

APNs: 1318-27-001-007
1318-27-002-006

**Recorded Requested By and
When Recorded, Return To:**

Feldman Thiel LLP
P.O. Box 1309
Zephyr Cove, Nevada 89448

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT, (“**Agreement**”) is entered into this 21st day of July, 2020, by EDGEWOOD COMPANIES, a Nevada Corporation (“**EDGEWOOD**”), COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability company, doing business as MONTBLEU RESORT CASINO & SPA (“**MONTBLEU**”), and TAHOE DOUGLAS VISITORS AUTHORITY, a Nevada public agency (“**TDVA**”). EDGEWOOD, MONTBLEU and TDVA may be referred to herein, individually, as a “Party” or, collectively, as “Parties.”

RECITALS

- A. EDGEWOOD is the fee owner of that certain real property located at the corner of Lake Parkway and U.S. Highway 50 in Stateline, Douglas County, Nevada comprised of approximately 21.16 acres and commonly known as APN 1318-27-001-007 (the “**MontBleu Parcel**”).
- B. MONTBLEU is a tenant of EDGEWOOD, operates the MontBleu Resort Casino & Spa on the MontBleu Parcel, and is entitled to possession thereof.
- C. Pursuant to MontBleu Lease Amendment No. 5, MontBleu has agreed to allow Edgewood to grant temporary construction easements on the MontBleu Parcel to the extent necessary for access and staging during construction of the Tahoe South Events Center, and to allow for other construction activities on that Parcel which are related to that construction.
- D. EDGEWOOD is also the fee owner of that certain real property located on Lake Parkway in Stateline, Douglas County, Nevada comprised of approximately 15.68 acres and commonly known as APN 1318-27-002-006 (the “**Vacant Parcel**”).

E. TDVA is authorized by statute to, among other things, construct, maintain, operate and manage a multi-use event and convention center within the geographic region of Douglas County located within the Tahoe Basin.

F. TDVA has secured the necessary entitlements and approvals from the Tahoe Regional Planning Agency (“TRPA”) for the planning, construction and operation of the Tahoe South Events Center (“Events Center”), a publicly-owned assembly and entertainment facility located at the corner of Lake Parkway and U.S. Highway 50. (TRPA File No. ERSP 2017-1212.)

G. The Events Center consists of a new building consisting of two levels, an event floor level and a suites and offices level, with floor area of approximately 138,500 square feet. The building footprint is approximately 88,000 square feet and the approved building height is 85 feet. The design repurposes the space between the Events Center and MontBleu for use as an event lawn, public plaza and pedestrian paths connecting the Events Center with the adjacent streetscape. Streetscape improvements consist of a transit pull-off with shelters, sidewalks, landscaping and lighting consistent with the Main Street streetscape design and requires the placement of 615 linear feet of overhead utility lines to be placed underground. The Events Center also includes the relocation of new water and sewer lines, the installation of water filtration basins, the relocation of parking, the creation of a second entrance into the parking garage, and the lowering of the MontBleu service road.

H. EDGEWOOD has determined and MONTBLEU agrees that a temporary construction and access easement over portions of the MontBleu Parcel and the Vacant Parcel is reasonably necessary for the construction of the Events Center.

I. EDGEWOOD, MONTBLEU and TDVA desire to document their respective rights and obligations under this Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EDGEWOOD, MONTBLEU and TDVA covenant and agree as follows:

AGREEMENT

1. GRANT OF EASEMENT. EDGEWOOD hereby grants, declares, establishes and creates for the benefit of TDVA a temporary, non-exclusive easement over, under, along, across, and upon the portions of the MontBleu Parcel and the Vacant Parcel

depicted in **Exhibit 1** attached hereto and incorporated herein by reference (the “TCE Area”) for purposes of ingress and egress to and from the Events Center site and construction of the Events Center and related infrastructure and parking improvements (the “TCE”).

2. RESERVATION OF USE. MONTBLEU reserves the right to use the MontBleu Parcel for any purpose not inconsistent with the rights herein granted. During the Term of the TCE, TDVA agrees to provide MONTBLEU, its employees, contractors, customers, and the public with continual and uninterrupted access to the MontBleu Resort Casino & Spa. Further, TDVA agrees that MONTBLEU’s operations shall not be materially interrupted, disrupted, or otherwise impeded as a result of TDVA’s activities authorized herein.

