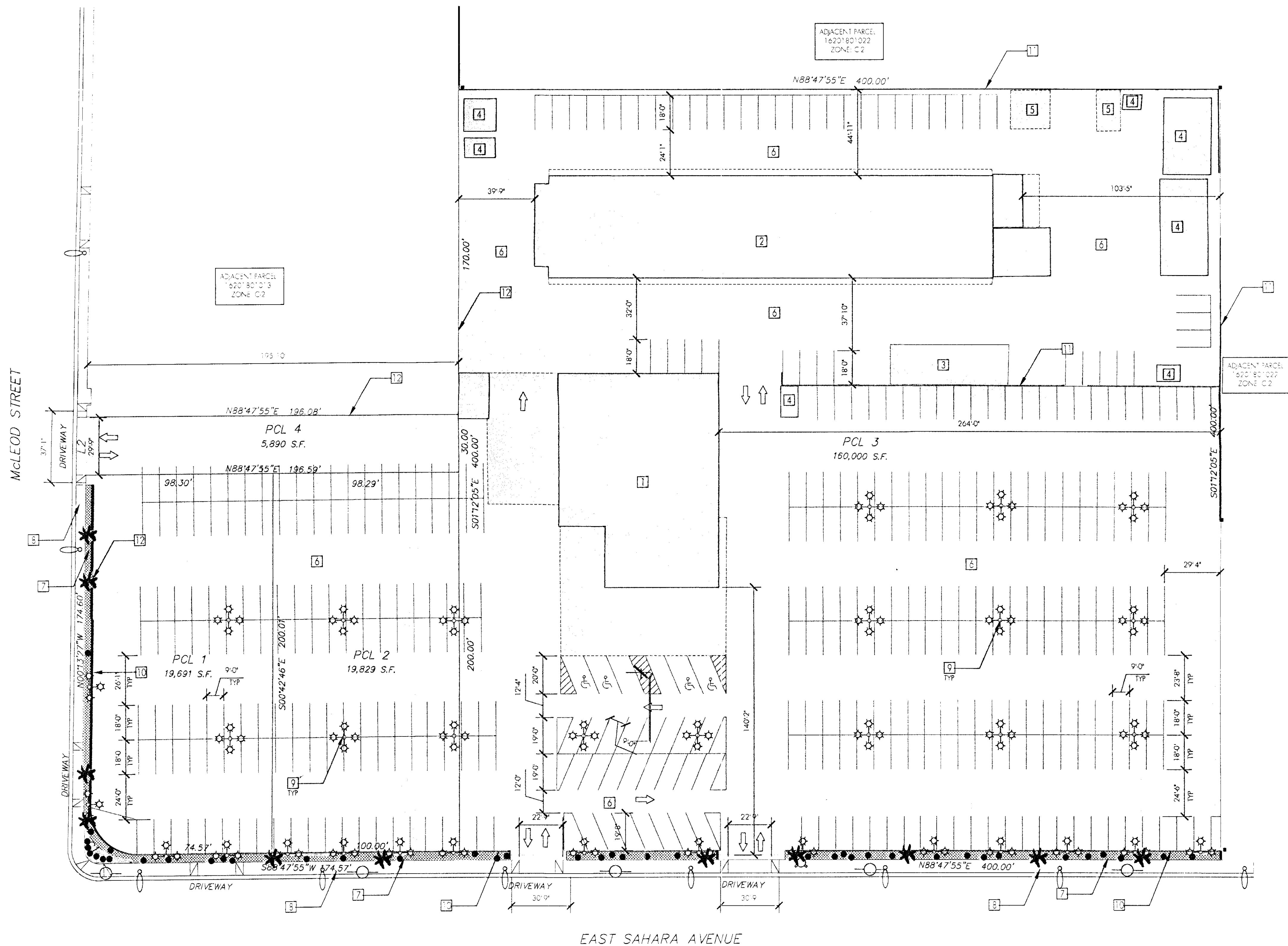




KEYNOTES

- 1 EXISTING MOTOR VEHICLE SALES BUILDING
- 2 EXISTING AUTO REPAIR BUILDING
- 3 EXISTING CARWASH
- 4 EXISTING SHED
- 5 EXISTING CANOPY
- 6 EXISTING ASPHALT PAVING
- 7 EXISTING LANDSCAPING - PALM TREES AND SHRUBS
- 8 EXISTING CONCRETE WALK
- 9 EXISTING PAVING
- 10 EXISTING BLOCK WALL - MAX HEIGHT 3 FEET
- 11 EXISTING BLOCK WALL - MAX HEIGHT 10 FEET
- 12 EXISTING CHAIN LINK FENCE - MAX HEIGHT 10 FEET

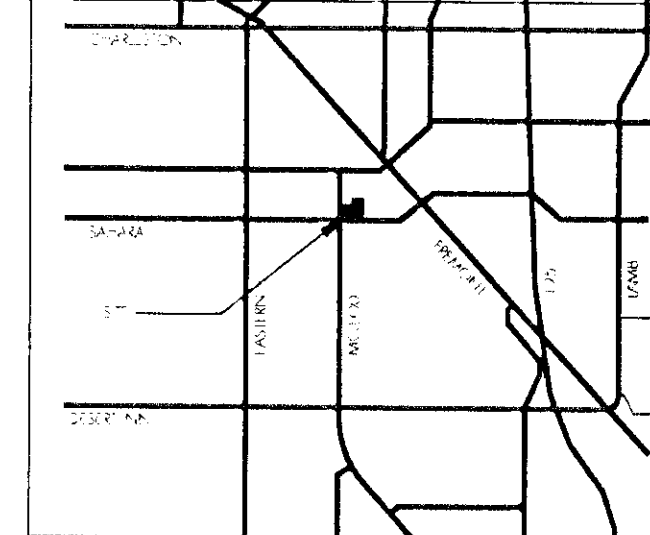
PARKING

MOTOR VEHICLE SALES, USED	18,747 SF
REQUIRED	1,500 SF = 38 STALLS
PROVIDED	40 STALLS
AUTO REPAIR, MINOR	13,490 SF
REQUIRED	1,200 SF = 5 = 73 STALLS
PROVIDED	75 STALLS

SITE DATA

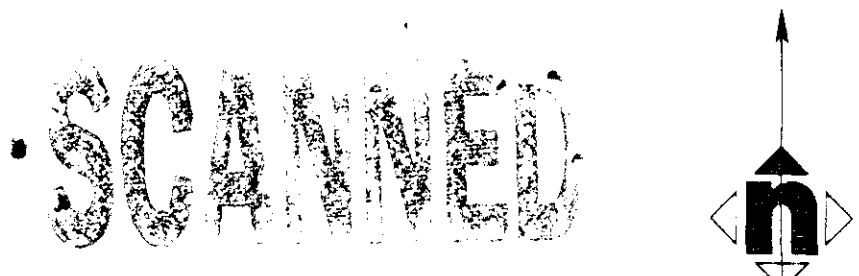
PARCEL	1620'80'0" E 1'9'20' S 2'
ADDRESS	3030 E SAHARA
LOCATION	LAS VEGAS - 89'04
ZONING	C2
LOT SIZE	0.14 + 0.44 + 0.46 = 3.57 = 4.57 ACRES
F.A.R.	1.637

VICINITY



SITE PLAN SCALE: 1"=30'

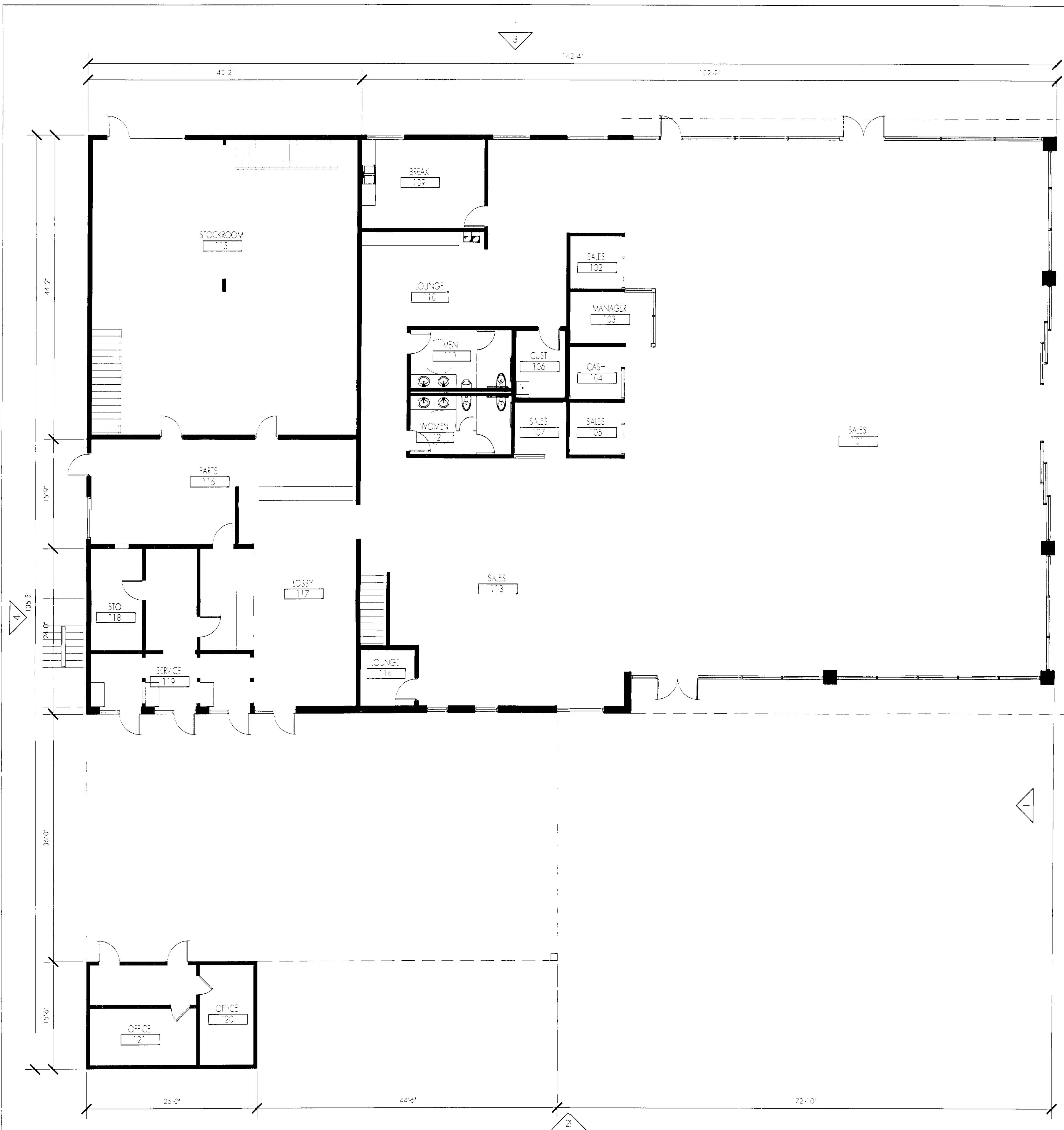
DRIVETIME CAR SALES COMPANY



RBA ARCHITECTURE December 9, 2010

SUP-40436 DEC 09 2010

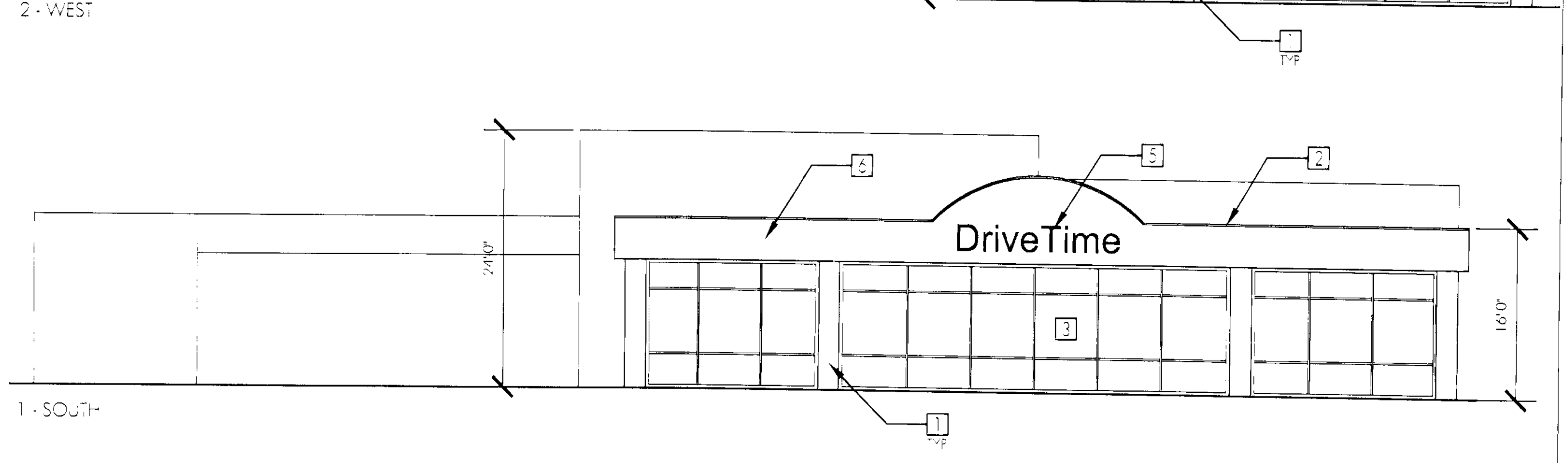
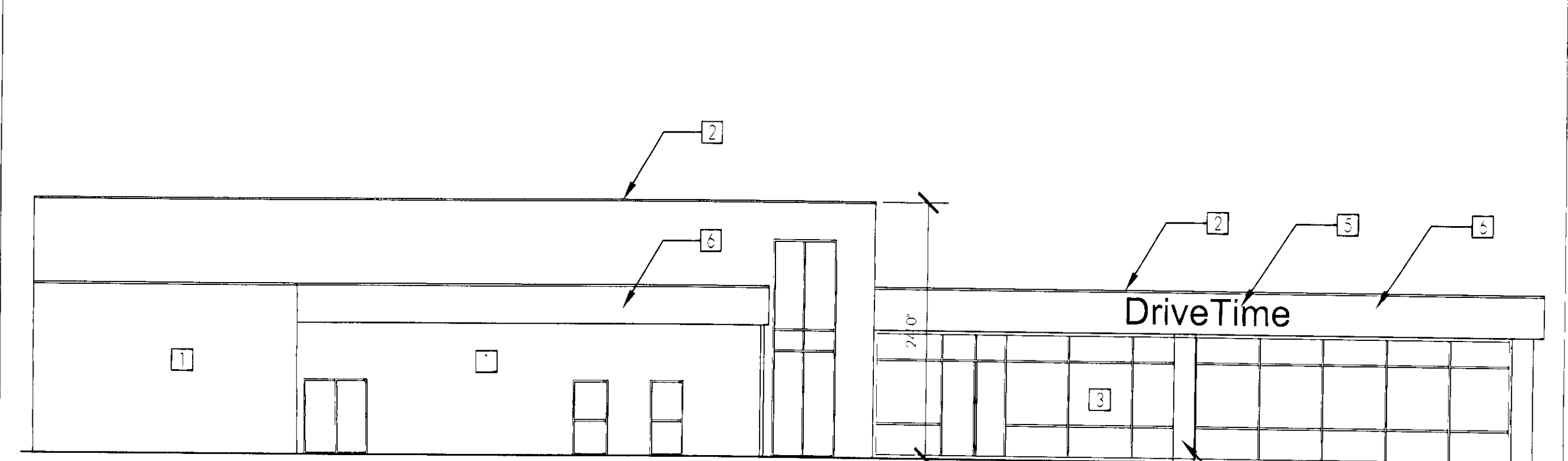
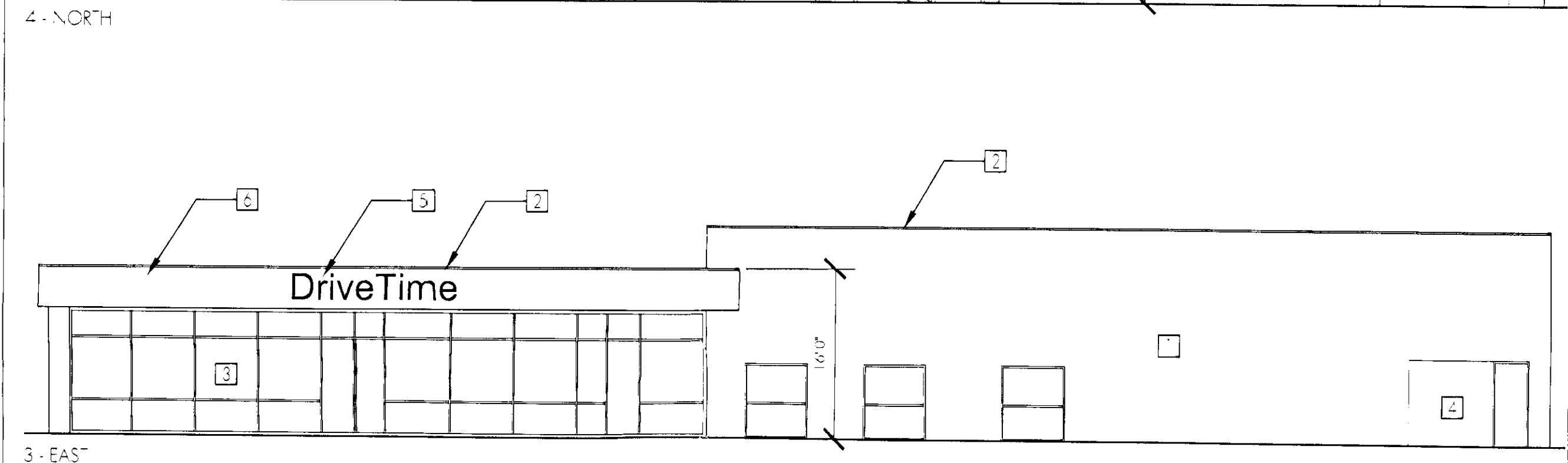
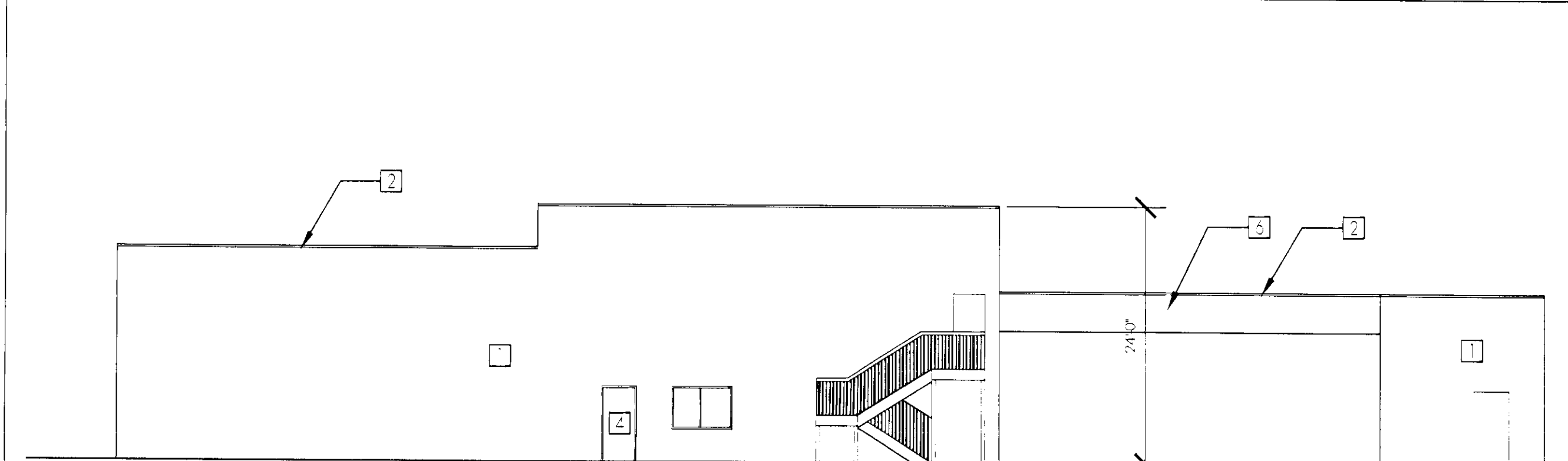
City of Las Vegas



KEYNOTES	
1	MASONRY - WHITE
2	METAL TRIM - BLACK
3	STOREFRONT WINDOW FRAME - SILVER
4	METAL DOOR - WHITE
5	BUILDING SIGNAGE
6	STUCCO FINISH - WHITE

BUILDING DATA	
AREA	
1ST FLOOR	12,034 SF
2ND FLOOR	6,713 SF
USE	NA
STORIES	TWO
OCCUPANTS	
1ST FLOOR	349 PERSONS
2ND FLOOR	23 PERSONS

NOTES



MOTOR VEHICLE SALES BUILDING FIRST FLOOR PLAN SCALE: 1/8" = 1'-0"

DRIVETIME CAR SALES COMPANY

ELEVATIONS SCALE: 1/8" = 1'-0"

SCANNED

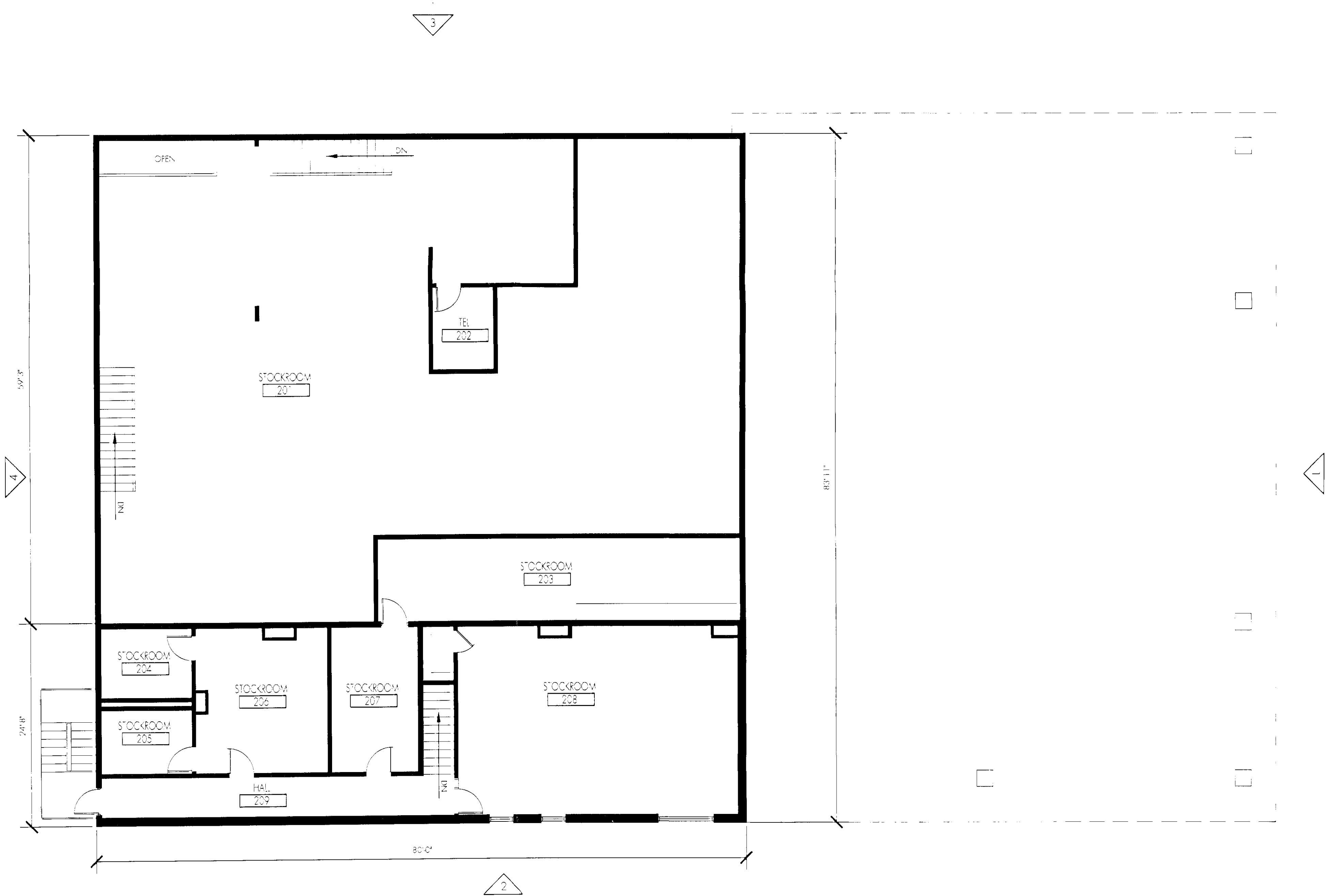
SUP-40436
01/25/11 PC

RBA ARCHITECTURE December 9, 2010

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BUILDING DATA	
AREA	
1 ST FLOOR	12,034.5 ^{sq}
2 ND FLOOR	6713.9 ^{sq}
JOB	M
STORES	TWO
OCCUPANTS	
1 ST FLOOR	349 PERSONS
2 ND FLOOR	23 PERSONS

