

NOTICE OF PUBLIC HEARING

SPECIAL USE PERMIT

GORDON HARRY & GERALDINE TR
ROSMAN ELLIOT S TRS ETAL
2216 E CHARLESTON BLVD
LAS VEGAS NV 89104-2049

MEETING: CITY COUNCIL
DATE: MARCH 1, 2006
TIME: 1:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

SUP-10786

APPLICANT: MAXI MART - OWNER: NIMROD BARASHY - REQUEST FOR A SPECIAL USE PERMIT FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED (CHECK CASHING) AND WAIVERS OF THE 200-FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A RESIDENTIAL USE AND 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN AUTO TITLE LOAN, PAWNBROKER, OR ANOTHER FINANCIAL INSTITUTION, SPECIFIED AT 2212 EAST CHARLESTON BOULEVARD (APN 162-01-101-004), C-2 (GENERAL COMMERCIAL) ZONE, WARD 3 (REESE).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-8301 (TDD 386-9106) <http://www.lasvegasnevada.gov>



SEE LOCATION MAP ON REVERSE SIDE

APPROVED SUBJECT TO AMMENDED CONDITIONS

89

FAX 382-4803

BARBARA JO RONEBUS
CITY CLERK

Submitted at Planning Commission

Date *1/8/2013* Item *51*

Mar. 1, 2006

Attention City council

RE: Special use permit

SUP-10786

Item #89

Gordon family trust-rosman Elliot trust.

In regards to the request for a check cashing business to be located in the Maxi mart, The parking problem will not go away by adding a service that requires an even lengthier stay to complete paperwork. My tenant C J tile has but about 4 spaces to service its customers, as you may be aware it is a time consuming ordeal to pick out tile.

I believe any further impact on my tenant may impose upon his ability to prosper, being trapped between two financial institutions may cause grievous harm.

If we were to receive some relief from the city to allow parking on the east side of 2216 e. Charleston it might cure some of the problem, but I think it would have to be as a condition before approval is given.

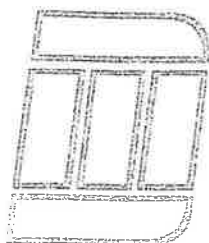
I believe this was a condition that was approved once before when the Maxi Mart was first allowed to open, but I have no documentation on this.

Respectfully yours

Gordon trust Rosman Elliot trust

James Shoughro managing partner -trustee

A handwritten signature in cursive script, appearing to read "James Shoughro".



**Dave
Mason
Realty**

Commercial Real Estate

May 10, 2011

To: Shawn N Barashy
PO box 80652
Las Vegas Nevada 89180

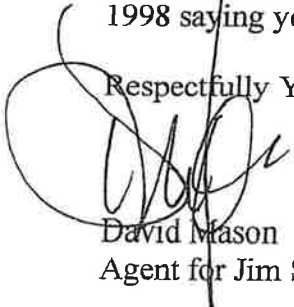
Regarding: 2216 E. Charleston, Las Vegas Nevada

Dear Shawn,

Per our conversation a few months back regarding the owners of 2216 East Charleston compensating you for our proposed tenant using the driveway to the East of our space. We agreed on \$ 150 per month, on a month to month basis. The tenant was just approved by the Business Licensing Department and has just opened. If he makes it to his first months rent, the end of June, we will start that process.

I want to be very clear that we are not responsible to pay you anything and are agreeing to do so, to not create a conflict and just to make life easier. I have attached a copy of your approval in 1998 saying you had to provide an Access easement through that area.

Respectfully Yours,



David Mason
Agent for Jim Shoughro

CC Jim Shoughro

1137 S. Rancho Dr., Ste. 120
Las Vegas, NV 89102
Ph: (702) 386-8686 Fax: (702) 386-9839

January 31st, 2012

California Tire & Accessories
Ishmael Zubia
2216 E Charleston Blvd
Las Vegas, NV 89104

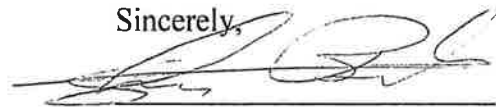
Re: Unauthorized activities on Tuesday Properties LLC Parcel.

Mr. Zubia,

On multiple occasions over the past few months I have asked you to stop working, displaying tires, bumper and other goods on my property and not to park in any other place but along the east wall of 2216 E Charleston. We had an agreement that for \$150 per month you are permitted to park three vehicles on my property along the east wall of 2216 E Charleston only. I received a letter from Dave Mason that he decided to reduce the \$150 to \$120 due to rent reduction your landlord granted you. Since then I received no payment.

