

**LEASE AGREEMENT  
BETWEEN  
CMB PROPERTIES LLC  
AND  
CLARK COUNTY**

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026 ("Effective Date"), by and between CMB PROPERTIES LLC, a domestic limited liability company (hereinafter referred to as "LESSOR"), and CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "LESSEE" or "COUNTY"), individually a "Party" and collectively known as the "Parties".

**WITNESSETH:**

This Lease is made upon the following terms, conditions, and covenants, to which the Parties agree:

**1. PREMISES.**

1.1 **LESSOR** hereby leases to **COUNTY**, and **COUNTY** hereby leases from **LESSOR** those certain premises, hereinafter called the "Premises," described as follows:

Approximately 695 square feet of office space known as Suite 2C ("Suite 2C") and +/- 1,398 square feet of office space known as Suite 2D ("Suite 2D") located on the second floor of 324 S Third Street Las Vegas, Nevada 89101 ("Building") along with use of the common area and shared rooms, as depicted on the attached Exhibit "A".

1.2 **LESSOR** shall provide the necessary remotes, FOBs or other access controls for **COUNTY** to enter and occupy the Building and Premises. Building shall be open from 8 AM to 6 PM Monday-Friday. Notwithstanding, **COUNTY** may access Premises outside of normal Building hours.

1.3 **COUNTY** may, at its option, reduce the size of the Premises to only Suite 2C or Suite 2D by giving **LESSOR** ninety (90) days prior notice to the end of the Initial Term or any option renewal. Rent (as defined in Section 5), shall be reduced based on the reduction of square footage.

**2. TERM.**

2.1 The initial term of this Lease shall commence on July 21, 2026, and shall terminate on June 30, 2027 unless terminated earlier pursuant to section 4 hereinbelow.

2.2 **COUNTY** may, at its option, renew this Lease for an additional three (3) one (1) year periods. **COUNTY** shall provide ninety (90) days notice to Lessor prior to the end of the initial term of this Lease, or as extended, of its intention to exercise said renewal option(s).

2.3 **COUNTY** may at its option, either at the expiration of the initial term or any option period, stay on a month-to-month basis for up to 6 months with rent increases as per Subsection 5.1. **COUNTY** shall provide ninety (90) days notice to **LESSOR** of it's intention to extend the lease on a month-to-month basis

### 3. **PURPOSE.**

3.1 **COUNTY** agrees to use and occupy the Premises during the term of this Lease for the purpose of governmental office work which may include interaction with members of the public, and for no other purpose or purposes without the written consent of Lessor. County shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building.

### 4. **COUNTY'S BUDGETARY LIMITS AND FISCAL FUND OUT.**

4.1 The **COUNTY**, as a local governmental entity, is subject to the requirements of Nevada Revised Statute ("NRS") 244.230 and NRS 354.626, which require **COUNTY** to budget annually for its expenses and which prohibit **COUNTY** from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All **COUNTY'S** financial obligations under this Lease are subject to those statutory requirements, and subsections 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of **COUNTY'S** payment obligations hereunder for any fiscal year shall not exceed the amounts that **COUNTY** has appropriated for rent, maintenance of space and related liabilities for the Law Library and Public Defender. **COUNTY** reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and **COUNTY'S** using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy **COUNTY'S** financial obligations under this Lease.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate, and **COUNTY'S** liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the **COUNTY'S** governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due.

### 5. **MONTHLY RENTAL AMOUNT.**



Lease Agreement between CMB Properties LLC and Clark County

5.1 Subject to the Fund Out Clause, **COUNTY** agrees to pay, on the first day of each calendar month, the monthly rental amount of Four Thousand Seven Hundred Fifty-One Dollars and Eleven Cents (\$4,751.11) ("Rent") (or \$2.27 per square foot) (excluding any tax for which **COUNTY** presents a statement enumerating the taxes from which it is exempt), and increasing three percent (3%) per year for each subsequent year, including any options renewals , as shown in Table 1 below.

