APN'S: 162-21-301-009

162-21-301-016 162-21-301-018

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clark County Public Works 500 South Grand Central Parkway Las Vegas, Nevada 89155-4000

AGREEMENT AND GRANT OF EASEMENT FOR PEDESTRIAN ACCESS

This AGREEMENT AND GRANT OF EASEMENT FOR PEDESTRIAN ACCESS (this "Agreement") is made this 31 day of 2023 by and between SG VEGAS OWNER 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 GINDI-SHOWCASE V, generally located at 3743, 3755 and 3763 South Las Vegas Boulevard, Las Vegas, Nevada, Assessor's Parcel Number(s), 162-21-301-009, 162-21-301-016, and 162-21-301-018, 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 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.

[Signatures on the following pages]

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:	BY:
LYNN MARIE GOYA	JESSICA COLVIN
County Clerk	Chief Financial Officer

APPROVED AS TO FORM:

STEVEN WOLFSON

Clark County District Attorney

ASHI EV BAI DUCCI

DEPUTY DISTRICT ATTORNEY

[signatures appear on the following page]

BY: JACK BRAHA
AS: AUTHORIZED SIGNATORY

NEW YORK
STATE OF NEVABA)

SS)

COUNTY OF CLARK!

WN65

On this 31st day of , 2013, before me, a Notary Public, personally appeared JACK BRAHA, who is the AUTHORIZED SIGNATORY of the SG VEGAS OWNER, 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.

Notary Public

CHA

NOTARY PUBLIC

ASSOCIATION

NOTARY PUBLIC

NOTARY PUBL

EXHIBIT "A" LEGAL DESCRIPTION GINDI SHOWCASE V PEDESTRIAN ACCESS EASEMENT 1

BEING A PORTION OF LOT 1 ON THAT CERTAIN MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER, FILE 69 OF PARCEL MAPS, PAGE 37, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE AIRSPACE BEING DESCRIBED AS BEING ANY PORTION OF THE FOLLOWING DESCRIPTION HAVING A LOWER LIMIT OF FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE FEET (45) FROM FINISHED GRADE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 89°03'12" EAST, A DISTANCE OF 19.67 FEET;

THENCE SOUTH 03°01'38" EAST, A DISTANCE OF 6.43 FEET;

THENCE SOUTH 00°21'20" EAST, A DISTANCE OF 236.63 FEET;

THENCE SOUTH 34°04'15" WEST, A DISTANCE OF 35.36 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1;

THENCE ALONG SAID WESTERLY LINE NORTH 00°20'52" WEST, A DISTANCE OF 26.54 FEET;

THENCE NORTH 34°04'15" EAST, A DISTANCE OF 8.79 FEET;

THENCE NORTH 00°20'56" WEST, A DISTANCE OF 173.97 FEET;

THENCE NORTH 13°07'01" EAST, A DISTANCE OF 5.14 FEET;

THENCE NORTH 00°20'55" WEST, A DISTANCE OF 48.43 FEET;

THENCE SOUTH 89°39'05" WEST, A DISTANCE OF 6.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1;

SHEET 1 OF 2

THENCE ALONG SAID WESTERLY LINE NORTH 00°20'52" WEST, A DISTANCE OF 11.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE EASTERLY 5 FEET OF SAID AIR SPACE PARCEL HAVING A LOWER LIMIT OF TEN (10) FEET FROM FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE (45) FEET FROM FINISHED GRADE.

CONTAINING 3941 SQUARE FEET, MORE OR LESS.

