

DS #: 4384

APN: 139-39-111-038

PROJECT: 25 FREMONT

SUBMITTAL: 3RD - RECORDED DRAINAGE EASEMENTS & MAINTENANCE AGREEMENT BETWEEN PIONEER CLUB & GOLDEN NUGGET

SCANNED BY/DATE: _____

CHECKED BY/DATE: _____



Recording Cover Page

45

APNs:

139-34-111-038

139-34-210-032

Recording is requested by:

Woods Erickson Whitaker & Maurice LLLP
1349 Galleria Drive, Suite 200
Henderson, Nevada 89014

Inst #: 201108160002888

Fees: \$58.00

N/C Fee: \$0.00

08/16/2011 01:39:38 PM

Receipt #: 881191

Requestor:

CLERK LAS VEGAS CITY

Recorded By: CHR Pgs: 45

DEBBIE CONWAY

CLARK COUNTY RECORDER

Storm Water Drainage Easement Maintenance Agreement

This agreement references and was executed in reference to that certain Right of Way Grant for Drainage Purposes granted by GNLV Corp. and Abraham Schiff to each other and to the City of Las Vegas recorded on August 16th, 2011 as Book No. 20110816, Instrument No. 0002887.

When Recorded Return To:
GNLV Corporation
1510 West Loop South
Houston, Texas 77027
Attn: Steven L. Scheinthal
APN: 139-34-210-032
139-34-111-038

STORM WATER DRAINAGE EASEMENT MAINTENANCE AGREEMENT

THIS STORM WATER DRAINAGE EASEMENT MAINTENANCE AGREEMENT (this "Agreement") is made as of this 31 day of May 2011 (the "Effective Date"), by and between GNLV Corp., a Nevada corporation ("GNLV"), and Abraham Schiff, an individual ("Schiff"). GNLV and Schiff may be referred to herein individually as "Owner" or collectively as "the Owners."

RECITALS

A. Schiff, is the owner of that certain real property located in the City of Las Vegas, Clark County, Nevada, and more particularly described in Exhibits A and A-1 attached hereto and made a part hereof ("Schiff Property").

B. GNLV is the owner of that certain real property located in the City of Las Vegas, Clark County, Nevada, and more particularly described in Exhibits B, B-1 and B-2 attached hereto and made a part hereof ("GNLV Property").

C. Schiff and GNLV have granted to each other and to the City of Las Vegas, a political subdivision of the state of Nevada, a non-exclusive easement over, upon, under, and across the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in that certain Right of Way Grant for Drainage Purposes (the "Easement"), recorded on _____, 2011 as Book No. _____, Instrument No. _____, in the official records, Clark County, Nevada. The portion of the Schiff Property and the GNLV Property that comprise the Easement are described in Exhibit(s) C (Easement Area 1) and D (Easement Area 2) attached hereto and made a part hereof (the "Easement Area").

D. As a condition to Schiff's consent to grant the Easement, GNLV relocated the storm water drainage facilities to Easement Area 1 and agreed to pay all associated costs for the

redesign and construction of the relocated storm water drainage facilities in Easement Area 1 for the mutual benefit of the GNLV Property and the Schiff Property.

E. As a condition to GNLV's consent to grant the Easement, Schiff has agreed that in the event that it becomes necessary to relocate, redesign, add, modify or amend any of the existing storm water drainage facilities located or to be located in the future within Easement Area 2 due to Schiff's planned construction that Schiff will pay all associated costs for the redesign and construction of the storm water drainage facilities located or to be located in Easement Area 2 for the mutual benefit of the GNLV Property and the Schiff Property.

F. GNLV and Schiff now desire to enter into this Agreement for the purpose of further defining the rights and obligations of the Owners with respect to maintenance of the Easement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of GNLV and Schiff contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, GNLV and Schiff agree as follows:

1. Incorporation of Recitals. GNLV and Schiff acknowledge the accuracy of the foregoing Recitals. Each of the foregoing Recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. Easement Maintenance. GNLV shall repair, replace and maintain all of the storm drain facilities located in Easement Area 1. GNLV shall repair, replace and maintain all of the storm drain facilities located in Easement Area 2 after Schiff construction of any such storm drain facilities to the extent such repairs, replacements or maintenance are not due to defective construction of such storm drain facilities, in which case the Owners will look to the warranties described in Section 3. All such repairs, replacements and maintenance shall be made in accordance with standards for the initial installation of the storm drain facilities. GNLV and Schiff shall share equally the cost of all repairs, replacements or maintenance of the storm drain facilities (the "Maintenance Costs," as more fully described in Section 2.1 below). Schiff shall, within twenty (20) days after receipt of a bill from GNLV, pay GNLV all amounts owed by Schiff in connection with the Maintenance Costs. If Schiff fails to make such payment in said twenty (20) day period, GNLV shall have a lien upon the Schiff Property in the amount thereof, together with interest thereon until paid at the rate of 12% per annum. If GNLV at any time fails to discharge any of its obligations under this Section 2 Schiff may perform such obligations which are not cured within thirty (30) days after written notice by Schiff to GNLV specifying such default, and GNLV shall, within twenty (20) days after receipt of a bill from Schiff to GNLV, pay Schiff one-half of the cost and expense of such performance. If GNLV fails to make such payment in said twenty (20) day period, Schiff shall have a lien upon the GNLV Property in the amount thereof, together with interest thereon until paid at the rate of 12% per annum. Except as otherwise expressly set forth herein, each respective Owner of any portion of the Easement Area shall repair and maintain that portion of its property affected by the Easement. The repairs and maintenance to be undertaken and performed pursuant to this Agreement include only such maintenance and repairs as are necessary to the use of easements granted in this

Agreement. Notwithstanding the foregoing, each Owner shall keep its respective property located within the Easement Area in a safe, sightly, good and functional condition to the standards of comparable facilities in Las Vegas, Nevada.

2.1 Maintenance Costs. For purposes hereof, the term "Maintenance Costs" shall mean all hard and soft costs incurred in connection with the maintenance, design, construction and installation of any storm drain facilities, and all repair or replacement work, after the initial construction, within the Easement Area after the Effective Date including, without limitation, the reasonable and actually incurred costs of labor, materials and supplies, all reasonable and actually incurred costs relating to the preparation, amendment or modification of the improvement plans and approved improvement plans, all reasonable engineering, consultant and legal fees incurred in connection with obtaining approval of the approved improvement plans (or any amendment or modification thereto) by the City and/or other approving authorities, construction staking, demolition, soil extraction or compaction, storm water pollution prevention plans, costs of all dust control permitting and compliance, costs of all bonds required by the City or any authority with respect to the storm drain facilities, any processing, plan check or permit fees, any utility or other deposits, all legal and engineering services required to obtain any permit for the construction of the storm drain facilities, cost of causing the City or other approving authorities to accept the storm drain facilities, costs of any insurance obtained and/or maintained in connection with the construction of the storm drain facilities, any corrections, changes or additions required by the City or other approving authorities, any corrections, changes or additions necessitated by site conditions, sales tax, any contractor's fees, all other matters referenced in this Agreement as Maintenance Costs, and any costs which are incurred by Schiff for correction or repair of any storm drain facilities.

2.2 Insurance. GNLV shall obtain and maintain comprehensive general liability insurance (or will cause the contractor performing such work to obtain and maintain comprehensive general liability insurance) to protect the interests of Schiff and GNLV in at least the amount of \$1,500,000 combined single limit coverage in a form reasonably satisfactory to Schiff for any maintenance associated with the Easement. During Schiff's construction in Easement Area 2, Schiff will obtain maintain comprehensive general liability insurance (or will cause the contractor performing such work to obtain and maintain comprehensive general liability insurance) to protect the interests of Schiff and GNLV in at least the amount of \$1,500,000 combined single limit coverage in a form reasonably satisfactory to GNLV for any construction associated with the Easement Area 2.

2.3 Restoration. After the completion by either Owner of any construction, repair, replacement or maintenance activity which damages or disturbs any part of the other Owner's property or any improvements thereon, such Owner performing the work shall restore the other Owner's property as soon as practical to the condition it was in prior to such construction, repair, replacement or maintenance or as close thereto as may be practical.

3. Warranty and Liability. Schiff acknowledges and agrees that, except as specifically set forth in this Agreement, GNLV shall have no liability or obligation to Schiff with respect to any defect in the design, materials or workmanship pertaining to the storm drain facilities, and that Schiff shall look solely to any of the service providers engaged by GNLV with

respect to the construction of the storm drain facilities for any warranty or guaranty of materials or workmanship. GNLV acknowledges and agrees that, except as specifically set forth in this Agreement, Schiff shall have no liability or obligation to GNLV with respect to any defect in the design, materials or workmanship pertaining to the storm drain facilities constructed by Schiff, and that GNLV shall look solely to any of the service providers engaged by Schiff with respect to the construction of the storm drain facilities for any warranty or guaranty of materials or workmanship. Except as otherwise specifically set forth in this Section 3, Schiff and GNLV hereby releases the other from any liability relating to any claim by the other or any of its successors in interest or assigns relating to the Easement Area or any defect in the storm drain facilities and agrees that the sole and exclusive rights and remedies of Schiff or GNLV, as the case may be, and the sole and exclusive obligations of Schiff or GNLV, as the case may be, in connection with any such defect relating to the Easement Area or the storm drain facilities or any component thereof for which Schiff or GNLV has made payment are set forth in this Section 3. Schiff and GNLV do not make, and neither Schiff or GNLV receive any warranty, either express or implied, from Schiff or GNLV with respect to the storm drain facilities (including, but not limited to, any warranty of merchantability or fitness for any particular purpose), and such warranties are hereby expressly excluded and disclaimed by Schiff and GNLV.

4. Indemnification. Each of the Owners shall indemnify, defend and hold harmless the other and their respective, members, affiliates and its and their respective employees, officers, directors, members, shareholders, agents and representatives, and their respective successors and assigns (collectively, "Indemnitees") from and against any and all claims, damages, losses, liabilities, liens, demands and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of or resulting from or in any way related to, in whole or in part, any act or omission of them or their respective officers, directors, members, shareholders or agents in connection with the construction and installation or maintenance of the storm drain facilities, except that neither Owner shall have any obligations under this Section 4 with respect to liabilities that are caused by the negligence or intentional wrongful acts of Indemnitees.

5. Alternative Dispute Resolution.

5.1 Negotiation. The Owners will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement (a "Dispute"). Either Owner may initiate negotiations by providing written notice in letter form to the other Owner, setting forth the subject of the Dispute and the relief requested. The recipient of such notice will respond in writing within seven (7) Business Days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) Business Days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute prior to the commencement of any litigation.

5.2 Representatives. Each Owner designates the respective individual named below as its representatives (each a "Representative") to act on its behalf in all matters covered by this Agreement. All bills, inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Agreement shall be made to such

representatives. Any Owner may without further or independent inquiry, assume and rely at all times that the other Owner's representative designated hereunder has the power and authority to make decisions on behalf of such Owner, to communicate such decisions to the other Owner and to bind such party by his acts and deeds, unless otherwise notified in writing by the Owner designating the representative. Any Owner may change its representative under this Agreement at any time by written notice to the other Owner. Neither individual listed below shall have any personal liability whatsoever in connection with actions taken in their capacity as a representative under this Section 5.2. The initial representative of each Owner for the purpose of this Section shall be as follows:

GNLV:

Steven L. Scheinthal
Vice-President & General Counsel
GNLV Corporation
1510 West Loop South
Houston, Texas 77027

Schiff:

John Erickson, Esq.
Woods Erickson Whitaker & Maurice, LLP
1349 Galleria Drive, #200
Henderson, NV 89014
Fax: 702-434-0615

6. Notices and Communications. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended Representative at the address set forth in Section 5.2 above, with a copy to:

GNLV:

Steven L. Scheinthal
Vice-President & General Counsel
GNLV Corporation
1510 West Loop South
Houston, Texas 77027

Schiff:

John Erickson, Esq.
Woods Erickson Whitaker & Maurice, LLP
1349 Galleria Drive, #200
Henderson, NV 89014

Such notices and other communications shall be deemed to be given and received as follows: (i) upon actual receipt, if delivered personally on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time), otherwise on the next Business Day; (ii) upon transmittal, if transmitted by facsimile on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time); (iii) upon the

facsimile on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time); (iii) upon the next Business Day following transmission if transmitted by facsimile on a day which is not a Business Day or after 5:00 p.m. (Las Vegas time) on a Business Day; (iv) upon actual delivery, if delivered by overnight courier; or (v) three (3) Business Days following deposit in the mail, if delivered by mail. The Owners may, from time to time, designate a different address by written notice given in the manner provided for above, not less than five (5) Business Days prior to the effective date of the change.

7. Negation of Fiduciary Relationship. Neither anything contained in this Agreement, nor any act of any Owner, shall be deemed or construed by the Owners, or by any third person, to create the relationship of principal and agent, partnership, or joint venture, or of any association between or among the Owners. GNLV and Schiff acknowledge that there is no fiduciary or special relationship between them.

8. Enforcement. Enforcement of this Agreement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law, including monetary damages as a result of any breach of this Agreement by any either Owner. Such enforcement may be by the Owners (or any one or more of them) or any tenant of all or any part of the Easement Area. In addition to any other remedies and rights provided herein or at law or in equity, in the event of any violation or attempted or threatened violation by any Owner of a portion of the Easement Area of any obligation of such Owner under this Agreement, any other Owner shall be entitled to injunctive relief mandating compliance and may obtain a decree specifically enforcing the performance of such obligation. GNLV and Schiff do hereby acknowledge and stipulate the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any costs and expenses of any proceeding seeking to enforce compliance with the terms of this Agreement or for money damages resulting from a breach hereof, including attorneys' fees in a reasonable amount, shall be paid by the defaulting Owner.

9. Waiver of Consequential and Certain Other Damages. Except as otherwise expressly set forth in this Agreement, Schiff and GNLV each hereby waive all claims against each other for consequential, incidental, special, exemplary and punitive damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to: (a) damages incurred for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (b) damages incurred for principal office expenses (including the compensation of personnel stationed there).

10. Limitation on Liability. GNLV and each successor owner of the GNLV Property shall be liable only for such obligations under this Agreement relating to the GNLV Property as arise during GNLV's period of ownership of the GNLV Property. Schiff and each successor owner of the Schiff Property shall be liable only for such obligations under this Agreement relating to the Schiff Property as arise during Schiff's period of ownership of the Schiff Property. In no way does this Section relieve any successor of either Owner from liability for any violation of any term of this Agreement.

11. Waiver. No failure of any Owner to exercise any power given to such Owner, or to insist upon strict compliance by any other Owner to its obligations hereunder, and no custom or practice of the Owners in variance with the terms hereof shall constitute a waiver of an Owner's right to demand full compliance with the terms hereof.

12. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies set forth in this Agreement are cumulative and shall be deemed to be in addition to any and all other rights and remedies which may exist at law or in equity.

13. Validity and Governing Law. The invalidity or unenforceability or any one or more of the provisions set forth herein or any part or parts of any such provisions in any instance or as applied to any particular situation shall in no way affect or invalidate any other provision or other parts of such provisions or the application thereof to other circumstances. All provisions herein contained shall remain in force and effect during the term herein specified to the full extent and to all circumstances which may be legally enforceable. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be governed, construed and interpreted according to the laws of the State of Nevada without giving effect to principles of conflicts of law.

14. Attorneys' Fees. In the event either Owner finds it necessary to bring any action, or other legal proceeding against the other Owner to enforce any of the terms, covenants or conditions hereof, the Owner prevailing in any such action or other legal proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Owner, and in the event any judgment is secured by said prevailing Owner, all such costs and attorneys' fees shall be included therein, such fees to be set by the judge and not a jury.

15. Covenants Running With Land. The covenants, obligations and restrictions contained in this Agreement shall run with the land, it being the intention of the parties hereto that the GNLV Property and the Schiff Property be encumbered with the covenants, obligations and restrictions set out in this Agreement insofar as they are applicable to their properties or any portion thereof.

16. Amendment. This Agreement may be rescinded or modified in any respect only by a written instrument duly executed and acknowledged by the owners of the GNLV Property and the Schiff Property affected by such rescission or modification at the time of such rescission or modification, duly recorded in the Official Public Records of Clark County, Nevada.

17. Further Acts. Each of the Owners shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

18. No Third Party Relationships. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

19. Entire Agreement. This Agreement constitutes the entire, integrated agreement between the Owners pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Owners, oral or written, are hereby superseded and merged herein.

20. Estoppel Certificates. Each Owner agrees that upon the request of the other Owner to execute and deliver an estoppel certificate, addressed to such requesting Owner and such other parties as the requesting party may specify, stating whether this Agreement is in effect, whether it has been amended (and if so, identifying the amendments) and whether, to the knowledge of the certifying Owner, either of the Owners is in default hereunder (and if so, identifying the defaults).

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

22. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

23. Business Day. The term "Business Day" shall mean any day that is not a Saturday, Sunday or legal holiday in the State of Nevada. If the time period for a party's performance under this Agreement falls on a non-Business Day, such time period shall be extended to the next Business Day.

{Signature Pages Follow}

IN WITNESS WHEREOF, Schiff and GNLV have executed this Agreement as of the date first set forth above.

SCHIFF:

Abraham Schiff
Abraham Schiff, an individual

STATE OF New Jersey } ss.
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 20 day of May, 2011, by Abraham Schiff.

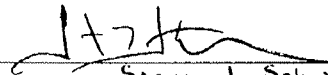
Hernan A. Prado
Notary Public

My commission expires: Oct 11, 2011

HERNAN A. PRADO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 11, 2011

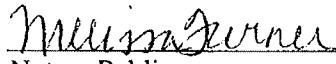
GNLV:

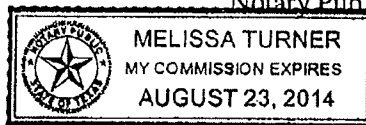
GNLV CORPORATION,
a Nevada corporation

By: 
Its: V.P. Steven L. Scheinthal

STATE OF Texas }
COUNTY OF Harris } ss.

The foregoing instrument was acknowledged before me this 31 day of May, 2011, by Steven L. Scheinthal, the Vice President of GNLV CORP., a Nevada corporation, on behalf of the company.


Notary Public



My commission expires: _____



**List of Exhibits
to
Storm Water Drainage Easement Maintenance Agreement**

Exhibit A	Legal Description of Schiff Property
Exhibit A-1	Legal Description of Schiff Property
Exhibit B	Legal Description of GNLV Property
Exhibit B-1	Legal Description of GNLV Property
Exhibit B-2	Legal Description of GNLV Property
Exhibit C	Easement Area 1
Exhibit D	Easement Area 2

Exhibit A
Legal Description of Schiff Property

November 17, 2009
R. Wonders/S. Bazar
APN: 138-34-111-039

Schiff Property
Exhibit 'A'

Explanation

This legal describes a 5' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20080601, Inst. No. 09378 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 5.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South 62°04'40" East, 5.00 feet to the Point of Beginning.

Contains 584 square feet, more or less.

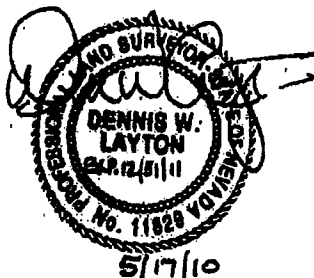
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'A' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



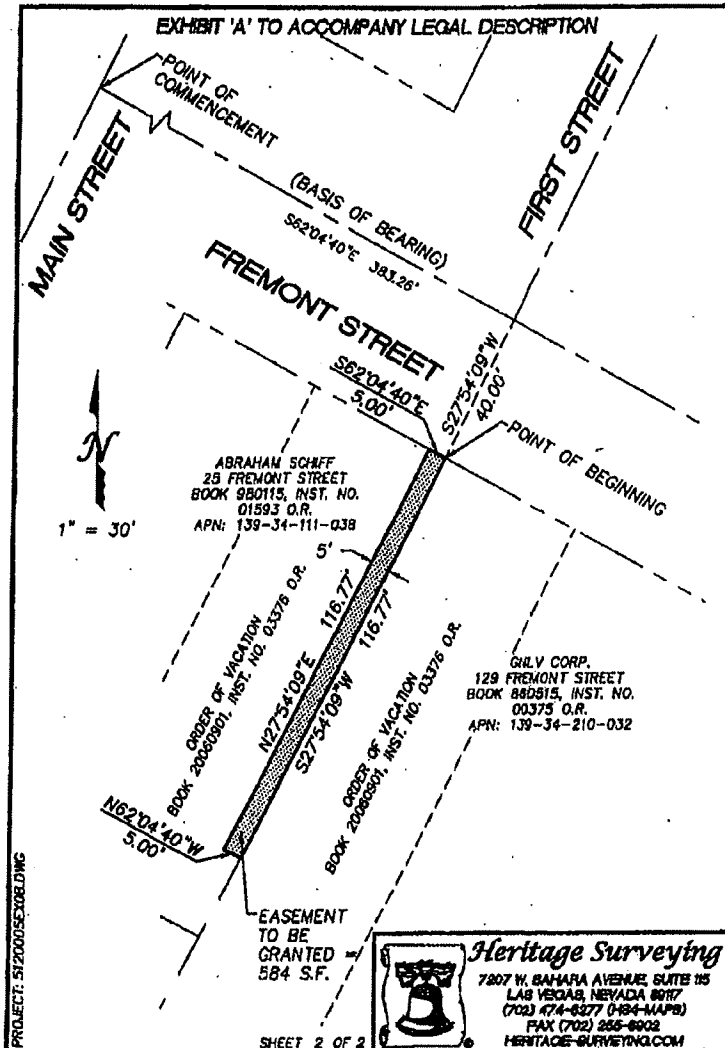


Exhibit A-1
Legal Description of Schiff Property

APN: 139-341-11-038
Grantor: Schiff, Abraham

Exhibit 'A-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of Lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof South 27°54'00" West, 116.77 feet to the Point of Beginning; thence continuing South 27°54'09" West, 16.29 feet; thence departing said easterly line North 62°03'03" West, 27.20 feet; thence South 26°36'52" West, 6.93 feet to the southerly line of said Lot 31; thence along said southerly line North 62°04'40" West, 12.97 feet to the easterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence departing said southerly line and along said easterly right-of-way North 27°54'29" East, 10.00 feet; thence departing said easterly right-of-way South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.52 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the Point of Beginning.

