

**PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND PALM MORTUARY, INC.**

THIS PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 28th day of July, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and Palm Mortuary, Inc. ("Palm"). City and Palm are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, Palm is the owner of Assessor's Parcel Number ("APN") 163-01-205-001 ("Parcel"), commonly known as 1650 South Jones Boulevard, City of Las Vegas, Clark County, Nevada;

WHEREAS, the City desires to purchase a portion of the Parcel ("Road Improvement Property") as detailed on Exhibit A, attached hereto and incorporated herein by this reference, as part of the Project to construct a bus turnout, a bus shelter pad and a traffic signal ("Road Improvements");

WHEREAS, Palm agrees to convey the Road Improvement Property and an Authorization to Enter Property ("AEP") for construction of the Road Improvements in exchange for the consideration detailed in Article 1 below;

WHEREAS, Palm desires to remove and re-construct the decorative wall and landscaping adjacent to the Road Improvements pursuant to the bid ("Reconstruction Bid") as detailed on Exhibit B, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To construct the Road Improvements at the location, as detailed in Exhibit A. During construction, the City and City's contractor will not block access from the public right of way to the Parcel at any time.
2. To require the City's contractor to name Palm as an additional insured on any City required insurance policies and to indemnify and hold harmless Palm against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.
2. To demolish and remove all fences, structures and other property within the Road Improvement Property in order to construct the Road Improvements. City will give Palm thirty (30) days notice prior to the start of any demolition ("30-Day Notice Period").

3. To pay Palm the purchase price amount of Twenty Six Thousand Two Hundred Dollars and No Cents (\$26,200.00) for the Road Improvement Property at Close of Escrow (see Article II).

4. To pay Palm the Reconstruction Bid amount of Thirteen Thousand Five Hundred Sixty Five Dollars and 00/100 Cents (\$13,565.00) as detailed on Exhibit B at Close of Escrow.

ARTICLE II—PALM AGREES

1. To convey to the City the Road Improvement Property on the terms and conditions in this Agreement. The deed used by Palm in the conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit C, attached hereto and incorporated herein by this reference. The easement document used by Palm in the conveyance shall be substantially in the form of the Right of Way Grant for Traffic Purposes in Exhibit D, attached hereto and incorporated herein by this reference. Once executed by Palm, the Grant, Bargain and Sale Deed and Right of Way Grant for Traffic Purposes shall be deposited into Escrow (see Article V) and recorded with the Clark County Recorder upon satisfaction of all terms and conditions of this Agreement by both Parties ("Close of Escrow").

2. To execute an Authorization to Enter Property document ("AEP Document") for construction of the Road Improvements. The document shall be substantially in the form of the AEP Document in Exhibit E, attached hereto and incorporated herein by this reference. The fully executed AEP Document shall be deposited into Escrow and released to the City upon satisfaction of all terms and conditions of this Agreement by both Parties. The AEP Document shall not be recorded and shall expire at the end of the construction of the Road Improvements.

3. Upon receipt of the 30-Day Notice Period, Palm will remove any structures, landscaping or other property within the Road Improvement Property that it wishes to re-use, re-plant or otherwise keep for its own use. Any structures, landscaping or other property remaining in the Road Improvement Property after the termination of the 30-Day Notice Period will be demolished by the City or City's contractor.

4. Palm shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Road Improvement Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Road Improvement Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Palm's actions or omission, including failure to make a required payment, or (d) convey any interest in the Road Improvement Property, including but not limited to conveyances of title and transfers of development rights.

ARTICLE III—CITY REPRESENTS

1. The City has full power and authority to enter into this Agreement and to accept title to the Road Improvement Property in accordance with this Agreement.

2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of state or local laws.

3. To pay all fees related to the transactions contemplated herein, including Escrow and recording fees and real property transfer tax.

3. Each of the above representations is material and is relied upon by Palm. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE IV—PALM REPRESENTS

1. Palm has full power and authority to enter into this Agreement and to convey title to the Road Improvement Property in accordance with this Agreement.

2. Has no actual knowledge that the conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of federal, state or local laws.

3. No one other than Palm will be in possession of, nor have any right to possession of any portion of the Road Improvement Property at the time of conveyance.

4. Has no actual knowledge that there is a suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Road Improvement Property or any portion thereof, or pending or threatened against Palm which could affect Palm's title to the Road Improvement Property or any portion thereof, or subject Palm to liability.

5. Palm has no actual knowledge of:

A. Intended public improvements or private rights which will result in the creation of any liens upon the Road Improvement Property or any portion thereof;

B. Uncured notices from any governmental agency notifying Palm of any violations of law, ordinance, rule or regulation, which could affect the Road Improvement Property, or any portion thereof;

C. Actual or impending mechanics liens against the Road Improvement Property or any portion thereof;

D. Notices or other information giving Palm reason to believe that any conditions existing on the Road Improvement Property or in the vicinity of the Road Improvement Property or in ground or surface waters associated with the Road Improvement Property may have a material effect on the value of the Road Improvement Property or subject the owner of the Road Improvement Property to potential liabilities under environmental laws.

E. Lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Road Improvement Property or any portion thereof.

F. Condition at, on, under or related to the Road Improvement Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Road Improvement Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Road Improvement Property or into or upon ground or surface water at the Road Improvement

Property or within 2,000 feet of the boundaries of the Road Improvement Property. No Hazardous Substance is now or ever has been stored on the Road Improvement Property in underground tanks, pits or surface impoundments and here are no asbestos-containing materials incorporated in the buildings or interior Road Improvements or equipment that are part of the Road Improvement Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB Item, as defined at 40 Code of Federal Regulations Section 762.3, on the Road Improvement Property or among the assets to be transferred pursuant to this Agreement. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 United States Code Section 9601 (14).

G. The execution of the Agreement will not constitute a breach or default under any agreement to which Palm is bound and/or to which the Road Improvement Property is subject.

6. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE V—MUTUALLY AGREED

1. The Parties agree to open an escrow with Nevada Title Company ("Escrow") within three (3) business days of this Agreement being fully executed by both Parties. The Parties agree to sign all reasonable documents necessary to satisfy the terms and conditions of this Agreement and the Escrow.

2. The Parties represent and warrant that no real estate agent/broker is entitled to any commission as the procuring cause of this Agreement and transactions contemplated herein.

3. Remedies Upon Default. In the event of any Party's default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity except as limited by Article VI—Release, have the right of specific performance against the other Party.

ARTICLE VI—Release

1. Palm and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees, agents, representatives and consultants from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to 1) any claims arising from the City's purchase of the Road Improvement Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation delay and unreasonable pre-condemnation activities and 2) any claims related to the payment of the Reconstruction Bid. Palm expressly acknowledges that this release extends to any claims which Palm does not know or suspect to exist in its favor arising from the City's purchase of the Road Improvement Property and payment of the Reconstruction Bid and at the time of executing the Agreement, which if known by Palm, may have materially affected this Agreement with the City.

This release is limited the claims related to the purchase of the Road Improvement Property and payment

of the Reconstruction Bid detailed in this Article VI and explicitly does not apply to any claims or demands arising in connection with the construction, operations, maintenance of and the future modification, addition or other changes to the Road Improvements.

Palm hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Palm understands and acknowledges the legal significance and the consequences of the claims related to the City's purchase of the Road Improvement Property and payment of the Reconstruction Bid being released by this Agreement.

ARTICLE VII—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To Palm:

Irmgard Johnson
Manager, Real Estate & Leases
1929 Allen Parkway, 7th Floor
Houston, TX 77019

5. Time is of the essence of this Agreement.

6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and

understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

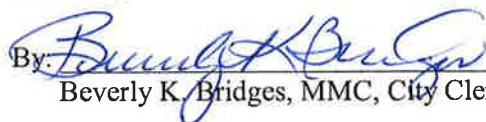
5. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

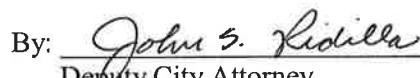
CITY OF LAS VEGAS


Carolyn G. Goodman, Mayor

ATTEST:

By:  7/28/11
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  7/25/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

PALM MORTUARY, INC.

By: 
Name: MICHAEL L. DECOLL
Title: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

Property Purchase and Sale Agreement Between
The City of Las Vegas and Palm Mortuary, Inc.
Notary Acknowledgements

STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 28th day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Stacey L Campbell
Notary Public



STATE OF Texas)
) ss.
Harris COUNTY)

On this 18th day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared, Michael L. Decell, Vice President of Palm Mortuary, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

Diana De Lane
Notary Public

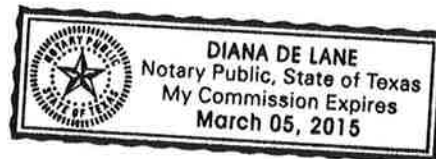


EXHIBIT A

ROAD IMPROVEMENT PROPERTY



Parcel 163-01-205-001

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion Government Lot 29 of Section 1, T. 21 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 50.00 feet right of and at right angles to Highway Engineer's Station "X" 328+12.92 P.O.T.; said point of beginning further described as bearing N. 33°58'28" E. a distance of 84.81 feet from the southwest corner of the southwest quarter (SW 1/4) of the northwest quarter (NW 1/4) of Section 1; said corner further described as being a 2" BRASS CAP IN MONUMENT WELL STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 02°08'56" W. — 185.71 feet;

thence departing said easterly right-of-way;

2. N. 87°51'04" E. — 9.00 feet;
3. S. 02°08'56" E. — 143.56 feet;
4. from a tangent which bears the last described course, curving to the right, with a radius of 30.00 feet, through an angle of 14°02'08", an arc distance of 7.35;
5. S. 11°53'12" W. — 30.95 feet;
6. from a tangent bearing the last described course, curving to the left, with a radius of 20.00 feet, through a central angle of 14°02'08", an arc distance of 4.90 feet to the Point of Beginning.

said parcel contains an area of 1,487 square feet (0.03 acres).

The Basis of Bearing for this description is North 02°08'56" West, being the bearing of the west line of the southwest quarter (SW 1/4) of the northwest quarter (NW 1/4) of Section 1, Township 21 South, Range 60 East, M.D.M. as shown in File 182, Page 17 of Surveys in the Clark County, Nevada Recorder's Office.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022

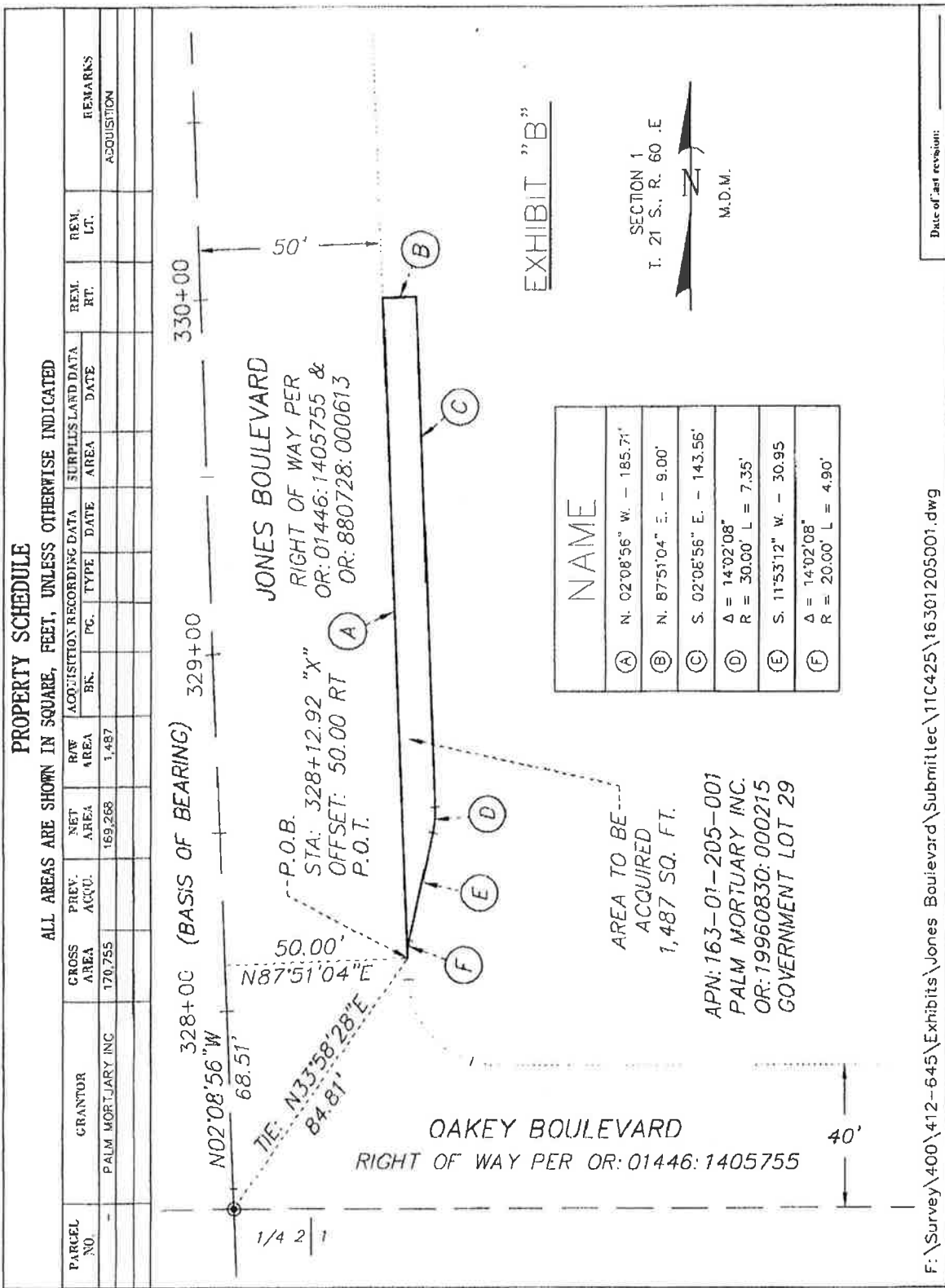


EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES AN AREA FOR RIGHT-OF-WAY ACQUISITION, GENERALLY LOCATED ALONG THE EAST RIGHT-OF-WAY OF JONES BOULEVARD, NORTH OF OAKLEY BOULEVARD.

APN: 163-01-205-001

DESCRIPTION

A PORTION OF GOVERNMENT LOT 29 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 1, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND OAKLEY BOULEVARD; THENCE ALONG THE WEST LINE THEREOF AND STREET CENTERLINE OF SAID JONES BOULEVARD, NORTH 02°08'56" WEST, A DISTANCE OF 132.59 FEET; THENCE DEPARTING SAID WEST LINE AND STREET CENTERLINE NORTH 87°51'04" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND CONTINUING NORTH 87°51'04" EAST, A DISTANCE OF 9.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 02°08'56" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°51'04" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 02°08'56" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 87°51'04" WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 125 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 02°08'56" WEST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



EXHIBIT "B"

PROJECT NO. 412.6451

DATE: 11.23.10

JONES BOULEVARD

CALC. BY: RAW

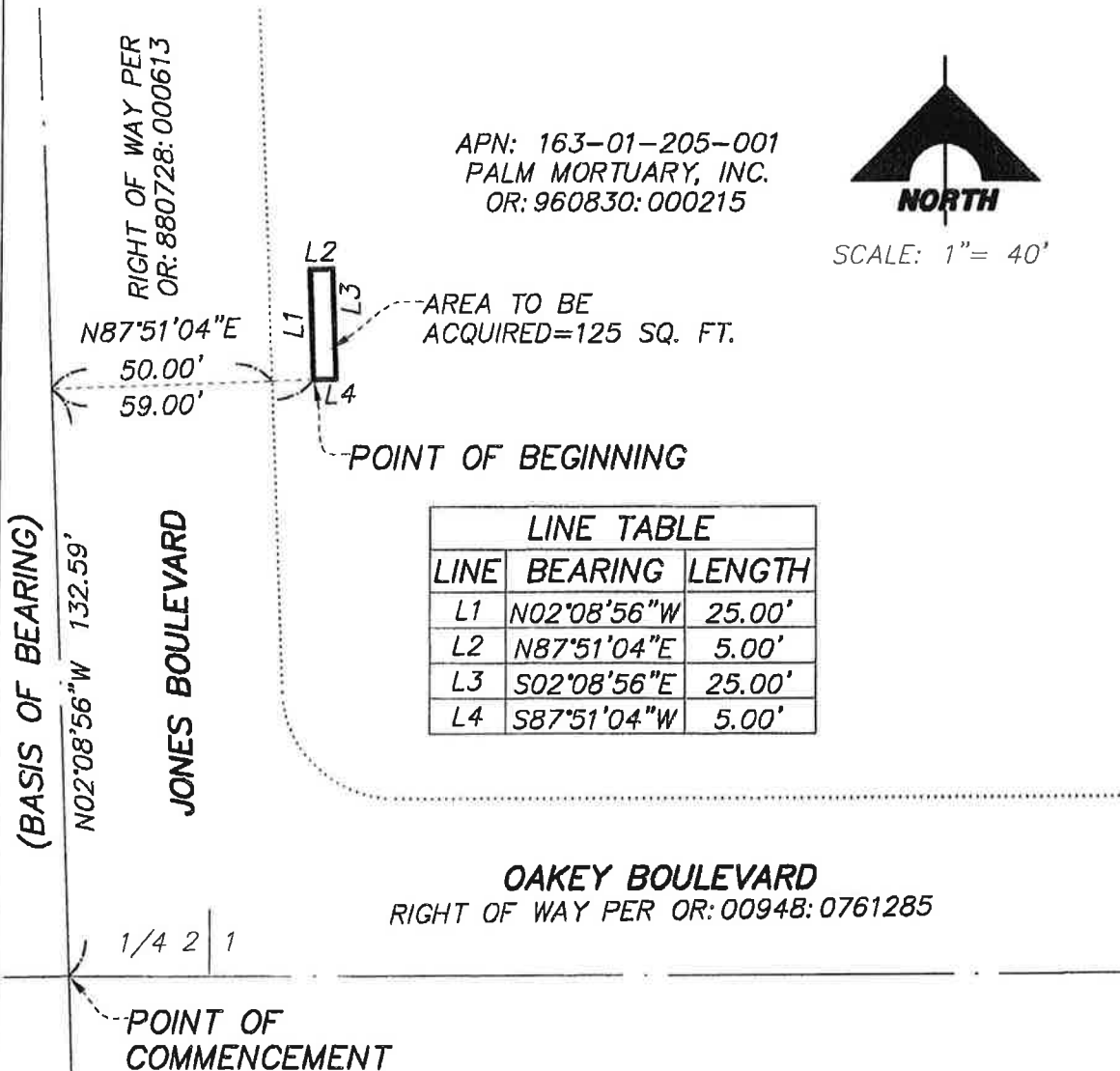
DESCRIPTION: **RIGHT-OF-WAY ACQUISITION**

CHECKED BY: CM

DRAWN BY: RAW

APN: 163-01-205-001
PALM MORTUARY, INC.
OR: 960830: 000215

SCALE: 1" = 40'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°08'56"W	25.00'
L2	N87°51'04"E	5.00'
L3	S02°08'56"E	25.00'
L4	S87°51'04"W	5.00'

OWNER: PALM MORTUARY, INC.
ASSESSOR'S PARCEL NUMBER: 163-01-205-001
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.
TOTAL AREA OF PARCEL: 170,755 SQ. FT. OR 3.92 ACRES
AREA OF R/W TO BE ACQUIRED: 125 SQ. FT.
TOTAL REMAINING AREA OF PARCEL: 170,630 SQ. FT. OR 3.92 ACRES
REFERENCE: OR: 960830: 000215, GOVERNMENT LOT 29



EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES A TRAFFIC SIGNAL EASEMENT, GENERALLY LOCATED ALONG THE NORTHEAST CORNER OF JONES BOULEVARD AND OAKLEY BOULEVARD.

APN: 163-01-205-001

DESCRIPTION

A PORTION OF GOVERNMENT LOT 29 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 1, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND OAKLEY BOULEVARD; THENCE ALONG THE WEST LINE THEREOF AND STREET CENTERLINE OF SAID JONES BOULEVARD, NORTH 02°08'56" WEST, A DISTANCE OF 67.34 FEET; THENCE DEPARTING SAID WEST LINE AND STREET CENTERLINE NORTH 87°51'04" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD AND THE **POINT OF BEGINNING**; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, CONTINUING EASTERLY ALONG SAID LINE, NORTH 87°51'04" EAST, A DISTANCE OF 5.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 02°08'56" EAST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°56'18", AN ARC LENGTH OF 30.70 FEET TO A POINT, A RADIAL LINE TO SAID POINT BEARS SOUTH 00°05'14" EAST; THENCE ALONG SAID RADIAL LINE, SOUTH 00°05'14" EAST, A DISTANCE OF 5.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 00°05'14" EAST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°56'18", AN ARC LENGTH OF 38.37 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 02°08'56" WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 198 SQUARE FEET.

BASIS OF BEARING

NORTH 02°08'56" WEST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022

APN 163-01-205-001
PALM MORTUARY, INC.

TRAFFIC SIGNAL EASEMENT

A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT, BARGAIN, SALE DEED RECORDED IN BOOK 19960830, AS INSTRUMENT NO. 00215 IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN GOVERNMENT LOT 29 OF SECTION 01, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

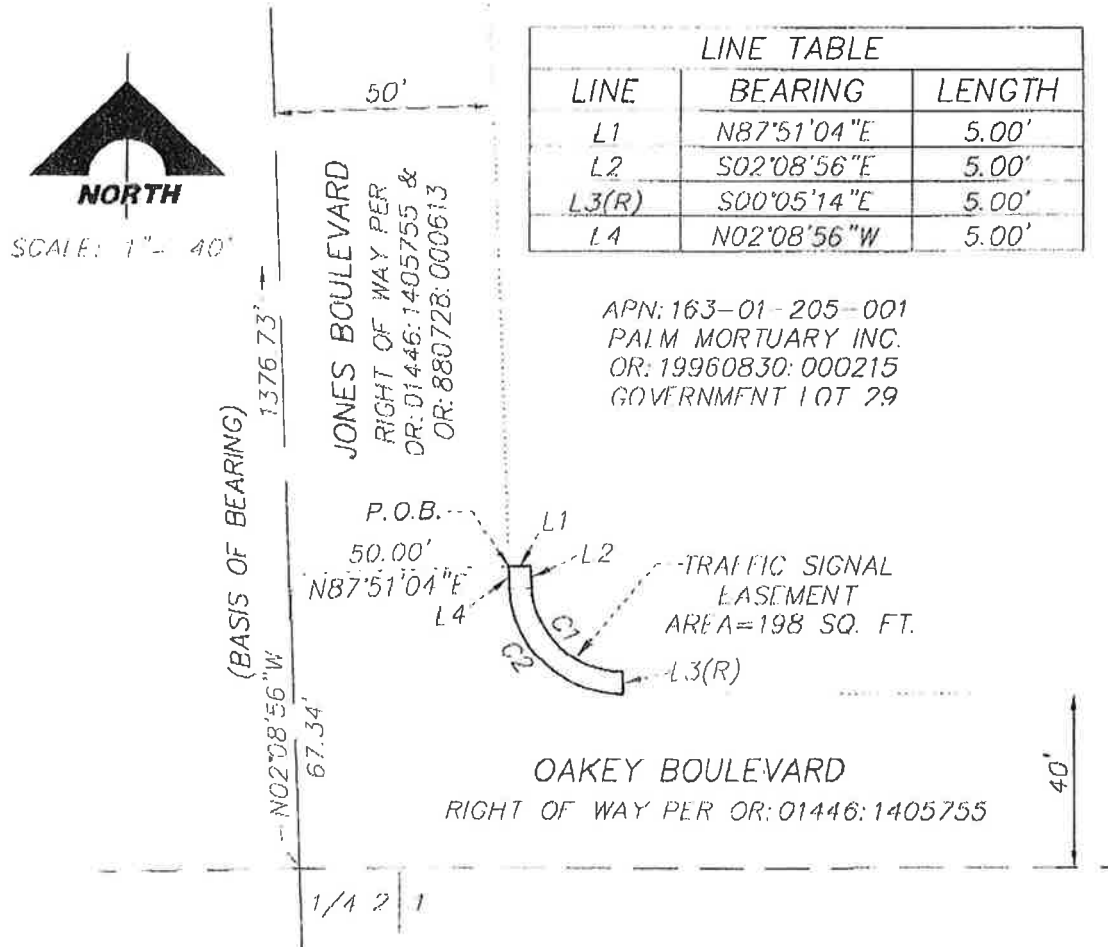


EXHIBIT B
RECONSTRUCTION BID



May 7, 2011

Mr. Kenn Merrill
Palm Mortuary
1600 S. Jones
Las Vegas, Nevada

Project: Landscaping at new bus turn out area

Dear Kenn,

Alliance Landscaping & Water Features (ALWF) is pleased to present this proposal for landscaping located at the Palm Mortuary location at 1600 South Jones Blvd. This proposal is based on the information discussed onsite at our May 3rd meeting. This proposal is priced at non-prevailing wages.

In consideration of your project we agree to provide all labor, materials, and equipment necessary to produce the outlined scope of work as defined below.

Scope of work:

- Provide pre demolition irrigation services to cap off existing irrigation.
- Remove existing turf, grade slope to tie in to new finish grade, haul dirt to north-side lot, redo irrigation for new turf configuration, replace mow curb & re-sod.
- Repair entry masonry wall and re-install existing stone that is harvested from demo.
- Provide and install 16 -5 gallon plants (red yuccas, desert spoons, sages)
- Install decorative rock where necessary to make repairs.
- Create new small retaining wall (matching existing entry wall) on south side of planter.
- Insure all irrigation damaged during project is repaired and operational.

Total cost \$9,590.00 (nine thousand five hundred ninety dollars)

Accepted X

date

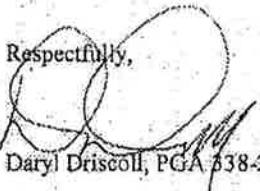
Please sign and fax back to 263-8225

Exclusions

Permits, Bonds, and other fees for construction. Prevailing wages, supply of stone veneer, moving / relocation of palm trees.

Respectfully,

monetary bid limit \$3,000,000 valid for 90 days


Daryl Driscoll, PGA 338-2482 cellular

240 Elliott Road • Henderson, Nevada 89011 • Office: (702) 263-3385 • Fax: (702) 263-8225
NV. Lic. #54450 C-10 • AZ Lic. #197633 R-21 • CA Lic. #857990 C-27



A Division of Alliance Golf Management Services Inc.

**FIRST CHOICE TREE SERVICE, INC****"Always Your Best Choice"****P.O. Box 43056 Las Vegas, NV 89116-1056****Phone: 702-564-1998 Fax: 702-361-6751****Commercial Fax: 702-361-6751**

Date: 4/29/2011

Job Name: PALM MORTUARY (1600 Jones-transplant) 11042

Work Site: 1600 S. Jones Blvd.

Las Vegas, NV 89146

Work 464-8500

249-3573 Dave

Fax 382-2155 Dave

Proposal By: Tony Valenti (429-8733)

PALM MORTUARY 5522
P.O. Box 30064
College Station, TX 77842

Item	Plant	Service Description	Qty	Cost
1	MEXICAN FAN PAL	RELOCATE 1600 S. Jones (Jones & Oakley) ----- Relocate 3 Mexican Fan Palms currently located in center island > Remove palms using Waterjet > Install 2 palms at entrance > Install 2 palm on North side of building (to replace palm removed) > Backfill holes Includes all labor, equipment and materials to remove, install and backfill. Thorough, detailed cleanup and haul away of all debris.	3	\$2700.00
2	MEXICAN FAN PAL	REMOVE AND STUMP GRIND Remove and stump grind 1 Mexican Fan Palm located on North side of building **to be replaced with palm from center island (as listed in Item 1)	1	\$450.00
Subtotal:				\$3,150.00
Total:				\$3,150.00

We hereby propose to furnish labor and materials (includes hauling, dump fees and detailed cleanup completed) in accordance with the above specifications for the total listed above. First Choice Tree Service cleans and disinfects all tools prior to each use. All work to be performed according to ANSI A300 Standards for tree care.

Signature

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to perform work as specified. Payment is due upon receipt of invoice.

Date _____ Signature _____

**FIRST CHOICE TREE SERVICE, INC****"Always Your Best Choice"****P.O. Box 43056 Las Vegas, NV 89116-1056****Phone: 702-564-1998 Fax: 702-361-6751****Commercial Fax: 702-361-6751****Date:** 4/29/2011**Job Name:** PALM MORTUARY (1600 Jones-pines) 110429**Work Site:** 1600 S. Jones Blvd.

Las Vegas, NV 89146

Work 484-8500**249-3573 Dave****PALM MORTUARY 5522****P.O. Box 30064****College Station, TX 77842****Fax** 382-2155 Dave**Proposal By:** Tony Valenti (429-8733)

Item	Plant	Service Description	Qty	Cost
1	PINE (PINUS)	PRUNE: Crown Thin 1600 S. Jones (Jones & Oakley) Thin and Lace 3 Pine trees at corner of Jones & Oakley Service includes the selective removal of small, live branches to reduce crown density and increase light penetration and air movement through the crown. All pruning shall be done in accordance with ANSI A300 (Part 1) "Pruning". Thorough, detailed clean up and haul away of all debris.	3	\$825.00
Subtotal:				\$825.00
Total:				\$825.00

We hereby propose to furnish labor and materials (includes hauling, dump fees and detailed cleanup completed) in accordance with the above specifications for the total listed above. First Choice Tree Service cleans and disinfects all tools prior to each use. All work to be performed according to ANSI A300 Standards for tree care.