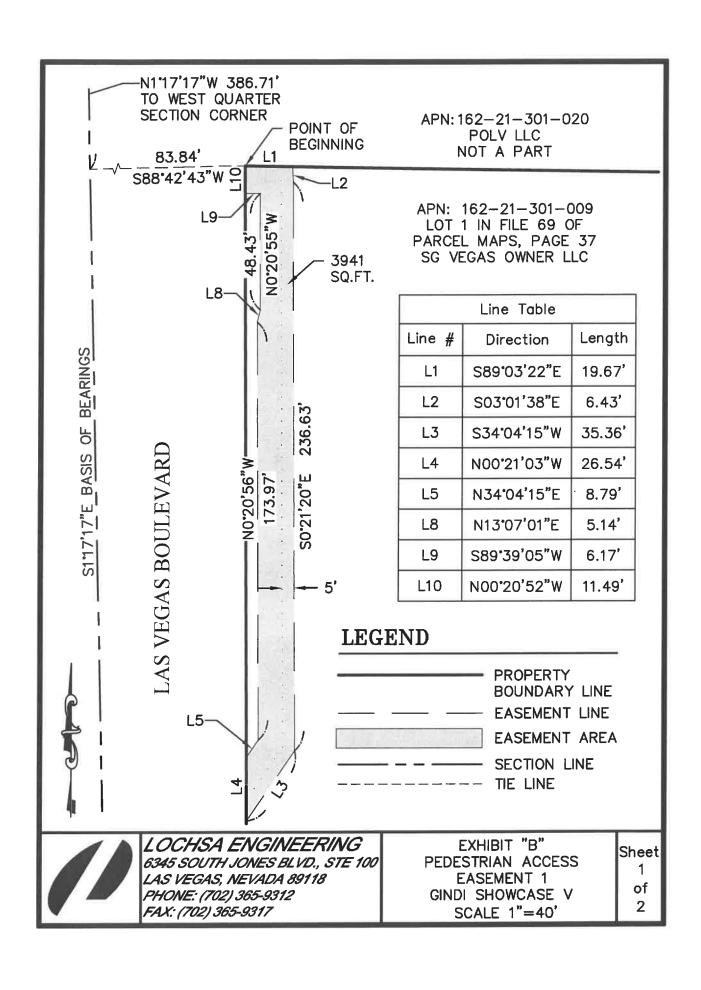
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON FILE IN FILE 149, PAGE 88 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SAID LINE BEARS NORTH 01°17'17" WEST.

SHAWN R. HERMAN, PLS
NEVADA CERTIFICATE NUMBER 20138
EXPIRES JUNE 30, 2023
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89118
TEL (702) 365-9312 FAX (702) 365-9317
SHAWN@LOCHSA.COM
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SHEET 2 OF 2





