

APNs: 162-29-302-001, -003, -004  
and 162-29-401-017

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Clark County Stadium Authority  
c/o Applied Analysis  
6385 S. Rainbow Blvd., Suite 105  
Las Vegas, Nevada 89118  
Attention: Jeremy Aguero

RELEASE OF SETTLEMENT AGREEMENT

THIS RELEASE OF SETTLEMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2018, by and among the COUNTY OF CLARK, a political subdivision of the State of Nevada ("County"), STATE OF NEVADA acting by and through its Department of Transportation ("NDOT") and, together with the County, the "Agencies", and CLARK COUNTY STADIUM AUTHORITY, a corporate and politic body and political subdivision of Clark County, Nevada ("Owner"). Owner and the Agencies are sometimes referred to individually as a "Party" and together as "Parties".

RECITALS

- A. Westgate Land and Russel I-15 Partnership, each a California limited partnership and predecessor in interest to Owner, and the Agencies entered into that certain Settlement Agreement, dated as of March 1, 1994 and recorded in the Office of the Clark County, Nevada Recorder in Book 940406 as Document No. 01548 (the "Settlement Agreement");
- B. Owner and Agencies agree and acknowledge that all of the obligations under the Settlement Agreement have been fully performed, subject to the terms and provisions hereof; and
- C. The Parties desire to terminate and release the Settlement Agreement of record.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies and Owner agree that the foregoing recitals are true and correct and incorporated herein by this reference and as follows:

1. Release and Termination. The Parties agree that the Settlement Agreement is hereby terminated and released of record; provided, however, that the following portions of Paragraphs 7(a) and (b) of the Settlement Agreement, which are incorporated herein by this reference, shall survive such termination and release and continue to be binding on the Parties:

- 7. Release.

a. By Owner. Owner hereby releases and discharges County and NDOT, together with their past, present and future officials, employees, agents, attorneys, consultants, representatives, and their successors, heirs and assigns, from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities and obligations, liens, costs, fees, and expenses of any nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated, which Owner now holds, or has at any time heretofore owned or held, by reason of any manner, cause or thing whatsoever existing as of the date hereof or at any time prior hereto relating to or arising from the County Contract, the State Contract, or the Project or any part thereof.

b. By NDOT. NDOT hereby releases and discharges Owner, together with its past, present and future partners, officers, directors, shareholders, employees, agents, attorneys, consultants, representatives and affiliates, and their successors, heirs and assigns, from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities and obligations, liens, costs and expenses of any nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated, which NDOT now holds, or has at any time heretofore owned or held, or may at any time hereafter own or hold, by reason of any manner, cause or thing whatsoever existing as of the date hereof or at any time prior hereto relating to or arising from the County Contract, the State Contract, or the Project or any part thereof.

2. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

3. Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Recording. The Parties shall cause this Agreement to be recorded in the Office of the Clark County, Nevada Recorder.

6. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be reasonably necessary to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

IN WITNESS WHEREOF, County and NDOT have executed this Agreement on the date first above written.

CLARK COUNTY, NEVADA

\_\_\_\_\_  
STEVE SISOLAK  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

APPROVED AS TO LEGALITY AND FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA acting by and through its Department of Transportation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGALITY AND FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF CLARK                 )

This instrument was acknowledged before me on \_\_\_\_\_, 2018 by  
\_\_\_\_\_ as the \_\_\_\_\_ of STATE OF NEVADA  
acting by and through its Department of Transportation.

(Seal, if applicable)

\_\_\_\_\_  
(Signature of Notarial Officer)

IN WITNESS WHEREOF, Owner has executed this Agreement on the date first above written.

CLARK COUNTY STADIUM AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF CLARK                )

This instrument was acknowledged before me on \_\_\_\_\_, 2018 by  
\_\_\_\_\_ as the \_\_\_\_\_ of CLARK COUNTY  
STADIUM AUTHORITY.

(Seal, if applicable)

\_\_\_\_\_  
(Signature of Notarial Officer)



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**WITNESSETH:**

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions set forth herein, OWNER, COUNTY and NDOT agree as follows:

1. Construction of Sewer Line. Subject to the provisions set forth below, COUNTY shall enter into an agreement with Clark County Sanitation District ("DISTRICT") for the construction of a twenty-four inch (24") sanitary sewer line in the right-of-way of Industrial Road between Oquendo Road and Hacienda Avenue (the "Sewer Line"). The construction of the Sewer Line shall comply with all requirements of the DISTRICT and shall be in accordance with the Industrial Road sewer plans approved by the DISTRICT on May 23, 1993 (the "Sewer Plans"). Upon completion of construction, the Sewer Line shall be fully operable and connected to the Clark County sanitary sewer system maintained by the DISTRICT. Upon execution of this Agreement by COUNTY, OWNER shall deliver the Sewer Plans to DISTRICT, and shall assign non-exclusive rights for said Sewer Plans to the DISTRICT.

\$  
DID THIS HAPPEN?