On Friday January 27, 2012 I posted violation stickers on your vehicles and placed a new sign for unauthorized parking giving you until Monday January 30th, 2012 to remove all vehicles and displayed material from my lot. I spoke to you that day and asked you to remove all vehicles and material from my lot. You asked for a written notice. Although I have no obligation to give you any written notice for the unauthorized parking on my lot I am giving this courtesy notice one time. **Please remove all tires and material from my property, remove all your trucks and other vehicles immediately. Do not perform any automotive or other work on my lot. Any vehicle on my property will be towed at your expense by Monday February 6, 2012. Any of your products remaining on my property will be removed.**

Sincerely,



Tuesday Properties LLC

CC:

Gordon Harry & Geraldine TR
Rosman Elliot S TRS
3113 Connors Dr
Las Vegas, NV 89107

Dave Mason Realty
516 South 6th Street
Suite 400
Las Vegas, NV 89101

NOTICE OF PUBLIC HEARING

SPECIAL USE PERMIT

MEETING: PLANNING COMMISSION
DATE: JANUARY 22, 1998
TIME: 7:00 P.M. 494-7794
LOCATION: COUNCIL CHAMBERS, CITY HALL
400 STEWART AVENUE WAYNE BELIEVES
LAS VEGAS, NEVADA BARASHY NEGOTIATING PROPOSAL IS
TO FULFILL PARKING CODE

U-143-97

TEL. 494-7794

REQUEST BY NIMROD BARASHY FOR A SPECIAL USE PERMIT ON PROPERTY LOCATED AT 2224 EAST CHARLESTON BOULEVARD FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE, C-2 (GENERAL COMMERCIAL) ZONE, WARD 3 (REESE), APN: 162-01-101-004 AND 006.

W6 ARG 005

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTHWEST QUARTER (NW¼), OF THE NORTHWEST QUARTER (NW¼), OF SECTION 01, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M.

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file written objection thereto or approval thereof with the Planning and Development Department, Current Planning Division, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. This request may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after discussion of the item. You will receive an additional notice for the City Council meeting. For further information, please call 229-6301 (TDD 386-9108).

PLANNING AND DEVELOPMENT DEPARTMENT
CITY OF LAS VEGAS



PRELIMINARY
TITLE REPORT
Kira Wauwie

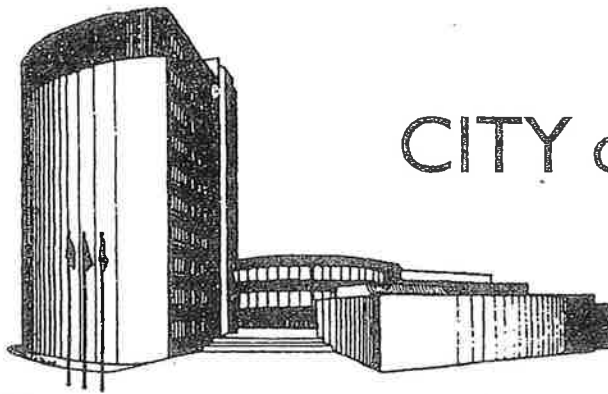
KIRA WAUWIE, SENIOR PLANNER
CURRENT PLANNING DIVISION

SEE LOCATION MAP ON REVERSE SIDE

MAYOR
AN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. McDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

March 24, 1998

Mr. Nimrod Barashy
7708 Wolfcreek Road
Las Vegas, Nevada 89128

RE: U-143-97 - SPECIAL USE PERMIT

Dear Mr. Barashy:

The City Council at a regular meeting held February 23, 1998 APPROVED the request for a Special Use Permit on property located at 2224 East Charleston Boulevard FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE, C-2 (General Commercial) Zone, subject to:

1. The sale of quart beer containers is prohibited.
2. Two of the parking spaces located along East Charleston Boulevard shall be removed and replaced with landscaping. Landscaping shall be installed in conformance with the Landscape, Wall, and Buffer Standards of the Urban Design Guidelines and Standards within one (1) year of the approval of this application. Failure to install and maintain the landscaping shall result in the revocation of the operator's business license.
3. Grant a 20 foot wide perpetual, non-revocable public access easement through the parking lot (Parcel 162-01-101-006 of this application) connecting the existing public alley to the existing driveway accessing Charleston Boulevard prior to occupancy of this site as required by the Department of Public Works.
4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets (excluding single family development).
5. All City Code requirements and design standards of all City departments must be satisfied.



