



IRWIN

Integrated Right-of-Way Information Network

User Name: Sundin, Lance Evan
District Utility Inspector,
Role: Permitting Coordinator

[Home](#)[Applications](#)[Help / Support](#)[Logout](#)[Edit Account](#)[Billboards](#)[Billboards](#)[Simple Search](#)

- My Dashboard
- New Application
- + View Application
- Search
- Transfer Form

System #: ☐ View All

Permit / Tag #: ☐ View All

Permit Type: ☐ View All

Issue Date: ☐ View All

First Name: ☐ View All

Last Name: ☐ View All

Phone #: ☐ View All

Current Status: ☐ View All

County: ☐ View All

Route Type: ☐ View All

Route #: ☐ View All

Milepost: ☐ View All

Direction: ☐ View All

District: ☐ View All

Face Type: ☐ View All

Removed(Yes = '1' N = '0'): ☐ View All

Removed Date: ☐ View All

	System ID	Permit #	Issue Date	First Name	Last Name	Phone	Business	Customer#	Current Status	District	County	Route Type	Route #	Milepost	Dir	Removed	Face	Removed Date
Select	155	02471	12/16/1974 12:00:00 AM	N/A	N/A		EWING BROTHERS INC	IR0001811	Approved Permit - Completed	District 1 - Las Vegas	CL	IR	15N	43.84	N	0		

Submitted at City Council
Date 6/18/2014 Item 73
By: J. Ewing



2471 sign permit number
43.84 milepost Northbound
apn # 139-27-601-001
previous apn # 010540006



State of Nevada
Department of Transportation

Invoice

1263 S. Stewart Street
Carson City, Nevada 89712

Customer Code

AR0001811

Invoice Number

14SIGN10124

Invoice Date

01/03/14

Amount Due

50.00

EWING BROTHERS INC
1200 N A ST

LAS VEGAS, NV 89106

Amount Remitted

Make checks or money orders payable to:

Department of Transportation

If paying by credit card, simply complete the information
on the back and return this remittance advice to the
Department of Transportation.

Please return this portion with your payment.

Please keep this stub for your records.

Description	Unit	Unit Price	Amount
01 SIGN PRMT FEES 2014	1.00	50.00	50.00
IR 015 CL 43.840N 02471			
04-NV DOT			

CUSTOMER NUMBER
AR0001811
INVOICE DATE
01/03/14

INVOICE NUMBER
14SIGN10124

Invoice Total
Late Fee
Interest
NSF Charge
Total Amount Due

50.00

50.00

Special Comments

Department of Transportation
1263 S. Stewart Street, Carson City, Nevada 89712
For billing inquiries, please call (775) 888-7455.

77225 - \$50.00 - 01/22/2014

EWING BROS. INC. dba
EWING BROS. AUTO BODY, R & R SALVAGE, R & R AUTO SALES
1200 'A' STREET
LAS VEGAS, NEVADA 89108-9215

BANK OF NEVADA
2890 N. GREEN VALLEY PKWY
HENDERSON, NV 89014
94-177/1224

77225

DATE 1/15/2014 AMOUNT *****50.00*

PAID FIFTY AND XX / 100

NEVADA DEPT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY, NV 89712

04-NVDOT

VOID AFTER 90 DAYS

THIS SECURITY CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE TO GET IMAGE OR INK TO DISAPPEAR WITH HEAT.

⑈077225⑈ ⑆122401778⑆ 0220073686⑈

Please keep this stub for your records.

CUSTOMER NUMBER	INVOICE NUMBER
AR0001811	13SIGN10128
INVOICE DATE	
12/10/12	

Invoice Total	50.00
Late Fee	
Interest	
NSF Charge	
Total Amount Due	50.00

Special Comments

Department of Transportation
1263 S. Stewart Street, Carson City, Nevada 89712
For billing inquiries, please call (775) 888-7455.

Please keep this stub for your records.

Description	Unit	Unit Price	Amount
01 SIGN PRMT FEES 2012 IR 015 CL 43.840N 02471	1.00	50.00	50.00
RECEIVED JAN 16 2012 BY: Billboard advertising on I-15 owned by NV DOT @ mile 43.84 North of 1200			

CUSTOMER NUMBER

AR0001811

INVOICE NUMBER

12SIGN10142

INVOICE DATE

01/05/12

Invoice Total

Late Fee

Interest

NSF Charge

Total Amount Due

50.00

50.00

Special Comments

Department of Transportation
1263 S. Stewart Street, Carson City, Nevada 89712
For billing inquiries, please call (775) 888-7455.





TRAVEL NORTH ON I-15



EXISTING LOCATION OVERVIEW

EWING BROS. TOWING

1200 A STREET | NORTH LAS VEGAS, NEVADA



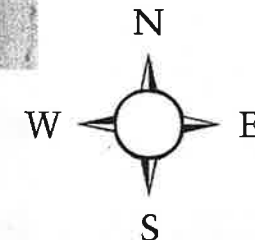
TRAVEL SOUTH ON I-15

VISION SIGN INC.

6630 Arroyo Springs Street Suite 600 | Las Vegas, NV 89113
Jim Wilkins | 702-895-7474 ex.240



SITE SIGN LOCATIONS **N.T.S.**



EWING BROS. TOWING

1200 A STREET

SITE PLAN

VISION SIGN INC.

