

Rachel's KITCHEN®

COMING SOON

www.rachelskitchen.com



13 mil,
13 oz, banner
24" X 84"

APPROVED
BY 47354 10/30/10
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS



APPROVED
BY MR 47354 10/30/2022
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS



TEMPORARY SIGN PERMIT

TSP-47354

Description of Sign(s): Temporary Sign Permit TSP-47354 for a 2'x7' banner displaying the message "Rachel's Kitchen Coming Soon". The banner will be displayed from November 1, 2012 through December 31, 2012 at 150 North Las Vegas Boulevard Suite 160.

Applicant: L V B-Ogden Marketing Corp
John Tippins signature matches SUP-46241
175 W Jackson Blvd #540
Chicago, IL 60604-3024
(702)333-4455 x

Parcel(s): 139-34-613-277

Ward(s): WARD 5 (RICKI Y. BARLOW)

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 61 DAYS FROM NOVEMBER 1, 2012 TO DECEMBER 31, 2012.
- 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.

PLEASE NOTE:

On August 15, 2012, the City Council approved an Ordinance which extends on a temporary basis the display periods for temporary special event signs. Under this Ordinance, temporary special event signs approved between August 16, 2012 and June 30, 2014 may be displayed by the same business license holder on the same lot up to eight times in any one calendar year. The aggregate time of display of such signs shall not exceed one hundred eighty days in any one calendar year.

Unless otherwise extended or modified by ordinance, the display period of temporary special event signs approved on or after July 1, 2014 shall be subject to the applicable calendar-year limitations that would be in effect independent of this Ordinance.

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Temporary Banner Sign
 Project Address (Location): 150 N. Las Vegas Blvd., portion of suite 150, LV, NV
 Project Name: Rachel's Kitchen Proposed Use: Restaurant
 Assessor's Parcel #(s): 139-34-613-000 Ward #: 5
 General Plan: existing C proposed N/A Zoning: existing C-2 proposed N/A
 Commercial Square Footage: 2392 Floor Area Ratio: N/A
 Gross Acres: .96 Lots/Units: N/A Density: N/A
 Additional Information: SDR 5180; SUP-46241

PROPERTY OWNER LVB-Ogden Marketing, LLC Contact John Tippins
 Address c/o ST Residential, 175 W. Jackson Blvd., #540 Phone: (702) 333-4455 Fax: _____
 City Chicago State IL Zip 60604
 E-mail Address jtipkins@stresidential.com

APPLICANT Rachel's Kitchen Contact Caron Richardson
 Address 4300 E. Sunset Rd., Suite E-3 Phone: (702) 738-8822 Fax: (702) 738-8855
 City Henderson State NV Zip 89014
 E-mail Address clr@trp-architect.com

REPRESENTATIVE Caron Richardson Contact Caron Richardson
 Address 4300 E. Sunset Rd., Suite E-3 Phone: (702) 738-8822 Fax: (702) 738-8855
 City Henderson State NV Zip 89014
 E-mail Address clr@trp-architect.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

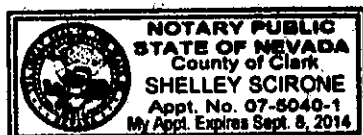
Property Owner Signature* [Signature]
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name John Tippins

Subscribed and sworn before me
 This 24 day of October, 20 12

[Signature]

Notary Public in and for said County and State Clark, Nevada

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case # TSP-47354
 Meeting Date: N/A
 Total Fee: 100.00
 Date Received: 10/30/2012
 Received By: M Rex

* 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.

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



October 30, 2012

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

RE: **150 N. Las Vegas Blvd., Suite 160**
Rachel's Kitchen
TRP Job No.: 12012

To Whom It May Concern:

On behalf of Rachel's Kitchen an application for a temporary sign permit is submitted for review. The 6' long sign will advertise the opening of the restaurant at the Ogden, a mid-rise, mixed-use residential building within the Downtown Centennial Plan. The sign is proposed to be installed on the front façade from November 1, 2012 – December 2012.