400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

Mr. Nimrod Barashy
U-143-97 – Page Two
March 24, 1998

6. Parking and driveway plans must be approved by the Traffic Engineer prior to the issuance of any permits.
7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
8. Provide plans showing accessible exterior routes from public transportation stops, accessible parking, passenger loading zones and public sidewalks to the accessible building entrance(s) with submittal of plans for building permits as required by the Planning and Development Department. Accessible routes shall have running slopes and cross slopes in accordance with the applicable code.

Sincerely,


BARBARA JO RONEMUS
City Clerk

/ac

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services
Land Development Services

Mr. Sam Hamika
1938 Trilly Lane
Las Vegas, Nevada 89115

Mr. Falah E Hamika
Mr. Ismael Z. Isreal
1866 Trilly Lane
Las Vegas, Nevada 89115

DECLARATION OF RECIPROCAL EASEMENT

THIS DECLARATION OF EASEMENT is made this _____ day of June, 2002, by and between NIMROD BARASHY, 7708 Wolfcreek Road, Las Vegas, Nevada 89128, hereafter referred to as "Barashy," and the GORDON TRUST, 3113 Connors Drive, Las Vegas, Nevada 89107, hereafter referred to as "the Trust," involving three (3) parcels of real property located on East Charleston near Fremont Street, more particularly described below.

Recitals:

1. Barashy is the owner of certain land in Las Vegas, Clark County, Nevada, more particularly described as Assessor Parcel Nos. 16201101006 and 16201101004.
2. Barashy operates a market with beer and wine sales on APN 16201101004 (the "Market Parcel"). The front of the Market Parcel contains parking for the store.
3. Barashy uses APN 16201101006 for parking (the "Parking Parcel").
4. The Gordon Trust is the owner of that certain land in Las Vegas, Clark County, Nevada, more particularly described as Assessor Parcel No. 16201101005 (the "Gordon Parcel"). The Gordon Parcel has parking in front of its store, which area is necessary for ingress and egress by the Market Parcel and for access to the market from the Parking Parcel.
5. Attached as Exhibit "1" is a diagram of the parcels owned by the parties. The diagram illustrates the common driveway for ingress and egress, as well as a common front parking areas of the Parcels. The highlighted areas represent the access used by the Gordon Parcel for its loading door and rear exits.
6. In 1997, Barashy applied for a special use permit with the City of Las Vegas for the sale of beer and wine on the Market Parcel, which was approved by the Las Vegas City Council on February 23, 1998.

7. The Gordon Trust and Barashy agreed that if the Gordon Trust did not object to the special use application, Barashy would not interfere with the access to the loading door on the East side or the back doors on the South side of the Gordon Parcel. See the highlighted areas of Exhibit "1."

8. It is essential to the value of the parcels that the parties enter into this reciprocal easement agreement for the benefit of the parcels and their respective tenants.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

