## APN# 162-21-101-005

# **Corner Investment Propco, LLC**

### TITLE OF DOCUMENT

GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS (PHASE 3)

### **RECORDING REQUESTED BY:**

CLARK COUNTY PUBLIC WORKS

### **RETURN TO:**

Clark County Department of Public Works ATTN: Kaizad Yazdani 500 S. Grand Central Parkway, BOX 554000 Las Vegas, NV 89155 APN: 162-21-101-005

#### When recorded, return to:

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

#### **GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS: That Corner Investment Propco, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the COUNTY OF CLARK, a political subdivision of the State of Nevada, its successors and assigns (collectively, "Grantee"), a perpetual non-exclusive easement to construct, reconstruct, repair, operate, and maintain the bollards and appurtenances related to the bollards, in each case, located upon, over, under, across and through the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area"), together with the right of reasonable ingress and egress to and from the Easement Area (collectively, the "Easement").

Grantor retains, for its benefit, the right to use the Easement Area for its own purposes, so long as Grantor's use does not impede, restrict, disrupt or interfere with the Grantee's use of the Easement as set forth herein.

Grantee shall, at its expense, keep and maintain, or cause to be kept and maintained, the bollard improvements located within the Easement Area (collectively, the "Bollard Improvements") in a similar condition and repair existing as of the date hereof, reasonable wear and tear excepted. Grantee shall not relocate the Bollard Improvements or make any material alterations or modifications to the Bollard Improvements without the prior written approval of Grantor.

In the event the Bollard Improvements are removed by Grantee and are not replaced by Grantee within six (6) months of such removal, all rights of Grantee hereunder shall cease and revert to Grantor, its successors and assigns.

Grantee acknowledges that all entries upon the Easement Area shall be solely at the risk of Grantee; that the Easement Area is accepted strictly in an "as is" condition without warranty or representation of any kind; and regardless of the condition of the Easement Area or any part thereof, Grantor shall have no responsibility or liability whatsoever to Grantee or any of its agents, employees or officers in connection with any entries made upon the Easement Area except in the case of Grantor's negligent or willful misconduct.

This Grant of Easement for Bollard Improvements (this "Grant") shall be governed by the laws of the State of Nevada. This Grant may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No term or provision of this Grant is intended to benefit any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

[Signature pages follow.]

CORNER INVESTMENT PROPCO, LLC a Delaware limited liability company  BY  GARY BOJON  VPFAC. Maint., Compliance or Authorized Signatory  STATE OF Nevada  COUNTY OF Clark	nd Grantee have executed this Grant as of the 6 day of	
This instrument was acknowledged before me	con the 16th day of March, 2021, by as VPFAC Haint, Compliance of or Authorized Signatory  CAROLYN JEANNE WILLIS  NOTARY PUBLIC  STATE OF NEVADA  My Commission Expires: 05-09-21  Certificate No: 97-1260-1	

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COUNTY OF CLARK,	
a political subdivision of the State of Nevada	
BY: Randall J. Tarr	
AS: Assistant County Manager	
STATE OF NEVADA	
OTTIE OF REVIEW	
COUNTY OF CLARK	
This instrument was acknowledged before me on the day of	
2021, by	a
of	
Notary Public	

### EXHIBIT "A"

Legal Description and Depiction of Easement Area
[See attached]

**GRANTOR: CORNER INVESTMENT PROPCO, LLC** 

APN: 162-21-101-005

#### **EXHIBIT "A"**

**EXPLANATION:** 

THIS DESCRIPTION REPRESENTS AN EASEMENT IN FAVOR OF CLARK

COUNTY FOR ACCESS PURPOSES.

#### **DESCRIPTION**

A PORTION OF LOT 1 AS SHOWN IN FILE 119, PAGE 42 OF PARCEL MAPS, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°25'20" EAST, 144.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°25'20" EAST, 10.02 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°39'40" EAST, 12.40 FEET; THENCE SOUTH 89°20'20" WEST, 10.05 FEET; THENCE NORTH 00°29'38" WEST, 12.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 126 SQUARE FEET, MORE OR LESS.

#### **BASIS OF BEARINGS**

SOUTH 88°25'20" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN IN FILE 149, PAGE 88 OF SURVEYS, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE.

END OF DESCRIPTION

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS PROFESSIONAL LAND SURVEYOR NEVADA LICENSE NO. 11174



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GCW. INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

