EIGHTH AMENDMENT TO
CLARK COUNTY MONORAIL FRANCHISE AGREEMENT

GRANTED TO

LAS VEGAS MONORAIL COMPANY

THIS EIGHTH AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") dated this ___ day of December, 2018 ("Effective Date"), is entered into between Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body ("County"), and Las Vegas Monorail Company, a Nevada nonprofit corporation ("Franchisee").

WITNESSETH:

WHEREAS, the Franchisee was granted a franchise on December 2, 1998, to install and operate a monorail on County Rights-of-Way, which franchise has been amended from time to time; and

WHEREAS, the Las Vegas Monorail ("Monorail") has been operating since July 2004; and

WHEREAS, the Franchisee plans to add a station to the existing Monorail on Sands Avenue east of Koval Lane to connect to the MSG Sphere and the Sands Expo Center ("Project"); and

WHEREAS, the County, its residents and visitors, benefit from the development of transportation systems in Clark County such as the Monorail and the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of this is hereby acknowledged, the County and the Franchisee agree that the Franchise Agreement is amended as follows:

1. Amendments.

a. Additional Franchise Area. The route and franchise for the Las Vegas Monorail is amended to include the following additional area in connection with the Project, as shown on the attached Exhibit A ("Additional Franchise Area").

b. Use Permit. As set forth in Use Permit No. UC-0651-18, the County hereby grants, contemporaneously with the Effective Date of this Amendment, a use permit for the Additional Franchise Area, subject to the conditions imposed by the County Commission in accordance with Title 30 of the Clark County Code.
2. **Sixth Amendment.** Section 3 of the Sixth Amendment to the Clark County Monorail Franchise Agreement, dated November 1, 2016 ("Sixth Amendment"), is revised to provide that the requirement to close finance and commence construction on the Mandalay Bay Extension shall be extended to two (2) years from the Effective Date of this Eighth Amendment. Except as amended by the prior sentence, all other provisions of the Sixth Amendment shall remain in full force and effect.

3. **Effective Date; Confirmation of Franchise Agreement.** This Amendment shall become effective upon the execution hereof by both parties. Except as specifically modified herein, each and every term, covenant and condition of the Franchise Agreement is hereby ratified and shall remain in full force and effect.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Amendment. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

6. **Entire Agreement.** This Amendment and the documents executed and delivered pursuant hereto constitute the entire agreement between the parties and may be amended only by signing in writing on behalf of each party.

7. **Interpretation.** The headings of the articles, sections, paragraphs and subdivisions of this Amendment are for convenience and reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

8. **No Impairment.** Except as specifically hereby amended, the Franchise shall remain unaffected by this Eighth Amendment, and the Franchise Agreement, as previously amended, shall remain in full force and effect.

[Signature Page Follows]
IN WITNESS WHEREOF the parties hereto have set their hands this _____ day of December, 2018.

CLARK COUNTY
BOARD OF COMMISSIONERS

By: ____________________________
STEVE SISOLAK, CHAIRMAN

ATTEST:
LYNN MARIE GOYA, COUNTY CLERK

By ____________________________

APPROVED AS TO FORM:
CLARK COUNTY DISTRICT ATTORNEY

By: ____________________________
Deputy District Attorney

LAS VEGAS MONORAIL COMPANY, a Nevada nonprofit corporation

______________________________
Curtis L. Myles, III, President and CEO
ATTACHMENT A
ADDITIONAL FRANCHISE AREA

2727 SOUTH RAINBOW BOULEVARD * LAS VEGAS, NEVADA 89146-5148
PHONE 702-673-7550 * FAX 702-382-2697

W.O. 7931
August 2, 2018
BY: WLB
P.R. BY: TZ
PAGE 1 OF 4
PT APN: 162-16-702-002

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHEASTERLY OF KOVAL LANE AND SANDS AVENUE FOR SPECIAL USE PERMIT PURPOSES.

LEGAL DESCRIPTION
SPECIAL USE PERMIT

BEING A PORTION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 121, PAGE 21, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER SECTION OF SAID SECTION 16, BEING THE CENTERLINE INTERSECTION OF KOVAL LANE AND SANDS AVENUE; THENCE SOUTH 88°45'10" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) AND THE CENTERLINE OF SAID SANDS AVENUE, 185.78 FEET; THENCE SOUTH 01°14'50" WEST DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 53.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID SANDS AVENUE, ALSO BEING THE POINT OF BEGINNING;

AREA 1:

THENCE SOUTH 88°45'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 192.28 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 01°14'00" WEST DEPARTING SAID SOUTHERLY, RIGHT-OF-WAY 8.84 FEET; THENCE NORTH 88°46'00" WEST, 111.13 FEET; THENCE SOUTH 01°14'00" WEST, 39.20 FEET; THENCE SOUTH 89°52'09" WEST, 79.98 FEET TO THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 00°07'51" WEST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING, AS SHOWN BY THAT "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART THEREOF.

CONTAINING 4,933 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.
LEGAL DESCRIPTION CONTINUED – SPECIAL USE PERMIT
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TOGETHER WITH:

AREA 2

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 88°45'10" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SANDS AVENUE, 36.40 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°45'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 95.00 FEET; THENCE SOUTH 01°14'00" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, 12.00 FEET; THENCE NORTH 88°45'10" WEST, 95.00 FEET; THENCE NORTH 01°14'00" EAST, 12.00 FEET TO THE POINT OF BEGINNING, AS SHOWN BY THAT "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART THEREOF.

CONTAINING 1,139 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS


END OF DESCRIPTION