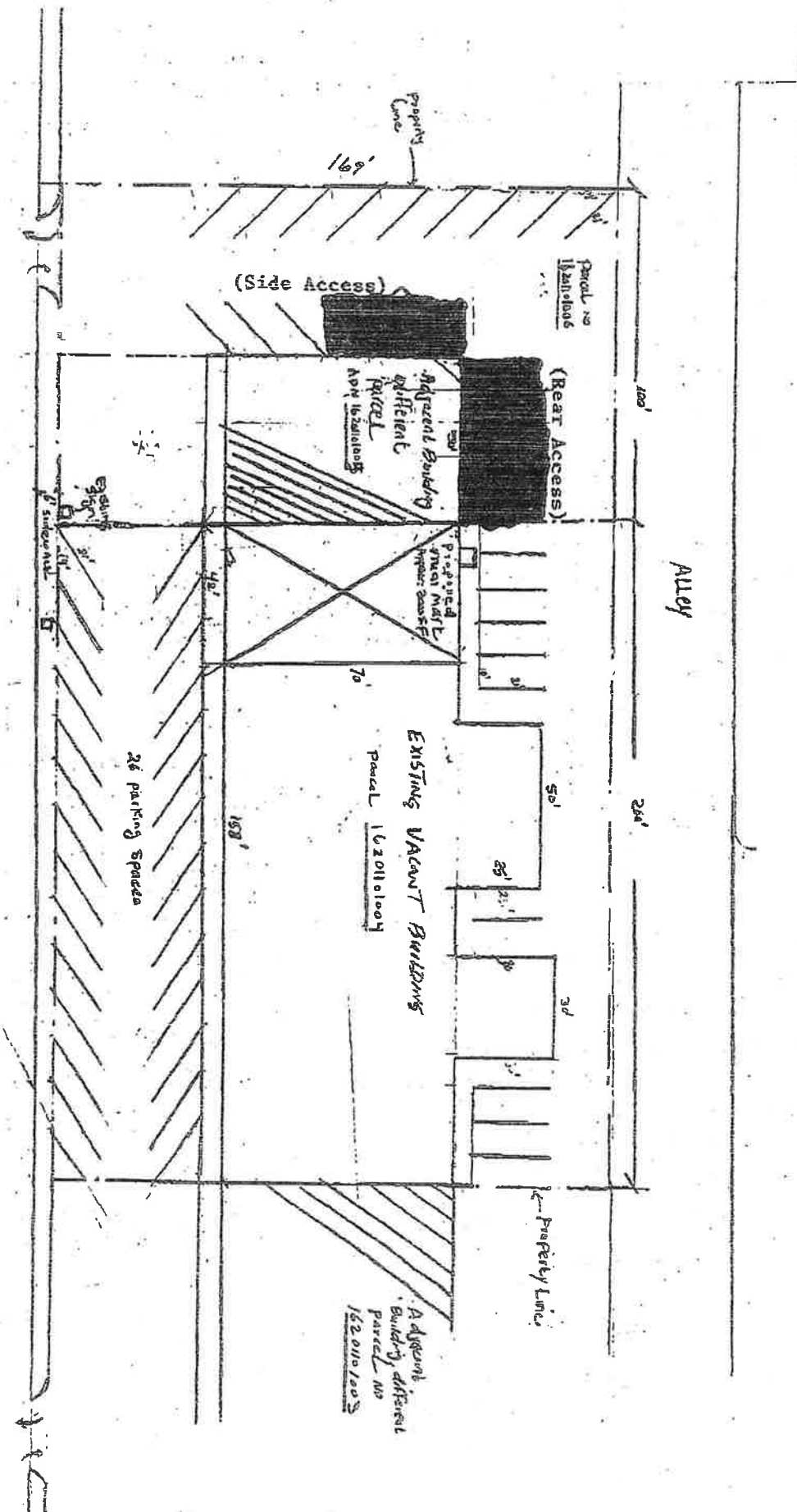
1. Easement. The parties hereby create mutual easements across and onto the Barashy Parcel, the Market Parcel and the Gordon Parcel for ingress and egress, as well as access to the side and rear doors of the Gordon Parcel, as highlighted on Exhibit "1."
2. Repair and Maintenance of Easement. Each party shall maintain the area used for vehicular traffic on its parcel in good condition and at its own cost.
3. Amendments. The provisions of this agreement may be amended only by a written agreement signed by all of the parties.
4. Binding Agreement. The Easement rights and responsibility set forth in this agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the parcel owners.

IN WITNESS WHEREOF, the parties have executed this Declaration of Reciprocal Easement on the date first above written.

