

AUTHORIZATION TO ENTER PROPERTY AGREEMENT

THIS AUTHORIZATION TO ENTER PROPERTY AGREEMENT (“Agreement”) is made and entered into by and between the City of Las Vegas, a municipal corporation of the County of Clark, State of Nevada, (“CITY”) and McDonald’s USA, LLC, a Delaware limited liability company (“COMPANY”), and its successors and assignees in accordance with the terms and conditions described herein. The City and the Company are individually or collectively referred herein as the “Party” or “Parties.”

RECITALS

WHEREAS, the COMPANY is the sole fee simple owner of Assessor’s Parcel Number 140-30-411-001 located at 3500 East Bonanza Road, Las Vegas, Nevada (“Property”).

WHEREAS, the CITY has requested permission to enter a portion of the Property in order to conduct certain improvements as part of the Pecos-Lamb Bus Turnout Project (“Project”). As part of the Project, the CITY has requested permission to enter upon a portion of the Property (“Premises”), shown on Exhibit A and attached hereto and incorporated herein, to perform roadway improvement work on a portion of the Property.

WHEREAS, this Agreement is to provide the CITY authorization to enter the Premises for the purposes described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. The COMPANY hereby grants the CITY, its employees, representatives, or agents, a nonexclusive license, to enter onto the Premises in order to perform the following activities:

(a) Walking, standing, constructing concrete formwork, operating machinery, and such other general construction work required to build the Project. Staging of material or storage of heavy equipment is specifically excluded from the Terms of this Agreement.

2. City shall complete its work within thirty (30) days from the date City or City's contractor enters upon the Property, unless extended by written agreement of the Parties. City agrees to complete its work and all other obligations under this Agreement by November 1, 2009, unless extended by written agreement of the Parties.

3. All work conducted shall be performed at the sole cost and expense of the CITY.

4. The COMPANY representatives shall have the right to be present and observe all work conducted by the CITY on the Premises. The CITY agrees to provide the COMPANY notice by fax communication a minimum of seven (7) days prior to entry upon the property. Fax notice shall be sent to:

Dustin Puliciani, Property Manager
5251 DTC Parkway Suite 300
Greenwood Village, Co 80111
Fax number: (303)-568-7583

5. The CITY shall be responsible for the operation, maintenance and repair of its equipment and facilities and any and all costs related thereto. The CITY promptly shall remove all trash and debris caused by the CITY's exercise of its rights under this Agreement. The CITY shall repair any defects thereto, immediately, or at such times when reasonably requested by the COMPANY.

7. Subject to the limitations of NRS 41.035, the CITY hereby agrees to protect, indemnify, and hold the Company, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Company, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Company, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act of the City or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with the CITY, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

8. The CITY agrees that throughout the duration of this Agreement to provide the COMPANY, its employees, customers, and the public with continual and uninterrupted access to the Property and that the CITY shall not use the Premises in a manner that unreasonably interferes with COMPANY operations. At no time shall any portion of any access drive to/from the Premises be blocked.

9. All work undertaken by the CITY shall be completed by qualified contractors. The CITY's contractors shall carry and maintain at a minimum, workmen's compensation and comprehensive public liability insurance policies, covering without limitation, all potential claims and liability as described in Section 7 above, in the following amounts:

General Liability:	\$1,000,000/occurrence	\$2,000,000/aggregate
Automobile Liability:	\$1,000,000/occurrence	\$2,000,000/aggregate

10. Upon completion of the Project, the CITY shall within thirty (30) day of completion of the Project, restore any affected portion of the Premises to the condition it existed prior to the conduct of the CITY's work. The COMPANY shall notify the CITY within five (5) business days if the restoration work is unacceptable. In the event the COMPANY fails to do so within said five (5) business day period, the COMPANY shall be deemed to have approved the CITY's restoration work. If the COMPANY reasonably objects to any portion of the restoration work within said five (5) business day period, then the CITY shall have fifteen (15) business days to cure such defects after receipt of the COMPANY's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, the CITY shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

11. The CITY's use of the Premises shall be subject to all Federal, State or municipal laws, rules, orders, regulations or requirements.

12. The CITY agrees to accept use of the Premises in its present condition and the COMPANY makes no warranty of the condition of the Premises now or in the future.

14. The undersigned parties hereby warrant and represent that all necessary actions to duly approve the execution, delivery, and performance of this Agreement have been taken and this Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.


15. Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses or such future addresses as may be designated in writing:

CITY:
City of Las Vegas
Right-of-Way Section
Attn: Nancy Almanzan
Right of Way Superintendent
731 S. 4th Street
Las Vegas, NV 89101

COMPANY:
Real Estate Manger
5251 DTC Parkway Suite 300
Greenwood Village, CO 80111
McDonald's USA, LLC
Attention: Director, US Legal
One McDonald's Plaza
Oak Brook IL 60523
LC: 027-0147

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective date set forth below.

