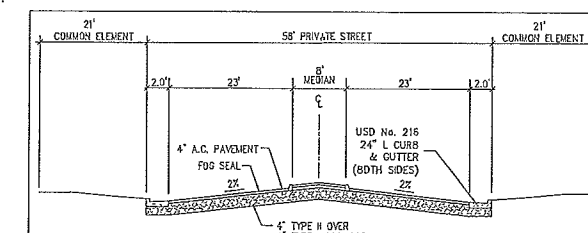


NO.	DESCRIPTION	DATE	BY	APP.

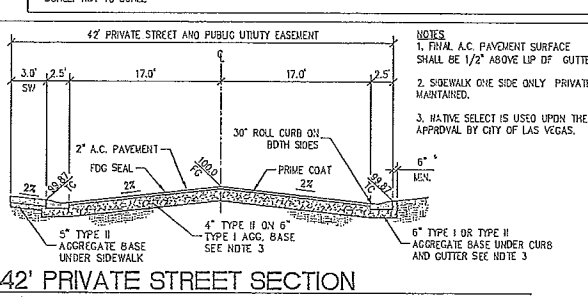
ASTORIA HOMES
CLIFFS EDGE POD 301
SITE PLAN

RECEIVED

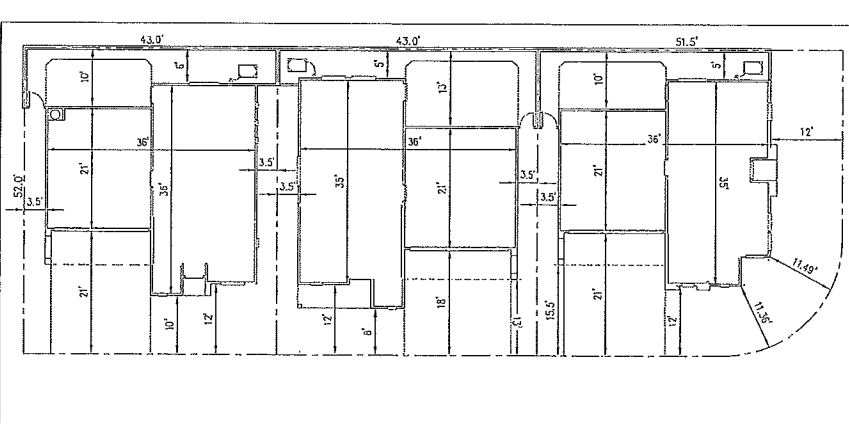
FEB 18 2010



PRIMARY ENTRANCE ROAD
SCALE: NOT TO SCALE



42' PRIVATE STREET SECTION
SCALE: NOT TO SCALE



ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS

192 UNITS @ 250 GPD/UNIT = 48,000 GPD
TOTAL AVERAGE CONTRIBUTION = 48,000 GPD @ 0.048 MGD
TOTAL PEAK FLOW = 0.048 MGD X 3.23 (PEAK FACTOR) = 0.15504 MGD

AREA TABULATION

EXISTING ZONING	= PLANNED DEVELOPMENT DISTRICT
GROSS ACREAGE	= 20.5± AC.
NET ACREAGE	= 17.9± AC.
NUMBERED LOTS	= 192
NUMBERED LOTS PER GROSS ACRE =	9.37
MIN. LOT SIZE	= 43'x52' (2,236 sq ft)
OPEN SPACE REQUIRED	14,600 SF
OPEN SPACE PROVIDED	14,701 SF

SETBACKS

FRONT (IVING AREA OR PORCH)	= 6'
SINGLE-STORY ELEMENT	= 12'
TWO-STORY ELEMENT	= 12'
FRONT (GARAGE)	= 18'
FRONT-LOADED	= 18'
SIDE INTERIOR	= 3.5'
SIDE PERIMETER & PARCEL ENTRY	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 10'
CORNER SIDE	= 10'
SINGLE-STORY ELEMENT	= 10'
TWO-STORY ELEMENT	= 12'
* MINIMUM DISTANCE TO CURVE	= 11'
REAR	= 5'
REAR PERIMETER	= 10'

NOTE:
1. ALL FRONT AND CORNER SIDE SETBACKS ARE MEASURED FROM BACK OF SIDEWALK OR BACK OF CURB IF THERE IS NO SIDEWALK. ALL OTHER SETBACKS ARE MEASURED FROM PL UNLESS OTHERWISE NOTED.

PARKING ANALYSIS

NO. OF UNITS	= 192
PARKING PARAMETER	= 2 SPACES/LOT
REQUIRED PARKING	= 384 SPACES

MINIMUM PARKING REQUIREMENT SATISFIED
BY GARAGE AND/OR DRIVEWAY PARKING

LEGEND

115	LOT NUMBER
---	BOUNDARY OF TENTATIVE MAP
---	SEWER LINE
---	WATER LINE
---	EXIST. CONTOURS
---	EXIST. FIRE HYDRANT
---	EXIST. FIRE MAINLINE
---	EXIST. WATER
---	EXIST. SEWER
C.E. "D"	CORNER ELEMENT

EOT-37450
04/07/10 CC

DATE:	1/6/06
DRAWER:	AS
DESIGNER:	JDA
CHECKED:	JJS
PROJECT NO.	AST0506
SHEET 1 OF 1	SP-1

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

April 23, 2010

HOF Financial I, LLC
3200 Bristol Street, Suite #800
Costa Mesa, California 92626

**RE: EOT-37450 - EXTENSION OF TIME - VARIANCE RELATED TO EOT-37448
PLANNING COMMISSION MEETING OF APRIL 22, 2010**

Dear Applicant:

Your request for an Extension of Time of a previously approved Variance (VAR-26236) TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE A SEVEN-FOOT SETBACK IS REQUIRED on 20.5 acres at the southwest corner of Shaumber Road and Dorrell Lane (APNs 126-24-214-001 through 126-24-214-192), PD (Planned Development) Zone, Ward 6 (Ross), was considered by the Planning Commission on April 22, 2010.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning and Development

1. This Variance (VAR-26236) shall expire on February 14, 2012 unless another Extension of Time is approved by the Planning Commission.
2. Conformance to the conditions of approval of the Variance (VAR-26236) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

This action by the Planning Commission is final. The notice of final action was filed with the City Clerk on April 23, 2010.

