MUTUAL COMPROMISE. SETTLEMENT AND RELEASE AGREEMENT

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 beconsidered 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: LÁURA C. REHFELDT **Deputy District Attorney** LV-AM LLC, a Delaware limited liability company <u>By</u>: 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

<u>By</u>: 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

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:

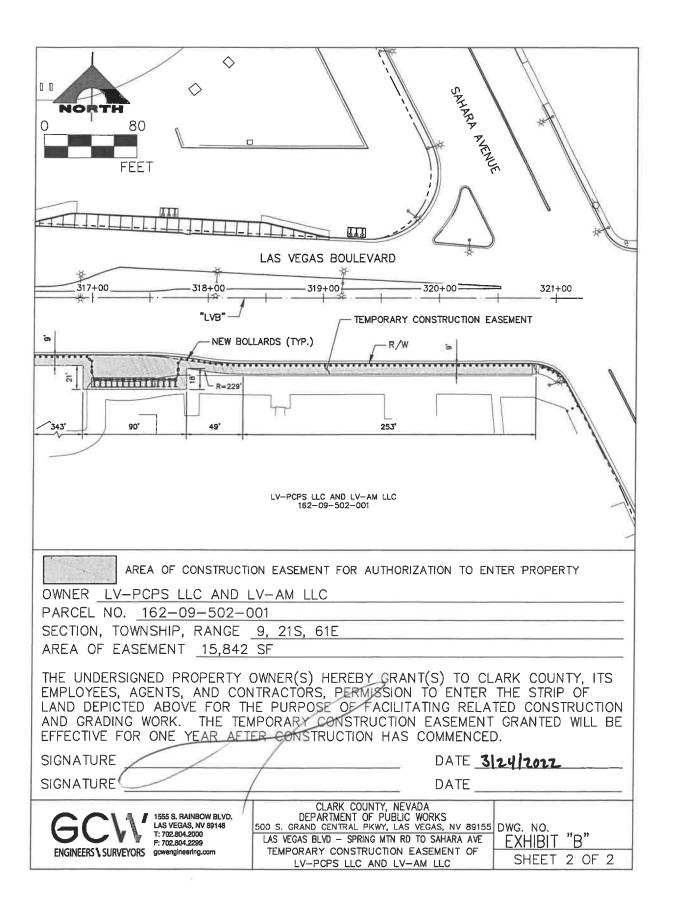
Alex Meruelo President APN: 162-09-502-001

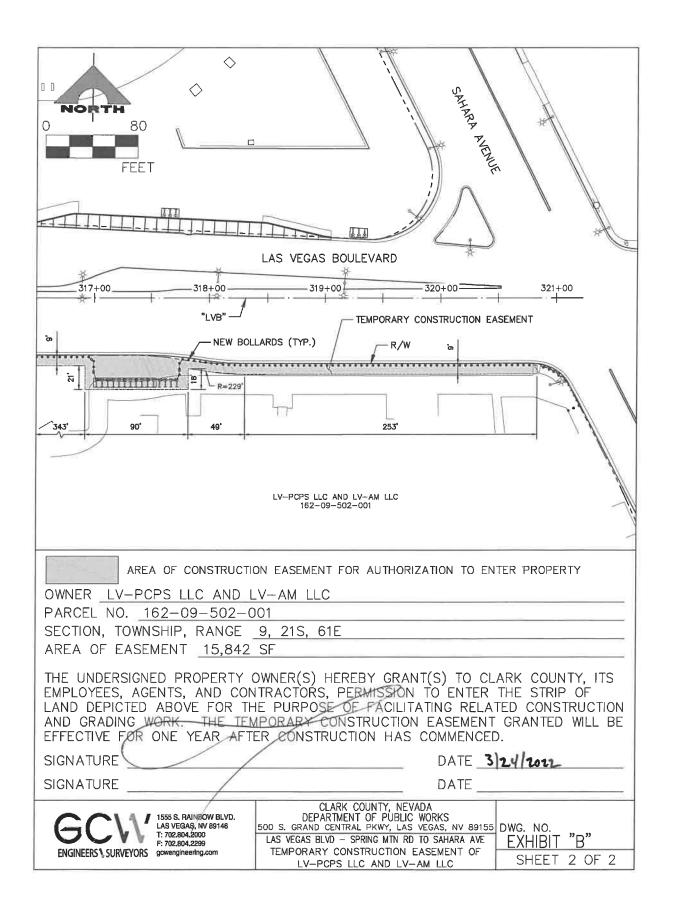
Clark County Department of Public Works Traffic Management Division PO Box 554000 500 S. Grand Central Parkway Las Vegas, NV 89155-4000

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 MERUELO AS: OWNER
STATE OF NEVADA)
SS) COUNTY OF CLARK)
This instrument was acknowledged before me on the 24 day of MARCH, 2022, by ALEX MERUELO
Notary Public







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.

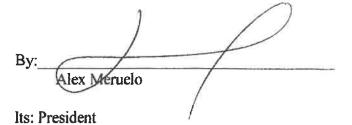
This Written Consent shall be filed in the Minute Book of the Company and become a part of the records of the Company.

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



And

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

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

A/ex Menuelo

lts: 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

Modday of May 2019.

Meruelo Real Property Corp, Sole Member

Bv:

Its: President

Alex Meruelo

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

22 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		- Radacephia		Limited Liability mpany		Corporation T		ust	Non-Profit Organization	Non-Profit Organization		
Business Desig	nati	on Group (Pleas	e sele	ct all that apply)							
☑ MBE	_	□WBE		SBE		□PBE			□ VET	□DVET □ESB		ESB
Minority Busines Enterprise	Minority Business Enterprise Women-Owned Business Enterprise			Small Business Enterprise		Physically Challenged Business Enterprise		3	Veteran Owned Business			Emerging Small Business
Number of Clark County Nevada Residents Employed: 1497												
0.100.1			Las Vegas Resort Holdings LLC; SB Gaming LLC; LV-PCPS LLC; LV-AM LLC; LV-MRPC LLC									
Corporate/Busin			Sahara Las Vegas									
Street Address:		ilicable)	_	Las Vegas B	_	South		Wat	bsite: www.saharal	asved	as.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 S	treet	Address:						Web	osite:			
(If different from	(If different from above)											
City, State and Zip Code:							Loca	al Fax No:				
Local Telephone No:								Loca	Local POC Name:			
Local Telephone	Local Telephone No:				Email:				if:			
ownership or financial Interest. The disclosure requirement, as Entities include all business associations organized under or close corporations, foreign corporations, limited liability compar Full Name Alex Meruelo			ized under or gov iability companies	governed by Title 7 of the Nevada Revis			vised Statutes, Includi , and professional corp	cluding but not limited to private corporations,				
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?												
 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 (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 (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)												
- British			_		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. Paul Hobson							
land-use approvals	ilty of				ange	es without the cor				and that	t the Board will not	take action on
	alty of	ract approvals, lar	ad sale		ange	Paul Hobson Print Name		disclos	sure form.	and that	t the Board will not	take action on

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			
	·		
"To the second degree of of follows: • Spouse – Registered	ship by blood. "Affinity" is a rel consanguinity" applies to the d Domestic Partners — Childrer alf-Brothers/Half-Sisters — Gra	candidate's first and second - Parents – In-laws (first deg	ree)
For County Use Only:			
	noted above, please complete the follo		
	ployee(s) noted above involved in the		
Yes No Is the County employees/Comments:	oloyee(s) noted above involved in any	way with the business in performance	e of the contract?
Signature			
Print Name Authorized Department Representat	ive		