

**DETERMINATIONS AND FINDINGS OF THE BOARD OF DIRECTORS OF THE  
CLARK COUNTY STADIUM AUTHORITY**

**WHEREAS**, Senate Bill 1, known as the Southern Nevada Tourism Improvements Act (the “Act”), was approved by the 30<sup>th</sup> Special Session (2016) of the Nevada Legislature, and signed by the Governor on October 17, 2016 (the “Effective Date”);

**WHEREAS**, the Act authorizes the acquisition, financing, construction, lease, improvement, equipping, operation, and maintenance of a National Football League stadium in Clark County, Nevada;

**WHEREAS**, Section 21 of the Act authorizes the creation of the Stadium Authority (as defined in Section 16 of the Act) as a public body to carry out the provisions of the Act governing the National Football League Stadium Project (as defined in Section 12 of the Act);

**WHEREAS**, the Board of Directors (as defined in Section 5 of the Act) of the Stadium Authority was appointed pursuant to Subsection 1 of Section 22 of the Act;

**WHEREAS**, pursuant to Subsection 1 of Section 36 of the Act, the Board of Directors shall request that the Board of County Commissioners (as defined in Section 4 of the Act) issue general obligations of the County (as defined in Section 10 of the Act) pursuant to Subsection 2 of Section 36 of the Act if the Board of Directors makes certain determinations as set forth in Subsections 1(a) to 1(g), inclusive, of Section 36 of the Act;

**WHEREAS**, in support of the finding required by Subsection 1(a) of Section 36 of the Act, namely, that the Stadium Authority has entered into a development agreement and a lease agreement pursuant to Subsections 2 and 3 of Section 29 of the Act, the Board of Directors has been provided with executed copies of such development agreement and lease agreement, which are attached hereto as Exhibit A and Exhibit B, respectively;

**WHEREAS**, in support of the finding required by Subsection 1(b) of Section 36 of the Act, namely, that the proceeds of the tax imposed pursuant to Subsection 1 of Section 33 of the Act that will be pledged to the payment of the general obligations will generate sufficient revenue to meet or exceed the debt service coverage ratio of 1.5 times the anticipated annual debt service for each year of the term of the obligations, the Board of Directors has been provided with the supporting documentation attached hereto as Exhibit C evidencing that the proceeds of such tax will generate sufficient revenue to meet or exceed such debt service coverage ratio for each such year;

**WHEREAS**, in support of the finding required by Subsection 1(c) of Section 36 of the Act, namely, that the contract for the construction of the National Football League stadium project is a guaranteed maximum price contract with a contingency amount of 10% of the estimated hard costs of the National Football League stadium project or such lesser percentage as is determined to be adequate by the Board of Directors but not less than 5% of the estimated hard costs of the project, the Board of Directors has been provided with that certain guaranteed maximum price design-build agreement between the Developer Partner and Mortenson-McCarthy Las Vegas Stadium, as amended, which provides for a contingency of 7.5% of the estimated hard costs of the project, a copy of such agreement is attached hereto as Exhibit D;

**WHEREAS**, in support of the finding required by Subsection 1(d) of Section 36 of the Act, namely, that the prime contractor for the construction of the National Football League stadium project has provided adequate security to guarantee timely performance of the construction of the project and liquidated damages related thereto, the Board of Directors has been provided with that certain guaranty from certain parent entities of the Design-Builder naming the Stadium Authority as a co-obligee, a copy of which is attached hereto as Exhibit E;

**WHEREAS**, in support of the finding required by Subsection 1(e) of Section 36 of the Act, namely, that a developer partner has provided a financing commitment that the Board of Directors finds is sufficient to pay the portion of the estimated cost of the National Football League stadium project that is to be paid from sources other than money derived from the proceeds of the bonds or other securities issued pursuant to Section 36 of the Act and the tax imposed pursuant to Subsection 1 of Section 33 of the Act, plus the contingency amount approved by the Board of Directors pursuant to Subsection 1(c) of Section 36, and is secured by any combination of: (1) an irrevocable deposit of cash into a stadium project construction fund held in trust by a commercial bank with trust powers which is established by a developer partner and the Stadium Authority and which cannot be used for any purpose other than payment of the cost of the project until those costs have been paid in full, (2) closed construction debt financing from a lender or lenders rated “A-“ or better by Standard and Poor’s Rating Services or “A3” or better by Moody’s Investor Services, Inc., or other equivalent as determined by the Board of Directors, which allows draws for the costs of construction of the project, interest during construction and any costs of issuance, and which draws may be subject to conditions precedent as set forth in Subsection 1(e)(2) of Section 36 of the Act, (3) approved National Football

League (the “NFL”) financing through the G-4 loan program of the NFL, or its successor program, which allows draws for the cost of construction of the project and no other purpose until those costs have been paid in full, if the lender is rated “A-“ or better by Standard and Poor’s Rating Services or “A3” or better by Moody’s Investor Services, Inc., or other equivalent as determined by the Board of Directors, and which draws may be subject to conditions precedent as set forth in Subsection 1(e)(2) of Section 36 of the Act, and (4) irrevocable letters of credit or commitments to pay the costs of construction of the project which irrevocably and unconditionally allow draws for the costs of construction of the project and no other purpose until those costs have been paid in full, which is provided by a bank with at least \$1 billion in assets that is rated “A” or better by Standard and Poor’s Rating Service or “A2” or better by Moody’s Investor Services, Inc., or their equivalent as determined by the Board of Directors, the Board of Directors has been provided with written evidence satisfactory to the Board of Directors evidencing that certain debt financing has been made to or for the benefit of the developer partner, including the loan related to the sale of personal seat licenses, stadium builder’s licenses or similar instruments for any and all seats in the National Football League stadium project, which is attached hereto as Exhibit F-1 and Exhibit F-2, and written evidence satisfactory to the Board of Directors that the NFL has approved the developer partner for financing through the G-4 loan program of the NFL, which is attached hereto as Exhibit G;

**WHEREAS**, in support of the finding required by Subsection 1(f) of Section 36 of the Act, namely, that a developer partner has any development agreements required by state or local governments relative to providing adequate offsite infrastructure improvements for the National Football League stadium project, the Board of Directors has been provided with that certain letter from the Nevada Department of Transportation, which is attached hereto as Exhibit H-1, and that certain development agreement between the County and the developer partner, which is attached hereto as Exhibit H-2;

**WHEREAS**, in support of the finding required by Subsection 1(g) of Section 36 of the Act, namely, that the Stadium Authority and a developer partner have agreed on an estimate of the total cost of the National Football League stadium project, the Board of Directors has been provided with that certain project budget, which is attached hereto as Exhibit I and confirms that the Stadium Authority and the developer partner have agreed that the estimated total cost of the National Football League stadium project is \$[\_\_\_];

**WHEREAS**, based on its review of the documents and other information and matters set forth above and supported by the exhibits attached hereto, in the performance of its duties under the Act, the Board of Directors is prepared to make the determinations required by Subsections 1(a) to 1(g), inclusive, of Section 36 of the Act; and

**WHEREAS**, pursuant to Subsection 6 of Section 36 of the Act, any determination or finding by the Board of Directors pursuant to Section 36 of the Act is conclusive, absent fraud.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE STADIUM AUTHORITY HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

1. The Stadium Authority has entered into a development agreement and a lease agreement pursuant to Subsections 2 and 3 of Section 29 of the Act;

2. The proceeds of the tax imposed pursuant to Subsection 1 of Section 33 of the Act that will be pledged to the payment of the general obligations will generate sufficient revenue to meet or exceed the debt service coverage ratio of 1.5 times the anticipated annual debt service for each year of the term of the obligations;

3. The contract for the construction of the National Football League stadium project is a guaranteed maximum price contract with a contingency amount of 7.5% of the estimated hard costs of the National Football League stadium project, which percentage is hereby determined to be adequate by the Board of Directors;

4. The prime contractor for the construction of the National Football League stadium project has provided adequate security to guarantee timely performance of the construction of the project and liquidated damages related thereto;

5. The developer partner has provided a financing commitment that the Board of Directors finds is sufficient to pay the portion of the estimated cost of the National Football League stadium project that is to be paid from sources other than money derived from the proceeds of the bonds or other securities issued pursuant to Section 36 of the Act and the tax imposed pursuant to Subsection 1 of Section 33 of the Act, plus the contingency amount approved by the Board of Directors pursuant to Subsection 1(c) of Section 36, and is secured by a combination of the items described in Subsections 1(e)(1) through 1(e)(4), inclusive, of Section 36 of the Act;

6. The developer partner has any development agreements required by state or local governments relative to providing adequate offsite infrastructure improvements for the National Football League stadium project;

7. The Stadium Authority and the developer partner have agreed on an estimate of the total cost of the National Football League stadium project; and

8. All of the above determinations having been made and conditions satisfied, the Board of Directors hereby requests that the Board of County Commissioners issue general obligations of the County pursuant to Subsection 2 of Section 36 of the Act. The Board of Directors hereby directs Jeremy Aguero to transmit a copy of this document to the Board of County Commissioners to effect such request.

**PASSED, ADOPTED AND APPROVED** this \_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF DIRECTORS OF THE  
CLARK COUNTY STADIUM AUTHORITY**

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STEVE HILL, Chairman

ATTEST:

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LYNN MARIE GOYA, Clark County Clerk

**EXHIBIT A**

Stadium Development Agreement

[See Attached]

**EXHIBIT B**

Stadium Lease Agreement

[See Attached]

**EXHIBIT C**

Revenue Documentation

[See Attached]



**EXHIBIT D**

Guaranteed Maximum Price Design-Build Agreement

[See Attached]

**EXHIBIT E**

Guaranty

[See Attached]

**EXHIBIT F-1**

Bank of America, N.A. Letter Evidencing Debt Financing

[See Attached]

**EXHIBIT F-2**

StadCo Supporting Letter

[See Attached]

**EXHIBIT G**

[Letter From NFL Approving Financing Through G-4 Loan Program]

[See Attached]

**EXHIBIT H-1**

NDOT Letter

[See Attached]



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

RUDY MALFABON, P.E., *Director*

In Reply Refer to:

March 14, 2018

Clark County Stadium Authority  
c/o Applied Analysis  
6385 S. Rainbow Blvd., Suite 105  
Las Vegas, NV 89118

Re: Raiders' Las Vegas Stadium Project

Board Members:

The State of Nevada Department of Transportation ("NDOT") has reviewed certain materials concerning the above-referenced project. The purpose of this letter is to advise you that (a) LV Stadium Events Company, LLC has provided a commitment for what is currently believed to be an adequate contribution for the construction or improvement of any infrastructure off the site of the project that may be determined to be necessary for the project by NDOT, and that (b) LV Stadium Events Company, LLC has entered into any development agreements required by NDOT relative to the provision of off-site infrastructure improvements.

Please contact me with any additional questions or if you require anything further.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Larkin Thomason".

Tracy Larkin Thomason  
Deputy Director

CC: Rudy Malfabon, P.E. NDOT Director

**EXHIBIT H-2**

County Development Agreement

[See Attached]



Inst #: 20180108-0001585

Fees: \$0.00

01/08/2018 09:52:52 AM

Receipt #: 3290791

Requestor:

COMPREHENSIVE PLANNING CLAR

Recorded By: ANI Pgs: 54

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN# 162-29-401-017,  
162-29-302-001, 003 & 004

DEVELOPMENT AGREEMENT BETWEEN  
THE COUNTY OF CLARK AND  
LV STADIUM EVENTS COMPANY, LLC  
A NEVADA LIMITED LIABILITY COMPANY  
FOR THE LV STADIUM PROJECT  
APN# 162-29-401-017, 162-29-302-001, 003 & 004  
DA-1093-17

(Title on Document)

DA-1093-17

"This document may be Signed in Counter-Part."

Recording requested by:

Comprehensive Planning Dept.

Return to:

Name Comprehensive Planning Dept.

