

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT ("TCE") is entered into this 3rd day of August ("Effective Date"), 2011 by and between City Parkway V, Inc., a Nevada non-profit corporation ("Grantor") and City of Las Vegas, a municipal corporation of the State of Nevada ("Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Grantor owns Assessor's Parcel Number APN 139-34-211-002 ("Parcel"), depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee desires to enter onto a portion of the Parcel ("Property") owned by the Grantor, depicted on Exhibit A, for the purpose of constructing the Symphony Park Railroad Crossover Pedestrian Bridge ("Pedestrian Bridge") and appurtenances; and maintaining fencing ("Pedestrian Bridge Fencing") to facilitate Grantee's and public's access to Symphony Park from Grantee's 500 South Main Street Parking Garage; and

WHEREAS, the Grantor is willing to allow said entry so long as Grantor will incur no liability, obligation, expense, claim, loss or other adverse consequence as a result of the Grantee's actions and operations on the Property;

NOW THEREFORE, in the consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the value and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Rights Granted. Grantor hereby grants to Grantee, its officers, employees, contractors, subcontractors and agents the temporary right to enter onto the Property for the purpose of constructing the Pedestrian Bridge and maintaining the Pedestrian Bridge Fencing.
2. Term. For purposes of constructing the Pedestrian Bridge and the Pedestrian Bridge Fencing, this TCE shall commence at 12:00 AM on September 1, 2011 and shall automatically terminate on 11:59 PM on September 15, 2012 ("Construction Term"). For purposes of maintenance of the Pedestrian Bridge Fencing, this TCE shall commence immediately at the end of the Construction Term and shall automatically terminate upon the earlier of 1) the Pedestrian Bridge Fencing is removed at the direction of the Grantor to Grantee or any third party or 2) upon written notice from Grantor terminating this TCE. The Construction Term may be extended by written notice to Grantor at the sole and absolute discretion of Grantor. This TCE is subordinate to all prior or future rights and obligations of Grantor on the Property, except that Grantor shall grant no rights inconsistent with the reasonable exercise by Grantee of its rights under this TCE. The parties acknowledge that the Grantee obligation to maintain the Pedestrian Bridge Fencing will end upon termination, for any reason, of the Maintenance Term.
3. Liens. Grantee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to Grantee's actions upon the Property. Contractor agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

4. Insurance. Grantor and Grantee agree that no insurance shall be required under this TCE. However, Grantee's Pedestrian Bridge contractor ("Contractor") shall name Grantor as an additional insured party under any insurance provided by Contractor under the Pedestrian Bridge construction contract with Grantee.

5. Indemnification. Subject to Nevada Revised Statute 41.03, Grantee shall be responsible for its own acts, negligent or otherwise, and to the same degree, shall hold harmless and indemnify Grantor, its officers, employees and agents for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this TCE. In addition, Grantee shall protect and defend Grantor, its officers, employees and agents and assume all costs, expenses and liabilities of any nature to which Grantee may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this TCE.

6. Compliance with Laws/Permits. Grantee shall, in all activities undertaken pursuant to this TCE, comply and cause its officers, employees, contractors, subcontractors and agents to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Grantee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Grantee desires to conduct or have conducted pursuant to this TCE.

7. Inspection. Grantor and its officers, employees and agents may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this TCE.

8. Not Real Property Interest. It is expressly understood that this TCE does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Grantee. This TCE is not exclusive and Grantor specifically reserves the right to grant other rights of entry within the vicinity of the Property that do not conflict with the rights granted herein. Grantee agrees to coordinate Grantor's reasonable access and use of the Property during the Construction Term. The Parties agree this TCE shall not be recorded with the Clark County Recorder's Office.

9. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms or conditions of this TCE, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

10. Revocable Licenses and Termination. This TCE may not be terminated by Grantor except in case of an emergency or a breach of this TCE by Grantee, except as detailed in Section 2 above. In case of emergency or a breach of this TCE by Grantee, Grantor shall provide 24-hours written notice of revocation to Grantee.

11. Restoration of the Property. Upon the termination of the Construction Term, Grantee shall, at its own cost and expense, restore the Property to the same condition in which it was prior to Grantee's entry, and if necessary, stabilize the site with water or dust suppressant to meet Clark County Department of Air Quality and Environmental Management regulations (the "Restoration Work"). Grantee shall promptly notify Grantor in writing upon completion of the Restoration Work. Grantor City shall notify Grantee within 5 business days if the Restoration Work is unacceptable to Grantor. In the event Grantor City fails to do so within said 5 business day period, Grantor shall be deemed to have approved the Restoration Work. If Grantor reasonably objects to any portion of the Restoration Work, within said 5 business day period, then Grantee shall have 15 business days to cure such defects after receipt of Grantor's written objection. If it is not possible to cure such defects within said 15 business day period, Grantee shall

nevertheless commence such cure work within said 15 business day period and diligently prosecute same to completion.

