

**REVOCABLE LICENSE AND MAINTENANCE AGREEMENT**  
**Term 5 Years**

**THIS REVOCABLE LICENSE AND MAINTENANCE AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by **CLARK COUNTY STADIUM AUTHORITY** (“Stadium Authority”) and **LV STADIUM EVENTS COMPANY, LLC** (“Stadco”), a Nevada limited liability company, (Stadium Authority and Stadco are collectively the “**LICENSEE**”), and **COUNTY OF CLARK**, a political subdivision of the State of Nevada (“**COUNTY**”).

**RECITALS**

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

**WHEREAS**, Stadium Authority, is the Owner of certain real property located at 3333 Al Davis Way, Las Vegas, Nevada 89118, known as Assessor's Parcel Number 162-29-310-001 (“**LICENSEE**’s Property”) located in Las Vegas, Nevada, more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein;

**WHEREAS**, the **LICENSEE**’s Property is zoned as **Limited Resort and Apartment Zone (H-1)**;

**WHEREAS**, the **LICENSEE** desires to connect to the **COUNTY**’s storm drain and flood control system to discharge ground water from discharge points on Licensee’s Property to permitted locations of the Public Storm Drain (as hereinafter defined) as described in Exhibit “B” attached hereto, on County Property for the purpose of removing groundwater to facilitate the operation of a stadium;

**WHEREAS**, the **LICENSEE** desires to construct and maintain a Storm Drain Connection (as herein defined) to the Public Storm Drain(s) on the County Property, and said Storm Drain Connection (as hereinafter defined) is described and depicted in Exhibit “B”;

**WHEREAS**, the **COUNTY** is willing to allow **LICENSEE** to access, if necessary, the County Property for the sole purpose of constructing and maintaining a Storm Drain Connection on the County Property or utilizing existing private storm drain facilitates that connect to the Public Storm Drain and discharging groundwater from **LICENSEE**’s Property, into the Public Storm Drain pursuant to the terms and conditions of this Agreement and license;

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

**SECTION 1 DEFINITIONS**

a. “Public Storm Drain” is defined as the manhole and storm drain pipe located within the **COUNTY**’s right-of-way (“County Property”) at the specific locations set forth in Exhibit “B” and said specific locations described in Exhibit “B” are also referred to as “Permitted Locations”.

b. “Storm Drain Connection” is defined as the discharge points from **LICENSEE’s** Property providing for the discharge of ground water at a maximum cumulative rate of **250** gallons per minute per site to Permitted Locations within the Public Storm Drain, as described and depicted in Exhibit “B”.

## **SECTION 2 LICENSE AND PERMIT**

The **COUNTY** hereby grants to the **LICENSEE**, subject to the terms and conditions stated in this Agreement and license, a revocable license to construct, use and maintain the Storm Drain Connection allowing for the discharge of ground water to the Permitted Locations of the County Property for a term of five (5) years and for the purpose of removing groundwater to facilitate the operation of a stadium.

This Agreement and license authorizes the construction, installation, use, maintenance, repair and/or replacement or removal of the Storm Drain Connection only. Prior to any construction installation, maintenance, use repair and/or replacement or removal of the Storm Drain Connection in the County Property, **LICENSEE** shall submit detailed plans of the Storm Drain Connection improvements if required by the Department of Public Works, along with the approved Nevada Division of Environmental Protection (“NDEP”) permit(s) approved and issued by the State of Nevada, to the **COUNTY** for approval and shall secure all necessary permits required by the **COUNTY**, including but not limited to an offsite permit, if required by the Department of Public Works. Said Storm Drain Connection, described in Exhibit “B”, is to be located only in the area shown on Exhibit “B”, attached hereto and by this reference incorporated herein and as shown on plans and permits separately approved by the **COUNTY**. The **COUNTY** shall have the right in its sole discretion to review and approve or disapprove the final design and location of the Storm Drain Connection.

**LICENSEE** agrees that it has no right to legally challenge or contest the **COUNTY’s** conditions, requirements and decisions with respect to the Storm Drain Connection and use of the Public Storm Drain, including, but not limited to the Permitted Locations and/or lack of locations and revocation of the Storm Drain Connection.

**LICENSEE** agrees that it shall not construct or engage in other improvements other than the Storm Drain Connection set forth in Exhibit “B”, and subject to in this Agreement and license. **LICENSEE** agrees that the License and Permit is only for the purpose of discharging ground water only from the Licensee’s Property into the Permitted Locations of the Public Storm Drain.

## **SECTION 3 INSTALLATION AND MAINTENANCE**

The **LICENSEE** shall, at its sole cost and expense, furnish all labor, equipment, and materials for the construction, installation, maintenance, repair and/or replacement or removal of the Storm Drain Connection. All work, including maintenance, is to be performed to the satisfaction of the **COUNTY**, and in compliance with all permits, applicable codes, ordinances, rules, regulations, specifications and standards of the **COUNTY**, and all applicable laws, statutes, rules, codes and regulations of the State of Nevada, including but not limited to all State of Nevada water discharge permits, and the United States, and in such a manner so as to pose no risk of danger to persons or

property, and no interference with the use of the storm drain, public streets, off-site improvements and right-of-way, and no interference with the operations or reasonable convenience of the owners of the property which adjoins any of the public streets, right-of-way, Public Storm Drain and/or any other **COUNTY** property.

**LICENSEE** shall, at its sole cost and expense, construct, install and maintain the Storm Drain Connection. The Storm Drain Connection shall be constructed, installed, maintained and used so as not to interfere with the installation, maintenance or use of the Public Storm Drain and/or any other **COUNTY** property, street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas lines, power lines, cable television facilities, telephone lines and any other utilities that have been or may be installed, maintained, used, or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Water District or any other district hereafter created for any governmental purpose.

**LICENSEE** shall not construct, install, maintain or use the Storm Drain Connection in such a manner as to damage or interfere with any existing water, sewer, gas, telephone, telegraph, or cable television facilities or electric light, heat, or power lines owned by another and/or maintained by a public utility or other governmental body or franchise.

Prior to any construction, installation, maintenance, replacement, reconstruction, repair and/or modification or relocation of the Storm Drain Connection, plans shall be submitted by the **LICENSEE** to the **COUNTY** for approval and permit issuance, including but not limited to an offsite permit, if required by the Department of Public Works, upon acceptance by the **COUNTY**. All construction, installation, maintenance, repair, reconstruction, replacement and/or modification or relocation performed by the **LICENSEE** shall be performed in a manner acceptable to the **COUNTY**. Construction, installation, maintenance, reconstruction, repair, replacement and/or modification or relocation shall include, but not be limited to the following additional conditions and restrictions:

- (a) At all times, **LICENSEE** must obtain and comply with all state and federal water discharge permits.
- (b) In addition to requirements of state and federal permits, **LICENSEE** agrees that all ground water discharged must not contain any pollution, illegal pollutants or wastewater in concentrations in excess of those established by law.
- (c) The Storm Drain Connection must contain a backflow protector.
- (d) The maximum discharge of ground water from **LICENSEE** property to the Permitted Locations of the Public Storm Drain shall be 250 gallons per minute when discharging and discharging pursuant to the NDEP permit(s) may occur 24 hours per day. **LICENSEE** shall not commence discharging until NDEP permit(s) are obtained.

- (e) During a rain event, which increases storm water flows in the Public Storm Drain beyond normal everyday flows, **LICENSEE** shall not discharge ground water or otherwise use the Storm Drain Connection until the flows in the channel and/or Public Storm Drain are back to the normal everyday flows.
- (f) **LICENSEE** shall not permit, and shall be responsible for the prompt removal of any impediment, destruction, constraint, conflict, restraint or any other blockage to the Storm Drain Connections and/or any flow or drainage through the Public Storm Drain from the Storm Drain Connection.
- (g) **LICENSEE** shall be responsible for the prompt removal of debris and/or any pollutant or waste in concentrations in excess of those established by law within:  
(i) the Storm Drain Connection, (ii) the Public Storm Drain, (iii) the Permitted Locations, and (iv) in any other location if such debris, pollutant, and/or waste is caused by the **LICENSEE**.
- (h) The Storm Drain Connection must in no way be supported by any improvements to the Public Storm Drain or flood channel system, including but not limited to pipes and channel structure.
- (i) **LICENSEE** shall not interfere with the installation, maintenance or use of the Public Storm Drain, flood channels, including but not limited to pipes, channel structure and improvements, roadways, street lighting system, traffic signal systems, public improvements, pedestrian bridge foundations and structure, water pipes, drains, sewers or the flow of water therein, flood control improvements, drainage improvements, gas, power lines, cable television, telephone lines, and any other utilities that have been or may be installed, maintained, used or authorized by the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose.
- (j) **LICENSEE** shall not maintain or use the Storm Drain Connection in such a manner as to damage or interfere with the rights of others, or any existing or future private or public improvements and utilities, including but not limited to flood control improvements, drainage improvements, roadway improvements, sewer, gas, water, telephone, telegraph, or cable television facilities or electric, light, heat, or power lines owned by another.
- (k) **LICENSEE** agrees that the Storm Drain Connection shall not interfere with the operation of the Public Storm Drain, flood channels, and public vehicular and pedestrian traffic clear zones. Additionally, the Storm Drain Connection shall not cause any restriction of traffic lanes or shoulders. Furthermore, **LICENSEE** shall at its sole cost and expense be responsible for maintaining the Storm Drain Connection to ensure the health, safety and welfare of the public satisfactory to the County. Protection of workers shall be the sole responsibility of **LICENSEE**.

