

APN: 162-16-112-011

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 **FASHION SHOW MALL 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, including, without limitation, the right to grant servitudes, easements, rights of use and other rights and encumbrances upon, over, under, across and through the Easement Area, so long as Grantor's use does not unreasonably 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 substantially 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. Grantee shall in connection with the Bollard Improvements, at its sole cost and expense, repair and/or replace any property, landscaping or other portion of the Grantor's property which is damaged or destroyed in connection with the Bollard Improvements, except for the Bollard Improvements themselves.

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 shall repair and restore the Easement Area to substantially the same condition as existed prior to installation of the Bollard Improvements upon any such removal. Upon the request of Grantor, Grantee shall enter into a mutually acceptable recordable instrument memorializing the termination and release of this Easement.

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 negligence 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 the

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.

This Grant may be signed in any number of counterparts, each of which, when taken together shall constitute one and the same Grant.

***[Signature Pages to Follow]***

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the 30<sup>th</sup>  
day August of 2023.

**GRANTOR:**

**FASHION SHOW MALL LLC**  
a Delaware limited liability company

Marjorie Zessar  
By: Marjorie Zessar  
As: Authorized Signatory

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on the 30<sup>th</sup> day of August, 2023,  
by Marjorie Zessar as  
Authorized Signatory of FASHION SHOW MALL LLC.

Sherri Bradberry  
Notary Public

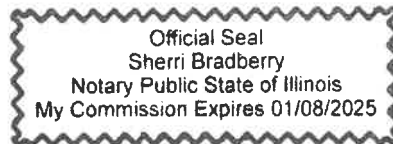


EXHIBIT "A"

Legal Description and Depiction of Easement Area

[See attached]

**GRANTOR: FASHION SHOW MALL LLC**  
**APN: 162-16-112-011**

**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 BOOK 85, PAGE 48 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF LAS VEGAS BOULEVARD AND SPRING MOUNTAIN ROAD AS SHOWN IN SAID PLAT; THENCE ALONG SAID CENTERLINE OF SPRING MOUNTAIN ROAD, NORTH 88°44'12" WEST, 183.23 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 00°15'48" EAST, 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SPRING MOUNTAIN ROAD, DEDICATED PER BOOK 1027, INSTRUMENT NUMBER 886858, ON FILE AT SAID RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°40'03" EAST, 7.79 FEET; THENCE SOUTH 88°28'57" EAST, 112.34 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°28'55", AN ARC LENGTH OF 33.25 FEET; THENCE NORTH 28°00'08" EAST, 298.19 FEET; THENCE SOUTH 82°01'05" EAST, 14.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, BEING A COINCIDENT LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD AS DEDICATED PER BOOK 1281, INSTRUMENT NUMBER 1220715, ON FILE AT SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY COINCIDENT LINE OF SAID LOT 1 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 28°00'08" WEST, 113.93 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 67.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°11'44", AN ARC LENGTH OF 16.43 FEET; 3) SOUTH 41°11'52" WEST, 28.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 83.00 FEET; 4) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°11'44", AN ARC LENGTH OF 18.12 FEET; 5) SOUTH 28°00'08" WEST, 134.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID SPRING MOUNTAIN ROAD, BEING COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 24°17'11" WEST; THENCE ALONG SAID COINCIDENT LINE THE FOLLOWING THREE (3) COURSES: 1) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°32'58", AN ARC LENGTH OF 42.85 FEET; 7) NORTH 88°44'12" WEST, 85.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 70.00 FEET; 8) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'15", AN ARC LENGTH OF 0.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,483 SQUARE FEET, MORE OR LESS

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F:\Projects\500\500-897-ESMT\Drawings\Drawings\Documents\Legal\BLOCK 4 BOLLARDS\500-897 FASHION SHOW  
LE01.docx  
GCW, INC.

