

ASSESSOR'S PARCEL NUMBERS:

WHEN RECORDED RETURN TO:

Clark County Dept. of Aviation
Attn: Business Office, Airport Property Manager
P.O. Box 11005
Las Vegas, NV 89111

REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This Revocable License and Maintenance Agreement ("Agreement") is made and entered into this _____ of _____, 202_ ("Effective Date") by and between the County of Clark, a political subdivision of the State of Nevada, through its Department of Aviation ("Aviation"), and _____, a _____ ("Licensee"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

RECITALS

WHEREAS, the Clark County Department of Aviation, operating on behalf of Clark County, is the owner and operator of the Clark County Airport System, including Overton-Perkins Field Airport (the "Airport"), which Airport is located in Moapa Valley, Nevada; and

WHEREAS, Aviation is the owner of the properties known as Assessor's parcel numbers _____ (the "Airport Property"), and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Licensee owns and operates an existing _____ (the "Facilities") partially located on the Airport Property as shown on Exhibit "B" attached hereto; and

WHEREAS, Licensee desires to maintain the Facilities located on the Airport Property within the area legally described in Exhibit "C" attached hereto (the "License Area"); and

WHEREAS, Aviation is designing and constructing a project known as 2473-1 Perkins Field Airport Road Relocation (the "Project"), which will relocate the existing roadway named Airport Road and the Airport's air operations area ("AOA") along the Airport's western limits making the Facilities inaccessible to the Licensee for maintenance and operation purposes on the Airport Property; and

WHEREAS, this Agreement outlines the process for Licensee to access the Airport Property to maintain the Facilities during regular scheduled maintenance as well as non-scheduled emergency maintenance; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE A – TERM

1. The term of this Agreement commences upon the Effective Date and continues in full force and effect in perpetuity, unless this Agreement is amended, modified or terminated as provided herein.

ARTICLE B – FUTURE RELOCATIONS

1. Aviation reserves the right to utilize the Airport Property as it deems appropriate, in its sole discretion. Aviation may further develop the property over which the license is granted which may require Licensee to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of the Facilities across and/or within the limits of the License Area.
2. In the event any future Airport-approved project conflicts with the Facilities, Aviation will provide Licensee with advanced written notice. Said notice will identify the extent to adjust, demolish, reconstruct, modify, remove, or relocate any, all or a portion of the Facilities, which shall be performed by Licensee at no cost and expense to Aviation. Licensee shall complete the required action within 180 calendar days after receiving the written notice.

ARTICLE C - REGULAR SCHEDULED UTILITY MAINTENANCE

1. Licensee shall use reasonable efforts to schedule and execute regular maintenance on the Facilities located within the fenced limits of the Airport during standard business days and hours, defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., to the maximum extent possible. Regular maintenance shall include, but not be limited to _____ and other routine maintenance managed on a recurring schedule.
2. Regular scheduled maintenance shall be coordinated within a minimum of seven (7) calendar days prior to performing the maintenance activities. Licensee shall contact the North Las Vegas Airport Manager ("VGT Airport Manager") at 702-261-3804 to schedule any maintenance activities. A written maintenance work plan must be submitted by Licensee to the VGT Airport Manager when scheduling any maintenance activities, which summarizes the full names and date of birth for maintenance staff, location of work, description of work, work day(s) and time(s), list of equipment, and disclosure of any impacts to Airport operations.

3. All inspections, maintenance and foreseeable repairs shall be performed in a manner, which, to the extent reasonable under the then existing circumstances, minimizes disruption to Airport operations.
4. Any large overhead equipment to be used onsite must be approved by the Federal Aviation Administration ("FAA") by filing and submitting a 7460-1 form 30 days in advance via the Obstruction Evaluation – Airport Space Analysis website (<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>) and receiving a "Determination of No Hazard to Air Navigation" from the FAA.
5. The active airspace over the Airport must be considered whenever Licensee intends to utilize large overhead equipment for maintenance or repair activities since temporary vertical obstructions can disrupt Airport operations. Licensee must supply the FAA determination to the VGT Airport Manager prior to using any large overhead equipment on the Airport Property.

ARTICLE D - NON-SCHEDULED UTILITY EMERGENCY MAINTENANCE

1. Unforeseen problems such as Facilities breaks may require non-scheduled emergency access on the Airport Property during non-standard business days and hours. Emergency access shall be made via the main gate located northwest of the Mormon Mesa Road and Cooper Street intersection.
2. Prior to entering the Airport Property during a utility emergency, Licensee must contact the Airport Control Center ("ACC") at 702-261-5125. The ACC is in operation 24-hours a day, 7-days week, 365-days a year. The ACC will notify the VGT Airport Manager of the emergency access.
3. Emergency access is limited to Licensee Authorized Staff, as defined below in Article E(2)(b). Licensee Authorized Staff are to enter the Airport Property by swiping Aviation gate access cards at the card reader located at the main gate. All other Licensee staff must remain under escort by Licensee Authorized Staff. After performing emergency utility maintenance or repairs, and prior to exiting the Airport Property, Licensee personnel must contact the ACC and VGT Airport Manager to inform them the work is complete and that personnel will be exiting via the same gate used for entry.
4. The Airport is operational 24-hours, 7-days a week. Upon entering the Airport Property, Licensee must adhere to all safety regulations and remain clear of all active taxiways and runways, as well as any parked or moving aircraft located on the apron. Any accident or incident caused directly or indirectly by Licensee employees must be reported to the ACC immediately.

