

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

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

Recommendation: ORD-21-900147: Conduct a public hearing on an ordinance to consider adoption of a Development Agreement with All Net Land Development LLC and 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 require the applicant/developer to enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) Final action has been taken approving the land use application for the proposed development project;
- (2) The issues identified in the regional infrastructure and services evaluative reports, or as otherwise identified, relating to this project have been adequately addressed;
- (3) The Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (4) The Agreement is consistent with the objectives, policies, general land uses and programs specified in the master plan;
- (5) The Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of Title 30;
- (6) The Agreement is not detrimental to public health, safety and general welfare; and
- (7) The Agreement is consistent with the provisions of NRS Chapter 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to fire suppression services, air quality, transportation facilities and infrastructure, and public sanitary facilities. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board conduct a public hearing.

Cleared For Agenda
04/21/21

BILL NO. 4-7-21-3

SUMMARY - An ordinance to adopt the Development Agreement with All Net Land Development LLC and 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.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH ALL NET LAND DEVELOPMENT LLC AND 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, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, the Development Agreement with All Net Land Development LLC and 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, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks and shall be effective on and from the fifteenth day after passage.

PROPOSED on the _____ day of _____, 2021

INTRODUCED by: _____

PASSED on the _____ day of _____, 2021

VOTE:

AYES: _____

NAYS: _____

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: MARILYN K. KIRKPATRICK, Chair

ATTEST:

Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the _____ day
of _____ 2021.

APN(S): 162-09-602-001 & 005
Please Return to: Sami Real
Comprehensive Planning Department
1st Floor, Clark County Government Center
500 Grand Central Parkway
Las Vegas, Nevada 89155

DEVELOPMENT AGREEMENT

BETWEEN

THE COUNTY OF CLARK, NEVADA

AND

ALL NET LAND DEVELOPMENT LLC

AND

DRIBBLE DUNK, LLC

FOR THE

ALL NET ARENA PROJECT

ORD-21-900147

ALL NET ARENA PROJECT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this 22nd day of March, 2021, by and among the County of Clark, State of Nevada (hereinafter referred to as the “**County**”), All Net Land Development LLC, a Nevada limited liability company (hereinafter referred to as the “**Owner**” of the Subject Property described on **Exhibit “A”** attached hereto and incorporated herein by reference), and Dribble Dunk, LLC, a Nevada limited liability company (hereinafter referred to as the “**Developer**” of the Subject Property). The County, Owner and Developer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

SECTION 1
DEFINITIONS

1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- (a) “**Acquisition Cost**” means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) “**ADA**” means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) “**Agreement**” has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) “**Applicable Rules**” means the specific codes, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended and modified from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project including the portions of Title 30 of the Code, which are attached as Exhibit “B”, subject to the following:
 - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner’s prior written approval; and
 - (2) The Chapters of Title 30 of the Code set forth in Exhibit “B” shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional

Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The Owner agrees to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (e) **“CCRFCD”** means the Clark County Regional Flood Control District.
- (f) **“Code”** means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(d)(2).
- (g) **“County”** means the County of Clark, State of Nevada together with its successors and assigns.
- (h) **“County Commission”** means the Board of County Commissioners of the County of Clark, State of Nevada.
- (i) **“County Master Plan”** means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) **“Developer”** means Dribble Dunk, LLC, and its respective successors and assigns, as the prospective Owner and developer of the Subject Property pursuant to a Lease with Option to Purchase Agreement with Owner incorporated herein as Exhibit “C”.
- (k) **“Development Agreement Ordinance”** means Chapters 30.16 and 30.20 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (m) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (n) **“Improvements”** means private or public facilities that may include, but are not limited to, roadway, fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are required by the County in direct connection with and as part of the development and use of the Project.
- (o) **“Land Use Approvals”** means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, including without limitation those approvals and conditions of UC-0568-14 and UC-0519-17, the Agenda Sheets and Notice of Final Actions are attached hereto as Exhibit “D” and incorporated herein by this reference.

- (p) **“LVMPD”** means the Las Vegas Metropolitan Police Department.
- (q) **“Master Transportation Study”** means a transportation study prepared for the Project and submitted to and approved by the County which includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.
- (r) **“NDOT”** means Nevada Department of Transportation.
- (s) **“NRS”** means the Nevada Revised Statutes, as amended.
- (t) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (u) **“Owner”** and **“Owners”** means All Net Land Development LLC, and its respective successors and assigns, as the Owner of the land constituting the Subject Property.
- (v) **“Pedestrian Grade Separation System”** means a pedestrian grade separation system: (1) across Paradise Road from the Subject Property possibly at or near the intersection of Paradise Road and Karen Road and which may touch down on the Subject Property within easement areas required by County and dedicated pursuant to Sections 3.08 and 4.06 of this Agreement, (2) across Las Vegas Boulevard South at or near the intersection of Las Vegas Boulevard South and Sahara Avenue, and (3) across Las Vegas Boulevard South at or near the intersection of Las Vegas Boulevard South and Circus Circus Drive (the structures are referred to individually as the “Paradise Road PGSS,” the “Las Vegas Boulevard South – Sahara PGSS” and the “Las Vegas Boulevard South – Circus Circus PGSS,” respectively), but which does not include the Private Pedestrian Walkway referred to in Section 4.05(b)(vii) below. A Pedestrian Grade Separation System may include, but will not be limited to any of the following: a pedestrian containment system, pedestrian walkways, pedestrian bridges and touch down structures, utility installations, adjustments and utility relocations, life safety features, mechanical and electrical equipment, lighting, traffic signal modifications, emergency at-grade pedestrian crossing facilities, signage, stairways, reversible escalators and elevators, emergency electrical power and such other facilities, appurtenances and features as are appropriate for pedestrian bridges.
- (w) **“Performance Agreement”** means an Agreement entered into between Owner and/or Developer and the County, which requires the Owner and/or Developer to provide a bond or other acceptable security to secure the implementation of the decommissioning plan and which specifies the terms and actions to be taken by the Owner and/or Developer in the event construction of the Project is stopped or abandoned for ninety (90) days or longer.
- (x) **“Private Pedestrian Walkway”** means the private pedestrian walkways over Driveway A of the proposed Project near Las Vegas Boulevard, and from Las Vegas

Boulevard over the Project's porte-cochere, referred to in Section 4.05(b)(vii) of this Agreement.

- (y) **"Project"** means the All Net Arena Project to be constructed on the Subject Property and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Owner shall have the right to change the name of the Project in its sole discretion.
- (z) **"Subject Property"** means that certain real property generally located between Las Vegas Boulevard South and Paradise Road, 900 feet south of Sahara Avenue, more particularly described in Exhibit "A".
- (aa) **"Temporary Occupancy Permit"** means a temporary or partial certificate of occupancy issued by the Clark County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (bb) **"Term"** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (cc) **"Traffic Impact Analysis"** means a transportation study prepared for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

SECTION 2 RECITAL OF PREMISES, PURPOSE AND INTENT

2.01 Recitals. This Agreement is predicated upon the following facts and findings:

- (a) **Statutory Authorization.** The County is authorized, pursuant to NRS §§ 278.0201 through 278.0207, inclusive, to enter into binding development agreements with persons having a legal or equitable interest in real property and, pursuant to NRS Chapter 278, to establish long range plans for the development of such property.
- (b) **Ownership Interest.** The Owner represents that it has fee title ownership to the Subject Property. The Developer represents it has the right to use or acquire the Subject Property through a valid agreement with Owner.
- (c) **County Authorization, Hearing and Ordinance.** All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that this Agreement meets the requirements of Title 30 of the Code, and execution hereof

by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. The County agrees to record a certified copy of the ordinance as required by NRS § 278.0207.

- (d) **County Intent.** The County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law to better provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas, to ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and County Master Plan. In exchange for these and other benefits to the County, the Owner will receive the assurances that it may (1) develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained, and (2) assign all of its rights and obligations to Developer to construct the Project after Developer exercises its option to purchase the Subject Property.
- (e) **Owner Intent.** Owner intends to sell the Subject Property to the Developer and assign this Agreement to the Developer. In accordance with the legislative intent evidenced by NRS chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that they may develop the Project in accordance with the conditions established in this Agreement. The Owner acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property. The Owner is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project. The Owner further acknowledges that this Agreement was made a part of the County record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Land Use Approvals. The Owner's decision to commence the Project is based on the expectation of Developer proceeding with the Project to completion.
- (f) **Developer Intent.** The Developer intends to exercise its option to purchase the Subject Property and take assignment of this Agreement and assume, subject to County's consent pursuant to Section 7.03, all of the Owner's rights and obligations in this Agreement. Developer intends to proceed with the Project to completion.
- (g) **Acknowledgment of Uncertainties.** The Parties acknowledge that circumstances beyond the control of either Party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner recognizes

that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner of any right under this Agreement which can be performed.

- (h) **Provision of Water and Sewer Service.** The Owner clearly understands and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Owner in accordance with said governmental entities' requirements as amended from time to time. This Agreement does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

- 2.02 **Incorporation of Recitals.** The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

- 2.03 **Permitted Uses, Density, Height and Size of Structures.** Pursuant to NRS § 278.0201, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

SECTION 3 DEVELOPMENT OF THE PROJECT

- 3.01 **Time for Construction and Completion of the Project; Project Phasing.** Subject to the conditions of the Land Use Approvals and terms of this Agreement, the Owner shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner to develop the Project.
- 3.02 **Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Owner has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable Rules and subject to Owner's infrastructure and monetary obligations described in this Agreement, without interference by the County, except as provided herein. In the event Owner seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require

additional land use approvals and/or an amendment to this Agreement to address the impacts, if any, caused by the increase in intensity of the Subject Property, or new use of another property.

- 3.03 Air Quality Conformity.** The Owner acknowledges the County has adopted an air quality plan and the Owner agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 Dust Mitigation.** The Owner will comply with all dust mitigation requirements and the Owner will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 Water Conservation.** The Owner agrees to provide for water conservation in the Project. The Owner agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment. Notwithstanding any other provision in this Agreement, the Owner agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.
- 3.06 Temporary Storm Water Construction Permit.** If applicable, the Owner agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 Update and Amendments.** In the event an Amendment is required pursuant to Section 3.02 of this Agreement, the Amendment shall be completed and executed by all Parties prior to the issuance of any building permits for the additional development that triggers the need for the Amendment. Additionally, if an Amendment is required, the County may require the Owner to provide updated studies, including but not limited to updating the following: Traffic Impact Analysis, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.08 Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County in a separate document. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County in a separate document. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Owner shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Owner shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules,

Traffic Impact Analysis, drainage study, master fire protection plan and other studies and updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada. Owner may dedicate property at its sole discretion. In the event Owner decides not to dedicate property pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, the Owner understands and agrees that the Project may not proceed to the next stage of development and that County may withhold permits or approvals, including without limitation, building permits, inspections, temporary or permanent certificates of occupancy, or approvals related to off-site improvements, based on the Owner's failure to dedicate the property in question.

- 3.09 Performance Agreement.** Prior to the issuance of any construction permit, the Owner and/or Developer shall enter into a Performance Agreement with the County. The Performance Agreement shall be acceptable to the County and shall include a financial guarantee in favor of the County, securing to the County the full and complete implementation of the actions identified in the Performance Agreement. The financial guarantee shall be sufficient to cover the costs to secure performance of the Owner and/or Developer under the decommissioning plan submitted and approved by the County.

SECTION 4 PUBLIC FACILITIES

4.01 Fire Fighting Equipment and Services.

- (a) **Fire Facilities.** Owner shall pay a total of Two Million Seven Hundred Fifty-Eight Thousand Dollars (\$2,758,000.00) to the County as a contribution towards a new or upgraded fire facility. Owner shall pay the entire \$2,758,000.00 contribution for the new or upgraded fire facility in one payment prior to the issuance of a vertical structural building permit (that is, framing) for the Project.
- (b) **Fire Apparatus and Operation.** Owner shall pay a total of Two Million Forty One Thousand Seven Hundred Dollars (\$2,041,700.00) to the County as a contribution towards the purchase of a fire rescue vehicle and operation. Owner shall pay the entire \$2,041,700.00 contribution for the fire apparatus and operation in one payment prior to the issuance of a vertical structural building permit (that is, framing) for the Project.
- (c) **Fire Equipment.** Owner shall pay a total of Sixteen Thousand Five Hundred Nine Dollars (\$16,509.00) to the County as a contribution towards the purchase of fire equipment. Owner shall pay the entire \$16,509.00 contribution for fire equipment in one payment prior to the issuance of a vertical structural building permit (that is, framing) for the Project.
- (d) **County Fire Service Discretion.** Notwithstanding the contributions and obligations of the Owner as set forth above, the Owner acknowledges and agrees that the County has the sole discretion to locate, manage and operate the facilities/improvements, equipment, personnel and further understands and agrees that the

County at its sole discretion may relocate, rearrange or shift services, improvements, equipment, personnel and contributions made by the Owner in the interest of public safety and efficient management of resources. However, the County understands and agrees that the equipment provided by the Owner pursuant to this Agreement shall be primarily dedicated for use by the County in the Resort Corridor and its environs. The Owner further understands and agrees that the contributions and obligations of the Owner set forth herein do not entitle the Owner to a priority emergency response over any other emergency response.

4.02 Las Vegas Metropolitan Police Department.

- (a) **Equipment.** The Owner agrees at its sole cost and expense to provide and install radio signal redistribution systems reasonably acceptable to LVMPD and the Clark County Fire Department (CCFD) and optimized with filters to support LVMPD and CCFD operations. The Owner shall provide the equipment to LVMPD within sixty (60) days of receiving a request from LVMPD or such earlier date as Owner believes is necessary in order to provide for the timely procurement and installation of such equipment. Radio systems engineers of the LVMPD and the Southern Nevada Area Communications Council must approve the basic design of the radio signal redistribution system

Prior to opening any portion of the All Net Arena Project to the general public, the Owner further agrees to permanently provide at no cost to LVMPD an enclosed, secured, air-conditioned and power equipped space a minimum of one hundred (100) square feet in size for use as a radio equipment room on the Subject Property within adequate operational proximity with the repeater. The space and equipment will be positioned at the tallest tower or tallest project location within the All Net Arena Project that is in the most effective location to support adequate radio coverage. The Owner acknowledges that the space and equipment described above compensates for communications that would otherwise be blocked or lost from transmission or reception due to the proximity of the All Net Arena Project buildings to the communication repeaters currently used by the LVMPD.

The Owner agrees and understands that it may be necessary to place the equipment described above in multiple locations within the All Net Arena Project in order to attain adequate radio coverage. The parties further agree that the Owner shall cooperate with LVMPD to determine the most effective location for the equipment within the All Net Arena Project to achieve adequate radio coverage.

(b) **Testing Procedures:**

- (1) Initial Tests. LVMPD employees or its authorized designee after providing reasonable notice will perform initial tests. An Occupancy Permit or Temporary Occupancy Permit shall not be issued to any structure if the Owner fails to comply with any part of Section 4.01.

- (2) Annual Tests. LVMPD employees or its authorized designee after providing reasonable notice in conjunction with inspection procedures will conduct annual tests.
- (3) Field Testing. Police and fire personnel, after providing reasonable notice to the Owner or its representative, shall have the right to enter onto the Subject Property to conduct field testing to be certain that the required level of radio coverage is present. Owner shall allow access to the radio communication equipment located within the property, when necessary to conduct such tests or to adjust or service the equipment in order to provide adequate radio coverage.
- (c) Owner to provide LVMPD a holding room/public safety office similar in size and function as has been provided by other large properties to LVMPD to facilitate safely controlling suspects while investigations are being conducted by LVMPD personnel.
- (d) Owner to provide adequate ingress and egress to the property, quick access to and from the property and ample turn around space on-site to accommodate normal LVMPD patrol vehicles and larger LVMPD vehicles, such as SWAT and armor vehicles, as well as Clark County Fire Department vehicles. Owner shall submit a plan addressing ingress/egress, quick access and turn-around space to LVMPD and CCFD for approval prior to construction of said improvements.
- (e) Owner agrees, at its sole cost and expense, to provide a security camera system acceptable to the LVMPD on the Pedestrian Grade Separation System as defined in Section 1.01(v), and as further described in Section 4.06.
- (f) **LVMPD Discretion.** Owner agrees that LVMPD has sole and complete authority over the camera system. This is to include access both remotely and physically to the camera system as well as the location and placement of the camera system on the pedestrian grade separation system. The use of the video obtained by the camera system is also under the sole control of LVMPD. Furthermore, the methods and techniques in which the video is obtained by the camera system will be determined solely by LVMPD.

Owner agrees at its sole cost and expense that adequate infrastructure will be provided so that proper operation of the camera system can be obtained. This will include but is not limited to an accessible power source for the camera system as well as necessary permanent wiring conduit to facilitate the conveyance of video data obtained by the camera system to LVMPD.

4.03 Air Quality. The Parties agree that the following regulatory requirements may apply depending upon the type of activities taking place at the construction site:

Section 94 of the AQRs requires that a dust control permit be obtained prior to: (i) soil disturbing or construction activities impacting 0.25 acres or more in overall area, (ii) mechanized trenching of 100 feet or more in length, or (iii) mechanical demolition of any structure 1,000 square feet or more in area. When construction activities exist, Best Available

Control Measures (BACM) must be employed.

