

## **AGREEMENT AND GRANT OF EASEMENT FOR PEDESTRIAN ACCESS**

This **AGREEMENT AND GRANT OF EASEMENT FOR PEDESTRIAN ACCESS** (this "Agreement") is made this 6th day of September 2022, by and between **ACE A PROPCO LLC, a Delaware limited liability company** and **63SLVB PROPCO LLC, a Delaware limited liability company**, ("Grantor"), and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada ("Grantee"), pursuant to the terms and conditions set forth below.

### **RECITALS**

**WHEREAS**, Grantor is the owner of the property commonly known as the CITY CENTER AMD, generally located at 3730 South Las Vegas Boulevard, Las Vegas, Nevada, Assessor's Parcel Number(s), 162-20-711-008 & 162-20-711-016, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

**WHEREAS**, Grantor desires to grant to Grantee a permanent easement for the operation, use, maintenance, construction, reconstruction, repair and modification of sidewalks and related appurtenances, along with the right of public pedestrian access for passage, ingress and egress on, over, under and through Grantor's property legally described in Exhibit "A" attached hereto and by this reference incorporated herein (referred to as "Easement" and/or "Easement Area")(sidewalks and related appurtenances are included in the Easement Area); and

**WHEREAS**, Grantee desires to accept the Easement subject to the terms and conditions herein.

**NOW THEREFORE**, in acknowledgement that the foregoing is necessary, and for valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto agree as follows:

### **EASEMENT**

1. Grantor, for good and valuable consideration, receipt of which is acknowledged, does hereby grant unto Grantee, its successors and assigns, the Easement for the operation, use, maintenance, construction, reconstruction, repair and modification of sidewalks and related appurtenances, along with the right of public pedestrian access for passage, ingress and egress on, over, under and through the Easement Area. Grantor retains rights incident to private ownership with respect to the Easement and Easement Area other than the rights conveyed pursuant to the grant set forth in this Agreement.

2. Grantor, at its sole cost and expense, and at no cost or expense to Grantee, shall maintain the Easement Area. Grantor, its successors and assigns, shall not impede, restrict, disrupt or interfere in any way with pedestrian access for pedestrian passage,

ingress and egress of the Easement Area. No obstruction, including, but not limited to, landscaping, signs, carts, kiosks, stands, advertising or any object shall be placed in, on, across or over the Easement Area. Grantor shall not conduct or authorize any commercial activity, business, sales or solicitation which would in any way interfere, impede and/or restrict the use of the Easement Area whatsoever, including, but not limited to, carts, kiosks, signs, queuing of customers, advertising and stands.

3. Grantor shall be responsible for the operation, use, repairs, reconstruction, construction, replacement and maintenance, including, but not limited to, custodial services of the Easement Area. Grantee will not be responsible for any operation, repair, reconstruction, construction, replacement or maintenance costs. All such reconstruction, construction, maintenance, replacements, repairs and custodial services must be approved by Grantee and performed in a manner acceptable to Grantee. Additionally, all operation, use, repairs, reconstruction, construction, replacement and maintenance must be in compliance with all applicable laws, including but not limited to the Americans with Disability Act requirements, statutes, codes, ordinances, rules, standards, permits, approvals conditions and regulations of the Grantee, State of Nevada and the United States. Further, all operation, use, repairs, reconstruction, construction, replacement and maintenance must be performed in such a manner such as to pose no risk of danger to persons or property.

In the event that Grantor does not perform the maintenance, operation, repairs and/or custodial services of the Easement Area, or other necessary work such as construction, reconstruction, replacement or modifications, in a manner acceptable to Grantee, as solely determined by Grantee, Grantee may, after providing Grantor with an opportunity to cure (except for an emergency) within ten (10) days after receipt of notice from Grantee, or a longer period of time as determined by the Clark County Director of Public Works, at its option, perform the necessary work and Grantor will be responsible for all costs and expenses incurred by Grantee. In the event Grantee performs the work, Grantor shall pay Grantee all costs and expenses within thirty (30) days after receipt of invoice.

4. Grantor understands and agrees that in the event that Grantee performs repairs, reconstruction, construction, replacement, maintenance, modifications or custodial services, as set forth above, in any part of the Easement Area, any non-standard improvements located in the Easement Area, may be replaced with standard improvements.

5. The Easement Area shall, at all times, have a minimum width consistent with adjacent public sidewalks, but no less than that necessary for a level of service value of "C" or better.

6. The Easement Area shall provide a sidewalk alignment free of site obstructions.

7. Grantor agrees that it shall not block, close, interfere, impede or compromise the Easement Area and the safety of the pedestrians, except that Grantor may temporarily

block or close the Easement Area as necessary to fulfill its obligations under Section 3 above. During any such blockage or closure, Grantor must provide an alternative route for pedestrian access, passage, ingress or egress acceptable to the County. A temporary blockage or closure must not exceed 24 hours except with the permission of the County. The alternative route is hereby incorporated into this Agreement and is subject to all terms and conditions of this Agreement, including, without limitation, Section 10.

8. Subject to Section 7, above, Grantor agrees that the Easement Area must at all times be open to the public.

9. Grantor reserves all rights with respect to the Easement and Easement Area, except as otherwise set forth in this Agreement.

10. Grantor and its successors in interest, on behalf of themselves and their officers, agents, contractors, subcontractors, lessees, sublessees, representatives, employees, consultants, engineers, architects and other persons and entities hired, employed, used, or retained by the Grantor, (collectively, the "Grantor Representatives"), shall absolve, indemnify, defend and hold harmless Grantee and its officers, agents, employees, and volunteers, and the Las Vegas Metropolitan Police Department ("LVMPD", its officers, agents, employees and volunteers, collectively the "Indemnified Parties") against and from any and all liability, fines, loss, damage, claims, demands, lawsuits, judgments, actions, litigation, costs, and expenses of whatever nature, whether false, groundless, or fraudulent, whether legal or equitable, including court costs, expert witness fees and reasonable attorney's fees, and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property, when such injury, death, loss, destruction, claim or damage is due to or arising from or as a result of or are in any way connected to:

- (a) Negligence, breach of contract, violation of civil rights, constitutional rights, or other liability or any other action related to this Agreement, Easement and/or Easement Area or any action, inaction or omission by Grantor and/or Grantor Representatives;
- (b) Loss of business and/or impairment or denial of access to any properties, entities or persons resulting from the design, location, operation, use, construction, reconstruction, repair, modification, replacement, maintenance related to this Agreement, Easement and/or Easement Area;
- (c) Negligence, misconduct, omission to act, or intentional act of Grantor and/or Grantor Representatives with respect to the design, location, operation, use, construction, reconstruction, repair, modification, replacement, maintenance related to this Agreement, Easement and/or Easement Area;

- (d) This Agreement, Easement, Easement Area and any Grantee decisions related thereto.

At its option, Grantee and/or LVMPD may elect to hire an attorney and/or attorneys to defend itself, its officers, directors, employees and agents from any of the items set forth above, including but not limited to claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If Grantee and/or LVMPD exercises this option, Grantor agrees that Grantor shall remain subject to all indemnification obligations set forth above in this Section 10, including, without limitation, paying all reasonable attorney's fees and such other costs and/or expenses as required by Grantee and/or LVMPD in the handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above; provided, however, that Grantee and/or LVMPD and its defense counsel shall not have the right to compromise or settle any such claims, causes of action, suits or arbitration in any manner which would obligate the Grantor for the payment of money without Grantor's prior approval. The Grantor agrees, within thirty (30) calendar days of receipt of billing(s) from Grantee and/or LVMPD, to pay all reasonable attorneys fees incurred by Grantee and/or LVMPD in defense of such claims or other legal actions in addition to those items listed above.

