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OFFICIAL RECORD
Requested By:
First American Title Minder
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-612 PG-1598 RPTT: EX#002



513

Ptns. of APNs: 1318-27-001-007
1318-27-002-006

2416742

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST-ACQ
1263 S. STEWART ST.
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Project: STP-0005(016)
E.A.: 73388

Parcels: PARCEL 1PE
PARCEL 2PE
PARCEL 3PE

EASEMENT DEED

THIS DEED, made this 2nd day of March, 2012 between EDGEWOOD COMPANIES, a Nevada corporation formerly known as and who acquired title as PARK CATTLE CO., a Nevada corporation, hereinafter called GRANTOR, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called GRANTEE,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns forever, for those purposes as contained in Chapter 408 of the Nevada Revised Statutes, three (3) permanent easements and rights-of-way for construction and maintenance, upon, over and across certain real property of the undersigned, described as follows:



PARCEL 1PE

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the NE 1/4 of Section 27, T. 13 N., R. 18 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2 1/2 inch brass GLO cap on galvanized pipe, stamped "1/4 S27/S26 T13N R18E 1939", which bears S. 45°37'23" W. a distance of 3,686.90 feet from a 3 inch USGLO brass cap, stamped "1/4 S23/S26 1939"; thence N. 41°16'06" W. a distance of 1,085.42 feet to the POINT OF BEGINNING; said point of beginning being a point on the right or southwesterly right-of-way line of Lake Parkway, 30.00 feet right of and at right angles to Highway Engineer's Station "L" 28+10.27 P.O.T.; thence S. 61°11'39" E., along the former southwesterly right-of-way line, a distance of 156.46 feet to said southwesterly right-of-way line; thence along said southwesterly right-of-way line the following seven (7) courses and distances:

- 1) N. 68°06'31" W. – 50.67 feet;
- 2) from a tangent which bears the last described course, curving to the left with a radius of 11.00 feet, through an angle of 83°05'08", an arc distance of 15.95 feet;
- 3) S. 28°48'21" W. – 1.00 foot;
- 4) N. 61°11'39" W. – 36.50 feet;
- 5) N. 28°48'21" E. – 1.00 foot;
- 6) from a tangent which bears the last described course, curving to the left with a radius of 11.00 feet, through an angle of 83°05'08", an arc distance of 15.95 feet;
- 7) N. 54°16'48" W. – 50.67 feet to the point of beginning; said parcel contains an area of 1,133 square feet (0.03 of an acre).

PARCEL 2PE

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the NW 1/4 of Section 26 and a portion of the SE 1/4 of the NE 1/4 of Section 27, all in T. 13 N., R. 18 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2 1/2 inch brass GLO cap on galvanized pipe, stamped "1/4 S27/S26 T13N R18E 1939", which bears S. 45°37'23" W. a distance of 3,686.90 feet from a 3 inch USGLO brass cap, stamped "1/4 S23/S26 1939"; thence N. 27°08'53" W. a distance of 660.53 feet to the



POINT OF BEGINNING; said point of beginning being a point on the right or southwesterly right-of-way line of Lake Parkway, 30.00 feet right of and radial to Highway Engineer's Station "L" 32+83.91 P.O.C.; thence from a tangent which bears S. 60°14'41" E., curving to the right along the former southwesterly right-of-way line, with a radius of 800.00 feet, through an angle of 46°03'00", an arc distance of 642.98 feet to said southwesterly right-of-way line; thence along said southwesterly right-of-way line the following nine (9) courses and distances:

- 1) from a tangent which bears N. 15°15'26" W., curving to the left with a radius of 725.91 feet, through an angle of 12°48'51", an arc distance of 162.35 feet;
- 2) from a tangent which bears N. 25°50'50" W., curving to the left with a radius of 795.33 feet, through an angle of 24°33'58", an arc distance of 341.01 feet;
- 3) N. 56°36'09" W. – 10.67 feet;
- 4) from a tangent which bears the last described course, curving to the left with a radius of 11.00 feet, through an angle of 87°21'15", an arc distance of 16.77 feet;
- 5) S. 36°02'36" W. – 1.00 foot;
- 6) N. 53°57'24" W. – 56.00 feet;
- 7) N. 36°02'36" E. – 1.00 foot;
- 8) from a tangent which bears the last described course, curving to the left with a radius of 11.00 feet, through an angle of 87°49'13", an arc distance of 16.86 feet;
- 9) N. 51°46'37" W. – 49.08 feet to the point of beginning;

said parcel contains an area of 3,356 square feet (0.08 of an acre).

