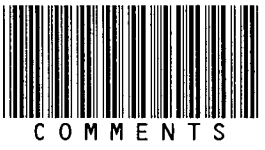
Comments



Separator Sheet

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM

Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 phone (702) 385-7268 fax

EOT-18647 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JMA ARCHITECTS - OWNER: CHARLESTON 3RD, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6111) THAT ALLOWED A 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-257), Ward 3 (Reese).

****NOTE: THIS IS A DIRECT TO COUNCIL ITEM - COMMENTS ARE DUE WITHIN APPROXIMATELY ONE WEEK***

CITY COUNCIL MEETING: **FEBRUARY 7, 2007**
PUBLIC HEARING: **NO**

CASE PLANNER: **PETER LOWENSTEIN**

*Comments Due: JANUARY 16, 2007**

*Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to CAROLE COMBS (**ccombs@lasvegasnevada.gov**), the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.*

LIST COMMENTS BELOW: LVMPD INTERGOVERMENTAL SERVICES

THIS PROPOSED PROJECT WILL INCREASE THE SERVICE POPULATION IN THE DOWNTOWN AREA COMMAND. THIS WILL INCREASE THE CALLS FOR SERVICE AND RESPONSE TIMES

THE HIGH RISE COULD HAVE A NEGATIVE IMPACT ON RADIO COMMUNICATIONS FOR RESPONDING OFFICERS IF NOT INSTALLED WITH A RADIO SIGNAL REDISTRIBUTION SYSTEM.

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works
CC: Ed Byrge, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan R. Riekki, Survey (FM, PM, & A's only)
Date: January 17, 2007
Re: **EOT-18647** JMA Architects 1026 and 1036 South Third Street
Request for an Extension of Time of an approved Site Development Plan Review

COMMENTS:

We have no objection to the request for an Extension of Time of an approved Site Development Plan Review application for property located at 1026 and 1036 South Third Street that allowed a 28 story mixed-use development consisting of 159 residential condominium units and 7,000 square feet of commercial/retail space, with waivers from the Downtown Centennial Plan Streetscape, build-to-line and building setback requirements, as long as all previously imposed conditions of approval for SDR-6111 and all subsequent site-related actions are ultimately complied with.

Application

Separator Sheet

DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EXTENSION OF ENTITLEMENTS SDR-6111
Project Address (Location) 251 E. CHARLESTON BLVD. LV, NV. 89104
Project Name EVOLUTION LOFTS - PHASE I **Proposed Use** CONDOMINIUMS
Assessor's Parcel #(s) 139·34·410·091 AND 092 **Ward #** _____
General Plan: existing C-2 proposed C-2 **Zoning:** existing C-2 proposed C-2
Commercial Square Footage 194,610 **Floor Area Ratio** _____
Gross Acres .42 **Lots/Units** 159 **Density** 378 UNITS/ACRE
Additional Information _____

PROPERTY OWNER CHARLESTON-3RD LLC **Contact** LEN EDELMAN
Address 10557 N.W. 53RD STREET **Phone:** 954·741·4531 **Fax:** 954·741·4584
City SUNRISE FLORIDA **State** FLA **Zip** 33351

APPLICANT JMA ARCHITECTS **Contact** CHRIS ROONEY
Address 919 4TH AVE SUITE 200 **Phone:** 619·398·8320 **Fax:** 619·398·8322
City SAN DIEGO **State** CA **Zip** 92101

REPRESENTATIVE GREG BORGEL **Contact** _____
Address 300 S. 4TH ST #1500 **Phone:** 702·383·8953 **Fax:** 383-8845
City LAS VEGAS **State** NV **Zip** 89101

Property Owner Signature* _____
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
Print Name LEONARD EDELMAN

Subscribed and sworn before me
This 6 day of DECEMBER, 2006.
Sharon J Herman
Notary Public in and for said County and State

Notary Public State of Florida
Sharon J Herman
My Commission DD527370
Expires 05/16/2010

FOR DEPARTMENT USE ONLY

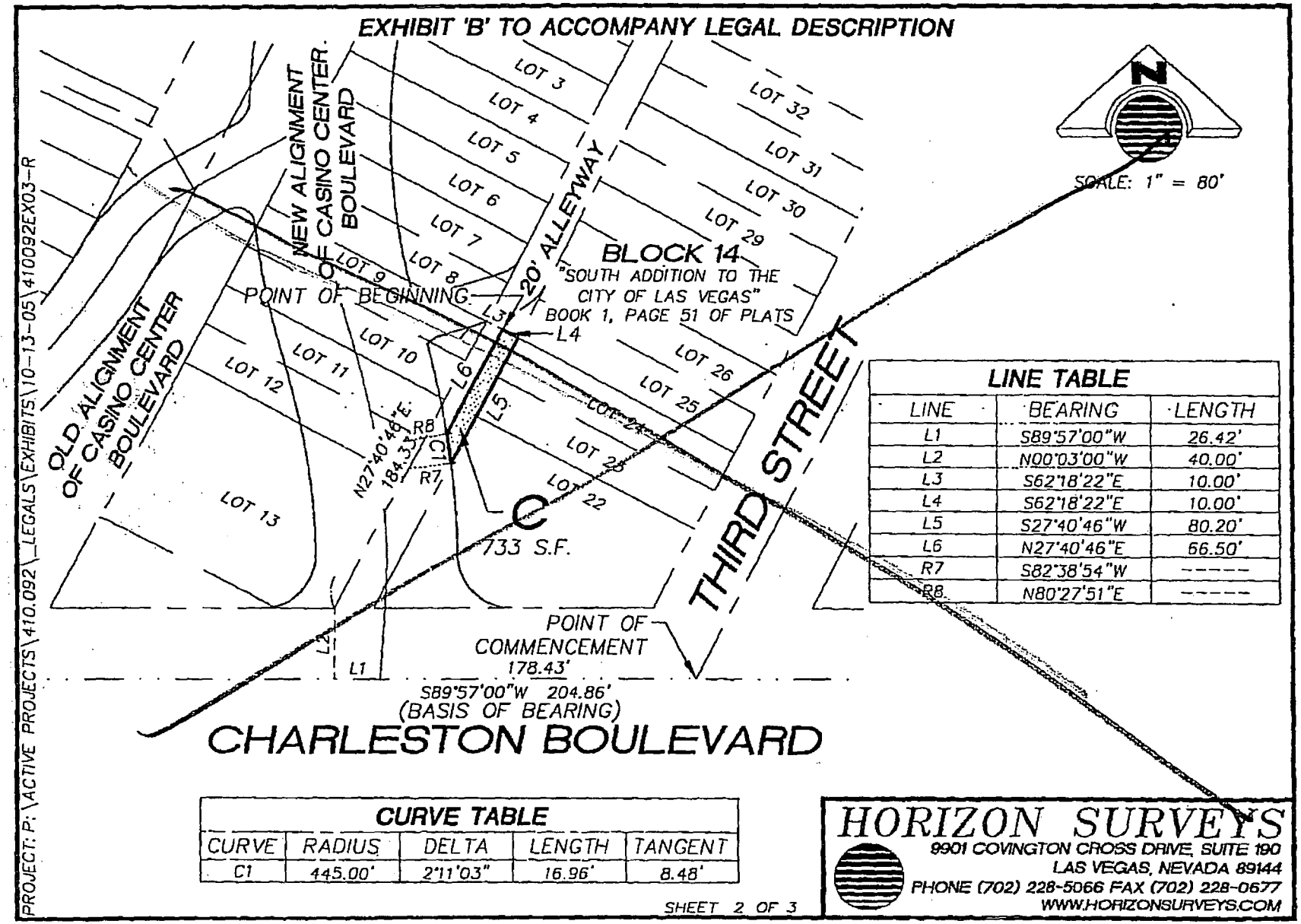
Case #	EOT-18647
Meeting Date:	2-7-07
Total Fee:	300-
Date Received:*	12·11·06
Received By:	

* The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Deed

Separator Sheet

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°57'00"W	26.42'
L2	N00°03'00"W	40.00'
L3	S62°18'22"E	10.00'
L4	S62°18'22"E	10.00'
L5	S27°40'46"W	80.20'
L6	N27°40'46"E	66.50'
R7	S82°38'54"W	-----
R8	N80°27'51"E	-----

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	445.00'	2°11'03"	16.96'	8.48'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 190
LAS VEGAS, NEVADA 89144
PHONE (702) 228-5066 FAX (702) 228-0677
WWW.HORIZONSURVEYS.COM

PROJECT: P:\ACTIVE PROJECTS\410.092_LEGALS\EXHIBITS\10-13-05\410092EX03-R

APN: 139-34-499-001

20060623-0000740

Fee: $17.00 RPTT: $244.80
N/C Fee: $25.00

06/23/2006 08:59:39
T20060111617
Requestor:
LAWYERS TITLE OF NEVADA

Frances Deane RMS
Clark County Recorder Pgs: 5

WHEN RECORDED MAIL & SEND
TAX STATEMENTS TO:

~~CITY OF LAS VEGAS - CITY CLERK~~
~~400 STEWART AVENUE~~
~~LAS VEGAS, NEVADA 89101~~
CHARLESTON - 3RD, LLC
10657 NW 53RD ST
SUNRISE, FL 33351

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That CITY OF LAS VEGAS, a Municipal Corporation, for and in consideration of $1.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to CHARLESTON-3RD, LLC, a Nevada limited liability company, 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

RESERVING UNTO THE CITY OF LAS VEGAS an easement for existing City owned utility systems located within the above described parcel, including the right to add to, remove, repair or replace such utility systems and the right of ingress and egress thereto for such maintenance purposes.

