



TEMPORARY SIGN PERMIT

TSP-43920

Description of Sign(s): TSP-43920 - TEMPORARY SIGN PERMIT - for an eight foot and 29 foot high inflated balloon and two tube dancers on the top of the building and three regular and one diamond flags in the landscape area located at 4640 W. Charleston Boulevard APN 139-31-410-128. The flags, inflated balloons and tube dancers will be present from 11/18/2011 to 1/16/2012.

Applicant: Schwimer Family Trust
Bonnie Schwimer
Schwimer Bonnie Trs
% equity group
8367 W Flamingo Rd #201
Las Vegas, NV 89147-4153

Parcel(s): 139-31-410-128

Ward(s): WARD 1 (LOIS TARKANIAN)

Type of Signs:

- Pennants
- Balloons
- Streamers
- Searchlights
- Portable
- Other

THIS PERMIT IS APPROVED PURSUANT TO TITLE 19.14.090A OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) THE TEMPORARY SIGN PERMIT SHALL BE VALID FOR -305 DAYS FROM NOVEMBER 18, 2011 TO JANUARY 16, 2011.
- 2) ALL TEMPORARY SIGNS SHALL BE SET BACK FROM ANY STREET INTERSECTION OR DRIVEWAY OR OTHERWISE LOCATED IN ORDER TO NOT CREATE A SIGHT RESTRICTION.
- 3) ALL TEMPORARY SIGNAGE SHALL BE SO LOCATED AS TO NOT CREATE A NUISANCE TO NEARBY PROPERTIES AS A RESULT OF FACTORS SUCH AS EXCESSIVE ILLUMINATION, GLARE, OR NOISE.
- 4) ALL TEMPORARY SIGNAGE SHALL CONFORM TO THE SUBMITTED SITE PLAN.
- 5) THE APPLICANT SHALL DISPLAY A COPY OF THIS TEMPORARY SIGN PERMIT DURING NORMAL BUSINESS HOURS.
- 6) ALL TEMPORARY IMPROVEMENTS MADE TO THIS SITE AND THE ABUTTING STREETS SHALL BE REMOVED UPON EXPIRATION OF THE PERMIT.
- 7) ALL APPLICABLE CITY CODE REQUIREMENTS SHALL BE SATISFIED.
- 8) THE APPLICANT SHALL BE RESPONSIBLE FOR LEAVING THE SITE FREE OF DEBRIS, LITTER, OR ANY OTHER EVIDENCE OF THE SIGNAGE UPON EXPIRATION OF THE PERMIT.
- 9) NO SIGNS SHALL BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Temporary Sign Permit
 Project Address (Location) 4640 W. Charleston Blvd, Las Vegas, NV
 Project Name Hyde Park Plaza Proposed Use _____
 Assessor's Parcel #(s) 139-31-410-128 139-31-410-130 Ward # _____
139-31-410-129
 General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER Schwimer family Trust Contact Bonnie Schwimer
aka Hyde Park Plaza
 Address 12240 Barbary Coast Rd Phone: _____ Fax: _____
 City Tucson State AZ Zip 85749
 E-mail Address _____

APPLICANT Gorilla Marketing Contact Phil Reineck
 Address 4640 W Charleston Blvd Phone: 702 882 1111 Fax: 800 710 2799
 City Las Vegas State NV Zip 89102
 E-mail Address pjreineck@gmail.com

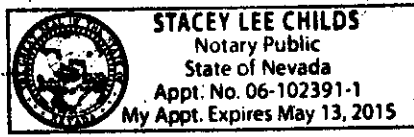
REPRESENTATIVE Tre. Equity Group Contact Lori Eggleston
 Address 8367 W Flamingo Rd. Suite 201 Phone: 796-5500 Fax: 796-5505
 City Las Vegas State NV Zip 89147
 E-mail Address Eggleston@tre.lv.com

Property Owner Signature [Signature]
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Lori J. Eggleston, Property Manager
The Equity Group, As Authorized Agent for Hyde Park Plaza
 Subscribed and sworn before me
 This 14 day of NOVEMBER, 20 11