NOTES

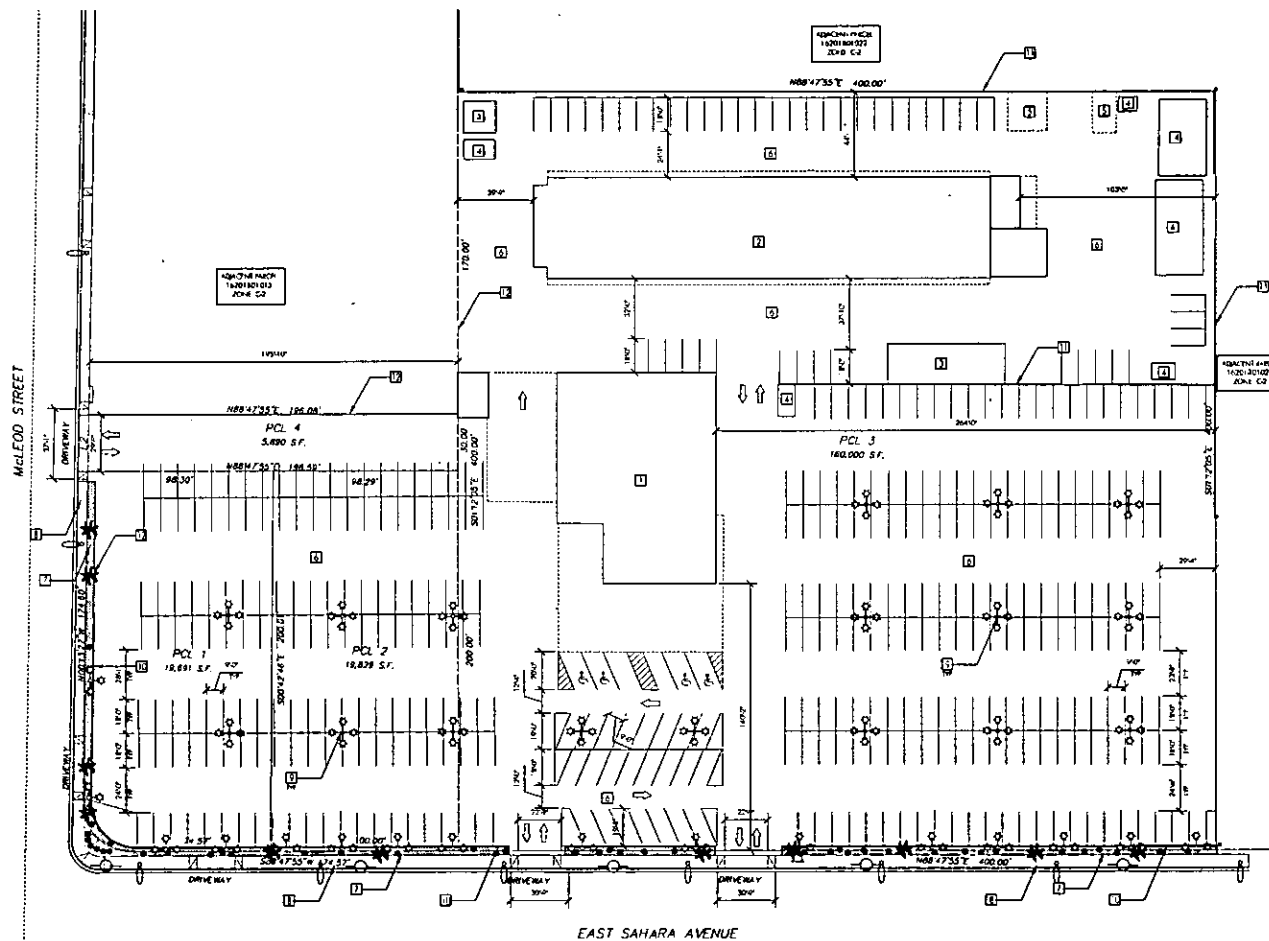


MOTOR VEHICLE SALES BUILDING SECOND FLOOR PLAN SCALE: 1/8" = 1'-0"

DRIVETIME CAR SALES COMPANY

SCALE:





KEYNOTES

- 1 EXISTING MOTOR VEHICLE SALES BUILDING
- 2 EXISTING HAND TRUCK BUILDING
- 3 EXISTING CANOPY
- 4 EXISTING DRIVEWAY
- 5 EXISTING ASPHALT DRIVEWAY
- 6 EXISTING DRIVEWAY
- 7 EXISTING DRIVEWAY
- 8 EXISTING DRIVEWAY
- 9 EXISTING DRIVEWAY
- 10 EXISTING DRIVEWAY
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- 97 EXISTING DRIVEWAY
- 98 EXISTING DRIVEWAY
- 99 EXISTING DRIVEWAY
- 100 EXISTING DRIVEWAY

PARKING

NUMBER OF CAR SPACES	10,747 SF
REQUIRED	1,500 SF - 38 SPACES
PROVIDED	40 SPACES
NUMBER OF TRUCK SPACES	15,000 SF
REQUIRED	1,500 SF - 38 SPACES
PROVIDED	75 SPACES

SITE DATA

PROJECT	16201 BODIE, 16, 20, 21
CLIENT	DRIVETIME CAR SALES COMPANY
DESIGNER	RBA ARCHITECTURE
DATE	10/10/2010
SCALE	1" = 30'

VICINITY



SITE PLAN SCALE: 1"=30'

DRIVETIME CAR SALES COMPANY

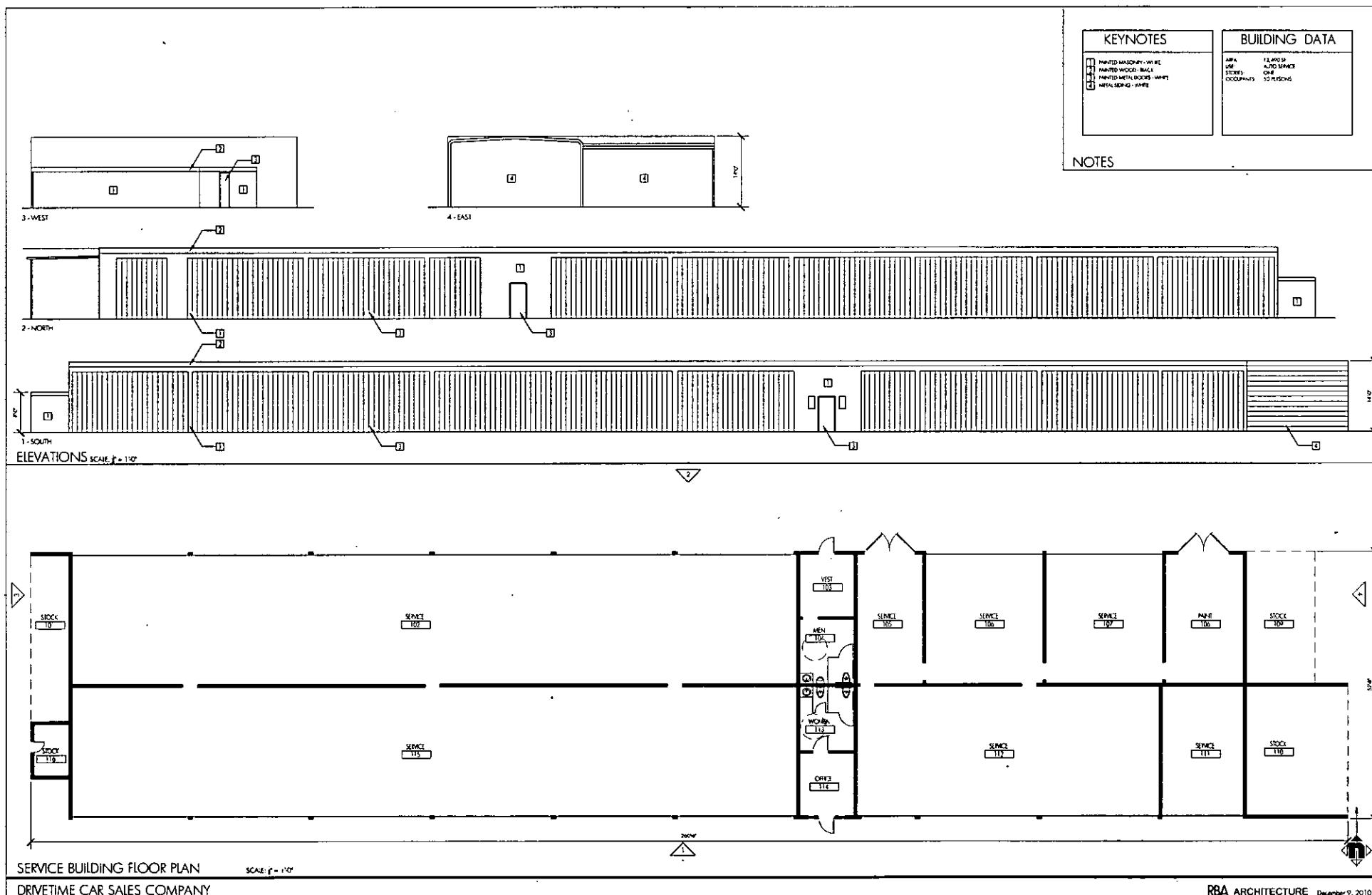
SUP-40436

RBA ARCHITECTURE December 9, 2010

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City of Las Vegas



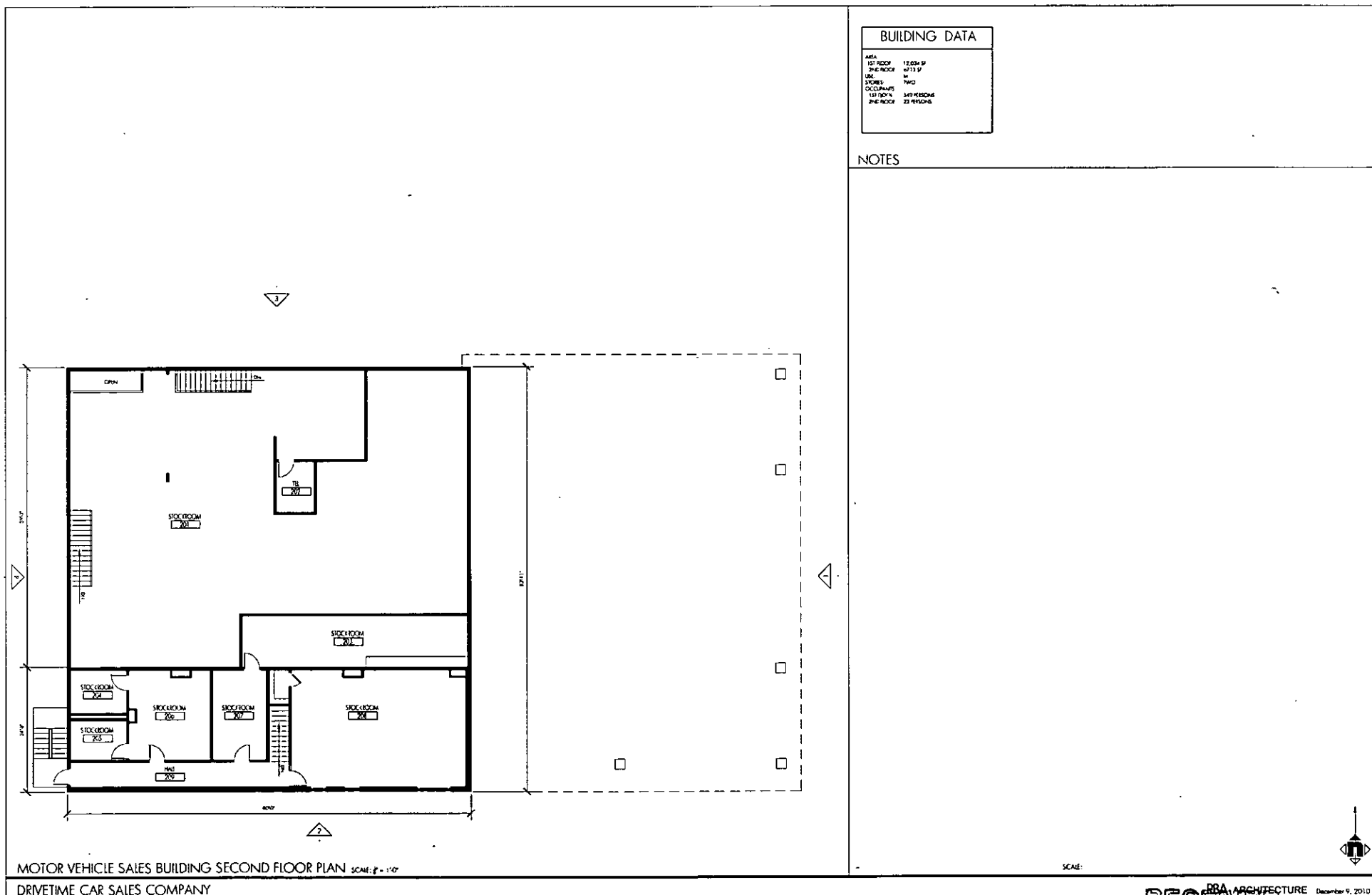
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RECEIVED

SUP-40436

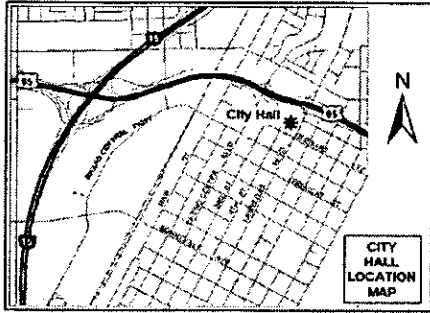
DEC 09 2010

City of Las Vegas

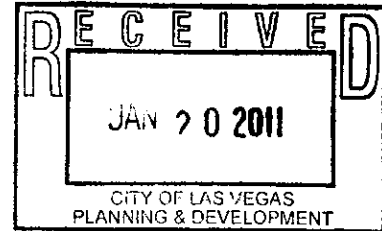


City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



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.

SUP-40436

Planning Commission Meeting of 1/25/2011

Case: SUP-40436
16201801013
WARD LINDA LEE REVOCABLE LIV TR
11278 WINTER COTTAGE PL
LAS VEGAS NV 89135-1702

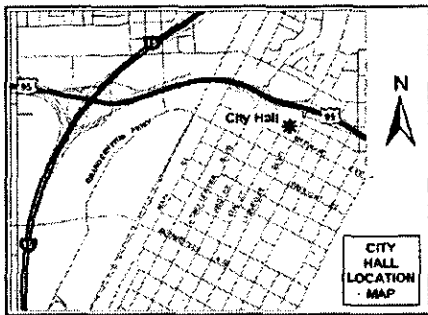
36 KRDFNP1 89135



15
A

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

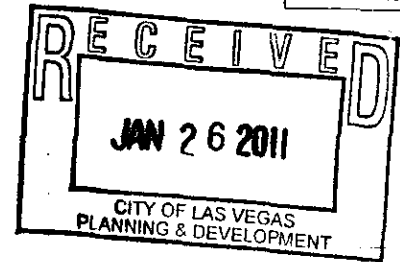
☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-40436

Planning Commission Meeting of 1/25/2011

PRSR
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



16201801022
FAIRWAY CHEVROLET COMPANY
3222 E SAHARA AVE
LAS VEGAS NV 89104-4304

Case: SUP-40436

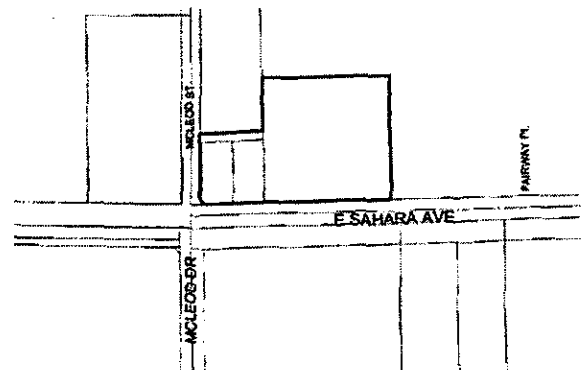
27 KRCFNP1 89104



Application Information

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: DRIVETIME CAR SALES COMPANY, LLC -
OWNER: BILL HADEN, INC. - Request for a Special Use Permit
FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE
SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-
801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward
3 (Reese). *ALLOWING A USED CAR DEALER TO
OPERATE IN WHAT IS A ZONED NEW VEHICLE
FRANCHISE BUILDING WILL CREATE AN UNFAIR
ADVANTAGE. THE USED CAR DEALER WILL BENEFIT
FROM THE ADVERTISING OF 5 NEW CAR FRANCHISES
WITHOUT THE SAME FINANCIAL COMMITMENT
AND INVESTMENT. FURTHER IT IS OUR
UNDERSTANDING THAT THE USED CAR
DEALER WILL OPERATE ON SUNDAYS WHILE
THE NEW CAR DEALERSHIPS ARE REQUIRED
TO BE CLOSED. WE ARE NOT OPPOSED IF
THE STANDARDS REQUIRED TO RENOVATE ARE THE
SAME AS WHAT WAS REQUIRED OF US AND THE*

Application Location



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

Public Hearing Information

Meeting: Planning Commission
Date: January 25, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.
*DEALER AGREES TO FOLLOW THE RULES IMPOSED ON NEW CAR DEALERS
AND BE CLOSED ON SUNDAYS.*



CITY OF LAS VEGAS

Linda Hartman-Maynard
Building and Safety Department – Permits Review
333 North Rancho
Las Vegas, NV 89106
Voice – (702) 229-6899
Fax – (702) 382-1240
Email – lmaynard@lasvegasnevada.gov

Date:	3/9/2011	To: Randy Bames
Fax Number:	(702) 407-5148	Company: RBA Architecture
Voice Number:	(702) 990-2325	randy@rlbarc.com
CLV Project Number:	41145-C-11	
Description:	Drivetime Car Sales 1 st Review Comments	

I reviewed the above referenced project for *Planning only*. The following comments and/or corrections must be addressed to complete the plans review. Please submit a *written response* to each of the items listed below and *two sets of revised drawings (three sets are required if the project number starts with C)*.

1. Please demonstrate compliance with Condition of Approval number 5 from Special Use Permit (SUP-40436), which states: These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
2. Please revise the submitted site to depict the handicap accessible spaces properly striped pursuant to 1992 CABO/ANSI A117.1, Section 4.6, and the City of Las Vegas Planning and Development Department Title 19.10(G)(3)(a). One handicap space shall be van accessible and shall be 108" wide, plus two adjacent access aisles. One access aisle shall be a minimum of 96" in width; the second may be a minimum 60" in width. Accessible spaces shall have two adjacent access aisles, each a minimum of 60" in width. Two accessible parking spaces may share a common access aisle. Spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility in accordance with the requirements of LVMC 11.52.135. The required signage shall not be obscured by a vehicle parked in the space.
3. Concrete wheel stops or curbing at least six inches high and six inches shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or

curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

4. Pursuant to the Conditions of Approval for SUP-40436, added condition A: The applicant shall submit a landscape plan to staff for review and approval prior to the issuance of a Certificate of Occupancy.

Please be advised that there may be additional comments from other plans examiners or agencies that could affect the project. Additionally, your response may trigger more comments from me or other plans examiners. Should you have any questions, please feel free to contact me.

Pre-Application Conference		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST				PLANNING & DEVELOPMENT		
Item Required								
YES	NO							
		APPLICATION PACKET (REQUIRED FOR EACH APPLICATION)						
☒	☐	Application(s) signed and notarized by property owner(s) or authorized agent(s) for all subject lots	Visit the CLV website for blank application, SOFI & DINA forms, and justification letter info @ http://www.lasvegasnevada.gov/ (Follow - "I Want To..." -> "Apply for -> Planning Applications")	Appl. Type	Fees			
☒	☐	Statement(s) of Financial Interest (SOFI) signed and notarized by property owner(s) or authorized agent(s) for all subject lots			Application	Notification	Recordation	Sub-Total
☒	☐	Detailed justification letter						
☐	☒	Development Impact Notice and Assessment (DINA)						
☒	☐	Project of Regional Significance (PRS)						
☒	☐	Grant deed and legal description (from County Assessor; may be available online at: http://www.accessclarkcounty.com/depts/Assessor/Pages/assessor.aspx)		\$	\$	\$	\$	
☒	☐	Meeting notes and checklist signed by city planner (Originals, plus 1 copy for each additional application)		\$	\$	\$	\$	
☐	☒	Copy of Business License(s)	Subtotal:					\$
☐	☒	Neighborhood Meeting (see General Plan submittal req's for details) - Add neighborhood meeting fee: Applicant only to notify, add \$0; Mailing labels only, add: \$50; Full notification, add: \$500		\$	-		\$	
☐	☒	Photo Reproduction of the Color & Materials Board per Site Development Plan Review Submittal Requirements	Grand Total All Fees:					\$830
REQUIRED DRAWINGS MUST BE 11" X 17" MINIMUM TO 24" X 36" MAXIMUM PAGE SIZE ALL SUBMITTED PLANS AND ELEVATIONS MUST BE LEGIBLE AND DRAWN TO SCALE (UNLESS OTHERWISE INDICATED)								
SITE PLAN								
☒	☐	North arrow, scale, and vicinity map	Folded Plans (5, plus 1 per application):				6	
☒	☐	All property lines and present dimensions labeled	Colored, Rolled Plans:				1	
☒	☐	All building setbacks labeled	Reduced Copy (8-1/2"x11" B/W; 1 per application):				1	
☒	☐	All adjacent existing land uses and street names labeled	NOTES:					
☒	☐	All points of ingress and egress shown						
☒	☐	ADA accessibility requirements shown/labeled						
☒	☐	Parking standard(s) utilized: Motor Vehicle Sales (Used)						
☒	☐	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								
☐	☒	North arrow, scale, and vicinity map	Folded Plans (1 per application as applicable):				0	
☐	☒	All property lines and present dimensions labeled	Colored, Rolled Plans:				0	
☐	☒	All required perimeter landscape planters shown	Reduced Copy (8-1/2"x11" B/W; 1 per application):				0	
☐	☒	All required parking lot fingers/islands shown	NOTES:					
☐	☒	Quantity, size, species/variety of all trees, shrubs, and ground cover						
BUILDING ELEVATIONS								
☐	☒	Scale and building dimensions labeled	Folded Plans (1 per application as applicable):				0	
☐	☒	North, south, east, and west elevations of all buildings	Colored, Rolled Plans:				0	
☐	☒	All building materials and colors noted	Reduced Copy (8-1/2"x11" B/W; 1 per application):				0	
☐	☒	8" x 10" photo of original color and material board	NOTES:					
☐	☒	All wall sign locations shown and sizes noted						
FLOOR PLANS								
☒	☐	Scale and building dimensions labeled	Folded Plans (1 per application as applicable):				1	
☒	☐	North arrow and scale	Rolled Plans:				1	
☒	☐	All building entrances/exits shown	Reduced Copy (8-1/2"x11" B/W; 1 per application):				1	
☒	☐	Use of all rooms noted/labeled	NOTES:					
☒	☐	Maximum Occupancy (per I.B.C.)						
☒	☐	Seating Capacity (where applicable)						
CONTINUED NEXT PAGE								

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City of Las Vegas

Pre-Application
Conference

Item Required

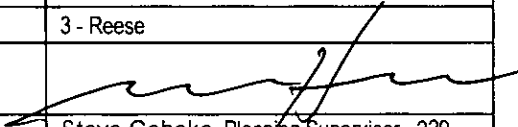
YES

NO

CITY OF LAS VEGAS
Planning & Development Department
SUBMITTAL CHECKLIST (CONT.)



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

Owner / Applicant / Representative:	DriveTime Car Sales Company, LLC	Application Type(s):	Special Use Permit
APN(s):	162-01-801-018; 019; 020; and 021	Application Purpose:	Motor Vehicle Sales (Used)
Location:	NEC of Sahara Ave & McCleod St	Pre-App. Meeting Date:	12/02/10
Ward:	3 - Reese	Submittal Deadline:	12/09/10 - no later than 2:00 pm
Planner's Signature:		Earliest PC / CC Meeting Dates:	01/25/11 PC - 02/16/11 CC (Cycle 1)
Planner:	Steve Gebeke, Planning Supervisor - 229-5410/ Mike Howe, Planner I - 229-6821		

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.

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



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11

Project Name: DriveTime - 3000 E. Sahara Ave. Motor Vehicle Sales (Used)

APN(s):	162-01-801-018; 019; 020; and 021	Pre-app Date:	12/03/10
Location:	NEC of Sahara Avenue & McCleod St	Meeting Location:	DSC 1st Floor Conference Room - 1B
Ward #:	3 - Reese	Acres:	6.5
		Time:	11:00 a.m.

