

CLARK COUNTY BOARD OF COMMISSIONERS
ZONING / SUBDIVISIONS / LAND USE
AGENDA ITEM

Petitioner: Sami Real, Director, Department of Comprehensive Planning

Recommendation: ORD-25-900675: Conduct a public hearing on an ordinance to adopt the Development Agreement with Athletics StadCo LLC for a recreational facility (baseball stadium) on 35.11 acres, generally located at the southeast corner of Las Vegas Boulevard South and Tropicana Avenue within Paradise. JG/sr (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved a Special Use Permit, UC-25-0125, on April 2, 2025 for a baseball stadium. Conditions of approval of the application require the applicant/developer to enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) Final action has been taken approving the land use application for the proposed development project;
- (2) The issues identified in the regional infrastructure and services evaluative reports, or as otherwise identified, relating to this project have been adequately addressed;
- (3) The Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (4) The Agreement is consistent with the objectives, policies, general land uses and programs specified in the Master Plan;
- (5) The Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of Title 30;
- (6) The Agreement is in conformity with the public convenience, general welfare and good land use practices;
- (7) The agreement will not adversely affect the orderly development of property;
- (8) The Agreement is not detrimental to public health, safety and general welfare; and
- (9) The Agreement is consistent with the provisions of NRS Chapter 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to fire suppression services, police services, and public sanitary facilities. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board conduct a public hearing.

BILL NO. 9-17-25-4

SUMMARY - An ordinance to adopt the Development Agreement with Athletics StadCo LLC for a recreational facility (baseball stadium) on 35.11 acres, generally located at the southeast corner of Las Vegas Boulevard South and Tropicana Avenue within Paradise.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH ATHLETICS STADCO LLC FOR A RECREATIONAL FACILITY (BASEBALL STADIUM) ON 35.11 ACRES, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF LAS VEGAS BOULEVARD SOUTH AND TROPICANA AVENUE WITHIN PARADISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.06 of the Clark County Code, the Development Agreement with Athletics StadCo LLC for a recreational facility (baseball stadium) on 35.11 acres, generally located at the southeast corner of Las Vegas Boulevard South and Tropicana Avenue within Paradise, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks and shall be effective on and from the fifteenth day after passage.

PROPOSED on the _____ day of _____, 2025

INTRODUCED by: _____

PASSED on the _____ day of _____, 2025

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2025.

APNs: 162-28-112-002 and -003
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK, NEVADA

AND

ATHLETICS STADCO LLC

FOR THE

A's BALLPARK

ORD-25-900675

A'S BALLPARK
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, by and between the County of Clark, State of Nevada (hereinafter referred to as the "County") and Athletics StadCo LLC, a Nevada limited liability company (hereinafter referred to as the "Developer"). 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 at the time of permit issuance or map recordation 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 "C", subject to the following:
 - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner and Developer's prior written approval; and
 - (2) The Chapters of Title 30 of the Code set forth in Exhibit "C" 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 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) **"Ballpark"** means a baseball stadium facility designed and constructed to support an MLB (as hereinafter defined) team, to be constructed on the Ballpark Parcel as contemplated by SB1.
- (f) **"Ballpark Parcel"** means that certain real property currently designated as APN 162-28-112-002, which is generally located at the southeast corner of South Las Vegas Boulevard and East Tropicana Avenue, as more particularly described in Exhibit "A."
- (g) **"BOC"** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs that are party to the Major League Constitution, and any successor organization thereto.
- (h) **"CCFD"** means the Clark County Fire Department.
- (i) **"CCRFCD"** means the Clark County Regional Flood Control District.
- (j) **"CCWRD"** means the Clark County Water Reclamation District.
- (k) **"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).
- (l) **"County"** means the County of Clark, State of Nevada together with its successors and assigns.
- (m) **"County Commission"** means the Board of County Commissioners of the County of Clark, State of Nevada.
- (n) **"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.
- (o) **"Developer"** means Athletics StadCo LLC, a Nevada limited liability company, and its successors and assigns, as the future operator of the Ballpark.
- (p) **"Development Agreement Ordinance"** means Title 30, Section 30.06.08C of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (q) **"Effective Date"** means the date on which the Ordinance approving this Agreement becomes effective.

- (r) **"Force Majeure"** means the occurrence of any of the following, for the period of time, if any, that the performance of a Party's obligations under this Agreement is actually delayed or prevented thereby: acts of God, acts of the public enemy, moratoria or emergency orders issued by a Governmental Authority, the confiscation or seizure by any Governmental Authority, insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, pandemics and health emergencies (including Governmental Authority and MLB directives), landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, litigation that impacts the exercise of a Party's rights under this Agreement or impairs a Party's ability to fulfill its obligations under this Agreement, referenda arising from or relating to the construction and/or operation of the Project, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or be relieved of performance on account of such occurrence and that, in any event, is not a result of the intentional act, gross negligence or willful misconduct of the Party claiming the right to delay or be relieved of performance on account of such occurrence. Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.
- (s) **"Governmental Authority"** and **"Governmental Authorities"** means all federal, state, local and/or regional governmental and quasi-governmental bodies and authorities including departments, agencies, boards and councils, and any political subdivision, public corporation, district or other political or public entity or department thereof having or exercising jurisdiction over the Project or the Subject Property, or such portions thereof as the context indicates.
- (t) **"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.
- (u) **"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, including without limitation those approvals and conditions of UC-25-0125; the Agenda Sheet and Notice of Final Action are attached hereto as Exhibit "D" and incorporated herein by this reference.
- (v) **"LVMPD"** means the Las Vegas Metropolitan Police Department.
- (w) **"Master Transportation Study"** means a traffic 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.

- (x) **"MLB"** means Major League Baseball.
- (y) **"MLB Approval"** shall mean, with respect to the MLB Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- (z) **"MLB Entity"** shall mean each of the BOC, The MLB Network, LLC, MLB Advanced Media, L.P. and/or any of their respective present or future Affiliates, assigns or successors.
- (aa) **"MLB Governing Documents"** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) any Basic Agreement between the MLB Clubs and the Major League Baseball Players Association, (c) the Major League Rules (and all attachments thereto), (d) the Amended and Restated Interactive Media Rights Agreement, effective as of January 1, 2020, by and among the Commissioner, the MLB Clubs, the BOC, MLB Advanced Media, L.P. and various other MLB Entities and (e) each agency agreement and operating guidelines among the MLB Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.
- (bb) **"MLB Ownership Guidelines"** shall mean the "Memorandum re: Ownership Transfers -- Amended and Restated Guidelines & Procedures" issued by the Commissioner on February 6, 2018, as the same may be amended, supplemented or otherwise modified from time to time.
- (cc) **"MLB Rules and Regulations"** shall mean (a) MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the MLB clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time, including without limitation, the MLB Ownership Guidelines and the MLB Securitization Guidelines.
- (dd) **"MLB Securitization Guidelines"** shall mean, collectively, the "Memorandum re: Securitization of Major League Club Assets" issued by the BOC on November 9, 2005 and the "Memorandum re: Securitization of Major League Club Assets -- Amended and Restated Guidelines & Procedures" issued by the BOC on November 11, 2016, as the same may be amended, supplemented or otherwise modified from time to time.

- (ee) **“NDOT”** means Nevada Department of Transportation.
- (ff) **“NRS”** means the Nevada Revised Statutes, as amended.
- (gg) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (hh) **“Owner”** and **“Owners”** means Tropicana Land LLC, a Nevada limited liability company, and its respective successors and assigns, as the Owner of the land constituting the Subject Property, including the Ballpark Parcel.
- (ii) **“Person”** means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.
- (jj) **“Project”** means the A’s Ballpark Project consisting of the Ballpark to be constructed on the Ballpark Parcel, with certain associated structures and infrastructure to be shared with future development contemplated on the Resort Parcel, and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Developer shall have the right to change the name of the Project in its sole discretion.
- (kk) **“Resort Parcel”** means that certain real property currently designated as APN 162-28-112-003, which the Owner owns, generally located at the southeast corner of South Las Vegas Boulevard and East Tropicana Avenue, as more particularly described in Exhibit “B”.
- (ll) **“Resort Parcel Developer”** means Tropicana Las Vegas, Inc., a Nevada corporation and wholly owned subsidiary of Bally’s Corporation, and its successors and assigns, and who is a party to a ground lease for the Resort Parcel with the Owner.
- (mm) **“SB1”** means the 2023 Southern Nevada Tourism Innovation Act also known as Senate Bill No. 1 of the 35th Special Session (2023) of the Nevada State Legislature.
- (nn) **“Stadium Authority”** means the Las Vegas Stadium Authority, a political subdivision of the State of Nevada, and a separate governmental entity authorized pursuant to the 2016 Act.
- (oo) **“Subject Property”** means the Ballpark Parcel and the Resort Parcel.
- (pp) **“Temporary Occupancy Permit”** means a temporary or partial certificate of occupancy issued by the Clark 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.
- (qq) **“Term”** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.

- (rr) **"Traffic Impact Analysis"** means a transportation study prepared by Developer for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

SECTION 2
RECITAL OF PREMISES, PURPOSE AND INTENT

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

- (a) **Statutory Authorization.** The County is authorized, pursuant to NRS §§ 278.0201 through 278.0207, 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 such property.
- (b) **Developer Rights and Obligations.** The Developer is party to certain agreements between and among Developer, Owner, and Resort Party Developer, that give the Developer certain rights to construct the Ballpark and related infrastructure on the Subject Property, and rights to obtain easements and other dedications necessary to operate the Ballpark on the Ballpark Parcel. For the avoidance of doubt, the Developer shall be responsible for any obligations or liabilities as set forth herein.
- (c) **Owner Acknowledgement.** The Owner has fee title ownership of the Subject Property. For the avoidance of doubt, Owner executes this Agreement solely to acknowledge the obligations of the Developer and to acknowledge the recording of the Agreement against the Subject Property. Owner shall have no obligations or liabilities under this Agreement.
- (d) **Resort Parcel Developer Acknowledgement.** The Resort Parcel Developer is a party to a ground lease with Owner that gives the Resort Parcel Developer certain rights to the Subject Property. For the avoidance of doubt, Resort Parcel Developer executes this Agreement solely to acknowledge the obligations of the Developer and to acknowledge the recording of the Agreement against the Subject Property. Resort Parcel Developer shall have no obligations or liabilities under this Agreement.
- (e) **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, that 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.

- (f) **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 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 County Master Plan. In exchange for these and other benefits to the County, the Developer will receive the assurance that it may develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (g) **Developer Intent.** In accordance with the legislative intent 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 they may develop the Project in accordance with 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. 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. The Developer further acknowledges that this Agreement was made a part of the County record at the time of its approval by the County Commission and that the 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.
- (h) **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. 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.
- (i) **Provision of Water and Sewer Service.** The Developer clearly understands 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.

- (j) **SB1.** In accordance with Section 33(3) of SB1 from the 35th (2023) Special Session of the Nevada Legislature, the County hereby covenants and agrees to provide Developer with a credit in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00) ("**SB1 Credit**") for any costs, expenses or charges imposed upon, assessed to or otherwise required hereunder to be incurred by the Developer as part of this Agreement. The SB1 Credit is eligible to be used for items set forth in this Agreement, infrastructure that assists with the flow of pedestrians and vehicles as well as any other items required by the County and agreed to by the Developer. Unless otherwise agreed by the Parties, the Developer shall not seek the application of the SB1 Credit toward any taxes or permit fees. In order to utilize the SB1 Credit, the Parties shall mutually agree on a process for identifying costs, expenses or charges eligible for the SB1 Credit. The Developer agrees to submit to the County documentation reasonably necessary to support its request for the SB1 Credit. The County may determine in its discretion, not to be unreasonably withheld or denied, which costs are eligible for the SB1 Credit.

