#### EXCHANGE AGREEMENT

This Agreement for Exchange of Real Property ("Agreement") is made as of the 21st day of November 2023, by and between Hamid Moradi, trustee of The Moradi Hakimian Revocable Living Trust dated June 14, 2013, (hereinafter called "MORADI") and COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter called "COUNTY"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

#### RECITALS

- A. Pursuant to Section 244.276 of the Nevada Revised Statutes ("NRS"), the County may buy, sell or exchange property when deemed necessary or proper and in the best interest of the County to establish, align or realign the streets, alleys, avenues or other thoroughfares, or portions thereof, within the County's limits and jurisdiction;
- B. MORADI is the owner of approximately 2.50 acres of property, described on the attached Exhibit "A" and depicted on the attached Exhibit "B", together with all easements, rights of way, hereditaments and appurtenances thereto hereinafter referred to as ("MORADI PROPERTY");
- C. The COUNTY desires the MORADI PROPERTY for the Fort Apache Road between Blue Diamond Road and Warm Springs Road project ("Project");
- D. The COUNTY is the owner of approximately 2.06 acres of undeveloped property, described on the attached Exhibits "A2" and "A3" and depicted on the attached Exhibits "B2" and "B3", together with all easements, rights of way, hereditaments and appurtenances thereto hereinafter referred to as ("COUNTY PROPERTY");
- E. MORADI has agreed to pay \$154,958 and convey to the COUNTY all rights, title and interest in the property described as the MORADI PROPERTY in exchange for the COUNTY conveying its right, title and interest in the COUNTY PROPERTY described on the attached Exhibits "A2" and "A3" subject to existing easements;
- F. The Parties acknowledge that the Exchange is appropriate, necessary and proper in connection with the Project; and
- G. The intent of this Agreement is to eliminate any and/or all claims between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MORADI and the COUNTY agree as follows:

## ARTICLE 1: EXCHANGE/PROPERTY

1.1 Exchange. Subject to the additional terms and conditions set forth below, and upon approval of this Agreement by the Board of County Commissioners for COUNTY, MORADI agrees to convey by grant, bargain, sale deed to the COUNTY the MORADI PROPERTY free and clear of all liens and encumbrances together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto, in exchange for the COUNTY conveying by quit claim deed to MORADI the COUNTY PROPERTY, together with all and singular rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereunto belonging or appertaining thereto subject to any and all restrictions on

abutment rights, appurtenant to the adjacent remaining property of the COUNTY and subject to existing easements.

- 1.2 <u>Value.</u> The fair market value of the MORADI PROPERTY is \$1,905,750, as determined by an appraiser certified in the State of Nevada as a general land appraiser. The fair market value of the COUNTY PROPERTY is \$2,060,708, as determined by an appraiser certified in the State of Nevada as a general land appraiser.
- 1.3 <u>Compensation</u>. MORADI has agreed to pay the COUNTY the sum of \$154,958 in addition to conveying the MORADI PROPERTY to the COUNTY at closing.

## ARTICLE 2: PROPERTY INSPECTION AND ACCEPTANCE

2.1 <u>Inspection.</u> Each Party has had the opportunity to inspect the property which it will acquire in the exchange contemplated herein and has determined that such property is acceptable.

# **ARTICLE 3: CLOSING**

- 3.1 Related Closing Cost. The agreement contemplated herein shall be effective upon the signing by MORADI and approval by the Board of County Commissioners for COUNTY.
  - (a) All costs, fees, and expenses in connection with transfer of the MORADI PROPERTY and the COUNTY PROPERTY, including but not limited to the closing cost, escrow cost, attorneys' fees and costs, title fees, transfer fees and taxes, and/or other taxes, and the recording of the conveyance of the MORADI PROPERTY and the COUNTY PROPERTY shall be paid by MORADI. Any cost required to perfect MORADI's title to the MORADI PROPERTY shall also be paid by MORADI. Any cost to perfect the rights in the COUNTY PROPERTY shall also be paid by MORADI. All property taxes shall be brought current by MORADI through the close of escrow.
  - (b) MORADI, at its sole cost and expense, shall obtain an A.L.T.A. owner's policy on the MORADI PROPERTY for at least the value of the MORADI PROPERTY. If MORADI desires, it may obtain, at its sole cost and expense, title insurance on the COUNTY PROPERTY.
  - (c) Any additional documents that either Party may reasonably require for the proper consummation of the transaction contemplated by this Agreement shall be executed and delivered to the representatives respectively.
- 3.2 **Possession.** Possession of the properties will be transferred upon recording of the Deeds.

