

City of Las Vegas

STAFF REPORT

HISTORIC PRESERVATION COMMISSION MEETING DATE: 03/23/16

DEPARTMENT: PLANNING

ITEM DESCRIPTION: Report by Department of Planning regarding Project Update list

SUMMARY

The project update list is updated every month, with updated information showing in red.

STAFF RECOMMENDATION

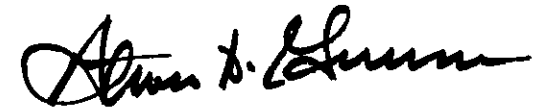
NO ACTION REQUIRED

BACKUP DOCUMENTS

- Project Update List
- Signed order appointing RTC as general receiver of the Moulin Rouge property, May 09, 2013

PROJECT	STATUS / ANALYSIS	NEXT MILESTONE	PROJECT DEADLINE	COMMENTS/NOTES
Updates				
HPF GRANT APPLICATIONS / PROJECTS				
2015 HPF Grant	HPC approved scope at 10/22/14 meeting; grant submitted and accepted by SHPO; Awarded \$20,700 of \$45,350 requested; public meeting held 07/30/15; Revised scope and budget approved by SHPO; Funding Agreement approved at 10/21/15 City Council meeting; signed funding agreement rec'd from SHPO; kick-off meeting held 1/13/16; revised budget submitted 2/4/16	Begin app development; CAMP scheduled 3/31 – 4/1	09/30/16	Scope to include creation of History+Art+Culture mobile website, and CAMP training
HISTORIC PROPERTY UPDATES (*City-owned properties)				
Berkley Square Historic District	Intern has submitted the draft state nomination to HPO for review; draft state nomination submitted to state for review	Pending SHPO; staff researching permanent sign material for artwork and sign toppers	N/A	District is listed on the National Register of Historic Places
Floyd Lamb Park at Tule Springs - Adobe*	Centennial Commission approved request for \$21,150 for archaeological, engineering and feasibility study for restoration of adobe 10/17/11; draft engineering study has been submitted; CCA awarded \$98,000 for the rehabilitation of the Old Adobe; SHPO approved revised scope; site visit with engineer 8/14/14; Funding agreement signed 09/22/14; permits approved 6/8/15; pre-bid site visit 7/15/15; Contractor selected; Work has begun; Site visit with Commissioner Beck 10/2/15; artifact retrieval, documentation and display treatment plan approved by SHPO 10/14/15; Rehab completed 10/29/15	Catalogue artifacts; create and install interpretive sign	N/A	Property is listed on the City and National Registers of Historic Places
Floyd Lamb Park at Tule Springs – Gun Club*	HPC approved \$6k for structural analysis of the Gun Club 5/28/14; site visit with engineer 8/14/14; Public Works reviewed engineer's report; cost estimate received	Staff to research funding opportunities for rehabilitation plan	N/A	Property is listed on the City and National Registers of Historic Places
Floyd Lamb Park at Tule Springs – Horses for Heroes Lease Area*	Site visit 11/12/14 revealed violations by lessee; email sent by staff 11/13/14 with notice to discontinue unsanctioned work or risk a review of lease agreement; staff provided recommendations for interior tile 11/20/14; HPC purchased light fixtures for Dairy Barn 02/16	HPO to conduct regular site visits	N/A	Property is listed on the City and National Registers of Historic Places
Harrison Boarding House	Nevada Board of Museums and History approved listing on the state register of historic places 06/27/14; Planning Commission recommended approval for City listing 07/08/14; City designation approved at 8/20/14 CC; Mayor Carolyn G. Goodman sent a letter dated 11/17/14 to SHPO stating support for the designation of the Harrison House on the NRHP	National Register nomination pending	N/A	Property is listed on the City and State Register of Historic Places
Huntridge Neighborhood NR nomination	Centennial Commission approved a \$65,000 grant on 10/26/15 to hire a consultant to prepare a windshield survey and Nat'l Register nomination for the Huntridge Neighborhood; CLV has received four proposals	Proposal review scheduled 3/22/16	10/16	Project funded by the Commission for the Las Vegas Centennial
Motor Court Survey	HPC requested motor court survey and public outreach plan	HPO to prepare RFP	N/A	
Moulin Rouge	Property is currently in receivership; Resource Transition Consultants, LLC were appointed Receiver 05/13; a temporary illegal rock crushing business was operating onsite until approximately 3/7/16, after which activities will move to an adjacent property	HPO to continue watching activities on site	N/A	Property is listed on the City and National Registers of Historic Places
Scenic Byway	Staff is coordinating with Operations+Maintenance Department on repairing damaged signs and creating an ongoing maintenance plan	Staff to repair signs and create maintenance plan	N/A	Las Vegas Boulevard National Scenic Byway is a federally designated byway. CLV partners with the Neon Museum to place restored historic neon signs in the Las Vegas Boulevard median. Project funded by Centennial Commission, SNPLMA and Scenic Byway grants.