Containing 315 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'A-1' attached hereto and by this reference made a part hereof)

End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-0141a03.1.doc • Page ____ of ____
• 3277 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
• Phone: (702) 932-2965 • Fax: (702) 932-5599 • <http://www.msgsurveying.com> •

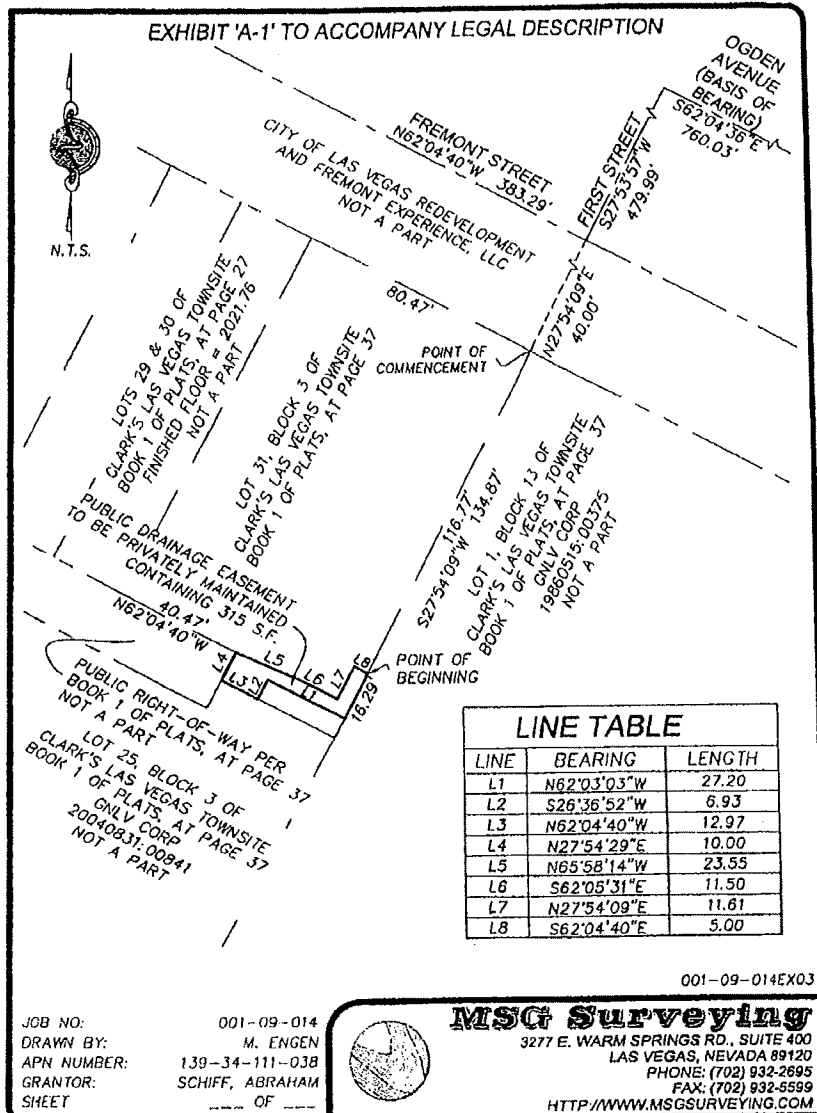


Exhibit B
Legal Description of GNLV Property

November 17, 2009
R. Wonders/S. Bazar
APN: 156-34-210-032

GNLV Property
Exhibit 'B'

Explanation

This legal describes a 3' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence along said southerly right-of-way South 62°04'40" East, 3.00 feet; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 3.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street and the Point of Beginning.

Contains 360 square feet, more or less.

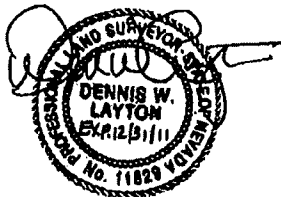
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 78 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



P:\Current Projects\512.0005_Legal\5120005LE07.doc • Page 1 of 2



Heritage Surveying

7307 W. Sahara Avenue, Suite 115 • Las Vegas, NV 89117 • (702) 474-8277 (HSA-MAPS) • (702) 265-8802 - Fax
www.Heritage-Surveying.com

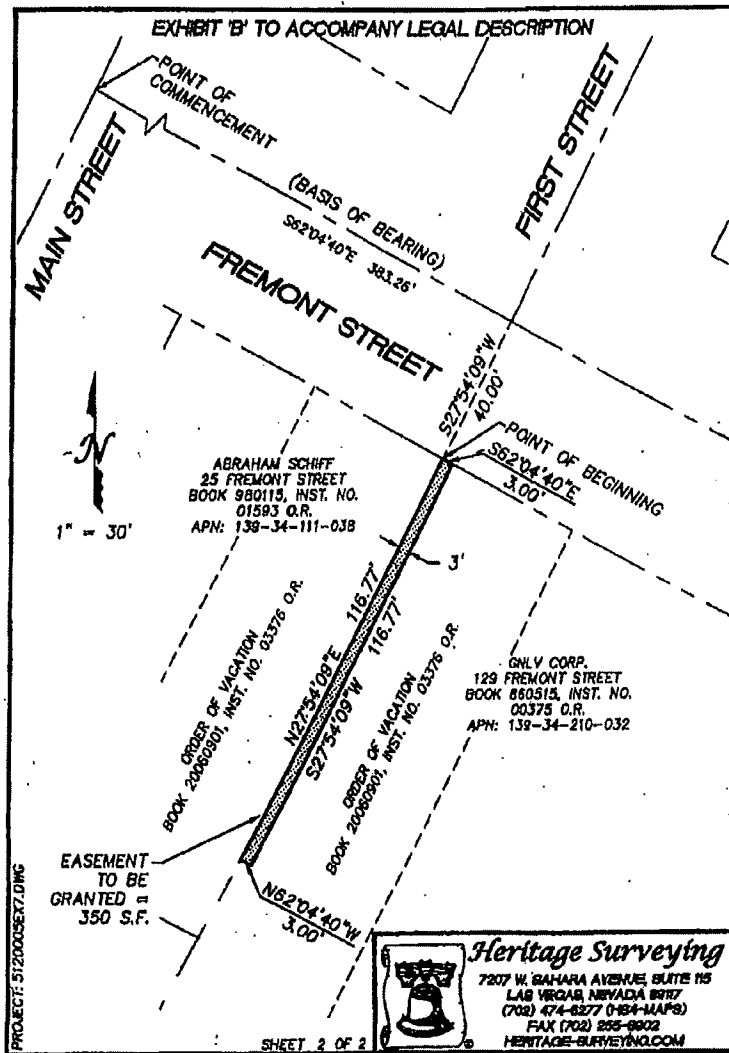


Exhibit B-1
Legal Description of GNLV Property

APN: 139-34-111-032
Grantor: GNLV Corporation

Exhibit 'B-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the southeast corner of lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof North 27°54'09" East, 6.92 feet to the Point of Beginning; thence continuing North 27°54'09" East, 16.29 feet; thence departing said east line South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West, 3.07 feet to the Point of Beginning.

Containing 48 square feet, more or less.

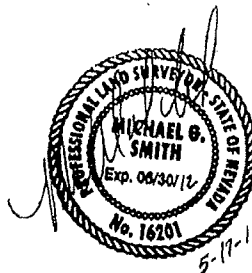
Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'B-1' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-0141e02-1.doc • Page ____ of ____ •
• 3277 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
• Phone: (702) 932-2965 • Fax: (702) 932-5599 • <http://www.msgsurveying.com> •

EXHIBIT 'B-1' TO ACCOMPANY LEGAL DESCRIPTION

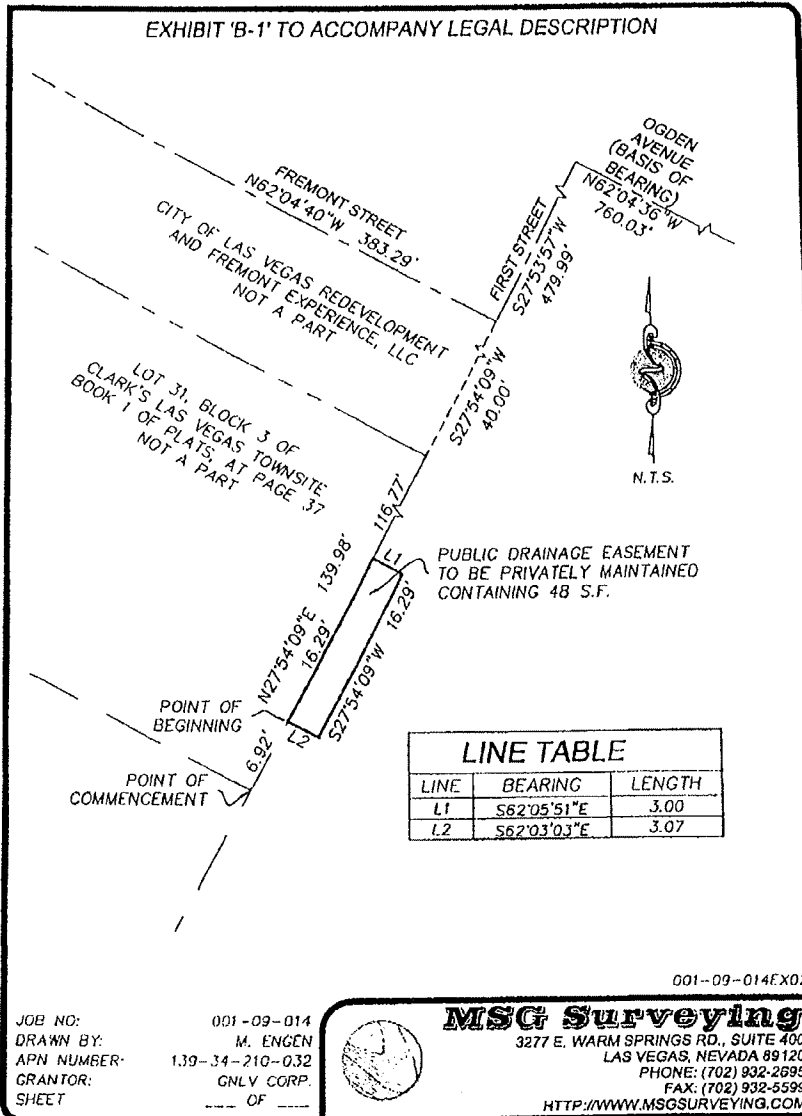


Exhibit B-2
Legal Description of GNLV Property

APN: 139-34-111-039
Grantor: GNLV Corporation

Exhibit 'B-2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of lot 25, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the northerly line thereof North 62°04'40" West, 27.04 feet to the Point of Beginning; thence departing said North line South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.99 feet to the southeasterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence along said right-of-way North 27°55'20" East, 1.27 feet to said northerly line of said Lot 25; Thence departing said right-of-way and along said North line South 62°04'40" East, 12.96 feet to the Point of Beginning.

Containing 16 square feet, more or less.

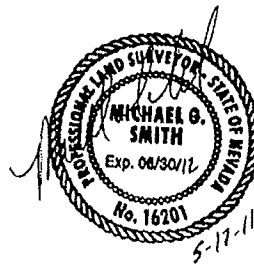
Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'B-2' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-014e01-1 doc • Page ___ of ___ •
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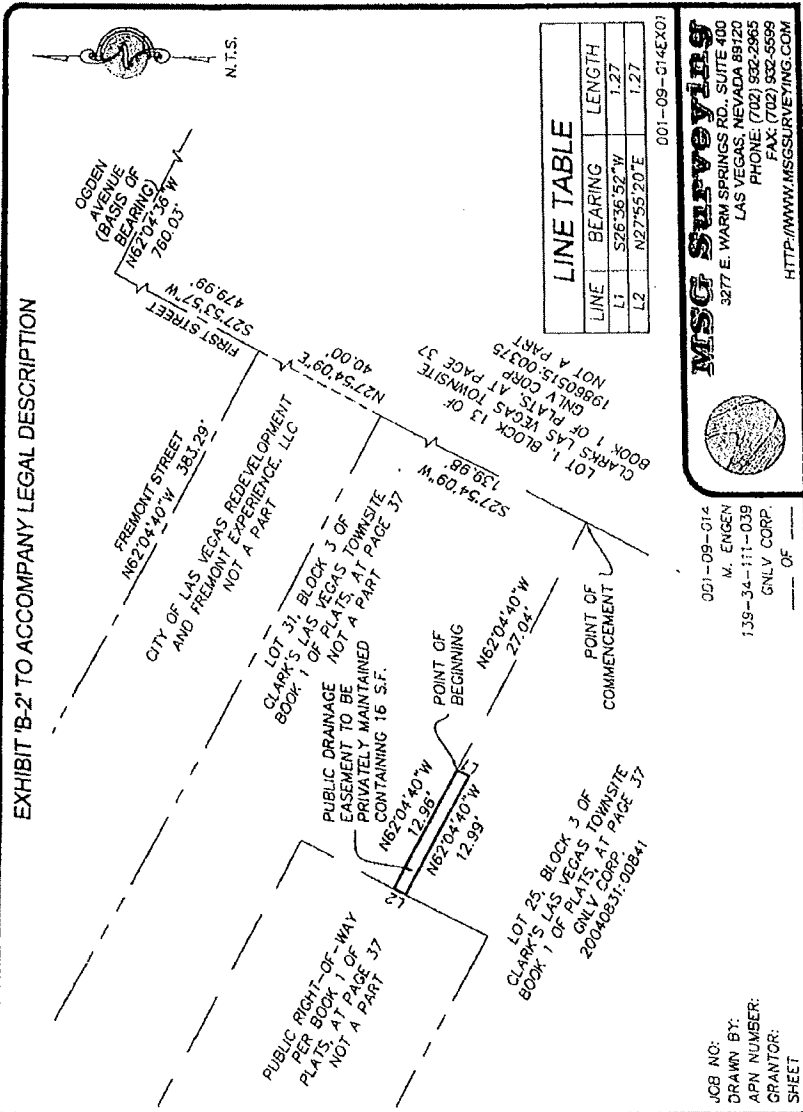


Exhibit C
Legal Description of Easement Area 1

November 16, 2009
R. Wonders/S. Bazer

EASEMENT AREA 1
Exhibit 'C'

Explanation

This legal describes an 8' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2008 in Book 20080901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.28 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence along said southerly right-of-way South 62°04'40" East, 3.00 feet; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 8.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South 62°04'40" East, 5.00 feet to the Point of Beginning.

Contains 934 square feet, more or less.

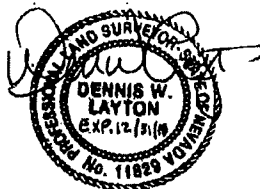
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'C' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



5/17/10

P:_Current Projects\512.0005_Legal\5120005LE06.dwg - Page 1 of 2



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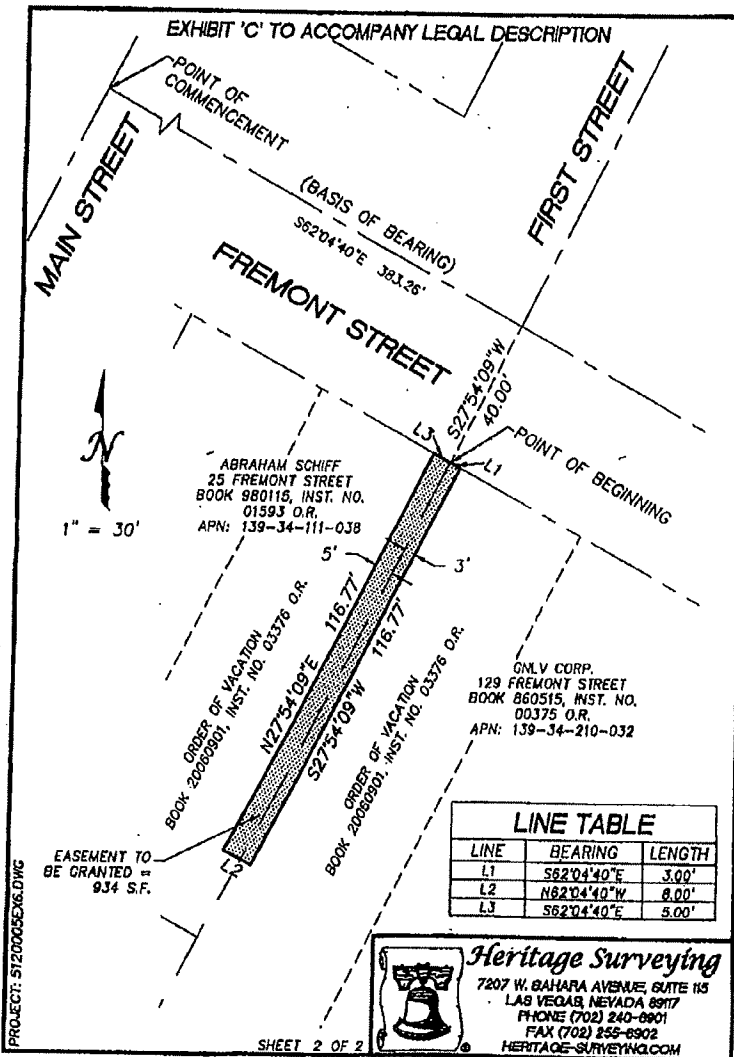


Exhibit D
Legal Description of Easement Area 2

Exhibit 'Easement Area 2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of Lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof South 27°54'09" West, 116.77 feet to the Point of Beginning; thence departing said easterly line South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West 3.07 feet to said easterly line; thence continuing North 62°03'03" West 27.20 feet; thence South 26°36'52" West, 6.93 feet to the southerly line of said Lot 31; thence continuing South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.99 feet to the easterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence along said easterly right-of-way North 27°54'29" East, 1.27 feet to the southerly line of said Lot 31; thence continuing along said easterly right-of-way North 27°54'29" East, 10.00 feet; thence departing said easterly right-of-way South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.52 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the Point of Beginning.

Containing 455 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit Easement Area 2' attached hereto and by this reference made a part hereof)

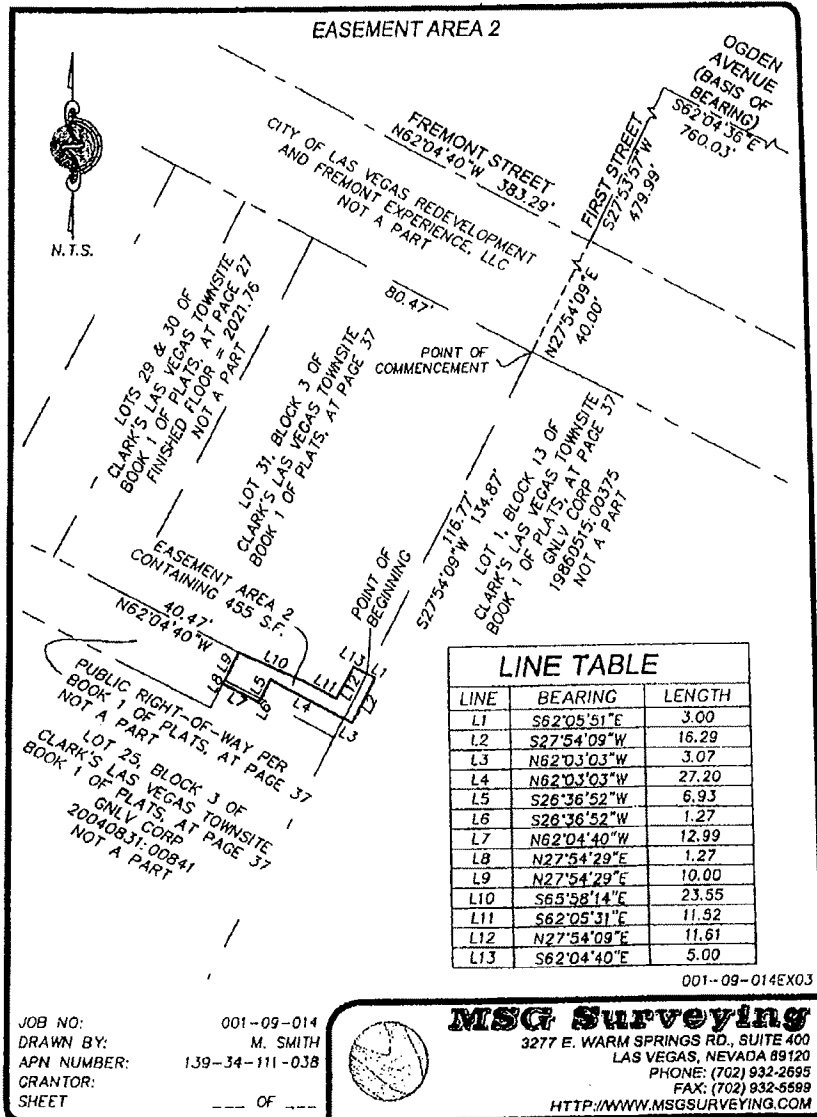
End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-0141e05.doc • Page ___ of ___ •
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APN (s): 139-34-111-038
139-34-210-032

WHEN RECORDED MAIL AND
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NV 89101

RIGHT OF WAY GRANT FOR DRAINAGE PURPOSES

RECITALS

1. Abraham Schiff, an individual ("Schiff"), is the owner of that certain real property described in Exhibits A, C-1 and D-1 attached hereto ("Schiff Property").
2. GNLV Corporation, a Nevada corporation ("GNLV"), is the owner of that certain real property described in Exhibits B, C-2, D-2 and D-3 attached hereto ("GNLV Property").
3. Schiff and GNLV desire to grant to City an easement over the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in this Right of Way Grant for Drainage Purposes. The Schiff Property and the GNLV Property, collectively, shall be the area upon which such easement shall be granted described as "Easement Area 1", as more particularly described in Exhibit C, which consists of Exhibits C-1 and C-2 attached hereto).
4. In addition, Schiff and GNLV desire to grant to City an easement over the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in this Right of Way Grant for Drainage Purposes. The Schiff Property and the GNLV Property, collectively, shall be the area upon which such easement shall be granted described as "Easement Area 2", as more particularly described in Exhibit D, which consists of Exhibits D-1, D-2 and D-3 attached hereto).