The City owned utility systems include, but are not limited to, fire alarm, storm drain, sewer, street light, and traffic control systems.

Also reserving an easement for existing non-City owned utilities systems located within the above described parcel, including the right to add to, remove, repair or replace such utility systems and the right of ingress and egress thereto for such maintenance purposes.

For: Parcel "C" (Portion of alley right-of-way located between Casino Center and Third Street, south of Coolidge Ave)

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

APN: 139-34-499-001
OWNER: CITY OF LAS VEGAS
TYPE DOC: QuitClaim - Parcel "C"
LOCATION: Portion of alley right-of-way located between Casino Center and Third Street, south of Coolidge Ave

Witness _____ hand(s) _____ this 10th day of May, 2006

CITY OF LAS VEGAS
a Municipal Corporation

BY _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Robert S. Sylvain 5-10-06
Date

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

On 5/10/2006 (date) before me the undersigned, a Notary Public, _____
Oscar B. Goodman (person(s) appearing before notary) personally known (or proven) to me to be the person whose name is subscribed to the above instrument who acknowledged that __ he __ executed the instrument.

BEVERLY K. BRIDGES
Notary Public State of Nevada
No. 93-4081-1
My appt. exp. July 25, 2009

_____
NOTARY PUBLIC in and for said County and State

DUE TO CLARK COUNTY RECORDING STANDARDS, PLEASE DO NOT WRITE, TYPE AND/OR STAMP WITHIN THE 1" BORDER OF THIS DOCUMENT

STATE OF NEVADA
DECLARATION OF VALUE

RE-RECORDED

1. **Assessor Parcel Number(s)**
   a) 139-34-499-001
   b) Parcels A, B, C
   c)
   d)

FOR RECORDER'S OPTIONAL USE ONLY
Book: Page:
Date of Recording:
Notes:

2. **Type of Property:**
   a) x Vacant Land b) Single Fam Res
   c) Condo/Twnhse d) 2-4 Plex
   e) Apt. Bldg f) Comm'l/Ind'l
   g) Agricultural h) Mobile Home
   Other

3. **Total Value/Sales Price of Property:** $0.00 47,700
   Deed in Lieu of Foreclosure Only (value of property) ($)
   Transfer Tax Value per NRS 375.010, Section 2: $0.00 47,700
   Real Property Transfer Tax Due: $ 0.00 24480

4. **If Exemption Claimed**
   a. Transfer Tax Exemption, per NRS 375.090, Section Exempt 2
   b. Explain Reason for Exemption: ~~Government agency~~ Water NRS 268.050

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature B. Albrecht **Capacity** Agent

Signature **Capacity**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: City of Las Vegas	Print Name: Charleston - 3rd LLC
Address: 400 Stewart Ave	Address: 10557 NW 53rd St.
City/State/Zip: Las Vegas NV 89101	City/State/Zip: Sunrise, FL 33351

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

LAWYERS TITLE OF NEVADA, INC.
8345 W. Sunset Road
Las Vegas, NV 89113

Escrow #: 1904837-190-BA3
Escrow Officer: Brenda Albrecht

AN ADDITIONAL RECORDING FEE OF $1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

cont.

17AB

STATE OF NEVADA
DECLARATION OF VALUE

1. **Assessor Parcel Number(s):**
   a) 139-34-499-001
   b) PARCELS A, B, C
   c) _____
   d) _____

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument# _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. **Type of Property:**
   a) ☑ Vacant Land b) ☐ Single Family Residence
   c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
   e) ☐ Apartment Building f) ☐ Commercial/Industrial
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. **Total Value/Sales Price of Property:** $_____
   Deed in Lieu of Foreclosure Only (value of property) $_____
   Transfer Tax Value: $_____
   Real Property Transfer Tax Due: $_____

4. **If Exemption Claimed:**
   a) Transfer Tax Exemption, per NRS 375.090, Section: 3
   b) Explain Reason for Exemption: RE-RECORD 20060623-740 TO CORRECT LEGAL DESCRIPTION, GRANTEE NAME + RETURN ADDRESS

5. **Partial Interest:** Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** Grantor
Signature _____ **Capacity** _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: CITY OF LAS VEGAS	Print Name: CHARLESTON - 3RD, LLC
Address: 400 STEWART ST	Address: 10557 NW 53RD ST.
City: LAS VEGAS	City: SUNSHINE
State: NV Zip: 89101	State: FL Zip: 33351

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Lawyers Title of Nevada, Inc.
1210 S. Valley View Blvd.
Las Vegas, Nevada 89102

Escrow No. 1904837
~~Escrow Officer~~: _____, TO

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

May 8, 2006
S. Bazar / D. Layton

Exhibit 'A'

Explanation

This legal describes a portion of an alleyway being vacated, generally located between Casino Center Boulevard and Third Street, north of Charleston Boulevard and southwest of Coolidge Avenue.

Legal Description

A portion of the alleyway of Block 14 as shown in that certain Final Map entitled "South Addition to the City of Las Vegas", recorded in Book 1, Page 51 of Plats on file at the Clark County, Nevada Recorder's Office, lying within the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Charleston Boulevard and Third Street; thence along the centerline of said Charleston Boulevard, South 89°57'00" West, 204.86 feet; thence departing said centerline North 00°03'00" West, 40.00 feet to the southwest corner of said alleyway; thence along the westerly line of said alleyway, North 27°40'46" East, 184.33 feet to the northeasterly corner of Lot 9 as shown in said Plat; thence departing the westerly line of said alleyway, South 62°18'22" East, 10.00 feet to the **Point of Beginning**; thence continuing South 62°18'22" East, 10.00 feet to the easterly line of said alleyway and the northwesterly corner of Lot 24 of said Plat; thence along the easterly line of said alleyway, South 27°40'46" West, 80.20 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 445.00 feet, from which beginning the radius bears South 82°38'54" West; thence departing said easterly alleyway line, along said curve, through a central angle of 02°11'03", an arc length of 16.96 feet to a point of non-tangency, to which a radial line bears North 80°27'51" East; thence North 27°40'46" East, 66.50 feet to the **Point of Beginning**.

Contains 733 square feet, more or less.

Basis of Bearing

South 89°57'00" West, being the bearing of the centerline of Charleston Boulevard as shown in Book 1, Page 52 of Plats 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.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829

PROFESSIONAL LAND SURVEYOR
DENNIS W. LAYTON
EXP. 12/31/06
STATE OF NEVADA
No. 11829

5/08/06

Horizon Surveys
9901 Covington Cross Dr. • Suite 190 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT "A"

PARCEL C

That portion of the North-South Alley lying within Block Fourteen (14) of "SOUTH ADDITION TO THE CITY OF LAS VEGAS," as shown by map thereof on file in Book 1, Page 51 of Plats in the Clark County Recorder's Office, Clark County, Nevada, being further described as lying within the Southwest Quarter (SW ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada.

BEGINNING at the Northwest Corner (NW Cor.) of Lot Twenty-Four (24) in Block Fourteen (14) of said "SOUTH ADDITION TO THE CITY OF LAS VEGAS";
Thence South 27°54'31" West along the Westerly line of Lot Twenty-Four (24), Lot Twenty-Three (23) and Lot Twenty-Two (22) in said Block Fourteen (14), a distance of 80.56 feet to a point on a non-tangent curve concave Southwesterly, a radial line to said point bears North 82°52'39" East;
Thence curving to the left along the arc of a 445.00 foot radius curve, through a central angle of 02°11'03", an arc length of 16.96 feet to a point on the centerline of said North-South Alley, a radial line to said point bears North 80°41'36" East;
Thence North 27°54'31" East along said centerline, 66.86 feet;
Thence South 62°05'29" East, 10.00 feet to the Point of Beginning.

Reference is hereby made to "Amended Record of Survey for Charleston 3rd, LLC" on file and of record in File 160, Page 25 of the Clark County, Nevada, Recorder's Office.

20060623-0000745

Fee: $33.00
N/C Fee: $0.00

06/23/2006 08:59:39
T20060111617
Requestor:
LAWYERS TITLE OF NEVADA

Frances Deane RMS
Clark County Recorder Pgs: 20

Assessor Parcel No(s):
139-34-410-091

~~RECORDATION~~
~~REQUESTED~~ BY:
Irwin Union Bank
and Trust Company
Las Vegas
401 North Buffalo,
Suite 200
Las Vegas, NV
89145

WHEN RECORDED MAIL
TO:
Irwin Union Bank
and Trust Company
Las Vegas
401 North Buffalo,
Suite 200
Las Vegas, NV
89145

FOR RECORDER'S USE ONLY

0313-0000000702056049L

DEED OF TRUST

THIS DEED OF TRUST is dated June 5, 2006, among Charleston-3rd, LLC, whose address is 10557 N. W. 53rd Street, Sunrise, FL 33351 ("Grantor"); Irwin Union Bank and Trust Company, whose address is Las Vegas, 401 North Buffalo, Suite 200, Las Vegas, NV 89145 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Land America Lawyers Title, whose address is 1210 S. Valley View Boulevard, Las Vegas, NV 89102 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters,

(the "Real Property") located in Clark County, State of Nevada:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1026 South Third Street, Las Vegas, NV 89101.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate $16,998,750.00.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GOVERNED IN PART BY NRS 106.300 TO 106.400 AND THEREFORE SECURES FUTURE ADVANCES MADE BY LENDER WHICH ARE EITHER OPTIONAL OR OBLIGATORY. THE MAXIMUM AMOUNT OF ADVANCES SECURED BY THIS DEED OF TRUST IS STATED BELOW UNDER THE DEFINITION OF NOTE, WHICH MAXIMUM MAY INCREASE OR DECREASE FROM TIME TO TIME BY AMENDMENT OF THE NOTE. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the

creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. For Covenant 4, upon default, including failure to pay upon final maturity, the interest rate on the Note shall be increased by adding a 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law. The percent of counsel fees under Covenant No. 7 shall be ten percent(10%). Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and

ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nevada law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are

a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially

affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action

and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation. Grantor waives any legal or equitable interest in the net proceeds and any right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled to apply the award in accordance with this paragraph without demonstrating that its security has been impaired.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property.

