

**FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (“*First Amendment*”) is entered into as of the ___ day of November, 2024 by and between CITY PARKWAY V, INC., a Nevada non-profit corporation (“*CPV*”), and LAS VEGAS MUSEUM OF ART, INC., a Nevada non-profit corporation (“*Developer*”). CPV and Developer are individually referred to herein as a “*Party*” and collectively referred to herein as “*Parties*”.

WITNESSETH:

WHEREAS:

- A. The Parties entered into that certain Disposition and Development Agreement dated September 4, 2024 (the “Agreement”).
- B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.
- C. The Parties mutually desire to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

- 1. Site. The definition of the “*Site*” shall be expanded to include certain additional real property sometimes referred to as “Parcel M4 of Symphony Park,” comprised of approximately .59 acres, as depicted on Exhibit A attached to this First Amendment (the “*Additional Parcel*”). The parcel described and depicted in Exhibits A and B of the original Agreement is referred to herein as the “*Original Parcel*.” The Original Parcel and the Additional Parcel shall collectively be the Site.
- 2. Section 1.2, Definitions. The definition of Project in the Agreement shall be deleted in its entirety and replaced with the following: ““*Project*” means a development consisting of (i) an art museum that is approximately 90,000 square feet, located on the Original Parcel, with associated uses, including exhibition and community spaces within the museum and (ii) an outdoor sculpture garden associated with the art museum, open to the public during normal museum operating hours, located on the Additional Parcel.”
- 3. Survey. City shall create a separate legal lot on the Survey for each of the Original Parcel and the Additional Parcel.
- 4. Deed. The legal description of the “*Real Property*” (as defined in the Deed) set forth in Exhibit A to the Deed shall be deleted in its entirety and replaced with the legal description of the Site, consisting of the Original Parcel and the Additional Parcel.
- 5. Environmental Covenant. The legal description of the Site set forth in Exhibit A to the Environmental Covenant shall be deleted in its entirety and replaced with the legal description of the Site contained in Exhibit B to this First Amendment.

6. Project DSLURS. The following provisions in the Project DSLURS shall be amended as follows:
- a. Recital A. Recital A of the Project DSLURS shall be deleted in its entirety and replaced with the following, “WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit “A” attached hereto (the “Site”). The Site is comprised of two (2) legal parcels, the Original Parcel and the Additional Parcel (as defined in the DDA (as defined herein)).”
 - b. Project Scope. The Project Scope included in Exhibit “C” to the Project DSLURS shall be deleted in its entirety and replaced with the following Project Scope: “Developer agrees to construct (i) an art museum of approximately 90,000 square feet on the Original Parcel, and (ii) a sculpture garden associated with the art museum on the Additional Parcel.”
 - c. Project Uses. The following sentence shall be added to Section 2.1(c) of the Project DSLURS: “Notwithstanding any other provision to the contrary in this Declaration, the Additional Parcel shall at all times be used solely for a sculpture garden and associated uses associated with the Las Vegas Museum of Art. No other use shall be permitted on the Additional Parcel unless such additional or different use is expressly approved by the Las Vegas City Council and complies with all Requirements.”
7. Section 10.1, Closing Date and Conditions to Developer’s Obligation to Close. The first sentence of Section 10.1 of the Agreement shall be deleted in its entirety and replaced with the following: “Subject to the terms of this Agreement, the Closing shall occur no later than January 4, 2027 (“*Closing Date*”); provided, however, if completion of construction of the Pedestrian Bridge (as defined in Section 9 below) is not anticipated to occur by the Closing Date, CPV shall notify Developer of the same no later than thirty (30) days prior to the Closing Date and, prior to or as of the Closing Date, Developer shall enter into a license agreement with the City by which Developer shall grant to the City a license to allow construction staging for the Pedestrian Bridge to remain on the Additional Parcel until the earlier of (i) completion of the Pedestrian Bridge or (ii) thirty (30) days after Developer notifies City that Developer is terminating the construction staging license because Developer requires the use of the Additional Property for the construction of the Project. Any such license shall include the following language:

LIABILITY. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses (collectively, “Liabilities”) caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. The City does not waive and intends to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either party shall not be subject to punitive damages. Each party shall bear its own attorneys’ fees and court costs in connection with any legal proceeding hereunder; provided, however, it is expressly agreed that the City shall defend Developer at City’s expense, by legal counsel reasonably satisfactory to Developer, against the Liabilities and in the event that the City fails to do so, Developer shall have

the right, but not the obligation, to defend the same and to charge all reasonable direct costs, including reasonable attorneys' fees and court costs, to the City. This section shall survive any termination or natural expiration of this Agreement.

