

BOARD OF REGENTS
BRIEFING PAPER

1. **AGENDA ITEM TITLE:** Grant of Easement Located at 1325 E. Flamingo Road, UNLV

MEETING DATE: June 7-8, 2018

2. **BACKGROUND & POLICY CONTEXT OF ISSUE:**

Background Information

At its March 6-7, 2014 meeting, the Board approved UNLV's request to purchase real property located at 1325 E. Flamingo Road, Las Vegas, NV 89119, and bearing Assessor Parcel Number 162-23-101-003 (the "**Property**"). *See*, Property location incorporated hereto as "Attachment A." The 4.19 acre site houses a 66,200 square foot building. At the time UNLV purchased the Property, it had been searching to acquire properties within the UNLV Midtown area, especially for those that would be suitable to house engineering and visual arts programs. This particular Property was suitable for these uses because of its high ceilings which could be renovated to meet use requirements for these types of programs. Currently, the College of Engineering Robotics Lab is located at the Property—in addition to three (3) income producing tenants: the 99 Cent Only Store, Bonehead Paintball, and a communications tower owned by Crown Castle (the "**Tenants**"). The Property was in bankruptcy when it was purchased; therefore, UNLV was required to honor all leases and many other legal agreements that had been agreed to by the previous Property owner.

In 2014, UNLV purchased the Property for \$4.0 million which was \$200,000 less than the \$4.2 million 2014 appraised value. Through March 2018, the Property has produced \$1.35 million of rent revenue from the Tenants which includes \$186,000 of revenue generated from the communications ground lease agreement. Based on current retail sales activity in the submarket, the current market value of the Property is approximately \$5.6 million. It is estimated that over the four-year period of ownership, the Property equity increase and rent revenue equate to approximately \$3.0 million. Acquisition of the Property has not only granted UNLV the ability to meet specialized academic programming needs, but it has been of great fiscal benefit to the university.

As part of the purchase, UNLV assumed a common access easement that has been in effect since 1974 (the "**Existing Easement**"). The Existing Easement is shared with the adjacent property owned by the Salzman Family Trust (the "**Adjacent Property Owner**") and is located at 4110 S. Maryland Parkway and bearing Assessor Parcel Number 162-23-101-005. Location of the Existing Easement is identified on Attachment A. Since the time the Existing Easement was executed, previous owners of the Property constructed two dumpster enclosures and entered into a Communications Site Option and Ground Lease Agreement in 1998 with Crown Castle that allowed a communications tower to be built within the Existing Easement. The specific sites of the enclosures and cell tower are also identified in Attachment A. As a result of these improvements allowed by previous Property Owner(s) within the Existing Easement, it was determined that an encroachment of the Existing Easement was present and UNLV received notification from the Adjacent Property Owner as detailed below under Settlement Agreement.

Settlement Agreement

On July 25, 2016, UNLV received a demand letter from legal counsel for the Adjacent Property Owner stating that the portion of the Existing Easement located on UNLV's Property had been encroached upon; thus, the Adjacent Property Owner was seeking as damages 50% of the revenue derived from the cell tower from the time UNLV took ownership of the Property in 2014, along with additional on-going payments equating to 50% of the monthly revenue UNLV receives from the communications ground lease agreement.

Taking into consideration the remaining thirty-year lease term and revenue received from the time of acquisition to the end of fiscal year 2018, the estimated payment to the Adjacent Property Owner would total approximately \$780,000. Seeking a solution to the encroachment, UNLV collaborated with Crown Castle and determined it would cost approximately \$250,000 to relocate the communications tower to another portion of the Property. UNLV also notified the Nevada Title Company, who issued the ALTA Owner's Policy when the Property was acquired, of the easement encroachment and demand letter. The title company stated that the easement was not included in the title policy coverage.

After examining all viable options, UNLV counsel entered into negotiations with counsel for the Adjacent Property Owner so that the dispute could be resolved. Below is a summary of the Settlement Agreement (that "**Agreement**") that is being presented for Board approval.

Form Revised: 1/2018

The Agreement in its entirety is included in this document package as "Attachment B." The terms of the Agreement are as follows:

- UNLV would pay the Adjacent Property Owner a one-time payment in the amount of \$103,190.14 on or prior to June 30, 2018, which represents fifty percent of the total cell tower lease payments received since UNLV purchased the Property in addition to \$10,000 for legal fees incurred by the Adjacent Property Owner.
- UNLV and the Adjacent Property Owner will relinquish their rights to the Existing Easement under the terms of the Relinquishment Agreement, which is incorporated hereto as "Attachment C."
- UNLV and the Adjacent Property Owners will execute a new Grant of Easement which would run through the Property but around the existing improvements. UNLV will also retain its previous rights for access to the property owned by the Adjacent Property Owner. See, Attachment D which is the Grant of Easement ("Relocated Easement"); and Exhibits A and B outline the location of the Relocated Easement on both properties. Should UNLV decide to redevelop the Property in the future, it retains the option to revert the Relocated Easement site to the former Existing Easement location in order to accommodate a greater number of redevelopment options. In the event UNLV relocates the easement in the future, UNLV will purchase title insurance for the relocated easement on behalf of the Adjacent Property Owner, which is currently estimated to be \$730.00.
- In exchange, the Adjacent Property Owner will enter into the Agreement therefore waiving, releasing, and forever discharging UNLV from any and all potential claims arising from the dispute.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

The University of Nevada, Las Vegas requests Board approval to enter into the Grant of Easement that will revise the location of an Existing Easement. UNLV further requests that the Chancellor be granted authority to execute the agreement as described herein, in addition to any ancillary documents deemed appropriate by the System General Counsel to implement all terms and conditions required to finalize the settlement.

4. IMPETUS (WHY NOW?):

- Adjacent Property Owner has proposed to settle the Existing Easement encroachment for a cash payment of \$103,190.14.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

Access (Increase participation in post-secondary education)

- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)
- Not Applicable to NSHE Strategic Plan Goals

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

N/A

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Execution of Agreement will resolve an on-going legal matter.
- Property is suited to meet specific academic programming needs and has been a great fiscal benefit to the university over the past four years of ownership.
- UNLV has acquired \$1.35 million of lease revenue over its four-year period of ownership.
- The Property has accumulated approximately \$1.6 million dollars of equity since it was purchased for \$4.0 million dollars in 2014.
- The university retains the option to revert the Relocated Easement site to the former Existing Easement location in order to accommodate redevelopment opportunities for the Property.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- It may be of benefit for UNLV to enter into litigation rather than settle the matter and execute the Agreement.

8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- Enter into litigation with Adjacent Property Owner.

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

Approve lease

10. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 9.1
- Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
- Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
- Other: _____
- X Fiscal Impact: Yes No _____

Explain: UNLV will issue a payment in the amount of \$103,190.14 to the Adjacent Property Owner. Lease revenue generated from ownership of the Property over the past four years will fund the overall \$103,190.14 settlement amount.

**ATTACHMENT A
UNLV EASEMENT SETTLEMENT**



**Existing
Easement
Area**

**Dumpster
Enclosure
Location 2**

**Cell Tower
Location**

**Existing
Easement
Area**

**Dumpster
Enclosure
Location 1**

Attachment B

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

This Settlement Agreement and Release of All Claims (“**Agreement & Release**”) is made and entered by and between Salzman Family Trust (“**Salzman**”) and the State of Nevada *ex. rel.* its Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“**University**”). Salzman and University are collectively referred to herein as the “**Parties**” and individually as “**Party**.” The effective date of the Agreement will be the date the Agreement is fully executed (including exhibits) by all the Parties to the Agreement (the “**Effective Date**”). The Parties hereby enter into the following Agreement & Release.

