



Transmittal Form

ID:

4070

Date:

8/8/2020

Project:

Allegiant Stadium

Keyword:

Document

Method:

Couriered

To:

Steve Hill - LV Stadium Authority
Jeremy Aguero - LV Stadium Authority

From:

Don Webb



Description:

Las Vegas Stadium Authority - Clark County License & Maintenance Agreement (Fiber & Irrigation Crossing) - FOR SIGNATURES

Notes:

Please sign two originals where indicated and have each notarized.

Since this will be heard at a Clark County Board of County Commissioners meeting please complete and date the Ownership Disclosure as appropriate. Ridiculous, I know.

Please let me know when signed/notarized originals are available so we can arrange to have them returned to me via courier.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

APN 162-29-310-001 & 162-29-310-002

WHEN RECORDED, RETURN TO:
Clark County Department of Public Works
Attention: Denis Cederburg, Director
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000

REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This **REVOCABLE LICENSE AND MAINTENANCE AGREEMENT** (this “Agreement”) is made and entered into this _____ day of _____, 2020, by and between **CLARK COUNTY STADIUM AUTHORITY**, a local government entity of the State of Nevada (the “LICENSEE”) and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada (the “COUNTY”). Each of the above is a “Party” and collectively are “Parties” to this Agreement.

RECITALS

WHEREAS, the LICENSEE is authorized to conduct business in the State of Nevada;

WHEREAS, the LICENSEE is the owner of the properties located at **3333 Al Davis Way, Las Vegas, Nevada 89118** (Assessor’s Parcel Number 162-29-310-001 & 162-29-310-002), and more particularly described in Exhibit “A,” attached hereto and by this reference incorporated herein;

WHEREAS, the LICENSEE desires to construct and maintain non-standard improvements consisting of fiber conduits and irrigation crossing, hereinafter “Improvements”, crossing within the right-of-way owned by the COUNTY, legally described in Exhibit “B,” attached hereto and by this reference incorporated herein (the “County Property) at the specific locations set forth in Exhibit “C”, attached hereto and by this reference incorporated herein;

WHEREAS, the LICENSEE had a Land Use Application, **UC-0557-17**, before the Clark County Board of County Commissioners on **September 14, 2017** that approved the installation of non-standard improvements in the public right-of-way and required the signing of a Revocable License and Maintenance Agreement; and

WHEREAS, the COUNTY will allow the LICENSEE to place and maintain such non-standard improvements in the County Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the Parties thereto as follows:

SECTION 1: LICENSE AND PERMIT

The LICENSEE understands and agrees that the license granted herein is a privilege which can be revoked by the COUNTY at any time for any reason, with or without cause. Based on this underlying premise, the COUNTY hereby grants to the LICENSEE, subject to the terms and conditions stated in this Agreement, a revocable license to construct, and/or install, operate, and maintain within the County Property, non-standard improvements consisting of up to four (4) 3-inch HDPE conduits, each 110 feet long, for communication lines, crossing within the right-of-way, as specifically described and depicted in Exhibit "C" and at the specific locations set forth in Exhibit "C". The LICENSEE is only authorized to place the Improvements depicted in the locations and permitted in areas as specifically set forth in Exhibit "C." The LICENSEE agrees that it shall not construct or engage in any other improvements except for the Improvements set forth and depicted and described in Exhibit "C."

This Agreement only authorizes construction, installation, operation, maintenance, and repair activities of the Improvements on the County Property. Prior to any construction, installation, operation, maintenance and/or repair activities of the Improvements on the County Property, the LICENSEE shall submit detailed plans to the COUNTY, as required by the COUNTY, for approval and shall secure all necessary permits required by the COUNTY.

This Agreement is subject to all outstanding superior rights of any party to the County Property, and is made without covenant by the COUNTY of any title to or for quiet enjoyment of the County Property.

LICENSEE agrees that it shall not construct or engage in other improvements other than the Improvements as set forth in Exhibit "C" and in the permitted areas of the County Property.

SECTION 2: INSTALLATION AND MAINTENANCE

LICENSEE shall, at its sole cost and expense, furnish all labor, equipment, and materials for the installation, operation, maintenance, and/or repair of the Improvements. All work, including maintenance, is to be performed to the satisfaction of the COUNTY, in compliance with all applicable codes, permits, ordinances, rules, specifications, regulations, and standards of the COUNTY, and all applicable laws, statutes, rules, and regulations of the State of Nevada and the United States, and in such a manner such as to pose no risk of danger to persons or property, including but not limited to Nevada Revised Statute (NRS) 455.110 and any associated laws related to Call Before You Dig or other excavation laws, no interference with the use of public streets (except for the County Property as allowed pursuant to this Agreement), off-site improvements, other public property and right-of-way, and no interference with the rights or reasonable convenience of the owners of property which adjoins any of the public streets, right-of-way and/or the County Property and/or other COUNTY owned property.

LICENSEE shall, at its sole cost and expense, install, operate, maintain, and repair the Improvements. The Improvements shall be installed, operated, maintained, repaired, and used so as not to interfere with the installation, operation, maintenance or use of the street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas, power lines, cable television, telephone lines, that have been or may be installed, maintained, used or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose, and shall be placed on and/or in the County Property per approved submitted plans.

LICENSEE shall not install, operate, maintain, repair or use the Improvements in such a manner as to damage or interfere with any existing or future water, sewer, gas, telephone, telegraph, power, electric or cable television facilities or electric light, heat or power lines owned by another.

Prior to any installation, operation, maintenance, and/or repair of said Improvements on the County Property, a plan shall be submitted by the **LICENSEE** to the **COUNTY** for approval and permit issuance upon acceptance by the **COUNTY**. All installation, operation, maintenance, and/or repair performed by the **LICENSEE** shall be performed in a manner acceptable to the **COUNTY**. All of said installation, operation, maintenance, and/or repair performed by the **LICENSEE** shall also be in compliance with the terms and conditions of this Agreement, the permits, all applicable state, county and federal laws, codes, rules, regulations, standards, and specifications. Installation, operation, maintenance and/or repair shall include, but is not limited to, the following additional conditions and restrictions:

- a) Improvements shall not interfere with public or private improvements, including but not limited to, utilities; and
- b) Improvements shall be located in the area of the County Property as specifically set forth in Exhibit “C”, which includes but is not limited to a depth of 2 feet below existing grade, and width of 40 feet, and;
- c) Compliance with Clark County Department of Air Quality regulations, including but not limited to, providing dust mitigation; and
- d) The **LICENSEE**’s construction and maintenance activities shall not interfere with the **COUNTY**’s, or any public body governed by the Board of County Commissioners, or any others who have rights on the County Property or other County right-of-way, ability to install, maintain or use the existing and future improvements, including, but not limited to, street lighting system, traffic control system, sidewalks, water supply and distribution system, sanitary sewer collection system, and storm water collection and transmission system; and

SECTION 3: CONDITIONS OF COUNTY PROPERTY OCCUPANCY

A. The license granted herein is subject to **LICENSEE** complying with all terms and conditions of this Agreement, including, but not limited to, the proper operation, maintenance and/or repair of the Improvements and at the locations outlined in Section 2 herein. Further, **LICENSEE** agrees that this Agreement is limited to the Improvements and at the locations set forth herein and described in Exhibit “C.” **LICENSEE** shall not engage in any activities or improvements on the County Property that is not defined in this Agreement unless the **COUNTY** has approved such activities or improvement through a previous agreement.

