

Las Vegas Renaissance
Master Development Plan
And
Development Standards

Las Vegas, Nevada

March 24, 2011
(Revised April 15, 2011)

Prepared for:

Planning and Development
City of Las Vegas

By:

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9755 W. Charleston Blvd.
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1.0 INTRODUCTION

1.1 Overview

Located at the southeast corner of Rampart Boulevard and Alta Drive, Las Vegas Renaissance (“Renaissance”), a 23.40 acre parcel, was previously a portion of a larger Boca Park Phase III parcel, which was approximately 41.53 acres. The current built out portion of Boca Park Phase III is approximately 18.13 acres.

Renaissance is an enclosed structure that will be developed and operated in conjunction with the adjacent portions of Boca Park together as integral shopping center parts and connect to the adjacent Tivoli Village’s outdoor mixed use development via a pedestrian bridge across Alta Drive.

Renaissance will have three large box retail anchors with numerous in-line smaller retailers, some service providers and some food and beverage outlets. Its “renaissance” architecture will be complemented and highlighted by the expansive glass longitudinal and domed atriums that will adorn pedestrian corridors and central juncture points, respectively.

The intent of the enclosed structure concept is to integrate with and complement the existing Boca Park and Tivoli stores and connect all adjacent venues in the area as a synergistic “center of trade”.

1.2 Objective

The following Site Plan and Development Standards have been established as the general guideline for Renaissance’s development and design.

1.3 City of Las Vegas Requirements

Compliance with City of Las Vegas requirements will be reflected in the conditions of approval prepared by City Staff and approved by City Planning Commission and City Council.

1.4 Parcel Map

The subject property is a legal parcel and is being separated out of the Peccole Town Center commercial subdivision map by virtue of a Parcel Map that has been submitted to the City of Las Vegas March 24, 2011.

New parcels may be created by Record of Survey.

2.0 SITE PLAN

2.1 Intent

To provide an enclosed commercial environment that compliments the existing adjacent Boca Park and Tivoli outdoor commercial centers and a residential

component all in a site configuration that accommodates strong vehicular and pedestrian connectivity.

2.2 Component Overview

The Site Plan shows three major structures:

- An enclosed structure of approximately 775,000 square feet on 2-levels, with one of the retail anchors being 3 levels. Below approximately one-half of this enclosed structure, along its west and north portions, lies an underground parking complex.
- A 5-level parking structure between the existing former Great Indoors building and the subject property's easterly boundary.
- A 4-level multi-family residential structure over two levels of parking that lies between the south end of the 5-level parking structure and the subject property's southerly property line. This component will comprise of 100 dwelling units. The exact number will be determined based on a mix of unit types which will be determined through the final construction drawings and final market analysis phases which will also determine whether this offering will be a for sale or rental offering. This residential component will offer its residents, many of whom are anticipated will be either employed at or want the convenience of residing in close proximity to a multitude of Boca Park, Renaissance or Tivoli and thus be able to conveniently walk next door to work and to the offerings of these commercial centers.

2.3 Land Use

2.3.1 Renaissance, a planned development (PD), will allow all C1 zoned uses per the Unified Development Code (UDC) 19.12.010 Table 2 (Effective May 1, 2011 and as amended from time to time) subject to all minimum use requirements, except as listed below and subject to Developer's approval, and the aforementioned small residential component. Furthermore, this PD will allow taverns which may include tavern applications which require exceptions to normal tavern separations.

2.3.2 Permitted Uses:

2.3.2.1 Multi-Family at 4.27 units per gross acre/62.1 units per net acre or a total number of 100 units

2.3.2.2 Commercial Uses per the C-1 (Limited Commercial) Zoning District as found in the City of Las Vegas Zoning Code except as amended below. Movie and live theaters this will be a permitted use. Also an event center to host catered events will be a permitted use.

2.3.2.2.i Taverns shall be permitted by means of a Special Use Permit. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and

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general welfare of the City of Las Vegas are best promoted and protected by requiring that:

- a. No tavern shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than twelve children or city park. A waiver of this distance separation maybe sought as part of a Special Use Permit application.
- b. Uses licensed as taverns or other comparable establishments, shall have no specific spacing requirements between similar uses. However, the Las Vegas City Council may consider the concentration and spacing of such uses as part of its deliberation and approval of any requests for such establishments.
- c. The distances referred to in paragraphs a. and b. shall be measured in a straight line from the property line of the church, synagogue, school, child care facility or from the nearest property line of a city park to the property line of the proposed liquor premises, and in a straight line from the property line upon which of the proposed tavern resides to the property line of any existing tavern or comparable establishment, disregarding all intervening obstacles. Our property lines are defined by parcel map, and while there is no present intention to subdivide, in the event that such occurs the respective property line(s) will be defined by the filing of record(s) of survey.
- d. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC 6.50.

2.4 Building Setbacks

Building setbacks will be as reflected in the Site Plan. Presently no additional structures are contemplated; however, to the extent that any are none shall be within 5' of external property lines.

2.5 Connectivity

2.5.1 Design: As a result of both controlling the three corners of this intersection and working with Boyd Gaming, owner of the Suncoast property located at this intersection's northwest corner, it is planned that these combined properties will incorporate some visual consistencies in terms of landscaping, art, walls, and signage making the "whole greater than the sum of its parts".

2.5.2 Pedestrian: The connectivity between Renaissance and the adjacent center Tivoli, with a pedestrian bridge across Alta, will provide convenient pedestrian access all the way from Angel Park Golf Course and Tivoli's north end to and

through Renaissance into the existing Boca Park restaurants and shops area. Further, the Suncoast is planning to provide a more pedestrian friendly corridor from its building through its parking lot so as to make it more comfortable for pedestrians to access between the properties. All this pedestrian connectivity will significantly reduce vehicular impacts on adjacent roadways. This pedestrian connectivity will also occur from/to some of the nearby neighborhoods as a result of the new city trail at the north end of Tivoli.

2.5.3 Vehicular: The on-site vehicular connectivity between Boca Park and Renaissance and Tivoli will further serve to reduce the traffic impact on adjacent streets and on the farther removed roadways as patrons will be able to do much more “one stop shopping” between these three properties thereby eliminating the need to drive to numerous locations to accomplish their shopping, dining, service, office and entertainment related needs. This area will become a major destination and destinations are known to produce significantly reduced traffic generation than the more “singular” point of service strip/neighborhood centers and general commercial centers.

2.6 Traffic

2.6.1 Traffic Study: The Traffic Study will address traffic flows. The Traffic Study will be stamped and signed by a Traffic Engineer.

2.6.2 Existing Alta right-in/right-out: The parcel currently has access from Alta via a right-in/right-out entry/exit only. This access will move approximately 100 yards to the east to a full lighted intersection thereby enjoying not only right-in/right-out but left-in/left-out as well substantially increasing the number of vehicles that will have access from Alta to the existing Boca Park shops, restaurants, and parking structure. The additional turning movements provided by the relocated entry/exit will enhance accessibility for the existing Boca Park property and the existing Boca Park parking structure; a report stamped by a Traffic Engineer attesting hereto will be provided. Furthermore, the new parking garage to be located east of the existing Boca Park parking structure will provide additional parking opportunities for the existing Boca Park businesses.

2.6.3 CC&R's The Boca Park III CC&R's provide for cross easements for parking and access. A copy of the CC&R's are provided as Exhibit #1 in the Appendix.

2.6.4 Project Accesses: Will be from and through Boca Park, from the Alta lighted intersection, a right entry from Alta and a right entry from Rampart into the parking structure as well as from Rampart at the existing driveway located at the property's northwest corner.

2.7 Site Plan flexibility

2.7.1 Site Plan Modifications: The approval of this site plan needs to recognize and define that during the further design development, construction drawings and leasing phases some minor modifications to this conceptual site plan will be required to accommodate various architectural and operational aspects and tenant's requirements. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.2 Retail Anchor Relocation and Related Square Footage Increase: The site plan's approval will allow the flexibility of the southerly retail anchor building to increase from 2 to 3 levels and the easterly retail anchor building to decrease from 3 to 2 levels. If this occurs, the total square footage will increase by approximately 15,000 square feet due to the difference in the third level floor plate size at these two locations. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.3 Building Heights: As the elevations and construction drawings are further developed and as pre-leasing of tenants progresses, the site plan's approval of building heights, because of tenant's floor-to-floor requirements, will need to reflect the flexibility to be able to increase building heights by up to approximately 10'. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.4 Parking: While the statistical Site Information reflects parking provided/required numbers the Developer will work with the City to come up with an appropriate lower parking count, recognizing that:

- A structure with large anchors will have a lower parking need than a shopping center without large anchors.
- Valet will be provided; its stacking mitigates the need for a large percentage of parking.
- The synergies between Boca, Tivoli, Suncoast and Renaissance.
- The Boca Park III CC&R's provide for parking cross easements allowing the convenience of shared parking within the shopping center.
- Alternative parking requirements will be pursuant to Unified Development Code (UDC 19.18.030.D.4c) and will be used to determine parking, or as appropriate by variance therefrom as may be requested and approved by the City of Las Vegas.

2.7.5 Parking Structure: Development reserves the right to expand the width of the garage by an additional 60' to the east. Such expansion shall be sought through an amendment (major or minor) of the approved Site Development Plan Review for the overall site, pursuant to UDC 19.16.100.H.

Add language similar to the following: "Such expansion shall be sought through an amendment (major or minor) of the approved Site Development Plan Review for the overall site, pursuant to UDC 19.16.100.H."

2.8 Buffer Zone

The northeast portion of the subject property, where it backs up to Tuscan Hills II subdivision, is subject to a 125' Buffer Zone; and, a 60' setback therefrom for any building structure. The 125' Buffer Zone shall be landscaped pursuant to the approved landscape plan.

No building shall encroach within 15' of the existing parking structure (garage) and retail building on Boca Park III except for pedestrian and vehicular bridges.

2.9 Landscape Setback

The easterly property line that backs up to West Mesa Estates I subdivision will have a 15' landscape setback. The 15' landscape setback shall be landscaped pursuant to the approved landscape plan.

2.10 Site Coverage

Maximum 70%.

3.0 SITE ELEMENTS

3.1 Grading

Site grading shall be pursuant to City of Las Vegas approved Civil Engineering drawings.

3.2 Drainage

Site drainage shall be pursuant to City of Las Vegas approved drainage study.

3.3 Las Vegas Valley Water District 50' Easement Inside The Property's Westerly Boundary:

Las Vegas Valley Water District will need to relocate their pipe that is located within this easement and abandon this easement.

3.4 Mechanical

Due to the higher height of surrounding buildings, namely One Queensridge Place, Suncoast and some Tivoli buildings, they will look down on to Renaissance

roofs and thus roof mechanical will be visible therefrom. However all mechanical equipment shall be screened from other surrounding properties as viewed from ground level.

3.5 Trash Enclosures

Trash enclosure locations will be located in conjunction with the loading dock areas and service areas both of which are reflected on the site plan and unto themselves these areas will be generally screened with walls and/or landscaping. Trash enclosures will comply with the CLV requirements.

4.0 ARCHITECTURE

4.1 Objective

The objective is to develop an enclosed retail center with value-apparent design that is unique and distinctive and yet complimentary to adjacent properties. Its distinctive finishes will incorporate art and architecture in an “old world meets new world” style.

4.2 Architectural Character

The detail of exterior elevations – articulations, colors, textures and reliefs, as can be seen in the conceptual elevations, will predominantly reflect “renaissance” style architecture with special attention to massing, particularly those facing the streets.

