

Requested By:  
FIRST CENTENNIAL - RENO  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 30 Fee: 68.00  
BK-210 PG-5424 RPTT: 0.00



Assessor's Parcel Numbers: 1318-27-002-003, 1318-27-002-004,  
1318-27-002-005 and 1318-27-002-007

**Recording Requested By:**

Name: HARVEYS TAHOE MANAGEMENT COMPANY, INC.  
Address: One Caesars Palace Drive  
City/State/Zip: Las Vegas, NV 89109, Attention: Christine Sommella

**Please complete Affirmation Statement below:**

X  I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

\_\_\_\_\_ I the undersigned hereby affirm that this document submitted for Recording contains the social security number of a person or persons as required by law: \_\_\_\_\_ (state specific law)

Kathy Pavlik  
Signature (Print name under signature)  
Kathy Pavlik

\_\_\_\_\_  
Title Officer  
Title

Easement Agreement

(Title of Document)

**If legal description is a metes and bounds description furnish the following information:**

Legal description obtained from: Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, Book: 609 Page: 5528 Document # 745381 recorded June 17, 2009 in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This page added to provide additional information required by NRS 111.312 Sections 1-4.*

*(Additional recording fees apply)*



**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "**Easement Agreement**") is made as of this 24<sup>th</sup> day of Feb, 2010 (the "**Effective Date**"), by and between HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation ("**HTMC**"), and SS MANAGEMENT LLC, a Nevada limited liability company ("**SSM**"), with respect to the following:

**RECITALS :**

A. WHEREAS, SSM has, as of the date hereof, acquired from HTMC that certain real property more particularly described in Exhibit "A" attached hereto (the "**SSM Property**"), and HTMC owns and is retaining that certain real property more particularly described in Exhibit "A-1" attached hereto (the "**HTMC Property**"), both of which are located in the City of Stateline, County of Douglas, State of Nevada. The SSM Property and the HTMC Property are hereinafter sometimes referred to individually as the "**Property**" and collectively as the "**Properties.**"

B. WHEREAS, each of HTMC and SSM desire to grant to the other and the other's respective tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns, certain easements on, over, upon and under certain portions of its Property, for the benefit of the other's Property, subject to the terms and conditions hereinafter set forth.

C. WHEREAS, any owner of a fee interest in any portion of the Properties may hereinafter be referred to as an "**Owner**" and all of the owners of the fee interest in the Properties are collectively referred to as the "**Owners**". All or any portion of the Properties may hereinafter be referred to as "**Land**".

**A G R E E M E N T :**

NOW, THEREFORE, in consideration of the premises and for other valuable and sufficient consideration, the parties agree that the foregoing recitals are true and correct and as follows:

1. Grant of Easements.

a. Parking and Property Access Easements. SSM grants to HTMC, for the benefit of and appurtenant to the HTMC Property, and for the benefit of the current and future Owner(s) of the HTMC Property, and their respective tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns (collectively, the "**HTMC Parties**"), a perpetual (except as otherwise provided herein) non-exclusive easement (i) for parking on a first-come, first-served, unreserved basis with no assignment of particular spaces and no guarantee that parking will be available in any particular location, subject to SSM's reasonable non-discriminatory (as between the SSM Property and the HTMC Property) parking rules and regulations, in the designated parking areas located on those portions of the SSM Property as generally depicted on **Exhibit "B"** attached hereto and incorporated herein by reference (collectively, the "**Property Parking and Access Area**"), it being acknowledged that the location of the Property Parking and



Access Area shown on **Exhibit "B"** is approximate only, and (ii) for pedestrian and vehicular use, ingress and egress on, over, across and through the Property Parking and Access Area.

b. HTMC Property Access Easement. HTMC grants to SSM, for the benefit of and appurtenant to the SSM Property, and for the benefit of the current and future Owner(s) of the SSM Property, and their respective tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns (collectively, the "**SSM Parties**"), a perpetual (except as otherwise provided herein) non-exclusive easement (a) for pedestrian and vehicular use, ingress and egress on, over, across and through those portions of the HTMC Property as generally depicted on **Exhibit "C"** attached hereto and incorporated herein by reference (the "**HTMC Property Access Area**"), it being acknowledged that the location of the HTMC Property Access Area shown on **Exhibit "C"** is approximate only, and (b) for parking on a first-come, first-served, unreserved basis with no assignment of particular spaces and no guarantee that parking will be available in any particular location, subject to HTMC's reasonable non-discriminatory (as between the SSM Property and the HTMC Property) parking rules and regulations, in the designated parking areas located on those portions of the HTMC Property as generally depicted on **Exhibit "F"** attached hereto and incorporated herein by reference, as may be revised from time to time by HTMC, in its sole and absolute discretion, and excepting any and all parking areas and spaces which are designated by HTMC from time to time, in its sole and absolute discretion, as valet, reserved or diamond level (collectively, excluding such areas and spaces, the "**Parking Areas**"), it being acknowledged that the location of the Parking Areas on **Exhibit "F"** is approximate only; provided, however, that the number of parking spaces in the Parking Areas subject to the grant of easement in this Section 1.b(b) (the "**Parking Easement**") and available for use by the SSM Parties shall not in any event exceed two hundred ninety-eight (298) .

c. Rules and Regulations. The Property Parking and Access Area, the HTMC Property Access Area and the Parking Areas may be collectively referred to herein as the "**Easement Areas**" and each may be referred to as an "**Easement Area**". Each Owner shall have the right from time to time to establish reasonable rules and regulations for the Easement Areas located on such Owner's Land, including, with respect to the HTMC Property, the right to reserve additional reserved and/or exclusive parking spaces. SSM shall comply, and shall cause the SSM Parties to comply, with all rules and regulations established by HTMC from time to time provided SSM receives notice of the same. Further, each Owner shall have the right to monitor the use of the Easement Areas located on its Land, including, without limitation, by the issuance of parking stickers or passes or by gated or otherwise restricted entry; provided, however, that any Owner electing to monitor the use of any Easement Area located on its Land shall provide to any Owner with the right to use such Easement Area parking stickers or passes as applicable at no cost or expense to such Owner, except as expressly set forth herein.

d. Relocation. Any Owner, by delivery of written notice to the other Owner(s) (a "**Termination Notice**"), shall have the right, in its sole and absolute discretion and from time to time, to terminate any and all of the easements granted in this Section 1 with respect to the Easement Areas or portion thereof located on its Land effective as of the date for termination set forth in such written notice (which in no event shall be less than sixty (60) days following such Owner's delivery of such notice) (the "**Termination Date**"); provided, however, that as a condition precedent to the termination of the Parking Easement with respect to the Parking Areas, or any portion thereof, HTMC shall identify the number of parking spaces to be terminated in the Termination Notice (each, a



“**Terminated Space**” and collectively, the “**Terminated Spaces**”) and shall, at its election (exercisable in HTMC’s sole discretion) and sole cost and expense (except as otherwise provided herein), (i) provide for relocation or substitution of the number of parking spaces equal to the Terminated Spaces on property located within one thousand five hundred (1,500) feet of the SSM Property owned by HTMC, any affiliate of HTMC or any third party at HTMC’s election; or (ii) cause the number of parking spaces equal to the Terminated Spaces to be added to the SSM Property to the extent available and/or practicable, including without limitation, an expansion of the then existing parking areas on the SSM Property (including the right to alter hardscaping and/or landscaping and/or include additional striped parking spaces in the UST Access Area (as defined below) at HTMC’s discretion) or by construction of a parking structure with SSM’s reasonable cooperation (but, notwithstanding anything herein to the contrary, HTMC shall only be responsible to pay for the costs and expenses of any such parking structure to the extent necessary to provide replacement of the Terminated Spaces and in no event shall HTMC’s total contribution for such costs and expenses exceed Twenty Thousand and No/100 Dollars (\$20,000.00) per Terminated Space); or (iii) pay to SSM an amount equal to Twenty Thousand and No/100 Dollars (\$20,000.00) per Terminated Space; or (iv) elect any combination of (i), (ii) and (iii) above with respect to certain Terminated Spaces so long as pursuant to such combination SSM obtains the use of a relocated or substitute parking space or payment for, as applicable, each Terminated Space. Upon any such termination, the Owners of the Properties agree to enter into and record an amendment and/or a new agreement with substantially similar terms as provided for herein except as required by any third party on whose property any substituted or relocated parking spaces are to be located, as applicable, to reflect such terminated easement, Easement Areas and/or new agreement(s) as applicable. Upon any such termination, the obligations of each Owner relating to such terminated easements and/or related Easement Areas or portion thereof shall cease and no Owner shall have any further obligations with respect to such Easement Areas or portion thereof.

