

GreenbergFarrow

1920 Main Street, Suite 1150
Irvine, CA 92614
t: 949 296 0450 f: 949 296 0479

PROJECT INFORMATION

SITE AREA
SITE AREA ± 11.75 ACRES

BUILDING AREA

BIG LOTS	44,746 SF
SAVERS	31,736 SF
BUILDING #1	9,648 SF
BUILDING #2	6,696 SF
BUILDING #3	10,000 SF
BUILDING #4	8,048 SF
BUILDING #5	9,000 SF
PAD 'A'	3,500 SF
PAD 'B'	4,000 SF
PAD 'C'	5,000 SF
TOTAL BLDG AREA	132,374 SF

TOTAL SITE COVERAGE: ±25.9% (±11,266 SF/AC)

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
TOTAL BLDG AREA	1 SP/ 250 SF	529	666
	4 SP/1000 SF		

TOTAL RATIO PROVIDED 5.03 SP/1000 SF

SAVERS INFORMATION

RETAIL	24,380 SF
NON-RETAIL	7,220 SF
SALES FLOOR	23,800 SF
PRODUCTION	4,790 SF
OFFICES	235 SF
OSD	330 SF

DEPARTMENT INFORMATION

WOMEN	8,649 SF
VEN	3,800 SF
KIDS	2,470 SF
SHOES	1,180 SF
FURNITURE	1,378 SF
VISC.	1,470 SF
BED & BATH	963 SF
BOOKS	660 SF
JEWELRY	90 SF
TOTAL ACCESSIBLE	20,660 SF

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	INITIALS
11.30.2010	PREPARING SP	II
01.17.2011	REVISED CONCRETE DOCK	AB

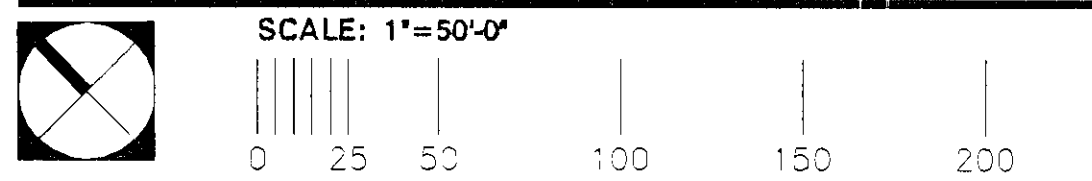
CLIENT SAVERS
CLIENT REPRESENTATIVE MATT THURLING

SITE PLANNER II
SITE DEV. COORDINATOR BARNEY MICHALCHUK

SAVERS

LAS VEGAS, NV
8530 W. LAKE MEAD BLVD

GFA PROJECT NUMBER 20100664.0



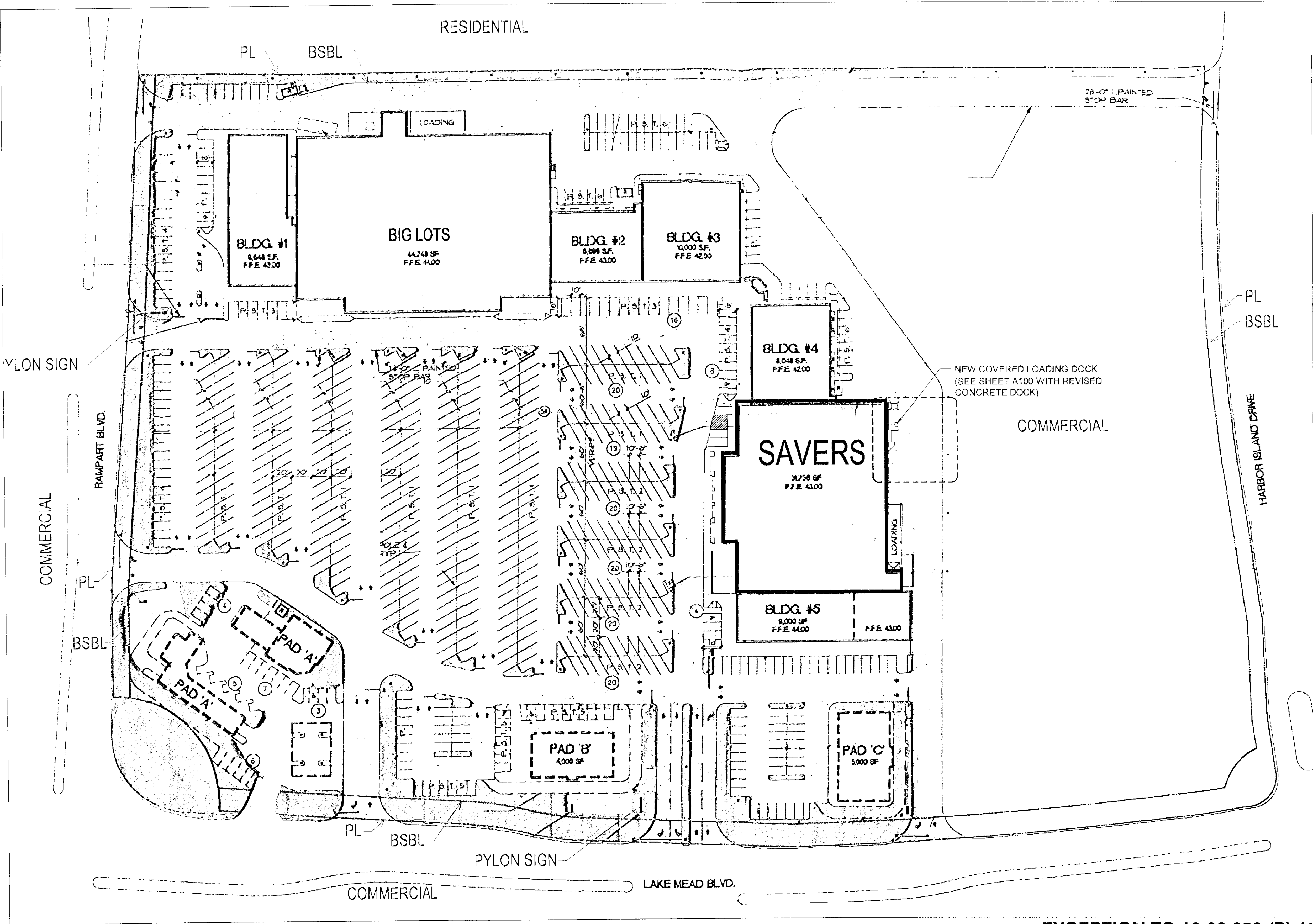
SP 1

RECEIVED
JAN 20 2011

SDR-40765

LEGEND

PL	-	PROPERTY LINE
BSBL	-	BUILDING SETBACK LINE
	-	EXISTING BUILDING



EXCEPTION TO 19.08.050 (D) (4)

PROJECT NAME

STORE# 1168
LAS VEGAS
NEVADA

**8530 W. LAKE MEAD BLVD.
LAS VEGAS, NV 89128-7630**

GreenbergFarrow

1920 Main Street, Suite 1150
Irvine, CA 92614
t: 949 296 0450 f: 949 296 0479

PROJECT TEAM

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DATE 08-19-2006 BY 60322 UCBAW/SJS/KSP/STP

ISSUE/REVISION RECORD

DATE	DESCRIPTION
11/18/10	QC/OWNER REVIEW SET
11/22/10	PERMIT/BID SET
12/14/10	PERMIT RESUBMITAL
12/15/10	BID SET
12/30/10	ADDENDUM A
01/05/11	ADDENDUM B

[illegible]

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
DOUGLAS COUPER

PROJECT MANAGER
FRANK CODA

QUALITY CONTROL
WARREN DRURY

DRAWN BY
ARMON BACOLOD

PROJECT NUMBER
20100664.0

SHEET TITLE

FLOOR PLAN

JAN 20 2015

SHEET NUMBER

A100

ISSUED FOR CONSTRUCTION

KEY NOTES

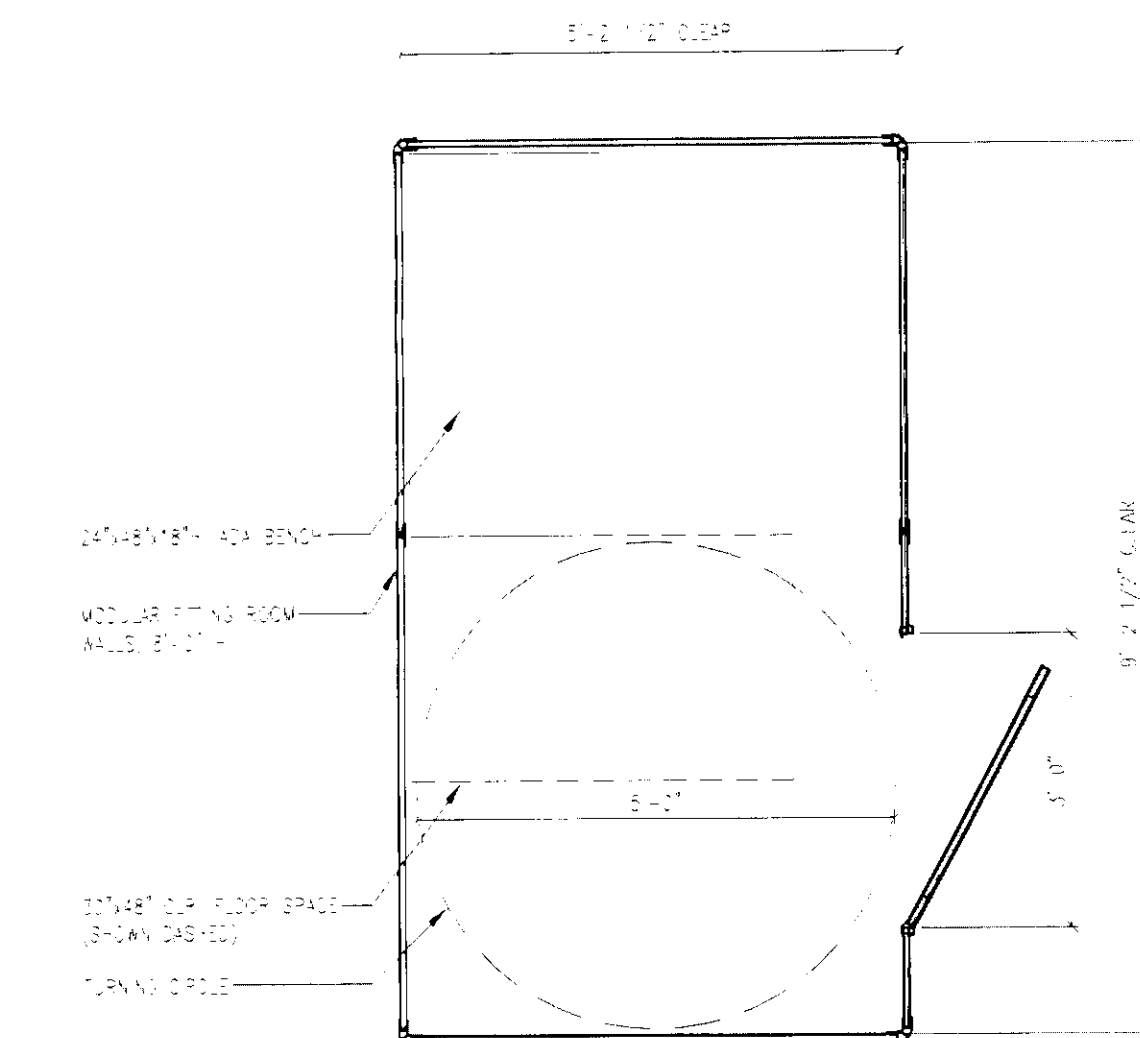
- [illegible]

GENERAL NOTES

1. PROVIDE BRICKING FOR ALL WALL, VERTICAL PARTIES AND CORNERS.
2. REPAIR AND DAMAGED DOWNPOUTS, DOWNPOUTS AT BRACE, ASBEST FOR SEP, DEBRIS, LTH
3. NESTED, CLEAN, AND SERVICE ALL EXISTING DRAIN DRAINS WITH INTRANT GRADE
4. REPAIR FIPS AND FIPNT ALL DRAIN AREA COLUMNS, AND NESTED S/S COLUMN WRAP TO 1ST AFT. THE
SIS DRAIN, S/S
5. REPAIR & REPLACE MATCH- AND REPAIR- DRYWALL TO A LEVEL 4 FINISH IN ALL LOCATIONS INCLUDING BEHIND
ALL EXISTING PARTIES

SYMBOL LEGEND

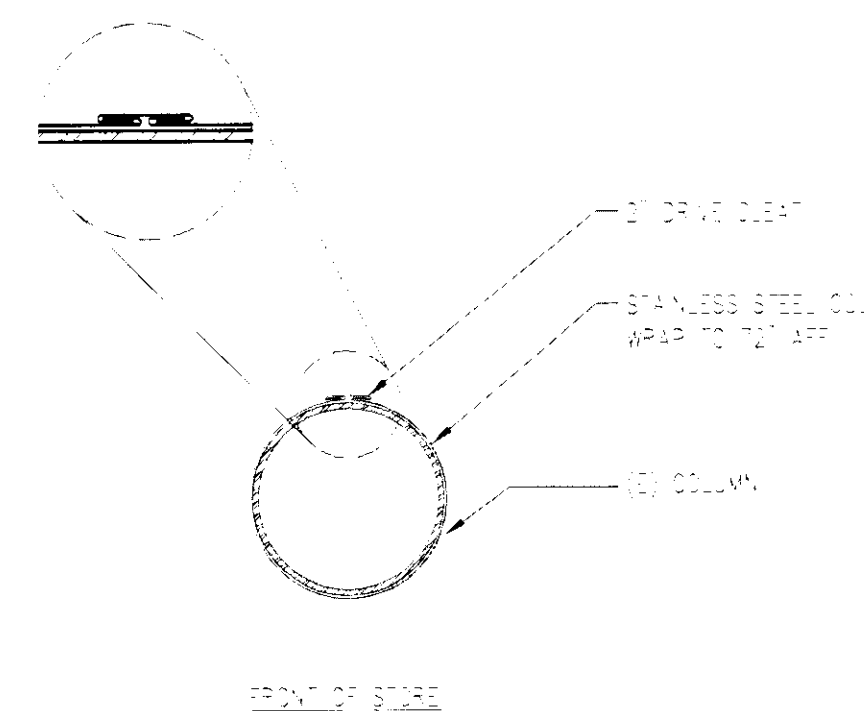
-  2000-01-01, 01-01-01
 2000-01-01, 01-01-01



6
A100

DETAIL - ADA FITTING ROOM

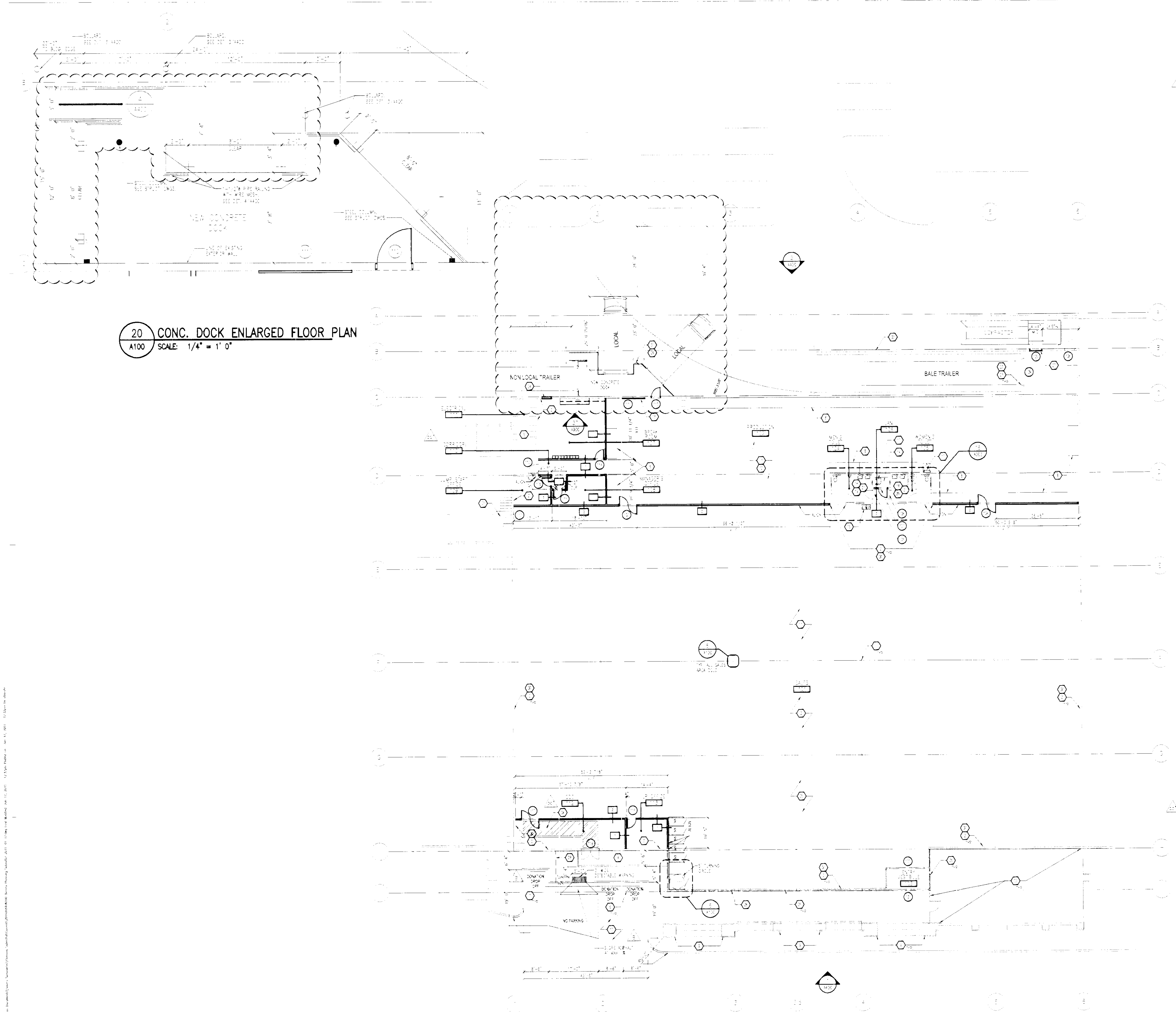
SCALE: $1/2" = 1' 0"$



5
A100

DETAIL - COLUMN WRAP

SCALE: 1-1/2" = 1'-0"



15 FLOOR PLAN
A100 SCALE: 1/16" = 1' 0"



5
A100

DETAIL - COLUMN WRAP

SCALE: 1-1/2" = 1'-0"

SDR-40765

EXCEPTION TO 19.08.050 (D) (4)

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01/05/11	ADDENDUM B

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE

DOUGLAS COOPER

PROJECT MANAGER

FRANK CODA

QUALITY CONTROL

WARREN DRURY

DRAWN BY

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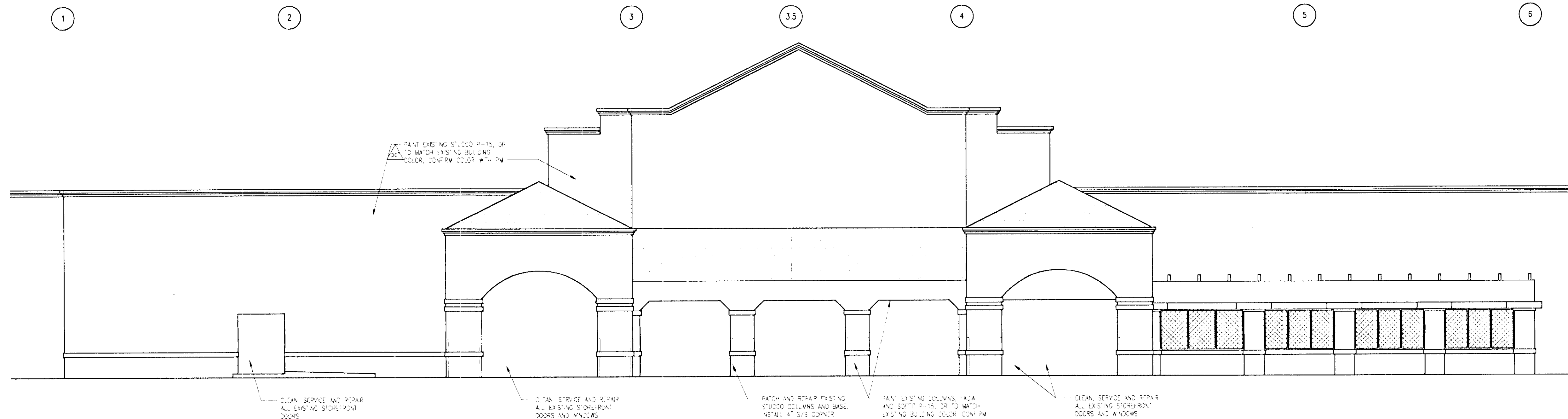
SHEET TITLE

**EXTERIOR
ELEVATIONS, CONC.
DOCK ROOF PLAN &
MISC. DETAILS**

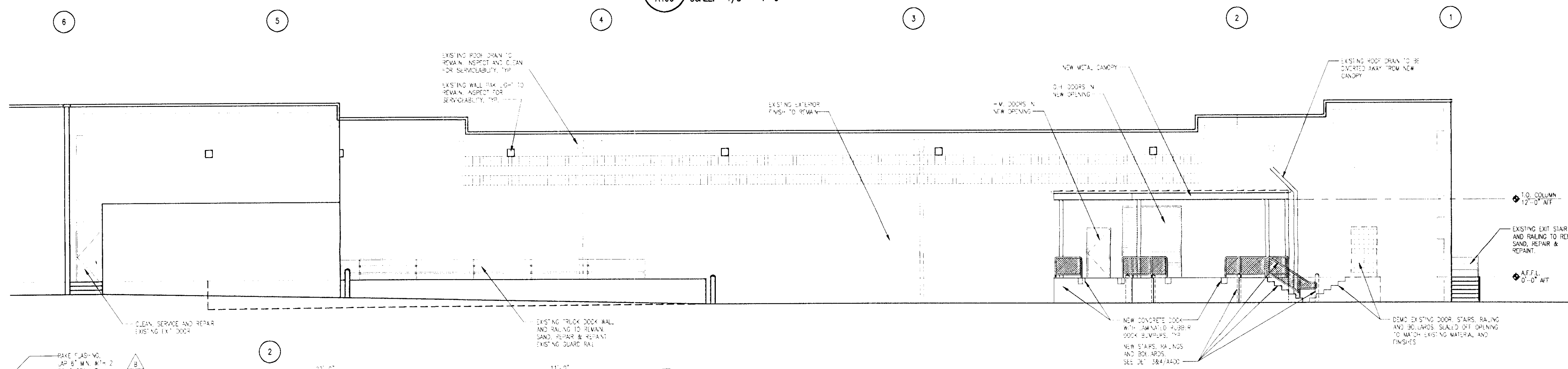
SHEET NUMBER

A400

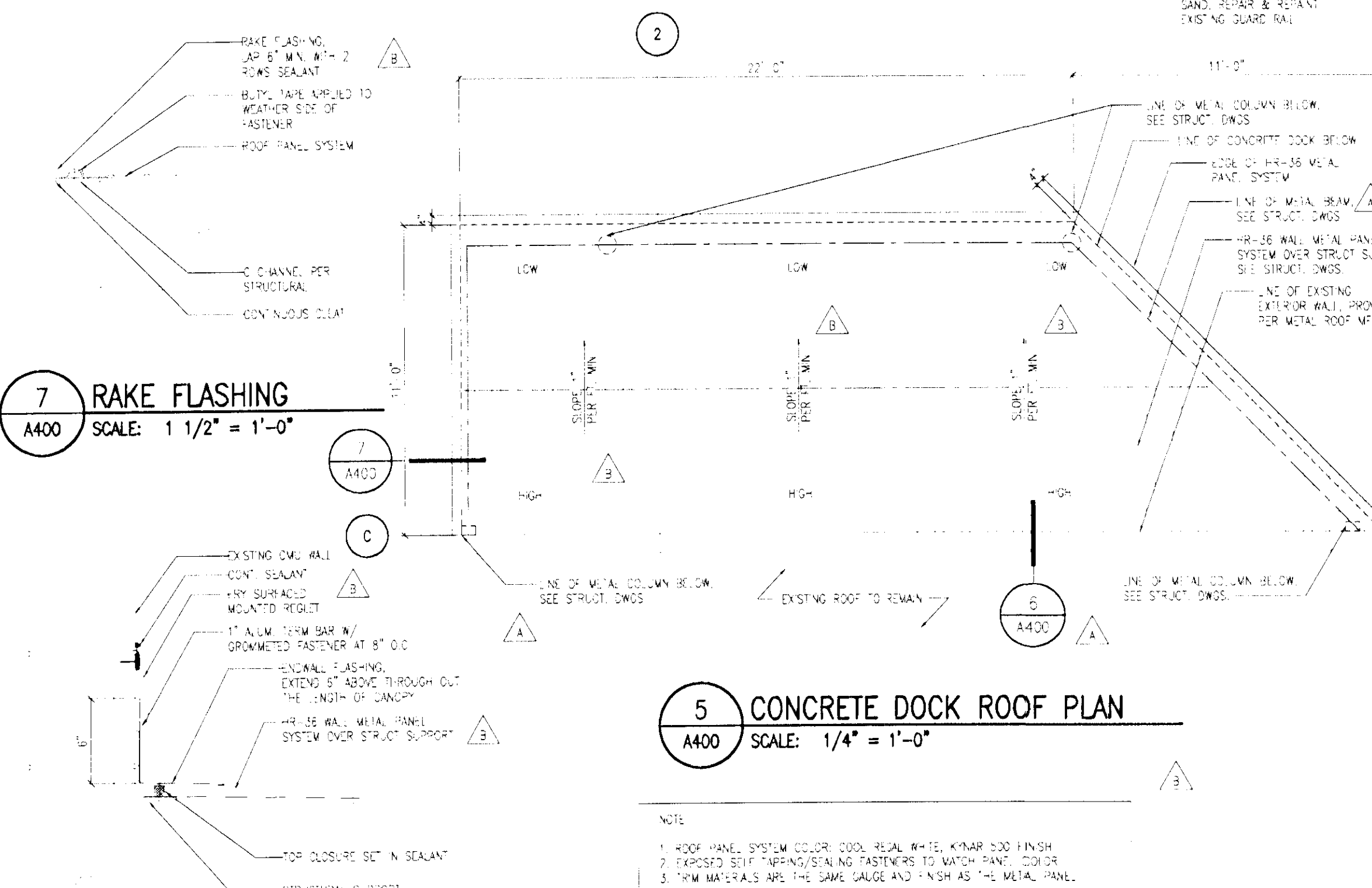
ISSUED FOR CONSTRUCTION



1 WEST ELEVATION
A400 SCALE: 1/8" = 1'-0"



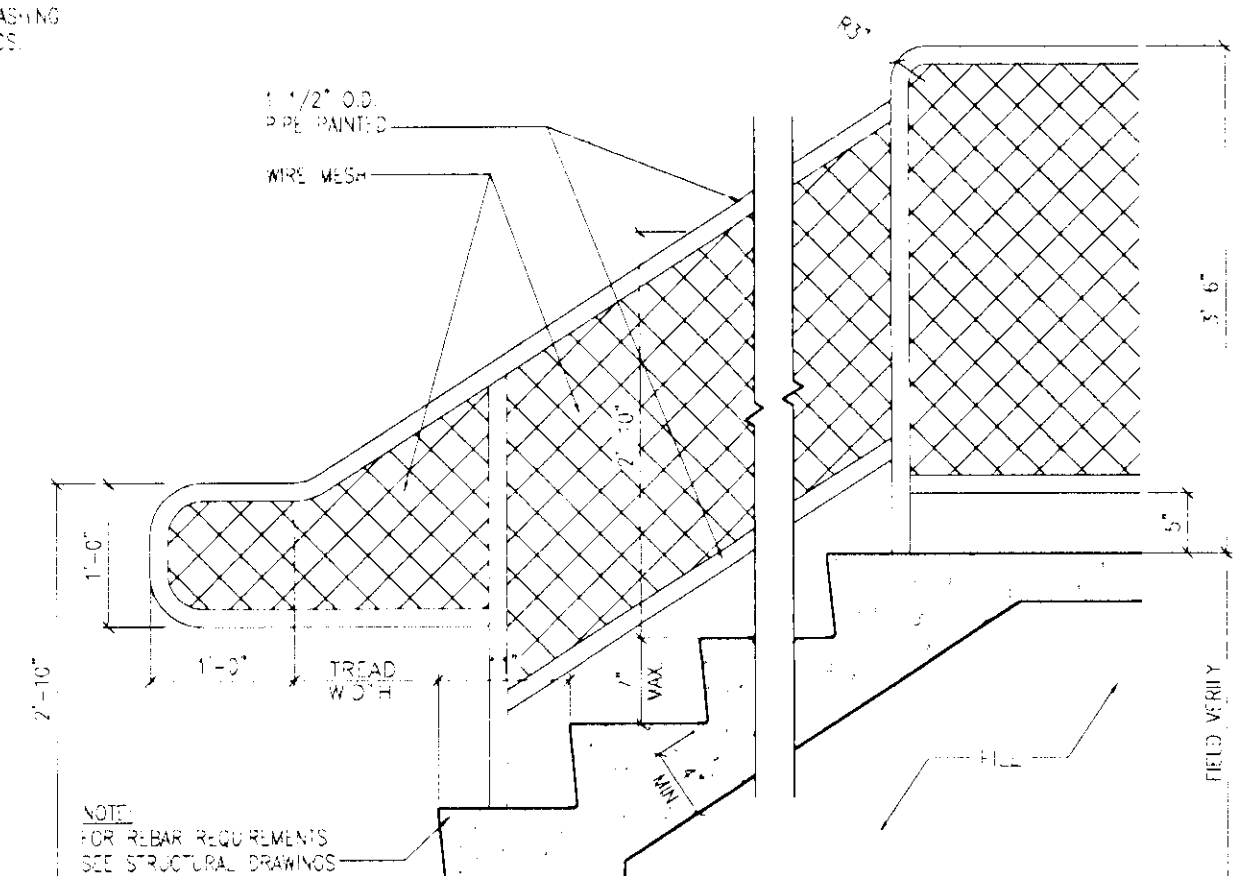
2 EAST ELEVATION
A400 SCALE: 1/8" = 1'-0"



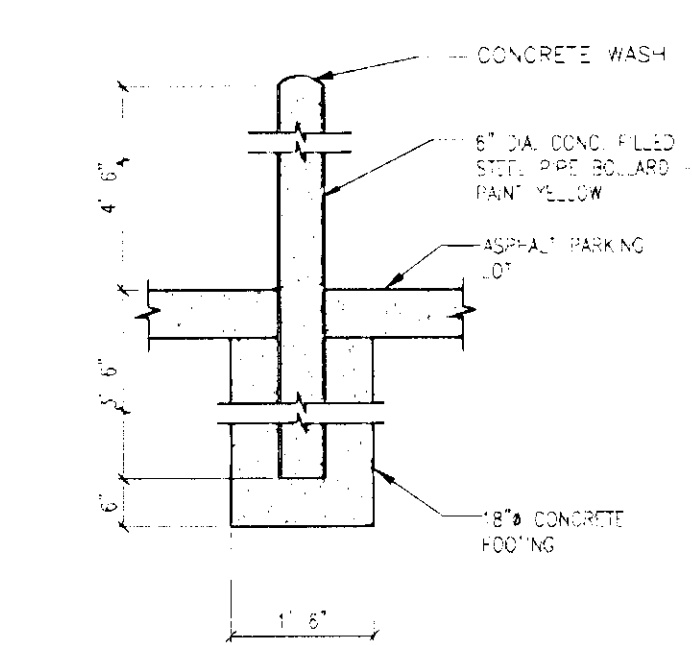
5 CONCRETE DOCK ROOF PLAN
A400 SCALE: 1/4" = 1'-0"

7 RAKE FLASHING
A400 SCALE: 1 1/2" = 1'-0"

6 FLASHING DETAIL
A400 SCALE: 1 1/2" = 1'-0"



4 GUARDRAIL AT STAIR
A400 SCALE: 3/4" = 1'-0"



3 PIPE BOLLARD
A400 SCALE: 1/2" = 1'-0"

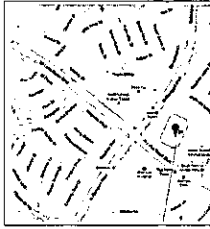
NOTES

1. NORTH AND SOUTH ELEVATIONS TO REMAIN AS-IS
2. CONTRACTOR TO REPORT TO ARCHITECT ANY FIELD DISCREPANCIES PRIOR TO CONSTRUCTION OF NEW CONCRETE DOCK.
3. ALL ROOF MODIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND SHALL RESULT IN A WATER TIGHT INSTALLATION.
4. PREPARE (CLEAN, SAND, PRIME, ETC.) ALL SURFACES PER PAINT MANUFACTURER'S RECOMMENDATIONS BEFORE PAINTING.
5. SEE A401 FOR PAINT FINISH LOGS.
6. GC TO INCLUDE IN BID ANY ACCOMMODATIONS NEEDED TO INSURE PAINTING HAPPENS ON SCHEDULE IN THE EVENT OF WINTER WEATHER CONDITIONS.
7. BONAGE WILL BE SUBMITTED AS A SEPARATE PERMIT.
8. CONTRACTOR TO PROVIDE ALTERNATE BID FOR STEEL STAIR.

IMPORTANT ROOF NOTE

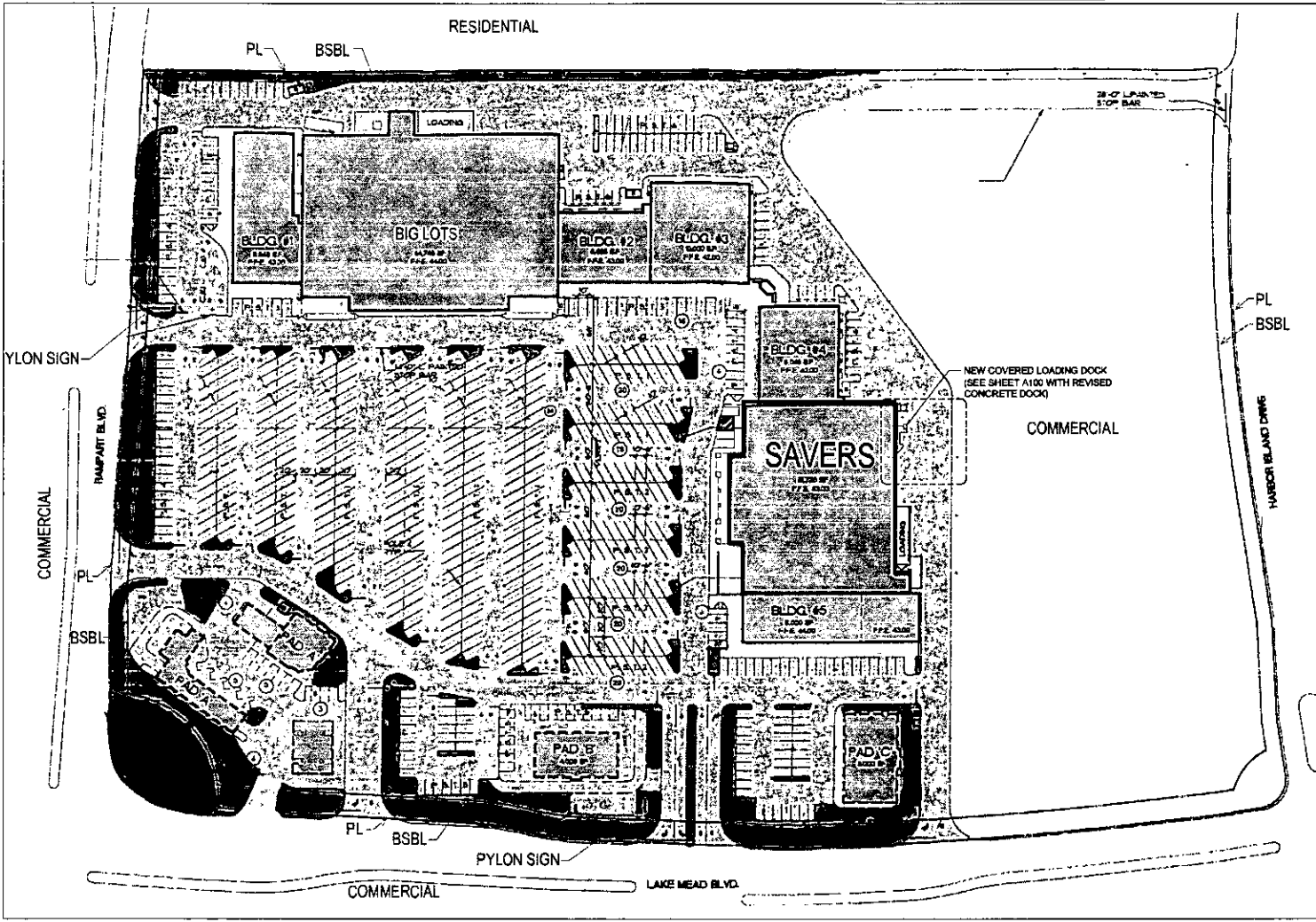
GC IS TO PROVIDE A ROOF INSPECTION REPORT AND PROPOSAL TO REPLACE THE EXISTING ROOF AS A SEPARATE LINE ITEM IN THE BID.

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LEGEND

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BSBL	-	BUILDING SETBACK LINE
EXISTING BUILDING	-	EXISTING BUILDING



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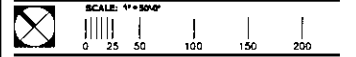
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CLIENT SAVERS
CLIENT REPRESENTATIVE WATT THURLING

SITE PLANNER B
SITE DEV. COORDINATOR BARNEY MICHALCHUK

savers
LAS VEGAS, NV
8530 W.LAKE MEAD BLVD

GFA PROJECT NUMBER 20100664.0



SP 1

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DATE	DESCRIPTION
11/15/10	DESIGNED REVIEW SET
11/15/10	PERMITS REVIEW SET
12/15/10	NO SET
12/15/10	NO SET
12/15/10	NO SET
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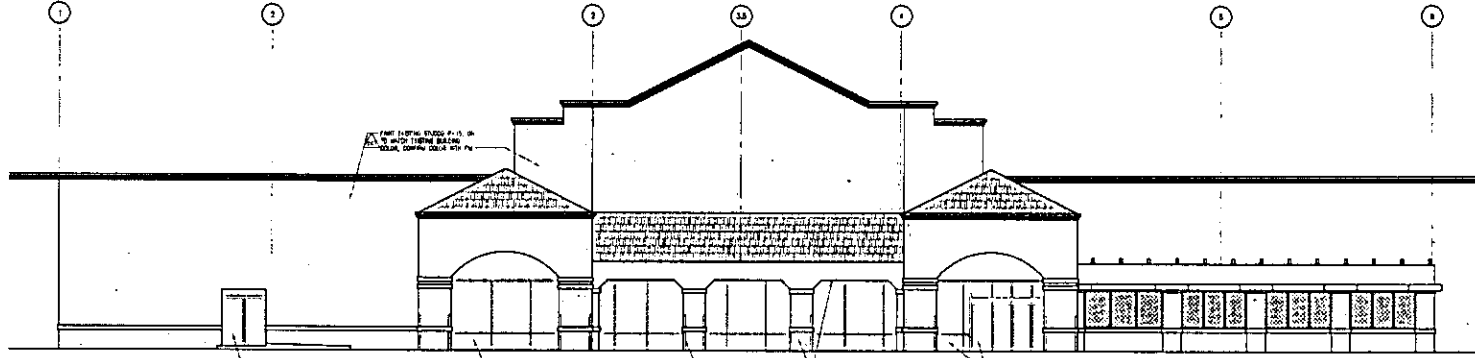
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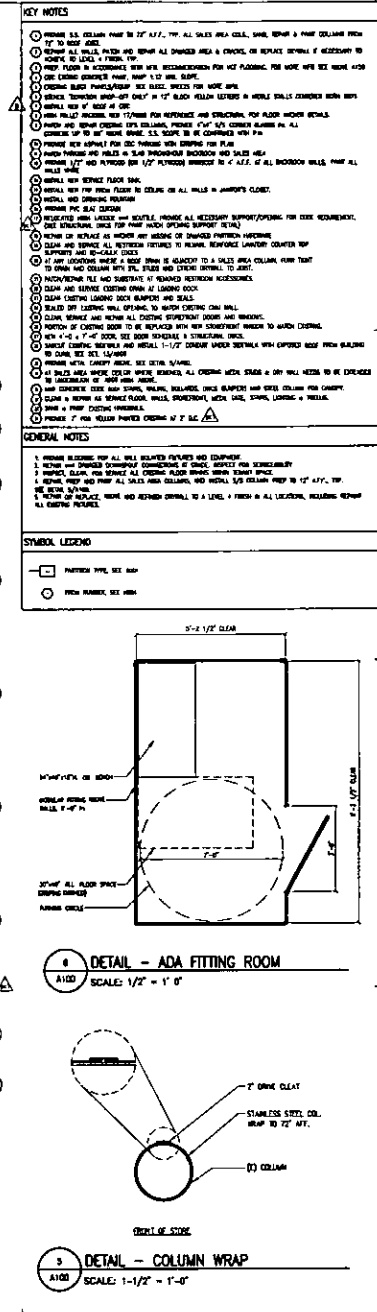
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EXTERIOR
ELEVATIONS, CONC.
DOCK ROOF PLAN &
MISC. DETAILS

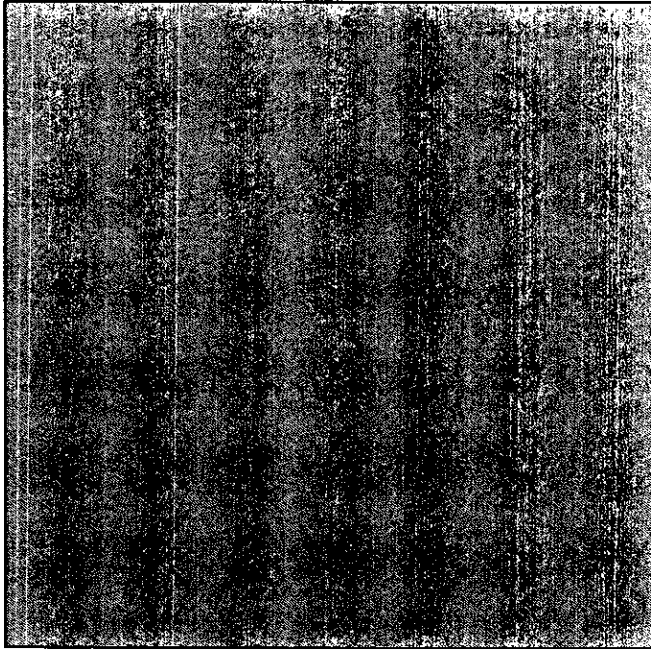
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ISSUED FOR CONSTRUCTION



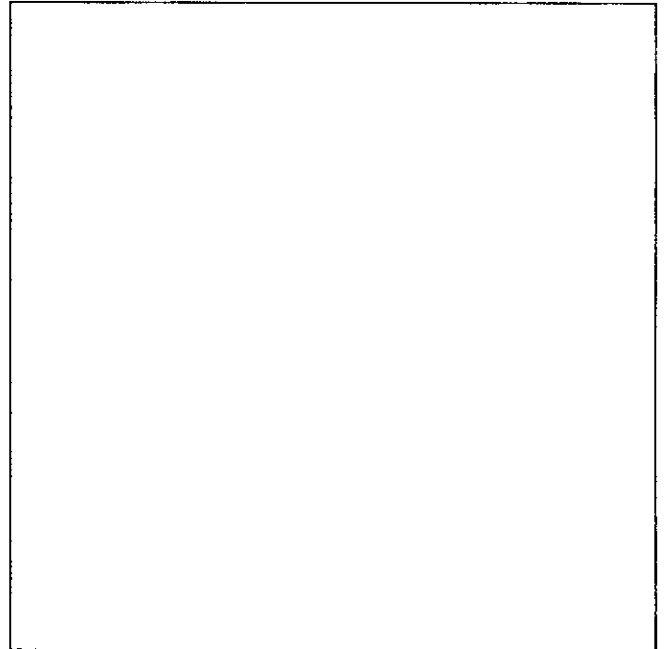


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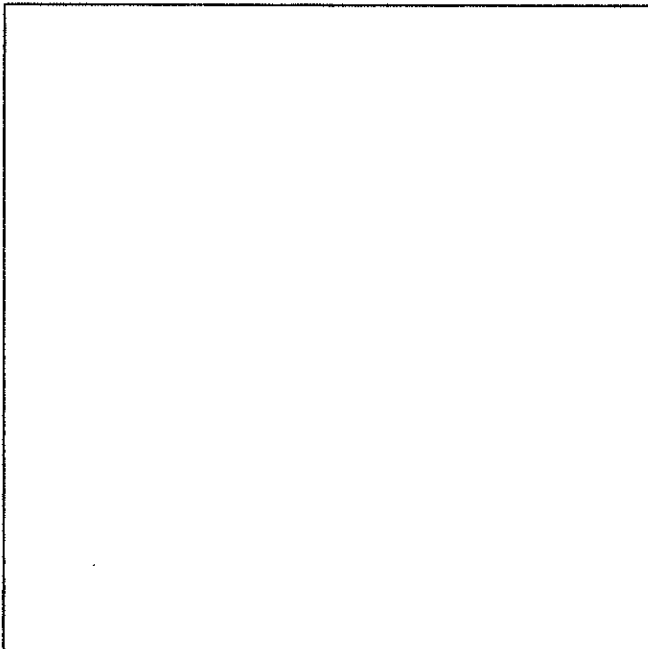
RAILING

