P7)		T I I I I I I I I I I I I I I I I I I I			1	(4) 1/2 - 13UUC × 12" LG.	1	TOP MOUNT DETAILS	B" WITH 10-1/2" DIA.		1) DOOR	S HOLE	DIA. X AND STATE	/2" LG. ENT +					四一	R BOLTS BASE DETAIL (BY OTHERS)	11-3/4" 0.D.		90" APART ON A 13-1/2" TO	NXXX	ジャンド	BACFWAY		BASE FLAIE VEIAL	
	())	-3' ± 1' (INCLUDES MOUNTING ) & WASHERS '' A WASHERS''' INCLUDED WITH P			STUDS - NUT BROWN (	XX 45 (MPs)						1	TOP MOUNT DETAILS	AANDHOLE OPENING 3-1/8" x 9-1/8" WITH 10-1/2" DA. X	<u> </u>	WITH STANDARD (STD) DORR	Access Hole	6-11/2" DIA X		GRADE LINE CRADE LINE				OR EQUIVALENT BY OTHERS)	BASE DETAIL	11-3/4" 0.D.	T		13" SQ. × 3/4" NYXY	ジャンド	+ (∞ + 1/4" ± 1/4" + 1/4" + 1.0.		BASE FLATE DETAIL	
-	())	± 1' (INCLUDES MOUNTING )			STUDS	(THE) (THE)						1	SPUNCAST, PRESTRESSED	LE HANDHOLE OPENING 3-1/8" × 9-1/8" WIH	<u> </u>	WITH STANDARD (STD) DOOR	ACCESS HOLE			BUT TATA 2.10 GRADE LINE TATA 2.10				ONS OR EQUIVALENT BY OTHERS)	BASE DETAIL	11-3/4" 0.D.	REQUIRE ALLENDATIVE BULL FOLL DALL		NXXX	ジャンド	$1 = 1/4^{1/3} \pm 1/4^{1/3} = $		BASE FLATE DELAIL	An Priss Delayingts (AD Taux MATEED - sectories oncine and located area.
(	REMOVABLE BALL CAP	± 1' (INCLUDES MOUNTING )	32" + 1" 0		STUDS - 2/1	(THE) (THE)						1		CONCRETE POLE 3-1/8" x 2-1/8" WITH	<u> </u>	WITH STANDARD (ST	ACCE			710 710			ASTM F1554 GRADE 36, GALV. C. T. T. L.	OR EQUIVALENT BY OTHERS)	BASE DETAIL	11-3/4" 0.D.	REQUIRE ALLENDATIVE BULL FOLL DALL		13" SQ. x 3/4"	ジャンド			DASE FLAIE DETAIL	MERANCE TO AVY CODE AND FINAL TO REPORT OF ANA MARTER OF ANA MARTERS DE EXERCIVITATE AMARDAUE Y VIA, AVY SAROTISC OF A RETARDATE

EXHIBIT N Revised February 6, 2015 Second Revision April 15, 2015 Minor Lane with Sidewalk



**Ordering Number Logic** 



#### NOTES:

Max Operating Ambient 50° C

Some 347-480V Not DLC Listed (Contact Manufacturer)

For T Option Availability (Contact Manufacturer)

#### Lumen Maintenance

• Projected L92 (10K) ≥ 50,000 at Ta 25C

Projected L70 (10K) > 100,000 at Ta 25C

Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

#### Scalable Specification Grade Cobrahead

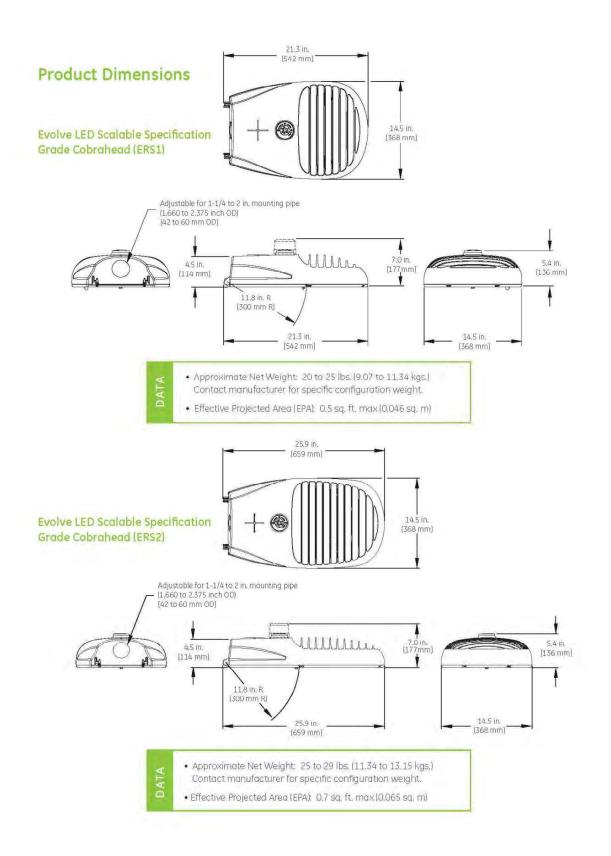
525 r	mA			TYPICAL SYSTEM	TYPICAL		PICAL								
ODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE		WATTAGE 120-277V	WATTAGE		MENS	BUG 3000K	RATING 4000K & 5000K	347	NUMBERS -480V 00K	IES FILE 1 347- 40		IES FILE NI 347-41 5000	30V
	23		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23A1530_	347-480V.IES	ERS1_23A1540_	347-480V.ies	ERS1_23A1550_	347-480V.ie
	A3		525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3A1530_	347-480V.IES	ERS1_A3A1540	347-480V.ies	ERS1_A3A1550	347-480V.ie
	B3	AL	525mA	60	66	4500	5400	2-0-1	2-0-1	ERS1_B3A1530_	347-480V.IES	ERS1_B3A1540	347-480V.ies	ERS1_B3A1550_	347-480V.ie
	C3		525mA	73	80	5500	6600	2-0-1	2-0-2	ERS1_C3A1530_	347-480V.IES	ERS1_C3A1540_	347-480V.ies	ERS1_C3A1550_	347-480V.ie
	23		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23B1530_	347-480V.IES	ERS1_23B1540_	347-480V.ies	ERS1_2381550_	347-480V.ie
	A3	61	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3B1530_	347-480V.IES	ERS1_A3B1540_	347-480V.ies	ERS1_A3B1550	347-480V.ie
	B3	81	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3B1530_	347-480V.IES	ERS1_B3B1540_	347-480Vies	ERS1_B3B1550_	347-480V.ie
	C3		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C381530_	347-480V.IES	ERS1_C3B1540_	347-480V.ies	ERS1_C3B1550_	347-480V.ie
	23		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23C1530_	347-480V.IES	ERS1_23C1540	347-480V.ies	ERS1_23C1550	347-480V.ie
	A3	C1	525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3C1530_	347-480V.IES	ER\$1_A3C1540_	347-480V.ies	ERS1_A3C1550_	347-480Vie
	63	u	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3C1530_	347-480V.IES	ERS1_B3C1540_	347-480V.ies	ERS1_B3C1550_	347-480V.ie
	C3		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3C1530_	347-480V.IES	ERS1_C3C1540_	347-480V.ies	ERS1_C3C1550_	347-480V.ie
	23		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_2301530_	347-480V.IES	ERS1_23D1540_	347-480V.ies	ERS1_23D1550_	347-480V.ie
	A3		525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3D1530_	347-480V.IES	ER\$1_A3D1540_	347-480V.ies	ERS1_A3D1550_	347-480V.ie
	83	D1	525mA	60	66	4500	5400	1-0-1	1-0-1	ERS1_B3D1530_	347-480V.IES	ERS1_B3D1540_	347-480V.ies	ERS1_83D1550	347-480V.ie
	C3		525mA	73	80	5500	6600	1-0-1	2-0-1	ERS1_C301530	347-480V.IES	ERS1_C3D1540_	347-480V.ies	ERS1_C3D1550_	347-480V.ir
	23		525mA	31	3.4	2300	2800	1-0-0	1-0-1	ERS1_23E1530_	347-480V.IES	ER\$1_23E1540_	347-480V.ies	ERS1_23E1550_	_347-480V.ie
	A3		525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3E1530_	347-480V.IES	ERS1_A3E1540_	347-480V.ies	ERS1_A3E1550_	
	B3	E1	525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3E1530_	347-480V.IES	ERS1_B3E1540_	347-480V.ies	ERS1_B3E1550_	347-480V.ie
	G		525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1 C3E1530	347-480V/IES	ERS1 C3E1540	347-480V.ies	ERS1 C3E1550	347-480V.ie