In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default on Subordinate Indebtedness. Default by Grantor under any subordinate obligation or instrument securing any subordinate obligation or commencement of any suit or other action to foreclose any subordinate lien on the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property, and, whether or not Lender takes possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is

sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Notices given by Lender or Trustee under the real property foreclosure proceedings shall be deemed reasonable. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue unimpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses are secured by this Deed of Trust and are recoverable from the Property.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall

have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Clark County, State of Nevada. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

SINGLE ACTION WAIVER. To the fullest extent permitted by applicable law, Guarantors waive the right by statute or otherwise to require Beneficiary to institute suit against Borrower or to exhaust any rights and remedies which Beneficiary has or may have against Borrower. In this regard, Guarantors agree that they are bound to the payment of each and all Guarantied Obligations, whether now existing or hereafter accruing, as fully as if such Guarantied Obligations, were directly owing to Beneficiary by Guarantors. Guarantors further waive any defense arising by reason of any disability or other defense (other than the defense that the Guarantied Obligations shall have been fully and finally performed and indefeasibly paid) of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower in respect thereof.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nevada.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nevada as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Irwin Union Bank and Trust Company, and its successors and assigns.

Borrower. The word "Borrower" means Charleston-3rd, LLC; and Charleston/Casino Center, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Charleston-3rd, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Irwin Union Bank and Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note dated June 5, 2006, **in the original principal amount of $5,666,250.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, manufactured homes or modular homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to or used in the operation of the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Land America Lawyers Title, whose address is 1210 S. Valley View Boulevard, Las Vegas, NV 89102 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

CHARLESTON-3RD, LLC

By: _____
Leonard Edelman, Managing Member of Charleston-3rd, LLC

By: _____
Arthur Scheinholz, Managing Member of Charleston-3rd, LLC

By: _____
Allen R. Greenwald, Managing Member of Charleston-3rd, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Clark)

This instrument was acknowledged before me on June 20, 2006 by **Leonard Edelman, Managing Member; Arthur Scheinholz, Managing Member; Allen R. Greenwald, Managing Member of Charleston-3rd, LLC,** as designated agents of **Charleston-3rd, LLC.**

Lori L Fulmer Lori Fulmer
(Signature of notarial officer)

LORI L. FULMER
Notary Public
State of Nevada
APPT. No. 04-91112-1
My Appt. Expires February 10, 2008
(Seal, if any)

Notary Public in and for State of NV

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____

Date: _____ **Beneficiary:** _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.31.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - NV JACFILPL1001.FC TR-35607 PR-21

EXHIBIT "A"

Being all of Lots 23 and 24, a portion of Lot 22 and that portion of the vacated Northeasterly-Southwesterly alley all lying within Block 14 of "South Addition to the City of Las Vegas" as shown by map thereof on file in Book 1, page 51 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southwest Quarter (SW ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, being further described as follows:

BEGINNING at the Southeast corner of said Lot 22;
Thence North 89`49'15" West along South line thereof, being coincident with the North right of way line of Charleston Boulevard (with varies), 80.95 feet;
Thence curving to the right along the arc of a 30.00 foot radius curve, concave Northeasterly, through a central angle of 89`33'15", an arc length of 46.89 feet to a point of reverse curvature, through which a radial line bears South 89`44'00" West;
Thence curving to the left along the arc of a 445.00 foot radius curve, concave Westerly, through a central angle of 11`07'11", an arc length of 86.36 feet to a point on the Easterly line of Lot 11 in Block 14 of said "South Addition to the City of Las Vegas", a radial line to said points bears North 78`36'49" East;
Thence North 27`54'33" East along the Easterly lines of Lot 11, Lot 10 and Lot 9 in said Block 14, a distance of 54.18 feet to the Northeasterly corner of said Lot 9;
Thence South 62`04'37" East, 20.00 feet to the Northwesterly corner of Lot 24 in said Block 14;
Thence South 62`05'22" East along the Northerly line of said Lot 24, a distance of 139.94 feet to the North East corner of said Lot 24, being coincident with the Westerly right of way line of Third Street (80.00 feet wide);
Thence South 27`54'23" West along said Westerly right of way line, 100.61 feet to the Point of Beginning.

EXCEPTING THEREFROM a portion of the alleyway of Block 14 as shown in that certain Final Map entitled "South Addition to the City of Las Vegas", recorded in Book 1, page 51 of Plats on file at the Clark County, Nevada Recorder's Office, lying within the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

COMMENCING at the centerline intersection of Charleston Boulevard and Third Street;
Thence along the centerline of said Charleston Boulevard, South 89`57'00" West, 204.86 feet;
Thence departing said centerline North 00`03'00" West, 40.00 feet to the Southwest corner of said alleyway;

Thence along the Westerly line of said alleyway, North 27`40'46" East, 130.51 feet to the Point of Beginning;
Thence continuing along the Westerly line of said alleyway, North 27`40'46" East, 53.82 feet to the Northeasterly corner of Lot 9 as shown in said Plat;
Thence departing the Westerly line of said alleyway, South 62`18'22" East, 10.00 feet;
Thence South 27`40'46" West, 66.50 feet to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 445.00 feet, from which beginning the radius bears South 80`27'51" West;
Thence along said curve through a central angle of 02`04'47", an arc length of 16.15 feet to the Point of Beginning.

EXHIBIT "A"

PARCEL II

Being all of Lots Twenty-Three (23) and Twenty-Four (24), a portion of Lot Twenty-Two (22) and that portion of the vacated Northeasterly-Southwesterly Alley all lying within Block Fourteen (14) of "SOUTH ADDITOIN TO THE CITY OF LAS VEGAS", as shown by map thereof on file in Book 1, Page 51 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southwest Quarter (SW ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, being further described as follows:

BEGINNING at the Southeast Corner (SE Cor.) of said Lot Twenty-Two (22);
Thence North 89°49'15" West along South line thereof, being coincident with the North right-of-way line of Charleston Boulevard (width varies), 80.95 feet;
Thence curving to the right along the arc of a 30.00 foot radius curve, concave Northeasterly, through a central angle of 89°33'15", an arc length of 46.89 feet to a point of reverse curvature, through which a radial line bears South 89°44'00" West;
Thence curving to the left along the arc of a 445.00 foot radius curve, concave Westerly, through a central angle of 09°02'24", an arc length of 70.21 feet to the centerline of the alley in said Block Fourteen (14), a radial line to said points bears North 80°41'36" East;
Thence North 27°54'31" East along said centerline, 66.86 feet;
Thence South 62°05'29" East, 10.00 feet to the Northwesterly Corner of said Lot Twenty-Four (24) in said Block Fourteen (14);
Thence South 62°05'22" East along the Northerly line of said Lot Twenty-Four (24), a distance of 139.94 feet to the Northeast Corner (NE Cor.) of said Lot Twenty-Four (24), being coincident with the Westerly right-of-way line of Third Street (80.00 feet wide);
Thence South 27°54'33" West along said Westerly right-of-way line, 100.61 feet to the Point of Beginning.

Reference is hereby made to "Amended Record of Survey for Charleston 3rd, LLC" on file and of record in File 160, Page 25 of the Clark County, Nevada, Recorder's Office.

SOFI

Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-18647 APN: 139.34.410.091 AND 092

Name of Property Owner: CHARLESTON - 3RD LLC / LEN EDELMAN

Name of Applicant: JMA ARCHITECTS - CHRIS ROONEY.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: LEONARD EDELMAN

Subscribed and sworn before me

This 6 day of DECEMBER 2006

Sharon J Herman

Notary Public in and for said County and State

Notary Public State of Florida
Sharon J Herman
My Commission DD527370
Expires 05/16/2010

Hansen Sheet

Separator Sheet

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

2/7 CC.

EOT Application

Report Date 12/12/2006 12:27 PM **Submitted By**

A/P # 18647 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	12/11/2006 10:43	982786	**Temp COO**		
Approved			**COO Issued**		
Final			**Expires**		

Associated Information

Type of Work		**# Plans**	0
Dept of Commerce		**# Plans**	0
Priority	☒ **Auto Reviews**	**Bill Group**	

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

EOT-18647 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JMA ARCHITECTS - OWNER: CHARLESTON 3RD, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6111) THAT ALLOWED A 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-257), Ward 3 (Reese).