PAINT TO MATCH EXISTING



BUILDING

PAINT TO MATCH EXISTING



CANOPY

ROOF PANEL SYSTEM

COLOR: COOL REGAL WHITE, KYNAR 500 FINISH

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Irvine, CA 92614
t: 949 296 0450 f: 949 296 0479

SAVERS

SAVERS LAS VEGAS

8530 W. LAKE MEAD BLVD.
LAS VEGAS, NV 89128

20100664.0

COLOR & MATERIAL BOARD

SCALE: AS NOTED

01/17/2011

NOTES:
1. SEE ARCHITECT'S DRAWING FOR
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PROFESSIONAL SEAL

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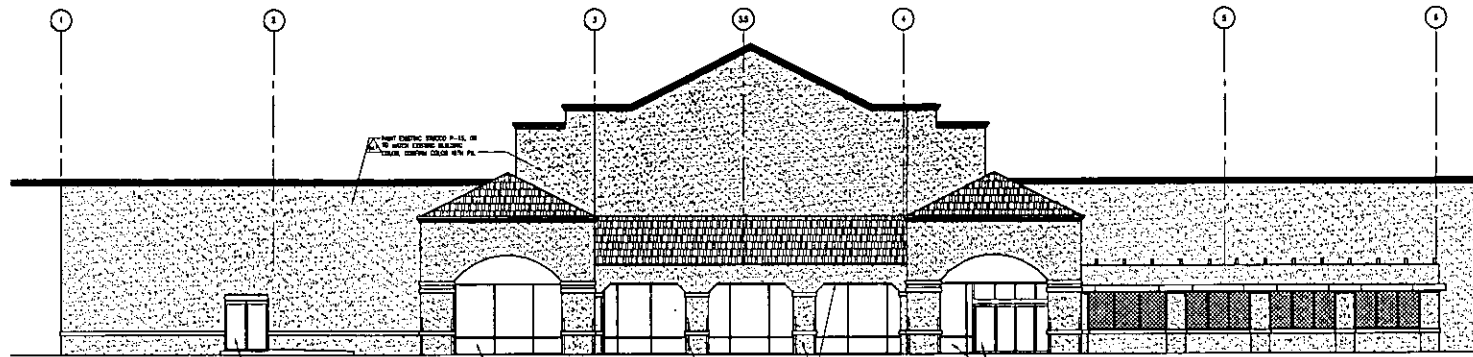
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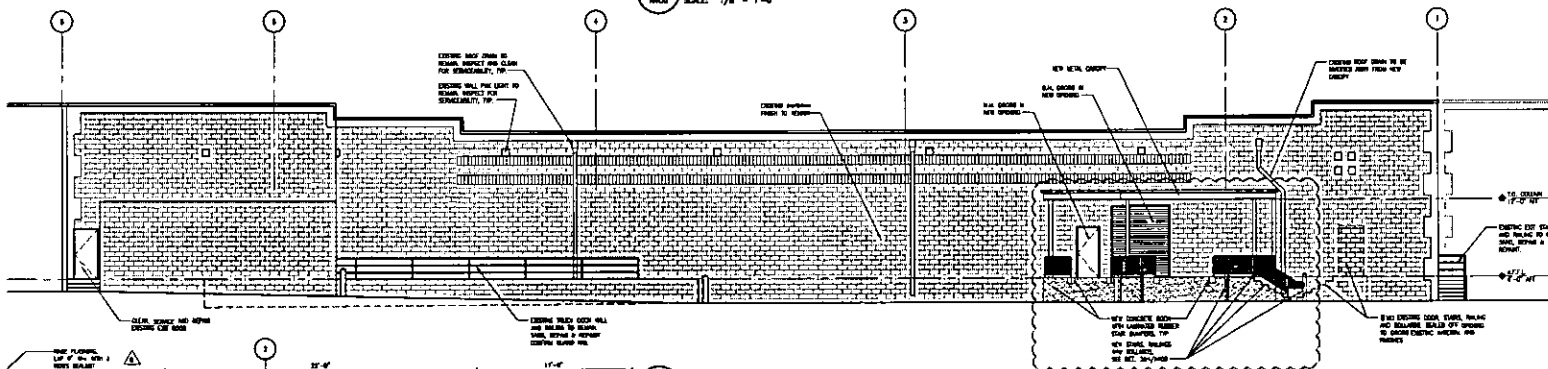
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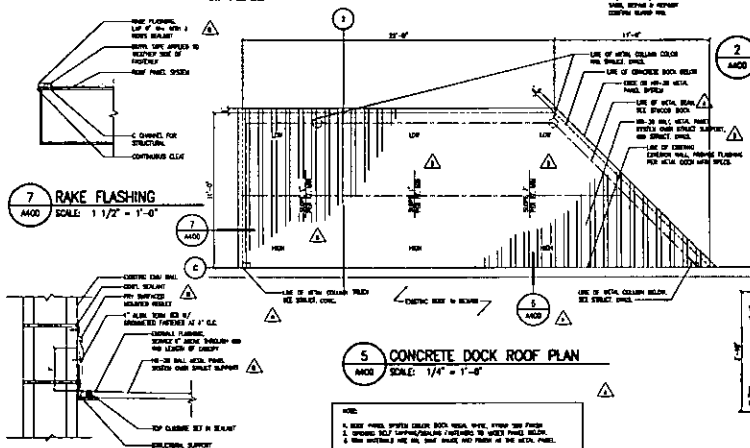
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1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



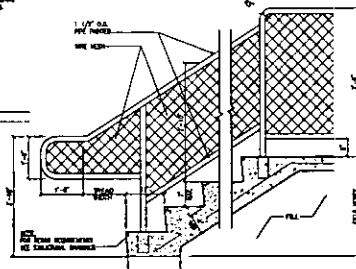
2 EAST ELEVATION
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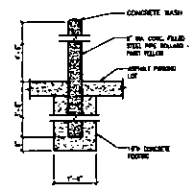
5 CONCRETE DOCK ROOF PLAN
SCALE: 1/4" = 1'-0"

7 RAKE FLASHING
SCALE: 1 1/2" = 1'-0"

6 FLASHING DETAIL
SCALE: 1 1/2" = 1'-0"



4 GUARDRAIL AT STAIR
SCALE: 3/4" = 1'-0"



3 PIPE BOLLARD
SCALE: 1/2" = 1'-0"

NOTES

1. REFER TO ARCHITECT'S DRAWING FOR NOTES TO BE SHOWN ON-TO
2. CONSTRUCTION TO BE DONE TO ARCHITECT'S AND FIELD SUPERVISOR'S DESIGN TO BE SHOWN ON-TO
3. ALL ROOF ACCESSORIES SHALL BE PROVIDED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND SHALL BE A MINIMUM 1/2" THICKNESS
4. FLASHING SHALL BE 1/2" THICKNESS (1/2" ALL SURFACES FOR FIELD MANUFACTURER'S RECOMMENDATIONS) WITH 1/2" THICKNESS
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IMPORTANT ROOF NOTE

C.C. IS TO PROVIDE A ROOF INSPECTION REPORT AND REPAIRS TO REPLACE THE EXISTING ROOF AS SHOWN ON-TO IN 6 MONTHS.

EXCEPTION TO 19-08-050 (D) (4)

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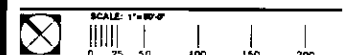
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savers

LAS VEGAS, NV
8530 W. LAKE MEAD BLVD

GFA PROJECT NUMBER 20100664.0

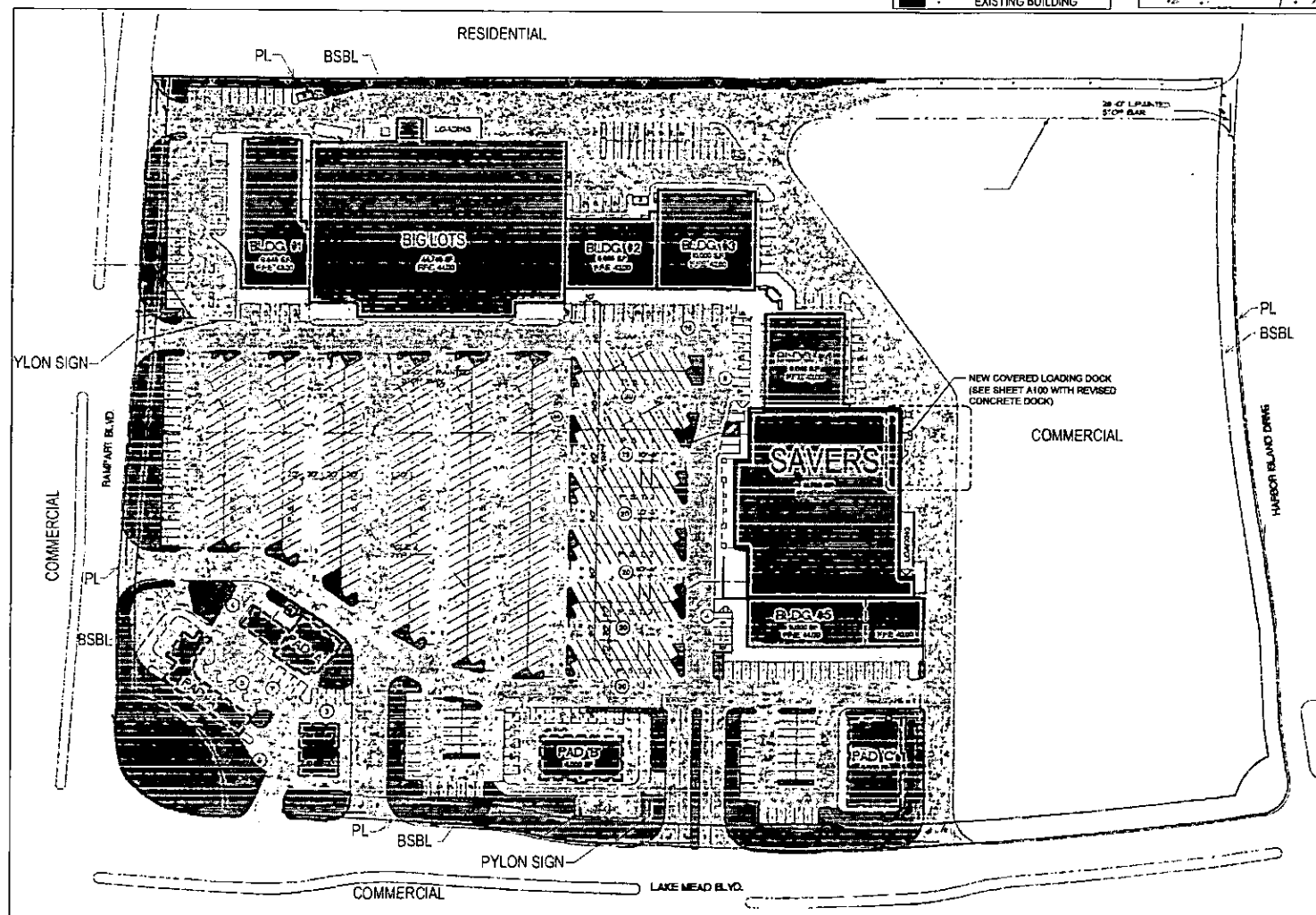


SP 1

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JAN 20 2011
SDR-40765

LEGEND

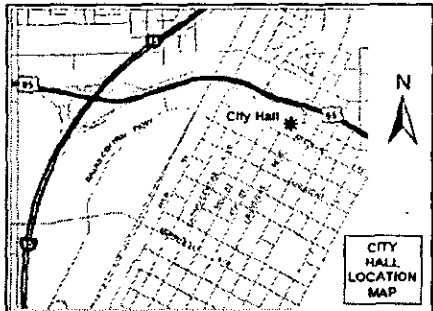
PL	PROPERTY LINE
BSBL	BUILDING SETBACK LINE
	EXISTING BUILDING



EXCEPTION TO 19.08.050 (D) (4)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-40765

Planning Commission Meeting of 3/8/2011

11 KRDCN11 89128

PRESORTED
FIRST CLASS



02 1M
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

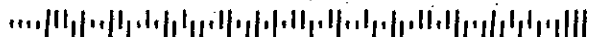
\$ 00.414



13821110003

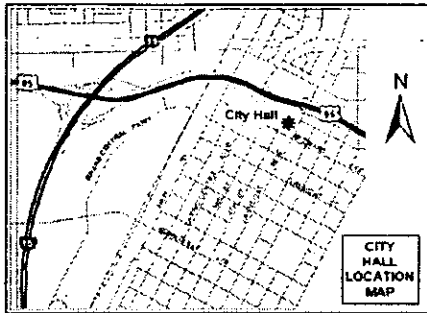
Case: SDR-40765

RICKEY KENNETH LEE & ANNA LEA TR
8425 SQUAW VALLEY AVE
LAS VEGAS NV 89128-7619



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

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SDR-40765

Planning Commission Meeting of 3/8/2011

8 LRDFN11 89134

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MAILED FROM ZIP CODE 89101
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FEB 24 2011

1302-25-11 LV NV 891 1

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MAR -3 2011

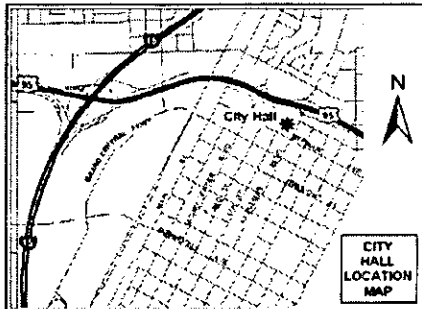
13820511003

Case: SDR-40765

MCDONALD JAMES R & NANCY A
2404 DESERT GLEN DR
LAS VEGAS NV 89134-8871

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

FEB 28 2011

24 KRDGN11 89108

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MAILED FROM ZIP CODE 89101
\$ 00.414
FEB 24 2011

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MAR -3 2011

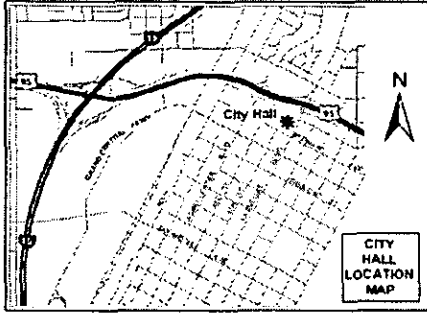
13820521001

Case: SDR-40765

FONG & ASSOC-MEADOWS LTD II ETAL
1553 N DECATUR BLVD
LAS VEGAS NV 89108-1204

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SDR-40765

Planning Commission Meeting of 3/8/2011

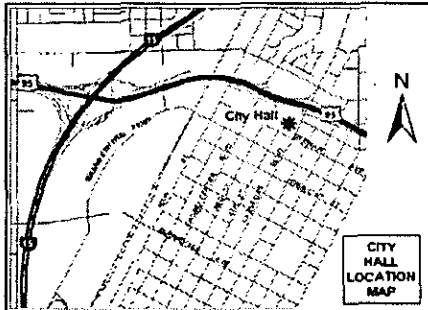
11 KRDGN11 89128



12

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT
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Planning Commission Meeting of 3/8/2011

11 KRDGN11 89128

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UNITED STATES POSTAGE
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0004279218 FEB 24 2011
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MAR 13 2011

Case: SDR-40765
13820513002
LLOYD VANN MILLER & ANNABELLE R
8437 DUTCH HILL CT
LAS VEGAS NV 89128-7624

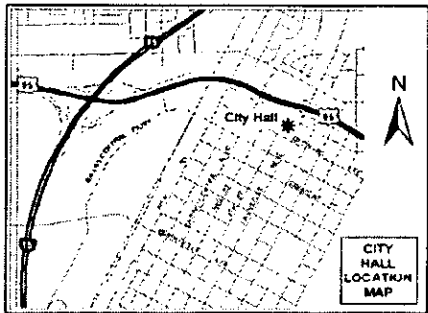
NO OBJECTION,
TO SAVERS LOCATING in the site,
so many VACANT stores around!



12

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT
this Request

☒ I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

BIG LOTS is already here, it doesn't belong in this neighborhood, let alone another cheap discount store!

11 KRCGN11 89128

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M \$ 00.414
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

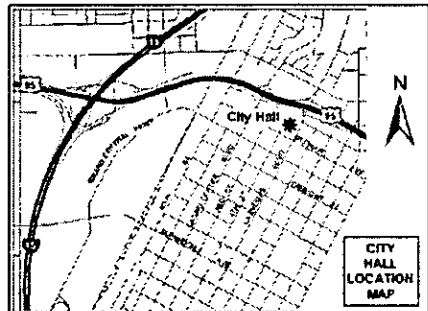
RECEIVED

MAR -7 2011

Case: SDR-40765
13821112006
ROBERTS RICHARD W & MARIANNE G
2317 ANGELFIRE ST
LAS VEGAS NV 89128-7613

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Planning Commission Meeting of 3/8/2011

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UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

RECEIVED

MAR -7 2011

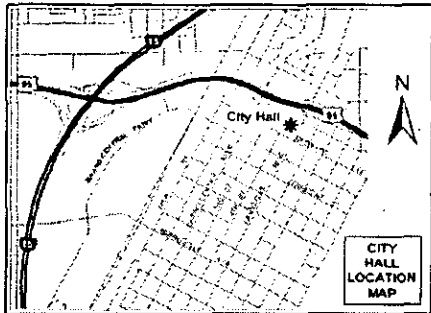
Case: SDR-40765
13821113022
HORDEN ELINOR J SEP PTY TR
8345 SNOWMASS DR
LAS VEGAS NV 89128-7601

11 KRCGN11 89128



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SDR-40765

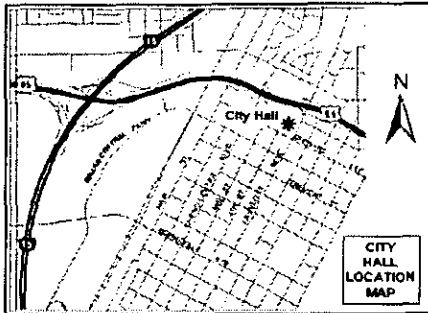
Planning Commission Meeting of 3/8/2011

6 KRDGN11 89134



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT
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☒ I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

11 KRDGN11 89128



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MAILED FROM ZIP CODE 89101
\$ 00.414
FEB 24 2011
PITNEY BOWES

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MAR -3 2011

13817811070
MOSS JOAN Y
2433 PALMRIDGE DR
LAS VEGAS NV 89134-8880

Case: SDR-40765

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UNITED STATES POSTAGE
02 1M
0004279218
MAILED FROM ZIP CODE 89101
\$ 00.414
FEB 24 2011
PITNEY BOWES

RECEIVED

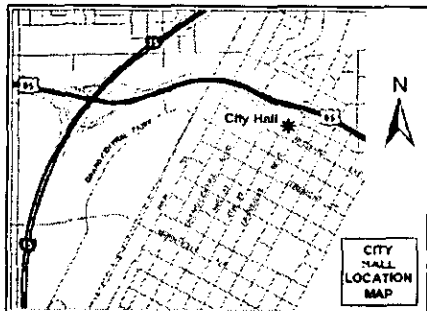
MAR -3 2011

13820518003
ROESNER KENT W & YOLANDA LIV TR
2105 RICO PEAK
LAS VEGAS NV 89128-7634

Case: SDR-40765

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT
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SDR-40765

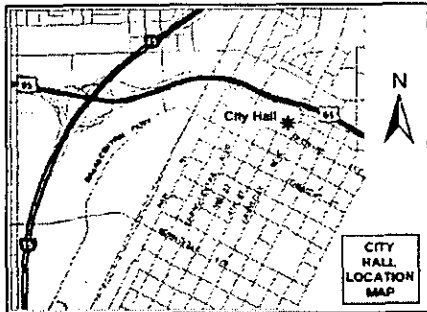
Planning Commission Meeting of 3/8/2011

Its too bad this junk store was approved!

The parking lot will be full of trash & garbage

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT
this Request

☒ I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

11 KRCGN11 89126

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0004279218
MAILED FROM ZIP CODE 89101
\$ 00.414
FEB 24 2011

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MAR -3 2011

Case: SDR-40765
13820520029
JECKEWICZ FAMILY REVOCABLE TRUST
%E JECKEWICZ
P O BOX 27292
LAS VEGAS NV 89126-1292

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
02 1M
0004279218
MAILED FROM ZIP CODE 89101
\$ 00.414
FEB 24 2011

This proposal not appropriate for the neighborhood. It will further lower property values.

Case: SDR-40765
13821112033
COVEY JOHN & BETTY FAMILY TR
2212 BEAR VALLEY ST
LAS VEGAS NV 89128-1012

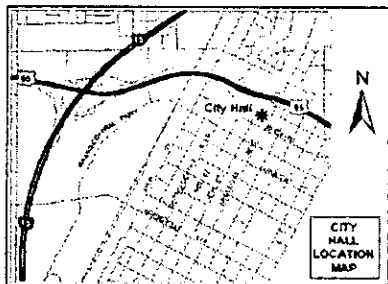
RECEIVED

MAR -3 2011

11 KRCGN11 89126

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I SUPPORT
 this Request



I OPPOSE
 this Request

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Planning Commission Meeting of 3/8/2011

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UNITED STATES POSTAGE
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 0004279218 FEB 24 2011
 MAILED FROM ZIP CODE 89101



13820520011

Case: SDR-40765

WARNER MICHAEL & DINA M
 3069 N OAK CIR
 BOOMFIELD CO 80020-1054

2 KRDGN11 80020



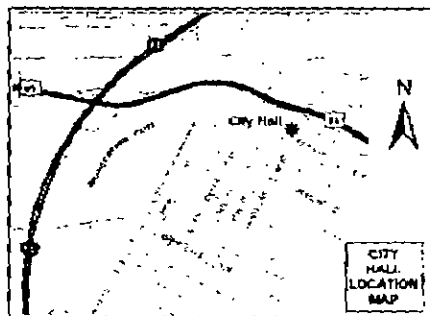
0001/001

BOB TAYLORS RANCH HOUSE

2/28/2011 08:58 FAX 7026454009

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 Department of Planning
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 Las Vegas, Nevada 89106

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I SUPPORT
 this Request



I OPPOSE
 this Request

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Planning Commission Meeting of 3/8/2011

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UNITED STATES POSTAGE
 02 1M \$ 00.414
 0004276218 FEB 24 2011
 MAILED FROM ZIP CODE 89101

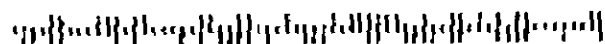
1002-25-11 LV NV 891

Case: SDR-40765
 13820518005
 SPECIAL FRANK G LIVING TRUST
 2100 RICO PEAK CT
 LAS VEGAS NV 89128-7634

FEB 28 2011

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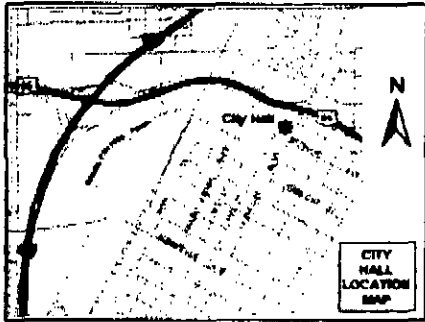
LDEN11 89128



128

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

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02 1M
0004279218
\$ 00.41⁴
FEB 24 2011
MAILED FROM ZIP CODE 89101

*This is terrible for
our neighborhood.
We already have a Big Lot
That's not good.*

RECEIVED

FEB 28 2011

13820513004
LEE LARRY & JACQUEITA M
8428 APPLE HILL CT
LAS VEGAS NV 89128-7635

Case: SDR-40765

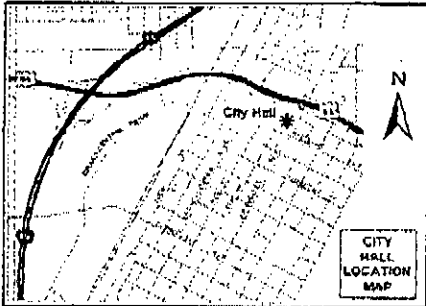
11 KRDGN11 89128



12P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
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I OPPOSE
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SDR-40765

Planning Commission Meeting of 3/8/2011

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\$ 00.414
FITNEY BOWLES

RECEIVED

FEB 28 2011

13821118059
DEATON BERLE W & GLORIA A
8325 SWAN LAKE AVE
LAS VEGAS NV 89128-7415

Case: SDR-40765

Feb. 26 2011 05:20PM P1

FAX NO. : 7023631211

FROM : B W Deaton

11 FEB 26 2011 05:20PM P1



12P

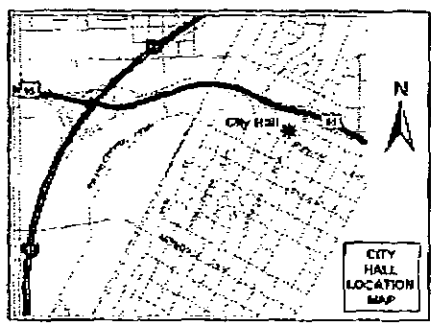
BEST BILLING

7022428459

02/25/2011 13:41

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



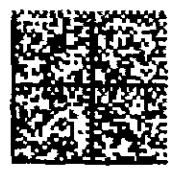
I OPPOSE
this Request

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SDR-40765

Planning Commission Meeting of 3/8/2011

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UNITED STATES POSTAGE
02 1M \$ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

Case: SDR-40765
13817812024
SCHUG MICHAEL L & BARBARA
2424 PALMRIDGE DR
LAS VEGAS NV 89134-8877

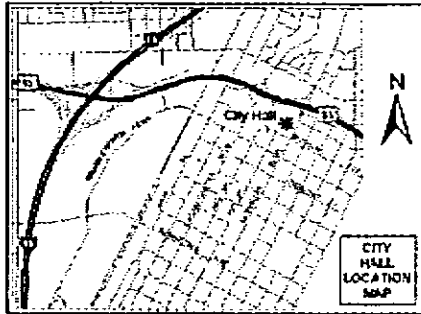
RECEIVED
FEB 28 2011
KROGN 11 091134



12A

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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I SUPPORT
this Request



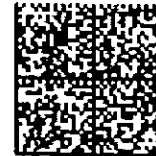
I OPPOSE
this Request

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SDR-40765

Planning Commission Meeting of 3/8/2011

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UNITED STATES POSTAGE
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FEB 24 2011
MAILED FROM ZIP CODE 89101
\$ 00.414
RTHLY BOWES

13820518007
SEGGEV FAMILY TRUST
2108 RICO PEAK CT
LAS VEGAS NV 89128-7634

Case: SDR-40765

11 KROGN11 89128



RECEIVED
FEB 28 2011

12A

FEB-28-2011 (MON) 09:35

Jorge S. Seggev, MD, CHD.

(FAX) 7922420655

P. 001/001

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



C
Y
C
L
E

3

Project Name: Savers - 8530 W. Lake Mead Blvd. Donation Drop-Off

APN(s):	138-20-611-001	Pre-app Date:	01/06/11
Location:	8530 West Lake Mead Blvd.	Meeting Location:	DSC 1st Floor Conference Room - 1B
Ward #:	4 - Anthony	Acres:	3.01
		Time:	2:00 p.m.

Ownership Info:	W E C 97K-36 Investment Trust		Last Change of Ownership Date:	09/02/94
	Phone: (214)-777-4290	Fax: (702)-	Email:	
Applicant Info:	Savers Store/TVI			
	Phone: (425)-241-4683	Fax: (702)-	Email:	
Representative Info:	Greenberg Farrow			
	Phone: (949)-296-0450	Fax: (702)-	Email:	

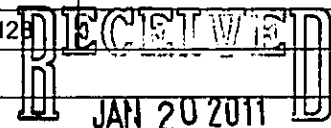
Use:	Existing:	Thriftshop
	Proposed:	No change proposed
General Plan:	Existing:	SC (Service Commercial)
	Proposed:	No change proposed
Zoning:	Existing:	C-1 (Limited Commercial)
	Proposed:	No change proposed
Special Area, Master Plans, and / or Overlay Districts that Apply:	N/A	
	Special Land Use Designation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

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

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

Name	Company/Department	Phone	Fax	Email
1. Bamey Michalchuk	Greenburg Farrow	(949) 296-0450		
2.				
3.				
4.				
5.				
6.				
7.				
8. Yorgo Kagafas	CLV - Planning and Development	229-6196		
9.	CLV - Finance (Business License)	229-6321	383-0769	
10.	CLV - PW - Dev Co	229-6578	474-7599	
11.	CLV - PW - Traffic	229-6901 / 6880		
12.	CLV - PW - Flood	229-6541	382-8551	
13.	CLV - Building and Safety	229-6251	382-1731	
14. <i>Ozzie Micka</i>	CLV - Fire and Rescue	229-0366	229-0124	
15.	CLV - Office of Business Development	229-6551	385-3125	

OR: ☐ see Meeting Attendance Sheet



**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 the justification letter. Refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives offered through the City of Las Vegas.

Meeting Notes:

1. The City Council approved a Special Use Permit (SUP-37951) to allow a 29,950 SF Thriftshop at 8530 West Lake Mead Blvd on 07/07/2010.
2. The applicant is requesting a Review of Condition #2 of the approved Special Use Permit (SUP-37951) which stipulates that "No work shall occur at the building's exterior."
3. The applicant is seeking to remove this condition in order to develop a "Community Drop-Off Area" located at the front of the building. This request will require a Site Development Plan Review as the Title 19.08.050 requirements for service area screening may require an exception for the screening requirements and verification of Title 19.10 parking design standards.
4. The proposed Service Area (Community Drop-Off) is located near the front entrance of the Thriftshop and may reduce/remove three parking spaces as a designated loading zone. There is an additional component located at the rear of the building with the existing loading docks. The proposed change to the rear loading area will require a Site Development Plan Review if no screening of the rear Service Area (loading dock) is not screened from the public view (along Harbor Island Drive).
5. Overall parking provided for the site is 666 spaces where 529 are required. If this is removing an ADA accessible site, this will require an additional parking space to be restriped to the CLV Handicapped Parking Standard.

6. Awning OK w/ loading Dock modifications OK per Fire Svs.

7. Re: condition #2. language is referring to donations, not construction/improvements.

8. Re: condition #3, "all donations shall be made @ interior" - OK

- Applicant will proceed w/ just (Major) SDR to address rear service area lack of screening as req'd by 19.08.050
~~19.08.050(D)(4)~~ 19.08.050(D)(4)

-- 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**

11/22/08 HAN

PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



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Project Name: Savers - 8530 W. Lake Mead Blvd. Donation Drop-Off

APN(s):	138-20-611-001	Pre-app Date:	01/06/11
Location:	8530 West Lake Mead Blvd.	Meeting Location:	DSC 1st Floor Conference Room - 1B
Ward #:	4 - Anthony	Acres:	3.01
		Time:	2:00 p.m.

Ownership Info:	W E C 97K-36 Investment Trust		Last Change of Ownership Date:	09/02/94
	Phone: (214)-777-4290	Fax: (702)-	Email:	
Applicant Info:	Savers Store/TVI			
	Phone: (425)-241-4683	Fax: (702)-	Email:	
Representative Info:	Greenberg Farrow			
	Phone: (949)-296-0450	Fax: (702)-	Email:	

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

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

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

Name	Company/Department	Phone	Fax	Email
1. Barney Michalchuk	Greenburg Farrow	(949) 296-0450		
2.				
3.				
4.				
5.				
6.				
7.				
8. Yorgo Kagafas	CLV - Planning and Development	229-6196		
9.	CLV - Finance (Business License)	229-6321	383-0769	
10.	CLV - PW - Dev Co	229-6578	474-7599	
11.	CLV - PW - Traffic	229-6901 / 6880		
12.	CLV - PW - Flood	229-6541	382-8551	
13.	CLV - Building and Safety	229-6251	382-1731	
14. <i>Ozzie Nicka</i>	CLV - Fire and Rescue	229-0366	229-0124	
15.	CLV - Office of Business Development	229-6551	385-3128	

OR: ☐ see Meeting Attendance Sheet

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JAN 20 2011

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 the justification letter. Refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives offered through the City of Las Vegas.

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6. Signing OK w/ Loading Dock modifications OK per Fire Svs.

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~~19.08.050(D)(4)~~ 19.08.050(D)(4)

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PRE-APPLICATION CONFERENCE NOTES

CITY OF LAS VEGAS



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Project Name: Savers - 8530 W. Lake Mead Blvd. Donation Drop-Off

APN(s):	138-20-611-001	Pre-app Date:	01/06/11
Location:	8530 West Lake Mead Blvd.	Meeting Location:	DSC 1st Floor Conference Room - 1B
Ward #:	4 - Anthony	Acres:	3.01
		Time:	2:00 p.m.

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Applicant Info:	Savers Store/TVI			
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Representative Info:	Greenberg Farrow			
	Phone: (949)-296-0450	Fax: (702)-		

Use:	Existing:	Thriftshop
	Proposed:	No change proposed
General Plan:	Existing:	SC (Service Commercial)
	Proposed:	No change proposed
Zoning:	Existing:	C-1 (Limited Commercial)
	Proposed:	No change proposed
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	Special Land Use Designation (per plan, if applicable): N/A	

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

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7.				
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JAN 20 2011

**PRE-APPLICATION
CONFERENCE NOTES**

CITY OF LAS VEGAS



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~~DR. C. IV.~~ 19.08.050(D)(4)

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

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Pre-Application Conference Item Required YES NO		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST								
APPLICATION PACKET (REQUIRED FOR EACH APPLICATION, unless indicated otherwise)						Fees				
☒	☐	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/PRS forms, and justification letter info @ http://www.lasvegasnevada.gov/ (Follow - "I Want To..." -> "Apply for -> Planning Applications")	Appl. Type	Application	Notification	Recordation	Sub-Total		
☒	☐	Statement(s) of Financial Interest (SOFI) signed and notarized by property owner(s) or authorized agent(s) for all subject lots		SDR	\$ 500.00	\$ 500.00	\$ 30.00	\$ 1030.00		
☒	☐	Detailed justification letter (the same letter addressing all applications, included with each application)			\$	\$	\$	\$		
☐	☒	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)		\$	\$	\$	\$			
☐	☒	If required, cop(ies) of approval letter(s) for	Subtotal:				\$ 1030			
☐	☒	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 (SDR applications only)	Grand Total All Fees:				\$1030			
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" BW; 1 per application):				1			
☒	☐	All adjacent existing land uses and street names labeled	NOTES: Exception to 19.08.050(D)(4) required							
☒	☐	All points of ingress and egress shown								
☒	☐	ADA accessibility requirements shown/labeled								
☒	☐	Parking standard(s) utilized: Shopping Center								
☒	☐	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):				0			
☐	☒	All property lines and present dimensions labeled	Colored, Rolled Plans:				0			
☐	☒	All required perimeter landscape planters shown	Reduced Copy (8-1/2"x11" BW; 1 per application):				0			
☐	☒	All required parking lot fingers/islands shown	NOTES: N/A							
☐	☒	Quantity, size, species/variety of all trees, shrubs, and ground cover								
BUILDING ELEVATIONS										
☒	☐	Scale and building dimensions labeled	Folded Plans (1 per application):				1			
☒	☐	North, south, east, and west elevations of all buildings	Colored, Rolled Plans:				1			
☒	☐	All building materials and colors noted	Reduced Copy (8-1/2"x11" BW; 1 per application):				1			
☒	☐	8" x 10" photo of original color and material board	NOTES: 2 sets of plans for both the ROC and SDR request							
☒	☐	All wall sign locations shown and sizes noted								
FLOOR PLANS										
☒	☐	Scale and building dimensions labeled	Folded Plans (1 per application):				1			
☒	☐	North arrow and scale	Rolled Plans:				1			
☒	☐	All building entrances/exits shown	Reduced Copy (8-1/2"x11" BW; 1 per application):				1			
☒	☐	Use of all rooms noted/labeled	NOTES: 4 sets of plans for both the ROC and SDR request							
☒	☐	Maximum Occupancy (per I.B.C.)								
☒	☐	Seating Capacity (where applicable)								

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JAN 20 2011

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:	Owner: W E C 97K-36 Investment Trust Applicant: Savers Store/TVI	Application Type(s):	Site Development Plan Review
APN(s):	138-20-611-001	Application Purpose:	Major SDR for expanded service area (Donation Drop-Off)
Location:	8530 West Lake Mead Blvd.	Pre-App. Meeting Date:	01/06/11 <u>1/20/2011</u>
Ward:	4 - Anthony	Submittal Deadline:	~~Check with item~~ no later than 2:00 pm
Planner's Signature:		Earliest PC / CC Meeting Dates:	03/08/11 PC - 04/06/11 CC (Cycle 3)
Planner:	Steve Gebeke, Planning Supervisor - 229-5410 Mike Howe, Planner - 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.

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JAN 20 2011



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 9, 2011

Mr. Raymond Kane
WEC97K-36 Investments Trust
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

**RE: SDR-40765 - SITE DEVELOPMENT PLAN REVIEW
PLANNING COMMISSION MEETING OF MARCH 8, 2011**

Dear Mr. Kane:

Your request for a Site Development Plan Review FOR A COVERED SERVICE AND LOADING AREA ADDITION TO AN EXISTING 29,950 SQUARE-FOOT RETAIL BUILDING WITH NO SCREENING WHERE AN EIGHT-FOOT WALL OR DENSE LANDSCAPING IS REQUIRED on a portion of 3.01 acres at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony), was considered by the Planning Commission on March 8, 2011.

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

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37951) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 01/20/11, except as amended by conditions herein.
4. An Exception from Title 19.08.050E(4) is hereby approved, to allow zero landscape or screening wall of a loading area.
5. A sign shall be installed at the front of the building where the donation drop-off parking is located indicating that no donations are allowed during non-business hours. All donations must be made in person.
6. A 24-foot wide fire service lane must be maintained at all times around the service loading dock area.

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

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. Raymond Kane
SDR-40765 - Page Two
March 9, 2011

7. 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.
8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

This action by the Planning Commission on **March 8, 2011** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access <http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm>, or contact the Department of Planning and Development at 702.229.6301 after **March 21, 2011**. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Matt Thurling
Savers Stores/TVI
11400 SE 6th Street
Bellevue, Washington 98004

Mr. Barney Michalchuk
Green Farrow
19000 MacArthur Boulevard, Suite #250
Irvine, California 92612

01/13/2003 17:40

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PLANNING & DEVELOPMENT

PAGE 02/10

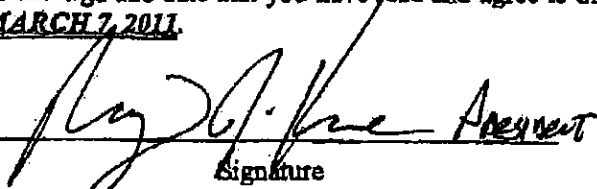
CITY OF LAS VEGAS	
ONE MOTION/ONE VOTE	
	Planning and Development Department
	Case Planning Division
	333 North Rancho Drive, 3rd Floor
	Las Vegas, Nevada 89106
	(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SDR-40765 - APPLICANT: SAVERS STORES/TVI - OWNER: WEC97K-36 INVESTMENT TRUST

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **MARCH 8, 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 **MARCH 7, 2011.**


3/2/11
 Signature Date
 Raymond J. Kane
 Please Print Name
 WEC97K-36 Investment Trust
 Company Name

Sincerely,

Steve Gebeke, AICP
 Planning Supervisor
 Case Planning Division

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MAR -2 2011

P/L 634/
583

Report of All Selected Parcels

Case Number: SDR-40765

Printed On: Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
		13817897008
		13821197022
		13820697007
		13821197019
		13820697001
		13820697004
		13820697018
		13821197018
		13820697011
		13820697013
		13817897007
		13817897003
		13820697014
		13820697017
		13820697016
		13821197005
		13820597018
		13820597011
		13820597010
		13820597006
		13820597005
		13820597003
		13820597004
		13821197020
		13821297002
		13821197021
		13820697003
		13820697005
		13820697002
		13821297015
		13821297010
		13820697006

Report of All Selected Parcels**Case Number:** SDR-40765**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
		13821397004
		13821197016
		13820697015
		13820597002
		13820597008
		13821197015
		13821197017
		13820597017
		13820697021
		13820697022
		13820615008
1941 SEDONA PASEO TRUST	4933 W CRAIG RD #311 LAS VEGAS NV	13820517022
2002 SIROTA FAMILY TRUST	901 SHADY CREEK DR LAS VEGAS NV	13821212040
A K C LIVING TRUST	8325 HOLLOW WHARF DR LAS VEGAS NV	13821121007
ABEAR PAUL & ANN	8332 HOLLOW WHARF DR LAS VEGAS NV	13821118056
ADAMS LINDA K	8313 SWAN LAKE AVE LAS VEGAS NV	13821215005
ADAMS STEPHEN T	8332 EMERALD ISLE AVE LAS VEGAS NV	13820520032
AFRAVI JAY J	9936 HEYFIELD LAS VEGAS NV	13821210071
ALBERTO CYNTHIA M TRUST	2036 SEDONA CREEK CIR LAS VEGAS NV	13821117028
ALLEN CLEO D & AUDREY K LIV TR	2101 BACHELOR CT LAS VEGAS NV	13821310001
ALLEN TRUST	2012 SEDONA CREEK CIR LAS VEGAS NV	13820516015
AMERIAN RONALD V & PRISCILLA J	9615 FARRALONE AVE CHATSWORTH CA	13821117018
AMODEI PHILIP	2200 ANGELFIRE ST LAS VEGAS NV	13821118028
AMOR LIZA & NIR	8333 TRIBUTE LN LAS VEGAS NV	13820610022
AMUNDSON PAUL G & ELIZABETH C	2136 FOUNTAIN VIEW DR LAS VEGAS NV	13821215011
ANAYA GABRIEL S & VIRGINIA P	8308 EMERALD ISLE AVE LAS VEGAS NV	13820610024
ANDERSON DOUGLAS EDWARD	2129 FOUNTAIN VIEW DR LAS VEGAS NV	13821210069
ANTONELLI TERRENCE	4004 LORRAINE RD RANCHO PALOS VERDE CA	13820511002
APPLEBAUM PHYLLIS & HAROLD	2408 DESERT GLEN DR LAS VEGAS NV	13820610018
ARADO SUSAN	8604 PALE MOON CT LAS VEGAS NV	13821212034
ARANTE OSCAR N & NELINA P	8349 HOLLOW WHARF DR LAS VEGAS NV	13820615014
ARANTE OSCAR N & NELINA P	2013 SEDONA CREEK CIR LAS VEGAS NV	13821210009
ARAUJO MARGARITA	8300 SEDONA SUNSET DR LAS VEGAS NV	

Report of All Selected Parcels**Case Number:** SDR-40765**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
ARBUSTO JASON B	8360 SHELTERED VALLEY DR LAS VEGAS NV	13821117019
ARENT WILLIAM & VANESSA	2112 RICO PEAK CT LAS VEGAS NV	13821117041
ARIES HOLDINGS L L C	413 CANYON GREENS DR LAS VEGAS NV	13820611006
ASHLEY RUBY	8708 CYPRESSWOOD AVE LAS VEGAS NV	13820610029
AUSTIN DANIEL P	8305 EMERALD ISLE AVE LAS VEGAS NV	13821215016
AVXHI BUJAR	8333 CRETAN BLUE LN LAS VEGAS NV	13821212011
AZZARO HAROLD & FLORENCE TRUST	5816 NAGLE AVE VAN NUYS CA	13817811068
B 3 L L C	3230 S BUFFALO #108 LAS VEGAS NV	13821117012
BADGER EQUITIES L L C	%FOCUS CML 3455 CLIFF SHADOWS PKWY #220 LAS VEGAS NV	13820615009
BAILEY SHIRLEY M REV LIV TR	8424 APPLE HILL CT LAS VEGAS NV	13821215059
BANK BUILDING INC	%BANK AMER 101 N TRYON ST CHARLOTTE NC	13820614001
BANK DEUTSCHE NATIONAL TR CO TRS	%OWB REO DEPT 888 E WALNUT ST PASADENA CA	13821310002
BANK DEUTSCHE NATIONAL TR CO TRS	%SAXON MORTGAGE SERVICES INC 4708 MERCANTILE DR NORTH FT WORTH TX	13820615001
BANK NEW YORK MELLON TRS	400 NATIONAL WY SIMI VALLEY CA	13821215022
BANK WELLS FARGO N A TRS	%FINANCIAL FREEDOM SFC 2900 ESPERANZA CROSSING AUSTIN TX	13820610010
BANK WELLS FARGO NATL ASSN TRS	%EMC MTGE CORP 2780 LAKE VISTA DR LEWISVILLE TX	13820512004
BARBEE R W & V M LIVING TRUST	2112 BACHELOR CT LAS VEGAS NV	13821117024
BARBER HARGROW D & JESSIE L	2142-66TH AVE OAKLAND CA	13820513018
BARBER MARCUS & PAMELA	8424 DUTCH HILL CT LAS VEGAS NV	13821110005
BARRETT RITA	4501 MARTINIQUE WY #A1 COCONUT CREEK FL	13820517037
BARTON CHANCE	2013 SEDONA MORNING DR LAS VEGAS NV	13820615004
BASILIO GRACEMAY	8229 CRETAN BLUE LN LAS VEGAS NV	13821212020
BASSETT THOMAS J & MIYOKO	2136 RAINBOW FALLS DR LAS VEGAS NV	13820520040
BATONGBACAL FAMILY TRUST	8301 CRETAN BLUE LN LAS VEGAS NV	13821212019
BAUR ROSE M	2037 HARBOR CLIFF DR LAS VEGAS NV	13821212004
BAVARO JOHNNY W & ROBIN E	8700 CRESCENT RIDGE LN LAS VEGAS NV	13820613007
BEAN SARAH J	8704 CYPRESSWOOD AVE LAS VEGAS NV	13820610028
BEIERSCHMITT MICHAEL	8345 EMERALD ISLE AVE LAS VEGAS NV	13821215026
BELLER NEIL TRS	7408 W SAHARA LAS VEGAS NV	13820615010
BELLSEY EILEEN R	2200 BEAR VALLEY ST LAS VEGAS NV	13821112030
BENZ R BRAD SR & LISA M	2024 SEDONA MORNING DR LAS VEGAS NV	13821210083
BERMAN MALCOLM F TRUST R-401	2216 BEAR VALLEY ST LAS VEGAS NV	13821112034

