

1 **ACOM**
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3 Nevada Bar No. 1078
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DISTRICT COURT
CLARK COUNTY, NEVADA

11 DECATUR SHOPPING CENTER)
12 ASSOCIATES, A Nevada Limited)
13 Partnership)
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19)
20)
21)
22)

Plaintiff,)
vs.)
Defendants.)

Case No. A09-594500-C
Dept. No. XX

ARBITRATION EXEMPTION CLAIMED
Title to Real Estate

CITY OF LAS VEGAS, a Municipal)
Corporation of the State of Nevada; CITY)
OF LAS VEGAS REDEVELOPMENT)
AGENCY; ALPHA OMEGA)
STRATEGIES, LLC; HJEE, LLC; DOES 1))
through 10 and ROE Entities 11 through 20,))
Defendants.)

AMENDED COMPLAINT

COMES NOW Decatur Shopping Center Associates, a Nevada Limited Partnership ("Plaintiff"), by and through its attorneys Foley & Oakes, PC, as and for its complaint against the City of Las Vegas, the City of Las Vegas Redevelopment Agency, Alpha Omega

1 Strategies, LLC, HJEE, LLC, DOES 1 through 10 and ROE Entities 11 through 20, and
2 alleges as follows:

3 1. Plaintiff is a Nevada Limited Partnership authorized to, and doing business in,
4 Clark County Nevada.

5 2. Plaintiff is now, and has been since 1978, the owner of that certain shopping
6 center and the real property located at 1401 N. Decatur Boulevard in Las Vegas, Nevada, also
7 described as Assessor's Parcel # 138-25-503-007 (hereinafter the "Shopping Center").
8

9 3. The City of Las Vegas is a Municipal Corporation of the State of Nevada ("City
10 of Las Vegas").

11 4. The City of Las Vegas Redevelopment Agency is a public body, corporate and
12 politic, exercising governmental functions and powers and organized and existing under the
13 Community Redevelopment Law of the State of Nevada (the "Agency").
14

15 5. The City of Las Vegas and the Agency are both governed and operated by the
16 elected members of the Las Vegas City Counsel and the Mayor of Las Vegas. The City of Las
17 Vegas and the Agency are hereinafter collectively referred to as the "City".
18

19 6. Alpha Omega Strategies, LLC is a Nevada LLC authorized to, and doing
20 business in, Clark County Nevada ("A&O"). A&O is a successor company to non-party Alpha
21 Omega Strategies, Inc.

22 7. HJEE, LLC is a Nevada LLC authorized to, and doing business in, Clark
23 County Nevada ("HJEE").

24 8. The full extent of the facts linking the fictitiously designated DOE and ROE
25 defendants with each cause of action alleged herein is unknown to Plaintiff, or the true names
26 or capacities, whether individual, plural, corporate, partnership, associate or otherwise, of
27 defendants DOES and ROES, and each of them, are unknown to Plaintiff. Plaintiff therefore
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1 sues said defendants by such fictitious names. Plaintiff is informed and believes and thereon
2 alleges that each of the defendants designated herein as a DOE or ROE is negligently,
3 recklessly, tortuously, intentionally, and unlawfully responsible in some manner for the events
4 and happenings hereinafter referred to and negligently, tortuously, intentionally, and
5 unlawfully proximately caused the injuries and damages thereby to Plaintiff as herein alleged.
6 Plaintiff will hereinafter seek leave of Court to amend this complaint to show said defendants'
7 true names and capacities after the same have been ascertained. Plaintiff is alleging causes of
8 action against each DOE and ROE defendant under every theory of recovery set forth herein.
9

10 9. Plaintiff is informed and believes and thereon alleges that at the time and place
11 of the events mentioned herein, the defendants, and each of them, were the agents, servants,
12 employees and joint venturers of each of the remaining defendants, and were at all times herein
13 mentioned, acting within the course, scope and purpose of said agency, employment and joint
14 venture.
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16 10. Plaintiff is informed and believes and thereon alleges that at all times herein
17 mentioned, the defendants designated herein as a ROE defendants, and each of them, were
18 individuals and/or business entities authorized to and doing business as agents, employees,
19 subcontractors, independent contractors, joint venturers or otherwise on behalf of the
20 specifically named defendants; and at all relevant times were acting with the authorization
21 and/or ratification of the specifically named defendants, as aforesaid. Plaintiff will seek leave
22 of Court to amend this Complaint to reflect the correct individual and/or business capacity of
23 each of said defendants when the said information has been ascertained.
24

25 11. Plaintiff is informed and believes and thereon alleges that at all times relevant
26 hereto, the defendants designated herein as a DOE and ROE defendants and each of them, are
27 individuals and business organizations, the precise nature of which is not presently known to
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1 Plaintiff, and said defendants resided and/or were and are authorized to and doing business in
2 the State of Nevada and are thus subject to the jurisdiction of this court. Once the exact
3 business nature or individual status of said defendants is ascertained by Plaintiff, Plaintiff will
4 amend this Complaint to allege said defendants' correct individual and/or business status and
5 capacity.
6

7 12. On or about September 25, 2000, the City purchased that real property located
8 at 1501 N. Decatur Boulevard in Las Vegas, Nevada also described as Assessor's Parcel #
9 138-25-518-001 (hereinafter the "City Property").

10 13. The Shopping Center is an approximately 100,000 square foot retail center.

11 14. The City Property was a mostly paved vacant lot.

12 15. The Shopping Center and the City Property are adjoining properties located on
13 the west side of Decatur Boulevard between Washington Avenue and Vegas Drive.
14

15 16. On or about October 17, 1963 a prior owner of the Shopping Center and a prior
16 owner of the City Property executed and recorded with the Clark County Recorder's office that
17 certain Mutual Parking Agreement (the "Parking Easement"). A copy of the Parking
18 Easement is annexed hereto as Exhibit "1".
19

20 17. Pursuant to the Parking Easement, the Shopping Center and the City Property
21 obtained cross easements for parking which included and allowed for the free flow of traffic
22 between the two properties including suitable roadways, exits, entrances and driveways for the
23 use of the owners, tenants, and customers of both properties.
24

25 18. The Parking Easement has a term of 50 years and runs with and binds the City
26 Property and the Shopping Center, and all subsequent owners and occupants thereof.

27 19. Prior to 2003, then Las Vegas City Councilman, and presently an owner
28 manager of A&O, Michael McDonald, engaged Plaintiff's property manager at the Shopping

1 Center and stated to him that the Shopping Center would not be owned by the Plaintiff for
2 much longer as the City intended to obtain the Shopping Center via its powers of eminent
3 domain in order to combine the Shopping Center with the City Property for purposes of a
4 redevelopment project.

5
6 20. Neither the City of Las Vegas nor the Agency has ever initiated condemnation
7 proceedings against the Shopping Center or the Parking Easement.

8 21. In June 2003, the City notified the Plaintiff that the City intended to purchase
9 the Plaintiff's interests in the Parking Easement.