- (l) **LICENSEE's** work under this Agreement and license shall not involve, necessitate or require encroachment on or penetration of property owned by the **COUNTY**, or property owned by another, except within the County Property as permitted by this Agreement and license.
- (m) **LICENSEE** shall in no way impair, impede, conflict, delay, disrupt and/or in any way interfere with improvements in or on the County Property, including but not limited to the construction, repair, removal maintenance and/or use of utilities, including but not limited to the utilities constructed and installed by other developers.
- (n) **LICENSEE** further understands and agrees that certain improvements and/or repairs may be made to the County Property and the Public Storm Drain. **LICENSEE** shall not impair, impede, conflict, delay, disrupt and/or in any way interfere with the construction of public or private projects and shall if requested by the County discontinue the discharging of ground water from **LICENSEE** property until the repairs and/or improvements are completed. In the event the Storm Drain Connection impairs, impedes, conflicts, delays, disrupts and/or in any way interferes with improvements and/or the construction of improvements, as solely determined by the **COUNTY**, then **LICENSEE** shall, after receipt of written notice from the **COUNTY**, remove, modify, relocate or adjust the Storm Drain Connection, in the manner and time specified by the **COUNTY** in writing.

#### **SECTION 4 CONDITIONS OF COUNTY PROPERTY OCCUPANCY**

A. The license granted herein is subject to **LICENSEE** complying with all terms and conditions of this Agreement, including, but not limited to, the proper maintenance of the Storm Drain Connection pursuant to this Agreement. Further, **LICENSEE** agrees that this Agreement and license is limited to the Storm Drain Connection and discharge of ground water at Permitted Locations into the Public Storm Drain. **LICENSEE** shall not engage in any activities or improvements on the County Property that is not defined in this Agreement or in any other agreement between **LICENSEE** and the **COUNTY**.

B. The **COUNTY** reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, perform civil work, or maintain the surface or subsurface improvements located within or under the County Property described in Exhibit "B", including the area of the Storm Drain Connection, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses, or overpasses. The **COUNTY** may further develop the property over which the license is granted, which may require future excavation, construction, roadways, roadway construction, use, repairs, regrading, widening, realigning, maintenance, civil work, and other activities, which may require **LICENSEE**, following receipt of written notice from the **COUNTY** of the required actions, to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of the Storm Drain Connection across the County Property in order to not interfere with the use of the Public Storm Drain and such other public improvements.

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

- (i) Installation, maintenance, or use of all public facilities, including but not limited to flood control channels and facilities, roadways, standard improvements and public utilities;
- (ii) The public's health, safety, or welfare, as determined by said Director of Public Works; and/or
- (iii) Public works, including, but not limited to, streetlights, traffic signal conduits, curbs, gutters, sidewalks, pavement, water mains, sanitary and/or storm sewers, gas, telephone, telegraph, cable television, electric, light, heat, power, viaducts, bridges, underpasses or overpasses, which the **COUNTY**, the State of Nevada Department of Transportation, any franchised or non-franchised public utility company, the Clark County Water Reclamation District, the Las Vegas Valley Water District, or any other entity governed by the Board of Commissioners of the County may have authorized, installed, maintained, or used, or may in the future decide to authorize, install, maintain, or use on, across, along, over or under the County Property, or as said Department of Public Works determines is necessary because of a proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, realignment, change of width, construction of any public road, right-of-way or flood control channels and/or facilities.

D. In the event that the **LICENSEE's** construction, installation, maintenance, reconstruction, construction, repair, removal of the Storm Drain Connection is the cause of damage or disturbance to the surface or subsurface of the County Property, including but not limited to any improvements and structures in the Public Storm Drain, public roads, right-of-ways or adjoining public property, or any public property, then, after receipt of written notice to **LICENSEE** by the **COUNTY**, **LICENSEE** shall immediately at its own cost and expense, and in a manner approved by the **COUNTY**, repair and/or restore, to the satisfaction of the **COUNTY**, any damage sustained to the **COUNTY's** property caused by **LICENSEE**. If the repair or replacement is not completed within a reasonable time or does not meet the **COUNTY's** requirements for such work, the **COUNTY** will perform the work or have the work performed and **LICENSEE** will reimburse the **COUNTY** for all costs incurred within thirty (30) days after receipt of a bill evidencing such costs from the **COUNTY**.

E. The **LICENSEE** shall, within thirty (30) days after receiving written notice from the **COUNTY** to, demolish, reconstruct, modify, repair, remove or relocate the Storm Drain Connection, commence such demolition, reconstruction, modification, removal, repair or relocation by submitting all applications for the necessary permits to do so. The **LICENSEE** shall complete the required action, at **LICENSEE**'s sole cost and expense, within sixty (60) days after receiving the necessary permit(s), or such shorter time as may be reasonable. **LICENSEE** shall be responsible for all damages, to whomever, caused by **LICENSEE**'s failure to demolish, reconstruct, remove, modify, repair or relocate the Storm Drain Connection within the aforesaid time period.

F. If the **COUNTY** requests the **LICENSEE** to permanently remove the Storm Drain Connection then the **LICENSEE**'s license for use of the County Property is thereby revoked, subject to the provisions set forth in Section 7 concerning **LICENSEE**'S removal of the Storm Drain Connection. If the **COUNTY** requests the **LICENSEE** to remove a portion of the Storm Drain Connection, then the **LICENSEE**'s license for that portion of the **COUNTY**'s Property is hereby revoked, subject to the provisions set forth in Section 7.

G. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety, or welfare caused by or attributed to the Storm Drain Connection, the **LICENSEE** hereby agree to immediately (upon notice thereof) demolish, adjust, remove, replace, repair or reconstruct said Storm Drain Connection. In addition, the **COUNTY** at its option may, at the expense of the **LICENSEE**, adjust, demolish, remove, replace, repair or reconstruct said Storm Drain Connection if said Storm Drain Connection causes or contributes to an emergency or threat to the public's health, safety, and welfare. **LICENSEE** agrees to pay the **COUNTY** for all costs and expenses incurred by the **COUNTY** associated therewith within thirty (30) calendar days of receipt of a bill from the **COUNTY**.

H. **LICENSEE** shall not interfere with the Public Storm Drain and **LICENSEE** shall not damage property nor interfere with the rights or convenience of owners of property, which adjoin any of the public streets, right-of-way and/or the Public Storm Drain.

I. **LICENSEE** agrees that **LICENSEE** must accept its use of the County Property pursuant to this Agreement and license in an AS-IS condition. The **COUNTY** makes no warranties or guarantees as to the condition of the County Property and the Public Storm Drain or that the County Property and the Public Storm Drain are suitable for use for the Storm Drain Connection. **LICENSEE** further agrees that the **COUNTY** makes no warranties or guarantees that the Public Storm Drain has the capacity to carry any discharges from **LICENSEE**'s Property.

## **SECTION 5 LIABILITY AND INDEMNIFICATION**

The **LICENSEE** agrees to require its agents, (including those represented as consultant, contractor or subcontractor, collectively hereinafter "**LICENSEE REPRESENTATIVES**") to indemnify defend and hold harmless the **COUNTY** and the Clark County Regional Flood Control District pursuant to the provisions set for in this Agreement.

The **LICENSEE**, its successors in interest, and **LICENSEE REPRESENTATIVES** shall indemnify, defend and hold harmless the **COUNTY** and the Clark County Regional Flood Control District and their officers, agents, employees and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, causes of action, costs and expenses, judgments, of whatever nature, including costs of investigation, attorneys' fees and expenses, expert witness fees and expenses and all court or arbitration or other alternative dispute resolution costs, which are incurred as a result of injury to or death of any person, or against and from damage to or loss, or destruction of property whatsoever when such injury, death, loss, destruction, or damage is due to or arising from or as a result of any work, action or inaction by the **LICENSEE** and/or the **LICENSEE REPRESENTATIVES**, their officers, employees, and agents, in connection with the design, construction, installation, use, adjustment, maintenance, demolition, removal, repair, relocation, modification or reconstruction of the Storm Drain Connection or arising out of the **LICENSEE's** obligations or rights set forth in this Agreement, including but not limited to any damage caused by the discharge of water from the Storm Drain Connection or use of the County Property.