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

SG:clb

cc: Ms. Chelsea Peltier
Slater Hanifan Group
5740 South Arville Street, Suite #216
Las Vegas, Nevada 89118

Mayor
Oscar B. Goodman

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



PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

April 9, 2010

HOF Financial I, LLC
3200 Bristol Street, Suite #800
Costa Mesa, California 92626

**RE: EOT-37450 - EXTENSION OF TIME - VARIANCE RELATED TO EOT-37448
PLANNING COMMISSION MEETING OF APRIL 22, 2010**

Dear Applicant:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on *April 22, 2010* 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 available on-line on *Friday, April 16, 2010* 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 731 South Fourth Street to request your copies.

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

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

SG:clb

cc: Ms. Chelsea Peltier
Slater Hanifan Group
5740 South Arville Street, Suite #216
Las Vegas, Nevada 89118

Mayor
Oscar B. Goodman

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



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; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan Riecki, Survey (FM, PM, & A's only)
Date: February 26, 2010
Re: **EOT-37450** Slater Hanifan Group SWC Shaumber Rd. & Dorrell Lane
Request for an Extension of Time of an approved Variance (VAR-37450)

COMMENTS:

We have no objection on the request for an Extension of Time of a previously approved Variance to allow a five-foot rear yard setback where a seven-foot setback is required, as long as all previously imposed conditions of approval for VAR-37450 and all other subsequent site related actions are ultimately complied with.

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: April 22, 2010

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

EOT-37450

Auburn and Bradford at Providence HOA

Brighton at Providence HOA

Hearthstone/Brookstone HOA

Kensington at Providence HOA

Providence Master Association

Somerset at Providence HOA

Windimere at Providence HOA

Report Date 02/24/2010 08:11 AM

Submitted By

Page 1

A/P # 37450 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	02/18/2010 13:35	983052	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

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

Description of Work

EOT-37450 - EXTENSION OF TIME- VARIANCE - APPLICANT: SLATER HANIFAN GROUP - OWNER: HOF FINANCIAL I, LLC - Request for an Extension of Time of a previously approved Variance (VAR-26236) TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE A SEVEN-FOOT SETBACK IS REQUIRED on 20.5 acres generally located at the southwest corner of Shaumber Road and Dorrell Lane (APNs 126-24-214-001 through 126-24-214-192), PD (Planned Development) Zone, Ward 6 (Ross).

Parent A/P # 26236
Project # 37450 Project/Phase Name CLIFF'S EDGE POD 301 Phase #
Size/Area 0.00 Size Description
Proposed Start Proposed Stop
% Complete Formula
Subdivision Code
% Completed 0.00

Property/Site Information

Parcel 12624214001

Location

Owner/Tenant

Contact ID AC1729372 Name H O F FINANCIAL I L L C
Mailing Address 3200 BRISTOL ST #800 Organization % HOUSING CAPITAL CO
City COSTA MESA State/Province CA
ZIP/PC 92626-1810 Country ☐ Foreign
Day Phone Evening Phone
Fax Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

10810 WRIGLEY FIELD AVE
LAS VEGAS, 89166-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12624214001
12624214002

Report Date 02/24/2010 08:11 AM

Submitted By

Page 2

A/P Linked Parcels

12624214003
12624214004
12624214005
12624214006
12624214007
12624214008
12624214009
12624214010
12624214011
12624214012
12624214013
12624214014
12624214015
12624214016
12624214017
12624214018
12624214019
12624214020
12624214021
12624214022
12624214023
12624214024
12624214025
12624214026
12624214027
12624214028
12624214029
12624214030
12624214031
12624214032
12624214033
12624214034
12624214035
12624214036
12624214037
12624214038
12624214039
12624214040
12624214041
12624214042
12624214043
12624214044
12624214045
12624214046
12624214047
12624214048
12624214049
12624214050
12624214051
12624214052
12624214053
12624214055
12624214056
12624214057
12624214058
12624214059
12624214060
12624214061
12624214062

Report Date 02/24/2010 08:11 AM

Submitted By

Page 3

A/P Linked Parcels

12624214063
12624214064
12624214065
12624214066
12624214067
12624214068
12624214069
12624214070
12624214071
12624214072
12624214073
12624214074
12624214075
12624214076
12624214077
12624214078
12624214079
12624214080
12624214081
12624214082
12624214083
12624214084
12624214085
12624214086
12624214087
12624214088
12624214090
12624214091
12624214092
12624214093
12624214094
12624214095
12624214096
12624214097
12624214098
12624214099
12624214100
12624214101
12624214102
12624214103
12624214104
12624214105
12624214106
12624214107
12624214108
12624214109
12624214110
12624214111
12624214112
12624214113
12624214114
12624214115
12624214116
12624214117
12624214118
12624214119
12624214120
12624214121
12624214122

Report Date 02/24/2010 08:11 AM

Submitted By

Page 4

A/P Linked Parcels

12624214123
12624214124
12624214125
12624214126
12624214127
12624214128
12624214129
12624214130
12624214131
12624214132
12624214133
12624214134
12624214135
12624214136
12624214137
12624214138
12624214139
12624214140
12624214141
12624214142
12624214143
12624214144
12624214145
12624214146
12624214147
12624214148
12624214149
12624214150
12624214151
12624214152
12624214153
12624214154
12624214155
12624214156
12624214157
12624214158
12624214159
12624214160
12624214161
12624214162
12624214163
12624214164
12624214165
12624214166
12624214167
12624214168
12624214169
12624214170
12624214171
12624214172
12624214173
12624214174
12624214175
12624214176
12624214177
12624214178
12624214179
12624214180
12624214181

Report Date 02/24/2010 08:11 AM

Submitted By

Page 5

A/P Linked Parcels

12624214182
12624214183
12624214184
12624214185
12624214186
12624214187
12624214188
12624214189
12624214190
12624214191
12624214192

