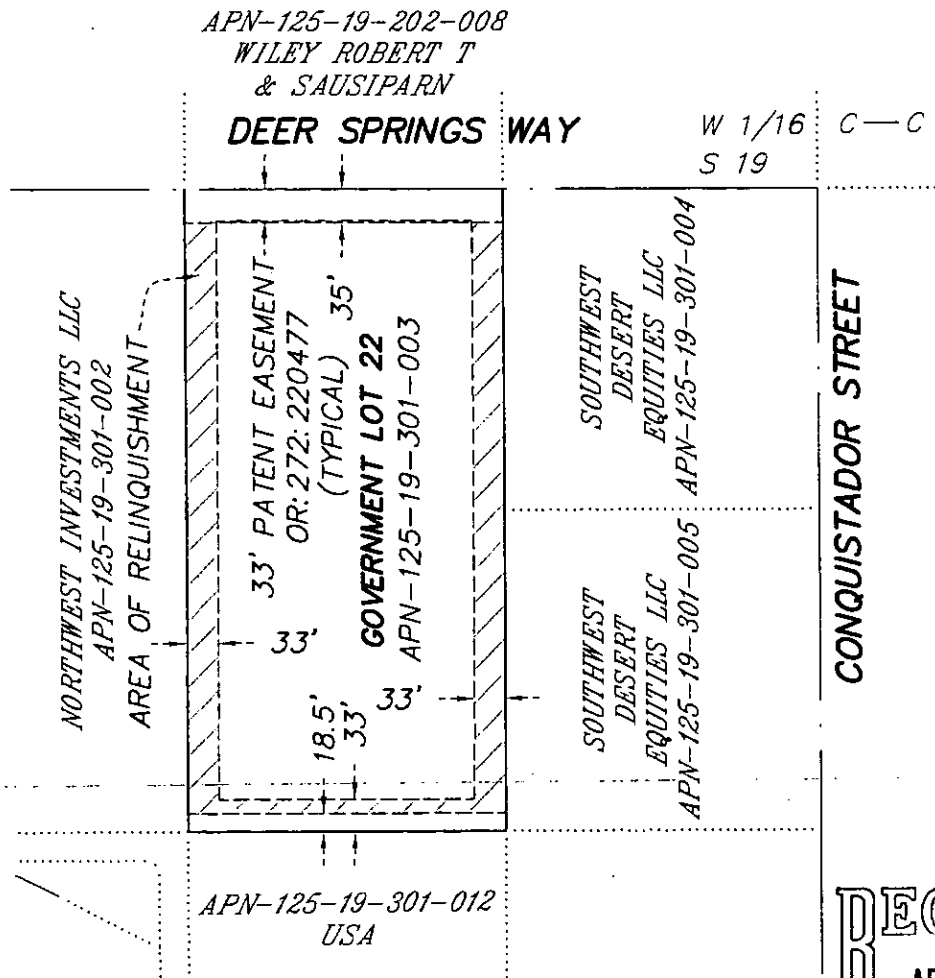


PATENT EASEMENT RELINQUISHMENT
A PORTION OF GOVERNMENT LOT 22, SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK
COUNTY, NEVADA.



RECEIVED
APR 12 2010



EXHIBIT "A"
PAGE 2 OF 2

**WALLACE-MORRIS
SURVEYING, INC.**
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EOT-37924

PATENT EASEMENT RELINQUISHMENT
A PORTION OF GOVERNMENT LOT 21, SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK
COUNTY, NEVADA.

APN:125-19-202-009
PINNACLE NEVADA CORP

DEER SPRINGS WAY

W 1/16 C—C
S 19

DESERT HILLS PROPERTIES LLC
APN:125-19-301-003

NORTH HALF (N 1/2)
GOVERNMENT LOT 21
APN: 125-19-301-004

AREA OF
RELINQUISHMENT

33' PATENT EASEMENT
OR: 156:127964
(TYPICAL)

SOUTH HALF (S 1/2)
GOVERNMENT LOT 21
APN: 125-19-301-005

APN:125-19-301-006
USA

CONQUISTADOR STREET

RECEIVED
APR 12 2010

RECEIVED

MAY 08 2008

BRAIN SURGERY LLC
APN:125-19-301-013



WALLACE-MORRIS
SURVEYING, INC.
LAND SURVEY CONSULTING

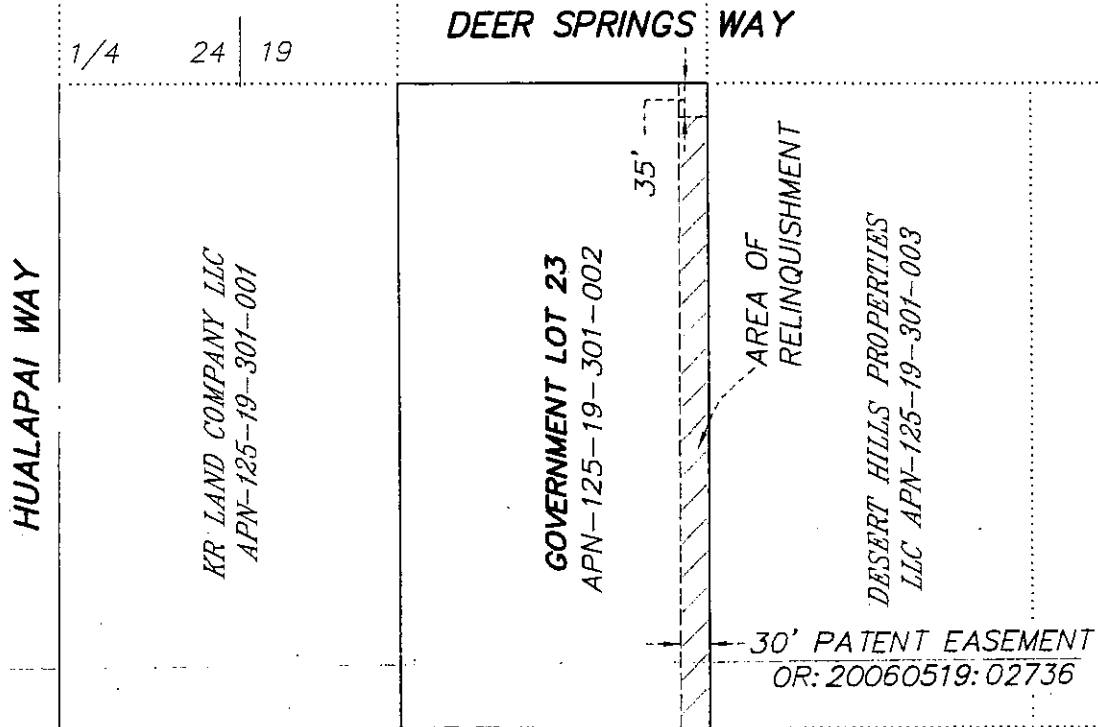
EXHIBIT "A"
PAGE 2 OF 2

5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EOT-37924

PATENT EASEMENT RELINQUISHMENT
A PORTION OF GOVERNMENT LOT 23, SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK
COUNTY, NEVADA.

APN-125-19-202-007
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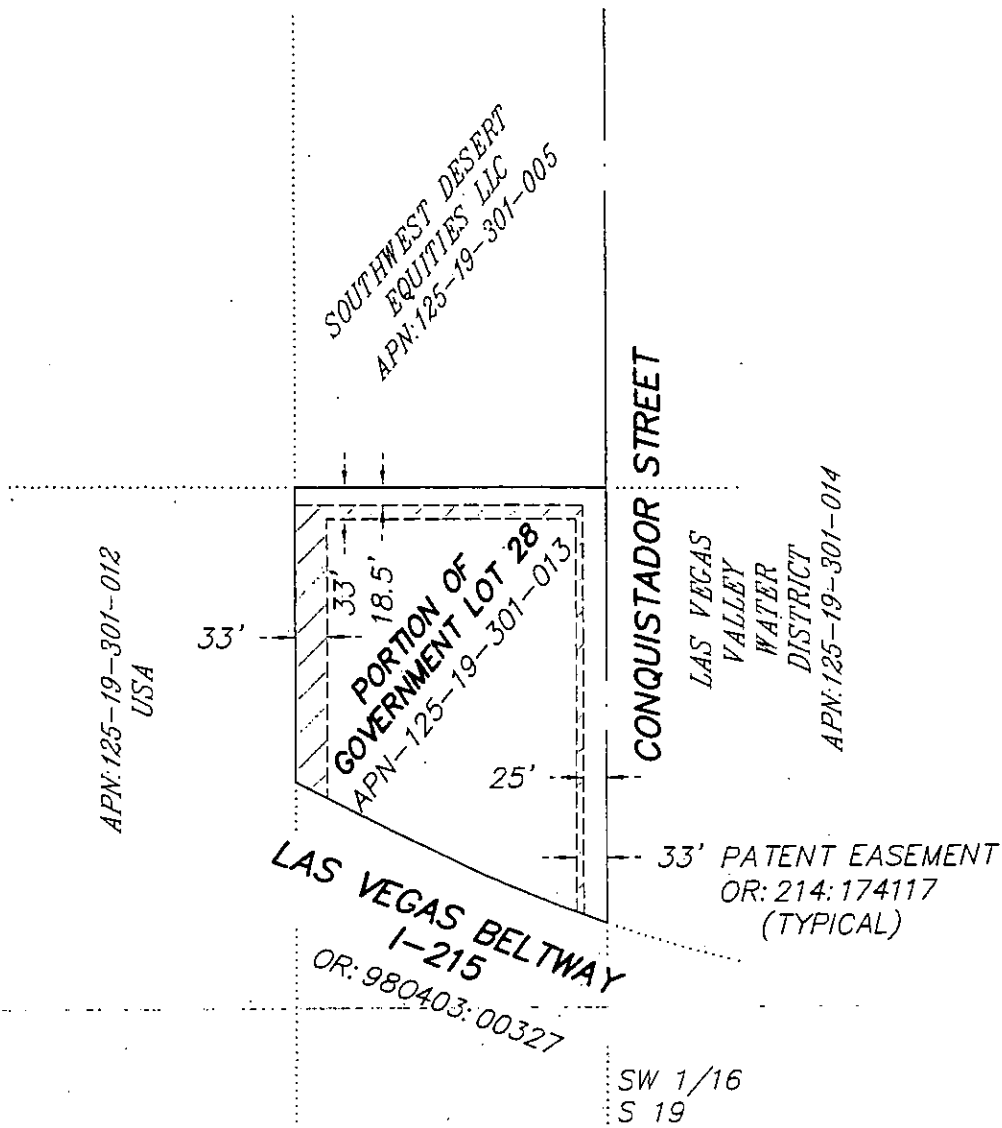
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APR 12 2010

EXHIBIT "A"
PAGE 2 OF 2

**WALLACE-MORRIS
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LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EOT-37924

PATENT EASEMENT RELINQUISHMENT
A PORTION OF GOVERNMENT LOT 28, SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK
COUNTY, NEVADA.



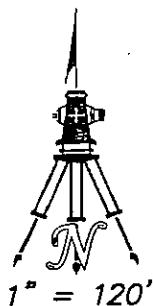
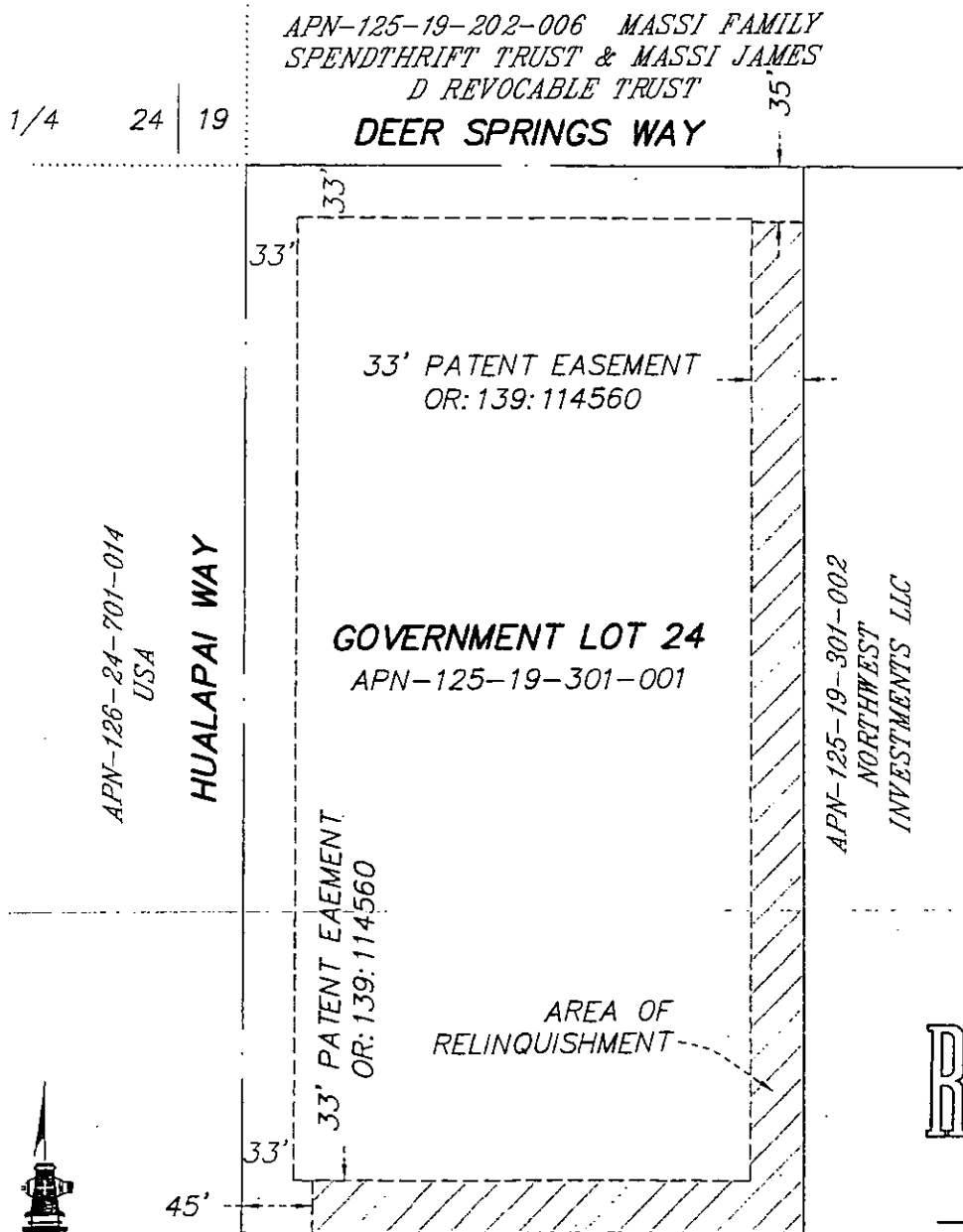
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5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "A"
PAGE 2 OF 2

EOT-37924

PATENT EASEMENT RELINQUISHMENT
A PORTION OF GOVERNMENT LOT 24, SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK
COUNTY, NEVADA.



RECEIVED
APR 12 2010

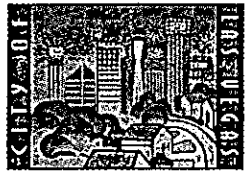
APN-125-19-301-009
COUNTY OF CLARK
PUBLIC WORKS

EXHIBIT "A"
PAGE 2 OF 2

**WALLACE-MORRIS
SURVEYING, INC.**
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EOT-37924

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

May 25, 2010

Mr. Andrew Menlove
NW Commercial 3069, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

**RE: EOT-37924 - VACATION - EXTENSION OF TIME
PLANNING COMMISSION MEETING OF MAY 27, 2010**

Dear Mr. Menlove:

Your request for an Extension of Time of a previously approved Petition of Vacation (VAC-25759) to vacate portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way, Ward 6 (Ross), has been considered administratively by the Planning and Development Department staff.

The Planning and Development Department Staff has administratively **APPROVED** your request subject to the following:

1. This Vacation (VAC-25759) shall expire on 04/17/11 unless the Order of Relinquishment of Interest is recorded or another Extension of Time is administratively approved.
2. Conformance to the Conditions of approval for Vacation (VAC-25759) and all other related actions as required by the Planning and Development Department and the Department of Public Works.

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkenton
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell



Mr. Andrew Menlove
EOT-37923 - Page Two
May 25, 2010

This action by the Planning and Development Department staff on May 25, 2010 is final unless a written appeal is filed with the Director of Planning and Development Department within ten days of the date of this letter.

Sincerely,



Steve Gebeke
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Calvin Champlin
KR Land Company, LLC
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129

Mr. Darrin Badger
Brain Surgery, LLC
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129

Mr. Jeff Nicholl
Nevada Commerce Bank
6795 Edmond Street, Suite #160
Las Vegas, Nevada 89118

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129

*City of Las Vegas***AGENDA MEMO**

ADMINISTRATIVE REVIEW DATE: MAY 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: APPLICANT: K R LAND COMPANY, LLC - OWNER: NW
COMMERCIAL 3069, LLC, ET AL**** STAFF RECOMMENDATION(S) ****

EOT-37924		RECOMMENDATION(S)	RECOMMENDED BY
EOT-37827	Staff recommends APPROVAL.		

**** CONDITIONS ****

EOT-37924 CONDITIONS

1. This Vacation (VAC-25759) shall expire on 04/17/11 unless the Order of Relinquishment of Interest is recorded or another Extension of Time is administratively approved.
2. Conformance to the Conditions of approval for Vacation (VAC-25759) and all other related actions as required by the Planning and Development Department and the Department of Public Works.