Applicant Info:	DriveTime Car Sales Company, LLC		
	Phone: (702)-	Fax: (702)-	Email:
Representative Info:	Erin McMullen - Snell & Wilmer, LLP		
	Phone: (702)-784-5269	Fax: (702)-784-5252	Email: emcmullen@swlaw.com
Ownership Info:			Last Change of Ownership Date:
	Phone: (702)-	Fax: (702)-	Email:

Existing Use:	Motor Vehicle Sales (New)	
Proposed Use:	Motor Vehicle Sales (Used)	
General Plan:	Existing:	GC (General Commercial) with PF (Public Facilities) on APN 162-01-801-013
	Proposed:	SC (Service Commercial)
Zoning:	Existing:	C-2 (General Commercial)
	Proposed:	No change proposed
Special Area, Master Plans, and / or Overlay Districts that Apply:	N/A	
	Special Land Use Designation (per plan, if applicable): N/A	

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

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

Name	Company/Department	Phone	Fax	Email
1. Steve Gebeke	CLV- Planning & Development	229-5410		
2.				
3.				
4.				
5.				
6.	CLV - Finance (Business License)	229-6321	383-0769	
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

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City of Las Vegas

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



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

Meeting Notes:

1. Applicant proposes to operate Motor Vehicle Sales (Used) from location that had previously operated a Motor Vehicle Sales (New) use from 3030 E. Sahara Ave (Business License #A16-00001, OOB 09/08/2010).
2. 2301 McCleod St (APN 162-01-801-013) maintains PF (Public Facility) land use, which will require a General Plan Amendment and Site Development Review (to address landscape deficiencies) if within the limits of the proposal.
3. Motor Vehicle Sales (Used) is an increase in the intensity of use from new vehicle sales and requires an approved Special Use Permit in the C-2 (General Commercial) zoning district.
4. **Minimum Special Use Permit Requirements for Motor Vehicle Sales (Used):**
 1. The minimum site area designated for this use shall be 25,000 square feet.
 2. The installation and use of an outside public address or bell system is prohibited.
 3. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.
 4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
 5. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
 6. Accessory automobile rental is permitted.
5. **On-site Parking Requirement:** One space for each 500 square feet of enclosed gross floor area designated for this use. Vehicles that are on display or for sale may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this Table 2. The parking and storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

-- 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**

CC

P/L 154/150

Report of All Selected Parcels**Case Number:** SUP-40436**Printed On:** Thu: December 16, 2010

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
AGEEFF FEODOR	3050 E ST LDUIS AVE LAS VEGAS NV	16201810014
AGUILAR GUADALUPE R & MARY L	3001 SCARLET OAK AVE LAS VEGAS NV	16201811008
AL-KHARAFI NASSER	2551 W ST NO LAS VEGAS NV	16201711045
ALVAREZ VICTOR	3112 HOLLY HILL AVE LAS VEGAS NV	16201812033
ANDERSON ROBERT E JR	2924 E ST LOUIS AVE LAS VEGAS NV	16201810007
ARIAS CUAHTEMOC & SANDRA	624 BADLANDS AVE HENDERSON NV	16201811001
ARROWHEAD ARMORED L L C	2601 MCLEOD DR LAS VEGAS NV	16212102005
ARROWHEAD ARMORED L L C	2601 MCLEOD DR LAS VEGAS NV	16212102006
ARTIGAS MARITZA	3124 SCARLET OAK AVE LAS VEGAS NV	16201812031
AVILES VICTOR & ROSA	2904 SCARLET OAK AVE LAS VEGAS NV	16201811042
BARAJAS ARMANDO	2917 HOLLY HILL AVE LAS VEGAS NV	16201812005
BEAUDRY DEBORAH A	3105 HOLLY HILL AVE LAS VEGAS NV	16201812019
BEJARANO RIGOBERTO & JOSE	3013 HOLLY HILL AVE LAS VEGAS NV	16201812010
BRUNO FAMILY TRUST	630 TOY LN BOSQUE FARMS NM	16201812052
CANTWELL BERNARD & CHARLOTTE E	2904 ST LOUIS AVE LAS VEGAS NV	16201810002
CARDENAS CARLOS X	2917 SCARLET OAK AVE LAS VEGAS NV	16201811005
CARY JAMES A & CATHERINE M	3033 HOLLY HILL AVE LAS VEGAS NV	16201812015
CASTRO SILVIA	3025 HOLLY HILL LAS VEGAS NV	16201812013
CHANG HSING LIANG & DO CHEN	3000 SCARLET OAK AVE LAS VEGAS NV	16201811036
CHAPMAN LAS VEGAS L L C	1150 N 54TH ST CHANDLER AZ	16212501005
CHIAO KAO CHEN	3105 SCARLET OAK AVE LAS VEGAS NV	16201811020
CHIAO KAO CHEN	3105 SCARLET OAK LAS VEGAS NV	16201811006
CHIAO KAO CHEN	3105 SCARLETT OAK AVE LAS VEGAS NV	16201811015
CHIAO KAO-CHEN	3105 SCARLETT OAK AVE LAS VEGAS NV	16201811018
CONTRERAS JUAN M & ARACELI REYES	2913 HOLLY HILL AVE LAS VEGAS NV	16201812004
CORTEZ ROYDER	3100 SCARLET OAK AVE LAS VEGAS NV	16201811024
COX BRENDA ILENE	3040 HOLLY HILL AVE LAS VEGAS NV	16201812037
CRAIG MICHAEL D & ELAINE F	16630 ARMSTRON WOODS DR GUERNEVILLE CA	16201812039
CRUZ MORENA A	2901 E ST LOUIS AVE LAS VEGAS NV	16201714002
DALEY TOM & LESLIE	%CSK AUTO CORP STORE #2842 %THOMSON REUTERS PTS P O BOX 061160 CHICAGO IL	16212102003
DEFLOREZ BEATRICE NAVARRO	3121 SCARLET OAK AVE LAS VEGAS NV	16201812023
DELACERDA ANTONIO & MARIA	2916 SCARLET OAK AVE LAS VEGAS NV	16201811039

Report of All Selected Parcels**Case Number:** SUP-40436**Printed On:** Thu: December 16, 2010

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
DELATORRE JOSE MANUEL & JOSE F	4824 BEACONSFIELD ST LAS VEGAS NV	16212112046
DELATORRE MARIA LUISA & FORTINO	3116 HOLLY HILL AVE LAS VEGAS NV	16201812032
DELATORRE RAMON & TERESA	1355 WIND COVE ST LAS VEGAS NV	16201811035
DENNISON ALICE L	3009 E ST LOUIS AVE LAS VEGAS NV	16201711032
DERBY JERRY L	3001 HOLLY HILL AVE LAS VEGAS NV	16201812007
DIAZ JOSE GUADALUPE & ROSA	2912 E ST LOUIS AVE LAS VEGAS NV	16201810004
DONALD MICHAEL M & MARY J	3017 SCARLET OAK AVE LAS VEGAS NV	16201811012
DOUBLE E INVESTMENTS L L C	3105 E SAHARA AVE LAS VEGAS NV	16212501003
DUARTE GILBERTO & ALMA	3100 E ST LOUIS AVE LAS VEGAS NV	16201810019
DUFFY FAMILY TRUST	7595 IRONWOOD KNOLL AVE LAS VEGAS NV	16201811030
DUTCH TRUST	152 BONANZA DR CARSON CITY NV	16212102007
EQUITY GIBRALTAR INVEST CORP	952 SONGBIRD LN BONITA CA	16201810013
ESCALERA PATRICIA & JUAN	3024 HOLLY HILL AVE LAS VEGAS NV	16201812040
ESCOBEOO EDMUNDO & P FAM TR	3008 HOLLY HILL AVE LAS VEGAS NV	16201812044
ESPINOZA CLEMENTE	1412 FRANKLIN AVE LAS VEGAS NV	16201812035
ESPINOZA EPIFANIO MEZA & MARTHA	3113 SCARLET OAK AVE LAS VEGAS NV	16201811022
ESPINOZA-BLANCAS ROBERTO	3005 E ST LOUIS AVE LAS VEGAS NV	16201711031
ESQUEDA ISABEL	2916 HOWARD DR LAS VEGAS NV	16201711033
F A ACQUISITIONS III L L C	630 S 4TH ST LAS VEGAS NV	16212501011
FAIR PAVINEE	3105 SCARLET OAK AVE LAS VEGAS NV	16201811028
FAIRWAY CHEVROLET COMPANY	3222 E SAHARA AVE LAS VEGAS NV	16201801022
FERNANDEZ MARIA T	2917 E ST LOUIS AVE LAS VEGAS NV	16201711001
FIGUEROA MANUEL	1912 SILVER BIRCH LN LAS VEGAS NV	16201711002
FLASTER JUOY A LIVING TRUST	3041 HOLLY HILL AVE LAS VEGAS NV	16201812017
FLORES EULOGIO & ROSARIO	3029 SCARLET OAK AVE LAS VEGAS NV	16201811014
G I H M L L C	10439 RIVINGTON CT LONE TREE CO	16212102002
GAMEROS ARGELIA M	3020 SCARLET OAK AVE LAS VEGAS NV	16201811031
GAMETT FAMILY TRUST	2924 SCARLET OAK AVE LAS VEGAS NV	16201811037
GAONA VICENTE & ELVIRA	1917 SILVER BIRCH LN LAS VEGAS NV	16201711029
GARCIA PEDRO A & ROSARIO	2916 HOLLY HILL AVE LAS VEGAS NV	16201812048
GARCIA-VASQUEZ RAFAEL	3101 SCARLET OAK AVE LAS VEGAS NV	16201811019
GIRON JUAN J & MIRTHA L	3040 SCARLET OAK AVE LAS VEGAS NV	16201811026

Report of All Selected Parcels**Case Number:** SUP-40436**Printed On:** Thu: December 16, 2010

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
GODINEZ IGNACIO & MARIA L	2909 SCARLET OAK AVE LAS VEGAS NV	16201811003
GODINEZ JOSE & SILVIA	2905 SCARLET OAK AVE LAS VEGAS NV	16201811002
GOMEZ ROSA L	3133 SCARLET OAK AVE LAS VEGAS NV	16201812026
GONZALEZ GUADALUPE D	2908 HOLLY HILL AVE LAS VEGAS NV	16201812050
GONZALEZ-MENA FERNANDO A	3132 SCARLET OAK AVE LAS VEGAS NV	16201812029
GUERRA JOSE ROLANDO	3041 SCARLET OAK AVE LAS VEGAS NV	16201811017
GUERRA-ESCALERA JOSE L	3021 HOLLY HILL AVE LAS VEGAS NV	16201812012
GUTIERREZ MARIA DEL CARMEN J	3020 HOLLY HILL AVE LAS VEGAS NV	16201812041
HADEN BILL INC	%L A SALO CPA LTD 2625 WIGWAM PKWY #106 HENDERSON NV	16201801020
HADEN BILL INC	%L A SALO CPA LTD 2625 WIGWAM PKWY #106 HENDERSON NV	16201801018
HADEN BILL INC	%L A SALO CPA LTD 2625 WIGWAM PKWY #106 HENDERSON NV	16201801021
HADEN BILL INC	%L A SALO CPA LTD 2625 WIGWAM PKWY #106 HENDERSON NV	16201801019
HANSON DONALD G	3016 SCARLET OAK AVE LAS VEGAS NV	16201811032
HARDWICK S TRUST	3028 SCARLET OAK AVE LAS VEGAS NV	16201811029
HERINK FAMILY 1996 TRUST	900 TONI LAS VEGAS NV	16201811010
HERNANDEZ ANTONIO	3125 SCARLET OAK AVE LAS VEGAS NV	16201812024
HERNANDEZ ROSA E	3012 SCARLET OAK AVE LAS VEGAS NV	16201811033
HOM AREY	2912 SCARLET OAK AVE LAS VEGAS NV	16201811040
HOWARD IRIS J REVOCABLE LIV TR	4479 WOODCREST RD LAS VEGAS NV	16212112048
HURST IRMA MAE	3066 E ST LOUIS AVE LAS VEGAS NV	16201810018
J A M PROPERTIES INTL L L C	3863 S VALLEY VIEW BLVD #5 LAS VEGAS NV	16201810016
JIMENEZ JUAN	2913 SCARLET OAK AVE LAS VEGAS NV	16201811004
JONES FLETCHER SR TRUST	7300 W SAHARA AVE LAS VEGAS NV	16212512001
LIPPERT RUTH	2905 E ST LOUIS AVE LAS VEGAS NV	16201714004
LOPEZ ISMAEL & ALEIDA	3012 HOLLY HILL AVE LAS VEGAS NV	16201812043
LOPEZ NESTOR	3008 SCARLET OAK AVE LAS VEGAS NV	16201811034
LOZOYA JUAN & ALMA	2908 SCARLET OAK AVE LAS VEGAS NV	16201811041
LUCIO JUAN CARLOS	3004 E ST LOUIS AVE LAS VEGAS NV	16201810009
MADI ADAM A	2925 HOWARD DR LAS VEGAS NV	16201711044
MAITA GUILLERMO & RAQUEL	3012 E ST LOUIS AVE LAS VEGAS NV	16201810011
MARTINEZ MANUEL & DUBINA	2912 HOLLY HILL AVE LAS VEGAS NV	16201812049
MARTINEZ OSCAR	3016 E ST LOUIS LAS VEGAS NV	16201810012

Report of All Selected Parcels**Case Number:** SUP-40436**Printed On:** Thu: December 16, 2010

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
MASSEY CONNIE RAE ADAMS	1921 SILVER BIRCH LN LAS VEGAS NV	16201711030
MCLELLAN LOUIS CURTIS	4001 S DECATUR #37-195 LAS VEGAS NV	16201810001
MICKENS CLAUDIA A	2821 E ST LOUIS AVE LAS VEGAS NV	16201314006
MONTES MARIO & ROSA E	3000 E ST LOUIS AVE LAS VEGAS NV	16201810008
MORRIS WANDA	3013 SCARLET OAK AVE LAS VEGAS NV	16201811011
NAVA AGUSTIN	3005 SCARLET OAK AVE LAS VEGAS NV	16201811009
NEVADA FEDERAL CREDIT UNION	P O BOX 15400 LAS VEGAS NV	16212501010
NISSE BUTCH	3008 E ST LOUIS AVE LAS VEGAS NV	16201810010
OSBORNE KENNETH TRUST	10660 S RANCHO DESTINO RD LAS VEGAS NV	16201812046
PAYAN HECTOR	2908 E ST LOUIS AVE LAS VEGAS NV	16201810003
PENA-ROMERO JAVIER	2817 E ST LOUIS AVE LAS VEGAS NV	16201314005
PONCE ALVARO & NORMA	3029 HOLLY HILL AVE LAS VEGAS NV	16201812014
PRINDL JASON & KATIE WATTERS	11433 PARKERSBURG AVE LAS VEGAS NV	16201812003
PUCKDEE PANIDA	3036 SCARLET OAK AVE LAS VEGAS NV	16201811027
RAMOS JAVIER	1500 N 19TH ST MONROE LA	16201812042
RAVAS JANET	2920 HOLLY HILL AVE LAS VEGAS NV	16201812047
REL P VEGAS L L C	%RD MGT LLC 810 7TH AVE 10TH FLR NEW YORK NY	16212102004
REYES JEAN E	2876 KLINGER CIR LAS VEGAS NV	16212112047
RIDLEN LARRY	3009 HOLLY HILL AVE LAS VEGAS NV	16201812009
ROJAS MANUEL	3108 HOLLY HILL AVE LAS VEGAS NV	16201812034
ROJAS MIRIAM E	3004 HOLLY HILL AVE LAS VEGAS NV	16201812045
ROMERO LUIS & YOLANDA	2813 E ST LOUIS AVE LAS VEGAS NV	16201314004
ROMERO MARIA I	3036 HOLLY HILL AVE LAS VEGAS NV	16201812038
ROMERO MARIA I & SILVINO	3109 SCARLET OAK AVE LAS VEGAS NV	16201811021
ROMERO MARIA ISABEL	3109 SCARLET OAK AVE LAS VEGAS NV	16201811016
ROMERO NANCY LIZETTE	3100 HOLLY HILL AVE LAS VEGAS NV	16201812036
RUBIO CARLOS	2825 E ST LOUIS AVE LAS VEGAS NV	16201714001
RUIZ ANTONIO HERNANDEZ ETAL	3129 SCARLET OAK AVE LAS VEGAS NV	16201812025
RUSSELL WILLIAM S	P O BOX 43186 LAS VEGAS NV	16201812016
SALAZAR ALVARO	3117 SCARLET OAK AVE LAS VEGAS NV	16201812022
SALAZAR ANDRES & MIRTALA	2920 E ST LOUIS AVE LAS VEGAS NV	16201810006
SALAZAR MARCELO	3104 SCARLET OAK AVE LAS VEGAS NV	16201811023

Report of All Selected Parcels**Case Number:** SUP-40436**Printed On:** Thu: December 16, 2010

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
SALDIVAR CARLOS A & OSBELIA	2925 SCARLET OAK AVE LAS VEGAS NV	16201811007
SALINAS MIGUEL A	3044 SCARLET OAK AVE LAS VEGAS NV	16201811025
SANCHEZ CLAUDIA B	2904 HOLLY HILL AVE LAS VEGAS NV	16201812051
SHERRILL EDNA	3101 HOLLY HILL AVE LAS VEGAS NV	16201812018
SIERRA MOBILE PK CO	1940 W ORANGEWOOD AVE #209 ORANGE CA	16212501004
SMITH FAMILY TRUST	3114 SCARLET OAK AVE LAS VEGAS NV	16201812021
SMITH ROBERT E & DOREEN A	3109 HOLLY HILL AVE LAS VEGAS NV	16201812020
STATE OF NEVADA BLDG & GROUNDS	CARSON CITY NV	16201402006
STATE OF NEVADA BLDG & GROUNDS	% DIVISIONS OF STATE LANDS CARSON CITY NV	16201402008
STATE OF NEVADA DIV OF LANDS	201 S FALL ST #120 CARSON CITY NV	16201402004
STMARIE EMMET J	3969 ROYAL VIKING WY LAS VEGAS NV	16212112049
TARIN MOHAMMED M & ROSA FLOR	3054 E ST LOUIS AVE LAS VEGAS NV	16201810015
UBALDE FERNANDO A	2900 DCARLET OAK AVE LAS VEGAS NV	16201811043
UHLE & PARTNERS L L C	P O BOX 1104 LAYTON UT	16201714003
UREMOVICH MARK ANTHONY	3021 SCARLET OAK AVE LAS VEGAS NV	16201811013
USA	%63RD ARMY RESERVE %AFRC-CCA-EN 4 235 YORKTOWN AVE LOS ALAMITOS CA	16201402005
VALERAS FATIMA	3062 E ST LOUIS AVE LAS VEGAS NV	16201810017
VELARDE ALEJO GARCIA	2901 HOLLY HILL AVE LAS VEGAS NV	16201812001
VELASCO JUAN J	3017 HOLLY HILL AVE LAS VEGAS NV	16201812011
VERA-MELCHOR VERONICA	2920 SCARLET OAK AVE LAS VEGAS NV	16201811038
WALLACE ESMA C	2921 HOLLY HILL AVE LAS VEGAS NV	16201812006
WARD LINDA LEE REVOCABLE LIV TR	11278 WINTER COTTAGE PL LAS VEGAS NV	16201801013
WELTY LINDA	3128 SCARLET OAK AVE LAS VEGAS NV	16201812030
WONG GING BEW & SU HUA HUANG	6084 VILLA TRIESTE CT LAS VEGAS NV	16201812002
ZEPEDA OTTO & JUANA	3005 HOLLY HILL AVE LAS VEGAS NV	16201812008
ZUNINO OSVALDO LIVING TRUST	3575 TIOGA WY LAS VEGAS NV	16201810005



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

March 8, 2011

Mr. James Haden
Bill Haden, Inc.
2625 Wigwam Parkway, Suite #106
Henderson, Nevada 89074

RE: SUP-40436 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 16, 2011

Dear Mr. Haden:

The City Council at a regular meeting held February 16, 2011, APPROVED the request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2011.

Added Conditions:

- A. The applicant shall submit a landscape plan to staff for review and approval prior to the issuance of a Certificate of Occupancy.
- B. The installation and use of an outdoor loudspeaker or public address system shall not be permitted.
- C. The hours of operation shall be limited as follows: Monday through Thursday from 10:00 a.m. to 8:00 p.m., Friday and Saturday from 8:00 a.m. to 8:30 p.m., and the dealership shall be closed on Sunday.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Motor Vehicle Sales, (Used) use.
2. Conformance to the approved conditions for Rezoning (Z-0071-77) and Plot Plan Review (Z-0071-77).
3. This approval shall be void two years 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.
4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. James Haden
SUP-40436 – Page Two
March 8, 2011

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
6. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.
7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,



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



Flinn Fagg
Acting Director
Planning Department

cc: Mr. Steven Johnson
Drive Time Car Sales Company, LLC
4020 East Indian School Road
Phoenix, Arizona 85018

Mrs. Erin McMullen
Snell & Wilmer, LLP
3883 Howard Hughes Parkway, Suite #1100
Las Vegas, Nevada 89169



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

January 26, 2011

Mr. James Haden
Bill Haden, Inc.
2625 Wigwam Parkway, Suite #106
Henderson, Nevada 89074

**RE: SUP-40436 - SPECIAL USE PERMIT
PLANNING COMMISSION MEETING OF JANUARY 25, 2011**

Dear Mr. Haden:

Your request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward 3 (Reese), was considered by the Planning Commission on January 25, 2011.

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

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Motor Vehicle Sales, (Used) use.
2. Conformance to the approved conditions for Rezoning (Z-0071-77) and Plot Plan Review (Z-0071-77).
3. This approval shall be void two years 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.
4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.
5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

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

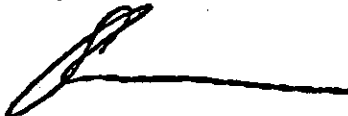
VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. James Haden
SUP-40436 - Page Two
January 26, 2011

6. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.
7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This item will be considered by the City Council on **February 16, 2011**, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Steven Johnson
Drive Time Car Sales Company, LLC
4020 East Indian School Road
Phoenix, Arizona 85018

Mrs. Erin McMullen
Snell & Wilmer, LLP
3883 Howard Hughes Parkway, Suite #1100
Las Vegas, Nevada 89169

CITY OF LAS VEGAS	
ONE MOTION / ONE VOTE	
	Planning and Development Department
	Case Planning Division
	333 North Rancho Drive, 3rd Floor
	Las Vegas, Nevada 89107
(702) 229-6301 Phone (702) 385-7268 Fax	

SUP-40436 - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC -
SUBJECT: OWNER: BILL HADEN, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **JANUARY 25, 2011** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to **Carman Burney** at (702) 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM **JANUARY 24, 2011**.

Steven P. John
 Signature

January 19, 2011
 Date

Steven P. John - In House Counsel
 Please Print Name

DriveTime Car Sales Company, LLC
 Company Name

Sincerely,

Steve Gebcke, AICP
 Planning Supervisor
 Case Planning Division



January 13, 2011

Mr. James Haden
Bill Haden, Inc.
2625 Wigwam Parkway, Suite #106
Henderson, Nevada 89074

**RE: SUP-40436 - SPECIAL USE PERMIT
PLANNING COMMISSION MEETING OF JANUARY 25, 2011**

Dear Mr. Haden:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **January 25, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P.M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, January 19, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 731 South Fourth Street to request your copies.

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

Sincerely,

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

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Steven Johnson
Drive Time Car Sales Company, LLC
4020 East Indian School Road
Phoenix, Arizona 85018

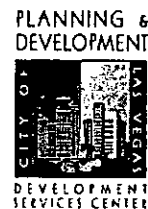
Mrs. Erin McMullen
Snell & Wilmer, LLP
3883 Howard Hughes Parkway, Suite #1100
Las Vegas, Nevada 89169

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



CASE NUMBER: SUP-40436

MEETING DATE: 01/25/11 PC

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing. 102



[Signature]
Signature

1-13-11
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.



12
ie Zoning
the first



SATARA


Signature

1-13-11
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.