The enclosed structure’s pedestrian corridors will be canopied with expansive longitudinal glass atriums and at the corridors’ junctures these canopies will be large domed glass atriums.

4.3 Building Form and Mass

The exterior elevations of the large retail anchors will be predominant with the one located at the Rampart and Alta corner taking on the look and feel of the front of a large civic building/structure. The other two large retail anchors’ exterior elevations will be flat with some relief elements to break up their massing as reflected in the elevations. The exterior elevations of the structure’s in-line stores will provide more intricate detail and elements than the large retail anchor facades with some horizontal reliefs and shadow-lines.

The elevations of the multi-family structure will have a residential look and feel with balconies and smaller scale of windows and reliefs in comparison to the commercial structure.

The development will be a renaissance architecture style, accordingly the exteriors will be a combination of stone and stucco finishes with a combination of earth-tone, pastel and bright colors. A large tower element, not to exceed 150’ that will contain signage, will be the “beacon” for the development; roof lines will

be typically flat with parapets with a possibility of some raised roof sections to provide some visual relief. Large wall expanses for visual relief will contain columnar and arch plant-ons to provide relief as will the variation of color and the shadow lines.

Certain aspects of the perceived height and bulk of buildings shall be reduced by dividing the building mass into smaller scale components by incorporate jogs, offsets or other architectural features to reduce the visual length of long walls.

Service and loading areas will be integrated into the architecture as reflected in the site plan.

4.4 Building Heights

The 2-story portions of the structure will not exceed 60 feet tall with the 3-story retail anchor not exceeding 85 feet tall. Rising from the roof line will be the glass atriums as well as other roof line reveals and reliefs not to exceed 50', and parapets not to exceed 20' and other structures to help access roof top mechanical.

Near the Rampart and Alta intersection, as part of the buildings structure will be a large tower that will serve as a focal point from a distance and serve as a "point of arrival". This tower will be similar to that found in European villages at or near their village center. This tower will not exceed 150'.

Building heights will be as reflected in the site plan and the PD is to allow the flexibility of up to 10' of increased height so as to accommodate higher floor to floor requirements of tenants as Developer goes through the leasing process and/or to accommodate design as the design development process and construction drawings are developed and completed. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

The parking structure height will be maximum 50 feet, a portion of this structure will be slightly subterranean and its easterly elevation partially relieved with landscaping.

The multi-family residential building's height will be maximum 85 feet.

The not to exceed heights of the parking structure and multi-family, as stated above, will need to provide approximately 10' of flexibility as their exact height cannot be determined until civil engineering, design development and construction drawings are finalized. Such changes will be subject UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor

Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

4.5 Materials

Materials are illustrated in the elevations. They shall include a combination of various stone finishes and painted stucco applied in a manner which conforms to the intended architectural and design style.

4.6 Roof Form

The structure's roof will be flat with arched and domed atriums and other roof adornments projecting therefrom. The multi-family building's roof will be either flat with parapets and some roof reliefs or pitched. The parking structure's roof will be its 5th level utilized for parking.

4.7 Color

Colors will be of similar palette found in "renaissance" and "baroque" architecture, typically a combination of brighter colors, pastels and earth tones found in the stone, all similar to what can be seen at Tivoli Village.

4.8 Exterior Spaces

Because of the nature of an enclosed structure which is inwardly oriented, the exterior spaces are largely confined to perimeter landscaping, vehicular circulation, and the 125' Buffer Zone along a portion of the property's easterly boundary, all addressed elsewhere herein. The prominence of the building elevations from the perimeter exterior roadways and on-site interior roadways will be the significant visual element and will therefore unify the architecture and architectural details together complimented with the landscaping.

The loading dock areas provide a vital role in the structure's operations, so the dock locations have been optimized for the operations functions with due consideration of the site's constraints.

5.0 LIGHTING

5.1 Purpose

Lighting will be installed that provides functionality; sufficient lighting for safety purposes and that accentuates the architectural aspects of the buildings' and landscaping.

5.2 Illumination Criteria

The City of Las Vegas requirements shall be followed.

5.3 Parking Lot Lighting

All fixtures shall be glare shielded.

6.0 LANDSCAPING

6.1 Landscape Concept and Design

For purposes of symmetry and continuity, the landscape theme will be similar to adjacent north and south properties. It will provide a wide range and variety of plantings that will provide a varying color palette and vertical compliment and relief to the building exteriors. This landscaping will be provided along all external and internal streets.

6.2 Buffer Zone and Landscape Setback

As discussed in Site Plan, 2.8 and 2.9 above.

6.3 Plant Material: Will be a combination of trees and shrubs to provide both a variety of vertical complement to the architecture and a variety of color as the seasons change. Selections will be those that reinforce the “renaissance” architecture.

The plant material existing in the on the property’s south-easterly Buffer Zone is a combination of mature Aleppo and Mondale pines, Rhuslantia (African Sumac), and Acacia Redlands groundcover.

6.4 City of Las Vegas Requirements

The landscaping will exceed the City’s minimum requirements in both terms of size and quantity. For visual interest, color and variation of both height and plant variety, it will include a combination of flowers, ground cover, shrubs and trees. Plant material will predominantly be from the undernoted list:

Trees:

Canary Island Palms – for their elegant and mature landscape impact and to compliment with a vertical height organic element the beautiful architecture of our buildings.

Olive Trees – a traditional and timeless Mediterranean / European tree used to reinforce the European ambiance and the Renaissance architecture period. Only Wilson or Swan Hill Olive trees are acceptable species except specimen Mission Olives will also be allowed to the extent they are grandfathered in.

Magnolia – a stately majestic evergreen tree chosen for its multi leaf color and magnificent flower display.

African Sumac – installed along the easterly property’s Buffer Zone to provide an attractive visual evergreen separation from the single family detached neighborhood.

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Evergreen Oak – installed along the easterly property's Buffer Zone to provide an attractive visual evergreen separation from the single family detached neighborhood

Crape Myrtle – a deciduous tree with attractive bark texture and a dramatic summer floral color show

Fruit trees – selected for their spring floral display and edible fruit production.

Nut trees – selected for their edible fruit production

Dwarf citrus – used primarily as a large background shrub to enhance the landscape area with fragrant flowers in the spring and edible citrus fruit

Xylosma standard – in tree form, this patio style tree is installed back of sidewalk around the perimeter of the site and will be maintained in a small round ball shape to offer a formal topiary element to the landscape.

Tivoli Trees – LED trees to create color and light together with a sense of fun, excitement and energy

Shrubs:

Pyracantha – used primarily as a low growing hedge that offers attractive spring and summer foliage and red berry winter color

Rosemary – a strong low growing ground cover and cascading shrub with attractive blue spring / summer flowers

Pomegranate – shrub variety used as a background shrub / hedge and selected for its coral floral show and edible fruit

Sago Palms – a powerful ornamental palm selected for its texture and to compliment the Canary Island Palms.

Vinca Minor – an attractive ground cover with bright blue spring / summer flowers

Xylosma – selected as a large background shrub and primarily used along our easterly property's Buffer Zone wall

Dwarf Oleander – also used as a large background shrub and primarily used along our easterly property's Buffer Zone wall.

Raphiolepis – a strong foundation shrub selected for its rich leaf color and spring color show

Liriopi – selected for its leaf texture and summer color.

Lantana – a great accent foreground low growing shrub with outstanding summer color.

Annual color – installed selectively in high visibility areas to offer seasonal color to the landscape.

7.0 SIGN CRITERIA

7.1 Purpose

The purpose shall be for merchandising as well as to add additional color, design and architectural aspects to the site and building structures.

7.2 Signage Elements

Some signage will be applied to the actual building structures; other signage will be located on freestanding signage panels and signage towers. Signage towers, with the exception of the Renaissance signature tower element, which will be taller as discussed in 4.4, will not exceed the height of maximum 70'. Perimeter signage will be a combination of fixed signage, reader-boards, and large display screens.

Commensurate with the size of the development and the need to communicate and merchandise activities, events and venues, building wraps will be allowed. It is contemplated that these wraps would be periodic to help make the public aware of special events/offerings.

Fixed signage together with LED / animated signage will be used.

Building wraps and LED signage will be able to be used at property owner's discretion to advertise adjacent properties including One Queensridge Place, Tivoli Village, Boca Park and Suncoast Hotel and Casino.

7.3 City of Las Vegas Requirements

The Site Plan's approval will be subject to the future City's approval of Master Sign Plan. The Master Sign Plan will be prepared and submitted to the City prior to the application/installation of any signage. It is believed that with the exception of the potential periodic building wraps all signage will conform to the City's standards and if not, the Development will be allowed flexibility pursuant

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to Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2 or Variance.

8.0 CC&R'S

The site is subject to CC&R's dated January 31, 2001, recorded February 12, 2001, attached as Exhibit #1.

9.0 DEFINITIONS

9.1 Developer: RA Southeast Land Company LLC or its successors.

9.2 Land Uses – Shall be those listed in UDC Title 19.18.020 and as amended from time to time.

APN 138-32-412-013

Recording Requested and
when recorded return to:

Charleston Associates, LLC
9510 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
Attn: Legal Department

LV - 881125 CD

CLARK COUNTY, NEVADA			
JUDITH A. VANDEVER, RECORDER			
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GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS

THIS GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS ("Declaration") is made to be effective as of January 31, 2001, by Charleston Associates, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the Owner (as defined below) of all that real property located in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit A attached hereto and incorporated herein.

B. Declarant intends that the Parcels (as defined below) and buildings be developed and operated in conjunction with each other as integral parts of a shopping center under a general plan and scheme of improvement for the benefit of all of the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the above described real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

SECTION I DEFINITIONS

Each reference in this Declaration to any of the following terms shall mean:

1.1 ADJACENT CENTER

Those parcels of real property described on Exhibit C attached hereto and incorporated herein.

1.2 ANCHOR USER

Any retail Occupant in the Shopping Center occupying more than Twenty Five Thousand (25,000) square feet of leasable area or as otherwise specifically designated by Declarant from time to time.

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1.3 BUILDING AREA

Those areas shown on the Site Plan to be utilized for construction of buildings and related drive-thru facilities and improvements intended for use by Occupants; provided, however, that the areas for buildings and improvements may change from the building areas shown on the Site Plan, so long as such change is approved in advance by Declarant and the parking and access between Parcels, the Common Area, the Adjacent Center and Shopping Center are not materially and adversely affected. Once the buildings to be constructed on each Parcel are complete, the Building Area shall be the areas of the Parcel on which the respective buildings and related drive-thru facilities actually sit.

1.4 COMMON AREA

All portions of the Shopping Center other than the Building Areas. Without limiting the generality of the foregoing, the Common Area shall include all parking fields and multi-level parking facilities ("Parking Structures"). The designation of any portion of a Parcel as Common Area shall not prohibit the subsequent development thereon of a building so long as all requirements of this Declaration are complied with in connection with such development.

1.5 DECLARANT

Charleston Associates, LLC, a Delaware limited liability company, its successors and assigns, if such successors and assigns should acquire all or substantially all of the then Declarant's property in the Shopping Center and such successors or assigns assume the obligations of Declarant hereunder.

1.6 OCCUPANT

Any Person or Persons from time to time entitled to the use and occupancy of any portion of the Shopping Center through ownership, lease or exclusive license thereof.

1.7 OWNER

Each of the Persons owning the fee interest in a Parcel, or any portion thereof. Declarant shall be deemed an Owner with respect to each Parcel it owns, if any.