8. Section 11, Condition of Title. A new Section 11(d) shall be added to the Agreement as follows:
 - (d) Easements Related to Pedestrian. Prior to the Closing, CPV shall record against the Additional Parcel, the following three (3) easements, substantially in the forms attached hereto as Exhibits B, C, and D (collectively, the "*Pedestrian Bridge Easements*"): (i) Grant of Easement for Pedestrian Grade Separation at Symphony Park Avenue attached hereto as Exhibit B; (ii) Grant of Easement for Public Sidewalk and Pedestrian Access, City Landscaping, City Traffic Control Devices, and City Drainage and Utility Facilities attached hereto as Exhibit C; and (iii) Grant of Easement for Right of Way Purposes attached hereto as Exhibit D. Each of the Pedestrian Bridge Easements shall be a Permitted Encumbrance.
9. Construction Staging for Pedestrian Bridge. CPV has disclosed to Developer that, prior to the Closing, (i) the City will be constructing a pedestrian bridge along the east side of the Property (the "*Pedestrian Bridge*"), which bridge will cross over the Union Pacific railroad tracks to the east of the Property and (ii) CPV will allow the Pedestrian Bridge contractor to use a portion of the Additional Property for constructing staging for the Pedestrian Bridge.
10. Miscellaneous. Except as provided in this First Amendment, the Agreement remains in full force and effect. In the event of any conflict between the terms of this First Amendment and the Agreement, this First Amendment shall govern and control. This Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the date first above written.

CPV

CITY PARKWAY V, INC.,
a Nevada non-profit corporation

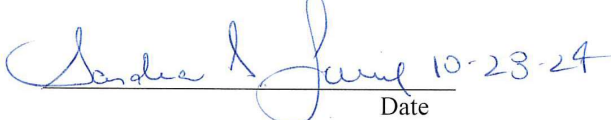
By: _____
Name: Mike Janssen
Title: President

ATTEST:

_____, Title

Effective Date: _____, 2024

APPROVED AS TO FORM:


Date

Sandra D. Turner
Deputy City Attorney

First Amendment to Disposition and Development Agreement

DEVELOPER

LAS VEGAS MUSEUM OF ART, INC.,
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

CC Meeting X/XX/2024
CC Item# ____

LIST OF EXHIBITS

EXHIBIT A	DEPICTION OF ADDITIONAL PARCEL
EXHIBIT B	GRANT OF EASEMENT FOR PEDESTRIAN GRADE SEPARATION AT SYMPHONY PARK AVENUE
EXHIBIT C	GRANT OF EASEMENT FOR PUBLIC SIDEWALK AND PEDESTRIAN ACCESS, CITY LANDSCAPING, CITY TRAFFIC CONTROL DEVICES, AND CITY DRAINAGE AND UTILITY FACILITIES
EXHIBIT D	GRANT OF EASEMENT FOR RIGHT OF WAY PURPOSES