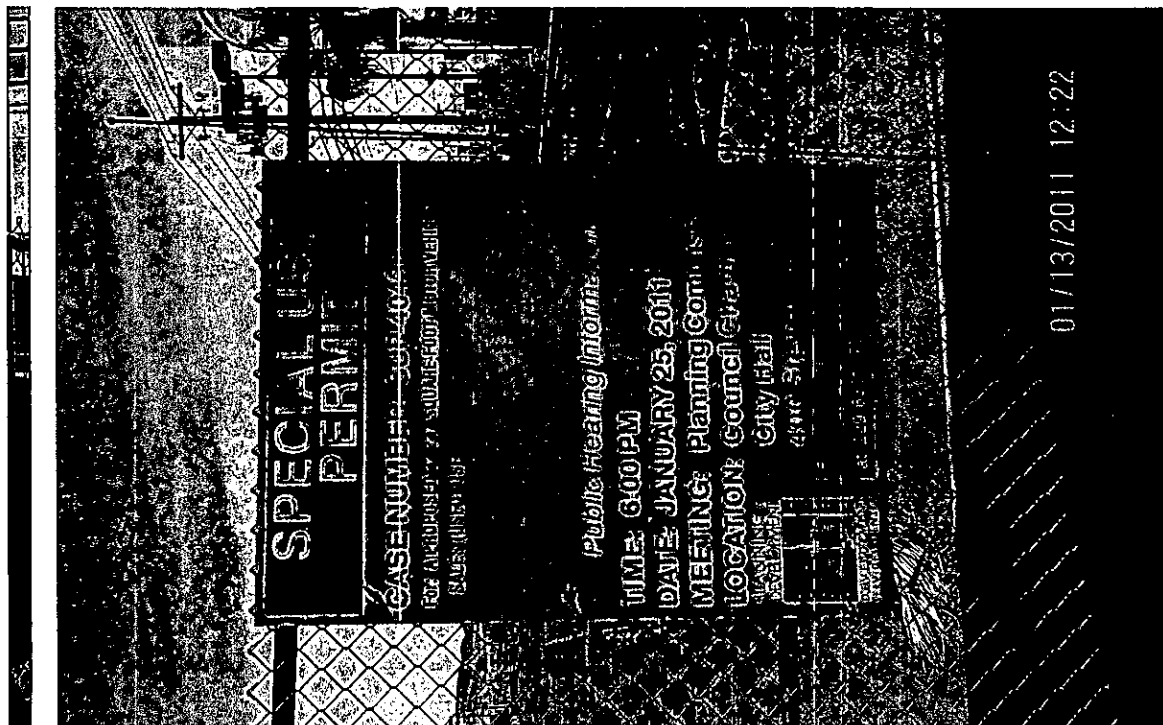
CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



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2e2
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Date

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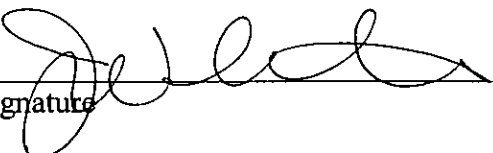


CASE

MEET

Sign P
Code, w
schedule




Signature

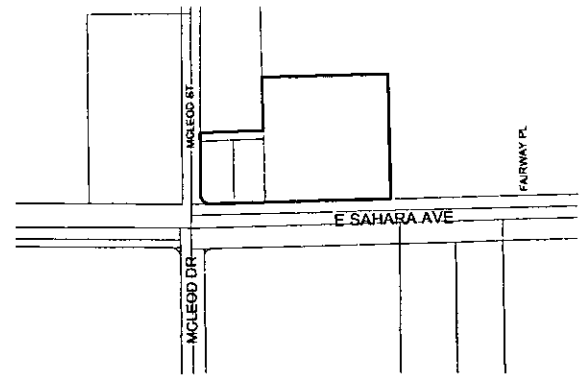
1-13-11
Date

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Application Information

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: DRIVETIME CAR SALES COMPANY, LLC -
OWNER: BILL HADEN, INC. - Request for a Special Use Permit
FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE
SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-
801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward
3 (Reese).

Application Location



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

Public Hearing Information

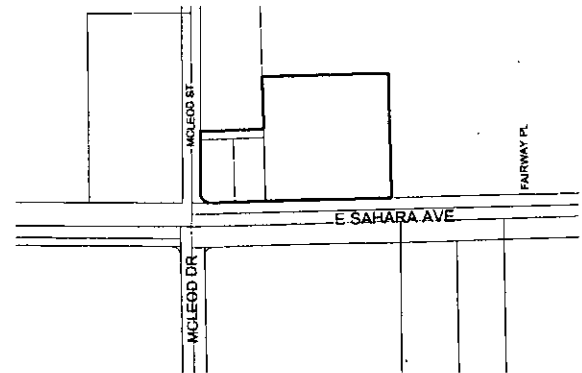
Meeting: Planning Commission
Date: January 25, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Information

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: DRIVETIME CAR SALES COMPANY, LLC -
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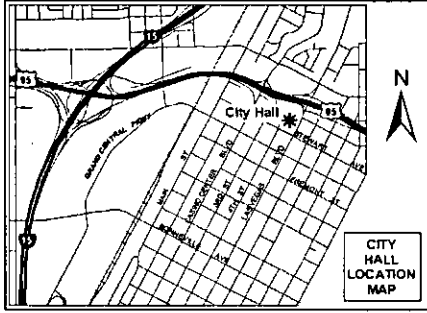
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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

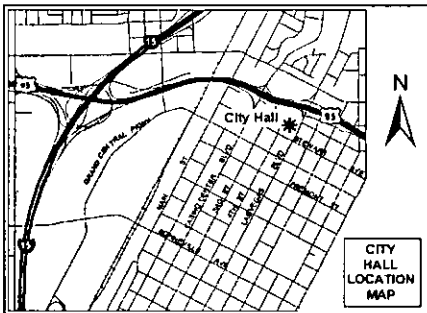
Please use available blank space on card for your comments.

SUP-40436

Planning Commission Meeting of 1/25/2011

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.

SUP-40436

Planning Commission Meeting of 1/25/2011

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: January 25, 2011.

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

SUP-40436

Charlestonwood Apartments

Crestwood NA

Oasis Ridge Apartments

Palm Terrace Apartments

Showboat NA

Summer Place Apartments

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; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekk, Survey (FM, PM, & A's only)
Date: January 3, 2011
Re: **SUP-40436** Drivetime Car Sales 3030 E. Sahara Ave.
Request for a Special Use Permit for a 32,237 square-foot Motor Vehicle Sales (used)

Comments:

We have no objection to the request for a Special Use permit for a proposed 32,237 square-foot motor vehicle sales (used) use at 3030 East Sahara Avenue.

Carman Burney

From: Adam Stubbs [A8048S@LVMPD.COM]
Sent: Monday, December 20, 2010 12:54 PM
To: Carman Burney; Nora Lares
Subject: 01/25/2011 DINA/PRS

I have reviewed the 01/25/2011 DINA/PRS and the following are my comments:

SUP-40225 DINA - No significant impact to law enforcement at this time.

SUP-40259 DINA - No significant impact to law enforcement at this time.

SUP-40407 DINA - No significant impact to law enforcement at this time.

SUP-40436 DINA - No significant impact to law enforcement at this time.

Respectfully,

Adam Stubbs

Police Officer

Office of Intergovernmental Services

Las Vegas Metropolitan Police Department

A8048S@lvmpd.com <<mailto:A8048S@lvmpd.com>>

Office: (702) 828-5538

Cell: (702) 587-1469

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM REQUEST FOR COMMENT

FROM: PLANNING AND DEVELOPMENT

SUP-40436

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC
FIRE ENGINEERING	OZZIE MIRKHAH	DSC
*FLOOD CONTROL (DPW)	ALBERT SUNG	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	RICK SCHROEDER	DSC

ROUTED ELECTRONICALLY

<CCSD>	LINDA PERRI	4190 McLeod Drive, 2nd Floor
METRO	BRIAN O'CALLAGHAN	7th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2nd FLOOR CITY HALL
*TEFO (DPW)	REBECCA WHITLOCK	2900 RONEMUS
*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 ROGER BAILEY, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT < US MAIL DELIVERY>**

SUP
12/09/2010

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



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

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC. - Request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward 3 (Reese).

PLANNING COMMISSION: JANUARY 25, 2011
CITY COUNCIL: FEBRUARY 16, 2011

PLANNING SUPERVISOR: STEVE GEBEKE



PUBLIC HEARING

Comments Due: DECEMBER 22, 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 12/09/2010 03:11 PM

Submitted By

Page 1

A/P # 40436 SPECIAL USE PERMIT

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	12/09/2010 13:10	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

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC - Request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021),C-2 (General Commercial) zoning district, Ward 3 (Reese).

Parent A/P #

Project # 40436 Project/Phase Name DRIVETIME USED CAR SALES Phase #
Size/Area 4.69 ACRESize Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 16201801020

Location

Owner/Tenant

Contact ID AC1552513 Name HADEN BILL INC Organization % L A SALO CPA LTD
Mailing Address 2625 WIGWAM PKWY #106 State/Province NV
City HENDERSON Country
ZIP/PC 89074-7326 Evening Phone
Day Phone Mobile #
Fax ☐ Foreign

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

3030 E SAHARA AVE
LAS VEGAS, 89104-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

16201801018
16201801019
16201801020

Report Date 12/09/2010 03:11 PM

Submitted By

Page 2

A/P Linked Parcels

16201801021

Applicants/Contacts

Primary N Capacity OWNER Contact ID AC1552513 ☐ Foreign
Effective Expire
Name HADEN BILL INC
Day Phone Eve Phone Organization % L A SALO CPA LTD
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 2625 WIGWAM PKWY #106
HENDERSON, NV 89074-7326
Seasonal Addr

Valid From To
Comments No Comments

Primary N Capacity APPL Contact ID AC1649457 ☐ Foreign
Effective Expire
Name DRIVE TIME CAR SALES INC
Day Phone (602)778-5003 x Eve Phone Organization
Pager PIN # Position
Fax (602)778-5025 Mobile Profession
E-Mail
Address 4020 E INDIAN SCHOOL RD
PHOENIX, AZ 85018-5220
Seasonal Addr

Valid From To
Comments Steven Johnson

Primary Y Capacity OTHER Other REP Contact ID AC1187146 ☐ Foreign
Effective Expire
Name SNELL & WILMER
Day Phone (702)784-5200 x Eve Phone Organization
Pager PIN # Position
Fax (702)784-5252 Mobile Profession
E-Mail
Address 3883 HOWARD HUGHES PARKWAY
STE 1000
LAS VEGAS, NV 89109
Seasonal Addr

Valid From To
Comments Erin McMullen 784-5269

Contractors

No Contractors

Item Description

Item Status

Check Fees	Fees Successful
NOTIFICATION & ADVERTISING FEE (\$500.00)	Paid
PROCESSING FEE (\$500.00)	Paid

City of Las Vegas

400 Stewart Ave
Las Vegas, NV 89101-2927

SUP Application

Report Date 12/09/2010 03:11 PM

Submitted By

Page 3

Item Description

Item Status

RECORDING OF NOTICE OF ZONING ACTION (\$30.00)	Paid
Check Inspections	Inspections Successful
Check Reviews	Reviews Failed
422237 B&S PLAN #1 (BUILDING&SAFETY PLAN REVIEW)	Incomplete
422235 DEVCO #1 (DEVELOPMENT COORDINATION)	Incomplete
422246 FIRE ENG #1 (FIRE PROTECTION ENGINEERING)	Incomplete
422238 FLOOD #1 (FLOOD CONTROL)	Incomplete
422245 LAND DEV #1 (LAND DEVELOPMENT)	Incomplete
422236 NEIGH P&S #1 (NEIGHBORHOOD PLAN & SUPPORT)	Incomplete
422244 ROW #1 (RIGHT-OF-WAY)	Incomplete
422243 SEWER #1 (COLLECTION SYSTEMS PLANNING)	Incomplete
422242 SID #1 (SPECIAL IMPROVEMENT DISTRICT)	Incomplete
422241 SURVEY #1 (SURVEY)	Incomplete
422240 TEFO #1 (TRAFFIC ENG FIELD OPERATIONS)	Incomplete
422239 TRAFFIC #1 (TRAFFIC ENGINEERING)	Incomplete
Check Conditions	Conditions Successful
Z-LEGAL (LEGAL DONE?)	No affect on stage
Check Alert Conditions	Alert Conditions Failed
(SIGNPRO-MEMO SENT TO POST DT)	
(SIGNPRO-SIGN POSTED DATE)	
(PT-ENTER THE # OF LABELS)	
(ASSIGN CASE TO A PLANNER)	
(AT-COMplete DRT PROCESS)	
(PT-NOTIFICATION MAP DATE)	
(AT-ROUTE PLANS FOR REVIEW)	
(AT-SEND PUB HEARING NOTICE)	
(AT-SEND TO REVIEW JOURNAL)	
(PT-SIZE OF NOTIFICATION AREA)	
(STAFF RECOMMENDATION)	
Check Licenses	Not Checked
Check Children Status	Children Successful
Check Open Cases	0

Fees

Status

Paid Date

Amount

NOTIFICATION & ADVERTISING FEE	P	12/09/2010 13:21	500.00
RECORDING OF NOTICE OF ZONING ACTION	P	12/09/2010 13:24	30.00
PROCESSING FEE	P	12/09/2010 13:24	500.00

Total Unpaid

0.00

Total Paid

1030.00

Review Activities
Review #
Comments

Review Type

#

Status

Valued

Issued

Started

Completed

Comp By

422235	DEVCO	1	Incomplete	☐	12/09/2010 15:11		
422236	NEIGH P&S	1	Incomplete	☐	12/09/2010 15:11		
422237	B&S PLAN	1	Incomplete	☐	12/09/2010 15:11		
422238	FLOOD	1	Incomplete	☐	12/09/2010 15:11		
422239	TRAFFIC	1	Incomplete	☐	12/09/2010 15:11		

Report Date 12/09/2010 03:11 PM

Submitted By

Page 4

Review Activities Review # Comments	Review Type	#	Status	Valued	Issued	Started	Completed	Comp By
422240	TEFO	1	Incomplete	☐	12/09/2010 15:11			
422241	SURVEY	1	Incomplete	☐	12/09/2010 15:11			
422242	SID	1	Incomplete	☐	12/09/2010 15:11			
422243	SEWER	1	Incomplete	☐	12/09/2010 15:11			
422244	ROW	1	Incomplete	☐	12/09/2010 15:11			
422245	LAND DEV	1	Incomplete	☐	12/09/2010 15:11			
422246	FIRE ENG	1	Incomplete	☐	12/09/2010 15:11			

Activity Review Details

Detail SUBMITTAL CHECKLIST (SUP)

Modified By BSTICKA

Modified Date/Time 12/09/2010 13:04

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y	Pre-Application Conference Checklist	Y	Site Plan (6 Folded Blue Lines, 1 Rolled Colored)
Y	Application/Petition Form	Y	Floor Plan, If Applicable (1 Folded, 1 Rolled)
Y	Deed and Legal Description	Y	Laser Print Site Plan
Y	Justification Letter	Y	Laser Print Floor Plan
Y	DINA (Not Always Required)	Y	Statement of Financial Interest

Y Business Licensing Requirements Met

Y Business License Exempt

Check Conditions Condition Supervisor Required	Approval Approval	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
Z-LEGAL N				980608	12/09/2010 15:11	

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

There is no planning condition for this project.

Report Date 12/09/2010 03:11 PM

Submitted By

Page 5

SPECIAL USE PERMIT

N DINA Required? Y Will this go to the City Council? Hearing Type
Y Project of Regional Significance? Public or Admin? PUBLIC
N Parent Project link required? Is there a condition of approval for a Required Review?
Type of Use If yes, when does it need to be reviewed?
MOTOR VEHICLE SALES (USED)
N Is this an Alcohol related Use? Staff Recommendation Entitlement Exercised?

Meeting Information

Meeting Information Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	ND Votes	ABSTENTIONS
01/25/2011	PC	SCHEDULED		0	0	0
BSTICKA	12/09/2010					

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

No children exist for this project

Employee Employee ID	Last	First	Mi	Comments
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No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
---------------------------	-------------	------------	-------	------	-------

PAYMNT	CO NAME WHO PICKED UP CONTACT#	890381	12/09/2010 13:24		0.00
ERIN MC MULLEN; SNELL & WILMER LLP CK#776903; \$830 AND CK#001092 \$200; 702-784-5269;					

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
 Project Address (Location) 3000 E. Sahara Ave. and 3030 E. Sahara Ave.
 Project Name DriveTime Car Sales Company, LLC Proposed Use Motor Vehicle Sales (Used)
 Assessor's Parcel #(s) 162-01-801-018; 019; 020; and 021 Ward # 3 - Reese
 General Plan: existing GC proposed GC Zoning: existing C-2 proposed C-2
 Commercial Square Footage 32,237 total sq. ft. Floor Area Ratio 1:6.37
 Gross Acres 4.71 acres Lots/Units N/A Density N/A
 Additional Information _____

PROPERTY OWNER Bill Haden, Inc. Contact James Haden
 Address 2625 Wigwam Parkway #106 Phone: _____ Fax: _____
 City Henderson State NV Zip 89074
 E-mail Address hadenj@lvtechs.com

APPLICANT DriveTime Car Sales Company, LLC Contact Steven Johnson
 Address 4020 E. Indian School Road Phone: (602) 778-5003 Fax: (602) 778-5025
 City Phoenix State AZ Zip 85018
 E-mail Address Steven.Johnson@drivetime.com

REPRESENTATIVE Snell & Wilmer, LLP Contact Erin McMullen
 Address 3883 Howard Hughes Parkway, Suite 1100 Phone: (702) 784-5269 Fax: (702) 784-5252
 City Las Vegas State NV Zip 89169
 E-mail Address emcmullen@swlaw.com

Property Owner Signature* _____

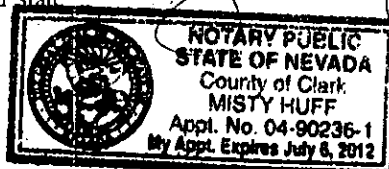
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James Haden - Assignee

Subscribed and sworn before me

This 8 day of December, 2010

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>50P-40436</u>
Meeting Date:	<u>1/25/11</u>
Total Fee:	<u>\$1,030</u>
Date Received:	<u>12/9/10</u>
Received By:	<u>B. S.</u>

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

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

Snell & Wilmer
— L.L.P. —
LAW OFFICES

Hughes Center
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169-5958
702.784.5200
702.784.5252 (Fax)
www.swlaw.com

Erin McMullen
702.784.5269
emcmullen@swlaw.com

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
SALT LAKE CITY
TUCSON

December 9, 2010

38764.0084

City of Las Vegas
Department of Planning and Development
731 South 4th Street
Las Vegas, Nevada 89101

Re: Justification Letter for Applicant DriveTime Car Sales Company, LLC (Parcel Nos. 162-01-801-018, 162-01-801-019, 162-01-801-020 and 162-01-801-021)

This firm represents DriveTime Car Sales Company, LLC ("DriveTime"). DriveTime has entered into an agreement to purchase the above-referenced adjacent parcel numbers which are located at 3000 East Sahara Avenue and 3030 East Sahara Avenue (collectively the "Sahara Property").

DriveTime intends to use the Sahara Property for the sale of used motor vehicles with an accessory auto body and service facility. DriveTime will simply utilize the existing buildings on the Sahara Property for the sale of used motor vehicles, along with an accessory auto body and service facility in support of the sales operations. Currently, the Property is classified as a General Commercial Zoning District (C-2). Pursuant to Las Vegas Municipal Code Title 19.04.010, a Special Use Permit is required for used motor vehicle sales in a General Commercial Zoning District. Therefore, DriveTime requests that it be granted a Special Use Permit from the Planning Commission in order to proceed with its intended use of the Sahara Property for the sale and service of used motor vehicles.

DriveTime intends to have 25 employees, and the proposed hours of operation are Monday through Thursday from 10:00 a.m. to 8:00 p.m., Friday and Saturday from 8:30 a.m. to 8:30 p.m., and closed on Sundays. DriveTime will obtain the requisite used motor vehicle dealer license issued by the Nevada Department of Transportation, Motor Vehicle Division in order to operate.

DriveTime also operates two similar used car sales dealerships located at 3333 East Fremont Street (opened in 1986) and a used car sales dealership at 1616 South Decatur (opening in 2004). Pictures of both locations, as well as the Department of Motor Vehicles Dealer Licenses for both locations are attached.

RECEIVED

DEC 09 2010

SUP-40436

City of Las Vegas

December 9, 2010

Page 2

Title 19.18 of the Las Vegas Municipal Code sets forth various issues for the Planning Commission to consider when determining whether or not to approve a Special Use Permit. In order to approve a Special Use Permit, the Planning Commission must determine that: (1) the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan; (2) the subject site is physically suitable for the type and intensity of land use being proposed; (3) Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; and (4) approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety and welfare or the overall objectives of the General Plan.

DriveTime is able to satisfy all of the above criteria. Although the property is currently vacant, it was previously operated as a new and used car dealership. As such, the subject site is physically suitable for the type and intensity of land use being proposed since the previous use was for a similar purpose. Furthermore, much of the surrounding property areas are also used for the same purpose (i.e. the sale of motor vehicles), which indicates that DriveTime's intended use would be harmonious and compatible with the surrounding land uses and consistent with the General Plan. The Property is located on East Sahara Avenue, a major thoroughfare, and is easily accessible via Boulder Highway and other alternative routes to accommodate future customers. Lastly, approval of a Special Use Permit to allow DriveTime to sell used motor vehicles on the Property would in no way be inconsistent with the General Plan or compromise public health or safety, as DriveTime's intended use is consistent with the surrounding areas and previous use of the Property.

Based on the foregoing, DriveTime's intended use of the property for the sale of used motor vehicles is justified. Please feel free to contact me should you have any questions or require additional information.

Sincerely,
Snell & Wilmer, L.L.P.



Erin McMullen

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SUP-40436

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City of Las Vegas



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40436** APN: 162-01-801-018; 019; 020, 021

Name of Property Owner: Bill Haden, Inc.

Name of Applicant: DriveTime Car Sales Company, LLC -- Steven Johnson

Name of Representative: Erin McMullen, Snell & Wilmer L.L.P

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

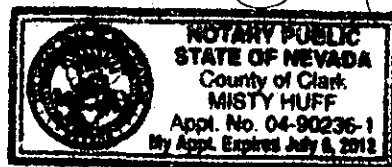
Signature of Property Owner: _____

Print Name: James Haden - Assignee

Subscribed and sworn before me

This 8 day of December, 2010

Notary Public in and for said County and State



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CITY OF LAS VEGAS
PLANNING AND DEVELOPMENT DEPARTMENT
ENVIRONMENTAL IMPACT ASSESSMENT

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.18.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. The Environmental Impact Assessment forms attached herein must be prepared for each factor* and submitted for evaluation.

✓	1	Project Description
✓	2	Transportation and Traffic
✓	3	Schools
✓	4	Emergency Services
✓	5	Housing
✓	6	Mass Transit
✓	7	Open Space and Recreation
✓	8	Hydrology
✓	9	Water Quality
✓	10	Utilities and Service System

* Bold question numbers denote minimum NRS requirements
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SUP-40436

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as DriveTime Car Sales Company, LLC, located at 3000 E. Sahara Ave. and 3030 E. Sahara Ave. at the intersection of E. Sahara Ave. and McLeod St in Las Vegas, Nevada 89104.

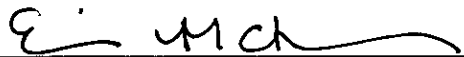
This document is being prepared by:

Company Name: Snell & Wilmer, L.L.P.
Address: 3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169

Contact Person:

Name: Erin McMullen
Title: Attorney
Telephone: 702-784-5269
Fax: 702-784-5252
E-mail: emcmullen@swlaw.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct. I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: 

Date: 12.9.2010

Name: Erin McMullen
Title: Attorney

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

1 Project Description

1.a Project title: DriveTime Car Sales
1.b Application #:
1.c Project location: 3000 E. Sahara Ave. and 3030 E. Sahara Ave. located at the intersection of E. Sahara Ave. and McLeod Street in Las Vegas, Nevada 89104.

1.d Project sponsor
Name: Steven Johnson, DriveTime Car Sales Company, LLC
Address: 4020 E. Indian School Road, Phoenix, Arizona 85018
Telephone: 602-778-5003

1.e G. P. designation: General Commercial
1.f Zoning: C-2 General Commercial

1.g Project description:
Total site acreage: 4.71 acres

i) Residential

Total units: 0
FAR per Lot: N/A
Lot Coverage per Lot: N/A

ii) Hospitality

Total rooms: N/A
Total entertainment: N/A

iii) Commercial

Total S.F.: 32,237 sq. feet
Total FAR: 1:6.37
Total Lot Coverage:

1.h Briefly describe the project's surrounding land use and setting:
North: C-2, General Commercial District (car dealership)
East: C-2, General Commercial District (car dealership)
South: C-2, General Commercial District; CG Commercial General (car dealership)
West: R-1, Single Family Residential (single family homes)

1.i Project narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.

ENVIRONMENTAL IMPACT ASSESSMENT

Attach exhibits if necessary):

Narrative: This project shall consist for the use of used motor vehicle sales with an accessory auto body and service facility. DriveTime's project shall simply utilize the existing property for the sale of used cars, replacing the previous use of the property as a car dealership for the sale of new motor vehicles.

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ENVIRONMENTAL IMPACT ASSESSMENT

2 Transportation and Traffic

- 2.a Would the project include adequate emergency access pursuant to LVMC Fire and emergency response requirements?

Explain: Yes.

- 2.b Would the project provide adequate parking pursuant to LVMC parking requirements?

Explain: Yes.

- 2.c Would the project potentially increase hazards due to a design feature (e.g., sharp curves, dangerous intersection) or incompatible uses (e.g., commercial heavy equipment)?

Explain: No.

- 2.d Would the site have sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed project?

Explain: Yes. The site shall have access to Sahara Avenue and McLeod St. Both Sahara Avenue and McLeod Street are major thorough-fares with the capacity to accommodate the traffic generated by the proposed project. Additionally, the proposed project is just west of the Boulder Highway, another major arterial highway able to accommodate the traffic generated.

