

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

Petitioner: Nancy A. Amundsen, Director, Department of Comprehensive Planning

Recommendation: AG-22-900286: Accept and authorize the signature of the Performance Agreement with DLV-H Owner, LLC for the DREAM LAS VEGAS Resort Hotel, generally located east of Las Vegas Boulevard South and 500 feet south of Russell Road (alignment) within Paradise. JG/sr (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved the DREAM LAS VEGAS Resort Hotel, UC-20-0493, on October 16, 2021 consisting of a 527 room resort hotel with complementary accessory uses. Conditions of approval of the applications required a Performance Agreement (Agreement) and bond, or other form of security or financial guarantee, for decommissioning actions to be taken by the developer in the event construction of the project is stopped or abandoned. Documents are available for review in the Department of Comprehensive Planning, Current Planning Division.

Staff recommends that the Board accept and authorize the signature of the Performance Agreement with DLV-H Owner, LLC for the proposed development.

Cleared For Agenda
05/04/22

APN/S: 162-33-101-006
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

PERFORMANCE AGREEMENT

BETWEEN

THE COUNTY OF CLARK, NEVADA

AND

DLV-H Owner, LLC

FOR THE

DREAM LAS VEGAS Resort Hotel

AG-22-900286

May 4, 2022

CLARK COUNTY COMPREHENSIVE PLANNING
PERFORMANCE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 11th day of April, 2022, by and between DLV-H Owner, LLC, hereinafter referred to as DEVELOPER, and the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, DEVELOPER is developing a project, known as DREAM LAS VEGAS Resort Hotel ("Project"), located at 5051 S. Las Vegas Boulevard, Las Vegas, Nevada 89119;

WHEREAS, with the approval of UC-20-0493 by the Clark County Board of County Commissioners on October 6, 2021 the DEVELOPER agreed to submit a Decommissioning Plan ("Plan") acceptable to the COUNTY which specifies the actions to be taken by DEVELOPER in the event construction of the Project is stopped or abandoned for one hundred and eighty (180) days or longer. A copy of the approved Plan is attached hereto as Exhibit "A" and by reference made a part hereof;

WHEREAS, the DEVELOPER agreed to execute a surety and performance bond or other acceptable security or financial guarantee in favor of the COUNTY, securing to the COUNTY the full and complete implementation of the actions identified in the Plan;

WHEREAS, the DEVELOPER desires to post such performance bond in the amount of Two Million Six Hundred Seventy-Nine Thousand Eight Hundred Nineteen Dollars and Forty-Five cents (\$2,679,819.45) (the "Funds") performance bond for the development of the DREAM LAS VEGAS Resort Hotel Project (hereinafter "Project"), and the COUNTY desires to accept such performance bond, cash in lieu of bond for DEVELOPER'S obligations identified in the Plan, pursuant to the terms and conditions of the Plan and subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The foregoing recitals are incorporated herein and form a material part of this Agreement.
2. The DEVELOPER hereby represents and agrees that it has heretofore established with ATLANTIC SPECIALTY INSURANCE COMPANY ("BONDING INSTITUTION") a bond designated by Bond #800126514 (the "Bond") in the amount of Two Million Six Hundred Seventy-Nine Thousand Eight Hundred Nineteen Dollars and Forty-Five cents (\$2,679,819.45) as security for the DEVELOPER'S full and complete fulfillment of the decommissioning actions for the Project as identified in the Plan ("Decommissioning Actions"). Bond is attached hereto as Exhibit "B". Site Plan is as illustrated in Exhibit "C".
3. Furthermore, in the event a replacement performance bond or other form of security or financial guarantee is deemed to be necessary by the DEVELOPER and with concurrence from the COUNTY, the COUNTY will accept such replacement security or financial guarantee for the DEVELOPER'S full and complete fulfillment of the decommissioning actions.
4. The posted Bond in said Account may be withdrawn only upon approval for release by the Director of Comprehensive Planning or the designee in accordance with the terms and conditions of this

Agreement and the Plan. Should the Project be Abandoned, measures shall be immediately implemented by the DEVELOPER as required in Exhibit A attached hereto:

The term "Abandoned" or "Abandonment" means construction of the Project has stopped for a period of one hundred and eighty (180) days or longer. Situations where construction will be considered stopped include any one hundred eighty (180) day period where construction is not diligently pursued but is restarted briefly for the apparent purpose of avoiding expiration of the one hundred eighty (180) day period. The existence of an active building permit has no bearing on determining whether the Project has been abandoned for purposes of this Agreement and Plan. DEVELOPER shall provide COUNTY with status reports about construction activity occurring on the Project site every ninety (90) days. Each such status report shall describe the percentage of completion of the Project and such other information concerning the status of the construction of the Project as the COUNTY may reasonably require.

