

VAR-42234

Date: 11/14/11

Reviewer: Steve Gebeke, Planning Supervisor

Reason for Revision: Clarification of exact sign dimensions for the encroachment agreement.

Additional Info:

Clarifies the overall sign dimensions, including trim around signage. Also clarifies the extent that the sign is in the ROW.

Staff is administratively approving this revision as a minor clarification.

Conditions:

1. Sheet 01 dated 06/22/11 replaced with Sheet 01 dated 11/14/11.
2. Added three pages entitled "Revision 8" for clarification of dimensions for the encroachment agreement.

Pre-Application Conference		City Of Las Vega Department Of Planning Submittal Checklist (Cont.)						
Item Required		APPLICATION PACKET (ALL ITEMS ARE REQUIRED FOR <u>EACH</u> APPLICATION TYPE, unless indicated otherwise)				Fees		
YES	NO			Appl. Type	Application	Notification	Recordation	Sub-Total
☒	☐	Application(s) signed and notarized by property owner(s) or authorized agent(s) for all subject lots		VAR Visit the CLV website For blank application, SOFI & DINA/PRS forms, and justification letter info @ http://www.lasvegasnevada.gov/ (Follow - "I Want To ...") --> "Apply for -> Planning Applications")	\$ 300.00	\$ 500.00	\$ 30.00	\$ 830.00
☒	☐	Statement(s) of Financial Interest (SOFI) signed and notarized by property owner(s) or authorized agent(s) for all subject lots			\$	\$	\$	\$
☒	☐	Detailed justification letter (the same letter addressing all applications, included with each application)			\$	\$	\$	\$
☒	☐	Grant deed and legal description (from County Assessor; may be available online at: http://www.accessclarkcounty.com/depts/Assessor/Pages/assessor.aspx)			\$	\$	\$	\$
☒	☐	Meeting notes and checklist signed by city planner (Originals, plus 1 copy for each additional application)			\$	\$	\$	\$
☐	☒	Copy of Business License(s) - requested, but submittals will be accepted without		\$	\$	\$	\$	
☐	☒	Photo Reproduction of the Color & Materials Board (SDR applications only)		Grand Total All Fees:				\$830.00
REQUIRED DRAWINGS (INCLUDES TOTAL NUMBER REQUIRED FOR ALL APPLICATION TYPES): MUST BE 11" X 17" MINIMUM TO 24" X 36" MAXIMUM PAGE SIZE ALL SUBMITTED PLANS AND ELEVATIONS MUST BE LEGIBLE AND DRAWN TO SCALE (UNLESS OTHERWISE INDICATED)								
☒	☐	SITE PLAN			TOTAL REQUIRED FOR ALL APPLICATIONS			
		North arrow, scale, and vicinity map			Folded Plans (5, plus 1 per application):			6
		All property lines and building dimensions labeled			Colored, Rolled Plans:			1
		All sign locations shown and sizes noted			Reduced Copy (8-1/2"x11" B/W; 1 per application):			1
		All adjacent existing land uses and street names labeled			NOTES: 			
		All points of ingress and egress shown						
		All free-standing sign locations shown and heights and sizes noted						
		Quantity, size, species/variety of all trees, shrubs, and ground cover						
☒	☐	SIGN ELEVATIONS			TOTAL REQUIRED FOR ALL APPLICATIONS			
		Elevations of all signs with dimensions labeled and scale provided			Folded Plans (1 per application):			1
		All sign materials, colors, and type of illumination noted			Colored, Rolled Plans:			1
					Reduced Copy (8-1/2"x11" B/W; 1 per application):			1
					NOTES:			
THIS FORM <u>MUST</u> ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.								
APN(s):		163-03-411-014		Application Purpose:		Variance		
Location:		7408 West Sahara Avenue		Application Purpose:		Variance to allow no setback for a Freestanding Sign where five feet is required		
Ward:		1 - Tarkanian		Pre-App. Meeting Date:		4/27/11		
Planner's Signature:		 Steve Gebeke, Planning Supervisor - 229-5410 Mike Howe, Planner I - 229-6821		Submittal Deadline:		04/28/11 - no later than 2:00 pm		
Planner:				Earliest PC / CC Meeting Dates:		06/14/11 PC - 07/20/11 CC (Cycle 6)		
Should this project require a neighborhood meeting or if you choose to have one, please be aware of the following: In order to use the City to mail the postcard notices for your neighborhood meeting, you must have all information to us <u>no later than 15 days prior</u> to the intended meeting date. Submitting the required information for the neighborhood meeting when making your application submittal is often best. Therefore, if you want the City to mail the notices for your neighborhood meeting, please ensure that we get all required information and that the request is made at least 15 days before you are scheduling the meeting, otherwise you must make other arrangements for getting the notices mailed.								

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JUN 22 2011

2011 PLANNING COMMISSION MEETING SCHEDULE

Generally, the Planning Commission meetings are held on the second Tuesday of each month.

*Denotes a GPA Cycle

Pre-Application Conference Request Deadline	Application Closing Day	Planning Commission Meeting Date	City Council Meeting Date
November 19, 2010	December 09, 2010	January 25, 2011*	February 16, 2011
December 02, 2010	December 23, 2010	February 08, 2011	March 16, 2011
December 23, 2011	January 20, 2011	March 08, 2011	April 06, 2011
February 03, 2011	February 24, 2011	April 12, 2011*	May 18, 2011
March 03, 2011	March 24, 2011	May 10, 2011	June 15, 2011
April 07, 2011	April 28, 2011	June 14, 2011	July 20, 2011
* May 05, 2011	May 26, 2011	July 12, 2011*	August 17, 2011
June 02, 2011	June 23, 2011	August 09, 2011	September 07, 2011
July 07, 2011	July 28, 2011	September 13, 2011	October 19, 2011
August 04, 2011	August 25, 2011	October 11, 2011*	November 16, 2011
September 01, 2011	September 22, 2011	November 08, 2011	December 07, 2011
October 06, 2011	October 27, 2011	December 13, 2011	January 18, 2012
November 03, 2011	November 23, 2011	January 10, 2012*	February 15, 2012
December 08, 2011	December 29, 2011	February 14, 2012	March 07, 2012

**Applications MUST BE submitted by 2:00 P.M. on CLOSING DAYS,
or by 4:00 P.M. on NON-CLOSING DAYS. Call (702) 229-6301 for additional information**

City Of Las Vegas Department Of Planning Pre-Application Conference Notes

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Project Name: 7408 Law Office Freestanding Sign - Variance for 0' setback where 5' req'd

APN(s):	163-03-411-014 (see #12 in notes)	Pre-app Date:	04/27/11
Location:	7408 W. Sahara Ave	Meeting Location:	DSC Conference Room 3A - 321
Ward #:	1 - Tarkanian	Acres:	0.316
		Time:	10:00 a.m.

Ownership Info:	Benson & Bertoldo LLC	Last Change of Ownership Date:	07/18/96
	Phone: (702)-	Fax: (702)-	Email:
Applicant Info:	Benson, Bertoldo, Baker and Carter		
	Phone: (702)-228-2600	Fax: (702)-	Email:
Representative Info:	YESCO %RICH HINSHAW		
	Phone: (702)-876-8080	Fax: (702)-	Email: rhinshaw@yesco.com

Use:	Existing:	Office
	Proposed:	No change proposed
General Plan:	Existing:	SC (Service Commercial)
	Proposed:	No change proposed
Zoning:	Existing:	C-1 (Limited Commercial)
	Proposed:	No change proposed
Special Area, Master Plans, and / or Overlay Districts that Apply:	N/A	
	Special Land Use Designation (per plan, if applicable): N/A	

☒ **Meeting**

 ☐ **Conversation Record**

 ☐ **Telephone Record**

Between CLV Planning Representative: Mike Howe, Planner I (229-6821 Office / 385-7268 Fax / mphowe@lasvegasnevada.gov), and:

Name	Company/Department	Phone	Fax	Email
1. Rich Hinshaw	YESCO	876-8080		rhinshaw@yesco.com
2.				
3.				
4.				
5.				
6.				
7.				
8. Steve Gebeke	CLV - Planning	229-5410		
9.	CLV - Finance (Business License)	229-6321	383-0769	
10. Roger Bailey	CLV - PW - Dev Co	229-6578	474-7599	
11.	CLV - PW - Traffic	229-6901 / 6880		
12.	CLV - PW - Flood	229-6541	382-8551	
13. Rod Clark	CLV - Building and Safety	229-6251	382-1731	
14.	CLV - Fire and Rescue	229-0366	229-0124	
15.	CLV - Office of Business Development	229-6551	385-3128	

OR: ☐ see Meeting Attendance Sheet

City of Las Vegas Department of Planning

Pre-Application Conference Notes

Is this project intended to promote Sustainability (i.e. use "Green Building" technology)? ☐ YES ☒ NO
If yes, Please detail how in the justification letter. Refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives offered through the City of Las Vegas.

Meeting Notes:

1. Applicant, a Law Office (#Q13-00189), is seeking to remove and replace and incomplete Monument sign purchased through a sign contractor, who has since gone out of business.
2. The sign was partially installed under building permit #165908. Permit review was completed 6/24/2010 by Planning with notes calling out a 10' tall Monument sign, setback 5-feet from the south property line, with each sign face less than 75 SF in size.
3. Applicant proposes to replace the Monument sign with a 24' tall, 160 square-foot Freestanding sign with a 65 SF electronic message unit (EMU) board.
4. Maximum allowable size for Freestanding Sign in the C-1 (Limited Commercial) zoning district is 2 square feet of sign per lineal foot of street frontage. This site has an 88' frontage that would allow for an approximately 176 SF sign. Maximum height allowed is 40'.
5. Illumination is permitted (Internal, external, and/or EMU) as there is no residentially-zoned property within 200 feet.
6. All freestanding and monument signs on the same lot or the in the same development shall maintain a minimum 100' separation measured along the street frontage, with the total Freestanding and Monument signs not to exceed one per 200 feet, or fraction thereof. The site plan will need to show any applicable signs for 7480-7488 W. Sahara Ave.
7. There is an existing freestanding directional sign for the commercial sub located in the property entrance that appears to exceed current code 8' height and 24 SF size limits. The directional sign also requires a 25' setback.
8. The existing Monument sign ("Benson Bertoldo Baker & Carter - Accident/Injury Attorneys") shows a proposed conversion to a Directory sign ("7468") by replacing existing copy with the building address. This falls under the code limits for such sign, as one sign is allowed per building and one sign is allowed per entrance.
9. Building permit #97022396 for sign at 7480 W. Sahara (PC# L-7358-97) issued 11/04/97 - expired 05/30/98. Location TBD.

PLANNING ISSUES:

10. Per the condition of approval #2 of the approved Plot Plan and Building Elevation Review, Z-0050-90, a Master Sign Plan is required for both the "Sahara Professional Park - Unit 1" and "Sahara Professional Park - Unit 2" commercial subdivisions.
11. If the applicant chooses to complete a Master Sign Plan, authorization from each individual property owner must be presented via individual signatures, or if available, proof of an individual signing on behalf of a property association. If the applicants (all property owners within the two commercial subdivisions) choose to not proceed with a Master Sign Plan, an approved Review of Condition will be required to remove this requirement.
12. Affected properties: 163-03-412-006; 007; 009 through 013 (Sahara Professional Park Unit 2) and 163-03-411-003; 005; 007; 009 - 016.

-- Please return a copy of this form with the original Pre-Application Submittal Checklist --

Complete Submittal Packets **MUST be received by Planning staff no later than 2:00 PM of the Submittal Deadline Date, no exceptions**

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JUN 22 2011



November 2, 2011

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

RE: VAR-42234 - VARIANCE
RELATED TO ROC-42233
CITY COUNCIL MEETING OF NOVEMBER 2, 2011

Dear Mr. Greenawalt:

The City Council at a regular meeting held November 2, 2011, APPROVED the request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 3, 2011. This approval is subject to:

Planning

1. Approval of and conformance to the Review of Condition (ROC-42233) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. The supporting structures for the proposed sign shall not be located within the 20-foot public sewer easement granted by Plat Book 58 Page 2.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov



Mr. Ronald Greenawalt
VAR-42234 – Page Two
November 2, 2011

6. Submit an Encroachment Agreement for the portions of the proposed sign in the public right-of-way adjacent to this site prior to this issuance of a permit for this sign. The adjacent property must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all existing landscaping and new signage in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Encroachment application L-ENCR #41730 may satisfy this condition provided that it contains all information required by the Building and Safety Department.