Applicants/Contacts

Primary N Capacity OWNER Contact ID AC1729372 ☐ Foreign
Effective
Name H O F FINANCIAL I L L C
Day Phone Eve Phone Organization % HOUSING CAPITAL CO
Pager PIN # Position % D HATCH
Fax Mobile Profession
E-Mail
Address 3200 BRISTOL ST #800
COSTA MESA, CA 92626-1810
Seasonal Addr

Valid From To
Comments No Comments

Primary Y Capacity APPL Contact ID AC1521462 ☐ Foreign
Effective
Name SLATER HANIFAN GROUP
Day Phone ()284-5300 x Eve Phone Organization
Pager PIN # Position
Fax ()284-5399 Mobile Profession
E-Mail
Address 5740 S. ARVILLE ST #216
LAS VEGAS, NV 89118
Seasonal Addr

Valid From To
Comments Chelsea Pelteir - 284.5399

Contractors

No Contractors

Project # A/P Type Status Stage Relation

No children exist for this project

Planning Condition Description Effective Expire Comments

There is no planning condition for this project.

Report Date 02/24/2010 08:11 AM

Submitted By

Page 6

EXTENSION OF TIME

Y Will this go to the City Council?

Final City Council letter received

Y Will this go DIRECTLY to City Council?

Annotated minutes received

Parent Application Type VAR

Hearing Type

Parent Project # 26236

Public, Non-Public or Admin? NDN-PUBLIC

Staff Recommendation

Meeting Information

<u>Meeting Grid</u> <u>Meeting Date</u> <u>Comments</u> <u>Added By</u>	<u>Meeting Type</u> <u>Add Date</u>	<u>Meeting Status</u> <u>Modified by</u> <u>Modified Date</u>	<u>YES Votes</u>	<u>ND Votes</u>	<u>ABSTENTIONS</u>
04/07/2010	CC	SCHEDULED	0	0	0
FSOLIS	02/18/2010				

Template Type A/P # A/P Type Status Stage

No children exist for this project

<u>Employee</u> <u>Employee ID</u>	<u>Last</u>	<u>First</u>	<u>MI</u>	<u>Comments</u>
984478	SULLIVAN	DEBORAH	J	Planning x6895

<u>Log</u> <u>Action</u> <u>Comments</u>	<u>Description</u>	<u>Entered By</u>	<u>Start</u>	<u>Stop</u>	<u>Hours</u>
PAYMNT	CO NAME WHO PICKED UP CONTACT# HOF Financial I LLC ck 1594 / 714-433-2300 / Chelsea	983657	02/18/2010 13:38		0.00

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (VAR - 240236)
 Project Address (Location): Dorrell Rd. / Pull Rd.
 Project Name: Cliffs Edge POD 301 Proposed Use _____
 Assessor's Parcel #(s): 126-24-214-001 thru 192 Ward # _____
 General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER HOF Financial I, LLC Contact _____
 Address 3200 Bristol St. #800 Phone: 714-433-2300 Fax: _____
 City Costa Mesa State CA Zip 92626
 E-mail Address _____

APPLICANT HOF Financial I, LLC Contact _____
 Address 3200 Bristol St. #800 Phone: 714-433-2300 Fax: _____
 City Costa Mesa State CA Zip 92626
 E-mail Address _____

REPRESENTATIVE Slater Hanigan Group Contact Chelsea Peltier
 Address 5740 S Arville St. #216 Phone: 234-5300 Fax: 234-5399
 City LV State NV Zip 89113
 E-mail Address cpeltier@shg-inc.com

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

Print Name Karen Goodbody

Subscribed and sworn before me

This _____ day of _____, 20 _____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	<u>EOT- 37450</u>
Meeting Date:	<u>4/22/10</u>
Total Fee:	<u>\$ 300.00</u>
Date Received:*	<u>4/1/10</u>
Received By:	<u>[Signature]</u>

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

See attached

STATE OF CALIFORNIA

COUNTY OF ORANGE

On March 31, 2010, before me, **D. Stocker, a Notary Public**, personally appeared **K. Goodbody**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

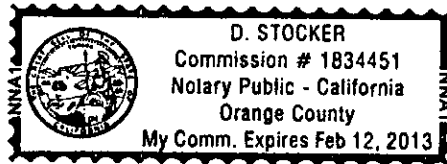
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Stocker

[SEAL]





PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of time (VAR-26236)
Project Address (Location): Marrell Rd. / Puli Rd.
Project Name: Cliff's Edge POD 301 Proposed Use: _____
Assessor's Parcel #(s): 126-24-214-001 - 126-24-214-192 Ward #: _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage: _____ Floor Area Ratio: _____
Gross Acres: _____ Lots/Units: _____ Density: _____
Additional Information: _____

PROPERTY OWNER HOF Financial I LLC Contact: _____
Address: 3200 Bristol Street #800 Phone: (714) 433-2200 Fax: _____
City: Costa Mesa State: CA Zip: 92626
E-mail Address: _____

APPLICANT Slater Hanifan Group Contact: Chelsea Peltier
Address: 5140 S. Arville St. #216 Phone: 284-5300 Fax: 284-5399
City: Las Vegas State: NV Zip: 89118
E-mail Address: cpeltier@shg-inc.com

REPRESENTATIVE Slater Hanifan Group Contact: Chelsea Peltier
Address: 5140 S. Arville St. #216 Phone: 284-5300 Fax: 284-5399
City: Las Vegas State: NV Zip: 89118
E-mail Address: cpeltier@shg-inc.com

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 Russ WAKHAM

HOF Financial I, LLC 217110

Subscribed and sworn before me

This _____ day of _____, 20____.