5. In the event said Decommissioning Actions identified in the Plan are not completed to the satisfaction of the COUNTY within the time prescribed in said Plan and Development Agreement, or any extensions of time granted by the COUNTY thereto, the COUNTY may serve upon the DEVELOPER and upon the BONDING INSTITUTION written notice of such default to their respective mailing address as set forth in this Agreement and thereafter the COUNTY may exercise its rights under the Security, including without limitation making drafts on said Account or requests for withdrawals of Funds there from by the COUNTY which shall be valid and binding and shall be honored by BONDING INSTITUTION upon the sole signature of the Director of Comprehensive Planning of COUNTY or the designee. The COUNTY shall use all Funds drawn from said Bond pursuant to this Agreement solely for the completion of the Decommissioning Actions identified in the Plan. Any excess Bond Funds remaining held by the COUNTY following the completion of such Decommissioning Actions by COUNTY shall be promptly released.
6. The DEVELOPER agrees that the amount of the Bond provided for in Section 2 above is based upon the estimated cost of the Decommissioning Actions called for in the Plan. It is understood and agreed that, in the event the actual cost of said Decommissioning Actions exceed such sum, the DEVELOPER is in no way relieved by this Agreement and the Plan from the obligation of paying the amount of such excess. If the actual cost of said actions exceeds the sum of the Bond, the DEVELOPER shall pay such excess amounts to the COUNTY within thirty (30) days of receipt of invoice from the COUNTY in the event the Decommissioning Actions are not timely completed by DEVELOPER. If after sixty (60) days the DEVELOPER has not paid such excess amounts to the COUNTY, the COUNTY may recover the excess costs incurred in abating the conditions on the Property by recording a lien against the Subject Property in the amount of costs incurred to abate the conditions, or by commencing a civil action in District Court to recover the costs, or both.
7. Except as set forth in this Agreement, neither BONDING INSTITUTION nor any of its affiliates, make any representation or commitment whatsoever to be otherwise directly or indirectly responsible for the construction or the financing of the Decommissioning Actions identified in the Plan.
8. DEVELOPER hereby grants to the COUNTY a perfected security interest in the Bond to secure DEVELOPER's obligations to complete the Decommissioning Actions in accordance with the Development Agreement and Plan. This Agreement grants to COUNTY "control" of the Bond Funds as contemplated by Nevada Revised Statutes. The COUNTY's claim to said Bond Funds shall be prior to that of any creditor of DEVELOPER, or any receiver or trustee in the event of insolvency or bankruptcy of DEVELOPER; and that in such event, said Bond Funds shall not be

administered by any receiver or trustee, but shall be paid and distributed according to the terms of this Agreement.

9. Upon final acceptance by the Director of Comprehensive Planning of the timely completion of all of the Decommissioning Actions called for in said Plan, upon the issuance of a Certificate of Completion or Occupancy for the Project, or upon expiration of UC-20-0493 if construction has not commenced, this Agreement shall become null and void and of no further force or effect, and any Bond Funds remaining in said Account shall be released.
10. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.
11. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given when personally delivered or three (3) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid and addressed as follows:

COUNTY:

Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, NV 89115

DEVELOPER:

William A. Shopoff
DLV-H Owner, LLC
5455 S. Fort Apache Road, Unit 108-18
Las Vegas, Nevada 89149

BONDING INSTITUTION:

Atlantic Specialty Insurance Company
605 US Hwy 169, 8th Floor
Plymouth, MN 55441

12. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between COUNTY, DEVELOPER and BONDING INSTITUTION except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party to this Agreement, including without limitation, any broker, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.
13. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. The parties hereby submit to the exclusive jurisdiction of the Eighth Judicial District Court located in Clark County, Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

[SIGNATURES PROVIDED ON NEXT PAGE]

DEVELOPER:

DLV-H Owner, LLC, a Delaware limited liability company

By: [Signature]

William A. Shopoff, Chief Executive Officer

Date: 4/11/2022

STATE OF MISSISSIPPI

SS.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by

_____, as _____ of _____

, a Delaware limited liability company.