RECITALS

WHEREAS, Salzman is the owner of property located at 4110 South Maryland Parkway, APN# 162-23-101-005 (“**Salzman Property**”);

WHEREAS, on or about May 30, 2014, University purchased the adjacent property to Salzman Property which is located at 1325 East Flamingo Road, APN# 162-23-101-003, that includes a building structure, cell tower, and a trash enclosure (“**University Property**”);

WHEREAS, on or about July 25, 2016, Salzman sent University a demand claiming that the cell tower and trash enclosure were located on an access easement that had been entered into between Salzman and the prior owners of the University Property, dated September 20, 1974, attached hereto as Exhibit “A” (“**Easement Dispute**”);

WHEREAS, the Parties desire to settle the Easement Dispute to avoid costly and time consuming litigation;

WHEREAS, the Parties agree, upon the recording of the New Easement (as hereinafter defined) and the payment of the Settlement Amount (as hereinafter defined), to relinquish and reconvey to the other Party all legal rights to the current easement (the “**Original Easement**”) by executing the attached Relinquishment of Easement Rights, attached hereto as Exhibit “B” and incorporated herein;

WHEREAS, the Parties agree to record a new easement that will grant the University access over the Salzman Property, and grant Salzman access onto University Property around the cell tower, trash enclosure structure and parking spaces as described in the access easement attached as Exhibit “C” to this Agreement & Release and incorporated herein (“**New Easement**”), which New Easement shall be insured, at the expense of Salzman, by a title insurance policy with no exceptions other than those reasonably acceptable to Salzman;

WHEREAS, the New Easement as described in Exhibit “C” shall provide that University, in its sole and absolute discretion, may relocate the New Easement to the location of the Original Easement provided: (a) prior to the relocation the University shall provide Salzman with written notice of the relocation and Salzman shall have approved the documents and instruments effecting such relocation, which approval shall not be unreasonably withheld; (b) the nature and use of the easement area is not diminished in any material respect; (c) the area of the Original Easement is free of any improvements, obstructions, or encumbrances that limit or impair the use of the easement area; and (d) University shall provide a title insurance policy insuring such location with no exceptions other than those reasonably acceptable to Salzman. All costs and expenses associated with the

Attachment B

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

relocation of the easement area shall be paid by University, including the cost of the replacement title policy;

WHEREAS, Salzman, acting through and on the advice of counsel, understands it is voluntarily and knowingly signing this Agreement & Release and waiving any and all legal, equitable, and/or administrative claims it may have against University related to, arising out of or based upon the Easement Dispute; and

WHEREAS, University, acting through and on the advice of counsel, understands it is voluntarily and knowingly signing this Agreement & Release and waiving any and all legal, equitable, and/or administrative claims it may have against Salzman related to, arising out of or based upon the Easement Dispute.

TERMS OF AGREEMENT & RELEASE

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

1.0 Incorporation

The above Recital paragraphs are incorporated by reference as though set out in full herein. University seeks to discharge and extinguish any liability and/or obligations whatsoever it may have to Salzman specifically, including and based upon, or arising out of, or relating to the Easement Dispute.

2.0 Payments

2.1 University agrees to pay Salzman the amount of ONE HUNDRED THREE THOUSAND ONE HUNDRED NINETY DOLLARS AND 14/100 (\$103,190.14) (“**Settlement Amount**”) within seven (7) calendar days after the Effective Date. However, if the Effective Date is after June 30, 2018, the Settlement Amount shall be ONE HUNDRED THREE THOUSAND ONE HUNDRED NINETY DOLLARS AND 14/100 (\$103,190.14) plus an amount equal to half of all revenue generated from the cell tower on the University Property from July 1, 2018 until the Effective Date, payable by the University to Salzman within seven (7) calendar days after the Effective Date.

2.2 Payment of the Settlement Amount shall constitute Salzman’s only recovery from University from any and all actual or potential claims arising out of, related to, or based upon the Easement Dispute and no other payments shall be made relative to the Easement Dispute.

3.0 Legal Dispute

The Parties shall take no further legal action, or make or assert any claims, demands, or causes of action against each other relating to, arising out of, or based upon the Easement Dispute.

4.0 Mutual Release

4.1 In consideration of this Agreement & Release, and subject to the timely payment of the Settlement Amount, Salzman, on behalf of its respective past, present and future affiliates,

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

subsidiaries, predecessors, successors, assigns, officers, directors, agents, servants, employees, attorneys, legal representatives, sureties, insurers, insured, guarantors, indemnitors, and shareholders (in their individual and representative capacities), hereby release, acquit and forever discharge University, and its employees, officers, regents, agents, representatives, administrators, insurers, successors, and assigns, from any and all claims, losses, damages, demands, complaints, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities, duties, actions, judgments, appeals/and or causes of action, in law or in equity, of any nature, character or description whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, anticipated or unanticipated, asserted or unasserted, statutory or common law, administrative, contractual or extra-contractual, known or unknown, past, present or future, claimed or unclaimed, direct or indirect, liquidated or uncertain, of any kind whatsoever, including without limitation any claim arising out of or in any way relating to, or based upon the Easement Dispute. Notwithstanding the foregoing, the Parties do not waive, and expressly reserve, all rights, duties and obligations arising under this Agreement & Release and the New Easement.

4.2 In consideration of this Agreement & Release, the University, on behalf of its respective past, present and future employees, officers, regents, agents, representatives, administrators, insurers, successors, and assigns, hereby release, acquit and forever discharge Salzman, and its affiliates, subsidiaries, predecessors, successors, assigns, officers, directors, agents, servants, employees, attorneys, legal representatives, sureties, insurers, insured, guarantors, indemnitors, and shareholders (in their individual and representative capacities) from any and all claims, losses, damages, demands, complaints, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities, duties, actions, judgments, appeals/and or causes of action, in law or in equity, of any nature, character or description whatsoever, whether known or unknown, fixed or contingent, accrued or not yet accrued, anticipated or unanticipated, asserted or unasserted, statutory or common law, administrative, contractual or extra-contractual, known or unknown, past, present or future, claimed or unclaimed, direct or indirect, liquidated or uncertain, of any kind whatsoever, including without limitation any claim arising out of or in any way relating to, or based upon the Easement Dispute. Notwithstanding the foregoing, the Parties do not waive, and expressly reserve, all rights, duties and obligations arising under this Agreement & Release and the New Easement.

4.3 The Parties acknowledge that they may discover material facts in addition to or different from those which they now know or believe to be true with respect to the claims, but that it is their intention to fully, finally, and forever settle and release all claims, disputes, and differences referred to above, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed, related to the Easement Dispute, and that in furtherance of such intention, this Agreement & Release will remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts.

4.4 The Parties acknowledge they have been advised by their own legal counsel in connection with this Agreement & Release, including but not limited to the granting of the releases contained herein, and have thoroughly read and are familiar with the same.

4.5 Salzman agrees that if it hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the claims released hereunder, or in any manner asserts against University any of the claims released hereunder, then it will pay, in

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

addition to any other damages caused to University thereby, all attorneys' fees and costs incurred by University in defending or otherwise responding to said suit or claim.

4.6 The University agrees that if it hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the claims released hereunder, or in any manner asserts against Salzman any of the claims released hereunder, then it will pay, in addition to any other damages caused to Salzman thereby, all attorneys' fees and costs incurred by Salzman in defending or otherwise responding to said suit or claim.

4.7 Salzman represents and warrants that there has been no assignment or other transfer of any interest, in any claim, which it may have against University arising out of the Easement Dispute, and agrees to indemnify, defend and hold University harmless from any liability, claims, demands, damages, costs, expenses or attorneys' fees incurred by University as a result of any person or entity enforcing any such assignment or transfer of any rights or claims under any such assignment or transfer. It is the intention of the Parties that this indemnity does not require payment as a condition precedent to recovery by University against Salzman, under this indemnity.

4.8 The University represents and warrants that there has been no assignment or other transfer of any interest, in any claim, which it may have against Salzman arising out of the Easement Dispute, and agrees to indemnify, defend and hold Salzman harmless from any liability, claims, demands, damages, costs, expenses or attorneys' fees incurred by Salzman as a result of any person or entity enforcing any such assignment or transfer of any rights or claims under any such assignment or transfer. It is the intention of the Parties that this indemnity does not require payment as a condition precedent to recovery by Salzman against University, under this indemnity.

4.9 The Parties acknowledge that this Agreement & Release is a public record and may be disclosed pursuant to law, including but not limited to, in response to subpoena, court order, or request of any member of the Nevada System of Higher Education Board of Regents.

4.10 This Agreement & Release is subject to the provisions of the State of Nevada Public Records Act, Nev. Rev. Stat. 239.010, which provides that all books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

5.0 Purpose of Compromise and Settlement

It is understood and agreed that the Parties have each entered into this Agreement & Release solely for the purpose of settling and compromising the Easement Dispute and nothing contained in this Agreement & Release, its execution, or its performance shall be deemed to be an admission or acknowledgement of liability, the existence of damages, or the amount of any damages relating to the Easement Dispute, on the part of University. This Agreement & Release is made in compromise, settlement, accord and satisfaction, and discharge of loss, damage, claims, actions, causes of action, suits and liability, which are each and all uncertain, doubtful and disputed. University expressly denies any and all liability and/or wrongdoing of any type.

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

6.0 Binding Effect

This Agreement & Release shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, predecessors, agents, attorneys, representatives, insured, and assigns. Except as specifically provided in this Agreement & Release, this Agreement & Release is not intended to create, and shall not create, any rights to any person who is not a party to this Agreement & Release.

7.0 Entire Agreement

This Agreement & Release contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements between them respecting the subject matter. This Agreement & Release may not be changed, modified, terminated, or amended in any manner orally, but only by a written instrument executed by the Parties.

8.0 Construction

The terms and conditions of this Agreement & Release shall be construed as a whole according to its fair meaning and not strictly for or against any Party. This Agreement & Release has been negotiated between the respective Parties' attorneys. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement & Release.