Construction activities include, but are not limited to, the following practices: (i) land clearing, (ii) soil and rock excavation or removal, (iii) soil or rock hauling, (iv) soil or rock crushing or screening, (v) initial landscaping, (vi) establishing and/or using staging areas, parking areas, material storage areas, or access routes to or from a construction site.

Section 94 of the AQRs also requires that a construction project of ten (10) or more acres, trenching activities of one mile or greater, or structure demolition using implosive or explosive blasting techniques, include a detailed supplement to the Dust Mitigation Plan. The supplement must be in the form of a written report and must, at minimum, provide a project description, the area and schedule of the phases of land disturbance, and the control measures and the contingency measures to be used for all construction activities. The supplement will become part of the dust control permit as an enforceable permit condition.

4.04 Regional Transportation Commission: Owner shall provide the following bus turnouts and bus shelters:

- (a) **Paradise Road:** Provide a bus turnout (Standard Drawing 234.1) and a bus shelter (Standard Drawing 234.2) along Paradise Road at or as near as possible to the existing bus stop location near the southeast corner of the Subject Property.
- (b) **Las Vegas Boulevard:** Provide a bus turnout (Standard Drawing 234.1) and a double bus shelter (Standard Drawing 234.3) along Las Vegas Boulevard at or as near as possible to the existing bus stop location near the center of the property. Per note 3 of Standard Drawing 234.1, additional length will be required to accommodate the double shelter and potential of multiple busses at one time, the applicant will work with the RTC to determination exact specifications.

4.05 Traffic Impact Analysis. The Developer has prepared and submitted to the County for its review a Traffic Impact Analysis (“Study”) for the 2014 land use approval (UC-0568-14). The Study must be updated to reflect the scope of the Project and accepted by the County prior to County issuance of any grading or building permits except as specified in a separate phasing agreement entered into by the Owner and the County. The Owner agrees to construct at its sole cost and expense and dedicate to the County at the Owner’s sole cost and expense, such roadway and traffic Improvements identified in the Study as approved and accepted by the County. If sufficient rights-of-way or government patent easements do not exist to permit construction of a mitigation measure, the Owner will be required to obtain the right-of-way necessary for the construction of that Improvement, or pay the County its acquisition cost of that right-of-way should the County elect to acquire the right-or-way.

The County may, in its discretion, require the Owner include in the Study an analysis of transit options including, but not limited to the expected impact of the intensity and scope of activities from the Project on the Citizens Area Transit system service to the Subject Property, as well as the expected rider-ship generated by the development of the Project. The Study shall address the anticipated benefit from mass transit services to the Subject Property. In addition, the Study shall include the development of traffic signal timing patterns acceptable to the County, Regional Transportation Commission of Southern Nevada

(RTC), the Clark County Traffic Management Division (CCTMD), and the Freeway and Arterial System of Transportation (FAST) for Las Vegas Boulevard South from Sahara Avenue to Flamingo Road. The Study shall also, at a minimum, provide a simulation of the timing patterns for Paradise Road and Las Vegas Boulevard South both before and after the Project is constructed and operating.

The County may, in its discretion, require Owner to submit an update to the Master Transportation Study for the Project if either of the following conditions is satisfied:

- * The estimated number of projected generated vehicle trips for any peak hour increases by ten percent (10%) or more due to a change(s) in assumed land uses, or
- * Transportation facilities assumed to be existing at the Project build out either will not be built, or will not exist in the configuration that was assumed in the Master Transportation Study.

If required, the update submitted by the Owner must be acceptable to the County.

The Owner shall construct Improvements in the manner prescribed by the Code and NRS, and in a manner acceptable to the County. Said construction shall occur prior to issuance of any Occupancy Permit or Temporary Occupancy Permit for the portion of the Project that requires these Improvements as mitigation measures except as specified in a separate phasing agreement entered into by the Owner and the County and in accordance with the Master Transportation Study as approved with conditions by the County.

The Owner further agrees at its sole cost and expense as follows:

- (a) Design and construct any and all mitigation measures identified in the conditions of the Land Use Approvals and the County-approved Master Transportation Study. Such mitigation measures shall include, but are not limited to, additional through travel lanes, additional turning lanes, and modifications to existing traffic signals reasonably proximate to the Subject Property. If sufficient rights-of-way or government patent easements do not exist to permit construction of a mitigation measure, the Owner will be required to obtain and dedicate the necessary right-of-way or pay the County its acquisition cost of that right-of-way should the County elect to acquire the right-of-way by purchase or exercise of eminent domain.
- (b) Regardless of whether the following Improvements are identified in the conditions of the Land Use Approvals and the Master Transportation Study, the Owner, shall dedicate the right-of-way for the following Improvements, and will design and construct at its sole cost and expense said Improvements within the time periods specified in the Master Transportation Study or as specified in a separate phasing agreement entered into by the Owner and the County or within the time period specified by the County if said time periods are not specified in the Master Transportation Study or the phasing agreement:

- (1) Dedicate the necessary right-of-way along Las Vegas Boulevard to provide one hundred (100) feet from the true centerline of Las Vegas Boulevard. Of this, eighty-five (85) feet is to be designated for transportation related improvements on Las Vegas Boulevard identified herein and to accommodate possible future Regional Transportation Commission of Southern Nevada (RTC) improvements.
- (2) Dedicate additional right-of-way to accommodate and construct dual left turn lanes (northbound to westbound) and a raised median island on the south leg of the Paradise Road at Karen Avenue intersection.
- (3) Construct an exclusive right turn lane on the south leg (northbound to eastbound) of the Driveway A at Las Vegas Boulevard intersection. The lane shall be full width section and maximize the available frontage with appropriate transition.
- (4) Construct an exclusive right turn lane on the south leg (northbound to eastbound) of the Driveway B at Las Vegas Boulevard intersection. The lane shall be full width section and a minimum of 150 feet in length with appropriate transition.
- (5) Construct an exclusive right turn lane on the north leg (southbound to westbound) of the Karen Avenue at Paradise Road intersection. The lane shall be full width section and maximize the available frontage with appropriate transition.
- (6) Construct an exclusive right turn lane on the north leg (southbound to westbound) of the Driveway E at Paradise Road intersection. The lane shall be full width section and a minimum of 150 feet in length with appropriate transition.
- (7) The Project includes Private Pedestrian Walkways over the Project's Driveway A at Las Vegas Boulevard South and from Las Vegas Boulevard South over the project's hotel porte-cochere. The grade-separated Private Pedestrian Walkways shall include transit grade escalators and elevators or include ramps to meet or exceed the Americans with Disabilities Act. The grade-separated Private Pedestrian Walkways shall have direct access to the public sidewalks and be accessible to the public at all times. Owner shall design and construct the Private Pedestrian Walkways at its sole cost and expense and shall commence construction of these Walkways upon approval of plans submitted to the County and shall have the work completed within one year of commencement. However, no Temporary Certificate of Occupancy for public use for any portion of the Project can be issued unless and until the Walkways set forth in this paragraph are completed and open for use by general public. Owner shall grant an easement to County across the Private Pedestrian Walkways for public/pedestrian access. Owner shall own, operate and maintain the Private Pedestrian Walkways at its sole cost and expense.

- (c) **Additional/Modified Improvements.** Owner shall dedicate or grant any necessary rights-of-way or easements, and design and construct additional or modified improvements, agreed upon by the Parties as specified in any future approved Study, update(s) or modification(s).
- (d) **Driveway Coordination.** In no instance shall a signalized intersection be formed or modified that does not permit concurrent left turn phasing in the northbound and southbound directions and in the eastbound and westbound directions due to a geometric offset.

4.06 Pedestrian Grade Separation Systems.

- (a) **Paradise Road.** Prior to the issuance of any Occupancy Permit or Temporary Occupancy Permit for the Project, the Owner will at its sole cost and expense design and complete construction of a Pedestrian Grade Separation System (“Paradise Road PGSS”) across Paradise Road between the Project’s northerly and southerly property lines at a location to be determined by County. Owner will work with County to determine the location of the Paradise Road PGSS over Paradise Road early in the Project’s design in order to ensure that adequate clearance is provided. Prior to the commencement of construction of the Paradise Road PGSS, Owner shall prepare and submit to the County a design acceptable to the County that is prepared by a Nevada registered engineer. Owner agrees to make any modifications or adjustments to the Paradise Road PGSS and its location as requested by the County. The Paradise Road PGSS shall be ADA compatible and shall include elevator(s), escalator(s), and stairway(s).

Prior to commencement of construction of the Paradise Road PGSS, the Owner shall at its sole cost and expense obtain all property rights, approvals and permits, as determined by the County for the Paradise Road PGSS, including those needed for occupation, access, construction and maintenance or pay the County the acquisition cost of the right-of-way needed for the Paradise Road PGSS should the County elect to acquire the right-of-way. Upon completion of construction of the Paradise Road PGSS, Owner shall transfer to the County, at no cost and expense to the County, all property rights requested by the County including but not limited to those property rights identified by the County as necessary for the permanent occupation of the Paradise Road PGSS, pedestrian access and use, and maintenance of the Paradise Road PGSS. Said property rights transferred by Owner to County shall be transferred free of all liens, restrictions, encumbrances, covenants, and conditions. If at any time any liens, restrictions, encumbrances, covenants, or conditions arise, Owner shall be responsible to indemnify, defend and hold harmless the County and remove the liens, restrictions, encumbrances, covenants, and conditions from the property transferred.

Upon completion of the Paradise Road PGSS in a manner satisfactory to the County, Owner shall be responsible for the transfer of title or for effectuating the transfer title to the Paradise Road PGSS in a bill of sale acceptable to the County at no cost or expense to the County. Said Paradise Road PGSS shall be transferred free of all

liens, restrictions, encumbrances, covenants, and conditions. If at any time any liens, restrictions, encumbrances, covenants, or conditions arise, Owner shall be responsible to indemnify, defend and hold harmless the County and remove the liens, restrictions, encumbrances, covenants, and conditions from the Paradise Road PGSS. After construction, Owner shall operate and maintain the Paradise Road PGSS at its sole cost and expense. In the event the only location acceptable to the County for bridge landing(s), escalators, elevators or other appurtenances are internal of the building footprint (as determined by the County), all maintenance of the pedestrian grade separated facilities within the building footprint shall be the responsibility of the Owner. Should the Owner fail to maintain any portion of the Paradise Road PGSS as required herein in a manner satisfactory to the County, the County may perform the necessary maintenance and bill the Owner for the actual cost incurred by the County. Owner agrees to pay said cost within thirty (30) days of receipt of invoice from the County.

Owner agrees that all forms of advertising is prohibited on or within the Paradise Road PGSS.

Within thirty (30) days of receipt of a written request by the County and at no cost or expense to the County, the Owner agrees to grant or be responsible for effectuating a permanent, perpetual, exclusive and irrevocable easement for placement, operation, use, maintenance, construction, reconstruction, repair, modification and installation of the Paradise Road PGSS, and a permanent, perpetual, exclusive and irrevocable easement for unimpeded public pedestrian access, use and passage on, over, under, above and through the Subject Property (hereinafter referred to as the "Permanent Easement"). The Owner further agrees that the final legal descriptions for the Permanent Easement as required above shall be, if required by the County, amended, finalized, legally described and/or rescinded as necessary, at no cost to the County, to conform to the final as built plans for the Paradise Road PGSS. Notwithstanding the above, if there are utility conflicts requiring the Paradise Road PGSS to be constructed outside of the Permanent Easement area, the final legal descriptions for the Permanent Easement shall be, if required by the County, amended, finalized, legally described and/or rescinded as necessary, at no cost to the County, to accommodate the construction and to reflect the final as built plans for the Paradise Road PGSS.

An agreement between the Owner and the County more fully describing the terms and conditions related to the Paradise Road PGSS including but not limited to maintenance obligations must be executed prior to the issuance of building permits for such system.

- (b) **Las Vegas Boulevard South.** Owner shall pay within thirty (30) days of the date of invoice from County a cash contribution equal to fifty (50%) of the total overall design and construction costs and expense of two additional Pedestrian Grade Separation Systems ("Owners Proportionate Share"). The Parties agree that County shall not submit an invoice to Owner for the Las Vegas Boulevard South Pedestrian Grade Separation System until after the date a temporary certificate of occupancy is issued for the Project. One Pedestrian Grade Separation System will cross Las

Vegas Boulevard South at or near the intersection with Sahara Avenue (the “Las Vegas Boulevard South – Sahara PGSS”) and the other Pedestrian Grade Separation System will cross Las Vegas Boulevard South at or near the intersection of Circus Circus Drive (the “Las Vegas Boulevard South – Circus Circus PGSS”) each to be designed and constructed by the County. The Owner’s Proportionate Share for each Pedestrian Grade Separation System may, at the sole discretion of the County, be reduced by the percentage of other private contributions actually received by the County for each Pedestrian Grade Separation System from other property owners on the intersection of Las Vegas Boulevard South and Sahara Avenue and Las Vegas Boulevard South and Circus Circus Drive respectively prior to the County’s advertisement for construction bids for each Pedestrian Grade Separation System. Said intersections as referred to herein shall include those privately owned properties lying within unincorporated Clark County a distance of up to 1,320 feet from each intersection. The percentage of such other private contributions shall be determined by the County in its sole discretion. Nothing herein shall be construed to require the County to exact and/or obtain contributions from other private property owners for any portion of a Pedestrian Grade Separation System. Owner shall make all payments required herein within thirty (30) days of the date of a written invoice from the County indicating that the County is proceeding to advertise a project to construct a Pedestrian Grade Separation System. Should the County fail to award a project to construct the Pedestrian Grade Separation System within one-hundred twenty (120) days following receipt of such payment, the County shall return such payment to the Owner except if litigation is commenced challenging the awarding of the bid for construction of the Pedestrian Grade Separation System. In the event the County returns such payment, the Owner shall be obligated to make payment as set forth herein upon receipt of any subsequent notice indicating that the County is proceeding with the construction of the Pedestrian Grade Separation System. Any betterments or special features of the Pedestrian Grade Separation System requested by the Owner to the basic design proposed by the County shall be borne entirely by the Owner and shall be subject to a separate agreement with the County. The cost to design and construct the Pedestrian Grade Separation System shall be determined by the County in its sole discretion. The County may bill the Owner in phases or on a one time basis depending on whether the Pedestrian Grade Separation System is constructed in different phases or all at the same time. Owner agrees that County has the sole discretion to determine if and when the Pedestrian Grade Separation System will be designed and constructed.

4.07 Clark County Water Reclamation District:

- (a)** Owner shall comply with the current Clark County Water Reclamation District (“District” for purposes of Section 4.07) Resolutions 83-012 and 87-009, as well as any future changes to these resolutions.
- (b)** Owner shall design and install all public and private sewers in accordance with the Design and Construction Standards for Wastewater Collection Systems – Southern Nevada 2019, as amended. The District will be reviewing and approving all public and private sewer designs and inspecting all public and private sewers.

- (c) Owner shall provide average and peak sewer flows at build out of the entire project to the District.
- (d) Owner shall install sewer line flow monitors in locations determined by CCWRD to be operated for 3 weeks to determine the location of connection to the public sewer.
- (e) Owner is advised that construction of an off-site sewer may be required as part of the Project to reach a point of capacity in the collection system.
- (f) Owner shall submit an odor control plan that addresses how liquid and gas phase odors from on-site will be mitigated. The odor control plan must be submitted and approved by the District prior to the completion of the design of the project's sewer collection system.
- (g) Owner shall provide the District with access to the odor control system so that it may service and maintain the system.
- (h) Owner is advised that proposed structures and intense landscaping over or in the vicinity of the sewer line and within the easement are shown on the drawings. This is not allowed. The public sewer easement does not allow encumbrances within its boundaries.
- (i) Owner shall maintain access to all public sewers on-site. No permanent structures shall be placed over a public sewer, including without limitation, walls, landscaping, parking stalls, trash enclosures, et cetera. Owner shall dedicate or shall be responsible in effectuating the dedication of a minimum twenty-foot (20') easement for each public sewer onsite. The sewer line must be centered in the easement. The easement width will be required to be larger than twenty feet (20') if: (1) Any other utilities occupy the same easement; (2) the sewer is deep; or (3) retaining walls are located near the sewer.
- (j) Owner shall not place footers over existing public sewer lines.
- (k) Owner shall place any and all tie backs below public sewer lines.
- (l) Upon reasonable notice of a minimum of twenty-four (24) hours to the Owner or its representative, the District shall have the right to enter onto the Subject Property to conduct inspections.
- (m) Owner must meet with District staff as soon as practicable to resolve capacity, easement and access issues.
- (n) Owner shall provide the District with twenty-four (24) hour access to maintain public sewer lines.

SECTION 5 REVIEW AND DEFAULT

5.01 Frequency of Reviews. As required by NRS § 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) month period during the Term, the Owner shall provide and the County shall review in good faith, a report submitted by Owner documenting the extent of Owner's and the County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either Party, shall be continued to afford sufficient time for response. The County and Owner shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.

5.02 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices shall be delivered by registered mail to the address provided in Section 7.07 of this Agreement. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending, the Party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing Party shall take no further action. If the default is not corrected after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

(a) County Procedures.

