

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

This **AGREEMENT AND GRANT OF EASEMENT FOR PEDESTRIAN ACCESS** (this "Agreement") is made this 5th day of October 2021, by and between **BPS Harmon, 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 BPS Development, generally located at 3717 Las Vegas Boulevard, Las Vegas, Nevada, Assessor's Parcel Number(s), 162-21-214-005, and more particularly described on Exhibits "A" through "F" 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 "A" through "F" 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
Assistant County Manager

APPROVED AS TO FORM:
STEVEN WOLFSON
Clark County District Attorney

BY: ler
LAURA C. REHFELDT,
DEPUTY DISTRICT ATTORNEY

[signatures appear on the following page]

EXHIBIT "A"
LEGAL DESCRIPTION
BPS HARMON LLC
AIRSPACE AND PEDESTRIAN ACCESS EASEMENT

BEING A PORTION OF THAT RIGHT-OF-WAY DEDICATED PER INSTRUMENT NO. 20080822:02384; INSTRUMENT NO. 20000120:01296; INSTRUMENT NO. 20110211:04168 AND INSTRUMENT NO. 0001:0001735 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

THE AIRSPACE BEING DESCRIBED AS BEING ANY PORTION OF THE FOLLOWING DESCRIPTION HAVING A LOWER LIMIT OF TWO FEET (2.00) BELOW THE EXISTING GRADE OF THE ELEVATED WALKING SURFACE TO AN UPPER LIMIT OF TEN FEET (10.00) ABOVE THE EXISTING GRADE OF THE ELEVATED WALKING SURFACE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN "QUITCLAIM DEED" RECORDED AUGUST 30, 2012 AS INSTRUMENT NO. 20120830:02274 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE SOUTH 89°23'58" WEST, A DISTANCE OF 16.82 FEET; THENCE SOUTH 17°32'43" EAST, A DISTANCE OF 31.81 FEET; THENCE SOUTH 72°27'17" WEST, A DISTANCE OF 19.30 FEET; THENCE NORTH 17°32'43" WEST, A DISTANCE OF 27.92 FEET; THENCE NORTH 59°43'56" WEST, A DISTANCE OF 15.97 FEET; THENCE NORTH 00°01'46" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 89°31'10" EAST, A DISTANCE OF 47.70 FEET; THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 14.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,408 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN "GRANT, BARGAIN, SALE DEED AND RESERVATION OF ELEVATOR AND STAIRWAY EASEMENT" RECORDED FEBRUARY 11, 2011 AS INSTRUMENT NO. 20110211:04168 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 43°05'07" WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 06°48'24" WEST, A DISTANCE OF 12.41 FEET; THENCE NORTH 46°54'53" WEST, A DISTANCE OF 21.35 FEET; THENCE NORTH 06°48'24" EAST, A DISTANCE OF 45.90 FEET; THENCE SOUTH 46°54'53" EAST, A DISTANCE OF 41.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,058 SQUARE FEET, MORE OR LESS.

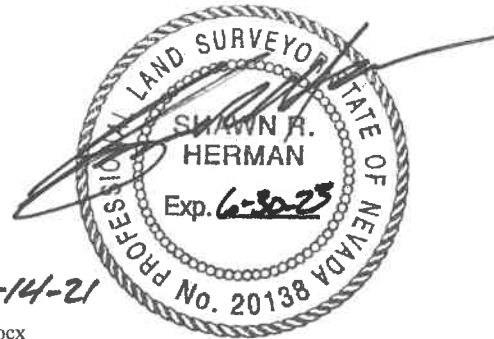
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 143, PAGE 45 OF PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

SAID LINE BEARS NORTH 01°28'29" WEST

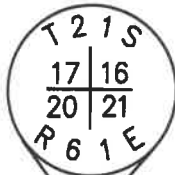
SHAWN R. HERMAN
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 20138
CERTIFICATE EXPIRES: JUNE 30, 2023
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89118
PHONE: 702-365-9312 FAX: 702-365-9317

j:\survey\dwg\3905 harmon corner\legals\3905 overhead walkway easement.docx



PAGE 2 OF 2

APN: 162-21-214-005



BASIS OF BEARINGS
N1°28'29"W

LAS VEGAS BOULEVARD

N0°36'27"W

PUBLIC RIGHT-OF-WAY
PER OR: 1:01735

PUBLIC
RIGHT-OF-WAY PER
OR: 20090519: 04580
OR: 20080822: 02384
OR: 20001020: 01296

ELEVATOR AND STAIRS
FOR PEDESTRIAN WALKWAY
PUBLIC RIGHT-OF-WAY
PER OR: 20110211: 04168

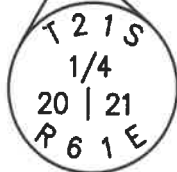
PUBLIC RIGHT-OF-WAY
PER OR: 860708: 00445