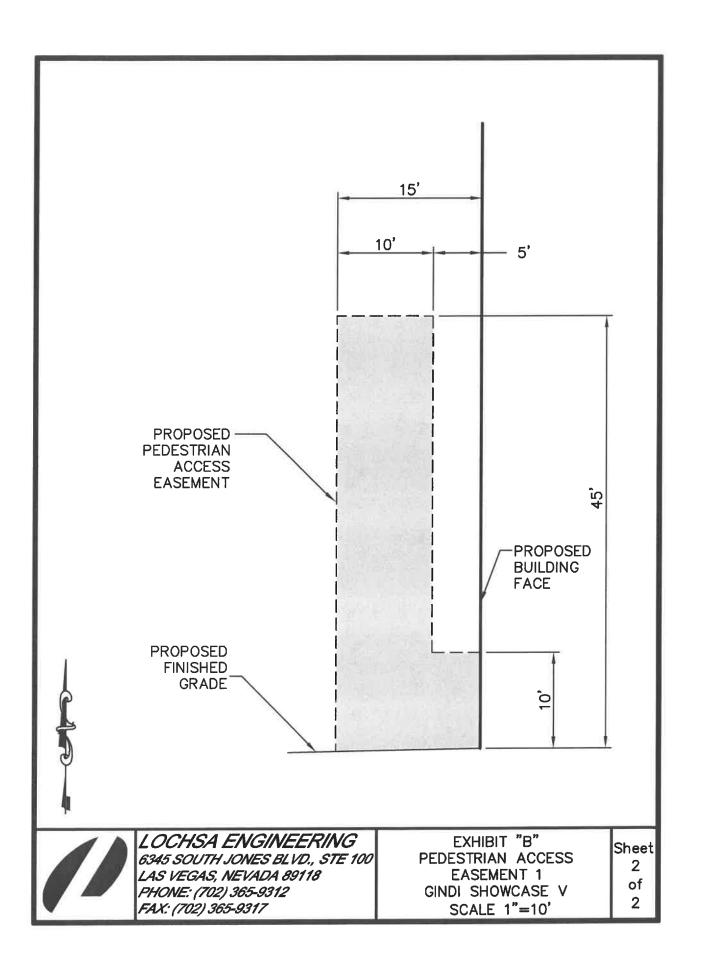


EXHIBIT "A" LEGAL DESCRIPTION GINDI SHOWCASE V PEDESTRIAN ACCESS EASEMENT 2

BEING A PORTION OF PARCEL 1 ON THAT CERTAIN MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER, FILE 94 OF PARCEL MAPS, PAGE 72, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE AIRSPACE BEING DESCRIBED AS BEING ANY PORTION OF THE FOLLOWING DESCRIPTION HAVING A LOWER LIMIT OF FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE FEET (45) FROM FINISHED GRADE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID PARCEL 1 THENCE SOUTH 00°21'03" EAST, A DISTANCE OF 10.92 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 42°29'36" EAST, A DISTANCE OF 29.77 FEET;

THENCE SOUTH 00°21'23" EAST, A DISTANCE OF 237.53 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°03'04" WEST, A DISTANCE OF 15.04 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°20'55" WEST, A DISTANCE OF 231.40 FEET;

THENCE NORTH 42°30'13" WEST, A DISTANCE OF 7.42 FEET;

THENCE NORTH 00°21'03" WEST, A DISTANCE OF 22.36 FEET TO THE POINT OF BEGINNING;

SHEET 1 OF 2

LESS AND EXCEPTING THE EASTERLY 5 FEET OF SAID AIR SPACE PARCEL HAVING A LOWER LIMIT OF TEN (10) FEET FROM FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE (45) FEET FROM FINISHED GRADE.

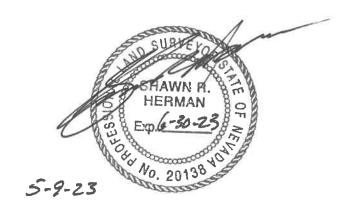
CONTAINING 3800 SQUARE FEET, MORE OR LESS.

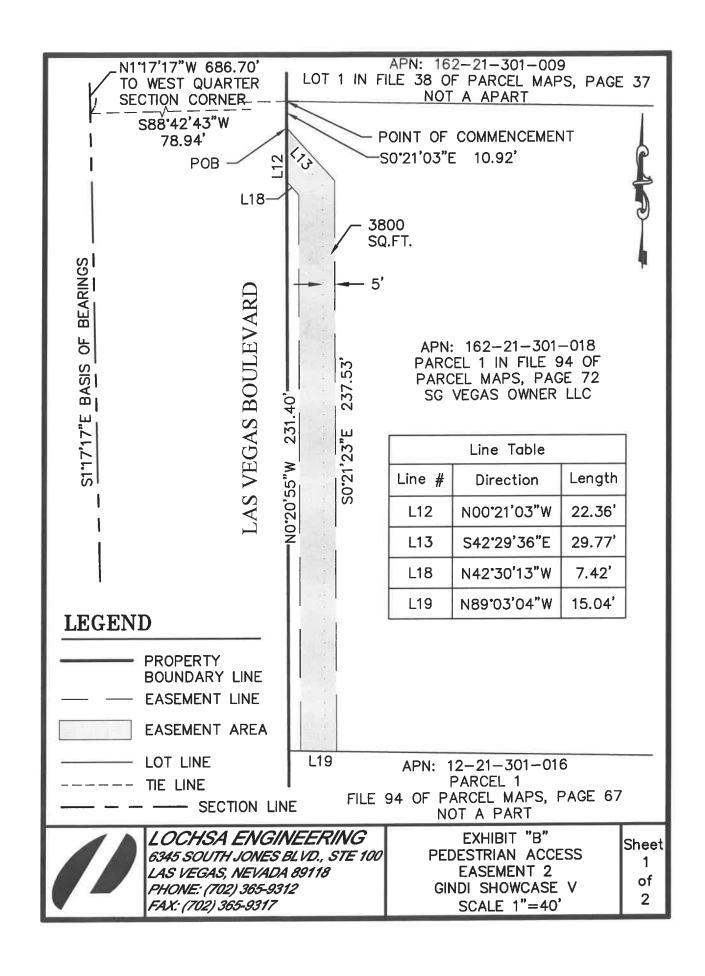
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN ON FILE IN FILE 149, PAGE 88 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

SAID LINE BEARS NORTH 01°17'17" WEST.