10 22. On July 29, 2003, without having obtained an appraisal, the City offered the
11 Plaintiff \$100,000 for its rights in the Parking Easement in order to dissolve the Parking
12 Easement.

13
14 23. On September 28, 2003, the Plaintiff rejected the City's \$100,000 offer.

15 24. On December 3, 2003, the City delivered an appraisal obtained by the City to
16 Plaintiff which valued Plaintiff's interest in the Parking Easement to be worth \$190,000. The
17 City offered Plaintiff \$190,000 for its interest in the then remaining 10 years left in the Parking
18 Easement.

19
20 25. On September 14, 2004, Plaintiff made a counteroffer to the City for, among
21 other things, \$435,000 to purchase Plaintiff's interests in the remaining term of the Parking
22 Easement.

23 26. At the City's insistence and as and for consideration for the City's purchase of
24 the Parking Easement, Plaintiff applied to the City for a parking variance for the Shopping
25 Center. The City approved Plaintiff's application for the parking variance.
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1 27. In its December 15, 2004 Agenda Memo, the City announced to the public that
2 it wished to dissolve the Parking Easement and that in all likelihood, it would be dissolved in
3 the near future.

4 28. In its December 15, 2004 Agenda Memo, the City announced to the public that
5 it was engaged in litigation with Plaintiff and that said litigation had caused an undue hardship
6 on Plaintiff.

7 29. In its December 15, 2004 Agenda Memo, the City announced to the public that
8 the City had the option of condemning the Shopping Center which would negate the Parking
9 Easement.
10

11 30 In its December 15, 2004 Agenda Memo, the City announced to the public that
12 the abatement of the Parking Easement was imminent.
13

14 31. On February 1, 2005, the City communicated to Plaintiff that its counter offer
15 of \$435,000 was acceptable and that a draft purchase agreement would be forthcoming.

16 32. On or about February 8, 2005, the City forwarded a draft form of purchase
17 agreement to Plaintiff containing a \$435,000 purchase price.
18

19 33. On or about May 26, 2005, the City forwarded to Plaintiff two originals of an
20 "Agreement for Rescission of Mutual Parking Agreement."

21 34. On June 4, 2005, Plaintiff returned to the City via certified mail the two
22 executed originals of the Agreement for Rescission of Mutual Parking Agreement. A copy of
23 a signed original of the Agreement for Rescission of Mutual Parking Agreement is annexed
24 hereto as Exhibit "2".
25

26 35. Thereafter the City refused to submit the executed originals to the City Council
27 and the members of the City of Las Vegas Redevelopment Agency and the City failed and
28 refused to consider or execute the Agreement for Rescission of Mutual Parking Agreement.

1 36. The City's stated reason for refusing to submit the Agreement for Rescission of
2 Mutual Parking Agreement to the City Counsel or members of the Redevelopment Agency was
3 that the City was not proceeding with execution of this agreement "until we complete our
4 negotiations for the development of the 1501 Decatur site."

5
6 37. Two and one-half years earlier, on January 29, 2003, the City had informed
7 Plaintiff that it could not "commence with marketing the property (the City Property, 1501
8 Decatur), or even talk with anyone about its development" until the terms of settlement of the
9 Parking Easement dissolution were resolved.

10 38. On information and belief the City was not negotiating with any third parties in
11 June 2005.

12 39. Plaintiff invested over two years worth of time negotiating with the City
13 regarding the Agreement for Rescission of Mutual Parking Agreement.

14 40. Plaintiff retained and paid for an appraiser and an attorney to assist with its
15 negotiations with the City regarding the Agreement for Rescission of Mutual Parking
16 Agreement.
17

18 41. From the first time that Councilman McDonald informed Plaintiff that it would
19 not own the Shopping Center much longer through the present, Plaintiff has unable to, and/or
20 impaired in its efforts to, sell, market, improve, develop, redevelop, or make any plans related
21 to the Shopping Center.
22

23 42. On September 8, 2005, Plaintiff specifically requested that the City confirm that
24 it no longer had any intention of acquiring the Parking Easement. Plaintiff explained to the
25 City that the two-plus years of negotiations and significant expenditures had crippled Plaintiff's
26 ability to effectively own and operate the Shopping Center.
27

1 43. Despite Plaintiff's written request of the City, the City refused to confirm or
2 deny its intentions with respect to the Parking Easement.

3 44. Plaintiff has not heard from the City in any manner whatsoever regarding the
4 Parking Easement since October 2005.

5 45. At all times relevant herein, up to and until the recent events described below
6 which have led to filing of this law suit, there was never a fence or barrier between the
7 Shopping Center and the City Property, and the City Property was always accessible to the
8 owners, tenants, and customers of the Shopping Center.

9 46. The City and A&O's predecessor, Alpha Omega Strategies, Inc., entered into a
10 Disposition and Development Agreement in June 2007, pursuant to which they agreed that the
11 City and A&O would work jointly to resolve and/or remove the Parking Easement.
12

13 47. The above-referenced Disposition and Development Agreement was amended on
14 October 17, 2007 and July 16, 2008.
15

16 48. The above referenced Disposition and Development Agreement was assigned by
17 Alpha Omega Strategies, Inc. to A&O, on January 21, 2009.
18

19 49. The above-referenced Disposition and Development Agreement was then
20 amended again by the City and A&O on January 21, 2009 and July 1, 2009.

21 50. The latest amended version of the Disposition and Development Agreement
22 provides that A&O has the sole obligation or burden to resolve and/or remove the Parking
23 Easement to satisfaction of the City.

24 51. Neither the City, A&O, or Alpha Omega Strategies, Inc. ever contacted
25 Plaintiff after June 2007 regarding the Parking Easement.
26

27 52. On or about April 1, 2009, the Agency executed and thereafter recorded a Grant
28 Bargain and Sale Deed in favor of A&O, thereby conveying to A&O approximately 3.915

1 acres of land within the City Property, which 3.915 acres was encumbered by the Plaintiff's
2 Parking Easement. The subject 3.915 acre parcel conveyed to A&O by the Agency is
3 hereinafter referred to as the "3.915 Acres".

4 53. According to documents recorded with the Clark County Recorder's office, the
5 consideration paid by A&O to the Agency for the 3.915 Acres was \$1,304,611.11.

6 54. On or about March 30, 2009, prior to receiving the Agency's Deed for the
7 3.915 Acres, A&O executed a Grant Bargain and Sale Deed in favor of HJEE for the 3.915
8 Acres. Said deed was recorded moments after the Agency's deed to A&O was recorded on
9 April 6, 2009.

10 55. According to documents recorded with the Clark County Recorder's office, the
11 consideration paid by HJEE to A&O for the 3.915 Acres was \$3,100,000.

12 56. In or about May/June 2009, after having no communication with Plaintiff for
13 almost 4 years, and without the approval of Plaintiff, the City, A&O, and HJEE constructed a
14 fence between the City Property, which includes for purposes herein the 3.915 Acres, and the
15 Shopping Center.