6630 Arroyo Springs Street Suite 800
Las Vegas, NV 89113
Phone: 702-495-7474
These plans are prepared and submitted by the
contractor as an exception to NRS 623.506
for work under contractor license category
authorized under NRS 624
NV CONTRACTOR LICENSE #42776

THIS SITEPLAN WAS PREPARED BY AND IS THE PROPERTY
OF VISION SIGN INC. ANY UNAUTHORIZED USE OF SAME
IS PROHIBITED

"The signage indicated on this design is
fabricated to meet all requirements and
will be labeled according to all guidelines"

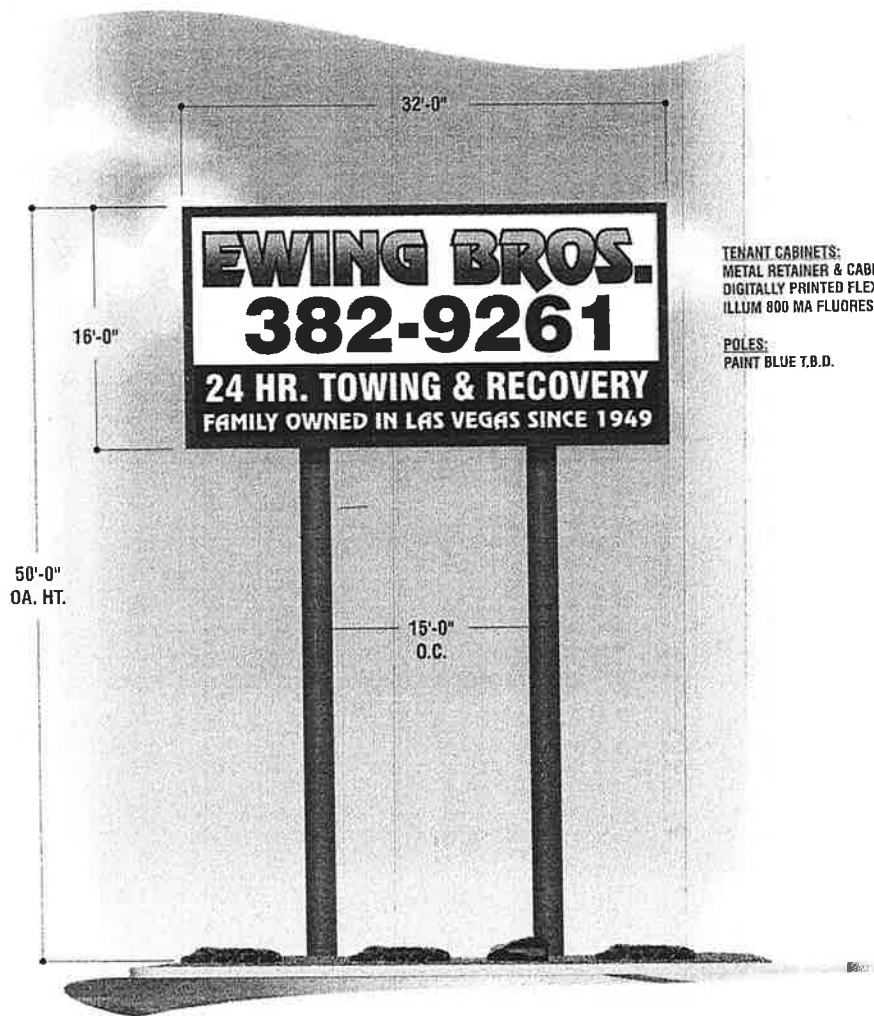
PROJECT	14863
DATE	10.13.11
BY	DEBRACK
FOR	JULY VI
REVIEW	CONTRACTOR/PROJECT/14863.COM
PROJ	

REVISIONS	DATE	BY

Field Verified
Date: _____

FINAL SIGN-OFF	
DATE SOLD:	_____
SALES PERSON:	_____
DESIGNER:	_____
CUSTOMER:	_____

SHEET
001



TENANT CABINETS:
 METAL RETAINER & CABINET PAINT BLUE T.B.D.
 DIGITALLY PRINTED FLEX FACE W/ COPY/GRAPHICS.
 ILLUM 800 MA FLUORESCENT LAMPS.

POLES:
 PAINT BLUE T.B.D.

50'-0"
 O.A. HT.

15'-0"
 O.C.

A MFG. & INSTALL D/F PYLON SIGN
 SCALE: 1/8"=1'-0"

ALL PAINT COLORS TO FOLLOW FROM CUSTOMER.



TRAVELING NORTH ELEVATION w/ D/F INT-ILLUM PYLON SIGN
 SCALE: 3/32"=1'-0"



EXISTING ELEVATION
 SCALE: N.T.S.

EWING BROS.
TOWING

1200 A STREET

D/F INT-ILLUM
 50' POLE SIGN

DETAIL

VISION SIGNAGE INC.
 6630 Arroyo Springs Street Suite 600
 Las Vegas, NV 89113
 Phone: 702-895-7474
 These plans are prepared and submitted by the
 contractor as an indication to VISION SIGNAGE INC.
 for their review and approval. License category
 authorized under NVLS 624
 NV CCA TRACTOR LICENSE #42776

THIS AGREEMENT IS A PREPARED BY VISION TO THE PROPERTY
 OF VISION SIGNAGE INC. ANY UNAUTHORIZED USE OF SAME
 IN WHOLE OR PART IS PROHIBITED.

