

APNs: 1318-27-001-021, 1318-27-001-022
1318-27-001-020

**Recorded Requested By and
When Recorded, Return To:**

Feldman Thiel LLP
P.O. Box 1309
Zephyr Cove, Nevada 89448

**EMERGENCY ACCESS, INGRESS AND EGRESS, AND PARKING EASEMENT
AGREEMENT**

This EMERGENCY ACCESS, INGRESS AND EGRESS, AND PARKING EASEMENT AGREEMENT (“**Agreement**”) is entered into as of this 6th day of April, 2021, by EDGEWOOD COMPANIES, a Nevada corporation (“**EDGEWOOD**”), COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability company, doing business as MONTBLEU RESORT CASINO & SPA (“**MONTBLEU**”), and TAHOE DOUGLAS VISITORS AUTHORITY, a Nevada public agency (“**TDVA**”). EDGEWOOD, MONTBLEU and TDVA may be referred to herein, individually, as a “**Party**” or, collectively, as “**Parties.**”

RECITALS

A. EDGEWOOD is the fee owner of that certain real property located at 55 U.S. Highway 50 in Stateline, Douglas County, Nevada comprised of approximately 17.76 acres and more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**MontBleu Parcel**”).

B. MONTBLEU is a tenant of EDGEWOOD, operates the MontBleu Resort Casino & Spa (“**MontBleu Resort**”) on the MontBleu Parcel, and is entitled to possession thereof pursuant to a lease agreement by and between EDGEWOOD and MONTBLEU (as the same may be amended, restated, supplemented or modified from time to time, the “**Lease**”).

C. TDVA is the fee owner of that certain real property located at the corner of Lake Parkway and U.S. Highway 50 in Stateline, Douglas County, Nevada comprised of approximately 4.91 acres and more particularly described in Exhibit “B” attached hereto and made a part hereof (the “**TSEC Parcel**”).

D. TDVA is authorized by statute to, among other things, construct, maintain, operate and manage a multi-use event and convention center within the geographic region of Douglas County located within the Tahoe Basin.

E. TDVA has secured the necessary entitlements and approvals from the Tahoe Regional Planning Agency (“**TRPA**”) (collectively, “**TRPA Approvals**”) for the planning, construction and operation of the Tahoe South Events Center (“**Events Center**”), a publicly-

owned assembly and entertainment facility located at the corner of Lake Parkway and U.S. Highway 50. (TRPA File No. ERSP 2017-1212.)

F. EDGEWOOD, MONTBLEU and TDVA have entered into that certain Temporary Construction and Access Easement Agreement recorded July 24, 2020 as Document No. 2020-949693, Official Records, Douglas County, Nevada (the “TCE”), relating to construction of the Events Center and related infrastructure and parking improvements.

G. Upon completion of construction, the Events Center will consist of a new two-story 138,500± square-foot building with an event floor on the ground level and suites and offices on the upper level. The Events Center will have a maximum seating capacity of approximately 6,000, which would include floor seating for a concert or performing arts event, and an approximately 29,000 square-foot area for sporting events. It is anticipated the majority of events at the Events Center will consist of corporate and association meetings, banquets/receptions, and community events. As a condition of the above-referenced TRPA Approvals, attendance at the Events Center will be limited during the peak season, annually from mid-June through Labor Day, to 2,500 persons per day.

H. The TRPA Approvals require the Events Center and the MontBleu Resort to share the parking facilities on the MontBleu Parcel.

I. The TRPA Approvals also require the operators of Harrah’s Casino Hotel Lake Tahoe, Harveys Resort Hotel/Casino, MontBleu Resort, and Hard Rock Hotel & Casino Lake Tahoe (collectively, “Casino Operators”, and together with the fee owners of the real property on which such casinos are located, the “Casinos”) to manage their parking lots year-round under a paid parking program, and accordingly TDVA, TRPA and the Casinos have entered into or will enter into that certain Parking Management Agreement to be recorded in the Official Records of Douglas County, Nevada on or around the date hereof (as the same may be amended, restated, supplemented or modified from time to time in accordance with its terms, the “PMA”).