| <u><b>INITIAL PERIOD</b></u>                  | <u><b>Square Footage</b></u> | <u><b>Monthly Rent per SQFT</b></u> | <u><b>MONTHLY RENT</b></u> |
|-----------------------------------------------|------------------------------|-------------------------------------|----------------------------|
| 7/21/2026- 6/30/2027                          | 2,093                        | \$2.27                              | \$4,751.11                 |
| <u><b>OPTION PERIOD</b></u>                   | <u><b>Square Footage</b></u> | <u><b>Monthly Rent per SQFT</b></u> | <u><b>MONTHLY RENT</b></u> |
| <u><b>Option #1</b></u><br>7/1/2027-6/30/2028 | 2,093                        | \$2.34                              | \$4,897.62                 |
| <u><b>Option #2</b></u><br>7/1/2028-6/30/2029 | 2,093                        | \$2.41                              | \$5,044.13                 |
| <u><b>Option #3</b></u><br>7/1/2029-6/30/2030 | 2,093                        | \$2.48                              | \$5,190.64                 |

5.2 In the event the term of this Lease commences other than on the first day of a calendar month, or if the termination date is not the last day of a month, a prorated monthly amount shall be paid for the fractional month during which this Lease commences and/or terminates. Payment of Rent shall be made by **COUNTY** to **LESSOR** at such addresses as shall from time to time be designated by **LESSOR** to **COUNTY** in writing.

**LESSOR** shall bill the **COUNTY** for Rent at the following address or by electronic mail:

Clark County Real Property Management  
Attn: PMA Division  
500 South Grand Central Parkway, 4<sup>th</sup> Floor  
P.O. 551825  
Las Vegas, Nevada, 89155-1825  
Ph: (702)-455-0110  
RealPropertyManagementPMA@ClarkCountyNV.Gov

5.3 In the event the **COUNTY** elects to reduce the size of the Premises as provided for in Subsection 1.1, the Rent shall be reduced proportionate to the actual square footage of the Premises, but shall be subject to the three percent (3%) annual increase.

5.4 Monthly Rent Payments shall be made out to "Nobles & Yanez Law PLLC" or as otherwise directed by **LESSOR**.

## **6. SECURITY DEPOSIT.**

**COUNTY** shall pay a security deposit of Four Thousand Seven Hundred Fifty-One Dollars and Eleven Cents (\$4,751.11)("Security Deposit") to the **LESSOR** within thirty (30) days of the Effective Date. Upon expiration or termination of the Lease, **LESSOR** shall return the Security Deposit to **COUNTY** within thirty (30) days of such termination or expiration.

## **7. UTILITIES AND SERVICES**

7.1 **LESSOR** shall provide, at no additional cost to **COUNTY**, the following utilities, and services:

Electricity ☒ Basic Trash Service ☒ Sewer ☒ Gas ☒ Water ☒ Phone ☐ Internet ☐  
Interior Pest Control ☒ Exterior Pest Control ☒ Landscaping ☒ Building & common area  
Janitorial ☒ Alarm Monitoring ☐ Security ☐

7.2 For any utilities or services not enumerated above in subsection 7.1, **COUNTY** shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider, subject to the Fund Out Clause.

## **8. ALTERATIONS, ADDITIONS, OR IMPROVEMENTS TO PREMISES.**

8.1 **COUNTY** shall not, without **LESSOR'S** prior written consent, make any alterations, additions, or improvements to or on the Premises.

8.2 Any tenant improvements performed by **LESSOR** on behalf of Lessee shall require the supervision of an on-site property manager at **LESSOR'S** sole expense.

8.3 **COUNTY** to receive from **LESSOR** a copy of any hazardous materials reports in Lessor's possession prior to beginning any tenant improvements and SDS sheets for materials used in the course of constructing tenant improvements.