9.0 Waiver

No breach of any provision of this Agreement & Release can be waived, unless in writing. Waiver of any one breach, of any provision hereof, shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

10.0 Severability

If any term of this Agreement & Release or the application of any term of this Agreement & Release should be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, all provisions, covenants and conditions of this Agreement & Release, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

11.0 Attorneys' Fees and Costs

Each Party agrees to be responsible for its own attorneys' fees, costs, and any and all expenses of any nature incurred in the Easement Dispute, or pursuing any claims relating to, arising out of, or based upon the Easement Dispute and in negotiating this Agreement & Release.

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12.0 Governing Law and Forum

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement & Release. Any action to interpret or enforce the terms of this Agreement & Release shall be in a court of competent jurisdiction in the State of Nevada, County of Clark.

13.0 Necessary Dispute

The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such actions as may be necessary and/or proper to carry out the provisions and intent of this Agreement & Release.

13.1 Other than the representations made in this Agreement & Release, no representation of any kind concerning any subject has been made by or on behalf of any Party which has in any way influenced any Party's decision to enter into this Agreement & Release.

13.2 Salzman and University represent that they fully understand and voluntarily accept these terms and conditions; and that this Agreement & Release was reached after an arms-length good faith negotiation.

13.3 Should any Party reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement & Release, including but not limited to, instituting any action or proceeding to enforce any of its provisions, for damages by reason of any alleged breach of its provisions, for a declaration of such Party's rights or obligations hereunder, or for any judicial remedy, then, if said matter is settled by judicial determination (which term includes arbitration judicially affirmed), the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred thereby. All costs and expenses would include, but are not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing Party. However, the Parties shall first openly communicate and work in a spirit of good faith and cooperation to resolve any perceived disputes before engaging in any type of litigation.

14.0 Counterparts

14.1 This Agreement & Release may be executed in any number of counterparts; each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

14.2 Any signature page of this Agreement & Release may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages.

14.3 This Agreement & Release may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), which facsimile signatures shall be as binding and effective as original signatures and that photocopies or facsimiles of the fully executed Agreement & Release shall be deemed as original copies.

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNLV/SALZMAN EASEMENT DISPUTE

15.0 Taxes

The parties shall be respectively and solely responsible for any tax consequences resulting from any payments made under this Agreement & Release and agree that none of the Parties to this settlement have rendered any tax advice whatsoever to the other Party regarding any tax consequences relating to, or arising out of, this Agreement & Release. Each Party warrants they have received no tax advice whatsoever from the other Party, their counsel, representatives, employees etc. Each Party has the duty to determine their own tax consequences by contacting their own experts, consultants, attorneys, accountants, etc.

16.0 Acknowledgement

By executing this Agreement & Release, the Parties acknowledge and warrant they have read and understood its terms, that they have signed it voluntarily and that they have had the opportunity to discuss its terms with their own counsel. Furthermore, in reaching this Agreement & Release, each Party represents that it has relied exclusively on the advice of its attorney(s) and not on any advice or representation by the other Party or any attorney, officer, employee or agent of the other Party.

[SIGNATURE PAGE TO FOLLOW]

Attachment B

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
UNLV/SALZMAN EASEMENT DISPUTE**

IN WITNESS WHEREOF, Salzman further represents and declares that it has carefully read this Agreement & Release and knows the contents thereof, and that it signed the same freely and voluntarily.

DATED: ____ Day of _____, 2018

SALZMAN FAMILY TRUST

Name: Joanne B. Salzman
Title: Trustee

IN WITNESS WHEREOF, University further represents and declares that it has carefully read this Agreement & Release and knows the contents thereof, and that it signed the same freely and voluntarily.

DATED: ____ Day of _____, 2018

**STATE OF NEVADA ex rel. its BOARD
OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

President
University of Nevada, Las Vegas

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A G R E E M E N T

1 THIS AGREEMENT, made and entered into this 2nd day of
2 September, 1974, by and between L.A.L.V. INVESTMENT COMPANY,
3 a limited partnership, and JOANNE SALZMAN and EUGENE SALZMAN,

4 W I T N E S S E T H :

5 WHEREAS, L.A.L.V. INVESTMENT COMPANY owns and has title
6 to that real estate and real property in Clark County, Nevada
7 described as follows:

8 The East Half (E½) of the Northwest Quarter
9 (NW¼) of the Northwest Quarter (NW¼) of the
10 Northwest Quarter (NW¼) of Section 23,
Township 21 South, Range 61 East, M.D.B.&M.
(Being Government Lot 15 in said section), and

11 WHEREAS, JOANNE SALZMAN and EUGENE SALZMAN are the owners
12 of the following described real property, situate in Clark
13 County, Nevada:

14 South 95.36 feet of Government Lot 16, in
15 Section 23, Township 21 South, Range 61 East,
Clark County, Nevada, and containing .64 acres, and

16 WHEREAS, the parties desire to establish a common right-of-
17 way across the southerly 18' of both of the properties described
18 above,

19 NOW, THEREFORE, L.A.L.V. INVESTMENT COMPANY and JOANNE
20 SALZMAN and EUGENE SALZMAN do, for themselves, their heirs,
21 executors, administrators, assigns and successors in interest,
22 covenant and agree with each other that an easement for a
23 common right-of-way is created over the southerly 18' of the
24 property owned by each party, to provide ingress and egress
25 over said southerly 18' from Escondido Street to Maryland
26 Parkway, said property to be kept open for the joint use and
27 benefit of the parties and their successors in interest, and
28 not to be closed or have any buildings erected thereon, without
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1 the consent of the said parties, or their successors in
2 interest.

4 L.A.L.V. INVESTMENT COMPANY

6 By Wing Fong

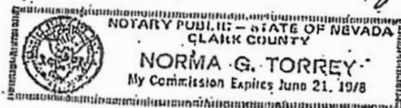
9 Joanne Salzman
10 JOANNE SALZMAN

11 Eugene Salzman
12 EUGENE SALZMAN

14 STATE OF NEVADA }
15 COUNTY OF CLARK } SS:

16 On this 30th day of September, 1974, personally appeared
17 before me, a Notary Public in and for said County and State,
18 WING FONG, known to me to be a Limited Partner of L.A.L.V.
19 INVESTMENT COMPANY, who executed the foregoing instrument and
20 acknowledged to me that the same was executed voluntarily and
21 for the uses and purposes therein mentioned.

23 Norma G. Torrey
24 Notary Public



28 STATE OF NEVADA }
29 COUNTY OF CLARK } SS:

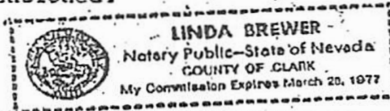
30 On this 20th day of September, 1974, personally
31 appeared before me, a Notary Public in and for said County and
32 State, JOANNE SALZMAN and EUGENE SALZMAN, known to me to be

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4-3

1 the persons described in and who executed the foregoing
2 instrument and who acknowledged to me that they executed the
3 same voluntarily and for the uses and purposes therein
4 mentioned.



Linda Brewer
Notary Public

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The granting of the foregoing easement is hereby approved,

JOHNSON STORES, INC.

By Edward A. Tatro
EDWARD A. TATRO

ARDAN JEWELERS & DISTRIBUTORS

By Ronald L. Daniels
RONALD L. DANIELS

LARCHFIELD CORP.

By Philip H. LaChapelle
PHILIP H. LACHAPELLE

RETURN TO:

L.A. L.V. INVESTMENT CO
C/O WING FONG
1553 N. DECATUR BLVD
LAS VEGAS, NEV. 89108

437518
INST. NO. 478
OFFICIAL RECORD BOOK NO. 478
RECORDED AT REQUEST OF
S. J. H. W. Investment Co
DEC 3 2 16 PM '74
CLARK COUNTY NEVADA
PAUL E. HORN RECORDER
FEE 6.00 DEPUTY ma

6.00

Attachment B

Exhibit "B"

**APN(s): 162-23-101-003 &
162-23-101-005**

**WHEN RECORDED MAIL TO:
University of Nevada, Las Vegas
Real Estate Office
4505 S. Maryland Parkway,
Box 451018
Las Vegas, NV 89154-1018**

RELINQUISHMENT OF EASEMENT RIGHTS

Salzman Family Trust by and through Joanne B. Salzman, Trustee, successor in interest to Joanne Salzman and Eugene Salzman, relinquishes and reconveys unto the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas legal rights to all easements, rights of way and other rights granted in that certain Agreement recorded December 3, 1974 at 2:16 PM, in Book No. 478 as Instrument No. 437518 of Official Records in the Office of the Recorder of Clark County, Nevada (the "Easement"), in, over and across the following property:

The East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 23, Township 21 South, Range 61 East, M.D.B. &M (Being Government Lot 15 in said section), and

The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas relinquishes and reconveys unto the Salzman Family Trust by and through Joanne B. Salzman, Trustee, successor in interest to Joanne Salzman and Eugene Salzman, legal rights to all easements, rights of way and other rights granted in the Easement in, over and across the following property:

South 95.36 feet of Government Lot 16, in Section 23, Township 21 South, Range 61 East, Clark County, Nevada and containing .64 acres.