This Section survives termination of this Agreement.

Grantor's Representatives will not be required to absolve, indemnify, defend and hold harmless the Indemnified Parties for intentional or negligent acts caused solely by an Indemnified Party.

11. Grantor hereby agrees not to sue Grantee, agrees it has no recourse against Grantee, and waives any and all claims, causes of action, delays, damages, loss, demands, costs and expenses of whatever nature, on whatever date they may occur or are incurred, it may have, assert, or incur against Grantee arising out of or in connection with this Agreement, the Easement, the Easement Area, and any decisions and/or actions relating to any remedial actions, including but not limited to construction and maintenance, taken by Grantee on the Easement and/or the Easement Area.

12. Grantor agrees to name Grantee, its officers, agents, employees and volunteers, as additional insureds on its personal liability for property damage and bodily injury insurance policies with respect to the Easement Area and this Agreement.

13. This Agreement will be recorded in the office of the County Recorder for Clark County and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, Grantor and Grantee, and the respective heirs, successors, successors in interest and assigns, or anyone claiming under them as owners of the land described in Exhibit "A" and shall constitute covenants running with the land for the benefit and binding upon the land described as Grantor's property.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first herein written.

**ATTEST:**

**COUNTY OF CLARK, A** political  
subdivision of the State of Nevada

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

BY: \_\_\_\_\_  
RANDALL J. TARR  
Deputy County Manager

**APPROVED AS TO FORM:**  
STEVEN WOLFSON  
Clark County District Attorney

BY:   
\_\_\_\_\_  
LAURA C. REHFELDT,  
DEPUTY DISTRICT ATTORNEY

[signatures appear on the following page]

ACE A PROPCO LLC, a Delaware limited liability company.

Brian Kaufman  
BY: BRIAN KAUFMAN  
AS: MANAGING DIRECTOR AND VICE PRESIDENT  
STATE OF ~~NEVADA~~ <sup>NEW YORK (kp)</sup>  
COUNTY OF ~~CLARK~~ <sup>SUFFOLK SS) (kp)</sup>

Keisha Peters  
Notary Public - State of New York  
No. 01PE6330967  
Qualified In Suffolk  
My Commission Expires 9/28/2023

On this 12<sup>th</sup> day of May, 2012, before me, a Notary Public, personally appeared BRIAN KAUFMAN, who is the MANAGING DIRECTOR AND VICE PRESIDENT of the ACE A PROPCO LLC, a Delaware limited liability company, personally known (or proved) to me to be the person who executed the above instrument on behalf of said company, and acknowledged to me that he executed the same for the purposes therein stated.

Keisha Peters  
Notary Public

Brett Torino  
63SLVB PROPCO LLC, a Delaware limited liability company.

BY: BRETT TORINO  
AS: MANAGER

STATE OF NEVADA)  
SS)  
COUNTY OF CLARK)

On this 25 day of May, 2012, before me, a Notary Public, personally appeared BRETT TORINO, who is the MANAGER of the 63SLVB PROPCO LLC, a Delaware limited liability company, personally known (or proved) to me to be the person who executed the above instrument on behalf of said company, and acknowledged to me that he executed the same for the purposes therein stated.



Lori A. Morales  
Notary Public

EXHIBIT "A"  
CITYCENTER  
PROJECT 63 - BLOCK "C"  
PEDESTRIAN ACCESS EASEMENT

THIS LEGAL DESCRIPTION DESCRIBES A THREE-DIMENSIONAL PUBLIC PEDESTRIAN ACCESS EASEMENT FOR PEDESTRIAN WALKWAYS AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF. THE LOWER VERTICAL LIMITS OF THE EASEMENT ARE DEFINED AS THE FINISHED SURFACE INCLUDING THE LIMITS OF THE SUBSTRATUM OF THE PEDESTRIAN WALKWAY, WITH AN APPROXIMATE FINISH SURFACE ELEVATION OF 2115.93 AT THE POINT OF BEGINNING, VARYING ELEVATION CHANGES ALONG THE WALKWAY, AND AN APPROXIMATE FINISH SURFACE ELEVATION OF 2120.00 AT POINT "A". THE UPPER VERTICAL LIMITS OF THE EASEMENT ARE DEFINED AS 10 FEET ABOVE THE FINISHED SURFACE, EXCEPTING THEREFROM ANY AREA WITHIN THE FACE OF BUILDINGS THAT MAY ENCROACH WITHIN THE DESCRIBED EASEMENT AREA. SAID EASEMENT IS LOCATED ABOVE OR BELOW BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS WITH SUFFICIENT SEPARATION TO ALLOW THE FULL USE OF SAID EASEMENT FOR ITS INTENDED PURPOSE. NOTE: ELEVATIONS ARE DESIGN ELEVATIONS BASED ON THE CIVIL ENGINEERING PLANS FOR CITY CENTER BY LOCHSA ENGINEERING AND THE PROJECT BENCHMARK: CLARK COUNTY BENCHMARK CCVC BM 7C11 21NWS.

BEING A PORTION OF LOT 1 AS SHOWN BY THAT MAP ON FILE IN BOOK 140, PAGE 40 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTHERLY LINE THEREOF, SOUTH 89°00'39" EAST, A DISTANCE OF 1661.35 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°59'21" EAST, A DISTANCE OF 363.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 05°45'12" EAST, A DISTANCE OF 10.00 FEET TO A POINT OF A NON-TANGENT CURVE HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°45'12" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 86°37'40", AN ARC DISTANCE OF 45.36 FEET TO THE BEGINNING OF A NON-TANGENT REVERSING CURVE HAVING A RADIUS OF 90.10 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 86°50'45" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 76°58'09", AN ARC DISTANCE OF 121.04 FEET; THENCE SOUTH 73°48'54" EAST, A DISTANCE OF 11.68 FEET; THENCE SOUTH 69°57'35" EAST, A DISTANCE OF 108.61 FEET; THENCE NORTH 20°02'25" EAST, A DISTANCE OF 0.37 FEET; THENCE SOUTH 69°57'35"



