

APN: 177-03-510-013

WHEN RECORDED, RETURN TO:
Clark County Department of Public Works
Attention: Spring Dineen, Design Engineering Division
500 S. Grand Central Parkway, 2nd Floor
Las Vegas, NV 89106

PERMANENT TRAFFIC SIGNAL EASEMENT

MGM RESORTS LAND HOLDINGS, LLC, a Nevada limited liability company ("GRANTOR"), for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the **COUNTY OF CLARK, a political subdivision of the State of Nevada ("GRANTEE"),** its successors and assigns, a permanent, perpetual easement to construct, install, add to, modify, reconstruct, operate, maintain and repair traffic improvements and related appurtenances, underground, above ground and aerial, including but not limited to traffic signal poles, pedestrian poles, pole foundations, signal mast arms, signal assemblies, detector loops, conduits, wiring, street lights, pavement markings, traffic control devices, and related appurtenances ("**Traffic Signal Improvements**"), in each case pursuant to the terms and conditions of this Permanent Traffic Signal Easement (this "**Easement**").

THE EASEMENT AREA SUBJECT TO THIS EASEMENT IS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AND IS GRANTED IN ITS "AS-IS" CONDITION WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. FOR THE AVOIDANCE OF DOUBT, THIS EASEMENT DOES NOT GRANT ANY INTEREST OR RIGHT TO USE ANY PORTION OF GRANTOR'S PROPERTY NOT IDENTIFIED ON THE AFOREMENTIONED EXHIBIT.

GRANTOR, its successors and assigns, hereby covenants to and with GRANTEE, that GRANTEE's officers, agents, employees or contractors may at any time when necessary or convenient to do so, go over and upon said described land, and do and perform any and all acts necessary or convenient to carrying into effect the purposes for which this grant is made (the "**Easement Work**"); that neither the GRANTOR, nor its successors or assigns nor its contractors, shall disturb, injure, molest, or in any manner interfere with the Easement and the Traffic Signal Improvements, or in the maintaining, operating, or repairing of the same. GRANTEE's use of the easement area shall not unreasonably interfere with the use or operation of GRANTOR's property outside of the easement area described in Exhibit "A".

GRANTEE shall in connection with the Easement Work, at its sole cost and expense, (a) repair and/or replace any property, equipment, structure, landscaping, irrigation, or other portion of the GRANTOR's property which is damaged or destroyed in connection with the Easement Work, except for the Traffic Improvements themselves; and (b) upon permanent removal of the Traffic Signal Improvements, return the easement area to its pre-easement condition.

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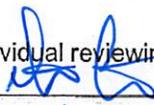
GRANTEE shall ensure that the Traffic Signal Improvements remain in good condition and address any maintenance and repair matters in a manner consistent with COUNTY OF CLARK standards without any cost or expense to GRANTOR except in the event such damage is caused by the negligence, errors, omissions, recklessness or intentional misconduct of GRANTOR or its own officers and employees.

Upon GRANTOR's request, and to the extent practicable, as determined by the GRANTEE, GRANTEE shall ensure that any contractor working on behalf of or at the direction of the GRANTEE in the easement area purchases and maintains comprehensive general liability insurance coverage to insure against all claims which arise from such work, naming GRANTOR, its officers, employees, agents, representatives, lenders, affiliates, tenants, successors and assigns as additional insured.

Up to the limitations of law, including but not limited to, NRS Chapter 41 liability limitations, GRANTEE shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

In the event such right, privilege, and easement herein granted shall be abandoned and permanently cease to be used for the purpose granted, all rights shall cease and revert to the **GRANTOR**, its successors and assigns and GRANTEE shall remove the Traffic Signal Improvements in accordance with the third and fourth paragraphs hereof.

