

APN# 162-16-312-002

CLAUDINE PROPCO LLC

TITLE OF DOCUMENT

GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS (PHASE 2)

RE-RECORD

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: 162-16-312-002

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

Inst #: 20210201-0001249
Fees: \$0.00
02/01/2021 11:17:50 AM
Receipt #: 4383644
Requestor:
PUBLIC WORKS CLARK COUNTY
Recorded By: DECHO Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS: That **CLAUDINE 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.

Grantor leases to Harrah's Las Vegas, LLC, a Nevada limited liability company ("Tenant"), that certain real property where the Easement Area is located. Tenant, by its signature below, agrees to be bound by the terms of this Grant of Easement for Bollard Improvements (this "Grant") applicable to Grantor until the expiration or earlier termination of such lease.

This Grant shall be governed by the laws of the State of Nevada. The failure of any party hereto to exercise any of its rights under this Grant shall not constitute a waiver of such rights or prevent the subsequent exercise of such rights. 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the 1st day of September, 2020.


CLAUDINE PROPCO LLC,
a Delaware limited liability company



BY: John Payne
AS: President

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on the 1st day of September,
2020, by John Payne as
President of **CLAUDINE PROPCO LLC.**



Notary Public

Notary Public, State of New York
ELENA OTERO KEIL
NO. 02KE6359428
Qualified in New York County
Commission Expires May 30, 2021

COUNTY OF CLARK,
a political subdivision of the State of Nevada

BY: Randall J. Tarr
AS: Assistant County Manager

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on the _____ day of _____,
2021, by _____ as
_____ of _____.

Notary Public

ACCEPTED AND AGREED TO BY:

HARRAH'S LAS VEGAS, LLC,
a Nevada limited liability company

BY: Gary Bogan
AS: P.O.A.

STATE OF NV

COUNTY OF CLARK

This instrument was acknowledged before me on the 26 day of August,
2020, by GARY Bogan as
P.O.A. of HARRAH'S LAS VEGAS, LLC.

Carolyn Jeanne Willis
Notary Public



CAROLYN JEANNE WILLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-09-21
Certificate No: 97-1260-1

EXHIBIT "A"

Legal Description and Depiction of Easement Area

[See attached]

EXHIBIT A

EXPLANATION: THIS LEGAL DESCRIBES TWO (2) PERMANENT MAINTENANCE EASEMENTS GRANTED TO CLARK COUNTY.

BEING A PORTION OF LOT 1 OF "FINAL MAP OF HARRAH'S HOTEL AND CASINO" AS SHOWN BY MAP THEREOF IN BOOK 143, PAGE 39 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

EASEMENT 1

COMMENCING AT POINT "109Y" AS SHOWN BY MAP THEROF IN FILE 180, PAGE 76 OF SURVEYS IN SAID CLARK COUNTY RECORDER'S OFFICE, ALSO BEING A POINT ON THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF LAS VEGAS BOULEVARD AS DESCRIBED BY A DOCUMENT RECORDED OCTOBER 16, 2003 IN BOOK 20031016 OF OFFICIAL RECORDS AS INSTRUMENT NO. 04078 IN SAID CLARK COUNTY RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF LAS VEGAS BOULEVARD, FROM A POINT TO WHICH THE RADIUS POINT BEARS SOUTH 83°38'03" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 3960.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 02°10'19", AN ARC LENGTH OF 150.11 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" TO WHICH A RADIAL LINE BEARS NORTH 81°27'45" WEST;

THENCE DEPARTING THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF SAID LAS VEGAS BOULEVARD, SOUTH 81°27'45" EAST, 4.00 FEET TO THE **POINT OF BEGINNING**;

THENCE FROM A POINT TO WHICH THE RADIUS POINT BEARS SOUTH 81°27'45" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 3956.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 00°32'59", AN ARC LENGTH OF 37.96 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 80°54'46" WEST;

THENCE SOUTH 80°54'46" EAST, 14.00 FEET;

THENCE FROM A POINT TO WHICH THE RADIUS POINT BEARS SOUTH 80°54'46" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 3942.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 00°32'59", AN ARC LENGTH OF 37.83 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 81°27'45" WEST;

THENCE NORTH 81°27'45" WEST, 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 530 SQUARE FEET +/-

EASEMENT 2

COMMENCING AT A POINT REFERRED TO AS POINT "A" ON THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF SAID LAS VEGAS BOULEVARD;

THENCE ALONG THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF LAS VEGAS BOULEVARD, THE FOLLOWING TWO (2) COURSES:

- 1) FROM A POINT TO WHICH THE RADIUS POINT BEARS SOUTH 81°27'45" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 3960.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 01°45'43", AN ARC LENGTH OF 121.77 FEET TO THE POINT OF BEGINNING TO WHICH A RADIAL LINE BEARS NORTH 79°42'02" WEST;
- 2) THENCE CONTINUING ALONG SAID CURVE, CURVING TO THE RIGHT ALONG THE ARC OF A 3960.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 00°30'23", AN ARC LENGTH OF 35.00 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°11'39" WEST;

THENCE DEPARTING THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF SAID LAS VEGAS BOULEVARD, SOUTH 79°13'00" EAST, 5.00 FEET;

THENCE SOUTH 09°46'22" EAST, 28.70 FEET;

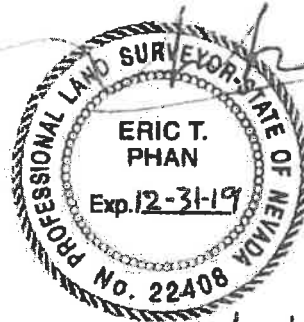
THENCE FROM A POINT TO WHICH THE RADIUS POINT BEARS SOUTH 79°25'27" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 961.98 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 00°28'35", AN ARC LENGTH OF 8.00 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°42'02" WEST;

THENCE NORTH 79°42'02" WEST, 15.00 FEET TO THE POINT OF BEGINNING ON THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF SAID LAS VEGAS BOULEVARD.