16 57. The fence constructed by the City, A&O, and HJEE is in violation of the
17 specific terms of the Parking Easement; it prevents Plaintiff, its tenants, and their customers
18 from in any way utilizing their rights under the Parking Easement to park or have access
19 through and across the City Property.

20 58. The fence constructed by the City, A&O, and HJEE is a willful trespass and
21 continuing trespass.

22 59. The fence constructed by the City, A&O, and HJEE is a taking and conversion
23 of Plaintiff's real property interests set forth in the Parking Easement.

1 **THIRD CAUSE OF ACTION**

2 **(Exemplary Damages)**

3 69. Plaintiff repeats and realleges all of the allegations set forth above.

4 70. Pursuant to NRS 40.170 Plaintiff is entitled to an award for treble damages
5 against the City, A&O, and HJEE.

6 **FOURTH CAUSE OF ACTION**

7 **(Inverse Condemnation, Parking Easement)**

8 71. Plaintiff repeats and realleges all of the allegations set forth above.

9 72. The City has taken Plaintiff's real property interests in the Parking Easement
10 without offering or paying any consideration and without initiating condemnation or eminent
11 domain proceedings.

12 73. The City has taken Plaintiff's rights and interests in the City Property via the
13 Parking Easement in contravention of the 5th and 14th Amendments to U.S Constitution.

14 74. Plaintiff as been damaged and has been forced to retain counsel to prosecute this
15 action.
16

17 **FIFTH CAUSE OF ACTION**

18 **(Inverse Condemnation, Shopping Center)**

19 75. Plaintiff repeats and realleges all of the allegations set forth above.

20 76. The City has taken Plaintiff's real property interests in the Shopping Center
21 without offering or paying any consideration and without initiating condemnation or eminent
22 domain proceedings.

23 77. The City has taken Plaintiff's rights and interests in the Shopping Center in
24 contravention of the 5th and 14th Amendments to U.S Constitution.

25 78. Plaintiff has been damaged and has been forced to retain counsel to prosecute
26 this action.
27

1 SIXTH CAUSE OF ACTION

2 (Precondemnation damages)

3 79. Plaintiff repeats and realleges all of the allegations set forth above.

4 80. The City's conduct in the form of threatening to take the Shopping Center,
5 making public announcements of its intent to acquire an abatement of the Parking Easement,
6 making public announcements that it was in litigation with Plaintiff, making public
7 announcements that it had the option of condemning the Shopping Center, and the City's
8 conduct in carrying on specious negotiations and ultimately trespassing and taking the Parking
9 Easement, were unreasonable, illegal, and unconstitutional and entitle Plaintiff to
10 precondemnation damages.
11

12 SEVENTH CAUSE OF ACTION

13 (Deliberate and purposeful violation of eminent domain laws)

14 81. Plaintiff repeats and realleges all of the allegations set forth above.

15 82. The City, A&O, and HJEE acted with full knowledge of Plaintiff's rights the
16 Parking Easement and acted in concert with each other as the agent of each other.

17 83. The City's, A&O's, and HJEE's misconduct set forth above constitutes a
18 deliberate, purposeful and intentional violation of the laws of eminent domain.
19

20 EIGHTH CAUSE OF ACTION

21 (Conspiracy to violate eminent domain laws)

22 84. Plaintiff repeats and realleges all of the allegations set forth above.

23 85. The City, A&O, and HJEE conspired with each other to violate Plaintiff's
24 constitutional rights and the laws of eminent domain.

25 NINTH CAUSE OF ACTION

26 (Prejudgment interest)

27 86. Plaintiff repeats and realleges all of the allegations set forth above.
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- d. Such other and further relief as this court deems proper.
- 3. With respect to its Third Cause of Action:
 - a. For treble damages against the City, A&O, and HJEE as provided by statute;
 - b. Pre-Judgment interest;
 - c. Attorneys' fees and costs;
 - d. Such other and further relief as this court deems proper.
- 4. With respect to its Fourth Cause of Action:
 - a. For damages against the City in an amount in excess of \$10,000 plus interest at the statutory rate;
 - b. Attorneys' fees and costs;
 - c. Such other and further relief as this court deems proper.
- 5. With respect to its Fifth Cause of Action:
 - a. For damages against the City in an amount to be determined by the trier of fact;
 - b. Pre-Judgment interest;
 - c. Attorneys' fees and costs;
 - d. Such other and further relief as this court deems proper.
- 6. With respect to its Sixth Cause of Action:
 - a. For damages against the City in an amount to be determined by the trier of fact;
 - b. Pre-Judgment interest;
 - c. Attorneys' fees and costs;
 - d. Such other and further relief as this court deems proper.

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- 7. With respect to its Seventh Cause of Action:
 - a. For damages against the City, A&O, and HJEE in an amount to be determined by the trier of fact;
 - b. Pre-Judgment interest;
 - c. Attorneys' fees and costs;
 - d. Such other and further relief as this court deems proper.

- 8. With respect to its Eighth Cause of Action:
 - a. For all Pre-Judgment interest dating back to the earliest date of the City's misconduct;
 - b. Such other and further relief as this court deems proper.

- 9. With respect to its Ninth Cause of Action:
 - a. For all Attorneys' fees and costs incurred by Plaintiff dating back to its first interaction with the City regarding the Shopping Center;
 - b. Such other and further relief as this court deems proper.

- 10. With respect to its Tenth Cause of Action:
 - a. For damages against the City, A&O, and HJEE in an amount to be determined by the trier of fact;
 - b. Pre-Judgment interest;
 - c. Attorneys' fees and costs;
 - d. Such other and further relief as this court deems proper.

- 11. With respect to its Eleventh Cause of Action:
 - a. For damages against the City, A&O, and HJEE in an amount to be determined by the trier of fact;
 - b. Pre-Judgment interest;

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- c. Attorneys' fees and costs;
- d. Such other and further relief as this court deems proper.

DATED this 21st day of January 2010.

FOLEY & OAKES, PC



Daniel T. Foley, Esq.
Nevada Bar No. 1078
850 E. Bonneville Avenue
Las Vegas, Nevada 89101

1 CERTIFICATE OF MAILING

2 Pursuant to NRCP 5(b), I certify that on this day, I deposited a copy of the foregoing
3 AMENDED COMPLAINT for mailing, first-class postage fully prepaid, at Las Vegas, NV
4 addressed to the following:

5
6 Bradford R. Jerbic, Esq.
7 Philip R. Byrnes, Esq.
8 400 Stewart Ave., Ninth Floor
9 Las Vegas, NV 89101
10 *Attorneys for City of Las Vegas and*
11 *City of Las Vegas Redevelopment Agency*

12 DATED this 7th day of January 2010.

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An Employee of Foley & Oakes, PC

EXHIBIT 1

EXX487

MUTUAL PARKING AGREEMENT

392752
8-1

THIS AGREEMENT made and entered into this 17 day of October, 1963, by and between CHRIS-JO, INC., a Nevada corporation, hereinafter sometimes referred to as "First party" and MARKET WHOLESALE GROCERY CO., a California corporation, hereinafter sometimes referred to as "Second party".