Address First Floor Government Center

City/State/Zip Las Vegas, NV 89155-1741

This page added to provide additional information required by NRS 111.312 Sections 1-2  
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

APN: 162-29-401-017, 162-29-302-001, 003, & 004  
Please Return to: Nancy Amundsen  
Comprehensive Planning Department  
1<sup>st</sup> Floor, Clark County Government Center  
500 Grand Central Parkway  
Las Vegas, Nevada 89131

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK**

**AND**

**LV STADIUM EVENTS COMPANY, LLC,  
a Nevada limited liability company**

**FOR THE**

**LV STADIUM PROJECT**

**DA-1093-17  
ORD-1318-17**

**January 3, 2018**

**LV STADIUM PROJECT  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Clark, State of Nevada (hereinafter referred to as the "**County**"), LV Stadium Events Company, LLC, a Nevada limited liability company (hereinafter referred to as the "**Developer**") of the Subject Property described on **Exhibit "A"**). The County and the Developer are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

**SECTION 1  
DEFINITIONS**

**1.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- (a) "**Acquisition Cost**" means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) "**ADA**" means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) "**Agreement**" has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) "**Applicable Rules**" means the specific codes, ordinances, rules, regulations and official policies of the County as adopted and in force as of the Effective Date of this Agreement and as amended and modified from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project including the portions of Title 30 of the Code, which are attached as Exhibit "B," subject to the following:
  - (1) The County shall not amend or modify the zoning and/or land use approvals established by the Land Use Approvals, including, without limitation, the permitted uses of the Project, during the term of this Agreement without the Developer's prior written approval;
  - (2) The Chapters of Title 30 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The

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Developer agrees to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (e) "**CCRFC**D" means the Clark County Regional Flood Control District.
- (f) "**Code**" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(d)(2).
- (g) "**County**" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "**County Commission**" means the Board of County Commissioners of the County of Clark, State of Nevada.
- (i) "**County Master Plan**" means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) "**Developer**" means LV Stadium Events Company LLC, and its respective successors and assigns, as the Developer and fee owner of the land constituting the Subject Property and, following the conveyance of the Subject Property to the Stadium Authority and execution of the Stadium Lease, as the Lessee under the Stadium Lease.
- (k) "**Development Agreement Ordinance**" means Chapters 30.16 and 30.20 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) "**Effective Date**" means the date on which the Ordinance approving this Agreement becomes effective.
- (m) "**Force Majeure**" means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God.
- (n) "**Improvements**" means private or public facilities that may include, but are not limited to, roadway, fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are required by the County in direct connection with and as part of the development and use of the Project.
- (o) "**Land Use Approvals**" means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, consistent with those approvals and conditions of UC-0557-17, the Agenda Sheet and Notice of Final Action attached hereto as Exhibit "C."

- (p) **“Lessee”** means LV Stadium Events Company, LLC in its capacity as the Lessee pursuant to its applicable Stadium Lease with the Stadium Authority.
- (q) **“LVMPD”** means the Las Vegas Metropolitan Police Department.
- (r) **“Master Transportation Study”** means a transportation study prepared by Developer for the Project and submitted to and approved by the County which includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.
- (s) **“NFL”** means the National Football League.
- (t) **“NDOT”** means Nevada Department of Transportation.
- (u) **“NRS”** means the Nevada Revised Statutes, as amended.
- (v) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (w) **“Pedestrian Grade Separation System”** also referred to herein as “PGSS” means a bridge or an overpass for pedestrian use over a street or highway built for the purpose of facilitating the movement of pedestrians and enhancing pedestrian safety by removing potential conflicts between pedestrians and vehicular traffic. A Pedestrian Grade Separation System may include, but will not be limited to any of the following: a pedestrian containment system, pedestrian walkways, pedestrian bridges and touch down structures, utility installations, adjustments and utility relocations, life safety features, mechanical and electrical equipment, lighting, traffic signal modifications, emergency at-grade pedestrian crossing facilities, signage, stairways, reversible escalators and elevators, emergency electrical power and such other facilities, appurtenances and features as are appropriate for pedestrian bridges. The exact locations of Pedestrian Grade Separation Systems (“PGSS”) necessitated by the Project, if any, are unknown as of the date of this Agreement.
- (x) **“Project”** means the construction, lease, improvement, equipping, operation and maintenance, financing and long-term use of a multi-purpose stadium and related infrastructure and amenities located on the Subject Property for use as a venue for an NFL team in Nevada and a broad range of other civic, community, athletic, educational, cultural, and commercial activities, including, without limitation, national sporting events, such as NFL football, the Super Bowl, collegiate football bowl, playoff, tournament, and championship games, and other large-scale entertainment and sporting events, as described in the Land Use Approvals and this Agreement. Developer shall have the right to change the name of the Project in its sole discretion and without the County’s approval.
- (y) **“Stadium Authority”** means the Clark County Stadium Authority, a body corporate and politic and political subdivision of the County, created by the Southern Nevada Tourism Improvements Act.

- (z) “**Stadium Lease**” means the ground lease agreement to be entered by the Developer following the conveyance of the Subject Property.
- (aa) “**Subject Property**” means that certain real property, which the Developer owns, generally located between Hacienda Avenue and Russell Road, and between Dean Martin Drive and Polaris Avenue, more particularly described in Exhibit “A”.
- (bb) “**Temporary Occupancy Permit**” means a temporary or partial certificate of occupancy issued by the County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (cc) “**Term**” means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

**SECTION 2  
RECITAL OF PREMISES, PURPOSE AND INTENT**

**2.01 Recitals.** This Agreement is predicated upon the following facts and findings:

- (a) **Statutory Authorization.** County is authorized, pursuant to NRS §§ 278.0201 through 278.0207 and 278.02591 through 278.02598, inclusive, to enter into binding development agreements with persons having a legal or equitable interest in real property and, pursuant to NRS Chapter 278, to establish long range plans for the development of the Subject Property.
- (b) **Ownership Interest/Lease of the Project.** Developer represents that it has fee title ownership to the Subject Property.
- (c) **County Authorization, Hearing and Ordinance.** All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on the Developer’s application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County’s plans, policies and regulations, including the County Master Plan, this Agreement meets the requirements of Title 30 of the Code, and execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. The County agrees to record a certified copy of the ordinance as required by NRS § 278.0207.
- (d) **County Intent.** The County desires to enter into this Agreement in conformity with the requirements of NRS, and as otherwise permitted by law to better provide for public services, public uses and urban infrastructure, to promote the health, safety and

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general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas, to ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and Master Plan. In exchange for these and other benefits to the County, the Developer will have the assurance that it may develop the Project during the Term in accordance with the Applicable Rules and the Land Use Approvals, subject to the terms and conditions herein contained.

- (e) **Developer Intent.** In accordance with the legislative intent as evidenced by NRS chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Developer wishes to obtain reasonable assurances that it may develop the Project in accordance with the Applicable Rules, the Land Use Approvals, and the conditions established in this Agreement. The Developer acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property for the Project. The Developer is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project and to establish and set forth the rights, responsibilities, and obligations of the Developer in connection with the development of the Project. The Developer further acknowledges this Agreement was made a part of the County record at the time of its approval by the County Commission and Developer agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Land Use Approvals. The Developer's decision to commence the Project is based on the expectation of proceeding with the Project to completion.
- (f) **Acknowledgment of Uncertainties.** The Parties acknowledge that circumstances beyond the control of either Party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement and the Land Use Approvals. Among such circumstances are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Developer recognizes that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Developer of any right under this Agreement which can be performed.
- (g) **Provision of Water and Sewer Service.** The Developer understands, acknowledges, and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Developer in accordance with said governmental entities' requirements as amended from time to time. This Agreement does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

- 2.02 Incorporation of Recitals.** The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement, shall be deemed part of this Agreement for all purposes, and shall serve as the basis for the interpretation of this Agreement.
- 2.03 Permitted Uses, Density, Height and Size of Structures.** Pursuant to NRS § 278.0201, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings, any provisions for the dedication of any portion of the land for public use, and any other matters relating to the development of land. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

### SECTION 3 DEVELOPMENT OF THE PROJECT

- 3.01 Time for Construction and Completion of the Project; Project Phasing.** Subject to the terms of this Agreement, including the approved and permitted uses described in the Land Use Approvals, the Developer shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Developer to develop the Project.
- 3.02 Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Developer has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable Rules and subject to Developer's infrastructure and monetary obligations described in this Agreement, without interference by the County, except as provided herein. In the event Developer seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require an amendment to this Agreement to address the impacts, if any, caused by the increase in intensity of the Subject Property, or new use of another property.
- 3.03 Air Quality Conformity.** Developer acknowledges the County has adopted an air quality plan and the Developer agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation.** Developer will comply with all dust mitigation requirements and Developer will notify the contractors for the Project of the applicable rules of the County Department of Air Quality and Environmental Management with respect to dust mitigation and will require compliance therewith.
- 3.05 Water Conservation.** Developer agrees to provide for water conservation in the Project. Pursuant to all land use approvals, Developer agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment.



Notwithstanding any other provision in this Agreement, the Developer agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.

- 3.06 Temporary Storm Water Construction Permit.** If applicable, Developer agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 Update and Amendments.** In the event an amendment to this Agreement is required pursuant to Section 3.02 of this Agreement, the amendment shall be completed and executed by all Parties prior to the issuance of any building permit for the additional development of the Project that triggers the need for the amendment. Additionally, if an amendment is required, the County may require the Developer to provide updated studies, including but not limited to updating the following: Master Transportation Study, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.08 Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Master Transportation Study, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County in a separate document. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County in a separate document. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Developer shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Developer shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules, Master Transportation Study, drainage study, master fire protection plan and other studies and updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada.
- 3.09 Decommissioning Plan; Bond or Other Security.** Prior to the issuance of any construction building permit (but excluding any grading permits if an adequate bond or other security is posted with County for restoring site to original condition in the event the Project does not proceed to vertical construction for any portion of the Project), the Developer shall submit a decommissioning plan ("**Plan**") acceptable to the County. The Plan shall specify the actions to be taken by the Developer in the event construction of the Project is stopped or abandoned for ninety (90) consecutive days or longer, subject to Force Majeure. The terms "stopped" or "abandoned" includes, without limitation, any circumstance in which Developer fails to diligently pursue construction of the Project for ninety (90) consecutive days, subject to Force Majeure but where Developer recommences construction for a brief period within the ninety (90) day period for the sole purpose of avoiding the expiration of such 90-consecutive-day

Final period, as contemplated by the Plan. The actions and requirements specified in the Plan shall include, without limitation, measures to secure and protect the Subject Property and equipment, eliminate or mitigate unsafe conditions, to improve the appearance of the abandoned site, and to maintain the Subject Property in a safe condition, including, without limitation, the installation of perimeter fencing and building wrap, securing or removing construction equipment and materials, and grading of excavated areas or trenches to eliminate hazards. The Plan shall include a reasonable estimate of the costs required to perform the actions identified in the Plan. Prior to the issuance of any building permit for the construction of any portion of the Project, the Developer shall obtain a bond or other acceptable security of financial guarantee (hereinafter referred to as "**Bond**") in a form and substance satisfactory to County. The Bond shall be sufficient to cover the costs to secure performance of the Developer under the Plan submitted to and approved by the County. If construction at and on the Project is stopped or abandoned for more than ninety (90) consecutive days or longer, the Developer shall complete the actions identified in the Plan within sixty (60) days of receiving written notice from County to do so, subject to Force Majeure, and upon completion thereof the Bond will be released, unless the completion of such actions under the Plan under the circumstances shall reasonably require more than sixty (60) days, in which event the Developer shall promptly commence such actions and shall diligently pursue completion of such actions in accordance with the Plan until they are completed, at which time the County shall release the Bond. The Bond will be released upon the issuance of an Occupancy Permit for the Project. If the Project is constructed in phases, Developer shall obtain a Bond for each phase of the Project, and each Bond obtained shall be released upon issuance of an Occupancy Permit for the relevant phase of the Project.

If the Project is abandoned after construction is complete, the County may initiate an action to secure the Subject Property, eliminate unsafe conditions or improve the appearance of the site by following the procedures outlined in Section 5.02 of this Agreement. The action shall commence with a courtesy written notice to the Developer described in Section 5.02 notifying Developer of the County's concerns and specifying the actions to be taken to abate the conditions causing concern. In the event the Developer fails to voluntarily abate the conditions on the Subject Property within the time specified in the courtesy notice, the County Commission may, at the public hearing described in Section 5.02, direct the County, its authorized agents or representatives, to abate the conditions by securing the abandoned site, eliminating unsafe conditions, or improving the appearance of the property in the manner the County Commission deems reasonably appropriate. The Developer agrees that the County, its authorized agents or representatives, may enter the Subject Property to abate the conditions as directed by the County Commission. The County may recover the reasonable costs incurred in abating the conditions on the Subject Property by recording a lien against the Subject Property in the amount of the costs incurred to abate the conditions in accordance with this Section 3.09, or by commencing a civil action in district court to recover the costs, or both.

#### **SECTION 4 PUBLIC FACILITIES**

##### **4.01 Fire Fighting Equipment and Services.**

- (a) **Fire Apparatus.** The Developer shall pay a total of Eight Hundred Forty Six Thousand Dollars (\$846,000.00) to County as a contribution toward the purchase of fire apparatus which may include, without limitation, two mini pumps, two Gator-

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type vehicles, two enclosed trailers, and two tow vehicles. The Developer shall pay the entire \$846,000.00 contribution for the fire apparatus as follows: i) \$423,000.00 prior to the issuance of a vertical structural building permit (that is, framing) for the Project; (ii) \$211,500.00 on January 4, 2019; and (iii) \$211,500.00 on January 3, 2020.