Staff Report Page One
May 2010 - Administrative Review

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a second Extension of Time of an approved Vacation (VAC-25759) to vacate portions of U.S. Government Patent Easements, generally located east of Hualapai Way and south of Deer Springs Way. The applicant is requesting an additional time in order to continue working with the property owners and utility companies to satisfy the conditions of approval of vacation (VAC-25759). These easements are no longer needed in their current configuration; therefore, staff administratively approving this request.

BACKGROUND INFORMATION

Request/Response City Action by Planning Commission	
02/07/07	The City Council approved an Annexation (ANX-12215) of approximately 207.83 acres of property, generally located north of Centennial Parkway, between Shaumber Road and Fort Apache Road. The Planning Commission and staff recommended approval of this request.
06/06/07	The City Council approved a General Plan Amendment (GPA-20465) to Amend a portion of the Centennial Hills Sector Plan of the Master Plan from R (Rural Density Residential) to PCD (Planned Community Development) on 23.3 acres at the southeast corner of Hualapai Way and Deer Springs Way. The Planning Commission and staff recommended denial of this request.
04/16/08	The City Council approved request for a Rezone (ZON-25758) to reclassify property from U (Undeveloped [PCD (Planned Community Development) Zone] to PD (Planned Development) on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way. The Planning Commission recommended approval of this request.
04/16/08	The City Council approved request for a Site Development Plan Review (SDR-25760) for a proposed 200,300 square-foot retail development on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way. The Planning Commission recommended approval of this request.
04/16/08	The City Council approved a request for Vacation (VAC-25759), which vacated portions of U.S. Government Patent Easements located east of Hualapai Way and south of Deer Springs Way. The Planning Commission and staff recommended approval of the request.
06/04/08	The City Council approved a request for Review of Condition (ROC-28132) to remove Condition B of an approved Site Development Plan Review (SDR-25760) which required the master development plan and design standards submitted by 01/29/2008 on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way.

Staff Report Page Two
May 2010 - Administrative Review

08/06/08	The City Council approved a request for a Vacation (VAC-28087) to Vacate U.S. Government Patent Easements generally located approximately 940 feet from the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission and staff recommended approval.
04/21/09	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-33656) of an approved Vacation (VAC-28087), to Vacate portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way.

Most Recent Change of Ownership	
01/25/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
There are no Building Permits or Business Licenses related to this request.	

Pre-Application Meeting	
A pre-application meeting is not required, nor was one held.	

Neighborhood Meeting	
A pre-application meeting is not required for a Vacation request, nor was one held.	

Field Check	
04/22/10	Staff conducted a site visit of the subject location and noted the site is undeveloped and containing rocks and native vegetation.

Details of Application Request	
Site Area	
Gross Acres	23.62

Surrounding Property	Existing Land Use Per Title 17.04	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Undeveloped (SDR-25760)	PCD (Planned Community Development)	PD (Planned Development)

Staff Report Page Three
May 2010 - Administrative Review

North	Undeveloped	RNP (Rural Neighborhood Preservation – Clark County Designation)	R-E (Rural Estates Residential – Clark County)
South	Clark County 215 Beltway	R (Rural Density Residential) and ROW (Right-of-Way)	R-E (Rural Estates Residential and ROW (Right-of-Way) – Clark County)
East	Undeveloped	R (Rural Density Residential)	C-V (Civic)
	Undeveloped	PF (Public Facilities)	U (Undeveloped) [PF (Public Facilities) General Plan designation]
West	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails	X		Y*
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

*Beltway trail to be developed at future date with Southern Nevada Public Land Management Act (SNPLMA) funding.

ANALYSIS

This is a request for a second Extension of Time on an approved Vacation (VAC-25759). The Vacation is required to vacate portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way. The abandonment of these easements will facilitate future development of a proposed retail development approved by Site Development Plan Review (SDR-25760) at this location. These easements are no longer needed in their current configuration. The applicant is requesting additional time so it may continue working with property owners and utility companies to satisfy conditions of approval listed in Vacation (VAC-25759); therefore, staff administratively approving this request.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

**REQUEST FOR COMMENTS
CITY OF LAS VEGAS
INTER-OFFICE MEMORANDUM**

FROM: PLANNING AND DEVELOPMENT DEPARTMENT		DATE: 04/16/10
TO:	DEVELOPMENT COORDINATION TEFO FLOOD CONTROL LAND DEVELOPMENT RIGHT-OF-WAY ROADWAY PLANNING SANITARY SEWERS SURVEY TRAFFIC ENGINEERING	GARY REID REBECCA WHITLOCK RAUL CRUZ DAVID GUERRA MARY WULFF JOE PEÑA ALAN RIEKKI RICK SCHROEDER
SUBJECT: PETITION OF VACATION		
APPLICANT: K R LAND COMPANY, LLC		
OWNER: NW COMMERCIAL 3069, LLC, ET AL		
FILE NUMBER: EOT-37924		

A REQUEST HAS BEEN SUBMITTED FOR AN EXTENSION OF TIME OF A PREVIOUSLY APPROVED PETITION OF VACATION (VAC-25759) TO VACATE PORTIONS OF U.S. GOVERNMENT PATENT EASEMENTS GENERALLY LOCATED EAST OF HUALAPAI WAY AND SOUTH OF DEER SPRINGS WAY, WARD 6 (ROSS).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A FIVE FOOT (5') WIDE RIGHT-OF-WAY GRANT BEGINNING THREE HUNDRED AND FORTY-EIGHT FEET (348') EAST OF THE SOUTHEAST CORNER OF DEER SPRINGS WAY AND HUALAPAI WAY AND EXTENDING APPROXIMATELY THREE HUNDRED AND TWENTY-EIGHT FEET (328') EAST ALONG DEER SPRINGS WAY.

SAID PROPERTY BEING A PORTION OF THE NORTH HALF (N ½) OF WEST HALF (W½) OF THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

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EXCEPTING THEREFROM THE WEST FORTY-FIVE FEET (45') AND NORTH THIRTY-THREE FEET (35') OF SAID PROPERTY; AND

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COMMENTS DUE TO BART ANDERSON BY: APRIL 27, 2010

PLANNING COMMISSION MEETING: MAY 27, 2010

ATTACHMENT:

1. Right-of-way & Devco (Map, Petition, Justification Letter, Deed)
2. All others (Map)

(Revised 1/02)

**REQUEST FOR COMMENTS
CITY OF LAS VEGAS
INTER-OFFICE MEMORANDUM**

FROM: PLANNING AND DEVELOPMENT DEPARTMENT		DATE: 04/16/10
TO:	OFFICE OF BUSINESS DEVELOPMENT CCSD FIRE ENGINEERING FIRE SERVICES, COMMUNICATIONS NEIGHBORHOOD SERVICES METRO	TOM BURKART LINDA PERRI OZZIE MIRKHAH ANNE KILPONEN BRIAN O'CALLAGHAN
SUBJECT: PETITION OF VACATION		
APPLICANT: K R LAND COMPANY, LLC		
OWNER: NW COMMERCIAL 3069, LLC, ET AL		
FILE NUMBER: EOT-37924		

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COMMENTS DUE BY: APRIL 27, 2010

PLANNING COMMISSION MEETING: MAY 27, 2010

ATTACHMENT:

All others: location map

**REQUEST FOR COMMENTS
CITY OF LAS VEGAS
INTER-OFFICE MEMORANDUM**

FROM: PLANNING AND DEVELOPMENT DEPARTMENT		DATE: 04/16/10
TO:	COX COMMUNICATIONS NV ENERGY SOUTHWEST GAS CORPORATION SOUTHERN NEVADA WATER AUTHORITY CENTRAL TELEPHONE COMPANY d/b/a EMBARQ LAS VEGAS VALLEY WATER DISTRICT	YANCY GREEN MEGHAN O'NEAL SUE MULANAX
SUBJECT:	PETITION OF VACATION	
APPLICANT:	K R LAND COMPANY, LLC	
OWNER:	NW COMMERCIAL 3069, LLC, ET AL	
FILE NUMBER:	EOT-37924	

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SAID PROPERTY BEING THE NORTH, WEST, AND EAST THIRTY-THREE FEET (33') OF THE EAST HALF (E $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$) OF WEST HALF (W $\frac{1}{2}$) OF THE NORTH HALF (N $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.;

EXCEPTING THEREFROM THE NORTH EIGHTEEN AND ONE HALF FEET (18.5') AND EAST TWENTY-FIVE FEET (25')

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK; AND

A PORTION OF THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A THIRTY FOOT (30') WIDE PORTION OF A PATENT EASEMENT.

SAID PROPERTY BEING THE EAST THIRTY FEET (30') OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF WEST HALF (W $\frac{1}{2}$) OF THE NORTH HALF (N $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

COMMENTS DUE BY: APRIL 27, 2010

PLEASE SEND COMMENTS TO:
DEPARTMENT OF PUBLIC WORKS
RIGHT-OF-WAY DIVISION
731 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
ATTN: MARY WULFF

PLANNING COMMISSION MEETING: MAY 27, 2010

ATTACHMENT:
Cox, Embarq, NV Energy & LVVWD (Map, Petition, Justification Letter, Deed)
All others: Location Map

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
 Project Address (Location) Hualapai/215
 Project Name Providence Square Proposed Use _____
 Assessor's Parcel #(s) 125-19-301-002 Ward # 6
 General Plan: existing PCD proposed _____ Zoning: existing PD proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information ~~GDR-25760~~ VAC-35759

PROPERTY OWNER N W Commercial 3069, LLC Contact Andrew Menlove
 Address 1291 GALLERIA DRIVE #220 Phone: 739-9090 Fax: 739-7735
 City HENDERSON State NV Zip 89014
 E-mail Address _____

APPLICANT KR Land Company, LLC Contact Calvin Champlin
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

REPRESENTATIVE Quadrant Planning Contact Chris Dingell
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

Property Owner Signature* Andrew Menlove

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

Print Name ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 20 10

Morgan Rake

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT- 37924</u>
Meeting Date:	<u>5/27/10</u>
Total Fee:	<u>\$ 300</u>
Date Received:*	<u>4/12/10</u>
Received By:	<u>[Signature]</u>

*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.

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
Project Address (Location) Hualapai/215
Project Name Providence Square Proposed Use _____
Assessor's Parcel #(s) 125-19-301-004 and 005 Ward # 6
General Plan: existing PCD proposed _____ Zoning: existing PD proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information VAC-25759

PROPERTY OWNER S W Commercial 3068, LLC Contact Andrew Menlove
Address 1291 GALLERIA DR, #220 Phone: 739-9090 Fax: 739-7735
City HENDERSON State NV Zip 89014
E-mail Address _____

APPLICANT K R Land Company, LLC Contact Calvin Champlin
Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
City Las Vegas State NV Zip 89129
E-mail Address _____

REPRESENTATIVE Quadrant Planning Contact Chris Dingell
Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
City Las Vegas State NV Zip 89129
E-mail Address _____

Property Owner Signature* [Signature]

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

Print Name ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 20 10

Marguerite Rake

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

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Meeting Date:	<u>5/27/10</u>
Total Fee:	<u>\$300</u>
Date Received:*	<u>4/12/10</u>
Received By:	<u>[Signature]</u>

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
 Project Address (Location) Hualapai/215
 Project Name Providence Square Proposed Use _____
 Assessor's Parcel #(s) 125-19-301-003 Ward # 6
 General Plan: existing PCD proposed _____ Zoning: existing PD proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information VAC-257^{5A}60

PROPERTY OWNER Nevada Commerce Bank Contact JEFF NICHOLL
 Address 6795 EDMOND ST. STE 160 Phone: 257-7777 Fax: 507-2976
 City LAS VEGAS State NV Zip 89118
 E-mail Address JEFF.NICHOLL@NCBNV.COM

APPLICANT K R Land Company, LLC Contact Calvin Champlin
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

REPRESENTATIVE Quadrant Planning Contact Chris Dingell
 Address 3455 Cliff Shadows Pkwy Phone: (702) 424-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

Property Owner Signature* _____

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

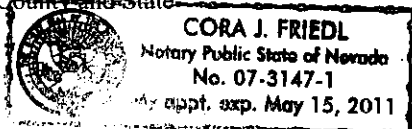
Print Name JEFF NICHOLL

Subscribed and sworn before me

This 8th day of APRIL, 20 10

Cora J. Friedl

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-37924</u>
Meeting Date:	<u>5/27/10</u>
Total Fee:	<u>\$300</u>
Date Received:*	<u>4/12/10</u>
Received By:	<u>[Signature]</u>

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
 Project Address (Location) Hualapai/215
 Project Name Providence Square Proposed Use _____
 Assessor's Parcel #(s) 125-19-301-019 Ward # 6
 General Plan: existing PCD proposed _____ Zoning: existing PD proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information VAC-257^{5A}

PROPERTY OWNER Brain Surgery, LLC Contact Darrin Badger
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

APPLICANT KR Land Company, LLC Contact Calvin Champlin
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

REPRESENTATIVE Quadrant Planning Contact Chris Dingell
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

Property Owner Signature* _____

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

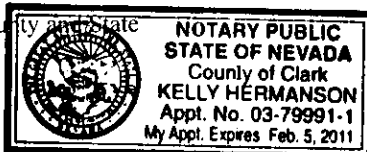
Print Name John A. R. Hutto

Subscribed and sworn before me

This 24 day of March, 20 10

Kelly Herman

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-37924</u>
Meeting Date:	<u>5/27/10</u>
Total Fee:	<u>\$300</u>
Date Received:	<u>4/12/10</u>
Received By:	<u>[Signature]</u>

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time
 Project Address (Location) Hualapai/215
 Project Name Providence Square Proposed Use _____
 Assessor's Parcel #(s) 125-19-301-001 Ward # 6
 General Plan: existing PCD proposed _____ Zoning: existing PD proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information VAC-25760

PROPERTY OWNER K R Land Company, LLC Contact Darrin Badger
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

APPLICANT K R Land Company, LLC Contact Calvin Champlin
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

REPRESENTATIVE Quadrant Planning Contact Chris Dingell
 Address 3455 Cliff Shadows Pkwy #220 Phone: (702) 242-4949 Fax: (702) 242-0414
 City Las Vegas State NV Zip 89129
 E-mail Address _____

Property Owner Signature* _____

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

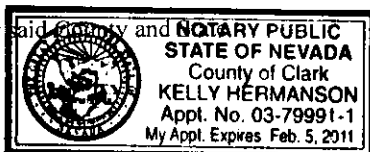
Print Name John A. Ritter

Subscribed and sworn before me

This 24 day of March, 20 10

Kelly Hermanson

Notary Public in and for said County and



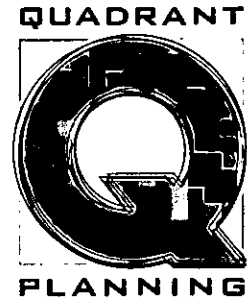
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT- 37924</u>
Meeting Date:	<u>5/27/10</u>
Total Fee:	<u>\$ 300</u>
Date Received:*	<u>4/12/10</u>
Received By:	<u>[Signature]</u>

*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.

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March 25, 2010

Peter Lowenstein, AICP
Planning Supervisor
City of Las Vegas
Planning and Development
731 South Fourth St
Las Vegas, NV 89101

**SUBJECT: JUSTIFICATION LETTER FOR AN EXTENSION OF TIME FOR
VAC-25759**

Dear Peter:

My office represents the applicant in the above mentioned request which is a request to extend a previously approved vacation, VAC-28087. VAC -25759 was approved by the Las Vegas City Council on April 16, 2008 and extended by EOT-33656 to April 21, 2010. The applicant is requesting additional time in order to continuing working with property owners and utility companies to satisfy the conditions of approval of VAC-25759

Should any further information be desired feel free to contact me at 702-242-4949.

