

APN NO: 139-33-511-009
139-33-511-010

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
2nd Floor
Las Vegas, Nevada 89101
Attention: Economic & Urban Development Department

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS ("*Declaration*") is made as of _____, 2011, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and SYMPHONY PARK MASTER ASSOCIATION, a Nevada nonprofit corporation ("*Association*"). CPV and Association are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Association the Site, which is more particularly described in Exhibit "A" attached hereto;

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Association has agreed that it is acquiring the Site to develop the Project set forth in the Scope of Development in accordance with the Restrictions set forth herein.

D. WHEREAS, the Project will be a private park to be owned and operated by Association in compliance with this Declaration.

E. WHEREAS, CPV is conveying the Site to Association in consideration of and on the basis of Association's continuing compliance with the Restrictions;

F. WHEREAS, but for such representations by Association, and Association's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Association; and

G. WHEREAS, as part of the conveyance of the Site to Association, Association and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Association), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Association, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Association*" has the meaning set forth in the first paragraph of this Declaration.

"*Basic Concept Drawings*" means that certain set of documents and exhibits, which was approved with conditions by Las Vegas Planning and Zoning Commission on August 9, 2011.

"*Charter*" means that certain Community Charter for Symphony Park dated December 16, 2009 and recorded with the Recorder of Deeds for Clark County, Nevada on December 16, 2009 as Document No. 200912160000606 (the "*Charter*").

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*Commence Construction*" or "*Commencement of Construction*" means any and all activities involving the grading of the Site by or on behalf of Association.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, twenty-five percent (25%) or more of the voting interests in a Person or the governing body of such Person.

“Construction Fund” has the meaning set forth in Section 5.1 below

“Convey or Conveyance” means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Association in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

“CPV Indemnified Party or Parties” means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

“Design Standards” means 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 and any amendments and restatements thereto adopted by the City Council.

“Improvements” has the meaning set forth in Section 4.4(b)(i).

“Maintenance Standards” means those standards for the maintenance and repair of the Project set forth on Exhibit “C” attached hereto.

“Non-complying Structures” means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

“PEMA” means the Project Environmental Management Agreement set forth in Exhibit “F” attached hereto.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

“Plans and Drawings” those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project.

“Project Documents” has the meaning set forth in Section 4.4(b)(i).

“Repurchase Option” has the meaning set forth in Section 4.4.

“Requirement” means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Association or other Persons, or Symphony Park, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, Symphony Park, or any vault in, or under Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing

relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for Symphony Park or the Infrastructure Improvements, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Association under this Declaration; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

“*Restrictions*” means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

“*Scope of Development*” means the scope of development of the Project attached to this Declaration as Exhibit “D”

“*Schedule of Performance*” means the schedule of performance attached to this Declaration as Exhibit “E”

“*Specific Facilities*” means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Scope of Development together with all modifications thereto agreed by CPV.

“*SPDRC*” means the design review committee created and operating pursuant to Design Standards.

“*Unavoidable Delays*” means delays due to any of the following (provided that such delay is beyond a Party’s reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant’s default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

Times of performance under this Declaration may also be extended in writing by CPV and Association.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Scope of Development, Association shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Association file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Association shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site. Use of the Site is hereby restricted to use as a park.

(c) Zoning. Association shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Scope of Development, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Association shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning. Notwithstanding the foregoing, CPV shall cooperate, at no cost to CPV, with Association's efforts to obtain any special use permits desired by Association.

(d) Unapproved Project. Association shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Association shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Association and CPV agree that:

(i) No voluntary or involuntary successor in interest of Association shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Association shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(g) Non-Encumbrance. Association shall not cause to be placed, or permit to be placed, any encumbrance whatsoever on the Site at anytime, including, without limitation, any mortgage, deed of trust, mechanics' liens or any other lien or encumbrance whatsoever.

2.2 Specific Facilities Requirements. Association agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Scope of Development and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Commencement. CPV acknowledges that Association has prepared and submitted to CPV and SPDRC the Basic Concept Drawings and related documents containing the overall plan for development of the Project and hereby approve the Basic Concept Drawings. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Association shall design and Commence Construction of the Specific Facilities substantially in conformance with their respective timelines as set forth in the Schedule of Performance, pursuant to Plans and Drawings approved by CPV, which approval shall not be unreasonably withheld, delayed or conditioned. Association shall obtain such approval from CPV prior to applying for any governmental permit or approval with respect thereto. CPV shall have fifteen (15) days after Association delivers to CPV proposed Plans and Drawings to review and approve such Plans and Drawings. Failure of CPV to disapprove any submitted Plans and Drawings in writing within such fifteen (15) day period shall constitute approval thereof by CPV. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Association shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended. CPV acknowledges and agrees that Association shall act as owner contractor in connection with the construction of the Specific Facilities and that a single general contractor for the overall construction of the Specific Facilities shall not be engaged by Association.

(b) Completion. Association shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of

Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Association shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Uses. Association shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

3. PROJECT USE

3.1 General Obligations. Upon Completion of Construction and at all times thereafter, Association shall at all times operate the Project as a private park for the benefit of users of Symphony Park. Association agrees that the Project will be common Area as defined in the Charter and will be maintained by SPMA pursuant to the Charter.

3.2 Maintenance of Project. Association agrees at its sole cost and expense to maintain the Project in good condition and repair at all times. Association shall maintain the Project in material compliance with the Maintenance Standards.