FOR DEPARTMENT USE ONLY

Case #	<u>7SP-43920</u>
Meeting Date:	<u>-</u>
Total Fee:	<u>100.00</u>
Date Received:*	<u>11-17-11</u>
Received By:	<u>[Signature]</u>

Notary Public in and for said County and State
Stacey Lee Childs
 Revised 10/27/08



* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 \depot\Application Packet\Application Form.pdf

8367 West Flamingo Road, Suite 201
Las Vegas, Nevada 89147
Phone: (702) 796-5500
Fax: (702) 796-5525



November 15, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Authorized Signer
Hyde Park Plaza, 4616-4676 W. Charleston Blvd., Las Vegas, NV 89107

To Whom It May Concern,

I hereby authorize Lori Eggleston to sign as agent for Hyde Park Plaza.

Sincerely,
The Equity Group



Scott Godino
Owner/President

November 17, 2011

Temporary Sign Permit

This permit is to request allowance of the following displays :

- 30' high rooftop inflatable (will be changed out from Balloon, Gorilla, and Santa) banner verbiage will be changed out during display. a light will be included
- qty. 3 12' advertising flags and 1 spinning 3 diamond flag in front landscape area
- qty. 1 6' high yellow inflatable cube w/banners in front
- qty. 1 8' high spongebob inflatable

- qty 1 *obedience* - Qty 1 *square inflatable*

these display will be changed out regularly during temp sign permit duration.

Thanks
Phillip Reineck
Gorilla marketing

PROPERTY MANAGEMENT AGREEMENT

by and between

THE EQUITY GROUP.
Las Vegas, Nevada

and

HYDE PARK PLAZA

Commencing: April 1, 2011

PS 2

DATE & PARTIES

This Agreement is made this 28th day of February, 2011 by and between THE EQUITY GROUP., (hereinafter referred to as "Agent") and HYDE PARK PLAZA (hereinafter referred to as "Owner") of the property located at 4616-4676 W. Charleston Blvd. Las Vegas, Nevada 89107.

EXCLUSIVE AGENT

In consideration of the property management services to be rendered by Agent pursuant to this Agreement, Owner hereby designates Agent as the exclusive Agent and representative of Owner for the purposes of management and operation for Owner's account of the property described in the paragraph above.

Agent and Owner agree that their respective authorities, duties and responsibilities with respect to the Property shall be as follows:

I. TERM

This Agreement shall become effective on April 1, 2011 and shall continue in full force and effect for a period equal to one (1) year and terminate on March 31, 2012 subject to the Owner or Agent's right to cancel this Agreement upon THIRTY (30) DAYS written notice at any time during this Agreement. Termination may be without cause. At the expiration of said period, if this Agreement has not been renewed by both parties in writing for an additional fixed period, it shall be deemed a month-to-month agreement cancelable by either party on not less than THIRTY (30) DAYS advance written notice, which notice may be given at any time during the month provided that in any event the cancellation shall be effective at the end of the calendar month during which the THIRTY (30) DAY notice period expires.

II. MANAGEMENT FEE

A. **Compensation for Services:** Agent shall receive [REDACTED] collected per month, whichever is greater, during the period this Agreement remains in effect. This amount shall be paid to Agent on or before the 20th of each month. Agent shall have the right to increase the fee on an annual basis with a 30 day written notice to owner.

B. **Hourly Fee:** In the event services outside of the scope of this Agreement are required by Agent, including but not limited to arbitration hearings, depositions, court appearances, etc., and preparation of documents including, but not limited to Tenant Estoppel Certificates, Subordination Agreements, Lease Assignments, Sub-Leases, Credit/Background checks, Tenant Improvements, Auditing Services, etc., Agent will receive [REDACTED] per hour for said services. Hourly fees shall be paid to Agent within thirty (30) days of receipt of Agent's statement to Owner.

