

MUTUAL COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

This Mutual Compromise, Settlement and Release Agreement ("Agreement") is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between LV-PCPS LLC, LV-AM LLC and LV-MRPC LLC (the "**Sahara Entities**") and CLARK COUNTY (the "**County**") (collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, the Sahara Entities are the owners of that certain parcel of real property located in Clark County at 2535 South Las Vegas Boulevard, Las Vegas, Nevada, and known as Assessor's Parcel Number 162-09-502-001 (collectively "**Property**");

WHEREAS, Clark County is constructing a public works road improvement project known as "Las Vegas Boulevard Roadway Improvements – From Spring Mountain Road to the Sahara Entities Avenue" ("**Project**") which includes roadway widening on Las Vegas Boulevard and installation of pedestrian protection bollards;

WHEREAS, during construction it was brought to the County's attention by the Sahara Entities that the bollard improvements were to be installed outside the Right-Of-Way on property owned by the Sahara Entities, and would impact the Sahara Entities' existing onsite irrigation waterline ("**Waterline**");

WHEREAS, to accommodate the proposed bollard installation, the Waterline must be removed from its current location and relocated on the Property at a cost of \$232,326.00;

WHEREAS, the Clark County Department of Public Works and the Sahara Entities agree that it is in the best interest of the Parties for the Sahara Entities to remove and relocate the Waterline so that the County can install the proposed bollards and compensate the Sahara Entities for the removal and relocation cost of Waterline in the amount of \$232,326.00, and the Sahara Entities would grant an easement to the County for the necessary right-of way, including, but not limited to, for the installation and maintenance of the bollards, the form of which is attached and incorporated hereto as **Exhibit "A" (the "Bollard Maintenance Easement")**, and temporary construction easements the form of which is attached and incorporated hereto as **Exhibit "B" (the "TCEs")**;

WHEREAS, the Easements will be conveyed to the County via the Grant of Easement documents, the forms of which are attached hereto as Exhibits "A" and "B";

WHEREAS, the Parties desire to avoid litigation by settling any and all claims, disputes, demands, damages and causes of action, whatsoever, present and future, arising from or in any way related to the Project, Engineering Costs, the Bollard Maintenance Easement, TCEs and the Waterline removal (collectively, the "**Claims**"), and desire to release each other from any and all potential liability pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the conditions and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **the Effective Date.** the Effective Date of this Agreement is the date the Clark County Board of Commissioners approves this Agreement.

2. **Terms of Settlement.**

(a) **County's Obligations.** Within thirty (30) days of the Effective Date, County shall pay the Sahara Entities the entire sum of Two Hundred Thousand Thirty-Two Thousand, Three Hundred and Twenty-Six and 00/100 Dollars (\$232,326.00) (the "**Settlement Amount**") to settle the Claims. the County will not be responsible in any way for the relocation of the Waterline.

(b) **The Sahara Entities' Obligations.** Within thirty (30) days of the Effective Date, the Sahara Entities shall convey to the County the Bollard Maintenance Easement and the TCEs in the forms set forth in Exhibits "A" and "B", attached hereto. Furthermore, within sixty (60) days of the Effective Date, the Sahara Entities shall, at their sole cost and expense, remove the Waterline in the area of the Bollard Maintenance Easement ("**Sahara's Work**"). If Sahara's Work is not completed in time, then Sahara Entities shall be responsible to the County for all increased or additional expenses to the Project occasioned by the failure to timely complete Sahara's Work; provided, however, that such delays are not caused by active interference, fraud, misrepresentation, concealment or bad faith by the County.

(c) the Parties agree that the Settlement Amount includes the fair market value for the Bollard Maintenance Easement, the TCEs, Waterline removal costs, all attorneys' fees, costs, interest and damages of any other kind related in any manner to the Claims against the County, and that the County's payment of the Settlement Amount shall be considered full and final payment and satisfaction of the Claims against the County.