The signage indicated on this design is
 fabricated to meet UL requirements and
 will be relative according to the guidelines

DRAWING 14853
 DATE 10.13.11
 NAME T. DORRANCE
 PHONE 702.741.1111
 PROJECT EWMG00114853.CDR
 SHEET

REVISIONS MADE

Field Verified

Date:

FINAL SIGN-OFF

DATE BOLD:
 SALES PERSON:
 DESIGNER:
 CUSTOMER:

SHEET

001

MAY 13, 2014 - PLANNING COMMISSION MEETING

STAFF REPORT PAGE SIX - SUP-53352 [PRJ-52472]

EXHIBIT A

Attached hereto as Exhibit "A" is page six of the Staff Report presented to the Planning Commission at its May 13, 2014 meeting. The pertinent portion of page six (marked in yellow) recites the absence of a permit history or any entitlements for an Off-Premise Sign at 1200 A Street and therefore the existing sign at 1200 A Street is considered "a non-conforming freestanding on-premise advertising sign". The Staff Report is incorrect as shown by the following attached exhibits.

EXHIBIT B

Historically, the subject sign property was known as the "drainage ditch". The property was purchased by REX C. EWING JR. from MARGARET B. STEWART as shown by the Quitclaim Deed notarized on May 24, 1979, attached hereto as Exhibit "B". The "drainage ditch" (sign property) since May 24, 1979 has been owned by REX C. EWING JR., an individual, and since his demise by his trust. The "drainage ditch" has never been part of the property at 1200 A Street. The property at 1200 A Street is leased from a third party by EWING BROS., INC., a Nevada Corporation. There is a demarcation between the "drainage ditch" and 1200 A Street.

EXHIBIT C

Prior to purchasing the "drainage ditch" the property was appraised by appraiser FRED PINJUV. The PINJUV appraisal is dated February 13, 1979. Portions of the appraisal are attached as Exhibit "C". The appraisal (highlighted in yellow) notes the "out-door" advertising sign belonging to a sign company.

EXHIBIT D

A letter dated June 4, 1979 from attorney GEORGE E. HOLT to KEN TEMPLETON acknowledges the Outdoor Advertising Lease between MARGARET PEARL STEWART and CARR DISPLAY, INC. dating back to December, 1973.

EXHIBIT E

A copy of the December 5, 1973 billboard rental agreement between CAR DISPLAYS, INC. and MARGARET STEWART is attached as Exhibit "E".

EXHIBIT F

C A R DISPLAYS, INCORPORATED was incorporated in Nevada on May 31, 1973. Its Charter was revoked on the first Monday of March, 1977 for failure to file its annual list of Officers, Directors, designate its Resident Agent, and pay its filing fees. CAR DISPLAYS erected a billboard on the "drainage ditch" property that advertised the SILVER NUGGET CASINO. When the billboard rental agreement expired CAR DISPLAYS refused to either renew the billboard lease or remove the billboard. REX C. EWING JR. then negotiated a lease in his name only with the SILVER NUGGET CASINO. Subsequently, the SILVER NUGGET billboard lease terminated and REX changed the billboard to advertise EWING BROS., INC.

EXHIBIT G

REX C. EWING JR. filed a Quiet Title action to quiet title to the "drainage ditch" property naming the many "Stewart" heirs as Defendants. The first page of the Complaint to Quiet Title filed on August 27, 1986 is attached as Exhibit "G".

EXHIBIT H

The Affidavit of REX C. EWING JR. filed in the Quiet Title Action is attached as Exhibit "H". Paragraphs 9, 10, 11, and 12 of his Affidavit detail his actions regarding the "drainage ditch" property.

EXHIBIT I

Notice of Lis Pendens for the "drainage ditch" property was recorded in the Quiet Title action on August 29, 1986. The Notice (3 pages) is attached as Exhibit "I".

EXHIBIT A

EXHIBIT B

BOOK 1065

ACCOMODATION ONLY -- RECORDED WITHOUT LIABILITY
AM: I.R.S. § 17.05

1024370

2-1

QUITCLAIM DEED

In consideration of \$ 1.00, receipt of which is acknowledged
MARGARET B. STEWART a/k/a Margaret Pearl Stewart
do es hereby quitclaim to REX C. EWING, JR., An Unmarried Man
County of Clark the real property in the
State of Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF
FOR LEGAL DESCRIPTION.

Dated May 24, 1979

Margaret Pearl Stewart
MARGARET PEARL STEWART
Margaret B. Stewart
MARGARET B. STEWART

STATE OF NEVADA,

COUNTY OF Clark

On May 24, 1979
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
Margaret B. Stewart
a/k/a Margaret Pearl
STEWART

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

WITNESS my hand and official seal.

Kathleen A. Habza
Notary Public in and for Said County and State



Notary Public - State of Nevada
CLARK COUNTY
Kathleen A. Habza

My Comm. Expires June 23, 1987

ESCROW NO. } ST 39168-DM
ORDER NO. }

WHEN RECORDED MAIL TO: Rex C. Ewing, Jr.