- (1) Hearing Scheduled.** If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available County Commission zoning agenda. The letter shall notify the Owner of the action taken and shall give the Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The County shall notify the Owner of the hearing by sending notice of the hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Owner of the hearing shall contain the intended hearing date.
- (2) Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Owner and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and

inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any occupancy permit issued on or before the date of the termination. The Owner shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) **Owner Procedures.**

(1) **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available County Commission zoning agenda.

(2) **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) days after the date that a notice of the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(c) **Waiver.** Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

(d) **Notices.** All notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

5.03 Unavoidable Delay or Default, Extension of Time for Performance. Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the Parties. If written notice of any such delay is given to the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) days of such

written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the County and the Owner.

5.04 Institution of Legal Action. The County and Owner agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Owner may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Owner or to any other person or entity for any monetary damages whatsoever. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

5.05 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

5.06 Adjustments for Inflation. In the event mitigation fees are not paid within one (1) year from the Effective Date of this Agreement, the amount of the contribution may be adjusted for inflation. Each mitigation fee payment provided on or after one (1) year from the Effective Date of this Agreement ("Adjustment Date") shall be adjusted for inflation equal to the change in the Consumer Price Index ("CPI") between the Adjustment Date and the date the payment is made, using the Consumer Price Index (CPI) US City Average, All Items. If the Parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to the Owner. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

SECTION 6 CONFLICTING LAWS

6.01 Conflicting State or Federal Laws. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected and the conflicting laws or regulations shall not be applied retroactively.

- (a) Notice and Copies.** Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law or regulation or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement.
- (b) Modification Conferences.** The Parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to

modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

- 6.02 County Commission Hearings.** In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect or enactment of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. The Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.04. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

SECTION 7 GENERAL PROVISIONS

- 7.01 Enforcement and Binding Effect.** This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing “cost based fees” which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County’s jurisdiction.
- 7.02 Duration of Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire when all obligations hereunder are satisfied or upon the expiration of Land Use Approvals if construction has not commenced, whichever comes first. Notwithstanding the termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.
- 7.03 Assignment.**
- (a) Transfer Not to Relieve the Owner of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve the Owner of its obligations under this Agreement.
 - (b) Transfer to an Affiliate of the Owner.** In the event of a sale or transfer of all of the Owner’s interest in the Subject Property to any one or more limited liability companies, partnerships, corporations or other entities which the Owner controls or in which the Owner has a controlling interest or which controls the Owner, the rights of the Owner under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Owner hereunder. The Owner or its affiliate shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Owner from its obligations under this Agreement.
 - (c) Third Party Assignment.** In the event of a sale or transfer of all of the Owner’s interest in the Subject Property to any entity not affiliated with the Owner as provided in subparagraph (b) above, the rights and obligations of the Owner under

this Agreement may be transferred or assigned to such third Party, provided such third Party assumes in writing all obligations of the Owner. The Owner or such third Party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County's consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve the Owner from its obligations under this Agreement.

- (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of the Owner's interest in the Subject Property, the Owner shall provide the County with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Certificate, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.
- (e) **Financing Transactions.** The Owner has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to the County.

7.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Sections 3 and 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the County and Owner hereto; *provided, however*, that to the extent this Agreement expires pursuant to Section 7.02 above, terminates, or the Owner abandons or materially redesigns the Project, and a new or amended development agreement is required for a new or redesigned project, the Party who made payments shall be entitled to a credit, equal in gross amount to the amount of such payments already paid, against the amount the Party is required to pay to mitigate the impact of its development under the new or amended development agreement.

7.05 Indemnification. Except as expressly provided in this Agreement, the Owner shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

- (1) the development, construction or operation of the Project;
- (2) any personal injury, death or property damage related to the Property or Project;
- (3) any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
- (4) a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;

- (5) any act, conduct or omission of the Owner, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
- (6) any action, approval, denial or decision of the County relating to this Agreement or the Project.

All Net Land Development LLC's indemnification obligations cease upon the following: 1) the property is conveyed to the Developer; and 2) the County consents to the assignment of all obligations to Developer pursuant to Section 7.03(c) under this Agreement. The Owner shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives termination and/or completion of this Agreement.

Whether or not the Owner accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If, after tendering defense to Owner under Section 7.05, the County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim after giving reasonable notice to Owner, the Owner remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Owner is liable for reimbursement of the County for any amounts paid in discharge of the claim. The Owner agrees to pay, within thirty (30) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Owner shall not be liable for, and shall not indemnify the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the County, its officers, agents, employees or representatives.

7.06 Binding Effect of Agreement. Subject to Section 7.03 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective successors in interest and the Owner of the Subject Property.

7.07 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: COUNTY OF CLARK
Department of Comprehensive Planning
Clark County Government Center
500 South Grand Central Parkway, 1st Floor
P.O. Box 551741
Las Vegas, NV 89155-1741

Attn: Director

With a copy to: COUNTY OF CLARK
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION
Clark County Government Center
500 South Grand Central Parkway, 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215

To the Owner: All Net Land Development LLC
3221 South Torrey Pines Dr.
Las Vegas, NV 89146 Attn: David Lowden

With copies to: Kevin M. Hanratty, Esq.
Hanratty Law Group
1815 Village Center Circle, #140
Las Vegas, NV 89134

To the Developer: Dribble Dunk, LLC
Attn: Jackie Robinson
2300 West Sahara Ave., Suite 800
Las Vegas, Nevada 89102

With copies to: Noah G. Allison, Esq.
The Allison Law Firm Chtd.
3191 East Warm Springs Road
Las Vegas, NV 89120

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

7.08 Entire Agreement. This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.

7.09 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or the Owner, as the case may be. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

- 7.10 Recording Amendments.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and the Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion of performance of this Agreement or its earlier cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Owner shall be recorded with the Clark County Recorder.
- 7.12 Headings, Exhibits, Cross References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and exhibits shall be to Sections and exhibits of or to this Agreement, unless otherwise specified. Unless otherwise expressly set forth herein, all references to “days” in this Agreement shall mean calendar days.
- 7.13 Severability of Terms.** If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the Parties’ ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to carry into effect the original intention of the Parties.
- 7.14 Voluntary Agreement.** The Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.15 Joint and Several.** If there are more than one Owner, they agree that they shall be jointly and severally liable to the County. If one Owner determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other Owner and may not seek contribution or any other remedy from the County.
- 7.16 Third-Party Beneficiary.** 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.

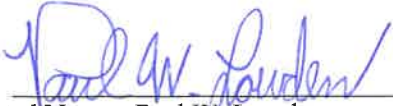
IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

[signatures appear on following page]


THE OWNER:

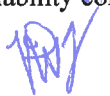
All Net Land Development LLC, a Nevada limited liability company

Archcon Corporation, Manager

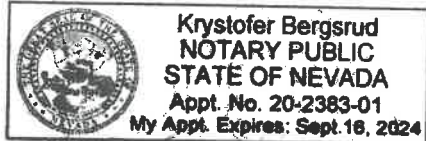
By: 
Printed Name: Paul W. Lowden
Title: President, Archcon Corporation

STATE OF Nevada)
) ss:
COUNTY OF Clark)

This instrument was acknowledged before me on the 22 day of March,
2021, by Paul W. Lowden, the President of Archcon a Nevada limited
liability company. Corporation 




NOTARY PUBLIC



Dribble Dunk, LLC, a Nevada limited liability company

By:

Title: Manager

STATE OF NEVADA

) ss:

COUNTY OF Clark

This instrument was acknowledged before me on the 22nd day of March, 2021, by DAVID E. JOHNSON, the OWNER of part of a Nevada limited liability company.

NOTARY PUBLIC



THE COUNTY:

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF CLARK, STATE OF NEVADA

ATTEST:

Marilyn Kirkpatrick
Chair

Lynn Marie Goya
County Clerk

My Commission expires: _____

LIST OF ATTACHED EXHIBITS

- A SUBJECT PROPERTY**
- B APPLICABLE CHAPTERS OF TITLE 30**
- C LEASE WITH OPTION TO PURCHASE AGREEMENT**
- D AGENDA SHEETS AND NOTICES OF FINAL ACTION**

EXHIBIT "A"

SUBJECT PROPERTY

Being a portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 9 and a portion of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 10, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

Commencing at the Northeast (NE) corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 9; thence South 04°43'06" East along the East Line of said Section 9, a distance of 896.80 feet to a point, said point being the Northeast (NE) corner of that certain parcel of land conveyed by Hotel Securities Co. to El Rancho Vegas by Corporation Deed recorded March 20, 1945 shown as Document No. 194417, Clark County, Nevada Official Records, said point also being THE POINT OF BEGINNING; thence South 87°12'23" East parallel to the North line of said Section 9, a distance of 342.86 feet to the West line of Paradise Road; thence South 00°14'47" West along said West line of Paradise Road, a distance of 868.44; thence North 87°12'23" West parallel to the North line of said Section 9, a distance of 1572.55 feet to the East line of Las Vegas Boulevard South; thence North 28°00'00" East along said East line of Las Vegas Boulevard South, a distance of 958.89 feet; thence South 87°12'23" East parallel to the North line of said Section 9, a distance of 782.72 feet to THE POINT OF BEGINNING. (Deed reference 951002-00073).

The above legal description was contained in that certain Grant, Bargain and Sale Deed recorded October 02, 1995 in Book 951002 as Instrument No. 00073, of Official Records.

EXHIBIT “B”

APPLICABLE CHAPTERS OF TITLE 30

- 30.08 DEFINITIONS
- 30.24 PLANNED UNIT DEVELOPMENT
- 30.36 ZONING DISTRICTS AND MAPS
- 30.40 ZONING BASE DISTRICTS
- 30.44 USES
- 30.48 ZONING OVERLAY DISTRICTS
- 30.56 SITE DEVELOPMENT STANDARDS
- 30.60 PARKING AND LOADING REGULATIONS
- 30.64 SITE LANDSCAPING AND SCREENING STANDARDS
- 30.66 LANDSCAPE MAINTENANCE
- 30.72 SIGNS
- 30.76 NONCONFORMITIES

* Refer to definition 1.01(d) of this Agreement for exceptions to the locked in chapters of Title 30.

EXHIBIT “C”

LEASE WITH OPTION TO PURCHASE AGREEMENT

[exhibit continued on following pages]

**LEASE
with
OPTION TO PURCHASE**

THIS LEASE WITH OPTION TO PURCHASE (this "Lease") is made and entered into as of the 22nd day of March, 2021 ("Effective Date"), by and between All Net Land Development, LLC, a Nevada limited liability company ("Landlord"), and Dribble Dunk, LLC, a Nevada limited liability company ("Tenant").

RECITALS

- A. Landlord owns an approximately 27-acre parcel of land located at 2601 Las Vegas Boulevard South and 2737 Paradise Road in Las Vegas, Nevada, which land is legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").
- B. Tenant wishes to occupy the Property as a tenant while continuing entitlement, as a developer, to build and operate a sports and entertainment arena, together with a hotel and various concessions, operations and businesses related thereto available to the general public (the "Project").
- C. Tenant wishes to have an option for the exclusive right to purchase the Property on which it will build the Project.
- D. Whereas, Landlord as Owner, Tenant as Developer and the County of Clark, Nevada have entered into a Development Agreement of even date herewith and Tenant intends to take assignment of the Development Agreement upon its exercise of the option and purchase of the Property, Landlord and Tenant now enter into this Lease as hereinafter set forth.

ARTICLE 1

Description of Demised Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term, at the rental, and upon all of the terms, covenants, conditions, and limitations set forth herein, the Property, together with any and all of the currently existing improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway (open or

proposed) to the center line thereof, in front of or adjoining said tract, piece or parcel of land and together with any strips and gores relating to said tract, piece or parcel of land, all rights of use, air rights, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to the foregoing (all the foregoing hereinafter sometimes referred to as the "Demised Premises"). The lease of the Demised Premises is subject to any governmental laws, rules, regulations or zoning ordinances affecting the Demised Premises. Landlord expressly reserves from this demise of the Property any and all mineral rights, and oil and gas rights, provided, however, that Landlord shall have no right to direct surface entry or to affect or interfere with the lateral support of any improvements on the Property.

ARTICLE 2

Term

2.1 Term. Unless terminated earlier as elsewhere herein provided, the term of this Lease (the "Lease Term") shall be for a period commencing on the Effective Date, and ending on the earlier of (i) the date Tenant purchases the Property, (ii) the date this Lease is terminated pursuant to any of the provisions of this Lease, or (iii) December 31, 2021.

2.2 Option to Purchase the Property. During the period from the Effective Date through July 31, 2021 (the "Option Period"), Tenant shall have the exclusive right to purchase the Property on the terms and conditions contained in Article 14 hereof (the "Option").

2.3 Option Period Extensions. In the event Tenant has not exercised its Option to purchase the Property and close escrow for the sale and purchase of the Property prior to expiration of the Option Period on July 31, 2021, then Tenant may extend the Option Period for up to five (5) additional calendar months by Tenant paying in advance to Landlord the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each such calendar month extension (the last such optional extension, if purchased, expiring on December 31, 2021). The fees for Option Period extensions shall apply to the purchase price if the Option is exercised and the Property is purchased. The fees for Option Period extensions shall be deemed fully earned and retained by Landlord in the event the Lease and/or Option expire or are terminated according to the provisions of this Lease without the Option being exercised.

2.4 Termination. This Lease, if not terminated sooner according to provisions contained herein, shall terminate and become null and void without further notice upon the expiration of the term specified, and any holding over by Tenant, without Landlord consent,

after the expiration of said term shall not constitute a renewal hereof or give Tenant any rights hereunder in or to the leased Property.

ARTICLE 3

Rent

3.1 Rent During the Lease Term. During the Lease Term of this Lease, Tenant shall pay Landlord as rent for the Demised Premises the sum of One Hundred Thousand Dollars (\$100,000.00) per month. Monthly rent shall be paid in advance of the first day of each monthly period without abatement, deduction or offset, commencing on the Effective Date. Monthly rent shall be prorated for any partial month of the Lease Term. Billboard rent paid by LAMAR during the Lease Term shall be retained by Landlord.

3.2 Place of Payment. All rents and other monies required to be paid by Tenant hereunder shall be paid to Sahara Las Vegas Corp., sole owner of Landlord, without deduction or offset, prior notice or demand, in lawful money of the United States of America, at Sahara Las Vegas Corp., 3221 S. Torrey Pines, Las Vegas, NV 89146, or at such other place as Landlord may, from time to time, designate in writing.

3.3 Rent Net. Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the full amount of the installments of rent throughout the Lease Term, and Tenant shall pay all expenses of operation and maintenance of the Property during the Lease Term, except for Clark County real property taxes and Special Improvement District #97B assessments which shall be paid by Landlord. Rent, and all other sums payable by Tenant hereunder, shall be paid without notice (except as otherwise expressly herein provided), demand, counterclaim, setoff, deduction or reduction, and the obligations and liabilities of Tenant hereunder shall in no way be released, discharged or otherwise affected by reason of (i) any damage to or destruction of any part of the Property or improvements constructed thereon which is not caused by Landlord whether directly or indirectly; (ii) any restriction or prevention of or interference with any use of the Property; or (iii) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Landlord, or any action taken with respect to this Lease by such proceeding. Except as expressly provided in this Lease, Tenant waives all rights now or hereafter to quit, terminate or surrender this Lease or the Property or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of rent or any other sum payable by Tenant hereunder.

3.4 Additional Consideration. As additional consideration for Landlord to enter into this Lease, in the event Tenant constructs a sports and entertainment arena on the Property, Tenant shall provide to Landlord, for Landlord's exclusive use during the period commencing the date Tenant's arena opens for business and continuing for a period of ten (10) years, one (1) arena seating box of size similar to those boxes intended for sale or rent to major Las Vegas Resort Hotels. The seating box shall be fully finished for use and shall be located on the lower level of box levels in the arena and shall be either one of the boxes adjacent to the box on the players' benches side of the arena which is closest to the center court line of the basketball court configuration for the arena. Landlord's use of the box shall terminate upon expiration of the ten-year period described above.

ARTICLE 4

Taxes, Utilities and Maintenance

4.1 Taxes. Landlord shall pay all Clark County real property taxes and Special Improvement District Assessments during the Lease Term. In addition to the rent specified herein, Tenant shall pay and discharge all other charges of every description which during the Lease Term may be levied upon or assessed against the Property and any or all improvements and other property thereon or therein, whether owned by Tenant or Landlord.

Tenant shall protect and hold harmless Landlord and the Property, and all improvements in, on, or about the same, from all liability for any and all of the aforementioned taxes, assessments, and charges payable by Tenant, together with any and all interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

4.2 Utilities. Tenant shall pay all charges for water, gas, heat, electricity, power, garbage service, air conditioning, telephone service, sewer service charges and sewer rentals charged or attributable to the Property, and all other services or utilities used in, upon or about the Property by Tenant or any of its subtenants, licensees or concessionaires during the Lease Term.

