

RIVI SALON & BOUTIQUE
9410 W. SAHARA AVE. #140
702-483-5050 702-483-5053

Building B: 1

Building R1		Unit #	Area
First Floor			
Room #33	The Office	2nd 8' x 12'	3,360 sq ft
Room #32	Wardrobe	2nd 8' x 12'	3,360 sq ft
Room #31	General Arms Lvs	2nd 8' x 12'	3,360 sq ft
Room #30	A Hall	2nd 8' x 12'	3,360 sq ft
Room #29	First Floor	2nd 8' x 12'	3,360 sq ft
Room #28	Study 2 Wings	2nd 8' x 12'	3,360 sq ft
Room #27	Living Room	2nd 8' x 12'	3,360 sq ft
Garage			
Concrete Floor		Concrete 1st Floor	12,000 sq ft
Room #26	Country 21	1st 12' x 12'	1,440 sq ft
Room #25	Country 20	1st 12' x 12'	1,440 sq ft
Room #24	Country 19	1st 12' x 12'	1,440 sq ft
Garage			
Concrete Floor		Concrete 1st Floor	12,000 sq ft
Total Area Building R1			
Concrete Area			24,000 sq ft
Concrete Area			24,000 sq ft
Total 2nd Floor Area			24,000 sq ft

Code	Item	Unit	Price
110	Wash Container	20 x 20	1.000
111	Wash Container	20 x 20	1.000
112	Wash Container	20 x 20	1.000
113	Wash Container	20 x 20	1.000
114	Wash Container	20 x 20	1.000
115	Wash Container	20 x 20	1.000
116	Wash Container	20 x 20	1.000
117	Wash Container	20 x 20	1.000
118	Wash Container	20 x 20	1.000
119	Wash Container	20 x 20	1.000
120	Wash Container	20 x 20	1.000

Building R3				Total Building R3 Area 17,908-sf
Floor - 1st	S&W Up Str.	62 ± 20' ±	1,000 ±	
Floor - 1st	Swiss Range Gallery	60 ± 20' ±	1,000 ±	
Floor - 1st	All-Range Shop	50 ± 77'	1,000 ±	
Floor - 1st	(Cold Storage)	10 ± 7'	1,000 ±	
Floor - 1st	Down	22 ± 83' ±	1,000 ±	
Floor - 1st	Up	20 ± 40' ±	1,000 ±	
Floor - 1st	Second Floor Plaza	47 ± 20'	1,000 ±	
Total Area			1,000 ±	

[illegible]

Dr. Loomis	1,409 45
Dr. Vase	2,497 45
How and Vase	1,409 45
	1,409 45
	91 50
	<u>13,724 45</u>
	2,973 45
	<u>16,698 45</u>

29,000 of
6,762 of
12,000 of

Slide 25

Slide - 100	Wing Meters	22 x 29 = <u>4,18 sq'</u>
Intercom		1 corner + Area 4,5' x 2' of
		<u>9 sq'</u>
		Total Area 4,2' x 2' of

Category	Value	Percentage
Male - A	29	1.86%
Male - B	20	1.25%
Male - C	17	1.06%
Male - D	17	1.06%
Male - E	14	0.87%
Male - F	14	0.87%
Male - G	17	1.06%
Female - A	29	1.86%
Female - B	20	1.25%
Female - C	17	1.06%
Female - D	17	1.06%
Female - E	14	0.87%
Female - F	14	0.87%
Female - G	17	1.06%
Total	290	18.12%

101 Cash	1,000.00	
102 Accounts Receivable	1,000.00	
103 Inventory	1,000.00	
104 Prepaid Insurance	1,000.00	
105 Equipment	1,000.00	
106 Accumulated Depreciation		1,000.00
201 Accounts Payable		1,000.00
202 Long-Term Debt		1,000.00
203 Equity		1,000.00
204 Retained Earnings		1,000.00
205 Dividends	1,000.00	
206 Expenses	1,000.00	
207 Revenue		1,000.00
208 Other Income		1,000.00
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594 Other		

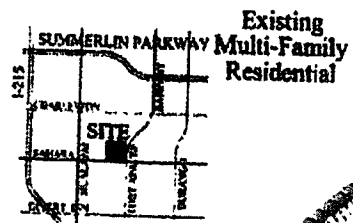
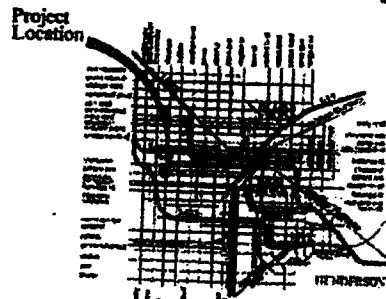
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	Contract	Year	Value	Value
Parent - A	Bluebonnet	1987-1991	\$1.87 million	\$1.87 million
Parent - B	EMV	1987-1991	\$1.07 million	\$1.07 million
Parent - C	Chadwick	1987-1991	\$1.07 million	\$1.07 million
Parent - D	EMV	1987-1991	\$1.07 million	\$1.07 million
Parent - E	University Medical Center	1987-1991	\$1.07 million	\$1.07 million
Parent - F	WMA group	1987-1991	\$1.07 million	\$1.07 million
Parent - G	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - H	EMV	1987-1991	\$1.07 million	\$1.07 million
Parent - I	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - J	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - K	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - L	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - M	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - N	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - O	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - P	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - Q	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - R	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - S	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - T	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - U	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million
Parent - V	Bluebonnet	1987-1991	\$1.07 million	\$1.07 million

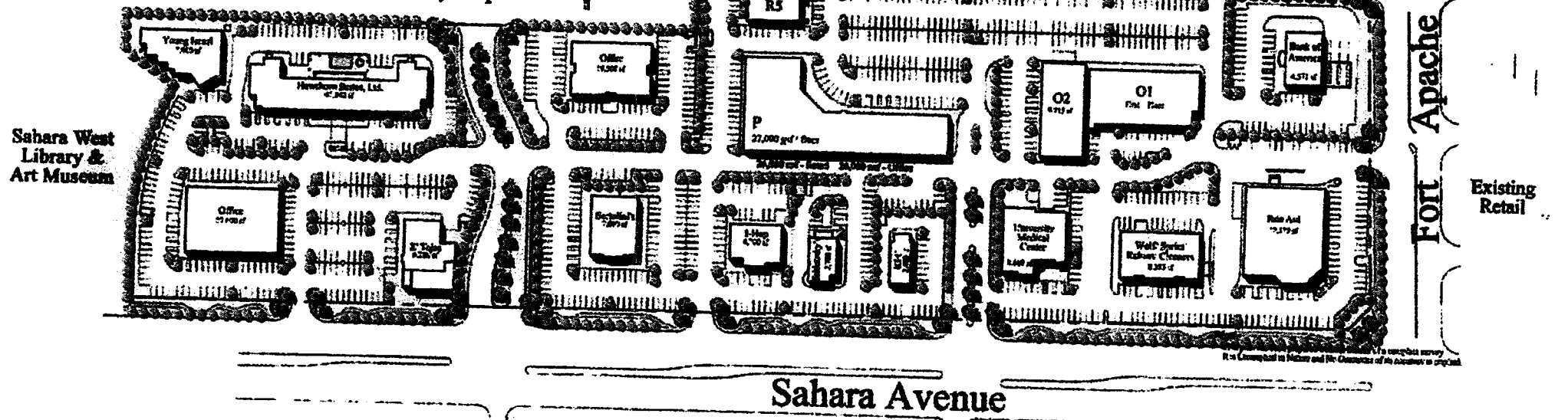
Therese DeLong	246.53 of
Frank Sullivan At the R5	73.30 of
Frank Charles Sullivan	15.00 of
	<u>109.27 of</u>

Building 01	
State - 130	1,326 sf
State - 70	1,326 sf
State - 132	1,326 sf
State - 904	1,326 sf
State - 148	1,326 sf
State - PPA	1,326 sf
State - PPA	1,326 sf
Cake - 147	1,326 sf
	1,326 sf
Concrete - 1st Fy	14,000 sf
	1,000 sf
	15,000 sf
State - 240	1,134 sf
State - 240	5,972 sf
	12,000 sf
Concrete - 2nd Fy	12,000 sf
	1,000 sf
	13,000 sf
	13,000 sf

Young forest
1994

**Location Map** 

Vicinity Map



Village Square at Peccole Ranch

Triple Five Nevada Development Corporation

NWC Sahara Avenue and Fort Apache Road, Las Vegas, Nevada

Master Site Plan

Date: April 28, 200
Project Number: 9601

Scale: 1" = 80'