EXHIBIT A
DEPICTION OF ADDITIONAL PARCEL

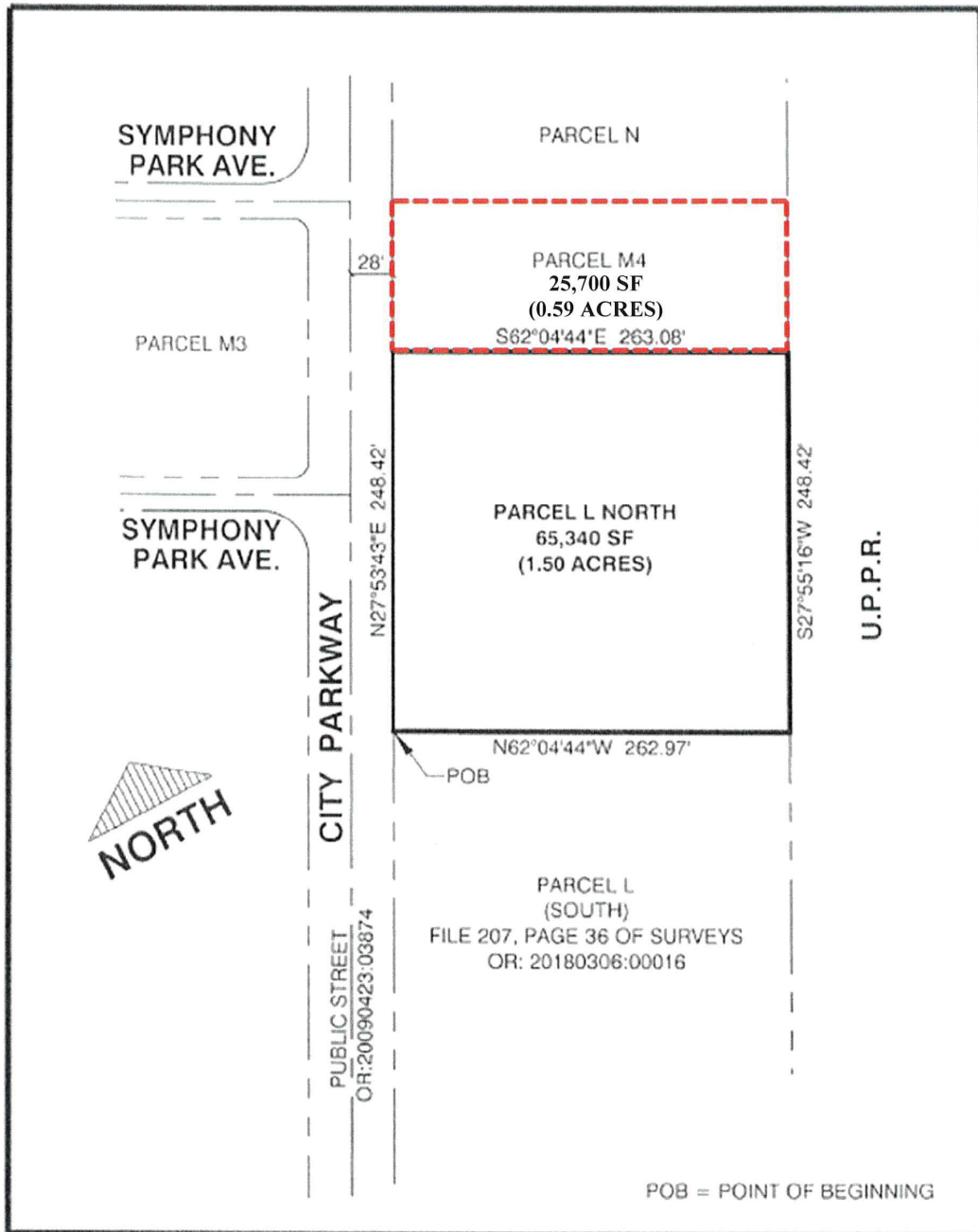


EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PARCEL

EXHIBIT B

**GRANT OF EASEMENT FOR PEDESTRIAN GRADE SEPARATION
AT SYMPHONY PARK AVENUE**

(See attached 7 pages)

Portion of APN:
139-34-211-005

Recording Requested
By & Return to:
Attention: City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

▲ This Above Space for Recorder's Use Only ▲

*No fee required pursuant to NRS 247.305(5)(b)(1),
as this document conveys to the City of Las Vegas an interest in land.*

**GRANT OF EASEMENT
FOR
PEDESTRIAN GRADE SEPARATION AT SYMPHONY PARK AVENUE**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY PARKWAY V, INC., a Nevada corporation (the "Grantor"), hereby grants to the CITY OF LAS VEGAS, a Nevada municipal corporation, ("City" or "Grantee"), its successors and assigns, a perpetual easement for the use of the public, and the maintenance and operations incidental thereto, of the pedestrian overpass facilities, including without limitation, the pedestrian bridge structure, escalators, elevator, stairway, walkways and sidewalk, constructed on Grantor's property, as generally described and depicted as follows (the "Easement Area"):

SEE ATTACHED EXHIBIT A AND B FOR LEGAL DESCRIPTION AND DEPICTION

Together with the right of Grantee, its officers, employees and agents, including contractors, its employees and agents engaged by Grantee, to enter upon and to pass and repass over and along said Easement Area, to deposit tools, implements and other materials thereon and to cut and trim plants and trees that encroach into the Easement Area, as deemed reasonably necessary, whenever and wherever for the purposes set forth herein.