1.8 PARCEL

Any separate lot within the Shopping Center created in accordance with Nevada law. Initially, the Shopping Center will consist of one (1) Parcel, owned by Declarant.

1.9 PERSON OR PERSONS

Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other forms of business or legal entity.

1.10 SHOPPING CENTER

All of the real property described on Exhibit A attached hereto and incorporated herein.



1.11 SITE PLAN

The site plan attached hereto as Exhibit B and incorporated herein, provided, however, that the areas for buildings and improvements as shown on the Site Plan may change, and upon completion of the Shopping Center Declarant may record a new site plan as an amendment hereto.

1.12 THE GREAT INDOORS

Sears, Roebuck and Co., a New York corporation, doing business as "The Great Indoors".

SECTION 2 GRANT OF RECIPROCAL EASEMENTS

2.1 COMMON AREA EASEMENTS

The Common Area on each Parcel shall be used only for the following purposes related to the businesses and activities conducted in the Shopping Center:

- (a) *Ingress and Egress.* Ingress and egress by vehicles and pedestrians.
- (b) *Parking.* Parking of motor vehicles in designated parking places within the Shopping Center; provided, however, that Declarant may require that employee's of Occupants park in designated areas and Declarant may restrict portions of the parking areas for use for valet parking for the buildings designated on the Site Plan as "Retail 1", "Retail 2" and "Retail 3".
- (c) *Public Utilities.* Installation, maintenance and operation of public utilities and services for the Shopping Center, the Adjacent Center, Common Area and/or Building Areas, including, without limitation, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all other utility-related facilities, all of which shall whenever and wherever reasonably feasible be located below the surface of the Common Area, or the surface of any other above ground improvements located thereon; provided, however, that in any event, (i) all of the foregoing permitted public utilities and installations which are located above the surface of the Common Area shall be placed so as not to interfere with, restrict, or impede other uses of Common Area or Building Area provided for herein, and (ii) no such public utilities and installations which must be located above the surface of the Common Area shall be placed upon any Parcel without the prior written consent of the Declarant.
- (d) *Comfort and Convenience.* Subject to the requirements of the Architectural Guidelines (as defined in Section 3.8 below), comfort and convenience of Occupants by installation of those minor convenience facilities, such as lighting, landscaping, mailboxes, public telephones and benches, which Declarant may from time to time deem appropriate to construct or permit to be constructed; provided, however, that no such minor convenience facilities shall interfere with, restrict or impede other uses of the Shopping Center, the Adjacent Center, Common Area or the Building Area provided for herein and such facilities shall be maintained in a first class manner by the Owner of the Parcel on which they were installed.
- (e) *Temporary Construction Activities.* Construction, maintenance, repair, replacement, rearrangement and remodeling of buildings and improvements within Building Areas and of landscaping, pedestrian walkways and other improvements in the Common Area not substantially affecting or changing the Common Area except as permitted or required herein. All such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Common Area and

the business operations of the Owners and Occupants within the Shopping Center. All such work shall be diligently prosecuted to completion. The Common Area may be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein and temporary storage of materials being utilized in connection with such construction, subject to all of the other terms of this Section 2.1(e) and this Declaration, provided no material, equipment or temporary storage facilities may be located upon the Common Area of any Parcel without the express written consent of such Parcel's Owner and Declarant.

(f) *Service and Delivery Vehicles.* Ingress, egress, and temporary parking of delivery and service vehicles for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Occupant in the loading areas at the rear of each Building Area; provided, however, that deliveries may be made at the front of Building Areas for security purposes (such as deliveries or pick-ups made by armored vehicles) and for those buildings without service access in the rear of the building, as depicted on the Site Plan.

(g) *Pylon and Monument Signs.* The construction, repair, maintenance and replacement of (i) pylon signs identifying Occupants in the Shopping Center, and (ii) monument signs either identifying Occupants in the Shopping Center or providing directions, or both, which signs Declarant may, in its sole discretion, construct and operate within the Common Area.

2.2 CREATION OF EASEMENTS AND EQUITABLE SERVITUDES

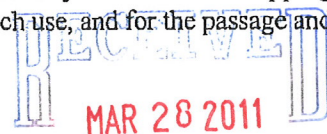
Subject to the restrictions provided for elsewhere in this Declaration, there are hereby created non-exclusive easements and equitable servitudes, appurtenant to and for the benefit of each Parcel and the Shopping Center, over, across, in, under and through the Common Area for the uses and purposes set forth in Section 2.1. There are hereby also further created non-exclusive easements and equitable servitudes for the benefit of each Parcel and the Shopping Center for ingress, egress and access to the Common Area located over, along and under the Common Area for the purpose of effectuating any necessary repairs, maintenance and replacement of the Common Area located on the Parcels as provided herein.

2.3 NO WALLS, FENCES OR BARRIERS

No walls, fences or barriers of any sort or kind shall be constructed or erected in the Shopping Center, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of Occupants, including without limitation, pedestrians and vehicular traffic between the various Parcels and between, within and throughout the Shopping Center, the Parcels and the Adjacent Center; provided, however, curb stops and other reasonable traffic controls, including, without limitation, stop signs, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic consistent with the Site Plan, may be installed by an Owner on its Parcel with the prior written consent of Declarant to the extent such controls do not materially adversely affect any other Parcel or Owner, or any Occupant of the Shopping Center. Notwithstanding the foregoing, an Owner or Occupant may install temporary traffic controls in the event of an emergency condition.

2.4 CREATION OF EASEMENTS FOR THE ADJACENT CENTER

Subject to the restrictions provided elsewhere in this Declaration, there are hereby created, for the benefit of the Adjacent Center and the occupants thereof, and such occupants' Permittees (as defined below), a non-exclusive easement for the passage of vehicles over and across the driveway areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use, and for the passage and



accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use.

2.5 RESTRICTIONS AND RESERVATIONS

All easement rights granted in this Declaration shall be subject to the following reservations as well as any other provisions contained in this Declaration:

(a) Each Owner further reserves the right to close off the portion of the Common Area owned by such Owner for a reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to Declarant and the other Owners of its intention to do so, and shall attempt to coordinate such closing with the other Owners so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; and

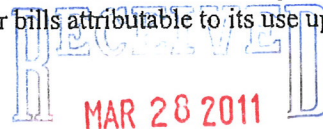
(b) Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using the Common Area owned by such Owner. As used herein, a "Permittee" shall mean all Occupants of the Shopping Center and Adjacent Center and the officers, directors, employees, agents, contractors, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupants insofar as their activities relate to the intended development, use and occupancy of the Shopping Center and Adjacent Center. Persons engaged in civic, public or political activities within the Shopping Center (including without limitation, (i) distributing handbills, booklets or circulars, (ii) exhibiting any signs, placards or notices, (iii) picketing, parading or demonstrating, and (iv) failing to follow the regulations established by the Declarant for use of the Common Area) shall not be considered Permittees.

SECTION 3 CONSTRUCTION AND DEVELOPMENT

3.1. UTILITIES

(a) Any work performed by a Person to connect to, repair, relocate, maintain or install any storm drain, utility-line, sewer, water-line, gas-line, telephone conduits or any other public utility service shall be subject to all conditions of this Declaration and in addition shall be performed without interference with the provision of such services to any other Occupant or Person. Any work of installation, alteration, replacement or repair of utility installations which requires interference with the paving in the parking lots or driveways in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access to the various business establishments in the Shopping Center.

(b) The Shopping Center contains master water meters and it is from these master water meters only that the local water district conducts its readings for the basis of its periodic billing for water consumption. As of the date hereof, the master water meters are maintained in the name of Declarant, who shall be billed directly by the local water district for the Shopping Center's consumption. Therefore, each Parcel Owner, and upon request by Declarant, any Occupant, shall install a separate sub-meter (or check meter) from the applicable master water meter, at such Parcel Owner's or Occupant's expense. Declarant, or its designated successor in interest, may bill each Parcel Owner or, in Declarant's sole discretion, each Occupant, for its actual water consumption during such period, plus an administrative fee of ten percent (10%). The owner of each Parcel agrees to pay or cause to be paid the water bills attributable to its use upon



demand. Such charges shall be in addition to, and not a part of, the Common Area Maintenance Cost (as defined below).

3.2 EMINENT DOMAIN

Should any portion of the Shopping Center be taken for any public or quasi-public use by any lawful power or authority by the right of condemnation or of eminent domain or by agreement between any Owner and those having the authority to exercise such right ("Taking"), then after such Taking the Owner of the Parcel that is the subject of the Taking shall restore the Parcel as completely as reasonably possible to its condition before the Taking. After and as a result of such restoration, such Owner or party shall use reasonable efforts to ensure that reasonable access exists between Parcels, the Adjacent Center and the Shopping Center and that driveways, entryways and parking areas are configured to allow the free flow of pedestrian and vehicular traffic into, out of and through the Parcels, the Adjacent Center and Shopping Center.

3.3 MAINTENANCE OF PARCELS BY OWNERS AND OCCUPANTS

Each Owner shall maintain the Building Area on its Parcel, and all improvements on such Building Area, in a first-class manner so that such Building Area shall be in a good and clean condition and repair.

3.4 INTENTIONALLY OMITTED

3.5 SELF-HELP

Should any Owner fail to take any action as required by Sections 3.3, 3.10 or 5.3(i or ii) hereof to be taken by it, then such party shall be in default and Declarant or any non-defaulting Owner may take such reasonable action on behalf of the defaulting Owner after giving the Owner of such Parcel and Declarant thirty (30) days initial written notice of the non-defaulting party's intent to do so and a second written notice of such intent no less than five (5) days prior to taking said action. At any time within such notice periods, Declarant may, but shall have no obligation to, notify such non-defaulting Owner that Declarant will take such reasonable action as to cure the default of the defaulting Owner, in which case the non-defaulting Owner shall take no action. Any such work shall be in a first-class and good and workmanlike manner. The defaulting Owner shall reimburse the Declarant or non-defaulting Owner for all reasonable sums so paid and for all reasonable costs and expenses incurred by Declarant or the non-defaulting Owner in connection with the performance of any such act, plus a fee equal to ten percent (10%) of all such costs and expenses incurred. If the defaulting Owner begins to undertake the required action within such thirty (30) day period and diligently pursues such action to completion, then the default shall be cured and Declarant or the non-defaulting Owner shall take no action.

3.6 REPAYMENT

Any reasonable sums actually paid and all reasonable costs and expenses actually incurred by Declarant or a non-defaulting Owner pursuant to Section 3.5 above on behalf of the defaulting Owner shall be due and payable by and upon written demand given to the Owner of such Parcel, together with invoices for work performed in connection therewith and reasonable evidence of the payment of the same, and unconditional lien releases from all Persons who performed such work. All sums due shall not bear interest if paid within thirty (30) days of the date such demand is made, but all sums not paid on or before thirty (30) days from such demand shall bear interest at ten percent (10%) per annum in excess of the Prime Rate from the date when due until paid. The term "Prime Rate" shall mean the rate (or the average of rates, if more

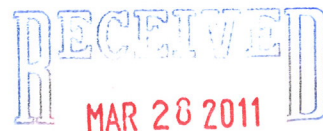
than one rate appears) from time to time inserted in the blank of the "Money Rate" section of the Wall Street Journal (National Edition) in the section reading "Prime Rate". All payments on account shall be applied first to interest then to principal first due.