NOTES:

- Max Operating Ambient 50° C
  347-480V Not Available in 700mA & 1050mA
  For T Option (Contact Manufacturer)

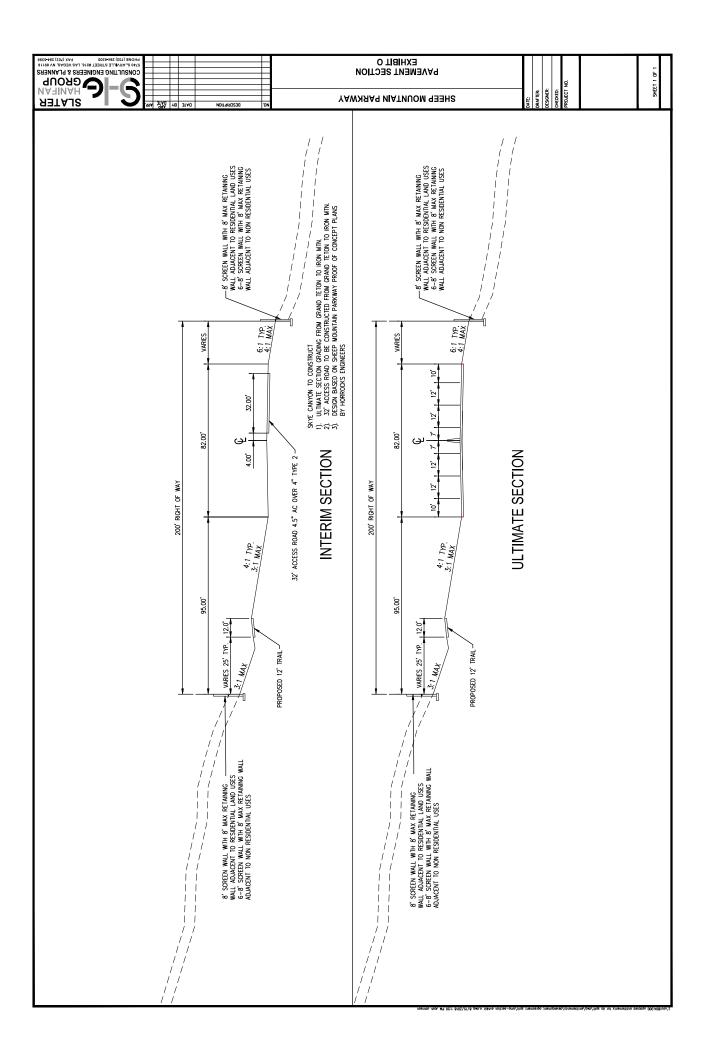
#### Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
   Projected L70 (10K) > 100,000 at Ta 25C Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