2. prepare lease 1. [REDACTED]

110
1/28/11



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C. **Reimbursement of Administrative Expenses:** Owner agrees to reimburse Agent at the rate of [REDACTED] per month for telecommunications fee. In addition, Owner agrees to reimburse for actual postage, standard overnight, copier charges, year-end storage of files and preparation of 1099's.

D. **Set Up Fee:** A one time set-up fee of [REDACTED] for the initial start up of Hyde Park Plaza shall be due and paid no later than the last day of the first month services are rendered. Said services shall include but not be limited to lease abstracts, utility transfers, trust account set-ups, etc.

III. DUTIES OF AGENT

A. **Collections:** Agent shall take all reasonably necessary action to collect rents, charges, or other income when due from tenants of the Property in accordance with the terms of their tenancies. Agent may execute all receipts, endorse checks for deposit, or any other document reflecting payment by tenant of such sums.

B. **Supervision:** Agent shall supervise the maintenance and repair of the buildings and common areas of each center, including but not limited to sweeping, lighting, landscaping, asphalt maintenance, painting, and refuse. This shall include negotiating vendor's contracts, not to exceed one (1) year, and the hiring and terminating of same. The center will be maintained in a well cared for manner.

C. **Property Expenses:** The annual common area reconciliation shall be administered in accordance with each lease and agent shall complete said reconciliation by March 31st for each calendar year. Agent shall pay the following items to the extent common area maintenance (CAM) estimates are collected from the tenant and if adequate funds are not available notify owner of amount required to meet expenses. Owner will remit balance within five (5) working days of request for funds.

1. All budgeted items such as utilities, maintenance contracts and administrative fees, which include long distance phone bills, postage, federal express and office supplies.
2. All minor unbudgeted repairs and expenses not to exceed [REDACTED] per item. All expenditures over this limit must have prior approval of Owner.
3. Real and personal property taxes and other taxes or assessments levied and assessed against the Property to the extent required pursuant to the following:
 - a. Agent shall establish a reserve by withholding from CAM estimates collected from tenants, to the extent available, an amount equal to the estimated annual taxes. Agent shall then pay such taxes from this reserve prior to the delinquency



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*Special Service?**when*

date, unless taxes are escrowed by mortgage lender. Agent shall bill any tenant not paying monthly impounds at least thirty (30) days prior to the delinquency.

D. **Special Services:** At the request of Owner, Agent will perform the following special services: a) project management, b) general maintenance, c) tenant improvements, d) provide special accounting or e) act as special consultant. If such special services are provided, additional fees shall be payable in an amount agreed upon between both parties.

Project MSR

E. **Cost of Service:** Agent shall promptly rebate to Owner all profits, fees, rebates and any other value received directly or indirectly from any person or company furnishing any type of service or goods to the Property.

F. **Trust Account:** Agent, serving as Trustee for Owner, shall, on behalf of Owner, deposit all receipts in and make all disbursements related to the operation of the Property, from a Property Management Trust Account ("Trust Account") or similar account as the Owner may direct. Owner shall be responsible for providing funds for the Trust Account, or causing funds to be provided to meet, on a timely basis, the cash requirements of the manager for the proper operation of the Property. Agent shall on the last day of the month, remit to Owner all cash in the Owner's portion of the Trust Account in excess of [REDACTED] so as to maintain a minimum cash balance of the same amount in said account after the remittance. The timing of remittances may be changed by the Owner to meet cash management needs.

G. **Accounting and Reporting:** Agent shall maintain an accounting management reporting system that will duly account for all transactions relating to the Property. The accounting month shall be the calendar month, or other such periods that Agent and Owner may mutually agree upon. On or before twenty (20) days following the close of each period, Agent shall provide the following financial and management reports to the Owner for the prior period.

1. Detailed monthly report of all cash receipts and disbursements in the Agent's Operating Statement format.
2. Reconciliation of bank statements to the books and records kept by the Agent.
3. A tenant rent roll containing at least the following information:
 - a. Tenant name/or designated vacant spaces or unit;
 - b. Space or Unit Number;
 - c. Rental rates and concessions given;
 - d. Storage rate, if any, and other items payable or reimbursable to Owner; and
 - e. Security Deposits.