3.7 LIEN

All sums owed pursuant to the terms of this Declaration and not paid within the time periods as required hereby shall be a lien on the Parcel of the defaulting Owner. The Declarant or Owner that completed work on the defaulting Owner's Parcel may bring an action at law or in equity against such defaulting Owner obligated to pay the same, or foreclose the lien against the Parcel owned by such defaulting Owner. The provisions of Sections 116.3116 to 116.31168 of the Nevada Revised Statutes or any successor statute or statutes are hereby adopted and incorporated herein for the purpose, among other things, of establishing the manner in which any charges referred to herein shall become a lien against the Parcel possessed by the defaulting Owner owning or possessing the same, the priority of such liens, and the manner in which they are enforced. Any reference in such statute to a planned unit development shall be deemed for the purposes hereof to be a reference to the applicable Parcel and any reference therein to an organization shall be deemed a reference to the Declarant or non-defaulting Owner. Any lien so created shall also secure reasonable attorneys' fees incurred by the Declarant or non-defaulting Owner incident to the collection of such charges or the enforcement of such lien. Such lien may also be enforced in any manner permitted by law. No lien created pursuant to this Section 3.7 shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value.

3.8 INITIAL CONSTRUCTION

Each building in the Shopping Center shall be of first-class quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center and will not be materially inconsistent with the architectural scheme of the Shopping Center established by Declarant. Such requirements shall be conclusively presumed satisfied for improvements approved or built by or for Declarant. All initial construction of improvements within the Shopping Center shall be subject to the prior approval of Declarant. Such approval shall not be required for any improvement constructed by or for Declarant. Each Owner other than Declarant shall submit to Declarant all plans, drawings and specifications of the planned improvements for the Parcel for review and approval by Declarant before their submission to the City of Las Vegas or any political subdivision thereof. All such plans, drawings and specifications shall comply with the sign plan, landscape plan and architectural plan for the Shopping Center (collectively, the "Architectural Guidelines"), which shall be created, implemented and revised by Declarant, in its sole discretion, and which Architectural Guidelines shall be as provided to each Owner by Declarant from time to time upon request. Changes in the Architectural Guidelines shall not apply to completed work or work to be completed pursuant to plans previously approved by Declarant (provided that such work otherwise complies with the terms of this Declaration), but shall apply to subsequent modifications as provided in Section 3.9 below. Once approved by Declarant, there shall be no material changes to an Owner's plans, drawings or specifications. Neither Declarant nor any agent or employee thereof shall be liable to any Owner or any other party for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Notwithstanding anything to the contrary contained herein, this Section 3.8 shall not be applicable to The Great Indoors.



3.9 MODIFICATION OF BUILDINGS

The exterior of any building shall not be modified in any material way (including, without limitation, signs and color) without the prior approval of Declarant. Further, any modification or remodeling of a building or structure shall comply with the then-current Architectural Guidelines and all plans, drawings and specifications for such modifications shall be approved by Declarant before their submission to the City of Las Vegas or any political subdivision thereof. Before the modification or remodeling of any building is commenced, sufficient information shall be sent to Declarant to enable Declarant to make a reasonable determination as to the architectural and aesthetic compatibility of the proposed modification with all other buildings in the Shopping Center. Declarant must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if Declarant disapproves the proposal, it shall provide a written explanation of its general reasons for disapproval. If Declarant fails to respond to a proposal within the thirty (30) day period, or rejects or disapproves the proposal but fails to provide the required explanation within the thirty (30) day period, Declarant shall be deemed to have approved same; provided, however, that under no circumstances shall such plans and specifications be deemed approved if they contain a violation of any applicable law, rule or regulation, including, without limitation, applicable building codes. If the proposal is not approved by Declarant as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal. The approvals and submittals required hereby shall not apply to any work undertaken by or at the direction of Declarant. Neither Declarant nor any agent or employee thereof shall be liable to any Owner or any other party for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Notwithstanding anything to the contrary contained herein, this Section 3.9 shall not be applicable to The Great Indoors.

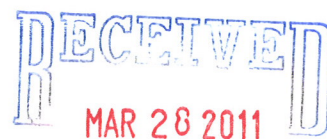
3.10 CONSTRUCTION RULES

The following rules shall apply to all construction on a Parcel, whether the initial construction on the Parcel or otherwise:

(a) After initial construction on a Parcel is complete, any additional construction shall be commenced within six (6) months after obtaining a building permit for the improvements to be made.

(b) All construction shall be carried out in an orderly and timely manner and once construction has commenced shall be diligently pursued to completion within one (1) year. Any construction envisioned to require more than one (1) year for completion shall require the prior written approval of the Declarant before commencement of construction and all other construction in progress actually requiring more than one (1) year for completion shall require the written approval of the Declarant before continuation beyond the one-year period is permitted (which approval, in the case of extensions, shall not be unreasonably withheld or delayed if the Owner can demonstrate that completion within the one-year period was not accomplished due to causes over which it had no reasonable control and to which it did not contribute, financial inability, imprudent management and negligence excepted).

(c) All construction sites shall be enclosed with a lockable chain link fence, kept in a neat and good condition at all times and locked whenever construction is not actually being performed. Stored building materials shall be appropriately hidden from view, to the extent deemed reasonably necessary by the Declarant.



(d) All portable toilets shall be located a minimum of twenty-five feet (25') from areas to which the general public has access and shall be emptied as often as required to ensure the containment of any noxious odors.

(e) Dust from all construction sites shall be controlled at all times by watering down the construction site. Any sandblasting activities shall be restricted to the water-type application. The Owner of the Parcel on which or for whose benefit construction is being performed shall be responsible for maintaining the Common Area and adjacent public streets (or causing the same to be maintained) in a clean, dust-free and mud-free condition on a daily basis, and shall be responsible for complying with or causing compliance with dust and pollution laws and regulations.

(f) All Common Areas or utilities that are damaged due to the construction process on a Parcel shall be repaired, to the reasonable satisfaction of the Declarant, at the sole expense of such Parcel's Owner or the Occupant undertaking such construction activity. The damaged Common Area shall be repaired within seven (7) days after the damage occurs; damaged utilities shall be repaired within twenty-four (24) hours after the damage occurs.

(g) Any landscaping materials or sprinkler systems in the Shopping Center damaged in the course of construction on a Parcel shall be replaced or repaired within two (2) days after damage is detected, to the reasonable satisfaction of the Declarant, at the sole expense of such Parcel's Owner or the Occupant undertaking such construction activity.

(h) Construction, delivery and other vehicles operated or utilized in connection with construction activities upon a Parcel shall be parked only upon such Parcel or, with the prior written consent of the Owner of another Parcel, upon such other Parcel.

(i) If any damage required to be repaired by a Parcel's Owner pursuant to this Section 3.10 is not repaired to the reasonable satisfaction of the Declarant or applicable public or private utility within the time periods specified, the Declarant may, at its option, cause the damage to be repaired in accordance with the provisions of Section 3.5.

(j) Compliance with all applicable laws, rules, regulations and building codes.

SECTION 4 COMMON AREA MAINTENANCE

4.1 MAINTENANCE OF COMMON AREA

Declarant shall operate, maintain and keep in good condition and repair the Common Area, including, but not limited to parking fields and Parking Structures, entryways, roads, sidewalks, landscaping, drainage, public utilities and lighting facilities so that all areas of the Common Area shall be in a good and clean condition and repair as determined in Declarant's reasonable discretion. Such maintenance shall include, without limitation, maintaining, repairing, restriping and resurfacing, as necessary, all paved surfaces and maintaining all landscaping and plant material in a healthy and first class manner.

4.2 COMMON AREA MAINTENANCE COST

(a) "Common Area Maintenance Cost" shall mean the cost of managing, operating, insuring, equipping, lighting, repairing, replacing and maintaining the Common Area in accordance with

Section 4.1 above, along with the cost of all expenses incurred for the benefit of the Shopping Center, including, without limitation, insurance costs, taxes, security and utility costs, all as determined by Declarant in its reasonable discretion. Common Area Maintenance Cost shall be reduced by the amount contributed by (an) Anchor User(s) for such services and maintenance. Each Owner's "Proportionate Share" shall mean the ratio that the total square feet of gross area of floor space of all buildings on the Parcel owned by such Owner bears to the total square feet of gross area of floor space of all buildings in the Shopping Center from time to time, less the gross area of the floor space of any Anchor User, all as determined in Declarant's reasonable discretion. For the purposes of this Section 4.2(a), "buildings" shall not include any Parking Structures. Floor space shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components, as determined in Declarant's reasonable discretion.

(b) As compensation for the operation and maintenance of the Common Area as specified in this Section 4, Declarant shall receive an administrative fee equal to fifteen percent (15%) of the total of all other Common Area Maintenance Costs, exclusive of insurance, real property taxes and costs of onsite management, if any. The Owner of each Parcel shall each pay its Proportionate Share of the fee in accordance with the provisions of this Section 4.2.

(c) All costs incurred in the operation and maintenance of the Common Area shall be promptly paid timely by Declarant when incurred.

(d) Commencing with the first day of each calendar month during the term of this Declaration, and on the first day of each month thereafter, each Owner shall pay to Declarant an amount estimated by Declarant to be such Owner's Proportionate Share of Common Area Maintenance Cost. Each Anchor User or the Owner of the Parcel occupied by such Anchor User shall pay Common Area Maintenance Cost directly to Declarant in such amounts and on such terms as is mutually agreeable to such Anchor Tenant, the Owner of such Parcel and Declarant.

(e) Such estimated charge may be adjusted by the Declarant from time to time on the basis of its experience and anticipated costs of maintaining the Common Area hereunder. After the end of each quarter of the calendar year, or at the option of the Declarant, the end of each calendar year, the Declarant shall submit a statement to each Owner for its respective Proportionate Share of the actual costs and expenses paid or incurred by the Declarant for the previous quarter or year. Such statement shall set forth the total Common Area Maintenance Cost for the previous quarter or year, the amount of such Owner's Proportionate Share of Common Area Maintenance Cost for such calendar quarter or year, and the total estimated payments made by such Owner with respect to such period under this subsection (e). If an Owner's Proportionate Share of Common Area Maintenance Cost exceeds that Owner's estimated payments, that Owner shall pay to the Declarant the deficiency within fifteen (15) days after receipt of such statement. If such estimated payments exceed that Owner's Proportionate Share of Common Area Maintenance Cost, that Owner shall be entitled to offset the excess against payments next thereafter due the Declarant under this subsection (e) until such overpayment is exhausted.

(f) Any Owner may require any tenant or Occupant of such Owner's Parcel to pay Common Area Maintenance Costs directly to the Declarant. Such arrangement shall not relieve Owner of any obligation hereunder and shall not reduce the total amount of Common Area Cost otherwise due from Owner. Owner shall continue to be primarily liable for the payment of such Owner's Proportionate Share of Common Area Maintenance Cost hereunder.

4.3 ALTERNATIVE MAINTENANCE CHARGES

Declarant may, in its discretion, incorporate the Common Area maintenance obligations of the Shopping Center into contractual arrangements covering all or any portion of the Adjacent Center; provided that all such costs are allocated between the Shopping Center and Adjacent Center based upon the benefit received, in Declarant's reasonable discretion.

4.4. OPERATING AGREEMENT

Notwithstanding any other provision to the contrary contained in this Section 4, Declarant may enter in to an agreement at reasonable market rates and terms with a third party operating entity for the operation and maintenance of the Common Area as provided in this Section 4, which third party may be affiliated with the Declarant.

