

Plans (Approved Site Plan)



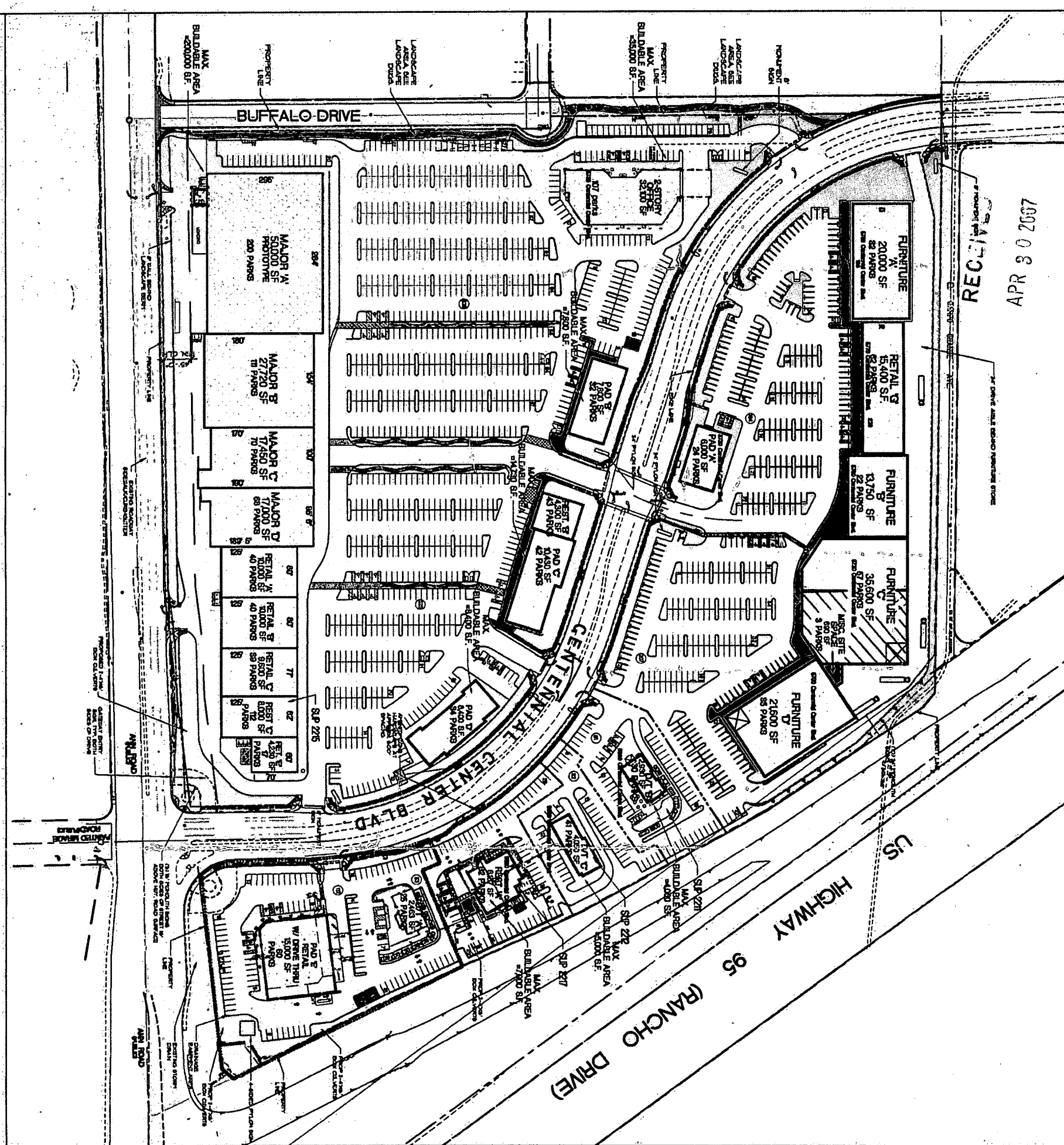
PLANS - APPROVED SITE PLAN

Separator Sheet

5/25/07
SCANNED

APR 30 2007

RECEIVED



ARCHITECTURAL DESIGN SITE PLAN

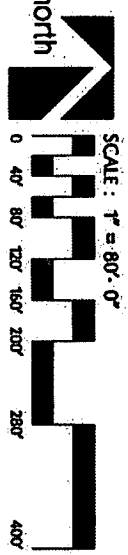
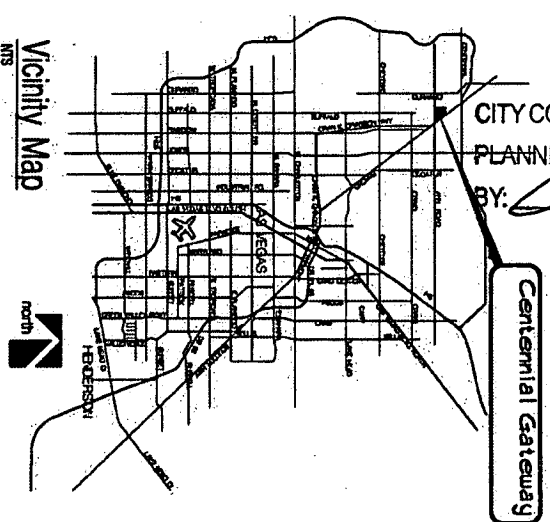
Property Information

Property Information

++1,437,480 sq Land Area
++ 33 Acres
345,670 Total Building Area
1640 Total Parking Provided
1408 Total Parking Required
4.74 Parking Ratio

	Square Footage	Ratio	Req'd Spaces
Retail			
Furniture Store	194,030	1/250	779
Sales Area (75%)	80,950	1/500	149
Storage (25%)		1/2500	
Office			
Customer Area (65%)	32,100	1/300	107
All Other (35%)	18,457	1/50	274
Restaurant			
Drive-Thru	9,443	1/200	96
Misc. Site Space	690	1/250	3
Total Parking Required			1408

APPROVED
CITY COUNCIL DATE: 7/11/07
PLANNING COMMISSION DATE: 6/11/07
BY: [Signature]
PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS



THIS PLAN HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE SURVEY. IT IS CONCEPTUAL IN NATURE AND NOT A COMPLETE SURVEY. IT IS CONCEPTUAL IN NATURE AND NO GUARANTEE OF ITS ACCURACY IS IMPLIED. PRELIMINARY - NOT FOR CONSTRUCTION



3380 Howard Hughes Pkwy.
Suite 450
Las Vegas, Nevada 89109
702-432-6500
702-432-6514 fax
www.parkandride.com
Corporate Office
Long Beach, CA
Regional Offices
Newport Beach, CA
Washington, DC
Las Vegas, NV

Parkowitz, Ruth
ARCHITECTS
Centennial Gateway • NYC Ann Road & US-95 (Rancho Drive)
LAS VEGAS,
NEVADA

Revisions	
04/21/06	
08/25/05	
08/01/05	
04/24/06	08/28/05

Date: 05/01/06
Drawn By: Team
Checked By: DLR
Project No: 01-034-12
File Name: PARKING-SS-10g
Scale: 1" = 80'

UPDATED 05/22/06

SITE PLAN

SP-32

SCANNED

5/25/07

RECEIVED
MAY 25 2007
BY _____
FOR _____
OFFICE OF THE _____

Plans (PMT)



Separator Sheet

APN Map



Separator Sheet

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

MAP LEGEND

- PARCEL BOUNDARY
- SUBD BOUNDARY
- ROAD EASEMENT
- PM/LD BOUNDARY
- NON-PARCEL LOT LINE
- MATCH LINE / LEADER LINE
- ROAD ID NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

AVERAGE OA VALUE: 35

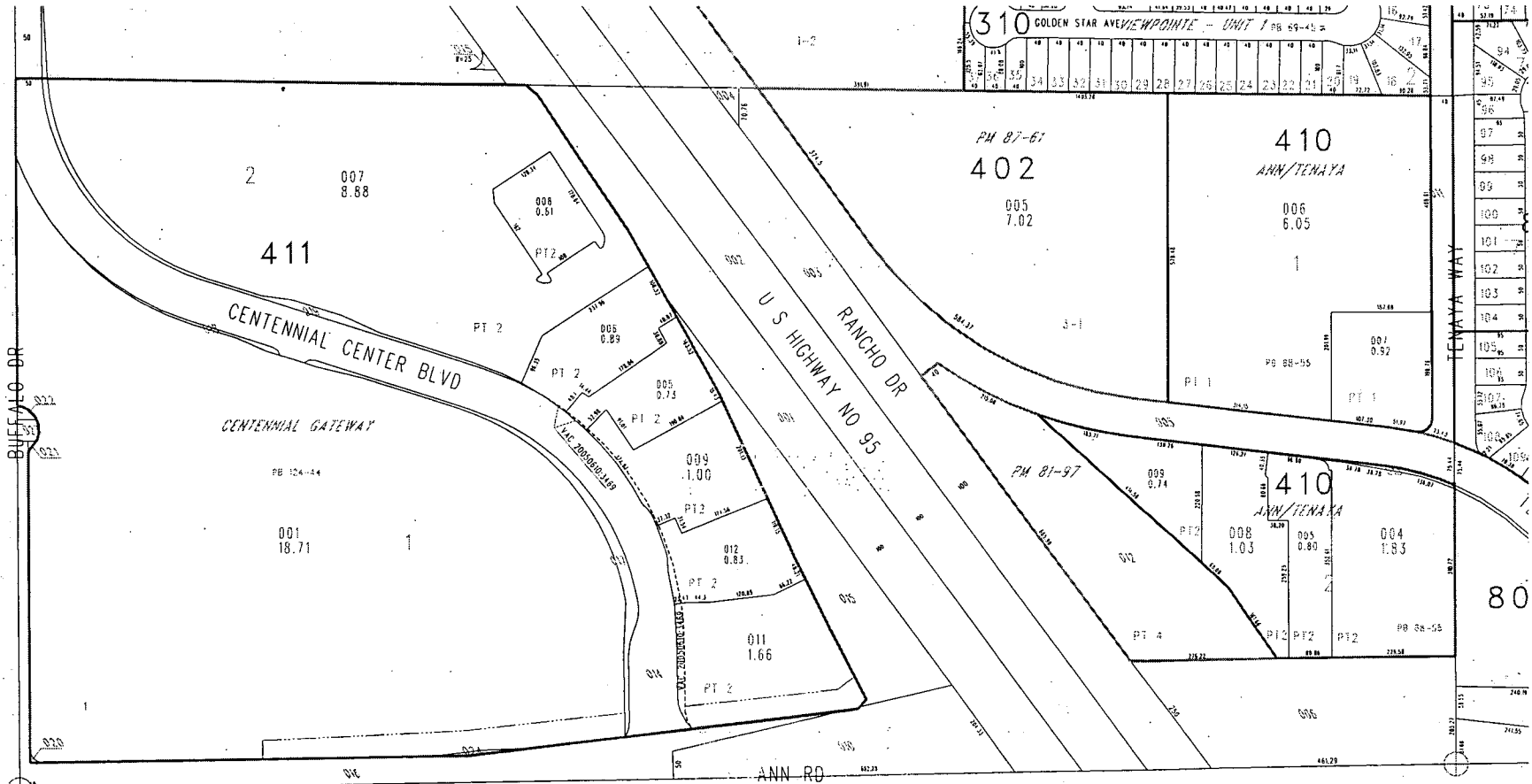
PARCEL NUMBER: 001
ACREAGE: 1.00
PARCEL SUB/SEQ NUMBER: 202
PLAT RECORDING NUMBER: PB 25-49
BLOCK NUMBER: 5
LOT NUMBER: 5
GOV. LOT NUMBER: 005

T19S R60E

SEC 27

S 2 SW 4

125-27-4



RECEIVED

APR 30 2007

SUP-21645
06/14/07 PC

TAX DIST 200

City Council Action Letter



Separator Sheet



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

July 13, 2007

Terry Molina
Centenal Gateway, LLC
7448 West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-21645 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 11, 2007

Dear Applicant:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Special Use Permit TO ALLOW SECONDHAND SALES WITHIN AN EXISTING COMMERCIAL CENTER at 5720 Centennial Center Boulevard, Suite 120 (APN 125-27-411-007), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.
3. The Secondhand Dealer operation shall be implemented in accordance to the following conditions as stipulated in Section B.2 of the Town Center Development Standards Manual:
 - a. The use may be operated for consignment sales only.
 - b. This approval is limited to the sale of furniture and accessories, fixtures, tableware, pictures, paintings and fine jewelry.
 - c. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.
 - d. No outdoor displays, sales or storage of merchandise shall be permitted.

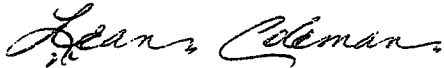
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Terry Molina
SUP-21645 – Page Two
July 13, 2007

- e. Hours of operation shall be limited to between 8:00 a.m. and 10:00 p.m. unless otherwise specified by City Council.
- f. The use shall comply with the applicable requirements of LVMC Title 6.

Sincerely,



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

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

Mr. Johnny Crowell
Home Consignment Center
319 Diablo Street, Suite #218
Danville, California 94526

Ms. Tabitha Keetch
Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, Seventh Floor
Las Vegas, Nevada 89169

City Council Proof of Publication



Separator Sheet

Las Vegas, Nevada

JUNE 25, 2007

TO: LAS VEGAS REVIEW JOURNAL

FROM: CITY CLERK

SUBJECT: PUBLICATION OF NOTICE OF PUBLIC HEARINGS – SPECIAL USE PERMITS
AND REQUIRED REVIEWS:

SUP-20471, SUP-20486, SUP-20497, SUP-20498, SUP-20499, SUP-20740,
SUP-21037, SUP-21419, SUP-21500, SUP-21645, SUP-21646, SUP-21649,
SUP-21656, SUP-22298, RQR-21567 and RQR-21572

Please publish the attached LEGAL NOTICE

ON THE FOLLOWING DATE: FRIDAY, JUNE 29, 2007 (One time)

Send me three copies of the Affidavit of Publication at your earliest convenience [no later than seven (7) days following final publication].

ACTING CHIEF DEPUTY CITY CLERK

cc: Finance Department – Accounts Payable
City Attorney – (on Ordinances)
Planning and Development Department
Front Desk

NOTICE OF PUBLIC HEARINGS
JULY 11, 2007

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JULY 11, 2007 at the hour of 1:00 P.M. in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following Special Use Permits and Required Reviews:

SUP-20471 - APPLICANT/OWNER: AHP NEVADA, INC. - Request for a Special Use Permit FOR THE EXPANSION TO AN EXISTING CONVALESCENT CARE CENTER at 3450 North Buffalo Drive (APN 138-10-301-018), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-3 (Medium Density Residential)], Ward 4 (Brown)

SUP-20486 - APPLICANT: THE ISLAND DEVELOPMENT, LLC - OWNER: NEAR AND FAR, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at 401 South Maryland Parkway (APNs 139-34-811-047 and 052), C-1 (Limited Commercial) Zone, Ward 3 (Reese)

SUP-20497 - APPLICANT: LOWE'S COMPANIES, INC. - OWNER: CAROLINE'S COURT, LLC - Request for a Special Use Permit FOR A BUILDING AND LANDSCAPE MATERIAL/LUMBER YARD at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross)

SUP-20498 - APPLICANT: LOWE'S COMPANIES, INC. - OWNER: CAROLINE'S COURT, LLC - Request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross)

SUP-20499 - APPLICANT/OWNER: CAROLINE'S COURT, LLC - Request for a Special Use Permit FOR A RESTAURANT WITH DRIVE THROUGH at the northwest corner of El Capitan Way and Durango Drive (APNs 125-17-601-012, 017 and 125-17-202-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross)

SUP-20740 - APPLICANT: THE ISLAND DEVELOPMENT, LLC - OWNER: NEAR AND FAR, LLC - Request for a Special Use Permit FOR A PROPOSED RESTAURANT SERVICE BAR WITH A WAIVER TO ALLOW A 95-FOOT DISTANCE SEPARATION WHERE 400-FEET IS REQUIRED FROM A SCHOOL at 401 South Maryland Parkway (APNs 139-34-811-047 and 052), C-1 (Limited Commercial) Zone, Ward 3 (Reese)

SUP-21037 - APPLICANT: WESTCARE NEVADA - OWNER: RANCHO ALEXANDER BUSINESS PARK - Request for a Special Use Permit FOR A PUBLIC OR PRIVATE SCHOOL, SECONDARY on 11.08 acres at 4075 North Rancho Drive (APN 138-02-814-024), C-2 (General Commercial) Zone, Ward 6 (Ross)

SUP-21419 - APPLICANT: YOONHEE LEE - OWNER: CENTENNIAL CENTRE, L.L.C. - Request for a Special Use Permit FOR A RESTAURANT WITH BEER/WINE/COOLER ON SALE at 6181 Centennial Center Boulevard (APN 125-28-610-004), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross)

SUP-21500 - APPLICANT: DRAKE DEVELOPMENTS, LLC - OWNER: TENAYA MB, LLC - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 9350 West Lake Mead Boulevard (APN 138-18-812-004), P-C (Planned Community) Zone, Ward 4 (Brown)

SUP-21645 - APPLICANT: HOME CONSIGNMENT CENTER - OWNER: CENTENNIAL GATEWAY, LLC - Request for a Special Use Permit TO ALLOW SECONDHAND SALES WITHIN AN EXISTING COMMERCIAL CENTER at 5720 Centennial Center Boulevard, Suite 120 (APN 125-27-411-007), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross)

SUP-21646 - APPLICANT/OWNER: JUAN DIEGO ZAMORA-AGUILAR - Request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) at 175 Ronald Lane (APN 140-31-811-014), R-1 (Single Family Residential) Zone, Ward 3 (Reese)

SUP-21649 - APPLICANT/OWNER: SHARON KEA - Request for a Special Use Permit FOR A PROPOSED MASSAGE ESTABLISHMENT IN CONJUNCTION WITH AN APPROVED 31,000 SQUARE FOOT HEALTH SPA WITH A WAIVER TO ALLOW NO DISTANCE SEPARATION FROM A PUBLIC PARK AND SCHOOL AND 340 FEET FROM A CHILD CARE FACILITY AND A CHURCH AND WHERE 400 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED, A WAIVER TO ALLOW A DISTANCE SEPARATION OF APPROXIMATELY 59 FEET AND 70 FEET FROM TWO EXISTING MASSAGE ESTABLISHMENTS WHERE 1,000 FEET IS REQUIRED, AND A WAIVER TO ALLOW A 24 HOUR SPA WHERE THE REQUIRED HOURS OF OPERATION ARE FROM 8:00 AM TO 9:00 PM at 1070 East Sahara Avenue (APN 162-02-801-136), C-1 (Limited Commercial) Zone, Ward 3 (Reese)

SUP-21656 - APPLICANT: DRAKE REAL ESTATE SERVICES - OWNER: BOAS-LAS VEGAS, LLC - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.72 acres at 4810 West Ann Road (APN 125-25-801-019), C-1 (Limited Commercial) Zone, Ward 6 (Ross)

SUP-22298 - APPLICANT/OWNER: ARIZONA INVESTORS - Request for a Special Use Permit FOR GAMING (RESTRICTED) WITH A WAIVER TO ALLOW A FIVE-FOOT SEPARATION FROM A SINGLE-FAMILY DETACHED DWELLING WHERE 330 FEET IS REQUIRED IN CONJUNCTION WITH AN EXISTING TAVERN at 7045 North Durango Drive (APN 125-20-114-007) T-C (Town Center) Zone, Ward 6 (Ross)

RQR-21567 - APPLICANT: REAGAN OUTDOOR ADVERTISING - OWNER: HIGHLAND INDUSTRIAL PARK PARTNERSHIP - Request for a Required Two Year Review of an approved Special Use Permit (SUP-1945) that allowed A 45-FOOT TALL, 24-FOOT BY 28-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2901 Highland Drive (APN: 162-08-611-011), M (Industrial) Zone, Ward 1 (Tarkanian)

RQR-21572 - APPLICANT: REAGAN OUTDOOR ADVERTISING - OWNER: HIGHLAND INDUSTRIAL PARK PARTNERSHIP - Request for a Required Two Year Review of an approved Special Use Permit (SUP-1876) that allowed A 45-FOOT TALL, 24-FOOT BY 28-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2901 Highland Drive (APN: 162-09-210-002), M (Industrial) Zone, Ward 1 (Tarkanian)

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall.