See attached acknowledgement

Notary Public
(SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On April 11, 2022 before me, Terri Hovdestad, Notary Public
(insert name and title of the officer)

personally appeared William A. Shopoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

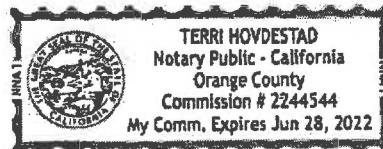
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



COUNTY:

County of Clark, a political subdivision
of the State of Nevada

Attest

By: _____
James Gibson

Lynn Marie Goya

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by James Gibson, as Chair of
the Board of County Commissioners, Clark County, State of Nevada.

Notary Public

in and for said County and State

My Commission expires: _____

(SEAL)

EXHIBIT "A"

DREAM LAS VEGAS Resort Hotel Decommissioning Plan

Below is the Decommissioning Plan ("Plan") for the project ("Project") to be constructed at 5051 S. Las Vegas Boulevard, Las Vegas, Nevada 89119. This Decommissioning Plan is attached to and made a part of that certain Performance Agreement, between the County of Clark and DLV-H Owner, LLC (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The intent of this document is to describe the decommissioning activities for the Project in the event the Project is abandoned by DEVELOPER and decommissioning is required per the terms of the Agreement. This Plan shall be implemented per the requirements below.

Project Description:

The Project is located at 5051 S. Las Vegas Boulevard. The Project is located east of S. Las Vegas Boulevard, west of the Harry Reid International Airport, and approximately 550 feet south of Russell Road. The eventual planned resort hotel includes a 240-foot tall hotel tower with 526 hotel rooms, 30,000 square feet of gaming area, food and beverage operations with pool area, and four level parking structure.

Decommissioning Work:

The "Decommissioning Work" consists of the following measures, which shall be implemented as required by the terms of the Agreement:

- A. Complete all remaining work necessary to make the site safe including grading excavations with stable cut slopes to the satisfaction of the County and completing any in-grade foundations with reinforcing steel in place to the satisfaction of the Building Official. (Estimated Cost \$632,782)
- B. Conduct a wind study analysis on areas of the Project where the building is partially enclosed, make available to the County the results of the wind study analysis, and take appropriate measures to ensure the structural stability of the building enclosure. (Estimated Cost \$18,000)
- C. Erosion and sediment control measures around the property shall be left in place. (Estimated Cost \$15,000)
- D. Enclose the site with a solid eight foot high wood construction fence made of dimensional lumber and faced with plywood. This fence will be engineered and stamped by a Nevada registered professional engineer as required by the Clark County Building Official. The wood fence will be painted with a neutral color anti-graffiti paint or approved surface on the public side and have locked access points to allow authorized entry for both pedestrian and vehicular traffic including fire department access. (Estimated Cost \$130,549)
- E. Except for Paragraph (I) below, remove from the site or consolidate and store on-site as provided herein all materials, equipment and trailers within 90 days after construction is considered abandoned. Watchman's trailers are permitted at designated entry points for security purposes. Any fixed equipment on site and not yet installed in the Project may be disassembled into original component parts, temporarily stored at the staging areas until secured or removed from the site by truck. Once the components are disassembled and at ground level, the materials may be transported to various storage and/or salvage facilities. All non-salvageable components will be processed and safely transported to an approved disposal facility. Equipment and construction materials may be

consolidated and stored on site in an organized fashion upon the site so long as such storage access are screened from view. (Estimated Cost \$50,000)