A special use permit has been approved by City Council under application SUP 46241. If additional information is needed to process this application, please contact me at your earliest convenience.

Sincerely,


Carol L. Richardson
Vice-President, Planning

RECORDING SLIP

06/12/2009

[] **HOLD** [x] **OK**
 AM / PM **AM / PM**

T.O.: Russell Dalton / **E.O.:**
Escrow or Order No. 201-2371788
County: Clark

DOC.	NAMES		REC. CHGE.
Trustee's Deed	Streamline Tower, LLC	Dated Date 6/12/09 Rec. Date _____ Doc No. _____ Book _____	
		Dated Date _____ Rec. Date _____ Doc No. _____ Book _____	
		Dated Date _____ Rec. Date _____ Doc No. _____ Book _____	
		Dated Date _____ Rec. Date _____ Doc No. _____ Book _____	
		Dated Date _____ Rec. Date _____ Doc No. _____ Book _____	
		Dated Date _____ Rec. Date _____ Doc No. _____ Book _____	

REMARKS:

Recording from @

(201-2371788)



20090612-0005626

Fee: \$21.00 RPTT: \$173,264.85
N/C Fee: \$25.00

06/12/2009 16:26:07

T20090206919

Requestor:

FIRST AMERICAN TITLE PASEO V

Debbie Conway KXC

Clark County Recorder Pgs: 9

APNs:

139-34-613-001; 139-34-613-002; 139-34-613-003;
139-34-613-004; 139-34-613-005; 139-34-613-006;
139-34-613-007; 139-34-613-008; 139-34-613-009;
139-34-613-010; 139-34-613-011; 139-34-613-012;
139-34-613-016; 139-34-613-017; 139-34-613-018;
139-34-613-019; 139-34-613-020; 139-34-613-021;
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[illegible]

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139-34-613-265; 139-34-613-266; 139-34-613-267;
139-34-613-268; 139-34-613-269; 139-34-613-270;
139-34-613-271; 139-34-613-272; 139-34-613-273;
139-34-613-274; 139-34-613-275; 139-34-613-276;
139-34-613-277.

RETURN/MAIL TAX STATEMENTS TO:

LVB-OGDEN MARKETING CORPORATION
3959 N. Lincoln Avenue
Chicago, Illinois 60613
Attn: Seth Hewitt

TRUSTEE'S DEED UPON SALE

This TRUSTEE'S DEED UPON SALE, dated as of June 12, 2009, is made by FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as trustee as hereinafter stated ("Trustee"), to LVB-Ogden Marketing Corporation, a Delaware corporation ("Grantee"), WITNESSETH:

WHEREAS, Streamline Tower, LLC, a Nevada limited liability company ("Grantor"), by Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

made as of September 13, 2006, and recorded on September 15, 2006, in Book 20060915 as Instrument 0002319 of Official Records of Clark County, Nevada (the "Deed of Trust"), did grant and convey to TitleOne of Las Vegas, Inc., a Nevada corporation, as Trustee's predecessor-in-interest, upon the trusts therein expressed, all property described therein, including but not limited to the real property hereinafter described, among other uses and purposes to secure the payment of that certain promissory note dated September 13, 2006, and interest according to the terms thereof, plus other sums of money advanced, with interest thereon, to which reference is hereby made, for the benefit of Corus Bank, N.A. ("Corus"), as beneficiary, and

WHEREAS, breach and default was made under the terms of said Deed of Trust, in the particulars set forth in the Notice of Breach (defined below), and

WHEREAS, on January 9, 2009, Corus, as the then beneficiary and holder of said note, recorded that certain Substitution of Trustee substituting Trustee as the trustee under the Deed of Trust in Book 20090109 as Instrument 0003058 of Official Records of Clark County, Nevada;

WHEREAS, on January 9, 2009, Corus did execute and deliver to Trustee written Declaration of Default and Demand for Sale Under Deed of Trust and thereafter there was filed for record on January 9, 2009, in Book 20090109 as Instrument 0003059 of Official Records of Clark County, Nevada, a Notice of Breach and Election to Sell Under Deed of Trust (the "Notice of Breach"), to cause Trustee to sell said property to satisfy the obligations secured by said Deed of Trust;