3. **Waiver and Release.** Upon payment of the Settlement Amount and compliance with this Agreement, the Parties for themselves and their respective entities, affiliates, subsidiaries, parents, divisions, subdivisions, successors in interest and assigns, as well as their respective officers, directors, members, managers, board members, shareholders, employees, representatives, agents and counsel, hereby waive, release, relinquish, acquit, and forever discharge one another of and from any and all claims, demands, rights, liens, damages, claims for relief actions, causes of action, and the like, of every kind and nature whatsoever, known and unknown, suspected and unsuspected, anticipated and unanticipated, past, present and future, whether arising at law, including but not limited to under a contract, in tort, eminent domain, in equity, relating to property, access, constitutional rights, inverse condemnation, or otherwise, for all injuries, economic loss, damages, losses, attorneys' fees, costs, expenses, or otherwise, including without limitation all pre-condemnation, consequential, general, special, and/or punitive damages, resulting to or resulting from, or in any way arising out of, related to, or in connection with

this Agreement, the Settlement Amount, the Claims and/or the Property, and any and all entitlements or other legal rights specifically pertaining thereto.

The Parties acknowledge that this release is intended to be a full and complete release among the Parties, with respect to the Settlement Amount, the Claims and/or the Property, and any other entitlements or other legal rights specifically pertaining thereto, pursuant to the terms stated herein. The releases given by the Parties shall also extend to and inure to the express benefit of all of the Parties' heirs, assigns, agents, the attorneys for the Parties, and the Parties' employees who are also released by this Agreement.

4. Good Faith Compromise. This Agreement is the result of a good faith compromise and settlement of disputed claims and shall not at any time, or for any purpose, be considered an admission of liability or of merit or correctness of any claim advanced by any party, or of liability or responsibility of the Parties.

The Parties have incorporated into this Agreement their or its entire understanding. No oral statements or prior written matters extrinsic, except for the Bollard Maintenance Easement and the TCEs, the forms of which are set forth in Exhibits "A" and "B", shall have any force or effect. The Parties acknowledge, warrant and represent that in executing this Agreement they are not relying upon any representations other than those expressly set forth herein and further acknowledge they are not acting under any duress, coercion, menace or undue influence from any person or entity, not affected by and disability, illness, incapacity or incompetency of any kind, nature or description. The Parties acknowledge that they have had the opportunity to consult with legal counsel regarding this settlement and the execution of this Agreement.

5. Miscellaneous.

(a) This Agreement supersedes all previous oral agreements between the Parties, contains the whole of the agreement between the Parties, and may not be modified except in a writing executed by the Parties.

(b) Each of the Parties signing below expressly represents that they have full and complete authority to bind the entity on whose behalf they are signing this Agreement.

(c) In the event any part of this Agreement is found to be invalid, unenforceable, or non-binding, the remaining portions shall remain in full force and effect.

(d) The Parties represent and warrant, one to the other, that they have not assigned or transferred any interest in any claim of any kind or nature in any way affiliated with the Claim.

(e) This Agreement shall be construed in accordance with the laws of the State of Nevada, with each provision given its fair meaning without regard to which party drafted or suggested it. If any sentence, paragraph, or section is held illegal, null or void, or against public policy, then the remaining sentences, paragraphs and section shall remain in full force and effect and not be affected thereby.

(f) Each Party shall be responsible for all costs and expenses, including reasonable

attorney fees, in the event that either Party institutes any proceedings to enforce the terms and conditions of this Agreement.

(g) No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party or Parties making the waiver.

(h) This Agreement may be executed in counterparts and when so signed the executed counterparts shall cumulatively constitute a whole and complete Agreement among the Parties. A facsimile signature shall be deemed an original for purpose of this Agreement.