H. **Records of Money:** Agent shall keep detailed and accurate records of all monies received and disbursed in connection with its management of the Property and Owner shall, upon request at Owner's expense, provide copies all records as well as the books and other records of the Agent as they relate to the Property. Agent shall keep Owner notified of the



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location of all such records. Upon reasonable notice and during normal business hours, Owner shall have the right to audit said records and books at Owner's expense.

I. **Emergencies:** Agent may also make expenditures (I) to handle an emergency attended with a risk of personal injury or damage to the property of Owner or others; or (II) to comply with or abide by any rule, determination, ordinance or law of any federal, state or municipal authority affecting or concerning the Property or any part or parts thereof which, but for the making of said expenditures, would result in the closing of the Property. Agent shall notify Owner immediately for direction in said emergency at (520) 749-5250.

J. **Hold Harmless / Agent's Insurance:** Agent shall defend and indemnify Owner against, and hold it harmless from, all damages, claims, losses, cost and expense in connection with any negligence, including willful misconduct and gross negligence of Agent, its officers, directors and employees. Agent shall at all times during the term of this Agreement, at its sole cost and expense, maintain liability insurance in amount of not less than \$1,000,000.00 per occurrence. Agent shall at all times maintain a fidelity bond in an amount of \$250,000.00. Agent shall name Owner as an additional insured on all policies and shall provide to Owner proof of the same.

K. **Assignment:** This Agreement shall be binding upon the parties hereto, their legal representatives, successors, and permitted assigns, and may not be assigned by the Agent without the prior written consent of the Owner.

L. **Management Leasing Services:** Owner hereby grants Agent the right to negotiate new Leases and Lease renewals and expansions at a rental rate, terms, and conditions satisfactory to Owner.

Commissions shall be based on the following schedule:

New Leases: Five percent (5%) of gross rental income up to ten (10) years.

Renewals, Expansions & Relocations: Three percent (3%) of gross rental income up to ten (10) years.

Payment of commissions will be paid upon Lease execution.

IV. DUTIES OF OWNER

A. **Documents and Records:** Owner agrees to promptly furnish Agent with all documents and records necessary to properly manage the Property, including but not limited to, leases and the amendments and correspondence pertaining thereto, reports on the status of rent payments, loan payment information, copies of all insurance policies and any required endorsements which are carried by Owner during the term of this Agreement.

B. **Hold Harmless:** Owner hereby warrants and represents to Agent that it has the lawful and property responsibility and authority to employ Agent as provided herein. To the extent that Agent enters into contracts or obligations which are reasonably and properly incurred pursuant to the terms of this Agreement for the benefit of the Property, Owner shall indemnify Agent



against, and hold it harmless from, all claims, damages, and loss resulting there from and related thereto, and shall pay and discharge said contracts and obligations in the event Agent shall be discharged by Owner, so that in this regard Agent shall not suffer any loss through acting as Agent. Owner shall further indemnify Agent against and hold it harmless from all damages, claims, loss, cost or expense arising out of actual or alleged defects in design or construction of the improvements in the Property or in any breach or alleged breach of any legal duty or obligation which is by law or under this Agreement the responsibility of Owner.

C. **Negligent Conduct of Agent:** Except for the negligence of Agent, Agents employees, successors, assigns, or any persons acting on behalf of Agent, Owner shall indemnify and hold the Agent harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages from or connected with the operation or management of the Property by Agent or the performance or exercise of any of the duties, obligation, powers, or authorities herein or hereafter granted to Agent.

D. **Governmental Agencies:** In the event that any governmental agency, authority, should order the repair, alteration, or removal of any structure or matter on the Property, and if after written notice of the same to the Owner fails to authorize the Agent or others to make such repairs, alterations, or removal, the Agent shall be released from any responsibility in connection therewith, and Owner shall be answerable to such body for any and all penalties and impositions resulting from such failure on Owner's part.

