

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of December, 2004, by and between the CITY OF LAS VEGAS (hereinafter referred to as "Lessor"), and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS (hereinafter referred to as "Lessee"), for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 1040 West Owens Avenue in Las Vegas, Nevada; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office and canopy-covered space in and around the building that is situated on the above referenced property, which space consists of approximately 30,840 square feet; and

WHEREAS, Lessee, intends to have Tenant, a department of the State of Nevada, occupy the leased space referred to above.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

ONE. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the above-described 30,840 square feet and that parking lot located at 1621 J Street, in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). The Premises are depicted by map in Exhibit A. The above-mentioned parking lot is legally described in Exhibit B and Exhibit C.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

TWO. TERM OF LEASE. Unless earlier terminated in accordance with Section Thirty-Five hereof, and subject to the renewal provisions contained in Section Thirty-Four hereof, this Lease shall be for a term of three years, beginning, on the Commencement Date, as defined in Section Three, and ending three years thereafter, except that if the Commencement Date is a date other than the first day of a calendar month, the term shall end on the last day of that calendar month, three years thereafter. As soon as the Commencement Date is determined, Lessor shall give Lessee written notice confirming the Commencement Date and the date the Lease term ends. It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Executive Branch, the Nevada State Legislature and/or the Federal Government limits, restricts or impairs Tenant's funding or ability to satisfy its rental payment obligation as set forth in Section Four. Tenant, on behalf of Lessee, shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to Lessor thereafter under this Lease or for the Premises. The Lessor shall retain its other remedies, which are provided in the Lease, but the Lessor shall have no rights to collect any further rents from Tenant. Proof by Tenant of a diminution in Federal or State funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting Federal or State documents are furnished to Lessor or if the Executive Director of Tenant provides his Affidavit that such funding or other limiting eventuality has occurred.

THREE. COMMENCEMENT DATE. This Lease shall be effective upon execution subject to approval by the State Board of Examiners and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent, shall be February 1, 2005, unless later approved by the State Board of Examiners.

FOUR. RENT. Throughout the term of this Lease, the Tenant, on behalf of Lessee, shall be required to make all rental payments to Lessor. Tenant agrees to pay to Lessor, as and for minimum rent for the Premises, the sum of TWENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$27,756) per month, calculated at \$0.9000 per square foot per month, without demand, offset or reduction (except as outlined in Sections Six, Eighteen and Nineteen below), payable monthly in advance to Lessor at the address set forth on each statement. Additionally, this monthly rental rate will increase annually on each anniversary of the Commencement Date by THREE PERCENT (3%) such that the rental payments follow the subsequent schedule:

Year 1	\$ 0.9000	\$ 27,756.00	2005
Year 2	\$ 0.9270	\$ 28,589.00	2006
Year 3	\$ 0.9548	\$ 29,446.00	2007

The minimum rent for any calendar month, if not paid by the 15th day of the month that begins that period, is subject to a 5% late charge, which must be included with any late payment. Within 10 days after the Commencement Date, Tenant shall pay to Lessor, on a prorated basis, any additional amounts that represent minimum rent attributable to the period of time between the Commencement Date and the first day of the next calendar month.

FIVE. UTILITIES AND SERVICES. Lessor shall furnish the Premises, during the Lease term, with one or more heating and air conditioning systems that are sufficient therefore. Lessee shall provide and pay for all utilities and custodial services for the Premises during the Lease term, including any and all telephone services that it may require. Furthermore, Lessee will pay the cost of quarterly testing and inspection of the fire sprinkler system. The Lessor will make arrangements for a full time general security guard during normal working hours (8 a.m. - 5 p.m.). This guard will be assigned to the Welfare Office.

SIX. REPAIRS AND MAINTENANCE. Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee, Tenant or any of its or their invitees, provided that said maintenance costs paid by the Lessor shall not exceed \$10,000 in any given lease year, including repairs to sewer lines, water lines, roofing, and the common areas (which includes the customer parking area). Lessee agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. Lessor agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to Lessee or Tenant. Any substantial impairment of the use or enjoyment of the Premises by reason of Lessor's repair or maintenance work shall entitle the Lessee to a proportionate abatement or reduction in rent, with the adjustment to be made in the next succeeding monthly rent payment.

SEVEN. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of Tenant in serving its clients, it being understood by Lessee that the nature of

such use qualifies the Lessor to use federal funds for the renovation of the Premises. Except as expressly consented to in writing by Lessor, such consent being necessary to ensure the proper use of the federal funds for renovation, Lessee shall not use or permit the Premises to be used for any other purpose.