PROJECT	STATUS / ANALYSIS	NEXT MILESTONE	PROJECT DEADLINE	COMMENTS/NOTES
Updates				
Westside School*	HPC tour of site 6/17/15; State Register nomination to be heard by the Nevada State Board of Museums and History on 06/19/15; National Register amendment approved by the Nevada State Board of Museums and History on 06/19/15; NPS approved the amended NRHP nomination to include the 1948 building.	Pending completion of rehabilitation project.	N/A	Property is listed on the City, state and National Register of Historic Places
ENDANGERED PROPERTIES, SITES				
Victory Hotel	Property owned by Oakbrook Realty and Investment II, LLC since 2008; entire city block including Victory Hotel is for sale; Councilman Coffin has requested a rehabilitation assessment – RFP released 03/05/13; RFP review 4/16/13; Logan Simpson Design submitted draft historic rehab analysis 09/19/13; LSD submitted final report 10/21/13; HPC approved resolution of support for preservation of Victory Hotel 12/11/13	Application for funding from the Centennial Commission to be considered 04/28/14; staff and Ward 3 council office to work with property owner on next steps	N/A	Report funded by the Las Vegas Commission for the Centennial



CLERK OF THE COURT

ORDR

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DISTRICT COURT

CLARK COUNTY, NEVADA

ROBERT E. ORDAL, Trustee of the Robert E.
Ordal, PLLC Profit Sharing Plan,

Plaintiff,

v.

LAS VEGAS APARTMENT LENDERS,
LLC, a Washington limited liability company;
OLYMPIC COAST INVESTMENT, INC., a
Washington corporation, solely with respect to
property abandoned by order of the United
States Bankruptcy Court for the Western
District of Washington; et al., and Participants
in Olympic Coast Investment, Inc., Loan No.
26067 and Las Vegas Apartment Lenders LLC,
Loan No. 27000,

Defendants.

Case No. A-13-677879-B

Dept. No. XI

ORDER APPOINTING RECEIVER

Pursuant to Plaintiff's *Ex Parte* Application for an Order to Show Cause Why a Receiver Should Not Be Appointed and Application to Serve By Publication, the Declaration of Robert E. Ordal in Support of the *Ex Parte* Application for Order to Show Cause Why a Receiver Should Not Be Appointed and to Serve By Publication (the "Ordal Decl."), the Declaration of Kevin Hanchett in Support of the *Ex Parte* Application for Order to Show Cause Why a Receiver Should Not Be Appointed and to Serve By Publication (the "Hanchett Decl."), and the Complaint (the "Complaint") of Plaintiff, Robert E. Ordal, in his capacity as

1 Trustee of the Robert E. Ordal, PLLC Profit Sharing Plan ("Plaintiff"), the Court having
2 reviewed the pleadings and papers on file herein, and good cause appearing;

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

4 **A. APPOINTMENT OF RECEIVER:** Resource Transition Consultants LLC
5 ("RTC") (the "Receiver"), is hereby appointed Receiver in this action. Such appointment shall
6 be effective upon the entry of this Order. The responsible individual who will at all times act
7 on behalf of the Receiver in connection with the receivership is Kevin Hanchett.

8 **B. POSSESSION OF RECEIVER:** The Receiver shall have and take possession
9 of all the real and personal, tangible and intangible property (including without limitation, all
10 land, building and structures, leases, fixtures and movable personal property) more specifically
11 defined as the "Property" in the Complaint. The Property includes, without limitation, the
12 interests of Plaintiff in all "leases" and "Rents" more particularly described in the Complaint,
13 which definitions and legal descriptions are incorporated herein by this reference.