- 2.02 **Incorporation of Recitals.** The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement 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 and any provisions for the dedication of any portion of the land for public use. 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 conditions of the Land Use Approvals and terms of this Agreement, 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 property outside the Subject Property, then the County at its option, may require additional land use approvals and/or 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 additional property.

- 3.03 **Air Quality Conformity.** The 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.** The Developer will comply with all dust mitigation requirements and the Developer will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 **Water Conservation.** The Developer agrees to provide for water conservation in the Project. The 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, the 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 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 permits for the additional development that triggers the need for the amendment, and shall be acknowledged by the Owner (or Owners) of the Subject Property at the time of such 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: Traffic Impact Analysis, 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, Traffic Impact Analysis, 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, or 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 secure the dedication or easement from the Owner of the applicable parcel, and pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Developer shall only be required to secure the dedication of property as required by this Agreement, Land Use Approvals, Applicable Rules, Traffic Impact Analysis, 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.

SECTION 4 PUBLIC FACILITIES

4.01 Fire/Emergency Equipment and Services.

- (a) **Fire Post.** The Developer agrees to design and construct at Developer's cost and expense, an on-site fire/emergency medical substation post ("**CCFD Fire Post**") with a design that is generally acceptable to the County. The CCFD Fire Post will be located on the exterior ground level of the parking garage serving the Ballpark and will be approximately 1,000 square feet. In the event that the CCFD Fire Post cannot be located on the exterior ground level of the parking garage, the Parties will mutually agree upon an alternate location for the CCFD Fire Post. The CCFD Fire Post design must be large enough to include the items set forth in Exhibit "E."

The CCFD Fire Post will also include a parking area and shade apparatus large enough to cover one (1) fire engine or (1) rescue unit capable of Advance Life Support/paramedic services (the "**Shaded Parking Area**"). The Shaded Parking Area will be in an enclosed area with a manual gate to secure the fire engine or rescue unit when not in use. The County agrees to provide the Developer with the dimensions necessary to provide the Shaded Parking Area. The Developer further agrees, at its own cost and expense, to provide and maintain the roadway and appurtenant improvements that allow vehicular and pedestrian access to the CCFD Fire Post and Shaded Parking Area for fire personnel within the Subject Property.

- (b) **CCFD Fire Post Utilities.** The Developer will be responsible for all costs associated with installing utilities for the CCFD Fire Post, including but not limited to gas, electric, phone, cable, data port access, sewer, water, and waste disposal (the "**CCFD Fire Post Utilities**"). A locution system will also be included as part of the CCFD Fire Post Utilities. CCFD will purchase the locution system and related speakers, and will provide them to the Developer. The Developer agrees to install the necessary wiring for the system and speakers within the CCFD Fire Post "behind the wall", in accordance with CCFD's specifications and in a manner that maintains the standards required for the low voltage warranty.

The Developer will be responsible for extending the circuit for the locution system to the CCFD Fire Post. The CCFD Fire Post network will be a closed, dedicated network for CCFD use only. CCFD will provide the Developer with detailed installation specifications, including technical requirements and configurations, to ensure successful installation. The County acknowledges that Developer is relying on CCFD to provide the installation specifications. The Developer agrees to install the system in accordance with the installation specifications provided by CCFD. CCFD agrees to deliver the necessary specifications in a timely manner to avoid any delays in permits or occupancy of the Subject Property.

- (c) **CCFD System and Network Installation Responsibilities.** CCFD agrees to be responsible for and pay all costs associated with the following:
- (1) Installing, configuring and maintaining the related software and application systems required by CCFD;
 - (2) Contracting with a carrier to install the dedicated network circuit for the CCFD Fire Post; and
 - (3) Installing and maintaining its own IT security.
- (d) **CCFD Fire Post Ongoing Maintenance and Staffing.** The Developer agrees to be responsible for general maintenance, repairs and costs associated with the CCFD Fire Post Utilities, including any maintenance or repair to the speakers and wiring behind the wall; provided however, the Developer will not be responsible for any maintenance or repairs of the locution system and any software associated with such a system. If, for instance, the system needs to be repaired both behind the wall and in the front panel, the Parties shall work together to maintain and/or repair the system behind the wall (Developer) and in the front panel (CCFD). The Developer shall not be responsible for payment of any salaries or other personnel expenses associated with staff of the CCFD Fire Post.
- (e) **Fire Access Lane.** The Developer will provide a fire access lane along the east boundary of the Project, with controlled access points from Tropicana and Reno Avenues. The lane may also be used by buses and shuttles, but in the event of an emergency, the Developer will suspend use of the fire access lane for those purposes. At no time shall the fire access lane be completely blocked or used for parking of buses or shuttles.
- (f) **CCFD Fire Post Furnishing Payment.** The Developer agrees to make a one-time payment to the County of Twenty-Six Thousand Dollars (\$26,000.00) to assist the County in furnishing the CCFD Fire Post (the "**Furnishing Payment**"). The County shall use the Furnishing Payment to purchase items necessary for the CCFD Fire Post. All funds are to be used for the benefit of the CCFD Fire Post. The Parties agree that the Furnishing Payment shall cover all costs associated with the furnishing of the CCFD Fire Post and that the Developer is under no further obligation to pay

or contribute any additional funds to cover the costs associated with furnishing the CCFD Fire Post.

- (g) **Additional Developer Contributions.** The Parties agree that there are additional and unique needs associated with the operation of the Ballpark. As such, the Developer has also agreed to make the following one-time contributions to the County (collectively, the “**Additional CCFD Contributions**”):

- (1) One Hundred Seventy-Two Thousand Dollars (\$172,000.00) to purchase three (3) UTV John Deere Gators and equipment (fire skid/EMS skid);
- (2) Three Hundred Thousand Dollars (\$300,000.00) for the County to use towards the purchase of a Hazardous Material Engine; and
- (3) Six Hundred Fifty Thousand Dollars (\$650,000.00) for the purchase of a Fire Rescue vehicle and related equipment.

For the avoidance of doubt, the Developer has agreed to pay the County One Million One Hundred Forty-Eight Thousand Dollars (\$1,148,000.00), which total includes the Furnishing Payment as well as the Additional CCFD Contributions.

- (h) **Timing.**

- (1) Developer shall pay the Furnishing Payment and the Additional CCFD Contributions to the County no later than twelve (12) months after the Effective Date of this Agreement.
- (2) Developer shall deliver the CCFD Fire Post and Shaded Parking Area prior to the issuance of the temporary occupancy permit that would allow the general public to enter the Ballpark.

- (i) **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 locate, manage and operate the facilities/improvements, equipment, and personnel associated with the CCFD Fire Post and further understands and agrees that the County at its sole discretion may relocate, rearrange, or shift services, improvements, equipment, and personnel in the interest of public safety and efficient management of resources. However, the County understands and agrees that the Fire Rescue vehicle, and related equipment as well as UTVs funded by the Developer pursuant to this Agreement shall be primarily dedicated for use by the County in the surrounding area of the Subject Property. If the County makes any decisions to relocate, rearrange, or shift services, improvements, equipment and personnel, the Developer is not obligated to relocate the CCFD Fire Post on the Subject Property in response to any such decisions. The Developer further understands and agrees that the contributions and obligations of the Developer set forth herein are for the benefit of public safety and do not entitle the Developer to a priority emergency response.

- (j) **Withholding Temporary Occupancy Permit.** Unless otherwise agreed to by the Parties, the Developer agrees that the County has the right to withhold issuance of the temporary occupancy permit that allows the general public to enter the Ballpark if the Developer has not complied with the requirements set forth in this Section 4.01.

4.02 Las Vegas Metropolitan Police Department.

- (a) **Equipment.** The Developer agrees at its expense to provide and install one (1) or more radio signal redistribution systems reasonably acceptable to the Las Vegas Metropolitan Police Department ("LVMPD") and CCFD and optimized 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 date as the Developer believes is necessary to provide for the timely procurement and installation of such equipment. Radio systems engineers from 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 Subject Property to attain adequate radio coverage. The Parties further agree the Developer shall cooperate with LVMPD and Owners to determine the most effective location for such equipment within the Subject Property 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 on the Ballpark Parcel if the Developer fails to comply with any part of this Section 4.02.
- (2) **Annual Tests.** 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 and after providing reasonable notice to the Developer and Owner where access to the Subject Property is required.
- (3) **Field Testing.** After providing prior reasonable notice to the Developer (after completion of the Project) and Owner, LVMPD and CCFD personnel or its representatives shall have the right to enter 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 Subject Property to serve the Ballpark. The Developer shall secure and allow access to the Radio Signal Redistribution System equipment located within the Subject Property to permit such tests and/or to adjust or service the equipment to provide adequate radio coverage within the Subject Property.

- (c) **Game Day Operations Center.** In consultation with MLB, LVMPD and CCFD, the Developer shall provide, at its expense, an emergency operations center (“GDOC”) reasonably acceptable to MLB, LVMPD and CCFD that is located on the Ballpark Parcel in the upper levels of the Project. The GDOC will be approximately one thousand (1,000) square feet. The GDOC shall be provided in a location that provides a clear view of the field or play area and of the public seating areas and stands, and is not in immediate proximity to areas utilized by the press.
- (d) **Breakout Room.** In proximity to the GDOC, the Developer shall provide, at its expense, a breakout room that can accommodate three (3) or four (4) people and will be equipped with a small conference table and chairs.
- (e) **Pre Game/Event Briefing Room.** The Developer shall provide at its expense a pre-game/event briefing room which will have space for approximately thirty (30) people (the “Pre Game/Event Briefing Room”). The Pre Game/Event Briefing Room will be available for LVMPD to use at least one hour before events taking place at the Ballpark open to the public for games and events. The Pre Game/Event Briefing Room will have a conference table and chairs for approximately thirty (30) people. The Developer shall also provide audiovisual capability. When not in use by LVMPD, the Pre Game/Event Briefing Room may be used by the Developer for other meetings including but not limited to press interviews and a break room.
- (f) **Breakroom.** The Developer shall provide at its expense, a breakroom for up to sixteen (16) officers to use during games or events taking place at the Ballpark. The breakroom will be approximately six hundred (600) square feet and will be near the Law Enforcement Transport & Holding Area, as defined hereafter. The breakroom will include video monitors with live feed to allow the monitoring of events taking place at the Ballpark, as well as tables and chairs. The breakroom is not for the exclusive use of LVMPD and may also be utilized by Developer or its designees.
- (g) **Law Enforcement Transport & Holding Area.** In consultation with LVMPD, the Developer shall secure and provide, at its expense, a law enforcement access and transport area acceptable to LVMPD where police transport vehicles will have direct nonpublic access to and from the Subject Property (the “Law Enforcement Transport & Holding Area”). To the extent feasible, the Law Enforcement Transport & Holding Area shall be provided with access to a non-public freight elevator accessing the various levels of the Ballpark. The Developer will provide space for two (2) police vehicles with direct access to the Law Enforcement Transport & Holding Area within the Ballpark. The Law Enforcement Transport & Holding Area shall also include:

- (1) One (1) LVMPD interview room for suspects and victims;
 - (2) One (1) booking room of approximately five hundred (500) square feet to process offenders. The booking room will include a steel bench with a steel bar mounted to the wall adjacent to the bench;
 - (3) One (1) detention grade restroom for use by LVMPD personnel, detained persons and related personnel which shall have detention grade fixtures;
 - (4) One (1) holding cell to be approximately eighty (80) square feet. The holding cell will include a steel bench with a steel bar mounted to the wall adjacent to the bench;
 - (5) One (1) storage area will be a minimum of eighty (80) square feet for LVMPD to store radio and other emergency supplies and equipment. This area will also include space for a rack(s) that allow for data storage such as an Intermediate Data Facility and a dedicated server for LVMPD needs (the "**Network Racks**"). The Network Racks will be within an area that can be locked with LVMPD controlling access to the Network Racks. The storage area will be cooled and have access to power. The Developer and LVMPD will meet to determine the final layout and design of the storage area to meet LVMPD needs. LVMPD network provisions for the storage server racks are independent of the Ballpark storage servers.
 - (6) The Developer has agreed to make a one-time payment of Thirty-Five Thousand Dollars (\$35,000.00) for LVMPD to purchase technical equipment for the Law Enforcement Transport & Holding Area (the "**Law Enforcement Transport & Holding Area Technical Equipment Contribution**"). The equipment purchased to be used in the Law Enforcement Transport & Holding Area will include IT Hardware (network rack, switch, and DVR server), holding area cameras and camera viewing station. The Developer shall pay the Law Enforcement Transport & Holding Area Technical Equipment Contribution to the LVMPD Foundation for the Law Enforcement Transport & Holding Area Technical Equipment no later than twelve (12) months after the Effective Date of this Agreement.
- (h) **Bicycle Payment & Storage.** LVMPD has requested six (6) Trek Police Bikes including the police lighting package and police storage bag for each Trek Police Bike to be used at the Ballpark. A total cost for six (6) Trek Police Bikes including the police lighting package and police storage bags (the "**Trek Police Bikes**") will cost Fifteen Thousand Nine Hundred Twenty Dollars and Fifty-Eight Cents (\$15,920.58). The Developer has agreed to provide this amount so that LVMPD can purchase the Trek Police Bikes (the "**Trek Police Bikes Contribution**"). Developer shall provide, at its expense, a storage area for LVMPD to store the Trek Police Bikes. The storage area shall be located near the CCFD Fire Post or a mutually agreed upon alternative location with direct access to the exterior of the Subject Property. The Developer shall pay the Trek Police Bike Contribution to the LVMPD

Foundation no later than twelve (12) months after the Effective Date of this Agreement.

- (i) **Ingress/Egress.** The Developer shall ensure there will be adequate ingress and egress to and from the Subject Property 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. 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.
- (j) **Security Camera System.** The Developer agrees, at its expense, to provide a security camera system acceptable to LVMPD for the plaza area in front of the Ballpark and pedestrian and vehicular areas surrounding the Ballpark Parcel. 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.
- (k) **Fusion Watch Donation For Equipment.** The Developer agrees to make a one-time payment to the LVMPD Foundation of Twelve Thousand Five Hundred Dollars (\$12,500.00). This contribution shall be used for the purchase of computers, monitors, keyboards and other necessary equipment to assist LVMPD with the Fusion Watch program associated with the Subject Property and events (the "**LVMPD Fusion Watch Contribution**"). The Developer shall pay the LVMPD Fusion Watch Contribution to the LVMPD Foundation no later than twelve (12) months after the Effective Date of this Development Agreement.
- (l) **Base Station Radio & Equipment.** LVMPD needs Base Station Radio & Equipment to be placed in the GDOC area. The Base Station Radio & Equipment will need a power source and will consist of a radio, 6 port combiner with rack, cable for antenna and two omni antennas to transmit and receive communications (the "**Base Station Radio & Equipment**"). There may also be a need for an antenna to be placed on the exterior of the Ballpark structure. The Base Station Radio & Equipment will be used by LVMPD for communications throughout the Ballpark. Developer agrees to purchase the Base Station Radio Equipment for a maximum of Nineteen Thousand Fifty-One Dollars and Seventy-Four Cents (\$19,051.74) (the "**Base Station Radio & Equipment Contribution**"). LVMPD will provide specifications to Developer for the Developer to utilize in design and placement of Base Station Radio & Equipment needs. The Developer shall pay the Base Station Radio & Equipment Contribution for the Base Station Radio & Equipment to the LVMPD Foundation no later than twelve (12) months after the Effective Date of this Agreement.
- (m) **Summary of Developer Contribution to LVMPD Foundation.** The Developer agrees to make a one-time payment to the LVMPD Foundation, as described above in subsections g(6), h, k, and l, in the total amount of Eighty-Two Thousand Four

Hundred Seventy-Two Dollars and Thirty-Two Cents (\$82,472.32) no later than twelve (12) months after the Effective Date of this Agreement. The LVMPD Foundation agrees to earmark the contribution dollars to be used at the Ballpark and as follows:

- (1) Law Enforcement Transport & Holding Area Technical Equipment Contribution in the amount of Thirty-Five Thousand Dollars (\$35,000.00);
 - (2) Trek Police Bike Contribution in the amount of Fifteen Thousand Nine Hundred Twenty Dollars and Fifty-Eight Cents (\$15,920.58);
 - (3) LVMPD Fusion Watch Contribution in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00); and
 - (4) Base Station Radio & Equipment Contribution in the amount of Nineteen Thousand Fifty-One Dollars and Seventy-Four Cents (\$19,051.74).
- (n) **Withholding Temporary Occupancy Permit.** Unless otherwise agreed to by the Parties, the Developer agrees that the County has the right to withhold issuance of the temporary occupancy permit that allows the general public to enter the Ballpark if the Developer has not complied with the requirements set forth in this Section 4.02.

4.03 Reserved.

- 4.04 Master Transportation Study.** The Developer has prepared and submitted to the County a Master Transportation Study for the Project. The Developer agrees to construct at its expense and secure dedication to the County at the Developer's expense, such roadway and traffic Improvements identified in the Master Transportation Study as approved and accepted by the County. If sufficient rights-of-way or government patent easements do not exist to permit construction of a mitigation measure, the Developer will be required to obtain the right-of-way necessary for the construction of that Improvement, or pay the County its acquisition cost of that right-of-way should the County elect to acquire the right-of-way. The Developer shall also fulfill all required improvements and traffic mitigation measures from the Event Management Plans for the Ballpark as approved by the County.

The Developer shall design and construct other improvements specified in any future approved Master Transportation Study updates or modifications.

- 4.05 Pedestrian Bridges.** There are existing pedestrian bridges that cross over Las Vegas Boulevard and Tropicana Avenue, which include escalators and elevators (collectively, the "Pedestrian Bridges"). The Developer is under no obligation to pay any maintenance costs associated with the Pedestrian Bridges.

4.06 Clark County Water Reclamation District.

- (a) The Developer shall be solely responsible for the annual cost of one standard flow metering/monitoring device, as defined by the current and future flow monitoring agreements with the CCWRD, including any additional costs associated with maintenance and cleaning. The device shall be installed in a public manhole located either on the Subject Property or within Tropicana Avenue. Said manhole shall be constructed in a manner that facilitates accurate flow metering, including minimal internal turbulence and a consistent slope between inlet and outlet without abrupt grade changes.
- (b) CCWRD intends to utilize the flow metering/monitoring device referenced above to monitor sewer flows originating from the Subject Property. To support accurate flow monitoring, the Developer shall designate one or more representatives responsible for providing monthly data related to the Ballpark Parcel. The Developer shall report the number of attendees associated with events held on the parcel, as well as the names, dates, and start times of said events.
- (c) The above-referenced information shall be submitted to CCWRD monthly via email to meters@cleanwaterteam.com. CCWRD reserves the right to update the designated contact information and shall notify the Owner in writing should such changes occur.

**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 Party and Owner(s) in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. All notices shall be delivered as provided in Section 7.07 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 as provided in Section 7.07 of this Agreement, with a copy to the Owner(s). 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, if such default cannot reasonably be cured within such thirty (30) day period and the Party alleged to be in default commences to cure and is diligently pursuing such cure of the default then such greater time reasonably required to cure, 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, with a copy of the letter provided to Owner(s).
- (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.
- (3) **Effect on Owner.** For the avoidance of doubt, after the termination of this Agreement by the County in accordance with this Section 5.02(a), nothing herein shall abridge or otherwise diminish any Owner's rights or obligations pursuant to such Owners future development of the Subject Property. Any Owner of the Subject Property shall be considered a third-party beneficiary to this section for purposes of seeking enforcement of this provision.

(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., with a copy of the letter provided to Owner(s). 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.

- (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, extraordinary delays in governmental permitting or approvals (that are substantially greater than any delays that have been historically a normal and customary part of the permitting and approval process for other high impact projects in Clark County, Nevada, considering the nature and circumstances of the specific permit or approval being considered and are not otherwise attributable to a failure on the part of the Person seeking a permit or approval to comply with the relevant application process by, for example, failing to timely provide a complete application or required supporting documentation or a failure to timely respond to requests for additional information), 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. Each mitigation fee payment provided on or after 1 year from approval date of this Agreement ("Adjustment Date") shall be adjusted for inflation equal to the change in the Consumer Price Index ("CPI") between the Adjustment Date and the date the payment is made, using the US City Average, All Items. 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, with a copy to Owner(s). 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 that 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 and Owner(s) 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 that 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. The 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. 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 ten (10) years from the effective date, or upon expiration of the Land Use Approvals or when all obligations hereunder are satisfied, whichever comes first. Notwithstanding the completion, expiration, termination, or cancellation of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 and any on-going operational provisions (including but not limited to Section 4 (Public Facilities)) shall survive the term of this Agreement as between Developer and County unless a change to a specific provision is otherwise agreed to by and between the County, LVMPD, or CCWRD and the Owner and Developer of the Subject Property, as applicable.
- 7.03 **Assignment or Transfer.**
- (a) **Assignment or Transfer Not to Relieve the Developer of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of Developer's interest in or rights to utilize the Subject Property shall not relieve the Developer of its obligations under this Agreement.
 - (b) **Assignment or Transfer to an Affiliate of the Developer or the Stadium Authority.** In the event of an assignment or transfer of all of the Developer's interest in or rights to utilize the Subject Property for purposes of the operation of a Ballpark as contemplated by SB1 to any one or more limited liability companies, partnerships, corporations or other entities which the Developer controls or in which the Developer has a controlling interest or which controls the Developer, or to the Stadium Authority, the rights of the Developer under this Agreement may be assigned or transferred without prior written consent of County, provided such entity elects to assume in writing all obligations of the Developer hereunder. The

Developer, its affiliate, or the Stadium Authority shall provide copies of all assignment or transfer documents to the County as part of its notice of such assignment or transfer. Such assignment or transfer shall relieve the Developer from its obligations under this Agreement. Notwithstanding anything to the contrary contained in any provision of this Agreement, the County does hereby approve of the following assignments or transfers by Developer of its rights under this Agreement (collectively, the “**Permitted Assignments**”): (i) any assignment to any Person who is an affiliate of the Developer so long as all necessary MLB Approvals have been obtained in advance thereof; or (ii) any assignment in connection with a transfer of the Athletics’ MLB franchise, via a transfer of interests or assets, to a new controlling owner (as defined and determined by MLB) that has received all necessary MLB Approvals, and where the new owner or an affiliate thereof assumes all obligations of Developer accruing thereafter under this Agreement.