EIGHT. LAWS, WASTE, NUISANCE. Lessee and Tenant covenants that they:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

NINE. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee and Tenant, subject to the prior written approval of Lessor and at the expense of Lessee and Tenant, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee or Tenant shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

TEN. PAYMENT OF TAXES. Lessee and Tenant shall not be responsible for any real property taxes on, or real property related assessments to, the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee or Tenant in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

ELEVEN, COMPLIANCE WITH THE LAW. The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee and Tenant to their reasonable satisfaction against the consequences of non-compliance during the period of dispute.

TWELVE. SMOKING AREA. Pursuant to NRS 202.2491, Lessor shall furnish a separate area, which may be used for smoking. Lessor shall also post signs prohibiting smoking in any place not designated as a smoking area.

THIRTEEN. INDEMNIFICATION AND INSURANCE.

A. That this lease is made upon the express condition that the State of Nevada, its officers, agents, and employees are to be free from all liability and claim for damage by reason of any person or persons, including Lessee, or damage to property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause whatsoever, while in, upon, or in any way connected with the said leased premises or any occupancy hereunder during the term of this lease or any extension hereof.

B. In accordance with Section 41.038 of the Nevada Revised Statutes, the Lessee adopted a self-insured liability program, effective July 1, 1985. The Lessee self-insures each occurrence with the limits of liability, as established and in accordance with Section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self-insured liability program, as established on July 1, 1985.

C. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its employees, contractors, subcontractors or agents in the performance of this Agreement.

D. Subject to NRS 41.035, Lessor hereby agrees to protect, indemnify, and hold the Lessee, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessee, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessee, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessor or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessor, its employees, contractors, subcontractors or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

F. In this connection, the Lessor expressly agrees, at its sole cost and expense, to defend the Lessee, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessor has agreed to indemnify the Lessee, its officers, employees and agents. If the Lessor fails so to do, the Lessee shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessor.

G. That Lessee, upon signing this lease, will provide the Lessor with a letter of self-insurance within thirty (30) days after the effective date of the lease.

FOURTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee for itself and for Tenant, hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

FIFTEEN. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee and Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its and Tenants personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

SIXTEEN. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

SEVENTEEN. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Four herein will be available to Lessee.

EIGHTEEN. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and Tenant's occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's or Tenant's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or Tenant or for relocation expenses recoverable against the taking authority.

NINETEEN. DAMAGE OR DESTRUCTION.

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within 60 days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within 30 days after such damage or destruction give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessor may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

TWENTY. LIENS AND ENCUMBRANCES. Lessee and Tenant agree to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's or Tenant's acts or omissions or because of a claim against Lessee or Tenant, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

TWENTY-ONE. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld, but the consideration with respect to federal funding that is described in Section Seven may form the basis for denial of consent. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

TWENTY-TWO. BREACH, DEFAULT AND REMEDIES. If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable the limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

TWENTY-THREE. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

TWENTY-FOUR. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

TWENTY-FIVE. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver is in writing.

TWENTY-SIX. BROKER'S COMMISSIONS. The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

TWENTY-SEVEN. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns. Any obligations of Tenant under this Lease are the obligations of Lessee.

TWENTY-EIGHT. NON-DISCRIMINATION. Lessee and Tenant agree that the Premise will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

TWENTY-NINE. ENTIRE AGREEMENT. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

THIRTY. AMENDMENT OR MODIFICATION. No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties and approved by the State Board of Examiners.

THIRTY-ONE. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

THIRTY-TWO. ATTORNEY'S FEES. In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

THIRTY-THREE. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor: City of Las Vegas
 Real Estate and Asset Management
 400 Stewart, 4th Floor

Las Vegas, Nevada 89101

Copy to:

City of Las Vegas
City Attorney's Office
400 East Stewart Avenue.
Las Vegas, Nevada 89101

If to the Lessee:

Department of Administration
Buildings and Grounds Division
406 East Second Street, Suite 1
Carson City, Nevada 89701

AND

State of Nevada Welfare Division
1470 East College Parkway
Carson City, Nevada 89706-7924

THIRTY-FOUR. OPTION TO RENEW. Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional three-year term by giving a written request to renew at least 120 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessee unless and until the same is approved by the State Board of Examiners. The minimum rent for the first year of the renewal period shall increase by 3% and then by 3% annually for the last four years of the renewal period. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

THIRTY-FIVE. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party.

THIRTY-SIX. PRIOR APPROVAL OF BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the State Board of Examiners and is not binding upon the parties hereto or effective until such approval.

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...

