REVOCABLE LICENSE AND MAINTENANCE AGREEMENT
[STANDARD FORM]

This REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into this 7th day of April, 2015, by and between Treasure Island L.L.C. (the “LICENSEE”) and the COUNTY OF CLARK, a political subdivision of the State of Nevada (the “COUNTY”). Each of the above is a “Party” and collectively are “Parties” to this Agreement.

RECITALS

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

WHEREAS, the LICENSEE is the owner of the properties located at 3300 S. Las Vegas Blvd. South Las Vegas, Nevada, Assessor’s Parcel Number(s) 162-18-214-001, and more particularly described in Exhibit “A,” attached hereto and by this reference incorporated herein;

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

WHEREAS, the LICENSEE had a Land Use Application, (UC-0050-13), before the (BCC) on (6-7-13) that approved the installation of non-standard improvements in the public right-of-way and required the signing of a Revocable License and Maintenance Agreement; and

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

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

Standard Form Template: Revocable License and Maintenance Agreement
Created 8-5-2014
SECTION 1: LICENSE AND PERMIT

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

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

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

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

SECTION 2: INSTALLATION AND MAINTENANCE

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

LICENSEE shall, at its sole cost and expense, install, operate, maintain, and repair the Improvements. The Improvements shall be installed, operated, maintained, repaired, and used so as not to interfere with the installation, operation, maintenance or use of the street lighting system, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, gas, power lines, cable television, telephone lines, that have been or may be installed, maintained, used or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners, sitting either as said Board or as the governing body of Clark County Water...
Reclamation District, the Las Vegas Valley Water District or any other district hereafter created for any governmental purpose, and shall be placed on and/or in the County Property per approved submitted plans.

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

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

a) Improvements shall not interfere with public or private improvements, including but not limited to, utilities; and

b) Compliance with Clark County Department of Air Quality regulations, including but not limited to, providing dust mitigation; and

c) Foliage, if installed within sight visibility zones, shall have a maximum height of twenty-four inches (24") unless otherwise approved in writing by the COUNTY; and

d) Foliage, if installed, shall not interfere with traffic control devices within and adjacent to the abutting roadway; and

e) Irrigation systems, if used, shall be constructed, operated, and maintained to avoid water placement on and/or under the roadway’s paved surfaces, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements. A drip type irrigation system is to be installed if water is needed within or adjacent to roadway and/or sidewalk improvements; and

f) Vegetation shall not be allowed to extend onto or over roadway, sidewalk surfaces, and County Property, including, but not limited to, pedestrian easements, and shall not constitute a fire hazard; and

g) The LICENSEE’s construction and maintenance activities shall not interfere with the COUNTY’s, or any public body governed by the Board of County Commissioners, or any others who have rights on the County’s Right-of-Way, ability to install, maintain or use the existing and future improvements, including, but not limited to, street lighting system, traffic control system, sidewalks, water
supply and distribution system, sanitary sewer collection system, and storm water collection and transmission system; and

h) All surface drainage features required shall be maintained and kept slip free to prevent blockage of any conduit or slippery surface conditions; and

i) No advertising shall be conducted on, above or within the County's Right-of-Way.

SECTION 3: CONDITIONS OF COUNTY PROPERTY OCCUPANCY

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

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

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

i. Installation, maintenance or use of all public facilities, including, but not limited to, flood control channels and facilities, roadways, standard improvements, and public utilities;

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

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

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

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

F. If the COUNTY requests the LICENSEE to permanently remove any or all portions of the Improvements then the LICENSEE’s license for that portion(s) of the public right-of-way containing such Improvements is thereby revoked.
G. Notwithstanding any other provision contained in this Agreement, in the event immediate action, as determined by the Director of Public Works or its designee, is required for the adjustment, demolishment, reconstruction, reinstallation, modification, removal, repair or relocation of any or all of its Improvements as provided for in or under the circumstances described in Sections 3B and 3C of this Agreement, LICENSEE hereby agrees to immediately (upon notice thereof) adjust, remove, replace, repair or reconstruct said Improvements. In addition, the COUNTY at its option may, at the expense of the LICENSEE, adjust, demolish, remove, replace, repair or reconstruct said Improvements if LICENSEE fails to take immediate action. LICENSEE agrees to pay the COUNTY for all costs and expenses incurred by the COUNTY associated therewith within thirty (30) calendar days of receipt of a bill from the COUNTY.