10 Ewing Bros. Auto Bldg, 1261 North
Street, Las Vegas, Nev. 89106

RECORDED WITHOUT LIABILITY

ACCOMODATION ONLY -- RECORDED WITHOUT LIABILITY

ST 39168-DM
legal description

1024376
2-2

BOOK 1065

EXHIBIT "A"

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, N.D.B. & M., described as follows:

COMMENCING at the North quarter corner of Section 27; thence Southerly along the West line of Section 27; thence Southerly along the West line of the Northeast Quarter (NE 1/4) of said Section 27 a distance of 1363 feet to the Northwest corner of that certain parcel of land conveyed by Helen J. Stewart to Anna M. Burke by Deed recorded June 13, 1921 in Book 7 of Deeds, page 429 Clark County, Nevada records, the True Point of Beginning; thence Easterly along the South line of the said conveyed parcel a distance of 443 feet, more or less, to point on the West right of way 100 feet wide; (thence Southerly along the last mentioned West line of the Northeast corner of that certain parcel of land conveyed by Helen J. Stewart to L.M. Irvin et ux by Deed recorded November 6, 1917 in Book 5 of Deeds, page 335, Clark County, Nevada records; thence Westerly along the North line of the last mentioned conveyed parcel a distance of 448 feet, more or less to the Northwest corner thereof; then Northerly along the West line of the Northeast Quarter (NE 1/4) of said Section 27 to the True Point of Beginning.

Proof Read

CLARK COUNTY, NEVADA
JOAN L. SWIFT, CLERK
RECORDED AND INDEXED
STEWART TITLE INSURANCE OF NEVADA
JUN 4 9 27 AM '79
FEE 4.00 DEPUTY CLERK
OFFICIAL RECORDS
BOOK INSTRUMENT

1065

1024376

PT. SW4 NE4 SEC.27 T-20S R-61E



70
2

70
2

1-54

546.2

⑨
3.82AC

N. MAIN ST
U.S. HWY. NO 91-93

1.01AC

13/6.3

08
2

SL & L.A. R.R.

49

3/6

2.02AC

241
89/1

⑩
2.11AC

⑦

0.34AC

⑥

⑤
0.87AC

④
3.22AC

③
0.9AC

STATE OF NEVADA
0.94AC

53

1220

A

1340.1

ST.

CEN SEC

CLV-200

N. COR

1224

273

30

208

60

150

520

150

445

120

900

912

192

40

13A

1821

24152

2001

3386

16114

41788

4361

049AC

408

45709

6680

450.66

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EXHIBIT C

FRED PINJUV

Real Estate Appraiser

FRED PINJUV

Real Estate Appraiser

APPRAISAL REPORT

OF A

VACANT LOT

OWNED BY

THE STEWART ESTATE

LOCATED IN THE CITY OF LAS VEGAS

LEGALLY DESCRIBED AS

A Part of Township 20 South
Range 61 E, Section 27
Pt. of SW1/2, NE1/4

FOR THE PURPOSE OF

ESTIMATING FAIR MARKET VALUE

AS OF

FEBRUARY 13, 1979

FRED PINJUV

Real Estate Appraiser

February 13, 1979

Mr. Rex Ewing
1200 North "A" Street
Las Vegas, Nevada 89109

Dear Mr. Ewing:

Pursuant to a request, I have prepared an appraisal of the property located at "A" Street, about 1500 feet west of the intersection of "A" Street and Washington Boulevard, in the City of Las Vegas, Nevada.

I have considered pertinent data affecting values including: highest and best use, market demand, sales, and asking price of comparable properties.

As a result of my survey and analysis, I am of the opinion that the highest and best use of the property is "plottage and adjoiner" to adjacent parcels, so that it might put to its zoning potential, industrial M, and that its indicated fair market value as of this date is:

SIXTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS

(\$16,125.00)

The factual and descriptive data which was used in arriving at the value reported is found in the following documents.

Sincerely,

Fred Pinjuv

FP:mh

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate Fair Market Value of a vacant lot owned by the Stewart Estate. It being understood that Fair Market Value defined as highest price estimated in terms of money which the property would bring if exposed for sale in the open market for a reasonable length of time for a buyer to purchase who purchases with full knowledge of all the uses to which the property can be used.

LEGAL DESCRIPTION

Subject property is situated in the incorporated area, City of Las Vegas, State of Nevada described as follows:

A part of Township - T20S, R61E, Section 27,
Pt. of SW1/2, NE1/4
Assessor's Parcel #1-54-06

NEIGHBORHOOD DATA

Subject property is located in an urban area which is built up approximately 75% within a mile radius. The neighborhood is an older area of Las Vegas, bordered on the west by Main Street, on the north by Owens Avenue, on the east by "A" Street and I-15, and on the south by Bonanza Road. It is an area of changing use; that is most of the older single-family residential units are being replaced by industrial use property, which meet existing zoning codes. The property values appear to be increasing with the supply and demand in balance. The present land use is approximately 30% industrial along "A" Street and 70% vacant. Change in present land is possible with older single-family residents (R-1), being replaced by industrial useage. All public utilities are available to the area. Soil appears to be adequately bearing and suitability for foundation of buildings. However, no soil tests were made, but statements are made on visual observation only. A matter of record is not warranted.

ZONING

The subject property is located within the city limits of Las Vegas, carrying a M classification that is industrial. Within this zoning classification, the usage of warehousing, lumber yard, auto repair, auto wrecking yards, etc. is allowable.

PROPERTY DESCRIPTION

The size of the parcel is 1 lot, 30feet x 448 feet, or containing approximately 13,440 square feet. All off-site improvements existing. The

overall terrain of the parcel is level. On the east side of the property exists the "main line" of the Union Pacific Railroad. Off-site improvements include paved street on "A" Street, plus curbs and gutters. Soil conditions described for the neighborhood is the same for the subject property. At the present, subject property has an "out-door" advertising sign, which would not have to be removed in order to bring the lot to its highest and best use. This report will give no value to these improvements, as they belong to a sign company and only the land is leased at \$300 per year. All utilities are available. Based upon visual observation of the subject there is no apparent evidence of unfavorable or adverse conditions pertaining to easements, encroachments or conditions. However, no title searches were made available to this appraiser and matters of record are not warranted.

