

APN: 162-21-202-004

**When recorded, return to:**

Clark County Department of Public Works  
Denis Cederburg, Director  
500 South Grand Central Pkwy  
2nd Floor, #2066  
Las Vegas NV 89106

**LICENSOR CONSENT, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Licensor Consent, Assignment and Assumption Agreement (this "Agreement") is entered into as of the 20th day of July, 2021 by and among County of Clark, a political subdivision of the State of Nevada ("Licensor"); Las Vegas Facility Holdings LLC, a Nevada limited liability company ("Licensee"); and Valley Health System, LLC ("Assignee"). Each of the foregoing may be referred to herein individually as a "Party" and collectively as the "Parties."

**BACKGROUND**

- A. Licensor and Licensee entered into that certain Revocable License and Maintenance Agreement dated December 12, 2017, recorded January 09, 2018 in Book 20180109 as Instrument No. 00183 in the Office of the County Recorder, Clark County, Nevada ("License Agreement"), attached hereto as Exhibit A, pursuant to which Licensor permitted Licensee to place and maintain certain non-standard improvements on County's Right-of-Way, also referred to as County's Property, as defined in the License Agreement, subject to the terms and conditions of the License Agreement.
- B. Licensee and Assignee are parties to that certain Asset Purchase Agreement dated May 25, 2021 ("APA") pursuant to which, upon Closing as defined in the APA and expected no later than July 31, 2021, Assignee shall purchase substantially all of the assets of Licensee, including without limitation the property located at 150 E. Harmon Avenue, Las Vegas, Nevada, Assessor's Parcel Number 162-21-202-004 ("Real Property").
- C. Licensee desires to assign and delegate, and Assignee desires to assume, all of Licensee's rights and obligations pursuant to the License Agreement ("Assignment").
- D. Pursuant to Section 15 of the License Agreement, the written consent of the Licensor is required for the Assignment.
- E. The Parties now enter into this Agreement to document Licensor's consent to Assignment and the assignment and assumption of the License Agreement from Licensee to Assignee pursuant to the terms and conditions below, with such Assignment to be effective as of the date of the conveyance of the Real Property from Licensee to Assignee ("Effective Date").

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises set forth herein and intending to be legally bound, the Parties agree as follows:

1. Incorporation. The Background set forth above are, by this reference, incorporated into and deemed part of this Agreement.
2. Assignment. Effective as of the Effective Date, pursuant to the terms of the APA and subject to the terms herein, Licensee hereby grants, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of Licensee's right and interest in and to, including the cash deposit referenced in Section 7 of the License Agreement ("Cash Deposit"), and delegates its obligations under, the License Agreement free and clear of any liens or encumbrances, to have and to hold the above rights and interests by Assignee, its successors and assigns, forever subject to the terms and conditions set forth therein.
3. Acceptance. Assignee hereby accepts the foregoing Assignment of the License Agreement, and assumes all rights and obligations of Licensee in the License Agreement to the extent arising on or after the Effective Date, and relating solely to activities or matters occurring on or after the Effective Date.
4. Obligations. As between the Licensee and Assignee, (i) all rights and obligations under the License Agreement arising, accruing or relating to the period before the Effective Date shall be the responsibility of Licensee; and (ii) all obligations under the License Agreement arising, accruing or relating to the period on and after the Effective Date shall be the responsibility of Assignee.
5. Representations and Warranties of Assignee. As an inducement to Licensor and Licensee to execute and deliver this Agreement, Assignee makes the following representations and warranties to Licensor and Licensee, each of which is true and correct on the Effective Date and shall survive the consummation of the transactions contemplated hereby.
  - a. Organization. Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization.
  - b. Corporate Power. Assignee has all requisite corporate power and authority to execute and deliver this Agreement and any other documents and instruments to be executed and delivered by such party pursuant hereto and to carry out the transactions contemplated hereby.
  - c. Authority. The execution and delivery of this Agreement and any other documents and instruments to be executed and delivered by Assignee pursuant hereto or the consummation of the transactions contemplated hereby and thereby have been duly authorized by Assignee. No other or further corporate act or proceeding on the part of Assignee is necessary to authorize this Agreement or any other documents and instruments to be executed and delivered by Assignee pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, any other documents and instruments to be executed and delivered by Assignee pursuant hereto will constitute valid and binding agreements of Assignee enforceable in accordance

with the respective terms of such agreements.

- d. Notification of Closing. Assignee agrees to notify Licensor in writing within five business days after Closing, as defined by the APA, which will be no later than July 31, 2021.
6. Representations and Warranties of Licensee. As an inducement to Licensor and Assignee to execute and deliver this Agreement, Licensee makes the following representations and warranties to Licensor and Assignee, each of which is true and correct on the Effective Date and shall survive the consummation of the transactions contemplated hereby.
    - a. Organization. Licensee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.
    - b. Corporate Power. Licensee has all requisite corporate power and authority to execute and deliver this Agreement and the other documents and instruments to be executed and delivered by Licensee pursuant hereto and to carry out the transactions contemplated hereby.
    - c. Authority. The execution and delivery of this Agreement and any other documents and instruments to be executed and delivered by Licensee pursuant hereto or the consummation of the transactions contemplated hereby and thereby have been duly authorized by Licensee. No other or further corporate act or proceeding on the part of Licensee is necessary to authorize this Agreement or any other documents and instruments to be executed and delivered by Licensee pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, any other documents and instruments to be executed and delivered by Licensee pursuant hereto will constitute, valid and binding agreements of Licensee, enforceable in accordance with the respective terms of such agreements.
    - d. Full Force and Effect. The License Agreement is in full force and effect and is a valid and binding agreement enforceable against Licensee, and to Licensee's knowledge, the Licensor in accordance with the terms of the License Agreement.
    - e. Default. Licensee is not in default in any material respect under the License Agreement, nor has any event or omission occurred that, through the passage of time or the giving of notice, or both, would constitute a default in any material respect thereunder or give rise to an automatic termination cause or the acceleration of any of Licensee's obligations thereunder or result in the creation of any lien on the License Agreement.
  7. Representations and Warranties of Licensor. Licensor represents, warrants and covenants to Assignee that as of the date Licensor signed below ("Licensor Execution Date"):
    - a. The attached Exhibit A is a true, correct and complete copy of the above-referenced

License Agreement, including any amendments. The License Agreement has not been further amended.

- b. Licensor hereby consents to the Assignment of the License Agreement to Assignee as of the Effective Date.
- c. The cash deposit referenced in Section 7 of the License Agreement and any other amounts required to be paid by Licensee under the License Agreement are current and have been paid in full. The current value of the Cash Deposit is \$5,000.00, with no payments due as of the date signed below.
- d. The License Agreement has been duly authorized, executed and delivered by Licensor and to its knowledge, by Licensee and is in full force and effect, and contains the entire agreement between Licensor and Licensee with respect to the license of the County's Right-of-Way.
- e. The term of the License Agreement commenced as of December 12, 2017. The current term is effective from December 12, 2017 until terminated in accordance with the terms of License Agreement.

8. Miscellaneous.

- a. Third Parties. This assignment shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors-in-interest and assigns.
- a. No Waiver. No failure to exercise and no delay by any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.
- b. Prior Agreements. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.
- c. Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be enforceable as if the unenforceable provisions were omitted.
- d. Modification. No change or modification of this Agreement shall be valid unless the same be in writing and signed by Licensor and Assignee.
- e. Construction. The descriptive headings of the several Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

- f. Law Governing Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to Nevada choice of law or conflicts of law rules.
- g. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- h. Notices. All notices or other written communications under this Agreement shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) upon delivery by any reputable overnight courier service, or (iii) upon delivery if sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth below:

If to Licensor:

County of Clark, Nevada  
Department of Public Works  
500 S. Grand Central Parkway  
Las Vegas, NV 89155-4000  
Attn: Denis Cederburg, Director

If to Licensee:

Las Vegas Facility Holdings LLC  
2701 Werlein  
Houston, TX 77005  
Attn: Brian Orsak

If to Assignee:

Valley Health System, LLC  
c/o Universal Health System, LLC  
Universal Corporate Center  
367 South Gulph Road  
King of Prussia, PA 19406  
Attn: Deputy General Counsel


[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**LICENSOR**  
**Clark County**

By: \_\_\_\_\_  
Name: Marilyn Kirkpatrick  
Title: Chair, Board of County Commissioners

**LICENSEE**  
**Las Vegas Facility Holdings, LLC**


By:   
Name: Brian Orsak  
Its: Manager

**ASSIGNEE**  
**Valley Health System, LLC**

By: Valley Hospital Medical Center, Inc.,  
a Nevada corporation, its sole member

By:   
Name: STEVE FULTON  
Its: VICE PRESIDENT

**APPROVED AS TO FORM:**

By:   
Name: Laura C. Rehfeldt  
Title: Deputy District Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**LICENSOR**  
**Clark County**


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

**LICENSEE**  
**Las Vegas Facility Holdings, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE**  
**Valley Health System, LLC**

By: Valley Hospital Medical Center, Inc.,  
a Nevada corporation, its sole member

By:   
Name: STEVE FILTON  
Its: VICE PRESIDENT

**EXHIBIT A**  
**LICENSE AGREEMENT**

See Attached.

4832-4598-9616, v. 1



# EXHIBIT "A"

APN 162-21-202-004

WHEN RECORDED, RETURN TO:  
Clark County Department of Public Works  
Attention: Denis Cederburg, Director  
500 South Grand Central Parkway, Suite 2066  
Las Vegas, Nevada 89155-4000

Inst #: 20180109-0000183  
Fee: \$0.00  
01/09/2018 08:27:36 AM  
Receipt #: 3291730  
Requestor:  
PUBLIC WORKS CLARK COUNTY  
Recorded By: DROY Pgs: 26  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: FRONT COUNTER  
Ofc: MAIN OFFICE

## REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This **REVOCABLE LICENSE AND MAINTENANCE AGREEMENT** (this "Agreement") is made and entered into this 12TH day of DECEMBER, 2017, by and between **LAS VEGAS FACILITY HOLDINGS LLC** (the "LICENSEE") and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada (the "COUNTY"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

### RECITALS

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

**WHEREAS**, the LICENSEE is the owner of the properties located on **150 E Harmon Avenue, Las Vegas, Nevada**, Assessor's Parcel Number(s) **162-21-202-004**, and more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein;

**WHEREAS**, the LICENSEE desires to construct and maintain non-standard improvements consisting of **landscaping within the right-of-way** owned by the COUNTY, legally described in Exhibit "B," attached hereto and by this reference incorporated herein (the "County's Right-of-Way");

**WHEREAS**, the LICENSEE had a Land Use Application, **UC-0438-17**, before the Clark County Board of County Commissioners on **July 19, 2017** that approved the installation of non-standard improvements in the public right-of-way and required the signing of a Revocable License and Maintenance Agreement; and

**WHEREAS**, the COUNTY will allow the LICENSEE to place and maintain such non-standard improvements in the County's Property, subject to the terms and conditions of this Agreement.

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

## **SECTION 1: LICENSE AND PERMIT**

The LICENSEE understands and agrees that the license granted herein is a privilege which can be revoked by the COUNTY at any time for any reason, with or without cause. Based on this underlying premise, the COUNTY hereby grants to the LICENSEE, subject to the terms and conditions stated in this Agreement, a revocable license to construct, and/or install, operate, and maintain within the County Property, non-standard improvements consisting of landscaping within the right-of-way. A depiction and description of the Improvements are set forth in Exhibit "C," attached hereto and by this reference incorporated herein, and hereinafter referred to as "Improvements". The LICENSEE is only authorized to place the Improvements depicted in the locations and permitted in areas set forth in Exhibit "C." The LICENSEE agrees that it shall not construct or engage in any other improvements except for the Improvements set forth and depicted and described in Exhibit "C."

This Agreement only authorizes construction, installation, operation, maintenance, and repair activities of the Improvements on the County Property. Prior to any construction, installation, operation, maintenance and/or repair activities of the Improvements on the County Property, the LICENSEE shall submit detailed plans to the COUNTY, as required by the COUNTY, for approval and shall secure all necessary permits required by the COUNTY.

This Agreement is subject to all outstanding superior rights of any party to the County Property, and is made without covenant by the COUNTY of any title to or for quiet enjoyment of the County Property.

LICENSEE agrees that it shall not construct or engage in other improvements other than the Improvements set forth in Exhibit "C" in the permitted areas of the County Property.

## **SECTION 2: INSTALLATION AND MAINTENANCE**

LICENSEE shall, at its sole cost and expense, furnish all labor, equipment, and materials for the installation, operation, maintenance, and/or repair of the Improvements. All work, including maintenance, is to be performed to the satisfaction of the COUNTY, in compliance with all applicable codes, permits, ordinances, rules, specifications, regulations, and standards of the COUNTY, and all applicable laws, statutes, rules, and regulations of the State of Nevada and the United States, and in such a manner such as to pose no risk of danger to persons or property, no interference with the use of public streets (except for the County Property as allowed pursuant to this Agreement), off-site improvements, other public property and right-of-way, and no interference with the rights or reasonable convenience of the owners of property which adjoins any of the public streets, right-of-way and/or the County Property and/or other COUNTY owned property.

LICENSEE shall, at its sole cost and expense, install, operate, maintain, and repair the Improvements. The Improvements shall be installed, operated, maintained, repaired, and used so as not to interfere with the installation, operation, maintenance or use of the street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas,

power lines, cable television, telephone lines, that have been or may be installed, maintained, used or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose, and shall be placed on and/or in the County Property per approved submitted plans.

**LICENSEE** shall not install, operate, maintain, repair or use the Improvements in such a manner as to damage or interfere with any existing or future water, sewer, gas, telephone, telegraph, power, electric or cable television facilities or electric light, heat or power lines owned by another.

Prior to any installation, operation, maintenance, and/or repair of said Improvements on the County Property, a plan shall be submitted by the **LICENSEE** to the **COUNTY** for approval and permit issuance upon acceptance by the **COUNTY**. All installation, operation, maintenance, and/or repair performed by the **LICENSEE** shall be performed in a manner acceptable to the **COUNTY**. All of said installation, operation, maintenance, and/or repair performed by the **LICENSEE** shall also be in compliance with the terms and conditions of this Agreement, the permits, all applicable state, county and federal laws, codes, rules, regulations, standards, and specifications. Installation, operation, maintenance and/or repair shall include, but is not limited to, the following additional conditions and restrictions:

- a) Improvements shall not interfere with public or private improvements, including but not limited to, utilities; and
- b) Compliance with Clark County Department of Air Quality regulations, including but not limited to, providing dust mitigation; and
- c) Foliage, if installed within sight visibility zones, shall have a maximum height of twenty-four inches (24") unless otherwise approved in writing by the **COUNTY**; and
- d) Foliage, if installed, shall not interfere with traffic control devices within and adjacent to the abutting roadway; and
- e) Irrigation systems, if used, shall be constructed, operated, and maintained to avoid water placement on and/or under the roadway's paved surfaces, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements. A drip type irrigation system is to be installed if water is needed within or adjacent to roadway and/or sidewalk improvements; and
- f) Vegetation shall not be allowed to extend onto or over roadway, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements, and shall not constitute a fire hazard; and

- g) The LICENSEE's construction and maintenance activities shall not interfere with the COUNTY's, or any public body governed by the Board of County Commissioners, or any others who have rights on the County's Right-of-Way, ability to install, maintain or use the existing and future improvements, including, but not limited to, street lighting system, traffic control system, sidewalks, water supply and distribution system, sanitary sewer collection system, and storm water collection and transmission system; and
- h) All surface drainage features required shall be maintained and kept slip free to prevent blockage of any conduit or slippery surface conditions; and
- i) No advertising shall be conducted on, above or within the County's Right-of-Way.

### **SECTION 3: CONDITIONS OF COUNTY PROPERTY OCCUPANCY**

A. The license granted herein is subject to LICENSEE complying with all terms and conditions of this Agreement, including, but not limited to, the proper operation, maintenance and/or repair of the Improvements outlined in Section 2 herein. Further, LICENSEE agrees that this Agreement is limited to the Improvements set forth herein and described in Exhibit "C." LICENSEE shall not engage in any activities or improvements on the County Property that is not defined in this Agreement.

B. The COUNTY reserves the right to utilize the County Property or allow others to utilize the County Property as the COUNTY deems appropriate, in its sole discretion. The COUNTY further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, perform civil work or maintain the surface or subsurface improvements located within or under the County Property, including the area of the Improvements, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses or overpasses. The COUNTY may further develop the property over which the license is granted which may require future excavation, construction, roadways, roadway construction, use, repairs, re-grading, widening, realigning, maintenance, civil work, and other activities which may require LICENSEE to adjust, demolish, reconstruct, reinstall, modify, remove, repair or relocate any or all of its Improvements across and/or within the County Property.

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

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

D. Notwithstanding any other provision in this Agreement, in the event that the LICENSEE's installation, operation, maintenance, and/or repair of the Improvements are the cause of damage or disturbance to the surface or subsurface of the County Property, public road, right-of-way or adjoining public property, then, after receipt of written notice to LICENSEE by the Director of Public Works or its designee, LICENSEE shall immediately, at its own cost and expense, and in a manner approved by the COUNTY, correct said damage or disturbance. If the repair or replacement is not completed within a reasonable time or does not meet the COUNTY's adopted quality control standards, the COUNTY has the right to perform the work or have the work performed and LICENSEE will reimburse the COUNTY for all costs incurred.

E. In addition to and not in lieu of the rights of termination under Section 8 below, and except as provided in Sections 3D, 3G, and 3H, herein (when immediate action is required or an emergency event exists), LICENSEE shall, within thirty (30) calendar days after receiving written notice from the Director of Public Works or its designee, to adjust, demolish, reconstruct, modify, remove, relocate or repair the Improvements, present to said Director of Public Works a copy of a signed order for the purchase of all materials necessary for the completion of the required action and shall within twenty (20) business days thereafter, or such shorter time as may be reasonable, and after obtaining the necessary permit(s) to do so, complete the required action at LICENSEE's sole cost and expense. If LICENSEE fails to complete the required action, the COUNTY may, at its option, take the appropriate action at the sole cost and expense of LICENSEE.

**LICENSEE** shall be responsible for all damages, to whomever, caused by **LICENSEE's** failure to adjust, demolish, reconstruct, remove, modify, repair or relocate any Improvements within the time periods set forth herein.

F. If the **COUNTY** requests the **LICENSEE** to permanently remove any or all portions of the Improvements then the **LICENSEE's** license for that portion(s) of the public right-of-way containing such Improvements is thereby revoked.

G. Notwithstanding any other provision contained in this Agreement, in the event immediate action, as determined by the Director of Public Works or its designee, is required for the adjustment, demolition, reconstruction, reinstallation, modification, removal, repair or relocation of any or all of its Improvements as provided for in or under the circumstances described in Sections 3B and 3C of this Agreement, **LICENSEE** hereby agrees to immediately (upon notice thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the **COUNTY** at its option may, at the expense of the **LICENSEE**, adjust, demolish, remove, replace, repair or reconstruct said Improvements if **LICENSEE** fails to take immediate action. **LICENSEE** agrees to pay the **COUNTY** for all costs and expenses incurred by the **COUNTY** associated therewith within thirty (30) calendar days of receipt of a bill from the **COUNTY**.

H. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety or welfare (an "Emergency Event"), whether or not caused by **LICENSEE** or the Improvements, as determined by the Director of Public Works or its designee, the **LICENSEE** hereby agrees to immediately (upon notice thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the **COUNTY** at its option may, at the expense of the **LICENSEE**, adjust, demolish, remove, replace, repair or reconstruct said Improvements if said Improvements cause or contribute to an Emergency Event. **LICENSEE** agrees to pay the **COUNTY** for all costs and expenses incurred by the **COUNTY** associated therewith within thirty (30) calendar days of receipt of a bill from the **COUNTY**.

#### **SECTION 4: LIABILITY AND INDEMNIFICATION**

**LICENSEE**, or its successors in interest, shall indemnify, defend, and hold harmless the **COUNTY** and its officers, agents, employees, and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, attorneys' fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss or destruction of property whatsoever when such injury, death, loss, destruction or damage is due to or arising from or as a result of or connected to: 1) the Improvements; 2) any work, action or inaction by the **LICENSEE**, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Improvements and this Agreement; 3) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation,

modification or reconstruction of the Improvements; 4) **LICENSEE's** obligations or rights set forth in this Agreement; 5) this Agreement, including, but not limited to, **COUNTY** approvals, decisions, and determinations made relating to this Agreement; and 6) work, actions, inactions and/or occurrences, including those that may pre-date this Agreement, and are related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

**LICENSEE** hereby agrees that it will be responsible for all actions, inactions, occurrences and/or liabilities, including, but not limited to, those that may pre-date this Agreement, related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

At its option, the **COUNTY** may elect to hire an attorney and/or attorneys to defend the **COUNTY**, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements, and arbitrations. If the **COUNTY** exercises this option, **LICENSEE** agrees that **LICENSEE** remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, attorneys' fees, costs of suit, costs of appeal, and expert witness fees. **COUNTY** may at any time compromise or settle any claim, cause of action, suits and/or arbitration if **COUNTY** pays the settlement or compromise amount; provided, however, that **COUNTY** and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate **LICENSEE** for the payment of money or to take any action without **LICENSEE's** prior approval. Notwithstanding the above, if it is determined that **LICENSEE** fails to indemnify or defend the **COUNTY** and if it is determined that the **COUNTY** is legally liable to the Party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then **LICENSEE** is liable to the **COUNTY** for that amount, plus all fees and costs as set forth in this Section 4. **LICENSEE** agrees, within thirty (30) calendar days of receipt of billings from the **COUNTY** to pay all attorneys' fees and such other costs and/or expenses as required by the **COUNTY** in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

**LICENSEE** also agrees to repair and/or restore, to the satisfaction of the **COUNTY**, any damage sustained to private property and the public property, including, but not limited to, County Property, caused by the **LICENSEE**.

This Section 4 survives termination of this Agreement.

**LICENSEE** agrees that the **COUNTY** will not be liable or responsible for any damage or injury to the Improvements.

#### **SECTION 5: INSURANCE POLICY**

**LICENSEE**, at its own cost and expense, shall obtain and maintain commercial general liability insurance naming the **COUNTY**, its officers, employees, volunteers, and agents as

additional insured's 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 Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the **LICENSEE** must provide for a 30-day calendar notice to the **COUNTY** before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. **LICENSEE** shall provide the **COUNTY** with ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09) 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 the **COUNTY**. Attached as Exhibit "D" is an ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09), evidencing said compliance with this Section 5.

#### **SECTION 6: REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON TERMINATION**

Upon termination of this Agreement, the **LICENSEE** shall, at its sole expense, if requested by the **COUNTY**, remove or relocate all Improvements from the County Property in accordance with the provisions of Sections 3D, 3E, 3F, 3G or 3H of this Agreement, as applicable as solely determined by the **COUNTY**. Prior to such removal, relocation and/or replacement of improvements, **LICENSEE** shall secure, at its sole expense, all permits and approvals required by **COUNTY**. Upon termination, **LICENSEE** agrees to clean the County Property and remove all trash and debris.

#### **SECTION 7: CASH DEPOSIT**

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



pursuant to this Agreement, the COUNTY shall not be liable to the LICENSEE for any damages sustained by the LICENSEE for or on account of such removal.

This Section 7 survives termination of this Agreement except, upon termination of this Agreement, the cash deposit or any portion of the cash deposit, as solely determined by the COUNTY, shall be returned to the LICENSEE so long as the COUNTY, in its sole discretion, determines that the cash deposit will not be needed for the purposes set forth herein.

#### **SECTION 8: TERMINATION ON BREACH AND WAIVER OF BREACH**

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

#### **SECTION 9: TERMINATION ON NOTICE**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by the Board of County Commissioners, with or without cause and regardless of the nature of the improvement made by LICENSEE, upon ten (10) calendar days written notice to the LICENSEE.

At the time of termination, LICENSEE shall comply with Section 6 of this Agreement and, if requested by the COUNTY, have the Improvements removed or relocated in accordance with the provisions of Sections 3D, 3E, 3F, 3G or 3H of this Agreement, as applicable as solely determined by the COUNTY, and/or replaced with standard improvements as required by the COUNTY. LICENSEE understands and agrees that it has no cause of action or right of recourse based upon the COUNTY's election to terminate this Agreement.

#### **SECTION 10: EFFECTIVE DATE**

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

#### **SECTION 11: NOTICES**

All notices under this Agreement shall be in writing and sent by personal delivery, express, priority or certified mail, postage prepaid, return receipt requested to the address set forth below. Notice shall be considered received on the latest original delivery or attempted

delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either Party may change these addresses by giving notice as provided above.

**COUNTY:**

County of Clark, Nevada  
Attention: Denis Cederburg, Director  
Department of Public Works  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155-4000

**LICENSEE:**

Las Vegas Facility Holdings LLC  
Attention: Brian Orsak  
2701 Werlein  
Houston, TX 77005

**SECTION 12: INDEPENDENT CONTRACTOR**

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

**SECTION 13: PARTIES AND INTERESTS**

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

**SECTION 14: COVENANT NOT TO SUE**

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

**SECTION 15: SUCCESSORS AND ASSIGNS / NON ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, successors in interest and permitted assigns. Notwithstanding the previous sentence, LICENSEE shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY. At the time of approval of an assignment is requested, the Board of County Commissioners may, in its sole discretion, accept the assignment or terminate this Agreement and require the LICENSEE to comply with the requirements of Section 6 of this Agreement.

## **SECTION 16: INTEGRATION AND MODIFICATION**

This Agreement sets forth the entire understanding between the Parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements, and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of authorship of any of the provisions of this Agreement.

## **SECTION 17: JOINT AND SEVERAL LIABILITY**

In the event that more than one (1) person or entity is defined as **LICENSEE** under this Agreement, all such persons and/or entities defined as **LICENSEE** shall be jointly and severally liable for the terms, conditions, obligations, and duties of this Agreement, as set forth herein.

## **SECTION 18: SIGNAGE**

**LICENSEE** hereby agrees that commercial advertising is prohibited on any facility or structure within public right-of-way, including the County Property. Any signage or symbology must be approved by the **COUNTY** and must be in accordance with federal, state, and local laws, ordinances, and codes, including, but not limited to, Nevada Revised Statute 484.287 and the Manual on Uniform Traffic Control Devices, or as approved by the **COUNTY** in Section 2(a) of this Agreement.

## **SECTION 19: COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the Parties hereto.

## **SECTION 20: HEADINGS**

The headings of the sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

## **SECTION 21: GOOD FAITH NEGOTIATIONS**

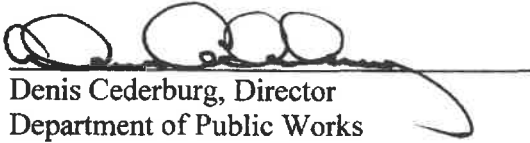
The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this

Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution and approval by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Clark County, a political  
subdivision of the State of Nevada

Las Vegas Facility Holdings LLC  
a Nevada limited liability company


  
\_\_\_\_\_  
Denis Cederburg, Director  
Department of Public Works

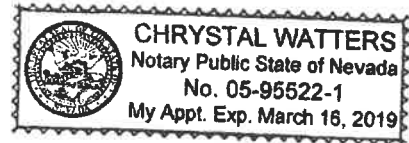
  
\_\_\_\_\_  
Brian Orsak, Officer

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF CLARK     )

On this 12<sup>th</sup> day of December, 2017, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Brian Orsak, who acknowledged to me that    he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State  
Clark Nevada  
My Commission expires: March 16, 2019  
{SEAL}



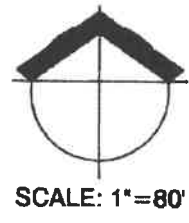
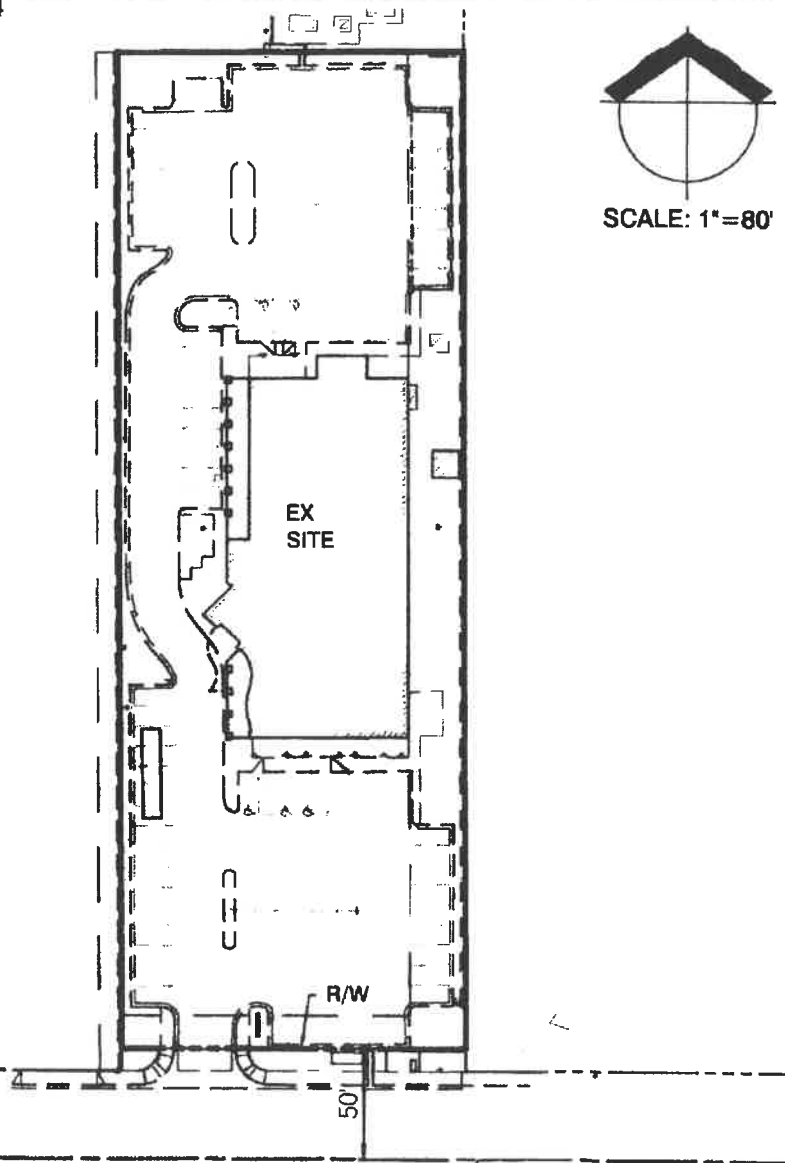
**EXHIBIT "A"**  
**LICENSEE'S PROPERTY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH,  
RANGE 61 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT ONE (1) AS SHOWN BY THE MAP THEREOF IN FILE 13 OF PARCEL MAPS, PAGE 40, IN THE  
OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

APN: 162-21-202-004  
150 HARMON AVE



**HARMON AVENUE**  
(PUBLIC)

**RIETZ CONSULTING, INC.**  
3060 E. POST ROAD #110  
LAS VEGAS, NV 89120  
PH: (702) 521-3355

**EXHIBIT "A":**  
LYING WITHIN THE NW 1/4 OF SECTION 21,  
TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.,  
CLARK COUNTY, NEVADA.

PAGE 1 OF 1

**EXHIBIT "B"**  
**COUNTY'S RIGHT OF WAY AND AREA OF NON-STANDARD**  
**IMPROVEMENTS**



**APN# 162-21-202-004**

**EXHIBIT "B"**

**EXPLANATION:** THIS DESCRIPTION REPRESENTS AN AREA OF LAND TO BE DEDICATED AS RIGHT-OF-WAY.

**DESCRIPTION**

THE SOUTH 10.00 FEET OF PARCEL 1 OF FILE 13, PAGE 40 OF PARCEL MAPS, CLARK COUNTY OFFICIAL RECORDS, IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA;

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ERIC J. RIETZ, PLS

NEVADA LICENSE NO. 16350

RIETZ CONSULTING  
3060 E POST RD., SUITE 110  
LAS VEGAS, NV 89120  
PHONE: 702.521-3355

APN: 162-21-202-005  
PARCEL 1 OF FILE 81, PAGE 21  
OF PARCEL MAPS



SCALE: 1"=30'

10' LANDSCAPE  
AREA

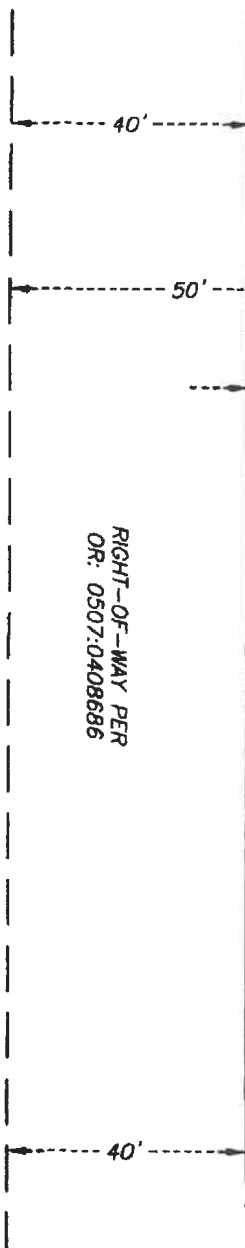
APN: 162-21-202-004  
PARCEL 1 OF FILE 13,  
PAGE 40 OF PARCEL MAPS

APN: 162-21-202-007  
PARCEL 2 OF FILE 1, PAGE 35 OF PARCEL MAPS  
OWNER: KOVAL INVESTMENT COMPANY LLC

HARMON AVENUE

RIGHT-OF-WAY PER  
OR: 0507:0408686

RIGHT-OF-WAY PER  
OR: 20170914:02279



**RIETZ CONSULTING, INC.**  
3060 E. POST RD., #110  
LAS VEGAS, NV 89120  
PH: (702) 521-3355

**EXHIBIT "B"**  
LYING WITHIN THE NORTHWEST QUARTER  
(NW 1/4) OF SECTION 21, T21S, R61E,  
M.D.M., CLARK COUNTY, NEVADA  
**PAGE 1 OF 1**

**EXHIBIT "C"**  
**DEPICTION AND DESCRIPTION OF IMPROVEMENTS**

APN: 162-21-202-004

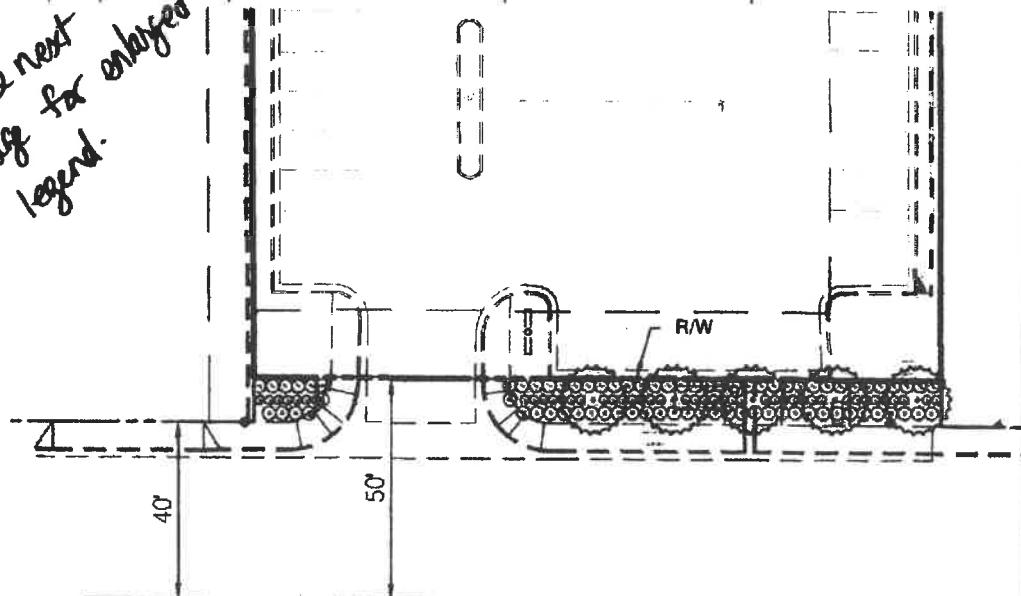
**PLANTING LEGEND - TREES**

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE		REMARKS
					H	W X CAL	
	8	24" BOX	ACACIA ANEURA	MULGA	8'	4' X 1.25"	STANDARD TRUNK

**SHRUBS, GROUNDCOVERS, AND GRASSES**

SYMBOL	QTY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
	73	5 GALLON	HESPERALOE 'PERPA'	BRAKELIGHTS YUCCA	FULL
	84	5 GALLON	EREMOPHILA HYGROPHANA	BLUE BELLS	FULL
	91	5 GALLON	ROSMARINUS PROSTRATUS	TRAILING ROSEMARY	FULL

*See next page for enlarged legend.*



**HARMON AVENUE  
(PUBLIC)**

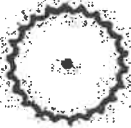
SCALE: 1"=40'

RIETZ CONSULTING, INC.  
3060 E. POST ROAD #110  
LAS VEGAS, NV 89120  
PH: (702) 521-3355

**EXHIBIT "C"**  
LYING WITHIN THE NW 1/4 OF SECTION 21,  
TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.,  
CLARK COUNTY, NEVADA.

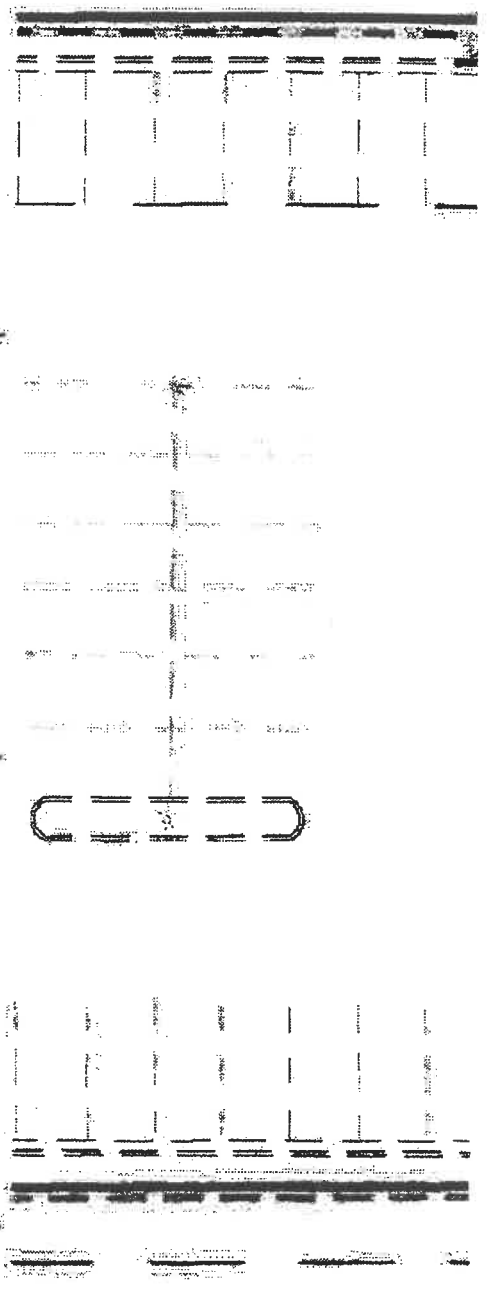
APN: 162-21-202-004

PLANTING LEGEND - TREES

SYMBOL	QTY	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE H X W X CAL	REMARKS
	8	24" BOX	ACACIA ANEURA	MULGA	8' X 4' X 1.25"	STANDARD TRUNK

SHRUBS, GROUNDCOVERS, AND GRASSES

SYMBOL	QTY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
⊙	73	5 GALLON	HESPERALOE 'PERPA'	BRAKELIGHTS YUCCA	FULL
⊙	84	5 GALLON	EREMOPHILA HYGROPHANA	BLUE BELLS	FULL
⊙	91	5 GALLON	ROSMARINUS PROSTRATUS	TRAILING ROSEMARY	FULL



Las Vegas Facility Holdings, LLC is submitting this request for a License and Maintenance agreement to construct improvement's within the ROW of Harmon Avenue.

This is required as the building is undergoing renovations and was conditioned to dedicate an additional 10 feet of ROW on Harmon. Therefore the existing landscape and proposed landscape for the building will be within the ROW. *Per UC-0438-17.*

The dedication recorded on Sept. 14, 2017 per instrument: 20170914-0002279

The improvements consist of trees, shrubs and irrigation main line and drip as shown on the exhibit.

**EXHIBIT "D"**  
**INSURANCE CERTIFICATE**





**EXHIBIT "E"**  
**COPY OF SECURITY DEPOSIT**

The cost of the removal will be less than the installation. Therefore the deposit of \$5000 is offered.