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

SECTION 4: LIABILITY AND INDEMNIFICATION

LICENSEE, or its successors in interest, shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, employees, and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, attorneys' fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss or destruction of property whatsoever when such injury, death, loss, destruction or damage is due to or arising from or as a result of or connected to: 1) the Improvements; 2) any work, action or inaction by the LICENSEE, its officers, employees, and agents, including those represented as contractor or subcontractor, in connection with the Improvements and this Agreement; 3) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the Improvements; 4) LICENSEE's obligations or rights set forth in this Agreement; 5) this Agreement, including, but not limited to, COUNTY approvals, decisions, and determinations made relating to this Agreement; and 6) work, actions, inactions and/or occurrences, including those that may pre-date this Agreement, and are related to or connected to the Improvements, and/or the design, construction, installation, use, maintenance, repair, replacement or operation thereof.

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

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

This Section 4 survives termination of this Agreement.

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

SECTION 5: INSURANCE POLICY

LICENSEE, at its own cost and expense, shall obtain and maintain commercial general liability insurance naming the COUNTY, its officers, employees, volunteers, and agents as additional insured’s for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. LICENSEE shall maintain at all times limits of no less than Two Million and 00/100 Dollars ($2,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the LICENSEE must provide for a 30-day calendar notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. LICENSEE shall provide the COUNTY with ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09) within ten (10) business days after execution of this Agreement by LICENSEE. The certificates and endorsements for any and all insurance
policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit LICENSEE’s liability obligations to the COUNTY. Attached as Exhibit “D” is an ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09), evidencing said compliance with this Section 5.

SECTION 6: REMOVAL AND REPLACEMENT OF IMPROVEMENTS UPON TERMINATION

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

SECTION 7: CASH DEPOSIT

Within ten (10) business days after execution of this Agreement by LICENSEE, the LICENSEE shall deposit with the COUNTY a cash deposit in the amount of Three Thousand Ninety-four Dollars ($3094, ) to secure its obligations set forth in this Agreement. A copy of the cash deposit is attached hereto as Exhibit “E.” The cash deposit must be maintained in full as a continuing obligation during the entire term of this license. The COUNTY shall have the right to withdraw from the cash deposit, and use, the full amount of all sums and damages necessary in connection with removal or repair of the Improvements and/or in connection with or by reason of any default of the LICENSEE, and within ten (10) calendar days thereafter the LICENSEE will replenish the cash deposit to the full amount. In the event the Improvements are removed pursuant to this Agreement, the COUNTY shall not be liable to the LICENSEE for any damages sustained by the LICENSEE for or on account of such removal.

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

SECTION 8: TERMINATION ON BREACH AND WAIVER OF BREACH

The breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the LICENSEE shall, at the option of the COUNTY, constitute a termination of this Agreement and license and all rights of the LICENSEE hereunder. The waiver by the COUNTY of the breach of any condition, covenant, restriction or agreement herein contained to be kept, observed, and performed by the LICENSEE shall in no way impair the right of the COUNTY to enforce its rights upon any subsequent breach thereof.
SECTION 9: TERMINATION ON NOTICE

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

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

SECTION 10: EFFECTIVE DATE

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

SECTION 11: NOTICES

All notices under this Agreement shall be in writing and sent by personal delivery, express, priority or certified mail, postage prepaid, return receipt requested to the address set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either Party may change these addresses by giving notice as provided above.

COUNTY:

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

LICENSEE:

Treasure Island LLC

SECTION 12: INDEPENDENT CONTRACTOR

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

SECTION 13: PARTIES AND INTERESTS

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the LICENSEE only.
SECTION 14: COVENANT NOT TO SUE

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

SECTION 15: SUCCESSORS AND ASSIGNS / NON ASSIGNMENT

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

SECTION 16: INTEGRATION AND MODIFICATION

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

SECTION 17: JOINT AND SEVERAL LIABILITY

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

SECTION 18: SIGNAGE

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

SECTION 19: COUNTERPARTS

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

SECTION 20: HEADINGS

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

SECTION 21: GOOD FAITH NEGOTIATIONS

The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution and approval by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

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

CLARK COUNTY, a political subdivision of the State of Nevada

______________________________
STEVE SISOLAK
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

INSERT NAME OF LICENSEE

______________________________
By: Phillip G. Ruffin
Name:Phillip G. Ruffin
Its:Manager

STATE OF NEVADA )
) ss.