Sincerely,



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

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118



October 25, 2011

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

RE: VAR-42234 - VARIANCE
RELATED TO ROC-42233
CITY COUNCIL MEETING OF OCTOBER 19, 2011

Dear Mr. Greenawalt:

The City Council at a regular meeting held October 19, 2011, HELD IN ABEYANCE the request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone.

This item will be heard during the 1:00 p.m. Planning discussion portion of the November 2, 2011 City Council Meeting. It is recommended that you or your representative be in attendance at this meeting. If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lean Coleman".

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

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

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

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LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

September 14, 2011

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ABEYANCE - VAR-42234 - VARIANCE RELATED TO ROC-42233
PLANNING COMMISSION MEETING OF SEPTEMBER 13, 2011**

Dear Mr. Greenawalt:

Your request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on September 13, 2011.

The Planning Commission voted to recommend **DENIAL** of your request because it determined that the proposed use would not be compatible or harmonious with the surrounding development.

This item will be considered by the City Council on October 19, 2011, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. **The Council requires that you or your representative be present at this meeting.** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov





September 1, 2011

Ms. Mary Riggs
Benson & Bertoldo, LLC
7408 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ABEYANCE - VAR-42234 - VARIANCE RELATED TO ROC-42233
PLANNING COMMISSION MEETING OF SEPTEMBER 13, 2011**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Dear Ms. Riggs:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **September 13, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, September 7, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", with a long horizontal line extending to the right.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

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www.lasvegasnevada.gov



City of Las Vegas - Department of Planning.

Development Notification

PC Meeting: September 13, 2011

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

VAR-42234

Aurora Estates HOA

Home Court Land HOA

Neighborhood Alliance NCG

Oasis Sierra Apartments

Plantea Court HOA

Rainbow Park NA

Sycamore Square I HOA

Via Olivero Springs HOA

Vista Del Rey Apartments



August 10, 2011

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: VAR-42234 - VARIANCE RELATED TO ROC-42233
PLANNING COMMISSION MEETING OF AUGUST 9, 2011**

Dear Mr. Greenawalt:

Your request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on August 9, 2011.

The Planning Commission voted to hold this item in **ABEYANCE** at the request of the applicant to allow time for a neighborhood meeting.

This item is scheduled to be heard again at the **September 13, 2011** Planning Commission meeting which will be held at 6:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. The Planning Commission requires that you or your representative be present at this meeting. If you or your representative chooses not to attend, the Planning Commission may act in your absence without your input.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", is written over a horizontal line.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

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FM-0073-07-11





LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
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STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

July 27, 2011

Ms. Mary Riggs
Benson & Bertoldo, LLC
7408 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: VAR-42234 - VARIANCE RELATED TO ROC-42233
PLANNING COMMISSION MEETING OF AUGUST 9, 2011**

Dear Ms. Riggs:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **August 9, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, August 3, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", is written over a horizontal line.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

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TTY 702.386.9108

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Application Information

ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian).

VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

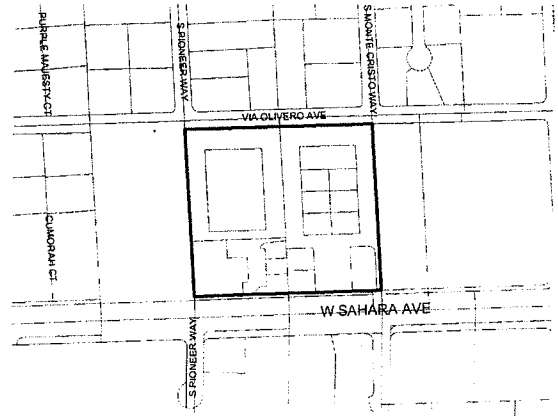
Application Information

ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian).

VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Location

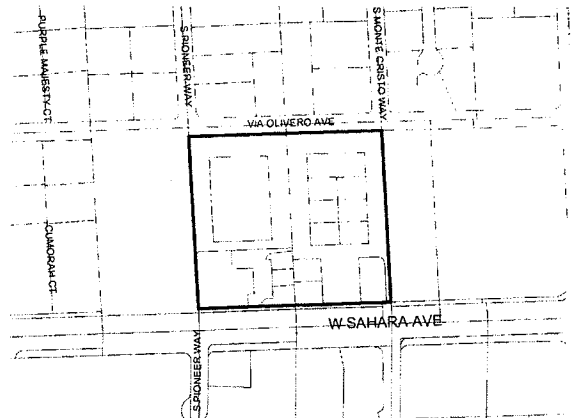


The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: August 09, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Application Location



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

Public Hearing Information

Meeting: Planning Commission
Date: August 09, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Planning Commission Meeting of 8/9/2011

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works *BA*
CC: Nancy Almanzan, Right-of-Way; Dennis Moyer, Land Development; O. C. White, Traffic Engineering; Alan Riecki, Survey (FM, PM, & A's only)
Date: July 6, 2011
Re: **VAR-42234** Young Electric Sign Company 7408 W. Sahara Ave.
Request for a Variance to allow a zero-foot setback where five feet is required

CONDITIONS:

1. The supporting structures for the proposed sign shall not be located within the 20-foot public sewer easement granted by Plat Book 58 Page 2.
2. Submit an Encroachment Agreement for the portions of the proposed sign in the public right-of-way adjacent to this site prior to this issuance of a permit for this sign. The adjacent property must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicants expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all existing landscaping and new signage in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Encroachment application L-ENCR #41730 may satisfy this condition provided that it contains all information required by the Building and Safety Department.

City of Las Vegas - Department of Planning.

Development Notification

PC Meeting: August 09, 2011

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

VAR-42234

Aurora Estates HOA

Home Court Land HOA

Neighborhood Alliance NCG

Oasis Sierra Apartments

Plantea Court HOA

Rainbow Park NA

Sycamore Square I HOA

Via Olivero Springs HOA



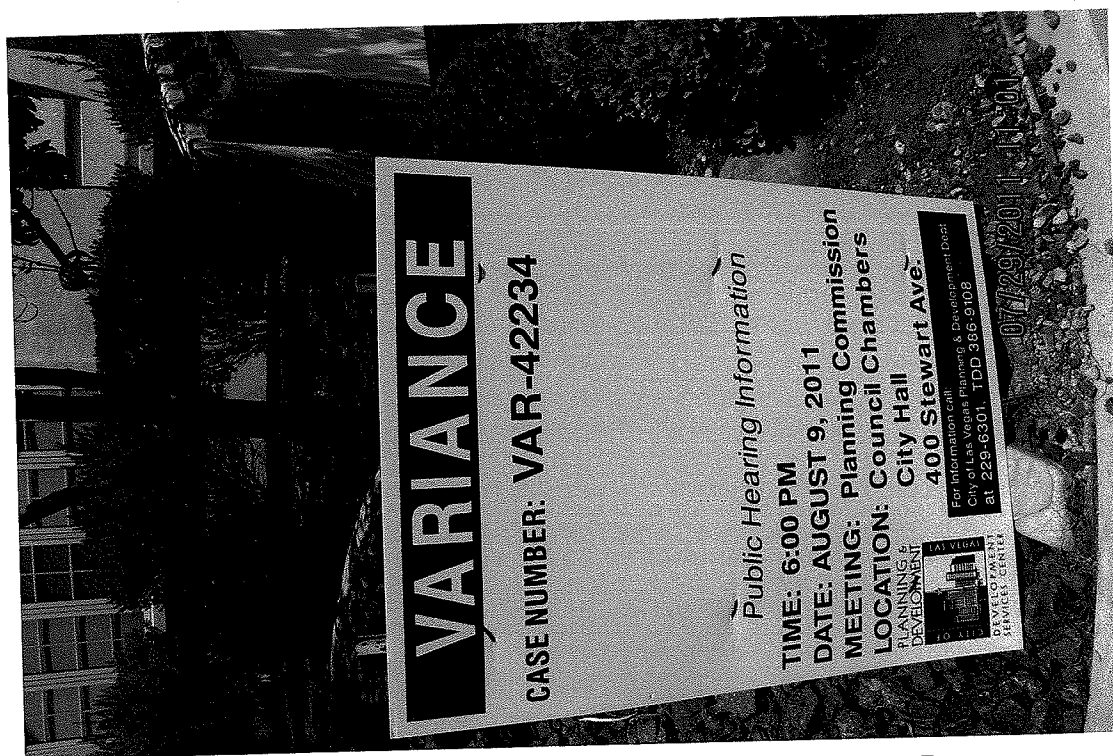
CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT

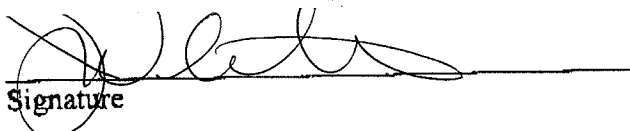


CASE NUMBER: VAR-42234

MEETING DATE: 08/09/11 PC

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




Signature

7-29-11
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

REQUEST FOR COMMENT

FROM: DEPARTMENT OF PLANNING

VAR-42234

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC - 7 th Floor
FIRE ENGINEERING	KEN MILLER	DSC - 5 th Floor
*FLOOD CONTROL (DPW)	ALBERT SUNG	DSC - 8 th Floor
*LAND DEVELOPMENT (DPW)	DAVID GUERRA	DSC - 2 nd Floor
PERMITS/ INSPECTIONS	ROD CLARK	DSC - 1 st Floor
*RIGHT-OF-WAY (DPW)	MARY WULFF	DSC - 8 th Floor
*SANITARY SEWERS (DPW)	JOE PEÑA	DSC - 7 th Floor
*SID (DPW)	PATRICK MURPHY	DSC - 9 th Floor
*SURVEY (DPW)	ALAN RIEKKI	DSC - 8 th Floor
*TEFO (DPW)	REBECCA WHITLOCK	WSC-3001 RONEMUS
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC - 8 th Floor

ROUTED ELECTRONICALLY

<CCSD>	LINDA PERRI	4190 McLeod Drive, 2 nd Floor
METRO	BRIAN O'CALLAGHAN	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 nd FLOOR CITY HALL

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

VARIANCE
06/22/2011

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax

VAR-42234 - VARIANCE - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

ROC-42233 - REVIEW OF CONDITION RELATED TO VAR-42234 - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian).

PLANNING COMMISSION: **AUGUST 9, 2011**

CITY COUNCIL: **SEPTEMBER 7, 2011**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **JULY 8, 2011**

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

LIST COMMENTS BELOW:

YK

Report Date 06/22/2011 12:39 PM

Submitted By

Page 1

A/P # 42234 VARIANCE

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	06/22/2011 09:53	983510	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

VAR-42234 - VARIANCE - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY/OWNER: BENSON & BERTOLDO, LLC - Request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED REQUIRED on .32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Parent A/P #

Project # 42234 Project/Phase Name BENSON & BERTOLDO
Size/Area 0.32 ACRE Size Description
Proposed Start Proposed Stop
% Complete Formula

Phase #
Subdivision Code
% Completed 0.00

Property/Site Information

Parcel 16303411014

Location

Owner/Tenant

Contact ID AC259554 Name BENSON & BERTOLDO L L C
Mailing Address 7408 W SAHARA AVE
City LAS VEGAS
ZIP/PC 89117-2740
Day Phone
Fax

Organization
State/Province NV
Country
Evening Phone
Mobile #

☐ Foreign

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

7400 W SAHARA AVE
LAS VEGAS, 89117-

7416 W SAHARA AVE
LAS VEGAS, 89117-

7408 W SAHARA AVE
LAS VEGAS, 89117-

A/P Addresses

No Other Addresses are associated to this Application

Report Date 06/22/2011 12:39 PM

Submitted By

Page 2

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

16303411014

Applicants/Contacts

Primary N Capacity OWNER Contact ID AC259554 ☐ Foreign
Effective Expire
Name BENSON & BERTOLDO L L C
Day Phone Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 7408 W SAHARA AVE
LAS VEGAS, NV 89117-2740
Seasonal Addr

Valid From To
Comments No Comments
CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Percent Owned Waiver Health Card Director Letter Original Transcript
Orientation Attended

There are no items in this list

Primary Y Capacity OTHER Other REP Contact ID AC1290129 ☐ Foreign
Effective Expire
Name YOUNG ELECTRIC SIGN COMPANY (YESCO)
Day Phone (702)497-5285 x Eve Phone Organization
Pager PIN # Position
Fax (702)944-4500 Mobile Profession
E-Mail
Address 5119 S. CAMERON STREET
LAS VEGAS, NEVADA 89118
Seasonal Addr

Valid From To
Comments No Comments

Report Date 06/22/2011 12:39 PM

Submitted By

Page 3

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Percent Owned Waiver Health Card Director Letter Original Transcription
Orientation Attended