3. TERM. This Agreement shall commence on July 21, 2020, provided the TCE has been fully executed, and shall expire upon TDVA’s completion of the Events Center as evidenced by final inspections and approvals from TRPA and Douglas County.

4. EXISTING RESTRICTIONS. This TCE is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for public utilities, whether or not of public record.

5. WAIVER OF WARRANTIES. Neither EDGEWOOD nor MONTBLEU warrants that the TCE Area is suitable for the purpose set forth herein, and TDVA hereby waives any express or implied warranty on the part of EDGEWOOD AND MONTBLEU. Neither EDGEWOOD nor MONTBLEU has knowledge of subsurface conditions or makes any representations as to soil types, existence of underground utilities, or any other latent conditions that may impact TDVA’s use of the property which is the subject of this TCE.

6. EVENTS CENTER PHASED CONSTRUCTION. Site development and project construction will occur in two distinct phases. Phase One includes installation of new water and sewer lines, water filtration basins, burying conduit for Events Center power, and parking and service road improvements as more specifically depicted on **Exhibit 2** attached hereto and incorporated herein by reference (“Phase One”). Phase One is anticipated to commence on or about July 9, 2020 and be completed by November 2020. Phase Two involves mass excavation for and construction of the Events Center building as depicted in **Exhibit 3** attached hereto and incorporated herein by reference (“Phase Two”). Phase Two is anticipated to commence in May 2021 and be completed in or around January 2023.

7. CONSTRUCTION RESPONSIBILITY. TDVA is solely responsible for the construction of the Events Center and all related utility and parking improvements TDVA has sole responsibility for the hiring and oversight of the general contractor hired to construct the improvements. TDVA, by acceptance of this TCE, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit or maintain said TCE during the Term of this TCE, that neither EDGEWOOD nor MONTBLEU shall be responsible for damages, loss of property, injuries or death, which may arise from or be incident to the use or occupation of the TCE Area by TDVA or its agents or contractors.

8. COMPLIANCE WITH LAW. TDVA shall comply and conduct its activities in accordance with all local, state and federal laws, regulations and rules. All construction, maintenance, operations, repairs, and other activities conducted by or on behalf of TDVA shall be performed in a good and workmanlike manner by individuals qualified and licensed to perform such activities.

9. INDEMNITY. TDVA, by acceptance of this TCE, shall indemnify, defend and hold harmless EDGEWOOD and MONTBLEU and their respective directors, officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' fees and costs, which arise out of, relate to or result from TDVA's use of the TCE for the Events Center, including construction costs, mechanics liens, reconstruction, operation, repair or maintenance of the improvements, or breach of its obligations under this Agreement, except to the extent any liability, claim, damage, loss, cost or expense is caused by EDGEWOOD's or MONTBLEU's negligence or willful misconduct. TDVA further agrees to indemnify and hold harmless EDGEWOOD AND MONTBLEU against any and all claims, demands, damages, costs, expenses, and legal fees, including the cost of defense, for any loss, injury, death or damage to persons or property, which at any time, is suffered or sustained by EDGEWOOD or MONTBLEU, their employees, the public, or any person whosoever may be using, occupying, visiting, or maintaining the property that is the subject of the TCE, or may be on or about the property that is the subject of the TCE, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission of, intentional act or misconduct of or breach of this Agreement by TDVA, its agents, servants, employees, invitees, or contractors.. In case of any action or proceeding brought against EDGEWOOD and/or MONTBLEU by reason of such a claim, upon notice from the EDGEWOOD and/or MONTBLEU, TDVA shall cover the cost to defend such action or proceeding. EDGEWOOD and/or MONTBLEU shall not be liable and TDVA waives and releases EDGEWOOD and/or MONTBLEU from all claims for damage to persons or property sustained by TDVA or its employees, agents, servants, invitees, contractors and customers resulting by reason of occupying or visiting the property that is the subject of the TCE and/or pertaining to any equipment or appurtenances being used. All property belonging to TDVA and any use of the TCE shall be at the risk of TDVA and neither EDGEWOOD

nor MONTBLEU shall be liable for damages to any such property or for theft or misappropriation thereof. Notwithstanding anything to the contrary in this Section, EDGEWOOD's, MONTBLEU's and TDVA's obligations hereunder do not extend to any claims, damages, losses and expenses arising out of or resulting from the negligence or willful misconduct of an Indemnitee.