# ARTICLE 4: DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 4.1 <u>"AS IS" Condition.</u> Except as expressly stated herein, each property is being conveyed in its AS IS Condition without representation or warranty except as to title. Each Party is relying upon its own experience and expertise in evaluating the property and its fitness for Party's intended use.
- 4.2 <u>No Warranties.</u> No warranties or representations are made as to the suitability of the COUNTY PROPERTY

#### **ARTICLE 5: MISCELLANEOUS**

- 5.1 Close of Escrow. The transfer of marketable and insurable title to the MORADI PROPERTY from MORADI to the COUNTY, and to the COUNTY PROPERTY from the COUNTY to MORADI, shall occur forty-five (45) days after the approval of this Agreement by the Board of County Commissioners for COUNTY (the "Closing Date") or as otherwise agreed to by the Parties in order for the Parties to comply with all the terms and conditions of this Agreement. On or before the Closing Date, MORADI shall deposit all sums and a grant, bargain sale deed conveying to COUNTY the MORADI PROPERTY into escrow ("Escrow") with Chicago Title of Nevada, Inc. (the "Title Company"), together with a State of Nevada Declaration of Value related thereto. On or before the Closing Date, the COUNTY shall deposit into Escrow a quitclaim deed conveying to MORADI the COUNTY PROPERTY, together with a State of Nevada Declaration of Value related thereto. If required by the Title Company, the Parties shall execute such Escrow instructions to effectuate the terms, covenants and conditions of this Agreement. On the Closing Date, the Parties agree to execute, acknowledge and deliver to the other such deeds, assignments, conveyances, transfers and other instruments and documents and to perform such acts as the other shall require for the perfecting, assuring, conveying, assigning, transferring and conferring unto the other the property and rights herein conveyed or assigned.
- 5.2 <u>Commissions.</u> Each Party represents and warrants to the other that no broker is involved or entitled to any commission in connection with the transaction which is contemplated herein.
- 5.3 <u>Costs.</u> MORADI shall pay for all costs associated with the consummation of the exchange, including, but not limited to, title report fees, transfer taxes, all closing costs and title insurance fees.
- 5.4 MORADI does hereby agree to indemnify, defend and hold harmless the Indemnification. COUNTY, its officers and employees, from all losses, damages, delay damages, fines, liability, claims, construction claims, demands, causes of action, costs, expenses, judgment, reasonable costs of investigation, reasonable attorney's fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses, and all court, arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or from damage to, loss, or destruction claims relating to any property whatsoever, when such loss, damage, fine, liability, claim, demand, cause of action, cost and/or judgment is allegedly caused, caused by, arising out of or relating to the performance and/or nonperformance of the terms and provisions of this Agreement and/or in connection with the rights and obligations set forth in this Agreement and the closing documents, including, but not limited to, the exchange of property pursuant to this Agreement, or based on, arising out of or in connection with any property interests obtained under this Agreement by MORADI, or based upon arising out of or in connection with the exercise by MORADI of any right, privilege or authority granted in this Agreement or based upon, arising out of or in connection with any claim, action or demand brought by an other entity or person against the COUNTY, for the exchange of the property to MORADI, including but not limited to, any challenges to the legality or validity of the exchange or of this Agreement.

MORADI shall indemnify, defend and hold harmless the COUNTY, as set forth in this Section 5.4, even if the allegations, claims or causes of action are groundless, false or fraudulent. This section 5.4 survives termination and/or completion of this Agreement.