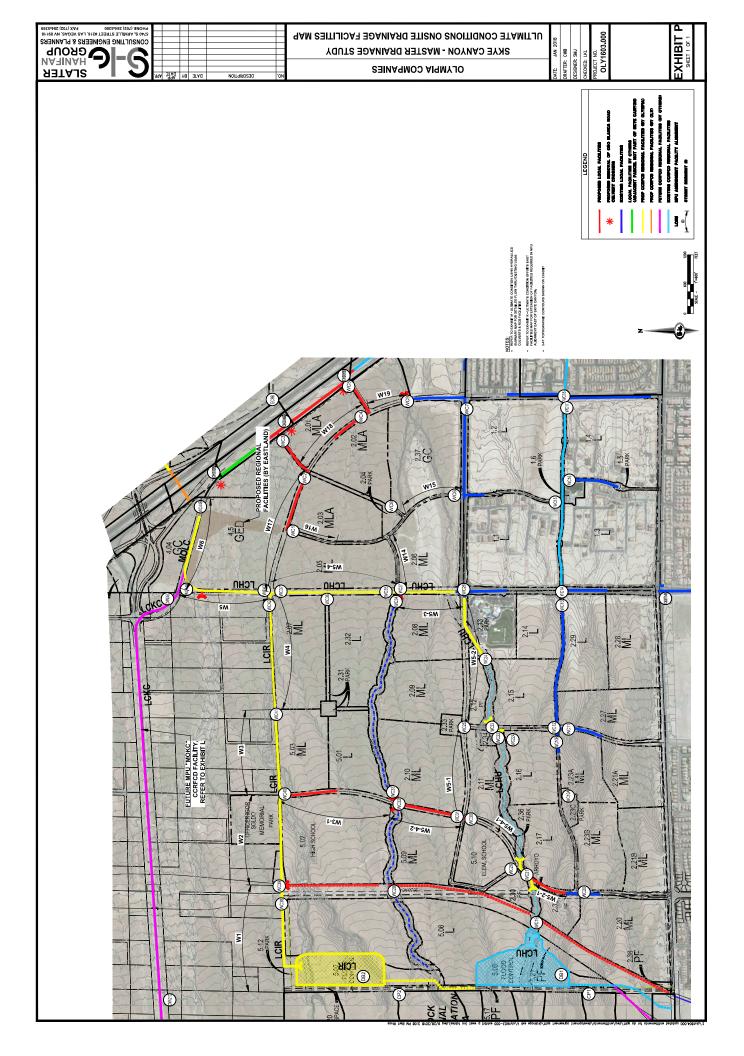
## EXHIBIT O

## SKYE CANYON DEVELOPMENT AGREEMENT SHEEP MOUNTAIN PARKWAY PAVEMENT SECTION



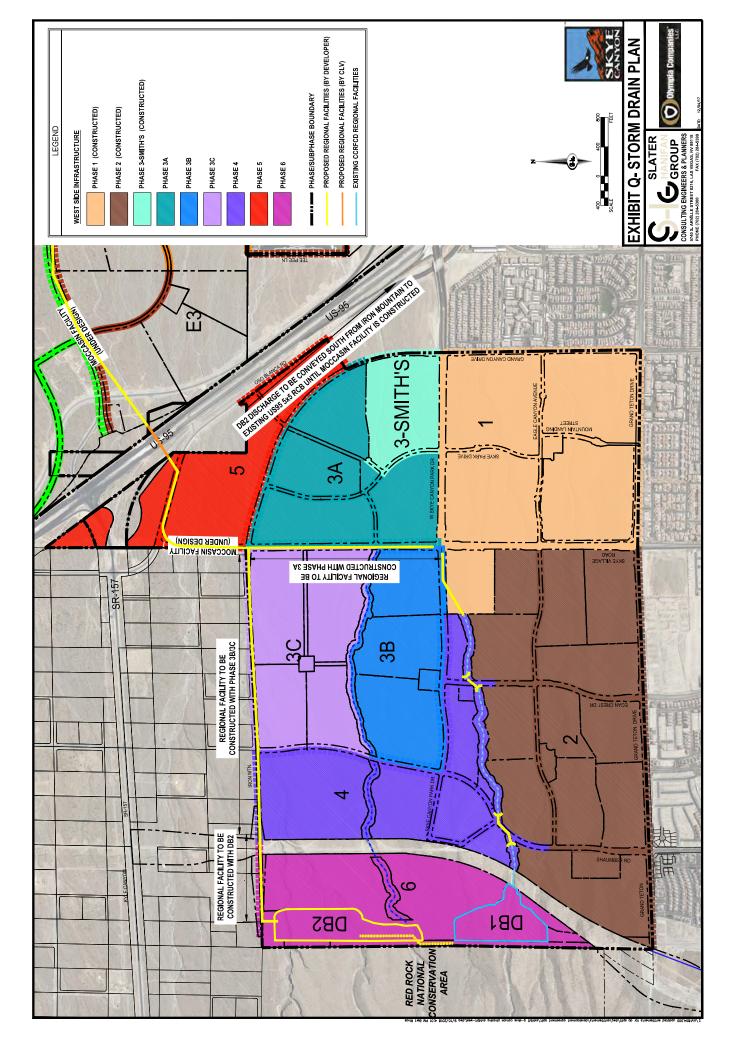
## EXHIBIT P

### SKYE CANYON DEVELOPMENT AGREEMENT MPU EXHIBIT



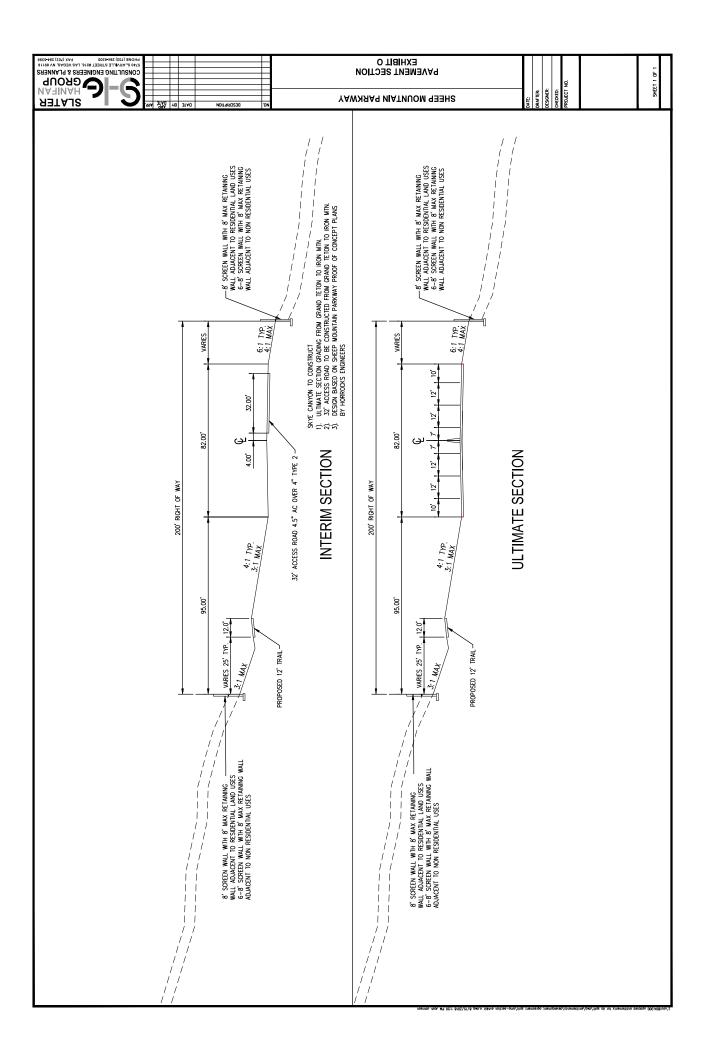
