



Department of Public Works

500 S Grand Central Pky • Box 554000 • Las Vegas NV 89155-4000
(702) 455-6000 • Fax (702) 455-6040

Denis Cederburg, P.E., Director • E-Mail: dco@ClarkCountyNV.gov

August 9, 2021

9489 0090 0027 6268 4121 62

VENETIAN CASINO RESORT LLC
APN: 162-16-311-009

**LAS VEGAS BOULEVARD PEDESTRIAN PROTECTION INSTALLATION FROM LAS VEGAS
WELCOME SIGN TO SAHARA AVENUE, LOTS 1, 2, 3, AND 4
PERMANENT EASEMENT**

Dear Property Owner:

Please find enclosed permanent easement document for your execution.

Clark County Public Works (CCPW) completed work in Spring of 2020 for the Las Vegas Boulevard Bollard Installation Project. Please see attached grant of easement document with legal description and exhibit that shows limits of permanent easement for bollard maintenance to be performed by Clark County.

Please return to CCPW the original document signed in the presence of a notary public. CCPW will record the document so that the improvements can be maintained, and have the Board of County Commissioners accept the grant of easement.

If you should have any questions, or require additional information, please contact me at (702) 455-2992.

Sincerely,

Kaizad J. Yazdani
Deputy Director of Public Works

KJY:tm

Attachments

cc: Clint Spencer, Manager, Road Division
David Pritchard, Construction Management Division

APN: 162-16-311-009

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 **Venetian Casino Resort 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.

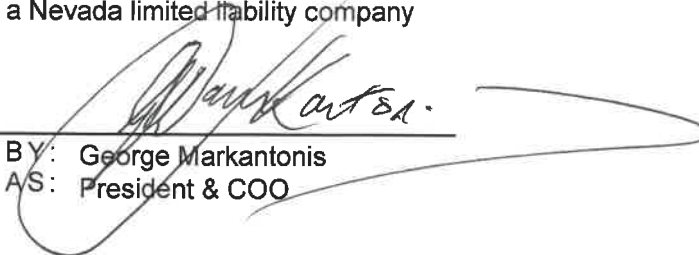
In the event the Bollard Improvements are removed by Grantee and are not replaced by Grantee within six (6) months of such removal, all rights of Grantee hereunder shall cease and revert to Grantor, its successors and assigns.

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 law 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 day of 2021.

VENETIAN CASINO RESORT LLC
a Nevada limited liability company


BY: George Markantonis
AS: President & COO

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on the 16TH day of SEPTEMBER
2021, by George Markantonis as
President & COO of **Venetian Casino Resort LLC.**


Notary Public



CLARK COUNTY:

County of Clark, a political subdivision
of the State of Nevada

Attest

By: _____
Randall J. Tarr
Deputy County Manager

Lynn Marie Goya
County Clerk

Laura C. Rehfeldt

APPROVED AS TO FORM:



Deputy District Attorney

EXHIBIT "A"

Legal Description and Depiction of Easement Area

[See attached]

GRANTOR: VENETIAN CASINO RESORT, LLC
APN: 162-16-311-009

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 139, PAGE 25 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:

A STRIP OF LAND 15.00 FEET IN WIDTH, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF UNIT 1 AS SHOWN IN BOOK 85, PAGE 20 OF PLATS, ON FILE AT SAID RECORDER'S OFFICE; THENCE NORTH 89°05'40" WEST, 8.59 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1, COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD, AS DESCRIBED PER THAT "RESOLUTION OF RELINQUISHMENT OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY", RECORDED OCTOBER 16, 2003, IN BOOK 20031016, AS INSTRUMENT NUMBER 04078, ON FILE IN SAID RECORDER'S OFFICE; THENCE ALONG SAID COINCIDENT LINE, SOUTH 28°00'20" WEST, 49.82 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WESTERLY LINE, SOUTH 61°59'40" EAST, 10.00 FEET TO THE **POINT OF ENDING**.

CONTAINS 150 SQUARE FEET, MORE OR LESS.

THE SIDELINES OF THE HEREIN DESCRIBED STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO BEGIN ON THE WESTERLY LINE OF SAID LOT 1.

BASIS OF BEARINGS

NORTH 28°00'20" EAST, BEING THE BEARING OF THE WESTERLY LINE OF LOT 1 AS SHOWN IN BOOK 139, PAGE 25 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



Page 1 of 2

\\Pandora\Data\Projects\500\500-897-ESMT\Division\Srvy\Srvy\Documents\Legals\BLOCK 4 BOLLARDS\500-897
VENETIAN LE01.docx

GCW, INC.

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

GRANTOR: VENETIAN CASINO RESORT, LLC
APN: 162-16-311-009

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

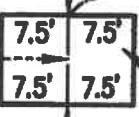


LAS VEGAS BOULEVARD
PUBLIC STREET
PER OR: 20031016: 04078

BASIS OF BEARINGS
(N28°00'20"E)
S28°01'09"W
49.82'

N89°05'40"W
8.59'

POINT OF BEGINNING



POINT OF ENDING

S61°59'40"E
10.00'

EASEMENT AREA
= 150 S.F.F.

POINT OF COMMENCEMENT

VENETIAN CASINO RESORT, LLC
APN: 162-16-311-009
UNIT 1
BOOK 85, PAGE 20
OF PLATS

VENETIAN CASINO RESORT, LLC
APN: 162-16-311-009
LOT 1
BOOK 139, PAGE 25 OF PLATS

GCV
ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcweng@nseintg.com