Parent A/P #
Project # 18647 **Project/Phase Name** **Phase #**
Size/Area 0.44 ACRE **Size Description** NET ACRES **Subdivision Code**
Proposed Start **Proposed Stop** **% Completed** 0.00
% Complete Formula

Property/Site Information

Parcel 13934499001

Location

Owner/Tenant

Contact ID AC879370 **Name** CHARLESTON-3RD L L C
Mailing Address 10557 NW 53RD ST **Organization** % L EDELMAN
City SUNRISE **State/Province** FL
ZIP/PC 33351-8030 **Country** ☐ **Foreign**
Day Phone (954)741-4531 x **Evening Phone**
Fax (954)741-4584 **Mobile #**

Linked Addresses

No Addresses are linked to this Application

A/P Linked Addresses

No Addresses are linked to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13934499001

Applicants/Contacts

Applicants/Contacts

Primary N **Capacity** APPL **Contact ID** AC907493 ☐ **Foreign**
Effective **Expire**
Name ARTHUR MARSHALL
Day Phone **Eve Phone** **Organization**
Pager **PIN #** **Position**
Fax **Mobile** **Profession**
E-Mail
Address 6120 W. TROPICANA AVE
A-16
LAS VEGAS, 89103
Seasonal Addr

Valid From **To**
Comments
No Comments

Primary Y **Capacity** OWNER **Contact ID** AC879370 ☐ **Foreign**
Effective **Expire**
Name CHARLESTON-3RD L L C
Day Phone (954)741-4531 x **Eve Phone** **Organization** % L EDELMAN
Pager **PIN #** **Position**
Fax (954)741-4584 **Mobile** **Profession**
E-Mail
Address 10557 NW 53RD ST
SUNRISE, FL 33351-8030
Seasonal Addr

Valid From **To**
Comments
No Comments

Primary Y **Capacity** APPL **Contact ID** AC866616 ☐ **Foreign**
Effective **Expire**
Name JMA ARCHITECTURE STUDIO
Day Phone (702)731-2033 x **Eve Phone** **Organization**
Pager **PIN #** **Position**
Fax (702)731-2039 **Mobile** **Profession**
E-Mail
Address 10150 COVINGTON CROSS DR
LAS VEGAS, NV 89144
Seasonal Addr

Valid From **To**
Comments
No Comments

Contractors

No Contractors

Activity Review Details

Detail SUBMITTAL CHECKLIST (EOT) **Modified By** DDONLEY **Modified Date/Time** 12/11/2006 10:37
Comments
No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

- Y **Application/Petition Form**
- N **Justificaton Letter**
- Y **Laser Print Site Plan**
- Y **Laser Print Floor Plan**
- Y **Laser Print Elevation**
- Y **Statement of Financial Interest**
- Y **Copy of Approval Letter**

EXTENSION OF TIME

Y **Will this go to the City Council?**

Y **Will this go DIRECTLY to City Council?**

Final City Council letter received

Annotated minutes received

Parent Application Type SDR

Parent Project # 6111

Hearing Type

Public, Non-Public or Admin? NON-PUBLIC

Meeting Information

Meeting Grid Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified by	Modified Date	YES Votes	NO Votes	ABSTENTIONS
02/07/2007	CC	SCHEDULED		0	0	0
DDONLEY	12/11/2006					

Template Type	A/P #	A/P Type	Status	Stage
No children exist for this project				

Employee Employee ID	Last	First	MI	Comments
No Employee Entries				

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT Charleston -3rd llc ck 1265 / Chris Rooney / 760-535-1491	CK NAME,# WHO PICKED UP PERMIT	983657	12/11/2006 10:48		0.00

Log Action	Description	Entered By	Start	Stop	Hours	Comments
Z-SUBC	REASON ALL ITEMS NOT SUBMITTED		12/11/2006 10:39		0.00	ok to accept w/o justification per Finn

Final DRT

Separator Sheet

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM

Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 phone (702) 385-7268 fax

EOT-18647 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JMA ARCHITECTS - OWNER: CHARLESTON 3RD, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-6111) THAT ALLOWED A 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-257), Ward 3 (Reese).

****NOTE: THIS IS A DIRECT TO COUNCIL ITEM - COMMENTS ARE DUE WITHIN APPROXIMATELY ONE WEEK***

CITY COUNCIL MEETING: **FEBRUARY 7, 2007**
PUBLIC HEARING: **NO**

CASE PLANNER: **PETER LOWENSTEIN**

*Comments Due: JANUARY 16, 2007**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to CAROLE COMBS ***(ccombs@lasvegasnevada.gov)****, the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.*

LIST COMMENTS BELOW:

Route Form

Separator Sheet

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM
REQUEST FOR COMMENT

FROM: PLANNING AND DEVELOPMENT	EOT-18647

HAND DELIVERED

*DEVELOPMENT COORDINATION **(DPW)**	GARY REID	DSC
FIRE ENGINEERING	OZZIE MIRKHAH	DSC
*FLOOD CONTROL **(DPW)**	RAUL CRUZ	DSC
*LAND DEVELOPMENT **(DPW)**	JEFF GALAMBAS	DSC
PERMITS/ INSPECTIONS	ROD CLARK	DSC
*RIGHT-OF-WAY **(DPW)**	CAROLYN CAVINESS	DSC
*SANITARY SEWERS **(DPW)**	TIM PARKS	DSC
*TRAFFIC ENGINEERING **(DPW)**	RICK SCHROEDER	DSC

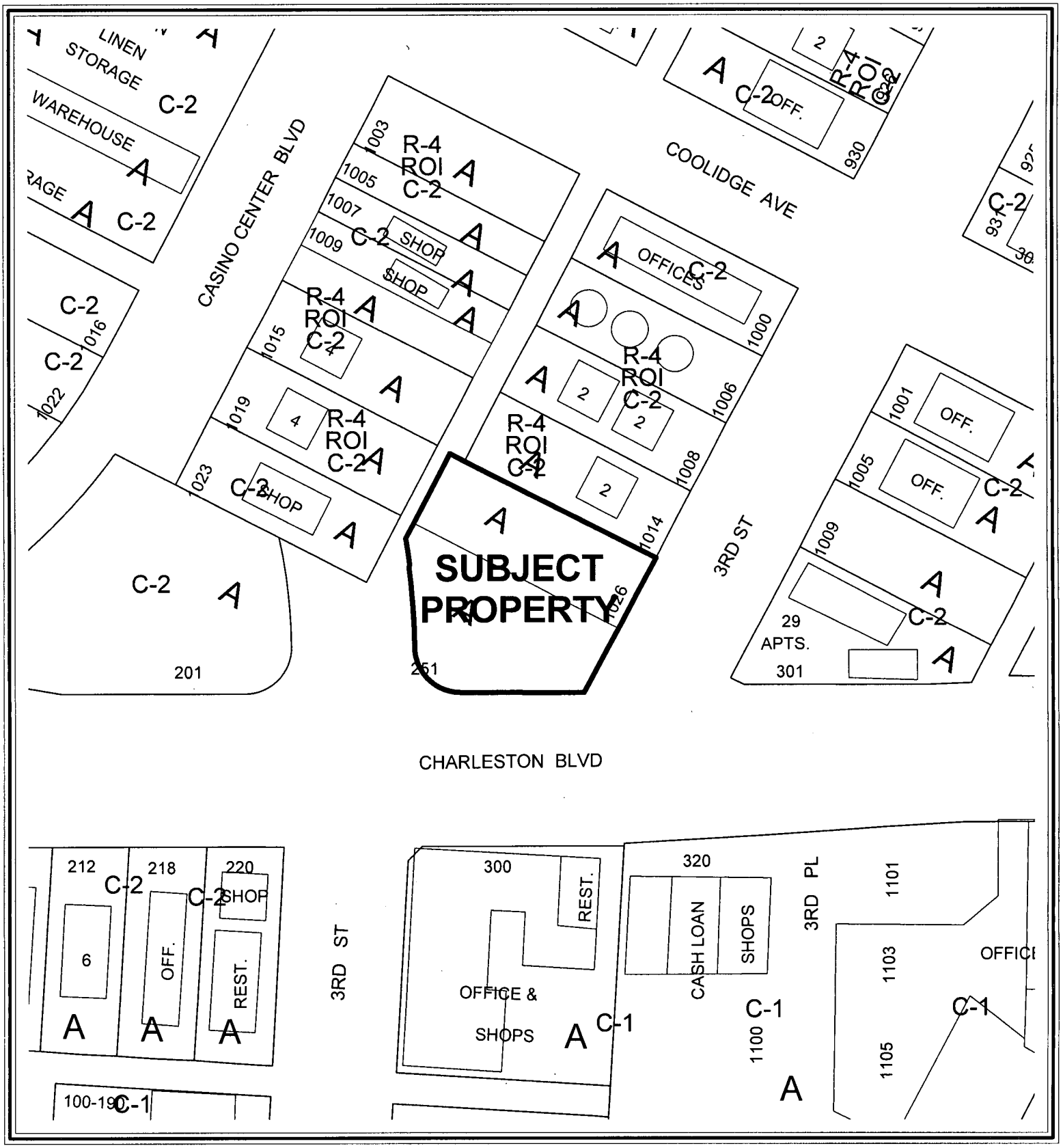
SENT VIA COURIER/ US MAIL OR INTER-OFFICE MAIL

<CCSD>	GUY CORRADO	4212 EUCALYPTUS ANNEX
METRO	SGT. ROBERT ROSHACK	7th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	DAVID BRATCHER	2nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2nd FLOOR CITY HALL
*TEFO **(DPW)**	TOM WILKING	3104 BONANZA ROAD
*STREETS & SANITATION **(DPW)**	JERRY WALKER	2900 RONEMUS
*PARKS & OPEN SPACES **(DPW)**	JOHN BLACK	2900 RONEMUS
*SID **(DPW)**	T. McDANIEL	4th FLOOR CITY HALL
*SURVEY **(DPW)**	ALAN RIEKKI	WEST YARD
<EMBARQ> **(SDPR only)**	SANDRA HOLLEY	330 VALLEY VIEW BOULEVARD
LAS VEGAS VALLEY WATER DISTRICT **(NO PLANS)**	DOA J. MEADE, ENGINEERING DESIGN DIVISION	1001 S. VALLEY VIEW BLVD.

**** ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO GARY REID, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT*** ***< US MAIL DELIVERY>***

Public Hearing Notice

Separator Sheet



0 100 200 Feet

CASE: EOT-18647

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

Applicant Letter

Separator Sheet

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov

January 26, 2007

Mr. Len Edelman
Charleston-3rd, LLC
10557 N.W. 53rd Street
Sunrise, Florida 33351

RE: EOT-18647 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW

Dear Applicant:

Please be advised your request, as referred to above, will be considered by the City Council at its regular meeting on ***February 7, 2007***. This meeting will be held at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations and any conditions related to your application may be obtained prior to the meeting from the Planning and Development Department, Current Planning Division, at the Development Services Center, 731 South Fourth Street, or you may obtain this information by calling 229-6301.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

M. Margo Wheeler, AICP
Director, Planning and Development Department

MW:cc

cc: Mr. Chris Rooney
JMA Architects
919 4th Avenue, Suite #200
San Diego, California 92101

Mr. Greg Borgel
300 South 4th Street
Las Vegas, Nevada 89101

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

City Manager
Douglas A. Selby

City Council Action Letter

Separator Sheet

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

February 8, 2007

Mr. Len Edelman
Charleston 3rd, LLC
10557 N.W. 53rd Street
Sunrise, Florida 33351

RE: EOT-18647 – EXTENSION OF TIME – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 7, 2007

Dear Mr. Edelman:

The City Council at a regular meeting held February 7, 2007 APPROVED the request for an Extension of Time of an approved Site Development Plan Review (SDR-6111) THAT ALLOWED A 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-257). The Notice of Final Action was filed with the Las Vegas City Clerk on February 8, 2007. This approval is subject to:

Planning and Development

1. This Extension of Time will expire on May 04, 2009 unless another Extension of Time is approved by the City Council.

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-6111) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Chris Rooney
JMA Architects
919 4th Avenue, Suite #200
San Diego, California 92101

Mr. Greg Borgel
300 South 4th Street
Las Vegas, Nevada 89101

jma

elevated architecture

December 13, 2006

City of Las Vegas
Development Services Center
731 S. 4th Street
Las Vegas, NV 89101

Attn: Planning Staff

Re: Evolution I
JMA No. 200401329
Extension of Time (#EOT-18647)
Application Number: **#SDR-6111**

Apn: 139-34-410-091 and 092

Dear Sir or Madam:

We respectfully request an extension of time for application #SDR-6111 which will expire in May of 2007. We are requesting a two year extension from time of expiration due to the realignment of Casino Center Drive. We are continually working with your various departments in coordinating these changes.

If you should have any questions regarding this request, please do not hesitate to call our office.
Thank you.

Sincerely,

Cherie L. Guzman
Senior Designer/Entitlements Coordinator

Cc: Flinn Fagg, AICP City of Las Vegas
Daniel Donley, City of Las Vegas
Len Edelman, Property Owner
Greg Borgel, Representative
Chris Rooney, JMA

EOT-18647
02-07-07 CC

10150 Covington Cross Drive Las Vegas NV 89144 702.731.2033 t 702.731.2039 f www.jmaarch.com

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

May 5, 2005

Marshall Arthur & Jayn Family Trust
6120 West Tropicana Avenue, Suite A16-20
Las Vegas, Nevada 89103

RE: SDR-6111 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 4, 2005

Dear Mr. Hearrean:

The City Council at a regular meeting held May 4, 2005 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-091 and 092), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 5, 2005. This approval is subject to:

Planning and Development

1. This Site Development Plan Review shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

2. All development shall be in conformance with the site plan and building elevations, date stamped 04/01/05, except as amended by conditions herein.

3. The Waiver from the Downtown Centennial Plan building stepback requirement is hereby approved, based on the proposed façade articulation and massing of the building.

4. The Waiver from the Downtown Centennial Plan build-to line requirement is hereby approved, based on the provision of an arcade and additional area for a public sidewalk.

5. The Waiver from the Downtown Centennial Plan streetscape requirement for 11-foot wide sidewalks and a five-foot amenity zone is hereby approved, due to the constraints of the public rights-of-way. All other streetscape elements shall conform to the Downtown Centennial Plan requirements, and shall match the Fourth Street improvements installed by the City of Las Vegas.

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LAS VEGAS, NEVADA 89101

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18112-001-1-05
CLV 7009

EOT-18647
02-07-07 CC

6. Palm trees shall be installed in the Third Street and Casino Center Boulevard rights-of-way at a maximum spacing of 35 feet on center.

7. The amenity zone along Charleston Boulevard shall be replaced with a sidewalk due to the constrained width of the right-of-way, and conforming tree grates shall be installed at the base of the shade trees.

8. The required landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for legal action by the City of Las Vegas.

9. The applicant shall provide and install standard Fourth Street style fixtures in place of existing fixtures in accordance with Subsection DS3.1.k of the Downtown Centennial Plan. Exact specifications, shop drawings, and standard suppliers can be obtained from the City of Las Vegas Engineering Design Superintendent, Department of Public Works, 229-6272.

10. All aerial encroachments are subject to the review and approval of the Public Works Department.

11. All mechanical equipment, air conditioners and trash areas shall be fully screened from street level and surrounding building views in accordance with Subsection DS5.1.j of the Downtown Centennial Plan. Service areas shall be screened from pedestrian or street view, utilizing landscaping and/or architectural elements that are consistent with the design and materials of the primary building.

12. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

13. Any new utility or power service line provided to the parcel shall be placed underground from the property line to the point of on-site connection or on-site service panel location, in accordance with Subsection DS2.1.f of the Downtown Centennial Plan.

14. Sign and record a Covenant Running with Land agreement for the possible future installation and/or relocation of half-street improvements in accordance with Downtown Centennial Standards for all improvements not required to be constructed at this time as a result of the requested Waiver. Such Covenant Running with Land agreement shall record prior to the issuance of any permits (or the recordation of a Final Map for this site).

EOT-18647
02-07-07 CC

15. Signage for the development shall be permitted in conformance to the Arts District requirements of Downtown Centennial Plan.

16. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

17. Dedicate a 10 foot radius on the northwest corner of Third Street and Charleston Boulevard prior to the issuance of any permits.

18. Coordinate with the City Engineer's Division to continue to refine the Casino Center realignment and the integration of this site therein, including issues related to right-of-way acquisition or relinquishment, prior to the recordation of a Final Map for this site.

19. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

20. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site.

21. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located within the public rights-of-way adjacent to this site prior to occupancy of this site. Additionally, obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site prior to the issuance of any permits.

22. Public sewer for this site shall connect to the 18-inch line located in Charleston Boulevard. Coordinate with the Collection System Planning Section of the Department of Public Works to determine connection requirements prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

23. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of map subdividing this site, whichever may occur first. Provide and improve all drainageways as recommended.

24. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning

25. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this site prior to submittal of any construction drawings.

26. Meet with the Clark County School District to discuss the impact this site plan has on the District's schools, and to identify possible methods to mitigate the impacts.

27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

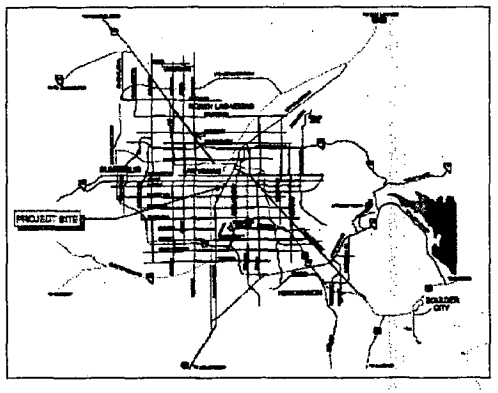
Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