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BERMUDEZ AGRIPINA	2251 N RAMPART BLVD #116 LAS VEGAS NV	13820517011
BERRY LORENE R TRUST	2133 FOUNTAIN VIEW DR LAS VEGAS NV	13820610023
BETANCOURT GLICINA REV LIV TR	2133 MISTY MEADOW DR LAS VEGAS NV	13820520030
BET-SHLIMON JOULIET & ANOREW	3 HIGH RIDGE DR LINCOLN RI	13820513016
BIOTRON I L L C	3065 S JONES BLVD #201 LAS VEGAS NV	13820614004
BIOTRON I L L C	%MDL GROUP 3065 S JONES #201 LAS VEGAS NV	13820614006
BLOMBERG CHUCK SEPARATE PPTY TR	8304 SEDONA SUNRISE DR LAS VEGAS NV	13821310006
BOBBERA JAMES C & DELENA G	2312 SAPPHIRE VALLEY ST LAS VEGAS NV	13821112001
BODROG JOSEPH A & BETHANNE M	8361 SUGAR BOWL CT LAS VEGAS NV	13821112026
BONIELLA SUSAN L	8333 HOLLOW WHARF DR LAS VEGAS NV	13821212038
BOTTNER MICHELLE IRIS	68 RAVENGLASS CRESCENT LONDON ONTARIO CANADA N6G 4K1	13821113025
BOVERO BRETT	8352 BRITTANY HARBOR DR LAS VEGAS NV	13821215029
BOWERS GERALDINE ANN	8309 CRETAN BLUE LN LAS VEGAS NV	13821212017
BOYLE CAROLYN MOORE LIVING TRUST	2301 BEAR VALLEY LAS VEGAS NV	13821113027
BRACAMONTES JUAN F	6533 STERLING SPRINGS PKWY LAS VEGAS NV	13821118005
BRAY DAVID R	8345 HOLLOW WHARF DR LAS VEGAS NV	13821212035
BRAYER YVONNE L	2444 DESERT SANDS DR LAS VEGAS NV	13817813070
BREEN MATTHEW & FREDIS	2004 SEDONA CREEK CIR LAS VEGAS NV	13820711020
BROADBENT FAMILY TRUST	P O BOX 327 GOLDFIELD NV	13820610038
BROADHURST MARK W	8308 SEDONA SUNRISE DR LAS VEGAS NV	13821310005
BROWNSON-GILBERT LIVING TRUST	%C GILBERT 8712 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520010
BUCK CHARLES S & TERRIE O	2308 SAPPHIRE VALLEY ST LAS VEGAS NV	13821117001
BUONANTONY EUGENE	8304 CRETAN BLUE LN LAS VEGAS NV	13821212023
BURLEY BRYAN F	8345 CRETAN BLUE LN LAS VEGAS NV	13821212008
BURTON ANA & BRIAN FAMILY TRUST	8313 EMERALD ISLE AVE LAS VEGAS NV	13821215018
CAMACHO CHRISTINA	8228 CRETAN BLUE LN LAS VEGAS NV	13821212021
CAMERON ALLEN & JANET	8225 SWAN LAKE AVE LAS VEGAS NV	13821118051
CARLSON ROBERT A & DOLORES B	8312 SWAN LAKE AVE LAS VEGAS NV	13821118037
CARRARA LISA M	%M CARRARA 8228 SEDONA SUNRISE DR LAS VEGAS NV	13821310012
CARROLL EDWARD S & SHERRI	8309 HOLLOW WHARF OR LAS VEGAS NV	13821212044
CASCONI DAVID C TRUST	2409 DESERT BUTTE DR LAS VEGAS NV	13820517024
CASTANAGA EVELYN T	2204 ORCHID BLOSSOM DR LAS VEGAS NV	13820610027

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CASTILLO FLORENTINO	2009 SEDONA PATH WY LAS VEGAS NV	13821210068
CASTILLO JORGE & MARCELA	7100 PIRATES COVE RO #2087 LAS VEGAS NV	13821118027
CAWOOD MONA RUTH ETAL	8669 PRAIRIE HILL DR LAS VEGAS NV	13820517010
CEJA JOSE	8308 BERMUOA BEACH DR LAS VEGAS NV	13821118004
CHAI LV L L C	P O BOX 81191 LAS VEGAS NV	13821212002
CHANDLER HELEN	8317 HOLLOW WHARF DR LAS VEGAS NV	13821212042
CHANDRA JEEVINMATHU & SAROBAI	8309 BRITTANY HARBOR DR LAS VEGAS NV	13821215045
CHAPLE CHARLES E	2429 DESERT GLEN DR LAS VEGAS NV	13817812028
CHAPPELLE DERICK RYAN	8300 EMERALD ISLE AVE LAS VEGAS NV	13821215013
CHISM DONALD K & JANICE K	8301 SEDONA SUNRISE OR LAS VEGAS NV	13821310042
CHOO SR FAMILY TRUST	8237 HOLLOW WHARF DR LAS VEGAS NV	13821212047
CHUA BENJAMIN TRUST AGREEMENT	%P TAN TRS 1919 W 238TH ST TORRANCE CA	13821112009
CIARLO CRAIG A & PATRICIA A	2420 PALMRIDGE DR LAS VEGAS NV	13817812025
CINTRA REVOCABLE FAMILY TRUST	11371 BAIRD AVE NORTHRIDGE CA	13820520048
CITY OF LAS VEGAS	400 STEWART AVE 4TH FLR LAS VEGAS NV	13821215003
CLARK A ZANE & RENEE	2409 DESERT GLEN DR LAS VEGAS NV	13820517043
CLARK CAROL J TRUST	8709 PRAIRIE HILL DR LAS VEGAS NV	13820517006
CLARK JOHN E III & SALLY SUE	8440 SHELTERED VALLEY DR LAS VEGAS NV	13820513012
CLARK TROY A	8308 BRITTANY HARBOR DR LAS VEGAS NV	13821215040
CLASH FAMILY TRUST	2300 ANGELFIRE ST LAS VEGAS NV	13821112015
COADY KEVIN & BRIDGET	2421 DESERT SANDS OR LAS VEGAS NV	13817812071
COFFMAN ALBERT & EVELINE TRUST	134 LAKE DR SAN BRUNO CA	13821210008
COLELLA CHARLOTTE REVOCABLE TR	12 RAY ST HOPKINTON MA	13820516001
COLLINS RICHARD A & DIANNE M	2233 HARBOR CLIFF DR LAS VEGAS NV	13821114002
COLMAN JOHN R & ROY L	8344 BRITTANY HARBOR DR LAS VEGAS NV	13821215031
COLUMBIA GROUP LTD	%KROGER CO %PPTY TAX 7TH FLR 1014 VINE ST CINCINNATI OH	13820521003
COMELEK AYDIN	2221 ANGELFIRE ST LAS VEGAS NV	13821112012
COMPARETTO JEAN	2440 DESERT SANDS DR LAS VEGAS NV	13817813071
CONNOLLY MICHAEL & MARGARET	2132 FOUNTAIN VIEW DR LAS VEGAS NV	13820610021
COOK ALANE M	8308 HOLLOW WHARF DR LAS VEGAS NV	13821212067
COOK DAWN	8353 BRITTANY HARBOR DR LAS VEGAS NV	13821215054
COOPER STANLEY A &/OR JEANNE C	2417 DESERT GLEN DR LAS VEGAS NV	13820517045

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CORBETT LARRY & CAROL TRUST	8601 CLIFFTOP DR LAS VEGAS NV	13820517047
CORENA GINA	8321 BERMUDA BEACH DR LAS VEGAS NV	13821118032
COVEY BRIAN W & SUSAN M	2208 SAPPHIRE VALLEY ST LAS VEGAS NV	13821117006
COVEY JOHN & BETTY FAMILY TR	2212 BEAR VALLEY ST LAS VEGAS NV	13821112033
COX MICHELLE H	8357 SUGAR BOWL CT LAS VEGAS NV	13821112027
CRAIG WILLIAM W	2113 BACHELOR CT LAS VEGAS NV	13821117031
CRANDALL MAXINE TRUST	2400 SPRINGRIDGE DR LAS VEGAS NV	13820512001
CRAW CAROLE C	8625 PRAIRIE HILL DR LAS VEGAS NV	13820516005
CRESTO KIRK A	8433 SQUAW VALLEY AVE LAS VEGAS NV	13821110002
CRUZ RICARDO C & MARIA B	2967 CROWN BLUFFS CT LAS VEGAS NV	13820520037
CUBA ARMAND TANGLE & MICHELLE U	2033 HARBOR CLIFF LAS VEGAS NV	13821212005
CUDDY DANIEL C & FLORENCE	2116 RICO PEAK CT LAS VEGAS NV	13821117040
CUNNINGHAM PETER W & MARGARET	2225 ANGELFIRE ST LAS VEGAS NV	13821112011
CUTHBERTSON THOMAS A	8325 BRITTANY HARBOR DR LAS VEGAS NV	13821215049
CUTTER JAMES A & CLARA F FAM TR	8429 DUTCH HILL CT LAS VEGAS NV	13821110008
D D G LIVING TRUST	8316 SWAN LAKE AVE LAS VEGAS NV	13821118036
DAGGER PROPERTIES 4 L L C	P O BOX 70178 LAS VEGAS NV	13821210001
DAGGER PROPERTIES 6 L L C	P O BOX 70178 LAS VEGAS NV	13821121009
DAGUPION PANCHE L & EDNA V	2224 BEAR VALLEY ST LAS VEGAS NV	13821113019
DAKDDUK EDWARD & ANNA	2220 ANGELFIRE ST LAS VEGAS NV	13821112013
DALAIMO MAURICE J & LAURA L G	2320 SAPPHIRE VALLEY ST LAS VEGAS NV	13821112003
DARLING STEPHEN T	8604 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520021
DEATON BERLE W & GLORIA A	8325 SWAN LAKE AVE LAS VEGAS NV	13821118059
DEGUZMAN ROY C & LINLEY C	2017 SEDONA PATH WY LAS VEGAS NV	13821210070
DELBRUEGGE JOHN E & MARY REV TR	2100 SNOWBIRD CT LAS VEGAS NV	13821117035
DENIKER ROBERT J & GLORIA E	413 W CRESTVIEW CORONA CA	13820610041
DINGMAN 2009 TRUST	8348 SUGAR BOWL CT LAS VEGAS NV	13821112022
DOBSON JONATHAN	8224 CRETAN BLUE LN LAS VEGAS NV	13821216007
DOLYNIUK-MYKYTYN CHRYSTINA	284 WESTCOTT BLVD PENNINGTON NJ	13820711017
DOODY VAUGHN & VERONICA TRUST	2428 SPRINGRIDGE DR LAS VEGAS NV	13817813048
DORZI SKENDER & RAZIJE	2117 HARBOR CLIFF DR LAS VEGAS NV	13821121002
DOWDEY WAYNE B & DIANA L	9920 ROBIN OAKS DR LAS VEGAS NV	13821212022

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DUNKEL ROBERT F & BEVERLY REV TR	8644 PRAIRIE HILL DR LAS VEGAS NV	13820517031
E & P PARTNERSHIP	8420 W LAKE MEAD BLVD LAS VEGAS NV	13820611007
EMPIRE PARTNERS II L L C	17404 VENTURA BLVD 2ND FL ENCINO CA	13821215037
ERMENIO EUGENE & ALICE	2021 SEDONA CREEK LAS VEGAS NV	13821210078
ESPIRITU OMAR M & ROWENA S	8349 BRITTANY HARBOR DR LAS VEGAS NV	13821215053
ESTRADA FAMILY TRUST	2000 SEDONA CREEK CIR LAS VEGAS NV	13820711019
EVANS JOE N & IRENE E	2425 SPRINGRIDGE DR LAS VEGAS NV	13817813049
FAIRCHILD THOMAS P & JULIA A	8344 CRETAN BLUE LN LAS VEGAS NV	13821212033
FARRAR GRANT R & DANIELLE H	1921 SEDONA PASEO LN LAS VEGAS NV	13820711005
FASSLER DAVID A & JUDY L	2837 KINNEY DR WALNUT CREEK CA	13820520036
FEDERAL HOME LOAN MORTGAGE CORP	5000 PLANO PKWY CARROLLTON TX	13821215044
FEDERAL NATIONAL MORTGAGE ASSN	%AMER SRVCING CO 1 HOME CAMPUS X2504-017 DES MOINES IA	13821112025
FEDERAL NATIONAL MORTGAGE ASSN	400 COUNTRYWIDE WY SV-35 SIMI VALLEY CA	13821212026
FEDERAL NATIONAL MORTGAGE ASSN	400 COUNTRYWIDE WY SV-35 SIMI VALLEY CA	13821212031
FERNER TIMOTHY G & ELIZABETH	8352 SUGAR BOWL CT LAS VEGAS NV	13821112023
FERRE A VICTOR & J LOUISE	8617 PRAIRIE HILL DR LAS VEGAS NV	13820516007
FISCHER PAMELA A LIVING TR 2007	2208 BEAR VALLEY ST LAS VEGAS NV	13821112032
FISHBURN SANDRA M	8448 SHELTERED VALLEY DR LAS VEGAS NV	13820513014
FLORES ISADORE	2120 MISTY MEADOW DR LAS VEGAS NV	13820610043
FLOYD DE ANN & MADELINE	304 SAND PINES CT LAS VEGAS NV	13821215008
FLUELLEN HERMAN D & LILLIAN M	2405 DESERT BUTTE DR LAS VEGAS NV	13820517023
FLYNN PAUL J & MELODY REV LIV TR	8313 BERMUDA BEACH DR LAS VEGAS NV	13821118030
FODOR IMRE	2109 RICO PEAK CT LAS VEGAS NV	13820518002
FOLTZ WALDO L & VERNA M	8617 CLIFFTOP DR LAS VEGAS NV	13820517051
FONG & ASSOC-MEADOWS LTD II ETAL	1553 N DECATUR BLVD LAS VEGAS NV	13820521008
FONG & ASSOC-MEADOWS LTD II ETAL	1553 N DECATUR BLVD LAS VEGAS NV	13820611004
FONG & ASSOC-MEADOWS LTD II ETAL	1553 N DECATUR BLVD LAS VEGAS NV	13820521001
FOWLER ROBERT & JOYCE	8337 BRITTANY HARBOR DR LAS VEGAS NV	13821215050
FRANK BRUCE NEIL	2417 DESERT SANDS DR LAS VEGAS NV	13817812070
FRAZIER IRENE	2001 SEDONA CREEK CIR LAS VEGAS NV	13820711018
FRETTY DAVID & TAMARA	2201 ANGELFIRE ST LAS VEGAS NV	13821117009
FRIEDLANDER BRUCE G	21810 SCANNEL AVE TORRANCE CA	13821215017

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GAJARDO PATRICIO ALDO	8341 BRITTANY HARBOR DR LAS VEGAS NV	13821215051
GALLAGHER DEBORAH	8316 SEDONA SUNSET DR LAS VEGAS NV	13821210005
GALLEGOS BETSY	2425 PALMRIDGE DR LAS VEGAS NV	13820517054
GALLI RALPH JR	8229 SEDONA SUNSET DR LAS VEGAS NV	13821210061
GAMAGE FAMILY TRUST	2104 BACHELOR CT LAS VEGAS NV	13821117026
GANNETT JAMES D	8421 SQUAW VALLEY AVE LAS VEGAS NV	13821110004
GAPUTAN NECTOR & NEVA	2112 MISTY MEADOW DR LAS VEGAS NV	13820610042
GARAI TRUST	2132 RAINBOW FALLS DR LAS VEGAS NV	13820520041
GARDECKI GARY S & JULIE M	2140 FOUNTAIN VIEW DR LAS VEGAS NV	13820520023
GATTE ROBERT W & BEVERLY J	2420 DESERT GLEN DR LAS VEGAS NV	13817812067
GAUTHIER NORMA DEAN	2440 SPRINGRIDGE DR LAS VEGAS NV	13817813045
GERBER RONALD D & TRACY C	2017 HARBOR CLIFF DR LAS VEGAS NV	13821215061
GHANOONI RAHIM	8301 BRITTANY HARBOR DR LAS VEGAS NV	13821215043
GIBSON SHARON K	2324 SAPPHIRE VALLEY ST LAS VEGAS NV	13821112004
GILMORE DENNY & ANTOINE	8320 BERMUDA BEACH DR LAS VEGAS NV	13821118001
GIUSTINA HOWARD & SANDRA FAM TR	8317 AQUA SPRAY AVE LAS VEGAS NV	13821114059
GJIKA VASIL & MIMOZA	8316 BRITTANY HARBOR DR LAS VEGAS NV	13821215038
GLENCOE PROPERTIES INC	7432 W SAHARA AVE #103 LAS VEGAS NV	13820611003
GODIN-KIDWELL PAULETTE CAROL	8316 BERMUDA BEACH DR LAS VEGAS NV	13821118002
GOLDBERG ROBERT & S TR SURV TR	8613 PRAIRIE HILL DR LAS VEGAS NV	13820516008
GOLDSTEIN EVA M & MARC M	2105 SNOWBIRD CT LAS VEGAS NV	13821117037
GORMAN CARL & KELLIE TRUST	7389 STRUTTING SILVER CT LAS VEGAS NV	13821117013
GOTA JAMES M	2032 SEDONA CREEK CIR LAS VEGAS NV	13821210072
GRAHAM MARGARET	8673 PRAIRIE HILL DR LAS VEGAS NV	13820517009
GRANVILLE-ABBOTT MICHAEL & TRACY	8432 SQUAW VALLEY AVE LAS VEGAS NV	13816417002
GRAVES ROCHELLE A	2128 MISTY MEADOW DR LAS VEGAS NV	13820520027
GREEN MARK A	2251 N RAMPART BLVD #123 LAS VEGAS NV	13821112008
GREENSPAN FRANK & ELLEN	2419 DESERT GLEN DR LAS VEGAS NV	13820517046
GRILLO JOHN & DEBRA	8349 EMERALD ISLE AVE LAS VEGAS NV	13821215027
GROSSA ABBY FAMILY TRUST	8317 BERMUDA BEACH DR LAS VEGAS NV	13821118031
GUILLOTTE LEO & CATHERINE	2100 BACHELOR CT LAS VEGAS NV	13821117027
GURANIK ABNER & MAE J	2429 PALMRIDGE DR LAS VEGAS NV	13817811069

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GUTH LEONARD E & CAROLE FAM TR	2025 SEDONA MDRNING DR LAS VEGAS NV	13820615002
HADEED YOUSSEF & ZAKIEH	8304 EMERALD ISLE AVE LAS VEGAS NV	13821215012
HAGHNAZARZADEH NADER	4537 ELLENITA AVE TARZANA CA	13821210015
HALEY ANNE	8705 PRAIRIE HILL DR LAS VEGAS NV	13820517007
HALL JAMES D & IRENE E	2400 DESERT GLEN DR LAS VEGAS NV	13820511004
HAN YOUNGHEE	2037 SEDONA CREEK CIR LAS VEGAS NV	13821210081
HANKEL FAMILY TRUST	1920 SEDONA PASEO LN LAS VEGAS NV	13820711015
HARRIS VANDLA TRUST	289 N 200 WEST MT PLEASANT UT	13821210077
HARSCH CURTIS L & ROSE M	8301 SWAN LAKE AVE LAS VEGAS NV	13821118053
HARTMAN MARILYN L REVOCABLE TR	2424 DESERT GLEN DR LAS VEGAS NV	13817812066
HASHIMOTO RYUJI	8337 HOLLOW WHARF DR LAS VEGAS NV	13821212037
HAWKINS D C & K J REV LIV TR	8312 HOLLOW WHARF DR LAS VEGAS NV	13821212068
HAYES HERBERT H	8712 WINTRY GARDEN AVE LAS VEGAS NV	13820520049
HAYNES MICHAEL T	2117 FOUNTAIN VIEW DR LAS VEGAS NV	13820610026
HAYWARD HARRIET A	8621 PRAIRIE HILL DR LAS VEGAS NV	13820516006
HEANEY BRIAN	8621 CLIFFTOP DR LAS VEGAS NV	13820517052
HEBERT ROBERT L & SHARON L	10620 BACK PLAINS DR LAS VEGAS NV	13821117002
HECHT MARGO B REVOCABLE TRUST	8520 W VERDE WY LAS VEGAS NV	13820520012
HELMICK EMANUEL S & DAVID P	2109 SNOWBIRD CT LAS VEGAS NV	13821117038
HENDERSON JAMES F & MONIQUE	601 ALLISTON CT LAS VEGAS NV	13821110001
HENSLEY ROBERT E REV TR AGMT	680 E MEADOWLARK PL SPRINGFIELD MO	13820517041
HERNANDEZ VICENTE V III & ALEAN	8352 SHELTERED VALLEY DR LAS VEGAS NV	13821117021
HERZIG HELAINE TRUST	8605 PRAIRIE HILL DR LAS VEGAS NV	13820516010
HIDVEGHY SHARON L	8328 CRETAN BLUE LN LAS VEGAS NV	13821212029
HIGUERA ALBERTO & VERONICA	8436 SHELTERED VALLEY DR LAS VEGAS NV	13820513011
HILL MICHAEL BOYD	8237 SEDONA SUNSET DR LAS VEGAS NV	13821210063
HILTON ROBERT J P & MARGARET H	2001 SEDONA PATH WY LAS VEGAS NV	13821310008
HIRATA TRUST	1724 BALDWIN PL MONTEBELLO CA	13820513003
HIRSCHFELD HAROLD J & ELAYNE	2404 SPRINGRIDGE DR LAS VEGAS NV	13820512002
HOGAN FAMILY REVOCABLE LIV TR	2217 HARBOR CLIFF DR LAS VEGAS NV	13821118065
HOLTZ KELLY	2101 SNOWBIRD CT LAS VEGAS NV	13821117036
HORDEN ELINOR J SEP PPTY TR	8345 SNOWMASS DR LAS VEGAS NV	13821113022

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HORN LARRY L & KAREN L	1615 PAM LN SAN JOSE CA	13820610031
HOUBEN ARIZONA FAMILY TRUST	1945 SEDONA PASEO LN LAS VEGAS NV	13820615007
HUBERMAN ROMA TRUST AGREEMENT	8312 SEDONA SUNRISE DR LAS VEGAS NV	13821310004
HUDSON JIM C & PATTI J	8232 SEDONA SUNSET DR LAS VEGAS NV	13821210013
HUGHES JOHN CLAUDE	8436 SQUAW VALLEY AVE LAS VEGAS NV	13816417001
HUSSEIN ELENITA & ABDULKADIR	98 RIVERWEST RD WINNIPEG MB R2V 4V5 CANADA	13821215056
IBE LYNN M	2209 ANGEL FIRE LAS VEGAS NV	13821117011
J S A 2006 TRUST	8229 SWAN LAKE AVE LAS VEGAS NV	13821118052
JACOBS SUSAN & BENNIE LIVING TR	8332 CRETAN BLUE LN LAS VEGAS NV	13821212030
JASHNANI GIRISH	4962 CAPPY TERR FREMONT CA	13821215048
JAVIER KARLO S	8257 BERMUDA BEACH DR LAS VEGAS NV	13821118026
JECKEWICZ FAMILY REVOCABLE TRUST	%E JECKEWICZ P O BOX 27292 LAS VEGAS NV	13820520029
JENSEN HERBERT TRUST	8601 PRAIRIE HILL DR LAS VEGAS NV	13820516011
JEPPESEN LARRY M	2121 HARBOR CLIFF DR LAS VEGAS NV	13821121003
JOHNSON FAMILY TRUST	2013 HARBOR CLIFF DR LAS VEGAS NV	13821215060
JOHNSON JERRY R & DOROTHY J	2416 DESERT GLEN DR LAS VEGAS NV	13817812068
K J B INVESTMENTS L L C	8381 LAS LUNAS WY LAS VEGAS NV	13821215004
KAHN SANDRA	10505 SEA PALMS AVE LAS VEGAS NV	13820517053
KAHN SANDRA F	10505 SEA PALMS AVE LAS VEGAS NV	13820511007
KANAGIN EVON M 2006 TRUST	8240 SEDONA SUNSET DR LAS VEGAS NV	13821210011
KANG IN J & HYE R	2204 ANGELFIRE ST LAS VEGAS NV	13821117017
KAPELOWITZ ALBERT & FAYE LIV TR	8712 CYPRESSWOOD AVE LAS VEGAS NV	13820610030
KARIM YVONNE	2225 HARBOR CLIFF DR LAS VEGAS NV	13821118067
KAUFMANN KAREN LIVING TRUST	8324 SEDONA SUNRISE DR LAS VEGAS NV	13820711012
KAVALOSKI JOSEFINA TRUST	8608 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520020
KAY LAWRENCE & ANGELA JT REV TR	8312 CRETAN BLUE LN LAS VEGAS NV	13821212025
KELLY KEVIN M	330 S THIRD ST #990 LAS VEGAS NV	13820517048
KENNEDY FAMILY TRUST	8233 SEDONA SUNSET DR LAS VEGAS NV	13821210062
KENON ALVIN JAMES & DEBORAH J	8305 CRETAN BLUE LN LAS VEGAS NV	13821212018
KESHISHIAN SERJIK	8325 BERMUDA BEACH DR LAS VEGAS NV	13821118033
KIRSKEY EMMETT A TRUST	4850 GERANIUM PL OAKLAND CA	13820516014
KLEIN ROBERT	30272 LA FLEUR LAGUNA NIGUEL CA	13820517029

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KLEUTGENS JOERG	8321 SWAN LAKE AVE LAS VEGAS NV	13821118058
KLIJANOWICZ BRIAN	8320 HOLLOW WHARF DR LAS VEGAS NV	13821212070
KLONER STUART & LOUISE TRUST	8433 APPLE HILL CT LAS VEGAS NV	13820513008
KNIPPEL JUSTIN L	2020 SEDONA CREEK CIR LAS VEGAS NV	13821210075
KODRA ALFRED & FATMIRA	2209 HARBOR CLIFF DR LAS VEGAS NV	13821118063
KOHISTANI HAIDER & M FAM TR	8344 EMERALD ISLE AVE LAS VEGAS NV	13821215002
KOKINDA LISA D	1937 SEDONA PASEO LN LAS VEGAS NV	13820711001
KOONCE JAMES B & SHANNON E	2205 HARBOR CLIFF DR LAS VEGAS NV	13821118062
KOTWICA JEROME J & ELZBIETA M	8336 BRITTANY HARBOR DR LAS VEGAS NV	13821215033
KOZLOV ALEXANDRE	8340 BRITTANY HARBOR DR LAS VEGAS NV	13821215032
KRAMER HAROLD & ESTELLE	8633 PRAIRIE HILL DR LAS VEGAS NV	13820516003
KRELLENSTEIN STANLEY & EILEEN	8336 SEDONA SUNRISE DR LAS VEGAS NV	13820711013
KUHNS NANCY E	8232 HOLLOW WHARF DR LAS VEGAS NV	13821212062
KWASNESKI STEVEN R & SUSAN M	8624 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520016
LACKLEN ALBERT & EDNA	2224 ANGELFIRE ST LAS VEGAS NV	13821112014
LAFFAN MICHAEL K	8221 CRETAN BLUE LN LAS VEGAS NV	13821216009
LALLI CHRISTOPHER & CATHERINE A	8308 SWAN LAKE AVE LAS VEGAS NV	13821118038
LA-LV INVESTMENT GROUP L L C	1833 DERBYSHIRE DR LAS VEGAS NV	13821121001
LAPPING STEPHEN SEPARATE PPTY TR	P O BOX 34420 LAS VEGAS NV	13821212041
LARGE BRIAN E & SUSAN M	2208 ANGELFIRE ST LAS VEGAS NV	13821117016
LAS VEGAS CAR WASH INVEST L L C	P O BOX 93417 LAS VEGAS NV	13820521002
LEBOEUF CAROL	2412 DESERT BUTTE DR LAS VEGAS NV	13820517027
LEE LARRY & JACQUEITA M	8428 APPLE HILL CT LAS VEGAS NV	13820513004
LEFFNER GARY L & TERI L	8353 EMERALD ISLE AVE LAS VEGAS NV	13821215028
LEGER WILLIAM & EVANGELINE	2633 LOTUS HILL DR LAS VEGAS NV	13820516013
LEIBOWITZ STEVEN	653 TOWN CENTER DR #102 LAS VEGAS NV	13821310040
LEIN FAMILY TRUST	2313 ANGELFIRE ST LAS VEGAS NV	13821112007
LESLIE BRUCE A	2416 RANCHO BEL AIR LAS VEGAS NV	13821117007
LEYSER FAMILY TRUST	P O BOX 370475 LAS VEGAS NV	13820511006
LIM EDMOND M & ANNETTE L	6 ESTERO AVE SAN FRANCISCO CA	13820610009
LINDSEY LEBARRON J & ARVELLA L	8321 CRETAN BLUE LN LAS VEGAS NV	13821212014
LINEBERRY PROPERTIES INC	P O BOX 1767 MT JULIET TN	13821211004

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LIOTINE FAMILY REVOCABLE LIV TR	8324 CRETAN BLUE LN LAS VEGAS NV	13821212028
LIVENGOD THOMAS J & MARY	2112 SNOWBIRD CT LAS VEGAS NV	13821117032
LIZOTTE WADE N & LISA A	2012 SEDONA PATH WY LAS VEGAS NV	13821210065
LLOYD VANN MILLER & ANNABELLE R	8437 DUTCH HILL CT LAS VEGAS NV	13820513002
LOMBARDO ROCKY J & RUTH N	8332 BRITTANY HARBOR DR LAS VEGAS NV	13821215034
LOONEY MARK W & LYNN A	8224 EMERALD ISLE AVE LAS VEGAS NV	13821216021
LOPEZ JUDITH B	2428 DESERT GLEN DR LAS VEGAS NV	13817812065
LOWELL SHAWN P	2427 DEL MONTE AVE GRAND ISLAND NE	13821121005
LOWRY ROBERT W	P O BOX 370819 LAS VEGAS NV	13821118039
LUCAS FAMILY TRUST	2425 DESERT SANDS DR LAS VEGAS NV	13817812072
LUGO'S VINETREE-K20 RANCH L L C	%J LUGO-PAYNE 5740 N JULIANO RD LAS VEGAS NV	13821215055
LUH HENRY & SONIA	1575 PASQUALLITO DR SAN MARINO CA	13821212006
LUNO KENNETH J	8629 PRAIRIE HILL DR LAS VEGAS NV	13820516004
LUNOY TERRY L JR & JANICE L	2004 SEDONA PATH WY LAS VEGAS NV	13821310009
LURYA HAVA & ESHEL C	8300 SWAN LAKE AVR LAS VEGAS NV	13821118040
M B A TRUST	8609 CLIFFTOP DR LAS VEGAS NV	13820517049
MACHETTE WILLIAM E JR & JULIE K	8704 CRESCENT RIDGE LN LAS VEGAS NV	13820613006
MAJESKI JOEL R	8605 PALE MOON CT LAS VEGAS NV	13820610017
MAJESTIC PROPERTY HOLDINGS L L C	P O BOX 371357 LAS VEGAS NV	13821210006
MAJOR KENNETH ROY	8340 CRETAN BLUE LN LAS VEGAS NV	13821212032
MALAL FEROZAN	8344 SNOWMASS OR LAS VEGAS NV	13821113026
MALARDIER GHISLAIN	8328 HOLLOW WHARF DR LAS VEGAS NV	13821121008
MANIAGO FAMILY TRUST	8236 SEDONA SUNRISE DR LAS VEGAS NV	13821310010
MANN ANNETTE L & LUCIENNE J	2005 SEOONA PATH WY LAS VEGAS NV	13821210067
MANNI MICHAEL F & STEPHANIE D	8232 SEDONA SUNRISE OR LAS VEGAS NV	13821310011
MANUKYAN ARPINE	8325 CRETAN BLUE LN LAS VEGAS NV	13821212013
MARCELLUS FAMILY TRUST	3125 CORI ROSSO LN LAS VEGAS NV	13821215007
MARKS CAROLINE J LIVING TRUST	2412 DESERT GLEN OR LAS VEGAS NV	13820511001
MARSH ROBERT & KELLY	8709 WINTRY GARDEN AVE LAS VEGAS NV	13820610039
MARTINEZ JUSTEN	1729 WANOERING WINOS WY LAS VEGAS NV	13821210004
MARTINEZ JUSTEN	1729 WANDERING WINOS WY LAS VEGAS NV	13821210084
MARUMOTO GLEN S	98-1798 KAAHUMANU ST #60D PEARL CITY HI	13820610012

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MARVIN MARY LIVING TRUST	8616 PRAIRIE HILL DR LAS VEGAS NV	13820517038
MATTHEWS BRETT W	8425 DUTCH HILL CT LAS VEGAS NV	13821110009
MATTHIESSEN LIVING TRUST	2413 DESERT GLEN DR LAS VEGAS NV	13820517044
MATUSIAK GEORGE & HALINA	2024 SEDONA CREEK CIR LAS VEGAS NV	13821210074
MAZZULLA DONALD S & L REV LIV TR	8724 AZURE SKY DR LAS VEGAS NV	13820711014
MCCOY DENNIS & MARY	5436 PAINTED GORGE DR LAS VEGAS NV	13820517036
MCDONAL WARREN N & KAREN	2012 SEDONA MORNING DR LAS VEGAS NV	13820615012
MCDONALD JAMES R & NANCY A	2404 DESERT GLEN DR LAS VEGAS NV	13820511003
MCFADDEN P M SR & I G REV TR	2008 SEDONA PATH WY LAS VEGAS NV	13821210066
MCFADDEN PATRICK M JR	8333 BRITTANY HARBOR DR LAS VEGAS NV	13821218002
MCFARLAND PATRICIA A TRUST	2124 MISTY MEADOW DR LAS VEGAS NV	13820610044
MCFARLAND PATTY	2124 MISTY MEADOW DR LAS VEGAS NV	13820520035
MCFARLAND THERESA	2104 SNOWBIRD CT LAS VEGAS NV	13821117034
MCKYTON EILEEN M & ALEXANDER R	2429 SPRINGRIDGE DR LAS VEGAS NV	13817813050
MCLANE ALLISON D & ALLISON	8333 EMERALD ISLE LAS VEGAS NV	13821215023
MEADOWS SCHOOL	8601 SCHOLAR LN LAS VEGAS NV	13820701004
MECH GREGORY A & KAREN R	2605 VERMONT AVE JOPLIN MO	13821212001
MEHOCIC GEORGE R & D 1989 LIV TR	420 SAINT ANDREWS CT LAS VEGAS NV	13820517014
MENG DONALD B & KARLA A	8324 SWAN LAKE AVE LAS VEGAS NV	13821118034
MICEK MARC	8316 EMERALD ISLE AVE LAS VEGAS NV	13821215009
MILES CHU LI TRUST	8220 CRETAN BLUE LN LAS VEGAS NV	13821216006
MILKE MICHAEL D	2133 DRIFTING CLOUD CIR LAS VEGAS NV	13820520038
MILKO PAUL & YVONNE L REV LIV TR	2125 FOUNTAIN VIEW DR LAS VEGAS NV	13820610025
MILLER JUDITH A	4396 E PHILLIPS PL CENTENNIAL CO	13820517032
MILLER LARRY & CANDACE	2120 BACHELOR CT LAS VEGAS NV	13821117022
MILLER LAWYER B & MARILYN P	8356 SHELTERED VALLEY DR LAS VEGAS NV	13821117020
MIMURA FAMILY TRUST	29282 WHITLEY COLLINS DR RANCHO PALOS VERDES CA	13820520017
MINASIAN KENNETH P	15 BROAD ST NASSUA NH	13820520047
MINGLETON HELEN V REV LIV TR	8225 SEDONA SUNSET DR LAS VEGAS NV	13821210060
MIRACLE L L C	1901 REALEZA CT LAS VEGAS NV	13821212009
MIRO-QUESADA JOSE LUIS	8705 WINTRY GARDEN AVE LAS VEGAS NV	13820610040
MIYAGI TAMIKO JOBE	8449 SHELTERED VALLEY DR LAS VEGAS NV	13820513015

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MIZUNO SEIZO & BERTHA A	8432 APPLE HILL CT LAS VEGAS NV	13820513005
MLADENOFF DOREEN	6239 ORANGEWOOD DR ALTA LOMA CA	13820517042
MOLINA MANUEL & SANDRA J	8300 HOLLOW WHARF DR LAS VEGAS NV	13821212065
MOODY CHARLES N & ELVIRA JEAN	8608 PALE MOON CT LAS VEGAS NV	13820610019
MORGAN ALICE B	2101 RICO PEAK CT LAS VEGAS NV	13820518004
MOSES FLEMMING & ELIZABETH	2213 HARBOR CLIFF DR LAS VEGAS NV	13821118064
MOSLEY SHAWN P & LISA R	2021 HARBOR CLIFF DR LAS VEGAS NV	13821215062
MOSS JOAN Y	2433 PALMRIDGE DR LAS VEGAS NV	13817811070
MUSGROVE DANIEL C & CYNTHIA C	8348 EMERALD ISLE AVE LAS VEGAS NV	13821215001
MYXTER LOREL L & TAMARA D	8328 EMERALD ISLE AVE LAS VEGAS NV	13821215006
NAJARIAN JANICE	8320 SEDONA SUNRISE DR LAS VEGAS NV	13821310053
NAKATA JIRO REVOCABLE LIVING TR	15908 MCDERMITT ST FOUNTAIN VALLEY CA	13821110006
NEUMANN J A REVOCABLE TRUST	2016 SEDONA CREEK CIR LAS VEGAS NV	13821210076
NICHOLAS JOHN TRUST	2421 DESERT GLEN DR LAS VEGAS NV	13817812026
NICHOLS JAY R & LUCINDA	8609 PRAIRIE HILL DR LAS VEGAS NV	13820516009
NICOLIS TIMOTHY & ROBIN R	8313 CRETAN BLUE LN LAS VEGAS NV	13821212016
NIELSON GREGORY	2221 HARBOR CLIFF DR LAS VEGAS NV	13821118066
NITZ ASHLEY E	2104 FOUNTAIN VIEW DR LAS VEGAS NV	13820610014
NOCHO CARL J & JANE M	8316 SEDONA SUNRISE DR LAS VEGAS NV	13821310003
NOOSE FAMILY TRUST	1929 SEDONA PASEO LN LAS VEGAS NV	13820711003
NOPKARS SAIYON & PRANEE	2121 MISTY MEADOW DR LAS VEGAS NV	13820610045
NORMAN ROBERT	2108 FOUNTAIN VIEW DR LAS VEGAS NV	13820610015
NORRIS KENNETH EUGENE & JOAN ANN	8236 HALLOW WHARF DR LAS VEGAS NV	13821212063
NORTON TIMOTHY	8341 HOLLOW WHARF DR LAS VEGAS NV	13821212036
NUGENT WILLIAM & BEVERLY LIV TR	8428 SQUAW VALLEY AVE LAS VEGAS NV	13816417003
NYE TIMOTHY L SR	2028 SEDONA MORNING DR LAS VEGAS NV	13821210082
O'BRIEN MAURICE J & MARY ELLEN	8661 PRAIRIE HILL DR LAS VEGAS NV	13820517012
O'FLAHERTY JOHN T & BECKY	%NV STATE BK NV-MC04-2200-CFO P O BOX 990 LAS VEGAS NV	13821211002
OH KATHRYN	18011 S AVERY PL GARDENA CA	13821212069
OHARE BRIAN J	8212 RUBY MOUNTAIN WY LAS VEGAS NV	13821210012
OLLIVIER KEVIN M & MASAKO M	8321 EMERALD ISLE AVE LAS VEGAS NV	13821215020
OMOHUNDRO TIPTON T & C L FAM TR	2113 SNOWBIRD CT LAS VEGAS NV	13821117039

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O'NEILL BARRY P	8300 BRITTANY HARBOR DR LAS VEGAS NV	13821215042
ORKHOV DAVID & MAYA	8410 ELDORA AVE #1005 LAS VEGAS NV	13820520019
ORR CHARLES L & SUZANN C	2036 E OAK MANOR DR SANDY UT	13821210007
OSTERHOUDT HENRY J & LESLEY A	2205 ANGELFIRE ST LAS VEGAS NV	13821117010
P M C L V L L C	%PRESTIGE PPTYS 2340 PASEO DEL PRADO #D-202 LAS VEGAS NV	13820614007
PAGDANGANAN BOBBY F & NORAIN	8708 CRESCENT RIDGE LN LAS VEGAS NV	13820613005
PAGOTO MARIA REVOCABLE TRUST	2220 BEAR VALLEY ST LAS VEGAS NV	13821113020
PAHOR ROBERT E & WENDIE R	8309 SWAN LAKE AVE LAS VEGAS NV	13821118055
PAL-SAM FAMILY TRUST	2308 ANGELFIRE ST LAS VEGAS NV	13821112017
PANSEK DOROTHY REVOCABLE TRUST	P O BOX 34060 LAS VEGAS NV	13820513017
PAPERNO HERBERT & JUDITH	2408 SPRINGRIDGE DR LAS VEGAS NV	13820512003
PAPPER ROBERT A & CAROLE CLARK	11 NEREID PL BABYLON NY	13821117029
PAQUETTE ESTHER LIVING TRUST	2437 SPRINGRIDGE DR LAS VEGAS NV	13817813052
PARHAMOVICH WALTER & GRACE MARY	8425 APPLE HILL CT LAS VEGAS NV	13820513009
PATTON RAMPART II L L C	41 CORPORATE PARK #250 IRVINE CA	13820522005
PATTON RAMPART L L C	41 CORPORATE PARK #250 IRVINE CA	13820522004
PATTON RAMPART L L C	41 CORPORATE PARK #250 IRVINE CA	13820522002
PATTON RAMPART L L C	41 CORPORATE PARK #250 IRVINE CA	13820522003
PEARCE FAMILY TRUST	8437 APPLE HILL CT LAS VEGAS NV	13820513007
PELOTTE PAUL A	8304 HOLLOW WHARF DR LAS VEGAS NV	13821212066
PENDLETON BRAD & DEBBIE	8301 HOLLOW WHARF DR LAS VEGAS NV	13821212046
PERKINS JOHN J & JOANN R REV TR	2425 DESERT GLEN DR LAS VEGAS NV	13817812027
PERLIN LIVING TRUST	2101 HARBOR CLIFF DR LAS VEGAS NV	13821212003
PETERS CORNELIUS	8353 SNOWMASS DR LAS VEGAS NV	13821113024
PETERSEN JEFFREY C & KATHRYN J	8329 SWAN LAKE AVE LAS VEGAS NV	13821118060
PIEL LOREN A & BRIGETTE R	8312 EMERALD ISLE AVE LAS VEGAS NV	13821215010
PISANI FRANK & ROSMARIE	8228 EMERALD ISLE AVE LAS VEGAS NV	13821215014
PITTS BILL C TRUST	8649 PRAIRIE HILL DR LAS VEGAS NV	13820517015
PITTS GARY W & JUDITH H	8353 SUGAR BOWL CT LAS VEGAS NV	13821112028
PLANISKY STANLEY M & ARLENE A	8241 SEDONA SUNSET DR LAS VEGAS NV	13821210064
PLOTKIN FAMILY TRUST	8566 COLUSA CIR #901-D HUNTINGTON BEACH CA	13820517039
POLANGCUS HERA & CRISPOLO	8324 SEDONA SUNSET DR LAS VEGAS NV	13821210003

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POLITO NANCY G & FRANK J JR	8324 BRITTANY HARBOR DR LAS VEGAS NV	13821215036
POOLE DERRICK R	8345 BRITTANY HARBOR DR LAS VEGAS NV	13821215052
POSHKA MARITAL TRUST	%M KNOX-POSHKA 43104 QUINCY CT HEMET CA	13820517033
PRAIRIE HILL REVOCABLE TRUST	8637 PRAIRIE HILL DR LAS VEGAS NV	13820516002
PRASAD SANJEEV	2132 DRIFTING CLOUD CIR LAS VEGAS NV	13820520033
PREMIER TRUST TRS	%PRESTIGE PPTYS 2340 PASEO DEL PRADO #D202 LAS VEGAS NV	13820614011
PROTHRO LANCE B & STEPHANIE M	8309 SEDONA SUNRISE DR LAS VEGAS NV	13821310043
PUEBLO ASSISTED LIVING L P	401 S FOURTH ST #1900 LOUISVILLE KY	13820614013
PUEBLO COML CTR OWNRS ASSOC	%P SCOTT 10000 W CHARLESTON BLVD #200 LAS VEGAS NV	13820614010
PUEBLO COML CTR OWNRS ASSOC	%P SCOTT 10000 W CHARLESTON BLVD #200 LAS VEGAS NV	13820614008
QUALITY FAMILY HOMES L L C	7301 PEAK DR #100 LAS VEGAS NV	13821310044
R F 2 INVESTMENTS L L C	P O BOX 400686 LAS VEGAS NV	13821118003
R N DEVELOPMENT L L C	2389 CENTURY HILL LOS ANGELES CA	13821117004
RAHNOOR ROSASLIE A TRUST	8632 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520014
RAJNOOR ALEXIS	8700 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520013
RAMPART P H D L L C	%P DAVIS 3225-B S RAINBOW BLVD #206 LAS VEGAS NV	13820614009
RAMSEY CINDY L	3117 TRISTAN DR FRANKLIN TN	13820520024
REINSTADTLER DIANE M	6104 COCKTAIL DR LAS VEGAS NV	13821212024
RENAUD CAROLYN E & DANIEL G	1917 SEDONA PASEO LN LAS VEGAS NV	13820711006
RENFER EDWARD	8313 BRITTANY HARBOR LAS VEGAS NV	13821215046
REYES JOCELYN E	8436 APPLE HILL CT LAS VEGAS NV	13820513006
RICHARDSON AUBREY A	2100 FOUNTAIN VIEW DR LAS VEGAS NV	13820610013
RICKEY KENNETH LEE & ANNA LEA TR	8425 SQUAW VALLEY AVE LAS VEGAS NV	13821110003
RIDDLE PHILLIP E	8333 LOST PINES CT LAS VEGAS NV	13821113018
RIZZO VINCENT J & DANCE J	8320 CRETAN BLUE LN LAS VEGAS NV	13821212027
ROBERTS RICHARD W & MARIANNE G	2317 ANGELFIRE ST LAS VEGAS NV	13821112006
ROBINSON VAN P	2132 MISTY MEADOW DR LAS VEGAS NV	13820520026
RODRIGUEZ BEVERLY S	8432 DUTCH HILL CT LAS VEGAS NV	13821110007
ROESNER KENT W & YOLANDA LIV TR	2105 RICO PEAK LAS VEGAS NV	13820518003
ROSS ERIC	560 W 43RD ST #16K NEW YORK NY	13820513013
ROSS SANFORD A	8632 PRAIRIE HILL DR LAS VEGAS NV	13820517034
ROWE GREGORY & JILL	2009 SEDONA CREEK CIR LAS VEGAS NV	13820615015