WHEREAS, First party is the owner of record of that certain parcel of land sometimes hereinafter referred to as "Parcel one" situate in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows:

BEING that portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 25, Township 20 South, Range 60 East M D B & M, described as follows:

COMMENCING at the Northeast corner of said Section 25; thence South 0° 41' 40" East along the East line thereof a distance of 781.00 feet; thence North 89° 59' 01" West a distance of 70.00 feet to the true point of beginning; thence continuing North 89° 59' 01" West a distance of 735.96 feet; thence South 0° 41' 40" East 349.17 feet; thence South 89° 59' 01" East a distance of 735.96 feet; thence North 0° 41' 40" West 348.86 feet to the true point of beginning.

WHEREAS, Second party is the owner of record of that certain parcel of land sometimes hereinafter referred to as "Parcel 2", situate in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows:

BEING that portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 25, Township 20 South, Range 60 East M D B & M, described as follows:

COMMENCING at the Northeast corner of said Section 25; thence South 0° 41' 40" East along the East line of the Northeast Quarter (NE $\frac{1}{4}$) thereof, a distance of 190.00 feet; thence North 89° 57' 34" West a distance of 70.00 feet to the true Point of Beginning; thence continuing North 89° 57' 34" West a distance of 735.96 feet; thence South 0° 41' 40" East a distance of 591.00 feet; thence South 89° 57' 34" East a distance of 735.96 feet; thence North 0° 41' 40" West a distance of 591.00 feet to the True Point of Beginning.

WHEREAS, said above described Parcel 1 and Parcel 2 be adjacent and contiguous to each other and are the sites of shopping centers either operating or under construction.

WHEREAS, Second party has leased Parcel 2 to WONDER WORLD, INC., a Nevada corporation, said Corporation is presently operating WONDER WORLD DISCOUNT STORE on said site.

WHEREAS, Second party has entered into a sales contract

MAIL TO:
CHRIS-JO INC
C/O JOE McDONALD
1429 Commerce St
LOS VEGAS, NV

with Herbert E. Hartfelder relative to the sale of Parcel 2, said contract having been recorded August 1, 1963, as Document No. 374822, Clark County, Nevada Records.

WHEREAS, CHRIS-JO, INC. is constructing a building approximately 100,000 square feet in area on Parcel 1, wherein space will be leased to a large number of retail establishments.

WHEREAS, it is to the mutual best interests of the owners and/or operators of the shopping facilities located on parcels 1 and 2 to enter into a mutual parking agreement so as to provide the patrons and customers of the retail establishments on parcels 1 and 2 adequate and convenient parking with a free flow and pattern of traffic between parcels one and two as if the two parcels were the site of a single, undivided shopping center.

NOW THEREFORE, in consideration of the mutual covenants and promises, it is agreed between the parties as follows:

1. First party and lessees of Second party or their successors in interest agree to devise and put in operation a master parking plan for parcels one and two. Said plan will be devised by a committee of two (2) to be made up of a representative from First party and a representative of lessees of Second party, said committee shall control the parking for the entire area so as to work to the mutual advantage of all parties hereto and their respective tenants, lessees or sub-lessees. Said parking plan shall provide for approximately 1,500 car spaces with adequate and safe roadways, entrance and exit ways, and driveways.

First party agrees, and by this instrument grants to Second party, its lessees or successors a non-exclusive easement for the use of the parking area located on Parcel one. Second party agrees, and by this instrument grants to First party, a non-exclusive easement for the use of First party, its tenants or lessees and their successors in interest, to the parking area located on Parcel two.

Said easements shall be for the non-exclusive use of the tenants, lessees, sub-lessees, customers and patrons of the various retail establishments located on Parcels one and two.

It is agreed by the parties hereto that an insurance policy or policies shall be maintained insuring the lessors, lessees, their tenants, lessees or sub-lessees against liability for injuries to persons occurring in or about said joint parking area. The liability under such insurance to be not less than \$500,000.00 for any one person injured or \$1,000,000.00 for any one accident or ~~\$50,000.00~~ for property damage. Cost of said policy or policies shall be divided equally by the First party and lessees of Second party. *11/16/72*

2. First party for itself, its successors and assigns, does covenant and agree to and with Second party, its successors and assigns, and to and with all persons now or hereafter deriving an interest in this covenant, to provide parking spaces with suitable roadways, exits, entrances, and driveways for the use of the owners and/or operators, their tenants, lessees or sub-lessees of the various retail establishments as shown on Exhibit "A" attached hereto. It is the intention of First party that it impose a burden on Parcel one for the benefit of Parcel two for a period of fifty (50) years from the date hereof.

3. Second party for itself, its successors or assigns does covenant and agree to and with First party, its successors and assigns, and to and with all persons now or hereafter deriving an interest in this covenant to provide parking spaces with suitable roadways, exits, entrances and driveways for the use of the owners and/or operators, their tenants, lessees or sub-lessees and patrons of the various retail establishments located on Parcels one and two as shown on Exhibit "A" attached hereto. It is the intention of Second party to impose a burden on Parcel two for the benefit of Parcel one, for a period of fifty (50) years from the date hereof.

4. It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the land above described as Parcels one and two, and all subsequent owners and occupants thereof.

5. First party hereby agrees to indemnify Wonder World, Inc. against any suit or claim or termination of lease brought and instituted against Wonder World, Inc. by Lee Bros., Inc., their successors or assigns, arising out of a possible breach of the Agreement relative to parking spaces contained in the lease between Wonder World, Inc. and Lee Bros., Inc., whether such suit or claim be rightfully or wrongfully brought or instituted, and in case suit shall be brought, First party shall be at liberty to employ an attorney of its own selection to appear and defend the suit in its behalf at the expense of First party.

That particular portion of said lease dated October 17, 1963, is attached hereto and marked Exhibit "B".

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date first above mentioned.



MARKET WHOLESALE GROCERY CO., INC.

MARKET WHOLESALE GROCERY CO.

By John H. ...
Title

By H. Edward ...
Title

By ...
Title

By ...
Title

In consideration of the benefits to be derived from this mutual parking agreement and other consideration, receipt of which is hereby acknowledged, the undersigned, as lessee of MARKET WHOLESALE GROCERY CO., does hereby consent to the terms of this Agreement and joins as a party to the Agreement for that purpose.

In Witness Whereof, the parties have signed and sealed this Agreement on the date first above mentioned.

WONDER WORLD, INC.

By ...
Title

By ...
Title

In consideration of the benefits to be derived from this Mutual Parking Agreement and other consideration, receipt of which is hereby acknowledged, the undersigned as contract purchaser of Parcel two, described above, does hereby consent to the terms of this Agreement and joins as a party to the agreement for that purpose.