There are no items in this list

Contractors

No Contractors

Item Description

Item Status

Check Fees	Fees Successful
NOTIFICATION & ADVERTISING FEE (\$500.00)	Paid
PROCESSING FEE (\$300.00)	Paid
RECORDING OF NOTICE OF ZONING ACTION (\$30.00)	Paid
Check Inspections	Inspections Successful
Check Reviews	Reviews Successful
Check Conditions	Conditions Successful
Z-LEGAL (LEGAL DONE?)	No affect on stage
Check Alert Conditions	Alert Conditions Successful
Check Licenses	Not Checked
Check Children Status	Children Successful
Check Open Cases	0
Pre-Check Conditions Added:	0
Inspections Added:	0
Reviews Added:	13
DEVCO	
NEIGH P&S	
B&S PLAN	
LAND DEV	
FLOOD	
SEWER	
TRAFFIC	
SURVEY	
TEFO	
SID	
ROW	
FIRE ENG	
ENGDESIGN	
Fees Added:	0
Conditions Added:	0
Periodic Inspection Schedules Added:	0

Fees

Status

Paid Date

Amount

Report Date 06/22/2011 12:39 PM

Submitted By

Page 4

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	06/22/2011 09:59	500.00
RECORDING OF NOTICE OF ZONING ACTION	P	06/22/2011 09:59	30.00
PROCESSING FEE	P	06/22/2011 09:59	300.00
Total Unpaid		0.00	Total Paid 830.00

Inspections

There are no Inspections for this Report

Review Activities Review # Comments	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
450899	DEVCO	1	Incomplete	☐	06/22/2011 12:39			
450900	NEIGH P&S	1	Incomplete	☐	06/22/2011 12:39			
450901	B&S PLAN	1	Incomplete	☐	06/22/2011 12:39			
450902	LAND DEV	1	Incomplete	☐	06/22/2011 12:39			
450903	FLOOD	1	Incomplete	☐	06/22/2011 12:39			
450904	SEWER	1	Incomplete	☐	06/22/2011 12:39			
450905	TRAFFIC	1	Incomplete	☐	06/22/2011 12:39			
450906	SURVEY	1	Incomplete	☐	06/22/2011 12:39			
450907	TEFO	1	Incomplete	☐	06/22/2011 12:39			
450908	SID	1	Incomplete	☐	06/22/2011 12:39			
450909	ROW	1	Incomplete	☐	06/22/2011 12:39			
450910	FIRE ENG	1	Incomplete	☐	06/22/2011 12:39			
450911	ENGDESIGN	1	Incomplete	☐	06/22/2011 12:39			

Activity Review Details

Detail SUBMITTAL CHECKLIST (VAR)

Modified By BSTICKA

Modified Date/Time 06/22/2011 09:53

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

- | | |
|--|---|
| Y Pre-Application Conference Checklist | Y Site Plan (6 Folded Blue Lines, 1 Rolled Color) |
| Y Application/Petition Form | Y Building Elevations (1 Folded, 1 Rolled Color) |
| Y Deed and Legal Description | Y Floor Plan (1 Folded, 1 Rolled) |
| Y Justification Letter | Y Laser Print Site Plan |
| Y Statement of Financial Interest | Y Laser Print Floor Plan |
| | Y Laser Print Elevation |

Y Business Licensing Requirements Met

Report Date 06/22/2011 12:39 PM

Submitted By

Page 5

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

Z-LEGAL N				983510	06/22/2011 09:53	
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Project #	A/P Type	Status	Stage	Relation
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No children exist for this project

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

There is no planning condition for this project.

VARIANCE

N Parent Project link required?

Y Will this go to the City Council?

Is there a condition of approval for a Required Review?

If yes, when does it need to be reviewed?

Staff Recommendation

Entitlement Exercised?

Meeting Information

Meeting Information Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	NO Votes	ABSTENTIONS
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08/09/2011	PC	SCHEDULED		0	0	0
BSTICKA	06/22/2011					

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

Employee Employee ID	Last	First	MI	Comments
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No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
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PAYMNT	CO NAME WHO PICKED UP CONTACT#	970040	06/22/2011 10:01		0.00
RICH HINSHAW, 702.497.5285; BENSON & BERTOLDO LLC CK 8193, 702.228.2600					

No Model Home Details



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance
 Project Address (Location) 7408 West Sahara
 Project Name Benson & Bertoldo LLC Proposed Use _____
 Assessor's Parcel #(s) 16303411014 Ward # 1
 General Plan: existing C-1 proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres .32 Lots/Units 1 Density _____
 Additional Information Building is located within the Sahara Professional Park

PROPERTY OWNER Benson & Bertoldo LLC Contact Mary Riggs
 Address 7408 West Sahara Phone: (702) 228-2600 Fax: (702) 657-1107
 City Las Vegas State Nevada Zip 89117
 E-mail Address mriggs@benensonlawyers.com

APPLICANT Young Electric Sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St. Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nevada Zip 89118
 E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St. Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nevada Zip 89118
 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 JOSEPH L. BENSON

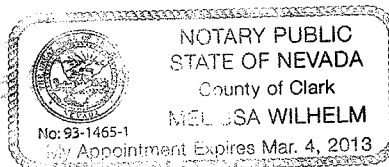
Subscribed and sworn before me

This 5th day of APRIL, 20 11

[Signature]

Notary Public in and for said County and State

STATE OF NEVADA
COUNTY OF CLARK
 Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>VAR-42234</u>
Meeting Date:	<u>8/19/11</u>
Total Fee:	<u>8830</u>
Date Received:*	<u>6/22/11</u>
Received By:	<u>Bu 5</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning and approved with applicable fees and the final map produced.

f:\depo\Application Packet\Application Form.pdf

JUN 22 2011



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-42234** APN: 16303411014

Name of Property Owner: Benson & Bertoldo LLC

Name of Applicant: Young Electric Sign Company

Name of Representative: Young Electric Sign Company

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: _____

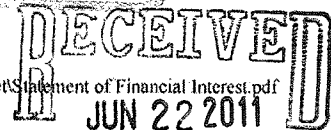
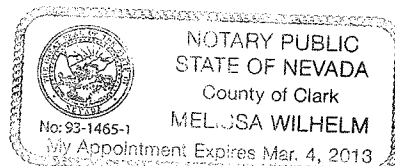
Signature of Property Owner: _____

Print Name: Joseph L. BENSON, SR

Subscribed and sworn before me

This 5 day of APRIL, 20 11

Melissa Wilhelm
Notary Public in and for said County and State





Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Justification Letter

As the representative for the owner, Benson, Bertoldo, Baker and Carter, the following variance would like to be considered:

Code Section 19.14.060 (F)(5)(d) – 5'-0" set back from property line.

Variance Request: Zero foot set back from property line.

Please consider the requested variance based on Code Section 19.18.070 (L)(2).

Determinations

Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties, to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution.

The parcel related to this application would be considered narrow and shallow for the purposes of a moderate size freestanding sign that would have visibility from both eastbound and westbound Sahara Avenue based on the following conditions (refer to YESCO drawing #416705 Sheet 03 and 04):

1. Restrictive property lines to the east and west will only allow a sign to be placed in the landscaped area between the property line/right of way and the building structure.
2. There is a Nevada Power easement that encroaches 8'-6" behind the back of the sidewalk into the landscaped area where the sign can only be placed. If you refer to the YESCO drawings, you can see the impact that this has on the property and the sign.
 - A. If granted the variance for the zero foot set back, the measurements would be:
 - i. Back of sidewalk to the leading edge of the sign will be 5'-0".
 - ii. Back of sidewalk to property line/right of way would be 8'-6". Sign will be located 3'-6" into the easement.
 - iii. Back a sidewalk to back edge of sign would be 15'-0".
 - iv. Clearance from the back edge of sign to roof pop-out would be 2'-6".
 - B. If not granted the variance for the zero foot set back, the measurements would be:
 - i. Back of sidewalk to property line/right of way is 8'-6" plus the required 5'-0" set back would place the leading edge of the sign 13'-6" from the back of the sidewalk.

VAR-42234
www.yesco.com
ROC-42233

- ii. The distance from the 13'-6" set back to the roof pop-out would be 4'-0". If you allow a clearance of 2'-6" to the pop-out, the sign could only be 1'-6" wide and would be useless.

Please consider the requested variance based on Code Section 19.18.070 (H).

Precedents

The fact that a Variance for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

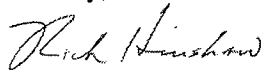
In the Planning Commission meeting held on January 22, 2004, item #18, MSP-3493 for Coronado Bay Sahara LLC., located at 7936 W. Sahara Avenue, I represented the client with similar circumstances. The property was zoned C-1 and at the time we requested a Special Conditions Request with the Master Sign Plan application for a zero foot set back, along with an encroachment agreement and we were granted the request. That particular sign was 40'-0" tall and 16'-0" wide. Though this does not make our request determinative, I feel it is worth noting a request for a zero foot set back has been granted in the past.

Other additional points to consider would be:

1. Since the sign will be set back 5'-0" from the back of sidewalk, it will still have the appearance of meeting the set back. In most cases, the property line starts at the back of the sidewalk in the City.
2. If the variance is granted along with an encroachment agreement executed, the current, or any future property owner has the understanding that if Sahara Avenue is widened in the future, then the sign will have to be removed at the owner's expense.
3. There are some landscape issues as you can see when reviewing YESCO drawings #416705 sheet 03. Once the existing sign and footing are removed, the plan is for YESCO to dig the footing for the new sign, set the pipe and have the area back filled back to the original grade.
 - A. If granted the variance for the zero foot set back, and the executed encroachment agreement, there may be a couple palm trees that might block some visibility of the sign. The degree of impact will not be able to be determined until the sign is installed and a vehicular drive by survey eastbound and westbound is done. There is a good possibility that none of the mature trees will need to be relocated. If one or two of the palm trees needed to be removed and relocated, the property owner agrees to do that within the same planter area.
 - B. Due to the conditions of this parcel, there is a hardship that basically makes it impossible to install a freestanding sign without the granted variance and executed encroachment agreement.

Please consider our request for the variance with the information that has been provided.

Sincerely,



Rich Hinshaw

VAR-42234
ROC-42233



Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

**Freestanding Sign
Calculations**

Address: 7400 – 7488 West Sahara Avenue
Las Vegas, Nevada 89117

Zoning: C-1

Frontage: 332.95 feet

Number of Freestanding Signs Allowed: Two – One per 200 lineal feet of street frontage

Existing Number of Signs: One

Proposed Number of Signs: One

Total Square Footage Allowed: 665.90

Existing Square Footage: 150

Proposed Square Footage: 170.19

Approved Height: 40'-0"

Proposed Height: 24'-6"

Separation Requirement: 100'-0"

Proposed Separation: 120'-0"

Electronic Message Unit: Permit Allowed

Minimum Setback: 5'-0"

Proposed Setback: Zero feet

RECEIVED
JUN 22 2011

VAR-42234

ROC-42233



Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

Project Overview

The property owner, Benson, Bertoldo, Baker and Carter, has purchased a sign from Signs West, who has since gone out of business. The sign was approximately 50% completed and currently remains in that status.

I went down to the City to verify the status of Signs West permit #165908 and found out no inspections have been performed under that permit number. The property owner has gone through the expense of removing landscaping and providing a 50% deposit for the existing sign.

There are three things that I noticed as I surveyed this project. First, the leading edge of the sign is located in the right of way and research showed no variance or encroachment agreement was ever executed. Secondly, the sign is too small to adequately serve its purpose for westbound and eastbound visibility on Sahara Ave. Lastly, the sign company left the landscaping in very poor condition. Photos of the current conditions are attached for your review.

The property owner's resolution to the current conditions would be to remove the existing non-conforming sign, request a variance for a zero foot back from the property line/right of way, enter an encroachment agreement with the City, manufacture and install a new sign that will provide the adequate visibility and bring the existing landscape back to its original grade.

Sincerely,

A handwritten signature in cursive script that reads 'Rich Hinshaw'.

Rich Hinshaw

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VAR-42234

www.yesco.com

Assessor Parcel No(s): 163-03-411-014

RECORDATION REQUESTED BY:

Silver State Bank
Valle Verde Branch
691 N. Valle Verde Drive
Henderson, NV 89014

WHEN RECORDED MAIL TO:

Silver State Bank
Valle Verde Branch
691 N. Valle Verde Drive
Henderson, NV 89014

SEND TAX NOTICES TO:

BENSON & BERTOLDO, LLC
7408 WEST SAHARA AVENUE
LAS VEGAS, NV 89117

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated January 27, 2003, among BENSON & BERTOLDO, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Grantor"); Silver State Bank, whose address is Valle Verde Branch, 691 N. Valle Verde Drive, Henderson, NV 89014 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST AMERICAN TITLE COMPANY, whose address is 3960 HOWARD HUGHES PARKWAY, SUITE 630, LAS VEGAS, NV 89109 (referred to below as "Trustee").