HARMON AVENUE
PUBLIC RIGHT-OF-WAY
PER OR: 102: 84232

AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT AREA:
1,408 SQUARE FEET

FINAL MAP OF HARMON CENTER
BOOK 143, PAGE 45 OF PLATS

AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT AREA:
1,058 SQUARE FEET



SCALE: 1"=60'

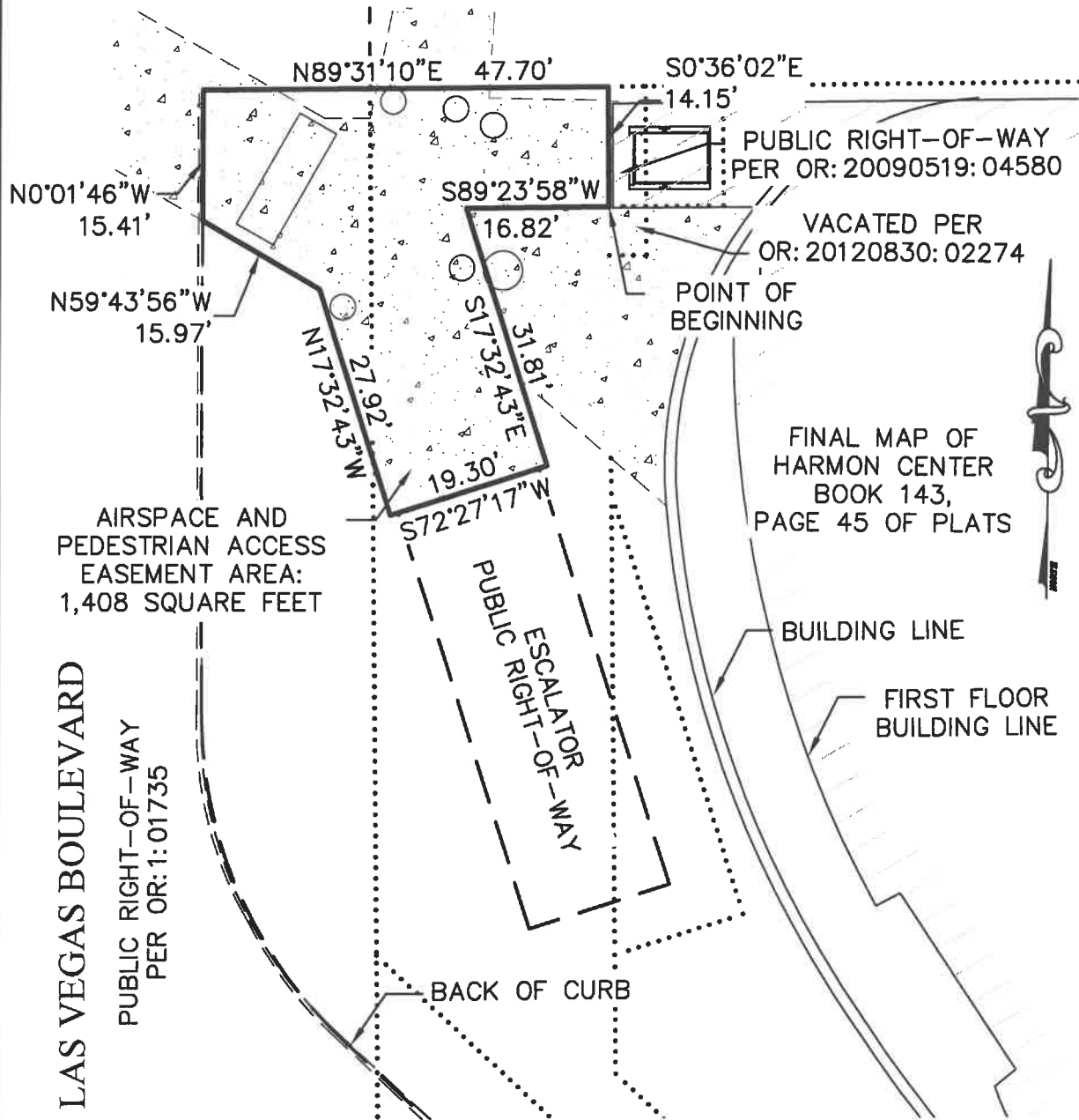


LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "B"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
1
of
3