- (b) **Communication Equipment.** The Developer shall pay a total of Two Hundred Eighty Thousand Dollars (\$280,000.00) to the County as a contribution towards the purchase of communication equipment which may include, without limitation, twenty-five (25) portable radios, remote microphones, batteries, and chargers as described below. The Developer shall pay \$140,000.00 prior to the issuance of a vertical structural building permit (that is, framing) for the Project and \$140,000.00 on January 4, 2019.
- (c) **Traffic Control System Upgrade.** The Developer shall pay a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) as a contribution toward the upgrade from infrared to GPS of the preempting system for controlled intersections as described below. The Developer shall pay \$125,000.00 prior to the issuance of a vertical structural building permit (that is, framing) for the Project and \$125,000.00 on January 4, 2019.
- (d) **Resident Inspector and dedicated Plans Exam.** The Developer acknowledges that the size and complexity of the Project will necessitate a resident inspector(s) and may require a dedicated plans exam process that is consistent with the Clark County Building Department's Resident Inspector Program Policy and Procedure BD-PP-128 attached hereto as Exhibit "D."
- (e) **County Fire Service Discretion.** Notwithstanding the contributions and obligations of the Developer as set forth above, the Developer acknowledges and agrees that the County has the sole discretion to select the equipment or system purchased, and to locate, manage and operate the facilities/improvements, equipment, personnel and further understands and agrees that the County, at its sole discretion, may relocate, rearrange or shift services, improvements, equipment, personnel and contributions made by the Developer in the interest of public safety and efficient management of resources. However, the County understands and agrees that the equipment provided by the Developer pursuant to this Agreement shall be primarily dedicated for use by the County in the Resort Corridor and its environs. The Developer further understands and agrees that the contributions and obligations of the Developer set forth herein do not entitle the Developer to a priority emergency response over any other emergency response.

#### **4.02 Las Vegas Metropolitan Police Department.**

- (a) **Equipment.** The Developer agrees at its sole cost and expense to provide and install one (1) or more radio signal redistribution systems reasonably acceptable to LVMPD and the Clark County Fire Department ("**CCFD**") and optimized with filters to support LVMPD and CCFD operations (the "**Radio Signal Redistribution Systems**"). The Developer shall provide the equipment for the Radio Signal Redistribution Systems to LVMPD within sixty (60) days of receiving a request from LVMPD or such earlier

Final date as the Developer believes is necessary in order to provide for the timely procurement and installation of such equipment. Radio systems engineers of the LVMPD and the Southern Nevada Area Communications Council must approve the basic design of the Radio Signal Redistribution Systems, which approval will not be unreasonably withheld, conditioned or delayed.

The Developer agrees and understands that it may be necessary to place the equipment for the Radio Signal Redistribution Systems in multiple locations within the Project in order to attain adequate radio coverage. The Parties further agree the Developer shall cooperate with LVMPD to determine the most effective location for such equipment within Project to achieve adequate radio coverage.

(b) **Testing Procedures:**

(1) **Initial Tests.** After providing prior reasonable notice to the Developer, LVMPD employees or its authorized designee will perform initial tests of the Radio Signal Redistribution Systems. An Occupancy Permit or Temporary Occupancy Permit shall not be issued with respect to any structure, if the Developer fails to comply with any part of this Section 4.02.

(2) **Annual Tests.** After providing prior reasonable notice to the Developer (after completion of the Project), LVMPD employees or its authorized designee will conduct annual tests of the Radio Signal Redistribution Systems using reasonable inspection procedures.

(3) **Field Testing.** After providing prior reasonable notice to the Developer (after completion of the Project), LVMPD and CCFD personnel or its representatives shall have the right to enter onto the Subject Property to conduct field testing of the Radio Signal Redistribution Systems to confirm that the required level of radio coverage is present at the Project. The Developer shall allow access to the Radio Signal Redistribution System equipment located within the Project to permit such tests and/or to adjust or service the equipment in order to provide adequate radio coverage within the Project.

(c) **Emergency Operations Center:** In consultation with LVMPD and CCFD, the Developer shall provide, at its sole cost and expense, an emergency operations center reasonably acceptable to LVMPD and CCFD that is located in the upper levels of the Project, provides a clear view of the field of play area and of public seating areas and stands of the Project, and is not in immediate proximity to press rooms.

(d) **A Law Enforcement Transport Area:** In consultation with LVMPD, the Developer shall provide, at its sole cost and expense, a law enforcement access and transport area acceptable to LVMPD where police transport vehicles, such as detention center buses that transport persons from the Project to local detention facilities, will have direct non-public access to and from the Project. To the extent feasible, this access and transport area should be served by a freight elevator (non-public) accessing the various levels of the Project. The Developer shall also provide as part of such access and transport area,

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at its sole cost and expense, a detention-grade restroom for use by LVMPD personnel, detained persons, and related personnel. This access and transport area shall also include:

- (1) A LVMPD interview room for suspects and victims; and
  - (2) An alternative Emergency Operations Center ("**EOC**") in the event that the primary EOC is unavailable.
- (e) The Developer shall provide adequate ingress and egress to and from the Project for LVMPD and CCFD personnel and sufficient turn-around space on-site to accommodate normal LVMPD patrol vehicles and larger LVMPD vehicles, such as SWAT and armor vehicles, and CCFD vehicles. The Developer shall submit a plan addressing ingress/egress, quick access and turn-around space to LVMPD and CCFD for approval, not to be unreasonably withheld, prior to construction of said improvements.
- (f) The Developer agrees, at its sole cost and expense to provide a security camera system acceptable to the LVMPD on the Pedestrian Grade Separation System if any, as defined herein, and as further described in Section 4.06 hereof.
- (g) The Developer agrees to consult with LVMPD concerning the location of the security camera system at the Project as well as the location and placement of the security camera system on the Pedestrian Grade Separation System. The Developer shall work cooperatively with, and allow access to, LVMPD to use the video obtained by the security camera system. Furthermore, the methods and techniques by which the video is obtained by the security camera system will be determined in cooperation with LVMPD.

The Developer agrees at its sole cost and expense that adequate infrastructure will be provided so that proper operation of the security camera system can be obtained. This will include but is not limited to an accessible power source for the security camera system as well as necessary permanent wiring conduit to facilitate the conveyance of video data obtained by the security camera system to LVMPD.

**4.03 Air Quality.** The Parties agree the following regulatory requirements may apply depending upon the type of activities taking place at the construction site:

- (a) Section 94 of the AQRs requires that a dust control permit be obtained prior to: (i) soil disturbing or construction activities impacting 0.25 acres or more in overall area, (ii) mechanized trenching of 100 feet or more in length, or (iii) mechanical demolition of any structure 1,000 square feet or more in area. Construction activities include, but are not limited to, the following practices: (1) land clearing, (2) soil and rock excavation or removal, (3) soil or rock hauling, (4) soil or rock crushing or screening, (5) initial landscaping, (6) establishing and/or using staging areas, parking areas, material storage areas, or access routes to or from a construction site.

(b) Section 94 of the AQRs additionally requires a construction project of ten (10) or more acres, or trenching activities of one mile or greater, or structure demolition using implosive or explosive blasting techniques, include a detailed supplement to the Dust Mitigation Plan. The supplement must be in the form of a written report and must, at minimum, provide a project description, the area and schedule of the phases of land disturbance, and the control measures and the contingency measures to be used for all construction activities. The supplement will become part of the dust control permit as an enforceable permit condition.

(c) When construction activities exist, Best Available Control Measures must be employed. These measures are described in a Construction Activities Dust Control Handbook available at:

[http://www.clarkcountynv.gov/Depts/AirQuality/Documents/DustControl/DustForms/DUST\\_CONTROL\\_HANDBOOK.pdf](http://www.clarkcountynv.gov/Depts/AirQuality/Documents/DustControl/DustForms/DUST_CONTROL_HANDBOOK.pdf)

(d) Section 12 of the AQRs requires the issuance of a stationary source permit for any applicable source located in County that has the potential to emit a regulated air pollutant equal to or greater than the thresholds listed in Section 12.1. The applicability of a source will not be able to be made until a completed application is submitted to Air Quality for review.

**4.04 Regional Transportation Commission:** Developer shall coordinate the need for turnouts, shelters, and any transit appurtenances with the RTC Transit Department when the Master Transportation Study (as described in Section 4.05) and parking solutions are finalized.

**4.05 Master Transportation Study.** In accordance and consistent with the requirements of the Applicable Rules, Developer shall prepare and submit to the County a Master Transportation Study acceptable to the County for the Project that identifies transportation impacts related to the Project and the final identified parking options (the "**Master Transportation Study**"). The Developer agrees to construct, at its sole cost and expense, and to dedicate to the County, where applicable, at the Developer's sole cost and expense, such roadway and traffic improvements identified in the Master Transportation Study as approved and accepted by the County. If there are insufficient rights-of-way or government patent easements to permit construction of any Improvements identified in the Master Transportation Study as necessary to mitigate the transportation impacts generated by the Project, the Developer will be required to obtain such additional rights-of-way necessary for the construction of such Improvements or pay the County the reasonable amount of the cost to acquire such additional rights-of-way, should the County elect to acquire such rights-of-way directly instead of the Developer.

The County may, in its discretion, require Developer to include in the Master Transportation Study an analysis of transit options including, but not limited to, the expected impact to the public transit system service, if any, to the Subject Property, as well as the expected rider-ship generated by such activities occurring at the Project. The Master Transportation Study shall address the anticipated benefit from mass transit services to the Subject Property. In addition, the Master Transportation Study shall address and include provisions for the development of traffic signal timing patterns that are consistent with the Applicable Rules and acceptable to the County, Regional Transportation Commission of Southern Nevada (RTC), the County Department of Public Works, and RTC's Freeway and Arterial System of Transportation department for area roadways, both before and after the Project is constructed and operating.

The County may, in its discretion, require the Developer to submit an update to the Master Transportation Study for the Project, if either of the following conditions occurs:

- \* The estimated number of projected generated vehicle trips for any peak hour increases by ten percent (10%) or more due to a change(s) in assumed land uses, or
- \* Significant transportation facilities assumed under the Master Transportation Study to be constructed as part of the Project either will not be built, or will not exist in the configuration or location that was assumed in the Master Transportation Study.

If required, the update to the Master Transportation Study submitted by the Developer must be acceptable to the County.

The Developer shall construct Improvements in the manner prescribed by the Code, NRS, and the standards of the County, in a manner acceptable to the County. Said construction shall occur prior to the issuance of any Occupancy Permit or Temporary Occupancy Permit for the portion of the Project identified in the Master Transportation Study as requiring such Improvements as mitigation measures, except as may be specified in a separate phasing agreement entered into by Developer and the County and in accordance with the Master Transportation Study, as approved with conditions by the County.

The Developer further agrees, at its sole cost and expense, as follows:

- (a) Developer shall widen sidewalks as required by the applicable approvals of the County or NDOT and shall be responsible for maintenance of sidewalks located on, and adjacent to, the Project.
- (b) Developer agrees to obtain rights-of-way and/or easements to widen sidewalks along Las Vegas Boulevard South and Hacienda Avenue, or as otherwise identified in the Master Transportation Study.
- (c) Developer agrees to construct sidewalks as shown on plans approved in all applicable land use approvals adjacent to the Project's frontage on Hacienda Avenue, Russell Road, Dean Martin Drive, and Polaris Avenue and to provide pedestrian containment, unless an alternate option is coordinated with the County Director of Public Works.
- (d) Developer agrees to construct and install additional sidewalk width, as may be required at the location of the landings of a Pedestrian Grade Separation System.
- (e) Developer agrees to secure approvals for, and complete the installation of, the additional right-of-way for Polaris Avenue, which may remain a private right-of-way if requested by the County.
- (f) Developer and County agree any additional requirements for the widening of Polaris Avenue to provide pickup, drop off and event staging will be owned and maintained by the Developer.

- (g) Developer agrees to pay all costs to install a traffic signal at the intersection of Hacienda Avenue and Polaris Road.
- (h) Developer agrees to modify the traffic signal at the intersection of Russell Road and Polaris Avenue to include dual left turn lanes on the north and west legs.
- (i) Developer agrees to be responsible for all costs of any traffic modifications identified by the Master Transportation Study as necessary to support the Project.
- (j) Developer shall design and construct other Improvements specified in any future approved Master Transportation Study updates or modifications.
- (k) In no instance shall a signalized intersection be formed or modified that does not permit concurrent left-turn phasing in the northbound and southbound directions and in the eastbound and westbound directions due to a geometric offset.