Perleman

7200 CORPORATE CIRCLE SUITE 200
DENVER, NEW YORK 10019
718 980 9000 718 932 3822 fax

RECEIVED
APR 27 2010

VAR-38096
05/27/10 PC

VAR-38096 (SITE PLAN) STAMPED 4-27-10

1900-1901 Year Book of the

Parcel/Building Legend

Sahara West Library & Art Museum

Main Entrance

Reading Room

Study Room

Lobby

Reception Area

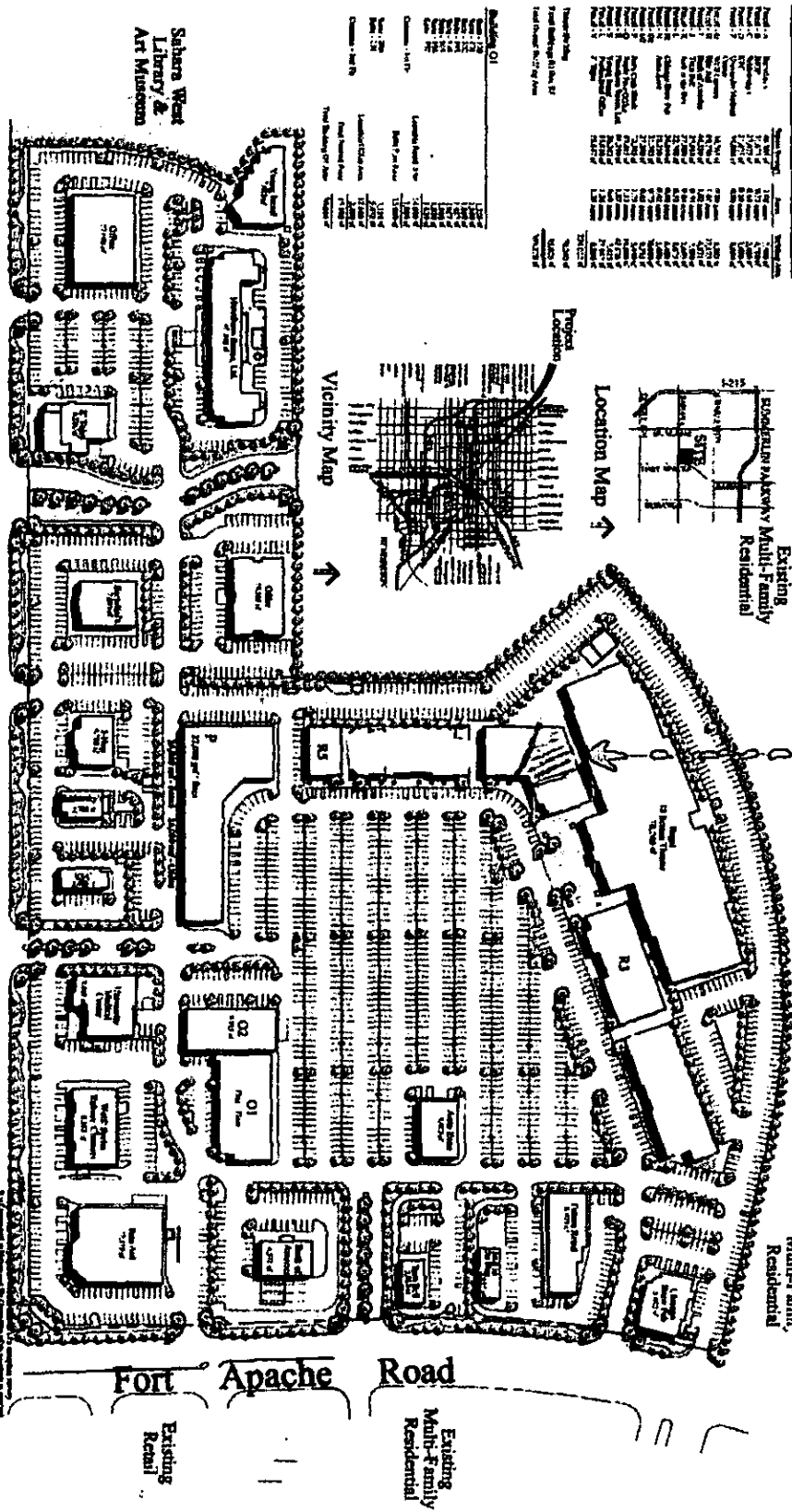
Library

Art Museum

Garden

Parking Lot

Road



Village Square at Peccole Ranch^{Residential}

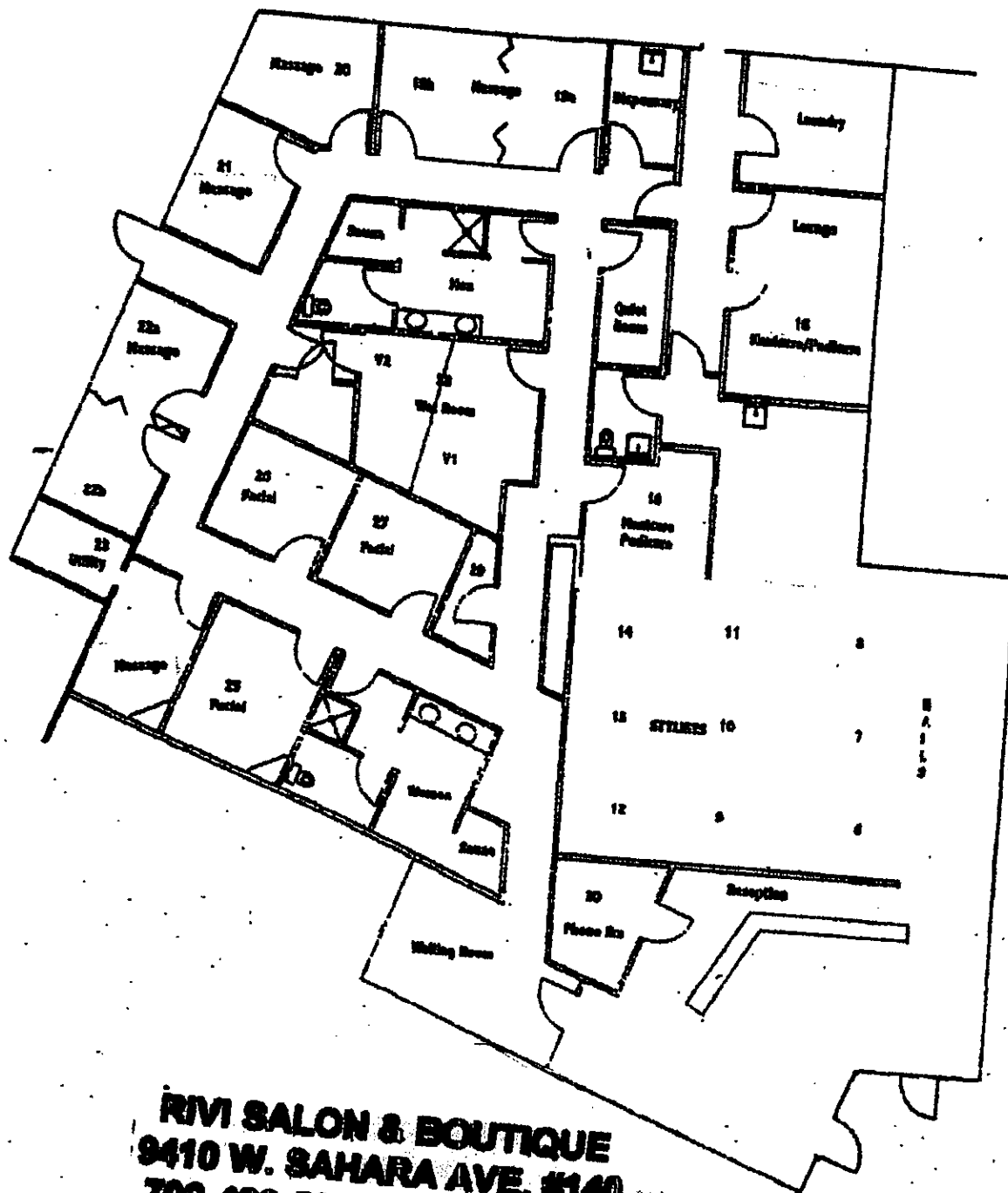
NWC Sahara Avenue and Fort Apache Road, Las Vegas, Nevada

Master Site Plan

VAR-38096

APR 27 2010

Continuum



RIVI SALON & BOUTIQUE
9410 W. SAHARA AVE. #140
702-483-5080 702-483-5083

RECEIVED
 APR 27 2010

VAR-38096

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained
from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds,
but only contains the information required for assessment. See the
recorded documents for more detailed legal information.

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

0 50 100 200 400 600 800

NOTES

MAP LEGEND

AVERAGE
OR VALUE
26

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

PARCEL BOUNDARY 001
SUBD BOUNDARY 1.00
ROAD EASEMENT 202
PM/LO BOUNDARY 25-15
NON-PARCEL LOT LINE 5
MATCH LINE / LEADER LINE 5
ROAD ID NUMBER 015

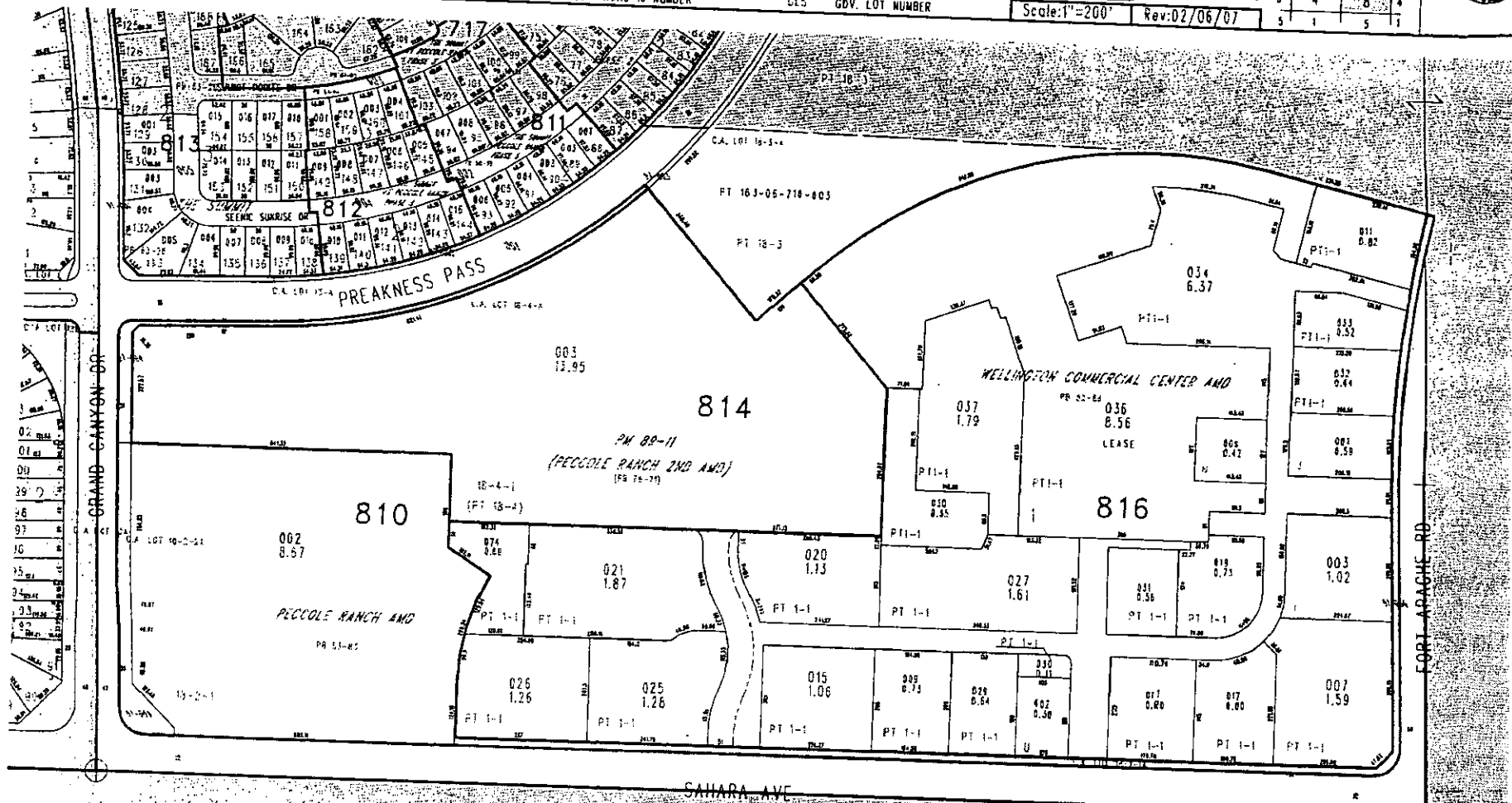
PARCEL NUMBER
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PLAT RECORDING NUMBER
BLDCK NUMBER
LOT NUMBER
GDV. LOT NUMBER

T215 R60E
06
S 2 SE 4
163-06-8

R50E	R60E	R61E
127	138	139
164	163	162
175	176	177

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19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

Scale: 1"=200' Rev: 02/06/07



VAR-38096
APR 27 2010
TAX DIST 200



July 8, 2010

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER



Ms. Margaret Zieden
3800 Howard Hughes Parkway, Suite #1200
Las Vegas, Nevada 89169

RE: VAR-38096 – VARIANCE
CITY COUNCIL MEETING OF JULY 7, 2010
RELATED TO SUP-37655

Dear Ms. Zieden:

The City Council at a regular meeting held July 7, 2010, APPROVED the request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2010. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37665) shall be required, if approved.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Ruska Herschcaucs
3518 Spring Shower
Las Vegas, Nevada 89147

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

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

www.lasvegasnevada.gov

May 28, 2010

Ms. Margaret Zieden
3800 Howard Hughes Parkway, Suite #1200
Las Vegas, Nevada 89169

**RE: VAR-38096 - VARIANCE RELATED TO SUP-37655
PLANNING COMMISSION MEETING OF MAY 27, 2010**

Dear Ms. Zieden:

Your request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson), was considered by the Planning Commission on May 27, 2010.

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

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37665) shall be required, if approved.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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



Ms. Margaret Zieden
VAR-38096 - Page Two
May 28, 2010

This item will be considered by the City Council on July 7, 2010, 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
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Ruska Herschcaucs
3518 Spring Shower
Las Vegas, Nevada 89147



731 S. Fourth Street
Las Vegas, NV 89101

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

www.lasvegasnevada.gov

May 14, 2010

Ms. Margaret Zieden
3800 Howard Hughes Parkway, Suite #1200
Las Vegas, Nevada 89169

**RE: VAR-38096 - VARIANCE RELATED TO SUP-37655
PLANNING COMMISSION MEETING OF MAY 27, 2010**

Dear Ms. Zieden:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on *May 27, 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 be available on-line on *Friday, May 21, 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: Mr. Ruska Herschcaucs
3518 Spring Shower
Las Vegas, Nevada 89147

Mayor
Oscar B. Goodman

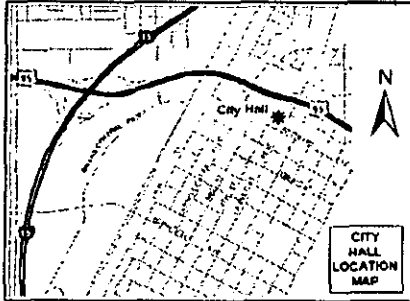
City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lais Tarkanian
Steven D. Rass
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell



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

Return Service Requested
Official Notice of Public Hearing

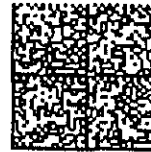


RECEIVED
CITY CLERK

2010 MAY 25 A 11:14

Do not want the 400 feet changing to zero feet and do not want a. MASSAGE EST. near this area. And it not an acceptable reason to sue for the wrong.