2. Maintenance of Easement Areas. Each Owner of the Land shall keep and maintain, at its sole cost and expense, those portions of the Easement Areas situated upon or within its Land, in good condition and repair, free of trash and other debris, in accordance with all existing and future declarations of covenants, conditions and restrictions (or any similar documents) encumbering such Land, and all applicable laws, ordinances, regulations and codes. Each Owner agrees that such maintenance and repair obligations shall be without regard to the relative intensity or volume of use of the Easement Areas by the other Owner(s), except as otherwise set forth herein. Notwithstanding anything herein to the contrary, to the extent any Owner is required to perform maintenance or repair due to any gross negligence or willful misconduct of any other Owner or its tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns, such other Owner shall reimburse the Owner undertaking such maintenance or repair for all costs and expenses in connection with the same within thirty (30) days following request therefor. Without limiting the foregoing, the maintenance obligations of each Owner with respect to the Easement Areas or portion thereof located on its Land shall include, without limitation, the following:

a. Maintain, repair and replace the paved surfaces of the Easement Areas such that those surfaces are smooth and evenly covered with the type of surfacing materials as shall be in all respects equal to the original surfacing materials in quality, appearance and durability, and all in accordance with generally accepted maintenance standards for a first-class hotel and casino. It is agreed that all paved areas must be constructed of hard surface material of an asphaltic concrete material in accordance with good engineering practices and in a good and workmanlike manner; and



b. Remove all papers, debris, filth and refuse from the Easement Areas and wash or thoroughly sweep paved areas of the Easement Areas as reasonably required by generally accepted maintenance standards for a first-class hotel and casino so as to keep said area in a neat, clean and orderly condition.

3. Intentionally Omitted.

4. UST Easements.

a. Grant. SSM grants to HTMC, for the benefit of and appurtenant to the HTMC Property, and for the benefit of the current and future Owner(s) of the HTMC Property and the HTMC Parties, (a) a perpetual (except as provided herein), non-exclusive easement over, under, across and through those portions of the SSM Property as generally depicted on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**UST Use Areas**"), it being acknowledged that the location of the UST Use Areas shown on **Exhibit "D"** is approximate only, to, in HTMC's sole and absolute discretion, use, pump diesel fuel and/or gasoline from, fill and refill with diesel fuel and/or gasoline, maintain, improve, construct, remove, close, renew, repair and replace the 6000 gallon underground storage tank and the 10,000 gallon underground storage tank each located in the UST Use Areas, together with any and all appurtenant or related equipment and structures, including, without limitation, all facilities, improvements, pipelines, vents, intakes and equipment now or hereafter located in the UST Use Areas which relate to the operation of such underground storage tanks (collectively, the "**USTs**"), and (b) a perpetual (except as provided herein), non-exclusive easement for vehicular and pedestrian ingress, egress and access over, under, across and through those portions of the SSM Property as generally depicted on **Exhibit "E"** attached hereto and incorporated herein by this reference (the "**UST Access Areas**"), it being acknowledged that the location of the UST Access Areas shown on **Exhibit "E"** is approximate only.

b. Scope. Notwithstanding anything herein to the contrary, the Owner(s) of the HTMC Property and the HTMC Parties shall have unlimited and unrestricted vehicular and pedestrian access to the UST Use Areas and the UST Access Areas at all times and shall not be restricted or compelled in any way or manner whatsoever in their actions or inaction with regards to the USTs. The Owner(s) of the HTMC Property and the HTMC Parties shall not be limited in the number of entries or duration of each entry or in the type, size, weight or amount of vehicles permitted on the UST Access Areas. No Owner of the SSM Property nor any SSM Party shall block or erect barriers in, on, over or across the UST Use Areas and/or the UST Access Areas, or otherwise hinder or impede the use or vehicular or pedestrian access, ingress and/or egress or any other rights herein granted, nor render the easements granted pursuant to Section 4.a above unusable for the purposes set forth therein for any length of time.

c. Surface Repair. The Owner(s) of the HTMC Property shall, promptly following receipt of written notice from the Owner(s) of the Land on which the UST Use Areas are located, reasonably restore any surface improvements in the UST Use Areas which are damaged or require repair as a result of the exercise of rights by the Owner(s) of the HTMC Property pursuant to this Section 4.

d. Termination. The Owner(s) of the HTMC Property shall have the right, in its sole and absolute discretion, to terminate any or all of the easements with respect to the UST Use



Areas and/or the UST Access Areas granted pursuant to Section 4.a above by unilaterally recording a written memorandum to such effect. Upon any such termination, the Owner(s) of the HTMC Property shall have no further obligation to the Owner(s) of the Land on which the UST Use Areas or UST Access Areas are located with respect thereto, except as provided in Section 6.a below and except to the extent such Owner(s) fail to reasonably comply with the obligations and/or requirements for termination of use of the USTs which are set forth by any applicable governmental agency (“Agency”) with jurisdiction over the USTs (the “Closing Requirements”). In the event of any such termination prior to satisfaction of the Closing Requirements, the Owner(s) of the portion of the SSM Property on which the UST Access Areas are located hereby grants to the Owner(s) of the HTMC Property and the HTMC Parties an easement on, over, through, under and across all portions of the UST Access Areas for access and performance of any and all activities necessary to satisfy the Closing Requirements.

e. Enforcement. The Owner(s) of the HTMC Property shall have the right to enforce any breach by any of the Owner(s) of the SSM Property of its obligations set forth in this Section 4 by any proceeding at law or in equity. All current and future Owners of the SSM Property acknowledge that a breach or violation of any such obligations shall cause irreparable harm to the Owner(s) of the HTMC Property and shall entitle such Owner(s), as a matter of right, to an injunction restraining any further or continued breach or violation of any such obligation or other equitable relief without the need for posting a bond.

f. Monitoring Reports. Upon written request by SSM, HTMC shall promptly deliver to SSM copies of any and all monitoring reports related to the USTs which have been obtained by HTMC in the six (6) month period prior to such request.

5. Easement Cost. Each party hereto grants to the other the easements contained herein at no monetary cost to the other, and each Owner agrees that it has received valuable consideration in return for such grant, the receipt and sufficiency of which are hereby acknowledged by the parties hereto.

6. Indemnity and Insurance.

a. UST Indemnity. HTMC shall indemnify, defend, protect and hold SSM, its officers, directors, members, managers, partners, shareholders, agents, employees, successors and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all claims (including, but not limited to, the cost of investigating, responding to and complying with any Agency or administrative inquiries, accusations or charges, and attending and defending any Agency or administrative hearings), proceedings, lawsuits, liabilities, damages, injuries, deaths, losses, fines, penalties, judgments, liens (including mechanic’s and materialman’s liens), awards, costs and expenses, including reasonable attorneys’ fees and costs, that arise out of the use of the UST Use Areas by HTMC, including remediation of any soil or groundwater contamination originating from the USTs which is required by any Agency for a commercial purpose/use, provided, however, notwithstanding the foregoing, HTMC shall have no obligation to indemnify SSM or the Indemnified Parties for any of the foregoing that arise out of the willful misconduct or gross negligence of SSM, any of the Indemnified Parties or any of the SSM Parties. This indemnity obligation shall survive the termination of this Easement Agreement.



b. Easement Indemnity. Each Owner shall indemnify, defend, protect and hold the other Owner(s), and its or their respective, as applicable, tenants, officers, directors, members, partners, shareholders, agents and employees harmless from and against any and all claims, proceedings, lawsuits, liabilities, damages, injuries, deaths, losses, fines, penalties, judgments, liens (including mechanic's and materialman's liens), awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of, or relate in any way to (i) the use of the Easement Areas by such Owner or its tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns, (ii) the gross negligence or willful misconduct of such Owner or its tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns, or (iii) any breach or default by such Owner of its obligations or covenants under this Easement Agreement. This indemnity obligation shall survive the termination of this Easement Agreement.

c. Insurance. Each Owner, at its sole cost and expense, shall obtain and keep in force at all times a policy or policies (which may be a combination of primary coverage and umbrella policies) of (i) commercial general liability insurance for personal injury and property damage, which insurance shall cover the use and enjoyment of the Easement Areas by each such Owner and its tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns, in amounts customarily written on comparable properties in the County of Douglas, State of Nevada, but in no event less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate (such policy shall include each of the Owner(s) of the other Properties as an additional insured), (ii) property insurance carried on an "all risk" basis covering the applicable Property and all improvements thereon in an amount equal to the full replacement cost thereof with reasonable deductible amounts and (iii) workers compensation insurance in accordance with applicable laws. Such policies of insurance shall be issued by an insurance company having a rating of not less than A-VIII in Best's Insurance Guide and provide that said insurance shall not be canceled unless thirty (30) days' prior written notice shall have been given to each other Owner. On the Effective Date and thereafter prior to any expiration of a previously delivered certificate, each Owner shall provide the other Owners with a certificate of insurance evidencing the commercial general liability insurance required in clause (i) above.

