

WHEN RECORDED, RETURN TO:

Clark County Department of Public Works
Attention: Richard Robinson, Design Engineering Division
500 S. Grand Central Parkway, 2nd Floor
Las Vegas, NV 89106

PERMANENT TRAFFIC EASEMENT

MGP LESSOR, LLC, a Delaware 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 Improvements**"), in each case pursuant to the terms and conditions of this Permanent Traffic 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 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 Improvements, return the easement area to its pre-easement condition.

GRANTEE shall ensure that the Traffic 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 Improvements in accordance with the third and fourth paragraphs hereof.

A portion of Assessor's Parcel Number.: 162-29-510-006

*** SEE FOLLOWING PAGES FOR SIGNATURE AND NOTARY ACKNOWLEDGMENT. ***

Witness my/our hand(s) this 24th day of March, 2023.

MGP LESSOR, LLC
a Delaware limited liability company:

BY: 
SIGNATURE

David A. Kieske
PRINT NAME

Treasurer
TITLE

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On this 24th day of March, 2023, personally appeared before me the undersigned, a notary public in and for said County and State, David A. Kieske, Treasurer who acknowledged to me that he executed the above instrument for the purposes stated therein.

 WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State

{SEAL}

Notary Public, State of New York
ELENA OTERO KEIL
NO. 02KE6359428
Qualified in New York County
Commission Expires May 30, 2025

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

BY: RANDALL J. TARR
Deputy County Manager

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 202_, personally appeared before me the undersigned, a notary public in and for said County and State, _____ who acknowledged to me that he/she executed the above instrument for the purposes stated therein.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State

{SEAL}

APN 162-29-510-006

September 13, 2022

Grantor: MGP LESSOR, LLC

Project# 200352

Page 1 of 1

EXHIBIT "A"

Explanation: This legal describes an Easement for Traffic Purposes adjacent to Frank Sinatra Drive to be granted to Clark County.

A portion of Parcel 1 of Book 110 of Plats, Page 46, Official Records, Clark County, Nevada. Lying in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Commencing at the northwest corner of Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29, being the N 1/4 corner, common to Section 20 and Section 29; Thence along the west line of the said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, South 00°20'04" East, a distance of 808.78 feet; Thence departing said west line, South 89°39'56" East, a distance of 357.22 feet to a point on the westerly boundary of Frank Sinatra Drive as described in a Grant of Easement recorded in Book 19990301, Instrument No. 00942, said point being the **Point of Beginning**; Thence departing said westerly boundary, North 80°06'34" West, a distance of 5.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 1189.90 feet, to which beginning a radial line bears North 80°06'34" West; Thence northerly along said curve to the right an arc length of 147.68 feet through a central angle of 7°06'40"; Thence South 72°59'54" East, a distance of 5.00 feet to a point on aforementioned westerly boundary of Frank Sinatra Drive, said point being the beginning of a non-tangent curve concave easterly having a radius of 1184.90 feet, to which point a radial line bears North 72°59'54" West; Thence southerly along said boundary and curve to the left an arc length of 147.06 feet through a central angle of 7°06'40" **Point of Beginning**.

Containing 736 square feet, more or less.

Graphically depicted on Exhibit "B" attached hereto and made a part of.

Basis of Bearing: South 00°20'04" East being the west line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada as shown on File 224 of Survey, Page 35, Official Records, Clark County, Nevada.

Prepared by:
Robert L. Carrington, PLS
Nevada Certificate No. 9103
6140 Brent Thurman Way Suite 230
Las Vegas, NV 89148
702-823-3257

