

APN: 139-33-610-033

RECORDING REQUESTED BY:

Attn: City Clerk
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

▲ Space Above for Recorder's Use Only ▲

GRANT OF EASEMENT

CITY OF LAS VEGAS, a Nevada municipal corporation (the "Grantor"), 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, does hereby grant and convey to the CITY PARKWAY V, INC., a Nevada nonprofit corporation ("Grantee"), its successors and assigns, a nonexclusive easement as legally described and depicted on Exhibit A (the "Easement"), attached hereto and incorporated herein by this reference, for the purposes set forth below over, on, upon, and across Assessor's Parcel Number 139-33-610-033 (the "Burdened Parcel") and as legally described and depicted on Exhibit B, attached hereto and incorporated herein by this reference, for the benefit of Assessor's Parcel Number 139-33-610-029 and as legally described and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the "Benefitted Parcel").

1. Purpose. Grantor and Grantee hereby agree that the Easement is for the sole purposes, and for no other purposes whatsoever, (the "Permitted Purposes") of (i) vehicular ingress and egress over the Easement for service vehicles needed to provide services to the Benefitted Parcel, (ii) the construction and maintenance of a roadway and related improvements and appurtenances along the Easement for the vehicular ingress and egress to the Benefitted Parcel (the "Roadway"), (iii) installation, operation and maintenance of utilities as need for the Benefitted Parcel and (iv) such other uses that are reasonably related to the Permitted Purposes.

2. Roadway. Grantee shall have the right to install the Roadway at Grantee's sole cost and expense. The design and construction of the Roadway shall be pursuant to (i) the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874, as revised and adopted on April 2, 2014 by Ordinance 6311, and any amendments and restatements thereto adopted by the City Council as of the Effective Date or hereafter (the "Design Standards" and (ii) any and all applicable laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) ("Applicable Laws").

3. Roadway Maintenance. Grantee agrees that it shall at Grantee's sole cost and expense at all times

maintain the Roadway in good repair and operating condition and in full compliance with (i) the Amended and Restated Community Charter for Symphony Park Master Association recorded as Instrument Number 201202090001635 and any supplements thereto (ii) the Design Standards, (iii) the rules and regulations of the Symphony Park Master Association adopted from time to time and (iv) Applicable Laws.

4. Liens. Grantee shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Easement, and the cost of labor for all Persons (defined below) who perform labor upon the Easement, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Easement or Burdened Parcel. Grantee agrees to promptly remove any lien filed against the Easement or Burdened Parcel as a result of Grantee's use and/or ownership of the Easement and/or the Benefitted Parcel.

5. Grantor Performance. Grantor shall have the right (at Grantor's sole discretion) to perform any obligations hereunder required to be performed by Grantee for which Grantee is in default, including, without limitation, (i) the performance of maintenance and repair that Grantee is obligated to perform hereunder and Grantor shall have the right upon thirty (30) days prior notice to Grantee (except that no notice shall be required in the case of an emergency), to enter the Easement and perform such maintenance or repair on behalf of Grantee and (ii) to take actions to discharge any liens which Grantee fails to remove as required under Section 4. Grantee agrees to reimburse Grantor within ten (10) business days after a written demand by Grantor for any reasonable costs and expenses incurred by Grantor in connection with the performance by Grantor of Grantee's obligations under this Easement, including five percent (5%) of such costs for Grantor supervision of any maintenance and repair.

6. Grantor Use. Grantor, its successors and assigns in interest to the Burdened Parcel, reserves the fee underlying the Easement. Grantor shall have the right to use the Easement for its own purposes so long as such use is consistent with and not in conflict with the rights herein granted to the Grantee. Grantor, its successors and assigns, shall not grant any other easement or license in the Easement to any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated ("Person") without the prior written consent of Grantee, which may be withheld for any reason in the reasonable discretion of Grantee. Any easement or license granted by Grantor over the Easement Area to any other Person shall be subordinate to the rights granted herein to the Grantee.