BEVERLY K. BRIDGES, CITY CLERK

Action Letter



ACTION LETTER

Separator Sheet



June 15, 2007

Terry Molina
Centenal Gateway, LLC
7448 West Sahara Avenue
Las Vegas, Nevada 89117

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

RE: SUP-21645 - SPECIAL USE PERMIT

Dear Applicant:

Your request for a Special Use Permit TO ALLOW SECONDHAND SALES WITHIN AN EXISTING COMMERCIAL CENTER at 5720 Centennial Center Boulevard, Suite 120 (APN 125-27-411-007), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross), was considered by the Planning Commission on June 14, 2007.

The Planning Commission voted to recommend **APPROVAL** of your request, subject to the following:

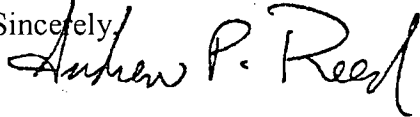
1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.
3. The Secondhand Dealer operation shall be implemented in accordance to the following conditions as stipulated in Section B.2 of the Town Center Development Standards Manual:
 - a. The use may be operated for consignment sales only.
 - b. This approval is limited to the sale of furniture and accessories, fixtures, tableware, pictures, paintings and fine jewelry.
 - c. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.
 - d. No outdoor displays, sales or storage of merchandise shall be permitted.
 - e. Hours of operation shall be limited to between 8:00 a.m. and 10:00 p.m. unless otherwise specified by City Council.
 - f. The use shall comply with the applicable requirements of LVMC Title 6.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Terry Molina
SUP-21645 - Page Two
June 15, 2007

This item will be considered by the City Council on **July 11, 2007**, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,


Andrew P. Reed, Planning Supervisor
Planning and Development Department
Current Planning Division

AR:dm

cc: Mr. Johnny Crowell
Home Consignment Center
319 Diablo Street, Suite 218
Danville, California 94526

Ms. Tabitha Keetch
Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, Seventh Floor
Las Vegas, Nevada 89169

Applicant Letter



Separator Sheet



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

June 1, 2007

Terry Molina
Centenal Gateway, LLC
7448 West Sahara Avenue
Las Vegas, Nevada 89117

RE: SUP-21645 - SPECIAL USE PERMIT

Dear Applicant:

Please be advised the City Planning Commission at its regular meeting on **June 14, 2007** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be mailed to you prior to the meeting. If you do not receive these documents by the day of the meeting, please call the Current Planning Division at 229-6301 or come into the Development Services Center at 731 South Fourth Street to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink that reads "Andrew P. Reed".

Andrew P. Reed, Planning Supervisor
Planning and Development Department
Current Planning Division

AR:dm

cc: Mr. Johnny Crowell
Home Consignment Center
319 Diablo Street, Suite 218
Danville, California 94526

Ms. Tabitha Keetch
Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, Seventh Floor
Las Vegas, Nevada 89169

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

VOICE 702.229.6011
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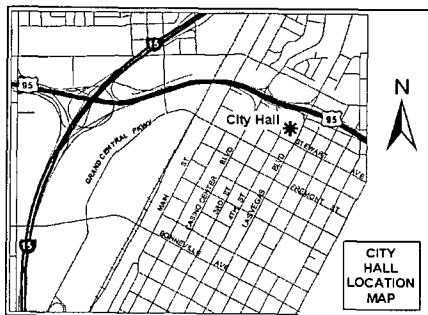
Public Hearing Notice



Separator Sheet

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268.

☐ I SUPPORT
this Request

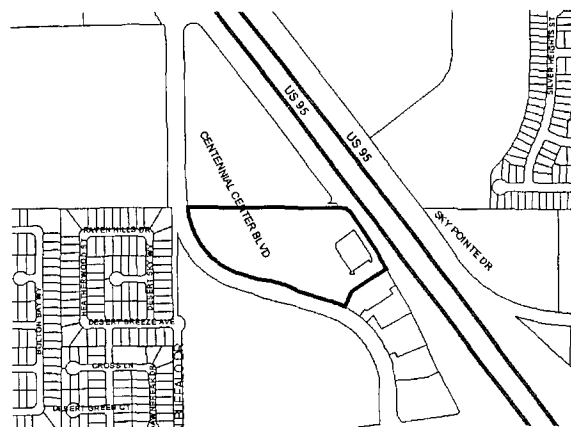
☐ I OPPOSE
this Request

SUP-21645

Application Information

SUP-21645 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOME CONSIGNMENT CENTER - OWNER: CENTENNIAL GATEWAY, LLC - Request for a Special Use Permit TO ALLOW SECONDHAND SALES WITHIN AN EXISTING COMMERCIAL CENTER at 5720 Centennial Center Boulevard, Suite 120 (APN 125-27-411-007), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: June 14, 2007
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) <http://www.lasvegasnevada.gov>.

Hansen Sheet



Separator Sheet

Report Date 05/01/2007 10:05 AM

Submitted By

Page 1

A/P # 21645 SPECIAL USE PERMIT

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	04/30/2007 10:33	984757	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

SUP-21645 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOME CONSIGNMENT CENTER / OWNER: CENTENNIAL GATEWAY, LLC. - Request for a Special Use Permit TO ALLOW SECOND HAND SALES WITHIN AN APPROVED COMMERCIAL CENTER on 8.8 acres at 5720 Centennial Center Blvd, (APN 125-27-411-007), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross).

Parent A/P #

Project #	21645	Project/Phase Name	CONSIGNMENT SALES IN TOWN CENT	Phase #	
Size/Area	0.00	Size Description		Subdivision Code	
Proposed Start		Proposed Stop		% Completed	0.00
% Complete Formula					

Property/Site Information

Parcel 12527411007

Location

Owner/Tenant

Contact ID AC516483	Name	CENTENNIAL GATEWAY, LLC	
Mailing Address 7448 W. SAHARA AVE	Organization		
City LAS VEGAS	State/Province NV		
ZIP/PC 89117	Country		☐ Foreign
Day Phone()222-1402 x	Evening Phone		
Fax ()227-0746	Mobile #		

Linked Addresses

No Addresses are linked to this Application

A/P: Linked Addresses

5698 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-

5690 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-

5720 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-

5750 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-

5760 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SUP Application****Report Date** 05/01/2007 10:05 AM**Submitted By**

Page 2

Address**Parcel Link****AP Link**5770 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-5780 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-5750 CENTENNIAL CENTER BLVD 110
LAS VEGAS, 89149-5750 CENTENNIAL CENTER BLVD 120
LAS VEGAS, 89149-5750 CENTENNIAL CENTER BLVD 130
LAS VEGAS, 89149-5750 CENTENNIAL CENTER BLVD 140
LAS VEGAS, 89149-5750 CENTENNIAL CENTER BLVD 150
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 105
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 110
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 115
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 120
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 125
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 130
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 135
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 140
LAS VEGAS, 89149-

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SUP Application****Report Date** 05/01/2007 10:05 AM**Submitted By**

Page 3

Address**Parcel Link****A/P Link**5770 CENTENNIAL CENTER BLVD 145
LAS VEGAS, 89149-5770 CENTENNIAL CENTER BLVD 150
LAS VEGAS, 89149-5720 CENTENNIAL CENTER BLVD 110
LAS VEGAS, 89149-5720 CENTENNIAL CENTER BLVD 120
LAS VEGAS, 89149-5702 CENTENNIAL CENTER BLVD
LAS VEGAS, 89149-**Linked Parcels**

No Parcels are linked to this Application

A/P Linked Parcels

12527411007

Applicants/Contacts

Primary	N	Capacity	OWNER	Contact ID	AC516483	☐ Foreign
Effective		Expire				
Name	CENTENNIAL GATEWAY, LLC					
Day Phone	() 222-1402 x	Eve Phone		Organization		
Pager		PIN #		Position		
Fax	() 227-0746	Mobile		Profession		
E-Mail						
Address	7448 W. SAHARA AVE # 101 LAS VEGAS, NV 89117					
Seasonal Addr						

Valid From	To
Comments	

Terry Molina- point of contact

Primary	N	Capacity	OTHER	Contact ID	AC1085332	☐ Foreign
Effective		Expire				
Name	KUMMER KAEMPFER BONNER RENSHAW AND FERRARIO					
Day Phone	(702)792-7000 x	Eve Phone		Organization		
Pager		PIN #		Position		
Fax	(702)796-7181	Mobile		Profession		
E-Mail						
Address	3800 HOWARD HUGHES PARKWAY 7TH FLOOR LAS VEGAS, NV 89109-0925					
Seasonal Addr						

Valid From	To
Comments	

Tabitha Keetch- point of contact

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SUP Application****Report Date** 05/01/2007 10:05 AM**Submitted By**

Page 4

Applicants/Contacts

Primary Y **Capacity** APPL **Contact ID** AC1386117 ☐ **Foreign**

Effective **Expire**

Name HOME CONSIGNMENT CENTER

Day Phone (925)838-0113 x **Eve Phone** **Organization**

Pager **PIN #** **Position**

Fax **Mobile** **Profession**

E-Mail

Address 319 DIABLO STREET SUITE #218
DANVILLE, CA 94526

Seasonal Addr

Valid From **To**

Comments
Johnny Crowell- point of contact

Contractors

No Contractors

Item Description **Item Status**

Check Fees	Fees Successful
PROCESSING FEE (\$500.00)	Paid
NOTIFICATION & ADVERTISING FEE (\$300.00)	Paid
Check Inspections	Inspections Successful
Check Reviews	Reviews Failed
206171 B&S PLAN (BUILDING&SAFETY PLAN REVIEW)	Incomplete
206169 DEVCO (DEVELOPMENT COORDINATION)	Incomplete
206180 FIRE ENG (FIRE PROTECTION ENGINEERING)	Incomplete
206172 FLOOD (FLOOD CONTROL)	Incomplete
206179 LAND DEV (LAND DEVELOPMENT)	Incomplete
206170 NEIGH P&S (NEIGHBORHOOD PLAN & SUPPORT)	Incomplete
206178 ROW (RIGHT-OF-WAY)	Incomplete
206177 SEWER (COLLECTION SYSTEMS PLANNING)	Incomplete
206176 SID (SPECIAL IMPROVEMENT DISTRICT)	Incomplete
206175 SURVEY (SURVEY)	Incomplete
206174 TEFO (TRAFFIC ENG FIELD OPERATIONS)	Incomplete
206173 TRAFFIC (TRAFFIC ENGINEERING)	Incomplete
Check Conditions	Conditions Successful
Check Alert Conditions	Alert Conditions Failed
(ENTER WORK TYPE)	
(PT-ENTER THE # OF LABELS)	
(ASSIGN CASE TO A PLANNER)	
(AT-COMplete DRT PROCESS)	
(PT-NOTIFICATION MAP DATE)	
(AT-ROUTE PLANS FOR REVIEW)	
(AT-SEND PUB HEARING NOTICE)	
(AT-SEND TO REVIEW JOURNAL)	
(PT-SIZE OF NOTIFICATION AREA)	
(SIGNPRO-MEMO SENT TO POST DT)	
(SIGNPRO-SIGN POSTED DATE)	
Check Licenses	Not Checked
Check Children Status	Children Successful
Check Open Cases	0

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	04/30/2007 10:35	300.00
PROCESSING FEE	P	04/30/2007 10:35	500.00
Total Unpaid		0.00	Total Paid 800.00

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SUP Application****Report Date** 05/01/2007 10:05 AM**Submitted By**

Page 5

Review/Activities Act # Comp By	Act Type Comments	Status	Waived	Issued	Started	Completed
206171	B&S PLAN	0	N	05/01/2007 09:28		
206169	DEVCO	0	N	05/01/2007 09:28		
206180	FIRE ENG	0	N	05/01/2007 09:28		
206172	FLOOD	0	N	05/01/2007 09:28		
206179	LAND DEV	0	N	05/01/2007 09:28		
206170	NEIGH P&S	0	N	05/01/2007 09:28		
206178	ROW	0	N	05/01/2007 09:28		
206177	SEWER	0	N	05/01/2007 09:28		
206176	SID	0	N	05/01/2007 09:28		
206175	SURVEY	0	N	05/01/2007 09:28		
206174	TEFO	0	N	05/01/2007 09:28		
206173	TRAFFIC	0	N	05/01/2007 09:28		

Activity Review Details**Detail** SUBMITTAL CHECKLIST (SUP)**Modified By** JBOYLES**Modified Date/Time** 04/30/2007 10:22**Comments**

No Comments

Report Date 05/01/2007 10:05 AM

Submitted By

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SUBMITTAL CHECKLIST

Indicate if item is being submitted

- Y Pre-Application Conference Checklist
- Y Application/Petition Form
- Y Deed and Legal Description
- Y Justification Letter
- Y Assessors Parcel Map
- N DINA (Not Always Required)
- Y Site Plan (19 Folded Blue Lines, 1 Rolled Colored)
- Y Floor Plan, If Applicable (1 Folded, 1 Rolled)
- Y Laser Print Site Plan
- Y Laser Print Floor Plan
- Y Statement of Financial Interest

Check Conditions Condition Supervisor Required	Approval Approval Required	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
--	----------------------------------	-------------------------	---------------	------------	--------------	----------

No Conditions

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

Planning Condition	Description	Effective	Expire	Comments
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There is no planning condition for this project.

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

Employee Employee ID	Last	First	MI	Comments
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No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
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PAYMNT	CK NAME, # WHO PICKED UP PERMIT	970040	04/30/2007 10:36		0.00
MARK ALVAREZ, KUMMER KAEMPFER BONNER RENSHAW & FERRARIO CK 62178, 792-7000					

Neighborhood Services List



Separator Sheet

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: June 14, 2007

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Planning and Development Department:

SUP-21645

Ambiance Estates HOA

Cimarron Village North HOA

Desert Creek HOA

Grand Entries NA

Solana Del Mar at Painted Desert HOA

Turning Point Community HOA

Vintage Hills HOA

Application



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
Project Address (Location) 5720 Centennial Center Blvd
Project Name Home Consignment Center Proposed Use 2nd Hand Dealer
Assessor's Parcel #(s) 125-27-411-007 Ward # 6
TC N/A SC-TC N/A
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 8.8 +/- Lots/Units N/A Density N/A
Additional Information _____

PROPERTY OWNER Centennial Gateway, LLC Contact Terry Molina
Address 7448 W. Sahara Phone: (702) 222-1402 Fax: (702) 227-0746
City Las Vegas State NV Zip 89117

APPLICANT Home Consignment Center Contact Johnny Crowell
Address 319 Diablo Street Suite 218 Phone: (925) 838-0113 Fax: _____
City Danville State CA Zip 94526

REPRESENTATIVE Kummer Kaempfer Bonner Renshaw & Ferrario Contact Tabitha Keetch
Address 3800 Howard Hughes Pkwy. Seventh Floor Phone: (702) 792-7000 Fax: (702) 796-7181
City Las Vegas State NV Zip 89169

Property Owner Signature* *Terri Sturm*

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

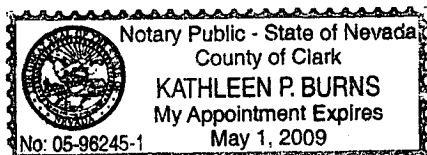
Print Name TERRI STURM

Subscribed and sworn before me

This 16TH day of APRIL, 2007

Kathleen P. Burns
CLARK

Notary Public in and for said County and State of NEVADA.



Revised 04/26/05

FOR DEPARTMENT USE ONLY

Case # 21645-SUP
Meeting Date: 06/14/07
Total Fee: \$ 800.00
Date Received: 04/30/07
Received By: Jonathan B.

*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

RECEIVED

APR 30 2007

OPERATING AGREEMENT
of
CENTENNIAL GATEWAY, LLC
a Nevada limited liability company

This Operating Agreement of CENTENNIAL GATEWAY, LLC, a Nevada limited liability company, is entered into and shall be effective as of 7-19-01, 2001 (the "**Effective Date**"), by and among the Company and each Person executing this Agreement as a Member, an Assignee, a Manager or a spouse of a Member.

PREAMBLE

WHEREAS, the Schwartz Family controls certain rights to repurchase certain real property from the Nevada Department of Transportation ("NDOT") pursuant to Chapter 37 of the Nevada Revised Statutes, which real property (the "**Property**") is more particularly described below;

WHEREAS, the Centennial Group is an experienced developer of real estate, which desires to develop the Property;

NOW THEREFORE, the parties to this Agreement agree as follows:

ARTICLE I.
DEFINITIONS

For purposes of this Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

Act means the Nevada Limited Liability Company Act (Chapter 86 of the Nevada Revised Statutes) and all amendments thereto.

Additional Member means a Person who has acquired an Interest in the Company and who has been admitted as a Member. *ms*

Affiliate means a person controlled by, controlling or under common control with a Member.

Agreement means this Operating Agreement, as amended from time to time.

Articles means the Articles of Organization of the Company as properly adopted and amended from time to time and filed with the Secretary of State.

Assignee means a permitted transferee of an Interest or a person who acquires an Interest by operation of law who the Company is required to recognize, who has not been admitted as a Substitute Member or an Additional Member in accordance with this Agreement.

RECEIVED

APR 30 2007

Bankrupt Member means a Member who (1) has become the subject of an order for relief under the United States Bankruptcy Code, or (2) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

Budget and Plan means the detailed multi-year budget and plan for the development of the Project as approved by Manager Approval. The initial Budget and Plan shall be prepared and agreed upon within sixty (60) days after the Effective Date and shall thereafter be updated, revised and modified from time to time as determined by Manager Approval. The Budget and Plan shall include the parameters for leasing space in the Project.