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-37450</u>
Meeting Date:	<u>4-7-10</u>
Total Fee:	<u>300.00</u>
Date Received:	<u>2-18-10</u>
Received By:	<u>F.S.</u>

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

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

Please see attached
Sheet

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On February 17, 2010 before me, Shellymarie C. Lucas
Here Insert Name and Title of the Officer

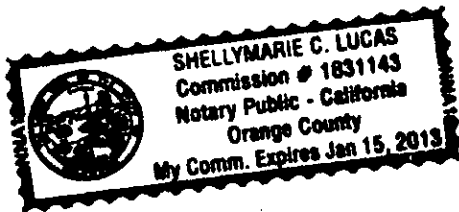
personally appeared Russ Wakeham
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shellymarie C. Lucas
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Petition Form

Document Date: February 17, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Russ Wakeham

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



HOM1001.000

February 18, 2010

City of Las Vegas
Planning Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: Cliff's Edge POD 301

To whom it concerns,

Slater Hanifan Group, on behalf of our client, Housing Capital Company, respectfully submits this justification letter with an application to extend VAR-26236 and VAR-26237.

The project site is located at Dorrell Road and Puli Road.

The subject development is contained within the following Assessor's Parcel Numbers: 126-24-214-001 thru 198.

Due to the current economic conditions, we are requesting to extend both Variances for a period of two years to continue development of the site.

Please contact me at (702) 284-5300 if you have any questions regarding this application.

Sincerely,

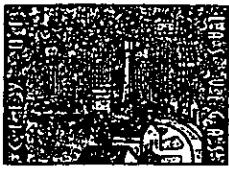
Slater Hanifan Group, Inc.

A handwritten signature in cursive script, appearing to read 'Chelsea Peltier'.

Chelsea Peltier
Project Coordinator

EOT-37450
04/22/10 PC

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S Fourth Street
Las Vegas, NV 89101

Voice 702-229-6301

Fax 702-474-0352

TTY 702-386-9108

www.lasvegasnevada.gov

February 15, 2008

Mr. Rick Barron
Astoria CE 307, I.L.C.
10655 Park Run Drive, Suite 200
Las Vegas, Nevada 89144

RE: VAR-26236 - VARIANCE

Dear Mr. Barron:

Your Request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE A SEVEN-FOOT SETBACK IS REQUIRED on 20.50 acres generally located at the southwest corner of Shaumber Road and Dorrell Lane (APN 126-24-210-001), PD (Planned Development) Zone [RSL (Residential Small Lot) Cliff's Edge Special Land Use Designation], Ward 6 (Ross), was considered by the Planning Commission on February 14, 2008.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning and Development

1. Conformance to the conditions for Rezoning (ZON-2184), Major Modification (MOD-9174) and Tentative Map (TMP-13107) if approved.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. This Variance shall apply to interior lots only.

This action by the Planning Commission on **February 14, 2008** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on **February 15, 2008**.

Sincerely,

Flinn Fagg, AICP
Planning Manager

FF:dm

cc: Mr. Rick Barron
The Astoria Corporation
10655 Park Run Drive, Suite 200
Las Vegas, Nevada 89144

Mayor
Oscar B Goodman

City Council
Gary Reese
Mayor Pro Tem
Larry Brown
Steve Wolfson
Los Torkonian
Steven D Ross
Rick Y Borlow

City Manager
Douglas A Selby



07101-001-06-07

EOT-37450
04/22/10 PC



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37450** APN: 126-24-214-001 thru 192
Name of Property Owner: HOF Financial I, LLC
Name of Applicant: HOF Financial I, LLC
Name of Representative: _____

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

_____ Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: K. Goodbody

Print Name: Karen Goodbody

Subscribed and sworn before me

This _____ day of _____, 20__

Notary Public in and for said County and State

See attached

STATE OF CALIFORNIA

COUNTY OF ORANGE

On March 31, 2010, before me, **D. Stocker, a Notary Public**, personally appeared **K. Goodbody**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

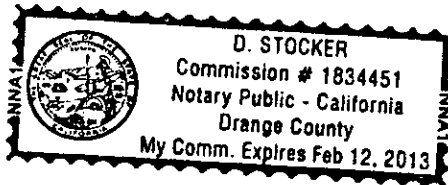
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Stocker

[SEAL]





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37450** APN: 126-24-214-001 thru 192
Name of Property Owner: HOF Financial I, LLC
Name of Applicant: Slater Hanifan Group
Name of Representative: Slater Hanifan Group

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: [Signature]

Print Name: Russ Wakeham
HOF Financial I, LLC 2/17/2010

Subscribed and sworn before me

This _____ day of _____, 20____

Notary Public in and for said County and State

Please see attached

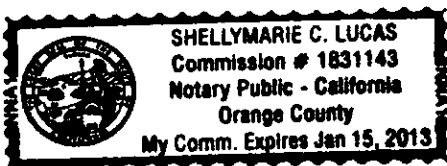
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On February 17, 2010 before me, Shellymarie C. Lucas,
Date Here Insert Name and Title of the Officer

personally appeared Russ Wakeham
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statement of Financial Sheet

Document Date: 2/17/10 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Russ Wakeham

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**SECOND AMENDED AND RESTATED
GENERAL PARTNERSHIP AGREEMENT
OF
HOUSING CAPITAL COMPANY**

THIS SECOND AMENDED AND RESTATED GENERAL PARTNERSHIP AGREEMENT is made and entered into as of this 31st day of December 2007, by and between U.S. Bancorp Construction Funding, Inc., a Minnesota corporation ("UCF"), and DFP Financial, Inc., a California corporation ("DFP") (hereinafter UCF and DFP are referred to collectively as the "Partners" and individually as a "Partner");

WITNESSETH THAT:

WHEREAS, the Partners are parties to the Amended and Restated Partnership Agreement of Housing Capital Company dated as of January 29, 1999, as amended by the First Amendment thereto dated June 24, 2002 and by the Second Amendment thereto dated March 21, 2007 (as so amended, the "Existing Partnership Agreement");

WHEREAS, the Partners desire to amend and restate the Existing Partnership Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Partners agree as follows:

**Article 1.
Definitions**

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified (and such meanings shall be equally applicable to both the singular and plural form of the terms defined, as the context may require). Certain other capitalized terms used herein are defined elsewhere in the Agreement.

"Act" means the Minnesota Uniform Partnership Act, as amended from time to time.