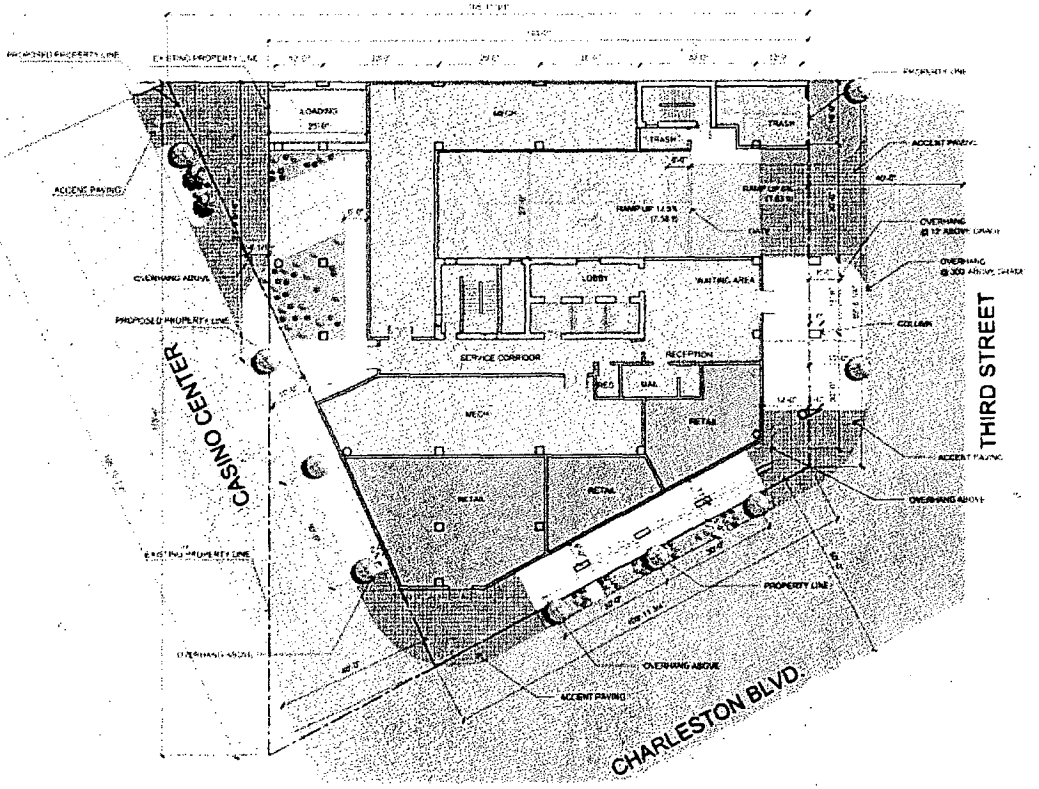
cc: See Attached List

EOT-18647
02-07-07 CC

Plans (PMT)

Separator Sheet





LANDSCAPING DATA

LANDSCAPE AREA	7,068 SF
HARDSCAPE AREA	5,404 SF
TOTAL LANDSCAPE AREA	7,404 SF
LANDSCAPE COVERAGE	23.7%

PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM	25FT
	LIVISTONA MARIAEORIENSIS FRINGE PALM	5 GAL (14 FT. B SPREAD
	CAESALPINIA GILLIESII YELLOW BIRD OF PARADISE	5 GAL
	FATSIA JAPONICA JAPANESE ARALIA	5 GAL

SITE ZONING

PARCEL #	139-34-410-001 139-34-410-002
JURISDICTION	CITY OF LAS VEGAS

SITE DATA:

SITE AREA GROSS	0.79 ACRES
SITE AREA NET	0.40 ACRES
CURRENT ZONING	C-2 (GENERAL COMMERCIAL)
PROPOSED ZONING	C-2
BUILDING COVERAGE	81%
F.A.R.	1.129 %
UNITS	159 UNITS
DENSITY	201

BUILDING AREAS:

1 BEDROOM RESIDENTIAL CONDOS (UNDER 1000 SF) 75 UNITS	83,100 SF
2 BEDROOM RESIDENTIAL CONDOS (OVER 1000 SF) 84 UNITS	130,700 SF
CONDO AMENITIES	4,400 SF
OFFICE / RETAIL	2,860 SF

PARKING ANALYSIS

PARKING PROVIDED:

PARKING STRUCTURE	6 LEVEL
TOTAL RESIDENTS' PARKING FOR 159 UNITS (INCLUDING 20 TANDEM PARKING)	**178 SPACES**
ON-SITE PARKING (1-ST LEVEL)	2 SPACES
TOTAL PARKING PROVIDED	**180 SPACES**
INCLUDING	
COMPACT PARKING	**111 SPACES**
HANDICAP PARKING	**6 SPACES**
ADDITIONAL PARKING	
LOADING PARKING	**1 SPACE**

SITE/GROUND/LANDSCAPE PLAN

SCALE: 1" = 40'

SITE DEVELOPMENT PLAN REVIEW

Charleston / THIRD Condominiums

City of Las Vegas
LAS VEGAS, NEVADA

EOT-18647
02-07-07 CC

JMA ARCHITECTURE STUDIOS

Project # 200401329

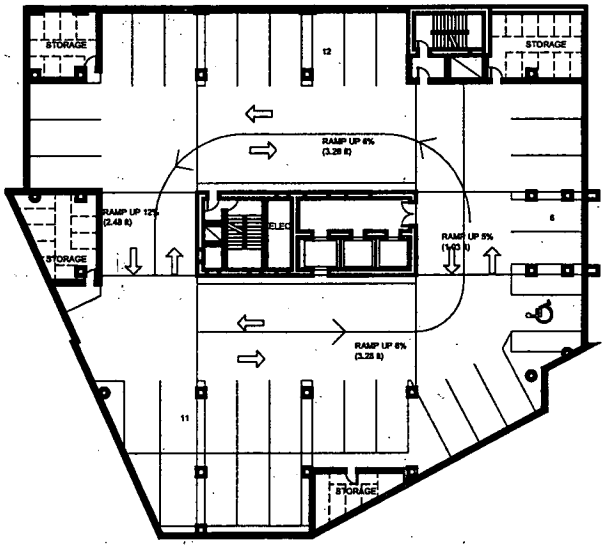
NORTH

COVINGTON CROSS DRIVE *** LAS VEGAS, NV 89118
(702) 731-2033 *** FAX (702) 731-2039 *** WWW.JMAARCH.COM

Date: APRIL 1ST, 2005

DR-01

JMA ARCHITECTURE STUDIOS



PARKING SPACE: 29 (+4 TANDEM) /LEVEL
TOTAL PARKING SPACES: 158 (+20 TANDEM)

PD02 LEVEL 02-07 FLOOR PLAN

CHARLESTON / THIRD CONDOMINIUMS

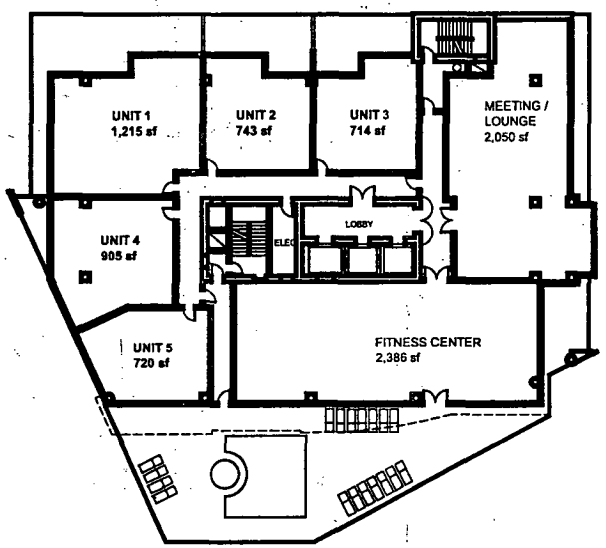
EOT-18647
02-07-07 CC

10150 COVINGTON CROSS DRIVE LAS VEGAS, NEVADA 89144
PHONE: (702) 731-2333 FAX: (702) 731-2039 WWW.JMAARCH.COM

PROJECT NO:	200401329
DATE:	03.28.2005

0 10' 20' 40'
SCALE: 1"=30'
NORTH

JMA ARCHITECTURE STUDIOS



1 BEDROOM: 4 UNITS
2 BEDROOM: 1 UNITS

TOTAL 5 UNITS

PD03 LEVEL 08 FLOOR PLAN

CHARLESTON / THIRD CONDOMINIUMS

EOT-18647
02-07-07 CC

10150 COVINGTON CROSS DRIVE LAS VEGAS, NEVADA 89144
PHONE: (702) 731-2033 FAX: (702) 731-2039 WWW.JMAARCH.COM

PROJECT NO: 200401329
DATE: 03.28.2005

0 10' 20' 40'
SCALE: 1/16"= 1'-0"