CITY OF LAS VEGAS ("CITY")



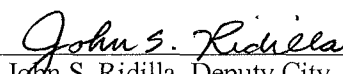
OSCAR B. GOODMAN, Mayor 7/29/09
Date

ATTEST:



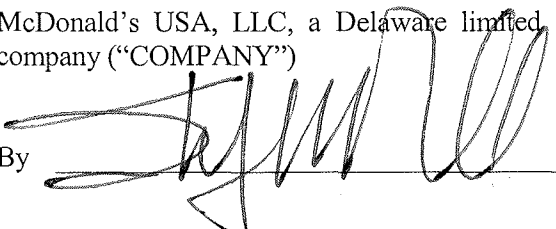
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:



John S. Ridilla, Deputy City Attorney 7/29/09
Date

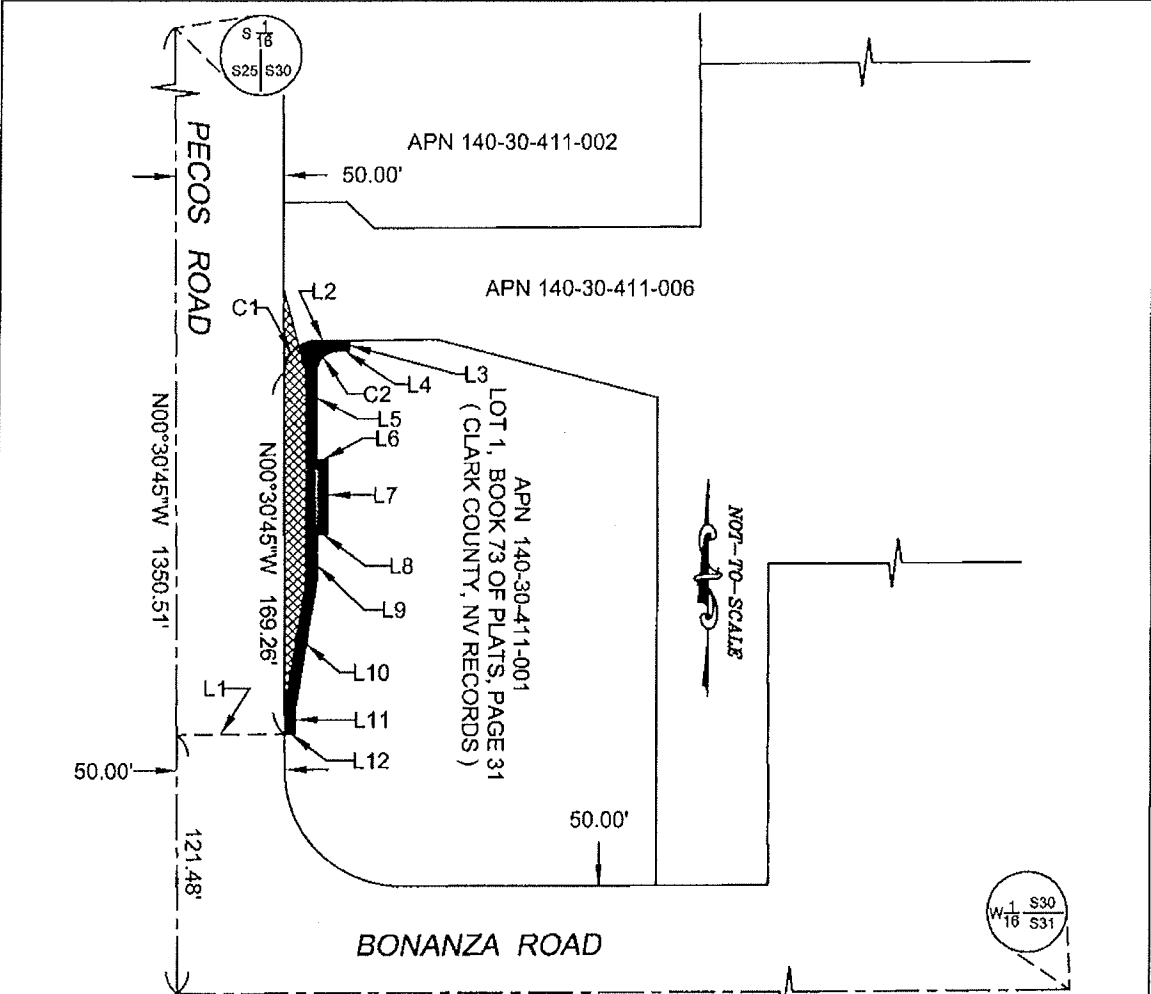
McDonald's USA, LLC, a Delaware limited liability company ("COMPANY")

By 

6/2/2009
Date

Address

ONE MCDONALD'S PLAZA
OAK BROOK, IL 60523



LINE TABLE

LINE #	BEARING	LENGTH
L 1	N89°29'15"E	50.00'
L 2	N89°29'15"E	15.00'
L 3	S00°30'45"E	5.00'
L 4	S89°29'15"W	5.00'
L 5	S00°30'45"E	40.65'
L 6	N89°29'15"E	5.00'
L 7	S00°30'45"E	35.00'
L 8	S89°29'15"W	5.00'
L 9	S00°30'45"E	21.29'
L 10	S08°54'00"W	61.15'
L 11	S00°30'45"E	12.00'
L 12	S89°29'15"W	5.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	15.00'	90°00'00"	23.56'
C 2	10.00'	90°00'00"	15.71'

LEGEND

RIGHT-OF-WAY BEING ACQUIRED

AUTHORIZATION TO ENTER PROPERTY

STREET CENTERLINE

MAP EXHIBIT - AUTHORIZATION TO ENTER PROPERTY
 APN 140-30-411-001
 SW 1/4, SW 1/4, SEC 30, T20S, R62E, M.D.M.

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING PLANNING DIVISION