B. The **COUNTY** reserves the right to utilize the County Property or allow others to utilize the County Property as the **COUNTY** deems appropriate, in its sole discretion. The **COUNTY** further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, perform civil work or maintain the surface or subsurface improvements located within or under the County Property, including the area of the Improvements, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses or overpasses. The **COUNTY** may further develop the property over which the license is granted which may require future excavation, construction, roadways, roadway construction, use, repairs, re-grading, widening, realigning, maintenance, civil work, and other activities which may require **LICENSEE** to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of its Improvements across and/or within the County Property.

C. **LICENSEE** shall not acquire or assert any vested right or interest in the County Property described in Exhibit “B” under this license, even though this Agreement was approved by the **COUNTY**. **LICENSEE** shall, at no cost and expense to the **COUNTY** or to the State of Nevada Department of Transportation, to any franchised or non-franchised public utility company, to the Clark County Water Reclamation District, to the Las Vegas Valley Water District, or to any other entity governed by its County Commissioners, adjust, demolish, reconstruct, modify, remove or relocate any, all or a portion of its Improvements upon written notice from the Director of Public Works of the **COUNTY** for any purpose, including, but not limited to, accommodating the following:

- i. Installation, maintenance or use of all public facilities, including, but not limited to, flood control channels and facilities, roadways, standard improvements, and public utilities;
- ii. The public's safety and convenience, as determined by said Director of Public Works; and/or
- iii. Public works, including, but not limited to, streetlights, traffic signal conduits, curbs, gutters, sidewalks, pavement, water mains, sanitary and/or storm sewers, gas, telephone, telegraph, cable television, electric, light, heat, power, subways, viaducts, bridges, underpasses or overpasses, which the **COUNTY**, the State of Nevada Department of Transportation, any franchised or non-franchised public utility company, Clark County

Water Reclamation District, the Las Vegas Valley Water District, or any other entity governed by the Board of Commissioners of the COUNTY may have authorized, installed, maintained or used, or may in the future decide to authorize, install, maintain, or use on, across, along, over or under the County Property, or as said Department of Public Works determines is necessary because of a proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, re-alignment, change of width, or construction of any public road, right-of-way or flood control channels and/or facilities.

D. Notwithstanding any other provision in this Agreement, in the event that the **LICENSEE's** installation, operation, maintenance, and/or repair of the Improvements are the cause of damage or disturbance to the surface or subsurface of the County Property, public road, right-of-way or adjoining public property, then, after receipt of written notice to **LICENSEE** by the Director of Public Works or its designee, **LICENSEE** shall immediately, upon receipt of necessary permits, at its own cost and expense, and in a manner approved by the **COUNTY**, correct said damage or disturbance. If the repair or replacement is not completed within a reasonable time or does not meet the **COUNTY's** adopted quality control standards, the **COUNTY** has the right to perform the work or have the work performed and **LICENSEE** will reimburse the **COUNTY** for all costs incurred.

E. In addition to and not in lieu of the rights of termination under Section 8 below, and except as provided in Sections 3D, 3G, 3H, and 3I herein (when immediate action is required or an Emergency Event exists), **LICENSEE** shall, within thirty (30) calendar days after receiving written notice from the Director of Public Works or its designee, to adjust, demolish, reconstruct, modify, remove, relocate or repair the Improvements, present to said Director of Public Works a copy of a signed order for the purchase of all materials necessary for the completion of the required action and shall within twenty (20) business days after obtaining the necessary permit(s) to do so, or such shorter time as may be reasonable, complete the required action at **LICENSEE's** sole cost and expense. If **LICENSEE** fails to complete the required action, the **COUNTY** may, at its option, take the appropriate action at the sole cost and expense of **LICENSEE**.

LICENSEE shall be responsible for all damages, to whomever, caused by **LICENSEE's** failure to adjust, demolish, reconstruct, remove, modify, repair or relocate any Improvements within the time periods set forth herein.

F. If the **COUNTY** requests the **LICENSEE** to permanently remove any or all portions of the Improvements then the **LICENSEE's** license for that portion(s) of the public right-of-way containing such Improvements is thereby revoked.

G. Notwithstanding any other provision contained in this Agreement, in the event immediate action, as determined by the Director of Public Works or its designee, is required for the adjustment, demolition, reconstruction, reinstallation, modification, removal, repair or relocation of any or all of its Improvements as provided for in or under the circumstances described in Sections 3B and 3C of this Agreement, **LICENSEE** hereby agrees to immediately (upon notice thereof and receipt of all necessary permits) adjust, remove, replace, repair or reconstruct said

Improvements. In addition, the **COUNTY** at its option may, at the expense of the **LICENSEE**, adjust, demolish, remove, replace, repair or reconstruct said Improvements if **LICENSEE** fails to take immediate action. **LICENSEE** agrees to pay the **COUNTY** for all costs and expenses incurred by the **COUNTY** associated therewith within thirty (30) calendar days of receipt of a bill from the **COUNTY**.

H. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety or welfare (an "Emergency Event"), whether or not caused by **LICENSEE** or the Improvements, as determined by the Director of Public Works or its designee, the **LICENSEE** hereby agrees to immediately (upon notice thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the **COUNTY** at its option may, at the expense of the **LICENSEE**, adjust, demolish, remove, replace, repair or reconstruct said Improvements if said Improvements cause or contribute to an Emergency Event. **LICENSEE** agrees to pay the **COUNTY** for all costs and expenses incurred by the **COUNTY** associated therewith within thirty (30) calendar days of receipt of a bill from the **COUNTY**.

I. If an Emergency Event, not caused by **LICENSEE** or the Improvement occurs, the **COUNTY** at its own option may, at its cost and expense, adjust, modify, remove, replace, reinstall, repair or reconstruct the Improvements within the time period and the manner solely determined by the **COUNTY**, in its sole discretion.

