

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 45						
<b>Corporate/Business Entity Name:</b> Walker Landscape Maintenance, LLC (Include d.b.a., if applicable) WLM						
<b>Street Address:</b> 429 Via Gigante CT			<b>Website:</b> www.wlmlandscape.com			
<b>City, State and Zip Code:</b> Henderson, NV 89011			<b>POC Name:</b> Kane Norton <b>Email:</b> Kane@wlmlandscape.com			
<b>Telephone No:</b> 702.566-4600			<b>Fax No:</b>			
<b>Nevada Local Street Address:</b> (If different from above) N/A			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b> <b>Email:</b>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kane J. Norton	Managing Member	37.5
Andres Damian-Licea	Managing Member	25
Michael K. Walker	Managing Member	37.5


**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
- ☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
- ☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

  
 Signature  
 Managing Member  
 Title

Kane J. Norton  
 Print Name  
 4/30/2021  
 Date

## REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT (“**Agreement**”) made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Approval Date**”), by and between the County of Clark, a political subdivision of the State of Nevada (“**County**”), and Walker Landscape Maintenance, LLC, a Nevada limited liability company (“**Licensee**”). County and Licensee may be individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, County owns fee title to ±15.77 acres of unimproved real property commonly described as APNs 163-29-601-001 and 009 lying within the Northeast Quarter (NE ¼) of Section 29, Township 21 South, Range 60 East, M.D.M., Clark County, Nevada (the “**Property**”).

WHEREAS, Licensee is the general contractor for a residence under construction on APN 163-29-615-014 (the “**Benefited Parcel**”), which is located adjacent to the Property.

WHEREAS, Licensee has requested the County’s permission to temporarily access the Property, in the location shown in Exhibit “A” attached hereto and incorporated herein by reference (“**Licensed Area**”), to accommodate the staging of Licensee’s equipment and material to facilitate the installation of landscaping and trees; and the County is willing to permit the staging of Licensee’s equipment and material in Licensed Area subject to the terms and conditions in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto agree to the following terms and conditions:

### **SECTION 1. LICENSE**

1.1 County hereby grants to Licensee, subject to the terms and conditions stated herein, a revocable license to stage Licensee’s equipment and material in the Licensed Area for the purpose of accommodating the installation of landscaping and trees on the Benefited Parcel. Licensee understands and agrees that the revocable license granted herein is only a privilege and that nothing in this Agreement shall be construed to confer, vest in, grant or convey to Licensee any title, real property interest or estate in land, including any fee, leasehold or easement interest.

1.2 Licensee agrees that the Licensed Area shall be accessed and maintained in accordance with the Clark County Code and all applicable federal and state law, County or other local regulations and ordinances, permits, standards, specifications, and approved plans by the applicable entities. Licensee shall perform or shall cause to be performed all operation, maintenance, and restoration of the Licensed Area in a workmanlike manner and without any cost or expense to the County. The maintenance and restoration of the Licensed Area shall be diligently prosecuted to completion by Licensee. Licensee shall obtain any necessary permits or approvals required by applicable entities before accessing and commencing work in the Licensed Area.

1.3 Licensee agrees to the following:

(a) Use of the Licensed Area is authorized only for the purposes outlined in Exhibit "B" attached hereto and incorporated herein by reference ("**Work Plan**"), subject to final approval of the County after execution of the Agreement by the Director of Real Property Management ("**RPM**").

(b) Prior to use of the Licensed Area, Licensee must provide County with no less than seventy-two (72) hours prior advance notice of the dates Licensee contemplates that Licensee and/or its representatives, agents, or contractors are planning to enter upon the Licensed Area for the purposes specified herein. The request must specify the beginning and ending dates (schedule) in which Licensee plans to be on the Licensed Area. County shall, at its sole discretion, grant or deny the request, including the Work Plan or safety plan, in no less than twenty-four (24) hours prior to Licensee's requested date of entry.