3.3 Hours of Operation. The Parties agrees that the Project will be operated as a private park open for use by permitted users of Symphony Park. All such use shall be subject to such reasonable rules and regulations adopted by Association for the use of the Project

3.5 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Association for which Association is in default, including, without limitation, the performance of maintenance and repair that Association is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Association (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Association. Association agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Association's obligations under this Declaration including twenty percent (20%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Association, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the

Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Association and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Association of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Association shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Association of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement and Lien. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Association or any person having possession under Association. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy

(including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest, shall be a charge against the Site and improvements thereon, shall be a continuing lien thereon until paid, and shall also be the personal obligation of Association or any other person who was an owner of the Site when such charges became due and who committed such breach or violation. In addition to any other rights or remedies hereunder, CPV may deliver to Association and record with the Recorder's Office a notice of default and election to sell the Site and all improvements thereon. Thereafter unless all amounts legally due and owing to CPV have been paid and provided that all of the requirements of NRS 107.080 and of all other applicable statutes have been satisfied, CPV may cause the Site and improvements thereon to be sold at such time and place as may be fixed in the applicable notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as CPV alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as CPV may consider advisable. Association shall have no right to direct or determine whether the Site or Improvements thereon shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Site or improvements thereon to be sold if only a portion is sold. CPV may postpone the sale of the Site or improvements thereon by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, CPV may act through its agents, officers or employees or any other person designated by CPV, whether or not such party shall be a licensed auctioneer. At such sale, CPV shall cause to be delivered to Association one or more duly exercised deed or deeds conveying the property so sold, subject to all the provisions of this Declaration, but without any covenant or warranty, either express or implied. The recitals in such deed or deeds with regard to any matters of fact shall be conclusive proof of the truthfulness thereof against Association at such sale, its successors and assigns, and all other persons. Any person or entity, including without limitation CPV, may bid in or purchase at such sale. Association hereby agrees to surrender, immediately and without demand, possession of said property to CPV or its permitted assignee at such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Declaration in the event of any further violation of any Restriction set forth herein. Notwithstanding the foregoing, if Association's default is timely cured in accordance with this Declaration or applicable law, CPV shall, upon request by Association, record at Association's expense an appropriate notice of rescission in accordance with the applicable provisions of the NRS.

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Association hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if CPV exercises such

option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Association thereof within ninety (90) days after the respective commencement or completion dates specified in the Schedule of Performance (as the same may be extended by Unavoidable Delays as provided in this Declaration) in the event of Association's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), (b) or (c) above, respectively. Such notice shall identify Restriction violated and any Non-complying Structures. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Association shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Association to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Association shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Association shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Association, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Association has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Association at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Option Expiration and Quitclaim. Upon Commencement of Construction, the Repurchase Option shall terminate and CPV shall execute and deliver to Association a quitclaim deed satisfactory to Association relinquishing all of its rights under the Repurchase Option.

(e) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Association's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(f) Repurchase Escrow Terms. Within five (5) days after the CPV's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by CPV and reasonably acceptable to Association to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by CPV of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Association through escrow, shall be removed or insured over by Association at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which CPV has subordinated the Repurchase Option pursuant to Section 4.4(e) above, CPV shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Association through the foregoing escrow. Association and CPV shall each pay one-half of the escrow fees; Association shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in CPV or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(g) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. CONSTRUCTION FUND

5.1 CPV Contribution. CPV has provided the sum of \$1,500,000.00 to Association for the development of the Project on the Site (the "*Construction Fund*"). Association agrees to use the Construction Fund for the sole purpose of designing and constructing the Project.

5.2 Development Budget. Prior to and as a condition to Commencement of Construction, Association shall provide to CPV the following for CPV's approval which approval shall not be unreasonably withheld:

- (a) final architectural plans;
- (b) final plot grading utility plans;
- (c) final structural plans;
- (d) final mechanical and electrical plans;
- (e) final landscaping plans;
- (f) a final budget for the construction of the Project containing a customary amount for a contingency; and
- (g) guaranteed maximum contracts with all the subcontractors directly hired by Association for the construction of the Specific Facilities.

5.3 Project Meetings. Association agrees to cause its representatives to meet at least monthly with representatives of CPV to review the progress of construction of the Project. Association shall provide such information and materials as reasonably requested by CPV.

5.4 Remaining Construction Funds. In the event there are any remaining funds in the Construction Fund upon Completion of Construction, such remaining funds shall be paid to CPV within thirty (30) days after Completion of Construction.

6. **PEMA** The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. **MISCELLANEOUS PROVISIONS**

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any public entity under the control of the City which will assume the duties of CPV pertaining to the particular rights, powers and reservations assigned, and upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.3 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.4 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV: City Parkway V, Inc.
c/o Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And: City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

If to Association: Symphony Park Master Association
6130 Elton Avenue
Suite 212
Las Vegas, Nevada 89107
Phone: (702) 216-0349
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

7.6 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the President of CPV or such other person that CPV designates in writing to Association.

7.7 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control.

All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Association and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.8 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Association to that effect.

7.9 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Declaration and the remaining provisions shall remain in full force and effect.

7.10 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.11 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

7.12 Counterparts. Each counterpart of this Declaration shall be deemed to be an original and all of which together shall be deemed to be one and the same Declaration. Delivery of this Declaration may be accomplished by facsimile transmission of this Declaration. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Declaration.

7.13 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.14 Days. All references to "days" in this Declaration are to consecutive calendar days unless business days are specified.

7.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

CPV

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

By: _____

Name: Elizabeth N. Fretwell

Title: President

ATTEST:

_____, Title

ASSOCIATION

SYMPHONY PARK MASTER
ASSOCIATION, INC., a Nevada non-profit corporation

By: _____

Name: Sam Gladstein

Title: President

APPROVED AS TO FORM:

Michael N. Carley ESQ
Date 9-22-11

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____, 20____, personally appeared before me a notary public,
_____, _____ of _____, personally
known to me to be the person whose name is subscribed to the above instrument who
acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL]

My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____, 20____, personally appeared before me a notary public,
_____, _____ of _____, personally
known to me to be the person whose name is subscribed to the above instrument who
acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL]

My Commission Expires: _____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT "C"	MAINTENANCE STANDARDS
EXHIBIT "D"	SCOPE OF DEVELOPMENT
EXHIBIT "E"	SCHEDULE OF PERFORMANCE
EXHIBIT "F"	PEMA