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SHEET 2 OF 2





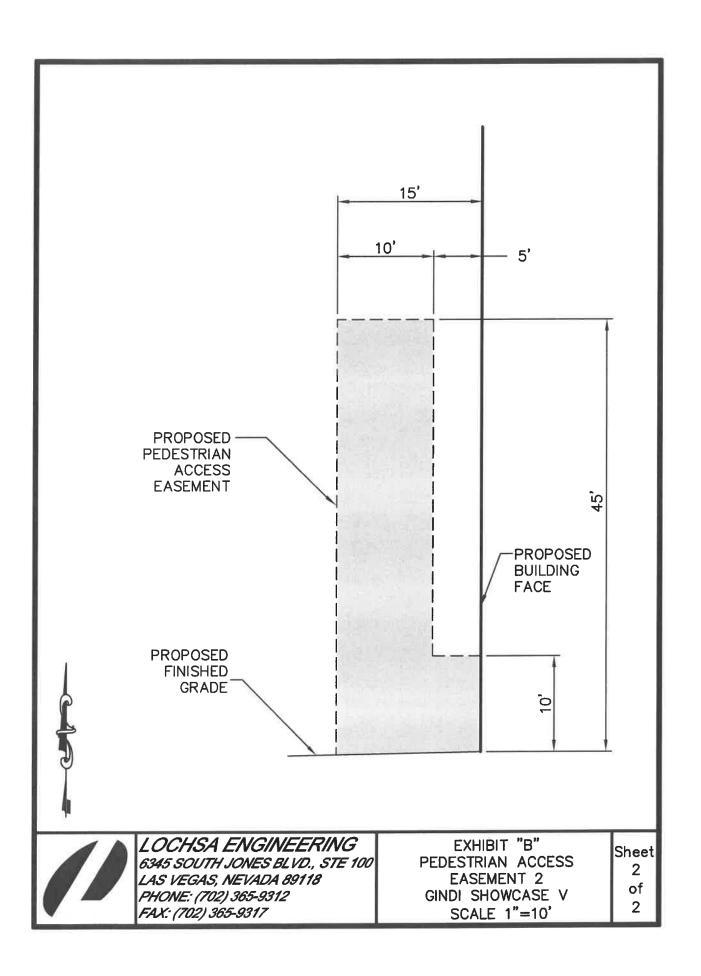


EXHIBIT "A" LEGAL DESCRIPTION GINDI SHOWCASE V PEDESTRIAN ACCESS EASEMENT 3

BEING A PORTION OF PARCEL 1 ON THAT CERTAIN MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER, FILE 94 OF PARCEL MAPS, PAGE 67, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE AIRSPACE BEING DESCRIBED AS BEING ANY PORTION OF THE FOLLOWING DESCRIPTION HAVING A LOWER LIMIT OF FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE FEET (45) FROM FINISHED GRADE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID PARCEL 1 THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 SOUTH 89°03'04" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°03'04" EAST, A DISTANCE OF 15.04 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 0°18'48" EAST, A DISTANCE OF 51.42 FEET;

THENCE SOUTH 53°46'21" WEST, A DISTANCE OF 24.64 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE NORTH 0°21'03" WEST, A DISTANCE OF 18.51 FEET;

THENCE DEPARTING SAID WESTERLY LINE, NORTH 53°46'21" EAST, A DISTANCE OF 6.13 FEET;

THENCE NORTH 0°20'55" WEST, A DISTANCE OF 44.10 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING THE POINT OF BEGINNING.

