



Cash Receipt

Receipt Number: 99234

Date: 04/01/2025

Received By: Romo Jr., Armando (NV Energy) **Phone Number:** (702)402-6754

Method of Payment: NOTREQ

Check Number: none

Request No:

Estimate Version:

Customer Information

Name: LAS VEGAS CIVIL ENGINEERING CORP

Address: 2251 N. RAMPART BLVD., NO. 418, LAS VEGAS, NV, 89128-7640

Phone: 702-515-6741

Payment Details:

Project ID	Project Title	Agreement Type	Amount	Description of Amount Paid
3012672434	SEEBOK CUSTOM HOMES	DIA	\$0.00	ACCT SHEET FOR DIA

Total Amount Paid:

Copy of Customer Check

Important Retain this receipt as proof of payment



DESIGN INITIATION AGREEMENT

Project ID: 3012672434
Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

This Design Initiation Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and LAS VEGAS CIVIL ENGINEERING CORP, a(n) NV Corporation ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. In accordance with Utility's Electric Tariff Rule 9, Applicant has requested Utility extend or otherwise modify Utility's existing electric system to provide new or modified electric service to Applicant's Project or to resolve conflicts between Applicant's Project and Utility's existing electric system.
- C. For this purpose, Utility must prepare a Design and perform other activities in connection with the initial stages of the Project.
- D. This Agreement memorializes the terms and conditions under which Utility will prepare said Design and perform such associated activities for the initial stages of the Project.
- E. Applicant acknowledges that it must pay an Advance of the estimated Design Total Costs and to provide certain information and documentation to Utility (required and further explained by Rule 9, Section A.2.c.), including but not limited to
 - i. a proposed construction schedule and in-service date (the date on which Utility's line extension (and/or modification, if applicable) project is completed and ready to be energized in order to provide electric service to the Project, even if same are not in fact energized),
 - ii. the Estimated Full Build-out Project Load ("EFBPL") for all phases of Applicant's Development,
 - iii. pertinent maps for areas to be developed,
 - iv. any known conflicts with existing facilities, rights-of-way or permits, and
 - v. any other information Utility may require.
- F. Applicant also acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.
- G. Applicant further acknowledges that should it approve the Design and desire to proceed with construction of the Project beyond the design stage, it will be required to sign another Rule 9 agreement (which, depending on the Project requirements, may be a Line Extension Agreement, Large Project Line Extension Agreement or other type of agreement). That subsequent agreement will also be based on and governed by Rule 9 and will further require additional advances based on the final estimated Total Costs for the Project. Applicant has been provided with a summary of this process and estimated timeframes for completion of the design stage work.

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



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AGREEMENT

1. Utility Scope of Work; Access; Design Approval; Providing Information

1.1 Utility Scope of Work.

- (A) Design Preparation. Based on information provided by Applicant and in accordance with Utility's Standards and its Tariff Schedules, Utility will prepare the Design, identifying all known Contingent Facilities. Until Applicant approves the Design by signing the Design Approval Agreement, Utility may amend the Design for any reason.
- (B) Preparation of Estimated Total Costs. Utility will provide Applicant with the Estimated Total Costs to complete the Project.
- (C) Preparation of Property Rights Documents. After Applicant signs the Design Approval Agreement, Utility will prepare the Property Rights documents needed for the Project.

In accordance with Rule 9, Subsection A.2.d.2, if changes must be made to the Design due to Utility errors or omissions, Utility will bear its costs to modify the Design unless Applicant changed the scope or nature of its Development or provided incorrect information. However, the Design is subject to change – at Applicant's cost – as a result of field conditions, Applicant's feedback, a failure to obtain all Property Rights for the Project, a change in Utility's Standards or other reasons.

- 1.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary, for the purposes of carrying out this Agreement.
- 1.3 Design Approval. Once the Utility Scope of Work in Section 1.1 is complete, the Applicant must confirm that the Design does not conflict with its Development and that Applicant approves the Design by signing a writing acceptable to Utility ("**Design Approval Agreement**") before Utility will prepare the Rule 9 Agreement for construction of the Project or release the Project for construction scheduling.
- 1.4 Obligation to Provide Information to Utility. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request and provide the most current and accurate information concerning Applicant's Development to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and, within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to load absorption information.