E. **Insurance:** Owner agrees to carry Public Liability and Property Damage Liability Insurance with a combined single limit coverage of not less than \$1,000,000 or \$500,000 for personal injury to any one accident or occurrence in, on, or about the Property and \$500,000 Property Damage coverage and the Agent shall be named as additional insured.

F. **Liability of Owner and Agent:** For valuable consideration, Owner and Agent, and all Owner's and Agent's successors and assigns covenant and agree that in the event of any actual breach or default of this Agreement by Owner or Agent, each shall have the right to institute legal action according to due process of law. The prevailing party shall be entitled to reimbursement for expenses including reasonable attorney's fees. The laws of the State of Nevada shall cover this Agreement and venue shall be in Clark County.

G. **Termination Conditions:** Agent shall, provided Owner has paid to Agent all sums due Agent under this Agreement, deliver to Owner within thirty (30) days after the expiration or termination of this Agreement the following: all leases, insurance policies, and unpaid bills, which are the property of the Owner.

H. **Warranties:** Agent shall obtain and maintain records and at Owner's expense enforce any guarantees or warranties that may concern Owner's real or personal property, if any included within the Property.

I. **Budgets:** In order for Owner to anticipate and plan for the cash requirements of the property's operation, an annual cash budget shall be submitted to Owner no later than fifteen (15) days prior to the forthcoming budgeted year as further specified in Section III (C). All expenses within the Owner Approved Budget are to be borne by Owner and it shall be the



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responsibility of Owner to provide sufficient funds to Agent to meet expenses contemplated in the Approved Budget.

J. **Legal Assistance:** Where legal assistance is required for such matters as enforcing the collection of rents or eviction proceedings such action shall be through counsel designated by Owner and shall be at Owner's expense.

K. **Dispute Resolution:**

1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject first to mediation through a jointly agreed organization. The cost of the mediator shall be shared equally by the parties.
2. In the event that the parties are unable to resolve their dispute through mediation, they shall resolve it through binding arbitration. This provision does not constitute consent by either party to include another person or entity not a party to this Agreement, as a party to the arbitration. Demand for arbitration shall be filed in writing with the other party to this Agreement and shall be filed, within a reasonable time, after the claim, dispute or other matter arose.

In no event shall the demand for arbitration be made after the date on which a legal or equitable claim would have been barred by the applicable Statute of Limitations.

3. This agreement to arbitrate, and any written agreement to include additional persons or entities in the arbitration, is specifically enforceable in accordance with applicable law in any court having jurisdiction hereof.
4. The arbitrator shall apply Nevada law, and the arbitration shall be held in Las Vegas, Nevada. The arbitrator's award shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

L. **Notice:** Any notice required under the terms herein shall be deemed given upon the placing of it in the United States Mail, postage prepaid, and addressed to the address set forth below the signature line. Said address may be changed by either party by mailing written notice of such change to the other party at the last designated address of the other party as provided herein.

M. **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

N. **Equal Opportunity:** Agent is an equal opportunity non-discriminatory employer. Agent and Owner each mutually agree that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, or national origin in leasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall



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Owner or Agent permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants.

O. **Signage:** Owner shall permit Agent to place sign(s) on property identified as *Professionally Managed by The Equity Group* with the company phone number. Sign responsibility shall be the sole cost, expense, and upkeep of the Agent. Owner and Agent shall mutually agree on sign location.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the 20th day of February, 2011.