4.3 Maintenance and Repairs. Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, on or about the Property, or any part thereof, during the term of this Lease. However, should the Owner be required to make any changes, alterations, additions, improvements or repairs in, on or about the Property pursuant to the terms and provisions of the Development Agreement, Tenant shall pay all costs

for such in the amount and in the manner prescribed in Article 14 hereof, and Landlord, as Owner, shall have no obligation to perform such unless Tenant and Landlord agree to proceed with such according to the provisions of Article 14 hereof. Tenant at its expense will keep the Property, all the improvements thereon, and the adjoining sidewalks and curbs in good and clean order and condition, and will promptly make or cause others to make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be at least equal in quality to the original work. Tenant waives any rights created by any law now or hereafter in force to make repairs to the Property or any part thereof at Landlord's expense. Any and all landscaping, maintenance and other expenses or costs incurred in connection with the Property, and the operation of a business or businesses thereon, shall be solely the obligation of Tenant, and shall be paid and discharged by Tenant when due; it being understood and agreed that the rent to be paid to Landlord as specified in Article 3 hereof is to be a net rental to Landlord, with any and all expenses attributable to the Property during the term of this Lease being solely the obligation of Tenant, except for Clark County real property taxes and Special Improvement District #97B assessments.

ARTICLE 5

Use of the Property

5.1 Use. The Property is leased to Tenant for the purpose of maintaining entitlement to build and operate a sports and entertainment arena, together with a hotel and various concessions, operations and businesses related thereto available to the general public. Tenant shall not use or suffer to be used the Property, or any portion thereof, for any other purpose or purposes whatsoever, nor shall Tenant change the manner or scope of use.

Tenant shall not use or permit any other person to use the Property, or any part thereof, for any purpose tending to injure the reputation of the Tenant, the Landlord or the Property or for any improper or offensive use or one which constitutes a nuisance; and Tenant shall at all times during the Lease Term conform to, and cause all persons using or occupying any part of the Property to comply with all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon.

Tenant covenants and agrees to indemnify and save Landlord harmless from any and all penalties, damages, losses and expenses (including reasonable attorneys' fees) incurred by or imposed upon Landlord for any violation or alleged violation of any law, ordinance or regulation applicable to the use and occupancy of the Property, whether occasioned by neglect, omission or willful act of Tenant, or any person upon the Property by permission or invitation of Tenant or holding or occupying the same or any part thereof under or by right of Tenant.

ARTICLE 6
Insurance and Indemnification

6.1 Liability Insurance. Tenant shall, at all times during the Lease Term, at its sole cost and expense, procure and maintain in full force and effect with insurance carriers duly licensed to conduct business in the State of Nevada and with a BEST rating of A+ or better a policy of Commercial General Liability insurance with coverages including, but not limited to, bodily injury, property damage, personal and advertising injury, employer's liability, fire damage liability, and any other liability coverages reasonably required to insure Tenant and Landlord against claims of liability arising out of Tenant's use of the Property and the improvements thereon or arising out of Tenant's conduct of its business on the Property and upon or within the improvements thereon. Such liability policy shall have a limit of not less than \$2,000,000 per each occurrence and a \$10,000,000 limit as general aggregate. Such liability policy or policies will show Landlord, its owner and its owner's parent company as additional insured parties and as such, the defense of any legal action or suit against the Tenant or Property involving the Landlord will be tendered to the Tenant's insurance carrier. Landlord will not monetarily share or participate in the retention or deductible amount contained in the Tenant's liability policy.

6.2 Workers' Compensation. At all times during the Lease Term Tenant shall maintain in full force and effect Workers' Compensation insurance as required by the State of Nevada.

6.3 Proof of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder together with a certified copy of each such policy shall be delivered to Landlord and all other additional insureds on or before the Effective Date hereof and thereafter, as to policy renewals, Tenant shall deliver to Landlord a binder not less than fifteen (15) days prior to the expiration of the policy and a certified copy of the renewal policy within sixty (60) days after inception. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall be from an insurer and in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease.

6.4 Waiver of Liability and Change in Policy Terms. Tenant hereby waives any and all rights of recovery from Landlord, its officers, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts)

enumerated in each form of insurance policy required to be maintained by Tenant hereunder. All insurance maintained by Tenant pursuant to this Article 6, except for workers' compensation insurance, shall name Landlord and Tenant as insureds (and such other Persons as are designated by Landlord), as their respective interests may appear, and shall include an effective waiver by the issuer of all rights of subrogation (if Tenant is able to obtain a waiver of the right of subrogation after using its best efforts) against any named insured or such insured's interest in the Property, the improvements thereon or any income derived therefrom, and all such policies shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Landlord and Tenant of written notice thereof.

6.5 Indemnification. Tenant is deemed to be in possession and control of the Property during the term of this Lease. Any right of entry by Landlord hereunder other than upon Tenant's default is for purposes of inspection or compliance with requirements of the Development Agreement if Landlord elects to do so. Except to the extent of Landlord's gross negligence or willful misconduct Tenant will protect, indemnify and hold harmless Landlord and the Property from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against Landlord or the Property by reason of the occurrence or existence of any of the following: (a) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Property or improvements thereon or any part thereof or the adjoining sidewalks, curbs, streets or ways, except for any accident, injury to or death of persons or loss or damage to property to the extent caused by the willful or negligent act of Landlord, (b) any use, nonuse or condition of the Property or the improvements thereon or any part thereof or the adjoining sidewalks, curbs, streets or ways, (c) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or improvements thereon or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Landlord will notify Tenant of such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant and approved by Landlord. Without limiting Tenant's obligations hereunder, Landlord shall have the right to appear on its own and at Landlord's cost in any such action, suit or proceeding.

ARTICLE 7

Improvements and Alterations

7.1 Tenant's Improvements. During the term of this Lease, Tenant shall not take any action or make any alteration, addition or improvement to the Property which will initiate or

cause an obligation or expense of the Owner under the provisions of the Development Agreement. Tenant shall have the right to make alterations, additions or improvements on or to the Property only with Landlord's written consent, even if such alterations, additions or improvements are pursuant to the Development Agreement. Written consent will be at the sole discretion of Landlord. To provide consent, Landlord may require that (i) Tenant deliver to Landlord prior to any construction, a complete set of plans and specifications for the proposed construction, Tenant's good faith estimate of total construction costs, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all necessary permits for such construction, (ii) Landlord may require Tenant to establish a construction disbursement account or to provide lien and completion bonds in form and amount satisfactory to Landlord, (iii) construction of all improvements, alterations and additions will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor reasonably acceptable to Landlord, and (iv) upon completion of any such work, Tenant shall provide Landlord with "as built" plans and drawings and proof of payment for all labor and materials.

7.2 Landlord's Non-responsibility for Improvements. Landlord shall not under any circumstances whatsoever be required under this Lease to build any improvements on the Property, or to maintain or make any maintenance, repairs, replacements, alterations or renewals of any nature or description to the improvements on the Property, which now exist or are hereafter constructed by Tenant. Any improvements, alterations, additions, repairs or replacements of any nature that Landlord elects to perform pursuant to the Development Agreement are subject to the provisions of Article 14 herein. Landlord shall have no obligation to improve, construct, maintain, operate, hold, manage, finance or guarantee the financing of or warrant in any way any improvements now existing or hereafter constructed in or to the Property, or any part thereof.

Nothing contained in this Lease shall constitute a consent or request by Landlord, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any improvements thereon, or be construed as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord or the Property. Tenant shall (except in the case of work costing less than \$10,000 or work undertaken in an emergency situation which does not allow time for advance notice to Landlord, in which event such notice shall be given to Landlord as promptly as possible) be required to obtain the written consent of Landlord prior to performing, or having performed, any work of improvement in on or about the Property, and Tenant shall give Landlord written notice of any work that could result in a mechanic's or materialman's lien being placed against the Property sufficiently prior to the

commencement of any such work to allow Landlord to post a notice of non-responsibility or any similar notice on the Property, but in no event less than fifteen (15) days prior to the commencement of such work.

Subject to the provisions of Article 14 herein, Landlord shall cooperate in all reasonable respects with Tenant in order to obtain permits and/or approvals, including executing, acknowledging and delivering any consents or any other instruments as may be required in connection with improvements to be made upon the Property or to other improvements thereon; provided, however, that in no event shall Landlord incur any liability, cost or expense in connection therewith.

ARTICLE 8

Liens and Subordination

8.1 Landlord's Lien. As security for the payment of all rent and other amounts required to be paid by Tenant as specified herein, Tenant hereby grants to Landlord a valid lien upon the leasehold estate of Tenant created pursuant to the terms of this Lease.

8.2 Mechanic's Liens. Tenant shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from or any claim for damage growing out of the work of any construction, repair, restoration, replacement, or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of such liens, claims and/or demands before any action is brought to enforce the same against the Property, and Tenant agrees to indemnify and hold Landlord and the Property free and harmless from all liability, damages and expenses (including reasonable attorneys' fees) for any and all such liens, claims and/or demands.

If Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Property, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord against liability for the same, and holding the Property free from the effect of such lien or claim, or if Landlord shall request, Tenant shall procure and record a bond freeing the Property from the effect of such lien, claim or action thereon.

If Tenant fails to discharge such lien or furnish a bond against the foreclosure thereof as provided by the statutes of the State of Nevada, Landlord may, but is not obligated to,

discharge the same or take such other action as Landlord deems necessary to prevent a judgment of foreclosure upon said lien from being executed against the Property, and all costs and expense, including reasonable attorneys' fees incurred by Landlord, shall be repaid by Tenant upon demand, and if unpaid may be treated as additional rent.

ARTICLE 9

Assignments and Subletting

Tenant shall not encumber, assign or otherwise transfer this Lease, or any right or interest hereunder, or in or to any of the improvements that hereafter may be constructed or installed on the Property, without the prior written consent and approval of Landlord. Written consent shall be at the sole discretion of Landlord. No such encumbrance, assignment or other transfer, whether voluntary or involuntary, by operation of law, under legal process, through receivership or bankruptcy, or otherwise, and no such subletting shall be valid or effective without such prior written consent and approval.

Should Tenant attempt to make or suffer to be made any such encumbrance, assignment, transfer or subletting, except with Landlord's consent, Landlord may, at its option, send written notice of intent to terminate this Lease pursuant to this Article 9. Tenant shall have fifteen (15) days to void any transaction that makes or suffers to be made or attempts to make or suffer to be made any encumbrance, assignment, transfer or subletting without Landlord consent. Should Tenant fail to void any such transaction or attempted transaction within fifteen (15) days of receipt of Landlord's notice of intent to terminate, then Landlord may, at its option, terminate this Lease forthwith by written notice, and upon such termination this Lease shall cease and be of no further force or effect, except as hereinafter otherwise provided.

Should Landlord consent to any such encumbrance, assignment, transfer or subletting, none of the restrictions of this Article 9 shall be thereby waived, but the same shall apply to each successive encumbrance, assignment, transfer or subletting hereunder, if any, and shall be severally binding upon each and every encumbrancer, assignee, transferee, subtenant and other successor in interest of Tenant.

In the event that Landlord gives consent and approval to any transfer or assignment, then before such transfer or assignment becomes effective for any purpose, the transferees and assignees must, in writing, assume all the obligation of this Lease, and agree to be bound by all terms of the Lease without in any way limiting, releasing, or discharging the original Tenant from any liability under any provision of this Lease on account of such transfer or assignment.

If Tenant is a corporation, limited liability company or an unincorporated association or a partnership, the transfer, assignment or hypothecation of any stock or interest in said entity in excess of fifty (50) percent in the aggregate shall be deemed an assignment within the meaning and provisions of this Article 9.

ARTICLE 10

Eminent Domain

The term "total taking" as used in this article means the taking of the entire Property under the power of eminent domain or taking of so much of the Property as to prevent or substantially impair the conduct of Tenant's business thereon. The term "partial taking" means the taking of a portion only of the Property which does not constitute a total taking as above defined.

If during the term of this Lease there shall be a total taking by public authority under the power of eminent domain, then the leasehold estate of Tenant in and to the Property shall cease and terminate as of the date the actual physical possession thereof shall be so taken. If during the Lease Term there shall be a partial taking of the Property which does not result in the inability of Tenant to continue its intended use of the Property, then this Lease shall terminate as to the portion of the Property taken upon the date upon which actual possession of the portion of the Property is taken pursuant to the eminent domain proceedings, but this Lease shall continue in force and effect as to the remainder of the Property. If during the Lease Term there shall be a partial taking of the Property resulting in the inability of the Tenant to continue its intended use of the Property, then the Tenant shall have the right, but not the obligation to terminate this lease or continue in force and effect as to the remainder of the property by written notice to Landlord and Landlord agrees to renegotiate in good faith the reduction of rent.

All compensation and damages awarded for the taking of the Property, or any portion thereof, shall, except as otherwise herein provided, belong to and shall be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for the diminution in value of any unexpired term of this Lease. All compensation and damages awarded for the taking of or injury to Tenant's improvements, or on account of any cost or loss Tenant may sustain in the removal of Tenant's fixtures, equipment or furnishings, or as a result of any alterations, modifications or repairs which may be reasonably required by Tenant in order to place the remaining portion of the Property not so condemned in a suitable condition for the continuance of Tenant's occupancy of the Property and conduct of its business thereon, shall be the sole property of Tenant and Landlord shall not have any claim or be entitled to any of the award.

If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article 10, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Property taken, shall be paid up to the date upon which actual physical possession shall be taken by the condemning authority, and the parties shall thereupon be released from all further liability.

ARTICLE 11

Destruction and Restoration

If during the Lease Term any building or improvement erected by Tenant on the Property, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant shall, at its sole cost and expense, repair or restore the same according to the original or similar plans. Such work of repair or restoration shall be commenced within ninety (90) days after the damage or loss occurs and shall be completed with due diligence.

All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration, and if such insurance proceeds shall not be sufficient for such purpose, Tenant shall make up the deficiency out of its own funds. Should Tenant fail or refuse to make the repairs or restoration as hereinabove provided, after thirty (30) days written notice by Landlord, then such failure or refusal shall constitute a default under the covenants and conditions hereof and all insurance proceeds so collected shall be forthwith paid over to and retained by Landlord on its own account and Landlord may, but shall not be required to, use and apply the same for and to the repair or restoration of the Property and improvements thereon, or Landlord may, at its option, terminate this Lease.

ARTICLE 12

Default and Remedies

Should Tenant (a) fail to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge or demand herein provided to be paid by Tenant at the times and in the manner herein provided; or (b) default in the payment of any installment of rent or any other sum when due as herein provided; or (c) fail to complete the construction, repair, restoration or replacement of the building or other improvement to be constructed on the Property within the times and in the manner herein provided; or (d) fail to use, maintain, and operate the Property as herein required, or abandon the Property; or (e) default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant; and if (i) any of the defaults or breaches specified

in subparagraphs (a) or (b) above shall continue uncured for a period of ten (10) days; or (ii) any of the defaults or breaches specified in subparagraphs (c), (d) or (e) above shall continue uncured for a period of thirty (30) days, from and after service upon Tenant of written notice by Landlord, then in such event, Landlord may, at its option, terminate this Lease and thereupon the rights of Tenant in and to the Property and all improvements thereon shall cease and end, and Landlord may, without further notice or demand or legal process, reenter and take possession of said Property and all improvements thereon and oust Tenant and all persons shall quit and surrender possession of said Property and all improvements thereon to Landlord. It is further understood and agreed that any breach of the restrictions of Article 9 hereof or breach of the restrictive covenant in Article 14 hereof shall give Landlord the right to immediately terminate this Lease upon notice to Tenant.

Any termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable to Landlord hereunder or any claim for damages then or theretofore accruing against Tenant hereunder, and any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default thereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

At Landlord's option, if Tenant has breached this Lease and abandoned the Property, no notice of termination need be given, and this Lease will continue in effect for so long as Landlord does not terminate Tenant's right to possession. Landlord may in that case enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due.

ARTICLE 13

Surrender and Removal

Upon the expiration of the term of this Lease or any earlier termination thereof, Tenant shall surrender to Landlord possession of the Property and all improvements constructed and installed thereon. If Tenant shall not then be in default under any of the covenants and conditions hereof, Tenant may remove or cause to be removed all movable furniture, furnishings and equipment installed in the buildings on the Property, so long as Tenant repairs any and all damage occasioned by the removal of such equipment. Any of said personal property that is not removed from said premises within twenty (20) days after the date of any

termination of this Lease thereafter shall belong to Landlord without the payment of any consideration.

Upon the expiration of the Lease Term or any sooner termination of this Lease, Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the Property and all improvements thereon.

ARTICLE 14

Development Agreement

14.1 Development Agreement and Intent of Tenant and Landlord. Landlord as Owner and Tenant as Developer have entered into a Development Agreement (the "Agreement") with the County of Clark, State of Nevada, as part of entitlement for the Project to be constructed upon the Property. It is the intent of the Landlord and Tenant that Tenant, upon its exercise of its option and purchase of the Property, take assignment of the Agreement, assuming all obligations of the Owner thereunder. The Agreement contains provisions that may obligate Landlord, as the Owner, to perform certain tasks and/or incur expenses prior to the assignment of the Agreement to Tenant. Tenant and Landlord agree that it is not the intent of Landlord to be the Developer or participate with the Developer in the development of the Project or to incur any expenses related thereto. However, the failure or refusal of the Owner to comply with requirements of the Agreement could result in suspension or termination of the Agreement resulting in loss of entitlement to construct the Project. Therefore, in order to protect and preserve full entitlement to the extent possible, for the benefit of Tenant, Tenant and Landlord agree to the provisions of this Article 14.

14.2 Tenant's Restrictive Covenant. Tenant agrees not to take any action or perform any task, or authorize any other person or party to take any action or perform any task, which would initiate or cause an obligation, financial or otherwise, on the part of the Owner, or cause continuation of an obligation on the part of the Owner, under the provisions of the Agreement. Breach of this restrictive covenant by Tenant shall give Landlord the right to immediately terminate this Lease.