(i) The recitals set forth above shall be incorporated into this Agreement as set forth in full.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

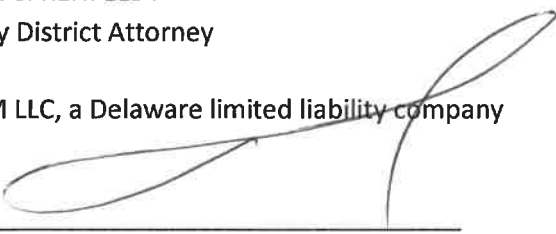
RANDALL J. TARR
Deputy County Manager

APPROVED AS TO FORM:



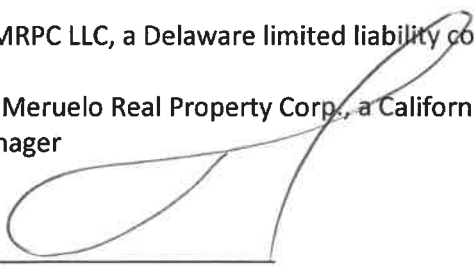
LAURA C. REHFELDT
Deputy District Attorney

LV-AM LLC, a Delaware limited liability company


By: _____
Alex Meruelo, Trustee of the Alex
Meruelo Living Trust dated 8/6/1996
and all amendments thereto

LV-MRPC LLC, a Delaware limited liability company

By: Meruelo Real Property Corp., a California corporation,
Manager


By: _____
Alex Meruelo
President

LV-PCPS LLC, a Delaware limited liability company

By: Pacific Court-Pine Square Partners, a CA general partnership. Manager

By: Long Beach Pine Square, LLC ,
a California limited liability company, Partner

By: LBPS Management Company,
Inc., a California corporation,
Managing Member

By: 

Alex Meruelo
President

and

By: Long Beach Pacific Court Apartments, LLC, a California
limited liability company, Partner

By: Pacific Court Residential,
Management, Inc., a California
corporation, Managing Member

By: 

Alex Meruelo
President

APN: 162-09-502-001

Clark County Department of Public Works
Traffic Management Division
PO Box 554000
500 S. Grand Central Parkway
Las Vegas, NV 89155-4000

GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS

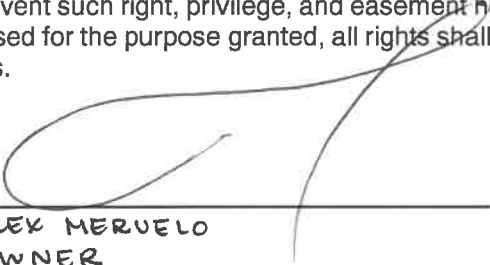
KNOW ALL MEN BY THESE PRESENTS: That LV-PCPS LLC, LV-AM LLC and LV-MRPC LLC, **GRANTORS**, for and in consideration of Two Hundred and Thirty Two Thousand and Three Hundred Twenty Six Dollars (\$232,326.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **COUNTY OF CLARK**, a political subdivision of the State of Nevada, its successors and assigns, a perpetual easement to construct, reconstruct, repair, operate, and maintain the bollards and appurtenances thereto upon, over, under, across, and through the parcel of land hereinafter described, together with the right of ingress and egress to and from said parcel of land described as follows:

GENERAL LOCATION

See Exhibit "A" attached hereto and by this reference made a part hereof for legal description.

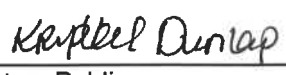
GRANTORS, their successors and assigns hereby covenant to and with COUNTY OF CLARK, that its officers, agents or employees may at any time when necessary or convenient to do so, go over and upon said described land, and do and perform any and all acts necessary or convenient to carrying into effect the purposes for which this grant is made; that neither the GRANTORS, their successors nor assigns shall disturb, injure, molest, or in any manner interfere with said bollards and related appurtenances.

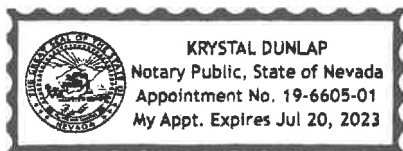
In the event such right, privilege, and easement herein granted shall be abandoned and permanently cease to be used for the purpose granted, all rights shall cease and revert to the GRANTOR, their successors and assigns.