Sincerely,

CHRIS DINGELL, AICP
PLANNING COORDINATOR

RECEIVED

APR 12 2010

3455 Cliff Shadows Pkwy, Suite 220
Las Vegas, NV 89129
P: 702 395 3154
F: 702-242-0414

EOT-37924



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37924** APN: 125-19-301-002

Name of Property Owner: N W Commercial 3069, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of Mar., 20 10
Morgane Rake
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37924** APN: 125-19-301-004 and 005

Name of Property Owner: S W Commercial 3068, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: *Andrew Menlove*

Print Name: ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March 20 10
Morgan Rake
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37924** APN: 125-19-301-003

Name of Property Owner: Nevada Commerce Bank

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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

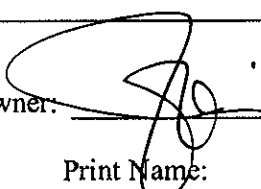
☒ No

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: _____

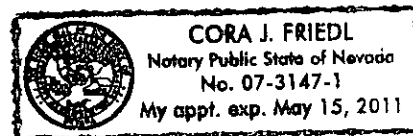
Signature of Property Owner: 

Print Name: JEFF NICHOLL

Subscribed and sworn before me

This 8th day of APRIL, 20 10

Cora J. Friedl
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37924** APN: 125-19-301-019

Name of Property Owner: Brain Surgery, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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: _____

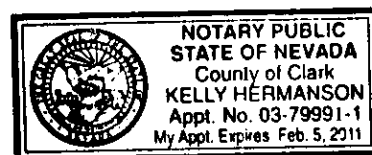
Signature of Property Owner: _____

Print Name: John A. Ritter

Subscribed and sworn before me

This 24 day of March, 20 10

Kelly Hermanson
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37924** APN: 125-19-301-001

Name of Property Owner: K R Land Company, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

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): _____

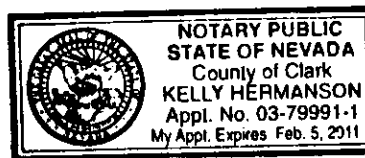
APN: _____

Signature of Property Owner: _____

Print Name: John A. Ritter

Subscribed and sworn before me

This 24 day of March, 20 10
Kelly Hermanson
Notary Public in and for said County and State





April 18, 2008

Mr. Darrin Badger
KR Land Company, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

RE: VAC-25759 - VACATION
CITY COUNCIL MEETING OF APRIL 16, 2008
RELATED TO ZON-25758 AND SDR-25760

Dear Mr. Badger:

The City Council at a regular meeting held April 16, 2008 APPROVED the request for Petition to Vacate portions of U.S. Government Patent easements generally located east of Hualapai Way and south of Deer Springs Way. The Notice of Final Action was filed with the Las Vegas City Clerk on April 17, 2008. This approval is subject to:

Planning & Development

1. This Vacation Application may record in phases; The Order of Relinquishment of Interest for those portions of Echelon Point Drive shall not record until dedication or easement rights for the full-width of the proposed roadway have been demonstrated to exist.
2. Prior to the recordation of the Order of Relinquishment of Interest, dedicate a minimum 40 feet of right-of-way for Deer Springs Way, a 20-foot radius corner at the southwest corner of Deer Springs Way and Conquistador Street, 25 feet of right-of-way for Conquistador Street including the area needed for a cul-de-sac meeting current City Standards and either the full width or half street width necessary for Echelon Point Drive including the area needed for a cul-de-sac meeting current City Standards. Alternatively, the requirement to dedicate Echelon Point Drive may be eliminated if the applicant provides a signed and notarized affidavit from the owner of Assessor's Parcel No. 125-19-301-010 that states he is in support of the proposed Providence Square site plan AND a copy of a recorded perpetual, irrevocable access easement in favor of this parcel to the Development Coordination Section of the Department of Public Works prior to the issuance of any permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first.

RECEIVED

APR 12 2010

EOT-37924

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

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. Darrin Badger
VAC-25750 – Page Two
April 18, 2008

3. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Relinquishment of Interest for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by Site Development Plan Review SDR-25760 may be used to satisfy this requirement provided that it addresses the area to be vacated.
4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Relinquishment of Interest.
5. The Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.
6. All development shall be in conformance with code requirements and design standards of all City Departments.
7. If the Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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

Mr. Darrin Badger
Southwest Desert Equities, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129



April 21, 2009

Mr. Lenny Badger
KR Land Company, LLC, et al
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

RE: EOT-33656 - VACATION EXTENSION OF TIME

Dear Mr. Badger:

Your request for an Extension of Time of an approved Vacation (VAC-25759) which Vacated portions of U.S. Government Patent easements generally located east of Hualapai Way and south of Deer Springs Way, Ward 6 (Ross), has been considered administratively by the Planning and Development Department staff.

The Planning and Development Department staff has administratively **APPROVED** subject to the following:

1. Conformance to all conditions of approval of Vacation (VAC-25759) and all other subsequent site related actions as required by the Planning and Development Department.
2. All development shall be in conformance with code requirements and design standards of all City Departments.
3. Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five-foot wide easement for public street light and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

RECEIVED

APR 12 2010

EOT-37924

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

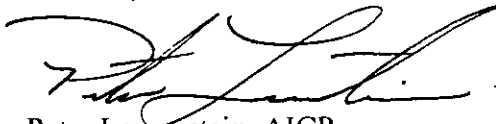
VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. Lenny Badger
EOT-33656 - Page Two
April 21, 2009

4. If the Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

This action by the Planning and Development Department staff is final.

Sincerely,



Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

PL:clb

cc: Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Report Date 04/12/2010 04:28 PM

Submitted By

Page 1

A/P # 37924 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	04/12/2010 13:37	982998	Temp COO		
Approved			COO issued		
Final			Expires		

Associated Information

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

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

EOT-37924 - EXTENSION OF TIME - VACATION - APPLICANT: K R LAND COMPANY, LLC - OWNER: NW COMMERCIAL 3069, LLC, ET AL - Request for an Extension of Time of a previously approved Petition of Vacation (VAC-25759) to vacate portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way, Ward 6 (Ross)

Parent A/P # 25759
Project # 37924 Project/Phase Name PROVIDENCE SQUARE VAC-25759 SE Phase #
Size/Area 0.00 Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 12519301002

Location

Owner/Tenant

Contact ID AC495631	Name BRAIN SURGERY L L C	Organization	
Mailing Address 3455 CLIFF SHADOWS PKWY #220		State/Province NV	
City LAS VEGAS		Country	☐ Foreign
ZIP/PC 89129		Evening Phone	
Day Phone		Mobile #	
Fax			
Contact ID AC1657882	Name N W COMMERCIAL 3069 L L C	Organization % B CHOUDHURY	
Mailing Address 1291 W GALLERIA DR #220		State/Province NV	
City HENDERSON		Country	☐ Foreign
ZIP/PC 89014-8634		Evening Phone	
Day Phone		Mobile #	
Fax			
Contact ID AC953493	Name NEVADA COMMERCE BANK	Organization	
Mailing Address 6795 EDMOND ST		State/Province NV	
City LAS VEGAS		Country	☐ Foreign
ZIP/PC 89118		Evening Phone	
Day Phone		Mobile #	
Fax			
Contact ID AC1657883	Name S W COMMERCIAL 3068 L L C	Organization % B CHOUDHURY	
Mailing Address 1291 W GALLERIA DR #220		State/Province NV	
City HENDERSON		Country	☐ Foreign
ZIP/PC 89014-8634		Evening Phone	
Day Phone		Mobile #	
Fax			

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**EOT Application****Report Date** 04/12/2010 04:28 PM**Submitted By**

Page 2

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12519301002

Applicants/Contacts

Primary	N	Capacity	OWNER	Contact ID	AC1657882 ☐ Foreign
Effective		Expire			
Name	N W COMMERCIAL 3069 L L C				
Day Phone		Eve Phone		Organization	% B CHOUDHURY
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	1291 W GALLERIA DR #220 HENDERSON, NV 89014-8634				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Primary	N	Capacity	OWNER	Contact ID	AC1657883 ☐ Foreign
Effective		Expire			
Name	S W COMMERCIAL 3068 L L C				
Day Phone		Eve Phone		Organization	% B CHOUDHURY
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	1291 W GALLERIA DR #220 HENDERSON, NV 89014-8634				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Primary	N	Capacity	OWNER	Contact ID	AC953493 ☐ Foreign
Effective		Expire			
Name	NEVADA COMMERCE BANK				
Day Phone		Eve Phone		Organization	
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	6795 EDMOND ST #160 LAS VEGAS, NV 89118				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Report Date 04/12/2010 04:28 PM

Submitted By

Page 3

Applicants/Contacts

Primary N Capacity OWNER Contact ID AC495631 ☐ Foreign
Effective Expire
Name BRAIN SURGERY L L C
Day Phone Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129
Seasonal Addr

Valid From To
Comments No Comments

Primary N Capacity APPL Contact ID AC483853 ☐ Foreign
Effective Expire
Name K R LAND COMPANY L L C
Day Phone Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129
Seasonal Addr

Valid From To
Comments No Comments

Primary Y Capacity OTHER Other REP Contact ID AC866561 ☐ Foreign
Effective Expire
Name QUADRANT PLANNING
Day Phone (702)242-4949 x Eve Phone Organization
Pager PIN # Position
Fax (702)242-0414 Mobile Profession
E-Mail
Address 3455 CLIFF SHADOWS PKWY
SUITE 220
LAS VEGAS, NV 89129
Seasonal Addr

Valid From To
Comments Chris Dingell #242-4949

Contractors

No Contractors

Item Description

Item Status

Check Fees	Fees Successful
PROCESSING FEE (\$300.00)	Paid
Check Inspections	Inspections Successful
Check Reviews	Reviews Failed
386766 B&S PLAN #1 (BUILDING&SAFETY PLAN REVIEW)	Incomplete

Report Date 04/12/2010 04:28 PM

Submitted By

Page 4

Item Description	Item Status
386767 DEVCO #1 (DEVELOPMENT CODRDINATION)	Incomplete
386768 FIRE COMM #1 (FIRE COMMUNICATION)	Incomplete
386770 FLOOD #1 (FLOOD CONTROL)	Incomplete
386771 LAND DEV #1 (LAND DEVELOPMENT)	Incomplete
386769 NEIGH P&S #1 (NEIGHBORHOOD PLAN & SUPPORT)	Incomplete
386775 ROW #1 (RIGHT-OF-WAY)	Incomplete
386773 SEWER #1 (COLLECTION SYSTEMS PLANNING)	Incomplete
386774 SURVEY #1 (SURVEY)	Incomplete
386776 TEFO #1 (TRAFFIC ENG FIELD OPERATIONS)	Incomplete
386772 TRAFFIC #1 (TRAFFIC ENGINEERING)	Incomplete
Check Conditions	Conditions Successful
Check Alert Conditions	Alert Conditions Failed
(ASSIGN CASE TO A PLANNER)	
(AT-COMPLETE DRT PROCESS)	
(AT-ROUTE PLANS FOR REVIEW)	
(STAFF RECOMMENDATION)	
Check Licenses	Not Checked
Check Children Status	Children Successful
Check Open Cases	0

Activity Review Details

Detail SUBMITTAL CHECKLIST (EOT)

Modified By JMARSHALL

Modified Date/Time 04/12/2010 13:36

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y Application/Petition Form

Y Justification Letter

Y Laser Print Site Plan

Y Laser Print Floor Plan

Y Laser Print Elevation

Y Statement of Financial interest

Y Copy of Approval Letter

Y Business Licensing Requirements Met

N Business License Exempt

Planning Condition	Description	Effective	Expire	Comments
--------------------	-------------	-----------	--------	----------

There is no planning condition for this project.

Report Date 04/12/2010 04:28 PM

Submitted By

Page 5

EXTENSION OF TIME

N Will this go to the City Council?

Final City Council letter received

N Will this go DIRECTLY to City Council?

Annotated minutes received

Parent Application Type VAC

Hearing Type

Parent Project # 25759

Public, Non-Public or Admin? ADMIN

Staff Recommendation

Meeting information

Meeting Grid

Meeting Date

Meeting Type

Meeting Status

Comments

Add Date

Modified by

Modified Date

YES Votes

NO Votes

ABSTENTIONS

05/27/2010

ADMIN

SCHEDULED

0

0

0

JMARSHALL

04/12/2010

Template Type A/P #

A/P Type

Status

Stage

No children exist for this project

Employee

Employee ID

Last

First

Mi

Comments

No Employee Entries

Log

Action

Description

Entered By

Start

Stop

Hours

Comments

PAYMNT CO NAME WHO PICKED UP CONTACT#
Southwest Desert Equities ck 216 & 211 / 242-4949 / Chris

983657

04/12/2010 14:09

0.00

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 125-19-301-002

EXHIBIT "A"

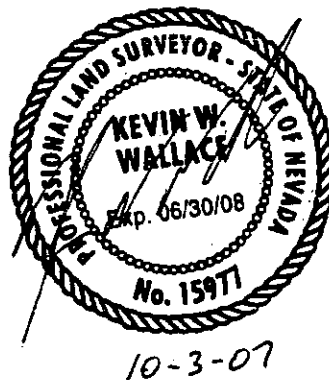
EXPLANATION: THIS DESCRIPTION REPRESENTS A RELINQUISHMENT OF A PORTION OF THAT CERTAIN PATENT EASEMENT RECORDED MAY 19, 2006 IN BOOK 20060519 OF OFFICIAL RECORDS AS INSTRUMENT NO. 2736 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, IN FAVOR OF THE "PROVIDENCE SQUARES" PROJECT.

DESCRIPTION

THE EAST 30.00 FEET OF GOVERNMENT LOT 23, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE NORTH 35.00 FEET OF SAID GOVERNMENT LOT 23.

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 125-19-301-004

EXHIBIT "A"

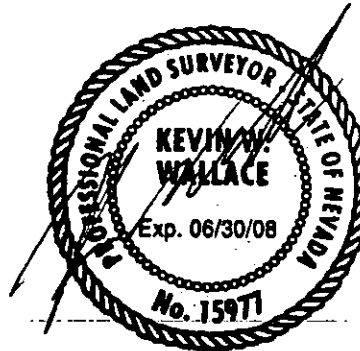
EXPLANATION: THIS DESCRIPTION REPRESENTS A RELINQUISHMENT OF A PORTION OF THAT CERTAIN PATENT EASEMENT RECORDED APRIL 2, 1958 IN BOOK 156 OF OFFICIAL RECORDS AS INSTRUMENT NO. 127964 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, IN FAVOR OF THE "PROVIDENCE SQUARES" PROJECT.

DESCRIPTION

THE NORTH, SOUTH, EAST, AND WEST 33.00 FEET OF GOVERNMENT LOT 21 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE NORTH 35.00 FEET, THE EAST 25.00 FEET AND THE SOUTH 18.50 FEET OF SAID GOVERNMENT LOT 21.

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



10-3-07

RECEIVED
APR 12 2010

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 125-19-301-003

EXHIBIT "A"

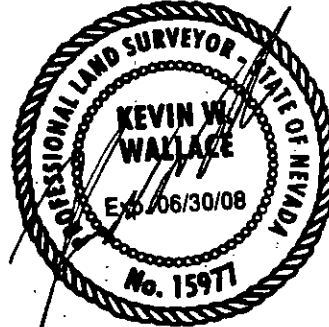
EXPLANATION: THIS DESCRIPTION REPRESENTS A RELINQUISHMENT OF A PORTION OF THAT CERTAIN PATENT EASEMENT RECORDED DECEMBER 8, 1960 IN BOOK 272 OF OFFICIAL RECORDS AS INSTRUMENT NO. 220477 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, IN FAVOR OF THE "PROVIDENCE SQUARES" PROJECT.

DESCRIPTION

THE EAST, WEST, AND SOUTH 33.00 FEET OF GOVERNMENT LOT 22, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE NORTH 35.00 FEET AND THE SOUTH 18.50 FEET OF SAID GOVERNMENT LOT 22.

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



-10-3-07

RECEIVED
APR 12 2010

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 125-19-301-001

EXHIBIT "A"

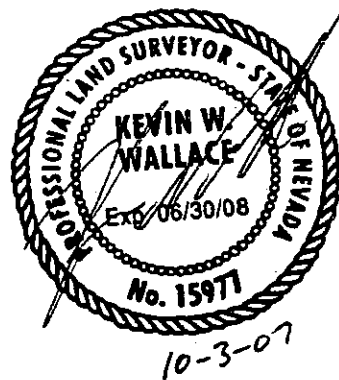
EXPLANATION: THIS DESCRIPTION REPRESENTS A RELINQUISHMENT OF A PORTION OF THAT CERTAIN PATENT EASEMENT RECORDED SEPTEMBER 11, 1957 IN BOOK 139 OF OFFICIAL RECORDS AS INSTRUMENT NO. 114560 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, IN FAVOR OF THE "PROVIDENCE SQUARES" PROJECT.

DESCRIPTION

THE SOUTH 33.00 FEET AND THE EAST 33.00 FEET OF GOVERNMENT LOT 24, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE WEST 45.00 FEET AND THE NORTH 35.00 FEET OF SAID GOVERNMENT LOT 24.

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



RECEIVED
APR 12 2010

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Land Survey Consulting

APN: 125-19-301-013

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A RELINQUISHMENT OF A PORTION OF THAT CERTAIN PATENT EASEMENT RECORDED SEPTEMBER 22, 1959. IN BOOK 214 OF OFFICIAL RECORDS AS INSTRUMENT NO. 174117 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, IN FAVOR OF THE "PROVIDENCE SQUARES" PROJECT.

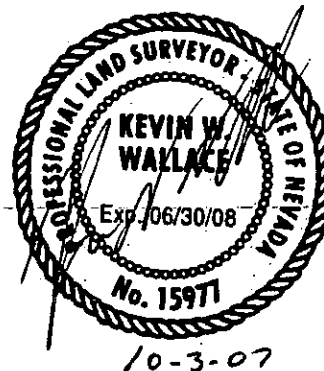
DESCRIPTION

THE EAST, WEST AND NORTH 33.00 FEET OF GOVERNMENT LOT 28 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THE NORTH 18.50 FEET AND THE EAST 25.00 FEET OF SAID GOVERNMENT LOT 28.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK IN THAT CERTAIN DOCUMENT RECORDED APRIL 3, 1998 IN BOOK 980403 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00327 IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



RECEIVED
APR 12 2010

KR LAND COMPANY, LLC**Business Entity Information**

Status:	Active	File Date:	12/11/2001
Type:	Domestic Limited-Liability Company	Entity Number:	LLC13446-2001
Qualifying State:	NV	List of Officers Due:	12/31/2010
Managed By:	Managers	Expiration Date:	12/11/2501
NV Business ID:	NV20011135707	Business License Exp:	12/31/2010

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers

Manager - HOLDINGS MANAGER, LLC			
Address 1:	3455 CLIFF SHADOWS PARKWAY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC13446-2001-001	# of Pages:	5
File Date:	12/11/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC13446-2001-004	# of Pages:	1
File Date:	2/12/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC13446-2001-005	# of Pages:	1
File Date:	11/12/2002	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	LLC13446-2001-003	# of Pages:	1

BRAIN SURGERY, LLC**Business Entity Information**

Status:	Active	File Date:	7/03/2001
Type:	Domestic Limited-Liability Company	Entity Number:	LLC7132-2001
Qualifying State:	NV	List of Officers Due:	7/31/2010
Managed By:	Managers	Expiration Date:	7/03/2501
NV Business ID:	NV20011072817	Business License Exp:	

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers☐ Include Inactive Officers

Manager - HOLDINGS MANAGER LLC			
Address 1:	3455 CLIFF SHADOWS PKWY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC7132-2001-001	# of Pages:	5
File Date:	7/03/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC7132-2001-005	# of Pages:	1
File Date:	6/11/2002	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	LLC7132-2001-003	# of Pages:	1
File Date:	2/04/2003	Effective Date:	
JOHN RITTER SUITE 204			
3320 NORTH BUFFALO DRIVE LAS VEGAS NV 89129 RAA			
Action Type:	Annual List		



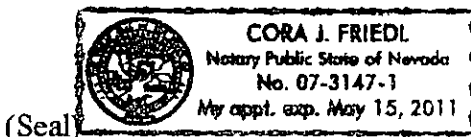
"RESOLVED: That Jeff Nicholl, EVP/Chief Credit Officer, is authorized to exercise all of the powers listed below:

- Open any Deposit or share account(s) in the name of the Corporation
- Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.
- Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences in indebtedness.
- Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
- Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.