#### **4.06 Pedestrian Grade Separation System(s).**

- (a) Developer and the County acknowledge the locations of the Pedestrian Grade Separation Systems (collectively, "**PGSS**") necessitated by the Project are unknown as of the date of this Agreement. The Parties further acknowledge the location of the PGSS is partly dependent on the ultimate locations of parking facilities necessitated by the Project. Accordingly, Developer shall identify proposed parking facility locations and shall obtain all of the required approvals for the identified parking facility locations from all government agencies and private property owners prior to the one-year review period required in UC-0557-17. Within sixty (60) days of the one-year review of UC-0557-17, Developer shall, in addition to the Master Transportation Study, submit a pedestrian study to the County that analyzes the movement of pedestrians to and from the Project during sporting, concert, and other events that are anticipated at the Project, including, without limitation, an analysis of pedestrian movement to and from the Las Vegas Boulevard South and to and from the parking locations identified by the Developer. The pedestrian analysis shall further identify the locations of each PGSS necessary to facilitate the movement of pedestrians to and from Las Vegas Boulevard South and/or the parking facilities and the Project.
- (b) Developer shall commission and obtain, at its sole cost and expense, the design of the PGSS, including, but not limited to, the location of the landings and the escalators, which shall be submitted to the State of Nevada ("**State**") and to the County for review and preliminary approval. The final location and design of each PGSS, if any, shall be approved by the County Commission in its sole discretion at a public meeting. Upon the County Commission's final approval thereof, Developer agrees to construct, at its sole cost and expense, each PGSS identified in the pedestrian study and/or Master Transportation Study, as approved and accepted by the County. The Developer is responsible, at its sole cost and expense, for obtaining all permits and approvals related thereto and for complying with the conditions thereof for each PGSS, if any, including, without limitation, permits and approvals from the County, the State, and/or relevant agency or department of the federal government, if applicable. The Developer agrees, at its sole cost and expense, to acquire all necessary rights-of-way for the construction, placement, maintenance, and operation of the PGSS. All such acquired rights-of-way shall be



free of liens, restrictions, encumbrances, conditions, reservations that would interfere with the use of such PGSS and shall be in form and substance acceptable by County.

- (c) Developer shall construct each PGSS in the manner prescribed by the Code, the NRS, and all other applicable laws and standards, and in a manner acceptable to the State and County. Unless otherwise approved by the County, said construction shall be completed and each PGSS shall be operational prior to issuance of any Occupancy Permit or Temporary Occupancy Permit for the Project, except as specified in a separate phasing agreement entered into by the Developer and the County and in accordance with the pedestrian study and/or the Master Transportation Study, as approved with conditions by the County.
- (d) Upon completion of each PGSS, if any, Developer shall, at its own cost and expense, convey perpetual, exclusive, and irrevocable easements for unimpeded public pedestrian access, use and passage on, over, under, above, and through each PGSS (hereinafter referred to as the "**Permanent Easements**") where required by the County or the State prior to entering into the Permanent Easements. The Permanent Easements shall be in form and substance acceptable to the County and/or the State and shall be granted and created free of all liens, restrictions, covenants, conditions, reservations, and/or encumbrances. If at any time any liens, restrictions, covenants, conditions, reservations and/or encumbrances shall thereafter arise and affect the Permanent Easements, the Developer shall, at its sole cost and expense, indemnify, defend, clear title and hold harmless the County and remove such liens, restrictions, covenants, conditions, reservations and/or encumbrances, and the Developer shall do so either directly or through bringing actions against the title company and underwriter insuring the Permanent Easements, as determined in the Developer's discretion. If Developer elects to bring an action against such a title company any/or its underwriter that does not result in the removal of any such subsequent liens, restrictions, covenants, conditions, reservations and/or encumbrances, then the Developer shall be obligated to provide the indemnity referred to above in favor of the County. The Developer agrees it will not conduct or authorize any third party to conduct any advertising or other commercial activity on or within a PGSS, unless expressly agreed to in writing by the County.
- (e) Developer shall, at its sole cost and expense, be responsible for the operation and maintenance of each PGSS until such time that the Parties mutually agree in writing that the County will undertake and control the operation and/or maintenance of any PGSS. The Developer shall, at its sole cost and expense, obtain such types and amounts of insurance for each PGSS as the County may determine, and each insurance policy shall name the County and the State as additional insureds. If the County and the Developer mutually agree to have the County operate and / or maintain a PGSS, the Parties will enter into negotiations for an agreement which will require the Developer to transfer each PGSS and necessary property rights to the County at no cost or expense to the County and Developer shall transfer the PGSS and underlying property free of all liens restrictions encumbrances in a form and manner acceptable by County except as otherwise expressly approved in writing by the County
- (f) Developer agrees the County or NDOT may require additional bridges, once all parking arrangements are resolved and the Master Transportation Study has been updated and the pedestrian analysis has been accepted by the County. The Developer, at its sole cost, will be responsible for construction of all such additional PGSS(s) prior to the Project opening to the public, unless otherwise approved by the County.

**4.07 Tropicana Detention Basin Outfall Structure:**

Developer agrees to complete a drainage study for the Project by an engineer registered and licensed in the State of Nevada ("**Drainage Study**"). The Drainage Study must, in addition to other items, address the existing public drainage facility and easement for the Subject Property. The public drainage facility is an outfall storm drain for the Tropicana Detention Basin hereafter referred to as "**Tropicana Detention Basin Outfall Structure.**"

Developer desires to remove and relocate approximately 1,600 feet of the Tropicana Detention Basin Outfall Structure on the Subject Property. Developer, agrees at its sole cost and expense, to hire a Nevada-licensed and registered engineer to prepare a design acceptable to the County with written concurrence by the County Regional Flood Control District for the modifications and/or adjustments in the Tropicana Detention Basin Outfall Structure, including, but not limited to, the design of a new facility. Developer hereby agrees any modifications and/or adjustments to the existing Tropicana Detention Basin Outfall Structure requires separate written approval from the County with written concurrence by the County Regional Flood Control District. No work can commence until the necessary approvals and permits are obtained. Developer also agrees, at its sole cost and expense, to obtain all necessary permits, including but not limited to, a Section 408 permit from the United States Army Corp of Engineers. Developer shall, at its sole cost and expense, comply with all conditions of all permits related to the removal and relocation of the Tropicana Detention Basin Outfall Structure, even if the permit is issued in the name of a governmental entity. Developer shall also, at its sole cost and expense, comply with United States' Army Corp of Engineers' 408 Permission SPL-40-2017-056.

The Parties hereby acknowledge the existing public drainage easement on the Subject Property for the Tropicana Detention Basin Outfall Structure must be modified and the Developer must acquire additional property rights for the modified Tropicana Detention Basin Outfall Structure. Developer shall apply for a vacation of a portion of the existing County drainage easement on the Subject Property. Approval of the vacation is subject to the sole discretion of the County Zoning Commission and must be in accordance with Nevada Revised Statutes. Additionally, Developer agrees, at its sole cost and expense, to acquire all property rights required by the County and the County Regional Flood Control District for the relocation and adjustment of the Tropicana Detention Basin Outfall Structure. All property rights obtained by the Developer must be transferred to the County in fee simple (unless otherwise agreed to by the County in writing) and be free of liens, encumbrances, restrictions, covenants and conditions and in a form and matter acceptable to the County.

**4.08 County Water Reclamation District:**

- (a) Developer shall comply with the current County Water Reclamation District ("**District**" for purposes of Section 4.05 hereof) Resolutions 83-012 and 87-009, as well as any future changes to these resolutions.
- (b) Developer shall design and install all public and private sewers in accordance with the Design and Construction Standards for Wastewater Collection Systems – Southern Nevada 2009, as amended. The District has jurisdiction to review and approve all public and private sewer designs and to inspect all public and private sewers.

- (e) Developer is responsible for all on-site sanitary sewer requirements, and the associated system permitting, maintenance and operations, including:
1. All sanitary sewer lines, laterals and sewer line cleanouts;
  2. All sanitary sewer “odor control” equipment, materials, media, chemicals, monitoring and permitting, including liquid and gaseous phased order control equipment;
  3. All “Fats, Oil, Grease and Grit (FOGG) Interceptors” to be properly configured and sized to meet the Project’s retail and operational interests;
  4. All sanitary sewer “Lift Stations” to be properly sized, with appropriate SCADA controls and monitoring, and hydraulic discharge/flow metering records on a monthly basis for each lift station pumping unit;
  5. All sewer-related lines, equipment and appurtenances up to the approved public sewer line “Point of Connection”; and
  6. All permitting, monitoring and corrective actions.

All onsite/private lift stations and force mains must conform to the design and construction standards for wastewater systems. Any onsite/private force main must terminate at an onsite/private parcel manhole, which then must gravity flow to the ‘point of connection’ manhole on the public sewer system. Developer shall review and comply with the District Service Rules for lift station and FOGG Interceptor operation and maintenance requirements. Developer acknowledges the wastewater discharge flows anticipated during diurnal timings of the Project events operations will impose a peaking and reliability concern to the existing collection system.

- (d) The District will be responsible for all off-site sanitary sewer maintenance and operations, once the off-site work is completed and deeded to the District.
- (e) Capacity Requirements:
1. Developer is responsible to convert approximately 1,800 LF of existing 8-inch diameter sewer to a 12-inch diameter sewer line in Ali Baba Lane, between Polaris Avenue and Dean Martin Drive; and on Polaris Avenue, between Ali Baba and Diablo Drive.
  2. Offsite existing condition of collection system manholes:
    - a. Thirteen manholes located on Dean Martin Drive have been identified that will need to be rehabilitated by providing corrosion protection. These manholes are identified as follows: IND1, S80-33, IRS1, IRS2, IRS3, IRS4, IRS5, IRS6, IRS7, IRS8, IRS9, IRS10 and IRS11. If it is determined that any or all of the listed manholes require

Final replacement, then the District shall bear the cost to replace the manholes, however the Developer shall be required to bear the cost of corrosion protection.

3. Developer shall bear the annual cost of one District standard flow metering/monitoring device pursuant to the current and future flow monitoring contract in place with the District and any additional costs due to maintenance and cleaning. This device shall be located in a public manhole nearest to the Dean Martin Drive point of connection for the project.
  4. No onsite-related/privately extended sewer force main will be allowed in the public right-of-way.
  5. Should wastewater flows from the Project site be more than projected, necessary sewer system improvements will be required by Developer.
- (f) Developer shall provide the District with twenty-four (24) hour access to maintain public sewer lines.

## SECTION 5 REVIEW AND DEFAULT

- 5.01 Frequency of Reviews.** As required by NRS § 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) month period during the Term, the Developer shall provide and the County shall review in good faith, a report submitted by Developer documenting the extent of Developer's and the County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either Party, shall be continued to afford sufficient time for response. The County and Developer shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.
- 5.02 Procedures in the Event of Noncompliance.** In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices shall be delivered by registered mail to the address provided in Section 7.08 of this Agreement. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending, the Party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the

noticing Party shall take no further action. If the default is not corrected after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

(a) **County Procedures.**

1. **Hearing Scheduled.** If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available County Commission zoning agenda. The letter shall notify the Developer of the action taken and shall give the Developer at least seven (7) business days' notice to correct the default before the matter is scheduled for a hearing. The County shall notify the Developer of the hearing by sending notice of the hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Developer of the hearing shall contain the intended hearing date.
2. **Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Developer and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any occupancy permit issued on or before the date of the termination. The Developer shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) **Developer Procedures.**

1. **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Developer may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available County Commission zoning agenda.
2. **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Developer shall have twenty-five (25) days after the date that a notice of the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

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- (c) **Waiver.** Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.
- (d) **Notices.** All notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

**5.03 Unavoidable Delay or Default, Extension of Time for Performance.** Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the Parties. If written notice of any such delay is given to the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the County and the Developer.

**5.04 Institution of Legal Action.** The County and Developer agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Developer may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Developer or to any other person or entity for any monetary damages whatsoever. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

**5.05 Applicable Laws.** This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

**5.06 Adjustments for Inflation.** In the event there is a delay of more than one (1) year from the due date in the payment of a contribution required under this Agreement, the amount of the contribution may be adjusted for inflation. If the Parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to the Developer. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

## SECTION 6

## CONFLICTING LAWS

- 6.01 Conflicting State or Federal Laws.** In the event any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected and the conflicting laws or regulations shall not be applied retroactively.
- (a) Notice and Copies.** Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law or regulation or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement.
  - (b) Modification Conferences.** The Parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.
- 6.02 County Commission Hearings.** In the event the County believes an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect or enactment of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Developer shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.04 hereof. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

## SECTION 7 GENERAL PROVISIONS

- 7.01 Enforcement and Binding Effect.** This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "cost based fees" which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County's jurisdiction.
- 7.02 Duration of Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire twelve (12) years from the Effective Date. Notwithstanding the termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.
- 7.03 Assignment.**

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- (a) **Transfer Not to Relieve the Developer of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve Developer of its obligations under this Agreement.
  - (b) **Transfer to an Affiliate of the Developer.** In the event of a sale or transfer of all of Developer's interest in the Subject Property to any one or more limited liability companies, partnerships, corporations or other entities which Developer controls or in which Developer has a controlling interest or which controls the Developer, the rights of the Developer under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Developer hereunder. Developer or such assignee shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Developer from its obligations under this Agreement.
  - (c) **Third Party Assignment.** In the event of a sale or transfer of all of the Developer's interest in the Subject Property to any entity not affiliated with Developer as provided in subparagraph (b) above, the rights and obligations of Developer under this Agreement may be transferred or assigned to such third party, provided such third party assumes in writing all obligations of Developer. The Developer or such third party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County's consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve Developer from its obligations under this Agreement. The foregoing provision does not, however, apply to the intended transfer of the Subject Property to the Stadium Authority.
  - (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of Developer's interest in the Subject Property, the Developer shall provide the County with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Certificate, if the obligations agreed to herein by Developer have not been completed within the time periods and in the manner set forth herein.
  - (e) **Financing Transactions.** Developer has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to the County.
- 7.04 Amendment or Cancellation of Agreement.** Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties hereto; *provided, however*, that to the extent this Agreement expires pursuant to Section 7.02 above, terminates, or the Developer abandons or materially redesigns the Project, and a new or amended development agreement is required for a new or redesigned project, the Developer shall be entitled to a credit, equal in gross amount to the amount of such payments already paid, against the amount



the Developer is required to pay to mitigate the impact of its development under the new or amended development agreement.