The scope, nature, and character of the Easement is further defined as pedestrian overpass facilities upon, over, across, and under the Easement Area for the purpose of pedestrian passage, including ingress and egress to and from adjacent public right-of-way and other real property and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the pedestrian overpass facilities and related appurtenances.

Grantor, its successors and assigns in interest to the Parcel, reserves the fee underlying the Easement Area. Grantor shall have the right to use the Easement Area for its own purposes so long as such use is consistent with and not in conflict with the rights herein granted to the City.

Grantee is solely responsible for the costs of construction and maintenance of any Grantee improvements within the Easement Area to effectuate its easement rights granted herein. Grantee is to perform all work so as to avoid, to the extent reasonably possible, interference with business operations, utilities serving the Grantor Property and access to the Grantor's property. Grantee shall not enter the Grantor Property, except the Easement Area, without Grantor's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Grantee shall keep the Easement Area and the Grantor Property, free from any liens caused by Grantee, its agents, independent contractors, or employees. Grantee agrees to restore any area of the Easement Area or the Grantor Property disturbed during the exercise of the rights granted herein to a condition as nearly as practical to the condition it was in immediately before the exercise of said rights.

Subject to the limitation of Nevada Revised Statutes, Grantee agrees to indemnify Grantor and its employees, shareholders, members, and managers from and against liability (including, without limitation, reasonable attorneys' fees and costs) incurred by Grantor or damage to the Grantor Property as a result of Grantee's negligence or intentional acts or omissions of Grantee and its agents, employees, contractors, representatives, invitees, licensees, successors or assigns in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence or willful misconduct of Grantor or the negligence of others.

The terms and provisions of this easement shall be construed under and governed by the laws of the State of Nevada. If any action or proceeding is brought concerning this easement, it shall be brought in, and the sole and exclusive venue of any such action shall be, a court of competent jurisdiction located in Clark County, Nevada. If any portion of this easement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this easement and shall in no way effect the validity or enforceability of the remaining portions of this easement. Grantee may not assign its rights and obligations under this easement without the prior written consent of Grantor. The provisions of this easement may be modified, amended or supplemented, in whole or in part, only by a written instrument, executed and acknowledged by all of the parties hereto and duly recorded in the Office of the County Recorder, Clark County, Nevada. This easement may be executed in one or more counterparts, each of which shall be deemed an original, but also which together shall constitute one and the same instrument.

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GRANT OF EASEMENT
FOR
PEDESTRIAN GRADE SEPARATION AT SYMPHONY PARK AVENUE

Signature Page

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this _____ day of _____, 20____.

GRANTOR

CITY PARKWAY V, INC., a Nevada corporation

By: _____
Mike Janssen, President

Approved as to form:

John Ridilla, Assistant City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2024, by Mike Janssen as the President of CITY PARKWAY V, INC., a Nevada corporation.

By: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

OWNER: CITY PARKWAY V, INC.
APN: 139-34-211-005

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF 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 NORTHEAST CORNER OF PARCEL "L - SOUTH" AS DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED IN BOOK 20180306, AS INSTRUMENT NO. 00016 ON FILE AT SAID RECORDER'S OFFICE, ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE DEPARTING SAID NORTHEAST CORNER AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 28°01'31" EAST, 309.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 61°58'29" WEST, 38.00 FEET; THENCE SOUTH 28°01'31" WEST, 16.00 FEET; THENCE NORTH 61°58'29" WEST, 64.50 FEET; THENCE NORTH 28°01'31" EAST, 42.00 FEET; THENCE SOUTH 61°58'29" EAST, 64.50 FEET; THENCE SOUTH 28°01'31" WEST, 10.00 FEET; THENCE SOUTH 61°58'29" EAST, 38.00 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 28°01'31" WEST, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,317 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN, DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751

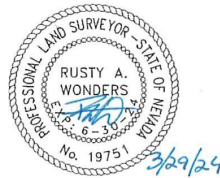


EXHIBIT B

EASEMENT DEPICTION

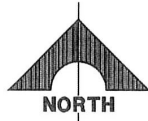
EXHIBIT "B" TO ACCOMPANY DESCRIPTION

OWNER: CITY PARKWAY V, INC.
APN: 139-34-211-005

N28°01'31"E
42.00'

AREA = 3,317 S.F. ±

PT. LOT 5
BOOK 53, PAGE 61
OF PLATS

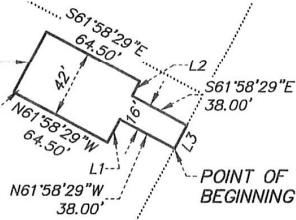


1" = 60'

F:\Projects\400\412-865P2\Division\Survey\Exhibits\412-865P2_ELEV-EX01.dwg

PARCEL "L - SOUTH"
OR: 20180306: 00016

POINT OF
COMMENCEMENT



N28°01'31"E
309.80'

UNION PACIFIC
RAILROAD

NOTE:
SEE PAGE 2 FOR
LINE TABLE.