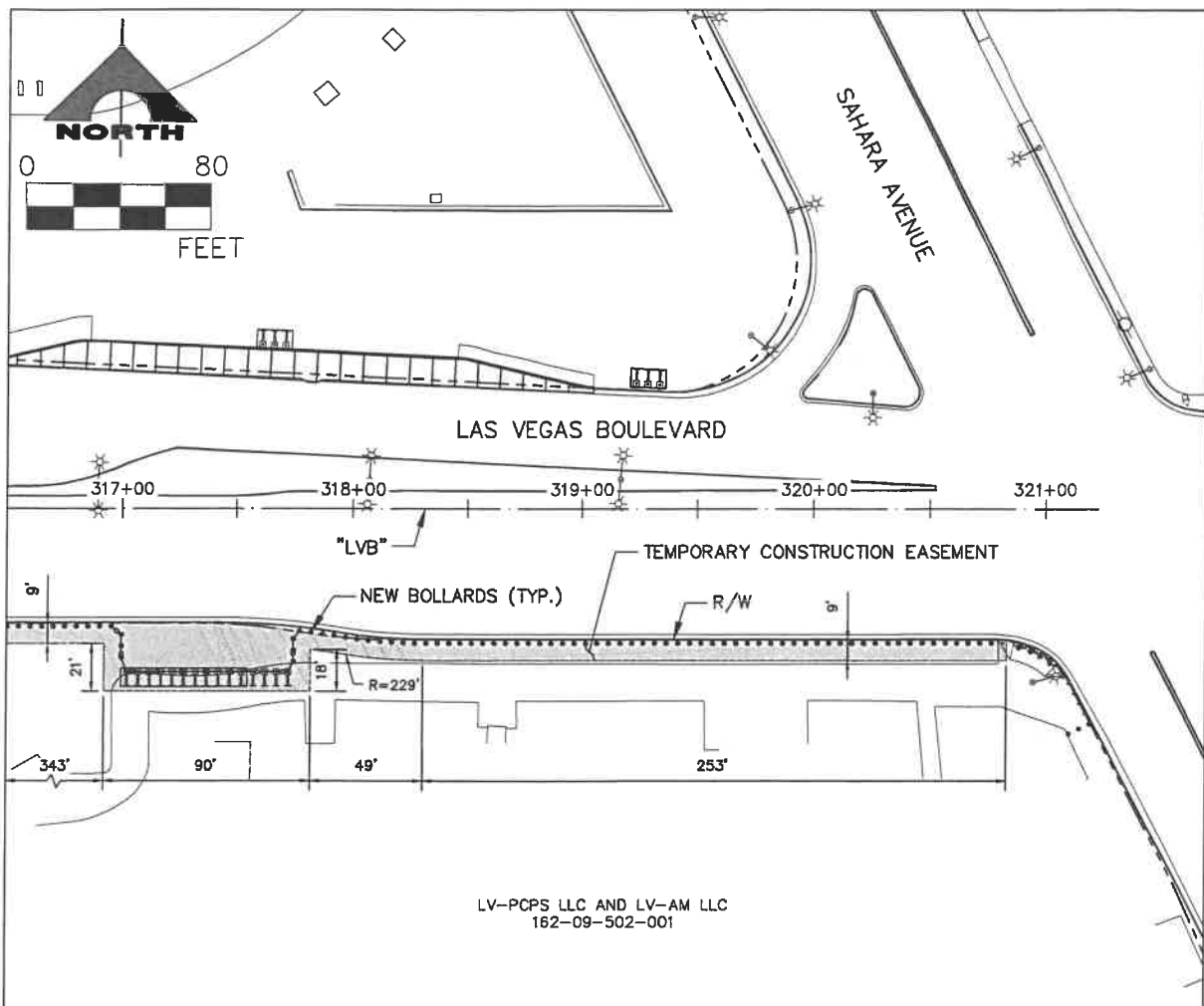

BY: ALEX MERVELO
AS: OWNER

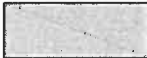
STATE OF NEVADA)
SS)
COUNTY OF CLARK)

This instrument was acknowledged before me on the 24 day of MARCH, 2022,
by ALEX MERVELO