2. Design Costs; Invoicing; Accounting; Interest

- 2.1 Design Costs. Applicant is responsible for the Total Costs for Design preparation and for Utility to perform other activities in connection with this Agreement (the "Design Total Costs"). When Applicant delivers this signed Agreement to Utility, Applicant must pay Utility the estimated Design Total Costs with an Initial Payment of **\$0.00**. After Applicant pays the Initial Payment, provides all information required by Rule 9, Subsection A.2.c and completes a pre-Design meeting (if requested by Utility or Applicant), Utility will begin Design preparation. If Applicant and Utility sign a Rule 9 Agreement for construction of the Project (which, as stated above, depending on the Project requirements, may be a Line Extension Agreement, Large Project Line Extension Agreement or other type of agreement), Utility will account for the amount Applicant paid in this Agreement in that future Rule 9 Agreement for construction of the Project.



DESIGN INITIATION AGREEMENT

Project ID: 3012672434
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Agreement No.: 119882

- 2.2 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility might periodically invoice Applicant in connection with this Agreement for new or increased Design Total Costs. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed to be received by Applicant three (3) days after the invoice date. Applicant must reference PID 3012672434 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Design and/or the Project.
- 2.3 Accounting. If this Agreement terminates under Section 4.1 and Applicant sends Utility a written request within ninety (90) days of the expiration of this Agreement to perform an accounting pursuant to Rule 9, Subsection A.32.d.3, Utility will perform that accounting and either send Applicant an invoice or return any overpayment to Applicant. If this Agreement terminates under Section 4.2, Utility will perform an accounting pursuant to Rule 9, Subsection A.32.d.3 and either send Applicant an invoice or return any overpayment to Applicant.
- 2.4 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 2.5 Multiple Applicants. [INTENTIONALLY OMITTED]

3. Identifying Conflicts, Property Rights and Submitting Civil Improvement Plans;

- 3.1 Identification of Utility Facilities and Property Rights on Applicant's Civil Improvement Plans. Applicant must submit its Civil Improvement Plans, if required, to Utility's Project Coordinator. Those plans must identify all conflicts between (A) the Development and Utility's Electric System located within the Development, (B) the Development and Utility's Electric System located within or adjacent to offsite improvements required for the Development, (C) the Development and Utility's Electric System located adjacent to the Development, and (D) the Development and Utility's Property Rights within and adjacent to the Development.
- 3.2 Submitting Civil Improvement Plans to Utility's Design. Applicant must submit its Civil Improvement Plans, if required, to Utility's Project Coordinator. Those plans must identify any or all of the following: (A) the Development and Utility's Electric System located within and adjacent to offsite of the Development, (B) building footprint, architectural and improvement plans, (C) all other utility current and planned locations (for example, curb, gutter, sidewalks, water, sewer, storm drain, etc.) and their rights-of-way, and (D) if Applicant's project requires government agency review and approval, then Applicant must submit a copy of the government agency first review and comments on their Civil Improvement Plans.
- 3.3 Submitting Civil Improvement Plans to Utility's Property Services Department. In addition to submitting its Civil Improvement Plans to Utility's Project Coordinator, Applicant must also submit those plans, containing the information described in Section 3.1, to Utility's Land Resources Department and follow Utility's conflict resolution process. Additional information regarding this process is on Utility's website at <http://www.nvenergy.com/business/business-solutions-center>. Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded. If Utility does not waive or approve the conflict, Applicant must resolve the conflict to Utility's satisfaction.
- 3.4 No Obligation. Utility is not obligated to provide electric Service to the Development and may stop work on the Design and the Project until after Applicant meets its obligations under Section 3 to Utility's satisfaction.