- F. Complete all remaining work necessary to install, protect and maintain all working fire hydrants per approved plans to the satisfaction of the County. De-energize and isolate any and all unused external utilities to the site in co-operation with the appropriate utilities as required. (Estimated Cost \$125,000)
- G. Not less than one Class I standpipe system shall be installed and functional throughout the building where the floor level of the highest story is located more than 40' above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than 30' below the highest level of fire department vehicle access. On or before December 1 of the year in which the Project is abandoned, the standpipe will be provided with required freeze protection. A standpipe is a type of rigid water piping which is built into multi-story buildings in a vertical position or bridges in a horizontal position, to which fire hoses can be connected, allowing manual application of water to the fire. Signage will be provided indicating the areas that each standpipe serves and the areas where the wet sprinkler systems shall be discharged. (Estimated Cost \$200,000)
- H. Wrap those areas of the structural steel portion of buildings exposed elevation that face the Right/s of Way in a 6 mil, high strength shrink wrap or equal product. The product will be made of fire retardant poly that is both static free and anti-microbial. Shrink wrap will meet or exceed National Fire Protection Association (NFPA) 701, Test Method 2 (large scale) requirements. Shrink wrap will be neutral in color or other subdued hue acceptable to the County. (Estimated Cost \$875,000)
- I. Cranes will be dismantled and removed from the site and crane pads will be decommissioned within 90 days after construction is considered abandoned. (Estimated Cost \$155,858)
- J. Install and maintain a dewatering system as necessary. (Estimated Cost \$20,000)
- K. Install surveillance system and maintain onsite security for safety and security. (Estimated Cost \$26,220)

The total cost of the decommissioning work is estimated at \$2,248,409.

Monitoring:

Follow-up monitoring will be conducted to ensure fence and screening are in place and in good order; and additional monitoring activities may also be conducted, depending upon the site conditions at the time of decommissioning. If negative impacts are noted during monitoring activities, appropriate remediation measures will be implemented as necessary.

- A. Site and emergency lighting shall be maintained. Electrical Rooms shall be monitored on a daily basis. These rooms shall be environmentally controlled for the protection of equipment. Any dewatering systems shall be maintained in an operational condition. The principal design professional shall evaluate the structure for both architectural and structural integrity. Area safety and security of the structure shall be maintained. Safety and security staff shall continue to patrol, secure and guard the site twenty-four (24) hours a day. The building shall be secure from unauthorized access twenty-four (24) hours a day.

- 1. One Year for full time security - \$223,800

B. Fire pumps shall be monitored and routinely tested in accordance with the Fire Protection Agreement and Clark County Department of Building and Fire Prevention requirements. All temporary fire pumps shall remain in place and operational in accordance with the approved Fire Protection Agreement and Clark County Department of Building and Fire Prevention requirements. All in place and functional fire/life safety and fire protection systems, permanent and temporary, shall be maintained operational and monitored. The 20-foot access lane around the building and the fire hydrants shall be maintained at all times. Safety and security staff shall continue to patrol, secure and guard the site twenty-four (24) hours a day; and only essential authorized personnel shall be allowed on site.

1. Test Fire Pumps once a year - \$5,000

C. The Central Utility Plant shall be operated, maintained and monitored up to and consistent with the level of completeness at the time of decommissioning to the extent necessary to maintain the utilities required to provide the lighting, water and power for the monitoring requirements set forth in Section A and B.

1. Decommissioning of Utility Plant - \$75,000

The total cost of the monitoring work is estimated at \$303,800.

Bond

In accordance with Clark County requirements, the DEVELOPER will provide a Bond in an amount equal to the highest estimated cost noted in this Decommissioning Plan plus a 5% contingency to address any costs above the estimated amount for any unforeseen costs (\$2,679,819.45).

EXHIBIT "B"

PERFORMANCE BOND

**CLARK COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING
PERFORMANCE AND GUARANTY BOND**

Bond # 800126514

That DLV-H Owner, LLC, a Delaware limited liability company as Principal of 5051 S. Las Vegas Boulevard, Las Vegas, Nevada 89119, County of Clark, and Atlantic Specialty Insurance Company as Surety, a corporation incorporated and doing business under the laws of the State of New York and licensed to conduct, transact, and issue Surety business in the State of Nevada, are held and firmly bound to Clark County, Nevada, as Obligees, in the sum of Two Million Six Hundred Seventy-Nine Thousand Eight Hundred Nineteen and 45/100 Dollars (\$2,679,819.45) for the payment of the sum well and truly to be made, and jointly and severally bind themselves, their heirs, successors, assigns, executors, administrators and legal representatives firmly by these presents.