EAST, A DISTANCE OF 49.38 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 62.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 89°58'14", AN ARC DISTANCE OF 97.36 FEET; THENCE NORTH 20°04'11" EAST, A DISTANCE OF 15.58 FEET; THENCE NORTH 01°23'54" EAST, A DISTANCE OF 14.58 FEET; THENCE NORTH 09°01'03" EAST, A DISTANCE OF 30.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 18.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 80°48'24" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 74°53'23", AN ARC DISTANCE OF 23.53 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°55'01" EAST; THENCE ALONG SAID CURVE TO THE LEFT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 25°50'32", AN ARC DISTANCE OF 9.02 FEET; THENCE NORTH 58°14'27" EAST, A DISTANCE OF 11.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 176.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 38°37'49" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 75°02'41", AN ARC DISTANCE OF 231.18 FEET; THENCE SOUTH 38°19'22" EAST, A DISTANCE OF 4.02 FEET; THENCE SOUTH 58°17'28" EAST, A DISTANCE OF 8.02 FEET; THENCE SOUTH 13°17'40" EAST, A DISTANCE OF 9.85 FEET; THENCE SOUTH 23°24'35" EAST, A DISTANCE OF 18.43 FEET; THENCE SOUTH 31°39'13" EAST, A DISTANCE OF 9.07 FEET; THENCE SOUTH 57°35'37" EAST, A DISTANCE OF 19.32 FEET; THENCE SOUTH 06°13'38" EAST, A DISTANCE OF 10.55 FEET; THENCE SOUTH 02°06'18" WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 09°47'58" WEST, A DISTANCE OF 9.66 FEET; THENCE SOUTH 16°20'36" EAST, A DISTANCE OF 21.47 FEET; THENCE SOUTH 31°08'18" EAST, A DISTANCE OF 15.14 FEET; THENCE SOUTH 18°40'20" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 13°53'53" WEST, A DISTANCE OF 8.35 FEET; THENCE SOUTH 11°12'46" WEST, A DISTANCE OF 12.91 FEET; THENCE SOUTH 00°12'35" WEST, A DISTANCE OF 13.87 FEET; THENCE SOUTH 06°06'57" EAST, A DISTANCE OF 10.59 FEET; THENCE SOUTH 13°01'23" EAST, A DISTANCE OF 8.06 FEET; THENCE SOUTH 19°26'42" WEST, A DISTANCE OF 8.03 FEET; THENCE SOUTH 14°33'22" WEST, A DISTANCE OF 4.84 FEET; THENCE SOUTH 20°31'53" EAST, A DISTANCE OF 8.45 FEET; THENCE SOUTH 13°45'31" WEST, A DISTANCE OF 15.07 FEET; THENCE SOUTH 04°37'38" EAST, A DISTANCE OF 35.23 FEET; THENCE SOUTH 03°35'02" EAST, A DISTANCE OF 49.39 FEET; THENCE SOUTH 05°02'39" WEST, A DISTANCE OF 8.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 71.09 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°15'23" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 36°19'21", AN ARC DISTANCE OF 45.07 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 7.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°56'02" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 103°53'27", AN ARC DISTANCE OF 13.60 FEET; THENCE SOUTH 19°49'29" EAST, A DISTANCE OF 40.40 FEET TO THE BEGINNING OF TANGENT CURVE HAVING A RADIUS OF 124.72 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHEASTERLY THROUGH A CENTRAL

ANGLE OF  $27^{\circ}44'30''$ , AN ARC DISTANCE OF 60.39 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 18.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $42^{\circ}26'01''$  EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF  $77^{\circ}47'54''$ , AN ARC DISTANCE OF 24.44 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 146.15 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $59^{\circ}46'06''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF  $29^{\circ}47'27''$ , AN ARC DISTANCE OF 75.99 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 146.12 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $89^{\circ}33'31''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF  $04^{\circ}07'25''$ , AN ARC DISTANCE OF 10.52 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUNDING CURVE HAVING A RADIUS OF 149.67 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $84^{\circ}48'57''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF  $22^{\circ}04'36''$ , AN ARC DISTANCE OF 57.67 FEET; THENCE SOUTH  $07^{\circ}42'08''$  WEST, A DISTANCE OF 49.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 124.98 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $69^{\circ}49'09''$  EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF  $06^{\circ}09'32''$ , AN ARC DISTANCE OF 13.43 FEET TO THE BEGINNING OF A NON-TANGENT REVERSING CURVE HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $88^{\circ}11'57''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF  $05^{\circ}04'50''$ , AN ARC DISTANCE OF 6.21 FEET; THENCE SOUTH  $02^{\circ}20'03''$  EAST, A DISTANCE OF 75.84 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 15.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF  $04^{\circ}00'54''$ , AN ARC DISTANCE OF 1.05 FEET; THENCE NORTH  $88^{\circ}19'09''$  WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH  $02^{\circ}20'03''$  WEST, A DISTANCE OF 75.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $83^{\circ}32'22''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF  $07^{\circ}23'40''$ , AN ARC DISTANCE OF 10.97 FEET TO THE BEGINNING OF A NON-TANGENT REVERSING CURVE HAVING A RADIUS OF 109.98 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $61^{\circ}51'41''$  EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF  $07^{\circ}07'50''$ , AN ARC DISTANCE OF 13.69 FEET; THENCE NORTH  $07^{\circ}42'08''$  EAST, A DISTANCE OF 43.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 164.67 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $64^{\circ}25'06''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF  $20^{\circ}27'57''$ , AN ARC DISTANCE OF 58.82 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUNDING CURVE HAVING A RADIUS OF 161.12 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $86^{\circ}14'51''$  WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF  $04^{\circ}11'37''$ , AN ARC DISTANCE OF 11.79 FEET

TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 161.15 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 89°33'32" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 29°47'27", AN ARC DISTANCE OF 83.79 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 3.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 59°46'06" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 77°47'54", AN ARC DISTANCE OF 4.07 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 139.72 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 42°26'01" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27°44'30", AN ARC DISTANCE OF 67.65 FEET; THENCE NORTH 19°49'29" WEST, A DISTANCE OF 40.40 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 22.50 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 103°53'27", AN ARC DISTANCE OF 40.80 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 56.09 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°56'02" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 30°51'47", AN ARC DISTANCE OF 30.21 FEET; THENCE NORTH 03°35'02" WEST, A DISTANCE OF 49.25 FEET; THENCE NORTH 04°37'38" WEST, A DISTANCE OF 36.35 FEET; THENCE NORTH 07°32'49" EAST, A DISTANCE OF 3.43 FEET; THENCE NORTH 13°45'31" EAST, A DISTANCE OF 12.83 FEET; THENCE NORTH 76°14'29" WEST, A DISTANCE OF 5.30 FEET; THENCE NORTH 17°19'14" EAST, A DISTANCE OF 19.09 FEET; THENCE NORTH 13°01'23" WEST, A DISTANCE OF 4.92 FEET; THENCE NORTH 06°06'57" WEST, A DISTANCE OF 12.32 FEET; THENCE NORTH 00°12'35" EAST, A DISTANCE OF 16.14 FEET; THENCE NORTH 11°12'46" EAST, A DISTANCE OF 14.71 FEET; THENCE NORTH 13°53'53" EAST, A DISTANCE OF 9.33 FEET; THENCE NORTH 21°52'19" EAST, A DISTANCE OF 5.21 FEET; THENCE NORTH 31°09'02" WEST, A DISTANCE OF 12.26 FEET; THENCE NORTH 15°06'41" WEST, A DISTANCE OF 21.74 FEET; THENCE NORTH 30°44'00" WEST, A DISTANCE OF 20.30 FEET; THENCE NORTH 10°17'30" WEST, A DISTANCE OF 5.44 FEET; THENCE NORTH 22°48'06" WEST, A DISTANCE OF 5.46 FEET; THENCE NORTH 04°27'45" WEST, A DISTANCE OF 5.94 FEET; THENCE NORTH 31°39'13" WEST, A DISTANCE OF 10.15 FEET; THENCE NORTH 23°24'35" WEST, A DISTANCE OF 20.09 FEET; THENCE NORTH 51°58'07" WEST, A DISTANCE OF 3.05 FEET; THENCE NORTH 20°02'25" EAST, A DISTANCE OF 2.61 FEET; THENCE NORTH 13°17'40" WEST, A DISTANCE OF 10.10 FEET; THENCE NORTH 38°19'22" WEST, A DISTANCE OF 1.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 166.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 35°57'35" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 74°47'37", AN ARC DISTANCE OF 217.35 FEET; THENCE SOUTH 58°14'27" WEST, A DISTANCE OF 12.40 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 25°50'32", AN ARC DISTANCE OF 13.53 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 8.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°55'01"

WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT CONCAVE SOUTH  
EASTERLY THROUGH A CENTRAL ANGLE OF  $74^{\circ}53'23''$ , AN ARC DISTANCE OF 10.46 FEET;  
THENCE SOUTH  $09^{\circ}11'36''$  WEST, A DISTANCE OF 28.77 FEET; THENCE SOUTH  $01^{\circ}23'54''$   
WEST, A DISTANCE OF 15.09 FEET; THENCE SOUTH  $20^{\circ}04'11''$  WEST, A DISTANCE OF 18.30  
FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 72.00 FEET;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHWESTERLY  
THROUGH A CENTRAL ANGLE OF  $89^{\circ}58'14''$ , AN ARC DISTANCE OF 113.06 FEET; THENCE  
NORTH  $69^{\circ}57'35''$  WEST, A DISTANCE OF 49.02 FEET; THENCE NORTH  $69^{\circ}57'35''$  WEST, A  
DISTANCE OF 102.71 FEET; THENCE NORTH  $73^{\circ}48'54''$  WEST, A DISTANCE OF 16.93 FEET TO  
THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 100.10 FEET; THENCE  
ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCAVE NORTHEASTERLY THROUGH  
A CENTRAL ANGLE OF  $76^{\circ}55'32''$ , AN ARC DISTANCE OF 134.39 FEET TO THE BEGINNING  
OF A NON-TANGENT REVERSING CURVE HAVING A RADIUS OF 20.00 FEET, A RADIAL  
LINE TO SAID POINT BEARS SOUTH  $87^{\circ}47'15''$  EAST; THENCE ALONG THE ARC OF SAID  
CURVE TO THE LEFT CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF  
 $86^{\circ}27'33''$ , AN ARC DISTANCE OF 30.18 FEET TO THE POINT OF BEGINNING.

CONTAINS 19,700 SQUARE FEET, MORE OR LESS  
SEE EXHIBIT 'B' ATTACHED TO AND MADE BY REFERENCE A PART HEREOF.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY THAT PLAT ON FILE IN BOOK 140, PAGE 40 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

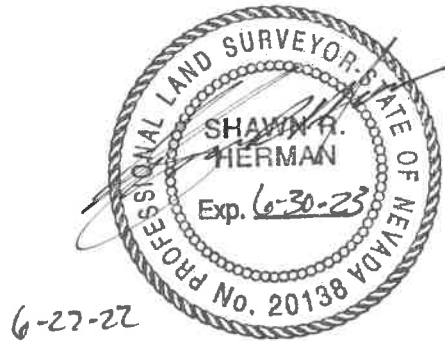
SAID LINE BEARS SOUTH 89°00'39" EAST.

**BENCHMARK**

CCVC BM 7C11 21NWS

BEING A RIVET AND SQUARE ALUMINUM PLATE IN TOP OF CURB, NORTHEAST CORNER OF FLAMINGO ROAD AND LAS VEGAS BOULEVARD NEAR THE OC OF FLAMINGO ROAD.  
ELEVATION: 2106.27 FEET / 641.993 METERS  
(NAVD '88 DATUM)

SHAWN R. HERMAN  
PROFESSIONAL LAND SURVEYOR  
NEVADA CERTIFICATE NO. 20138  
CERTIFICATE EXPIRES: JUNE 30, 2023  
LOCHSA ENGINEERING, LLC  
6345 SOUTH JONES BOULEVARD, SUITE 100  
LAS VEGAS, NEVADA 89118  
PHONE: 702-365-9312 FAX: 702-365-9317  
SHAWN@LOCHSA.COM



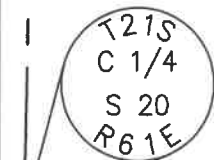
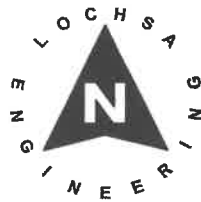
j:\survey\dwg\215054 proj 63 harmon tower\legals\215054 - block c pae.docx

APN: 162-20-711-016

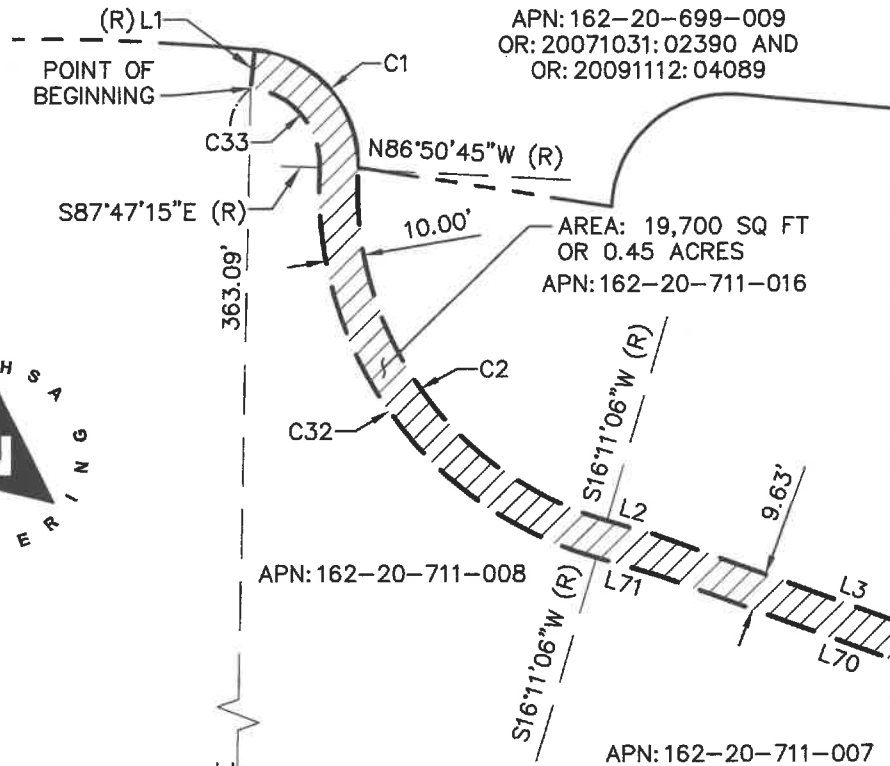
# EXHIBIT 'B'