COUNTY OF CLARK )

On this 18 day of February, 2015, before me the undersigned, a Notary Public, in and for said County and State, personally appeared PHILIP G. RUFFIN, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

______________________________
ELAINE GARDNER
NOTARY PUBLIC
in and for said County and State

My Commission expires: March 11, 2016

{SEAL}

Standard Form Template: Revocable License and Maintenance Agreement
Created 8-5-2014

Page 11 of 11
EXHIBIT "A"
LICENSEE’S PROPERTY
EXHIBIT ‘A’
TREASURE ISLAND HOTEL AND CASINO
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 AS SHOWN BY THAT MAP ON FILE IN FILE 177 OF SURVEYS, PAGE 64 AND DESCRIBED IN BOOK 20090320, INSTRUMENT No. 0000885 IN THE CLARK COUNTY RECORDER’S OFFICE, CLARK COUNTY, NEVADA.

CONTAINS 19.446 ACRES.

PREPARED BY: JULIA L. IZZOLO, P.E.
CHECKED BY: TED T. EGERTON, P.E.
LOCHSA ENGINEERING
6345 S. JONES BLVD.
SUITE 100
LAS VEGAS, NV 89118
TED T. EGERTON
P.E. #11286

3/19/15
EXHIBIT “B”
COUNTY’S RIGHT OF WAY AND AREA OF NON-STANDARD IMPROVEMENTS
EXHIBIT 'B'

TREASURE ISLAND HOTEL AND CASINO

LEGAL DESCRIPTION OF AREA OF IMPROVEMENTS

A PORTION OF PARCEL 1 AS SHOWN BY THAT MAP ON FILE IN FILE 177 OF SURVEYS, PAGE 64 AND DESCRIBED IN BOOK 20090320, INSTRUMENT No. 0000885 IN THE CLARK COUNTY RECORDER'S OFFICE, IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT RIGHT-OF-WAY MONUMENT 020Y OF LAS VEGAS BOULEVARD, AS SHOWN BY THAT MAP ON FILE IN FILE 169 OF SURVEYS AT PAGE 20 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE NORTH 00°57'58" EAST, A DISTANCE OF 426.70 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 16; THENCE ALONG SAID NORTH LINE, SOUTH 89°02'02" EAST, A DISTANCE OF 647.93 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°57'58" EAST, A DISTANCE OF 898.30 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD AS DESCRIBED PER BOOK 19931020, INSTRUMENT No. 01511; THENCE NORTH 27°59'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 91.04 FEET TO A POINT OF A TANGENT CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 08°31'50", A DISTANCE OF 8.19 FEET; THENCE SOUTH 77°58'45" EAST, A DISTANCE OF 3.51 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, FROM WHICH BEGINNING A RADIAL LINE BEARS NORTH 74°52'57" WEST, HAVING A RADIUS OF 53.55 FEET, THROUGH A CENTRAL ANGLE OF 07°09'24", A DISTANCE OF 6.69 FEET; THENCE SOUTH 29°17'14" WEST, A DISTANCE OF 24.11 FEET; THENCE SOUTH 27°46'54" WEST, A DISTANCE OF 44.21 FEET; THENCE SOUTH 28°02'55" WEST, A DISTANCE OF 25.32 FEET; THENCE NORTH 60°57'05" WEST, A DISTANCE OF 3.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 345 SQUARE FEET MORE OR LESS.

SEE EXHIBIT "B", ATTACHED TO AND MADE A REFERENCE A PART HEREOF.

BASIS OF BEARINGS:

NORTH 16°58'55" EAST. BEING THE BEARING OF THE LINE BETWEEN RIGHT-OF-WAY MONUMENTS 019Y AND 020Y OF LAS VEGAS BOULEVARD, AS SHOWN BY THAT CERTAIN MAP ON FILE IN FILE 169 OF SURVEYS AT PAGE 20 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

PREPARED BY: JULIA L. IZZOLO, P.E.
CHECKED BY: TED T. EGERTON, P.E.
LOCHSA ENGINEERING
6345 S. JONES BLVD.
SUITE 100
LAS VEGAS, NV 89118
TED T. EGERTON
P.E. #11286

Sheet 1 of 3
Parcel Map Check Report

Client:  
Client
Client Company
Address 1
Date: 9/16/2013 3:07:55 PM

Prepared by:  
Preparer
Your Company Name
123 Main Street

Parcel Name: Site 1 - EASEMENT : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North: 4,799.87'

Segment# 1: Line
Course: N27°59'00.00"E
North: 4,880.26'  
East: 5,228.73'

Segment# 2: Curve
Length: 8.19'
Delta: 8°31'50"
Chord: 8.18'
Course In: N62°01'00.00"W
RP North: 4,906.07'
End North: 4,887.75'

