

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this 18TH day of April, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and EXBER, INC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$75,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of seventy-five thousand dollars (**\$75,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending

proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice.

In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement 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 Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

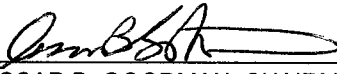
SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner 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. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on 4/18, 2007 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").


Date of Agency Approval:

April 18, 2007.

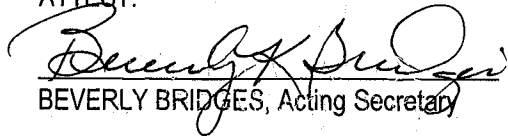
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: 
OSCAR B. GOODMAN, CHAIRMAN
"Agency"


APPROVED AS TO FORM:

 4/9/07
Counsel to the Agency Date

ATTEST:


BEVERLY BRIDGES, Acting Secretary

EXBER, INC.

By: 
JOHN D. GAUGHAN
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

H

NO 338499
RECORDED AT THE REQUEST OF
Bank of Nevada
FEB 7 4 43 PM 63
OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HOEN, RECORDER
FEE \$ 2.00 DEPUTY

INDEXED M. A.

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Proof of Ownership

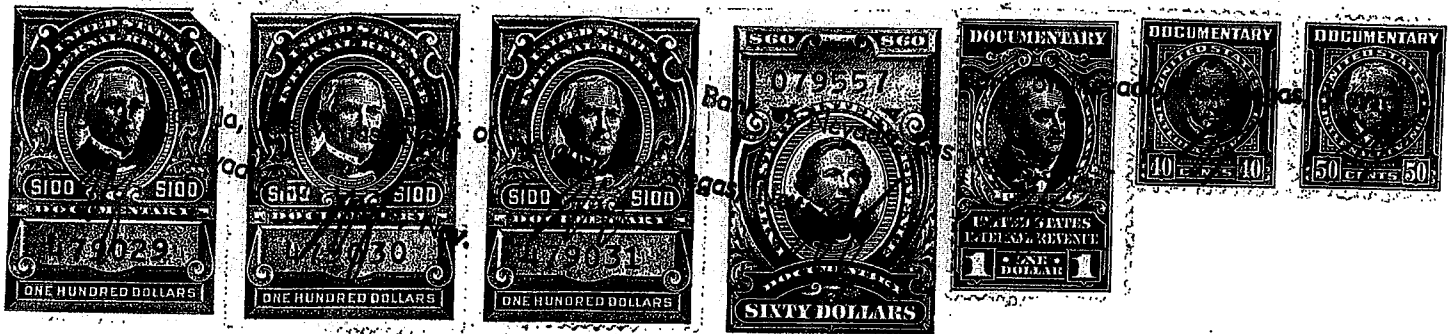
GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That J. K. Houssels, Sr.

in consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to John D. Gaughan

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)



ORIGINAL IN SAFE

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

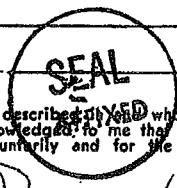
Witness my hand this 1st day of January, 1963

J. K. Houssels, Sr.

STATE OF Clark }
County of Clark }

On this 1st day of January, 1963

personally appeared before me, a Notary Public in and for said County and State, J. K. Houssels, Sr.



known to me to be the person described who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Richard Rapp
Notary Public in and for said County and State.

My Commission expires April 19 1966

ESCROW NO. 25-611
WHEN RECORDED MAIL TO: Bank of Nevada, Trust Dept, P. O. Box 1720, Las Vegas, Nevada

GRANT, BARGAIN, SALE DEED

THIS INSTRUMENT WITNESSETH That Hotel Cortez Co (who acquired title to a portion of the premises hereinafter described as Hotel Cortez Company, Inc.)

in consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Exber Inc., a Nevada Corporation

All that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

as per Exhibit "A" attached hereto and made appert hereof

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Witness my hand this 25th day of April 1972

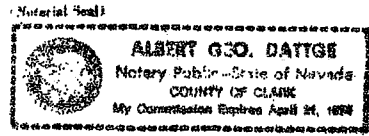
STATE OF NEVADA }
COUNTY OF Clark } ss.