WHEREAS, all of Corus's right, title and interest in said Deed of Trust was assigned to Grantee by that certain Assignment of Deed of Trust and Other Loan Documents recorded in Book 20090429 as Instrument 0003290 of Official Records of Clark, County, Nevada, and,

WHEREAS, Trustee, in consequence of said election, declaration of default, and demand for sale, and in compliance with said Deed of Trust and with the statutes in such cases made and provided, made and published for more than twenty (20) days before the date of sale therein fixed in a newspaper of general circulation printed and published in the County and State in which the property to be sold is situated, a Notice of Sale (the "Notice of Sale") as required by law, containing a correct description of the property to be sold and stating that the Trustee would, under the provisions of said Deed of Trust, sell the property therein described, including but not limited to the real property described herein, at public auction to the highest bidder for cash in lawful money of the United States on the 12th day of June, 2009 at the hour of 9:30 A.M. at the front entrance to Nevada Legal News, located at 930 South Fourth Street, in the City of Las Vegas, County of Clark, State of Nevada (the "Foreclosure Sale"), and

WHEREAS, three true and correct copies of said Notice of Sale were posted as required by law for not less than twenty (20) days before the date of sale therein fixed, and

WHEREAS, compliance having been made with all the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all requirements of the law regarding the service of notices required by statute, and with the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), said Trustee, at the time and place aforesaid did then and there at public auction sell all property, including the real property hereinafter described, to Grantee for the sum of ~~and~~ ~~100 Dollars (\$)~~, said Grantee being the highest bidder. **\$33,973,500.00 (ThirtyThree Million Nine Hundred Seventy Three Thousand Five Hundred Dollars and No Cents)** NOW THEREFORE, Trustee in consideration of the premises recited and sum herein mentioned bid and paid by the Grantee, the receipt whereof is hereby acknowledged, and by virtue of these premises, does GRANT AND CONVEY, but without warranty or covenants, expressed or implied, unto the said Grantee

all right, title and interest under said Deed of Trust in that certain property situate in the County of CLARK, State of Nevada, described as follows (collectively referred to herein as the "Property"):

Legal Description (the "Legal Description")

Lots One (1) through Six (6) inclusive and Lots Twenty-Seven (27) through Thirty-Two (32) inclusive in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder of Clark County, Nevada, including, but not limited to, all of STREAMLINE TOWER, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 139 OF PLATS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, and as amended by Certificate of Amendment recorded May 15, 2008 in Book 20080515 as Instrument No. 00636, Official Records.

Together with that portion of said land as vacated by Order of Vacation recorded September 15, 1988 in Book 880915 as Instrument No. 01024, of Official Records, Clark County, Nevada.

Excepting that portion of land conveyed to the City of Las Vegas in a Grant Deed recorded March 10, 2006 in Book No. 20060310 as Instrument No. 00677, Official Records.

Further excepting therefrom Parcels One (1) and Two (2) as follows:

Parcel One (1): Units 813, 814, 815, 909, 920, 921, 1021, 1102, 1104, 1108, 1120, 1201, 1218, 1503, 1609, 1610, 1710, 1804, 1810, 1813, 1818, 1904, 1910, 2010, 2015, 2109 and 2215 OF STREAMLINE TOWER AS SHOWN BY MAP THEREOF ON FILE IN BOOK 139 OF PLATS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, and as amended by Certificate of Amendment recorded May 15, 2008 in Book 20080515 as Instrument No. 00636, Official Records.

Parcel Two (2): An Allocated Interest in Common Elements appurtenant to Parcel 1, exclusive easements over any Limited Common Element allocated to Parcel 1 and non-exclusive easements for access, ingress, egress, use, and enjoyment and other purposes appurtenant to Parcel 1 as described in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for STREAMLINE TOWER recorded February 6, 2008, in Book 20080206 as Instrument No. 03749 and re-recorded February 12, 2008, in Book 20080212 as Instrument No. 03827 and as shown by the map of STREAMLINE TOWER on file in Book 139 of Plats, Page 45 in the Office of the County Recorder of Clark County, Nevada, and as amended by Certificate of Amendment recorded May 15, 2008, in Book 20080515 as Instrument No. 00636, Official Records.