J. EDGEWOOD desires to grant certain access and parking rights in the MontBleu Parcel to TDVA and make certain reservations in connection therewith, MONTBLEU desires to acknowledge the granting of such rights to TDVA and make certain reservations in connection therewith, and TDVA desires to obtain such rights in the MontBleu Parcel, to facilitate the operation of the Events Center.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EDGEWOOD, MONTBLEU and TDVA covenant and agree as follows:

AGREEMENT

1. **GRANT OF EASEMENT.** Subject to the terms of this Agreement, EDGEWOOD hereby grants, declares, establishes and creates for the benefit of TDVA a non-exclusive easement over, under, along, across, and upon (x) existing access drives and existing surface and garage

parking and (y) any access drives and any surface and garage parking constructed pursuant to the TCE after the date hereof, in each case located on the portion of the MontBleu Parcel depicted within the red dashed lines in **Exhibit "C"** attached hereto and made a part hereof (the "**Easement Area**"), for purposes of: (i) emergency access to the TSEC Parcel by first responders; (ii) ingress and egress to and from the TSEC Parcel; (iii) during events at the Events Center, surface and garage parking for invitees, licensees, employees, directors, officers, agents and representatives of TDVA and the Events Center (collectively, "**TDVA Parties**"), in common with parking by invitees, licensees, employees, directors, officers, agents and representatives of EDGEWOOD, MONTBLEU and the MontBleu Resort (collectively, the "**Casino Parties**"); and (iv) during operating hours of the Events Center, surface parking for employees and officers of TDVA in the fourteen (14) parking spaces which will be constructed by TDVA pursuant to the TCE and will be located adjacent to the loading area as more particularly depicted in red on **Exhibit "D"** attached hereto and made a part hereof (the "**14 Spaces**"). All parking by the TDVA Parties on the Easement Area shall be subject to all applicable laws and to the applicable rules, regulations and procedures of MONTBLEU or the operator of the MontBleu Resort from time to time, including without limitation applicable requirements to pay for such parking (including in accordance with the paid parking program implemented pursuant to the PMA); provided that no fees shall be charged for parking by employees and officers of TDVA in the 14 Spaces during operating hours of the Events Center unless such fees are required to be charged by the PMA or applicable law. Further, TDVA hereby expressly covenants and agrees not to erect or place on or within the Easement Area any structures, improvements, or obstructions of any kind, except that TDVA shall have the right, at its sole cost and expense, to install signage designating the 14 Spaces for the use of TDVA officers and employees during operating hours of the Events Center (the "**Signage**"); provided that (a) the Signage and the installation thereof shall be subject to the reasonable approval of EDGEWOOD and MONTBLEU and shall comply with applicable law, (b) EDGEWOOD, MONTBLEU and the Casino Parties shall not be responsible for enforcing compliance with the Signage, and (c) TDVA shall maintain the Signage in good condition and in compliance with all applicable laws and, upon any termination of this Agreement, shall remove the Signage and repair any damage caused by such removal.

2. RESERVATION OF USE. Each of EDGEWOOD and MONTBLEU, on behalf of itself and its successors and assigns and for the benefit of the MontBleu Parcel and the MontBleu Resort and each tenant, subtenant and operator thereof, hereby expressly reserves the right to use the Easement Area for any and all purposes not materially inconsistent with the rights herein granted, including without limitation for maintenance and construction on the Easement Area, for ingress and egress by the Casino Parties, and for surface and garage parking by the Casino Parties (such parking to be in common with the TDVA Parties during events in the Events Center, except as otherwise provided herein). Further, notwithstanding anything to the contrary herein, during any time at which the surface and garage parking facilities on the Easement Area are occupied at eighty percent (80%) of capacity or more (as reasonably determined by MONTBLEU or the operator of the MontBleu Resort from time to time and including without limitation if such threshold is reached during any event at the Events Center), the Casino Parties shall have priority for parking and any persons that are TDVA Parties (as reasonably determined by MONTBLEU or

the operator of the MontBleu Resort from time to time) may be prohibited from further parking on the Easement Area except for the 14 Spaces during such time.