HOTEL CORTAZ CO
By John D. Gaughan, President

On April 25, 1972
personally appeared before me, a Notary Public,
John D. Gaughan

who acknowledged that he executed the above instrument.

Signature: *Albert G. Dattge*
(Notary Public)



RECORDED NO. _____ RECORDER'S
ORDER NO. _____ INSTRUMENT NO. _____
WHEN RECORDED MAIL TO: EXBER INC P O BOX 670
Las Vegas, Nevada
ATT: JOHN D GAUGHAN 84101

EXHIBIT A

ALL ARE in the City of Las Vegas, County of Clark,
State of Nevada, further described as follows:

PARCEL 1

A portion of Lots Sixteen (16) and Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, and a portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 6 in Block 3 of said Buck's Subdivision, thence North 62°15' West along the South line of said Lot 6 and along the South line of Lot 17 in Block 7 of said Hawkins Addition, a distance of 75 feet to the Southwest corner of the parcel of land conveyed by Earl M. Dobbs and wife, to the American Baptist Home Mission Society by Deed dated and recorded May 28, 1923, in Book 9 of Deeds, page 284, Clark County, Nevada records, being the true point of beginning; thence North 27°45' East along the West line of the parcel of land so conveyed to the American Baptist Home Mission Society, a distance of 67.97 feet to a point on the boundary of said Buck's subdivision and said Hawkins Addition, thence continuing along the West line of the parcel so conveyed to the American Baptist Home Mission Society North 26°27' East, a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Phillip Buck and Lucy Buck, his wife, to Peter Buel, by Deed dated April 15, 1914 and recorded May 27, 1921, in Book 7 of Deeds, page 407, Clark County, Nevada records; thence North 63°31' West along the South line of the parcel of land so conveyed to said Peter Buel a distance of 32.85 feet to a point on the West line of said Buck's Subdivision; thence North 0°09'33" West along the West line of said Buck's Subdivision a distance of 22.68 feet to the Northwest corner of said Lot 6 in Block 3 of Buck's Subdivision, said point being the Northeast corner of Lot 17 in Block 7 of said Hawkins Addition; thence North 62°15' West along the North line of said Lot 17 a distance of 20.41 feet to the Northwest corner of said Lot 17; thence South 27°45' West along the West line of said Lot 17 a distance of 20 feet to the Northeast corner of Lot 16 in Block 7 of said Hawkins Addition; thence North 62°15' West along the North line of said Lot 16 a distance of 10 feet to the Northeast corner of the parcel of land conveyed by Colorado River Exploration Co., Ltd., a corporation, to Marlon B. Hicks, Trustee, by deed dated May 16, 1940 and recorded May 23, 1940, in Book 27 of Deeds, at page 16, Clark County, Nevada records; thence South 27°45' West along the East line of the parcel of land so conveyed to said Marlon B. Hicks, Trustee, a distance of 130 feet to a point in the South line of said Lot 16; thence South 62°15' East along the South line of Lots 16 and 17, in Block 7 of said Hawkins Addition, a distance of 73.86 feet more or less, to the true point of beginning.

All of Lots 8, 9, 10, 11, 12, 13, 14, 15 and the West 25 feet of Lot 16, in Block 7 of Hawkins Addition as per plat thereof on file in Book of Plats, page 40, Clark County, Nevada records.

Parcel 2. Being Lots One (1) to Five (5) inclusive and the North 20 feet of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

Together with these portions of Vacated Alley, as to all of the above described premises:

Parcel 3. All of Lot 2, the South 61.23 feet and the West 32.75 feet of Lot Six (6), in Block Three (3) of aforesaid Buck's Subdivision and Irregular Lots One (1) to Seven (7), inclusive in aforesaid

Hawkins Subdivision

Together with any portion of Vacated Alley

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North $63^{\circ}33'$ West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $62^{\circ}15'$ West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North $27^{\circ}45'$ East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $26^{\circ}27'$ East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South $63^{\circ}33'$ East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South $26^{\circ}27'$ West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO 338499
RECORDED AT THE REQUEST OF

Bank of Nevada

FEB 7 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE \$ 2.00 DEPUTY

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EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.