PARCEL 3PE

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the NE 1/4 of the SE 1/4 of Section 27, T. 13 N., R. 18 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2 1/2 inch brass GLO cap on galvanized pipe, stamped "1/4 S27/S26 T13N R18E 1939", which bears S. 45°37'23" W. a distance of 3,686.90 feet from a 3 inch USGLO brass cap, stamped "1/4 S23/S26 1939"; thence S. 25°41'56" W. a distance of 1,211.60 feet to the



POINT OF BEGINNING; said point of beginning being a point on the right or northwesterly right-of-way line of Lake Parkway, 30.00 feet right of and at right angles to Highway Engineer's Station "L" 53+81.99 P.O.T.; thence S. 43°09'41" W., along the former northwesterly right-of-way line, a distance of 262.91 feet; thence N. 0°13'20" E., along said former right-of-way line, a distance of 15.01 feet to said northwesterly right-of-way line; thence N. 48°30'17" E., along said right-of-way line, a distance of 38.82 feet; thence N. 44°56'12" E., along said right-of-way line, a distance of 213.37 feet to the point of beginning; said parcel contains an area of 1,086 square feet (0.02 of an acre).

The Basis of Bearing for these descriptions is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

GRANTOR RESERVES ownership of and there is hereby excepted from this Easement Deed any and all water rights appurtenant to Parcel 1PE, Parcel 2PE and Parcel 3PE described above.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

This Agreement may be executed simultaneously 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.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to its assigns forever.

The above described permanent easement rights are subject to the terms and conditions of that certain Public Highway Agreement # _____ ("Public Highway Agreement") dated _____, 2012 by and among GRANTOR, TENANT (below defined) and the GRANTEE.

Subject to the terms and conditions of the Public Highway Agreement, COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability company ("TENANT"), hereby subordinates that certain Amended and Restated Net Lease Agreement, dated January 1, 2000 (referenced in that Assignment and Assumption Agreement, dated June 10, 2005, and recorded June 10, 2005 in the official records of Douglas County, Nevada, as Document No. 0646600), as amended by the Montbleu Lease Amendment No. 2 dated June 12, 2009, as amended by the Montbleu Lease Amendment No. 3 dated May 10, 2010, and as the same may be restated, amended or modified from time to time



hereafter (collectively, the "Lease"), to the encumbrance, lien or charge of this Easement Deed, and agrees that this Easement Deed is prior and senior to the Lease.

If the improvements contemplated by this Easement Deed and the Public Highway Agreement are not commenced by October 31, 2013, then this Easement Deed and all the rights and any obligations hereunder, shall automatically terminate for all purposes, without any further act or agreement by GRANTOR, GRANTEE or TENANT, and the same shall be of no further force or effect.

IN WITNESS WHEREOF, GRANTOR and TENANT, by and through its duly authorized officers, have caused this Easement Deed to be executed the day and year written below.

EDGEWOOD COMPANIES, a Nevada corporation

By: *Lynda Ribaudo* 4/2/12
Lynda Ribaudo, Chief Financial Officer Date

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

State of Nevada
County of *Douglas*

This instrument was acknowledged before me on *April 2, 2012* by Lynda Ribaudo as Chief Financial Officer of EDGEWOOD COMPANIES, a Nevada corporation.



[Signature]
Notary



COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability company

By: *LJM*
Lance J. Millage Date 3/29/12
EVP, CFO & Treasurer
of Tropicana Entertainment, Inc. as Manager of
Columbia Properties Tahoe, LLC

If signer shall be a corporation, trust, partnership or other unnatural person, an authorized person must sign on behalf of the signer. The agreement must be executed by the person approved by the bylaws, articles, or a certified, stamped copy of a resolution of the board of directors as provided with the executed agreement.

State of Nevada
County of Clark

This instrument was acknowledged before me on March 29, 2012,
by Lance J. Millage of Tropicana Entertainment, Inc. as
Manager of COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability
company.

Norine Ziemski
Notary