14 **C. DUTIES OF RECEIVER:** The Receiver is granted the following powers and
15 duties:

- 16 1. To enter on and take possession of the Property;
- 17 2. To care for, preserve, and maintain the Property;
- 18 3. To incur all expenses necessary for the care, preservation, maintenance of the
19 Property;
- 20 4. To develop, construct, market, and lease the Property, or portions thereof;
- 21 5. To employ or terminate the employment of any Nevada licensed person or firm
22 to perform construction of on- and off-site improvements and buildings on or with respect to
23 the Property and to manage such construction work with respect to the Property;
- 24 6. To employ or terminate the employment of any Nevada licensed person ^{or} ~~of~~ firm
25 to act as the Receiver's agent for the leasing of the Property or portions thereof, although
26 nothing herein shall prevent the Receiver from performing such services on its own;

1 7. To retain environmental specialists to perform environmental inspections and
2 assessments of the Property if the Receiver deems necessary and, if deemed necessary and
3 advisable in the discretion of the Receiver, to remediate the Property or remove and dispose of
4 contaminants, if any, affecting the Property;

5 8. To make any repairs to the Property that the Receiver, in its discretion deems
6 necessary or appropriate;

7 9. To sell the Property in the event that: (i) the Receiver determines that the sale of
8 the Property will generate proceeds sufficient to satisfy all liens; or (ii) the Receiver obtains an
9 order from the Court authorizing the sale of the Property;

10 10. To employ or terminate the employment of any Nevada licensed person or firm
11 to act as the Receiver's agent for the marketing and sale of the Property, although nothing
12 herein shall prevent the Receiver from performing such services on its own;

13 11. To operate, manage, control and conduct the Property and its business and incur
14 the expenses necessary in such operation, management, control, and conduct in the ordinary
15 and usual course of business, and do all things and incur the risks and obligations ordinarily
16 incurred by owners, managers, and operators of similar properties, and no such risks or
17 obligations so incurred shall be the personal risk or obligation of the Receiver individually, but
18 shall be a risk or obligation of the receivership estate;

19 12. To hire, employ, and retain attorneys, certified public accountants, investigators,
20 security guards, consultants, property management companies, brokers, appraisers, title
21 companies, licensed construction control companies, and any other personnel or employees
22 which the Receiver deems necessary to assist it in the discharge of its duties;

23 13. Subject to the authority set forth in the following paragraph, to continue in
24 effect any contracts presently existing and not in default relating to the Property;

25 14. To enter into and modify contracts affecting any part or all of the Property,
26 including, without limitation, any and all leases affecting the Property, which may be either in
27 the Receiver's name, or in name of the Defendants, followed by the designation "c/o Resource
28

1 Transition Consultants, LLC, a court-appointed receiver in Clark County District Court Case
2 No. A-13-677879; Dept. XI.” In addition, the Receiver shall have the authority to immediately
3 terminate any existing contract, agreement, or instrument which is not, in Receiver’s sole
4 discretion, deemed commercially reasonable or beneficial to the Property. The Receiver shall
5 not be bound by any contract between the Defendants and any third party that the Receiver
6 does not expressly assume in writing, including any portion of any lease that constitutes the
7 personal obligation of the Defendants, but which does not affect a tenant’s quiet enjoyment of
8 its leasehold estate;

9 15. To demand, collect and receive all rents and revenues derived from the
10 Property, or any part thereof, which shall not be set off by any amounts owed by Defendants
11 that the Receiver has not expressly assumed in writing, including all proceeds in the possession
12 of the above-captioned Defendants or other third parties which are or were derived from the
13 rents and revenues generated by the Property;

14 16. To bring and prosecute all proper actions for: (i) the collection of rents derived
15 from the Property; (ii) the removal from the Property of persons not entitled to entry thereon;
16 (iii) the protection of the Property, (iv) damage caused to the Property; and (v) the recovery of
17 possession of the Property;

18 17. To settle and or resolve any actual or potential litigation, whether or not an
19 action has been commenced, in a manner which, in the exercise of the Receiver’s judgment, is
20 most beneficial to the receivership estate.