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

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

The Real Property or its address is commonly known as 7408 WEST SAHARA AVENUE, LAS VEGAS, NV 89117. The Real Property tax identification number is 163-03-411-014

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

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest after default for Covenant No. 4 shall be the same variable rate as prior to default. The percent of counsel fees under Covenant No. 7 shall be ten percent(10%). Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating

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to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

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

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

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

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to, theft, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to

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time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each Insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

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

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

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

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

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

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

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

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

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

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

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misleading at any time thereafter.

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such Indebtedness, or a default occurs under the instrument securing such Indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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

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

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

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

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

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

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

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

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

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

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal, whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the

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Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses are secured by this Deed of Trust and are recoverable from the Property.

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

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

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

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

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

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

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

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

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

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada. This Deed of Trust has been accepted by Lender in the State of Nevada.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada. (Initial Here) *[Signature]*

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

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

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provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

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

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

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here)

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

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

Beneficiary. The word "Beneficiary" means Silver State Bank, and its successors and assigns.

Borrower. The word "Borrower" means BENSON & BERTOLDO, LLC, and all other persons and entities signing the Note in whatever capacity.

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

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

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

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

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means BENSON & BERTOLDO, LLC.

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

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

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Silver State Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 27, 2003, in the original principal amount of \$806,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

Trustee. The word "Trustee" means FIRST AMERICAN TITLE COMPANY, whose address is 3960 HOWARD HUGHES PARKWAY, SUITE 630, LAS VEGAS, NV 89109 and any substitute or successor trustees.

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

GRANTOR:

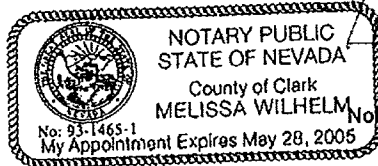
BENSON & BERTOLDO, LLC

By: *John L. Bertoldo*JOHN L. BERTOLDO, MEMBER/MANAGER of
BENSON & BERTOLDO, LLCBy: *Joseph L. Benson*JOSEPH L. BENSON, MEMBER/MANAGER of
BENSON & BERTOLDO, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEVADA)

) SS

COUNTY OF CLARK)This instrument was acknowledged before me on January 30 03 by JOHN L. BERTOLDO, MEMBER/MANAGER and JOSEPH L. BENSON, MEMBER/MANAGER of BENSON & BERTOLDO, LLC, as designated agents of BENSON & BERTOLDO, LLC.*Melissa Wilhelm*
(Signature of notarial officer)Notary Public in and for State of NEVADA

(Seal, if any)

REQUEST FOR FULL RECONVEYANCE

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

To: _____, Trustee

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

Date: _____

Beneficiary: _____

By: _____

Its: _____

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Deed of Trust
1/27/03
Parcel #163-03-411-014

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel One (1):

Being a portion of Lot One (1), Block One (1), as shown by a map in the Office of the Clark County, Nevada Recorder, in book 58, page 02, of plats. Being in the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Being a portion of Lot One (1), Block One (1) of Sahara Professional Park Unit 1 (a commercial subdivision) in the City of Las Vegas, County of Clark, State of Nevada, as per map recorded in book 58, page 2 of plats in the Office of the County Recorder of said County, being the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

Commencing at the Southeast Corner (SE Cor.) of said Lot One (1), said point also being on the Northerly right-of-way line of West Sahara Avenue, being 75.00 feet wide half width as per said plat map; thence along said line, South 87°52'17" West, 15.93 feet to the point of beginning; thence continuing along said line, South 87°52'17" West, 88.29 feet; thence departing said line, North 03°43'47" West, 155.58 feet to a point on a curve; thence from a tangent bearing of North 71°08'55" East, along the arc of a curve to the right, concave Southerly, having a radius of 23.00 feet, through a central angle of 16°43'22", an arc distance of 6.71 feet; thence North 87°52'17" East, 60.32 feet to a point of curvature; thence Southeasterly, along the arc of a curve to the right, concave Southwesterly, having a radius of 23.00 feet, through a central angle of 88°26'59", an arc distance of 35.51 feet to a line 15.00 feet Westerly and parallel with measured at right angles from the Easterly line of said plat map; thence along said line, South 03°40'44" East 128.12 feet to a point of curvature; thence departing said line, Southerly, along the arc of a curve to the right, concave Westerly, having a radius of 20.00 feet, through a central angle of 17°30'44", an arc distance of 6.11 feet to the point of beginning.

Also known as Commercial Parcel Two (2) as shown by map in Record of Survey in file no. 80 of surveys at page 39.

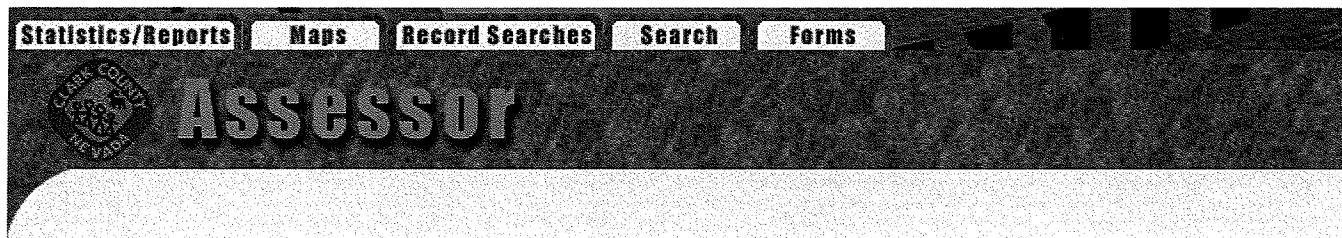
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Parcel Two (2):

An easement for ingress and egress over the driveways and walkways of the common area and greenbelt areas as defined and granted by those Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park recorded January 4, 1994 in book 940104 as document no. 00294 of Official Records.

NOTE: The above metes and bounds legal description previously appeared in that Deed recorded July 18, 1996 in Book 960718 of Official Records, as Instrument No. 00049, Clark County, Nevada.

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Michele W. Shafe, Assessor

REAL PROPERTY PARCEL RECORD

[Click Here for a Print Friendly Version](#)

Assessor Map	Aerial View	Building Sketch	Ownership History	Neighborhood Sales	New Search
---------------------	--------------------	------------------------	--------------------------	---------------------------	-------------------

GENERAL INFORMATION	
PARCEL NO.	163-03-411-014
OWNER AND MAILING ADDRESS	BENSON & BERTOLDO L L C 7408 W SAHARA AVE LAS VEGAS NV 89117-2740
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	7400 W SAHARA AVE LAS VEGAS
ASSESSOR DESCRIPTION	SAHARA PROFESSIONAL PARK-UNIT 1 PLAT BOOK 58 PAGE 2 PT LOT 1 BLOCK 1 SEC 03 TWP 21 RNG 60
RECORDED DOCUMENT NO.	* 19960718:00049
RECORDED DATE	07/18/1996
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	200
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	195146	97573
IMPROVEMENTS	304913	287143
PERSONAL PROPERTY	0	
EXEMPT	0	

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GROSS ASSESSED (SUBTOTAL)	500059	384716
TAXABLE LAND+IMP (SUBTOTAL)	1428740	1099189
COMMON ELEMENT ALLOCATION ASSD	5550	5204
TOTAL ASSESSED VALUE	505609	389920
TOTAL TAXABLE VALUE	1444597	1114057

[Click here for Treasurer Information regarding real property taxes.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.32 Acres
ORIGINAL CONST. YEAR	1997
LAST SALE PRICE MONTH/YEAR	500000 07/96
LAND USE	3-35 COMMERCIAL PROFESSIONAL SERVICES
DWELLING UNITS	0

NO RESIDENTIAL APPRAISAL RECORD FOR THIS PARCEL

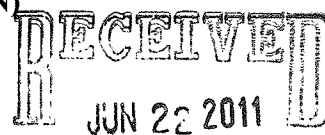
ASSESSORMAP VIEWING GUIDELINES	
MAP	163034
	In order to view the Assessor map you must have Adobe Reader installed on your computer system. If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps. 

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED
AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

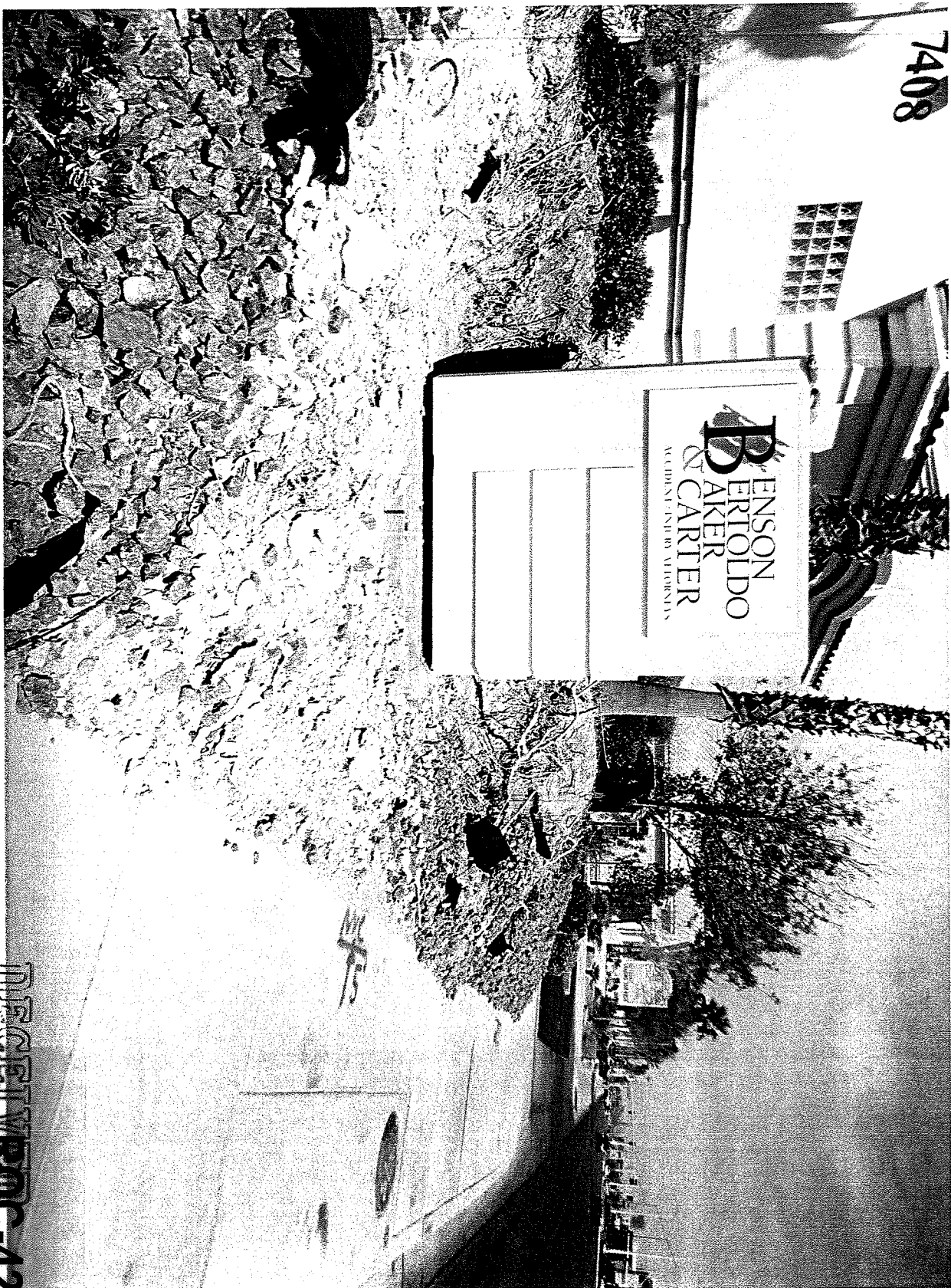


Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada 89155-1401

702-455-3882 (INFORMATION)