## EXHIBIT Q

# EXHIBIT Q



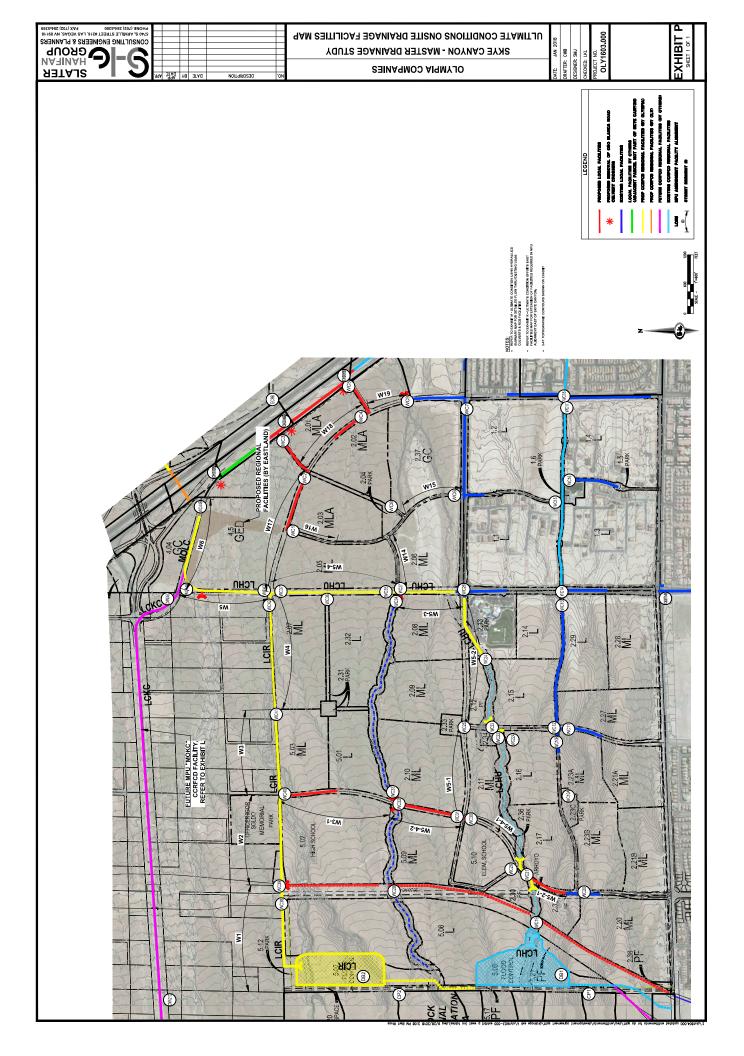
## EXHIBIT O

## SKYE CANYON DEVELOPMENT AGREEMENT SHEEP MOUNTAIN PARKWAY PAVEMENT SECTION



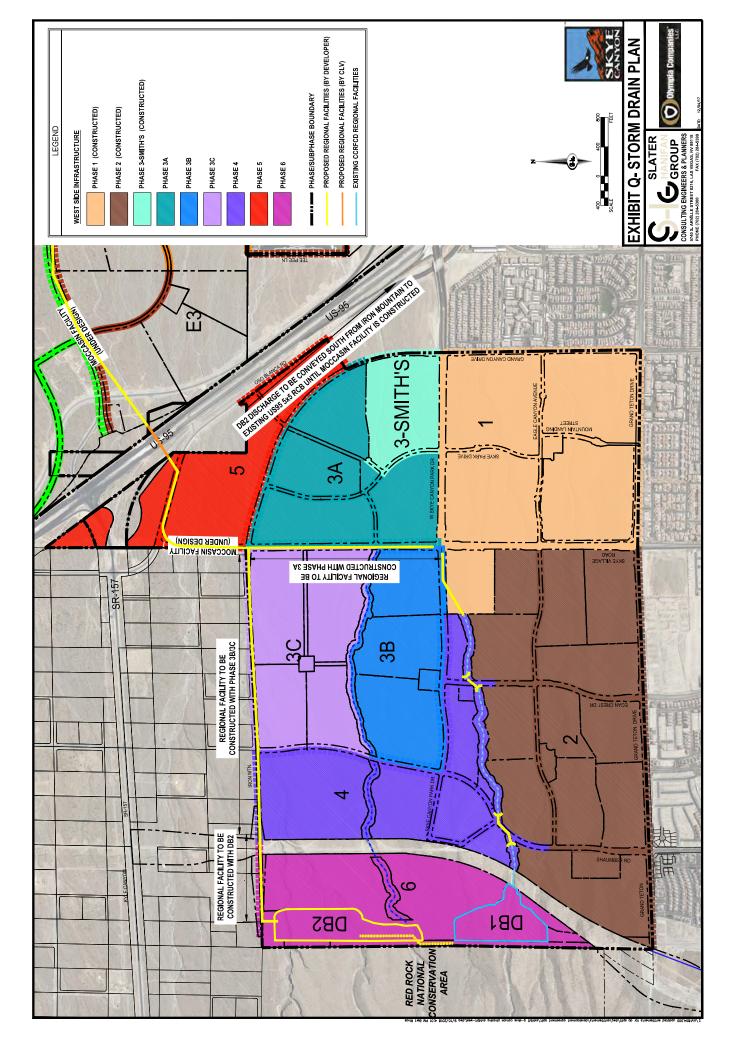