Capital Account means the account maintained for a Member or Assignee in a manner consistent with this Agreement.

Capital Contribution means any contribution of property, services or the obligation to contribute property or services made by or on behalf of a Member.

Cash Flow means the surplus operating revenues and excess refinancing proceeds of the Company, reduced by any appropriate reserves, as determined periodically with Manager Approval.

Centennial Group means Centennial Partners, LLC, a Nevada limited liability company.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Company means Centennial Gateway, LLC, a Nevada limited liability company.

Company Liability means any enforceable debt or obligation for which the Company is liable or which is secured by any Company property.

Company Minimum Gain means an amount determined under the Regulations for each Company Nonrecourse Liability.

Company Nonrecourse Liability means a Company Liability to the extent that no Member or Related Persons bears the economic risk of loss (as defined in § 1.752-2 of the Regulations) with respect to the liability. wls

Default Interest Rate means The Wall Street Journal Prime Rate plus five percent (5%) per annum. The term "Wall Street Journal Prime Rate" means the rate most recently published in The Wall Street Journal "Money Rates" section as the "Prime" rate (the "Prime Rate"). Changes in the Prime Rate shall be effective as of publication thereof, in the event of a discontinuance of the publication of such a rate by The Wall Street Journal, the Prime Rate shall be that reasonably comparable rate which is established as the Prime Rate by the non-defaulting Member.

Delinquent Member means a Member or Assignee who has failed to meet the additional Capital Contribution required to be contributed by that Member or Assignee. JAC DJS

Developer means Territory Incorporated, a Nevada corporation. Developer is owned by and/or affiliated with some of the principals of the Centennial Group.

Distribution means a transfer of property to a Member or a permitted Assignee on account of an Interest as described in Article IV.

Interest means the rights of a Member under this Operating Agreement and the Act, including the right to Distributions (liquidating or otherwise) and allocations of the Net Profits, Net Losses, and other gains, deductions, and credits of the Company.

Loan means any loan to the Company from time to time in effect as to which the lender thereof requires the Company to be a single-purpose entity.

Managers means the Schwartz Family and the Centennial Group.

Manager Approval means approved by both Managers, including the Schwartz Family and the Centennial Group such that both the Schwartz Family and the Centennial Group must be in agreement upon any action taken.

Member means any person actually admitted as a Member. Assignees are not Members of the Company. The initial Members of the Company are identified on Exhibit A.

Member Minimum Gain means an amount determined under the Regulations for each Member to the extent applicable.

Member Nonrecourse Liability means any Company Liability to the extent the liability is treated as such under the Regulations.

Net Losses means the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

Net Profits means the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes. ms

Non-default Interest Rate means The Wall Street Journal Prime Rate plus two percent (2%) per annum. The term "Wall Street Journal Prime Rate" means the rate most recently published in The Wall Street Journal "Money Rates" section as the "Prime" rate (the "Prime Rate"). Changes in the Prime Rate shall be effective as of publication thereof, in the event of a discontinuance of the publication of such a rate by The Wall Street Journal, the Prime Rate shall be that reasonably comparable rate which is established as the Prime Rate by the non-defaulting Member.

Nonrecourse Liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities, as defined in the Regulations. JSE JH

Notice means a written notice to the Company which shall be considered given when mailed by first class mail postage prepaid addressed to any Member in care of the Company at the address of the Principal Office (with a copy sent to all other Members). Notices to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in this Agreement, unless the Member has given the Company a Notice of a different address. Whenever any Notice is required to be given pursuant to the provisions of Nevada law, the Articles, or this Agreement, a waiver thereof, in writing, signed by the persons entitled to such Notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such Notice.

Offsettable Decrease means any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account at the end of the taxable year to which the allocation relates and is attributable to depletion allowances under § 1.704-1(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under § 704(e)(2) or 706(d) of the Code or under § 1.751-1(b)(2)(ii) of the Regulations, or distributions that, as of the end of the year, are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which such distributions are expected to be made (other than increases pursuant to a minimum gain chargeback as defined in the Regulations).

Percentage Interests means the Interests of the Members in the Cash Flow, Net Profits and Net Losses of the Company, expressed as a percentage. The Members of the Company and their Percentage Interests are:

Schwartz Family	50%
Centennial Group	50%

Provided, however, that upon Manager Approval, the Company may offer a five percent (5%) Interest in the Company to Mark James, in which event the Members of the Company and their Percentage Interests shall be:

Schwartz Family	47.5%
Centennial Group	47.5%
Mark James	5.0%

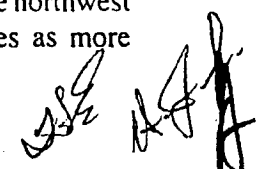


Notwithstanding the fact that Mark James becomes the owner of the above-referenced Percentage Interest, his Interest shall be a non-voting Interest in the Company.

Person means any individual or legal entity, including a trust, corporation, joint venture, partnership, limited liability company or governmental entity.

Project means a multi-tenant shopping center constructed upon the Property at a cost as set forth in the Budget and Plan.

Property means that certain real property located in Clark County, Nevada, at the northwest corner of Interstate 95 and Ann Road, consisting of approximately 40.6 gross acres as more particularly described on Exhibit B.



Regulations means except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

Schwartz Family means Schwartz Development I, LLC, a Nevada limited liability company.

Substitute Member means a permitted Assignee who has been admitted to all of the rights of membership pursuant to this Agreement.

ARTICLE II. FORMATION

2.1 **Organization.** The Members hereby organize the Company as a manager-managed Nevada limited liability company pursuant to the provisions of the Act.

2.2 **Agreement.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended. It is the express intention of the Members that this Agreement, including the provisions of the Regulations and the Code incorporated herein shall be the sole source of agreement of the parties with regard to the Company and its purposes as set forth herein. To the extent any provision of this Agreement is prohibited or ineffective under applicable law, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement enforceable.

2.3 **Name.** The name of the Company is Centennial Gateway, LLC, a Nevada limited liability company, and all business of the Company shall be conducted under such name or under any other name, but in any case, only to the extent permitted, by applicable law.

2.4 **Effective Date.** This Agreement shall become effective upon the Effective Date.

2.5 **Term.** The duration of the Company shall be perpetual and the Company shall not be dissolved and its affairs wound up except in accordance with Article XI.

2.6 **Agent for Service of Process and Registered Office.** The agent for service of process and the registered office shall be that person and the location on file with the Nevada Secretary of State. The Members, may, from time to time, change the agent for service of process and registered office through appropriate filings with the Secretary of State. In the event the agent for service of process ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement agent or file a notice of change of address as the case may be.

2.7 **Principal Office.** The principal office of the Company shall be 7448 W. Sahara Ave., Las Vegas, Nevada 89117.

2.8 **Single-Purpose Entity and Related Provisions.** Each Member represents, warrants and agrees as follows during the existence of any Loan:

WLS

WLS *WLS*

2.8.1 Neither the Company nor any Member shall enter into any transaction of acquisition, merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or make any material change in its present method of conducting business or amend the terms of its organizational documents while the Loan is outstanding except as expressly allowed under this Agreement;

2.8.2 Neither the Company nor any Member is contemplating (i) filing any petition under any state or federal bankruptcy or insolvency laws or any liquidation, (ii) making an assignment for the benefit of creditors, of all or a major portion of the Company's or such Member's assets or property, and such Member has no knowledge of any person directly or indirectly owning an interest in the Company contemplating the filing of any such petition or action against it;

2.8.3 The Company will not guarantee or otherwise hold out its credit as being available to satisfy obligations of any other Person;

2.8.4 The Company was organized for the sole purpose of owning, managing and operating the Property and developing the Project and activities ancillary thereto;

2.8.5 Each Member will act and will cause the Company to act in a manner consistent with their respective purposes and organizational documents;

2.8.6 The Company will not engage in any business unrelated to the ownership, management and operation of the Property and activities ancillary thereto;

2.8.7 The Company will not enter into any contract or agreement with any Affiliate of the Company or of any Member, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unrelated third parties;

2.8.8 The Company has not made, nor will make, any loans or advances to any third party;

2.8.9 The Company and each Member are and will be solvent and will pay their respective debts and liabilities (including employment and overhead expenses) from their own assets as the same shall become due;

2.8.10 The Company and each Member will maintain their own separate books and records and bank accounts, in each case which are and will be separate and apart from those of any other Person;

2.8.11 The Company and each Member will be, and at all times will hold themselves out to the public as, legal entities separate and distinct from each other and shall maintain and utilize separate stationery, invoices and checks, conduct their businesses and own their assets in their own respective names, and correct any known misunderstanding regarding their respective separate identities;

WPS

WPS

2.8.12 The Company and each Member have and will maintain separate financial statements and will file their own tax returns;

2.8.13 The Company will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

2.8.14 No Member will seek to dissolve or wind up the Company, in whole or in part, while the Loan is outstanding;

2.8.15 Neither the Company nor any Member will commingle its funds and other assets with those of any other person (including any Affiliate of the Company or any partner);

2.8.16 The Company will not file or consent to the filing of a petition for bankruptcy, reorganization, assignment for the benefit of creditors or similar proceeding under any federal or state bankruptcy, insolvency, reorganization or other similar law with respect to the Company without the unanimous consent of all of its Members;

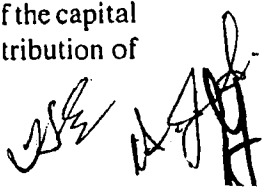
2.8.17 The sole assets of the Company are, and for the duration of the Loan shall be, (i) the Property, (ii) such assets as are otherwise acquired in connection with the use, operation, maintenance, repair, management or sale of the Property and development of the Project, and (iii) cash and accounts receivable; and

2.8.18 Each Member and each Manager will observe and will cause the Company to observe the organizational formalities of the Company.

2.9 Capital Contributions and Commitments.

2.9.1 Schwartz Family. The Schwartz Family shall (i) either contribute to the Company whatever right it may have to repurchase the Property from NDOT (if assignable), or exercise whatever right it may have to repurchase the Property from NDOT and then sell the Property or cause the Property to be sold to the Company (in either event, at the price paid to NDOT to repurchase the Property), (ii) contribute a percentage equal to its Percentage Interest of the capital required to purchase the Property, and (iii) contribute a percentage equal to its Percentage Interest of the capital required to develop, operate and market the Property. 

2.9.2 Centennial Group. The Centennial Group shall contribute (i) its energies, skills and expertise to develop the Property, (ii) a percentage equal to its Percentage Interest of the capital required to purchase the Property, and (iii) a percentage equal to its Percentage Interest of the capital required to develop, operate and market the Property.

2.9.3 Mark James. In the event Mark James becomes a Member of the Company, Mark James shall contribute (i) his energies, skills and expertise in securing the right of the Schwartz Family to repurchase the Property, (ii) a percentage equal to his Percentage Interest of the capital required to purchase the Property, and (iii) a percentage equal to his Percentage Interest of the capital required to develop, operate and market the Property. Notwithstanding the Capital Contribution of 

Mr. James, he shall be paid for his legal services rendered on behalf of the Company, as approved by the Managers.

2.9.4 Property Acquisition Costs. All escrow fees, real property transfer taxes, title insurance costs and other expenses incurred in transferring the Property from NDOT to the Company shall be an expense of the Company.

2.9.5 Guaranty of Loans. The following Members and/or principals of Members shall individually guaranty the loans made to the Company to acquire and develop the Property: Roland Sturm, Terri Sturm, Milton Schwartz, Jonathan Schwartz, Guy Inzalaco and Garry Goett.

2.10 **Additional Approved Contributions and Commitments; Dilution.** The Members shall attempt to finance the development, operation and marketing of the Project from the proceeds of loans to the Company; provided, however, at any time that the Managers determine that additional capital is required to conduct the business of the Company and is not available from financing, each Member shall contribute to the Company a percentage of such amount equal to the Member's Percentage Interest in the Company, pursuant to the following terms and conditions: With Manager Approval, such determination that an additional Capital Contribution is required shall be sent to all Members in writing at least thirty (30) calendar days prior to the date on which such contribution shall be made (the "Contribution Notice"). The Contribution Notice shall set forth the amount of the additional Capital Contribution needed, the purpose for which the additional Capital Contribution is needed, and the date by which each Member shall contribute.

2.11 **Enforcement of Contributions.** In the event any Member (a "Delinquent Member") fails to contribute its share of the additional Capital Contribution as provided in Section 2.10, a Manager shall give the Delinquent Member written notice ("Delinquent Notice") of such failure. If the Delinquent Member fails to contribute its share (including any costs associated with the failure, the demand of compliance, and interest on such obligation at the Default Interest Rate) within three (3) business days after the Delinquent Notice, the Managers and Members shall have all rights and remedies available at law and in equity, including without limitation, the right for the other Members to contribute the Delinquent Member's share of the additional Capital Contribution in proportion to such Members' Percentage Interest, with those Members who contribute ("Contributing Members") contributing additional amounts equal to the aggregate of any amount of the Delinquent Member's share not contributed. The Contributing Members, by contributing towards the share of the Delinquent Member, shall thereby increase their Interests and Percentage Interests, and the Delinquent Member's Interest and Percentage Interest shall thereby be diluted to equal the ratio of the sum of the Capital Contributions made by such Member or its predecessor in interest under Sections 2.9 and 2.10 to the sum of all of the Capital Contributions made by all of the Members under Sections 2.9 and 2.10. Notwithstanding the foregoing, no obligation to make an additional Capital Contribution may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.



ARTICLE III. NATURE OF BUSINESS

3.1 **Purpose.** The sole purposes of the Company shall be to:

3.1.1 Acquire the Property, develop a multi-tenant shopping center on the Property, improve, encumber, manage, sell, and operate the Project and the Property, which shall be accomplished in accordance with a Budget and Plan approved by the Managers.

3.1.2 In furtherance of the foregoing, but subject to all approval requirements and other provisions of this Agreement including without limitation the provisions of Section 8.1, the Developer is hereby empowered and authorized to do the following at the expense of the Company:

3.1.2.1 Obtain any necessary planning and zoning approvals and other governmental approvals for the development and marketing of the Project;

3.1.2.2 Construct streets, utility lines and facilities, curbs, gutters, and other on and offsite improvements, and contract for the preparation of site plans, maps, and other plans, designs, and studies related to the marketing of the Project;

3.1.2.3 Enter into, perform and carry out contracts of any kind which are necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company, including the sale of Company assets, or portions thereof and in connection therewith obtain such fidelity and/or performance bonds as may be required;

3.1.2.4 Enter into easements, rights-of-way, utility and other agreements, on behalf of the Company, necessary to permit access over, through, and across the Property or any portion thereof for vehicular and pedestrian access, utility installations, maintenance and other purposes and dedicate to public use roads, alleys or easements and convey portions of the Property so dedicated to the appropriate governmental agency;

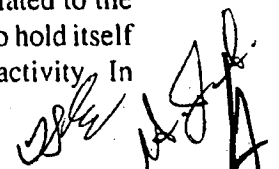
3.1.2.5 Exercise any and-all rights, perform all obligations, and take such other actions, as "developer," "declarant," and as a property owner, as may be provided under or contemplated by the covenants, conditions and restrictions and any modifications thereof which are applicable to the Project under the terms thereof (as such conditions, covenants and restrictions may be amended from time to time by the Company);

3.1.2.6 Enter into contractual arrangements with the Members or Affiliates of a Member and other contractors in a manner authorized in the Budget and Plan or as otherwise approved by the Managers to permit the development of the Property;

3.1.2.7 Comply with all governmental and administrative requirements for the development of the Property; and

3.1.2.8 Take or cause to be taken all other actions and perform or cause to be performed all functions necessary, appropriate or incidental to promote the business of the Company and to realize and carry out its purposes.

3.2 Purposes Limited. The Company has been formed only for the purposes specified in Section 3.1 above. The Company shall not engage in any activity or business unrelated to the accomplishment of the purposes of the Company. No Member shall have any authority to hold itself out as a general or special agent of another Member in any such unrelated business or activity. In



accordance with Section 7.11 hereof, each Member may engage in land development activities that compete with those of the Company without offering such development opportunities to the Company or the other Members and without accounting to the Company or the other Members for any profits from such activities.

3.3 No Payments of Individual Obligations. The Members shall use the Company's credit and assets solely for the benefit of the Company, except as expressly authorized herein. No asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of a Member that has not been assumed by the Company.

3.4 No Payments of Individual Obligations. The Members shall use the Company's credit and assets solely for the benefit of the Company.

3.5 Property Purchase Contingency. The purpose of the Company and the Members' efforts to carry out the purpose of the Company are expressly contingent upon the Company acquiring title to the Property, whether through auction, direct sale, or enforcement or use of any reversionary right controlled by the Schwartz Family. If at any time, the Managers determine that the Company will not be able to acquire title to the Property, then the purpose of the Company and this Agreement shall be frustrated and the Members shall take whatever actions are necessary to dissolve the Company.

3.6 Purchase Price Contingency. If the purchase price for the Property exceeds \$12 per square foot of net acreage, then any Member may elect to withdraw from the Company; provided, however, that if the remaining Members desire to purchase the Property notwithstanding the purchase price, such withdrawing Member shall cooperate with the remaining Members (at no out-of-pocket expense to the withdrawing Member) to effectuate the transfer of the Property to the remaining Members or such entity as the remaining Members shall designate.

3.7 Title Review Contingency. It shall be a condition precedent to the obligations of the Members hereunder that title to the Property shall not be subject to (i) any monetary liens or encumbrances other than real estate taxes, assessments and special assessments, or (ii) any exceptions which materially impair the ability of the Company to develop the Property for its intended purpose. The Company, at the Company's expense, shall obtain title insurance on the Property with coverage in the amount of the cost of the Property

ARTICLE IV. ALLOCATIONS & DISTRIBUTIONS; CAPITAL ACCOUNTS

4.1 Distributions. With Manager Approval, the available Cash Flow of the Company shall be distributed periodically to the Members in accordance with their Percentage Interests. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts. For purposes of this Section 4.1, liabilities shall be determined in accordance with generally acceptable accounting procedures.