7. Successors.

(a) The Easement shall remain in full force and effect in perpetuity. It shall run with the Burdened Parcel, and shall be binding upon the Grantor and any successor in interest to the Burdened Parcel. The Easement shall (i) shall run with the Benefitted Parcel for the benefit of and be enforceable by any successor in interest to the Benefitted Parcel and (ii) shall be binding on the Grantee and any successor in interest to the Benefitted Parcel.

(b) Notwithstanding anything to the contrary contained herein, Grantor agrees that upon conveyance of title of the Benefitted Parcel, City Parkway V, Inc. shall automatically have no further obligations or liabilities under this Easement, including, without limitation, any obligations under Section 10 and Section 11.

8. Amendment. The Easement may only be amended, altered, or released only by written agreement between the parties hereto or their heirs, assigns, or successors in interest, which shall be filed in the public records of Clark County, Nevada.

9. Title/Physical Matters. Grantee agrees that the Easement is granted and accepted subject to all easements, covenants, conditions, and other matters concerning the Burdened Parcel, including without limitation, all matters of record and all matters that can be discerned by a reasonable physical inspection of the Burdened Parcel. Grantee acknowledges and agrees that Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Easement. Grantee acknowledges that it is accepting the Easement on an “as-is” “where-is” and “with all faults” basis without any express or implied warranties by Grantor, and Grantee accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Easement

10. Insurance. Prior to entering onto the Easement, Grantee shall at all times maintain in effect a policy or policies of bodily injury liability and property damage, including product liability insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate, insuring against any and all liability of the insured with respect to the Easement or arising out of the maintenance, condition, use or occupancy thereof. All such insurance and property damage ,including product liability insurance, shall specifically insure the performance by Grantee of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 11 hereof. Waiver of Subrogation for General Liability in favor of the City of Las Vegas is required. Such coverage shall be on an “occurrence” basis and not on a “claims made” basis. Required limits of coverage may be met utilizing a combination of primary and excess/umbrella policies written in “blanket” form. Grantor, and Grantor Indemnified Parties (defined below) shall be named as an additional insured parties and such notation shall appear on the Certificate of Insurance furnished by the Grantee’s insurance company. The certificates for each insurance policy are to be signed by a person authorized by that insurance carrier. The insurance supplied by the Grantee shall be from an insurance carrier that maintains a Best’s Key rating of “A VII” or higher. The Certificate shall indicate that neither the insurance company nor Grantee can cancel the insurance without at least 10 days prior written notice to Grantor.

11. Indemnity. Grantee shall be responsible for and indemnify and old harmless Grantor and its elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents (“Grantor Indemnified Parties”) from any claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments, including, but not limited to, costs and reasonable attorneys’ fees (collectively, “Losses”) incurred by Grantor Indemnified Parties that arising out of or in any way related to the use of the Easement by Grantee or Grantee’s invitees, guests, officers, employees, contractor, subcontractors, and agents (collectively, the “Grantee Parties”), regardless of the presence or absence of negligence on the part of the Grantee Parties, The Grantor does not waive and intends to assert all available Nevada Revised Statutes liability limitations in all cases.

12. Applicable Law. This Easement shall be construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the conflicts of laws principles thereof. Each of Grantor and City hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Nevada state court, or federal court of the United States of America sitting in Clark County, Nevada. Landlord and Tenant both hereby waive the right to a jury trial in any action or other legal proceedings arising out of or related in any manner to this Grant of Easement.

13. Interpretation. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforced to the fullest extent permitted by Applicable Law.

14. Notices. Wherever in this Grant of Easement it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Grant of Easement to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and forwarded by certified or registered mail, or by recognized overnight courier service (such as Federal Express) addressed to the parties at the following addresses:

Notice to Grantor:	City of Las Vegas c/o Office of Economic and Urban Development 495 South Main St., 6 th Floor Las Vegas, Nevada 89101
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With a copy to:	City Attorney Office City Hall 495 South Main, 6 th Floor Las Vegas, Nevada 89101
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Notice to Grantee:	City Parkway V Inc. 495 South Main St., 6 th Floor Las Vegas, Nevada 89101
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With a copy to:	City Attorney Office City Hall 495 South Main, 6 th Floor Las Vegas, Nevada 89101
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Either party may change such address by written notice sent by certified or registered mail to the other. Notwithstanding anything to the contrary contained herein, in the event of any conveyance of the Benefitted Parcel such that there is a successor to a Benefitted Party's interest under this Grant of Easement, the successor in interest shall provide Grantor with an address for notices under this Section 14. In the event such successor does not provide an address, Grantor may continue to send notices to the last address on record for Grantee and/or send notices to the then address of the Benefitted Parcel.