- 2.e Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

Table: See attached Table

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ENVIRONMENTAL IMPACT ASSESSMENT

Attachment to 2.e—ITE Trip Generation Table

TRIP GENERATION ITE CODE 841* NEW CAR SALES (p. 1519) 32,237 SQUARE FEET
PM PEAK HOUR
Average Rate = 2.59 Trips per 1,000 Square Feet $32,237 \text{ sq. ft.} / 1,000 \text{ sq. ft.} = 32.237$ $T = (2.59)(32.237)$ T = 83.49 or 84 Trips
Entering = 39% $T = (84)(.39)$ T = 32.76 or 33 Trips
Exiting = 61% $T = (84)(.61)$ T = 51.24 or 51 Trips

TRIP GENERATION ITE CODE 942* AUTOMOBILE CARE CENTER (p. 1880) 13,490 SQUARE FEET
PM PEAK HOUR
Average Rate = 3.38 Trips per 1,000 Square Feet $13,490 \text{ sq. ft.} / 1,000 \text{ sq. ft.} = 13.49$ $T = (3.38)(13.49)$ T = 45.59 or 46 Trips
Entering = 50% $T = (46)(.50)$ T = 23 Trips
Exiting = 50% $T = (46)(.50)$ T = 23 Trips

* Based on Institute of Transportation Engineers *Trip Generation*, 8th Edition, *User's Guide*

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

3 Schools

3.a What is the total number of proposed residential units?

Conventional units: 0

Age-restricted units: 0

3.b Based upon the student generation factors utilized by Clark County School District¹ what is the estimated number of pupils generated by the proposal which will be added to the enrollment of each of the following:

Elementary School

School name: Will Beckley Elementary School

Distance from site²: 1.8 miles (please see attached map)

Number of pupils: 0

Junior High/Middle School

School name: K.O. Knudson Middle School

Distance from site²: 0.4 miles (please see attached map)

Number of pupils: 0

High School

School name: Valley High School

Distance from site²: 0.8 miles (please see attached map)

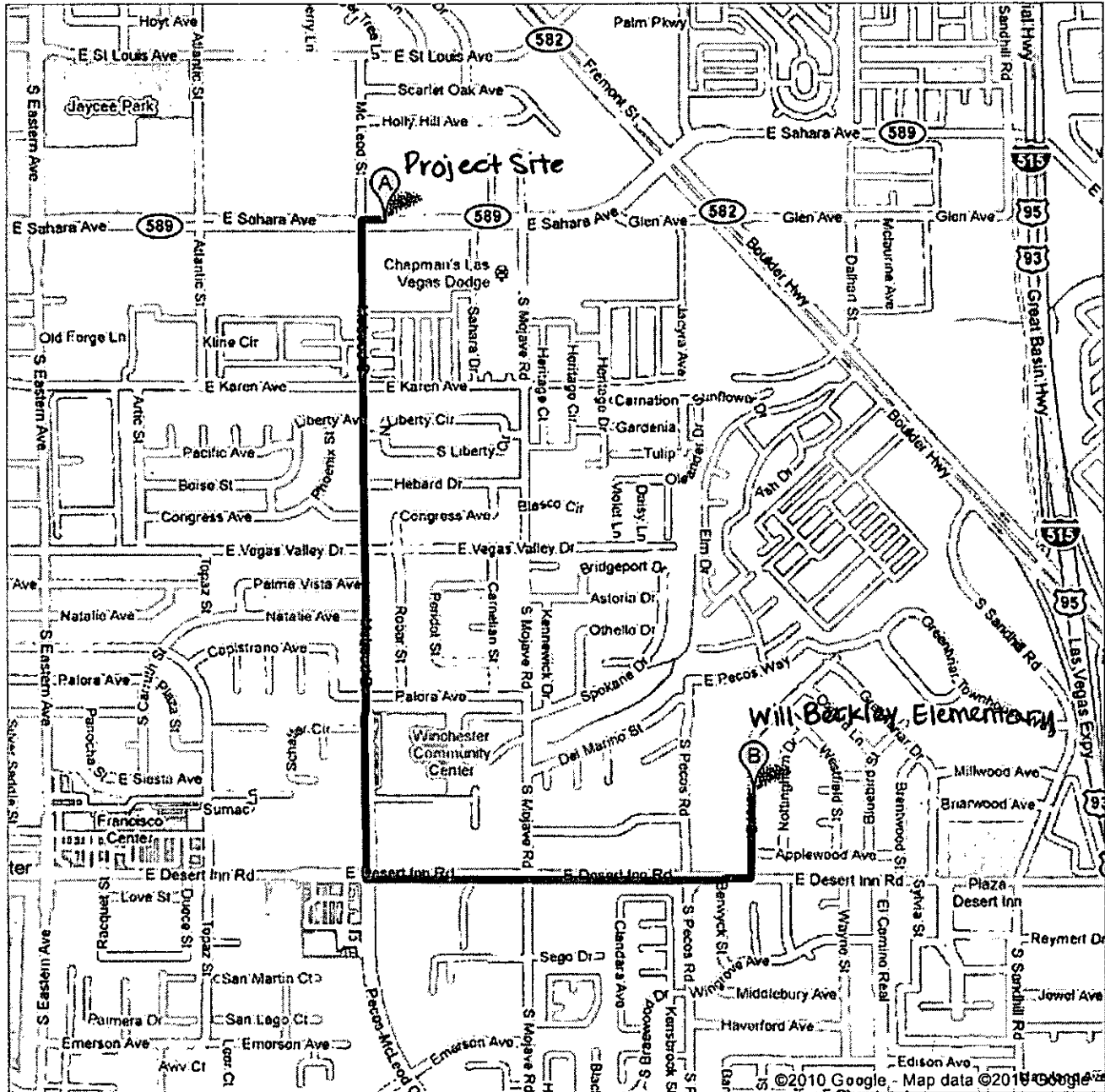
Number of pupils: 0

¹ See Exhibit 1

² Attach a map indicating the primary route/distance from the proposed project main entry point to the school main access point.

Google maps

Directions to 3223 Glenhurst Dr, Las Vegas, NV
89121
1.8 mi – about 5 mins
Will Beckley Elementary School



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 3030 E Sahara Ave, Las Vegas, NV 89104

-
- | | |
|---|---------------------------|
| 1. Head west on E Sahara Ave toward McLeod St | go 184 ft
total 184 ft |
|  2. Take the 1st left onto McLeod Dr
About 3 mins | go 1.0 mi
total 1.1 mi |
|  3. Turn left at E Desert Inn Rd
About 2 mins | go 0.6 mi
total 1.6 mi |
|  4. Turn left at Glenhurst Dr
Destination will be on the left
About 1 min | go 0.1 mi
total 1.8 mi |

 3223 Glenhurst Dr, Las Vegas, NV 89121

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2010 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

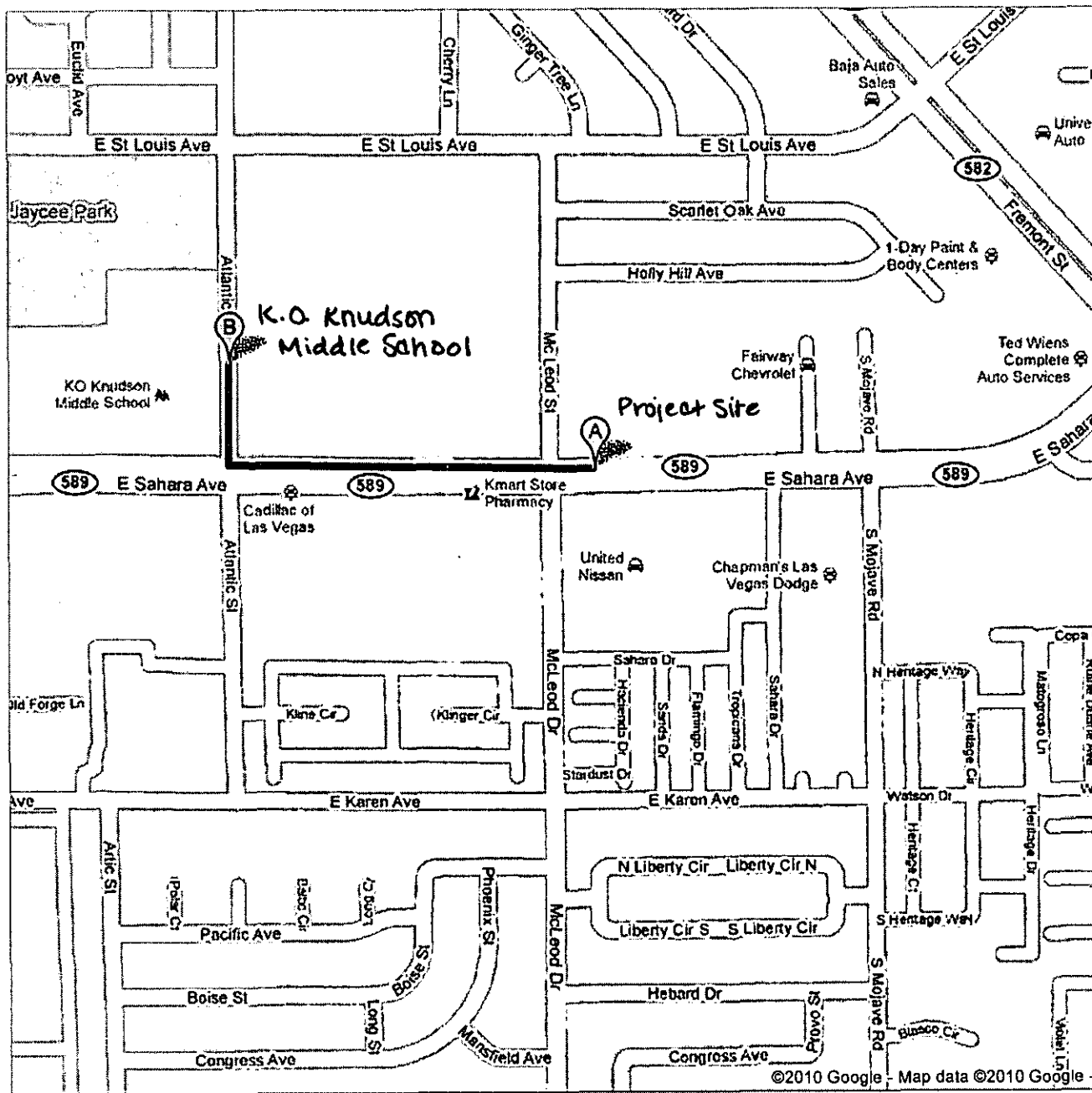
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Google maps

Directions to 2400 Atlantic St, Las Vegas, NV 89104

0.4 mi – about 58 secs

K. O. Knudson Middle School



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3030 E Sahara Ave, Las Vegas, NV 89104

1. Head **west** on **E Sahara Ave** toward **McLeod St**

go 0.3 mi
total 0.3 mi



2. Take the 2nd right onto **Atlantic St**
Destination will be on the left

go 420 ft
total 0.4 mi



2400 Atlantic St, Las Vegas, NV 89104

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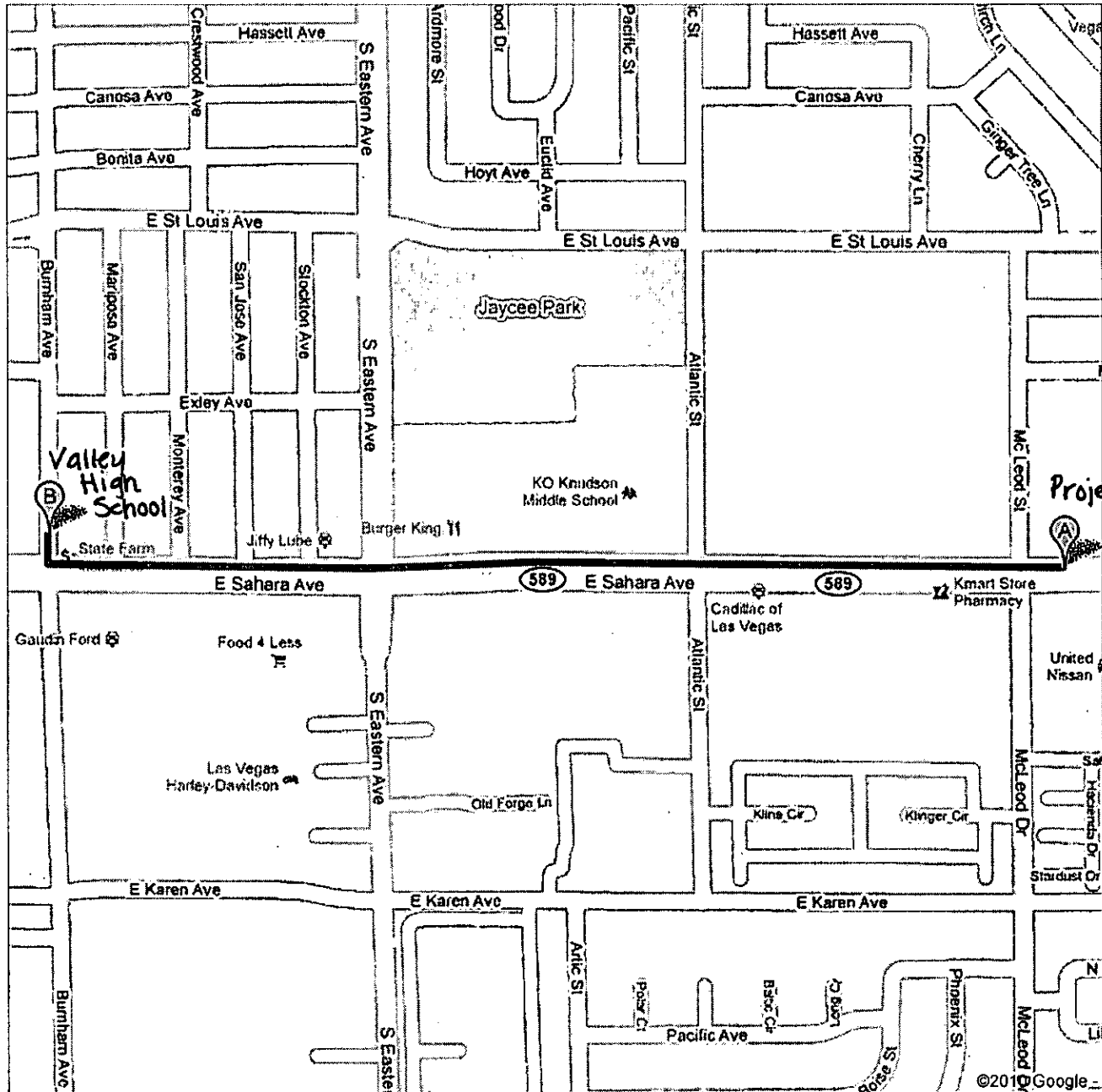
City of Las Vegas

Google maps

Directions to 2389 Burnham Ave, Las Vegas,
NV 89104

0.8 mi – about 2 mins

Valley High School



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City of Las Vegas

 3030 E Sahara Ave, Las Vegas, NV 89104

-
1. Head **west** on **E Sahara Ave** toward **Mc Leod St**
About 2 mins

go 0.8 mi
total 0.8 mi

-  2. Turn right at **Burnham Ave**
Destination will be on the right

go 121 ft
total 0.8 mi

 2389 Burnham Ave, Las Vegas, NV 89104

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

4 Emergency Services

- 4.a** Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Fire

Name of the facility: Clark County Fire Department Station No. 14

Existing/proposed: Existing

Distance from site³: 1.3 miles (please see attached map)

Police

Name of the facility: Las Vegas Metropolitan Police Department Southeast Area Command

Existing/proposed: Existing

Distance from site³: 3.1 miles (please see attached map)

Emergency Services

Name of the facility: Las Vegas Office of Emergency Management

Existing/proposed: Existing

Distance from site³: 3.2 miles (please see attached map)

- 4.b** Would the project result in increase for emergency services in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Explain: No. The existing development is currently serviced by the above-named facilities. The proposed project is not expected to create a significant increase in need for emergency services as the proposed use for the property is the same as the existing and prior use of the property.

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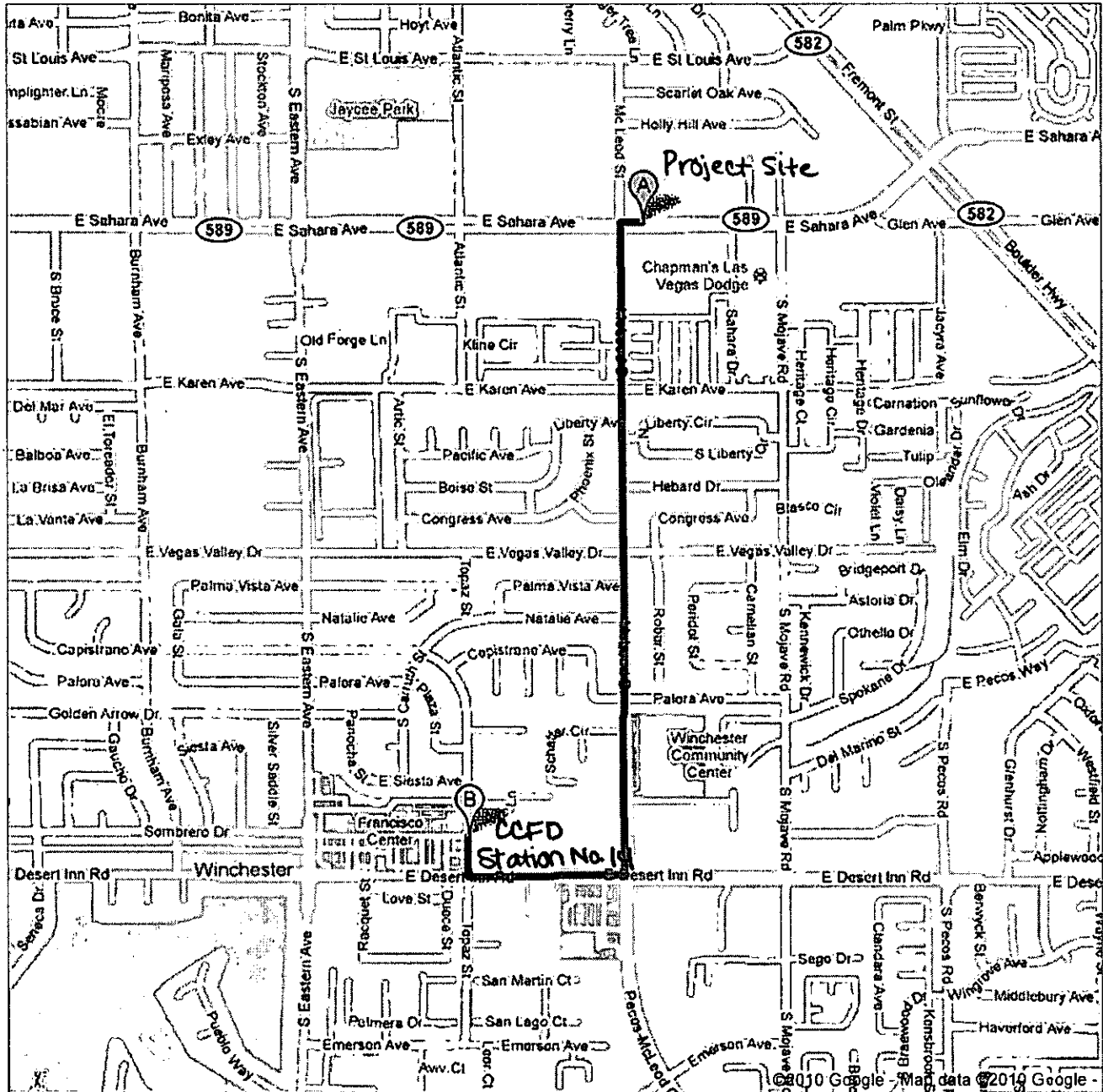
³ Attach a map indicating the primary route/distance from the proposed project main entry point to the firefighting, police, and emergency services main access point.

Google maps

Directions to 3260 Topaz St, Las Vegas, NV 89121

1.3 mi – about 4 mins

Clark County Fire Department Station No. 14



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City of Las Vegas

 3030 E Sahara Ave, Las Vegas, NV 89104

-
- | | |
|---|---------------------------|
| 1. Head west on E Sahara Ave toward McLeod St | go 184 ft
total 184 ft |
|  2. Take the 1st left onto McLeod Dr
About 3 mins | go 1.0 mi
total 1.0 mi |
|  3. Turn right at E Desert Inn Rd
About 1 min | go 0.2 mi
total 1.3 mi |
|  4. Take the 1st right onto Topaz St
Destination will be on the right | go 335 ft
total 1.3 mi |

 3260 Topaz St, Las Vegas, NV 89121

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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Google maps

Directions to 3675 E Harmon Ave, Las Vegas,
NV 89121

3.1 mi – about 8 mins

Las Vegas Metropolitan Police Department Southeast Area Command



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 **3030 E Sahara Ave, Las Vegas, NV 89104**

-
- | | |
|--|---------------------------|
| 1. Head west on E Sahara Ave toward McLeod St | go 184 ft
total 184 ft |
|  2. Take the 1st left onto McLeod Dr
About 3 mins | go 1.0 mi
total 1.1 mi |
| 3. Continue onto Pecos-McLeod Connect
About 3 mins | go 1.2 mi
total 2.2 mi |
| 4. Continue onto S Pecos Rd
About 2 mins | go 0.5 mi
total 2.7 mi |
|  5. Turn left at E Harmon Ave
Destination will be on the right
About 1 min | go 0.4 mi
total 3.1 mi |

 **3675 E Harmon Ave, Las Vegas, NV 89121**

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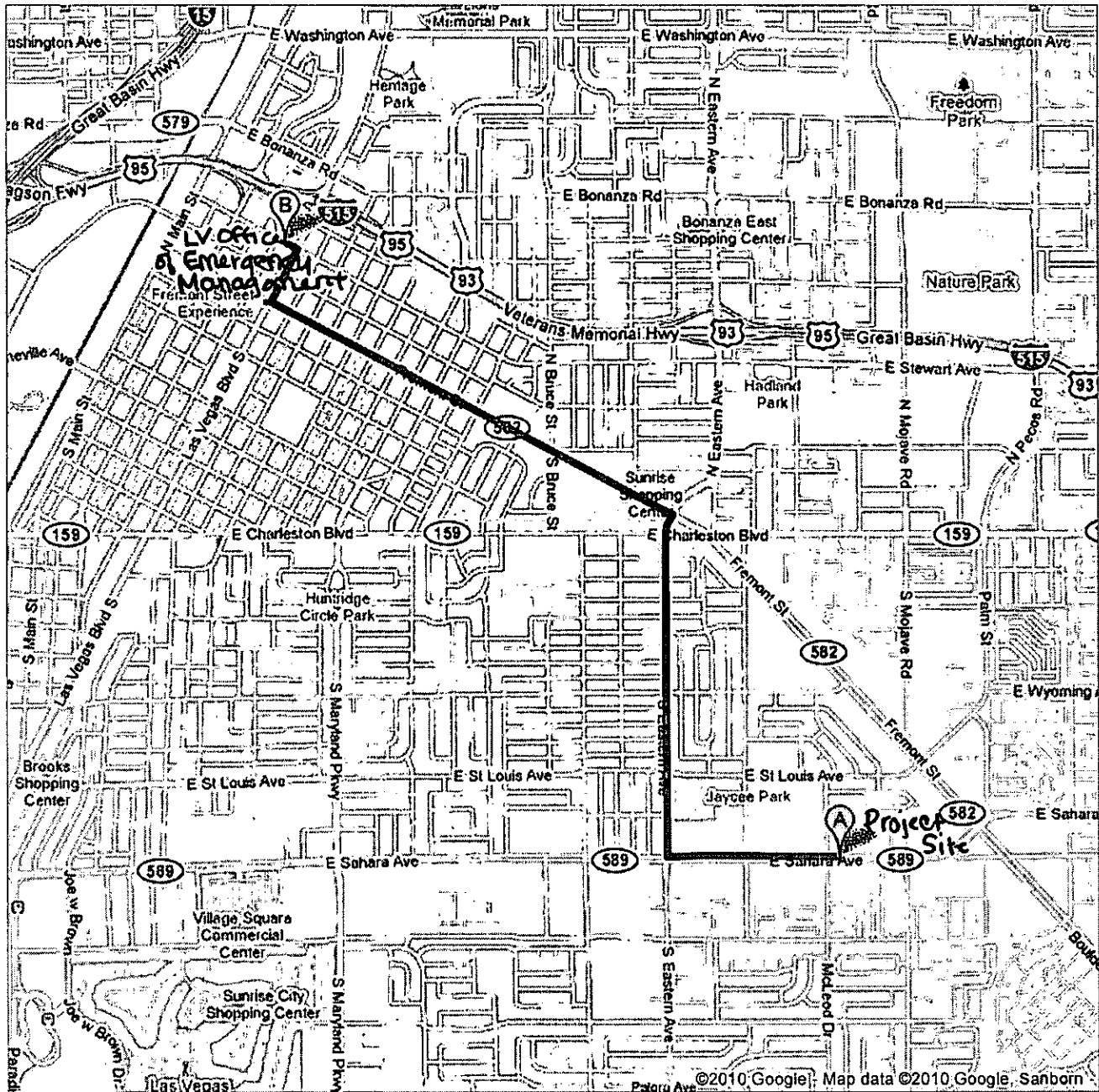
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Google maps

Directions to 400 Stewart Ave, Las Vegas, NV
89101

3.2 mi – about 9 mins

Las Vegas Office of Emergency Management



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 **A** 3030 E Sahara Ave, Las Vegas, NV 89104

-
- | | |
|---|--------------|
| 1. Head west on E Sahara Ave toward Mc Leod St | go 0.5 mi |
| About 1 min | total 0.5 mi |
|  2. Take the 3rd right onto S Eastern Ave | go 1.1 mi |
| About 3 mins | total 1.6 mi |
|  3. Turn left at Fremont St | go 1.4 mi |
| About 3 mins | total 3.0 mi |
|  4. Turn right at N Las Vegas Blvd | go 0.2 mi |
| | total 3.2 mi |
|  5. Turn left at E Stewart Ave | go 253 ft |
| Destination will be on the right | total 3.2 mi |

 **B** 400 Stewart Ave, Las Vegas, NV 89101

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ENVIRONMENTAL IMPACT ASSESSMENT

5 **Housing**

- 5.a Would the proposed project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, rural preservation area, or zoning ordinance)?