3. MAINTENANCE. The operator of the MontBleu Resort shall be solely responsible for maintaining and repairing the Easement Area (subject to the terms of the Lease, as applicable), including the removal of snow therefrom; provided that TDVA shall be solely responsible for maintaining and repairing the Signage.

4. NATURE OF EASEMENT; TERM. This Agreement is appurtenant to the TSEC Parcel and shall run with Easement Area. This Agreement shall remain in full force and effect so long as the Events Center is operational. A temporary suspension of Events Center operations shall not constitute cessation of the Events Center operational status.

5. EXISTING RESTRICTIONS. The rights and benefits granted to TDVA herein are subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for public utilities, whether or not of public record.

6. INDEMNITY. TDVA shall indemnify, defend and hold harmless EDGEWOOD and MONTBLEU and their respective Casino Parties, from and against any and all claims, demands, damages, losses, liabilities, costs and expenses, including attorneys' fees and costs (including the cost of defense) (collectively, "**Claims**") which arise out of, relate to or result from TDVA's or any of the TDVA Parties' use of the Easement Area or installation and maintenance of the Signage, except to the extent any such Claim is caused by the gross negligence or willful misconduct of EDGEWOOD or MONTBLEU, respectively. TDVA further agrees to indemnify, defend and hold harmless EDGEWOOD and MONTBLEU and their respective Casino Parties, from and against any and all Claims for any loss, injury, death or damage to persons or property, which at any time, is suffered or sustained by EDGEWOOD or MONTBLEU, their Casino Parties, the public, or any person whosoever may be using, occupying, visiting, or maintaining the Easement Area, or may be on or about the Easement Area, when such loss, injury, death or damage is asserted to have been caused by any act or omission of or breach of this Agreement by TDVA, its agents, servants, employees, invitees, or contractors, or any other TDVA Parties. Without limitation to the foregoing, (a) in case of any action or proceeding brought against EDGEWOOD and/or MONTBLEU by reason of such a Claim, upon notice from EDGEWOOD and/or MONTBLEU, TDVA shall cover the cost to defend such Claim, and (b) neither EDGEWOOD nor MONTBLEU shall be liable for, and TDVA waives and releases EDGEWOOD and MONTBLEU from, all Claims for damage to persons or property sustained by TDVA or its employees, agents, servants, invitees, contractors and customers or any other TDVA Parties resulting by reason of occupying, using, visiting, or maintaining the Easement Area, or being on or about the Easement Area.

7. INSURANCE. TDVA shall maintain commercial general liability insurance with liability limits of no less than Two Million Dollars (\$2,000,000.00), naming EDGEWOOD and MONTBLEU, their successors and assigns as additional insureds. TDVA shall cause its

Certificate(s) of Insurance to be delivered to EDGEWOOD and MONTBLEU prior to TDVA's or the TDVA Parties' use of the Easement Area.

8. RECORDATION; BINDING EFFECT. This Agreement shall be recorded in the real property records of Douglas County, Nevada, and as such shall be deemed a covenant running with the land or an equitable servitude, as the case may be, and shall be binding upon and inure to the benefit of the Parties to this Agreement, their respective heirs, executors, administrators, legal representatives, successors, and assigns, including the Events Center and MontBleu Resort operator(s). The Parties consent to the recording of this Agreement.

9. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area.

10. AUTHORIZED REPRESENTATIVE. Each individual signing on behalf of a Party to this Agreement is a duly authorized representative of the relevant Party and his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

11. CONSTRUCTION. The provisions of this Agreement should be liberally constructed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this document and had the opportunity to have its legal counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

12. NOTICE. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the Party to whom the notice is directed at the address of such Party as follows:

To EDGEWOOD:

John McLaughlin, President and CEO
Edgewood Companies
P.O. Box 2249
Stateline, Nevada 89449

with a copy to:

Gordon DePaoli, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511

To MONTBLEU:

Chief Financial Officer
Twin River Management Group, Inc.
100 Twin River Road
Lincoln, RI 02865

with a copy to:

General Counsel
Twin River Management Group, Inc.
100 Twin River Road
Lincoln, RI 02865

To TDVA:

Carol Chaplin, Executive Director
Tahoe Douglas Visitors Authority
P.O. Box 5878
Stateline, Nevada 89449

with a copy to:

Lewis S. Feldman
Feldman Thiel LLP
P.O. Box 1309
Zephyr Cove, Nevada 89448

Any written communication given by mail shall be deemed delivered three (3) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Any Party may change its address by giving the other Parties written notice of its new address as herein provided.