PRESORTED
FIRST CLASS



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FIRST CLASS

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

16305415122
TIGHE MICHAEL & DOROTHY
2200 S FORT APACHE RD #1074
LAS VEGAS NV 89117-5708

Case: VAR-38096

CAUDS11 89117



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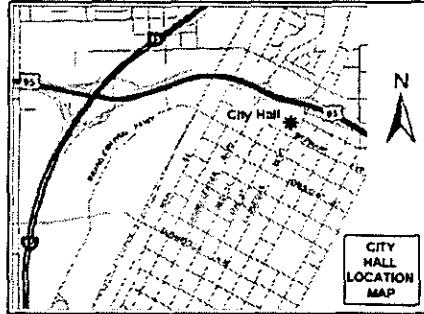
Submitted after final agenda

Date 5/25/10 Item 38439

P

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

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

PRESORTED
FIRST CLASS



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MAY 27 2010

16305415323

Case: VAR-38096

TIBORCZSZEGHY GABRIELLA & ROGER
275 S WILLOW SPRINGS
ORANGE CA 92869-5641

CAVDS11 92869

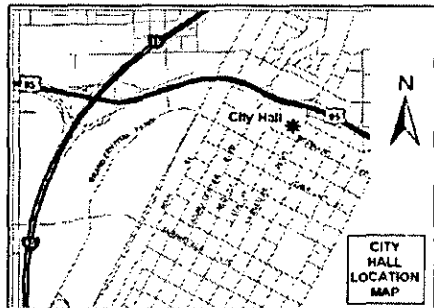


Submitted after final agenda
Date
Item

36-391
56-391

s Vegas
& Development Department
ent Services Center
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s, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



ish to file your protest or support on this request, check the
te box below and return this card in an envelope with postage to the
& Development Department at the address listed above or fax this
is card to (702) 385-7268. If you would like to contact your Council
ative, please call (702) 229-6405.

☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

se available blank space on card for your comments.

096 & SUP-37665

g Commission Meeting of 5/27/2010

PRESORTED
FIRST CLASS



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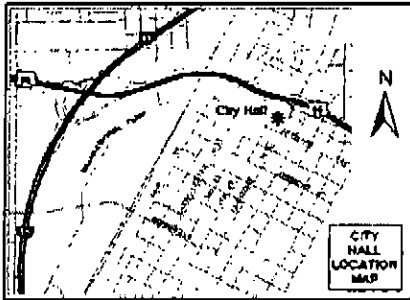
Case: VAR-38096
16305415268
SHMORAK MORDECHAI
23535 VALLEY VIEW RD
CALABASAS CA 91302-2038

CAVDS11 91302



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

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

PRESORTED
 FIRST CLASS



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16305415315
 HARTMANN JANET L
 1132 DEWEY AVE
 EVANSTON IL 60202-1121

Case: VAR-38096

CAVDS11 60202



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MAY 24 2010

Submitted after final agenda

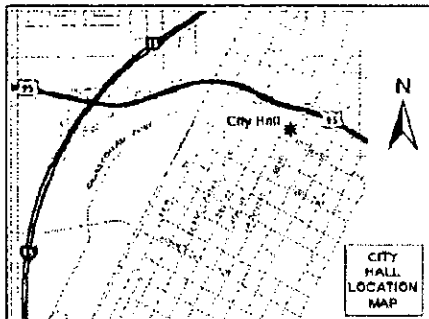
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Item

38-39
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Commission Meeting of 5/27/2010

16305415150
GLAZER ITSCHAK & MICHELE
4377 LA BARCA DR
TARZANA CA 91356-5021

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Mikki Glazer

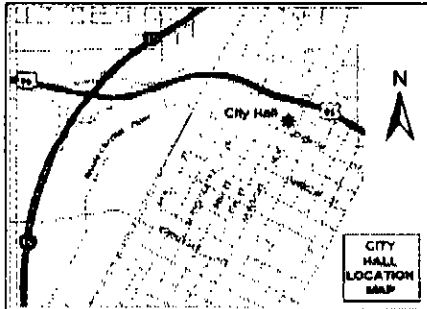
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

474-0352

PRESORTED
FIRST CLASS



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ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6889

Case: VAR-38096

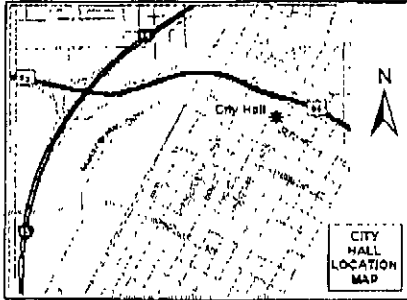
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CAVDS11 89052



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

**Return Service Requested
 Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

16305415171
 THOMPSON JANA P
 328 S BUFFALO DR #102
 LAS VEGAS NV 89145-4990

Case: VAR-38096

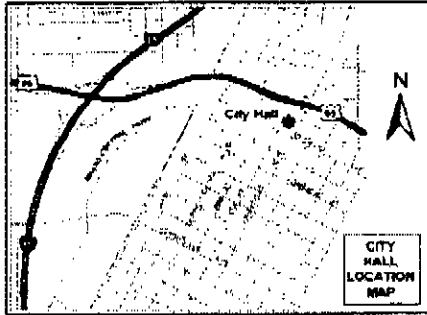
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MAY 17 2010

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

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

PRESORTED
FIRST CLASS



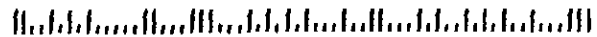
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16305315042

Case: VAR-38096

YONEMURA TOM M & YUKO 1980 TRUST
 1924 BAY HILL DR
 LAS VEGAS NV 89117-5732

CAVDS11 69117



RECEIVED

MAY 17 2010

38-39A



CITY OF LAS VEGAS

- ☒ **Meeting**
☐ **Conversation Record**
☐ **Telephone**

Page: 1 of 1
Date: 02/22/10
Time: 9:00 a.m.

Project Name: Rivi Salon & Boutique

Conversation between CLV P&D Representative: Romeo Gumarang, Planner I (229-4604 Office / 385-7268 Fax / rgumarang@lasvegasnevada.gov), and:

Name	Company/Department	Phone	Fax	Email
1. Rivka Hershchvicz	Rivi Salon and Boutique	483-5050		
2.				
3.				
4.				
5.				
6. Nathan Goldberg	Planning and Development	229-5447		
7.	CLV - PW - Dev Co	229-6578	474-7599	
8.	CLV - PW - Traffic	229-6901 / 6880		
9.	CLV - PW - Flood	229-6541	382-8551	
10.	CLV - Building and Safety	229-6251	382-1731	
11.	CLV - Fire and Rescue	229-0366	229-0124	
12.	CLV - Office of Business Development	229-6551	385-3128	

OR: ☐ see Meeting Attendance Sheet

Is this project intended to meet the City of Las Vegas Green Building Rebate Program? ☐ YES ☒ NO
Please refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives.

The following Special Area/Master Plan(s)/Overlay District(s) apply to the project site: Peccole Ranch

Meeting Notes:

1. Waivers to the 400-foot distance separation from church/synagogue and parcel zoned for residential use. Justification letter will state the requests of the waivers.
2. Indicate the hours of operation on the justification letter.
3. Village Square at Peccole Ranch had a Variance approved previously to allow 2,112 parking spaces where 2,476 spaces are required. A variance application will be required in association with the Special Use Permit. With the Message Establishment parking requirements of 2 spaces for each massage room, massage table or massage chair. With the additional of the Message Establishment use will require an additional 10 parking spaces to within the existing Beauty Salon, therefore the overall Village Square will increase the required spaces from 2,476 parking spaces to 2,488 parking spaces. This is the Variance request.

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 no later than 15 days prior 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.

-- 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****

Pre-Application Conference Item Required <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">YES</td> <td style="width:50%; text-align: center;">NO</td> </tr> </table>	YES	NO	CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST	
YES	NO			
APPLICATION PACKET				
☒ ☐ Application signed and notarized by all property owners or authorized agent(s)		NOTES: Visit the CLV website for blank application, SOFI & DINA forms @ http://www.lasvegasnevada.gov/ (Follow - "I Want To . . ." --> "Apply for -> Planning Applications")		
☒ ☐ Grant deed and legal description				
☒ ☐ Detailed justification letter				
☒ ☐ Correct fee(s): \$ 300.00 (Application) + \$ 500.00 (Notification) + \$ 30.00 (Recordation) = \$ 830.00 Total				
☒ ☐ Statement of Financial Interest (SOFI) signed and notarized by all property owners or authorized agent(s)				
☒ ☐ Assessor's Parcel Map				
☐ ☒ Development Impact Notice and Assessment (DINA)				
☐ ☒ Project of Regional Significance (PRS)				
☐ ☒ Color & Materials Board per Site Development Plan Review Submittal Requirements				
☒ ☐ Copy of Business Licenses: (Owner: ☐ Applicant: ☒ Representative: ☐)				
SITE PLAN				
☒ ☐ 11" x 17" min. to 24" x 36" max. page size		Folded Plans: 5		
☒ ☐ North arrow, scale, and vicinity map		Colored, Rolled Plans: 1		
☒ ☐ All property lines and present dimensions labeled		Reduced Copy (8-1/2x11 B/W): 1		
☒ ☐ All building setbacks labeled		NOTES:		
☒ ☐ All adjacent existing land uses and street names labeled				
☒ ☐ All points of ingress and egress shown				
☒ ☐ ADA accessibility requirements shown/labeled				
☒ ☐ Parking standard(s) utilized:				
☒ ☐ Parking space count and typical dimensions labeled # regular + [30% or less of total] # compact + # handicap = Total				
☒ ☐ All free-standing sign locations shown and heights and sizes noted				
LANDSCAPE PLAN				
☐ ☒ 11" x 17" min. to 24" x 36" max. page size		Folded Plans: 0		
☐ ☒ North arrow, scale, and vicinity map		Colored, Rolled Plans: 0		
☐ ☒ All property lines and present dimensions labeled		Reduced Copy (8-1/2x11 B/W): 0		
☐ ☒ All required perimeter landscape planters shown		NOTES:		
☐ ☒ All required parking lot fingers/islands shown				
☐ ☒ Quantity, size, species/variety of all trees, shrubs, and ground cover				
BUILDING ELEVATIONS				
☐ ☒ 11" x 17" min. to 24" x 36" max. page size		Folded Plans: 0		
☐ ☒ Scale and building dimensions labeled		Colored, Rolled Plans: 0		
☐ ☒ North, south, east, and west elevations of all buildings		Reduced Copy (8-1/2x11 B/W): 0		
☐ ☒ All building materials and colors noted		NOTES:		
☐ ☒ 8" x 10" photo of original color and material board				
☐ ☒ All wall sign locations shown and sizes noted				
FLOOR PLANS				
☐ ☒ 11" x 17" min. to 24" x 36" max. page size		Folded Plans: 0		
☐ ☒ Scale and building dimensions labeled		Colored, Rolled Plans: 0		
☐ ☒ All building entrances/exits shown		Reduced Copy (8-1/2x11 B/W): 0		
☐ ☒ Use of all rooms noted/labeled		NOTES:		
☐ ☒ Maximum Occupancy (per I.B.C.)				
☐ ☒ Seating Capacity (where applicable)				
THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.				
Owner / Applicant:	Rivka Hershovicz	Application Type:	Variance	
Representative:		Application Purpose:	Variance for parking	
APN:	163-06-816-037	Site Location:	9410 W. Sahara Ave #140	
Planner's Signature:	<i>Romeo Gumarang 4/20/10</i>	Pre-App. Meeting Date:	02/22/10	
Planner:	Romeo Gumarang, Planner - 229-4604 Nathan Goldberg, Senior Planner - 229-6745	Earliest Submittal Deadline:	3/9/20 no later than 2:00 pm	
		Earliest PC / CC Meeting Dates:	04/22/10 PC 5/19/10 CC	



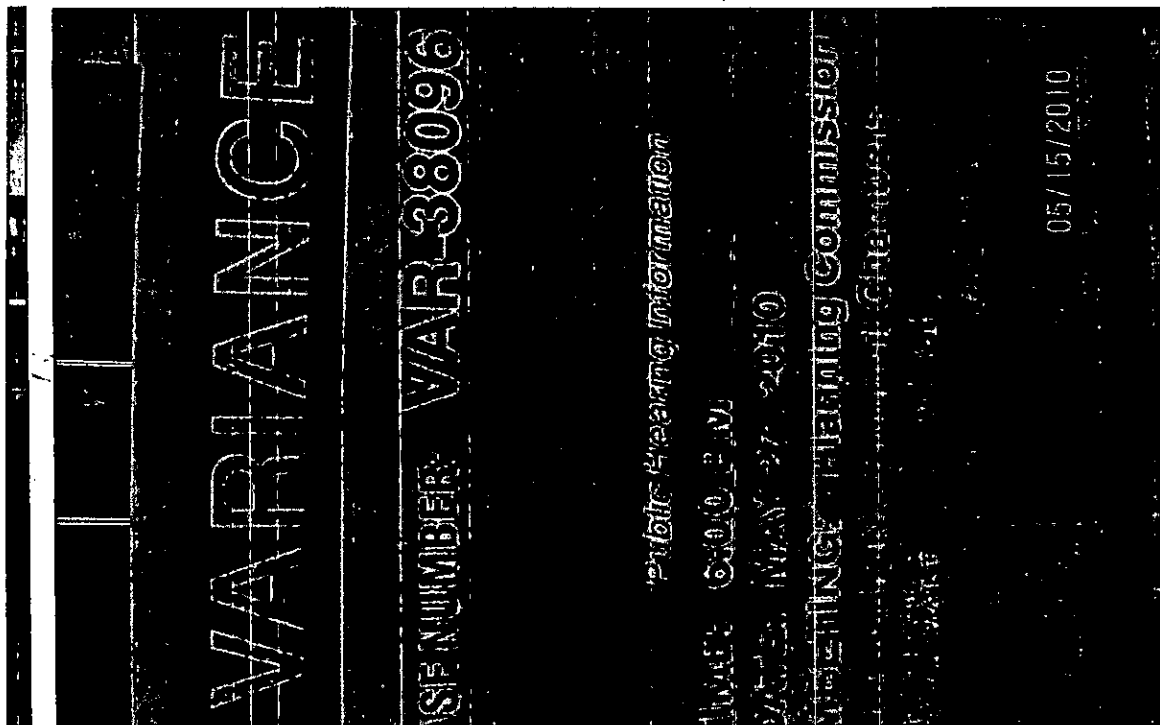
CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