- (c) **Third Party Assignment, Sale, or Transfer.** In the event of an assignment, sale or transfer of all of the Developer’s interest in or rights to utilize the Subject Property for purposes of the operation of a Ballpark as contemplated by SB1 that is not otherwise permitted as provided in subsection (b) above, the rights and obligations of the Developer under this Agreement may be assigned or transferred to such third Party, provided such third Party assumes in writing all obligations of the Developer. The Developer or such third Party shall provide copies of all assignment, sale, or transfer documents to the County as part of its notice. The County’s consent, which shall not be unreasonably withheld or delayed, to such assignment, sale, or transfer shall relieve the Developer from its obligations under this Agreement.
- (d) **Notice.** In the event of an assignment, sale, or transfer of all or any portion of the Developer’s interest in or rights to utilize the Subject Property for purposes of the operation of a Ballpark as contemplated by SB1, the Developer shall provide the County and Owner(s) with written notice of such assignment, sale, or transfer. 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 the Developer have not been completed within the time periods and in the manner set forth herein.
- (e) **Financing Transactions.** The Developer has full discretion and authority to transfer, assign, encumber, and/or collaterally assign its interest in or rights in this Agreement and/or its interest in or rights to utilize 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

may 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, the Developer shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any third party claim, action, liability, loss, damage, cost, suit, judgment or expense brought by a party other than the County, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

- (a) the development, construction or operation of the Project;
- (b) any personal injury, death or property damage;
- (c) any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
- (d) a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
- (e) any act, conduct or omission of the Developer, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
- (f) any action, approval, denial or decision of the County relating to this Agreement or the Project.

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

In connection with the Developer's agreement in this Section 7.05 to defend the County, at Developer's option, Developer may retain counsel and defend the County. If Developer fails to do so, 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 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. The Developer agrees to pay, within thirty (30) 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 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 intentional 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 the 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, with a courtesy copy via email (if provided below). Notices shall be addressed as follows:

To County: COUNTY OF CLARK
Department of Comprehensive Planning
Clark County Government Center
500 South Grand Central Parkway, 1st 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, 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215
Attn: County Counsel

To the Developer: Athletics StadCo LLC
400 Ballpark Drive
West Sacramento, California 95691
Attn: Chief Legal Officer
Legal-notices@athletics.com

With a copy to: Kaempfer Crowell
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135
Attn: Jennifer Lazovich
jlazovich@kcnvlaw.com

With copies to:

To Owner: Tropicana Land LLC, a Nevada limited liability company
c/o Gaming and Leisure Properties, Inc.

845 Berkshire Blvd., Suite 200
Wyomissing, Pennsylvania 19610
Attn: Brandon J. Moore, Esq.
Email: bmoore@glpropinc.com

Ballard Spahr LLP
1980 Festival Plaza Drive, Ste 900
Las Vegas, NV 89135
Attn: Maren Parry, Esq.
Email: ParryM@Ballardspahr.com

To Resort Parcel Developer:

Tropicana Las Vegas, Inc.
3801 Las Vegas Blvd South
Las Vegas, Nevada 89109
Attn: Christopher Jewett, SVP, Corporate Development
Email: cjewett@ballys.com

Bally's Corporation
100 Westminster Street, 2nd Floor
Providence, Rhode Island 02903
Attn: Executive Vice President and Chief Legal Officer
Email: Kbarker@ballys.com

Bally's Corporation
100 Westminster Street, 2nd Floor
Providence, Rhode Island 02903
Attn: Legal Department
Email: Legal.NA@ballys.com

Latham & Watkins LLP
12670 High Bluff Drive
San Diego, CA 92130
Attn: Sony Ben-Moshe
Email: sony.ben-moshe@lw.com

c/o Gaming and Leisure Properties, Inc.
845 Berkshire Blvd., Suite 200
Wyomissing, Pennsylvania 19610
Attn: Brandon J. Moore, Esq.

Any party entitled to notice above may change its address by giving notice in writing to the others, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Unless otherwise stated herein, 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 the 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 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 Agreements.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded against the Subject Property in the official records with the Clark County Recorder. All amendments and any cancellation hereto must be in writing and signed by the appropriate officers of the County and Developer, and acknowledged by Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion or expiration of performance of this Agreement or its earlier termination, and notwithstanding the survival of any provisions of this Agreement as set forth in Section 7.02, a statement evidencing such expiration completion, or termination signed by appropriate officers of the County shall be recorded with the Clark County Recorder.
- 7.11 **Owner and Resort Parcel Developer.** The Owner and Resort Parcel Developer are signing this Agreement below solely to acknowledge to the terms and conditions hereof and to acknowledge the binding effect on the Developer. Neither Owner nor Resort Parcel Developer shall have any duties, obligations or liabilities hereunder, including, without limitation, any duties, obligations or liabilities of Developer herein or any liability arising from any breach, default, or non-performance by Developer or any other party. Further, Owner's and Resort Parcel Developer's acknowledgment of this Agreement shall not constitute any approval or consent which may be required for any action by Developer pursuant to other agreements to which Developer, Owner, and Resort Parcel Developer may be a party.
- 7.12 **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.

- 7.13 **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.
- 7.14 **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.
- 7.15 **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.
- 7.16 **Third-Party Beneficiary.** No Person or entity other than Owner or others 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.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

[signatures appear on following page]

THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS,
COUNTY OF CLARK, STATE OF NEVADA**

ATTEST:

Tick Segerblom, Chair
Chairman

Lynn Marie Goya
County Clerk

My Commission expires: _____

(Signature(s) continued on next page)

[Owner executes this Agreement solely to acknowledge the obligations of the Developer and to acknowledge to the recording of the Agreement against the Subject Property]

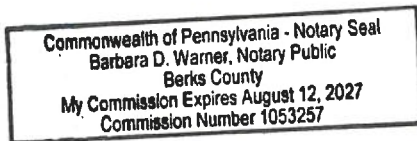
OWNER:

Tropicana Land LLC, a Nevada limited liability company

By: [Signature]
Name: Brandon Moore
Title: Vice Pres. & Secretary

STATE OF PA)
) ss:
COUNTY OF Berks)

This instrument was acknowledged before me on the 25th day of August, 2020, by Brandon Moore, the VP & Secretary of Trop Land LLC, a Nevada limited liability company.



[Signature: Barbara D. Warner]
NOTARY PUBLIC

(Signature(s) continued on next page)

A circular notary seal for Karen A. Harper. The outer ring contains the text "KAREN A. HARPER" at the top and "STATE OF RHODE ISLAND" at the bottom. Inside this ring, the text "My Commission Expires" is at the top and "September 27, 2026" is at the bottom. In the center of the seal, the words "NOTARY" and "PUBLIC" are stacked vertically, separated by a small horizontal line.

DEVELOPER:

Athletics StadCo LLC,
a Nevada limited liability company

By: A.L. Dean Jr.
Name: Alexander L. Dean Jr.
Title: Authorized Person

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

This instrument was acknowledged before me on the 25 day of August 2025,
20XX, by Alexander Dean, the Authorized of Athletics, a Nevada limited
liability company. Person StadCo LLC

Kayla Baldino
NOTARY PUBLIC

KAYLA BALDINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6402457
Qualified in Nassau County
Commission Expires 01/06/2028

[end of signature pages]

LIST OF ATTACHED EXHIBITS

- A LEGAL DESCRIPTION OF BALLPARK PARCEL**
- B LEGAL DESCRIPTION OF RESORT PARCEL**
- C APPLICABLE CHAPTERS OF TITLE 30**
- D AGENDA SHEET AND NOTICE OF FINAL ACTION**
- E CLARK COUNTY FIRE DEPARTMENT FIRE POST SPACE DESIGN**

EXHIBIT "A"
BALLPARK PARCEL

A.P.N.: 162-28-112-001

LAS VEGAS BALLPARK

PARCEL 1-1

LEGAL DESCRIPTION

BEING A PART OF PARCEL 1 OF "TROPICANA LAS VEGAS", A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF IN BOOK 145 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. SITUATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M CLARK COUNTY, NEVADA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID COMMERCIAL SUBDIVISION; THENCE ALONG THE EASTERLY PROPERTY LINE THEREOF, SOUTH 00°15'18" EAST, A DISTANCE OF 539.82 FEET; THENCE DEPARTING SAID EASTERLY PROPERTY LINE, SOUTH 89°44'42" WEST, A DISTANCE OF 473.70 FEET TO THE CENTER POINT OF A CIRCULAR AREA BEING REFERRED TO AS PARCEL 1-1; THENCE FROM THE CENTER POINT, HAVING A RADIUS OF 353.25 FEET, THE CIRCUMFERENCE OF SAID LOT IS 2,220 FEET, A RADIAL TIE LINE TO SAID NORTHEAST CORNER BEARS NORTH 41°00'43" EAST FOR A DISTANCE OF 718.19 FEET.

CONTAINING 9.00 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN BY THAT MAP "TROPICANA LAS VEGAS", A COMMERCIAL SUBDIVISION, IN BOOK 145, PAGE 64 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

SAID LINE BEARS SOUTH 87°29'47" WEST.

SEE EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

SHAWN R. HERMAN

PROFESSIONAL LAND SURVEYOR

NEVADA CERTIFICATE NO. 20138

CERTIFICATE EXPIRES: JUNE 30, 2025

LOCHSA SURVEYING

6345 SOUTH JONES BOULEVARD, SUITE 100

LAS VEGAS, NEVADA 89118

PHONE: 702-365-9312 FAX: 702-365-9317

J:\survey\dwg\24LOC5044 Tropicana Existing Structure survey\245044 - stadium area.docx

SHEET 1 OF 2

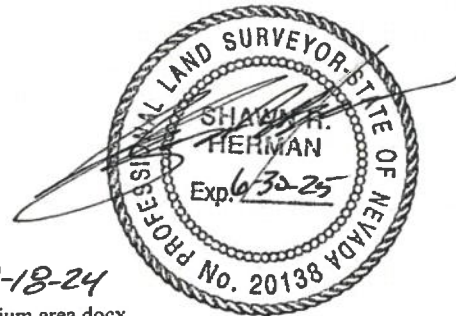
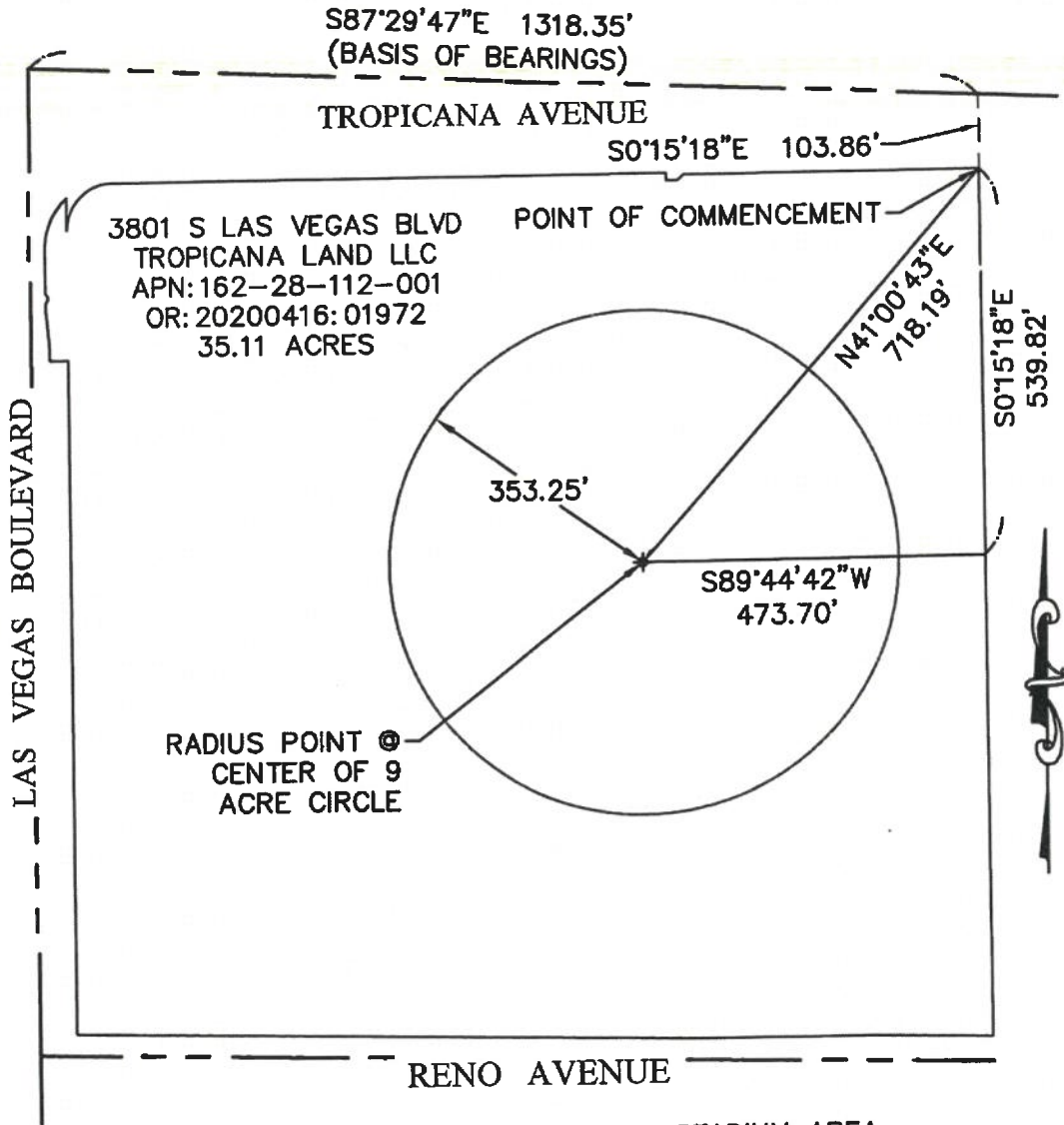


