LETTER OF INTENT

To: Planning and Zoning City of North Las Vegas

From: Ashok Mirchandani

Re: Requesting Special Use Permit / Amendment SUP

Date: January 15, 2021

Please accept this letter as an intent to request for Special Use Permit for the site located at 2048 Las Vegas, North Las Vegas, NV, 89030 to operate as Adult Day Care facility. I request for zoning approval for adult day care. The facility will operate from Monday to Saturday, 8am to 6pm, and with capacity limited to 40 patients. The patient's age will be 21 years and over. This project will benefit City of North Las Vegas by providing necessary day care to required people. Facility will provide much required day care service, daily activity of patients, meal service with proper nutrition. List of daily activities includes and not limited to:

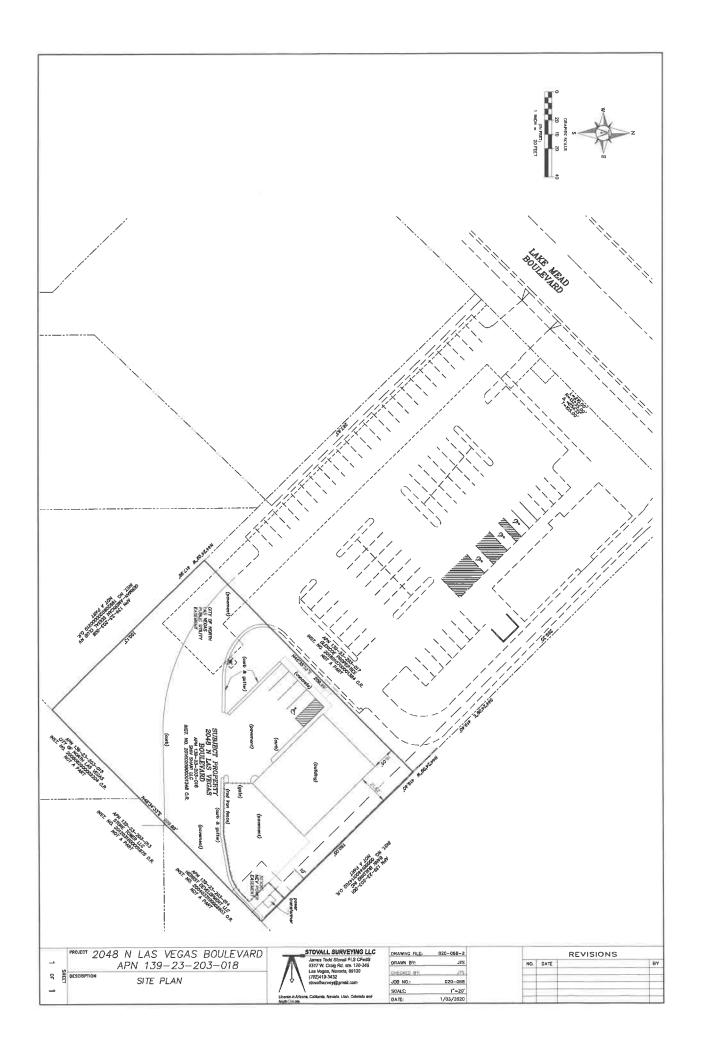
- Daily meals
- Painting class
- Gym class
- Activity/ TV room
- Library
- Reading room