TOGETHER WITH the Mortgaged Property (as defined below).

As used herein, "Mortgaged Property" means all of Grantor's right, title in and interest in and to all of the Land, Improvements, Fixtures, Agreements, Plans, Permits, Intangibles, Condominium Contracts, Condominium Documents, Condominium Proceeds and Deposits, the Leases and Rents (as such capitalized terms are hereinafter defined) together with any and all proceeds of any and all of the foregoing, including, without limitation, any and all cash and non-cash consideration received from the sale, exchange, lease collection or other disposition of any and all of the foregoing, any value received as a consequence of the possession of any of the foregoing, any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any of the foregoing, and all equipment, machinery, furniture, inventory, other goods, fixtures, general intangibles, instruments, chattel paper, documents, accounts and all other property of any kind or nature which are acquired with any proceeds of any of the foregoing. Mortgaged Property shall

also include all renewals, substitutions, improvements, accessions, attachments, additions, remainders, reversions, replacements and all proceeds to or of each of the foregoing, any greater estate in the Real Estate (as defined below) or any portion thereof that has been acquired by Grantor; and all conversions of the security constituted thereby.

As used in this Trustee's Deed Upon Sale, the following terms shall have the meanings prescribed to them below:

"Agreements" means all contracts, agreements, warranties, representations, service agreements, maintenance contracts and agreements relating to the use, occupancy, operating, management, leasing, repair and service of the Real Estate or any part thereof, whether presently existing or entered into after the date hereof.

"Building" means the 21-story building constructed by Grantor on the Land.

"Condominium Contracts" means all contracts for the sale of any condominium unit now or hereafter comprising any portion of the Real Estate.

"Condominium Documents" means a collective and singular reference to any tentative map, final map, plat of condominium, the declaration of condominium or condominium covenants, conditions and restrictions, and all plans, schedules and other details defining the units and the general common elements and limited common elements of the condominium established thereby, including, as applicable, the bylaws of the condominium unit owner's association or board of managers, the rules and regulations, the management agreement between the condominium unit owner's association or board of managers and the firm that will be managing the Project, the sales agency agreement, the form of purchase agreement(s) to be used for the sale of condominium units and all sales and promotional materials to be used in connection with the sale of condominium units; and each exhibit thereto; and all general and special rights of the declarant or developer under any of the foregoing; together with any amendments and attachments to any of the foregoing.

"Condominium Proceeds and Deposits" means all of Grantor's right, title and interest in and to (i) all proceeds from the sale of any condominium unit located on the Real Estate, (ii) subject to all rights of purchasers under Condominium Contracts, all reservation deposits and earnest money deposits and upgrade deposits paid or deposited by a purchaser in connection with the Condominium Contracts, including funds and monies in certain account(s) opened and maintained by TitleOne of Las Vegas, Inc., a Nevada corporation ("Earnest Money Escrow Agent"), and certain account(s) Grantor maintains with Corus for any alteration or extra work or change in or to the minimum quality of materials, finishes, amenities, features and personal property, including floor coverings, wall coverings, electrical/data/security systems, lighting plans, bathroom and kitchen fixtures and countertops, cabinetry and appliances, (iii) all accounts into which any of such deposits are deposited and (iv) any escrow agreements, including that certain escrow agreement between Grantor and Earnest Money Escrow Agent and any escrow agreement with respect to funds deposited for upgrades.