14.3 Out-conveyance of Property or Granting of Easements. Should the Agreement require the Owner to convey any portion of the Property to Clark County or the State of Nevada, or grant any easement for any purpose whatsoever, prior to Tenant taking assignment of the Agreement, and Landlord agrees to do so, Tenant agrees, that prior to the conveyance of such property or the granting of such easement, Tenant shall pay to Landlord, in lawful cash of

the United States of America, a sum equal to a portion of the Option Price for the Property proportional to the size of the conveyance or granting compared to the 27-acre size of the Property, calculated as:

[size of the property conveyed or size of the easement granted in square feet]
divided by
[size of the Property in square feet]
multiplied by
[the Option Price].

For example, an out-conveyance for one half of an acre would require payment of:

$(43,560 \times 0.5 = 21,780) \div (27 \times 43,560 = 1,176,120) \times \$400,000,000 = \$7,407,407.$

Such payment shall be non-refundable, but shall apply 100% to the purchase price in the event the Option is exercised and the Property is purchased.

14.4 Payments Due or Construction Required Under the Agreement. Should the Agreement require the Owner to pay any costs of any nature whatsoever, prior to Tenant taking assignment of the Agreement, Tenant must, and agrees to, pay such costs directly to Clark County or as directed by Clark County or the Agreement.

Should the Agreement require the Owner, at Owner's expense, to perform construction of any nature whatsoever, prior to Tenant taking assignment of the Agreement, and Landlord agrees to do so, Tenant must, and agrees to, pay to Landlord a sum equal to 150% of the actual, if known, or estimated cost of such construction. Tenant shall then cause the construction to be performed and completed by a contractor or contractors duly licensed in the State of Nevada and qualified in all other respects to perform the construction. Landlord shall pay the costs directly to the contractor or contractors, and any cost overruns shall be the responsibility of Tenant, and any surplus funds held by Landlord shall be 100% credit toward the Option Price for purchase of the Property if the Option is exercised, but otherwise retained by Landlord.

14.5 Tenant's Failure to Pay. It is understood by Tenant, and agreed between Landlord and Tenant, that Landlord is not a participant in any manner in development of Tenant's Project. As such, Landlord's execution of the Agreement prior to Tenant purchasing the Property and taking assignment of the Agreement, is an accommodation to Tenant and its plans, and it's the intent of both parties that Landlord not incur any expense or suffer any loss in doing so. Should Tenant fail to pay any sums due under Article 14.3 or Article 14.4 above, then Landlord may allow the Agreement to be terminated for non-compliance or by agreement with Clark County. In addition, in the event Tenant and Landlord fail to agree on a remedy for any circumstance that causes actual or possible expense, loss or liability on the part of

Landlord, relative to the Agreement, prior to Tenant taking assignment, Landlord may allow the Agreement to be terminated for non-compliance or by agreement with Clark County.

ARTICLE 15

Tenant's Option to Purchase

15.1 Option to Purchase the Property. From the Effective Date of this Lease until July 31, 2021, or until any date for which Option Extensions have been purchased pursuant to Article 2.3 of this Lease, provided Tenant is not in default of any of the terms or provisions of this Lease, Tenant shall have the exclusive right to purchase the Property on the terms and conditions contained in this Article 15.

15.2 Option Purchase Price. Should Tenant exercise its option to purchase the Property, the purchase price of the Property shall be Four Hundred Million Dollars (\$400,000,000.00). Rent paid by Tenant shall not be a credit toward the purchase price. Option extensions fees paid by Tenant shall be a credit toward the purchase price.

15.3 Exercise of Option to Purchase. During the Lease Term, Tenant may exercise its Option to Purchase the Property by either:

(1) giving written notice to Landlord at least forty-five (45) days in advance that Tenant shall take title to the Property directly from Landlord by closing escrow on a specified date, which date may not, under any circumstances, be after the date on which (i) the Option Period or an extension of the Option Period if purchased has expired, or (ii) the Lease Term has expired; or

(2) giving written notice to Landlord, at least forty-five (45) days in advance, specifying a closing date, which date may not, under any circumstances, be after the date on which (i) the Option Period or an extension of the Option Period if purchased has expired, or (ii) the Lease Term has expired, that Tenant shall acquire one hundred percent (100%) of the membership interests of All Net Land Development, LLC, the Nevada limited liability company that holds title to the Property.

15.4 Close of Escrow. Close of Escrow for the purchase of the Property shall occur according to written notice from Tenant to Landlord in accordance with Article 15.3 above; provided, however, that the close of escrow may not, under any circumstances, occur after (i) expiration of the Lease Term, or (ii) expiration of the Option Period or any extension of the Option Period if purchased. Upon closing of escrow, each party shall pay half the escrow fee

and half of any applicable real property transfer taxes. Property taxes and special assessments levied against the Property shall be prorated as of the close of escrow.

If Tenant elects to take title to the Property directly from Landlord, then upon the close of escrow, Landlord shall convey fee simple title to the Property to Tenant, by a duly executed and acknowledged grant, bargain and sale deed, free and clear of all liens, encumbrances, leases, easements, restrictions, rights, covenants and conditions of any kind, except for Tenant's leasehold and except for such matters shown in a preliminary title report, which matters are agreed between Tenant and Landlord to be permitted exceptions. Tenant may not object to conditions of title caused directly or indirectly by its, or any of its subtenants', concessionaires', licensees' or agents', use or occupancy of the Property. Landlord shall pay the cost of a CLTA Title Policy, and Tenant shall pay any additional costs incurred if Tenant requires an ALTA Title Policy or any special endorsements to the Title Policy. Tenant shall pay the cost of recording the deed.

If Tenant elects to purchase one hundred percent (100%) of the membership interests of All Net Land Development, LLC, then upon the close of escrow, Landlord shall convey the membership interests to Tenant by duly executed assignment agreement, free and clear of all liens, encumbrances, security interests and adverse claims of any kind or nature whatsoever, except for the permitted exceptions. The limited liability company, as of the close of escrow, shall have no liabilities other than the Property's taxes and assessments and any prorated portions thereof due post-closing, and as of the closing, shall have no non-monetary liabilities or obligations that would interfere with Tenant's development or use of the Property.

15.5 Section 1031 Exchange. Landlord may consummate the purchase and sale transaction contemplated by the Option to Purchase as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that: (a) the closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the Landlord's obligations under this agreement; (b) in no event shall Tenant be required to take title to any property other than the Property; and (c) Tenant shall not be required to incur any additional expense or liability. In connection with the Exchange, the Tenant agrees to execute such documents as may be reasonably required to effect the Exchange. Landlord shall indemnify, defend, protect and hold harmless the Tenant from and against any and all claims arising from or in connection with (i) structuring the transaction contemplated by this agreement as an exchange under Section 1031 of the Code or (ii) the execution of any documents in connection with the Exchange.

ARTICLE 16
Representations and Warranties

16.1 Landlord's Representations and Warranties. Landlord represents and warrants to Tenant as of the date of this Lease and as of the date of the closing of escrow, if Tenant elects to exercise the Option to Purchase:

(a) Landlord is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Nevada. Landlord has full limited liability company power and authority to enter into this Lease with Option to Purchase and to perform this agreement. This agreement is a legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

(b) To Landlord's best knowledge, no hazardous substances are present in, on or under the Property, and there is no present release or threatened release of any hazardous substances in, on or under the Property.

(c) There is no litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind pending or, to the best knowledge of Landlord, threatened or being contemplated against or involving Landlord relating to the Property or any part thereof, except for litigation known to Tenant, being related to the Property, improperly filed liens against the Property, Landlord, Tenant and Tenant's contractors and former contractors, if such litigation is not resolved prior to the close of escrow. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Landlord's knowledge, threatened against it.

(d) Landlord is not a "foreign person" as defined in the Internal Revenue Code and the Income Tax Regulations thereunder.

(e) Neither Landlord nor any Landlord affiliate has dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with this agreement.

(f) As of the effective date of this agreement and as of the close of escrow, if Tenant exercises its Option to Purchase, no lease, sublease, license, or other agreement providing any occupancy right with respect to the Property shall exist which is not terminable on thirty (30) days, or less, advance notice without premium or penalty except for Tenant's leasehold and any of its subleases as of the close of escrow if Tenant exercises its Option to Purchase.

(g) No tenant or occupant of any of the Property or any third party has any right of first refusal, right of first offer, or other option or right to lease, purchase or otherwise acquire any interest in the Property or any portion thereof, except for Tenant's Option to Purchase hereunder.

16.2 Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as of the date of this Lease with Option to Purchase and as of the date of closing of escrow, if Tenant exercises its Option to Purchase:

(a) Tenant is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Nevada. Tenant has full limited liability company power and authority to enter into this Lease with Option to Purchase and to perform this agreement. This agreement is a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(b) Neither Tenant nor any Tenant affiliate has dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with this agreement.

ARTICLE 17

General Provisions

17.1 Tenant shall permit Landlord or Landlord's agents, representatives or employees to enter the Property upon scheduled notice, for the purpose of inspection, determining whether agreements in this Lease are being complied with, for the purpose of showing the Property to prospective or existing mortgagees or beneficiaries under trust deeds, and for purposes of the Agreement related to tasks for which the Landlord has agreed to comply.

17.2 In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable: (i) any tax, assessment or other charge upon or in connection with the Property; (ii) any lien or claim for labor or material employed or used in, or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance or use of the Property; (iii) any judgment on any contested lien or claim; (iv) any insurance premium or expense in connection with the Property; or (v) any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the covenants and conditions of this Lease, and if Tenant, after three (3) days written notice from Landlord so to do, shall fail to pay and discharge the same, then Landlord may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, and settle or discharge any action therefore or judgment thereon, and all costs, expenses, and other sums incurred or paid

by Landlord (including reasonable attorneys' fees) in connection with any of the foregoing shall be paid by Tenant to Landlord upon demand, together with interest thereon at the rate of ten (10) percent per annum from the date incurred or paid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

17.3 No payment by Tenant or receipt by Landlord of a lesser amount than the rental due hereunder shall be deemed to be other than on account of the rental, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the rental or pursue any other remedy provided for in this Lease.

17.4 In the event Landlord shall sell or transfer the Property or any part thereof and as a part of such transaction shall assign its interest as Landlord in and to this Lease, then from and after the effective date of such sale, assignment or transfer, Landlord shall have no further liability under this Lease to the Tenant except as to matters of liability which shall have accrued and are unsatisfied as of such date, it being intended that the covenants and obligations contained in this Lease on the part of Landlord shall be binding upon Landlord and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee.

17.5 All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision; excluding, however, the provisions of Article 3.4, which provisions shall apply only to Landlord and its parent company Archon Corporation or Archon Corporation's successor in interest.

17.6 Each and all of the covenants, conditions and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Landlord, and, subject to the restrictions of Article 9, shall inure to the benefit of and shall be binding upon the authorized encumbrances, assignees, transferees, subtenants, licensees and other successors in interest of Tenant.

17.7 This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Lease shall be binding or valid.

17.8 If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17.9 Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

17.10 This Lease shall be governed and construed in accordance with the laws of the State of Nevada. In the event either Landlord or Tenant shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceedings reasonable attorney's fees and court costs, including all such fees incurred upon any appeals.

17.11 Any sum accruing to Landlord or Tenant under the provisions of this Lease which shall not be paid when due shall bear interest at the rate of ten (10) percent per annum from the due date until paid.

17.12 All rents or other sums, notices, demands or requests from one party or another may be personally delivered or sent by USPS mail, certified or registered, postage prepaid, or by Federal Express or other express mail service with tracking, to the addresses stated in this section of Article 16, and shall be deemed to have been given at the time of personal delivery, or at the end of the second full day following the date of mailing in the USPS system, or at the time of delivery recorded by a tracking delivery service:

(a) All notices, demands, requests from Tenant to Landlord shall be given to Landlord at: All Net Land Development, LLC, 3221 S. Torrey Pines, Las Vegas, NV 89146, attention David G. Lowden.

(b) All notices, demands, or requests from Landlord to Tenant shall be given to Tenant at: Dribble Dunk, LLC, 2300 West Sahara Avenue, Suite 800, Las Vegas, NV 89102, attention Jackie L. Robinson, Manager

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section of Article 17.

17.13 Neither party shall record this Lease in whole or in part, or a Memorandum of this Lease, without the written consent of the other party.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

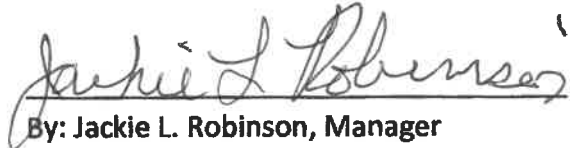
ALL NET LAND DEVELOPMENT, LLC, Landlord

BY: Sahara Las Vegas Corp., Sole Owner



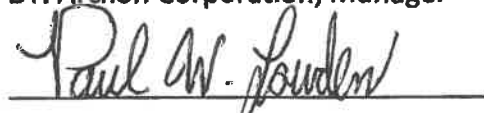
By: David G. Lowden, President

DRIBBLE DUNK, LLC, Tenant



By: Jackie L. Robinson, Manager

BY: Archon Corporation, Manager



By: Paul W. Lowden, President

EXHIBIT “D”

AGENDA SHEETS AND NOTICES OF FINAL ACTION

[exhibit continued on following pages]



Department of Comprehensive Planning Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director • Marci D. Henson, Assistant Director

NOTICE OF FINAL ACTION

August 14, 2014

CUNNINGHAM GROUP ARCHITECTURE
BRETT EWING
10100 W. CHARLESTON BOULEVARD #230
LAS VEGAS, NV 89135

REFERENCE: UC-0568-14

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and marking the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **August 6, 2014** and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. You will be required to comply with all conditions prior to the issuance of a building permit or a business license whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current, and also provide a current contact name, address, and phone number to this Department at the above address. This information must be submitted in writing with the application number referenced.**

CONDITIONS:

Current Planning

- **3 years to commence and review;**
- **Per revised plans presented at the 08/06/14 Board of County Commissioners' meeting;**
- **Landscape buffer between the southern parking garage and south property line per revised plans presented at the 08/06/14 Board of County Commissioners' meeting;**
- **Landscaping and pedestrian realms per plans on file;**
- **Lighting for signs to be addressed with a subsequent land use application including nits;**
- **Design review for lighting to address nits and shielding;**
- **Design review as a public hearing on final plans for the outdoor live entertainment area and to address uses, with associated details such as, but not limited to, address location of stages, any amplified sound, plaza cover, lighting, and involve neighbors such as but not limited to Turnberry Place and Towers, Skye, Allure, and Las Vegas Country Club for design and issues;**
- **Hours of operation for outdoor uses and live entertainment shall be up to 10:00 p.m. on weekdays and up to 12:00 a.m. on weekends;**
- **Provide notification to neighbors for all events;**

BOARD OF COUNTY COMMISSIONERS
STEVE SISOLAK, Chairman, LARRY BROWN, Vice-Chairman
SUSAN BRAGER - TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY
DONALD G. BURNETTE, County Manager



Department of Comprehensive Planning

Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director • Marci D. Henson, Assistant Director

- A Development Agreement to mitigate impacts of the project including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;
- As part of the Development Agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned for 90 days or longer;
- Construct pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road (east/west bridge easements) and identify easement areas on the plans;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised to coordinate with other entities and or agencies; approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license, or approval; and that any change in circumstances or regulations may be justification for the denial of an extension of time.

Public Works – Development Review

- Drainage study and compliance;
- Traffic study and compliance as a public hearing;
- Traffic study to include pedestrian analysis and flows and address turns on Paradise Road;
- Traffic study to also address: a) determine the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes, b) turnover analysis for the porte-cochere, c) identification and implementation of Traffic Demand Management (TDM) measures with a follow-up study and presentation to the Board of County Commissioners (BCC) within 1 year of opening to the public;
- Traffic study to also include impact mitigation plan to also be reviewed by the Freeway and Arterial System of Transportation (FAST);
- Right-of-way dedication to Clark County to accommodate any physical improvements identified in the traffic study needed to accommodate vehicular and pedestrian volumes generated by the project;
- Full off-site improvements;
- Reconstruct any unused driveways with full off-sites;
- Developer to contribute financially to the possible future pedestrian grade separated bridge at Las Vegas Boulevard South and Sahara Avenue, percent of participation to be addressed in the traffic study and development agreement;
- Traffic study to analyze the need for east/west pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road and identify easement areas on the plans;
- Dedicate and construct bus turnouts and shelter areas as required by the Regional Transportation Commission;
- No buildings within the future right-of-way;
- No advertising within the right-of-way;
- Record a public pedestrian access easement;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;

BOARD OF COUNTY COMMISSIONERS
STEVE SISOLAK, Chairman, LARRY BROWN, Vice-Chairman
SUSAN BRAGER - TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY
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- Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- Owner acknowledges that the proposed non-standard improvements are within a portion of the area planned for a "200 foot planned right-of-way" per Title 30 and the Clark County Transportation Element adopted on May 16, 2006;
- Future applications, whether individually or cumulatively (including this application), that are demonstrated to have a sufficient traffic impact upon Las Vegas Boulevard South may require the owner or its successors to grant easements or dedicate its proportionate share of all or portion(s) of the planned right-of-way on Las Vegas Boulevard South adjacent to its property according to the requirements of the Clark County Transportation Element and Title 30;
- Owners or its successors shall remove any non-standard improvements related to this application or any future application(s) within the planned right-of-way at its own expense, in the event dedication of the planned right-of-way is required.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building/Fire Prevention

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; permits and fire protection may be required for this facility; and to please contact Fire Prevention for further information at (702) 455-7316.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that there is an existing public 21 inch sanitary sewer line within an existing public sanitary sewer easement on the property, there is currently insufficient capacity in the 21 inch public sanitary sewers adjacent to the applicant's site; the drawings provided by the applicant proposed structures and intense landscaping over or in the near vicinity of the sewer line and within the easement; the public sewer easement does not allow encumbrances within its boundaries; CCWRD must have 24 hour access to maintain public sewer lines; the applicant is required to meet with CCWRD to resolve sanitary sewer easement and access issues and capacity issues; construction of an off-site sewer may be required as part of the applicant's project to reach a point of adequate capacity in the

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DONALD G. BURNETTE, County Manager



Department of Comprehensive Planning Land Use Planning

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Nancy A. Amundsen, Director • Marci D. Henson, Assistant Director



CCWRD collection system; and that at the time of construction of new improvements, CCWRD requires submittal of civil improvement plans and estimated wastewater flow rates to verify sewer point of connection and check for any changed conditions.