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ROWE LISA TRUST	2128 FOUNTAIN VIEW DR LAS VEGAS NV	13820610020
ROY CAROL A	8337 EMERALD ISLE AVE LAS VEGAS NV	13821215024
RUENZI LIVING TRUST	8229 HOLLOW WHARF DR LAS VEGAS NV	13821212049
RUIZ ROY A & KERRY	8317 CRETAN BLUE LAS VEGAS NV	13821212015
S & S FAMILY TRUST	2033 SEDONA CREEK CIR LAS VEGAS NV	13821210080
SAFFRON AMI	3619 LOADSTONE DR SHERMAN OAKS CA	13820615011
SALMEN JOHN & LYDIA	8356 SUGAR BOWL CT LAS VEGAS NV	13821112024
SANCHEZ TOMAS D & MARIA E	2015 E SIERRA PL OXNARD CA	13820520039
SANCHEZ VICTOR H & GLORIA E	1945 N AVON ST BURBANK CA	13821215030
SANDERS FAMILY TRUST	8320 SWAN LAKE AVE LAS VEGAS NV	13821118035
SANDS GARY A	8225 CRETAN BLUE LN LAS VEGAS NV	13821216008
SANKEY LEAH E	2116 BACHELOR CT LAS VEGAS NV	13821117023
SANTOS BENITO C	8337 CRETAN BLUE LN LAS VEGAS NV	13821212010
SAPPHIRE VALLEY L L C	%B WILSON 1930 PAGO CT LAS VEGAS NV	13821117008
SCARBROUGH HARRIET A	2416 SPRINGRIDGE DR LAS VEGAS NV	13820512005
SCHLATTER GORDON & KATE	8325 LOST PINES CT LAS VEGAS NV	13821113017
SCHLATTER GORDON REVOCABLE TRUST	8325 LOST PINES CT LAS VEGAS NV	13821212007
SCHLATTER GORDON REVOCABLE TRUST	8325 LOST PINES CT LAS VEGAS NV	13821113016
SCHLEICHER SHIRLEY M REV LIV TR	2384 SPRINGRIDGE DR LAS VEGAS NV	13820516012
SCHMUCK ROBERT PAUL TRUST	1988 PALMA VISTA AVE LAS VEGAS NV	13820512007
SCHNEIDER ISRAEL & LILLIAN	8657 PRAIRIE HILL DR LAS VEGAS NV	13820517013
SCHOENER STANLEY L & GEORGEANN	8336 HOLLOW WHARF DR LAS VEGAS NV	13821121006
SCHOFIELD AMBER C & LOREN A	8724 WINTRY GARDEN AVE LAS VEGAS NV	13820520046
SCHUG MICHAEL L & BARBARA	2424 PALMRIDGE DR LAS VEGAS NV	13817812024
SCINTA MARY TRUST	2436 SPRING RIDGE DR LAS VEGAS NV	13817813046
SCOTT ELIZABETH	8232 BRITTANY HARBOR DR LAS VEGAS NV	13821216038
SCRIVEN ROBERT M	8424 APPLE HILL CT LAS VEGAS NV	13821110010
SEGGEV FAMILY TRUST	2108 RICO PEAK CT LAS VEGAS NV	13820518007
SHEPHERD THEODORE & KAREN	8616 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520018
SHERMAN VINCE ALAN & TYRA A	8317 BRITTANY HARBOR DR LAS VEGAS NV	13821215047
SHERWOOD FAMILY TRUST	2408 DESERT BUTTE DR LAS VEGAS NV	13820517028
SHMUELEVICH ZVI & LINA	2229 HARBOR CLIFF DR LAS VEGAS NV	13821114001

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SIEGEL ALAN B	8609 PALE MOON CT LAS VEGAS NV	13820610016
SIMONS DONNA E	8301 EMERALD ISLE AVE LAS VEGAS NV	13821215015
SIMS L DOUGLAS & DEBRA K	2005 HARBOR CLIFF DR LAS VEGAS NV	13821215058
SINGER RICHARD A & JOYCE REV TR	8329 HOLLOW WHARF DR LAS VEGAS NV	13821212039
SKINNER JIMMIE & JORGANNE	8328 SEDONA SUNSET DR LAS VEGAS NV	13821210002
SKLAR JERRY LIVING TRUST	2441 SPRINGRIDGE DR LAS VEGAS NV	13817813053
SMITH HERBERT & BEVERLY REV TR	2400 DESERT BUTTE DR LAS VEGAS NV	13820517030
SMITH KELLEY D FAMILY TRUST	10650 ALPINE FROST CT LAS VEGAS NV	13821218001
SMITH RAYMOND & DEBORAH	8705 CYPRESSWOOD AVE LAS VEGAS NV	13820610011
SMITHS FOOD & DRUG CENTERS INC	%KROGER CO %PPTY TAX 7TH FLR 1014 VINE ST CINCINNATI OH	13820522001
SOEHNGEN BRIAN L	2104 RICO PEAK CT LAS VEGAS NV	13820518006
SOMDAHL LEONARD E TRUST	P O BOX 13 PORT HUENEME CA	13821212043
SOUTH SHORE PROFESSIONAL CTR LLC	3050 SIRIUS AVE #103 LAS VEGAS NV	13821211003
SPECIAL FRANK G LIVING TRUST	2100 RICO PEAK CT LAS VEGAS NV	13820518005
SPOHN ROY & ROSE FAM REV LIV TR	2448 DESERT SANDS DR LAS VEGAS NV	13817813069
STEVENS EVA MARIA	8305 HOLLOW WHARF DR LAS VEGAS NV	13821212045
STEWART KEITH RUSSELL REV LIV TR	8325 EMERALD ISLE AVE LAS VEGAS NV	13821215021
STOSUR BONNIE JEAN LIVING TRUST	2413 DESERT SANDS DR LAS VEGAS NV	13817812069
STOUT M H FAMILY TRUST	2433 SPRINGRIDGE DR LAS VEGAS NV	13817813051
STOUT MARGARET O	8233 BRITTANY HARBOR DR LAS VEGAS NV	13821216039
STROBECK MARGY M ETAL	5545 86TH AVE N W STANLEY ND	13820517016
SUAREZ CHRISTINE & ORLANDO	8600 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520022
SULLIVAN DANIEL & BETTY	2016 SEDONA MORNING DR LAS VEGAS NV	13820615013
SUSA RAYMOND FRED & SUSAN	2125 MISTY MEADOW DR LAS VEGAS NV	13820520028
SWANK GERALDINE	8701 PRAIRIE HILL DR LAS VEGAS NV	13820517008
SWANSON JOHN R TRUST	9820 DESMOND DR OAK HILLS CA	13821310007
SWORSY THOMAS & CAROL	8613 CLIFFTOP DR LAS VEGAS NV	13820517050
SYSLO MARIE	2420 SPRINGRIDGE DR LAS VEGAS NV	13820512006
T P INVESTMENTS INC	4145 WAGON TRAIL AVE LAS VEGAS NV	13821117030
TABASSI SANEE	2108 BACHELOR CT LAS VEGAS NV	13821117025
TACKER JANE VALLE REV LIV TR	2137 MISTY MEADOW DR LAS VEGAS NV	13820520031
TAXPAYER	LAS VEGAS NV	13820610032

Report of All Selected Parcels**Case Number:** SDR-40765**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
TAYLOR PHILLIP M & CINDY	8305 SWAN LAKE AVE LAS VEGAS NV	13821118054
THACKSTON TIMOTHY E & MICHELLE	8349 SNOWMASS DR LAS VEGAS NV	13821113023
THERIAULT JONATHAN D & PAMELA M	2300 SAPPHIRE VALLEY ST LAS VEGAS NV	13821117003
THIELE ROSE-MARIE T REVOCABLE TR	1925 SEDONA PASEO LN LAS VEGAS NV	13820711004
THOMAS 1979 TRUST	2005 SEDONA MORNING DR LAS VEGAS NV	13820615006
THOMAS STEPHANIE V	8233 HOLLOW WHARF DR LAS VEGAS NV	13821212048
THOMAS THELMA B REVOCABLE TRUST	8312 BRITTANY HARBOR DR LAS VEGAS NV	13821215039
THOMPSON LINDA J	2312 ANGELFIRE ST LAS VEGAS NV	13821112018
THORNDON L L C	%EQUUS MGT CORP 3400 W DESERT INN RD #24 LAS VEGAS NV	13820521007
THORNDON L L C	%EQUUS MGT CORP 3400 W DESERT INN RD #24 LAS VEGAS NV	13820521007
THORNTON KEITH L	2304 ANGELFIRE ST LAS VEGAS NV	13821112016
TIERI GERALD & MICHELLE	8432 SHELTERED VALLEY DR LAS VEGAS NV	13820513010
TINGHINO EVA REVOCABLE LIVING TR	2136 MISTY MEADOW DR LAS VEGAS NV	13820520025
TOBLER GARY WAYNE	8317 EMERALD ISLE AVE LAS VEGAS NV	13821215019
TOM FAMILY TRUST	2216 ANGELFIRE ST LAS VEGAS NV	13821117014
TORRENUEVA RAUL & ZAIDA	2113 RICO PEAK CT LAS VEGAS NV	13820518001
TOY HOWARD G & LINDA ANN GEISER	8349 SUGAR BOWL CT LAS VEGAS NV	13821112029
TREMPUS FAMILY TRUST	8628 PRAIRIE HILL DR LAS VEGAS NV	13820517035
TRONCOSO JOSE G & HOLLY A	2028 SEDONA CREEK CIR LAS VEGAS NV	13821210073
TRUST #8304	%A MCLEOD 3603 LAS VEGAS BLVD N #116-47 LAS VEGAS NV	13821215041
TSUKADA TERRANCE R & WAN CHING	2009 SEDONA MORNING DR LAS VEGAS NV	13820615005
TULLI GABRIEL R	8244 SEDONA SUNSET DR LAS VEGAS NV	13821210010
TUR FAYSAL	8229 EMERALD ISLE AVE LAS VEGAS NV	13821216022
UHL PHYLLIS J TRUST	2432 SPRINGRIDGE DR LAS VEGAS NV	13817813047
URSEM FAMILY TRUST	8608 PRAIRIE HILL DR LAS VEGAS NV	13820517040
VAENUKU FRED & JOYCE	2000 SHOREVIEW AVE SAN MATEO CA	13821215057
VEGAS SENIOR HOUSING-PUEBLOS LLC	%FLANAGAN-ORION 500 N DEARBORN ST #400 CHICAGO IL	13820614014
VERLINDEN FRED & JANA	8329 CRETAN BLUE LN LAS VEGAS NV	13821212012
W E C 97K-36 INVESTMENT TRUST	%LEASE COMPLIANCE DEPT #6119 P O BOX 3165 HARRISBURG PA	13820611001
WAGNER CHRIS & YVETTE	1015 SEA VILLAGE DR CARDIFF CA	13820520034
WALSH FAMILY TRUST	2400 SUNUP DR LAS VEGAS NV	13820517021
WAMBLE B L W LIVING REV TR	2916 BROKEN WILLOW CIR LAS VEGAS NV	13821215025

Report of All Selected Parcels**Case Number:** SDR-40765**Printed On:** Wed: January 26, 2011

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
WANG LIU TRUST 2001 LIU Q X TR A	2108 SNOWBIRD CT LAS VEGAS NV	13821117033
WARD CARLA A	2301 ANGELFIRE ST LAS VEGAS NV	13821112010
WARNER MICHAEL & DINA M	3069 N OAK CIR BOOMFIELD CO	13820520011
WATKINS MICHAEL	1924 SEOONA PASEO LN LAS VEGAS NV	13820711016
WEBSTER REVOCABLE FAMILY TRUST	8628 MAGNOLIA RIDGE AVE LAS VEGAS NV	13820520015
WEIR MERRILL E REVOCABLE TRUST	8228 SEDONA SUNSET DR LAS VEGAS NV	13821210014
WELLS RANDOL T & FLORENCE J	2212 SAPPHIRE VALLEY ST LAS VEGAS NV	13821117005
WESTFALL KENNEDY G & ANA REV TR	41543 JACARANDA ST PALMOALE CA	13820511005
WILLIAMS CHRISTINE	P O BOX 25834 LOS ANGELES CA	13821215063
WILLIAMS JUANITA & HARVEY	2201 HARBOR CLIFF DR LAS VEGAS NV	13821118061
WILLIAMS LEON D & JEANETTE	2316 SAPPHIRE VALLEY ST LAS VEGAS NV	13821112002
WILLIAMS SHEILA A & KELLY B	2212 ANGELFIRE ST LAS VEGAS NV	13821117015
WILLIAMSON THOMAS & ELSIE REV TR	2428 PALMRIDGE DR LAS VEGAS NV	13817812023
WINCHESTER JEFFREY D & KAYO	8309 BERMUOA BEACH DR LAS VEGAS NV	13821118029
WITCHER LAMONT M	8240 HOLLOW WHARF DR LAS VEGAS NV	13821212064
WONG RICHIE W & MAGGIE K	7062 HALOIR AVE LAS VEGAS NV	13821210079
WOODRY TERRENCE J	2204 BEAR VALLEY ST LAS VEGAS NV	13821112031
WORTHEN PHILLIP J	1933 SEDONA PASEO LN LAS VEGAS NV	13820711002
YAT JORGE A	8328 BRITTANY HARBOR DR LAS VEGAS NV	13821215035
YERUSHALMI PROPERTIES L L C	2400 WESTERN AVE LAS VEGAS NV	13820611005
YU SUEMIN REVOCABLE TRUST	8317 SWAN LAKE AVE LAS VEGAS NV	13821118057
ZAARA INVESTMENTS L L C	2021 SEOONA MORNING OR LAS VEGAS NV	13820615003
ZACHARY JODI	6332 EBONY LEGENDS AVE LAS VEGAS NV	13821121004
ZAHRA FAMILY TRUST	8436 DUTCH HILL CT LAS VEGAS NV	13820513001
ZEEDYK LEONARD JR & CAROLYN M	8245 SEDONA SUNRISE DR LAS VEGAS NV	13821310041
ZULIC HATTY	1336 N MANDALAY RD SALT LAKE CITY UT	13821113021



February 24, 2011

Mr. Raymond Kane
WEC97K-36 Investments Trust
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

**RE: SDR-40765 - SITE DEVELOPMENT PLAN REVIEW
PLANNING COMMISSION MEETING OF MARCH 8, 2011**

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

Dear Mr. Kane:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **March 8, 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, March 2, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

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

Sincerely,

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

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Matt Thurling
Savers Stores/TVI
11400 SE 6th Street
Bellevue, Washington 98004

Mr. Bamey Michalchuk
Green Farrow
19000 MacArthur Boulevard, Suite #250
Irvine, California 92612

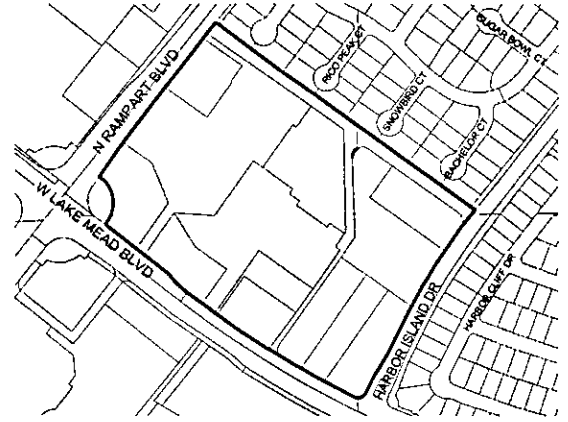
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Application Information

SDR-40765 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SAVERS STORES/TVI - OWNER: WEC97K-36 INVESTMENT TRUST - Request for a Site Development Plan Review FOR A COVERED SERVICE AND LOADING AREA ADDITION TO AN EXISTING 29,950 SQUARE-FOOT RETAIL BUILDING WITH NO SCREENING WHERE AN EIGHT-FOOT WALL OR DENSE LANDSCAPING IS REQUIRED on a portion of 3.01 acres at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

Application Location



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

Public Hearing Information

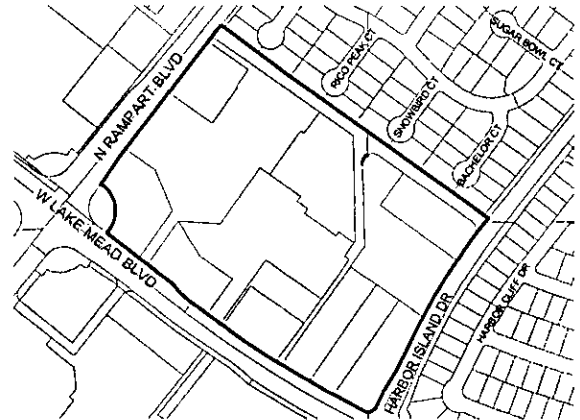
Meeting: Planning Commission
Date: *March 08, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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 Department of Planning, Case planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezoning will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Information

SDR-40765 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SAVERS STORES/TVI - OWNER: WEC97K-36 INVESTMENT TRUST - Request for a Site Development Plan Review FOR A COVERED SERVICE AND LOADING AREA ADDITION TO AN EXISTING 29,950 SQUARE-FOOT RETAIL BUILDING WITH NO SCREENING WHERE AN EIGHT-FOOT WALL OR DENSE LANDSCAPING IS REQUIRED on a portion of 3.01 acres at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

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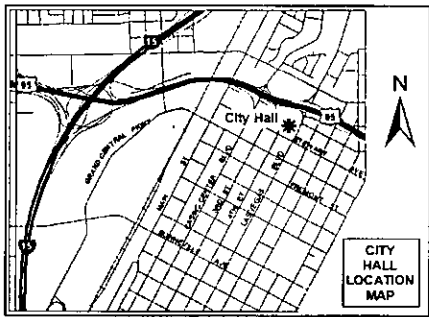
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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 Department of Planning, Case Planning Division 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

☐

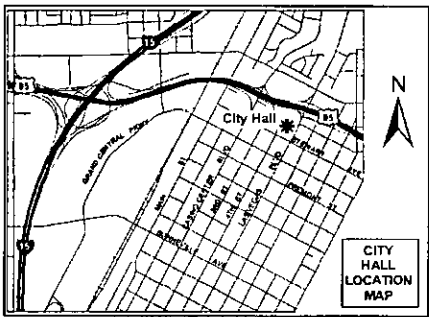
I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-40765
Planning Commission Meeting of 3/8/2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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.

SDR-40765
Planning Commission Meeting of 3/8/2011

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works *BA*
CC: Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekk, Survey (FM, PM, & A's only)
Date: February 3, 2011
Re: **SDR-40765** Savers Stores/TVI 8530 W. Lake Mead Blvd.
Request for a Site Development Plan Review for a proposed covered service and loading area

CONDITIONS OF APPROVAL:

1. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

Development Notification

PC Meeting: March 8, 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:

SDR-40765

Buena Vista HOA

Corta Bella Community HOA

Desert Butte Drive HOA

Desert Shores Community Association

Diamond Bay HOA

Durango Trails HOA

Evening Star Drive HOA

La Mancha Summerlin HOA

Linkview Drive HOA

Monterrey II HOA

Palmridge Drive HOA

Pelican Point HOA

Prairie Hill Drive HOA

Showcase HOA

South Shores Community Association

Sun City Summerlin Community Association

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

REQUEST FOR COMMENT

FROM: PLANNING AND DEVELOPMENT

SDR-40765

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 (DPW)	RICK SCHROEDER	DSC

ROUTED ELECTRONICALLY / US MAIL

<CCSD>	LINDA PERRI	4190 McLeod Drive, 2 nd Floor
METRO	BRIAN O'CALLAGHAN	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 nd FLOOR CITY HALL
*TEFO (DPW)	REBECCA WHITLOCK	2900 RONEMUS
*STREETS & SANITATION (DPW)	JERRY WALKER	2875 RONEMUS
*PARKS & OPEN SPACES (DPW)	JOHN BLACK	2875 RONEMUS
*SID (DPW)	PATRICK MURPHY	420 N. FOURTH STREET
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD
<EMBARQ> (SDPR only)	SANDRA HOLLEY	330 VALLEY VIEW BOULEVARD
LAS VEGAS VALLEY WATER DISTRICT (NO PLANS)	HEIDI DEXHEIMER ENGINEERING DESIGN DIVISION	100 CITY PARKWAY, SUITE #700 (HAND DELIVERY ADDRESS ONLY)
CLARK COUNTY (IT) (NO PLANS)	SHARON RICE (INFORMATION TECHNOLOGY DEPT)	500 GRAND CENTRAL PARKWAY, 4 th Floor
NELLIS AFB (NO PLANS)	DEBORAH MACNEILL	4430 Grissom Avenue, Building 11, Suite 103D

* 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>

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

SDR-40765 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SAVERS STORES/TVI - OWNER: WEC97K-36 INVESTMENT TRUST - Request for a Site Development Plan Review FOR A COVERED SERVICE AND LOADING AREA ADDITION TO AN EXISTING 29,950 SQUARE-FOOT RETAIL BUILDING WITH A WAIVER TO ALLOW NO SCREENING WALL WHERE A MINIMUM EIGHT-FOOT HIGH WALL IS REQUIRED on a portion of 3.01 acres at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

PLANNING COMMISSION: **MARCH 8, 2011**
CITY COUNCIL: **APRIL 6, 2011**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **FEBRUARY 3, 2011**

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

LIST COMMENTS BELOW:

4K

Report Date 01/20/2011 02:15 PM

Submitted By

Page 1

A/P # 40765 SITE DEVELOPMENT PLAN REVIEW

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	01/20/2011 11:19	984224	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

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

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

SDR-40765 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SAVERS STORES/TVI - OWNER: WEC97K-36 INVESTMENT TRUST - Request for a Site Development Plan Review FOR A COVERED SERVICE AND LOADING AREA ADDITION TO AN EXISTING 29,950 SQUARE-FOOT RETAIL BUILDING WITH A WAIVER TO ALLOW NO SCREENING WALL WHERE A MINIMUM EIGHT-FOOT HIGH WALL IS REQUIRED on a portion of 3.01 acres at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

Parent A/P #

Project # 40765 Project/Phase Name SAVERS

Size/Area 3.01 ACRE Size Description

Proposed Start Proposed Stop

% Complete Formula

Phase #

Subdivision Code

% Completed 0.00

Property/Site Information

Parcel 13820611001

Location

Owner/Tenant

Contact ID AC1855780

Name WEC97K-36 INVESTMENT TRUST

Mailing Address 1601 ELM STREET

Organization

City DALLAS

State/Province TX

ZIP/PC 75201

Country

Day Phone (214)777-4290 x

Evening Phone

Fax (214)777-4299

Mobile #

☐ Foreign

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

8532 W LAKE MEAD BLVD
LAS VEGAS, 89128-

8530 W LAKE MEAD BLVD
LAS VEGAS, 89128-

A/P Addresses

No Other Addresses are associated to this Application

Report Date 01/20/2011 02:15 PM

Submitted By

Page 2

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13820611001

Applicants/Contacts

Primary N Capacity OWNER Contact ID AC1855780 ☐ Foreign
Effective Expire
Name WEC97K-36 INVESTMENT TRUST
Day Phone (214)777-4290 x Eve Phone Organization
Pager PIN # Position
Fax (214)777-4299 Mobile Profession
E-Mail
Address 1601 ELM STREET
DALLAS, TX 75201
Seasonal Addr

Valid From To
Comments No Comments

Primary N Capacity APPL Contact ID AC1855781 ☐ Foreign
Effective Expire
Name SAVERS STORES
Day Phone (303)717-2868 x Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 11400 SOUTHEAST 6TH STREET
BELLEVUE, WA 98004
Seasonal Addr

Valid From To
Comments No Comments

Primary Y Capacity OTHER Other REP Contact ID AC1855782 ☐ Foreign
Effective Expire
Name GREENBURG FARROW
Day Phone (949)296-0450 x Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 19000 MACARTHUR BLVD #250
IRVINE, CA 92612
Seasonal Addr

Valid From To
Comments No Comments

Contractors

No Contractors

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	01/20/2011 11:21	500.00
RECORDING OF NOTICE OF ZONING ACTION	P	01/20/2011 11:21	30.00
PROCESSING FEE	P	01/20/2011 11:21	500.00

Total Unpaid 0.00

Total Paid 1030.00

Report Date 01/20/2011 02:15 PM

Submitted By

Page 3

Inspections

There are no inspections for this Report

Review Activities
Review #
Comments

Review Type

#

Status

Waived

Issued

Started

Completed

Comp By

Activity Review Details

Detail SUBMITTAL CHECKLIST (SDR)

Modified By GKAPOVICH

Modified Date/Time 01/20/2011 11:19

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y	Pre-Application Conference Checklist	Y	Site Plans (6 Folded Blue Lines, 1 Rolled Color)
Y	Application/Petition Form	Y	Landscape Plan (1 Folded, 1 Rolled Color)
Y	Deed and Legal Description	Y	Building Elevations (1 Folded, 1 Rolled Color)
Y	Justification Letter	Y	Floor Plan (1 Folded, 1 Rolled)
Y	Color and Material Board	Y	Laser Print Site Plan
N	DINA (Not Always Required)	Y	Laser Print Floor Plan
Y	Statement of Financial Interest	Y	Laser Print Elevation

Y Business Licensing Requirements Met

Y Business License Exempt

Check Conditions

Condition
Supervisor Required

Approval
Board

Approved By
Comments

Approved Date

Applied By

Applied Date

Assigned

Z-LEGAL

984224

01/20/2011 11:19

N

Project #

A/P Type

Status

Stage

Relation

No children exist for this project

Planning Condition Description

Effective

Expire

Comments

There is no planning condition for this project.

Report Date 01/20/2011 02:15 PM

Submitted By

Page 4

SITE PLAN REVIEW

N DINA Required? N Project of Regional Significance?

N Parent Project link required?

Y Will this go to the City Council?

Is there a condition of approval for a Required Review?

Hearing Type

If yes, when does it need to be reviewed?

Public, Non-Public, AdminPUBLIC

Staff Recommendation

Entitlement Exercised?

Meeting Information

Meeting Info Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By Modified Date	YES Votes	NO Votes	ABSTENTIONS
03/08/2011	PC	SCHEDULED	0	0	0
GKAPOVICH	01/20/2011				

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

No children exist for this project

Employee
Employee ID Last First MI Comments

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT	CO NAME WHO PICKED UP CONTACT#	970040	01/20/2011 11:22		0.00
	LYNN FLETCHER, 702.375.1952, , GREENBERGFARROW LOS ANGELES CK 1157				

No Model Home Details

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review (Major)
 Project Address (Location) 8530 W. Lake Mead Boulevard
 Project Name Savers Proposed Use Thrift Shop
 Assessor's Parcel #(s) 138-20-611-001 Ward # 4
 General Plan: existing SC proposed SC Zoning: existing C-1 proposed C-1
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 3.01 Lots/Units _____ Density _____
 Additional Information SDR (Major) to address rear service area lack of screening as required by 19.08.050(D) (4)

PROPERTY OWNER WEC97K-36 Investment Trust Contact Raymond J. Kane
3700 Thanksgiving Tower
 Address 1601 Elm Street Phone: 214-777-4290 Fax: 214-777-4299
 City Dallas State TX Zip 75201
 E-mail Address rkane@krcl.com

APPLICANT Savers Stores/TVI Contact Matt Thurling
 Address 11400 SE 6th Street Phone: 303-717-2868 Fax: _____
 City Bellevue State WA Zip 98004
 E-mail Address mthurling@savers.com

REPRESENTATIVE Greenberg Farrow Contact Barney Michalchuk
 Address 19000 MacArthur Blvd., Suite 250 Phone: 949-296-0450 Fax: _____
 City Irvine State CA Zip 92612
 E-mail Address bmichalchuk@greenbergfarrow.com

WEC97K-36 Investment Trust dba American Home Self
 Storage I, Ltd.

Property Owner Signature* America Home Self Storage Inc. President

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

Print Name Raymond J. Kane, President AHSS Inc.

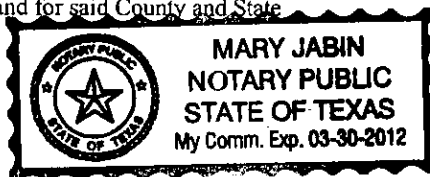
Subscribed and sworn before me

This 13 day of January, 20 11

Mary Jabin

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>SDR-40765</u>
Meeting Date:	<u>3/8/11 PC</u>
Total Fee:	<u>\$1,030</u>
Date Received:	<u>1/20/11</u>
Received By:	<u>[Signature]</u>

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

F:\dep\1 Application Packet\Application Form.pdf

JAN 20 2011



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40765** APN: 138-20-611-001

Name of Property Owner: WEC 97K-36 Investment Trust dba American Home Self Storage I, Ltd.

Name of Applicant: Savers Stores/TVI Inc.

Name of Representative: Matt Thurling

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

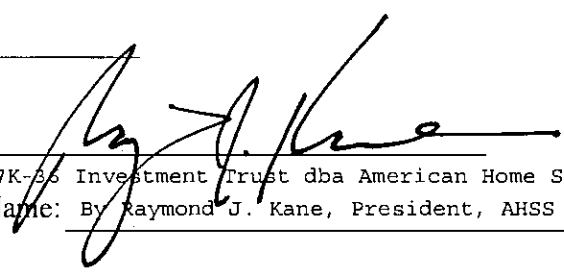
☒ No

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: _____

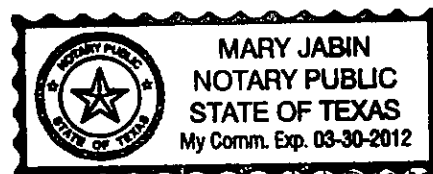
Partner(s): _____

APN: _____

Signature of Property Owner: 
WEC 97K-36 Investment Trust dba American Home Self Storage I, Ltd.
Print Name: By Raymond J. Kane, President, AHSS Inc.

Subscribed and sworn before me

This 13 day of January, 20 11
Mary Jabin
Notary Public in and for said County and State



RECEIVED
JAN 20 2011

Justification Letter

To the City of Las Vegas

This letter will serve as the required Justification Letter submitted concurrently with the Application/Petition Form for Site Development Plan Review (Major) to the Planning and Development Department of the City of Las Vegas.

SUP-37951 approved the Savers use (thrift shop) within an existing 29,950 square foot retail building that was formerly used as a retail drug store at 8530 West Lake Mead Boulevard.

'Savers' is requesting a 'Site Development Review (Major)' for a new covered service area with loading dock that is proposed at the rear of the store. The new service area and loading dock will be used by local delivery trucks that are 16' or 24' in length.

According to Section 19.08.050(D)(4) of the Las Vegas Zoning Code: Service and loading areas shall be screened from public view from all parking lots by the use of walls no less than eight feet in height or dense landscaping that will serve as both a visual barrier and a noise barrier.

The proposed covered service and loading area will be visible from an existing parking area within the shopping center that is in proximity to the rear of the building. The required screening cannot be provided due to site constraints that are inherent with the adaptive re-use of existing buildings. The provision of screen walls and landscaping, for example, would encroach into existing fire lanes required at the rear of the building.

The covered service and loading area has been configured to provide required fire-lane clearances when a 24' box delivery truck is in-place.

Colors and materials of the existing building have been incorporated into the design of the service and loading area to minimize the aesthetic impact of the addition on the view of the public.

Delivery that is restricted to the hours of 7:00 a.m. to 7:00 p.m. is proposed to minimize the impact of service and loading activities.

The impact of these modifications on existing land, water or other natural and environmental conditions will be negligible.

RECEIVED
JAN 20 2011
SDR-40765

Justification Letter

To the City of Las Vegas

This letter will serve as the required Justification Letter submitted concurrently with the Application/Petition Form for Site Development Plan Review (Major) to the Planning and Development Department of the City of Las Vegas.

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'Savers' is requesting a 'Site Development Review (Major)' for a new covered service area with loading dock that is proposed at the rear of the store. The new service area and loading dock will be used by local delivery trucks that are 16' or 24' in length.

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The impact of these modifications on existing land, water or other natural and environmental conditions will be negligible.

RECEIVED
JAN 20 2011
SDR-40765

RE-RECORDED

1122.0336

WHEN RECORDED, MAIL TO:
David Feldman, Esquire
First American Title Insurance Company
One Greenwood Square, Suite 150
3333 Street Road, Bensalem, PA 19020
Bensalem, PA 19020
APN: (200) 138-20-611-001

Store #6119
Tab #36

5
4

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THIRTY PAYLESS, INC.**, a California corporation, successor by merger to Payless Drug Stores Northwest, Inc., whose address is 30 Hunter Lane, Camp Hill, Pennsylvania 17011, does hereby GRANT, BARGAIN and SELL to **WEC 97K-36 INVESTMENT TRUST**, a Delaware Business Trust, whose address is 6750 LBJ Freeway, Suite 1100, Dallas, Texas 75240, the real property situate in the County of Clark, State of Nevada, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with its rights in and to all streets, alleys, roads or other rights-of-way or passages, and any strips, gores or pieces of property, abutting, adjacent to or contiguous to the above described premises UNDER AND SUBJECT to matters of record, to the extent valid and enforceable and still applicable to the above described premises TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof

Date November 21, 1997

THIRTY PAYLESS, INC., a California corporation

By: [Signature]
ELLIOT S. GERSON, Senior Vice President

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

This instrument was acknowledged before me on November 21, 1997 by **ELLIOT S. GERSON**, as Senior Vice President of **RITE AID OF NEVADA, INC.**, a Nevada corporation.

[Signature]
Notary Public

NOTARIAL SEAL
LYNN M. FASY, Notary Public
City of Philadelphia, Penna. Co.
My Commission Expires Dec. 3, 2000

RECEIVED
JAN 20 2011

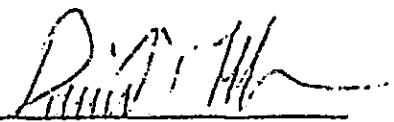
**This document is being rerecorded to correct an error in the legal description.

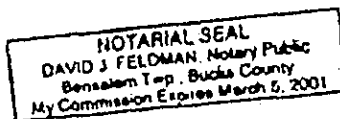
471202-00336

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Philadelphia* : SS.

ON THIS, the *21* day of *December*, 1997, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Elliot S. Gerson as Senior Vice President of Thrifty Payless, Inc., a California Corporation and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Thrifty Payless, Inc., a California Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal.


Notary Public



RECEIVED
JAN 20 2011

EXHIBIT "A"

STORE #6119

LOAN #16

PARCEL 1:

ALL THAT PORTION of the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

COMMENCING at the most Westerly corner of Common Lot S in "South Shores" as shown by Map thereof on file in Book 42, Page 2 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, said point being on the Southeasterly right of way line of Rampart Boulevard (varying width); Thence South 38 degrees 25 minutes 18 seconds West along said right of way line, 39.20 feet to an angle point thereon; Thence South 37 degrees 07 minutes 08 seconds West along said right of way line, 0.87 feet; Thence South 55 degrees 02 minutes 57 seconds East, 438.95 feet; Thence South 34 degrees 57 minutes 03 seconds West, 86.00 feet; Thence North 55 degrees 02 minutes 57 seconds West,*173.76 feet to the point of BEGINNING; Thence North 55 degrees 02 minutes 57 seconds West, 39.43 feet; Thence South 34 degrees 57 minutes 03 seconds West, 222.26 feet; Thence North 85 degrees 21 minutes 06 seconds West, 140.21 feet; Thence South 32 degrees 36 minutes 26 seconds East, 136.22 feet; Thence South 55 degrees 02 minutes 57 seconds East, 134.40 feet; Thence South 34 degrees 57 minutes 03 seconds West, 142.65 feet to a point on the Northeasterly right of way line of Lake Mead Boulevard (varying width); Thence South 53 degrees 00 minutes 04 seconds East along said right of way line, 55.03 feet; Thence North 34 degrees 57 minutes 03 seconds East, 256.82 feet; Thence South 55 degrees 02 minutes 57 seconds East, 231.00 feet; Thence North 34 degrees 57 minutes 03 seconds East, 156.54 feet; Thence North 55 degrees 02 minutes 57 seconds West, 20.00 feet; Thence North 34 degrees 57 minutes 03 seconds East, 53.55 feet; Thence North 55 degrees 02 minutes 57 seconds West, 63.67 feet; Thence South 34 degrees 57 minutes 03 seconds West, 15.09 feet; Thence North 55 degrees 02 minutes 57 seconds West, 129.65 feet; Thence North 34 degrees 57 minutes 03 seconds East, 17.16 feet; Thence North 55 degrees 02 minutes 57 seconds West, 44.05 feet; Thence North 34 degrees 57 minutes 03 seconds East, 20.64 feet; Thence North 55 degrees 02 minutes 57 seconds West, 128.45 feet to the point of BEGINNING.

The above described parcel is a portion of South Shores Center, a Commercial Subdivision recorded in Book 51 of Plats, Page 19, Official Records.

*15.00 feet; Thence South 34 degrees 57 minutes 03 seconds West,

RECEIVED
JAN 20 2011

STORE #6119 (continued)

PARCEL II:

Non-exclusive easements as created by instrument recorded July 6, 1990 in Book 900706 of Official Records as document No. 00168 and as amended by instruments recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01100 and recorded Nov. 26, 1991 in Book 911126 of Official Records, Clark County, Nevada Records, as document No. 00604 and re-recorded January 23, 1992 in Book 920123 of Official Records, Clark County, Nevada Records, as document No. 00178.

PARCEL III:

Non-exclusive easement as created by instrument recorded July 6, 1990 in Book 900706 of Official Records, as document No. 00168 and as amended by instrument recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01101 and re-recorded Nov. 12, 1991 in Book 911112 of Official Records, Clark County, Nevada Records as document No. 00661.

PARCEL IV:

Non-exclusive easement as created by instrument recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01107.

PARCEL V:

Non-exclusive easement as granted in document recorded April 3, 1989 in Book 890403 as Document No. 00262, amended December 29, 1989 in Book 891229 of Official Records, Clark County, Nevada Records, as document No. 01375, as amended February 13, 1990 in Book 900213 of Official Records, Clark County, Nevada Records, as document No. 00685, amended September 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records as document No. 01098. South Shores Master Association Delegate District No. 13 recorded July 19, 1994 in Book 940719 of Official Records, Clark County, Nevada Records, as document No. 01423, amended October 9, 1995 in Book 951009 Official Records, Clark County, Nevada Records as document No. 02401.

BEING the same land and premises that became vested in Payless Drug Stores Northwest Inc., dated 9/1/94, recorded 9/2/94 in Book 940902, Inst. 01532.

CLARK COUNTY, NEVADA
JUDITH A. WINTER, RECORDER
RECORDED / REQUEST OF:
FIRST AMERICAN TITLE COMPANY OF

12-22-97 08:16 CDO

BOOK 97162 PAGE 127 00336

FEE

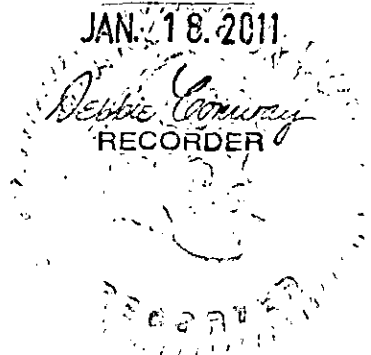
10.00 ADT.

12.500.00

RECEIVED
JAN 20 2011

CERTIFIED COPY. THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

JAN. 18. 2011



19000 MacArthur Boulevard
Suite 250
Irvine, CA 92612
t: 949 296 0450
f: 949 296 0479

GreenbergFarrow

GREENBERG FARROW ARCHITECTURE OF NEVADA, LLC
HUGHES W. THOMPSON, JR., ARCHITECT, ACTIVE
LARRY J. FARROW, ARCHITECT, RETIRED
MARTIN A. GREENBERG, RESIDENTIAL DESIGNER, RETIRED

ATLANTA
NEW YORK
CHICAGO
LOS ANGELES
BOSTON
DALLAS
NEW JERSEY
PHOENIX

Letter of Transmittal

January 17, 2011

To Marty Kraft
EXPEDITE YOUR PLANS
3606 Ferndale Cove Dr
Las Vegas, NV 89129
Phone: (702) 228-1879

Project Savers Summerlin/ Las Vegas, NV
Project# 20100664.0
From Barney Michalchuk

We are sending you the following enclosures via **Air Express - Priority for your use:**

Copies	Date	Description
1 original	01-17-11	Greenberg Farrow Check 1157 in the amount of \$1,030.00
1 original	01-13-11	Application/Petition Form with Notarized Property Owner's Signature
1 original	01-13-10	Statement of Financial Interest with Notarized Property Owner's Signature
Justification Letter [To be Provided Via E-Mail]		
1		Grant Deed [By Expedite Your Plans]
1	07-22-10	Legal Description (as noted in City of Las Vegas Zoning Action for APN(s): 138-20-611-001 recorded as Instrument # 201007220004691 on 07/22/10)
1 original	01-06-11	Pre-Application Conference Notes for Savers 8530 W. Lake Mead Boulevard. Donation Drop-Off
1 original	01-06-11	Submittal Checklist
1	01-17-11	Photo Reproduction of Color & Materials Board
6- Folded (24" x 36" Colored) 1- Rolled (24" x 36" Colored) 1 - Reduced Copy (8.5" x 11" B & W) 1 - Reduced Copy (8.5" x 11" Colored)	01-17-11 Revised	Site Plan SP1 - Exception to 19.08.050(D)(4) - Savers Las Vegas, NV - 8530 W. Lake Mead Blvd.
6- Folded (24" x 36" B & W)) 1- Rolled (24" x 36" B & W) 1 - Reduced Copy (8.5" x 11" B & W)	01-05-11 Revised	Floor Plan A100 - Exception to 19.08.050(D)(4) - Savers Las Vegas, NV - 8530 W. Lake Mead Blvd. [Note: Includes detailed Site Plan]

RECEIVED
JAN 20 2011

6- Folded (24" x 36" Colored)) 1- Rolled (24" x 36" Colored) 1 - Reduced Copy (8.5" x 11" Colored)	01-05-11 Revised	Exterior Elevations A400 - Exception to 19.08.050(D)(4) - Savers Las Vegas, NV - 8530 W. Lake Mead Blvd.
---	---------------------	---

6- Folded (24" x 36" B & W)) 1- Rolled (24" x 36" B & W) 1 - Reduced Copy (8.5" x 11" B & W)	01-05-11 Revised	Exterior Elevations A400 - Exception to 19.08.050(D)(4) - Savers Las Vegas, NV - 8530 W. Lake Mead Blvd.
---	---------------------	---

Message

Please see attached for documentation for the SDR (Major) submittal package for Savers Summerlin.