Kathy L. Phillips
President/Chief Executive Officer

State of Nevada
County of Clark

Subscribed and sworn to before me by Kathy L. Phillips on January 5, 2010.




Cora J. Friedl, Notary Public

**UNANIMOUS WRITTEN CONSENT
OF MEMBERS OF
CM CAPITAL SERVICES, LLC
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, Members of CM Capital Services, LLC ("Company"), in accordance with the Company Agreement, hereby adopt the following written consent.

WHEREAS, the Members signing this consent are the holders of all of the shares entitled to vote at the Company's meetings and on the following resolutions; and

WHEREAS, the undersigned desire to execute a written consent in lieu of formally holding a Members' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Managers' meeting; therefore, be it:

RESOLVED, that Andrew Menlove as an employee of Company shall have all rights to execute any and all documents relating to the post recording of loans by Company. This shall include, but not limited to the modification of existing loans, reconveyances, assignments, joint-venture agreements, forbearance agreements, property listing agreements, attorney-in-fact on behalf of investors/members, any special purpose entities in which Company is a manager and any other documents as it pertains modification of loans.

FURTHER RESOLVED, that notwithstanding the foregoing, it shall be clearly noted that all joint-venture agreements, loan modification agreements, forbearance agreements and deed in lieu's and/or quit-claim shall require the written consent of two signatories.

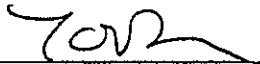
FURTHER RESOLVED, that this written consent shall have the same force and effect as a formal Managers' meeting for all purposes.

The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the Company.

DATED to be effective on April 30, 2009

By: CM CAPITAL SERVICES, LLC
a Nevada limited liability company, its Manager

By: CM GROUP, LLC
a Delaware limited liability company,
its Managing Member

By: 
Name: Todd Parriott
Title: Manager

OPERATING AGREEMENT
for

**SW Commercial 3068, LLC,
a Nevada limited liability company**

OPERATING AGREEMENT

for

**SW COMMERCIAL 3068, LLC,
a Nevada limited liability company**

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 16 day of June, 2009, by the lenders set forth at **Exhibit "A"** attached hereto (said persons, trusts, or entities are hereinafter referred to collectively as the "Members" and individually as a "Member") and CM Capital Services, LLC, a Nevada limited liability company, as Manager.

RECITALS

WHEREAS, CM Capital Services, LLC, is in the business of selling first trust deed loan opportunities whereby CM Capital Services, LLC, obtains funds from individual lenders for the purpose of making loans to third-party borrowers, secured by an undivided fractional interests in the first trust deed;

WHEREAS, the Members listed in **Exhibit "A"** are individual lenders who provided funds to CM Capital Services, LLC, for the purpose of investing in a trust deed loans known as "CMC Loan #3068, all of which were recorded under the borrower commonly known as Southwest Desert Equities, LLC" (the "Loan") secured by a deed of trust on certain real property described by APNs 125-19-301-004 and 125-19-301-005 (the "Property");

WHEREAS, the Members each appointed CM Capital Services, LLC, as their attorney in fact through a Special Power of Attorney and each executed a Loan Servicing Agreement which governs the servicing of the Loan by CM Capital Services, LLC, and authorizes CM Capital Services, LLC, to create a "Special Purpose Entity", owned by the Members, for the purpose of holding title to real property obtained through foreclosure proceedings and authorizing CM Capital Services to manage, operate, improve, rent and sell such real property; and

WHEREAS, the third-party borrower defaulted on the Loan and, pursuant to the terms of the Loan Servicing Agreement, SW Commercial 3068, LLC, was formed by CM Capital Services, LLC, and has obtained title to the Property through foreclosure proceedings.

AGREEMENT

NOW, THEREFOR, CM Capital Services, by and through the authority granted to it by the Members pursuant to the Special Power of Attorney and the Loan Servicing Agreement executed by each of them, has formed a limited liability company pursuant to the laws of the State of Nevada. Accordingly, in consideration of the mutual covenants contained herein, the Members and Manager agree and certify as follows:

ARTICLE I – THE LIMITED LIABILITY COMPANY

1.1 Formation. The Members, through the Loan Servicing Agreement, have authorized the Manager to form a limited liability company pursuant to the provisions of Chapter 86, Nevada Revised Statutes, Section 86.010 et seq. as currently in effect (the "Act").

1.2 Filings. Pursuant to the authority acknowledged in Section 1.1 of this Agreement, the Manager has caused Articles of Organization that meet the requirements of the Act to be properly filed with the Secretary of State of the State of Nevada, and is authorized to further execute and file for record such other and further documents (including amendments to the Articles of Organization) and shall take such other and further action as may be appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties in which the Company (as hereinafter defined) may conduct its business.

1.3 Name. The name of the limited liability company shall be SW Commercial 3068, LLC, a Nevada limited liability company (the "Company").

1.4 Term. The Company shall have a perpetual existence, unless sooner terminated by law or by action of the Members as hereinafter provided.

1.5 Registered Office; Registered Agent. The address of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 220, Henderson, Nevada 89014 and thereafter at such other location as the Manager may designate. The Company's initial registered agent for the service of legal process in Nevada at such address shall be CM Capital Services, LLC, a Nevada limited liability company.

1.6 Purpose and Business. The purpose and business of the Company shall be to transact any and all businesses for which limited liability companies may be formed under Nevada law and to accomplish such purpose for its own account or as a nominee, agent or trustee for others, including, but not limited to, the Members.

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 200, Henderson, Nevada 89014, or at such other place as the Members may from time to time determine.

1.8 Manager. The name and business address of the Manager of the Company is as follows:

CM Capital Services, LLC

1291 Galleria Dr., Suite 200
Henderson, Nevada 89014

1.9 Members. The identity of each Member is set forth on Exhibit "A".

1.10 Execution of Documents. Pursuant to the Written Consent of Sole Manager, Andrew Menlove, Vice President of Portfolio Management for the Manager, is authorized to execute this Agreement and any and all other documents necessary to effectuate the sale of the Property on behalf of the Manager.

ARTICLE II – CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial capital of the Company shall be the undivided interests that each Member held in certain first trust deed investments secured by the Property, which each Member has contributed to the Company in exchange for their respective Percentage Interests (as defined in Section 2.2 of this Agreement), in accordance with the terms of the Loan Servicing Agreement.

2.2 Percentage Interests. The Percentage Interests of the Members in and to the capital, profits and losses of the Company ("Percentage Interests") shall be in the amount set forth on Exhibit "A."

2.3 No Interest on Capital Accounts. No interest shall be paid by the Company on any capital accounts or capital contributions of the Members.

2.4 Return of Capital Contributions. The capital contributions of the Members will be returned to them to the extent provided in Section 7.4 upon termination and dissolution of the Company. No Members shall have the right to demand the return of such Members' capital contributions other than at the time provided herein, and no Member shall have the right to demand and receive property other than cash in return for such Member's capital contributions. Notwithstanding the foregoing, however, the Company may by determination of the Managers with the consent of Members owning not less than a majority of the Percentage Interests in the Company (determined immediately prior to such event) return all or part of any Member's capital contribution to such Member.

ARTICLE III – PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Allocation of Profits and Losses. Except as provided below, the Company's net profits or net losses and each item of the Company's net income, gain, loss, deduction, credit and tax preference shall be determined on an annual basis, and shall be allocated, for purposes of both book and tax accounting, in accordance with the Percentage Interests of the Members as set forth in Section 2.2.

3.2 Distributions of Capital Proceeds. In the event of the sale, financing, refinancing, or other disposition of any of the assets of the Company and in the discretion of the Managers, the net proceeds of the sale, financing, refinancing, or other disposition (after deducting any expenses incurred in connection therewith) (hereinafter "Capital Proceeds"), in the sole discretion of the Managers, may be applied to pay any indebtedness of the Company, to purchase or finance any improvements to any Company assets, to pay any other expenses or to establish or increase any reserves deemed reasonably necessary by the Managers. Any balance remaining after the foregoing applications shall be distributed among the Members in the following manner:

(a) First, to the Members, pro rata, in repayment of the positive (credit) balances in their capital accounts.

(b) All remaining Capital Proceeds shall be distributed among the Members in accordance with their Percentage Interests in the capital of the Company set forth in Section 2.2.

3.3 Net Profits and Net Losses. The terms "net profits" and "net losses" as used in this Agreement and for accounting purposes shall mean taxable income and taxable losses, respectively, as calculated for federal income tax purposes.

3.4 Cash Available for Distribution. The term "cash available for distribution" shall mean gross cash operating receipts of the Company, less:

(a) All cash charges and business expenses incurred in the establishment and operation of the business of the Company;

(b) Principal and interest payments on Company indebtedness (including indebtedness, if any, to a Member or an affiliate or associate of a Member); and

(c) All cash reserves determined by the Managers to be necessary or desirable for the reasonable needs of the Company or for future investment or business opportunities (regardless of whether any specific opportunities have then been identified for consideration), including, but not limited to, reserves for contingencies, taxes, insurance, debt reduction and working capital.

3.5 Allocation of Tax Credits. Any tax credits arising out of the operation of the Company for a given year shall be allocated among the Members in the same manner as net profits and net losses are allocated for such year pursuant to Section 3.1.

3.6 Recapture of Tax Credits. The Members agree that any amounts of tax credit that are required to be recaptured, as a result of the disposition of any of the properties of the Company with respect to which any tax credit was claimed, will be allocated and taken into account with respect to each Member in the same proportion as the amounts of such tax credit were allocated to each Member.

3.7 Members' Accounts. The Company shall maintain separate capital accounts for each Member. The capital accounts shall at all times be maintained in accordance with the applicable requirements of Section 704 of the Internal Revenue Code of 1986 and the Treasury Regulations issued thereunder. Each Member's capital account shall consist of the Member's initial capital contribution, increased by (i) any additional capital contributions made by such Member, and (ii) such Member's share of Company profits, and shall be decreased by (iii) distributions to such Member in reduction of Company capital, and (iv) such Member's share of Company losses. Other positive and negative adjustments shall be made as required by Section 704 and the regulations thereunder.

ARTICLE IV – MANAGEMENT BY MANAGER

4.1 Management. The business of the Company shall be under the full and exclusive management of the Manager. The following rules shall apply:

(a) This Agreement shall be subject to the terms and conditions set forth in the Loan Servicing Agreement executed between CM Capital Services, LLC, and the Member.

(b) The Members may at any time elect additional Managers of the Company. The election of an additional Manager shall require the unanimous vote of Members of the Company.

(c) The Members may at any time remove a Manager from office. The removal of a Manager shall require the unanimous vote of Members of the Company. Provided, however, if such removal results in the Company having no Manager then serving, then the removed Manager shall continue to act as a Manager of the Company until replaced with a new Manager who is appointed by the unanimous vote of Members of the Company.

4.2 Votes by Members. Whenever, whether pursuant to this Operating Agreement or otherwise, a vote is taken by the Members of the Company or an action is required to be approved by the Members, such vote or action shall be taken or approved in accordance with the Members' respective Percentage Interests in the capital of the Company.

4.3 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, the liability of the Members shall be limited as provided in the Act.

4.4 Responsibilities. The Manager shall spend such time in the management of the business of the Company as is necessary to fulfill effectively such duties as may be assigned to such Manager. The Manager shall be entitled to such compensation for their services rendered to the Company as may be determined by the vote of Members owning more than fifty Percent (50%) of the Percentage Interests in the capital of the Company. The Company shall reimburse the Manager for all direct out-of-pocket expenses incurred by them in connection with the formation of the Company and in managing the business of the Company.

4.5 Company Opportunities. No Manager or Member need offer to the Company any opportunity that may come to such Manager or Member, whether or not the opportunity is within the scope of the Company's business. Any Manager or Member shall be free to pursue any such opportunity independently of the Company and of the other Members.

4.6 Powers of Manager. Except as otherwise provided in this Agreement, the Manager shall have the full authority to control the business and affairs of the Company, to make and carry out all decisions affecting Company affairs, including, without limitation, the powers set forth in the Loan Servicing Agreement between CM Capital Services, LLC, and each Member, as well as the following in connection with and in furtherance of the Company business;

(a) Sell, transfer, lease, borrow against, mortgage, pledge or otherwise dispose of the assets of the Company in the ordinary course of business, and upon such terms and conditions and for such consideration as may be reasonable and prudent.

(b) Manage and operate the business of the Company or any Company property or assets, and enter into agreements with others with respect to the business and assets of the Company containing such terms, covenants and conditions as a Manager shall approve;

(c) Borrow money from banks or financial institutions and other lenders for any Company purpose;

(d) Enter into agreements and contracts with other parties and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as a Manager may deem advisable or appropriate;

(e) Maintain, at the expense of the Company, adequate records and books and accounts of all Company operations and expenditures; and cause the obtaining of and furnishing to each Member of annual financial statements as of the end of and for each fiscal year of the Company, together with tax reporting information;

(f) Make all elections available to the Company under the Internal Revenue Code;

(g) Retain accountants, investment advisors, legal counsel, appraisers, brokers, and other professional advisors for the purpose of planning, operating and carrying out the affairs of the Company, and the payment of fees, commissions or other compensation of such persons, firms or corporations shall be made by the Company and shall constitute expenses of the Company;

(h) Open, maintain and close bank accounts, make deposits therein, and draw checks and other orders for the payment of monies therefrom, all in the name and on behalf of the Company;

(i) Compile reports and be responsible for the preparation, signing and filing of federal and state information returns and other reports and documents required by law or this Operating Agreement;

(j) Collect and account for all monies payable to or owned by the Company and disburse the same in accordance with the terms of this Agreement; Company funds other than cash distributions to the Members shall be paid solely for Company obligations. No Member is authorized otherwise to withdraw or advance funds without unanimous written approval of the Members of the Company;

(k) Exchange on behalf of the Company all promissory notes, security agreements, deeds of trust, mortgages, loan documents, or other documents related to the purchase and sale, financing or refinancing of any Company Properties;

(l) Perform all other functions necessary for the day-to-day operation of the Company or its business or assets;

(m) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management or occasional disposition of Company assets.

4.7 Additional Powers. As additional rights and powers, the Manager shall possess and may enjoy and exercise all of the rights and powers of a Manager as more particularly provided by the limited liability company laws of the State of Nevada, except to the extent any such rights may be limited or restricted by the express provisions of this Agreement.

4.8 Limitation on Powers. Notwithstanding anything to the contrary herein, no Manager or Member shall have any authority to:

(a) Take any action in contravention of this Agreement;

(b) Do any act that would make it impossible to carry out the ordinary business of the Company;

(c) Confess judgment against the Company;

(d) Possess Company properties or assign, increase, modify or consolidate or extend any mortgage, encumbrance, pledge or other rights of the Company in specific property for other than a Company purpose except as otherwise specifically provided herein;

(e) Commingle the funds of the Company with the funds of any Member or other person or entity; or

(f) Take any action contrary to the Loan Servicing Agreement or Special Power of Attorney between CM Capital Services, LLC, and any Member.

4.9 Transactions between Manager and Affiliates. No contract or other transaction between the Company and the Manager or any person, firm or corporation in which any of the Manager is a partner, owner, shareholder, member, manager, officer or director, or is otherwise financially interested, shall be either void, voidable or unenforceable because of such relationship or interest, or because any Manager approves or votes as a Manager to approve or ratify such contract or transaction, or because such Manager's vote or approval as a Manager is counted for such purpose, if the contract or transaction is upon terms and conditions that are competitive with those reasonably available to the Company from of unaffiliated persons rendering comparable services.

4.10 Indemnity. The Company does hereby indemnify and hold harmless its Members and Managers to the fullest extent permitted by NRS. Notwithstanding anything to the contrary in this Agreement, in no event will any indemnification obligation of the Company subject any Member to personal liability.

ARTICLE V – ACCOUNTS

5.1 Books and Accounts. The Company shall keep, at all times during the term of its existence, records of all transactions, assets and liabilities, profits and losses of the Company, together with all records required to be kept pursuant to Section 86.241 of the Act. All such records shall be kept at the principal place of business of the Company and shall be open for inspection by any Member for any proper purpose at all reasonable times.