Attachment B

**BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED:

BY: _____
President
University of Nevada, Las Vegas

APPROVED:

BY: _____
Chancellor
Nevada System of Higher Education

Date: _____

APPROVED AS TO LEGAL FORM:

BY: _____
General Counsel
University of Nevada, Las Vegas

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public on this _____ day of _____,
2018 by _____ as President of UNLV.

NOTARY PUBLIC in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public on this _____ day of _____,
2018 by _____ Chancellor, NSHE.

NOTARY PUBLIC in and for said County and State

Attachment B

SALZMAN FAMILY TRUST

BY: _____
Joanne Salzman, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a notary public on this _____ day of _____, 2018 by Joanne Salzman.

NOTARY PUBLIC in and for said County and State

Attachment B

APN: 162-23-101-003
162-23-101-005

WHEN RECORDED, MAIL TO:

Holley, Driggs, Walch
400 S. 4th Street, Suite 300
Las Vegas, Nevada 89101
Attn.: F. Thomas Edwards

GRANT OF EASEMENT

This Grant of Easement ("**Agreement**"), entered into by and between the Board of Regents of the Nevada System of Higher Education, on behalf of University of Nevada, Las Vegas ("**UNLV**") and Joanne B. Salzman, Trustee of the Salzman Family Trust, a revocable trust, under declaration of Trust dated April 17, 1990 ("**Salzman**"), successor Trustee to Eugene L. Salzman, individually referred to as ("**Party**") and collectively referred to as the parties ("**Parties**"). This Agreement is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH

WHEREAS, UNLV owns and has title to real property located in Clark County, Nevada, as described as follows:

GOVERNMENT LOT FIFTEEN (15), LYING WITHIN THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST. M.D.M.

EXCEPTING THEREFROM THE NORTHERLY FIFTY (50) FEET CONVEYED TO THE COUNTY OF CLARK BY GRANT DEED RECORDED, APRIL 23, 1963 IN BOOK 439 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO 353957.

Attachment B

ALSO EXCEPTING THEREFROM THE EASTERLY THRITY (30) FEET CONVEYED TO THE COUNTY OF CLARK BY GRANT DEED RECORDED DECEMBER 21, 1967 IN BOOK 843 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO 676804.

ALSO EXCEPTING THAT CERTAIN SPANDREL AREA CONVEYED TO THE COUNTY OF CLARK BY GRANT, BARGAIN, SALE DEED RECORDED JULY 10, 1995 IN BOOK 950710 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 00409.

WHEREAS, Salzman owns and has title to real property located in Clark County, Nevada, and is described as follows:

SOUTH 95.36 FEET OF GOVERNMENT LOT SIXTEEN (16), IN SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST, CLARK COUNTY, NEVADA, AND CONTAINING .64 ACRES

WHEREAS, the Parties agree to enter into the Agreement for the purpose of establishing ingress and egress for the UNLV and Salzman properties;

NOW THEREFORE, the Parties agree to the following:

1. Establishment of the easement over the area described in Exhibit "A" and "A-1" and Exhibit "B" and "B-1", attached hereto and by this reference made a part hereof ("**Easement Area**").
2. This Agreement shall grant, to the benefit of the Parties, joint use of the Easement Area for vehicle and pedestrian ingress and egress and allow access between Escondido Street and Maryland Parkway.
3. The Easement Area shall remain open at all times and not be obstructed by either Party. Should either Party have the need to impede access to the Easement Area for maintenance repairs or other similar necessary purposes, it shall be for a period no longer than required for the necessary maintenance, repair or similar purpose and in no event more than seven (7) days, with forty-eight (48) hour prior written notice provided to the other Party.
4. Each Party shall maintain the Easement Area on its property in good repair. Each Party shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all property and improvements damaged or destroyed on the Easement Area located on the other Party's property caused by the use of the Easement Area by such Party. No Party shall commit or cause any kind of

Attachment B

waste upon the Easement Area located on the other Party's property and shall not allow any workmen's, materialmen's or other liens to be placed upon the Easement Area or the other Party's property.

5. The Easement Area shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct, or delay the use of the property on which the Easement Area is located.
6. UNLV reserves the right to relocate the Easement Area to the area as described below:

SOUTHERLY EIGHTEEN (18) FEET OF BOTH THE PROPERTIES DESCRIBED ABOVE

Provided, however, that prior to the relocation UNLV shall provide Salzman with at least six (6) months written notice of the relocation and Salzman shall have approved the documents and instruments effecting such relocation, which approval shall not be unreasonably withheld. The nature and use of the Easement Area will not diminished in any material respect by the relocation. The new Easement Area will be free of any improvements, obstructions, or encumbrances that limit or impair the use of the Easement Area. UNLV shall provide a title insurance policy insuring such new Easement Area with no exceptions other than those reasonably acceptable to Salzman. All costs and expenses associate with the relocation of the Easement Area shall be paid by UNLV, including the cost of the replacement title policy.

7. The rights, duties, obligations and easements created pursuant to this Agreement shall run with the land and shall be binding on the owners of the burdened property and their successors, affiliates, lessees, and other assigns and are for the benefit of the Parys and their successors and assigns.
8. In the event it is necessary to bring any action, arbitration or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court or arbitrator.
9. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties.

Attachment B

10. This Agreement is made in Nevada and shall be construed and interpreted under the laws of the State of Nevada without giving effect to principles of conflicts of law. Jurisdiction and venue for any action relating to or arising out of this Agreement shall be in the State or Federal Courts in Clark County, Nevada.

11. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

President
University of Nevada Las Vegas

Date

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as President of the UNIVERSITY OF NEVADA, LAS VEGAS.

Signature of Notarial Officer

Notary Seal:

APPROVED:

Chancellor
Nevada System of Higher Education

Date

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as Chancellor of the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION.

Signature of Notarial Officer

Notary Seal:

JOANNE B. SALZMAN, TRUSTEE OF THE SALZMAN FAMILY TRUST
A REVOCABLE TRUST, UNDER DECLARATION OF TRUST DATED APRIL 17, 1990

Date

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as _____.

Signature of Notarial Officer

Notary Seal:

APN: 162-23-101-003
January 30, 2018
By: Derek S. Crowther, PLS

Exhibit 'A'

Explanation

This legal description describes a 18-foot-wide ingress/egress easement. The described easement is generally located in the southwest quadrant of the intersection Flamingo Road and Escondido Street.

Legal Description

A portion of land as described in a document titled "GRANT BARGAIN AND SALE DEED" recorded May 30, 2014 in Book 20140530 as Instrument Number 04067 of Official Records on file at the Clark County, Nevada Recorder's Office and lying within Government Lot 15 of Section 23, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the northerly line thereof, North 89°35'20" East, 688.83 feet to the centerline of Escondido Street; thence departing said line and along the centerline of said Escondido Street, South 02°58'08" East, 584.36 feet; thence departing said centerline, South 87°01'52" West, 30.00 feet to the westerly right-of-way of said Escondido Street and the **Point of Beginning**; thence departing said right-of-way, North 89°52'48" West, 214.45 feet to the beginning of a curve, concave to the south and having a radius of 91.00 feet; thence westerly along said curve, through a central angle of 37°55'18", an arc length of 60.23 feet to the beginning of a reverse curve, concave to the northwest, having a radius of 89.00 feet, through which a radial line bears North 37°48'06" West; thence southwesterly along said curve, through a central angle of 28°36'46", an arc length of 44.45 feet, to a point of non-tangency, to which a radial line bears South 09°11'20" East and to the westerly line of said Government Lot 15; thence along said westerly line, North 03°08'28" West, 18.13 feet to the beginning of a non-tangent curve, concave to the northwest and having a radius of 71.00 feet, from which beginning the radius point bears North 10°43'49" West; thence northeasterly along said curve, through a central angle of 27°04'17", an arc length of 33.55 feet to the beginning of a reverse curve, concave to the south, having a radius of 109.00 feet, through which a radial line bears South 37°48'06" East; thence easterly along said curve, through a central angle of 37°55'18", an arc length of 72.14 feet; thence South 89°52'48" East, 213.48 feet to the westerly right-of-way of said Escondido Street; thence along said right-of-way, South 02°58'08" East, 18.03 feet to the **Point of Beginning**.

Containing 5,745 square feet, more or less.



Attachment B

Basis of Bearings

North 03°18'53" West, being the west line of the Northwest Quarter (NW 1/4) of Section 23, Township 21 South, Range 61 East, M.D.M., as shown in File 94, Page 28 of Surveys on file at the Clark County, Nevada Recorder's Office.

