

Recordation Memo



Separator Sheet

APNs: 139-33-202-009
139-33-202-003

C22

**RECORDING REQUESTED BY
AND RETURN TO:**

HQ Metro, LLC
c/o Mark L. Fine & Associates
3883 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

Inst #: 201010040003385
Fees: \$35.00
N/C Fee: \$25.00
10/04/2010 02:52:12 PM
Receipt #: 527433
Requestor:
HQ METRO LLC
Recorded By: DHG Pgs: 22
DEBBIE CONWAY
CLARK COUNTY RECORDER

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Easement") is made this 1st day of October, 2010, by and between HQ Metro, LLC, an Arizona limited liability company ("Grantor"), and Project Alta III, LLC, a Nevada limited liability company ("Grantee");

RECITALS

A. Grantor is the owner of that certain real property located in Las Vegas, Nevada which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference (the "HQ Metro Property").

B. Grantee is the owner of that certain real property located in Las Vegas, Nevada which is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Benefitted Property" and together with the HQ Metro Property, the "Property"). The Benefitted Property abuts the HQ Metro Property along a portion of the HQ Metro Property's northern boundary.

C. Grantor is currently developing the HQ Metro Property with three multi-story office buildings together with surface parking areas, a parking structure, sidewalks, driveways, and landscaping (the "Metro Headquarters"). In connection with said development, Grantor intends to establish a driveway along a portion of its northern boundary, which driveway shall provide access to and from Martin Luther King Boulevard at a signalized intersection and is more particularly described and depicted on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Driveway").

D. Grantee owns the Benefitted Property which has been developed for commercial purposes.

E. The HQ Metro Property is encumbered by a Lease Agreement dated December 2, 2008 (as subsequently amended, the "Lease"), between Grantor's predecessors, Project Alta, LLC and Project Alta II, LLC (collectively "Project Alta"), as landlords, and Clark County ("County"), as tenant, for a thirty-year initial term commencing on completion of the Metro Headquarters for the Las Vegas Metropolitan Police Department ("Metro"). County has sublet the HQ Metro Property to Metro.

F. The Lease contains a provision for the granting of an access easement benefiting the "Contiguous Property" (as defined in the Lease to include the Benefited Property). Pursuant to Section 9.04 of the Lease, County and Metro (pursuant to its sublease with County) have the right to approve any such easement, which approval may not be unreasonably withheld or delayed.

G. In consideration of Grantee's agreement to relinquish its direct southern driveway access to Martin Luther King Boulevard in order to facilitate the Grantor's development of the Metro Headquarters, Grantee has requested, and Grantor has agreed to grant an access easement over, upon and across the Driveway for vehicular ingress from and egress to Martin Luther King Boulevard on the terms as are more particularly set forth herein.

H. In consideration of the County's and Metro's agreement to consider allowing the recording of an access easement to benefit the "Contiguous Property," and Grantor and Project Alta having acknowledged that Metro's operations on the HQ Metro Property are of a confidential nature involving public health and safety, Grantor and Project Alta agreed that any such access easement would contain use restrictions on the Benefited Property provided for in Section 6.02 of the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Access Easement. Effective as of the date the Driveway is constructed, Grantor does hereby grant to Grantee, a permanent and non-exclusive access easement on, over and across the Driveway solely for the purpose of vehicular ingress from and egress to the Benefited Property from Martin Luther King Boulevard. Grantor reserves for its benefit and, as long as the Lease has not expired or has not been terminated and Metro occupies all or any portion of the HQ Metro Property, for the benefit of County and Metro and their respective successors, assigns, agents, contractors, guests, invitees, and employees, the unrestricted right to full use and enjoyment of the Driveway, provided that such use and enjoyment shall not materially and unreasonably hinder or conflict or interfere with the rights granted hereunder. The use of the Driveway by Grantee and its successors, assigns, agents, contractors, guests, invitees, and employees shall be undertaken at such persons' own risk and expense. Nothing herein is intended to grant Grantee any license, easement or other right of access on, over or across any portion of the HQ Metro Property other than the Driveway and nothing herein is intended to create any parking easement or other right of use with respect to the HQ Metro Property. As a condition to use of the Driveway easement, Grantee shall install a "Stop Sign" and a "No Right Turn" on the portion of the Benefited Property where the Benefited Property intersects the Driveway (and generally shown on Exhibit "A-2"), which signage shall be: (i) in size and form reasonably acceptable to Grantor; (ii) installed and maintained at the cost and expense of Grantee, and (iii) otherwise be installed and maintained in accordance with all applicable laws, rules, regulations and ordinances.