**7.05 Indemnification.** Except as expressly provided in this Agreement, Developer shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including reasonable fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

1. the development or construction of the Project;
2. any personal injury, death or property damage occurring on or to the Project;
3. any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
4. a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
5. any act, conduct or omission of Developer, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
6. any action, approval, denial or decision of the County relating to this Agreement or the Project.

Developer shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives termination and/or completion of this Agreement.

Whether or not the Developer accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If the County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim, the Developer remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all reasonable fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Developer is liable for reimbursement of the County for any amounts paid in discharge of the claim. Developer agrees to pay, within sixty (60) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Developer shall not be liable for, and shall not indemnify or defend the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the County, its officers, agents, employees or representatives.

**7.06 Binding Effect of Agreement.** Subject to Section 7.03 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective successors in interest and Developer of the Subject Property.

**7.07 Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

**To County:** COUNTY OF CLARK  
Department of Comprehensive Planning  
Clark County Government Center  
500 South Grand Central Parkway, 1<sup>st</sup> Floor  
P.O. Box 551741  
Las Vegas, NV 89155-1741  
Attn: Director

**With a copy to:** COUNTY OF CLARK  
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION  
Clark County Government Center  
500 South Grand Central Parkway, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

**To the Developer:** LV Stadium Events Company, LLC  
6623 Las Vegas Blvd. South, Suite 380  
Las Vegas, NV 89119  
Attn.: Don Webb

**With copies to:** Oakland Raiders  
1220 Harbor Bay Parkway  
Alameda, CA 94502  
Attn.: Dan Ventrelle

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

**7.08 Entire Agreement.** This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.

**7.09 Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or Developer, as the case may be. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any

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such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

- 7.10 Recording Amendments.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and Developer in a form suitable for recordation with the County Recorder. Upon the completion of performance of this Agreement or its earlier cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Developer shall be recorded with the County Recorder.
- 7.11 Headings, Exhibits, Cross References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and exhibits shall be to Sections and exhibits of or to this Agreement, unless otherwise specified. Unless otherwise expressly set forth herein, all references to "days" in this Agreement shall mean calendar days.
- 7.12 Severability of Terms.** If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to carry into effect the original intention of the Parties.
- 7.13 Voluntary Agreement.** The Developer acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.14 Joint and Several.** If there are more than one Developer, they agree that they shall be jointly and severally liable to the County. If one Developer determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other Developer and may not seek contribution or any other remedy from the County.
- 7.15 Third-Party Beneficiary.** No person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

*[signatures appear on following page]*



**LIST OF ATTACHED EXHIBITS**

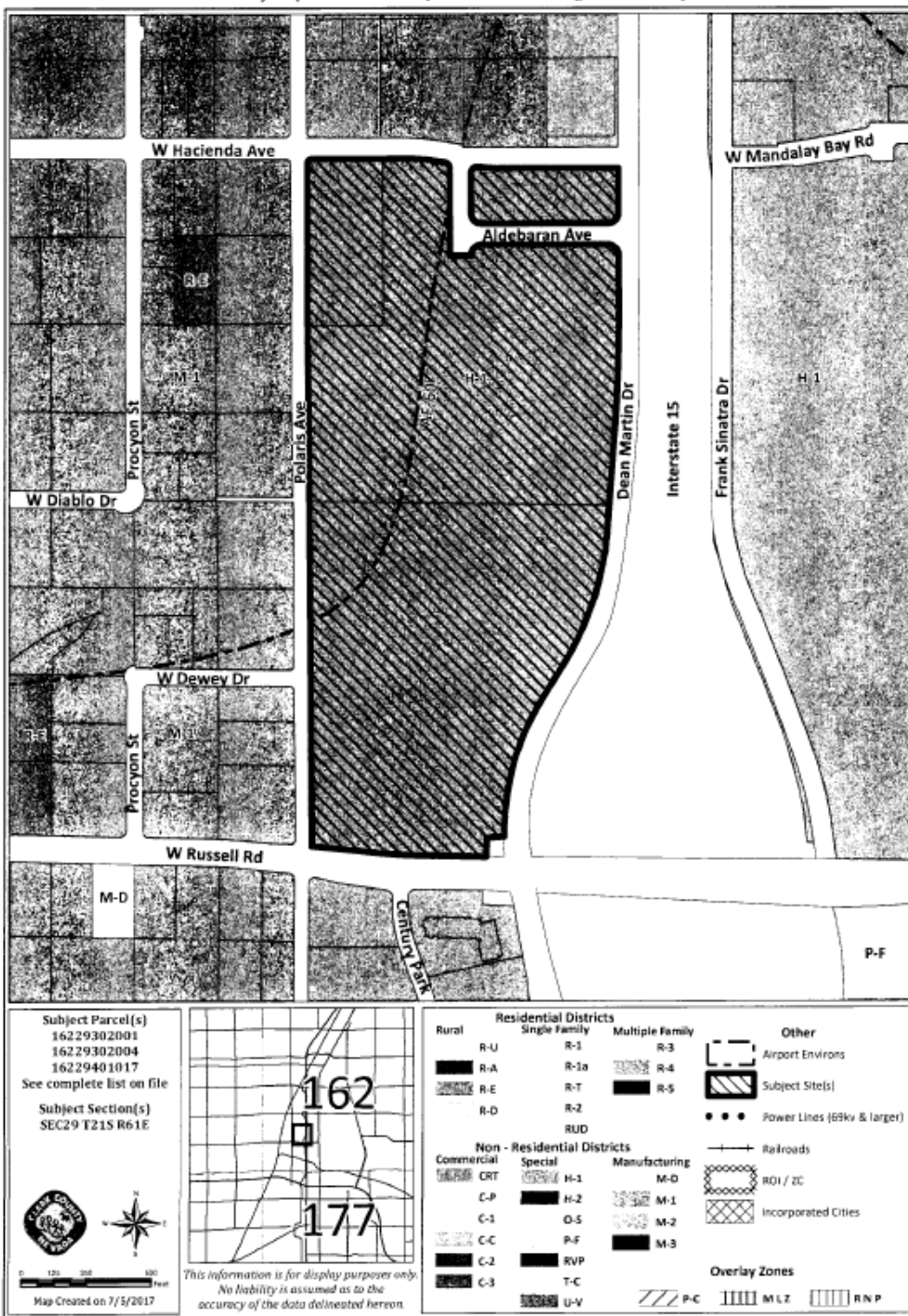
- A SUBJECT PROPERTY**
- B APPLICABLE CHAPTERS OF TITLE 30**
- C AGENDA SHEET AND NOTICE OF FINAL ACTION**
- D CLARK COUNTY BUILDING DEPARTMENT'S RESIDENT INSPECTOR  
PROGRAM POLICY AND PROCEDURE BD-PP-128**

**EXHIBIT "A"**  
**SUBJECT PROPERTY**

# Commission Agenda Map

Clark County Department of Comprehensive Planning, Clark County, Nevada

UC-0557-17



**EXHIBIT "B"**

**APPLICABLE CHAPTERS OF TITLE 30**

- 30.08 DEFINITIONS
- 30.36 ZONING DISTRICTS AND MAPS
- 30.40 ZONING BASE DISTRICTS
- 30.44 USES
- 30.48 ZONING OVERLAY DISTRICTS
- 30.56 SITE DEVELOPMENT STANDARDS
- 30.60 PARKING AND LOADING REGULATIONS
- 30.64 SITE LANDSCAPING AND SCREENING STANDARDS
- 30.66 LANDSCAPE MAINTENANCE
- 30.72 SIGNS
- 30.76 NONCONFORMITIES



**EXHIBIT "C"**  
**AGENDA SHEET AND NOTICE OF FINAL ACTION**

09/06/17 BCC AGENDA SHEET

RECREATIONAL FACILITY  
(STADIUM & EVENTS CENTER)  
(TITLE 30)

**UPDATE**  
HACIENDA AVE/DEAN MARTIN DR

**PUBLIC HEARING**

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**UC-0557-17 – LV STADIUM COMPANY, LLC:**

**HOLDOVER USE PERMITS** for the following: 1) a High Impact Project; 2) a recreational facility (multi-function stadium and events center) with incidental commercial uses; 3) fairgrounds; 4) retail sales and service; 5) restaurants; 6) on-premises consumption of alcohol; 7) alcohol sales, beer and wine – packaged only; 8) alcohol sales, liquor – packaged only; 9) outdoor live entertainment; 10) personal services (salon and spa); 11) club & lounge; 12) food carts/booths; 13) kiosks/information (outdoor); 14) offices; 15) outside dining, drinking, and cooking; 16) farmers markets; 17) minor and major training facilities; 18) museum; 19) convention facilities/exposition halls; and 20) electrical substation and public utility structures.

**WAIVERS OF DEVELOPMENT STANDARDS** for the following: 1) reduced on-site parking; 2) increased building height; 3) alternative landscaping and screening along streets; 4) reduced setbacks along streets for perimeter fencing & walls; 5) waive the required parking lot landscaping; 6) permit a variety of outdoor commercial/retail uses not within a permanent enclosed building; 7) encroachment into air space; 8) non-standard improvements (pedestrian bridge, pedestrian barriers, fences/walls, planters, and landscaping) within rights-of-way; and 9) modified driveway design standards.

**DESIGN REVIEWS** for the following: 1) a High Impact Project; 2) a recreational facility (multi-function stadium and events center) with ancillary uses and structures; 3) water features; and 4) all other accessory and incidental buildings and structures on 70.6 acres in an H-1 (Limited Resort and Apartment) Zone and an H-1 (Limited Resort and Apartment) (AE-60) Zone in the MUD-1 and MUD-2 Overlay Districts.

Generally located between Hacienda Avenue and Russell Road and between Dean Martin Drive and Polaris Avenue within Paradise. SS/dg/ja (For possible action)

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**RELATED INFORMATION:**

**APN:**

162-29-302-001, 003, & 004; 162-29-401-017

**USE PERMITS:**

1. Allow a High Impact Project.
2. Allow a recreational facility (a multi-function stadium and events center) and incidental uses.
3. Allow fairgrounds for outdoor events with accessory uses (food, beverage, and retail sales).
4. Allow retail sales and service.
5. Allow restaurants.

6. Allow on-premises consumption of alcohol.
7. Allow alcohol sales, beer and wine – packaged only.
8. Allow alcohol sales, liquor – packaged only.
9. Allow outdoor live entertainment with incidental uses.
10. Allow personal services (salon and spa).
11. Allow a club and lounge.
12. Allow food carts/booths.
13. Allow kiosks/information (outdoor).
14. Allow offices.
15. Allow outside dining, drinking, and cooking.
16. Allow farmers markets.
17. Allow minor and major training facilities.
18. Allow a museum.
19. Allow convention facilities/exposition halls.
20. Electrical substation and public utility structures.