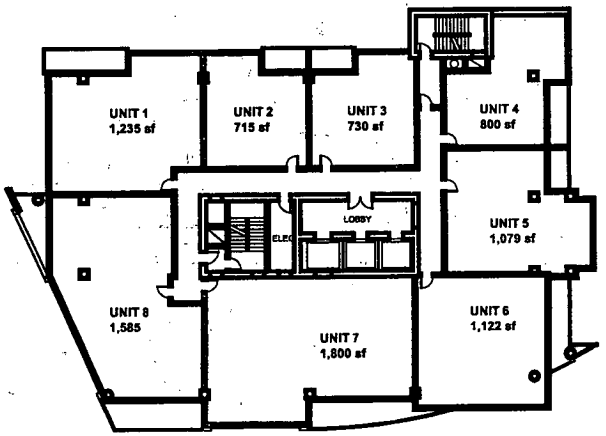
NORTH

JMA ARCHITECTURE STUDIOS

1 BEDROOM: 4 UNITS/LEVEL
2 BEDROOM: 4 UNITS/LEVEL

8 UNITS/LEVEL

TOTAL 128 UNITS



PD04 LEVEL 09-24 FLOOR PLAN

CHARLESTON / THIRD CONDOMINIUMS

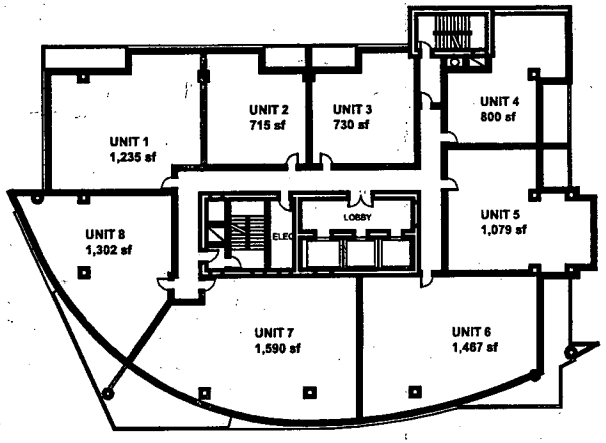
EOT-18647
02-07-07 CC

10150 COVINGTON CROSS DRIVE LAS VEGAS, NEVADA 89144
PHONE: (702) 731-2033 FAX: (702) 731-2039 WWW.JMAARCH.COM

PROJECT NO: 200401329
DATE: 03.28.2005

0 10' 20' 40'
SCALE: 1"=30'
NORTH

JMA ARCHITECTURE STUDIOS



1 BEDROOM: 4 UNITS/LEVEL
2 BEDROOM: 4 UNITS/LEVEL

TOTAL 16 UNITS

PD05 LEVEL 25-26 FLOOR PLAN

CHARLESTON / THIRD CONDOMINIUMS

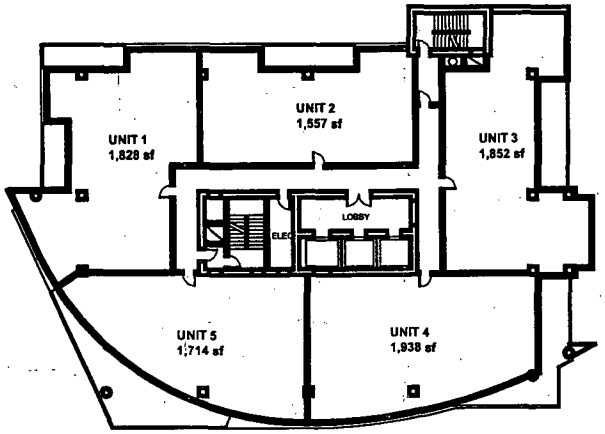
EOT-18647
02-07-07 CC

10150 COVINGTON CROSS DRIVE LAS VEGAS, NEVADA 89144
PHONE: (702) 731-2033 FAX: (702) 731-2039 WWW.JMAARCH.COM

PROJECT NO: 200401329
DATE: 03.28.2005

0 10' 20' 40'
SCALE: 1"=30'
NORTH

JMA ARCHITECTURE STUDIOS



2 BEDROOM: 5 UNITS/LEVEL

TOTAL 10 UNITS

PD06 LEVEL 27-28 FLOOR PLAN

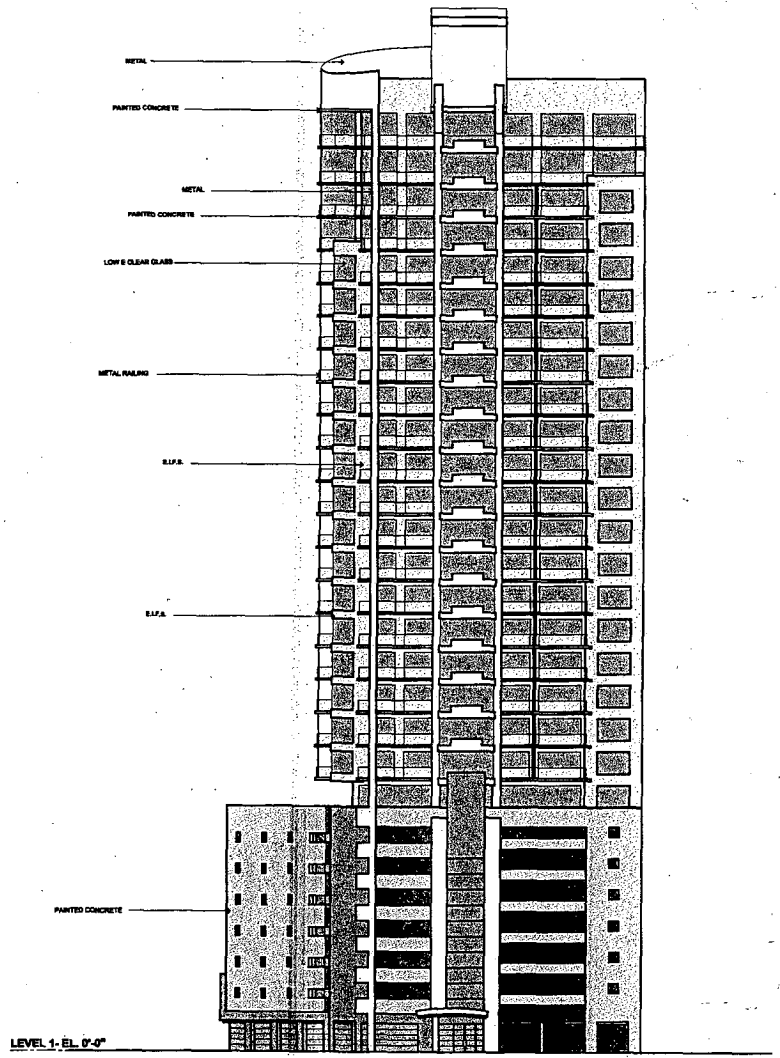
CHARLESTON / THIRD CONDOMINIUMS

EOT-18647
02-07-07 CC

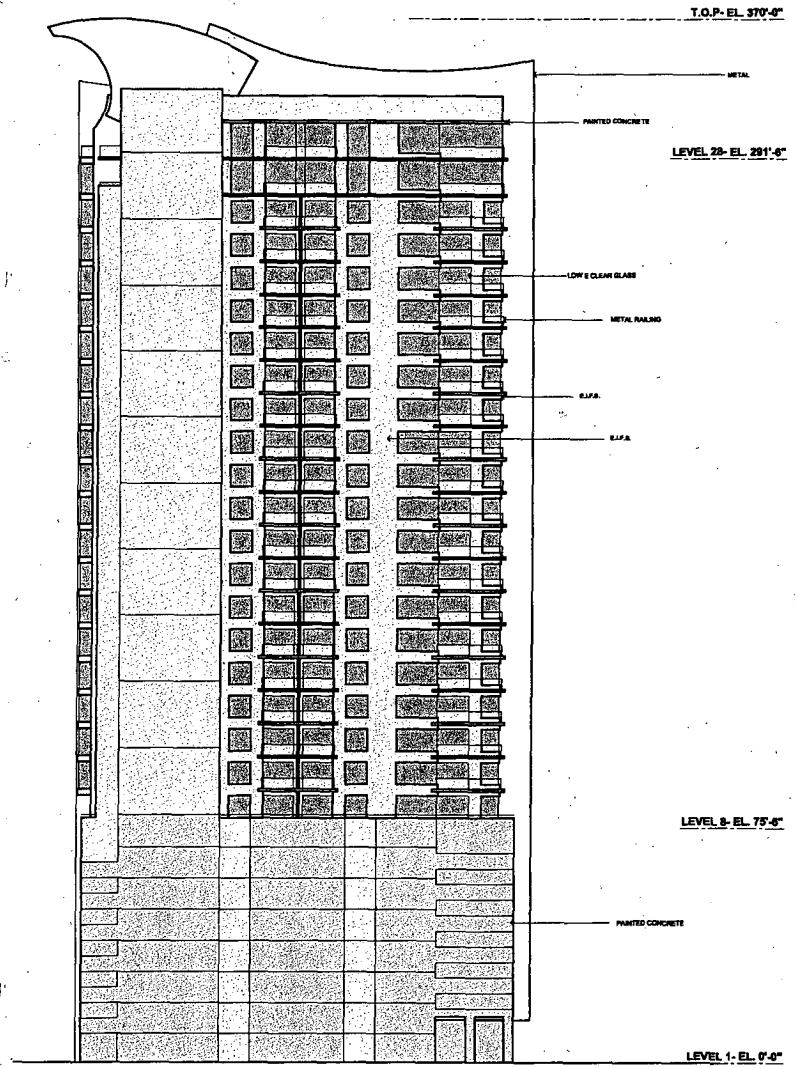
10150 COVINGTON CROSS DRIVE LAS VEGAS, NEVADA 89144
PHONE: (702) 731-2333 FAX: (702) 731-2039 WWW.JMAARCH.COM

PROJECT NO: 200401329
DATE: 03.28.2005

0 10' 20' 40'
SCALE: 1"=30'
NORTH



EAST ELEVATION



NORTH ELEVATION

SITE DEVELOPMENT PLAN REVIEW

Charleston / THIRD Condominiums

City of Las Vegas
LAS VEGAS, NEVADA

SCALE: 1" = 40'-0"