2. Intentionally Omitted.

3. Use Restriction. As additional consideration for the access easement granted herein and as long as the Lease has not expired or has not been terminated and Metro occupies all or any portion of the HQ Metro Property, Grantee hereby agrees that: (a) if the proposed use of the Benefited Property by Grantee requires a special use permit or zoning variance; or (b) if Grantee desires to enter into a lease of all or a portion of the Benefited Property and if the proposed use by the tenant under such lease requires a special use permit or zoning variance, Grantee shall be required to obtain the prior consent of Metro to the proposed use; provided, however, such consent shall not be unreasonably withheld, conditioned or delayed, and the only basis upon which Metro may reasonably withhold its consent is Metro's good faith determination that the use proposed will negatively impact or interfere with Metro's use of the HQ Metro Property.

4. Maintenance and Assessments. Once the Driveway is constructed, the maintenance of the Driveway shall be performed by Grantor (or County pursuant to the Lease or Metro pursuant to its sublease with County) (the "Maintaining Party"), and Grantee shall contribute the Maintenance Contribution (as determined below) towards the maintenance cost of the Driveway, commencing on the first anniversary of completion of construction of the Driveway, and continuing on the same day each year thereafter. For purposes of this Agreement, the "Maintenance Contribution" shall mean the greater of the following: (a) the sum of Five Hundred Dollars (\$500) per annum; (b) such amount as may be reasonably determined by Maintaining Party and Grantee, based on the use of the HQ Metro Property and Benefitted Property; or (c) Grantee's share of the actual cost of maintenance of the Driveway, in proportion to Grantee's use of the Driveway (to be determined by means of a vehicle count paid for equally by Maintaining Party and Grantee and prepared by a traffic engineer or qualified traffic consultant selected by the Maintaining Party and reasonably approved by Grantee which quantifies the number of vehicle trips utilizing the HQ Metro Property and Benefitted Property driveway entries over at least a seven (7) day around-the-clock study period, which proportionate use (once determined) shall apply to any maintenance costs incurred subsequent to such determination, until a different proportionate use may be determined in accordance with the foregoing procedures); provided, however, in the event that alternatives (b) or (c) are not used to compute the Maintenance Cost, the Maintenance Cost will be as set forth in subsection (a). The obligation to pay the Maintenance Contribution shall be a continuing lien upon the Benefitted Property. Any installment of the Maintenance Contribution not paid within thirty (30) days of notice by the Maintaining Party that same was due and payable shall be subject to a late charge equal to ten percent (10%) of the amount owing and the outstanding amounts owing shall also bear interest from the due date until paid in full at a rate equal to twelve percent (12%) per annum. In addition, if any installment of the Maintenance Contribution is not paid within thirty (30) days of notice by the Maintaining Party that same was due and payable, the Maintaining Party may bring an action at law against the Grantee, or file and foreclose the lien against the Benefitted Property. Each owner of the Benefitted Property, by acceptance of a deed or other instrument of conveyance therefor, whether it shall be so expressed in such deed or such other instrument, is deemed to covenant and agree to pay to the Maintenance Contribution to the Maintaining Party in accordance with the terms of this Easement.

5. Approval. County and Metro hereby approve this Easement and consent to the recordation of this Easement in the Official Records of Clark County, Nevada.

6. Indemnification and Insurance.

a. Grantee shall indemnify, defend and hold Grantor, County, Metro and their respective agents, employees, representatives, successors and assigns, harmless from and against any liability, damages (including, without limitation, reasonable attorneys' fees and costs of suit incurred), losses or claims of any kind or nature whatsoever arising out of, related to, or with respect to the rights granted to Grantee pursuant to Section 1 of this Agreement.

b. Prior to any use of the Driveway, Grantee shall procure public liability insurance in such amounts as reasonably required by Grantor (but in any event such amounts shall be reasonably sufficient to satisfy Grantee's obligations of indemnification pursuant to Section 3(a)), and shall name Grantor (in its capacity as owner of the HQ Metro Property), County and Metro as an additional insured with respect to such insurance.