If enclosures are not as noted, please contact sender

Copies

RECEIVED
JAN 20 2011

APN(s): 138-20-611-001

**CITY OF LAS VEGAS NOTICE OF
ZONING ACTION**

TO: ALL INTERESTED PARTIES

Assessor's Parcel No(s): 138-20-611-001

Inst #: 201007220004691
Fees: \$16.00
N/C Fee: \$0.00
07/22/2010 02:36:46 PM
Receipt #: 436216
Requestor:
CITY OF LAS VEGAS
Recorded By: TAH Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Legal Description:

PARCEL I:

ALL THAT PORTION OF THE NORTHEAST QUARTER (NE¼) OF SECTION 20 AND THE NORTHWEST QUARTER (NW¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF COMMON LOT S IN "SOUTH SHORES" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42, PAGE 2 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RAMPART BOULEVARD (VARYING WIDTH);

THENCE SOUTH 38° 25' 18" WEST ALONG SAID RIGHT-OF-WAY LINE, 39.20 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 37° 07' 08" WEST ALONG SAID RIGHT-OF-WAY LINE, 0.87 FEET;

THENCE SOUTH 55° 02' 57" EAST, 438.95 FEET;

THENCE SOUTH 34° 57' 03" WEST, 86.00 FEET;

THENCE NORTH 55° 02' 57" WEST, 173.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 55° 02' 57" WEST, 39.43 FEET;

THENCE SOUTH 34° 57' 03" WEST, 222.26 FEET;

THENCE NORTH 85° 21' 06" WEST, 140.21 FEET;

THENCE SOUTH 32° 36' 26" EAST, 136.22 FEET;

THENCE SOUTH 55° 02' 57" EAST, 134.40 FEET;

THENCE SOUTH 34° 57' 03" WEST, 142.65 FEET TO A POIN ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE MEAD BOULEVARD (VARYING WIDTH);

THENCE SOUTH 53° 00' 04" EAST ALONG SAID RIGHT-OF-WAY LINE, 55.03 FEET;

Case Number(s): SUP-37951
Assessor's Parcel No(s): 138-20-611-001
City Council Meeting of July 26, 2010
Page 1 of 3

RECEIVED
JAN 20 2011

THENCE NORTH 34° 57' 03" EAST, 256.82 FEET;
THENCE SOUTH 55° 02' 57" EAST, 231.00 FEET;
THENCE NORTH 34° 57' 03" EAST, 156.64 FEET;
THENCE NORTH 55° 02' 57" WEST, 20.00 FEET;
THENCE NORTH 34° 57' 03" EAST, 53.55 FEET;
THENCE NORTH 55° 02' 57" WEST, 63.67 FEET;
THENCE SOUTH 34° 57' 03" WEST, 15.09 FEET;
THENCE NORTH 55° 02' 57" WEST, 129.65 FEET;
THENCE NORTH 34° 57' 03" EAST, 17.16 FEET;
THENCE NORTH 55° 02' 57" WEST, 44.05 FEET;
THENCE NORTH 34° 57' 03" EAST, 20.64 FEET;
THENCE NORTH 55° 02' 57" WEST, 128.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS A PORTION OF SOUTH SHORES CENTER, A COMMERCIAL SUBDIVISION RECORDED IN BOOK 51 OF PLATS, PAGE 19, OFFICIAL RECORDS.

PARCEL II:

NON-EXCLUSIVE EASEMENTS AS CREATED BY INSTRUMENT RECORDED JULY 6, 1990 IN BOOK 900706 OF OFFICIAL RECORDS AS DOCUMENT NUMBER 00168 AND AS AMENDED BY INSTRUMENTS RECORDED SEPTEMBER 4, 1991 IN BOOK 910904 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 01100 AND RECORDED NOVEMBER 26, 1991 IN BOOK 911126 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 00604 AND RE-RECORDED JANUARY 23, 1992 IN BOOK 920123 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 00178.

PARCEL III:

NON-EXCLUSIVE EASEMENT AS CREATED BY INSTRUMENT RECORDED JULY 6, 1990 IN BOOK 900706 OF OFFICIAL RECORDS, AS DOCUMENT NUMBER 00168 AND AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 4, 1991 IN BOOK 910904 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 01101 AND RE-RECORDED NOVEMBER 12, 1991 IN BOOK 911112 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NUMBER 00661.

PARCEL IV:

NON-EXCLUSIVE EASEMENT AS CREATED BY INSTRUMENT RECORDED SEPTEMBER 4, 1991 IN BOOK 910904 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 01107.

PARCEL V:

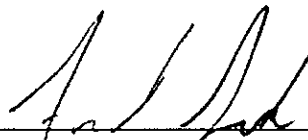
NON-EXCLUSIVE EASEMENT AS GRANTED IN DOCUMENT RECORDED APRIL 3, 1989 IN BOOK 890403 AS DOCUMENT NUMBER 00262, AMENDED DECEMBER 29, 1989 IN BOOK 891229 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 01375, AS AMENDED FEBRUARY 13, 1990 IN BOOK 900213 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 00685, AMENDED SEPTEMBER 4, 1991 IN BOOK 910904 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NUMBER 01098. SOUTH SHORES MASTER ASSOCIATION DELEGATE DISTRICT NUMBER 13 RECORDED JULY 19, 1994 IN BOOK 940719 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NUMBER 01423, AMENDED OCTOBER 9, 1995 IN BOOK 951009 OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NUMBER 02401.

BEING THE SAME LAND AND PREMISES THAT BECAME VESTED IN PAYLESS DRUG STORES NORTHWEST INC., DATED SEPTEMBER 1, 1994, RECORDED SEPTEMBER 2, 1994 IN BOOK 940902, INSTRUMENT 01532.

PLEASE BE ADVISED that the Las Vegas City Council, at a duly-noticed hearing held on July 7, 2010 approved the following Case Number(s): SUP-37951 together with various conditions, limitations, and restrictions which may affect your occupancy and/or use, and any other successor property owner(s) occupancy and/or use of the above-referenced real property in the city of Las Vegas.

YOU ARE HEREBY ADVISED AND DIRECTED to contact the city of Las Vegas' Department of Planning & Development and/or the Las Vegas City Clerk's Office to request a copy of any and all such conditions, limitations, or restrictions.

July 13, 2010



Fred Solis, AICP, Senior Planner
City of Las Vegas
731 South Fourth Street
Las Vegas, NV 89101 - (702) 229-6301

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, CITY CLERK
400 STEWART AVENUE, 1ST FLOOR
LAS VEGAS, NV 89101

Case Number(s): SUP-37951
Assessor's Parcel No(s): 138-20-611-001
City Council Meeting of July 7, 2010
Page 3 of 3

RECEIVED
JAN 20 2011

From: Matt Thurling (MThurling@savers.com)
To: expediteyourplans@yahoo.com; bmichalc@greenbergfarrow.com;
Date: Thu, January 20, 2011 9:55:03 AM
Cc:
Subject: FW: Savers Las Vegas - Authorization to Sign Applications on Behalf of WEC 97K-36 Investment Trust Required (00560.8.3)

From: Raymond Kane [mailto:rkane@krcl.com]
Sent: Thursday, January 20, 2011 10:47 AM
To: bmichalc@greenbergfarrow.com
Cc: Matt Thurling; fcoda@greenbergfarrow.com; Mary Jabin
Subject: Savers Las Vegas - Authorization to Sign Applications on Behalf of WEC 97K-36 Investment Trust Required (00560.8.3)

Good Morning----attached are the authority docs for WEC 97K-36---the structure is outlined as follows:

1. WEC 97K-36 is a Delaware Business Trust. Under applicable law, it is "naked legal title holder" and the beneficiary thereof acts on behalf of the Trust. I am also Trustee of the Trust. The sole beneficiary of the Trust is American Home Self Storage I, Ltd., a Texas Limited Partnership. I own the controlling interest in American Home Self Storage I, Ltd.
2. The sole General Partner of American Home Self Storage, Ltd, is American Home Self Storage, Inc, a Texas Corporation. I am the sole shareholder, Director and officer (President) of American Home Self Storage, Inc.
3. Accordingly, as President of American Home Self Storage Inc., General Partner of American Home Self Storage I, Ltd., which is the sole beneficiary of WEC 97K-36, I have the authority to bind the real estate owner of the site in Las Vegas, Nevada, proposed to be occupied by Savers, including the execution of all documentation necessary for Savers to occupy such site.

Please let me know if you have any questions-----thanks for your help----Ray



RAYMOND J. KANE, Director
KANE RUSSELL COLEMAN & LOGAN PC
3700 Thanksgiving Tower • 1601 Elm Street • Dallas, Texas 75201
Telephone (214) 777-4290 • Facsimile (214) 777-4299
rkane@krcl.com • www.krcl.com

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From: Lori Morrow
Sent: Thursday, January 20, 2011 11:33 AM
To: Mary Jabin
Subject: please put in ray's wip

LORI MORROW, Director of Marketing
KANE RUSSELL COLEMAN & LOGAN PC
3700 Thanksgiving Tower • 1601 Elm Street • Dallas, Texas 75201
Telephone (214) 777-4292 • Facsimile (214) 777-4299
lmorrow@krcl.com • www.krcl.com

RECEIVED
JAN 20 2011

LIMITED PARTNERSHIP AGREEMENT
OF
AMERICAN HOME SELF STORAGE I, LTD.
JANUARY 31, 1996

720.54 feet whose center bears North 56 degrees 45 minutes 17 seconds West, and whose chord bears North 28 degrees 41 minutes 47 seconds East at 114.29 feet;

Thence, Northeasterly along the East line of said Inwood Road an arc distance of 114.41 feet to a 5/8-inch iron rod set for corner, said point being the Southwest corner of Lot 1A and the Northwest corner of Lot 1C;

Thence, South 45 degrees 00 minutes 00 seconds East along the common line of Lot 1A and Lot 1B a distance of 223.68 feet to an "X" set in concrete for the Southeast corner of said Lot 1A;

Thence, North 45 degrees 00 minutes 00 seconds East along the common line of Lot 1A and Lot 1B a distance of 183.00 feet to a 5/8-inch iron rod set for corner at the Northwest corner of said Lot 1B, said point being in the Southwest line of a 20-foot alley;

Thence, South 45 degrees 00 minutes 00 seconds East along the Southwest line of said 20-foot alley a distance of 110.96 feet to a 2-inch brass monument found for the beginning of a curve to the right having a central angle of 40 degrees 00 minutes 00 seconds and a radius of 45.00 feet whose center bears South 45 degrees 00 minutes 00 seconds West and whose chord bears South 25 degrees 00 minutes 00 seconds East at 30.78 feet;

Thence, Southeasterly along said curve to the right and the Southwest line of said 20-foot alley a distance of 31.42 feet to a 2-inch brass monument found for corner;

Thence, South 05 degrees 00 minutes 00 seconds East along the Southwest line of said 20-foot alley a distance of 383.53 feet to a 1/2-inch iron rod found for corner, said point being the beginning of a curve to the right having a central angle of 50 degrees 00 minutes 06 seconds and a radius of 45.00 feet whose center bears South 85 degrees 00 minutes 00 seconds West and whose chord bears South 20 degrees 00 minutes 03 seconds West at 38.03 feet;

Thence, Southwesterly along said curve to the right an arc distance of 39.27 feet to a 1/2-inch iron rod found for corner;

Thence, South 45 degrees 00 minutes 00 seconds West along the Northwest line of said 20-foot alley a distance of 119.13 feet to the Place of Beginning and containing 3.3833 acres of land, more or less.

Said Property now know as Lot 1B1, Block A/2476, American Home Self Storage I Addition, according to the Plat recorded in Volume _____, at Page _____, Map Records, Dallas County, Texas.

Exhibit "A"

Being all that certain lot, tract or parcel of land situated in the Miles Bennet Survey, Abstract No. 52 and the Crawford Grigsby Survey, Abstract No. 532, City of Dallas, Dallas County, Texas, and conveyed to the Texas Beverly Company by Deed recorded in Volume 91070, at Page 1388, Deed Records, Dallas County, Texas, and being known as Lot 1B and part of Lot 1C in Block A/2476 of Lemmonwood Shopping Center, an Addition to the City of Dallas, Texas as recorded in Volume 93157, at Page 4041, Map Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8-inch iron rod set for the Southeast corner of said Lot 1C in Block A/2476 in the West line of a 20-foot alley, said point also being the Northeast corner of Lot 3B in Block A/2476;

Thence, North 45 degrees 00 minutes 00 seconds West along the common line of Lot 1C and Lot 3B, a distance of 192.18 feet to a 5/8-inch iron rod set for the Northwest corner of said Lot 3B, said point being the beginning of a curve to the left having a central angle of 06 degrees 36 minutes 45 seconds and a radius of 1038.50 feet whose center bears South 77 degrees 03 minutes 45 seconds West, and whose chord bears North 16 degrees 14 minutes 38 seconds West at 119.79 feet;

Thence, Northerly along said curve to the left an arc distance of 119.86 feet to a 5/8-inch iron rod set for corner, said point being the beginning of a curve to the left having a central angle of 21 degrees 47 minutes 15 seconds and a radius of 210.0 feet whose center bears North 48 degrees 39 minutes 45 seconds East and whose chord bears North 30 degrees 26 minutes 37 seconds West;

Thence, Northwesterly along said curve to the left an arc distance of 79.86 feet to a 5/8-inch iron rod set for corner, said point being in the common line of Lot 1C and Lot 1D in Block A/2476;

Thence, North 45 degrees 00 minutes 00 seconds East along the common lines of Lot 1C and lot 1D a distance of 9.39 feet to a 5/8-inch iron rod set for a common corner of said Lot 1C and Lot 1D;

Thence, North 45 degrees 00 minutes 00 seconds West and continuing along the common line of Lot 1C and Lot 1D a distance of 41.00 feet to a 5/8-inch iron rod set for corner;

Thence, North 45 degrees 00 minutes 00 seconds East and continuing along the common line of Lot 1C and Lot 1D a distance of 31.00 feet to a 5/8-inch iron rod set for corner;

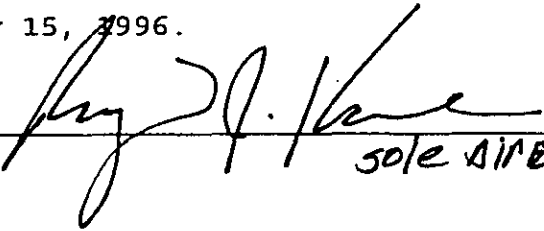
Thence, North 45 degrees 00 minutes 00 seconds West and continuing along the common line of Lot 1C and Lot 1D a distance of 226.33 feet to a 5/8-inch iron rod set for corner in the East line of Inwood Road, said point being in a curve to the left having a central angle of 09 degrees 05 minutes 52 seconds and a radius of

The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes;

and containing such other terms, conditions and provisions as Kane shall deem necessary or appropriate as evidenced by his signature thereon;

Further Resolved, that Kane be, and he hereby is, authorized, empowered and directed, for and on behalf and in the name of the Partnership and the Corporation, to do and perform such acts and deeds and to execute, acknowledge and deliver such further deeds of trust, mortgages, security agreements, loan agreements, assignments, loan modification agreements and other instruments, affidavits, documents and certificates as Lender may require in order to consummate the Loans or any renewals, modifications, extensions, rearrangements or recastings thereof and to carry out and comply with the terms and provisions of these Resolutions.

Executed as of February 15, 1996.



sole DIRECTOR

Unanimous Written Consent of the
Board of Directors of
American Home Self Storage, Inc.

We, the undersigned, being all of the members of the Board of Directors as presently constituted of American Home Self Storage, Inc. ("Corporation"), a Texas Corporation, duly organized and existing under the Texas Business Corporation Act, acting pursuant to the provisions of Article 9.10(B) thereof, do by our unanimous written consent to which witness our signatures affixed hereinbelow take the following action, to-wit:

Whereas, the Corporation is the General Partner of American Home Self Storage I, Ltd., A Texas Limited Partnership (the "Partnership");

Whereas, it is deemed to be in the best interest of the Partnership from time to time to borrow funds from Fidelity Bank National Association ("Lender");

Now, Therefore, Be It Resolved, that in order to obtain funds from time to time for its lawful business purposes, the Partnership borrow such funds (the "Loans") from Lender, and that in order to evidence such Loans thus borrowed, Raymond J. Kane ("Kane") President of the Corporation, as General Partner of the Partnership, be, and he hereby is, authorized, empowered and directed, for and on behalf and in the name of the Partnership and the Corporation to execute and deliver to Lender such note or notes as Lender may require, including, without limitation, that certain Real Estate Lien Note ("Note") in the original principal sum of \$2,280,000.00, bearing interest and being payable as therein provided, containing such other terms, conditions and provisions as Kane shall deem necessary or appropriate as evidenced by his signature thereon;

Further Resolved, that in order to set forth the conditions on which the Loans are to be advanced and in order to secure the payment of the indebtedness evidenced by the Loans, Kane be, and he hereby is, authorized, empowered and directed, for and on behalf of the Partnership and the Corporation to execute and deliver a Deed of Trust, Security Agreement and Assignment of Rents, Leases, Incomes and Agreements to William C. Murphy, Trustee for the benefit of Lender, covering the property owned or to be acquired by the Partnership, including, without limitation, the land located in Dallas County, Texas, and being more particularly described as follows:

STORE #6119 (continued)

PARCEL II:

Non-exclusive easements as created by instrument recorded July 6, 1990 in Book 900706 of Official Records as document No. 00168 and as amended by instruments recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01100 and recorded Nov. 26, 1991 in Book 911126 of Official Records, Clark County, Nevada Records, as document No. 00604 and re-recorded January 23, 1992 in Book 920123 of Official Records, Clark County, Nevada Records, as document No. 00178.

PARCEL III:

Non-exclusive easement as created by instrument recorded July 6, 1990 in Book 900706 of Official Records, as document No. 00168 and as amended by instrument recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01101 and re-recorded Nov. 12, 1991 in Book 911112 of Official Records, Clark County, Nevada Records as document No. 00661.

PARCEL IV:

Non-exclusive easement as created by instrument recorded Sept. 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records, as document No. 01107.

PARCEL V:

Non-exclusive easement as granted in document recorded April 3, 1989 in Book 890403 as Document No. 00262, amended December 29, 1989 in Book 891229 of Official Records, Clark County, Nevada Records, as document No. 01375, as amended February 13, 1990 in Book 900213 of Official Records, Clark County, Nevada Records, as document No. 00685, amended September 4, 1991 in Book 910904 of Official Records, Clark County, Nevada Records as document No. 01098. South Shores Master Association Delegate District No. 13 recorded July 19, 1994 in Book 940719 of Official Records, Clark County, Nevada Records, as document No. 01423, amended October 9, 1995 in Book 951009 Official Records, Clark County, Nevada Records as document No. 02401.

BEING the same land and premises that became vested in Payless Drug Stores Northwest Inc., dated 9/1/94, recorded 9/2/94 in Book 940902, Inst. 01532.

STORE #6119

LOAN #16

PARCEL 1:

ALL THAT PORTION of the Northeast Quarter (NE 1/4) of Section 20 and the Northwest Quarter (NW 1/4) of Section 21, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

COMMENCING at the most Westerly corner of Common Lot S in "South Shores" as shown by Map thereof on file in Book 42, Page 2 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, said point being on the Southeasterly right of way line of Rampart Boulevard (varying width); Thence South 38 degrees 25 minutes 18 seconds West along said right of way line, 39.20 feet to an angle point thereon; Thence South 37 degrees 07 minutes 08 seconds West along said right of way line, 0.87 feet; Thence South 55 degrees 02 minutes 57 seconds East, 438.95 feet; Thence South 34 degrees 57 minutes 03 seconds West, 86.00 feet; Thence North 55 degrees 02 minutes 57 seconds West, 173.76 feet to the point of BEGINNING; Thence North 55 degrees 02 minutes 57 seconds West, 39.43 feet; Thence South 34 degrees 57 minutes 03 seconds West, 222.26 feet; Thence North 85 degrees 21 minutes 06 seconds West, 140.21 feet; Thence South 32 degrees 36 minutes 26 seconds East, 136.22 feet; Thence South 55 degrees 02 minutes 57 seconds East, 134.40 feet; Thence South 34 degrees 57 minutes 03 seconds West, 142.65 feet to a point on the Northeasterly right of way line of Lake Mead Boulevard (varying width); Thence South 53 degrees 00 minutes 04 seconds East along said right of way line, 55.03 feet; Thence North 34 degrees 57 minutes 03 seconds East, 256.82 feet; Thence South 55 degrees 02 minutes 57 seconds East, 231.00 feet; Thence North 34 degrees 57 minutes 03 seconds East, 156.54 feet; Thence North 55 degrees 02 minutes 57 seconds West, 20.00 feet; Thence North 34 degrees 57 minutes 03 seconds East, 53.55 feet; Thence North 55 degrees 02 minutes 57 seconds West, 63.67 feet; Thence South 34 degrees 57 minutes 03 seconds West, 15.09 feet; Thence North 55 degrees 02 minutes 57 seconds West, 129.65 feet; Thence North 34 degrees 57 minutes 03 seconds East, 17.16 feet; Thence North 55 degrees 02 minutes 57 seconds West, 44.05 feet; Thence North 34 degrees 57 minutes 03 seconds East, 20.64 feet; Thence North 55 degrees 02 minutes 57 seconds West, 128.45 feet to the point of BEGINNING.

The above described parcel is a portion of South Shores Center, a Commercial Subdivision recorded in Book 51 of Plats, Page 19, Official Records.

**Assignment of Beneficial Interest
and
First Amendment to Trust Agreement
WEC 97K-36 Investment Trust**

This Assignment of Beneficial Interest and First Amendment to Trust Agreement ("Amendment") is entered into as of December 31, 1997, by and among WOLVERINE EQUITIES COMPANY 97K L.P., a Texas limited partnership ("Transferor"), FIRST UNION TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association ("Resident Trustee"), GREG L. ENGLAND ("England"), DAVID H. SHIPLEY ("Shipley"), AMERICAN HOME SELF STORAGE I, LTD., a Texas limited partnership ("Transferee"), RAYMOND J. KANE ("Successor Trustee"), and DAVID GLASSCOCK ("Successor Independent Trustee").

RECITALS:

A. WEC 97K-36 Investment Trust (the "Trust") was formed pursuant to and is governed by that certain Trust Agreement (the "Trust Agreement") dated as of November 4, 1997, by and among Transferor, as beneficial owner, Resident Trustee as the Resident Trustee, England, as the Managing Trustee, and Shipley, as the Independent Trustee.

B. Pursuant to Sections 3.2 and 3.3 of the Trust Agreement, Transferor desires to assign one hundred percent (100%) of the beneficial interest in the Trust to Transferee.

C. Pursuant to Section 10.1 of the Trust Agreement, England, as the Managing Trustee, has hereby tendered his resignation and the Transferee desires to appoint a successor to such Managing Trustee.

D. Pursuant to Section 10.1 of the Trust Agreement, Shipley, as the Independent Trustee, has hereby tendered his resignation and the Transferee desires to appoint a successor to such Independent Trustee.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and the Trust Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definition.** All terms used herein which have their initial letter capitalized which have been specially defined in the Trust Agreement shall have the same meaning as set forth in the Trust Agreement, unless expressly provided otherwise herein.

2. **Assignment.** Transferor does hereby assign and transfer unto Transferee one hundred percent (100%) of the beneficial ownership interest in the Trust held by Transferor. Transferee hereby accepts the assignment and transfer of such beneficial ownership interest in the Trust from Transferor, and does hereby ratify, accept, adopt and agree to all of the terms and provisions of the Trust Agreement and assumes all obligations, responsibilities, duties, liabilities and costs of the Owner accruing or becoming due from and after the date hereof. Without limitation of the preceding sentence, Transferee specifically assumes and agrees to perform, the obligation to pay all fees and compensation due to First Union Trust Company, National Association, for serving as the Resident Trustee of the Trust becoming due and payable from and after the date hereof. By its execution hereof, England, currently acting as the Managing Trustee of the Trust, hereby

acknowledges and agrees that by execution hereof, Transferor and Transferee have satisfied all conditions required by the Managing Trustee for the assignment and transfer of the beneficial interest in the Trust as provided above, in accordance with the provisions of Section 3.3 of the Trust Agreement. The Transferee is hereby admitted as an Owner with respect to the beneficial interest so transferred. Pursuant to the provisions of Section 3.2 of the Trust Agreement, Transferor is hereby released from any and all liability and obligations under the Trust Agreement. Transferor does hereby indemnify, defend and hold Transferee harmless from and against any and all obligations, responsibilities, duties, liabilities and costs of the Owner under the Trust becoming due prior to the date hereof. Transferee does hereby indemnify, defend and hold Transferor harmless from and against any and all obligations, responsibilities, duties, liabilities and costs of the Owner under the Trust becoming due from and after the date hereof.

3. Resignation of Managing Trustee. England hereby tenders his resignation as Managing Trustee, pursuant to and under the Trust Agreement effective upon the appointment of a successor managing trustee and the acceptance of such appointment. Notwithstanding any prior notification requirements contained in Section 10.1 of the Trust Agreement to the contrary, Transferee, Shipley and Resident Trustee hereby accept such resignation and waive any prior notice requirements contained in such Section 10.1 of the Trust Agreement.

4. Appointment of Successor Trustee. Pursuant to the authority granted in Section 10.1 of the Trust Agreement, Transferee hereby appoints Successor Trustee as the successor to England, to be and act as the successor Managing Trustee, under and pursuant to all of the terms and provisions of the Trust Agreement effective upon resignation of England. By its execution hereof, Successor Trustee hereby accepts such appointment as the Managing Trustee under the Trust Agreement, and is hereby vested with all the estates, properties, rights, powers, duties and trusts of its predecessor trustee. England hereby quitclaims unto Successor Trustee, as the Managing Trustee under the Trust, all of the estates, properties, rights, powers, duties and trusts held by England under and pursuant to the Trust Agreement and agrees to assign, transfer, deliver, and pay over to Successor Trustee all monies and other properties held by England as Managing Trustee under the Trust Agreement. Additionally, Successor Trustee hereby represents, warrants and certifies that it is competent and qualified to (i) serve as a trustee of a Delaware business trust, and (ii) own, buy, lease, sell and mortgage land in its capacity as trustee in the state where the Property is located.

5. Notices. The provisions of Section 14.5 of the Trust Agreement are hereby modified and amended to change the name, address, and fax number of the Managing Trustee to be as follows:

Managing Trustee: Raymond J. Kane, Esq.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207
Facsimile No.: 214/777-4299

6. Resignation of Independent Trustee. Shipley hereby tenders his resignation as Independent Trustee, pursuant to and under the Trust Agreement effective upon the appointment of a successor independent trustee and the acceptance of such appointment. Notwithstanding any prior notification requirements contained in Section 10.1 of the Trust Agreement to the contrary, Transferee, Resident Trustee and Successor Trustee hereby accept such resignation and waive any prior notice requirements contained in such Section 10.1 of the Trust Agreement.

7. Appointment of Successor Independent Trustee. Pursuant to the authority granted in Section 10.1 of the Trust Agreement, Transferee hereby appoints Successor Independent Trustee as the successor to Shipley, to be and act as the successor Independent Trustee, under and pursuant to all of the terms and provisions of the Trust Agreement effective upon resignation of Shipley. By its execution hereof, Successor Independent Trustee hereby accepts such appointment as the Independent Trustee under the Trust Agreement, and is hereby vested with all the estates, properties, rights, powers, duties and trusts of its predecessor trustee. Shipley hereby quitclaims unto Successor Independent Trustee, as the Independent Trustee under the Trust, all of the estates, properties, rights, powers, duties and trusts held by Shipley under and pursuant to the Trust Agreement and agrees to assign, transfer, deliver, and pay over to Successor Independent Trustee all monies and other properties held by Shipley as Independent Trustee under the Trust Agreement. Additionally, Successor Independent Trustee hereby represents, warrants and certifies that he satisfies the requirements of a Qualified Independent Trustee, and that he is competent and qualified to (i) serve as a trustee of a Delaware business trust, (ii) to own, buy, lease, sell and mortgage land in its capacity as trustee in the state where the Property is located, and (iii) take all actions required by a Qualified Independent Trustee pursuant to the Financing Documents.

8. Notices. The provisions of Section 14.5 of the Trust Agreement are hereby modified and amended to change the name, address, and fax number of the Independent Trustee to be as follows:

Independent Trustee: David Glasscock
One Galleria Tower
13355 Noel Road, Suite 2400
Dallas, Texas 75240
Fax: 972/980-7110

9. Notices. The provisions of Section 14.5 of the Trust Agreement are hereby modified and amended to change the name, address, and fax number of the Owner to be as follows:

Owner: American Home Self Storage I, Ltd.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207
Attention: Raymond J. Kane, Esq.
Facsimile No.: 214/777-4299

10. Sequencing. All acts contemplated and effected by this Amendment shall be deemed, for all purposes, to be effectuated in the following order: (i) the assignment of the beneficial interest from Transferor to Transferee and admission of Transferee as an Owner thereof, (ii) the resignation of England, (iii) the appointment of Successor Trustee as successor Managing Trustee under the Trust Agreement, (iv) the resignation of Shipley, and (v) the appointment of Successor Independent Trustee as successor Independent Trustee under the Trust Agreement.

11. Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

12. Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Successors and Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Trustees, and their respective successors and assigns, and the Owner, and its successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver, or other writing or action by the Trustees or Owner shall bind each of its or their successors and assigns.

14. No Other Amendments. Except as expressly provided herein, the Trust Agreement shall remain in full force and effect in accordance with its terms.

15. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MEANS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

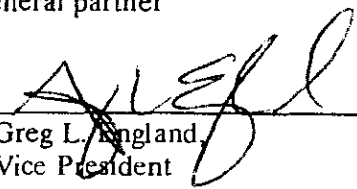
16. Indemnification of Resident Trustee. Subject to the terms and limitations of Section 12.5 of the Trust Agreement, Transferor hereby indemnifies the Resident Trustee against and holds the Resident Trustee harmless from any liability, fee, cost or expense (including reasonable legal fees and expenses) which may be incurred or charged by the Resident Trustee as a result of any action taken by the Resident Trustee at the direction of Transferor during the period of time commencing upon the formation of the Trust and terminating on the effective date of this Amendment.

EXECUTED as of the date first above written.

TRANSFEROR:

WOLVERINE EQUITIES COMPANY 97K L.P.,
a Texas limited partnership

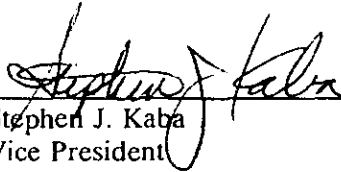
By: WOLVERINE HOLDING COMPANY,
a Texas corporation,
its general partner

By: 

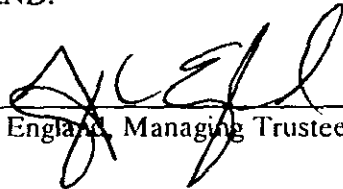
Greg L. England,
Vice President

RESIDENT TRUSTEE:

FIRST UNION TRUST COMPANY, NATIONAL
ASSOCIATION, a national banking association

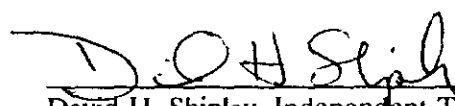
By: 
Stephen J. Kaba
Vice President

ENGLAND:



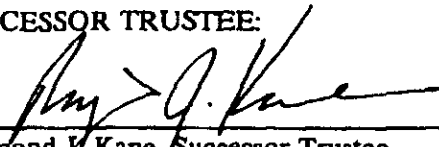
Greg L. England, Managing Trustee

SHIPLEY:



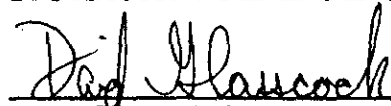
David H. Shipley, Independent Trustee

SUCCESSOR TRUSTEE:



Raymond H. Kane, Successor Trustee

SUCCESSOR INDEPENDENT TRUSTEE:

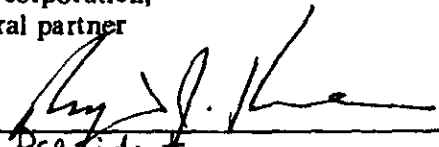


David Glasscock, Successor Independent Trustee

TRANSFeree:

AMERICAN HOME SELF STORAGE I, LTD.,
a Texas limited partnership

By: American Home Self Storage, Inc.,
a Texas corporation,
its general partner

By: 

Its: President

TRUST AGREEMENT

(WEC 97K-36 INVESTMENT TRUST)

This TRUST AGREEMENT ("Trust Agreement") of the WEC 97K-36 INVESTMENT TRUST ("Trust"), dated as of November 4, 1997, is made between Wolverine Equities Company 97K L.P., a Texas limited partnership ("Owner Participant"), First Union Trust Company, National Association, a national banking association ("Resident Trustee"), as trustee, Greg L. England, as trustee (the "Managing Trustee") and David H. Shipley, as trustee (the "Independent Trustee").

W I T N E S S E T H:

WHEREAS, the Trust has acquired or will acquire that or those parcels of land described in Exhibit "A" attached hereto and made a part hereof (collectively or severally, as the context may suggest or require, the "Land") and the improvements located or being constructed thereon (collectively or severally, as the context may suggest or require, the "Improvements") (the Land and Improvements, collectively or severally, as the context may suggest or require, the "Property");

WHEREAS, the Trust (or the Managing Trustee on behalf of the Trust), as landlord, and a subsidiary ("Tenant") of RITE AID CORPORATION, as tenant, have entered or will enter into a long-term "absolute net" lease of each Property (collectively, or severally, as the context may suggest or require, the "Lease" or "Lease Agreement");

WHEREAS, the Owner Participant, Resident Trustee, Managing Trustee and Independent Trustee have agreed to create a "Delaware Business Trust" in accordance with Chapter 38 of Title 12 of the Delaware Code, 12 Del.C. § 3801 et seq. (the "Delaware Business Trust Statute"), the sole purpose of which shall be to acquire the Property, lease the Property to Tenant pursuant to the Lease Agreement, and ultimately sell the Property; and

WHEREAS, the Owner Participant, Resident Trustee, Managing Trustee and Independent Trustee intend that this Trust Agreement constitute the "governing instrument" (as defined in § 3801(f) of the Delaware Business Trust Statute) of the Trust.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner Participant and each successor Owner, Resident Trustee, Managing Trustee and Independent Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) For all purposes of this Trust Agreement, the capitalized terms set forth below shall have the following meanings:

"Affiliate" shall mean, with respect to any specified Person (i) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, or (ii) any other Person which owns beneficially, directly or indirectly, any interest in such specified Person. For purposes of this definition, "control", when used with respect to any specified Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Closing Date" shall mean the date that the Trust acquires title to the Property and enters into the Lease Agreement with Tenant.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Financing Documents" shall mean all instruments, agreements and other documents creating, evidencing, or securing the Loan, and any and all amendments, restatements, renewals, extensions or rearrangements thereof, including, without limitation, any promissory note, mortgage, deed of trust or deed to secure debt and assignment of leases and rents; provided, however, that "Financing Documents" shall refer solely to such instruments, agreements and other documents executed in connection with the Loan made or to be made to the Trust by Lender pursuant to a loan commitment ("Commitment") from Lender relating to the Property, until such indebtedness has been fully satisfied.

"Independent Director" shall be an individual who is not, and has never been at any time during the preceding five (5) years, and does not become subsequently: (i) a direct or indirect legal or beneficial holder or owner of any stock, partnership or other equity interest in the Managing Trustee (if it is ever a corporation), the Trust, or Owner or any of their respective Affiliates; (ii) a substantial creditor, supplier or customer, or an employee, officer, director (other than during the individual's tenure as Independent Director), trustee, beneficiary, manager or contractor of the Managing Trustee (if it is ever a corporation), the Trust, the Owner or any of their respective Affiliates; (iii) a person who controls (whether directly, indirectly or otherwise) the Managing Trustee (if it is ever a corporation), the Trust, the Owner or their respective Affiliates or any substantial

creditor, supplier or customer or an officer, director, beneficiary, manager, trustee or contractor of the Managing Trustee, the Trust, the Owner or their respective Affiliates, or (iv) a spouse, parent, sibling or child of any Person described in clauses (i), (ii) or (iii) above.

"Independent Trustee" shall have the meaning assigned to such term in the first paragraph of this Trust Agreement.

"Land" shall have the meaning assigned to such term in the recitals to this Agreement.

"Lease" or "Lease Agreement" shall have the meaning assigned to such term in the recitals to this Agreement.

"Lender" shall mean, from time to time, the holder of the Note.

"Lien" shall mean any mortgage, deed of trust, pledge, security interest, encumbrance, lien, easement, restriction, servitude or charge of any kind encumbering the Property, including, without limitation, any irrevocable license, conditional sale or other title retention agreement, any lease in the nature thereof or the filing of, or agreement to execute as "debtor", any financing or continuation statement under the Uniform Commercial Code of any jurisdiction or any federal, state or local lien imposed pursuant to any environmental Law.

"Loan" shall mean the loan obtained from Lender which loan is to be evidenced by a promissory note (as same may be thereafter amended, restated, renewed, extended or rearranged, the "Note") made by the Trust (upon the direction of Owner as herein provided) as maker; provided, however, that "Loan" shall refer solely to that certain loan to be made by Lender, pursuant to the Commitment, until such indebtedness has been fully satisfied, as same may be renewed, extended or amended from time to time.

"Managing Trustee" shall have the meaning assigned to such term in the first paragraph of this Trust Agreement.

"Note" shall have the meaning assigned to such term in the definition of "Loan."

"Owner" shall mean the Owner Participant and each of its successors in interest as beneficiaries of the Trust pursuant to Article III hereof.

"Owner Participant" shall have the meaning assigned to such term in the first paragraph of this Trust Agreement.

"Person" shall mean a natural person, corporation, limited partnership, general partnership, business trust or other form of association.

"Property" shall have the meaning assigned to such term in the recitals to this Trust Agreement.

"Qualified Independent Trustee" shall be an individual who, or a "single purpose entity" which, is not, and has never been at any time during the preceding five (5) years, and does not become subsequently: (i) a direct or indirect legal or beneficial holder or owner of any stock, partnership or other equity interest in the Trust or Owner or any of their respective Affiliates; (ii) a substantial creditor, supplier or customer, or an employee, officer, director, trustee (other than during the Person's tenure as a Qualified Independent Trustee of the Trust), beneficiary, manager or contractor of the Trust, the Owner or any of their respective Affiliates; (iii) a Person who controls (whether directly, indirectly or otherwise) the Trust, the Owner or their respective Affiliates or any substantial creditor, supplier or customer or an officer, director, beneficiary, manager, trustee or contractor of the Trust, the Owner or their respective Affiliates, or (iv) a spouse, parent, sibling or child of any Person described in clauses (i), (ii) or (iii) above.

"Resident Trustee" shall have the meaning assigned to such term in the first paragraph of this Trust Agreement.

"Tenant" shall have the meaning assigned to such term in the recitals to this Trust Agreement.

"Trust Property" shall mean the Property, the Lease and any other assets of the Trust that may hereafter be acquired.

"Trustee" shall mean any one of the Resident Trustee, Managing Trustee or Independent Trustee; and "Trustees" shall mean all of the Resident Trustee, Managing Trustee and Independent Trustee.

(b) Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Financing Documents.

Section 1.2 Usage of Terms. With respect to all terms in this Trust Agreement, the singular includes the plural and the plural includes the singular; words importing any gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Trust Agreement; references to Persons include their successors and permitted assigns; and the term "including" means including without limitation.

Section 1.3 References. All section references, unless otherwise indicated, shall be to sections of this Trust Agreement.

ARTICLE II

FORMATION OF TRUST

Section 2.1 Name. The Trust created hereby shall be a Delaware business trust and shall be known as WEC 97K-36 Investment Trust.

Section 2.2 Office. The office of the Trust shall be in care of the Managing Trustee, at the address set forth in Section 14.5 or at such other address as the Managing Trustee may designate by notice to the Owner.

Section 2.3 Intent; Business Trust Purposes.

(a) The Trust shall hold the Trust Property for investment purposes only and not for the active conduct of a trade or business. The Trust shall conduct no business nor, except as provided under the Financing Documents, acquire any property or assume, suffer or create any liabilities other than as specifically set forth in this Section 2.3. The Trust is intended to qualify as a fixed investment trust within the meaning of Treasury Regulations Section 301.7701-4(c) and it is neither the purpose nor the intent of the parties hereto to create a partnership, joint venture, or association taxable as a corporation between or among any or all of the Owner, Resident Trustee, Managing Trustee and/or Independent Trustee. In furtherance of the foregoing, the purpose of the Trust shall be to protect and conserve the assets of the Trust, and the Trust shall not at any time engage in or carry on any kind of business or any kind of investment activity, except that which pertains to the owning, leasing, maintenance and sale of the Trust Property. In no event shall any of the Trustees or any other person have any "power to vary the investment" of the Owner in this Trust, or to substitute new investments or reinvest so as to enable the Trust to take advantage of variations in the market to improve the investment of the Owner. Any ambiguity in this Trust Agreement shall be interpreted consistently with the above described intent and with the Trust's status as a fixed investment grantor trust for federal income tax purposes. Each Owner agrees to report with all governmental and taxing authorities its interest in the Trust in a manner consistent with the foregoing and each Owner and Trustee agrees otherwise not to take any action that would be inconsistent with the foregoing and that the provisions of the Trust Agreement shall be construed to further the foregoing.

(b) The Trust is a special purpose entity that has been organized as a Delaware Business Trust, and will be operated at the discretion of the Owner for the following sole and exclusive purposes:

(i) To acquire, own, hold, lease, manage and sell the Property which is or will be leased to Tenant for use as a retail store or stores.

(ii) To execute, deliver and perform any and all of the obligations of the lessor or landlord under the Lease of the Property with the Tenant and any and all other leases, or other occupancy agreements with the Tenant or other tenants on the Property;

(iii) To execute, deliver and perform any and all other agreements or obligations relating to the acquisition, ownership, operation, leasing, management or sale of the Property;

(iv) To execute, deliver and perform the Financing Documents;

(v) To borrow money and otherwise incur indebtedness from third parties and to pledge or otherwise grant security interests in its assets to secure such indebtedness, but only to the extent expressly permitted in Section 2.8 hereof and the Financing Documents;

(vi) To take any and all other action necessary to maintain the existence of the Trust as a business trust in good standing under the laws of the State of Delaware (pursuant to, among other things, 12 Del.C. §3801 et seq.) and to qualify the Trust to do business as a business trust in any other state in which such qualification, in the opinion of the Managing Trustee, is required;

(vii) To elect to be organized as a Delaware Business Trust pursuant to 12 Del.C. §3801 et seq.;

(viii) To sell the Property at such time, for such price and upon such terms as the Managing Trustee shall determine to be in the best interest of the Trust and which is not inconsistent with the applicable terms of the Financing Documents;

(ix) To engage in any lawful acts or activities and to exercise any powers permitted to business trusts under the laws of the State of Delaware; provided that any such act, activity or power is related or incidental to and necessary or appropriate for the accomplishment of the foregoing purposes, and consistent with the intent expressed herein.

Section 2.4 Declaration of Trust. As of the date of this Trust Agreement, the Owner Participant has granted to the Managing Trustee and its successors and assigns, forever, all right, title and interest of the Owner Participant in and to the sum of ten dollars (\$10.00), and the right for the Trust to acquire the Property, which constitute the initial assets of the Trust, and the

Managing Trustee hereby acknowledges receipt of such sums, rights and other property, to have and to hold, together with any other Trust Property, until this Trust Agreement terminates pursuant to Article IX hereof. Managing Trustee hereby declares that it will hold the Trust Property upon the terms and subject to the conditions set forth herein for the use and benefit of the Owner as owner giving due consideration to the status of the Trust for federal income tax purposes as described above in Section 2.3 hereof, subject to the obligations of the Trust under the Financing Documents. It is the intention of the parties hereto that the Trust constitute a "business trust" under Chapter 38 of Title 12 of the Delaware Code. The Trustees shall cause the filing of a Certificate of Business Trust (the "Certificate of Trust") with the Secretary of State of the State of Delaware (the "Secretary of State") pursuant to Section 3810 of title 12 of the Delaware Code.

Section 2.5 Limitation on Certain Activities. Notwithstanding any provisions of this Trust Agreement and any provision of law that otherwise so empowers the Trustees or the Owner, neither the Trustees nor the Owner shall cause the Trust nor shall the Owner direct the Trustees, or any of them, to cause the Trust to perform any act in contravention of the intended characterization for federal income tax purposes of the Trust as set forth in Section 2.3 hereof.

Section 2.6 Authority to Execute and Perform Various Documents. Notwithstanding any provision to the contrary contained in this Article II or otherwise in this Trust Agreement, the Trust is hereby authorized, without the consent or approval of, or other action by, any Person, to execute, deliver and perform the following: (i) a tenant estoppel letter, to be dated on or about the Closing Date, by Tenant, as tenant, to be agreed to and accepted by or on behalf of the Trust; (ii) the Lease, to be dated on or about the Closing Date, to be executed by or on behalf of the Trust, as landlord, and Tenant, as tenant; and (iii) the Financing Documents to which the Trust is to be a party, which shall include, without limitation: (a) a mortgage or deed of trust, as applicable for each Property, to be dated on or about the Closing Date, from the Trust, as mortgagor, to Lender, as mortgagee; (b) an assignment of lease and rents for each Property, to be dated on or about the Closing Date, from the Trust, as assignor, to Lender, as assignee; (c) a hazardous substances indemnity agreement and an indemnity and guaranty agreement for each Property, each to be dated on or about the Closing Date, each to be executed by the Trust and Owner Participant, as indemnitors, in favor of Lender; (d) a subordination, non-disturbance and attornment agreement for each Property, to be dated on or about the Closing Date, between Lender, as lender, Tenant, as tenant, and the Trust, as landlord; and (e) a promissory note, to be dated on or about the Closing Date, in a principal amount determined by the Managing Trustee to be appropriate for the acquisition and financing of the Property, from the Trust to Lender. The Owner hereby authorizes and directs the Managing Trustee, acting alone and without the consent, joinder or approval of the other Trustees, to execute and deliver on behalf of the Trust each of the foregoing documents and such other documents, agreements, instruments and certificates relating to the Lease or Financing Documents as the Managing Trustee may deem appropriate.

Section 2.7 Title to Trust Property. Title to all of the Trust Property shall be vested in the Trust as a separate legal entity; provided, however, that if the laws of any jurisdiction in

which any of the Trust Property is located require that title to any part of the Trust Property be vested or deemed to be vested in a trustee of the Trust, then title to that part of the Trust Property shall be vested or deemed to be vested in the Managing Trustee exclusively (but specifically excluding the Resident Trustee and/or the Independent Trustee), or any co-trustee or separate trustee of the Managing Trustee, as the case may be, appointed pursuant to Section 10.2 hereof.