5.2 Taxable Year; Method of Accounting. The Company shall keep its accounting records and shall report for income tax purposes on a cash basis and with a fiscal year ending on December 31 of each year, and shall report all income tax items in the same manner as a partnership (subject to applicable provisions of the Internal Revenue Code of 1986, as amended, or any future United States internal revenue law).

5.3 Income Tax Returns and Information. The Managers shall cause to be prepared and timely filed on behalf of the Company all necessary income tax returns, reports and elections of the Company. The Company shall provide to each Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction and credit that is relevant to reporting Company affairs. The information shall also show each Member's distributive share of each class of income, gain, loss or deduction. This information shall be furnished to the Members as soon as possible after the close of the Company's taxable year, but no later than the first day of March of each year.

5.4 Section 754 Election. If requested by any Member, the Company shall file an election with the Internal Revenue Service pursuant to the provisions of Section 754 of the Internal Revenue Code.

5.5 Tax Controversies. The Manager authorized and required to represent the Company (at the expense of the Company) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Manager and to do or refrain from doing any or all things reasonably required by the Manager to conduct such proceedings.

5.6 Transfers During Year. To avoid an interim closing of the Company's books and records, the share of profits and losses under Article III of a Member who transferred all or part of his Percentage Interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of profits and losses for the year. The proration shall be made based on the portion of the calendar year that has elapsed prior to the transfer. The balance of the profits and losses attributable to the transferred interest shall be allocated to the transferee of such Percentage Interest.

ARTICLE VI – TRANSFERS OF PERCENTAGE INTERESTS

6.1 Non-Assignability of Percentage Interests.

(a) No Member shall transfer or dispose of a Percentage Interest in the Company at any time during the term of this Agreement except upon the consent of the Manager. As used herein, the term "transfer" shall include any sale, gift, pledge, assignment, bequest, trade, exchange, and any other transfer of any kind, whether voluntary or involuntary, and whether or not for consideration.

(b) Notwithstanding the provisions of Section 6.1(a), the assignment of a portion of a Member's Percentage Interest to a revocable living trust or to a limited partnership that is controlled by the Member making the assignment shall not be deemed a "transfer" of a Percentage Interest, during such times that such assignee is and continues at all times to be controlled by the Member making such assignment, and provided, further, that any such assignee agrees to be bound by all provisions of this Agreement. Any event that results in the foregoing conditions ceasing to be satisfied shall be deemed to constitute a "transfer," for purposes of this Article VI, which transfer shall be deemed to take place upon the occurrence of the event that results in the foregoing conditions ceasing to be satisfied.

6.2 No Encumbrance. Except as provided in Section 6.9, no Member shall pledge, hypothecate, encumber or otherwise permit a security interest to attach to his Percentage Interest in the Company, as now owned or as may be hereafter acquired, or contract to pledge, hypothecate or encumber such Percentage Interest, without the prior written consent of the Manager. Whether or not such consent is given, the rights of any security holder shall be subordinate and subject to the rights and obligations created by this Agreement.

6.3 Transfer of Interest by Manager of the Company. A Manager who for any reason ceases to own a Percentage Interest in the Company or in another entity that is a Member shall cease to be a Manager. No other purchaser or other assignee or successor in ownership to a Manager shall, by acquiring the Percentage Interest of a Manager, thereby become a Manager.

ARTICLE VII – DISSOLUTION AND TERMINATION

7.1 Events of Dissolution. The Company shall continue perpetually unless the Company is sooner dissolved by:

(a) The determination of the Manager of the Company and with the consent of Members by a vote of Members owning seventy-five percent (75%) or more of the Percentage Interests in the capital of the Company or without the Manager of the Company if agreed to by all of the Members.

(b) The incapacity, bankruptcy, withdrawal or dissolution of the Manager; provided, however, that the Manager may decide, within ninety (90) days of the occurrence of such event, to continue the business of the Company, in which case the Company shall not dissolve;

(c) The business of the Company is concluded and the Property has been liquidated;

(d) Any event that makes it unlawful for the business of the Company to be carried on by the Members; or

(e) Any other event that causes a dissolution of a limited liability company under the Act.

7.2 Continuance of the Company. Notwithstanding the foregoing provisions of Section 7.1, upon the occurrence of an event described in subsection 7.1(c), the remaining Members shall have the right to continue the business of the Company. Such right may be exercised only by the affirmative unanimous vote of the remaining Members and, if there is only one remaining Member, provided that an additional individual or entity becomes a Member within 90 days after the occurrence of an event described in Section 7.1(c) to continue the business of the Company. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in this Article VII.

7.3 Final Accounting. In case of the Company's dissolution, the Members shall cause a proper accounting to be made from the date of the last previous accounting to the date of dissolution.

7.4 Liquidation. Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in Section 7.2, a person selected by Members

owing a majority of the Percentage Interests voting on the question shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The Capital Accounts of the Members shall be adjusted to account for the operating income and deductions of the Company for the taxable year of the liquidation or dissolution and to account for any sales of Company assets, in the manner provided in Article III of this Agreement. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds of the liquidation to the Members first in repayment of the positive balances, if any, in their Capital Accounts; and thereafter in proportion to their respective Percentage Interests.

7.5 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, it shall distribute such assets to the Members in undivided interests as tenants in common in proportion to their respective Percentage Interests. In the event that some or all of the Company's assets are not sold, the Members shall determine the fair market value of the unsold assets, and the gain or loss that would have been realized if the assets had then been sold shall be determined, and the Capital Accounts of the Members shall be adjusted accordingly.

7.6 Negative Capital Account Restoration. If, following the distributions provided in this Article VII, any Member has a deficit Capital Account balance, such Member shall be required to contribute cash to the Company in the amount of the deficit. Any cash so contributed to the Company shall be applied to pay Company creditors, or shall be distributed to the other Members, pro rata, in proportion to their positive Capital Account balances. Any contribution that is required to be made by reason of this Section shall be made not later than the end of the taxable year during which the Membership is liquidated or, if later, within ninety (90) days after the date of the liquidation.

7.7 Dissolution of Company. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute appropriate instruments of dissolution and to take such other actions as may be necessary to terminate the Company.

ARTICLE VIII – POWERS OF ATTORNEY

8.1 Appointment. By way of the Special Power of Attorney and Loan Servicing Agreement executed by each Member, each Member has appointed the Manager of the Company, with full power of substitution, as such Member's true and lawful attorney, in such Member's name, place and stead to file articles of organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Agreement or to the articles of organization required by law or authorized or required by the provisions of this Agreement or the articles of organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company wherein the Members have

limited liability in all states and jurisdictions in which the Company may transact business; and (c) all conveyances and other instruments that may be necessary to effect the Company's dissolution and termination. All powers and authority granted to CM Capital Services, LLC, by way of the Special Power of Attorney and the Loan Servicing Agreement executed by each Member are incorporated herein by reference as if set forth in full.

8.2 Nature of Power of Attorney. The power of attorney herein granted shall be deemed to be coupled with an interest and shall be irrevocable and survive the death or incompetency of the Members. In the event of any conflict between this Agreement and any instruments filed by such attorneys pursuant to the powers of attorney granted in this Section, this Agreement shall control.

ARTICLE IX – AMENDMENT TO AGREEMENT

Amendments to this Agreement and to the Articles of Organization may be proposed by any Member. The Member shall submit to the other Members any such proposed amendment. A proposed amendment shall become effective at such time as it has been approved in writing by Members owning more than fifty percent (50%) of the Percentage Interests in the capital of the Company; provide that, any provision in this agreement requiring a supermajority vote (for example, 75%) of the Members may only be amended by a vote of Members owning at least the same Percentage Interest in the capital of the Company as required for such supermajority vote.

ARTICLE X – GENERAL PROVISIONS

10.1 Notices

(a) Method for Notices. All notices required or permitted hereunder shall be sent by first class mail, postage prepaid, and addressed, if to Manager, as set forth in Section 1.9, above, and if to any Member, to their last known address on file with the Manager (except that any Member may from time to time give notice changing such Member's address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

(b) Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in the State of Nevada, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday in the State of Nevada.

(c) Notice to Transferees. No transferee of the Percentage Interest of any Member, regardless of whether the transfer was permitted by this Agreement, shall be entitled to receive a notice independently of the notice sent to the Member who made the transfer. A notice sent or given to a Member shall be deemed to have been sent and given to all transferees of the Member.

10.2 Titles and Captions. All Article and Section titles and captions in this Agreement are for convenience or reference only, and shall not be deemed part of this Agreement, and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

10.3 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

10.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and, except as provided in Article IX, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver. This Agreement replaces and supersedes any and all previous Operating Agreements for the Company.

10.5 Applicable Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

10.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10.7 Rights and Remedies. The rights and remedies of the Members hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. Each Member confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations of the Members hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention of the Members by this provision to make clear their agreement that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.9 Further Action. The Members shall execute and deliver all documents, provide all information, and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing his signature hereto, independently of the signature of any other party. A facsimile signature shall have the same effect as an original.

10.11 Waiver of Partition. Each Member hereby waives any right to partition of the property of the Company.

IN WITNESS WHEREOF, the Manager has executed this Agreement as of the year and date first written above.

"Manager"

CM CAPITAL SERVICES, LLC

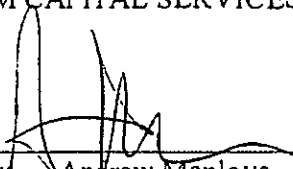

By: Andrew Menlove
Its: Authorized Agent

EXHIBIT A

CMC#: 3068

Desert Capital REIT, Inc AS TO AN UNDIVIDED 45.30 / \$2,479.00 INTEREST.

Tige Henson and Amina Henson, Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 22.00 / \$2,479.00 INTEREST.

Larry L Hillhouse and Sheila M Hillhouse; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 125.00 / \$2,479.00 INTEREST.

Jonathan S Levy and Mary Jane Thomas; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 60.00 / \$2,479.00 INTEREST.

Donald J McMahon and Janice B McMahon Living Trust, dated 4/29/92; Donald J McMahon or Janice B McMahon, Trustees AS TO AN UNDIVIDED 100.00 / \$2,479.00 INTEREST.

Norbert Pomeranz, a Married Man as his Sole and Separate Property AS TO AN UNDIVIDED 65.00 / \$2,479.00 INTEREST.

David Stoebling, a Married Man as His Sole and Separate Property AS TO AN UNDIVIDED 50.00 / \$2,479.00 INTEREST.

James Walker and Laurie Walker; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 110.00 / \$2,479.00 INTEREST.

David G Morgan, a Widower AS TO AN UNDIVIDED 40.00 / \$2,479.00 INTEREST.

Richard W Shaffer and Gina L Shaffer; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 100.00 / \$2,479.00 INTEREST.

Brown Revocable Trust, dated 7/6/00; Thomas Brown and Elvina Brown, Trustees AS TO AN UNDIVIDED 25.00 / \$2,479.00 INTEREST.

Torrey Capital Mortgage Fund, LLC; a California Limited Liability Company AS TO AN UNDIVIDED 200.00 / \$2,479.00 INTEREST.

N. Waldo Group LTD; an Oregon Limited Partnership AS TO AN UNDIVIDED 50.00 / \$2,479.00 INTEREST.

Dr. Hiram J Sherman; a Widower AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Marcia L Bottfeld, IRA AS TO AN UNDIVIDED 100.00 / \$2,479.00 INTEREST.

Ollie Jiles, a Married Woman as Her Sole and Separate Property AS TO AN UNDIVIDED 40.00 / \$2,479.00 INTEREST.

Jerry L West Trust, dated 1/1/98; Jerry L West, Trustee AS TO AN UNDIVIDED 25.00 / \$2,479.00 INTEREST.

Zane Ely and Kim Ely; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

Robert Lawrence Levy, a Widower AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

G2 Resources, LLC, an Arizona Limited Liability Company AS TO AN UNDIVIDED 200.00 / \$2,479.00 INTEREST.

Anthony S Vergara and Maureen K Vergara; Husband and Wife Together as Joint Tenants With Right of Survivorship AS TO AN UNDIVIDED 50.00 / \$2,479.00 INTEREST.

Torry L Cardon, an Unmarried Woman AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Terri L Myers, IRA AS TO AN UNDIVIDED 50.00 / \$2,479.00 INTEREST.

The James J Sacco Revocable Trust, dated 8/7/97; James J Sacco, Trustee AS TO AN UNDIVIDED 40.00 / \$2,479.00 INTEREST.

Joseph C Kafka, a Married Man as His Sole and Separate Property AS TO AN UNDIVIDED 25.00 / \$2,479.00 INTEREST.

Tammy C Stucki, a Married Woman as Her Sole and Separate Property AS TO AN UNDIVIDED 30.00 / \$2,479.00 INTEREST.

Martin Dean Burley Family Trust, dated 8/31/00; Martin D. Burley, Trustee AS TO AN UNDIVIDED 40.00 / \$2,479.00 INTEREST.

Cactus Flower Enterprises, LLC; a Nevada Limited Liability Company AS TO AN UNDIVIDED 105.00 / \$2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Pennie Gettinger, IRA AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Sandra G Nagy, IRA AS TO AN UNDIVIDED 50.00 / \$2,479.00 INTEREST.

Donald L Berry and Susan K Berry; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 25.00 / \$2,479.00 INTEREST.

Carmen Enterprises, LLC; a Nevada Limited Liability Company AS TO AN UNDIVIDED 20.00 / \$2,479.00 INTEREST.

Han Lee and Carol L. Lee; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 30.00 / \$2,479.00 INTEREST.

Arnold I. Redman, an Unmarried Man AS TO AN UNDIVIDED 75.00 / \$2,479.00 INTEREST.

Linda Jean McMahon Trust, dated 2/17/99; Karen McMahon Gronowski and David Gronowski, Trustees AS TO AN UNDIVIDED 200.00 / \$2,479.00 INTEREST.

Karen McMahon Gronowski Trust, dated 2/17/99; Linda J. McMahon and David Gronowski, Trustees AS TO AN UNDIVIDED 200.00 / \$2,479.00 INTEREST.

CMC#: 3068

Preferred Trust Company, LLC Custodian FBO John Handa, Sep IRA AS
TO AN UNDIVIDED 31.70 / \$2,479.00 INTEREST.

Amnis Management Group AS TO AN UNDIVIDED 50.00 / \$2,479.00
INTEREST.

OPERATING AGREEMENT
for

NW Commercial 3069, LLC,
a Nevada limited liability company

OPERATING AGREEMENT

for

**NW COMMERCIAL 3069, LLC,
a Nevada limited liability company**

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 16 day of June, 2009, by the lenders set forth at **Exhibit "A"** attached hereto (said persons, trusts, or entities are hereinafter referred to collectively as the "Members" and individually as a "Member") and CM Capital Services, LLC, a Nevada limited liability company, as Manager.

RECITALS

WHEREAS, CM Capital Services, LLC, is in the business of selling first trust deed loan opportunities whereby CM Capital Services, LLC, obtains funds from individual lenders for the purpose of making loans to third-party borrowers, secured by an undivided fractional interests in the first trust deed;

WHEREAS, the Members listed in **Exhibit "A"** are individual lenders who provided funds to CM Capital Services, LLC, for the purpose of investing in a trust deed loans known as "CMC Loan #3069, all of which were recorded under the borrower commonly known as Northwest Investments, LLC" (the "Loan") secured by a deed of trust on certain real property described by APN 125-19-301-002 (the "Property");

WHEREAS, the Members each appointed CM Capital Services, LLC, as their attorney in fact through a Special Power of Attorney and each executed a Loan Servicing Agreement which governs the servicing of the Loan by CM Capital Services, LLC, and authorizes CM Capital Services, LLC, to create a "Special Purpose Entity", owned by the Members, for the purpose of holding title to real property obtained through foreclosure proceedings and authorizing CM Capital Services to manage, operate, improve, rent and sell such real property; and

WHEREAS, the third-party borrower defaulted on the Loan and, pursuant to the terms of the Loan Servicing Agreement, NW Commercial 3069, LLC, was formed by CM Capital Services, LLC, and has obtained title to the Property through foreclosure proceedings.

AGREEMENT

NOW, THEREFOR, CM Capital Services, by and through the authority granted to it by the Members pursuant to the Special Power of Attorney and the Loan Servicing Agreement executed by each of them, has formed a limited liability company pursuant to the laws of the State of Nevada. Accordingly, in consideration of the mutual covenants contained herein, the Members and Manager agree and certify as follows:

ARTICLE I – THE LIMITED LIABILITY COMPANY

1.1 Formation. The Members, through the Loan Servicing Agreement, have authorized the Manager to form a limited liability company pursuant to the provisions of Chapter 86, Nevada Revised Statutes, Section 86.010 et seq. as currently in effect (the "Act").

1.2 Filings. Pursuant to the authority acknowledged in Section 1.1 of this Agreement, the Manager has caused Articles of Organization that meet the requirements of the Act to be properly filed with the Secretary of State of the State of Nevada, and is authorized to further execute and file for record such other and further documents (including amendments to the Articles of Organization) and shall take such other and further action as may be appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties in which the Company (as hereinafter defined) may conduct its business.

1.3 Name. The name of the limited liability company shall be NW Commercial 3069, LLC, a Nevada limited liability company (the "Company").

1.4 Term. The Company shall have a perpetual existence, unless sooner terminated by law or by action of the Members as hereinafter provided.