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WAR-42234



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DISCLOSURE
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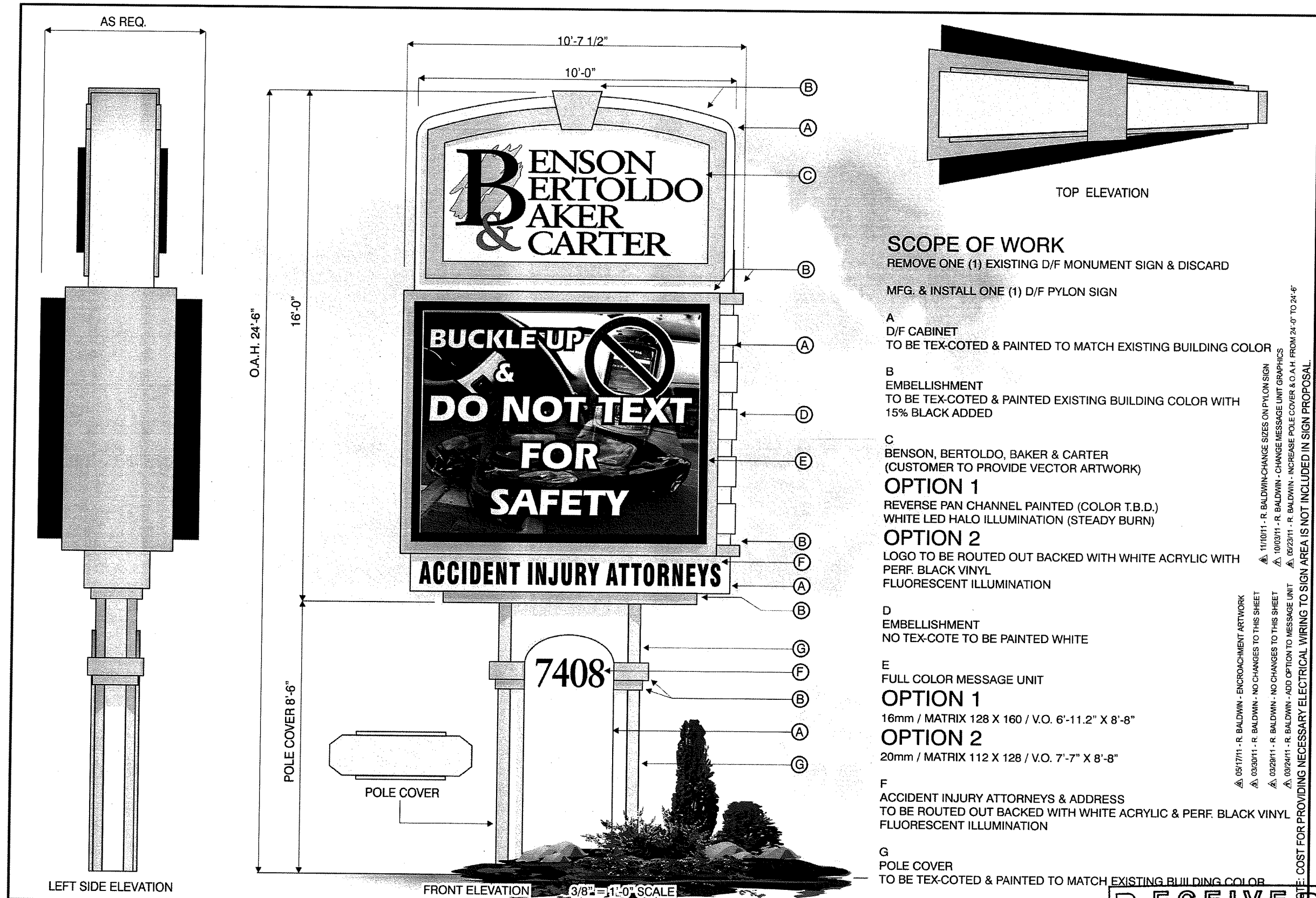
ROC-42233 VAR-42234



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FILED
MAR 22 2011
VAR-42234





SCOPE OF WORK

REMOVE ONE (1) EXISTING D/F MONUMENT SIGN & DISCARD
 MFG. & INSTALL ONE (1) D/F PYLON SIGN

A
 D/F CABINET
 TO BE TEX-COTED & PAINTED TO MATCH EXISTING BUILDING COLOR

B
 EMBELLISHMENT
 TO BE TEX-COTED & PAINTED EXISTING BUILDING COLOR WITH 15% BLACK ADDED

C
 BENSON, BERTOLDO, BAKER & CARTER
 (CUSTOMER TO PROVIDE VECTOR ARTWORK)
OPTION 1
 REVERSE PAN CHANNEL PAINTED (COLOR T.B.D.)
 WHITE LED HALO ILLUMINATION (STEADY BURN)

OPTION 2
 LOGO TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC WITH PERF. BLACK VINYL FLUORESCENT ILLUMINATION

D
 EMBELLISHMENT
 NO TEX-COTE TO BE PAINTED WHITE

E
 FULL COLOR MESSAGE UNIT
OPTION 1
 16mm / MATRIX 128 X 160 / V.O. 6'-11.2" X 8'-8"

OPTION 2
 20mm / MATRIX 112 X 128 / V.O. 7'-7" X 8'-8"

F
 ACCIDENT INJURY ATTORNEYS & ADDRESS
 TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC & PERF. BLACK VINYL FLUORESCENT ILLUMINATION

G
 POLE COVER
 TO BE TEX-COTED & PAINTED TO MATCH EXISTING BUILDING COLOR

11/10/11 - R. BALDWIN - CHANGE SIZES ON PYLON SIGN
 10/03/11 - R. BALDWIN - CHANGE MESSAGE UNIT GRAPHICS
 05/23/11 - R. BALDWIN - INCREASE POLE COVER & O.A.H. FROM 24'-0" TO 24'-6"
 NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

YESCO LLC

LAS VEGAS DIVISION

5119 SO. CAMERON ST.

LAS VEGAS, NV 89118

PHONE: (702) 876-8080

WWW.YESCO.COM

BY CONTRACTOR LICENSE #007288 & #007290

YESCO

BENSON, BERTOLDO, BAKER & CARTER

7408 W. SAHARA

LAS VEGAS, NEVADA

Project Tracking Number:

416705

Project Name:

BENSON, BERTOLDO, BAKER & CARTER

Account Executive:

RICH HINSHAW

Designer:

RICHARD BALDWIN

Design Approvals

Checked by:

Creative Director:

Estimating:

Account Executive:

Client:

Rev. / Date / Designer

ORIG. 02/25/11 R. B.

03/24/11 - R. B.

03/29/11 - R. B.

03/30/11 - R. B.

05/17/11 - R. B.

05/23/11 - R. B.

06/21/11 - J. P.

Description:

D/F PYLON SIGN

Classification

PY-1

Reference Design:

O & M Serial:

Sheet

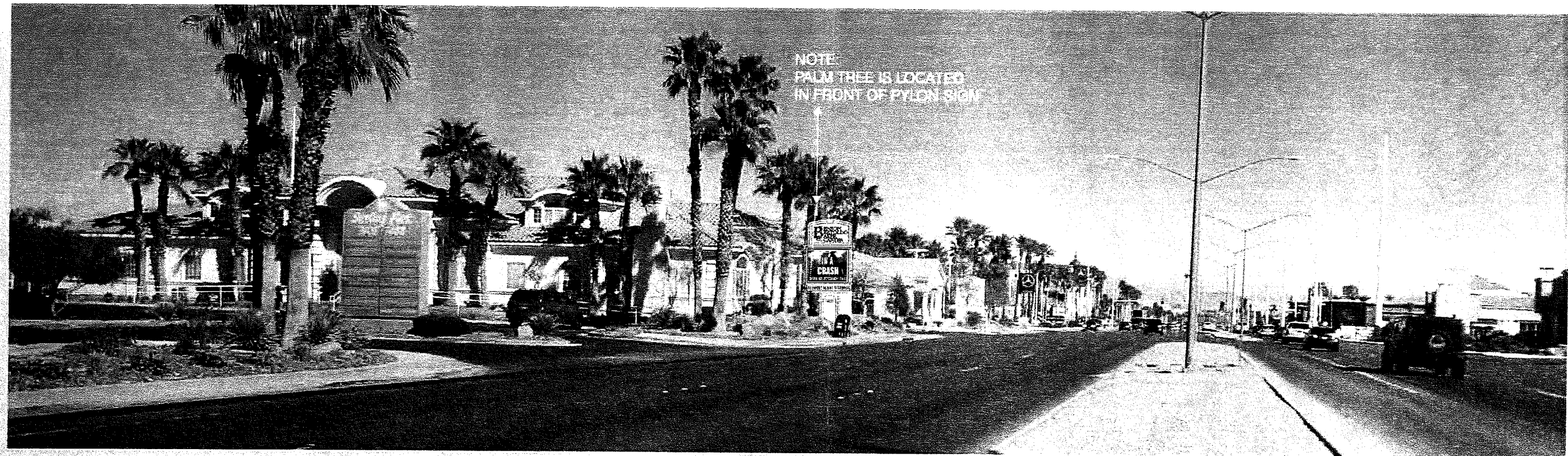
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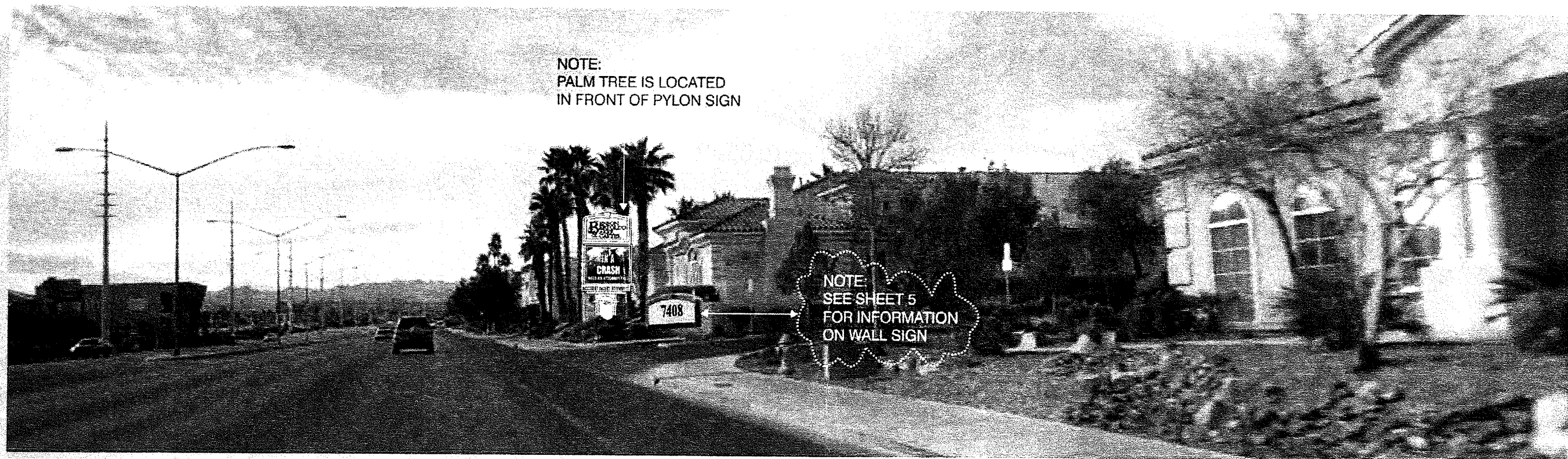
City of Las Vegas

Department of Planning



EAST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK / 0'-0" SET BACK FROM PROPERTY LINE / RIGHT of WAY



WEST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK / 0'-0" SET BACK FROM PROPERTY LINE / RIGHT of WAY

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

YESCO

YESCO LLC
LAS VEGAS DIVISION
5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 878-8080
WWW.YESCO.COM

Client Name & Address:
**BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA**

Project Tracking Number:
416705

Project Name:
**BENSON,
BERTOLDO,
BAKER & CARTER**

Account Executive:
**RICH
HINSHAW**

Designer:
**RICHARD
BALDWIN**

Design Approvals

Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer

ORIG. 02/25/11 R. B.
03/24/11 - R. B.
03/29/11 - R. B.
03/30/11 - R. B.
05/17/11 - R. B.
05/23/11 - R. B.