OWNER:
HYDE PARK PLAZA
12240 E. Barbary Coast Road
Tucson, Arizona 85749

By: Bonnie J. Schwimer
Bonnie J. Schwimer
Its: Owner

AGENT:
THE EQUITY GROUP.
8367 West Flamingo, Suite 201
Las Vegas, Nevada 89147

By: Barbara M. Barron
Barbara M. Barron, CPM
Its: President



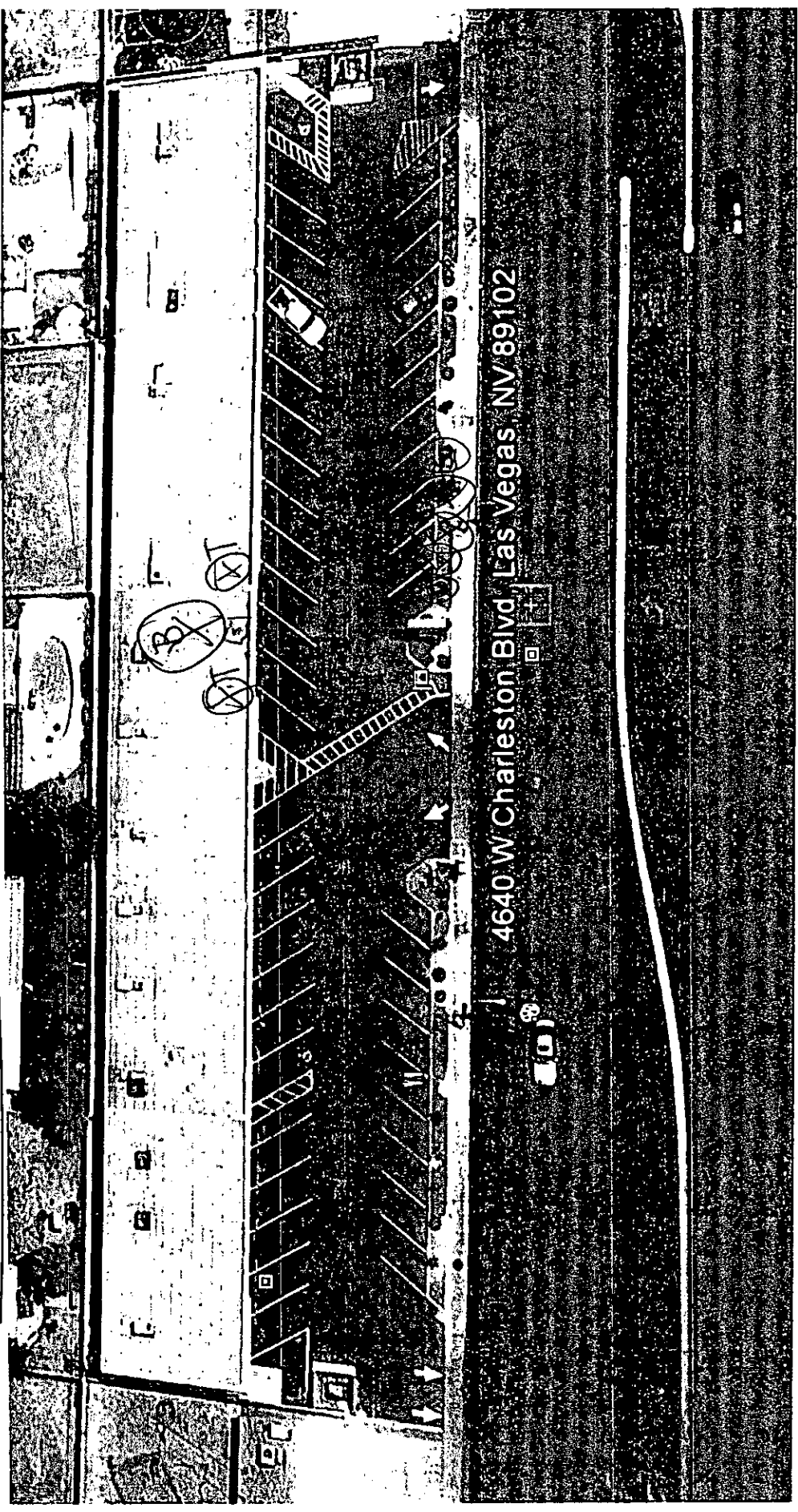
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B₉

T = Tubedaker
S = 3' square in 10' diameter

F = Flag
D = Flag Diamond
S = 6' square in 10' diameter
B = rooftop Balloon/corona structure
D = Diamond Flag