SECTION 4: LIABILITY AND INDEMNIFICATION

LICENSEE, or its successors in interest, shall indemnify, defend, and hold harmless the **COUNTY** and its officers, agents, employees, and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, attorneys' fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss or destruction of property whatsoever when such injury, death, loss, destruction or damage is due to or arising from or as a result of or connected to: 1) the Improvements; 2) any work, action or inaction by the **LICENSEE**, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Improvements and this Agreement; 3) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the Improvements, whether by **LICENSEE** or by an agent; 4) **LICENSEE**'s obligations or rights set forth in this Agreement; 5) this Agreement, including, but not limited to, **COUNTY** approvals, decisions, and determinations made relating to this Agreement; and 6) work, actions, inactions and/or occurrences, and are related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

At its option, the **COUNTY** may elect to hire an attorney and/or attorneys to defend the **COUNTY**, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements, and arbitrations. If the **COUNTY** exercises this option, **LICENSEE** agrees that **LICENSEE** remains subject to all indemnification obligations as set forth in this Section, including,

but not limited to, paying all costs, attorneys' fees, costs of suit, costs of appeal, and expert witness fees. COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if COUNTY pays the settlement or compromise amount; provided, however, that COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate LICENSEE for the payment of money or to take any action without LICENSEE's prior approval. Notwithstanding the above, if it is determined that LICENSEE fails to indemnify or defend the COUNTY and if it is determined that the COUNTY is legally liable to the Party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then LICENSEE is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Section 4. LICENSEE agrees, within thirty (30) calendar days of receipt of billings from the COUNTY to pay all attorneys' fees and such other costs and/or expenses as required by the COUNTY in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

LICENSEE also agrees to repair and/or restore, to the satisfaction of the COUNTY, any damage sustained to private property and the public property, including, but not limited to, County Property, caused by the LICENSEE.

This Section 4 survives termination of this Agreement.

LICENSEE agrees that the COUNTY will not be liable or responsible for any damage or injury to the Improvements.

SECTION 5: INSURANCE POLICY

LICENSEE, at its own cost and expense, shall obtain and maintain commercial general liability insurance naming the COUNTY, its officers, employees, volunteers, and agents as additional insured's for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. LICENSEE shall maintain at all times limits of no less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the LICENSEE must provide for a 30-day calendar notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. LICENSEE shall provide the COUNTY with ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09) within ten (10) business days after execution of this Agreement by LICENSEE. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit LICENSEE's liability obligations to the COUNTY. Attached as Exhibit "D" is an ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09), evidencing said compliance with this Section 5.

SECTION 6: REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON TERMINATION

Upon termination of this Agreement, the **LICENSEE** shall, at its sole expense, if requested by the **COUNTY**, remove or relocate all Improvements from the County Property in accordance with the provisions of Section 3E of this Agreement. Upon termination, **LICENSEE** agrees to clean the County Property and remove all trash and debris.

SECTION 7: CASH DEPOSIT

Within ten (10) business days after execution of this Agreement by **LICENSEE**, the **LICENSEE** shall deposit with the **COUNTY** a cash deposit in the amount of **Twenty Thousand (\$20,000.00)** to secure its obligations set forth in this Agreement. A copy of the cash deposit is attached hereto as Exhibit "D." The cash deposit must be maintained in full as a continuing obligation during the entire term of this license. The **COUNTY** shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with removal or repair of the Improvements and/or in connection with or by reason of any default of the **LICENSEE**, and within ten (10) calendar days thereafter the **LICENSEE** will replenish the cash deposit to the full amount. In the event the Improvements are removed pursuant to this Agreement, the **COUNTY** shall not be liable to the **LICENSEE** for any damages sustained by the **LICENSEE** for or on account of such removal.

This Section 7 survives termination of this Agreement except, upon termination of this Agreement, the cash deposit or any portion of the cash deposit, as solely determined by the **COUNTY**, shall be returned to the **LICENSEE** so long as the **COUNTY**, in its sole discretion, determines that the cash deposit will not be needed for the purposes set forth herein.

SECTION 8: TERMINATION ON BREACH AND WAIVER OF BREACH

The breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the **LICENSEE** shall, at the option of the **COUNTY**, constitute a termination of this Agreement and license and all rights of the **LICENSEE** hereunder. The waiver by the **COUNTY** of the breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the **LICENSEE** shall in no way impair the right of the **COUNTY** to enforce its rights upon any subsequent breach thereof.

SECTION 9: TERMINATION ON NOTICE

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by the Board of County Commissioners, with or without cause and regardless of the nature of the improvement made by **LICENSEE**, upon ten (10) calendar days written notice to the **LICENSEE**.

At the time of termination, **LICENSEE** shall comply with Section 6 of this Agreement and, if requested by the **COUNTY**, have the Improvements removed or relocated in accordance with the provisions of Section 3E of this Agreement, as solely determined by the **COUNTY**, and/or replaced with standard improvements as required by the **COUNTY**. **LICENSEE** understands and

agrees that it has no cause of action or right of recourse based upon the COUNTY's election to terminate this Agreement.

SECTION 10: EFFECTIVE DATE

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

SECTION 11: NOTICES

All notices under this Agreement shall be in writing and sent by personal delivery, express, priority or certified mail, postage prepaid, return receipt requested to the address set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either Party may change these addresses by giving notice as provided above.

COUNTY:

County of Clark, Nevada
Attention: Denis Cederburg, Director
Department of Public Works
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

LICENSEE:

Clark County Stadium Authority
Attention: Don Webb
6623 Las Vegas Blvd South #380
Las Vegas, NV 89119

SECTION 12: INDEPENDENT CONTRACTOR

The relationship of the LICENSEE to the COUNTY shall be that of an independent contractor.

SECTION 13: PARTIES AND INTERESTS

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the LICENSEE only.

SECTION 14: COVENANT NOT TO SUE

LICENSEE agrees not to bring any cause of action, claim, suit or demand of any nature against the COUNTY related to or arising out of or based on any terms and conditions of this Agreement, the Improvements, the COUNTY's issuance of any permits to LICENSEE and issuance of the license under this Agreement. LICENSEE agrees and understands that it does not have any right to legally challenge or contest the COUNTY's conditions, requirements, and/or decisions with respect to the Improvements, this Agreement, including, but not limited to, the termination of this Agreement, and removal and replacement of Improvements.

SECTION 15: SUCCESSORS AND ASSIGNS / NON ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, successors in interest, successor purchaser and permitted assigns. Notwithstanding the previous sentence, LICENSEE shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY. At the time of approval of an assignment is requested, the Board of County Commissioners may, in its sole discretion, accept the assignment or terminate this Agreement and require the LICENSEE to comply with the requirements of Section 6 of this Agreement.

SECTION 16: INTEGRATION AND MODIFICATION

This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements, and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of authorship of any of the provisions of this Agreement.

SECTION 17: JOINT AND SEVERAL LIABILITY

In the event that more than one (1) person or entity is defined as LICENSEE under this Agreement, all such persons and/or entities defined as LICENSEE shall be jointly and severally liable for the terms, conditions, obligations, and duties of this Agreement, as set forth herein.

SECTION 18: SIGNAGE

LICENSEE hereby agrees that commercial advertising is prohibited on any facility or structure within public right-of-way, including the County Property. Any signage or symbology must be approved by the COUNTY and must be in accordance with federal, state, and local laws, ordinances, and codes, including, but not limited to, Nevada Revised Statute 484.287 and the Manual on Uniform Traffic Control Devices, or as approved by the COUNTY in Section 2(a) of this Agreement.