APN: 162-21-214-005



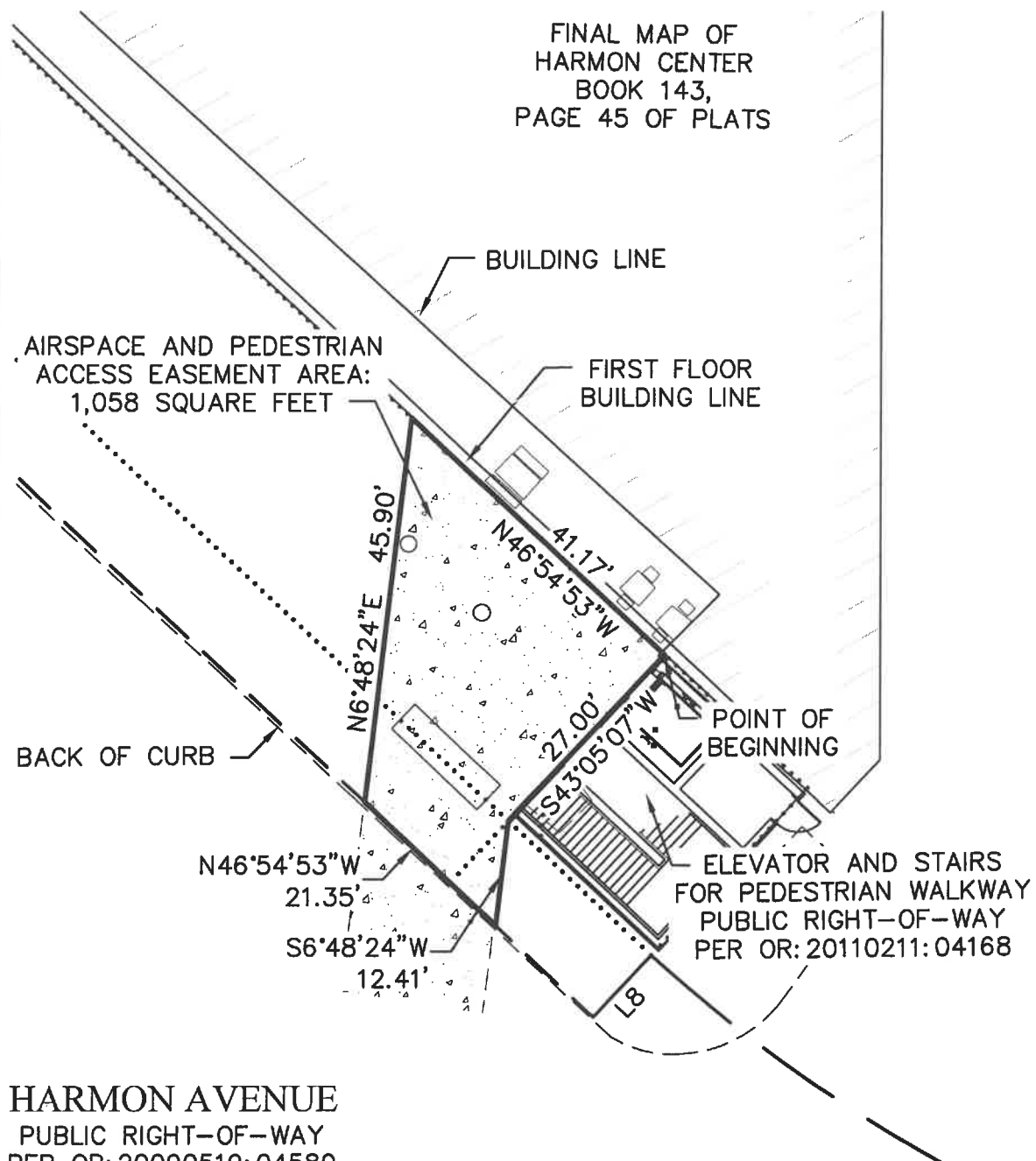
LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "B"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
2
of
3

APN: 162-21-214-005

FINAL MAP OF
HARMON CENTER
BOOK 143,
PAGE 45 OF PLATS



HARMON AVENUE
PUBLIC RIGHT-OF-WAY
PER OR: 20090519: 04580
OR: 20080822: 02384
OR: 20001020: 01296

SCALE: 1"=20'



LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "B"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
3
of
3

EXHIBIT "C"
LEGAL DESCRIPTION
BPS HARMON LLC
AIRSPACE PEDESTRIAN ACCESS EASEMENT

BEING A PORTION OF THAT AREA DESCRIBED IN INSTRUMENT NO. 20110211:04168 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 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 THE EXISTING GRADE AND AN UPPER LIMIT OF SIX FEET (6.00) BELOW THE EXISTING GRADE OF THE ELEVATED WALKING SURFACE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°31'10" EAST, A DISTANCE OF 36.36 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°36'27" WEST, A DISTANCE OF 122.62 FEET; THENCE NORTH 89°23'33" EAST, A DISTANCE OF 224.35 FEET TO THE **POINT OF BEGINNING 'A'**; THENCE NORTH 46°54'53" WEST, A DISTANCE OF 23.23 FEET; THENCE NORTH 43°05'07" EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 46°54'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 43°06'53" WEST, A DISTANCE OF 7.00 FEET TO THE **POINT OF BEGINNING 'A'**.