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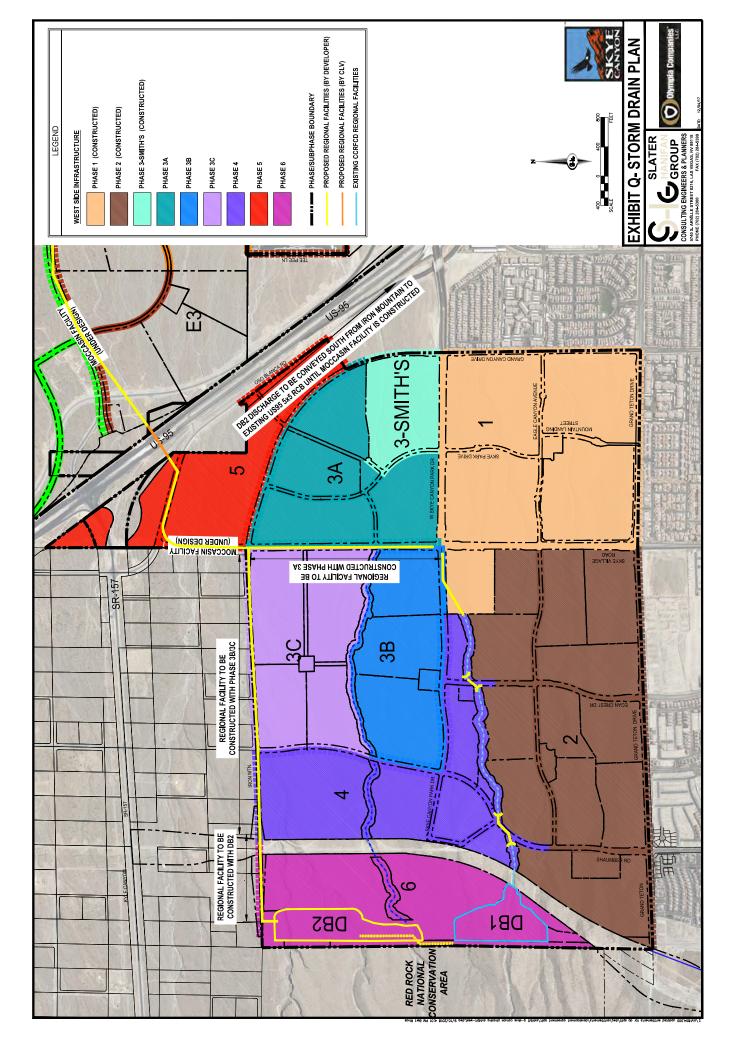
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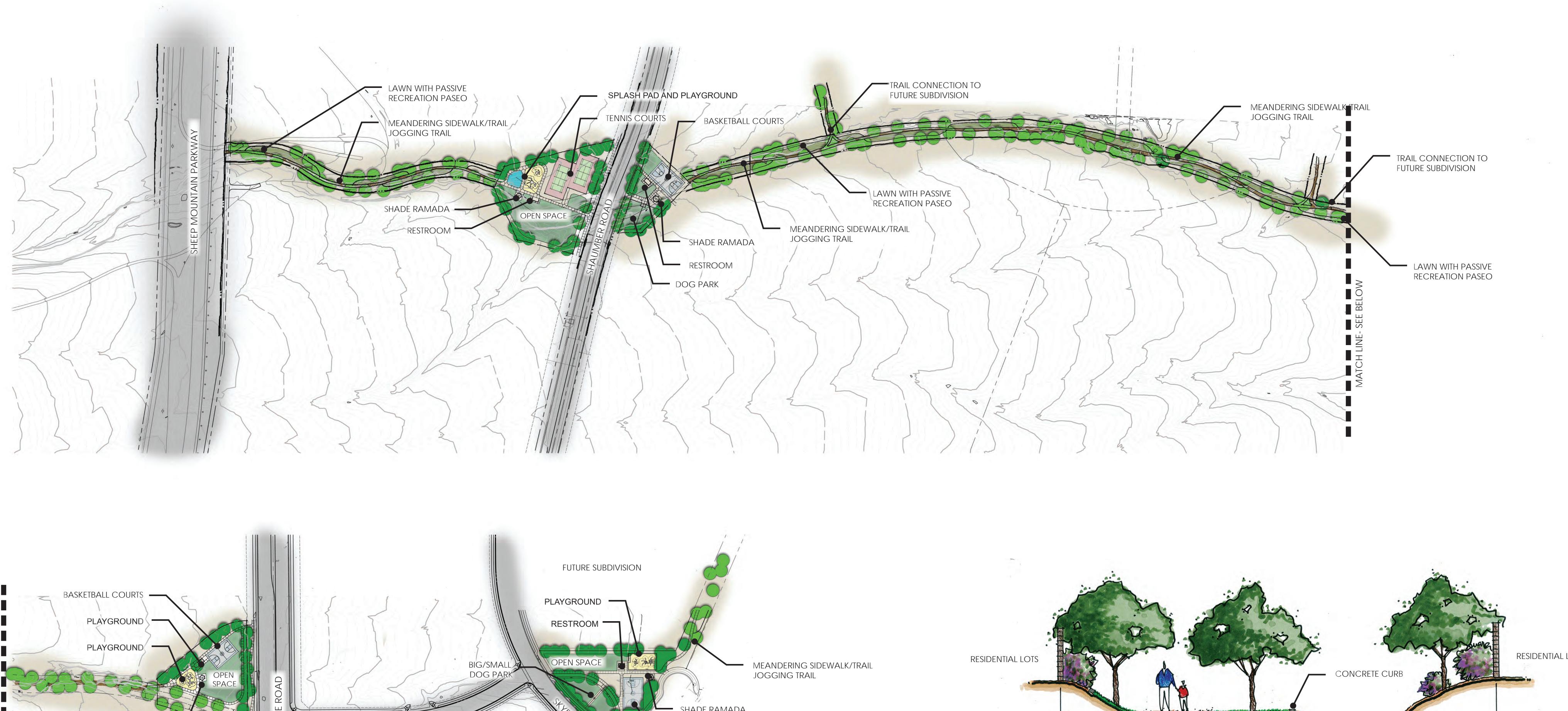
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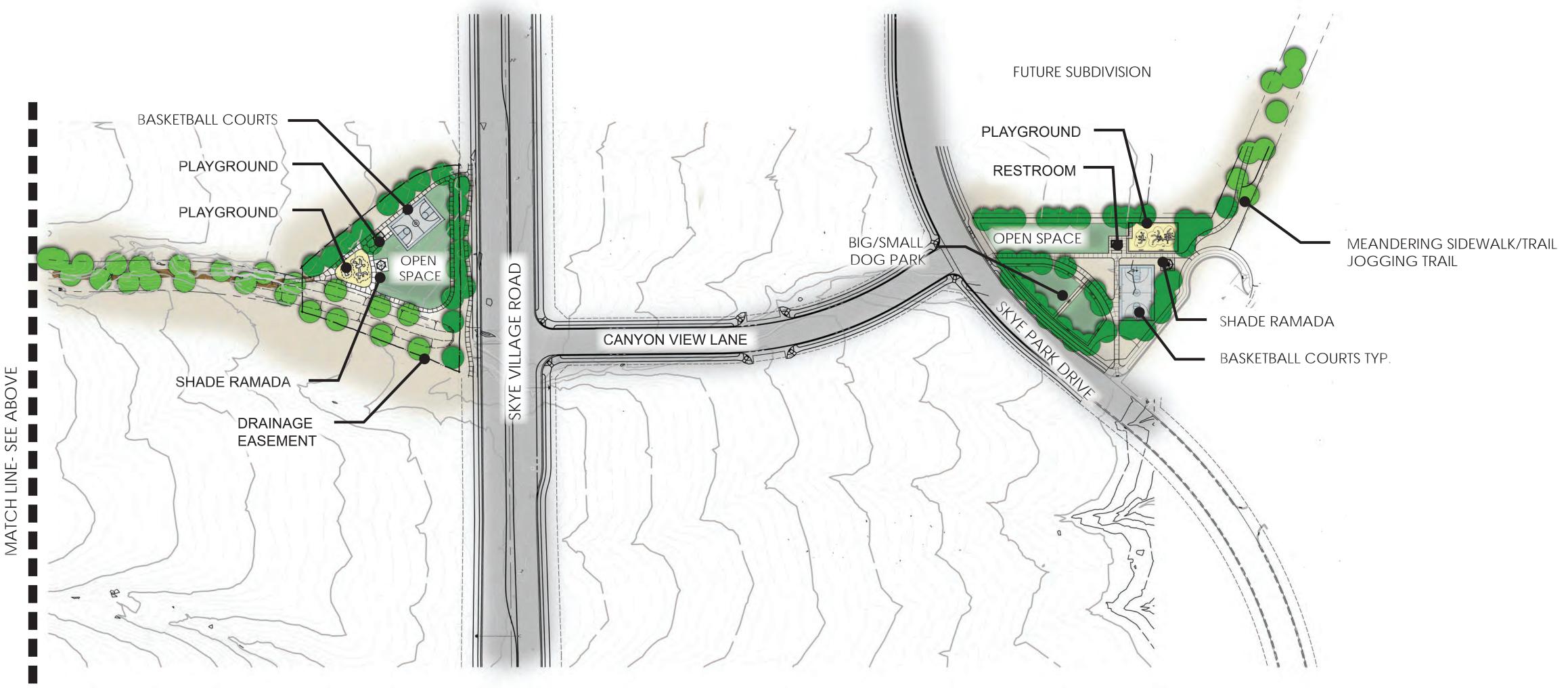