"Affiliate" or "Affiliated Person" means, when used with reference to a specified Person, (a) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (b) any Person that is an officer, partner or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (c) any Person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person has a substantial beneficial interest and (d) any relative or spouse of the specified Person.

signed by such member. A member, by his attendance at any meeting of the Management Committee, shall be deemed to have waived notice of such meeting, except where the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

8.8 Quorum. Subject to the provisions of Section 8.9, all of the members of the Management Committee shall constitute a quorum for the transaction of business at such meeting.

8.9 Absent Members. A member may give advance written consent or opposition to a proposal to be acted on at a meeting of the Management Committee. If such member is not present at the meeting, consent or opposition to a proposal shall constitute presence for purposes of determining the existence of a quorum but only with respect to matters which are the subject of such advance written consent or opposition, and such consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the member has consented or objected.

8.10 Written Action. Any action which might be taken at a meeting of the Management Committee may be taken without a meeting if done in writing and signed by all of the members of the Management Committee.

8.11 Appointment of the Managing Partner. The Management Committee shall appoint a Managing Partner to manage the day-to-day affairs of the Partnership and to carry out and execute the decisions of the Management Committee in accordance with the purposes set forth in Article 4 of this Agreement. DFP shall be, and hereby is appointed as the initial Managing Partner until removed or replaced pursuant to this Agreement. The Management Committee may also appoint and the Partnership may employ such other Persons as may be necessary to assist the Managing Partner. The Management Committee may remove the Managing Partner for "cause" or in the event of a Change in Control of the Managing Partner. For purposes of this Section 8.11, "cause" shall mean (a) the willful and material failure by the Managing Partner to carry out and execute the decisions of the Management Committee with respect to the management of the Partnership, (b) the willful violation of any material term of this Agreement by the Managing Partner, (c) the willful and material failure of the Managing Partner to exercise reasonable prudence and diligence in the management of the affairs of the Partnership, (d) actions on the part of the Managing Partner that materially adversely affect the business reputation and image of the Partnership or the other Partner and (e) the willful failure of the Managing Partner to materially comply with the terms and conditions of the Loan Documents or the servicing requirements set forth in Exhibit C in any material respect.

8.12 Authority, Duties of the Managing Partner. The Managing Partner shall have the right, power, authority and duty, except as herein otherwise expressly provided, to conduct and manage the day-to-day operations and the business of the Partnership. The Managing Partner shall seek the advice of the Management Committee regarding material Partnership actions and decisions. The Managing Partner shall also keep the Management Committee apprised, involved and informed on a current basis as to all material matters with respect to the Partnership and the Partnership business, will meet and consult with the Management Committee as the Management

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth on page 1.

PARTNERS

DFP FINANCIAL, INC.

By David M. Peterson
Its Chairman

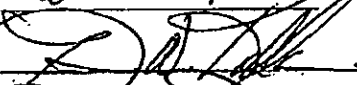
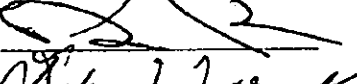
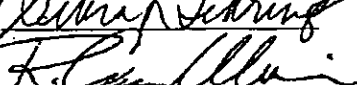
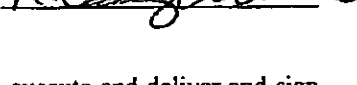
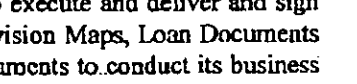
**U.S. BANCORP CONSTRUCTION
FUNDING, INC.**

By Walter R. Rader
Its President

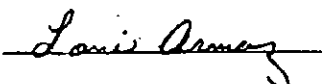
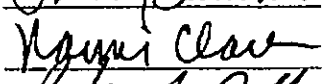
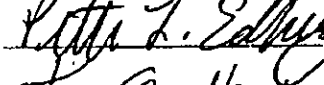
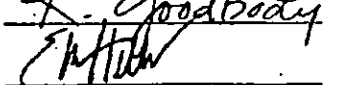
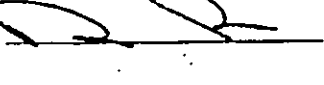
**HOUSING CAPITAL COMPANY
DFP FINANCIAL, INC.
Incumbency Certificate**

The undersigned, David M. Petrone and Fredrick W. Petri, hereby certify that they are the duly elected, qualified and acting Chairman and President respectively of DFP Financial, Inc., a California corporation (the "Company") and do further certify as follows:

- (1) The Company is the duly appointed and acting Managing Partner of Housing Capital Company, a Minnesota general partnership (the "Partnership"), pursuant to the terms of Section 8.11 of that certain Partnership Agreement of Housing Capital Company dated July 28, 1994, and further amended and restated by that certain Amended and Restated General Partnership Agreement of Housing Capital Company dated January 29, 1999 as amended by the First Amendment to Amended and Restated General Partnership Agreement dated as of June 24, 2002, and by the Second Amendment to Amended and Restated Partnership Agreement dated as of March 21, 2007, and was further amended and restated by that certain Second Amended and Restated General Partnership Agreement of Housing Capital Company dated December 31, 2007 ("Partnership Agreement") as may be amended from time to time.
- (2) Each of the following persons has been duly authorized to execute and deliver and sign Confirmations, Instructions, Certificates and Loan Documents regarding the Working Capital and Construction Funding Loans and the End Loans, as defined in the Amended and Restated Credit Agreement dated January 29, 1999, and further amended and restated by that certain Second Amended and Restated Credit Agreement dated December 31, 2007 as amended by the First Amendment to Second Amended and Restated Credit Agreement and Other Loan Documents dated March 18, 2009 ("Credit Agreement") as may be amended from time to time, and to execute all necessary documents to conduct its business affairs with individuals, agents, corporations, legal entities, or government agencies and to sign and issue directions as to collateral advances and/or releases under the Credit Agreement, and the Amended and Restated Pledge and Security Agreement dated January 29, 1999, as amended from time to time, and further amended and restated by that certain Second Amended and Restated Pledge and Security Agreement dated December 31, 2007 ("Pledge Agreement") as may be amended from time to time each executed by and between the Partnership and US Bank National Association, a national banking association (the "Bank") as may be amended from time to time.

