

**THIRD AMENDMENT TO CLARK COUNTY  
MONORAIL FRANCHISE AGREEMENT  
GRANTED TO  
LAS VEGAS MONORAIL COMPANY**

THIS THIRD AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") dated this 1<sup>st</sup> day of November, 2005 ("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 non-profit corporation ("Franchisee").

**WITNESSETH:**

WHEREAS, the Franchisee is engaged in the business of designing, constructing, financing and operating a Monorail for public transportation in Clark County, Nevada; and

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes (NRS) to grant a franchise to install and operate a Monorail on County Rights-of-Way; and

WHEREAS, Chapter 5.04 of the Clark County Code provides for the issuance of Monorail franchises, and establishes the terms and conditions of Monorail franchise agreements, including amendments thereof; and

WHEREAS, the County and the MGM Grand-Bally's Monorail Limited Liability Company, as Franchisee, entered into a "Clark County Monorail Franchise Agreement" effective December 2, 1998 (the "Franchise Agreement"), as subsequently amended; and

WHEREAS, the Las Vegas Monorail Company acquired the MGM Grand—Bally's Monorail Limited Liability Company and succeeded to its rights as Franchisee under the Franchise Agreement; and

WHEREAS, Franchisee desires to assess the feasibility of extending the Monorail to areas beyond the existing monorail alignment, and desires a period of time to study the best and most suitable route for an extension; and

WHEREAS, because of the financial costs that will be incurred by the Franchisee to study the possible extension, the County and Franchisee desire to amend the Franchise Agreement to allow the Franchisee to study the extension of the Monorail to McCarran International Airport and the west side of Las Vegas Boulevard (the "Monorail Extension Study Area"), during which time period the Franchisee has the exclusive right to propose a Monorail in the Monorail Extension Study Area.

WHEREAS, the County believes that alternative transportation methods are important to meet transportation needs at the Airport and in the tourist corridor.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained in the Franchise Agreement and this Amendment, 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 in the following respect:

1. **Grant of Monorail Extension Study Area.** A new Section 7.3 is hereby added to the Franchise Agreement which reads as follows:

7.3 **Monorail Extension Study Area.** For a period of eighteen (18) months from the Effective Date of the Amendment, the County shall not grant another Monorail franchise within the Monorail Extension Study Area, as defined in Clark County Code Chapter 5.04, which area is described as follows:

Beginning from the east side of Interstate 15 proceeding east along the center line of Sahara Avenue to east side of intersection of Sahara Avenue and Maryland Parkway; turning south along the east side of Maryland Parkway to the south side of intersection of Maryland Parkway and Russell Road; turning east along the south side of Russell Road to the west side of intersection of Russell Road and Eastern Avenue; turning south along the west side of Eastern Avenue to the north side of the intersection of Eastern Avenue and Sunset Road; turning west along the north side of Sunset Road to the point at which Sunset Road would intersect the east side of Interstate 15; then proceeding north along the east side of Interstate 15 to the center line of Sahara Avenue.

The Monorail Extension Study Area is shown and depicted on the attached Exhibit A.

2. **No Approval of Route.** The County and Franchisee agree that this Amendment only designates an area where Franchisee intends to identify a potential Monorail route and nothing in this Amendment shall be construed as an approval of a specified route for any future Monorail expansion. With regard to any future application for extension of the Las Vegas Monorail system, Franchisee shall comply with Section 5.04.120(b) of the Clark County Code, the requirements of the Franchise Agreement, and all required Title 30 land use approvals. Nothing in this Amendment shall be construed as having conferred to Franchisee any right to such an extension or as having obligated the County to grant any such extension as a result of this Amendment. Franchisee shall conduct the study at its sole risk and expense.

3. **Effective Date.** This Amendment shall become effective upon the execution hereof by both parties.

4. **Confirmation of Franchise Agreement.** 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.

5. **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.

6. **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.

7. **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.

8. **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.

IN WITNESS WHEREOF the parties hereto have set their hands the date above written.

CLARK COUNTY  
BOARD OF COMMISSIONERS

By: 

Rory J. Reid, Chairman

ATTEST:

Shirley B. Parraguirre  
County Clerk

By: 

LAS VEGAS MONORAIL COMPANY

By: 

Curtis Myles, President and CEO

Exhibit "A"  
Study Area