EOT-18647
02-07-07 CC

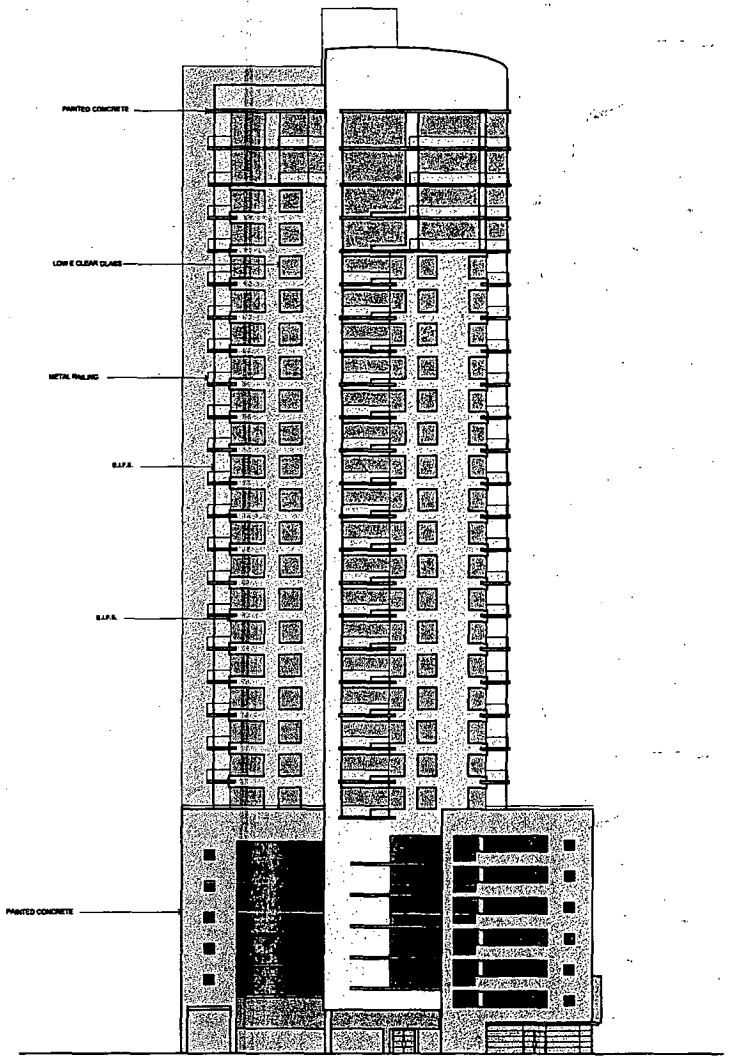
JMA ARCHITECTURE STUDIOS

Project # 200401329

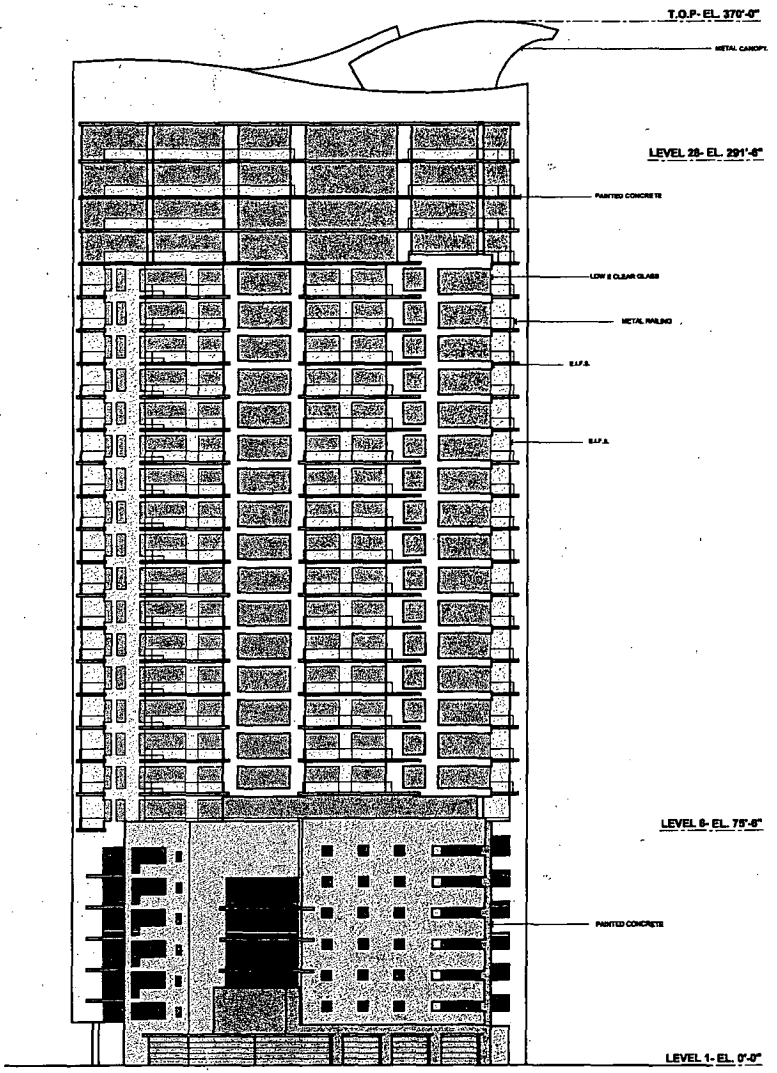
10150 COVINGTON CROSS DRIVE *** LAS VEGAS, NV 89114
PHONE: (702) 731-2033 *** FAX: (702) 731-2039 *** WWW.JMAARCH.COM

Date: APRIL 1ST, 2005

DR-08



WEST ELEVATION



SOUTH ELEVATION

SITE DEVELOPMENT PLAN REVIEW

Charleston / THIRD Condominiums

City of Las Vegas
LAS VEGAS, NEVADA

SCALE: 1" = 80'-0"

EOT-18647
02-07-07 CC

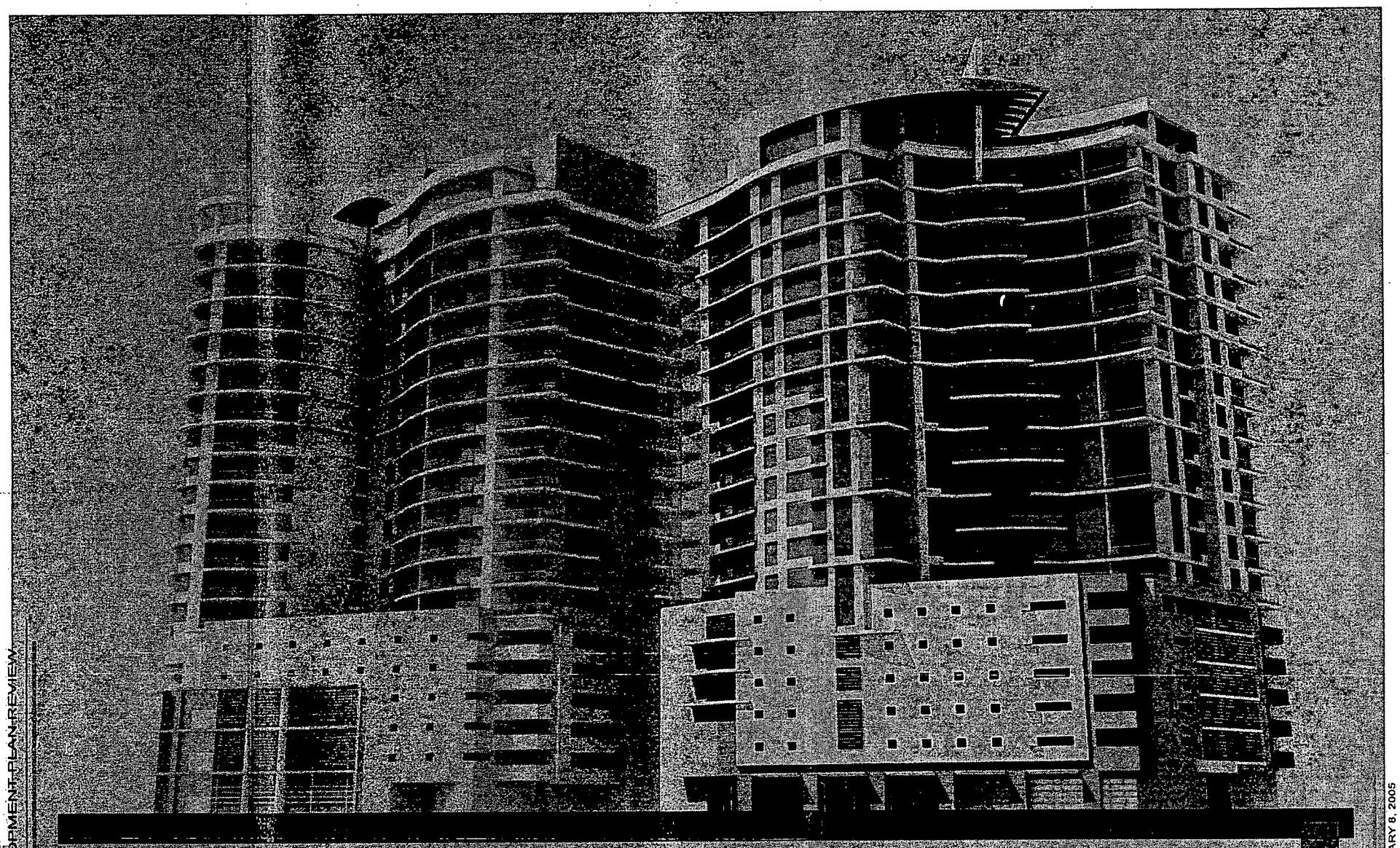
JMA ARCHITECTURE STUDIOS

Project # 200401329

10150 COVINGTON CROSS DRIVE *** LAS VEGAS, NV 89114
PHONE: (702) 731-2033 *** FAX: (702) 731-2039 *** WWW.JMAARCH.COM

Date: APRIL 1ST, 2005

DR-07



SITE DEVELOPMENT PLAN REVIEW

Charleston // Buffalo Condominiums

City of Las Vegas
LAS VEGAS, NEVADA

Project # 200401329

NORTH

10150 COVINGTON CROSS DRIVE — LAS VEGAS, NV 89144
PHONE: (702) 731-2033 — FAX: (702) 731-2039 — WWW.JMAARCH.COM

Date: FEBRUARY 8, 2005

DR-01

EOT-18647
02-07-07 CC