In Witness Whereof, the parties have signed and sealed this Agreement on the date first above mentioned.

Herbert E. Hartfelder
 Herbert E. Hartfelder

STATE OF NEVADA

County of CLARK

On this 17th day of October 1963

personally appeared before me, Julia M. Kerr

Notary Public

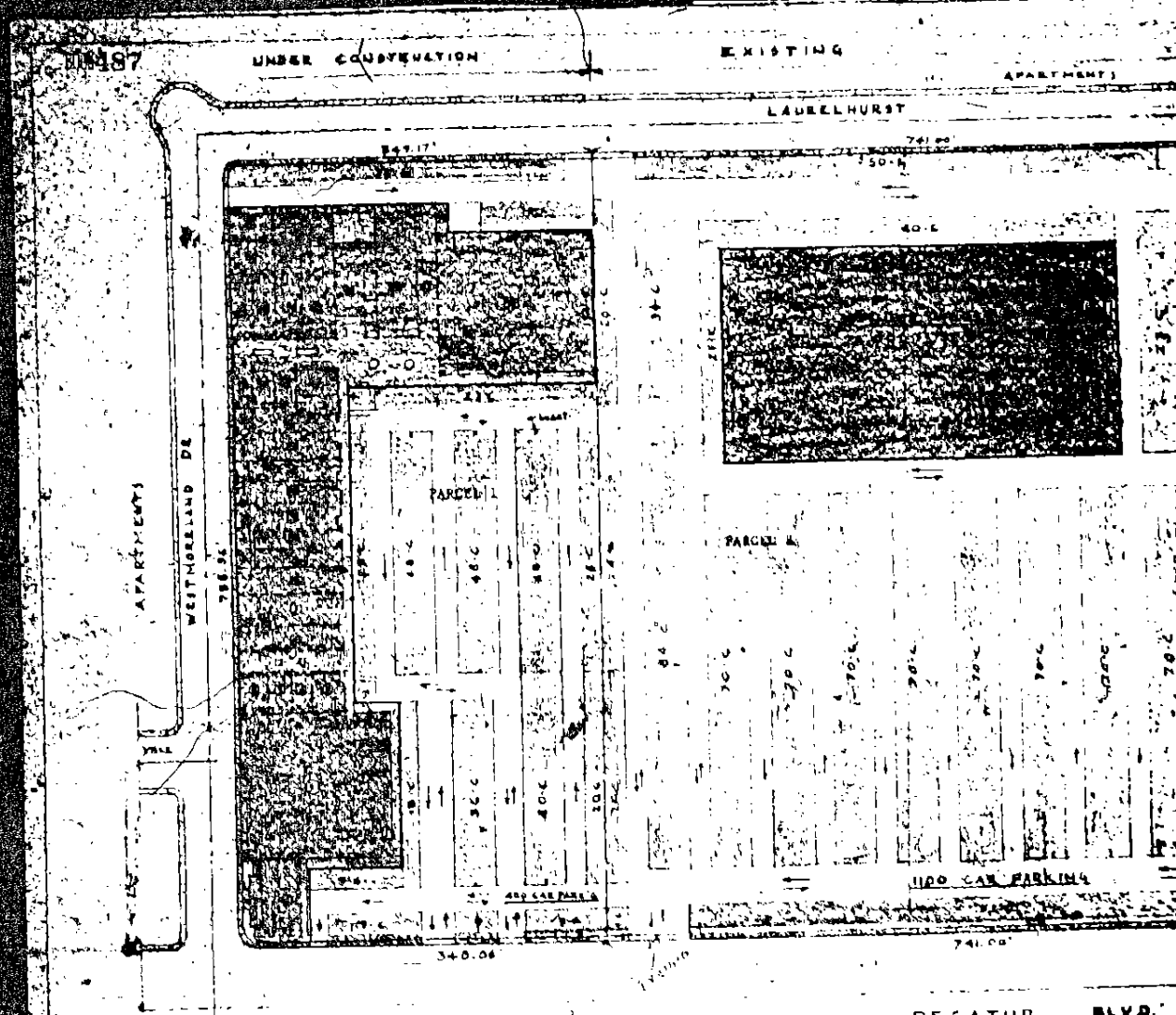
in and for said County and State, Harry Gleeman and Dave Silverman

known to me to be the Vice President and Secretary of the Corporation that executed the foregoing instrument, and upon oath, did each depose that he is the officer of said Corporation as above stated, that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.



(Notarial Seal)

Julia M. Kerr
 Notary Public in and for said County and State
 My Comm. Expires



DECATUR SHOPPING CENTER

100,000 S.F. - 400 CAR PARKING

- | | | |
|--------------------|----------------------|------------------|
| 0 - RESTAURANT | 14 - CLEANERS | 33 - APPL. AS. |
| 1 - PAUB. STAL. | 15 - OFFICE BLDG. | 34 - BAKERY |
| 2 - DRY CLEAN'G | 16 - OFFICE BLDG. | 35 - COMP. BLDG. |
| 3 - BARBER SHOP | 17 - STORE | 36 - MARKET |
| 4 - BEAUTY SHOP | 18 - JESS. REPAIR | |
| 5 - HOOD BLDG. | 19 - OIL CH. | |
| 6 - MEN'S SHOP | 20 - T.B. & P. BLDG. | |
| 7 - SHOE STORE | 21 - STORE | |
| 8 - PHOTO BLDG. | 22 - STORE | |
| 9 - GEM. BLDG. | 23 - STORE | |
| 10 - NEWS TBLT. | 24 - STORE | |
| 11 - TRAIN AREA | 25 - STORE | |
| 12 - PHONE | 26 - WASH. TUBS | |
| 13 - KITCHEN BLDG. | 27 - MEN'S ROOM | |
| 14 - STORE | 28 - BAR LOUNGE | |
| 15 - STORE | 29 - MURDER | |

LEGAL DESCRIPTION

BEING THAT SOUTHERN 34.17' PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 TOWNSHIP 20 SOUTH RANGE 60 EAST, N.D.B.L.M., AND SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK AND STATE OF NEVADA.