## HARMON AVE.

APN: 162-20-699-009  
OR: 20071031: 02390 AND  
OR: 20091112: 04089



S 89°00'39" E 1661.35'  
POINT OF COMMENCEMENT



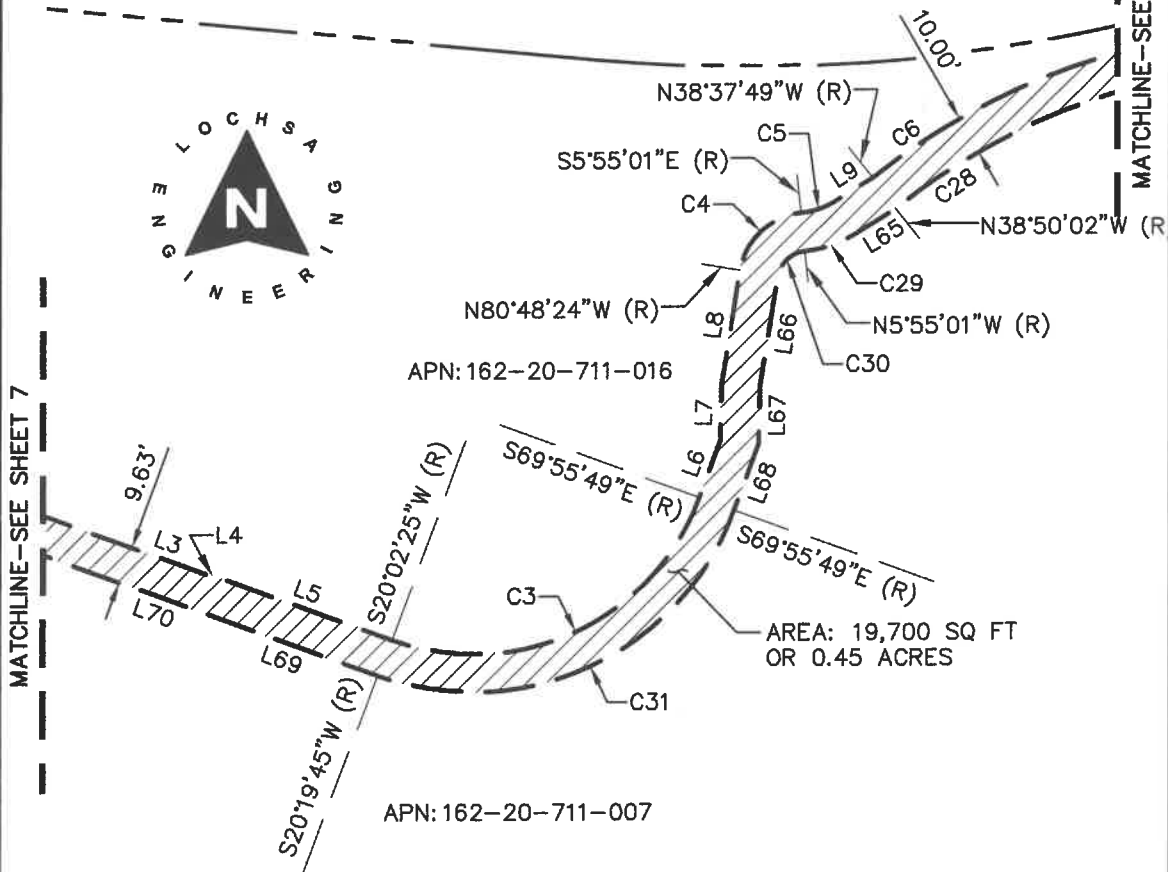
<b>LEGEND</b> FOUND MONUMENTATION		<b>FILE NAME:</b> NewPAE.dwg	
CENTER LINE _____		SECTION LINE _____	
ROW LINE _____		PROPERTY LINE _____	
EASEMENT LINE _____		ADJACENT PROPERTY LINE _____	
DRAWN BY: NID	SCALE: 1"=50'	<b>BLOCK C PEDESTRIAN ACCESS EASEMENT-7</b>	PROJECT No.: 201142
CHECKED BY: DS	DATE: 6/24/2021		SHEET No.
 6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317		<b>CITY CENTER</b>	<b>C1</b>
			SHEET 7 OF 15


APN: 162-20-711-016

# EXHIBIT 'B'

## HARMON AVE.

APN: 162-20-699-009  
OR: 20071031: 02390 AND  
OR: 20091112: 04089

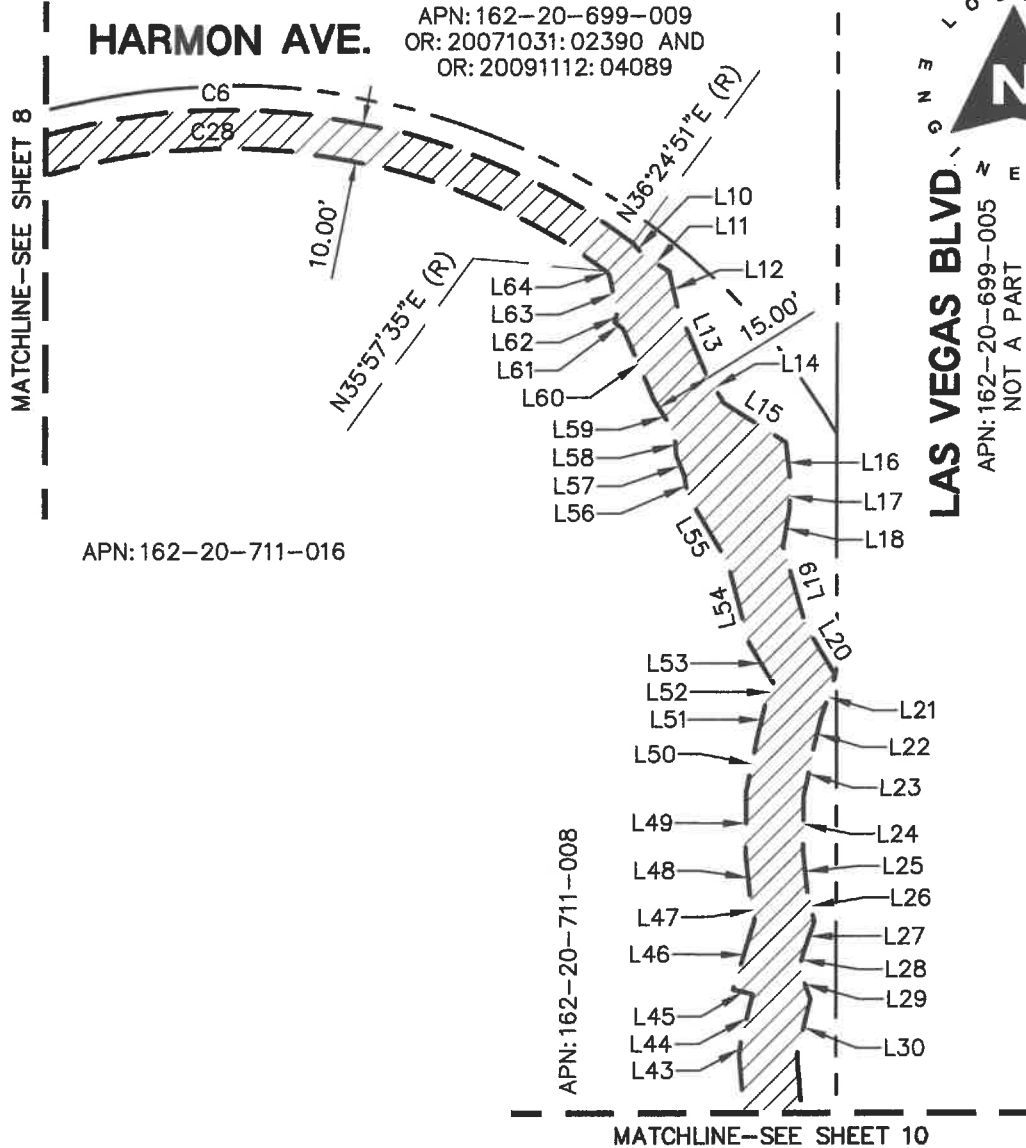


<b>LEGEND</b>		<b>FILE NAME:</b>	
FOUND MONUMENTATION		NewPAE.dwg	
CENTER LINE		SECTION LINE	
ROW LINE		PROPERTY LINE	
EASEMENT LINE		ADJACENT PROPERTY LINE	
DRAWN BY: NID	SCALE: 1"=50'	<b>BLOCK C</b> <b>PEDESTRIAN ACCESS</b> <b>EASEMENT-7</b>	
CHECKED BY: DS	DATE: 6/24/2021		
 6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317		PROJECT No.: 201142	
		SHEET No. <b>C1</b>	
CITY CENTER		SHEET <b>8</b> OF <b>15</b>	

APN: 162-20-711-008  
162-20-711-016

## EXHIBIT 'B'

APN: 162-20-699-009  
OR: 20071031: 02390 AND  
OR: 20091112: 04089



LOCHSA  
ENGINEERING  
N  
LAS VEGAS BLVD  
APN: 162-20-699-005  
NOT A PART

### LEGEND FOUND MONUMENTATION

CENTER LINE ———  
ROW LINE - - - - -  
EASEMENT LINE - - - - -



### FILE NAME:

NewPAE.dwg

SECTION LINE ———  
PROPERTY LINE - - - - -  
ADJACENT PROPERTY LINE: .....

