

APN: 177-05-801-003, 011, 012,  
024, 025, 026 and 027

**WHEN RECORDED, RETURN TO:**

LAS VEGAS STADIUM AUTHORITY

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**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made as of the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Clark County Stadium Authority, a political subdivision of the County but a separate governmental entity authorized pursuant to SB 1 of the 2016 Nevada Legislature and operating as the Las Vegas Stadium Authority (“Stadium Authority”), and the County of Clark, a political subdivision of the State of Nevada, (“County”), pursuant to the provisions of Nevada Revised Statutes (NRS) 277.050.

**WITNESSETH:**

1. County is the owner of certain real property located in the County of Clark, State of Nevada as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”). County is also the owner and operator of McCarran International Airport (the “Airport”). The Property is controlled by the Airport in order to ensure that any development is compatible with adjacent Airport uses.

2. Pursuant to the terms of that Lease Agreement, dated October 2, 2019, by and between County and Stadium Authority (the “Agreement”), County leased the Property to Stadium Authority, upon which Stadium Authority may develop, construct, and operate Stadium Facilities, as such term is defined in the Agreement, and use the Property for other directly related business activities.

3. The initial term of the Agreement commenced on the date the lease was approved by the Clark County Board of Commissioners, which was October 2, 2019, and shall expire on the date that is two (2) years thereafter.

4. Pursuant to the provisions of Section 1.3.3 of the Agreement, all improvements constructed on the Property by Stadium Authority (including, without limitation, the Stadium Facilities) during the term of the Agreement will be owned by Stadium Authority until the expiration or earlier termination of the Agreement.

5. Pursuant to the provisions of Section 3.13 of the Agreement, the Agreement is subject and subordinate to the provisions and requirements of any existing or future agreement between County and the United States of America relative to the development, operation, or maintenance of the Airport. In addition, pursuant to the provisions of Section 3.14 of the Agreement, the Agreement is subject to any right the

United States of America now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States of America during the time of war or national emergency.

6. Pursuant to the provisions of Section 3.17 of the Agreement, there is reserved to County and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property.

7. The rent and other obligations of County and Stadium Authority are set forth in the Agreement, to which reference is made for further information. If a conflict exists between the terms of the Agreement and this Memorandum of Lease, those contained in the Agreement shall govern and be controlling (except with respect to the description of the Property, which shall be governed by the description contained in Exhibit "A" attached to this Memorandum of Lease).

8. This Memorandum of Lease describes only selected provisions of this Agreement, and reference is made to the full text of the Agreement for the full terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date set forth above.

**COUNTY:**

COUNTY OF CLARK,  
a political subdivision of the State of Nevada

By: \_\_\_\_\_  
LISA KREMER  
Its: Director of Real Property Management

APPROVED AS TO FORM:  
STEVEN B. WOLFSON, District Attorney

By: \_\_\_\_\_  
MARY-ANNE MILLER  
County Counsel

**STADIUM AUTHORITY:**

CLARK COUNTY STADIUM AUTHORITY,  
a political subdivision of the County of Clark

By: STADIUM AUTHORITY BOARD

By: \_\_\_\_\_  
STEVE HILL  
Its: Chairman

STATE OF NEVADA )  
  :ss.  
COUNTY OF CLARK )

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020,  
by Lisa Kremer, as Director of Real Property Management for County of Clark, a political subdivision of  
the State of Nevada.



\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF NEVADA )  
  :ss.  
COUNTY OF CLARK )

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020,  
by Steve Hill, as Chairman of the Stadium Authority Board for Clark County Stadium Authority, a political  
subdivision of the County of Clark.



\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 177-05-801-011)

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 127 in said section.

PARCEL 2: (APN: 177-05-801-012)

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 125 in said section.

PARCEL 3: (APN: 177-05-801-024)

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 160 in said section.

PARCEL 4: (APN: 177-05-801-025)

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being also described as Government Lot 162 in said section.

PARCEL 5: (APN: 177-05-801-026)

The North Half (N ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., being also described as the North Half (N ½) of Government Lots 164, 166 and 175 in said section.

Excepting therefrom that portion as dedicated to the County of Clark in the document recorded November 9, 2017 in Book 20171109, as Instrument No. 02319, of Official Records.

PARCEL 6: (APN: 177-05-801-027)

The South Half (S ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), being also described as the South Half (S ½) of Government Lots 164, 166 and 175, in Section 5, Township 22 South, Range 61 East, M.D.B. & M. Clark County Nevada.

Excepting Therefrom that portion as conveyed to Clark County by Deed recorded October 28, 1983 in Book 1826 as Document No. 1785508, Official Records.

Further excepting therefrom that portion as dedicated to the County of Clark in the document recorded November 9, 2017 in Book 20171109, as Instrument No. 02319, of Official Records.

PARCEL 7: (APN: 177-05-801-003)

The North Half (N ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 22 South, Range 61 East, M.D.B. & M., Clark County, Nevada, being further described as Government Lots 126 and 124 of said Section.