1.5 Registered Office; Registered Agent. The address of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 220, Henderson, Nevada 89014 and thereafter at such other location as the Manager may designate. The Company's initial registered agent for the service of legal process in Nevada at such address shall be CM Capital Services, LLC, a Nevada limited liability company.

1.6 Purpose and Business. The purpose and business of the Company shall be to transact any and all businesses for which limited liability companies may be formed under Nevada law and to accomplish such purpose for its own account or as a nominee, agent or trustee for others, including, but not limited to, the Members.

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 200, Henderson, Nevada 89014, or at such other place as the Members may from time to time determine.

1.8 Manager. The name and business address of the Manager of the Company is as follows:

CM Capital Services, LLC

1291 Galleria Dr., Suite 200
Henderson, Nevada 89014

1.9 Members. The identity of each Member is set forth on **Exhibit "A"**.

1.10 Execution of Documents. Pursuant to the Written Consent of Sole Manager, Andrew Menlove, Vice President of Portfolio Management for the Manager, is authorized to execute this Agreement and any and all other documents necessary to effectuate the sale of the Property on behalf of the Manager.

ARTICLE II – CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial capital of the Company shall be the undivided interests that each Member held in certain second trust deed investments secured by the Property, which each Member has contributed to the Company in exchange for their respective Percentage Interests (as defined in Section 2.2 of this Agreement), in accordance with the terms of the Loan Servicing Agreement.

2.2 Percentage Interests. The Percentage Interests of the Members in and to the capital, profits and losses of the Company ("Percentage Interests") shall be in the amount set forth on **Exhibit "A."**

2.3 No Interest on Capital Accounts. No interest shall be paid by the Company on any capital accounts or capital contributions of the Members.

2.4 Return of Capital Contributions. The capital contributions of the Members will be returned to them to the extent provided in Section 7.4 upon termination and dissolution of the Company. No Members shall have the right to demand the return of such Members' capital contributions other than at the time provided herein, and no Member shall have the right to demand and receive property other than cash in return for such Member's capital contributions. Notwithstanding the foregoing, however, the Company may by determination of the Managers with the consent of Members owning not less than a majority of the Percentage Interests in the Company (determined immediately prior to such event) return all or part of any Member's capital contribution to such Member.

ARTICLE III – PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Allocation of Profits and Losses. Except as provided below, the Company's net profits or net losses and each item of the Company's net income, gain, loss, deduction, credit and tax preference shall be determined on an annual basis, and shall be allocated, for purposes of both book and tax accounting, in accordance with the Percentage Interests of the Members as set forth in Section 2.2.

3.2 Distributions of Capital Proceeds. In the event of the sale, financing, refinancing, or other disposition of any of the assets of the Company and in the discretion of the Managers, the net proceeds of the sale, financing, refinancing, or other disposition (after deducting any expenses incurred in connection therewith) (hereinafter "Capital Proceeds"), in the sole discretion of the Managers, may be applied to pay any indebtedness of the Company, to purchase or finance any improvements to any Company assets, to pay any other expenses or to establish or increase any reserves deemed reasonably necessary by the Managers. Any balance remaining after the foregoing applications shall be distributed among the Members in the following manner:

(a) First, to the Members, pro rata, in repayment of the positive (credit) balances in their capital accounts.

(b) All remaining Capital Proceeds shall be distributed among the Members in accordance with their Percentage Interests in the capital of the Company set forth in Section 2.2.

3.3 Net Profits and Net Losses. The terms "net profits" and "net losses" as used in this Agreement and for accounting purposes shall mean taxable income and taxable losses, respectively, as calculated for federal income tax purposes.

3.4 Cash Available for Distribution. The term "cash available for distribution" shall mean gross cash operating receipts of the Company, less:

(a) All cash charges and business expenses incurred in the establishment and operation of the business of the Company;

(b) Principal and interest payments on Company indebtedness (including indebtedness, if any, to a Member or an affiliate or associate of a Member); and

(c) All cash reserves determined by the Managers to be necessary or desirable for the reasonable needs of the Company or for future investment or business opportunities (regardless of whether any specific opportunities have then been identified for consideration), including, but not limited to, reserves for contingencies, taxes, insurance, debt reduction and working capital.

3.5 Allocation of Tax Credits. Any tax credits arising out of the operation of the Company for a given year shall be allocated among the Members in the same manner as net profits and net losses are allocated for such year pursuant to Section 3.1.

3.6 Recapture of Tax Credits. The Members agree that any amounts of tax credit that are required to be recaptured, as a result of the disposition of any of the properties of the Company with respect to which any tax credit was claimed, will be allocated and taken into account with respect to each Member in the same proportion as the amounts of such tax credit were allocated to each Member.

3.7 Members' Accounts. The Company shall maintain separate capital accounts for each Member. The capital accounts shall at all times be maintained in accordance with the applicable requirements of Section 704 of the Internal Revenue Code of 1986 and the Treasury Regulations issued thereunder. Each Member's capital account shall consist of the Member's initial capital contribution, increased by (i) any additional capital contributions made by such Member, and (ii) such Member's share of Company profits, and shall be decreased by (iii) distributions to such Member in reduction of Company capital, and (iv) such Member's share of Company losses. Other positive and negative adjustments shall be made as required by Section 704 and the regulations thereunder.

ARTICLE IV – MANAGEMENT BY MANAGER

4.1 Management. The business of the Company shall be under the full and exclusive management of the Manager. The following rules shall apply:

(a) This Agreement shall be subject to the terms and conditions set forth in the Loan Servicing Agreement executed between CM Capital Services, LLC, and the Member.

(b) The Members may at any time elect additional Managers of the Company. The election of an additional Manager shall require the unanimous vote of Members of the Company.

(c) The Members may at any time remove a Manager from office. The removal of a Manager shall require the unanimous vote of Members of the Company. Provided, however, if such removal results in the Company having no Manager then serving, then the removed Manager shall continue to act as a Manager of the Company until replaced with a new Manager who is appointed by the unanimous vote of Members of the Company.

4.2 Votes by Members. Whenever, whether pursuant to this Operating Agreement or otherwise, a vote is taken by the Members of the Company or an action is required to be approved by the Members, such vote or action shall be taken or approved in accordance with the Members' respective Percentage Interests in the capital of the Company.

4.3 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, the liability of the Members shall be limited as provided in the Act.

4.4 Responsibilities. The Manager shall spend such time in the management of the business of the Company as is necessary to fulfill effectively such duties as may be assigned to such Manager. The Manager shall be entitled to such compensation for their services rendered to the Company as may be determined by the vote of Members owning more than fifty Percent (50%) of the Percentage Interests in the capital of the Company. The Company shall reimburse the Manager for all direct out-of-pocket expenses incurred by them in connection with the formation of the Company and in managing the business of the Company.

4.5 Company Opportunities. No Manager or Member need offer to the Company any opportunity that may come to such Manager or Member, whether or not the opportunity is within the scope of the Company's business. Any Manager or Member shall be free to pursue any such opportunity independently of the Company and of the other Members.

4.6 Powers of Manager. Except as otherwise provided in this Agreement, the Manager shall have the full authority to control the business and affairs of the Company, to make and carry out all decisions affecting Company affairs, including, without limitation, the powers set forth in the Loan Servicing Agreement between CM Capital Services, LLC, and each Member, as well as the following in connection with and in furtherance of the Company business;

(a) Sell, transfer, lease, borrow against, mortgage, pledge or otherwise dispose of the assets of the Company in the ordinary course of business, and upon such terms and conditions and for such consideration as may be reasonable and prudent.

(b) Manage and operate the business of the Company or any Company property or assets, and enter into agreements with others with respect to the business and assets of the Company containing such terms, covenants and conditions as a Manager shall approve;

(c) Borrow money from banks or financial institutions and other lenders for any Company purpose;

(d) Enter into agreements and contracts with other parties and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as a Manager may deem advisable or appropriate;

(e) Maintain, at the expense of the Company, adequate records and books and accounts of all Company operations and expenditures; and cause the obtaining of and furnishing to each Member of annual financial statements as of the end of and for each fiscal year of the Company, together with tax reporting information;

(f) Make all elections available to the Company under the Internal Revenue Code;

(g) Retain accountants, investment advisors, legal counsel, appraisers, brokers, and other professional advisors for the purpose of planning, operating and carrying out the affairs of the Company, and the payment of fees, commissions or other compensation of such persons, firms or corporations shall be made by the Company and shall constitute expenses of the Company;

(h) Open, maintain and close bank accounts, make deposits therein, and draw checks and other orders for the payment of monies therefrom, all in the name and on behalf of the Company;

(i) Compile reports and be responsible for the preparation, signing and filing of federal and state information returns and other reports and documents required by law or this Operating Agreement;

(j) Collect and account for all monies payable to or owned by the Company and disburse the same in accordance with the terms of this Agreement; Company funds other than cash distributions to the Members shall be paid solely for Company obligations. No Member is authorized otherwise to withdraw or advance funds without unanimous written approval of the Members of the Company;

(k) Exchange on behalf of the Company all promissory notes, security agreements, deeds of trust, mortgages, loan documents, or other documents related to the purchase and sale, financing or refinancing of any Company Properties;

(l) Perform all other functions necessary for the day-to-day operation of the Company or its business or assets;

(m) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management or occasional disposition of Company assets.

4.7 Additional Powers. As additional rights and powers, the Manager shall possess and may enjoy and exercise all of the rights and powers of a Manager as more particularly provided by the limited liability company laws of the State of Nevada, except to the extent any such rights may be limited or restricted by the express provisions of this Agreement.

4.8 Limitation on Powers. Notwithstanding anything to the contrary herein, no Manager or Member shall have any authority to:

(a) Take any action in contravention of this Agreement;

(b) Do any act that would make it impossible to carry out the ordinary business of the Company;

(c) Confess judgment against the Company;

(d) Possess Company properties or assign, increase, modify or consolidate or extend any mortgage, encumbrance, pledge or other rights of the Company in specific property for other than a Company purpose except as otherwise specifically provided herein;

(e) Commingle the funds of the Company with the funds of any Member or other person or entity; or

(f) Take any action contrary to the Loan Servicing Agreement or Special Power of Attorney between CM Capital Services, LLC, and any Member.

4.9 Transactions between Manager and Affiliates. No contract or other transaction between the Company and the Manager or any person, firm or corporation in which any of the Manager is a partner, owner, shareholder, member, manager, officer or director, or is otherwise financially interested, shall be either void, voidable or unenforceable because of such relationship or interest, or because any Manager approves or votes as a Manager to approve or ratify such contract or transaction, or because such Manager's vote or approval as a Manager is counted for such purpose, if the contract or transaction is upon terms and conditions that are competitive with those reasonably available to the Company from of unaffiliated persons rendering comparable services.

4.10 Indemnity. The Company does hereby indemnify and hold harmless its Members and Managers to the fullest extent permitted by NRS. Notwithstanding anything to the contrary in this Agreement, in no event will any indemnification obligation of the Company subject any Member to personal liability.

ARTICLE V – ACCOUNTS

5.1 Books and Accounts. The Company shall keep, at all times during the term of its existence, records of all transactions, assets and liabilities, profits and losses of the Company, together with all records required to be kept pursuant to Section 86.241 of the Act. All such records shall be kept at the principal place of business of the Company and shall be open for inspection by any Member for any proper purpose at all reasonable times.

5.2 Taxable Year; Method of Accounting. The Company shall keep its accounting records and shall report for income tax purposes on a cash basis and with a fiscal year ending on December 31 of each year, and shall report all income tax items in the same manner as a partnership (subject to applicable provisions of the Internal Revenue Code of 1986, as amended, or any future United States internal revenue law).

5.3 Income Tax Returns and Information. The Managers shall cause to be prepared and timely filed on behalf of the Company all necessary income tax returns, reports and elections of the Company. The Company shall provide to each Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction and credit that is relevant to reporting Company affairs. The information shall also show each Member's distributive share of each class of income, gain, loss or deduction. This information shall be furnished to the Members as soon as possible after the close of the Company's taxable year, but no later than the first day of March of each year.

5.4 Section 754 Election. If requested by any Member, the Company shall file an election with the Internal Revenue Service pursuant to the provisions of Section 754 of the Internal Revenue Code.

5.5 Tax Controversies. The Manager authorized and required to represent the Company (at the expense of the Company) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Manager and to do or refrain from doing any or all things reasonably required by the Manager to conduct such proceedings.

5.6 Transfers During Year. To avoid an interim closing of the Company's books and records, the share of profits and losses under Article III of a Member who transferred all or part of his Percentage Interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of profits and losses for the year. The proration shall be made based on the portion of the calendar year that has elapsed prior to the transfer. The balance of the profits and losses attributable to the transferred interest shall be allocated to the transferee of such Percentage Interest.

ARTICLE VI – TRANSFERS OF PERCENTAGE INTERESTS

6.1 Non-Assignability of Percentage Interests.

(a) No Member shall transfer or dispose of a Percentage Interest in the Company at any time during the term of this Agreement except upon the consent of the Manager. As used herein, the term "transfer" shall include any sale, gift, pledge, assignment, bequest, trade, exchange, and any other transfer of any kind, whether voluntary or involuntary, and whether or not for consideration.

(b) Notwithstanding the provisions of Section 6.1(a), the assignment of a portion of a Member's Percentage Interest to a revocable living trust or to a limited partnership that is controlled by the Member making the assignment shall not be deemed a "transfer" of a Percentage Interest, during such times that such assignee is and continues at all times to be controlled by the Member making such assignment, and provided, further, that any such assignee agrees to be bound by all provisions of this Agreement. Any event that results in the foregoing conditions ceasing to be satisfied shall be deemed to constitute a "transfer," for purposes of this Article VI, which transfer shall be deemed to take place upon the occurrence of the event that results in the foregoing conditions ceasing to be satisfied.

6.2 No Encumbrance. Except as provided in Section 6.9, no Member shall pledge, hypothecate, encumber or otherwise permit a security interest to attach to his Percentage Interest in the Company, as now owned or as may be hereafter acquired, or contract to pledge, hypothecate or encumber such Percentage Interest, without the prior written consent of the Manager. Whether or not such consent is given, the rights of any security holder shall be subordinate and subject to the rights and obligations created by this Agreement.

6.3 Transfer of Interest by Manager of the Company. A Manager who for any reason ceases to own a Percentage Interest in the Company or in another entity that is a Member shall cease to be a Manager. No other purchaser or other assignee or successor in ownership to a Manager shall, by acquiring the Percentage Interest of a Manager, thereby become a Manager.

ARTICLE VII – DISSOLUTION AND TERMINATION

7.1 Events of Dissolution. The Company shall continue perpetually unless the Company is sooner dissolved by:

(a) The determination of the Manager of the Company and with the consent of Members by a vote of Members owning seventy-five percent (75%) or more of the Percentage Interests in the capital of the Company or without the Manager of the Company if agreed to by all of the Members.

(b) The incapacity, bankruptcy, withdrawal or dissolution of the Manager; provided, however, that the Manager may decide, within ninety (90) days of the occurrence of such event, to continue the business of the Company, in which case the Company shall not dissolve;

(c) The business of the Company is concluded and the Property has been liquidated;

(d) Any event that makes it unlawful for the business of the Company to be carried on by the Members; or

(e) Any other event that causes a dissolution of a limited liability company under the Act.

7.2 Continuance of the Company. Notwithstanding the foregoing provisions of Section 7.1, upon the occurrence of an event described in subsection 7.1(c), the remaining Members shall have the right to continue the business of the Company. Such right may be exercised only by the affirmative unanimous vote of the remaining Members and, if there is only one remaining Member, provided that an additional individual or entity becomes a Member within 90 days after the occurrence of an event described in Section 7.1(c) to continue the business of the Company. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in this Article VII.

7.3 Final Accounting. In case of the Company's dissolution, the Members shall cause a proper accounting to be made from the date of the last previous accounting to the date of dissolution.

7.4 Liquidation. Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in Section 7.2, a person selected by Members

owing a majority of the Percentage Interests voting on the question shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The Capital Accounts of the Members shall be adjusted to account for the operating income and deductions of the Company for the taxable year of the liquidation or dissolution and to account for any sales of Company assets, in the manner provided in Article III of this Agreement. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds of the liquidation to the Members first in repayment of the positive balances, if any, in their Capital Accounts; and thereafter in proportion to their respective Percentage Interests.

7.5 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, it shall distribute such assets to the Members in undivided interests as tenants in common in proportion to their respective Percentage Interests. In the event that some or all of the Company's assets are not sold, the Members shall determine the fair market value of the unsold assets, and the gain or loss that would have been realized if the assets had then been sold shall be determined, and the Capital Accounts of the Members shall be adjusted accordingly.

7.6 Negative Capital Account Restoration. If, following the distributions provided in this Article VII, any Member has a deficit Capital Account balance, such Member shall be required to contribute cash to the Company in the amount of the deficit. Any cash so contributed to the Company shall be applied to pay Company creditors, or shall be distributed to the other Members, pro rata, in proportion to their positive Capital Account balances. Any contribution that is required to be made by reason of this Section shall be made not later than the end of the taxable year during which the Membership is liquidated or, if later, within ninety (90) days after the date of the liquidation.

7.7 Dissolution of Company. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute appropriate instruments of dissolution and to take such other actions as may be necessary to terminate the Company.