GRANT OF EASEMENT

A. **Easement.** Schiff and GNLV, each of them, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the other (Schiff and/or GNLV, as the case may be) and to the City of Las Vegas, a political subdivision of the State of Nevada (the "City"), and their successors and assigns, a nonexclusive easement in and to Schiff's and GNLV's respective interests in Easement Area 1 and Easement Area 2 for all rights necessary by any party for the construction, operation, maintenance, repair and renewal of surface and subsurface drainage channels, pipes, conduits and attached appurtenances, including the right of ingress and egress for such purposes to, over, upon, under and across their respective interests in the Easement Area 1 and Easement Area 2.

B. **Further Limitations.** The parties further agree that neither Schiff, GNLV or the City will construct or erect any walls, fences or barriers of any sort or kind within any portion of Easement Area 1

or Easement Area 2 which will prevent or impede the use or exercise of either Easement Area 1 or Easement Area 2 without the express written consent of the parties which such consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing limitation, Schiff, GNLV and the City agree that Schiff or GNLV may be permitted to erect or construct gates or barriers upon, in, or across portions of Easement 1 or Easement Area 2 in order to prevent unauthorized access; provided, that any such gates and barriers that may be located upon, in, or across portions of Easement 1 or Easement Area 2 are at mutually acceptable locations and that both Schiff and GNLV have keys to any such gates or barriers.

Both Easement Area 1 and Easement Area 2 shall be a public easement that shall be privately maintained pursuant to a separate maintenance agreement between Schiff and GNLV and shall be subject to the terms of this Agreement. Each of Schiff and GNLV retain the right to maintain and to use their respective interests in Easement Area 1 and Easement Area 2 for their own purpose so long as such use is consistent with standard safety factors and does not interfere with the rights herein granted.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Schiff, GNLV and City have executed this Agreement as of May ____, 2011.

SCHIFF:

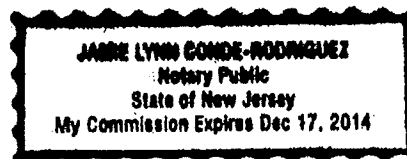
Abraham Schiff
Abraham Schiff, an Individual

STATE OF NEW JERSEY
COUNTY OF ATLANTIC ss.

The foregoing instrument was acknowledged before me this 23 day of May, 2011, by
Abraham Schiff, an individual.

Jane Lynn Conde-Rodriguez
Notary Public

My commission expires: December 17, 2014



GNLV:

GNLV CORPORATION,
a Nevada corporation

By: _____

Steven L. Scheinthal

Its: _____

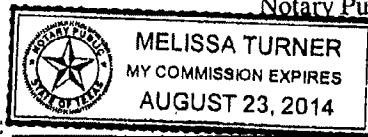
V.P.

STATE OF Texas
COUNTY OF Harris

} ss.

The foregoing instrument was acknowledged before me this 31 day of May ____, 2011, by
Steven L. Scheinthal the Vice President of GNLV CORP., a
Nevada corporation, on behalf of the company.

Melissa Turner
Notary Public



My commission expires: _____

[Signature]

CITY OF LAS VEGAS:

CAROLYN G Goodman

By:

Carolyn Goodman

Its:

MAYOR, City of LAS VEGAS

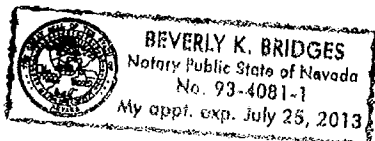
Approved as to form

John S. Ridilla 8/11/11
John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA
COUNTY OF CLARK

} ss.

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by CAROLYN GOODMAN the MAYOR of the City of Las Vegas, a political subdivision of the State of Nevada, on behalf of the City.



Beverly K. Bridges
Notary Public

My commission expires: 7/25/2013

November 17, 2009
R. Wonders/S. Bazar
APN: 139-34-111-038

**Schiff Property
Exhibit 'A'**

Explanation

This legal describes a 5' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South $62^{\circ}04'40''$ East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South $27^{\circ}54'09''$ West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence departing said southerly right-of-way South $27^{\circ}54'09''$ West, 116.77 feet; thence North $62^{\circ}04'40''$ West, 5.00 feet; thence North $27^{\circ}54'09''$ East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 5.00 feet to the **Point of Beginning**.

Contains 584 square feet, more or less.

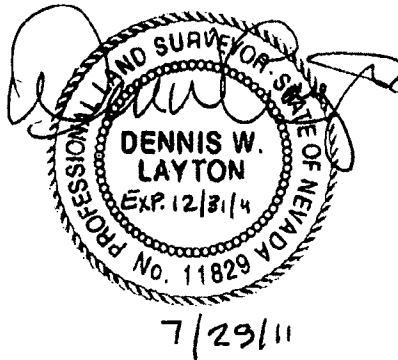
Basis of Bearing

South $62^{\circ}04'40''$ East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'A' attached hereto and by this reference made a part hereof)

End of description.

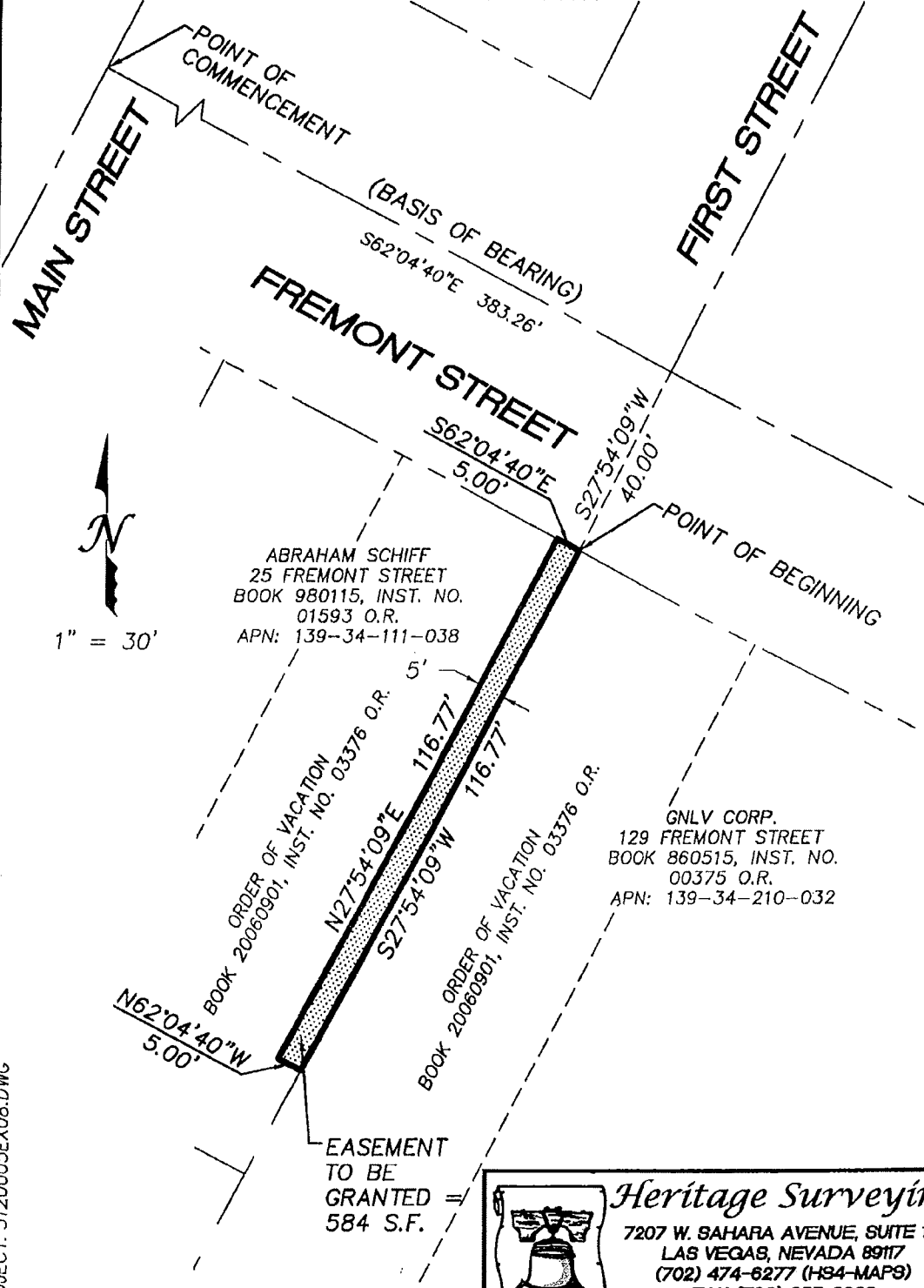
Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



Heritage Surveying

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www.Heritage-Surveying.com

EXHIBIT 'A' TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: 5120005EX08.DWG



Heritage Surveying
7207 W. SAHARA AVENUE, SUITE 115
LAS VEGAS, NEVADA 89117
(702) 474-6277 (H34-MAP9)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

November 17, 2009
R. Wonders/S. Bazar
APN: 139-34-210-032

**GNLV Property
Exhibit 'B'**

Explanation

This legal describes a 3' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South $62^{\circ}04'40''$ East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South $27^{\circ}54'09''$ West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 3.00 feet; thence departing said southerly right-of-way South $27^{\circ}54'09''$ West, 116.77 feet; thence North $62^{\circ}04'40''$ West, 3.00 feet; thence North $27^{\circ}54'09''$ East, 116.77 feet to the southerly right-of-way of said Fremont Street and the **Point of Beginning**.

Contains 350 square feet, more or less.

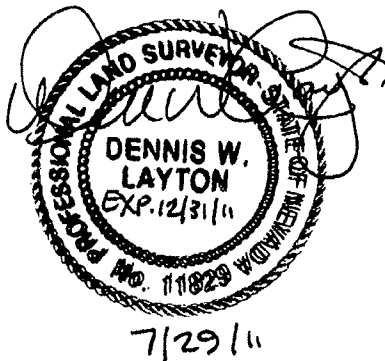
Basis of Bearing

South $62^{\circ}04'40''$ East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



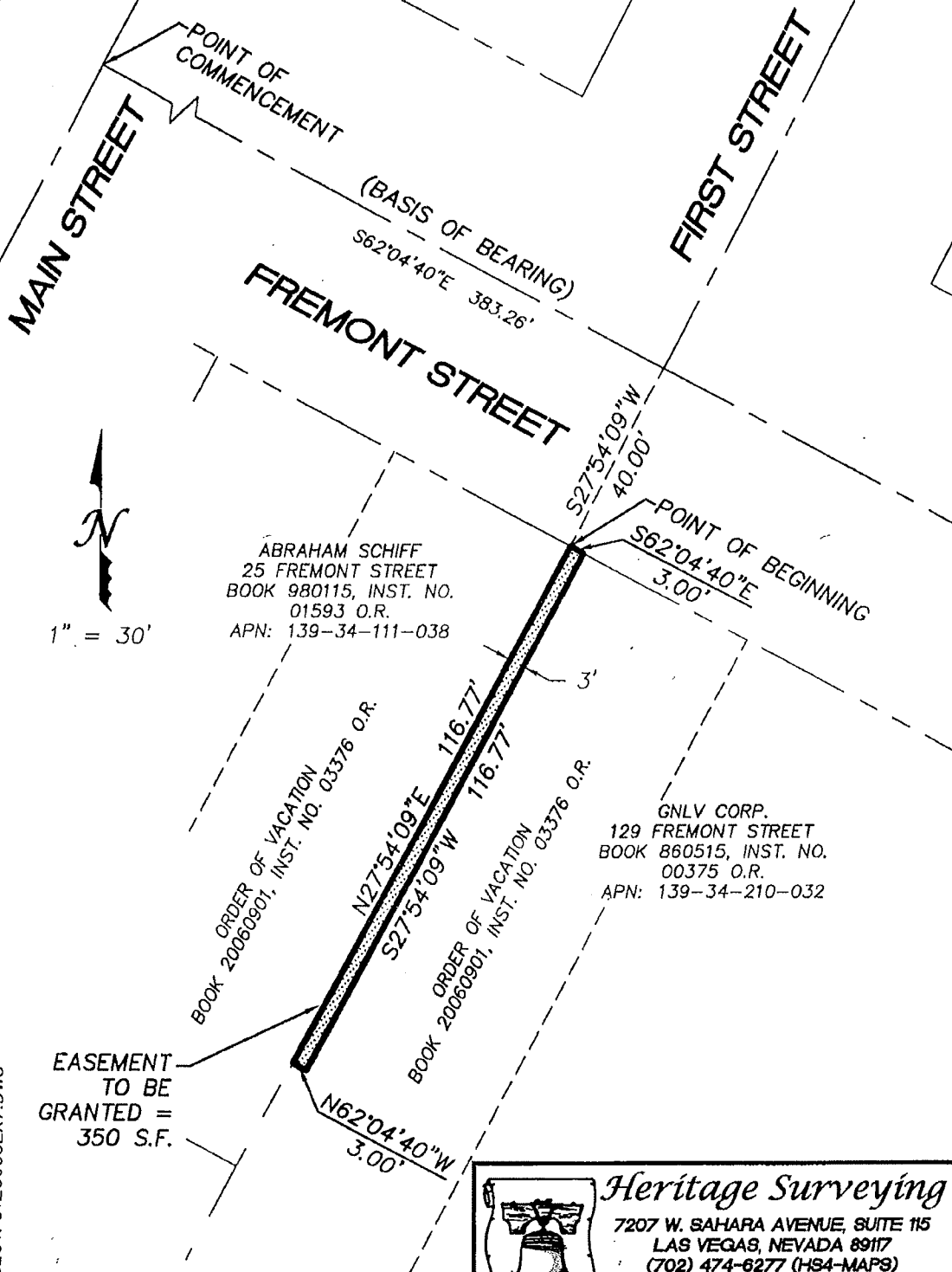
P:_Current Projects\512.0005_Legals\5120005LE07.doc • Page 1 of 2



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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: 5120005EX7.DWG

SHEET 2 OF 2



Heritage Surveying

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LAS VEGAS, NEVADA 89117
(702) 474-6277 (HSA-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

November 18, 2009
R. Wonders/S. Bazar

**Easement Area
Exhibit 'C'**

Explanation

This legal describes an 8' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence along said southerly right-of-way South 62°04'40" East, 3.00 feet; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 8.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

Contains 934 square feet, more or less.

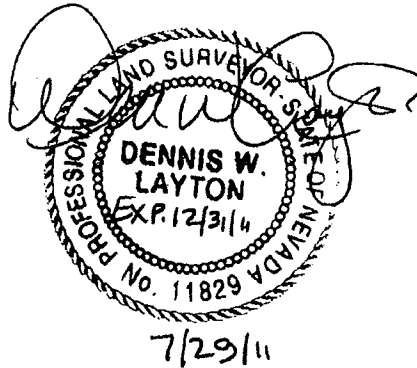
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'C' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



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www.Heritage-Surveying.com

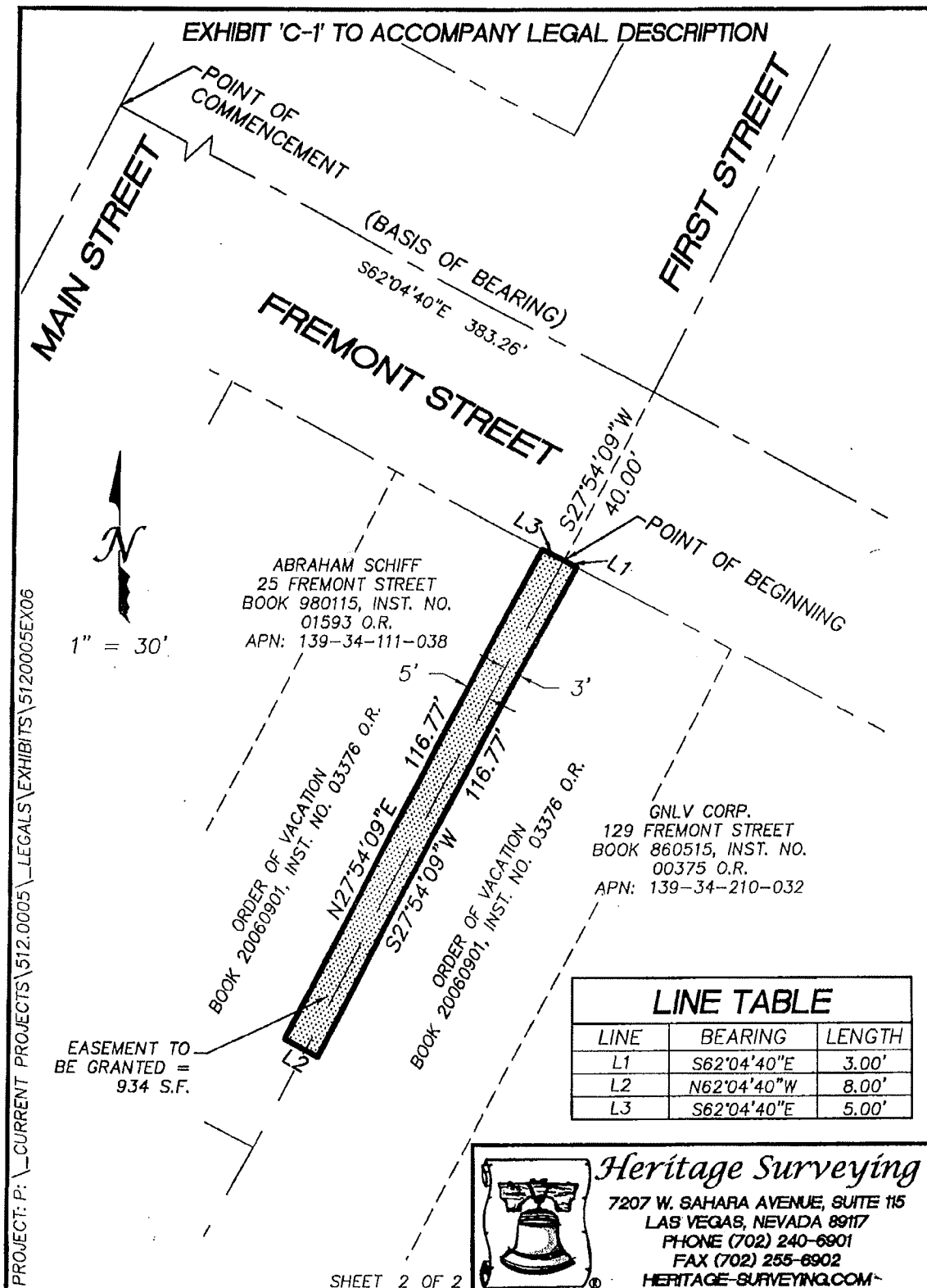


Exhibit 'D' - 'Easement Area 2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by Abraham Schiff and GNLV Corporation, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence departing said centerline, South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West 30.20 feet; thence South 26°36'52" West, 8.20 feet; thence North 62°04'40" West, 12.98 feet to the westerly line of said vacated First Street; thence along said westerly line North 27°54'09" East, 1.27 feet to said southerly line; thence continuing along said westerly line North 27°54'09" East, 10.00 feet; thence departing said westerly line South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.50 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

Containing 381 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit Easement Area 2' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201