13. GOVERNING LAW. The validity and interpretation of this Agreement shall be governed by the laws of the State of Nevada.

14. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties'

intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such a determination.

15. DISPUTE RESOLUTION. The Parties will attempt to settle any claim or controversy arising out of this Agreement or the subject matter hereof through consulting and negotiating in good faith in a spirit of mutual cooperation. Except as noted below, if the Parties to the dispute (the “**Dispute Parties**”) fail to resolve the dispute within sixty (60) days after it is referred to them and do not mutually agree to extend the time for negotiation, then the dispute will be referred to and finally resolved by arbitration in accordance with the Commercial Arbitration Rules (the “**Rules**”) of the American Arbitration Association as such Rules may be modified by this Agreement, by one arbitrator, who will be agreed upon by the Dispute Parties. If the Dispute Parties are unable to agree upon a single arbitrator within thirty (30) days following the date arbitration is demanded, three (3) arbitrators will be used, one (1) selected by each side within ten (10) days after the conclusion of the thirty (30) day period and a third selected by the first two (2) within ten (10) days thereafter. Unless the Dispute Parties agree otherwise, they will be limited in their discovery to directly relevant documents. Responses or objections to a document request will be served twenty (20) days after receipt of the request. The arbitrator(s) will resolve any discovery disputes. The foregoing arbitration proceedings may be commenced by any of the Parties by notice to the other Parties which are the subject of the dispute. Unless otherwise agreed by the Parties, all such arbitration proceedings will be held in Douglas County, Nevada. The arbitrator(s) will apply the law of Nevada. The arbitrator(s) will only have the authority to award actual money damages (with interest on unpaid amounts from the date due). The arbitrator(s) will not have the authority to award indirect, incidental, consequential, exemplary, special or punitive damages, and the Parties expressly waive any claimed right to such damages. The arbitrator(s) also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrators deem just and equitable and within the scope of this Agreement, including an injunction or order for specific performance. The award of the arbitrator(s) shall be the sole and exclusive remedy of the Parties. Judgment on the award rendered by the arbitrator(s) may be enforced in the courts identified below as the exclusive venue, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator(s). The costs and expenses of the arbitration, but not the costs and expenses of the Parties, will be shared equally by the Parties. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitration award, or fails to comply with the arbitration award, the other Dispute Parties are entitled to costs, including reasonable attorneys’ fees, for having to compel arbitration or defend or enforce the award. Except as otherwise required by law, the Dispute Parties and the arbitrator(s) will maintain as confidential all information or documents obtained during the arbitration process, including the resolution of the dispute.. Judgment on the award granted in any arbitration hereunder may be entered in any court having jurisdiction over the award or any of the Dispute Parties or any of their respective assets. The Parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge and jury except as expressly provided herein. Nothing in this Section 15 will prevent a party from resorting to judicial proceedings if (i) interim relief from a court is necessary to prevent serious and irreparable injury to such party; or (ii) litigation is required to be filed prior to the running of the applicable statute of limitations. The Parties agree that the forum for any such legal

proceedings shall be the Ninth Judicial District Court, Douglas County, Nevada, or the Federal District Court in Reno, Nevada.

16. ATTORNEYS' FEES. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party(ies) shall be entitled to recover reasonable attorneys' fees which may be determined by the court in the same action or in a separate action brought for that purpose.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

18. WAIVER. The waiver of a breach of any provision of this Agreement by any Party shall not be deemed to be a waiver of any preceding or subsequent breach under the Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

19. ENTIRE AGREEMENT AND AMENDMENT. This Agreement contains the entire understanding and agreement of the Parties as to the subject matter of this Agreement. The Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties or their successors or assigns.