EXHIBIT A

Legal Description of Site

410.128
2-27-09
D. JENSEN

Exhibit 'A'

Legal Description, M1 Parcel

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, 277.12 FEET, WITH A CENTRAL ANGLE OF 31°45'19"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 27°55'16" EAST, 982.19 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 62°04'44" EAST, 87.26 FEET TO A POINT ON EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20070829 OF OFFICIAL RECORDS AS INSTRUMENT 02294, SAID POINT BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°14'20" EAST, 6.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AS FOLLOWS: SOUTH 62°04'44" EAST, 27.58 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE, EASTERLY ALONG AN ARC OF A 292.00 FOOT RADIUS CURVE TO THE LEFT, 132.93 FEET, WITH A CENTRAL ANGLE OF 26°04'59", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, SOUTH 01°50'17" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, 29.21 FEET, WITH A CENTRAL ANGLE OF 33°28'14", TO A POINT OF REVERSE CURVE TO WHICH A RADIAL LINE BEARS, NORTH 31°37'57" WEST; THENCE EASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO RIGHT, 40.00 FEET, WITH A CENTRAL ANGLE OF 45°49'58", TO POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH 14°12'01" EAST; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTHERLY ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT, 9.05 FEET, WITH A CENTRAL ANGLE OF 103°43'15"; THENCE SOUTH 27°55'16" WEST, 9.19 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT, 6.99 FEET, THROUGH A CENTRAL ANGLE OF 40°01'42"; THENCE SOUTH 67°56'58" WEST, 6.71 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE LEFT, 6.99 FEET, WITH A CENTRAL ANGLE OF 40°01'42"; THENCE SOUTH 27°55'16" WEST, 72.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, 6.98 FEET, WITH A CENTRAL ANGLE OF 40°00'35"; THENCE SOUTH 12°05'19" EAST, 6.71 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 6.98 FEET, WITH A CENTRAL ANGLE OF 40°00'35", TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 62°04'44" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 38.50 RADIUS CURVE TO LEFT, 13.81 FEET, WITH A CENTRAL ANGLE OF 20°33'25", TO A POINT OF REVERSE CURVE



TO WHICH A RADIAL LINE BEARS SOUTH 82°43'42" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO RIGHT, 4.45 FEET, WITH A CENTRAL ANGLE OF 127°24'29", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS SOUTH 44°40'46" WEST, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, 70.55 FEET, WITH A CENTRAL ANGLE OF 11°32'56", TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 56°13'42" EAST; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE ARC OF A 273.00 FOOT RADIUS CURVE TO LEFT, 134.88 FEET, WITH A CENTRAL ANGLE OF 28°18'26" THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 62°04'44" WEST, 19.33 FEET TO **THE POINT OF BEGINNING.**