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RECREATIONAL FACILITY
(EVENTS ARENA)/HOTEL/RETAIL
(TITLE 30)

LAS VEGAS BLVD S/SAHARA AVE

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

UC-0568-14 – SAHARA LAS VEGAS CORP:

USE PERMITS for the following: 1) a High Impact Project; 2) a recreational facility (a multi-function events arena) and incidental uses; 3) increased building height; 4) retail sales and service; 5) restaurants; 6) on-premise consumption of alcohol; 7) alcohol sales, beer & wine – packaged only; 8) alcohol sales, liquor – packaged only; 9) outdoor live entertainment; 10) personal services (salon and spa); 11) club; 12) nightclub; 13) food carts/booths; 14) grocery store; 15) kiosks/information (outdoor); 16) offices; 17) theater (Cineplex); 18) outside dining, drinking, and cooking; 19) farmer's markets; 20) arcade; and 21) motion picture production/studio.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) reduced setback to a parking structure from a residential use; 2) waive the required landscaping when adjacent to a less intensive use; 3) permit a variety of outdoor commercial/retail uses not within a permanent enclosed building; and 4) non-standard improvements (fences/walls, planters, and landscaping) within the future right-of-way (Las Vegas Boulevard South).

DESIGN REVIEWS for the following: 1) a recreational facility (multi-function events arena) with ancillary uses and structures and overall site design; 2) hotel; 3) retail establishments; 4) theater (Cineplex); and 5) parking structures on 27.0 acres in an H-1 (Limited Resort and Apartment) Zone in the MUD-1 Overlay District.

Generally located between Las Vegas Boulevard South and Paradise Road, 900 feet south of Sahara Avenue within Winchester. CG/dg/ed (For possible action)

RELATED INFORMATION:

APN:

162-09-602-001 & 005

USE PERMITS:

1. Allow a High Impact Project
2. Allow a recreational facility (a multi-function events arena) and incidental uses.
3.
 - a. Increase building height (hotel) to 512 feet where 100 feet is permitted (a 412% increase).
 - b. Increase building height (arena) to 160 feet where 100 feet is permitted a 60% increase).
4. Allow retail sales and service.
5. Allow restaurants.
6. Allow on-premise consumption of alcohol.
7. Allow alcohol sales, beer & wine – packaged only.

8. Allow alcohol sales, liquor – packaged only.
9. Allow outdoor live entertainment.
10. Allow personal services (salon and spa).
11. Allow a club.
12. Allow a nightclub.
13. Allow food carts/booths.
14. Allow a grocery store.
15. Allow kiosks/information (outdoor).
16. Allow offices.
17. Allow a theatre (Cineplex).
18. Allow outside dining, drinking, and cooking.
19. Allow farmer's markets.
20. Allow an arcade.
21. Allow motion picture production/studio.

WAIVERS OF DEVELOPMENT STANDARDS:

1. Reduce the side setback from a residential use (Turnberry Place Condominiums) for a parking structure to zero feet where 10 feet is required (a 100% reduction).
2. Waive required landscaping adjacent to a less intensive use (Turnberry Place Condominiums) per Figure 30.64-11.
3. Permit a variety of outdoor commercial/retail uses not within a permanent enclosed building when required to be within a permanent enclosed building.
4. Allow non-standard improvements (fences/walls, planters, and landscaping) within the future right-of-way (Las Vegas Boulevard South) where not permitted.

LAND USE PLAN:

WINCHESTER/PARADISE - COMMERCIAL TOURIST

BACKGROUND:

Project Description

General Summary

- Site Acreage: 27
- Project Type: Events arena, hotel, retail establishments including food and beverage, theater (Cineplex), and grocery store
- Number of Stories: 44 (hotel)/4 (arena)/4 (parking structures)
- Building Height: 160 feet (arena)/512 feet (hotel)/77 feet (theater/Cineplex)/up to 77 feet (retail that is proposed over multiple levels)/65 feet (north parking garage)/46 feet (south parking garage)
- Square Feet: 862,500 with up to 22,000 seats (event arena)/500 room hotel/300,000 (retail, food, beverage, and entertainment)
- Parking Required/Provided: 8,759/8,999

Proposed Project Scope

The project will consist of the following:

- 1) Hotel with 500 suites. The hotel tower will be 44 stories with an overall height of 512 feet. The hotel tower has been submitted to the FAA. The hotel will also contain accessory uses such as a restaurant with a private lounge, wedding chapel and reception area, a specialty clothing and jewelry boutique, along with a full service spa;

- 2) Victory Plaza, a 300,000 square foot retail, food, beverage, and entertainment pedestrian streetscape, will funnel visitors from Las Vegas Boulevard South into the overall site. The plaza will include lush landscaping, food and retail establishments with outdoor seating, and staging and consists of retail uses within several levels within the overall development. The 300,000 square feet consists of uses within enclosed buildings. There will also be outdoor uses and activities, such as outside dining, within the pedestrian streetscape but no functional square footage areas were included with this request. Victory Plaza is designed to transform to different themes in accordance with events, activities, holidays, and celebrations;
- 3) A 16 screen Cineplex with movie theater;
- 4) Event arena (official name to be determined). The arena's interior will consist of 4 levels for a total of 862,500 square feet with a retractable roof. The overall height of the arena is 160 feet. The seating accommodations will include 22,000 for basketball, 21,600 for hockey, and 22,000 for concerts and conventions. Also included is a restaurant and night club. The facility will also include home and visiting locker rooms, a practice court, media facilities, training facilities, training offices, fitting rooms, official locker rooms and dining facility, event staging area, pre/post game area, coach and administrative offices, and laundry and dry cleaning facility. The arena is designed to accommodate the National Basketball Association professional teams and events.
- 5) Two lower basement levels that contain support spaces, receiving docks, and parking (employees and valet). Level B-1 is the event floor level for the arena. The project also contains 2 parking structures which serve the property with access off Las Vegas Boulevard South and Paradise Road.

Site Plan

The plans depict a multi-use facility that is anchored by an events arena, non-gaming hotel, and 300,000 square foot retail and restaurant plaza. The 300,000 square feet consists of uses within enclosed buildings. There will also be outdoor uses and activities, such as outside dining, within the pedestrian streetscape but no functional square footage areas were included with this request. The area along Las Vegas Boulevard South consists of landscaping and other improvements within the Las Vegas Boulevard South right-of-way with a 30 foot wide pedestrian realm immediately east of the right-of-way. Integrated into the pedestrian realm is an elevated pedestrian walkway that funnels pedestrians into the shopping plaza and eliminates conflicts between pedestrian and vehicular movements entering the site. In the northwest corner of the site, directly adjacent to the pedestrian realm, is 1 of the 2 proposed parking structures. Centrally located within the site are the 300,000 square foot retail and restaurant plaza and hotel. In the northeast portion of the site is the events arena while the southeast portion of the site contains the second parking structure. The arena is set back 158 feet from Paradise Road. Along Paradise Road is a pedestrian realm that is up to 49 feet in width. The plans depict 1 primary ingress and egress point along Las Vegas Boulevard South with a secondary access point for the parking structure in the northwest portion of the site. There is 1 primary ingress and egress point along Paradise Road with 3 secondary access points to the parking garage in the southeast portion of the site. The primary entrance along Paradise Road lines up with an existing traffic signal on Karen Avenue and Paradise Road. The 3 secondary access points provide for bus/shuttle drop-off and pick-up queuing and service area ramp access.

Pedestrian Circulation Plan and Landscaping

The applicant submitted a pedestrian circulation plan that depicts clear, continuous, and unobstructed pedestrian use areas with pedestrian connections throughout the entire site. The connections include, but are not limited to, sidewalks, walkways, stairways, and an elevated pedestrian walkway. Clear and unobstructed connections are also depicted between the site and Las Vegas Boulevard South and Paradise Road. Along Las Vegas Boulevard South is a minimum 30 foot wide pedestrian realm with a minimum 20 foot sidewalk/walkway that is unobstructed. The remaining pedestrian realm consists of enhanced landscaping and amenity zone with corresponding pedestrian furnishings. The western edge of the pedestrian realm, portions of which are within the future right-of-way, include pedestrian containment barriers/fence to preclude pedestrians from accessing the public right-of-way from the pedestrian area and potentially conflict with vehicular movements. The functional area that is generally considered the pedestrian realm is actually wider than 30 feet since portions extend into the future right-of-way of Las Vegas Boulevard South. Cross sections on file provide further detail on the pedestrian areas and connections. In some areas along Las Vegas Boulevard South, there is an 11 foot wide planting area along and within the future right-of-way followed by a 20 foot wide public sidewalk which is then followed by a 16 foot wide planting strip. Detail on the elevated pedestrian walkway depicts a 20 foot wide public sidewalk with 17 foot wide private sidewalk for a total combined pedestrian walkway width of 37 feet.

Along Paradise Road, the pedestrian realm varies in width from 25 to up to 49 feet. The unobstructed sidewalk is predominantly 20 feet in width but does narrow to 15 feet at the narrowest point. Portions of the pedestrian area, including pedestrian walkways and connections, between the Paradise Road right-of-way and the arena reach up to a width of 115 feet.

The top of the south parking structure, which is at the south property line, is depicted as a green roof. The green roof consists of shrubs and groundcover that includes ornamental grasses. The green roof is only for a portion of the roof where the Cineplex theater is off-set or staggered from the south wall of the parking structure.

One of the waivers is to not provide required landscaping between the south parking structure and south property line, per Figure 30.64-11, adjacent to an existing 8 to 10 foot high wall enclosing the less intensive residential condominium use (Turnberry Place).

Use Permits

This project is a High Impact Project that is considered through a special use permit in the H-1 zone. Additionally, 2 of the structures within this project exceed the permitted 100 foot height for buildings. Increased height, above 100 feet, may be considered with a special use permit. The hotel is proposed at 512 feet while the arena is proposed at 160 feet in height.

Since a shopping center is not a specific land use under Table 30.44-1, the applicant is requesting approval of specific land uses within the area that will contain the 300,000 square foot retail and restaurant plaza. The 300,000 square feet consists of uses within enclosed buildings. There will also be outdoor uses and activities, such as outside dining, within the pedestrian streetscape but no functional square footage areas were included with this request.

The following outlines the uses anticipated for retail and restaurant plaza:

- Restaurants and bars (alcohol sales)
- Retail stores
- Grocery store
- Outdoor dining
- Arcade
- Outdoor live entertainment (positioned 500 feet from adjacent residential)
- Outdoor ice skating rink
- Night clubs
- Office
- Farmers market
- Movie production
- Food carts
- Kiosks

Waivers of Development Standards

Waiver of development standards #1 is to eliminate the required setback to the parking structure on the southeast portion of the site, adjacent to a residential use. The required setback is 10 feet and the plans depict a zero foot setback.

Waiver of development standards #2 is to eliminate required landscaping along the southeast portion of the site adjacent to the residential use (Turnberry Place). The majority of the area is where the parking structure has a zero foot setback.

The third waiver is to conduct outdoor commercial/retail uses not within an enclosed building. Within the Victory Plaza area, there will be outdoor uses and activities, such as outside dining, within the pedestrian streetscape.

The final waiver is for a portion of the proposed landscaping and structures such as fences, benches, trash receptacles, and pedestrian barriers are within a portion of the future right-of-way of Las Vegas Boulevard South.

Elevations

The plans for the arena depict a 160 foot high structure with a modern design consisting aluminum and glass wall systems with solar screens. Throughout the various elevations, the arena will contain LED panels and lighting effect systems throughout. LED panels consist of light emitting diodes that function off the principle of electroluminescence and will primarily function as signage. However, signage is not a part of this application and will be reviewed with a subsequent land use application. The roof, which is retractable, will also consist of a metal roof system.

The 512 foot high hotel has multiple surface planes with varying roof heights and consists primarily of aluminum and glass curtain wall system with solar panels.

The parking structure with theater (Cineplex) in the southeast portion of the site is an integrated structure with varying heights and materials. The parking structure, which is closest to Paradise

Road and the south property line, is a maximum of 46 feet in height and will be enhanced with a decorative architectural perforated metal screen system. A picture representation of an existing building with the proposed metal screen system is depicted on the plans on file. The theater (Cineplex) portion of the overall building, which is off-set or staggered from the southern edge of the parking structure, is depicted at a maximum height of 77 feet. The plans depict metal panel systems with LED feature lighting, as well as aluminum and glass curtain wall systems with a stone panel element.

The parking structure on the northwest portion of the site, closest to Las Vegas Boulevard South, will consist of the same materials as the southern parking structure. However, the height for the northern parking structure will be 65 feet.

The retail and restaurant buildings are proposed over multiple levels that range up to 77 feet in height. The buildings consist of the following materials: 1) stone panels; 2) mullionless glass walls; 3) metal panels; 4) solar shade systems with LED lighting.

All buildings, with the exception of the southern parking structure, comply with all applicable setbacks for the base zoning district, special setbacks along Las Vegas Boulevard South, and any applicable setbacks from arterial streets.

Signage

Signage is not a part of this request and will be addressed in a subsequent land use application.

Neighborhood Meetings and Applicant's Justification

Prior to submitting the current request, the applicant hosted a neighborhood meeting to solicit community input on this application. The meeting took place in June 2014. All properties within 1,500 feet of the site were notified. Approximately 75 people attended the meeting. The applicant submitted a brief summary of the items and issues discussed.

The applicant indicates the group of consultants that have been assembled for this project will ensure this project is designed, engineered, and constructed to first class standards. The project is a lavish development and will consist of an events arena, 5 star spa hotel, retail establishments including food and beverage venues, 16 screen luxury movie theater, and grocery store.

The arena will consist of 4 levels totaling 862,500 square feet with a retractable roof. The arena is designed to accommodate the National Basketball Association professional teams and events; however, securing an NBA basketball team, while desirable, is not necessary to the success of the arena. The arena seating will accommodate up to 22,000 patrons for a basketball event, 21,600 for a hockey event, and 22,000 for concerts and conventions. Also included are a world class restaurant and a state of the art night club. A total of 75 luxury box/suites (1 owners, 26 premium and 48 standard) will provide VIPs with exclusive access to the arena through a private entrance with valet parking. The facility will also include home and visiting locker rooms, a practice court, media facilities, training facilities, training offices, fitting rooms, official locker rooms and dining facility, event staging area, pre/post game area, coach and administrative offices, and laundry and dry cleaning facility.

In addition, there are 2 lower basement levels that contain support spaces, receiving docks and parking (employees and valet). Level B-1 is the event floor level for the arena. The project also

contains 2 parking structures which serve the property with access off Las Vegas Boulevard South and Paradise Road. The required parking is being met with the proposed design, and therefore, a reduction in parking is not being requested.

The applicant has submitted the proposed heights to the FAA.

Prior Land Use Requests

Application Number	Request	Action	Date
AG-0441-11	Clarification of conditions of UC-0690-07 relating to temporary construction storage	Withdrawn	May 2011
VC-776-89 (RC-0061-11)	Revocation of variances for a freight staging area originally approved through VC-776-89	Withdrawn at BCC	December 2011
UC-0247-10	A high impact project (sports arena)	Withdrawn at the BCC	August 2010
RS-0012-10	Record of Survey for the property	Approved administratively	March 2010
HIP-0003-10	A pre-submittal meeting for a high impact project (sports arena)	Acceptance letter issued by the Director	February 2010
UC-0690-07	Temporary construction storage in conjunction with Fontainebleau Resort Hotel - expired	Approved by PC	July 2007
UC-0405-07	Temporary batch plant in conjunction with Fontainebleau Resort Hotel - expired	Approved by PC	June 2007
UC-1927-03	An expansion to a previously approved resort hotel (Palace of the Sea) - expired	Approved by PC	January 2004
UC-1699-02	A resort hotel (Voyager Resort) - expired	Approved by BCC	February 2003
VC-776-89	Variance to allow a temporary staging facility in the southeast corner of the Wet 'N Wild parking lot	Approved by BCC	January 1990

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Commercial Tourist	H-1	SLS Resort Hotel (formerly known as Sahara)
South	Commercial Tourist	H-1	Residential condominiums (Turnberry Place), developing resort hotel (Fontainebleau)
East	Commercial Tourist	H-1	Residential condominiums (Turnberry Towers) & Westgate (formerly known as LVH) Resort Hotel
West	Commercial Tourist	H-1	Hotel timeshare (Hilton Grand Vacations) & approved undeveloped Rocking Rio site

STANDARDS FOR APPROVAL:

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.