CONTAINING 390 SQUARE FEET +/-

BASIS OF BEARINGS

SOUTH 04°52'56" WEST, BEING THE BEARING BETWEEN POINTS "109Y" AND "111Y" AS DERIVED FROM THE COORDINATE VALUES PROVIDED IN FILE 180, PAGE 76 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.



03/14/2019

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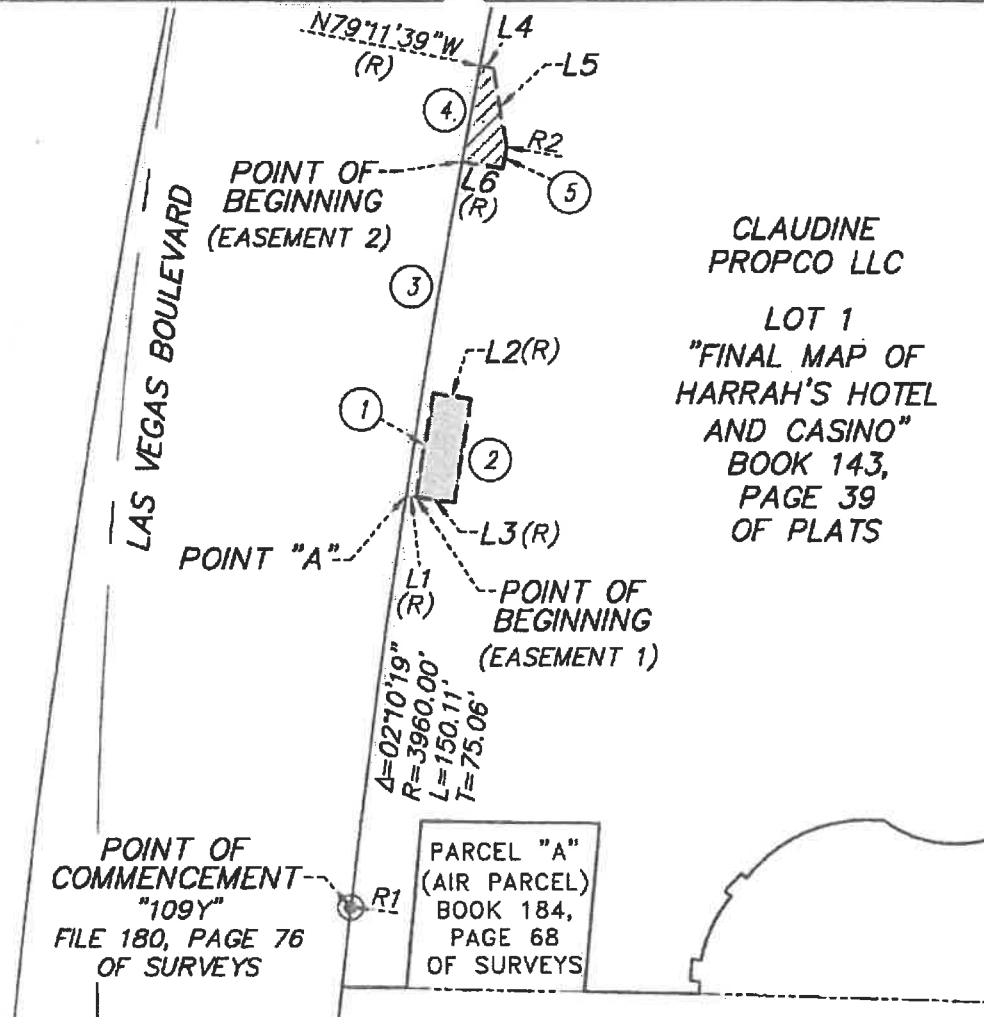
EXHIBIT B

PERMANENT MAINTENANCE EASEMENT GRANTED TO CLARK COUNTY

LYING WITHIN SECTION 16, T. 21 S., R. 61 E.,
M.D.M., CLARK COUNTY, NEVADA

PERMANENT MAINTENANCE
EASEMENT 1, CONTAINING
530 S.F. +/-

PERMANENT MAINTENANCE
EASEMENT 2, CONTAINING
390 S.F. +/-



AeroTech Mapping

2580 Montessouri Street, Suite 104
Las Vegas, NV 89117
www.ATMLV.com



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EXHIBIT B

PERMANENT MAINTENANCE EASEMENT GRANTED TO CLARK COUNTY
LYING WITHIN SECTION 16, T. 21 S., R. 61 E.,
M.D.M., CLARK COUNTY, NEVADA

RADIAL	BEARING
1	S83°38'03"E
2	S79°25'27"E

LINE	BEARING	DISTANCE
1	S81°27'45"E	4.00'
2	S80°54'46"E	14.00'
3	N81°27'45"W	14.00'
4	S79°13'00"E	5.00'
5	S09°46'22"E	28.70'
6	N79°42'02"W	15.00'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
1	00°32'59"	3956.00'	37.96'	18.98'
2	00°32'59"	3942.00'	37.83'	18.91'
3	01°45'43"	3960.00'	121.77'	60.89'
4	00°30'23"	3960.00'	35.00'	17.50'
5	00°28'35"	961.98'	8.00'	4.00'

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