8.5 Any tenant improvements performed by the **LESSOR** for the **COUNTY** and paid for with **COUNTY** funds are considered a Public Work. If the estimated costs exceed statutory limits, then NRS 244.286 and NRS 338-013 through 338-090 are applicable regarding



and paid for with COUNTY funds are considered a Public Work. If the estimated costs exceed statutory limits, then NRS 244.286 and NRS 338-013 through 338-090 are applicable regarding prevailing wages. The LESSOR must comply with all applicable NRS statutes and provide COUNTY with all tenant improvement related documentation including but not limited to contracts, invoices, payroll receipts, etc. COUNTY will provide oversight.

## **9. REPAIRS AND MAINTENANCE.**

9.1 **COUNTY**, at its sole expense, subject to the Fund Out Clause, shall repair and maintain all equipment and trade fixtures furnished by **COUNTY**, in good, safe, and sanitary condition, and shall have no obligation to repair those portions of the Building or Premises which **LESSOR** is obligated to or agrees to maintain and repair as set forth in subsection 9.2 hereinbelow.

9.2 **LESSOR** shall, at its sole expense, repair and maintain the Premises and Building, elevator, electrical, mechanical systems, heating/air conditioning equipment/system inclusive of routine filter changes and vent cleaning, flooring inclusive of a one (1) time per year carpet/tile shampooing and/or deep cleaning, exterior walls, exterior roof, plumbing serving the Premises including cement-embedded or sub-surface non-accessible, sidewalks, driveways, landscaping and parking lots, fixtures and appurtenances furnished by **LESSOR** under this Lease, in good repair and tenantable condition, except that **COUNTY** shall reimburse **LESSOR**, subject to the Fund Out Clause, for any costs incurred by **LESSOR** in repair and maintenance of damage to said portions caused by the intentional or negligent acts of **COUNTY**, its officers, or employees. **LESSOR** shall also be responsible for compliance with current fire department regulations, inspections, maintenance of fire-related facilities and applicable fees.

9.3 **LESSOR** shall not be liable to **COUNTY** for any damage, injury, or expense incurred by **COUNTY** that is caused by **LESSOR'S** failure to repair or maintain the portions of the Premises described in subsection 9.2 hereinabove, unless **COUNTY** has given **LESSOR** written notice of the need to repair said portions and **LESSOR** has failed to make said repairs within thirty (30) days after receiving written notice. Should **LESSOR** fail to perform its maintenance and repair responsibilities within said period, **COUNTY** may, but is not obligated to, provide maintenance, and make repairs thereon and thereto which it deems necessary in the sole discretion of the Director of the Clark County Department of Real Property Management ("the Director"), charging the same to the expense of **LESSOR**. In case of an emergency, **COUNTY** is not obligated to give **LESSOR** notice and may provide such maintenance and repairs as **COUNTY** deems necessary, charging the actual cost thereof to the expense of **LESSOR**. An event which constitutes an emergency shall be determined solely in the discretion of the Director.

9.4 In the event the **LESSOR** fails to perform any service, to provide any item, to provide repairs or maintenance as provided in subsection 9.2 hereinabove, or to provide any requirement of this Lease, **COUNTY** may perform the service, provide the item, make the



repair, provide the maintenance, or meet the requirement, either directly or through a contract. **COUNTY** shall deduct any costs incurred for such services or items, including administrative costs, from the rental payments.

9.5 By entry hereunder, **COUNTY** accepts the Premises as being in good repair and tenantable condition. It is understood and agreed that **LESSOR** has no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as specifically set forth herein, and no representations respecting the condition of the Premises have been made by **LESSOR** to **COUNTY**, except as specifically set forth herein.

**10. PARKING SPACE(S).**

INTENTIONALLY DELETED

**11. RULES AND REGULATIONS.**

**COUNTY** shall, to the extent it has the legal authority to do so, and subject to the Fund Out Clause, comply with the reasonable rules and regulations adopted by **LESSOR** from time to time and all modifications or any additions thereto from time to time put into effect by **LESSOR**.