**LICENSEE** and **LICENSEE REPRESENTATIVES** shall also indemnify, defend and hold harmless the **COUNTY** and its officers, agents, employees and volunteers for any damages or injury to person or property or any losses arising out of, or related to, this Agreement, including but not limited to the encroachment permits, offsite permits, building permits, any other permits for the activities permitted herein, and/or any other **COUNTY** permits for **LICENSEE's** Property to the extent they are directly or indirectly related to the Storm Drain Connection as solely determined by the **COUNTY**.

**LICENSEE** and **LICENSEE REPRESENTATIVES** shall also indemnify, defend and hold harmless the **COUNTY** and its officers, agents, employees and volunteers for any damages or injury to person or property or any losses arising out of or related to the Storm Drain Connection and/or utility conflicts and damages, and/or conflicts, impacts, delays or interference with public or private projects and improvements, including but not limited to **COUNTY** contractors unless such damage or injury is caused by the misconduct or negligence of the **COUNTY's** officers, agents, employees, volunteers, representatives, or invitees or by **COUNTY** contractors. **LICENSEE** and **LICENSEE REPRESENTATIVES** shall indemnify, defend and hold harmless the Clark County Regional Flood Control District, its officers, agents, employees, and volunteers for any damages or injury or death to any person and/or property and/or losses, including but not limited to invites, guests, patrons, agents, employees, officers, contractors, subcontractors arising out of or in any way related to storm water flows onto or from property described in Exhibit "A", including but not limited to waters from any source, debris, substances, material, pollutants, flood and ground waters and/or lack of capacity of the Public Storm Drain.

At its option, **COUNTY** may elect to hire an attorney or attorneys to defend **COUNTY**, its officers, agents, employees and volunteers from any of the above claims, causes of action, suits, negotiation of settlements and/or arbitration. If **COUNTY** exercises this option, **LICENSEE** agrees that **LICENSEE** and **LICENSEE REPRESENTATIVES** remain subject to all indemnification obligations as set forth above in this Section, including but not limited to paying all costs, attorneys' fees, costs of suit, costs of appeal, and expert witness fees. **COUNTY** may at any time compromise or settle any claim, cause of action, suite, and/or arbitration if **COUNTY**



provides the settlement or compromise amount. Provided, however, that **COUNTY** and its defense counsel shall not have the right to compromise or settle any such claims, causes of action, suits or arbitration in any manner which would obligate **LICENSEE** and/or **LICENSEE REPRESENTATIVES** for the payment of money, without **LICENSEE**'s prior approval. If **COUNTY** provides the compromise or settlement amount without the approval of **LICENSEE**, and/or **LICENSEE REPRESENTATIVES** such compromise or settlement shall be without recourse against **LICENSEE** and/or **LICENSEE REPRESENTATIVES** by **COUNTY**. **LICENSEE** agrees, within thirty (30) days of receipt of billing(s) from **COUNTY** to pay all attorneys' fees incurred by the **COUNTY** in defense of such claims or other legal actions in addition to those items listed above.

**LICENSEE** also agrees to repair or restore, to the satisfaction of the **COUNTY**, any damage sustained to any public property, including the County Property and the Public Storm Drain that results from and/or arises out of the acts or omissions of **LICENSEE** and/or **LICENSEE REPRESENTATIVES** under this Agreement.

**LICENSEE** agrees that the **COUNTY** will not be responsible for any damage to the Storm Drain Connection and/or **LICENSEE**'s Property and any loss or damage arising from the Storm Drain Connection, this Agreement and license, the discharge of water, flooding, water damage, rain events, backflow, lack of capacity of the Public Storm Drain, rain and flooding events unless such loss or damage is directly caused by the **COUNTY**, or its employees, representatives, contractors and/or subcontractors, or invitees.

**LICENSEE** further agrees to waive as to the **COUNTY** and the Clark County Regional Flood Control District and their officers, agents, employees, and volunteers any claims, causes of actions, and/or damages **LICENSEE** may receive as a result of any waters, debris, substances, material, pollutants, flood or lack of capacity of the storm drain which causes damage to **LICENSEE**'s Property and its guests, invitees, contractors and/or improvements, including but not limited to buildings, structures and personal property.

This Section 5 survives termination of this Agreement.

#### **SECTION 6 INSURANCE POLICY**

**LICENSEE** at their own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance naming the **COUNTY** and the Clark County Regional Flood Control District, their officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement covering any and all possible risks, exposures, and/or liabilities resulting from this Agreement. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises, operations, severability of interest, products and completed operations, and contractual and independent contractors. **LICENSEE** shall maintain at all times limits of no less than Five Million and 00/100 Dollars (\$5,000,000.00) combined single limit per occurrence for bodily injury (including death),

personal injury, and property damage. The insurance coverage supplied by the LICENSEE must provide for a 30-day notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. LICENSEE shall provide the COUNTY with Certificates of Insurance within ten (10) working days after execution of this Agreement by LICENSEE. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit LICENSEE's liability obligations to the COUNTY.

#### **SECTION 7 REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON TERMINATION**

Upon termination of this Agreement and license, the LICENSEE shall, at its sole expense, if requested by the COUNTY, remove the Storm Drain Connection from the County Property and replace it with improvements, as required by the COUNTY within sixty (60) days of receipt of written notice of termination or within thirty (30) days of receipt of all permits necessary to the removal of the Storm Drain Connection. Prior to such removal, LICENSEE shall secure, at its sole expense, all permits and approvals required by COUNTY. LICENSEE agrees and understands that it does not have any right to legally challenge or contest the COUNTY's conditions, requirements and/or decisions with respect to the removal of Storm Drain Connection.

#### **SECTION 8 FEES**

Within ten (10) days of Board of County Commissioners approval, and prior to the issuance of any permits and prior to the commencement of any construction under this Agreement, the LICENSEE shall pay a fee of **Thirty-eight thousand six hundred seventy and 81/100 Dollars (\$38,670.81)** to the COUNTY for the costs to the COUNTY relating to use of the County Property prior to the Effective Date of this Agreement and the first year of use pursuant to this Agreement. Thereafter, on each anniversary of the Effective Date, the "LICENSEE" shall pay a fee of **Thirty-six thousand four hundred eighty-one and 90/100 Dollars (\$36,481.90)** to the County for the costs to the COUNTY relating to the use of the County Property pursuant to this Agreement,

In the event this Agreement is terminated before expiration of the term, paid fees will not be refunded.

#### **SECTION 9 CASH DEPOSIT**

Within ten (10) days after execution of this Agreement by LICENSEE, the LICENSEE shall deposit with the COUNTY a cash deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to secure its obligations set forth in this Agreement. A copy of the cash deposit is attached hereto as Exhibit "C". The cash deposit must be maintained in full as a continuing obligation during the entire term of this license. The COUNTY shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with the maintenance, removal and/or repair of the Storm Drain Connection and/or in connection with or by reason of any default of the LICENSEE, and within ten (10) calendar days thereafter

the **LICENSEE** will replenish the cash deposit to the full amount. In the event the Storm Drain Connection is removed pursuant to this Agreement, the **COUNTY** shall not be liable to the **LICENSEE** for any damages sustained by the **LICENSEE** for or on account of such removal.

This Section 9 survives termination of this Agreement except, upon termination of this Agreement, the cash deposit or any portion of the cash deposit, as solely determined by the **COUNTY**, shall be returned to the **LICENSEE** so long as the **COUNTY**, in its sole discretion, determines that the cash deposit will not be needed for the purposes set forth herein.

#### **SECTION 10 TERMINATION ON BREACH AND WAIVER OF BREACH**

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

#### **SECTION 11 TERMINATION ON NOTICE**

Notwithstanding any other provision in this Agreement, this Agreement and license may be terminated by the Board of County Commissioners, with or without cause and regardless of the nature of the improvement made by **LICENSEE**, upon ten (10) business days written notice. At the time of termination, **LICENSEE** shall comply with Section 7 of this Agreement and, if requested by the **COUNTY**, have the Storm Drain Connection removed, relocated and/or replaced with improvements, as required by the **COUNTY**, within sixty (60) days of receipt of written notice of termination or within thirty (30) days of receipt of all permits necessary to the removal, relocation, or replacement of the Storm Drain Connections. **LICENSEE** understands and agrees that it waives any rights it may have and that it has no cause of action or right of recourse based upon the **COUNTY**'s election to terminate this Agreement and license.