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Department of Planning



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City of Las Vegas
Department of Planning

Hyde Park Plaza

350 KING TERRY
CANTON, NV 89101
CALL 702-735-1111
24 HOURS A DAY
24 HOURS A DAY
24 HOURS A DAY
24 HOURS A DAY

PSYCHIC

INSURANCE

INSURANCE

SOUTHERN NEVADA LI

885-3618

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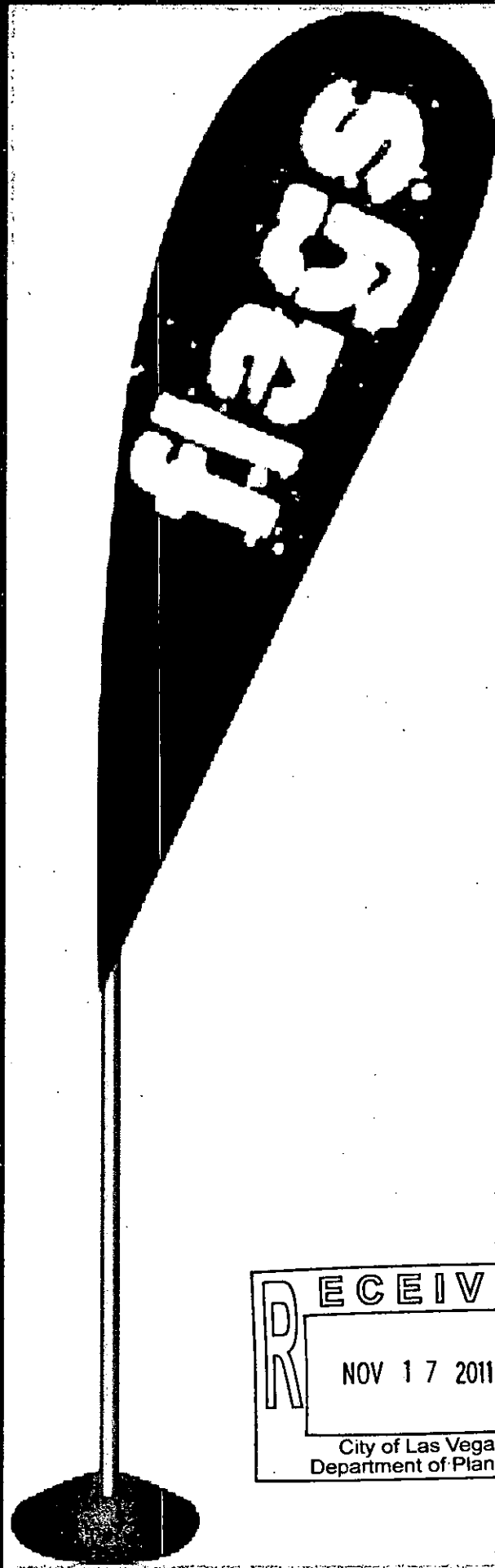