DRAWN BY: NID SCALE: 1"=50'

CHECKED BY: DS DATE: 6/24/2021

**Lochsa**  
engineering

6345 South Jones Blvd. Suite 100  
Las Vegas, NV 89118  
Phone (702) 365-9312 - Fax (702) 365-9317

## BLOCK C PEDESTRIAN ACCESS EASEMENT-7

## CITY CENTER

PROJECT No.:

201142

SHEET No.

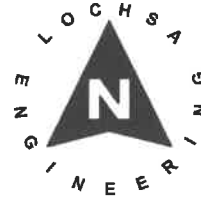
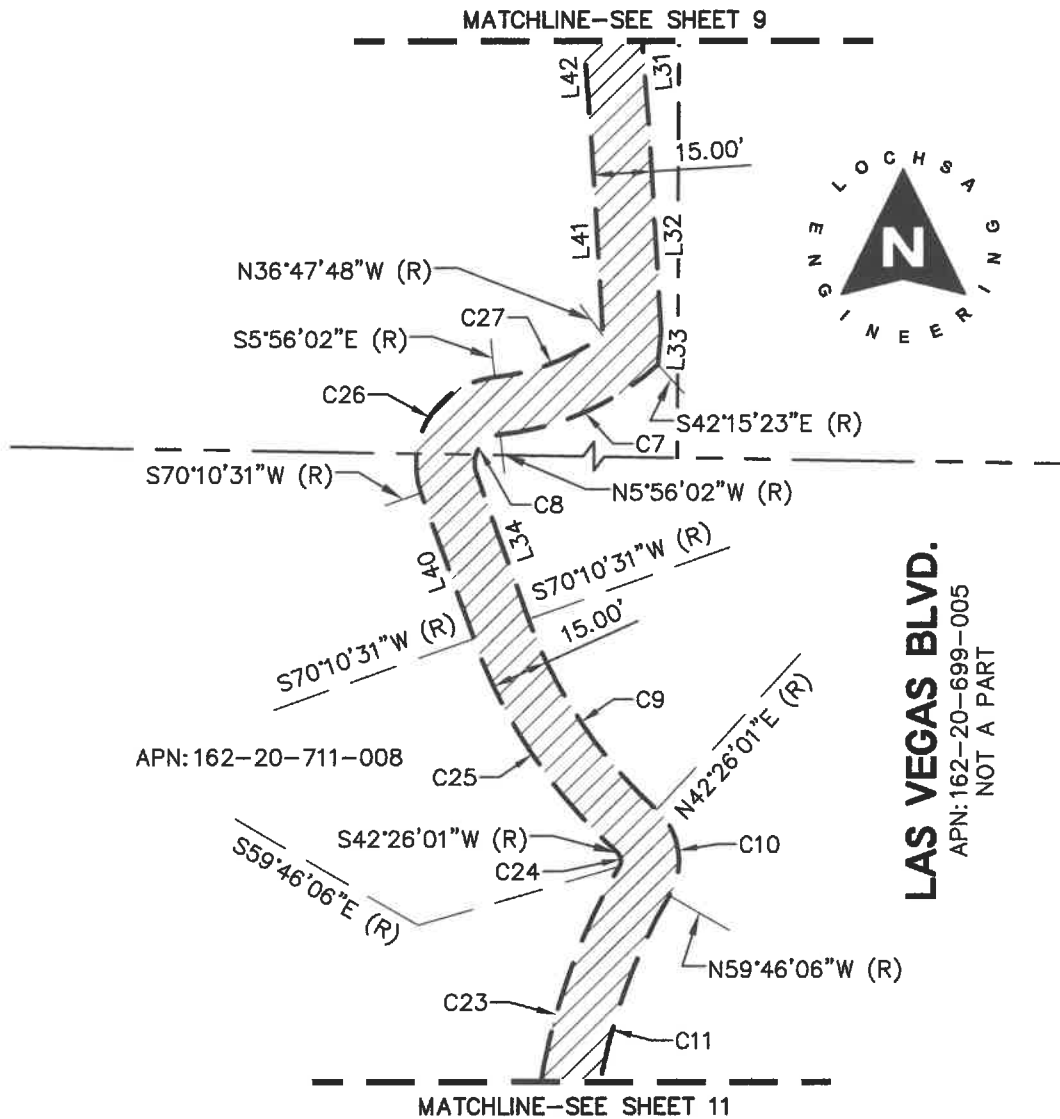
# C1

SHEET 9 OF 15



APN: 162-20-711-008

## EXHIBIT 'B'



**LAS VEGAS BLVD.**

APN: 162-20-699-005  
NOT A PART

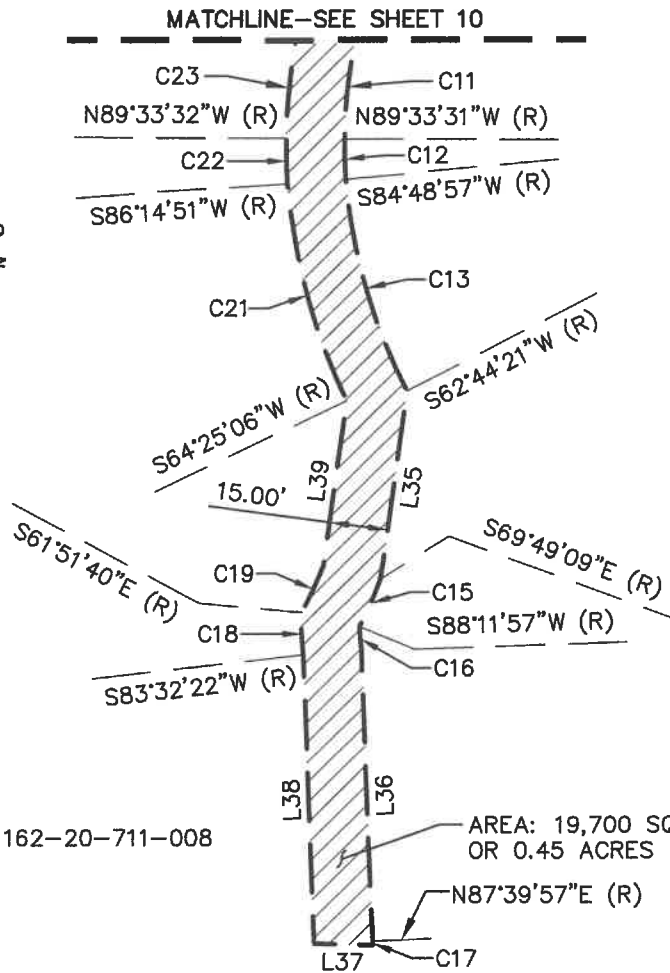
<b>LEGEND</b> FOUND MONUMENTATION CENTER LINE ROW LINE EASEMENT LINE	<b>FILE NAME:</b> NewPAE.dwg SECTION LINE PROPERTY LINE ADJACENT PROPERTY LINE
DRAWN BY: NID CHECKED BY: DS SCALE: 1"=50' DATE: 6/24/2021	<div> <div> <b>BLOCK C</b>  <b>PEDESTRIAN ACCESS</b>  <b>EASEMENT-7</b> </div> <div> <b>CITY CENTER</b> </div> </div> <div>         PROJECT No.: 201142          SHEET No. <b>C1</b>          SHEET 10 OF 15       </div>