(c) Prior to access and work commencing in the Licensed Area, Licensee and/or County land monitor shall take photographs of the Property. The photos shall be submitted to the Director of RPM prior to accessing the Licensed Area and shall be used by the County for verification of the restoration of the Licensed Area.

(d) In areas where the operation, maintenance or restoration of the Licensed Area requires any excavation, the area excavated shall be backfilled, as a part of the restoration process, using Type I or Type II aggregate materials as defined in Section 704 of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, as currently revised and supplemented. The backfill material shall be compacted to 90 percent of the maximum density as determined by test method AASHTO T180. Licensee shall submit field soil density test results to the County verifying compliance with this section. The field soil density test shall be performed by a County-approved Quality Assurance Agency.

(e) In the event Licensee fails to complete the removal of all equipment and materials in the Licensed Area or fails to restore the property as required below in Section 2.3 before the effective date of any revocation or the Expiration Date, including the submission and acceptance by the County of the survey and soil testing data, Licensee agrees to pay a weekly fee in the amount of one hundred fifty percent (150%) of the license fee in Section 3 below until all work is completed.

1.4 Licensee shall not engage in any activities or improvements on the Licensed Area that: (a) are not expressly allowed in this Agreement, the approved plans, or County-issued permits; (b) violate the terms of any right-of-way grants, easements of record, encumbrance, or other covenant, condition or restriction; (c) are outside the location of the Licensed Area shown in Exhibit "A"; or (d) excavate or remove material except as necessary for the restoration of the Licensed Area.

1.5 Licensee accepts the area and location of the Licensed Area in its present "as is" condition and acknowledges that the County has made no representations or warranties

whatsoever regarding the title or condition of the Property. Licensee agrees to be responsible for any impacts to any existing utility, drainage facility or other improvements on the Licensed Area.

1.6 Licensee agrees to be bound by all applicable federal, state or local laws, rules, regulations or ordinances dealing with hazardous material and/or the regulation of protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land. Licensee will immediately, upon request, verify compliance with any such requirement. Licensee shall not manufacture, produce, or store under or about the Licensed Area any hazardous material, in violation of any environmental laws, rules, regulations, or ordinances.

1.7 Dust, smoke or other air contaminants that originate from the Licensed Area during the term of this Agreement shall be controlled by Licensee in accordance with federal, state and local laws, ordinances and regulations, at the sole cost and expense of Licensee. Licensee shall maintain the Licensed Area in a clean and safe condition.

## **SECTION 2. TERM, REVOCATION AND REMOVAL**

2.1 The term of this Agreement commences on the Licensee's date of entry approved by the County pursuant to Section 1.3(b) ("**Effective Date**") and expires fourteen (14) calendar days thereafter ("**Expiration Date**"), unless revoked sooner with written notice provided by any Party to the other Parties or terminated sooner pursuant to Section 9.

2.2 Notwithstanding any other provision in this Agreement, any Party shall have the absolute right, at any time, with or without cause, to revoke this Agreement upon written notice to the other Parties. Each of the Parties understands and agrees that it is not entitled to any money damages or other remedy as a result of the act of the revocation, in and of itself, of this Agreement including, but not limited to, any claim for business losses.

2.3 Upon revocation, termination or Expiration Date of this Agreement, Licensee shall, at its sole cost and expense, restore the Property to its original condition as required above in Section 1.3, and remove all equipment, materials, and debris which Licensee or its contractors or subcontractors have placed upon the Property. After the restoration of the Licensed Area, Licensee shall apply a dust palliative to the disturbed area to the satisfaction of County. If Licensee fails to remove all equipment, materials and debris or to restore the Property to the satisfaction of the sole discretion of the County, on or before the effective date of revocation, termination or the Expiration Date, the County may remove and store any of Licensee's property remaining upon the Property and perform the restoration work at Licensee's expense. Licensee agrees to pay any restoration, removal and storage expenses incurred by the County within thirty (30) days of receipt of invoice, and understands and agrees that it has no cause of action or right of recourse against County for damage to any of Licensee's property remaining on the Property arising from the County's exercise of its rights accorded County by reason of this subsection.