Description:
D/F PYLON SIGN

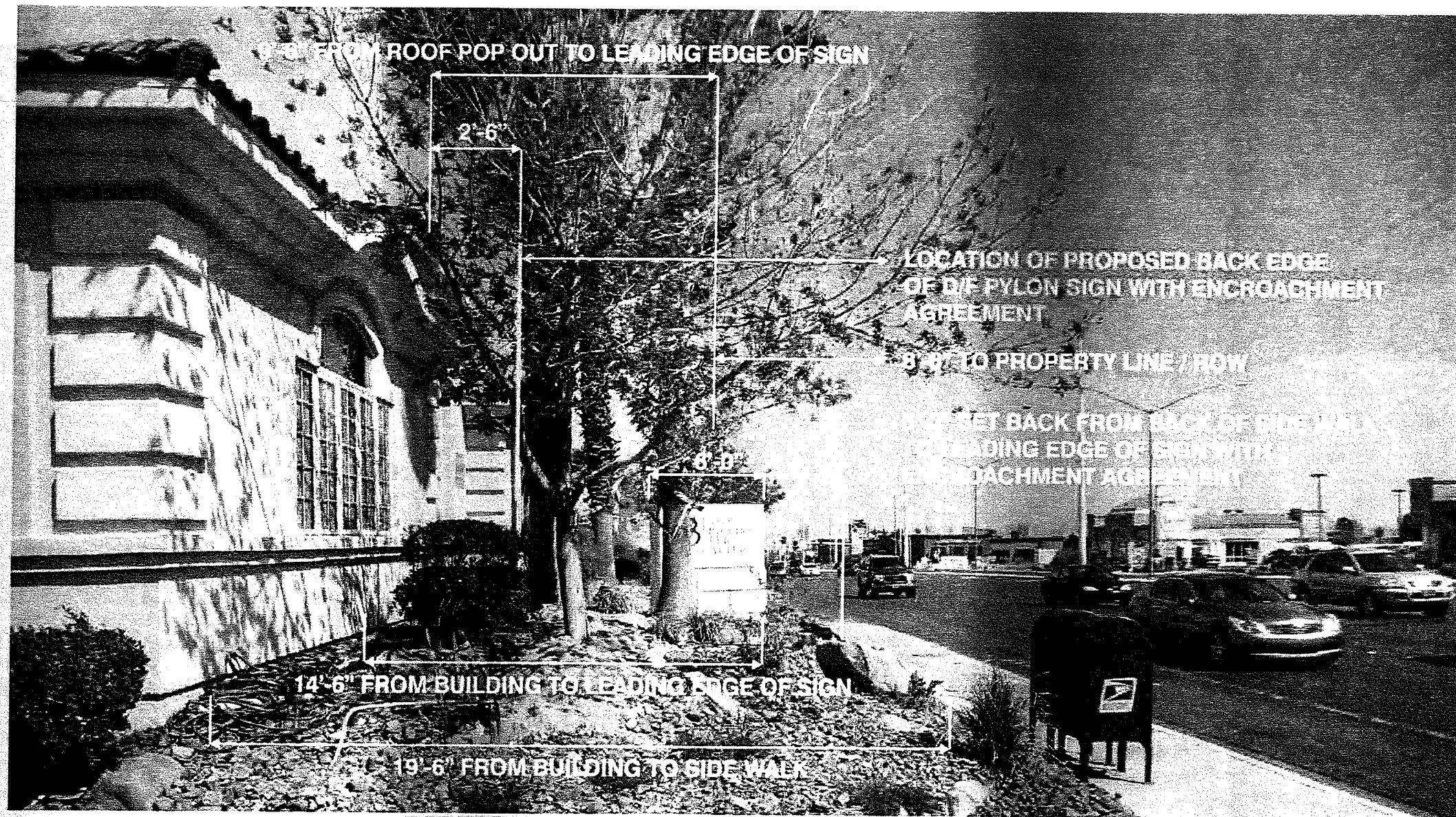
Classification:
PY-1

Reference Design:

O.E.M. Serial

Sheet
02

RECEIVED
JUN 27 2011
VAR-42234



EAST BOUND ON SAHARA AVE.

FIELD SURVEY WITH EXISTING SIGN FOR REFERENCE



EXISTING D/F MONUMENT SIGN
WEST VIEW



EXISTING D/F MONUMENT SIGN
SOUTH VIEW



EXISTING D/F MONUMENT SIGN
EAST VIEW

ADD THIS SHEET 03/30/11 - R. BALDWIN - NO CHANGES TO THIS SHEET 05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK 05/23/11 - R. BALDWIN - INCREASE POLE COVER & O.A.H. FROM 24'-0" TO 24'-6" 06/21/11 - J. PETERSON - REVISED DIMENSIONS

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

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5119 SO. CAMERON ST.
LAS VEGAS, NV 89118
PHONE: (702) 876-8080
WWW.YESCO.COM
NY CONTRACTOR LICENSE #007499 & #007490

YESCO

Client Name & Address:
BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Tracking Number:
416705

Project Name:
BENSON,
BERTOLDO,
BAKER & CARTER

Account Executive:
RICH
HINSHAW

Designer:
RICHARD
BALDWIN

Design Approvals

Checked by:

Creative Director

Estimating:

Account Executive:

Client:

Rev. / Date / Designer

ORIG. 02/25/11 R. B.

03/24/11 - R. B.

03/29/11 - R. B.

03/30/11 - R. B.

05/17/11 - R. B.

05/23/11 - R. B.

06/21/11 - J. P.

Description:

D/F PYLON SIGN

Classification:

PY-1

Reference Design:

O.F.M. Seal

Stamp:

03

JUN 22 2011
VAR-42234

11'-0" FROM BUILDING TO
PROPERTY LINE / RIGHT of WAY

PT1

332.95

88.29

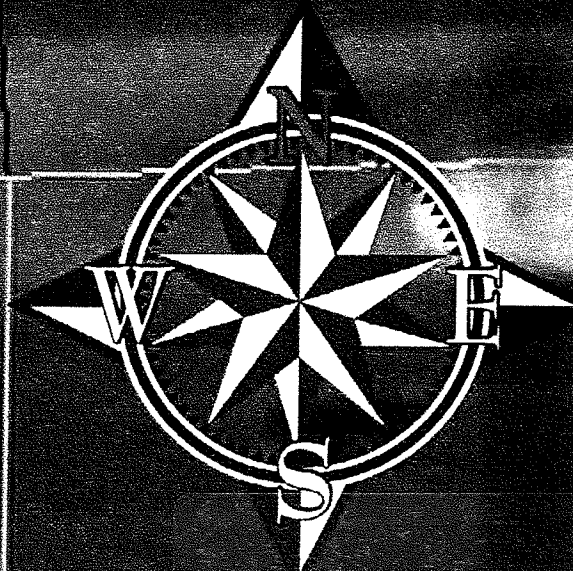
PROPERTY LINE / RIGHT of WAY
NEVADA POWER EASTMENT

8'-6" SET BACK FROM BACK OF SIDE WALK
TO PROPERTY LINE / RIGHT of WAY

0'-0" SET BACK FROM PYLON SIGN TO
PROPERTY LINE / RIGHT of WAY -
5'-0" SET BACK TO BACK OF SIDE WALK

PROPOSED PYLON SIGN

W SAHARA AVE



VAR-42234

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LAS VEGAS, NV 89118
PHONE: (702) 876-6080
WWW.YESCO.COM

Client Name & Address:
**BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA**

Project Tracking Number:
416705

Project Name:
**BENSON,
BERTOLDO,
BAKER & CARTER**

Account Executive:
**RICH
MINSHAW**

Designer:
**RICHARD
BALDWIN**

Design Approval:
Checked by:
Creative Director:
Estimating:
Account Executive:
Client:

Rev. / Date / Designer
ORIG. 02/25/11 R. B.
03/24/11 - R. B.
03/29/11 - R. B.
03/30/11 - R. B.
05/17/11 - R. B.
05/23/11 - R. B.

Description:
SITE PLAN

Classification:
SP-1

Reference Design:
D.E.M. Serial:
Sheet:
04

UN PROPOSED

MODIFY SITE PLAN

ADD THIS SHEET

NO CHANGES TO THIS SHEET

YESCO

04

22 2011

BENSON BERTOLDO & CARTER

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JUN 22 2011

VAR-42234

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

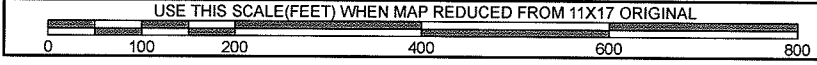
YESCO YESCO LLC LAS VEGAS DIVISION 5119 SO. CAMERON ST. LAS VEGAS, NV 89118 PHONE: (702) 876-8080 WWW.YESCO.COM NV CONTRACTOR LICENSE #0074288 & #0071390	
Client Name & Address: BENSON, BERTOLDO, BAKER & CARTER 7408 W. SAHARA LAS VEGAS, NEVADA	
Project Tracking Number: 416705	
Project Name: BENSON, BERTOLDO, BAKER & CARTER	
Account Executive: RICH MINSHAW	
Designer: RICHARD BALDWIN	
Design Approvals	
Checked by:	
Creative Director:	
Estimating:	
Account Executive:	
Client:	
Rev. / Date / Designer	
ORIG. 02/25/11 R. B.	
A 03/24/11 - R. B.	
A 03/29/11 - R. B.	
A 03/30/11 - R. B.	
A 05/17/11 - R. B.	
A 05/23/11 - R. B.	
A 06/21/11 - J. P.	
Description: COVER SHEET	
Classification: CV-1	
Reference Design:	
O.R.M. Serial	

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

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



ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

MAP LEGEND

- PARCEL BOUNDARY
- SUB BOUNDARY
- PM/LD BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/LD BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMBER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 24-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GL5 GOV. LOT NUMBER