[SIGNATURE PAGES TO FOLLOW]

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

**TAHOE DOUGLAS VISITORS AUTHORITY,
a Nevada Public Agency**

By: 

Print Name: CAROL CHAPLENO

Its: President/CEO

**EDGEWOOD COMPANIES
a Nevada corporation**

By: 

Print Name: JOHN McLAUGHLIN

Its: PRESIDENT & CEO

**COLUMBIA PROPERTIES TAHOE, LLC,
a Nevada limited liability company
dba MONTBLEU CASINO RESORT & SPA**

By: _____

Print Name: _____

Its: _____

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

TAHOE DOUGLAS VISITORS AUTHORITY,
a Nevada Public Agency

By: _____

Print Name: _____

Its: _____

EDGEWOOD COMPANIES
a Nevada corporation

By: _____

Print Name: _____

Its: _____

COLUMBIA PROPERTIES TAHOE, LLC,
a Nevada limited liability company
dba MONTBLEU CASINO RESORT & SPA

By: 

Print Name: Edmund L. Quatmann, Jr.

Its: Executive Vice President, Chief Legal Officer
and Secretary

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

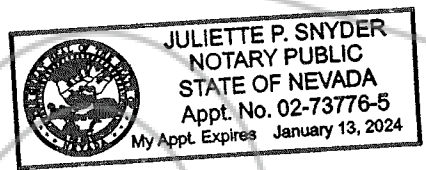
STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on April 6, 2021 (date), by Carol Chaplin (name of person) as President CEO (type of authority) of TAHOE DOUGLAS VISITORS AUTHORITY, a Nevada public agency.

Juliette P. Snyder
Notary Public

[SEAL]



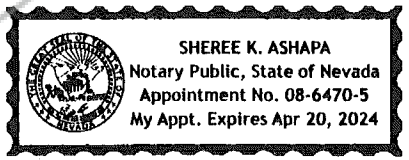
STATE OF NEVADA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on APRIL 5th, 2021 (date), by JOHN McLAUGHLIN (name of person) as PRESIDENT AND CEO (type of authority) of EDGEWOOD COMPANIES, a Nevada corporation.

[Signature]
Notary Public

[SEAL]



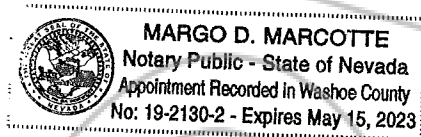
STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on April 5, 2021 (date), by Edmund L. Quatmann, Jr. (name of person) as Executive Vice President, Chief Legal Officer and Secretary (type of authority) of COLUMBIA PROPERTIES TAHOE, LLC, a Nevada limited liability company.



Notary Public



[SEAL]

[END]

EXHIBIT "A"

MONTBLEU

LEGAL DESCRIPTION

REAL PROPERTY situate in the County of Douglas, State of Nevada, being a portion of the East half of Section 27, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

BEGINNING at the most Southerly corner of Parcel 2 of that certain Survey Map titled "Site Survey for Park Tahoe" recorded in the Office of the County Recorder of Douglas County, Nevada, on October 11, 1978 as Document No. 26156, said point marked by a rebar and cap stamped "PLS 2280", said point bears South $49^{\circ}07'37''$ West a distance of 845.34 feet from the East quarter corner of said Section 27, and the **TRUE POINT OF BEGINNING**;

Thence, the following four (4) courses along the Boundary of said Parcel 2:

- 1) North $61^{\circ}24'04''$ West a distance of 70.00 feet to a 2-inch diameter brass cap in concrete stamped "RE933";
- 2) North $32^{\circ}17'04''$ West a distance of 342.90 feet to a rebar and cap stamped "PLS 4787";
- 3) North $61^{\circ}24'04''$ West a distance of 570.00 feet to the Easterly right-of-way of Highway 50;
- 4) Along said right-of-way North $28^{\circ}35'57''$ East a distance of 404.46 feet;

Thence, leaving said right-of-way the following ten (10) courses:

- 1) North $73^{\circ}42'14''$ East a distance of 99.63 feet;
- 2) South $61^{\circ}24'00''$ East a distance of 162.23 feet;
- 3) North $28^{\circ}35'52''$ East a distance of 185.00 feet;
- 4) South $62^{\circ}15'48''$ East a distance of 23.23 feet;
- 5) North $73^{\circ}35'57''$ East a distance of 32.05 feet;
- 6) South $61^{\circ}24'03''$ East a distance of 155.87 feet;
- 7) North $29^{\circ}00'11''$ East a distance of 32.30 feet;