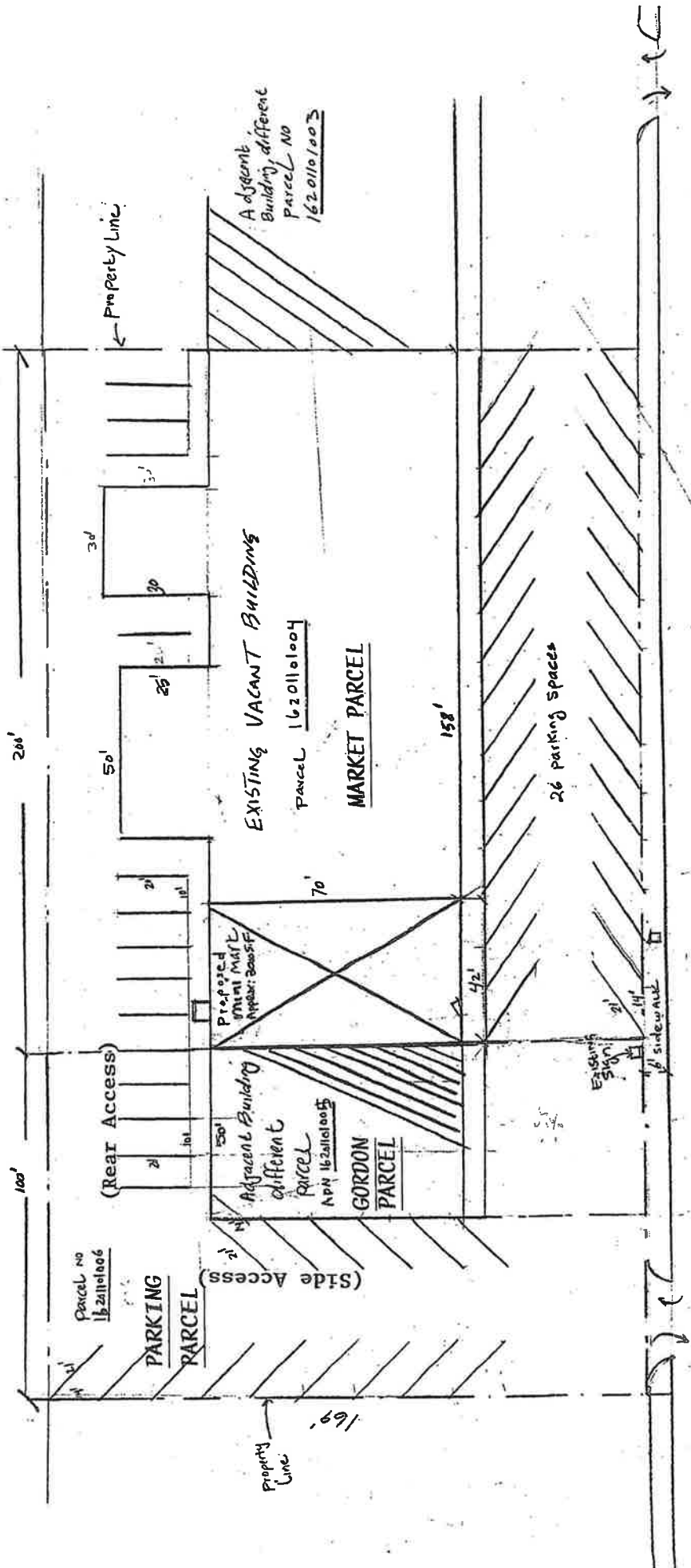
THE GORDON TRUST

NIMROD BARASHY

By: _____
James Shoughro, Trustee



Alley



DECLARATION OF RECIPROCAL EASEMENT

THIS DECLARATION OF RECIPROCAL EASEMENT is made this _____ day of June, 2002, by and between **NIMROD BARASHY**, 7708 Wolfcreek Road, Las Vegas, Nevada 89128, hereafter referred to as "Barashy," and the **GORDON TRUST**, 3113 Conners Drive, Las Vegas, Nevada 89107, hereafter referred to as "the Trust," involving three (3) parcels of real property located on East Charleston near Fremont Street, more particularly described below.

R e c i t a l s :

1. Barashy is the owner of certain land in Las Vegas, Clark County, Nevada, more particularly described as Assessor Parcel Nos. 16201101006 and 16201101004.
2. Barashy operates a market with beer and wine sales on APN 16201101004 (the "Market Parcel"). The front of the Market Parcel contains parking for the store.
3. Barashy uses APN 16201101006 for parking (the "Parking Parcel").
4. The Gordon Trust is the owner of that certain land in Las Vegas, Clark County, Nevada, more particularly described as Assessor Parcel No. 16201101005 (the "Gordon Parcel"). The Gordon Parcel has parking in front of its store, which area is necessary for ingress and egress by the Market Parcel and for access to the market from the Parking Parcel.
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7. The Gordon Trust and Barashy agreed that if the Gordon Trust did not object to the special use application, Barashy would not interfere with the access to the loading door on the East side or the back doors on the South side of the Gordon Parcel. See the highlighted areas of Exhibit "1."
8. It is essential to the value of the parcels that the parties enter into this reciprocal easement agreement for the benefit of the parcels and their respective tenants.
9. This Agreement is necessary to prevent the parties from disrupting the flow of traffic and access that has existed between these parcels for more than thirty years.
10. This Agreement is also necessary to prevent costly and protracted litigation regarding prescriptive easements and easements by contract among the various parties.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Easement. The parties hereby create mutual easements across and onto the Barashy Parcel, the Market Parcel and the Gordon Parcel for ingress and egress, as well as access to the side and rear doors of the Gordon Parcel, as highlighted on Exhibit "1."
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3. Amendments. The provisions of this Agreement may be amended only by a written agreement signed by all of the parties.

4. Binding Agreement. The easement rights and responsibility set forth in this Agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the parcel owners.

IN WITNESS WHEREOF, the parties have executed this Declaration of Reciprocal Easement on the date first above written.

THE GORDON TRUST

NIMROD BARASHY

By: _____
James Shoughro, Trustee

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument is hereby acknowledged before me by **NIMROD BARASHY** this _____ day of June, 2002.

Notary Public, State of Nevada

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument is hereby acknowledged before me by James Shoughro, Trustee of the **GORDON TRUST**, this _____ day of June, 2002.

Notary Public, State of Nevada

AFTER RECORDING, MAIL TO:

The Gordon Trust
c/o Mr. Jim Shoughro
3113 Conners Drive
Las Vegas, Nevada 89107