

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>				Approx. 14		
<b>Corporate/Business Entity Name:</b> DesertXpress Enterprises, LLC						
<b>(Include d.b.a., if applicable)</b> Brightline West						
<b>Street Address:</b> 3920 W. Hacienda Ave.			<b>Website:</b>			
<b>City, State and Zip Code:</b> Las Vegas, NV 89118			<b>POC Name:</b> Sarah Watterson			
			<b>Email:</b> swatterson@brightlinewest.com			
<b>Telephone No:</b> (516) 659-8788			<b>Fax No:</b> N/A			
<b>Nevada Local Street Address:</b>			<b>Website:</b>			
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		
_____	_____	_____
_____	_____	_____
_____	_____	_____

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 \_\_\_\_\_  
 Signature

Sarah Watterson  
 \_\_\_\_\_  
 Print Name

President  
 \_\_\_\_\_  
 Title

6/13/22  
 \_\_\_\_\_  
 Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**CLARK COUNTY'S NON-OBJECTION FOR NDOT APPROVALS FOR BRIGHTLINE WEST  
TO LOCATE, CONSTRUCT, OPERATE AND MAINTAIN RAILROAD  
TRANSPORTATION FACILITIES WITHIN INTERSTATE HIGHWAY 15 RIGHT-OF-WAY  
FOR THE NEVADA HIGH-SPEED RAIL SYSTEM  
AND ACKNOWLEDGEMENT AND AGREEMENT OF TERMS AND CONDITIONS  
BY BRIGHTLINE WEST**

Clark County's ("County") Non-Objection for NDOT Approvals for Brightline West to Locate, Construct, Operate and Maintain Railroad Transportation Facilities within Interstate Highway 15 Right-of-Way for the Nevada High-Speed Rail System and Acknowledgement and Agreement of Terms and Conditions by Brightline West is set forth as follows:

**RECITALS**

**WHEREAS**, NRS 705.800 declares that the legislative intent of the State of Nevada is to pursue implementation of the Nevada High-Speed Rail System ("NHSRS") connecting southern California with southern Nevada;

**WHEREAS**, the Nevada High-Speed Rail Authority was created as a separate legal entity but an agency of the State of Nevada for purposes of carrying out the provisions of NRS 705.800 to 705.900;

**WHEREAS**, the Nevada High-Speed Rail Authority selected DesertXpress Enterprises, LLC, a Nevada limited liability company, d/b/a Brightline West ("Brightline") as the franchisee, to perform the duties and obligations under NRS 705.870, which includes, but is not limited to, right of way acquisition, engineering, accepting funding from public and private entities, and negotiating with local governments to allow for the construction and implementation of the NHSRS;

**WHEREAS**, the federal Surface Transportation Board has recognized Brightline as a federally regulated interstate rail carrier under 49 U.S.C. 10501(b);

**WHEREAS**, Brightline will construct and operate a private high-speed interstate passenger railroad between Rancho Cucamonga, California and Las Vegas, Nevada that will generally follow the Interstate 15 Freeway right-of-way, approximately 35 miles of which will be constructed in Nevada;

**WHEREAS**, Clark County has a fee interest in properties underlying the Interstate 15 right-of-way located in Township 22 South, Range 61 East, Sections 17 and 20 and known as Clark County Assessor Parcel Numbers 177-17-701-018, 177-20-701-013, 177-20-799-006 and 177-20-799-007 (collectively "County Property");

**WHEREAS**, Brightline desires that a portion of the County Property be used for the location, construction, operation and maintenance of the NHSRS;

**WHEREAS**, Clark County's fee interest in the County Property, articulated in the United States of America Patent Nos. 27-99-0038 (APNs 177-17-701-018) and 27-97-016 (APNs 177-20-701-013, 177-20-799-006 and 177-20-799-007) and, recorded with the Clark County Recorder as instrument number 199904020001654 and 199704180000847, respectively, is subject to those rights for a Federal Aid Highway granted to State of Nevada, Department of Transportation ("NDOT"), its successors or assignees, by right-of-way grant No. Nev-055091, pursuant to the Act of August 27, 1958; (72 Stat. 916);

**WHEREAS**, the County Property is occupied entirely by the Interstate 15 right-of-way;

**WHEREAS**, Clark County acknowledges that NDOT has possession and control of Interstate 15, manages the state rail-planning process, and is authorized to allow the use of Interstate 15 for the NHSRS pursuant to NRS 705.421 to 705.429;

**WHEREAS**, on June 10, 2020, NDOT entered into a Developer Agreement with Brightline, on September 9, 2020 entered into a Design and Construction Agreement with Brightline, and intends to enter into an Operations and Maintenance Agreement with Brightline and issue an Occupancy Permit for the Brightline high-speed rail project;