(As shown on Exhibit "A-1" attached hereto and by this reference made a part hereof)

End of description.

Derek S. Crowther, PLS
Professional Land Surveyor
Nevada License No. 16445



**EXHIBIT 'A-1' TO ACCOMPANY
LEGAL DESCRIPTION**

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S87°01'52"W	30.00'
L2	N89°52'48"W	214.45'
L3	N03°08'28"W	18.13'
L4	S89°52'48"E	213.48'
L5	S02°58'08"E	18.03'

RADIAL LINE TABLE	
RADIAL LINE	DIRECTION
R1	N37°48'06"W
R2	S9°11'20"E
R3	N10°43'49"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	91.00'	37°55'18"	60.23'	31.26'
C2	89.00'	28°36'46"	44.45'	22.70'
C3	71.00'	27°04'17"	33.55'	17.09'
C4	109.00'	37°55'18"	72.14'	37.45'

ADJOINING PROPERTY INFORMATION

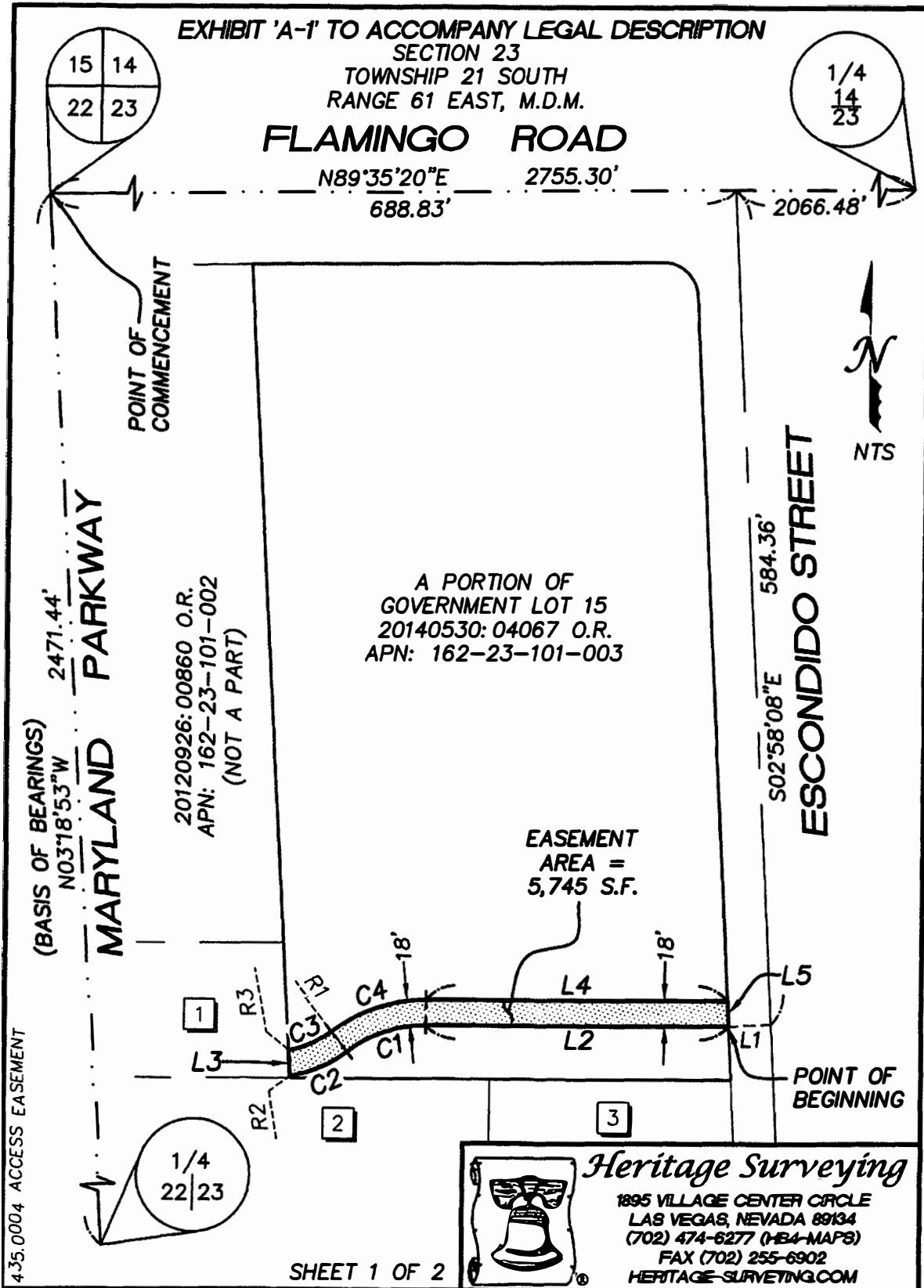
- 1 19900425:0834 O.R.
APN: 162-23-101-005
(NOT A PART)
- 2 LOT 1 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-006
(NOT A PART)
- 3 LOT 2 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-007
(NOT A PART)

435.0004 ACCESS EASEMENT

SHEET 2 OF 2



Heritage Surveying
1895 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134
(702) 474-6277 (H84-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM



Attachment B

APN: 162-23-101-005

April 5, 2018

By: Derek S. Crowther, PLS

Exhibit 'B'

Explanation

This legal description describes an 18-foot-wide ingress/egress easement. The described easement is generally located in the southeast quadrant of the intersection Flamingo Road and Maryland Parkway.

Legal Description

A portion of land as described in a document titled "GRANT BARGAIN AND SALE DEED" recorded April 25, 1990 in Book 19900425 as Instrument Number 0834 of Official Records on file at the Clark County, Nevada Recorder's Office and lying within Government Lot 16 of Section 23, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the westerly line thereof, South 03°18'53" East, 617.86 feet; thence departing said line, South 89°52'48" East, 50.09 feet to the easterly right-of-way of Maryland Parkway and the **Point of Beginning**; thence along the easterly right-of-way of said Maryland Parkway, North 03°18'53" West, 18.03 feet; thence departing said right-of-way, South 89°52'48" East, 279.23 feet to the beginning of a curve, concave to the north and having a radius of 71.00 feet; thence easterly along said curve, through a central angle of 10°51'01", an arc length of 13.45 feet, to a point of non-tangency, to which a radial line bears South 10°43'49" East and to the easterly line of said Government Lot 16; thence along the easterly line of said Government Lot 16, South 03°08'28" East, 18.13 feet to the beginning of a non-tangent curve, concave to the north and having a radius of 89.00 feet, from which beginning the radius point bears North 09°11'20" West; thence westerly along said curve, through a central angle of 09°18'32", an arc length of 14.46 feet to the southerly line of said Government Lot 16; thence along the southerly line of said Government Lot 16, North 89°52'48" West, 278.15 feet to the **Point of Beginning**.

Containing 5,268 square feet, more or less.

Page 1 of 2

P:_Current Projects\453.0004.02 99cent Easement\Legals & Exhibits\453.0004.02 Offsite Access Easement.docx



Heritage Surveying

1895 Village Center Circle • Las Vegas, NV 89134 • (702)474-6277 HS4-MAPS • (702)255-6902 - Fax
www.Heritage-Surveying.com

Attachment B

Basis of Bearings

South 03°18'53" East, being the west line of the Northwest Quarter (NW 1/4) of Section 23, Township 21 South, Range 61 East, M.D.M., as shown in File 94, Page 28 of Surveys on file at the Clark County, Nevada Recorder's Office.

(As shown on Exhibit "B-1" attached hereto and by this reference made a part hereof)

End of description.