Section 2.8 Further Restrictions on Trust Action: Notwithstanding any other provision of this Trust Agreement and any provision of law that would so empower the Trust, until the date that the full balance of the Loan has been indefeasibly paid, the Trust shall not and shall not permit the Trustees or Owner to (and the Trustees and Owner agree not to) direct, consent to or cause the Trust to do any of the following:

- (i) engage in any business or activity other than those set forth in Section 2.3 above;
- (ii) incur or permit to remain outstanding to, or assume or guarantee any indebtedness of, any Person, or assume or guaranty the performance of any obligation of any Person other than (A) indebtedness to Lender; (B) indebtedness expressly permitted under the Financing Documents; (C) obligations to the Tenant under the Lease or to other tenants or occupants of the Property under any other lease of the Property and (D) normal and reasonable unsecured operating, administrative and trade expenses;
- (iii) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity, or, except as expressly permitted by the Financing Documents, convey or transfer its properties and assets to any Person or change its form by electing not to be a Delaware business trust;
- (iv) own or acquire any obligations, assets, capital stock, securities or other ownership interest of any other Person;
- (v) pledge any of the Trust's property for the benefit of any Person, except as provided in the Financing Documents, and shall not allow any Person to guaranty the liabilities or obligations of the Trust, or pledge any of its assets for the benefit of the Trust;
- (vi) hold itself out as responsible for the debts and obligations of any of its Affiliates or other Person;
- (vii) permit the respective assets or funds of the Trust to be used to satisfy the liabilities of any other Person, or use the assets or funds of any other person to satisfy the liabilities of the Trust;

(viii) without the affirmative vote of a Qualified Independent Trustee of the Trust, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Trust or its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; provided however, that if the Trust shall not have at least one trustee which is a Qualified Independent Trustee, then no vote shall be taken unless and until such Qualified Independent Trustee shall have been duly elected and voting;

(ix) authorize the amendment of this Trust Agreement in violation of Section 11.1 hereof; and

(x) elect not be organized as a Delaware business trust pursuant to 12 Del.C. § 3801 et seq.

Section 2.9 Maintenance of Separate Business: The Trust shall at all times: (a) to the extent its office is located in the offices of any of its Affiliates, pay fair market rent for its office space located therein and its fair share of any overhead costs with respect thereto and not engage in any business transaction with any of its Affiliates unless on an arm's-length basis, (b) maintain its books of account, financial statements, accounting records and other corporate documents and records separate from those of any of its Affiliates or any other Person and characterize itself as a separate entity from any of its Affiliates or other Person in each and every report, tax return or financial statement, and file its tax returns, (c) not commingle its funds and other assets with those of any of its Affiliates or other Person, (d) maintain its books of account, bank accounts and payroll accounts separate from those of any of its Affiliates or other Person, (e) act solely in its own name and through its own authorized directors, officers, employees and agents, conduct all business correspondence using separate stationery, invoices and checks and in all respects, hold itself out as a separate entity separate and distinct from its trustees or beneficiaries and any other Person, (f) make investments directly or by brokers engaged and paid by the Trust or its agents (provided that if any such agent is an Affiliate of the Trust it shall be compensated at a fair market rate for its services), (g) separately manage the Trust's liabilities from those of its trustees and its beneficiaries and all of its other Affiliates and pay from its own separate assets, from and after the date hereof, its own obligations, indebtedness and liabilities, including all administrative expenses and compensation to employees, consultants or agents, and all operating expenses, from its own separate assets, and maintain a sufficient number of employees in light of the Trust's contemplated business operations, (h) pay from the Trust's assets all obligations and indebtedness of any kind incurred by the Trust, (i) not acquire obligations or security of the Trust's trustees or beneficiaries or any of their respective Affiliates, (j) not become involved in the day-to-day management of any other Person, (k) not pledge the Trust's assets for the benefit of any other Person or make any loans or advances to any Person, (l)

correct any known misunderstanding regarding the Trust's separate identity, and (m) maintain adequate capital in light of its contemplated business operations. The Trust shall abide by all organizational formalities, including the maintenance of current minute books, and the Trust shall cause its financial statements to be prepared in accordance with accepted accounting principles in a manner that indicates the separate existence of the Trust and its assets and liabilities. The Trust shall (i) pay from its own assets all its liabilities, (ii) not assume or pay the liabilities of the Trustees, the Owner or any of their respective Affiliates or any other Person or their respective creditors, and (iii) not guarantee the liabilities of the Trustees, the Owner or any of their respective Affiliates or any other Person, except for the indemnities contained in Articles VIII, XII and XIII hereof. The trustees and beneficiaries of the Trust (as appropriate) shall make decisions with respect to the business and daily operations of the Trust independent of and not dictated by any trustee or beneficiary or any of their respective Affiliates. The trustees and beneficiaries of the Trust shall be required to consider the interests of the creditors of the Trust in connection with all actions conducted by the Trust. All transactions and agreements between the Trust, on the one hand, and the Trustees and Owner, and any of their respective Affiliates, on the other hand, will be consistent with each of such Person having a separate legal existence, and no actions or other written instruments shall reflect other than that each of such Trust, Trustees and Owner are separate legal entities.

Section 2.10 Subordination. Any obligation which the Trust may owe to any of its beneficiaries or trustees, whether characterized as a loan, salary, a fee or indemnification, shall be subject to and subordinate to the prior payment in full of the Loan, provided, however, so long as no default or event of default exists under the Financing Documents, to the extent the Trust has cash flow or other available liquid assets (exclusive of reserve accounts, if any, to be maintained under the Loan Agreement) in excess of the amount necessary to make current payments of principal and interest due on the Loan, the Trust may pay obligations and distributions hereunder due to the beneficiaries and/or trustees of the Trust.

Section 2.11 Qualified Independent Trustee. Until all obligations of the Trust under the Financing Documents are indefeasibly and fully satisfied, the Trust shall at all times include at least one (1) Qualified Independent Trustee. When voting on matters subject to the vote of all the trustees, including those matters specified in Section 2.8 and Section 11.1 hereof, notwithstanding that the Trust is not then insolvent, the Qualified Independent Trustee shall take into account the interests of the creditors of the Trust as well as the interests of the Trust.

Section 2.12 Contributions. The Owner Participant shall contribute to the Trust cash in an amount equal to all cash required by the Trust to form the Trust and close the acquisition of the Property and the obtainment of the Loan, after taking into account the proceeds provided pursuant to the Financing Documents. Except as provided in this Section 2.12, the Owner Participant shall have no obligation to contribute cash or any other property to the Trust.

Section 2.13 Ratification. Each agreement, instrument and other document, including, without limitation, the Lease Agreements and Financing Documents, heretofore executed and delivered by or on behalf of, or otherwise binding upon, the Trust or the Managing Trustee is hereby authorized, ratified and approved in all respects.

ARTICLE III

OWNERSHIP AND TRANSFER OF BENEFICIAL INTEREST

Section 3.1 Beneficial Owner of Trust. The beneficial interest(s) of the Trust shall be owned exclusively by the Owner. The Trustees shall own no beneficial interest in the Trust and shall have no right to become an Owner.

Section 3.2 Restrictions on Transfer. The beneficial interest of any Owner, or any portion thereof, may be assigned or transferred without the prior consent of any other Owner or the Trustees. The beneficial interest of any Owner, or any portion thereof, may be assigned or transferred to any Person only in accordance with any applicable terms of the Financing Documents. In the event of any such assignment or transfer of all of an Owner's interest in the Trust, the Owner will be released from any and all liability or obligations hereunder.

Section 3.3 Conditions to Admission of New Owner. Any assignee or transferee shall become an Owner upon the assignor and the assignee executing and delivering such instruments as the Managing Trustee may reasonably deem necessary or desirable for the assignee to become an Owner, including the written acceptance and adoption by the assignee of the provisions of this Trust Agreement. In order to satisfy the foregoing provision, the Managing Trustee shall take such actions and execute such documents as the Managing Trustee shall determine to be necessary or advisable to effect such transfer.

ARTICLE IV

PAYMENTS

Section 4.1 Payments From Trust Property Only. All payments to be made by Managing Trustee under this Trust Agreement or otherwise pursuant to the Financing Documents shall be made only from the income and proceeds from the Trust Property and only to the extent that Managing Trustee shall have received income or proceeds from the Trust Property, except as specifically provided in Section 7.1 hereof. The Owner agrees to look solely to the income and proceeds from the Trust Property to the extent available for payment as herein provided and that, except as specifically provided in Section 7.1 hereof, Managing Trustee shall not be liable in its individual capacity to the Owner for any amounts payable under this Trust Agreement and shall not be subject to any liability in its individual capacity under this Trust Agreement.

Section 4.2 Method of Payment. All amounts payable to the Owner pursuant to this Trust Agreement shall be paid, in each case, to such Owner or its nominee in immediately available funds.

ARTICLE V

DISTRIBUTIONS

Section 5.1 Distributions. The Managing Trustee shall distribute all cash proceeds of the Trust Property in the following order: First, for the payments necessary to satisfy the Trust's obligations under the Financing Documents; Second, so much of such payment or amount as shall be required to pay or reimburse Resident Trustee and/or Independent Trustee for any fees, expenses or indemnification for which the Trust is so obligated; Third, so much of such payment or amount as shall be required to pay or reimburse Managing Trustee for any fees, expenses or indemnification not otherwise paid or reimbursed to Managing Trustee as to which Managing Trustee is entitled to be paid or reimbursed hereunder shall be retained by Managing Trustee; Fourth, the balance, if any, of such payment or amount remaining thereafter (to the extent not due to any other Persons by the express terms of the Financing Documents) shall be paid to the Owner pro rata in accordance with their percentage interests in the beneficial interest.

Section 5.2 Compliance with Withholding Requirements. Notwithstanding any provision of this Trust Agreement, the Managing Trustee shall comply with all federal withholding requirements with respect to payments on the Note or to the Owner. The consent of the Owner shall not be required for any such withholding. In the event the Managing Trustee withholds any such amounts pursuant to the federal withholding requirements, the Managing Trustee shall file such information returns as are required by applicable federal tax law which shall indicate the amount withheld and shall provide the Lender or Owner from whom the amounts were withheld a report stating the amount withheld.

ARTICLE VI

DUTIES OF MANAGING TRUSTEE

Section 6.1 Notice of Default. In the event Managing Trustee shall have knowledge of an event of default under the Lease Agreement or Financing Documents, Managing Trustee shall give prompt telephonic notice to the Owner. Subject to the terms of Section 6.3 hereof, Managing Trustee shall take or refrain from taking such action with respect thereto as Managing Trustee shall be instructed in writing by the Owner. If Managing Trustee shall not have received such instructions within 20 days after giving notice or confirmation of such event to the Owner, Managing Trustee, subject to instructions received from the Owner pursuant to the preceding sentence and subject to the provisions of the Financing Documents, may, but shall be under no duty to, take or refrain from taking any action with respect thereto as Managing Trustee shall deem advisable and in the best interests of the Owner subject to prohibitions of filing of bankruptcy petitions as may be contained herein and in the Financing Documents. For all purposes of this Trust Agreement, Managing Trustee shall not be deemed to have knowledge of any event referred to in the first sentence of this Section 6.1 unless it receives written notice thereof from the Owner, the Tenant or the Lender.

Section 6.2 Action Upon Instructions. Subject to the terms of Section 6.3 hereof, and provided that such instructions are consistent with the Trust's status as a fixed investment trust and not an association taxable as a corporation or a partnership for federal income tax purposes, upon the written instructions at any time and from time to time from the Owner, Managing Trustee will take or refrain from taking such action or actions, regarding any matter concerning the Trust Property, as may be specified in such instructions, including, but not limited to, the following:

(i) Give such notice or direction or exercise such right, remedy or power hereunder or under the Lease, the Financing Documents or in respect of all or any part of the Trust Property, or give such consent, waiver or extension thereunder, or execute such amendment, supplement or modification thereof, or take such other action, as shall be specified in such instructions;

(ii) take such action to preserve or protect the Trust Property as may be specified in such instructions; and

(iii) approve as satisfactory to it or consent to all matters required by the terms of the Financing Documents to be satisfactory to the Trust, it being understood that, without the written instructions of the Owner, Managing Trustee shall not approve any such matter as satisfactory to it or consent to any such action.

Section 6.3 Indemnification. Managing Trustee shall not be required to take or refrain from taking any action under this Trust Agreement or the Financing Documents (other than the actions specified in the first sentence of Section 6.1 hereof) if the Managing Trustee shall reasonably determine, or shall have been advised by counsel, that such actions (i) may result in personal liability, unless Managing Trustee shall have been indemnified by the Owner, in manner and form reasonably satisfactory to Managing Trustee, against any liability, fee, cost or expense (including reasonable legal fees and expenses) which may be incurred or charged in connection therewith (except that the Owner shall not be required so to indemnify Managing Trustee with respect to any of the matters described in the last sentence of Section 7.1 hereof), or (ii) are contrary to law or the terms hereof; and if the Owner shall have directed Managing Trustee to take or refrain from taking any such action, the Owner agrees to furnish such indemnity as shall be required and, in addition, to the extent not otherwise paid pursuant to the provisions of this Trust Agreement, to pay the reasonable compensation of Managing Trustee for the services performed or to be performed by it pursuant to such direction.

Section 6.4 No Duties Except as Specified in Trust Agreement or Instructions. Managing Trustee shall have no duty or obligation to, and shall not manage, control, use, sell, dispose of or otherwise deal with the Property or any other part of the Trust Property, or otherwise take or refrain from taking any action under or in connection with the Lease or Financing Documents except as expressly provided by this Trust Agreement or in written instructions received pursuant to Section 6.1 or 6.2 hereof, and no implied duties or obligations

in Section 7.3 hereof, (iii) as arising from its failure to perform obligations expressly undertaken by it in the first sentence of Section 6.1 hereof, or (iv) for taxes, fees or other charges on, based on or measured by any fees, commissions or compensation received by it for acting as trustee in connection with any of the transactions contemplated by the Lease or Financing Documents, or (v) the failure to use ordinary care to disburse in accordance with the terms hereof money actually received by it.

Section 7.2 Furnishing of Documents. Managing Trustee will furnish to the Owner, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other writings furnished to Managing Trustee pursuant to the Lease or Financing Documents, unless the Managing Trustee receives evidence that Owner otherwise received the same.

Section 7.3 No Representations or Warranties as to the Property or Documents. Managing Trustee makes (i) NO REPRESENTATION OR WARRANTY AS TO THE TITLE, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY WHATSOEVER and (ii) no representation or warranty as to the validity or enforceability of the Lease or Financing Documents or as to the correctness of any statement contained in any thereof, and except that Managing Trustee represents and warrants to the Owner that this Trust Agreement has been and, assuming that this Trust Agreement has been duly authorized, executed and delivered by the Owner, Resident Trustee and Independent Trustee, the Financing Documents and Lease Agreement to which Managing Trustee is a party and each other document which contemplates execution thereof by Managing Trustee has been or will be, duly executed and delivered.

Section 7.4 No Segregation of Moneys; No Interest. Except as otherwise provided herein, in the Financing Documents, in the Lease or in written instructions from the Owner, moneys received by Managing Trustee hereunder need not be segregated in any manner, except to the extent required by applicable law and may be deposited under such general conditions as may be prescribed by law, and Managing Trustee shall not be liable for any interest thereof; provided, however, in no event shall moneys of the Trust be commingled with moneys of the Owner.

Section 7.5 Reliance; Advice of Counsel. Managing Trustee shall not incur any liability to anyone in acting in reliance upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. Managing Trustee may accept a copy of a resolution of the board of directors or other governing body of any corporate party, certified by the secretary or a senior officer thereof, as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, Managing Trustee may for all purposes hereof rely on an officers' certificate of the relevant

Person as to such fact or matter, and such certificate shall constitute full protection to Managing Trustee for any action taken, suffered or omitted in good faith in reliance thereon. In the administration of the trusts created hereby, Managing Trustee (i) may execute any of the trusts or powers hereof and perform any of its powers and duties, including the holding of title to all or any part of the Trust Property, hereunder directly or through agents or attorneys and the Managing Trustee shall not be liable for the default or misconduct of any agent or attorney appointed by the Managing Trustee in good faith, and (ii) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Managing Trustee shall not be liable for the default or misconduct of any agent or attorney appointed by the Managing Trustee in good faith, and (iii) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Managing Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion within the scope of such Person's competence of any such counsel, accountants or other skilled Persons selected by it in good faith.

Section 7.6 Not Acting in Individual Capacity. Except as otherwise provided in this Article VII, in accepting the trusts hereby created, Managing Trustee acts solely as trustee hereunder and not in its individual capacity, and all Persons other than the Owner, as provided herein, having any claim against Managing Trustee by reason of the transactions contemplated hereby and by the Lease Agreement and Financing Documents shall look only to the Trust Property (or a part thereof, as the case may be) for payment or satisfaction thereof, but subject to the liens created pursuant to the Financing Documents.

Section 7.7 Ambiguity or Conflict of Provisions. If the Managing Trustee is uncertain as to the application of any provision of this Trust Agreement, the Lease or the Financing Documents, or such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision hereof, or if this Trust Agreement permits any determination by the Managing Trustee or is silent or incomplete as to the course of action which the Managing Trustee is required to take with respect to a particular set of facts, the Managing Trustee may require and, as between the Managing Trustee and the Owner, may rely upon written instructions of the Owner, and in such case, shall have no liability to, and shall be held harmless by, the Owner from, any liability, costs or expenses incurred by the Managing Trustee in its individual capacity from acting upon such instructions, except that the Owner shall not be required so to indemnify the Managing Trustee with respect to any of the matters described in the last sentence of Section 7.1 hereof.

Section 7.8 Books, Records and Tax Returns. Managing Trustee shall be responsible for the keeping of all customary and appropriate books and records relating to the receipt and disbursement of all money which it may receive hereunder. The Owner shall be responsible for causing to be prepared and filed all tax returns and reports required to be filed by the Managing Trustee or the Trust with respect to the Trust or the Trust Property. Except as otherwise provided by law and subject to Section 6.6 hereof, the Managing Trustee shall pay from the Trust Property all taxes due with respect to the Trust Property not paid by the tenant of the Property.

The Managing Trustee, upon request, will furnish the Owner with all such information in the possession of the Managing Trustee as may be reasonably required from the Managing Trustee in connection with the preparation of such tax returns and reports.

ARTICLE VIII

INDEMNIFICATION AND PAYMENT OF MANAGING TRUSTEE

Section 8.1 The Owner to Indemnify Managing Trustee. The Owner shall pay (or reimburse Managing Trustee for) all reasonable fees and expenses of Managing Trustee hereunder, including, without limitation, the reasonable compensation, expenses and disbursements of such agent, representatives, experts and counsel as Managing Trustee may employ in connection with the exercise and performance of its rights and duties under this Trust Agreement, the Lease and the Financing Documents, whether or not the transactions contemplated hereby or thereby are consummated. Managing Trustee shall be entitled to compensation for any extraordinary services rendered hereunder. The Owner agrees to assume liability for, and to indemnify and hold harmless Managing Trustee, from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted at any time against Managing Trustee in any way relating to or arising out of the Trust Property, the administration of the Trust Property or any action or inaction of Managing Trustee hereunder or under the Lease or Financing Documents, except that the Owner shall not be required so to indemnify Managing Trustee with respect to any of the matters described in the last sentence of Section 7.1 hereof. The liabilities of the Owner hereunder shall be several in accordance with their interests in the Trust. If the Managing Trustee has an indemnification right against the Tenant or other third party, the Managing Trustee shall first exercise such right but is not required to exhaust its remedies prior to seeking indemnifications against the Owner. The indemnities contained in this Section 8.1 shall survive the termination of this Trust Agreement.

Section 8.2 Rights Against Trust Property. The Managing Trustee shall be entitled to payment from the Trust Property for any compensation, reimbursement of expenses and indemnification owing to the Managing Trustee pursuant to this Trust Agreement to the extent not promptly paid by the Owner or others, but without releasing any of them from their respective agreements of compensation, reimbursement and indemnification; and to secure the same the Managing Trustee shall have a claim on the Trust Property which shall be prior to any interest therein of the Owner but subject and fully subordinate to any liens under the Financing Documents, and the Managing Trustee agrees and acknowledges that the Managing Trustee's claim on the Trust Property under this Section 8.2 is a second lien, subordinate to the first priority perfected lien and security interest of the Lender under the Financing Documents. For the benefit of the Lender, the Managing Trustee shall not exercise any remedies against the Trust Property until the satisfaction and discharge of the Financing Documents.

Section 8.3 Environmental Indemnification of the Managing Trustee.

(a) Without limiting the generality of the foregoing, Owner agrees to indemnify and hold harmless the Managing Trustee from and against any and all liabilities, sums paid in settlement of claims, obligations, charges, actions (formal or informal), claims (including, without limitation, claims for personal injury under any theory or for real or personal property damage), liens, taxes administrative proceedings, losses, damages (including, without limitation, punitive damages, penalties, fines, court costs, administrative services fees, response and remediation costs), stabilization costs, encapsulation costs, treatment, storage or disposal costs, groundwater monitoring or environmental study, sampling or monitoring costs, other causes of action and any other costs and expenses (including, without limitation, reasonable attorneys', experts' and consultants' fees and disbursements and investigation, laboratory and data review fees) imposed upon or incurred by the Managing Trustee (whether or not indemnified against by any other party) arising directly or indirectly out of:

(1) the past, present or future treatment, storage, disposal, generation, use, transport, movement, presence, release, threatened release, spill, installation, sale, emission, injection, leaching, dumping, escaping, or seeping of any Hazardous Substances, material containing or alleged to contain Hazardous Substances at or from any properties or assets of the Trust or the Trust Property or any part thereof; and/or

(2) the violation or alleged violation by the Trust (excluding any violations caused by the negligence or malfeasance of Managing Trustee) or any third party of any Environmental Laws with regard to the past, present or future ownership, operation, use or occupying of any property or asset of the Trust or the Trust Property or any part thereof.

(b) The indemnities set forth in this Section 8.3 shall be in addition to any other rights the Managing Trustee may have. The indemnities and obligations contained herein shall survive the termination of the Trust, removal or resignation of the Managing Trustee, any disposition by the Managing Trustee of its interests in the Trust Property or an other event. However, the indemnities contained in this Section 8.3 shall not expand any liability of the Managing Trustee or the Owner to third parties. The indemnities contained in this Section 8.3 shall apply only if personal liability shall be imposed on the Managing Trustee, and shall not apply if liability is imposed on the Trust or Trust Property.

(c) For purposed of this Section, the following terms shall have the following meanings:

"Environmental Laws" means any federal, state or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, judicial decision, common law rule, decree, agency interpretation, injunction or other authorization or requirement whenever promulgated, issued, or modified, including the requirement to register underground storage tanks, relating to:

(1) emissions, discharges, spills, releases or threatened releases of pollutants, contaminants, Hazardous Substances (as hereafter defined), materials containing Hazardous Substances, or hazardous or toxic materials or wastes into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land;

(2) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Substances, materials containing Hazardous Substances or hazardous and/or toxic wastes, material, products or by-products (or of equipment or apparatus containing Hazardous Substances) as defined in or regulated under the following statutes and their implementing regulations: the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Resource Conservation and Recovery Act 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901 et seq., and/or the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., each as amended from time to time; or

(3) otherwise relating to pollution or the protection of human health or the environment.

"Hazardous Substances" means (A) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under the following statutes and their implementing regulations as they may be amended from time to time: the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., (B) petroleum and petroleum products including crude oil and any fractions thereof, (C) natural gas, synthetic gas, and any mixtures thereof, (D) asbestos and/or any material which contains any hydrated mineral silicate, including without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or nonfriable, (E) PCBs or PCB containing materials or fluids, (F) radon, (G) any other hazardous radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste, and (H) any substance with respect to which a federal, state or local agency requires environmental investigation, monitoring or remediation.

Section 8.4 Representations. The Managing Trustee represents, warrants and agrees as follows:

(a) The Managing Trustee, if it is other than a natural person, has observed and will observe all applicable organizational procedures and formalities, including, where applicable, the holding of regular periodic and special meetings of governing bodies, the recording and maintenance of minutes of such meetings, and the recording and maintenance of resolutions, if any, adopted at such meetings.

(b) The Managing Trustee has paid and will pay its liabilities (including liabilities in respect of guaranties) and losses from its separate funds.

(c) The Managing Trustee does not and will not hold itself out to be responsible for the debts and obligations of any other Person. The Managing Trustee, if it is other than a natural person, has and will have at all times sufficient officers and employees to run its businesses and operations. The Managing Trustee will manage its own assets and liabilities.

(d) The Managing Trustee will pay, from its own assets, its fair share of any office, office supplies or equipment or administrative (including, without limitation, any costs relating to salaries or other compensation for services rendered to the Managing Trustee) expenses shared with the Trust or Owner.

(e) The Managing Trustee has not taken and will not take any action that would give any creditor of the Managing Trustee cause to believe that any indebtedness incurred by the Managing Trustee is or will be an obligation of the Trust or Owner or that the Managing Trustee is not or will not remain a Person separate and distinct from the Trust and the Owner.

(f) The Managing Trustee has not taken and will not take any action that is inconsistent with any of the representations, warranties and agreements set forth in this list or that would give (a) any future creditor of the Managing Trustee cause to believe mistakenly that any such future obligation incurred by the Managing Trustee would be not only the obligation of the Managing Trustee, but also of the Trust or the Owner, or (b) any future creditor of the Managing Trustee cause to mistakenly believe that the Managing Trustee was not or would not continue to remain separate and distinct from the Trust and the Owner.

(g) No transaction relating to or contemplated by this Trust Agreement is being or will be entered into by the Managing Trustee (i) in bad faith or with intent to delay, hinder, or defraud any of its creditors or (ii) with the intent of removing assets from the Trust to the detriment of the Trust's creditors.

(h) The Managing Trustee, if it is other than a natural person, will not consensually merge or consolidate with the Trust or the Owner.

(i) The Managing Trustee does not own or does not have any direct right, title or interest in, to or under any of the Trust Property, except as applicable law may require record title to be held in the name of Managing Trustee for the benefit of the Trust.

ARTICLE IX

TERMINATION OF TRUST AGREEMENT

Section 9.1 Termination in General. Subject to Section 2.8 hereof, except as otherwise provided in Section 9.2 hereof, this Trust Agreement and the trusts created hereby shall terminate and the Trust Property shall, subject to Article V hereof, be distributed to the Owner, and this Trust Agreement shall be of no further force or effect on December 31, 2036, provided the Note shall have been paid in full, unless the Owner elects to extend the term of the Trust.

Section 9.2 Termination at Option of the Owner. Subject to Section 2.8 hereof, notwithstanding Section 9.1 hereof, this Trust Agreement and the trusts created hereby shall terminate and the Trust Property shall be distributed to the Owner, and this Trust Agreement shall be of no further force and effect, upon the election of the Owner by notice to the Trustees, if such notice shall be accompanied by the written agreement (in form and substance satisfactory to the Managing Trustee) of the Owner assuming all the obligations of the Trustees and the Trust and releasing the Trustees therefrom. The Trust may not be terminated prior to the satisfaction and discharge of the Financing Documents, except as expressly permitted thereby or following the conveyance of all of the Trust Property to a third party if permitted by the Financing Documents.

Section 9.3 Certificate of Cancellation. Subject to Section 2.8 hereof, upon the termination of the Trust pursuant to this Article IX, the Trustees shall cause a Certificate of Cancellation to be filed with the Delaware Secretary of State.

ARTICLE X

SUCCESSOR TRUSTEES, CO-TRUSTEES AND SEPARATE TRUSTEES

Section 10.1 Resignation and Successors. Subject to Section 2.11 hereof, a Trustee or the Trustees, or any of their respective successors, may resign at any time without cause by giving at least sixty (60) days prior written notice to the Owner, and the Owner may at any time remove a Trustee or the Trustees without cause by written notice to such Trustee or Trustees, such resignation or removal to be effective upon the acceptance of appointment by a successor trustee as hereinafter provided. In case of the resignation or removal of any Trustee, the Owner may appoint a successor by written instrument. If a successor trustee shall not have been

appointed within thirty (30) days after the giving of such notice, such Trustee or the Owner may apply to any court of competent jurisdiction in the United States to appoint a successor trustee to act until such time, if any, as a successor shall have been appointed as provided above. Any successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as provided above within one year from the date of the appointment by such court. Any successor, however appointed, shall execute and deliver to its predecessor trustee and the Trust an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor trustee in the trusts hereunder with like effect as if originally named a Trustee herein; but upon the written request of such successor, and upon the payment to the predecessor trustee of the amounts due to it under this Trust Agreement, such predecessor shall execute and deliver an instrument transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, duties and trusts of such predecessor, and such predecessor shall duly assign, transfer, deliver and pay over to such successor all moneys or other property then held by such predecessor upon the trusts herein expressed. Any right of the Owner against the predecessor trustee, in its individual capacity, shall not be prejudiced by the appointment of any successor trustee and shall survive the termination of the trusts created hereby. Any successor to the Independent Trustee, however appointed, shall satisfy the requirements for a Qualified Independent Trustee and, if such Independent Trustee is other than a natural person, it shall be a special purpose entity with at least one Independent Director. Any corporation into which Managing Trustee, if it is other than a natural person, may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Managing Trustee shall be a party, or any corporation to which substantially all the corporate trust business of Managing Trustee may be transferred, shall, subject to the preceding sentence, be the Managing Trustee under this Trust Agreement without further act. Any successor trustee, however appointed, shall be competent and qualified to (i) serve as a trustee of a business trust formed pursuant to Chapter 38 of Title 12 of the Delaware Code, (ii) own, buy, lease, sell and mortgage land in its capacity as trustee in the state where the Property is located and (iii) as to the Independent Trustee, take all actions required by a Qualified Independent Trustee pursuant to the Financing Documents.

Section 10.2 Co-Trustees and Separate Trustee. Subject to Section 2.11 hereof, whenever the Managing Trustee or the Owner shall deem it necessary or prudent in order either to conform to any law of any jurisdiction in which all or any part of the Trust Property shall be situated or to make any claim or bring any suit with respect to the Trust Property, the Lease or the Financing Documents, or the Managing Trustee or the Owner shall be advised by counsel satisfactory to it that it is so necessary or prudent, the Managing Trustee and the Owner shall execute and deliver an agreement supplemental hereto and all other instruments and agreements, and shall take all other actions, necessary or proper to constitute one or more Persons (and the Managing Trustee, if it is other than a natural person, may appoint one or more of its officers, general partners or other principals) either as co-trustee or co-trustees jointly with the Managing Trustee of all or any part of the Trust Property, or as separate trustee or separate trustees of all or any part of the Trust Property, and to vest in such persons, in such capacity, such title to the

Trust Property or any part hereof and such rights or duties as may be necessary or desirable, all for such period and under such terms and conditions as are satisfactory to the Managing Trustee and the Owner and, until the Note is paid in full, as are reasonably satisfactory to the Lender. In no event shall any Trustee hereunder (including the Independent Trustee, Managing Trustee and Resident Trustee) be liable for the default or misconduct of any other trustee hereunder. In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Property and all rights and duties of such co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Managing Trustee, without the appointment of a successor to such co-trustee or separate trustee.

ARTICLE XI

SUPPLEMENTS AND AMENDMENTS

Section 11.1 Amendments. Notwithstanding any other provision of this Trust Agreement or any provision of law, (i) until the date all of the obligations under the Financing Documents have been indefeasibly and fully satisfied, the following provisions of this Trust Agreement shall not be amended, altered, changed or repealed unless a Qualified Independent Trustee is then in office and voting and affirmatively votes in favor of such amendment and unless at least thirty (30) days prior written notice of any such proposed amendment is sent to the Lender and the Lender provides written consent to such amendment and prior written confirmation is received from each rating agency then maintaining a rating on any securities secured by or related to the Financing Documents that such amendment will not result in a negative rating action of any kind with respect to such securities: Sections 1.1, 2.1, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3.1, 3.2, 4.1, 5.1, 6.4, 8.2 through 8.4, 9.1, 9.2 and 11.1 hereof; and (ii) this Trust Agreement may be amended, supplemented or otherwise modified only by a written instrument approved and executed by the Resident Trustee or Independent Trustee, as applicable, if such amendment, supplement or other modification affects the rights, powers, duties, obligations or immunities of the Resident Trustee or Independent Trustee, as applicable.

ARTICLE XII

PROVISIONS REGARDING RESIDENT TRUSTEE

Section 12.1 Acceptance of Trusts and Duties. Resident Trustee accepts the trusts hereby created and agrees to perform the same but only upon the terms of this Trust Agreement. Resident Trustee shall not be answerable or accountable to any person under any circumstances in its individual capacity, except that such limitation shall not limit the Resident Trustee's personal liability, if any, to the Owner to the extent that such liability results from (i) the Resident Trustee's gross negligence or willful misconduct, or (ii) the inaccuracy of any of its representations or warranties contained in Section 12.2 hereof.

Section 12.2 Representations. Resident Trustee hereby represents, warrants and certifies to Owner, Trust, Independent Trustee and Managing Trustee that Resident Trustee is a national banking association with trust powers, duly formed and created and validly existing under applicable federal laws of the United States of America, has requisite power and authority under the laws of the State of Delaware and federal laws of the United States of America governing its banking and trust powers, to execute and deliver, and perform its obligations and duties under, this Trust Agreement, and has its principal place of business in the State of Delaware.

Section 12.3 Duties of Resident Trustee. Notwithstanding any other provision of this Trust Agreement, the Resident Trustee shall not be entitled to exercise any powers, nor shall the Resident Trustee have any of the duties and responsibilities of the Managing Trustee described in this Trust Agreement. The Resident Trustee shall be a Trustee for the sole and limited purpose of fulfilling of the requirements of § 3807 of the Delaware Business Trust Statute, and, except as otherwise expressly required by the Delaware Business Trust Statute, the sole and exclusive duties of the Resident Trustee shall be the following:

- (a) To execute and cause the filing of the Certificate of Trust, as provided in Section 2.4 hereof;
- (b) To execute and cause to be filed the Certificate of Cancellation of the Trust, pursuant to the provisions of Section 9.3 hereof; and
- (c) To receive and forward to the Managing Trustee any and all service of process and other official notices and the like received by the Resident Trustee on behalf of the Trust.

Section 12.4 Limitations on Duties. Resident Trustee shall not have any duty (i) to file, record or deposit any document or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document, (ii) to obtain, effect or maintain any insurance on the Trust Property, (iii) to maintain the Trust Property, (iv) to pay or discharge any tax levied against any part of the Trust Property, (v) to confirm, verify, investigate or inquire into the failure to receive any reports or financial statements from any party obligated under the Lease and Financing Documents to provide such, or (vi) to inspect the Property at any time or to ascertain or inquire as to the performance or observance of any of the covenants of the Trust or any other Person under the Lease and Financing Documents.

Section 12.5 Indemnification. Resident Trustee shall not be required to take or refrain from taking any action under this Trust Agreement, the Lease or the Financing Documents (other than the actions specified in Section 12.3 hereof) if the Resident Trustee shall reasonably determine, or shall have been advised by counsel, that such actions (i) may result in personal liability, unless Resident Trustee shall have been indemnified by the Owner, in manner and form reasonably satisfactory to Resident Trustee, against any liability, fee, cost or expense (including reasonable legal fees and expenses) which may be incurred or charged in connection therewith

(except that the Owner shall not be required so to indemnify Resident Trustee with respect to any of the matters described in the last sentence of Section 12.3 hereof), or (ii) are contrary to law or the terms hereof; and if the Owner shall have directed Resident Trustee to take or refrain from taking any such action, the Owner agrees to furnish such indemnity as shall be required and, in addition, to the extent not otherwise paid pursuant to the provisions of this Trust Agreement, to pay the reasonable compensation of Resident Trustee for the services performed or to be performed by it pursuant to such direction.

Section 12.6 Reliance; Advice of Counsel. Resident Trustee shall not incur any liability to anyone in acting in reliance upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. Resident Trustee may accept a copy of a resolution of the board of directors or other governing body of any Person, certified by the secretary or a senior officer thereof, as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, Resident Trustee may for all purposes hereof rely on an officers' certificate of the relevant Person as to such fact or matter, and such certificate shall constitute full protection to Resident Trustee for any action taken, suffered or omitted in good faith in reliance thereon. In the administration of the trusts created hereby, Resident Trustee (i) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Resident Trustee shall not be liable for the default or misconduct of any such agent or attorney appointed by the Resident Trustee in good faith, and (ii) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Resident Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion within the scope of such Person's competence of any such counsel, accountants or other skilled Persons selected by it in good faith.

Section 12.7 Not Acting in Individual Capacity. Except as otherwise expressly provided in this Article XII, in accepting the trusts hereby created, Resident Trustee acts solely as trustee hereunder and not in its individual capacity, and all Persons other than the Owner, as provided herein, having any claim against Resident Trustee by reason of the transactions contemplated hereby and by the Lease and Financing Documents shall look only to the Trust Property (or a part thereof, as the case may be) for payment or satisfaction thereof, but subject to the liens created pursuant to the Financing Documents.

Section 12.8 Ambiguity or Conflict of Provisions. If the Resident Trustee is uncertain as to the application of any provision of this Trust Agreement, the Lease or the Financing Documents, or such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision hereof, or if this Trust Agreement permits any determination by the Resident Trustee or is silent or incomplete as to the course of action which the Resident Trustee is required to take with respect to a particular set of facts, the Resident Trustee may require and, as between the Resident Trustee and the Owner, may rely upon written

instructions of the Owner, and in such case, shall have no liability to, and shall be held harmless by, the Owner from, any liability, costs or expenses incurred by the Resident Trustee in its individual capacity from acting upon such instructions, except that the Owner shall not be required so to indemnify the Resident Trustee with respect to any of the matters described in Sections 12.1(i) and (ii) hereof.

Section 12.9 Compensation. The Owner shall pay (or reimburse Resident Trustee for) all fees and expenses required to be paid or reimbursed to Resident Trustee pursuant to that certain agreement between Resident Trustee and Trust, Owner or an Affiliate of either relating hereto. Resident Trustee shall be entitled to compensation for any extraordinary services rendered hereunder. The Owner agrees to assume liability for, and to indemnify and hold harmless Resident Trustee, from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted at any time against Resident Trustee in any way relating to or arising out of the Trust Property, the administration of the Trust Property or any action or inaction of Resident Trustee hereunder or under the Lease and Financing Documents, except that the Owner shall not be required so to indemnify Resident Trustee with respect to any of the matters described in Sections 12.1(i) and (ii) hereof. The liabilities of the Owner hereunder shall be several in accordance with their interests in the Trust. The indemnities contained in this Article XII shall survive the termination of this Trust Agreement and the resignation or removal of the Resident Trustee.

ARTICLE XIII

PROVISIONS REGARDING INDEPENDENT TRUSTEE

Section 13.1 Acceptance of Trusts and Duties. Independent Trustee accepts the trusts hereby created and agrees to perform the same but only upon the terms of this Trust Agreement. Independent Trustee shall not be answerable or accountable to any person under any circumstances in its individual capacity, except that such limitation shall not limit the Independent Trustee's personal liability, if any, to the Owner to the extent that such liability results from (i) the Independent Trustee's gross negligence or willful misconduct, or (ii) the inaccuracy of any of its representations or warranties contained in Section 13.2 hereof.

Section 13.2 Representations. Independent Trustee hereby represents, warrants and certifies to Owner, Trust, Resident Trustee and Managing Trustee that Independent Trustee is a Qualified Independent Trustee.

Section 13.3 Duties of Independent Trustee. Notwithstanding any other provision of this Trust Agreement, the Independent Trustee shall not be entitled to exercise any powers, nor shall the Independent Trustee have any of the duties and responsibilities of the Managing Trustee described in this Trust Agreement. The Independent Trustee shall be a Trustee for the sole and

limited purpose of fulfilling of the requirements of being a Qualified Independent Trustee, and the sole and exclusive duties of the Independent Trustee shall be the following:

- (a) To execute and cause the filing of the Certificate of Trust, as provided in Section 2.4 hereof;
- (b) To execute and cause to be filed the Certificate of Cancellation of the Trust, pursuant to the provisions of Section 9.3 hereof; and
- (c) To consider and act upon the matters addressed in Sections 2.8 and 11.1 hereof.

Section 13.4 Limitations on Duties. Independent Trustee shall not have any duty (i) to file, record or deposit any document or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document, (ii) to obtain, effect or maintain any insurance on the Trust Property, (iii) to maintain the Trust Property, (iv) to pay or discharge any tax levied against any part of the Trust Property, (v) to confirm, verify, investigate or inquire into the failure to receive any reports or financial statements from any party obligated under the Lease and Financing Documents to provide such, or (vi) to inspect the Property at any time or to ascertain or inquire as to the performance or observance of any of the covenants of the Trust or any other Person under the Lease and Financing Documents.

Section 13.5 Indemnification. Independent Trustee shall not be required to take or refrain from taking any action under this Trust Agreement, the Lease or the Financing Documents (other than the actions specified in Section 13.3 hereof) if the Independent Trustee shall reasonably determine, or shall have been advised by counsel, that such actions (i) may result in personal liability, unless Independent Trustee shall have been indemnified by the Owner, in manner and form reasonably satisfactory to Independent Trustee, against any liability, fee, cost or expense (including reasonable legal fees and expenses) which may be incurred or charged in connection therewith (except that the Owner shall not be required so to indemnify Independent Trustee with respect to any of the matters described in the last sentence of Section 13.3 hereof), or (ii) are contrary to law or the terms hereof; and if the Owner shall have directed Independent Trustee to take or refrain from taking any such action, the Owner agrees to furnish such indemnity as shall be required and, in addition, to the extent not otherwise paid pursuant to the provisions of this Trust Agreement, to pay the reasonable compensation of Independent Trustee for the services performed or to be performed by it pursuant to such direction.

Section 13.6 Reliance; Advice of Counsel. Independent Trustee shall not incur any liability to anyone in acting in reliance upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. Independent Trustee may accept a copy of a resolution of the board of directors or other governing body of any Person, certified by the secretary or a senior officer thereof, as conclusive evidence that such resolution

has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, Independent Trustee may for all purposes hereof rely on an officers' certificate of the relevant Person as to such fact or matter, and such certificate shall constitute full protection to Independent Trustee for any action taken, suffered or omitted in good faith in reliance thereon. In the administration of the trusts created hereby, Independent Trustee (i) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Independent Trustee shall not be liable for the default or misconduct of any such agent or attorney appointed by the Independent Trustee in good faith, and (ii) may consult with counsel, accountants and other skilled Persons to be selected and employed by it, and Independent Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion within the scope of such Person's competence of any such counsel, accountants or other skilled Persons selected by it in good faith.

Section 13.7 Not Acting in Individual Capacity. Except as otherwise expressly provided in this Article XIII, in accepting the trusts hereby created, Independent Trustee acts solely as trustee hereunder and not in its individual capacity, and all Persons other than the Owner, as provided herein, having any claim against Independent Trustee by reason of the transactions contemplated hereby and by the Lease and Financing Documents shall look only to the Trust Property (or a part thereof, as the case may be) for payment or satisfaction thereof, but subject to the liens created pursuant to the Financing Documents.

Section 13.8 Ambiguity or Conflict of Provisions. If the Independent Trustee is uncertain as to the application of any provision of this Trust Agreement, the Lease or the Financing Documents, or such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision hereof, or if this Trust Agreement permits any determination by the Independent Trustee or is silent or incomplete as to the course of action which the Independent Trustee is required to take with respect to a particular set of facts, the Independent Trustee may require and, as between the Independent Trustee and the Owner, may rely upon written instructions of the Owner, and in such case, shall have no liability to, and shall be held harmless by, the Owner from, any liability, costs or expenses incurred by the Independent Trustee in its individual capacity from acting upon such instructions, except that the Owner shall not be required so to indemnify the Independent Trustee with respect to any of the matters described in Sections 13.1(i) and (ii) hereof.

Section 13.9 Compensation. The Owner shall pay (or reimburse Independent Trustee for) all fees and expenses required to be paid or reimbursed to Independent Trustee pursuant to that certain agreement between Independent Trustee and Trust, Owner or an Affiliate of either relating hereto. Independent Trustee shall be entitled to compensation for any extraordinary services rendered hereunder. The Owner agrees to assume liability for, and to indemnify and hold harmless Independent Trustee, from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred

by or asserted at any time against Independent Trustee in any way relating to or arising out of the Trust Property, the administration of the Trust Property or any action or inaction of Independent Trustee hereunder or under the Lease and Financing Documents, except that the Owner shall not be required so to indemnify Independent Trustee with respect to any of the matters described in Sections 13.1(i) and (ii) hereof. The liabilities of the Owner hereunder shall be several in accordance with their interests in the Trust. The indemnities contained in this Article XIII shall survive the termination of this Trust Agreement and the resignation or removal of the Independent Trustee.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 No Legal Title to Trust Property in the Owner, Etc. The Owner shall not have legal title to any part of the Trust Property. Neither the bankruptcy, death or other incapacity of any Owner nor the transfer, by operation of law or otherwise, of any right, title or interest of the Owner in and to the Trust Property or hereunder shall operate to terminate this Trust Agreement or the Trust hereunder. Except as expressly set forth herein, the Owner shall not be liable for any liabilities or obligations of the Trust or Trustees or for the performance of this Trust Agreement.

Section 14.2 Sale of Trust Property by Managing Trustee is Binding. Any sale or other conveyance of the Trust Property or any part thereof by Managing Trustee made pursuant to the terms of this Trust Agreement or the Lease or Financing Documents shall bind the Owner and shall be effective to transfer or convey all rights, title and interest of Managing Trustee and the Owner in and to the Trust Property or such part thereof. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by Managing Trustee.

Section 14.3 Unanimous Consent of Owner. Any action or consent of the Owner referred to in this Trust Agreement shall require the unanimous written consent of the Person or Persons then constituting Owner.

Section 14.4 Limitations on Rights of Others. Nothing in this Trust Agreement, whether expressed or implied, shall be construed to give to any Person other than the Trustees and the Owner any legal or equitable right, remedy or claim under or in respect of this Trust Agreement, any covenants, conditions or provisions contained herein or the Trust Property.