CASE NUMBER: VAR-38096

MEETING DATE: 05/27/10 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]
Signature

5-15-10
Date

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

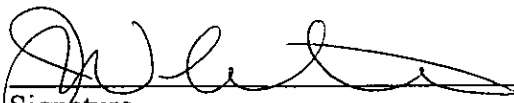


CASE

MEET

Sign P
Code, w
schedule




Signature

5-15-10
Date

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

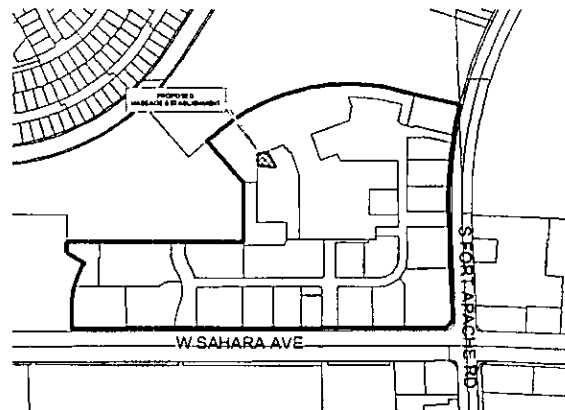
Application Information

VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson).

SUP-37665 - SPECIAL USE PERMIT RELATED TO VAR-38096 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Special Use Permit TO ADD A PROPOSED 608 SQUARE-FOOT MASSAGE ESTABLISHMENT WITHIN AN EXISTING 2,450 SQUARE-FOOT BEAUTY SALON WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A RESIDENTIAL ZONE WHERE 400 FEET IS REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson)

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezoning 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: May 27, 2010
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

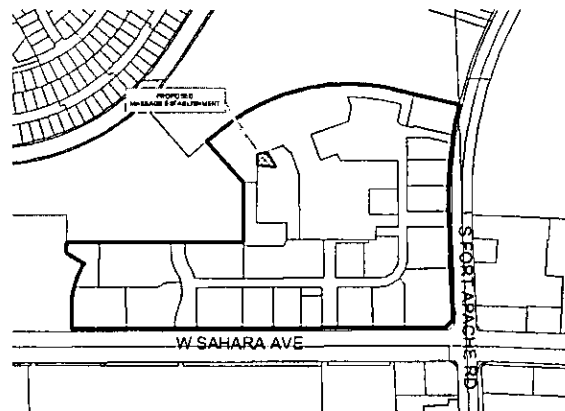
Application Information

VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson).

SUP-37665 - SPECIAL USE PERMIT RELATED TO VAR-38096 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Special Use Permit TO ADD A PROPOSED 608 SQUARE-FOOT MASSAGE ESTABLISHMENT WITHIN AN EXISTING 2,450 SQUARE-FOOT BEAUTY SALON WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A RESIDENTIAL ZONE WHERE 400 FEET IS REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson)

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezoning 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



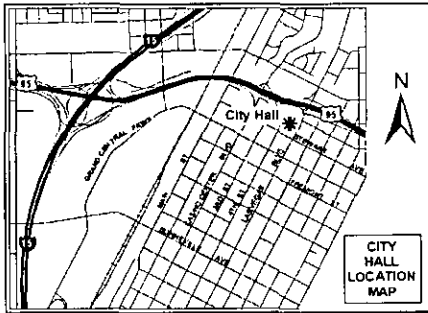
The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: May 27, 2010
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

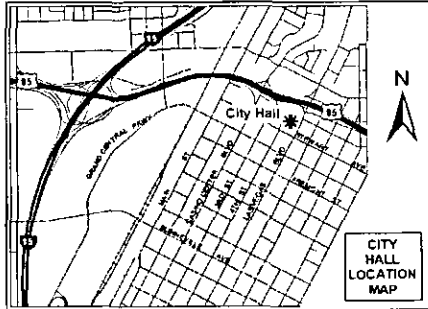
Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

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

Return Service Requested
Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: May 27, 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:

VAR-38096

Canyon Gate Master Association

Fairway Pointe HOA

Peccole Ranch Community Association

Queensridge Owners Association

The Lakes Association HOA

The Section Seven Community Association

West Sahara Community Association

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: May 3, 2010
Re: **VAR-38096** Rivi Salon 9410 W. Sahara Ave.
Request for a Variance for parking

COMMENTS:

We support present City Code parking requirements, therefore we cannot support the variance request to allow no additional parking spaces where 10 additional parking spaces are the minimum required for a proposed salon located within an existing building located at 9410 West Sahara Avenue.

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

REQUEST FOR COMMENT

FROM: *PLANNING AND DEVELOPMENT*

VAR-38096

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC
FIRE ENGINEERING	OZZIE MIRKHAH	DSC
*FLOOD CONTROL (DPW)	RAUL CRUZ	DSC
*LAND DEVELOPMENT (DPW)	DAVID GUERRA	DSC
PERMITS/ INSPECTIONS	ROD CLARK	DSC
*RIGHT-OF-WAY (DPW)	MARY WULFF	DSC
*SANITARY SEWERS (DPW)	JOE PEÑA	DSC
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC

SENT VIA COURIER/ US MAIL OR INTER-OFFICE MAIL

<CCSD>	LINDA PERRI	4212 EUCALYPTUS ANNEX
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
*TEFO (DPW)	REBECCA WHITLOCK	3104 BONANZA ROAD
*SID (DPW)	PATRICK MURPHY	420 N. FOURTH STREET
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD

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

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



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

VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON
- OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for
a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE
REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone,
Ward 2 (Wolfson).

PLANNING COMMISSION: **MAY 27, 2010**
CITY COUNCIL: **JULY 7, 2010**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **APRIL 27, 2010**

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:

Report Date 04/29/2010 10:16 AM

Submitted By

Page 1

A/P # 38096 VARIANCE

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	04/27/2010 08:38	982998	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

VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson)

Parent A/P #

Project # 38096 Project/Phase Name RIVI SALON Phase #
Size/Area 36.50 ACRE Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 16306816037

Location

Owner/Tenant

Contact ID AC1361091 Name VILLAGE SQUARE SHOPPING CTR LLC
Mailing Address 9440 W SAHARA AVE #240 Organization % TRIPLE FIVE DEV GROUP CENTRA
City LAS VEGAS State/Province NV
ZIP/PC 89117-8821 Country ☐ Foreign
Day Phone (702)430-5800 x Evening Phone
Fax (702)430-5834 Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

9410 W SAHARA AVE 110
LAS VEGAS, 89117-

9420 W SAHARA AVE
LAS VEGAS, 89117-

9410 W SAHARA AVE 130
LAS VEGAS, 89117-

9410 W SAHARA AVE 140
LAS VEGAS, 89117-

9410 W SAHARA AVE 150
LAS VEGAS, 89117-

Report Date 04/29/2010 10:16 AM

Submitted By

Page 2

Address	Parcel Link	A/P Link
9410 W SAHARA AVE 150A LAS VEGAS, 89117-		
9420 W SAHARA AVE 100 LAS VEGAS, 89117-		
9420 W SAHARA AVE 102 LAS VEGAS, 89117-		
9420 W SAHARA AVE 104 LAS VEGAS, 89117-		
9420 W SAHARA AVE 105 LAS VEGAS, 89117-		
9420 W SAHARA AVE 106 LAS VEGAS, 89117-		
9420 W SAHARA AVE 107 LAS VEGAS, 89117-		
9420 W SAHARA AVE 108 LAS VEGAS, 89117-		
9420 W SAHARA AVE 200 LAS VEGAS, 89117-		
9420 W SAHARA AVE 202 LAS VEGAS, 89117-		
9420 W SAHARA AVE 204 LAS VEGAS, 89117-		
9420 W SAHARA AVE 200A LAS VEGAS, 89117-		
9420 W SAHARA AVE 201 LAS VEGAS, 89117-		
9410 W SAHARA AVE LAS VEGAS, 89117-		
9410 W SAHARA AVE 120 LAS VEGAS, 89117-		

Report Date 04/29/2010 10:16 AM

Submitted By

Page 3

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

16306816037

Applicants/Contacts

<u>Primary</u>	N	<u>Capacity</u>	OWNER	<u>Contact ID</u>	AC1361091 ☐ Foreign
<u>Effective</u>		<u>Expire</u>			
<u>Name</u>	VILLAGE SQUARE SHOPPING CTR LLC				
<u>Day Phone</u>	(702)430-5800 x	<u>Eve Phone</u>		<u>Organization</u>	% TRIPLE FIVE DEV GROUP CENTRA
<u>Pager</u>		<u>PIN #</u>		<u>Position</u>	% M WALRATH IV
<u>Fax</u>	(702)430-5834	<u>Mobile</u>		<u>Profession</u>	
<u>E-Mail</u>					
<u>Address</u>	9440 W SAHARA AVE #240 LAS VEGAS, NV 89117-8821				
<u>Seasonal Addr</u>					

Valid From To
Comments Contact Margaret Ziedin 796-7900 - m.ziden@tapre.com

<u>Primary</u>	Y	<u>Capacity</u>	APPL	<u>Contact ID</u>	AC1594557 ☐ Foreign
<u>Effective</u>		<u>Expire</u>			
<u>Name</u>	HERSHCOVICZ RIVKA				
<u>Day Phone</u>	(702)295-3177 x	<u>Eve Phone</u>		<u>Organization</u>	RIVI SALON
<u>Pager</u>		<u>PIN #</u>		<u>Position</u>	
<u>Fax</u>		<u>Mobile</u>		<u>Profession</u>	
<u>E-Mail</u>					
<u>Address</u>	3518 SPRING SHOWER DR LAS VEGAS, NV 89147-3725				
<u>Seasonal Addr</u>					

Valid From To
Comments No Comments

Contractors

No Contractors

<u>Project #</u>	<u>A/P Type</u>	<u>Status</u>	<u>Stage</u>	<u>Relation</u>
------------------	-----------------	---------------	--------------	-----------------

No children exist for this project

<u>Planning Condition</u>	<u>Description</u>	<u>Effective</u>	<u>Expire</u>	<u>Comments</u>
---------------------------	--------------------	------------------	---------------	-----------------

There is no planning condition for this project.

Report Date 04/29/2010 10:16 AM

Submitted By

Page 4

VARIANCE

N Parent Project link required?

Final City Council letter received

Y Will this go to the City Council?

Annotated minutes received

Is there a condition of approval for a Required Review?

If yes, when does it need to be reviewed?