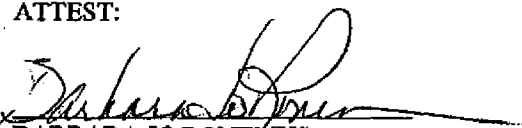
THIRTY-SEVEN. MODIFICATION OR AMENDMENTS. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

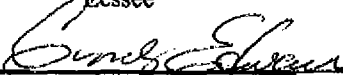
CITY OF LAS VEGAS
"Lessor"

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

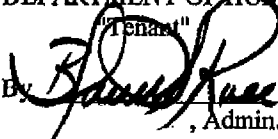

BARBARA JO RONEMUS,
City Clerk

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS AND GROUNDS

"Lessee"
By 
CINDY EDWARDS, Administrator, Date

APPROVED AS TO FORM:
 11/05/04
Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

"Tenant"
By  ASOTIN 1/13/05
, Admin. Svs. Off. IV, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
WELFARE DIVISION

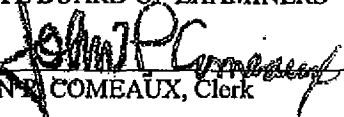
APPROVED BY:

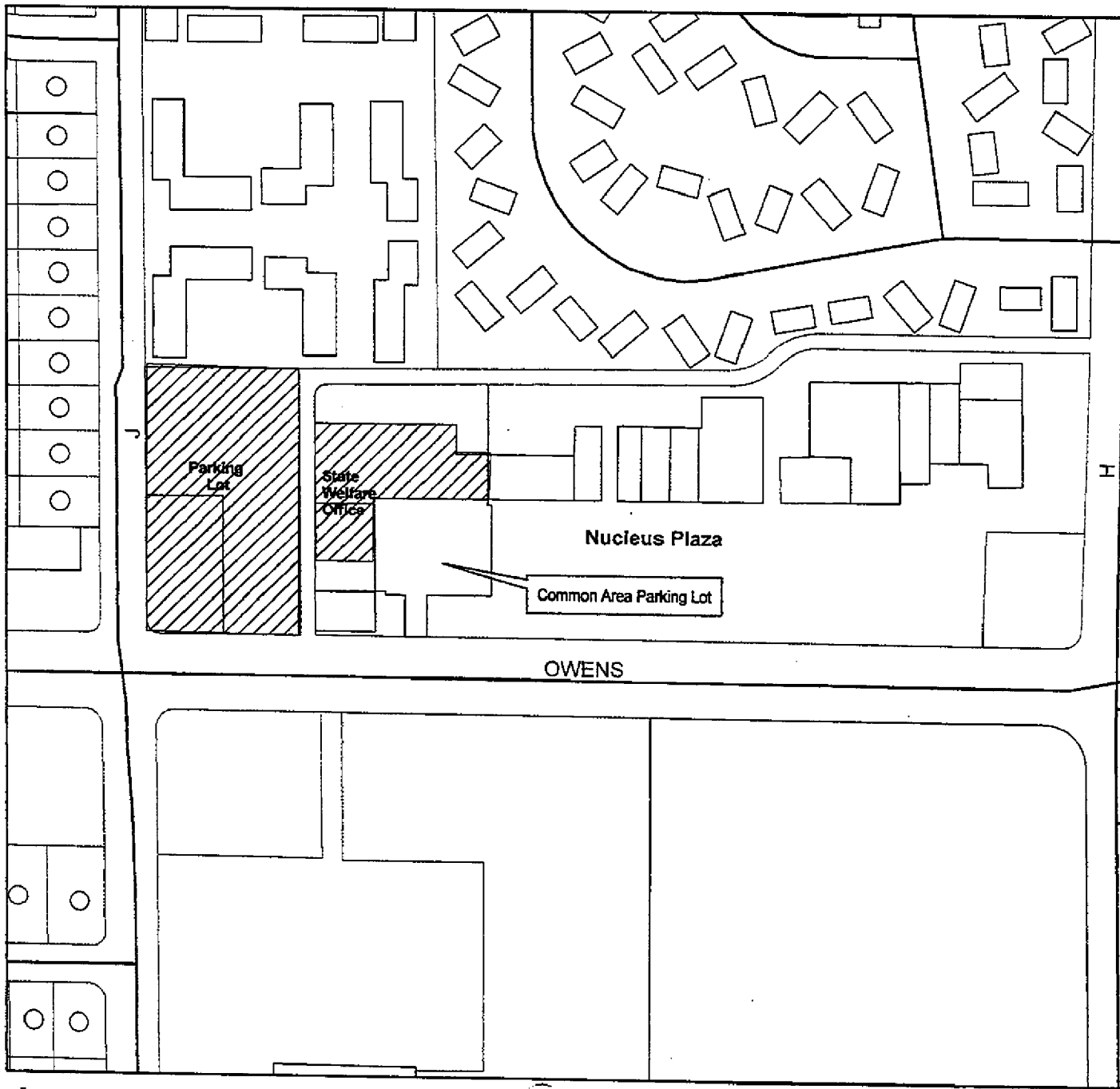
By  1/2/05
NANCY K. FORD, Administrator Date

