REVCABLE LICENSE AGREEMENT

This Revocable License Agreement (this “Agreement”) is made and entered into by and among the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“Institution”) and Clark County, a political subdivision of the State of Nevada (“Landowner”). This Agreement shall be effective as of the last date any authorized signatory affixes his/her signature below (the “Effective Date”).

Preliminary Statements

Landowner is the owner of those certain parcels of real property located in the County of Clark, State of Nevada, identified as having Assessor Parcel Numbers 161-35-501-002 and 161-26-701-001, as depicted in the aerial photo attached as Exhibit “A” and incorporated herein by reference (the “Land”).

Nevada Revised Statutes section 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency entering into the agreement is authorized by law to perform.

Landowner agrees to permit Institution to install and maintain paving and to allow parking on the Land at the specific sites designated on Exhibit “A” (the “Site”).

Article 1
Grant of License

Landowner hereby grants to Institution, its employees, students, agents, contractors, suppliers, surveyors, invitees and licensees, a nonexclusive revocable license over, upon, through and across the Land: (a) to construct, install, erect, inspect, alter, improve, repair, operate, maintain, and remove paving for parking lots (the “Improvement”) on the Site; (b) for the ingress of vehicles, equipment and pedestrians to and the egress of vehicles, equipment and pedestrians from the Site; (c) for the purpose of parking for events held at the Sam Boyd Stadium; and (d) for notice signs that may be temporarily installed and maintained on the Land as necessary, in locations reasonably approved by the parties (collectively, the “License”).

Institution shall perform or shall cause to be performed all construction, installation, alteration, maintenance, repair and/or removal of the Improvements in a workmanlike manner and without any cost or expense to Landowner. The installation, maintenance and removal of the Improvements shall be diligently prosecuted to completion by Institution so as to minimize any interference with the business of Landowner, its tenants or subtenants. Institution shall obtain any necessary permits or approvals required by any entity before commencing any work at the Site, including but not limited to any land use approval required by Title 30 of the Clark County Code at no cost to Landowner.

All work at the Site and installation and use of the Improvements by Institution shall be in compliance with plans approved by Landowner’s Director of Real Property Management (the “Director) or her designee, and in compliance with all applicable federal, state, or local codes, ordinances, rules,
regulations, permits, specifications and standards. Institution shall not engage in any activities or improvements on the Land that: (1) are not expressly allowed in this Agreement, the approved plans, or County-issued permits; (2) violate the terms of any permitted right-of-way grants or easements of record, or (3) violate the provisions of the patent recorded on February 2, 1971, conveying title to a portion of the Land to Landowner (the "Patent").

Institution shall not dump hazardous waste on the Site and shall control and minimize dust in and around the Site and shall maintain the Site in a clean and safe condition.

Landowner covenants, for the benefit of Institution, that: (1) no building, structure or other real property improvements will be constructed, installed, erected or maintained on or within the Land that interfere with Institution's rights herein granted; and (2) Landowner, its officers, employees, agents and invitees will not remove, damage or destroy the Improvements.

Article 2
Costs and Indemnification

Institution shall be responsible for all costs associated with the installation, maintenance and removal of the Improvements on the Site, including permits, fees, bonds, licenses and certificates of occupancy.

In consideration for the rights granted herein, Institution shall be responsible for all costs associated with the maintenance of the potable water pipelines installed on Institution's property commonly described as Assessor's Parcel Nos. 161-26-801-001 and 161-35-501-001, which provide water service to the Clark County Silver Bowl Park ball fields commonly described as Assessor's Parcel No. 161-25-401-001 ("Park") and The Bennett Field commonly described as Assessor's Parcel No. 161-26-701-001 ("R.C. Airfield"). Institution agrees to continue supplying water to the Park. Landowner's water use at the Park is separately metered and Landowner shall continue paying for its own water use. Institution further agrees to allow Landowner access onto Institution's property to operate, maintain, and remove or abandon valves, pipelines, and related improvements as necessary to accommodate Landowner's continued use and maintenance of the Park and its future plans to relocate its water meter and pipeline serving the Park.