PARCEL CONTAINS 9,439 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

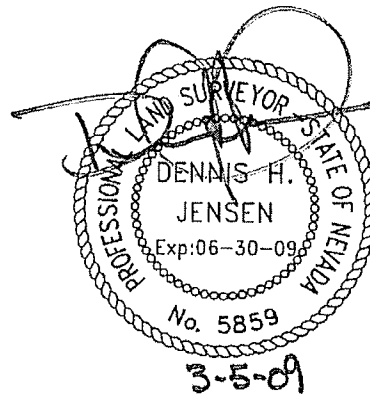


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

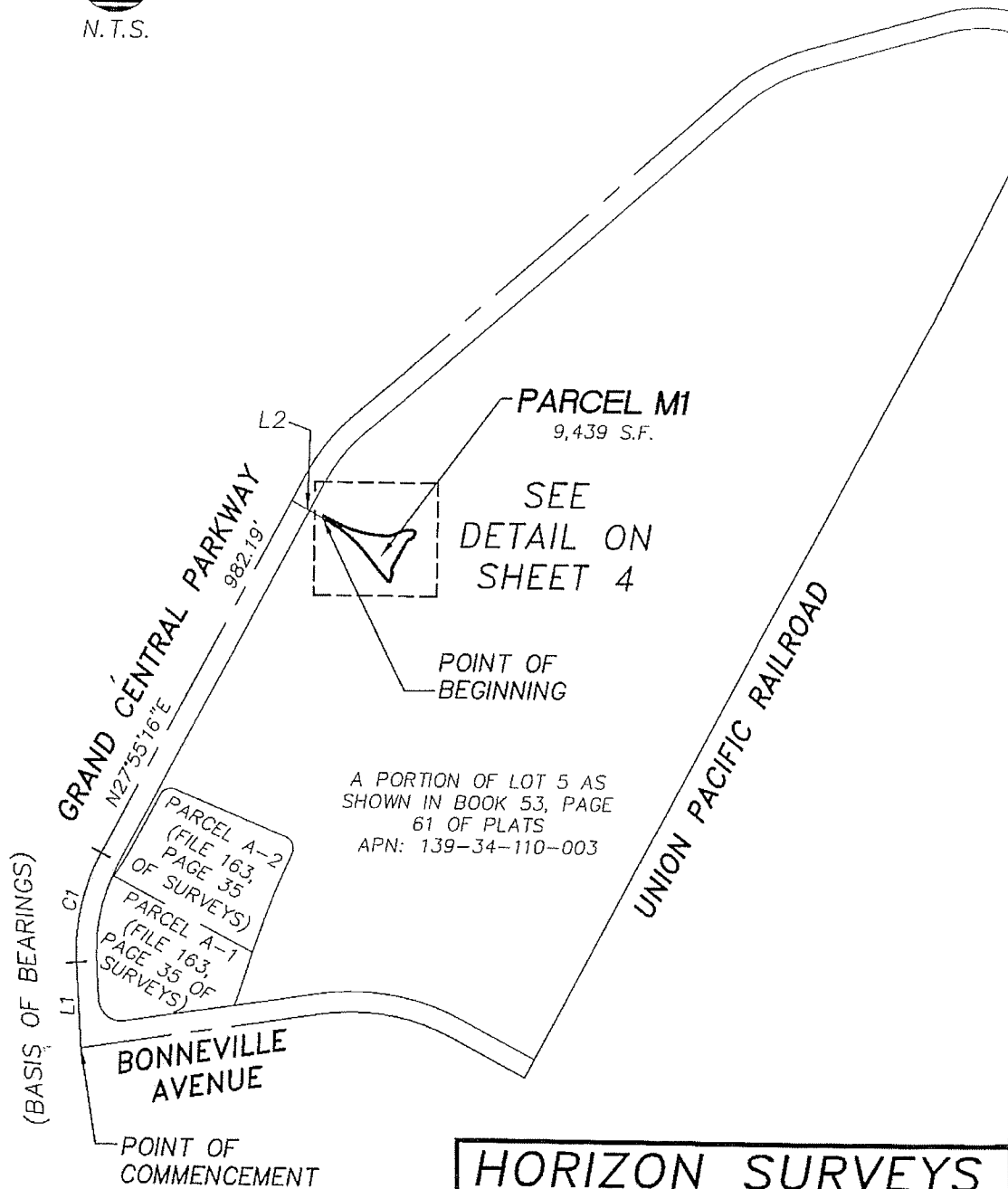
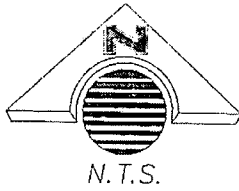
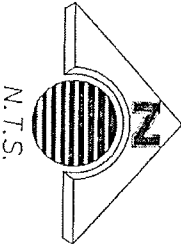
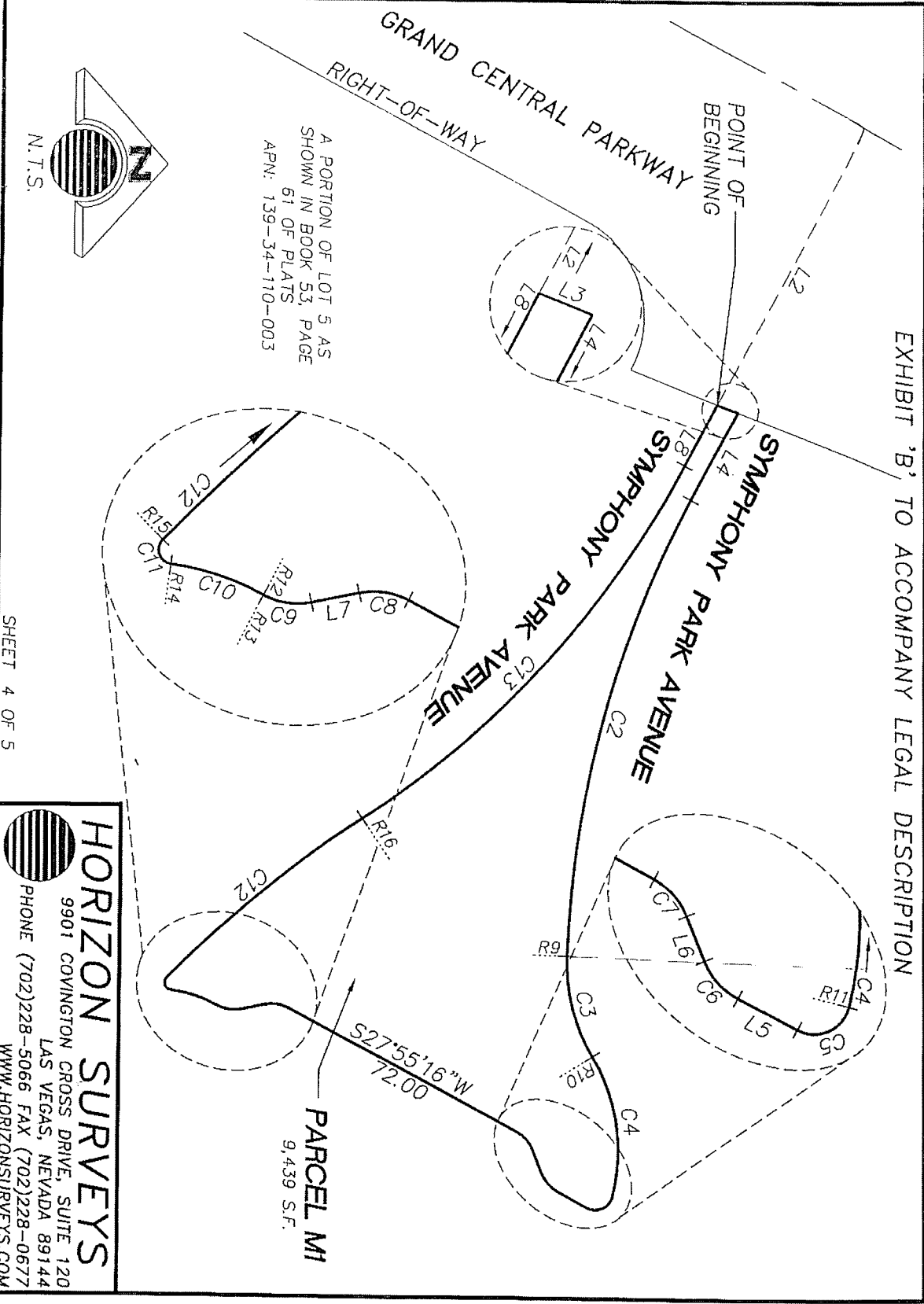


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SHEET 4 OF 5

HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S62°04'44"E	87.26'
L3	N21°14'20"E	6.04'
L4	S62°04'44"E	27.58'
L5	S27°55'16"W	9.19'
L6	S67°56'58"W	6.71'
L7	S12°05'19"E	6.71'
L8	N62°04'44"W	19.33'