Derek S. Crowther, PLS
Professional Land Surveyor
Nevada License No. 16445



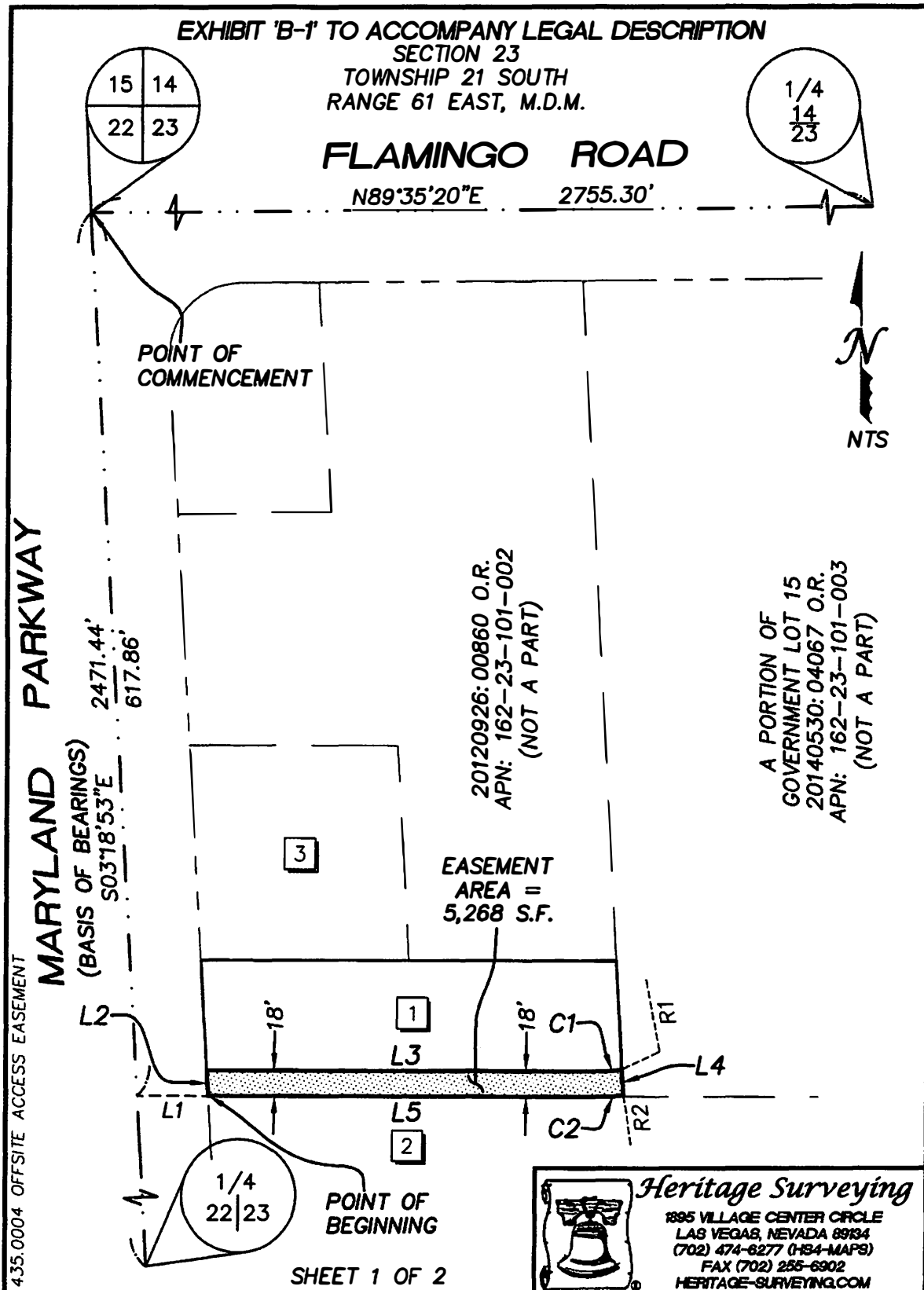


EXHIBIT 'B-1' TO ACCOMPANY
LEGAL DESCRIPTION

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S89°52'48"E	50.09'
L2	N03°18'53"W	18.03'
L3	S89°52'48"E	279.23'
L4	S03°08'28"E	18.13'
L5	N89°52'48"W	278.15'

RADIAL LINE TABLE

RADIAL LINE	DIRECTION
R1	S10°43'49"E
R2	S9°11'20"E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	71.00'	10°51'01"	13.45'	6.74'
C2	89.00'	9°18'32"	14.46'	7.25'

PROPERTY INFORMATION

- 1 A PORTION OF GOVERNMENT LOT 16
19900425: 0834 O.R.
APN: 162-23-101-005
- 2 LOT 1 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-006
(NOT A PART)
- 3 20120926: 0860 O.R.
APN: 162-23-101-004
(NOT A PART)

4-35.0004 OFFSITE ACCESS EASEMENT

SHEET 2 OF 2



Heritage Surveying

1895 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134
(702) 474-6277 (HS4-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

Attachment C

**APN(s): 162-23-101-003 &
162-23-101-005**

**WHEN RECORDED MAIL TO:
University of Nevada, Las Vegas
Real Estate Office
4505 S. Maryland Parkway,
Box 451018
Las Vegas, NV 89154-1018**

RELINQUISHMENT OF EASEMENT RIGHTS

Salzman Family Trust by and through Joanne B. Salzman, Trustee, successor in interest to Joanne Salzman and Eugene Salzman, relinquishes and reconveys unto the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas legal rights to all easements, rights of way and other rights granted in that certain Agreement recorded December 3, 1974 at 2:16 PM, in Book No. 478 as Instrument No. 437518 of Official Records in the Office of the Recorder of Clark County, Nevada (the "Easement"), in, over and across the following property:

The East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 23, Township 21 South, Range 61 East, M.D.B. &M (Being Government Lot 15 in said section), and

The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas relinquishes and reconveys unto the Salzman Family Trust by and through Joanne B. Salzman, Trustee, successor in interest to Joanne Salzman and Eugene Salzman, legal rights to all easements, rights of way and other rights granted in the Easement in, over and across the following property:

South 95.36 feet of Government Lot 16, in Section 23, Township 21 South, Range 61 East, Clark County, Nevada and containing .64 acres.

Attachment C

**BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED:

BY: _____
President
University of Nevada, Las Vegas

APPROVED:

BY: _____
Chancellor
Nevada System of Higher Education

Date: _____

APPROVED AS TO LEGAL FORM:

BY: _____
General Counsel
University of Nevada, Las Vegas

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public on this _____ day of _____,
2018 by _____ as President of UNLV.

NOTARY PUBLIC in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public on this _____ day of _____,
2018 by _____ Chancellor, NSHE.

NOTARY PUBLIC in and for said County and State

Attachment C

SALZMAN FAMILY TRUST

BY: _____
Joanne Salzman, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, a notary public on this _____ day of _____, 2018 by Joanne Salzman.

NOTARY PUBLIC in and for said County and State

Attachment D

APN: 162-23-101-003
162-23-101-005

WHEN RECORDED, MAIL TO:

Holley, Driggs, Walch
400 S. 4th Street, Suite 300
Las Vegas, Nevada 89101
Attn.: F. Thomas Edwards

GRANT OF EASEMENT

This Grant of Easement (“**Agreement**”), entered into by and between the Board of Regents of the Nevada System of Higher Education, on behalf of University of Nevada, Las Vegas (“**UNLV**”) and Joanne B. Salzman, Trustee of the Salzman Family Trust, a revocable trust, under declaration of Trust dated April 17, 1990 (“**Salzman**”), successor Trustee to Eugene L. Salzman, individually referred to as (“**Party**”) and collectively referred to as the parties (“**Parties**”). This Agreement is effective as of the last date any authorized signatory affixes his/her signature below (“**Effective Date**”).

WITNESSETH

WHEREAS, UNLV owns and has title to real property located in Clark County, Nevada, as described as follows:

GOVERNMENT LOT FIFTEEN (15), LYING WITHIN THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST. M.D.M.

EXCEPTING THEREFROM THE NORTHERLY FIFTY (50) FEET CONVEYED TO THE COUNTY OF CLARK BY GRANT DEED RECORDED, APRIL 23, 1963 IN BOOK 439 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO 353957.

Attachment D

ALSO EXCEPTING THEREFROM THE EASTERLY THRITY (30) FEET CONVEYED TO THE COUNTY OF CLARK BY GRANT DEED RECORDED DECEMBER 21, 1967 IN BOOK 843 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO 676804.

ALSO EXCEPTING THAT CERTAIN SPANDREL AREA CONVEYED TO THE COUNTY OF CLARK BY GRANT, BARGAIN, SALE DEED RECORDED JULY 10, 1995 IN BOOK 950710 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 00409.

WHEREAS, Salzman owns and has title to real property located in Clark County, Nevada, and is described as follows:

SOUTH 95.36 FEET OF GOVERNMENT LOT SIXTEEN (16), IN SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST, CLARK COUNTY, NEVADA, AND CONTAINING .64 ACRES

WHEREAS, the Parties agree to enter into the Agreement for the purpose of establishing ingress and egress for the UNLV and Salzman properties;

NOW THEREFORE, the Parties agree to the following:

1. Establishment of the easement over the area described in Exhibit "A" and "A-1" and Exhibit "B" and "B-1", attached hereto and by this reference made a part hereof ("**Easement Area**").
2. This Agreement shall grant, to the benefit of the Parties, joint use of the Easement Area for vehicle and pedestrian ingress and egress and allow access between Escondido Street and Maryland Parkway.
3. The Easement Area shall remain open at all times and not be obstructed by either Party. Should either Party have the need to impede access to the Easement Area for maintenance repairs or other similar necessary purposes, it shall be for a period no longer than required for the necessary maintenance, repair or similar purpose and in no event more than seven (7) days, with forty-eight (48) hour prior written notice provided to the other Party.
4. Each Party shall maintain the Easement Area on its property in good repair. Each Party shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all property and improvements damaged or destroyed on the Easement Area located on the other Party's property caused by the use of the Easement Area by such Party. No Party shall commit or cause any kind of

Attachment D

waste upon the Easement Area located on the other Party's property and shall not allow any workmen's, materialmen's or other liens to be placed upon the Easement Area or the other Party's property.