6-11-71

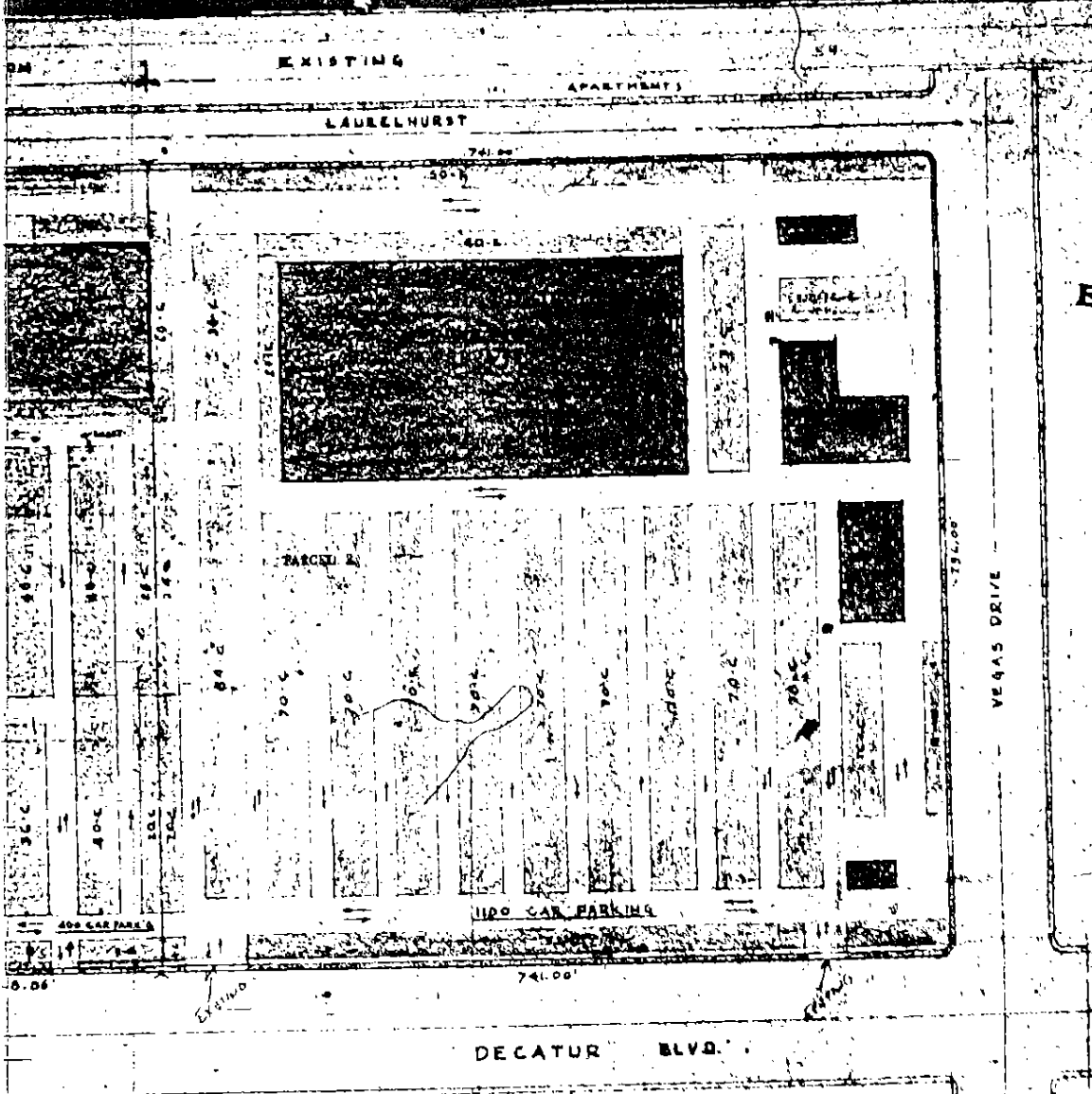


Exhibit A

CENTER PARKING
 32 AUTO AL.
 33 BALLERY
 34 COMPARING
 35 MAGNET

LEGAL DESCRIPTION
 BEING THAT SOUTHERN 349.17' PORTION
 OF THE NORTHEAST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 25
 TOWNSHIP 20 SOUTH, RANGE 40 EAST,
 M.D.S.M., AND SITUATE IN THE CITY
 OF LAS VEGAS, COUNTY OF CLARK AND
 STATE OF NEVADA.

SITE PLAN
 SCALE 1/8" = 1'-0"

0 20 40 60 80 100
 FEET

Exhibit A

EXHIBIT "B"

1 Excerpts from Sub-Lease Agreement between WONDERWORLD, INC.,
2 a Nevada corporation, hereinafter called "Sub-Lessor", and
3 LEE BROS. MARKETS OF NEVADA, INC., a Nevada corporation,
4 hereinafter called "Sub-Lessee", and dated September 17, 1962.
5 Excerpt (1) taken from page 2, lines 6 through 25 of aforementioned:

(1)

7 "Sub-Lessor agrees to provide, at no cost to Sub-Lessee,
8 and maintain during the term of this Sub-Lease and any renewal
9 thereof, a parking area over the major portion of said real
10 property described in Exhibit "A" other than that occupied by
11 said building and immediately adjacent leased loading and delivery
12 areas, which parking area shall be paved, marked, properly
13 drained, and adequately lighted, with necessary access roads,
14 and ready for use at the commencement of the term hereof. Said
15 parking area will at all times be maintained by Sub-Lessor so
16 as to provide available parking area at least three (3) times as
17 great as the area occupied by said building and by any other
18 building or structure which may be constructed upon said real
19 property described in Exhibit "A". Sub-Lessor agrees that
20 during the term of this Sub-Lease, Sub-Lessee and its customers
21 will have non-exclusive easement over all of said parking area
22 for the purpose of parking, and for ingress to and egress from
23 the demised premises, and Sub-Lessee and its customers will like-
24 wise have a non-exclusive easement over all of the lobby area
25 and main entrance of said building for the purpose of ingress to
26 and egress from the demised premises. Sub-Lessor agrees that it
27 shall not maintain more than twelve (12) slot machines in such
28 lobby area, nor a snack bar larger than 8' x 33'."

29
30

1 Excerpt (2) From page 15, paragraph 15 of the aforementioned
2 Sub-Lease Agreement:

3 (2)

4 "15. Sub-Lessor shall, at its expense, provide and
5 maintain the following services, and Sub-Lessee shall pay there-
6 for as follows:

7 (a) Parking Area Maintenance. Sub-Lessor, at its
8 own expense, shall keep clean and maintain in good order, condi-
9 tion and repair during the term of this Sub-Lease and any
10 renewal thereof and manage and provide reasonable security
11 measures for the parking area hereinbefore referred to over all
12 of said real property described in Exhibit "A" other than that
13 occupied by buildings and Sub-Lessee's loading and delivery
14 areas, and shall keep said parking area adequately lighted at all
15 times when lighting is necessary and Sub-Lessee's store is open
16 for business. "

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EMERLE McDONALD
& JENNIFER
ATTORNEYS AT LAW
200 S. VIRGINIA ST.
RENO, NEVADA

NO 392752

RECORDED AT THE REQUEST OF

Joseph J. McDowell

OCT 24 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 487

CLARK COUNTY, NEVADA

PAUL H. HARRIS, RECORDER

Paul H. Harris

6

EXHIBIT 2

AGREEMENT FOR RESCISSION OF MUTUAL PARKING AGREEMENT

The parties to this Agreement, entered into this ____ / ____ day of June, 2005, by and among the **City of Las Vegas**, a municipal corporation of the State of Nevada (hereinafter the "City"), the **City of Las Vegas Redevelopment Agency**, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (hereinafter the "Agency") and **Decatur Shopping Center Associates**, a Nevada Limited Partnership (hereinafter the "Center"), in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. **Agreement Approval Process.** Center shall execute four duplicate originals of this Agreement, each of which shall be deemed an original, and shall deliver such four originals to the Agency for presentation to the members of the Agency and the members of the City Council, for consideration. Each original, following execution by Center, shall be deemed to be an offer of Center to the City and Agency to enter into this Agreement on the terms and conditions set forth herein. Such offer shall only be deemed accepted by the City and Agency, and result in a binding Agreement among the parties, when the members of the City Council and Agency approve, and the Mayor of the City of Las Vegas, acting in his capacity as both the Mayor and as the Chairman of the Agency, executes the originals. Upon execution of the originals by the City and Agency, one duplicate original shall be delivered to Center, two duplicate originals shall be deposited with the City Clerk / Secretary of the Agency, and the final duplicate original shall be delivered to the Escrow Agent referred to below.