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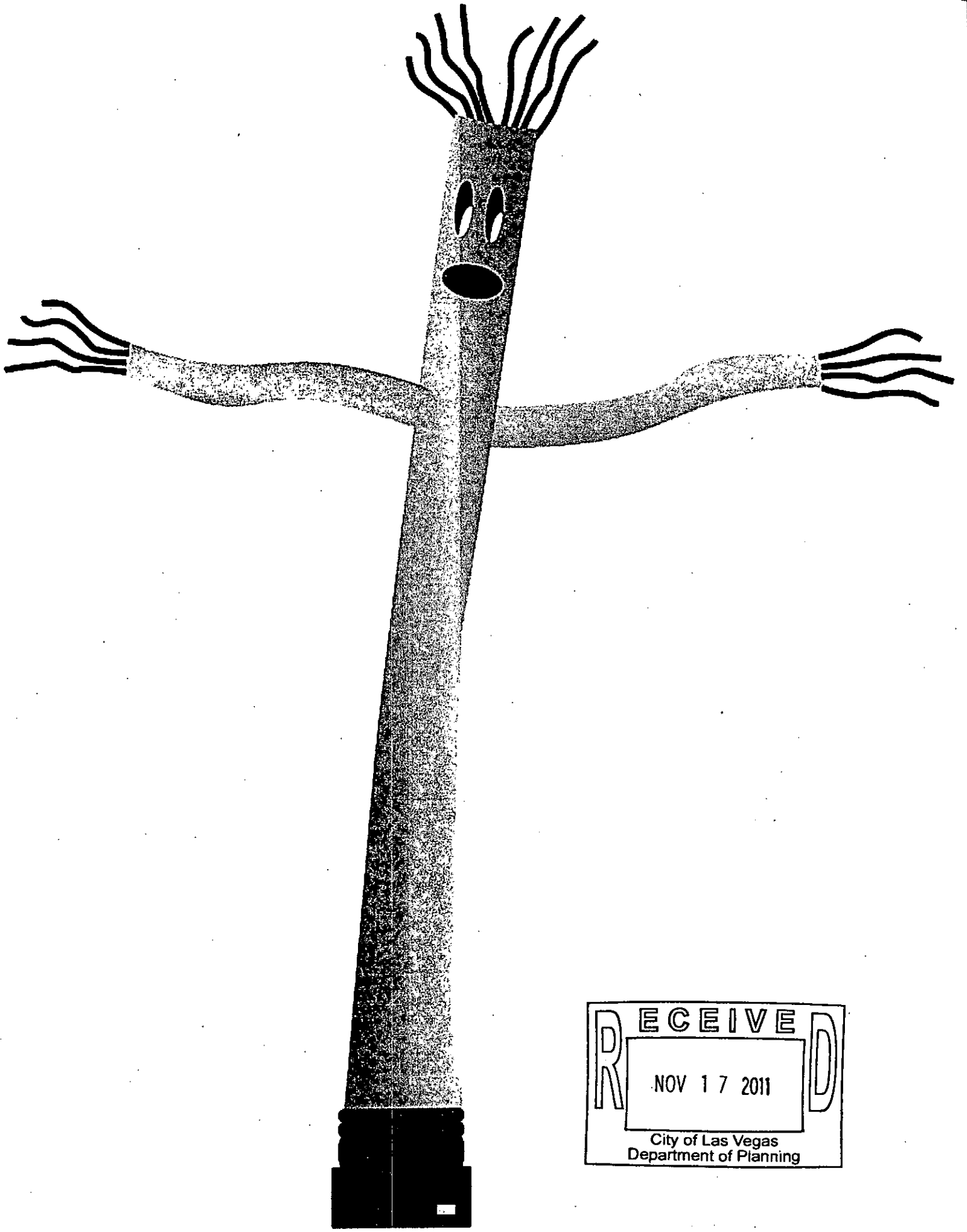
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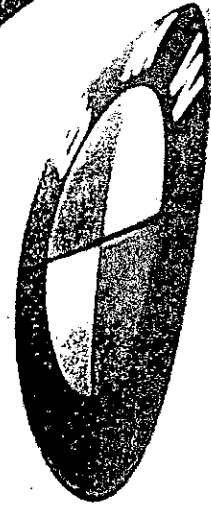
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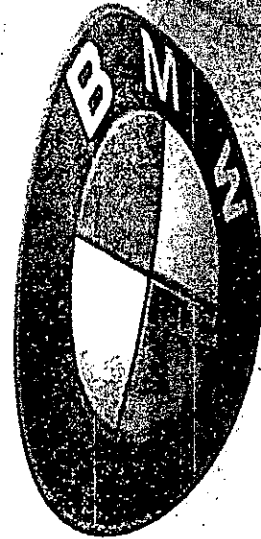
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The Ultimate Driving Machine



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Other services	
Financial	7.0
Lease/Finance Dept.	7.0
Other Finance Dept.	7.0
Auto Loan	7.0
Auto Rent	7.0
Auto Equip.	7.0
Auto	7.0