A portion of Assessor's Parcel Number.: 177-03-510-013

Signature of individual reviewing and approving document 

Department Public Works Date 1/17/2023

* SEE FOLLOWING PAGES FOR SIGNATURE AND NOTARY ACKNOWLEDGMENT. *

APN: 177-03-510-013

Witness my/our hand(s) this 12th day of January, 2023

MGM RESORTS LAND HOLDINGS, LLC
a Nevada limited liability company:

BY: [Signature]
SIGNATURE

Jessica Cunningham
PRINT NAME

Assistant Secretary
TITLE

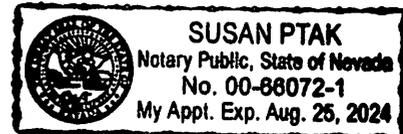
STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 12th day of January, 2023, personally appeared before me the undersigned, a notary public in and for said County and State, Jessica Cunningham who acknowledged to me that he/she executed the above instrument for the purposes stated therein.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC in and for said County and State

{SEAL}



**GRANTOR: MGM RESORTS LAND HOLDINGS, LLC
APN: 177-03-510-013**

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 1 AS SHOWN IN BOOK 33, PAGE 72 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3; THENCE ALONG THE NORTH LINE THEREOF, NORTH 87°57'15" EAST, 1265.50 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°02'45" EAST, 51.63 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD AS SHOWN ON SAID PLAT, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 17°02'34" WEST, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15'11", AN ARC LENGTH OF 37.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PARADISE ROAD AS SHOWN ON SAID PLAT ALSO BEING THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 4960.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 88°17'45" WEST; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°09'26", AN ARC LENGTH OF 13.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 88°27'11" WEST, 10.00 FEET; THENCE NORTH 01°32'49" WEST, 6.00 FEET; THENCE NORTH 88°27'11" EAST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 4955.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 88°23'02" WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°05'17", AN ARC LENGTH OF 7.61 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 88°17'45" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15'11", AN ARC LENGTH OF 31.09 FEET; THENCE NORTH 17°02'34" EAST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 269 SQUARE FEET, MORE OR LESS.

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BASIS OF BEARINGS

NORTH 88°02'23" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN IN THE "MONUMENTS AND CONTROL POINTS" MAP, FEDERAL PROJECT NO. NH-STP-215-1 (004), DATED 12/19/14, SHOWN AS NORTH 88°02'28" EAST IN FILE 90, PAGE 7 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

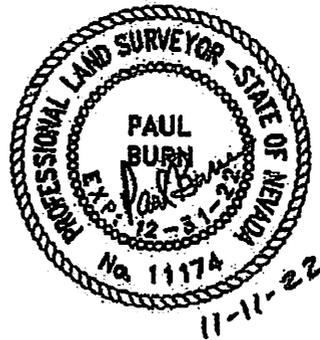


EXHIBIT "B" TO ACCOMPANY DESCRIPTION

W 1/16
34
3

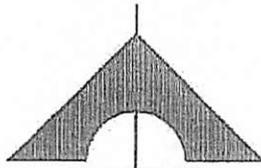
BASIS OF BEARINGS
N88°02'23"E 1313.97'

1/4
34
3

POINT OF COMMENCEMENT

N87°57'15"E 1328.73'
1265.50'

E 1/16
34
3



NORTH

1" = 30'

SUNSET ROAD
PUBLIC STREET DEDICATED PER
BOOK 33, PAGE 72 OF PLATS

POINT OF BEGINNING
AREA =
269 S.F. ±

N17°02'34"E
5.00'
(R)

S02°02'45"E
51.63'

S88°17'45"W
(R) L2

S88°17'45"W
(R)

LOT 1
BOOK 33, PAGE 72
OF PLATS

L1

S88°27'11"W
10.00'
(R)

S88°23'02"W
(R)

PARADISE ROAD
PUBLIC STREET DEDICATED
PER OR: 053: 0271334

NOTES:

SEE PAGE 2 FOR LINE
AND CURVE TABLES

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GCV
ENGINEERS & SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
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gcvengineering.com

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EXHIBIT "B" TO ACCOMPANY DESCRIPTION

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LINE TABLE

LINE	BEARING	LENGTH
L1	N01°32'49"W	6.00'
L2	N88°27'11"E	5.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	71°15'11"	30.00'	37.31'	21.50'
C2	0°09'26"	4960.00'	13.62'	6.81'
C3	0°05'17"	4955.00'	7.61'	3.80'
C4	71°15'11"	25.00'	31.09'	17.92'

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