The address of each party, which one party may change by giving notice to respective other party, are as follows:

PRINCIPAL

William A. Shopoff
DLV-H Owner, LLC
5455 S. Fort Apache Road, Unit 108-18
Las Vegas, Nevada 89148

COUNTY

Attn: Sami Real
Clark County Comprehensive Planning
500 S. Grand Central Parkway
Box 551700
Las Vegas, NV 89155-1799

SURETY

Atlantic Specialty Insurance Company
605 US Hwy 169, 8th Floor
Plymouth, MN 55441

1. Principal, as condition of the development of the DREAM LAS VEGAS Resort Hotel Project UC-20-0493, approved by the Clark County Board of Commissioners on October 6, 2021, agrees to enter into a performance agreement (the "Performance Agreement") with said Obligee to complete the required improvements specified in the Decommissioning Plan that is attached to and incorporated into the Performance Agreement;
2. If Principal fully and completely performs all of its obligations required by the Performance Agreement, during the original term thereof, or any extension of said term that may be granted by the Obligee with or without notice to the Surety, these obligations shall be considered fulfilled and this bond will be released; otherwise this obligation shall remain in full force and effect;
3. Notwithstanding any failure by Principal to make payments or otherwise fulfill obligations to the Surety, this obligation will continuously remain in full force and effect until and unless the project is completed or all of the conditions in the Performance Agreement are fulfilled and completed to the satisfaction of the Obligee and Obligee releases this bond;
4. Surety hereby waives notice of any changes, modifications, or additions to the obligations specified in said Performance Agreement;
5. Any deviations, changes, additions, or modifications, including but not limited to extensions of times, to the obligations of the Performance Agreement, may be made without the consent or knowledge of Surety and without in any way relating Surety from liability under this bond;
6. Upon any default by Principal of the Performance Agreement, Surety shall promptly assure and complete or procure completion of all obligations of Principal or if required by County shall promptly honor drafts made on the Bond or requests for withdrawal of funds made by the County in accordance with the Performance Agreement, plans and permits required by the County, whether or not Principal has commenced construction of its development or project, and/or failed to complete all or any portion of said project. Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the Performance Agreement. In no way is this bond intended or to be interpreted to condition or delay Surety's obligations until after completion of Principal's obligations to fully construct and complete the Principal's decommissioning obligations (whether by the County or other entity or person) has occurred;
7. The Surety's obligations under this bond remain in full force and effect even if Principal's business fails or Principal is no longer diligently pursuing development of the project that is the subject of this development;
8. The amount of the bond is for the actual, full and complete performance of Principal's obligations pursuant to the Performance Agreement. Any costs incurred by the Surety for anything other than the actual, full and complete performance of the Performance Agreement, such as inspections, evaluations or investigations, etc. into the status of the Principal's work, shall not be considered part of or deducted from the penal amount of the bond; and

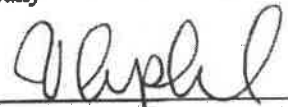
9. It is necessary for the County to take any legal action against any signatory of this bond to assure compliance with its terms, the County shall be entitled to reasonable costs and attorney's fees above and beyond the penal sum of the bond.

[SIGNATURES PROVIDED ON NEXT PAGE]

PRINCIPAL: DLV-H Owner, LLC

SURETY: Atlantic Specialty Insurance
Company

By: 
William A. Shopoff, Chief Executive Officer

By: 
Vanessa Copeland, Attorney-In-Fact

STATE OF _____
_____) ss.
COUNTY OF _____

SEE ATTACHED

This instrument was acknowledged before me on
_____, 2022 by
_____, as
_____, of
_____ (Principal).

Notary Public in and for said County and State

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

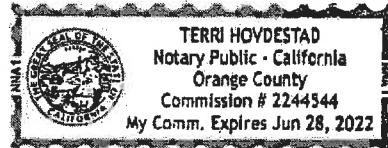
On April 12, 2022 before me, Terri Hovdestad, Notary Public
(insert name and title of the officer)

personally appeared William A. Shopoff
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

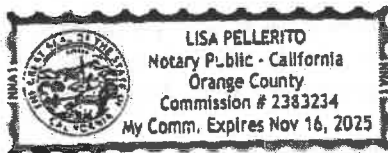
State of California)

County of Orange)

On 4/11/22 before me, Lisa Pellerito, Notary Public,

personally appeared Vanessa Copeland
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lisa Pellerito
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner: ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Eric Lowey, Mark Richardson, Teresa Jackson, Kevin Cathcart, Vanessa Copeland**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

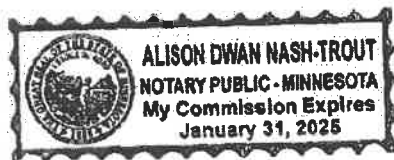
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