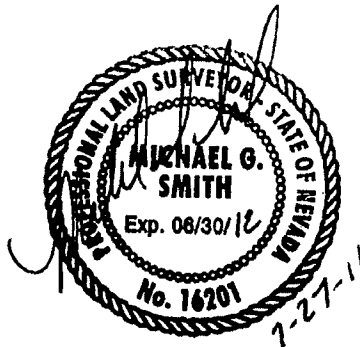
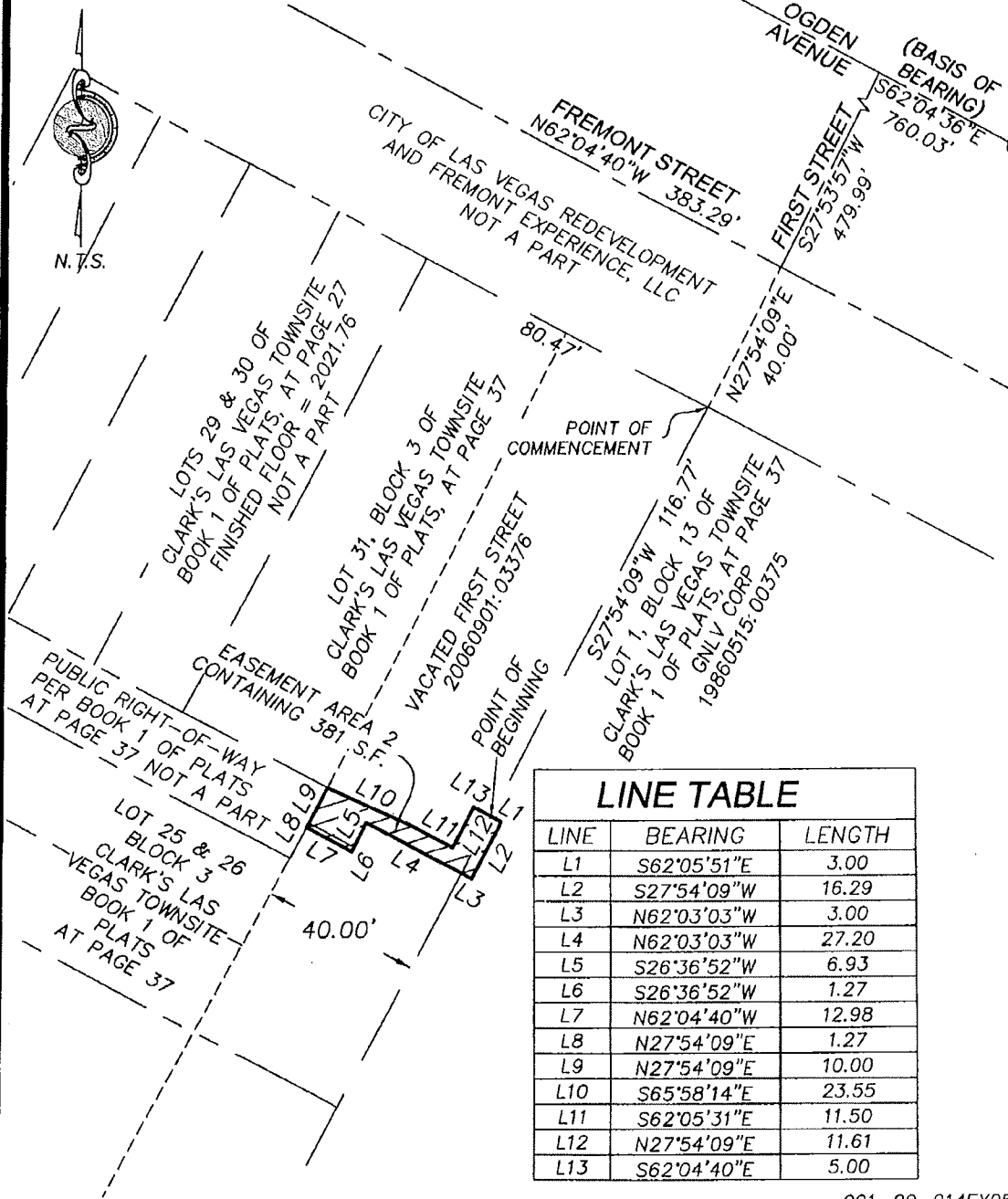


EXHIBIT 'D' - 'EASEMENT AREA 2'



001-09-014EX05

JOB NO: 001-09-014
 DRAWN BY: M. SMITH
 APN NUMBER: 139-34-111-038
 GRANTOR: _____ OF _____
 SHEET _____ OF _____



MSG Surveying
 3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120
 PHONE: (702) 932-2695
 FAX: (702) 932-5599
 HTTP://WWW.MSGSURVEYING.COM

APN: 139-34-111-067
Grantor: Schiff, Abraham

Exhibit 'D-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by Abraham Schiff, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence continuing South 27°54'09" West, 16.29 feet to the southerly line of said land acquired by Abraham Schiff; thence along said southerly line North 62°03'03" West, 27.20 feet; thence continuing along said southerly line South 26°36'52" West, 6.93 feet; thence continuing along said southerly line North 62°04'40" West, 12.96 feet to the Westerly line of said vacated First Street; thence along said Westerly line, North 27°54'09" East, 10.00 feet; thence departing said Westerly line, South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.50 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

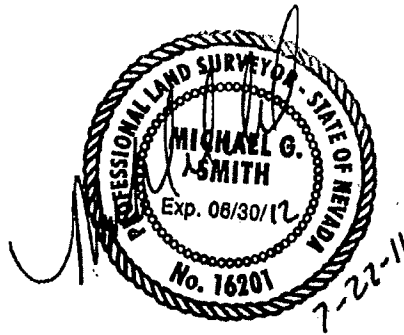
Containing 315 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-1' attached hereto and by this reference made a part hereof)

End of description.



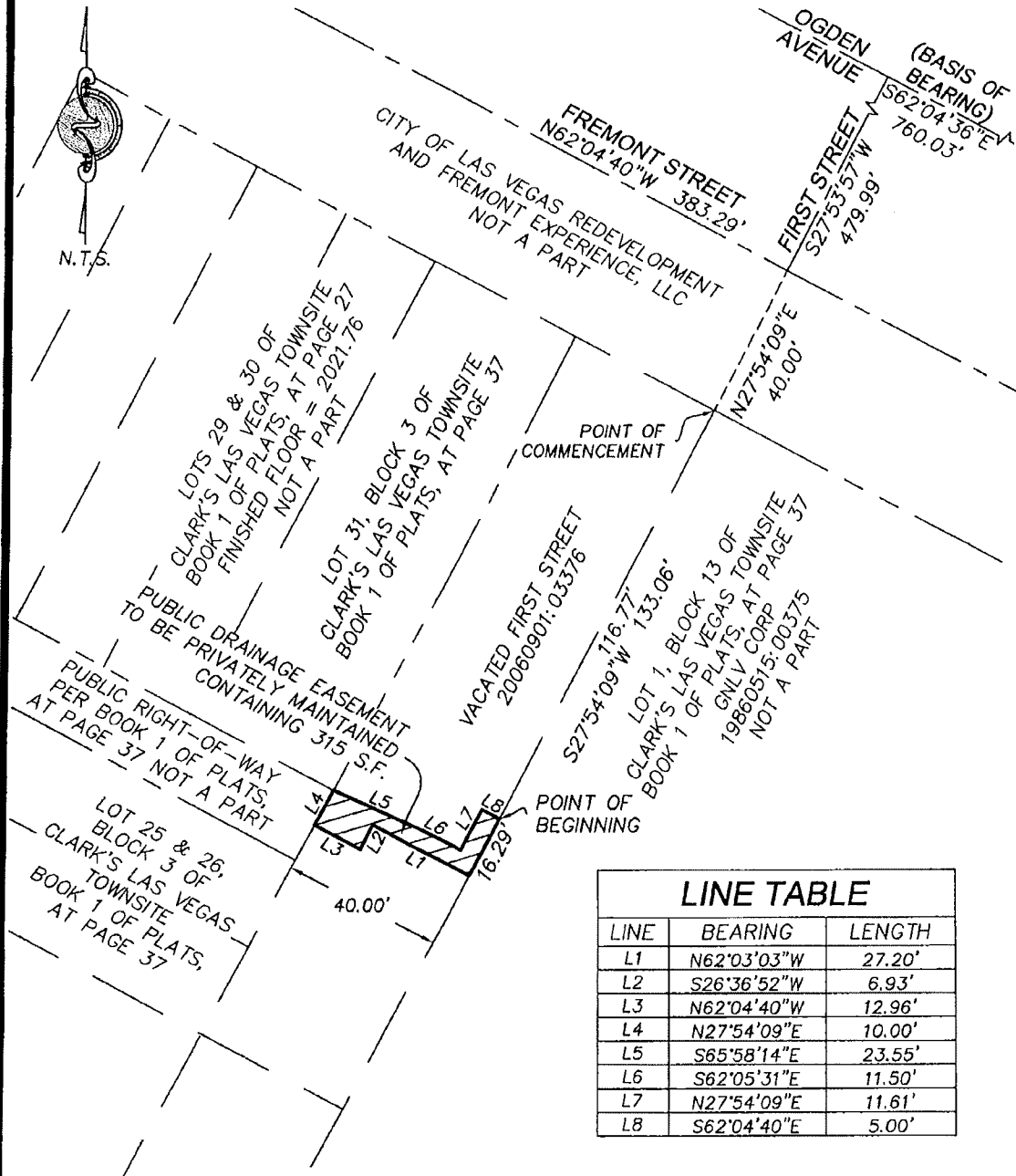
Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



MSG
Surveying

• 001-09-014le03.doc • Page __ of __ •
• 3277 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
• Phone: (702) 932-2965 • Fax: (702) 932-5599 • <http://www.msgsurveying.com> •

EXHIBIT 'D-1' TO ACCOMPANY LEGAL DESCRIPTION



001-09-014EX03

JOB NO: 001-09-014
 DRAWN BY: J. COLVIN
 APN NUMBER: 139-34-111-067
 GRANTOR: SCHIFF, ABRAHAM
 SHEET: --- OF ---



MSG Surveying
 3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120
 PHONE: (702) 932-2695
 FAX: (702) 932-5599
 HTTP://WWW.MSGSURVEYING.COM

APN: 139-34-210-032
Grantor: GNLV Corporation

Exhibit 'D-2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by GNLV Corp, described as follows

***Commencing** at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence departing said centerline South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West to said centerline; thence along said centerline, North 27°54'09" East, 16.29 feet to the **Point of Beginning**.*

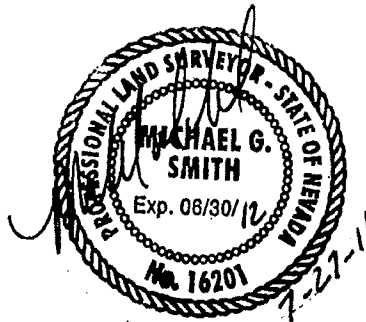
Containing 49 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-2' attached hereto and by this reference made a part hereof)

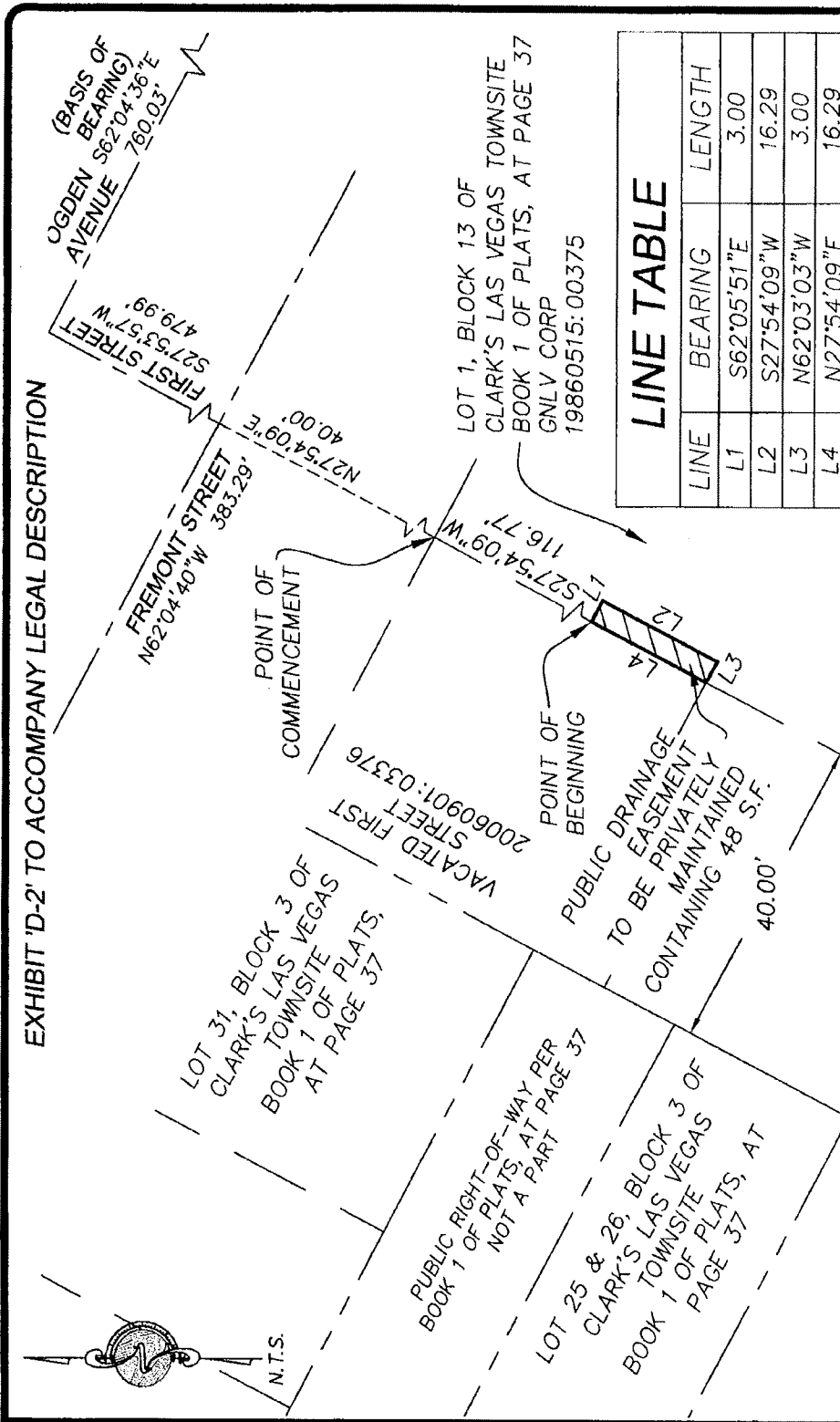
End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



EXHIBIT 'D-2' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE	
LINE	BEARING
L1	S62°05'51"E
L2	S27°54'09"W
L3	N62°03'03"W
L4	N27°54'09"E
	LENGTH
	3.00
	16.29
	3.00
	16.29

001-09-014EX02

MSG Surveying
 3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120
 PHONE: (702) 932-2965
 FAX: (702) 932-5599
 HTTP://WWW.MSGSURVEYING.COM

001-09-014
 J. COLVIN
 139-34-210-032
 -- OF --

JOB NO:
 DRAWN BY:
 APN NUMBER:
 GRANTOR:
 SHEET

APN: 139-34-111-069
Grantor: GNLV Corporation

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by and GNLV Corporation, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 133.06 feet to the northerly line of said property acquired by GNLV Corporation; thence along the northerly line North 62°03'03" West, 27.20 feet; thence continuing along said northerly line South 26°36'52" West, 6.93 feet to the **Point of Beginning**; thence departing said Northerly line South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.98 feet westerly line of said vacated First Street; thence along said westerly line North 27°54'09" East, 1.27 feet to said Northerly line; thence along said Northerly line South 62°04'40" East, 12.96 feet to the **Point of Beginning**.

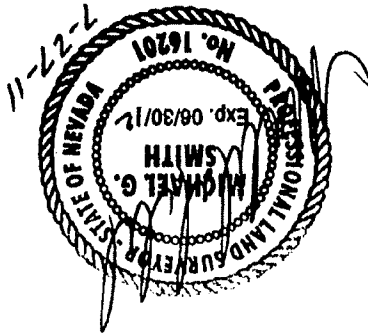
Containing 16 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-3' attached hereto and by this reference made a part hereof)

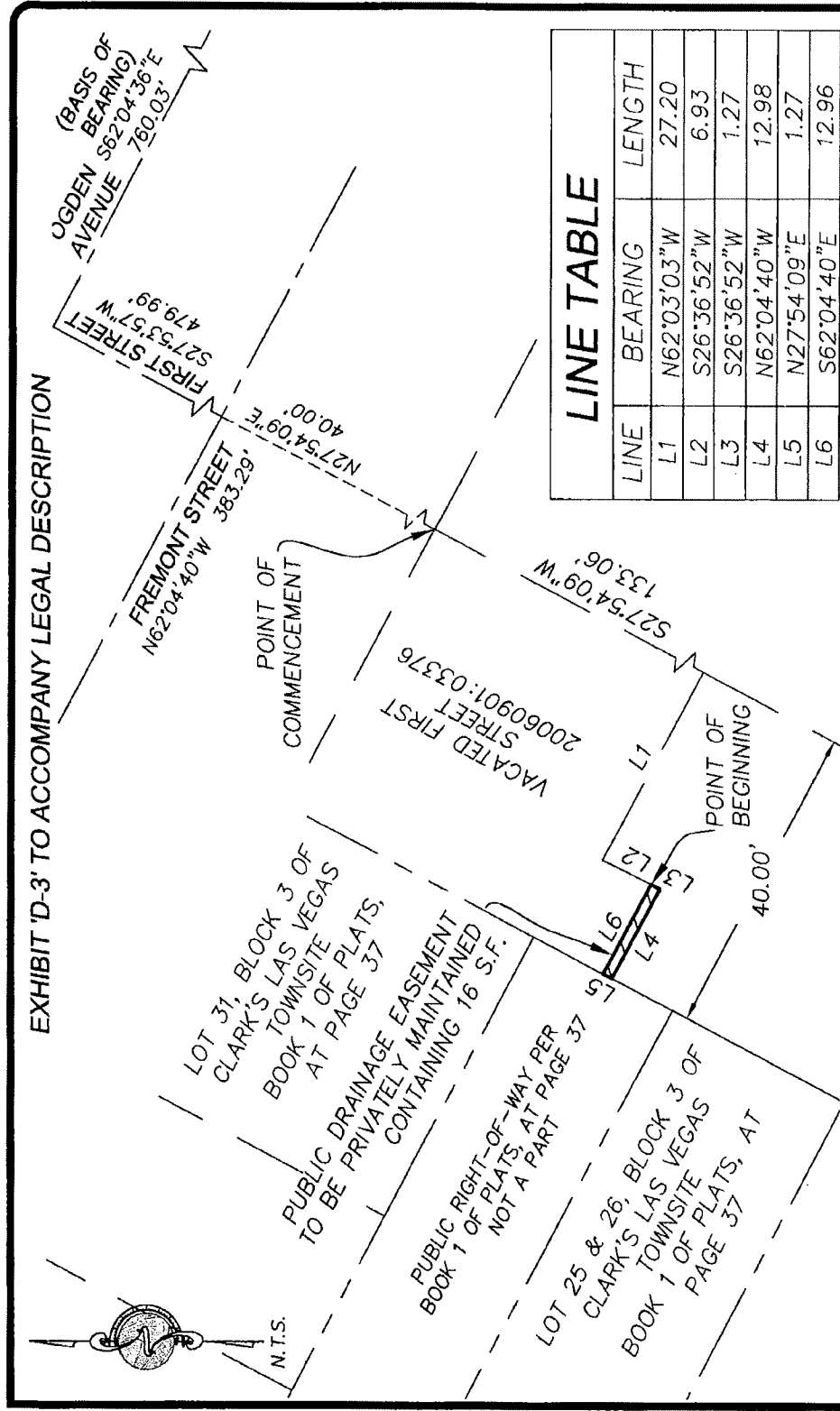
End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



EXHIBIT 'D-3' TO ACCOMPANY LEGAL DESCRIPTION



LINE	BEARING	LENGTH
L1	N62°03'03"W	27.20
L2	S26°36'52"W	6.93
L3	S26°36'52"W	1.27
L4	N62°04'40"W	12.98
L5	N27°54'09"E	1.27
L6	S62°04'40"E	12.96

001-09-014EX01

MSG Surveying
 3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120
 PHONE: (702) 932-2965
 FAX: (702) 932-5599
 HTTP://WWW.MSGSURVEYING.COM

001-09-014
 J. COLVIN
 139-34-111-069

JOB NO:
 DRAWN BY:
 APN NUMBER:
 GRANTOR:
 SHEET

-- OF --

Recording Cover Page

46

APNs:

139-34-111-038

139-34-210-032

Recording is requested by:

Woods Erickson Whitaker & Maurice LLLP
1349 Galleria Drive, Suite 200
Henderson, Nevada 89014

Inst #: 201108160002887

Fees: \$0.00

N/C Fee: \$0.00

08/16/2011 01:39:38 PM

Receipt #: 881191

Requestor:

CLERK LAS VEGAS CITY

Recorded By: CHR Pgs: 46

DEBBIE CONWAY

CLARK COUNTY RECORDER

Right of Way Grant for Drainage Purposes

This instrument references a separate maintenance agreement between GNLV Corp. and Abraham Schiff. In the interest of clarity, in addition to independent recordation of the referenced maintenance agreement, an executed copy of the Storm Water Drainage Easement Maintenance Agreement dated May 31, 2011 is attached hereto.