6345 South Jones Blvd. Suite 100  
Las Vegas, NV 89118  
Phone (702) 365-9312 - Fax (702) 365-9317

APN: 162-20-711-008


# EXHIBIT 'B'



**LAS VEGAS BLVD.**

APN: 162-20-699-005  
NOT A PART

APN: 162-20-711-008


<b>LEGEND</b>		<b>FILE NAME:</b>	
FOUND MONUMENTATION		NewPAE.dwg	
CENTER LINE ————		SECTION LINE ————	
ROW LINE ————		PROPERTY LINE ————	
EASEMENT LINE ————		ADJACENT PROPERTY LINE: .....	
DRAWN BY: NID	SCALE: 1"=50'	<b>BLOCK C</b> <b>PEDESTRIAN ACCESS</b> <b>EASEMENT-7</b>	
CHECKED BY: DS	DATE: 6/24/2021		
 6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317		<b>CITY CENTER</b>	

APN: 162-20-711-008  
162-20-711-016

## EXHIBIT 'B'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.00'	N05°45'12"E
L2	11.68'	S73°48'54"E
L3	108.61'	S69°57'35"E
L4	0.37'	N20°02'25"E
L5	49.38'	S69°57'35"E
L6	15.58'	N20°04'11"E
L7	14.58'	N01°23'54"E
L8	30.13'	N09°01'03"E
L9	11.79'	N58°14'27"E
L10	4.02'	S38°19'22"E
L11	8.02'	S58°17'28"E
L12	9.85'	S13°17'40"E
L13	18.43'	S23°24'35"E
L14	9.07'	S31°39'13"E
L15	19.32'	S57°35'37"E
L16	10.55'	S06°13'38"E
L17	7.06'	S02°06'18"W
L18	9.66'	S09°47'58"W
L19	21.47'	S16°20'36"E
L20	15.14'	S31°08'18"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	11.82'	S18°40'20"W
L22	8.35'	S13°53'53"W
L23	12.91'	S11°12'46"W
L24	13.87'	S00°12'35"W
L25	10.59'	S06°06'57"E
L26	8.06'	S13°01'23"E
L27	8.03'	S19°26'42"W
L28	4.84'	S14°33'22"W
L29	8.45'	S20°31'53"E
L30	15.07'	S13°45'31"W
L31	35.23'	S04°37'38"E
L32	49.39'	S03°35'02"E
L33	8.67'	S05°02'39"W
L34	40.40'	S19°49'29"E
L35	49.40'	S07°42'08"W
L36	75.84'	S02°20'03"E
L37	15.00'	N88°19'09"W
L38	75.27'	N02°20'03"W
L39	43.11'	N07°42'08"E
L40	40.40'	N19°49'29"W


<b>LEGEND</b> FOUND MONUMENTATION		<b>FILE NAME:</b> NewPAE.dwg	
CENTER LINE _____		SECTION LINE _____	
ROW LINE _____		PROPERTY LINE _____	
EASEMENT LINE _____		ADJACENT PROPERTY LINE _____	
DRAWN BY: NID	SCALE: 1"=50'	<b>BLOCK C PEDESTRIAN ACCESS EASEMENT-7</b>	PROJECT No.: 201142
CHECKED BY: DS	DATE: 6/24/2021		SHEET No. <b>C1</b>
 <p>6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317</p>		<b>CITY CENTER</b>	<b>SHEET 12 OF 15</b>

APN: 162-20-711-008  
162-20-711-016

## EXHIBIT 'B'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	49.25'	N03°35'02"W
L42	36.35'	N04°37'38"W
L43	3.43'	N07°32'49"E
L44	12.83'	N13°45'31"E
L45	5.30'	N76°14'29"W
L46	19.09'	N17°19'14"E
L47	4.92'	N13°01'23"W
L48	12.32'	N06°06'57"W
L49	16.14'	N00°12'35"E
L50	14.71'	N11°12'46"E
L51	9.33'	N13°53'53"E
L52	5.21'	N21°52'19"E
L53	12.26'	N31°09'02"W
L54	21.74'	N15°06'41"W
L55	20.30'	N30°44'00"W
L56	5.44'	N10°17'30"W
L57	5.46'	N22°48'06"W
L58	5.94'	N04°27'45"W
L59	10.15'	N31°39'13"W
L60	20.09'	N23°24'35"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L61	3.05'	N51°58'07"W
L62	2.61'	N20°02'25"E
L63	10.10'	N13°17'40"W
L64	1.23'	N38°19'22"W
L65	12.40'	S58°14'27"W
L66	28.77'	S09°11'36"W
L67	15.09'	S01°23'54"W
L68	18.30'	S20°04'11"W
L69	49.02'	N69°57'35"W
L70	102.71'	N69°57'35"W
L71	16.93'	N73°48'54"W

<b>LEGEND</b> FOUND MONUMENTATION		<b>FILE NAME:</b> NewPAE.dwg	
CENTER LINE — — — — —		SECTION LINE — — — — —	
ROW LINE — — — — —		PROPERTY LINE — — — — —	
EASEMENT LINE — — — — —		ADJACENT PROPERTY LINE: .....	
DRAWN BY: NID	SCALE: 1"=50'	<b>BLOCK C</b> <b>PEDESTRIAN ACCESS</b> <b>EASEMENT-7</b>	PROJECT No.: 201142
CHECKED BY: DS	DATE: 6/24/2021		SHEET No. <b>C1</b>
 6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317		<b>CITY CENTER</b>	SHEET <b>13</b> OF <b>15</b>

APN: 162-20-711-008  
162-20-711-016

## EXHIBIT 'B'

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	45.36'	30.00'	086°37'40"	28.28'
C2	121.04'	90.10'	076°58'09"	71.63'
C3	97.36'	62.00'	089°58'14"	61.97'
C4	23.53'	18.00'	074°53'23"	13.78'
C5	9.02'	20.00'	025°50'32"	4.59'
C6	231.18'	176.50'	075°02'41"	135.54'
C7	45.07'	71.09'	036°19'21"	23.32'
C8	13.60'	7.50'	103°53'27"	9.58'
C9	60.39'	124.72'	027°44'30"	30.80'
C10	24.44'	18.00'	077°47'54"	14.52'
C11	75.99'	146.15'	029°47'27"	38.87'
C12	10.52'	146.12'	004°07'25"	5.26'
C13	57.67'	149.67'	022°04'36"	29.20'
C15	13.43'	124.98'	006°09'32"	6.72'
C16	6.21'	70.00'	005°04'50"	3.11'
C17	1.05'	15.00'	004°00'54"	0.53'
C18	10.97'	85.00'	007°23'40"	5.49'
C19	13.69'	109.98'	007°07'50"	6.85'
C21	58.82'	164.67'	020°27'57"	29.73'
C22	11.79'	161.12'	004°11'37"	5.90'

**LEGEND** FOUND MONUMENTATION



**FILE NAME:**

NewPAE.dwg

CENTER LINE ————

ROW LINE ————

EASEMENT LINE ————

SECTION LINE ————

PROPERTY LINE ————

ADJACENT PROPERTY LINE: .....

DRAWN BY: NID

SCALE: 1"=50'

CHECKED BY: DS

DATE: 6/24/2021

**BLOCK C  
PEDESTRIAN ACCESS  
EASEMENT-7**

**CITY CENTER**

PROJECT No.:

201142

SHEET No.