7. Sale of Properties. If either SSM or HTMC, or their respective legal representatives, successors or assigns shall sell or transfer its legal interest as Owner of any portion of the SSM Property or HTMC Property, as applicable, then from and after the effective date of such sale or transfer that Owner shall be released and discharged from any and all further obligations, responsibilities and liabilities under this Easement Agreement as to the parts sold or transferred, except as otherwise provided in this Agreement and except as to those obligations, responsibilities and liabilities, if any, which have already accrued as of such date, and any such transferee by the acceptance of the transfer of such interest, shall thereupon become subject to the terms, conditions and covenants contained in this Easement Agreement to the same extent as if such transferee were originally a party hereto.

8. Duration of Easements; Binding on Successors. The easements created herein are hereby declared to be perpetual (except as otherwise provided herein), shall run with the SSM Property and the HTMC Property, as applicable, in perpetuity (except as otherwise provided herein), and shall be binding on SSM and HTMC and their respective legal representatives, successors and



assigns, and on all parties having or acquiring any right, title, interest or estate in the SSM Property and/or the HTMC Property or any portions thereof.

9. Enforcement. Without limiting the rights and remedies at law, in equity and under this Easement Agreement, each Owner shall have the right to prosecute a proceeding at law or in equity, subject to Section 9.a below, against any Owner of the SSM Property or HTMC Property for any breach hereunder, to accomplish any one or more of the following: to enjoin or prevent the violation; to cause such Owner to remedy such breach; or to recover damages for such breach. Nothing contained in this Easement Agreement shall be deemed to impose any liability upon an Owner for the failure to pursue any right or remedy arising out of a breach. Notwithstanding anything herein to the contrary, no breach of this Easement Agreement shall entitle any Owner of the Properties or portion thereof to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not effect in any manner any of the other rights or remedies that such Owner may have under this Easement Agreement, at law or in equity by reason of such breach.

a. WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS EASEMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS EASEMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER OWNER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (iii) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS EASEMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.a.

b. Rights and Remedies Cumulative. Each of the rights and remedies of each Owner with respect to this Easement Agreement and other provisions set forth herein shall be cumulative and not exclusive, and any Owner's exercise of one right or remedy shall not be deemed or construed to be an election of remedies or be deemed or construed as a waiver or in such a manner as to preclude such Owner from exercising any and all other rights and remedies available to such Owner at law, in equity or under this Easement Agreement, from time to time and in any order selected by such Owner in the sole and absolute discretion of each.

c. GOVERNING LAW; JURISDICTION. THE PARTIES HERETO AGREE THAT THIS AGREEMENT AND THE INTERPRETATION AND ENFORCEMENT OF SAME SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HERETO AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN WASHOE COUNTY, NEVADA AND AGREE THAT VENUE FOR ANY DISPUTE REGARDING THIS AGREEMENT SHALL BE IN WASHOE COUNTY, NEVADA.





10. Notices. All notices or other communications required or permitted hereunder shall be in writing and addressed to the applicable party at its address set forth below, and shall be (a) personally delivered or (b) sent by registered or certified mail, postage prepaid, return receipt requested, or (c) sent by nationally recognized overnight courier, or (d) delivered or sent by facsimile at such party's facsimile number set forth below, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if sent by overnight courier, the date the overnight courier delivery is made, or (iv) if given by facsimile, when sent. Any notice, request, demand, direction or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered by regular U.S. mail or by nationally recognized overnight courier.

To SSM:

SS Management LLC  
Attn: Michael A. Laub  
P.O. Box 257  
Glenbrook, NV 89413  
Telephone: (775) 745-6339  
Facsimile: (775) 588-3393

To HTMC:

Harveys Tahoe Management Company, Inc.  
Attn: Christine Sommella  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
Facsimile: (702) 892-2794

And To:

Harveys Tahoe Management Company, Inc.  
c/o Harvey's Lake Tahoe  
Attn: Randy Conroy  
18 Highway 50  
Stateline, NV 89449

With a copy to:

Brownstein Hyatt Farber Schreck, LLP  
100 City Parkway, Suite 1600  
Las Vegas, NV 89106  
Attention: Angela T. Otto, Esq.  
Facsimile: (702) 382-8135

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no



notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

11. Estoppel Certificates. Each Owner shall, within fifteen (15) days of a written request of any other Owner, issue thereto or to any mortgagee, or to any other person specified by such requesting Owner, an estoppel certificate stating: (a) whether the Owner to whom the request has been directed knows of any default under this Easement Agreement, and if there are known defaults, specifying the nature thereof; (b) whether to its knowledge this Easement Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) that to the Owner's knowledge this Easement Agreement as of that date is in full force and effect; and (d) such other matters as may be reasonably requested by the Owner or other person requesting the estoppel certificate.

12. Amendment of Easement Agreement. This Easement Agreement represents the full, complete and entire expression respecting the subject matter of this Easement Agreement. This Easement Agreement may be modified, amended or terminated, in whole or in part, only by the written consent of all of the then current Owners of record of the SSM Property and the HTMC Property except as otherwise set forth in Section 4.d above allowing for unilateral termination. Any modification, amendment or termination of this Easement Agreement shall become effective only upon recording the same in the Office of the County Recorder of Douglas County, Nevada.

13. No Dedication for Public Use. This Easement Agreement is not intended to, and does not, constitute a dedication for public use of all or any portion of the HTMC Property, and the rights granted herein are private and for the benefit only of SSM and HTMC and, except as otherwise provided herein, their respective tenants, subtenants, licensees, employees, agents, invitees, legal representatives, successors and assigns.

14. No Third Party Beneficiaries. The provisions of this Easement Agreement are for the exclusive benefit of HTMC and SSM and, except as otherwise provided herein, their respective successors and assigns, and are not for the benefit of any third party, nor shall this Easement Agreement be deemed to have conferred any rights, express or implied, upon any third party.

15. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

16. Interpretation. The provisions of this Easement Agreement shall be liberally construed to effect its purpose; the section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

17. No Waiver. Failure by any Owner of any of the Properties to enforce any covenant, condition or restriction contained herein or in any certain instance or on any particular occasion shall not be deemed to be a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

18. Severability. Any provisions of this Easement Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.



19. Mutual Drafting. Each party hereto has participated in the drafting of this Easement Agreement, which each party acknowledges is the result of extensive negotiations between the parties. In the event of any ambiguity or question of intent arises, this Easement Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement Agreement.

20. Attorneys' Fees. In any action between the parties arising out of this Easement Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs fixed by the court including those incurred on appeal and in collection.

[Signatures and acknowledgements appear on following pages]





IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

“SSM”

SS MANAGEMENT LLC,  
a Nevada limited liability company

By:

Name:

Its:

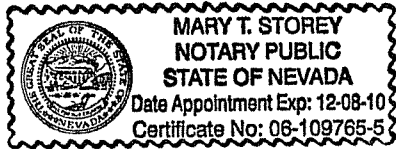
*[Handwritten Signature]*  
*[Handwritten Name: SS Management LLC]*  
*[Handwritten Title: Manager]*

*[Acknowledgement on following page]*



STATE OF Nevada  
COUNTY OF Douglas

This instrument was acknowledged before me on February 24, 2010, by  
Michael Laub as Manager of SS  
MANAGEMENT LLC.



(Seal, if any)

Mary T. Storey  
(Signature of Notarial Officer)

[HTMC signature on following page]



“HTMC”

HARVEYS TAHOE MANAGEMENT COMPANY,  
INC.,  
a Nevada corporation

By: 

Name: Thomas M. Jordan  
Its: Senior Vice President

*[Acknowledgement on following page]*

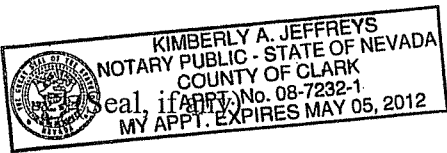
*COOPER*



STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on February 24, 2010, by  
Thomas M. Jenkin as Senior Vice President of  
HARVEYS TAHOE MANAGEMENT COMPANY, INC.



Kimberly A. Jeffreys  
(Signature of Notarial Officer)





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE SSM PROPERTY**

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

**Parcel No. 1:**

A parcel of land situated in the Southeast ¼ of Section 27, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, State of Nevada, described as follows:

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists; from which the state line monument on the South shore of Lake Tahoe bears North 47°52'13" West a distance of 2827.56 feet, and a GLO Brass Cap at the East quarter corner of said Section 27 bears North 68°16'13" East, a distance of 1945.13 feet; thence North 28°48'16" East along the Easterly line of U.S. Highway 50, a distance of 827.95 feet to the Southeast corner of that parcel of land described in the Deed to Barney's Incorporated, recorded June 7, 1961 in Book 7, Page 117, File No. 18139, Official Records, and the true point of beginning; thence North 28°48'16" East, along the Easterly line of U.S. Highway 50, a distance of 49.71 feet to the Northwest corner of said Barney's parcel; thence South 61°11'44" East a distance of 150.00 feet to the Northeast corner of said Barney's parcel and an angle point in the Northerly line of Parcel 1 in the Deed from Lake Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961 in Book 8, Page 752, File No. 18850, Official Records; thence South 28°48'16" West, a distance of 49.71 feet; thence North 61°11'44" West, a distance of 150.00 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded June 17, 2009, in Book 609, Page 5528, as Document No. 745381, Official Records of Douglas County, Nevada.