**WAIVERS OF DEVELOPMENT STANDARDS:**

1.
  - a. Reduce on-site parking for a recreational facility (a multi-function stadium and events center) to 2,375 spaces where 16,250 spaces are required per Table 30.60-1 (an 85.4% reduction).
  - b. Allow off-site parking in conjunction with the facility.
2. Increase building height to 225 feet where a maximum height of 100 feet is the standard per Table 30.40-7 (a 125% increase).
3.
  - a. Permit alternative screening and buffering adjacent to Hacienda Avenue where landscaping per Figure 30.64-17 is required.
  - b. Permit alternative screening and buffering adjacent to Dean Martin Drive where landscaping per Figure 30.64-17 is required.
  - c. Permit alternative screening and buffering adjacent to Russell Road where landscaping per Figure 30.64-17 is required.
  - d. Permit alternative screening and buffering adjacent to Polaris Avenue where landscaping per Figure 30.64-13 is required.
  - e. Permit alternative screening and buffering adjacent to Aldebaran Avenue where landscaping per Figure 30.64-13 is required.
4. Permit fences and walls over 3 feet in height within the required zoning district setback along all streets (Polaris Avenue, Russell Road, Dean Martin Drive, Aldebaran Avenue, and Hacienda Avenue) where not permitted per Title 30.64.020.
5. Waive required parking lot landscaping where landscaping per Figure 30.64-14 is required.
6. Permit a variety of outdoor commercial/retail uses not within a permanent enclosed building when required to be within a permanent enclosed building per Title 30.44.
7. Allow encroachment into air space.
8.
  - a. Allow non-standard improvements (pedestrian bridge, pedestrian barriers, fences/walls, planters, and landscaping) within the Hacienda Avenue right-of-way where not permitted.
  - b. Allow non-standard improvements (pedestrian bridge, pedestrian barriers, fences/walls, planters, and landscaping) within the Dean Martin Drive right-of-way where not permitted.

- c. Allow non-standard improvements (pedestrian barriers, fences/walls, planters, and landscaping) within the Russell Road right-of-way where not permitted.
  - d. Allow non-standard improvements (pedestrian barriers, parking, fences/walls, planters, and landscaping) within the Polaris Avenue right-of-way where not permitted.
9. a. Allow a 28 foot driveway departure distance (driveway off-set) from Hacienda Avenue, for a driveway along Aldebaran Avenue, where a 190 foot departure distance is required per Uniform Standard Drawings.
- b. Allow a 41 foot driveway departure distance (driveway off-set) from Aldebaran Avenue, for a driveway along Dean Martin Drive, where a 190 foot departure distance is required per Uniform Standard Drawings.
- c. Allow a 113 foot driveway departure distance (driveway off-set) from Hacienda Avenue, for a driveway along Polaris Avenue, where a 190 foot departure distance is required per Uniform Standard Drawings.

**LAND USE PLAN:**  
WINCHESTER/PARADISE - COMMERCIAL TOURIST

**BACKGROUND:**  
**Project Description**

**General Summary**

- Site Address: 5617 Dean Martin Drive
- Site Acreage: 70.6
- Project Type: Recreational facility (multi-function stadium and events center)
- Building Height: 225 feet with 10 levels
- Square Feet: 1,750,000 (65,000 seats)
- Parking Required/Provided: 16,250/2,375

Summary of Proposed Project Scope

The project will consist of the following:

- 1) Closed Dome Stadium (currently named Las Vegas Stadium). The stadium's interior will consist of 10 levels for a total of 1,750,000 square feet. The overall height of the arena is 225 feet with 65,000 seats. The proposed stadium will be the home of the Las Vegas Raiders and the University of Nevada, Las Vegas football team.
- 2) Event Level (451,473 square feet) – below natural grade where the main grass playing field will be located. This area contains the following: 1) security and medical facilities; 2) truck dock; 3) main kitchen; 4) trash holding; 5) operations; 6) back of house facilities; 7) storage facilities; 8) staff entrances; and 9) team locker rooms and facilities.
- 3) Lower Mezzanine (113,975 square feet) – this level is at grade and is accessed directly off the main plaza and contains the following: 1) primary team retail store; 2) box office; 3) VIP entry lobbies; and 4) air handling equipment rooms.
- 4) Main Concourse (394,825 square feet) – this level is approximately 16 feet above grade and contains concessions, sponsor area, restrooms, guest services, club facilities, and storage areas.
- 5) Lower Suite (121,843 square feet) – this level is approximately 32 feet above grade and contains standard and executive suites and VIP lounges.
- 6) Upper Suite (259,444 square feet) – this level is approximately 52 feet above grade and contains restrooms, suites, concessions, peristyle club, and VIP lounges.

- 7) Mid Bowl Mezzanine (33,473 square feet) – this level is approximately 70 feet above grade and contains air handling equipment rooms.
- 8) Upper Concourse (147,628 square feet) – this level is approximately 88 feet above grade and contains restrooms, seats, concessions, and incidental storage.
- 9) Upper Mezzanine (28,939 square feet) – this level is approximately 100 feet above grade and contains air handling equipment rooms.
- 10) Press Level (151,604 square feet) – this level is dedicated to the press for game day operations, coach booths, and TV/radio broadcasts.
- 11) Catwalk System – this level is approximately 157 feet above grade and is dedicated to the catwalk system for sport lighting and equipment required for the transparent roof system.

#### Site Plans

The plans depict a multi-use stadium and events center facility that is anchored by a stadium building that is centrally located on the site. The main entry to the stadium is located on the northeast corner of the site and is anchored by a large pedestrian plaza and grand staircase. A balance of hardscape and landscaping accentuates the plaza area with additional pedestrian seating areas and water features which provides a focal point to the stadium entry. The areas along all streets consist of landscaping and other hardscape improvements that range from 10 to 15 foot wide sidewalks with Hacienda Avenue having a proposed 30 foot wide pedestrian bridge on the south side of the street and north of the site. The 30 foot wide pedestrian bridge is intended to provide direct access from Las Vegas Boulevard South and is proposed with a barrier to separate pedestrians from vehicular traffic. At this time, no details are provided on the proposed barrier that will be used to separate pedestrians and traffic.

The playing field is a natural grass field and grown on a movable field tray that will be rolled out toward the southwest of the building to allow the turf to grow in natural light. When rolled into the stadium for game days, the secure exterior growing position will provide for approximately 200 private, secured parking spaces.

The stadium building is set back as follows: 1) 232 feet from Polaris Avenue; 2) 163 feet from Dean Martin Drive; 3) 530 feet from Hacienda Avenue; and 4) 1,220 feet from Russell Road. The plans depict 1 ingress and egress point along Russell Road, 3 ingress and egress points along Polaris Avenue, 1 ingress and egress point along Hacienda Avenue, and 6 ingress and egress points along Dean Martin Drive. On the northwest portion of the site are 3 access points to a proposed shuttle bus lot. On the northeast portion of the site are 2 access points to a proposed ridesharing and taxi lot.

#### Parking & Parking Analysis

On-site parking will consist of surface spaces located to the north, south, and west sides of the stadium. The plans depict 2,375 on-site parking spaces where 16,250 spaces are required by Title 30 with the remaining amount of parking planned to be located at various off-site locations. The on-site parking is provided primarily for season ticket holders and VIP/box owners. The use of off-site parking locations is provided along with a discussion of the various travel mode options as follows: 1) walking; 2) taxi; 3) ridesharing; 4) RTC bus from park and ride sites; 5) private shuttle bus from neighborhood casinos; and 6) VIP limos. While a waiver of development standards is requested for a reduction of on-site parking, the intent is to provide all of the required parking through a combination of on-site spaces, spaces adjacent to the site, and other parking facilities that will be accessed via game day shuttles.

The parking analysis summarizes the results and findings of the following: 1) parking demand by mode choice; 2) existing parking facilities; 3) off-site parking options; 4) undeveloped land parking options; 5) NFL stadium comparison; and 6) conclusion. The stadium comparison chart provides a summary of 30 existing stadium locations throughout the Country. The analysis also discusses that bus and shuttle services will be provided between the off-site parking areas. The analysis is thorough and done by a Licensed Civil Engineer and compares Title 30 requirements with attendee travel mode choice. The calculations and subsequent analysis, which also relies on empirical data, concludes that the actual stadium parking demand is closer to 12,100 parking spaces without a Monorail Station at Mandalay Bay. The parking demand accounts for all personal and rental vehicles that would require parking. While the majority of the parking is provided off-site, the analysis indicates that the Raiders have a large fan base from Northern and Southern California with many ticket holders visiting from California and other states. Additionally, many fans will be staying at nearby resort hotels and walking from the resort corridor via the proposed Hacienda Avenue pedestrian bridge. Therefore, the final conclusion of the parking analysis is that the request for an 85.4% on-site parking reduction is considered reasonable for the stadium project to allow for off-site parking. The exact locations, based on the discussed options, are still under review and negotiation. With final approval of the parking request it is anticipated that a stadium parking plan will be finalized within 1 year and all required parking provided with appropriate land use approvals, prior to the Certificate of Occupancy of the stadium.

#### Pedestrian Circulation Plan, Landscaping, & Fencing

A pedestrian circulation plan was submitted which depicts clear, continuous, and unobstructed pedestrian use areas with pedestrian connections throughout the entire site including on-site driveways. The connections include, but are not limited to, sidewalks, walkways, stairways, and an elevated pedestrian walkway. Clear and unobstructed connections are also depicted along all streets. Pedestrian realm areas consisting of enhanced landscaping and amenity zones with corresponding pedestrian furnishings and supplemental areas are depicted along every right-of-way. All areas consist of a combination of live landscaping and enhanced hardscaping. Since the spatial distribution, landscape area widths, and locations of sidewalks are not fully in compliance with Title 30, a waiver of development standards is requested to provide for a functional alternative to each streetscape. Cross sections on file provide further detail on the pedestrian realms and connections throughout the site with the following summary:

1. Polaris Avenue: 15 to 20 foot wide sidewalk containing a 5 foot wide amenity zone with a 4 foot high pedestrian barrier and an additional 5 foot wide supplement zone;
2. Russell Road: retaining wall that varies in height with a 15 foot wide sidewalk containing a 5 foot wide amenity zone with a 4 foot high pedestrian barrier;
3. Dean Martin Drive: 10 to 20 foot wide sidewalk containing a 5 foot wide amenity zone and followed with a 5 foot wide supplement zone;
4. Hacienda Avenue: 10 to 20 foot wide sidewalk containing a 5 foot wide amenity zone with a 4 foot high pedestrian barrier and followed with a 5 foot wide supplement zone;
5. Aldebaran Avenue: 10 to 20 foot wide sidewalk containing a 5 foot wide amenity zone with a 4 foot high pedestrian barrier and followed with a 5 foot wide supplement zone except where adjacent to the 30 foot wide pedestrian bridge along Hacienda Avenue; and
6. Internal Driveways: 10 to 15 foot wide pedestrian walkways which connect to the streetscape sidewalk and hardscape areas.

Fencing and pedestrian barriers/protections will be provided along Polaris Avenue and a portion of Russell Road and Hacienda Avenue. No fencing is proposed along Dean Martin Drive. Temporary fencing will be provided around the stadium during game days, in accordance with NFL rules and regulations, which will be submitted at a later date. On non-game days, the site will be secured through a combination of drive gates, natural landscape, and hardscape barriers with details to be determined at a later date.

#### Use Permits

This project is a High Impact Project that is considered through a special use permit in the H-1 zone. The request is for specific land uses within the facility which will be within the enclosed stadium building. There will also be outdoor uses and activities, such as outside dining, within the pedestrian streetscape but no functional square footage areas were included with this request.

#### Elevations

The plans for the stadium depict an approximate 196 foot high building to the top of the roof with a 225 foot high maximum building envelope height. The stadium has a modern design consisting of aluminum and curtain wall systems with photovoltaic panels on portions of the building. Additional elements include louvered façade with framed ribbons, storefronts, and an operable wall that provides views toward The Strip. Various portions of the elevations will contain LED panels and lighting effect systems throughout. However, signage is not a part of this application and will be reviewed with a subsequent land use application.

#### Signage

Signage is not a part of this request and will be addressed in a subsequent land use application.

#### Applicant's Justification

The applicant indicates that the Las Vegas Stadium will be home to the Las Vegas Raiders and UNLV Rebels football team. The facility will also be used for events such as concerts, music festivals, sporting events, and other large venue special events. The proposed domed stadium has a maximum building envelope height of 225 feet and the FAA 7460 form has been submitted and is in process.

There are a total of 16,250 on-site parking spaces required with a proposed 2,375 on-site spaces and 13,875 off-site spaces. There have been various locations identified as potential off-site parking locations. The on-site parking is provided for season ticket holders and VIP/box owners. A bus/shuttle will be provided between the off-site parking areas and the stadium facility. Additionally, the applicant cites 23,800 hotel rooms within a 1.0 mile walking distance (20 to 25 minutes) from the stadium site and indicates many visitors will have the option to walk to and from the site. The applicant further expands on other travel options/mode choices for attending a game and states that all the options have an impact in reducing the typical parking demands of a stadium that relies on passenger vehicles as its primary mode. Finally, the applicant references similar facilities located in urban areas that provide for remote parking at off-site locations and states that the request for an 85.4% parking reduction to provide off-site parking is considered reasonable for the project. A detailed parking analysis with proposed modes of transportation and potential off-site parking locations is provided and on file.