Staff Recommendation DENIAL

Meeting Information

Meeting Information

Meeting Date

Meeting Type

Meeting Status

Comments

ABSTENTIONS

Added By

Add Date

Modified By

Modified Date

YES Votes

NO Votes

05/27/2010

PC

SCHEDULED

0

0

0

JMARSHALL

04/27/2010

JMARSHALL

04/27/2010

Template Type A/P #

A/P Type

Status

Stage

No children exist for this project

Employee

Employee ID

Last

First

MI

Comments

984727

GUMARANG

ROMEO

E

x4604

Log

Action

Description

Entered By

Start

Stop

Hours

Comments

PAYMNT CO NAME WHO PICKED UP CONTACT# 970040
ABRAHAM MIZRACHI, RIVI SALON CK 1220, 702.483.5050

04/27/2010 08:42

0.00



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE PARKING
Project Address (Location) 9410 W Sahara #140, Las Vegas, NV 89117
Project Name Riviera Salon Proposed Use Massage Establishment
Assessor's Parcel #(s) 163 068 16 037 Ward # 2
General Plan: existing _____ proposed _____ Zoning: existing C-1 proposed C-1
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER REVENUE STATE OF Contact MARGARET ZIEDIN
Village Square Shopping Center, LLC
Address 3800 HOWARD HUGHES PKWY #1200 Phone: 796-7900 Fax: 796-7920
City LAS VEGAS State NV Zip 89169
E-mail Address m.ziedin@tryle.com

APPLICANT RICKA HERSHCOVITZ Contact _____
Address 3518 Spring Shower Phone: 702-285 Fax: _____
City Las Vegas State NV Zip 89147
E-mail Address _____

REPRESENTATIVE _____ Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____
E-mail Address _____

Receivership State of Village Sq. Shopping Ctr, LLC

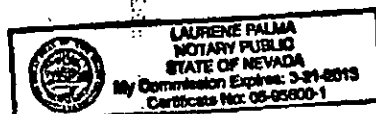
Property Owner Signature* [Signature]
* An authorized agent may sign on behalf of the property owner for Final Action, Tentative Maps, and Final Maps.
Print Name DAVID JENKES

Subscribed and sworn before me
This 10th day of March, 20 10

Laurene Palma

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>VAR-38096</u>
Meeting Date:	<u>6/24/10</u>
Total Fee:	<u>\$30.00</u>
Date Received:	<u>4-27-10</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.

File: pdfApplication PacketApplication Form.pdf



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-38096** APN: 16300816037

Name of Property Owner: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER LLC

Name of Applicant: _____

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: Receivership Estate of Village Square Shopping Ctr. LLC

Print Name: David Lenker, Court Appointed Receiver

Subscribed and sworn before me

This 11th day of March, 2010

Laurene Palma
Notary Public in and for said County and State



February 5, 2010

Village Square Shopping Center
9400 W. Sahara Blvd.
Las Vegas, NV 89117

via Hand Delivery

RE: New Receivership and Managing Agent

Dear Tenant:

On February 5, 2010 the Judge of the District Court of the State of Nevada, County of Clark entered an Order Appointing David L. Jewkes of Commerce CRG of Nevada, LLC as Receiver for Village Square Shopping Center.

Please accept this letter as notification that effective immediately, Commerce CRG has been contracted by the Receiver to be the Managing Agent for Village Square Shopping Center, LLC. I would like to formally introduce our team and let you know that we are excited to be the new Managing Agent for this property.

In addition to the contact information above, there are a few additional items of importance that we would like to notify you of:

RENT PAYMENTS:

Effective *immediately*, all rental and/or CAM payments should be made payable to:

Mailed to: Receivership Estate of Village Square Shopping Center, LLC
c/o Commerce CRG of Nevada
PO Box 98819
Las Vegas, NV 89193

Please note that payments not mailed to this address may result in late fees assessed to your account pursuant to your lease agreement.

VAR-38096

**RIVI SALON AND BOUTIQUE
9410 W. SAHARA #140
LAS VEGAS, NEVADA 89117**

April 22, 2010

To Whom It May Concern.

RE: Variance for Parking and Special Use Permit for Massage Establishment use.

I am in the process of acquiring a business license for a Massage Establishment at 9410 W. Sahara Avenue; suite 140, where I have an existing 2,450 square foot Beauty Salon. I am seeking to gain approval of the Special Use Permit for a massage establishment. In addition to the Special Use Permit application, we would like to request for a waiver for the Massage Establishment to be located within 400 feet of synagogue and parcel zoned for residential use. The hours of operation is between 8am to 9pm. There will be 5 massage rooms within the suite.

AND TOTAL OF 608 SQ FT.

We are also applying for a parking variance. The Massage Establishment use requires 10 additional parking spaces, in addition to existing Beauty Salon. There was a previous variance (VAR-37295), for parking within Village Square Shopping Center. Currently, there are 2,112 parking spaces provided on site, where 2,476 parking spaces are required. With the Massage Establishment, this will add 10, more parking spaces will increase the required parking to 2,486 spaces.

AND

Thank you,

Rivka Herscovicz

Rivka Herscovicz
Salon Owner

RECEIVED
APR 29 2010

**SUP-37665
VAR-38096**

To: City of Las Vegas
Planning @ Development

Re: Paking Waiver for Massage establishment.

My name is Rivka Hershcovicz, and I am currently the owner of Rivi Salon and Boutique at 9410 W. Sahara #140 (previously Euphoria Salon and Spa). My clients have been interested in a massage area for my salon an I am interested in obaining a license for message therapy. I want to be a full service salon and spa; at this moment I have all of that with a total of 5 rooms and 608 square feet with the exception of Massage Therapy Services.

We are seeking a waiver for under 400-foot distance separation from church/synagau and pacerl zoned for residential use. In addition we are seeking a waiver of 10 additional parking spaces. (Please see attachment of SDR-36962).

I Rivka Hershcovicz have been in the buisness for 32yrs...and this is my first own buisness. beeing a single parent and a single owner of the Beauty Salon I am claiming Hardship. I leased the buisness that used be Euphoria a full spa service, including Hair, Nail, and Massage Therapy, and they had no parking problems. (attached floor plan of Euphoria), I am asking for a waiver of \$830 for the parking waiver.

HOURS OF OPERATION 8 AM TO 9 PM
Thank You for your concidiration

Rivka Hershcovicz



VAR-38096

BUSINESS LICENSE

City of Las Vegas • Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: B08-01383-4-126791

DATE ISSUED: 10/14/09

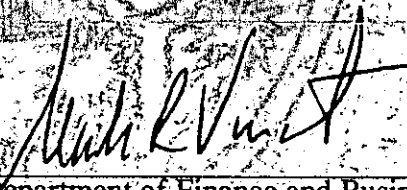
TYPE OF LICENSE: BEAUTY SUPPLY SALES

BUSINESS LOCATION: 9410 W SAHARA AV 140

ISSUE TO:

RIVI SALON
3518 SPRING SHOWER DR
LAS VEGAS NV 89147

PRINCIPAL(S)
HERSHCOVICZ RIVKA


Director, Department of Finance and Business Services

Failure to maintain any required state license renders this Business License invalid.

Post in a conspicuous place.



1 Michael Stein, Esq. (Nevada Bar No. 4760)
2 Kelly Dove, Esq. (Nevada Bar No. 10569)
3 SNELL & WILMER LLP
4 3883 Howard Hughes Parkway, Suite 1100
5 Las Vegas, NV 89169
6 Telephone (702) 784-5200
7 Facsimile: (702) 784-5252
8 Email: mstein@swlaw.com

9 *Attorneys for Plaintiff*

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 BANK OF AMERICA, NATIONAL
13 ASSOCIATION, as Trustee for the
14 Registered Certificateholders of Morgan
15 Stanley Capital I, Inc., Commercial
16 Mortgage Pass-Through Certificates, Series
17 2007-TOP25,

18 Plaintiff,

19 vs.

20 VILLAGE SQUARE SHOPPING
21 CENTER,
22 LLC, a Nevada limited liability company,

23 Defendant.

Case No.: 2:09-cv-02383-RLH-LRL

24 **STIPULATION AND ORDER APPOINTING RECEIVER**

25 Pursuant to the agreement by Plaintiff Bank of America, National Association, as Trustee
26 for the Registered Certificateholders of Morgan Stanley Capital I, Inc., Commercial Mortgage
27 Pass-Through Certificates, Series 2007-TOP25 ("Lender" or "Plaintiff") and Village Square
28 Shopping Center ("Defendant" or "Borrower") (collectively the "Parties"), the Court having
reviewed the pleadings and papers on file herein and heard the arguments presented by the
Parties at any hearing scheduled for this matter, and good cause appearing therefor:

///

SUP-37665
05/27/10 PC

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. APPOINTMENT OF RECEIVER: David L. Jewkes ("Receiver") is hereby appointed Receiver in this action, such appointment shall be effective upon the 5th day of February, 2010.

2. POSSESSION OF RECEIVER: The Receiver shall have and take possession of all the real and personal, tangible and intangible property (including, without limitation, all land, buildings and structures, leases, fixtures and movable personal property) more specifically defined as the "Property" in the "Deed of Trust and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing)" dated as of December 11, 2006 and attached as Exhibit 4 to Plaintiff's Verified Complaint (hereafter the "Deed of Trust"), including the real property bearing Assessor Parcel Numbers 163-06-816-019, 163-06-816-027, 163-06-816-030, 163-06-816-031, 163-06-816-034, 163-06-816-035 (a portion), 163-06-816-036.

3. The Property includes, without limitation, the interests of Plaintiff in its "right, title and interest, in, to and under...(a) all present and future leases...licenses and agreements relating to the management, leasing, or operation of the Property...and all other agreements of any kind relating to the use or occupancy of the Property...and (b) the rents, issues, deposits and profits of the Property...." referred to in the Deed of Trust (the "Rents") as more particularly described in the Deed of Trust, relating to the land more particularly described in the legal description attached at "Exhibit A" to the Deed of Trust, which definition and legal description are incorporated herein by this reference.

4. DUTIES OF RECEIVER: The Receiver is granted the following powers and duties:

a. To enter on and take possession of the Property;

- b. To care for, preserve, and maintain the Property pending this Court's determination of any issues relating to the ownership or title to such Property; to incur all expenses necessary for the care, preservation, maintenance of the Property;
- c. To incur all expenses necessary for the care, preservation, maintenance of the Property;
- d. To take from Borrower immediate possession of the Property and Collateral (as defined in the Deed of Trust), including, without limitation, the Rents;
- e. To develop, construct, and lease the Property, or portions thereof;
- f. To contract or terminate the contract of any Nevada licensed person or firm to perform construction of on- and off-site improvements on or with respect to the Property and to manage such construction work with respect to the Property;
- g. To operate, manage, control and conduct the Property and its business and incur the expenses necessary in such operation, management, control, and conduct in the ordinary and usual course of business, and do all things and incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar properties, and no such risks or obligations so incurred shall be the personal risk or obligation of Receiver, but shall be a risk or obligation of the receivership estate;
- h. To perform in accordance with the "Cash Management Agreement" dated as of December 11, 2006 (the "Management Agreement") for the benefit of Lender, including, without limitation, the submission of requests to Lender for the release of funds and impounds controlled by Lender pursuant to the Management Agreement and Note;

- i. To the extent so directed by Lender, to deliver all Rents and proceeds from the Property in accordance with the Management Agreement and the Note, including, without limitation, the "Restricted Account" established by Borrower and pledged and assigned to the Lender pursuant to the terms and conditions of the Management Agreement;
- j. To contract or terminate the contract of any person or firm to collect, manage, lease, maintain, secure and operate the Property if the Receiver deems it necessary or appropriate in his discretion and judgment to do so;
- k. To bring and prosecute all proper actions against persons-for the (i) collection of Rents derived from the Property, (ii) removal from the Property of persons not entitled to entry thereon, (iii) protection of the Property, (iv) damage caused to the Property; and (v) recovery of possession of the Property;
- l. To employ or terminate any person or firm to collect, manage, lease, maintain, or secure and operate the Property if the Receiver deems it necessary or appropriate in his discretion and judgment to do so;
- m. To hire, employ, pay and terminate servants, agents, employees, clerks and accountants, purchase materials, supplies, advertising, and other services at ordinary and usual rates and prices using funds that shall come into the Receiver's possession in order to preserve the status quo;
- n. To borrow such funds from Lender as may be necessary to satisfy the costs and expenses of the receivership, to the extent that the net Rents derived from the Property are insufficient to satisfy such costs and expenses. All amounts borrowed by the Receiver pursuant to this paragraph shall be deemed secured advances to be added to the loan secured by the Deed of Trust. The Deed of Trust encumbering

1 the Property shall retain its lien priority as to the entire loan, including said
2 advances, notwithstanding the fact that said advances shall increase the
3 outstanding indebtedness of the loan. The Receiver is further authorized to issue
4 and execute such documents as may be necessary to evidence the obligation to
5 repay the advances, including but not limited to, the issuance of a receiver's
6 Certificates of Indebtedness evidencing the obligation of the receivership estate
7 (and not the Receiver individually) to repay such sums. The principal sum of each
8 such certificate or document, together with reasonable interest thereon, shall be
9 payable out of the next available funds which constitute Rents;
10

11 o. Any security or other deposits which tenants have paid to Borrower or its agents
12 and which are not paid to the Receiver, and over which the Receiver has no
13 control, shall be obligations of the Borrower and may not be rendered by the
14 Receiver without further order of the Court. Any other security or other deposits
15 which the tenants or other third parties have paid or may pay to the Receiver, if
16 otherwise refundable under the terms of their leases or agreements with the
17 Receiver, shall be expenses of the subject property and refunded by the Receiver
18 in accordance with the leases or agreements;
19