GCV
ENGINEERS SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcvengineering.com

EXHIBIT C

**GRANT OF EASEMENT FOR PUBLIC SIDEWALK AND PEDESTRIAN ACCESS,
CITY LANDSCAPING, CITY TRAFFIC CONTROL DEVICES, AND CITY DRAINAGE
AND UTILITY FACILITIES**

(See attached 8 pages)

Portion of APN:
139-34-211-005

Recording Requested
By & Return to:
Attention: City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

▲ This Above Space for Recorder's Use Only ▲

*No fee required pursuant to NRS 247.305(5)(b)(1),
as this document conveys to the City of Las Vegas an interest in land.*

**GRANT OF EASEMENT
FOR
PUBLIC SIDEWALK AND PEDESTRIAN ACCESS, CITY LANDSCAPING,
CITY TRAFFIC CONTROL DEVICES, AND CITY DRAINAGE AND UTILITY FACILITIES**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY PARKEAY V, INC., a Nevada corporation (the "**Grantor**"), hereby grants to the CITY OF LAS VEGAS, a Nevada municipal corporation, ("City" or "**Grantee**"), an easement for, and the right to plan, survey, construct, maintain, operate, replace, remove, or modify public sidewalk and pedestrian access, City landscaping, City traffic control devices, and City drainage and utility facilities, and their appurtenant structures in, upon, over, across, and under that certain portion of the Grantor Property more particularly described and depicted as follows (the "**Easement Area**"):

SEE ATTACHED EXHIBIT A AND B FOR LEGAL DESCRIPTION AND DEPICTION

Together with the right of Grantee, its officers, employees and agents, including contractors, its employees and agents engaged by Grantee, to enter upon and to pass and repass over and along said Easement Area, to deposit tools, implements and other materials thereon and to cut and trim plants and trees that encroach into the Easement Area, as deemed reasonably necessary, whenever and wherever for the purposes set forth herein.

The scope, nature, and character of the Easement is further defined as follows:

1. for public sidewalk and pedestrian access upon, over, across, and under the Easement Area for the purpose of pedestrian passage, including ingress and egress to and from adjacent public right-of-way and other real property and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the public sidewalk and related appurtenances.
2. for City landscaping, including by way of example and not limitation, trees, shrubs, irrigation, groundcover, and related appurtenances upon, over, across, and under the Easement Area and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the City irrigation facilities and related appurtenances.

3. for City traffic control devices including signs, traffic signals, lighting, conduits, wires and related appurtenances, upon, over, across, and under the Easement Area and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the traffic control devices and related appurtenances.

4. for City drainage facilities including by way of example and not limitation, pipes, culverts, storm drains, drop inlets, manholes, and related appurtenances to convey waters upon, over, across, and under the Easement Area and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the City drainage facilities and related appurtenances.

5. for City utility facilities, including by way of example and not limitation, sewer lines and related appurtenances and other municipal utility purposes, upon, over, across, and under the Easement Area and the associated right to plan, survey, construct, maintain, operate, replace, remove, or modify the City utilities facilities and related appurtenances.

Grantor, its successors and assigns in interest to the Parcel, reserves the fee underlying the Easement Area. Grantor shall have the right to use the Easement Area for its own purposes so long as such use is consistent with and not in conflict with the rights herein granted to the City.

Grantee is solely responsible for the costs of construction and maintenance of any Grantee improvements within the Easement Area to effectuate its easement rights granted herein. Grantee is to perform all work so as to avoid, to the extent reasonably possible, interference with business operations, utilities serving the Grantor Property and access to the Grantor's property. Property. Grantee shall not enter the Grantor Property, except the Easement Area, without Grantor's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Grantee shall keep the Easement Area and the Grantor Property, free from any liens caused by Grantee, its agents, independent contractors, or employees. Grantee agrees to restore any area of the Easement Area or the Grantor Property disturbed during the exercise of the rights granted herein to a condition as nearly as practical to the condition it was in immediately before the exercise of said rights.