RADIAL TABLE

LINE	BEARING
R9	S01°50'17"W
R10	N31°37'57"W
R11	N14°12'01"E
R12	N62°04'44"W
R13	S62°10'17"E
R14	S82°43'42"E
R15	S44°40'46"W
R16	N56°13'42"E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	292.00'	26°04'59"	132.93'	67.64'
C3	50.00'	33°28'14"	29.21'	15.03'
C4	50.00'	45°49'58"	40.00'	21.14'
C5	5.00'	103°43'15"	9.05'	6.37'
C6	10.00'	40°01'42"	6.99'	3.64'
C7	10.00'	40°01'42"	6.99'	3.64'
C8	10.00'	40°00'35"	6.98'	3.64'
C9	10.00'	40°00'35"	6.98'	3.64'
C10	38.50'	20°33'25"	13.81'	6.98'
C11	2.00'	127°24'29"	4.45'	4.05'
C12	350.00'	11°32'56"	70.55'	35.39'
C13	273.00'	28°18'26"	134.88'	68.85'

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Parcel name: M1

North: 6303.43 East : 10580.04
Line Course: N 21-14-20 E Length: 6.04
North: 6309.05 East : 10592.23
Line Course: S 62-04-44 E Length: 27.58
North: 6296.14 East : 10606.60
Curve Length: 132.93 Radius: 292.00
Delta: 26-04-59 Tangent: 67.64
Chord: 131.78 Course: S 75-07-13 E
Course In: N 27-55-16 E Course Out: S 01-50-17 W
RP North: 6554.15 East : 10743.33
End North: 6262.30 East : 10733.96
Curve Length: 29.21 Radius: 50.00
Delta: 33-28-14 Tangent: 15.03
Chord: 28.80 Course: N 75-06-10 E
Course In: N 01-50-17 E Course Out: S 31-37-57 E
RP North: 6312.27 East : 10735.56
End North: 6269.70 East : 10761.79
Curve Length: 40.00 Radius: 50.00
Delta: 45-49-58 Tangent: 21.14
Chord: 38.94 Course: N 81-17-02 E
Course In: S 31-37-57 E Course Out: N 14-12-01 E
RP North: 6227.13 East : 10788.01
End North: 6275.60 East : 10800.28
Curve Length: 9.05 Radius: 5.00
Delta: 103-43-15 Tangent: 6.37
Chord: 7.87 Course: S 23-56-21 E
Course In: S 14-12-01 W Course Out: S 62-04-44 E
RP North: 6270.76 East : 10799.05
End North: 6268.41 East : 10803.47
Line Course: S 27-55-16 W Length: 9.19
North: 6260.29 East : 10799.17
Curve Length: 6.99 Radius: 10.00
Delta: 40-01-42 Tangent: 3.64
Chord: 6.85 Course: S 47-56-07 W
Course In: N 62-04-44 W Course Out: S 22-03-02 E
RP North: 6264.98 East : 10790.33
End North: 6255.71 East : 10794.08
Line Course: S 67-56-58 W Length: 6.71
North: 6253.19 East : 10787.86
Curve Length: 6.99 Radius: 10.00
Delta: 40-01-42 Tangent: 3.64
Chord: 6.85 Course: S 47-56-07 W
Course In: S 22-03-02 E Course Out: N 62-04-44 W
RP North: 6243.92 East : 10791.62
End North: 6248.60 East : 10782.78
Line Course: S 27-55-16 W Length: 72.00
North: 6184.98 East : 10749.07
Curve Length: 6.98 Radius: 10.00
Delta: 40-00-35 Tangent: 3.64
Chord: 6.84 Course: S 07-54-58 W
Course In: S 62-04-44 E Course Out: S 77-54-41 W
RP North: 6180.30 East : 10757.90
End North: 6178.21 East : 10748.13
Line Course: S 12-05-19 E Length: 6.71
North: 6171.65 East : 10749.53
Curve Length: 6.98 Radius: 10.00
Delta: 40-00-35 Tangent: 3.64

Chord: 6.84	Course: S 07-54-58 W	
Course In: S 77-54-41 W	Course Out: S 62-04-44 E	
RP North: 6169.55	East : 10739.75	□
End North: 6164.87	East : 10748.59	□
Curve Length: 13.81	Radius: 38.50	□
Delta: 20-33-26	Tangent: 6.98	□
Chord: 13.74	Course: S 17-33-00 W	
Course In: S 62-10-17 E	Course Out: N 82-43-43 W	
RP North: 6146.90	East : 10782.64	□
End North: 6151.77	East : 10744.45	□
Curve Length: 4.45	Radius: 2.00	□
Delta: 127-24-29	Tangent: 4.05	□
Chord: 3.59	Course: S 70-58-32 W	
Course In: N 82-43-43 W	Course Out: S 44-40-46 W	
RP North: 6152.02	East : 10742.46	□
End North: 6150.60	East : 10741.06	□
Curve Length: 70.55	Radius: 350.00	□
Delta: 11-32-56	Tangent: 35.39	□
Chord: 70.43	Course: N 39-32-46 W	
Course In: N 44-40-46 E	Course Out: S 56-13-42 W	
RP North: 6399.47	East : 10987.15	□
End North: 6204.91	East : 10696.21	□
Curve Length: 134.88	Radius: 273.00	□
Delta: 28-18-26	Tangent: 68.84	□
Chord: 133.51	Course: N 47-55-31 W	
Course In: S 56-13-42 W	Course Out: N 27-55-16 E	
RP North: 6053.15	East : 10469.28	□
End North: 6294.37	East : 10597.11	□
Line Course: N 62-04-44 W Length: 19.33		□
North: 6303.43	East : 10580.03	□
□		
Perimeter: 610.37	Area: 9,440 sq.ft. 0.22 acres	□
□		
Mapcheck Closure - (Uses listed courses, radii, and deltas)		□
Error Closure: 0.00	Course: N 85-53-05 W	
Error North: 0.000	East : -0.005	□
Precision 1: 610,380,000.00		□

410.128.17
3-3-09
D. JENSEN

Exhibit 'A'