21 18. Any security or other deposits which tenants have paid to the Defendants or its
22 agents and which are not paid to the Receiver, and over which the Receiver has no control,
23 shall be obligations of the Defendants and not of the Receiver, and no such tenant shall be
24 entitled to offset any such deposits against any rent owed pursuant to a lease assumed by the
25 Receiver. Any other security or other deposits which the tenants or other third parties have
26 paid or may pay to the Receiver, if otherwise refundable under the terms of their leases or

1 agreements with the Receiver, shall be expenses of the subject Property and refunded by the
2 Receiver in accordance with the leases or agreements;

3 19. To maintain adequate insurance over the Property to the same extent and in the
4 same manner as it has heretofore been insured, or as in the judgment of the Receiver may seem
5 fit and proper, and to request all presently existing policies to be amended by adding the
6 Receiver and the receivership estate as an additional insured within 10 days of the entry of this
7 Order. If there is inadequate insurance or if there are insufficient funds in the receivership
8 estate to procure adequate insurance, the Receiver is directed to immediately petition the court
9 for instructions. The Receiver may, in its discretion, apply for any bond or insurance providing
10 coverage for the Receiver's conduct and operations of the Property, which shall be an expense
11 of the Property. During the period in which the Property is uninsured or underinsured,
12 Receiver shall not be personally responsible for any claims arising therefor;

13 20. To pay all necessary insurance premiums for such insurance and all taxes and
14 assessments levied on the Property during the receivership;

15 21. To take possession and control of all the records, correspondence, insurance
16 policies, books and accounts of the Defendants and the Property which refer to the assets, the
17 ongoing construction of any uncompleted buildings and improvements on the Property, the
18 lease and/or conveyance of any completed buildings and improvements on the Property, or
19 rents and/or liabilities pertaining to the Property; to access all office equipment used by the
20 Defendants in connection with development, construction, improvement, leasing, sales,
21 marketing and/or conveyance of the Property and the buildings thereon, including all computer
22 equipment, all software programs and passwords, and any other information, data, equipment
23 or items necessary for the operation of the Defendants' business with respect to the Property;
24 whether in the possession and control of Defendants or their agents, servants or employees;
25 provided, however, that such books, records, and office equipment shall be made available for
26 the use of the agents, servants and employees of the Defendants in the normal course of the
27 performance of their duties;

1 22. The Receiver is authorized and empowered to take any and all steps necessary
2 to receive, collect and review all mail delivered in connection with Property, whether or not
3 addressed to the Defendants, as well as all mail addressed to the Defendants including, but not
4 limited to, mail addressed to any post office boxes held in the name of the Defendants, and the
5 Receiver is authorized to instruct the U.S. Postmaster to reroute, hold, and/or release said mail
6 to the Receiver. Mail reviewed by the Receiver in the performance of its duties will promptly
7 be forwarded to Defendants after the Receiver's review thereof;

8 23. To obtain copies of any and all plans, specification and drawings pertaining to
9 or affecting any part or all of the Property and to be authorized to obtain such plans,
10 specifications and drawings from the Defendants, from architects and contractors retained or
11 formerly retained by the Defendants, or from the city, municipality, county or state on which
12 such Property is situated if the Receiver deems it necessary or advisable in its discretion to do
13 so;

14 24. To pay and discharge out of the funds coming into Receiver's hands all the
15 expenses of the receivership and the costs and expenses of operation and maintenance of the
16 Property, including all of the Receiver's and related fees, taxes, governmental assessments and
17 charges and the nature thereof lawfully imposed upon the Property;

18 25. To have the power to advance funds to keep current any liens, taxes, and
19 assessments, if any, encumbering the Property that are senior in priority to any lien held by
20 Plaintiff;

21 26. To expend funds to purchase merchandise, materials, supplies and services as
22 the Receiver deems necessary and advisable to assist him in performing its duties hereunder
23 and to pay therefore the ordinary and usual rates and process out of the funds that may come
24 into the possession of the Receiver;

25 27. To apply, obtain and pay any reasonable fees for any lawful license, permit or
26 other governmental approval relating to the Property or the operation thereof; confirm the
27 existence of and, to the extent permitted by law, exercise the privileges of any existing license
28

1 or permit or the operation thereof, and do all things necessary to protect and maintain such
2 licenses, permits and approvals;