10. LIENS. TDVA will pay for all work on the MontBleu and Vacant Parcel in time to prevent the imposition of any workman's or materialman's lien upon them, or, if a workman's or materialman's lien is imposed upon either or both because of a claim which TDVA is contesting, within sixty (60) days of the filing of such lien, TDVA will take such measures as provided by law to cause the discharge of the lien, including obtaining a bond therefor.

11. INSURANCE. TDVA's general contractor shall maintain commercial general liability insurance for the Term of this Agreement with liability limits of no less than Two Million Dollars (\$2,000,000), naming EDGEWOOD and MONTBLEU, their successors and assigns as additional insureds. TDVA shall cause its general contractor's Certificates of Insurance to be delivered to EDGEWOOD and MONTBLEU prior to TDVA's use of the TCE.

12. BINDING EFFECT. This Agreement shall be recorded in the real property records of Douglas County, Nevada, and as such shall be deemed a covenant running with the land or an equitable servitude, as the case may be, and shall be binding upon and inure to the benefit of the Parties to this Agreement, their respective heirs, executors, administrators, legal representatives, successors, and assigns, including the Events Center operator(s). MONTBLEU and EDGEWOOD consent to the recording of this Agreement and acknowledge the construction work to be done and temporary disruption to the onsite parking, pedestrian ingress and egress, and service access during the construction to the MontBleu Parcel.

13. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitations, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

14. COOPERATION. The Parties agree to work cooperatively to minimize disruptions to the construction activities and the business operations of MONTBLEU. The Parties shall, whenever and as often as reasonably requested to do so by the another Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be reasonably necessary, expedient or proper to carry out the intent and purposes of this Agreement, provided that the requesting

Party shall bear the cost and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

15. AUTHORIZED REPRESENTATIVE. Each individual signing on behalf of a Party to this TCE states that he or she is the duly authorized representative of the signing Party and that his or her signature on this TCE has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

16. CONSTRUCTION. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this document and had the opportunity to have its legal counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

17. NOTICE. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the Party to whom the notice is directed at the address of such party as follows:

To TVDA:

Carol Chaplin, Executive Director
Tahoe Douglas Visitors Authority
P.O. Box 5878
Stateline, Nevada 89449

with a copy to:

Lewis S. Feldman, Esq.
Feldman Thiel LLP
P.O. Box 1309
Zephyr Cove, Nevada 89448

To EDGEWOOD COMPANIES:

John McLaughlin, President and CEO
Edgewood Companies
P.O. Box 2249
Stateline, Nevada 89449

with a copy to:

Gordon DePaoli, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511

To COLUMBIA PROPERTIES TAHOE, LLC:

Edmund L. Quatmann, Jr.
Executive Vice President and Chief Legal Officer
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

with a copy to:

Timothy Tretton
Columbia Properties Tahoe LLC
dba Montbleu Resort Casino and Spa
550 US-50
Stateline, NV 89449

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Any Party may change its address by giving the other Parties written notice of its new address as herein provided.

18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

19. GOVERNING LAW AND VENUE. The validity and interpretation of this Agreement shall be governed by the laws of the State of Nevada without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the Ninth Judicial District, in and for Douglas County, State of Nevada.

20. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

21. DISPUTE RESOLUTION; PREVAILING PARTY. The Parties will attempt to settle any claim or controversy arising out of this Agreement or the subject matter thereof through consulting and negotiating in good faith in a spirit of mutual cooperation. If the Parties to the dispute (the "Dispute Parties") fail to resolve the dispute within sixty (60) days and do not mutually agree to extend the time for negotiation, then the dispute will be referred to and finally resolved by arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association as such Rules may be modified by this Agreement, by one arbitrator, who will be agreed upon by the Dispute Parties. If the Dispute Parties are unable to agree upon a single arbitrator within thirty (30) days following the date arbitration is demanded, three (3) arbitrators will be used, one (1) selected by each side within ten (10) days after the conclusion of the thirty (30) day period and a third selected by the first two (2) within ten (10) days thereafter. Unless otherwise agreed by the Parties, all such arbitration proceedings will be held in Douglas County, Nevada. The award of the arbitrator(s) shall be the sole and exclusive remedy of the Parties. Judgment on the award rendered by the arbitrator(s) may be enforced in the court identified below as the exclusive venue, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator(s). The costs and expenses of the arbitration, but not the costs and expenses of the Parties, will be shared equally by the Parties. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitration award, or fails to comply with the arbitration award, the other Dispute Parties are entitled to costs, including reasonable attorneys' fees, for having to compel arbitration or defend or enforce the award. Judgment on the award granted in any arbitration hereunder may be entered in any court having jurisdiction over the award. The Parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge and jury except as expressly provided herein. Nothing in this Section 20 will prevent a party from resorting to judicial proceedings if (i) interim relief from a court is necessary to prevent serious and irreparable injury to such party; or (ii) litigation is required to be filed prior to the running of the applicable statute of limitations. The prevailing party in any legal action or other proceeding brought in connection with this TCE shall be entitled to recover reasonable attorney fees and costs.