To the extent expressly authorized or permitted by law, specifically, Nevada Revised Statutes (NRS) Chapter 41, Institution agrees to be responsible for all claims, liabilities, expenses, costs, liens and judgments relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of Institution, and its contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees. The Parties do not waive and intend to assert all defenses and immunities that are available to them by law.

Article 3
Reservation of Rights

Institution acknowledges and agrees that the License granted herein is revocable and is only a privilege and that nothing in this Agreement shall be construed to confer, vest in, grant or convey to Institution any title, real property interest or estate in the Land, including any fee, leasehold or easement interest.
Institution further acknowledges that the Patent conveying a portion of the Land to Landowner contains use restrictions and a reversionary clause, and Institution expressly acknowledges that Landowner makes no representations or warranties regarding (a) whether Institution's use of the Site is permitted by or compatible with the approved plans of development and management referenced in the Patent; (b) the condition of title to the Land, including but not limited to right-of-way grants and easements of record; (c) the physical condition or stability of the Site, (d) the existence of hazardous material on or under the surface of the Site, (e) the zoning and other land use restrictions applying to the Land, or (f) the suitability of the Site for Institution's purpose or for any other purpose.

Article 4
Term and Termination

The term of this Agreement shall be four (4) years from the Effective Date. This Agreement may be renewed or extended by written, mutual agreement of the parties.

Notwithstanding any other provision in this Agreement, either party may, by giving ninety (90) days written notice to the other party, terminate this Agreement, with or without cause, and neither party is entitled to any damages or other remedy as a result of revocation of the License granted herein prior to the expiration date. Upon expiration or revocation by either party of this Agreement, Institution shall remove the Improvements and will be responsible for all costs associated with removal of the Improvements, including site remediation to remove any impact generated by the Improvements and restore the Site to its original condition to the satisfaction of the Director. All temporary and permanent structures, including footings, will either be destroyed or removed. Reseeding of the ground will be performed using a mix of native species.

If Institution fails to remove the Improvements prior to the effective date of any revocation or the expiration of this Agreement or if Institution fails to restore the Site to its original condition to the Director's satisfaction, Landowner may remove and store any of Institution's property remaining upon the Site and perform the necessary restoration work at Institution's expense. Institution agrees to pay any restoration, removal and storage expenses incurred by Landowner within thirty (30) days of receipt of invoice, and agrees that it has no cause of action or right of recourse against Landowner for damage to Institution's property if removed and stored by Landowner under this paragraph.

Article 5
Miscellaneous

5.1 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be personally delivered or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the responsible party set forth below:

Institution: University of Nevada, Las Vegas
Attention: Real Estate Office
4505 Maryland Parkway
Box 451027
Las Vegas, NV 89154-1027
5.2 **Governing Law and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction located in Clark County, Nevada.

5.3 **Severability.** Invalidation of any covenant, condition, restriction, term or provision of this Agreement by judgment, court order or otherwise shall in no way affect any other covenant, condition, restriction, term or provision, each of which shall remain in full force and effect.

5.4 **No Waiver.** The failure of any party to insist upon strict performance of any of the obligations, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in any of the obligations, conditions or agreements contained herein by the same or any other party.

5.5 **Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the parties.

5.6 **Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

5.7 **Integration.** This Agreement, together with any attachments, exhibits or amendments thereto, constitutes the entire agreement between the parties and supersedes all previous contracts, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties.

5.8 **Assignment.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Approved By:

By: ____________________________ Date: 6/28/12
Gerry J. Bomotti
Senior Vice President for Finance and Business

Approved As to Form:

By: ____________________________ Date: 6/20/12
Elda M. Sidhu
General Counsel

COUNTY OF CLARK

By: ____________________________ Date: ______________
Carel Carter
Director of Real Property Management

Approved as to form:

Clark County District Attorney

By: ____________________________ Date: 8/16/12
Deputy District Attorney