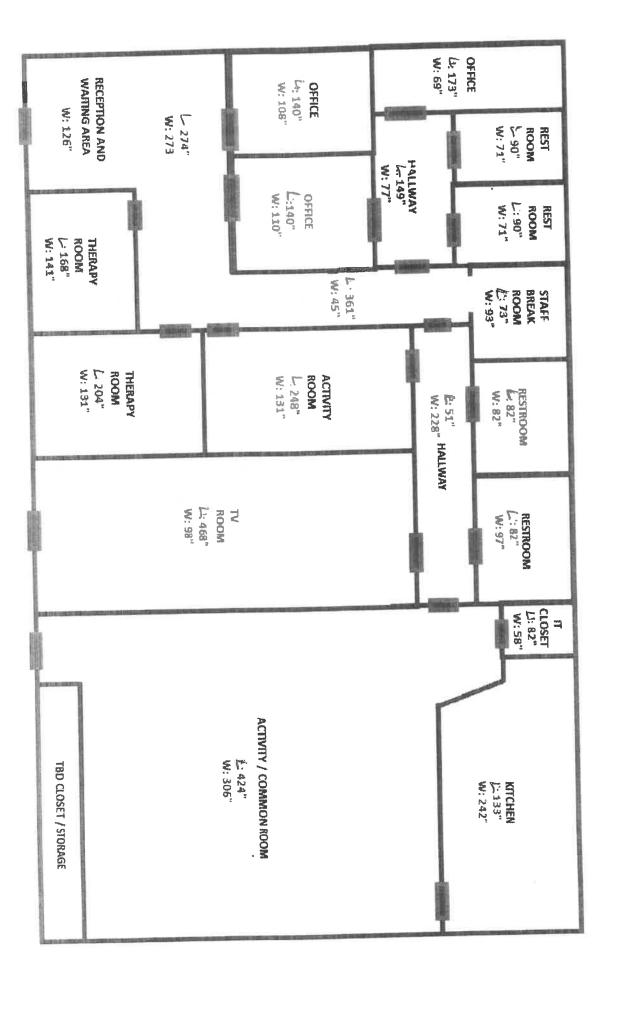
Please feel free to contact me for any additional information.

N ...

hankyou,

702-280-7203







DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made and executed December 2015, by HKM NEVADA PROPERTIES, LLC, a Nevada limited liability company ("Declarant").

WHEREAS, Declarant is the owner of that certain real property commonly known as 2044 Las Vegas Blvd North located in Las Vegas, Nevada and more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Declarant has constructed, or will construct, certain improvements on the Property (which, collectively with the Property, may be referred to herein as the "Project");

WHEREAS, Declarant has created or intends to create a commercial subdivision of the Property into two (2) parcels more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference and identified for the purposes of this Declaration as "Parcel 1" and "Parcel 2" (each of which may be referred to herein as a "Parcel" and on Parcel 1 of which a Burger King restaurant is located); and

WHEREAS, the Project shall be restricted exclusively to nonresidential use; accordingly, pursuant to Nevada Revised Statutes 116.1201(2)(b), this Declaration and the Project shall not be subject to Chapter 116 of Nevada Revised Statutes;

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit 1 attached hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

- 1. No Residential Use. No portion of the Property may be used as a dwelling or for personal, family, or household purposes, whether rented to particular persons or not.
- 2. Easements for Access and Parking. The owner of Parcel 1 shall have and enjoy, for its use and for the use of (by way of example only and without limitation) its directors, officers, managers, trustees, partners, members, shareholders, employees, agents, representatives, consultants, contractors, vendors, suppliers, customers, guests, invitees, visitors, licensees, tenants, subtenants, and concessionaires (collectively with the owner of Parcel 1, the "Parcel 1 Permittees"), in common with others entitled to use the same, a non-exclusive easement appurtenant to Parcel 1 for the passage, but not parking, of vehicles over and across the parking and driveway areas of Parcel 2, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Parcel 2, as the same may from time to time be constructed and maintained for such use. The owner of Parcel 2 shall have and enjoy, for its use

and for the use of (by way of example only and without limitation) its directors, officers, managers, trustees, partners, members, shareholders, employees, agents, representatives, consultants, contractors, vendors, suppliers, customers, guests, invitees, visitors, licensees, tenants, subtenants, and concessionaires (collectively with the owner of Parcel 2, the "Parcel 2 Permittees"), in common with others entitled to use the same, a non-exclusive easement appurtenant to Parcel 2 for the passage of vehicles over and across the parking and driveway areas of Parcel 1, as the same may from time to time be constructed and maintained for such use. and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Parcel 1, as the same may from time to time be constructed and maintained for such use. Parcel 2 shall also have a nonexclusive easement for parking a maximum of six (6) vehicles during normal working hours within the parking area of Parcel 1 located across the drive-thru lane located on Parcel 1 and immediately northwest of the existing western parking stalls located on Parcel 2, all as identified on Exhibit 3 attached hereto and incorporated herein by reference. All vehicles must be in working order and no overnight parking is allowed. No change shall be made in the access points between either Parcel 1 or Parcel 2 and the public streets, or in any common driveway serving Parcels A and B, without the prior written approval of the owners of each of Parcel 1 and Parcel 2, and in each instance such approval shall not be unreasonably withheld, conditioned, or delayed.