SECTION 19: COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the Parties hereto.

SECTION 20: HEADINGS

The headings of the sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

SECTION 21: GOOD FAITH NEGOTIATIONS

The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution and approval by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

CLARK COUNTY, a political
subdivision of the State of Nevada

ATTEST:

By: _____
Marilyn Kirkpatrick, Chair
Board of County Commissioners

Lynn Marie Goya
County Clerk

Approved as to form:

Laura C. Rehfeldt
Deputy District Attorney

LICENSEE:

LAS VEGAS STADIUM AUTHORITY

By: _____
Steven Hill, Chairman

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC
in and for said County and State

My Commission expires: _____
{SEAL}

EXHIBIT "A"
LICENSEE'S PROPERTY

Exhibit A to Deed

Legal Description

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

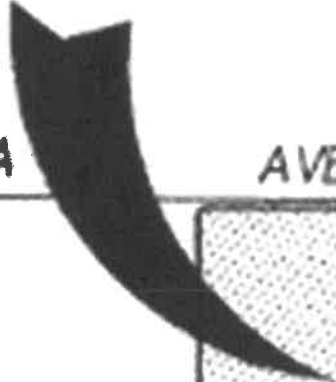
LOTS ONE (1) AND TWO (2) OF THE FINAL MAP OF NEW LAS VEGAS STADIUM, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 155 OF PLATS, PAGE 81, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.



BOULEVARD

VALLEY VIEW

SITE



HACIENDA

AVENUE

POLARIS AVENUE

DEAN MARTIN DRIVE

SEC 30

SEC 29

SEC 31

SEC 32

RUSSELL

INTERSTATE 15

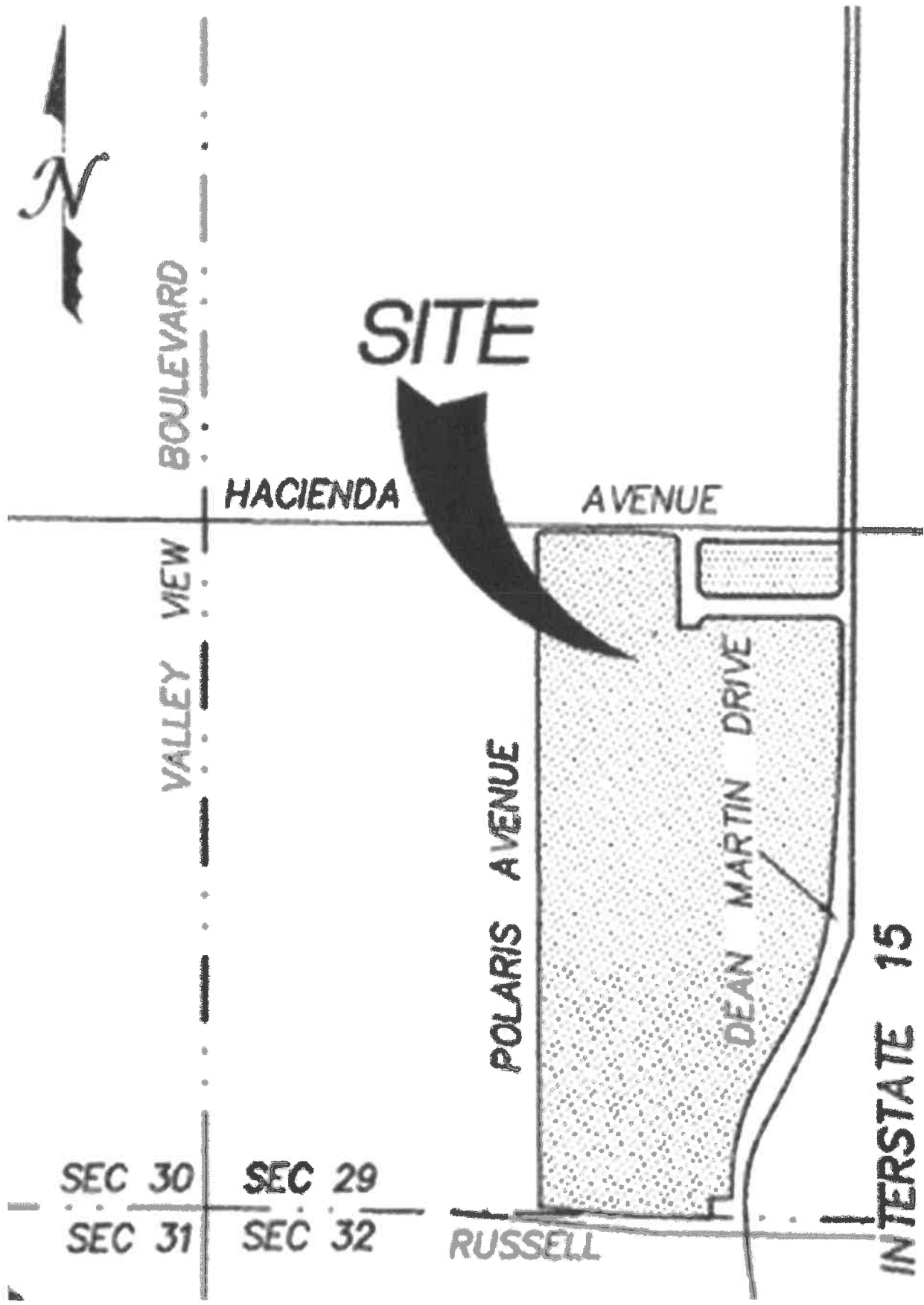
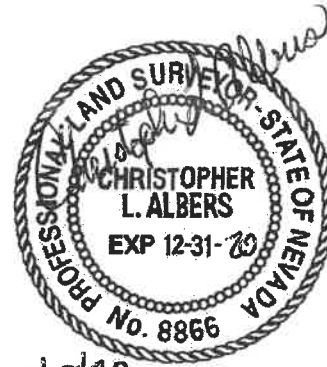


EXHIBIT "B"
COUNTY'S RIGHT OF WAY AND AREA OF NON-STANDARD
IMPROVEMENTS

February 18, 2020

EXHIBIT "A"
LICENSE AND MAINTENANCE AGREEMENT
LEGAL DESCRIPTION

THIS DOCUMENT DESCRIBES AN AREA OF LAND TO BE GRANTED AS LICENSE AND MAINTENANCE AGREEMENT EASEMENT, WITHIN AL DAVIS WAY APPROXIMATELY 550 FEET EAST OF THE ALDEBARAN AVENUE - AL DAVIS WAY INTERSECTION.