HIGHEST AND BEST USE

Highest and best use, as used in this report, is defined as:

"That particular legal use that will support the highest market value of the land, provided, the land is suitable for that use and there is a likely demand for that use within the reasonable near future."

The property under appraisement is located within an area of generally industrial and commercial useage, From "A" to Main Streets, and is zoned for this use. Thus, the highest and best use is industrial development; with this use being compatible with the surrounding properties and in conformance with the zoning classifications of M.

However, due to the unusual size of the subject, 30 feet wide by 448 feet long, development on its own is not practicable. Therefore, the best use would be assemblage to one of the parcels on the north or south side of the subject and development to its best potential, once assembled, to make a developable parcel of land.

MARKET DATA APPROACH

The real estate market in the Las Vegas Area is active. An analysis of sales and listings in the vicinity discloses a steady increase in real estate values. The undersigned has recited three recent sales of properties, plus one current listing, most similar and proximate to subject and has considered unit building ration in the market analysis.

EXHIBIT D

Jones and Holt
ATTORNEYS AT LAW

ROBERT E. JONES
GEORGE E. HOLT
ROBERT CLIVE JONES

225 EAST BRIDGER AVENUE, SUITE 890
LAS VEGAS, NEVADA 89101

AREA CODE 702
382-6333

June 4, 1979

Mr. Ken Templeton
3600 Paradise Road
Las Vegas, Nevada 89109

Re: Sale of A Street Property
from Margaret Pearl Stewart
to Rex Ewing

Dear Ken:

Enclosed, and pursuant to the Escrow Instructions, you will find checks made payable by Margaret Pearl Stewart to the Tax Collector, Mr. Galloway.

In addition to the checks, you will find an Outdoor Advertising Lease between Margaret Pearl Stewart and Carr Display, Inc. on the sign located on the subject premises. This Lease apparently originated back in December of 1973, and has continued since that time which is a big plus in a quiet title action.

Hopefully, this complies with all of the requests made by the escrow.

Sincerely,

JONES & HOLT



GEORGE E. HOLT

GEH/k
Enclosures

EXHIBIT E



Chuck Robinson - owner

OUTDOOR ADVERTISING

DISPLAYS, INC.

OFFICE (702) 732-4243

P. O. BOX 5641 • PHONE (702) 870-5555 • LAS VEGAS, NEVADA 89102

Lease No. _____

CAR DISPLAY, INC.

RENTAL AGREEMENT

873-3800

THIS AGREEMENT is made and entered into by the undersigned lessor (the LESSOR) and by CAR DISPLAY, INC. (the LESSEE). Both Lessee and Lessor acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

1. Lessor hereby leases and grants exclusively to Lessee the use of the property (with free access to and upon the same) situated in the City of Las Vegas, County of Clark, State of Nevada and known as follows: The Margaret Stewart property having 30' of frontage on the East Line of "A" Street, approximately 1250' north of Washington Avenue.

For the purpose of erecting and maintaining thereon outdoor advertising structures, including such necessary devices, illumination, connections and other appurtenances as may be desired by Lessee for the term, the consideration and on the conditions hereinafter provided.

2. The term of this Agreement shall be for a period of ten (10) years commencing on the _____ day of _____, 19____, and thereafter from year to year unless either Lessor or Lessee gives written notice to the other of termination at least sixty (60) days in advance of the expiration of the term then in effect.

2A. This agreement will commence on the opening of Int. 15 between Bonanza Rd. and Cheyenne Avenue.

3. Lessor shall be paid by Lessee the sum of Three Hundred Dollars (\$ 300.00) per year, payable by Lessee as follows: The Lessee will pay

the Lessor the sum of \$25.00 until opening of Int. 15; then \$300.00 per year annually in advance.

* 4. Lessor shall have the right to terminate this Agreement at any time the property is sold or improved by erecting thereon a permanent building. Lessee shall remove its signs within thirty days after receipt of a building permit from Lessor that such permanent improvement is to be made, together with a rebate of all unearned rent. If Lessor fails to commence such permanent improvement within thirty days after Lessee removes its signs, or in case of any use or proposed use of the property for advertising purposes before the end of the term, Lessee shall again have the right to enter the property and maintain its signs subject to the provisions of this Agreement. If any portion of the property is not permanently improved, Lessee has the option to use such remaining portion on the same terms except the rent shall be proportionately reduced.

5. If the view of the property or Lessee's structures is obstructed or impaired,

Lyuu

or the value of such signs is diminished by reason of diversion or reduction of traffic or the use of such signs is prevented by law, or if, for any reason, a building permit for the erection of such signs is refused, Lessee has the option to adjust rental in direct proportion to loss in revenue, to terminate the lease and receive all rent paid for the unexpired term, or to keep the lease in force, except no rent shall accrue while such conditions continue.

~~6. If Lessee is prevented by law or by government or military order, or other cause beyond Lessee's control, from illuminating its signs, the rental shall be reduced by one-third (1/3) while such condition continues.~~ *CAR M.S.*

7. Lessee shall protect and hold Lessor harmless from all damages to persons or property by reason of accidents resulting from the neglect or willful acts of its agents, employees or workmen in the construction, maintenance, repair or removal of its signs and improvements on the property. Lessee shall not be responsible for damages which are the results of acts of God or other actions beyond its control.