The easements described above shall be subject to the following:

- (a) No fence or other structure shall be erected on, in or around any of the parking, driveway or sidewalk areas described in Section 1 above (collectively, the "Easement Areas"), except as may be agreed upon in writing by the owners of Parcel 1 and Parcel 2, nor shall the Easement Areas be improved or maintained in such a way as to obstruct access to the Easement Areas by the Parcel 1 Permittees or the Parcel 2 Permittees (each a "Permittee").
- (b) The owner of each Parcel shall have the right to close off the Easement Areas on its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Easement Areas, as herein provided, such owner shall give written notice to each other owner of its intention to do so, and shall attempt to coordinate such closing with each other owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.
- (c) The owner of each Parcel shall have the right at any time and from time to time to exclude and restrain any person who is not a Permittee from using the portion of the Easement Areas on its Parcel.
- (d) The owner of each Parcel shall at all times maintain the Easement Areas within its respective Parcel in an attractive, safe condition and in good state of repair (including, but not limited to, by maintaining paved surfaces in a smooth and evenly-covered condition and by replacement of base, skin patch, resealing and resurfacing, if necessary). All paved surfaces shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced. The owner of each Parcel shall be responsible for the sweeping, maintaining, and restriping of paved surfaces located on that owner's Parcel.

- (c) The Parcel owners shall not permit or otherwise authorize any portion of their respective Parcels to be utilized as an easement, roadway, driveway, street, or other means or method of access, ingress, or egress to areas or property not included within the Property. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Property, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway, or street granted, permitted, or otherwise created by the owner of either Parcel.
- 3. Easements for Utilities. The Parcel owners shall have and enjoy non-exclusive easements appurtenant to the Parcel of each grantee owner in, to, over, under, along, and across those portions of the grantor's Parcel (exclusive of any portion located beneath any building or any planned building footprint) necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of utility lines serving the grantee owner's Parcel (including, but not limited to, sanitary sewers, storm drains, water, gas, electrical, telephone, and communication lines). All utility lines shall be underground except:
 - (a) ground-mounted electrical transformers;
- (b) as may be necessary during periods of construction, reconstruction, repair, or temporary service;
 - (c) as may be required by governmental agencies having jurisdiction;
 - (d) as may be required by the provider of such service;
 - (e) fire hydrants; and
 - (f) as currently exist.

Prior to exercising the rights described above, the grantee owner shall first provide the grantor with a written statement describing the need for such easement and identifying the proposed location of the utility line. The initial location of any utility line shall be subject to the prior written approval of the owner whose Parcel is to be burdened thereby, which approval shall not be unreasonably withheld, conditioned, or delayed. The easement shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet (5') on each side of the centerline if the easement is granted to a Parcel owner. Upon request, the grantee owner shall provide to the grantor a copy of an as-built survey showing the location of such utility line. The grantor shall have the right at any time to relocate a utility line upon thirty (30) days' prior written notice to the grantee owner, provided that such relocation (i) shall not interfere with or diminish the utility service to the grantee owner or the grantee owner's Parcel during business hours; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility line; (iii) shall be performed without cost or expense to the grantee owner; (iv) shall be completed using materials and design standards which equal or exceed those originally used; and (v) shall have been approved by the provider of such service and the appropriate governmental agencies having jurisdiction thereover. Documentation of the relocated easement area, including the furnishing of an "as-built" survey by the grantor to the grantee owner, shall be at the grantor's expense and shall be accomplished as soon as possible. Except as otherwise agreed to by the grantor and the grantee owner, any owner installing utility lines pursuant to the provisions of this section shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the grantor's Parcel.

