

DOUGLAS COUNTY, NV

2023-1000177

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09/05/2023 10:29 AM

BROWNSTEIN HYATT FARBER SCHRECK

SHAWNYNE GARREN, RECORDER

1318-27-002-003; 1318-27-002-004; 1318-27-002-005; 1318-27-002-007

APN# \_\_\_\_\_

**Recording Requested by/Mail to:**

Name: Frank M. Flansburg III

Address: 100 North City Parkway, Suite 1600

City/State/Zip: Las Vegas, NV 89106

**Mail Tax Statements to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

First Amendment to Easement Agreement

**Title of Document** (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)



\_\_\_\_\_  
Signature

Frank M. Flansburg III

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

APNs: 1318-27-002-003; 1318-27-002-004;  
1318-27-002-005; 1318-27-002-007

**WHEN RECORDED RETURN TO:**

Harrah's Lake Tahoe LLC  
c/o VICI Properties  
535 Madison Avenue, 20<sup>th</sup> Floor  
New York, NV 10022  
Attn: General Counsel

(Space above line for Recorder's use only)

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**FIRST AMENDMENT TO EASEMENT AGREEMENT**

This FIRST AMENDMENT TO EASEMENT AGREEMENT (this "First Amendment") is made this 30<sup>th</sup> day of June, 2023, by and between SS Management, LLC, a Nevada limited liability company ("SSM"), and Harrah's Lake Tahoe LLC, a Delaware limited liability company ("Harrah's"). SSM and Harrah's are sometimes referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. WHEREAS, SSM and Harvey's Tahoe Management Company, Inc., a Nevada corporation ("HTMC"), as predecessor to Harrah's, entered into that certain Easement Agreement on February 26, 2010, which was recorded on February 26, 2010 as Document Number 759333 in the Official Records of Douglas County, Nevada (the "Easement Agreement"), whereby SSM and HTMC granted to the other certain easements on, over, upon and under certain portions of each other's property, subject to the terms and conditions set forth therein;

B. WHEREAS, Harrah's subsequently acquired the HTMC Property;

C. WHEREAS, SSM and Harrah's other desire to amend the Easement Agreement as more fully set forth herein.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the foregoing Recitals are true and correct and agree as follows:

1. Capitalized Terms. Capitalized terms not defined or otherwise amended herein shall have the same meaning as set forth in the Easement Agreement.

2. Recitals and Exhibits. The Recitals set forth above and Exhibits attached hereto are incorporated herein by this reference.

3. References to HTMC. All references to “HTMC” in the Easement Agreement shall no longer refer to Harveys Tahoe Management Company, Inc., a Nevada corporation. All such references to “HTMC” shall henceforth refer to Harrah’s Lake Tahoe LLC, a Delaware limited liability company. Harrah’s represents that it is the current owner of the HTMC Property and has the rightful authority to amend the Easement Agreement. SSM represents that it is the current owner of the SSM Property and has the rightful authority to amend the Easement Agreement with respect to its property.

4. Amendment to the Section 1. Sections 1 and 2 of the Easement Agreement are hereby deleted (except for those defined terms which are utilized elsewhere in the Easement Agreement) and extinguished in their entirety and replaced with the following:

“1. Access to Highway 50. HTMC hereby 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, for their own benefit and the benefit of their tenants, subtenants, licensees, employees, agents, invitees, customers, legal representatives, successors and assigns, a perpetual, nonexclusive easement of ingress and egress for pedestrian and vehicle use on, over and across such driveways accessing Highway 50 as exists on such Owner’s Property (the “Easement Area”) as reflected on the attached Exhibit A (formerly Exhibit C in the Easement Agreement). HTMC shall have the right from time to time to establish rules and regulations for the portion of the Easement Area located on such Owner’s Land. HTMC shall keep and maintain, at its sole cost and expense, those portions of the Easement Area situated upon or within its Property, 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 Property, and all applicable laws, ordinances, regulations and codes. 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 another Owner, the other Owner shall reimburse the Owner undertaking such maintenance or repair for all out-of-pocket costs and expenses paid to third parties in effecting the same, within thirty (30) days following request therefor (which request shall include paid receipts and proof of repair/maintenance).”