20 p. To hire, employ, retain, and/or terminate attorneys, certified public accountants,
21 investigators, security guards, consultants, property management companies,
22 brokers, construction management companies, appraisers, title companies, licensed
23 construction control companies, and any other personnel or employees which the
24 Receiver deems necessary to assist him in the discharge of his duties;
25

26 q. To retain environmental specialists to perform environmental inspections and
27 assessments of the Property if deemed necessary and, if deemed necessary and
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1 advisable in the discretion of the Receiver, to remediate the Property or remove
2 any dispose of contaminates, if any, effecting the Property;

3 r. To maintain adequate insurance over the Property with the Receiver as named
4 insured and Borrower as additional insured to the same extent and in the same
5 manner as it has heretofore been insured, or as in the judgment of Receiver may
6 seem fit and proper, and to cause all presently existing policies to be amended by
7 adding Receiver and the receivership estate as an additional insured within 10 days
8 of the entry of this Order. If there is inadequate insurance or insufficient funds in
9 the receivership estate to procure adequate insurance, Receiver is directed to
10 immediately petition the court for instructions. During the period in which the
11 Property is uninsured or underinsured, Receiver shall not be personally responsible
12 for any claims arising therefor;

13
14
15 s. To pay all necessary insurance premiums for such insurance and all taxes and
16 assessments levied on the Property during the receivership;

17 t. To take possession and control of all of the records, correspondence, insurance
18 policies, books and accounts of Borrower and the Property which refer to the
19 assets, the ongoing construction of any uncompleted buildings and improvements
20 on the Property, the lease and/or conveyance of any completed buildings and
21 improvements on the Property, Rents and/or liabilities pertaining to the Property,
22 provided, however, that such books and/or records shall be made available for
23 copying by Borrower;

24
25 u. To open all mail and other correspondence received in connection with the
26 Property whether addressed to Borrower or otherwise, other than mail and
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1 correspondence addressed to Borrower and plainly marked "PRIVILEGED" or
2 "CONFIDENTIAL",

3 v. To access all office equipment used by Borrower in connection with the
4 development, construction, improvement, leasing, sales, marketing and/or
5 conveyance of the Property and the buildings thereon, including all computer
6 equipment, all software programs and passwords, and any other information, data,
7 equipment or items necessary for the operation of Borrower's business with
8 respect to the Property, whether in the possession and control of Borrower or its
9 agents, servants or employees
10

11 w. To obtain copies of any and all plans, specifications and drawings pertaining to or
12 effecting any part or all of the Property and to be authorized to obtain such plans,
13 specifications and drawings from Plaintiff, from architects and contractors retained
14 or formerly retained by Plaintiff, or from the city, municipality, county or state on
15 which such Property is situated if the Receiver deems it necessary or advisable in
16 his discretion to do so;
17

18 x. To continue in effect any contracts presently existing and not in default relating to
19 the Property;
20

21 y. To enter into and modify contracts affecting any part or all of the Property,
22 including, without limitation, any and all leases affecting the Property. In addition,
23 the Receiver shall have the authority to immediately terminate: (i) the management
24 contract dated December 6, 2006 between the Borrower and International Property
25 Syndications, Ltd., formerly known as Triple Five Nevada Development
26 Corporation, a Minnesota Corporation ("IPS"), and (ii) any existing contract,
27 agreement, or instrument which is not, in Receiver's sole discretion, deemed
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1 commercially reasonable or beneficial to the Property. The Receiver shall not be
2 bound by any contract between the Borrower and any third party that the Receiver
3 does not expressly assume in writing;

4 z. To make any repairs to the Property that the Receiver, in his discretion deems
5 necessary or appropriate;

6
7 aa. To pay and discharge out of the funds coming into his hands all the expenses of
8 the receivership and the costs and expenses of operation and maintenance of the
9 Property, including all Receiver's and related fees, taxes, governmental
10 assessments and charges and the nature thereof lawfully imposed upon the
11 Property;

12 bb. To have the power to advance funds to keep current any liens, if any, taxes and
13 assessments encumbering the Property which are senior to any lien arising under
14 the Deed of Trust;

15
16 cc. To expend funds to purchase merchandise, supplies and services as the Receiver
17 deems necessary and advisable to assist him in performing his duties hereunder
18 and to pay therefore the ordinary and usual rates and prices out of the funds that
19 may come into the possession of the Receiver;

20 dd. To apply, obtain and pay any reasonable fees for any lawful license, permit or
21 other governmental approval relating to the Property or the operation thereof;
22 confirm the existence of and, to the extent permitted by law, exercise the privileges
23 of any existing license or permit or the operation thereof, and do all things
24 necessary to protect and maintain such licenses, permits and approvals;
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- 1 ee. To apply for, transfer, obtain and renew, as necessary to prevent the loss of or loss
2 of use of all licenses, permits and entitlements required for the operation of the
3 Property or issued in connection therewith;
- 4 ff. With respect to any operation or activity that is now conducted on the Property or
5 is customarily conducted on similar properties, and that may lawfully be
6 conducted only under governmental license or permit, to continue such operation
7 or activity under the licenses or permits issued to Borrower subject to compliance
8 with the terms thereof;
- 9 gg. To notify all local, state and federal governmental agencies, all vendors and
10 suppliers, and any and all others who provide goods or services to the Property of
11 his appointment as Receiver. No utility may terminate service to the Property as a
12 result of non-payment of pre-receivership obligations without prior order of this
13 Court. No insurance company may cancel its existing current-paid policy as a
14 result of the appointment of the Receiver, without prior order of this Court;
- 15 hh. To open and utilize bank accounts for receivership funds. The Receiver is
16 authorized and empowered to use the Borrower's tax identification number to
17 establish bank accounts at any bank the Receiver deems appropriate for the deposit
18 of monies and funds collected and received in connection with his administration
19 of the Property. As to any existing accounts relating to the Property, the Receiver
20 shall be entitled to manage and modify such accounts, including, without
21 limitation, the ability to change existing signature cards to identify the Receiver as
22 the authorized party for such accounts, limit the use of such accounts by others,
23 and/or to close such accounts as the Receiver deems appropriate;
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- 1 ii. To present for payment any checks, money orders or other forms of payment made
2 payable to Borrower which constitute Rents of the Property, endorse same and
3 collect the proceeds thereof, such proceeds to be used and maintained as elsewhere
4 provided herein;
- 5 jj. The Receiver shall prepare on a monthly basis, commencing 30 days after his
6 appointment, so long as the such property shall remain in his possession or care,
7 reports for the Property setting forth all receipts and disbursements, cash flow,
8 changes in the assets in his charge, claims against the assets in his charge, and
9 other relevant operational issues that have occurred during the preceding month.
10 The Receiver is directed to file such reports with the Clerk of this Court. The
11 Receiver shall serve a copy of this report on the attorneys of record for the parties
12 (including the Borrower) and any other interested parties who request the same;
- 13 kk. The Receiver shall charge the rates set forth in its letter to Ted Bradley attached as
14 part of Exhibit 1 to the Application for Appointment of Receiver. The Receiver
15 shall primarily use the services of his personnel to manage the Property at the rates
16 provided, pursuant to the fee schedule attached thereto. In addition, the Receiver
17 shall be reimbursed for all reasonable expenses incurred by the Receiver on behalf
18 of the Property. The Receiver, his management company, his consultants, agents,
19 employees, legal counsel, and professionals shall be paid on a monthly basis. To
20 be paid on a monthly basis, the Receiver must file a statement of account with the
21 Court and serve a copy on all parties each month for the time and expense incurred
22 in the preceding calendar month. If no objection thereto is filed and served on or
23 within ten (10) days following service thereof, such statement of account may be
24 paid. If an objection is timely filed and served, such statement of account shall not
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1 be paid absent further order of the Court. In the event objections are timely made
2 to fees and expenses, objected to fees and expenses will be paid within ten (10)
3 days of an agreement among the parties or entry of a Court order adjudicating the
4 matter;

5
6 II. Despite the periodic payment of Receiver's fees and administrative expenses, such
7 fees and expenses shall be submitted to the court for approval and confirmation in
8 the form of either a notice of interim application for fees, a stipulation among
9 parties or the Receiver's final account and report;

10 mm. After expending the necessary funds to operate the Property and pay all reasonable
11 and necessary costs and expenses associated with such operation, the Receiver
12 shall maintain any remaining funds for distribution to the party legally entitled to
13 receive such funds as determined by this Court with such distribution to be made
14 in accordance with the requirements of NRS 107A.260;

15
16 nn. The Receiver is authorized and empowered to take any and all steps necessary to
17 receive, collect and review all mail addressed to Borrower, including items
18 delivered by messenger or courier, that is not clearly marked as privileged or
19 confidential, including, but not limited to, mail addressed to any post office boxes
20 held in the name of Borrower, and the Receiver is authorized to instruct the U.S.
21 Postmaster to reroute, hold, and or release said mail to said Receiver. Mail
22 reviewed by the Receiver in the performance of his duties will promptly be
23 forwarded to Borrower after review by the Receiver;

24
25 oo. To generally do such other things as may be necessary or incidental to the
26 foregoing specific powers, directions and general authorities and take actions
27 relating to the Property beyond the scope contemplated by the provisions set forth
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1 above, provided the Receiver obtains prior court approval for any actions beyond
2 the scope contemplated herein;

3 pp. To apply to the Court at any time during the course of the receivership for further
4 directions and guidance to assist the Receiver in its managerial role;

5 qq. Notwithstanding anything in this Order to the contrary, Receiver does not assume
6 and is not obligated to assume and will not on obliged to pay, perform or otherwise
7 discharge any Employment Related Liability (as defined below) of Defendant.
8 Defendant is and will be solely and exclusively liable with respect to all
9 Employment Related Liabilities. Without limitation of the generality of the
10 foregoing, the term "Employment Related Liabilit(ies)" includes all liabilities of
11 Defendant to any former or current employee in any way related to such
12 employee's employment with or separation from the Defendant including, but not
13 limited to, any claims: (i) for salary, wages, commissions, bonuses, benefits,
14 vacation, or any other form of compensation; (ii) arising out of any acts or
15 omissions of Defendant or Defendant's agents and representatives with respect to
16 any benefit plan, employee practices or employee programs, including employee
17 claims of discrimination, retaliation or other wrongful conduct or discharge
18 decisions; (iii) severance liabilities; (iv) obligations under employment contracts or
19 any other related agreements with employees; (v) any change of control amounts
20 payable to any employees; (vi) all liabilities under the Worker Adjustment and
21 Retraining Notification Act (WARN) 29 U.S.C. 2101 *et seq*, or similar state statute
22 or regulation and (vii) any other statutory or common law claim;

23 rr. Neither Plaintiff nor the Receiver shall be liable for any obligation of Defendant
24 relating to the Property that arose prior to this Order, including, without limitation,
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1 any contingent or unliquidated obligations, nor shall the Plaintiff or the Receiver
2 be obligated to advance any funds to pay any expense of maintenance or other
3 liability of the Property other than as cash flows from the Rents permit payment of
4 such expenses;

5
6 ss. The Receiver shall have no liability to any party for any claims, actions or causes
7 of action arising out of or relating to events or circumstances occurring prior to the
8 appointment of the Receiver. The Receiver shall use commercially reasonable
9 efforts to give Borrower prompt notice of any such claims, actions or causes of
10 action, but any failure to do so shall not affect the Receiver's rights or obligations
11 under this Order or to Borrower. This protection of the Receiver from liability
12 shall include, but not be limited to any liability from the performance of services
13 rendered by third parties on behalf of Defendant, and any liability to which
14 Defendant is currently or may ultimately be exposed under any applicable laws
15 pertaining to the ownership and use of the Property and operation of the
16 Defendant's businesses;

17
18 tt. The Receiver shall not be responsible for payment of any utility bills, unpaid
19 payroll expenses or other unpaid invoices for services or utilities incurred by the
20 Borrower or for the benefit of the Property prior to the Receiver's taking
21 possession of the Property.