Notary Public





 AREA OF CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY
 OWNER LV-PCPS LLC AND LV-AM LLC
 PARCEL NO. 162-09-502-001
 SECTION, TOWNSHIP, RANGE 9, 21S, 61E
 AREA OF EASEMENT 15,842 SF

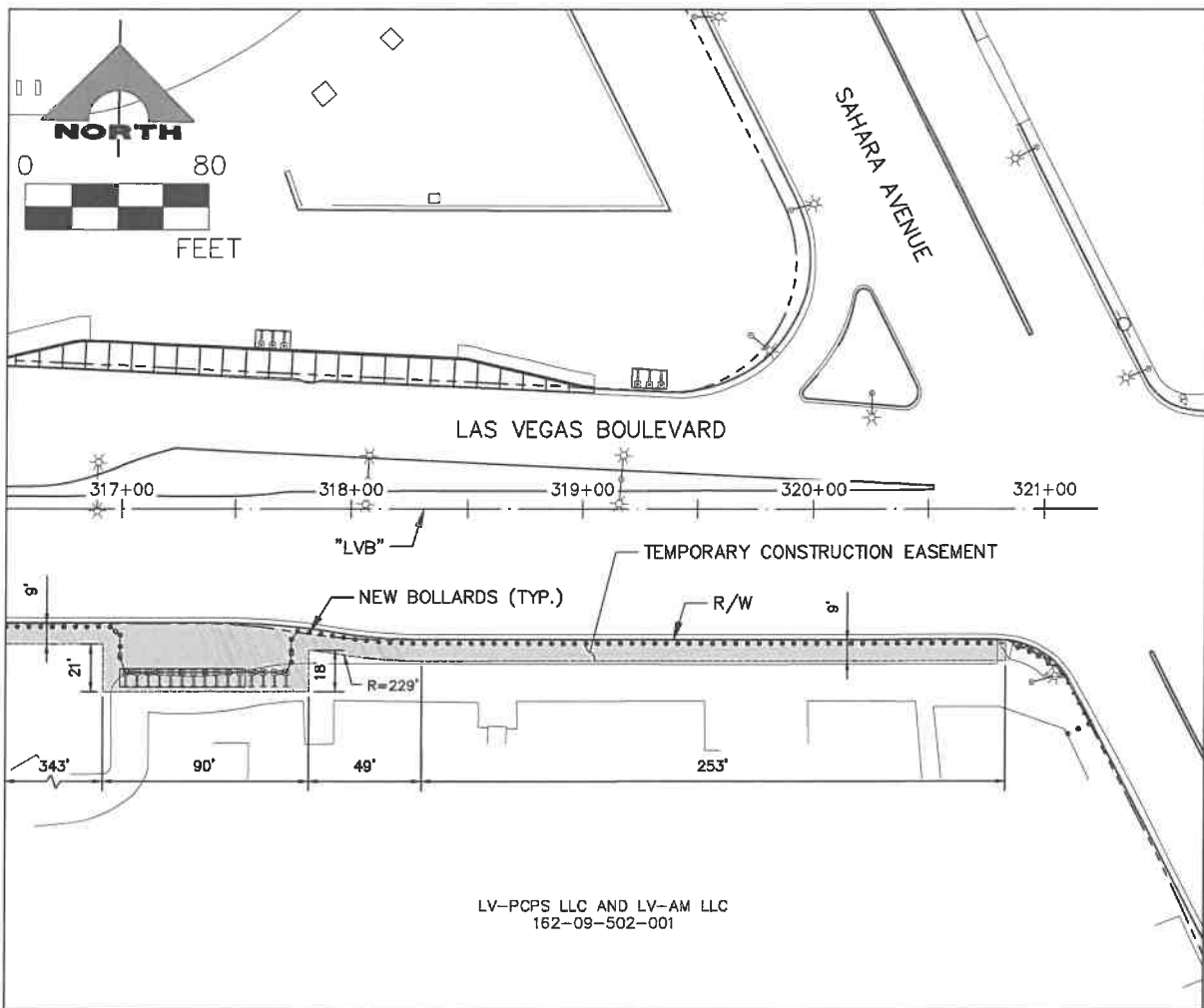
THE UNDERSIGNED PROPERTY OWNER(S) HEREBY GRANT(S) TO CLARK COUNTY, ITS
 EMPLOYEES, AGENTS, AND CONTRACTORS, PERMISSION TO ENTER THE STRIP OF
 LAND DEPICTED ABOVE FOR THE PURPOSE OF FACILITATING RELATED CONSTRUCTION
 AND GRADING WORK. THE TEMPORARY CONSTRUCTION EASEMENT GRANTED WILL BE
 EFFECTIVE FOR ONE YEAR AFTER CONSTRUCTION HAS COMMENCED.