Assessor's Parcel No. 1318-27-002-003

**Parcel No. 2:**

Commencing at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists; thence Northeasterly along said right of way line, North 28°02' East, 680.50 feet to the true point of beginning; thence continuing along said right of way line, North 28°02' East, 147.45 feet to a point on the





Southerly line of that certain parcel of land described in the Deed to Barney's Incorporated, recorded June 7, 1961, in Book 7, Page 117, File No. 18139, Official Records; thence along the Southerly and Easterly lines of said parcel as described in the previously mentioned Deed, South 61°58' East, 150.00 feet and North 28°02' East, 49.71 feet to a point on the Northerly line of that certain piece or parcel of land described as Parcel 1 in the Deed from Tahoe Plaza Incorporated to Harrah's Club, recorded October 3, 1961 in Book 8, Page 752, as File No. 18850, Official Records; thence along the Northerly lines of Parcel 1 and Parcel 2, as described in the previously mentioned Deed, South 61°58' East (South 62°02' East, Deed) 420.00 feet to the most Northerly corner of that certain piece or parcel of land described as Parcel 1 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967 in Book 56, Page 334, File No. 39715, Official Records; thence Southeasterly along the Easterly lines of Parcel 1 and Parcel 2, as described in the previously mentioned Deed, South 32°55' East 147.97 feet; thence North 61°58' West, 247.89 feet; thence South 28°02' West, 87.87 feet; thence North 61°58' West 260.00 feet; thence North 85°19' West 95.69 feet; thence North 61°58' West, 102.73 feet to the true point of beginning.

The above metes and bounds description was previously described in document recorded June 17, 2009, in Book 609, Page 5528, as Document No. 745381, Official Records of Douglas County, Nevada.

Assessor's Parcel No. 1318-27-002-004

EXHIBIT "A"

-2-



EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE HTMC PROPERTY

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

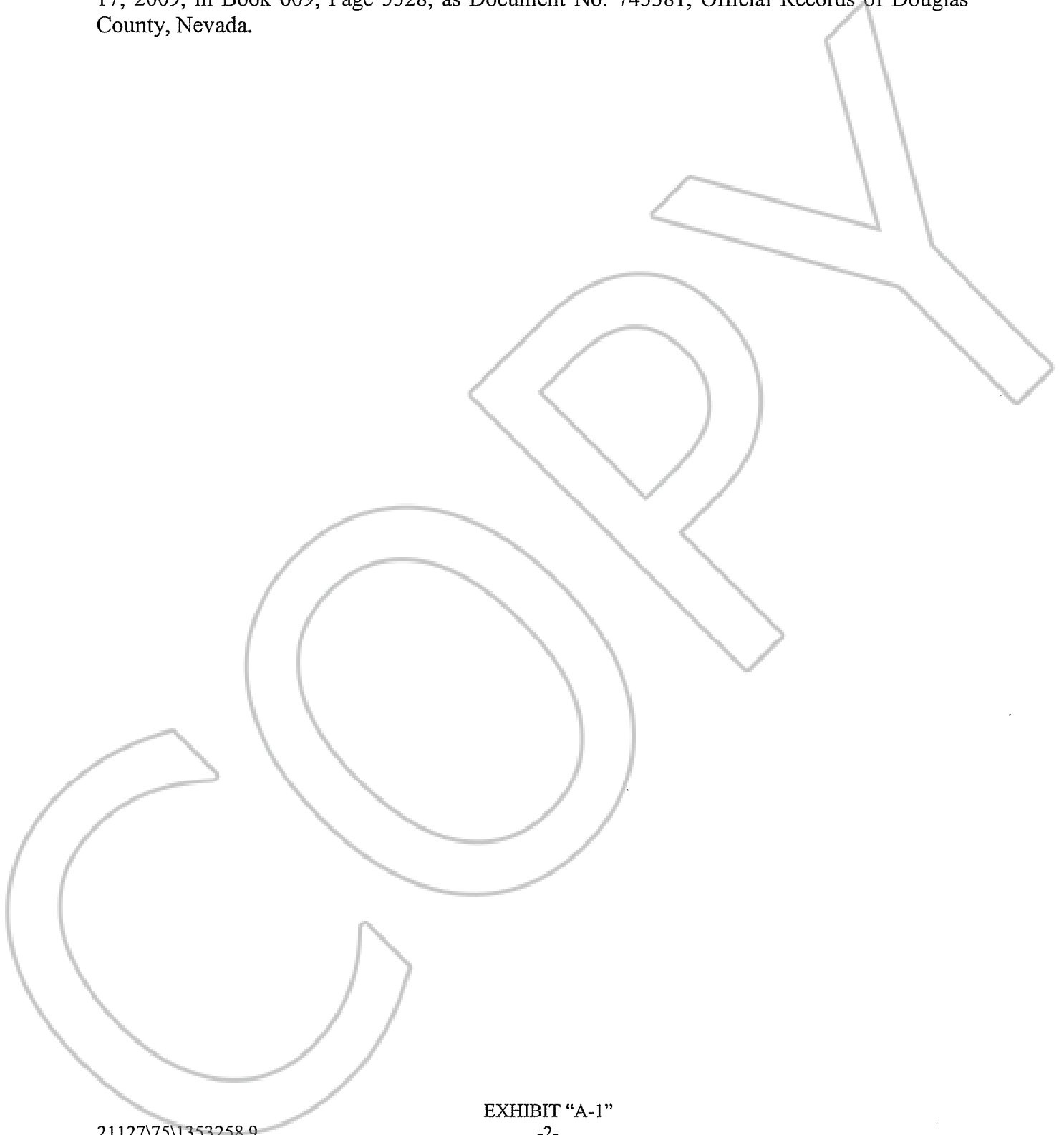
Beginning at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists, being the true point of beginning; thence Northeasterly along said right of way line of U.S. Highway 50, North 28°02' East 680.50 feet; thence leaving Highway 50, South 61°58' East, 102.73 feet; thence South 85°19' East, 95.69 feet; thence South 61°58' East, 260.00 feet; thence North 28°02' East, 87.87 feet; thence South 61°58' East, 247.89 feet, more or less, to a point on the existing fence along the Easterly line of that certain parcel of land described as Parcel 2 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967, in Book 56, Page 334, File No. 39715 Official Records; thence along said fence line, South 32°55' East, 194.91 feet, more or less to a found brass capped concrete monument marked RE 933; thence continuing along a fence on the Easterly line of that certain parcel of land described as Parcel 2 in the previously mentioned Deed, South 0°25'42" East, 783.03 feet to a point on the North line of the Southeast ¼ of the Southeast ¼ of Section 27, Township 13 North, Range 18 East, M.D.B.&M., said point being marked on the ground by a found brass capped concrete monument marked RE 933; thence Easterly along said line, South 89°51'54" East, 279 feet, more or less, to the West line of the proposed relocation of U.S. Highway 50 right of way; thence Southwesterly and Northwesterly along said line of proposed relocation of U.S. Highway 50, the following courses per Highway bearings and distances: South 45°26'04" West, 62.60 feet; thence South 62°56'14" West 193.09 feet; thence south 42°34'22" West, 167.96 feet; thence North 73°22'13" West, 88.54 feet; thence North 59°10'02" West, 101.98 feet; thence North 47°54'42" West, 388.23 feet, along a curve to the left the tangent of which bears the last described course with a radius of 500.00 feet through a central angle of 20°36'41" for an arc distance of 179.87 feet to a point on the Nevada-California State Line as it now exists; thence Westerly along the Nevada-California State Line to the point of its intersection with the Easterly line of U.S. Highway 50 as it now exists, to the true point of beginning.

EXCEPTING THEREFROM that portion of said land deeded to Douglas County, a political subdivision of the State of Nevada, by Deed recorded January 9, 1979 in Book 1642, File No. 29467, Official Records.

APN: 1318-27-002-005 and 007



The above metes and bounds description was previously described in document recorded June 17, 2009, in Book 609, Page 5528, as Document No. 745381, Official Records of Douglas County, Nevada.