5. References to Amended Areas. Pursuant to the changes made in Section 4 above, the terms “Property Parking and Access Area,” “HTMC Property Access Area,” “Parking Areas,” and “Parking Easement” are no longer applicable under the Easement Agreement. Any subsequent references to such terms shall now reference the “Easement Area.”

6. Notices. Any notices sent to SSM under Section 10 in the Easement Agreement shall also be e-mailed to Jordan Laub at [jordanklaub@gmail.com](mailto:jordanklaub@gmail.com) to be effective. Additionally, the notice address for SSM set forth in Section 10 of the Easement Agreement is hereby deleted and replaced with the following:

To SSM:

Via USPS only:

SS Management LLC  
ATTN: Jordan K. Laub  
P.O. Box 5187  
Stateline, NV 89449  
Telephone: (775) 291-7100

OR

SS Management LLC  
ATTN: Tamara Laub  
P.O. Box 257  
Glenbrook, NV 89413  
Telephone: (775-291-7100

Via personal or overnight delivery only:

SS Management LLC  
ATTN: Jordan K. Laub or Tamara Laub  
31 Hwy 50, Suite 202  
Stateline, NV 89449  
Telephone: (775) 291-7100

With a copy to:

Robertson, Johnson, Miller & Williamson  
ATTN: Anthony Arger  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501  
(775) 329-5600

7. References to Easement Agreement. Notwithstanding anything to the contrary in the Easement Agreement, the Easement Agreement shall be amended such that all references in the Easement Agreement to the Easement Agreement shall refer to the Easement Agreement, as further amended by this First Amendment.

8. Ratification. The terms of the Easement Agreement, except as amended and/or supplemented by this First Amendment, are hereby ratified and confirmed, and except as herein expressly provided, all the terms and provisions of the remaining terms of the Easement Agreement remain unchanged and in full force and effect.

9. Further Assurances. Each of the Parties agree to do such further acts and things and to execute and deliver such additional agreements, amendments and instruments as the other may reasonably require to carry into effect the intent and purposes of this First Amendment.

10. Governing Law. This First Amendment shall be governed by the laws of the State of Nevada without reference to any conflict of law principles.

11. Severability. In the event that any part of this First Amendment shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this First Amendment and the remaining portions of this First Amendment shall be valid and enforceable.

12. **Conflict.** In the case of any conflict between this First Amendment and the Easement Agreement, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first written above.

**SSM:**

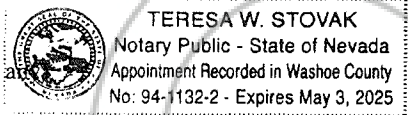
**SS MANAGEMENT, LLC,**  
a Nevada limited liability company

By: *Jordan Laub*  
Name: Jordan Laub  
Its: Manager

STATE OF Nevada )  
 ) ss.  
COUNTY OF Washoe )

This instrument was acknowledged before me this 30<sup>th</sup> day of June, 2023 by Jordan Laub, as the Manager of SS Management, LLC, a Nevada limited liability company.

*Teresa W. Stovak*  
(Signature of Notarial Officer)

(Seal, if any) 