Signature _____

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to perform work as specified. Payment is due upon receipt of invoice.

Date _____ Signature _____

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

APN: 163-01-205-001

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That **Palm Mortuary, Inc.**, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 163-01-205-001
OWNER: Palm Mortuary, Inc.
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

Palm Mortuary, Inc.

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

EXHIBIT D

RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES

APN: 163-01-205-001

**WHEN RECORDED MAIL &
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES

I (WE): **Palm Mortuary, Inc.**, the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the **CITY OF LAS VEGAS, a Municipal Corporation** of the County of Clark, State of Nevada, its successors and assigns, the perpetual right to erect, operate, add to, maintain, renew and remove traffic control lines, poles, and appurtenances thereto, for traffic control purposes upon, over, under, and across the parcel of land hereinafter described, and the right of ingress and egress to and over said parcel; together with permission to cut and trim brush and trees as deemed reasonably necessary to insure the safe and proper maintenance and operation of said lines, poles, and appurtenances. Said parcel(s) of land described as follows:

**FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED
HERETO AND BY THIS REFERENCE MADE PART HEREOF**

For: A traffic signal easement

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

APN: 163-01-205-001
OWNER: Palm Mortuary, Inc.
TYPE DOC: Right of Way Grant

Witness my hand on this _____ day of _____, 2011.

Palm Mortuary, Inc.

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

EXHIBIT E

AUTHORIZATION TO ENTER PROPERTY

APN: 163-01-205-001

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described as part of the **Jones Boulevard Road Improvement Project**.

The above-referenced parcel of land is described as a portion of:

APN: 163-01-205-001

(See attached maps for location)

The City of Las Vegas and/or its agents will restore the real property as nearly as possible to its original condition prior to termination of this authorization.

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Jones Boulevard Road Improvement Project.

DATE: _____

GRANTED:

Palm Mortuary Inc.

BY: _____

PRINT NAME: _____

TITLE: _____

APN 163-01-205-001
PALM MORTUARY INC

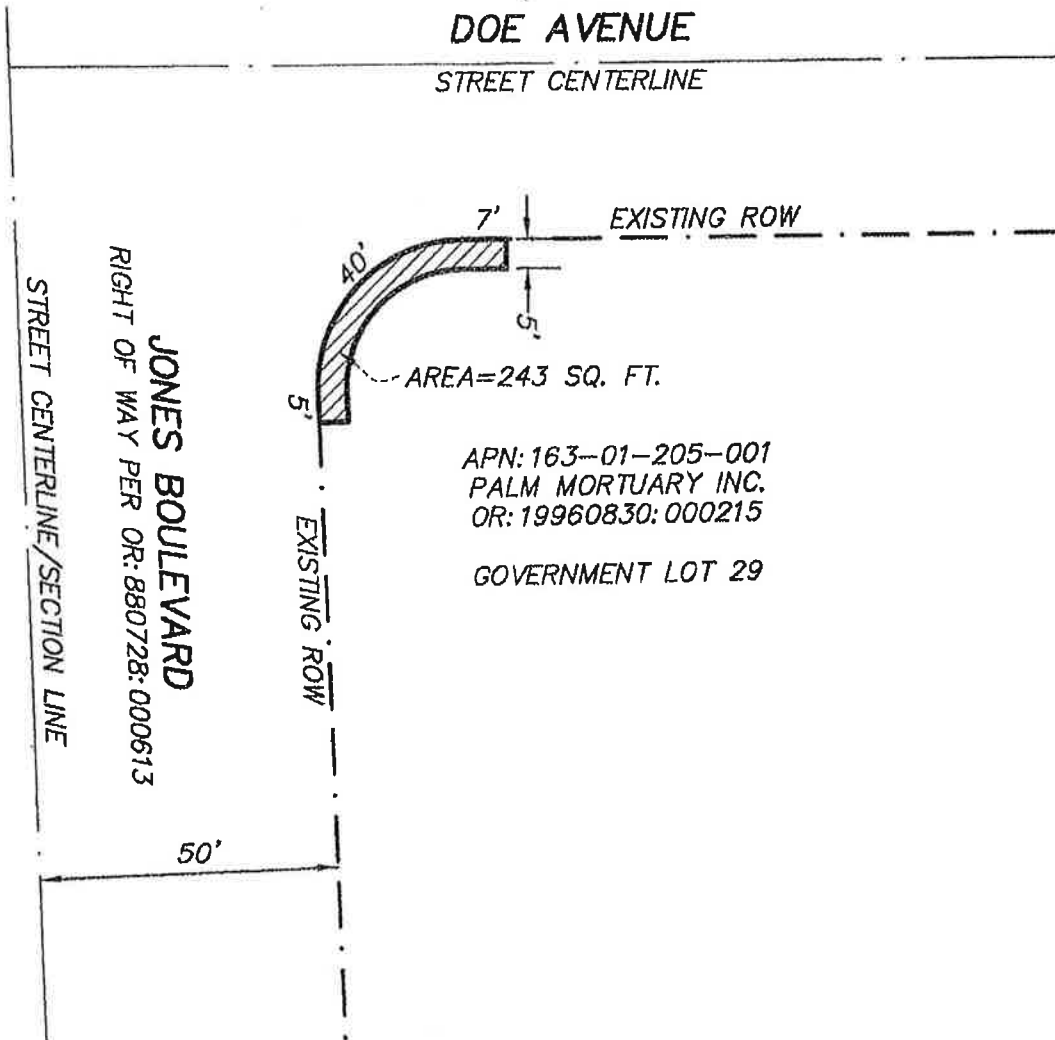
EXHIBIT "A"
PAGE 1 OF 2

AUTHORIZATION TO ENTER PROPERTY

A PORTION GOVERNMENT LOT 29 OF SECTION 1, TOWNSHIP 21 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



SCALE: 1" = 30'



APN 163-01-205-001
PALM MORTUARY INC

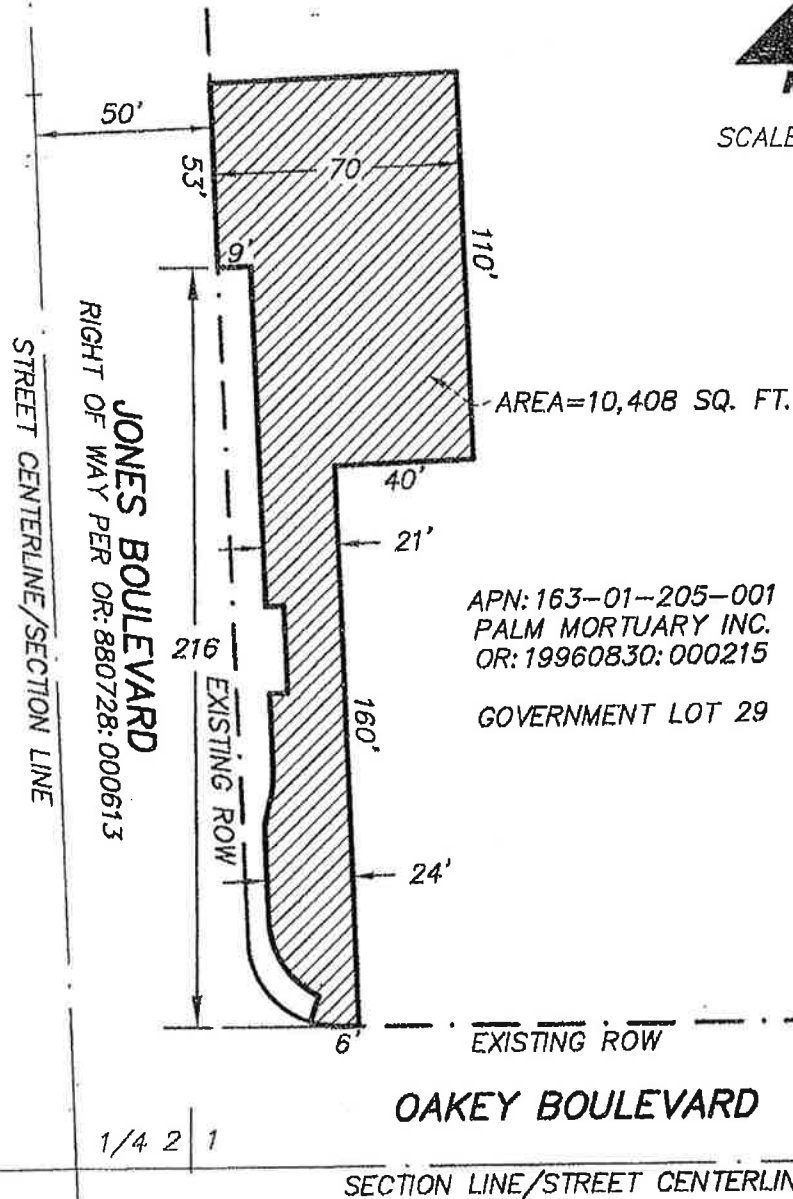
EXHIBIT "A"
PAGE 2 OF 2

AUTHORIZATION TO ENTER PROPERTY

A PORTION GOVERNMENT LOT 29 OF SECTION 1, TOWNSHIP 21 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



SCALE: 1" = 50'



PROPERTY PURCHASE AND SALE AGREEMENT

THIS PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 28th day of July, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and Shander International, LLC, a limited liability company organized and existing under the laws of Nevada ("Shander"). City and Shander are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, Shander is the owner of Assessor's Parcel Number ("APN") 138-36-401-014 ("Parcel"), commonly known as 5800 W. Charleston Boulevard, City of Las Vegas, Clark County, Nevada;

WHEREAS, the City desires to purchase a portion of the Parcel ("Road Improvement Property") as detailed on Exhibit A, attached hereto and incorporated herein by this reference, as part of the Project to construct a bus turnout, a bus shelter pad and partial right-hand turn lane ("Road Improvements");

WHEREAS, Shander desires to convey the Road Improvement Property and an Authorization to Enter Property ("AEP") for construction of the Road Improvements in exchange for the consideration detailed in Article 1 below;

WHEREAS, the Parcel is encumbered by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated as of May 3, 2010, executed by Shander for the benefit of Centerline Mortgage Capital Inc., a Delaware corporation ("Lender"), and recorded in the Official Records of Clark County on May 3, 2010 in Book 20100503, Document No. 01901;

WHEREAS, Shander must obtain Lender's approval prior to conveying the Road Improvement Property to City;

WHEREAS, Shander desires to re-construct the decorative fence and replace the landscaping adjacent to the Road Improvements that will be removed by the Project pursuant to the bid ("Reconstruction Bid") as detailed on Exhibit B, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To install the Road Improvements at the location, as detailed in Exhibit A.
2. To require the City's contractor to name Shander as an additional insured on any City required insurance policies and to indemnify and hold harmless Shander against liability for damage arising out of bodily

injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.

2. To demolish and remove all fences, structures and other property within the Road Improvement Property in order to construct the Road Improvements.

3. To pay Shander the purchase price amount of Fourteen Thousand Two Hundred Dollars and No Cents (\$14,200.00) for the Road Improvement Property within 30 days of execution of this Agreement by the City.

4. To pay Shander the Reconstruction Bid amount of Forty Eight Thousand Eight Hundred Sixty Eight Dollars and 71/100 Cents (\$48,868.71) as detailed on Exhibit B

ARTICLE II—SHANDER AGREES

1. To convey to the City the Road Improvement Property on the terms and conditions in this Agreement. The deed used by Shander in the conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit C, attached hereto and incorporated herein by this reference. Once executed by Shander, the Grant, Bargain and Sale Deed shall be deposited into Escrow (see Article V) and recorded with the Clark County Recorder upon satisfaction of all terms and conditions of this Agreement by both Parties.

2. To execute an AEP document ("AEP Document") for construction of the Road Improvements. The document shall be substantially in the form of the AEP Document in Exhibit D, attached hereto and incorporated herein by this reference. The fully executed AEP Document shall be deposited into Escrow and released to the City upon satisfaction of all terms and conditions of this Agreement by both Parties. The AEP Document shall not be recorded and shall expire at the end of the construction of the Road Improvements.

3. Shander shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Road Improvement Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Road Improvement Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Shander's actions or omission, including failure to make a required payment, or (d) convey any interest in the Road Improvement Property, including but not limited to conveyances of title and transfers of development rights.

ARTICLE III—CITY REPRESENTS

1. The City has full power and authority to enter into their agreement and to accept title to the Road Improvement Property in accordance with this Agreement.

2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of state or local laws.

3. To pay all fees related to the transactions contemplated herein, including Escrow and recording fees and real property transfer tax.

3. Each of the above representations is material and is relied upon by Shander. Each of the above representations shall be deemed to have been made as of the date of recordation of the Grant, Bargain, and Sale Deed.

ARTICLE IV—SHANDER REPRESENTS

1. Shander has full power and authority to enter into their agreement and to convey title to the Road Improvement Property in accordance with this Agreement.
2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of federal, state or local laws.
3. No one other than Shander will be in possession of, nor have any right to possession of any portion of the Road Improvement Property at the time of conveyance.
4. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Road Improvement Property or any portion thereof, or pending or threatened against Shander which could affect Shander's title to the Road Improvement Property or any portion thereof, or subject Shander to liability.
5. To the best of Shander's knowledge, there are no:
 - A. Intended public improvements or private rights which will result in the creation of any liens upon the Road Improvement Property or any portion thereof;
 - B. Uncured notices from any governmental agency notifying Shander of any violations of law, ordinance, rule or regulation, which could affect the Road Improvement Property, or any portion thereof;
 - C. Actual or impending mechanics liens against the Road Improvement Property or any portion thereof;
 - D. Notices or other information giving Shander reason to believe that any conditions existing on the Road Improvement Property or in the vicinity of the Road Improvement Property or in ground or surface waters associated with the Road Improvement Property may have a material effect on the value of the Road Improvement Property or subject the owner of the Road Improvement Property to potential liabilities under environmental laws.
 - E. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Road Improvement Property or any portion thereof.
 - F. To the best of Shander's knowledge, there is no condition at, on, under or related to the Road Improvement Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and here has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined,

on the Road Improvement Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Road Improvement Property or into or upon ground or surface water at the Road Improvement Property or within 2,000 feet of the boundaries of the Road Improvement Property. No Hazardous Substance is now or ever has been stored on the Road Improvement Property in underground tanks, pits or surface impoundments and here are no asbestos-containing materials incorporated in the buildings or interior Road Improvements or equipment that are part of the Road Improvement Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB Item, as defined at 40 CFR Section 762.3, on the Road Improvement Property or among the assets to be transferred pursuant to this Agreement. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

G. The execution of the Agreement will not constitute a breach or default under any agreement to which Shander is bound and/or to which the Road Improvement Property is subject.

6. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of the date of recordation of the Grant, Bargain, and Sale Deed.

ARTICLE V—MUTUALLY AGREED

1. The Parties agree to open an escrow with Nevada Title Company ("Escrow") within three (3) business days of this Agreement being fully executed by both Parties. The Parties agree to sign all documents necessary to satisfy the terms and conditions of this Agreement and the Escrow.

2. The Parties represent and warrant that no real estate agent/broker is entitled to any commission as the procuring cause of this Agreement and transactions contemplated herein.

3. Remedies Upon Default. In the event of any Party's default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity except as limited by Article VI—Release, have the right of specific performance against the other Party.

ARTICLE VI—Release

1. Shander and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees, agents, representatives and consultants from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to 1) any claims arising from the City's purchase of the Road Improvement Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation delay and unreasonable pre-condemnation activities and 2) any claims related to the payment of the Reconstruction bid. Shander expressly acknowledges that this release extends to any claims which Shander does not know or suspect to exist in its favor arising from the City's purchase of the Road Improvement

Property and payment of the Reconstruction Bid and at the time of executing the Agreement, which if known by Shander, may have materially affected this Agreement with the City.

Shander hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Shander understands and acknowledges the legal significance and the consequences of the claims related to the City's purchase of the Road Improvement Property and payment of the Reconstruction Bid being released by this Agreement.

ARTICLE VII—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To Shander:

Alexander Tzvetansky
Treasurer, Chief Financial Officer
5800 West Charleston Blvd.
Las Vegas, NV 89146

5. Time is of the essence of this Agreement.

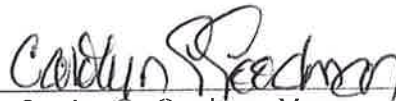
6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and

understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

5. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

CITY OF LAS VEGAS



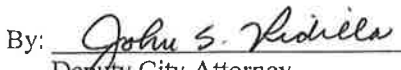
Carolyn G. Goodman, Mayor

ATTEST:

By:  7/28/11

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  7/26/11

Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

SHANDER INTERNATIONAL, LLC

By:  _____

Name: ALEXANDER TZVETANSKY,

Title: MANAGER

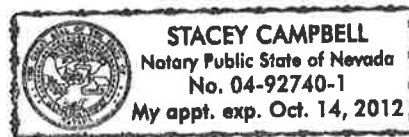
NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

PROPERTY PURCHASE AND SALE AGREEMENT

STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 28th day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Stacey L Campbell
Notary Public



STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 19 day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared, Alexander Tzvetansky of Shander International, LLC, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

Sue Reilly
Notary Public

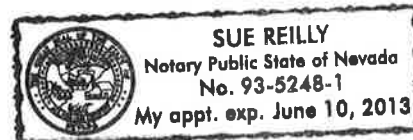


EXHIBIT A
ROAD IMPROVEMENT PROPERTY

EXHIBIT A

Parcel 138-36-401-014

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of Government Lot 48, lying within the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 36, T. 20 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

Parcel 1

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 40.00 feet right of and at right angles to Highway Engineer's Station "J" 331+34.98 P.O.T.; said point of beginning further described as bearing N. 07°59'21" E. a distance of 329.03 feet from the southwest corner of Section 36; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 01°00'23" E. – 54.38;
2. departing said easterly right-of-way from a tangent which bears S. 03°03'25" E, curving to the left, with a radius of 1193.50 feet, through an angle of 00°17'41", an arc distance of 6.14 feet to a point of reverse curvature;
3. from a tangent which bears S. 03°21'06" E., curving to the right, with a radius of 1227.50 feet, through an angle of 02°15'13", an arc distance of 48.28 feet to a tangent which bears S. 01°05'53" E. on the southerly line of said Government Lot 48;
4. along said southerly line, N. 89°50'23" W. – 3.17 feet to the Point of Beginning.

said parcel contains an area of 96 sq. ft.

Parcel 2

COMMENCING at a point on the easterly right-of-way of Jones Boulevard, 40.00 feet right of and at right angles to Highway Engineer's Station "J" 331+34.98 P.O.T.; said point of commencement further described as bearing N. 07°59'21" E. a distance of 329.03 feet from the southwest corner of Section 36; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence along said easterly right-of-way N. 01°00'23" E. – 94.47 feet to the Point of Beginning;

continuing along said easterly right-of-way

1. N. 01°00'23" E. – 153.49 feet;

2. departing said easterly right-of-way from a tangent which bears S. 01°00'23" W, curving to the left, with a radius of 20.00 feet, through an angle of 14°02'11", an arc distance of 4.90 feet;
3. S. 13°01'48" E. – 22.71 feet;
4. from a tangent which bears the last described course curving to the right, with a radius of 30.00 feet, through an angle of 14°02'11", an arc distance of 7.35 feet;
5. S. 01°00'23" W. – 74.85 feet;
6. from a tangent which bears the last described course curving to the right, with a radius of 30.00 feet, through an angle of 9°27'44", an arc distance of 4.95 feet;
7. S. 10°28'07" W. – 40.10 feet to the Point of Beginning.

said parcel contains an area of 812 sq. ft (0.01 acres).

The Basis of Bearing for these descriptions is N. 01°00'23" E., being the bearing of the east line of the southeast quarter of Section 35, T. 20 S., R. 60 E., M.D.M., as shown by map thereof in File 182 of Surveys, as Page 17 in the Clark County Recorder's Office, Clark County, Nevada.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022

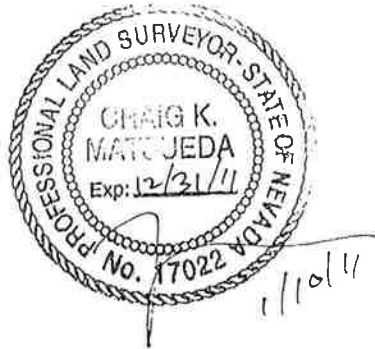


EXHIBIT "B"

NAME	
(A)	S. 88°59'37" E. - 40.00'
(B)	T.B. = S. 03°03'25" E. Δ = 00°17'41" R = 1193.50' L = 6.14' T.B. = S. 03°21'06" E.
(C)	Δ = 02°15'13" R = 1227.50' L = 48.28' T.B. = S. 01°05'53" E.
(D)	N. 89°50'23" W. - 3.17'
(E)	T.B. = S. 01°00'23" W. Δ = 14°02'11" R = 20.00' L = 4.90'
(F)	S. 13°01'48" E. - 22.71'
(G)	T.B. = S. 13°01'48" E. Δ = 14°02'10" R = 30.00' L = 7.35'
(H)	T.B. = S. 01°00'23" E. Δ = 09°27'44" R = 30.00' L = 4.95'
(I)	S. 10°28'07" W. - 40.10'

EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES AN AREA FOR RIGHT-OF-WAY ACQUISITION, GENERALLY LOCATED ALONG THE EASTERLY RIGHT-OF-WAY OF JONES BOULEVARD, NORTH OF CHARLESTON BOULEVARD.

APN: 138-36-401-014

DESCRIPTION

A PORTION OF GOVERNMENT LOT 48, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND CHARLESTON BOULEVARD; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, AND STREET CENTERLINE OF SAID JONES BOULEVARD, NORTH 01°00'23" EAST, A DISTANCE OF 509.08 FEET; THENCE DEPARTING SAID WEST LINE AND STREET CENTERLINE, SOUTH 88°59'37" EAST, A DISTANCE OF 47.00 FEET TO A LINE PARALLEL WITH AND DISTANT 47.00 FEET MEASURED AT RIGHT ANGLES TO SAID WEST LINE AND STREET CENTERLINE, SAID POINT BEING ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID PARALLEL LINE, NORTH 01°00'23" EAST, A DISTANCE OF 25.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 88°59'37" EAST, A DISTANCE OF 5.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 01°00'23" WEST, A DISTANCE OF 25.00 FEET; THENCE AT RIGHT ANGLES, NORTH 88°59'37" WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 125 SQUARE FEET.

BASIS OF BEARING

NORTH 01°00'23" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN ON MAP THEREOF ON FILE IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



EXHIBIT "B"

PROJECT NO. 412.6451

JONES BOULEVARD

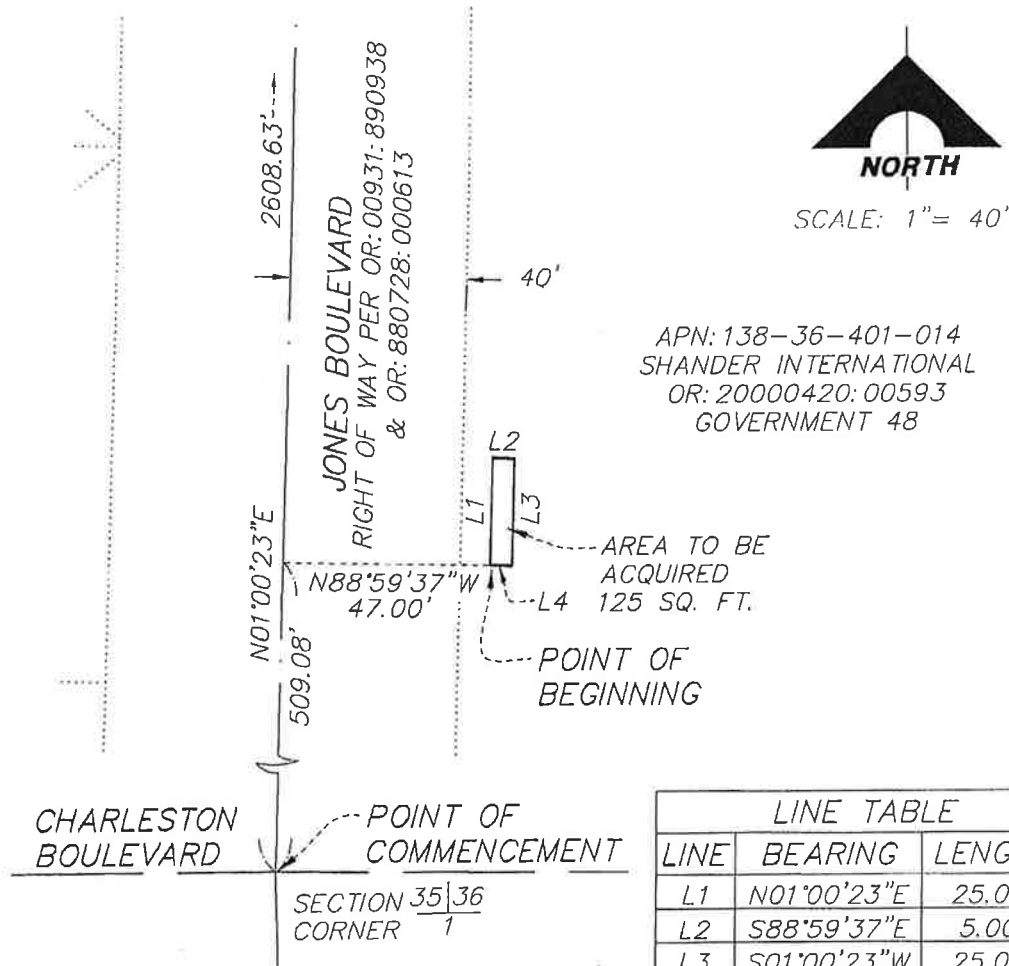
DESCRIPTION: RIGHT-OF-WAY ACQUISITION

DATE: 12.06.10

CALC. BY: CKM

CHECKED BY: CM

DRAWN BY: CKM



OWNER: SHANDER INTERNATIONAL LLC
ASSESSOR'S PARCEL NUMBER: 138-36-401-014
SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
TOTAL AREA OF PARCEL: 95,832 SQ. FT. OR 2.20 ACRES
AREA OF R/W TO BE ACQUIRED: 125 SQ. FT.
TOTAL REMAINING AREA OF PARCEL: 95,707 SQ. FT. OR 2.20 ACRES
REFERENCE: GOVERNMENT LOT 48, OR: 20000420: 000593

EXHIBIT B
RECONSTRUCTION BID

Deaken Builders Inc
5716 Negril Ave.
Las Vegas, Nv. 89130
(702)604-9358 Fax (702)658-9358
Lc# 47989A
Bid Limit \$900,000.00
4/21/2011 11:31 AM

EXHIBIT B

Insured: Shandler International, LLC
Property: 3800 West Chalston Blvd.
Las Vegas, NV 89146
Type of Loss:
Deductible:

Estimate: 01-M028-2011
Claim Number: 01-M028-201
Policy Number:
Price List: NVLV9F_MAR11
Restoration/Service/Remodel
F = Factored In, D = Do Not Apply

Summary

Line Item Total			48,836.50
Material Sales Tax	@	8.100% x	397.60
			32.21
Replacement Cost Value			48,868.71
Less Deductible			(0.00)
Net Payment			\$48,868.71


KEN BAGWELL

(702) 604-9358

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.

Deaken Builders Inc

4/21/2011 11:31 AM

Shandler International, LLC

01-M028-2011

DESCRIPTION	QUANTITY	UNIT COST	RCV
1. MASONRY	1.00 EA	30,290.00	30,290.00
Furnish labor & Materials to build 130 lf. of fence wall constructed of 8" slump stone block, 7' in height. Cap 130 lf. of wall with cap stone to match existing. Install 175 sf. of stone venter to simulate columns and match existing			
* 3. Two coat stucco over masonry (Smooth coat)	910.00 SF	4.55 *D	4,140.50
4. Seal & paint stucco	110.00 SF	1.00 *D	110.00
2. LANDSCAPING	1.00 EA	14,296.00	14,296.00
50, Pyracantha on stakes. 10 tons 1/2" Mojave Gold & 8 tons 3/4 Moapa Pink landscape rock, 100 fertilizer tabs. Transplant 2 existing palm trees.			
Total: 01-M028-2011			48,836.50
Line Item Totals: 01-M028-2011			48,836.50

Grand Total Areas:

Trade Summary

Includes all applicable Tax, General Contractor O&P, and Base Service Charges

DESCRIPTION	LINE ITEM QNTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
LND LANDSCAPING					
LANDSCAPING	1.00 EA	\$14,296.00	\$14,296.00	\$0.00	\$0.00
TOTAL LANDSCAPING		\$14,296.00	\$14,296.00	\$0.00	\$0.00
MAS MASONRY					
MASONRY	1.00 EA	\$30,290.00	\$30,290.00	\$0.00	\$0.00
TOTAL MASONRY		\$30,290.00	\$30,290.00	\$0.00	\$0.00
PNT PAINTING					
Seal & paint stucco	110.00 SP	\$111.25	\$111.25	\$0.00	\$0.00
TOTAL PAINTING		\$111.25	\$111.25	\$0.00	\$0.00
STU STUCCO & EXTERIOR PLASTER					
Two coat stucco over masonry (Smooth coat)	910.00 SP	\$4,171.46	\$4,171.46	\$0.00	\$0.00
TOTAL STUCCO & EXTERIOR PLASTER		\$4,171.46	\$4,171.46	\$0.00	\$0.00
TOTALS		\$48,868.71	\$48,868.71	\$0.00	\$0.00

Note: Slight variances may be found within report sections due to rounding
01-M028-2011

Page: 3

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

EXHIBIT C

APN: 138-36-401-014

WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

GRANT DEED

THIS INDENTURE WITNESSETH: That **Shander International, LLC**, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 138-36-401-014
OWNER: Shander International, LLC
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

Shander International, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

EXHIBIT D

AUTHORIZATION TO ENTER PROPERTY

EXHIBIT D

APN: 138-36-401-014

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described as part of the **Jones Boulevard Road Improvement Project**.