Analysis

Current Planning

Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Plan. One of several criteria the applicant must establish is the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

Due to the special characteristics of the proposed facility, these special uses are only permitted with discretion in a zoning district subject to review by the Board of County Commissioners (BCC) to ensure compatibility with existing or planned surrounding uses and in consideration of the Comprehensive Plan. Consideration of these uses is incumbent on the applicant to establish that the uses are appropriate at the proposed location and do not, among other criteria, result in substantial or undue adverse effect on the adjacent properties, character of the neighborhood, traffic conditions, rights-of-way, or other matters affecting public health, safety, and general welfare.

Staff finds the use permit requests are appropriate for this location since the existing property is large and located within the Resort Corridor and zoned H-1. Specifically, staff can support the use permits for the following reasons:

- 1) Use permits #1 & #2 – The High Impact Project and recreational facility (events arena) will create employment opportunities and contribute to the Las Vegas economy. The area is developed with a level of intensity consistent with the Resort Corridor and H-1 zoning. The scale and intensity of the proposed facility at this particular location is appropriate and compatible with existing uses in the area. Additionally, the project is well designed functionally and aesthetically integrated with the surrounding development and land uses through the site design, landscape, and buffer elements, including pedestrian connectivity. A subsequent development agreement will further address public infrastructure and service needs;
- 2) Use permit #3 – increased building heights to those requested with this project are consistent with other increased heights in the immediate area. Based on the proposed massing of the overall development, the increased heights are only for a small portion of the overall building footprint of the project;
- 3) Use permits #4 through #21 – these use requests are usually permitted within a typical shopping center. Many of the requested uses exist and have operated in similar areas along the Resort Corridor without any formal complaints. Since this site is in the H-1 zone, approval is required for the uses. Staff can support the requests since these uses have been allowed in other shopping centers without negative impacts to the sites. However, staff can support use permit #9 (outdoor live entertainment) only subject to an additional design review on final plans for that project component. The applicant

has provided a general location for the outdoor live entertainment but no details on the specifics of operation such as location of stages, speakers, hours of operation, etc. Staff is concerned with the potential for noise impacts to the adjacent residential use to the south without having details associated with the outdoor live entertainment. A subsequent design review will ensure that any additional mitigation measures, if needed, will be considered once the details of the use have been identified.

Staff finds the requests comply with Goals 19 through 23 of the Winchester/Paradise Land Use Plan regarding uses in the Resort Corridor. Additionally, the project is compliant with all applicable policies contained within the above referenced Goals.

Waivers of Development Standards #1 and #2

Waivers of development standards are intended to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative. To that end, the applicant shall have the burden of proof to establish the waivers of development standards are appropriate for this location. The overall site is large, self-contained, and well designed by incorporating transitional space, landscaping, buffer walls, pedestrian areas and connections. Therefore, staff finds there is adequate area or space to comply with required setbacks and landscaping adjacent to the residential use to the south. The massing of the parking structure at the property line, even with enhanced design elements, may adversely impact residents that live in Turnberry Place, and staff finds that is not an acceptable alternative to the required setback with buffering. Therefore, staff cannot support waivers of development standards #1 and #2.

Waiver of Development Standards #3

Staff can support waiver of development standards #3 to allow retail uses not within a permanent enclosed building. This site is located within the Resort Corridor which is a high intensity economic center that is tourist oriented and caters to pedestrians both in circulation and scale of development. Almost all outdoor sales structures/booths will be located within the development, and approximately a minimum of 92 feet setback from the future right-of-way of Las Vegas Boulevard South, and therefore, not impede pedestrian traffic flows and circulation along public sidewalk or walkway areas. The proposal complies with Policy 21.6 of the Winchester/Paradise Land Use Plan which encourages pedestrian usage sidewalks be designed to be unobstructed to allow for safe and unimpeded pedestrian traffic.

Design Review

The site design and development parameters are established and dependent on consideration of the use permit and waiver request, thereby requiring contingent consideration of the design review. As with the use permits, staff finds the design review requests are appropriate for this location since the existing property is large, zoned H-1, and located within the Resort Corridor.

Policy 20.10 states that where large numbers of parking spaces are required secure parking structures are encouraged. The applicant has designed the parking structures that will be enhanced with a decorative architectural perforated metal screen system. Since the design of the parking structures is independent of the waiver for setback, which staff is not supporting, staff can support the design review for the parking structures.

Therefore, staff finds the plans on file are harmonious and compatible with the development in the area and the applicant has established that the plans satisfy the following criteria for a design review: 1) the proposed development is compatible with adjacent development; 2) the proposed development is consistent with the applicable land use plan and Title 30; 3) design characteristics and other architectural and aesthetic features are not unsightly or undesirable in appearance; and 4) are harmonious and compatible with development in the area.

Staff is requesting as a condition of approval that the applicant enter into a Development Agreement with the County. This is to ensure that any increased impact for public services is mitigated and adequate amenities are provided. The Development Agreement will provide a mechanism whereby the County can ask the Developers of this project to assist in facilitating the County's ability to provide these needed services and infrastructure. Additionally, staff recommends that the applicant continue working with staff to address the requirement in the Transportation Element for future pedestrian bridges across Las Vegas Boulevard South and Paradise Road (east/west bridge easements) and identify easement areas.

However, due to the scope of the project, other pertinent issues and concerns may be identified through the public hearing process that may merit additional conditions or restrictions on the proposed use.

Public Works – Development Review

Waiver of Development Standards #4

The applicant is required to dedicate a portion of its property in order to accommodate a 100 foot half street improvement on Las Vegas Boulevard South according to Title 30 and the Clark County Transportation Element. Staff has no objection to deferring the dedication as long as the applicant agrees to a condition for the future dedication with the County, which contains a provision that the dedication will occur automatically upon a specified date, as determined by the County, or automatically at the time of future development, whichever occurs earlier. Future development is expected first and may require additional right-of-way dedication. Until the dedication occurs, staff has allowed certain non-standard improvements (structures) within the future right-of-way and the reduction in setback from the future right-of-way when future development of this parcel occurs. Some examples of allowed structures are landscaping and pedestrian seating.

Department of Aviation

The development will penetrate the 100:1 notification airspace surface for McCarran International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

Staff Recommendation

Approval of the use permits, waivers of development standards #3 and #4, and design reviews; and denial of waivers of development standards #1 and #2.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Comprehensive Plan, Title 30, and/or the Nevada Revised Statutes.

PRELIMINARY STAFF CONDITIONS:

Current Planning

If approved:

- A Development Agreement to mitigate impacts of the project including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;
- As part of the Development Agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned for 90 days or longer;
- Construct pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road (east/west bridge easements) and identify easement areas on the plans;
- Design review as a public hearing on final plans for the outdoor live entertainment area and uses with associated details such as, but not limited to, location of stages, hours of operation, any amplified sounds;
- An intense landscape buffer between the southern parking garage and south property line with evergreen trees that completely and satisfactorily screen the majority of the south facing elevation of the parking structure;
- Landscaping and pedestrian realms per plans on file;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised to coordinate with other entities and or agencies; approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license, or approval; any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must commence within 2 years of approval date or it will expire.

Public Works – Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Traffic study to include pedestrian analysis and flows;
- Traffic study to also address: a) determine the required width of all public access walkway segments so that a minimum Level of Service “C” is achieved under peak pedestrian volumes, b) turnover analysis for the porte-cochere, c) identification and implementation of Traffic Demand Management (TDM) measures with a follow-up study and presentation to the Board of County Commissioners (BCC) within 1 year of opening to the public;
- Traffic study to also include impact mitigation plan to also be reviewed by the Freeway and Arterial System of Transportation (FAST);
- Right-of-way dedication to Clark County to accommodate any physical improvements identified in the traffic study needed to accommodate vehicular and pedestrian volumes generated by the project;
- Full off-site improvements;
- Reconstruct any unused driveways with full off-sites;

- Developer to contribute financially to the possible future grade separated bridge at Las Vegas Boulevard South and Sahara Avenue, percent of participation to be addressed in the traffic study and development agreement;
- Traffic study to analyze the need for east-west pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road and identify easement areas on the plans;
- Dedicate and construct bus turnouts and shelter areas as required by Regional Transportation Commission;
- No buildings within the future right-of-way;
- No advertising within the right-of-way;
- Record a public pedestrian access easement;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- Owner acknowledges that the proposed non-standard improvements are within a portion of the area planned for a "200 foot planned right-of-way" per Title 30 and the Clark County Transportation Element adopted on May 16, 2006;
- Future applications, whether individually or cumulatively (including this application), that are demonstrated to have a sufficient traffic impact upon Las Vegas Boulevard South may require the owner or its successors to grant easements or dedicate its proportionate share of all or portion(s) of the planned right-of-way on Las Vegas Boulevard South adjacent to its property according to the requirements of the Clark County Transportation Element and Title 30;
- Owners or its successors shall remove any non-standard improvements related to this application or any future application(s) within the planned right-of-way at its own expense, in the event dedication of the planned right-of-way is required.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building/Fire Prevention

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; permits and fire protection may be required for this facility; and to please contact Fire Prevention for further information at (702) 455-7316.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that there is an existing public 21 inch sanitary sewer line within an existing public sanitary sewer easement on the property, there is currently insufficient capacity in the 21 inch public sanitary sewers adjacent to the applicant's site; the drawings provided by the applicant proposed structures and intense landscaping over or in the near vicinity of the sewer line and within the easement; the public sewer easement does not allow encumbrances within its boundaries; CCWRD must have 24 hour access to maintain public sewer lines; the applicant is required to meet with CCWRD to resolve sanitary sewer easement and access issues and capacity issues; construction of an off-site sewer may be required as part of the applicant's project to reach a point of adequate capacity in the CCWRD collection system; and that at the time of construction of new improvements, CCWRD requires submittal of civil improvement plans and estimated wastewater flow rates to verify sewer point of connection and check for any changed conditions.

TAB/CAC: Winchester – approval.

APPROVALS:

PROTESTS:

APPLICANT: All Net Development, Inc.

CONTACT: Cunningham Group Architecture, Inc., Brett Ewing, 10100 West Charleston Boulevard, Suite 230, Las Vegas, NV 89135



Department of Comprehensive Planning

500 S Grand Central Pky • Box 551741 • Las Vegas NV 89155-1741
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

NOTICE OF FINAL ACTION

October 26, 2017

BRETT EWING
10100 W. CHARLESTON BOULEVARD #230
LAS VEGAS, NV 89135.

REFERENCE: UC-0519-17

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **October 18, 2017** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

CONDITIONS:

Current Planning

- **Until September 6, 2020 to commence to coincide with UC-0568-14 (ET-0087-17);**
- **Until September 6, 2020 to review as a public hearing to coincide with UC-0568-14 (ET-0087-17);**
- **Per revised plans dated October 12, 2017;**
- **Construction traffic to be directed to the north and center driveways away from the southern driveway nearest to Turnberry Place, provided this accommodation can be achieved safely and effectively;**
- **Construction hours shall be from 6:00 a.m. until 10:00 p.m. Monday through Saturday, any Sunday work must be done only within the interior of a completed building or structure, and once the construction is vertical, construction may be allowed before 6:00 a.m. and after 10:00 p.m., but all such work shall be limited solely to restocking supplies with no use of any large equipment or machinery;**
- **A Comprehensive Signage Package for the Arena and all other uses shall be approved as part of a subsequent public hearing, and the applicant is required to meet and work with the Turnberry Place residents prior to submittal of the Comprehensive Sign Package;**
- **No building permits shall be issued until a Decommissioning Agreement/Plan including a Bond or Cash in lieu of Bond performance security is submitted and approved by the Board of County Commissioners;**

BOARD OF COUNTY COMMISSIONERS

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Nancy A. Amundsen, Director

- The applicant must work with the County to ensure that water removed from the premises during construction is appropriately directed and disposed of as approved by the County, with the County to work with the applicant to secure a dewatering permit;
- Once the Arena is completed and in operation, hours of operation for any outdoor events shall be limited to, until 10:00 p.m. on Sunday through Thursday nights, and until 12:00 a.m. on Friday and Saturday nights, when either Monday or Friday is a recognized holiday, the operating hours on the nights before that holiday shall be extended to 12:00 a.m.;
- Applicant shall provide the President of the Turnberry Place Community Association with a schedule of the event(s) at least 10 working days prior to the event(s), additionally, if an NBA or similar team is secured for the premises, the operating hours may be increased to accommodate the schedule of the team(s) on game days;
- The roof of the Arena may be kept open to accommodate the event(s) as set forth in the condition above with noise decibel measurements taken at Turnberry Place during any event(s) at which the Arena roof is open for 6 months after opening, at the conclusion of this 6 month period, this condition shall be reviewed to ensure that allowing the roof open beyond the hours set forth in the condition above, does not exceed permissible noise levels, and has not presented an undue burden on the Turnberry Place residents;
- During any event(s) held at the Arena, 1 or more dedicated traffic control officers shall be provided by the operator(s) of the Arena to ensure that all residential traffic and all emergency vehicles have access to and from Turnberry Place;
- Incorporate the expanded and amended project elements as part of the already commenced Development Agreement process to mitigate impacts including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;
- Submit a security performance bond acceptable to the County in an amount sufficient to provide a screen wall and/or restore the site including removal of construction materials, site stabilization and revegetation as necessary should construction of the project be discontinued or abandoned;
- As part of the Development Agreement or as a separate agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned with said plan to be submitted and approved prior to building permits for the stadium;
- The surface area of the sidewalk/pedestrian access easement to consist of colors, patterns, texture and/or material different from the adjacent private walkways and plaza area with final design to be approved by staff;
- Final design of the pedestrian access easement/sidewalk along all streets to be reviewed and approved by staff;
- Provide breaks (gates) in fencing along Las Vegas Boulevard South for emergency services with the design to be coordinated with the Fire Department.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time or application for review; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that swimming pools and water features will have to comply with Section 30.64.060.

Public Works – Development Review

BOARD OF COUNTY COMMISSIONERS

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Nancy A. Amundsen, Director



- **Drainage study and compliance;**
- **Traffic study and compliance;**
- **Traffic study to include pedestrian analysis and flows;**
- **Traffic study to also address: a) determine the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes, b) turnover analysis for the porte-cochere, c) identification and implementation of Traffic Demand Management (TDM) measures with a follow-up study and presentation to the Board of County Commissioners (BCC) within 1 year of opening to the public;**
- **Traffic study to also include impact mitigation plan to also be reviewed by the Freeway and Arterial System of Transportation (FAST);**
- **Right-of-way dedication to Clark County to accommodate any physical improvements identified in the traffic study needed to accommodate vehicular and pedestrian volumes generated by the project;**
- **Methods of protecting pedestrian realms adjacent to the public rights-of-way from vehicular hazards to be reviewed and approved by Public Works – Development Review;**
- **Full off-site improvements;**
- **Reconstruct any unused driveways with full off-sites;**
- **Developer to contribute financially to the possible future grade separated bridge at Las Vegas Boulevard South and Sahara Avenue, with the percent of participation to be addressed in the traffic study and development agreement;**
- **Traffic study to analyze the need for east-west pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road adjacent to this site;**
- **Pedestrian easements to be identified on plans submitted for permits or licenses when said permits or licenses are for anything near the easements;**
- **Dedicate and construct bus turnouts and shelter areas as required by Regional Transportation Commission;**
- **No buildings within the future right-of-way;**
- **No advertising within the right-of-way;**
- **Record a public pedestrian access easement;**
- **Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;**
- **Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;**
- **Future applications, whether individually or cumulatively (including this application), that are demonstrated to have a sufficient traffic impact upon Las Vegas Boulevard South may require the owner or its successors to grant easements or dedicate its proportionate share of all or portion(s) of the planned right-of-way on Las Vegas Boulevard South adjacent to its property according to the requirements of the Clark County Transportation Element and Title 30;**
- **Owners or its successors shall remove any non-standard improvements within the planned right-of-way related to any current or future application(s) at its own expense, in the event dedication of the planned right-of-way is required.**

Department of Aviation

BOARD OF COUNTY COMMISSIONERS
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- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building/Fire Prevention

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show on-site fire lane, turning radius, and turnarounds; to show fire hydrant locations both on-site and within 750 feet; that this comment is in reference to a proposed Fire Department access plan created by the Cunningham Group for All Net Arena and Resort, which is (labeled Level 2 Victory Plaza +6) and dated September 13, 2017; and that this proposed access plan was reviewed and approved by the Fire Chief.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; and to please contact CCWRD at sewerlocation@cleanwaterteam.com and reference POC Tracking #0359-2017 to request your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

BOARD OF COUNTY COMMISSIONERS

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YOLANDA T. KING, County Manager

10/18/17 BCC AGENDA SHEET

RECREATIONAL FACILITY
(EVENTS ARENA)/HOTEL/RETAIL
(TITLE 30)

UPDATE
LAS VEGAS BLVD S/SAHARA AVE

PUBLIC HEARING
APP. NUMBER/OWNER/DESCRIPTION OF REQUEST
UC-0519-17 – SAHARA LAS VEGAS CORP:

HOLDOVER USE PERMITS for the following: 1) modifications to an approved High Impact Project (All Net Arena); and 2) proposed convention facilities/exposition halls.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) reduced on-site parking; and 2) increased building height.