22. ATTORNEYS' FEES. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party(ies) shall be entitled to recover actual attorneys' fees which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees to be awarded shall be made to fully

reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

24. GOOD FAITH. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.


25. WAIVER. The waiver of a breach of any provision of this Agreement by any Party shall not be deemed to be a waiver of any proceeding or subsequent breach under the Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. ENTIRE AGREEMENT AND AMENDMENT. This Agreement contains the entire understanding and agreement of the Parties as to the subject matter of this Agreement. The Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK / SIGNATURE PAGES
TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement as of the date first above written.


EDGEWOOD COMPANIES,
a Nevada Corporation

By: 
Name: JOHN McLAUGHLIN
Its: PRESIDENT & CEO

COLUMBIA TAHOE PROPERTIES,
LLC, a Nevada Limited Liability Company

By: _____
Name: _____
Its: _____

**TAHOE DOUGLAS VISITORS
AUTHORITY,** a Nevada Public Agency

By: 
Name: CAROL CHAPLIN
Its: PRES/CEO

Signed in counterparts

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement as of the date first above written.

EDGEWOOD COMPANIES,
a Nevada Corporation

By: _____

Name: _____

Its: _____

Properties Tahoe
COLUMBIA TAHOE PROPERTIES,
LLC, a Nevada Limited Liability
Company

By: *[Signature]* _____

Name: Edmund L. Quatmann, Jr.

Its: Executive Vice President, Chief Legal Officer
and Secretary

**TAHOE DOUGLAS VISITORS
AUTHORITY,** a Nevada Public Agency

By: _____

Name: _____

Its: _____

Signed in counterparts

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

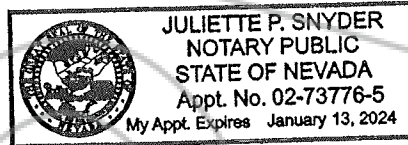
STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on July 21, 2020 (date), by John McLaughlin (name of person) as President and CEO (type of authority) of EDGEWOOD COMPANIES, a Nevada corporation.

Juliette P. Snyder
Notary Public

[SEAL]



STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____ (date), by _____ (name of person) as _____ (type of authority) of COLUMBIA TAHOE PROPERTIES, LLC, a Nevada limited liability company.

Notary Public

[SEAL]

Signed in counterparts

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____ (date), by
_____ (name of person) as _____
_____ (type of authority) of EDGEWOOD COMPANIES, a
Nevada corporation.

Notary Public

[SEAL]

Signed in counterparts

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on July 21, 2020 (date), by
Edmund L. Quatmann, Jr. (name of person) as EVP, CLO and SEC
PROPERTIES, LLC, a Nevada limited liability company. (type of authority) of COLUMBIA TAHOE
Tahoe Properties

[Signature]

Notary Public

[SEAL] MARGO D. MARCOTTE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-2130-2 - Expires May 15, 2023

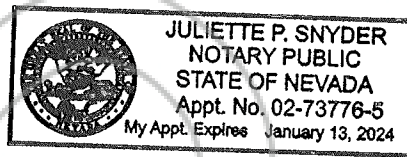
STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on July 24, 2020 (date), by Carol Chaplin (name of person) as President and CEO (type of authority) of TAHOE DOUGLAS VISITORS AUTHORITY, a Nevada public agency.

Juliette P. Snyder
Notary Public

[SEAL]



[END]

Signed in counterparts

COPY

EXHIBIT 1

Perkins & Will
Nevada, Inc.