4.2 Allocations of Net Profits and Net Losses. After giving effect to any allocation required by the Regulations, which are incorporated as if fully set forth herein, the Net Profits and

Net Losses of the Company and each item thereof shall be allocated to the Members in accordance with their respective Percentage Interests, as adjusted from time to time in accordance with this Agreement. Notwithstanding the foregoing, it is the intention of the Members that the Net Profit or Net Loss shall be allocated to the Members each year, to the extent possible, in such a manner that each Member's "Adjusted Capital Account Balance" shall be equal to the amount that would be distributed to such Member pursuant to Section 4.1 hereof upon a hypothetical liquidation of the Company as of the end of such year, after taking into consideration any unrealized Net Profit and Net Loss that would result from a hypothetical sale of all of the properties of the Company for an amount equal to the book value of the assets of the Company (as such book value may be adjusted to reflect any recognized increase in the value of the assets of the Company, as approved by the Managers), as reasonably determined by the Managers. For purposes of this Section 4.2, the "Adjusted Capital Account Balance" of a Member equals the balance of such Member's Capital Account at the end of the year increased by any amount which the Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(1) and (i)(5). In determining the amounts attributable to the Members under this Section 4.2 upon a hypothetical liquidation, it shall be presumed that (i) all of the Company's assets would be disposed of at their book values, as reasonably determined by the Managers, (ii) payments to any holder of any nonrecourse debt of the Company will be limited to the value of the assets secured by the repayment of such debt, and (iii) the proceeds of such hypothetical sale will be applied and distributed in accordance with Section 4.1 hereof. If, upon the advice of a public accounting firm or upon advice of tax counsel retained to prepare the income tax returns of the Company, it is determined by the Managers that the intention set forth in this Section 4.2 hereof are not being met by the general allocations set forth in the first sentence above, the Managers shall have the discretion and authority to make such allocations of Net Profit or Net Loss, or items of income, gain, loss or deduction, comprised of such Net Profit or Net Loss, as maybe necessary to achieve the intentions set forth herein.

4.3 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and any permitted Assignee. Each Member's Capital Account shall be increased by (i) the amount of money actually contributed by the Member to the capital of the Company, (ii) the fair market value of any property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of Section 752 of the Code), and (iii) the Member's share of Net Profits and of any separately allocated items of income or gain (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (i) the amount of any money actually distributed to the Member from the capital of the Company, (ii) the fair market value of any property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of the Distribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of Section 752 of the Code), and (iii) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

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4.4 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Section 4.2 above) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

4.5 Compliance with Section 704(b) of the Code. The provisions of this Article IV, as they relate to the maintenance of Capital Accounts, are intended and shall be construed to cause the allocations of Net Profits, Net Losses, income, gain and credit pursuant to this Article IV to have substantial economic effect under the Treasury Regulations promulgated under Section 704(b) of the Code, in light of the distributions to be made pursuant to Article IV. Notwithstanding anything herein to the contrary, no Member shall have under this Agreement or the Act any obligation to restore a negative Capital Account balance at any time (except to the extent such negative Capital Account is attributable to a wrongful distribution made to such Member) or to make a Capital Contribution in excess of the contributions required under this Agreement.

4.6 Compliance with Section 704(c) of the Code. The Company shall use the traditional method to account for any excess of the fair market value of the Property over its initial adjusted basis.

4.7 Sale or Exchange of Interest. In the event of a permitted sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the Assignee, to the extent it relates to the portion of the Interest transferred.

ARTICLE V. ACCOUNTING AND RECORDS

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5.1 Records to be Maintained. The Company shall maintain the following records at the Principal Office.

5.1.1 A current list of the full name and last known business address of each Member;

5.1.2 A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles have been executed;

5.1.3 Copies of the Company's federal, foreign, state and local income tax return and reports, if any, for the three most recent years;

5.1.4 Copies of this Agreement including all amendments thereto;

5.1.5 Any financial statements of the Company for the three most recent years; and

5.1.6 A writing or other data compilation from which information can be obtained through retrieval devices into a reasonably usable form setting forth the following:

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5.1.6.1 The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member or which each Member has agreed to contribute;

5.1.6.2 Any right of a Member to receive, or of the Company to make, distributions to a Member which include a return to all or any part of the Member's Capital Contribution; and

5.1.6.3 Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

5.2 Reports to Members:

5.2.1 The Members shall cause the issuance of periodic reports to each other regarding the business and affairs of the Company.

5.2.2 The Members shall cause the Company to issue to all Members those information returns required by the Code or Act.

5.2.3 The Company shall maintain a record of the Capital Account for each Member in accordance with Article IV.

5.2.4 The Developer shall provide to the Members copies of all development documents including without limitation the following: planning and zoning approvals, plans and blueprints approved by the governing authorities, site plans and other plans, maps, designs and studies, easements or rights-of-way granted, construction contracts and other contracts.

5.3 **Accountants and Legal Advisors.** The Managers shall select the accounting firm and law firm selected to represent the Company.

ARTICLE VI. TRANSFERS OF INTERESTS

6.1 **No Right to Transfer.** The Interests of a Member and any Assignee are not assignable, directly or indirectly, in whole or in part and may not be pledged (or made the subject of any security interest or lien), transferred, gifted or otherwise disposed of except in strict conformity with the provisions of this Agreement. (Notwithstanding the foregoing, the Interests of a Member and any Assignee may be pledged to secure the obligation of such Member or Assignee to indemnify each other or other Members in accordance with this Agreement or any separate reimbursement or contribution agreement that has received Manager Approval). The Members agree that the strict enforcement of the transfer restrictions set forth herein are required to support the orderly management of the Company, to prevent a termination of the Company, within the meaning of Section 708 of the Code, and to insure that no Person directly or indirectly acquires an Interest who is unacceptable to the Managers. Each Member acknowledges and agrees that the transfer restrictions contained herein are reasonable in view of the purposes of the Company and are not unduly burdensome, given the special right of first refusal procedures set forth in Section 6.5 hereof, and may be specifically enforced by the Company. The Members have executed this Agreement

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expecting that only certain named individuals and their controlled entities would own Interests in the Company; in the absence of these transfer restrictions, the Members would not have agreed to participate in this Company. A permitted Assignee of an Interest has no right to participate in the management or the business affairs of the Company or to become a Member or to vote on any matter requiring Member approval. A permitted Assignee is only entitled to receive the distributions, and to be allocated the Net Profits and Net Losses attributable to such Interest at the times determined under this Agreement. A permitted Assignee may not require the termination of the Company or make any elections hereunder. Any assignment, pledge (including permitting a security interest or lien to be taken in an Interest), transfer, gift or other disposition in violation of this Agreement is null and void and shall not be recognized by the Company.

6.2 Permitted Transfers. Notwithstanding Section 6.1, each Member may transfer all of part of its Percentage Interest to an Affiliate or to an estate, spouse, child, family trust, family limited liability company and/or family limited partnership for the benefit of the immediate families of the principals of each Member, provided that control of any such legal entity is retained by the initial Member who established such entity during his or her lifetime, and provided, further that such Person agrees in a writing delivered to the Managers to be bound by this Agreement. Furthermore, nothing contained in this Agreement shall be construed to restrict transfers of interests in the Members among the holders of interests in the Members; provided, however, that the admission of any new holder of an interest in a Member must be approved by the Managers.

6.3 Admission of Substitute Members. A permitted Assignee of an Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Interest only with Manager Approval, in writing given at such time. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Interest from any liability to the Company that may have existed prior to the approval.

6.4 Securities Law Restriction. In addition to any restrictions on the transferability of any Interest in the Company, each of the Members expressly acknowledge that such Interest has not been registered under the Securities Act of 1933 (the "1933 Act"), or applicable state securities laws. Each Member understands that the Interest has been issued in reliance on an applicable exemption from registration under 1933 Act. Each Member represents and warrants that (i) the Interest is being acquired solely for his, her or its own account, for investment purposes only, and is not for distribution, subdivision or fractionalization thereof; and (ii) he, she or it has no agreement or other arrangement, formal or informal, with any person to sell, transfer or pledge any part of the Interest or which would guarantee to it any profit or protect it against any loss, with respect to the Interest and he, she or it has no plans to enter into any such agreement or arrangement. Each Member further understands that he, she or it must bear the economic risk of the investment in the Interest for an indefinite period of time because (i) the Interest cannot be resold or otherwise transferred unless it is subsequently registered under the 1933 Act and the applicable state securities laws are complied with (which the Company is not obligated, and does not plan, to do) or exemptions therefrom are available and (ii) there is no assurance that the business of the Company will be economically successful or that the Interest will have any marketable value.

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6.5 **Bona Fide Offer by Third Party.** If any Member (hereinafter referred to as the "Offering Member") receives an acceptable bona fide offer to purchase, or desires to sell any or all of its Interest to a person not a party to this Agreement, the Offering Member shall first offer in writing such Interest for sale to the Company and the other Members (herein referred to as the "Non-offering Members"). The Company and the Non-offering Members will have the first right of refusal, at the same price and terms offered by the prospective purchaser. The terms and conditions of the purchase offer shall be fully revealed to the Non-offering Members by written notice, duly given, specifying such information, including but not limited to: (i) name and address of the prospective purchaser; (ii) relationship of the prospective purchaser to the Offering Member; (iii) price; and (iv) mode and terms of payment. The Non-offering Members who desire to participate in the purchase of the Offering Member's Interest shall have the right to purchase the Offering Member's Interest upon the terms and conditions offered to the prospective purchaser, on a pro rata basis. In the event that the aforementioned offer is not accepted by the Company or any Non-offering Member within forty-five (45) days after receipt of said written offer, the Offering Member shall have the right to sell said Interest only to the person disclosed as the bona fide prospective purchaser, and only upon such terms as specified in the notice hereinabove referenced. Such sale must be made within sixty (60) days after the expiration of such forty-five (45) day period or within sixty (60) days after the earlier written refusal of the Company or the Non-offering Members to accept such offer. In the event such sale is not completed as aforesaid, it may not thereafter be made or effectuated. Such person purchasing the Offering Member's Interest shall thereupon become an Assignee. The restrictions imposed by this Article VI shall then remain in force and continue to be effective as if no offer to sell had been made.

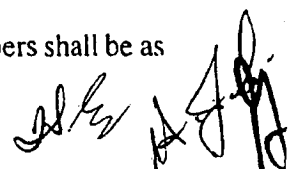
ARTICLE VII. RIGHTS AND DUTIES OF MEMBERS

7.1 **Annual Meeting.** The annual meeting of the Members shall be held on the day and at the hour determined by the Managers for the purpose of transacting such business as may come before the meeting. 

7.2 **Special Meetings.** Special meetings of the Members, for any purpose or purposes, may be called by a Member(s) holding not less than a twenty-five percent (25%) Percentage Interest at any time with due notice.

7.3 **Notice of Meeting.** Written notice, by mail or by telecopy, stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than fifteen (15) days before the date of the meeting, either personally or by mail to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

7.4 **Quorum.** At any meeting of the Members, a quorum for the transaction of business shall consist of a representative of the Centennial Group and the Schwartz Family.

7.5 **Order of Business.** The order of business at all meeting of the Members shall be as the Managers shall designate. 

7.6 Proxies. At all meeting of Members, a voting Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the other Members of the Company before or at the time of the meeting. No proxy shall be valid after six (6) months from date of execution, unless otherwise provided in the proxy.

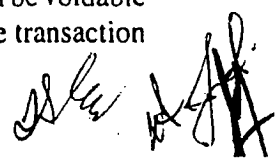
7.7 Voting by Certain Members. Voting Interests standing in the name of a corporation, partnership or other company may be voted by such officer, partner, agent or proxy as the bylaws or other governing document of such entity may prescribe or, in the absence of such provision, as the board of directors or other authorized representative of such entity may determine. Interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

7.8 Telephonic Meetings. Members may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

7.9 Action by Consent. Unless otherwise provided by the laws of Nevada, any action required or permitted to be taken at a meeting by the voting Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the required number of Members entitled to vote as set forth in this Agreement, and any action requiring Manager Approval shall be set forth in a written consent, signed by the Managers.

7.10 Rights of Members. All Members shall have the right to (i) approve any amendments to the Articles and to this Agreement, pursuant to Section 12.1 below (except for Mark James or any Assignee of Mark James), (ii) review the books and records of the Company, and (iii) receive distributions pursuant to Article IV and Article XI below. Unless otherwise set forth herein, any matter requiring approval of the Members hereunder shall be deemed approved if approved by the voting Members holding a simple majority of the outstanding Interests held by all Members. 

7.11 Competitive Activity. Each Member, and the Member's respective Affiliates, may engage in whatever activities they choose, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any Member or to account to the Company or any Member for any profits from such activities, and this Agreement and the Act shall not prevent any Member or its respective Affiliates from engaging in such activities, or require any Member or its respective Affiliates to permit the Company or any Member to participate in any such competitive activities. The corporate doctrine of "business opportunity" shall not apply.

7.12 Special Interests. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The right and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction 

is fair to the Company or the other Member, knowing the material facts of the transaction and the Member's interest, authorizes, approves, or ratifies the transaction.

7.13 Compensation and Expenses. The Company shall reimburse the Members only for reasonable and necessary third-party expenses approved by the Managers and incurred in connection with the Company's business, including the costs of organizing the Company and all related costs. The Members shall not receive any other compensation from the Company unless approved by a majority of the Members. Except as otherwise set forth herein, no part of the central office overhead or general administrative expenses of any Member shall be an expense of the Company, and no Member or Affiliate shall be entitled to any reimbursement for such type of expense. The costs of preparing any periodic and annual reports to the Members and the expenses of preparing required financial statements and tax return shall be borne by the Company.

7.14 Management by Territory Incorporated. The Members acknowledge and agree that Territory Incorporated shall be the property manager and leasing agent for the Project, to be approved and confirmed each twelve months as agreed to by the Managers; provided, however, that the Managers shall approve and confirm Territory Incorporated unless Territory Incorporated has committed, and failed to cure, material defaults which constitute good and sufficient cause for termination. The management fee and commissions to be paid to Territory Incorporated, which shall be commercially reasonable and upon industry standard terms and conditions, shall be agreed upon each twelve months in a separate agreement between the Company and Territory Incorporated. The Members acknowledge and agree that Territory Incorporated is owned by and/or affiliated with some of the principals of the Centennial Group.

ARTICLE VIII. MANAGEMENT

8.1 Management Authority. The Managers shall manage the operations of the Company in accordance with this Agreement. All Major Decisions (defined below) concerning the business affairs of the Company shall be made exclusively by the unanimous vote of the Managers. **"Major Decisions"** shall mean (i) the negotiation, approval and modification of the Budget and Plan; (ii) the sale of the assets of the Company, including without limitation the sale of any pads; (iii) the execution of any lease for space in excess of 20,000 square feet; (iv) entering into any loan agreements with respect to the Project; (v) commencement or settlement of any litigation involving more than \$25,000; (vi) approve additional Capital Contributions pursuant to Section 2.9; (vii) determine Distributions and allocations of Net Profits and Net Losses pursuant to Article IV; (viii) admittance of Substitute Members pursuant to Section 6.3; and (ix) dissolution of the Company. The Developer shall have sole authority to manage the day-to-day development and operations of the Project and to implement the Budget and Plan. The Developer shall have sole authority to take any actions necessary to develop, operate and manage the Project, including without limitation (i) negotiating, entering into and managing design, construction, employment, consulting, marketing and other agreements, (ii) procuring professional services, (iii) securing development entitlements for the Property, (iv) expending funds pursuant to the Budget and Plan (provided any such expenditure may be in the amount of 105% of the budgeted amount), so long as such actions are not in conflict with the Budget and Plan and are not otherwise a Major Decision, and (v) entering into leases for spaces of less than 20,000 square feet so long as such leases are within the parameters set forth in the Budget and Plan. Notwithstanding the foregoing, all checks, drafts, cashier's checks and

other payments of Twenty-Five Thousand Dollars (\$25,000) or more shall be signed or authorized by a representative of both the Schwartz Family and the Centennial Group. The authorized representative for the Schwartz Family is A. Jonathan Schwartz. The authorized representative of the Centennial Group is Terri Sturm.

8.2 Authority of Managers to Bind the Company. The Members hereby agree that the Managers shall have the authority to bind the Company pursuant to the provisions of Section 8.1.

8.3 Standard of Care--Managers. The Managers' duty of care in the discharge of the Managers' duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law or this Agreement. In discharging its duties, the Managers shall be fully protected in relying in good faith upon the records required to be maintained under this Agreement and upon such information, opinions, reports or statements by any agents, or by any other person, as to matters the Managers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

8.4 Compensation of Developer. Developer shall be paid by the Company a management fee equal to five percent (5%) of all development hard and soft costs, as such costs are set forth in the Budget and Plan. Such management fee shall be paid on a monthly basis as costs are incurred on the Project, provided that the Company has sufficient cash to make such payments. If any payment of the management fee is deferred, interest at the Non-default Interest Rate shall be applied to such amount until paid.

8.5 Compensation of Schwartz Family. In consideration for causing whatever reversionary rights in the Property that the Schwartz Family may hold to be transferred to the Company, the Schwartz Family shall be paid a fee in the same amount and at the same time as the management fee paid to the Developer. If any payment of said fee is deferred, interest at the Non-default Interest Rate shall be applied to such amount until paid.

8.6 Manager Representatives. All actions, approvals, votes, etc., permitted or required to be performed by a Manager shall be performed by the Manager's representative, who shall have the authority to act on behalf of the Manager. The representative for the Schwartz Family shall be A. Jonathan Schwartz. The representative for the Centennial Group shall be Terri Sturm. The representative of a Manager may be changed at any time upon written notice accompanied by the appropriate certificate or resolution of the Manager making the change. The Managers' representatives are hereby given authority to execute and deliver documents on behalf of their respective Managers.

8.7 Developer Standard of Care. Notwithstanding Section 8.1, all contracts entered into by the Developer shall be upon commercially reasonable terms and conditions. The Developer shall obtain multiple bids for work to be performed when the use of bidding is deemed reasonable by the Developer. Prior to entering into contracts, the Developer shall consider the cost of the work to be performed, the experience of the potential contractor(s), the ability of the potential contractor(s) to

complete the work in a timely manner, and the availability of contractors skilled at the particular task.

ARTICLE IX. TAXES

9.1 Elections. The Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Tax Matters Member. Centennial Group is hereby designated as the tax matters partner of the Company pursuant to the Code.

9.3 Method of Accounting. The records of the Company shall be maintained in accordance with the accounting method elected to be followed by the Managers for federal income tax purposes after conferring with the Company's accountants.

9.4 Bank Accounts. All Funds of the Company shall be held in an account with a bank identified with Manager Approval.

ARTICLE X. DISSOCIATION OF A MEMBER

10.1 No Right of Withdrawal. No Member or Assignee shall have any right to retire or withdraw voluntarily from the Company or to sell, transfer or assign its Interest in the Company, or to voluntarily commit an act that would require the Company to dissolve pursuant to NRS §86.491. No voluntary or involuntary act of withdrawal or resignation shall dissolve the Company. Each Member and Assignee hereby waives to the fullest extent permitted under the law the right to withdraw or resign from the Company. Any act of a Member that would require the Company to dissolve before the Company has completed the development of the Project shall constitute a material breach of this Agreement and the Company shall be entitled to collect damages for such breach. Such damages shall include (without limitation) any loss or expense suffered by the Company as a consequence of such dissolution, including any damages resulting from the acceleration of any liability of the Company under any financing encumbering the Project. Such damages shall offset any cash or other property otherwise distributable to such Member by the Company. A withdrawal from the Company by a Member, whether voluntary or involuntary, shall not accelerate the time within which the Company shall be required to make any distribution to any Member, and no Member or Assignee shall have any right to require or demand any distribution from the Company except as provided in Section 4.1 and, upon the termination of the Company, Section 11.3. Each Member who exercises any nonwaivable power to withdraw or resign from the Company in breach of this Agreement expressly waives any right to require under the Act or other applicable law a distribution from the Company before the completion of the development of the Project and repayment of any financing encumbering the Project, and such withdrawing or retiring Member further waives any right to require that such deferred distribution be secured by a bond or be payable with interest. These express waivers are given in recognition that all of the Company's capital is required to remain invested in Company and cannot be withdrawn or liquidated until the

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Company completes the development of the Project and the repayment of any financing. In the absence of such waivers the Members would not have entered into this Agreement.