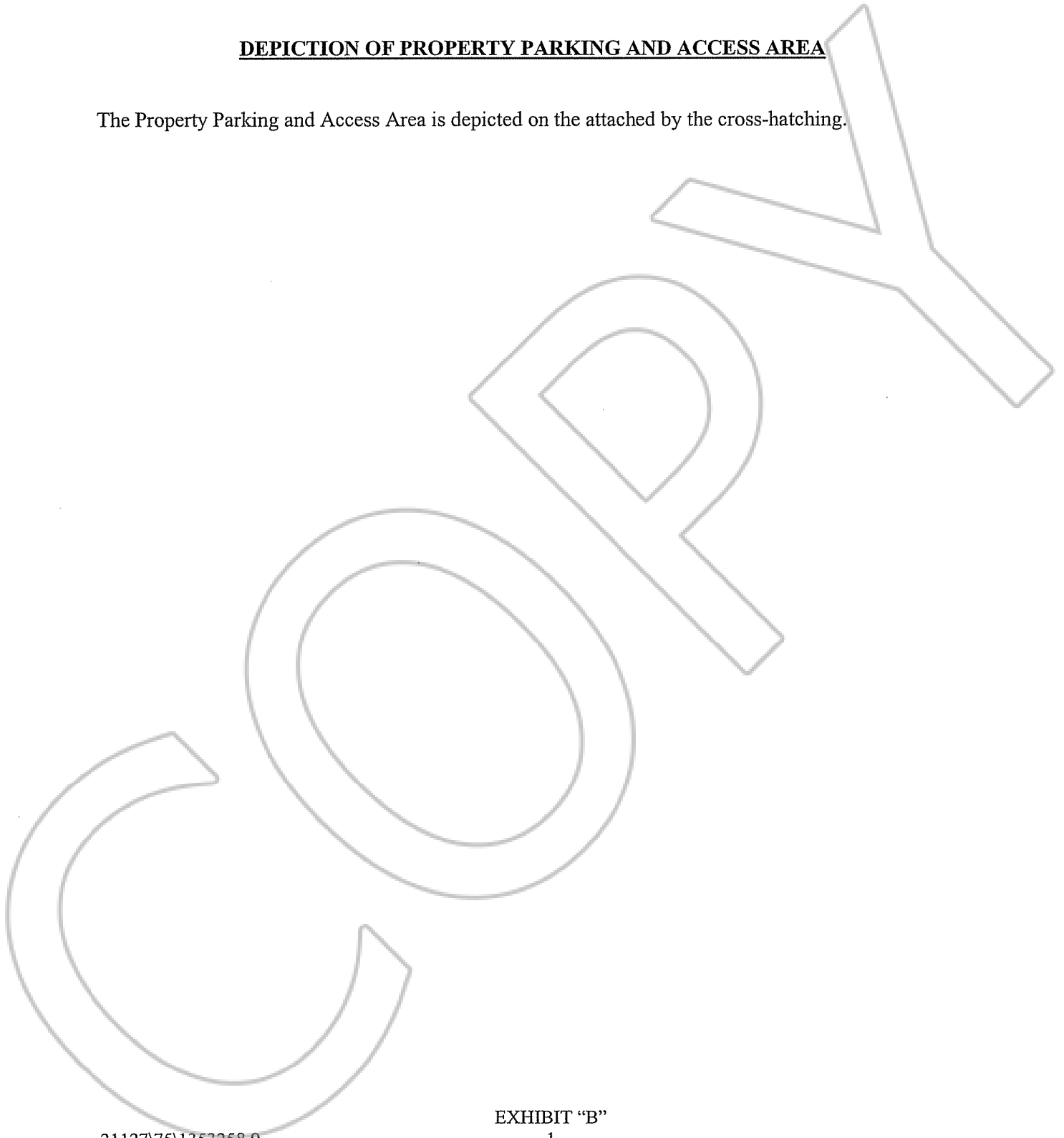




**EXHIBIT "B"**

**DEPICTION OF PROPERTY PARKING AND ACCESS AREA**

The Property Parking and Access Area is depicted on the attached by the cross-hatching.





**BILLS EXTERIOR PARKING CAPACITY:**

STANDARD	108
ADA (HAND CAPPED)	3
OVERSIZE (TRUCK)	0
LOADING (TRUCK)	0
MOTORCYCLE	0
TOTAL	111

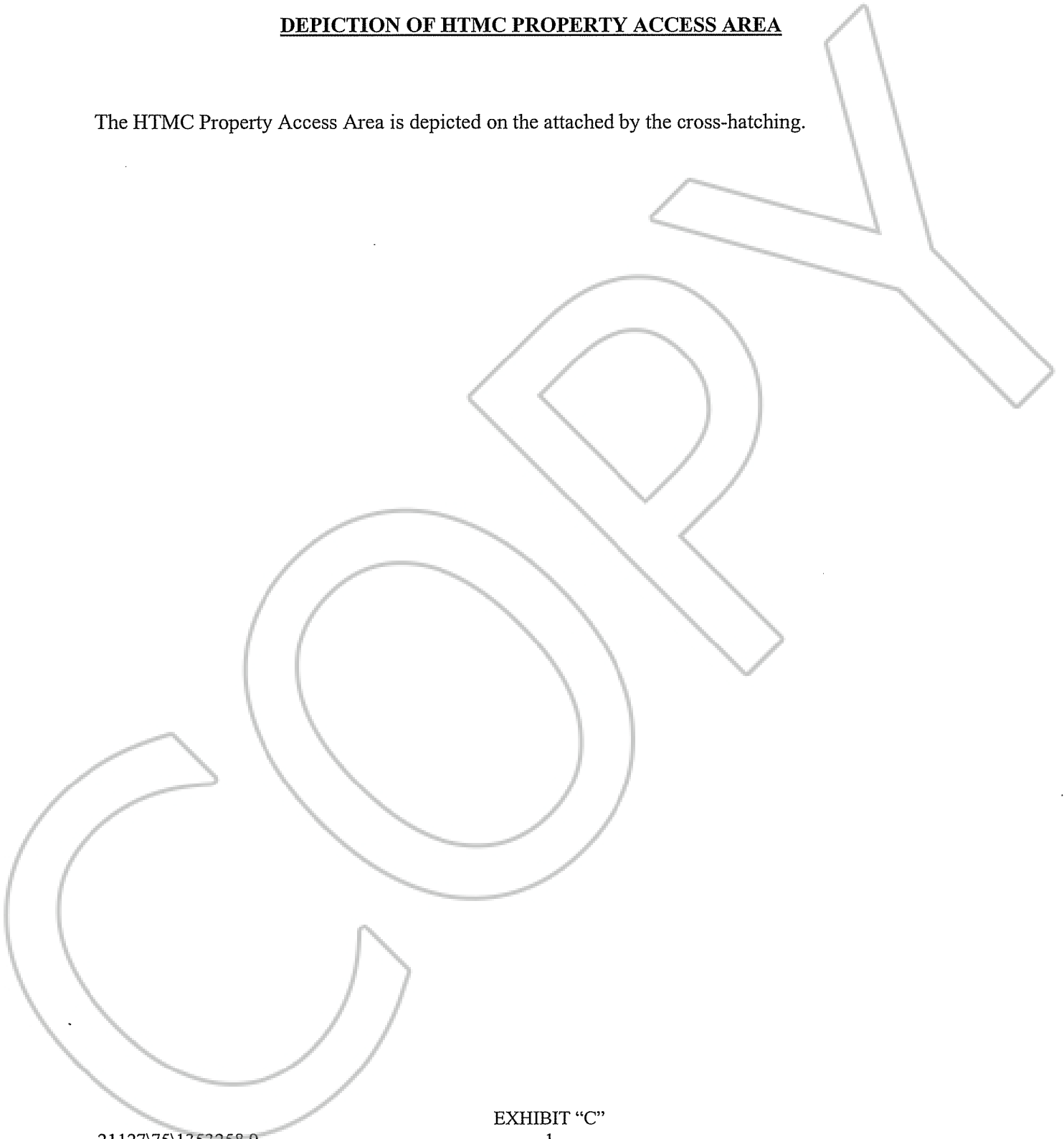
Exhibit "B"  
Property Parking  
and Access Area