Legal Description, M2 Parcel

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH $81^{\circ}09'57''$ EAST, 383.24 FEET TO THE CENTERLINE INTERSECTION OF BONNEVILLE AVENUE AND PROMENADE PLACE; THENCE ALONG THE CENTERLINE OF PROMENADE PLACE NORTH $17^{\circ}53'58''$ EAST, 188.15 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2053.00 FEET, THROUGH A CENTRAL ANGLE OF $10^{\circ}06'52''$, AND AN ARC LENGTH OF 362.42 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH $28^{\circ}00'50''$ EAST, 578.57 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH $61^{\circ}59'10''$ WEST, 17.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, TO WHICH A RADIAL LINE BEARS NORTH $61^{\circ}59'10''$ WEST, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE, WESTERLY ALONG THE ARC OF A 5 FOOT RADIUS CURVE TO THE RIGHT, 7.85 FEET, WITH A CENTRAL ANGLE OF $89^{\circ}54'26''$, TO THE NORTHEASTERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH $62^{\circ}04'44''$ WEST, 4.99 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, 67.66 FEET, WITH A CENTRAL ANGLE OF $11^{\circ}04'36''$, TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS SOUTH $38^{\circ}59'52''$ WEST; THENCE ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT, 34.44 FEET, WITH A CENTRAL ANGLE OF $78^{\circ}55'24''$; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH $27^{\circ}55'16''$ EAST, 107.89 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT, 34.44 FEET, WITH A CENTRAL ANGLE OF $78^{\circ}55'24''$, TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH $16^{\circ}50'40''$ EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF A 350 FOOT RADIUS CURVE TO THE RIGHT, 75.84 FEET, WITH A CENTRAL ANGLE OF $12^{\circ}24'57''$, TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH $29^{\circ}15'37''$ EAST; THENCE SOUTHERLY ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT, 8.09 FEET, WITH A CENTRAL ANGLE OF $92^{\circ}43'41''$, TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF PROMENADE PLACE SAID POINT ALSO BEING A POINT OF REVERSE CURVE TO WHICH A RADIAL LINE BEARS NORTH $58^{\circ}00'42''$ WEST; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF A 1164.00 FOOT



RADIUS CURVE TO THE LEFT, 80.74 FEET, WITH A CENTRAL ANGLE OF 03°58'28"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 28°00'50" WEST, 78.89 FEET TO **THE POINT OF BEGINNING.**

PARCEL CONTAINS 15,862 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

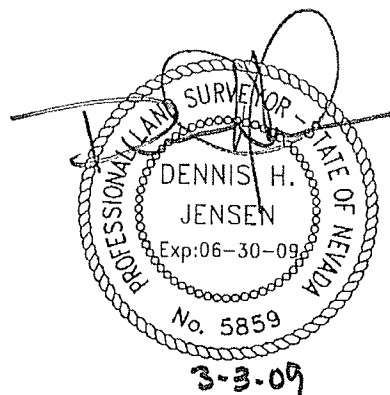
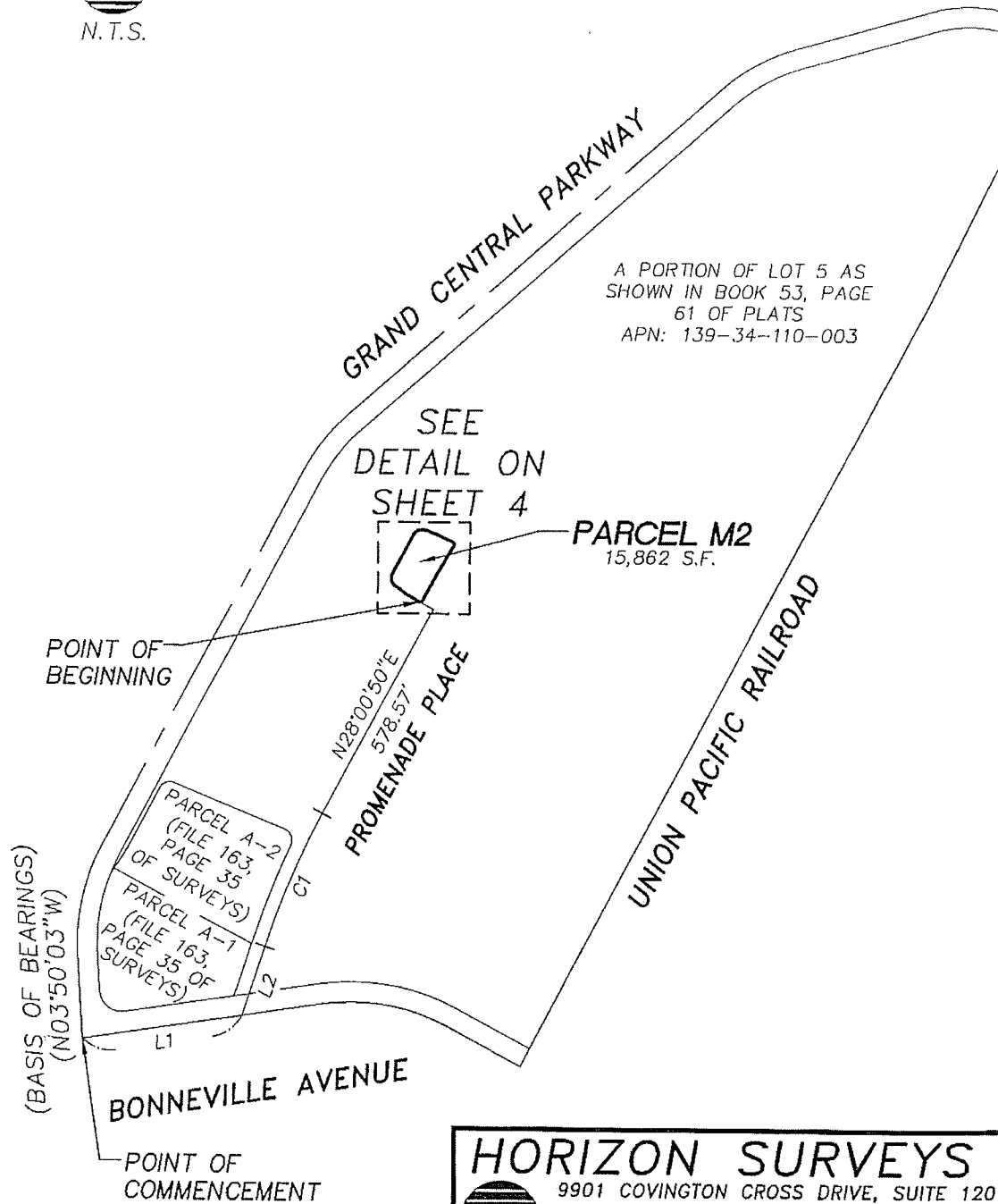
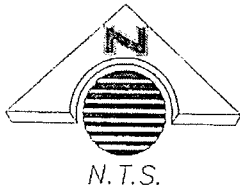