2. **Closing Agreement Through Escrow.** Upon approval and execution of this Agreement by the City and Agency, the Agency shall deliver one duplicate original hereof, to Chicago Title of Nevada, 2300 West Sahara, Las Vegas, Nevada 89102 (the "Escrow Agent"), which shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City Manager/Executive Director of Agency, Douglas A. Selby, or his written designee, shall have the authority to execute all documents necessary to close escrow, extend escrow, or amend or terminate this Agreement on behalf of the City and Agency. The document entitled Rescission of Mutual Parking Agreement shall be in a form attached hereto as Exhibit A, or as corrected by Escrow Agent to conform to the requirements of this Agreement, and shall be executed by Agency and Center and delivered to Escrow Agent. The document entitled Easement, in the form attached hereto as Exhibit B shall be executed by the Agency and delivered to Escrow Agent. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide to the Agency a policy of Title Insurance requested by Agency at Close of Escrow. Escrow Agent shall

record the Rescission of Mutual Parking Agreement and Easement and shall deliver any funds due Center under the terms of this Agreement at Closing. Agency shall pay all title insurance and closing costs.

3. **Condition Of Closing.** As a condition of closing, Escrow Agent shall provide a commitment to issue to Agency a policy of title insurance with respect to the Agency's property which is subject to the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada, or at Agency's request, shall provide such policy of title insurance to Agency, insuring that following the recordation of the Rescission of Mutual Parking Agreement as set forth herein, the Mutual Parking Agreement shall be rescinded and shall have no further force or effect whatsoever, and that no persons or entities shall have any rights thereunder. Center shall execute any documents and shall secure any signatures required by Escrow Agent necessary to guarantee that the Rescission of Mutual Parking Agreement shall have such effect.

4. **Payment To Center upon Closing Escrow.** When Escrow Agent is ready to close escrow herein, Agency shall electronically transfer to Escrow Agent the sum of Four Hundred Thirty Five Thousand Dollars (\$435,000.00), to be delivered or, at Center's direction, electronically transferred to Center upon close of escrow, after all conditions of closing have been met.

5. **Center's Right of Ingress And Egress.** The City shall not vacate Laurelhurst Drive or Westmoreland Drive adjacent to the Center's property, APN 138-25-503-007, without assuring that half of such streets adjacent to the Center's property, together with the half of Laurelhurst Drive adjacent to the easement area described in Exhibit B hereto, shall revert to the Center so that Center shall receive title to such half of the streets pursuant to NRS 278.480(7) and have ingress and egress through and over such half of the streets adjacent to the Center's property and easement area in perpetuity, unless otherwise agreed by Center in writing. Additionally, prior to any such vacation of such streets, the City shall allow at least 2 hour parking on such streets, by meter or otherwise. This paragraph 5 shall survive the closing of escrow and shall be a covenant running with and benefiting the Center's property referred to herein.

6. **Right Of First Refusal.** In the event the City elects to sell any parcels of currently zoned residential property it currently owns or may acquire in the future on Laurelhurst or Westmoreland Drives separately from the Agency's 10-acre parcel (APN 138-25-503-006) directly north of the Center's property, the Center shall have the right of first refusal to purchase all of such parcels, but not any parcels separately, from City on the same terms and conditions as the City proposal. This paragraph 6 shall survive the closing of escrow, but shall only be a covenant benefiting Center, under its current ownership and

management, and its successors or assigns so long as any current partner of Center remains a partner thereof. This provision is not a covenant running with the land.

7. **Parking Variance.** As part of the consideration for entering into this agreement, Center requested and City granted, a parking variance for the Center allowing 237 spaces where 635 are required. The variance was granted by the City Council on December 15, 2004 as agenda item 94, VAR-4340. The parties agree that as a result of such variance, the Center is now considered a "Parking-Impaired Development" pursuant to Las Vegas Municipal Code (LVMC) Section 19.10.010 (C), and that pursuant to said Section: (1) building permits and certificates of occupancy shall be issued for remodeling or structural alterations of the Center without compliance with LVMC 19.10.010, so long as all other requirements are met and provided that such redevelopment does not increase the overall building area of the Center or result in a change of use which requires an increased number of regular parking spaces greater than 635 regular spaces for the entire Center, and (2) if any such redevelopment of the Center requires more than 635 spaces for the Center, then only the increased number of parking spaces exceeding 635 spaces shall be required.
8. **Notice.** Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO CITY OR AGENCY:

City of Las Vegas
C/o City Manager
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

With copies to:

City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101-2986

IF TO CENTER:

Decatur Shopping Center Associates
PO Box 260486

9. **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by any party relative to the subject matter hereof which are not expressly set forth herein.
10. **Amendment.** Only a written instrument executed by the parties hereto may amend this Agreement.
11. **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.
12. **Governing Law.** The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement. Venue for any action with respect to this matter shall be only in the State of Nevada.
13. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of Center, City and Agency and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns, except as otherwise specified.
14. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
15. **Attorneys' Fees.** In the event of any litigation with respect to this Agreement, the parties shall bear their own attorneys fees and costs.
16. **Date of This Agreement.** As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement, following the execution by the Center, is executed by the City and Agency.
17. **Disclosure Of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, the Center warrants that it has disclosed, on the form attached as

Exhibit C hereto, all principals, including partners, of the Center, as well as all persons and entities holding more than a 1% interest in the Center, or any principal or controlling entity of the Center. If the Center, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, the Center, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

ATTEST:

Barbara Jo Ronemus, Clerk

Approved as to form

Deputy City Attorney Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, Secretary

Approved as to form

Deputy Agency Attorney Date

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
Oscar B. Goodman, Chairperson

DECATUR SHOPPING CENTER ASSOCIATES

By: *Burt J. Blum*
Burt J. Blum, General Partner

EXHIBIT A

APN: 138-25-503-006
138-25-503-007

Upon Recordation, Return to:
City of Las Vegas
400 Stewart Ave.,
Las Vegas, NV 89101
Attn: David Roark