When Recorded mail to
AH City Clerk
City of Las Vegas
400 STEWART AVE
LAS VEGAS, NV 89101

APN (s): 139-34-111-038
139-34-210-032

WHEN RECORDED MAIL AND
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NV 89101

RIGHT OF WAY GRANT FOR DRAINAGE PURPOSES

RECITALS

1. Abraham Schiff, an individual (“Schiff”), is the owner of that certain real property described in Exhibits A, C-1 and D-1 attached hereto (“Schiff Property”).
2. GNLV Corporation, a Nevada corporation (“GNLV”), is the owner of that certain real property described in Exhibits B, C-2, D-2 and D-3 attached hereto (“GNLV Property”).
3. Schiff and GNLV desire to grant to City an easement over the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in this Right of Way Grant for Drainage Purposes. The Schiff Property and the GNLV Property, collectively, shall be the area upon which such easement shall be granted described as “Easement Area 1”, as more particularly described in Exhibit C, which consists of Exhibits C-1 and C-2 attached hereto).
4. In addition, Schiff and GNLV desire to grant to City an easement over the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in this Right of Way Grant for Drainage Purposes. The Schiff Property and the GNLV Property, collectively, shall be the area upon which such easement shall be granted described as “Easement Area 2”, as more particularly described in Exhibit D, which consists of Exhibits D-1, D-2 and D-3 attached hereto).

GRANT OF EASEMENT

A. **Easement.** Schiff and GNLV, each of them, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the other (Schiff and/or GNLV, as the case may be) and to the City of Las Vegas, a political subdivision of the State of Nevada (the “City”), and their successors and assigns, a nonexclusive easement in and to Schiff’s and GNLV’s respective interests in Easement Area 1 and Easement Area 2 for all rights necessary by any party for the construction, operation, maintenance, repair and renewal of surface and subsurface drainage channels, pipes, conduits and attached appurtenances, including the right of ingress and egress for such purposes to, over, upon, under and across their respective interests in the Easement Area 1 and Easement Area 2.

B. **Further Limitations.** The parties further agree that neither Schiff, GNLV or the City will construct or erect any walls, fences or barriers of any sort or kind within any portion of Easement Area 1

or Easement Area 2 which will prevent or impede the use or exercise of either Easement Area I or Easement Area 2 without the express written consent of the parties which such consent shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing limitation, Schiff, GNLV and the City agree that Schiff or GNLV may be permitted to erect or construct gates or barriers upon, in, or across portions of Easement 1 or Easement Area 2 in order to prevent unauthorized access; provided, that any such gates and barriers that may be located upon, in, or across portions of Easement 1 or Easement Area 2 are at mutually acceptable locations and that both Schiff and GNLV have keys to any such gates or barriers.

Both Easement Area 1 and Easement Area 2 shall be a public easement that shall be privately maintained pursuant to a separate maintenance agreement between Schiff and GNLV and shall be subject to the terms of this Agreement. Each of Schiff and GNLV retain the right to maintain and to use their respective interests in Easement Area 1 and Easement Area 2 for their own purpose so long as such use is consistent with standard safety factors and does not interfere with the rights herein granted.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Schiff, GNLV and City have executed this Agreement as of May ____, 2011.

SCHIFF:

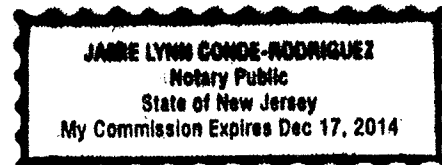
Abraham Schiff
Abraham Schiff, an Individual

STATE OF NEW JERSEY
COUNTY OF ATLANTIC } ss.

The foregoing instrument was acknowledged before me this 23 day of May, 2011, by Abraham Schiff, an individual.

Jane Lynn Conde-Rodriguez
Notary Public

My commission expires: December 17, 2014



GNLV:

GNLV CORPORATION,
a Nevada corporation

By: _____

Its: _____

Steven L. Scheinthal

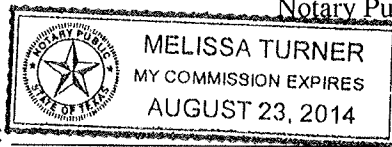
V.P.

STATE OF Texas
COUNTY OF Harris

} ss.

The foregoing instrument was acknowledged before me this 31 day of May ____, 2011, by
Steven L. Scheinthal the Vice President of GNLV CORP., a
Nevada corporation, on behalf of the company.

Melissa Turner
Notary Public



My commission expires: _____

[Signature]

CITY OF LAS VEGAS:

CAROLYN G Goodman

By:

Carolyn Goodman

Its:

MAYOR, City of LAS VEGAS

Approved as to form

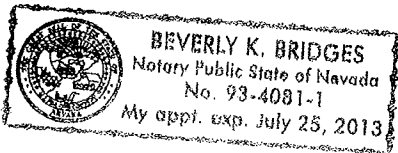
John S. Ridilla 8/11/11

John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA
COUNTY OF CLARK

} ss.

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by
CAROLYN GOODMAN the MAYOR of the
City of Las Vegas, a political subdivision of the State of Nevada, on behalf of the City.



Beverly K. Bridges
Notary Public

My commission expires: 7/25/2013

November 17, 2009
R. Wonders/S. Bazar
APN: 139-34-111-038

**Schiff Property
Exhibit 'A'**

Explanation

This legal describes a 5' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South $62^{\circ}04'40''$ East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South $27^{\circ}54'09''$ West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence departing said southerly right-of-way South $27^{\circ}54'09''$ West, 116.77 feet; thence North $62^{\circ}04'40''$ West, 5.00 feet; thence North $27^{\circ}54'09''$ East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 5.00 feet to the **Point of Beginning**.

Contains 584 square feet, more or less.

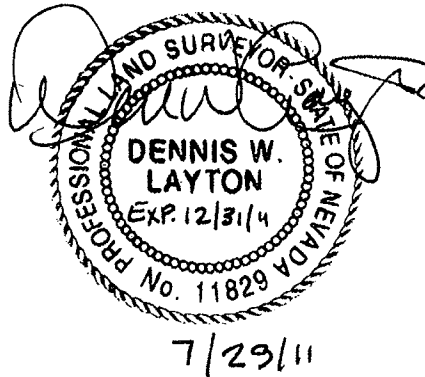
Basis of Bearing

South $62^{\circ}04'40''$ East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'A' attached hereto and by this reference made a part hereof)

End of description.

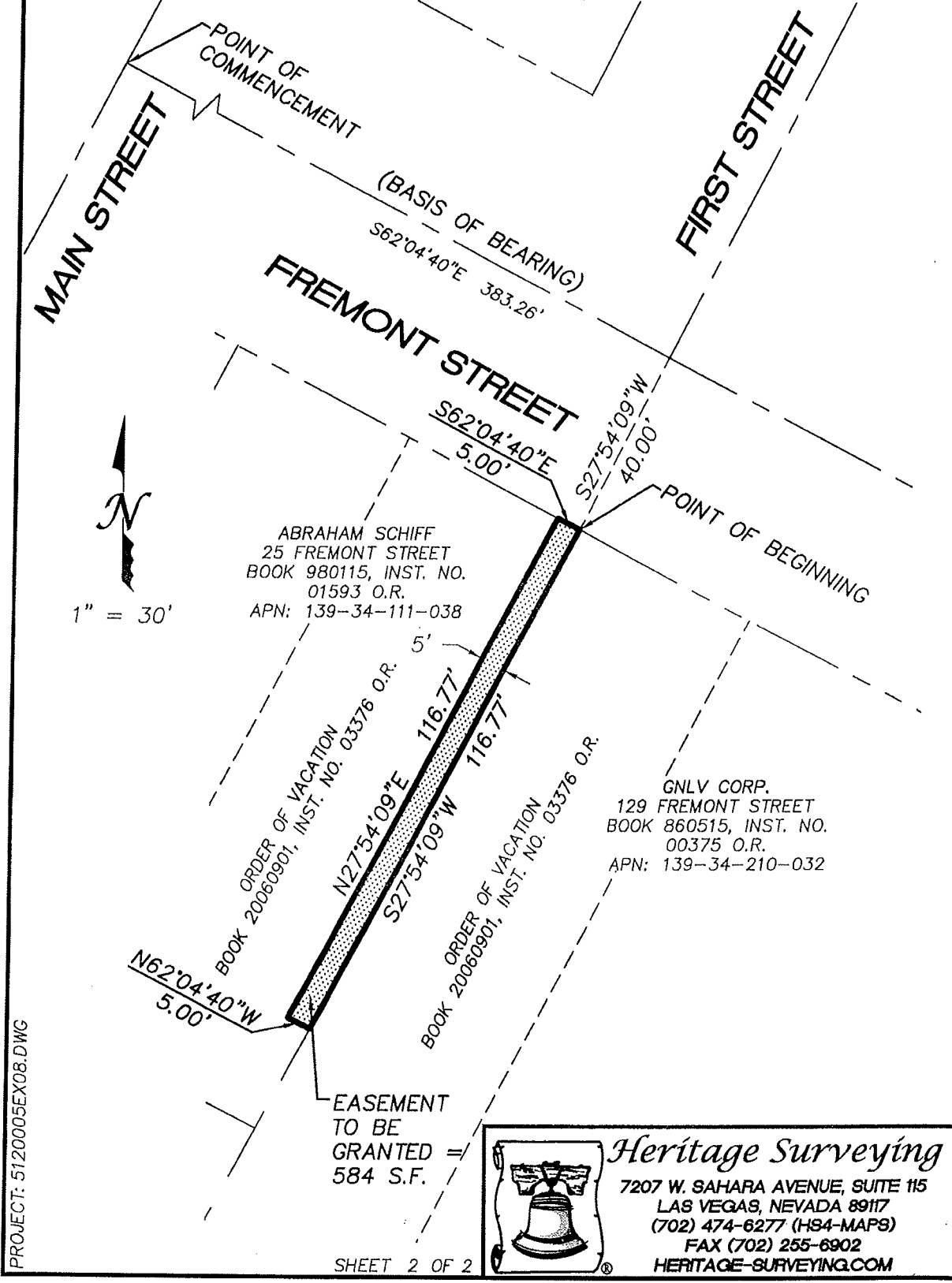
Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



Heritage Surveying

7207 W. Sahara Avenue, Suite 115 • Las Vegas, NV 89117 • (702)474-6277 (HS4-MAPS) • (702)255-6902 - Fax,
www.Heritage-Surveying.com

EXHIBIT 'A' TO ACCOMPANY LEGAL DESCRIPTION



Heritage Surveying
 7207 W. SAHARA AVENUE, SUITE 115
 LAS VEGAS, NEVADA 89117
 (702) 474-6277 (H94-MAP9)
 FAX (702) 255-6902
 HERITAGE-SURVEYING.COM

November 17, 2009
R. Wonders/S. Bazar
APN: 139-34-210-032

**GNLV Property
Exhibit 'B'**

Explanation

This legal describes a 3' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South $62^{\circ}04'40''$ East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South $27^{\circ}54'09''$ West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 3.00 feet; thence departing said southerly right-of-way South $27^{\circ}54'09''$ West, 116.77 feet; thence North $62^{\circ}04'40''$ West, 3.00 feet; thence North $27^{\circ}54'09''$ East, 116.77 feet to the southerly right-of-way of said Fremont Street and the **Point of Beginning**.

Contains 350 square feet, more or less.

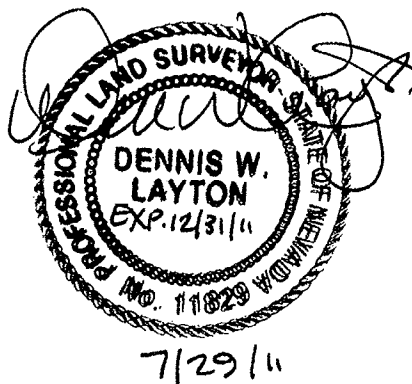
Basis of Bearing

South $62^{\circ}04'40''$ East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

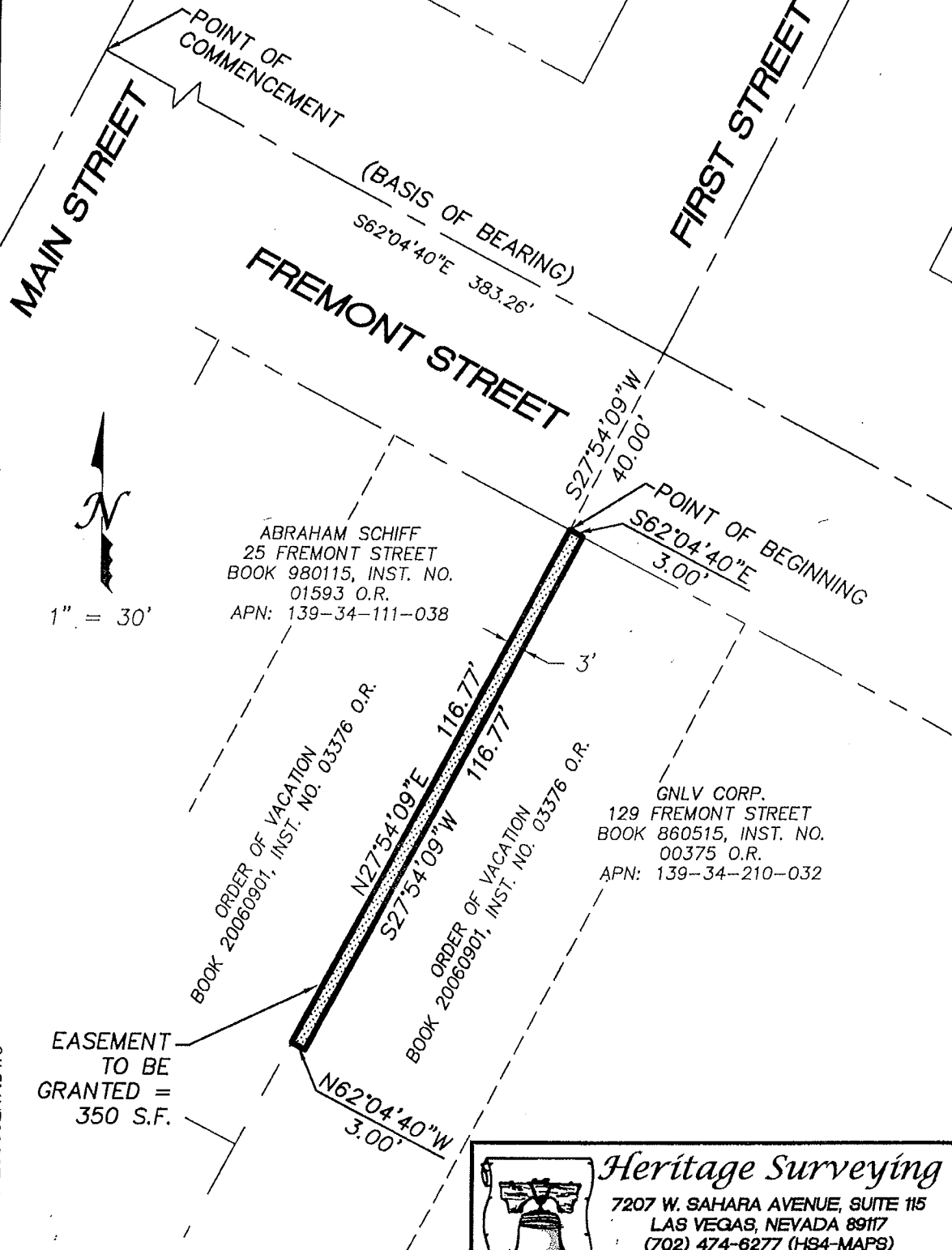
Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



Heritage Surveying

7207 W. Sahara Avenue, Suite 115 • Las Vegas, NV 89117 • (702)474-6277 (HS4-MAPS) • (702)255-6902 - Fax
www.Heritage-Surveying.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: 5120005EX7.DWG



Heritage Surveying

7207 W. SAHARA AVENUE, SUITE 115
LAS VEGAS, NEVADA 89117
(702) 474-6277 (H84-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

November 18, 2009
R. Wonders/S. Bazar

Easement Area Exhibit 'C'

Explanation

This legal describes an 8' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South $62^{\circ}04'40''$ East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South $27^{\circ}54'09''$ West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the **Point of Beginning**; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 3.00 feet; thence departing said southerly right-of-way South $27^{\circ}54'09''$ West, 116.77 feet; thence North $62^{\circ}04'40''$ West, 8.00 feet; thence North $27^{\circ}54'09''$ East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South $62^{\circ}04'40''$ East, 5.00 feet to the **Point of Beginning**.

Contains 934 square feet, more or less.

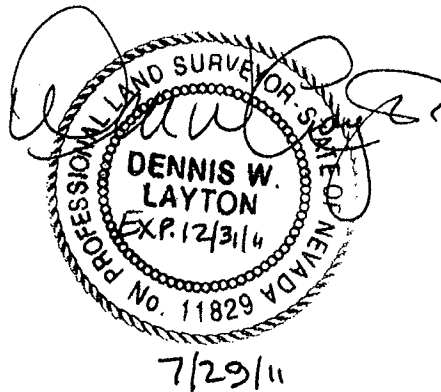
Basis of Bearing

South $62^{\circ}04'40''$ East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'C' attached hereto and by this reference made a part hereof)

End of description.

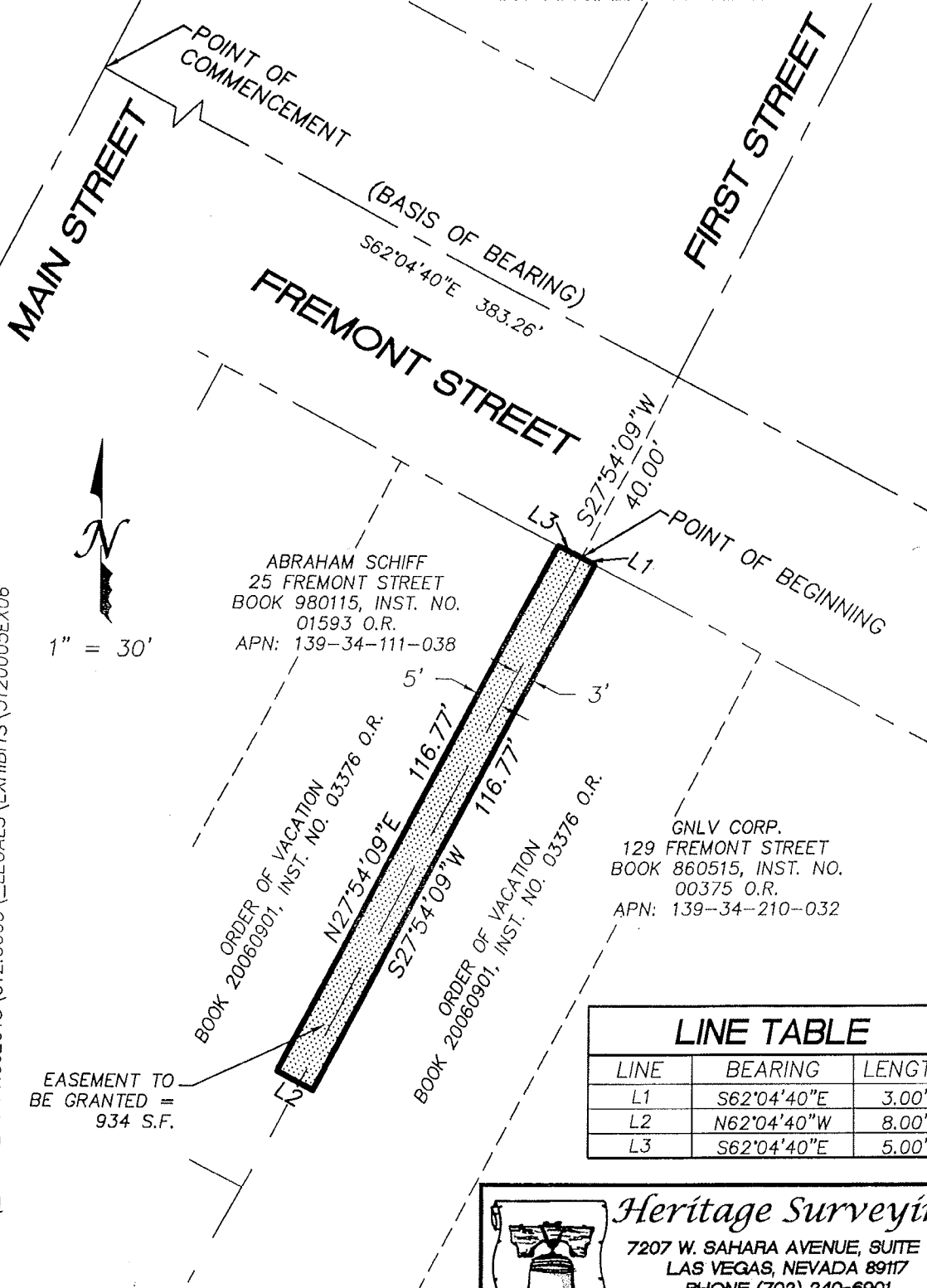
Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



Heritage Surveying

7207 W. Sahara Avenue, Suite 115 • Las Vegas, NV 89117 • (702)474-6277 (HS4-MAPS) • (702)255-6902 - Fax
www.Heritage-Surveying.com

EXHIBIT 'C-1' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE

LINE	BEARING	LENGTH
L1	S62°04'40"E	3.00'
L2	N62°04'40"W	8.00'
L3	S62°04'40"E	5.00'



Heritage Surveying

7207 W. SAHARA AVENUE, SUITE 115
LAS VEGAS, NEVADA 89117
PHONE (702) 240-6901
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

PROJECT: P: _CURRENT PROJECTS\512.0005\LEGALS\EXHIBITS\5120005EX06

Exhibit 'D' - 'Easement Area 2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by Abraham Schiff and GNLV Corporation, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence departing said centerline, South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West 30.20 feet; thence South 26°36'52" West, 8.20 feet; thence North 62°04'40" West, 12.98 feet to the westerly line of said vacated First Street; thence along said westerly line North 27°54'09" East, 1.27 feet to said southerly line; thence continuing along said westerly line North 27°54'09" East, 10.00 feet; thence departing said westerly line South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.50 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

Containing 381 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit Easement Area 2' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



N.T.S.