EXHIBIT B



STADIUM AREA
AREA = 9.00 ACRES
CIRCUMFERENCE = 2,220 FT.

SCALE: 1" = 400'



LOCHSA ENGINEERING
6345 SOUTH JONES BLVD., STE 100
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

LAS VEGAS BALLPARK
STADIUM AREA

Sheet
2
of
2

EXHIBIT "B"
RESORT PARCEL

A.P.N.: 162-28-112-003

LAS VEGAS BALLPARK

PARCEL 1 REMAINDER

LEGAL DESCRIPTION

BEING A PART OF PARCEL 1 OF "TROPICANA LAS VEGAS", A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF IN BOOK 145 OF PLATS, PAGE 64 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. SITUATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF SAID PARCEL 1 EXCEPTING THEREFROM PARCEL 1-1 AS DESCRIBED IN THAT GRANT, BARGAIN, SALE DEED RECORDED ON APRIL 21, 2025 AS INSTRUMENT 20250421:0000175 AND SHOW ON THAT RECORD OF SURVEY FILE 242 PAGE 17 RECORDED ON APRIL 21, 2025 AS INSTRUMENT NO. 20250421:00093 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

CONTAINING 26.11 ACRES, MORE OR LESS.

SEE EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

SHAWN R. HERMAN

PROFESSIONAL LAND SURVEYOR

NEVADA CERTIFICATE NO. 20138

CERTIFICATE EXPIRES: JUNE 30, 2027

LOCHSA SURVEYING

6345 SOUTH JONES BOULEVARD, SUITE 100

LAS VEGAS, NEVADA 89118

PHONE: 702-365-9312 FAX: 702-365-9317

J:\survey\dwg\24LOC5044 Tropicana Existing Structure survey\ 245044 - PARCEL 1-1.docx

SHEET 1 OF 2

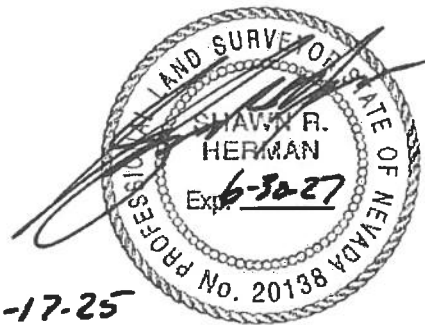
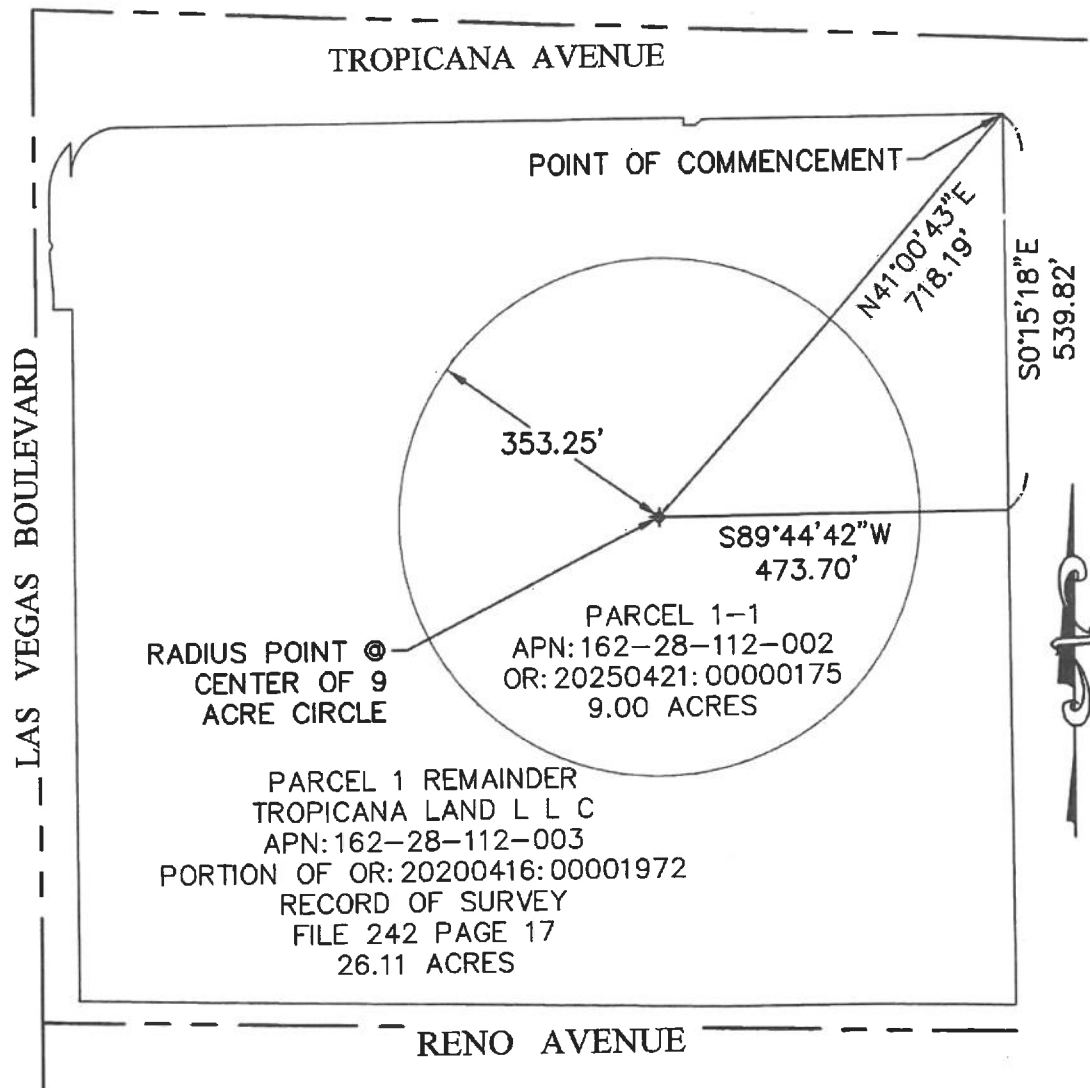


EXHIBIT B



PARCEL 1-1
 AREA = 9.00 ACRES
 CIRCUMFERENCE = 2,220 FT.

SCALE: 1" = 400'



LOCHSA ENGINEERING
 6345 SOUTH JONES BLVD., STE 100
 LAS VEGAS, NEVADA 89118
 PHONE: (702) 365-9312
 FAX: (702) 365-9317

LAS VEGAS BALLPARK
 PARCEL 1-1 &
 PARCEL 1 REMAINDER

Sheet
 2
 of
 2

EXHIBIT "C"

APPLICABLE CHAPTERS OF TITLE 30

30.01.09	NONCONFORMITIES
30.02	ZONING DISTRICTS
30.03	USE REGULATIONS
30.04	DEVELOPMENT STANDARDS (Excluding Sections 30.04.07 and 30.04.08)
30.05	SIGNS
30.07	RULES OF CONSTRUCTION & DEFINITIONS

* Refer to definition 1.01(d) of the Agreement for exceptions to the locked in Chapters of Title 30.

EXHIBIT "D"

AGENDA SHEET AND NOTICE OF FINAL ACTION



Department of Comprehensive Planning

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

Sami Real, Director

NOTICE OF FINAL ACTION

April 14, 2025

KAEMPFER CROWELL
1980 FESTIVAL PLAZA DRIVE, SUITE 650
LAS VEGAS, NV 89135

REFERENCE: UC-25-0125

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 **April 02, 2025**. The final decision along with any conditions are 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.**

APPROVED.

CONDITIONS OF APPROVAL - Comprehensive Planning

- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the 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 or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, construction below grade level and structural first lift with initial foundation work, as depicted on exhibit titled "Permit Package A" on file;
- Applicant to provide a phased landscape plan for staff review and approval, in order to coordinate phased landscape inspections;
- Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;
- Bond or other form of financial security, acceptable to Clark County shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;

BOARD OF COUNTY COMMISSIONERS
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager



Department of Comprehensive Planning

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

Sami Real, Director

- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas in accordance with RTC standards;
- 30 days to coordinate with Public Works - Design Division and submit separate document if required, for dedication of any necessary right-of-way and easements for the Las Vegas Boulevard South improvement project;
- 90 days to record said separate document for the Las Vegas Boulevard South improvement project;
- Any reconstruction of pedestrian bridges, elevator or escalators shall be coordinated with Public Works;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Maintenance costs associated with the elevators, escalators, and pedestrian bridges at the intersection of Las Vegas Boulevard South and Tropicana Avenue and/or construction of improvements to pedestrian bridges, escalators and elevators directly connected to the Tropicana parcel to be addressed in the Development Agreement;
- Allow the following permits prior to approval of off-site permits: all demolition, grading, including underground utilities, dewatering, foundation, and structural first level with foundation;
- Bollards to be installed along Reno Avenue from Las Vegas Boulevard to Giles Street including spandrels or the functional equivalent as approved by Public Works;
- Coordinate with Public Works to return any County assets that are removed.