<u>Name:</u>	<u>Title:</u>	<u>Signature:</u>
Loni Armaz	Vice President	
Norma J. Avery	Senior Vice President	
Denise Hatch	Vice President	
Norman W. Kallan	Sr. Vice President	
Dave Prowse	Vice President	
Debra Tearington	Vice President	
Roger Craig Wise	Vice President	

- (3) Each of the following persons has been duly authorized to execute and deliver and sign Instructions, Certificates, Standby Letters of Credit, Subdivision Maps, Loan Documents regarding the End Loans, and to execute all necessary documents to conduct its business affairs with individuals, agents, corporations, legal entities, or government agencies, and to sign and issue directions as to collateral advances and/or releases under the Credit Agreement and Pledge Agreement as may be amended from time to time.

<u>Name:</u>	<u>Title:</u>	<u>Signature:</u>
Loni Armaz	Vice President	
Norma J. Avery	Senior Vice President	
Linda Barretta	Vice President	
Naomi Clark	Vice President	
Peter Edberg	Vice President	
Karen Goodbody	Vice President	
Elke Heller	Vice President	
Kris Lamson	Vice President	
David Prowse	Vice President	

Jason Subia	Vice President
Carl Swanson	Vice President
Mary Swanson	Assistant Vice President
Russ Wakeham	Vice President
Tom Walker	Senior Vice President
William Wells	Senior Vice President

Jason Subia
Carl Swanson
Mary Swanson
Russ Wakeham
Tom Walker
William Wells

- (4) BE IT FURTHER RESOLVED THAT, each of the following have been given the authority by the Company to sign disbursement authorizations, related payoffs and demands for payment pertaining to End Loans on behalf of Housing Capital Company and the following persons have been given authorization to telephone instructions to Bank using title designated below:

Juan Del Toro	Disbursement Officer
Rhonda Harold	Disbursement Administrator
Dawn McNeil	Assist. Loan Administrator

Juan Del Toro
Rhonda Harold
Dawn McNeil

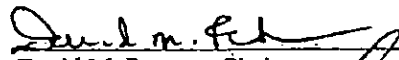
- (5) BE IT FURTHER RESOVLED THAT, each of the following persons has been given the authority by the Company to authorize processing of payments on the End Loans on behalf of Housing Capital Company:

Patricia Bowen	Accounting Officer
Shannon Van Atta	Accounting Officer

Patricia Bowen
Shannon Van Atta

- (6) The Bank may conclusively rely on this Incumbency Certificate until the Bank shall have received a further certification of the Managing Partner canceling or amending this Incumbency Certificate and submitting the names, incumbency and signatures of the persons named in such further certificate.
- (7) This Incumbency Certificate replaces and supersedes all previous Incumbency Certificates issued to the Bank on behalf of the Company.

IN WITNESS WHEREOF, we have hereunto set our hand on the 29th day of May, 2009.


David M. Petrone, Chairman


Fredrick W. Petri, President

The undersigned, Loni Armaz being the duly elected, qualified and acting Secretary of the Company does hereby certify that David M. Petrone is the elected, qualified and acting Chairman of the Company, Fredrick W. Petri is the duly elected, qualified and acting President of the Company and that the signatures of David M. Petrone and Fredrick W. Petri appearing above are their genuine signatures.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of May, 2009.

Loni Armaz
Loni Armaz, Secretary of DFP Financial, Inc.

Inst #: 200912220001615

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$19584.00 Ex: #

12/22/2009 09:46:38 AM

Receipt #: 169736

Requestor:

STEWART LAS VEGAS SUNSET

Recorded By: JFK Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 126-24-214-001 through 198, inclusive

Recorded at the Request of:
Stewart Title of Nevada- Las Vegas Division
376 E. Warm Springs Road #190
Las Vegas, Nevada 89119

When recorded Mail this document
and Tax Statements to:

HOF Financial I LLC
c/o Housing Capital Company
3200 Bristol Street, Suite 800
Costa Mesa, CA 92626
Attn: Denise Hatch

ORDER NO. 1021825-B-FCL

TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made this 14th day of December, 2009 by STEWART TITLE OF NEVADA HOLDINGS, INC, a Nevada Corporation, dba Stewart Title of Nevada-Las Vegas Division as duly-appointed Trustee as hereinafter stated, and hereinafter referred to as trustee ("Trustee") In favor of HOF Financial I, LLC, a Delaware limited liability company, herein referred to as grantee ("Grantee").

WITNESSETH:

WHEREAS, Astoria CE 307, LLC, a Nevada limited liability company ("Trustor") by Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 25, 2007 and recorded in the Official Records of Clark County, Nevada (the "Official Records") on August 13, 2007, in Book No. 20070813, as Document No. 000691 and modified by that certain Modification of Deed of Trust dated as of May 15, 2008 and recorded in the Official Records on May 23, 2008 in Book No. 20080523, as Document No. 0004248 (as modified and amended, the "Deed of Trust"), did grant and convey to the original trustee, upon the trusts therein expressed, the real property, personal property and fixtures hereinafter described, among other uses and purposes to secure, among other obligations, the payment of: (i) a Promissory Note Secured by Deed of Trust, dated as of March 10, 2005, payable by Trustor to Housing Capital Company, a Minnesota partnership in the original principal amount of \$8,300,000.00; (ii) a Promissory Note Secured by Deed of Trust, dated as of August 13, 2007, payable by Trustor to Housing Capital Company, a Minnesota partnership in the original principal amount of \$16,015,000.00; and (iii) a Promissory Note Secured by Deed of Trust, dated as of May 15, 2008, payable by THOMAS H. MCCORMICK, IV and CRISTEN J. MCCORMICK, as Trustees of the T & C MCCORMICK FAMILY TRUST dated January 22, 2003 to Housing Capital Company, a Minnesota partnership in the original principal amount of \$4,650,000.00 (collectively, the "Notes"), each with interest and fees as therein provided, according to the terms thereof, and other sums

of money advanced, with interest thereon and other obligations, to which reference is hereby made; and