**HARRAH'S:**

**HARRAH'S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

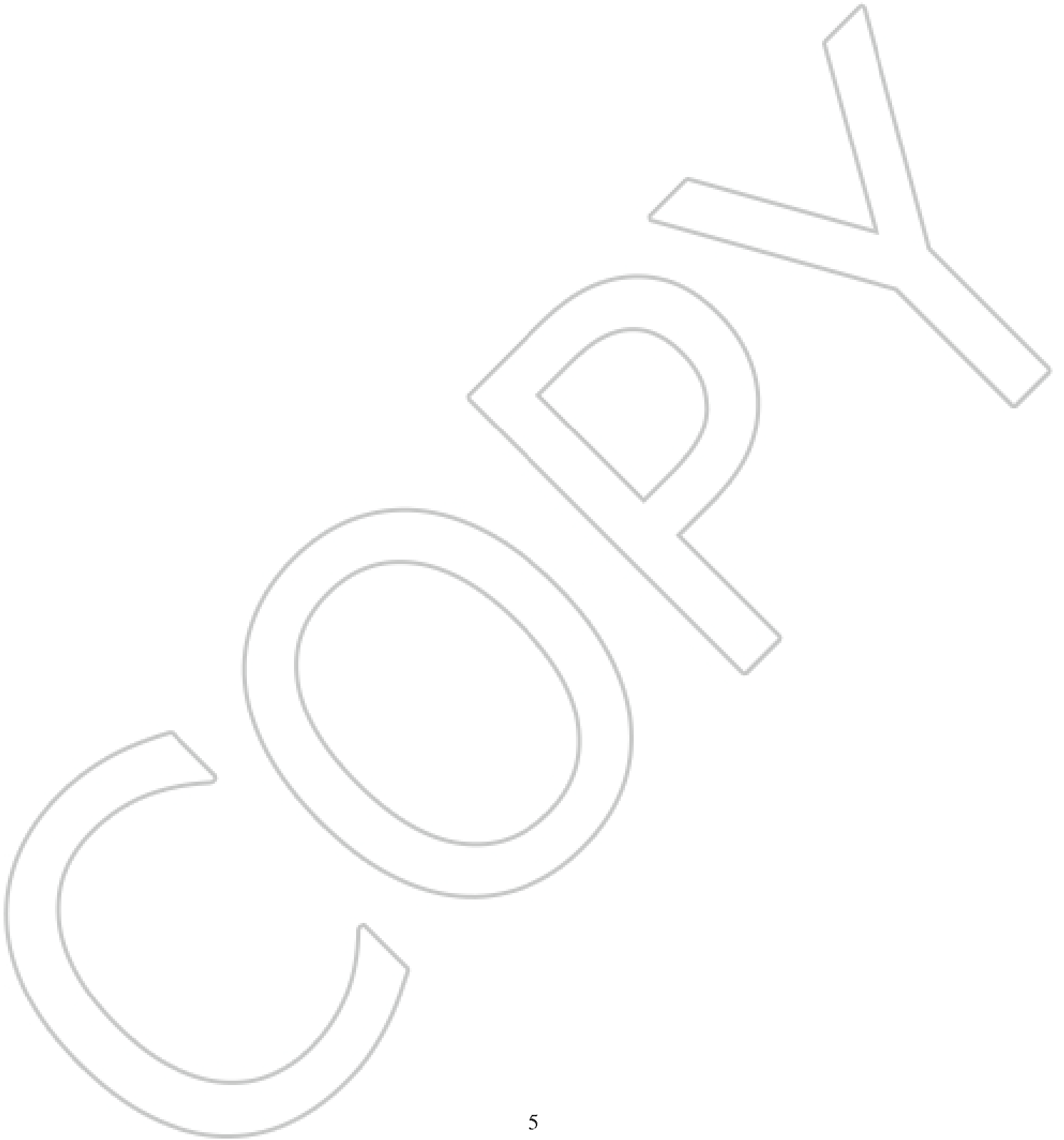
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, as the \_\_\_\_\_ of Harrah's Lake Tahoe LLC, a Delaware limited liability company.