The above-referenced parcel of land is described as a portion of:

APN: 138-36-401-014

(See attached maps for location)

The City of Las Vegas and/or its agents will restore the real property as nearly as possible to its original condition prior to termination of this authorization.

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Jones Boulevard Road Improvement Project.

DATE: _____

GRANTED:

Shander International, LLC

BY: _____

PRINT NAME: _____

TITLE: _____

H-#16901

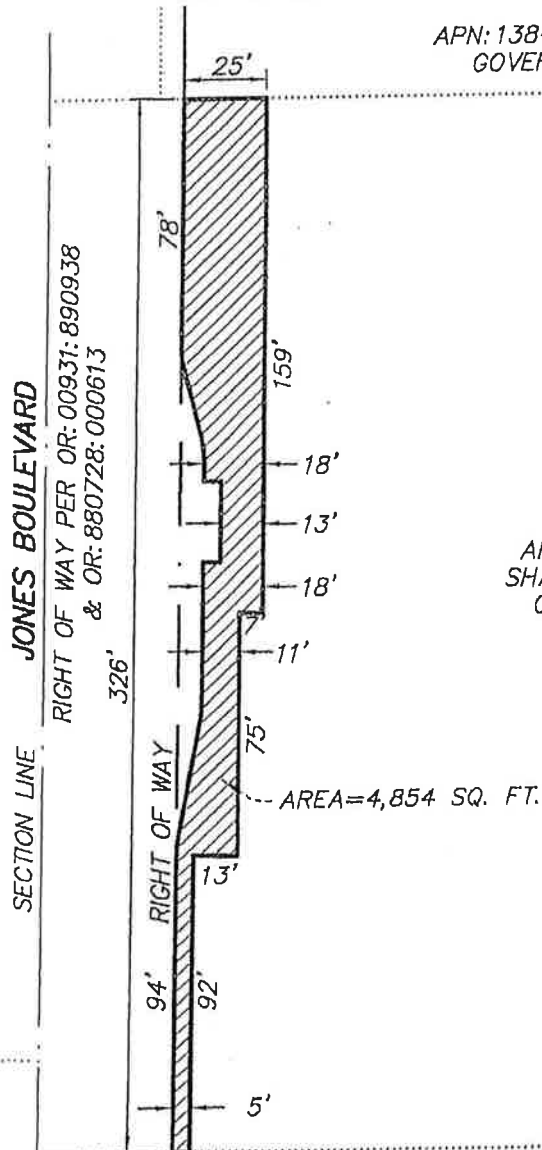
APN 138-36-401-014
SHANDER INTERNATIONAL LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION OF GOVERNMENT LOT 48, LYING WITHIN THE SOUTHWEST
QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

APN: 138-36-401-012
GOVERNMENT 17



APN: 138-36-401-014
SHANDER INTERNATIONAL
OR: 20000420: 00593
GOVERNMENT 48



SCALE: 1" = 50'

APN: 138-36-406-005
PORTION GOVERNMENT 49

RECEIVED

DEC 17 2010

RIGHT-OF-WAY

PROPERTY PURCHASE AND SALE AGREEMENT

THIS PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 28th day of July, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and Henderson Car Wash Investments, LLC ("Henderson Car Wash"). City and Henderson Car Wash are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, Henderson Car Wash is the owner of Assessor's Parcel Number ("APN") 163-12-101-002 ("Parcel"), commonly known as 6045 W. Sahara Ave., City of Las Vegas, Clark County, Nevada;

WHEREAS, the City desires to purchase a portion of the Parcel ("Road Improvement Property") as detailed on Exhibit A, attached hereto and incorporated herein by this reference, as part of the Project to construct a right-hand turn lane ("Road Improvements");

WHEREAS, Henderson Car Wash desires to convey the Road Improvement Property and an Authorization to Enter Property ("AEP") for construction of the Road Improvements in exchange for the consideration detailed in Article 1 below;

WHEREAS, Henderson Car Wash desires to remove and re-construct the flag pole, fuel vents and landscaping adjacent to the Road Improvements pursuant to the bids ("Reconstruction Bid") as detailed on Exhibit B, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To install the Road Improvements at the location, as detailed in Exhibit A.
2. To require the City's contractor to name Henderson Car Wash as an additional insured on any City required insurance policies and to indemnify and hold harmless Henderson Car Wash against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.
2. To demolish and remove all landscaping, structures and/or other property within the Road Improvement Property in order to construct the Road Improvements. City will give Henderson Car Wash thirty (30) days notice prior to the start of any demolition ("30-Day Notice Period").
3. To pay Henderson Car Wash the purchase price amount of Twenty Three Thousand Five Hundred Dollars and No Cents (\$23,500.00) for the Road Improvement Property at Close of Escrow (see Article II).

4. To pay Henderson Car Wash the Reconstruction Bid amount of Sixty Eight Thousand Three Hundred Eighty two Dollars and 00/100 Cents (\$68,382.00) as detailed on Exhibit B at Close of Escrow.

ARTICLE II—HENDERSON CAR WASH AGREES

1. To convey to the City the Road Improvement Property on the terms and conditions in this Agreement. The deed used by Henderson Car Wash in the conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit C, attached hereto and incorporated herein by this reference. Once executed by Henderson Car Wash, the Grant, Bargain and Sale Deed shall be deposited into Escrow (see Article V) and recorded with the Clark County Recorder upon satisfaction of all terms and conditions of this Agreement by both Parties (“Close of Escrow”).

2. To execute an AEP document (“AEP Document”) for construction of the Road Improvements. The document shall be substantially in the form of the AEP Document in Exhibit D, attached hereto and incorporated herein by this reference. The fully executed AEP Document shall be deposited into Escrow and released to the City upon satisfaction of all terms and conditions of this Agreement by both Parties. The AEP Document shall not be recorded and shall expire at the end of the construction of the Road Improvements.

3. On or before the end of the 30-Day Notice Period, Henderson Car Wash shall remove any structures, landscaping or other property within the Road Improvement Property that it wishes to re-use, re-plant or otherwise keep for its own use. Any structures, landscaping or other property remaining in the Road Improvement Property after the termination of the 30-Day Notice Period will be demolished by the City or its contractor.

4. Henderson Car Wash shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Road Improvement Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Road Improvement Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Henderson Car Wash’s actions or omission, including failure to make a required payment, or (d) convey any interest in the Road Improvement Property, including but not limited to conveyances of title and transfers of development rights.

ARTICLE III—CITY REPRESENTS

1. The City has full power and authority to enter into their agreement and to accept title to the Road Improvement Property in accordance with this Agreement.

2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of state or local laws.

3. To pay all fees related to the transactions contemplated herein, including Escrow and recording fees and real property transfer tax.

3. Each of the above representations is material and is relied upon by Henderson Car Wash. Each of the

above representations shall be deemed to have been made as of Close of Escrow.

\\
\\

ARTICLE IV—HENDERSON CAR WASH REPRESENTS

1. Henderson Car Wash has full power and authority to enter into their agreement and to convey title to the Road Improvement Property in accordance with this Agreement.
2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of federal, state or local laws.
3. No one other than Henderson Car Wash will be in possession of, nor have any right to possession of any portion of the Road Improvement Property at the time of conveyance.
4. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Road Improvement Property or any portion thereof, or pending or threatened against Henderson Car Wash which could affect Henderson Car Wash's title to the Road Improvement Property or any portion thereof, or subject Henderson Car Wash to liability.
5. To the best of Henderson Car Wash's knowledge, there are no:
 - A. Intended public improvements or private rights which will result in the creation of any liens upon the Road Improvement Property or any portion thereof;
 - B. Uncured notices from any governmental agency notifying Henderson Car Wash of any violations of law, ordinance, rule or regulation, which could affect the Road Improvement Property, or any portion thereof;
 - C. Actual or impending mechanics liens against the Road Improvement Property or any portion thereof;
 - D. Notices or other information giving Henderson Car Wash reason to believe that any conditions existing on the Road Improvement Property or in the vicinity of the Road Improvement Property or in ground or surface waters associated with the Road Improvement Property may have a material effect on the value of the Road Improvement Property or subject the owner of the Road Improvement Property to potential liabilities under environmental laws.
 - E. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Road Improvement Property or any portion thereof.
 - F. To the best of Henderson Car Wash's knowledge, there is no condition at, on, under or related to the Road Improvement Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and here has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Road Improvement Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Road Improvement

Property or into or upon ground or surface water at the Road Improvement Property or within 2,000 feet of the boundaries of the Road Improvement Property. No Hazardous Substance is now or ever has been stored on the Road Improvement Property in underground tanks, pits or surface impoundments and here are no asbestos-containing materials incorporated in the buildings or interior Road Improvements or equipment that are part of the Road Improvement Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB Item, as defined at 40 CFR Section 762.3, on the Road Improvement Property or among the assets to be transferred pursuant to this Agreement. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

G. The execution of the Agreement will not constitute a breach or default under any agreement to which Henderson Car Wash is bound and/or to which the Road Improvement Property is subject.

6. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE V—MUTUALLY AGREED

1. The Parties agree to open an escrow with Nevada Title Company (“Escrow”) within three (3) business days of this Agreement being fully executed by both Parties. The Parties agree to sign all documents necessary to satisfy the terms and conditions of this Agreement and the Escrow.

2. The Parties represent and warrant that no real estate agent/broker is entitled to any commission as the procuring cause of this Agreement and transactions contemplated herein.

3. Remedies Upon Default. In the event of any Party’s default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity except as limited by Article VI—Release, have the right of specific performance against the other Party.

ARTICLE VI—Release

1. Henderson Car Wash and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees, agents, representatives and consultants from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to 1) any claims arising from the City’s purchase of the Road Improvement Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys’ fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation delay and unreasonable pre-condemnation activities and 2) any claims related to the payment of the Reconstruction Bid. Henderson Car Wash expressly acknowledges that this release extends to any claims which Henderson Car Wash does not know or suspect to exist in its favor arising from the City’s purchase of the Road Improvement Property and payment of the Reconstruction Bid and at the time of executing the Agreement, which if known by Henderson Car Wash, may have materially affected this Agreement with the City.

Henderson Car Wash hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Henderson Car Wash understands and acknowledges the legal significance and the consequences of the claims related to the City's purchase of the Road Improvement Property and payment of the Reconstruction Bid being released by this Agreement.

ARTICLE VII—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To Henderson Car Wash:

Bob Laszcik, Director of Construction
%Terrible Herbst
5775 So. Polaris
Las Vegas, NV 89118

5. Time is of the essence of this Agreement.

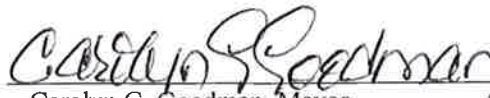
6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

\\
\\
\\
\\

5. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

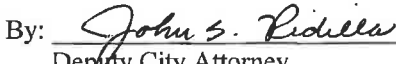
CITY OF LAS VEGAS


Carolyn G. Goodman, Mayor

ATTEST:

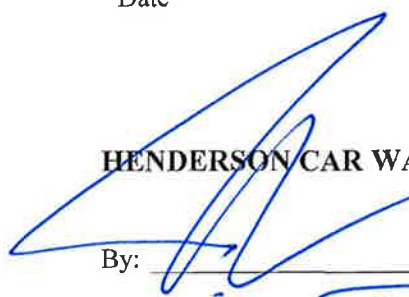
By:  7/28/11
Beverly K. Bridges, MMC, City Clerk Date

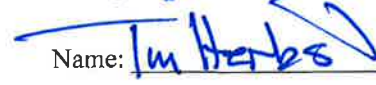
APPROVED AS TO FORM:

By:  7/28/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

HENDERSON CAR WASH INVESTMENTS, LLC

By: 

Name: 

Title: 

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

PROPERTY PURCHASE AND SALE AGREEMENT

STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 28th day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Carolyn G. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Stacey L Campbell
Notary Public



STATE OF NEVADA)
) ss.
CLARK COUNTY)

On this 19 day of July, 2011, before me, the undersigned Notary Public in and for said County and State, appeared, Tim Herbst, Vice President of Henderson Car Wash Investments, LLC, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

Alicia Necocha
Notary Public



EXHIBIT A

ROAD IMPROVEMENT PROPERTY

Parcel 163-12-101-002

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of Lot 1 as shown on map thereof on file in File 61, Page 33 of Parcel Maps in the Clark County, Nevada Recorder's Office, lying within the northwest quarter of the northwest quarter of Section 12, T. 21 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 50.00 feet right of and at right angles to Highway Engineer's Station "X" 297+07.87 P.O.T.; said point of beginning further described as bearing S. 11°14'44" E. a distance of 287.04 feet from the northwest section corner of Section 12; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence along said easterly right-of-way the following two (2) courses:

1. N. 01°12'50" W. – 154.06 feet;
2. from a tangent which bears the last described course, curving to the right along an arc with a radius of 54.00 feet, through an angle of 35°25'51", an arc distance of 33.39 feet to a point from which a tangent bears S. 34°13'01" W.;
3. departing said right-of-way, S. 01°12'50" E. – 131.52 feet;
4. from a tangent which bears the last described course, curving to the right along an arc with a radius of 80.00 feet, through an angle of 21°02'22", an arc distance of 29.38 feet to a point of reverse curvature;
5. curving to the left, with a radius of 70.00 feet, through an angle of 21°02'22", an arc distance of 25.70 feet to the Point of Beginning.

said parcel contains an area of 1,490 square feet (0.03 acres).

The Basis of Bearing for this description is N. 01°12'50" W., being the bearing of the west line of the northwest quarter of the northwest quarter of Section 12, T. 21 S., R. 60 E., M.D.M., as shown by map thereof in File 182 of Surveys, as Page 17 in the Clark County Recorder's Office, Clark County, Nevada.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



EXHIBIT B
RECONSTRUCTION BID



NETCO

INCORPORATED

LANDSCAPE DESIGN AND INSTALLATION

May 25, 2011

Herbst Oil
5195 S Las Vegas Blvd
Las Vegas, NV 89119

RE: Store #171 - 6065 W Sahara

PALMS:

Palm Tree Removal and Relocation of Mexican Fan Palms along Jones and Sahara due to NDOT Road Construction

Includes the following:

Crane, Trucking, Irrigation Modifications and Labor for all Work to be Performed

***** Caliche will be billed as an extra at \$125.00 per hour

5581 S. CAMERON STE. A • LAS VEGAS, NV 89118
(702) 251-4215 • FAX (702) 871-1097
LICENSE # 40174 • LIMIT: \$1,000,000.00



NETCO

INCORPORATED

LANDSCAPE DESIGN AND INSTALLATION

Herbst Oil - 6065 W Sahara

COPYRIGHT

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction, publication, or re-use by any method, in whole or in part, without the express consent of Netco, Inc. is strictly prohibited. Title to these plans and specifications remain in Netco, Inc. without prejudice. Unauthorized use of these plans and specifications shall result in a design fee of no less than \$1,000.00. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these conditions and restrictions.

WARRANTY

Plant material shall be warranted for ninety (90) days from the date of installation. sub-surface irrigation lines and controller for ninety (90) days from date of installation. Netco, Inc. is not responsible for fire, theft, vandalism, destruction by persons or animals, other contractors, acts of "GOD", including but not necessarily limited to extreme temperatures and/or wind, flood, drought, neglect or abuse. Water connection and power to irrigation and lighting controllers by owner. Concrete is not warranted against cracking. Repair and/or replacement of any and all material, organic or inorganic, is available through, Netco, Inc. 'Customer Service Department' at (702)251-4215. Any and all requests for such repair and/or replacement of any and all materials must be made through 'Customer Service'. Any addition(s) and/or alteration(s) by others to plant material and/or irrigation system voids any and all warranties by Netco, Inc. Any addition(s), extras(s), and/or change order(s) to the original contract are payable upon acceptance of same. Payment is due upon reasonable completion of project; failure to pay in full upon completion voids any and all expressed or implied warranties; consequently, any rights to further 'Customer Service' or availability thereof. Netco, Inc. reserves the right to lien property in question for amount of, but not necessarily limited to, original contract. Material(s) and/or labor are subject to availability at time of installation. Netco, Inc. reserves the right to retract this proposal if not executed by signature and/or receipt of funds within fifteen (15) days. This proposal becomes contract upon signature and/or receipt of funds. Thank You.

GRAND TOTAL: **\$7,500.00**

Terms:

100% Upon Completion **\$7,500.00**

Netco, Inc.

Client

Randy Netski

5581 S. CAMERON STE. A • LAS VEGAS, NV 89118
(702) 251-4215 • FAX (702) 871-1097
LICENSE # 40174 • LIMIT: \$1,000,000.00

VISION SIGN INC

6630 Arroyo Springs Street Suite 600 • Las Vegas, NV 89113
Phone: 702-895-7474 • Fax: 702-895-7444

SALES AGREEMENT

Contractors License Unlimited
#NV42776 #AZ149529

SUBMITTED TO Bob Laszcik		PHONE 372-0302	FAX	DATE 05/24/2011
FIRM NAME Terrible's Construction		JOB NAME & ADDRESS 6065 West Sahara/ Jones		
ADDRESS Las Vegas	CITY Las Vegas	STATE NV	ZIP CODE	SALES PERSON Jim Wilkins
		DESIGN #	DATE OF DESIGN	

Description of work contracted as follows:

Bob,

I spent numerous hours on the phone with several Flag pole manufacturers including the manufacturer of that flag pole, on the possibility of relocating an aluminum flag pole and received the same story from all. It is impossible to disassemble an aluminum flag pole after approx. two years of wear. The term they used was "Worn Out" !! Apparently after a long period of time the aluminum bonds (corrodes) together and cannot be separated. With that in mind I'm quoting the following:

Item # A

Removal and disposal of existing 80' Aluminum Flag pole

\$ 1,680.00

Item #B

Supply 80' Aluminum "Concorde" Flag Pole

\$12,420 + Shipping est. \$1,000

Item #C

Installation of 80' Aluminum Flag Pole

\$9412.00

Terms: 50% deposit to begin work, net 30 days on the balance after completion.

Exclusions

Time Clock & Photocell

Signage location is the responsibility of customer

Vision Sign to establish electrical requirements

Customer is to supply primary electrical to the signage

Abnormal digging conditions (caliche, hard pan, water table, etc)

Customer will supply any and all landscaping or under ground repair

Overtime Premium for installation (work hours 6 AM to 2:30 PM)

Permits, engineering and any 'Third Party' inspections (QAA) (if required) will be billed separately

All copy, sizes, and colors as per Vision Sign Inc. print # dated .

Sales Price: _____

Applicable Tax: Included _____

Total: _____ + Permits

Total \$24,512.00

QUOTATION IS VOID AFTER 10 DAYS. PERMITS WILL BE BILLED AT COST PLUS STAFF TIME REQUIRED FOR PERMIT ACQUISITION. THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE, UNLESS OTHERWISE SPECIFIED IN WRITING

ACCEPTANCE OF PROPOSAL CONSTITUTES A BINDING AGREEMENT BETWEEN PURCHASER AND SELLER UPON PURCHASER'S SIGNING THE CUSTOMER ACCEPTANCE ON PAGE ONE. THE STANDARD CONTRACT CONDITIONS ON PAGE TWO AND THE SELLER'S SIGNING THE VISION SIGN ACCEPTANCE ON PAGE ONE.

APPROVED BY _____

Vision Sign Inc. Acceptance

X _____

Customer Acceptance

Date

Print Name



g: P(0.2, 0.2, 0.4) → RW, 8000 steps

CA 10-2 (38100), AZ 10-2 (92198), NY 10-2 (92199), TX 10-2 (CR000004).



2065 W. Ann Road, Suite 130-671, Las Vegas, NV 89139

4076252203711 www.tait.com

Tait Environmental services will complete this scope of work for a firm fixxed fee of \$36,370.00. Please review and advise as we will need time to get required permits and obtain materials needed for Project, If you have any questions please feel free to contact me with any questions. The sooner you can let me know would Speedy up Project timeline. It will take 2 weeks to get permits and make sur ewe have proper parts in town to complete this scope of work. The following assumptions were made when completing this cost estimate.

There is no hard rock or caliche excavation included in this cost estimate.

There is no dewatering included in this cost estimate.

It is assumed there is water and power on site for normal construction activities.

Sincerely,

Mark Crosby

Mark Crosby
TES

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

APN: 163-12-101-002

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That **Henderson Car Wash Investments, LLC**, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit “A” attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

TYPE DOC: Grant Deed

EXHIBIT D

AUTHORIZATION TO ENTER PROPERTY

APN: 163-12-101-002

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described as part of the **Jones Boulevard Road Improvement Project**.

The above-referenced parcel of land is described as a portion of:

APN: 163-12-101-002

(See attached maps for location)

The City of Las Vegas and/or its agents will restore the real property as nearly as possible to its original condition prior to termination of this authorization.

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Jones Boulevard Road Improvement Project.

DATE: _____

GRANTED:

Henderson Car Wash Investments, LLC

BY: _____

PRINT NAME: _____

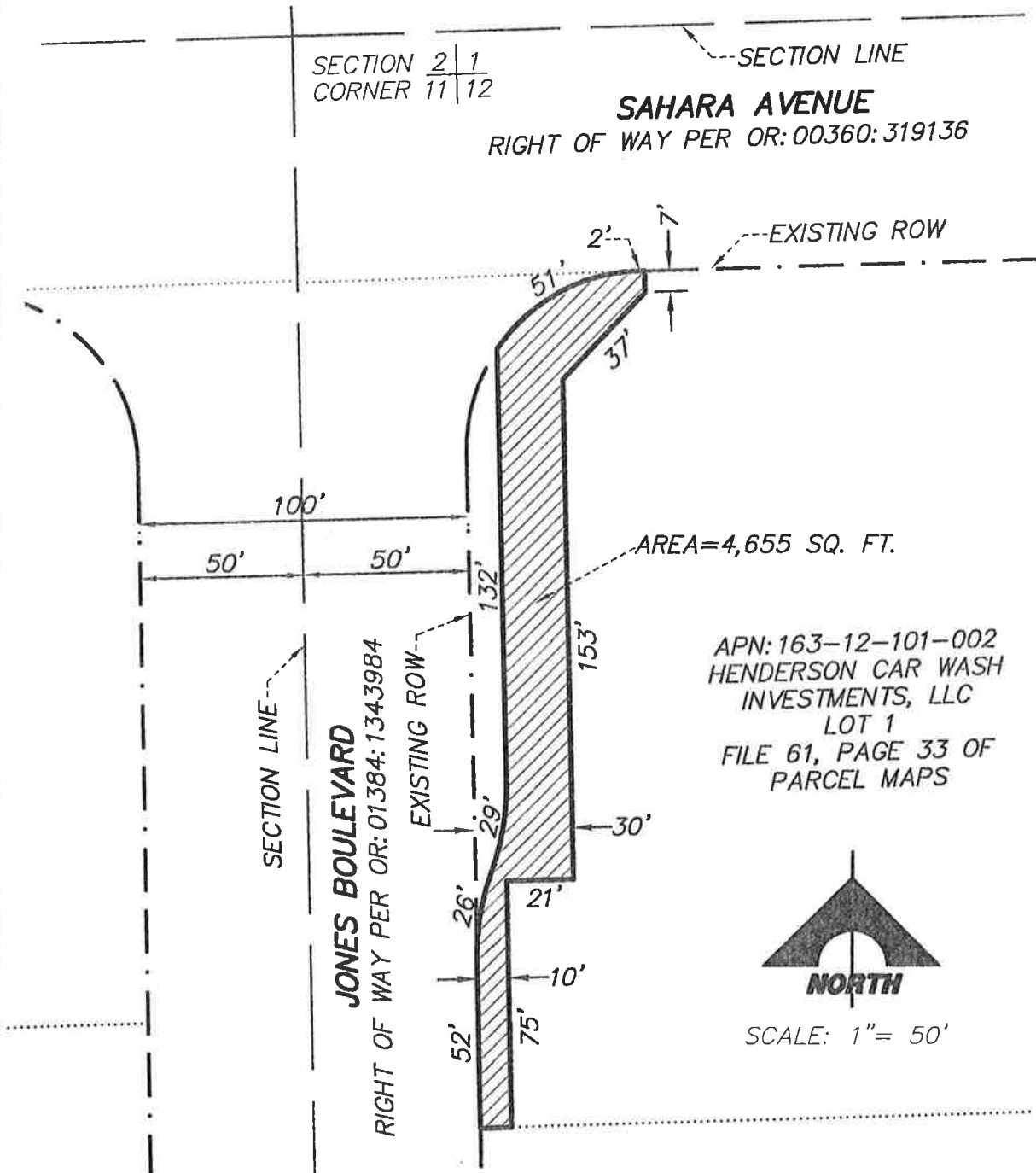
TITLE: _____

APN 163-12-101-002
HENDERSON CAR WASH
INVESTMENTS, LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 1 AS SHOWN IN FILE 61, PAGE 33 OF PARCEL MAPS,
LYING WITHIN A PORTION OF NORTHWEST QUARTER (NW 1/4)
OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12,
TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



**PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF LAS VEGAS AND DUCKS LAKE, LLC**

THIS PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 21st day November 2011, by and between the City of Las Vegas, municipal corporation in the State of Nevada ("City"), and Ducks Lake, LLC, a Nevada limited liability company ("Ducks Lake"). City and Ducks Lake are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, Ducks Lake is the owner of Assessor's Parcel Number ("APN") 163-01-401-011 & 012 ("Parcel"), commonly known as 2350 South Jones Boulevard, City of Las Vegas, Clark County, Nevada;

WHEREAS, the City desires to purchase a portion of the Parcel ("Road Improvement Property") as detailed on Exhibit A, attached hereto and incorporated herein by this reference, as part of the Project to construct a bus turnout lane, bus pad and bus shelter ("Road Improvements");

WHEREAS, Ducks Lake desires to convey the Road Improvement Property and enter into a License Agreement for construction of the Road Improvements in exchange for the consideration detailed in Article 1 below;

WHEREAS, the Parcel is encumbered by a Deed of Trust dated March 21, 2008, recorded against the Parcel ("Deed of Trust") for the benefit of Sun Life Financial ("Lender"), which Lender has been notified of the negotiations between Ducks Lake and City related to this Agreement;

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I - CITY AGREES

1. To install the Road Improvements at the location, as detailed in Exhibit A.
2. To install improvements adjacent to the new right-of-way as detailed in Exhibit B.
3. To require the City's contractor to name Ducks Lake as an additional insured on any City required insurance policies and to indemnify and hold harmless Ducks Lake against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents. Should Lender foreclose on the Parcel, then Lender will be named as an additional insured by City's contractor and Lender will be indemnified and held harmless against any liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.

4. To pay Ducks Lake who hereby assigns the payment to Lender the purchase price amount of Twenty One Thousand Five Hundred Forty Dollars and No Cents (\$21,540.00) for the Road Improvement Property at Close of Escrow (see Article II).
5. To pay Ducks Lake who hereby assigns the payment to Lender for damages to the existing parking area in the amount of Eighteen Thousand Four Hundred Sixty Dollars and No Cents (\$18,460.00) at Close of Escrow.
6. To pay all fees related to the transactions contemplated herein, including, without limitation, escrow, title and recording fees and real property transfer tax, and other reasonable and customary costs and fees associated with any transactions required as they relate to the Lender's release.
7. To not disturb any existing tenants on the Parcel except as reasonably necessary in order to construct the Road Improvements.

ARTICLE II – DUCKS LAKE AGREES

1. To convey to the City the Road Improvement Property on the terms and conditions in the Agreement. The deed used by Ducks Lake in the conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit C, attached hereto and incorporated herein by this reference. Once executed by Ducks Lake, the Grant, Bargain and Sale Deed shall be deposited into Escrow (see Article V) and recorded with the Clark County Recorder upon satisfaction of all terms and conditions of the Agreement by both Parties ("Close of Escrow").
2. To execute a License Agreement ("License Agreement") for construction of the Road Improvements. The document shall be substantially in the form of the License Agreement in Exhibit D, attached hereto and incorporated herein by this reference. The fully executed License Agreement shall be deposited into Escrow and released to the City upon satisfaction of all the terms and conditions of this Agreement by both Parties. The License Agreement shall not be recorded and shall expire upon the completion of the Project and no later than July, 31, 2012 unless otherwise extended by both Parties.
3. Ducks Lake shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Road Improvement Property; (b) cause or permit any new lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Road Improvement Property after execution of this Agreement; or (c) convey any interest in the Road Improvement Property, including but not limited to conveyances of title and transfers of development rights. The Parties acknowledge Lender's right to foreclose on the Parcel should Ducks Lake fail to cure existing defaults under the Deed of Trust.

ARTICLE III – CITY REPRESENTS

1. The City has full power and authority to enter into their agreement and to accept title to the Road Improvement Property in accordance with this Agreement.
2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of state or local laws.

3. Each of the above representations is material and is relied upon by Ducks Lake. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE IV – DUCKS LAKE REPRESENTS

1. Ducks Lake has full power and authority to enter into their agreement and to convey title to the Road Improvement Property in accordance with the Agreement.

2. The conveyance of the Road Improvement Property in accordance with this Agreement will not violate any provision of federal, state or local laws.

3. No one other than Ducks Lake will be in possession of, nor have any right to possession of any portion of the Road Improvement Property at the time of conveyance in Public Record other than Lender, as more specifically set forth in the Deed of Trust.

4. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Road Improvement Property or any portion thereof, or pending or threatened against Ducks Lake which could affect Ducks Lake's title to the Road Improvement Property or any portion thereof, or subject Ducks Lake to liability.

5. To the best of Ducks Lake's knowledge, there are no:

A. Intended public improvements or private rights which will result in the creation of any liens upon the Road Improvement Property or any portion thereof;

B. Uncured notices from any governmental agency notifying Ducks Lake of any violations of law, ordinance, rule or regulation, which could affect the Road Improvement Property, or any portion thereof;

C. Actual or impending mechanics liens against the Road Improvement Property or any portion thereof;

D. Notices or other information giving Ducks Lake reason to believe that any conditions existing on the Road Improvement Property or in the vicinity of the Road Improvement Property or in ground or surface waters associated with the Road Improvement Property may have a material effect on the value of the Road Improvement Property or subject the owner of the Road Improvement Property to potential liabilities under environmental laws.

E. Lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Road Improvement Property or any portion thereof.

F. Condition, at, on, under or related to the Road Improvement Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and here has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Road Improvement Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Road Improvement Property or into or upon ground or surface water at the Road Improvement Property or within 2,000 feet

of the boundaries of the Road Improvement Property. No Hazardous Substance is now or ever has been stored on the Road Improvement Property in underground tanks, pits or surface impoundments and there are no asbestos-containing materials incorporated in the buildings or interior Road Improvements or equipment that are part of the Road Improvement Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB Item, as defined at 40 CFR Section 762.3, on the Road Improvement Property or among the assets to be transferred pursuant to this Agreement. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

6. The execution of the Agreement will not constitute a breach or default under any agreement to which Ducks Lake is bound and/or to which the Road Improvement Property is subject; provided, however, this Agreement is expressly conditioned on obtaining the consent of Lender as required under the Deed of Trust and Article V (3) of this Agreement.

7. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE V – MUTUALLY AGREED

1. The Parties agree to open an escrow with Nevada Title Company (“Escrow”) within three (3) business days of this Agreement being fully executed by both Parties. The Parties agree to sign all documents necessary to satisfy the terms and conditions of this Agreement and the Escrow.

2. The Parties represent and warrant that no real estate agent/broker is entitled to any commission as the procuring cause of this Agreement and transactions contemplated herein.

3. The closing of Escrow will be subject to the express condition precedent of obtaining Lender consent. It is understood and agreed that as a condition of obtaining Lender consent, the consideration set forth in Article I (4) and (5) may be required to be paid to Lender, and City shall use reasonable efforts to obtain Lender consent. In the event Lender is unwilling to give consent, then City may exercise its power of eminent domain; nevertheless, the obligation of City pursuant to Article I shall survive this Agreement.

4. Remedies Upon Default. In the event of any Party’s default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity except as limited by Article VI – Release, have the right of specific performance against the other Party.

ARTICLE VI – RELEASE

1. Ducks Lake and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees, agents, representatives and consultants from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to 1) any claims arising from the City’s purchase of the Road Improvement Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys’ fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation

delay and unreasonable pre-condemnation activities and 2) any claims related to the payment of the Reconstruction Bid. Ducks Lake expressly acknowledges that this release extends to any claims which Ducks Lake does now know or suspect to exist in its favor arising from the City's purchase of the Road Improvement Property and payment of the reconstruction Bid and at the time of executing the Agreement, which if known by Ducks Lake, may have materially affected this Agreement with the City.

Ducks Lake hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Ducks Lake understands and acknowledges the legal significance and the consequences of the claims related to the City's purchase of the Road Improvement Property and payment of the Reconstruction Bid being released by this Agreement.

ARTICLE VII – MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties thereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To Ducks Lake:

c/o Daryl S. Alterwitz, Esq.
8965 S. Eastern Avenue, Suite 360
Las Vegas, NV 89123

5. Time is of the essence of this Agreement.

6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

7. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____
Deputy City Attorney Date

DUCKS LAKE, LLC
a Nevada Limited Liability Company

By: _____
David A. Mulkey, Managing Member

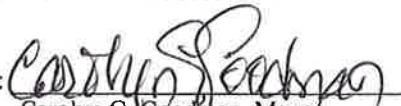
Notary Acknowledgements on Next Page

6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

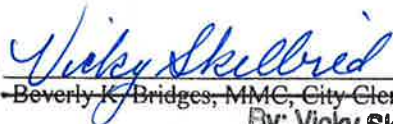
7. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

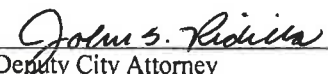
CITY OF LAS VEGAS

By: 
Carolyn G. Goodman, Mayor

ATTEST:

By:  11/21/2011
~~Beverly K. Bridges, MMC, City Clerk~~ Date
By: **Vicky Skilbred, CMC**
Acting City Clerk

APPROVED AS TO FORM:

By:  11/10/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

DUCKS LAKE, LLC
a Nevada Limited Liability Company

By: 
David A. Mulkey, Managing Member

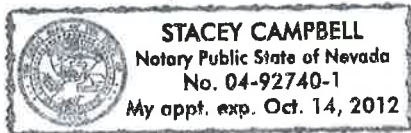
Notary Acknowledgements on Next Page

**PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF LAS VEGAS AND DUCKS LAKES, LLC**
Notary Acknowledgements

NOTARY ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 21st day of November, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.



Stacey L Campbell
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 2nd day of November, 2011 by David A. Mulkey as Managing Member of the Ducks Lake, LLC, a Nevada limited liability company.



Erica Badilla
Notary Public

EXHIBIT A
ROAD IMPROVEMENT PROPERTY

Parcel 163-01-401-011

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of Lot 4 as shown on map thereof on file in File 48, Page 13 of Parcel Maps, in the Clark County, Nevada Recorder's Office, lying within the southwest quarter of the southwest quarter of Section 1, T. 21 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

Parcel 1

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 50.00 feet right of and at right angles to Highway Engineer's Station "X" 303+17.89 P.O.T.; said point of beginning further described as bearing N. 06°32'10" E. a distance of 331.17 feet from the southwest section corner of Section 1; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence departing said easterly right-of-way:

1. N. 87°51'08" E. – 10.00 feet;
2. S. 02°08'52" E. – 10.20 feet;
3. from a tangent which bears the last described course, curving to the right, with a radius of 30.00 feet, through an angle of 14°02'11", an arc distance of 7.35 feet to a point from which a tangent bears S. 11°53'19" W.;
4. S. 11°53'19" W. – 35.08 feet;
5. from a tangent which bears the last described course, curving to the left, with a radius of 20.00 feet, through an angle of 14°02'11", an arc distance of 4.90 feet to a point on the easterly right-of-way of Jones Boulevard from which a tangent bears S. 02°08'52" E.;
6. along said right-of-way, N. 02°08'52" W. – 56.36 feet to the Point of Beginning.

said parcel contains an area of 339 square feet (0.01 acres).

Parcel 2

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 50.00 feet right of and at right angles to Highway Engineer's Station "X" 304+18.89 P.O.T.; said point of beginning further described as bearing N. 04°30'36" E. a distance of 431.27 feet from the southwest section corner of Section 1; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 02°08'52" W. – 12.10 feet;
2. N. 87°51'08" E. – 10.00;
3. S. 02°08'52" E. – 12.10 feet;
4. S. 87°51'08" W. – 10.00 feet to the Point of Beginning.

said parcel contains an area of 121 square feet (0.00 acres).

The Basis of Bearing for these descriptions is N. 02°08'52" W., being the bearing of the west line of the southwest quarter of the southwest quarter of Section 1, T. 21 S., R. 60 E., M.D.M., as shown by map thereof in File 182 of Surveys, as Page 17 in the Clark County Recorder's Office, Clark County, Nevada.

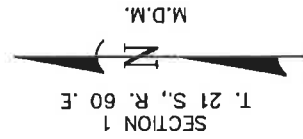
CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



ALL AREAS ARE SHOWN IN SQUARE FEET, UNLESS OTHERWISE INDICATED

[illegible]

NAME	
Ⓒ	N. 02°08'52" W. — 12.10'
Ⓓ	N. 87°51'08" E. — 10.00'
Ⓔ	S. 02°08'52" E. — 12.10'
Ⓙ	S. 87°51'08" W. — 10.00'



F:\Survey\400\412-645\Exhibits\Jones Boulevard\Submitted\110607\16301401011.dwg

Parcel 163-01-401-012

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of Lot 3 as shown on map thereof on file in File 48, Page 13 of Parcel Maps, in the Clark County, Nevada Recorder's Office, lying within the southwest quarter of the southwest quarter of Section 1, T. 21 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 50.00 feet right of and at right angles to Highway Engineer's Station "X" 303+17.89 P.O.T.; said point of beginning further described as bearing N. 06°32'10" E. a distance of 331.17 feet from the southwest section corner of Section 1; said corner further described as being a 2" BRASS CAP IN A WELL MONUMENT, STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 02°08'52" W. – 101.00 feet to the north line of Lot 3 as shown on the map thereof on file in File 48, Page 13 of Parcel Maps in the Clark County, Nevada Recorder's Office;
2. departing said right-of-way and along said north line, N. 87°51'08" E. – 10.00 feet;
3. S. 02°08'52" E. – 101.00 feet to the south line of said Lot 3;
4. along said south line, S. 87°51'08" W. – 10.00 feet to the Point of Beginning.

said parcel contains an area of 1,010 square feet (0.02 acres).

The Basis of Bearing for this description is N. 02°08'52" W., being the bearing of the west line of the southwest quarter of the southwest quarter of Section 1, T. 21 S., R. 60 E., M.D.M., as shown by map thereof in File 182 of Surveys, as Page 17 in the Clark County Recorder's Office, Clark County, Nevada.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



PROPERTY SCHEDULE

ALL AREAS ARE SHOWN IN SQUARE FEET, UNLESS OTHERWISE INDICATED

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA				REM. RT.	REM. LT.	REMARKS
						BK.	PG.	TYPE	DATE			
-	DUCKS LAKE, LLC	13,068		12,058	1,010							ACQUISITION

EXHIBIT "B"

NAME	
(A)	N. 02°08'52" W. - 101.00'
(B)	N. 87°51'08" E. - 10.00'
(C)	S. 02°08'52" E. - 101.00'
(D)	S. 87°51'08" W. - 10.00'

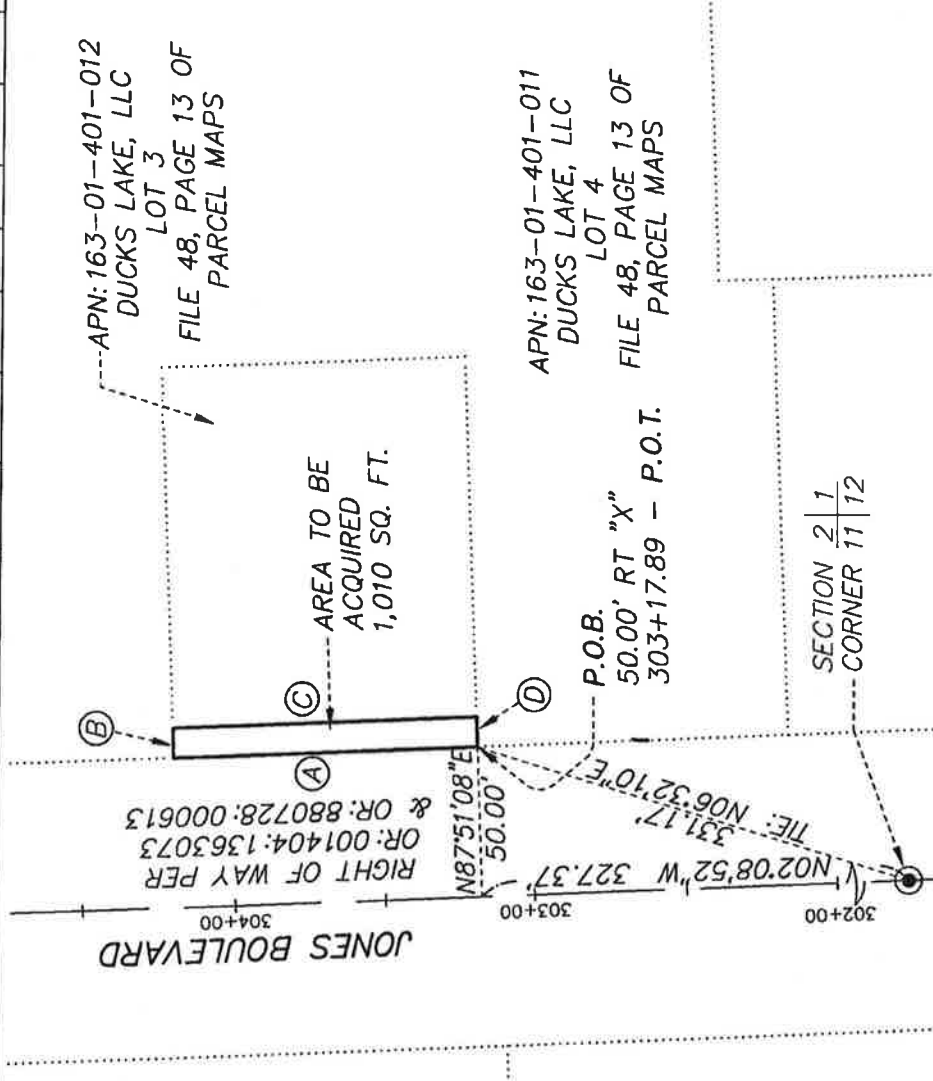


EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES AN AREA FOR RIGHT-OF-WAY ACQUISITION, GENERALLY LOCATED ALONG THE EAST RIGHT-OF-WAY OF JONES BOULEVARD, NORTH OF SAHARA BOULEVARD.

APN: 163-01-401-012

DESCRIPTION

A PORTION OF PARCEL 3 AS SHOWN IN FILE 48, PAGE 13 OF PARCEL MAPS, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND SAHARA AVENUE; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 1 AND STREET CENTERLINE OF SAID JONES BOULEVARD, NORTH 02°08'52" WEST, A DISTANCE OF 363.48 FEET; THENCE DEPARTING SAID WEST LINE AND STREET CENTERLINE AT RIGHT ANGLES, NORTH 87°51'08" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD, BEING A POINT ON THE WEST LINE OF SAID PARCEL 3; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND SAID WEST LOT LINE, CONTINUING ALONG LAST SAID LINE, NORTH 87°51'08" EAST, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD AND SAID WEST LOT LINE, SAID POINT BEING ALSO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 87°51'08" EAST, A DISTANCE OF 5.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 02°08'52" EAST, A DISTANCE OF 25.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 87°51'08" WEST, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF SAID JONES BOULEVARD AND SAID WEST LOT LINE; THENCE ALONG SAID PARALLEL LINE, NORTH 02°08'52" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 125 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

NORTH 02°08'52" WEST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



EXHIBIT "B"

PAGE 2 OF 2

PROJECT NO. 412.6451

JONES BOULEVARD

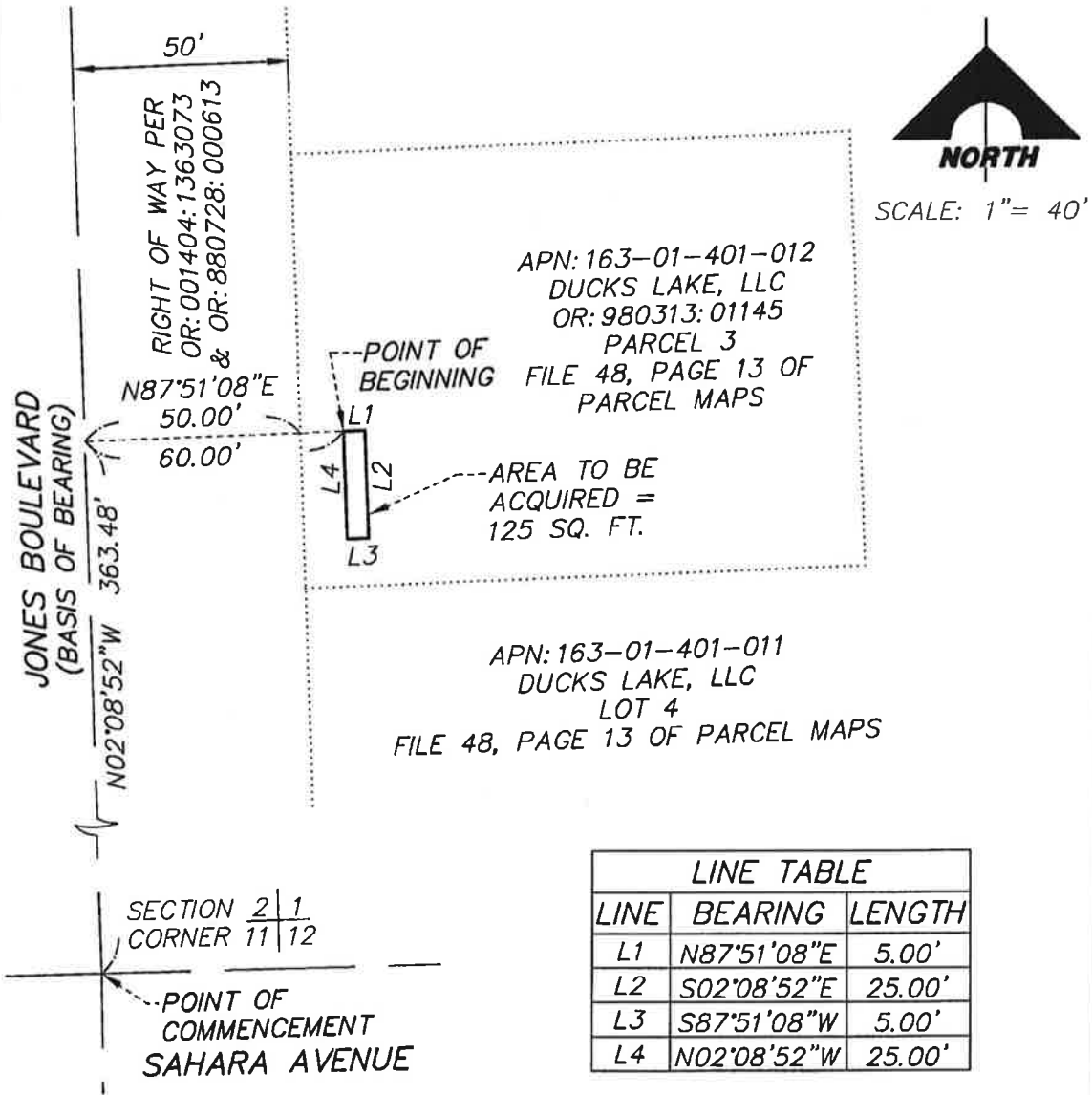
DESCRIPTION: RIGHT-OF-WAY ACQUISITION

DATE: 06.08.11

CALC. BY: CKM

CHECKED BY: CM

DRAWN BY: CKM



OWNER: DUCKS LAKE, LLC

ASSESSOR'S PARCEL NUMBER: 163-01-401-012

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.

TOTAL AREA OF PARCEL: 13,068 SQ. FT. OR 0.30 ACRES

AREA OF R/W TO BE ACQUIRED: 125 SQ. FT.

TOTAL REMAINING AREA OF PARCEL: 12,943 SQ. FT. OR 0.03 ACRES

REFERENCE: OR: 980313:01145, FILE 48, PAGE 13 OF PARCEL MAPS

EXHIBIT B

IMPROVEMENTS ADJACENT TO THE NEW RIGHT-OF-WAY

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

APN: 163-01-401-011

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That Ducks Lake, LLC, a Nevada limited liability company, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 163-01-401-011
OWNER: Ducks Lake, LLC
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

Ducks Lake, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

APN: 163-01-401-012

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That Ducks Lake, LLC, a Nevada limited liability company, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 163-01-401-012
OWNER: Ducks Lake, LLC
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

Ducks Lake, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

APN: 163-01-401-012

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That Ducks Lake, LLC, a Nevada limited liability company, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 163-01-401-012
OWNER: Ducks Lake, LLC
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

Ducks Lake, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

EXHIBIT D
LICENSE AGREEMENT

**LICENSE AGREEMENT BETWEEN
DUCK'S LAKE, LLC AND CITY OF LAS VEGAS**

This LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into by and between the DUCK'S LAKE, LLC, (hereinafter "COMPANY"), a Nevada limited liability company, and its successors and assignees, and the City of Las Vegas, a Municipal Corporation of the County of Clark, State of Nevada, (hereinafter "CITY"), in accordance with the terms and conditions described herein.

RECITALS

WHEREAS, the COMPANY is the sole fee simple owner of certain real property (hereinafter "Property") located at 2350 South Jones Boulevard, Las Vegas, Nevada, 89146-3103.

WHEREAS, the CITY has requested permission to enter a portion of the Property in order to conduct certain improvements as part of the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project"). As part of the Project, the CITY has requested permission to enter upon the Property to perform road improvement work at the location described on the CITY'S map as a portion of the property, APN: 163-011-401-011 & 012. Said map is marked Exhibit A ("Premises"), and is attached hereto and incorporated herein ("Map").

WHEREAS, the purpose of this agreement is to provide the CITY a nonexclusive license, to enter the Premises for the purpose described herein.

WHEREAS, the COMPANY and the CITY desire to set forth below their respective rights and obligations for a License with respect to the Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual agreements that follow, the Parties agree as follows:

1. COMPANY hereby grants the CITY, its employees, representatives, or agents, a nonexclusive license, to enter on the COMPANY Premises in order to perform the following activities:

(a) Walking, standing, building concrete curbs and gutter, landscape, and operating machinery in the adjacent right of way, and such other general construction work required to build the improvements to Jones Boulevard and Sahara Avenue as part of the CITY'S Project as more particularly set forth as Exhibit B ("Road Improvements") attached hereto and incorporated herein. Staging of material or storage of heavy equipment will not occur.

(b) In the event the CITY is required to remove asphalt, grade, repave, open trenches or any other work which would interfere with the operations and business of company or its tenants or their invitees, the CITY shall only utilize that portion of the Premises as is necessary to construct the specific required improvement, and to the greatest extent possible, only the portion of the Premise contiguous to the public improvements will be affected. It is understood that the Premises extend beyond the portion of the Premises in the immediate proximity to the public improvements, which additional portion is for the one time use by the CITY in order to mitigate

any physical condition affecting the grade of the parking lots and contiguous improvements, and the CITY shall make all such repairs over the broader portion of the Premises in a manner that will not unreasonably affect access, parking or visibility to the Parcel, Company, and its tenants, and invitees.

2. This License is expressly conditioned upon the payment by the CITY of the consideration set forth in the Purchase Sale Agreement between the COMPANY and the CITY.

3. **TERM.** This LICENSE is for a term beginning November 1, 2011 and expiring July 31, 2012, unless extended by written agreement executed by the parties hereto.

4. All work conducted under this License shall be performed at the sole cost and expense of the CITY.

5. The COMPANY representatives shall have the right to be present and observe first-hand all work conducted by the CITY on the Premises under the License, the CITY agrees to provide COMPANY seven (7) days written notice of the date and time for performance of the work. Notice shall be delivered to:

Ducks Lake, LLC
c/o Daryl S. Alterwitz, Esq.
8965 S. Eastern Avenue, Suite 360
Las Vegas, NV 89123
702-735-0061
Email: daryl@darylalterwitz.com
Email: johnmulkey@ufc.com

6. The CITY shall be responsible for the operation, maintenance and repair of its equipment and facilities pursuant to the License, and any and all costs related thereto, and shall remove all trash and debris caused by the CITY's exercise of its rights under this License. The CITY shall repair any defects thereto, immediately, or at such times when requested by the COMPANY.

7. The CITY, by acceptance of this License, agrees for and on behalf of itself, its consulting firm, agents, servants, employees, invitees or contractors, who may at anytime use, occupy, visit or maintain said License herein created that the COMPANY, its successors and assigns, shall not be responsible for damages or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the License as granted herein to the CITY, its agents, servants, employees, invitees or contractors.

8. Subject to the limitations of liability set forth in NRS 41.035, the CITY, by acceptance of this License, agrees to defend, indemnify and hold the COMPANY, its successors, and assigns, harmless against any and all claims, demands, damages, costs, expenses, and legal fees, for any loss, injury, death or damage to persons or property which at any time is suffered or sustained by the COMPANY, its employees, the public, or by any person whosoever who may at any time be using, occupying, or visiting, or maintaining the property that is the subject of said License, or be on or about the property that is the subject of said License, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the CITY, or its agents, servants, employees,

invitees, and contractors. In case of any action or proceeding brought against the COMPANY, by reason of such a claim, upon notice from the COMPANY, the CITY covenants to defend such action or proceeding. The COMPANY shall not be liable and the CITY waives and releases the COMPANY from all claims for damage to persons or property sustained by the CITY, or its employees, agents, servants, invitees, contractors and customers resulting by reason of the use of the License.

9. The CITY agrees that throughout the duration of this License to provide the COMPANY, its employees, customers, and the public with continual and uninterrupted access to the Property and that the CITY shall not use the License in a manner that unreasonably interferes with COMPANY operations.

10. **INSURANCE.** All work undertaken by the CITY pursuant to this License shall be completed by qualified engineers, contractors, and consultants. The CITY or their contractors shall carry and maintain at a minimum, workmen's compensation and comprehensive public liability insurance policies, covering without limitation, all potential claims and liability as described in Section 7, in the following amounts:

	<u>Bodily Injury</u>	<u>Property Damage</u>
General Liability	\$100,000/person \$500,000/accident	\$100,000/occurrence \$500,000/aggregate
Automobile Liability	\$100,000/person \$500,000/accident	\$100,000/occurrence \$500,000/aggregate

11. **RESTORATION.** Upon completion of the Project, the CITY shall restore any affected portion of the Premises to the condition it existed prior to the conduct of the CITY's work.

12. The use of the Premises under this License shall be subject to Federal, State, or municipal laws, rules, orders, regulations or requirements.

13. The CITY agrees to accept use of the Premises hereby licensed in their present condition and the COMPANY makes no warranty of the condition of the Premises now or in the future.

14. **CLAIMS AND DISPUTES.** This Agreement is governed by applicable state law.

15. **AUTHORIZATION.** The undersigned parties hereby warrant and represent that all necessary actions to duly approve the execution, delivery, and performance of this Agreement have been taken and this Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

16. **NOTICES.** Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses or such future addresses as may be designated in writing:

Left Blank Intentionally

CITY:

City of Las Vegas
Right-of-Way Section
Attn: Nancy Almanzan
333 North Rancho Drive
Las Vegas, NV 89106
Email: nalmanzan@
lasvegasnevada.gov

COMPANY:

Ducks Lake, LLC
c/o Daryl S. Alterwitz, Esq.
8965 S. Eastern Avenue, Suite 360
Las Vegas, NV 89123
Email: daryl@darylalterwitz.com
Email: johnmulkey@ufc.com

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year indicated below.

Executed this ____ day of _____, 2011.

DUCKS LAKE, LLC
a Nevada Limited Liability Company

By: _____
David A. Mulkey, Managing Member

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____
Deputy City Attorney Date

Notary Acknowledgements on Next Page

DUCK'S LAKE, LLC AND CITY OF LAS VEGAS
Notary Acknowledgements

NOTARY ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by David A. Mulkey as Managing Member of the Ducks Lake, LLC, a Nevada limited liability company.

Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

Notary Public

EXHIBIT A

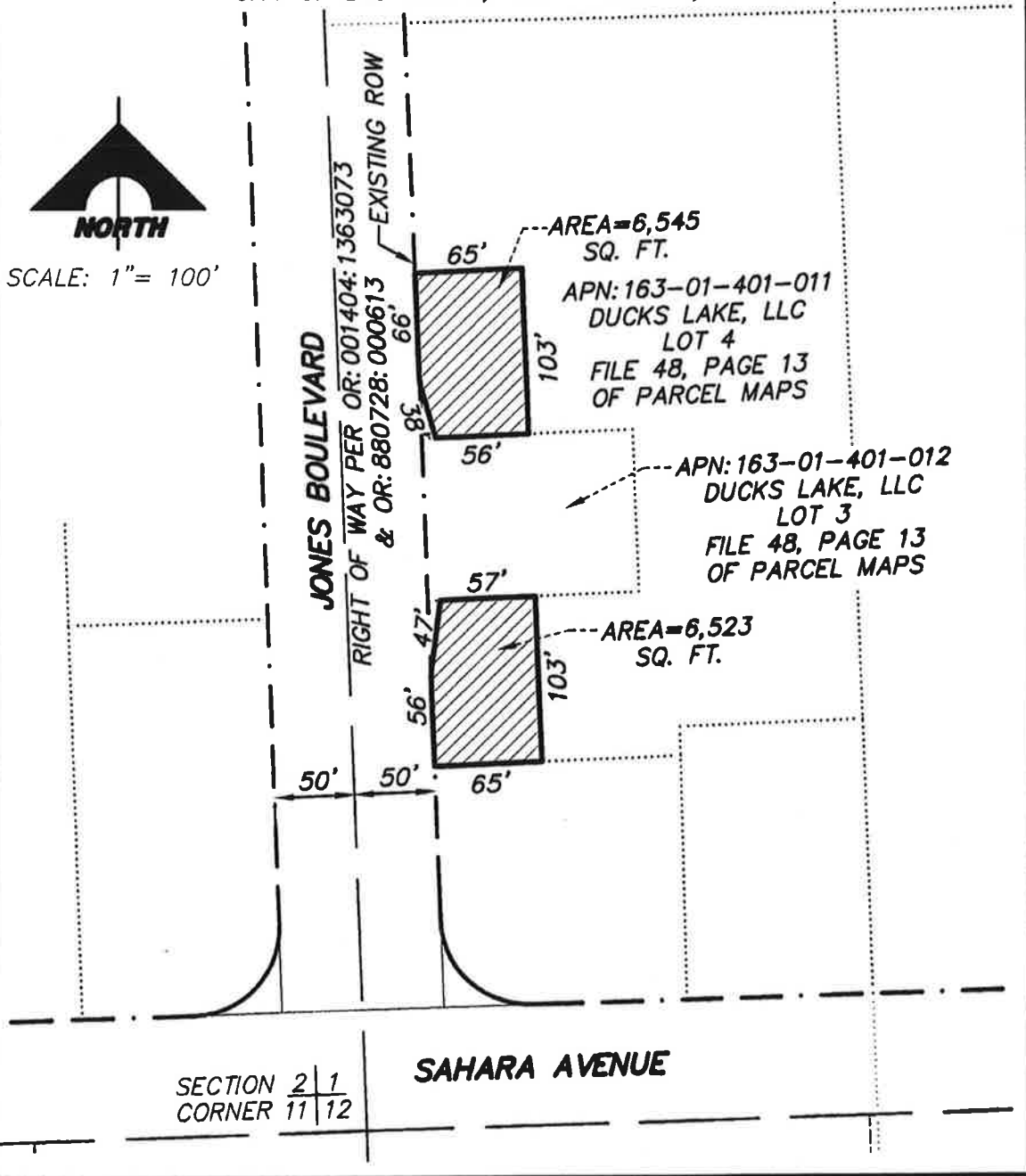
PREMISES

APN 163-01-401-011
DUCKS LAKE, LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 4 AS SHOWN IN FILE 48, PAGE 13 OF PARCEL MAPS,
LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4)
OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 01,
TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



APN 163-01-401-012
DUCKS LAKE, LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 3 AS SHOWN IN FILE 48, PAGE 13 OF PARCEL MAPS, LYING
WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE
SOUTHWEST QUARTER (SW 1/4) OF SECTION 01, TOWNSHIP 21 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

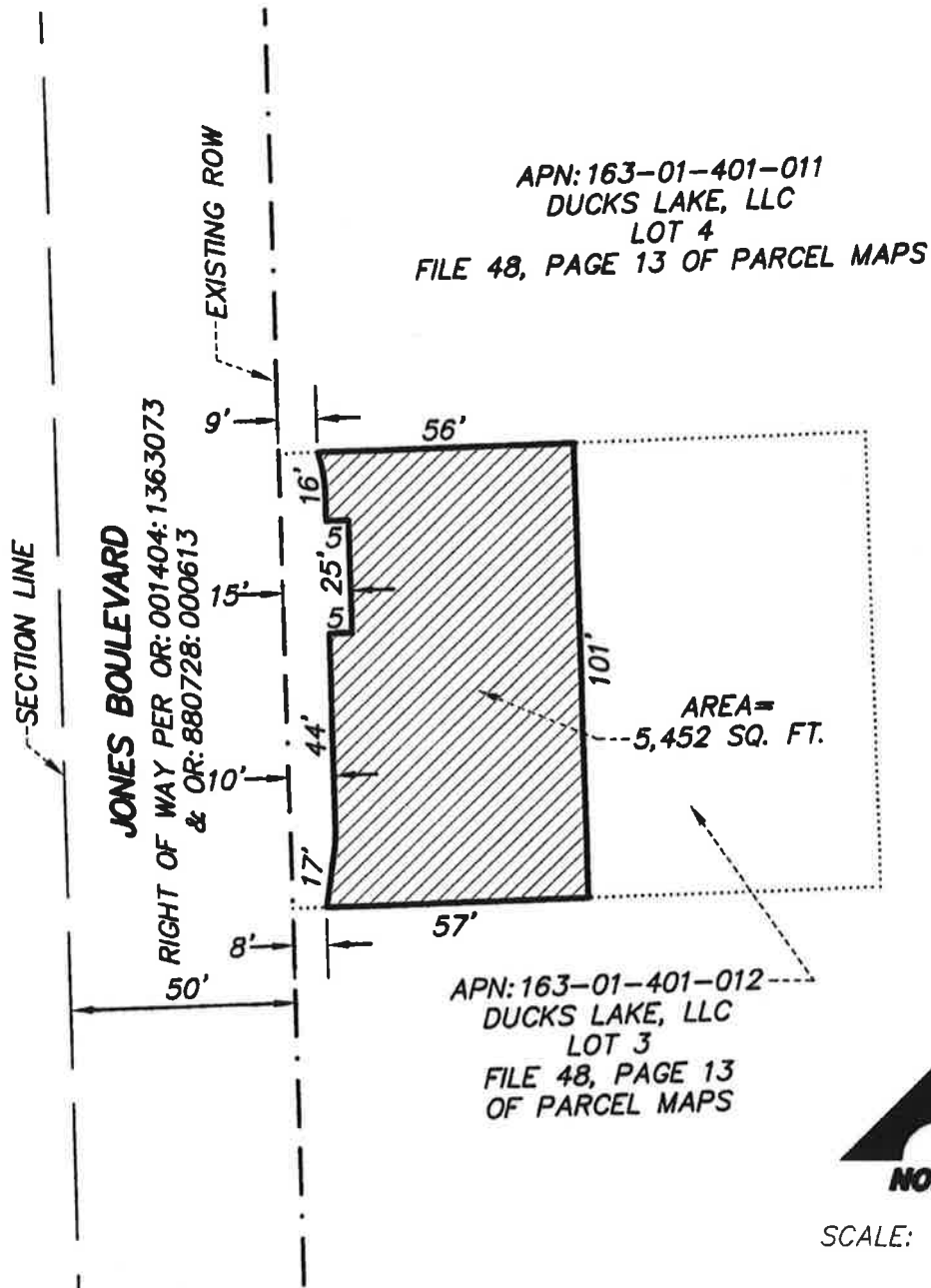


EXHIBIT B

ROAD IMPROVEMENTS

**PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF LA VEGAS AND MCKENZIE-HANSON, LLC**

THIS PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") entered into this 24th day of OCTOBER, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and McKenzie-Hanson, LLC, a Nevada limited liability company ("McKenzie-Hanson"). City and McKenzie-Hanson are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones and Valley View Corridor Road Improvement Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, McKenzie-Hanson is the owner of Assessor's Parcel Number ("APN") 138-36-406-004 & 005 ("Parcel"), commonly known as 6020 West Charleston Boulevard, City of Las Vegas, Clark County, Nevada;

WHEREAS, the City desires to purchase a portion of the Parcel, as detailed on Exhibit A ("Road Improvement Property"), to construct new curb, gutter and sidewalk; to relocate above-ground utilities; and to relocate an existing on-premise sign (collectively, the "Road Improvements") as part of the Project;

WHEREAS, the City desires to purchase an easement ("Traffic Signal Easement") over a portion of the Parcel for the installation of a new traffic signal pole as part of the Project;

WHEREAS, the City desires to purchase easements over portions of the Parcel, for the Las Vegas Valley Water District ("LVVWD Easement") and a replacement easement for Nevada Power Company, d/b/a NV Energy ("NVE Easement") as part of the Project;

WHEREAS, the City desires to obtain an Authorization to Enter Property ("AEP") to allow the City to temporarily occupy a portion of the Parcel ("AEP Area") during construction in order to construct the Roadway Improvements;

WHEREAS, McKenzie-Hanson desires to convey the Road Improvement Property, Traffic Signal Easement, the LVVWD Easement, the NVE Easement and AEP Area (collectively, the "Project Properties");

WHEREAS, McKenzie-Hanson desires to install landscaping in the new landscape areas created adjacent to the Road Improvements;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To require the City's contractor to name McKenzie-Hanson as an additional insured on any City required

insurance policies and to indemnify and hold harmless McKenzie-Hanson against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.

2. To remove all structures and other property within the Road Improvement Property in order to construct the Road Improvements.

3. To install or have installed the Road Improvements as detailed in Exhibit B ("Road Improvement Exhibit"), attached hereto and incorporated herein by this reference.

4. To pay McKenzie-Hanson the purchase price amount of Thirty One Thousand Eight Hundred Sixty Dollars and No Cents (\$31,860.00) for the Project Properties and improvements thereon at Close of Escrow.

5. To pay McKenzie-Hanson the amount of XXXX Thousand XXXX Hundred XXXXX Dollars and XX/100 Cents (\$X,XXX.XX) per the landscape bid ("Landscape Bid") as detailed in Exhibit H.

ARTICLE II—MCKENZIE-HANSON AGREES

1. To convey to the City the Road Improvement Property on the terms and conditions in this Agreement. The deeds used by McKenzie-Hanson in the fee conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit C, attached hereto and incorporated herein by this reference. Once executed by McKenzie-Hanson, the Grant, Bargain and Sale Deeds shall be deposited into Escrow, as defined in Article V below and recorded with the Clark County Recorder upon satisfaction of all terms and conditions of this Agreement by both Parties ("Close of Escrow").

2. To grant to the City the Traffic Signal Easement. The document shall be substantially in the form of the Grant of Easement for Traffic Purposes in Exhibit D. Once executed by McKenzie-Hanson, the Grant of Easement for Traffic Purposes shall be deposited into Escrow and recorded with the Clark County Recorder upon the Close of Escrow.

3. To grant an AEP for construction of the Road Improvements and the removal, relocation and installation of the items detailed in Exhibit B. The AEP shall be substantially in the form as detailed in Exhibit E ("AEP Document") attached hereto and incorporated herein by this reference. The fully executed AEP Document shall be deposited into Escrow and released to the City upon satisfaction of all terms and conditions of this Agreement by both Parties. The AEP Document shall not be recorded by either Party and shall expire at the end of the construction of the Road Improvements.

4. To execute a Las Vegas Valley Water District Easement and Rights-of-Way document ("LVVWD Easement Document"). The document shall be substantially in the form of the LVVWD Easement Document in Exhibit F, attached hereto and incorporated herein by this reference. Once executed by McKenzie-Hanson, the LVVWD Easement Document shall be deposited into Escrow and recorded with the Clark County Recorder upon Close of Escrow.

5. To execute a Grant of Easement document from Nevada Power Company, d/b/a NV Energy ("NVE Easement Document"). The document shall be substantially in the form of the NVE Easement Document in Exhibit G, attached hereto and incorporated herein by this reference. Once executed by McKenzie-

Hanson, the NVE Easement Document shall be deposited into Escrow and recorded with the Clark County Recorder upon Close of Escrow.

6. To install or have installed landscaping in the new landscape areas ("Landscape Areas") as depicted in Exhibit I attached hereto and incorporated herein by this reference, pursuant to the Landscape Bid;

7. McKenzie-Hanson shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Project Properties; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Project Properties; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to McKenzie-Hanson's actions or omission, including failure to make a required payment, or (d) convey any interest in the Project Properties, including but not limited to conveyances of title and transfers of development rights.

ARTICLE III—CITY REPRESENTS

1. The City has full power and authority to enter into this Agreement and to accept title to the Road Improvement Property in accordance with this Agreement.

2. The conveyance of the Project Properties and AEP in accordance with this Agreement will not violate any provision of state or local laws.

3. To pay all fees related to the transactions contemplated herein, including Escrow and recording fees and real property transfer tax.

4. Each of the above representations is material and is relied upon by McKenzie-Hanson. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE IV—MCKENZIE-HANSON REPRESENTS

1. McKenzie-Hanson has full power and authority to enter into this Agreement and to convey title to the Project Properties in accordance with this Agreement.

2. The conveyance of the Project Properties in accordance with this Agreement will not violate any provision of federal, state or local laws.

3. No one other than McKenzie-Hanson and their authorized tenants will be in possession of, nor have any right to possession of any portion of the Project Properties at the time of conveyance.

4. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Project Properties or any portion thereof, or pending or threatened against McKenzie-Hanson which could affect McKenzie-Hanson's title to the Project Properties or any portion thereof, or subject McKenzie-Hanson to liability.

5. To the best of McKenzie-Hanson's knowledge, there are no:

A. Intended public improvements or private rights which will result in the creation of any liens

upon the Project Properties or any portion thereof;

B. Uncured notices from any governmental agency notifying McKenzie-Hanson of any violations of law, ordinance, rule or regulation, which could affect the Project Properties, or any portion thereof;

C. Actual or impending mechanics liens against the Project Properties or any portion thereof;

D. Notices or other information giving McKenzie-Hanson reason to believe that any conditions existing on the Project Properties or in the vicinity of the Project Properties or in ground or surface waters associated with the Project Properties may have a material effect on the value of the Project Properties or subject the owner of the Project Properties to potential liabilities under environmental laws.

E. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, other than those approved and disclosed by McKenzie-Hanson that existing at the Close of Escrow, which affects the Project Properties or any portion thereof.

F. Except for the Hazardous Substances and appurtenances related to the operations of the existing tenant on the Parcel, including underground fuel storage tanks, to the best of McKenzie-Hanson's knowledge, there is no condition at, on, under or related to the Project Properties presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and here has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Project Properties nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Project Properties or into or upon ground or surface water at the Project Properties or within 2,000 feet of the boundaries of the Project Properties. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

G. The execution of the Agreement will not constitute a breach or default under any agreement to which McKenzie-Hanson is bound and/or to which the Project Properties are subject.

6. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of Close of Escrow.

ARTICLE V—MUTUALLY AGREED

1. The Parties agree to open an escrow with Nevada Title Company ("Escrow") within three (3) business days of this Agreement being fully executed by both Parties. The Parties agree to sign all documents necessary to satisfy the terms and conditions of this Agreement and the Escrow.

2. The Parties represent and warrant that no real estate agent/broker is entitled to any commission as the procuring cause of this Agreement and transactions contemplated herein.

3. Remedies Upon Default. In the event of any Party's default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity except as limited by Article VI—Release, have the right of specific

performance against the other Party.

ARTICLE VI—Release

1. McKenzie-Hanson and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees, agents, representatives and consultants from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to any claims arising from the City's purchase of the Project Properties relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation, unreasonable pre-condemnation delay and unreasonable pre-condemnation activities. McKenzie-Hanson expressly acknowledges that this release extends to any claims which McKenzie-Hanson does not know or suspect to exist in its favor arising from the City's purchase of the Project Properties and at the time of executing the Agreement, which if known by McKenzie-Hanson, may have materially affected this Agreement with the City.

McKenzie-Hanson hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, McKenzie-Hanson understands and acknowledges the legal significance and the consequences of the claims related to the City's purchase of the Project Properties being released by this Agreement.

ARTICLE VII—MISCELLANEOUS

1. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

2. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

3. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

4. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

5. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 North Rancho Drive, 9th Floor
Las Vegas, NV 89106

To McKenzie-Hanson:

%Jeffery D. Patterson, Esq.
Goold Patterson Ales & Day
4496 South Pecos Road
Las Vegas, NV 89121

6. Time is of the essence of this Agreement.

7. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be finding unless executed in writing by all parties.

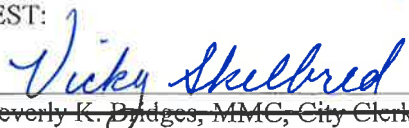
8. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

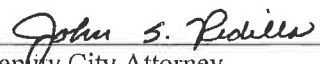
CITY OF LAS VEGAS


Carolyn G. Goodman, Mayor

ATTEST:

By: 
~~Beverly K. Bridges, MMC, City Clerk~~ Date

APPROVED AS TO FORM: **By: Vicky Skilbred, MMC**
Acting City Clerk

By:  10/19/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

MCKENZIE-HANSON, LLC

By: John C. Hanson

Name: John Hanson

Title: Manager

Notary Acknowledgements

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

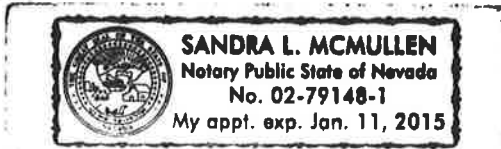
This instrument was acknowledged before me on the 24th day of OCTOBER, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.



Stacey L Campbell
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

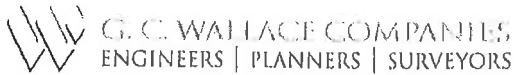
This instrument was acknowledged before me on the 17 day of October, 2011 by John A. Hanson as Manager of McKenzie-Hanson Capital LLC.



Sandra L. McMullen
Notary Public

EXHIBIT A

ROAD IMPROVEMENT PROPERTY



Parcel 138-36-406-004

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion Government Lot 49 of Section 36, T. 20 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

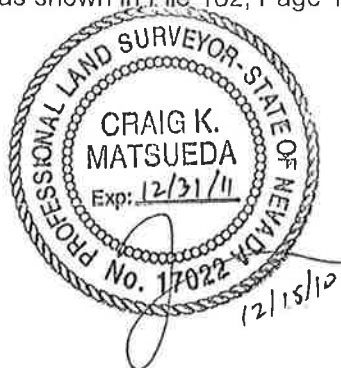
BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 40.00 feet right of and at right angles to Highway Engineer's Station "J" 328+74.13 P.O.T.; said point of beginning further described as bearing N. 32°19'38" E. a distance of 76.95 feet from the southwest section corner of Section 36; said corner further described as being a 2" BRASS CAP IN WELL MONUMENT STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 01°00'23" E. - 134.81 feet;
2. S. 89°45'11" E. - 5.94 feet;
3. S. 00°21'57" E. - 125.27 feet;
4. from a tangent which bears the last described course, curving to the left, with a radius of 25.00 feet, through an angle of 89°23'14", an arc distance of 39.00 feet to a point 50.00 feet left of and at right angles to Highway Engineer's Station "C" 91+89.16 P.O.T.;
5. N. 89°45'11" W. - 19.07 feet;
6. from a tangent which bears the last described course, curving to the right, with a radius of 15.00 feet, through an angle of 90°45'31", an arc distance of 23.76 feet to the point of beginning.

said parcel contains an area of 1,241 square feet (0.03 acres).

The Basis of Bearing for this description is South 89°45'11" East, being the bearing of the south line of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 36, Township 20 South, Range 60 East, M.D.M. as shown in File 182, Page 17 of Surveys in the Clark County, Nevada Recorder's Office.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



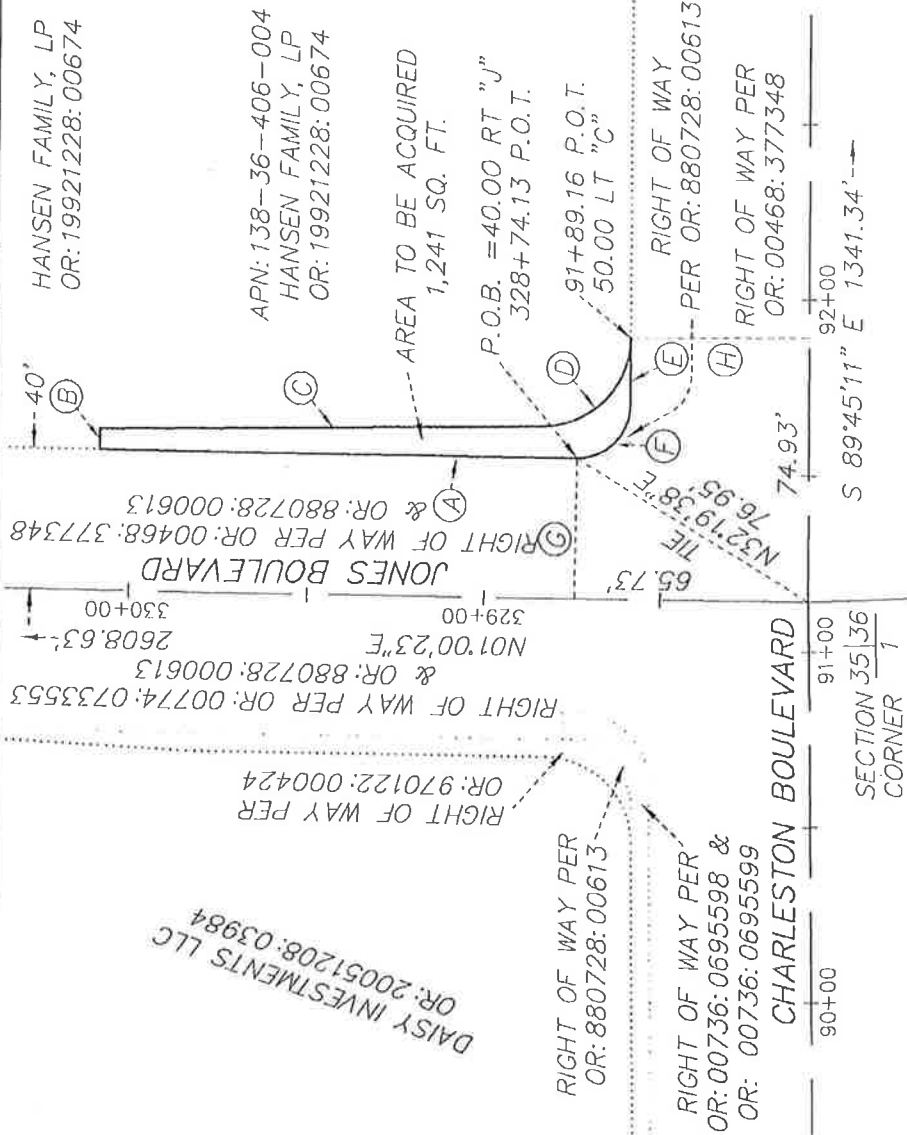
PROJECT:
EA:

ALL AREAS ARE SHOWN IN SQUARE FEET, UNLESS OTHERWISE INDICATED

[illegible]

HANSEN FAMILY, LP
OR: 19921228:00674

NAME
(A) N. 01°00'23" E. — 134.81'
(B) S. 89°45'11" E. — 5.94'
(C) S. 00°21'57" E. — 125.27'
(D) T.B. = S. 00°21'57" E. Δ = 89°23'14" R = 25.00' L = 39.00'
(E) N. 89°45'11" W. — 19.07'
(F) T.B. = N. 89°45'11" W. Δ = 90°45'31" R = 15.00' L = 23.76'
(G) S. 88°59'37" E. — 40.00'
(H) N. 00°14'49" E. — 50.00'



F:\Survey\400\412-645\Exhibits\Jones Boulevard\13836406004.dwg

Date of last revision:



Parcel 138-36-406-005

Situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion Government Lot 49 of Section 36, T. 20 S., R. 60 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the easterly right-of-way of Jones Boulevard, 40.00 feet right of and at right angles to Highway Engineer's Station "J" 330+08.95 P.O.T.; said point of beginning further described as bearing N. 12°17'10" E. a distance of 204.50 feet from the southwest section corner of Section 36; said corner further described as being a 2" BRASS CAP IN WELL MONUMENT STAMPED "PLS 7008"; thence along said easterly right-of-way:

1. N. 01°00'23" E. – 126.04 feet;
2. S. 89°50'23" E. – 3.17 feet;
3. from a tangent which bears S. 01°05'53" E., curving to the right, with a radius of 1,227.50 feet, through an angle of 02°06'15", an arc distance of 45.08 feet;
4. S. 00°21'57" E. – 80.96 feet;
5. N. 89°45'11" W. – 5.94 feet to the point of beginning.

said parcel contains an area of 570 square feet (0.01 acres).

The Basis of Bearing for this description is South 89°45'11" East, being the bearing of the south line of the southwest quarter (SW 1/4) of the southwest quarter (SW 1/4) of Section 36, Township 20 South, Range 60 East, M.D.M. as shown in File 182, Page 17 of Surveys in the Clark County, Nevada Recorder's Office.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



PARCEL NUMBER PREFIX: 138-36-406-005

STATE OF NEVADA DEPT OF TRANSPORTATION

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA	SURPLUS LAND DATA	REMARKS			
						BK.	PG.	TYPE	DATE	AREA	DATE
	HANSON FAMILY, LP	58.806		58.236	570						

PROPERTY SCHEDULE

ALL AREAS ARE SHOWN IN SQUARE FEET, UNLESS OTHERWISE INDICATED

PROJECT: _____

EA: _____

BECKER INVESTMENT CO. L.P.
OR: 20020307:02244

DAISY INVESTMENTS LLC
OR: 20051208:03984

RIGHT OF WAY PER OR: 971010:001163
OR: 971010:001163

RIGHT OF WAY PER OR: 00774:0733553
& OR: 880728:000613

RIGHT OF WAY PER OR: 00468:377348
& OR: 880728:000613

JONES BOULEVARD

330+00 N01°00'23"E 331+00 2608.63'

40' 40' 40'

① ② ③ ④ ⑤ ⑥

N88°54'07"E (R)

S88°59'37"E (R)

APN: 138-36-406-005
HANSEN FAMILY, LP
OR: 19921228:00674

AREA TO BE ACQUIRED
570 SQ. FT.

P.O.B. = 40.00 RT "J"
330+08.95 P.O.T.

HANSEN FAMILY, LP
OR: 19921228:00674

TIE FROM SW CORNER OF SECTION 36,
T. 20 S., R. 60 E., M.D.M.

SECTION 36
T. 20 S., R. 60 E.
M.D.M.

NAME

①	N. 01°00'23" E. - 126.04'
②	S. 89°50'23" E. - 3.17'
③	T.B. = S. 01°05'53" E. Δ = 02°06'15" R = 1227.50' L = 45.08'
④	S. 00°21'57" E. - 80.96'
⑤	N. 89°45'11" W. - 5.94'
⑥	S. 88°59'37" E. - 40.00'

EXHIBIT "B"

Date of last revision: _____

EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES A TRAFFIC SIGNAL EASEMENT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF JONES BOULEVARD AND CHARLESTON BOULEVARD.