2. Bid Process and Allocation of Cost.

a. Within forty-five (45) days from the date hereof, DISTRICT will advertise for the construction of the Sewer Line from responsible qualified contractors in accordance with applicable law. Each bid will include separate bids for an eight inch (8") sewer line (the "Eight Inch Line") and a twenty-four inch sewer line (the "Twenty-Four Inch Line").

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b. Promptly after receipt of the bids, DISTRICT

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may enter into a contract with the contractor (the "Contractor") approved by the DISTRICT for the construction of the Sewer Line (the "Construction Contract").

c. Within fifteen (15) days after receipt by NDOT of COUNTY's billing, NDOT shall reimburse COUNTY the lesser of: (i) an amount equal to the lowest bid for the Eight Inch Line plus \$20,000.00 for engineering costs and fees incurred by OWNER; or (ii) \$300,000.00 (the "Reimbursement"). COUNTY and NDOT will amend the State Contract to reflect NDOT's responsibility to make the Reimbursement.

d. Within fifteen (15) days after receipt of the Reimbursement, COUNTY shall pay to DISTRICT an amount equal to the Reimbursement; provided, however, if the lowest bid for the Eight Inch Line is less than \$300,000.00, COUNTY shall remit to OWNER a sum equal to the lesser of (i) the difference between the lowest bid for the Eight Inch Line and \$300,000.00 or (ii) \$20,000.00 and the balance of the Reimbursement shall be remitted to DISTRICT.

3. Option to Proceed With 8" Line. If DISTRICT declines or refuses to enter into an agreement with COUNTY for the construction of the Sewer Line, OWNER, at its option and with approval from the DISTRICT and in accordance with the Sewer Plans approved by DISTRICT, may elect to construct the Eight Inch Line. In the event OWNER elects to construct the Eight Inch Line, OWNER shall be reimbursed for the cost thereof by COUNTY and NDOT; provided, however, the amount of such reimbursement shall not exceed the lesser of (i) an amount equal to the cost of the Eight



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Inch Line plus \$20,000.00; or (ii) \$300,000.00

4. Easements and Entry Rights. OWNER will grant all temporary construction easements required for the completion of the Project and construction of the Sewer Line at no cost to the DISTRICT, COUNTY or NDOT.

5. Widening of Industrial Road. Industrial Road will be widened by COUNTY to a four lane facility between Oquendo Road and Hacienda Avenue to COUNTY's minimum standards for arterial roadway construction once the Sewer Line is completed. It is understood that the scope of work is to include only those items necessary to construct the basic road section as shown in the attached copies of change order numbers 07 and 07A to Contract No. 2493 (the "Change Orders"). Funding for this work will be obtained from the COUNTY's contribution to the I-15 Russell Road Interchange project. Widening work will be performed under a separate contract awarded and administered by the COUNTY. Prior to bid, the plans will be submitted to NDOT for approval. COUNTY will invoice NDOT for the costs incurred by COUNTY for construction within the limits of the scope of work shown on the Change Orders. COUNTY and NDOT will amend the State Contract to reflect this responsibility for the widening. Widening of Industrial Road from Oquendo Road to ±600 feet south of Hacienda Avenue shall be completed promptly after completion of the Sewer Line. Widening of the remainder of Industrial Road to Hacienda Avenue shall be completed no later than at the time the Hacienda Avenue/I-15 Bridge is completed. NDOT will have no other responsibility for construction of Industrial

Road other than the funding and approval of plans stated herein.

6. Dispute Re Left Turn Access. The only remaining issue of the OWNER with respect to the scope of the project regards the left turn access lane. It is the contention of OWNER that COUNTY and/or NDOT are obligated under the terms of the County Contract and/or the State Contract to allow permanent left turn access to and from OWNER's property through the medians on Russell Road east of I-15 between I-15 and Las Vegas Boulevard South and west of I-15 between I-15 and Polaris Avenue ("Left Turn Access Issue"). NDOT disputes OWNER's contention and COUNTY, at this time, is considering its position. The parties expressly reserve all rights relating to the Left Turn Access Issue and agree that upon the execution of this Agreement the Left Turn Access Issue shall remain open and unresolved. Nothing in this Agreement shall be construed as a waiver or release of the claim, damages or contention of any party relating in any way to the Left Turn Access Issue.

7. Release.

a. By OWNER. OWNER hereby releases and discharges COUNTY and NDOT, together with their past, present and future officials, employees, agents, attorneys, consultants, representatives, and their successors, heirs and assigns, from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities and obligations, liens, costs, fees, and expenses of any nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or

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unanticipated, which OWNER now holds, or has at any time heretofore owned or held, by reason of any manner, cause or thing whatsoever existing as of the date hereof or at any time prior hereto relating to or arising from the County Contract, the State Contract, or the Project or any part thereof; provided, however, nothing in this Agreement shall relieve COUNTY or NDOT from any obligation contained in this Agreement and nothing in this Agreement shall constitute a waiver or release of any claims or rights in respect to the Left Turn Access Issue.

b. BY NDOT. NDOT hereby releases and discharges OWNER, together with its past, present and future partners, officers, directors, shareholders, employees, agents, attorneys, consultants, representatives and affiliates, and their successors, heirs and assigns, from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities and obligations, liens, costs and expenses of any nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated, which NDOT now holds, or has at any time heretofore owned or held, or may at any time hereafter own or hold, by reason of any manner, cause or thing whatsoever existing as of the date hereof or at any time prior hereto relating to or arising from the County Contract, the State Contract, or the Project or any part thereof; provided, however, nothing in this Agreement shall relieve OWNER from any obligation contained in this Agreement or constitute a waiver or release of any claims or rights in respect to the Left Turn Access Issue.