CITY OF LAS VEGAS REDEVELOPMENT
 AND FREMONT EXPERIENCE, LLC
 NOT A PART

FREMONT STREET
N62°04'40"W 383.29'

LOTS 29 & 30 OF
CLARK'S LAS VEGAS TOWNSITE
BOOK 1 OF PLATS, AT PAGE 27
FINISHED FLOOR = 2021.76
NOT A PART

LOT 31, BLOCK 3 OF
CLARK'S LAS VEGAS TOWNSITE
BOOK 1 OF PLATS, AT PAGE 37

DATED FIRST STR
00060901:07

POINT OF COMMENCEMENT

S27°54'09"W 116.77'
LOT 1, BLOCK 13 OF
CLARK'S LAS VEGAS TOWNSITE
BOOK 7 OF PLATS AT PAGE 37
19860515:00375

EASE-OF-WAY
 CONTAIN
 PUBLIC RIGHT-OF-WAY
 PER BOOK 1 OF PLATS
 AT PAGE 37 NOT A PART
 LOT 25
 P.

EASEMENT AREA
CONTAINING 387 S.F.
OF-WAY
PL

VACATED
2000

POINT OF
BEGINNING

LOT 25 & 26
BLOCK 3
CLARK'S LAS
VEGAS TOWNSITE
BOOK 1 OF
PLATS
AT PAGE 37

40.00'

LINE	BEARING	LENGTH
L1	S62°05'51"E	3.00
L2	S27°54'09"W	16.29
L3	N62°03'03"W	3.00
L4	N62°03'03"W	27.20
L5	S26°36'52"W	6.93
L6	S26°36'52"W	1.27
L7	N62°04'40"W	12.98
L8	N27°54'09"E	1.27
L9	N27°54'09"E	10.00
L10	S65°58'14"E	23.55
L11	S62°05'31"E	11.50
L12	N27°54'09"E	11.61
L13	S62°04'40"E	5.00

JOB NO: 001-09-014
DRAWN BY: M. SMITH
APN NUMBER: 139-34-111-038
GRANTOR:
SHEET _____ OF _____



3277 E. WARM SPRINGS RD., SUITE 400
LAS VEGAS, NEVADA 89120

PHONE: (702) 932-2695

FAX: (702) 932-5599

HTTP://WWW.MSGSURVEYING.COM

APN: 139-34-111-067
Grantor: Schiff, Abraham

Exhibit 'D-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by Abraham Schiff, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence continuing South 27°54'09" West, 16.29 feet to the southerly line of said land acquired by Abraham Schiff; thence along said southerly line North 62°03'03" West, 27.20 feet; thence continuing along said southerly line South 26°36'52" West, 6.93 feet; thence continuing along said southerly line North 62°04'40" West, 12.96 feet to the Westerly line of said vacated First Street; thence along said Westerly line, North 27°54'09" East, 10.00 feet; thence departing said Westerly line, South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.50 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

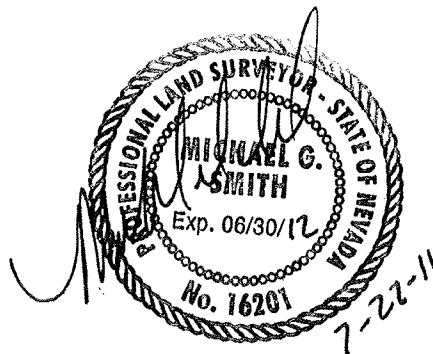
Containing 315 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-1' attached hereto and by this reference made a part hereof)

End of description.



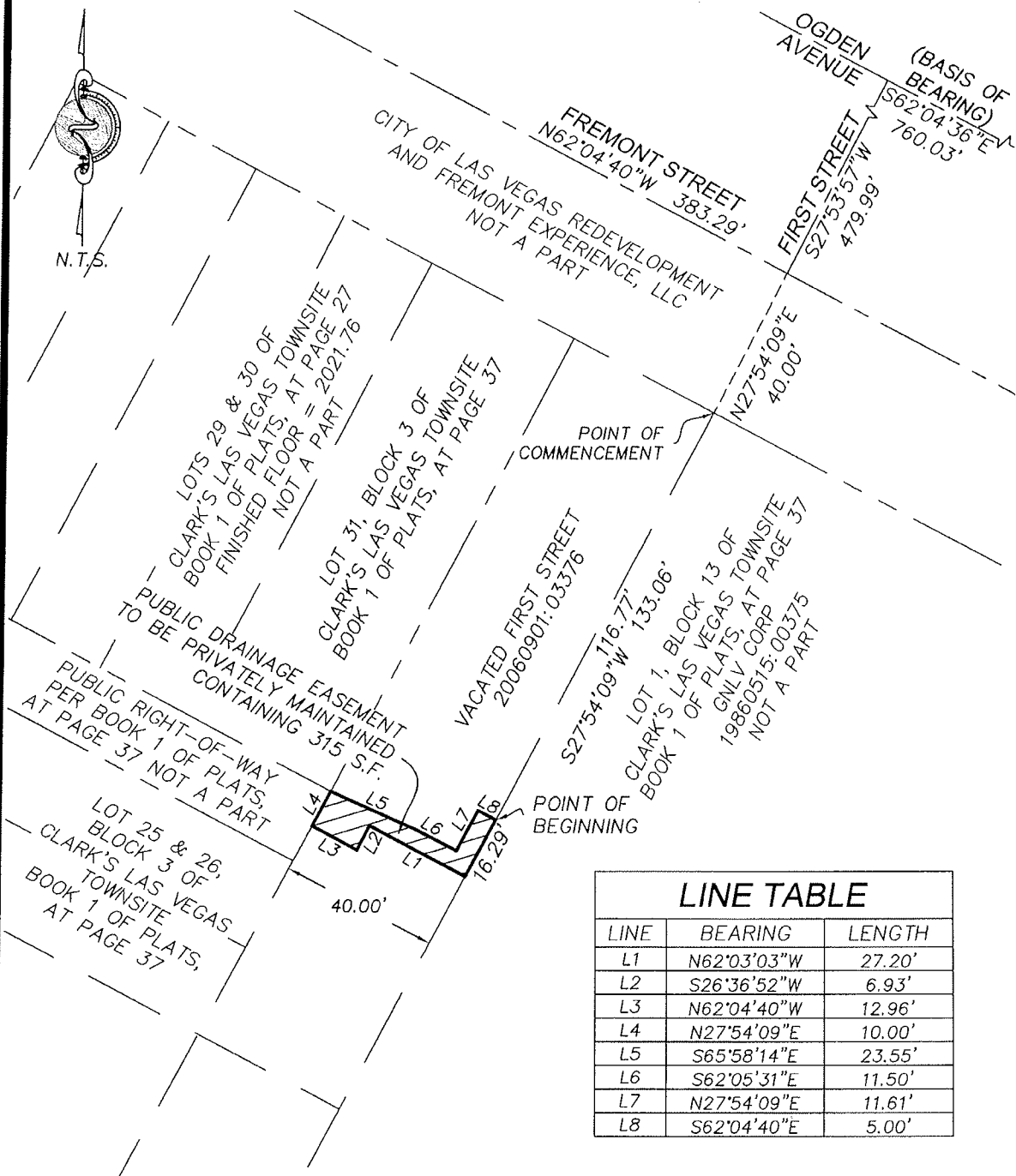
Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



MSG
Surveying

• 001-09-014le03.doc • Page ___ of ___ •
• 3277 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
• Phone: (702) 932-2965 • Fax: (702) 932-5599 • <http://www.msgsurveying.com> •

EXHIBIT 'D-1' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE

LINE	BEARING	LENGTH
L1	N62°03'03"W	27.20'
L2	S26°36'52"W	6.93'
L3	N62°04'40"W	12.96'
L4	N27°54'09"E	10.00'
L5	S65°58'14"E	23.55'
L6	S62°05'31"E	11.50'
L7	N27°54'09"E	11.61'
L8	S62°04'40"E	5.00'

001-09-014EX03

JOB NO: 001-09-014
 DRAWN BY: J. COLVIN
 APN NUMBER: 139-34-111-067
 GRANTOR: SCHIFF, ABRAHAM
 SHEET --- OF ---



MSG Surveying

3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120

PHONE: (702) 932-2695

FAX: (702) 932-5599

HTTP://WWW.MSGSURVEYING.COM

APN: 139-34-210-032
Grantor: GNLV Corporation

Exhibit 'D-2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by GNLV Corp, described as follows

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence departing said centerline South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West to said centerline; thence along said centerline, North 27°54'09" East, 16.29 feet to the **Point of Beginning**.

Containing 49 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-2' attached hereto and by this reference made a part hereof)

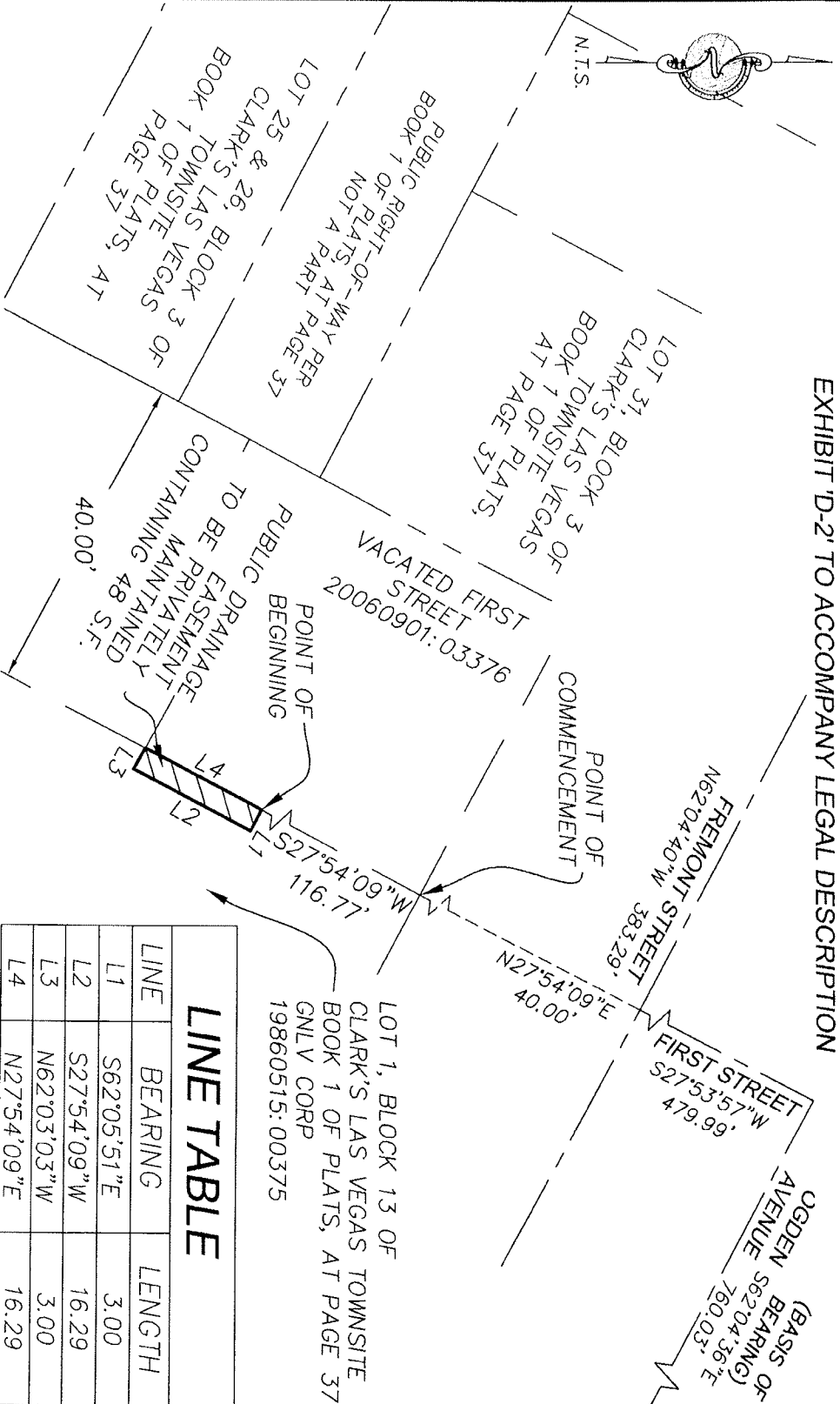
End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



EXHIBIT 'D-2' TO ACCOMPANY LEGAL DESCRIPTION



LOT 1, BLOCK 13 OF
CLARK'S LAS VEGAS TOWNSITE
BOOK 1 OF PLATS, AT PAGE 37
GNLV CORP
19860515:00375

LINE TABLE

LINE	BEARING	LENGTH
L1	S62°05'51"E	3.00
L2	S27°54'09"W	16.29
L3	N62°03'03"W	3.00
L4	N27°54'09"E	16.29

JOB NO: 001-09-014
DRAWN BY: J. COLVIN
APN NUMBER: 139-34-210-032
GRANTOR: --- OF ---
SHEET



MSG Surveying
3277 E. WARM SPRINGS RD., SUITE 400
LAS VEGAS, NEVADA 89120
PHONE: (702) 932-2965
FAX: (702) 932-5599
HTTP://WWW.MSGSURVEYING.COM

001-09-014EX02

APN: 139-34-111-069
Grantor: GNLV Corporation

Exhibit 'D-3'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Being a portion of that vacated First Street recorded in Book 20060901 as Instrument Number 03376, Official Records of Clark County, Nevada, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, acquired by and GNLV Corporation, described as follows:

Commencing at the intersection of the centerline of said vacated First Street and the Southerly right-of-way of Fremont Street as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County, Nevada; thence along said centerline, South 27°54'09" West, 133.06 feet to the northerly line of said property acquired by GNLV Corporation; thence along the northerly line North 62°03'03" West, 27.20 feet; thence continuing along said northerly line South 26°36'52" West, 6.93 feet the **Point of Beginning**; thence departing said Northerly line South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.98 feet westerly line of said vacated First Street; thence along said westerly line North 27°54'09" East, 1.27 feet to said Northerly line; thence along said Northerly line South 62°04'40" East, 12.96 feet to the **Point of Beginning**.

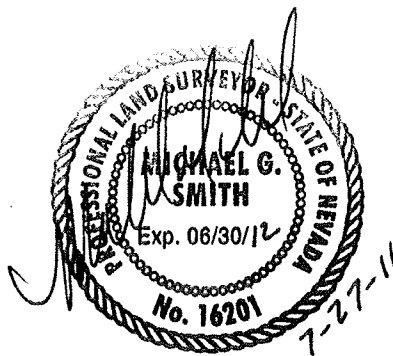
Containing 16 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'D-3' attached hereto and by this reference made a part hereof)

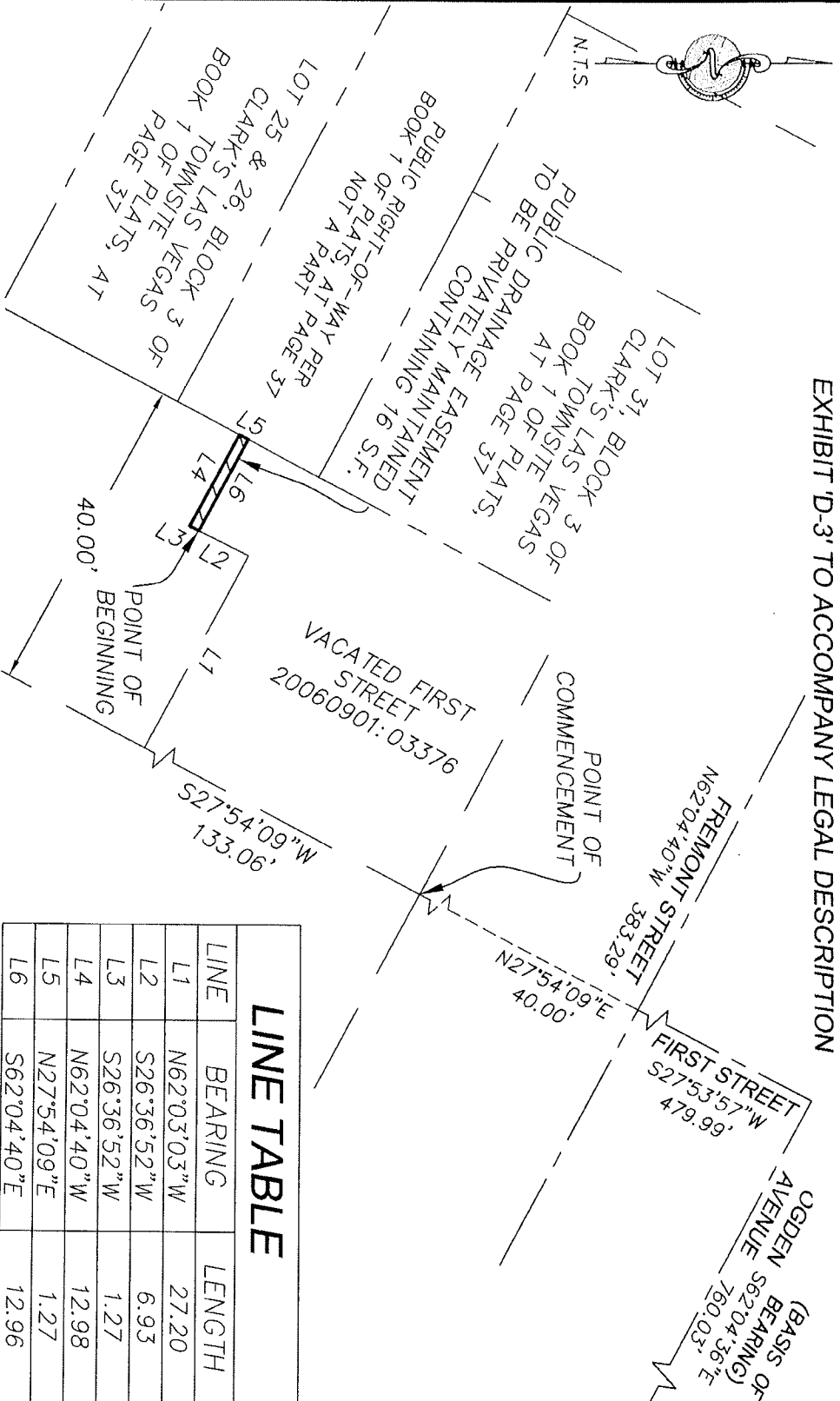
End of description.



Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



EXHIBIT 'D-3' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE

LINE	BEARING	LENGTH
L1	N62°03'03"W	27.20
L2	S26°36'52"W	6.93
L3	S26°36'52"W	1.27
L4	N62°04'40"W	12.98
L5	N27°54'09"E	1.27
L6	S62°04'40"E	12.96

JOB NO:
DRAWN BY:
APN NUMBER:
GRANTOR:
SHEET

001-09-014
J. COLVIN
139-34-111-069

OF



MSG Surveying

3277 E. WARM SPRINGS RD., SUITE 400
LAS VEGAS, NEVADA 89120
PHONE: (702) 932-2965
FAX: (702) 932-5599
HTTP://WWW.MSGSURVEYING.COM

001-09-014EX01

MAINTENANCE AGREEMENT

When Recorded Return To:
GNLV Corporation
1510 West Loop South
Houston, Texas 77027
Attn: Steven L. Scheinthal
APN: 139-34-210-032
139-34-111-038

STORM WATER DRAINAGE EASEMENT MAINTENANCE AGREEMENT

THIS STORM WATER DRAINAGE EASEMENT MAINTENANCE AGREEMENT (this "Agreement") is made as of this 31 day of May 2011 (the "Effective Date"), by and between GNLV Corp., a Nevada corporation ("GNLV"), and Abraham Schiff, an individual ("Schiff"). GNLV and Schiff may be referred to herein individually as "Owner" or collectively as "the Owners."

RECITALS

A. Schiff, is the owner of that certain real property located in the City of Las Vegas, Clark County, Nevada, and more particularly described in Exhibits A and A-1 attached hereto and made a part hereof ("Schiff Property").

B. GNLV is the owner of that certain real property located in the City of Las Vegas, Clark County, Nevada, and more particularly described in Exhibits B, B-1 and B-2 attached hereto and made a part hereof ("GNLV Property").

C. Schiff and GNLV have granted to each other and to the City of Las Vegas, a political subdivision of the state of Nevada, a non-exclusive easement over, upon, under, and across the Schiff Property and the GNLV Property, respectively, upon the terms and conditions set forth in that certain Right of Way Grant for Drainage Purposes (the "Easement"), recorded on _____, 2011 as Book No. _____, Instrument No. _____, in the official records, Clark County, Nevada. The portion of the Schiff Property and the GNLV Property that comprise the Easement are described in Exhibit(s) C (Easement Area 1) and D (Easement Area 2) attached hereto and made a part hereof (the "Easement Area").

D. As a condition to Schiff's consent to grant the Easement, GNLV relocated the storm water drainage facilities to Easement Area 1 and agreed to pay all associated costs for the

redesign and construction of the relocated storm water drainage facilities in Easement Area 1 for the mutual benefit of the GNLV Property and the Schiff Property.

E. As a condition to GNLV's consent to grant the Easement, Schiff has agreed that in the event that it becomes necessary to relocate, redesign, add, modify or amend any of the existing storm water drainage facilities located or to be located in the future within Easement Area 2 due to Schiff's planned construction that Schiff will pay all associated costs for the redesign and construction of the storm water drainage facilities located or to be located in Easement Area 2 for the mutual benefit of the GNLV Property and the Schiff Property.