TOGETHER WITH

A PORTION OF THAT AREA DESCRIBED IN INSTRUMENT NO. 20110211:04168 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 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 THE EXISTING GRADE AND AN UPPER LIMIT OF TEN FEET (10.00) ABOVE THE EXISTING GRADE OF THE ELEVATED WALKING SURFACE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°31'10" EAST, A DISTANCE OF 36.36 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°36'27" WEST, A DISTANCE OF 122.62 FEET; THENCE NORTH 89°23'33" EAST, A DISTANCE OF 224.35 FEET; THENCE NORTH 43°06'03" EAST, A DISTANCE OF 7.00 FEET TO THE **POINT OF BEGINNING 'B'**; THENCE NORTH 46°54'53" WEST, A DISTANCE OF 23.23 FEET; THENCE NORTH 43°05'07" EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 46°54'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 43°06'53" WEST, A DISTANCE OF 7.00 FEET TO THE **POINT OF BEGINNING 'B'**.

CONTAINING 326 SQUARE FEET MORE OR LESS.

SEE EXHIBIT 'D', ATTACHED TO AND MADE A REFERENCE A PART HEREOF.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN ON RECORD OF SURVEY ON FILE IN FILE 111, PAGE 84 AT THE CLARK COUNTY RECORDER'S OFFICE.

SAID LINE BEARS NORTH 89°31'10" EAST.

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

j:\survey\dwg\3905 harmon corner\legals\airspace pedestrian easement.docx



APN: 162-21-214-005

EXHIBIT 'B'

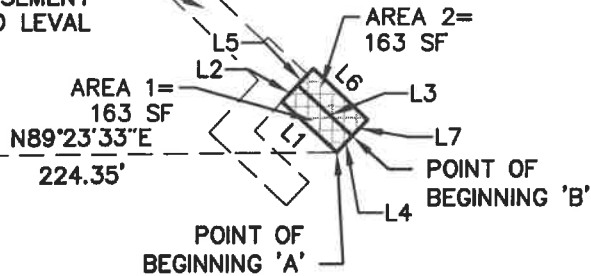


SCALE: 1"=60'

SECTION LINE

N 01°28'29" W

LAS VEGAS BOULEVARD SOUTH

PEDESTRAIN
ACCESS EASEMENT
AT GROUND LEVELFINAL MAP OF
HARMON CENTER
BOOK 143,
PAGE 45 OF PLATSFOUND ALCAP
WITH REFERENCE
MONUMENTS1/4 COR
20 21POINT OF
COMMENCEMENT N 89°31'10" EN 89°31'10" E
36.36'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	23.23'	N46°54'53"W
L2	7.00'	S43°05'07"W
L3	23.23'	N46°54'53"W
L4	7.00'	S43°06'03"W
L5	7.00'	S43°05'07"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L6	23.23'	N46°54'53"W
L7	7.00'	S43°06'02"W

LEGEND FOUND MONUMENTATION



FILE NAME: ELEVATOR STAIRS EASEMENT

CENTER LINE

TIE LINE

SECTION LINE

PROPERTY CONVEYANCE AREA

PROPERTY LINE

DRAWN BY: CH SCALE: 1"=60'

CHECKED BY: SH DATE: 06/03/21

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

PROJECT No.:

3905

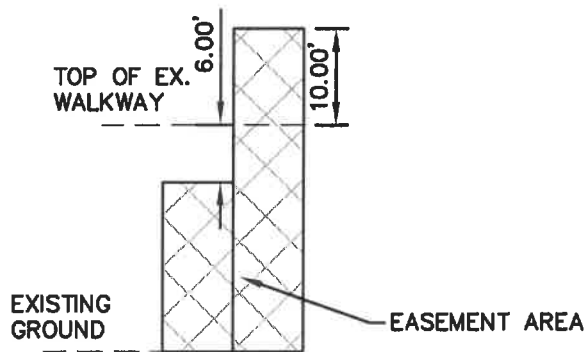
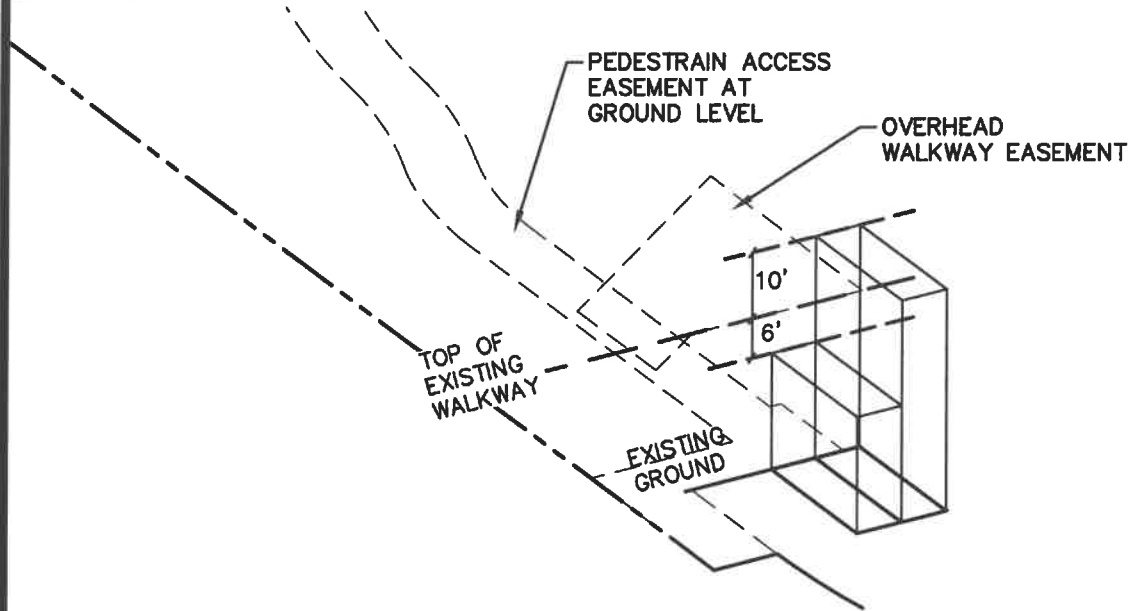
SHEET No.