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, SAID POINT ALSO BEING THE CENTER-WEST SIXTEENTH SECTION CORNER OF SAID SECTION 29 AND THE CENTERLINE INTERSECTION OF HACIENDA AVENUE AND POLARIS AVENUE;

THENCE, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29 AND THE CENTERLINE OF HACIENDA AVENUE, NORTH 89°58'37" EAST, A DISTANCE OF 392.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 865.00 FEET AND A CENTRAL ANGLE OF 08°19'15";

THENCE, DEPARTING SAID NORTH LINE AND CONTINUING, THE NEXT TWO COURSES: 1) EASTERLY ALONG SAID CENTERLINE OF HACIENDA AVENUE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 125.62 FEET TO A POINT OF TANGENCY;

THENCE 2) SOUTH 81°42'08" EAST, A DISTANCE OF 105.23 FEET TO THE CENTERLINE INTERSECTION OF ALDEBARAN AVENUE;

THENCE, DEPARTING SAID CENTERLINE OF HACIENDA AVENUE, SOUTH 00°15'16" EAST ALONG THE CENTERLINE OF ALDEBARAN AVENUE, A DISTANCE OF 305.67 FEET TO THE INTERSECTION WITH AL DAVIS WAY;

February 18, 2020

THENCE, DEPARTING SAID ALDEBARAN AVENUE AND ALONG THE CENTERLINE OF AL DAVIS WAY, NORTH $89^{\circ}58'37''$ EAST, A DISTANCE OF 550.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID CENTERLINE, NORTH $00^{\circ}01'23''$ WEST, A DISTANCE OF 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID AL DAVIS WAY;

THENCE NORTH $89^{\circ}58'37''$ EAST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH $00^{\circ}01'23''$ EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID AL DAVIS WAY;

THENCE SOUTH $89^{\circ}58'37''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET;

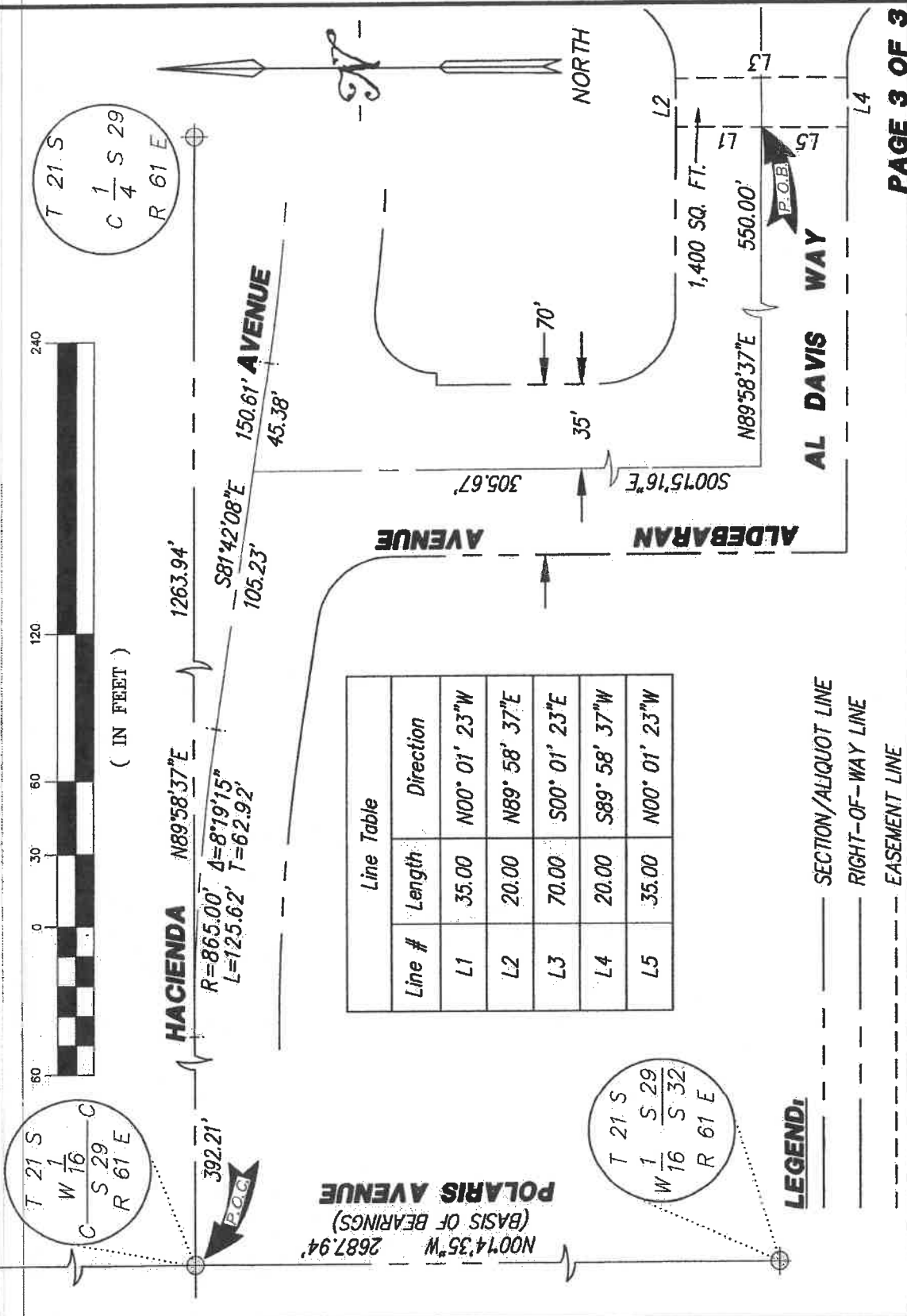
THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, NORTH $00^{\circ}01'23''$ WEST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,400 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH $00^{\circ}14'35''$ EAST, BEING THE BEARING OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY MAP RECORDED IN BOOK 155 OF PLATS, PAGE 81 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

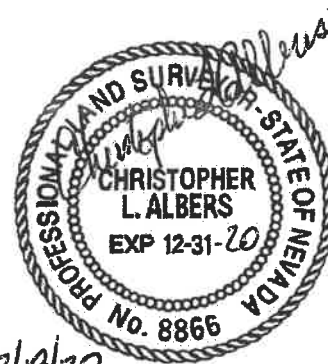
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR A LICENSE AND MAINTENANCE AGREEMENT



February 18, 2020

EXHIBIT "A"
LICENSE AND MAINTENANCE AGREEMENT
LEGAL DESCRIPTION

THIS DOCUMENT DESCRIBES AN AREA OF LAND TO BE GRANTED AS LICENSE AND MAINTENANCE AGREEMENT EASEMENT, WITHIN ALDEBARAN AVENUE APPROXIMATELY 70 FEET SOUTH OF HACIENDA AVENUE.