For purposes of this Section 10.1, the Project shall not be deemed to be completed until twelve (12) months after the substantial completion of the Project as described in the Budget and Plan. Substantial completion means at least 90% of the Project has been leased to tenants who have taken possession of the leased premises.

10.2 Dissociation. A Member shall cease to be a Member upon the happening of any of the following events:

10.2.1 the withdrawal of a Member, with Manager Approval;

10.2.2 the bankruptcy of a Member, whereupon such Member shall become a non-voting Member;

10.2.3 in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate, whereupon the estate of such deceased or incompetent Member shall become an Assignee;

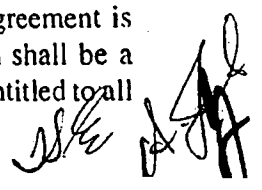
10.2.4 in the case of a Member that is a separate organization (other than a corporation), the dissolution and commencement of winding up of the separate organization;

10.2.5 in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

10.2.6 Each Member recognizes and agrees that any act by such Member that causes a wrongful dissolution of the Company shall subject such Member to a claim for damages, which shall reduce and offset any amounts otherwise distributable to such Member.

10.3 Rights of Dissociating Member. In the event any Member dissociates prior to the date upon which the Project is completed and any financing for the Project is repaid, such Member's successor in interest shall become an Assignee and any amounts otherwise distributable to such Assignee shall be subject to recoupment by the Company pursuant to Section 10.1. 

10.4 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of its assets or properties or cause the sale of any Company property except as expressly provided in this Agreement. Notwithstanding any provisions of applicable law to the contrary, each Member (and its legal representatives, successors or assigns) hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale with respect to any assets or properties of the Company.

10.5 Rejection. In the event a Member files for bankruptcy (or has a bankruptcy proceeding commenced against it in which an order for relief is entered) and this Agreement is rejected pursuant to the Bankruptcy Code (the "Rejecting Member"), such rejection shall be a material breach of this Agreement. In such event, the non-rejecting Members shall be entitled to all 

of the remedies under this Agreement, the Act and as otherwise provided under applicable law, subject to the applicable provisions of the Bankruptcy Code, and in addition the non-rejecting Members may elect to value such Rejecting Member's Interest by appraisal and convey such amount to such Rejecting Member in complete satisfaction of its entire Interest in this Company and under this Agreement. Upon distribution of such amount, the Interest of the Rejecting Member shall be canceled.

10.6 Insolvency. If a Member commences a voluntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency, if an order for relief or similar determination is entered in an involuntary case under the federal bankruptcy laws or any other federal or state law relating to insolvency, or if a receiver, liquidator, assignee, trustee, custodian or other similar person is appointed, voluntarily or involuntarily, for the assets of a Member, then such Member (the "**Insolvent Party**") shall cease to have the right to vote and participate in the management of the Company. The remaining Manager or Managers shall continue to manage the Company pursuant to this Agreement and no action taken by such party or parties shall be subject to a claim for any breach of duty, on the ground of conflict of interest, negligence or any other theory, except fraud or gross negligence. Any transfer, sale, assignment, pledge or other encumbrance or disposition of the Insolvent Party's Interest by a trustee, debtor-in-possession or custodian shall be subject to the prohibitions set forth herein. The Insolvent Party shall regain its voting and participation rights in the management of this Company upon the effective date of a plan of reorganization under federal bankruptcy laws, provided the Insolvent Party is not otherwise in breach of the Agreement and has assumed all of its obligations hereunder in accordance with applicable law.

ARTICLE XI. DISSOLUTION AND WINDING UP

11.1 Dissolution. The duration of the Company shall be perpetual and the Company shall be dissolved and its affairs wound up only with Manager Approval.

11.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business. The Company will not be terminated, but will continue until the winding up of the affairs of the Company is completed and the certificate of dissolution has been filed with and accepted by the Secretary of State. out

11.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the property of the Company shall be distributed:

11.3.1 to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities;

11.3.2 to Members in accordance with Section 4.1. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

The Members acknowledge that they have reviewed these provisions with their independent counsel.

11.4 Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonable adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. This Agreement represents the entire agreement among all the Members and between the Members and the Company. Notwithstanding any other provision contained herein, this Agreement and the Articles may be amended or modified from time to time only by a written instrument approved by the Managers in their capacity as Managers and Members. Such amendment shall be binding on all of the Members.

12.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Nevada Uniform Partnership Act nor the Nevada Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

12.3 Rights of Creditors and Third Parties under Agreement. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company; its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.4 Indemnification by Company.

12.4.1 The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that the person is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, officer, employee or agent of another limited liability company, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person

did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company and that, with respect to any criminal action or proceeding, the person had reasonable cause to believe that the person's conduct was lawful.

12.4.2 Indemnification shall not be made to or on behalf of any person (as defined in Nevada Revised Statutes) if a final adjudication establishes that the person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

12.4.3 The expenses of Members incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

12.4.4 The indemnification provisions of this Section 12.4 do not apply to any action, suit or proceeding involving any claims asserted between the Members.

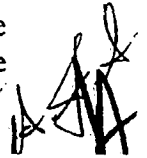
12.5 **Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

12.6 **Articles and Other Headings.** The Articles and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation.

12.7 **Counterparts.** This Agreement may be executed in several counterparts, which all executed shall constitute one Agreement, binding on all of the Members, notwithstanding that all of the Members are not signatory to the original or the same counterpart.

12.8 **Successors.** This Agreement shall be binding upon the successors and assigns of the Members and shall inure to the benefit of the permitted successors and assigns of the Members.

12.9 **Governing Law.** This Agreement shall be construed under the laws of the State of Nevada as if this Agreement were executed in and to be performed entirely within Nevada and all Members reside in Nevada. Any suit or action of a Member as Plaintiff to which the Company is named a party shall be instituted in a court of competent jurisdiction in Clark County, Nevada. 

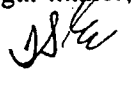
12.10 **Tie-Breaking Mechanism.** In all instances where the votes of the Managers are deadlocked, the following provisions shall apply: the Members hereby agree to mediate a resolution of such matter according to the rules of (but not under the administration of) the American Arbitration Association. In the event that such mediation is not successful, either Manager may institute the following tie-breaking procedure by notifying the other Manager in writing. Within five (5) business days after receipt of the notice, the Managers shall either (a) agree upon a single arbitrator, or (b) each select an arbitrator of its choice. If the Managers agree upon a single arbitrator, the tie shall be broken by single arbitrator arbitration. If the Managers cannot agree upon a single arbitrator, the tie shall be broken by arbitration before a three arbitrator panel. If the Managers do not agree upon a single arbitrator, they shall exchange the names of their respective  

arbitrators within the initial five (5) day period, and the two arbitrators shall select a third arbitrator within five (5) business days thereafter. Within ten (10) days after the single arbitrator or all three arbitrators have been selected, the parties shall hold the arbitration in Las Vegas, Nevada, and each party may present such evidence and witnesses as it sees fit. The arbitrator or arbitrators shall announce its/their decision in writing within five (5) working days after such hearing. The decision of the arbitrator, and in the case of a three arbitrator panel the decision of two of the three arbitrators, shall be binding upon the parties. In the case of a single arbitrator, fees shall be divided equally. If three arbitrators are utilized, each party shall pay the fees and costs of the arbitrator it selects, and the fees and costs of the third arbitrator shall be divided equally between the parties. If necessary, the decision of the sole arbitrator or two of the three arbitrators may be reduced to a judgment in the Eighth Judicial District Court of Nevada, and enforced by such court.

12.11 Arbitration. If there is a dispute between the Members regarding the Company, this Agreement or any matter contemplated by this Agreement which is not settled by the provisions of Section 12.10, the Members hereby agree to mediate said dispute according to the rules of (but not under the administration of) the American Arbitration Association. In all instances where mediation of the dispute between the Members is not successful (the "**Unresolved Matter**"), the Unresolved Matter shall be resolved by three (3) disinterested persons ("**Arbitration Board**"). One of the arbitrators shall be appointed by the Schwartz Family, one by the Centennial Group, and the third by the two so appointed. The Arbitration Board shall render its decision within thirty (30) days after the appointment of the third arbitrator. The determination by any two members of the Arbitration Board regarding the Unresolved Matter shall be final, conclusive and fully honored by the Members and the Managers and any person claiming an interest in the Company through a Member ("**Final Resolution**"). Either Member may apply to any court of competent jurisdiction for confirmation and certification of the Final Resolution and for issuance as a final judgment of such court.

12.12 Divorce. Upon a Member's divorce, if the Member's former spouse holds directly or indirectly an Interest in the Company after the termination of the marriage, then the divorced Member shall have the option, which shall be exercised within a reasonable time after the divorce becomes final, to purchase the Interest of the former spouse for an amount of cash equal to the value of a former spouse's interest in the divorced Member's Interest in the Company or to have the former spouse become a non-voting Member as to all or a portion of the divorced Member's interest. The value of the divorced spouse's Interest shall be the value established pursuant to the divorce proceeding or if no value was established in such proceeding, the value shall be determined with Manager Approval. 

12.13 Preparation of Document/Independent Counsel. This Agreement was prepared by Goold, Patterson, DeVore, Ales & Roadhouse ("**GPDAR**"), as legal counsel to the Centennial Group. Neither GPDAR nor any representative of the Centennial Group has acted as legal counsel to any other Member. All Members acknowledge that each of them has had the opportunity to review this Agreement with its own legal counsel.

12.14 Independent Counsel; Acknowledgment of Responsibility. All Members and each Assignee, by signing this Agreement, acknowledges that (i) such Person has sought and obtained individual, independent tax advice from its own counsel with respect to the establishment of this Company and its initial operation, (ii) that such Person is not relying upon the advice or opinion of any other Member or their respective legal counsel with respect to any legal matter,  

including any matter involving the establishment or operation of the Company, and (iii) that no Member or its agents and attorneys have made any representations or warranties regarding any tax consequences of any transaction undertaken in connection with this Agreement.

[The rest of this page is intentionally left blank.]

WPS

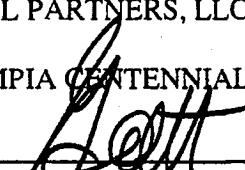
SEE [Signature]

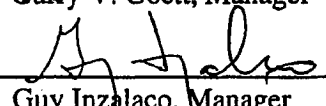
THE UNDERSIGNED, being all of the Members of the Company hereby evidence their adoption and ratification of the foregoing Agreement of the Company as of the date first indicated above.

MEMBERS:

CENTENNIAL PARTNERS, LLC

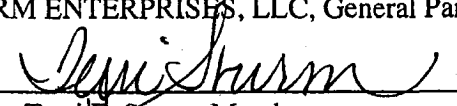
By: OLYMPIA CENTENNIAL, LLC, Member

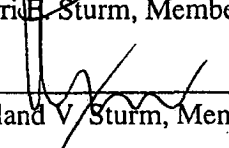
By: 
Gary V. Goett, Manager

By: 
Guy Inzalaco, Manager

By: HERITAGE HOLDING LIMITED PARTNERSHIP, Member

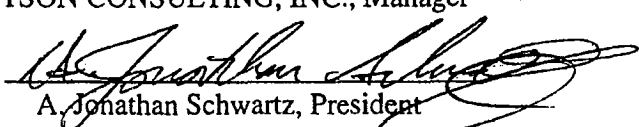
By: STURM ENTERPRISES, LLC, General Partner

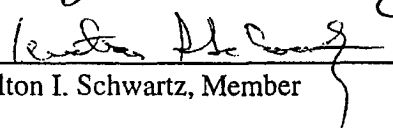
By: 
Terrie Sturm, Member

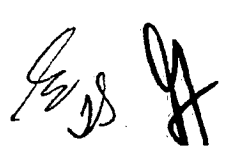
By: 
Roland V. Sturm, Member

SCHWARTZ DEVELOPMENT I, LLC

By: MILTSON CONSULTING, INC., Manager

By: 
A. Jonathan Schwartz, President

By: 
Milton I. Schwartz, Member



Justification Letter



Separator Sheet

KUMMER**KAEMPFER****KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE

aceleste@kkbrf.com
702.693.4215LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.693.4260
Fax: 702.939.8457CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

April 24, 2007

VIA HAND DELIVERYCITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101***Re: Justification Letter
Special Use Permit – Consignment Sales***

To Whom It May Concern:

Please be advised, this office represents the applicant in the above referenced matter. On behalf of Home Consignment (the "Applicant"), we are requesting a special use permit to allow a consignment sales within an approved commercial project. The commercial project is located near Ann Road and US 95, within the Centennial Gateway Shopping Center, in the Town Center area of the City of Las Vegas (the "Site"). The Site is zoned SC-TC (Service Commercial).

Currently, the Town Center Development Standards Manual does not recognize a use for consignment sales. However, the City has filed a text amendment to recognize said use.

The Applicant will occupy a portion of Building C which is located in one of the in-line retail stores north of Centennial Center Boulevard and adjacent to US 95. *See hatched area on the site plan.* The store space is approximately 19,261 square feet. Parking will be provided in the parking lot immediately in front of the store. Since the commercial project has cross access agreements, there is sufficient parking for this use.

The Applicant intends to offer the following used goods for sale: furniture and accessories, fixtures, tableware, pictures, paintings and fine jewelry. Additionally, the Applicant operates an existing consignment store near 215 and Eastern in Clark County.

Since many of the other surrounding tenants include furniture related goods, this type of use would be a compliment to the uses within commercial project. Moreover, given that the store

RECEIVED**SUP-21645
06/14/07 PC**

APR 30 2007



KUMMER

KAEMPFER

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

April 24, 2007

Page 2

would be located adjacent to US 95 and within an approved commercial shopping center, it would be harmonious and compatible with the surrounding area.

Please do not hesitate to contact me if you have any questions.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO



Anthony J. Celeste

AJC/dmf

Encl.

cc: Johnny Crowell

SUP-21645
06/14/07 PC

SOFI



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-21645** APN: 125-27-411-007

Name of Property Owner: Centennial Gateway, LLC

Name of Applicant: Home Consignment Center

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

_____ ☒ 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: _____

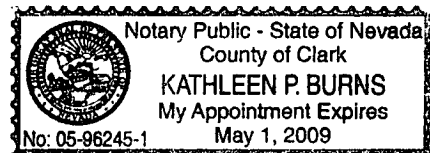
Print Name: TERRI STURM

Subscribed and sworn before me

This 16th day of APRIL, 2007

Kathleen P. Burns

Notary Public in and for said County and State
(CLARK) (NEVADA)



RECEIVED

APR 30 2007

Deed



Separator Sheet

State of Nevada
Declaration of Value

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02883

1. Assessor Parcel Number(s)

- a) 125-27-401-010, 125-27-401-009
b) _____
c) _____
d) _____

2. Type of Property:

- ☐ a) Vacant Land ☐ b) Single Family Residence
☐ c) Condo/Townhouse ☐ d) 2-4 Plex
☐ e) Apt. Bldg. ☐ f) Comm'l Ind'l
☐ g) Agricultural ☐ h) Mobile Home
☐ i) Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property): _____

Transfer Tax Value: _____

Real Property Transfer Tax Due: _____

\$14,220,000.00

\$14,220,000.00

\$35,550.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____

The undersigned declare(s) 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, parties agree that 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: _____

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: State of Nevada Department of
Transportation Right of Way Division
Address: P.O. Box 170
City/State/Zip: Las Vegas, Nevada 89125

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: CENTENNIAL GATEWAY, LLC
Address: 7448 West Sahara Avenue
City/State/Zip: Las Vegas, Nevada 89117

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

Print Name: Nevada Title Company Esc. #: 02-12-1607-DTL
Address: 2500 N. Buffalo, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

RECEIVED

APR 30 2007

SUP-21645
06/14/07 PC

AFTER RECORDING RETURN TO:
NEVADA TITLE COMPANY
2500 North Buffalo, Suite #150
Las Vegas, NV 89128
Ptns. of APN: 125-27-401-008

Mail Tax Statements To:
Centennial Gateway, LLC
7448 West Sahara Avenue
Las Vegas, NV 89117

Project: STP-HDPPE-9116(002)
W.O.: 20200E1R
Ptns. of Parcel: U-095-CL-088.540
Parcels 3 and 10
PE1 and PE3

LEGAL DESCRIPTION PREPARED BY:
HEIDI A. MIRELES
NEVADA DEPT. OF TRANSPORTATION
R/W DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

QUITCLAIM DEED

THIS DEED, made this 26th day of March, 2003, between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called GRANTOR, and Centennial Gateway, LLC hereinafter called GRANTEE,

WITNESSETH

That said GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of Chapter 408 of the Nevada Revised Statutes, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and interest of said GRANTOR in and to that certain real property situated, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being portions of the S 1/2 of the SW 1/4 of Section 27, T. 19 S., R. 60 E., M.D.M., and the individual parcels being more fully described by metes and bounds as follows, to wit:

PARCEL 3

BEGINNING at a point on the left or southwesterly right-of-way line of US-95 Freeway, 280.09 feet left of and at right angles to Highway Engineer's Station "XS" 134+68.68 P.O.T.; said point of beginning further described as bearing N. 84°29'23" E. a distance of 1,581.72 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence S. 83°12'36" W., along said left or southwesterly right-of-way line, a distance of 316.02 feet to a point on the easterly right-of-way line of realigned Buffalo Drive; thence along said easterly right-of-way line of realigned Buffalo Drive the following five (5) courses and distances:

- 1) from a tangent which bears N. 40°23'58" W., curving to the right with a radius of 54.00 feet, through an angle of 39°28'54", an arc distance of 37.21 feet;
- 2) N. 0°55'04" W. - 134.09 feet;
- 3) from a tangent which bears the last described course, curving to the left with a radius of 540.00 feet, through an angle of 71°36'18", an arc distance of 674.86 feet;
- 4) N. 72°31'22" W. - 550.86 feet;
- 5) from a tangent which bears the last described course, curving to the right with a radius of 439.00 feet, through an angle of 68°11'28", an arc distance of 511.77 feet to a point on the south one-sixteenth section line of said Section 27;

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thence S. 89°17'13" E., along said south one-sixteenth section line, a distance of 905.88 feet to a point on said left or southwesterly right-of-way line of US-95 Freeway, thence along said left or southwesterly right-of-way line the following seven (7) courses and distances:

- 1) S. 50°39'02" E. - 29.88 feet;
- 2) S. 33°37'51" E. - 310.30 feet;
- 3) S. 29°14'49" E. - 344.72 feet;
- 4) S. 24°51'22" E. - 335.69 feet;
- 5) S. 26°15'43" E. - 146.21 feet;
- 6) S. 27°39'48" E. - 155.67 feet;
- 7) S. 41°53'18" W. - 23.41 feet to the point of beginning;
said parcel contains an area of 14.68 acres (639,436 square feet).