At its option, the COUNTY may elect to hire an attorney or attorneys to defend the COUNTY, its officers, employees and/or agents from any of the above claims, causes of action, suits, negotiation of settlements and/or arbitration. If the COUNTY exercises this option, MORADI agrees that MORADI remains subject to all indemnification obligations as set forth above in this Section

including, but not limited to, paying all costs, attorneys fees, costs of suit, costs of appeal, and expert witness fees. The COUNTY may at any time compromise or settle any claim, cause of action, suit, and/or arbitration if COUNTY provides the settlement or compromise amount. If MORADI fails to indemnify or defend the COUNTY and it is determined that the COUNTY is legally liable to the party with whom settlement was made or in whose favor judgment was rendered and the amount to be paid or was paid is reasonable, then MORADI is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Section 5.4. MORADI agrees, within thirty (30) days of receipt of billing(s) from the COUNTY to pay all reasonable attorney's fees incurred by the COUNTY in defense of such claims or other legal actions in addition to those items listed above.

- 5.5 <u>Severability.</u> If any portion of this Agreement is found to be invalid, all other terms and conditions of this Agreement remain in effect.
- 5.6 <u>Jurisdiction</u>. In the event of any dispute between the Parties arising, at law or in equity, in connection with this Agreement, the Parties agree that such dispute will be litigated in any court of competent jurisdiction in Clark County, Nevada. This Section 5.6 survives the Closing and/or termination and/or completion of this Agreement.
- 5.7 <u>Successors in Interest</u>. The terms, provisions, covenants and conditions of this Agreement shall apply to, bind and inure to the benefit of, the heirs, executors, administrators, legal representatives, successors and successors in interest of the Parties. This Section 5.7 survives the Closing and/or termination and/or completion of this Agreement.
- Parties Bound. This Agreement and all provisions hereof, including, without limitation, all representations and warranties made hereunder, shall extend to be obligatory upon and inure to the benefit of the heirs, executors, administrators, legal representatives, respective successors and assigns of the parties hereto. Neither party shall assign this Agreement without the prior written consent of the other party, and any attempted assignment in violation of this provision shall be void. No assignment by either party shall relieve such party of any obligation under this Agreement whether arising before or after such assignment. This Agreement represents that the person(s) executing the subject Agreement has full authority to enter into this Agreement. However, in the event that such authority does not exist, this Agreement will be void and the properties identified herein will automatically revert to the respective parties.
- 5.9 **Headings.** The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.
- 5.10 <u>Governing Law</u>. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Nevada.
- 5.11 <u>Survival</u>. The provisions of this Agreement that contemplate performance after the recording shall survive the recording and shall not be deemed to be merged into or waived by the instruments of the recording.
- 5.12 **No Third-Party Beneficiary**. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary.
- 5.13 Entirety and Amendments. This Agreement and attachments embody the entire agreement between the parties and supersedes all prior agreements and understandings relating to each Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