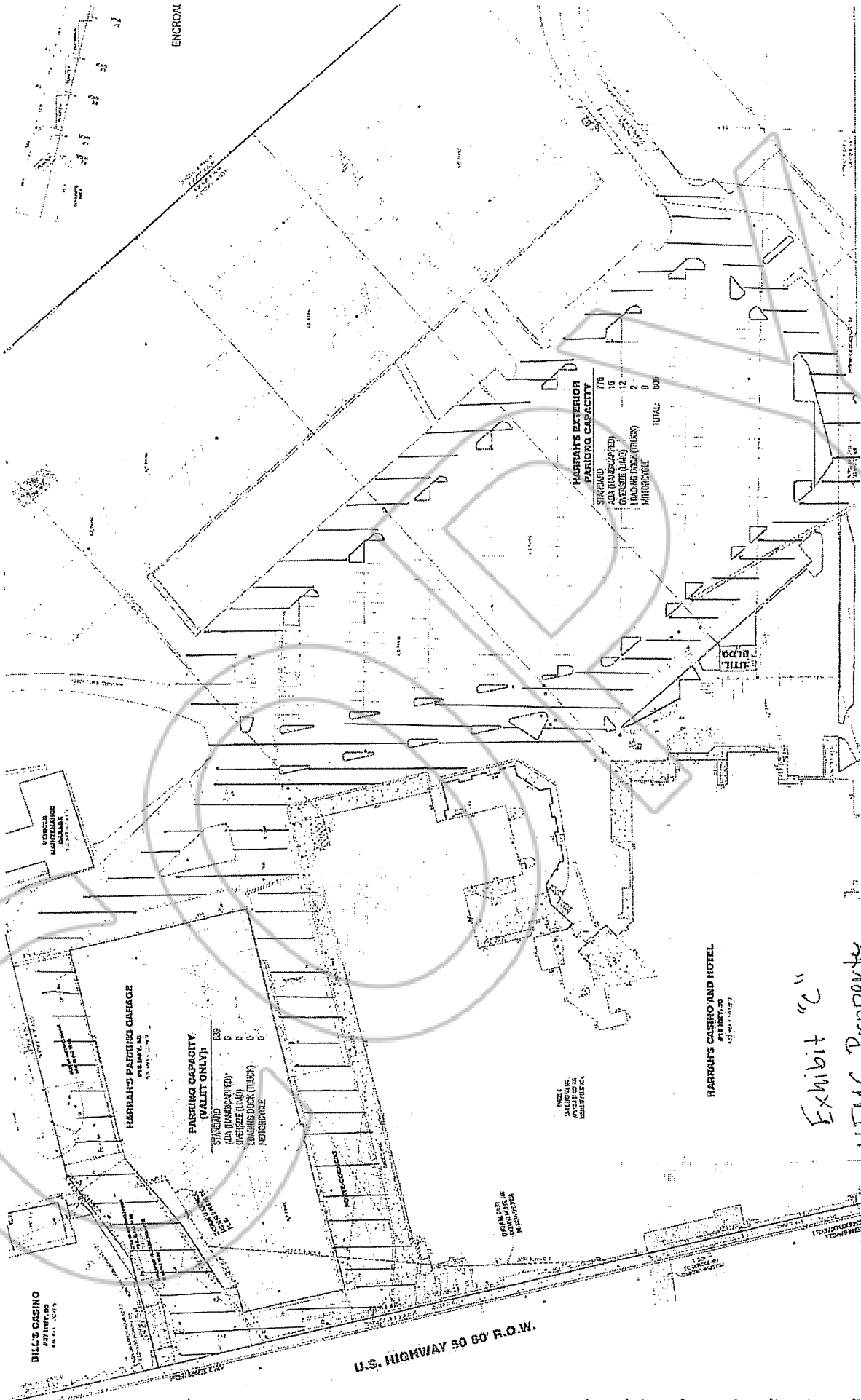


**EXHIBIT "C"**

**DEPICTION OF HTMC PROPERTY ACCESS AREA**

The HTMC Property Access Area is depicted on the attached by the cross-hatching.





ENGR/DAL

BILL'S CASINO  
#77 HWY. 50  
#12 100' x 100'

HARRATT'S PERFORMING GARAGE  
#18 HWY. 50  
#12 100' x 100'

PARKING CAPACITY  
(VALET ONLY):

STANDARD	639
ADA (HANDICAPPED)	0
OVERSIZE (TRUCK)	0
LOADING DOCK (TRUCK)	0
MOTORCYCLE	0

HARRATT'S EXTERIOR  
PARKING CAPACITY

STANDARD	716
ADA (HANDICAPPED)	16
OVERSIZE (TRUCK)	12
LOADING DOCK (TRUCK)	2
MOTORCYCLE	0
TOTAL:	806

HARRATT'S CASINO AND HOTEL  
#18 HWY. 50  
#12 100' x 100'

U.S. HIGHWAY 50 80' R.O.W.

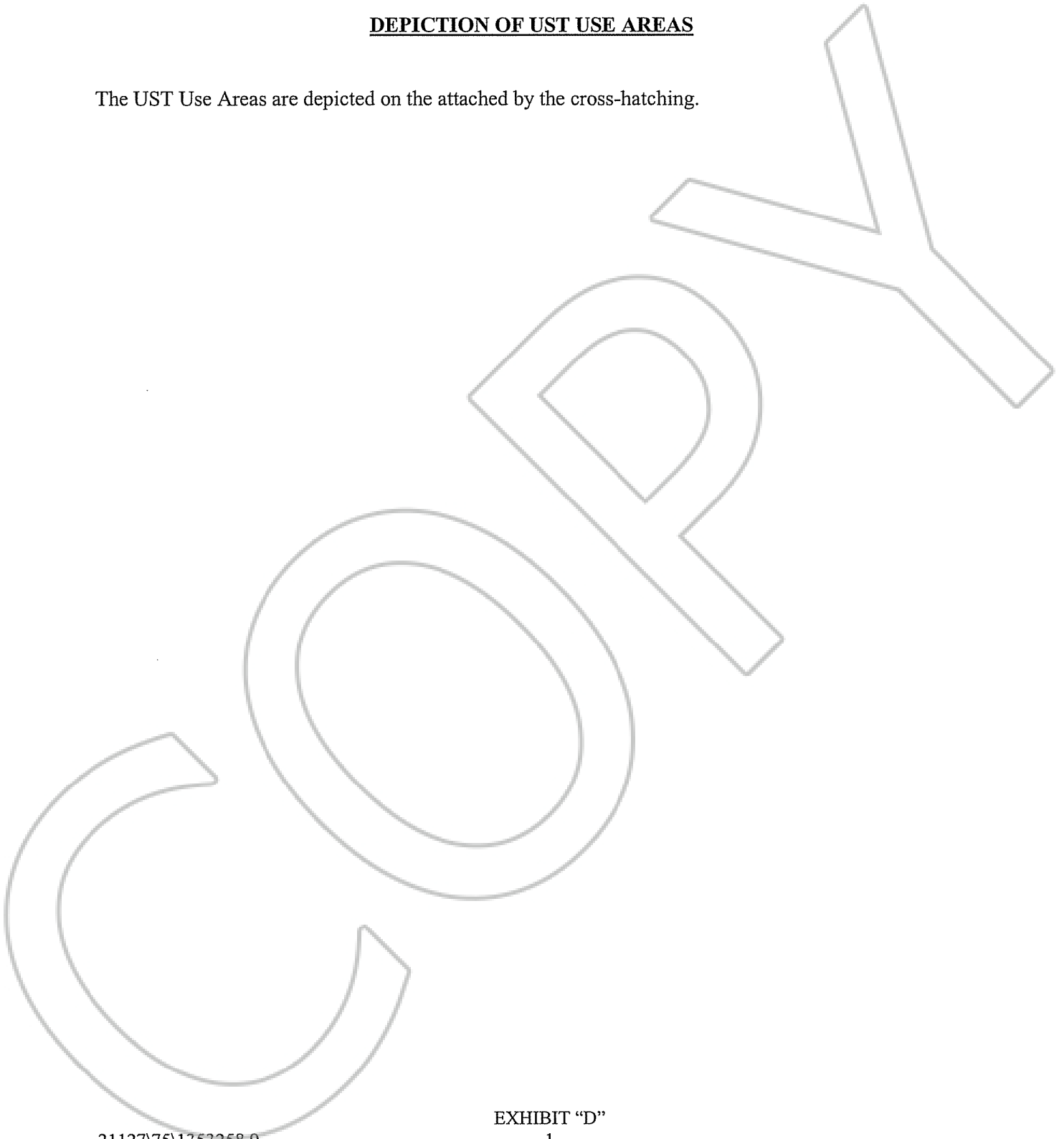
Exhibit "C"  
HTMC Property  
Access Area



**EXHIBIT "D"**

**DEPICTION OF UST USE AREAS**

The UST Use Areas are depicted on the attached by the cross-hatching.