15. Counterparts. This Easement may be signed in multiple counterparts which, when signed, shall constitute a binding agreement.

[LEFT BLANK INTENTIONALLY AND CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement as of the _____ day of _____, 2022.

“GRANTOR”

CITY OF LAS VEGAS

By:
Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, City Clerk

Approved as to Form:

M. Niarchos 7/7/22
By: _____ Date

“GRANTEE”

CITY PARKWAY V, INC,

By: _____
Jorge Cervantes, President

Approved as to Form:

M. Niarchos 7/7/22
By: _____ Date

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2022 by Carolyn G. Goodman, as Mayor of the City of Las Vegas, a political subdivision of the State of Nevada.

(Signature of Notarial Officer)

(Seal, if any)

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2022 by Jorge Cervantes, as President of City Parkway V, Inc., a Nevada nonprofit corporation.

(Signature of Notarial Officer)

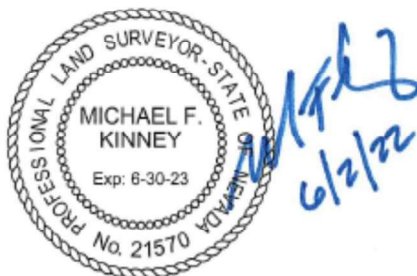
(Seal, if any)

EXHIBIT A

EASEMENT LEGAL DESCRIPTION AND EXHIBIT

APN: 139-33-610-033

JUNE 2, 2022
BY: MFK
P.R. BY: OMS
PAGE 1 OF 3



EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEAST OF ROBIN LEACH LANE (FORMERLY CLARK AVENUE), SOUTHWEST OF SYMPHONY PARK AVENUE, SOUTHEAST OF GRAND CENTRAL PARKWAY AND NORTHWEST OF PROMENADE PLACE.

LAND DESCRIPTION

BEING PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND DEPICTED AS "PARCEL B (SOUTH - REVISED)" ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 211 OF SURVEYS AT PAGE 55, ALSO BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE (34 FEET WIDE), THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL B THE FOLLOWING (3) COURSES:

- 1) NORTH 61°52'32" WEST, 308.84 FEET;
- 2) NORTH 28°07'28" EAST, 20.00 FEET;
- 3) NORTH 61°52'32" WEST, 47.52 FEET:

THENCE SOUTH 28°07'28" WEST, DEPARTING SAID NORTHEASTERLY LINE OF PARCEL B, 1.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 1.50 FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF PARCEL B; THENCE SOUTH 61°52'32" EAST, ALONG SAID PARALLEL LINE, 37.32 FEET; THENCE SOUTH 28°07'28" WEST, DEPARTING SAID PARALLEL LINE, 29.25 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.75 FEET SOUTHWESTERLY OF SAID

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NORTHEASTERLY LINE OF PARCEL B; THENCE SOUTH 61°52'32" EAST, ALONG SAID PARALLEL LINE, 281.03 FEET; THENCE SOUTH 28°08'58" WEST, DEPARTING SAID PARALLEL LINE, 6.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 17.62 FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF PARCEL B; THENCE SOUTH 61°52'32" EAST, ALONG SAID PARALLEL LINE, 38.01 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 28°07'28" EAST, DEPARTING SAID PARALLEL LINE AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 17.62 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3951 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NV 89106