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;

BOARD OF COUNTY COMMISSIONERS
TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • APRIL BECKER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager



Department of Comprehensive Planning

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

Sami Real, Director

- 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 30.02.26B of the Clark County Unified Development Code; applicant is advised that many factors may be considered before the issuance of a permit or variance, including, but not limited to, lighting, glare, graphics, etc.;
- 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;
- All cranes and temporary equipment will require separate FAA airspace determinations that provide "Determinations of No Hazard to Air Navigation." A Crane/Temporary Equipment plan that includes the separate FAA airspace determinations must be submitted and approved by the Department of Aviation prior to the issuance of building or grading permits;
- Koval Lane, Reno Avenue, and Mandalay Bay Road to all remain no-parking streets;
- Event Management Plan shall include CCDOA's property located off Reno Avenue (Quail Air Center) and Koval Lane (Atlantic Aviation), and CCDOA's property along Mandalay Bay Road, Haven Street, and Four Seasons Drive (parcels 162-28-302-001, 162-28-301-029, 162-28-401-019 portion, 162-28-401-002 and 162-28-401-004) for the ballpark to provide security at these locations to prevent unauthorized parking during events or as otherwise agreed to in writing by the applicant and Clark County Department of Aviation;
- CCDOA to be provided the draft Event Management Plan for review and comment for high, medium, and lower capacity events.
- 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.

Fire Prevention Bureau

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features;
- Applicant to show fire hydrant locations on-site and within 750 feet.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0455-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

If you have any questions regarding your Notice of Final Action, please call the Department of Comprehensive Planning at (702) 455-4314 (option 2, option 1).

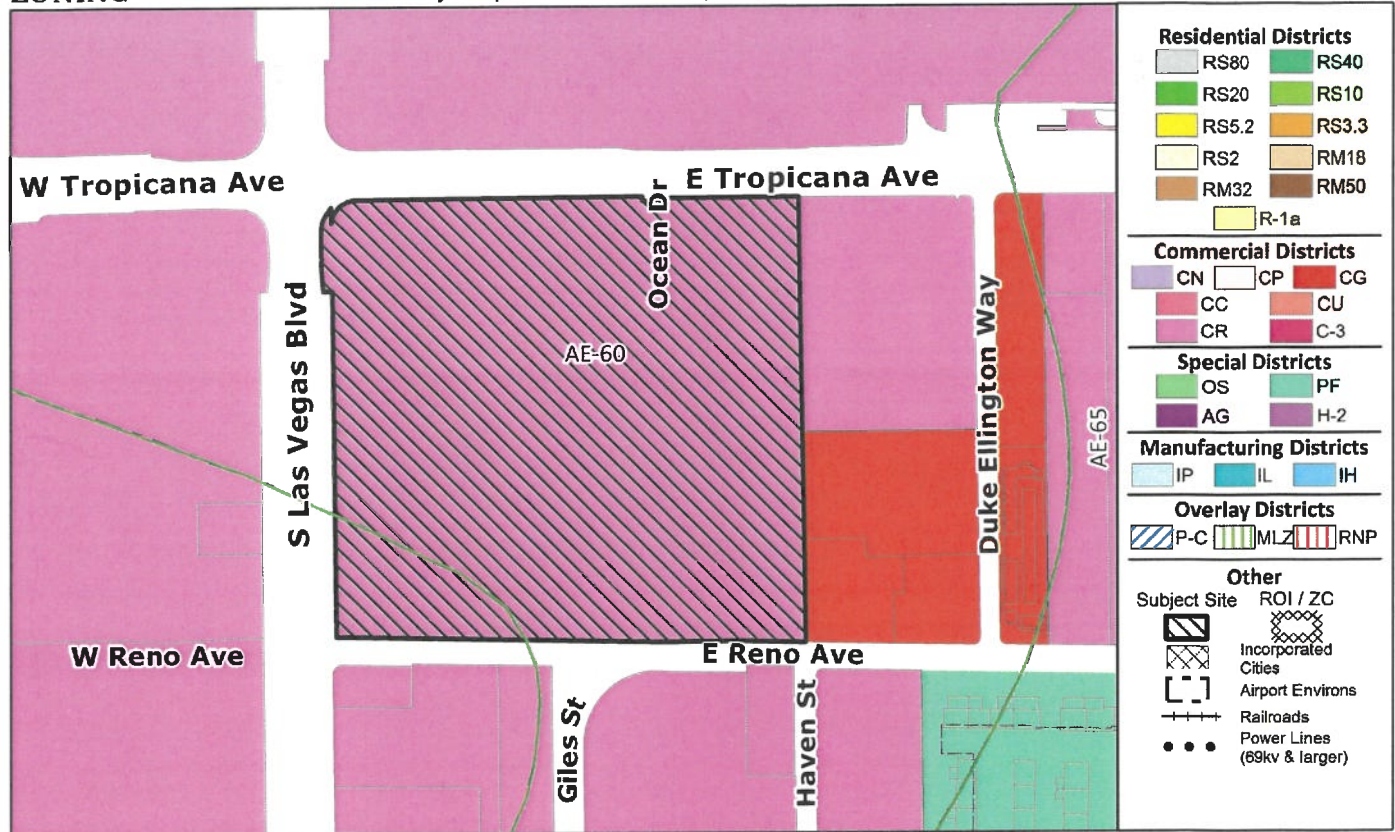
BOARD OF COUNTY COMMISSIONERS
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KEVIN SCHILLER, County Manager

Commission Agenda Map

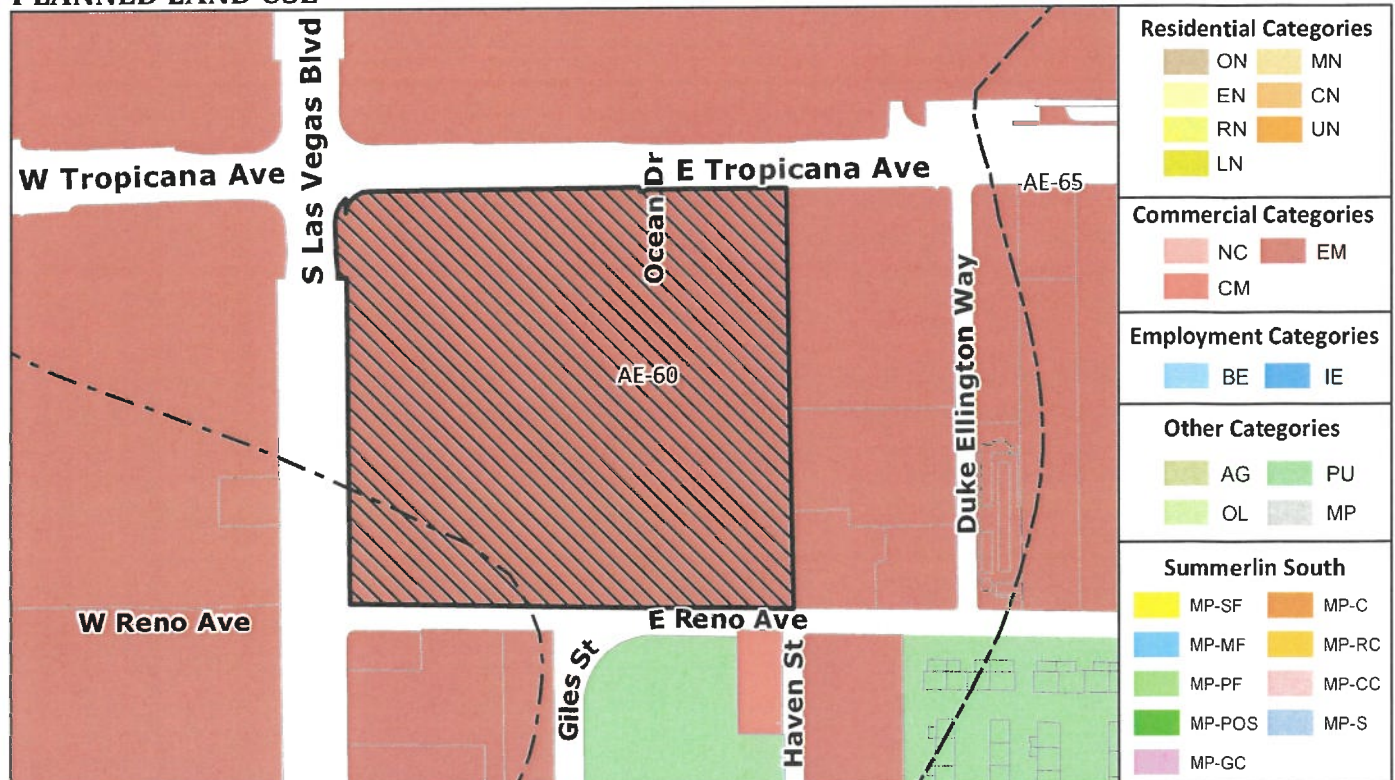
UC-25-0125

ZONING

Clark County Department of Comprehensive Planning, Clark County, Nevada



PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

Subject Parcel(s)
16228112001



0 125 250 500 Feet
Map Created on 2/12/2025



04/02/25 BCC AGENDA SHEET

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-25-0125-TROPICANA LAND, LLC:

USE PERMITS for the following: **1)** recreational or entertainment facility; **2)** live entertainment; **3)** avocational/vocational training facility; **4)** office; **5)** outdoor dining, drinking, and cooking; **6)** outdoor market; and **7)** mobile food vendor.

WAIVERS OF DEVELOPMENT STANDARDS for the following: **1)** eliminate and reduce street landscaping; **2)** reduce electric vehicle charging spaces; **3)** reduce loading spaces; **4)** allow off-site temporary construction activities; and **5)** modify driveway geometrics.

DESIGN REVIEW for a recreational or entertainment facility (Ballpark) on 35.11 acres in a CR (Commercial Resort) Zone within the Airport Environs (AE-60) Overlay.

Generally located on the north side of Reno Avenue and the east side of Las Vegas Boulevard South within Paradise. JG/nm/syp (For possible action)

RELATED INFORMATION:

APN:

162-28-112-001

WAIVERS OF DEVELOPMENT STANDARDS:

1.
 - a. Eliminate street landscaping along a portion of Tropicana Avenue where a 10 foot wide landscape strip is required behind an attached sidewalk per Section 30.04.01D.
 - b. Eliminate street landscaping along a portion of Las Vegas Boulevard South where a 10 foot wide landscape strip is required behind an attached sidewalk per Section 30.04.01D.
 - c. Reduce the width of a street landscape strip along a portion of Las Vegas Boulevard South to 5 feet where a 10 foot wide landscape strip is required per Section 30.04.01D (a 50% reduction).
 - d. Reduce the width of a street landscape strip along a portion of Reno Avenue to 3 feet where a 5 foot wide landscape strip is required on each side of a detached sidewalk per Section 30.04.01D (a 40% reduction).
2.
 - a. Eliminate electric vehicle (EV)-capable charging spaces where 1,913 spaces are required per Table 30.04-5.
 - b. Reduce the number of electric vehicle (EV)-installed charging spaces to 75 spaces where 230 spaces are required per Table 30.04-5 (a 68% reduction).
3. Reduce the number of loading spaces to 3 spaces where 39 spaces are required per Table 30.04-7 (a 93% reduction).
4. Allow temporary construction activities to occur off-site where only on-site temporary construction activities are allowed per Section 30.03.01E.

5.
 - a. Reduce the throat depth for the central driveway on Reno Avenue to 74 feet where 150 feet is required per Uniform Standard Drawing 222.1 (a 51% reduction).
 - b. Reduce the throat depth for the western driveway on Reno Avenue to 107 feet where 150 feet is required per Uniform Standard Drawing 222.1 (a 29% reduction).
 - c. Reduce the throat depth for a driveway on Tropicana Avenue to 88 feet where 150 feet is required per Uniform Standard Drawing 222.1 (a 41% reduction).
 - d. Reduce the departure distance for a driveway on Las Vegas Boulevard South to 131 feet where 190 feet is required per Uniform Standard Drawing 222.1 (a 31% reduction).
 - e. Increase the curb return radius for the central driveway on Reno Avenue to 45 feet where 35 feet is the maximum allowed per Uniform Standard Drawings 222.1 and 225 (a 29% increase).
 - f. Increase the curb return radius for the western driveway on Reno Avenue to 40 feet where 35 feet is the maximum allowed per Uniform Standard Drawings 222.1 and 225 (a 14% increase).
 - g. Increase the width of a driveway on Tropicana Avenue to 57 feet where 40 feet is the maximum allowed per Uniform Standard Drawing 222.1 (a 43% increase).
 - h. Allow sidewalks to not return to the back of curb at driveways and spandrels of street intersections where not permitted.