ARTICLE E - SECURITY ACCESS AND TRAINING

1. The Airport is a remote facility located in Moapa Valley, Nevada. The travel distance between Las Vegas and Moapa is approximately 60 miles and the commute time is an estimated 45-minutes. Due to the nature of the Airport operations, full time Aviation staff is not always available onsite, nor located nearby. In the event of a utility emergency during non-standard business days and hours, there is a possibility of a long delay before Aviation staff arrives at the Airport to escort Licensee staff onto the Airport Property. To mitigate the limited availability of Aviation staff at the Airport, as well as the commute distance between Las Vegas and Moapa Valley, gate access cards will be issued to Licensee Authorized Staff. Licensee acknowledges the issuance of Aviation gate access cards are subject to the following requirements:
 - a. A maximum of four (4) gate access cards will be issued to Licensee Authorized Staff. The Licensee Human Resources Department shall be responsible for maintaining file copies of all issued gate access cards as well as issuing reminders to staff on renewals and training requirements.
 - b. A list of Licensee employees that will be obtaining and/or using gate access cards shall be submitted to the VGT Airport Manager. The list shall include the full names and dates of birth for the Licensee employees (the "Licensee Authorized Staff").
 - c. Licensee must coordinate with the VGT Airport Manager at 702-261-3804 to obtain gate access cards.
 - d. Gate access card applicants must furnish two (2) forms of acceptable federal or state issued identification at the time of application.
 - e. Gate access card applicants are subject to a federal and local law enforcement background check at the time of application. Any prior misdemeanors and/or felonies will result in denial of an Aviation gate access card.
 - f. Gate access card applicants shall complete airfield ramp driving training during the application process and will have to take, and successfully pass, the ramp driving examination with a score of seventy percent (70%) or better. Annual ramp driving re-training will be mandatory in February of each year. Training will be held at the North Las Vegas Airport and Licensee Authorized Staff must attend. Licensee Authorized Staff must contact the VGT Airport Manager to coordinate training dates.
 - g. Only Licensee Authorized Staff are authorized to enter the Airport unescorted.
 - h. Aviation gate access cards shall not be shared or swapped among different Licensee staff members to unlock the entry gate.

- i. Licensee Authorized Staff shall be responsible for safeguarding all Aviation issued gate access cards; lost or stolen gate access cards shall be reported immediately to the ACC at 702-261-5125, 24-hours a day, 7-days a week, and the VGT Airport Manager at 702-261-3804.
- j. Licensee Human Resources Department shall be responsible for collecting Aviation issued gate access cards from any Licensee Authorized Staff who voluntarily separate from Licensee or when employment is terminated. The Licensee Human Resources Department shall be responsible for calling and reporting the gate access cards to the ACC for voiding purposes.

ARTICLE F – NOTICES

1. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by personal delivery (including by any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

For Aviation:

Clark County Department of Aviation

Attn: Director of Aviation

P.O. Box 11005

Las Vegas, NV 89111

Telephone: (702) 261-4525

Email: director@lasairport.com

With a copy to: realestate@lasairport.com

For Licensee:

2. Notice given by personal delivery shall be deemed to have been given upon delivery to the appropriate address upon receipt thereof (or upon refusal of acceptance) or upon electronically confirmed email to the email addresses above, and notice given by U.S. mail shall be deemed to have been given three (3) business days after deposit in the U.S. mail. Each Party may designate from time to time, another address in place of the address set forth above by notifying the other Parties in the same manner as provided in this paragraph. Any Party may change its address to receive notices by giving written notice to the other Party at least five (5) calendar days before the effective date of such change in the manner provided in this paragraph.