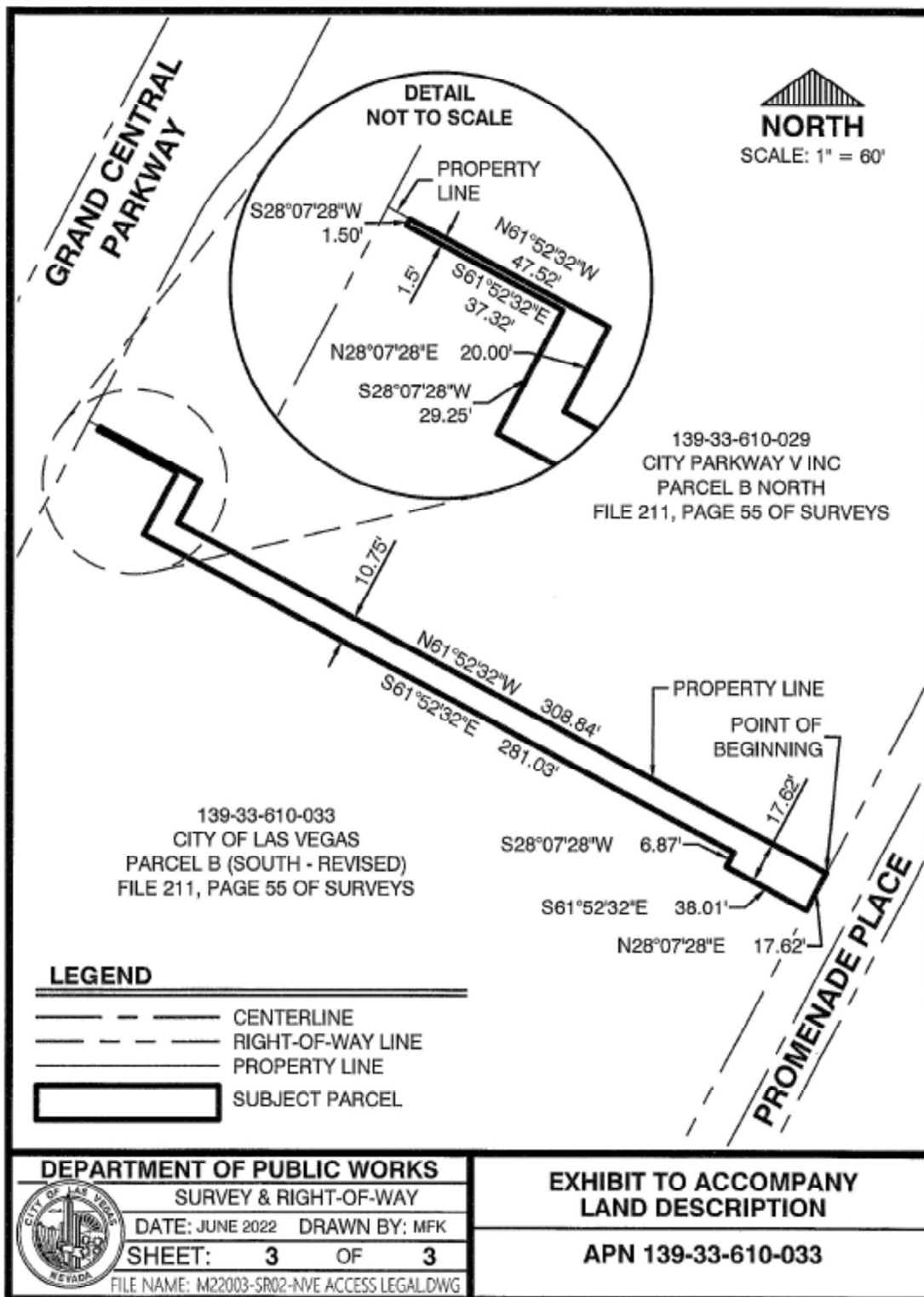
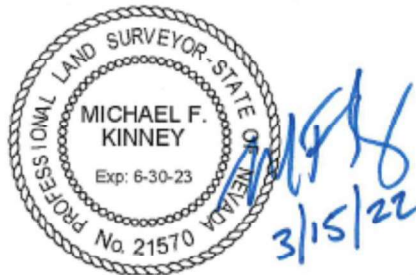


EXHIBIT B

BURDENED PARCEL LEGAL DESCRIPTION AND EXHIBIT

APN 139-33-610-033

MARCH 15, 2022
BY: RH
P.R. BY: OMS
PAGE 1 OF 2



EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF GRAND CENTRAL PARKWAY AND ROBIN LEACH LANE (FORMERLY CLARK AVENUE).