The provisions of this Section 6 shall survive the expiration or sooner termination of this Agreement.

7. Miscellaneous.

a. Benefits and Burdens to Run with the Property. The terms, covenants and conditions contained herein shall run with the title to the Property and shall be binding upon all parties having any right, title, or interest therein, their heirs, successors, successors-in-title, and assigns.

b. No Public Right or Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

c. Amendment. This Easement may be amended from time to time only by a written document recorded in the Official Records of the Clark County Recorder, executed by the then record owners of the Property and approved by County and Metro.

d. Notices. Any notices, consents, offers, acceptances, elections, demands and other communications required or provided by this Agreement shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered, (b) one (1) business day after delivery to a nationally recognized overnight courier service for next business day delivery, or (c) when received by confirmed facsimile transmission, in all cases addressed to the parties at the respective addresses as follows:

Grantor:

HQ Metro, LLC
c/o Mark L. Fine & Associates
Attention: Joe Cain
3883 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

Telephone: (702) 933-7146
Facsimile: (702) 933-7140

Grantee:

Project Alta III, LLC
Attention: Joe Cain
3883 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169
Telephone: (702) 933-7146
Facsimile: (702) 933-7140

County:

Clark County
Attention: Director Real Property Management
500 S. Grand Central Pkwy, 4th Floor
Las Vegas, NV 89155-1825
Telephone: _____
Facsimile: _____

Metro:

Las Vegas Metropolitan Police Department
Attention: Facilities Manager
3141 Sunrise Avenue
Las Vegas, Nevada 89101
Telephone: (702) 828-2965
Facsimile: (702) 828-1527

The address of each of the Parties shall for all purposes be as set forth above, unless otherwise changed by the applicable party by notice to the others as provided herein pursuant to this Section 7(d).

e. Entire Agreement. This Easement, together with the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations, except for the Lease and the duly executed amendments which shall not, in part or whole, be deemed to have merged into this Easement.

f. Governing Law. This Easement shall be enforced, governed by, and construed in accordance with the laws of the State of Nevada.

g. Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

h. No Waiver. No failure or delay of a party in the exercise of any right given to such party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provisions hereof.

i. Successors and Assigns. This Easement shall bind and inure to the benefit of the parties and their respective successors and assigns and the benefits, covenants, obligations and agreements of the parties contained in this Easement shall be covenants running with the land, benefiting and burdening, as applicable, the Property. Any party accepting a deed to any portion of the Property shall be irrebuttably presumed to have agreed to be bound by each agreement, obligation and/or covenant contained herein.

j. Exhibits. Each exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one and the same instrument.

l. Third Party Beneficiaries. Metro and County are intended third party beneficiaries of the obligations of Grantee and the owner of the Benefited Property and shall have the right to enforce such obligations in accordance with the terms of this Easement.

m. Injunctive Relief. In the event of any violation or threatened violation by any party of any of the covenants or restrictions contained in this Easement, the non-defaulting parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Easement or provided by law.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

Grantor:

HQ Metro, LLC

By: Community Finance Corporation
Its: Sole Member

By: Kendall Bert
Its: Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me on _____, 2010, by _____, as _____, of _____.

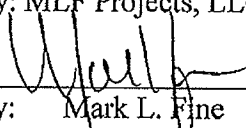
Notary Public
My commissioner expires:

Grantee:

Project Alta III, LLC

By: FF Alta Partners, LLC a Nevada limited liability company, its Manager

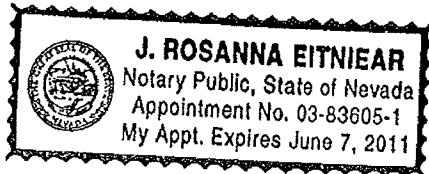
By: MLF Projects, LLC, a Nevada limited liability company, its Manager

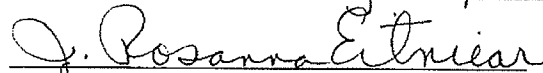


By: Mark L. Fine
Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on September 15, 2010, by Mark L. Fine, as Manager, of MLF Projects, LLC.