22
23 uu. Following the Receiver's appointment, the Receiver shall not be deemed in any
24 way to be an owner of the Property. If the Receiver shall have acted in accordance
25 with the terms and conditions of this Order, the Receiver shall have no liability as
26 to any claim, actions or causes of action of any third parties who have or would
27 have claims against the owner of the Property or any officer, director or partner
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1 thereof, including without limitation, any claims under any federal or state
2 environmental laws; provided however, the Receiver shall be liable for: breach of
3 any contract entered into by Receiver; the Receiver's own negligence, reckless,
4 intentional or willful misconduct; or actions taken by the Receiver that are not
5 authorized by the terms of this Order.
6

7 5. **NON-INTERFERENCE WITH RECEIVER:** Borrower, including, without
8 limitation, its respective members, stockholders, officers, agents, representatives, employees, are
9 enjoined from:

- 10 a. Interfering with the Receiver, directly or indirectly, in the management and
11 operation of the Property;
12 b. Interfering with the Receiver, directly or indirectly, in the collection of Rents
13 derived from the Property;
14 c. Collecting or attempting to collect the Rents derived from the Property;
15 d. Transferring, assigning, selling, conveying, devising, pledging, mortgaging,
16 creating a security interest in or disposing of the whole or any part of the Property
17 (including the Rents thereof) without the prior written consent of the Receiver or
18 prior court approval; provided, however, that nothing contained in this Order shall
19 prohibit or restrain Plaintiff from initiating and/or completing a sale by judicial or
20 non-judicial foreclosure of Property, or any portion thereof, and thereafter taking
21 title and possession thereto; and
22 e. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or
23 prejudice the preservation of the Property (including the Rents thereof) or the
24 interest of Plaintiff in the Property and in said Rents.
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1 6. **TURNOVER:** Upon not less than 24 hours notice and during normal business
2 hours, Borrower, and each of its members, stockholders, officers, agents, property managers,
3 architects, contractors, subcontractors and their respective agents and employees, and all other
4 persons with actual or constructive knowledge of this Order and their agents and employees,
5 including without limitation IPS shall:
6

- 7 a. Turn over to the Receiver the possession of the Property, including all keys in its
8 possession to all locks on the Property, and the records, books of account, ledgers
9 and business records relating to the operation and management of the Property
10 (including, without limitation, construction contracts and subcontracts, the plans,
11 specifications and drawings relating to or pertaining to any part or all of the
12 Property), wherever located in and whatever mode maintained (including, without
13 limitation, information contained on computers and any and all software relating
14 thereto as well as all banking records, statements and canceled checks);
15
16 b. Turn over to the Receiver all documents which constitute or pertain to all licenses,
17 permits or governmental approvals relating to the Property;
18
19 c. Turn over to the Receiver all documents which constitute or pertain to insurance
20 policies, whether currently in effect or lapsed which relate to the Property;
21
22 d. Turn over to the Receiver all contracts, leases and subleases, royalty agreements,
23 licenses, assignments or other agreements of any kind whatsoever, whether
24 currently in effect or lapsed, which relate to any interest in the Property;
25
26 e. Turn over to the Receiver all documents pertaining to past, present or future
27 construction of any type with respect to all or any part of the Property;
28
 f. Turn over to the Receiver all documents of any kind pertaining to any and all toxic
chemicals or hazardous material, if any, ever brought, used and/or remaining upon

1 the Property, including, without limitation, all reports, surveys, inspections,
2 checklists, proposals, orders, citations, fines, warnings and notices;

3 g. Nothing herein is intended to, nor is to be construed to, require Borrower or IPS to
4 turn over: (i) any documents protected from disclosure by either the attorney-client
5 privilege or the attorney work product privilege or (ii) any proprietary software or
6 information of IPS not pertaining to the Property; and Borrower may retain copies
7 of all documents turned over to the Receiver;

8 h. Turn over to the Receiver all Rents derived from the Property (including, without
9 limitation, all security deposits, advances, prepaid rents, storage fees, and parking
10 fees) wherever and whatsoever mode maintained.

11
12 7. DISCHARGE: The Receiver shall relinquish possession and control of the
13 Property to Borrower if the loan is paid in full or to the purchaser at any judicial or nonjudicial
14 foreclosure sale of the Property, if Lender, in its sole discretion, should elect to initiate and
15 prosecute a judicial or nonjudicial foreclosure under the Deed of Trust or applicable law, pending
16 approval of the Receiver's final account and report to the Court. Upon relinquishing possession
17 and control of the Property or any part thereof, the Receiver shall be discharged from all further
18 duties, liabilities and responsibilities relating to such Property or such portion thereof; pending
19 approval of the Receiver's final account and report to the Court relating thereto.
20

21
22 8. BANKRUPTCY. If Borrower files a bankruptcy case during the receivership,
23 Plaintiff shall give notice of the bankruptcy case to the Court, to all parties, and to the Receiver.
24 If the Receiver receives notice that the bankruptcy has been filed and part of the bankruptcy estate
25 includes property that is the subject of this Order, the Receiver shall have the following duties:

26 a. The Receiver shall immediately contact the party who obtained the appointment of
27 the Receiver and determine whether that party intends to move in the bankruptcy
28

1 court for an order for (1) relief from the automatic stay, and (2) relief from the
2 Receiver's obligation to turn over the Property (11 U.S.C. § 543). If the party has
3 no intention to make such a motion, the Receiver shall immediately turn over the
4 property to the appropriate entity – either to the trustee in bankruptcy if one has
5 been appointed or, if not, to the debtor in possession – and otherwise comply with
6 11 U.S.C. § 543.
7

8 b. Unless otherwise ordered by the Bankruptcy Court, the Receiver shall remain in
9 possession pending resolution. If the party who obtained the receivership intends
10 to seek relief immediately from both the automatic stay and the Receiver's
11 obligation to turn over the Property, the Receiver may remain in possession and
12 preserve the Property pending the ruling on those motions (11 U.S.C. § 543(a)).
13 The Receiver's authority to preserve the Property shall be limited as follows: (1)
14 the Receiver may continue to collect Rents and other income; (2) the Receiver may
15 make only those disbursements necessary to preserve and protect the Property; (3)
16 the Receiver shall not execute any new leases or other long-term contracts; and (4)
17 the Receiver shall do nothing that would effect a material change in the
18 circumstances of the Property.
19

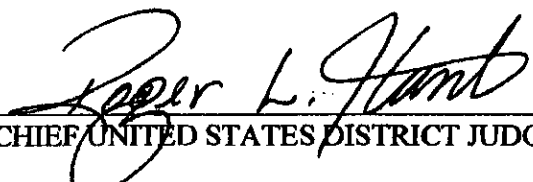
20 c. The Receiver shall turn over property if no motion for relief is filed within 10
21 court days after notice of the bankruptcy. If the party who obtained the
22 receivership fails to file a motion within 10 court days after his or her receipt of
23 notice of the bankruptcy filing, the Receiver shall immediately turn over the
24 property to the appropriate entity – either to the trustee in bankruptcy if one has
25 been appointed or, if not, to the debtor in possession – and otherwise comply with
26 11 U.S.C. § 543.
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d. The Receiver may petition the court to retain legal counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the receivership.

9. The Receiver, Plaintiff, Borrower or any other party who maintains an interest in any property subject to this receivership, may at any time apply to this court for any further or other instructions and powers necessary to enable the Receiver to perform his duties properly and/or modify this order as to such property.

IT IS SO ORDERED.

Dated: February 2, 2010


CHIEF UNITED STATES DISTRICT JUDGE

Respectfully submitted,

SNELL & WILMER LLP

By: /s/ Kelly H. Dove
Michael Stein, Esq. (Bar No. 4760)
Kelly Dove, Esq. (Bar No. 10569)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile: (702) 784-5252
Attorneys for Plaintiff

By: /s/ Hector Carbajal
Hector Carbajal II, Esq. (Bar No. 6247)
Carbajal & McNutt, LLP
625 S. Eighth Street
Las Vegas, NV 89101

*Attorneys for Defendant
Village Square Shopping Center, LLC*

20061215-0004962

Fee: \$22.00 RPTT: EX#001
N/C Fee: \$0.00

12/15/2006 15:14:27
T20060220505

Requestor:
LAWYERS TITLE OF NEVADA

Charles Harvey ROF
Clark County Recorder Pgs: 10

Clark County Assessor's

Parcel Numbers:

163-06-816-034; 163-06-816-035 (portion);
163-06-816-036; 163-06-816-031;
163-06-816-019; 163-06-816-027;
163-06-816-030

When Recorded, Mail To:

Village Square Shopping Center, LLC
c/o Triple Five Development Group Central, Ltd.
9440 West Sahara Avenue, Suite 240
Las Vegas, Nevada 89117
Attention: Martin H. Wainath IV

08500300-MB

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Triple Five Development Group Central, Ltd., a Minnesota corporation ("Grantor"), in consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Village Square Shopping Center, LLC, a Nevada limited liability company ("Grantee"), whose address is 9440 West Sahara Avenue, Suite 240, Las Vegas, Nevada 89117, all that real property situated in the County of Clark, State of Nevada more fully bounded and described in the attached legal description ("Exhibit A").

TOGETHER with all and singular the tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining.

This conveyance is being made by Grantor and accepted by Grantee subject to all taxes for the fiscal year, covenants, conditions, restrictions, reservations, rights-of-way, and easements of record.

[remainder of page intentionally left blank]

[signature page follows]

Triple Five Development Group Central, Ltd.,
a Minnesota corporation

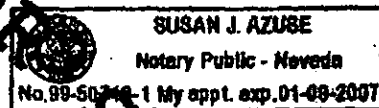
By: Martin H. Walrath, IV
Martin H. Walrath, IV, Secretary

STATE OF Nevada)
COUNTY OF Clark)ss

This instrument was acknowledged before me on the 7th day of
December, 2006, by Martin H. Walrath, IV, as Secretary of Triple Five
Development Group Central, Ltd., a Minnesota corporation.

Susan J. Azuse
Notary Public

My commission expires: 1-9-2007



00°12'13" EAST, 85.60 FEET TO THE POINT OF BEGINNING.

APN 163-06-816-034

APN 163-06-816-035 (PORTION)

APN 163-06-816-036

PARCEL II:

PARCEL "02"; ROS 97/52

BEING A PORTION OF LOT 1-1 OF THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 95 OF SURVEYS, AT PAGE 82, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, SAID TOWNSHIP BEING THE CENTERLINE INTERSECTION OF WEST SAHARA AVENUE AND FORT APACHE ROAD; THENCE SOUTH 89°47'47" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 6, COINCIDENT WITH THE CENTERLINE OF SAID WEST SAHARA AVENUE. 637.97 FEET; THENCE NORTH 00°12'13" WEST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 90.00 FEET TO THE NORTHERLY BOUNDARY LINE OF COMMON ELEMENT 18-1-1A AS SHOWN ON THAT PLAT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 83, SAME BEING THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1; THENCE CONTINUING NORTH 00°12'13" WEST, DEPARTING THE NORTHERLY BOUNDARY OF SAID COMMON ELEMENT 18-1-1A AND THE SOUTHERLY BOUNDARY OF SAID LOT 1-1, 205.00 FEET; THENCE NORTH 12°07'26" WEST, 45.99 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°12'13" WEST, 174.00 FEET; THENCE NORTH 89°47'47" EAST, 140.00 FEET; THENCE SOUTH 00°12'13" EAST, 174.00 FEET; THENCE SOUTH 89°47'47" WEST, 140.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPREARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 24, 2002 IN BOOK 20021024 AS INSTRUMENT NO. 01547 OF OFFICIAL RECORDS.