15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

CONSULTANTS

ARCHITECT
14150 Dunes Road, Suite 100
Las Vegas, NV 89138
702.734.2200
perkinswill.com

MECHANICAL/ELECTRICAL/PLUMBING
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

STRUCTURAL
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

LANDSCAPE ARCHITECTURE
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

TRAFFIC ENGINEERING
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

SOILS
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

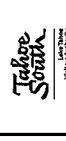
GEOTECHNICAL ENGINEERING
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

ENVIRONMENTAL ENGINEERING
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

CONSTRUCTION MANAGEMENT
15150 E. Flamingo Ave. Suite 200
Las Vegas, NV 89119
702.734.2200
perkinswill.com

PROJECT

Tahoe South Event Center
55 US-50
Stateline, Nevada 89449

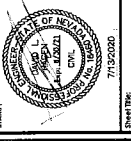


Tahoe-Douglas Visitor's Authority
168 Highway 50 / PO Box 5878
Stateline, Nevada 89449

Job Number	27190
Client	DOUGLAS CO.
Project	DE #2D-0019
Drawn By	
Checked By	
Date	

DOUGLAS CO.
DE #2D-0019

CONSTRUCTION DRAWINGS

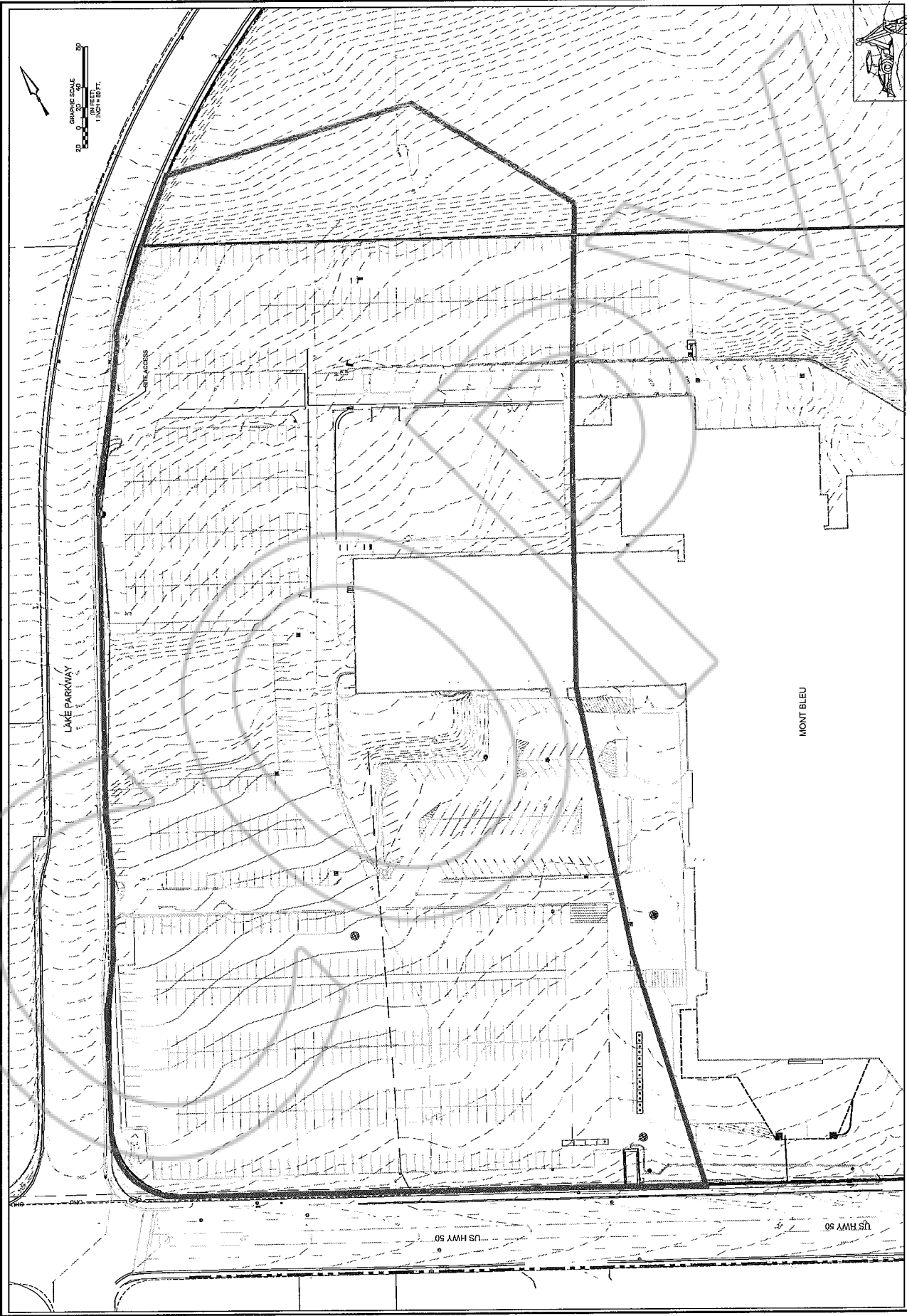


7/13/2020

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

Project: EVENT CENTER
Drawn By: BAUM/PTB
Checked By: DJL
Scale: AS NOTED
Date: 7/13/2020
Sheet Number:

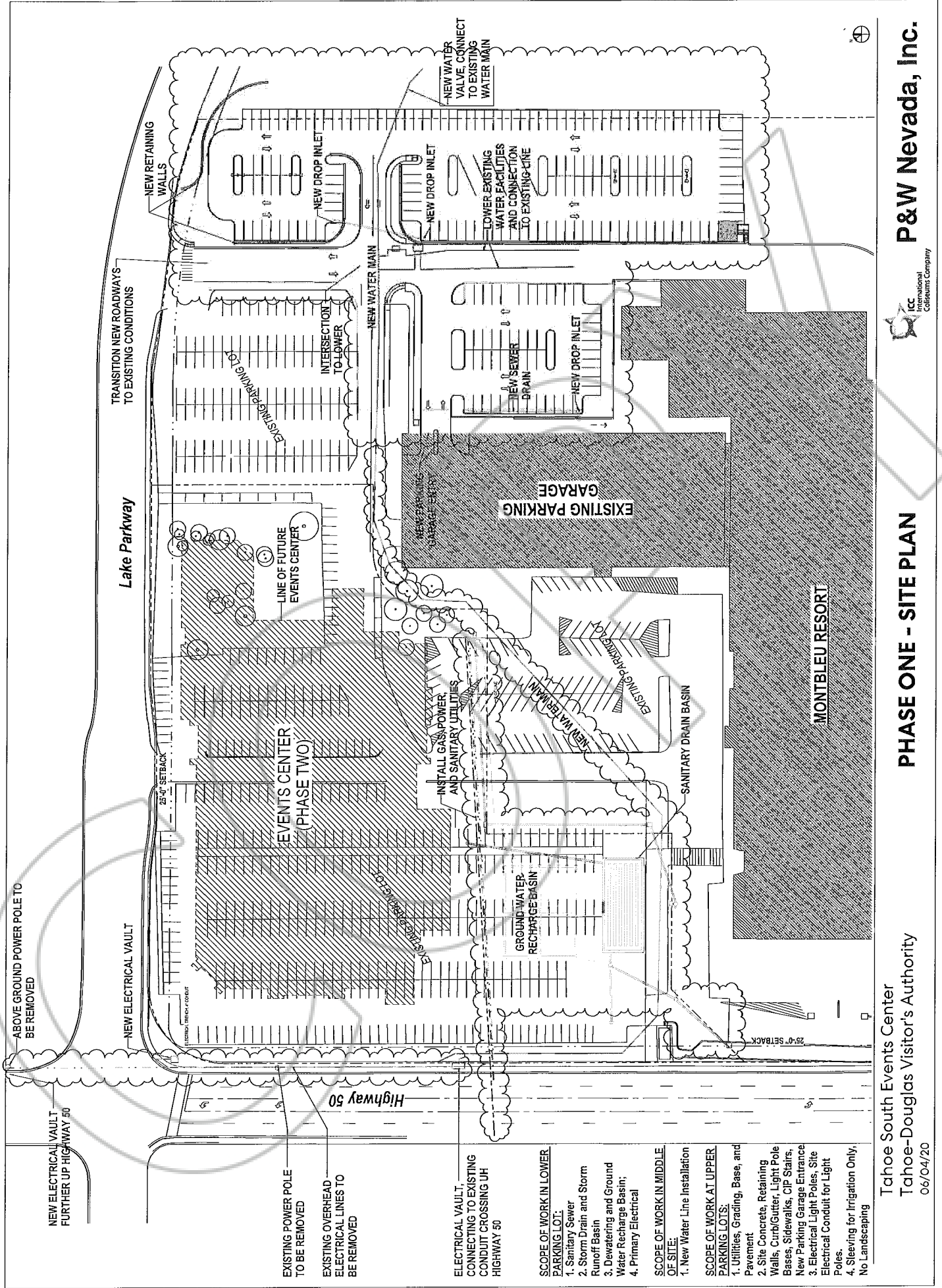
1 of 1



FOR MORE INFORMATION, PLEASE CALL 702.734.2200

COPY

EXHIBIT 2



ABOVE GROUND POWER POLE TO BE REMOVED

NEW ELECTRICAL VAULT FURTHER UP HIGHWAY 50

NEW ELECTRICAL VAULT

Lake Parkway

TRANSITION NEW ROADWAYS TO EXISTING CONDITIONS

EXISTING POWER POLE TO BE REMOVED

EXISTING OVERHEAD ELECTRICAL LINES TO BE REMOVED

ELECTRICAL VAULT CONNECTING TO EXISTING CONDUIT CROSSING UH HIGHWAY 50

SCOPE OF WORK IN LOWER PARKING LOT:

1. Sanitary Sewer
2. Storm Drain and Storm Runoff Basin
3. Dewatering and Ground Water Recharge Basin;
4. Primary Electrical

SCOPE OF WORK IN MIDDLE OF SITE:

1. New Water Line Installation

SCOPE OF WORK AT UPPER PARKING LOTS:

1. Utilities, Grading, Base, and Pavement
2. Site Concrete, Retaining Walls, Curb/Gutter, Light Pole Bases, Sidewalks, CIP Stairs, New Parking Garage Entrance
3. Electrical Light Poles, Site Electrical Conduit for Light Poles
4. Sleeving for Irrigation Only, No Landscaping

Tahoe South Events Center
Tahoe-Douglas Visitor's Authority
06/04/20

PHASE ONE - SITE PLAN



P&W Nevada, Inc.

COPY

EXHIBIT 3

TAHOE SOUTH EVENTS CENTER

TAHOE DOUGLAS VISITORS AUTHORITY
 Stataline, Nevada 89449

APN 1318-27-002-006
 APN 1318-27-001-007

TRPA PERMIT ACKNOWLEDGEMENT

ISSUED: JANUARY 17, 2018
 REVISED: OCTOBER 9, 2019