8. Lessee shall remain the owner of all signs and improvements placed by it on the property and has the right to remove them at any time and at such time this Agreement shall terminate unless Lessee shall notify Lessor to the contrary.

Owner and Agent. CAR 7/1/5
9. Lessor represents that he is the ~~(Owner) (Agent)~~ (Agent) of the property and has the authority to execute and enter into this Agreement. Lessor agrees that, without the prior written consent of Lessee, Lessor will not, during the term of this agreement, make any assignment of Lessor's interest in this Agreement to the State of Nevada or any other governmental body.

10. If Lessor is composed of more than one person or party, the obligations of Lessor hereunder shall be jointly and severally binding upon each person or entity constituting Lessor.

11. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of both the Lessor and Lessee.

Executed this 5 day of December, 1973.

ACCEPTED BY CAR DISPLAY, INC.

BY *[Signature]* Lessee

MRS. MARGARET STEWART
APPROVED BY

DATE 12-5-73 Lessor(s)

TELEPHONE 382-8826

ADDRESS 1905 ELM AVENUE
LAS VEGAS, NEVADA 89101

EXHIBIT F

STATE OF NEVADA
DEPARTMENT OF STATE



I, WM. D. SWACKHAMER, the duly qualified and elected Secretary of State of the State of Nevada, do hereby
certify that the Charter of

C A R DISPLAYS, INCORPORATED

Incorporated under the laws of the State of Nevada,
May 31, 1973 was revoked on the first Monday
of March, 1977, for failure to file annual List of
Officers, Directors & Designation of Resident Agent
for the filing period July 1, 1976 to July 1, 1977
and to pay the filing fees and penalty thereon, pur-
suant to Nevada Revised Statutes, Section 78.175.
I further certify that since said revocation said
Charter has not been reinstated.

IN WITNESS WHEREOF, I have hereunto set my hand

and affixed the Great Seal of State, at my office, in

Carson City, Nevada, this 3rd day of

October, A.D. 1980

Secretary of State

By _____

Deputy

EXHIBIT G

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CASE NO. *A250497*
DEPT. NO. *I*
DOCKET NO. *J*

FILED
AUG 27 4 35 PM '86
Photo. Document
CLERK

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

* * *

REX C. EWING JR.,

Plaintiff,

vs.

ROBERT C. SCHUH; JOSEPHINE SCHUH;)
HELEN J. STEWART; LESLIE E.)
STEWART JR., aka LESLIE E. STEWART,)
aka LESLIE H. STEWART JR.; AGNES T.)
STEWART; LELAND H. STEWART JR.;)
MARGARET P. STEWART, aka MARGARETT)
B. STEWART, aka MARGARET B, STEWART,)
aka MARGARET PEARL STEWART;)
PATRICIA STAY aka PATRICIA KRAUSE;)
LUCY JEAN STAY; FRANCES LUCILLE)
BONDS aka FRANCES LUCILLE BAHMS;)
FRANCIS STEWART STAY JR.; STEPHEN)
MICHAEL STAY; LUCY JEAN STAY,)
STEPHEN MICHAEL STAY, aka STEPHEN)
M. STAY, aka STEPHAN M. STAY, and)
FIRST INTERSTATE BANK OF NEVADA,)
N.A., TRUSTEES OF THE FRANCIS)
STEWART STAY AND LUCY STAY TRUST;)
JAMES P. MARTIN; JAMES P. MARTIN)
EXECUTOR OF THE ESTATE OF EVELYN L.)
MODEN, DECEASED; JAMES P. MARTIN)
TRUSTEE OF THE MODEN 1981 TRUST;)
MELODY M. O'TOOLE; BEVERLY LORRAINE)
STAY; CLINTON E. STAY JR.; SHARON)
PFEIFFER, and JOHN DOES I through)
XV, inclusive,)

COMPLAINT TO QUIET TITLE

Defendants,

EXHIBIT H

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF CLARK)

4 REX C. EWING JR., being first duly sworn, deposes and
5 states:

6 1. That he is the Plaintiff in the above entitled
7 action, and makes this Affidavit in support of his Motion for
8 Summary Judgment against the named Defendants.

9 2. The affiant is the President, and the sole stockholder
10 of EWING BROS. INC., a Nevada Corporation, with its principal
11 place of business at 1200 North "A" Street, Las Vegas, NV. The
12 business engages in the towing of disabled vehicles.

13 3. The real property, the subject of this quiet title
14 action, measures 50' x 448' with the 50' fronting on North "A"
15 Street and the Union Pacific Railroad right of way. The 448'
16 runs West to East from North "A" Street to the Union Pacific Rail-
17 road right of way. The subject property, for all the years affiant
18 can recall, was used as a drainage ditch with a well defined ditch
19 running from North "A" Street the length of the property to the
20 Union Pacific Railroad right of way where the property abruptly
21 sloped.

22 4. When the I-15 freeway was built the area surrounding
23 my property on North "A" Street was re-engineered and the need for
24 a drainage ditch no longer existed. The City of Las Vegas had
25 held an easement for drainage on the subject property since 1956.
26 On either side of the ditch the property was level and useable,

1 although slopping in a Southerly direction.