12. Continuing Liability. No termination or revocation of this TCE shall release Grantee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior the termination of this TCE and restoration of the Property to its prior condition.

13. Notice. Any notice to be given or any documents to be delivered by any party to any other herein, shall be delivered in person or mailed by certified post and addressed as follows:

Grantor: City Parkway V, Inc.
Department of Economic and
Urban Development
400 Stewart Avenue
Las Vegas, Nevada 89101

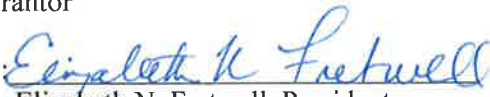
Grantee: City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

14. Counterparts. This TCE 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 hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this TCE on the date first written above.

CITY PARKWAY V, INC.

"Grantor"

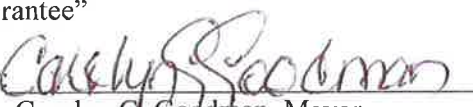
By: 
Elizabeth N. Fretwell, President

Attest:


By: _____
Scott D. Adams, Secretary

CITY OF LAS VEGAS

"Grantee"

By: 
Carolyn G. Goodman, Mayor

Attest:

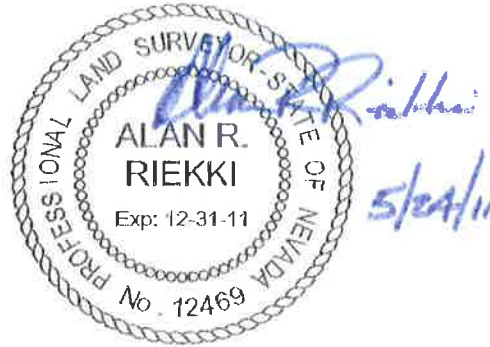
By: 
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By:  8/1/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT A

PARCEL AND PROPERTY MAP



MARCH 29, 2011
BY: MK
PR BY: ARR
PAGE 1 OF 2

REVISED MAY 24, 2011

SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE TEMPORARY CONSTRUCTION EASEMENT

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF BONNEVILLE AVENUE AND NORTHWESTERLY OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF LOT 5, AS SHOWN ON THE MAP OF "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 61, LOCATED 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CLARK AVENUE AS DESCRIBED IN THE DEDICATION CONVEYED ON APRIL 23, 2009 BY INSTRUMENT 20090423:03874 AND PROMENADE PLACE, ALSO DESCRIBED IN SAID DEDICATION; THENCE SOUTH 67°53'54" EAST, ALONG THE CENTERLINE OF SAID CLARK AVENUE, 453.08 FEET TO THE INTERSECTION OF THE CENTERLINE OF SAID CLARK AVENUE AND THE CENTERLINE OF CITY PARKWAY AS DESCRIBED IN SAID DEDICATION; THENCE CONTINUING SOUTH 67°53'54" EAST, ALONG THE PROLONGATED CENTERLINE OF SAID CLARK AVENUE, 115.70 FEET; THENCE NORTH 27°53'50" EAST, 2.06 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 27°53'50" EAST, 54.22 FEET; THENCE SOUTH 67°53'54" EAST, 161.54 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET FROM THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 27°55'16" EAST, ALONG SAID PARALLEL LINE, 41.84 FEET TO A POINT ON THE

SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION CONTINUED
PAGE 2 OF 2

CURVING WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO "OFFICE DISTRICT PARKING I, INC." ON MAY 5, 2008 BY INSTRUMENT 20080501:02090, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1510.00 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 88°53'13" WEST; THENCE SOUTHERLY, DEPARTING SAID PARALLEL LINE AND ALONG SAID CURVING WESTERLY BOUNDARY AND SAID CURVE, 30.36 FEET THROUGH A CENTRAL ANGLE OF 1°09'07" TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF SAID "OFFICE DISTRICT PARKING I, INC." PARCEL; THENCE SOUTH 27°55'16" WEST, ALONG SAID RAILROAD RIGHT-OF-WAY LINE, 365.65 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE; THENCE NORTH 62°04'12" WEST, DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 15.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET FROM SAID RAILROAD RIGHT-OF-WAY LINE; THENCE NORTH 27°55'16" EAST, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID PARALLEL LINE, 291.31 FEET; THENCE NORTH 64°28'00" WEST, DEPARTING SAID PARALLEL LINE, 77.67 FEET; THENCE NORTH 67°54'27" WEST, 83.52 FEET TO THE **POINT OF BEGINNING**. AS SHOWN ON THE **EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**, ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 14,575 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