**Prior Land Use Requests**

| Application Number      | Request  | Action            | Date          |
|-------------------------|--|-------------------|---------------|
| TM-0106-17              | A tentative map for a 2 lot commercial subdivision   | Approved by BCC   | August 2017   |
| PRE-0033-17             | Pre-submittal for a High Impact Project for a stadium  | Reviewed by staff | May 2017      |
| PRE-0033-17             | Pre-submittal for a High Impact Project for a stadium  | Reviewed by staff | May 2017      |
| ZC-0057-04              | Reclassified APN 162-29-302-001 to H-1 zoning for future development subject to no resolution of intent and a design review as a public hearing  | Approved by BCC   | February 2004 |
| ZC-1795-96 (ET-0326-02) | Second extension of time to reclassify the site (except APN 162-29-302-001) to H-1 zoning for 2 resort hotels subject to removing the time limit | Approved by BCC   | November 2002 |
| UC-0539-02              | Allow 7 new off-premises signs (billboards)  | Approved by PC    | May 2002      |
| ZC-1795-96 (ET-0439-98) | First extension of time to reclassify the site (except APN 162-29-302-001) to H-1 zoning for 2 resort hotels subject until December 31, 2002     | Approved by BCC   | December 1998 |
| ZC-1795-96              | Reclassified the site (except APN 162-29-302-001) to H-1 zoning for 2 resort hotels  | Approved by BCC   | December 1996 |

**Surrounding Land Use**

|       | Planned Land Use Category | Zoning District | Existing Land Use   |
|-------|---------------------------|-----------------|---|
| North | Commercial Tourist        | H-1 & M-1       | Office/warehouse complex approved for office & retail uses, a commercial building, & an undeveloped parcel                                    |
| South | Commercial Tourist        | H-1             | A hotel (Staybridge Suites) & an undeveloped parcel   |
| East  | Commercial Tourist        | H-1             | Interstate 15, Mandalay Bay Resort Hotel, & Delano Hotel  |
| West  | Commercial Tourist        | M-1             | Industrial buildings, medical & retail marijuana cultivation & production facility, outside storage yards, & convenience store with gas pumps |

**STANDARDS FOR APPROVAL:**

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.



## **Analysis**

### **Current Planning**

#### Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Master Plan. One of several criteria the applicant must establish is the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

Due to the special characteristics of the proposed facility, these special uses are only permitted with discretion in a zoning district subject to review by the Board of County Commissioners (BCC) to ensure compatibility with existing or planned surrounding uses and in consideration of the Comprehensive Master Plan. Consideration of these uses is incumbent on the applicant to establish that the uses are appropriate at the proposed location and do not, among other criteria, result in substantial or undue adverse effect on the adjacent properties, character of the neighborhood, traffic conditions, rights-of-way, or other matters affecting public health, safety, and general welfare.

Staff finds that the use permit requests are appropriate for this location since the existing property is located within the Resort Corridor, zoned H-1, and designated for Commercial Tourist land uses within the Winchester/Paradise Land Use Plan. The Resort Corridor is a high intensity economic center that is intended for tourist oriented uses. Staff finds the request complies with Policy 19.1 of the Winchester/Paradise Land Use Plan which states, in part, that the Resort Corridor is the prime activity center where hotels, casinos, entertainment uses, general business, professional and public offices, commercial uses, and multi-family residential uses are located. The request is consistent with Goal 19 of the Winchester/Paradise Land Use Plan which encourages, in part, a concentration of mixed uses including commercial, recreational, and live entertainment to enhance the economic, social and physical development, and vitality of the Winchester/Paradise planning area. Additionally, the request complies with Urban Specific Policy 27 of the Comprehensive Master Plan which encourages hotel, casinos, and entertainment uses in the Commercial Tourist areas. Finally, the proposed stadium furthers Goals 21, 22, and 23 of the Winchester/Paradise Land Use Plan regarding uses in the Resort Corridor.

Therefore, staff can support the use permits for the following reasons:

The High Impact Project and recreational facilities (multi-function stadium and events center) and ancillary uses will create employment opportunities and contribute to the Las Vegas economy. The area is developed with a level of intensity consistent with the Resort Corridor and H-1 zoning. The scale and intensity of the proposed facility at this particular location is appropriate and compatible with existing uses in the area. The project is well designed functionally and aesthetically integrated with the surrounding development and land uses through the site design, landscape, and buffer elements, including pedestrian connectivity. A subsequent development agreement will further address public infrastructure and service needs and mitigation measures.

#### Waivers of Development Standards

Waivers of development standards are intended to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed

standard, may justify an alternative. To that end, the applicant shall have the burden of proof to establish the waivers of development standards are appropriate for this location.

Waiver of Development Standards #1 (Parking)

The use of off-site parking locations is provided along with a discussion of the various travel mode options as follows: 1) walking; 2) taxi; 3) ridesharing; 4) RTC bus from park and ride sites; 5) private shuttle bus from neighborhood casinos; and 6) VIP limos. While a waiver of development standards is requested for a reduction of on-site parking, the intent is to provide all of the required parking through a combination of on-site spaces, spaces adjacent to the site, and other parking facilities that will be accessed via game day shuttles.

The parking analysis summarizes the results and findings of the following: 1) parking demand by mode choice; 2) existing parking facilities; 3) off-site parking options; 4) undeveloped land parking options; 5) NFL stadium comparison; and 6) conclusion. The stadium comparison chart provides a summary of 30 existing stadium locations throughout the Country. The analysis is thorough and done by a Licensed Civil Engineer and compares Title 30 requirements with attendee travel mode choice. The calculations and subsequent analysis, which also relies on empirical data, concludes that the actual stadium parking demand is closer to 12,100 parking spaces without a Monorail Station at Mandalay Bay. The parking demand accounts for all personal and rental vehicles that would require parking. While the majority of the parking is provided off-site, the analysis indicates the Raiders have a large fan base from Northern and Southern California with many ticket holders visiting from California and other states. Additionally, many fans will be staying at nearby resort hotels and walking from the resort corridor via the proposed Hacienda Avenue pedestrian bridge. Therefore, the final conclusion of the parking analysis is that the request for an 85.4% on-site parking reduction is considered reasonable for the stadium project to allow for off-site parking.

Therefore, staff finds the methodology and findings of the parking analysis are sound and acceptable and provides for an acceptable alternative to the relaxed standard. With conditions, staff can support the conclusion that it is expected that the project will have sufficient parking upon full build-out with a combination of the options presented in the analysis. The applicant has stated in the parking analysis that it is anticipated that a stadium parking plan will be finalized within 1 year and all required parking provided with appropriate land use approvals for the off-site parking facilities, prior to the Certificate of Occupancy of the stadium.

Waiver of Development Standards #2 (Building Height)

The request to increase building height is consistent with other increased heights in the immediate area. Based on the proposed massing of the overall development and architectural elements, staff does not anticipate any adverse impacts to the immediate area and can support the increase in building height subject to approval from the FAA. The building complies with Policy 23.2 of the Winchester/Paradise Land Use Plan which encourages, in part, scale relationships between buildings and breaking up the mass and shifting building placements for appropriate transitions.

Waivers of Development Standards #3 & #4 (Alternative Screening & Buffering)

Several sites within the Resort Corridor have been allowed to provide alternative landscaping along streets. These sites have provided landscaping which has enhanced the properties and provided a buffer between the sidewalk/pedestrian access easement and rights-of-way. Staff

finds the major portion of the alternative landscaping proposed by the applicant is compatible with adjacent uses and consistent with other existing and approved development in this area, and will provide for more cohesive development within the Resort Corridor and can support this portion of the request. Since the spatial distribution, landscape area widths, and locations of sidewalks are not fully in compliance with Title 30, the applicant is providing for a functional alternative that meets or exceeds the Code provisions.

#### Waiver of Development Standards #5 (Parking Lot Landscaping)

This request is for a portion of the overall site that will provide for the majority of the on-site parking. While the quantitative value of overall parking lot trees is not in compliance with Title 30, there is a substantial amount of perimeter landscaping that will off-set the lack of interior parking lot landscaping. Similar large sites with parking intensive uses have been approved with similar reductions in parking lot landscaping; therefore, staff can support this portion of the request.

#### Waiver of Development Standards #6 (Outdoor Commercial/Retail Uses)

Staff can support waiver of development standards to allow outdoor commercial/retail uses not within a permanent enclosed building. This site is located within the Resort Corridor which is a high intensity economic center which is tourist oriented and caters to pedestrians both in circulation and scale of development. There are no residential uses in the immediate area. All structures/booths will be located within the development, and therefore, will not impede pedestrian traffic flows and circulation along public sidewalk or walkway areas. With consideration of further restrictions to ensure pedestrian circulation is not negatively impacted, staff can support this request.

#### Design Reviews

The site design and development parameters are established and dependent on consideration of the use permit and waiver requests, thereby requiring contingent consideration of the design review. As with the use permits, staff finds the design review requests are appropriate for this location since the existing property is large, zoned H-1, and located within the Resort Corridor.

Staff finds the plans on file are harmonious and compatible with the development in the area and the applicant has established that the plans satisfy the following criteria for a design review: 1) the proposed development is compatible with adjacent development; 2) the proposed development is consistent with the applicable land use plan and Title 30; 3) design characteristics and other architectural and aesthetic features are not unsightly or undesirable in appearance; and 4) are harmonious and compatible with development in the area.

The request is a High Impact Project which will increase demand for infrastructure and public services in the area, which is typical of large projects. Staff is requesting as a condition of approval that the applicant enter into a Development Agreement with the County. This is to ensure that any increased impact for public services is mitigated and adequate amenities are provided. The Development Agreement will provide a mechanism whereby the County can ask the Developers of this project to assist in facilitating the County's ability to provide these needed services and infrastructure. The applicant should work closely with the appropriate agencies to ensure that adequate facilities are in place and/or provide for the facilities if they are not readily available. Additionally, staff recommends that the applicant continue working on finalizing and obtaining off-site parking that is referenced in the parking analysis.

However, due to the scope of the project, other pertinent issues and concerns may be identified through the public hearing process that may merit additional conditions or restrictions on the proposed use.

**Public Works – Development Review**

Waiver of Development Standards #8

Staff has no objection to the non-standard improvements shown on plans (pedestrian bridge, fences/walls, and other appurtenances) in the various rights-of-way. However, the final design of the improvements will need to be reviewed by various staff members of Public Works and the Nevada Department of Transportation, which may result in additional requirements. If the final design triggers additional requirements, the applicant will have the option to make modifications to meet the requirements or to request an appropriate land use application to allow the Board of County Commissioners to review and approve the design.

Waiver of Development Standards #9

The requested driveway locations do not meet the minimum standards for distance to and from various street intersections. Staff does not generally support such reductions when the requirements can be met on an undeveloped site. However, the use and design of the site are unique to a large capacity stadium and as such the driveways will not be in use during normal traffic conditions. In fact, the driveways will be gated to prevent unauthorized access during non-event hours. Staff will be entering into a separate agreement with the applicant to address the use of all adjacent streets and methods of traffic control for events. With that agreement in place, staff is confident that there will be sufficient signage and traffic control officials in place to ensure that vehicular conflicts at these driveways are avoided.

**Department of Aviation**

The development will penetrate the 100:1 notification airspace surface for McCarran International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

More importantly, the development will penetrate the Part 77 airspace surface (Airport Airspace Overlay District), as defined by Section 30.48.100 of the Clark County Unified Development Code. Therefore, as required by Section 30.16.210(12)(D) of the Clark County Unified Development Code, final action cannot occur until the FAA has issued an airspace determination and the Department of Aviation has reviewed the determination.

**Staff Recommendation**

Approval.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Comprehensive Master Plan, Title 30, and/or the Nevada Revised Statutes.