Notary Public
My commission expires:
06/07/2011

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

Grantor:

HQ Metro, LLC

By: Community Finance Corporation

Its: Sole Member

Kendall Bert

By: Kendall Bert

Its: Secretary

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

This instrument was acknowledged before me on September 10, 2010, by Kendall Bert, as Secretary, of Community Finance Corp.
It's Sole Member

Karen J. Valdez
Notary Public

My commissioner expires:

March 16, 2012

Grantee:

Project Alta III, LLC

By: _____

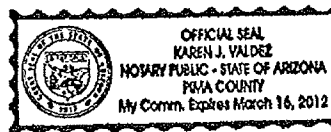
Its: _____

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2010, by _____, as _____, of _____.



Notary Public

My commission expires: _____

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

The undersigned hereby consents to
the granting and recording of this Easement:

CLARK COUNTY

By: _____
Name: _____
Title: _____

The undersigned hereby consents to
the granting and recording of this Easement:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: 
Name: DOUGLAS GILLISPIE
Title: SARFITT

The undersigned hereby consents to
the granting and recording of this Easement:

CLARK COUNTY

By: Carel Carter
Name: CAREL CARTER
Title: Director of Real Property Mgt

The undersigned hereby consents to
the granting and recording of this Easement:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

Description of the HQ Metro Property

(See Attached)

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, 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 THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SAME BEING THE WESTERLY RIGHT OF WAY OF MARTIN LUTHER KING BOULEVARD, SOUTH 00°15'51" WEST, 335.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 73, PAGE 91 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89°57'23" WEST, 14.50 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID MARTIN LUTHER KING BOULEVARD, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 00°15'51" WEST, 359.04 FEET;
- 2) THENCE SOUTH 02°40'21" WEST, 207.66 FEET;
- 3) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 93.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 16°59'34", AN ARC LENGTH OF 27.58 FEET TO A POINT OF REVERSE CURVATURE;
- 4) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 107.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 19°24'04", AN ARC LENGTH OF 36.23 FEET;
- 5) THENCE SOUTH 00°15'51" WEST, 201.26 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC TRANSITIONING FROM SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF ALTA DRIVE, HAVING A RADIUS OF 54.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 89°50'12", AN ARC LENGTH OF 84.67 FEET;

THENCE ALONG THE NORTHERLY RIGHT OF WAY OF SAID ALTA DRIVE THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 89°53'57" WEST, 70.41 FEET;
- 2) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 09°27'51", AN ARC LENGTH OF 3.30 FEET;
- 3) THENCE NORTH 80°26'06" WEST, 44.51 FEET;
- 4) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 30.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 09°27'51", AN ARC LENGTH OF 4.96 FEET;
- 5) THENCE NORTH 89°53'57" WEST, 125.84 FEET;
- 6) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 30.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°01'41", AN ARC LENGTH OF 6.30 FEET;
- 7) THENCE SOUTH 78°04'22" WEST, 39.69 FEET;
- 8) THENCE SOUTH 88°49'44" WEST, 140.97 FEET TO THE EAST BOUNDARY OF LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 79, PAGE 21 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE DEPARTING SAID RIGHT OF WAY, ALONG THE EAST BOUNDARY OF SAID LOT 2, NORTH 00°06'03" EAST, 290.06 FEET;

THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID LOT 2, NORTH 89°53'57" WEST, 279.06 FEET TO THE EAST BOUNDARY OF LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 58, PAGE 66 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE BOUNDARIES OF SAID LOT 2, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°16'25" EAST, 542.41 FEET;
- 2) THENCE SOUTH 89°53'57" EAST, 155.93 FEET;
- 3) THENCE NORTH 00°16'25" EAST, 55.06 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN ORDER OF CONDEMNATION RECORDED MARCH 24, 2008 IN BOOK 20080324 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01868 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE SOUTH BOUNDARY OF SAID ORDER OF CONDEMNATION AND THE AFFORMENTIONED LOT 1, SOUTH 89°57'23" EAST, 632.09 FEET TO THE POINT OF BEGINNING.

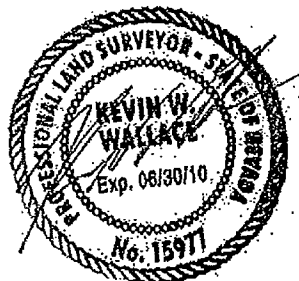
CONTAINING 13.76 ACRES, MORE OR LESS.