**12. DESTRUCTION OF PREMISES.**

If the Building or the Premises is partially or totally destroyed by fire or other casualty so that the Premises is untenable as determined by **COUNTY**, the **COUNTY** may terminate this Lease upon fifteen (15) calendar days written notice to the **LESSOR** and no further rental will be due.

**13. AMENDMENT OR MODIFICATION.**

This Lease constitutes the entire agreement between the Parties and may be amended or modified only with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto, and approved by the **COUNTY'S** governing board.

**14. ASSIGNMENT, CHANGE OF LESSOR OWNERSHIP; SUBLEASE**

14.1 In the event **LESSOR** sells or refinances the property where the Premises is located, the **COUNTY'S** Director of Real Property Management or designee shall have the authority, on behalf of the **COUNTY**, to consent to any assignment, and to execute subordination and attornment agreements, estoppel certificates and other documents as requested by Lessor related to change of ownership or financing.

14.2 The **COUNTY** shall not sublet the whole or any part of the Premises without the written consent of **LESSOR**.

**15. NOTICES.**

Any notice required to be given hereunder shall be deemed effective when received by the party to whom it is directed. All such notices shall be in writing and may be delivered in person by one party to the other party at the Premises, or may be sent by certified mail, return receipt requested, to the other party at its respective address set forth below, or to such other address as may hereafter be designated by either party in writing:

**LESSOR:**

CMB Properties LLC  
324 S Third Street, Suite # 2  
Las Vegas, NV 89101

**COUNTY:**

Clark County Real Property Management  
500 Grand Central Pkwy, 4<sup>th</sup> Floor  
PO Box 551825  
Las Vegas, NV 89155-1825

**16. NEVADA LAW.**

The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada, and any dispute or legal proceeding is subject to the jurisdiction of the state courts in the State of Nevada.

**17. COVENANT OF QUIET ENJOYMENT.**

**LESSOR** represents that if **COUNTY** performs all its obligations under this Lease, **COUNTY** shall have and enjoy throughout the term of this Lease the quiet and undisturbed enjoyment of the Premises.

**18. PRIOR APPROVAL OF COUNTY'S GOVERNING BOARD.**

This Lease is contingent upon prior approval by the Clark County Board of Commissioners and is not binding upon the parties hereto or effective until such approval has been obtained.



**19. LIABILITY OF COUNTY AND LESSOR.**

19.1 **COUNTY** shall not be liable to **LESSOR** for any damage to **LESSOR** or **LESSOR'S** property, or for damages to persons or property arising under this Lease, except **COUNTY** shall be liable to **LESSOR** as provided in subsection 9.2 hereinabove, and for damage or injury to **LESSOR** resulting from negligent or intentional acts or omissions of **COUNTY**, its officers and employees arising under this Lease, subject to the Fund Out Clause.

**20. STRUCTURAL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**

**LESSOR** shall be responsible to guarantee that the Premises is structurally compliant with the Americans with Disabilities Act (ADA) to the degree that the Building is subject to any applicable ADA requirements. In the event that any required structural changes are not made to bring the Premises into compliance with the ADA, the **COUNTY** shall make such changes as to comply with the ADA and shall deduct the cost of those changes from rent payments until the **COUNTY** is reimbursed in full for the cost of said changes. The **COUNTY** may decide, in its sole discretion, that the expense of making the structural changes required by the ADA exceeds its rental payment obligation and then may, subject to section 8, exercise the option either to make the required structural changes and bill the **LESSOR** for the work performed or to immediately terminate this Lease thereby extinguishing the **COUNTY'S** liability and payment obligations hereunder. Notwithstanding, the Parties acknowledge that the Premises and amenities are not currently ADA accessible and may be exempt from certain ADA accessibility requirements that would otherwise be required of newer facilities.