Said parcel is identified as PARCEL 3, shown on EXHIBIT "A" attached hereto and made a part hereof.

RESERVING unto the GRANTOR the access rights, including the abutter's rights in and to US-95 Freeway, along the following described line:

BEGINNING at a point on the left or southwesterly right-of-way line of US-95 Freeway, 84.80 feet left of and at right angles to Highway Engineer's Station "XS" 147+60.29 P.O.T.; said point of beginning further described as bearing N. 35°40'54" E. a distance of 1,626.29 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence along said left or southwesterly right-of-way line the following eight (8) courses and distances:

- 1) S. 50°39'02" E. - 29.88 feet;
- 2) S. 33°37'51" E. - 310.30 feet;
- 3) S. 29°14'49" E. - 344.72 feet;
- 4) S. 24°51'22" E. - 335.69 feet;
- 5) S. 26°15'43" E. - 146.21 feet;
- 6) S. 27°39'48" E. - 155.67 feet;
- 7) S. 41°53'18" W. - 23.41 feet;
- 8) S. 83°12'36" W. - 316.02 feet to a point on the easterly right-of-way line of realigned Buffalo Drive;

thence from a tangent which bears N. 40°23'58" W., curving to the right along said easterly right-of-way line with a radius of 54.00 feet, through an angle of 39°28'54", an arc distance of 37.21 feet to a point; thence N. 0°55'04" W., along said easterly right-of-way line, a distance of 100.00 feet to the point of ending; said point of ending being 485.81 feet left of and at right angles to the centerline of US-95 Freeway at Highway Engineer's Station "XS" 137+42.19 P.O.T.; said point further described as bearing N. 78°42'58" E. a distance of 1,270.70 feet from said southwest corner of Section 27.

FURTHER RESERVING unto the GRANTOR a perpetual easement for drainage purposes over and upon a portion of the above described PARCEL 3, said easement more fully described by metes and bounds as follows, to wit:

PE 3

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BEGINNING at a point on the left or southwesterly right-of-way line of US-95 Freeway, 280.09 feet left of and at right angles to Highway Engineer's Station "XS" 134+68.68 P.O.T.; said point of beginning further described as bearing N. 84°29'23" E. a distance of 1,581.72 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence S. 83°12'36" W., along said left or southwesterly right-of-way line of US-95 Freeway, a distance of 316.02 feet to a point on the easterly right-of-way line of realigned Buffalo Drive; thence from a tangent which bears N. 40°23'58" W., curving to the right along said easterly right-of-way line with a radius of 54.00 feet, through an angle of 39°28'54", an arc distance of 37.21 feet to a point; thence N. 0°55'04" W., along said easterly right-of-way line, a distance of 7.99 feet to a point; thence N. 85°43'37" E. a distance of 269.61 feet to a point; thence N. 53°22'16" E. a distance of 40.00 feet to a point on said left or southwesterly right-of-way line of US-95 Freeway; thence S. 27°39'48" E., along said southwesterly right-of-way line, a distance of 48.38 feet to a point; thence S. 41°53'18" W., along said southwesterly right-of-way line, a distance of 23.41 feet to the point of beginning; said parcel contains an area of 14.414 square feet (0.33 of an acre).

Said parcel is identified as PE3 shown on EXHIBIT "A" attached hereto and made a part hereof.

The above described PARCEL 3 is SUBJECT TO that certain EASEMENT DEED, dated June 17, 1998, filed for record on June 26, 1998, in Book 980626, as Inst. 03370, Clark County, Nevada, and all other existing utilities whether of record or not.

PARCEL 10

BEGINNING at a point on the northerly right-of-way line of Ann Road and the easterly right-of-way line of Buffalo Drive, 1,588.59 feet left of and at right angles to the centerline of US-95 Freeway at Highway Engineer's Station "XS" 143+14.42 P.O.T.; said point of beginning further described as bearing N. 21°33'45" E. a distance of 53.67 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence N. 0°18'50" W., along said easterly right-of-way line, a distance of 643.14 feet to a point; thence S. 89°33'13" W. a distance of 20.00 feet to a point on the west section line of said Section 27; thence N. 0°18'50" W., along said west section line, a distance of 494.18 feet to a point on the westerly right-of-way line of realigned Buffalo Drive; thence along said westerly right-of-way line the following seven (7) courses and distances:

- 1) from a tangent which bears S. 20°23'20" E., curving to the left with a radius of 510.00 feet, through an angle of 52°08'02", an arc distance of 464.05 feet;
- 2) S. 72°31'22" E. - 550.86 feet;
- 3) from a tangent which bears the last described course, curving to the right with a radius of 460.00 feet, through an angle of 62°29'33", an arc distance of 501.72 feet to a point of compound curvature;
- 4) from a tangent which bears S. 10°01'49" E., curving to the right with a radius of 95.00 feet, through an angle of 35°12'43", an arc distance of 58.38 feet to a point of reverse curvature;
- 5) from a tangent which bears S. 25°10'54" W., curving to the left with a radius of 105.00 feet, through an angle of 26°05'57", an arc distance of 47.83 feet;
- 6) S. 0°55'04" E. - 121.80 feet;
- 7) from a tangent which bears the last described course, curving to the right with a radius of 54.00 feet, through an angle of 32°59'47", an arc distance of 31.10 feet to a point on said northerly right-of-way line of Ann Road;

thence S. 83°12'36" W., along said northerly right-of-way line, a distance of 295.77 feet to a point; thence S. 88°58'40" W., along said northerly right-of-way line, a distance of 821.51 feet to the point of beginning; said parcel contains an area of 19.12 acres (832,889 square feet).

Said parcel is identified as PARCEL 10 shown on EXHIBIT "A" attached hereto and made a part hereof.

20030415
02883

RESERVING unto the GRANTOR the access rights, including the abutter's rights in and to US-95 Freeway, along the following described line:

BEGINNING at a point on the westerly right-of-way line of realigned Buffalo Drive, 581.51 feet left of and at right angles to the centerline of US-95 Freeway at Highway Engineer's Station "XS" 137+88.96 P.O.T.; said point of beginning further described as bearing N. 78°39'08" E. a distance of 1,164.19 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence S. 0°55'04" E., along said westerly right-of-way line a distance of 100.00 feet to a point; thence from a tangent which bears the last described course, curving to the right along said right-of-way line with a radius of 54.00 feet, through an angle of 32°59'47", an arc distance of 31.10 feet to a point on the northerly right-of-way line of Ann Road; thence S. 83°12'36" W., along said northerly right-of-way line, a distance of 100.00 feet to the point of ending; said point of ending being 750.86 feet left of and at right angles to said centerline of US-95 Freeway at Highway Engineer's Station "XS" 137+38.72 P.O.T.; said point further described as bearing N. 85°09'29" E. a distance of 1,039.21 feet from the southwest corner of said Section 27.

FURTHER RESERVING unto the GRANTOR a perpetual easement for drainage purposes over and upon a portion of the above described PARCEL 10, said easement more fully described by metes and bounds as follows, to wit:

PE 1

BEGINNING at a point on the westerly right-of-way line of realigned Buffalo Drive and the northerly right-of-way line of Ann Road, 664.12 feet left of and at right angles to the centerline of US-95 Freeway at Highway Engineer's Station "XS" 136+88.96 P.O.T.; said point of beginning further described as bearing N. 84°59'13" E. a distance of 1,139.16 feet from the southwest corner of Section 27, T. 19 S., R. 60 E., M.D.M.; thence S. 83°12'36" W., along said northerly right-of-way line, a distance of 295.77 feet to a point; thence S. 88°58'40" W., along said northerly right-of-way line, a distance of 385.44 feet to a point; thence along the following three (3) courses and distances:

- 1) N. 1°01'20" W. - 34.80 feet;
- 2) N. 87°12'47" E. - 375.35 feet;
- 3) N. 83°43'37" E. - 314.66 feet to a point on said westerly right-of-way line of realigned Buffalo Drive;

thence S. 0°55'04" E., along said westerly right-of-way line, a distance of 16.04 feet to a point; thence from a tangent which bears the last described course, curving to the right along said westerly right-of-way line, with a radius of 54.00 feet, through an angle of 32°59'47", an arc distance of 31.10 feet to the point of beginning; said parcel contains an area of 29,543 square feet (0.68 of an acre).

Said parcel is identified as PE1 shown on EXHIBIT "A" attached hereto and made a part hereof.

The above described PARCEL 10 is SUBJECT TO any and all existing utilities whether of record or not.

20030415

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed and its seal to be hereunto affixed the day and year first above written.

REVIEWED AND RECOMMENDED BY:

Eugene F. Weight 3/21/03
Eugene F. Weight, District Engineer Date

Herdi A. Mireles 03/25/03
Herdi A. Mireles, Chief Right-of-Way Agent Date

APPROVED FOR LEGALITY AND FORM:

Liesel Freedman 3/21/03
Liesel Freedman, Deputy Attorney General Date

S
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A
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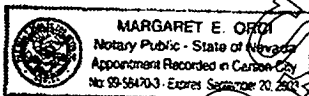
STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

Susan Martinovich 3/26/03
Susan Martinovich, DESA Director Date

STATE OF NEVADA
CARSON CITY

On this 31st day of March, 2003, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Susan Martinovich personally known (or proved) to me to be the Assistant Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
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IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day
and year in this certificate first above written.

Margaret E. Orsi

DOT
030-411
rev. 01/01

Copy

U.S. DEPT. OF JUSTICE

20030415
02883

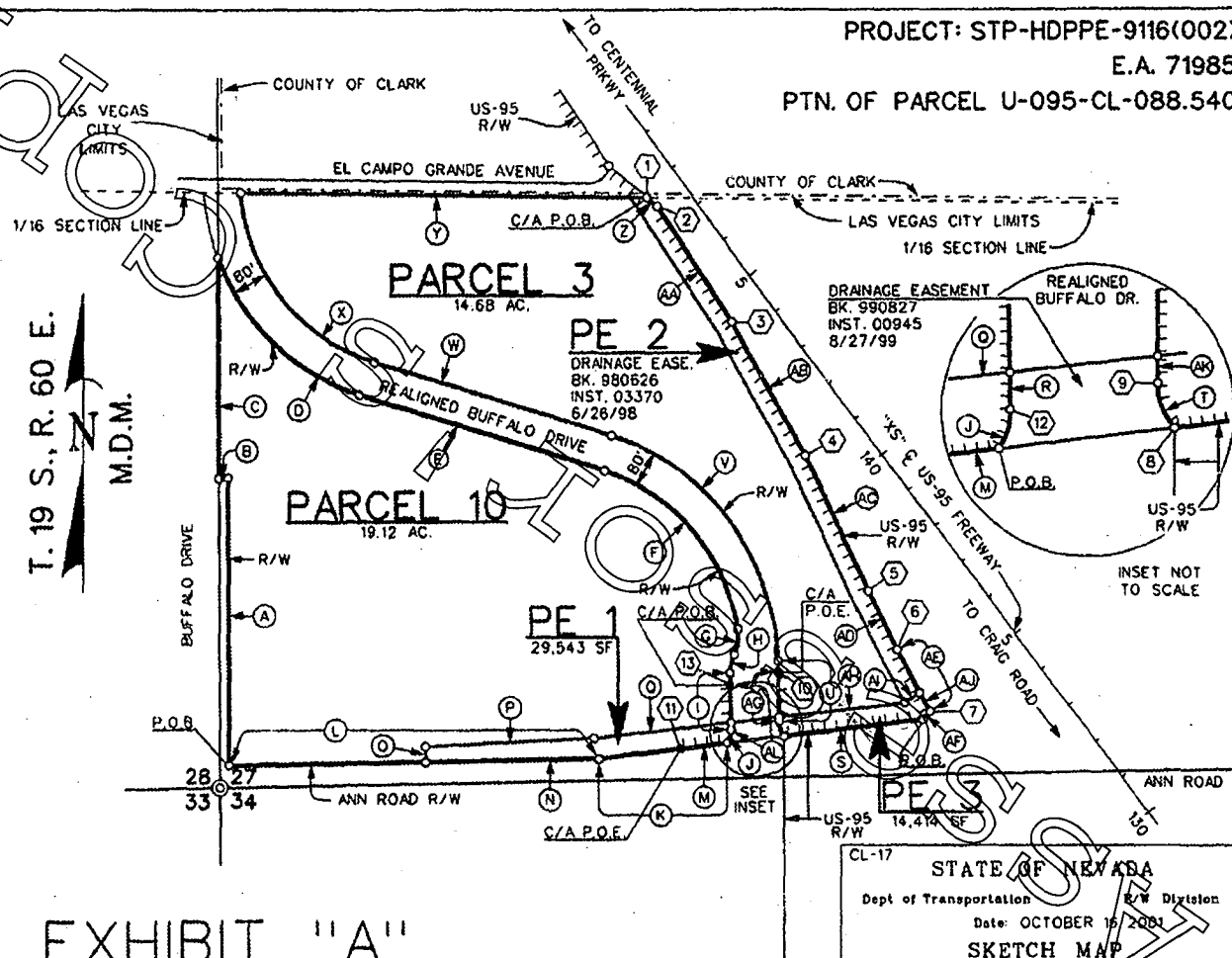
T. 19 S., R. 60 E.
M.D.M.

TRACED:
SAM
CHECKED:
P.T.

EXHIBIT "A"

\\dotm\p1\037\Engineer\Planning\Drawings\U-095-CL-088540.dgn

PROJECT: STP-HDPPE-9116(002)
E.A. 71985
PTN. OF PARCEL U-095-CL-088.540



CL-17
STATE OF NEVADA
Dept of Transportation
Date: OCTOBER 16, 2004
SKETCH MAP
Approved: [Signature]
Scale: 1" = 300'
Sheet 1 of 2 Sheets

Date of last revision: _____

EXHIBIT "B"

PARCEL 3

POB - 480.09' LT "XS" 134° 58' 68" P.O.T.
THE N 84° 29' 23" E - 1,581.72' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(S)	S 83° 12' 36" W - 316.02'
(I)	A - 39° 28' 54" R - 54.00'
	L - 37.21' T.B. - N 40° 23' 58" W
(U)	N 0° 55' 04" W - 7.99'
(V)	A - 71° 35' 18" R - 540.00'
	L - 674.86'
(W)	N 72° 31' 22" W - 550.86'
(X)	A - 48° 11' 21" R - 430.00'
	L - 511.77'
(Y)	S 89° 17' 15" E - 905.88'
(Z)	S 50° 39' 02" E - 79.88'
(AA)	S 53° 37' 51" E - 310.30'
(AB)	S 29° 14' 49" E - 344.72'
(AC)	S 24° 51' 22" E - 335.60'
(AD)	S 26° 15' 43" E - 146.21'
(AE)	S 27° 39' 48" E - 155.67'
(AF)	S 41° 53' 18" W - 23.41'

TOGETHER WITH C/A RIGHTS

POB - 84.80' LT "XS" 147° 51' 30" P.O.T.
THE N 35° 40' 54" E - 1,626.29' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(Z)	S 50° 39' 02" E - 79.88'
(AA)	S 53° 37' 51" E - 310.30'
(AB)	S 29° 14' 49" E - 344.72'
(AC)	S 24° 51' 22" E - 335.60'
(AD)	S 26° 15' 43" E - 146.21'
(AE)	S 27° 39' 48" E - 155.67'
(AF)	S 41° 53' 18" W - 23.41'

(S)	S 83° 12' 36" W - 316.02'
(I)	A - 39° 28' 54" R - 54.00'
	L - 37.21' T.B. - N 40° 23' 58" W
(U)	N 0° 55' 04" W - 7.99'

POE - 485.81' LT "XS" 137° 42' 19" P.O.T.
THE N 78° 42' 58" E - 1,710.70' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

PARCEL 10

POB - 1,588.59' LT "XS" 143° 14' 42" P.O.T.
THE N 21° 33' 45" E - 53.67' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(A)	N 0° 18' 50" W - 643.14'
(B)	S 89° 33' 13" W - 20.00'
(C)	N 0° 18' 50" W - 494.18'
(D)	A - 52° 08' 02" R - 510.00'
	L - 464.05' T.B. - S 20° 23' 20" E
(E)	S 72° 31' 22" E - 550.86'
(F)	A - 52° 28' 33" R - 460.00'
	L - 501.72'
(G)	A - 35° 12' 43" R - 95.00'
	L - 58.38' T.B. - S 10° 01' 49" E
(H)	A - 26° 05' 57" R - 105.00'
	L - 47.83' T.B. - S 25° 10' 54" W
(I)	S 0° 55' 04" E - 121.80'
(J)	A - 32° 59' 47" R - 54.00'
	L - 31.10'
(K)	S 83° 12' 36" W - 295.77'
(L)	S 88° 58' 40" W - 385.44'

TOGETHER WITH C/A RIGHTS

POB - 581.56' LT "XS" 147° 51' 30" P.O.T.
THE N 78° 39' 04" E - 1,664.19' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(A)	S 0° 55' 04" E - 121.80'
(J)	A - 32° 59' 47" R - 54.00'
	L - 31.10'
(M)	S 83° 12' 36" W - 100.00'

PE 1

POB - 664.12' LT "XS" 136° 48' 96" P.O.T.
THE N 84° 59' 13" E - 1,391.16' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(X)	S 83° 12' 36" W - 295.77'
(N)	S 88° 58' 40" W - 385.44'
(O)	N 1° 01' 20" W - 34.80'
(P)	N 87° 12' 42" E - 375.35'
(Q)	N 83° 43' 37" E - 314.66'
(R)	S 0° 55' 04" E - 16.04'
(J)	A - 32° 59' 47" R - 54.00'
	L - 31.10'

PROJECT STP-HOPPE-9116(002)
E.A. 71985

PE 3

POB - 280.09' LT "XS" 134° 58' 68" P.O.T.
THE N 84° 29' 23" E - 1,581.72' FROM THE
SW COR SEC 27, T 19 S, R 60 E, MDM

(S)	S 83° 12' 36" W - 316.02'
(I)	A - 39° 28' 54" R - 54.00'
	L - 37.21' T.B. - N 40° 23' 58" W
(U)	N 0° 55' 04" W - 7.99'
(V)	N 83° 43' 37" E - 289.61'
(W)	N 53° 22' 16" E - 40.00'
(X)	S 27° 39' 48" E - 48.38'
(Y)	S 41° 53' 18" W - 23.41'

MONUMENTATION

- 84.80' LT "XS" 147° 51' 30" P.O.T.
- 77.57' LT "XS" 147° 51' 30" P.O.T.
- 93.60' LT "XS" 144° 41' 42" P.O.T.
- 118.09' LT "XS" 140° 59' 56" P.O.T.
- 206.58' LT "XS" 137° 40' 93" P.O.T.
- 232.89' LT "XS" 136° 27' 11" P.O.T.
- 251.15' LT "XS" 134° 73' 34" P.O.T.
- 554.22' LT "XS" 136° 25' 92" P.O.T.
- 744.18' LT "XS" 136° 61' 60" P.O.T.
- 485.81' LT "XS" 137° 42' 19" P.O.T.
- 408.88' LT "XS" 137° 38' 72" P.O.T.
- 610.88' LT "XS" 137° 07' 76" P.O.T.
- 581.56' LT "XS" 127° 48' 96" P.O.T.