- 4. Construction. The owner of each Parcel shall have and enjoy for its use and for the use of its respective contractors, materialmen, and laborers a temporary license for access and passage over and across the parking, driveways and sidewalk areas of the grantor's Parcel as shall be reasonably necessary for the grantee owner to construct and/or maintain, repair and/or replace improvements upon the grantee owner's Parcel; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance, repair and/or replacement is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of the parking, driveways and sidewalk areas by others. Prior to exercising the rights granted herein, the grantee owner shall first provide the grantor with a written statement describing the need for such license, and shall furnish a certificate of insurance meeting the reasonable satisfaction of the grantor showing that that grantee owner's contractor has obtained appropriate insurance coverage. Any owner availing itself of the temporary license shall diligently complete such work as quickly as possible, and shall promptly clean the area, and restore and/or repair the affected portion of the parking, driveways and sidewalk areas to a condition which is equal to or better than the condition which existed prior to the commencement of such work.
- 5. Liens. In the event any mechanic's lien is filed against a Parcel as a result of services performed or materials furnished for the use of the owner of the other Parcel, the owner permitting or causing such lien to be so filed shall cause such lien to be discharged within fifteen (15) days after the entry of a final judgment (after all appeals) for the foreclosure of such lien and further shall protect, indemnify, defend, and hold harmless the other owner and its Parcel against liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees and cost of suit) on account of such claim of lien. Upon request of the owner whose Parcel is subject to such lien, the owner permitting or causing such lien to be filed shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent an owner permitting or causing such lien from contesting the validity thereof in any manner such owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.
- 6. Litter. No Parcel shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Parcel or other part of the Property and shall not be kept except in sanitary containers located inside a barrier which is constructed of materials similar to the primary building on the Parcel and prevents the direct view of the trash receptacles and containers. All equipment

for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any common driveway. The owner of each Parcel shall arrange for the regular removal and disposal of trash and garbage from its Parcel.

- 7. Compliance with Law. No immoral or unlawful use shall be made of any part of the Project. All valid laws, zoning ordinances, and rules and regulations of all governmental bodies having jurisdiction over the Project shall be observed. Any violation of such laws, zoning ordinances, or rules and regulations shall be a violation of this Declaration.
- 8. Nuisances. No nuisance shall be permitted to exist or operate upon the Property, and no activity which, in Declarant's sole and absolute discretion, is detrimental to any portion of the Project, obnoxious to, or out of harmony with the development or operation of a first-class commercial subdivision, shall be conducted upon the Property.
- 9. Exterior Maintenance. The owner of each Parcel shall maintain the landscaping within the boundaries of its Parcel, and the exterior of any building located on its Parcel in a neat, clean, and attractive condition.
- 10. Perpetual Easements; Covenants Run With Land. All easements created hereby shall be perpetual unless terminated by written agreement of the owners of both Parcels, or upon the determination by a court of competent jurisdiction that the easement has been abandoned. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon and shall inure to the benefit of the owners of each of the Parcels and their respective successors (by merger, consolidation or otherwise), assigns and representatives, and all other persons acquiring all or any portion of the Property. All of the provisions of this Declaration shall be covenants running with the land.
- 11. Declarant's Development Rights. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all or any part of the Property actually owned or controlled by the Declarant, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the initial development of the Property, including, without limitation:
- (a) Erecting, constructing, and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Property as a commercial development and disposing of the Parcels by sale, lease, or otherwise;
- (b) Conducting the Declarant's business of completing and establishing the Property as a commercial development and marketing of the Property in Parcels; or
- (c) Maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the Parcels.

12. Miscellaneous.

- (a) Enforcement: Attorneys' Fees. The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, and restrictions imposed by the provisions of this Declaration. The failure of the Declarant or any owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any action or proceeding in law or in equity arising out of or in connection with this Declaration or to enforce or interpret any of the terms of this Declaration, the prevailing party in such action shall be entitled to have and recover from the non-prevailing party reasonable attorneys' fees, including fees on appeal, in addition to such other relief as may be granted.
- (b) <u>Severability</u>. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Declaration held to be void or unenforceable under applicable law shall be deemed stricken and all remaining provisions of this Declaration shall continue to be valid and binding.
- (c) <u>Amendment</u>. This Declaration may be amended or modified, in whole or in part, only by a written and recorded instrument executed by all of the then owners of record of Parcel 1 and Parcel 2.
- (d) <u>No Dedication</u>. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purpose whatsoever.
- (e) No Partnership. The terms or provisions of this Declaration shall not be deemed to create a partnership between the owners of the Parcels, nor shall this Declaration cause the owners of the Parcels to be considered or deemed to be joint venturers or members of any joint enterprise.
- (f) Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Nevada.
- 13. Restrictive Covenant Hamburgers and Cheeseburgers. A Burger King restaurant is operated on Parcel 1 and shall be the exclusive hamburger restaurant in the Project. As long as Parcel 1 is used as a restaurant primarily engaged in the sale of hamburgers and/or cheeseburgers, no restaurant primarily engaged in the sale of hamburgers and/or cheeseburgers shall be allowed to operate on Parcel 2; including but not limited to, McDonald's, Jack in the Box, Sonics, Wendy's, Dairy Queen, In-N-Out Burger, 5 Guys, SmashBurger, Whataburger, Fatburger, Carl's Jr., The Counter, Habit Burger, etc. For purposes herein, a restaurant shall be primarily engaged in the sale of hamburgers and/or cheeseburgers if fifteen percent (15%) or more of its gross sales are from the sale of hamburgers and/or cheeseburgers.