LAND DESCRIPTION

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND ROBIN LEACH LANE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE NORTH 27°55'16" EAST, ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, 66.46 FEET; THENCE SOUTH 62°04'44" EAST, DEPARTING THE CENTERLINE OF GRAND CENTRAL PARKWAY, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 310.87 FEET; THENCE SOUTH 61°58'52" EAST, DEPARTING

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APN 139-33-610-033
PAGE 2 OF 2

THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, 52.77 FEET; THENCE SOUTH 28°01'08" WEST, 20.00 FEET; THENCE SOUTH 61°58'52" EAST, 308.84 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE; THENCE SOUTH 28°01'08" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, 259.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY, 44.03 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°04'57" TO THE NORTHERLY RIGHT-OF-WAY LINE OF ROBIN LEACH LANE; THENCE NORTH 67°53'55" WEST, DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ROBIN LEACH LANE, 302.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY, 50.17 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°49'11" TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, ALSO BEING THE **POINT OF BEGINNING**.

CONTAINING 2.55 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

THE ABOVE DESCRIBED PARCEL OF LAND IS DEPICTED AS "PARCEL B (SOUTH - REVISED)" AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 211 OF SURVEYS, AT PAGE 55.

BASIS OF BEARINGS:

SOUTH 27°55'16" WEST, BEING THE EAST LINE OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
416 N. 7TH STREET
LAS VEGAS, NV 89101

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EXHIBIT C

BENEFITTED PARCEL LEGAL DESCRIPTION AND EXHIBIT



JANUARY 14, 2019
768-47
BY: RWM
P.R. BY: JVT
PAGE 1 OF 2

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND CENTRAL PARKWAY AND SYMPHONY PARK AVENUE.

LEGAL DESCRIPTION SYMPHONY PARK PARCEL B - NORTH

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED WITHIN THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND CLARK AVENUE AS SHOWN BY HORIZONTAL CONTROL RECORD-OF-SURVEY OF SYMPHONY PARK ON FILE IN FILE 184 OF SURVEYS, AT PAGE 79; THENCE NORTH 27°55'16" EAST, ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, 66.46 FEET; THENCE SOUTH 62°04'44" EAST, DEPARTING THE CENTERLINE OF GRAND CENTRAL PARKWAY, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AS DEDICATED BY THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61; THENCE NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 310.87 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 27°55'16" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY, 96.04 FEET TO THE BEGINNING OF RIGHT-OF-WAY FOR A RIGHT TURN LANE AS DEDICATED BY GRANT DEED RECORDED APRIL 22, 2008 IN DOCUMENT NUMBER 20080422, AS INSTRUMENT NUMBER 00473, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE NORTHEASTERLY, 31.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'41" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 43°53'03" EAST; THENCE NORTHEASTERLY, 32.39 FEET ALONG

PARCEL B - NORTH
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'41"; THENCE NORTH 27°55'16" EAST, 146.86 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY, 47.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS DEDICATED BY GRANT DEED RECORDED APRIL 23, 2009 IN DOCUMENT NUMBER 20090423, AS INSTRUMENT NUMBER 03874; THENCE SOUTH 62°04'44" EAST, DEPARTING THE RIGHT TURN LANE RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SYMPHONY PARK AVENUE, 22.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY, 120.95 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'11" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 373.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 55°38'27" WEST; THENCE SOUTHEASTERLY, 166.47 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°34'16" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 30°04'11" EAST; THENCE SOUTHEASTERLY, 38.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°58'57" TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE; THENCE SOUTH 28°01'08" WEST, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, 259.70 FEET; THENCE NORTH 61°58'52" WEST, DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE, 308.84 FEET; THENCE NORTH 28°01'08" EAST, 20.00 FEET; THENCE NORTH 61°58'52" WEST, 52.77 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY, ALSO BEING THE **POINT OF BEGINNING**.

CONTAINING 2.60 ACRES (113,443 SQ. FT.), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

SOUTH 27°55'16" WEST, BEING THE EAST LINE OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 53 OF PLATS, AT PAGE 61, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