D

SHEET 3 OF 4

APN: 162-21-214-005

EXHIBIT 'C'



SCALE: 1"=20'

LEGEND	FOUND MONUMENTATION	FILE NAME: ELEVATOR STAIRS EASEMENT
CENTER LINE	TIE LINE	PROPERTY CONVEYANCE AREA
SECTION LINE		
PROPERTY LINE		

DRAWN BY: CH	SCALE: SHOWN	AIRSPACE AND PEDESTRIAN STAIR ACCESS EASEMENT	PROJECT No.:
CHECKED BY: SH	DATE: 06/03/21		3905
 <p>6345 South Jones Blvd. Suite 100 Las Vegas, NV 89118 Phone (702) 365-9312 - Fax (702) 365-9317</p>			SHEET No.
			<p>D</p> <p>SHEET 4 OF 4</p>

EXHIBIT "E"
LEGAL DESCRIPTION
BPS HARMON LLC
AIRSPACE AND PEDESTRIAN ACCESS EASEMENT

BEING A PORTION OF THAT RIGHT-OF-WAY DEDICATED PER INSTRUMENT NO. 20080822:02384; INSTRUMENT NO. 20090519:04580; INSTRUMENT NO. 20001020:01296 AND INSTRUMENT NO. 0001:0001735 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, AND A PORTION OF LOT 1, AS SHOWN ON THAT MAP ON FILE IN BOOK 143 OF PLATS, PAGE 45, IN THE CLARK COUNTY RECORDER'S OFFICE. SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

THE AIRSPACE BEING DESCRIBED AS BEING ANY PORTION OF THE FOLLOWING DESCRIPTION HAVING A LOWER LIMIT OF THE EXISTING GRADE TO AN UPPER LIMIT OF TEN FEET (10.00') ABOVE THE EXISTING GRADE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN "QUITCLAIM DEED" RECORDED AUGUST 30, 2012 AS INSTRUMENT NO. 20120830:02274 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 00°36'02" EAST, A DISTANCE OF 2.35 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°31'10" EAST, A DISTANCE OF 12.79 FEET; THENCE SOUTH 00°00'26" WEST, A DISTANCE OF 13.11 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 145.50 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 21°48'01", AN ARC DISTANCE OF 55.36 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 100.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 68°12'25" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 06°39'01", AN ARC DISTANCE OF 11.61 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 35.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 74°51'27" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 14°38'19", AN ARC DISTANCE OF 8.94 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 147.50 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 60°13'08" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 11°08'26", AN ARC DISTANCE OF 28.68 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 100.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 49°04'42" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°37'36", AN ARC DISTANCE OF 27.27 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 60.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°42'18" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 21°37'11", AN ARC DISTANCE OF 22.64 FEET; THENCE SOUTH 46°54'53" EAST, A DISTANCE OF 64.42 FEET; THENCE NORTH 43°05'07" EAST, A DISTANCE OF 1.80 FEET; THENCE SOUTH 46°54'53" EAST, A DISTANCE OF 17.00 FEET TO THE WESTERLY LINE OF THAT CERTAIN "GRANT, BARGAIN, SALE DEED AND RESERVATION OF ELEVATOR AND STAIRWAY EASEMENT" RECORDED FEBRUARY 11, 2011 AS INSTRUMENT NO. 20110211:04168 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 43°05'07" WEST, A DISTANCE OF 24.20 FEET; THENCE