LESS AND EXCEPTING THE EASTERLY 5 FEET OF SAID AIR SPACE PARCEL HAVING A LOWER LIMIT OF TEN (10) FEET FROM FINISHED GRADE AND AN UPPER LIMIT OF FORTY-FIVE (45) FEET FROM FINISHED GRADE.

CONTAINING 948 SQUARE FEET, MORE OR LESS.

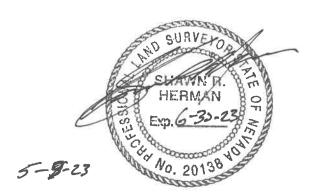
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

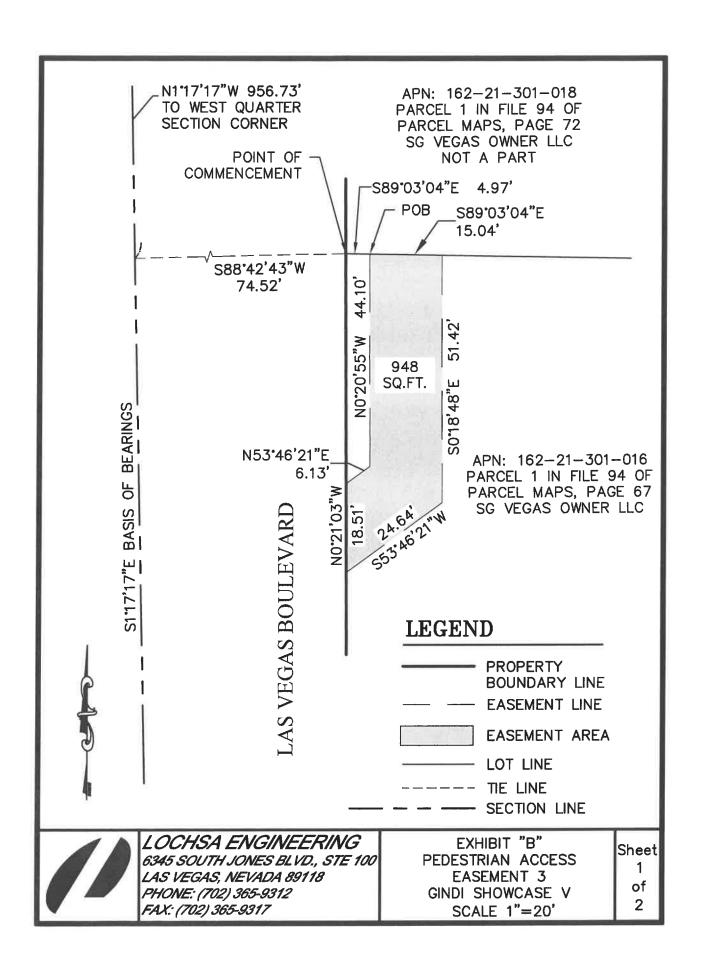
SHEET 1 OF 2

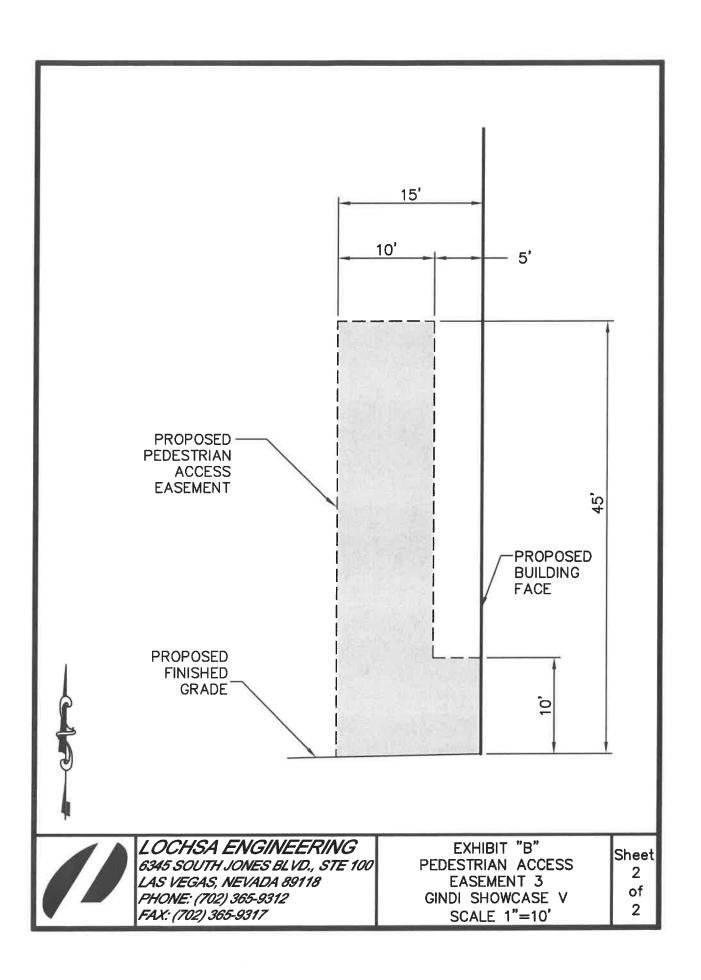
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SHEET 2 OF 2







DISCLOSURE OF OWNERSHIP/PRINCIPALS

				_								
Susiness Entity Type Sole Proprietorship	Partnership	₩L.	imited Liability	ב	Corporation	Trus	st {	Non-Profit		Other		
lusiness Designati	on Group (Pleas	e salec	t all that apply)						_			
MBE	□WBE:		SBE		□PBE			VET		OVET	☐ ESB	
Minority Business Enterprise	Women-Owned Business Enterprise			Physically Challenger Business Enterprise		allenged irprise		Veteran Owned Business		abled Veteran med Business	Emerging Small Business	
Number of Cla	rk County No	evada	a Residents	Er	mployed: ()						
Corporate/Busines	Eutite Name:	SG	Vegas Owne	er L	TC							
Include d.b.a., if a	(hileane)	19 V	Vest 34th St	rec	et		Webs	ite:				
Street Address: City, State and Zip	Code:	+	New York, New York 10001			01	POC Name: Jack Braha (jack@gindlcapital.com)					
Telephone No:		212-760-3565						Fax No:				
Nevada Local Stree		347	3473 Las Vegas Boulevard			rd	Website:					
(if different from ab		Las	Las Vegas, Nevada 89103				Local Fax No:					
Oity, State and Elp Seas.			_	•		Local POC Name:						
Local Telephone N	o :	702-795-2			256		Emali	Email:				