Explain: No.

- 5.b Would the project displace or eliminate existing housing?

Explain: No.

- 5.c What are the project characteristics, in terms of:

Density: N/A

Height: N/A

Gated community: N/A

Housing Type: N/A

Home ownership: N/A

- 5.d Provide a brief statement setting forth the anticipated effects of the proposal on housing.

Explain: This project will not provide or eliminate existing housing.

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6 **Mass Transit**

6.a Provide the distance from the site of the proposal to the nearest mass transit loading point.

Line number/name: Citizens Area Transit ("C.A.T.") Route 204--Sahara

Location: Intersection of Sahara Avenue and McLeod Street

Distance from site⁴: 0.05 miles (please see attached map)

6.b Would the project result in change to the existing mass transit route, creation of a new line, or new loading points?

Explain: No.

6.c Provide a brief statement setting forth the anticipated effects of the proposal on mass transit.

Explain: This project site is located at the intersection of C.A.T. Bus Route 204, yet the proposed development is not anticipated to have an impact on ridership.

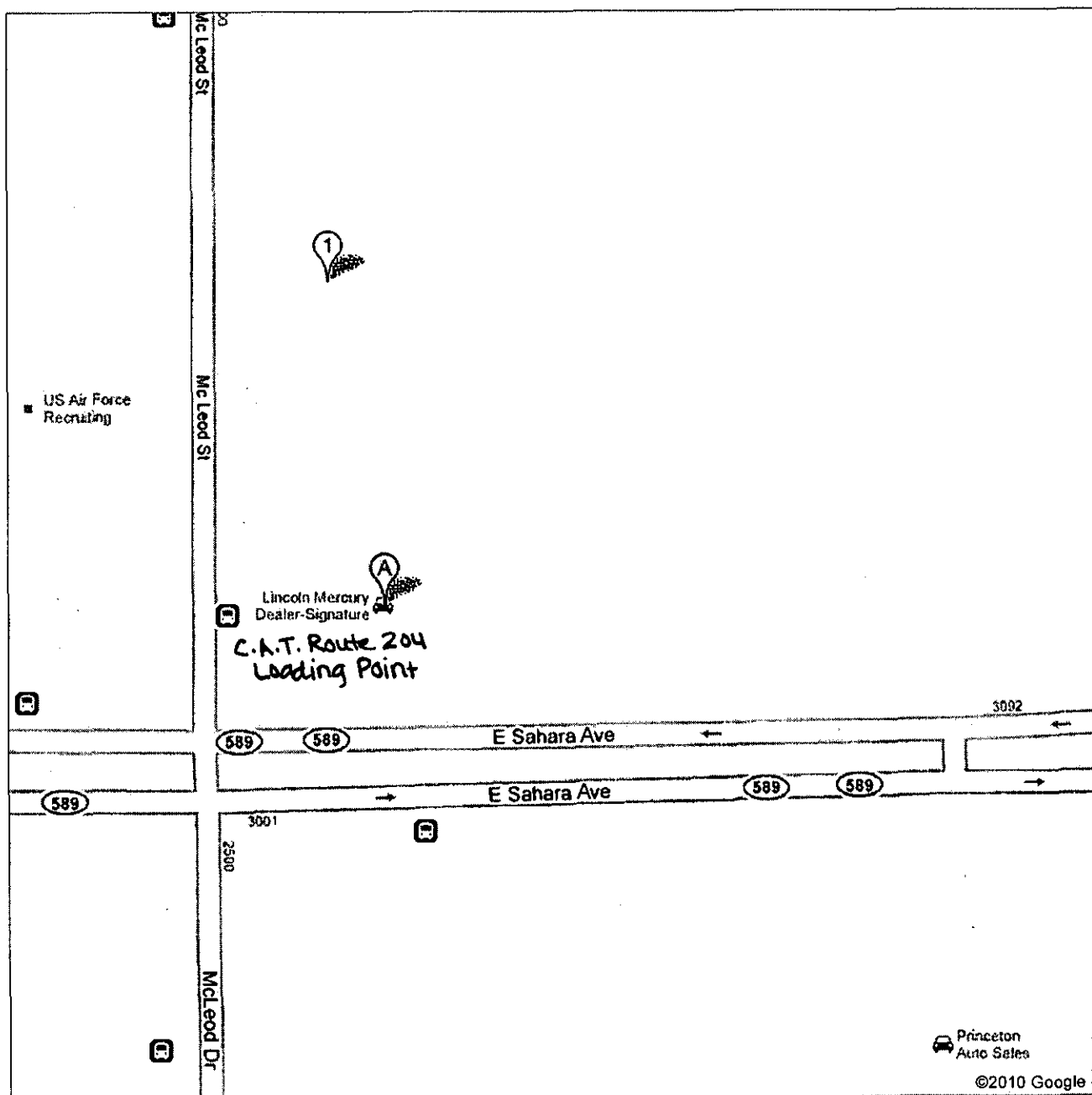
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⁴ Attach a map indicating the primary pedestrian route/distance from the proposed project main entry point to the nearest mass transit.

Google maps

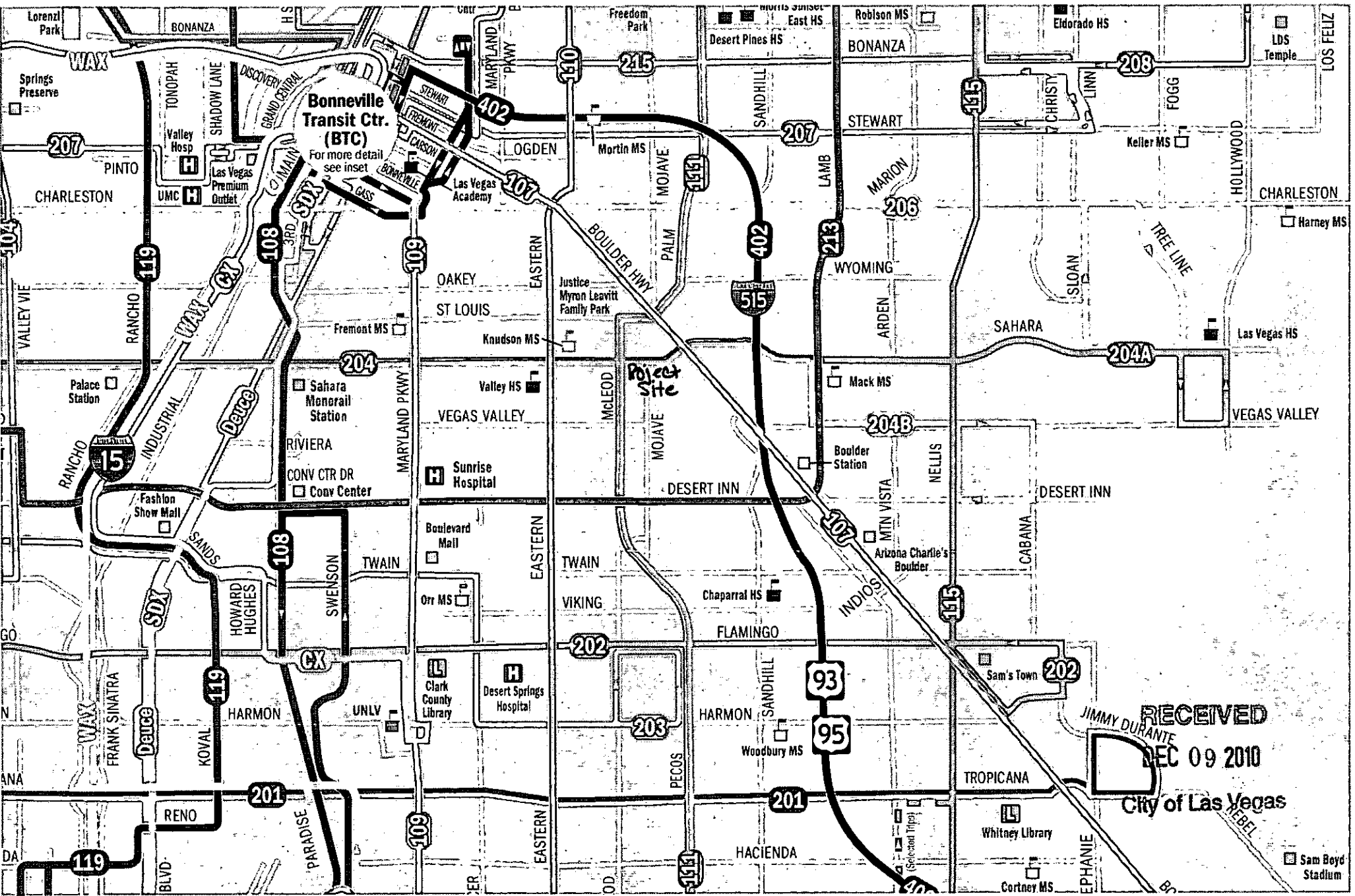
C.A.T. Route 204—Sahara Loading Point (Intersection of Sahara Ave. and McLeod St.)



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7 Open Space and Recreation

- 7.a Provide the distance from the site of the proposal to the nearest existing⁵ or planned⁶ (as identified by the City of Las Vegas Master Plan – Parks Element, 2000) recreation area as follows:

Neighborhood Park

Park name: Justice Myron E. Leavitt Family Park (formerly Jaycee Park)

Location: 2100 E. St. Louis Avenue

Distance from site⁷: 0.7 (please see attached map)

Community Park

Park name: Freedom Park

Location: 850 N. Mojave Road

Distance from site⁷: 2.7 miles (please see attached map)

Regional Park

Park name: Freedom Park

Location: 850 N. Mojave Road

Distance from site⁷: 2.7 miles (please see attached map)

- 7.b Based upon 1990 US Census population table⁸, what would be the total population generated by the proposed project?

Explain: N/A. This project does not include residential housing (renter or owner occupied).

- 7.c How much public parkland would be included in the proposed project?

Explain: None.

- 7.d Provide a brief statement setting forth the anticipated effects of the proposal on open space and recreation.

Explain: This project will not have any impact on open space and recreation.

⁵ See Exhibit 2

⁶ See Exhibit 3

⁷ Attach a map indicating the straight distance from the project property line to the park property line.

⁸ See Exhibit 4

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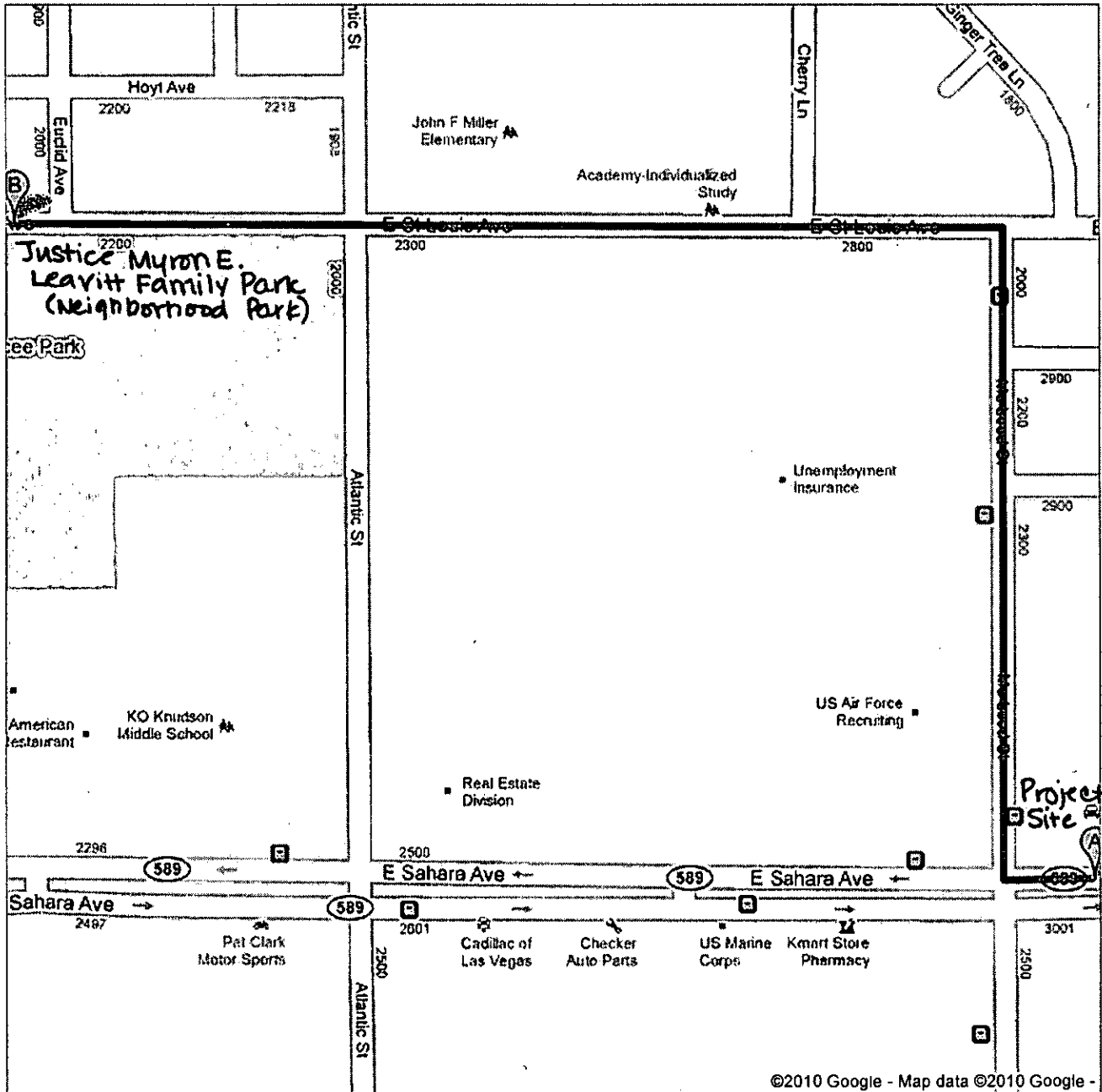
City of Las Vegas

Google maps

Directions to 2100 E St Louis Ave, Las Vegas,
NV 89104

0.7 mi – about 2 mins

Justice Myron E. Leavitt Family Park (formerly Jaycee Park)
Neighborhood Park



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 3030 E Sahara Ave, Las Vegas, NV 89104

-
1. Head **west** on **E Sahara Ave** toward **Mc Leod St** go 184 ft
total 184 ft
 -  2. Take the 1st right onto **Mc Leod St** go 0.3 mi
total 0.3 mi
About 1 min
 -  3. Turn left at **E St Louis Ave** go 0.4 mi
total 0.7 mi
Destination will be on the left
About 1 min

 2100 E St Louis Ave, Las Vegas, NV 89104

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2010 Google

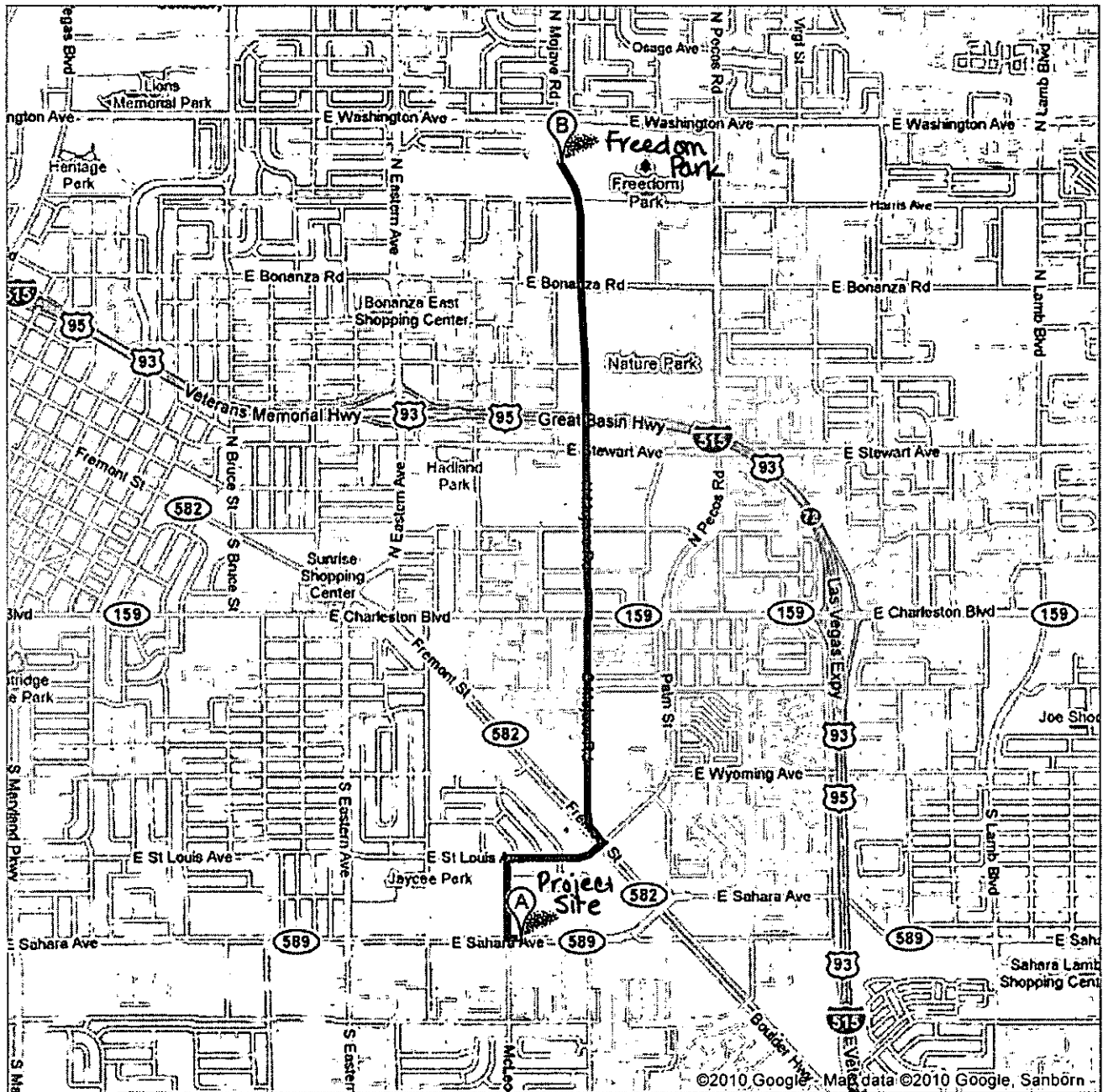
Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

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Directions to 850 N Mojave Rd, Las Vegas, NV 89101
2.7 mi – about 8 mins
 Freedom Park
 Community and Regional Park



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City of Las Vegas

 3030 E Sahara Ave, Las Vegas, NV 89104

1. Head **west** on **E Sahara Ave** toward **Mc Leod St**

go 184 ft
total 184 ft

 2. Take the 1st right onto **Mc Leod St**
About 1 min

go 0.3 mi
total 0.3 mi

 3. Turn right at **E St Louis Ave**
About 1 min

go 0.3 mi
total 0.6 mi

 4. Turn left at **Fremont St**
About 1 min

go 358 ft
total 0.7 mi

 5. Slight right at **S Mojave Rd**
Destination will be on the right
About 5 mins

go 2.1 mi
total 2.7 mi

 850 N Mojave Rd, Las Vegas, NV 89101

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2010 Google

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8 Hydrology

8.a Would the proposed project alter the existing drainage pattern of the site area?

Explain: No.

8.b What is the quantity of the increase in storm water runoff generated by the proposed project, estimated by using standards hydrologic method?

Explain: N/A. No anticipated increase.

8.c Would the total quantity of water runoff after construction exceed the capacity of existing or planned storm water drainage system?

Explain: No. DriveTime intends to use the existing buildings so construction will not apply to this project.

8.d Would the proposed project result in the construction of a new storm water drainage facility or the expansion of existing facilities? Is the storm water facility identified in the Neighborhood, City Wide or the Regional Master Plans?

Explain: No.

8.e Would the proposed project place housing within a 100-year special flood hazard area as mapped on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM)?

Explain: No. Project does not involve housing.

8.f Would the proposed project require drainage mitigation to protect the development from interim flows?

Explain: No.

8.g Would the proposed project development meet the Clark County Regional Flood Control District – Hydrologic Criteria and Drainage Design Manual requirements for street flow and dry lane criteria for both the existing and the ultimate flow conditions?

Explain: Yes.

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

9 **Water Quality**

9.a Would water service provided to the proposed project by an existing or planned facility?

Explain: Yes. DriveTime will use existing facilities just as the prior user of the parcels utilized.

9.b Would the proposed project result in the construction of a new water treatment facility or expansion of existing facilities?

Explain: No.

9.c What is the quantity of water that the project will demand during and after completion of the project, estimated by applying a demand factor established by the provider of water service or an equivalent calculation to the number of units that will be created by and the gross acreage that will be occupied by the project?

Explain: N/A

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

10	Utilities and Service System
-----------	-------------------------------------

10.a Would the proposed project connect to an existing or planned sewer system?

Explain: Yes.

10.b What is the quantity of sewage affluent generated by the proposed project, estimated by applying a sewage generation factor established by the provider of sewer service or an equivalent calculation to the number of units or area of indoor floor space that would be created by the project?

Explain: N/A

10.c Would the total quantity of sewage effluent generated by the proposed project exceed the capacity of existing or planned sewer system and wastewater treatment facility?

Explain: No.

10.d Would the proposed project generate any industrial waste?

Explain: No.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 1

Clark County School District
April 9, 2002

2001-2001 Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.218	0.142
6-8	0.116	0.061
9-12	0.138	0.060

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, plexes, and condominiums.

P & 13: Pre-school and Sunset School.