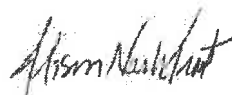


By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

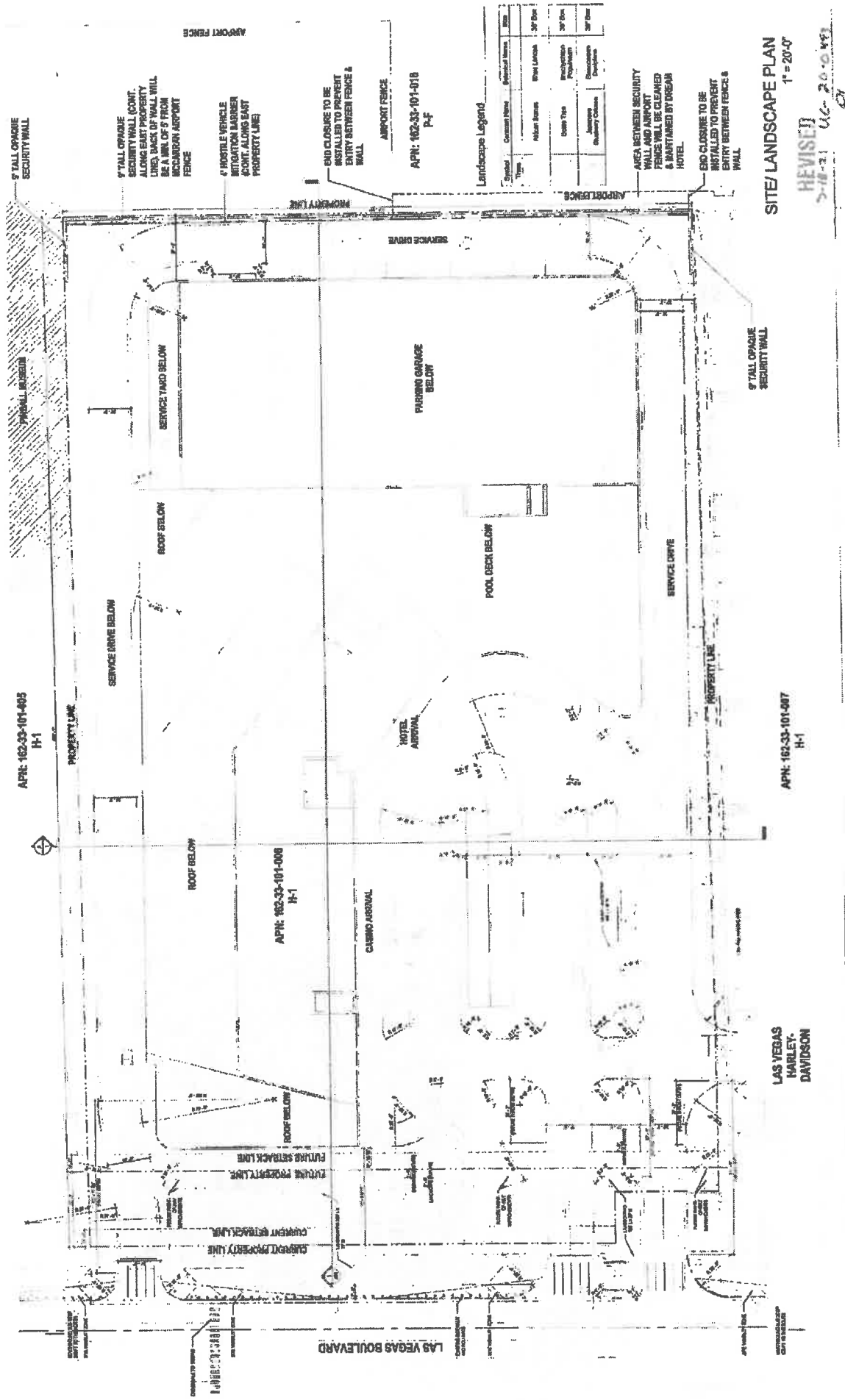
Signed and sealed. Dated 11th day of April 2022