ARTICLE G – BREACH, CURE, AND TERMINATION

1. The breach of any condition, covenant, restriction or agreement herein contained in the Agreement shall, at the option of Aviation constitute a default of this Agreement. If Aviation finds Licensee to be in breach of this Agreement, Aviation will submit a notice to cure letter identifying the breach to Licensee. Thereafter, Licensee shall have thirty (30) calendar days from the date of the letter to cure said breach. If the breach is not cured within the thirty (30) day period, Aviation may elect to terminate this Agreement. If such breach is not curable within a (30) day period, Aviation may, but is not required, to provide additional time for Licensee to cure such breach or may elect to terminate this Agreement.
2. If the License Area is no longer needed for the Facilities as evidenced by Aviation and Licensee executing and recording a written relinquishment, Aviation may terminate this Agreement upon thirty (30) calendar days' written notice to Licensee.
3. Upon termination of this Agreement, howsoever caused, Licensee shall, at its sole expense, if requested by the Aviation within ninety (90) calendar days of such termination, remove the Facilities from the Airport Property as solely determined by Aviation within one hundred eighty (180) calendar days of such termination and restore the Airport Property to a condition acceptable to Aviation. Licensee shall submit the design for any proposed removal of the Facilities removal to Aviation for review and approval. Licensee shall receive written authorization from Aviation before commencing any activity on the Airport Property related to removing the Facilities and comply with all terms and conditions outlined in the authorization letter.
4. This Agreement is revocable at will. This Agreement shall be in full force and effect from the Effective Date and shall continue in perpetuity, unless revoked by Aviation. However, this Agreement may be terminated by the Board of County Commissioners or Aviation with or without cause, upon one hundred and eighty (180) calendar days' written notice. Licensee understands and agrees that it waives any rights it may have and that it has no cause of action or right of recourse based upon Aviation's election to terminate this Agreement.

ARTICLE H – INSURANCE

1. Licensee, at its own cost and expense, shall obtain and maintain commercial general liability insurance and automobile liability insurance for the duration of this Agreement.

Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form comprehensive general liability, property damage, premises operations, severability of

interest, products and completed operations, and contractual and independent contractors. Licensee shall maintain at all times limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Licensee shall maintain at all times limits of no less than \$1,000,000 combined single limit per person and per occurrence to cover vehicles operating on the Airport Property. Such automobile coverage may be maintained in the form of excess liability coverage.

This notice requirement does not waive the insurance requirements contained herein. Licensee shall provide Aviation with ACORD 25 Certificate of Liability Insurance (most recent form ACORD 25) within ten (10) business days after execution of this Agreement by Licensee. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit Licensee's liability obligations to Aviation.

2. Waivers of subrogation: Licensee agrees to waive all rights of subrogation against Aviation, its employees, and related entities.
3. Primary noncontributory endorsement: Licensee's policies shall be considered primary insurance and any insurance maintained by Aviation is excess and shall not contribute with insurance required of Licensee.
4. Additional Insured Endorsement: Licensee agrees to cause its insurance company to issue a policy endorsement expressly naming CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES are included as an additional insured and shall be named as additional insured on the above policies to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Agreement.
5. Insurance Limits: If Licensee maintains broader coverage and/or higher limits than the minimums specified above, Aviation requires and shall be entitled to the broader coverage and/or higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Aviation.
6. The acceptance of any Certificate of Insurance evidencing the required insurance coverages and limits does not constitute approval or agreement by Aviation that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Aviation retains the right to reject any certificate and endorsements that it believes does not conform to these standards.

7. **Insurance Policies:** Certified copies of all insurance policies shall be provided upon written request to Aviation within ten (10) days of such written request for those copies.

ARTICLE I – IT IS MUTALLY AGREED

1. **Liens.** Licensee shall keep the License Area and Airport Property free and clear of all design professionals' mechanic's or materialmen's liens which may arise out of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair or maintenance on the License Area or arising out of any other activities or work on the License Area. To the extent any such liens are recorded against Airport Property or any part thereof, Licensee shall cause such lien to be released and removed within fifteen (15) calendar days of knowledge or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required by statute.
2. **Modification.** Except as provided herein, this Agreement may not be modified or terminated in any manner except by a written document signed by both Parties that expressly amends this Agreement.
3. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as set forth in full.
4. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.
6. **Signatures.** The Parties agree that this Agreement may be electronically signed and that the electronic signature is the same as a handwritten signature for the purposes of validity and enforceability.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in Clark County, Nevada.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended, nor should be construed, to confer upon or give any person or entity not a party to this Agreement, any third party beneficiary rights, property rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not

a party to this Agreement. No other rights are granted to the parties to this Agreement other than those explicitly described.

9. **No Assignments.** Licensee shall not assign its rights or obligations, in whole or in part, under this Agreement, whether by operation of law or otherwise, without the prior written consent from Aviation. At the time of approval of an assignment is requested, Aviation may, in its sole discretion, accept the assignment or terminate this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

AVIATION

Licensee

Signature: _____ Signature: _____

Name: Rosemary A. Vassiliadis Name: _____

Title: Director of Aviation Title: _____

APPROVED AS TO FORM:

By: _____

Name: Tim Baldwin

Title: Deputy District Attorney

Exhibit "A"
Airport Property

SAMPLE

Exhibit "B"
Licensee Facilities on Airport Property

SAMPLE

Exhibit "C"
License Area

SAMPLE