F. GNLV and Schiff now desire to enter into this Agreement for the purpose of further defining the rights and obligations of the Owners with respect to maintenance of the Easement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of GNLV and Schiff contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, GNLV and Schiff agree as follows:

1. Incorporation of Recitals. GNLV and Schiff acknowledge the accuracy of the foregoing Recitals. Each of the foregoing Recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. Easement Maintenance. GNLV shall repair, replace and maintain all of the storm drain facilities located in Easement Area 1. GNLV shall repair, replace and maintain all of the storm drain facilities located in Easement Area 2 after Schiff construction of any such storm drain facilities to the extent such repairs, replacements or maintenance are not due to defective construction of such storm drain facilities, in which case the Owners will look to the warranties described in Section 3. All such repairs, replacements and maintenance shall be made in accordance with standards for the initial installation of the storm drain facilities. GNLV and Schiff shall share equally the cost of all repairs, replacements or maintenance of the storm drain facilities (the "Maintenance Costs," as more fully described in Section 2.1 below). Schiff shall, within twenty (20) days after receipt of a bill from GNLV, pay GNLV all amounts owed by Schiff in connection with the Maintenance Costs. If Schiff fails to make such payment in said twenty (20) day period, GNLV shall have a lien upon the Schiff Property in the amount thereof, together with interest thereon until paid at the rate of 12% per annum. If GNLV at any time fails to discharge any of its obligations under this Section 2 Schiff may perform such obligations which are not cured within thirty (30) days after written notice by Schiff to GNLV specifying such default, and GNLV shall, within twenty (20) days after receipt of a bill from Schiff to GNLV, pay Schiff one-half of the cost and expense of such performance. If GNLV fails to make such payment in said twenty (20) day period, Schiff shall have a lien upon the GNLV Property in the amount thereof, together with interest thereon until paid at the rate of 12% per annum. Except as otherwise expressly set forth herein, each respective Owner of any portion of the Easement Area shall repair and maintain that portion of its property affected by the Easement. The repairs and maintenance to be undertaken and performed pursuant to this Agreement include only such maintenance and repairs as are necessary to the use of easements granted in this

Agreement. Notwithstanding the foregoing, each Owner shall keep its respective property located within the Easement Area in a safe, slightly, good and functional condition to the standards of comparable facilities in Las Vegas, Nevada.

2.1 Maintenance Costs. For purposes hereof, the term "Maintenance Costs" shall mean all hard and soft costs incurred in connection with the maintenance, design, construction and installation of any storm drain facilities, and all repair or replacement work, after the initial construction, within the Easement Area after the Effective Date including, without limitation, the reasonable and actually incurred costs of labor, materials and supplies, all reasonable and actually incurred costs relating to the preparation, amendment or modification of the improvement plans and approved improvement plans, all reasonable engineering, consultant and legal fees incurred in connection with obtaining approval of the approved improvement plans (or any amendment or modification thereto) by the City and/or other approving authorities, construction staking, demolition, soil extraction or compaction, storm water pollution prevention plans, costs of all dust control permitting and compliance, costs of all bonds required by the City or any authority with respect to the storm drain facilities, any processing, plan check or permit fees, any utility or other deposits, all legal and engineering services required to obtain any permit for the construction of the storm drain facilities, cost of causing the City or other approving authorities to accept the storm drain facilities, costs of any insurance obtained and/or maintained in connection with the construction of the storm drain facilities, any corrections, changes or additions required by the City or other approving authorities, any corrections, changes or additions necessitated by site conditions, sales tax, any contractor's fees, all other matters referenced in this Agreement as Maintenance Costs, and any costs which are incurred by Schiff for correction or repair of any storm drain facilities.

2.2 Insurance. GNLV shall obtain and maintain comprehensive general liability insurance (or will cause the contractor performing such work to obtain and maintain comprehensive general liability insurance) to protect the interests of Schiff and GNLV in at least the amount of \$1,500,000 combined single limit coverage in a form reasonably satisfactory to Schiff for any maintenance associated with the Easement. During Schiff's construction in Easement Area 2, Schiff will obtain maintain comprehensive general liability insurance (or will cause the contractor performing such work to obtain and maintain comprehensive general liability insurance) to protect the interests of Schiff and GNLV in at least the amount of \$1,500,000 combined single limit coverage in a form reasonably satisfactory to GNLV for any construction associated with the Easement Area 2.

2.3 Restoration. After the completion by either Owner of any construction, repair, replacement or maintenance activity which damages or disturbs any part of the other Owner's property or any improvements thereon, such Owner performing the work shall restore the other Owner's property as soon as practical to the condition it was in prior to such construction, repair, replacement or maintenance or as close thereto as may be practical.

3. Warranty and Liability. Schiff acknowledges and agrees that, except as specifically set forth in this Agreement, GNLV shall have no liability or obligation to Schiff with respect to any defect in the design, materials or workmanship pertaining to the storm drain facilities, and that Schiff shall look solely to any of the service providers engaged by GNLV with

respect to the construction of the storm drain facilities for any warranty or guaranty of materials or workmanship. GNLV acknowledges and agrees that, except as specifically set forth in this Agreement, Schiff shall have no liability or obligation to GNLV with respect to any defect in the design, materials or workmanship pertaining to the storm drain facilities constructed by Schiff, and that GNLV shall look solely to any of the service providers engaged by Schiff with respect to the construction of the storm drain facilities for any warranty or guaranty of materials or workmanship. Except as otherwise specifically set forth in this Section 3, Schiff and GNLV hereby releases the other from any liability relating to any claim by the other or any of its successors in interest or assigns relating to the Easement Area or any defect in the storm drain facilities and agrees that the sole and exclusive rights and remedies of Schiff or GNLV, as the case may be, and the sole and exclusive obligations of Schiff or GNLV, as the case may be, in connection with any such defect relating to the Easement Area or the storm drain facilities or any component thereof for which Schiff or GNLV has made payment are set forth in this Section 3. Schiff and GNLV do not make, and neither Schiff or GNLV receive any warranty, either express or implied, from Schiff or GNLV with respect to the storm drain facilities (including, but not limited to, any warranty of merchantability or fitness for any particular purpose), and such warranties are hereby expressly excluded and disclaimed by Schiff and GNLV.

4. Indemnification. Each of the Owners shall indemnify, defend and hold harmless the other and their respective, members, affiliates and its and their respective employees, officers, directors, members, shareholders, agents and representatives, and their respective successors and assigns (collectively, "Indemnitees") from and against any and all claims, damages, losses, liabilities, liens, demands and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of or resulting from or in any way related to, in whole or in part, any act or omission of them or their respective officers, directors, members, shareholders or agents in connection with the construction and installation or maintenance of the storm drain facilities, except that neither Owner shall have any obligations under this Section 4 with respect to liabilities that are caused by the negligence or intentional wrongful acts of Indemnitees.

5. Alternative Dispute Resolution.

5.1 Negotiation. The Owners will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement (a "Dispute"). Either Owner may initiate negotiations by providing written notice in letter form to the other Owner, setting forth the subject of the Dispute and the relief requested. The recipient of such notice will respond in writing within seven (7) Business Days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) Business Days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute prior to the commencement of any litigation.

5.2 Representatives. Each Owner designates the respective individual named below as its representatives (each a "Representative") to act on its behalf in all matters covered by this Agreement. All bills, inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Agreement shall be made to such

representatives. Any Owner may without further or independent inquiry, assume and rely at all times that the other Owner's representative designated hereunder has the power and authority to make decisions on behalf of such Owner, to communicate such decisions to the other Owner and to bind such party by his acts and deeds, unless otherwise notified in writing by the Owner designating the representative. Any Owner may change its representative under this Agreement at any time by written notice to the other Owner. Neither individual listed below shall have any personal liability whatsoever in connection with actions taken in their capacity as a representative under this Section 5.2. The initial representative of each Owner for the purpose of this Section shall be as follows:

GNLV: Steven L. Scheinthal
Vice-President & General Counsel
GNLV Corporation
1510 West Loop South
Houston, Texas 77027

Schiff: John Erickson, Esq.
Woods Erickson Whitaker & Maurice, LLP
1349 Galleria Drive, #200
Henderson, NV 89014
Fax: 702-434-0615

6. Notices and Communications. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended Representative at the address set forth in Section 5.2 above, with a copy to:

GNLV: Steven L. Scheinthal
Vice-President & General Counsel
GNLV Corporation
1510 West Loop South
Houston, Texas 77027

Schiff: John Erickson, Esq.
Woods Erickson Whitaker & Maurice, LLP
1349 Galleria Drive, #200
Henderson, NV 89014

Such notices and other communications shall be deemed to be given and received as follows: (i) upon actual receipt, if delivered personally on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time), otherwise on the next Business Day; (ii) upon transmittal, if transmitted by facsimile on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time); (iii) upon the

facsimile on a Business Day between 8:30 a.m. and 5:00 p.m. (Las Vegas time); (iii) upon the next Business Day following transmission if transmitted by facsimile on a day which is not a Business Day or after 5:00 p.m. (Las Vegas time) on a Business Day; (iv) upon actual delivery, if delivered by overnight courier; or (v) three (3) Business Days following deposit in the mail, if delivered by mail. The Owners may, from time to time, designate a different address by written notice given in the manner provided for above, not less than five (5) Business Days prior to the effective date of the change.

7. Negation of Fiduciary Relationship. Neither anything contained in this Agreement, nor any act of any Owner, shall be deemed or construed by the Owners, or by any third person, to create the relationship of principal and agent, partnership, or joint venture, or of any association between or among the Owners. GNLV and Schiff acknowledge that there is no fiduciary or special relationship between them.

8. Enforcement. Enforcement of this Agreement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law, including monetary damages as a result of any breach of this Agreement by any either Owner. Such enforcement may be by the Owners (or any one or more of them) or any tenant of all or any part of the Easement Area. In addition to any other remedies and rights provided herein or at law or in equity, in the event of any violation or attempted or threatened violation by any Owner of a portion of the Easement Area of any obligation of such Owner under this Agreement, any other Owner shall be entitled to injunctive relief mandating compliance and may obtain a decree specifically enforcing the performance of such obligation. GNLV and Schiff do hereby acknowledge and stipulate the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any costs and expenses of any proceeding seeking to enforce compliance with the terms of this Agreement or for money damages resulting from a breach hereof, including attorneys' fees in a reasonable amount, shall be paid by the defaulting Owner.

9. Waiver of Consequential and Certain Other Damages. Except as otherwise expressly set forth in this Agreement, Schiff and GNLV each hereby waive all claims against each other for consequential, incidental, special, exemplary and punitive damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to: (a) damages incurred for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (b) damages incurred for principal office expenses (including the compensation of personnel stationed there).

10. Limitation on Liability. GNLV and each successor owner of the GNLV Property shall be liable only for such obligations under this Agreement relating to the GNLV Property as arise during GNLV's period of ownership of the GNLV Property. Schiff and each successor owner of the Schiff Property shall be liable only for such obligations under this Agreement relating to the Schiff Property as arise during Schiff's period of ownership of the Schiff Property. In no way does this Section relieve any successor of either Owner from liability for any violation of any term of this Agreement.

11. Waiver. No failure of any Owner to exercise any power given to such Owner, or to insist upon strict compliance by any other Owner to its obligations hereunder, and no custom or practice of the Owners in variance with the terms hereof shall constitute a waiver of an Owner's right to demand full compliance with the terms hereof.
12. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies set forth in this Agreement are cumulative and shall be deemed to be in addition to any and all other rights and remedies which may exist at law or in equity.
13. Validity and Governing Law. The invalidity or unenforceability of any one or more of the provisions set forth herein or any part or parts of any such provisions in any instance or as applied to any particular situation shall in no way affect or invalidate any other provision or other parts of such provisions or the application thereof to other circumstances. All provisions herein contained shall remain in force and effect during the term herein specified to the full extent and to all circumstances which may be legally enforceable. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be governed, construed and interpreted according to the laws of the State of Nevada without giving effect to principles of conflicts of law.
14. Attorneys' Fees. In the event either Owner finds it necessary to bring any action, or other legal proceeding against the other Owner to enforce any of the terms, covenants or conditions hereof, the Owner prevailing in any such action or other legal proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Owner, and in the event any judgment is secured by said prevailing Owner, all such costs and attorneys' fees shall be included therein, such fees to be set by the judge and not a jury.
15. Covenants Running With Land. The covenants, obligations and restrictions contained in this Agreement shall run with the land, it being the intention of the parties hereto that the GNLV Property and the Schiff Property be encumbered with the covenants, obligations and restrictions set out in this Agreement insofar as they are applicable to their properties or any portion thereof.
16. Amendment. This Agreement may be rescinded or modified in any respect only by a written instrument duly executed and acknowledged by the owners of the GNLV Property and the Schiff Property affected by such rescission or modification at the time of such rescission or modification, duly recorded in the Official Public Records of Clark County, Nevada.
17. Further Acts. Each of the Owners shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
18. No Third Party Relationships. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

19. Entire Agreement. This Agreement constitutes the entire, integrated agreement between the Owners pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Owners, oral or written, are hereby superseded and merged herein.

20. Estoppel Certificates. Each Owner agrees that upon the request of the other Owner to execute and deliver an estoppel certificate, addressed to such requesting Owner and such other parties as the requesting party may specify, stating whether this Agreement is in effect, whether it has been amended (and if so, identifying the amendments) and whether, to the knowledge of the certifying Owner, either of the Owners is in default hereunder (and if so, identifying the defaults).

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

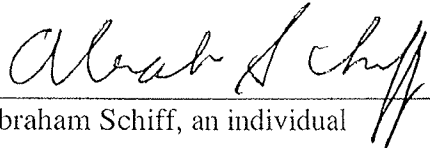
22. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

23. Business Day. The term "Business Day" shall mean any day that is not a Saturday, Sunday or legal holiday in the State of Nevada. If the time period for a party's performance under this Agreement falls on a non-Business Day, such time period shall be extended to the next Business Day.

{Signature Pages Follow}

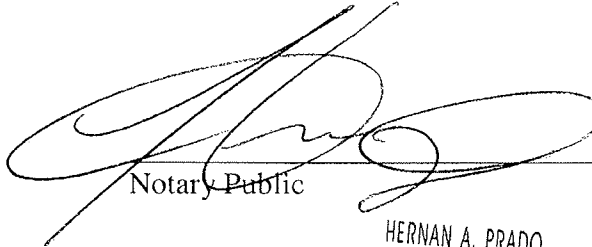
IN WITNESS WHEREOF, Schiff and GNLV have executed this Agreement as of the date first set forth above.

SCHIFF:


Abraham Schiff, an individual

STATE OF New Jersey } ss.
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 20 day of May, 2011, by Abraham Schiff.

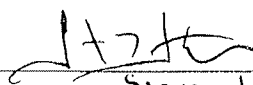

Notary Public

My commission expires: Oct 11, 2011

HERNAN A. PRADO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 11, 2011

GNLV:

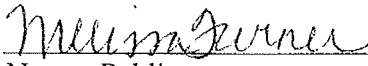
GNLV CORPORATION,
a Nevada corporation

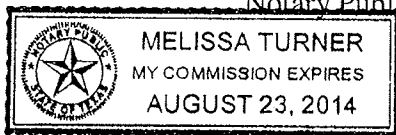
By: 

Its: V.P. Steven L. Scheinthal

STATE OF Texas }
COUNTY OF Harris } ss.

The foregoing instrument was acknowledged before me this 31 day of May, 2011, by Steven L. Scheinthal, the Vice President of GNLV CORP., a Nevada corporation, on behalf of the company.


Notary Public



My commission expires: _____



List of Exhibits
to
Storm Water Drainage Easement Maintenance Agreement

Exhibit A	Legal Description of Schiff Property
Exhibit A-1	Legal Description of Schiff Property
Exhibit B	Legal Description of GNLV Property
Exhibit B-1	Legal Description of GNLV Property
Exhibit B-2	Legal Description of GNLV Property
Exhibit C	Easement Area 1
Exhibit D	Easement Area 2

Exhibit A
Legal Description of Schiff Property

November 17, 2009
R. Wonders/S. Bazar
APN: 138-34-111-038

Schiff Property
Exhibit 'A'

Explanation

This legal describes a 5' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060801, Inst. No. 09376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'08" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence departing said southerly right-of-way South 27°54'08" West, 116.77 feet; thence North 62°04'40" West, 5.00 feet; thence North 27°54'08" East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South 62°04'40" East, 5.00 feet to the Point of Beginning.

Contains 684 square feet, more or less.

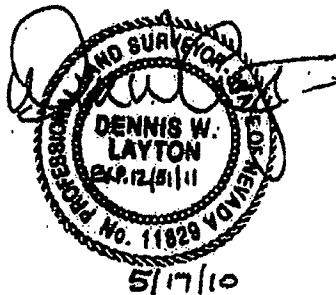
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'A' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



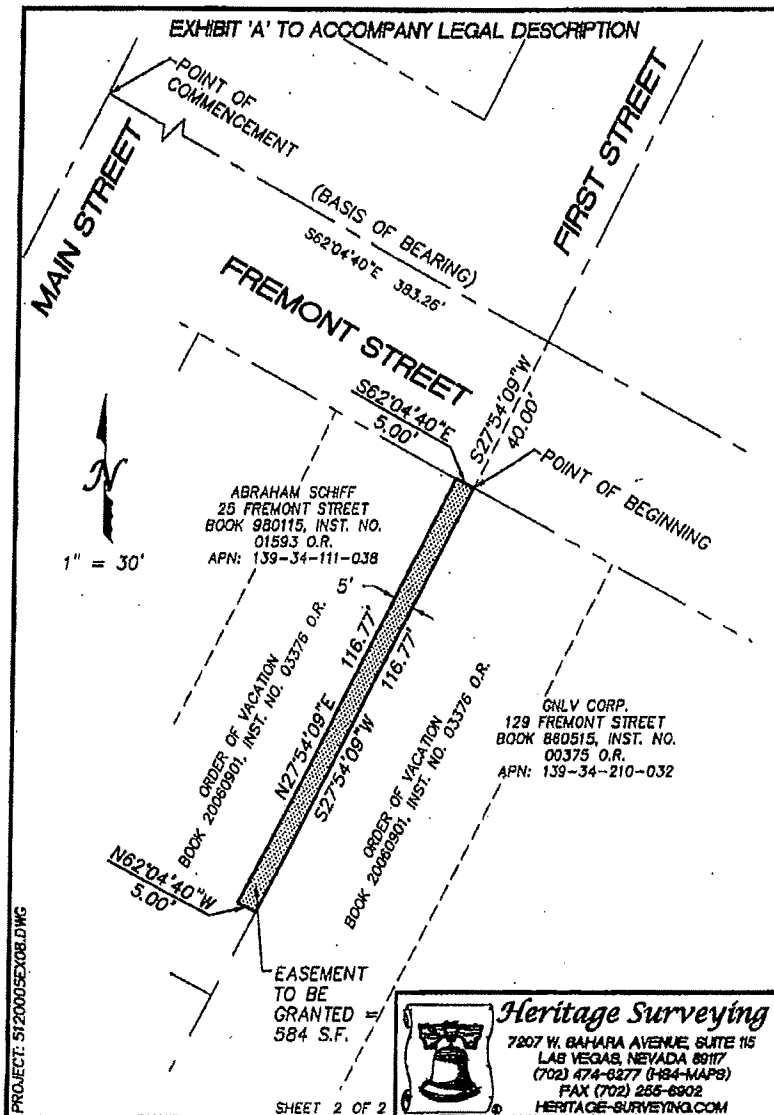


Exhibit A-1
Legal Description of Schiff Property

APN: 139-341-11-038
Grantor: Schiff, Abraham

Exhibit 'A-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of Lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof South 27°54'09" West, 116.77 feet to the Point of Beginning; thence continuing South 27°54'09" West, 16.29 feet; thence departing said easterly line North 62°03'03" West, 27.20 feet; thence South 26°36'52" West, 6.93 feet to the southerly line of said Lot 31; thence along said southerly line North 62°04'40" West, 12.97 feet to the easterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence departing said southerly line and along said easterly right-of-way North 27°54'29" East, 10.00 feet; thence departing said easterly right-of-way South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.52 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the Point of Beginning.

Containing 315 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'A-1' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-014le03-1.doc • Page ___ of ___ •
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EXHIBIT 'A-1' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N62°03'03\"W	27.20
L2	S26°36'52\"W	6.93
L3	N62°04'40\"W	12.97
L4	N27°54'29\"E	10.00
L5	N65°58'14\"W	23.55
L6	S62°05'31\"E	11.50
L7	N27°54'09\"E	11.61
L8	S62°04'40\"E	5.00

001-09-014EX03

JOB NO: 001-09-014
 DRAWN BY: M. ENGEN
 APN NUMBER: 139-34-111-038
 GRANTOR: SCHIFF, ABRAHAM
 SHEET OF

MS&G Surveying

3277 E. WARM SPRINGS RD., SUITE 400
 LAS VEGAS, NEVADA 89120
 PHONE: (702) 932-2695
 FAX: (702) 932-5599
[HTTP://WWW.MSANDSURVEYING.COM](http://www.msandsurveying.com)

Exhibit B
Legal Description of GNLV Property

November 17, 2009
R. Wonders/S. Bazar
APN: 139-34-210-032

GNLV Property
Exhibit 'B'

Explanation

This legal describes a 3' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20080801, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence along said southerly right-of-way South 62°04'40" East, 3.00 feet; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 3.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street and the Point of Beginning.