SIGNATURE _____ DATE 3/24/2022
 SIGNATURE _____ DATE _____

GCVI
 ENGINEERS & SURVEYORS
 1555 S. RAINBOW BLVD.
 LAS VEGAS, NV 89146
 T: 702.804.2000
 F: 702.804.2299
 gowengineering.com

CLARK COUNTY, NEVADA
 DEPARTMENT OF PUBLIC WORKS
 500 S. GRAND CENTRAL PKWY, LAS VEGAS, NV 89155
 LAS VEGAS BLVD - SPRING MTN RD TO SAHARA AVE
 TEMPORARY CONSTRUCTION EASEMENT OF
 LV-PCPS LLC AND LV-AM LLC

DWG. NO.
EXHIBIT "B"
 SHEET 2 OF 2



AREA OF CONSTRUCTION EASEMENT FOR AUTHORIZATION TO ENTER PROPERTY

OWNER LV-PCPS LLC AND LV-AM LLC

PARCEL NO. 162-09-502-001

SECTION, TOWNSHIP, RANGE 9, 21S, 61E

AREA OF EASEMENT 15,842 SF

THE UNDERSIGNED PROPERTY OWNER(S) HEREBY GRANT(S) TO CLARK COUNTY, ITS EMPLOYEES, AGENTS, AND CONTRACTORS, PERMISSION TO ENTER THE STRIP OF LAND DEPICTED ABOVE FOR THE PURPOSE OF FACILITATING RELATED CONSTRUCTION AND GRADING WORK. THE TEMPORARY CONSTRUCTION EASEMENT GRANTED WILL BE EFFECTIVE FOR ONE YEAR AFTER CONSTRUCTION HAS COMMENCED.

SIGNATURE _____

DATE 3/24/2022

SIGNATURE _____

DATE _____

GCV
ENGINEERS & SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89148
T: 702.804.2000
F: 702.804.2299
gcvengineering.com

CLARK COUNTY, NEVADA
DEPARTMENT OF PUBLIC WORKS
500 S. GRAND CENTRAL PKWY, LAS VEGAS, NV 89155
LAS VEGAS BLVD - SPRING MTN RD TO SAHARA AVE
TEMPORARY CONSTRUCTION EASEMENT OF
LV-PCPS LLC AND LV-AM LLC

DWG. NO.
EXHIBIT "B"
SHEET 2 OF 2

ACTION BY WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF ORGANIZATIONAL MEETING
OF
LV-PCPS, LLC
a Delaware limited liability company

The undersigned, being the sole member of LV-PCPS LLC, a Delaware limited liability company (the "Company"), by its signature below, hereby adopts the following resolution on behalf of the Company:

RESOLVED, that Paul Hobson is hereby authorized and empowered to sign and deliver any and all documents, forms and/or applications, required to be submitted to the Clark County Comprehensive Planning Department, (the "Department"), for, in the name of, and on behalf of, the Company.

FURTHER RESOLVED that the foregoing resolution and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification shall be received by the Department, and that the Department and Clark County may conclusively assume that such authorization continues until receipt of written notice to the contrary.

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to prepare, execute, deliver and file, as appropriate, any and all documents, in such form as the officer or officers executing, delivering or filing the same shall approve, the execution, delivery or filing by such officer or officers to be conclusive evidence of such approval, and to take all such further action as such officer or officers considers necessary or desirable, to carry out the purposes and intent of the foregoing resolutions.