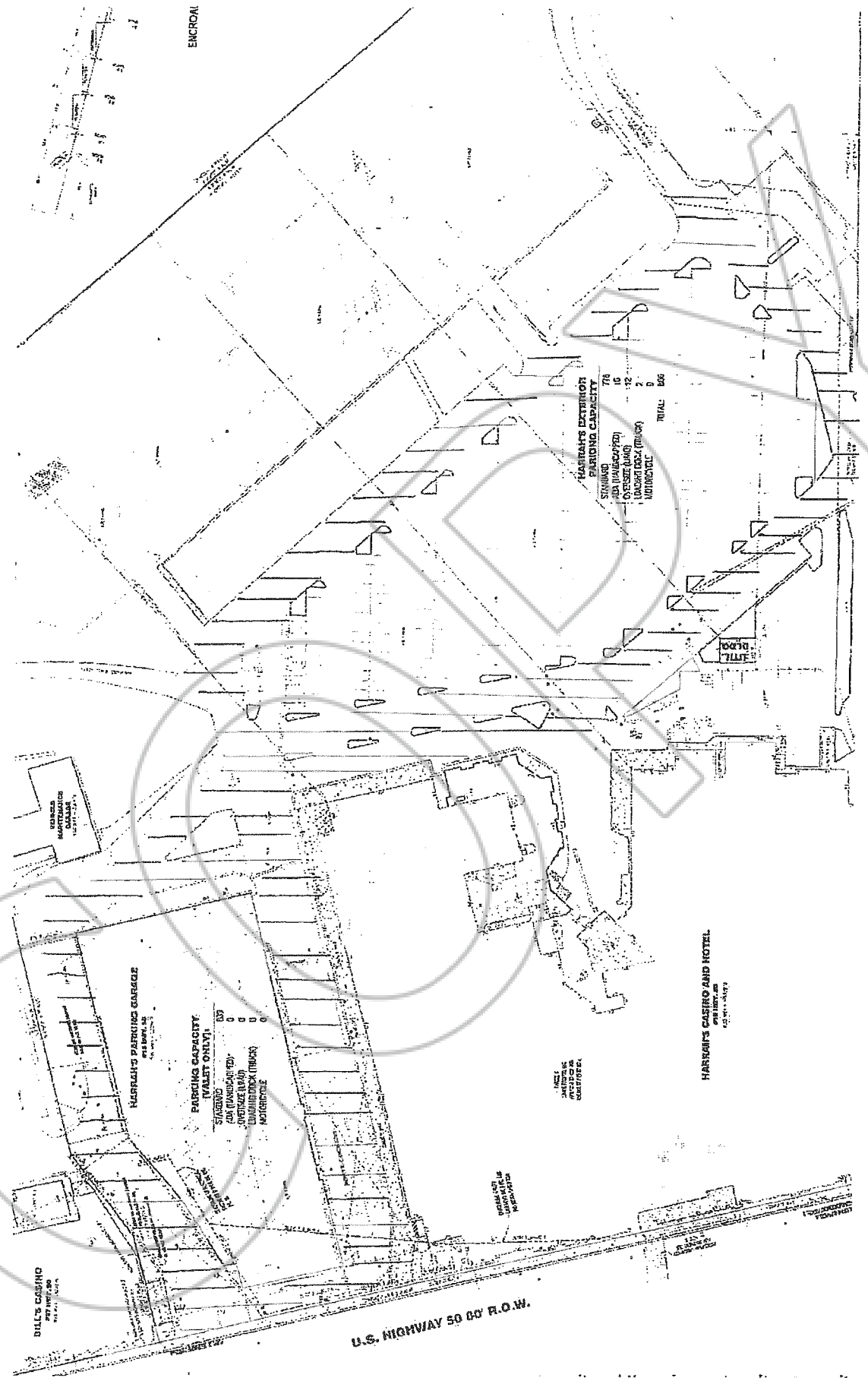
\_\_\_\_\_  
(Signature of Notarial Officer)

(Seal, if any)



Exhibit A





ENCROACH

**HARRIS'S EXTENSION**

**PARKING CAPACITY**

STANDARD	70
FOR UNLICENSED	0
OVERSIZED (BUS)	12
OVERSIZED (TRUCK)	2
MOTORCYCLE	0
<b>TOTAL</b>	<b>84</b>

**HARRIS'S PARKING GARAGE**

**PARKING CAPACITY (VALET ONLY)**

STANDARD	0
FOR UNLICENSED	0
OVERSIZED (BUS)	0
OVERSIZED (TRUCK)	0
MOTORCYCLE	0

**HARRIS'S CASINO AND HOTEL**

PERMITTED AS  
4/21/1974

**U.S. HIGHWAY 50 60' R.O.W.**