BOOK T21S R60E

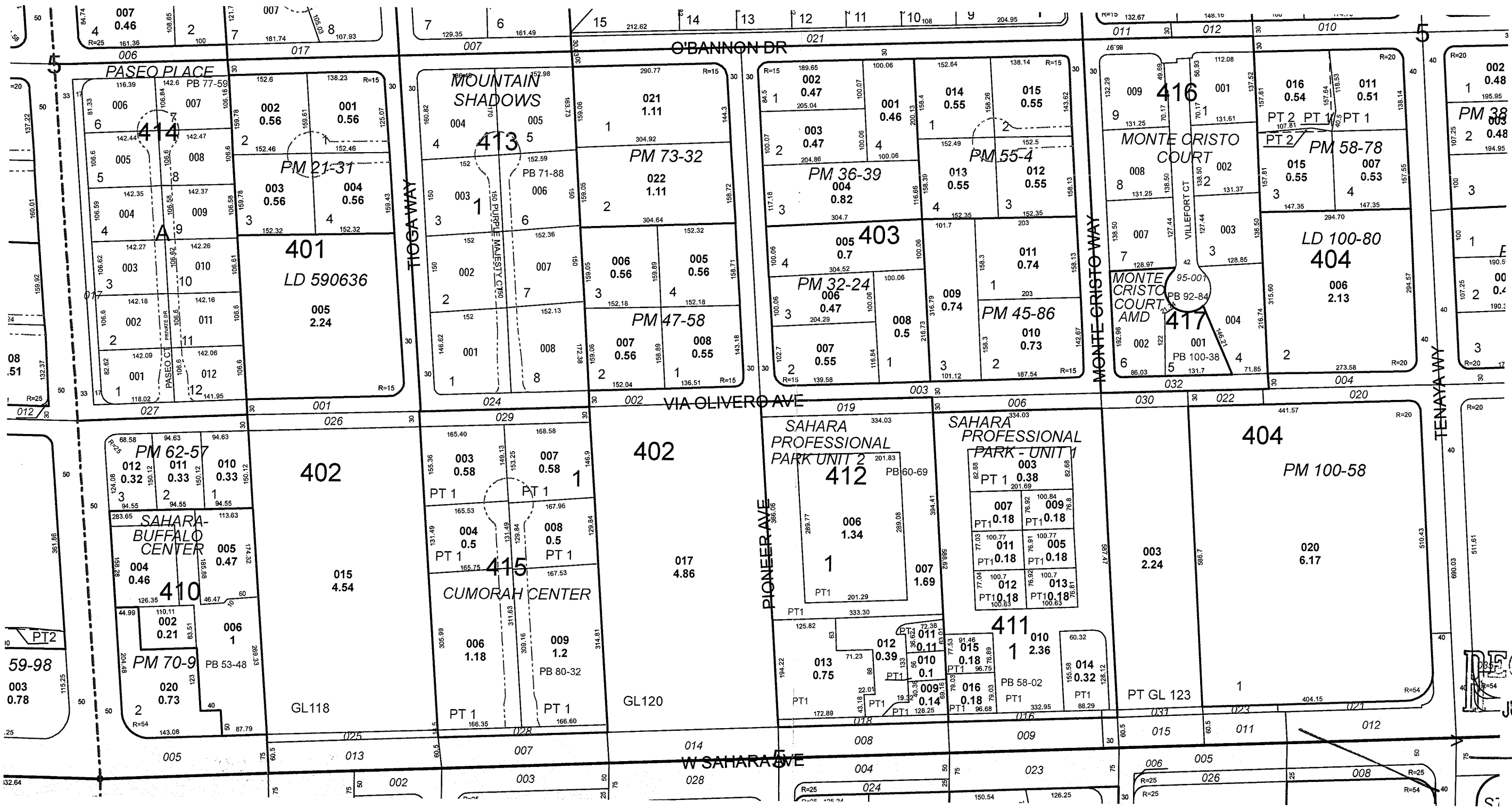
SEC. 3

MAP S 2 SW 4

163-03-4

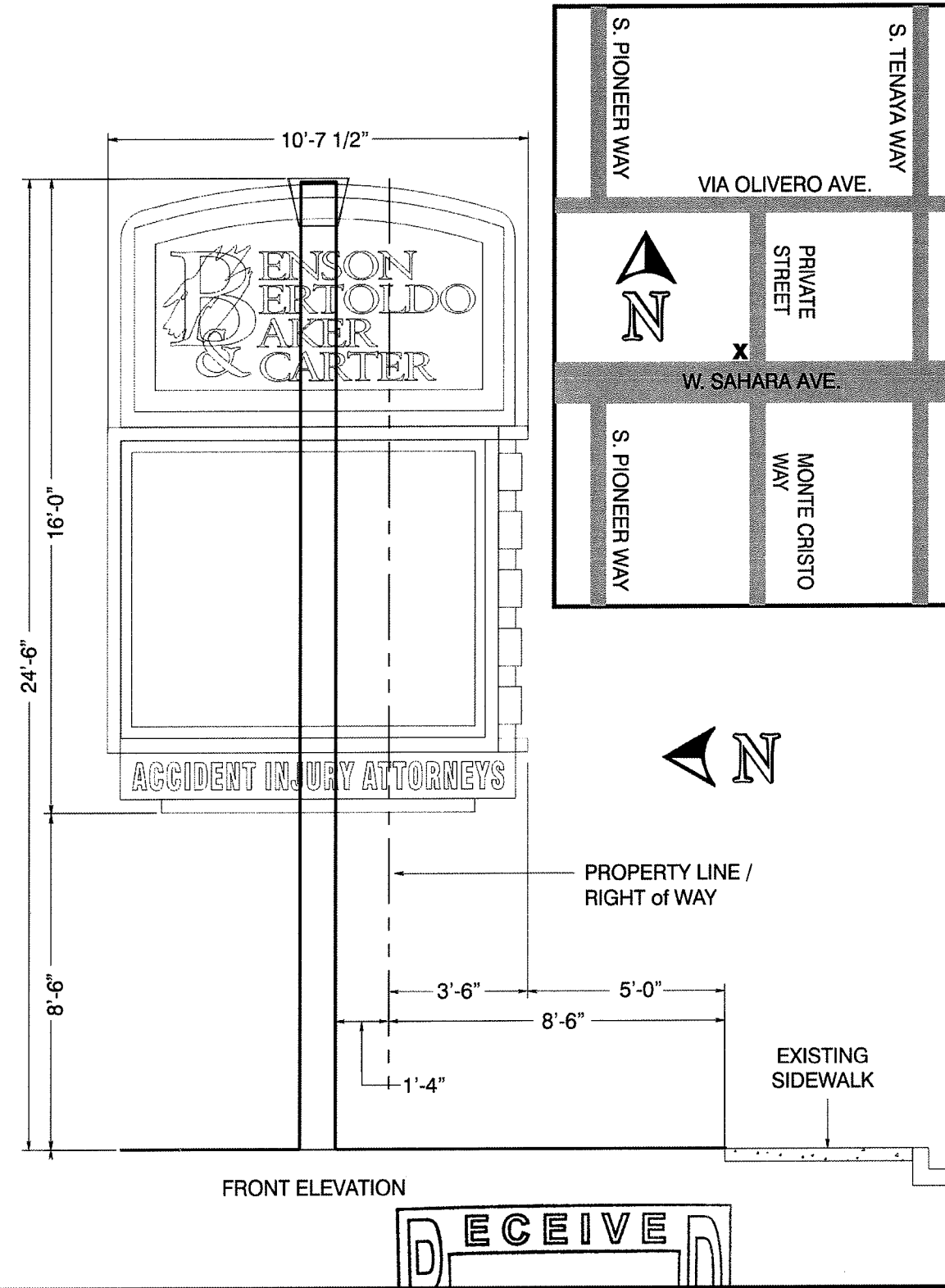
CLARK COUNTY NEVADA

Scale: 1" = 200' Rev: 02/08/2011



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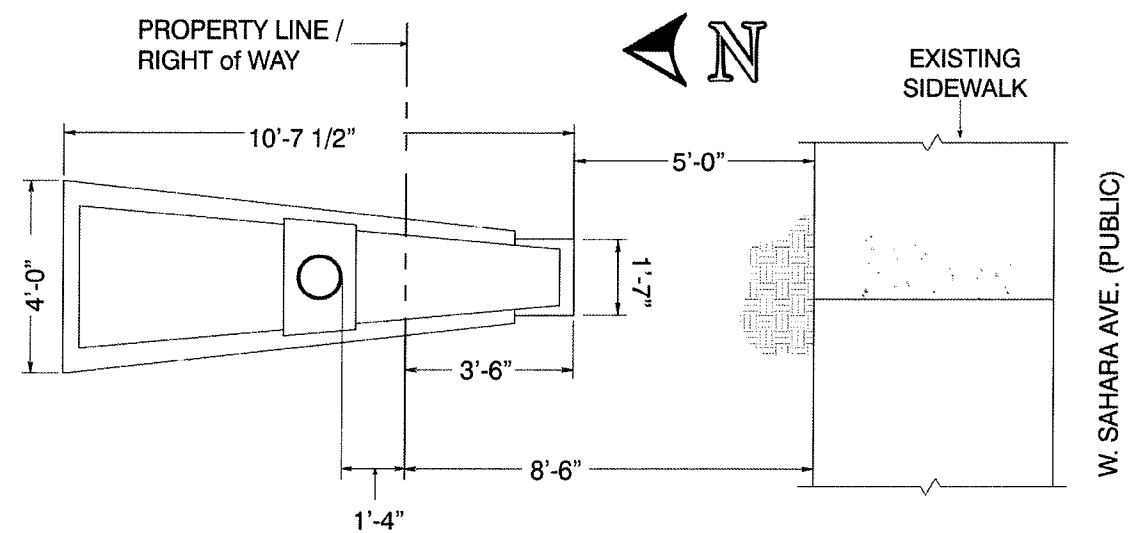


FRONT ELEVATION

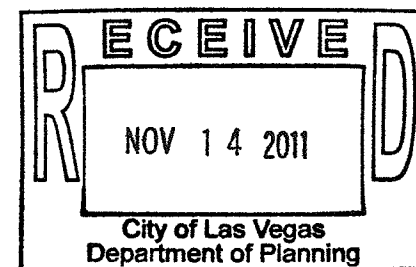
RECEIVED
NOV 14 2011
City of Las Vegas
Department of Planning

REVISION 8

BENSON & BERTOLDO LLC, 7408 W. SAHARA LAS VEGAS, NEVADA

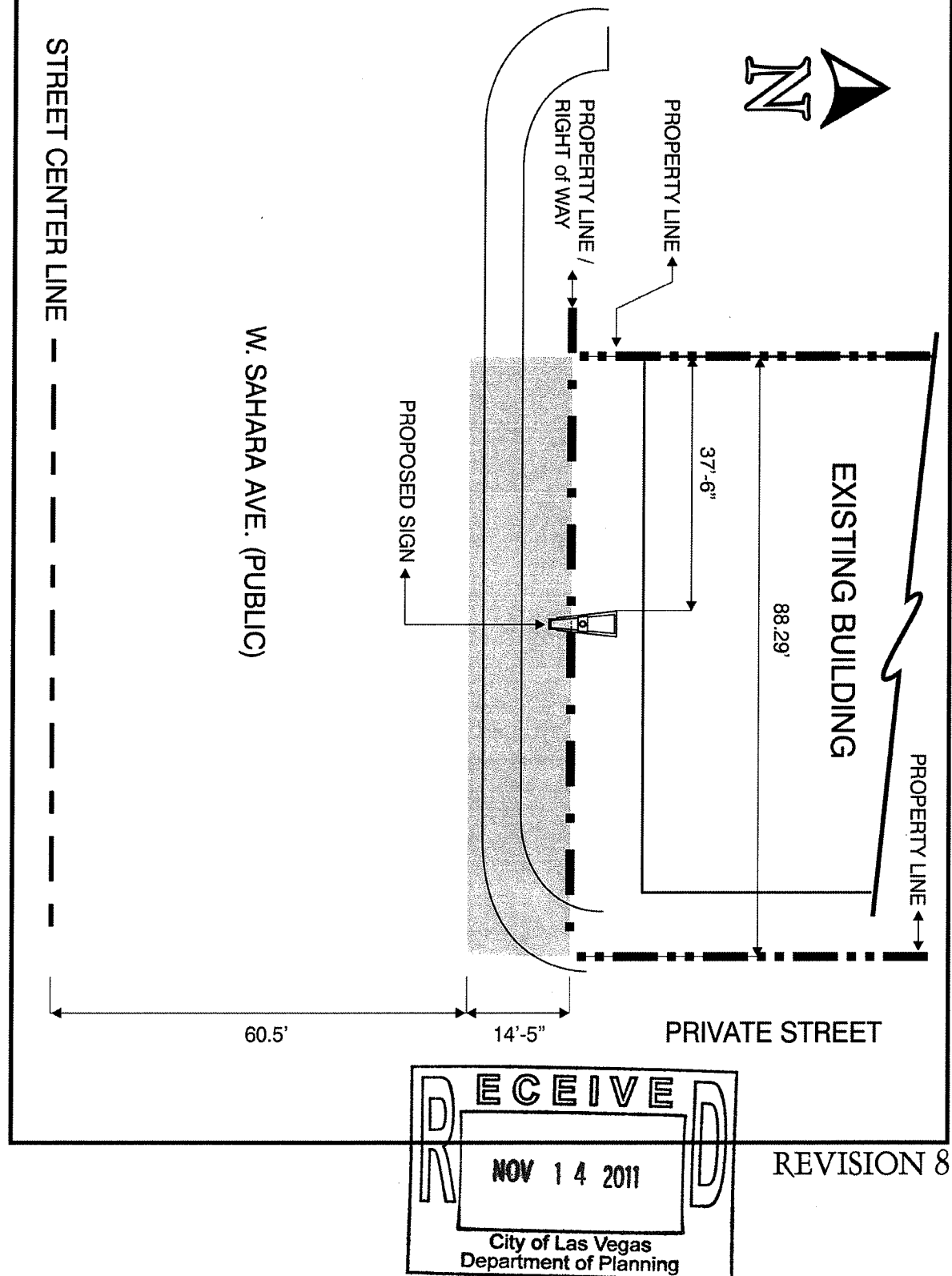


PLAN VIEW



REVISION 8

BENSON & BERTOLDO LLC, 7408 W. SAHARA LAS VEGAS, NEVADA



BERTOLDO BAKER & CARTER

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL



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NV CONTRACTOR LICENSE #0074229 & 0074230

Client Name & Address
BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

Project Name
BENSON,
BAKER &
CARTER

Project Location
RICH
MON
NEW

Contractor
RICHARD
BALDWIN

Contract Agreement
COVER SHEET

Contract Number
0000000000

Contract Description
0000000000

Contract Start Date
0000000000

Contract End Date
0000000000

Contract Status
0000000000

Contract Type
0000000000

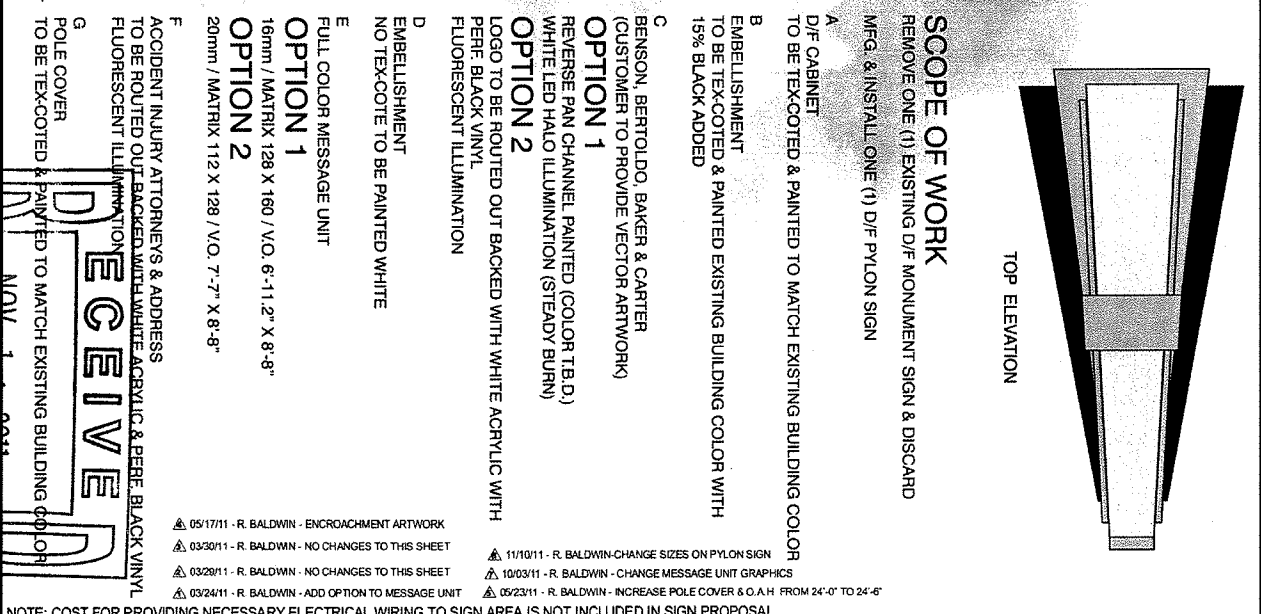
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Contract Owner
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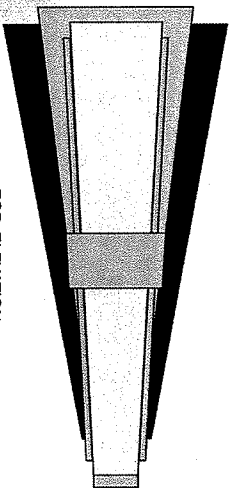
Contract Manager
0000000000