**21. THIRD PARTY BENEFICIARY.**

This Lease is not intended to create any rights, powers, or interest in any third party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

**22. INSURANCE REQUIREMENTS**

**COUNTY** hereby represents that they are self-insured.

**[SIGNATURE PAGE TO FOLLOW]**



Lease Agreement between CMB Properties LLC and Clark County

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

**COUNTY ("LESSEE"):**

CLARK COUNTY

**LESSOR:**

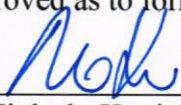
CMB PROPERTIES LLC

By \_\_\_\_\_  
Shauna Bradley, Director  
Real Property Management

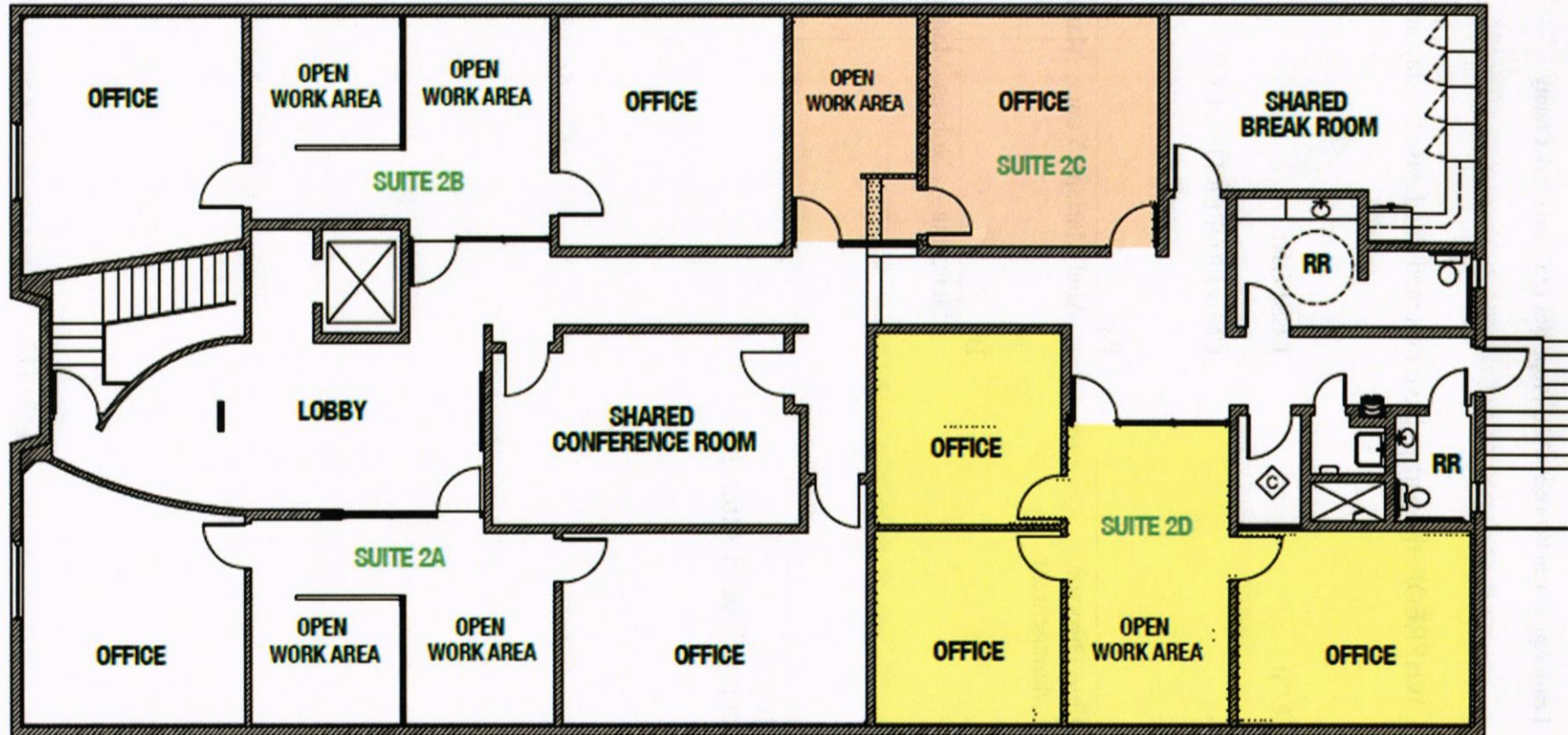
By \_\_\_\_\_  
Abel Mariano Yanez, Managing Member