1555 SOUTH RAINBOW BLVD, LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2293

**GRANTOR: FASHION SHOW MALL LLC**  
**APN: 162-18-112-011**

**BASIS OF BEARINGS**

**NORTH 89°44'12" WEST, BEING THE BEARING OF THE CENTERLINE OF SPRING MOUNTAIN ROAD AS SHOWN IN BOOK 95, PAGE 48 OF PLATS, 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**



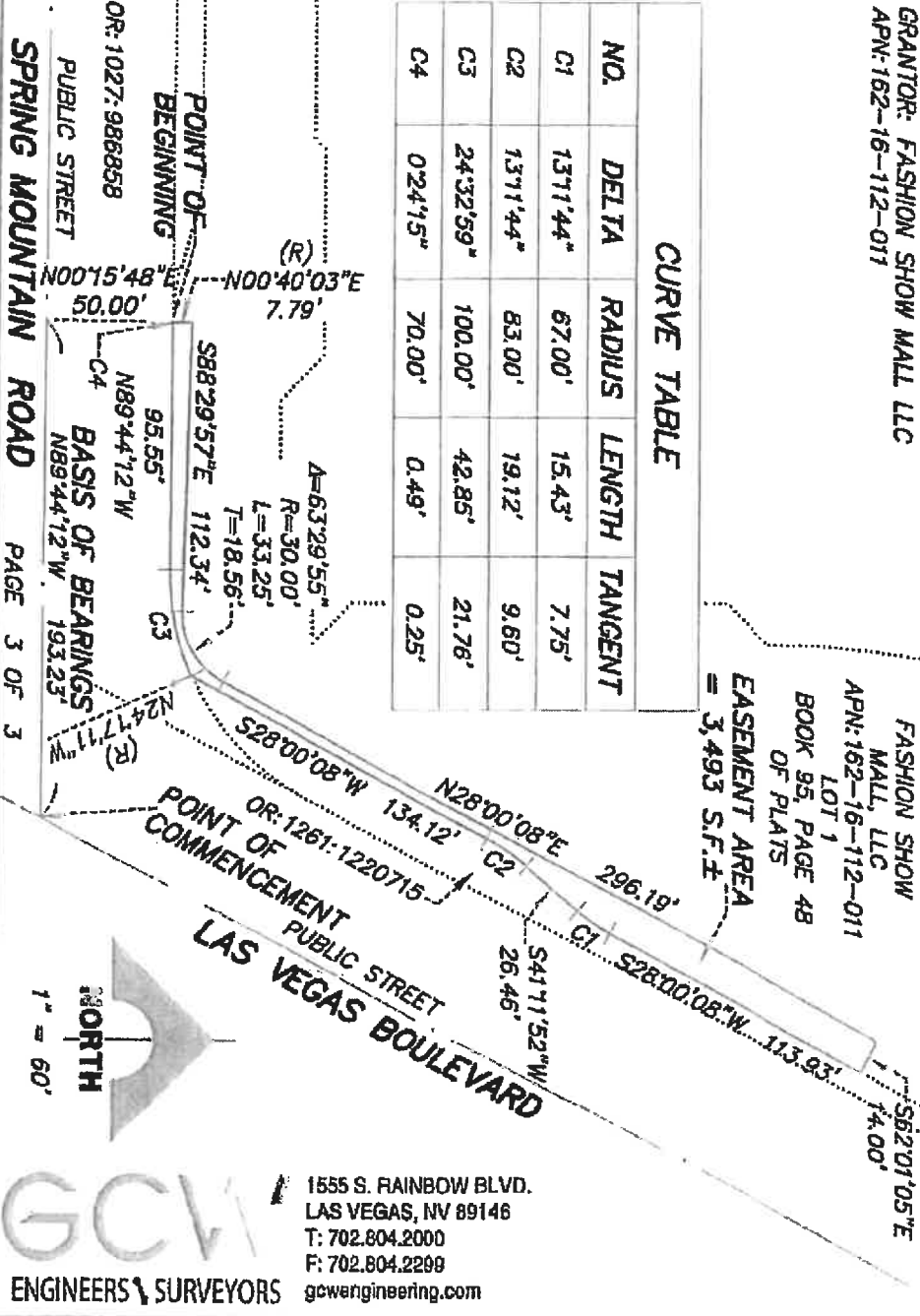
GRANTOR: FASHION SHOW MALL LLC  
APN: 162-16-112-011

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

FASHION SHOW MALL, LLC  
APN: 162-16-112-011  
LOT 1  
BOOK 95, PAGE 48  
OF PLATS  
EASEMENT AREA  
= 3,493 S.F.±

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	1371'44"	67.00'	15.43'	7.75'
C2	1371'44"	83.00'	19.12'	9.60'
C3	24'32'59"	100.00'	42.85'	21.76'
C4	024'15"	70.00'	0.49'	0.25'



GCV  
ENGINEERS & SURVEYORS