### **SECTION 3. FEES**

Licensee agrees to pay a license fee of Three Thousand One Hundred Sixty-Nine Dollars and Twenty-Nine Cents (\$3,169.29) in advance of accessing the Licensed Area. Check shall be made payable to Clark County and sent to RPM at the address provided in Section 7 below.

### **SECTION 4. INDEMNITY**

4.1 Licensee shall indemnify, defend, and hold harmless the County and its officers, agents, and employees (“**Indemnitees**”) against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including, but not limited to, reasonable costs of investigation, reasonable attorney’s fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs, which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of real or personal property whatsoever when such injury death, loss, destruction or damage relates to, is due to or arises in connection with or as a result of any work done by or performed by Licensee, its contractors, subcontractors, agents and employees, relating to the use of the Licensed Area, and/or arises out of or in connection with the performance or failure to perform the terms and conditions of this Agreement, any required permits and plans by Licensee, or its contractor, subcontractor, agent or employee related to the use of the Licensed Area. The obligation of Licensee to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit provided, however, Licensee will not be responsible for indemnifying, defending and holding harmless an Indemnitee to the extent that the injury, death, damage, loss or destruction of property, as referenced above, is the direct and sole result of the negligent conduct of an employee or agent of such Indemnitee.

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

actions in addition to those items mentioned above.

4.3 This Section 4 survives expiration, termination or revocation of this Agreement.

## **SECTION 5. INSURANCE**

5.1 Licensee shall obtain and maintain Comprehensive General Liability Insurance on “occurrence” basis only and not “claims made,” naming the County, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. General liability coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, and contractual and independent contractors. Licensee shall maintain at all times limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage.

5.2 If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than Two Million Dollars (\$2,000,000) per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Licensee must notify the County of any erosion of the aggregate limits. The “per occurrence” limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

5.3 Licensee shall obtain and maintain Automobile Liability Insurance in an amount adequate to cover automobile insurance at all times in an amount not less than One Million Dollars (\$1,000,000) per person, per occurrence, combined single limit.

5.4 The insurance coverage supplied by Licensee must provide for a 30-day calendar notice to the County before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. Licensee shall provide the County with Certificates of Insurance at the time of executing this Agreement and prior to commencement of any permitted work in the Licensed Area. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit the indemnity and liability obligations of Licensee hereunder.

5.5 Licensee’s insurance, as provided by this Section, shall be primary as respect to the County, its officers, employees, volunteers and agents. Said insurance policy shall include an endorsement stating that the insurer will waive any right of subrogation against the County, its officers, employees, agents and volunteers.

5.6 The rating of the insurance operator’s financial strength shall be “A-VIII” or stronger, as published in the latest Best’s Key Rating Guide, and shall be fully disclosed with the certificates of insurance.

## **SECTION 6. ASSIGNMENT**

Licensee shall not assign this Agreement or any privileges granted herein; however, Licensee may allow its contractors and subcontractors to access the Licensed Area subject to the terms of this Agreement.

## **SECTION 7. NOTICES**

All notices, demands, requests, consents, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when personally delivered or three business days after deposit in the U.S. Mail registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

TO COUNTY:

Dept. of Real Property Management  
Attn: Director  
500 S. Grand Central Pkwy, 4<sup>th</sup> Floor  
Box 551825  
Las Vegas, NV 89155-1825

TO LICENSEE:

Walker Landscape Maintenance., LLC  
Attn: Kane Norton  
429 Via Gigante Ct.  
Henderson, NV 89011

## **SECTION 8. THIRD PARTY BENEFICIARIES**

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit only the County, Optionee and Licensee.

## **SECTION 9. BREACH**

The breach of any condition, covenant, restriction or agreement herein contained, observed, and performed by the Licensee shall, at the option of the County, constitute a termination of this License Agreement and all rights of the Licensee hereunder, provided County furnishes Licensee with a written notice describing the nature of the breach. The waiver by the County of the breach of any condition, covenant, restriction, or agreement herein contained to be kept, observed, and performed by the Licensee shall in no way impair the right of the County to remedy any subsequent breach thereof.