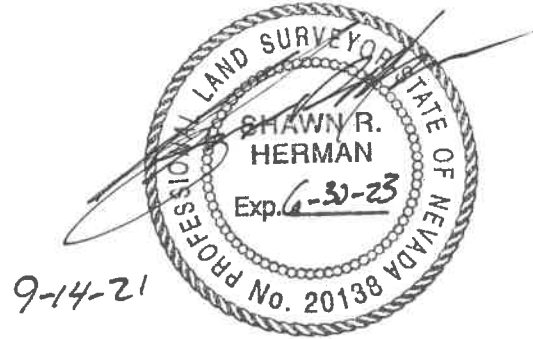
SOUTH 46°54'53" EAST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 43°06'02" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 46°54'53" WEST, A DISTANCE OF 33.22 FEET; THENCE NORTH 43°05'07" EAST, A DISTANCE OF 22.40 FEET; THENCE NORTH 46°54'53" WEST, A DISTANCE OF 71.42 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 70.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 21°37'11", AN ARC DISTANCE OF 26.41 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 90.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 64°42'18" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°37'36", AN ARC DISTANCE OF 24.55 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 157.50 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 49°04'42" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 11°08'26", AN ARC DISTANCE OF 30.62 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 45.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 60°13'08" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 9°35'25", AN ARC DISTANCE OF 7.53 FEET; THENCE SOUTH 72°27'17" WEST, A DISTANCE OF 25.82 FEET; THENCE NORTH 17°32'43" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 72°27'17" EAST, A DISTANCE OF 25.86 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 90.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 71°00'49" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 2°48'24", AN ARC DISTANCE OF 4.41 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 155.50 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 68°12'25" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 21°48'01", AN ARC DISTANCE OF 59.17 FEET; THENCE NORTH 00°00'26" EAST, A DISTANCE OF 3.02 FEET; THENCE SOUTH 89°31'10" WEST, A DISTANCE OF 12.69 FEET; THENCE NORTH 00°36'02" WEST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 89°31'10" WEST, A DISTANCE OF 37.80 FEET; THENCE NORTH 00°01'46" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°31'10" EAST, A DISTANCE OF 47.70 FEET; THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 14.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,946 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

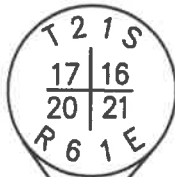
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 143, PAGE 45 OF PLATS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
SAID LINE BEARS NORTH 01°28'29" WEST

SHAWN R. HERMAN
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 20138
CERTIFICATE EXPIRES: JUNE 30, 2023
LOCHSA ENGINEERING
6345 SOUTH JONES BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89118
PHONE: 702-365-9312
FAX: 702-365-9317
j:\survey\dwg\3905 harmon corner\legals\3905 pedestrian access airspace.docx



PAGE 3 OF 3

APN: 162-21-214-005



BASIS OF BEARINGS

N1°28'29"W

LAS VEGAS BOULEVARD

N0°36'27"W

PUBLIC RIGHT-OF-WAY
PER OR: 1:01735

PUBLIC
RIGHT-OF-WAY PER
OR: 20090519: 04580
OR: 20080822: 02384
OR: 20001020: 01296

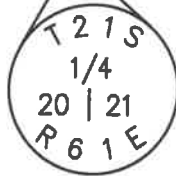
ELEVATOR AND STAIRS
FOR PEDESTRIAN WALKWAY
PUBLIC RIGHT-OF-WAY
PER OR: 20110211: 04168

PUBLIC RIGHT-OF-WAY
PER OR: 860708: 00445

HARMON AVENUE
PUBLIC RIGHT-OF-WAY
PER OR: 102: 84232

FINAL MAP OF HARMON CENTER
BOOK 143,
PAGE 45 OF PLATS

AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT AREA:
3,946 SQUARE FEET



SCALE: 1"=60'