Contract Date
0000000000

Contract Version
0000000000



TOP ELEVATION



SCOPE OF WORK

REMOVE ONE (1) EXISTING D/F MONUMENT SIGN & DISCARD
MFG. & INSTALL ONE (1) D/F PYLON SIGN

MFG. & INSTALL ONE (1) D/F PYLON SIGN

D/F CABINET

D/F CABINET

EMBELLISHMENT
TO BE TEXT-COTED & PAINTED EXISTING BUILDING COLOR WITH
15% BLACK ADDED

15% BLACK ADDED

BENSON, BERTOLDO, BAKER & CARTER
(CUSTOMER TO PROVIDE VECTOR ARTWORK)

OPTION 1

REVERSE PAN CHANNEL PAINTED (COLOR T.B.D.)
WHITE LED HALO ILLUMINATION (STEADY BURN)

OPTION 2

LOGO TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC WITH
PERF. BLACK VINYL
FLUORESCENT ILLUMINATION

D

EMBELISHMENT
NO TEX-COTE TO BE PAINTED WHITE

NO TEX-COTE TO

E
FULL COLOR MESSAGE UNIT

OPTION 1

16mm / MATRIX 128 X 160 / V.O. 6'-11.2" X 8'-8"
OPTION 2

20mm / MATRiX 1

77

ACCIDENT INJURY ATTORNEYS & ADDRESS
TO BE ROUTED OUT BACKED WITH WHITE ACRYLIC & PERE
FLUORESCENT ILLUMINATION

9

3
POLE COVER
TO BE TEX-COTED & PAINTED TO MATCH EXISTING BUILDING COLOR

05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK
03/30/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/28/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
03/24/11 - R. BALDWIN - ADD OPTION TO MESSAGE UNIT
11/10/11 - R. BALDWIN - CHANGE SIZES ON Pylon SIGN
10/03/11 - R. BALDWIN - CHANGE MESSAGE UNIT GRAPHICS
05/23/11 - R. BALDWIN - INCREASE PILE COVER & O.A.H. FROM 24'-0" TO 24'-6"

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

YESCO.

RECEIVED The author has submitted this manuscript for publication. The author has no financial interest in the work. The author is not a member of the editorial board. The author is not a member of the editorial board. The author is not a member of the editorial board.

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NY CONTRACTOR LICENSE: #0074289 & #0074290

41670 Project: **Trucking Business**

Client Name & Address
**BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA**

5

[illegible]

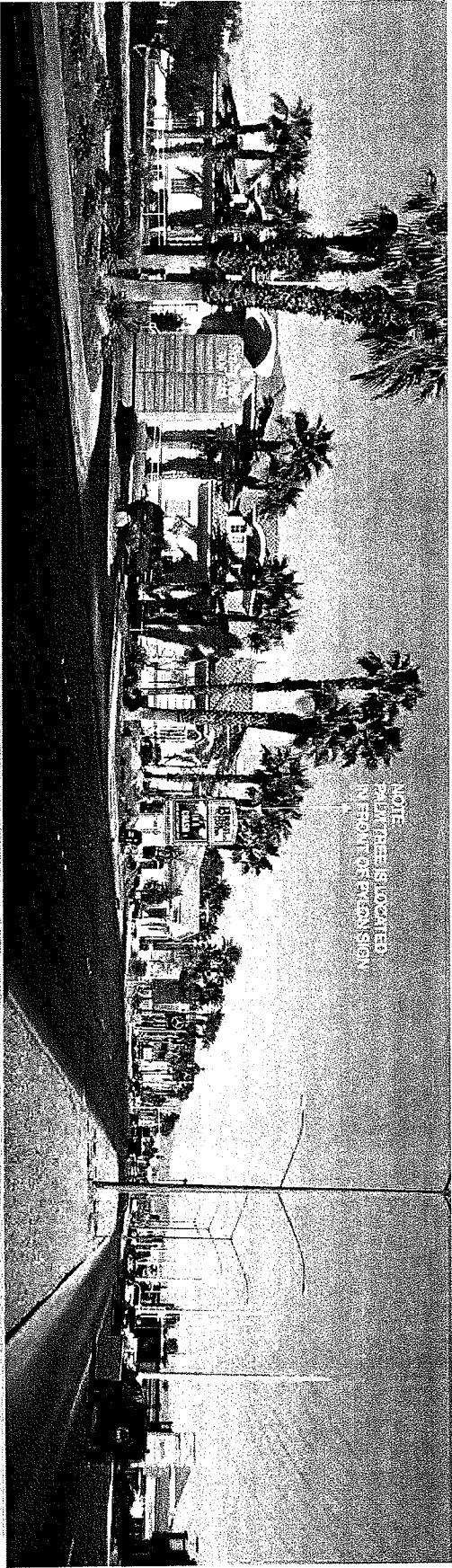
ITEM

**City of Las Vegas
Department of Planning**

~~NOV 14 2011~~

01

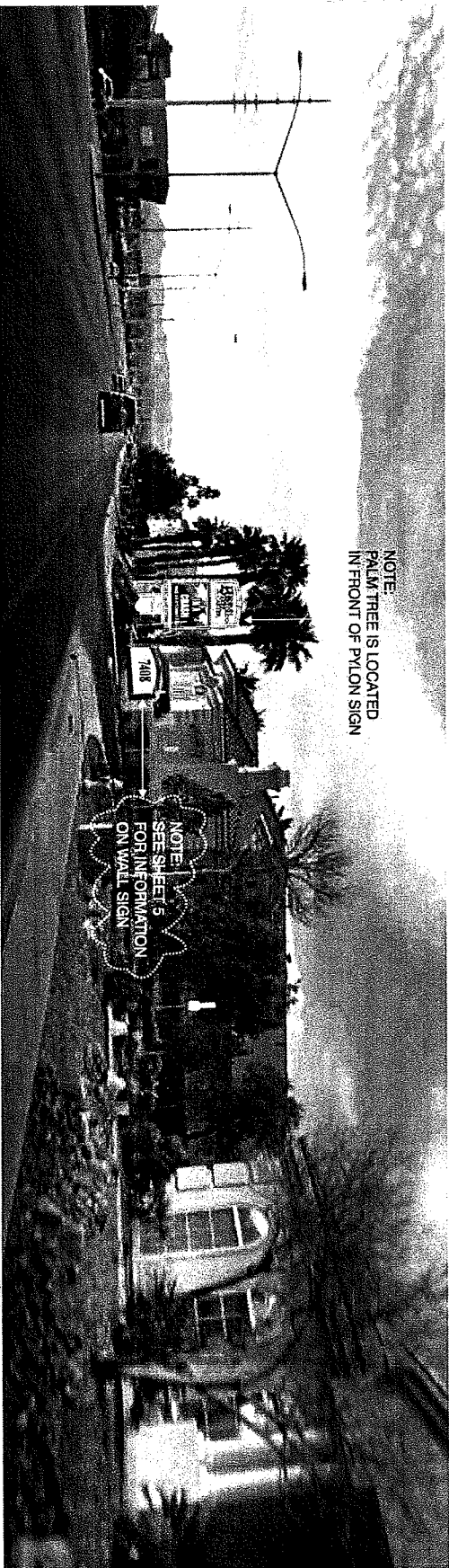
01



NOTE:
PALM TREE IS LOCATED
IN FRONT OF SIGN

EAST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK / 0'-0" SET BACK FROM PROPERTY LINE / RIGHT of WAY



NOTE:
PALM TREE IS LOCATED
IN FRONT OF Pylon SIGN

NOTE:
SEE SHEET 5
FOR INFORMATION
ON WALL SIGN

WEST BOUND TRAVEL ON SAHARA AVE.

5'-0" SET BACK FROM BACK OF SIDE WALK

PROPERTY LINE / RIGHT of WAY

3. 03/20/11 - R. BALDWIN - ADD NOTE INFO ABOUT SHEET 5 ON BOTTOM PHOTO
4. 05/17/11 - R. BALDWIN - ENCROACHMENT ARTWORK

03/29/11 - R. BALDWIN - NO CHANGES TO THIS SHEET
05/24/11 - R. BALDWIN - ADD PALM TREE NOTES / ADD SET BACK NOTES

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

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LAS VEGAS DIVISION
5119 SO. CAMERON ST.
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Client Name & Address:
BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA

416705

Project Name:
BENSON, BERTOLDO,
BAKER & CARTER
7408 W. SAHARA
LAS VEGAS, NEVADA
Contractor:
RICHARD
BALDWIN
Checked By:
Contract Designer:
Estimated:
Approved/Issued:
C. date:
Rev / Date Description:
1. 05/24/11 - R. B.
2. 03/29/11 - R. B.
3. 03/20/11 - R. B.
4. 05/17/11 - R. B.
5. 05/23/11 - R. B.
Location:
OFF Pylon SIGN

Revisions Change:
PY-1

Sheet:
02

NOT RECORDED
JUN 22 2011

ROC-42233
VAR-42234

PT1
11'-0" FROM BUILDING TO
PROPERTY LINE / RIGHT of WAY
332.95
PROPERTY LINE / RIGHT of WAY
NEVADA POWER EASTMENT
8'-6" SET BACK FROM BACK OF SIDE WALK
TO PROPERTY LINE / RIGHT of WAY

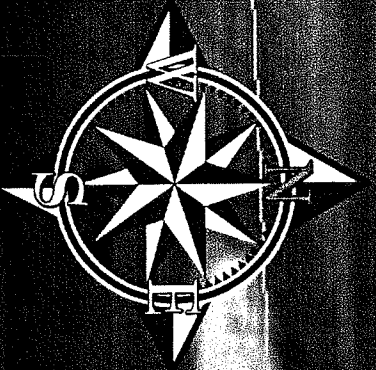
155.58

PT1

128.12

0'-0" SET BACK FROM PYLON SIGN TO
PROPERTY LINE / RIGHT of WAY -
5'-0" SETBACK TO BACK OF SIDE WALK
PROPOSED PYLON SIGN

W SAHARA AVE



30

9

SECRET
JUN 22 2011
ROC-42233
VAR-42234

YESCO

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LAS VEGAS DIVISION
5119 SO. CAMERON ST
LAS VEGAS, NV 89118
PHONE 702.678.6063
WWW.YESCO.COM
ANY CONTRACTOR'S OBLIGATIONS ARE NOT RELEASED BY THIS SIGNATURE

**BENSON, BERTOLDO,
BAKER & CARTER**
7408 W. SAHARA
LAS VEGAS, NEVADA

YESCO
SP-1
SITE PLAN
1. 03/24/11 R R
2. 03/20/11 R R
3. 03/20/11 R R
4. 03/20/11 R R
5. 03/20/11 R R

03/24/11 - R BALDWIN - ADD THIS SHEET
03/24/11 - R BALDWIN - MODIFY SITE PLAN
03/20/11 - R BALDWIN - NO CHANGES TO THIS SHEET
03/20/11 - R BALDWIN - ENCROACHMENT AGREEMENT
03/20/11 - R BALDWIN - ENCROACHMENT AGREEMENT

Sheet
04