STATE OF NEVADA
Dept of Transportation
Date OCTOBER 1, 2000
Sketch Map
Approved *[Signature]*
Manager, State Engineering
Sheet 2 of 2 Sheets

TRACED
SAM
CHECKED

Assessor's

COPY

***** CLARK COUNTY, NEVADA *****
FRANCES DEANE, RECORDER
RECORDED AT REQUEST OF: NEVADA TITLE COMPANY
04-15-2001 15:14 MZF PAGE COUNT: 8
OFFICIAL RECORDS
BOOK/INSTR: 20030415-02883 FEE: 21.00
PRT: 35,550.00

Legal Description



Separator Sheet

LEGAL DESCRIPTION

PARCEL 3

BEGINNING AT A POINT ON THE LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY, 280.09 FEET LEFT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "XS" 134+68.68 P.O.T.; SAID POINT OF BEGINNING FURTHER DESCRIBED AS BEARING N. 84°29'23" E. A DISTANCE OF 1,581.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, T. 19 S., R. 60 E., M.D.M.; THENCE S. 83°12'36" W., ALONG SAID LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 316.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED BUFFALO DRIVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED BUFFALO DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) FROM A TANGENT WHICH BEARS N. 40°23'58" W., CURVING TO THE RIGHT WITH A RADIUS OF 54.00 FEET, THROUGH AN ANGLE OF 39°28'54", AN ARC DISTANCE OF 37.21 FEET;
- 2) N. 0°55'04" W. – 134.09 FEET;
- 3) FROM A TANGENT WHICH BEARS THE LAST DESCRIBED COURSE, CURVING TO THE LEFT WITH A RADIUS OF 540.00 FEET THROUGH AN ANGLE OF 71°36'18", AN ARC DISTANCE OF 674.86 FEET;
- 4) N. 72°31'22" W. – 550.86 FEET;
- 5) FROM A TANGENT WHICH BEARS THE LAST DESCRIBED COURSE, CURVING TO THE RIGHT WITH A RADIUS OF 430.00 FEET, THROUGH AN ANGLE OF 68°11'28", AN ARC DISTANCE OF 511.77 FEET TO A POINT ON THE SOUTH ONE-SIXTEENTH SECTION LINE OF SAID SECTION 27;

THENCE S. 89°17'13" E., ALONG SAID SOUTH ONE-SIXTEENTH SECTION LINE, A DISTANCE OF 905.88 FEET TO A POINT ON SAID LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY; THENCE ALONG SAID LEFT OF SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) S. 50°39'02" E. – 29.88 FEET;
- 2) S. 33°37'51" E. – 310.30 FEET;
- 3) S. 29°14'49" E. – 344.72 FEET;
- 4) S. 24°51'22" E. – 335.69 FEET;
- 5) S. 26°15'43" E. – 146.21 FEET;

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APR 30 2007

- 6) S. 27°39'48" E. – 155.67 FEET;
- 7) S. 41°53'18" W. – 23.41 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 14.68 ACRES (639,436 SQUARE FEET).

SAID PARCEL IS IDENTIFIED AS PARCEL 3, SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RESERVING UNTO THE GRANTOR THE ACCESS RIGHTS, INCLUDING THE ABUTTER'S RIGHTS IN AND TO US-95 FREEWAY, ALONG THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY, 84.80 FEET LEFT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "XS" 147+80.29 P.O.T.; SAID POINT OF BEGINNING FURTHER DESCRIBED AS BEARING N. 35°40'54" E. A DISTANCE OF 1,626.29 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, T. 19 S., R. 60 E., M.D.M.; THENCE ALONG SAID LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) S. 50°39'02" E. – 29.88 FEET;
- 2) S. 33°37'51" E. – 310.30 FEET;
- 3) S. 29°14'49" E. – 344.72 FEET;
- 4) S. 24°51'22" E. – 335.69 FEET;
- 5) S. 26°15'43" E. – 146.21 FEET;
- 6) S. 27°39'48" E. – 155.67 FEET;
- 7) S. 41°53'18" W. – 23.41 FEET;
- 8) S. 83°12'36" W. – 316.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED BUFFALO DRIVE;

THENCE FROM A TANGENT WHICH BEARS N. 40°23'58" W., CURVING TO THE RIGHT ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A RADIUS OF 54.00 FEET, THROUGH AN ANGLE OF 39°28'54", AN ARC DISTANCE OF 37.21 FEET TO A POINT; THENCE N. 0°55'04" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF ENDING; SAID POINT OF ENDING BEING 485.81 FEET LEFT OF AND AT RIGHT ANGLES TO THE CENTERLINE OF US-95 FREEWAY AT HIGHWAY ENGINEER'S STATION "XS" 137+42.19 P.O.T.; SAID POINT FURTHER DESCRIBED AS BEARING N. 78°42'58" E. A DISTANCE OF 1,270.70 FEET FROM SAID SOUTHWEST CORNER OF SECTION 27.

FURTHER RESERVING UNTO THE GRANTOR A PERPETUAL EASEMENT FOR DRAINAGE PURPOSES OVER AND UPON A PORTION OF THE ABOVE DESCRIBED PARCEL 3, SAID EASEMENT MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WITH:

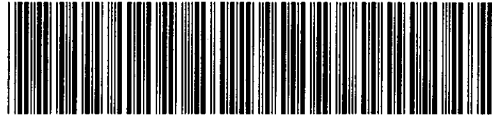
PE 3

BEGINNING AT A POINT ON THE LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY, 280.09 FEET LEFT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "XS" 134+68.68 P.O.T.; SAID POINT OF BEGINNING FURTHER DESCRIBED AS BEARING N. 84°29'23" E. A DISTANCE OF 1,581.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, T. 19 S., R. 60 E., M.D.M.; THENCE S. 83°12'36" W., ALONG SAID LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY, A DISTANCE OF 316.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED BUFFALO DRIVE; THENCE FROM A TANGENT WHICH BEARS N. 40°23'58" W., CURVING TO THE RIGHT ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A RADIUS OF 54.00 FEET, THROUGH AN ANGLE OF 39°28'54", AN ARC DISTANCE OF 37.21 FEET TO A POINT; THENCE N. 0°55'04" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.99 FEET TO A POINT; THENCE N. 83°43'37" E. A DISTANCE OF 289.61 FEET TO A POINT; THENCE N. 53°22'16" E. A DISTANCE OF 40.00 FEET TO A POINT ON SAID LEFT OR SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95 FREEWAY; THENCE S. 27°39'48" E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 48.38 FEET TO A POINT; THENCE S. 41°53'18" W., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 23.41 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS AN AREA OF 14,414 SQUARE FEET (0.33 OF AN ACRE).

SAID PARCEL IS IDENTIFIED AS PE3 SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THE ABOVE DESCRIBED PARCEL 3 IS SUBJECT TO THAT CERTAIN EASEMENT DEED, DATED JUNE 17, 1998, FILED FOR RECORD ON JUNE 26, 1998, IN BOOK 980626, AS INSTRUMENT 03370, CLARK COUNTY, NEVADA, AND ALL OTHER EXISTING UTILITIES WHETHER OF RECORD OR NOT.

Project Checklist



PROJECT CHECKLIST

Separator Sheet

City of Las Vegas

CURRENT PLANNING PROJECT CHECKLIST

Project Name: SUP-21645
 Applicant Name: Jabitha Ketch Telephone: 702-7000
 Project Number: _____ Ward Number: _____

STAFF ACTIONS

Initial/Date

Initial/Date

☐ Pre-App. Meeting Date: _____ ☐ DRT Outcome: _____
☐ App. Filing Date: _____ ☐ Applicant Contacted: _____
☐ App. Accuracy Checked: _____ ☐ Site Visit Completed: _____
☐ Routing Form Sent: 05-04-07 ☐ Photos Taken: _____
☐ DRT Meeting Date: 05-14-07

Notes: _____

P. C. ACTIONS

Initial/Date

Initial/Date

☐ Hearing Notice Rec'd: _____ ☐ PC Meeting Date: 6-14-07
☐ Hearing Notices Mailed: 6-1-07 ☐ PC Action: _____
☐ Draft Report Sent to PC: 6-8-07 ☐ Letter to Applicant: 6-1-07
☐ Final Report Reviewed: _____ ☐ PC Minutes Filed: _____

Additional PC Conditions: _____

C. C. ACTIONS

Initial/Date

Initial/Date

☐ CC Report Completed: _____ ☐ CC Resolution Filed: _____
☐ CC Meeting Date: _____ ☐ CC Minutes Filed: _____
☐ CC Action: _____ ☐ Final Plans Submitted: _____
☐ Letter to Applicant: _____ ☐ Ordinance Completed: _____
☐ Conditions Checked: _____

☐ RELATED FILES: _____

☐ See ADMINISTRATIVE ACTIONS Sheet

Pre-Application Conference		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST		Additional Notes
Item Required				
YES	NO			
APPLICATION				
☒	☐	Signed and notarized by <i>all</i> property owners or authorized agent(s)		Do not accept application until ordinance for Secondhand Dealer in Town Ctr. scheduled for CC.
☒	☐	Grant deed and legal description		
☒	☐	<i>Detailed</i> justification letter		
☒	☐	Reduced 8.5" x 11" copy of <i>all</i> plans and elevations		
☒	☐	Full size, rolled, color copy of <i>all</i> plans and elevations		
☒	☐	Correct fee(s): \$500 \$300 \$ — Total = \$ 800		
☒	☐	Statement of Financial Interest		
☐	☒	Development Impact Notice and Assessment (DINA)		
☐	☒	Project of Regional Significance		
SITE PLAN Folded				
☒	☐	11" x 17" min. to 24" x 36" max. page size		TXT-1991Z 3/22/07 FC CC/ORD sch ORD TO 5/16/07 CC
☒	☐	North arrow, scale, and vicinity map		
☒	☐	<i>All</i> property lines and present dimensions labeled		
☒	☐	<i>All</i> building setbacks labeled		
☒	☐	<i>All</i> adjacent existing land uses and street names labeled		
☒	☐	<i>All</i> points of ingress and egress shown		
☒	☐	ADA accessibility requirements shown/labeled		
☒	☐	Parking standard(s) utilized: 1:250		
☒	☐	Parking space count and typical dimensions labeled #regular 1357 #compact #handicap 24 Total 1383		
☒	☐	<i>All</i> free-standing sign locations shown and heights and sizes noted		
LANDSCAPE PLAN Folded Plans: Rolled/Colored Plans:				
☐	☒	11" x 17" min. to 24" x 36" max. page size		
☐	☒	North arrow, scale, and vicinity map		
☐	☒	<i>All</i> property lines and present dimensions labeled		
☐	☒	<i>All</i> required perimeter landscape planters shown		
☐	☒	<i>All</i> required parking lot fingers/islands shown		
☐	☒	Quantity, size, species/variety of <i>all</i> trees, shrubs, and ground cover		
BUILDING ELEVATIONS Folded Plans: Rolled/Colored Plans:				
☐	☒	11" x 17" min. to 24" x 36" max. page size		RECEIVED APR 30 2007
☐	☒	Scale and building dimensions labeled		
☐	☒	North, south, east, and west elevations of <i>all</i> buildings		
☐	☒	<i>All</i> building materials and colors noted		
☐	☒	8" x 10" photo of original color and material board		
☐	☒	<i>All</i> wall sign locations shown and sizes noted		
FLOOR PLANS Folded Plans: Rolled Plans: /				
☒	☐	11" x 17" min. to 24" x 36" max. page size		1 - reduced
☒	☐	Scale and building dimensions labeled		
☒	☐	<i>All</i> building entrances/exits shown		
☒	☐	Use of <i>all</i> rooms noted/labeled		

THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

Applicant: KKBRAF Application Type: SUP-Second Hand Dealer
 APN: 125-27-411-007 Location: Ann & 95
 Planner: ML Pre-App Meeting Date: 3/28/07 Earliest PC Date: 5/24/07



☒ Meeting

☐ Telephone

Conversation Record

Project Name Consignment of Furniture & Jewelry

Page 1 of 1

Date / /

Time : am pm

Conversation between CLV Representative(s):
and,

Name	Company/Department	Phone	FAX
<u>Mark Alvarez</u>	<u>KKBR&F</u>		
<u>Tabitha Keetch</u>	<u>KKBR&F</u>		

☐ see Meeting Attendance Sheet

Comments:

No action on SUP until ordinance
is adopted.

Extraction List



Separator Sheet

13/9

PARCELS	175
LABELS	170

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
ALVAREZ RAMON JR & LIDIA	5805 SILVER HEIGHTS ST LAS VEGAS NV	12534197001
ANDAL MARK	7621 RAVEN HILLS DR LAS VEGAS NV	12528897004
ANDERSON CARROLL E & JACQUELINE	5624 DAWNBREAK DR LAS VEGAS NV	12527311001
ARMFIELD J A	7609 DESERT BREEZE AVE LAS VEGAS NV	12528812048
ASSAD EMAN & MARHEJ	5744 DESERT SKY WY LAS VEGAS NV	12528814041
AVILA-VALENCIA FRANCISCO JAVIER	5813 SILVER HEIGHTS ST LAS VEGAS NV	12528812028
BAILEY ALBERT W III & SUSIE ANN	6786 HARTSWORTH DR LAKELAND FL	12528812012
BAKER GEORGE C JR LIVING TRUST	1484 N 1ST AVE UPLAND CA	12527311003
BARROQUE ABRAHAM F & EDWINA R	7282 GOLDEN STAR AVE LAS VEGAS NV	12528814040
BARROSO NABOR M & YOLANDA T	325 BLUERIDGE CT SOLEDAD CA	12528814025
BATES SHANDA K	5804 SILVER HEIGHTS ST LAS VEGAS NV	12527310032
BAUMGARTNER DAVID	5740 BOLTON BAY WY LAS VEGAS NV	12528812051
BEAUVAIS BART TRUST	8201 OCEAN TERRACE WY LAS VEGAS NV	12527311047
BLASER BREANNE	7640 RAVEN HILLS DR LAS VEGAS NV	12528815018
BOYD MICHAEL & BRENDA	7628 DESERT BREEZE AVE LAS VEGAS NV	12527310025
BRANCATO VICTORIA L	7625 DESERT BREEZE AVE LAS VEGAS NV	12528812021
BRENNAN FAMILY TRUST	5621 DAWNBREAK DR LAS VEGAS NV	12528812035
BRINKMAN DAVID	7612 RAVEN HILLS DR LAS VEGAS NV	12528812024
BRYANT SUSAN P	5725 HEATHERWOOD ST LAS VEGAS NV	12528814029
BURRI LIVING TRUST	5621 DESERT CREEK WY LAS VEGAS NV	12528812014
BURROUGHS PHILIP T & DOROTHY C	7629 DESERT CACTUS CIR LAS VEGAS NV	12528811006
BUSHNELL TERRY L	5700 BOLTON BAY WY LAS VEGAS NV	12528814010
BUTTA MICHAEL A & CHRISTIANE	7637 RAVEN HILLS DR LAS VEGAS NV	12528812056
C F T DEVELOPMENT L L C	1683 WALNUT GROVE AVE ROSEMEAD CA	12528815028
CARPENTER JOHN & CARLA	7701 SANDRIDGE CT LAS VEGAS NV	12528812044
CARRILLO ALICIA MUNOZ	5701 HEATHERWOOD ST LAS VEGAS NV	12527411012
CARRUTHERS MARK	7705 SANDRIDGE CT LAS VEGAS NV	12528815051
CASTELLI CHRISTOPHER	P O BOX 2411 NOVATO CA	12528813002
CENTENNIAL CENTRE L L C	7448 W SAHARA AVE LAS VEGAS NV	12528815050
CENTENNIAL CORPORATE CENTER LLC	%AQUILA MGT L L C %M STIPP 5495 S RAINBOW BLVD #202 LAS VEGAS NV	12528816040
		12528701005
		12534116003