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



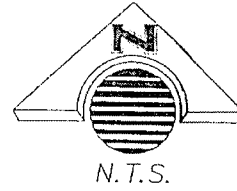
SHEET 3 OF 5

HORIZON SURVEYS

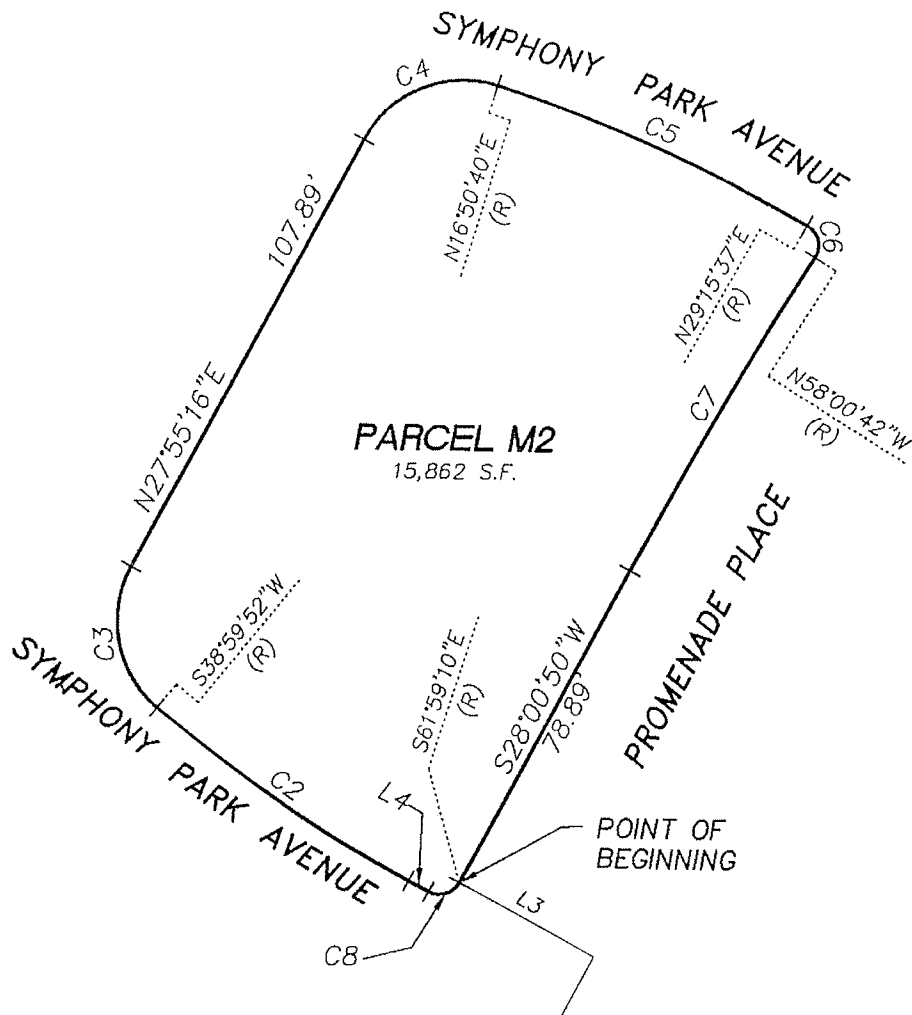


9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



DETAIL



HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N61°59'10"W	17.00'
L4	N62°04'44"W	4.99'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2053.00'	10°06'52"	362.42'	181.68'
C2	350.00'	11°04'36"	67.66'	33.94'
C3	25.00'	78°55'24"	34.44'	20.58'
C4	25.00'	78°55'24"	34.44'	20.58'
C5	350.00'	12°24'57"	75.84'	38.07'
C6	5.00'	92°43'41"	8.09'	5.24'
C7	1164.00'	3°58'28"	80.74'	40.39'
C8	5.00'	89°54'26"	7.85'	4.99'