RESCISSION OF MUTUAL PARKING AGREEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DECATUR SHOPPING CENTER ASSOCIATES, a Nevada Limited Partnership, and

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of Nevada,

Do hereby rescind, cancel, terminate and end the Mutual Parking Agreement and the covenant running with the land declared therein, dated October 17, 1963 and recorded as instrument 392752 in book 487 of the official records, Clark County Recorder's Office, Clark County Nevada, so that said Mutual Parking Agreement shall have no further force or effect whatsoever as though it had never existed or been recorded.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

ATTEST:

Barbara Jo Ronemus, Secretary

By: _____
Oscar B. Goodman, Chairperson

Approved as to form

Deputy Agency Attorney Date

DECATUR SHOPPING CENTER ASSOCIATES

By: Burt J. Blum
Burt J. Blum, General Partner

(Acknowledgements to be inserted upon execution)

EXHIBIT B

APN: 138-25-503-006
138-25-503-007

Upon Recordation, Return to:

City of Las Vegas
400 Stewart Ave.,
Las Vegas, NV 89101
Attn: David Roark

20' WIDE PUBLIC INGRESS AND EGRESS EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of Nevada ("Grantor") does hereby grant and convey to

DECATUR SHOPPING CENTER ASSOCIATES, a Nevada Limited Partnership, ("Grantee"), and its successors in interest

20' wide public ingress and egress easement over and through that certain portion of property described in the Legal Description attached hereto, to Grantee's property located directly south thereof. Grantor shall not allow any buildings or other structures to be built on said easement such that ingress or egress to or from Grantee's property would be impeded or prevented, but may allow any type of pavement that would not impede such ingress or egress provided the same be maintained by the Grantor and its assigns in perpetuity. This easement shall run with and bind the Grantor's property described in the attached Legal Description for the benefit of Grantee's property immediately to the south thereof in perpetuity.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

ATTEST:

Barbara Jo Ronemus, Secretary

Approved as to form

Deputy Agency Attorney Date

By: _____
Oscar B. Goodman, Chairperson
Date: _____

(Acknowledgement to be inserted upon execution)

EXHIBIT C--CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 <u>Contracting Entity</u>
DECATON SHOPPING CENTER ASSOC.
Name P.O. BOX 260486
Address ENCINO, CALIF 91426
Telephone 818. 788.1946

Block 2 <u>Description</u>
Subject Matter of Contract/Agreement
RECISSION OF MUTUAL PARKING AGREEMENT

Block 3	Type of Business
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	BURT J. BLUM	12997 BLAIRWOOD DR.	818-758-1946
2.		STUDIO CITY, CA. 91604	
3.	JOHN L. BLUM	4305 CLEAR VALLEY DR.	818-986-6976
4.		ENCINO, CAL. 91436	
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

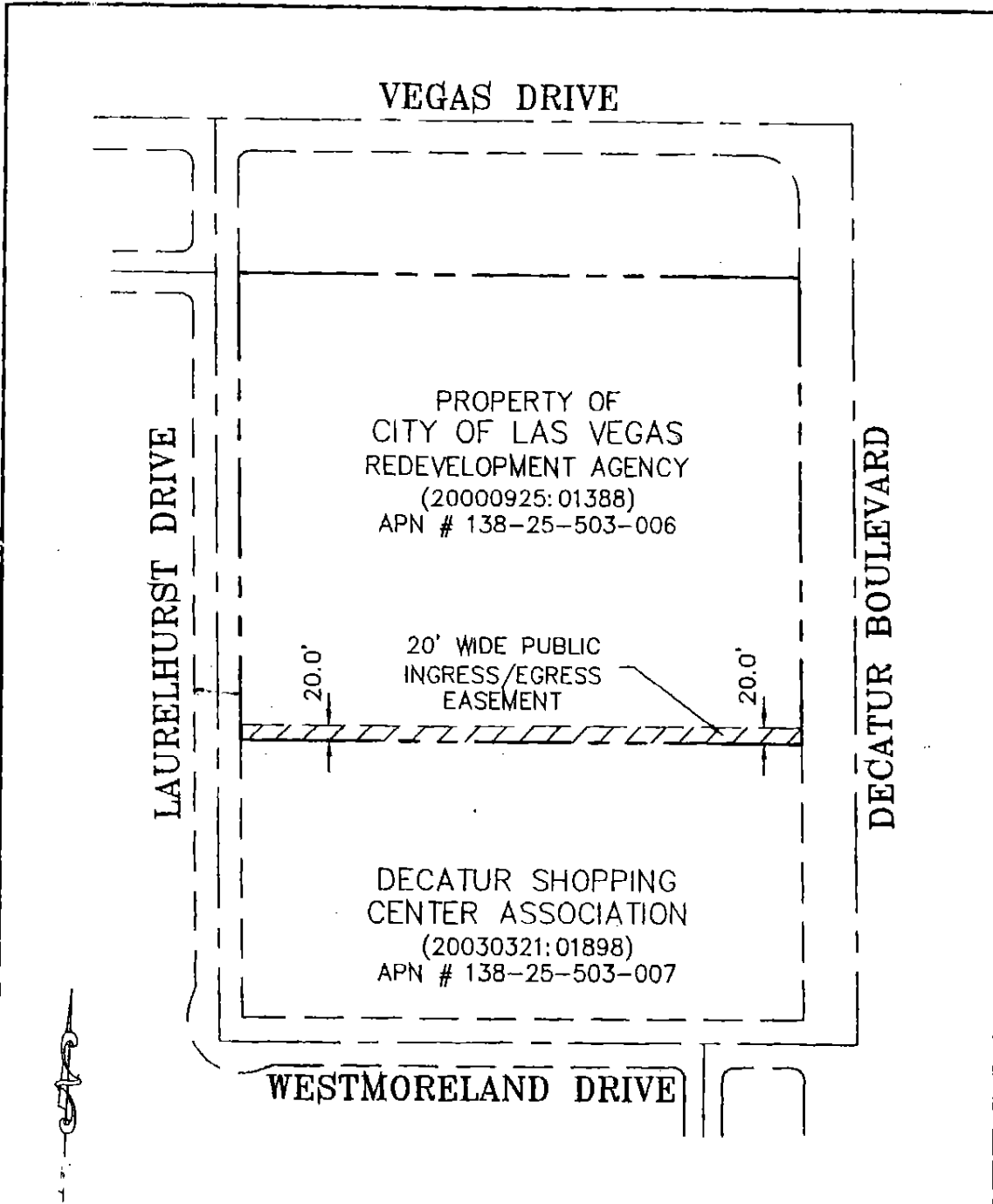
DECATUR SHOPPING CENTER ASSOCIATES

By: Burt J. Blum
Burt J. Blum, General Partner

Subscribed and sworn to before me
this 31 day of MAY 2005.

[Signature]
Notary Public Seal





SCALE: 1" = 200'

SHEET 1 OF 1



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF NE 1/4 OF S. 25, T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: DECATUR VEGAS EASEMENT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 09-21-2004