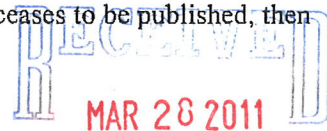
SECTION 5 INSURANCE AND INDEMNIFICATION

5.1. INDEMNITY

Each Owner shall indemnify, defend and hold the other Owners and Declarant harmless from and against all claims, expenses, liabilities, loss, damage and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of (i) the death of, or any accident, injury, loss or damage, howsoever caused, to any Person or loss of or damage to the property of any Person as shall occur in or about any portion of such Owner's Parcel, (ii) the death of, or any accident, injury, loss or damage to any Person or damage to the property of any Person resulting from the negligence or willful act or omission of an Owner or its Occupants, wherever the same may occur, or (iii) by reason of injury to or death of persons, damage to property or claims of lien for work or labor performed, materials or supplies furnished arising out of or in connection with use by an Owner or its Occupants of the easements granted hereunder or exercise of the rights granted herein, except claims resulting from the negligence or willful act or omission of the indemnified Owner or any Occupant of such Owner's Parcel, wherever the same may occur.

5.2. PUBLIC LIABILITY INSURANCE

Each Owner shall at all times during the term hereof maintain or cause to be maintained comprehensive public liability and property damage insurance covering all buildings on its Parcel to protect against any liability to the public arising out of or related to the use of or resulting from any accident occurring in or upon such Owner's Parcel, with limits of liability of not less than the following in Constant Dollars: (i) Five Million Dollars (\$5,000,000.00) combined single limit for injury or death of one or more persons, and (ii) Two Million Dollars (\$2,000,000.00) for property damage. For the purposes of this Section 5.2, "Constant Dollars" means the present value of dollars. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or any successor index thereto. If the Index ceases to be published, then



the Declarant shall select a substitute index and method of measuring Constant Dollars in its reasonable discretion.

5.3. PROPERTY INSURANCE

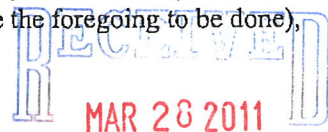
Each Owner shall at all times carry, or cause to be carried, comprehensive all risk property insurance upon all buildings and improvements located upon its Parcel in an amount not less than the full replacement cost thereof (excluding foundations or excavations). The loss, if any, covered by such insurance shall be paid to the respective Owner, provided that if the mortgagee or beneficiary under any mortgage or deed of trust has agreed in writing that insurance proceeds shall be available for use for the purpose of compliance with this Section 5.3, such insurance may name such mortgagee or beneficiary as an additional insured as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any buildings on a Parcel, the affected Owner shall (i) repair (or cause to be repaired) any such damage or destruction and reconstruct the building or (ii) demolish and dispose of the damaged or destroyed improvements and clear away the rubble, either of the foregoing (i) or (ii) must be accomplished in accordance with the concept of an integrated shopping center and the provisions of Sections 3.9 and 3.10 of this Declaration. The proceeds of all insurance and condemnation awards shall be used by the affected Owner in payment for such restoration and reconstruction or demolition. The affected Owner shall commence (or cause to be commenced) restoration, reconstruction or demolition as herein provided as soon as reasonably possible after the damage or destruction, regardless of receiving insurance or condemnation proceeds, and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter not exceeding one hundred eighty (180) days.

5.4. MUTUAL RELEASE

Each Owner for itself, and, to the extent it is legally possible for it to do so, on behalf of its insurer and without affecting the coverage provided by insurance required to be maintained by any other Owner hereunder, hereby releases and waives any right to recover against Declarant, the other Owners and Occupants for any liability for (a) damages for injury to or death of persons, (b) any loss or damage to property, including, without limitation, the property of any Owner or Occupant located upon or in the Shopping Center, (c) any loss or damage to buildings or other improvements in the Shopping Center or the contents thereof, or (d) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered by insurance carried or required to be carried by or on behalf of each Owner. The provisions of this Section 5.4 are intended to restrict each Owner (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims that might give rise to a right of subrogation in any insurance carrier.

5.5. GENERAL PROVISIONS

All policies required to be maintained pursuant to the terms of this Declaration shall be written on an occurrence basis and issued by companies having a A.M. Best's rating of not less than A-VII, and which are authorized to do business in Nevada. Each Owner shall deliver (or cause to be delivered) to the Declarant copies of policies or certificates of insurance required hereunder showing that said policies are in effect. All policies providing for self-insurance or "deductibles" may permit one or more of the named insureds to assume the right to defend or adjust claims that reasonably appear to be susceptible of settlement or final resolution within the limits of the self-insurance. All policies shall provide primary insurance. The coverage provided by policies shall not be limited, reduced or diminished by virtue of the subrogation waiver contained in Section 5.4. Should any Owner fail to acquire, maintain or renew any insurance required to be maintained by it under this Declaration, or to pay the premium therefor (or cause the foregoing to be done),



then and in any of said events, the Declarant, upon written notice, may procure such insurance if such failure is not cured within ten (10) days of receipt of such notice, and any sums expended by it to procure any such insurance shall be forthwith repaid upon demand plus fifteen percent (15%) of the sums paid. Each Owner shall obtain (or cause to be obtained) written undertakings from each insurer under policies required to be maintained by it to notify all insureds thereunder at least thirty (30) days prior to cancellation or modification. Any policy required to be maintained hereunder by any Owner may be maintained under a so-called "blanket policy" insuring other parties and other locations so long as the amount of insurance and the scope of coverage required to be provided hereunder are not thereby diminished and in any event, any blanket commercial liability insurance policies shall not contain a general policy aggregate of less than Twenty Million Dollars (\$20,000,000) in Constant Dollars. An Owner may self insure its insurance obligations under this Declaration; provided, however, that (i) at all times during such periods of self insurance, such Owner maintains a net worth of no less than One Hundred Million Dollars (\$100,000,000) in Constant Dollars (exclusive of such Owner's interest in the Shopping Center or improvements thereon), and (ii) such Owner shall provide Declarant a copy of an annual financial statement audited by an independent certified public accountant within thirty (30) days after such statement has been prepared, and such other financial statements as may be reasonably requested by Declarant from time to time.

SECTION 6 EFFECT OF BREACH UPON PURCHASERS AND MORTGAGEES

The breach of this Declaration shall not entitle Declarant or any Owner, Occupant or other Person to cancel, rescind or otherwise terminate its obligations hereunder. No breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but the covenants and restrictions, easements and conditions herein contained shall be binding upon and effective against the Owner of any Parcel, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

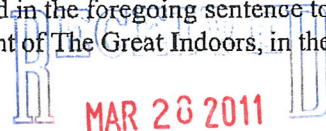
SECTION 7 COVENANTS AND RECORDATION

All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be perpetual and shall be binding upon and shall inure to the benefit of the Owners and Occupants. All of the provisions of this Declaration shall be covenants running with the land and equitable servitudes pursuant to applicable law. This Declaration shall become effective and binding upon recordation of this Declaration in the Office of the Recorder of Clark County, Nevada.

SECTION 8 AMENDMENTS

8.1 AMENDMENTS

Except as otherwise herein expressly provided, this Declaration may be amended by an instrument signed by Declarant, with the written consent of The Great Indoors, as long as The Great Indoors is an Occupant of the Shopping Center, which consent shall not be unreasonably withheld, conditioned or delayed as long as the amendment shall not: (i) abrogate any easement unless consented to by the Owners of all affected Parcels, (ii) permit any Parcel to be used in a manner prohibited under Section 9.3 or (iii) materially and adversely affect The Great Indoors. Notwithstanding anything contained in the foregoing sentence to the contrary, Declarant may amend this Declaration without the written consent of The Great Indoors, in the



event that such amendment to this Declaration shall only impose a Permitted Use restriction, pursuant to Section 9.1 below, and/or grant an Exclusive Use, pursuant to Section 9.2 below, so long as The Great Indoors shall not be bound by such Exclusive Use. Any amendment must be recorded in the Office of the Recorder of Clark County, Nevada. No amendment to this Declaration shall be valid that would tend to defeat the priority position of a first mortgagee, deed of trust beneficiary or sale-leaseback lessor with respect to its lien or interest or which would make such mortgage, deed of trust, or lease illegal under then applicable governmental regulation unless consent is obtained in writing from such mortgagee, beneficiary or lessor. No amendment shall impose a materially greater obligation on or materially impair a right of an Owner without the consent of such Owner, except as otherwise set forth in Section 9.2 below.

8.2 SUPPLEMENTS

Declarant may, without the approval of any other Owner, from time to time cause to be recorded supplements hereto affecting only that portion of the Shopping Center then owned by Declarant. Such supplements may, among other things, allocate assessments imposed pursuant hereto among the different Parcels then owned by Declarant, further restrict the use thereof, and impose such other burdens and give such other rights as Declarant may elect with respect to the Parcels then owned by Declarant, provided that no such supplement shall (i) abrogate any easement unless consented to by the Owners of all affected Parcels, (ii) permit any Parcel to be used in a manner prohibited hereunder, or (iii) materially and adversely affect any Occupant. Notwithstanding the foregoing and Section 9, Declarant may amend this Declaration to allow gaming on a Parcel; so long as such gaming (a) shall be ancillary to the primary use of such Parcel as a food store, drug store, restaurant, bar or tavern; and (b) shall not exceed fifteen (15) gaming devices per establishment.

SECTION 9 USE

9.1 Permitted Use.

In conjunction with the sale of Parcels or the leasing of portions thereof by Declarant, Declarant may require an Owner or Occupant to use its Parcel or the portion thereof that it occupies for a specific use and no other ("Permitted Use"). Such Permitted Uses may be recorded as amendments to this Declaration in the sole discretion of the Declarant if authorized by written agreement between Declarant and such affected Owner or prospective Owner, and may not be amended without the consent of Declarant and the Owner to which the Permitted Use applies. When a Parcel is subject to a Permitted Use, it shall be used for such Permitted Use and no other without the consent of the Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion. When a Parcel is not subject to a Permitted Use, then it may be used for any purpose not otherwise prohibited by this Declaration.

9.2 Exclusive Uses.

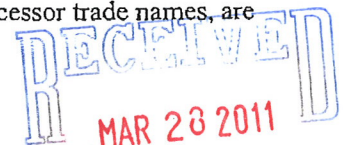
In conjunction with the sale of Parcels or the leasing of portions thereof by Declarant, Declarant may grant an Owner or Occupant the exclusive right within all or a portion of the Shopping Center to use its Parcel or the portion thereof that it occupies (the "Benefited Parcel") for a specific purpose ("Exclusive Use"). Such Exclusive Uses may be recorded as amendments to this Declaration in the sole discretion of the Declarant. Notwithstanding anything in Section 8 to the contrary, no Exclusive Use may be amended without the consent of the Owner or Occupant (or its successor or assign) for whose benefit the Exclusive Use was granted. No Parcel or portion thereof within the Shopping Center shall be used for any Exclusive Use (other than the Benefited Parcel) so long as the Benefited Parcel is used for that Exclusive Use. Should



such Benefited Parcel cease to be used for such Exclusive Use, then such Exclusive Use shall terminate and be of no further force or effect. By purchasing or leasing property within the Shopping Center, each Owner and Occupant agrees to be bound by each Exclusive Use added from time to time by Declarant as amendments to this Declaration, but only to the extent that such Exclusive Use does not violate such Owner's or Occupant's Exclusive Use or primary use of its Parcel or materially interferes with such Owner's or Occupant's actual use of its Parcel, as such use exists at the times of recordation of such amendments. Notwithstanding anything to the contrary contained herein, this Section 9.2 shall not be applicable to The Great Indoors and The Great Indoors will not be bound by any Exclusive Use granted.