- 5.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the Parties may execute and exchange by electronic mail and or facsimile counterparts of the signature pages.
- 5.15 <u>Time.</u> Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.
- 5.16 <u>Interpretation</u>. It is the Parties' intent that this Agreement be deemed to have been prepared by all of the Parties hereto and that no Party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law. This Section 5.16 survives the Closing and/or termination and/or completion of this Agreement.
- Maiver of Reacquisition Rights. Any and all reversion rights or other rights to purchase or otherwise reacquire the MORADI PROPERTY or any part thereof or interest therein or to have such MORADI PROPERTY or any part thereof or interest therein reconveyed to MORADI, or its heirs, successors or assigns, upon a subsequent sale, exchange or other transfer of such MORADI PROPERTY or any part thereof or interest therein, whether such rights exist under NRS Chapter 37, NRS Chapter 244 (including without limitation, NRS 244.276 or NRS 244.290) or any other statute or provision of Nevada law (collectively, the "Reacquisition Rights"), which Reacquisition Rights, in consideration of the additional sum of Ten and No/100th Dollars (\$10.00) in hand paid to MORADI by the County, the receipt and sufficiency of which consideration are hereby acknowledged, are hereby waived, released and forever discharged by MORADI, on behalf of itself and its heirs, successors and assigns.
- Reversion. If it is ever determined by a court of competent jurisdiction that the COUNTY 5.18 PROPERTY should be allocated and/or transferred to any party other than MORADI, or was not transferred in accordance with the law, then this Agreement shall, to the extent of such determination, become void and the following shall occur: (i) the COUNTY PROPERTY shall immediately and automatically revert back to the COUNTY, without liability and cost to the COUNTY except the COUNTY agrees to return the sum of \$154,958 paid by MORADI to COUNTY; and (ii) if requested by the COUNTY in writing all or a portion of the MORADI PROPERTY shall remain in the name of the COUNTY and the COUNTY will commence condemnation or acquire the MORADI PROPERTY of which it desires to retain ownership within 180 days of the final adjudication by the Court. In the event of such a reversion back to the COUNTY, MORADI agrees, at MORADI's sole cost and expense, to remove any and all improvements on the COUNTY PROPERTY constructed by or on behalf of MORADI, including physical improvements, and to reconvey the COUNTY PROPERTY to the COUNTY in the same condition it was conveyed under this Agreement and free of all liens, restrictions, conditions, covenants, exceptions and encumbrances other than the Permitted MORADI Exceptions. In the event of such a reversion back to MORADI, COUNTY agrees, at its sole cost and expense, to remove any and all improvements on the MORADI PROPERTY constructed by or on behalf of COUNTY, including physical improvements, and to reconvey the MORADI PROPERTY to MORADI in the same condition it was conveyed under this Agreement.
- 5.19 <u>Authority to Execute</u>. Each individual executing this Agreement hereby represents and warrants that such individual has the full power and authority to bind the Party on whose behalf he or she is executing this Agreement. This Section 5.19 survives the Closing and/or termination and/or completion of this Agreement.
- 5.20 <u>Discharge of Liens</u>. If, prior to the Closing Date, any liens (other than Permitted COUNTY Exceptions) should attach to the MORADI PROPERTY as a result of MORADI's actions or inactions, MORADI shall, at its sole cost and expense, cause the liens to be promptly discharged

after receiving written notice of such liens. If, prior to the Closing Date, any liens should attach to the COUNTY PROPERTY (other than Permitted MORADI Exceptions) as a result of the COUNTY's actions or inactions, the COUNTY shall, at its sole cost and expense, cause the liens to be promptly discharged after receiving written notice of such liens. This Section 5.20 survives the Closing and/or termination and/or completion of this Agreement.

- 5.21 <u>Construction</u>. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement 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 Agreement or any exhibits or amendments hereto.
- 5.22 <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Pacific Time.
- Notices. Every and all notices required hereunder shall be given by personal service, facsimile or by deposit in United States mail, postage prepaid, express, certified or registered, return receipt requested. Service shall be conclusively deemed made upon the date of delivery of the notice (if by personal service), the date the facsimile is sent and confirmation of receipt is received by the sender (if by facsimile) or the date of execution of the return receipt or the date upon which the postal authorities first attempt delivery (if by United States mail). Notices shall be sent to the Parties at the following addresses; provided, however, either Party may change its address by written notice to the other Party.

If to County:

Denis Cederburg

Director

Clark County Public Works 500 S. Grand Central Parkway Las Vegas, Nevada 89155 Facsimile: (702) 455-6040

With a Copy to:

Ashley Balducci, Esq. Deputy District Attorney 500 S. Grand Central Parkway Las Vegas, Nevada 89155 Facsimile: (702) 382-5178

If to Moradi:

Moradi-Hakimian Revocable Living Trust etal

Moradi Hamid Trs 14 Sugarberry Lane Las Vegas, NV 89135

Facsimile:

\*\* SIGNATURES AND NOTARY APPEAR ON THE FOLLOWING PAGE\*\*

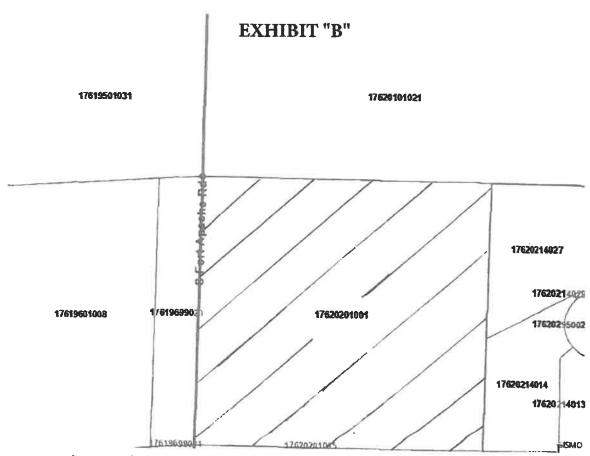
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