Radius: 55.00'
Tangent: 4.10'
Course Out: S70°32'50.03"E
East: 5,222.88'
East: 5,274.74'

Segment# 3: Line
Course: S77°58'45.02"E
North: 4,887.02'  
East: 5,278.17'

Segment# 4: Curve
Length: 6.69'
Delta: 7°09'24"
Chord: 6.68'
Course In: N74°52'56.64"W
RP North: 4,900.99'
End North: 4,880.69'

Radius: 53.55'
Tangent: 3.35'
Course Out: S67°43'32.69"E
East: 5,226.47'
East: 5,276.03'

Segment# 5: Line
Course: S29°17'13.77"W
North: 4,859.66'
Length: 24.11'
East: 5,264.23'

Segment# 6: Line
Course: S27°46'53.53"W
North: 4,820.55'
Length: 44.21'
East: 5,243.63'

Segment# 7: Line
Course: S28°02'54.79"W
North: 4,798.20'
Length: 25.32'
East: 5,231.72'

Segment# 8: Line
Course: N60°57'05.21"W
North: 4,799.86'
Length: 3.42'
East: 5,228.73'

Perimeter: 206.50'
Error Closure: 0.00
Error North: -0.004
Area: 345.10 Sq.Ft.
Course: S25°10'39.37"E
East: 0.002

Precision 1: 206,490,000.00
EXHIBIT “C”
DEPICTION AND DESCRIPTION OF IMPROVEMENTS
EXHIBIT “D”
INSURANCE CERTIFICATE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONHERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
5080 Spectrum Dr., Suite 900E
Addison, TX 75001

INSURER(S) AFFECTING COVERAGE
Federal Insurance Company
20081

INSURED
Treasure Island, LLC
3300 Las Vegas Boulevard South
Las Vegas, NV 89109

COVERAGES
CERTIFICATE NUMBER: Y2E5V6I

OVERSIGHTED CLAUSES AS SIDED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LITM TYPE OF INSURANCE MDL/SUR/ WDD POLICY NUMBER POLICY EFF POLICY EXP LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 0568727 $100,000 SIR-Each Occurrence 03/20/2014 03/20/2015 $1,000,000 INCLUDED

GENERAL AGGREGATE LIMIT APPLIES PER:

X POLICY

OTHER

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

HARDED AUTOS

SCHEDULED AUTOS

NOWNED AUTOS

UMBRELLA LIAB OCCUR CLAIMS-MADE

EXCESS LIAB

OED RETENTIONS

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

ANY PROPRIETOR/OWNER EXECUTIVE OFFICER/ MEMBER EXCLUDED?

(Conditional in N/A)

N/A

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

RE: Outside Permit #13-37063

Clark COUNTY, its officers, employees, volunteers, and agents are included as additional insureds for the duration of the Outside Permit #13-37063.

CERTIFICATE HOLDER

Clark County Public Works Department
500 S Grand Central Parkway
Las Vegas, NV 89155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Page 1 of 1 © 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
EXHIBIT “E”
COPY OF SECURITY DEPOSIT
PROPOSAL

Date: February 4, 2015

Company: Treasure Island
P.O. Box 7711
Las Vegas, NV 89117
P (702) 864-7490
F (702) 894-7471

Attention: TI Purchasing

Project: Treasure Island Planter Removal At Corner Of Las Vegas Blvd And Spring Mountain

The work times on this project are to be from the hours of 6:00 am - 2:30 pm, Monday - Friday

**Bold items on scope of work line are self performed directly by AGC**

BUDGET

<table>
<thead>
<tr>
<th>Code</th>
<th>Scope of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-050 Site work $</td>
<td>605</td>
<td></td>
</tr>
<tr>
<td>02-200 Concrete $</td>
<td>929</td>
<td></td>
</tr>
<tr>
<td>03-100 Concrete $</td>
<td>1,560</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$3,094</td>
</tr>
</tbody>
</table>

The following are included for the above price:

1. See attached Exhibit A sheet (scope break out)

The following are excluded for the above price:

1. See attached Exhibit B sheet (scope clarification)

Attachments:
1. See attached Exhibit C sheet (terms and conditions)
2. See attached Exhibit E sheet (time and materials rates)

Thank you for the opportunity to bid on this project. If you have any questions, do not hesitate to contact us.

Terms and Payment: Receipt of payment no more than 15 days from receipt of invoice (there will be a 2% discount given on payments received within the 15 day period and there will be a 2% surcharge added for payments not received after 30 days; to be added every 30-days thereafter).