9.3 Prohibited Uses.

No portion of the Shopping Center shall be occupied or used, directly or indirectly, for any of the following: (1) the sale of paraphernalia for use with illicit drugs; (2) a massage parlor (but not including massage services provided in connection with the operation of a first class day spa, beauty salon or medical office); (3) an adult bookstore or any other purposes which includes the display or sale of pornographic or obscene material or entertainment, or any other form of sexually oriented business; (4) a flea market; (5) a second-hand store (but not including a first class establishment selling art, antiques and collectibles, estate jewelry, the incidental sale of used audio or visual media at a video or music store, or used "play it again" type sports equipment); (6) a blood/plasma donor facility; (7) an auction house; (8) outside storage of materials or goods (except that Declarant may grant to an Owner or Occupant the right to operate an outdoor sales area in Declarant's sole and absolute discretion); (9) the emission of smoke, fumes, odors, gases, vapors, steam, dust, dirt, cinders and other particles or substances into the atmosphere that are detectable outside of the boundaries of the Building Area where located (except for fumes and odors normally incident to the normal operation of a restaurant), or which may be detrimental to the health, safety, welfare or comfort of any Occupant or Owner, or any other person; (10) a tattoo parlor; (11) gaming; (12) the violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body or agency; (13) emission of noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness; (14) use, in whole or in part, for the warehousing, dumping or disposing of garbage or refuse (except as is ancillary to the operation of a business otherwise permitted hereby); (15) operation for gasoline refining or twenty-four (24) hour manufacturing operations; (16) a public or private nuisance; (17) automotive or R.V. repair or sales facility; (18) a warehouse or "club" store (by way of example only, and not as a limitation, a "Sam's Club", "Costco", or "Super Wal-Mart"); (19) so long as The Great Indoors operates a "The Great Indoors" store in retail building number 4 as shown on the Site Plan (except that such use shall be permitted in such building), a home furnishings and décor superstore or an appliance superstore; (20) before October 22, 2008, and so long as a Target store is operated in the Adjacent Center, operation of a discount retail store containing a floor area in excess of 100,000 square feet, provided that the foregoing shall not prohibit the operation of a home supply retailer such as a Home Depot type operation, (21) before June 1, 2009, and so long as a Vons store is operated in the Adjacent Center, operation of a full-line supermarket such as Smith's, Albertson's or Lucky's; or (22) before March 22, 2020, and only so long as a McDonald's is operated in the Adjacent Center along Rampart Boulevard, for all buildings with frontage on Rampart Boulevard as shown on the Site Plan, a "Fast Food Restaurant", which shall mean any type of food service establishment that serves any amount of hamburgers, cheeseburgers or any other type of beef products served in sandwich form; or ground meat or meat substitute, or a combination of ground meat and meat substitute, or any other type of meat products, any of which are served in sandwich form; provided that the definition of Fast Food Restaurant shall not include any food service establishment that offers as the primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table. In addition, and not by way of example, the following restaurants operating under the listed trade names, Arby's, Burger King, Carl's Junior, Del Taco, Hardee's, In N' Out Burger, Jack-in-the-Box, Rally's and Wendy's or operating under any successor trade names, are prohibited from operating at such buildings.



SECTION 10
NOTICES

10.1 Notice

Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given only if personally delivered, deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or similar delivery service which keeps records of deliveries and attempted deliveries, or if made by facsimile machine (receipt of which is acknowledged or if a copy thereof is delivered by one of the other delivery methods permitted by this Section 10.1). Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed to each Owner or Occupant at the building on its respective Parcel, and as follows:

To Declarant:	Charleston Associates, LLC 9510 W. Sahara Avenue, Suite 200 Las Vegas, Nevada 89117 Attn: Legal Department Telephone: (702) 242-6937 Facsimile: (702) 242-6941
---------------	---

10.2 CHANGES

Any of the above addresses may be changed by the addressee for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other addressees, which notice of change of address shall not become effective, however, until the actual receipt thereof by such addressee.

SECTION 11
MISCELLANEOUS

11.1. NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed a gift or dedication of any portion of the Shopping Center or of any Parcel or portion thereof to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Declaration shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Declarant, Owners and Occupants. Declarant or any Owner may take such action as may be necessary to prevent any such public dedication or appropriation, including, without limitation, temporary closure of the Shopping Center by barriers at entrance-ways on non-business holidays or other appropriate times not disruptive to the businesses of the Occupants. In no event shall such closure exceed the minimum reasonable time required to prevent such dedication or appropriation and such closures shall be carried out so as to minimize any adverse impact on the operation of the business of any Occupant.

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11.2. SEVERABILITY

If any term, provision, covenant or condition of this Declaration, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Declaration and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11.3. CAPTIONS

The captions preceding the text of each section hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

11.4. LITIGATION EXPENSES

This Declaration may be enforced by action by Declarant or any Owner or Occupant. If Declarant or any Owner or Occupant shall bring an action against Declarant or any other Owner or Occupant by reason of the breach of any covenant, term or obligation hereof, or otherwise arising out of this Declaration, the prevailing Declarant, Owner or Occupant in such suit shall be entitled to its costs of suit and reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

11.5. PRONOUNS

In this Declaration, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11.6. GOVERNING LAW; VENUE

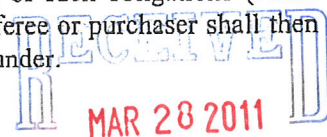
The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Declaration. Any action regarding this Declaration shall be brought in the State or Federal courts located in Clark County, Nevada.

11.7 ENVIRONMENTAL HAZARDS INDEMNIFICATION

Each Owner ("Indemnitor") shall defend, indemnify and hold harmless each other Owner and Declarant regarding government or third party claims and awards against any such indemnified party for any environmental contamination occurring, or hazardous materials existing, on the Parcel owned or occupied by Indemnitor, which were generated (i) by such Indemnitor or its agents, successors or assigns, (ii) in connection with the operation of Indemnitor's business, or (iii) as a result of or arising from the use of the Indemnitor's Parcel.

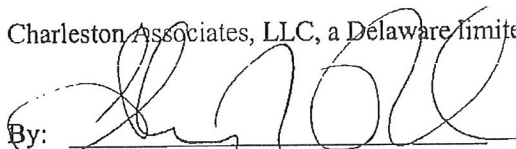
11.8 ASSIGNMENT OF DECLARANT'S RIGHTS AND OBLIGATIONS

Upon sale or transfer by the Declarant of its interest in the Shopping Center with a concurrent or subsequent transfer of its obligations as Declarant to the purchaser or transferee and the purchaser's or transferee's assumption of such obligations, Declarant shall be released from the obligations as the Declarant under this Declaration arising after purchaser's or transferee's assumption of such obligations (while remaining liable for its obligations arising before such time), and such transferee or purchaser shall then become the Declarant hereunder as if originally named as the Declarant hereunder.



IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first set forth above.

Charleston Associates, LLC, a Delaware limited liability company

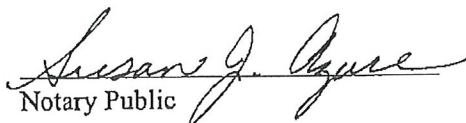
By: 

Name: STACY M. RUSH

Title: MANAGER

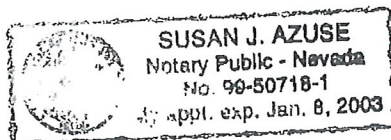
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on February 8, 2001, by Stacy M. Rush as Manager of Charleston Associates, LLC, a Delaware limited liability company.


Notary Public

Exhibits

Exhibit A Description of Shopping Center
Exhibit B Site Plan
Exhibit C Description of Adjacent Center



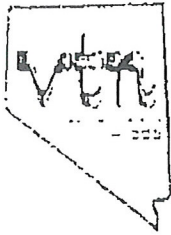
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EXHIBIT A

DESCRIPTION OF SHOPPING CENTER

See Attached

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CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960



W.O. 5334-2
JULY 20, 2000
BY: KAK
P.R. BY: TZ
PAGE 1 OF 3

7-21-2000

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD.

**LEGAL DESCRIPTION
BOCA PARK NORTH**

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PECCOLE RANCH TOWN CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 23, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH SECTION CORNER OF SAID SECTION 32, BEING THE CENTERLINE INTERSECTION OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD; THENCE NORTH $00^{\circ}33'39''$ WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD, 1000.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE NORTHEASTERLY, 923.51 FEET ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}07'31''$; THENCE SOUTH $59^{\circ}26'08''$ EAST, DEPARTING SAID CENTERLINE, AND ALONG A RADIAL LINE, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE POINT OF BEGINNING;

SAID POINT OF BEGINNING ALSO BEING A POINT ON CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1650.00 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING CURVES AND COURSES: NORTHEASTERLY, 267.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}17'23''$; THENCE NORTH $39^{\circ}51'15''$ EAST, 359.32 FEET; THENCE NORTH $41^{\circ}07'38''$ EAST, 225.06 FEET;

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LEGAL DESCRIPTION CONTINUED

W.O. 5334-2

JULY 20, 2000

PAGE 2 OF 3

THENCE NORTH 39°51'15" EAST, 87.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY, 30.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'42" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 31°57'03" EAST; THENCE NORTHEASTERLY, 33.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'42" ; THENCE NORTH 39°51'15" EAST, 122.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 54.00 FEET; THENCE EASTERLY, 80.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'30" TO THE SOUTHERLY RIGHT-OF-WAY OF ALTA DRIVE, SAME BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 845.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 35°24'45" WEST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING CURVES AND COURSES: THENCE SOUTHEASTERLY, 276.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°43'55" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 655.61 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 16°40'51" WEST; THENCE SOUTHEASTERLY, 107.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'10" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1034.80 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 07°17'41" WEST; THENCE EASTERLY, 164.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°07'24" ; THENCE NORTH 88°10'17" EAST, 370.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH 07°46'20" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 1026.35 FEET; THENCE SOUTH 00°19'57" EAST, ALONG SAID BOUNDARY, 369.90 FEET; THENCE SOUTH 89°26'21" WEST, DEPARTING SAID BOUNDARY, 648.23 FEET; THENCE NORTH 50°44'54" WEST, 135.87 FEET; THENCE SOUTH 89°26'21" WEST, 30.03 FEET; THENCE NORTH 00°24'22" WEST, 44.38 FEET; THENCE SOUTH 89°26'21" WEST, 389.77 FEET; THENCE NORTH 00°33'39" WEST, 104.87 FEET; THENCE NORTH 50°55'34" WEST, 247.14 FEET; THENCE NORTH 19°22'11" EAST, 61.61 FEET; THENCE NORTH 39°04'26" EAST, 13.00 FEET; THENCE NORTH 50°55'34" WEST, 189.20 FEET; THENCE NORTH 39°04'26" WEST, 7.20 FEET; THENCE NORTH 15°19'34" WEST, 52.15 FEET; THENCE NORTH 59°26'08" WEST, 50.96 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE " EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

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LEGAL DESCRIPTION CONTINUED

W.O. 5334-2

JULY 20, 2000

PAGE 3 OF 3

CONTAINING 41.72 ACRES, NET, MORE OR LESS, AS DETERMINED BY
COMPUTER METHODS.