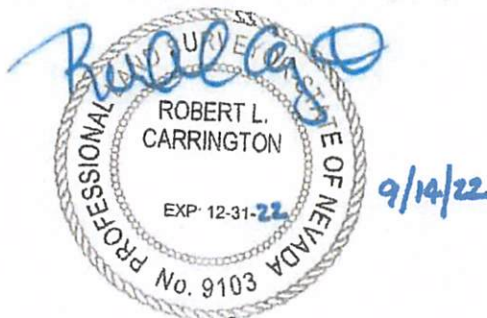


EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION

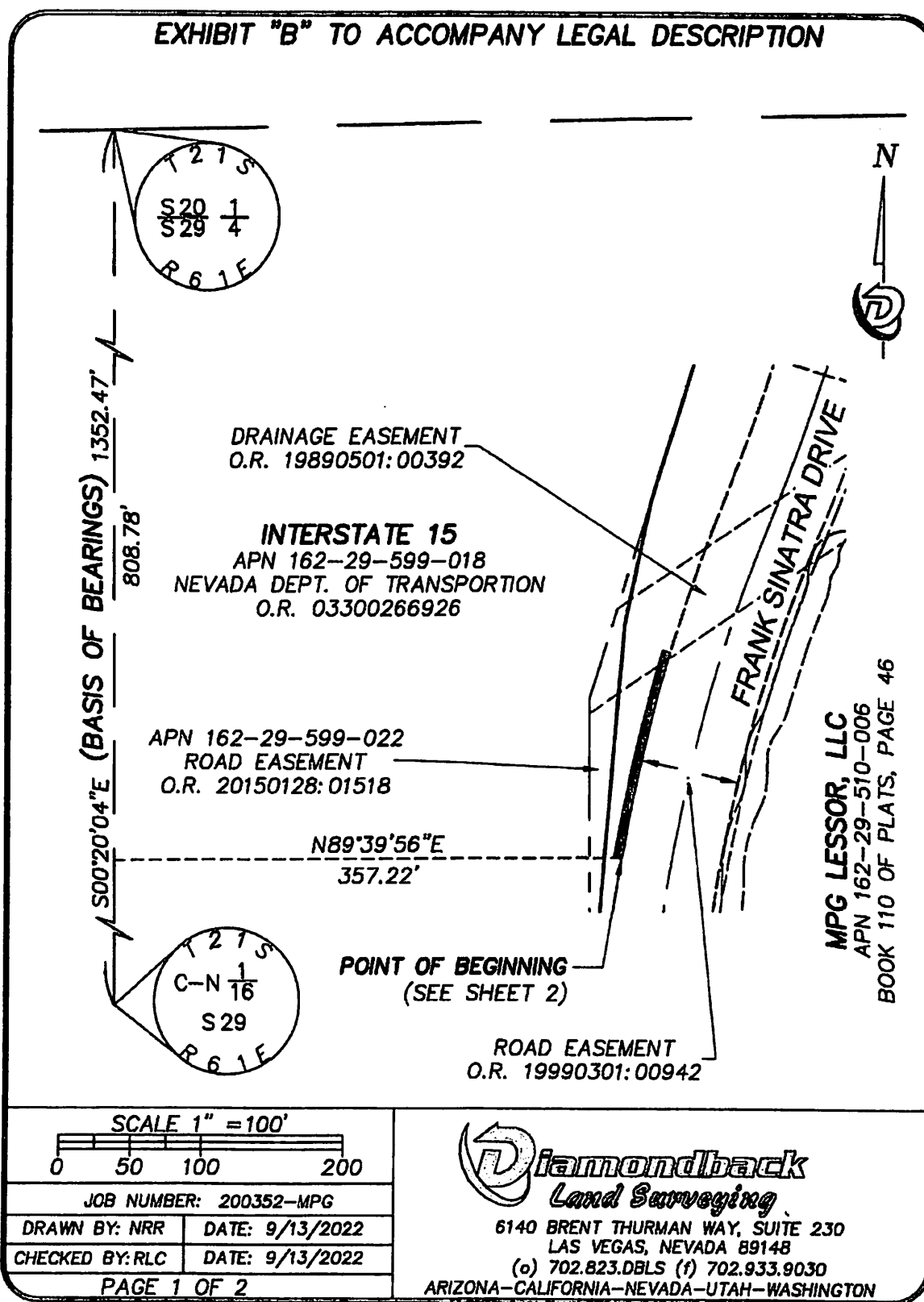
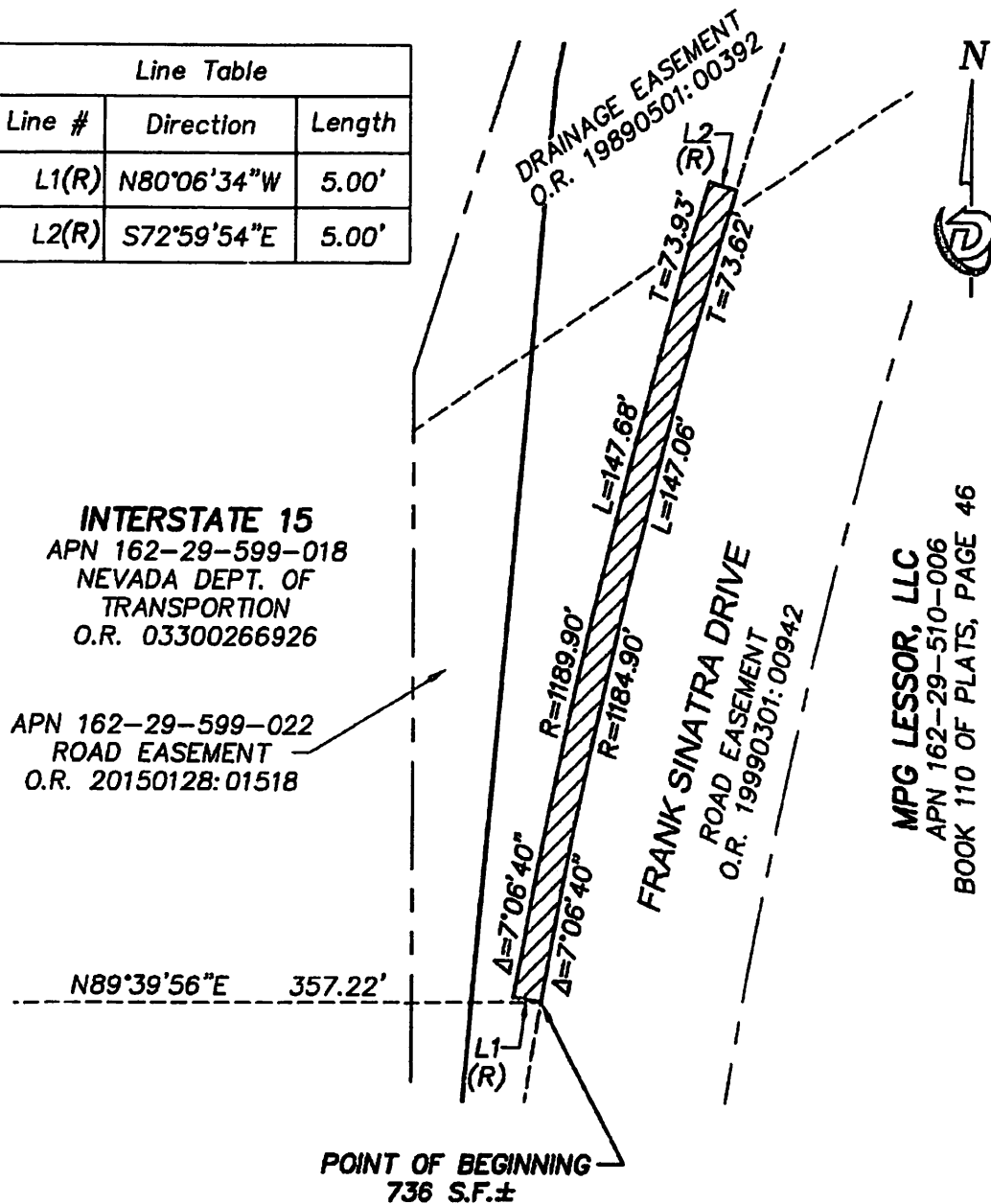


EXHIBIT "B" TO ACCOMPANY LEGAL DESCRIPTION

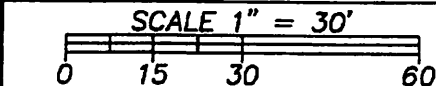
Line Table		
Line #	Direction	Length
L1(R)	N80°06'34"W	5.00'
L2(R)	S72°59'54"E	5.00'

INTERSTATE 15
 APN 162-29-599-018
 NEVADA DEPT. OF
 TRANSPORTION
 O.R. 03300266926

APN 162-29-599-022
 ROAD EASEMENT
 O.R. 20150128:01518



MPG LESSOR, LLC
 APN 162-29-510-006
 BOOK 110 OF PLATS, PAGE 46



JOB NUMBER: 200352-MPG
 DRAWN BY: NRR DATE: 9/13/2022
 CHECKED BY: RLC DATE: 9/13/2022
 PAGE 2 OF 2

Diamondback
Land Surveying

6140 BRENT THURMAN WAY, SUITE 230
 LAS VEGAS, NEVADA 89148
 (o) 702.823.DBLS (f) 702.933.9030
 ARIZONA-CALIFORNIA-NEVADA-UTAH-WASHINGTON