#### **SECTION 12 TERM**

Unless terminated earlier as provided herein, this Agreement automatically terminates five (5) years from the Effective Date, as set forth herein.

#### **SECTION 13 ASSIGNMENT MUST BE APPROVED BY COUNTY**

Except as provided in Section 21 of this Agreement with respect to the transfer of ownership of the land described in Exhibit "A" attached hereto, **LICENSEE** shall not assign this Agreement or license, in whole or in part, or any rights herein granted, without the written consent of the **COUNTY**. At the time an assignment is requested, the Board of County of Commissioners may, in their discretion, accept and approve the assignment or terminate this Agreement and license and require the **LICENSEE** to comply with the requirements of Section 7 above. In the event the Board of County Commissioners accepts and approves an assignment of this Agreement, such

assignment may be subject to a separate license agreement that may include new, modified and/or additional terms and conditions, as solely determined by the COUNTY in its sole discretion.

**SECTION 14 JOINT AND SEVERAL LIABILITY**

LICENSEE, Clark County Stadium Authority and LV Stadium Events Company, LLC, shall be jointly and severally liable for the terms, conditions, obligations, and duties of this Agreement, as set forth herein.

**SECTION 15 EFFECTIVE DATE**

This Agreement and license shall take effect on \_\_\_\_\_.(“Effective Date”).

**SECTION 16 NOTICES**

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when personally delivered, or three business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

**CLARK COUNTY, NEVADA:**

Clark County:

Attn: Denis Cederburg, Director  
Public Works Department  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155-4000

**LICENSEE:**

Owner:

Attn: Steve Hill  
Clark County Stadium Authority  
c/o: Brian Gordon  
Applied Analysis  
6385 S. Rainbow Blvd. Suite 105  
Las Vegas, NV 89118

LV Stadium Events Company, LLC  
Attention: Justin Carley  
1475 Raiders Way  
Henderson, NV 89052

**SECTION 17 SUCCESSORS AND ASSIGNS**

This Agreement and license shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors, successors in interest and permitted assigns. This Agreement and license will be recorded in the Office of the Clark County Recorder and will be binding upon the owner of the property described in Exhibit “A” attached hereto and by this

reference incorporated herein. Notwithstanding the above, **LICENSEE** will also continue to be bound by the terms and conditions of this Agreement until the subsequent successors and assigns agrees in writing to be bound by the terms and conditions herein and the **COUNTY** gives approval in writing of its consent to relieve **LICENSEE** of its obligations herein.

#### **SECTION 18 INDEPENDENT CONTRACTOR**

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

#### **SECTION 19 PARTIES AND INTERESTS**

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

#### **SECTION 20 COVENANTS NOT TO SUE**

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

#### **SECTION 21 COVENANT RUNNING WITH THE LAND**

This Agreement will be recorded in the Office of the Clark County Recorder and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, **LICENSEE** and the **COUNTY**, and the respective heirs, successors, successors in interest and assigns, or anyone claiming under them as owners of the land described in Exhibit "A", and shall constitute covenants running with the land for the benefit and binding upon the land described as Licensee's Property.

#### **SECTION 22 COUNTERPART**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

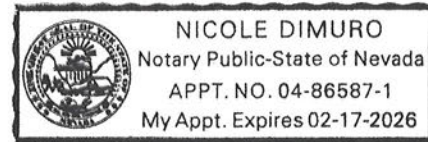


STATE OF NEVADA       )  
  )ss:  
COUNTY OF CLARK     )

This instrument was acknowledged before me on August 16 \_\_\_\_\_, 2023,  
by Justin Carley \_\_\_\_\_, as SVP & General of Counsel \_\_\_\_\_, LV Stadium  
Events Company, LLC.

Nicole Dimuro  
\_\_\_\_\_  
NOTARY PUBLIC

16787278\_v3



# EXHIBIT A



APN(s): 162-29-302-001, 162-29-302-003,  
162-29-302-004 and 162-29-401-017

WHEN RECORDED RETURN TO  
AND MAIL TAX STATEMENTS TO:

Clark County Stadium Authority  
c/o Applied Analysis  
6385 S. Rainbow Blvd., Suite 105  
Las Vegas, Nevada 89118  
Attn.: Jeremy Aguero

42040533

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE WITNESSETH that LV STADIUM EVENTS COMPANY, LLC, a Nevada limited liability company and successor by conversion to LV Stadium Company, LLC, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey to CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada, with an address of c/o Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas, Nevada 89118, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

Together with all and singular the improvements, fixtures, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; and

Subject to those items of record described in Exhibit B attached hereto and incorporated herein by this reference.

[Signature and notarial acknowledgement appear on the following page.]

Inst #: 20180330-0003453

Fees: \$40.00

RPTT: \$0.00 Ex #: 002

03/30/2018 03:58:21 PM

Receipt #: 3361797

Requestor:

FNTG NCS (LAS VEGAS)

Recorded By: OSA Pgs: 10

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Witness my hand this 30<sup>th</sup> day of March, 2018.

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

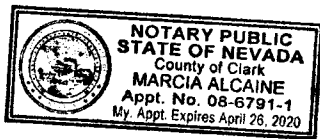
By: [Signature]  
Name: Marc Badain  
Title: President

Marc Badain

STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on March 28, 2018, by Marc Badain as President of LV STADIUM EVENTS COMPANY, LLC.



(Seal, if any)

Marcia Alcaine  
(Signature of Notarial Officer)

Marcia Alcaine  
08-6791-1  
April 26, 2020

Exhibit A to Deed

Legal Description

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

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

ASSESSOR'S COPY

Exhibit B to Deed

Recorded Matters

1. Reservations for water rights, mineral rights and rights of way in the patent from the United States of America, recorded December 5, 1958, in Book 180 as Document No. 146618, of Official Records.

The above rights of way, not dedicated, have been vacated by an instrument dated June 1, 1998, recorded June 3, 1998, in Book 980603 as Document No. 01570, of Official Records.

The above document was re-recorded on March 10, 2004 in Book 20040310 as Document No. 01416, of Official Records.

The interest of the United States of America in and to the mineral rights and right-of-ways were transferred to the County of Clark by instrument recorded January 28, 2000 in Book 20000128 as Document No. 00939, of Official Records.

2. An easement affecting that portion of said land for perpetual avigation and incidental purposes thereto as granted in the Grant of Easement, in favor of County of Clark, recorded August 14, 1984, in Book 1974 as Document No. 1933173 of Official Records.

3. An easement affecting that portion of said land for highway slopes and incidental purposes thereto as granted in the Easement Deed of Dedication in favor of County of Clark, recorded May 19, 1992, in Book 920519 as Document No. 00170 of Official Records.

4. Terms, covenants, conditions and provisions in an instrument entitled, "Settlement Agreement", recorded April 6, 1994, in Book 940406 as Document No. 01548, of Official Records.

5. An easement affecting that portion of said land for retaining wall facilities and incidental purposes thereto as granted in the Easement, in favor of County of Clark, recorded May 31, 1996, in Book 960531 as Document No. 01387 of Official Records.

6. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Perpetual Grant of Easement, in favor of County of Clark, recorded April 29, 1997, in Book 970429 as Document No. 01107 of Official Records.

7. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Perpetual Grant of Easement, in favor of County of Clark, recorded April 29, 1997, in Book 970429 as Document No. 01108 of Official Records.

8. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the "Permanent Drainage Easement" in favor of County of Clark, recorded August 31, 1998, in Book 980831 as Document No. 01397, of Official Records.

9. An easement affecting that portion of said land for electrical lines and incidental purposes thereto as granted in the Grant of Easement, in favor of Nevada Power Company, recorded November 19, 2002, in Book 20021119 as Document No. 00958 of Official Records.

10. An easement affecting that portion of said land for electrical lines and incidental purposes thereto as granted in the Grant of Easement in favor of Nevada Power Company, recorded November 19, 2002, in Book 20021119 as Document No. 00961 of Official Records.

11. An easement affecting that portion of said land for flood control facilities and incidental purposes thereto as granted in the Grant of Public Drainage Easement to be Publicly Maintained, in favor of County of Clark, recorded December 7, 2017 in Book No. 20171207 as Instrument No. 03284 of Official Records.

12. An easement affecting that portion of said land for electrical facilities and incidental purposes thereto as granted in the Right of Entry, in favor of NV Energy, recorded December 8, 2017 in Book No. 20171208 as Instrument No. 00619 of Official Records, and re-recorded February 13, 2018 in Book No. 20180213 as Instrument No. 001288 of Official Records.

13. The terms and provisions contained in the document entitled Off-Site Improvements Agreement by and between the County of Clark and Mortenson McCarthy, Las Vegas Stadium, a Joint Venture, recorded January 3, 2018 in Book No. 20180103 as Instrument No. 00296 of Official Records.