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City of Las Vegas

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 2

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Existing City Parks
(Map I, pp. 11)

Parks Name	Classification			Acres
	N	C	R	
Aloha Shores Park	X			4.03
Angel Park	X			6.11
AnSan Sister City Park	X			7.83
Baker Park	X			6.78
Bob Baskin Park	X			6.18
Bruce Trent Park	X			10.00
Buckskin Basin	X	X		39.17
Charleston Heights Park	X			3.90
Charleston Heights	X			7.12
Chester A. Stupak Park	X			1.23
Children's Mem. Park	X	X		29.82
Coleman Park	X			4.00
Cragin Park	X			3.27
Dexter Park	X			4.70
Doolittle Park	X			15.28
Ed Fountain Park	X	X		29.82
Ethel Pearson Park	X			2.59
Fitzgerald Tot Lot	X			0.70
Freedom Park	X	X	X	68.08
Hadland Park	X			13.64

Parks Name	Classification			Acres
	N	C	R	
Heers Park	X			7.07
Hills Park	X			13.50
Huntridge Circle Park	X			3.14
James Gay III Park	X			7.18
Jaycee Park	X			18.40
Lorenzi Park	X	X	X	59.37
Lubertha Johnson Park	X			1.60
Mary Dutton Park	X			0.20
Mirabelli Park	X			1.41
Pueblo Park(s)	X			5.09
Rafael Rivera Park	X			9.28
Rainbow Family Park	X	X		26.48
Elkhorn/Durango Fields	X	X		
Rotary Park	X			3.34
Stewart Place Park	X			3.45
Wayne Bunker Family Pk	X			13.75
W. Charleston Lions Park	X			4.50
Wildwood Park	X			1.24
Woofert Family Park	X			9.22
Clarence Ray Park	X			0.10

N: Neighborhood Park

C: Community Park

R: Regional Park

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City of Las Vegas

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 3

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Planned City Parks
(Map 12, pp. 49)

Parks Name	Classification			Acres
	N	C	R	
Fort Apache/Log Cabin Park	X			TBD
Jones/Iron Mountain Park	X	X	X	TBD
Grand Canyon/Bardley Park	X	X		40.0/34.0
Fort Apache/Elkhorn Park	X			TBD
Elkhorn/Durango Ballfields	X	X		TBD
Deer Springs Park	X	X		110.0/40.0
Deer Springs/Thom Park	X	X		TBD
Regional Sports Park	X	X		60.00
Ann/Cimmaron Park	X			2.50
Cheyenne/Jensen	X	X		20.00
Metro Park	X			17.00
Alexander/Diamond Ridge Park	X			TBD
Cheyenne/Durango Park	X	X	X	5.0/61.5
Northwest Soccer Park	X	X		TBD
Summerlin Sports Park	X			TBD
Pioneer/Silver Ridge Park	X			TBD
AnSan Sister City Park	X			TBD
Buffalo/Oakey Park	X	X		42.5/30.0
Pioneer/O'Bannon Park	X			TBD
Oakey/Redwood Park	X	X		28.00
Heritage Park	X			TBD
Dog Fanciers Park	X			0.5/6.0
Bonanza/Honolulu Park	X			TBD

N: Neighborhood Park C: Community Park R: Regional Park

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City of Las Vegas

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City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 4

US Census Bureau
1990

Persons per Units by Units in Structure by Owner and Renter Occupied
(City of Las Vegas, US Census Bureau, 1990 STF-1)

Owner Occupied	Persons per Unit
Single Family Detached	2.91
Single Family Attached (Townhouse)	2.15
Condominiums	
2 to 19 units	1.97
20 to 49 units	1.66
50 or more units	1.64
Mobile Home or Trailer	2.28

Renter Occupied	Persons per Unit
Single Family Detached	3.28
Single Family Attached (Townhouse)	2.78
Apartments	
2 to 19 units	2.40
20 to 49 units	2.08
50 or more units	1.95
Mobile Home or Trailer	2.32

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Page 18 of 18

[Home](#) | [About Ross](#) | [Calendar](#)[Home](#)[Information
Center](#)[Election
Center](#)[Business
Center](#)[Licensing
Center](#)[My Data Reports](#) [Business Entity Search](#) |**BILL HADEN, INC.**[New Search](#)[Printer Friendly](#)**Business Entity Information**

Status:	Active	File Date:	11/17
Type:	Domestic Corporation	Entity Number:	C146
Qualifying State:	NV	List of Officers Due:	11/30
Managed By:		Expiration Date:	
NV Business ID:	NV19591001098	Business License Exp:	11/30

Registered Agent Information

Name:	JAMES HADEN	Address 1:	9053
Address 2:		City:	LAS
State:	NV	Zip Code:	8914
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent](#)**Financial Information**

No Par Share Count:	0	Capital Amount:	\$ 25,
Par Share Count:	250.00	Par Share Value:	\$ 100

Officers			
Director - JAMES HADEN			
Address 1:	9053 WHITE EYES AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89143	Country:	
Status:	Active	Email:	
Treasurer - JAMES HADEN			
Address 1:	9053 WHITE EYES AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89143	Country:	
Status:	Active	Email:	
Secretary - JAMES HADEN			
Address 1:	9053 WHITE EYES AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89143	Country:	
Status:	Active	Email:	
President - JAMES HADEN			
Address 1:	9053 WHITE EYES AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89143	Country:	
Status:	Active	Email:	
Actions\Amendments			
Click here to view 23 actions\amendments associated with this company			

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McLeod St

St. Louis Ave

Samara Ave

Fremont St

Palm St

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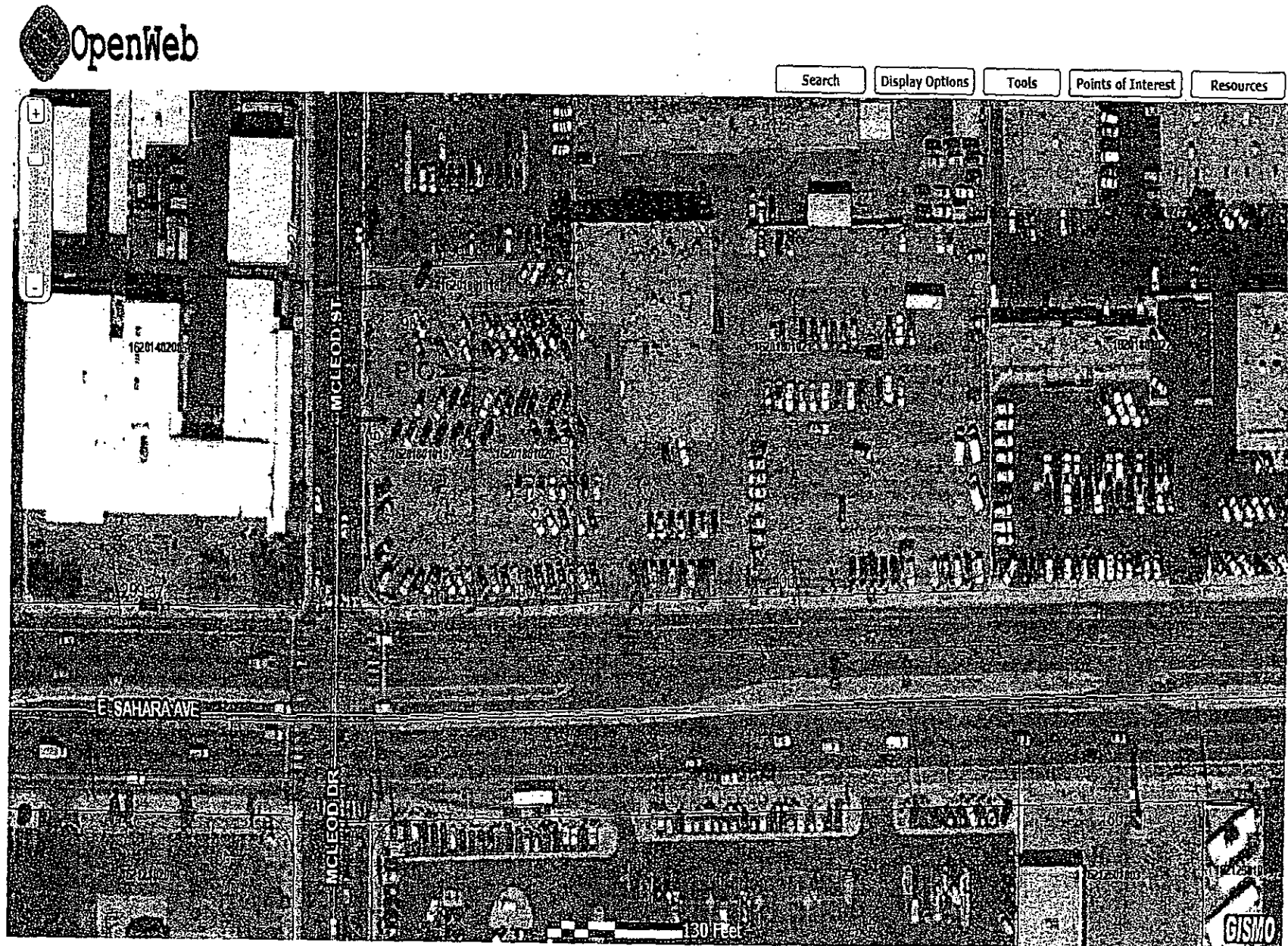
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<http://gisgate.co.clark.nv.us/openweb/>

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11/15/2010

City of Las Vegas



First American

Reference: 10-11-0525-DTL

Address: 3000 And 3030 East Sahara Avenue, Las Vegas, NV

Our Order No.: 10-11-0525-DTL

Escrow Officer: Frank W. Brader

COMMITMENT FOR TITLE INSURANCE

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

TABLE OF CONTENTS

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amount and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

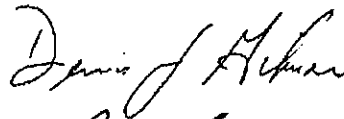
The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: November 19, 2010 at 7:30AM
2. Policy or Policies to be issued: Amount
a. Owners Policy CLTA OWNERS: \$To Be Determined
Proposed Insured: Drivetime Care Sales, LLC
3. The estate or interest in the land described or referred to in this Commitment is
A Fee as to Parcels One (1), Two (2), Three (3) and Four (4); an Easement as to Parcel Three-A
4. Title to the estate or interest in the land is at the effective date vested in:
Bill Haden, Inc., a Nevada corporation
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF

This Commitment shall not be valid or binding until countersigned by a validating officer or
authorized signatory.

Frank W. Brader

Title Officer: Frank W. Brader

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment of the agreed amounts for the interest(s) to be insured.
2. Payment of all premiums, fees and charges due the Company
3. Instruments satisfactory to create the estate or interest to be insured must be properly prepared, executed, delivered and duly filed for record, to wit:

Grant, Bargain Sale Deed from the current owner to the Proposed Insured.
Deed of Trust to be Insured herein, if any.

Note: A properly completed, executed and acknowledged State of Nevada Declaration of Value form must accompany each deed submitted for recordation; real property transfer tax is calculated at the rate of \$2.55 per \$500.00 of consideration; basic recording fees are \$14.00 for the first page, and \$1.00 per page thereafter; a \$25.00 Nonstandard Document fee may apply.

4. The Company must be advised in writing of the name of any party not referred to in this Commitment who will acquire an interest in the land, or who will either obtain or make a loan or mortgage encumbering the land. The Company may then make additional requirements, or take additional exceptions to coverage on Schedule B, Section II.
5. Pay all taxes, charges, assessments, levied and assessed against the land which are already due and payable, or which will be due and payable as of the effective date of the policy anticipated by this Commitment.
6. Underwriter approval is needed to close this transaction; therefore, submit all documentation, including but not limited to requested endorsements, at least ONE WEEK prior to the contemplated closing date.

UNDERWRITER APPROVAL REQ.: The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

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7. On November 12, 2010 we communicated with the Secretary of State of the State of NEVADA to ascertain that the corporation known as BILL HADEN, INC. is in good standing.

THE LIST OF OFFICERS ARE:

JAMES HADEN, PRESIDENT
JAMES HADEN, SECRETARY
JAMES HADEN, TREASURER
JAMES HADEN, RESIDENT AGENT

Said corporation is current until November 30, 2010

8. On November 12, 2010 we communicated with the Secretary of State of the State of NEVADA to ascertain that the Limited Liability Company known as DRIVETIME CAR SALES COMPANY, LLC is in good standing.

THE LIST OF MANAGERS ARE:

RAYMOND C. FIDEL

Said Limited Liability Company is current until January 31, 2011.

9. The requirement that a copy of the Limited Liability Company agreement together with all supplements, amendments, etc., thereto of DRIVETIME CAR SALES COMPANY, LLC be furnished to this company.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

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7. State and County Taxes for the fiscal period of 2010 to 2011, a lien now due and payable in the total amount of \$1,795.73, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$448.94 has been paid

Second installment of \$448.93 has been paid

Third installment of \$448.93 unpaid delinquent first Monday in January

Fourth installment of \$448.93 unpaid delinquent first Monday in March

Parcel No. 162-01-801-020 (Parcel 1)

8. State and County Taxes for the fiscal period of 2010 to 2011, a lien now due and payable in the total amount of \$1,813.35, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$453.33 has been paid

Second installment of \$453.34 has been paid

Third installment of \$453.34 unpaid delinquent first Monday in January

Fourth installment of \$453.34 unpaid delinquent first Monday in March

Parcel No. 162-01-801-019 (Parcel 2)

9. State and County Taxes for the fiscal period of 2010 to 2011, a lien now due and payable in the total amount of \$24,008.45, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$6,002.12 has been paid

Second installment of \$6,002.11 has been paid

Third installment of \$6,002.11 unpaid delinquent first Monday in January

Fourth installment of \$6,002.11 unpaid delinquent first Monday in March

Parcel No. 162-01-801-021 (Parcel 3)

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10. State and County Taxes for the fiscal period of 2010 to 2011, a lien now due and payable in the total amount of \$491.02, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$122.74 has been paid

Second installment of \$122.76 has been paid

Third installment of \$122.76 unpaid delinquent first Monday in January

Fourth installment of \$122.76 unpaid delinquent first Monday in March

Parcel No. 162-01-801-018 (Parcel 4)

11. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
12. Reservations and Easements in the patent from the State of Nevada, recorded September 11, 1911, in Book 2 of Deeds, Page 62 as Document No. 3168 of Official Records.
13. Dedications and Easements as shown on the recorded Map referred to herein, in File 17 of Parcel Maps, Page 53, of Official Records.
14. A Grant of Easement – Memorandum of Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COX COMMUNICATIONS LAS VEGAS, INC., for cable and information facilities, recorded December 6, 2006, in Book 20061206 as Document No. 00636 of Official Records.
15. Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law affecting said land contained in the Deed recorded May 25, 1971 in Book 129 as Document No. 102446 of Official Records.

Affects: Parcel Three (3)

16. An easement for ingress and egress together with rights incidental thereto, as reserved in the Deed, recorded January 8, 1971, in Book 92 as Document No. 72877, of Official Records.

Affects: Parcel Four (4)

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17. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded September 26, 1978, in Book 948 as Document No. 907811 of Official Records.

Affects: Parcel Four (4)

18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communication facilities, recorded September 26, 1978, in Book 948 as Document No. 907812 of Official Records.

Affects: Parcel Four (4)

19. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
20. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
21. Water rights, claims or title to water, whether or not shown by the public records.
22. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

TAX INFORMATION:
2010-2011

District:	200
Tax Rate:	3.2866
Parcel No.:	162-01-801-020
Real Estate:	\$49,093.00
Improvements:	\$5,545.00
Assessed Valuation:	\$54,638.00
Acreage Assessed:	.46

Affects: Parcel One (1)

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

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TAX INFORMATION:
2010-2011

District: 200
Tax Rate: 3.2866
Parcel No.: 162-01-801-019
Real Estate: \$46,957.00
Improvements: \$8,217.00
Assessed Valuation: \$55,174.00
Acreage Assessed: .44

Affects: Parcel Two (2)

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

TAX INFORMATION:
2010-2011

District: 200
Tax Rate: 3.2866
Parcel No.: 162-01-801-021
Real Estate: \$391,669.00
Improvements: \$338,826.00
Assessed Valuation: \$730,495.00
Acreage Assessed: 3.67

Affects: Parcel Three (3)

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

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10-11-0525-DTL
Amended 11/30/2010

TAX INFORMATION:
2010-2011

District:	200
Tax Rate:	3.2866
Parcel No.:	162-01-801-018
Real Estate:	\$14,940.00
Improvements:	\$0.00
Assessed Valuation:	\$14,940.00
Acreage Assessed:	.14

Affects Parcel Four (4)

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

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10-11-0525-DTL
Amended 11/30/2010

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 17 OF PARCEL MAPS, PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL TWO (2):

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL ONE (1) AS SHOWN BY MAP THEREOF IN FILE 17 OF PARCEL MAPS, PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL THREE (3):

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 1;
THENCE NORTH 0°10'43" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 75.01 FEET TO A POINT ON THE NORTH LINE OF SAHARA AVENUE;
THENCE NORTH 88°53'00" WEST ALONG THE SAID NORTH LINE A DISTANCE OF 230.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°53'00" EAST ALONG THE SAID NORTH LINE OF SAHARA AVENUE A DISTANCE OF 400.00 FEET TO A POINT;
THENCE NORTH 1°07'00" WEST A DISTANCE OF 400.00 FEET TO A POINT;
THENCE SOUTH 88°53'00" WEST A DISTANCE OF 400.00 FEET TO A POINT;
THENCE SOUTH 1°07'00" EAST A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING.

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EXCEPT ALL WATER, CLAIMS OR RIGHTS TO WATER IN OR UNDER SAID LAND.

PARCEL THREE-A:

A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT WITH THE RIGHT OF EGRESS AND INGRESS FOR DRIVEWAY AND STREET PURPOSES OVER AND ACROSS THE FOLLOWING PARCEL OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF THE HEREINABOVE DESCRIBED PARCEL 3; THENCE NORTH 1°07'00" WEST ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING NORTH 1°07'00" WEST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88°53'00" WEST A DISTANCE OF 226.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 1; THENCE SOUTH 0°10'43" EAST ALONG THE LAST MENTIONED WEST LINE A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 88°53'00" EAST A DISTANCE OF 226.73 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR (4):

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 1; THENCE NORTH 00°10'43" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 75.01 FEET TO A POINT ON THE NORTH LINE OF SAHARA AVENUE; THENCE NORTH 88°53'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 230.00 FEET TO A POINT; THENCE NORTH 01°07'00" WEST A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°07'00" WEST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88°53'00" WEST A DISTANCE OF 226.23 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 1; THENCE SOUTH 00°10'43" EAST ALONG THE LAST MENTIONED WEST LINE A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 88°53'00" EAST A DISTANCE OF 226.73 FEET TO THE TRUE POINT OF BEGINNING.

Subject property commonly known as: 3000 And 3030 East Sahara Avenue, Las Vegas, NV

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SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A fullpage explanation of our privacy policy is being delivered to you separately. If you do not receive it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.

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First American

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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City of Las Vegas

VESTING DEED

Quitclaim Deed

1891231

BOOK 1932 RPTT. 554

In consideration of \$ 10.00 receipt of which is acknowledged JEROME MACK, Trustee;
LOUIS MACK; LUCILLE MACK; HARRY MACK, Trustees; THE WOLLMAN
FAMILY TRUST BY MELVIN S. MOSS, Trustee
do hereby quitclaim to BILL HADEN, INC., a Nevada corporation

the real property in the
County of CLARK State of Nevada, described as:

That portion of the Southwest Quarter (SW 1/4) of the Southeast
Quarter (SE 1/4) of Section 1, Township 21 South, Range 61 East,
M.D.B.&M. described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter (SW 1/4)
of the Southeast Quarter (SE 1/4) of said Section 1; thence North
0°10'43" West along the West line thereof a distance of 75.01 feet
to a point on the North line of Sahara Avenue; thence North 88°53'00"
East along said North line a distance of 230.0 feet to a point;
thence North 1°07'00" West a distance of 200.0 feet to the True
Point of Beginning; thence continuing North 1°07'00" West a dis-
tance of 30.0 feet to a point; thence South 88°53'00" West a dis-
tance of 226.23 feet to a point on the West line of the Southwest
Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section
1; thence South 0°10'43" East along the last mentioned West line a
distance of 30.0 feet to a point; thence North 88°53'00" East a
distance of 226.73 feet to the TRUE POINT OF BEGINNING

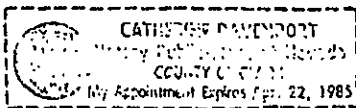
TOGETHER with all rights, title and interest of Grantors, if any,
in and to all public or private streets, roads, avenues, alleys or
passageways, opened or proposed, in front of or abutting the above-
described premises.

Witness this 15th day of May, 1984

STATE OF NEVADA }
COUNTY OF CLARK } ss.
On this 15th day of May, 1984, personally
appeared before me, a Notary Public,
Melvin S. Moss, as Trustee of the
Wollman Family Trust

who acknowledged that they executed the above instrument.

Signature (Notary Public)



Notarial Seal

Jerome Mack
Louis Mack
Lucille Mack
Harry Mack
Melvin S. Moss, as Trustee of the
Wollman Family Trust
If executed by a Corporation the Corporation Form of
Acknowledgment must be used.

Title Order No. T-118402-27

Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

THIS FORM FURNISHED BY

TICOR TITLE
INSURANCE

WHEN RECORDED MAIL TO

Beckley, Singleton, De Lanoy
& Jemison, Chartered
411 East Bonneville Avenue
Las Vegas, Nevada 89101
Attn: WILLIAM SINGLETON

JOHN L. SWIFT
LAWYERS TITLE OF LAS VEGAS, INC.

JUN 6 4 25 PM '84

FEE 5.00 DEPUTY CAP

1992

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City of Las Vegas

BOOK 2060

PCL 2
VESTING DEED

2019364

4/11/85 P.T.T. \$ 385.00

GRANT, BARGAIN, SALE DEED

THE INDENTURE WITNESSETH: That JERRICO, INC., a Kentucky Corporation
in consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
BILL HADEN, INC., a Nevada corporation
all that real property situate in the _____ County of Clark
State of Nevada, bounded and described as follows:

That portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4)
of Section 1, Township 21 South, Range 61 East, M.D.S. & M., more particularly
described as Parcel 1 as shown by Parcel Map in File 17, page 53, recorded March
1, 1976 as Document No. 812588 of Official Records, Clark County, Nevada.

SUBJECT TO: 1. Taxes for the fiscal year
2. Rights of way, reservations, restrictions, easements and conditions
of record.

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

Witness its hand this 11th day of January 19 85
JERRICO, INC.
By: John E. Tobe
John E. Tobe, President

STATE OF KENTUCKY
County of FAYETTE
On this 21st day of January 19 85
personally appeared before me a Notary Public in and for said
County and State

John E. Tobe, President of
Jerrico, Inc.

known to me to be the person described in and who executed
the foregoing instrument, who acknowledged to me that he
executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

Linda A. Pelling
Notary Public in and for said County and State

My commission expires
October 1, 1988

ESCROW NO. 113594 NW
WHEN RECORDED MAIL TO: Bill Haden, Inc., 3030 East
Sahara Ave., Las Vegas, Nevada 89104

JOAN L. SWIFT, RECORDER
RECORDED AT LAS VEGAS
LAWYERS TITLE OF LAS VEGAS, INC

FEB 7 8 00 AM '85

500
PB
INSTRUMENT

2060 2019364

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BOOK 129

LV-130271

PCL 3
VESTING DEED102446
90-1

R/F 77 #32220

INDEMTURE4
Exception No. 8

THIS INDEMTURE dated as of May 14, 1971 between FORD LEASING DEVELOPMENT COMPANY, a Delaware corporation, with offices at The American Road, Dearborn, Michigan (herein called LeaseCo) and BILL HADEN, INC., a Nevada corporation, with offices at 2000 Las Vegas Boulevard, South, Las Vegas, Nevada (herein called Grantee).

WHEREAS, LeaseCo is the present fee simple owner of the land that is the subject of this indenture (herein sometimes called the LeaseCo Premises), and LeaseCo purchased such LeaseCo Premises for the purpose of developing them and constructing buildings and other improvements thereon to make them suitable for the conduct of an automobile dealership business thereon and of then leasing such LeaseCo Premises to an automotive dealer holding valid and subsisting Lincoln and Mercury Sales Agreements with Ford Marketing Corporation, a Delaware corporation, and to continue leasing such premises to such replacement or successive dealers as circumstances may require for so long as such premises may be needed or desirable for such use for the market representation of automobile products produced or marketed by Ford Motor Company, a Delaware corporation; and

WHEREAS, Grantee is presently engaged in the automobile dealership business and the holder of Lincoln and Mercury Sales Agreements; and

WHEREAS, LeaseCo acquired the LeaseCo Premises at the request of Grantee, with the intention of improving the LeaseCo Premises and then leasing them to Grantee; and



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WHEREAS, Grantee now desires to (i) acquire title to the LeaseCo Premises, (ii) to construct facilities to make such premises suitable for use and occupancy for a Lincoln and Mercury automobile dealership business, and (iii) to occupy such facilities for the conduct of such business; and

WHEREAS, LeaseCo is willing to sell the LeaseCo Premises, but only on conditions that such LeaseCo Premises will be promptly developed and used for the purposes intended by LeaseCo, and will continue to be available for such use by a Lincoln and/or Mercury dealer for the next 15 years at an economic cost that will be sound for such a dealer; and

WHEREAS, Satisfactory sites for Lincoln and Mercury dealers are sometimes difficult to obtain, because of marketing plans and objectives, zoning limitations, location and size requirements of such sites, cost limitations and other factors; and

WHEREAS, Grantee and LeaseCo have considered and weighed many factors and circumstances, including, but without limitation, the advantages of capital gain tax treatment, the advantages of income tax deductions for depreciation of capital property, the economic differences between renting and owning property, the incremental benefits of property ownership, the risks of property ownership, the interest of LeaseCo in the prompt development of the LeaseCo Premises, the difficulty

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of foreseeing future events and circumstances, the use for which the LeaseCo Premises are to be available for the next 15 years, the economic factors that influence the automobile dealership business, possible future fluctuations of property valuations and construction costs; and

WHEREAS, Grantee and LeaseCo have bargained and negotiated with each other, and agreed upon a method whereby their respective needs and objectives can be fairly satisfied and accomplished, and are agreed that the conditions, rights, reservations and restraints agreed upon and hereinafter set forth are all reasonable in view of all of the circumstances, now therefore,

W I T N E S S E T H:

That LeaseCo, in consideration of the sum of \$10.00 and other good and valuable consideration paid it by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey, subject however, to the reservations and conditions subsequent hereinafter set forth, unto Grantee, its successors and assigns, all the following described real estate, situated in the County of Clark, State of Nevada, to wit (herein sometimes called the LeaseCo Premises):

Those portions of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 1, Township 21 South, Range 61 East, N.D.M., described as follows:

Parcel I:

Commencing at the Southwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 1;
Thence north 0° 10' 43" West along the West line thereof a distance of 75.01 feet to a point on the North line of Sahara Avenue;
Thence North 88° 53' 00" East along the said North line a distance of 230.00 feet to the true point

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of beginning;

Thence continuing North $88^{\circ}53'00''$ East along the said North line of Sahara Avenue a distance of 400.00 feet to a point;

Thence North $1^{\circ}07'00''$ East a distance of 400.00 feet to a point;

Thence South $88^{\circ}53'00''$ West a distance of 400.00 feet to a point;

Thence South $1^{\circ}07'00''$ East a distance of 400.00 feet to the true Point of Beginning.