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, SAID POINT ALSO BEING THE CENTER-WEST SIXTEENTH SECTION CORNER OF SAID SECTION 29 AND THE CENTERLINE INTERSECTION OF HACIENDA AVENUE AND POLARIS AVENUE;

THENCE, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29 AND THE CENTERLINE OF HACIENDA AVENUE, NORTH 89°58'37" EAST, A DISTANCE OF 392.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 865.00 FEET AND A CENTRAL ANGLE OF 08°19'15";

THENCE, DEPARTING SAID NORTH LINE AND CONTINUING, THE NEXT TWO COURSES: 1) EASTERLY ALONG SAID CENTERLINE OF HACIENDA AVENUE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 125.62 FEET TO A POINT OF TANGENCY;

THENCE 2) SOUTH 81°42'08" EAST, A DISTANCE OF 105.23 FEET TO THE CENTERLINE INTERSECTION OF ALDEBARAN AVENUE;

THENCE, DEPARTING SAID CENTERLINE OF HACIENDA AVENUE, SOUTH 00°15'16" EAST ALONG THE CENTERLINE OF ALDEBARAN AVENUE, A DISTANCE OF 67.38 FEET TO THE POINT OF BEGINNING;

THENCE, DEPARTING SAID CENTERLINE, NORTH 89°44'44" EAST, A DISTANCE OF 41.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID ALDEBARAN

February 18, 2020

AVENUE AS SHOWN BY THE MAP OF NEW LAS VEGAS STADIUM, A COMMERCIAL SUBDIVISION, AS RECORDED IN BOOK 155, PAGE 81 OF PLATS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 17°47'19" AND FROM WHICH POINT A RADIAL LINE BEARS SOUTH 72°27'25" EAST;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 7.76 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY THE NEXT TWO (2) COURSES: 1) SOUTH 89°44'44" WEST, A DISTANCE OF 5.05 FEET;

THENCE, 2) SOUTH 00°15'16" EAST, A DISTANCE OF 12.36 FEET;

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°44'44" WEST, A DISTANCE OF 70.00 FEET TO THE WESTERLY RIGHT-OF-WAY AS SHOWN BY SAID MAP OF NEW LAS VEGAS STADIUM;

THENCE NORTH 00°15'16" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET;

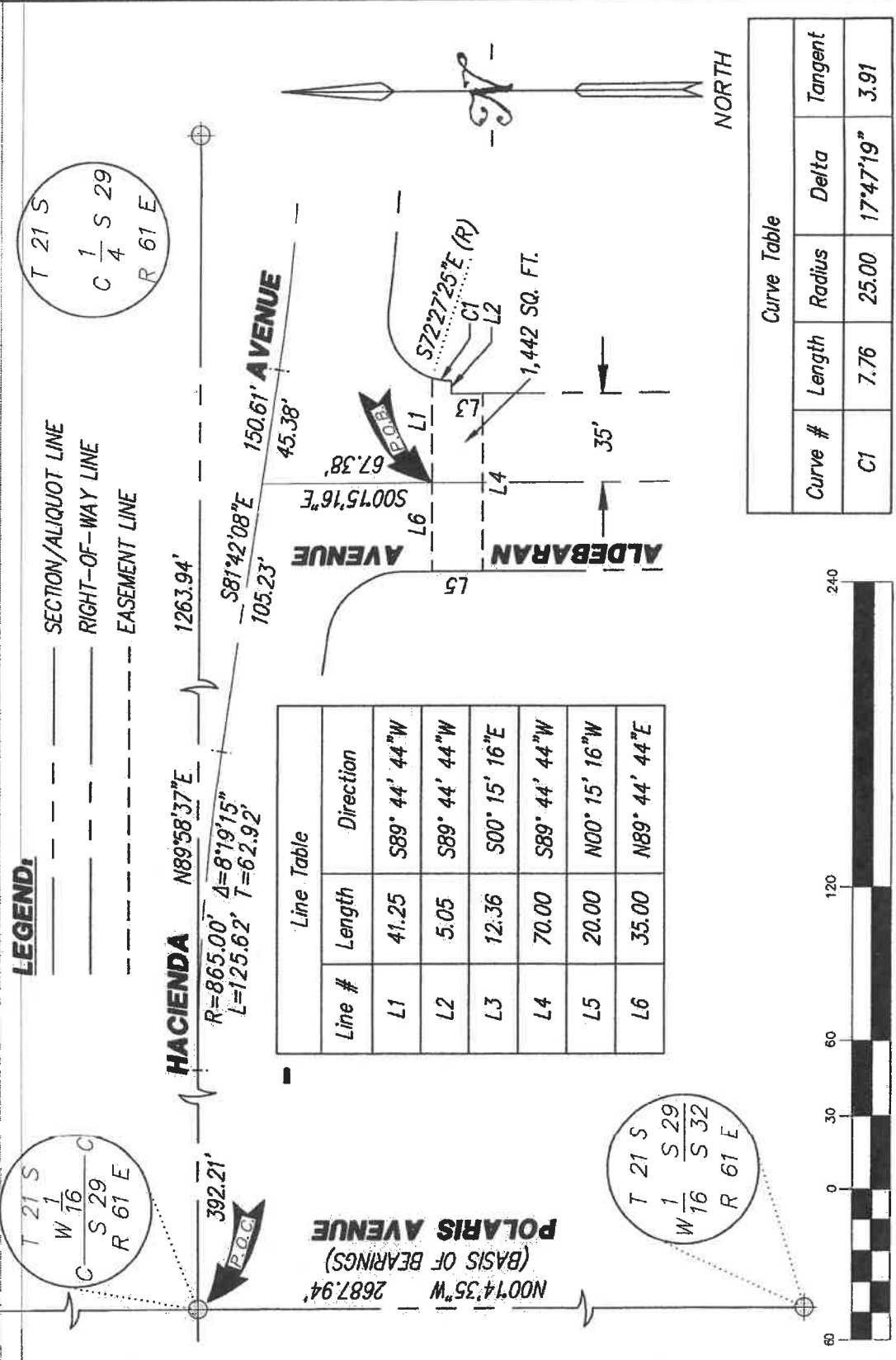
THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°44'44" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,442 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 00°14'35" EAST, BEING THE BEARING OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY MAP RECORDED IN BOOK 155 OF PLATS, PAGE 81 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR A LICENSE AND MAINTENANCE AGREEMENT



LEGEND:

- SECTION/ALIQOUT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE

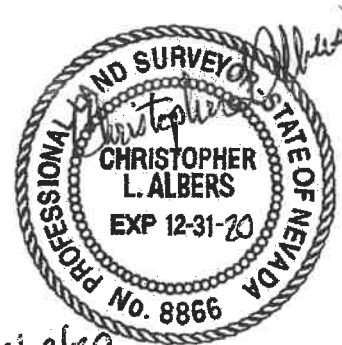
Line Table	
Line #	Direction
L1	S89° 44' 44"W
L2	S89° 44' 44"W
L3	S00° 15' 16"E
L4	S89° 44' 44"W
L5	N00° 15' 16"W
L6	N89° 44' 44"E

Curve Table			
Curve #	Length	Radius	Delta
C1	7.76	25.00	17°47'19"
			Tangent 3.91

February 18, 2020

EXHIBIT "A"
LICENSE AND MAINTENANCE AGREEMENT
LEGAL DESCRIPTION

THIS DOCUMENT DESCRIBES AN AREA OF LAND TO BE GRANTED AS LICENSE AND MAINTENANCE AGREEMENT EASEMENT, WITHIN POLARIS AVENUE INTERSECTION APPROXIMATELY 1,442 FEET SOUTH OF HACIENDA AVENUE.



LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, SAID POINT ALSO BEING THE CENTER-WEST SIXTEENTH SECTION CORNER OF SAID SECTION 29 AND THE CENTERLINE INTERSECTION OF HACIENDA AVENUE AND POLARIS AVENUE;

THENCE SOUTH 00°14'35" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29 AND THE CENTERLINE OF POLARIS AVENUE, A DISTANCE OF 1,344.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);

THENCE, CONTINUING SOUTH 00°14'35" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND SAID CENTERLINE OF POLARIS AVENUE, A DISTANCE OF 97.43 FEET TO THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID WEST LINE AND CENTERLINE, NORTH 89°58'37" EAST, A DISTANCE OF 45.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF POLARIS AVENUE, AS GRANTED BY THE MAP OF NEW LAS VEGAS STADIUM, A COMMERCIAL SUBDIVISION, RECORDED IN BOOK 155, PAGE 81 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA;

February 18, 2020

THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH $00^{\circ}14'35''$ EAST, A DISTANCE OF 20.00 FEET;

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY, SOUTH $89^{\circ}58'37''$ WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF POLARIS AVENUE AS GRANTED IN THE DOCUMENT RECORDED OCTOBER 26, 1989 AS INSTRUMENT NO. 19891026:0000752, IN SAID CLARK COUNTY, NEVADA OFFICIAL RECORDS;

THENCE, NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH $00^{\circ}14'35''$ WEST, A DISTANCE OF 20.00 FEET;

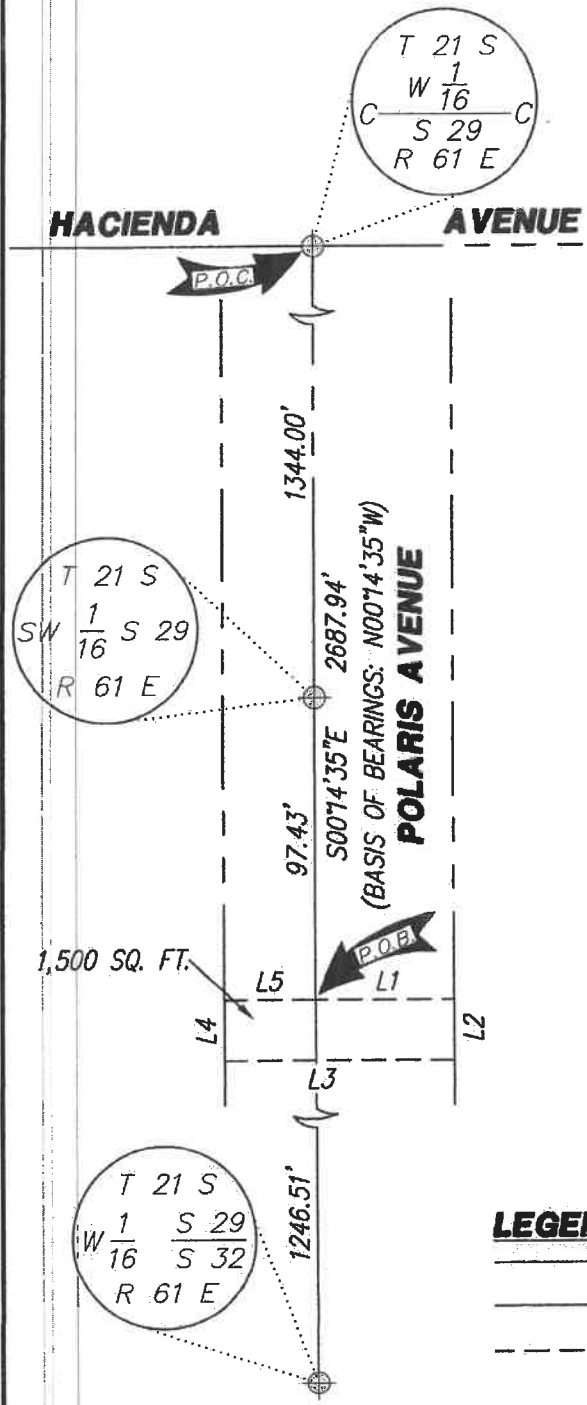
THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH $89^{\circ}58'37''$ EAST, A DISTANCE OF 30.00 FEET TO SAID CENTERLINE AND THE POINT OF BEGINNING.

CONTAINING 1,500 SQUARE FEET, MORE OR LESS.

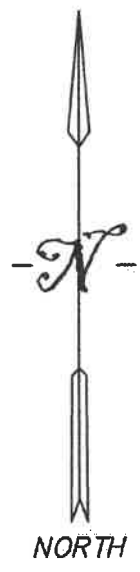
BASIS OF BEARINGS

NORTH $00^{\circ}14'35''$ EAST, BEING THE BEARING OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M. AS SHOWN BY MAP RECORDED IN BOOK 155 OF PLATS, PAGE 81 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR A LICENSE AND MAINTENANCE AGREEMENT



Line Table		
Line #	Length	Direction
L1	45.00	N89° 58' 37"E
L2	20.00	S00° 14' 35"E
L3	75.00	S89° 58' 37"W
L4	20.00	N00° 14' 35"W
L5	30.00	N89° 58' 37"E



LEGEND:

----- SECTION/ALIQUOT LINE

----- RIGHT-OF-WAY LINE

----- EASEMENT LINE



(IN FEET)

EXHIBIT "C"
DEPICTION AND DESCRIPTION OF IMPROVEMENTS



February 27, 2020
KH Project No: 092956006

Clark County Public Works
500 S. Grand Central Parkway, Box 551749
Las Vegas, Nevada 89155-1749

Reference: *Las Vegas Stadium – License & Maintenance Agreement (17-48520)*

To whom it may concern:

Subject to the project outlined in the conditions of approval for UC-0557-17, we are submitting this request to prepare the documents for a License and Maintenance Agreement.