#### **SECTION 10. GOVERNED BY NEVADA LAW**

This License Agreement is entered into in, and will be governed by, the laws of the State of Nevada. Each of the parties expressly reserves the right to enforce this Agreement using any means available under Nevada Law.

#### **SECTION 11. HEADINGS / INVALID PROVISIONS**

The section headings are for reference only and do not affect the interpretation of any paragraphs or subsections hereof. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision will be deemed to be severed and deleted and neither such provision nor severance and deletion will affect the validity of the remaining provisions.

#### **SECTION 12. WAIVER**

None of the conditions of this Agreement shall be considered to have been waived by any Party unless such waiver is in writing and signed by the Parties. No such waiver shall be deemed to be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stated.

#### **SECTION 13. AUTHORITY**

The undersigned certify that they have the authority to execute this Agreement on behalf of the Party on whose behalf it is signed. The Director of Real Property Management has the authority to act on behalf of the County for all purposes, including the ability to revoke this Agreement as set forth herein.

#### **SECTION 14. RELATIONSHIP OF THE PARTIES**

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.

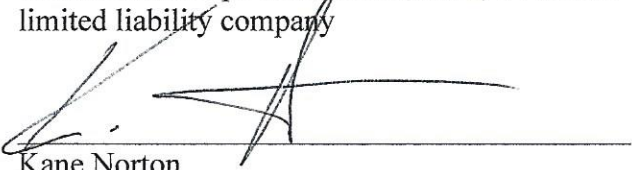
[SIGNATURES APPEAR ON FOLLOWING PAGES]



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

**LICENSEE:**

Walker Landscape Maintenance, LLC, a Nevada  
limited liability company

  
Kane Norton  
Managing Member

State of NEVADA )  
County of CLARK ) ss

On MAY 21, 2021, 2021, before me, George Staresinic, a Notary Public,  
personally appeared KANE NORTON, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized capacity, and that by her  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

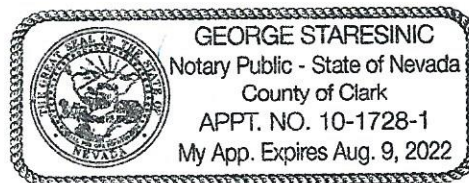
I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notarial Officer

Notary Seal area:



**COUNTY:**

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

\_\_\_\_\_  
Lisa Kremer  
Director, Department of Real Property Management

State of Nevada        )  
                                  ) ss  
County of Clark        )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a  
Notary Public, personally appeared Lisa Kremer, who proved to me on the basis of  
satisfarctory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized capacity, and that by her  
signature on the instrument the person, or the enitivity upon behalf of which the person acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notarial Officer

Notary Seal area:

**EXHIBIT A  
TO  
REVOCABLE LICENSE AGREEMENT**

Licensed Area

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH TWO HUNDRED EIGHTY-THREE FEET (S 283') OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼);

AND

WEST TWENTY FEET (W 20') OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼);

ALL IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS DEDICATED BY DEDICATION RECORDED JANUARY 22, 2001 IN BOOK 20010122 AS DOCUMENT NO. 01830, OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION AS DEDICATED BY DEDICATION RECORDED FEBRUARY 8, 2007 IN BOOK 20070208 AS DOCUMENT NO. 01555, OF OFFICIAL RECORDS.