EXHIBIT 1

Legal description of real property

That portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 23 Township 20 South, Range 61 East, M.D.B.&M., described as follows:

COMMENCING at the Southeast (SE) Corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ½) of said Section 23: Thence North 00° 24' 30" West along the East line of the Southeast Quarter (SE ½) of the Northwest Quarter (NW ½) of said Section 23, a distance of 40.00 feet to a point; Thence South 89° 43' West a distance of 458.20 feet to the Southeast (SE) Corner of that certain parcel of land conveyed by Burley M. Jones to Oil and Gas Distributors, Inc., by deed recorded December 7, 1946, as Document No. 240711, Clark County, Nevada records, THE TRUE POINT OF BEGINNING; Thence continuing South 89° 43' West a distance of 190.68 feet to a point; Thence North 00° 17' West a distance of 104.13 feet to a point; Thence North 44° 11' 15" East a distance of 167.18 feet to a point; Thence North 44° 27' 10" West a distance of 206.49 feet to a point on the Southeasterly Right-of-Way line of U.S. Highway Nos. 91-93 (130.00 feet wide); Thence Northeasterly along the last mentioned Right-of-Way line being a curve to the right having a radius of 13,235 feet an arc length of 210.00 feet to the most Northerly (N) Corner of said conveyed parcel; Thence South 44° 27' 10" East a distance of 419.40 feet to the most Easterly (E) Corner of the said conveyed parcel; Thence South 45° 32' 50" West a distance of 312.84 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described property as conveyed to the Pizza Inn, Inc., by deed recorded January 15, 1970 as Document No. 2335.

COMMENCING at the Southeast (SE) Corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ½) of said Section 23; Thence North 00° 24′ 30″ West along the East line of the Southeast Quarter (SE ½) of the Northwest Quarter (NW ½) of said Section 23 a distance of 40.00 feet to a point; Thence South 89° 43′ West a distance of 458.20 feet to the Southeast (SE) Corner of that certain parcel of land conveyed to Burley M. Jones to Oil and Gas Distributors, Inc., by deed recorded December 7, 1946, as Document No. 240711, Clark County, Nevada records, THE TRUE POINT OF BEGINNING; Thence continuing South 89° 43′ West a distance of 190.68 feet to a point; Thence North 00° 17′ West a distance of 104.13 feet to a point; Thence North 44° 11′ 15″ East a distance of 167.18 feet to a point; Thence South 44° 27′ 10″ East a distance of 213.00 feet more or less to a point; Thence South 45° 32′ 50″ West a distance of 102.87 feet to THE TRUE POINT OF BEGINNING.

EXHIBIT 2

Legal description of Parcels 1 and 2

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOTS 1 AND 2, AS SHOWN BY MAP THEREOF IN FILE 120, PAGE 86 OF PARCEL MAPS, RECORDED NOVEMBER 16, 2015 IN BOOK 20151116 AS INSTRUMENT NO. 02197 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

HKM NEVADA PROPERTIES, LLC, a Nevada limited liability company

By: David J. Mitchell,
Member and authorized representative

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On December 31, 2015 before me, MINITED DESIMPRESONALLY appeared David J. Mitchell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER(S)

[] INDIVIDUAL(\$)