COUNTY: COUNTY OF CLARK, a political subdivision of the State of Nevada	MORADI: Hamid Moradi, trustee of The Moradi Hakimian Revocable Living Trust dated June 14, 2013
By:  James B. Gibson, Chairman Board of County Commissioners	Signature: Hamid Moradi
ATTEST:	
Lynn Marie Goya, County Clerk	
APPROVED AS TO FORM:  By No. 16323 for  Ashley Balducci  Deputy District Attorney	
STATE OF NEVADA ) ) ss. COUNTY OF CLARK )	
On this day of Chosee  Name(s) of Signer(s) personally known or proven to me to be the person instrument, who acknowledged that he/she/they execut	
{Notary Stamp}	The state of the s
SARAH JAMES-FELTON NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 04-05-27 Certificate No: 98-3498-1	Signature of Notarial Officer

# EXHIBIT "A"

The Northwest Quarter (NW ½) of the Northwest Quarter (NW ½) of the Southwest Quarter (SW ½) of the Northwest Quarter (NW ½) of Section 20, Township 22 South, Range 60 East, M.D.B. & M., Clark County, Nevada.

Assessor's Parcel Number: 176-20-201-001



The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 07/21/2023

# Property Information

Parcel: 17620201001

Owner Name(s): HAKIMIAN MORADI REVOCABLE LIV

TR

Site Address: 0

 Jurisdiction:
 Clark County - null

 Zoning Classification:
 Local Business (C-1)

 Planned Landuse:
 Corridor Mixed-Use (CM)

Misc Information

Subdivision Name: null

Lot Block: Construction Year:

 Sale Date:
 07/2020
 T-R-S:
 22-60-20

 Sale Price:
 \$56,000
 Census tract:
 5857

 Recorded Doc Number:
 20200708 00002087
 Estimated Lot Size:
 2.5

Flight Date: 2023-06-05

**Elected Officials** 

Commission: F - Justin Jones (D) City Ward:

US Senate: Jacky Rosen, Catherine Cortez-Masto US Congress:

State Senate: 9 - Melanie Scheible (D) State Assembly: 9 - Steve Yeager (D)

School District: Irene Bustamante Adams

University Departs Bustamante Adams

3 - Susie Lee (D)

School District: Irene Bustamante Adams University Regent: 8 - Michelee "Shelly Crawford" Crawford

Board of Education: 3 - Felicia Ortiz Minor Civil
Division: Las Vegas

## **EXHIBIT "A2"**

# Legal Description APN: 125-20-803-016

Page 1 of 3

A portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 20, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as described in that certain Grant, Bargain, Sale Deed recorded in Book 970709, Instrument 01727, on file in the Official Records of the Clark County Recorder, more particularly described as follows:

COMMENCING at the northeast corner of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 20;

Thence South 0°13' 06" West along the east line of that parcel conveyed to Clark County, Nevada as described in aforementioned Grant, Bargain, Sale Deed on file with said Recorder, a distance of 523.70 feet, to a point on the south right-of-way line of that previously dedicated portion of the Las Vegas Beltway as shown and described in that certain Dedication document as Exhibit "A-11" recorded in Book 20040323, Instrument 02092 on file with said Recorder, said point also being the **POINT OF BEGINNING**;

Thence continuing South 0°13' 06" West, along said east line, 81.69 feet to a point on the north right-of-way line of Centennial Parkway as shown and described in that previously dedicated right-of-way described as Area 2 in that certain DEDICATION IN FEE recorded in Instrument Number 20200622-0001152, on file with said Recorder;