**EXHIBIT B  
TO  
REVOCABLE LICENSE AGREEMENT**

Work Plan  
(attached)



## Work Plan for Mack Residence - Palm Tree Installation

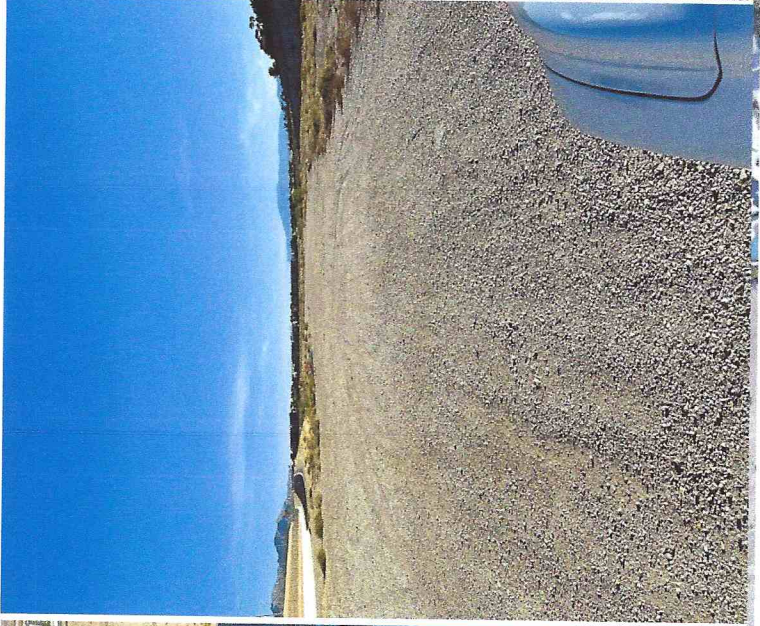
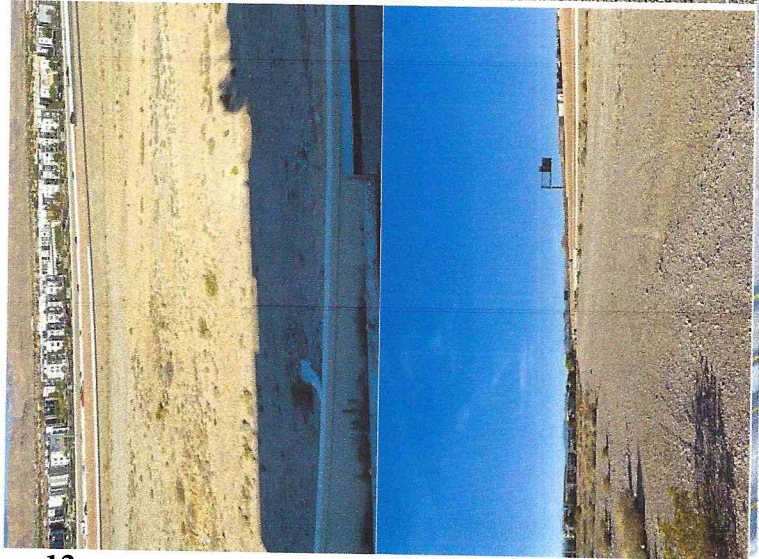
5139 Spanish Heights Drive  
Las Vegas, NV 89148

**6/16/2021**

Provide County/Department of Aviation with notice of dates in which we are planning to enter upon licensed area for specified use. Ensure photographs of property are submitted to the Director of RPM. Provide certificate of insurance listing Clark County as additional insureds and provide copy of dust permit.

**6/21/2021 OR Day 1**

Houston Crane will enter DOA (Department of Aviation) Property and set up Crane (see map and photos for boundary) (5) 18' - 20' Date Palm trees will be delivered by flatbed semi-truck  
Each Palm tree will be craned into hole on Mack property & safety secured with backfill sand.  
6 - 8 hours is the expected time the vehicles and palm trees will be on the DOA property.







**6/22/2021 OR Day 2**

Any disturbance caused by Crane, semi truck and WLM vehicles will be cleaned up after project completion pursuant to the terms of the Revolvable License. Water will be applied to areas for dust control as needed. Any track out (onto Hacienda Ave) will be immediately cleaned after the trucks exit.



WALKER LANDSCAPE MAINTENANCE, LLC  
REVOCABLE LICENSE AGREEMENT  
PTN of APNs 163-29-601-001 & 163-29-601-009  
± 2.40 Acres