14. The terms and provisions contained in the document entitled Off-Site Improvements Agreement by and between the County of Clark and Mortenson McCarthy, Las Vegas Stadium, a Joint Venture, recorded January 3, 2018 in Book No. 20180103 as Instrument No. 00298 of Official Records.

15. The terms and provisions contained in the document entitled Development Agreement Between The County of Clark and LV Stadium Events Company, LLC, a Nevada limited liability company for The LV Stadium Project recorded January 8, 2018 in Book No. 20180108 as Instrument No. 01585 of Official Records.

16. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement, in favor of Las Vegas Valley Water District, recorded February 13, 2018 in Book 20180213 as Instrument No. 02362 of Official Records.

17. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement, in favor of Las Vegas Valley Water District, recorded February 13, 2018 in Book 20180213 as Instrument No. 02364 of Official Records.

18. The terms and provisions contained in the following unrecorded billboard lease agreements: (a) Rental Agreement, dated September 21, 1994, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media 16638703.3

Group, as amended by Addendum No. 1, dated October 6, 1994, Addendum No. 3, dated June 13, 1995, and Addendum I-15 Tropicana W/L .88 Mi S. Tropicana, dated May 30, 2007; (b) Rental Agreement, dated May 12, 1992, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media Group, as amended by Addendum No. 1, dated May 12, 1992, and Addendum I-15 Tropicana W/L -.73 Mi S. Tropicana, dated February 1, 2007; and (c) Rental Agreement, dated May 12, 1992, by and between LV Stadium Events Company, LLC (as successor by assignment to Weststate Land), and Outdoor Media Group, as amended by Addendum I-15 Tropicana W/L .73 Mi S. Tropicana, dated February 1, 2007.

19. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Decommissioning Plan", by and between the County of Clark, Nevada and LV Stadium Events Company, LLC, a Nevada limited liability company recorded March 19, 2018 in Book No. 20180319 as Instrument No. 0003015 of Official Records.

20. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Clark County Comprehensive Planning Performance Agreement", by and between the County of Clark, Nevada and LV Stadium Events Company, LLC, a Nevada limited liability company recorded March 19, 2018 in Book No. 20180319 as Instrument No. 0003016 of Official Records.

21. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the Final Map, recorded in Book 155 of Plats, Page No. 81, of Official Records

22. Easements reserved for utility purposes in favor of Las Vegas Valley Water District and Nevada Power Company d/b/a NV Energy pursuant to that certain Order of Vacation recorded March 28, 2018 in Book 20180328 as Instrument No. 0002218 of Official Records.

23. The terms, covenants, conditions and provisions contained in the document entitled "Declaration of Reciprocal Easement Agreement", by LV Stadium Events Company, LLC, a Nevada limited liability company, recorded March 27, 2018 in Book 20180327 as Instrument No. 0002921 of Official Records.

24. An easement affecting that portion of said land for sewage lines and appurtenant structures thereto as granted in the Grant of Easement granted to Clark County Water Reclamation, recorded March 29, 2018 in Book 20180329 as Instrument No. 0001501 of Official Records.

25. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002622 of Official Records.

26. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002623 of Official Records.

27. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002624 of Official Records.
28. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002625 of Official Records.
29. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002626 of Official Records.
30. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002627 of Official Records.
31. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002628 of Official Records.
32. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002629 of Official Records.
33. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002630 of Official Records.
34. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002631 of Official Records.
35. An easement affecting that portion of said land for water facilities and incidental purposes thereto as granted in the Exclusive Easement granted to Las Vegas Valley Water District, recorded March 29, 2018 in Book 20180329 as Instrument No. 0002632 of Official Records.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 162-29-302-001  
 b. 162-29-302-003  
 c. 162-29-302-004  
 d. 162-29-401-017

2. Type of Property:  
 a.  Vacant Land      b.  Single Fam. Res.  
 c.  Condo/Twnhse      d.  2-4 Plex  
 e.  Apt. Bldg      f.  Comm'l/Ind'l  
 g.  Agricultural      h.  Mobile Home  
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property      \$ N/A  
 b. Deed in Lieu of Foreclosure Only (value of property)      (\$ \_\_\_\_\_ )  
 c. Transfer Tax Value:      \$ N/A  
 d. Real Property Transfer Tax Due      \$ N/A

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 2 \_\_\_\_\_  
 b. Explain Reason for Exemption: Transfer between an entity and a political subdivision of Clark County, Nevada.

5. Partial Interest: Percentage being Transferred: N/A%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature See attached signature page

Capacity: \_\_\_\_\_

Signature See attached signature page

Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

Print Name: LV Stadium Events Company, LLC  
 Address: 6623 Las Vegas Blvd. South, Suite 380  
 City: Las Vegas  
 State: NV      Zip: 89119

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: Clark County Stadium Authority  
 Address: 6385 S. Rainbow Blvd., Suite 105  
 City: Las Vegas  
 State: NV      Zip: 89118

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Fidelity National Title Group  
 Address: 8203 W. Sunset Rd #100  
 City: Las Vegas

Escrow # 420 40533  
 State: NV      Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



SIGNATURE PAGE TO DECLARATION OF VALUE

GRANTOR:

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

By: MB  
Name: Marc Badain  
Title: President

Signed in  
Counterparts

GRANTEE:

CLARK COUNTY STADIUM AUTHORITY,  
a corporate and politic body and political  
subdivision of Clark County, Nevada

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

16498850.3

ASSESSOR'S COPY

SIGNATURE PAGE TO DECLARATION OF VALUE

GRANTOR:

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

By: \_\_\_\_\_

Marc Badain  
President

Signed in  
Counterparts

GRANTEE:

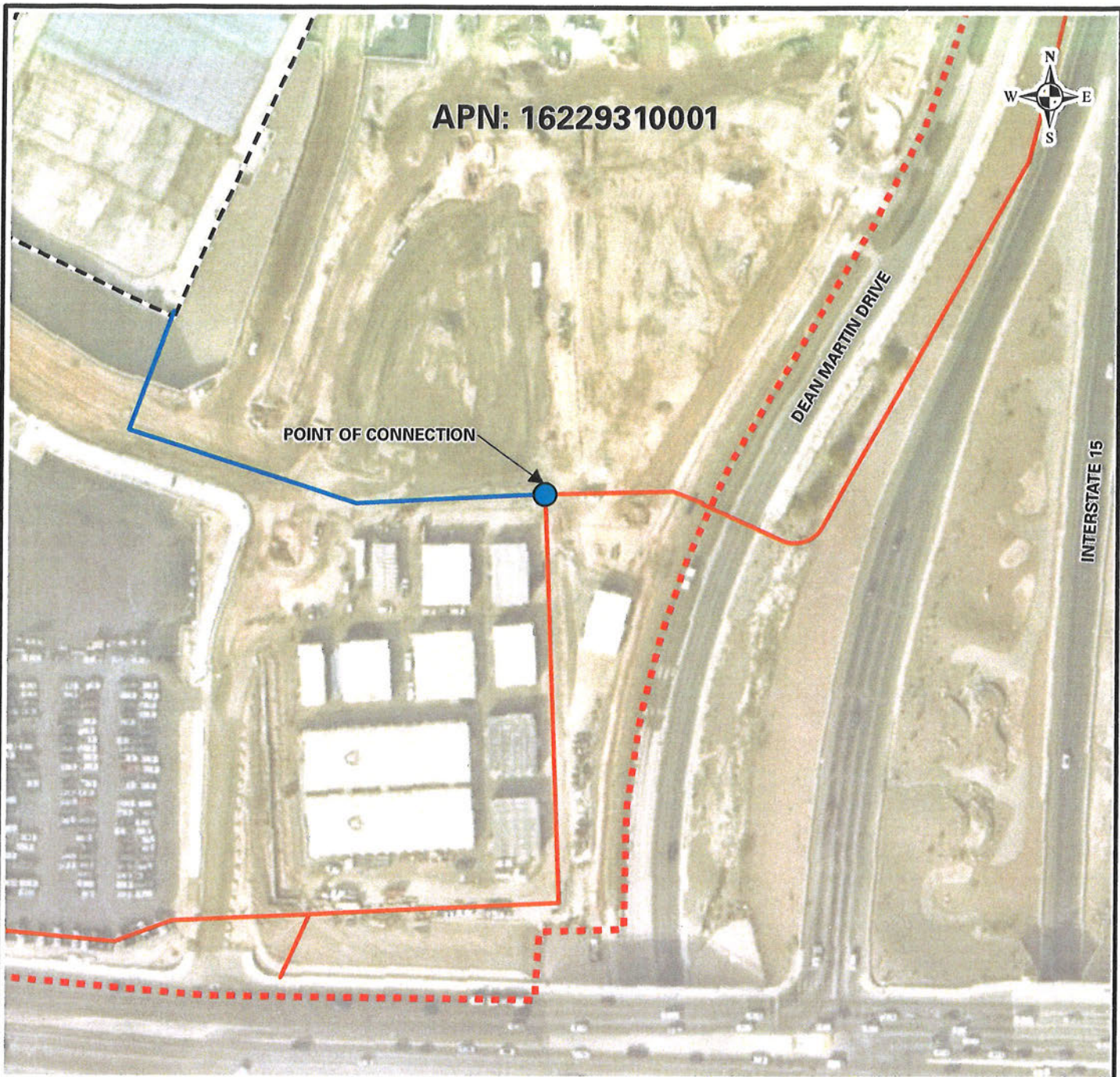
CLARK COUNTY STADIUM AUTHORITY,  
a corporate and politic body and political  
subdivision of Clark County, Nevada