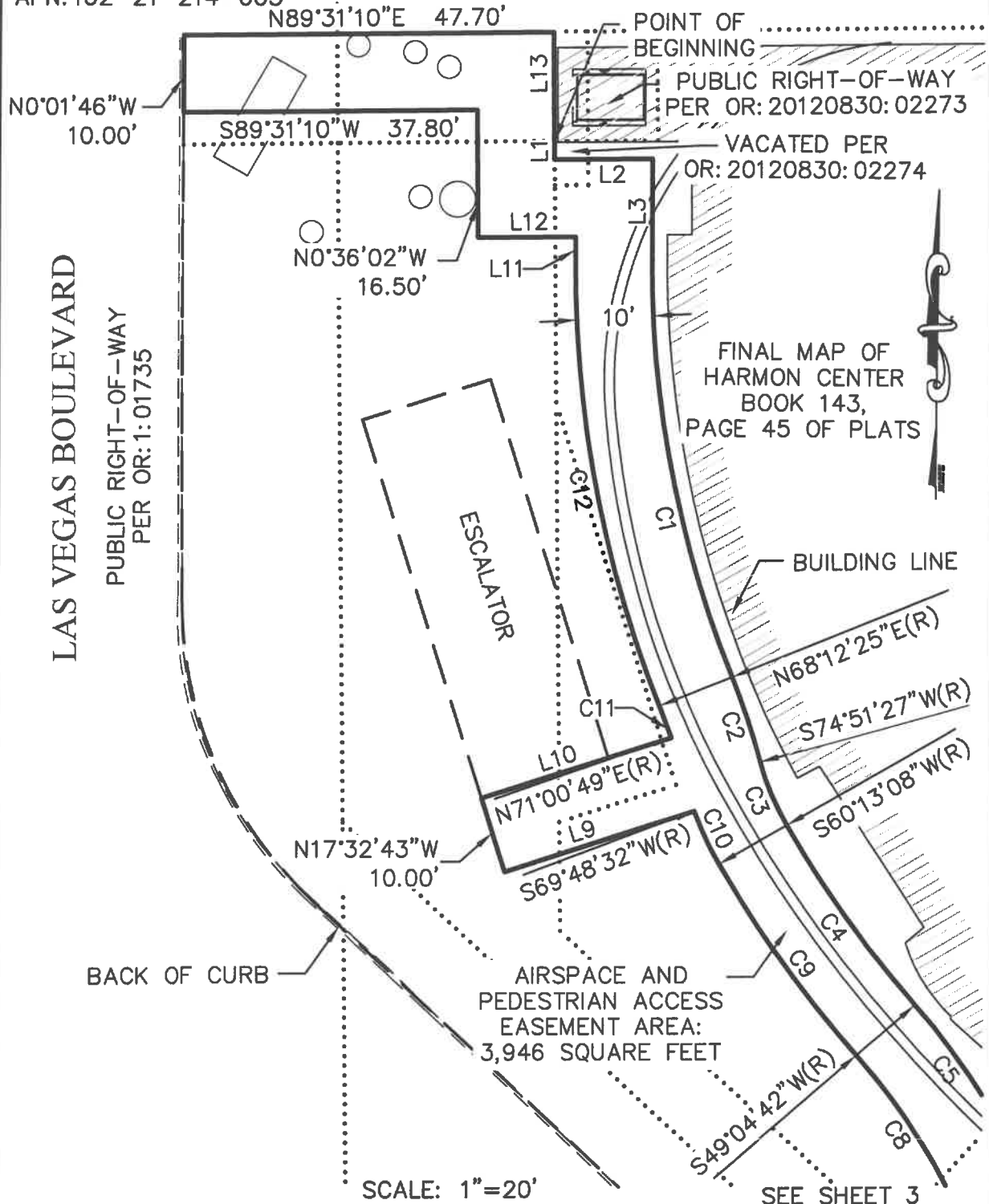


LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "F"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
1
of
5

APN: 162-21-214-005



LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

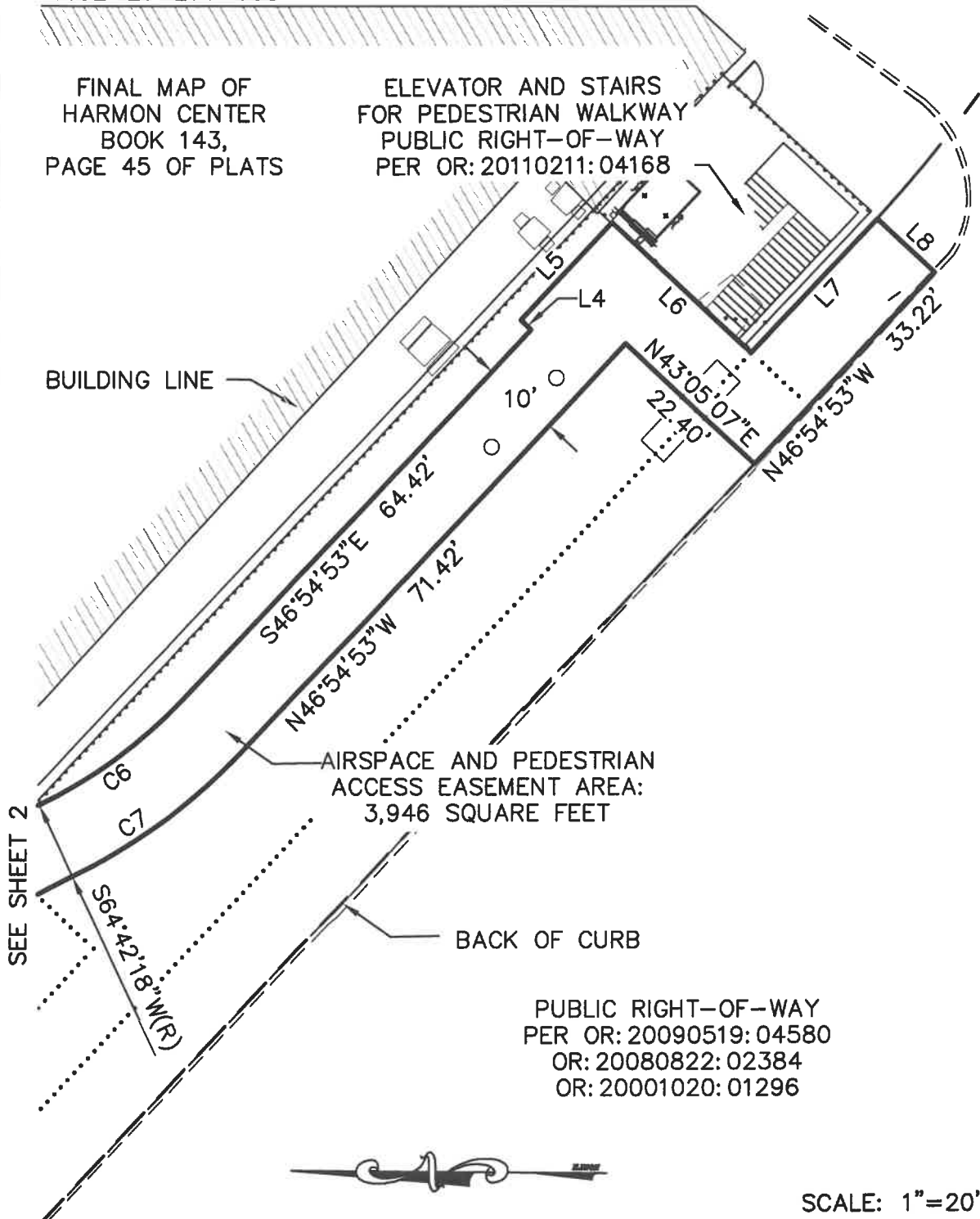
BPS HARMON LLC
EXHIBIT "F"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
2
of
5