REVIEWED AS TO FORMAT ONLY: 1/2

By  1/10/05
SHANE CHESNEY, Deputy Attorney General, Date

STATE BOARD OF EXAMINERS

By  2/8/05
JOHN P. COMEAUX, Clerk Date



Aerial

Legend

- Street Centerline
- ▭ Building Footprints
- ▭ City of Las Vegas
- ▭ Parcels

Real Estate & Asset Mgmt



04/12/2004

Exhibit B

That portion of the Southeast Quarter (SE $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$), of Section 21, Township 20 South, Range 61 East, M.D.B.&M. described as follows:

COMMENCING at the Southeast corner of said Section 21
THENCE North 89°09'35" West along the South line thereof a distance of 80.00 feet to a point;
THENCE North 1°24'55" East along to West line of "H" Street a distance of 200.00 feet to the Northeast corner of that certain parcel of land conveyed by Edgar Gambarana et al to Savaway Super Service Stations, Inc. by deed recorded May 16, 1961, as Document No. 240907, Official Records, Clark County, Nevada;
THENCE continuing North 1°24'55" East a distance of 250.02 feet to the Southeast corner of that certain parcel of land conveyed by Edgar Gambarana to Intermountain Investment Co. by deed recorded November 27, 1962, as Document No. 324064, Official Records of Clark County, Nevada;
THENCE North 89°09'35" West along the South line of the last mentioned conveyed parcel a distance of 350.00 feet to a point;
THENCE from a tangent whose bearing is the last described course turning to the left along a curve having a radius of 110.00 feet and subtending a central angle of 41°27'46" an arc length of 79.60 feet to a point;
THENCE along a reverse tangent curve to the right having a radius of 90.00 feet and subtending a central angle of 41°27'46" an arc length of 65.13 feet to a point;
THENCE North 89°09'35" West along the South line of the last mentioned conveyed parcel a distance of 378.95 feet to a point;
THENCE North 0°00'49" West a distance of 0.13 feet to the Southeast corner of that certain parcel of land conveyed by Edgar Gambarana et al to Robert J. Gordon by deed recorded January 28, 1963 as Document No. 336155, Official Records, Clark County, Nevada;
THENCE North 89°09'35" West along the said South line a distance of 180.00 feet to the TRUE POINT OF BEGINNING;
THENCE continuing North 89°09'35" West a distance of 200.00 feet to a point on the East line of "J" Street;
THENCE South 0°00'49" East along the East line of said "J" Street a distance of 89.02 feet (measured by Record of Survey Book 69, Page 85) to a point;
THENCE South 89°09'35" East a distance of 200.00 feet to a point;
THENCE North 0°00'49" West a distance of 89.02 feet (measured by Record of Survey Book 69, Page 85) to the TRUE POINT OF BEGINNING.

A portion of APN 139-21-803-008

Exhibit C

PARCEL ONE (1):

That portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Southeast corner of said Section 21;
THENCE North 89°10'30" West along the South line thereof a distance of 1112.61 feet to the True Point of Beginning;
THENCE North 0°01'45" East a distance of 450.00 feet to a point;
THENCE North 89°10'30" West a distance of 100.00 feet to a point;
THENCE South 0°01'45" West a distance of 450.00 feet to a point;
THENCE South 89°10'30" East a distance of 100.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM the hereinabove described parcel of land the interest in and to the South 30 feet thereof as conveyed to the City of Las Vegas for street purposes by Deed recorded August 5, 1954 as Document No. 17005, Official Records of Clark County, Nevada.

ALSO EXCEPTING THEREFROM THE NORTH 139 FEET.

PARCEL TWO (2):

BEING a portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., as follows, to wit:

COMMENCING at the Southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21;
THENCE North 0°00'49" West along the West line thereof a distance of 232.00 feet to the True Point of Beginning;
THENCE continuing North 0°00'49" West along the West line thereof a distance of 79.00 feet to a point;
THENCE South 89°09'35" East and parallel to the South line of the said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 21 a distance of 120.00 feet to a point on the West line of that certain parcel of land conveyed by V.D. EACHUS, et ux, to E.L. JOSEPHSON, et ux, by Deed recorded November 3, 1960 as Document No. 216457 in Book 267 of Official Records, Clark County, Nevada;
THENCE South 0°00'49" East along the West line thereof a distance of 79.00 feet to a point;
THENCE North 89°09'35" West a distance of 120.00 feet to the True Point of Beginning, save and excepting therefrom the West 20.00 feet thereof as conveyed to the City of Las Vegas by Document No. 98981 and recorded November 7, 1957.

A portion of APN 139-21-803-008