**WHEREAS**, NDOT's authorization of Brightline's use of Interstate 15 for the NHSRS has been confirmed by the Bureau of Land Management pursuant to a Confirmation of Consent to the use of Public Lands within Interstate Highway 15 Right-of-Way dated February 23, 2021;

**NOW THEREFORE**, the CLARK COUNTY BOARD OF COUNTY COMMISSIONERS hereby determines that it does not object to NDOT approving the use of the Interstate 15 right-of-way within the County Property for the location, construction, operation, use and maintenance of the NHSRS subject to the acknowledgement and agreement by Brightline to the following terms and conditions:

1. Compliance with all applicable state, federal and local laws, regulations, specifications and standards relating to NHSRS;
2. County retains all rights with respect to ownership of the County Property, including, but not limited to, constructing and maintaining a roadway over or under the NHSRS;
3. Nothing in this document may be deemed to grant, convey, create or vest a real property interest;
4. Use of the County Property is subject to the rights of others.

5. Acceptance of the use of the County Property as-is and that the County does not warrant or guarantee the suitability of the County Property or any type of condition on the County Property;
6. County will not be liable for the suitability of the County Property or the condition of the County Property for the NHSRS.
7. County will have no ownership interest or maintenance obligations whatsoever in the NHSRS or other facilities or appurtenances of Brightline.
8. All location, construction, operation, use and maintenance of the NHSRS facilities must be in close coordination with NDOT, the Federal Railroad Administration, California Department of Transportation, the Bureau of Land Management, the Surface Transportation Board, the Federal Highway Administration and any other applicable agency or entity;
9. Compliance with all terms and conditions of any agreements and permits with NDOT, (with it being understood that the execution of this non-objection does not create any third-party beneficiary status for the County in any agreements between Brightline and NDOT);
10. To indemnify, defend and hold harmless Clark County, its officers and employees, from any and all liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the actions, inactions, negligence, errors, omissions, reckless, or intentional misconduct of Brightline, its officers, employees, contractors and agents, with respect to the NHSRS, railroad infrastructure, the railroad design, construction, maintenance, use and operation, and location on the County Property;
11. To name Clark County as an additional insured on the insurance policies it is required by NDOT to maintain and to provide the County with said certificates;
12. No interference with any County-related public uses of the County Property. If such interference should occur, reasonable corrective matters shall be taken to eliminate such interference. In the event that such interference does not cease promptly, it is acknowledged that the continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy, County shall be entitled to seek temporary and permanent injunctions against the breach of this paragraph.
13. No placement or authorization of placement by any other entity of any utilities, pipelines, fiberoptic cables, wire lines, conduits, or fences unrelated to the NHSRS on the County Property without the County's prior written consent.
14. No liens, restrictions, covenants, conditions or encumbrances shall attach to the County Property. However, should any lien be placed on County Property in relation to the NHSRS, Brightline will cause to be removed any and all liens of any nature

including, but not limited to, liens arising out of or because of any construction or installation performed by or on behalf of Brightline or any of its contractors or subcontractors upon County Property or arising out of or because of the performance of any work or labor to it or them at said County Property or the furnishing of any materials to it or them for use at said County Property. Should any such lien be made or filed, Brightline will bond against or discharge the same within thirty (30) days after written request by County.

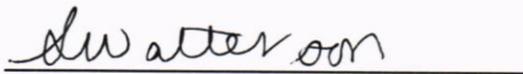
15. No hazardous material (as defined by applicable laws) shall be caused or permitted to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the County Property or transported to and from the County Property in violation of any environmental rules, regulations, ordinances or laws.
16. Modification or adjustment to the NHSRS on the County Property if the Clark County Board of County Commissioners determines that is necessary to resolve an issue of the health, safety or welfare of the public, to the extent that jurisdiction for such topics lies with the County.
17. Upon termination or abandonment of the NHSRS, the NHSRS and related facilities and appurtenances shall be removed, and the County Property returned to its condition prior to the construction of the NHSRS, in accordance with NDOT agreements and requirements.
18. Any successors or assigns to the NHSRS must acknowledge and agree to the above terms and conditions in writing.
19. The County retains all rights and remedies, legal and equitable, with respect to enforcement of the above terms and conditions.

**ACKNOWLEDGEMENT AND AGREEMENT OF TERMS AND CONDITIONS BY BRIGHTLINE WEST**

DesertXpress Enterprises, LLC, a Nevada limited liability company, d/b/a Brightline West hereby acknowledges, accepts and agrees to the above stated terms and conditions.

DATED this 9th day of June, 2022.

DesertXpress Enterprises, LLC, a Nevada limited liability company, d/b/a Brightline West



By: Sarah Watterson

Title: President

**[Clark County Signatures on the Following Page]**

CLARK COUNTY, NEVADA

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James B. Gibson  
Chair, Board of County Commissioners

ATTEST:

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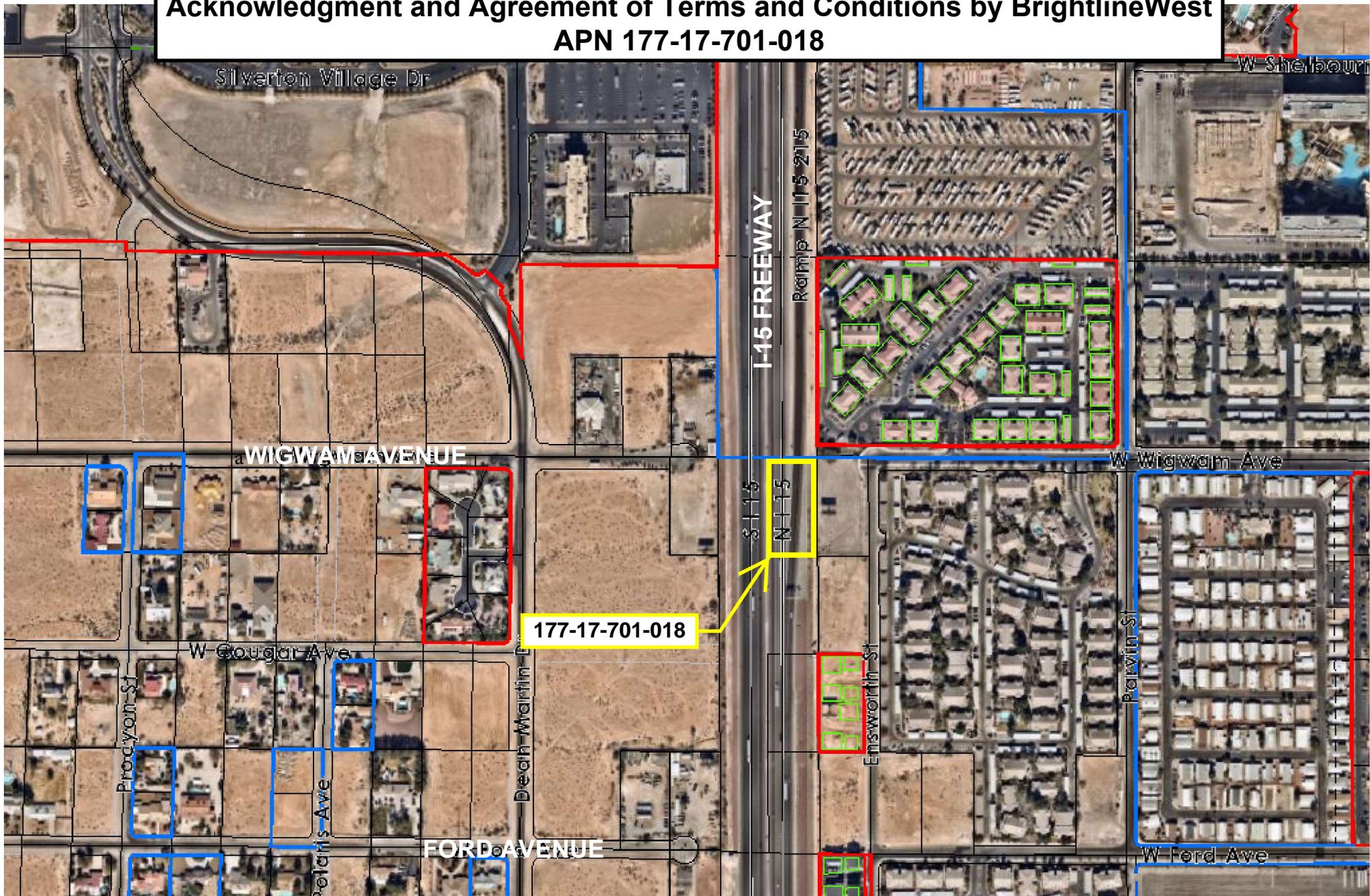
Lynn Marie Goya  
County Clerk

APPROVED AS TO FORM:

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Laura C. Rehfeldt  
Chief Deputy District Attorney

**Non-Objection to NDOT Approvals for BrightlineWest and  
Acknowledgment and Agreement of Terms and Conditions by BrightlineWest  
APN 177-17-701-018**



**Non-Objection to NDOT Approvals for BrightlineWest and  
Acknowledgment and Agreement of Terms and Conditions by BrightlineWest  
APNs 177-20-701-013, 177-20-799-006 and 177-20-799-007**