By: \_\_\_\_\_

*Steve Hill*  
Steve Hill  
Chairman

ASSESSOR'S COPY

# EXHIBIT B

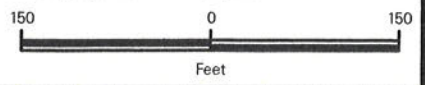


**Legend**

- Private Storm Drain
- Public Storm Drain
- Area to be dewatered
- Approximate Site Limits
- Manhole

**Notes:**

1. Aerial imagery provided by Langan's subscription to Nearmap.com. Aerial flown 2/5/2020.
2. Approximate site limits referenced from grading plan titled, "Las Vegas Stadium - Onsite Improvement Plans, Overall Grading Plan," dated 20 September 2017, prepared by Kimley Horn.
3. Approximate storm drain features referenced from "Las Vegas Stadium - Onsite Improvement Plans," dated 25 October 2018, prepared by Kimley Horn.
4. Parcel boundaries provided by the Clark County Nevada Accessor's Parcel Dataset, accessed on 5/16/2019.



<p><b>LANGAN</b></p> <p>18575 Jamboree Road, Suite 150 Irvine, CA 92612 T: 949.255.8640 F: 949.255.8641 www.langan.com</p> <p>Langan Engineering &amp; Environmental Services, Inc.</p>	<p>Project</p> <p><b>LAS VEGAS STADIUM</b></p>	<p>Figure Title</p> <p><b>STORM DRAIN LAYOUT PLAN</b></p>	<p>Project No. 700055902</p>	<p>Figure</p> <p><b>2</b></p>
	<p>CLARK COUNTY NEVADA</p>	<p>Date 7/6/2020</p> <p>Scale 1" = 150'</p> <p>Drawn By OG</p>		

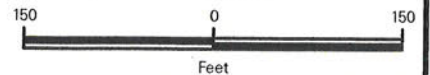


**Legend**

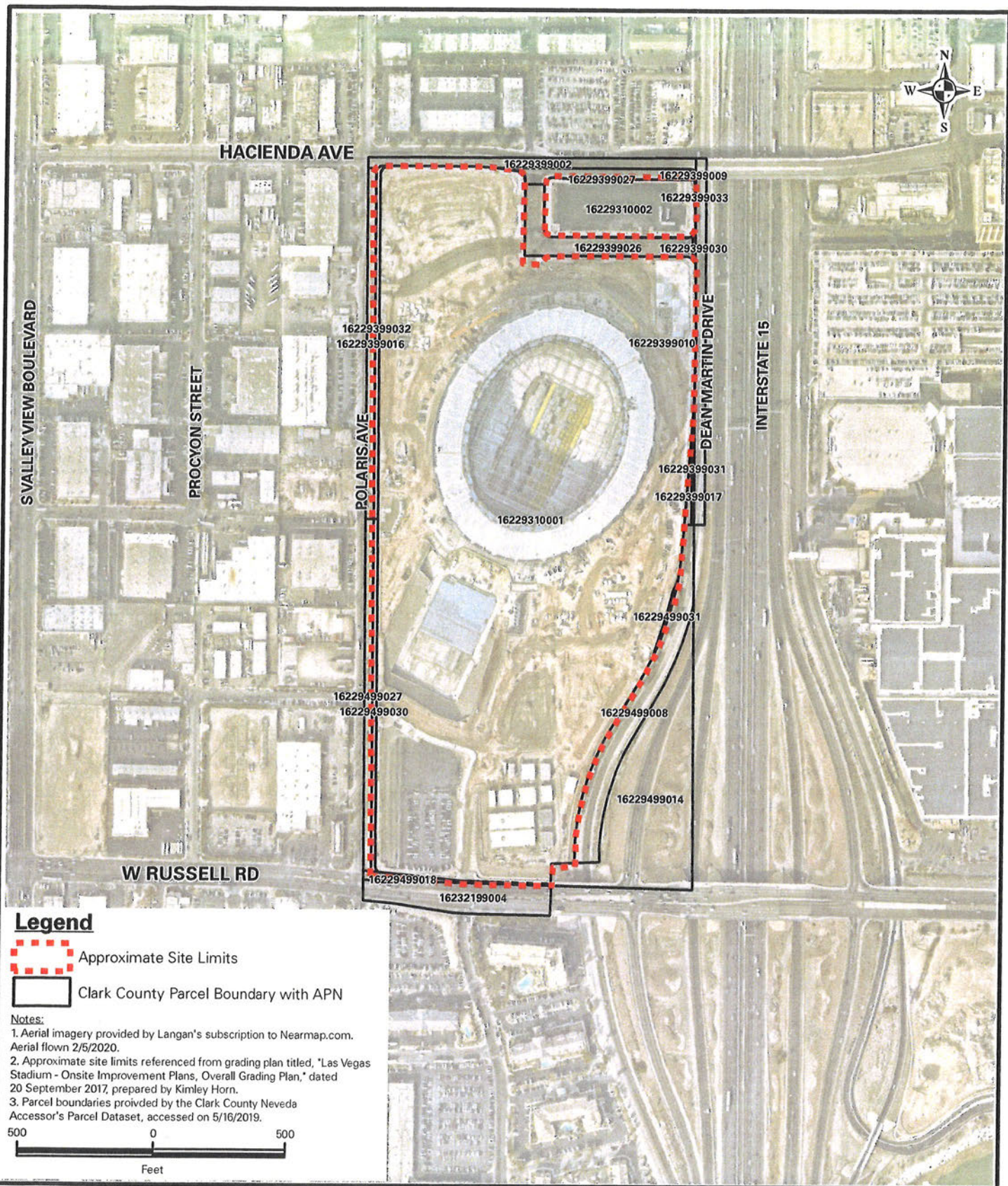
- Private Storm Drain
- Public Storm Drain
- Area to be dewatered
- Approximate Site Limits

**Notes:**

1. Aerial imagery provided by Langan's subscription to Nearmap.com. Aerial flown 2/5/2020.
2. Approximate site limits referenced from grading plan titled, "Las Vegas Stadium - Onsite Improvement Plans, Overall Grading Plan," dated 20 September 2017, prepared by Kimley Horn.
3. Approximate storm drain features referenced from "Las Vegas Stadium - Onsite Improvement Plans," dated 25 October 2018, prepared by Kimley Horn.
4. Parcel boundaries provided by the Clark County Nevada Assessor's Parcel Dataset, accessed on 5/16/2019.



<p><b>LANGAN</b> 18575 Jamboree Road, Suite 150 Irvine, CA 92612 T: 949.255.8640 F: 949.255.8641 www.langan.com</p> <p>Langan Engineering &amp; Environmental Services, Inc.</p>	<p>Project</p> <p><b>LAS VEGAS STADIUM</b></p>	<p>Figure Title</p> <p><b>STORM DRAIN LAYOUT PLAN</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Project No. 700055902</td> <td style="width: 50%;">Figure</td> </tr> <tr> <td>Date 6/4/2020</td> <td rowspan="3" style="text-align: center; vertical-align: middle; font-size: 2em;">2</td> </tr> <tr> <td>Scale 1" = 150'</td> </tr> <tr> <td>Drawn By OG</td> </tr> </table>	Project No. 700055902	Figure	Date 6/4/2020	2	Scale 1" = 150'	Drawn By OG
	Project No. 700055902	Figure							
Date 6/4/2020	2								
Scale 1" = 150'									
Drawn By OG									
<p>CLARK COUNTY NEVADA</p>									

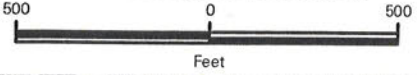


**Legend**

- Approximate Site Limits
- Clark County Parcel Boundary with APN

**Notes:**

1. Aerial imagery provided by Langan's subscription to Nearmap.com. Aerial flown 2/5/2020.
2. Approximate site limits referenced from grading plan titled, "Las Vegas Stadium - Onsite Improvement Plans, Overall Grading Plan," dated 20 September 2017, prepared by Kimley Horn.
3. Parcel boundaries provided by the Clark County Nevada Accessor's Parcel Dataset, accessed on 5/16/2019.