 REVISED: JANUARY 2, 2020
 REVISED: JULY 6, 2020 (TRPA ACKNOWLEDGEMENT)

Property Owner:
 EDGEWOOD COMPANIES
 PO Box 2249
 Lake Tahoe, NV 89449
 Tel: (775) 588-5900

Project Applicant:
 TAHOE-DOUGLAS VISITORS AUTHORITY
 169 US Highway 50
 Stataline, NV 89449
 Tel: (775) 588-5900

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Sheet: Sheet Title
 No. No.

GENERAL INFORMATION:
 G0-0 Cover Sheet

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- G1-01 Design Criteria
- G2-00 Erosion Control
- G3-00 Erosion Control
- G3-01 Sealing Coverage (Resilient Process)
- L1-00 Site Plan
- L2-00 Proposed Coverage Plan
- L3-00 Tree Removal and Protection Plan
- L4-00 Circulation Diagram
- L4-01 Circulation Diagram-Emergency Services
- L5-00 Snow Management Plan
- L7-00 Planting Plan

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- A10-10 Overall Floor Plan - Event Level
- A10-20 Overall Floor Plan - Suite Level
- A10-30 Overall Floor Plan - Roof Assembly Types
- A20-01 Overall Exterior Elevations
- A20-02 Overall Exterior Elevations
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- A21-01 Overall Building Sections

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- E70-00 Electrical Schedule
- E70-20 Exterior Lighting Elevations
- E70-21 Exterior Lighting Elevations