5. The Easement Area shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct, or delay the use of the property on which the Easement Area is located.
6. UNLV reserves the right to relocate the Easement Area to the area as described below:

SOUTHERLY EIGHTEEN (18) FEET OF BOTH THE PROPERTIES DESCRIBED ABOVE

Provided, however, that prior to the relocation UNLV shall provide Salzman with at least six (6) months written notice of the relocation and Salzman shall have approved the documents and instruments effecting such relocation, which approval shall not be unreasonably withheld. The nature and use of the Easement Area will not diminished in any material respect by the relocation. The new Easement Area will be free of any improvements, obstructions, or encumbrances that limit or impair the use of the Easement Area. UNLV shall provide a title insurance policy insuring such new Easement Area with no exceptions other than those reasonably acceptable to Salzman. All costs and expenses associate with the relocation of the Easement Area shall be paid by UNLV, including the cost of the replacement title policy.

7. The rights, duties, obligations and easements created pursuant to this Agreement shall run with the land and shall be binding on the owners of the burdened property and their successors, affiliates, lessees, and other assigns and are for the benefit of the Parys and their successors and assigns.
8. In the event it is necessary to bring any action, arbitration or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court or arbitrator.
9. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties.

Attachment D

- 10. This Agreement is made in Nevada and shall be construed and interpreted under the laws of the State of Nevada without giving effect to principles of conflicts of law. Jurisdiction and venue for any action relating to or arising out of this Agreement shall be in the State or Federal Courts in Clark County, Nevada.
- 11. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

 President
 University of Nevada Las Vegas

 Date

STATE OF _____)
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as President of the UNIVERSITY OF NEVADA, LAS VEGAS.

 Signature of Notarial Officer

Notary Seal:

Attachment D

APPROVED:

Chancellor
Nevada System of Higher Education

Date

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as Chancellor of the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION.

Signature of Notarial Officer

Notary Seal:

JOANNE B. SALZMAN, TRUSTEE OF THE SALZMAN FAMILY TRUST
A REVOCABLE TRUST, UNDER DECLARATION OF TRUST DATED APRIL 17, 1990

Date

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____ as _____.

Signature of Notarial Officer

Notary Seal:

Attachment D

APN: 162-23-101-003
January 30, 2018
By: Derek S. Crowther, PLS

Exhibit 'A'

Explanation

This legal description describes a 18-foot-wide ingress/egress easement. The described easement is generally located in the southwest quadrant of the intersection Flamingo Road and Escondido Street.

Legal Description

A portion of land as described in a document titled "GRANT BARGAIN AND SALE DEED" recorded May 30, 2014 in Book 20140530 as Instrument Number 04067 of Official Records on file at the Clark County, Nevada Recorder's Office and lying within Government Lot 15 of Section 23, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the northerly line thereof, North 89°35'20" East, 688.83 feet to the centerline of Escondido Street; thence departing said line and along the centerline of said Escondido Street, South 02°58'08" East, 584.36 feet; thence departing said centerline, South 87°01'52" West, 30.00 feet to the westerly right-of-way of said Escondido Street and the **Point of Beginning**; thence departing said right-of-way, North 89°52'48" West, 214.45 feet to the beginning of a curve, concave to the south and having a radius of 91.00 feet; thence westerly along said curve, through a central angle of 37°55'18", an arc length of 60.23 feet to the beginning of a reverse curve, concave to the northwest, having a radius of 89.00 feet, through which a radial line bears North 37°48'06" West; thence southwesterly along said curve, through a central angle of 28°36'46", an arc length of 44.45 feet, to a point of non-tangency, to which a radial line bears South 09°11'20" East and to the westerly line of said Government Lot 15; thence along said westerly line, North 03°08'28" West, 18.13 feet to the beginning of a non-tangent curve, concave to the northwest and having a radius of 71.00 feet, from which beginning the radius point bears North 10°43'49" West; thence northeasterly along said curve, through a central angle of 27°04'17", an arc length of 33.55 feet to the beginning of a reverse curve, concave to the south, having a radius of 109.00 feet, through which a radial line bears South 37°48'06" East; thence easterly along said curve, through a central angle of 37°55'18", an arc length of 72.14 feet; thence South 89°52'48" East, 213.48 feet to the westerly right-of-way of said Escondido Street; thence along said right-of-way, South 02°58'08" East, 18.03 feet to the **Point of Beginning**.

Containing 5,745 square feet, more or less.



Attachment D

Basis of Bearings

North 03°18'53" West, being the west line of the Northwest Quarter (NW 1/4) of Section 23, Township 21 South, Range 61 East, M.D.M., as shown in File 94, Page 28 of Surveys on file at the Clark County, Nevada Recorder's Office.

(As shown on Exhibit "A-1" attached hereto and by this reference made a part hereof)

End of description.

Derek S. Crowther, PLS
Professional Land Surveyor
Nevada License No. 16445



**EXHIBIT 'A-1' TO ACCOMPANY
LEGAL DESCRIPTION**

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S87°01'52"W	30.00'
L2	N89°52'48"W	214.45'
L3	N03°08'28"W	18.13'
L4	S89°52'48"E	213.48'
L5	S02°58'08"E	18.03'

RADIAL LINE TABLE

RADIAL LINE	DIRECTION
R1	N37°48'06"W
R2	S9°11'20"E
R3	N10°43'49"W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	91.00'	37°55'18"	60.23'	31.26'
C2	89.00'	28°36'46"	44.45'	22.70'
C3	71.00'	27°04'17"	33.55'	17.09'
C4	109.00'	37°55'18"	72.14'	37.45'

ADJOINING PROPERTY INFORMATION

- 1 19900425: 0834 O.R.
APN: 162-23-101-005
(NOT A PART)
- 2 LOT 1 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-006
(NOT A PART)
- 3 LOT 2 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-007
(NOT A PART)