ARTICLE VIII – POWERS OF ATTORNEY

8.1 Appointment. By way of the the Special Power of Attorney and Loan Servicing Agreement executed by each Member, each Member has appointed the Manager of the Company, with full power of substitution, as such Member's true and lawful attorney, in such Member's name, place and stead to file articles of organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Agreement or to the articles of organization required by law of authorized or required by the provisions of this Agreement or the articles of organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company wherein the Members have

limited liability in all states and jurisdictions in which the Company may transact business; and (c) all conveyances and other instruments that may be necessary to effect the Company's dissolution and termination. All powers and authority granted to CM Capital Services, LLC, by way of the Special Power of Attorney and the Loan Servicing Agreement executed by each Member are incorporated herein by reference as if set forth in full.

8.2 Nature of Power of Attorney. The power of attorney herein granted shall be deemed to be coupled with an interest and shall be irrevocable and survive the death or incompetency of the Members. In the event of any conflict between this Agreement and any instruments filed by such attorneys pursuant to the powers of attorney granted in this Section, this Agreement shall control.

ARTICLE IX – AMENDMENT TO AGREEMENT

Amendments to this Agreement and to the Articles of Organization may be proposed by any Member. The Member shall submit to the other Members any such proposed amendment. A proposed amendment shall become effective at such time as it has been approved in writing by Members owning more than fifty percent (50%) of the Percentage Interests in the capital of the Company; provide that, any provision in this agreement requiring a supermajority vote (for example, 75%) of the Members may only be amended by a vote of Members owning at least the same Percentage Interest in the capital of the Company as required for such supermajority vote.

ARTICLE X – GENERAL PROVISIONS

10.1 Notices

(a) Method for Notices. All notices required or permitted hereunder shall be sent by first class mail, postage prepaid, and addressed, if to Manager, as set forth in Section 1.9, above, and if to any Member, to their last known address on file with the Manager (except that any Member may from time to time give notice changing such Member's address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

(b) Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in the State of Nevada, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday in the State of Nevada.

(c) Notice to Transferees. No transferee of the Percentage Interest of any Member, regardless of whether the transfer was permitted by this Agreement, shall be entitled to receive a notice independently of the notice sent to the Member who made the transfer. A notice sent or given to a Member shall be deemed to have been sent and given to all transferees of the Member.

10.2 Titles and Captions. All Article and Section titles and captions in this Agreement are for convenience or reference only, and shall not be deemed part of this Agreement, and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

10.3 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

10.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and, except as provided in Article IX, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver. This Agreement replaces and supersedes any and all previous Operating Agreements for the Company.

10.5 Applicable Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

10.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10.7 Rights and Remedies. The rights and remedies of the Members hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. Each Member confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations of the Members hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention of the Members by this provision to make clear their agreement that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.9 Further Action. The Members shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing his signature hereto, independently of the signature of any other party. A facsimile signature shall have the same effect as an original.

10.11 Waiver of Partition. Each Member hereby waives any right to partition of the property of the Company.

IN WITNESS WHEREOF, the Manager has executed this Agreement as of the year and date first written above.

"Manager"

CM CAPITAL SERVICES, LLC

A handwritten signature in black ink, appearing to read 'Andrew Menlove', is written over a horizontal line.

By: Andrew Menlove
Its: Authorized Agent

EXHIBIT A

EXHIBIT A

CMC#: 3069

Michael T Brunsvold, an Unmarried Man AS TO AN UNDIVIDED 30.00 / \$2,438.00 INTEREST.

Stephen T Chenin, DDS, LTD Profit Sharing Plan AS TO AN UNDIVIDED 16.00 / \$2,438.00 INTEREST.

S. George Goich, a Widower AS TO AN UNDIVIDED 45.00 / \$2,438.00 INTEREST.

Sybil Lovaas, an Unmarried Woman AS TO AN UNDIVIDED 50.00 / \$2,438.00 INTEREST.

Jeff Phalen and Cindy Phalen; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 25.00 / \$2,438.00 INTEREST.

Rice Family 2002 Trust, dated 9/17/02; Alonzo M Rice and Linda L Rice, Trustees AS TO AN UNDIVIDED 40.00 / \$2,438.00 INTEREST.

James Walker and Laurie Walker; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 150.00 / \$2,438.00 INTEREST.

KM Trust, dated 9/1/05; Kwong Ma, Trustee AS TO AN UNDIVIDED 25.00 / \$2,438.00 INTEREST.

Boxed Resources, L.P.; a Nevada Limited Partnership AS TO AN UNDIVIDED 100.00 / \$2,438.00 INTEREST.

Brown Revocable Trust, dated 7/6/00; Thomas Brown and Elvina Brown, Trustees AS TO AN UNDIVIDED 25.00 / \$2,438.00 INTEREST.

Heid Living Trust, dated 4/19/99 AS TO AN UNDIVIDED 20.00 / \$2,438.00 INTEREST.

Brent and Miko Tunnell Revocable Trust Agreement, dated 5/22/03 AS TO AN UNDIVIDED 400.00 / \$2,438.00 INTEREST.

Stuart Myers, an Unmarried Man AS TO AN UNDIVIDED 21.30 / \$2,438.00 INTEREST.

Sharon Kaye, an Unmarried Woman AS TO AN UNDIVIDED 21.00 / \$2,438.00 INTEREST.

The Perry R Harbour and Mary M Harbour Joint Living Trust, dated 11/25/02 AS TO AN UNDIVIDED 20.00 / \$2,438.00 INTEREST.

Tamice K Hirschey, a Single Woman AS TO AN UNDIVIDED 100.00 / \$2,438.00 INTEREST.

Torrey Capital Mortgage Fund, LLC; a California Limited Liability Company AS TO AN UNDIVIDED 200.00 / \$2,438.00 INTEREST.

Jay A Pandaleon Profit Sharing Plan & Trust, dated 1/1/75; Jay A Pandaleon and Leigh B Pandaleon, Trustees AS TO AN UNDIVIDED 20.00 / \$2,438.00 INTEREST.

CMC#: 3069

First Savings Bank, Custodian of the funds for Michael S. Stewart,
IRA AS TO AN UNDIVIDED 25.00 / \$2,438.00 INTEREST.

Avila Master Fund, LP, a Cayman Islands Limited Partnership AS TO
AN UNDIVIDED 1,104.70 / \$2,438.00 INTEREST.



PLANNING & DEVELOPMENT DEPARTMENT

EXTENSION OF TIME SUBMITTAL REQUIREMENTS

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Extension of Time is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Extension of Time application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Extension of Time.

JUSTIFICATION LETTER: A detailed letter that explains the request, the intended use of the property, and how the project meets/supports existing City policies and regulations is required.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible. In most cases, the legal description on the deed is sufficient.

COPY OF APPROVAL LETTER: Submit a copy of the approval letter for the related case.

LASER PRINT: A reduced, black & white 8.5x11 (high resolution) copy of **ALL** original required plans and drawings is required. All submitted plans shall not reference the original case number or dates.

FEES: Administrative or Non-Public Hearing.....\$300
Public Hearing.....\$300 plus \$500 for notification & advertising fees

STATEMENT OF FINANCIAL INTEREST: A completed Statement of Financial Interest is required.

20040315
02213

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 125-19-301-013
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm/Indl
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument _____
Book _____ Page: _____
Date of _____
Notes _____

3. Total Value/Sales Price of Property:

\$429,000.00

Deed in Lieu of Foreclosure Only (value of property)

(\$ _____)

Transfer Tax Value:

\$429,000.00

Real Property Transfer Tax Due:

\$2,187.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 378.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 378.090 and NRS 378.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 378.090, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Hiroko Rhodes

Capacity: SELLER

Signature: _____

Capacity: ()

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Hiroko Rhodes

Address: 20300 Alfreco Avenue

City: Red Bluff

State: CA Zip: 90080

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: c/o Focus Commercial Group

Address: 3455 Cliff Shadows Parkway, Suite

City: Las Vegas

State: NV Zip: 89129

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

Print Name: First American Title Insurance Company National

File Number: NCS-44941-HHLV 03/15

Address: 3969 Howard Hughes Parkway, Suite 380

City: Las Vegas

State: NV Zip: 89109

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

Reproduced by First American Title Insurance Rev 10/01

2213 COPY

20040315
02213STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 125-19-301-013

b)

c)

d)

2. Type of Property

a) ☒ Vacant Landc) ☐ Condo/Townhomee) ☐ Apt. Bldg.g) ☐ Agriculturali) ☐ Otherb) ☐ Single Fam. Resd) ☐ 2-4 Pkxf) ☐ Comm/Indlh) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument

Book

Page

Date of

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

\$429,000.00

\$

\$429,000.00

\$2,187.80

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.050, Section:

b. Explain reason for exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.050 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documented information if called upon to substantiate the information provided herein. Furthermore, the disclosure of any stated exemption, or other debt exemption or additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.050, the Buyer and Seller shall be jointly and severally liable for any additional assessments.

Signature:

Capacity:

Signature:

Capacity:

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Hinko Rhodes

Address: 20300 Alameda Avenue

City: Red Bluff

State: CA

Zip: 95060

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: SLS Financial Commercial Group

Address: 3486 NE Graceland Parkway, Suite

City: Las Vegas

State: NV

Zip: 89129

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

Print Name: First American Title Insurance Company National

File Number: NCR-4 211-483.Y.com

Address: 3080 Howard Hughes Parkway, Suite 300

City: Las Vegas

State: NV

Zip: 89102

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

Reprints: 01 by First American Title Insurance Rev 1/03/01

2213

Recording Requested by:
First American Title Insurance Co.
APN: 125-19-301-013
Escrow Number: 108-44941 CD
WHEN RECORDED MAIL TO AND
TAX STATEMENTS TO:
R.P.T.T. \$2187.90
Brain Surgery, LLC
3455 Cliffs Shadows Parkway, Ste. 220
Las Vegas, Nv. 89129

GRANT BARGAIN AND

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER
20040315
RECORDED AT THE REQUEST OF:

FIRST AMERICAN TITLE COMPANY OF NV
03-15-2004 14:12 REA
OFFICIAL RECORDS
BOOK/INSTR: 20040315-02213
PAGE COUNT: 2
FEE: 40.00
RPTT: 2187.90

FOR VALUABLE CONSIDERATION, receipt of which is hereby, *acknowledged,* NON-COMPLIANCE CHARGE INC: 25.00

Hiroko Rhodes, a widow

do(es) hereby GRANT, BARGAIN AND SELL TO:
BRAIN SURGERY, LLC, a Nevada limited liability company

The real property situated in the County of Clark, State of Nevada described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof for complete legal description

Subject to:

1. All general and special taxes for the current year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record

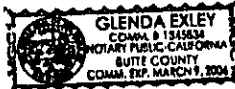
TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining and any reversions, remainders, rents, issues or profits thereof.

X *Hiroko Rhodes* 7/3/03
Hiroko Rhodes Date:

State of)
) ss.
County of)

This instrument was acknowledged before
me on September 8, 2003 by

Hiroko Rhodes
Glenda Exley
Glenda Exley
Notary Public
(My Commission expires 5-9-06)



COPY

20040315
02213

Exhibit "A"

Government Lot 28 in Section 19, Township 19 South, Range
60 East, M.D.S. & M.

Excepting therefrom that portion as conveyed to the County
of Clark in that certain document recorded April 3, 1998 in
Book 980403 as Instrument No. 00327 of Official Records.

ASSESSOR'S
COPY



20090527-0000805

Fee: \$20.00 RPTT: \$734.40

N/C Fee: \$25.00

05/27/2009 09:21:21

T20090183666

Requestor:

CHICAGO TITLE THE POINTE

Debbie Conway MSH

Clark County Recorder Pgs: 10

APN: 125-19-301-004 and 125-19-301-005

Affix R.P.T.T.

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:

Bobby Choudhury
1291 W. Galleria Drive
Suite #220
Henderson, NV 89014

09006211-FB

QUITCLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH:

That in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to SW Commercial 3068 LLC, a Nevada limited *, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

*liability company

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

Witness my hand on

May 12, 2009.

GRANTOR

SOUTHWEST DESERT EQUITIES, LLC

BY: HOLDINGS MANAGER, LLC, its Manager

By:

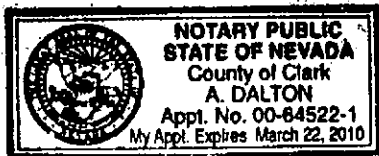
John A. Ritter John A. Ritter

Its: Manager

Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on May 12, 2009 by John A. Ritter as Manager of Holdings Manager, LLC, a Nevada limited liability company as Manager of Southwest Desert Equities, LLC, a Nevada limited liability company.



A. Dalton

Notary Public

A. Dalton
00-64522-1
3/22/10

ASSESSOR'S COPY

ESTOPPEL AFFIDAVIT

State of Nevada
County of Clark

Southwest Desert Equities, LLC, being first duly sworn, deposes and says:

That Southwest Desert Equities, LLC is the identical party who executed and delivered that certain Deed in Lieu of Foreclosure to SW Commercial 3068, LLC, dated May 12, 2009, conveying the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

That the aforesaid Deed is an absolute conveyance of the title to said property to the Grantee, and not a mortgage, trust conveyance, or security of any kind. AFFIANT, AS AUTHORIZED BY AND ON BEHALF OF SOUTHWEST DESERT EQUITIES, LLC, CONVEYS TO THE GRANTEE ALL OF SOUTHWEST DESERT EQUITIES, LLC'S RIGHT, TITLE, INTEREST AND POSSESSION TO THE PROPERTY. That it was a free and voluntary act; that neither I nor Southwest Desert Equities, LLC were acting under any coercion or duress; that the consideration for said Deed is the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, executed by Southwest Desert Equities, LLC, as Trustor, to Stewart Title, as trustee for the benefit of SW Commercial 3068, LLC, as Beneficiary, which was recorded on December 7, 2007, as Instrument No. 0003713, in Book 20071207 of Official Records, Clark County, Nevada. Affiant believes that the consideration represents a fair value for the deeded Property.

That this affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties who may acquire an interest in the property herein described, and particularly for the benefit of the title company about to insure the title to said property in reliance thereon, and for any other title company which may hereafter be instituted, to the truth of the particular facts herein above set forth.

COPY

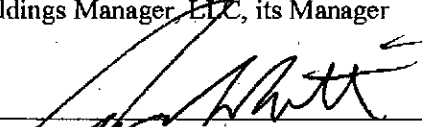
That affiant will testify, declare, depose or certify before any competent tribunal, officer, or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

DATED: May 12, 2009

GRANTOR:

SOUTHWEST DESERT EQUITIES, LLC

By: Holdings Manager, LLC, its Manager

By: 

John A. Ritter, its Manager

John A. Ritter, its Manager

The Grantee joins in the execution of this instrument in acceptance of the terms and conditions contained herein.

CONSOLIDATED MORTGAGE, LLC, as agent for those beneficiaries listed on Exhibit A attached hereto

By: 

Its: Todd Parriott, Manager

BENEFICIARY

SW COMMERCIAL 3068, LLC, A NEVADA LIMITED LIABILITY COMPANY

ASSESSOR'S COPY

Exhibit A

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 19 South, Range 60 East, M.D.M.

Also known as the North Half (N 1/2) of Government Lot Twenty One (21);

PARCEL 2:

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 19 South, Range 60 East, M.D.M.

Also known as the South Half (S 1/2) of Government Lot Twenty One (21);

ASSessor's COPY

DEED OF TRUST RECORDED DECEMBER 7, 2007 IN BOOK 20071207, DOCUMENT NO. 0003713;

ASSIGNMENT OF DEED OF TRUST RECORDED MARCH 31, 2008 IN BOOK 20080331, DOCUMENT NO. 0004466;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 003625;

ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 19, 2008 IN BOOK 20081119, DOCUMENT NO. 0002056;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526 AS
DOCUMENT NO. 0003103

LESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-19-301-004/005

b)

F M

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: dil sas

3. a. Total Value/Sales Price of Property:

\$2,479,000.00

b. Deed in Lieu of Foreclosure Only (value of property):

(2,335,000.00)

c. Transfer Tax Value:

\$144,000.00

d. Real Property Transfer Tax Due:

\$ 734.40

SEE ATTACHED

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 declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: Grantor

Signature _____

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Southwest Desert Equities LLC

Address: 3455 Cliff Shadows #220

City: Las Vegas

State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: SW Commercial 3068, LLC

Address: 1291 Galleria Drive #220

City: Henderson

State: NV Zip: 89014

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

Print Name: Chicago Title

Address: 2370 Corporate Circle #100

City/State/Zip: Henderson, NV 89074

Escrow #: 09006211-027

Con't

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 125-19-301-004/005

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$2,479,000.00
b. Deed in Lieu of Foreclosure Only (value of property): (2,335,000.00)
c. Transfer Tax Value: \$144,000.00
d. Real Property Transfer Tax Due: \$734.40

SEE ATTACHED

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 declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: Grantor

Signature: Signed in counterpart

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Southwest Desert Equities LLC

Address: 3455 Cliff Shadows #220

City: Las Vegas

State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: SW Commercial 3068, LLC

Address: 1291 Galleria Drive #220

City: Henderson

State: NV Zip: 89014

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

Print Name: Chicago Title

Address: 2370 Corporate Circle #100

City/State/Zip: Henderson, NV 89074

Escrow #: 09006211-027

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Con't

DEED OF TRUST RECORDED DECEMBER 7, 2007 IN BOOK 20071207, DOCUMENT NO. 0003713;

ASSIGNMENT OF DEED OF TRUST RECORDED MARCH 31, 2008 IN BOOK 20080331, DOCUMENT NO. 0004466;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 003625;

ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 19, 2008 IN BOOK 20081119, DOCUMENT NO. 0002056;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526 AS
DOCUMENT NO. 00031030

LESSOR'S COPY

Inst #: 201001250002333
Fees: \$18.00 N/C Fee: \$25.00
RPTT: \$0.00 Ex: #
01/25/2010 11:32:32 AM
Receipt #: 206005
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: AEA Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN 125-19-301-003

Affix R.P.T.T., \$ --0--

ESCROW NO.: 09-12-0881-VKB

MAIL TAX STATEMENTS TO:

Nevada Commerce Bank
6795 Edmond Street #160
Las Vegas, NV 89118

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH That Desert Hills Properties, LLC, a Nevada limited liability company ,

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Nevada Commerce Bank , all that real property situated in the County of Clark State of Nevada, bounded and described as follows:

THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

ALSO KNOWN AS GOVERNMENT LOT TWENTY-TWO (22).