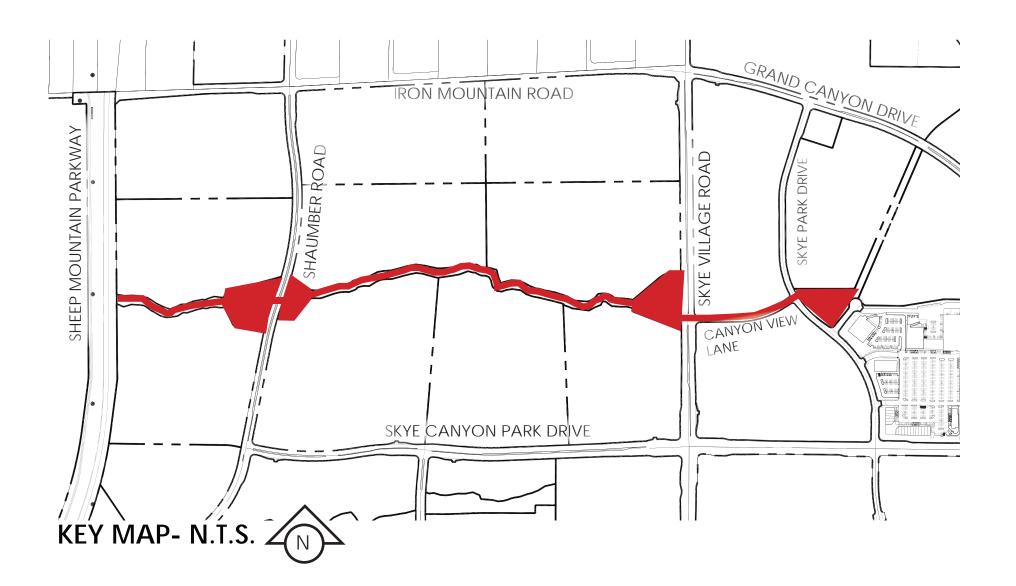
## EXHIBIT Q

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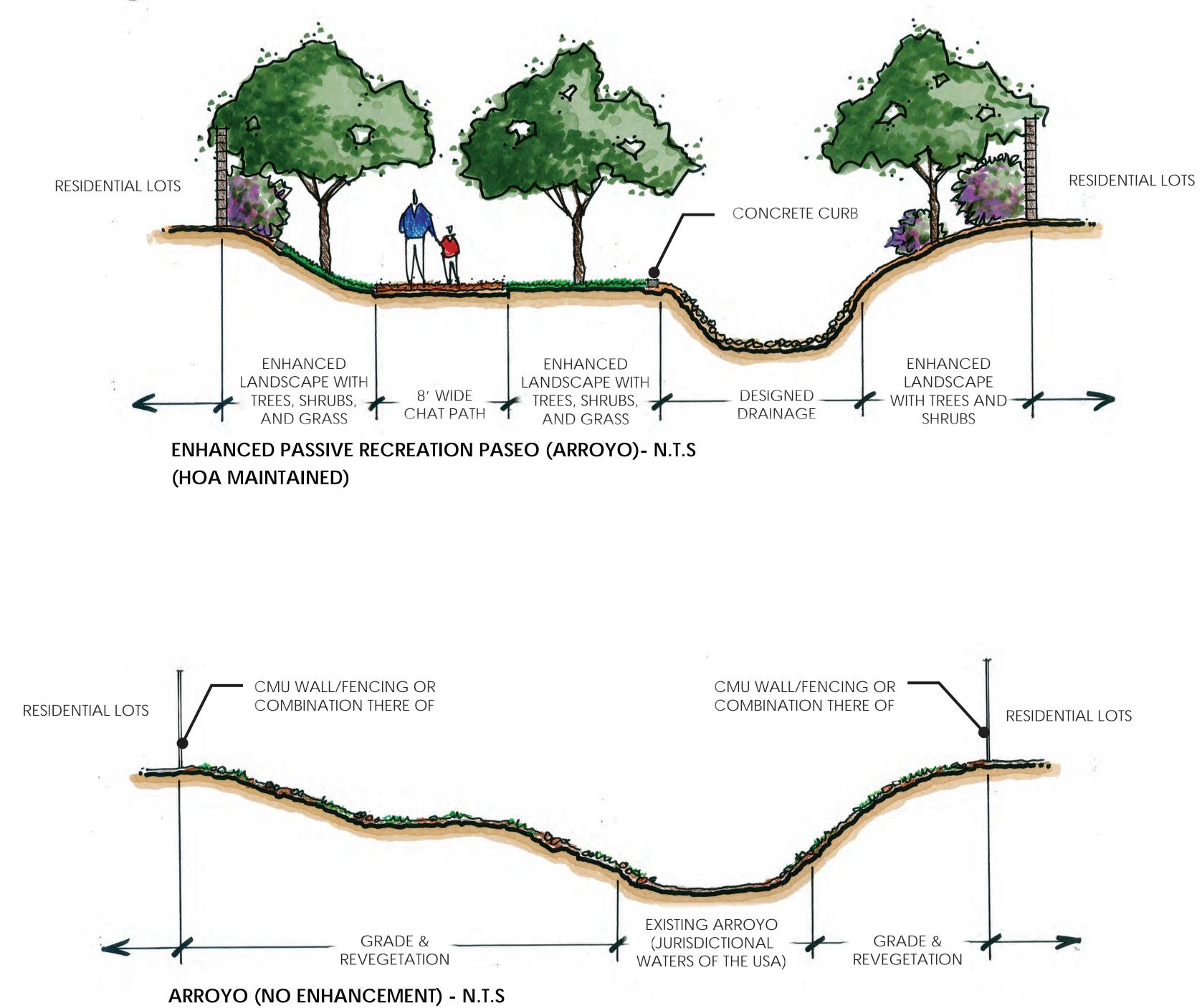