Section 14.5 Notices, Etc. All notices, requests, demands, consents and other communications ("Notices") required or contemplated by the provisions hereof shall refer on their face to this Trust Agreement (although failure to do so shall not make such Notice ineffective), shall, unless otherwise stated herein, be in writing and shall be (i) personally delivered, (ii) sent

by reputable overnight courier service, (iii) sent by certified or registered postage prepaid and return receipt requested or (iv) transmitted by telephone facsimile, in each case, as follows:

If to Managing Trustee:

Greg L. England
6750 LBJ Freeway, Suite 1100
Dallas, Texas 75240
Fax: 972-716-6397

if to Resident Trustee:

First Union Trust Company, National Association
One Rodney Square, Suite 100
920 King Street
Wilmington, Delaware 19801-7475
Attn: Stephen J. Kaba
Fax: 302-888-7544

if to Independent Trustee:

David H. Shipley
708 Twin Creeks Drive
Allen, Texas 75013
Fax: 972-727-1066

if to the Owner:

Wolverine Equities Company 97K L.P.
c/o Wolverine Holding Company
6750 LBJ Freeway, Suite 1100
Dallas, Texas 75240
Fax: 972-716-6397

or at such other address and telephone facsimile number as shall be designated, respectively, by any Trustee or the Owner in a written notice to the other Persons receiving Notices pursuant to this Section. Notices given pursuant to this Section shall be deemed given upon the earliest of the following to occur: (i) upon personal delivery, (ii) on the fifth day following the day sent, if sent by registered or certified mail, (iii) on the next business day following the day sent, if sent by reputable overnight courier; and (iv) if transmitted by telephone facsimile, on the day sent if such day is a business day of the addressee and the telephone facsimile is received by the addressee by 5:00 p.m., local time of the addressee, on such day, otherwise on the first business day of the addressee after the day that the telephone facsimile is sent.

Section 14.6 Severability. Any provision of this Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 14.7 Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

Section 14.8 Successors and Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Trustees and their respective successors and assigns and the Owner and its successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other writing or action by the Owner shall bind each of its successors and assigns.

Section 14.9 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 14.10 Governing Law. THIS TRUST AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MEANS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

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IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers as of the day and year first above written.

OWNER PARTICIPANT:

WOLVERINE EQUITIES COMPANY 97K L.P.,
a Texas limited partnership

By: WOLVERINE HOLDING COMPANY,
a Texas corporation,
its General Partner

By: _____

Name: Greg L. England

Title: Vice President

RESIDENT TRUSTEE:

FIRST UNION TRUST COMPANY, NATIONAL
ASSOCIATION,
a national banking association

By: _____

Name: Stephen J. Kaba

Title: Vice President

MANAGING TRUSTEE:

Greg L. England

INDEPENDENT TRUSTEE:

David H. Shipley

LIMITED PARTNERSHIP AGREEMENT
OF
AMERICAN HOME SELF STORAGE I, LTD.

THIS LIMITED PARTNERSHIP AGREEMENT, made and entered into effective this 31st day of January, 1996, by and among AMERICAN HOME SELF STORAGE, INC., a Texas corporation, as general partner (the "General Partner"), those individuals, partnerships and entities set forth on Exhibit "A" attached hereto and incorporated herein by reference under the column header "Founding Limited Partners" (the "Founding Limited Partners") and those individuals, partnerships and entities set forth on Exhibit "A" attached hereto and incorporated herein by reference, under the column header "Non-Founding Limited Partners" (the "Non-Founding Limited Partners").

W I T N E S S E T H : That,

WHEREAS, the parties hereto desire to form a limited partnership under the Texas Revised Limited Partnership Act for the limited purposes set forth herein; and

WHEREAS, the parties desire to set forth herein their respective rights, duties, and responsibilities with respect to such limited partnership;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises, obligations, and agreements contained herein, the parties hereto, intending to be, and being, legally bound, do hereby agree as follows:

THE LIMITED PARTNERSHIP INTERESTS IN AMERICAN HOME SELF STORAGE I, LTD. (THE "INTERESTS") ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN ARTICLE 16 OF THIS AGREEMENT AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS THEREOF. THEREFORE, PURCHASERS OF THE INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENTS FOR AN INDEFINITE PERIOD OF TIME. THE INTERESTS HAVE NOT BEEN REGISTERED (i) UNDER ANY STATE SECURITIES LAWS, INCLUDING THE TEXAS SECURITIES ACT, AS AMENDED (THE "STATE ACTS"), OR (iii) UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"), AND NEITHER THE INTERESTS NOR ANY PART THEREOF MAY BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED, OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF ARTICLE 16 OF THIS AGREEMENT AND (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER ANY APPLICABLE STATE ACTS OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER SUCH STATE ACTS OR FOR WHICH SUCH REGISTRATION OTHERWISE IS NOT REQUIRED, AND (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE FEDERAL ACT OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE FEDERAL ACT OR FOR WHICH SUCH REGISTRATION OTHERWISE IS NOT REQUIRED.

ARTICLE 1. DEFINITIONS.

For purposes of this Agreement, each of the following terms has the meaning hereinafter provided (such meanings shall also be applicable to the plural use of such terms herein):

1.1. Adjusted Capital Account Deficit. "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (a) any amounts that such Partner is, or is deemed to be, obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c), the penultimate sentence of Regulations Section 1.704-2(g)(1), or the penultimate sentence of Regulations Section 1.704-2(i)(5), shall be credited to such Capital Account; and (b) the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6) shall be debited to such Capital Account. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

1.2. Advance Rate. "Advance Rate" means the rate of interest from time to time designated by NationsBank of Texas, N.A., Dallas, Texas, as being its "prime rate" of interest, as such rate fluctuates on a daily basis, plus two percent (2%); provided, however, such rate shall not exceed the maximum rate allowed by applicable law. In the event NationsBank discontinues the use of the "prime rate", the General Partner shall designate a bank in lieu of NationsBank for purposes of computing the "prime rate".

1.3. Affiliate. "Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

1.4. Agreement. "Agreement" means this Limited Partnership Agreement, together with any and all modifications, amendments, supplements and restatements thereof.

1.5. Annual Budget. "Annual Budget" means an annual operating budget, prepared by the General Partner and submitted to the Partners at least thirty (30) days prior to the start of each Fiscal Year (other than the first Fiscal Year), setting forth the General Partner's forecast of gross income, operating expenses, capital costs and expenses, and net income for the Project and the Partnership for such Fiscal Year, which budget shall be Approved or revised in writing by a Majority Interest within ten (10) days after submission by the General Partner. In the event a Limited Partner objects to the Annual Budget, he shall provide Notice thereof to the General Partner setting forth the specific items to which such Limited Partner objects. Failure to Approve or object within such ten (10) day period shall be deemed an Approval by such Limited Partner. In the event an objection is timely made, the disputed items shall be decided by approval of a Majority Interest.

1.6. Approve; Approval. "Approve" and "Approval" means approval in writing of the required Partners of any matter or action requiring approval hereunder.

1.7 Book Value. "Book Value" means for any asset the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value of any asset contributed by a Partner to the Partnership shall be the agreed upon fair market value of such asset, as of the date of contribution;

(b) The Book Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) on the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis capital contribution if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interest of the Partners in the Partnership; (ii) on the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership property as consideration for an interest in the Partnership if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and (iii) on the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(c) The Book Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution;

(d) The Book Values of Partnership assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 4.6 hereof; provided, however, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent the General Partner determines that an adjustment pursuant to paragraph (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) If the Book Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) hereof, such Book Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.8. Capital Account. "Capital Account" means the capital account maintained for a Partner pursuant to Section 4.6 of this Agreement.

1.9. Capital Transaction. "Capital Transaction" means any sale of any portion of the Project (including any out parcels) or any loan (other than the Development Loan or a loan from a Partner in accordance with this Agreement) secured in whole or in part by the Project.

1.10. Code. "Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time. All references herein to specific sections of the Code shall be deemed to refer also to any corresponding provisions of succeeding law.

1.11. Construction Overage. "Construction Overage" means that amount, if any, required to acquire the Land, to complete the Project including all necessary work required to obtain a certificate of occupancy from the City of Dallas, Texas, in excess of the Development Costs, including the amount of any construction contingency in the Development Loan.

1.12. Contributing Partners. "Contributing Partners" means the Partners who elect under Section 5.1 to make a contribution to the capital of the Partnership for and on behalf of a Delinquent Partner.

1.13. Contribution Account. "Contribution Account" means an account to be maintained by the Partnership for each of the Limited Partners to be credited with the amount of each contribution to the capital of the Partnership pursuant to Section 4.2 made by the Limited Partners simultaneously with the Land Closing and pursuant to Section 4.5 thereafter and to be debited by the amount of each distribution made by the Partnership to the Limited Partners pursuant to Subsection 8.2.2, 8.3.5 or 20.2.5 hereof.

1.14. Construction Management Fee. "Construction Management Fee" means that certain fee in the aggregate amount of \$21,000.00 payable in accordance with the terms of Article 6 of this Agreement.

1.15. Delinquent Partner. A "Delinquent Partner" means any Partner who fails to make any contribution to the capital of the Partnership required of such Partner under Section 4.5 within ten (10) days of Notice from the General Partner of such requirement.

1.16. Development Costs. "Development Costs" means the amount to acquire the Land and construct and develop the Improvements, which amount is estimated to be \$3,060,000.00. The Partners acknowledge that the General Partner may from time to time modify or amend the line items on the budget for the Development Costs provided that such modifications or amendments are reasonable in amount and provided further that the total amount approved by the Partners shall not be materially exceeded except with the Approval of a Majority Interest of the Partners.

1.17. Development Loan. "Development Loan" means that certain loan made or to be made to the Partnership by Fidelity Bank National Association in the original principal amount of \$2,280,000 to finance, in part, the acquisition of the Land, construction of the Improvements and the other development costs relating to the Project in accordance with the determination of the Development Costs.

1.18. Disabling Event. A "Disabling Event" means any, of the following events:

1.18.1. The last remaining General Partner's withdrawal or retirement from the Partnership in breach of the covenant contained in Section 17.1;

1.18.2. The disposition by the last remaining General Partner of all or any part of its interest in the Partnership in breach of the covenant contained in Section 16.4;

1.18.3. A general assignment for the benefit of creditors by the Partnership or the last remaining General Partner;

1.18.4. The appointment of a receiver, trustee, or custodian for all or any substantial part of the property and assets of the Partnership or the last remaining General Partner;

1.18.5. The entry of any "order for relief" against the Partnership or the last remaining General Partner, or the commencement by the Partnership or the last remaining General Partner of any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency, or other laws respecting debtors' rights; or

1.18.6. The entry against the Partnership or the last remaining General Partner of any "order for relief" or any other judgment or decree by any court of competent jurisdiction in any involuntary proceeding against the Partnership or the last remaining General Partner under present or future federal bankruptcy laws or under any other bankruptcy, insolvency, or other laws respecting debtors' rights, but only if such order, judgment, or decree continues unstayed and in effect for a period of ninety (90) consecutive days.

1.19. Excess Amount. "Excess Amount" means, with respect to each Partner at any time, the excess of (i) its positive Capital Account balance, over (ii) the sum of its Investment Preference, and the balance of its Contribution Account.

1.20. Fiscal Year. "Fiscal Year" means the fiscal year of the Partnership. The first Fiscal Year shall commence on the effective date hereof and each succeeding Fiscal Year shall commence on the day immediately following the last day of the immediately preceding Fiscal Year. Each Fiscal Year shall end on the earliest to occur after the commencement of such Fiscal Year of (i) December 31, (ii) the day immediately preceding the date on which a distribution is made to the Partners under Section 20.2, (iii) the day immediately preceding the date of the "liquidation" of the last remaining General Partner's interest in the Partnership (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations), or (iv) the date on which the Partnership is terminated under Section 20.4.

1.21. Founding Limited Partners. "Founding Limited Partners" has the meaning set forth in the opening paragraph of this Agreement.

1.22. General Partner. "General Partner" means American Home Self Storage, Inc., a Texas corporation, or its successor general partner(s) expressly permitted or contemplated hereby, and who are admitted as a General Partner pursuant to the provisions of Articles 15 and 16 hereof.

1.23. Investment Preference. "Investment Preference," as of any particular date, means a cumulative amount computed at a simple rate per annum equal to twelve percent (12%) on the principal balance, if any, standing from time to time in the Contribution Account of each Limited Partner, which Investment Preference will accrue from the date on which each Limited Partner funds such account, less distributions made by the Partnership to each Limited Partner as of such date pursuant to Subsections 8.2.1, 8.3.4 or 20.2.4 hereof.

1.24. Land. The "Land" means that certain tract of land located in Dallas County, Texas, and being more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

1.25. Land Closing. The "Land Closing" means that date which is the later of (i) the date of closing and initial funding of the Development Loan, and (ii) the acquisition of fee simple title to the Land.

1.26. Limited Partner/Limited Partners. A "Limited Partner" means each Person who is a Founding Limited Partner or a Non-Founding Limited Partner, and such other entities as may be admitted to the Partnership as limited partners pursuant to the provisions of Articles 15 and 16 hereof.

1.27. Majority Interest. A "Majority Interest" shall mean a majority in percentage interest of the Partners.

1.28. Net Proceeds. "Net Proceeds" means the amount by which any cash proceeds received or collected by the Partnership (i) from any sale of any portion of the Project (including any out parcels) and any payments and interest income received by the Partnership from the collection or sale of any promissory notes or other evidences of indebtedness derived from any such sale, or (ii) from any loan (other than the Development Loan or a loan from a Partner in accordance with this Agreement) secured in whole or in part by the Project, exceeds any closing or other costs incurred or required to be paid by the Partnership in connection with any such sale or first priority loan (including, without limitation, any amount paid by the Partnership in reduction or satisfaction of any prior loan or other indebtedness and including brokerage commissions, prepayment consideration, and other similar payments).

1.29. Net Profit and Net Loss. The Partnership's "Net Profit" or "Net Loss" means, for each Fiscal Year, the Partnership's taxable income or taxable loss for such Fiscal Year, as determined under Section 703(a) of the Code, and Section 1.703-1 of the Regulations (and for this purpose all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

1.29.1. Any tax-exempt income, as described in Section 705(a)(1)(B) of the Code, realized by the Partnership during such Fiscal Year shall be taken into account in computing such taxable income or taxable loss as if it were taxable income.

1.29.2. Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code for such Fiscal Year, including any items treated under Section

1.704-1(b)(2)(iv)(4) of the Regulations as items described in Section 705(a)(2)(B) of the Code, shall be taken into account in computing such taxable income or taxable loss as if they were deductible items.

1.29.3 If the Book Value of any Partnership asset is adjusted pursuant to paragraph (b) or (d) of the definition of Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

1.29.4 Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

1.29.5 In lieu of the deduction for depreciation, cost recovery or amortization taken into account in computing such taxable income or loss, there shall be taken into account Book Depreciation as defined in this Section 1.29.5. "Book Depreciation" for any asset means for any fiscal year or other period an amount that bears the same ratio to the Book Value of that asset at the beginning of such fiscal year or other period as the federal income tax depreciation, amortization or other cost recovery deduction allowable for that asset for such year or other period bears to the adjusted tax basis of that asset at the beginning of such year or other period. If the federal income tax depreciation, amortization or other cost recovery deduction allowable for any asset for such year or other period is zero, then Book Depreciation for that asset shall be determined with reference to such beginning Book Value using any reasonable method selected by the General Partner; and

1.29.6. Any item of income, gain, loss, or deduction recognized by the Partnership during such Fiscal Year which is required to be specially allocated to the Partners under Article 7 shall not be taken into account in computing such taxable income or taxable loss.

If the Partnership's taxable income or taxable loss for such Fiscal Year, as adjusted in the manner provided in Subsections 1.29.1 through 1.29.6 above, is a positive amount, such amount shall be the Partnership's Net Profit for such Fiscal Year; and if negative, such amount shall be the Partnership's Net Loss for such Fiscal Year.

1.30. Non-Founding Limited Partner. "Non-Founding Limited Partner" means each Limited Partner other than the Founding Limited Partners or any successor thereto.

1.31. Notice. "Notice" means a written notice required or permitted by this Agreement which is given in the manner prescribed in Section 22.2.

1.32. Partner/Partners. A "Partner" means each of the General Partner and the Limited Partners. "Partners" means the General Partner and the Limited Partners, collectively.

1.33. Partnership. The "Partnership" means the limited partnership formed pursuant to this Agreement.

1.34. Person. Person means any individual, corporation, partnership, association or other entity.

1.35. Improvements. "Improvements" means approximately 72,000 square feet of self storage units within the Project that will be constructed by the Partnership.

1.36. Project. The "Project" means the Land, the Improvements, the infrastructure improvements and the self storage facility and all related amenities that the Partnership intends to construct or constructs on the Land. The Project may be constructed in multiple phases at the election of the General Partner.

1.37. Regulations. The "Regulations" means the Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time. All references herein to specific sections of the Regulations shall be deemed to refer also to any corresponding provisions of succeeding Regulations.

ARTICLE 2. THE PARTNERSHIP.

2.1. Formation of Limited Partnership. Effective with the first proper filing of the certificate of limited partnership with the Secretary of State of Texas, the Partners hereby form a limited partnership pursuant to the Texas Revised Limited Partnership Act in accordance with, and pursuant to the terms of, the provisions of this Agreement. The Partners hereby ratify and approve all actions undertaken by the General Partner in connection with the formation of the Partnership.

2.2. Name. The name of the Partnership shall be American Home Self Storage I, Ltd. The Partnership may adopt such trade or business names as the General Partner shall consider appropriate.

2.3. Principal Office; Registered Office. The principal office and registered office of the Partnership in the State of Texas shall be located at such place as the General Partner may from time to time and at any time designate after giving Notice of such designation to the Limited Partners. The registered agent of the Partnership shall be such Person as designated by the General Partner.

2.4. Purpose of Partnership. The purpose of the Partnership shall be to acquire, own, develop, improve, operate, lease, manage, finance or otherwise deal with all or any portion of the Land and the Project, and to engage in business activities related, necessary or incidental thereto. The Partnership shall engage in no other business without the Approval of all Partners.

2.5. Term. The term of the Partnership commenced upon the filing for record of the Certificate of Limited Partnership for and on behalf of the Partnership in the office of the Secretary of State of the State of Texas, and shall continue until the Partnership is dissolved, liquidated, and terminated under Article 20.

ARTICLE 3. PERCENTAGE INTERESTS.

The General Partner's percentage interest in the Partnership shall be one percent (1%). The Limited Partners' percentage interests in the Partnership shall be as set forth opposite the name of each Limited Partner on Exhibit "A" attached hereto under the column header "Percentage Ownership".

ARTICLE 4. CAPITAL.

4.1. Initial Capital Contribution by General Partner. Upon the formation of the Partnership, the General Partner shall contribute One Hundred and No/100 Dollars (\$100.00) to the capital of the Partnership.

4.2. Initial Capital Contributions by Limited Partners. On the date specified in writing by the General Partner, which shall not be before January 31, 1996, each Limited Partner shall contribute, in cash, to the capital of the Partnership, such amount as set forth opposite its name on Exhibit "A" attached hereto under the column header "Initial Capital Contribution". Each of the Limited Partners agrees to deposit its respective initial capital contributions as contemplated in the preceding sentence into the account of the Partnership. In the event the Project is developed in multiple phases, the initial capital contribution of the Partners may be contributed in stages, at the election of the General Partner.

4.3. Permitted Use of Initial Capital Contribution. The initial capital contributions of the Partners shall be applied to (i) the purchase price that the Partnership shall pay for the Land and (ii) the development of the Project.

4.4. Excess Acquisition, Development, and Construction Costs. If a Construction Overage exists, then the General Partner or the Founding Limited Partners (except that Wayne H. Johnson or Affiliates shall have no liability therefor) shall provide all funds to the Partnership necessary to complete the construction or development of the Project in accordance with this Section 4.4; provided, however, in the event there are remaining funds to be drawn under the Development Loan at the time of such Construction Overage, the General Partner may fund all or a portion of such Construction Overage with any remaining funds under the Development Loan. The advances for a Construction Overage provided hereunder shall be deemed a capital contribution by the General Partner or the Founding Limited Partners, as appropriate, and shall result in a credit to the Partner's Contribution Account, which amounts shall be treated as a contribution of capital for all purposes in accordance with this Agreement. The General Partner shall, or a Majority Interest may, give Notice to all Partners of the failure by the General Partner or the Founding Limited Partners to fund a Construction Overage under this Section 4.4.

4.5 Additional Capital Contribution Obligations of Partners. If, other than due to a Construction Overage, the Partnership is, or is reasonably expected to be, unable to pay its cash obligations as and when they become due and therefore has an actual cash flow deficit (other than as a result of failure of any Partner to make any contribution to the capital of the Partnership required of such Partner pursuant to any of Sections 4.1, 4.2, or this 4.5), and, in the opinion of the General Partner or a Majority Interest, funds are not available to the Partnership on reasonably acceptable terms, then the General Partner or a Majority Interest shall

give Notice of such deficit to the Partners and the Partners shall, within ten (10) days from receipt of such Notice, contribute such required funds to the capital of the Partnership in an amount equal to their respective percentage interests in the Partnership, as set forth in Article 3 hereof. The General Partner or a Majority Interest, as appropriate, shall notify all Partners if any Partner fails to contribute the required funds under this Section 4.5.

4.6. Capital Accounts. A separate capital account shall be maintained for each Partner, and the balance of each Partner's capital account, as of any particular date, shall be an amount equal to the sum of the following:

4.6.1. The cumulative amount of cash that has been contributed to the capital of the Partnership by such Partner as of such date; plus

4.6.2. The Book Value of any property other than cash that has been contributed to the capital of the Partnership by such Partner as of such date; plus

4.6.3. The amount of any liabilities of the Partnership that are assumed by such Partner or which are secured by any property distributed to such Partner; plus

4.6.4. The cumulative amount of the Partnership's Net Profit and other items of income and gain for all Fiscal Years ending prior to such date that have been, or are required to be, allocated to such Partner under Article VII (other than Section 7.10); minus

4.6.5. The cumulative amount of the Partnership's Net Loss and other items of loss and deduction for all Fiscal Years ending prior to such date that have been, or are required to be, allocated to such Partner under Article VII (other than Section 7.10) hereof; minus

4.6.6. The cumulative amount of cash and the Book Value of all other property that has been distributed to such Partner by the Partnership as of such date under Article 8, including any cash and other property that has been distributed by the Partnership for and on such Partner's behalf to another Partner in payment of any indebtedness arising under Section 5.1.4; and minus

4.6.7. The amount of any liabilities of the Partner that are assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

4.6.8. If all or a portion of an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; provided, however, that if the transfer causes a termination of the Partnership under Code Section 708(b)(1)(B), the assets of the Partnership shall be deemed to have been distributed to the Partners (including the transferee of the Partnership Interest) in liquidation of the Partnership pursuant to Article 20 of this Agreement and recontributed by such Partners and transferees in reconstitution of the Partnership. Such deemed liquidation and reconstitution shall not cause the Partnership to be

dissolved and/or reconstituted for purposes other than maintenance of the Capital Accounts and federal income tax, unless otherwise provided in Article 20.

A Partner's capital account shall also be increased or decreased as of such date to reflect any items described in Section 1.704-1(b)(2)(iv) of the Regulations that are required to be reflected in such Partner's capital account under such Regulation and which are not otherwise taken into account in computing such capital account under this Section 4.6.

4.7. Interest on and Return of Capital. Except to the extent that Investment Preference may be construed as such, no Partner shall be entitled to any interest from the Partnership on such Partner's capital account or on such Partner's contributions to the capital of the Partnership, and except as otherwise provided in Articles 8 and 20, no Partner shall have the right to demand or to receive the return of all or any part of such Partner's capital account or of such Partner's contributions to the capital of the Partnership.

4.8. Negative Capital Account. If the General Partner, on the date of the "liquidation" of interest in the Partnership (within the meaning of Section 1.704-1(b) (2) (ii) (g) of the Regulations), has a negative balance in its capital account, then the General Partner shall contribute in cash to the capital of the Partnership the amount required to increase its capital account as of such date to zero. Any such contribution required of the General Partner hereunder shall be made by the General Partner on or before the later of (i) the end of the Fiscal Year of the Partnership in which the General Partner's interest in the Partnership is liquidated or (ii) the ninetieth (90th) day following the date of such liquidation.

4.9. No Third Party Beneficiaries. The obligations of the Partners to make contributions to the capital of the Partnership are only for the benefit of, and are only enforceable by, the Partnership and the Partners and shall not be for the benefit of, or be enforceable by, any other person or entity.

ARTICLE 5. FAILURE OF A PARTNER TO MAKE CAPITAL CONTRIBUTION; PARTNER LOANS.

5.1. Contribution on Behalf of Delinquent Partner. Any of the non-delinquent Partners may elect to (but shall not be obligated to) contribute to the capital of the Partnership, for and on behalf of any Delinquent Partner, an amount equal to the amount which the Delinquent Partner has refused or failed to contribute to the capital of the Partnership, as follows:

5.1.1. Any such election by any of the non-delinquent Partners must be made within thirty (30) days of the receipt of notice of the Delinquent Partner's becoming a Delinquent Partner under Section 4.5 and such election shall be made by each Contributing Partner giving Notice of such election to the Delinquent Partner, to all other Partners and to the Partnership within such thirty (30) day period.

5.1.2. Any amount contributed to the capital of the Partnership by the Contributing Partners for and on behalf of a Delinquent Partner hereunder shall, at the option of each Contributing Partner constitute either of the following:

5.1.2.1 The principal amount of such amount shall be the debt of the Delinquent Partner to the Contributing Partners. The Contributing Partners making a contribution pursuant to this Section 5.1 shall hold such debt in proportion to the amount thereof advanced by each and such debt shall bear interest on the unpaid principal balance thereof at the lesser of the maximum rate permitted by law or the Advance Rate plus three percent (3%). Interest shall accrue and be payable from the date on which the Contributing Partners make such capital contributions until such debt has been repaid in full. Any debt of the Delinquent Partner to the Contributing Partners electing the option under this subsection 5.1.2.1 is nonrecourse to the Delinquent Partner and shall only entitle the Contributing Partner to the treatment set forth in subsection 5.1.4 below; or

5.1.2.2. If the option set forth by this subsection 5.1.2.2. is elected by one or more Contributing Partners, the Delinquent Partner shall be deemed to have transferred and assigned, without further act, to each Contributing Partners electing hereunder a portion, expressed as a percentage, of the Delinquent Partner's percentage interest in the Partnership as of such date equal to:

$$\frac{\text{Partnership Interest Transferred}}{\text{B}} = \frac{\text{A}}{\text{B}} \times 3 \times \text{C} \times \text{D}$$

whereby:

- A = Total required funds of all Partners pursuant to the Notice sent by the General Partner multiplied by the Delinquent Partner's interest in the Partnership as of the date such Notice is sent.
- B = Total capital contributions made by the Delinquent Partner as of the date such Notice is sent which have not been returned as of such date. For purposes of this subsection 5.1.2.2. only, in the event one of the Founding Limited Partners or the General Partner is the Delinquent Partner, the amount of the initial capital contribution deemed to have been made by all Founding Limited Partners shall be equal to \$455,000, to be allocated among the Founding Limited Partners equally (other than Wayne H. Johnson or Affiliates).
- C = The Delinquent Partner's interest in the Partnership as of the date such Notice is sent.
- D = The amount contributed by such Contributing Partner on behalf of the Delinquent Partner electing treatment under this subsection 5.1.2.2. divided by the amounts contributed by all Contributing Partners on behalf of the Delinquent Partner.

5.1.3. Each Contributing Partner shall Notify the General Partner within thirty (30) days of making the contributions thereunder of the treatment elected by such Contributing Limited Partner. Failure to so Notify the General Partner shall be deemed an election under subsection 5.1.2.1.

5.1.4. Until the debt and all interest accrued thereon described in this Section 5.1 has been paid in full to the Contributing Partners electing treatment under subsection 5.1.2.1., no distribution of cash or property, in liquidation or otherwise, shall be made by the Partnership to the Delinquent Partner, and all such distributions to which the Delinquent Partner would otherwise be entitled under this Agreement shall be distributed by the Partnership to the Contributing Partners in proportion to the portions of such debt advanced by each and shall be applied by the Contributing Partners first to the payment of all accrued and unpaid interest on such debt and then to the payment of the principal amount of such debt. All such distributions to the Contributing Partners on the Delinquent Partner's behalf shall be deemed to be distributions to the Delinquent Partner pursuant to Article 8 or Article 20 of this Agreement, and shall result in the appropriate charges to the Delinquent Partner's capital account, Investment Preference and Contribution Account.

5.2. Failure to Fund under Section 4.4. In the event the General Partner or the Founding Limited Partners fail to make the funding for a Construction Overage as contemplated in Section 4.4 hereof, any other Partner may elect (but shall not be obligated to) contribute to the capital of the Partnership, for and on behalf of the General Partner or the Founding Limited Partners, an amount equal to the amount which they have refused or failed to fund to the Partnership, as follows:

5.2.1. Any such election by any other such Partners must be made within sixty (60) days of the Notice of such failure under Section 4.4 and such election shall be made by each Contributing Partner giving Notice of such election to the General Partner, to the Founding Limited Partners, to all other Partners and to the Partnership within such thirty (30) day period.

5.2.2. For the first \$50,000 in the aggregate contributed to the capital of the Partnership by the Contributing Partners for and on behalf of the General Partner and the Founding Limited Partners hereunder, each Contributing Partner shall be transferred and assigned, without further act hereunder, a 1/10th percent percentage interest in the Partnership for each \$1,000 in capital contributed by such Contributing Partner. The transferred percentage interest (and a corresponding portion of the Founding Limited Partners' capital account, Investment Preference and Contribution Account) shall be deducted from the Founding Limited Partners and transferred to the Contributing Partners.

5.2.3. For any amount contributed to the capital of the Partnership by the Contributing Partners for and on behalf of the General Partner and the Founding Limited Partners hereunder in excess of \$50,000, each Contributing Partner shall be transferred and assigned, without further act hereunder, a 2/10th percent percentage interest in the Partnership for each \$1,000 in capital contributed by such Contributing Partner. The transferred percentage interest (and a corresponding portion of the Founding Limited Partners' capital account,

Investment Preference and Contribution Account) shall be deducted from the Founding Limited Partners and transferred to the Contributing Partners.

5.2.4. In the event all of the Founding Limited Partners' percentage interest in the Partnership is transferred and assigned pursuant to the provisions of this Section 5.2, the Limited Partners by Approval of a Majority Interest may remove the General Partner as the general partner of the Partnership in which case the percentage interest in the Partnership owned by the General Partner shall be transferred pro rata to the Contributing Partners; provided, however, such removal may only occur if the Partnership has obtained the complete release of all liabilities and obligations under, and guarantees of, the Development Loan by the General Partner, each of its Affiliates and any other guarantors of the Development Loan.

5.3. Failure to Make Initial Capital Contributions. In the event that any Partner fails to make its initial capital contribution as set forth on Exhibit "A" attached hereto, including but not limited to any staged initial contribution in the event that the Project is constructed in multiple phases, such event shall be a default hereunder and such Partner shall immediately forfeit its interest in the Partnership. Any Partner electing to make a contribution on behalf of a Delinquent Partner as to any secondary capital contribution in the event the Project is constructed in phases shall be treated in accordance with Section 5.1 hereunder.

ARTICLE 6. OTHER AGREEMENTS.

6.1. Construction Management Fee. The Partnership shall pay to Wayne H. Johnson or Affiliates a Construction Management Fee in the aggregate amount of \$21,000. Such Construction Management Fee shall be paid in seven (7) equal monthly installments with the first installment due thirty (30) days following the date construction of the Improvements commences and continuing with each monthly draw request thereafter.

6.2. Reimbursement of Expenses. At the Land Closing the Partnership shall reimburse to the General Partner and Affiliates all of its pre-development expenses incurred by it prior to the Land Closing and which have been set forth for reimbursement in the development budget for the Project.

6.3. Management Fee. The Partnership will pay management fees (not to exceed usual and customary fees) in accordance with the Annual Budget, some or all of which may be paid to Wayne H. Johnson or Affiliates, pursuant to a management agreement approved by the General Partner.

6.4. Sales Commission. Upon a sale of all of the Project, the procuring cause of which is Wayne H. Johnson, Wayne H. Johnson or an Affiliate (which must be a licensed real estate broker) shall be entitled to be paid fifty percent (50%) of the real estate commission paid by the Partnership in connection with such sale, provided in no event shall the Partnership pay any real estate commission in excess of commissions normally payable to third party brokers.

ARTICLE 7. ALLOCATION OF PROFITS AND LOSSES.

7.1. Allocation of Net Operating Profit and Loss.

7.1.1. Allocation of Net Operating Profits. The Partnership's Net Profit from operations, if any, for each Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(a) To the Partners, in proportion to, and to the extent of, the negative balances, if any, in the Partners' respective capital accounts as of the last day of such Fiscal Year; then

(b) To the Limited Partners, in proportion to, and to the extent of, the amount by which the sum of their respective Investment Preferences and the balance of their Contribution Accounts (as of the last day of the Fiscal Year) exceeds the balance of their capital accounts [as of the last day of such Fiscal Year, adjusted to reflect any Net Profit allocated to such Limited Partners pursuant to Section 7.1(a)]; then

(c) To the Founding Limited Partners, to the extent by which of the sum of their Investment Preference and the balance of their Contribution Accounts exceeds the balance of their capital account [as of the last day of such Fiscal Year, adjusted to reflect any Net Profits allocated to such Partner pursuant to Section 7.1.1(a) or (b)]; then

(d) To the Partners in the amounts necessary so that their Excess Amounts are proportionate to their percentage interests; and

(e) To the Partners in proportion to their respective percentage interests in the Partnership.

For purposes of determining the amount of Net Profit to be allocated pursuant to Sections 7.1.1(a) through (d) above for any Fiscal Year, the capital account of each Partner shall be decreased by the amount of any Cash Flow or Net Proceeds distributed to such Partner during such Fiscal Year pursuant to Article 8.

7.1.2. Allocation of Net Operating Loss. The Partnership's Net Loss from operations, if any, for each Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(a) First, to the Partners in the amounts necessary so that their Excess Amounts are in proportion to their percentage interests; then

(b) To the Partners in proportion to, and to the extent of, their Excess Amounts; then

(c) To the Founding Limited Partners until their positive capital account balances are equal to the sum of such Partners' Investment Preference and the balance of their

Contribution Accounts (as of the last day of such Fiscal Year, but adjusted to reflect any Net Loss allocated to such Partner under Section 7.1.1.(a) or (b)); then

(d) To the Limited Partners to the extent of the amount by which their respective capital account balances exceed zero [as of the last day of such fiscal year, but adjusted to reflect any Net Loss allocated to such Limited Partners under Section 7.1.2(a), (b) or (c)], in proportion to such excess amounts; and then

(e) To the Partners in proportion to their percentage interests in the Partnership.

For purposes of determining the amount of Net Loss to be allocated pursuant to Sections 7.1.2(a) through (e) above for any Fiscal Year, the amount of each Partner's capital account shall be decreased by the amount of any Cash Flow and Net Proceeds distributed to such Partner during such Fiscal Year pursuant to Article 8.

7.2 Allocation of Net Profit and Loss from Capital Transactions.

7.2.1 Allocation of Net Profit from a Capital Transaction. The Partnership's Net Profit, if any, from a Capital Transaction shall be allocated to the Partners in the following manner and in the following order of priority:

(a) To the Partners, in proportion to, and to the extent of, the negative balances, if any, in the Partners' respective capital accounts as of the last day of such Fiscal Year; then

(b) To the Limited Partners, in proportion to, and to the extent of, the amount by which the sum of their respective Investment Preferences and the balance of their Contribution Accounts (as of the last day of the Fiscal Year) exceeds the balance of their capital accounts; then

(c) To the Founding Limited Partners to the extent by which the sum of their Investment Preference and the balance of their Contribution Accounts (as of the last day of the Fiscal Year) exceeds the balance of their capital accounts; then

(d) To the Partners in the amounts necessary so that their Excess Amounts are proportionate to their percentage interests; then

(e) To the Partners in proportion to their percentage interests.

For purposes of determining the amount of Net Profit to be allocated pursuant to Sections 7.2.1(a) through (e) above for any Fiscal Year, the capital account of each Partner shall be decreased by the amount of any Cash Flow or Net Proceeds distributed to such Partner during such Fiscal Year pursuant to Article 8.

7.2.2 Allocation of Net Loss from a Capital Transaction. The Partnership's Net Loss from a Capital Transaction, if any, for each Fiscal Year shall be allocated to the Partners in the following manner and in the following order of priority:

(a) To the Partners in the amounts necessary so that their Excess Amounts are in proportion to their percentage interests; then

(b) To the Partners in proportion to, and to the extent of, their Excess Amounts; then

(c) To the Founding Limited Partners until their positive capital account balances are equal to the sum of such Partner's Investment Preference and the balance of their Contribution Account (as of the last day of such Fiscal Year, but adjusted to reflect any Net Loss allocated to such Partner under Section 7.2.2(a), (b) or (c)); then

(d) To the Partners to the extent of the amount by which their respective capital account balances exceed zero [as of the last day of such fiscal year, but adjusted to reflect any net Loss allocated to such Partners under Section 7.2.2(a) through (d)], in proportion to such excess amounts; then

(e) To the Partners in proportion to their percentage interests in the Partnership.

For purposes of determining the amount of Net Loss to be allocated pursuant to Sections 7.2.2(a) through (e) above for any Fiscal Year, the amount of each Partner's capital account shall be decreased by the amount of any Cash Flow or Net Proceeds distributed to such Partner during such Fiscal Year pursuant to Article 8.

7.3. Limitation on Net Loss Allocation. Notwithstanding the provisions of Sections 7.1.2 and 7.2.2, if the amount of Net Loss for any Fiscal Year that would otherwise be allocated to the Limited Partners under Sections 7.1.2 and 7.2.2 would cause or increase an Adjusted Capital Account Deficit of the Limited Partners as of the last day of such Fiscal Year, then an amount of such Net Loss equal to such excess shall be allocated to the General Partner.

7.4. Qualified Income Offset. Notwithstanding any provision hereof to the contrary, if a Limited Partner unexpectedly receives in any Fiscal Year any adjustment, allocation, or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6) of the Regulations, and if such Limited Partner has an Adjusted Capital Account Deficit as of the last day of such Fiscal Year, then all items of income and gain of the Partnership (consisting of a pro rata portion of each item of Partnership income and gain, including gross income) for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) shall be allocated to such Limited Partner in the manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible.

7.5. Nonrecourse Deductions. "Nonrecourse Deductions" (as that term is defined in Sections 1.704-2(b)(1) and (c) of the Regulations) for any Fiscal Year shall be allocated to the Partners in proportion to their percentage interests in the Partnership.

7.6. Minimum Gain Chargeback. Notwithstanding any provision hereof to the contrary, any item of Partnership income or gain for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Partners under Sections 1.704-2(f) or 1.704-2(i) of the Regulations shall be allocated to the Partners for such Fiscal Year in the manner so required by such Regulations.

7.7. Section 704(c) Allocation. Any item of income, gain, loss, and deduction with respect to any property (including, without limitation, an undivided interest in the Project) (other than cash) that has been contributed by a Partner to the capital of the Partnership and which is required or permitted to be allocated to the Partners for income tax purposes under section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its agreed upon fair market value at the time of its contribution shall be allocated to the Partners solely for income tax purposes in the manner so required or permitted.

7.8. Distributions Allocable to Nonrecourse Liabilities Share of Excess Nonrecourse Liabilities. For purposes of Section 7.8 hereof, the determination of whether any distribution by the Partnership pursuant to Article 8 hereof is allocable to the proceeds of a nonrecourse liability of the Partnership shall be made by the General Partner under any reasonable method in accordance with Section 1.704-2(h)(3) of the Regulations which, to the extent possible, will prevent any such distribution from ultimately causing an allocation to one or more Partners under Section 7.8 hereof that will result in a distortion of the manner in which the Partners intend to divide Partnership distributions under Articles 8 and 20 hereof.

7.9. Curative Allocations. The allocations set forth in Sections 7.3, 7.4, 7.5, 7.6 and 7.7 hereof (the "Regulatory Allocations") are intended to meet the requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Partners do hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Partners intend to divide Partnership distributions. Accordingly, the General Partner is hereby authorized and directed to divide other allocations of Net Profit and Net Loss among the Partners in any reasonable manner so as to prevent the Regulatory Allocations from distorting the manner in which the Partnership distributions would otherwise be divided among the Partners pursuant to Article 8 or Article 20 hereof. In general, the Partners anticipate that this will be accomplished by specially allocating items of Net Profit and Net Loss among the Partners so that, after such offsetting special allocations are made, the amount of each Partner's capital account will be, to the extent possible, equal to the capital account balance such Partner would have had if the Regulatory Allocations were not a part of this Agreement and all Partnership items had been allocated to the Partners solely pursuant to Sections 7.1 and 7.2 hereof.

ARTICLE 8. DISTRIBUTIONS OF CASH.

8.1. Determination of Cash Flow. The cash flow of the Partnership shall be determined quarterly as of the end of each calendar quarter beginning as soon as practicable following completion of the Project and shall consist of all cash of the Partnership on hand as of the last day of such quarter after the payment of all then due debts and liabilities of the Partnership (including all regularly scheduled payments on any indebtedness secured by the Project) and after any prepayments of debts and liabilities of the Partnership that the General Partner, in its reasonable discretion, elects to cause the Partnership to make (provided, however,

that a Majority Interest must review and approve any proposed prepayments of Partner loans to the Partnership), less (i) any Net Proceeds held by the Partnership on such day and (ii) any reserves reasonably deemed necessary by the General Partner, in accordance with the terms of the Annual Budget, for (A) the repayment of any debts or liabilities of the Partnership, (B) the working capital requirements of the Partnership, (C) capital improvements and major renovations to the Project and the replacement of any worn, inoperative, or obsolete equipment and furnishings used in connection with the operation of the Project, and (D) any contingent or unforeseen liabilities of the Partnership.

8.2. Distribution of Cash Flow. Except as otherwise provided in Section 4.8 and Article 20, the cash flow of the Partnership for each calendar quarter, as determined under Section 8.1, beginning as soon as practicable following completion of the Project, shall be distributed to the Partners by the Partnership on or before the 30th day of the next succeeding calendar quarter (or earlier, if available) in the following manner and in the following order of priority:

8.2.1. First, all cash flow shall be distributed pro rata to the Limited Partners with Contribution Accounts until an amount of such cash flow for such calendar quarter shall have been distributed to the Limited Partners equal to their accrued Investment Preference computed as of the last day of the calendar quarter for which such distribution of cash flow is being made; then

8.2.2. Any remaining cash flow for such calendar quarter shall be distributed to the Partners in proportion to their respective percentage interests in the Partnership, as set forth in Article 3 hereof.

8.3. Distribution of Net Proceeds. Except as otherwise provided in Section 4.8 and Article 20, any Net Proceeds received or collected by the Partnership after the date hereof shall be distributed by the Partnership to the Partners, within ninety (90) days after such Net Proceeds are received or collected, in the following manner and in the following order of priority:

8.3.1. To the establishment of such reserves as the General Partner deems reasonably appropriate and which are approved in the Annual Budget or may otherwise be approved by a Majority Interest for (i) the repayment of any debts and liabilities of the Partnership, (ii) the working capital requirements of the Partnership, (iii) capital improvements and major renovations to the Project, (iv) the replacement of any worn, inoperative, or obsolete equipment or furnishings used in connection with the operation of the Project, and (v) any contingent or unforeseen liabilities of the Partnership; provided, however, that at the expiration of such period as the General Partner deems advisable the balance of such reserves shall be applied in the manner hereinafter provided; then

8.3.2. To the repayment or prepayment of such debts and liabilities of the Partnership, other than any debts of the Partnership to any of the Partners, as the General Partner shall determine to be in the best interest of the Partnership; then

8.3.3. To the repayment or prepayment of any debts of the Partnership to any of the Partners, including accrued and unpaid interest thereon, but excluding any capital contributions; then

8.3.4. To the Limited Partners with Contribution Accounts, in proportion to, and to the extent of their accrued Investment Preference computed as of the date of such distribution; then

8.3.5. To the Limited Partners, in proportion to, and to the extent of, the positive principal balance, if any, standing in the Contribution Accounts of the Limited Partners, computed as of the date of such distribution; then

8.3.6. To the Partners in proportion to their respective percentage interests in the Partnership, as set forth in Article 3 hereof.

Notwithstanding any statement in this Agreement to the contrary, any payments made or reserves retained pursuant to Sections 8.3.1, 8.3.2 or 8.3.3 shall not be considered distributions of cash by the Partnership to its Partners for purposes of maintaining the capital accounts of the Partnership pursuant to Section 4.6 of this Agreement.

8.4. Consent to Distributions. Each of the Partners does hereby consent to the distributions provided for herein and does hereby agree to execute from time to time any amendments to the Certificate of Limited Partnership filed by the Partnership under the laws of the State of Texas or of any other state which the General Partner may determine to be necessary or appropriate to reflect any withdrawal from or reduction in the Limited Partners' contributions to the capital of the Partnership resulting from the distributions provided for herein.

8.5. Tax Withholding. Notwithstanding anything to the contrary contained in Section 4.8, this Article 8, or Article 20, in the event that the Code or any of the Regulations require, the General Partner may withhold and pay over to the Internal Revenue Service cash otherwise distributable to any Limited Partner hereunder, which shall be deemed hereunder to have been distributed to such Limited Partner, and the General Partner shall be authorized to take such other actions as shall be necessary or appropriate for the General Partner to comply with its obligations under the Code and the Regulations. In the event any such payment made by the General Partner to the Internal Revenue Service exceeds the amount of cash otherwise then distributable to the Limited Partners with respect to which such payment is made, the amount of such payment equal to such excess shall constitute an advance to such Limited Partner for which such Limited Partner shall have personal liability and such Limited Partner shall immediately repay such advance to the Partnership, together with interest thereon from the date when such payment is made to the date of repayment at the Advance Rate.