EXHIBIT "A"

- 8) Along a tangent curve to the right having a radius of 74.10 feet, an arc distance of 115.78 feet, and an internal angle of $89^{\circ}31'16''$;
- 9) South $60^{\circ}31'52''$ East a distance of 61.76 feet;
- 10) North $28^{\circ}36'19''$ East a distance of 206.15 feet to the boundary of said Parcel 2;

Thence, along said Parcel 2 Boundary the following six (6) courses:

- 1) South $61^{\circ}24'03''$ East a distance of 106.31 feet;
- 2) Along a tangent curve to the right having a radius of 800 feet, an arc distance of 17.00 feet, and an internal angle of $1^{\circ}13'04''$;
- 3) South $51^{\circ}20'09''$ East a distance of 48.38 feet;
- 4) South $54^{\circ}10'41''$ East a distance of 70.77 feet;
- 5) South $57^{\circ}00'38''$ East a distance of 48.39 feet;
- 6) Along a non-tangent curve to the right having a radius of 800 feet, an arc distance of 83.74 feet, and an internal angle of $5^{\circ}59'50''$;

Thence leaving said Parcel 2 Boundary along a non-tangent curve to the right having a radius of 800 feet, an arc distance of 74.41 feet, and an internal angle of $5^{\circ}19'46''$;

South $28^{\circ}35'57''$ West a distance of 151.66 feet;

South $42^{\circ}29'09''$ West a distance of 204.18 feet;

South $28^{\circ}35'57''$ West a distance of 167.06 feet;

North $61^{\circ}24'03''$ West a distance of 20.00 feet to a point on the South Boundary Line of said Parcel 2;

Thence along said Parcel 2 Boundary South $28^{\circ}35'57''$ West a distance of 571.86 feet to the **TRUE POINT OF BEGINNING**, and **CONTAINING** 17.76 acres, more or less.

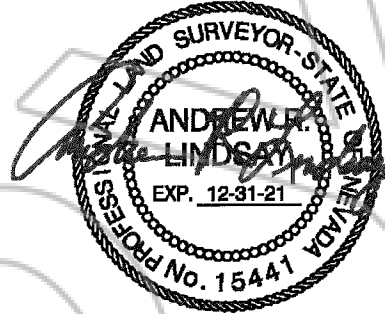
EXHIBIT "A"

DESCRIPTION BASIS OF BEARINGS:

The Basis of Bearings for this survey was taken from that certain survey map titled "Site Survey for Park Tahoe" recorded in the Office of the County Recorder of Douglas County, Nevada, on October 11, 1978 as Document No. 26156.

End of This Description

Prepared by: Welsh Hagen Associates
250 S. Rock Blvd. Suite 118
Reno, NV 89502
(775) 853-7776