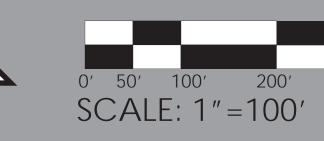


## EXHIBIT R



(HOA MAINTAINED)











#### RIGHT-OF-WAY ENCROACHMENT LICENSE TERMS AND CONDITIONS

1. GRANT OF LICENSE. The City hereby grants to Master Developer a revocable and nonexclusive permission to enter upon a portion of the City's right-of-way (the "<u>License Area</u>") for the planning, installation, operation, maintenance, and replacement of landscaping, irrigation, community signing, and related appurtenances (collectively, the "<u>Encroachments</u>").

The City is not granting a building permit or other authorization that would otherwise be required from any department of the City or any other regulatory authority to plan, install, operate, maintain, and replace the Encroachments.

2. TERM. This License shall commence as of the effective date of the Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community and shall continue until terminated in accordance with the terms hereunder.

3. LICENSE FEE. Master Developer shall have the right to use the License Area at no cost to Master Developer.

4. NOT A REAL PROPERTY INTEREST. It is expressly understood that this License does not in any way whatsoever grant or convey any easement, lease, fee of any kind, or other interest in the License Area to Master Developer. The City specifically reserves the right to grant other rights to the License Area that do not unreasonably conflict with the rights granted herein.

5. PRIOR CONTRACTS AND CONDITION OF TITLE. Master Developer's rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the License Area. The City does not warrant title to the License Area.

6. CONDITION OF LICENSE AREA. Master Developer acknowledges that it has had full opportunity to examine, study, and inspect the License Area and hereby waives any claim for damages that may arise from any of Master Developer's activities in the License Area. Master Developer's use of the Licensed Area shall be conclusive evidence of Master Developer's acceptance of the condition of the License Area and Master Developer hereby accepts the Licensed Area in its present "AS IS, WHERE IS, WITH ALL FAULTS CONDITION" as suitable for the Encroachments. Master Developer accepts the Licensed Area with the full knowledge, understanding, and agreement that the City disclaims any warranty of suitability for Master Developer's intended purposes.

7. USE RESTRICTIONS. Master Developer shall conform to and shall cause its employees, business invitees, guests, contractors, and other persons using the Licensed Area pursuant to this License to conform to all and each of the following provisions:

A. Master Developer shall use the Licensed Area solely for the planning, installation, operations, maintenance, and replacement of the Encroachments and no other activities shall be conducted at, on, or from the License Area.

8. MAINTENANCE OF LICENSE AREA. Master Developer shall have all responsibility for operation, maintenance, and replacement of the Encroachments on the License Area during the term of this License. Master Developer shall maintain the License Area in a first-class, sound, clean, and attractive manner. If any damage to the License Area occurs, Master Developer shall promptly notify the City.

In the event Master Developer fails or refuses to maintain the Encroachments and the License

Area in a manner reasonably satisfactory to the City, and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to so do, the City, at its option, may perform or cause to be performed any repair or maintenance that may be necessary, and the Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said repair or maintenance.

9. PUBLIC SAFETY. If the City, in its sole discretion, determines that the Encroachments present a hazard to the public or to the City, to the City's facilities or to the City's ability to safely and conveniently operate the License Area or the adjacent public right-of-way, Master Developer shall cooperate with the City and immediately remedy the hazard at no cost to the City.

10. TERMINATION/DEFAULT. This License may be terminated by the City, at any time, by serving thirty (30) business days written notice (the "<u>Termination Period</u>"). The City covenants to coordinate as necessary with Master Developer to facilitate the removal of the Landscape Improvements. Upon expiration of the Termination Period, this License and all rights of Master Developer shall absolutely cease.

If Master Developer fails to surrender to the City the Licensed Area upon any termination of this License, all liabilities and obligations of Master Developer hereunder shall continue in effect until the License Area is surrendered. Termination shall not release Master Developer from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

Enforcement of the provisions of this License may be sought by the City, by any proceeding at law or in equity, against any person or entity violating or attempting to violate any provision of this License, either to restrain violation, to compel action, or to recover damages. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including the City's Municipal Code Chapter 9.04, Nuisances.

Failure to maintain the Encroachments may be a violation of the City' Municipal Code, Title 19, and may subject Master Developer, its successors and assigns, to civil penalties under the City's Municipal Code Chapter 9.04, Nuisances.

11. RESTORATION OF LICENSE AREA. No later than thirty (30) calendar days after any termination of this License, Master Developer shall, at its own cost and expense, remove the Encroachments and personal property and restore the License Area for its intended public use (the "**Restoration Work**"). Master Developer shall promptly notify City in writing upon completion of the Restoration Work. City shall notify Master Developer within five (5) business days if the Restoration Work is unacceptable to City. In the event the City fails to do so within said five (5) business day period, City shall be deemed to have approved the Restoration Work. If City reasonably objects to any portion of the Restoration Work, within said five (5) business day period, then Master Developer shall have fifteen (15) business days to cure such defects after receipt of City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, Master Developer shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

Any of Master Developer's Encroachments remaining on the License Area after thirty (30) calendar days after termination of this License may be removed and the License Area restored to its original condition by the City, and Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said removal of the Encroachments and restoration of the License Area by the City.

12. RESERVATIONS. The City specifically reserves to itself and excludes from this License a nonexclusive delegable right (the "<u>Reserved Right</u>") over the entire License Area, including any area that may otherwise be for Master Developer's exclusive use, if any, as follows:

A. The City shall have the right to use and allow others to use the License Area and to construct, open, repair, use, and otherwise deal with all manner of improvements at any location on, over and under the License Area, including any uses that may materially and substantially impair Master Developer's ability to use the License Area for a certain period of time under the terms of this License. By way of example and not limitation, the City may construct additional utilities upon the License Area and may perform work related to public health, safety or welfare; traffic, street or utility improvement construction or repair; change of street grade; and installation or other work relating to sewers, storm drains, water lines, power lines, landscaping, or any other types of structure, work or improvements of any description, whether or not included within or related in any manner to any of the foregoing.

