

**CRYSTAL PARK ROAD
AT GRADE CROSSING
REIMBURSEMENT AGREEMENT**

THIS CRYSTAL PARK ROAD AT GRADE CROSSING REIMBURSEMENT AGREEMENT made and entered into this _____ day of _____, 2024, by and between TOLL NORTH RENO, LLC, a Nevada limited liability company hereinafter called "Developer", and the CITY OF RENO, Nevada, a municipal corporation existing under and by virtue of the laws of the State of Nevada, hereinafter called "City".

WITNESSETH:

WHEREAS, Developer has requested City to sign a Public At-Grade Highway Crossing Agreement, UP Real Estate Project No. 0781991, with Union Pacific Railroad ("UPRR Agreement"), for improvements to an existing public crossing on Crystal Park Road within the City Limits; and

WHEREAS, Developer has been directed by Union Pacific to have a "Public Agency" take the lead on this agreement; and

WHEREAS, improvements to Crystal Park Road will have benefits to the Public; and

WHEREAS, both parties desire the City's approval be given as soon as possible;

NOW, THEREFORE, the parties agree as follows:

Simultaneous with execution hereof, Developer has paid a deposit of **One Million, One Hundred Ninety-Two Thousand, Seven-Hundred Eighty and Six Dollars (\$1,192,786)**, against expected costs incurred by the City with regard to execution of the UPRR Agreement for the Crystal Park Road Crossing. Excess monies remaining after reimbursement of all costs and expenses incurred by the City in connection with the UPRR Agreement shall be refunded to Developer within a reasonable time after the Final Design is complete or upon cancelation of the project by the Developer or UPRR. As used in this agreement (A) "Crystal Park Road Crossing" means the planned vehicular and pedestrian crossing of Crystal Park Road across the Union Pacific Rail Road located on APN 038-030-09 south of U.S. Interstate 80, and (B) "Final Design" means the final approved design of the Crystal Park Road Crossing as approved by UPRR and the City of Reno.

For a period of twenty (20) years following the mutual execution of this Agreement, the Developer agrees to reimburse the City for any and all Costs, Staff Fees, and Consultant Fees and UPRR costs incurred by the City as a result of its execution of the "UPRR Agreement". "Costs" mean the actual out-of-pocket costs incurred by the City with regard to the UPRR Agreement, including, but not limited to, publication fees and recording fees. Staff inspection and review by City employees shall include reimbursement for time spent by the City Administrator, City Planning staff and the City Public Works ("Staff Fees"). Developer shall also reimburse the City for all actual out-of-pocket costs incurred by the City in connection with the UPRR Agreement, including but not limited to, legal, engineering and planning review and advice from persons or entities not on City staff at the rate of the amount billed to the City for such review and advice ("Consultant Fees"). UPRR Costs include the costs incurred by UPRR or its third-party consultant for license, construction, and maintenance costs in accordance with the UPRR Agreement. Developer agrees to deposit additional monies with the City of Reno should insufficient funds remain to pay expected costs pursuant to this UPRR agreement. Upon receipt of a billing statement from UPRR and/or its third-party consultant pursuant to the UPRR Agreement, the City shall pay the billing statement from the amount Developer has deposited with the City within a timely manner, and shall provide a copy of such billing statement to Developer within ten business days of receipt.

Developer shall save and hold City harmless and free from any suit or cause of action, claim or demand, which may be brought or made against the City or Developer or its successor in interest or its purchaser by any third party relating to the reimbursement obligations arising from the signing of the UPRR Agreement referenced herein or any and all other conditions of this agreement, provided that Developer will have no obligation for any such claims arising from the intentional or negligent act or omission of the City. Developer shall furthermore continue to be liable to City for the performance of all terms and conditions of this agreement regardless of Developer's failure to continue work under this agreement or assignment of its rights to do such work and regardless of the status of Developer's interest in the real property or any portion thereof made the subject of the UPRR agreement, unless the UPRR agreement is terminated and all costs and fees incurred by the City have been reimbursed. In the event City is required to institute legal action to compel performance of this agreement, or to defend any suit or claim, or liability resulting from or arising out of this agreement, Developer shall pay to City all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by City in connection therewith.

This agreement shall be binding upon, and inure to the benefit of all heirs, executors, administrators, successors, assigns, or purchasers of the respective parties to this agreement, and all terms and conditions contained herein shall be equally binding on said heirs, executors, administrators, successors, assigns, or purchasers. This agreement may be executed in counterparts, each of which will be deemed an original. This agreement may not be amended or waived except in writing signed by the parties. If any terms or provisions of this agreement are deemed void or unenforceable by a court of competent jurisdiction, such term or provision will be severed from this agreement and will not invalidate the remainder of such provision or the remaining provisions of this agreement. This agreement will be governed by the laws of the State of Nevada. The City Manager of the City of Reno shall have the authority to act as an Authorized Representative for the city of Reno and shall have the authority to (i) accept all performances, (ii) waive or negotiate remedies for defaults, (iii) extend time for performance, and (iv) negotiate and execute all amendments or modifications to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

DEVELOPER

By _____
Toll North Reno, LLC

CITY OF RENO, Nevada, a municipal corporation

By _____ Date _____
Hillary Schieve, Mayor

APPROVED AS TO FORM

By _____
Deputy City Attorney