Subject to the limitation of Nevada Revised Statutes, Grantee agrees to indemnify Grantor and its employees, shareholders, members, and managers from and against liability (including, without limitation, reasonable attorneys' fees and costs) incurred by Grantor or damage to the Grantor Property as a result of Grantee's negligence or intentional acts or omissions of Grantee and its agents, employees, contractors, representatives, invitees, licensees, successors or assigns in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence or willful misconduct of Grantor or the negligence of others.

The terms and provisions of this easement shall be construed under and governed by the laws of the State of Nevada. If any action or proceeding is brought concerning this easement, it shall be brought in, and the sole and exclusive venue of any such action shall be, a court of competent jurisdiction located in Clark County, Nevada. If any portion of this easement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this easement and shall in no way effect the validity or enforceability of the remaining portions of this easement. Grantee may not assign its rights and obligations under this easement without the prior written consent of Grantor. The provisions of this easement may be modified, amended or supplemented, in whole or in part, only by a written instrument, executed and acknowledged by all of the parties hereto and duly recorded in the Office of the County Recorder, Clark County, Nevada. This easement may be executed in one or more counterparts, each of which shall be deemed an original, but also which together shall constitute one and the same instrument.

GRANT OF EASEMENT
FOR
PUBLIC SIDEWALK AND PEDESTRIAN ACCESS, CITY LANDSCAPING,
CITY TRAFFIC CONTROL DEVICES, AND CITY DRAINAGE AND UTILITY FACILITIES

Signature Page

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this _____ day of _____, 20____.

GRANTOR
CITY PARKWAY V, INC., a Nevada corporation

By: _____
Mike Janssen, President

Approved as to form:

John Ridilla, Asst. City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
Mike Janssen as President of CITY PARKWAY V, INC., a Nevada corporation.

By: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

OWNER: CITY PARKWAY V, LLC
APN: 139-34-211-005

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF 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:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL N/O1 AS DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN AND SALE DEED" IN BOOK 20190508, AS INSTRUMENT NO. 02564 ON FILE AT SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL N/O1 SOUTH 61°58'29" EAST, 225.12 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 28°01'31" WEST, 11.00 FEET; THENCE NORTH 61°58'29" WEST, 64.49 FEET; THENCE SOUTH 28°01'31" WEST, 41.32 FEET; THENCE NORTH 61°58'29" WEST, 5.00 FEET; THENCE NORTH 28°01'32" EAST, 40.32 FEET; THENCE NORTH 61°58'29" WEST, 155.62 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS SHOWN IN FILE 231, PAGE 87 OF SURVEYS ON FILE AT SAID RECORDER'S OFFICE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 27°59'58" EAST, 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,839 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN, DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751