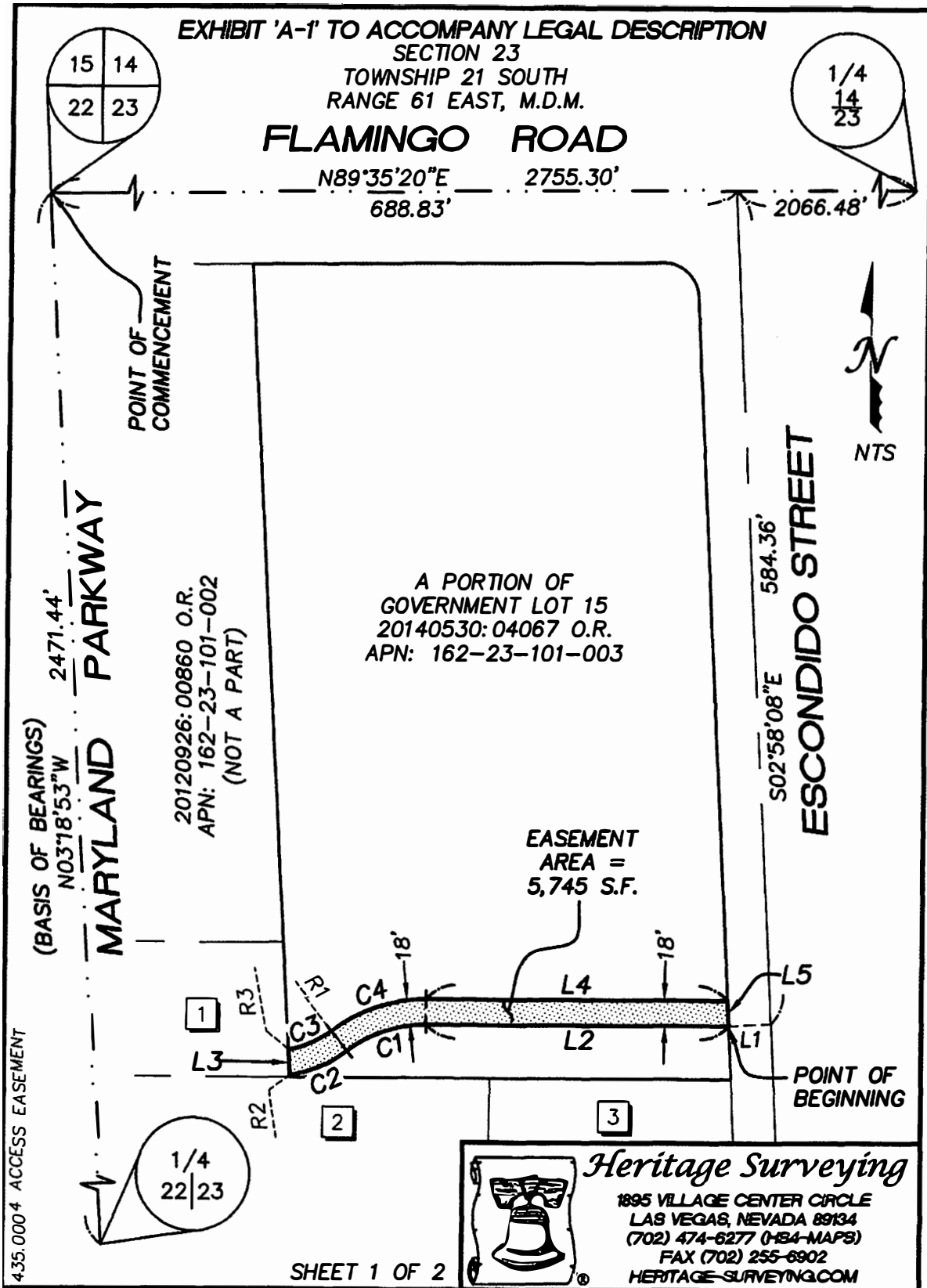
435.0004 ACCESS EASEMENT

SHEET 2 OF 2



Heritage Surveying

1895 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134
(702) 474-6277 (H94-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM



Attachment D

APN: 162-23-101-005
April 5, 2018
By: Derek S. Crowther, PLS

Exhibit 'B'

Explanation

This legal description describes an 18-foot-wide ingress/egress easement. The described easement is generally located in the southeast quadrant of the intersection Flamingo Road and Maryland Parkway.

Legal Description

A portion of land as described in a document titled "GRANT BARGAIN AND SALE DEED" recorded April 25, 1990 in Book 19900425 as Instrument Number 0834 of Official Records on file at the Clark County, Nevada Recorder's Office and lying within Government Lot 16 of Section 23, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

*Commencing at the northwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the westerly line thereof, South 03°18'53" East, 617.86 feet; thence departing said line, South 89°52'48" East, 50.09 feet to the easterly right-of-way of Maryland Parkway and the **Point of Beginning**; thence along the easterly right-of-way of said Maryland Parkway, North 03°18'53" West, 18.03 feet; thence departing said right-of-way, South 89°52'48" East, 279.23 feet to the beginning of a curve, concave to the north and having a radius of 71.00 feet; thence easterly along said curve, through a central angle of 10°51'01", an arc length of 13.45 feet, to a point of non-tangency, to which a radial line bears South 10°43'49" East and to the easterly line of said Government Lot 16; thence along the easterly line of said Government Lot 16, South 03°08'28" East, 18.13 feet to the beginning of a non-tangent curve, concave to the north and having a radius of 89.00 feet, from which beginning the radius point bears North 09°11'20" West; thence westerly along said curve, through a central angle of 09°18'32", an arc length of 14.46 feet to the southerly line of said Government Lot 16; thence along the southerly line of said Government Lot 16, North 89°52'48" West, 278.15 feet to the **Point of Beginning**.*

Containing 5,268 square feet, more or less.



Attachment D

Basis of Bearings

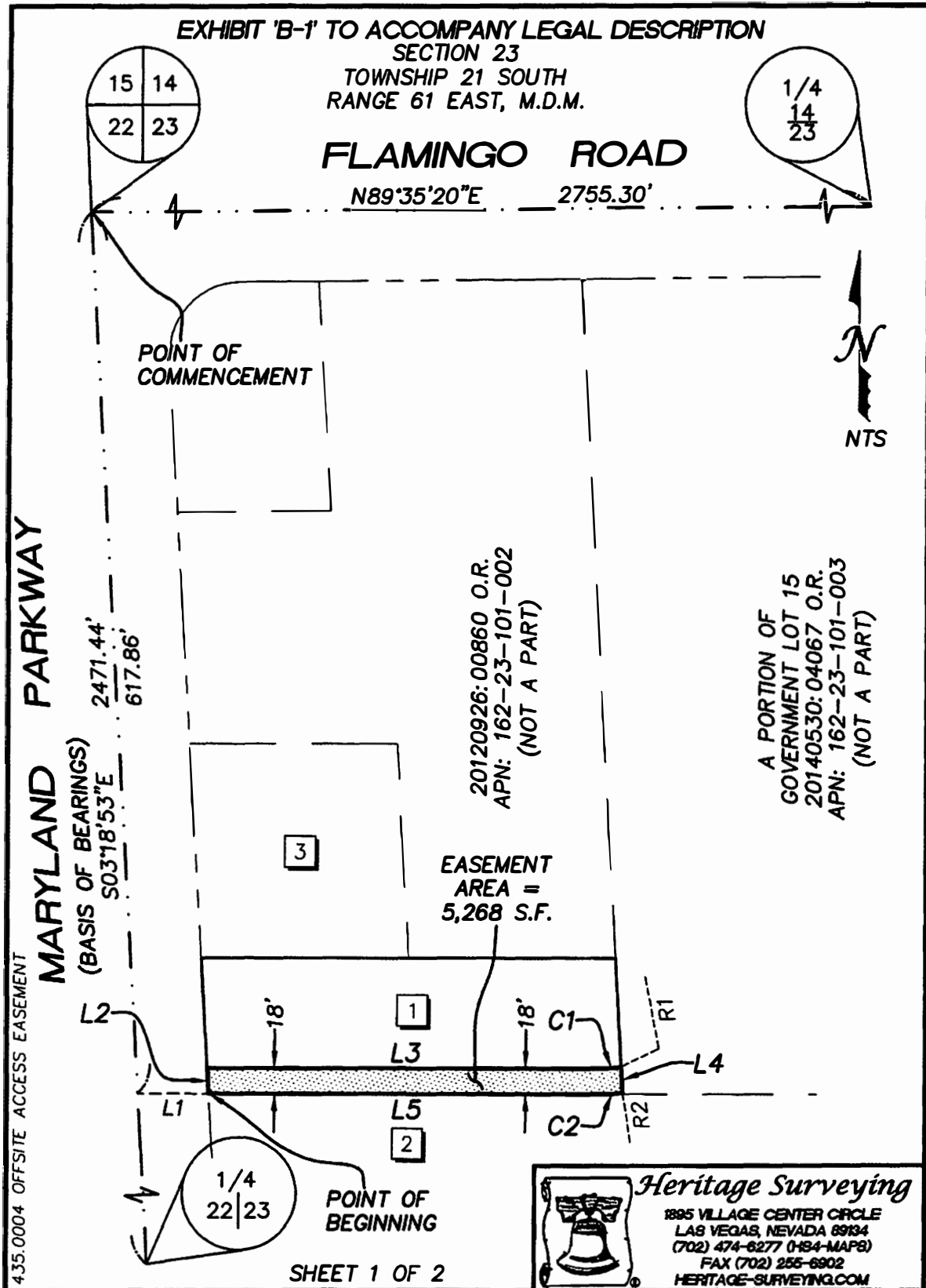
South 03°18'53" East, being the west line of the Northwest Quarter (NW 1/4) of Section 23, Township 21 South, Range 61 East, M.D.M., as shown in File 94, Page 28 of Surveys on file at the Clark County, Nevada Recorder's Office.

(As shown on Exhibit "B-1" attached hereto and by this reference made a part hereof)

End of description.

Derek S. Crowther, PLS
Professional Land Surveyor
Nevada License No. 16445





Heritage Surveying
 1895 VILLAGE CENTER CIRCLE
 LAS VEGAS, NEVADA 89134
 (702) 474-6277 (484-MAPS)
 FAX (702) 255-6902
 HERITAGE-SURVEYING.COM

**EXHIBIT 'B-1' TO ACCOMPANY
LEGAL DESCRIPTION**

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S89°52'48"E	50.09'
L2	N03°18'53"W	18.03'
L3	S89°52'48"E	279.23'
L4	S03°08'28"E	18.13'
L5	N89°52'48"W	278.15'

RADIAL LINE TABLE

RADIAL LINE	DIRECTION
R1	S10°43'49"E
R2	S9°11'20"E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	71.00'	10°51'01"	13.45'	6.74'
C2	89.00'	9°18'32"	14.46'	7.25'

PROPERTY INFORMATION

- 1 A PORTION OF GOVERNMENT LOT 16
19900425: 0834 O.R.
APN: 162-23-101-005
- 2 LOT 1 FILE 7, PAGE 61 OF PARCEL MAPS
APN: 162-23-101-006
(NOT A PART)
- 3 20120926: 0860 O.R.
APN: 162-23-101-004
(NOT A PART)

435.0004 OFFSITE ACCESS EASEMENT

SHEET 2 OF 2



Heritage Surveying

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LAS VEGAS, NEVADA 89134
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