Contains 350 square feet, more or less.

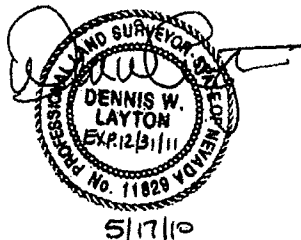
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



P:\Current Projects\512.0005\Legal\5120005LE07.dwg - Page 1 of 2



Heritage Surveying

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www.Heritage-Surveying.com

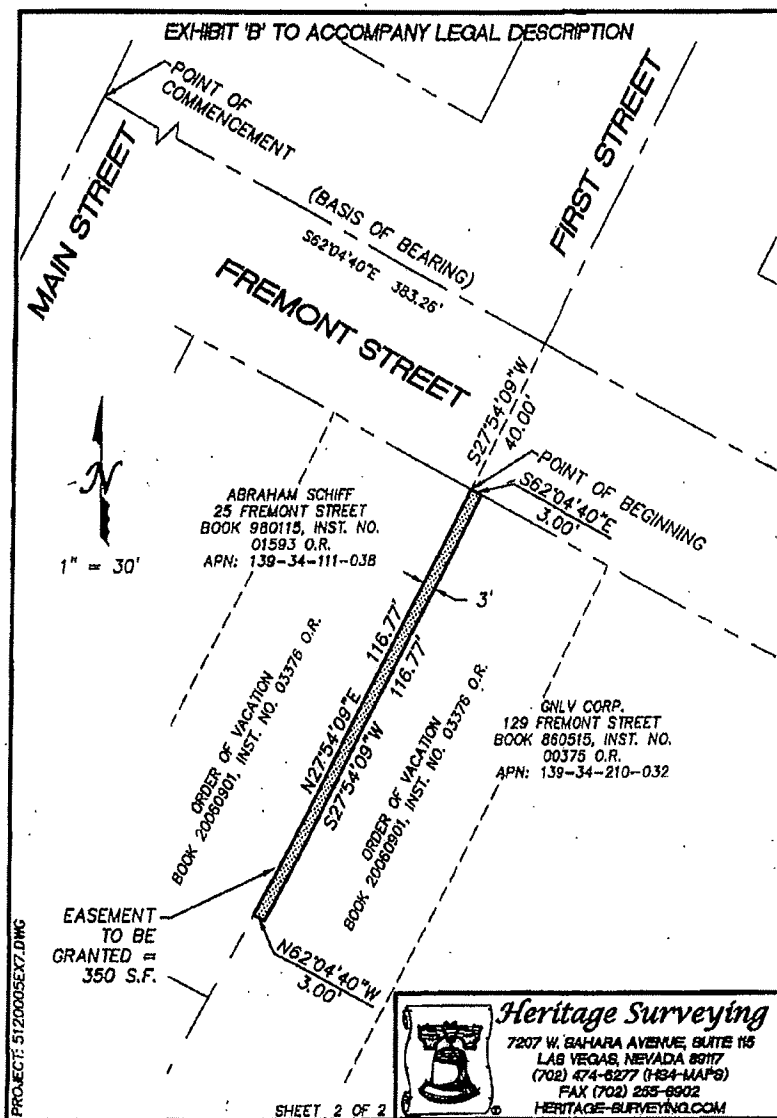


Exhibit B-1
Legal Description of GNLV Property

APN: 139-34-111-032
Grantor: GNLV Corporation

Exhibit 'B-1'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

*Commencing at the southeast corner of lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof North 27°54'09" East, 6.92 feet to the **Point of Beginning**; thence continuing North 27°54'09" East, 16.29 feet; thence departing said east line South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West, 3.07 feet to the **Point of Beginning**.*

Containing 48 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'B-1' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-014le02-1.doc • Page ____ of ____ •
• 3277 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
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EXHIBIT 'B-1' TO ACCOMPANY LEGAL DESCRIPTION

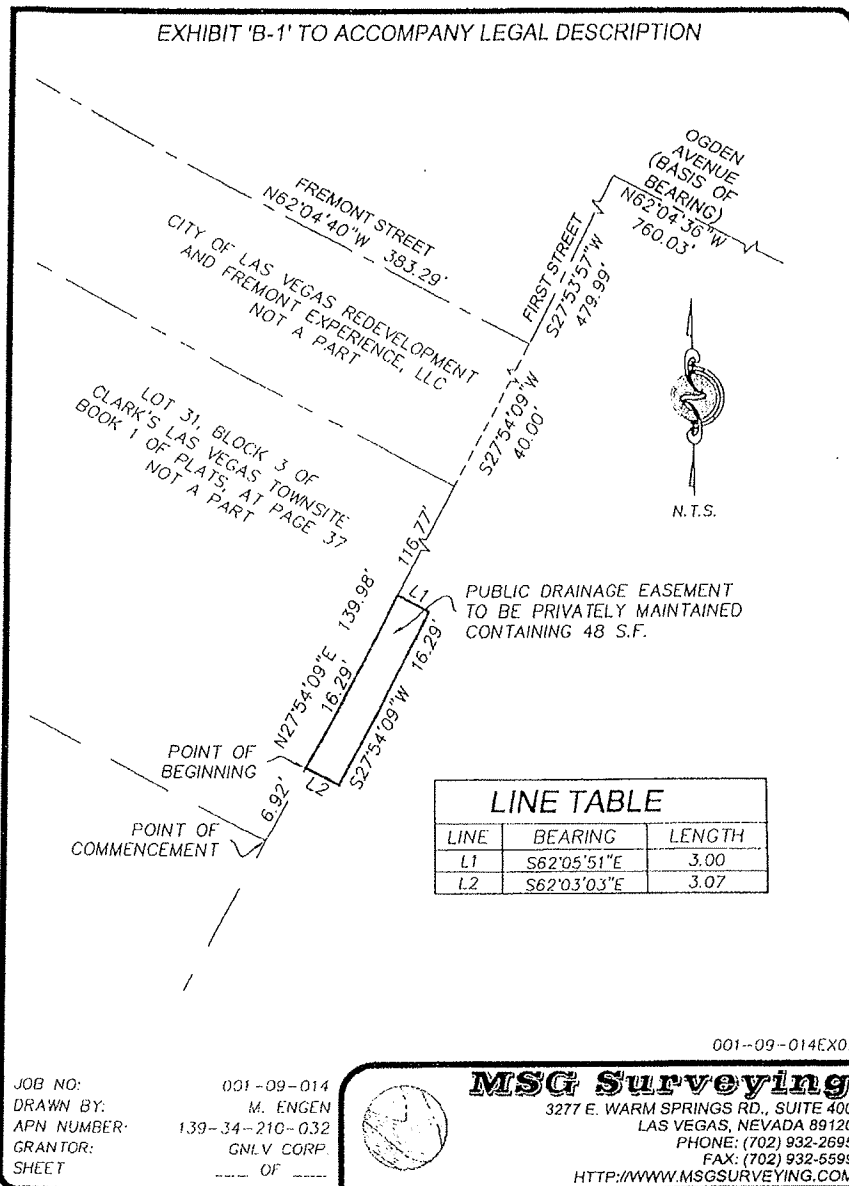


Exhibit B-2
Legal Description of GNLV Property

APN: 139-34-111-039
Grantor: GNLV Corporation

Exhibit 'B-2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of lot 25, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the northerly line thereof North 62°04'40" West, 27.04 feet to the Point of Beginning; thence departing said North line South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.99 feet to the southeasterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence along said right -of-way North 27°55'20" East, 1.27 feet to said northerly line of said Lot 25; Thence departing said right-of-way and along said North line South 62°04'40" East, 12.96 feet to the Point of Beginning.

Containing 16 square feet, more or less.

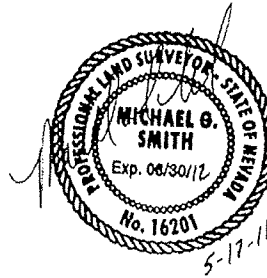
Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

(See Exhibit 'B-2' attached hereto and by this reference made a part hereof)

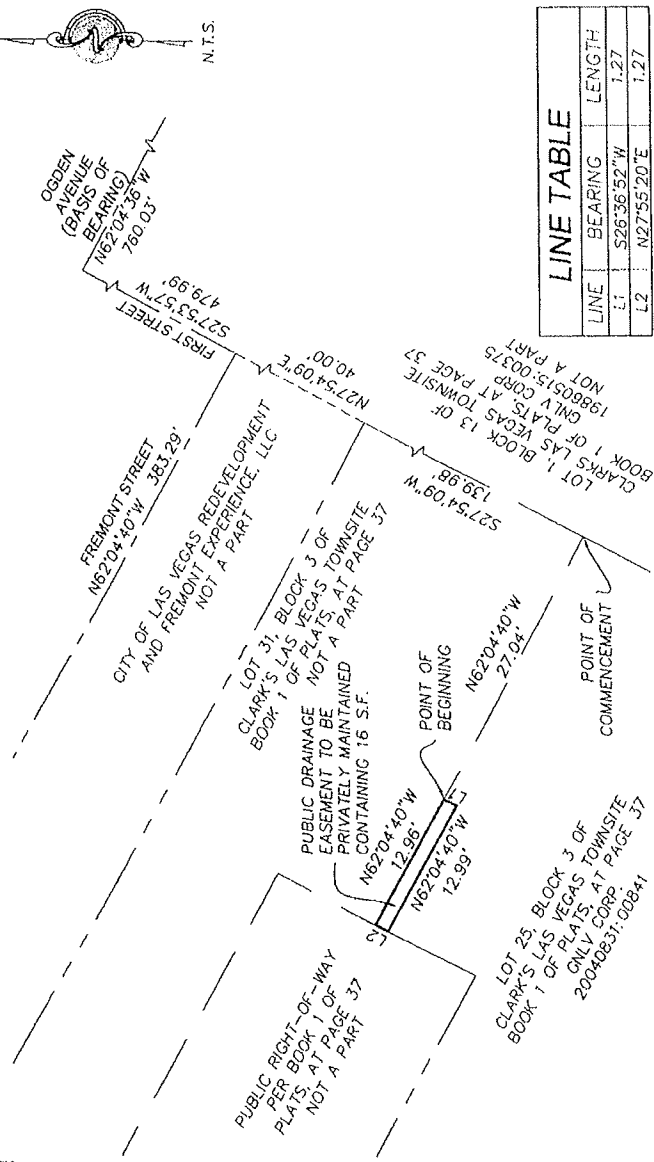
End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-014le01-1 doc • Page ___ of ___ •
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EXHIBIT 'B-2' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	S26°36'52"W	1.27
L2	N27°55'20"E	1.27

001-09-014EX01

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LAS VEGAS, NEVADA 89120
PHONE: (702) 932-2965
FAX: (702) 932-5599
HTTP://WWW.MSGSURVEYING.COM

JOB NO: 001-09-014
DRAWN BY: M. ENGEN
APN NUMBER: 139-34-111-039
GRANTOR: GNLV CORP.
SHEET: --- OF ---

Exhibit C
Legal Description of Easement Area 1

November 18, 2009
R. Wonders/S. Bazar

EASEMENT AREA 1

Exhibit 'C'

Explanation

This legal describes an 8' wide easement in favor of the City of Las Vegas for storm drain purposes, generally located south of Fremont Street and east of Main Street.

Legal Description

A portion of land as described in that certain Order of Vacation recorded September 1, 2006 in Book 20060901, Inst. No. 03376 on file at the Clark County, Nevada Recorder's Office, lying within the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Main Street and Fremont Street; thence along the centerline of said Fremont Street South 62°04'40" East, 383.26 feet to the centerline intersection of Fremont Street and First Street; thence departing the centerline of said Fremont Street and along the centerline of said First Street South 27°54'09" West, 40.00 feet to the southerly right-of-way of said Fremont Street, being the Point of Beginning; thence along said southerly right-of-way South 62°04'40" East, 3.00 feet; thence departing said southerly right-of-way South 27°54'09" West, 116.77 feet; thence North 62°04'40" West, 8.00 feet; thence North 27°54'09" East, 116.77 feet to the southerly right-of-way of said Fremont Street; thence along said southerly right-of-way South 62°04'40" East, 5.00 feet to the Point of Beginning.

Contains 934 square feet, more or less.

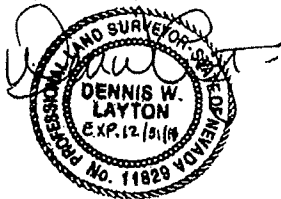
Basis of Bearing

South 62°04'40" East, being the bearing of the centerline of Fremont Street between Main Street and First Street as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada Recorder's Office.

(See Page 2 of Exhibit 'C' attached hereto and by this reference made a part hereof)

End of description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



P:_Current Projects\512.0005_Legals\5120005LE06.doc • Page 1 of 2



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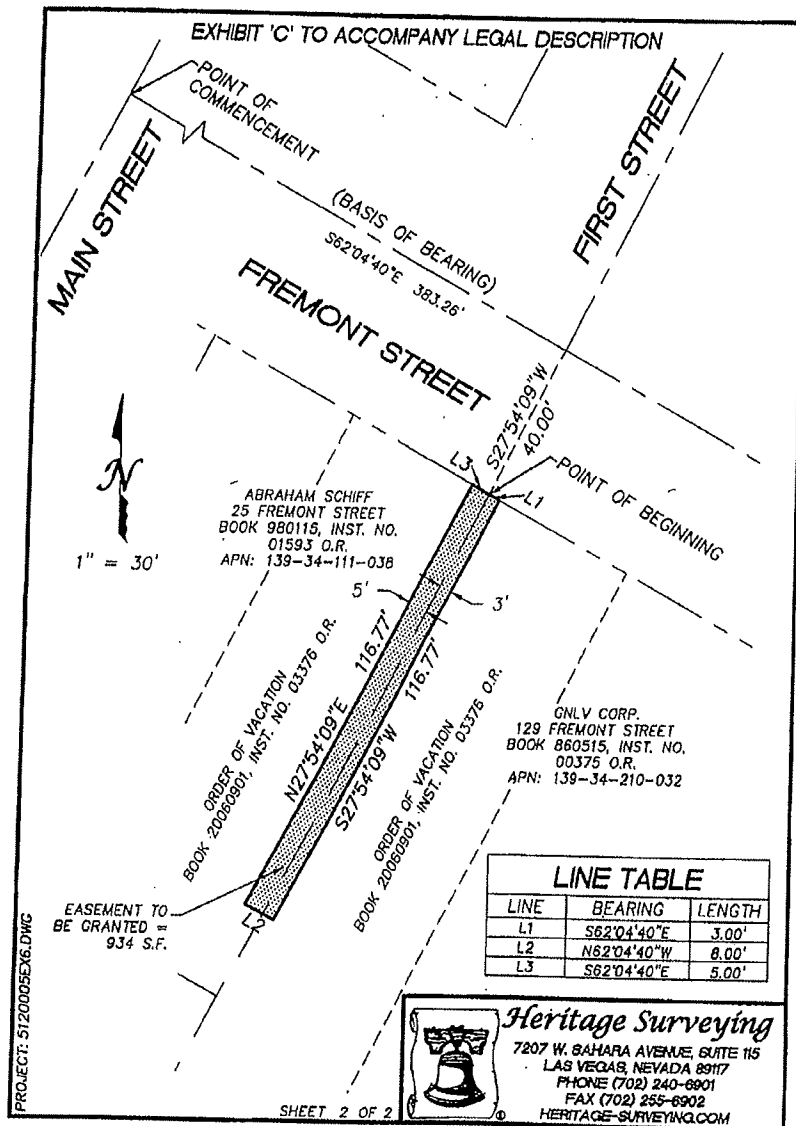


Exhibit D
Legal Description of Easement Area 2

Exhibit 'Easement Area 2'

Explanation

This legal describes a Public Drainage easement for Flood Control Purposes to be privately maintained. This legal is for convenience only and is not intended to subdivide land not in conformance with the Nevada Revised Statutes.

Legal Description

Commencing at the northeast corner of Lot 31, Block 3 of Clarks Las Vegas Townsite as recorded in Book 1 of Plats, at Page 37, Official Records of Clark County Nevada; thence along the easterly line thereof South 27°54'09" West, 116.77 feet to the **Point of Beginning**; thence departing said easterly line South 62°05'51" East, 3.00 feet; thence South 27°54'09" West, 16.29 feet; thence North 62°03'03" West 3.07 feet to said easterly line; thence continuing North 62°03'03" West 27.20 feet; thence South 26°36'52" West, 6.93 feet to the southerly line of said Lot 31; thence continuing South 26°36'52" West, 1.27 feet; thence North 62°04'40" West, 12.99 feet to the easterly right-of-way as recorded in said Book 1 of Plats, at Page 37; thence along said easterly right-of-way North 27°54'29" East, 1.27 feet to the southerly line of said Lot 31; thence continuing along said easterly right-of-way North 27°54'29" East, 10.00 feet; thence departing said easterly right-of-way South 65°58'14" East, 23.55 feet; thence South 62°05'31" East, 11.52 feet; thence North 27°54'09" East, 11.61 feet; thence South 62°04'40" East, 5.00 feet to the **Point of Beginning**.

Containing 455 square feet, more or less.

Basis of Bearings

South 62°04'36" East, being the bearing of the centerline of Ogden Avenue, between First Street and Third Street as shown in File 67 of Surveys, at Page 79, Official Records of Clark County, Nevada.

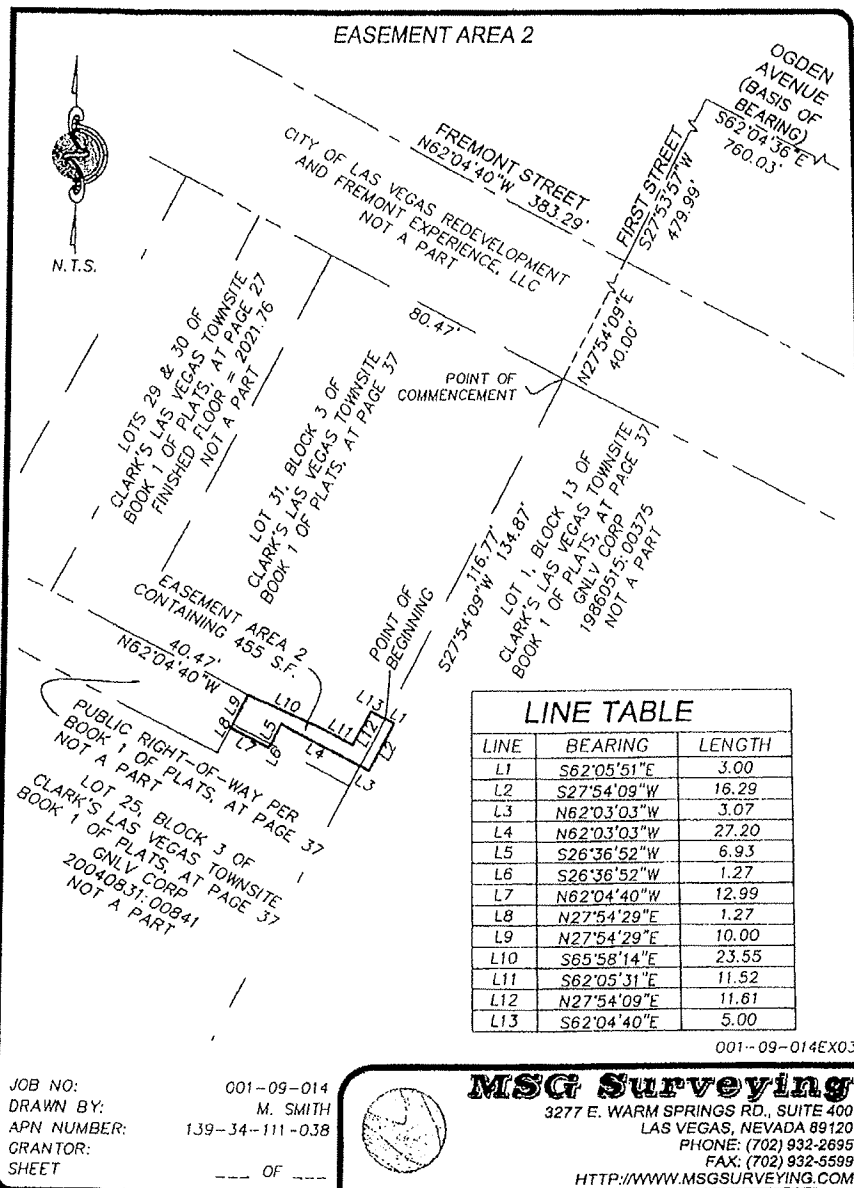
(See Exhibit Easement Area 2' attached hereto and by this reference made a part hereof)

End of description.

Michael G. Smith, PLS
Professional Land Surveyor
Nevada License No. 16201



• 001-09-014le05.doc • Page ___ of ___ •
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Albert Sung

From: Robert Welch
Sent: Monday, August 22, 2011 7:18 AM
To: Albert Sung
Subject: FW: golden nugget

Please add this to both the Golden Nugget Drainage Study as well as the other one, I think it is Fremont 25.

From: Mary A. Wulff
Sent: Wednesday, August 17, 2011 2:42 PM
To: Bart Anderson; Robert Welch
Subject: golden nugget

Bart/Rob, see attached copy of the recorded drainage & maintenance agreement for the golden nugget, Mary



1365_001.pdf



RE: recorded
drainage easement..