Thence South 89°30'25" West, along said north right-of-way line, 458.23 feet to the west line of that parcel conveyed to Clark County, Nevada as described in aforementioned Grant, Bargain, Sale Deed;

Thence North 0°07'53" East along said west line, 155.42 feet to a point on the south right-of-way line of aforementioned Las Vegas Beltway, and the beginning of a non-tangent curve, concave northerly, having a radius of 8200.00 feet;

A radial line to said point bears South 10°16'49" West;

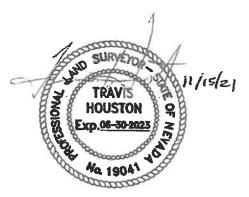
Thence along said curve to the left through a central angle of 3°14'19", an arc length of 463.50 to the **POINT OF BEGINNING**;

**EXCEPTING THEREFROM** any and all abutter's rights and access rights along and across the Control of Access Line as shown on EXHIBIT "B2", attached hereto and made a part hereof.

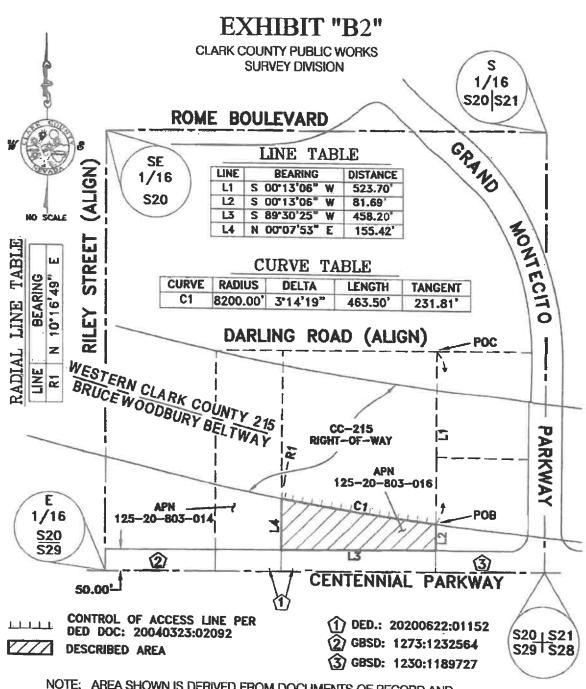
## **BASIS OF BEARING**

North 89°30'25" East, being the bearing of the south line of the Southeast Quarter of (SE 1/4) of Section 20, Township 19 South, Range 60 East, M.D.M., as shown in File 123, Page 82 of Surveys on file in the Official Records of the Clark County Recorder, Clark County Nevada.

This description was prepared by the Clark County Surveyor's Office from documents of record and does not constitute the results of a field survey made for that purpose. See **EXHIBIT** "B2" attached hereto, and by this reference made a part hereof.



Travis Houston, P.L.S. Nevada Certificate No. 19041 Clark County Surveyor's Office



NOTE: AREA SHOWN IS DERIVED FROM DOCUMENTS OF RECORD AND DOES NOT CONSTITUTE THE RESULTS OF A FIELD SURVEY.

OWNER:

PARCEL NUMBER:

SECTION, TOWNSHIP, RANGE:

TOTAL AREA: REFERENCES: CLARK COUNTY (PUBLIC WORKS)

125-20-803-016

SECTION 20, TOWNSHIP 19 SOUTH PRANGE 60 EAST, M.D.M.

53 316 SQUARE FEET (1.22 ACRES) MORE OR LESS

FILE 89 PAGE 03 OF SURVEYS; R-O-W: 20040323:02092

FILE 123 PAGE 82 OF SURVEYS: GBSD: 19970709:01727

PAGE <u>3</u> OF <u>3</u>

# **EXHIBIT "A3"**

# Legal Description APN 125-20-803-014

Page 1 of 3

A portion of the East Half (E½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 20, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as described in that certain Grant, Bargain, Sale Deed recorded in Book 961231, Instrument 00378, on file in the Official Records of the Clark County Recorder, more particularly described as follows:

COMMENCING at the southwest corner of said East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 20;