This Deed is an absolute conveyance, the Grantor(s) having sold said land to the Grantee(s) for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Desert Hills Properties, LLC, a Nevada limited liability company, as Trustor, to Chicago Title, as Trustee, Nevada Commerce Bank, as beneficiary, recorded in Book 20071130 as Document No. 0001801 Official Records of Clark County, Nevada.

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between the Grantor(s) and Grantee(s) with respect to said land.

Grantee(s) join in the execution of this Deed for the purpose of evidencing that the Grantee(s) hereby accept this conveyance as being full satisfaction of all obligations secured by Deed of Trust above described.

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

Dated: January 21, 2010

Grantor:

Desert Hills Properties, LLC, a Nevada limited liability company

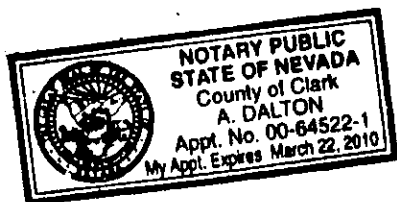
By: Holdings Manager, LLC, A Nevada Limited Liability Company, Manager

By: John Ritter, Manager

State of NEVADA }
County of Clark } ss:

This instrument was acknowledged before me on

John Ritter, Manager on behalf of Holdings Manager, LLC, a Nevada limited liability company, Manager for
Desert Hills Properties, LLC, a Nevada limited liability company



NOTARY PUBLIC
My Commission
Expires:

A. Dalton

00-64522-1

exp 3-22-2010

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between the Grantor(s) and Grantee(s) with respect to said land.

Grantee(s) join in the execution of this Deed for the purpose of evidencing that the Grantee(s) hereby accept this conveyance as being full satisfaction of all obligations secured by Deed of Trust above described.

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

Dated: January 21, 2010

Grantor:

Desert Hills Properties, LLC, a Nevada limited liability company

By: Holdings Manager, LLC, A Nevada Limited Liability Company, Manager

By: John Ritter, Manager

State of NEVADA }
County of Clark } ss:

This instrument was acknowledged before me
on

by John Ritter, Manager on behalf of Holdings Manager, LLC, a Nevada limited liability company, Manager for
Desert Hills Properties, LLC, a Nevada limited liability company

NOTARY PUBLIC
My Commission
Expires:

Grantee:

Nevada Commerce Bank

By: Jeff Nicholl, Executive Vice President

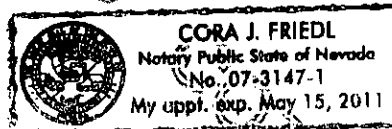
Jeff Nicholl, Executive Vice President

State of NEVADA }
County of Clark } ss:

This instrument was acknowledged before me on 1-22-2010
by Jeff Nicholl, Executive Vice President on behalf of
Nevada Commerce Bank

Cora J. Friedl
NOTARY PUBLIC
My Commission
Expires: 5-15-2011

CORA J. Friedl
#07-3147-1
exp 5-15-2011



Grantee:

Nevada Commerce Bank

By: Jeff Nicholl, Executive Vice President

Clarification

State of NEVADA }
County of Clark } ss:

page

This instrument was acknowledged before me on _____
Jeff Nicholl, Executive Vice President on behalf of
by Nevada Commerce Bank

NOTARY PUBLIC
My Commission
Expires: _____

COPY

**State of Nevada
Declaration of Value Form**

1. Assessor Parcel Number(s)

- a) 125-19-301-003
b) _____
c) _____
d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property \$1,375,000.00
b. Deed in Lieu of Foreclosure Only (value of property) \$2,000,000.00
c. Transfer Tax Value: \$-625,000.00
d. Real Property Transfer Tax Due \$-0-

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: Deed in Lieu of Foreclosure on that certain Deed of Trust
Recorded 11/30/2007 as Document no. 0001801; Book 20071130, Clark County, Nevada records

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Desert Hills Properties, LLC, a
Nevada limited liability company
Address: 3455 Cliff Shadows Parkway,
#220
City: Las Vegas
State: NV Zip: 89129-
1077

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Nevada Commerce Bank
Address: 6795 Edmond Street #160
City: Las Vegas
State: NV Zip: 89118

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

Print Name: Nevada Title Company Esc. #: 09-12-0881-VKB
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

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

**State of Nevada
Declaration of Value Form**

1. Assessor Parcel Number(s)

a) 125-19-301-003
b) _____
c) _____
d) Clarification page

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property

\$1,375,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

\$2,000,000.00

c. Transfer Tax Value:

\$-625,000.00

d. Real Property Transfer Tax Due

\$-0-

4. **If Exemption Claimed:**

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

b. Explain Reason for Exemption: Deed in Lieu of Foreclosure on that certain Deed of Trust
Recorded 11/30/2007 as Document no. 0001801 Book 20071130, Clark County, Nevada records

5. Partial Interest: Percentage being transferred:

100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Desert Hills Properties, LLC, a
Nevada limited liability company
Address: 3455 Cliff Shadows Parkway,
#220
City: Las Vegas
State: NV Zip: 89129-
1077

Print Name: Nevada Commerce Bank
Address: 6795 Edmond Street #160
City: Las Vegas
State: NV Zip: 89118

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

Print Name: Nevada Title Company Esc. #: 09-12-0881-VKB
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

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



20090526-0003762

Fee: \$19.00 RPTT: \$0.00

N/C Fee: \$25.00

05/26/2009 16:22:10

T20090183234

Requestor:

CHICAGO TITLE THE POINTE

Debbie Conway MJM

Clark County Recorder Pgs: 9

APN: 125-19-301-002

Affix R.P.T.T.

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:

Bobby Choudhury
1291 W. Galleria Drive
Suite #220
Henderson, NV 89014

09006212-FB

QUITCLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH:

That in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to NW Commercial 3069, LLC, a Nevada limited *, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

*liability company

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

Witness my hand on

May 12, 2009.

GRANTOR

NORTHWEST INVESTMENTS, LLC

BY: HOLDINGS MANAGER, LLC, its Manager

By:

John A. Ritter

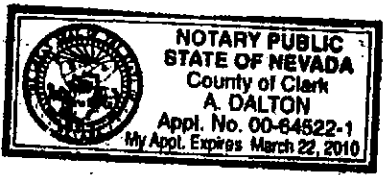
John A. Ritter

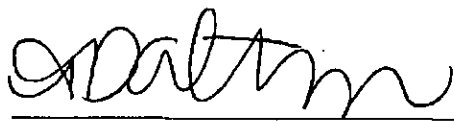
Its: Manager

Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on May 12, 2009 by John A. Ritter as Manager of Holdings Manager, LLC, a Nevada limited liability company as Manager of Northwest Investments, LLC, a Nevada limited liability company.





Notary Public A. Dalton

00-64522-1
3/22/10

ASSESSOR'S COPY

ESTOPPEL AFFIDAVIT

State of Nevada
County of Clark

Northwest Investments, LLC, being first duly sworn, deposes and says:

That Northwest Investments, LLC is the identical party who executed and delivered that certain Deed in Lieu of Foreclosure to NW Commercial 3069, LLC dated May 12, 2009, conveying the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

That the aforesaid Deed is an absolute conveyance of the title to said property to the Grantee, and not a mortgage, trust conveyance, or security of any kind. AFFIANT, AS AUTHORIZED BY AND ON BEHALF OF NORTHWEST INVESTMENTS, LLC CONVEYS TO THE GRANTEE ALL OF NORTHWEST INVESTMENTS, LLC'S RIGHT, TITLE, INTEREST AND POSSESSION TO THE PROPERTY. That it was a free and voluntary act; that neither I nor were acting under any coercion or duress; that the consideration for said Deed is the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, executed by Southwest Desert Equities, LLC, as Trustor, to Stewart Title of Nevada as trustee for the benefit of NW Commercial 3069, LLC as Beneficiary, which was recorded on December 12, 2007, as Instrument No. 03431, in Book 20071213 of Official Records, Clark County, Nevada. Affiant believes that the consideration represents a fair value for the deeded Property.

That this affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties who may acquire an interest in the property herein described, and particularly for the benefit of the title company about to insure the title to said property in reliance thereon, and for any other title company which may hereafter be instituted, to the truth of the particular facts herein above set forth.

...
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...
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COPY

That affiant will testify, declare, depose or certify before any competent tribunal, officer, or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

DATED: 5/12/09

GRANTOR:

NORTHWEST INVESTMENTS, LLC

~~SOUTHWEST DESERT EQUITIES, LLC~~

By: Holdings Manager, LLC, its Manager

By: [Signature]

John A. Ritter, its Manager

John A. Ritter, its Manager

The Grantee joins in the execution of this instrument in acceptance of the terms and conditions contained herein.

CONSOLIDATED MORTGAGE, LLC, as agent for those beneficiaries listed on Exhibit A attached hereto

By: [Signature]

Its: Todd Parriott, Manager

BENEFICIARY

NW COMMERCIAL 3069, LLC, A NEVADA LIMITED LIABILITY COMPANY

ASSESSOR'S COPY

EXHIBIT "A"
LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The East Half (E 1/2) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.B. & M.

Also known as Government Lot Twenty-Three (23).

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-19-301-002

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$2,546,441.44
b. Deed in Lieu of Foreclosure Only (value of property): (2,750,000.00)
c. Transfer Tax Value: \$-0-
d. Real Property Transfer Tax Due: \$-0- SEE ATTACHED

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 declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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 Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Northwest Investments, LLC

Address: 3455 Cliff Shadows #220

City: Las Vegas

State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: NW Commercial 3069, LLC

Address: 1291 Galleria Drive #220

City: Henderson

State: NV Zip: 89014

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

Print Name: Chicago Title

Escrow #: 09006212-027

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 125-19-301-002

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm./Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

DIL VALUE OK GW

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$2,546,441.44
b. Deed in Lieu of Foreclosure Only (value of property): (2,750,000.00)
c. Transfer Tax Value: \$-0-
d. Real Property Transfer Tax Due: \$-0- SEE ATTACHED

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 declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: _____

Signature: _____

Capacity: Grantor

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Northwest Investments, LLC

Address: 3455 Cliff Shadows #220

City: Las Vegas

State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: NW Commercial 3069, LLC

Address: 1291 Galleria Drive #220

City: Henderson

State: NV Zip: 89014

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

Print Name: Chicago Title

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

Escrow #: 09006212-027

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

DEED OF TRUST RECORDED DECEMBER 13, 2007 IN BOOK 20071213, DOCUMENT NO. 03431

DEED OF TRUST RECORDED DECEMBER 13, 2007 IN BOOK 22071213, DOCUMENT NO. 03431;

ASSIGNMENT OF DEED OF TRUST RECORDED DECEMBER 27, 2007 IN BOOK 20071227, DOCUMENT NO. 0003705;

ASSIGNMENT OF DEED OF TRUST RECORDED FEBRUARY 8, 2008 IN BOOK 20080208, DOCUMENT NO. 0004860;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 0003627;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526,
DOCUMENT NO. 0003151

RECEIVED
SUSAN'S COPY

20070425
091781

State of Nevada
Declaration of Value

1. Assessor's Parcel Number(s)

a) 123-12-101-001

b)

c)

d)

2. Type of Property:

- a) ☒ Vacant Land
c) ☐ Condo/Townhome
e) ☐ Apt. Bldg.
g) ☐ Agricultural
i) ☐ Other _____

- b) ☐ Single Fam. Resi.
d) ☐ 2-4 Plex
f) ☐ Comm/Ind'l
h) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #:

Book: _____ Page: 1234

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$475,000.00

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

Transfer Tax Value:

\$475,000.00

Real Property Transfer Tax Due:

\$1,187.50

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 declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: [Signature]

Capacity: Notary Public

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: [Name]
Address: [Address]
City: [City]
State: [State] Zip: [Zip]

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: [Name]
Address: [Address]
City: [City]
State: [State] Zip: [Zip]

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

Print Name: United Title of Nevada

Escrow #: 02123213-017

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

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

COPY

APN 125-19-301-001
AMT R.P.T.T. \$1,187.50
WHEN RECORDED MAIL TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

MAIL TAX STATEMENTS TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Sani Limited Partnership, a Nevada Limited Partnership

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

KR Land Company, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 19 South, Range 60 East, M.D.B. & M., said parcel also known as Government Lot 33, Section 19, Township 19, South, Range 60 East, M.D.B. & M.

THIS GRANT, BARGAIN, SALE DEED HAS BEEN EXECUTED IN COUNTER PART

Subject to: 1. taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

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

Witness my hand(s) this _____ day of _____

SELLERS:

Sani Limited Partnership

By: William Sani, General Partner

By: Renu Sani, General Partner

STATE OF NEVADA)

) ss.

COUNTY OF Clark)

Escrow No. 02122213-027-FB

This instrument was acknowledged before me on _____ by
William Sani, General Partner and Renu Sani,
General Partner of Sani Limited Partnership.

Bettyanne Peterson
Notary Public

My commission expires:

BETTYANNE PETERSON
NOTARY PUBLIC OF NEW MEXICO
My Commission Expires Feb 27, 2007

20070425
01781

COPY

APN: 125-19-301-001
APN: R.P.T.T. 81/08/250
WHEN RECORDED MAIL TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Sani Limited Partnership, a Nevada Limited Partnership
in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby
acknowledged, do hereby Grant, Bargain, Sell and Convey to

KR Land Company, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the
Southwest Quarter (SW 1/4) of Section 19, Township 19 South, Range 60 East, M.D.B. & M., said parcel
also known as Government Lot 24, Section 19, Township 19, South, Range 60 East, M.D.B. & M.

THIS GRANT, BARGAIN, SALE DEED HAS BEEN EXECUTED IN COUNTER PART

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements
now of record, if any.

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

Witness my/our hand(s) this 10th day of April, 2002

SELLERS:
Sani Limited Partnership

By: William Sani, General Partner

By: Renu Sani, General Partner

STATE OF NEVADA)
COUNTY OF CLARK) ss.

Escrow No. 02122213-027-FB

This instrument was acknowledged before me on
April 16, 2002 by
William Sani, General Partner and Renu Sani,
General Partner of Sani Limited Partnership.

Josie Reyes Notary Public
Notary Public

My commission expires: 4-10-04



COPY

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

UNITED TITLE OF NEVADA

04-25-2002 14175 1584
BOOK 20020425 INST 01791

FEE: 15.00 RPT: 1,187.50

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

May 7, 2010

Mr. Andrew Menlove
NW Commercial 3069, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

**RE: EOT-37924 - VACATION - EXTENSION OF TIME
PLANNING COMMISSION MEETING OF MAY 27, 2010**

Dear Mr. Menlove:

Your request for an Extension of Time of a previously approved Petition of Vacation (VAC-25759) to vacate portions of U.S. Government Patent Easements generally located east of Hualapai Way and south of Deer Springs Way, Ward 6 (Ross), will be considered administratively by the Planning and Development Department staff.

Staff will determine within thirty (30) days of the date of this letter whether or not your request will be approved as submitted. We will notify you in writing as to our determination after we have reviewed the details of the request.

If you have any questions or need additional information please do not hesitate to contact me at (702) 229-6301.

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lais Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony
City Manager
Elizabeth N. Fretwell

SG:clb

cc: Mr. Calvin Champlin
KR Land Company, LLC
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129

Mr. Darrin Badger
Brain Surgery, LLC
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129

Mr. Jeff Nicholl
Nevada Commerce Bank
6795 Edmond Street, Suite #160
Las Vegas, Nevada 89118

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Pkwy, Suite #220
Las Vegas, Nevada 89129



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 *BAA*
CC: Nancy Almanzan, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan Riekkki, Survey (FM, PM, & A's only)
Date: April 26, 2010
Re: **EOT-37924** K R Land Company, LLC E. of Hualapai Way, S. of Deer Springs Way
Request for an Extension of Time of an approved Petition of Vacation (VAC-25759)

COMMENTS:

We have no objection on the request for an Extension of Time of a previously approved Petition of Vacation to vacate portions of U. S. Government patent easements generally located east of Hualapai Way, south of Deer Springs Way, as long as all previously imposed conditions of approval for VAC-25759 and all other subsequent site-related actions are ultimately complied with.

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works
CC: Nancy Almanzan, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan Riekk, Survey (FM, PM, & A's only)
Date: April 26, 2010
Re: EOT-37924 K R Land Company, LLC E. of Hualapai Way, S. of Deer Springs Rd.
Request for an Extension of Time of an approved Petition of Vacation (VAC-25759)

COMMENTS:

We have no objection on the request for an Extension of Time of a previously approved Petition of Vacation to vacate portions of U. S. Government patent easements generally located east of Hualapai Way, south of Deer Springs Road, as long as all previously imposed conditions of approval for VAC-25759 and all other subsequent site-related actions are ultimately complied with.