3 28. To, without the ^{Be} necessity of requesting the Court's approval, borrow such funds
4 as may be necessary to satisfy the costs and expenses of the receivership, to the extent that the
5 net revenues derived from the Property are insufficient to satisfy such costs and expenses. All
6 amounts borrowed by the Receiver pursuant to this paragraph shall be deemed secured
7 advances which may be secured by the appropriate real and personal property which shall in
8 addition have priority as a receivership expense. The Receiver is further authorized to issue,
9 execute, and record or file such documents as may be necessary to evidence the obligation to
10 repay the advances, including but not limited to, the issuance of a Receiver's Certificates of
11 Indebtedness evidencing the obligation of the receivership estate (and not the Receiver
12 individually) to repay such sums. The principal sum of each such certificate or document,
13 together with reasonable interest thereon, shall be payable out of the next available funds
14 which constitute the net revenues of the Property, and at the Receiver's discretion, secured;

15 29. To notify all local, state and federal governmental agencies, all vendors and
16 suppliers, and any and all others who provide goods or services to the Property of its
17 appointment as Receiver. No utility may terminate service to the Property as a result of non-
18 payment of pre-receivership obligations without prior order of this Court, and no insurance
19 company may cancel its existing current-paid policy as a result of the appointment of the
20 Receiver, without prior order of this Court;

21 30. To open and utilize bank accounts for receivership funds. The Receiver is
22 authorized and empowered to use the Defendants' tax identification number to establish bank
23 accounts at any bank the Receiver deems appropriate for the deposit of monies and funds
24 collected and received in connection with its administration of the Property;

25 31. To present for payment any checks, money orders or other forms of payment
26 made payable to Defendants which constitute the rents and revenues of the Property, endorse
27 same and collect the proceeds thereof;

1 32. The Receiver shall prepare on a monthly basis, commencing the month ending
2 30 days after its appointment, and by the last day of each month thereafter, so long as the
3 Property shall remain in its possession or care, reports listing any receipts and disbursements,
4 and any other significant operational issues that have occurred during the preceding month.
5 The Receiver is directed to file such reports with this Court. The Receiver shall serve a copy
6 of this report on the attorneys of record for the parties and any other interested parties who
7 request the same;

8 33. The Receiver's compensation shall be 1% of the loan balance per year, payable
9 monthly;

10 34. The Receiver, its consultants, agents, employees, legal counsel, and
11 professionals and Petitioner's professional fees and costs herein shall be paid on a monthly
12 basis. To be paid on a monthly basis, the Receiver must file and provide a copy of parties
13 requesting same, a statement of account each month for the time and expense incurred in the
14 preceding calendar month. ~~If no objection thereto is filed and served on or within ten (10) days~~
15 ~~following service thereof, such statement of account may be paid. If an objection is timely~~
16 ~~filed and served, such statement of account shall not be paid absent further order of the Court.~~
17 ~~In the event objections are timely made to fees and expenses, the portion of the fees and~~
18 ~~expenses as to which no objection has been interposed shall be paid immediately following the~~
19 ~~expiration of the ten-day objection period. The portion of fees and expenses to which an~~
20 ~~objection has been timely interposed are to be paid within ten (10) days of an agreement~~
21 ~~among the parties or entry of a Court order adjudicating the matter. To the extent net revenues~~
22 and rents are not available, Plaintiff will pay fees and expenses of the Receiver within thirty
23 (30) days after service of the statement of account on Plaintiff, unless an objection is filed as
24 stated above (and, if an objection is filed, shall pay such amounts as are allowed by the Court);

25 35. Despite the periodic payment of Receiver's fees and administrative expenses,
26 such fees and expenses shall be submitted to the court for final approval and confirmation in

1 the form of either a stipulation among the parties or the Receiver's final account and report;
2 and

3 36. To generally do such other things as may be necessary or incidental to the
4 foregoing specific powers, directions and general authorities and take actions relating to the
5 Property beyond the scope contemplated by the provisions set forth above, provided the
6 Receiver obtains prior court approval for any actions beyond the scope contemplated herein;

7 **D. NON-INTERFERENCE WITH RECEIVER:** Defendants, including, without
8 limitation, Defendants' agents, representatives and employees, are enjoined from:

9 1. Interfering with the Receiver, directly or indirectly, in the management and
10 operation of the Property;