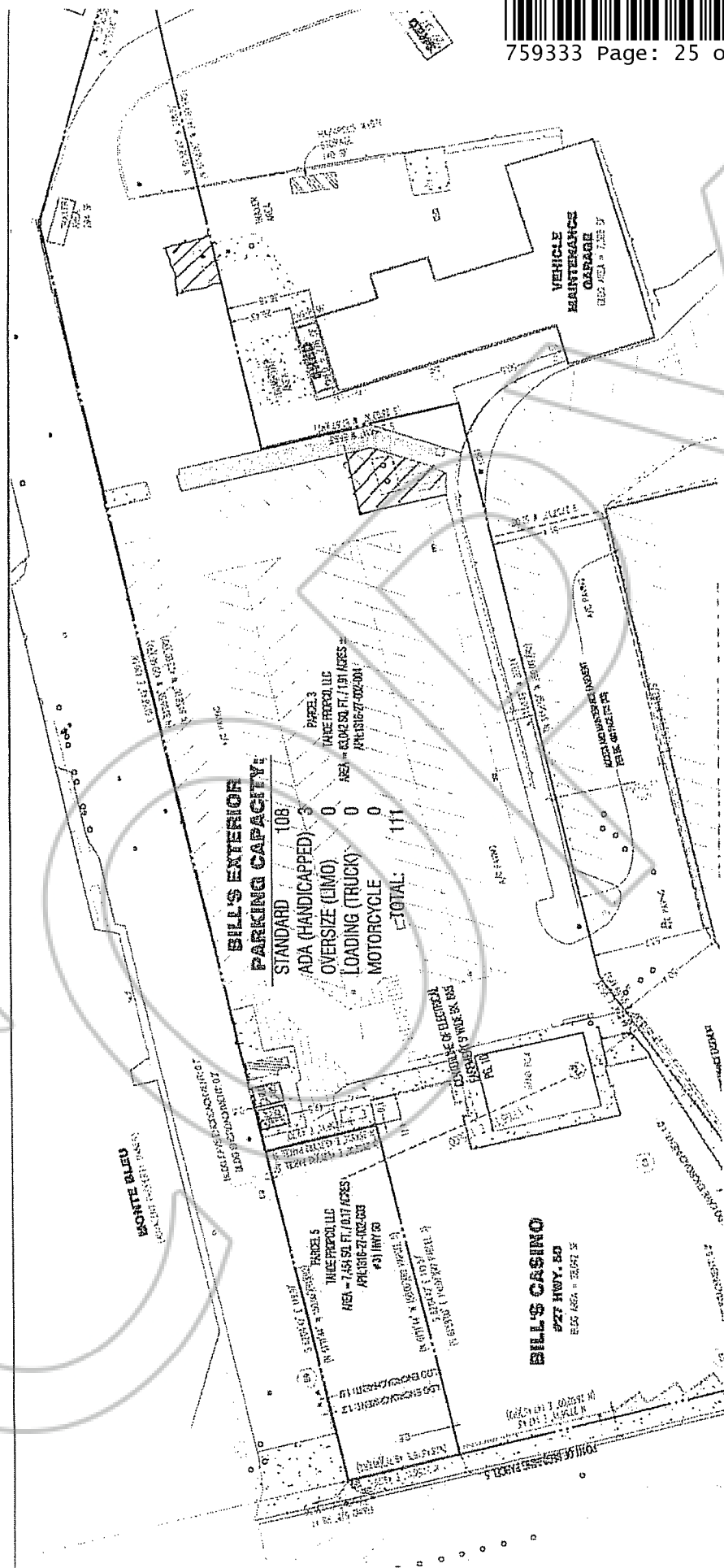


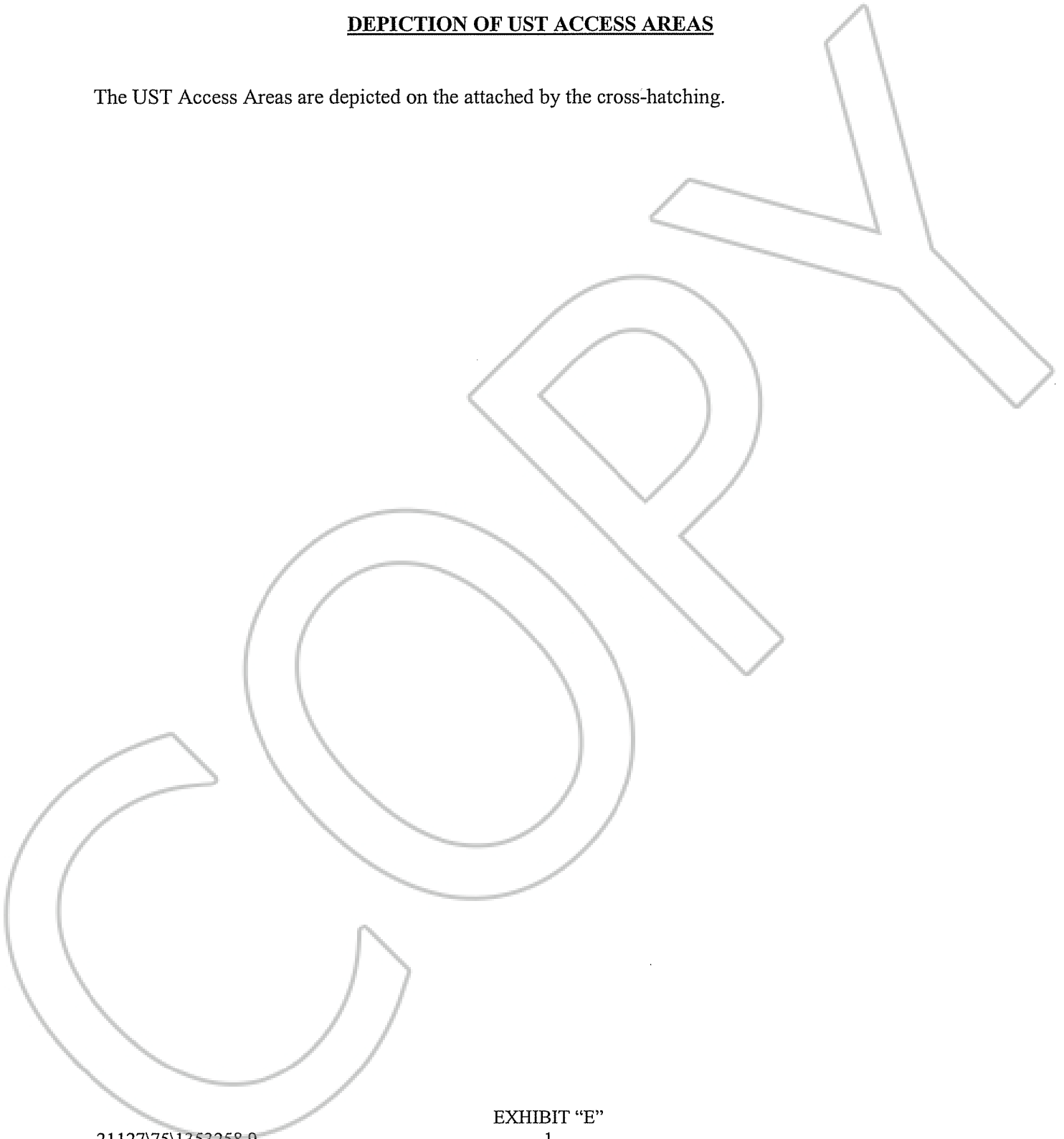
Exhibit "D"  
N5T Use Areas



**EXHIBIT "E"**

**DEPICTION OF UST ACCESS AREAS**

The UST Access Areas are depicted on the attached by the cross-hatching.