Except all water, claims or rights to water in or under said land.

Parcel II:

A non-exclusive right of way and easement with the right of egress and ingress for driveway and street purposes over and across the following described parcel of land:

Commencing at the Southwest corner of the hereinabove described Parcel I;

Thence North $1^{\circ}07'00''$ West along the east line of said Parcel I, a distance of 200.00 feet to the true point of beginning of said easement;

Thence continuing North $1^{\circ}07'00''$ West a distance of 30.00 feet to a point;

Thence South $88^{\circ}53'00''$ West a distance of 125.23 feet to a point on the east line of the Southwest Quarter (S. 4.44) of the Southeast Quarter (SE 1/4) of said Section 1;

Thence South $7^{\circ}10'47''$ East along the last mentioned east line a distance of 37.00 feet to a point;

Thence North $88^{\circ}53'00''$ East a distance of 226.73 feet to the true Point of Beginning.

SUBJECT, HOWEVER, to the following:

1. The lien, if any, of ad valorem real property taxes not due and delinquent;
2. The lien, if any, of any special assessments;
3. The hereinafter described real property is within the boundaries of Clark County sanitation district #1, and is subject to any fees that may be incurred by reason of such district;
4. Reservation in patent from the State of Nevada, as follows:

"Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in the said tract are hereby expressly reserved."

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TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, subject, however, for a period of 15 years from and after the date of this Indenture, to the reservations and the conditions subsequent hereinafter set forth.

LeaseCo hereby covenants with Grantee that LeaseCo has not heretofore done, committed or willingly suffered to be done or committed any act or thing whatsoever whereby the title and estates hereby conveyed are or shall be changed or encumbered, except as stated above.

This conveyance is made by LeaseCo and accepted by Grantee upon and subject to the conditions subsequent, covenants and conditions hereinafter set forth, which conditions subsequent, covenants and conditions are a material inducement to LeaseCo to make this conveyance.

ARTICLE 1

Reserved Rights to Recover Title
and Possession

1.01. Grantee shall complete, within six months following the date hereof, the construction and equipping of a new automobile sales and service facility, herein called the New Improvements, on the land hereby conveyed. The New Improvements shall be constructed and equipped in accordance with the plans and specifications attached hereto as Exhibit 1. No amendment to the plans and specifications shall be made unless Grantee shall have procured the prior written approval of such amendment by LeaseCo and by any and all governmental authorities having jurisdiction in the matter, and Grantee shall have delivered to LeaseCo a written copy of such amendment.

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City of Las Vegas

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In the event that construction is delayed by unavoidable delays caused by strikes, acts of God, civil commotion, fire and unavoidable casualty, beyond the control of Grantee, the foregoing six months time limitation shall be extended by the length of time that said unavoidable delay continues, provided, however, that the New Improvements shall be completed within nine months from the date hereof and in circumstances may extend this time limit by a further period of six months.

1.11. The construction and completion of the New Improvements shall be in accordance with applicable law and in compliance with, and such compliance shall include, all applicable permits and other regulations of the United States and all other laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction in this matter and in compliance with the orders, rules and regulations of the National Board of Fire Underwriters. Lessee, its agents and representatives, shall have the right of all reasonable access to inspect the construction of said New Improvements during all stages of construction.

1.12. Subsequent to the completion of the New Improvements, Grantee shall occupy the Leasehold Premises for its Lincoln and Mercury automobile dealership business.

1.13. In the event of default by the Grantee in performance of either of the conditions stated in Section 1.11 or 1.12 or 1.13, above, Lessee shall have the right and power to terminate any and all right, title and interest hereby conveyed, and upon exercise of such right or power to so terminate the right, title and interest of Grantee in and to the Leasehold Premises, Lessee shall have the right to repossess itself of the lands hereby

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conveyed together with any improvements or partially constructed improvements placed thereon by Grantee, its successors or assigns.

1.05. Notice of such termination shall be given in writing by LeaseCo to Grantee. Any such notice shall be deemed properly given when sent by registered or certified mail to Grantee in accordance with Section 4.02 of this indenture. Such notice shall be effective upon registration or certification. Additionally, upon the giving of such notice, LeaseCo may record a deed of the LeaseCo Premises, which it is anticipated that Grantee will execute and deliver to LeaseCo, such delivery to be upon the condition that such deed shall be effective only upon LeaseCo's election to terminate the right, title and interest of Grantee as hereinabove provided.

1.06. If LeaseCo elects to terminate the interest of Grantee, upon breach of the conditions set forth in Section 1.01 or 1.02 or 1.03, above, LeaseCo shall reimburse Grantee the money paid for this conveyance, which is for purposes of such termination agreed to be \$301,994.00, plus the sum of money that Grantee may have actually expended for the construction of any improvements or partially constructed improvements which may have been placed in or upon the LeaseCo Premises pursuant to Sections 1.01 and 1.02, above, and which are owned by Grantee; provided, however, that all contracts and payments made by Grantee for the constructions of any improvements or partially constructed improvements shall have been approved by LeaseCo before being made or contracted for by Grantee, and provided further that Grantee shall have assigned to LeaseCo all contractors' guarantees received by Grantee in connection with constructing or making any such improvements.

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1.07. No mortgage of the premises, which may subsequently be made by Grantee for the purpose of financing the construction of the New Improvements, to the extent that such a mortgage secures an indebtedness for (1) up to \$100,000 for the purchase of the LeaseCo Premises, and (11) money that Grantee actually expends for the construction of any improvements or partially constructed improvements, shall be disturbed or divested by LeaseCo's exercise of its right or power to terminate the right, title and interest of Grantee, as aforesaid; provided, however, that the total indebtedness secured by such mortgage shall not exceed \$450,000, and no disbursements of mortgage funds shall be made without LeaseCo's prior written approval.

1.08. Grantee shall not be entitled to receive any portion of the moneys to be paid by LeaseCo upon such termination until LeaseCo is able to obtain an Owner's Policy of Title Insurance from Lawyers Title Insurance Corporation, insuring that LeaseCo is the owner of the fee simple title to the premises free of all liens and encumbrances other than those which now affect the title. Any claims or liens against the premises, created subsequent hereto (including, without limitation, any mortgage), and capable of being terminated by payment of a liquidated sum of money, may be discharged and terminated by LeaseCo out of the moneys to be paid to Grantee, or LeaseCo may, at its option, deduct the amount of any or all such claims or liens from the amount to be paid to Grantee, and take title subject to such claims or liens as could otherwise be discharged and terminated. If LeaseCo elects to discharge such encumbrances, it shall be entitled to so discharge any mortgage notwithstanding any prohibition against pre-payment stated in any mortgage, loan agreement, note, or other document.

1.09. If any claims, liens or encumbrances against the premises are created or suffered to occur subsequent hereto

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CITY OF LAS VEGAS

which cannot be terminated by payment of a liquidated sum of money, or if there are liens, claims and encumbrances for liquidated sums of money that in the aggregate exceed the sum of money to be paid to Grantee, LeaseCo may, at its sole option, revoke its notice of termination of the estate hereby conveyed, and evidence such revocation by recording a quitclaim deed of the premises to Grantee.

1.10. Upon notice of termination of the estate hereby conveyed, as aforesaid, LeaseCo shall be immediately entitled to possession of the premises. At the time LeaseCo is entitled to possession of the premises, Grantee shall quit and peacefully surrender its interest and possession in the premises to LeaseCo, and LeaseCo upon and at any time after the date that it is entitled to possession may, without further notice, re-enter and repossess the premises as against Grantee, its successors and assigns, either by force, summary proceedings or otherwise, without being liable to any prosecution therefor. During the time subsequent to any termination of the estate hereby conveyed, and continuing until LeaseCo is in actual physical possession of the premises, Grantee shall indemnify, defend, and hold LeaseCo harmless against all actions, claims, demands, costs, damages, penalties or expense of any kind, which may be brought or made against LeaseCo, or which LeaseCo may pay or incur, through any act or omission of Grantee in or on the premises and streets and sidewalks abutting thereon.

1.11. If the Lincoln Sales Agreement and Mercury Sales Agreement between Ford Marketing Corporation and Haden, Inc. shall be terminated, for any reason, prior to Grantee's completion of the New Improvements and occupancy of them, as so improved,

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LeaseCo shall have the right and power to terminate any and all right, title and interest of Grantee in and to the LeaseCo Premises, and LeaseCo shall have the right to repossess itself of the lands hereby conveyed together with any improvements placed thereon by Grantee, all upon the same terms, terms and conditions as though there were a default of the Lease on 1.1.11 or 1.1.11 at no.

ARTICLE IReserved First Right of Refusal
to Purchase

1.1. LeaseCo hereby reserves the first right of refusal to purchase the LeaseCo Premises for a period of 15 years from the date hereof. The LeaseCo Premises, or any portion thereof, shall not be sold to any third party unless LeaseCo has first been given written notice of the proposed sale. Grantee shall submit with such notice a signed copy of the offer from such third party to purchase the LeaseCo Premises, or any part of them, and a signed copy of the acceptance of such offer, subject only to LeaseCo's prior right to purchase the LeaseCo Premises, or any part of them. LeaseCo shall have the option, which it may exercise by written notice mailed to Grantee within 10 days after receipt of such notice, to purchase the LeaseCo Premises, or such part thereof as is proposed to be sold, for itself, its nominee or assignee, at the same purchase price and upon the same terms as offered to the third party. If LeaseCo does not exercise its option to purchase the LeaseCo Premises, or such part, within the aforementioned period, (a) this first right of refusal to purchase shall, nevertheless, remain in full force and effect, and (b) in the event of any subsequent proposed sale by Grantee, or any

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successor in title, LeaseCo shall continue to have an option to purchase the LeaseCo Premises, or any part thereof, upon the terms and conditions stated in this paragraph.

2.02. LeaseCo's first right of refusal to purchase the LeaseCo Premises, as herein reserved, shall be assignable, either before or after notice by Grantee of a proposed sale, and either before or after an exercise of such right of first refusal to purchase.

ARTICLE 3

Reserved Right of Option to Lease

3.01. LeaseCo hereby reserves conditional options to lease the LeaseCo Premises, as follows. If, subsequent to Grantee's (i) completion of the New Improvements in accordance with Sections 1.01 and 1.02, above, and (ii) occupancy of the LeaseCo Premises in accordance with Section 1.03 above, but prior to May 31, 1986, there should be a termination, for any reason, of both the Lincoln and Mercury Sales Agreements between Grantee and Ford Marketing Corporation, or their successors and assigns, (other than a termination of such Sales Agreements for the replacement of such Sales Agreements) LeaseCo shall have an option to lease the LeaseCo Premises for a monthly rental of \$5,092.00 for a term of 15 years, and such lease shall be otherwise upon the same terms and conditions contained in the attached form of lease entitled Lease Agreement attached hereto as Exhibit 2, provided, however, that in no event shall LeaseCo's right of occupancy pursuant to such lease extend beyond 15 years from May 1971. LeaseCo's option to lease the LeaseCo Premises

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shall continue for 90 days following notice to it of such termination of Sales Agreements.

3.02. With respect to the right to exercise the option to lease pursuant to Section 3.01, above, LeaseCo may exercise such right in the name of and on behalf of, or may assign such right to Ford Motor Company, a Delaware corporation, to Ford Marketing Corporation, to any wholly-owned subsidiary of Ford Motor Company or Ford Marketing Corporation, or to any person, firm or corporation which has been or will be granted a Sales Agreement and/or a service franchise agreement from Ford Motor Company or any subsidiary of Ford Motor Company which shall issue sales and/or service franchise agreements for the conduct of any automobile dealership business at the LeaseCo Premises. If Grantee is served with notice of such exercise in the name of or on behalf of such subsidiary, person, firm or corporation, as the case may be, or of any such assignment, Grantee shall extend to such subsidiary, person, firm, corporation or assignee, as the case may be, all the rights and privileges reserved by LeaseCo under Section 3.01, above.

3.03. In the event LeaseCo, its successors or assigns, shall exercise an option to lease on behalf of any person, firm or corporation that has been or will be granted a Sales Agreement, as described in Section 3.02 above, and there should be a subsequent termination, for any reason, of such Sales Agreement(s) (other than a termination of such Sales Agreement(s) for the replacement thereof with revised forms or later editions of such Sales Agreement(s)) LeaseCo shall again have an option to lease

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the LeaseCo Premises, on the same basis and conditions as are stated in Sections 3.01 and 3.02, above, to the extent applicable, so that LeaseCo may exercise such option or options to lease any number of times, successively, upon the occasion arising, during the period from the date of Grantee's completion of the New Improvements and occupancy of them until May 31, 1986.

3.04. If LeaseCo exercises its right to exercise the option to lease, pursuant to Section 3.01, 3.02, 3.03 or any of them, Grantee, without any further consent, or act, or deed or execution, shall be deemed to have entered into the lease that arises from such exercise. It is the intention of the parties that the provisions of this Article 3 for such lease or succession of leases shall be self-operative upon exercise of the option or options and that no further instrument shall be required to effect any such lease, but Grantee shall, however, upon request by LeaseCo, at any time or times, execute and deliver any and all instruments that may be reasonably necessary or proper to effect such lease or leases or to confirm or evidence the same; and in the event that Grantee, its successors and assigns, shall fail to execute and deliver any such instrument or instruments, LeaseCo, in addition to any other remedies, may, as the agent or attorney-in-fact of Grantee, execute and deliver the same, and Grantee hereby irrevocably constitutes and appoints LeaseCo as its agent and attorney-in-fact for such purpose.

3.05. The monthly rental to be paid under any lease arising from an exercise of any option to lease pursuant to this

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Article 3, being \$5,092.00 as stated in Section 3.01 above, has been calculated on the basis of being one-twelfth of 9.3% of an amount equal to the sum of (1) the present sale price of the LeaseCo Premises (\$301,994), plus (11) \$355,000 which is the cost of constructing the New Improvements in accordance with a contract for such construction that has been negotiated by Grantee with its general contractor.

3.06. In the event of any condemnation or expropriation of part of the LeaseCo Premises and/or of the New Improvements that may take place prior to the commencement of any lease that may arise from an exercise of any option to lease pursuant to this Article 3, the monthly rent to be paid under such lease shall be reduced by one-twelfth of 9.3% of the amount of any award payable by condemning authority for such condemnation.

3.07. In the event of damage to all or any part of the New Improvements by reason of fire or other casualty that may take place prior to the commencement of any lease that may arise from an exercise of any option to lease pursuant to this Article 3, Grantee, at Grantee's expense, shall repair such damage and restore the New Improvements. Should Grantee refuse or fail for any reason, to expeditiously make such repairs and restoration, the tenant under such lease, at its sole option, may proceed to make such repairs and restoration, and (1) a just proportion of the rent shall abate until such restoration has been completed, and (11) the tenant under such lease may credit its expense of so making such repairs and restoration against any rental to become due under such lease.

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ARTICLE 4

Miscellaneous

4.01. Delay No delay by LeaseCo in instituting or prosecuting its rights or powers to terminate the estate herein granted or otherwise asserting its rights and interests in and to the LeaseCo Premises shall operate as a waiver of such rights or shall deprive LeaseCo of or limit its rights in any manner whatsoever, it being the intent of this provision that LeaseCo shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy under this Indenture or at law or in equity because of concepts of waiver, laches or otherwise, to exercise such remedies at any time when LeaseCo may still hope otherwise to resolve the problems created by the occurrence and continuance of a default by Grantee, or any other dispute arising hereunder; nor shall any waiver in fact made by LeaseCo with respect to any specific right be considered or treated as a waiver of the rights of LeaseCo except to the extent expressly waived in writing.

4.02. Notices All notices, demands, requests, consents and other communications which are required or permitted to be given under this indenture shall be in writing and shall be deemed to have been properly given if sent by United States registered or certified air mail, postage prepaid, addressed:

(a) if to Grantee, at 2000 Las Vegas Boulevard, South, Las Vegas, Nevada 89105;

(b) if to LeaseCo, at The American Road, Dearborn, Michigan 48121, attention of Dealership Real Estate Office, or

(c) to either of the above, at such address as either may have furnished to the other in writing as aforesaid.

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Any such notice, demand, request, consent or other communication shall be deemed to have been given on the date of the registration or certification thereof.

3.03. Further Assurances Grantee and LeaseCo each agree that it will, at any time and from time to time after the date of this indenture, upon written request from the other party hereto, execute, acknowledge and deliver any and all such further documents and instruments as may reasonably be requested by such other party in order fully to effectuate the purposes of this indenture and the consummation of the transactions herein contemplated.

3.04. Run with Land The covenants, agreements, terms and conditions, and reserved rights and powers of this indenture shall be deemed running with the LeaseCo Premises and shall apply to and be binding upon the respective successors and assigns of Grantee and all persons claiming under or through Grantee or any such successor or assign, and shall inure to the benefit of LeaseCo and its successors and assigns.

4.05. Remedies In the event of any breach or threatened breach by Grantee or anyone claiming under Grantee of any of the covenants, agreements, terms or conditions of this Indenture, LeaseCo shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right, power and remedy provided for herein or allowed at law or in equity or by statute or otherwise.

4.06. Modifications Neither this Indenture nor any provision, hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver or termination is sought.

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4.07. Headings The headings of the articles and sections of this Indenture have been inserted for convenience or reference only, and shall in no way modify, restrict or construe any of the provisions contained therein.

4.08. Execution This Indenture may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

4.09. Governing Law This Indenture shall be governed by the laws of the State of Nevada.

4.10. Superior Rights This Indenture is, and the rights of Lessee hereunder shall be, prior, senior, and superior to (and not subject or subordinate to) any interest hereafter created in the Leasehold Premises and all of the rights, privileges and interests in the Leasehold Premises and/or the New Improvements created or suffered by Grantee shall be subject, junior and subordinate to this Indenture and to all of the rights, privileges and interests of Lessee in and to the Leasehold Premises and the New Improvements.

4.11. Entire Agreement This Indenture embodies the entire agreement between the parties with respect to the transactions contemplated hereby and there have been and are no agreements, representations or warranties between the parties with respect to such transactions other than those set forth herein or provided for herein.

4.12. Severability In case any one or more of the rights, powers or options reserved by Lessee in this Indenture shall be invalid, illegal or unenforceable in accordance with their terms in any respect, the validity of the remaining rights,

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powers and options reserved by LeaseCo in this Indenture shall be in no way affected, prejudiced or disturbed.

4.13. Rights are Cumulative Each right, power and remedy of LeaseCo provided for in this Indenture shall be cumulative and concurrent and shall be in addition to every other right power or remedy provided for in this Indenture or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LeaseCo of any one or more of the rights powers or remedies provided for in this Indenture or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LeaseCo of any and all other rights, powers or remedies provided for in this Indenture or now or hereafter existing at law or in equity or by statute or otherwise. By way of emphasis, but not by way of limitation, the exercise by LeaseCo of an option to lease pursuant to Article 3 hereof shall not in any way diminish its continuing right of first refusal to purchase the LeaseCo Premises pursuant to Article 2 hereof.

4.14. Letter of Intent The parties hereto recognize that Ford Marketing Corporation has or will be executing a letter of intent, so called, in the form of Exhibit 3, hereto. Although the rights afforded to Ford Marketing Corporation under such letter of intent are similar to, and in some respects duplicate the rights and powers of LeaseCo reserved under this Indenture, the rights of LeaseCo as reserved in this Indenture are sole, separate and apart from the rights afforded to Ford

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Marketing Corporation pursuant to such letter of intent. The exercise by Ford Marketing Corporation of any of its rights under the letter of intent shall not be deemed to in any way diminish or limit LeaseCo's rights as reserved hereunder.

IN WITNESS WHEREOF, LeaseCo and Grantee have each caused this Indenture to be signed on their respective behalf by their respective officers, each of whom is duly authorized so to do, all as of the day and year first above written.

FORD LEASING DEVELOPMENT COMPANY

By Robert V. Vincent
Its Assistant Secretary
ROBERT V. VINCENT

BILL HADEN, INC.

By Wm T. Haden
Its President WM T HADEN
By Jean Haden
Its Secretary JEAN HADEN

MAIL TAX STATEMENT TO:

BILL HADEN, INC.
2000 LAS VEGAS BLVD SO.
LAS VEGAS, NEVADA

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RIDER 1

(Attached to and forming a part of that certain Lease Agreement dated _____, 19____, between _____ as Landlord, and _____ as Tenant.)

Insurance 22. Tenant, at its expense, shall obtain and maintain throughout the term of this Lease Agreement, or any extension or renewal thereof, fire insurance including the risks generally known as extended coverage in such amounts and with such insurance companies as Landlord may reasonably designate from time to time. All policies will insure Landlord and Tenant as their respective interests may appear, and Landlord will have the right if a mortgage is secured upon the premises to require Mortgage endorsement on the policies in the customary form under which the proceeds will be payable to such mortgagee, but the right of Landlord to require such endorsement and the right of the Mortgagee to receive the proceeds will be conditioned upon the prior agreement by the Mortgagee to permit the insurance proceeds to be used in payment of the cost of rebuilding and restoring the premises.

Taxes 23. For the purposes of this ad valorem property tax clause:

- (a) "applicable taxes" shall mean only those real estate taxes assessed and levied against the premises;
- (b) "Lease term" shall include the initial term of the lease and all extensions thereof unless the lease be terminated or cancelled earlier as provided in this agreement in which case the "Lease term" shall include only the abbreviated period;
- (c) applicable taxes are for and pertain to the fiscal year July 1 to June 30 in which occurs the tax status day (sometimes referred to as the "tax day," "assessment day," "date of finality," used in the determination of such taxes.

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Landlord shall make all arrangements necessary to have the collecting authority send all pertinent tax bills directly to Tenant. All pertinent tax bills received by Landlord shall be immediately forwarded directly to Tenant to permit timely remittance in the normal course of business. Landlord shall be fully liable for all interest and penalties reasonably chargeable to its failure to perform as aforesaid.

Tenant shall remit to the collecting authority applicable taxes becoming due and payable during the lease term. Tenant shall bear the expense of applicable taxes for full fiscal years within the lease term and, additionally, the expense thereof for the fiscal years in which the lease term begins or terminates in the proportion that the number of days the lease term exists within each of such fiscal years bears to the total number of days in such year. Applicable taxes remitted by Tenant but properly the expense of Landlord, as set forth herein, shall be paid to Tenant by Landlord promptly upon receipt of Tenant's written request accompanied by supporting documents.

Special assessments applicable to the premises which are confirmed or become due and payable, either in full or in part, prior to the lease term shall be remitted by, and be the sole expense of, Landlord. Tenant shall remit and bear as additional rent the expense of special assessments confirmed during the lease term but only to the extent such assessments become due and payable in full or in installments during the lease term. Those installments becoming due and payable beyond the lease term shall be the sole responsibility and expense of Landlord.

For purposes of this clause, payment in installments over the longest possible term shall be deemed to have been elected in any instance where a determinable option so to pay existed, or may exist, notwithstanding that an assessment may have been, or may hereafter be, paid in full, and Tenant shall bear the expense

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of only such installments as would have become due, payable, and delinquent during the lease term had the installment option been elected. Landlord agrees to give Tenant timely notice of, and an opportunity to participate in, all hearings and negotiations regarding special assessments affecting the premises.

Landlord agrees to arrange with proper tax officials an initial meeting, and, upon written request of Tenant, meetings thereafter throughout the lease term, for the purposes of negotiating the first, and any subsequent, real estate tax assessment against the premises, and that it will extend to Tenant a timely opportunity to participate in all such negotiations. Landlord agrees that it will not negotiate any assessment, nor concur therein, unless Tenant has participated as aforesaid, or has declined in writing to do so.

Tenant shall have the unrestricted right in its name, or in the name of Landlord if required, to pursue such administrative and judicial procedures as may be necessary to contest and appear from any assessment or valuation, and pay under protest any billing of real estate taxes or assessments all or part of which are borne by Tenant under the terms of this lease agreement. Landlord agrees to cooperate in all reasonable ways to further any such procedure by Tenant. Benefits and expenses resulting from any contest shall be borne ratably by Tenant and Landlord in proportion to the amount of the contested tax required to be borne by each pursuant to the terms of this Lease Agreement in the absence of a contest thereof.

Personal property taxes shall be borne and remitted by the owner of the personal property taxed.

RETURN TO: *TITLE INS.*

INST. 102116
OFFICIAL RECORDS BOOK AND
RECORDS DEPT. OF 129
TITLE INSURANCE AND TRUST CO.

MAY 25 3 19 PM '71

CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE 12200 DEPUTY AT
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