**LANGAN**

18575 Jamboree Road, Suite 150  
Irvine, CA 92612  
T: 949.255.8640 F: 949.255.8641 www.langan.com

Langan Engineering & Environmental Services, Inc.

**Project**  
  
**LAS VEGAS STADIUM**  
  
CLARK COUNTY NEVADA

**Figure Title**  
  
**SITE LAYOUT PLAN**

**Project No.**  
700055902  
**Date**  
5/16/2020  
**Scale**  
1" = 500'  
**Drawn By**  
OG

**Figure**  
  
1

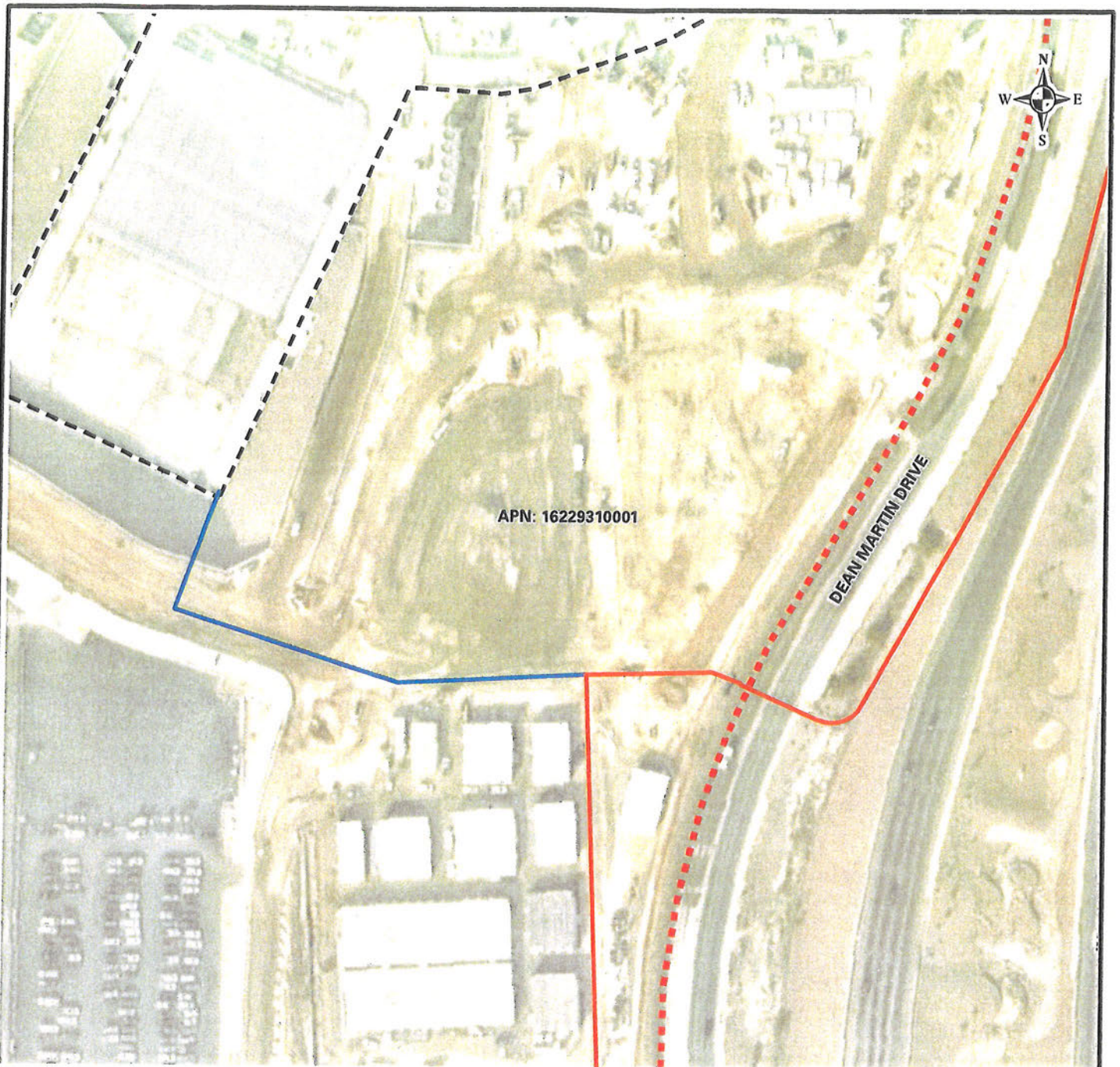
---

Exhibit A to Deed

Legal Description

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

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

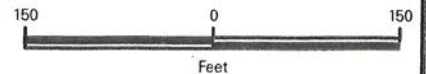


**Legend**

- Private Storm Drain
- Public Storm Drain
- Area to be dewatered
- Approximate Site Limits

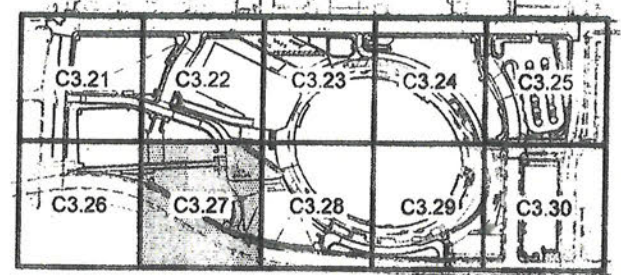
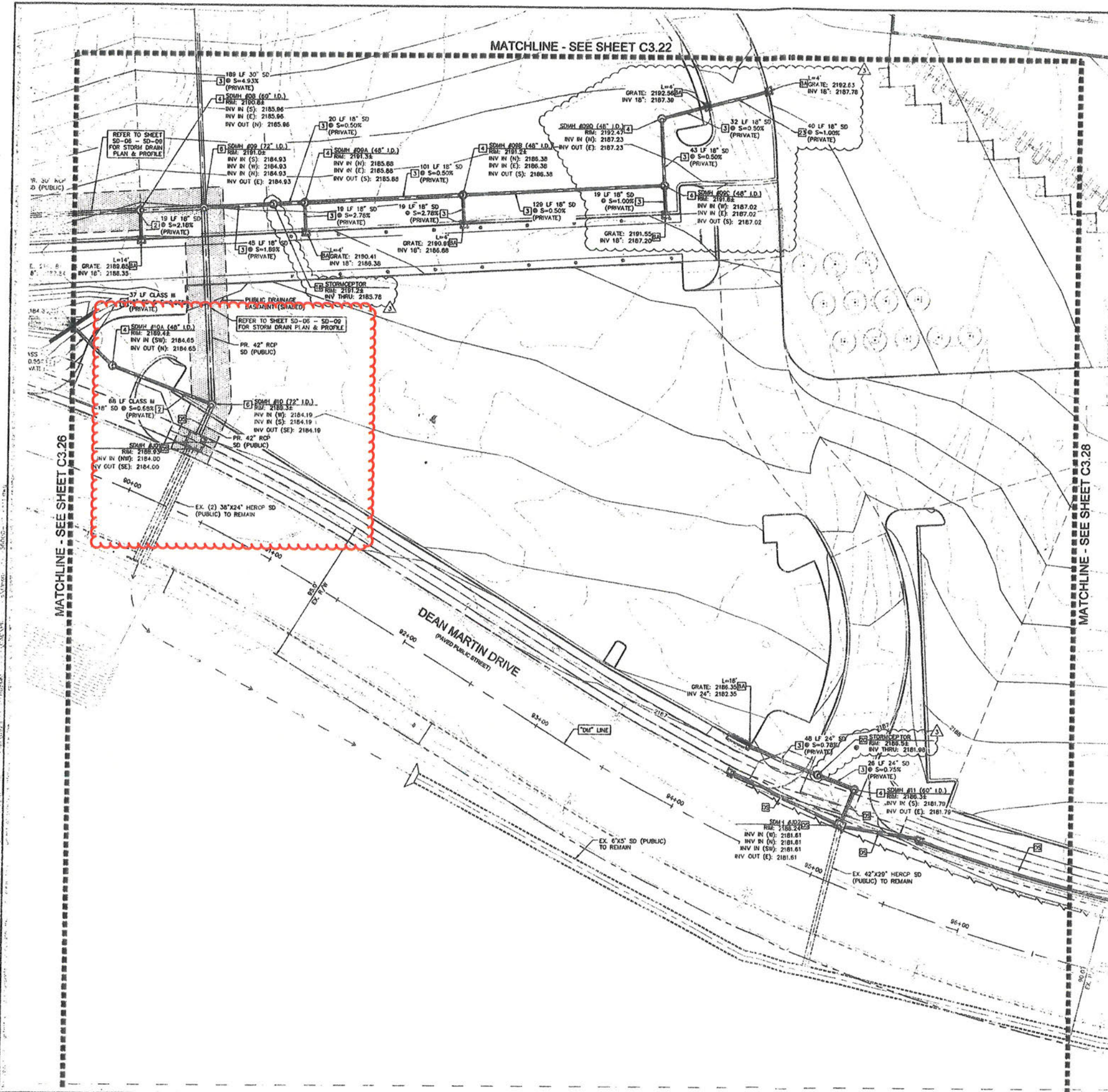
**Notes:**

1. Aerial imagery provided by Langan's subscription to Nearmap.com. Aerial flown 2/5/2020.
2. Approximate site limits referenced from grading plan titled, 'Las Vegas Stadium - Onsite Improvement Plans, Overall Grading Plan,' dated 20 September 2017, prepared by Kimley Horn.
3. Approximate storm drain features referenced from 'Las Vegas Stadium - Onsite Improvement Plans,' dated 25 October 2018, prepared by Kimley Horn.
4. Parcel boundaries provided by the Clark County Nevada Assessor's Parcel Dataset, accessed on 5/16/2019.