No retention withheld from payment. This proposal is good for 30 days from the date above.

The above proposal includes all State Of Nevada Sales Tax

RESPECTFULLY SUBMITTED: 

Mike Austin

PRINT:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified; payment will be made as outlined above.

SIGNATURE:
Project: Treasure Island Planter Removal At Corner Of Las
Date: February 4, 2015

Scope Work Of Work Brief Description

Remove Existing Planter and top soil and replace with new grey concrete at street level of Northeast Corner Of property

Scope Work Breakdown

<table>
<thead>
<tr>
<th>Task Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-050</td>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Provide Dumpsters For Haul Off Of Construction Debris</td>
<td>1</td>
<td>Unit</td>
</tr>
<tr>
<td>2</td>
<td>Provide Labor To Remove Existing Shrubs At Planter</td>
<td>350</td>
<td>S.F.</td>
</tr>
<tr>
<td>Total Demolition</td>
<td></td>
<td></td>
<td>$695.00</td>
</tr>
<tr>
<td>02-200</td>
<td>Earthwork/Excavation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Provide Labor To Remove Existing Top Soil And Install Fill For New Concrete</td>
<td>13</td>
<td>C.Y.</td>
</tr>
<tr>
<td>Total Earthwork/Excavation</td>
<td></td>
<td></td>
<td>$925.00</td>
</tr>
<tr>
<td>03-100</td>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Provide Labor And Materials To Pour New 4&quot; Grey Concrete Slab At Old Planter Area</td>
<td>350</td>
<td>S.F.</td>
</tr>
<tr>
<td>2</td>
<td>Provide Light Broom Finish On New Concrete Infill</td>
<td>350</td>
<td>S.F.</td>
</tr>
<tr>
<td>Total Concrete</td>
<td></td>
<td></td>
<td>$1,560.00</td>
</tr>
</tbody>
</table>

Total                                           |           |        | $3,094.00 |

* Austin General Contracting
* Purchasing
PAY Three Thousand Ninety-Four and 00/100 Dollars

TO THE 
CLARK COUNTY BUILDING DEPT
OF PUBLIC WORKS
STE. 2066
LAS VEGAS NV 89155

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Comments</th>
<th>Invoice Gross</th>
<th>Invoice Discount</th>
<th>Invoice Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>TI DEPOSIT 2015</td>
<td>2/19/15</td>
<td></td>
<td>3,094.00</td>
<td>.00</td>
<td>3,094.00</td>
</tr>
</tbody>
</table>

Totals 3,094.00 .00 3,094.00

Vendor No. 1534  
Vendor: CLARK COUNTY BUILDING DEPT  
Check# 265923  
Check Date 2/19/2015

PLEASE DETACH THIS REMITTANCE
ADVICE BEFORE DEPOSITING CHECK

TREASURE ISLAND
LAS VEGAS, NEVADA

THE ATTACHED CHECK IS IN
PAYMENT OF THE ITEMS LISTED ABOVE.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Business Entity Type (Please select one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Sole Proprietorship</td>
</tr>
<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability Company</td>
</tr>
<tr>
<td>☐ Corporation</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Non-Profit Organization</td>
</tr>
<tr>
<td>☐ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group (Please select all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ MBE</td>
</tr>
<tr>
<td>☐ WBE</td>
</tr>
<tr>
<td>☐ SBE</td>
</tr>
<tr>
<td>☐ PBE</td>
</tr>
<tr>
<td>☐ VET</td>
</tr>
<tr>
<td>☐ DVET</td>
</tr>
<tr>
<td>☐ ESAM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Number of Clark County Nevada Residents Employed:** 2709

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>Treasure Island, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>3300 Las Vegas Blvd., South</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code:</td>
<td>Las Vegas, NV 89109</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>702-964-7111</td>
</tr>
<tr>
<td>Fax No:</td>
<td>702-964-6780</td>
</tr>
<tr>
<td>Nevada Local Street Address:</td>
<td></td>
</tr>
<tr>
<td>(If different from above)</td>
<td></td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Local Telephone No:</td>
<td></td>
</tr>
<tr>
<td>Local POC Name:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**Website:** www.treasureisland.com

POC Name: Frank Zagar
Email: fzagar@treasureisland.com

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.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruffin Acquisition, LLC</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

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: [Signature]

Title: General Counsel

Print Name: Brad R. Anthony

Date: 26 Mar 2015

REVISED 7/25/2014