WHEREAS, the beneficial interest in the Deed of Trust was assigned by Housing Capital Company, a Minnesota partnership ("Original Lender") to Grantee pursuant to that certain Assignment of Deed of Trust, dated as of December 7, 2009 and recorded in the Official Records on December 8, 2009 in Book No. 20091208, as Document No. 0003031; and

WHEREAS, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Default and Election to Sell Under Deed of Trust hereinafter referred to, to which reference is hereby made; and

WHEREAS, on August 17, 2009, Original Lender, predecessor-in-interest to Grantee, as beneficiary and holder of the Notes did execute and deliver to Trustee, a Notice of such breach and default and election to cause the Trustee to sell said property to satisfy the obligations secured by said Deed of Trust, which Notice was recorded August 19, 2009 in Book 20090819, as Document No. 0003499 in the Official Records; and

WHEREAS, the Trustee in consequence of said election, declaration of default and demand for sale, and in compliance with said Deed of Trust and with the statutes for such cases made and provided, made and published once a week for three consecutive weeks before the date of sale therein fixed, in Clark County, Nevada in which the premises to be sold is situated, a Notice of Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would, under the provisions of said Deed of Trust, sell the property therein, and herein described at public auction to the highest bidder for cash, lawful money of the United States of America, on December 14, 2009 at the hour of 10:00 a.m., at the front entrance of the office of the Nevada Legal News, 930 So. Fourth Street, Las Vegas, Nevada 89101.

WHEREAS, three true and correct copies of said Notice were posted in three public places in the County of Clark, State of Nevada, where said sale was noticed to take place and where the property is to be sold and three like notices were posted within the City or Township wherein the property to be sold is located for not less than twenty days before the date of said therein fixed; and

WHEREAS, copies of said notice were mailed by certified mail to the Trustor and/or successors in interest and other parties in accordance with the terms of the Deed of Trust and the applicable statutory provisions of the State of Nevada; and

WHEREAS, compliance having been made with all the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all statutes and with the Soldier's and Sailors Relief Act of 1940, said Trustee, at the time and place aforesaid, did then and there at public auction sell the property hereinafter described to the Grantee for the sum of \$3,840,000.00 said Grantee being the highest bidder therefor.

NOW THEREFORE, Trustee in consideration of the premises recited and the sum above mentioned bid and paid by the Grantee, receipt of which is hereby acknowledged, and by virtue of these premises, does hereby grant and convey, but without covenant or warranty, express or implied as to title or possession, unto Grantee, all that certain real property situate in the County of Clark, State of Nevada, described as follows:

Parcel A:

Lot 301 in Block 9 of CLIFFS EDGE PARENT (a common interest community) as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.

(Now known as: All that land lying with the exterior boundaries of Final Map of Astoria Homes at Cliff's Edge POD 301, (a common interest community) as shown by map thereof on file in Book 139 of Plats, Page 70, in the office of the County Recorder of Clark County, Nevada.

Excepting therefrom Common Element Lot "Y" of Cliff's Edge Parent, as shown by map thereof on file in Book 118 of Plats, Page 88, in the office of the County Recorder of Clark County, Nevada.)

Parcel B:

Non-exclusive easements for vehicular and pedestrian traffic, as provided for and subject to the terms and conditions as set forth in that certain "Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cliffs Edge (a Nevada Master Planned Community)", recorded October 15, 2003 in Book 20031015 as Document No. 02964, as Amended and Restated by that instrument recorded June 22, 2004 in Book 20040622 as Document No. 03301, of Official Records.

TOGETHER WITH, the improvements, fixtures and personal property located thereon or otherwise described in the Deed of Trust and all and singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

TOGETHER WITH, all appurtenances in which Trustor has any interest, including any water rights benefiting said realty.

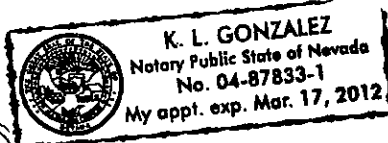
[Signature and notary page follows.]

IN WITNESS WHEREOF, the said Stewart Title of Nevada Holdings, Inc , a Nevada Corporation dba Stewart Title of Nevada-Las Vegas Division, as Trustee, has this day caused its corporation name to be hereunto affixed by its Vice President thereunto duly authorized by resolution of it's board of directors.

STEWART TITLE OF NEVADA HOLDINGS, INC dba Stewart Title of Nevada- Las Vegas Division,
As Trustee

BY: 
MARY ROGERS HUNT
Authorized Agent

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This instrument was acknowledged before me, a notary public on December 14, 2009 by Mary Rogers Hunt, as Authorized Agent of Stewart Title of Nevada Holdings, Inc


NOTARY PUBLIC

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 124-26-410-002
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

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

3. a. Total Value/Sales/Price of Property \$ 3,840,000.00
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$ 3,840,000.00
d. Real Property Transfer Tax Due \$ 19,584.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