APN: 138-36-406-004

DESCRIPTION

A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND CHARLESTON BOULEVARD; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, AND STREET CENTERLINE OF SAID CHARLESTON BOULEVARD, SOUTH 89°45'11" EAST, A DISTANCE OF 74.93 FEET; THENCE DEPARTING SAID SOUTH LINE AND STREET CENTERLINE, NORTH 00°14'49" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID CHARLESTON BOULEVARD, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 00°14'49" WEST AND THE **POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'17", AN ARC LENGTH OF 39.00 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89°38'07" WEST; THENCE NORTH 89°38'07" EAST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 89°38'07" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°23'17", AN ARC LENGTH OF 31.20 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 00°14'49" WEST; THENCE SOUTH 00°14'49" WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 175 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

SOUTH 89°45'11" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022

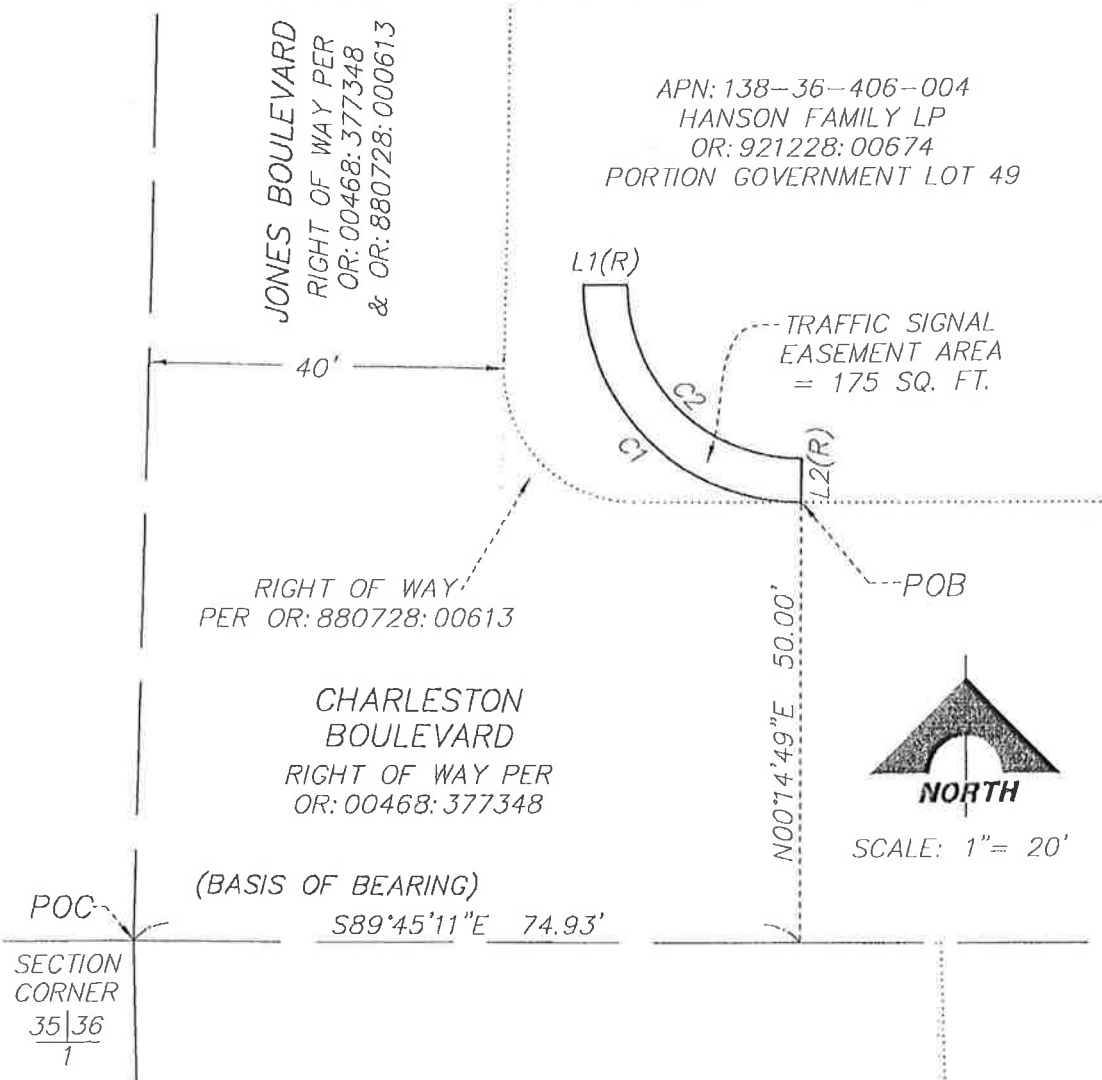


PAGE 1 OF 2

APN 138-36-406-004
HANSON FAMILY LP

TRAFFIC SIGNAL EASEMENT

A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

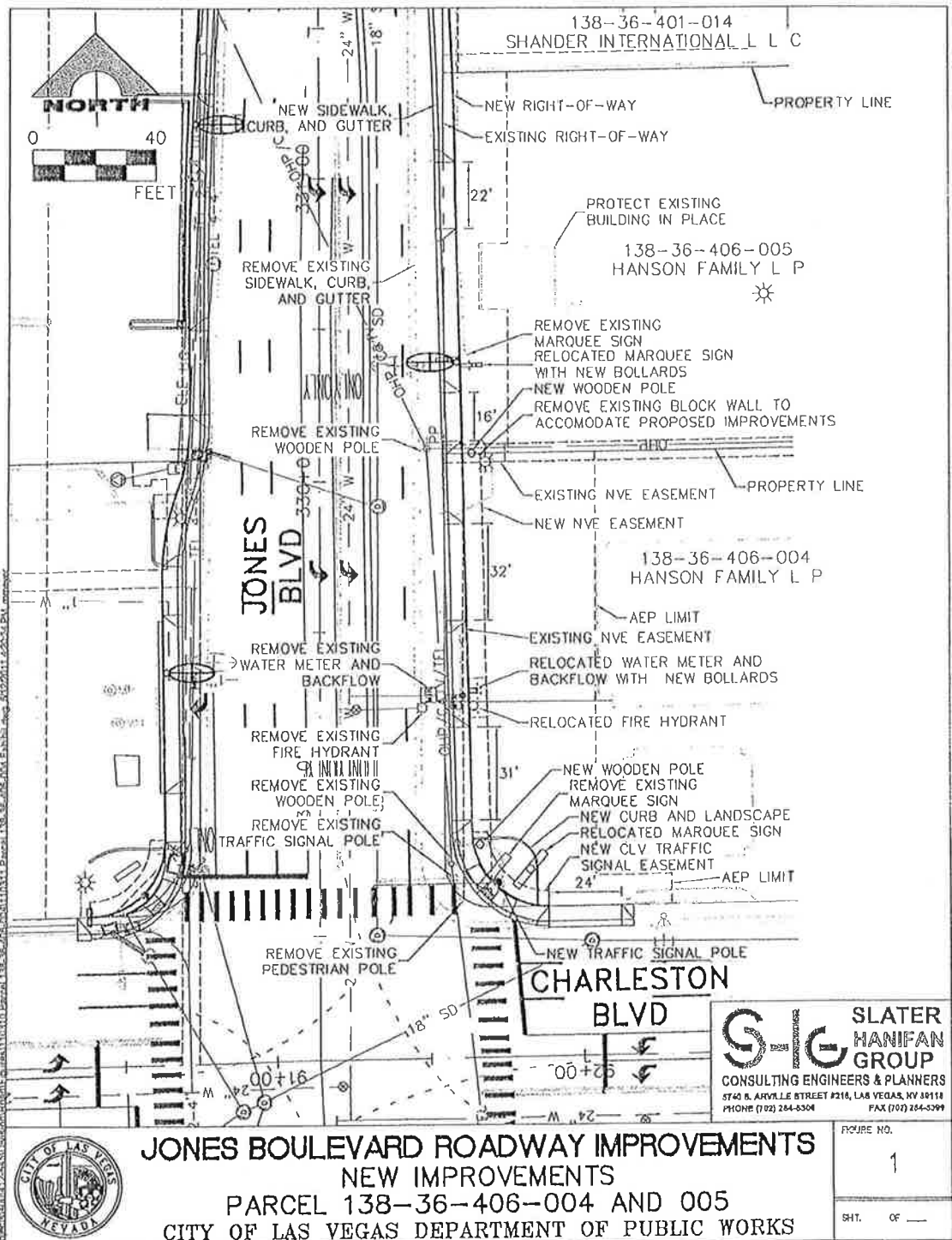


CURVE TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	89°23'17"	39.00'	24.73'
C2	20.00'	89°23'17"	31.20'	19.79'

LINE TABLE		
LINE	BEARING	LENGTH
L1(R)	N89°38'07"E	5.00'
L2(R)	S00°14'49"W	5.00'

EXHIBIT "B"
PAGE 2 OF 2

EXHIBIT B
ROAD IMPROVEMENTS



JONES BOULEVARD ROADWAY IMPROVEMENTS
NEW IMPROVEMENTS
PARCEL 138-36-406-004 AND 005
CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS

SLATER HANIFAN GROUP
 CONSULTING ENGINEERS & PLANNERS
 5740 S. ARVILLE STREET #210, LAS VEGAS, NV 89118
 PHONE (702) 264-5306 FAX (702) 264-5399

FIGURE NO.	1
SHT. OF	

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

APN: 138-36-406-004

WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

GRANT DEED

THIS INDENTURE WITNESSETH: That **McKenzie-Hanson, LLC**, a Nevada limited liability company, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of its right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof

For: Right-of-Way Acquisition – Right-of-Way addition to Jones Blvd.

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

APN: 138-36-406-004
OWNER: McKenzie-Hanson, LLC
TYPE DOC: Grant Deed

Witness my hand on this _____ day of _____, 2011.

McKenzie-Hanson, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that ___he___ executed the above instrument.

(Notary Public Signature)

EXHIBIT D

GRANT OF EASEMENT FOR TRAFFIC SIGNAL PURPOSES

APN: 138-36-406-004

WHEN RECORDED MAIL &
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES

I (WE): **McKenzie-Hanson, LLC**, a Nevada limited liability company, the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the **CITY OF LAS VEGAS, a Municipal Corporation** of the County of Clark, State of Nevada, its successors and assigns, the perpetual right to erect, operate, add to, maintain, renew and remove traffic control lines, poles, and appurtenances thereto, for traffic control purposes upon, over, under, and across the parcel of land hereinafter described, and the right of ingress and egress to and over said parcel; together with permission to cut and trim brush and trees as deemed reasonably necessary to insure the safe and proper maintenance and operation of said lines, poles, and appurtenances. Said parcel(s) of land described as follows:

**FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED
HERETO AND BY THIS REFERENCE MADE PART HEREOF**

For: A traffic signal easement

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

APN: 138-36-406-004
OWNER: McKenzie-Hanson, LLC
TYPE DOC: Right of Way Grant

Witness my hand on this _____ day of _____, 2011.

McKenzie-Hanson, LLC

By: _____

PRINT NAME: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me
to be the person whose name is subscribed to the above instrument who
acknowledged that he executed the above instrument.

(Notary Public Signature)

EXHIBIT E

AUTHORIZATION TO ENTER PROPERTY

APN: 138-36-406-004 & 005

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described as part of the **Jones Boulevard Road Improvement Project**.

The above-referenced parcel of land is described as a portion of:

APN: 138-36-406-004 & 005

(See attached maps for location)

The City of Las Vegas and/or its agents will restore the real property as nearly as possible to its original condition prior to termination of this authorization.

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Jones Boulevard Road Improvement Project.

DATE: _____

GRANTED:

McKenzie-Hanson, LLC

BY: _____

PRINT NAME: _____

TITLE: _____

APN 138-36-406-004
HANSON FAMILY, LP

EXHIBIT "A"
PAGE 1 OF 1

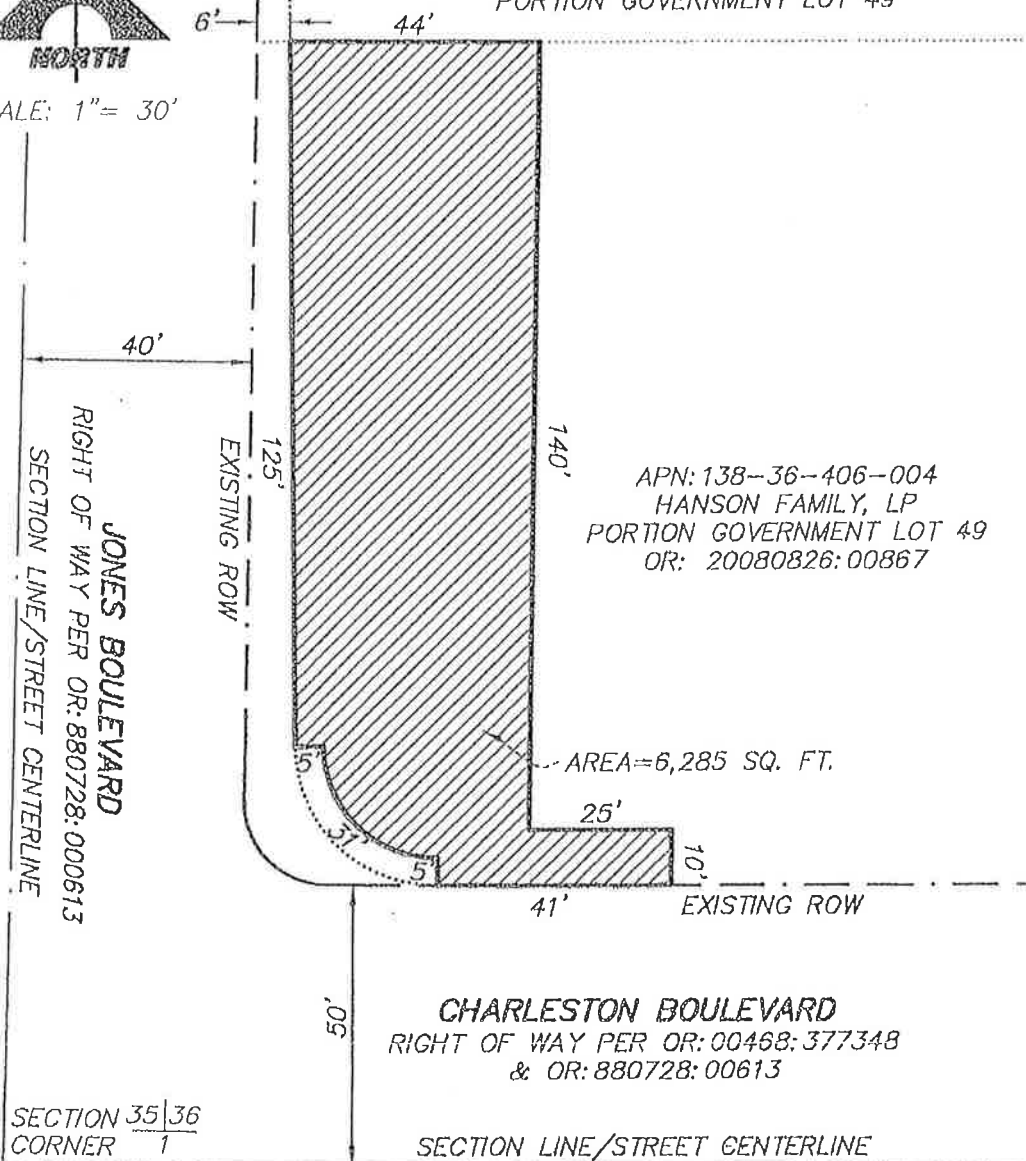
AUTHORIZATION TO ENTER PROPERTY

A PORTION THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST
QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

APN: 138-36-406-005
HANSON FAMILY, LP
PORTION GOVERNMENT LOT 49



SCALE: 1" = 30'



APN 138-36-406-005
HANSON FAMILY, LP

EXHIBIT "A"
PAGE 1 OF 1

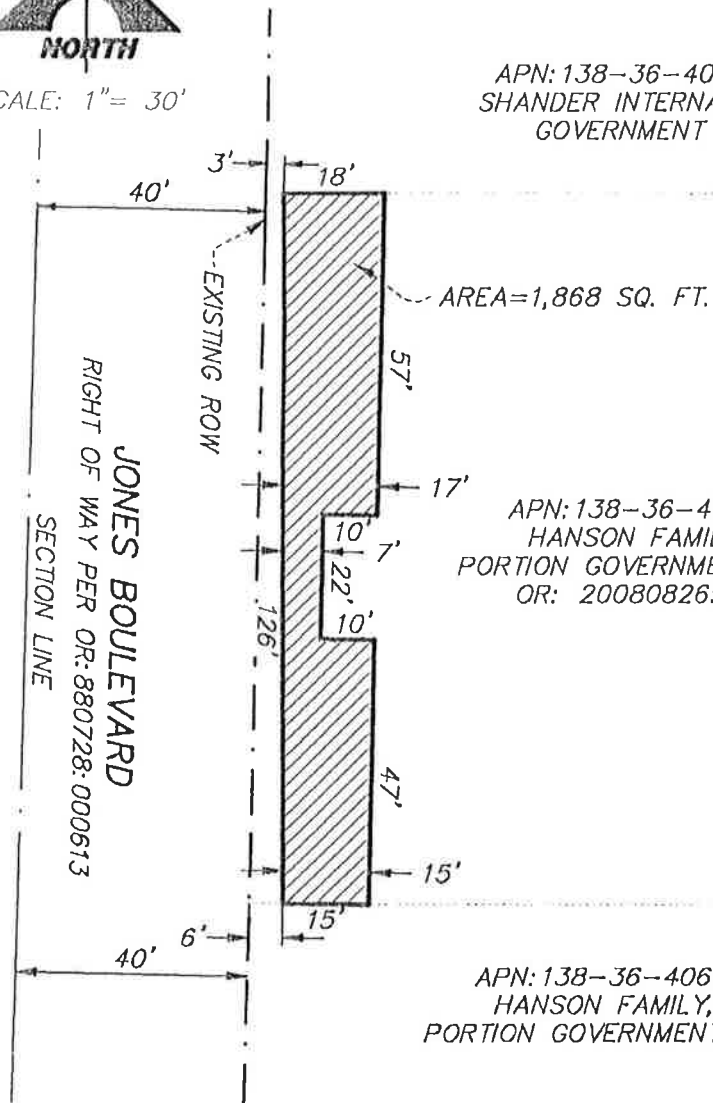
AUTHORIZATION TO ENTER PROPERTY

A PORTION THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST
QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



SCALE: 1" = 30'

APN: 138-36-401-014
SHANDER INTERNATIONAL
GOVERNMENT 48



APN: 138-36-406-005
HANSON FAMILY, LP
PORTION GOVERNMENT LOT 49
OR: 20080826: 00867

APN: 138-36-406-004
HANSON FAMILY, LP
PORTION GOVERNMENT LOT 49

EXHIBIT F

LVVWD EASEMENT DOCUMENT

APN: 138-36-406-004

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P.O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHT-OF-WAY, made and entered into by and between **McKenzie-Hanson, LLC, Nevada limited liability company**, Party of the First Part, hereinafter known as the "GRANTOR(s)", and **the LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Part of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a Permanent Easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.
3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction by Grantor within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

APN: 138-36-406-004

GRANTOR: McKenzie-Hanson, LLC

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 2011.

McKenzie-Hanson, LLC, Nevada limited liability company

Per: _____

Name: _____

Title: _____

State of Nevada)
)ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES A LAS VEGAS VALLEY WATER DISTRICT EASEMENT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF JONES BOULEVARD AND CHARLESTON BOULEVARD.

APN: 138-36-406-004

DESCRIPTION

A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND CHARLESTON BOULEVARD; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36 AND STREET CENTERLINE OF JONES BOULEVARD, NORTH 01°00'23" EAST, A DISTANCE OF 126.37 FEET; THENCE DEPARTING SAID WEST LINE AND SAID STREET CENTERLINE, SOUTH 88°59'37" EAST, A DISTANCE OF 47.72 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°38'07" EAST, A DISTANCE OF 6.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 00°21'53" EAST, A DISTANCE OF 13.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 89°38'07" WEST, A DISTANCE OF 6.00 FEET; THENCE AT RIGHT ANGLES, NORTH 00°21'53" WEST, A DISTANCE OF 13.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 78 SQUARE FEET.

BASIS OF BEARING

NORTH 01°00'23" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



APN 138-36-406-004
HANSON FAMILY LP

EXHIBIT "B"
PAGE 2 OF 2

LAS VEGAS VALLEY WATER DISTRICT EASEMENT
A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



SCALE: 1" = 30'

APN: 138-36-406-005
PORTION GOVERNMENT 49

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'07"E	6.00'
L2	S00°21'53"E	13.00'
L3	S89°38'07"W	6.00'
L4	N00°21'53"W	13.00'

(BASIS OF BEARING)
N01°00'23"E
2608.63'
126.37'
JONES BOULEVARD
RIGHT OF WAY PER OR: 00468:377348
& OR: 880728:000613

POINT OF
BEGINNING

APN: 138-36-406-004
HANSON FAMILY LP
OR: 921228:00674
PORTION GOVERNMENT LOT 49

LAS VEGAS VALLEY
WATER DISTRICT EASEMENT
AREA = 78 SQ. FT.

RIGHT OF WAY
PER OR: 880728:00613

POINT OF
COMMENCEMENT

CHARLESTON BOULEVARD
RIGHT OF WAY PER
OR: 00468:377348

SECTION 35 | 36
CORNER 1

EXHIBIT G
NVE EASEMENT DOCUMENT

APN: 138-36-406-004

WHEN RECORDED MAIL TO:

Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

McKenzie-Hanson, LLC, a Nevada limited liability company, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" and Exhibit "B" hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage

RW# 0077-2011dak
Proj. #193988
Project Name: Jones Blvd Widening
Reference Document: 20080826:00867 & 921228:00674
GOE

facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

GRANTOR:

McKenzie-Hanson, LLC

By:

Title: Managing Member

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011 by

_____ as a Managing

Member of McKenzie-Hanson, LLC.

Signature of Notarial Officer

Seal Area →

APN: 138-36-406-004

RW# 0077-2011dak

Proj. #193988

Project Name: Jones Blvd Widening

Reference Document: 20080826:00867 & 921228:00674

GOE

Exhibit A

{attached hereto and made a part hereof}

APN: 138-36-406-004
RW# 0077-2011dak
Proj. #193988
Project Name: Jones Blvd Widening
Reference Document: 20080826:00867 & 921228:00674
GOE



EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES A NV ENERGY EASEMENT, GENERALLY LOCATED AT THE NORTHEAST CORNER OF JONES BOULEVARD AND CHARLESTON BOULEVARD.

APN: 138-36-406-004

DESCRIPTION

A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36, BEING AT THE CENTERLINE INTERSECTION OF JONES BOULEVARD AND CHARLESTON BOULEVARD; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36 AND STREET CENTERLINE OF JONES BOULEVARD, NORTH 01°00'23" EAST, A DISTANCE OF 200.55 FEET; THENCE DEPARTING SAID WEST LINE AND SAID STREET CENTERLINE, SOUTH 88°59'37" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN THAT GRANT, BARGAIN, SALE DEED RECORDED IN BOOK 19921228, AS INSTRUMENT NUMBER 00674 IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE; THENCE ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID GRANT, BARGAIN, SALE DEED, SOUTH 89°45'11" EAST, A DISTANCE OF 5.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, SOUTH 89°45'11" EAST, A DISTANCE OF 6.00 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'57" EAST, A DISTANCE OF 141.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 49°05'54" WEST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°32'09", AN ARC LENGTH OF 17.69 FEET; THENCE NORTH 00°21'57" WEST, A DISTANCE OF 125.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 818 SQUARE FEET.

BASIS OF BEARING

NORTH 01°00'23" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN FILE 182, PAGE 17 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



APN 138-36-406-004
HANSON FAMILY LP

EXHIBIT "B"
PAGE 2 OF 2

NV ENERGY EASEMENT

A PORTION OF GOVERNMENT LOT 49 OF SECTION 36, TOWNSHIP 20 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

APN: 138-36-406-005
PORTION GOVERNMENT 49

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	40°32'09"	25.00'	17.69'	9.23'

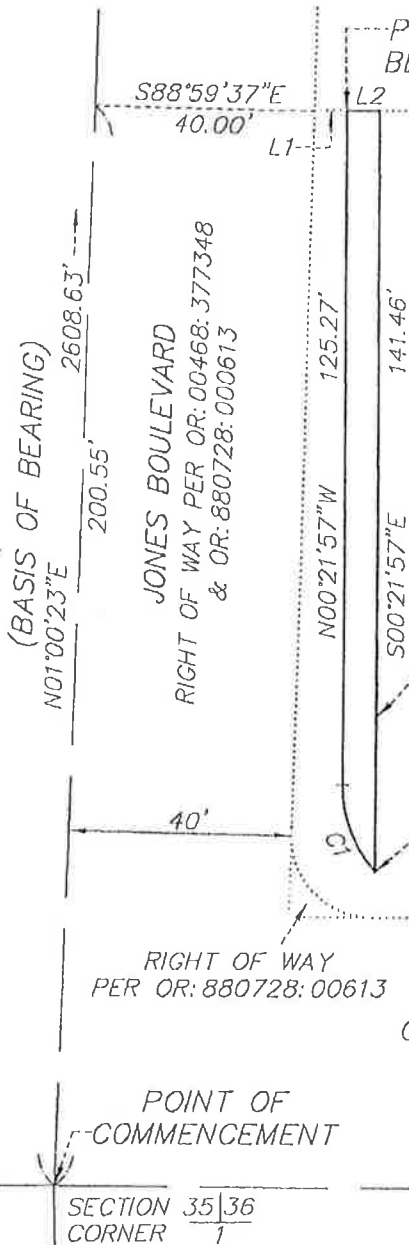
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°45'11"E	5.94'
L2	S89°45'11"E	6.00'

APN: 138-36-406-004
HANSON FAMILY LP
OR: 921228: 00674
PORTION GOVERNMENT LOT 49

NV ENERGY EASEMENT
AREA = 818 SQ. FT.



SCALE: 1" = 30'



RIGHT OF WAY
PER OR: 880728: 00613

CHARLESTON BOULEVARD
RIGHT OF WAY PER
OR: 00468: 377348

SECTION 35|36
CORNER 1

Exhibit B

The above parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is the following portion of Government Lot 49, which is located in the Southwest Quarter (SW ¼) of Section 36, Township 20 South, Range 60 East, M.D.M., Nevada, further described as follows:

Commencing at the Southwest corner of the Southwest Quarter (SW¼) of said Section 36, being at the centerline intersection of Jones Boulevard and Charleston Boulevard per File 106 of Surveys, Page 52 recorded December 21, 1999 as Instrument No. 00956 in Book 991221, Official Records, Clark County, Nevada;
thence South 89°33'00" East, 335.30 feet along the centerline of said Charleston Boulevard;
thence North 00°58'36" East, 50.00 feet to a point on the north right of way of said Charleston Boulevard;
thence North 89°33'00" West, along the north right of way of said Charleston Boulevard, 145.10 feet to the POINT OF BEGINNING,
thence continuing North 89°33'00" West, along the north right of way of Charleston Boulevard, 124.87 feet to the beginning of a tangent curve concave northeasterly, having a radius of 25.00 feet, thence northeasterly along said curve, an arc length of 39.60 feet, through a central angle of 90°45'15" to a point on the east right of way of Jones Boulevard;
thence North 01°12'15" East, along the east right of way of Jones Boulevard, 124.67 feet;
thence South 89°33'00" East, 150.00 feet;
thence South 01°12'15" West, 150.00 feet to the point of beginning, said point being on the north right of way of said Charleston Boulevard.

TOGETHER with an Easement Area 6.00 feet in width, being three feet on each side of the centerline of the service to the meter panel on the above described parcel of land.

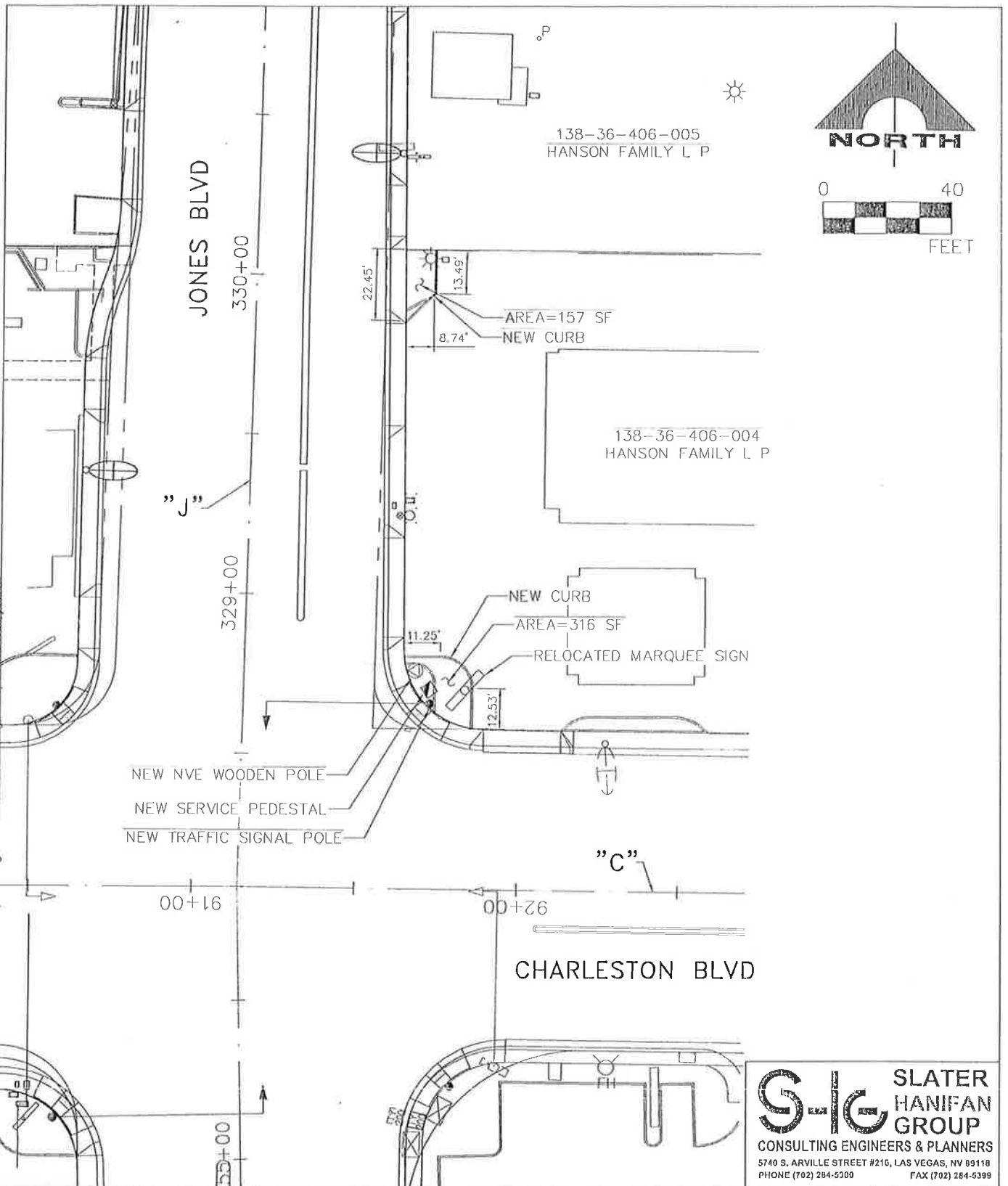
APN: 138-36-406-004
RW# 0077-2011dak
Proj. #193988
Project Name: Jones Blvd Widening
Reference Document: 20080826:00867 & 921228:00674
GOE

EXHIBIT H

LANDSCAPE BID

EXHIBIT I
LANDSCAPE AREAS

F:\projects\1400\12-64\Division\Road\Improvements\138-36-406-004-Parcel\138-36-406-004-Parcel.dwg 2/2/2011 7:51:56 AM jstahel



JONES BOULEVARD ROADWAY IMPROVEMENTS
NEW IMPROVEMENTS
PARCEL 138-36-406-004
CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS

**SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #210, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

FIGURE NO.

1

SHT. OF ____

**RIGHT-OF-WAY AGREEMENT BETWEEN
CITY OF LAS VEGAS, NEVADA AND LIED FOUNDATION TRUST**

THIS RIGHT-OF-WAY AGREEMENT ("Agreement") entered into this 27th day of December, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City"), and the Lied Foundation Trust ("Lied"), a Section 501(c)(3) exempt private foundation. City and Lied are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the City proposes to construct the Jones Boulevard and Valley View Boulevard Corridor Improvements Project ("Project") to improve the arterial street transportation system in the City;

WHEREAS, Lied is the owner of Assessor's Parcels Number ("APN") 162-06-502-003 & 162-06-502-004 ("Parcels") at the southwest corner of Charleston Boulevard and Valley View Boulevard ("Property");

WHEREAS, the City desires to construct a bus turnout (the "Bus Turnout") as part of the Project;

WHEREAS, Lied desires to convey the land for the Bus Turnout (the "Bus Turnout Property") as detailed on Exhibit A, attached hereto and incorporated herein by this reference, and an Authorization to Enter Property ("AEP") for construction of the Bus Turnout and for the re-striping of the parking lot and installation of metal artwork ("Improvements") in exchange for installation of the Improvements of the type and at locations detailed in Exhibit B, attached hereto and incorporated herein by this reference;

WHEREAS, the installation cost of the Improvements is of reasonably similar value to the Bus Turnout Property;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

ARTICLE I—CITY AGREES

1. To install the Improvements of the type and at the location as detailed in Exhibit B in a workmanlike manner.
2. To require the City's contractor to name Lied as an additional insured on any City required insurance policies and to indemnify and hold harmless Lied against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the contractor and his employees or agents.
3. To leave the Parcels upon which entry is required to install the Improvements in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to Lied, which the City may remove or relocate, except as otherwise provided herein, in order to construct the Improvements, replaced as nearly in their original condition and position as is reasonably possible. The existing chain link fence separating the parking lot from the park on Parcel 162-06-502-004 shall not be

removed, relocated or otherwise disturbed by the City or its contractors for the duration of the Project.