By \_\_\_\_\_  
Dewaune A. Nobles, Managing Member

Approved as to form:

By   
Nichole Kazimirovicz  
Clark County Deputy District Attorney

**EXHIBIT "A"**





## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|                                                                  |                                      |                                                               |                                           |                                         |                                                  |                                |
|------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------|-------------------------------------------|-----------------------------------------|--------------------------------------------------|--------------------------------|
| <b>Business Entity Type (Please select one)</b>                  |                                      |                                                               |                                           |                                         |                                                  |                                |
| <input type="checkbox"/> Sole Proprietorship                     | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation      | <input type="checkbox"/> Trust          | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Other |
| <b>Business Designation Group (Please select all that apply)</b> |                                      |                                                               |                                           |                                         |                                                  |                                |
| <input type="checkbox"/> MBE                                     | <input type="checkbox"/> WBE         | <input type="checkbox"/> SBE                                  | <input type="checkbox"/> PBE              | <input type="checkbox"/> VET            | <input type="checkbox"/> OVET                    | <input type="checkbox"/> ESB   |
| Minority Business Enterprise                                     | Women-Owned Business Enterprise      | Small Business Enterprise                                     | Physically Challenged Business Enterprise | Veteran Owned Business                  | Disabled Veteran Owned Business                  | Emerging Small Business        |
| <br>                                                             |                                      |                                                               |                                           |                                         |                                                  |                                |
| <b>Number of Clark County Nevada Residents Employed:</b>         |                                      |                                                               |                                           | 2                                       |                                                  |                                |
| <br>                                                             |                                      |                                                               |                                           |                                         |                                                  |                                |
| <b>Corporate/Business Entity Name:</b>                           |                                      | CMB Properties LLC                                            |                                           |                                         |                                                  |                                |
| <b>(Include d.b.a., if applicable)</b>                           |                                      |                                                               |                                           |                                         |                                                  |                                |
| <b>Street Address:</b>                                           |                                      | 324 S. 3rd St., Suite 2                                       |                                           | <b>Website:</b>                         |                                                  |                                |
| <b>City, State and Zip Code:</b>                                 |                                      | LV, NV 89101                                                  |                                           | <b>POC Name:</b> Abel Yanez             |                                                  |                                |
|                                                                  |                                      |                                                               |                                           | <b>Email:</b> ayanez@noblesyanezlaw.com |                                                  |                                |
| <b>Telephone No:</b>                                             |                                      | 702-641-6001                                                  |                                           | <b>Fax No:</b> 702-641-6002             |                                                  |                                |
| <b>Nevada Local Street Address:</b>                              |                                      |                                                               |                                           | <b>Website:</b>                         |                                                  |                                |
| <b>(If different from above)</b>                                 |                                      |                                                               |                                           |                                         |                                                  |                                |
| <b>City, State and Zip Code:</b>                                 |                                      |                                                               |                                           | <b>Local Fax No:</b>                    |                                                  |                                |
| <b>Local Telephone No:</b>                                       |                                      |                                                               |                                           | <b>Local POC Name:</b>                  |                                                  |                                |
|                                                                  |                                      |                                                               |                                           | <b>Email:</b>                           |                                                  |                                |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

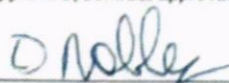
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name         | Title            | % Owned<br>(Not required for Publicly Traded Corporations/Non-profit organizations) |
|-------------------|------------------|-------------------------------------------------------------------------------------|
| Abel M. Yanez     | Managing Partner | 50                                                                                  |
| Dewayne A. Nobles | Managing Partner | 50                                                                                  |
|                   |                  |                                                                                     |

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
 Signature

Dewayne A. Nobles  
 Print Name

Managing Partner  
 Title

7/8/26  
 Date