DESIGN REVIEWS for the following: 1) modifications to an approved High Impact Project; 2) hotel tower and associated low-rise and mid-rise buildings and structures; 3) convention center facilities; and 4) all other accessory and incidental buildings and structures on 27.0 acres in an H-1 (Limited Resort and Apartment) Zone in the MUD-1 Overlay District.

Generally located between Las Vegas Boulevard South and Paradise Road, 900 feet south of Sahara Avenue within Winchester. CG/dg/ja (For possible action)

RELATED INFORMATION:

APN:
162-09-602-001 & 005

USE PERMITS:

1. Modifications to an approved High Impact Project (All Net Arena).
2. Proposed convention facilities/exposition halls.

WAIVERS OF DEVELOPMENT STANDARDS:

1. Reduce on-site parking for a recreational facility (a multi-function events arena) to 7,513 spaces where 10,733 spaces are required per Table 30.60-1 (a 30% reduction).
2. Increase building height to 728 feet where a maximum height of 100 feet is the standard per Table 30.40-7 (a 628% increase).

LAND USE PLAN:
WINCHESTER/PARADISE - COMMERCIAL TOURIST

BACKGROUND:

Project Description

General Summary

- Site Acreage: 27
- Project Type: Events arena, hotel, retail establishments, and convention facilities
- Number of Stories: 63 (proposed)
- Building Height: 728 feet (proposed)

- Square Feet: 240,000 (conference center)/2,000 (rooms)
- Parking Required/Provided: 10,733/7,513

Request

This request is for modifications to the site of the All Net Arena. The site was approved for the following: 1) 160 foot high, 862,500 square foot events arena with up to 23,000 seats/500 room hotel/300,000 square feet of retail, food, beverage, and entertainment areas; 2) 44 story, 512 foot high hotel; 3) 77 foot high theatre/Cineplex per UC-0568-14. The approved plans included 1 high-rise tower and an arena/events center. The applicant is proposing to expand and enlarge the project with the following: 1) 2,000 room, 63 story, 728 foot high hotel tower; 2) 240,000 square foot conference center; 3) 24 lane bowling alley; 4) 2,500 seat showroom; and 5) wedding chapel within the hotel.

Site Plans

The plans depict a multi-use facility that is anchored by an events arena, non-gaming hotels, 340,000 square foot retail and restaurant plaza, and 240,000 square foot convention center facility. The 340,000 square feet consists of uses within enclosed buildings. There will also be outdoor uses and activities, such as outside dining, within the pedestrian streetscape. The area along Las Vegas Boulevard South consists of landscaping and other improvements within the Las Vegas Boulevard South right-of-way with a 30 foot wide pedestrian realm immediately east of the right-of-way. Integrated into the pedestrian realm is an elevated pedestrian walkway that funnels pedestrians into the shopping plaza and eliminates conflicts between pedestrian and vehicular movements entering the site. In the northwest corner of the site, directly adjacent to the pedestrian realm, is 1 of the 2 proposed parking structures. Centrally located within the site is the retail and restaurant plaza and 2 hotels. On the northeast portion of the site is the events arena while the southeast portion of the site contains the second parking structure. On the southern portion of the site, adjacent to the arena is a proposed 240,000 square foot convention center facility. Along Paradise Road is a pedestrian realm that is up to 49 feet in width. The plans depict 1 primary ingress and egress point along Las Vegas Boulevard South with a secondary access point for the parking structure in the northwest portion of the site. There is 1 primary ingress and egress point along Paradise Road with 3 secondary access points to the parking garage in the southeast portion of the site. The primary entrance along Paradise Road lines up with an existing traffic signal on Karen Avenue and Paradise Road. The 3 secondary access points provide for bus/shuttle drop-off and pick-up queuing and service area ramp access.

Pedestrian Circulation Plan & Landscaping

The submitted pedestrian circulation plan depicts clear, continuous, and unobstructed pedestrian use areas with pedestrian connections throughout the entire site. The connections include, but are not limited to, sidewalks, walkways, stairways, and an elevated pedestrian walkway. Clear and unobstructed connections are also depicted between the site and Las Vegas Boulevard South and Paradise Road. Along Las Vegas Boulevard South is a minimum 30 foot wide pedestrian realm with a minimum 20 foot sidewalk/walkway that is unobstructed. The remaining pedestrian realm consists of enhanced landscaping and amenity zone with corresponding pedestrian furnishings. The western edge of the pedestrian realm, portions of which are within the future right-of-way, include pedestrian containment barriers/fence to preclude pedestrians from accessing the public right-of-way from the pedestrian area and potentially conflict with vehicular movements. The functional area that is generally considered the pedestrian realm is actually wider than 30 feet since portions extend into the future right-of-way of Las Vegas Boulevard

South. Cross sections on file provide further detail on the pedestrian areas and connections. In some areas along Las Vegas Boulevard South, there is an 11 foot wide planting area along and within the future right-of-way followed by a 20 foot wide pedestrian access easement which is then followed by a 16 foot wide planting strip. Detail on the elevated pedestrian walkway depicts a 20 foot wide pedestrian access easement with 17 foot wide pedestrian walkway for a total combined pedestrian walkway width of 37 feet.

Along Paradise Road, the pedestrian realm varies in width from 25 feet up to 49 feet. The unobstructed pedestrian access easement is predominantly 20 feet in width but does narrow to 15 feet at the narrowest point. Portions of the pedestrian area, including pedestrian walkways and connections, between the Paradise Road right-of-way and the arena are up to a width of 115 feet.

The top of the south parking structure, which is at the south property line, is depicted as a green roof. The green roof consists of shrubs and groundcover that includes ornamental grasses. The green roof is only over a portion of the roof where the Cineplex theater is off-set or staggered from the south wall of the parking structure.

Elevations

The plans for the arena depict a 160 foot high structure with a modern design consisting of aluminum and glass wall systems with solar screens. Throughout the various elevations, the arena will contain LED panels and lighting effect systems throughout. LED panels consist of light emitting diodes that function off the principle of electroluminescence and will primarily function as signage. However, signage is not a part of this application and will be reviewed with a subsequent land use application. The roof, which is retractable, will also consist of a metal roof system.

The 512 foot high and 728 foot high hotel towers have multiple surface planes with varying roof heights and consists primarily of aluminum and glass curtain wall system with solar panels.

The parking structure with theater (Cineplex) in the southeast portion of the site is an integrated structure with varying heights and materials. The theater (Cineplex) portion of the overall building, which is off-set or staggered from the southern edge of the parking structure, is depicted at a maximum height of 77 feet. The plans depict metal panel systems with LED feature lighting, as well as aluminum and glass curtain wall systems with a stone panel element.

The parking structure on the northwest portion of the site, closest to Las Vegas Boulevard South, will consist of the same materials as the southern parking structure.

The retail and restaurant buildings are proposed over multiple levels that range in height up to 77 feet. The buildings consist of the following materials: 1) stone panels; 2) mullionless glass walls; 3) metal panels; and 4) solar shade systems with LED lighting.

All buildings, with the exception of the southern parking structure, comply with all applicable setbacks for the base zoning district, special setbacks along Las Vegas Boulevard South, and any applicable setbacks from arterial streets.

Signage

Signage is not a part of this request and will be addressed in a subsequent land use application.

Applicant's Justification

The applicant indicates that the proposed modifications to the project substantially conform to the prior approval for the project and will enhance the already multi-function facility. The reduction in parking is consistent with other properties along the Resort Corridor. The project will greatly enhance the vitality and appearance of this part of "The Strip."

Prior Land Use Requests

Application Number	Request	Action	Date
AG-0656-15	Clarification of conditions of UC-0568-14 (WC-0127-14) relating to bond posting for preliminary grading, decommissioning plan, and a Development Agreement	Staff Directed	September 2015
UC-0568-14 (WC-0127-14)	Waiver of conditions of the original use permit to allow some initial/specific permits and initial below grade foundation work prior to the Development Agreement	Approved by BCC	December 2014
UC-0568-14	Original application for recreational facility (events arena)	Approved by BCC	August 2014
VC-776-89 (RC-0061-11)	Revocation of variances for a freight staging area originally approved through VC-776-89	Withdrawn at BCC	December 2011
UC-0247-10	A high impact project (sports arena)	Withdrawn at the BCC	August 2010
RS-0012-10	Record of Survey for the property	Approved administratively	March 2010
HIP-0003-10	A pre-submittal meeting for a high impact project (sports arena)	Acceptance letter issued by the Director	February 2010
UC-0690-07	Temporary construction storage in conjunction with Fontainebleau Resort Hotel - expired	Approved by PC	July 2007
UC-0405-07	Temporary batch plant in conjunction with Fontainebleau Resort Hotel - expired	Approved by PC	June 2007
UC-1927-03	An expansion to a previously approved resort hotel (Palace of the Sea) - expired	Approved by PC	January 2004
UC-1699-02	A resort hotel (Voyager Resort) - expired	Approved by BCC	February 2003
VC-776-89	Variance to allow a temporary staging facility in the southeast corner of the Wet 'N Wild parking lot	Approved by BCC	January 1990

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
North	Commercial Tourist	H-1	SLS Resort Hotel (formerly known as Sahara)

Surrounding Land Use

	Planned Land Use Category	Zoning District	Existing Land Use
South	Commercial Tourist	H-1	Residential condominiums (Turnberry Place), developing resort hotel (Fontainebleau)
East	Commercial Tourist	H-1	Residential condominiums (Turnberry Towers) & Westgate (formerly known as LVH) Resort Hotel
West	Commercial Tourist	H-1	Hotel timeshare (Hilton Grand Vacations) & MGM Festival Lot

Related Applications

Application Number	Request
UC-0568-14 (ET-0087-17)	First extension of time to commence and review use permits with waivers of development standards and design reviews for an approved recreational facility (events arena) including hotel rooms, retail uses, and increased building height is a related item on this agenda.

STANDARDS FOR APPROVAL:

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.

Analysis**Current Planning**Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Comprehensive Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrates the use shall not result in a substantial or undue adverse effect on adjacent properties.

The request is for modifications to the approved plans for the All Net Arena. This site is located in the Resort Corridor which is a high intensity economic center that is intended for resort development which is tourist oriented. Additional hotel rooms with convention center area at this location comply with Policy 19.1 of the Winchester/Paradise Land Use Plan which encourages hotel, casinos, and entertainment uses in the Resort Corridor. The proposed building elevations, landscaping, parking, and loading space reductions are similar to other requests within this corridor. The proposed modifications to the project are in substantial conformance to UC-0568-14. Therefore, staff supports the use permits.

Waivers of Development Standards

Waivers of development standards are intended to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative. To that end, the applicant shall have the burden of proof to establish the waivers of development standards are appropriate for this location.

Waiver of Development Standards #1

Although the site is not a resort hotel, the facility will operate with similar characteristics. Based on other resort hotel properties and the availability of alternative modes of transportation within the Resort Corridor, a 30% reduction is considered reasonable and consistent with other properties along this corridor.

Waiver of Development Standards #2

The request to increase building height is consistent with other increased heights in the immediate area. Based on the proposed massing of the overall development and architectural elements, staff does not anticipate any adverse impacts to the immediate area and can support the increase in building height subject to approval from the FAA.

Design Reviews

The design review is necessary to address changes to the overall project. The plans submitted for this request are consistent and compatible with the prior approval for this request, and staff can support the modifications to the project.

Staff is requesting as a condition of approval that the applicant enter into a Development Agreement with the County. This is to ensure that any increased impact for public services is mitigated and adequate amenities are provided. The Development Agreement will provide a mechanism whereby the County can ask the Developers of this project to assist in facilitating the County's ability to provide these needed services and infrastructure. Additionally, staff recommends that the applicant continue working with staff to address the requirement in the Transportation Element for future pedestrian bridges across Las Vegas Boulevard South and Paradise Road (east/west bridge easements) and identify easement areas.

However, due to the scope of the project, other pertinent issues and concerns may be identified through the public hearing process that may merit additional conditions or restrictions on the proposed use.

Department of Aviation

The development will penetrate the 100:1 notification airspace surface for McCarran International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

Staff Recommendation Approval.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Comprehensive Master Plan, Title 30, and/or the Nevada Revised Statutes.

PRELIMINARY STAFF CONDITIONS:

Current Planning

- Until September 6, 2020 to commence and review to coincide with UC-0568-14 (ET-0087-17);

- Until September 6, 2020 to review as a public hearing to coincide with UC-0568-14 (ET-0087-17);
- Incorporate the expanded and amended project elements as part of the already commenced Development Agreement process to mitigate impacts including but not limited to issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners;
- Submit a security performance bond acceptable to the County in an amount sufficient to provide a screen wall and/or restore the site including removal of construction materials, site stabilization and revegetation as necessary should construction of the project be discontinued or abandoned;
- As part of the Development Agreement or as a separate agreement, applicant to submit a Decommissioning Plan acceptable to the County which specifies the actions to be taken by the Developer in the event construction of the project is stopped or abandoned with said plan to be submitted and approved prior to building permits for the stadium;
- The surface area of the sidewalk/pedestrian access easement to consist of colors, patterns, texture and/or material different from the adjacent private walkways and plaza area with final design to be approved by staff;
- Final design of the pedestrian access easement/sidewalk along all streets to be reviewed and approved by staff;
- Provide breaks (gates) in fencing along Las Vegas Boulevard South for emergency services with the design to be coordinated with the Fire Department.
- Applicant is advised that a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time or application for review; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that swimming pools and water features will have to comply with Section 30.64.060.

Public Works – Development Review

- Drainage study and compliance;
- Traffic study and compliance;
- Traffic study to include pedestrian analysis and flows;
- Traffic study to also address: a) determine the required width of all public access walkway segments so that a minimum Level of Service “C” is achieved under peak pedestrian volumes, b) turnover analysis for the porte-cochere, c) identification and implementation of Traffic Demand Management (TDM) measures with a follow-up study and presentation to the Board of County Commissioners (BCC) within 1 year of opening to the public;
- Traffic study to also include impact mitigation plan to also be reviewed by the Freeway and Arterial System of Transportation (FAST);
- Right-of-way dedication to Clark County to accommodate any physical improvements identified in the traffic study needed to accommodate vehicular and pedestrian volumes generated by the project;
- Methods of protecting pedestrian realms adjacent to the public rights-of-way from vehicular hazards to be reviewed and approved by Public Works – Development Review;
- Full off-site improvements;
- Reconstruct any unused driveways with full off-sites;

- Developer to contribute financially to the possible future grade separated bridge at Las Vegas Boulevard South and Sahara Avenue, with the percent of participation to be addressed in the traffic study and development agreement;
- Traffic study to analyze the need for east-west pedestrian bridge(s) (pedestrian grade separation) across Las Vegas Boulevard South and Paradise Road adjacent to this site;
- Pedestrian easements to be identified on plans submitted for permits or licenses when said permits or licenses are for anything near the easements;
- Dedicate and construct bus turnouts and shelter areas as required by Regional Transportation Commission;
- No buildings within the future right-of-way;
- No advertising within the right-of-way;
- Record a public pedestrian access easement;
- Maintain the required width of all public access walkway segments so that a minimum Level of Service "C" is achieved under peak pedestrian volumes;
- Applicant to execute and sign a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- Future applications, whether individually or cumulatively (including this application), that are demonstrated to have a sufficient traffic impact upon Las Vegas Boulevard South may require the owner or its successors to grant easements or dedicate its proportionate share of all or portion(s) of the planned right-of-way on Las Vegas Boulevard South adjacent to its property according to the requirements of the Clark County Transportation Element and Title 30;
- Owners or its successors shall remove any non-standard improvements within the planned right-of-way related to any current or future application(s) at its own expense, in the event dedication of the planned right-of-way is required.

Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Department of Aviation;
- If applicant does not obtain written concurrence to a "Property Owner's Shielding Determination Statement," then applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA or a "Property Owner's Shielding Determination Statement" has been issued by the Department of Aviation.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; that the FAA's airspace determinations include expiration dates; and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

Building/Fire Prevention

- Applicant is advised that fire/emergency access must comply with the Fire Code as amended; to show on-site fire lane, turning radius, and turnarounds; to show fire hydrant locations both on-site and within 750 feet; that this comment is in reference to a proposed Fire Department access plan created by the Cunningham Group for All Net Arena and Resort, which is (labeled Level 2 Victory Plaza +6) and dated September 13, 2017; and that this proposed access plan was reviewed and approved by the Fire Chief.

Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; and to please contact CCWRD at sewerlocation@cleanwaterteam.com and reference POC Tracking #0359-2017 to request your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

TAB/CAC: Winchester – approval.

APPROVALS: 26 cards

PROTESTS: 27 cards

COUNTY COMMISSION ACTION: September 6, 2017 – HELD – To 10/18/17 – per the applicant.

APPLICANT: All Net Development, Inc.

CONTACT: Brett Ewing, 10100 W. Charleston Boulevard #230, Las Vegas, NV 89135