Thence North 00°07'53" East, along the westerly line of said East Half (E ½), a distance of 50.00 feet to the north right-of-way line of that previously dedicated portion of Centennial Parkway as Area 1 in that certain DEDICATION IN FEE document recorded in Instrument 20200622-0001152, on file with said Recorder, also being the **POINT OF BEGINNING**;

Thence continuing North 00°07'53" East, along said westerly line, 197.32 feet to a point on the southerly right-of-way line of that previously dedicated portion of the Las Vegas Beltway as shown and described in that certain Dedication document as Exhibit "A-10", recorded in Book 20040323, Instrument 02092, on file with said Recorder, also being the beginning of a non-tangent curve, concave northeasterly, having a radius of 8200.00 feet;

A radial line to said point bears South 11°44'52" West:

Thence along said curve and said southerly right-of-way line to the left, through a central angle of 1°28'03", an arc length of 210.02 feet to the east line of that parcel conveyed to Clark County, Nevada as described in the aforementioned Grant, Bargain, Sale Deed;

Thence South 00°07'53" West, departing said southerly right-of-way line and along said east line, 155.42 feet to said north right-of-way line of Centennial Parkway;

Thence South 89°30'25" West along said north right-of-way line, 206.27 to the **POINT OF BEGINNING**;

**EXCEPTING THEREFROM** any and all abutter's rights and access rights, along and across the Control of Access Line as shown on EXHIBIT "B3" attached hereto and made a part hereof.

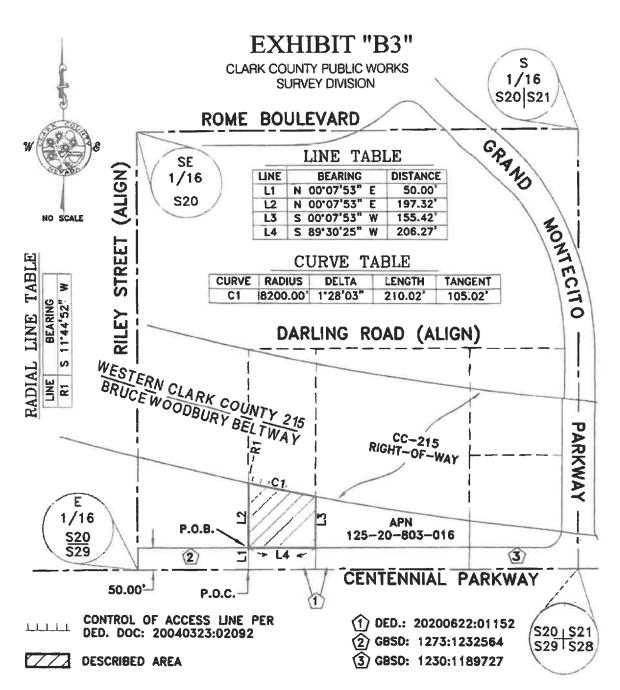
# **BASIS OF BEARING**

North 89°30'25" East, being the bearing of the south line of the Southeast Quarter of (SE 1/4) of Section 20, Township 19 South, Range 60 East, M.D.M., as shown in File 123, Page 82 of Surveys on file in the Official Records of the Clark County Recorder, Clark County Nevada.

This description was prepared by the Clark County Surveyor's Office from documents of record and does not constitute the results of a field survey. See **EXHIBIT** "B3" attached hereto and by this reference made a part hereof.



Travis Houston, P.L.S. Nevada Cerlificate No. 19041 Clark County Surveyor's Office



NOTE: AREA SHOWN IS DERIVED FROM DOCUMENTS OF RECORD AND DOES NOT CONSTITUTE THE RESULTS OF A FIELD SURVEY.

OWNER:

PARCEL NUMBER:

SECTION, TOWNSHIP, RANGE:

TOTAL AREA: REFERENCES: CLARK COUNTY (PUBLIC WORKS)

125-20-803-014

SECTION 20 TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

36 280 SQUARE FEET (0.83 ACRES) MORE OR LESS

FILE 123 PAGE 82 OF SURVEYS: R-O-W: 20040323:02092:

GBSD: 19961231:00378

PAGE <u>3</u> OF <u>3</u>