2 5. My towing business has occupied the premises at
3 1200 North "A" Street for a number of years, and, as my business
4 increased I acquired contiguous property to the North and to the
5 South of 1200 North "A" Street. The subject property was bounded
6 on the South by my chain link fence running 448' from North "A"
7 Street to the Union Pacific Railroad right of way. The North "A"
8 Street property frontage was not fenced, but could be identified
9 by the drainage culvert. The drainage ditch was readily visible
10 to anyone viewing the property.
11

12 6. The subject property divided my towing impound yard
13 into two sections. To get from one section to the other section
14 it was necessary to use North "A" Street, either by foot traffic
15 or by vehicular traffic.
16

17 7. I purchased the subject property from MARGARET B.
18 STEWART through KEN TEMPLETON, a Las Vegas Real Estate Broker.
19 MARGARET B. STEWART used attorney GEORGE HOLT during the purchase
20 negotiations. Prior to my purchase I had the property appraised by
21 FRED PINJUV, a real estate appraiser, who gave the property a fair
22 market value of \$16,125.00. I paid fair market value for the
23 property. The sale and purchase was handled through an escrow at
24 Stewart Title of Nevada. A copy of the Quitclaim Deed from MARGARET
25 B. STEWART is attached as Exhibit "1" to this Motion.
26

27 8. The subject property, after my purchase on May 24,
28 1979, was immediately used for the storage of vehicles on both

1 sides of the drainage ditch which therefore had been vacant and
2 unused.

3 9. On July 18, 1980, I applied to the City of Las Vegas
4 for the vacation of the drainage easement on the subject property.
5 The City of Las Vegas determined there was no longer a need and
6 necessity for the drainage easement and agreed to the vacation
7 of the easement. Notice of the requested easement vacation was
8 duly published and noticed. The application was granted on
9 September 17, 1980, subject to approval of utility companies,
10 engineering approval, installation of curb and gutter, and compliance
11 with all codes. These many conditions were fulfilled and the Order
12 of Vacation was recorded on May 13, 1981 in Book 1400, as Instrument
13 1349414, Clark County, Nevada Recorder.
14

15 10. I had the drainage ditch and the abrupt slope at the
16 Eastern end of the property filled with the excavated material
17 from the Washington Avenue Overpass, and at the same time my
18 property North of the subject property was also filled with the
19 excavated material. Then the filled property was leveled and
20 compacted, and the 448' chain link fence on the property's South
21 boundary was removed. Simultaneously, a chain link fence was
22 installed on the front and the rear of the subject property which
23 connected with my already existing fence on either side.
24

25 11. The subject property is, and has been, indistinguish-
26 able from my other properties. The property is fenced and has
27
28

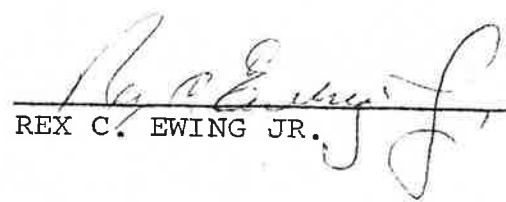
1 been combined with all of my property, comprising several acres.
2 to form and constitute a single, fenced compound yard.

3
4 12. MARGARET B. STEWART in 1974 leased the portion of
5 the subject property nearest North "A" Street to CAR DISPLAY, INC.,
6 a billboard advertising company. The lessee billboard company
7 erected a billboard on the property which towered above affiant's
8 two story office building, and which could be seen for miles
9 around. MRS. STEWART received \$300.00 a year for billboard
10 lease rental. The billboard lease expired after I purchased the
11 property. In 1980 I sued the lessee in Las Vegas Justice Court
12 for \$450.00, and for which I received a judgment which was satisfied.
13 The billboard carried advertising for the Silver Nugget. The
14 lessee refused to execute a new billboard lease, and to remove the
15 billboard, so I negotiated a lease in my own name with the Silver
16 Nugget. The lease was later terminated and at that time I had the
17 billboard sign painted with advertising for EWING BROS. INC., this
18 was in 1985.

19
20
21 13. I have paid all taxes levied or assessed against
22 the subject property commencing with taxes for the year 1978-79
23 in the sum of \$24.94. MARGARET B. STEWART has cancelled checks
24 and paid tax receipts showing she has paid all taxes levied or
25 assessed against the property since 1965, and even earlier receipts
26 and checks indicating payment of taxes in 1958 and through 1965.

27 14. The property, since May 24, 1979, has been in my
28

1 exclusive and uninterrupted possession, and at all times has been
2 used for the ordinary purposes of my towing business. The property
3 has been fenced, improved, and used to such an extent that there
4 is no indication that it was once a drainage ditch.
5

6
7 
REX C. EWING JR.

8 SUBSCRIBED AND SWORN to before
9 me this 10 day of April, 1987.

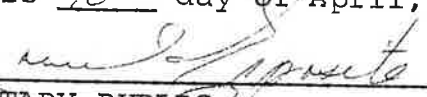
10 
NOTARY PUBLIC



EXHIBIT I

1 CASE NO. A 250497

2 DEPT. NO. I

3 DOCKET NO. "J"

4

5

6 IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7

IN AND FOR THE COUNTY OF CLARK

8

* * *

9

REX C. EWING JR.,

10

Plaintiff,

11

vs.

12

13

ROBERT C. SCHUH; JOSEPHINE SCHUH;)

HELEN J. STEWART; LESLIE E.)

14

STEWART JR., aka LESLIE E. STEWART,)

aka LESLIE H. STEWART JR.; AGNES T.)