B. Neither the City nor any of its agents or contractors shall be liable to Master Developer or any third party for any disruption to the Encroachments due to any exercise by the City or its agents and contractors of their rights under this License.

C. The City shall have the unilateral right to modify the entirety of the License Area from time to time during the term of this License. Upon the City's request, Master Developer, at its own expense, shall remove, relocate, or protect in place the Encroachments upon thirty (30) calendar days' notice from the City or such shorter notice, or no notice, as the City may determine to be practical under the circumstances. Upon completion of the City exercising its Reserved Right, Master Developer shall replace, at its sole cost and expense, any item temporarily relocated or removed.

D. Master Developer shall actively cooperate with the City to facilitate the City's exercise of the Reserved Right.

E. Except in an emergency, entries by the City or its agent and contractors shall be made only after reasonable notice to Master Devloper. Any damage to the Master Developer Encroachments or the License Area or to any part thereof resulting from entry by the City or any third parties shall be promptly repaired or replaced at the sole expense of the party causing said damage.

13. COMPLIANCE WITH LAWS/PERMITS/HOLDS. Master Developer shall, in all activities undertaken pursuant to the License, comply and cause its employees, agents, contractors and subcontractors to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, plans, orders, policies and decrees. Without limiting the generality of the foregoing, Master Developer, at its sole cost and expense, shall obtain any and all approvals and permits which may be required by any law, regulation, or ordinance for any activities Master Developer desires to conduct or have conducted pursuant to this License.

14. INSPECTION. The City and its employees, agents, or contractors may enter and inspect the License Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Master Developer's compliance with the terms and conditions of this License.

15. INDEMNIFICATION. To the fullest extent permitted by law, Master Developer shall, and shall cause its contractors, agents, and representatives to release, indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (collectively, "**Indemnitees**") for, from, and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses, including, without limitation, court costs, attorney's fees, and costs of investigation (collectively, "**Liabilities**") of any nature, kind or description directly or indirectly arising out of, resulting from or related to, in whole or in part:

- A. this License;
- B. any rights or interests granted pursuant to this License;
- C. Master Developer's occupation and use of the License Area; or

D. any act or omission of Master Developer or Master Developer's officers, agents, business invitees and guests, employees, contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over;

The only Liabilities with respect to which Master Developer's obligation to indemnify the Indemnitees does not apply are Liabilities to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee.

Upon written notice from the City, Master Developer agrees to assume the defense, with counsel reasonably approved by the City, of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Master Developer has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Master Developer shall pay all costs incident to such defense, including without limitation, attorney's fees, investigators' fees, litigation, and appeal expenses, settlement payment and amounts paid in satisfaction of judgments.

16. INSURANCE.

A. GENERAL. Master Developer shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. If any work authorized under this License is performed by a contractor or subcontractor hired by Master Developer, then these insurance requirements shall also be met by said contractor or subcontractor. The insurance required hereunder shall not be interpreted to relieve Master Developer of any indemnity or obligation under this License. Master Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. All insurance and requirements in any form or manner is subject to approval and acceptance by the City.

If Master Developer utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, Master Developer shall waive all rights of recovery and its insurers also waive all rights of subrogation of damages against the City for damages covered by Umbrella or Excess Liability obtained by Master Developer as required by City.

B. COMMERCIAL GENERAL LIABILITY INSURANCE. Master Developer shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractor, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following final completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately, or Master Developer may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other projects or activities of Master Devloper. Any such excess insurance shall be at least as broad as Master Developer's primary insurance.

Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence; \$2,000,000 annual aggregate
Policy Period:	Annual Policy. Effective for the duration of this License
Name Insured:	Master Developer
Additional Insured Parties:	City of Las Vegas (its elected officials, officers, employees, and agents)

#### C. MISCELLANEOUS.

1). ACCEPTABLE INSURANCE COMPANY. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

2) PREMIUMS, DEDUCTIBLES AND SELF-INSURED RETENTIONS. Master Developer shall be responsible for payment of premiums for all of the insurance coverages required under this Section. Master Developer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Master Developer are responsible hereunder, Master Developer shall be solely responsible for all deductibles and self-insured retentions.

3). CERTIFICATES OF INSURANCE. Master Developer will deliver to the City a certificate of insurance with respect to each required policy to be provided by Master Developer under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City if so requested.

4). RENEWAL POLICIES. Master Developer shall promptly deliver to the City and each additional insured listed above a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to City and each additional insured listed above not less than thirty (30) calendar days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

5). CANCELLATION OR MODIFICATION. Each insurance policy supplied by Master Developer must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after fourteen (14) calendar days written notice in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases, has been given to the City and each additional insured listed above and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

6). NO RECOURSE. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from Master Developer under this Section 17.

7). ENDORSEMENTS AND WAIVERS. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that Master Developer has left the Licensed Area. Any insurance or self-insurance beyond that specified in this License that is maintained by an insured, additional insured, or their members, directors, officers, employees, and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty or any action or inaction of a named insured or others shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees, and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Master Developer shall also provide a waiver of subrogation for the General Liability policy. This waiver must be given by endorsement.

17. ATTORNEY'S FEES. In the event of a dispute between the Parties with respect to the terms or conditions of this License, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

18. CONTINUING LIABILITY. No termination of this License shall release Master Developer from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the License Area.

19. SUCCESSOR AND ASSIGNS. The conditions and restrictions of this License shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Master Developer, its administrators, executors, heirs, and any other successors and or assigns, including any or homeowner's association.

20. SURVIVAL. Termination shall not release either party from any liability or obligation under this License, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date or termination, or, if later, the date when the Encroachments are removed and the Licensed Area is restored for its intended public use.

21. CHOICE OF LAW/VENUE/ATTORNEY'S FEES. Any litigation related to this License shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this License or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. To the extent such waiver is permitted by law, the Parties shall waive trial by jury in any action or proceeding brought in connection with this License.

22. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this License is intended, or should be construed, to confer upon or give any person or entity not a party to this License 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 License.

23. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of the Parties as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this License may otherwise impose on the party to obey, remedy, or avoid such event.

24. NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT. Master Developer acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the License Area or any portion of the Right-of-Way nor any claim that by granting the License, the City has abandoned or vacated the Right-of-Way.

25. TIME CALCULATIONS. All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.