APN 163-06-816-031

PARCEL III:

PARCEL "01"; ROS: 128/26

206.16 FEET; THENCE NORTH $00^{\circ}12'13''$ WEST, 370.00 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 96.94 FEET; THENCE SOUTH $76^{\circ}50'29''$ EAST, 131.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2065.00 FEET ON THE SAID WESTERLY BOUNDARY OF SAID COMMON ELEMENT LOT 18-1-1A, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $82^{\circ}18'57''$ WEST; THENCE NORTHEASTERLY, 42.98 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}11'33''$ TO AN INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID INTERSECTION BEARS NORTH $81^{\circ}07'23''$ WEST; THENCE NORTH $76^{\circ}50'29''$ WEST, DEPARTING SAID WESTERLY BOUNDARY, 202.91 FEET; THENCE SOUTH $13^{\circ}09'31''$ WEST, 9.00 FEET; THENCE NORTH $76^{\circ}50'29''$ WEST, 32.00 FEET; THENCE NORTH $13^{\circ}09'31''$ EAST, 163.18 FEET; THENCE NORTH $76^{\circ}50'29''$ WEST, 102.04 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHWESTERLY, 947.59 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $54^{\circ}17'35''$; THENCE SOUTH $48^{\circ}51'56''$ WEST, 58.39 FEET; THENCE SOUTH $43^{\circ}08'04''$ EAST, 272.32 FEET; THENCE SOUTH $00^{\circ}12'13''$ EAST, 312.66 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 201.70 FEET; THENCE NORTH $24^{\circ}07'42''$ EAST, 31.47 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 183.32 FEET; THENCE SOUTH $00^{\circ}12'13''$ EAST, 191.52 FEET; THENCE SOUTH $59^{\circ}47'47''$ WEST, 639.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 245.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $75^{\circ}16'54''$ EAST; THENCE NORTHWESTERLY, 67.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ}52'56''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $59^{\circ}23'57''$ WEST; THENCE NORTHWESTERLY, 82.23 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $30^{\circ}23'50''$; THENCE NORTH $00^{\circ}12'13''$ WEST, 40.00 FEET; THENCE SOUTH $89^{\circ}47'47''$ WEST, 84.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $31^{\circ}35'05''$ EAST; THENCE SOUTHEASTERLY, 30.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $58^{\circ}12'42''$; THENCE SOUTH $00^{\circ}12'13''$ EAST, 14.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 225.50 FEET; THENCE SOUTHEASTERLY 119.63 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $30^{\circ}23'50''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 174.50 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH $59^{\circ}23'57''$ EAST; THENCE SOUTHERLY, 166.10 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $54^{\circ}32'19''$, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 225.50 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $66^{\circ}03'44''$ EAST; THENCE SOUTHWESTERLY, 95.01 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $24^{\circ}08'29''$; THENCE SOUTH $00^{\circ}12'13''$ EAST, 25.00 FEET TO THE SAID NORTHERLY BOUNDARY OF COMMON ELEMENT LOT 18-1-1A; THENCE NORTH $89^{\circ}47'47''$ EAST, ALONG SAID NORTHERLY BOUNDARY, 105.48 FEET; THENCE NORTH

OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 95 OF SURVEYS, AT PAGE 82, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT D AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 90 OF SURVEYS, AT PAGE 20; THENCE SOUTH 89°47'47" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT D, 105.00 FEET; THENCE NORTH 00°12'13" WEST, DEPARTING SAID NORTHERLY BOUNDARY 45.00 FEET; THENCE NORTH 89°47'47" EAST, 90.00 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTLY, 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 00°12'13" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

APN 163-06-816-030

PARCEL V:

PARCEL "P"; ROS: 97/52

BEING A PORTION OF LOT 1-1 OF THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 95 OF SURVEYS, AT PAGE 82, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, SAID TOWNSHIP, BEING THE CENTERLINE INTERSECTION OF WEST SAHARA AVENUE AND FORT APACHE ROAD; THENCE SOUTH 89°47'47" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 6, COINCIDENT WITH THE CENTERLINE OF SAID WEST SAHARA AVENUE, 717.97 FEET; THENCE NORTH 00°12'13" WEST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 90.00 FEET TO THE NORTHERLY BOUNDARY LINE OF COMMON ELEMENT 18-1-1A, AS SHOWN ON THAT PLAT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 83, SAME BEING THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1-1, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT D AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 163-06-816-035 (portion)
b. 163-06-816-034 ; 163-06-816-036
c. 163-06-816-019 ; 163-06-816-031
d. 163-06-816-027 ; 163-06-816-030

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: CC. 0123456789
Date of Recording: 10/1/02
Notes: 163-06-816-035

3. a. Total Value/Sales Price of Property \$ _____
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$ 0
d. Real Property Transfer Tax Due \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 1
b. Explain Reason for Exemption: Transfer from parent to subsidiary

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Martin H. Walcott, Jr. Capacity: Selling of Grantor

Signature: Martin H. Walcott, Jr. Capacity: Secretary of Manager of Company

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

Print Name: Triple Fox Development Group Control Ltd.
Address: 9440 W. Sahara Ave., Suite 240
City: Las Vegas
State: Nevada Zip: 89117

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

Print Name: Village Square Shopping Center, LLC
Address: 9440 W. Sahara Ave., Suite 240
City: Las Vegas
State: Nevada Zip: 89117

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

Print Name: LA VILLAS TITLE Crow #: _____
Address: 1210 S. Valley View
City: LV State: NV Zip: 89102

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

COUNTY, NEVADA, IN FILE 90 OF SURVEYS, AT PAGE 20; THENCE CONTINUING NORTH 00°12'13" WEST, DEPARTING SAID NORTHERLY BOUNDARY, SAID SOUTHERLY BOUNDARY, AND ALONG THE EASTERLY BOUNDARY OF SAID LOT D, 160.00 FEET; THENCE NORTH 06°45'53 EAST, DEPARTING SAID EASTERLY BOUNDARY, 90.67 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE FOLLOWING SIX (6) COURSES: (1) SOUTH 89°47'47" WEST, 398.32 FEET; (2) NORTH 00°12'13" WEST, 163.00 FEET; (3) NORTH 89°47'47" EAST, 201.70 FEET; (4) NORTH 24°47'47" EAST, 31.47 FEET; (5) NORTH 89°47'47" EAST, 183.32 FEET; (6) SOUTH 00°12'13" EAST, 191.52 FEET TO THE POINT OF BEGINNING.

APN: 163-06-816-027

PARCEL VI:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER COMMON AREA LOT EIGHTEEN-ONE-ONE A (18-1-1 A) OF AMENDED MAP OF PECCOLE RANCH AS SHOWN BY MAP THEREOF ON FILE IN BOOK 53 OF PLATS, PAGE 83, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL VII:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING AND INCIDENTAL PURPOSES CREATED BY THAT CERTAIN GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RECORDED JUNE 9, 1997 IN BOOK 970609 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 01924.

PARCEL VIII:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, AND PARKING AS CREATED BY THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS, AND EASEMENTS FOR PECCOLE RANCH, RECORDED MAY 10, 1990 IN BOOK 900510 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 430, AND PARTIALLY RE-RECORDED AUGUST 27, 1990 IN BOOK 900827 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS DOCUMENT NO. 428.

BEING A PORTION OF LOT 1-1 OF THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 95 OF SURVEYS, AT PAGE 82, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE INTERSECTION OF WEST SAHARA AVENUE AND FORT APACHE ROAD; THENCE NORTH $02^{\circ}01'37''$ WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 6, COINCIDENT WITH THE CENTERLINE OF SAID FORT APACHE ROAD, 593.32 FEET; THENCE SOUTH $89^{\circ}47'47''$ WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 65.03 FEET TO THE WESTERLY BOUNDARY LINE OF COMMON ELEMENT 18-1-1A AS SHOWN ON THAT PLAT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 83, SAME BEING THE EASTERLY BOUNDARY LINE OF SAID LOT 1-1, ALSO BEING THE NORTHERLY BOUNDARY OF LOT 1 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 89 OF SURVEYS, AT PAGE 51; THENCE CONTINUING SOUTH $89^{\circ}47'47''$ WEST, DEPARTING THE WESTERLY BOUNDARY OF SAID COMMON ELEMENT 18-1-1A AND THE EASTERLY BOUNDARY OF SAID LOT 1-1, AND ALONG SAID NORTHERLY BOUNDARY, 208.50 FEET; THENCE SOUTH $43^{\circ}14'50''$ WEST, DEPARTING SAID NORTHERLY BOUNDARY, 65.43 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH $00^{\circ}12'13''$ EAST, 110.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET; THENCE SOUTHWESTERLY, 149.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE SOUTH $89^{\circ}47'47''$ WEST, 75.06 FEET; THENCE NORTH $00^{\circ}12'13''$ WEST, 174.00 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 22.77 FEET; THENCE NORTH $00^{\circ}12'13''$ WEST, 17.52 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 35.79 FEET; THENCE NORTH $00^{\circ}12'13''$ WEST, 14.00 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 111.50 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 12, 2002 IN BOOK 20020612 AS INSTRUMENT NO. 02265 OF OFFICIAL RECORDS.

APN 163-06-816-019

PARCEL IV:

PARCEL "E"; ROS: 97/52

BEING A PORTION OF LOT 1-1 OF THAT RECORD OF SURVEY ON FILE IN THE

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I:

LOT 1—1 OF THAT "AMENDED PLAT OF WELLINGTON COMMERCIAL CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 82 OF PLATS, AT PAGE 86, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6 AND A PORTION OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 AND 8, SAID TOWNSHIP AND RANGE, BEING THE CENTERLINE INTERSECTION OF WEST SAHARA AVENUE AND FORT APACHE ROAD; THENCE SOUTH $89^{\circ}47'47''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 6, COINCIDENT WITH THE CENTERLINE OF SAID WEST SAHARA AVENUE, 637.97 FEET; THENCE NORTH $00^{\circ}12'18''$ WEST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 90.00 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY BOUNDARY LINE OF COMMON ELEMENT 18-1-1A AS SHOWN ON THAT OFFICIAL PLAT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, AT PAGE 83, SAME BEING THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1-1, ALSO BEING THE SOUTHWEST CORNER OF LOT "F" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, IN FILE 97 OF SURVEYS, AT PAGE 52;

THENCE CONTINUING NORTH $00^{\circ}12'13''$ WEST, DEPARTING SAID NORTHERLY BOUNDARY, SAID SOUTHERLY BOUNDARY, AND ALONG THE WEST BOUNDARY OF SAID LOT "F", 205.00 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 205.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 140.00 FEET; THENCE NORTHEASTERLY, 219.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE NORTH $00^{\circ}12'13''$ WEST, 158.02 FEET; THENCE NORTH $89^{\circ}47'47''$ EAST, 208.50 FEET TO A WESTERLY BOUNDARY OF SAID COMMON ELEMENT LOT 18-1-1A; THENCE NORTH $02^{\circ}01'37''$ WEST, ALONG SAID WESTERLY BOUNDARY, 64.61 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2065.00 FEET; THENCE NORTHERLY, 9.50 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}15'49''$ TO AN INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID INTERSECTION BEARS SOUTH $88^{\circ}14'12''$ WEST; THENCE SOUTH $89^{\circ}47'47''$ WEST, DEPARTING SAID WESTERLY BOUNDARY,

00°12'13" WEST, DEPARTING SAID NORTHERLY BOUNDARY, 205.00 FEET;
THENCE NORTH 89°47'47" EAST, 605.77 FEET TO THE BEGINNING OF A
CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
THENCE SOUTHEASTERLY, 23.56 FEET ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 00°12'13" EAST, 190.00
FEET TO THE SAID NORTHERLY BOUNDARY OF COMMON ELEMENT LOT 18-1-
1A; THENCE NORTH 89°47'47" EAST, ALONG SAID NORTHERLY BOUNDARY,
80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LOTS 01 AND 02, AS SHOWN ON A RECORD OF
SURVEY ON FILE IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE IN
FILE 97 OF SURVEYS, AT PAGE 52 AND LOT "N", AS SHOWN ON RECORD OF
SURVEY ON FILE IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE IN
FILE 90 OF SURVEYS, AT PAGE 49.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF
LAND:

BEING A PORTION OF LOT 1-1 OF THAT CERTAIN PLAT OF "AMENDED PLAT
OF WELLINGTON COMMERCIAL CENTER", ON FILE IN THE OFFICE OF THE
COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 82 OF PLATS, AT
PAGE 86, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST
QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 5, 6, 7 AND
8, SAID TOWNSHIP AND RANGE, SAME BEING THE CENTERLINE
INTERSECTION OF WEST SAHARA AVENUE AND FORT APACHE
ROAD;

THENCE SOUTH 89°47'47" WEST ALONG THE SOUTH LINE OF THE
SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 6, COINCIDENT WITH THE
CENTERLINE OF SAID WEST SAHARA AVENUE, 891.41 FEET;
THENCE NORTH 00°12'13" WEST, DEPARTING SAID SOUTH LINE AND SAID
CENTERLINE, 529.12 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 24°47'47" WEST, 28.83 FEET; THENCE SOUTH 89°47'47"
WEST, 201.70 FEET; THENCE NORTH 00°12'13" WEST, 17.99 FEET TO THE
WESTERLY BOUNDARY OF LOT 1-1 OF THAT "AMENDED PLAT OF
WELLINGTON COMMERCIAL CENTER", A COMMERCIAL SUBDIVISION, BOOK
82 OF PLATS, AT PAGE 86; THENCE NORTH 00°12'13" WEST, ALONG SAID
WESTERLY BOUNDARY OF LOT 1-1, A DISTANCE OF 294.67 FEET; THENCE
NORTH 41°08'04" WEST, CONTINUING ALONG SAID WESTERLY BOUNDARY
1.61 FEET; THENCE NORTH 89°47'47" EAST, DEPARTING SAID WESTERLY
BOUNDARY 66.05 FEET; THENCE SOUTH 00°12'13" EAST, 202.15 FEET;
THENCE NORTH 89°47'47" EAST, 148.88 FEET; THENCE SOUTH