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GCFICW Showcase Holdco LLC			<u>s</u>	Sole Member				100%				
									6	ii No		
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Yes In 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.)												
eister arandch	iid, grandparent, re /ee(s), or appointed	Nejscje	d official(s)?	Del	partition of Partie	JON, OK.		partner, child, parent y Detantion Center or			, half-brother/half- eclamation District	
Yes	400		DOMESTIC OF THE PERSON NAMED IN			-		Page 2. If no, please				
certify under penalty land-use approvals,	of penury, that all contract approves,	of the li land sa	nformation provide les, leases or exc	ed h han	ges wildiograms c	onpecu	, and ac I disclos	curate. I also understa ure form.	and th	at the Board will no	nt take action on	
Signature	/ _				Jack Braha Print Name	a						
Authorized Rep	resentative				Date							
Title					1						REVISED 7/25/2	

DISCLOSURE OF RELATIONSHIP

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

Print Name Authorized Department Representative

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			
_			
"To the second degree of of follows: • Spouse Registered	ship by blood. "Affinity" is a reliconsanguinity" applies to the odd Domestic Partners – Children	candidate's first and second of	ree)
<i>For County Use Only:</i> If any Disclosure of Relationship is I	noted above, please complete the follo	wing:	
•	ployee(s) noted above involved in the		erticular agenda item?
Yes No Is the County em	płoyee(s) noted above involved in any	way with the business in performance	of the contract?
Nates/Comments:			
•			
Signature			