4. To maintain vehicular access to and from Valley View Boulevard via the existing driveway on the Parcels during construction of the Project and Bus Turnout.

ARTICLE II—LIED AGREES

1. For and in consideration for installation of the Improvements described in Exhibit B, Lied agrees to convey to the City the Bus Turnout Property on the terms and conditions in this Agreement. The deed used by Lied in the conveyance shall be substantially in the form of the Grant, Bargain and Sale Deed in Exhibit "C", attached hereto and incorporated herein by this reference. The Grant, Bargain and Sale Deed shall be recorded with the Clark County Recorder upon execution of this Agreement by both Parties.

2. To execute an AEP for construction of the Bus Turnout and Improvements. The AEP shall be substantially in the form of the AEP Document in Exhibit D, attached hereto and incorporated herein by this reference. The AEP Document shall not be recorded and shall expire at the end of the construction of the Bus Turnout and Improvements.

3. Lied shall not do any of the following without the prior written consent of the City: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Bus Turnout Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Bus Turnout Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Lied's actions or omission, including failure to make a required payment, or (d) convey any interest in the Bus Turnout Property, including but not limited to conveyances of title and transfers of development rights.

ARTICLE III—CITY REPRESENTS

1. The City has full power and authority to enter into their agreement and to accept title to the Bus Turnout Property in accordance with this Agreement.

2. The conveyance of the Bus Turnout Property in accordance with this Agreement will not violate any provision of state or local laws.

3. Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of the date of recordation of the Grant, Bargain, and Sale Deed.

ARTICLE IV—LIED REPRESENTS

1. Lied has full power and authority to enter into this Agreement and to convey title to the Bus Turnout Property in accordance with this Agreement.

2. The conveyance of the Bus Turnout Property in accordance with this Agreement will not violate any provision of federal, state or local laws.

3. No one other than Lied and their authorized tenants will be in possession of, nor have any right to

possession of any portion of the Bus Turnout Property at the time of conveyance.

4. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Bus Turnout Property or any portion thereof, or pending or threatened against Lied which could affect Lied's title to the Bus Turnout Property or any portion thereof, or subject Lied to liability.

5. To the best of Lied's knowledge, there are no:

A. Intended public improvements or private rights which will result in the creation of any liens upon the Bus Turnout Property or any portion thereof;

B. Uncured notices from any governmental agency notifying Lied of any violations of law, ordinance, rule or regulation, which could affect the Bus Turnout Property, or any portion thereof;

C. Actual or impending mechanics liens against the Bus Turnout Property or any portion thereof;

D. Notices or other information giving Lied reason to believe that any conditions existing on the Bus Turnout Property or in the vicinity of the Bus Turnout Property or in ground or surface waters associated with the Bus Turnout Property may have a material effect on the value of the Bus Turnout Property or subject the owner of the Bus Turnout Property to potential liabilities under environmental laws.

E. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, other than those approved and disclosed by Lied as of the date of this Agreement which affects the Bus Turnout Property or any portion thereof.

F. To the best of Lied's knowledge, there is no condition at, on, under or related to the Bus Turnout Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and here has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Bus Turnout Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Bus Turnout Property or into or upon ground or surface water at the Bus Turnout Property or within 2,000 feet of the boundaries of the Bus Turnout Property. No Hazardous Substance is now or ever has been stored on the Road Improvement Property in underground tanks, pits or surface impoundments and there are no asbestos-containing materials incorporated in the buildings or interior improvements or equipment that are part of the Road Improvement Property or other assets to be transferred pursuant to this Agreement, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB Item, as defined at 40 CFR Section 762.3, on the Road Improvement Property or among the assets to be transferred pursuant to this Agreement. For purposes of the Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

G. The execution of the Agreement will not constitute a breach or default under any agreement to which Lied is bound and/or to which the Bus Turnout Property is subject.

6. Each of the above representations is material and is relied upon by the City. Each of the above

representations shall be deemed to have been made as of Close of Escrow.

ARTICLE V—MUTUALLY AGREED

1. Upon written notification from the City that the Improvements are complete, Lied shall notify the City within 5 business days if the Improvements are unacceptable to Lied. In the event Lied fails to do so within said 5 business day period, Lied shall be deemed to have approved and accepted the Improvements. If Lied reasonably objects to any portion of the Improvements within said 5 business day period, then the City shall have 15 business days to cure such defects after receipt of Lied's written objection. If it is not possible to cure such defects within said 15 business day period, the City shall nevertheless commence such cure work within said 15 business day period and diligently prosecute same to completion.

2. Lied shall assume all maintenance responsibility for the Improvements constructed pursuant to this Agreement. The City shall not be responsible for any maintenance of the Improvements after construction of the Improvements is complete and accepted by Lied. Improvements are limited to only the improvements on APN 162-06-502-003 identified on Exhibit B; specifically the landscaping, metal artwork and parking lot restriping. Improvements do not include the Bus Turnout, bus shelter and related improvements.

3. Remedies Upon Default. In the event any Party's default in the performance of any of the obligations under this Agreement, either Party shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against the other Party.

ARTICLE VI—MISCELLANEOUS

1. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

2. This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

3. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

4. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set below. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

To City:

Jorge Cervantes
Director of Public Works
333 N. Rancho Drive, 9th Floor
Las Vegas, NV 89106

To Lied:

Christina M. Hixson, Trustee
The Lied Foundation Trust
3907 W. Charleston Blvd.
Las Vegas, NV 89102-1620

Copy To:

Barry W. Becker
50 South Jones Blvd., Ste. 101
Las Vegas, NV 89107

5. Time is of the essence of this Agreement.

6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No Supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

7. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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

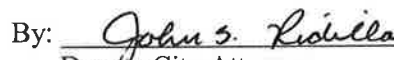
CITY OF LAS VEGAS


Carolyn G. Goodman, Mayor

ATTEST:

By:  12/13/11
Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM:

By:  12/11/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Signatures Continued on Next Page

Signature Page Continued

By: Christina M. Hixson
Christina M. Hixson, Trustee

EXHIBIT A
BUS TURNOUT

CM

EXHIBIT "A"

EXPLANATION: THIS LEGAL DESCRIBES AN AREA FOR RIGHT-OF-WAY ACQUISITION, GENERALLY LOCATED ON THE WEST SIDE OF VALLEY VIEW BOULEVARD, SOUTH OF THE INTERSECTION WITH CHARLESTON BOULEVARD.

APN: 162-06-502-003

DESCRIPTION

A PORTION OF LOT 2 AS SHOWN IN FILE 55, PAGE 33 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VALLEY VIEW BOULEVARD AND CHARLESTON BOULEVARD AS SHOWN IN FILE 181, PAGE 69 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE; THENCE ALONG THE CENTERLINE OF SAID VALLEY VIEW BOULEVARD, SOUTH 03°15'59" EAST, A DISTANCE OF 247.95 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 86°44'01" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT OF BEGINNING BEING ALSO A POINT ON THE WEST RIGHT-OF-WAY OF VALLEY VIEW BOULEVARD (80 FEET WIDE); THENCE DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 2, NORTH 89°50'34" WEST, A DISTANCE OF 9.54 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 03°15'45" WEST, A DISTANCE OF 42.94 FEET; THENCE SOUTH 86°44'01" WEST, A DISTANCE OF 5.00 FEET; THENCE AT RIGHT ANGLES, NORTH 03°15'59" WEST, A DISTANCE OF 28.00 FEET; THENCE AT RIGHT ANGLES, NORTH 86°44'01" EAST, A DISTANCE OF 5.00 FEET; THENCE AT RIGHT ANGLES, NORTH 03°15'59" WEST, A DISTANCE OF 24.57 FEET; THENCE NORTH 05°30'21" EAST, A DISTANCE OF 62.45 FEET TO THE SAID WEST RIGHT-OF-WAY OF VALLEY VIEW BOULEVARD; THENCE SOUTH 03°15'59" EAST, A DISTANCE OF 154.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,303 SQUARE FEET.

BASIS OF BEARING

NORTH 03°15'59" WEST, BEING THE BEARING OF THE CENTERLINE OF VALLEY VIEW BOULEVARD SOUTH OF THE INTERSECTION WITH CHARLESTON BOULEVARD, AS SHOWN IN FILE 181, PAGE 69 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

CRAIG K. MATSUEDA, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17022



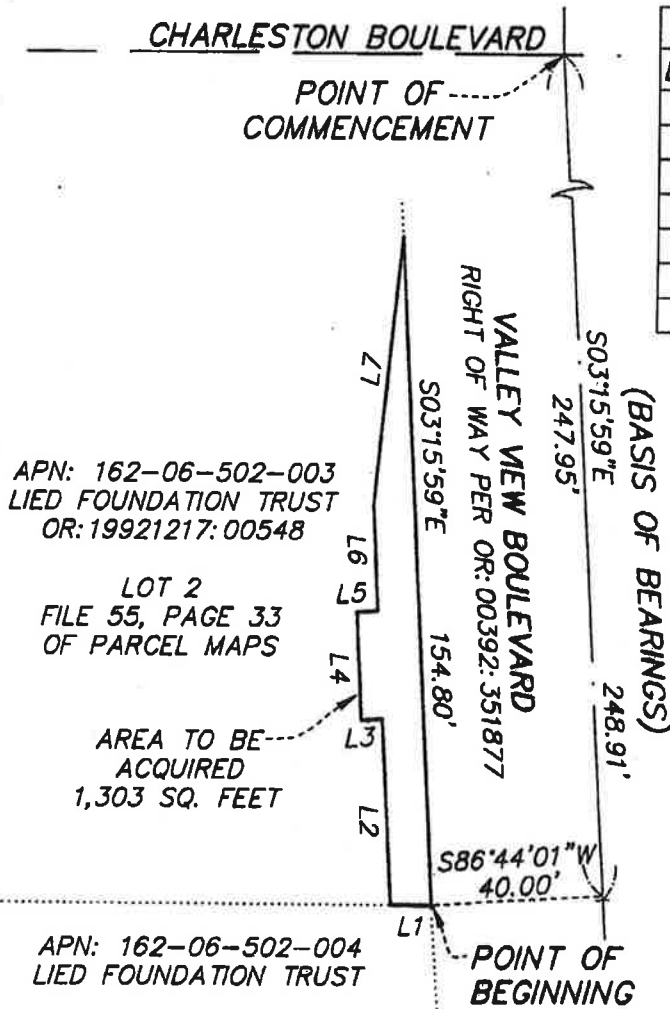
CMA

EXHIBIT "B"
PAGE 2 OF 2

PROJECT NO. 412.6451

VALLEY VIEW BOULEVARD
DESCRIPTION: RIGHT-OF-WAY ACQUISITION

DATE: 12.13.10
CALC. BY: ckm
CHECKED BY: ckm
DRAWN BY: tjc



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'34"W	9.54'
L2	N03°15'45"W	42.94'
L3	S86°44'01"W	5.00'
L4	N03°15'59"W	25.00'
L5	N86°44'01"E	5.00'
L6	N03°15'59"W	24.57'
L7	N05°30'21"E	62.45'



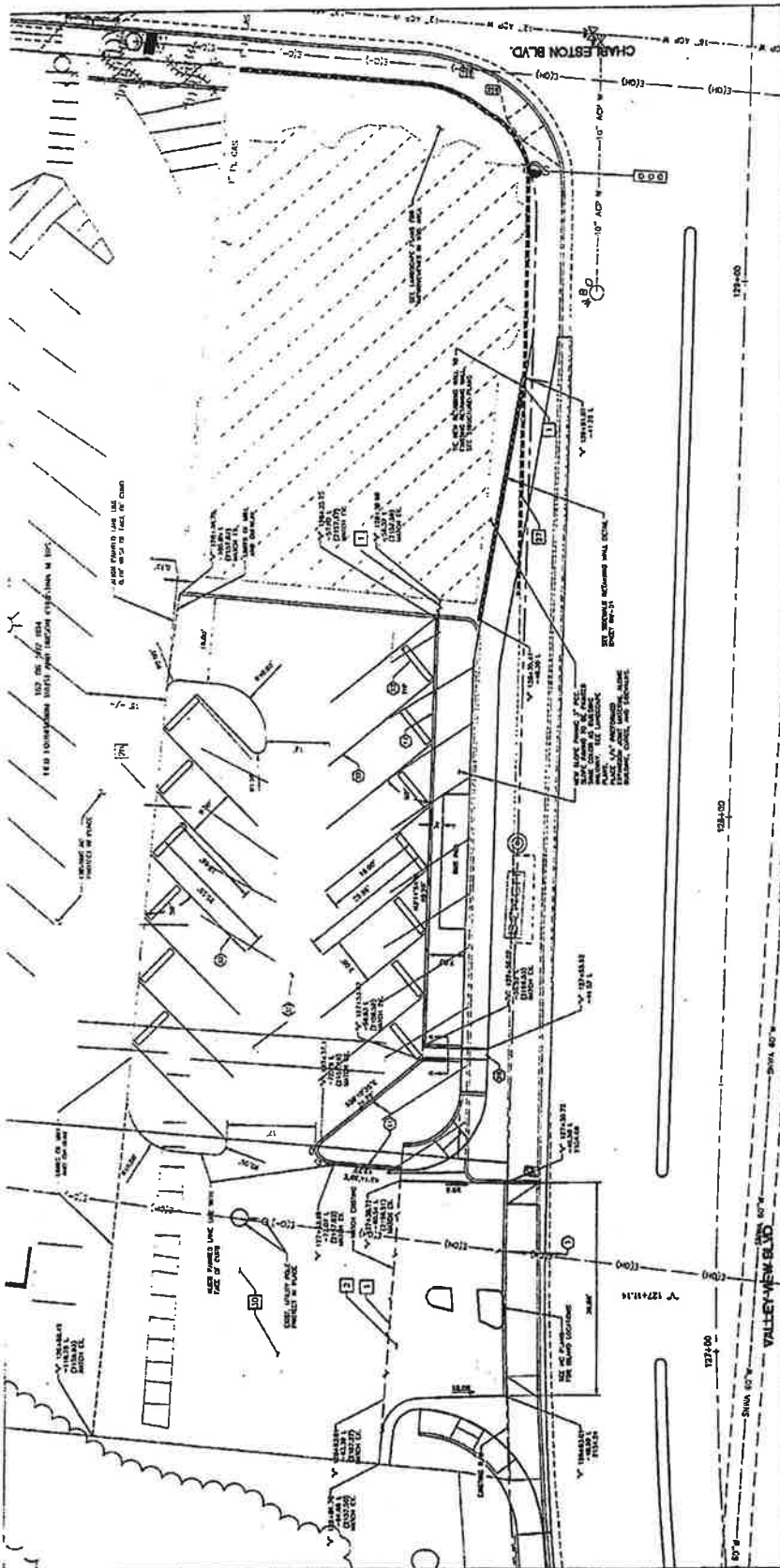
SCALE: 1" = 40'

OWNER: LIED FOUNDATION TRUST
ASSESSOR'S PARCEL NUMBER: 162-06-502-003
SECTION 06., TOWNSHIP 21. SOUTH, RANGE 61 EAST, M.D.M.
TOTAL AREA OF PARCEL: 122,403 SQ. FT. OR 2.81 ACRES
AREA OF R/W ACQUISITION: 1,303 SQ. FT. OR 0.03 ACRES
TOTAL REMAINING AREA OF PARCEL: 121,100 SQ. FT. OR 2.78 ACRES
REFERENCE: OR: 19921217:00548; FILE 55, PAGE 33 OF PARCEL MAPS

Handwritten signature or initials.

EXHIBIT B
IMPROVEMENTS

Chad



SNWA NOTES

ALL REPAIR, REPLACEMENT, RELOCATIONS AND/OR EXTENSIONS MUST BE DESIGNED AND MONITORED BY A LICENSED PROFESSIONAL ENGINEER. ALL TESTING AND WORK IS TO BE DONE BY A SPECIALIST IN CATHODIC PROTECTION TECHNIQUES AND APPROVED BY THE SNWA. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS FOR THE INSTALLATION TO BE APPROVED BY THE SUPERVISOR. THE CONTRACTOR SHALL SUBMIT ALL CERTIFICATIONS AND MATERIALS TO BE USED ON THE PROJECT TO THE SNWA FOR REVIEW AND APPROVAL BEFORE ANY WORK BEGINS. SNWA FIELD OFFICE MUST ALONG THE MONTH/LEAST 48 HOURS BEFORE ANY WORK BEGINS.

NOTES

1. THE LANDSCAPE PLANS FOR OFF SITE LANDSCAPE IMPROVEMENTS AND ALL TREE REMOVAL AND/OR TREE RELOCATIONS.
2. SEE UTILITY PLANS FOR ALL ON-SITE AND OFF-SITE UTILITY IMPROVEMENTS.
3. SEE ROADWAY PLAN AND PROFILES FOR CURB ELEVATIONS.
4. SEE STRUCTURE PLANS FOR CONCRETE FOUNDATIONS, WALLS AND DETAILS.
5. PLACES ON CONCRETE FOUNDATION AND WALLS OF CONCRETE FORMATION AND INSTALLED FOR SOUTHERN NEVADA BUILDING OFFICIALS DETAIL NO. E-101.

APPROVED FOR CONSTRUCTION

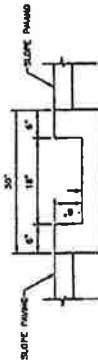
SOUTHERN REGIONAL WATER AUTHORITY DATE

SINIA APPROVAL IS VALID FOR ONE (1) YEAR FROM THE
 SIGNATURE DATE. IF CONSTRUCTION WITHIN THE CASQUET OF
 RESTRICTED PAK SAFETY ZONE IS NOT COMPLETE, PLANS
 MUST BE RESUBMITTED TO SINIA FOR APPROVAL.

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	38°04'35"	4.86'	3.07'
C2	87°29'40"	1.50'	2.55'

LEGEND

	BITUMINOUS SURFACE REMOVAL AND REPLACEMENT
	CONCRETE SURFACE REMOVAL AND REPLACEMENT



SECTION A-A

CONSTRUCTION NOTES

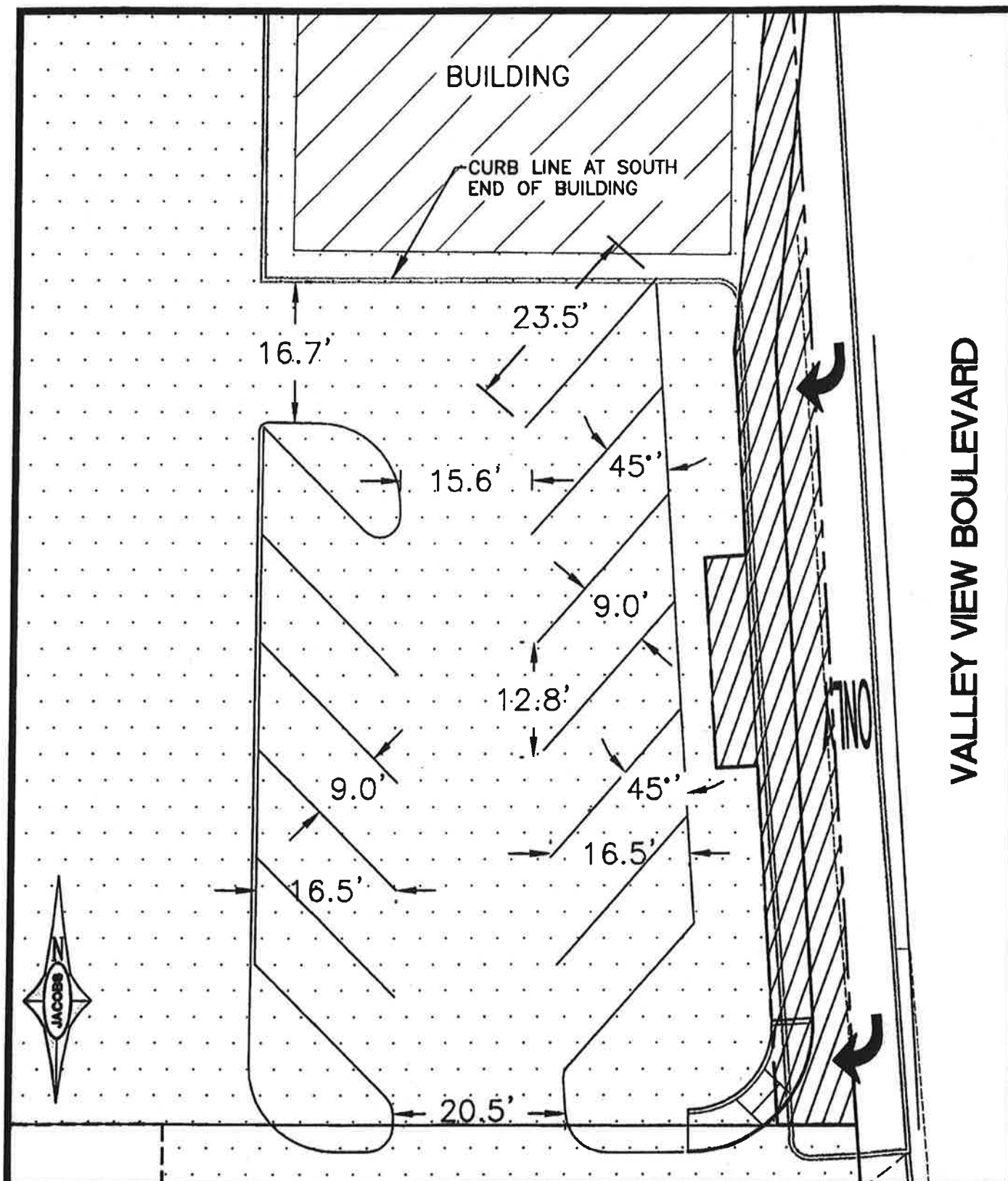
1. CONSTRUCT 3' PDS OVER 3" AGGREGATE BASE.
2. CONSTRUCT CONCRETE SIDEWALK PER STD. 334
3. CONSTRUCT CONCRETE SIDEWALK PER STD. 334
4. CONSTRUCT CONCRETE RETAINING WALL SEE SHEET STRUCTURAL PLANS
5. CONSTRUCT 12" TYPE DRAIN PER STD. 219
6. CONSTRUCT 12" TYPE DRAIN PER STD. 219
7. CONSTRUCT SIDEWALK PER STD. 334
8. PAVE CONCRETE AND W/IN DRIVEWAY. 1" PCC OVER 4" AGGREGATE BASE. SEE STD. 223 FOR ADDITIONAL DETAILS.
9. CONSTRUCT SIDEWALK PER STD. 334
10. CONSTRUCT SIDEWALK PER STD. 334
11. CONSTRUCT SIDEWALK PER STD. 334
12. CONSTRUCT SIDEWALK PER STD. 334
13. CONSTRUCT SIDEWALK PER STD. 334
14. CONSTRUCT SIDEWALK PER STD. 334
15. CONSTRUCT SIDEWALK PER STD. 334
16. CONSTRUCT SIDEWALK PER STD. 334
17. CONSTRUCT SIDEWALK PER STD. 334
18. CONSTRUCT SIDEWALK PER STD. 334
19. CONSTRUCT SIDEWALK PER STD. 334
20. CONSTRUCT SIDEWALK PER STD. 334
21. CONSTRUCT SIDEWALK PER STD. 334
22. CONSTRUCT SIDEWALK PER STD. 334
23. CONSTRUCT SIDEWALK PER STD. 334
24. CONSTRUCT SIDEWALK PER STD. 334
25. CONSTRUCT SIDEWALK PER STD. 334
26. CONSTRUCT SIDEWALK PER STD. 334
27. CONSTRUCT SIDEWALK PER STD. 334
28. CONSTRUCT SIDEWALK PER STD. 334
29. CONSTRUCT SIDEWALK PER STD. 334
30. CONSTRUCT SIDEWALK PER STD. 334
31. CONSTRUCT SIDEWALK PER STD. 334
32. CONSTRUCT SIDEWALK PER STD. 334
33. CONSTRUCT SIDEWALK PER STD. 334
34. CONSTRUCT SIDEWALK PER STD. 334
35. CONSTRUCT SIDEWALK PER STD. 334
36. CONSTRUCT SIDEWALK PER STD. 334
37. CONSTRUCT SIDEWALK PER STD. 334
38. CONSTRUCT SIDEWALK PER STD. 334
39. CONSTRUCT SIDEWALK PER STD. 334
40. CONSTRUCT SIDEWALK PER STD. 334
41. CONSTRUCT SIDEWALK PER STD. 334
42. CONSTRUCT SIDEWALK PER STD. 334
43. CONSTRUCT SIDEWALK PER STD. 334
44. CONSTRUCT SIDEWALK PER STD. 334
45. CONSTRUCT SIDEWALK PER STD. 334
46. CONSTRUCT SIDEWALK PER STD. 334
47. CONSTRUCT SIDEWALK PER STD. 334
48. CONSTRUCT SIDEWALK PER STD. 334
49. CONSTRUCT SIDEWALK PER STD. 334
50. CONSTRUCT SIDEWALK PER STD. 334
51. CONSTRUCT SIDEWALK PER STD. 334
52. CONSTRUCT SIDEWALK PER STD. 334
53. CONSTRUCT SIDEWALK PER STD. 334
54. CONSTRUCT SIDEWALK PER STD. 334
55. CONSTRUCT SIDEWALK PER STD. 334
56. CONSTRUCT SIDEWALK PER STD. 334
57. CONSTRUCT SIDEWALK PER STD. 334
58. CONSTRUCT SIDEWALK PER STD. 334
59. CONSTRUCT SIDEWALK PER STD. 334
60. CONSTRUCT SIDEWALK PER STD. 334
61. CONSTRUCT SIDEWALK PER STD. 334
62. CONSTRUCT SIDEWALK PER STD. 334
63. CONSTRUCT SIDEWALK PER STD. 334
64. CONSTRUCT SIDEWALK PER STD. 334
65. CONSTRUCT SIDEWALK PER STD. 334
66. CONSTRUCT SIDEWALK PER STD. 334
67. CONSTRUCT SIDEWALK PER STD. 334
68. CONSTRUCT SIDEWALK PER STD. 334
69. CONSTRUCT SIDEWALK PER STD. 334
70. CONSTRUCT SIDEWALK PER STD. 334
71. CONSTRUCT SIDEWALK PER STD. 334
72. CONSTRUCT SIDEWALK PER STD. 334
73. CONSTRUCT SIDEWALK PER STD. 334
74. CONSTRUCT SIDEWALK PER STD. 334
75. CONSTRUCT SIDEWALK PER STD. 334
76. CONSTRUCT SIDEWALK PER STD. 334
77. CONSTRUCT SIDEWALK PER STD. 334
78. CONSTRUCT SIDEWALK PER STD. 334
79. CONSTRUCT SIDEWALK PER STD. 334
80. CONSTRUCT SIDEWALK PER STD. 334
81. CONSTRUCT SIDEWALK PER STD. 334
82. CONSTRUCT SIDEWALK PER STD. 334
83. CONSTRUCT SIDEWALK PER STD. 334
84. CONSTRUCT SIDEWALK PER STD. 334
85. CONSTRUCT SIDEWALK PER STD. 334
86. CONSTRUCT SIDEWALK PER STD. 334
87. CONSTRUCT SIDEWALK PER STD. 334
88. CONSTRUCT SIDEWALK PER STD. 334
89. CONSTRUCT SIDEWALK PER STD. 334
90. CONSTRUCT SIDEWALK PER STD. 334
91. CONSTRUCT SIDEWALK PER STD. 334
92. CONSTRUCT SIDEWALK PER STD. 334
93. CONSTRUCT SIDEWALK PER STD. 334
94. CONSTRUCT SIDEWALK PER STD. 334
95. CONSTRUCT SIDEWALK PER STD. 334
96. CONSTRUCT SIDEWALK PER STD. 334
97. CONSTRUCT SIDEWALK PER STD. 334
98. CONSTRUCT SIDEWALK PER STD. 334
99. CONSTRUCT SIDEWALK PER STD. 334
100. CONSTRUCT SIDEWALK PER STD. 334

REMOVAL NOTES

- 1 SHEDD AND MATCH EXISTING
- 2 REMOVE STAIRWAYS SURFACE
- 3 REMOVE CONCRETE NORMAL/USUAL RAMP
- 4 REMOVE CURB
- 5 REMOVE CONCRETE DRIVEWAY
- 6 REMOVE RETAINING WALL
- 7 REMOVE EXISTING BLOCK WALL
- 8 REMOVE PAVING STRIPS
- 9 REMOVE FENCE
- 10 2" CORB WALL

Onk

VALLEY VIEW BOULEVARD



PARKING LOT STRIPING EXHIBIT
 APN 162-06-503-003
 LOT 2, FILE 55 OF PARCEL MAPS, PAGE 33
 NE 1/4 NE 1/4 SEC. 6, T21S, R61E, MDM
 DATE: JAN. 06, 2011 DRAWN BY: JESUS S.