ARTICLE 9. LIMITED LIABILITY OF LIMITED PARTNERS.

9.1. **Partnership Losses and Debts.** Notwithstanding the provisions hereof for the allocation of the Partnership's Net Loss and for the distribution of cash to the Partners by the Partnership, the Limited Partners, except as otherwise provided in Article 4, shall not be required to make any contributions to the capital of the Partnership for the payment of any losses incurred by the Partnership or for any other purposes and the Limited Partners shall not be responsible or obligated to any third parties for any debts or liabilities of the Partnership.

9.2. **Negative Capital Accounts.** The Limited Partners shall not be required to pay to the Partnership or to any other Partner any deficit or negative balance which may exist from time to time in its respective capital accounts as a result of the provisions hereof for the allocation to the Partners of the Partnership's Net Loss and for the distribution of cash to the Partners by the Partnership.

ARTICLE 10. MANAGEMENT OF PARTNERSHIP.

10.1. **Powers and Duties of General Partner.** Subject to the provisions of Section 10.1.1, the General Partner shall be responsible for the management of the Partnership's business and affairs and shall devote such time and effort to the Partnership as it shall deem necessary for the Partnership's welfare and success. Subject to the provisions of Section 10.1.1, the General Partner shall have, and is hereby granted, full and complete power, authority, and discretion to take such action for and on behalf of the Partnership, and in its name, as the General Partner deems necessary or appropriate to carry out the purposes for which the Partnership was organized and which is within the parameters set forth in the Annual Budget. Without limiting the generality of the foregoing, but subject to the provisions of Section 10.1.1 and the Annual Budget, where appropriate the General Partner shall have, without limitation, full and complete power, authority, and discretion, on such terms and conditions as the General Partner shall deem appropriate (i) to acquire the Land and to execute any documents or instruments in connection therewith, including but not limited to all documents in connection with the Development Loan and the opening of Partnership bank accounts, (ii) to have plans and specifications prepared for the Project and to modify, amend, or otherwise change such plans and specifications or the design of the Project, (iii) to borrow money, for and on behalf of the Partnership, representing the Development Loan and any permanent financing for the Project (the permanent financing as Approved by a Majority Interest) from any Partner or third party and to convey, mortgage, pledge, hypothecate, or otherwise transfer, for and on behalf of the Partnership, any part of the assets of the Partnership, including any part of the Project, to secure any loan or loans to the Partnership for any authorized Partnership purpose other than the payment of any construction costs or expenses for which the General Partner is required to make contributions to the capital of the Partnership under Section 4.4, (iv) to make application, for and on behalf of the Partnership, for all governmental licenses and permits required in connection with the acquisition, development, construction, operation, and rental of the Project, (v) to make application for and to prosecute for and on behalf of the Partnership zonings and rezonings of all or any part of the Land, including, without limitation, variances, special use permits, permits for non-conforming uses, and other similar licenses and permits, (vi) to grant easements, for and on behalf of the Partnership, or otherwise to enter into agreements, for and on behalf of the Partnership, with respect to utility services and utility distribution lines crossing

or serving the Project, (vii) to grant, declare, or establish easements, for and on behalf of the Partnership, or otherwise to enter into agreements, for and on behalf of the Partnership, with respect to the use of any cable television facilities, utility lines, storm or sanitary sewers, roadways, driveways, parking areas, common areas, recreational facilities or amenities, including any of such which may now or hereafter be constructed upon the Land, (viii) to employ any person, firm, or corporation, for and on behalf of the Partnership, to render services to the Partnership, including any person, firm, or corporation related to or affiliated with the General Partner or in which the General Partner has an interest, provided such services are provided at reasonable market rates, (ix) to execute and deliver, for and on behalf of the Partnership, leases relating to the leasing of space in the Project and (x) to execute and to deliver, for and on behalf of the Partnership, any contracts, agreements, promissory notes, mortgages, deeds to secure debt, deeds of trust, security agreements, assignments of leases, loan agreements, financing statements, warranty deeds, affidavits, closing statements, assignments, leases, rental agreements, or other instruments or documents required in connection with, or which, in the opinion of the General Partner, facilitate (A) the consummation of the Development Loan and any permanent financing for the Project, (B) the consummation of any lease or rental of any part of the assets of the Partnership, in the ordinary course of business, including any part of the Project, (C) the performance and discharge of any covenant, obligation or duty of the General Partner or of the Partnership under this Agreement, or (D) the acquisition of the Land or development, construction, management, operation, and rental of the Project or any part thereof or the zoning or rezoning of all or any part of the Land in the ordinary course of business.

10.1.1. Limitations on Power and Authority of General Partner. Anything to the contrary set forth in this Agreement notwithstanding, except with the Approval of a Majority Interest, the General Partner shall not take any of the following actions:

10.1.1.1. Dispositions. Sell, exchange, convey or otherwise transfer, other than tenant leases in the ordinary course of business, all or any portion or any interest in the Partnership's property.

10.1.1.2. Secured Financings. Except for the Development Loan, further encumber the Project or any part thereof.

10.1.1.3. Purchases. Purchase, lease, contract to purchase, or exercise any option for the purchase of real property.

10.1.1.4. Loan Documents. Amend, supplement, modify or terminate in any material adverse way any of the loan documents to which the Partnership is from time to time bound.

10.1.1.5. Capital Expenditures. Incur any unbudgeted expenditure for non-emergency capital repairs, replacements, renovation or improvements, the cost of which exceeds \$25,000.00, or which, together with other capital expenditures of which such capital expenditure is a part of a series of related capital expenditures, exceeds \$50,000.00 in any Fiscal Year.

10.1.1.6. Borrowings. Other than the Development Loan, borrow money or execute any promissory note, evidence of indebtedness or guaranty or the like in the name of or on behalf of the Partnership in connection with loans in excess of budgeted amounts.

10.1.1.7 Loans. Except as otherwise expressly provided herein, loan any money to the Partnership or cause an affiliate of the General Partner to loan any money to the Partnership.

10.1.1.8. Rezoning. Initiate, acquiesce in, or prosecute any rezoning application affecting all or any part of the Land.

10.1.1.9. Condominium. Subject all or any part of the Land to any condominium, townhome, cooperative or similar arrangement of ownership.

10.1.1.10. Violations. Do any act and contravention of this Agreement.

10.1.1.11. Impossibility. Do any act which would make it impossible to carry on the ordinary business of the Partnership.

10.1.1.12. Confessions. Confess a judgment against the Partnership.

10.1.1.13. Partnership Purpose. Possess Partnership property or assign any rights in Partnership property for other than a Partnership purpose.

10.1.1.14. Admissions. Except as permitted in this Agreement, admit any individual or entity as a Partner.

10.1.1.15. Demolitions or Alterations. Demolish or alter the Project in any material respect.

10.1.1.16. Other Contracts. The entering into of any contract or agreement which is for a term of more than twelve (12) months or which involves value greater than \$10,000.00 to be paid or received by the Partnership except as set forth in the Annual Budget which has been approved by a Majority Interest.

10.1.1.17. Other Actions. Take any other action the authority for which Approval is expressly reserved in this Agreement or which inconsistent with the purposes of the Partnership enumerated herein.

10.2. Compensation for Services. Other than as otherwise set forth herein, the General Partner shall not receive any compensation from the Partnership for its services as the managing general partner of the Partnership. However, the Partnership shall reimburse the General Partner for direct costs and expenses incurred by it solely for the benefit of the Partnership.

10.3. Limited Partners. Except with respect to matters set forth in Section 10.1.1, no Limited Partner shall participate in the management of the Partnership's business and affairs or shall have any right or authority to act for or to bind the Partnership.

10.4. Liability of General Partner. So long as the General Partner shall act in good faith with respect to the conduct of the business and affairs of the Partnership, the General Partner shall not be liable or accountable to the Partnership or to any of the Partners, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which it or he may do or refrain from doing in connection with the business and affairs of the Partnership, except in the case of intentional misconduct or gross negligence, a knowing violation of law, any transaction in which the General Partner receives a personal benefit in violation or breach of any provision of this Agreement, or bad faith in failing to perform its or their duties hereunder.

10.5. Indemnity. The Partnership shall indemnify the General Partner against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) reasonably incurred by the General Partner in any civil, criminal, or investigative proceeding in which they are involved or threatened to be involved by reason of such General Partner's being a partner of the Partnership, provided that the General Partner acted in good faith, within what it reasonably believed to be the scope of its authority and for a purpose which it reasonably believed to be in the best interests of the Partnership or the Partners; provided, however, that the Partnership shall not be required to indemnify the General Partner for any loss, expense, or damage which it may suffer as a result of its intentional misconduct or gross negligence, bad faith in failing to perform its or their duties hereunder, any knowing violation of law, or any transaction in which the General Partner receives a personal benefit in violation or breach of any provision of this Agreement; and provided further that any such indemnity shall be limited to the assets of the Partnership.

10.6. Other Activities of Partners. Each Partner and its principals, officers, directors, employees and shareholders, in its or his individual capacity or otherwise, shall be free to engage in, to conduct, or to participate in any business or activity whatsoever, including, without limitation, the acquisition, development, management, rental, sale, and exploitation of real property, without any accountability, liability, or obligation whatsoever to the Partnership or to any Partner, even if such business or activity competes with or is enhanced by the business of the Partnership. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any such ventures of any Partner or its principals, officers, directors, employees or shareholders.

10.7. Employment of Manager. The Partnership shall initially employ Wayne H. Johnson or an Affiliate to supervise, manage and lease the Project pursuant to a Management Agreement approved by the General Partner.

10.8. Retention of Legal Advisor; Title Premiums. The Partners acknowledge by their execution of this Agreement that Kane, Russell, Coleman & Logan, P.C. has not provided legal services to the Partnership. Each Partner is advised to retain its separate legal counsel in connection with the Project and the execution of this Agreement. Raymond J. Kane is the President of the General Partner and shall receive a fee, in his individual capacity, from

the company providing title insurance services in connection with title insurance coverage for the Partnership in the approximate amount of \$8,000.00. No other fees have been received by Affiliates of the Partners in connection with the acquisition of the Land.

ARTICLE 11. INVESTMENT REPRESENTATIONS OF THE LIMITED PARTNERS.

11.1. Authorization of Agreement. Each Limited Partner represents and warrants that the execution, delivery and performance by it of this Agreement has been duly authorized by all requisite action on the part of such Limited Partner.

11.2. Validity. Each Limited Partner represents and warrants that this Agreement has been duly executed and delivered by such Limited Partner and constitutes the legal, valid and binding obligation of such Limited Partner, enforceable against such Limited Partner in accordance with its terms (subject, as to enforceability, to general equity principles and to applicable bankruptcy, reorganization, insolvency and similar laws and moratorium laws from time to time in effect).

11.3. Investment Intent. Each Limited Partner represents and warrants to the Partnership and to the General Partner that such Limited Partner has acquired such Limited Partner's respective interest in the Partnership for investment purposes solely for its own account with the intention of holding such interest for investment, without any intention of participating directly or indirectly in any distribution (as defined in the federal securities laws) of any portion of such interest, and without the financial participation of any other person in acquiring such Limited Partner's interest in the Partnership.

11.4. Securities Restrictions on Transfer. Each Limited Partner acknowledges that it is aware that its interest in the Partnership has not been registered (i) under the Securities Act of 1933, as amended (the "Federal Act"), (ii) under the Texas Securities Act, as amended (the "Texas Act"), or (iii) under any other state securities laws. Neither the interests nor any part thereof may be offered for sale, pledged, hypothecated, sold, assigned, or transferred at any time except in compliance with the terms and conditions of Article 16 of this Agreement and (A) pursuant to an effective registration statement under the Federal Act or in a transaction which is exempt from registration under the Federal Act or for which such registration otherwise is not required, (B) pursuant to an effective registration statement under the Texas Act, as the case may be, or in a transaction which is exempt from registration under the Texas Act, as the case may be, or for which such registration otherwise is not required, and (C) pursuant to an effective registration statement under any other applicable state securities laws or in a transaction which is exempt from registration under such securities laws or for which such registration otherwise is not required. Each Limited Partner further understands and acknowledges that its representations and warranties contained in this Article 11 are being relied upon by the Partnership and by the General Partner as the basis for the exemption of the purchase of such interest in the Partnership from the registration requirements of the Federal Act, of the Texas Act and of all other state securities laws. Each Limited Partner further acknowledges that the Partnership will not and has no obligation to recognize any sale, transfer, or assignment of all or any part of the Limited Partner's interest in the Partnership to any person unless and until the provisions of Article 16 have been fully satisfied.

11.5. Access to Information. Each Limited Partner acknowledges that prior to its execution of this Agreement, it received a copy of this Agreement and other documents relating to the organization of the Partnership and the conduct of its business and affairs, including but not limited to that certain project information package entitled "American Home Self Storage I - Self Storage Project" dated January 31, 1996 and that it has examined such information or caused such information to be examined by its representative or attorney. Each Limited Partner further acknowledges that it or its representative or attorney is familiar with the Partnership's plans to acquire, finance, develop, construct, manage, and operate the Land and the Project and that it does not desire any further information or data relating to the Partnership or the General Partner.

11.6. Nature of Investment. Each Limited Partner acknowledges that it is knowledgeable and experienced in the making of investments of this type and understands that the purchase of its respective interest in the Partnership is a speculative investment involving a high degree of risk and does hereby represent that it has a net worth sufficient to bear the economic risk of its investment in the Partnership and to justify its investing in a highly speculative venture of this type.

11.7 Accredited Investor. Each Limited Partner represents and warrants that he, she or it is an "Accredited Investor" as that term is defined in Regulation D as promulgated by the Securities and Exchange Commission under the Federal Act.

ARTICLE 12. POWER OF ATTORNEY.

12.1. Grant of Power. Each Limited Partner does hereby irrevocably constitute and appoint the General Partner as its true and lawful attorney, in its name, place, and stead, to make, execute, consent to, swear to, acknowledge, record, and file:

12.1.1. A Certificate of Limited Partnership under the applicable laws of the State of Texas and under the applicable laws of any other jurisdiction in which the General Partner deems such filing to be necessary or desirable;

12.1.2. Any certificate or other instrument which may be required to be filed by the Partnership or the Partners under the laws of the State of Texas and/or under the applicable laws of any other jurisdiction to the extent the General Partner deems such filing to be necessary or desirable;

12.1.3. Any and all amendments or modifications to said Certificate or to any other instrument described above or to this Agreement in connection with any transfer of any interest in the Partnership effected in accordance herewith, in connection with the conversion of an interest of a general partner to that of a limited partner effected in accordance herewith, in connection with the extension of the term of the Partnership until December 31, 2052, in accordance herewith, or which are in the best interest of the Partnership, in the opinion of the General Partner, and do not constitute a material change of any substantive term or provision of this Agreement; and

12.1.4. All certificates and other instruments which may be required to effectuate the dissolution, liquidation, and termination of the Partnership pursuant to the provisions of this Agreement.

12.2. Irrevocability of Power. The grant of a power of attorney to the General Partner pursuant to this Agreement is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of any of Limited Partners or the assignment of their respective interest in the Partnership.

ARTICLE 13. BANKING.

The funds of the Partnership shall be kept in one or more separate bank accounts in the name of the Partnership in such banks or other federally insured depositories as may be designated by the General Partner or shall otherwise be invested in the name of the Partnership in such manner and upon such terms and conditions as the General Partner deems appropriate. No funds shall be deposited in any of such accounts other than funds of the Partnership, and no funds shall be commingled with the Partnership's funds (a common investment account shall not be deemed a commingling so long as the Partnership's funds therein are separately accounted for). All withdrawals from any such bank accounts or investments established by the General Partner hereunder shall be made on such signature or signatures as may be designated by the General Partner.

ARTICLE 14. ACCOUNTING AND ANNUAL BUDGET.

14.1. Method of Accounting. The Partnership's books of account shall be maintained, and its income, gains, losses, and deductions shall be determined and accounted for, in accordance with such method of accounting as may be adopted for the Partnership by the General Partner and as approved by a Majority Interest.

14.2. Financial and Operating Statements and Tax Information. The General Partner shall promptly furnish to each Limited Partner copies of the annual financial statements for the Project and the Partnership. The General Partner shall also prepare and deliver to each Limited Partner, or shall cause to be prepared and delivered to each Limited Partner, promptly at the end of each Fiscal Year of the Partnership, an information return containing sufficient information and data with respect to the operation of the Partnership for such Fiscal Year to enable such Partner to prepare such Partner's federal, state, and local income tax returns in accordance with then applicable laws, rules, and regulations. The Partnership shall provide to the Limited Partners a copy of the federal and state income tax returns for the Partnership for such year fifteen (15) days prior to filing.

14.3. Location of and Access to Books of Account. The Partnership's books of account shall be kept at such locations as may be designated by the General Partner, and each Limited Partner shall at all reasonable times during business hours have access thereto. In addition, the General Partner shall make available to each Limited Partner or its designees at all reasonable times during business hours all books and records of the Partnership, including all invoices for labor and materials used in the development and construction of the Project.

14.4. Tax Matters Partner. Pursuant to Section 6231(a)(7)(A) of the Code, the Partners hereby designate the General Partner as the Partnership's "tax matters partner", and it is thereby authorized and required to represent the Partnership, at the Partnership's expense, in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the tax matters partner in connection with such proceedings. Notwithstanding the above, the tax matters partner shall not take any of the following actions without first obtaining the approval of a Majority Interest:

- (a) Enter into a settlement agreement with the Internal Revenue Service which purports to bind the Partners other than the tax matters partner;
- (b) File a petition as contemplated in Code Section 6226(a) or Code Section 6228;
- (c) Intervene in any action as contemplated in Code Section 6226(b)(5);
- (d) File any request contemplated in Code Section 6227(b); and
- (e) Enter into an agreement extending the period of limitations as contemplated in Code Section 6229(b)(1)(B).

The provisions of this Section 14.4 shall survive the termination of the Partnership or the termination of any Partner's Partnership Interest and shall remain binding on the Partners for a period of time necessary to resolve with the Internal Revenue Service any and all matters regarding the U.S. federal income taxation of the Partnership.

ARTICLE 15. ADMISSION OF PARTNERS.

15.1. Additional Limited Partners. Except as otherwise provided in Article 16, no other Person shall be admitted to the Partnership as a limited partner without Approval of the General Partner and a Majority Interest of the Limited Partners.

15.2. Additional General Partners. Except as otherwise provided in Article 16, no other Person shall be admitted to the Partnership as a general partner without the Approval of a Majority Interest of the Limited Partners.

ARTICLE 16. TRANSFERS OF PARTNERSHIP INTERESTS.

16.1. Transfer of Interest of Limited Partners. No Limited Partner shall transfer all or any part of such Limited Partner's interest in the Partnership without the Approval of all Partners and complying with the terms of this Article 16. Notwithstanding anything contained herein to the contrary, a Limited Partner may transfer the economic attributes of all or a part of its interest in the Partnership (but not the right to vote) without the approval of any other

Partner to a family member (spouses and direct lineal descendants and ascendants), to a trust of which the majority of the beneficiaries are family members or to a Person who is under the control of such Limited Partner. Any transfer made pursuant to this Section 16.1 unless consented to by all Partners shall be solely of the economic attributes of the interest in the Partnership that is transferred. Unless the transferee becomes a substitute limited partner pursuant to the terms of this Agreement, such transferee shall not be entitled to any rights granted to a Limited Partner hereunder, other than the right to receive all or part of the share of the profits, losses, and other items of income, gain, loss and deduction, cash distributions, or returns of capital to which his transferor would otherwise be entitled.

16.2. Transfer Documentation. Any purported transfer by a Limited Partner of all or any part of such Limited Partner's interest in the Partnership shall be valid and effective only if the transferring Limited Partner and such Limited Partner's transferee (i) execute, acknowledge, and deliver to the Partners such instruments of transfer and assignment as are in form and substance satisfactory to counsel for the Partnership, and (ii) furnish to the General Partner an opinion of counsel that (A) the transferring Limited Partner's interest in the Partnership has been registered for sale under the Federal Act and under any applicable state securities laws or that such registration under the Federal Act and under any applicable state securities laws is not required and (B) such transfer will not result in the Partnership being considered to have terminated within the meaning of the Code.

16.3. Substituted Limited Partner. In the event a Limited Partner transfers all or any part of such Limited Partner's interest in the Partnership in compliance with the provisions of Sections 16.2, the transferee of such Limited Partner shall not have the right to become a substituted limited partner of the Partnership unless the transferring Limited Partner has given such Limited Partner's transferee such right and unless:

16.3.1. the transferring Limited Partner and such Limited Partner's transferee execute and deliver such instruments as counsel for the Partnership deems necessary or desirable to effect such substitution;

16.3.2. all of the Partners consent to the admission of such transferee as a Substitute Limited Partner of the Partnership (which consent may be withheld in a Partner's sole discretion);

16.3.3. such transferee accepts and agrees in writing to be bound by all of the terms and provisions of this Agreement; and

16.3.4. such transferee pays all reasonable expenses connected with such substitution.

16.4. Transfer of General Partner's Interest. The General Partner hereby covenants and agrees that it will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate, or otherwise dispose of all or any part of its interest in the Partnership to any person, firm, corporation, or other entity, without first having obtained the Approval of all of the Limited Partners to any such proposed disposition.

16.5. Permitted Transfer of General Partner's Interest. In the event the General Partner transfers full and complete ownership of all or any part of its interest in the Partnership in compliance with the provisions of Section 16.4, the Partnership shall continue and the transferee of such interest shall be admitted to the Partnership as a general partner with the same percentage interest in the Partnership, the same obligations with respect to contributions to the capital of the Partnership, the same rights and obligations to participate in the management of the Partnership, the same rights in and to all distributions made by the Partnership, in liquidation or otherwise, the same rights with respect to any loans made by the General Partner to any Delinquent Partner pursuant to Article 5, and the same share of the Partnership's Net Profit, Net Loss, Net Proceeds, and any specially allocated items of income and deduction as the General Partner had with respect to the transferred interest in the Partnership. Any such transferee shall be subject to the terms and conditions of this Agreement and shall promptly execute and deliver to the Partnership such documents as may be necessary or appropriate, in the opinion of counsel for the Partnership, to reflect such transferee's admission to the Partnership as a general partner and such transferee's agreement to be bound by all of the terms and conditions of this Agreement.

ARTICLE 17. WITHDRAWALS.

Withdrawal of General Partner. The General Partner does hereby covenant and agree that it will not withdraw or retire from the Partnership and that it will carry out its duties and responsibilities as the general partner of the Partnership until (i) the Partnership is dissolved, liquidated, and terminated under Article 20 or (ii) it transfers its entire interest in the Partnership pursuant to Article 16.

ARTICLE 18. DISABLING EVENTS AND GENERAL PARTNER DEFAULT.

If (i) the Partnership or the General Partner suffers or causes a Disabling Event and if a Majority Interest elect under Subsection 20.1.3 to continue the Partnership notwithstanding the happening of such Disabling Event, or (ii) the General Partner defaults in its obligations under the provisions of Section 10.1.1 hereof and such default remains uncured for a period of thirty (30) days after the date upon which the General Partner receives Notice from another Partner of such default, then such General Partner's entire interest in the Partnership shall be converted into the interest of a limited partner of the Partnership effective as of the date of the happening of the Disabling Event or the date on which the General Partner fails to cure such default, as the case may be, and the General Partner or its successor in interest, as the case may be, shall become a limited partner of the Partnership as of such date without any rights or obligations to participate in the management of the Partnership but with the same rights to transfer its interest in the Partnership as the Limited Partners have with respect to their respective interests in the Partnership under Article 16 hereof and with the same percentage interests in the Partnership, the same obligations with respect to contributions to the capital of the Partnership, the same rights in and to all distributions made by the Partnership, in liquidation or otherwise, the same rights with respect to any loans made by the General Partner to any Delinquent Partner pursuant to Article 5, and the same share of the Partnership's Net Profit, Net Loss, Net Proceeds, and any specially allocated items of income and deduction as the General Partner had with respect to its interest in the Partnership as a general partner of the Partnership.

**ARTICLE 19. DEATH, LEGAL INCOMPETENCY, OR
BANKRUPTCY OF A LIMITED PARTNER.**

The death, legal incompetency, or bankruptcy of a Limited Partner shall not terminate the Partnership, and in the event the deceased, incompetent, or bankrupt Limited Partner's interest in the Partnership passes to a successor in interest of such Limited Partner, such successor in interest shall succeed to the deceased, incompetent, or bankrupt Limited Partner's entire interest (except the right to vote) in the Partnership and shall have the same percentage interest in the Partnership, the same obligations with respect to contributions to the capital of the Partnership, the same rights in and to all distributions made by the Partnership, in liquidation or otherwise, the same rights with respect to any decisions made by the deceased, incompetent, or bankrupt Limited Partner to the Partnership pursuant to Section 10.4 or otherwise, to any Delinquent Partner pursuant to Article 5, and the same share of the Partnership's Net Profit, Net Loss, Net Proceeds, and specially allocated items of income and deduction as the deceased, incompetent, or bankrupt Limited Partner had with respect to such Limited Partner's interest in the Partnership. In the event a successor in interest of a Limited Partner is admitted to the Partnership as a limited partner hereunder, such successor shall promptly, upon demand of the Partnership, execute and deliver to the Partnership, and does hereby irrevocably constitute and appoint the General Partner, as his or its true and lawful attorney to execute and to deliver to the Partnership for and on such transferee's behalf, all documents that may be necessary or appropriate, in the opinion of counsel for the Partnership, to reflect such transferee's admission to the Partnership as a limited partner and his or its agreement to be bound by all of the terms and conditions of this Agreement.

**ARTICLE 20. DISSOLUTION, LIQUIDATION, AND
TERMINATION OF PARTNERSHIP.**

20.1. Dissolving Events. The Partnership shall be dissolved, liquidated, and terminated in the manner hereinafter provided upon the happening of any of the following events:

20.1.1. the unanimous agreement of the Partners to terminate the Partnership;

20.1.2. the sale by the Partnership of the entire Project and the collection of all amounts derived from any such sale or sales, including all amounts payable to the Partnership under any promissory notes or other evidences of indebtedness derived by the Partnership from any such sale or sales;

20.1.3. the happening of a Disabling Event to the last remaining General Partner, unless a Majority Interest (i) elects, within the ninety (90) day period immediately following the happening of such Disabling Event, to continue the Partnership and (ii) within such ninety (90) day period, a Majority Interest elects and admits, effective as of the date of the Disabling Event, a new general partner for the Partnership;

20.1.4. December 31, 2042, provided such date may be extended to any date not later than December 31, 2052, upon the Approval of the General Partner and the Approval of a Majority Interest.

20.2. Method of Liquidation. Upon the happening of any event specified in Section 20.1 which requires the Partnership to be dissolved, liquidated, and terminated, the Partnership's assets shall be converted into cash, and notwithstanding any contrary provisions of law, all cash held by the Partnership at the time of the happening of such event and all cash received by the Partnership after the happening of such event shall be applied and distributed as follows:

20.2.1. To the establishment of such reserves as the General Partner reasonably deems appropriate which are in accordance with the terms of the Annual Budget for any contingent or unforeseen liabilities of the Partnership; provided, however, that at the expiration of such period as the General Partner deems advisable, the balance of such reserves shall be distributed to the Partners in the manner hereinafter provided; then

20.2.2. To the repayment of debts and liabilities of the Partnership, other than debts and liabilities to any of the Partners; then

20.2.3. To the repayment of debts and liabilities of the Partnership to any of the Partners, including accrued and unpaid interest thereon, but excluding capital contributions; then

20.2.4. To the Limited Partners with Contribution Accounts, in proportion to, and to the extent of their respective accrued Investment Preference computed as of the date of such distribution; then

20.2.5. To the Limited Partners, in proportion to, and to the extent of, the positive principal balance, if any, standing in the Contribution Accounts, computed as of the date of such distribution; then

20.2.6. To the Partners in proportion to, and in payment of, their respective capital accounts in the Partnership as of the date of such distribution, as adjusted and computed pursuant to Section 4.6 as of the date of such distribution; then

20.2.7. To the Partners in proportion to their respective percentage interests in the Partnership, as set forth in Article 3 hereof.

20.3. Reasonable Time for Liquidation. A reasonable time shall be allowed for the orderly liquidation of the Partnership's assets pursuant to Section 20.2 above in order to minimize the risk of loss which might be attendant upon such a liquidation.

20.4. Date of Termination. The Partnership shall be terminated when all of its assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Partnership from such conversion of its assets have been collected or otherwise converted into cash, and all such cash, together with any other cash held by the Partnership, has

been applied and distributed in accordance with the provisions of Section 20.2. The establishment of any reserves pursuant to Section 20.2 shall not have the effect of extending the term of the Partnership, but any such reserves shall be applied and distributed in the manner provided in such Section upon expiration of the period of such reserve.

ARTICLE 21. BUY-SELL AGREEMENT

21.1 **Buy-Sell Agreement.** At any time from and after the date hereof, any Partner (the "Initiating Partner") may give a notice (the "Buy-Sell Notice") to the other Partners (the "Receiving Partners") initiating the buy-sell procedures outlined herein. The Buy-Sell Notice shall set forth an amount (the "Buy-Sell Amount"). The Receiving Partners shall have a period of thirty (30) days from receipt of the Buy-Sell Notice to elect to either purchase the percentage interest in the Partnership of the Initiating Partner or to sell to the Initiating Partner the percentage interests in the Partnership of the Receiving Partners. If some of the Receiving Partners shall elect to buy and some shall elect to sell, then the Receiving Partners electing to buy shall buy the percentage interests in the Partnership of the Initiating Partner and the Receiving Partners electing to sell. The purchasing Partners (the "Purchasing Partners") shall purchase the percentage interests in the Partnership of the selling Partners (the "Selling Partners") in such proportion as they may agree, and if they can't agree, then in proportion to their percentage interests in the Partnership as of the date of the Buy-Sell Notice. Any Receiving Partner making no election shall be deemed to have elected to sell and thereby become a Selling Partner. The Partners shall be bound by the decision of the Receiving Partners. The price (the "Price") to be paid to each Selling Partner by the purchasing Partners shall be the amount the Selling Partner would receive if all of the Partnership's assets were sold for the Buy-Sell Amount and the Partnership then liquidated pursuant to the provisions of Section 20.2 above. The purchase and sale of the Selling Partner's percentage interest in the Partnership shall take place (i) if the General Partner or the Founding Limited Partners is the Purchasing Partner, within sixty (60) days of the date that the Receiving Partners have elected to purchase or sell or were deemed to have elected to sell and (ii) if the General Partner or the Founding Limited Partners is the Selling Partner, within ninety (90) days of the date that the Receiving Partners have elected to purchase or sell or were deemed to have elected to sell. In the event the Founding Limited Partners are a Selling Partner under the provisions of this Section 21.1, in addition to the Price to be paid to it, the Purchasing Partners will obtain the release, if appropriate, of the guarantees of the Development Loan by the Founding Limited Partners and any of its Affiliates. Notwithstanding anything contained herein to the contrary, if a Founding Limited Partner is the Initiating Partner, then any Receiving Partner electing to sell must be paid all accrued Investment Preference and the positive balance of its Contribution Account as a condition of such sale.

In the event the Purchasing Partners fail to consummate the purchase and sale contemplated herein within the sixty day period or ninety day period, as applicable (herein, the "Initial Closing Date"), the Selling Partners, at their option and by delivery of a notice (the "Defaulting Purchase Notice") to the Purchasing Partners within thirty (30) days after the Initial Closing Date, shall have the right to purchase the Purchasing Partners' percentage interests in the Partnership (herein the "Defaulting Purchase Right") at a price equal to seventy-five percent (75%) of the Buy-Sell Amount. The purchase and sale pursuant to the exercise of a Defaulting Purchase Right shall take place within ninety (90) days after the Initial Closing Date.

ARTICLE 22. GENERAL PROVISIONS.

22.1. **Waiver of Right of Partition.** Each of the Partners does hereby agree to and does hereby waive any right such Partner may otherwise have to cause the Project to be partitioned among the Partners or to file any complaint or to institute any proceeding at law or in equity seeking to have the Project partitioned.

22.2. **Notices.** Whenever any Notice is required or permitted hereunder, such Notice shall be in writing and shall be (as elected by the party giving such Notice) (i) delivered in person, (ii) sent by U.S. registered or certified mail, return receipt requested, postage prepaid, (iii) sent by U.S. Express Mail, postage prepaid, or (iv) delivered by a domestic or an international air courier service, at the address set forth below their signature. The address for the Partnership shall be the same as for the General Partner. Except as expressly stated otherwise in this Agreement, any Notice delivered in person or by air courier shall be deemed effectively given when delivered, and Notice mailed as hereinabove provided shall be deemed effectively given on the date of receipt.

22.3. **Modifications.** No change or modification of this Agreement shall be valid or binding upon a Partner, nor shall any term or condition of this Agreement be considered waived by a Partner, unless such change, modification, or waiver is in writing and is signed by such Partner, provided the General Partners shall be authorized to amend this Agreement, without the Approval of any other Partner, with respect to any matter described in Subsection 12.1.3.

22.4. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Partners, their respective legal representatives, transferees, heirs, successors, and assigns.

22.5. **Duplicate Originals.** For the convenience of the Partners, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

22.6. **Construction.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The titles of the Articles, Sections, and Subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
AMERICAN HOME SELF STORAGE I, LTD.**

FILED
In the Office of the
Secretary of State of Texas

JAN 30 1996

CORPORATIONS SECTION

This Certificate of Limited Partnership dated as of January 29, 1996, has been duly executed and is filed pursuant to section 2.01 of the Texas Revised Limited Partnership Act (the "Act") to form a limited partnership under the Act.

1. **Name.** The name of the limited partnership is American Home Self Storage I, Ltd.

2. **Registered Office; Registered Agent.** The address of the registered office required to maintained by section 1.06 of the Act is:

3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207

The name and the address of the registered agent for service of process required to be maintained by section 1.06 of the Act are:

Raymond J. Kane
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207

3. **Principal Office.** The address of the principal office in the United States where records are to be kept or made available under section 1.07 of the Act is:

3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207

4. **General Partner.** The name, the mailing address, and the street address of the business of the general partner are:

American Home Self Storage, Inc.
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-7207

EXECUTED as of the date written first above.

**AMERICAN HOME SELF STORAGE I, LTD.,
a Texas limited partnership**

By: **AMERICAN HOME SELF STORAGE, INC.,
a Texas corporation,
general partner**

By:

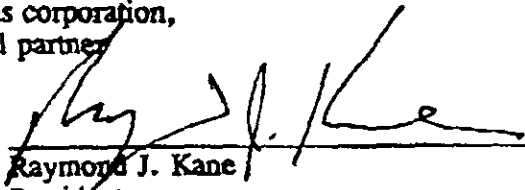

Raymond J. Kane
President

EXHIBIT "B"

DESCRIPTION OF LAND

BEING all that certain lot, tract or parcel of land situated in the City of Dallas, Dallas County, Texas, and being known as Lot 1B and part of Lot 1C in Block A/2476 of LEMMONWOOD SHOPPING CENTER, an addition to the City of Dallas, Texas as recorded in Volume 93157 at Page 4041 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set for the Southeast corner of said Lot 1C in Block A/2476 in the West line of a 20 foot alley, said point also being the Northeast corner of Lot 3B in Block A/2476;

THENCE North 45° 00' 00" West along the common line of Lot 1C and Lot 3B, a distance of 192.18 feet to a 5/8" iron rod set for the Northwest corner of said Lot 3B, said point being the beginning of a curve to the left having a central angle of 06° 36' 45" and a radius of 1038.50 feet whose center bears South 77° 03' 45" West, and whose chord bears North 16° 14' 38" West at 119.79 feet;

THENCE Northerly along said curve to the left an arc distance of 119.86 feet to a 5/8" iron rod set for corner, said point being the beginning of a curve to the left having a central angle of 21° 47' 15" and a radius of 210.0 feet whose center bears North 48° 39' 45" East and whose chord bears North 30° 26' 37" West ;

THENCE Northwesterly along said curve to the left an arc distance of 79.86 feet to a 5/8" iron rod set for corner, said point being in the common line of Lot 1C and Lot 1D in Block A/2476;

THENCE North 45° 00' 00" East along the common lines of Lot 1C and Lot 1D a distance of 9.39 to a 5/8" iron rod set for a common corner of said Lot 1C and Lot 1D;

THENCE North 45° 00' 00" West and continuing along the common line of Lot 1C and Lot 1D a distance of 41.00 feet to a 5/8" iron rod set for corner;

THENCE North 45° 00' 00" East and continuing along the common line of Lot 1C and Lot 1D a distance of 31.00 feet to a 5/8" iron rod set for corner;

THENCE North 45° 00' 00" West and continuing along the common line of Lot 1C and Lot 1D a distance of 226.33 feet to a 5/8" iron rod set for corner in the East line of Inwood Road, said point being in a curve to the left having a central angle of 9° 05' 52" and a radius of 720.54 feet whose center bears North 56° 45' 17" West, and whose chord bears North 28° 41' 47" East at 114.29 feet;

THENCE Northeasterly along the East line of said Inwood Road an arc distance of 114.41 feet to a 5/8" iron rod set for corner, said point being the Southwest corner of Lot 1A and the Northwest corner of Lot 1C;

THENCE South 45° 00' 00" East along the common line of Lot 1A and Lot 1B a distance of 223.68 feet to an "x" set in concrete for the Southeast corner of said Lot 1A;

THENCE North 45° 00' 00" East along the common line of Lot 1A and Lot 1B a distance of 183.00 feet to a 5/8" iron rod found for corner at the Northwest corner of said Lot 1B, said point being in the Southwest line of a 20 foot alley;

THENCE South 45° 00' 00" East along the Southwest line of said 20 foot alley a distance of 110.96 feet to a 2" brass monument found for the beginning of a curve to the right having a central angle of 40° 00' 00" and a radius of 45.00 feet whose center bears South 45° 00' 00" West and whose chord bears South 25° 00' 00" East at 30.78 feet;

THENCE Southeasterly along said curve to the right and the Southwest line of said 20 foot alley a distance of 31.42 feet to a 2" brass monument found for corner;

THENCE South 5° 00' 00" East along the Southwest line of said 20 foot alley a distance of 383.53 feet to a 1/2" iron rod found for corner, said point being the beginning of a curve to the right having a central angle 50° 00' 00" and a radius of 45.00 feet whose center bears South 85° 00' 00" West and whose chord bears South 20° 00' 03" West at 38.03 feet;

THENCE Southwesterly along said curve to the right an arc distance of 39.27 feet to a 1/2" iron rod found for corner;

THENCE South 45° 00' 00" West along the Northwest line of said 20 foot alley a distance of 119.13 feet to the PLACE OF BEGINNING AND CONTAINING 3.3833 ACRES OF LAND, more or less.

EXHIBIT "A"**LIMITED PARTNERS**

<u>PARTNERS NAME</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>GENERAL PARTNER:</u> American Home Self Storage, Inc.	\$100	1.00%
<u>FOUNDING LIMITED PARTNERS:</u> Artisan Management I, Ltd. Eliot B. Barnett Wayne H. Johnson	\$100 \$100 \$100	16.50% 17.50% 5.00%
<u>NON-FOUNDING LIMITED PARTNERS:</u> Raymond J. Kane Ebar II Limited Partnership Gil J. Besing Joe C. Longbotham Charles D. Milos Mark Wismer Jeffrey S. Ellerman Patrick V. Stark Kevin Boyd The Katbird Company, L.P. Barnett Family Partnership # 2 Michael H. Barnes Dennis Stoutenburgh	\$164,600 \$100,000 \$57,500 \$57,500 \$57,500 \$57,500 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$25,000 \$10,000	12.66% 7.68% 4.43% 4.43% 4.43% 4.43% 3.85% 3.85% 3.85% 3.85% 3.85% 1.92% 0.77%
TOTALS	\$780,000	100.00%

SIGNATURE PAGE

THIS DOCUMENT IS THE SIGNATURE PAGE TO THE LIMITED PARTNERSHIP AGREEMENT FOR AMERICAN HOME SELF STORAGE I, LTD. DATED EFFECTIVE JANUARY 31, 1996 AND IS TO BE ATTACHED THERETO AT WHICH TIME IT SHALL BECOME AN INTEGRAL PART OF SUCH AGREEMENT.



Dennis Stoutenburgh

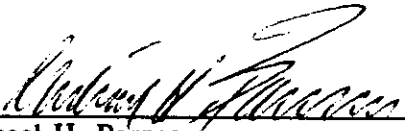
ADDRESS:

2804 ROSEDALE AVE.

DALLAS, TX. 75205

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Michael H. Barnes

ADDRESS:

3316 Greenbrier

Dallas, TX 75225

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BARNETT FAMILY PARTNERSHIP # 2,
a Texas general partnership

By: Laurie B. Werner
Laurie B. Werner, Manager

ADDRESS:

P. O. Box 11739
Fort Worth, Texas 76110

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THE KATBIRD COMPANY, L.P.,
a Delaware limited partnership

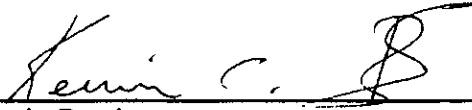
By: 
William B. Costello
General Partner

ADDRESS:

8411 Preston Road, Suite 650
Dallas, Texas 75225

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Kevin Boyd

ADDRESS:

2215 York Road, Suite 503
Oakbrook, IL 60521

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A handwritten signature in black ink, appearing to read 'Patrick V. Stark', written over a horizontal line.

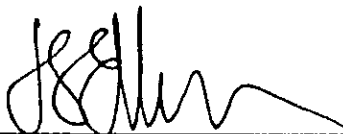
Patrick V. Stark

ADDRESS:

3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

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A handwritten signature in black ink, appearing to read 'Jeff S. Ellerman', written over a horizontal line.

Jeffrey S. Ellerman

ADDRESS:

5420 LBJ Freeway, Suite 740
Dallas, Texas 75240

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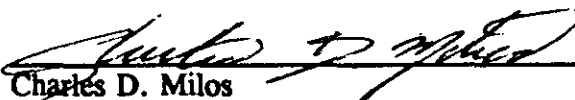
Mark Wismer

ADDRESS:

3300 OAKLAWN
Suite 500
Dallas, Tx 75219

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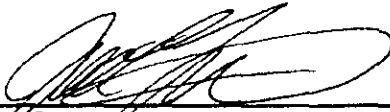

Charles D. Milos

ADDRESS:

214 Mackeral
Galveston, TX 77550

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Joe C. Longbotham

ADDRESS:

8411 Preston Road, Suite 850
Dallas, Texas 75225

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A handwritten signature in black ink, appearing to read 'Gil J. Besing', written over a horizontal line.

Gil J. Besing

ADDRESS:

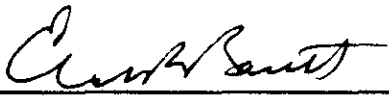
8411 Preston Road, Suite 850
Dallas, Texas 75225

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EBAR II LIMITED PARTNERSHIP,
a Texas limited partnership

By: E.B.B., L.L.C.,
General Partner

By: 

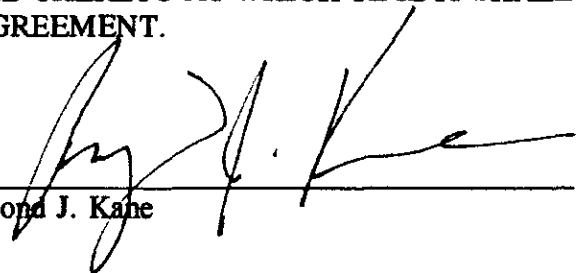
Eliot B. Barnett
Sole Member

ADDRESS:

8411 Preston Road, Suite 860
Dallas, Texas 75225

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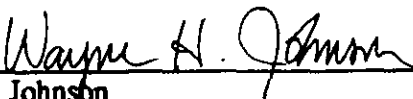
Raymond J. Kane

ADDRESS:

3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

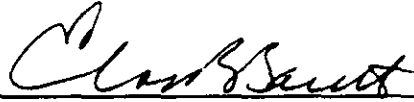
NON-FOUNDING LIMITED PARTNERS:

(See attached Signature Pages for each Non-Founding Limited Partner, all of which are incorporated herein by reference)


Wayne H. Johnson

ADDRESS:

2920 Stemmons Freeway, Suite
Dallas, Texas 75247



Eliot B. Barnett

ADDRESS:

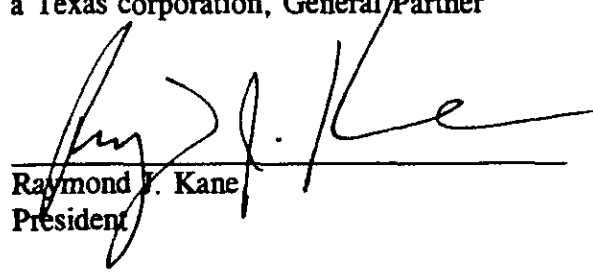
8411 Preston Road, Suite 860
Dallas, Texas 75225

FOUNDING LIMITED PARTNERS:

**ARTISAN MANAGEMENT I, LTD.,
a Texas limited partnership**

**By: ARTISAN MANAGEMENT, INC.,
a Texas corporation, General Partner**

By:



**Raymond J. Kane
President**

ADDRESS:

**Attention: Raymond J. Kane
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201**

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered this Agreement effective as of the date first above written.

GENERAL PARTNER:

AMERICAN HOME SELF STORAGE, INC.,
a Texas corporation

By: _____

Raymond J. Kane
President

ADDRESS:

Attention: Raymond J. Kane
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201