5/28/2020

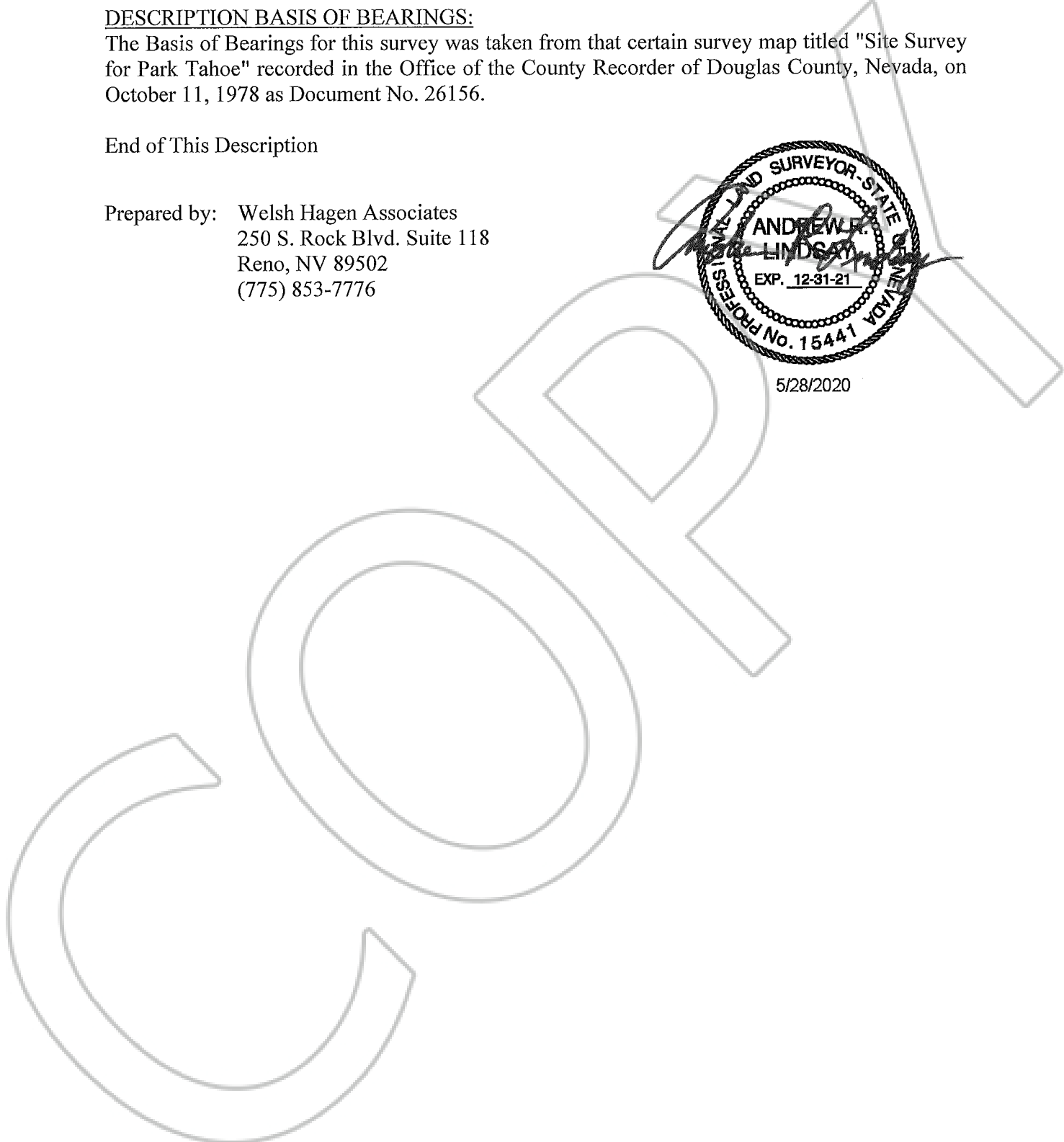


EXHIBIT 'B'

LEGAL DESCRIPTION

REAL PROPERTY situate in the County of Douglas, State of Nevada, being a portion of the East half of Section 27, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

BEGINNING at the most Southerly corner of Parcel 2 of that certain Survey Map titled "Site Survey for Park Tahoe" recorded in the Office of the County Recorder of Douglas County, Nevada, on October 1, 1978 as Document No. 26156, said point marked by a rebar and cap stamped "PLS 2280", said point bears South $49^{\circ}07'37''$ West, a distance of 845.34 feet from the East quarter corner of said Section 27, and the **TRUE POINT OF BEGINNING**;

Thence, the following four (4) courses along the Boundary of said Parcel 1:

- 1) North $61^{\circ}24'04''$ West, a distance of 70.00 feet, to a 2 inch diameter brass cap in concrete stamped "RE933";
- 2) North $32^{\circ}17'04''$ West, a distance of 342.90 feet, to a rebar and cap stamped "PLS 4787";
- 3) North $61^{\circ}24'04''$ West, a distance of 570.00 feet, to the Easterly right-of-way of Highway 50;
- 4) ALONG said right-of-way, North $28^{\circ}35'57''$ East, a distance of 404.46 feet;

Thence, continuing along said right-of-way North $28^{\circ}35'57''$ East, a distance of 515.17 feet;