BASIS OF BEARINGS:

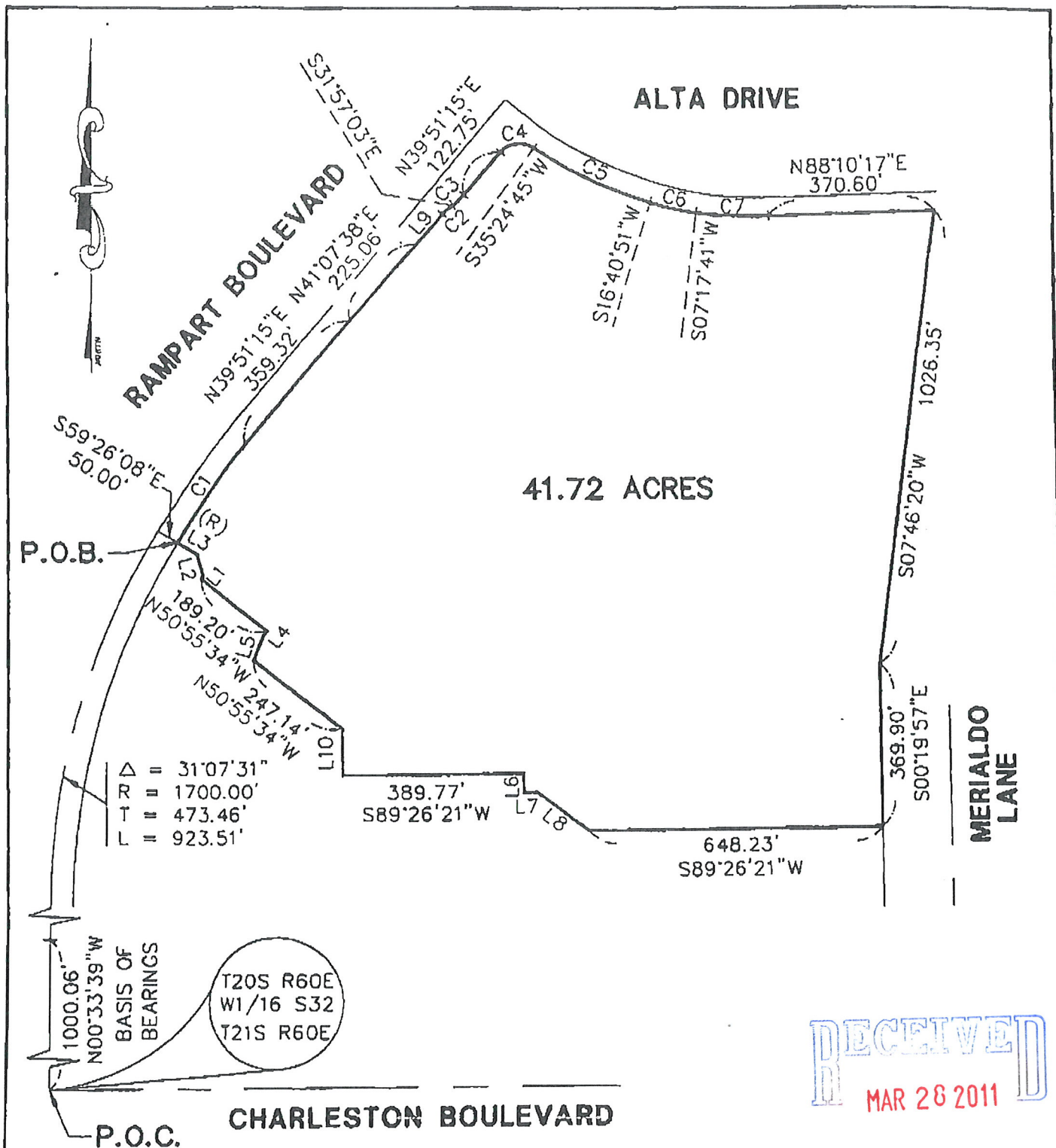
NORTH 00°33'39" WEST, BEING THE BEARING ON THE CENTERLINE OF
RAMPART BOULEVARD, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN
THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE
82 OF PARCEL MAPS, AT PAGE 11.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS
NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN
CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

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MAR 26 2011

vtm nevada
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89102-5148

PROJECT: **EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

FOR: **BOCA NORTH**

G:\CAD\SRVY\BJJA\SRVY\BR-LEGAL

SCALE	HORZ. 1"=300'
	VERT.
W.O. NO.	5334-2
DRAWN BY:	KAK
DATE:	7/20/00
SHEET	1 OF 2

LINE TABLE

NO.	BEARING	DISTANCE
L1	N39°04'26"E	7.20'
L2	N15°19'34"W	52.15'
L3	N59°26'08"W	50.96'
L4	N39°04'26"E	13.00'
L5	N19°22'11"E	61.61'
L6	N00°24'22"W	44.38'
L7	S89°26'21"W	30.03'
L8	N50°44'54"W	135.87'
L9	N39°51'15"E	87.55'
L10	N00°33'39"W	104.87'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	1650.00'	09°17'23"	267.52'	134.05'
C2	95.00'	18°11'42"	30.17'	15.21'
C3	105.00'	18°11'42"	33.34'	16.81'
C4	54.00'	85°33'30"	80.64'	49.97'
C5	845.00'	18°43'55"	276.26'	139.37'
C6	655.61'	09°23'10"	107.40'	53.82'
C7	1034.80'	09°07'24"	164.77'	82.56'

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C:\CAD\SRV\5334\SRV\BR-LEGAL



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89102-5148

PROJECT:

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

FOR:

BOCA NORTH

SCALE

HORZ. 1"=300'
VERT.

W.O. NO.

5334-2

DRAWN BY:

KAK

DATE:

7/20/00

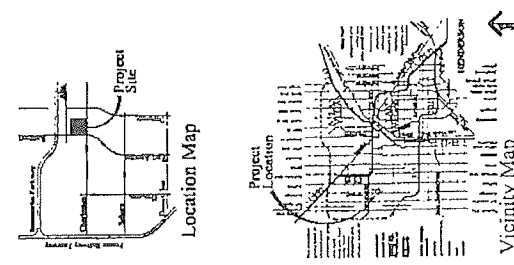
SHEET 2 OF 2

EXHIBIT B

SITE PLAN

See Attached

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MAR 28 2011



Perlman
ARCHITECT

PHILIP HAN ARCHITECTS, INC.
2230 CORPORATE CIRCLE, SUITE
1100 RICHMOND, NEVADA 89314
702/360-3500 702/322-2222 fax
E: oar@perlman.com P: oar@perlman.com WWW: perlman.com

Triple Five Nevada Development Corporation
Las Vegas, Nevada 702-242-6937

Rampart Boulevard and Alta Drive, Las Vegas, Nevada

Site Plan Exhibit

Date	January 3, 2001
Project Number	100035

EXHIBIT C

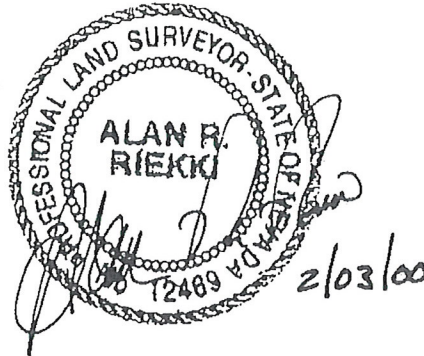
DESCRIPTION OF ADJACENT CENTER

See Attached

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PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960



W.O. 5334-1
OCTOBER 15, 1998
BY: TZ / ARR
P.R. BY: ARR
PAGE 1 OF 2
REVISED: 5/27/99
REVISED: 2/03/00

EXPLANATION:

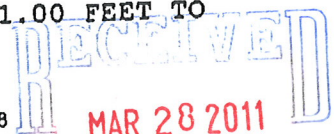
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED
NORTHEASTERLY OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD.

**LEGAL DESCRIPTION
PHASE 1**

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION
KNOWN AS "PECCOLE RANCH TOWN CENTER" ON FILE IN THE OFFICE OF
THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS,
AT PAGE 23, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH SECTION CORNER OF SAID SECTION
32, BEING ON THE CENTERLINE OF RAMPART BOULEVARD; THENCE NORTH
00°33'39" WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD,
119.00 FEET; THENCE NORTH 89°26'21" EAST, DEPARTING SAID
CENTERLINE, 56.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID
RAMPART BOULEVARD, SAME BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES:
NORTH 00°33'39" WEST, 124.06 FEET; THENCE NORTH 07°45'20" EAST,
60.83 FEET; THENCE NORTH 01°42'24" WEST, 81.44 FEET; THENCE
NORTH 15°44'35" WEST, 41.23 FEET; THENCE NORTH 01°42'24" WEST,
118.57 FEET; THENCE NORTH 00°33'39" WEST, 457.05 FEET TO THE
BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF
1650.00 FEET; THENCE NORTHEASTERLY, 547.45 FEET ALONG SAID
RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF
19°00'36"; THENCE SOUTH 71°33'03" EAST, DEPARTING SAID EASTERLY
RIGHT-OF-WAY, 15.00 FEET; THENCE 72°37'30" EAST, 200.04 FEET;
THENCE SOUTH 04°29'51" EAST, 151.87 FEET; THENCE NORTH 89°26'21"
EAST, 681.46 FEET; THENCE SOUTH 00°24'22" EAST, 131.38 FEET;
THENCE NORTH 89°26'21" EAST, 782.86 FEET; THENCE SOUTH 00°19'57"
EAST, 530.10 FEET; THENCE NORTH 89°40'03" EAST, 125.00 FEET TO
THE WESTERLY RIGHT-OF-WAY OF MERIALDO LANE; THENCE SOUTH
00°19'57" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 541.00 FEET TO



LEGAL DESCRIPTION CONTINUED

W.O.5334-1

10/15/98

PAGE 2 OF 2

REVISED: 5/27/99

REVISED: 2/03/00

THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHWESTERLY, 84.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE NORTHERLY RIGHT-OF-WAY OF CHARLESTON BOULEVARD; THENCE SOUTH 89°40'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 559.98 FEET; THENCE SOUTH 89°26'21" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, 1215.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 54.00 FEET; THENCE NORTHWESTERLY, 84.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 51.11 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 00°33'39" WEST, BEING THE BEARING ON THE CENTERLINE OF RAMPART BOULEVARD, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 82 OF PARCEL MAPS, AT PAGE 11.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\C\S\5334\5334PHS3REV4.DOC

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MAR 28 2011

RAMPART BOULEVARD
BASIS OF BEARINGS

T20S R60E
W 1/16 S 32
T21S R60E

P.O.C.

P.O.B.