This Written Consent shall be filed in the Minute Book of the Company and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the

2nd day of May 2019.

Pacific Court-Pine Square Partners, Sole Member

By: Long Beach Pine Square, LLC, a California limited liability company, its General Partner

By: LBPS Management Company, Inc., a California corporation, its Managing Member

By:

Alex Meruelo

Its: President

And

By: Long Beach Pacific Court Apartments, LLC, a California limited liability company, its Partner

By: Pacific Court Residential Management, Inc., its Managing Member

By:

Alex Meruelo

Its: President

ACTION BY WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF ORGANIZATIONAL MEETING
OF
LV-MRPC, LLC
a Delaware limited liability company

The undersigned, being the sole member of LV-MRPC, LLC, a Delaware limited liability company (the "Company"), by its signature below, hereby adopts the following resolution on behalf of the Company:

RESOLVED, that Paul Hobson is hereby authorized and empowered to sign and deliver any and all documents, forms and/or applications, required to be submitted to the Clark County Comprehensive Planning Department, (the "Department"), for, in the name of, and on behalf of, the Company.

FURTHER RESOLVED that the foregoing resolution and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification shall be received by the Department, and that the Department and Clark County may conclusively assume that such authorization continues until receipt of written notice to the contrary.

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to prepare, execute, deliver and file, as appropriate, any and all documents, in such form as the officer or officers executing, delivering or filing the same shall approve, the execution, delivery or filing by such officer or officers to be conclusive evidence of such approval, and to take all such further action as such officer or officers considers necessary or desirable, to carry out the purposes and intent of the foregoing resolutions.

This Written Consent shall be filed in the Minute Book of the Company and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the

22nd day of May 2019.

Meruelo Real Property Corp, Sole Member

By:

Alex Meruelo

Its: President

ACTION BY WRITTEN CONSENT OF SOLE MEMBER
IN LIEU OF ORGANIZATIONAL MEETING
OF
LV-AM LLC
a Delaware limited liability company

The undersigned, being the sole member of LV-AM LLC, aka LV-AMRLT LLC, a Delaware limited liability company (the "Company"), by its signature below, hereby adopts the following resolution on behalf of the Company:

RESOLVED, that Paul Hobson is hereby authorized and empowered to sign and deliver any and all documents, forms and/or applications, required to be submitted to the Clark County Comprehensive Planning Department, (the "Department"), for, in the name of, and on behalf of, the Company.

FURTHER RESOLVED that the foregoing resolution and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification shall be received by the Department, and that the Department and Clark County may conclusively assume that such authorization continues until receipt of written notice to the contrary.

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to prepare, execute, deliver and file, as appropriate, any and all documents, in such form as the officer or officers executing, delivering or filing the same shall approve, the execution, delivery or filing by such officer or officers to be conclusive evidence of such approval, and to take all such further action as such officer or officers considers necessary or desirable, to carry out the purposes and intent of the foregoing resolutions.

This Written Consent shall be filed in the Minute Book of the Company and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the

22nd day of May 2019.

Alex Meruelo, Sole Member

By: _____

Alex Meruelo

Its: Manager

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☒ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed:				1497		
Corporate/Business Entity Name:		Las Vegas Resort Holdings LLC; SB Gaming LLC; LV-PCPS LLC; LV-AM LLC; LV-MRPC LLC				
(Include d.b.a., if applicable)		Sahara Las Vegas				
Street Address:		2535 Las Vegas Blvd South		Website: www.saharalasvegas.com		
City, State and Zip Code:		Las Vegas, NV 89109		POC Name: Josh Case Email: Josh.Case@saharalasvegas.com		
Telephone No:		(702) 761-7983		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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)
Alex Meruelo	Principal; Chairman; Manager	100%

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

Paul Hobson
 Print Name

General Manager - Sahara Las Vegas
 Title

3.29.22
 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			

* 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