**C1**

SHEET **14** OF **15**



6345 South Jones Blvd. Suite 100  
Las Vegas, NV 89118  
Phone (702) 365-9312 - Fax (702) 365-9317

APN: 162-20-711-008  
162-20-711-016

## EXHIBIT 'B'

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C23	83.79'	161.15'	029°47'27"	42.86'
C24	4.07'	3.00'	077°47'54"	2.42'
C25	67.65'	139.72'	027°44'30"	34.50'
C26	40.80'	22.50'	103°53'27"	28.74'
C27	30.22'	56.09'	030°51'47"	15.48'
C28	217.35'	166.50'	074°47'37"	127.28'
C29	13.53'	30.00'	025°50'32"	6.88'
C30	10.46'	8.00'	074°53'23"	6.13'
C31	113.06'	72.00'	089°58'14"	71.96'
C32	134.39'	100.10'	076°55'32"	79.52'
C33	30.18'	20.00'	086°27'33"	18.80'

**LEGEND** FOUND MONUMENTATION



**FILE NAME:**

NewPAE.dwg

CENTER LINE ———

SECTION LINE ———

ROW LINE ———

PROPERTY LINE ———

EASEMENT LINE ———

ADJACENT PROPERTY LINE: .....

DRAWN BY: NID

SCALE: 1"=50'

CHECKED BY: DS

DATE: 6/24/2021

**BLOCK C  
PEDESTRIAN ACCESS  
EASEMENT-7**

PROJECT No.:

201142

SHEET No.

**C1**

SHEET **15** OF **15**

**Lochsa**  
engineering

6345 South Jones Blvd. Suite 100  
Las Vegas, NV 89118  
Phone (702) 365-9312 - Fax (702) 365-9317

**CITY CENTER**

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b> Ace A Propco LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 345 Park Ave.			<b>Website:</b> N/A			
<b>City, State and Zip Code:</b> New York, NY 10154			<b>POC Name:</b> Brian Kaufman			
			<b>Email:</b> Brian.Kaufman@blackstone.com			
<b>Telephone No:</b> 212-583-5000			<b>Fax No:</b> N/A			
<b>Nevada Local Street Address:</b> 3730 S. Las Vegas Blvd			<b>Website:</b> N/A			
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b> Las Vegas, NV 89158			<b>Local Fax No:</b> N/A			
<b>Local Telephone No:</b> N/A			<b>Local POC Name:</b> N/A			
			<b>Email:</b> N/A			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	N/A	N/A

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature  
 Managing Director and VP.  
 Title

Brian Kaufman  
 Print Name  
 5/12/2022  
 Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative



Ace Purchaser LLC, a Delaware limited liability company is the only entity with a greater than 5% direct interest in the Applicant.

### Officers

<b>Name</b>	<b>Office</b>
A.J. Agarwal	Senior Managing Director and Vice President
Kenneth A. Caplan	Senior Managing Director and President
Frank Cohen	Senior Managing Director and Vice President
Giovanni Cutaia	Senior Managing Director and Vice President
Robert Harper	Senior Managing Director and Vice President
Tyler Henritze	Senior Managing Director and Vice President
Brian Kim	Senior Managing Director and Vice President
Kathleen McCarthy	Senior Managing Director and Vice President
Nadeem Meghji	Senior Managing Director and Vice President
William J. Stein	Senior Managing Director and Vice President
Wesley LePatner	Senior Managing Director and Vice President
Jacob Werner	Senior Managing Director and Vice President
Michael Lascher	Senior Managing Director and Vice President
David Levine	Senior Managing Director and Vice President
Michael Wiebolt	Senior Managing Director and Vice President
Michael Anthony	Managing Director and Vice President
Doug Armer	Managing Director and Vice President
Anthony Beovich	Managing Director and Vice President
Ron Bernstein	Managing Director and Vice President
Byron Blount	Managing Director and Vice President
Andrea Drasites	Managing Director and Vice President
Chris Graham	Managing Director and Vice President
Mike Forman	Managing Director and Vice President
Adam Leslie	Managing Director and Vice President
Qahir Madhany	Managing Director and Vice President
Anthony F. Marone, Jr.	Managing Director and Vice President
T. Max O'Neill	Managing Director and Vice President
Melissa Pianko	Managing Director and Vice President
Paul Quinlan	Managing Director and Vice President
Joseph Rocco	Managing Director and Vice President
Karen Sprogis	Managing Director and Vice President
Scott Trebilco	Managing Director and Vice President
Leon Volchyok	Managing Director and Vice President
Ryan Ingle	Managing Director and Vice President
Joshua Carson	Managing Director and Vice President
Eric Wu	Managing Director and Vice President
Scott Trebilco	Managing Director and Vice President

Brian Kaufman	Managing Director and Vice President
John Prete	Managing Director and Vice President
David Zackowitz	Managing Director and Vice President
Asim Hamid	Managing Director and Vice President
Marshall Nevins	Managing Director and Vice President
Brian Lin	Principal and Vice President
Anthony Cerrone	Principal and Vice President
Jeff Nirenberg	Senior Vice President

#### LIMITED OFFICERS

<b>Name</b>	<b>Office</b>
Nicole Grimaldi	Chief Accounting Officer
Michael Beringer	Vice President – Accounting
Marikay Klank	Vice President – Tax
Marc Lenihan	Senior Director – Treasury
Eric Leaner	Assistant Secretary
Lourdes D’Dio	Assistant Secretary
Gabby Pecora	Assistant Secretary
Joseph Valane	Assistant Secretary
Annie Wang	Assistant Secretary
Leslie Robelly	Assistant Secretary
Lakecia Stanford	Assistant Secretary
Deondra Cephus	Assistant Secretary
Danielle Sands	Assistant Secretary
Joe Berger	Authorized Signatory
Charles Macon	Authorized Signatory
Pat Volz	Authorized Signatory

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Pedestrian Easement**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts** – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). This will also include Clark County Detention Center.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> 63SLVB Propco, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		4455 Wagon Trail Ave		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89118		<b>POC Name:</b> Ron Hall <b>Email:</b> ronhall@RBH.partners		
<b>Telephone No:</b>		702.258.4474		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Brett Torino	Manager	47%
Paul Kanavos	Manager	20%
Dayssi Kanavos	Manager	20%
Adam Raboy	Manager	9%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



Signature

Project Manager

Title

Ron Hall

Print Name

Aug 11, 2022

Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative







# 63 - SD-22-990037\_Disclosure of Ownership - Pedestrian Easement

Final Audit Report

2022-08-11

Created:	2022-08-11
By:	Lori Morales (lmorales@bpspartnersllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAITXauH9B9q9POilRVPjbVRbCvWEb-8S4

## "63 - SD-22-990037\_Disclosure of Ownership - Pedestrian Easement" History

-  Document created by Lori Morales (lmorales@bpspartnersllc.com)  
2022-08-11 - 5:19:33 PM GMT- IP address: 24.234.55.195
-  Document emailed to ronhall@rbh.partners for signature  
2022-08-11 - 5:20:15 PM GMT
-  Email viewed by ronhall@rbh.partners  
2022-08-11 - 5:21:00 PM GMT- IP address: 216.230.43.181
-  Signer ronhall@rbh.partners entered name at signing as Ron Hall  
2022-08-11 - 5:21:21 PM GMT- IP address: 216.230.43.181
-  Document e-signed by Ron Hall (ronhall@rbh.partners)  
Signature Date: 2022-08-11 - 5:21:22 PM GMT - Time Source: server- IP address: 216.230.43.181
-  Agreement completed.  
2022-08-11 - 5:21:22 PM GMT



**Adobe Acrobat Sign**