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
CENTENNIAL GATEWAY L L C	7448 W SAHARA AVE LAS VEGAS NV	12527411011
CENTENNIAL GATEWAY L L C	7448 W SAHARA AVE LAS VEGAS NV	12527411001
CENTENNIAL GATEWAY L L C	7448 W SAHARA AVE LAS VEGAS NV	12527411007
CERBANA MA-CHRISTIAN & CHERLYN A	7617 RAVEN HILLS DR LAS VEGAS NV	12528812049
CHAMBERLAIN DEVELOPMENT L L C	1150 W WASHINGTON #120 TEMPE AZ	12527411008
CHUNG JOSEPH B & IRENE L	45-875 KAPOO ST KANEOHE HI	12528812057
CLARK CHARLES JR & JOY L	11905 SHOVELER CT WALDORF MD	12527310031
COLEMAN ELLEN & RICHARD	5704 BOLTON BAY WY LAS VEGAS NV	12528815027
CONTRERAS JON MICHAEL	5713 HEATHERWOOD ST LAS VEGAS NV	12528811009
COPPOLETTA STEPHEN G & MARGARET	5732 BOLTON BAY WY LAS VEGAS NV	12528815020
CZLAPINSKI HAROLD R JR	7613 DESERT CACTUS CIR LAS VEGAS NV	12528812060
DARLINGTON DEE-ANNA	7632 CROSS LN LAS VEGAS NV	12528814004
DAVIS JEFFREY T	5745 HEATHERWOOD ST LAS VEGAS NV	12528811001
DAVIS JOHN D & MARIESA A	7633 RAVEN HILLS DR LAS VEGAS NV	12528812045
DERBONNE FAMILY TRUST	32561 BALEARIC MONARCH BEACH CA	12528814011
DESERT CREEK ASSOCIATES	%IDEAL COMMUNITY MGMT 3470 W CHEYENNE AVE #200 NO LAS VEGAS NV	12528814045
DESERT CREEK OWNERS ASSOCIATION	%IDEAL COMMUNITY MGMT 3470 W CHEYENNE AVE #200 NO LAS VEGAS NV	12528815053
DINARDI JOHN J SR & KIM A	5632 DAWNBREAK DR LAS VEGAS NV	12528814043
DOCGORM L L C	%S GORMAN 5720 TURKEY LN LAS VEGAS NV	12527410009
DUDE KEVIN A & ANNETTE	5700 DESERT SKY WY LAS VEGAS NV	12528812001
DUFFY DAVID W & LAURA J	5633 DESERT CREEK WY LAS VEGAS NV	12528814001
EAGLE-FAIRVIEW INVEST CO L L C	%W SPOOR 313 PILOT RD #A LAS VEGAS NV	12527411005
EAKINS JOSHUA K	%FIRST NATL BANK AZ 14635 N KIERLAND BLVD #201 SCOTTSDALE AZ	12527310023
EDLER BARBARA R TRUST	7633 CROSS LN LAS VEGAS NV	12528814007
ELLIS TOMMIE	5733 HEATHERWOOD ST LAS VEGAS NV	12528811004
ENGSTROM SHEILA J	5704 DESERT SKY WY LAS VEGAS NV	12528812002
EVERETT IRENE	5628 BOLTON BAY WY LAS VEGAS NV	12528816038
F A ACQUISITIONS V L L C ETAL	%UNITED DODGE 5750 SKY POINTE DR LAS VEGAS NV	12527402005
FAHY ARTHUR E JR & FRANCES A	7624 DESERT BREEZE AVE LAS VEGAS NV	12528812034
FELKINS CHARLES E JR ETAL	268 SIERRA WY CHULA VISTA CA	12527310020
FLORES-RODRIGUEZ LYDIA	7704 PINE FALLS DR LAS VEGAS NV	12528815017
FOSTER DANIEL	946 OAK GLEN IRVINE CA	12528815048

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
FOUST THOMAS M	7283 GOLDEN STAR AVE LAS VEGAS NV	12527310024
FRANC DALE V & JOY B	7709 PINE FALLS DR LAS VEGAS NV	12528815043
FREDERICK ARTHUR & SHARON	7633 DESERT BREEZE AVE LAS VEGAS NV	12528812023
FREEMAN ROOSEVELT	7287 GOLDEN STAR AVE LAS VEGAS NV	12527310026
FUNDERBURKE TONYA TALISA	5740 DESERT SKY WY LAS VEGAS NV	12528812011
GARCIA MICHAEL	7624 RAVEN HILLS CT LAS VEGAS NV	12528812017
GARTNER NICHOLAS P & TERESA L	7291 GOLDEN STAR LAS VEGAS NV	12527310028
GORGAS GAYLENA S	5736 BOLTON BAY WY LAS VEGAS NV	12528815019
GRAITGE PAUL W III & M ELAINE	7621 DESERT BREEZE LAS VEGAS NV	12528812025
GROSS RUBEN & DIANA L	5800 SILVER HEIGHTS ST LAS VEGAS NV	12527310033
HAFEN JERALD L & DINAH W	8435 W LA MADRE LAS VEGAS NV	12528812037
HAMDAN RABIH M & ROLA	7701 PINE FALLS DR LAS VEGAS NV	12528815045
HAMILTON JOHN J & MARIA G	5628 DAWNBREAK DR LAS VEGAS NV	12528814042
HAYWOOD CAROLYN	2309 N DECATUR #C LAS VEGAS NV	12528812033
HEINONEN JOHN J JR	7286 GOLDEN STAR AVE LAS VEGAS NV	12527310030
HOFF R TODD & DAYNA K	7613 RAVEN HILLS DR LAS VEGAS NV	12528812050
HOLMAN JONATHAN R & SHANNON	7637 DESERT BREEZE AVE LAS VEGAS NV	12528812022
HOUSING AUTHORITY CITY OF LV	P O BOX 1897 LAS VEGAS NV	12527310027
HREN REGINALD S	5728 DESERT SKY WY LAS VEGAS NV	12528812008
HUFFMAN PATRICIA A	5728 BOLTON BAY WY LAS VEGAS NV	12528815021
HUTCHINS ADAM W	7629 CROSS LN LAS VEGAS NV	12528814008
IN-N-OUT BURGERS	%REAL EST & DEV 13502 HAMBURGER LN BALDWIN PARK CA	12527411006
J W MANAGEMENT CORP	4235 THUNDER TWICE LAS VEGAS NV	12528814036
JOHNSON ARTHUR	22530 3RD ST #108 HAYWORD CA	12528815046
JOHNSON CRAIG R	5720 DESERT SKY WY LAS VEGAS NV	12528812006
JOHNSON GINETTE	2252 SILK TREE DR TUSTIN CA	12528811010
JOHNSON LISA M	7621 DESERT CACTUS CIR LAS VEGAS NV	12528812058
JOHNSON TIM E	5716 DESERT SKY WY LAS VEGAS NV	12528812005
KAGEHIRO KENICHI & ISABELLE	6132 ERLANGER ST SAN DIEGO CA	12528812026
KELSAY KERRY MICHAEL & TAMMIE L	8895 EL CAMPO GRANDE LAS VEGAS NV	12528815016
KENNEY ANDREA M	5736 DESERT SKY WY LAS VEGAS NV	12528812010
KOLLEN ANDY J	6109 CAMAS CANYON AVE LAS VEGAS NV	12528812047

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
KOLLEN ANDY J	6109 CAMAS CANYON AVE LAS VEGAS NV	12528811002
KULAR MALKIT S	5612 DAWNBREAK DR LAS VEGAS NV	12528814038
LAS VEGAS 9-B II L L C	%ACACIA CAPITAL CORP 101 S ELLSWORTH AVE #300 SAN MATEO CA	12527302007
LAS VEGAS 9-B L L C	%ACACIA CAPITAL CORP 101 S ELLSWORTH AVE #300 SAN MATEO CA	12527302006
LAURIE JAMES P & LOUISE B	7628 DESERT CACTUS CIR LAS VEGAS NV	12528812055
LEACH DENNIS E & AWILDA M	7705 PINE FALLS DR LAS VEGAS NV	12528815044
LESKO RYAN R	5712 DESERT SKY WY LAS VEGAS NV	12528812004
LINDSAY HAROLD	5632 BOLTON BAY WY LAS VEGAS NV	12528816039
LUCAS ROSE MARIE	5728 HEATHERWOOD ST LAS VEGAS NV	12528812043
LUNA ESPERANZA P	7601 DESERT BREEZE AVE LAS VEGAS NV	12528812030
MANN JENNETTE L	5708 HEATHERWOOD ST LAS VEGAS NV	12528812038
MARCO & MARIE PALACIOS FAMILY TR	2824 E VIKING RD LAS VEGAS NV	12528814012
MASSANARI JOSEF GREGORY MCCOY	5708 DESERT SKY WY LAS VEGAS NV	12528812003
MCKENZIE CLAYTON L & LYNDIA D	7632 RAVEN HILLS DR LAS VEGAS NV	12528812019
MESSOL WILLIAM & KATHRINE M	7620 RAVEN HILLS LAS VEGAS NV	12528812016
MIANO LUIS A & SABINA A	5809 SILVER HEIGHTS ST LAS VEGAS NV	12527311002
MIDDLETON BRIAN J	5625 DAWNBREAK DR LAS VEGAS NV	12528814028
MIELA STANLEY J TRUST	7712 PINE FALLS DR LAS VEGAS NV	12528815015
MILLS SHANE & SANDY	7616 DESERT CACTUS CIR LAS VEGAS NV	12528812052
MOORE MILLIE & MILLIE A	5720 BOLTON BAY WY LAS VEGAS NV	12528815023
MORRIS GERALD F	5712 HEATHERWOOD ST LAS VEGAS NV	12528812039
MOTOYAMA LANCE I & LIANE S	5716 BOLTON BAY WY LAS VEGAS NV	12528815024
MUNOZ KIMBERLY	5732 DESERT SKY WY LAS VEGAS NV	12528812009
N G P REALTY SUB L P	%AMERICAN GOLF CORP %S BERMUDEZ 2951 28TH ST SANTA MONICA CA	12534110001
NAKAMOTO GUY YASUHIKO	2041 HOOLEHUA ST PEARL CITY HI	12528812059
NAKAMOTO HARVEY MASAJI TRS ETAL	98-870 KAAHELE ST AIEA HI	12528813004
NORLAN URSULA F REVOCABLE LIV TR	7636 CROSS LN LAS VEGAS NV	12528814005
NORTHWEST AUTOWORLD LTD	5850 CENTENNIAL CENTER BLVD LAS VEGAS NV	12527301007
O T B 95 PARTNERS L L C	P O BOX 80340 RANCHO SANTA MARGARITA CA	12527411009
OLARTE-CORREA MAURICIO	5721 HEATHERWOOD ST LAS VEGAS NV	12528811007
ORNELAS ADELINA V & JOSE A	7613 DESERT BREEZE LAS VEGAS NV	12528812027
PAINTED DESERT COMMUNITY ASSN	5565 PAINTED MIRAGE RD LAS VEGAS NV	12534110002

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
PEDERSEN ROBERT J & DOLORES Y	5640 BOLTON BAY WY LAS VEGAS NV	12528815029
PEPPER JOSHUA MICHAEL	7605 DESERT BREEZE AVE LAS VEGAS NV	12528812029
PLANISKY STANLEY R	5629 DESERT CREEK WY LAS VEGAS NV	12528814002
PRALL MARILYN LIVING TRUST	5724 HEATHERWOOD ST LAS VEGAS NV	12528812042
PRICER JAMES	5609 DAWNBREAK DR LAS VEGAS NV	12528814032
RADERMACHER REINER & S TR	10508 SHOALHAVEN DR LAS VEGAS NV	12528815047
RENSHAW JAMIE	5729 HEATHERWOOD ST LAS VEGAS NV	12528811005
RITENOUR JOSEPH	5624 DESERT CREEK WY LAS VEGAS NV	12528814027
ROBINSON CLARENCE & ETHEL L	5608 DAWNBREAK DR LAS VEGAS NV	12528814037
ROBINSON CRYSTAL	7612 DESERT BREEZE AVE LAS VEGAS NV	12528812031
ROSCOE DUANE C	7629 RAVEN HILLS DR LAS VEGAS NV	12528812046
RUBIN STUART H & WENDY C	5608 DESERT CREEK DR LAS VEGAS NV	12528814023
RUSSELL MARLA J TRUST	7279 GOLDEN STAR AVE LAS VEGAS NV	12527310022
SAITTA FAMILY TRUST	1600 SILVER OAK ST LAS VEGAS NV	12527410006
SALLABERRY JAMES & SUSAN	5512 IRISH SPRINGS ST LAS VEGAS NV	12528812053
SAPUTO GIUSEPPE & NANCY A	6440 SKY POINTE #140-350 LAS VEGAS NV	12528814009
SCHAFF 3 L L C	3434 N FM 17 ALBA TX	12528814035
SCHOMMER KIMBERLY A	5700 HEATHERWOOD ST LAS VEGAS NV	12528812036
SHIGEZAWA JEFFREY TOSHIKAZU TRS	1519 HALEKOA DR HONOLULU HI	12528812018
SMITH WILLIAM R & FLORCERPINA B	5613 DAWNBREAK DR LAS VEGAS NV	12528814031
SOWELL MICHAEL F & ELLEN M	5612 DESERT CREEK DR LAS VEGAS NV	12528814024
STACKHOUSE JAMES & TRACI	5712 BOLTON BAY WY LAS VEGAS NV	12528815025
STARBIRD ROBERT L & MYRNA M	5969 N RILEY ST LAS VEGAS NV	12528815022
STARKING DAWN	7628 CROSS LN LAS VEGAS NV	12528814003
STEEHLER STEVEN M	10115 JEFFREYS #2107 LAS VEGAS NV	12528811008
STEELE SAMUEL D	7608 RAVEN HILLS DR LAS VEGAS NV	12528812013
STRONG GARRICK R	7616 DESERT BREEZE AVE LAS VEGAS NV	12528812032
SUDWEEKS DEAN K	5601 DAWNBREAK DR LAS VEGAS NV	12528814034
TAUSENDFREUND TRUST	7700 KASMERE FALLS DR LAS VEGAS NV	12528815030
TAYLOR THOMAS D	7645 DESERT BREEZE AVE LAS VEGAS NV	12528813003
TERBERG GARRETT III & DONNA	7600 CROSS LN LAS VEGAS NV	12528814044
THELEN GARY L JR & KATRINA L	5737 HEATHERWOOD LAS VEGAS NV	12528811003

Report of All Selected Parcels**Case Number:** SUP-21645**Printed On:** Fri: May 11, 2007

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
THOMSON ANGIE A	5716 HEATHERWOOD ST LAS VEGAS NV	12528812040
TOLLER JAMES D II	7636 RAVEN HILLS DR LAS VEGAS NV	12528812020
TYLER TRACY	5605 DAWNBREAK DR LAS VEGAS NV	12528814033
URQUIAGA SANTIAGO	3396 VALLEY LN LAS VEGAS NV	12527310021
VLLASA SABIRE & HALIDE	5604 DESERT CREEK DR LAS VEGAS NV	12528814022
WARNER MARK & STACY M	5708 BOLTON BAY WY LAS VEGAS NV	12528815026
WATTERS JAMES M & SUSAN F	5222 SAWYER AVE LAS VEGAS NV	12528814039
WILLIAMS GRADY J & BETTY	5724 DESERT SKY WY LAS VEGAS NV	12528812007
WILSON E ALLEN JR & DEANNA L	5720 HEATHERWOOD ST LAS VEGAS NV	12528812041
WINSOR SOPHIA	7616 RAVEN HILLS DR LAS VEGAS NV	12528812015
WORTHINGTON BILL	5705 HEATHERWOOD ST LAS VEGAS NV	12528813001
WYANT FRANK P	958 EMORY AVE CAMPBELL CA	12527310029
YOSHIDA SAMUEL K L & MALINDA L	5617 DAWNBREAK DR LAS VEGAS NV	12528814030
YURIAR RIC	4617 BRADPOINT DR LAS VEGAS NV	12528814026
ZIEGLER ERIC & JENNIFER	7624 DESERT CACTUS CIR LAS VEGAS NV	12528812054

Route Form



)

Separator Sheet

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM REQUEST FOR COMMENT

FROM: *PLANNING AND DEVELOPMENT*

SUP-21645

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	RICK SCHROEDER	DSC

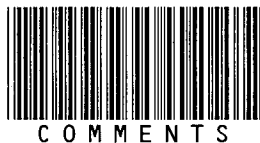
SENT VIA COURIER/INTER-OFFICE MAIL/ OR US MAIL

<CCSD>	GUY CORRADO	4212 EUCALYPTUS ANNEX
METRO	SGT. ROBERT ROSHACK	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	DAVID BRATCHER	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 nd FLOOR CITY HALL
*TEFO (DPW)	TOM WILKING	3104 BONANZA ROAD
*SID (DPW)	T. McDANIEL	4 th FLOOR CITY HALL
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD

*** 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>**

SUP & SNC
05/02/2007

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

SUP-21645 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HOME CONSIGNMENT CENTER / OWNER: CENTENNIAL GATEWAY, LLC. - Request for a Special Use Permit TO ALLOW SECOND HAND SALES WITHIN AN APPROVED COMMERCIAL CENTER on 8.8 acres at 5720 Centennial Center Boulevard (APN 125-27-411-007), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

PLANNING COMMISSION: **JUNE 14, 2007**

CASE PLANNER: **ANDY REED**



PUBLIC HEARING

CITY COUNCIL: IF APPROVED: **JULY 11, 2007**

IF DENIED: **P.C. FINAL ACTION** (Unless appealed within 10 days)

Comments Due: **MAY 15, 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 Dorothy Marsili (damarsili@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:

~~Las Vegas Metropolitan Police Department~~
Office of Intergovernmental Services

No Significant Law Enforcement Issue

[Signature] 5/14/07

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 *BA*
CC: Ed Byrge, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan R. Riekk, Survey (FM, PM, & A's only)
Date: May 14, 2007
Re: **SUP-21645** Home Consignment Center 5720 Centennial Center Boulevard
Request for a Special Use Permit for a second hand sales

COMMENTS:

We have no comment on the request for a Special Use Permit for property located at 5720 Centennial Center Boulevard to allow second hand sales within the approved Centennial Gateway Commercial Subdivision.

DINA Letter



Separator Sheet

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301

Fax: 702-474-0352

TTY: 702-386-9108

www.lasvegasnevada.gov

June 25, 2007

Stan Olsen
Metropolitan Police Department
Intergovernmental Services
400 Stewart Ave.
7th Floor
Las Vegas, NV 89101

Re: Development Impact Notice and Assessment (DINA)
Project of Regional Significance

Vizcarra's Guest House
22261
140-29-612-011

Dear Mr. Olsen,

Pursuant to 1999 Statutes of Nevada, Chapter 481, and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that the project in reference is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan, and your Agency may be affected by the proposal.

It is the responsibility of the affected Agency to determine whether the proposed project would have a negative impact on the level of services it provides and if any mitigation measures to reduce the impacts of the project are necessary.

Therefore, as an affected Agency, this Environmental Impact Assessment referral is being forwarded for your review of potential negative impacts and to request your comments. Such comments may propose suggestions for mitigation measures to reduce any such negative impacts.

Comments must be submitted to the Department no later than July 10, 2007.

Sincerely,

Andy Reed
Planning Supervisor
areed@lasvegasnevada.gov
(702) 229-6882

**Las Vegas Metropolitan Police Dept.
Office of Intergovernmental Services**

No Law Enforcement Issue

Enclosures:

1. Environmental Impact Assessment Report(22261)
2. Location Map
3. Project Plans

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)

Larry Brown
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow

City Manager
Douglas A. Selby



TXT-19912 - Consignment Sales in Town Center

Meeting w/Business Licensing 3/2 to address licensing issues; draft sent CM Ross for approval on 3/5; Ross approved draft on 3/8; to CAO 3/23; CAO provided draft 4/4; approved by staff 4/4; 1st reading 4/18; recommending 5/1; 2nd reading 5/2; adoption 5/16;

Affidavit of Sign Posting

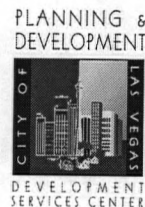


AFFIDAVIT OF SIGN POSTING

Separator Sheet



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



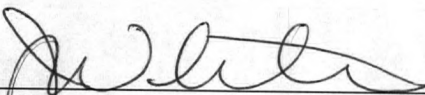
CASE NUMBER: SUP-21645

MEETING DATE: 06/14/07 PC

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing.



Centennial Center


Signature

6-03-07
Date

This affidavit must be returned to the Planning and Development Department, Current Planning Division, located at 731 South 4th Street during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.