"Fixtures" means all furniture, furnishings, fixtures, appliances, machinery or equipment which are now or at anytime hereafter may be attached to or situated upon or affixed to the Real Estate, including, but not limited to, all signs, artwork, office furnishings and equipment, all partitions, screens, awnings, shades, blinds, floor coverings, hall and lobby equipment, heating, lighting, plumbing, ventilating, refrigerating, incinerating, elevator, escalator, air conditioning and communication plants or systems with appurtenant fixtures, vacuum cleaning systems, call systems, security systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment, manual, mechanical or motorized, for the construction, maintenance, repair and cleaning of, any parking areas, walks,

underground ways, truck ways, driveways, common areas, roadways, highways and streets; and all other items of personal property now and hereafter owned by Grantor located in or on the Real Estate and used or useful in the present or future occupancy, operation, maintenance and leasing thereof.

"Improvements" means all buildings, structures and improvements to be constructed on the Land in accordance with the Plans, together with all related infrastructure and related facilities, all as more fully set forth in the Plans and all other buildings, structures, fixtures, personalty, appurtenances and improvements now or hereafter on the Land.

"Intangibles" means all the records and books of account now or hereafter maintained by Grantor in connection with the operation of the Real Estate or otherwise; all contracts rights, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, together with all income therefrom, increases thereunder and proceeds thereof; and all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of any of the Real Estate or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to any of the Real Estate and proceeds of any sale, option or contract to sell the Real Estate or any portion thereof.

"Land" means the real estate legally described in the Legal Description above, of approximately 1.03 acres, located at 150 Las Vegas Boulevard North in Las Vegas, Nevada, together with all easements, air rights, servitudes, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainder, rents, issues and profits thereof, and all the estate, right, title interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Grantor, in and to the same.

"Leases" means all leases, subleases, licenses, rental agreements, franchise and occupancy agreements, concession agreements and other agreements, whether or not in writing, for the use or occupancy of all or any portion Real Estate affecting the use, enjoyment or occupancy of the Real Estate or any portion thereof now or hereafter made together with any extension, renewal or replacement of the same.

"Permits" means all building permits, certificates of occupancy and other assignable governmental permits, licenses and authorizations, including, without limitation, all state, county and local occupancy certificates, and other licenses, in any way applicable to the Real Estate or any part thereof or to the development, construction, ownership, use, occupancy, operation, maintenance, and leasing of the Real Estate.

"Plans" means all plans and specifications relating to the construction of the Improvements on the Real Estate.

"Project" means the Building and all other improvements on or to be made to the Land, and all fixtures, machinery, furnishings, equipment, supplies, and all other property of any kind installed or used at the Land.

"Real Estate" means the Land, the Improvements and such other of the Mortgaged Property as constitutes real property under the laws of the State of Nevada, together with any and all proceeds of any and all of the foregoing, including, without limitation, any and all cash and non-cash consideration received from the sale, exchange, lease, collection or other disposition of any and all of the foregoing, any value received as a consequence of the possession of any of the foregoing (including, without limiting the generality of the foregoing, any and all real estate tax abatements now or in the future accruing to the Real

Estate), any payment received from an insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any of the foregoing, and all equipment, machinery, furniture, inventory, other goods, fixtures, general intangibles, instruments, chattel paper, documents, accounts and all other property of any kind or nature which are acquired with any proceeds of any of the foregoing.

"Rents" means absolutely and presently all rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith, and together with all avails, rents, issues, cash collateral and profits arising from or accruing at anytime hereafter by virtue of any agreement for the use or occupancy of the Real Estate or any portion thereof, and together with all fees, charges and compensation for the use of parking stalls or other parking privileges.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the said FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, has this day caused its corporate name to be affixed hereto and this instrument to be executed by its authorized officer.

FIRST AMERICAN TITLE INSURANCE COMPANY,
a California corporation

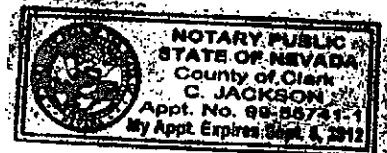
By: Debbie M. Jackson
Name: Debbie M. Jackson
Its: Vice President

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on June 12 2009, by Debbie M. Jackson as Vice President of First American Title Insurance Company, a California corporation.