Thence, the following six (6) courses along the Boundary of said Parcel 2:

- 1) Leaving said right-of-way, a tangent curve to the right having a radius of 75 feet, an arc distance of 117.81, and an internal angle of $90^{\circ}00'00''$;
- 2) Thence South $61^{\circ}24'03''$ East, a distance of 112.76 feet;
- 3) South $54^{\circ}33'32''$ East, a distance of 50.36 feet;
- 4) South $61^{\circ}24'03''$ East a distance of 86.00 feet;
- 5) South $68^{\circ}14'34''$ East a distance of 50.36 feet;
- 6) South $61^{\circ}24'03''$ East, a distance of 196.05 feet;

EXHIBIT 'B'

Thence leaving said Boundary of Parcel 2, the following ten (10) courses:

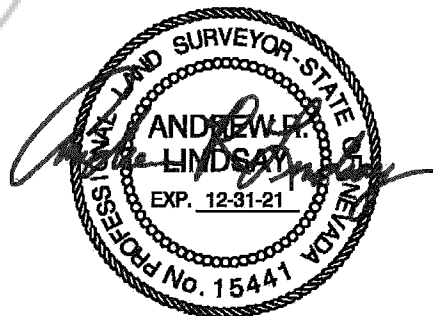
- 1) South 28°36'19" West a distance of 206.14 feet;
- 2) North 60°31'52" West a distance of 61.76 feet;
- 3) A tangent curve to the left having a radius of 74.10 feet, an arc distance of 115.78 feet, and an internal angle of 89°31'16";
- 4) Thence South 29°00'11" West a distance of 32.30 feet;
- 5) North 61°24'03" West a distance of 155.87 feet;
- 6) South 73°35'57" West a distance of 32.05 feet;
- 7) North 62°15'48" West a distance of 23.23 feet;
- 8) South 28°35'52" West a distance of 185.00 feet;
- 9) North 61°24'00" West a distance of 162.23 feet;
- 10) South 73°42'14" West a distance of 99.63 feet to the **TRUE POINT OF BEGINNING** and CONTAINING 4.91 acres, more or less.

DESCRIPTION BASIS OF BEARINGS:

The Basis of Bearings for this survey was taken from that certain survey map titled "Site Survey for Park Tahoe" recorded in the Office of the County Recorder of Douglas County, Nevada, on October 11, 1978 as Document No. 26156.

End of This Description

Prepared by: Welsh Hagen Associates
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5/28/2020

U.S. HIGHWAY 50

SS MANAGEMENT LLC
APN: 1318-27-002-003
SS MANAGEMENT LLC
APN: 1318-27-002-004

HARRAHS LAKE
TAHOE LLC
APN: 1318-27-002-005

MONTBLEU
(EXISTING)
OWNERSHIP: EDGEWOOD
COMPANIES
APN: 1318-27-001-007

EXISTING
PORTE
COCHERE

EVENT LAWN

EXISTING
ACCESS
DRIVE

SURFACE PARKING

EXISTING
PARKING GARAGE

SURFACE
PARKING

PROPOSED
EVENTS
CENTER

EMPLOYEE PARKING
14 SPACES

SERVICE
AREA

SURFACE
PARKING

ACCESS DRIVE

SURFACE
PARKING

LAKE PARKWAY

LAKE PARKWAY

EDGEWOOD
COMPANIES
APN: 1318-27-001-006

EDGEWOOD
COMPANIES
APN: 1318-27-001-005

EDGEWOOD
COMPANIES
APN: 1318-00-002-006



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www.1848.com

PROJECT
Tahoe South Events
Center

55 US-50
Stateline, Nevada 89449



Tahoe-South Events
Authority
181 Highway 50 / PO Box
5978, Stateline, Nevada 89449

DOUGLAS CO.

EXHIBITS

TITLE:

PERMANENT
EMERGENCY
ACCESS,
INGRESS AND
EGRESS, AND
PARKING
LANDSCAPE
AGREEMENT

PROJECT: 25 YAN'S CENTERS

DRAWN BY: SC

CHECKED BY: SC

SCALE: AS NOTED

DATE: MARCH 14, 2011

EXHIBIT
D