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

EXHIBIT "C"
PROJECT SITE PLAN



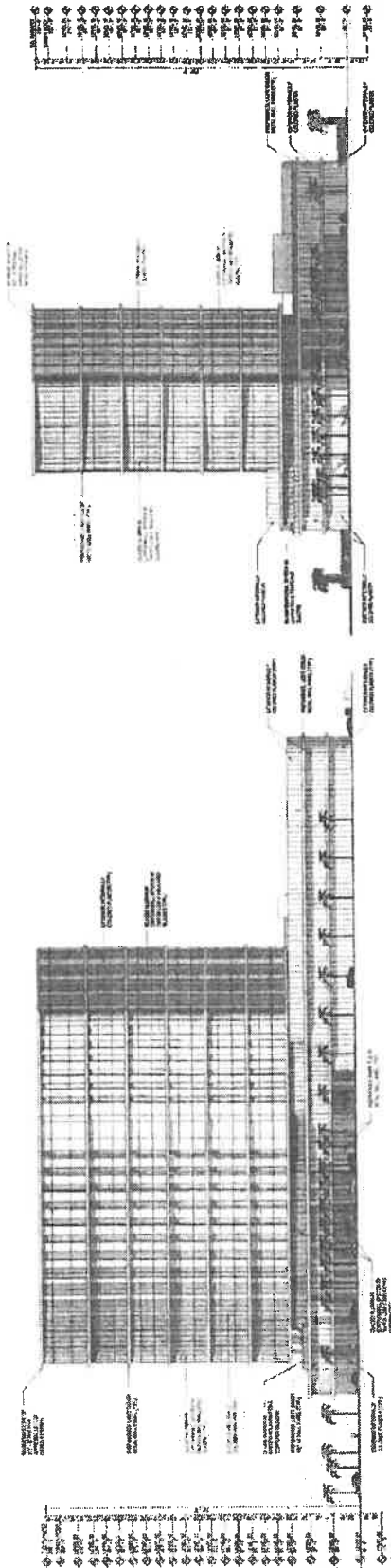
DREAM LAS VEGAS
 5051 S LAS VEGAS BLVD, LAS VEGAS, NV 89119
 PARCEL #162-33-101-008

A1

SITE/LANDSCAPE PLAN
 1" = 20'-0"

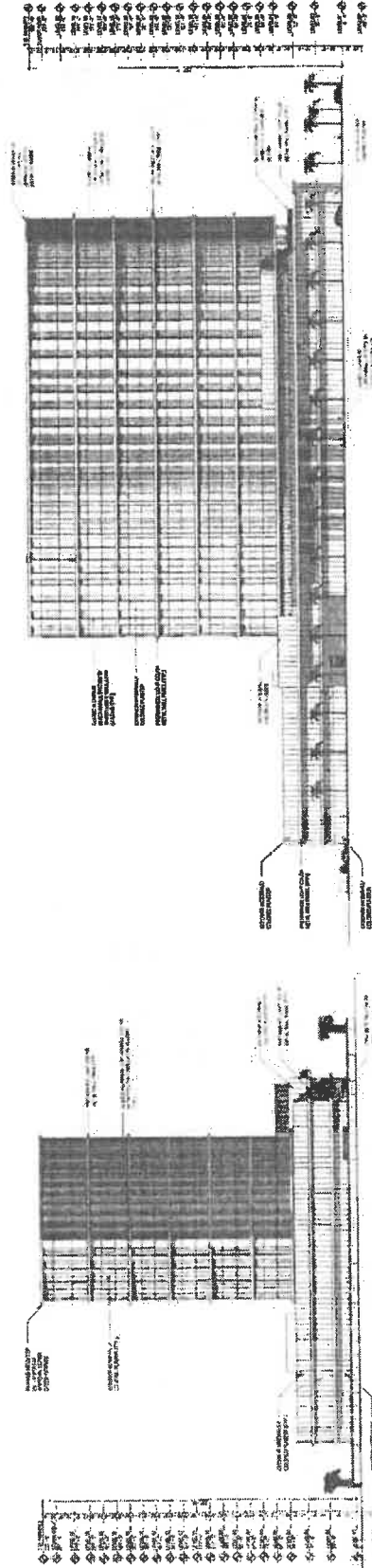
REVISION
 5-18-21 612-20-049

LAS VEGAS
 HARLEY
 DAVIDSON



SOUTH ELEVATION

WEST ELEVATION



EAST ELEVATION

NORTH ELEVATION

EXTERIOR ELEVATIONS
1" = 30'-0"



03 MARCH, 2021

DREAM LAS VEGAS
5051 S LAS VEGAS BLVD, LAS VEGAS, NV 89118
PARCEL #162-33-101-006

REVISION **A27**
3-18-21

UC-20-0413