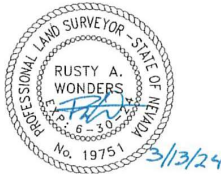


EXHIBIT B

EASEMENT DEPICTION

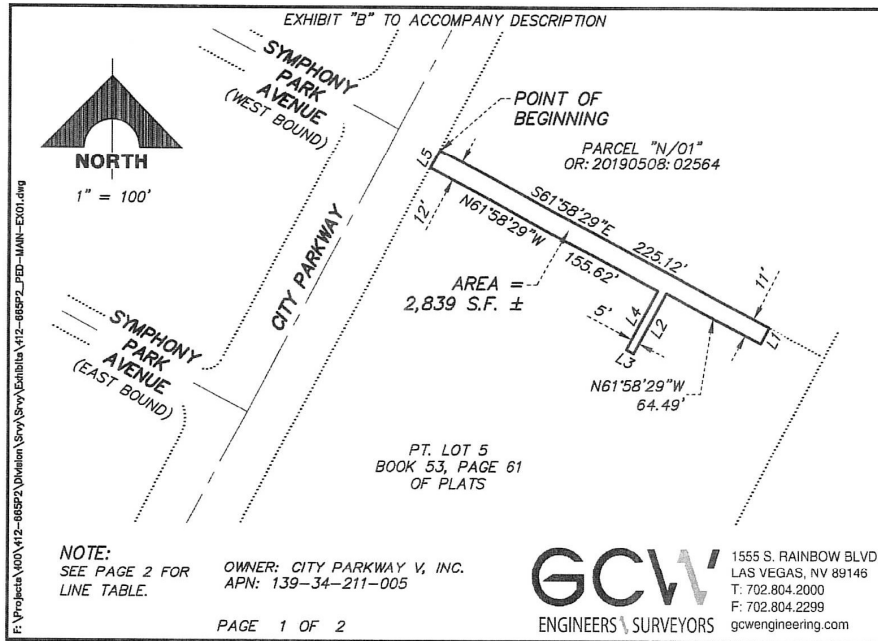


EXHIBIT "B" TO ACCOMPANY DESCRIPTION

OWNER: CITY PARKWAY V, INC.
APN: 139-34-211-005

LINE TABLE		
LINE	BEARING	LENGTH
L1	S28°01'31"W	11.00'
L2	S28°01'31"W	41.32'
L3	N61°58'29"W	5.00'
L4	N28°01'32"E	40.32'
L5	N27°59'58"E	12.00'

F:\Projects\400\412-6652\Division\Srvy\Exhibits\412-6652_PED-MAN-501.dwg

EXHIBIT D

GRANT OF EASEMENT FOR RIGHT OF WAY PURPOSES

(See attached 7 pages)

Portion of APN:
139-34-211-005

Recording Requested
By & Return to:
Attention: City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

▲ This Above Space for Recorder's Use Only ▲

*No fee required pursuant to NRS 247.305(5)(b)(1),
as this document conveys to the City of Las Vegas an interest in land.*

**GRANT OF EASEMENT
FOR
RIGHT OF WAY PURPOSES**

CITY PARKWAY V, INC., a Nevada corporation ("Grantor"), in consideration of mutual benefit, and other valuable consideration, hereby grants and conveys unto the CITY OF LAS VEGAS, a Nevada municipal corporation, and its successors and assigns (the "City" or "Grantee"), a right-of-way easement (the "ROW Easement") for public purposes as further defined herein, over, under, on, upon, and across a portion of Clark County Assessor's Parcel Numbers 139-34-211-005 (the "Parcels") that certain portion of the Grantor Property legally described and depicted as follows and incorporated herein by this reference (the "Easement Area"):

SEE ATTACHED EXHIBITS A & B FOR LEGAL DESCRIPTION AND DEPICTION

Together with the right of Grantee, its officers, employees and agents, including contractors, its employees and agents engaged by Grantee, to enter upon and to pass and repass over and along said Easement Area, to deposit tools, implements and other materials thereon and to cut and trim plants and trees that encroach into the Easement Area, as deemed reasonably necessary, whenever and wherever for the purposes set forth herein.

The scope, nature, and character of the ROW Easement shall be as follows:

1. The purpose of this ROW Easement is to grant a permanent non-exclusive easement over, on, upon, and across the Easement Area for any lawful right-of-way purposes including without limitation streets, roadways, sidewalks, municipal utilities, traffic control devices, storm water facilities,

landscaping, and such other uses that the City may make of rights-of-way from time to time, now or in the future, for the use and benefit of the public, over, under, upon, and across the Easement Area. All such uses are unrestricted in location within the Easement Area and shall not be limited in any way whatsoever by the state of being, condition, or location of the street or roadway.

2. This ROW Easement shall remain in full force and effect in perpetuity, shall run with the land, and shall be binding upon the Grantor and any successor in interest to the Parcels.

3. Grantor, its successors and assigns in interest to the Parcels, reserves the fee underlying the Easement Area. Grantor shall have the right to use the Easement Area for its own purposes so long as such use is consistent with and not in conflict with the rights herein granted to the City.

4. Grantee agrees that this ROW Easement is granted and accepted subject to other easements, covenants, conditions, and other matters concerning the Parcels, including without limitation, all matters of record and all matters that can be discerned by a reasonable physical inspection of the Parcels.

5. Grantee is solely responsible for the costs of construction and maintenance of any Grantee improvements within the Easement Area to effectuate its easement rights granted herein. Grantee is to perform all work so as to avoid, to the extent reasonably possible, interference with business operations, utilities serving the Grantor Parcels and access to the Grantor Parcels. Grantee shall not enter the Grantor Parcels, except the Easement Area, without Grantor's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Grantee shall keep the Easement Area and the Grantor Parcels, free from any liens caused by Grantee, its agents, independent contractors, or employees. Grantee agrees to restore any area of the Grantor Parcels outside the Easement Area disturbed during the exercise of the rights granted herein to a condition as nearly as practical to the condition it was in immediately before the exercise of said rights.