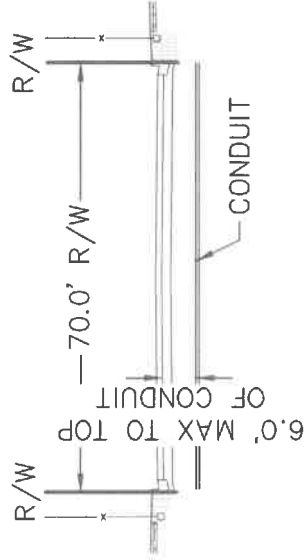
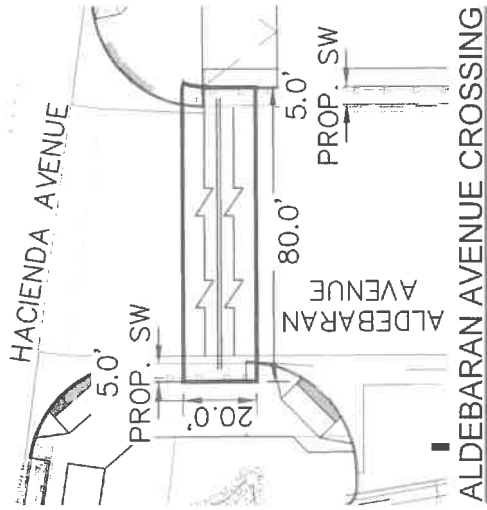
The proposed off-site improvements for the Las Vegas Stadium (nka Allegiant Stadium) located at the Southeast corner (SEC) of Hacienda and Polaris are for the installation of fiber conduit and irrigation crossing Aldebaran Avenue, Al Davis Way and Polaris as shown on the off-site improvement plans under PW 17-48520. Note that in the case of the Polaris crossing it is only for fiber and does not include any irrigation crossing. In coordination with Public Works, a License and Maintenance Agreement for non-standard improvements within the right of way.

All necessary documents are attached for your use in preparing the document.

We hope that the above clarifies the extent and purpose of the request for the necessary document to be prepared. Should you require additional information or clarification, please contact me at 702.327.2567 or jody.belsick@Kimley-Horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Jody Walker Belsick, P.E.



ALDEBARAN AVENUE - SECTION (PUBLIC)
NTS

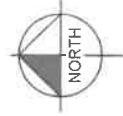


KEY MAP

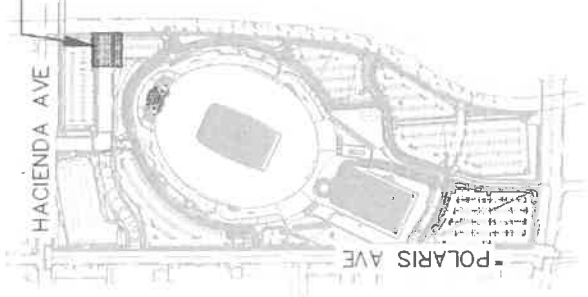
LEGEND



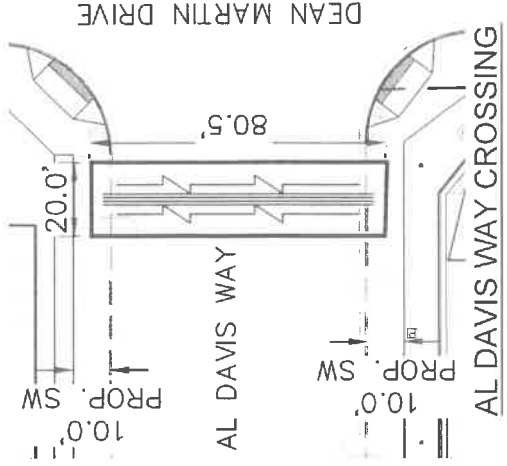
LICENSE AND MAINTENANCE
AGREEMENT AREA



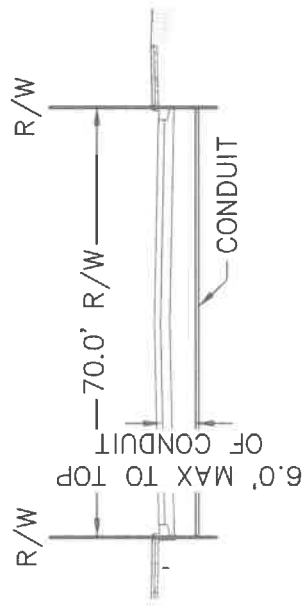
AL DAVIS
WAY
CROSSING



KEY MAP



AL DAVIS WAY CROSSING



AL DAVIS WAY - SECTION (PUBLIC)
NTS

LEGEND



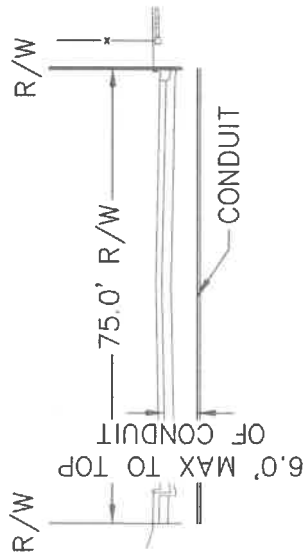
LICENSE AND MAINTENANCE
AGREEMENT AREA



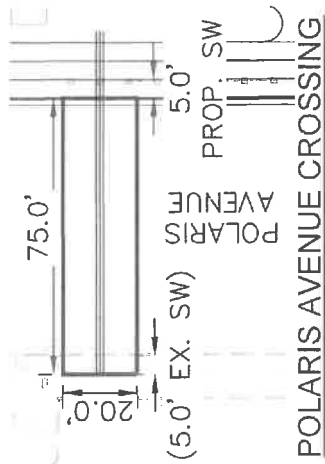


POLARIS AVE
CROSSING

KEY MAP



POLARIS AVENUE - SECTION (PUBLIC)
NTS



POLARIS AVENUE CROSSING

LEGEND



LICENSE AND MAINTENANCE
AGREEMENT AREA



EXHIBIT "D"
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED LV Stadium Events Company, LLC 1220 Harbor Bay Parkway Alameda, CA 94502	INSURER A: Lloyd's	NAIC # B7874
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W16234698 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XN5229017	11/01/2017	05/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Allegiant Stadium, for the License & Maintenance Agreement (which is for conduit to cross public right of way in 3 locations, ministerial item).

CERTIFICATE HOLDER Clark County Public Works 500 S Grand Central Parkway Las Vegas, NV 89155-4000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT "E"
COPY OF SECURITY DEPOSIT

NON STANDARD IMPROVEMENTS TOTAL REMOVAL COST

ITEM	DESCRIPTION	UNIT	PRICE	COST OF REMOVAL
1	Remove Elec and Landscape Irr Crossings Ald & Al Davis	EA #	1 \$ 10,000.00	\$ 10,000.00
2	Removal of Fiber Crossing Polaris	EA #	1 \$ 10,000.00	\$ 10,000.00
3	<i>*Cost Estimate Provided by Mortenson McCarthy JV</i>			\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
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33				\$ -
34				\$ -
35				\$ -
36				\$ -
37				\$ -
38				\$ -
39				\$ -
40				\$ -
41				\$ -
42				\$ -
43				\$ -
44				
Total Cost of Removal:				\$ 20,000.00