DESIGN INITIATION AGREEMENT

Project ID: 3012672434
Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

4. Term; Termination; Surviving Obligations

- 4.1 Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates two (2) years from the Effective Date.
- 4.2 Termination of Project. Utility may terminate the Project if Applicant fails to (a) perform its obligations hereunder with commercial due diligence, (b) respond to Utility without delay or otherwise maintain commercially reasonable communication with Utility during the term hereof, or (c) otherwise commits any material breach of the terms and conditions hereof. If Utility terminates the Project, this Agreement will terminate concurrently. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 4.3 Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance does not release Applicant from any liability or obligation to Utility for:
- (A) Paying the Design Total Costs associated with this Agreement incurred before excuse of performance, default or termination, and paying all costs that result from excuse of performance, termination or a Party's default.
 - (B) Resolving all conflicts between the Development and Utility's Electric System located within or adjacent to the Development, at Applicant's expense.
 - (C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.
 - (D) Reimbursing Utility for all costs associated with damages to, or rendering unsafe, Utility's Electric System.

The provisions of Section 2.2, Section 2.3, Section 2.4, Section 5, Section 6.1, Section 6.4, Section 6.5, Section 6.18 and Section 6.19 continue to apply to this Section 4.3.

5. Notices

- 5.1 Method of Delivery: Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Lozada, Raul (NV Energy)
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6882
Email Address: Raul.Lozada@nvenergy.com



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Project ID: 3012672434
Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

Applicant:

LAS VEGAS CIVIL ENGINEERING CORP

JOEY DeBLANCO

Physical Address: 2251 N. RAMPART BLVD., NO. 418, LAS VEGAS, NV 89128-7640

Mailing Address: 2251 N. RAMPART BLVD., NO. 418, LAS VEGAS, NV 89128-7640

Telephone No.: 702-515-6741

Email Address: joey@lvce.net

- 5.2 Additional Notice. For any notice given by Applicant to Utility under Section 2.3 and Section 4.2, Applicant must also send a copy to:

NV Energy

Attn.: Rule 9 Contract Administration

7155 Lindell Rd M/S B90SD

Las Vegas, NV 89118

Email Address: Rule9department@nvenergy.com

- 5.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

6. Miscellaneous Provisions

- 6.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 6.9, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 6.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 6.3 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 6.4 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.



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Project ID: 3012672434
Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

- 6.5 Choice of Law and Venue. This Agreement 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 that are beyond the scope of the Commission's jurisdiction 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. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 6.6 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
- 6.7 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.
- 6.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 6.9 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.
- 6.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as Applicant's contractors, 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.
- 6.11 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- 6.12 Headings; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 6.13 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 6.14 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.



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Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

- 6.15 Counterparts. The Parties may execute this Agreement 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.
- 6.16 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement 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 Agreement 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.
- 6.17 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.
- 6.18 Joint and Several Liability. [RESERVED]
- 6.19 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.

7. Definitions

- 7.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Person; Service; and Standards.
- 7.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Affiliate; Alteration of Existing Facilities; Contingent Facilities; Estimated Total Costs; Project; Property Rights; Rule 9 Agreements; Total Costs.
- 7.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
- (A) Civil Improvement Plans: Civil design drawings and technical specifications that are produced by Applicant for the Development.
 - (B) Design: The binding design prepared by Utility for the Project.
 - (C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design and might include new Service and/or the Alteration of Existing Facilities.
 - (D) Effective Date: The date this Agreement is last signed below.
 - (E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.
 - (F) Initial Payment: The estimated Advance for the Design Total Costs associated with this Agreement.
 - (G) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in the "Notices" Section of this Agreement.



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Project ID: 3012672434
Project Title: SEEBOK CUSTOM HOMES
Agreement No.: 119882

- (H) Project ID or PID: The identification number Utility assigned to this Project.
- (I) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (J) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (K) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

UTILITY:

Nevada Power Company d/b/a NV Energy

By:

Printed Name:

Jeff Rockwell

Title:

Manager, Rule 9 & Joint Use Telco

Date:

03/31/2025

APPLICANT:

LAS VEGAS CIVIL ENGINEERING CORP

By:

Printed Name:

Joey
DeBlanco

Digitally signed by Joey DeBlanco
DN: cn=Joey DeBlanco, cn=Las Vegas
Civil Engineering, OU=, E=jdeblan@
lvece.com, c=US
Reason: I am the author of this
document
Date: 2025.03.31 13:46:22-0700
Location:
Email: joey.deblanco@lvece.com

Title:

Date:
