

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

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

Recommendation: AG-21-900180: Accept and authorize the signature of the Performance Agreement with Dribble Dunk, LLC for the All Net Arena Project on 27 acres, generally located between Las Vegas Boulevard South and Paradise Road, 900 feet south of Sahara Avenue within Winchester. TS/sr (For possible action)

FISCAL IMPACT:

None by this action.

BACKGROUND:

The Board of County Commissioners (Board) approved two applications for the All Net Arena Project, UC-0568-14 and UC-0519-17 on August 6, 2014 and October 18, 2017 respectively, consisting of two hotel towers, an arena/events center, conference center, theatre, showroom, retail and restaurant uses, and many other supporting 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 Dribble Dunk, LLC for the proposed development.

APN/S: 162-09-602-001 and 162-09-602-005
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

AND

DRIBBLE DUNK, LLC

FOR THE

All Net Arena Project

AG-21-900180

CLARK COUNTY COMPREHENSIVE PLANNING
PERFORMANCE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 12th day of April, 2021, by and between Dribble Dunk, LLC, hereinafter referred to as DEVELOPER, 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 All Net Arena Project ("Project"), generally located at 2737 Paradise Road and 2601 Las Vegas Blvd, Las Vegas, Nevada 89109;

WHEREAS, with the approval of UC-0568-14 and UC-0519-17 by the Clark County Board of County Commissioners on August 6, 2014 and October 18, 2017. 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 ninety (90) 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 a security performance bond acceptable to the County in the amount of Twelve Million One Hundred Forty Two Thousand Five Hundred Sixty Seven Dollars, and Fifty Cents (\$12,142,567.50) and the COUNTY desires to accept such Security Bond for Developer's obligations identified in the Plan, pursuant to the conditions of the land use approvals UC-0568-14 and UC-0519-17, 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 Argonaut Insurance Company ("Bonding Institution") a bond designated by Bond #SUR0066553 in the amount of Twelve Million One Hundred Forty Two Thousand Five Hundred Sixty Seven Dollars, and Fifty Cents (\$12,142,567.50) as security for the Developer's full and complete fulfillment of the decommissioning actions for the All Net Arena Project as identified in the Plan ("Decommissioning Actions"). Bond is attached hereto as Exhibit "B". Site Plan is as illustrated in Exhibit "C".
3. COUNTY may file a claim against the Security Bond with the Bonding Institution demanding that the Bonding Institution pay the costs necessary to perform the Decommissioning Actions only upon written approval by the Director of Comprehensive Planning ("Director") of the County or the designee in accordance with the terms and conditions of this Agreement. Should the Project be Abandoned, the Decommissioning Actions shall be immediately implemented as required in the Plan.

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

4. In the event said Decommissioning Actions identified in the Plan are not completed to the reasonable satisfaction of the COUNTY within the time prescribed, or any extensions of time granted by the COUNTY thereto, the COUNTY may serve upon the DEVELOPER and 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 against the Security Bond, including without limitation filing a claim with the Bonding Institution to pay County within thirty (30) days for the actual cost to perform the Decommission Actions identified in the Plan which said claim shall be valid and binding and shall be honored by Bonding Institution upon the sole signature of the Director or the designee. The County shall use all Funds drawn from said account pursuant to this Agreement solely for the completion of the Decommissioning Actions identified on the Plan. Any excess funds remaining held by the County following the completion of such Decommissioning Actions by County shall be promptly released.
5. The DEVELOPER agrees that the amount of the Bond provided for in Paragraph 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 Land Use Applications UC-0568-14 and UC-051917 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.
6. Except as set forth in this Agreement and Exhibit B, the Bonding Institution makes no representation or commitment whatsoever to be otherwise directly or indirectly responsible for the payment for the Decommissioning Actions identified in the Plan.
7. 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 Plan. This Agreement grants to COUNTY "control" of the Bond funds ("Funds") as contemplated by Nevada Revised Statutes. The County's claim to said 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 Funds shall not be administered by any receiver or trustee, but shall be paid and distributed according to the terms of this Agreement.
8. Upon final acceptance by the Director of the timely completion of all of the Decommissioning Actions called for in the Plan or upon the issuance of a Certificate of Completion or Occupancy for the entire Project, or when DEVELOPER and COUNTY agree that the Project has proceeded to the point where decommissioning is no longer necessary, this Agreement shall become null and void and of no further force or effect and the Bond shall be released. DEVELOPER and COUNTY further agree that the Bond referenced in this Agreement may be released upon the furnishing of an

appropriate substitute bond to COUNTY by DEVELOPER or by DEVELOPER providing to COUNTY other security reasonably acceptable to COUNTY.

9. 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.
10. 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 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPER:

Jackie L. Robinson
Dribble Dunk, LLC
2300 West Sahara Ave., Suite 800
Las Vegas, NV 89102

BONDING INSTITUTION:

Clinton J. Diers
Argonaut Insurance Company
225 W. Washington Str., 24th Floor
Chicago, IL 60606

11. 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.
12. 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.
13. No Person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-Party beneficiary or otherwise.

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

[signatures appear on following page]

DEVELOPER:

Dribble Dunk, LLC, a Nevada limited liability company

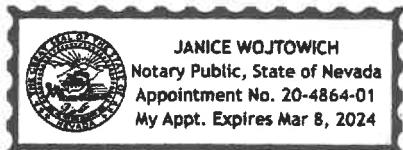
By: Jackie L. Robinson
Printed Name: Jackie L. Robinson
Date: 4/12/21

STATE OF Nevada)

) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on April 12th, 2021, by
Jackie L. Robinson, as CEO of Dribble Dunk, LLC, a Nevada limited
liability company.

Janice Wojtowich
Notary Public
(SEAL)



COUNTY:

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

Attest

By: _____
Marilyn Kirkpatrick, Chair

Lynn Marie Goya

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2021, by Marilyn Kirkpatrick, 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"

All Net Arena Decommissioning Plan

This document represents the Decommissioning Plan (“Plan”) for the 26.8 acre All Net Arena Project to be constructed at 2601 Las Vegas Blvd and 2737 Paradise Road, Las Vegas, Nevada 89109 (“Project”). This Plan is attached to and made a part of that certain Performance Agreement (“Agreement”) between the County of Clark (“COUNTY”) and Dribble Dunk, LLC (“DEVELOPER”). Capitalized terms used herein and not otherwise defined in the Plan 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 2737 Paradise Road and 2601 Las Vegas Blvd. The Project is generally surrounded by SAHARA Las Vegas on the north, Paradise Road on the east, Turnberry Place and The Drew to the south, and Las Vegas Blvd to the west side. The eventual planned buildings include a 160 foot high 22,000 seat events arena, 512 foot high 500 room hotel, 728 foot high 2,000 room hotel, 474,300 square feet of retail space, a 16 screen movie theater complex, 2 parking structures as well as underground parking going 65 feet down.

Decommissioning:

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

- A. Complete all remaining work necessary to make the Project 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 COUNTY Building Official. (Estimated Cost \$5,000,000.00)
- B. Conduct a wind study analysis on areas of the Project site where there are partially enclosed buildings, 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 \$75,000.00)
- C. Erosion and sediment control measures around the property shall be left in place. (Estimated Cost \$21,850.00)
- D. Enclose the site with a solid eight foot high wood construction fence made of dimensional lumber and faced with plywood along Las Vegas Boulevard South and Paradise Road landscape screening. This fence will be engineered and stamped by a Nevada registered professional engineer as required by the 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 \$342,500.00)
- 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 declared 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 shall be packed and safely transported to an approved disposal facility. Equipment and unused or salvageable construction materials may be consolidated and stored on the Project site in an organized fashion upon the site so long as such storage access are screened from view. (Estimated Cost \$375,000.00)

- 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 \$2,300,000.00)
- 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. (Value \$1,500,000.00)
- H. Wrap those areas of the structural steel portion of buildings exposed elevation that face the Rights-of-Way of Paradise Road and Las Vegas Blvd as well as to the south facing Turnberry side 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 \$350,000.00)
- I. Cranes will be dismantled and removed from the site and crane pads will be decommissioned within 90 days after construction is declared abandoned. (Estimated Cost \$100,000.00)
- J. Install and maintain any dewatering systems as necessary. (Estimated Cost \$1,000,000.00)
- K. Install surveillance systems and maintain onsite security for site safety and security. (Estimated Cost (\$500,000.00)

The total cost of the decommissioning work is estimated at \$11,564,350.00

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 Project site conditions at the time of Decommissioning. If negative impacts are noted during monitoring activities, appropriate remediation measures will be implemented as necessary at DEVELOPER's expense.

- 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.

- 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.
- 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 Sections A and B.

Security Performance Bond

In accordance with the Agreement, DEVELOPER shall furnish COUNTY with the Security Bond described in the Agreement and the Security Bond shall be in the amount of the highest estimated cost of the Decommissioning Actions noted in this Decommissioning Plan plus a 5% contingency for any unforeseen costs not included. Total bond amount is estimated to be \$12,142,567.50.

EXHIBIT "B"
Bond

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

Bond #SUR0066553

That **Dribble Dunk, LLC**, a Nevada limited liability company as Principal of 2300 West Sahara Ave., Suite 800, Las Vegas, NV 89102, County of Clark, and Argonaut Insurance Company, 225 W. Washington Str., 24th Floor, Chicago, IL 60606 as Surety, a corporation incorporated and doing business under the laws of the State of IL and licensed to conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound to Clark County, Nevada, as Obligee, in the sum of **Twelve Million One Hundred Forty Two Thousand Five Hundred Sixty Seven and 50/100 Dollars (\$12,142,567.50)**, 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 addresses of each party, which one party may change by giving notice to respective other party, are as follows:

PRINCIPAL

Attn: Legal Dept.
Dribble Dunk, LLC
2300 W. Sahara Ave., Ste 800
Las Vegas, NV 89102

COUNTY

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

SURETY

ATTN: Clinton J. Diers
Argonaut Insurance Company
225 W. Washington Str., 24th Floor
Chicago, IL 60606

1. Principal, as a condition of the development of the All Net Arena Project UC-0568-14 and UC-0519-17, approved by the Clark County Board of Commissioners on August 6, 2014 and October 8, 2017 respectively, agrees to enter into a performance agreement ("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 releasing 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 the 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.

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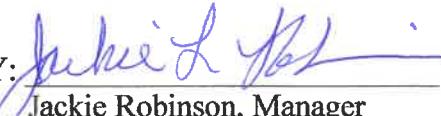
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9. If it is necessary for the County to take any legal action against any signatory to this bond to assure compliance with its terms, the County shall be entitled to reasonable costs and attorney's fees above and beyond the penal sum of the bond.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Las Vegas, Nevada, this April 12, 2021.

PRINCIPAL: Dribble Dunk, LLC

BY: 
Jackie Robinson, Manager

State of Nevada)
)
 ss.
County of Clark)

This instrument was acknowledged before
me on April 13, 2021,
by Jackie L. Robinson as
Manager of
Dribble Dunk LLC (Principal).

Alisa J. Steinhauer
Notary Public in and for said County and
State



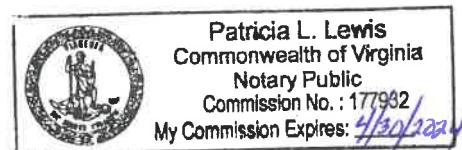
SURETY: Argonaut Insurance Company

BY: 
Clinton J. Diers, Attorney In Fact

State of Virginia)
)
 ss.
City of Richmond)

This instrument was acknowledged before
me on April 12, 2021,
by Clinton J. Diers as
Attorney In Fact of
Argonaut Insurance Company (Surety).

Patricia L. Lewis
Notary Public in and for said County and
State Patricia L. Lewis



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Clinton J. Diers, Hunter Bendall, John C. Stanchina, Jessica J. Winfree, Patricia L. Lewis, Scott P. Rooney, Denise Storey, Ericka Y. Turner, Laura L. Dipersico

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President



STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE 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 same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Weeks

(Notary Public)

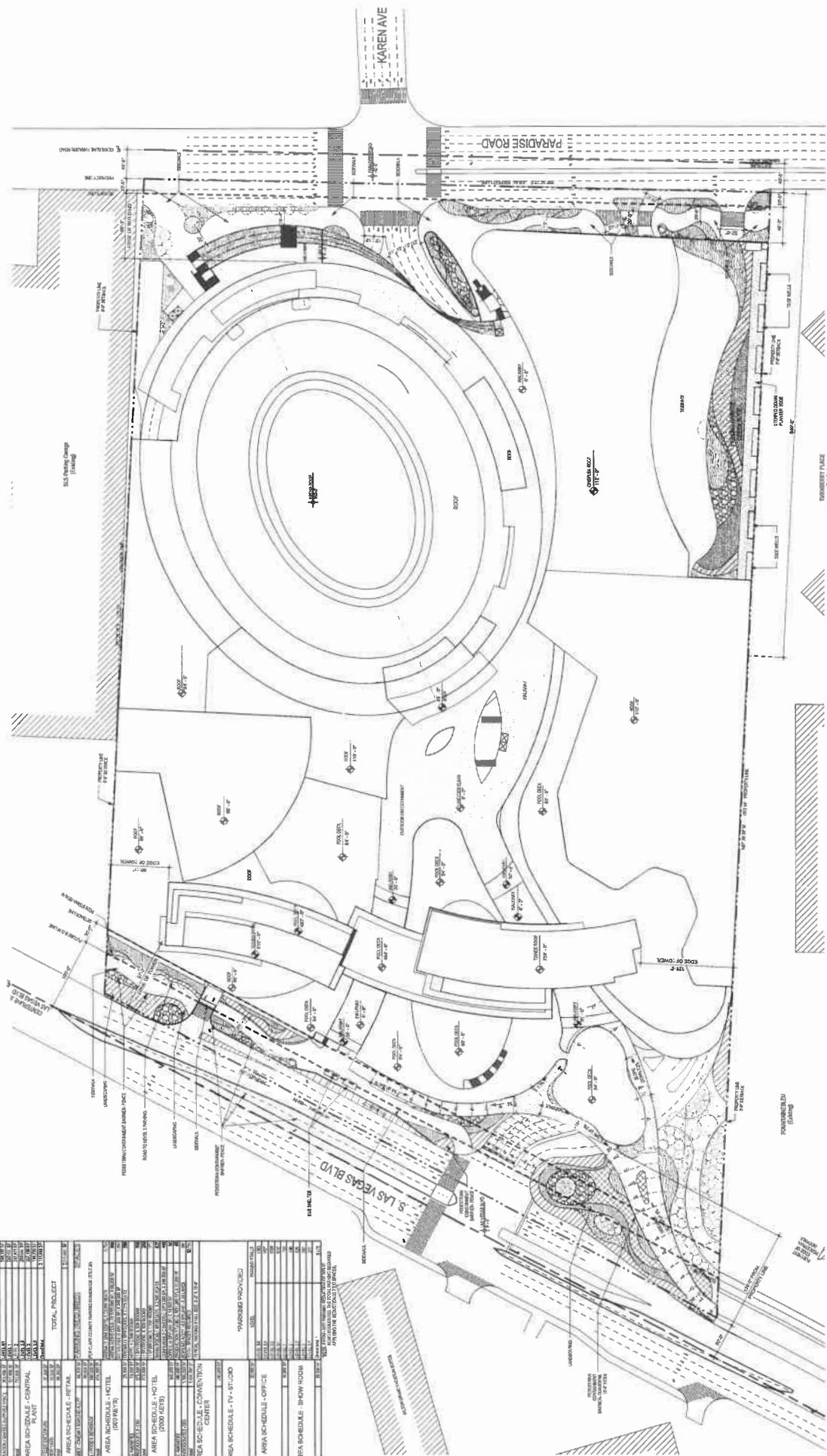
I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

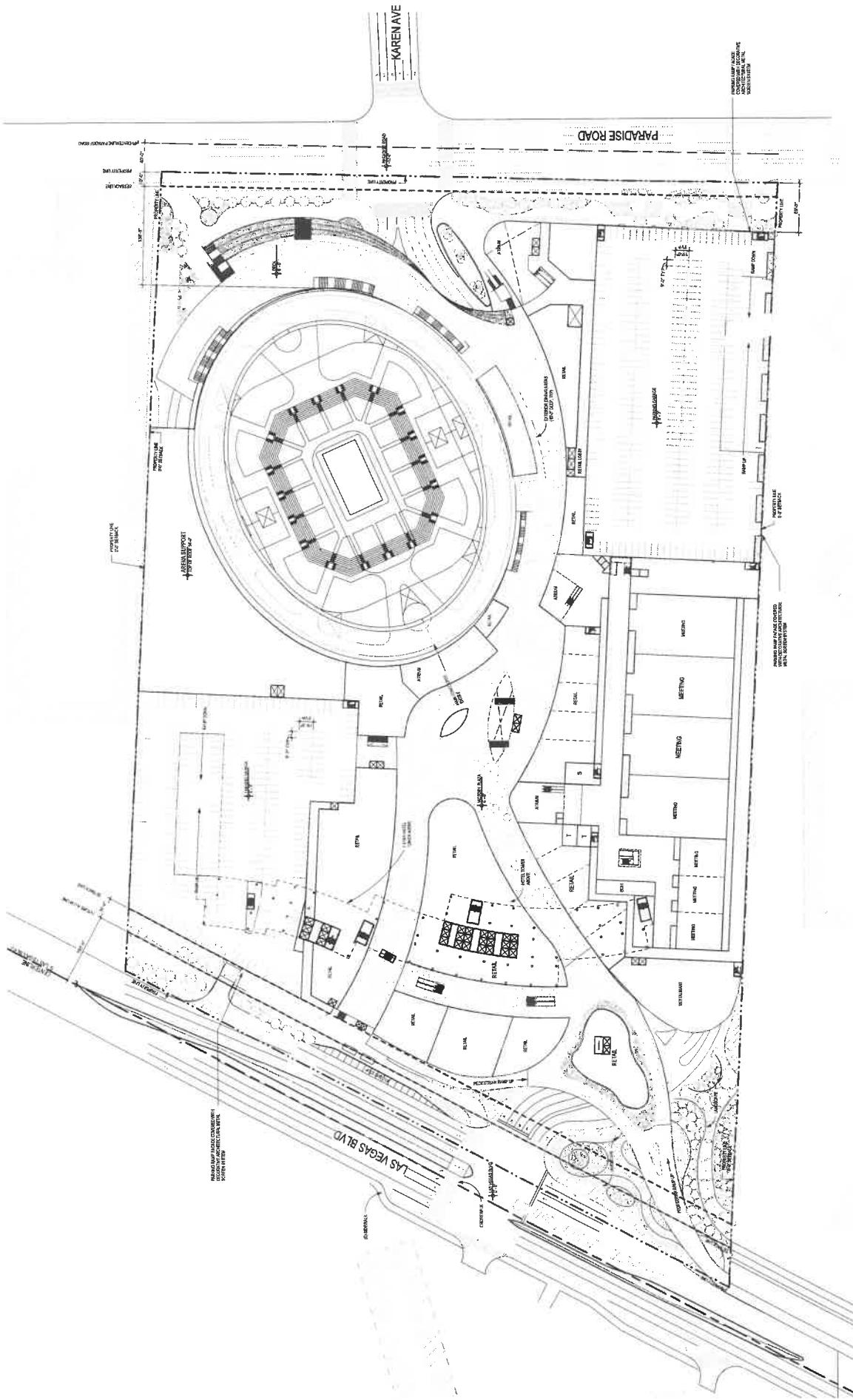
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of April, 2021.



James Blizard
James Blizard, Vice President-Surety

EXHIBIT "C"
Project Site Plan





All Net-Resort and Arena - Level 2 - Victory Plaza (+6)