BASIS OF BEARING

SOUTH 00°15'51" WEST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN FILE 73, PAGE 91 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE UNTIL FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278:

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2010



6/23/09

LINE	BEARING	DISTANCE
L1	N89°57'23"W	14.50'
L2	S02°40'21"W	207.66'
L3	S00°15'51"W	201.25'
L4	N89°53'57"W	70.41'
L5	N80°26'06"W	44.51'
L6	N89°53'57"W	125.84'
L7	S78°04'22"W	39.69'
L8	S88°49'44"W	140.97'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	16°59'34"	93.00'	27.58'	13.89'
C2	19°24'04"	107.00'	36.23'	18.29'
C3	89°50'12"	54.00'	84.67'	63.85'
C4	09°27'51"	20.00'	3.30'	1.66'
C5	09°27'51"	30.00'	4.96'	2.48'
C6	12°01'41"	30.00'	6.30'	3.16'

WALLACE-MORRIS
SURVEYING, INC.
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "A"
PAGE 5 OF 5

S:\SHC-08087\dwg\EXHIBIT\080876-SITE-B-080822.dwg

EXHIBIT "A-2"

Description of the Driveway

(See Attached)

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

ACCESS EASEMENT

EXHIBIT "A"

DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°15'51" EAST, 933.00 FEET;

THENCE NORTH 89°44'09" WEST DEPARTING SAID EAST LINE, 14.50 FEET TO THE WEST RIGHT OF WAY OF MARTIN LUTHER KING BOULEVARD AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°57'23" WEST DEPARTING SAID RIGHT OF WAY, 105.63 FEET;

THENCE NORTH 81°18'06" WEST, 72.36 FEET;

THENCE NORTH 89°59'56" WEST, 74.71 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 99.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 05°55'26", AN ARC LENGTH OF 10.29 FEET;

THENCE NORTH 00°11'29" EAST, 44.68 FEET TO THE SOUTH BOUNDARY OF LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 73, PAGE 91 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.;

THENCE ALONG SAID BOUNDARY, SOUTH 89°55'43" EAST, 30.00 FEET;

THENCE SOUTH 00°11'29" WEST DEPARTING SAID BOUNDARY, 8.23 FEET;

THENCE NORTH 89°59'02" EAST, 232.23 FEET TO SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY, SOUTH 00°15'51" WEST, 48.05 FEET TO THE **POINT OF BEGINNING**.

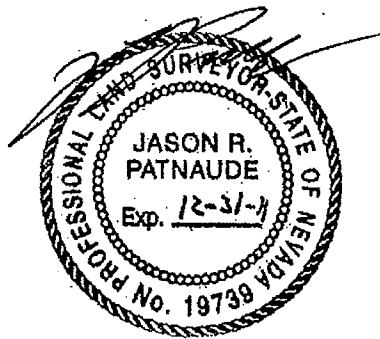
CONTAINING 11,495 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

SOUTH 00°15'51" WEST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN FILE 73, PAGE 91 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE UNTIL FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278:

JASON R. PATNAUDE, PLS
NEVADA LICENSE NO. 19739
EXPIRES: DECEMBER 31, 2011



8-18-09

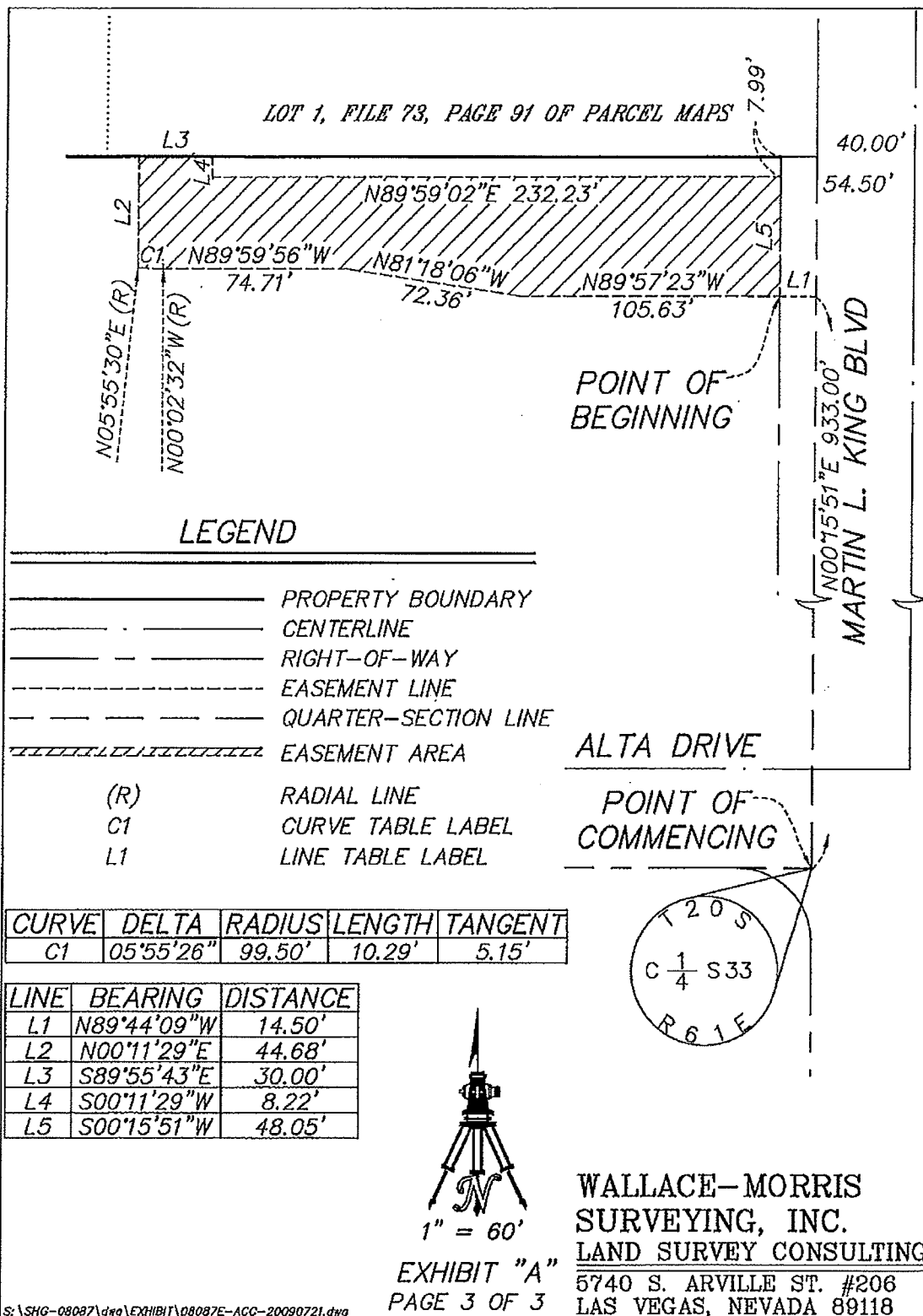


EXHIBIT B

Description of the Benefited Property

(See Attached)

EXHIBIT B

DESCRIPTION OF BENEFITED PROPERTY

LOT 1, FILE 73, PAGE 91 OF PARCEL MAPS
IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA

FURTHER DESCRIBED AS APN: 139-33-202-003

Administrative Amendments



Separator Sheet

Administrative Action – SDR-32826

The applicant has submitted a wall elevation and letter detailing the compliance of the wall with Title 19.12.075. The proposed wall/fence will composed of wrought iron, which is deemed a decorative material, therefore the wall/fence is considered 100% decorative.

KKE Architects, Inc.

4 executive circle, suite 190
Irvine, ca 92614
(949) 222-1233
(949) 222-0771 fax

www.kke.com



August 20, 2010

To: Peter Lowenstein
Planning Supervisor

Subject: **Metro Headquarters**
New Perimeter Wrought Iron Site Wall
KKE Project No. 0814.1494.01
SDR-32826

Mr. Peter Lowenstein:

We are submitting this letter to confirm our intent for the new site wall on the perimeter of our site adjacent to the existing commercial building.

The SDR report indicates we need to comply with all City Code requirements and design standards of all City Departments including the Las Vegas Zoning Code for Fences, Walls and Architectural Character.

Due to the fact that we are adding this wall where existing trees are on the adjacent property we propose to construct a wrought iron fence so that the footings do not interfere with the existing tree root balls (see attached). We believe this type of decorative iron fence meets the intent of the code.

I would appreciate your consideration of thus request in a timely fashion, so we can continue our construction process.

If you have any question or concerns about this request, please contact Alan Fox
@ (702) 269-6615.