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Parcel name: M2-Correct

North: 5882.49 East : 12643.49
Curve Length: 7.8459 Radius: 5.0000
Delta: 89-54-26 Tangent: 4.9919
Chord: 7.0653 Course: S 72-58-03 W
Course In: N 61-59-10 W Course Out: S 27-55-16 W
RP North: 5884.84 East : 12639.08
End North: 5880.42 East : 12636.74
Line Course: N 62-04-44 W Length: 4.9919
North: 5882.76 East : 12632.33
Curve Length: 67.6635 Radius: 350.0000
Delta: 11-04-36 Tangent: 33.9377
Chord: 67.5585 Course: N 56-32-26 W
Course In: N 27-55-16 E Course Out: S 38-59-52 W
RP North: 6192.02 East : 12796.22
End North: 5920.01 East : 12575.97
Curve Length: 34.4368 Radius: 25.0000
Delta: 78-55-24 Tangent: 20.5803
Chord: 31.7781 Course: N 11-32-26 W
Course In: N 38-59-52 E Course Out: N 62-04-44 W
RP North: 5939.44 East : 12591.70
End North: 5951.14 East : 12569.61
Line Course: N 27-55-16 E Length: 107.8910
North: 6046.47 East : 12620.13
Curve Length: 34.4368 Radius: 25.0000
Delta: 78-55-24 Tangent: 20.5803
Chord: 31.7781 Course: N 67-22-58 E
Course In: S 62-04-44 E Course Out: N 16-50-40 E
RP North: 6034.77 East : 12642.22
End North: 6058.69 East : 12649.46
Curve Length: 75.8440 Radius: 350.0000
Delta: 12-24-57 Tangent: 38.0709
Chord: 75.6952 Course: S 66-56-52 E
Course In: S 16-50-40 W Course Out: N 29-15-37 E
RP North: 5723.71 East : 12548.04
End North: 6029.05 East : 12719.11
Curve Length: 8.0920 Radius: 5.0000
Delta: 92-43-41 Tangent: 5.2439
Chord: 7.2374 Course: S 14-22-33 E
Course In: S 29-15-37 W Course Out: S 58-00-42 E
RP North: 6024.69 East : 12716.67
End North: 6022.04 East : 12720.91
Curve Length: 80.7434 Radius: 1164.0000
Delta: 3-58-28 Tangent: 40.3866
Chord: 80.7247 Course: S 30-00-04 W
Course In: S 58-00-42 E Course Out: N 61-59-10 W
RP North: 5405.42 East : 13708.16
End North: 5952.14 East : 12680.55
Line Course: S 28-00-50 W Length: 78.8878
North: 5882.49 East : 12643.50

Perimeter: 500.8305 Area: 15,862. S.F. 0.36 ACRES

Mapcheck Closure - (Uses listed courses and chords)

Error Closure: 0.00 Course: N 31-17-54 E

Error North: 0.000 East : 0.000

Precision 1: 493,608,000.0000

EXHIBIT B

Legal Description of Symphony Park

EXHIBIT B

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE
OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER,
A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE
CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST
QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20
SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M.,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND
BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF
SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING
OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE
NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN
ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59"
EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL
PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF
BEGINNING**; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST,
124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A
RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-
TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE
NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID
NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING
OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE
NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN
ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND
CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72
FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS
OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND
CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH
BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY
ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26
FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING**.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF
GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE
CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

EXHIBIT C

Maintenance Standards

EXHIBIT "C"

Maintenance Standards

Because of the visibility of the Park to the entire Symphony Park Neighborhood, the Park is to be professionally maintained at all times in a first-class manner. The following is not intended to be an all-inclusive list of maintenance standard requirements but rather a guideline for the major systems and operations within the Park.

Turf Care

Lawn areas are to be cut on a regular mowing schedule with industry standard aeration, reseeding and/or sodding, and weed control.

Fertilizer

Trees, shrubs, turf, and floral plantings are to be fertilized using industry standards to assure the healthiest possible condition of all plants at all times.

Irrigation

All plants and turf are to be watered on a strict schedule in accordance with seasonal and specimen requirements utilizing an automated watering system. Any breaks in the irrigation system must be repaired and/or replaced as soon as is practical.

Litter Control

Trash pick-up and disposal of trash is to be on a minimum of a daily schedule. Trash receptacles should not overflow. Daily patrolling, as needed, should be implemented to prevent trash from collecting on the ground.

Pruning

A regular industry standard pruning schedule must be employed to ensure future health of plants as well as for the safety of guests at Symphony Park. Pruning schedules should be coordinated with the Symphony Park Master Association and other property owners within Symphony Park to assure a consistent and uniform level of care in keeping with the entire master plan development.

Disease and Insect Control

A regular maintenance program must be employed to prevent insects from infecting plants and turf. In addition, a regular spraying program must be employed in order to keep pest infestation (rats, roaches, etc) to a minimum.

Snow and Ice Removal

Although this occurrence is rare in Las Vegas, snow and ice must be removed immediately from walkways, stairs, and other pedestrian ways. In addition, plants and irrigation systems should be appropriately managed for protection from such winter events.

Lighting

Lighting in the Park should be regularly maintained, including fixture cleaning and lamp replacement as needed. All expired lamps are to be replaced as soon as is practical, especially security and pathway lighting.

Surfaces

All horizontal and vertical surfaces are to be kept clean and well maintained. Regular sweeping, cleaning, washing, and power washing schedules are to be implemented. Regular maintenance of walkways, floors, and stairways is expected and painted surfaces are to be maintained such that they are free from peeling, fading, and chipping.

Repairs

Items for repair are to be repaired as soon as is practical and in accordance with their level of safety concern. Items that pose a threat to the safety and/or well-being of the public are to be secured and repaired immediately.

Inspection

A regular visual and physical inspection schedule must be implemented to assure compliance, safety, and proper operation of all systems.

Floral Planting

If seasonal floral planting is implemented, such plants are to be well maintained, including fertilizing, disease control, pruning, weeding, and replanting or removal.

Special Features:

Special features such as (but not limited to) water features, drinking fountains, sculptures, speaker systems, flag poles, nets, screens, tables, benches, play units, signs and any equipment or special facility within the park is to be maintained using the same standards as mentioned hereinabove.

EXHIBIT D

Scope of Development

EXHIBIT "D"
Scope of Development

The purpose of this project is to develop a private park on Parcels M1 and M2 at Symphony Park. The Scope of Development for the project is based upon 100% design construction documents, which were approved with conditions by the Las Vegas Planning and Zoning Commission on August 9, 2011

EXHIBIT E

Schedule of Performance

EXHIBIT "E"
Schedule of Performance

1. All permits secured necessary to commence construction on or before October 30, 2011
2. Commencement of construction of the Park on or before November 1, 2011
3. Certificate of Occupancy for Park on or before February 29, 2012
4. Grand Opening of Park on or prior to grand opening of The Smith Center for the Performing Arts but not later than March 5, 2012

EXHIBIT F

PEMA