Subject to the limitation of Nevada Revised Statutes, Grantee agrees to indemnify Grantor and its employees, shareholders, members, and managers from and against liability (including, without limitation, reasonable attorneys' fees and costs) incurred by Grantor or damage to the Grantor Parcels as a result of Grantee's negligence or intentional acts or omissions of Grantee and its agents, employees, contractors, representatives, invitees, licensees, successors or assigns in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence or willful misconduct of Grantor or the negligence of others.

The terms and provisions of this ROW Easement shall be construed under and governed by the laws of the State of Nevada. If any action or proceeding is brought concerning this ROW Easement, it shall be brought in, and the sole and exclusive venue of any such action shall be, a court of competent jurisdiction located in Clark County, Nevada. If any portion of this ROW Easement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this ROW Easement and shall in no way effect the validity or enforceability of the remaining portions of this ROW Easement. Grantee may not assign its rights and obligations under this ROW Easement without the prior written consent of Grantor. The provisions of this ROW Easement may be modified, amended or supplemented, in whole or in part, only by a written instrument, executed and acknowledged by all of the parties hereto and duly recorded in the Office of the County Recorder, Clark County, Nevada. This ROW Easement may be executed in one or more counterparts, each of which shall be deemed an original, but also which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Grant of Easement for Right-of-Way Purposes to be executed by its duly authorized representative on the date signed below.

GRANTOR

CITY PARKWAY V, INC., a Nevada corporation

By: _____
Mike Janssen, President

Approved as to form:

John Ridilla, Asst. City Attorney

STATE OF NEVADA)

COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 20____, by
Mike Janssen as President of CITY PARKWAY V, INC., a Nevada corporation.

By: _____
Notary Public

EXHIBITS A & B

EASEMENT AREA LEGAL DESCRIPTION AND DEPICTION

[REFERENCE ATTACHED]

OWNER: CITY PARKWAY V, LLC
APN: 139-34-211-005

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF 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 NORTHEAST CORNER OF PARCEL "L - SOUTH" AS DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" RECORDED IN BOOK 20180306, AS INSTRUMENT NO. 00016 ON FILE AT SAID RECORDER'S OFFICE; THENCE DEPARTING SAID NORTHEAST CORNER AND ALONG THE NORTHERLY LINE OF SAID PARCEL "L - SOUTH" THE FOLLOWING TWO (2) COURSES: 1) NORTH 61°58'18" WEST, 13.00 FEET TO THE **POINT OF BEGINNING**; 2) NORTH 61°58'18" WEST, 25.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 28°01'31" EAST, 346.80 FEET TO THE SOUTHERLY LINE OF PARCEL N/O1 AS DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, AND SALE DEED" RECORDED IN BOOK 20190508, AS INSTRUMENT NO. 02564 ON FILE AT SAID RECORDER'S OFFICE; THENCE ALONG SAID SOUTHERLY LINE SOUTH 61°58'29" EAST, 25.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 28°01'31" WEST, 346.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 8,670 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN, DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

END OF DESCRIPTION

(SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751

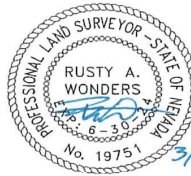


EXHIBIT "B" TO ACCOMPANY DESCRIPTION
OWNER: CITY PARKWAY V, INC.
APN: 139-34-211-005

PARCEL N/01
OR: 20190508: 02564

AREA = 8,670 S.F. ±

PT. LOT 5
BOOK 53, PAGE 61
OF PLATS

PARCEL "L - SOUTH"
OR: 20180306: 00016

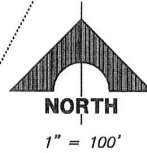
POINT OF
BEGINNING

POINT OF
COMMENCEMENT

NOTE:
SEE PAGE 2 FOR
LINE TABLE.

PAGE 1 OF 2

GCV
ENGINEERS & SURVEYORS



1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

EXHIBIT "B" TO ACCOMPANY DESCRIPTION

OWNER: CITY PARKWAY V, INC.
APN: 139-34-211-005

LINE TABLE

LINE	BEARING	LENGTH
L1	N61°58'18"W	13.00'
L2	N61°58'18"W	25.00'
L3	S61°58'29"E	25.00'

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