Sincerely,

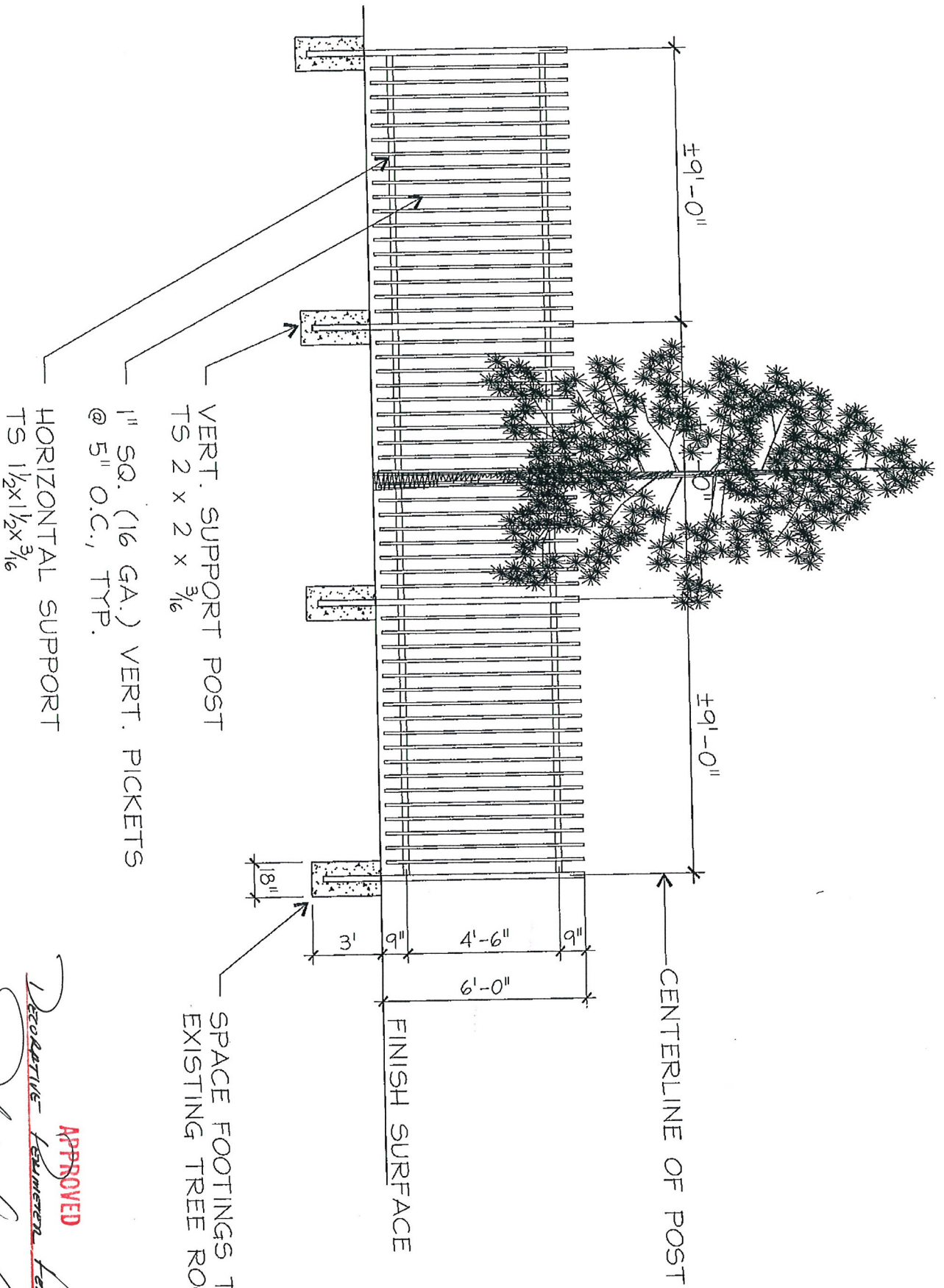
KKE Architects, Inc.

A handwritten signature in black ink that reads 'Alan Fox'.

Alan Fox

cc: Mike Byrne
Larry Bitton

APPROVED
Decorative Perimeter Fence
BY *Alan Fox*
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS 8/24/10



APPROVED

Deborah Summer

BY *[Signature]*
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS
5/24/10