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8. Modification of Contract. Except as expressly modified by this Agreement, the County Contract and the State Contract shall remain in full force and effect.

9. Heirs and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, assigns, heirs, subsidiaries, parent companies and affiliates.

10. Amendments. This Agreement may not be amended or revised except by a writing executed by all of the parties hereto.

11. Severability. If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination becomes final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions or portions of this Agreement enforceable, and the Agreement as thus amended shall be enforced to give effect to the intention of the parties insofar as that is possible.

12. No Waiver. The failure of any party to insist, in any one or more instances, upon performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.

13. Nevada Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Nevada.



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and STATE all slope and drainage easements, and entry rights required for the completion of the project.

IN WITNESS WHEREOF, the undersigned shall be deemed to have executed this Agreement as of the date specified on page one hereof.

WESTSTATE LAND  
EUGENE MONKARSH

By [Signature]  
Its General Partner

CLARK COUNTY, NEVADA

By [Signature]  
Chairman, Board of County  
Commissioners

ATTEST:

LORETTA BOWMAN, County Clerk

By [Signature]

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

By [Signature]  
Garth F. Dull  
Director

RUSSELL I-15 PARTNERSHIP  
EUGENE MONKARSH

By [Signature]  
Its General Partner

APPROVED AS TO LEGALITY AND FORM:

REX BELL, District Attorney

By [Signature]  
CHRISTOPHER D. FUSINS  
Deputy District Attorney

APPROVED AS TO LEGALITY AND FORM:

By [Signature]  
BRIAN HUTCHINS  
Chief Counsel  
Department of Transportation

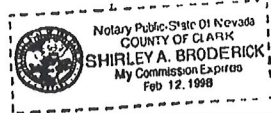
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State of Nevada  
County of Clark

This instrument was acknowledged before me on March 1, 1994, by  
JAY BINGHAM as Chairman of the Board of Commissioners for Clark  
County, on behalf Clark County, Nevada.

*Shirley A. Broderick*  
(Signature of Notarial officer)

(Seal, if any)



(Title and rank)

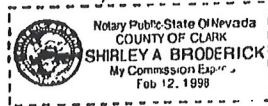
My commission expires: February 12, 1998

State of Nevada  
County of Clark

This instrument was acknowledged before me on March 1, 1994, by  
LORETTA BOWMAN as County Clerk of Clark County, on behalf Clark  
County, Nevada.

*Shirley A. Broderick*  
(Signature of Notarial officer)

(Seal, if any)



(Title and rank)

My commission expires: February 12, 1998

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State of Nevada  
County of Clark

This instrument was acknowledged before me on March 1, 1994, by  
GARTE DULL as Director of the Nevada Department of Transportation,  
on behalf of the State of Nevada.

Jan Christopherson  
(Signature of notarial officer)

(Seal, if any)



(Title and rank)

My commission expires: Aug. 12, 1994

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

no 5193

State of CALIFORNIA  
County of LOS ANGELES  
On 2/25/94 before me, Helen J. Miller Notary Public  
personally appeared Eugene Montarsh  
 personally known to me - OR -  proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Westshade Land

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

OPTIONAL SECTION  
TITLE OR TYPE OF DOCUMENT Settlement Agreement

NUMBER OF PAGES 11 DATE OF DOCUMENT \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



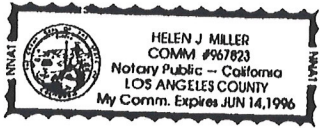
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No 5183

State of CALIFORNIA  
 County of LOS ANGELES

On 7/25/94 before me, Helen J. Miller, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared Eugene Montkarsh  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL
- CORPORATE OFFICER(S)

- TITLE(S)
- PARTNER(S)  LIMITED
  - ATTORNEY-IN-FACT  GENERAL

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(ES)  
Russell I-15 P-Strip

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

**OPTIONAL SECTION**

TITLE OR TYPE OF DOCUMENT Settlement Agreement

NUMBER OF PAGES 11 DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

CLARK COUNTY, NEVADA  
 JOAN L. SWIFT, RECORDER  
 RECORDED AT REQUEST OF:

RETURN TO COUNTY CLERK

CLERK CLARK COUNTY  
 04-06-94 16:27 CAR 12  
OFFICIAL RECORDS  
 BOOK: 940406 INST: 01548  
 FEE .00 RPTT. .00

- 12 -

COUNTY CLERK'S OFFICE  
 COMMISSION DIVISION  
 BRIDGER BUILDING, FIFTH FLOOR  
 LAS VEGAS, NEVADA 89101