CHARLESTON BOULEVARD

T20S R60E
1/4 S 32
T21S R60E

MERIALDO LANE

T20S R60E
E1/16 S5
T21S R60E



REVISED: 5/27/99
REVISED: 2/03/00

VTM
nevada

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
PHASE 1

W.O.#: 5334-1
DATE: 10/15/98
BY: TZ / ARR
SCALE: 1" = 300'
SHEET 1 OF 1

G:\C\S\5334\PHASE.DWG

Project: 5334srvy
Lot Map Check

Thu Feb 03 10:58:52 2000

Lot name: PHASE1NEW

North: 16123.28	East: 17690.35
Line Course: N 00-33-39 W	Length: 124.06
North: 16247.33	East: 17689.14
Line Course: N 07-45-20 E	Length: 60.83
North: 16307.60	East: 17697.34
Line Course: N 01-42-24 W	Length: 81.44
North: 16389.01	East: 17694.92
Line Course: N 15-44-35 W	Length: 41.23
North: 16428.69	East: 17683.73
Line Course: N 01-42-24 W	Length: 118.57
North: 16547.21	East: 17680.20
Line Course: N 00-33-39 W	Length: 457.05
North: 17004.24	East: 17675.73
Curve Length: 547.45	Radius: 1650.00
Delta: 19-00-36	Tangent: 276.26
Chord: 544.94	Course: N 08-56-39 E
Course In: N 89-26-21 E	Course Out: N 71-33-03 W
RP North: 17020.39	East: 19325.65
End North: 17542.55	East: 17760.45
Line Course: S 71-33-03 E	Length: 15.00
North: 17537.81	East: 17774.68
Line Course: S 72-37-30 E	Length: 200.04
North: 17478.07	East: 17965.59
Line Course: S 04-29-51 E	Length: 151.87
North: 17326.67	East: 17977.50
Line Course: N 89-26-21 E	Length: 681.46
North: 17333.34	East: 18658.93
Line Course: S 00-24-22 E	Length: 131.38
North: 17201.96	East: 18659.86
Line Course: N 89-26-21 E	Length: 782.86
North: 17209.62	East: 19442.68
Line Course: S 00-19-57 E	Length: 530.10
North: 16679.53	East: 19445.76
Line Course: N 89-40-03 E	Length: 125.00
North: 16680.26	East: 19570.76
Line Course: S 00-19-57 E	Length: 541.00
North: 16139.27	East: 19573.90
Curve Length: 84.82	Radius: 54.00
Delta: 90-00-00	Tangent: 54.00
Chord: 76.37	Course: S 44-40-03 W
Course In: S 89-40-03 W	Course Out: S 00-19-57 E
RP North: 16138.95	East: 19519.90
End North: 16084.95	East: 19520.21
Line Course: S 89-40-03 W	Length: 559.98
North: 16081.70	East: 18960.24
Line Course: S 89-26-21 W	Length: 1215.42
North: 16069.81	East: 17744.88
Curve Length: 84.82	Radius: 54.00

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Project: 5334srvy

Thu Feb 03 10:58:52 2000

Lot Map Check

Delta: 90-00-00

Tangent: 54.00

Chord: 76.37

Course: N 45-33-39 W

Course In: N 00-33-39 W

Course Out: S 89-26-21 W

RP North: 16123.80

East: 17744.35

End North: 16123.28

East: 17690.35

Perimeter: 6534.39 Area: 2,226,298.754 sq.ft. 51.109 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00

Course: S 50-22-28 E

Error North: -0.001

East: 0.001

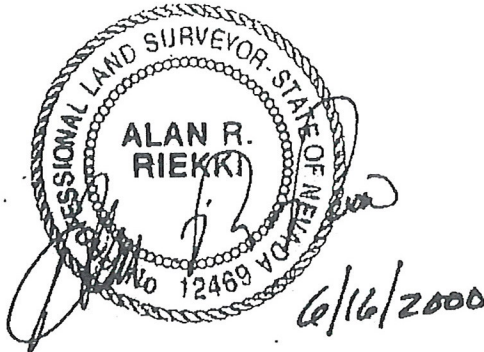
Precision 1: 3,557,022.19

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MAR 28 2011

Exhibit C
Part II



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960



W.O. 5334-1-D
NOVEMBER 12, 1999
BY: ARR
P.R. BY: TZ
(PAGE 1 OF 2)
REVISED 6/16/00

PHASE II - SHOPS AT BOCCA PARK
LEGAL DESCRIPTION

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PECCOLE RANCH TOWN CENTER" ON FILE AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 23, LOCATED WITHIN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 32, BEING ON THE CENTERLINE INTERSECTION OF CHARLESTON BOULEVARD AND RAMPART BOULEVARD, SAID POINT BEING MARKED BY A CITY OF LAS VEGAS BRASS CAP IN CONCRETE STAMPED "PLS 5094"; THENCE NORTH 00°33'39" WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD, 1000.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE NORTHEASTERLY, 923.51 FEET ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'31"; THENCE SOUTH 59°26'08" EAST, DEPARTING SAID CENTERLINE, 50.00 FEET TO THE CURVING EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 59°26'08" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY, 50.96 FEET; THENCE SOUTH 15°19'34" EAST, 52.15 FEET; THENCE SOUTH 39°04'26" WEST, 7.20 FEET; THENCE SOUTH 50°55'34" EAST, 189.20 FEET; THENCE SOUTH 39°04'26" WEST, 13.00 FEET; THENCE SOUTH 19°22'11" WEST, 61.61 FEET; THENCE SOUTH 50°55'34" EAST, 247.14 FEET; THENCE SOUTH 00°33'39" EAST, 104.87 FEET; THENCE SOUTH 89°26'21" WEST, 345.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1435.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 77°41'52" WEST; THENCE NORTHEASTERLY, 157.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°17'49";

MAR 28 2011

NOVEMBER 12, 1999
W.O. 5334-1-D
(PAGE 2 OF 2)
REVISED 6/16/00

THENCE NORTH $72^{\circ}37'30''$ WEST, 200.04 FEET; THENCE NORTH $71^{\circ}33'03''$ WEST, RADially, 15.00 FEET TO THE CURVING EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1650.00 FEET; THENCE NORTHEASTERLY, 348.90 FEET ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF $12^{\circ}06'55''$ TO THE POINT OF BEGINNING;

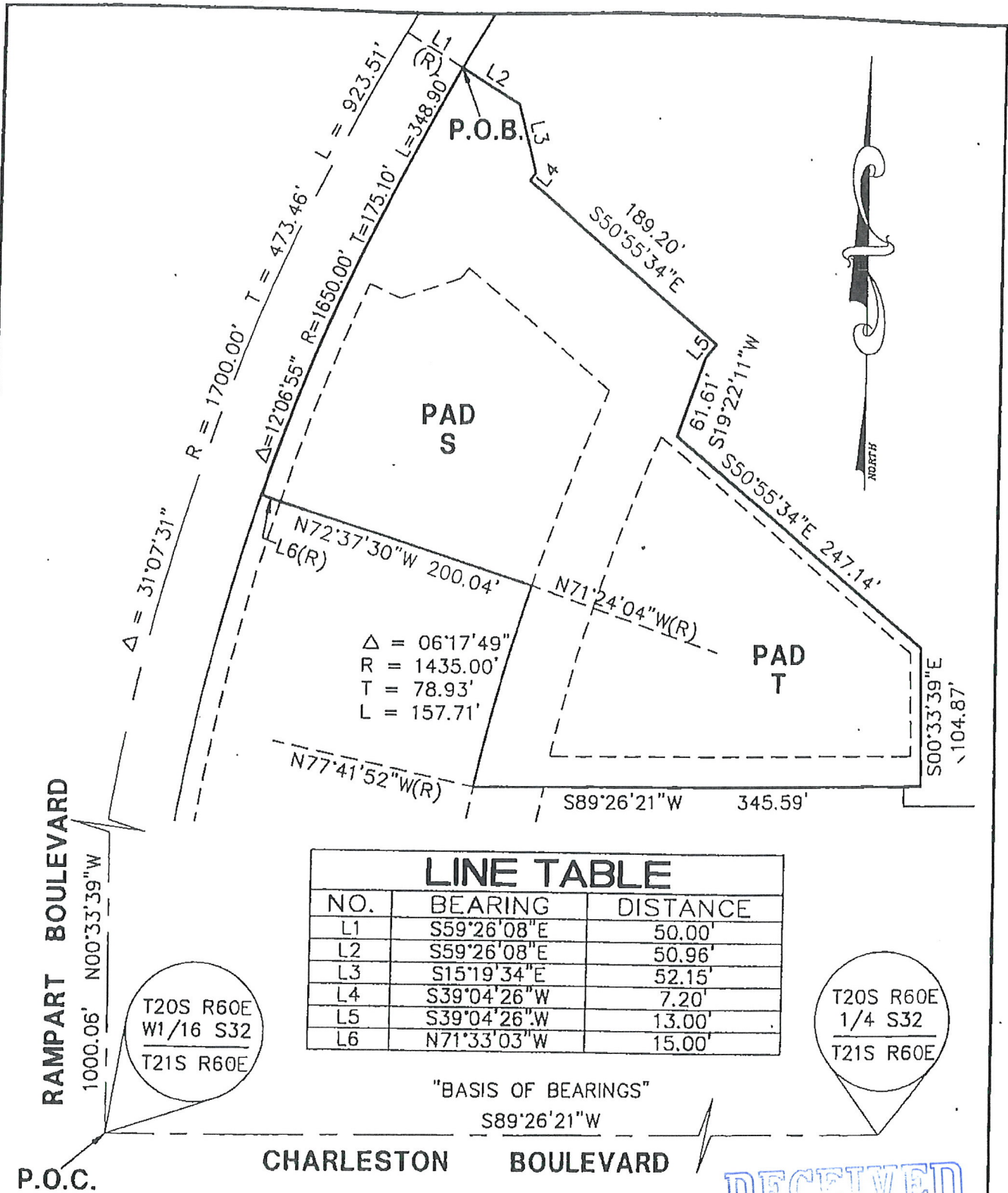
CONTAINING 3.06 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

SOUTH $89^{\circ}26'21''$ WEST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 60 OF PARCEL MAPS, AT PAGE 16.

END OF DESCRIPTION.

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MAR 28 2011



VTM nevada
2727 S, RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89102-5148

PROJECT: EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
FOR: PHASE II - SHOPS AT BOCCA PARK

Project: 5334srvy
Lot Map Check

Fri Nov 12 08:18:50 1999

Lot name: st-const

North: 17198.42	East: 17353.12
Line Course: S 59-26-08 E	Length: 50.96
North: 17172.51	East: 17397.00
Line Course: S 15-19-34 E	Length: 52.15
North: 17122.21	East: 17410.78
Line Course: S 39-04-26 W	Length: 7.20
North: 17116.62	East: 17406.24
Line Course: S 50-55-34 E	Length: 189.20
North: 16997.37	East: 17553.12
Line Course: S 39-04-26 W	Length: 13.00
North: 16987.27	East: 17544.93
Line Course: S 19-22-11 W	Length: 61.61
North: 16929.15	East: 17524.50
Line Course: S 50-55-34 E	Length: 247.14
North: 16773.37	East: 17716.36
Line Course: S 00-33-39 E	Length: 104.87
North: 16668.51	East: 17717.38
Line Course: S 89-26-21 W	Length: 345.59
North: 16665.13	East: 17371.81
Curve Length: 157.70	Radius: 1435.00
Delta: 6-17-48	Tangent: 78.93
Chord: 157.63	Course: N 15-27-02 E
Course In: S 77-41-52 E	Course Out: N 71-24-04 W
RP North: 16359.37	East: 18773.86
End North: 16817.05	East: 17413.80
Line Course: N 72-37-30 W	Length: 200.04
North: 16876.79	East: 17222.89
Line Course: N 71-33-03 W	Length: 15.00
North: 16881.54	East: 17208.66
Curve Length: 348.89	Radius: 1650.00
Delta: 12-06-55	Tangent: 175.10
Chord: 348.25	Course: N 24-30-25 E
Course In: S 71-33-03 E	Course Out: N 59-26-08 W
RP North: 16359.37	East: 18773.86
End North: 17198.41	East: 17353.11

Perimeter: 1793.36 Area: 133,444 S.F. 3.0635 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.01 Course: S 05-02-05 W
 Error North: -0.012 East: -0.001
 Precision 1: 143,934.01

RECEIVED
MAR 28 2011