LAND USE PLAN:

WINCHESTER/PARADISE - ENTERTAINMENT MIXED-USE

BACKGROUND:

Project Description

General Summary

- Site Address: N/A
- Site Acreage: 35.11
- Project Type: Recreational facility ("The Ballpark")
- Number of Stories: 6 (ballpark)/9 (parking garage)
- Building Height (feet): 290/320 (ballpark structure/top of antennas)/150 (parking garage)
- Square Feet: 955,100 (ballpark)/1,500,000 (parking garage)
- Parking Required/Provided: 7,650/2,470 (per the provided parking demand study)
- Sustainability Required/Provided: 7/3

History & Request

In October 2024, the Tropicana Las Vegas Casino Resort hotel was demolished to accommodate a stadium (herein referred to as "The Ballpark") and a new resort hotel. While the application for re-establishing the resort hotel is still pending completion of the Application Pre-Review, this request is for "The Ballpark", which will be established prior to the resort hotel.

Site Plan

The site plan depicts a 35.11-acre site, located on the south side of Tropicana Avenue, the east side of Las Vegas Boulevard South, and the north side of Reno Avenue. The proposed Ballpark

will be centrally located within the site, covering approximately 9.0 acres. The dome-shaped ballpark will be approximately 190 and 120 feet from the north and east property lines, respectively.

A multi-level parking garage is located on the southeast side of the ballpark, 37 feet and 34 feet from the south and east property lines, respectively. The plan also depicts a central utility plant and a service yard along the east property line, east of the ballpark. The central plant, service yard, parking garage, shared driveways, loading spaces, and other open areas will utilize approximately 11.37 acres of the site and will act as shared spaces for the future resort hotel and the proposed ballpark. The remainder of the site (approximately 14.74 acres) will be further developed as a new resort hotel that will be designed to complement and integrate with the design of the ballpark. This area may also be used for construction activities related to “The Ballpark” which is the subject of waiver of development standards #4.

Five driveways are depicted on the plan to access the ballpark with 3 additional driveways that will be improved with the future resort hotel. Three driveways will be located along Reno Avenue with the eastern driveway for fire access only, 2 future driveways will be established along Las Vegas Boulevard South with the development of the resort hotel, and 3 driveways will be installed along Tropicana Avenue with the western driveway for the future development of the resort hotel and the eastern driveway for fire access only. The primary means of vehicular access to the ballpark is from Reno Avenue to the south via the western driveway, which will align with Giles Street. The site is also accessible for pedestrian traffic from all the perimeter streets as well as the existing pedestrian bridges over Tropicana Avenue and Las Vegas Boulevard South. The northwest portion of the site will be ultimately designed as a plaza to create a coordinated entrance area in front of the ballpark and the future resort hotel.

2,370 parking spaces are designated for the ballpark and are proposed within the multi-level parking garage. Also, there will be 75 EV-installed charging spaces within the various floors of the parking garage.

Landscaping

Landscaping and sidewalks are proposed along all the streets. Along Tropicana Avenue, attached sidewalks and minimum 10 foot wide street landscape strips behind the sidewalk are provided, except where there is a dedicated bus turnout or a right-turn deceleration lane, for which 5 feet of landscaping is shown behind the sidewalk. Also, no landscaping is provided between the intersection of Tropicana Avenue and Las Vegas Boulevard South and the pedestrian bridge over Tropicana Avenue, which is the subject of waiver of development standards #1a.

Along Las Vegas Boulevard South, sidewalks and landscaping have been depicted within the right-of-way. Along the majority of the street frontage, 10 foot wide landscape strips are provided on site, or where there is a right-turn deceleration lane, a 5 foot wide landscape strip is provided. The plan also depicts a reduction of landscape width to 5 feet at some locations where there is no exemption allowed in the code, which is the subject of waiver of development standards #1c. Additionally, no landscaping is provided between the intersection of Tropicana Avenue and Las Vegas Boulevard South and the pedestrian bridge over Las Vegas Boulevard South, which is the subject of waiver of development standards #1b.

Lastly, along Reno Avenue, detached sidewalks and landscaping on both sides of the sidewalk have been provided. Along the majority of street frontage, 2 minimum 5 foot wide landscape strips are shown on both sides of the sidewalk, except near the main vehicular access driveway where a 3 foot wide landscape strip is provided between the back of curb and sidewalk due to an area designated for satellite trucks, which is the subject of waiver of development standards #1d.

The number and size of the proposed trees and shrubs will be in compliance with Title 30 requirements. There is an easement along Reno Avenue which prevents the applicant from planting any trees within the landscape strip between the back of curb and the sidewalk.

Elevations

The elevations for the ballpark depict a 290 foot high dome-shaped structure with an additional 30 feet in height for lightning protection and antennas. Dark gray CMU walls, concrete columns, and metal louvers are shown at the Field Level extending up to the Main Concourse Level, which are designed to enclose the lower levels of the structure. The dome starts at the Main Concourse Level, and features silver metal panels, aluminum framed curtain walls, ETFE system, and large glazing surfaces that mainly face northwest to capture the view of The Strip.

The plans also depict a 150 foot tall concrete parking garage. An on-site pedestrian bridge is shown over an internal driveway located on the west side of the garage, which extends from the fourth level of the garage structure and leads to a staircase to provide pedestrian access to and from Reno Avenue.

Floor Plans

The plans depict a 955,100 square foot ballpark with a round shape footprint. The total capacity of the ballpark is 33,000 occupants with 30,000 fixed seats, including seats within suites, and additional areas to accommodate 3,000 standing-room-only occupants. The standing-room-only areas are spread throughout all levels of the stadium.

The ballpark will consist of the following levels: Field Level, Lower Suite Level, Main Concourse Level, Upper Suite Level, Upper Concourse Level, and Upper Deck Level. The Field Level is where the playing field is located for a total footprint of approximately 371,200 square feet. This level also includes premium club and premium suites. Other amenities include food and beverage options, ticketing, team facilities, retail stores, and broadcast and press facilities. These areas are all located around the playing field for a total area of approximately 250,100 square feet, where the playing field is approximately 121,100 square feet.

All other levels include retail stores, food and beverage options, ticketing, team facilities, and broadcast and press facilities. The areas for those levels are as following: Lower Suite Level 230,000 square feet, Main Concourse Level 185,000 square feet, Upper Suite Level 115,000 square feet, Upper Concourse Level 125,000 square feet, and Upper Deck Level 50,000 square feet.

The parking garage consists of 9 levels above and 2 levels below grade and will provide 2,470 standard parking spaces. In addition to parking, portions of some of the levels are designed to have retail, office, or storage uses totaling 120,088 square feet.

Applicant's Justification

The applicant is stating that they are proposing to develop a multi-purpose, enclosed ballpark with a capacity of 33,000 for the relocation of the Athletics' baseball team to Southern Nevada along with shared facilities and improvements such as a parking garage, central plant, and common roadways. In addition to the Ballpark, the site will also host various entertainment and community events.

The applicant is seeking special use permit approval for the operation of a recreational or entertainment facility and live entertainment in order to allow recreational uses and live entertainment in outdoor areas within the site as well as for approval to operate these uses separately from the resort hotel. The applicant states the site is appropriate for these uses since it is located within the Resort Corridor, other stadiums have been developed within or adjacent to the resort corridor, it is located on major arterials and near larger interchanges, it is located near mass transit stations, and it is conveniently located within an area easily served by additional lodging opportunities within close proximity. The other proposed uses are complementary to the Ballpark and entertainment offerings, and are compatible with the project design, the zoning district, and the Resort Corridor.

While the applicant is requesting a reduction in throat depth in some locations, they will implement game/event day planning traffic management with staff at each driveway location and right-of-way directing traffic. Also, the reduction of the distance between the southern driveway on Las Vegas Boulevard South and the intersection of Las Vegas Boulevard South and Reno Avenue is due to an existing transmission pole which prohibits the installation of a right turn lane. Also, the increase of the driveway curb return radius on various locations is to allow additional area for the entering and exiting movement of specialty vehicles, such as larger limos, buses, and tractor-trailers at these driveway locations. Additionally, the request to increase the driveway width along Tropicana Avenue will allow for the continued use of the dual left turn lanes from Tropicana Avenue as well as accommodate traffic growth associated with construction of the resort hotel component of the parcel in the future. The applicant is also requesting to not reattach the sidewalk at the driveway radii and spandrel on both sides of Reno Avenue driveway. This will discourage pedestrians from crossing the driveway due to the driveway layout and vehicular circulation requirements.

The applicant states based on the unique characteristics of "The Ballpark", a significantly lower number of loading spaces are expected to be needed for operations than the 39 spaces required by Title 30, and the reduction of loading docks for developments along Las Vegas Boulevard South is very common. Many developments, including "The Ballpark" parcel, can utilize a dock master system that coordinates deliveries. This system is more efficient and helps prevent and reduce trucks from stacking up into the public right-of-way. The applicant also believes installing 75 EV parking spaces will be more than adequate to meet parking demands.

The applicant is providing a minimum of a 10 wide landscape area along Las Vegas Boulevard South except when located between the 2 driveway locations where it will reduce to 5 feet. However, the site is providing the appropriate number of trees and shrubs to meet Title 30. All

the required trees and shrubs will reside in the 5 foot wide landscape zone as the remaining 5 feet is in the integrated resort area.

Also, out of an abundance of caution, the applicant is requesting a waiver for off-site temporary construction activities in support of the construction of “The Ballpark” to account for a future mapping action creating multiple legal parcels.

The project is required to provide 7,500 parking spaces for the recreational facility use and an additional 150 parking spaces for the standalone office use, totaling 7,650 required parking spaces where 2,470 standard parking spaces are provided. In support of the parking reduction, the applicant has submitted a parking demand study prepared by the engineering firm “Kimley-Horn and Associates”. The report states that event attendees of the baseball stadium development will have numerous travel options to attend an event other than driving and parking a personal/rental vehicle. These options include the following: Transportation Network Company (TNC) vehicle (Uber/Lyft), Taxi, RTC transit, Shuttle busses, Limos, Vegas Loop (The Boring Company), and walking. The 2,470 spaces are anticipated to satisfy the expected parking demands of the project due to: 1) attendees’ increased utilization of taxi, TNC, and other transportation modes; 2) the integrated nature of the ballpark and the office space; and 3) the ease and accessibility of off-site event parking. In addition to the provided 2,470 on-site parking spaces, off-site employee parking and off-site event parking is to be provided within the surrounding Resort Corridor area. Additionally, the project is located across the street from the MGM Grand Monorail Station. Lastly, 30 compact parking spaces are also provided within the parking garage. As the developer plans to provide/coordinate a dedicated TNC drop-off/pick-up lot as well as dedicated locations for shuttle pick-up/drop-off, taxi queueing, and limo/VIP pick-up/drop-off to encourage the use of alternative travel modes, 2,470 parking spaces provided on-site is recommended for the proposed development and anticipated to serve the needs of the property.