DEPARTMENT OF PUBLIC WORKS
 RIGHT OF WAY SECTION

Handwritten signature/initials

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

Ans

APN: 162-06-502-003

**WHEN RECORDED MAIL & SEND TAX STATEMENT TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: That CHRISTINA M. HIXSON, TRUSTEE OF THE LIED FOUNDATION TRUST, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: Right-of-Way Dedication

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

Chk

APN: 162-06-502-003
OWNER: Lied Foundation Trust
TYPE DOC: Grant Deed

Witness my hand on this _____ day of September, 2011.

Lied Foundation Trust

By: _____
Christina M. Hixson, Trustee

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On _____ personally appeared before me, a Notary Public,
(Date)

(Person(s) appearing before Notary)

_____ personally known (or proved) to me to be the
person whose name is subscribed to the above instrument who acknowledged that __he__
executed the above instrument.

(Notary Public Signature)

CHM

EXHIBIT D

AUTHORIZATION TO ENTER PROPERTY

CMF

APN: 162-06-502-003 & 004

AUTHORIZATION TO ENTER PROPERTY

The undersigned hereby grant(s) an Authorization to Enter Property to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, to allow access onto, upon, over and across the parcel of land hereinafter described for the Jones Blvd. and Valley View Blvd. Corridor Improvements Project.

The above-referenced parcel of land is described as a portion of:

APN: 162-06-502-003 & 004

(See attached map for location)

This authorization is conditioned upon the City of Las Vegas assuming responsibility for any liability that may result from the negligence of its employees or agents arising from the exercise of the rights herein granted.

This Authorization to Enter Property is temporary and shall expire upon completion of said Jones Blvd. and Valley View Blvd. Corridor Improvements Project.

DATE GRANTED: _____

Lied Foundation Trust

By: _____
Christina M. Hixson, Trustee

CHM

EXHIBIT "A"
PAGE 1 OF 1

A PORTION LOT 2 AS SHOWN IN FILE 55, PAGE 33 OF PARCEL MAPS ON
FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4)
OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



STREET CENTERLINE/SECTION LINE
CHARLESTON BOULEVARD
RIGHT OF WAY PER
OR: 00119: 097961
& OR: 860717: 00419

NORTH

SCALE: 1" = 40'

EXISTING ROW

67'

50'

APN: 162-06-502-003
LIED FOUNDATION TRUST
OR: 19921217: 00548

LOT 2
FILE 55, PAGE 33
OF PARCEL MAPS

AREA=13,720 SQ. FT.

200'

53'

82'

84'

29'

25'

25'

43'

10'

96'

EXISTING ROW

STREET CENTERLINE
VALLEY NEW BOULEVARD
RIGHT OF WAY PER OR: 00392: 351877

APN: 162-06-502-004
LIED FOUNDATION TRUST
OR: 19921217: 00548

APN: 162-06-502-003
LIED FOUNDATION TRUST
OR: 19921217:00548

**LOT 2
FILE 55, PAGE 33
OF PARCEL MAPS**

AREA=13,720 SQ. FT.

**APN: 162-06-502-004
LIED FOUNDATION TRUST
OR: 19921217:00548**

Cont

APN 162-06-502-004
LIED FOUNDATION TRUST

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 3 AS SHOWN ON MAP THEREOF ON FILE IN FILE 55, PAGE 33 OF PARCEL MAPS, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 06, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

APN: 162-06-502-003

LOT 2

FILE 55, PAGE 33 OF PARCEL MAPS

AREA=4,121 SQ. FT.

APN: 162-06-502-004
LIED FOUNDATION TRUST
OR: 921217:00548

LOT 3
FILE 55, PAGE 33 OF PARCEL
MAPS

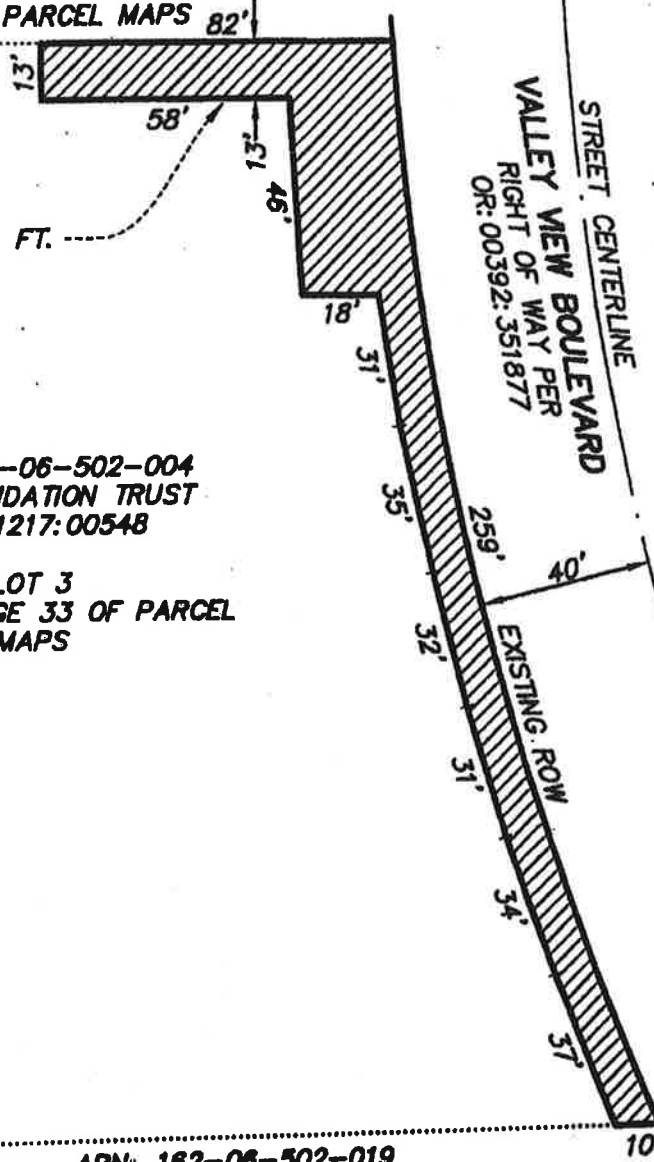


SCALE: 1" = 40'

APN: 162-06-502-019
PARCEL 1
FILE 71, PAGE 8 OF PARCEL MAPS

STREET CENTERLINE
VALLEY VIEW BOULEVARD
RIGHT OF WAY PER
OR: 00392:351877

EXISTING ROW



**LICENSE AGREEMENT BETWEEN
DUCK'S LAKE, LLC AND CITY OF LAS VEGAS**

This LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into by and between the DUCK'S LAKE, LLC, (hereinafter "COMPANY"), a Nevada limited liability company, and its successors and assignsees, and the City of Las Vegas, a Municipal Corporation of the County of Clark, State of Nevada, (hereinafter "CITY"), in accordance with the terms and conditions described herein.

RECITALS

WHEREAS, the COMPANY is the sole fee simple owner of certain real property (hereinafter "Property") located at 2350 South Jones Boulevard, Las Vegas, Nevada, 89146-3103.

WHEREAS, the CITY has requested permission to enter a portion of the Property in order to conduct certain improvements as part of the Jones Boulevard and Valley View Boulevard Corridor Road Improvements Project ("Project"). As part of the Project, the CITY has requested permission to enter upon the Property to perform road improvement work at the location described on the CITY'S map as a portion of the property, APN: 163-011-401-011 & 012. Said map is marked Exhibit A ("Premises"), and is attached hereto and incorporated herein ("Map").

WHEREAS, the purpose of this agreement is to provide the CITY a nonexclusive license, to enter the Premises for the purpose described herein.

WHEREAS, the COMPANY and the CITY desire to set forth below their respective rights and obligations for a License with respect to the Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual agreements that follow, the Parties agree as follows:

1. COMPANY hereby grants the CITY, its employees, representatives, or agents, a nonexclusive license, to enter on the COMPANY Premises in order to perform the following activities:

(a) Walking, standing, building concrete curbs and gutter, landscape, and operating machinery in the adjacent right of way, and such other general construction work required to build the improvements to Jones Boulevard and Sahara Avenue as part of the CITY'S Project as more particularly set forth as Exhibit B ("Road Improvements") attached hereto and incorporated herein. Staging of material or storage of heavy equipment will not occur.

(b) In the event the CITY is required to remove asphalt, grade, repave, open trenches or any other work which would interfere with the operations and business of company or its tenants or their invitees, the CITY shall only utilize that portion of the Premises as is necessary to construct the specific required improvement, and to the greatest extent possible, only the portion of the Premise contiguous to the public improvements will be affected. It is understood that the Premises extend beyond the portion of the Premises in the immediate proximity to the public improvements, which additional portion is for the one time use by the CITY in order to mitigate

any physical condition affecting the grade of the parking lots and contiguous improvements, and the CITY shall make all such repairs over the broader portion of the Premises in a manner that will not unreasonably affect access, parking or visibility to the Parcel, Company, and its tenants, and invitees.

2. This License is expressly conditioned upon the payment by the CITY of the consideration set forth in the Purchase Sale Agreement between the COMPANY and the CITY.

3. **TERM.** This LICENSE is for a term beginning November 1, 2011 and expiring July 31, 2012, unless extended by written agreement executed by the parties hereto.

4. All work conducted under this License shall be performed at the sole cost and expense of the CITY.

5. The COMPANY representatives shall have the right to be present and observe first-hand all work conducted by the CITY on the Premises under the License, the CITY agrees to provide COMPANY seven (7) days written notice of the date and time for performance of the work. Notice shall be delivered to:

Ducks Lake, LLC
c/o Daryl S. Alterwitz, Esq.
8965 S. Eastern Avenue, Suite 360
Las Vegas, NV 89123
702-735-0061
Email: daryl@darylalterwitz.com
Email: johnmulkey@ufc.com

6. The CITY shall be responsible for the operation, maintenance and repair of its equipment and facilities pursuant to the License, and any and all costs related thereto, and shall remove all trash and debris caused by the CITY's exercise of its rights under this License. The CITY shall repair any defects thereto, immediately, or at such times when requested by the COMPANY.

7. The CITY, by acceptance of this License, agrees for and on behalf of itself, its consulting firm, agents, servants, employees, invitees or contractors, who may at anytime use, occupy, visit or maintain said License herein created that the COMPANY, its successors and assigns, shall not be responsible for damages or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the License as granted herein to the CITY, its agents, servants, employees, invitees or contractors.

8. Subject to the limitations of liability set forth in NRS 41.035, the CITY, by acceptance of this License, agrees to defend, indemnify and hold the COMPANY, its successors, and assigns, harmless against any and all claims, demands, damages, costs, expenses, and legal fees, for any loss, injury, death or damage to persons or property which at any time is suffered or sustained by the COMPANY, its employees, the public, or by any person whosoever who may at any time be using, occupying, or visiting, or maintaining the property that is the subject of said License, or be on or about the property that is the subject of said License, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the CITY, or its agents, servants, employees,

invitees, and contractors. In case of any action or proceeding brought against the COMPANY, by reason of such a claim, upon notice from the COMPANY, the CITY covenants to defend such action or proceeding. The COMPANY shall not be liable and the CITY waives and releases the COMPANY from all claims for damage to persons or property sustained by the CITY, or its employees, agents, servants, invitees, contractors and customers resulting by reason of the use of the License.

9. The CITY agrees that throughout the duration of this License to provide the COMPANY, its employees, customers, and the public with continual and uninterrupted access to the Property and that the CITY shall not use the License in a manner that unreasonably interferes with COMPANY operations.

10. **INSURANCE.** All work undertaken by the CITY pursuant to this License shall be completed by qualified engineers, contractors, and consultants. The CITY or their contractors shall carry and maintain at a minimum, workmen's compensation and comprehensive public liability insurance policies, covering without limitation, all potential claims and liability as described in Section 7, in the following amounts:

	<u>Bodily Injury</u>	<u>Property Damage</u>
General Liability	\$100,000/person \$500,000/accident	\$100,000/occurrence \$500,000/aggregate
Automobile Liability	\$100,000/person \$500,000/accident	\$100,000/occurrence \$500,000/aggregate

11. **RESTORATION.** Upon completion of the Project, the CITY shall restore any affected portion of the Premises to the condition it existed prior to the conduct of the CITY's work.

12. The use of the Premises under this License shall be subject to Federal, State, or municipal laws, rules, orders, regulations or requirements.

13. The CITY agrees to accept use of the Premises hereby licensed in their present condition and the COMPANY makes no warranty of the condition of the Premises now or in the future.

14. **CLAIMS AND DISPUTES.** This Agreement is governed by applicable state law.

15. **AUTHORIZATION.** The undersigned parties hereby warrant and represent that all necessary actions to duly approve the execution, delivery, and performance of this Agreement have been taken and this Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

16. **NOTICES.** Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail to the following addresses or such future addresses as may be designated in writing:

Left Blank Intentionally

CITY:

City of Las Vegas
Right-of-Way Section
Attn: Nancy Almanzan
333 North Rancho Drive
Las Vegas, NV 89106
Email: nalmanzan@
lasvegasnevada.gov

COMPANY:

Ducks Lake, LLC
c/o Daryl S. Alterwitz, Esq.
8965 S. Eastern Avenue, Suite 360
Las Vegas, NV 89123
Email: daryl@darylalterwitz.com
Email: johnmulkey@ufc.com

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year indicated below.

Executed this 2nd day of November, 2011.

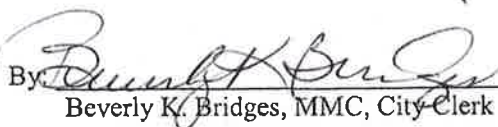
DUCKS LAKE, LLC
a Nevada Limited Liability Company

By: 
David A. Mulkey, Managing Member

CITY OF LAS VEGAS

By: 
Carolyn G. Goodman, Mayor

ATTEST:

By:  11/13/11
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  11/30/11
Deputy City Attorney Date

Notary Acknowledgements on Next Page

**LICENSE AGREEMENT BETWEEN
DUCK'S LAKE, LLC AND CITY OF LAS VEGAS**

NOTARY ACKNOWLEDGEMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

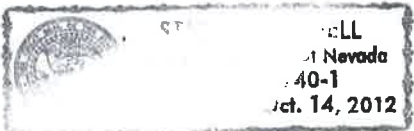
This instrument was acknowledged before me on the 2nd day of November, 2011 by David A. Mulkey as Managing Member of the Ducks Lake, LLC, a Nevada limited liability company.



Erice Badilla
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 7TH day of December, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.



Stacey L. Carper
Notary Public



EXHIBIT A

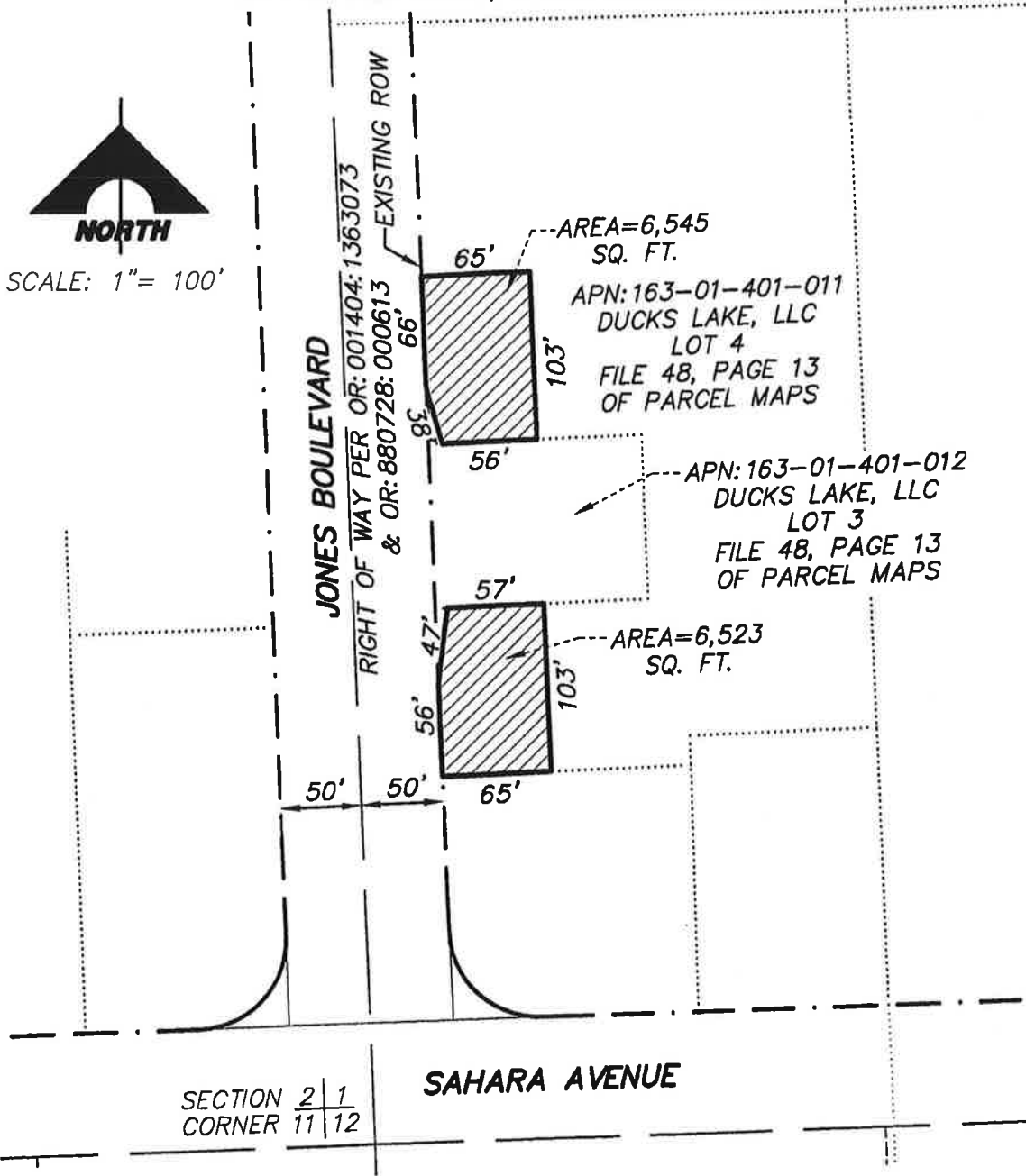
PREMISES

APN 163-01-401-011
DUCKS LAKE, LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 4 AS SHOWN IN FILE 48, PAGE 13 OF PARCEL MAPS,
LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4)
OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 01,
TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

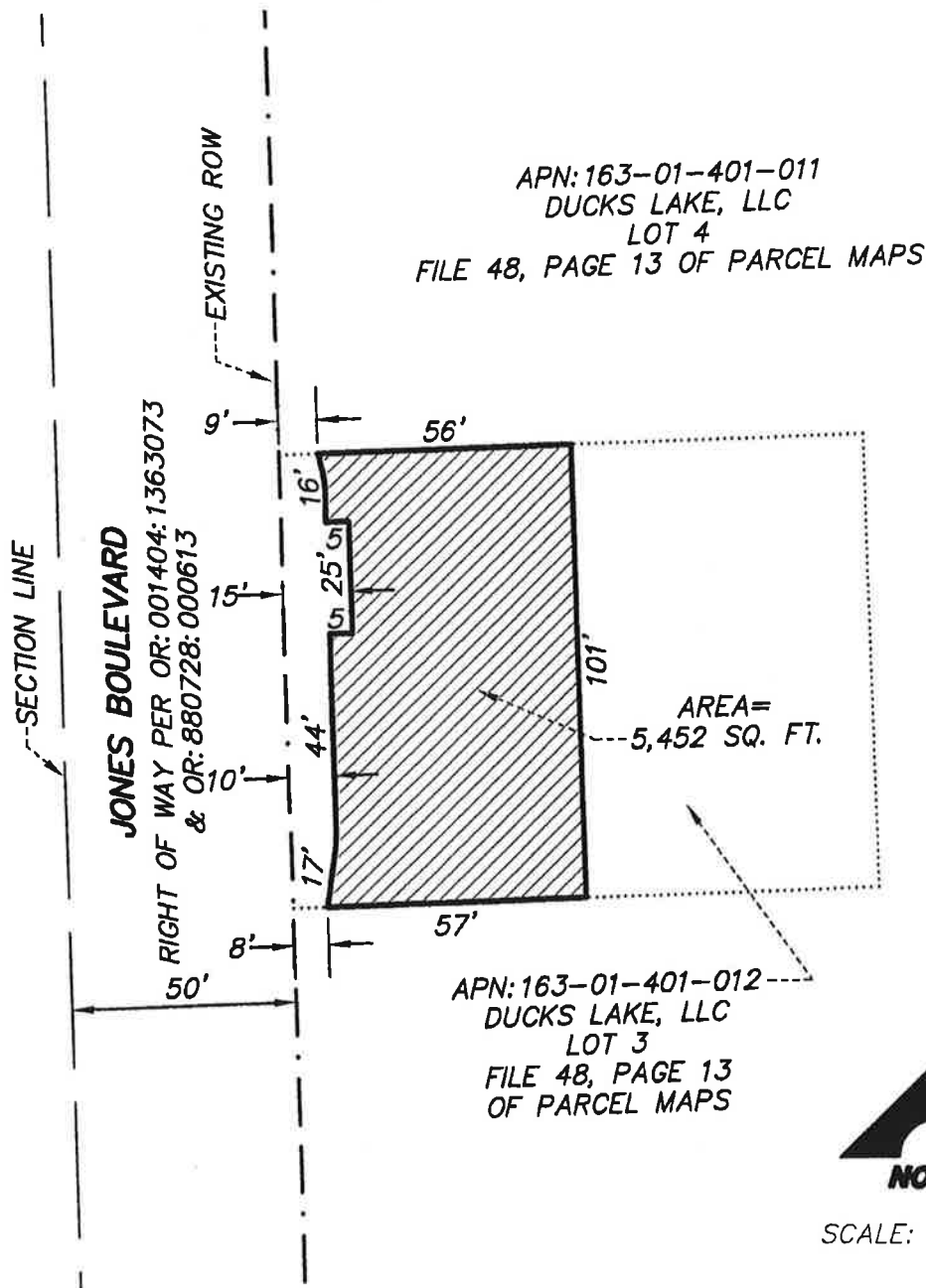


APN 163-01-401-012
DUCKS LAKE, LLC

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 3 AS SHOWN IN FILE 48, PAGE 13 OF PARCEL MAPS, LYING
WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE
SOUTHWEST QUARTER (SW 1/4) OF SECTION 01, TOWNSHIP 21 SOUTH,
RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



RIGHT-OF-ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made this 17TH day of October, 2011, by and between 7-Eleven, Inc., a Texas corporation ("Owner") and the City of Las Vegas, a municipal corporation of the State of Nevada ("City") for that certain real property commonly known as 6070 W. Sahara Avenue, City of Las Vegas, County of Clark, State of Nevada, APN #163-01-401-010 (the "Property") and owned by Owner.

WITNESSETH:

WHEREAS, the City proposes to construct improvements to Jones Boulevard [Jones Boulevard Corridor Improvements] in Clark County, State of Nevada (the "Project"); and

WHEREAS, in order to proceed with the Project, the City wishes to obtain a right of entry from the Owner over a portion of the Property as depicted on Exhibit "A" as the Existing Right of Way, 2,083 square feet, ("ROW Area") attached hereto and made a part hereof, with said construction to be accomplished without delay and as part of the corridor project along Jones Boulevard, between U.S. 95 and Laredo Street.

NOW, THEREFORE, the City and Owner agree as follows:

1. Owner hereby grants permission to the City, its agents, employees, officers, equipment, its contractors' employees and equipment, to enter upon and perform the work, including the reconstruction of the sidewalk within the ROW Area as described in Exhibit "B". The City agrees to keep the open half of the driveway at all times, and to provide uninterrupted vehicular and pedestrian access to and from the Property to the adjoining roadways for its customers and delivery vehicles. City agrees that no retaining wall or handrail shall be constructed in or adjacent to the Property.

2. Owner's existing pedestrian light pole may remain in place and shall be protected and not disturbed by the City.

3. City shall immediately and properly repair and/or restore at its sole cost any damage to the same or better condition in connection with the construction on the ROW Area including, but not limited to, any buildings, improvements, fixtures, landscaping, irrigation, sod or pavement thereon which may have been inadvertently damaged and, if applicable same grade level existing prior to the commencement of the removal or construction of the Project.

4. It is also agreed that the ROW Area will not be used by the City or its contractor for the storage or staging of equipment and materials during construction.

5. City agrees that no barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected in, on, along or adjacent to the Property so as to in any way burden or interfere with, impede, slow, divert or in any way prevent vehicular or pedestrian

traffic from freely passing within, through or across the Property, for any and all driveways accessing the Property.

6. City agrees to indemnify and hold harmless Owner from and against any liability arising out of the exercises of the rights granted pursuant to this Agreement proximately caused by any act or omission of the City, or its agents, employees, officers, and others acting for or on its behalf. The City will be responsible for any loss, damage, liability, cost or expense caused by the actions or non-actions of its agents, employees, officers, and others acting for or on its behalf resulting from the use of the ROW Area, including any damages or injuries to persons or property including any property of Owner.

7. City will restore the Property as nearly possible to its original condition prior to termination of this authorization.

8. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

9. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to undertake the duties and obligations set forth herein.

10. The Right-of-Entry Agreement is temporary and shall expire at the completion of the Project.

ATTEST:

By: [Signature]
Title: Assistant Secretary
Date: 10/5/2011

OWNER:

7-ELEVEN, INC.,
a Texas corporation

By: [Signature]
Title: Senior Vice President
Date: 10-5-2011

ATTEST:

By: [Signature] 10/12/11
Beverly K. Bridges, MMC, City Clerk Date

CITY:

CITY OF LAS VEGAS, a municipal
corporation of the State of Nevada

By: [Signature]
Carolyn G. Goodman, Mayor Date

APPROVED AS TO FORM:

By: [Signature] 10/11/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "A"

APN 163-01-401-010
7-ELEVEN INC.

EXHIBIT "A"
PAGE 1 OF 1

AUTHORIZATION TO ENTER PROPERTY

A PORTION LOT 2 AS SHOWN ON MAP THEREOF ON FILE IN FILE 48,
PAGE 13 OF PARCEL MAPS, LYING WITHIN THE SOUTHWEST
QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 01, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

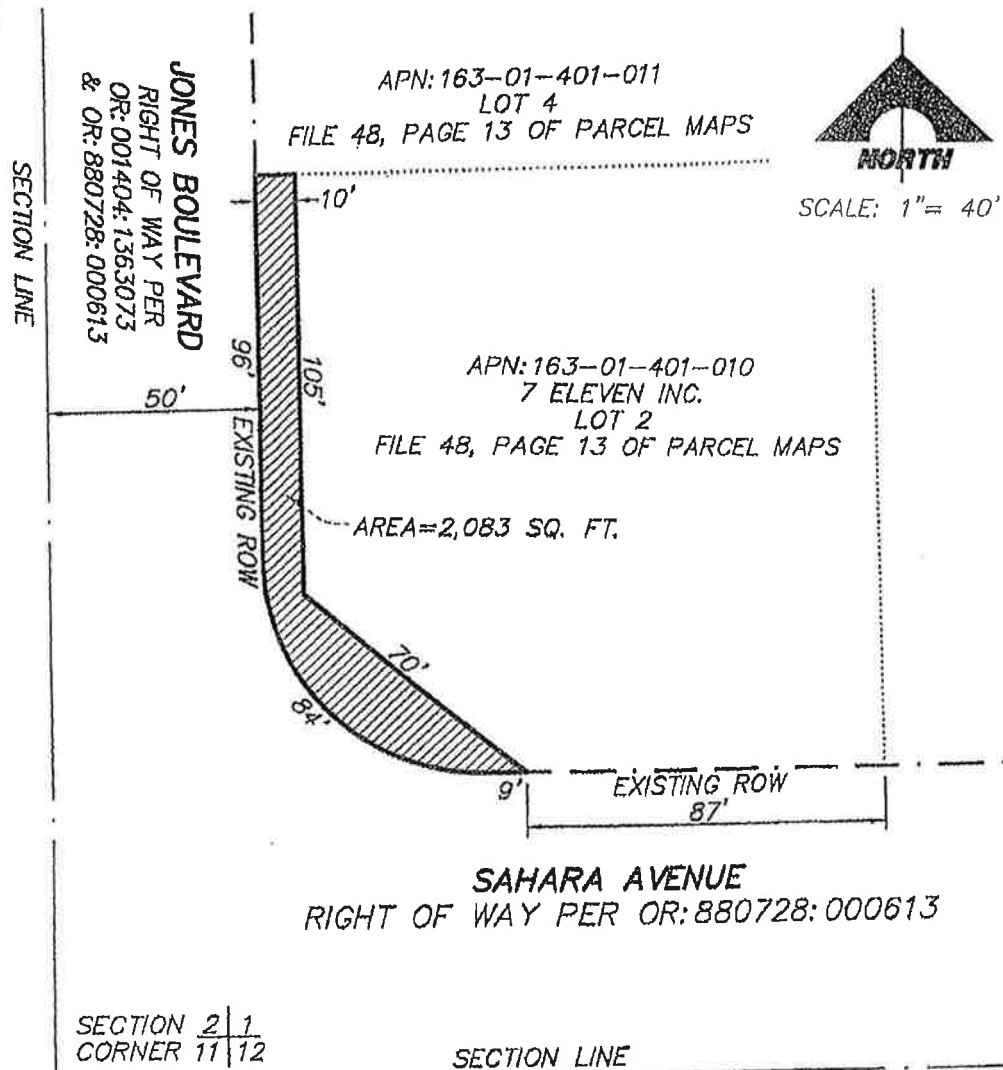


EXHIBIT "B"