[Signature]
Notary Public

My commission expires: 9-5-2012



C. Jackson
99-55741-1
9-5-2012

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-34-613-001 etal
b) _____
c) _____
d) _____

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

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

3. a) Total Value/Sales Price of Property: \$33,973,500.00
b) Deed in Lieu of Foreclosure Only (value of (\$ _____)
c) Transfer Tax Value: \$33,973,500.00
d) Real Property Transfer Tax Due \$173,264.85

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: _____
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: Debbie M. Jackson

Capacity: Trustee

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

First American Title Insurance
Print Name: Company as Trustee
Address: 2490 Paseo Verde Pkwy. Ste. 100
City: Henderson
State: Nevada Zip: 89074

BUYER (GRANTEE) INFORMATION
(REQUIRED)

LVB-Ogden Marketing
Corporation, a Delaware
Print Name: corporation
Address: 3959 N. Lincoln Avenue
City: Chicago
State: Illinois Zip: 60613

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

First American Title Insurance
Print Name: Company
Address: 2490 Paseo Verde Pkwy., Ste. 100
City: Henderson

File Number: 201-2371788 RMD/IK
State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

**OMNIBUS WRITTEN CONSENT OF THE MANAGING MEMBER
OF
CORUS CONSTRUCTION VENTURE, LLC**

The undersigned, being the managing member (the "**Managing Member**") of CORUS CONSTRUCTION VENTURE, LLC, a Delaware limited liability company (the "**Company**"), hereby consents in writing to the adoption of the following resolution pursuant to the Amended and Restated Limited Liability Operating Agreement of the Company, dated as of October 16, 2009:

WHEREAS, the Company is the sole member (in such capacity, the "**Member**") of each of the following Delaware limited liability companies (each, a "**Nevada Subsidiary**" or the "**Nevada Subsidiaries**"): 8255 Las Vegas Marketing, LLC; Loft 5 Marketing, LLC; LV Country Club Marketing, LLC; LVB-Ogden Marketing, LLC; Montage Marketing, LLC; Newport Lofts Marketing, LLC; and Spanish Palms Marketing, LLC.

WHEREAS, pursuant to Section 6(A) of the Limited Liability Company Agreement of each Subsidiary (each, as the same may be amended, a "**Nevada LLC Agreement**" or collectively, the "**Nevada LLC Agreements**"), the Member has the power and authority to manage the affairs of the Nevada Subsidiaries.

WHEREAS, the Managing Member of the Company, in the Company's capacity as the Member, desires to, amongst other things, establish authorized signatories for the Nevada Subsidiaries.

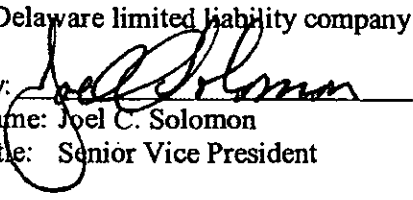
NOW THEREFORE, BE IT RESOLVED, that, effective as of the date hereof, pursuant to Section 6(A) of the Nevada LLC Agreements, the Member hereby establishes John Tippins and Rick Mathews as authorized signatories for the Nevada Subsidiaries (each, an "**Authorized Signatory**" or together, the "**Authorized Signatories**") for the express, limited purpose of causing the sale of individual condominium units owned by the Nevada Subsidiaries (individually, a "**Unit**", or collectively, the "**Units**"). In such capacity, the Authorized Signatories are hereby authorized, empowered and directed, in the name of, and on behalf of the applicable Nevada Subsidiary, to execute and deliver any and all documentation, certificates, instruments and agreements necessary to cause the sale of Units. For the avoidance of doubt, notwithstanding Section 6(I) of the Nevada LLC Agreements, an Authorized Signatory shall have the same authority to cause the sale Units as the President, Executive Vice President or General Counsel, without requiring any further written consent.

FURTHER RESOLVED, that all actions heretofore taken in the name and on behalf any Nevada Subsidiaries in connection with any matter referred or contemplated in any of the foregoing resolutions are hereby adopted, approved, authorized, ratified and confirmed in all respects.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of October 1, 2010.

ST RESIDENTIAL, LLC,
a Delaware limited liability company

By: 

Name: Joel C. Solomon

Title: Senior Vice President