APN: 162-21-214-005

FINAL MAP OF
HARMON CENTER
BOOK 143,
PAGE 45 OF PLATS

ELEVATOR AND STAIRS
FOR PEDESTRIAN WALKWAY
PUBLIC RIGHT-OF-WAY
PER OR: 20110211: 04168



PUBLIC RIGHT-OF-WAY
PER OR: 20090519: 04580
OR: 20080822: 02384
OR: 20001020: 01296

SCALE: 1"=20'



LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "F"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
3
of
5

APN: 162-21-214-005

Line Table		
Line #	Direction	Length
L1	S00°36'02"E	2.35'
L2	N89°31'10"E	12.79'
L3	S00°00'26"W	13.11'
L4	N43°05'07"E	1.80'
L5	S46°54'53"E	17.00'
L6	S43°05'07"W	24.20'
L7	S46°54'53"E	23.23'
L8	S43°06'02"W	10.00'
L9	S72°27'17"W	25.82'
L10	N72°27'17"E	25.86'
L11	N00°00'26"E	3.02'
L12	S89°31'10"W	12.69'
L13	S00°36'02"E	14.15'



LOCHSA SURVEYING
6345 SOUTH JONES BLVD., STE 200
LAS VEGAS, NEVADA 89118
PHONE: (702) 365-9312
FAX: (702) 365-9317

BPS HARMON LLC
EXHIBIT "F"
AIRSPACE AND
PEDESTRIAN ACCESS
EASEMENT

Sheet
4
of
5

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C1	145.50'	21°48'01"	55.36'	28.02'
C2	100.00'	6°39'01"	11.61'	5.81'
C3	35.00'	14°38'19"	8.94'	4.50'
C4	147.50'	11°08'26"	28.68'	14.39'
C5	100.00'	15°37'36"	27.27'	13.72'
C6	60.00'	21°37'11"	22.64'	11.46'
C7	70.00'	21°37'11"	26.41'	13.37'
C8	90.00'	15°37'36"	24.55'	12.35'
C9	157.50'	11°08'26"	30.62'	15.36'
C10	45.00'	9°35'25"	7.53'	3.77'
C11	90.00'	2°48'24"	4.41'	2.20'
C12	155.50'	21°48'01"	59.17'	29.94'



LOCHSA SURVEYING
 6345 SOUTH JONES BLVD., STE 200
 LAS VEGAS, NEVADA 89118
 PHONE: (702) 365-9312
 FAX: (702) 365-9317

BPS HARMON LLC
 EXHIBIT "F"
 AIRSPACE AND
 PEDESTRIAN ACCESS
 EASEMENT

Sheet
 5
 of
 5

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: BPS Harmon, LLC						
(Include d.b.a., if applicable)						
Street Address: 3717 Las Vegas Blvd. South Ste 325			Website: N/A			
City, State and Zip Code: Las Vegas, NV 89109			POC Name: Dan Gabour			
Telephone No: (702) 629-1980			Email: dgabour@devonecorp.com			
Nevada Local Street Address: (if different from above) Same as above			Website: same as above			
City, State and Zip Code: 1			Local Fax No: 1			
Local Telephone No: 1			Local POC Name: 1			
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)
Brett Torina	Manager	52.625
Paul Kanavos	Manager	31.375

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

Print Name

Title

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
Brett Torino	N/A	N/A	N/A
Paul Kanavos	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