Signature: _____ Capacity: Grantor
Signature: _____ Capacity: Grantee

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

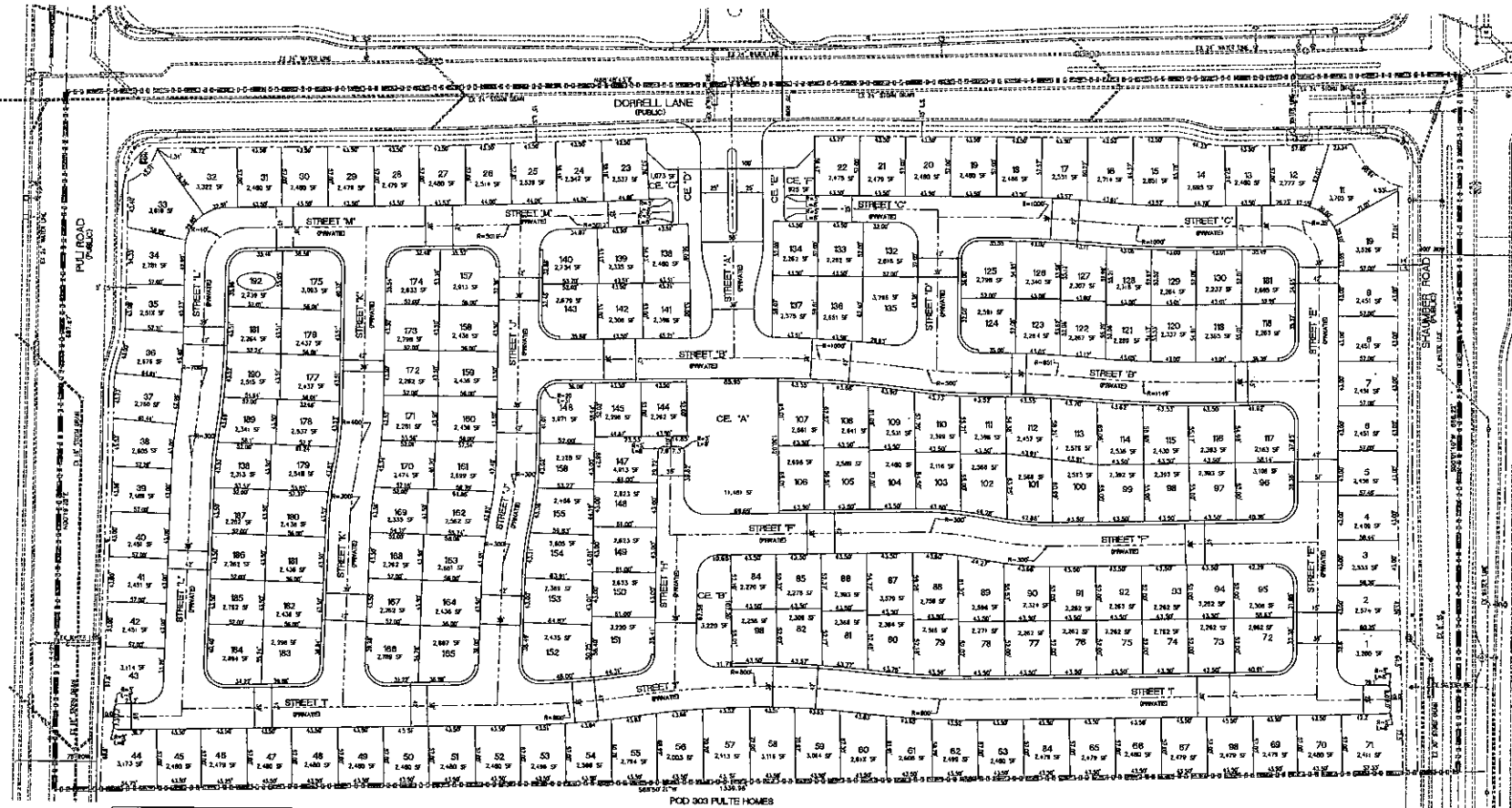
Print Name: Stewart Title of Nevada Holdings
Address: 376 E. Warm Springs Road #190
City: Las Vegas
State: Nevada Zip: 89119

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

Print Name: HOF Financial I. LLC
Address: 3200 Bristol Street, Suite 800
City: Costa Mesa
State: CA Zip: 92626

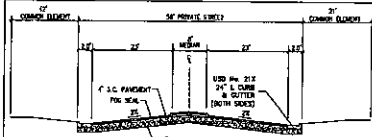
COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Stewart Title of Nevada Holdings Escrow #: 1021825-B-FCL
Address: 376 E. Warm Springs Road #190
City: Las Vegas State: NV Zip: 89119

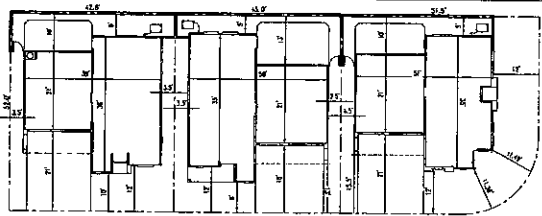
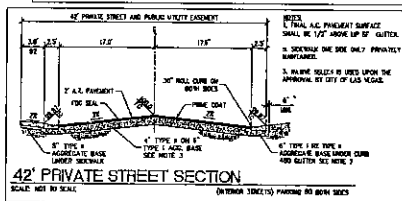


RECEIVED

FEB 18 2010



PRIMARY ENTRANCE ROAD



ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS

180 UNITS @ 300 GPD/UNIT = 54,000 GPD
TOTAL AVERAGE CONTRIBUTION = 54,000 GPD @ 0.04 MG/D
TOTAL PEAK FLOW = 0.04 MG/D @ 2.33 (PEAK FACTOR) = 0.10 MG/D

AREA TABULATION

EXISTING ZONING	= PLANNED DEVELOPMENT DISTRICT
GROSS ACREAGE	= 10.36 AC.
NET ACREAGE	= 17.80 AC.
HAZARDOUS SITE	= 1.12
OPEN SPACE REQUIRED	= 14.80 AC.
OPEN SPACE PROVIDED	= 14.78 AC.

SETBACKS

FRONT (30' MIN. OR 10' MAX.)	= 10'
REAR (30' MIN. OR 10' MAX.)	= 10'
SIDE (10' MIN. OR 10' MAX.)	= 10'
FRONT (30' MIN. OR 10' MAX.)	= 10'
REAR (30' MIN. OR 10' MAX.)	= 10'
SIDE (10' MIN. OR 10' MAX.)	= 10'
FRONT (30' MIN. OR 10' MAX.)	= 10'
REAR (30' MIN. OR 10' MAX.)	= 10'
SIDE (10' MIN. OR 10' MAX.)	= 10'

PARKING ANALYSIS

EST. # OF VEHICLES	= 115
REQUIRED PARKING	= 115
PROVIDED PARKING	= 115

LEGEND

115	LOT NUMBER
---	BOUNDARY OF TRAILING MAP
---	EXISTING LANE
---	PROPOSED LANE
---	EXISTING DRIVE
---	PROPOSED DRIVE
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING CURB
---	PROPOSED CURB
---	EXISTING DRIVE
---	PROPOSED DRIVE

EOT-37450
04/22/10 PC

C.E. "D"