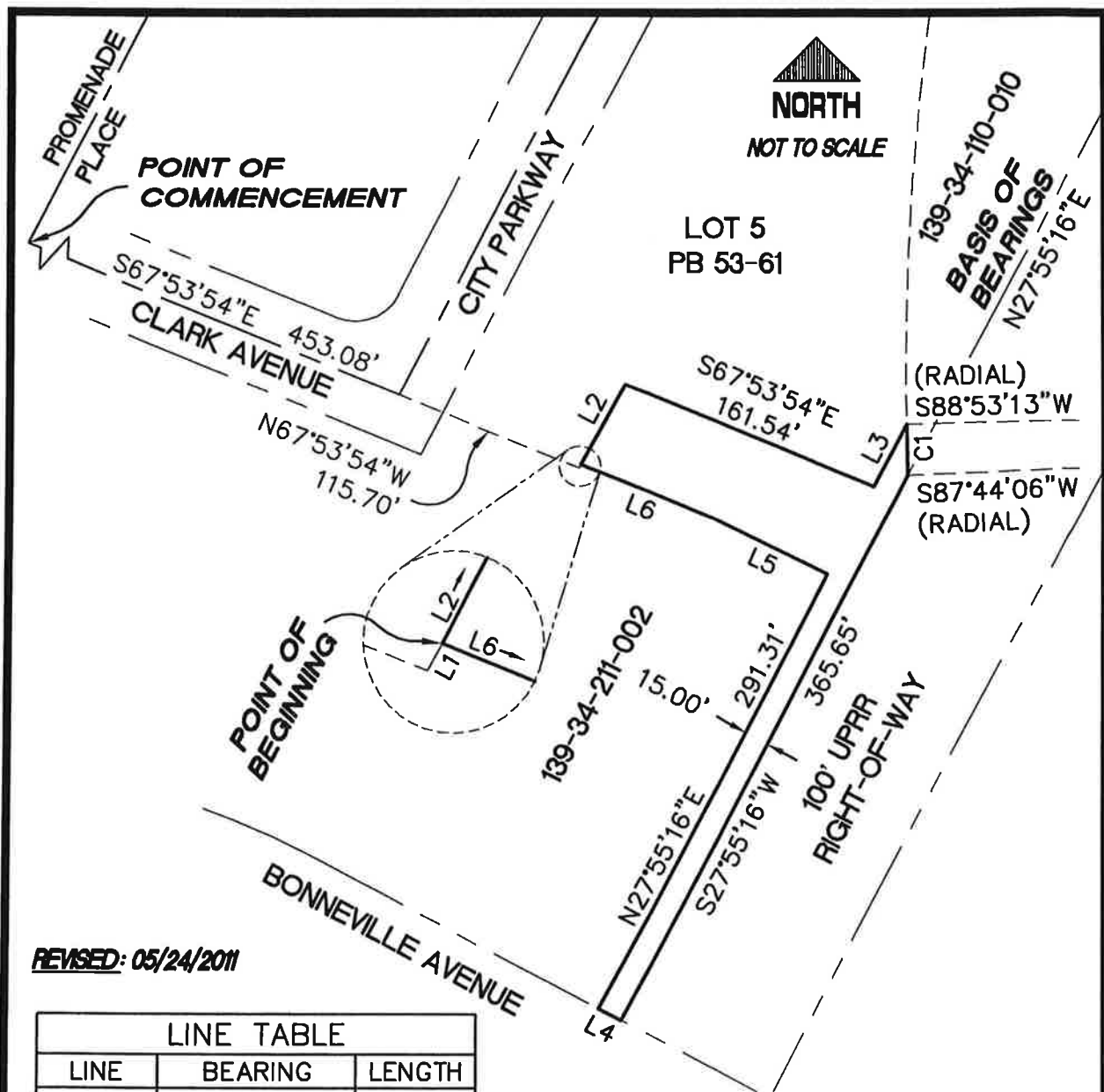
BASIS OF BEARINGS:

NORTH 27°55'16" EAST, BEING THE BEARING OF THE SOUTHEASTLY LINE OF LOT 5, AS SHOWN ON THE MAP OF "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 61.

NOTE:

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



REVISED: 05/24/2011

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°53'50"E	2.06'
L2	N27°53'50"E	54.22'
L3	N27°55'16"E	41.84'
L4	N62°04'12"W	15.00'
L5	N64°28'00"W	77.67'
L6	N67°54'27"W	83.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°09'07"	1510.00'	30.36'

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - SPV TEMP R1.DWG



**DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION**

DATE: 03/29/2011 DRAWN BY: MK

SHEET: 1 OF 1

**SYMPHONY PARK RAILROAD
CROSSOVER PEDESTRIAN BRIDGE**

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.