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- C1-01 Site Plan, Ownership and Easements
- C1-2 Overall BMP Plan
- C1-4 BMP Plan Details
- C2-00 Demolition Plan
- C3-00 Overall Site / Grading Plan
- C4-0 Overall Utility Grading Plan
- C4-1 - C4-6 Water Main Plan and Profile
- C4-7 Water Main and Box/Vault Lowering
- C4-8 - C4-10 Sanitary Sewer / Plan and Profile
- C4-11 - C4-12 Fire Hydrant Plan and Profile
- C4-13 Building Water Connection Plan and Profile
- C4-14 - C4-20 Storm Drain Plan and Profile
- C4-21 - C4-23 Storm Drain Plan and Profile Event Center
- D1-1 Standard Details
- D2.1 - D-2.2 Standard Details Storm Drain
- D2.3 Yard Drain Details
- D2.4 Catch Details
- D2.1 - D2.3 Standard Details Water
- D5-1 Standard Details Sanitary Sewer
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- D5.3 - D5.4 Striping and ADA Details
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- D0T1 Notes, Legend and Abbreviations
- D0T2 Runoff Control Plan
- D0T3 Horizontal Control Plan
- D0T5 - D0T7 Grading Details
- E4-1 NV Energy Electrical Design
- E4-2 NV Energy Electrical Design
- F1-0 NV Fire and Emergency Access Exhibit

LAND USE ATTORNEY:

FELDMAN THIEL LLP
 PO Box 1309
 178 US Highway 50, Suite B
 Zephyr Cove, NV 89448
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LANDSCAPE ARCHITECT:

DESIGNWORKSHOP
 PO Box 5666
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 Stataline, NV 89449
 Tel: (775) 588-5929

ARCHITECT:

SINK COMBS DETHLEFS
 475 Lincoln Street, Suite 100
 Denver, CO 80203
 Tel: (303) 303-0200

CIVIL ENGINEER:

WELSH HAGEN ASSOCIATES
 250 S Rock Boulevard, Suite 118
 Reno, NV 89502
 Tel: (775) 853-7776

GEOTECHNICAL ENGINEER:

BLACK EAGLE CONSULTING, INC.
 1345 Capital Boulevard, Suite A
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 Tel: (775) 359-6600

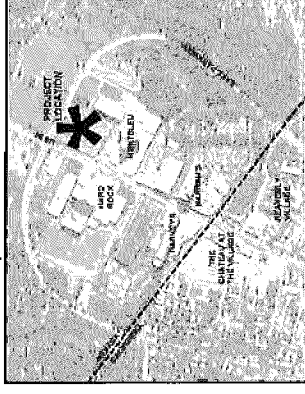
SOILS HYDROLOGIST:

MCGINLEY & ASSOCIATES, INC.
 815 Maestro Drive
 Reno, NV 89511
 Tel: (775) 829-2245

PLRM:

NORTHWEST HYDRAULIC CONSULTANTS
 3351 Lake Tahoe Blvd., Suite 4
 South Lake Tahoe, CA 96150
 Tel: (530) 544-3788

Location Map



Project Description:
 The proposed Tahoe South Events Center (Events Center) will be a publicly owned assembly event and entertainment venue located in Stataline, Douglas County, Nevada. The project area consists of two properties (APNs: 1318-27-002-006 and 1318-27-001-007) owned by Edgewood Companies, APN: 1318-27-001-007 is currently the site of the Montbleau Resort Casino and Spa and APN: 1318-27-002-006 is an adjacent undeveloped parcel. The project applicant is the Tahoe Douglas Visitors Authority (TDVA). TDVA will be responsible for the planning, construction and eventual operation of the Events Center.

The proposed Events Center building consists of two levels: an event floor level and a suites and offices level. The building footprint is approximately 88,450 square feet and the total floor area is approximately 138,850 square feet. Overall seating capacity is approximately 6,000, which includes floor seating for a concert or performing arts event. On the ground level fixed, telescopic seating is arranged in a horseshoe pattern around the event floor with the event stage at one end. This ground level concourse also includes restrooms, concessions, ticketing, first aid and entry vestibules. Support and storage facilities are located at ground level and are directly accessed via the exterior loading and service bays. The loading and service area is located behind the building and below Lake Parkway's elevation, screening it from view. The second level includes fixed loge seating, 13 suites, press boxes, spectator concourse, support facilities, meeting rooms, conference space, offices and restrooms.

The area surrounding the Events Center will be converted from surface parking into an event lawn, public plaza and pedestrian paths connecting the Events Center with the adjacent streetscape. A new transit pull-off with shelters will be located along U.S. Highway 50. The remaining surface parking and driveways will be redesigned to County standards. The existing parking garage will be slightly modified to create a new ingress/egress that works with the overall site grading concept. Subsurface waterquality treatment facilities will capture runoff from the building and paved areas for treatment prior to being discharged to the Stataline Stormwater Treatment System.