Surrounding Land Use

	Planned Land Use Category	Zoning District (Overlay)	Existing Land Use
North	Entertainment Mixed-Use	CR (AE-60)	MGM Grand Resort Hotel
South	Entertainment Mixed-Use; Corridor Mixed-Use; & Public Use	CR (AE-60)	Parking lot, multi-family residential, & place of worship
East	Entertainment Mixed-Use	CR (AE-60) & CG (AE-60)	OYO Hotel and Casino & a timeshare motel
West	Entertainment Mixed-Use	CR (AE-60)	Excalibur Resort Hotel

STANDARDS FOR APPROVAL:

The applicant shall demonstrate that the proposed request is consistent with the Master Plan and is in compliance with Title 30.

Analysis

Comprehensive Planning

Use Permits

A special use permit is considered on a case by case basis in consideration of the standards for approval. Additionally, the use shall not result in a substantial or undue adverse effect on adjacent properties, character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare; and will be adequately served by public improvements, facilities, and services, and will not impose an undue burden.

Staff finds that the proposed recreational facility is appropriate for this location since the existing property is located within the Resort Corridor, zoned CR, and designated as Entertainment Mixed-Use in the Master Plan. This project will create employment opportunities and contribute to the Las Vegas economy. The scale and intensity of the proposed facility at this location is appropriate and compatible with the existing uses in the area. The project is functionally well designed and aesthetically integrated with the surrounding development and land uses through the site design, landscaping, and pedestrian connectivity. “The Ballpark” will ultimately tie into the future resort hotel for a cohesive development. However, while the resort hotel is still under review by staff, “The Ballpark” will independently function as a tourist attraction and will be easily served by other lodging opportunities available in the close proximity since it is located on The Strip.

The Resort Corridor is a high intensity economic center that is intended for tourist-oriented uses. Staff finds the request also complies with Winchester/Paradise Master Plan Policy 1.1, which encourages a diversity of land uses along major corridors such as Las Vegas Boulevard South at densities that support pedestrian activity and transit use. Additionally, the proposed ballpark complies with Entertainment Mixed-Use expectations, which encourage tourist-focused districts and amenity-rich public spaces and pedestrian amenities to encourage walking along major corridors.

The other proposed uses are complementary uses to the ballpark and are consistent with the other uses in the area. T-Mobile Arena and Allegiant Stadium were approved in May 2013 and January 2014, respectively with similar complementary uses. Therefore, staff can support these requests.

Waivers of Development Standards

The applicant shall have the burden of proof to establish that the proposed request is appropriate for its proposed location by showing the following: 1) the use(s) of the area adjacent to the subject property will not be affected in a substantially adverse manner; 2) the proposal will not materially affect the health and safety of persons residing in, working in, or visiting the immediate vicinity, and will not be materially detrimental to the public welfare; and 3) the proposal will be adequately served by, and will not create an undue burden on, any public improvements, facilities, or services.

Waiver of Development Standards #1

The majority of the street frontage landscaping is designed to Title 30 standards. However, along portions of Las Vegas Boulevard South and Tropicana Avenue at the northwest corner of the

site, the street landscaping is requested to be eliminated due to the existing pedestrian bridges over the rights-of-way. Staff appreciates the physical limitation and supports waivers of development standards #1a and #1b.

Also, along a portion of Las Vegas Boulevard South, the width of the on-site street landscaping is depicted as 5 feet, which necessitates a waiver. Considering that there will be an additional 8 foot wide landscape strip within the right-of-way, staff finds that in this case, the combination of on-site and off-site landscaping provides the same benefit as what code requires, and therefore supports waiver of development standards #1c.

Lastly, due to the area designated for satellite trucks along Reno Avenue, the width of the landscape strip between the curb and sidewalk is requested to be reduced to 3 feet. Staff can support waiver of development standards #1d since the landscape strip behind the sidewalk is 12 feet wide and the combination of the street landscape width on both sides of the sidewalk in this location exceeds the Code requirement.

Overall, staff finds that the provided landscaping reduces the urban heat island, complements the site, and is consistent with other properties in the area.

Waivers of Development Standards #2 & #3

The project is required to provide 7,500 parking spaces for the recreational facility use and an additional 150 parking spaces for the standalone office use, totaling 7,650 required parking spaces where 2,470 standard parking spaces are provided. In support of the parking reduction, the applicant has submitted a parking demand study prepared by a traffic engineering firm. Staff finds the methodology and findings of the parking analysis are sound and acceptable and provides for an acceptable alternative to the relaxed standard.

The provided 75 EV-installed charging spaces is 3% of the “provided” parking spaces, where the code requires EV charging spaces to be calculated based on the “required” parking spaces. Based on the parking demand study that states the provided 2,470 parking spaces serve the need of the project, staff finds that the 75 provided EV-installed charging spaces meet the intent of the Code; therefore, staff supports waiver of development standards #2b.

Also, by eliminating the EV-capable charging spaces and reducing the number of loading spaces, staff does not anticipate any adverse impacts on the surrounding properties given the fact that the site is consistent with the other properties in the vicinity. Staff supports waivers of development standards #2a and #3.

Waiver of Development Standards #4

Staff can support this request since it is out of an abundance of caution, in case the parcel is subdivided, which may lead to the construction activities for “The Ballpark” occurring on a parcel other than the parcel on which the ballpark will be constructed. Approval of this waiver will allow the storage of the construction material on any portion of the parcel in the future while the ballpark is under construction.

Design Review

Development of the subject property is reviewed to determine if 1) it is compatible with adjacent development and is harmonious and compatible with development in the area; 2) the elevations, design characteristics and others architectural and aesthetic features are not unsightly or undesirable in appearance; and 3) site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

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 request is appropriate for this location since the existing property is large, zoned CR, and located within the Resort Corridor. Staff finds the design is harmonious and compatible with the other developments nearby, and the design and other architectural and aesthetic features enhance the characteristics of the area.

Overall, the proposed elevations, requested heights, landscaping, and provided parking spaces are similar to other requests previously approved for similar uses, and also to properties nearby. The ballpark and parking will functionally and visually integrate into a cohesive development. Based on the proposed massing and architectural elements of the overall development, staff does not anticipate any adverse impacts to the immediate area and can support the design of the proposed structures.

Public Works - Development Review

Waiver of Development Standards #5

Staff needs the technical studies to further address the circulation concerns that may be caused by the reduction in throat depth, back of curb radii, driveway width, departure distance, and allowing the sidewalk to not attach at the back of curb radius.

Department of Aviation

The development will penetrate the 100:1 notification airspace surface for Harry Reid International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.02.26B.3(ii) 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 30.02.26B.2(i) of the Clark County Unified Development Code. Therefore, as required by Section 30.06.03D.7(iv) of the Clark County Unified Development Code, final action cannot occur until the FAA has issued an airspace Determination of No Hazard and the Department of Aviation has reviewed the determination. (Note that section 30.06.03D.7(iv) requires that the FAA Determination of No Hazard shall be submitted two weeks prior to final approval for any proposed structure that intrudes into Airport Airspace Overlay District [see chapter 30.02.26B].)

Part 77 airspace surface penetration does not include the additional height of construction cranes, which will add to the airspace penetration.

The Ballpark and Integrated Resort Traffic Impact Analysis Report (Traffic Report) is expected to contain an Event Management Plan that addresses high, medium, and lower capacity events to be held at the ballpark. CCDOA owns property along the roadway network (and in proximity to the roadway network) proposed to be utilized for access to the ballpark in the Traffic Report. CCDOA requests additional conditions specific to the Traffic Report and Event Management Plan as previously discussed with the applicant.

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 Master Plan, Title 30, and/or the Nevada Revised Statutes.

PRELIMINARY STAFF CONDITIONS:

Comprehensive Planning

- Prior to the issuance of building and grading permits, or subdivision mapping, mitigate the 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 or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, construction below grade level and structural first lift with initial foundation work, as depicted on exhibit titled "Permit Package A" on file;
- Applicant to provide a phased landscape plan for staff review and approval, in order to coordinate phased landscape inspections;
- Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;
- Bond or other form of financial security, acceptable to Clark County shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;
- Certificate of Occupancy and/or business license shall not be issued without approval of a Certificate of Compliance.
- Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; 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; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.

Public Works - Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Full off-site improvements;
- If required by the Regional Transportation Commission (RTC), dedicate and construct right-of-way for bus turnout including passenger loading/shelter areas in accordance with RTC standards;
- 30 days to coordinate with Public Works - Design Division and submit separate document if required, for dedication of any necessary right-of-way and easements for the Las Vegas Boulevard South improvement project;
- 90 days to record said separate document for the Las Vegas Boulevard South improvement project;
- Any reconstruction of pedestrian bridges, elevator or escalators shall be coordinated with Public Works;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Maintenance costs associated with the elevators, escalators, and pedestrian bridges at the intersection of Las Vegas Boulevard South and Tropicana Avenue and/or construction of improvements to pedestrian bridges, escalators and elevators directly connected to the Tropicana parcel to be addressed in the Development Agreement;
- Allow the following permits prior to approval of off-site permits: all demolition, grading, including underground utilities, dewatering, foundation, and structural first level with foundation;
- Bollards to be installed along Reno Avenue from Las Vegas Boulevard to Giles Street including spandrels or the functional equivalent as approved by Public Works;
- Coordinate with Public Works to return any County assets that are removed.

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 30.02.26B of the Clark County Unified Development Code; applicant is advised that many factors may be considered before the issuance of a permit or variance, including, but not limited to, lighting, glare, graphics, etc.;
- 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;
- All cranes and temporary equipment will require separate FAA airspace determinations that provide "Determinations of No Hazard to Air Navigation." A Crane/Temporary

Equipment plan that includes the separate FAA airspace determinations must be submitted and approved by the Department of Aviation prior to the issuance of building or grading permits;

- Koval Lane, Reno Avenue, and Mandalay Bay Road to all remain no-parking streets;
- Event Management Plan shall include CCDOA's property located off Reno Avenue (Quail Air Center) and Koval Lane (Atlantic Aviation), and CCDOA's property along Mandalay Bay Road, Haven Street, and Four Seasons Drive (parcels 162-28-302-001, 162-28-301-029, 162-28-401-019 portion, 162-28-401-002 and 162-28-401-004) for the ballpark to provide security at these locations to prevent unauthorized parking during events or as otherwise agreed to in writing by the applicant and Clark County Department of Aviation;
- CCDOA to be provided the draft Event Management Plan for review and comment for high, medium, and lower capacity events.
- 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.

Fire Prevention Bureau

- Provide a Fire Apparatus Access Road in accordance with Section 503 of the International Fire Code and Clark County Code Title 13, 13.04.090 Fire Service Features;
- Applicant to show fire hydrant locations on-site and within 750 feet.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0455-2024 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Paradise - approval.

APPROVALS:

PROTESTS:

APPLICANT: ATHLETICS STADCO, LLC

CONTACT: KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DRIVE, SUITE 650, LAS VEGAS, NV 89135

EXHIBIT "E"

CLARK COUNTY FIRE DEPARTMENT FIRE POST SPACE DESIGN

The CCFD Fire Post design must include:

- (1) A maximum of approximately one thousand square feet (1,000 sf);
- (2) One (1) kitchenette;
- (3) One (1) shower area;
- (4) One (1) toilet area;
- (5) Two (2) individual and private sleeping accommodations for two (2) personnel;
- (6) One (1) storage space;
- (7) Designated locker area with space for three (3) separate lockers located in each private sleeping accommodation;
- (8) One (1) tele-data closet and
- (9) One (1) medical lock-up drug closet (air conditioned space).