<p><b>LANGAN</b> 18575 Jamboree Road, Suite 150 Irvine, CA 92612 T: 949.255.8640 F: 949.255.8641 www.langan.com  Langan Engineering &amp; Environmental Services, Inc.</p>	<p><b>Project</b></p> <p><b>LAS VEGAS STADIUM</b></p> <p>CLARK COUNTY NEVADA</p>	<p><b>Figure Title</b></p> <p><b>STORM DRAIN LAYOUT PLAN</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Project No.</b> 700055902</td> <td style="width: 50%;"><b>Figure</b></td> </tr> <tr> <td><b>Date</b> 6/4/2020</td> <td rowspan="3" style="font-size: 2em; vertical-align: middle;">2</td> </tr> <tr> <td><b>Scale</b> 1" = 150'</td> </tr> <tr> <td><b>Drawn By</b> OG</td> </tr> </table>	<b>Project No.</b> 700055902	<b>Figure</b>	<b>Date</b> 6/4/2020	2	<b>Scale</b> 1" = 150'	<b>Drawn By</b> OG
	<b>Project No.</b> 700055902	<b>Figure</b>							
<b>Date</b> 6/4/2020	2								
<b>Scale</b> 1" = 150'									
<b>Drawn By</b> OG									
<p>© 2020 Langan</p>									





**KEY MAP**

NTS

**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY THE EX. GRADES PRIOR TO CONSTRUCTION. IF A CONFLICT EXISTS BETWEEN THE FIELD CONDITION AND THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
2. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS MAINTAINED.
3. ALL PAVEMENT SECTIONS SHOWN HEREIN ARE BASED ON THE RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER.
4. ADD 2100' TO ALL 2- AND 3-DIGIT ELEVATIONS UNLESS OTHERWISE NOTED.
5. REFER TO SHEET C0.02 FOR LEGEND AND ABBREVIATIONS.
6. DESIGN INVERTS SPECIFIED ON PLANS ARE AT THE CENTER OF THE STRUCTURE. REFER TO DETAIL 4 ON SHEET C3.03 FOR ADDITIONAL CLARIFICATION.

**GEOTECHNICAL REPORT**

ALL GRADING SHALL CONFORM TO THE GEOTECHNICAL REPORT:  
 ENGINEER: LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES  
 DATED: NOVEMBER 6, 2017  
 PROJECT No: 700055902

**FLOOD ZONE NOTE**

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) INDICATES THAT THE SITE IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM) NO. 33003C2500F, HOWEVER, THE PANEL IS NO LONGER BEING PRINTED AS SHOWN ON THE FIRM INDEX 32003CND00C, REVISED NOVEMBER 16, 2011. ZONE "X" IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

**STORM DRAIN NOTES**

1. INSTALL RCP STORM DRAIN PIPE WITH EXCAVATION, BACKFILL AND TYPE 2 BEDDING PER CCAUSD No. 803.2. CLASS. SIZE, LENGTH AND SLOPE AS NOTED ON PLAN.
2. INSTALL HDPE STORM DRAIN PIPE (WATER TIGHT) WITH EXCAVATION, BACKFILL AND TYPE 2 BEDDING PER CCAUSD No. 503.1. SIZE, LENGTH AND SLOPE AS NOTED ON PLAN.
3. INSTALL TYPE I STORM DRAIN MANHOLE PER CCAUSD No. 403. COLLAR PER CCAUSD No. 408. COVER PER CCAUSD No. 409 AND 410. INSIDE DIAMETER (I.D.) AS NOTED ON PLAN.
4. INSTALL TYPE III STORM DRAIN MANHOLE PER CCAUSD No. 406.1. COLLAR PER CCAUSD No. 408.1. COVER PER CCAUSD No. 409.1 AND 410.
5. INSTALL TYPE 'C' DROP INLET PER CCAUSD No. 413 WITH STORMWATER QUALITY STAMP PER CCAUSD No. 421. INLET SIZE AS NOTED ON PLAN.
6. INSTALL RINKER STC2400 STORMCEPTER (OR APPROVED EQUAL) PER DETAIL 6 ON SHEET C3.01.
7. INSTALL RINKER STC900 STORMCEPTER (OR APPROVED EQUAL) PER DETAIL 5 ON SHEET C3.01.
8. INSTALL CONCRETE HEADWALL PER MDT STANDARD DETAIL No. R-2.5.1 (DETAIL 10) ON SHEET C3.02.
9. INSTALL C-905 PVC STORM DRAIN PIPE (WATER TIGHT) WITH EXCAVATION, BACKFILL AND TYPE 2 BEDDING PER CCAUSD No. 503.1. SIZE, LENGTH AND SLOPE AS NOTED ON PLAN.
10. REFER TO OFFSITE PLANS ON SHEETS SD-01 - SD-04 (NTE #17-48520) FOR DESIGN.

**GRADING INFORMATION**

REFER TO SHEETS C3.01-C3.10 FOR ON-SITE GRADING INFORMATION INCLUDING ALL SPOT ELEVATIONS AND GRADING CONSTRUCTION NOTES.

**STORMWATER COMPLIANCE NOTES**

REFER TO SHEET C3.00 FOR STORMWATER COMPLIANCE NOTES.

**BENCHMARK**

CLARK COUNTY VERTICAL CONTROL POINT "0211 2855W 2000", BEING A RIVET AND ROUND ALUMINUM PLATE IN TOP OF CURB, NORTHEAST CORNER OF RUSSELL RD. AND POLARIS AVE. NEAR THE PC OF RUSSELL.

ELEVATION: 2211.784 (FEET)  
 674.147 (METERS)

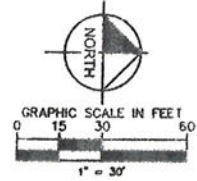
CLARK COUNTY VERTICAL CONTROL V.2003 BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

**BASIS OF BEARING**

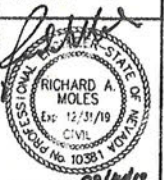
NORTH 02°11'11" WEST, BEING THE BEARING ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 81 EAST, M.D.M., AS SHOWN IN FILE 66, PAGE 11 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

**DRAINAGE CERTIFICATION**

I CERTIFY THAT THIS GRADING PLAN IS IN CONFORMANCE WITH THE APPROVED DRAINAGE STUDY HTE: 17-30886, 17-45894 & PW 18-15825.  
 RICHARD A. MOLES, P.E. #16081  
 05/19/18  
 DATE



**Kimley-Horn**  
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
 4671 LAS VEGAS BOULEVARD, SUITE 300, LAS VEGAS, NV 89119  
 WWW.KIMLEY-HORN.COM



**STORM DRAIN PLAN - SHEET 7**

LAS VEGAS STADIUM - ONSITE IMPROVEMENT PLANS PREPARED FOR HNTB

SHEET NUMBER C3.27

# EXHIBIT C

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

**LV STADIUM EVENTS COMPANY LLC**

1475 Raiders Way  
Henderson, NV 89052

**Bank of America**

701 B STREET, SUITE 1600  
SAN DIEGO, CA 92101

<b>Aug 16, 2023</b>	<b>003412</b>
DATE	CHECK NO.

11-35/1210

Pay Five Thousand Dollars and 00 Cents

\$5,000.00

to the Order of:

**CLARK COUNTY**  
500 S. GRAND CENTRAL PKWY  
LAS VEGAS, NV 89144

NOT VALID AFTER 6 MONTHS FROM DATE OF ISSUE.



SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