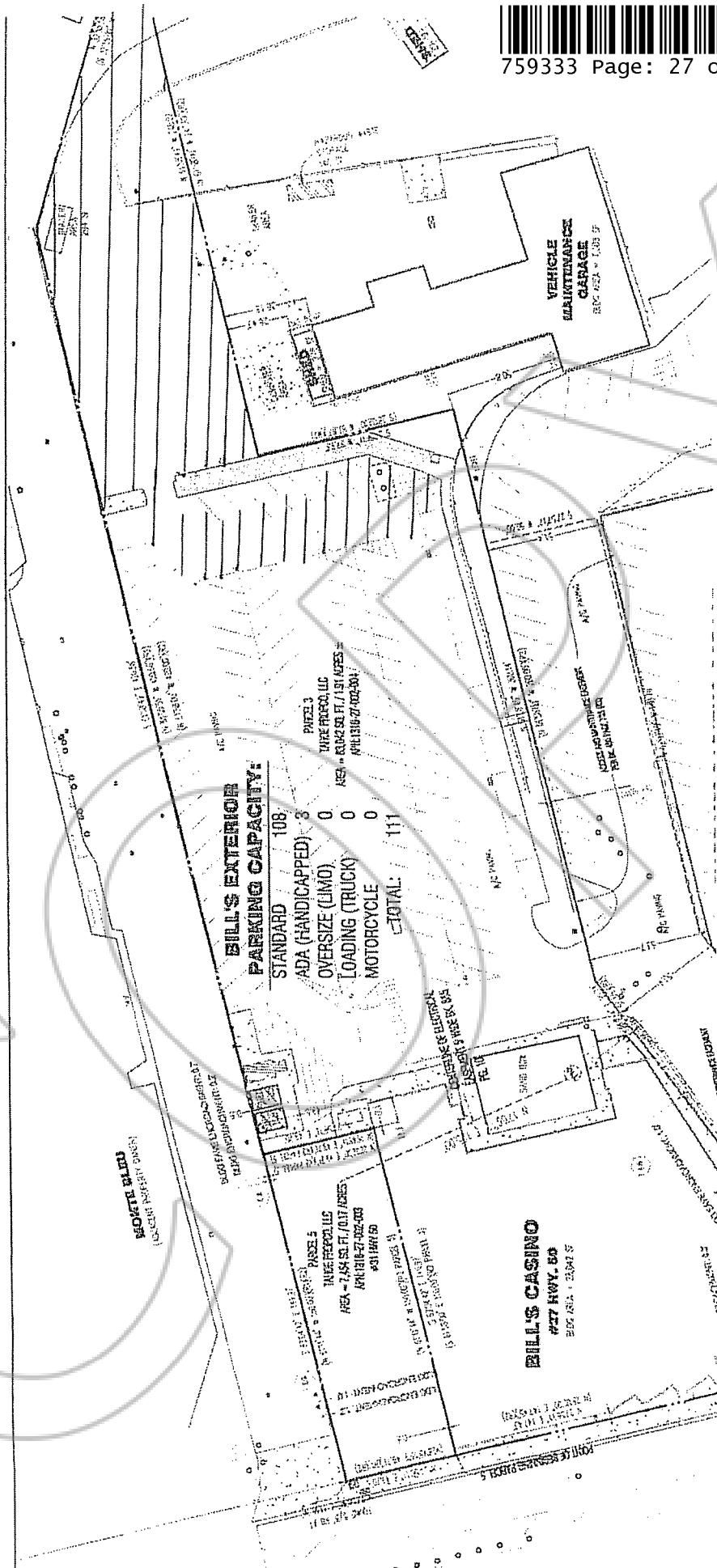


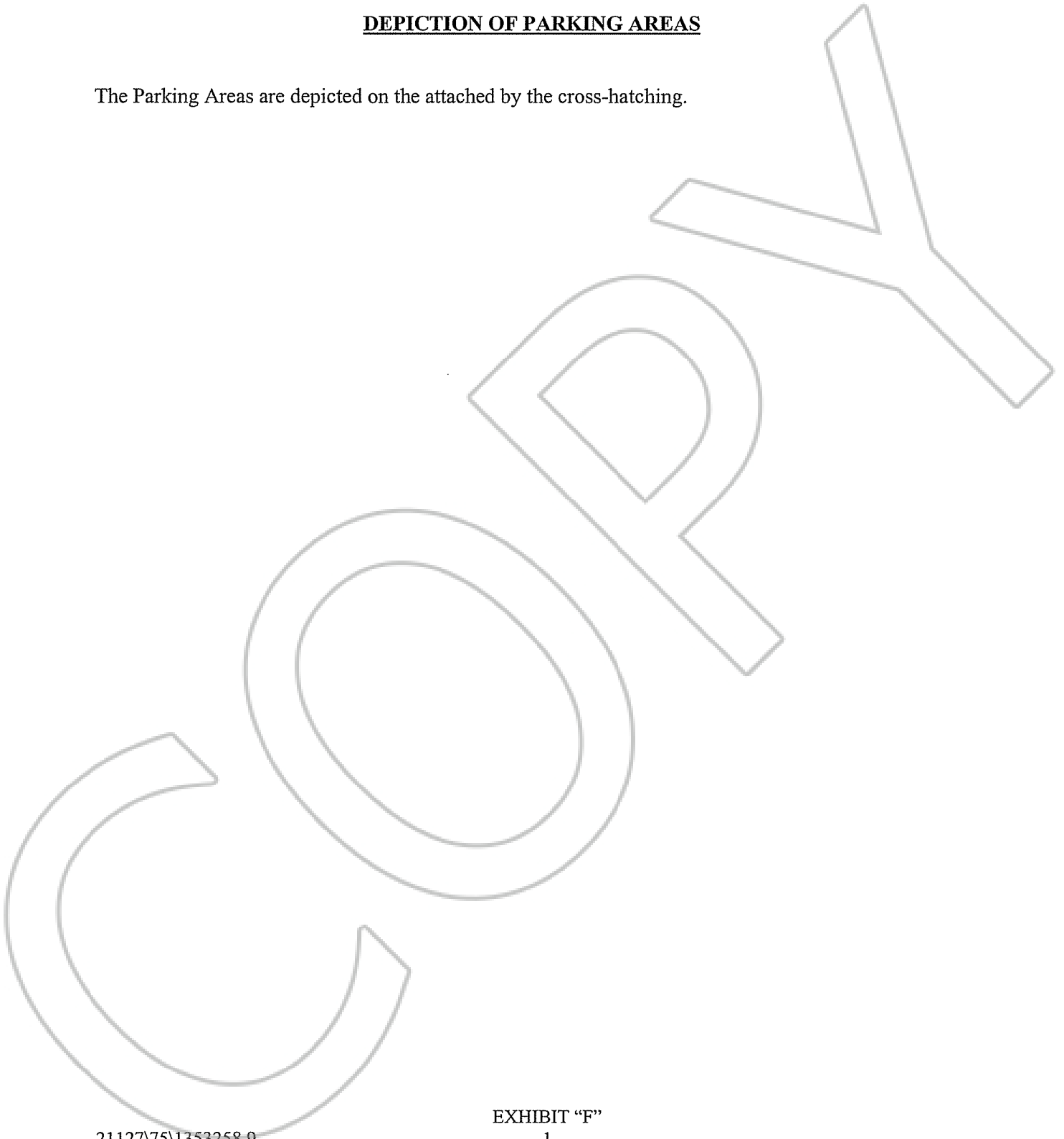
Exhibit "E"  
UST Access Areas



**EXHIBIT "F"**

**DEPICTION OF PARKING AREAS**

The Parking Areas are depicted on the attached by the cross-hatching.



U.S. HIGHWAY 50 BY R.O.W.

BILLY'S CASINO  
HOTEL, ME  
RESTAURANT

BK-210  
PG-5452



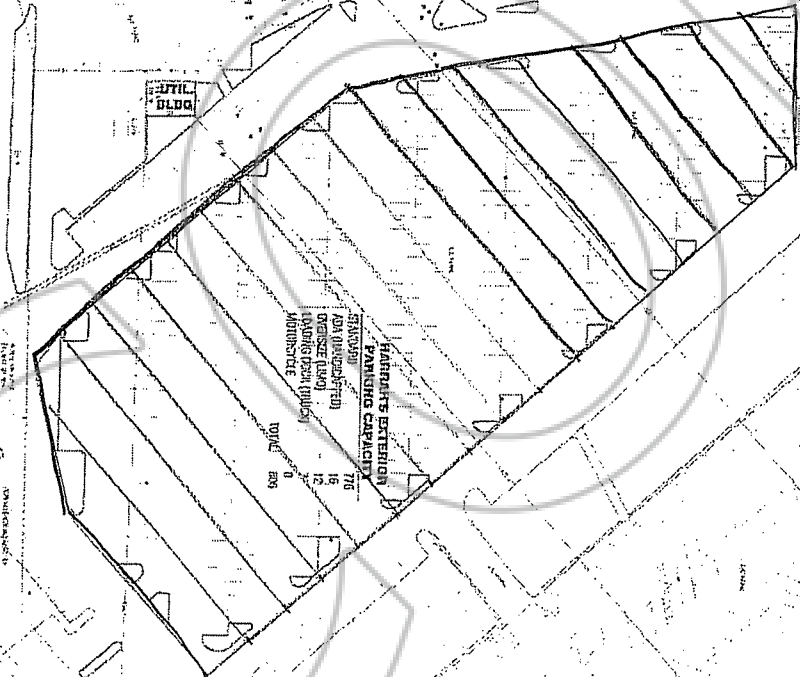
759333 Page: 29 of 30 02/26/2010

HARRIS CASINO AND HOTEL  
MILWAUKEE, WI

PARKING CAPACITY  
VALET ONLY  
STANDARD 0  
VAN OVERSEAS 0  
LUXURY (Limo) 0  
LUXURY (BUS) 0  
MOTORCYCLE 0

HOSPITAL PARKING SPACES

Exhibit "F"  
Parking Areas



HARRIS ESTERION  
PARKING CAPACITY  
STANDARD 716  
VAN OVERSEAS 16  
LUXURY (Limo) 12  
LUXURY (BUS) 12  
MOTORCYCLE 0  
TOTAL 806

UTIL. BLDG.

ENDROOM



SIGNATURE PAGE TO SELLER'S CLOSING STATEMENT

"Seller"

HARVEYS TAHOE MANAGEMENT COMPANY,  
INC.,  
a Nevada corporation

By: \_\_\_\_\_

Name: Thomas M. Fenkun  
Its: Senior Vice President

*COPIES*