[] CORPORATE

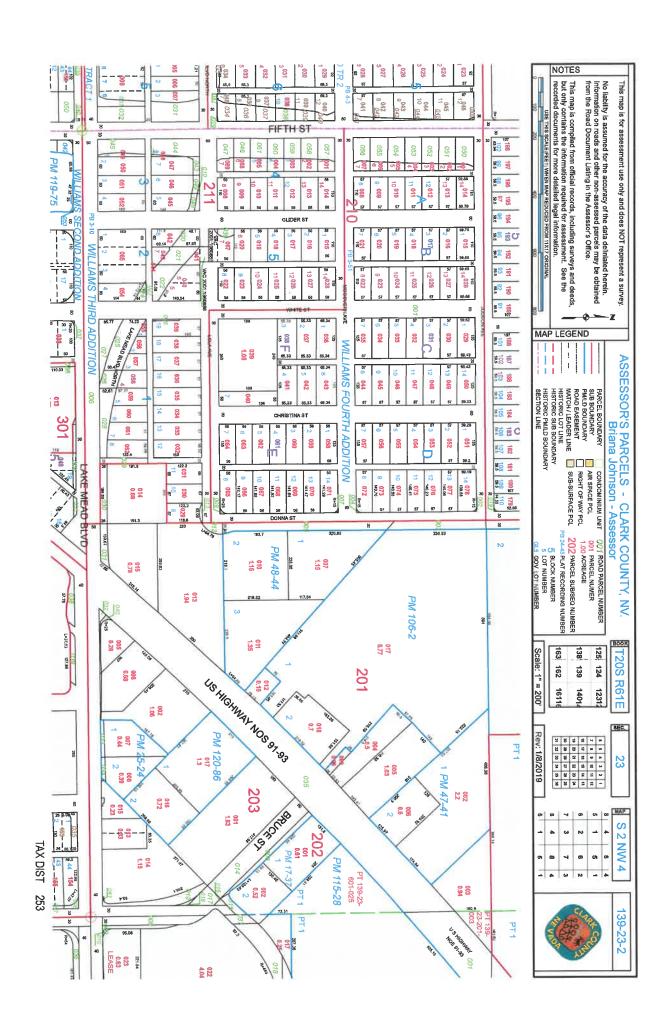
[X] LIMITED LIABILITY COMPANY

WITNESS my hand and official seal.

(SEAL)

MICHELLE DESHAZER
STATE OF HE VAGA - COUNTY OF CLAMI
INV APPOINTMENT FEB. 14, 2017
NO: 04-90911-4

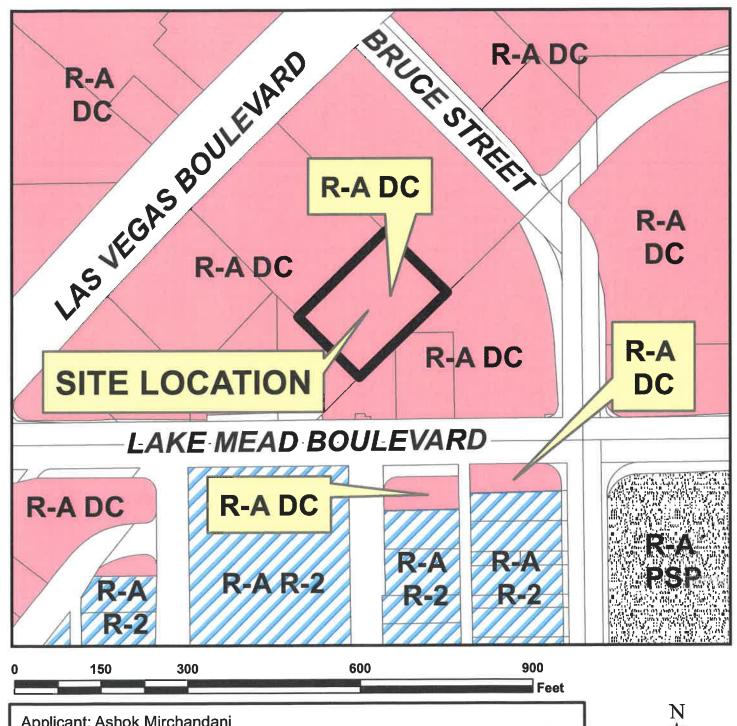
NOTARE PURITO



CITY OF NORTH LAS VEGAS Your Community of Choice

THE CITY OF NORTH LAS VEGAS

Location & Zoning Map



Applicant: Ashok Mirchandani

Application Type: Special Use Permit

Request: To Allow an Adult Daycare Facility Project Info: 2048 Las Vegas Boulevard, North

Case Number: SUP-02-2021