11 2. Interfering with the Receiver, directly or indirectly, in the collection of rents
12 derived from the Property;

13 3. Collecting or attempting to collect Rents derived from the Property;

14 4. Extending, dispersing, transferring, assigning, selling, conveying, devising,
15 pledging, mortgaging, creating a security interest in or disposing of the whole or any part of the
16 Property (including the Rents thereof) without the prior written consent of the Receiver;
17 provided, however, that nothing contained in this Order shall prohibit or restrain Plaintiff from
18 initiating and/or completing a sale by judicial or non-judicial foreclosure of the Property, or
19 any portion thereof, and thereafter taking title and possession thereto; and

20 5. Doing any act which will, or which will tend to, impair, defeat, divert, prevent
21 or prejudice the preservation of the Property (including the Rents thereof) or the interest of
22 Plaintiff in the Property and in said Rents.

23 **E. DISCHARGE:** Immediately upon the sale of the Property, ^{BB} *shall move the*
24 *Court for approval of the distribution of proceeds.* ~~without further~~
25 ~~order of the Court, the Receiver shall close such sale with the third-party purchaser of the~~
26 ~~Property and shall disburse the proceeds as the interests of the Plaintiff and the Defendants~~
27 ~~herein appear. Upon approval of the Receiver's Final Report, the Receiver shall be discharged~~
28 ~~from all further duties, liabilities and responsibilities relating to the Property;~~

distribution of proceeds

1 **F. FINAL REPORT:** No later than 60 days after the receivership-terminates, the
2 Receiver shall file and serve a motion for approval of the Receiver's final report and account.
3 Notice shall be given to all persons of whom the Receiver is aware who have potential claims
4 against receivership property. The motion to approve the final report and accounting and for
5 discharge of the Receiver shall contain a summary of the receivership accounting, what was
6 done during the receivership, and stating the basis for termination. Notwithstanding the
7 payment of periodic fees and expenses, all fees and expenses shall be submitted to the Court
8 for final approval together with the Receiver's final report and accounting.

9 **G. BANKRUPTCY:** No Defendant in this case owns more than a 4% interest in
10 the Property and most Defendants own less than 1% each. If a Defendant files a bankruptcy
11 case during the receivership, Plaintiff or the Receiver shall give notice of the bankruptcy case
12 to the Court and to all parties. Once the Receiver receives notice that a bankruptcy has been
13 filed, and the bankruptcy estate includes any property that is the subject of this Order, the
14 Receiver shall have the following duties:

15 1. The Receiver and the Plaintiff shall promptly move in the Bankruptcy Court for
16 an order for (1) relief from the automatic stay, and (2) relief from the Receiver's obligation to
17 turn over the Property (11 U.S.C. § 543).

18 2. The Receiver may remain in possession and preserve the Property pending a
19 ruling by the Bankruptcy Court on those motions (11 U.S.C. § 543(a)). Pending the
20 determination by the Bankruptcy Court, the Receiver will comply with the restrictions
21 contained in the Bankruptcy Code as to administration of property of the bankruptcy estate.

22 3. The Receiver may also petition the Bankruptcy Court for instructions, and the
23 parties to this action shall be deemed to consent to a hearing on shortened time, and at the
24 earliest possible date, in connection with any such request.

25 4. The Receiver may retain legal counsel to assist the Receiver with any issues
26 arising out of the bankruptcy proceedings that affect the receivership.

H. NO PERSONAL LIABILITY: RTC, by and through its agents, is acting solely in its capacity as Receiver and the debts of the Receiver are solely the debts of the Property. In no event shall the Receiver's designated representative have any personal liability or obligations for the debts of the Receiver and/or the Property, nor shall the Receiver have any liability for any debts of the Property or any debts incurred in connection with the Receivership.

I. **NO BOND REQUIREMENT:** Receiver shall not be required to give security or post a bond for the payment of such costs or damages as may arise from the appointment of the Receiver as Receiver.

J. FURTHER INSTRUCTIONS: The Receiver or Plaintiff may at any time apply to this court for any further or other instructions and powers necessary to enable the Receiver to perform its duties properly; and

K. The Receiver shall assume its duties and powers forthwith upon entry of this order.

IT IS SO ORDERED.

DATED this 9th day of May, 2013.

2014
DISTRICT COURT JUDGE

Submitted By:

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