

**APN# 162-21-210-005**

**PHWL V, 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

Inst #: 20190604-0002883  
Fee: \$0.00  
06/04/2019 02:19:24 PM  
Receipt #: 3728585  
Requestor:  
PUBLIC WORKS CLARK COUNTY  
Recorded By: ANI Pgs: 7  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: FRONT COUNTER  
Ofc: MAIN OFFICE

**APN# 162-21-210-005**

**PHWL, LLC**

**TITLE OF DOCUMENT**

**GRANT OF EASEMENT FOR BOLLARD IMPROVEMENTS**

**RECORDING REQUESTED BY:**

**CLARK COUNTY PUBLIC WORKS**

**RETURN TO:**

Clark County Department of Public Works

ATTN: Kaizad J. Yazdani

500 S. Grand Central Parkway, BOX 554000

Las Vegas, NV 89155

APN: 162-21-210-005

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 PHWLTV, LLC, a Nevada 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.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the \_\_\_ day of 2019.


**PHWLV, LLC**  
**a Nevada limited liability Company**

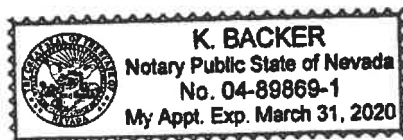
  
BY: Eric Hession  
AS: COF Treasurer

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on the 25 day of April,  
2019, by Eric Hession as  
COF Treasurer of PHWLV, LLC

  
Notary Public



**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

**EXHIBIT "A"**

**Legal Description and Depiction of Easement Area**

**[See attached]**

APN 162-21-210-005

**EXHIBIT A**

**EXPLANATION: THIS LEGAL DESCRIBES A PERMANENT MAINTENANCE EASEMENT GRANTED TO CLARK COUNTY.**

BEING A PORTION OF THOSE CERTAIN PARCELS OF LAND DESCRIBED BY "GRANT, BARGAIN AND SALE DEED" RECORDED OCTOBER 21, 2013 IN BOOK 20131021 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01699 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

COMMENCING AT POINT "055X" AS SHOWN BY MAP THEREOF IN FILE 169, PAGE 21 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 SAID LAS VEGAS BOULEVARD, SOUTH 00°39'39" EAST, 647.57 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING THE EASTERLY NEVADA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT LINE OF SAID LAS VEGAS BOULEVARD, NORTH 89°20'21" EAST 6.00 FEET;

THENCE SOUTH 00°39'39" EAST, 40.00 FEET;

THENCE SOUTH 89°20'21" WEST, 6.00 FEET TO A POINT 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 SAID LAS VEGAS BOULEVARD, NORTH 00°39'39" WEST,  
40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 240 SQUARE FEET +/-

**BASIS OF BEARINGS**

SOUTH 03°58'07" EAST, BEING THE BEARING BETWEEN POINTS "056X" AND "040X" AS  
DERIVED FROM THE COORDINATE VALUES PROVIDED IN FILE 169, PAGE 21 OF  
SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.



03/06/2019



APN 162-21-210-005

PHWLV, LLC

EXHIBIT B

PERMANENT MAINTENANCE EASEMENT GRANTED TO CLARK COUNTY

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

PERMANENT MAINTENANCE EASEMENT  
CONTAINING 240 S.F. +/-

POINT OF  
COMMENCEMENT

"055X"

FILE 169, PAGE 21  
OF SURVEYS

PARIS LAS VEGAS  
OPERATING COMPANY, LLC

GRANT, BARGAIN  
AND SALE DEED  
OR: 20080522:05290  
RECORDED  
MAY 22, 2008

LINE	BEARING	DISTANCE
1	N89°20'21"E	6.00'
2	S00°39'39"E	40.00'
3	S89°20'21"W	6.00'
4	N00°39'39"W	40.00'

PHWLV, LLC

GRANT, BARGAIN AND SALE DEED  
OR: 20131021: 01699  
RECORDED  
OCTOBER 21, 2013

LOT 1  
BOOK 96, PAGE 33  
OF PLATS

**AeroTech Mapping**

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



SCALE: 1" = 50'

PAGE 3 OF 3