15

STEWART; LELAND H. STEWART JR.;)

16

MARGARET P. STEWART, aka MARGARETT)

B. STEWART, aka MARGARET B. STEWART,)

17

aka MARGARET PEARL STEWART;)

PATRICIA STAY aka PATRICIA KRAUSE;)

18

LUCY JEAN STAY; FRANCES LUCILLE)

BONDS aka FRANCES LUCILLE BAHMS;)

19

FRANCIS STEWART STAY JR.; STEPHEN)

20

MICHAEL STAY; LUCY JEAN STAY,)

STEPHEN MICHAEL STAY, aka STEPHEN)

21

M. STAY, aka STEPHAN M. STAY, and)

FIRST INTERSTATE BANK OF NEVADA,)

22

N.A., TRUSTEES OF THE FRANCIS)

STEWART STAY AND LUCY STAY TRUST;)

23

JAMES P. MARTIN; JAMES P. MARTIN)

EXECUTOR OF THE ESTATE OF EVELYN L.)

24

MODEN, DECEASED: JAMES P. MARTIN)

TRUSTEE OF THE MODEN 1981 TRUST;)

25

MELODY M. O'TOOLE; BEVERLY LORRAINE)

STAY; CLINTON E. STAY JR., SHARON)

26

PFEIFFER; and JOHN DOES I through)

27

XV, inclusive,)

28

Defendants,)

NOTICE OF LIS PENDENS

1 TO ALL WHOM IT MAY CONCERN:

2 NOTICE IS HEREBY GIVEN that an action has been commenced
3 and is now pending in this Court, upon the Complaint of the above
4 named Plaintiff REX C. EWING JR., and against the above named
5 Defendants ROBERT C. SCHUH; JOSEPHINE SCHUH; HELEN J. STEWART;
6 LESLIE E. STEWART JR., aka LESLIE E. STEWART, aka LESLIE H.
7 STEWART JR.; AGNES T. STEWART; LELAND H. STEWART JR.; MARGARET P.
8 STEWART, aka MARGARETT B. STEWART, aka MARGARET B. STEWART, aka
9 MARGARET PEARL STEWART; PATRICIA STAY aka PATRICIA KRAUSE; LUCY
10 JEAN STAY; FRANCES LUCILLE BONDS aka FRANCES LUCILLE BAHMS; FRANCIS
11 STEWART STAY JR.; STEPHEN MICHAEL STAY; LUCY JEAN STAY, STEPHEN
12 MICHAEL STAY, aka STEPHEN M. STAY, aka STEPHAN M. STAY, AND FIRST
13 INTERSTATE BANK OF NEVADA, N.A., TRUSTEES OF THE FRANCIS STEWART
14 STAY AND LUCY STAY TRUST; JAMES P. MARTIN; JAMES P. MARTIN EXECUTOR
15 OF THE ESTATE OF EVELYN L. MODEN, DECEASED; JAMES P. MARTIN TRUSTEE
16 OF THE MODEN 1981 TRUST; MELODY M. O'TOOLE; BEVERLY LORRAINE STAY;
17 CLINTON E. STAY JR.; SHARON PFEIFFER; and JOHN DOES I through XV,
18 inclusive, to quiet title to the real estate described in the
19 verified Complaint in said action, and hereinafter described, and
20 to determine each and every claim, estate or interest therein of
21 said Defendants, adverse to the Plaintiff, and the real property
22 in Las Vegas, Clark County, Nevada, effected thereby is as follows:
23
24
25

26 A certain tract or parcel of land, lying and
27 being situate in the County of Clark, State of
28 Nevada, and being a portion of the West one-half
(W 1/2) of the Northeast one-quarter (NE 1/4) of

1 Section 27, Township 20 South, Range 61 East,
2 M.D.B. & M., and being more particularly described
3 as follows, to wit:

4 COMMENCING at the center of Section 27, Township
5 20 South, Range 61 East, thence North along the
6 center line of Section 27, a distance of 1287.0
7 feet to a point on the Northwest (NW) corner of
8 that certain parcel of land conveyed by Ada Martin
9 to Bert Gibbs recorded September 14, 1955, as
10 Document No. 56880 in Book 67 of Official Records,
11 in the Office of The County Recorder of Clark
12 County, Nevada, the TRUE POINT OF BEGINNING; thence
13 East along the North line of the aforementioned
14 parcel a distance of 448 feet to a point on the West
15 right of way line of the Los Angeles and Salt Lake
16 Railroad Company; thence Northerly and along the
17 aforementioned West right of way line a distance of
18 29.36' feet more or less to the Southeast corner of that
19 certain parcel of land conveyed by Ann M. Burk to
20 Charles F. Carroll et ux by Deed recorded January 31,
21 1928 in Book 12 of Deeds, page 495 in the Office
22 of the County Recorder of Clark County, Nevada;
23 thence West along the South line thereof, a distance
24 of 148 feet to a point; thence continuing West along
25 the prolongation of said South line, a distance of
26 300 feet to the Southwest corner of that certain
27 parcel of land conveyed by Frank E. Gowan, et ux
28 to Earl Gordon et al by Deed recorded November 24,
1948, as Document No. 300749 in Official Records,
in the Office of the County Recorder of Clark County,
Nevada, said point also being a point on the centerline
of Section 27, Township 20 South, Range 61 East, thence
South along the centerline thereof, a distance of 29.36
feet more or less to the TRUE POINT OF BEGINNING.

Dated this 27th day of August, 1986.

William P. Compton

WILLIAM P. COMPTON
Attorney for Plaintiff
3572 Regents Court
Las Vegas, NV 89121

CLARK COUNTY NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF

AUG 29 12 43 PM '86

FEE _____ DEPUTY _____
OFFICIAL RECORDS
BOOK _____ INSTRUMENT _____

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