## **PRELIMINARY STAFF CONDITIONS:**

### **Current Planning**

- 1 year to review the parking from the date of Board of County Commissioners approval to ensure off-site parking has been finalized and obtained;
- Enter into a Development Agreement as agreed upon by the applicant to mitigate impacts of the project including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;
- Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, and structural first lift with initial foundation work;
- Bond or other security is acceptable to Clark County for excavation prior to Development Agreement or Decommissioning Plan;
- Submit a security performance bond acceptable to the County in an amount sufficient to provide a screen wall and/or restore the site including removal of construction materials, site stabilization and revegetation as necessary should construction of the project be discontinued or abandoned;
- As part of the Development Agreement or as a separate agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned with said plan to be submitted and approved prior to building permits for the stadium;
- Off-site parking plans with approved off-site parking lots/areas and all mitigation measures completed prior to a temporary certificate of occupancy on the stadium;
- A review as a public hearing within 2 months of the conclusion of the first NFL season to address the issues that arise during the events including, but not limited to parking, pedestrian/vehicular conflicts, additional pedestrian containment, pedestrian analysis, and security;
- Final design of the pedestrian access easement/sidewalk along all streets to be reviewed and approved by staff;
- All sidewalks shall be a consistent color or pattern;
- Design review as a public hearing on substantial changes;
- Provide breaks (gates) in fencing along all streets for emergency services use with design to be coordinated with the Fire Department;
- Provide locations within parking areas and at entrances to the facility to be used as staging areas for emergency service vehicles with location to be coordinated with the Fire Department;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised to coordinate with other entities and or agencies; the project shall comply with requirements of Title 30.64.060 (Water Features); approval of request only approves any relaxed standards that depart from the development and improvement standards required by Title 30 provided such relaxed standards completely comply with the approved plans on file or as may be amended by future land use applications; approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permits, licenses, or approvals; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time and application for review; the extension of time may be denied if the project has

not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

**Public Works – Development Review**

- Drainage study and compliance;
- Drainage study to address the need for the existing public drainage easement on site;
- Right-of-way dedication to include 15 feet for Polaris Avenue to the back of curb and associated spandrels;
- Provide details of the need for additional right-of-way on Polaris Avenue, if it will be fee owned or easement, and how it will be utilized;
- Separate agreement to be executed with Public Works on the utilization of the Hacienda Avenue/Dean Martin Drive connecting road during events;
- Methods of protecting pedestrian realms adjacent to the public rights-of-way from vehicular hazards to be reviewed and approved by Public Works – Development Review;
- Vacate excess rights-of-way and easements;
- Traffic study and compliance;
- Compliance with additional requirements based on the traffic study review is required;
- Full off-site improvements;
- All gate locations to be reviewed and approved by Public Works – Development Review;
- Nevada Department of Transportation (NDOT) approval, including, but not limited to, access and improvements for Russell Road and for any bridges or other crossings of I-15 for pedestrians or vehicles;
- Provide approvals from any private property owner for any bridges, crossings, vehicular or pedestrian access, or other use of said owner's property for the conveyance of pedestrians or vehicles from this project;
- Provide detailed plans for the complete section of Hacienda Avenue/Mandalay Bay Road, from the eastern terminus of any proposed bridge to Polaris Avenue, showing the extent and dimensions of any bridge;
- Bridge details to show any proposed amenities, including, but not limited to, trash cans, benches, and lighting that may reduce the effective width of the bridge;
- Bridge details to show the NDOT High Occupancy Vehicle (HOV) drop lanes to and from Hacienda Avenue;
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.
- Applicant is advised that the installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way; a License and Maintenance Agreement for non-standard improvements beyond the standard detached sidewalk with landscaping may be required; dual arm luminaries or other lighting options should be considered for Polaris Avenue; and that any improvements that do not meet or exceed the Uniform Standard Drawings for Off-Site Improvements, as solely determined by the County, require waivers of development standards.

**Department of Aviation**

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

**Building/Fire Prevention**

- **Submit fire protection report for review and approval, fire protection report must also discuss use of all interior and exterior fireworks and related components;**
- **Submit Fire Department access plan for review and approval;**
- **Submit rooftop pyrotechnics plan for review and approval.**

**Clark County Water Reclamation District (CCWRD)**

- Applicant is advised that sanitary sewer requirements have been provided in discussions with CCWRD; and to please contact CCWRD with further questions.

**TAB/CAC: Paradise – approval.**

**APPROVALS: 5 cards**

**PROTESTS:**

**COUNTY COMMISSION ACTION:** August 16, 2017 – HELD – To 09/06/17 – per staff.

**APPLICANT:** Las Vegas Stadium Company, LLC

**CONTACT:** Kimley-Horn & Assoc., Jody Walker Belsick, 6671 Las Vegas Boulevard South #320, Las Vegas, NV 89119

# Department of Comprehensive Planning

500 S Grand Central Pky • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

September 14, 2017

KIMLEY-HORN  
JODY WALKER BELSICK  
6671 LAS VEGAS BOULEVARD SOUTH #320  
LAS VEGAS, NV 89119

REFERENCE: UC-0557-17

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **September 6, 2017** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

### **CONDITIONS:**

#### **Current Planning**

- **1 year to review the parking from the date of Board of County Commissioners approval to ensure off-site parking has been finalized and obtained;**
- **Enter into a Development Agreement as agreed upon by the applicant to mitigate impacts of the project including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;**
- **Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, and structural first lift with initial foundation work;**
- **Bond or other security is acceptable to Clark County for excavation prior to Development Agreement or Decommissioning Plan;**
- **Submit a security performance bond acceptable to the County in an amount sufficient to provide a screen wall and/or restore the site including removal of construction materials, site stabilization and revegetation as necessary should construction of the project be discontinued or abandoned;**
- **As part of the Development Agreement or as a separate agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned with said plan to be submitted and approved prior to building permits for the stadium;**

BOARD OF COUNTY COMMISSIONERS  
STEVE SISOLAK, Chairman • CHRIS GIUNGHIGLIANI, Vice Chair  
SUSAN BRAGER • LARRY BROWN • JAMES B. GIBSON • MARILYN KIRKPATRICK • LAWRENCE WEEKLY  
YOLANDA T. KING, County Manager



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Nancy A. Amundsen, Director

- Off-site parking plans with approved off-site parking lots/areas and all mitigation measures completed prior to a temporary certificate of occupancy on the stadium;
- A review as a public hearing within 2 months of the conclusion of the first NFL season to address the issues that arise during the events including, but not limited to parking, pedestrian/vehicular conflicts, additional pedestrian containment, pedestrian analysis, and security;
- Final design of the pedestrian access easement/sidewalk along all streets to be reviewed and approved by staff;
- All sidewalks shall be a consistent color or pattern;
- Design review as a public hearing on substantial changes;
- Provide breaks (gates) in fencing along all streets for emergency services use with design to be coordinated with the Fire Department;
- Provide locations within parking areas and at entrances to the facility to be used as staging areas for emergency service vehicles with location to be coordinated with the Fire Department;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised to coordinate with other entities and or agencies; the project shall comply with requirements of Title 30.64.060 (Water Features); approval of request only approves any relaxed standards that depart from the development and improvement standards required by Title 30 provided such relaxed standards completely comply with the approved plans on file or as may be amended by future land use applications; approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permits, licenses, or approvals; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time and application for review; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

## Public Works – Development Review

- Drainage study and compliance;
- Drainage study to address the need for the existing public drainage easement on site;
- Right-of-way dedication to include 15 feet for Polaris Avenue to the back of curb and associated spandrels;
- Provide details of the need for additional right-of-way on Polaris Avenue, if it will be fee owned or easement, and how it will be utilized;
- Separate agreement to be executed with Public Works on the utilization of the Hacienda Avenue/Dean Martin Drive connecting road during events;
- Methods of protecting pedestrian realms adjacent to the public rights-of-way from vehicular hazards to be reviewed and approved by Public Works – Development Review;
- Vacate excess rights-of-way and easements;
- Traffic study and compliance;
- Compliance with additional requirements based on the traffic study review is required;
- Full off-site improvements;

BOARD OF COUNTY COMMISSIONERS  
STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair  
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Nancy A. Amundsen, Director

- All gate locations to be reviewed and approved by Public Works – Development Review;
- Nevada Department of Transportation (NDOT) approval, including, but not limited to, access and improvements for Russell Road and for any bridges or other crossings of I-15 for pedestrians or vehicles;
- Provide approvals from any private property owner for any bridges, crossings, vehicular or pedestrian access, or other use of said owner's property for the conveyance of pedestrians or vehicles from this project;
- Provide detailed plans for the complete section of Hacienda Avenue/Mandalay Bay Road, from the eastern terminus of any proposed bridge to Polaris Avenue, showing the extent and dimensions of any bridge;
- Bridge details to show any proposed amenities, including, but not limited to, trash cans, benches, and lighting that may reduce the effective width of the bridge;
- Bridge details to show the NDOT High Occupancy Vehicle (HOV) drop lanes to and from Hacienda Avenue;
- If required by Regional Transportation Commission, dedicate and construct right-of-way for bus turnouts including passenger loading/shelter areas in accordance with Regional Transportation Commission standards.
- Applicant is advised that the installation of detached sidewalks will require the vacation of excess right-of-way and granting necessary easements for utilities, pedestrian access, streetlights, and traffic control or execute a License and Maintenance Agreement for non-standard improvements in the right-of-way; a License and Maintenance Agreement for non-standard improvements beyond the standard detached sidewalk with landscaping may be required; dual arm luminaries or other lighting options should be considered for Polaris Avenue; and that any improvements that do not meet or exceed the Uniform Standard Drawings for Off-Site Improvements, as solely determined by the County, require waivers of development standards.

## Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace

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YOLANDA T. KING, County Manager

# Department of Comprehensive Planning

500 S Grand Central Pky • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

**determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.**

#### **Building/Fire Prevention**

- **Submit fire protection report for review and approval, fire protection report must also discuss use of all interior and exterior fireworks and related components;**
- **Submit Fire Department access plan for review and approval;**
- **Submit rooftop pyrotechnics plan for review and approval.**

#### **Clark County Water Reclamation District (CCWRD)**

- **Applicant is advised that sanitary sewer requirements have been provided in discussions with CCWRD; and to please contact CCWRD with further questions.**

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**EXHIBIT "D"**

**CLARK COUNTY BUILDING DEPARTMENT'S RESIDENT INSPECTOR PROGRAM  
POLICY AND PROCEDURE BD-PP-128**



### Clark County Department of Building & Fire Prevention

4701 West Russell Road • Las Vegas NV 89118  
Tel (702) 455-3000 • Fax (702) 221-0630

|                  |                                  |                               |            |
|------------------|----------------------------------|-------------------------------|------------|
| <b>Division:</b> | Building Division                | <b>Policy &amp; Procedure</b> | BD-PP-128  |
| <b>Subject:</b>  | RESIDENT INSPECTOR PROGRAM       | <b>Effective Date:</b>        | 09/03/2010 |
| <b>Code:</b>     | CC Building Admin Code 22.02.505 | <b>Revised Date:</b>          | 11/22/2016 |

#### A. POLICY:

The Clark County Department of Building & Fire Prevention has developed and implemented a Resident Inspector Program to fulfill extraordinary inspection requests from customers or when deemed required by the Building Official. Each customer request shall be considered on a case by case basis in determination of appropriate time duration, schedule and number and skill set of inspector(s). This program is on a fee basis, with the permit owner or property owner paying all costs for this service. The Resident Inspector Program is in lieu of standard call out inspection services.

#### B. STANDARDS:

Clark County Building Administrative Code Title: 22.02.430

#### C. PROCEDURE:

1. Wherein a permit owner requests a resident inspector(s), they shall complete a Resident Inspector Agreement (Form #902) along with a written request and justification.
2. The permit owner shall establish an escrow account for the purpose of paying all inspection service costs incurred for the duration of the Program.
3. The Inspection Manager shall select one or more inspectors from the various employee classifications to be assigned on-site to perform inspections in accordance with the agreed upon schedule.
4. At the end of each work week, the inspector will present the permit owner with a Weekly Inspection Services Receipt (Form #316), to sign and acknowledge inspection hours worked to be withdrawn from the associated escrow account.
5. The inspector shall route the signed Services Receipt to their supervisor.
6. The weekly Services Receipts shall be routed to the designated Financial Specialist to deduct from the established escrow account.

#### Revision History:

| POLICY #  | TITLE                       | Effective Date | Revised    | Reviewed   |
|-----------|-----------------------------|----------------|------------|------------|
| BD-PP-128 | Resident Inspection Program | 09/03/2010     | New        |            |
| BD-PP-128 | Resident Inspection Program |                |            | 11/04/2013 |
| BD-PP-128 | Resident Inspection Program |                | 10/22/2014 |            |
| BD-PP-128 | Resident Inspection Program |                | 12/09/2014 |            |
| BD-PP-128 | Resident Inspection Program |                |            | 10/07/2015 |
| BD-PP-128 | Resident Inspector Program  |                | 11/22/2016 |            |

|                  |   |                               |            |
|------------------|---|-------------------------------|------------|
| <b>Division:</b> | Building Division                           | <b>Policy &amp; Procedure</b> | BD-PP-128  |
| <b>Subject:</b>  | RESIDENT INSPECTION PROGRAM                 | <b>Effective Date:</b>        | 09/03/2010 |
| <b>Code:</b>     | Clark County Building Admin Code 22.02. 505 | <b>Revised Date:</b>          | 11/22/2016 |

|  |   |  |  |
|--|---|--|--|
| <b>Developed by:</b>                             | <b>Reviewed by:</b>   |  |  |
| <i>Brenda A. Thompson</i>                        | <i>Ted Droessler</i>  | <i>Kevin McOsker</i>                       | <i>Brenda A. Thompson</i>                        |
| Brenda A. Thompson<br><i>Inspections Manager</i> | Ted Droessler<br><i>Engineering Manager</i>                                   | Kevin McOsker<br><i>Plans Exam Manager</i> | Brenda A. Thompson<br><i>Inspections Manager</i> |
|  | <b>Approved by:</b>   |  |  |
|  | <i>Samuel D. Palmer</i>   |  |  |
|  | Samuel D. Palmer, P.E.<br><i>Acting Director/Building &amp; Fire Official</i> |  |  |

**EXHIBIT I**

Project Budget

[See Attached]