

Application



Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Temporary Commercial Permit
 Project Address (Location) Union Park - Northeast corner of Grand Central Pkwy & Bonneville
 Project Name N/A Proposed Use Temporary Parking
 Assessor's Parcel #(s) 139-34-411-003 Ward # 5 (Weekly)
 General Plan: existing MXU proposed N/A Zoning: existing PD proposed N/A
 Commercial Square Footage N/A Floor Area Ratio N/A
 Gross Acres 61 Acres Lots/Units 1 Density N/A
 Additional Information To allow a temporary parking lot on the Union Park site to facilitate the expansion of the Las Vegas Premium Outlet Mall. The use will not exceed 12 months.

PROPERTY OWNER City Parkway V, Inc. Contact Douglas A. Selby, President
 Address 400 Stewart Avenue - 8th Floor Phone: 229-6501 Fax: 388-1807
 City Las Vegas State NV Zip 89101

APPLICANT Las Vegas Premium Outlets Contact Robert Snowden
 Address 875 S Grand Central Parkway, Suite 1690 Phone: 474-7500 Fax: 676-1184
 City Las Vegas State NV Zip 89101

REPRESENTATIVE Office of Business Development Contact David Bratcher
 Address 400 Stewart Avenue - 2nd Floor Phone: 229-2201 Fax: 385-3128
 City Las Vegas State NV Zip 89101

FOR DEPARTMENT USE ONLY

Property Owner Signature* Douglas Selby

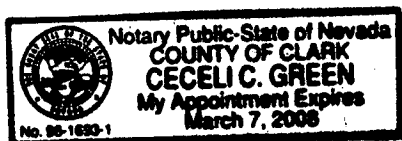
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Douglas Selby

Subscribed and sworn before me

This 15th day of May, 20 06
Ceceli C. Green

Notary Public in and for said County and State



Case #	<u>TCPI3711</u>
Meeting Date:	<u> </u>
Total Fee:	<u>\$100.00</u>
Date Received:*	<u>5/19/06</u>
Received By:	<u>M. Butsch</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Hansen Sheet



Separator Sheet

Report Date 06/06/2006 11:17 AM

Submitted By

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A/P # 13711 TEMPORARY COMMERCIAL PERMIT

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	05/19/2006 14:48	983978	Temp COO		
Approved	05/19/2006 15:06	970040	COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

To allow temporary parking on the Union Park site (NEC Bonneville Ave. & Grand Central Pkwy) to facilitate the expansion of the Las Vegas Premium Outlet Mall. The use will not exceed 12 months.

Parent A/P #

Project # 13711 Project/Phase Name UNION PARK-NORTHEASE CORNER OF Phase #
Size/Area 61.00 ACRE Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 13934411003

Location

Owner/Tenant

Contact ID AC1001069 Name CITY PARKWAY V INC
Mailing Address 400 STEWART AVE 9TH FLOOR Organization % CITY OF LV
City LAS VEGAS State/Province NV
ZIP/PC 89101-2927 Country ☐ Foreign
Day Phone (702)229-6501 x Evening Phone
Fax (702)388-1807 Mobile #

Linked Addresses

No Addresses are linked to this Application

A/P Linked Addresses

900 S LAS VEGAS BLVD 703
LAS VEGAS, 89101-

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13934411003

Applicants/Contacts

Report Date 06/06/2006 11:17 AM

Submitted By

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Applicants/Contacts

Primary N Capacity OWNER Contact ID AC1001069 ☐ Foreign
Effective Expire
Name CITY PARKWAY V INC
Day Phone (702)229-6501 x Eve Phone Organization % CITY OF LV
Pager PIN # Position % CITY ATTORNEYS OFFICE
Fax (702)388-1807 Mobile Profession
E-Mail
Address 400 STEWART AVE 9TH FLOOR
LAS VEGAS NV 89101-2927
LAS VEGAS, NV 89101-2927

Seasonal Addr

Valid From To
Comments Douglas Selby 229-6501

Primary N Capacity OTHER Other REP Contact ID AC1187153 ☐ Foreign
Effective Expire
Name OFFICE OF BUSINESS DEVELOPMENT
Day Phone (702)229-2201 x Eve Phone Organization
Pager PIN # Position
Fax (702)985-3128 Mobile Profession
E-Mail
Address 400 STEWART AVENUE
LAS VEGAS, NV 89101

Seasonal Addr

Valid From To
Comments David Bratcher 229-2201

Primary Y Capacity APPL Contact ID AC796971 ☐ Foreign
Effective Expire
Name LAS VEGAS PREMIUM OUTLETS
Day Phone (702)474-7500 x Eve Phone Organization
Pager PIN # Position
Fax (702)676-1184 Mobile (702)366-9004 Profession
E-Mail
Address 875 S. GRAND CENTRAL PKWY #1690
LAS VEGAS, NV 89109

Seasonal Addr

Valid From To
Comments Robert Snowden 474-7500

Contractors

No Contractors

Item Description Item Status

Check Conditions
Condition Approval Approved By Approved Date Applied By Applied Date
Assigned Supervisor Required Comments

No Conditions

Planning Condition Description Effective Expire Comments

There is no planning condition for this project.

Report Date 06/06/2006 11:17 AM

Submitted By

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<u>Employee</u> <u>Employee ID</u>	<u>Last</u>	<u>First</u>	<u>MI</u>	<u>Comments</u>
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No Employee Entries

<u>Log</u> <u>Action</u> <u>Hours</u>	<u>Description</u> <u>Comments</u>	<u>Entered By</u>	<u>Start</u>	<u>Stop</u>
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PAYMNT	CK NAME,# WHO PICKED UP PERMIT	970040	05/19/2006 15:05	
0.00	DAVID BRATCHER, CENTEX CONSTRUCTION CK 149667			

Deed



Separator Sheet

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

WITNESS:

CITY PARKWAY V, INC.

Thomas R. Green 5/15/06
Date

By: Douglas A. Selby
Douglas A. Selby, President
5-15-06

Approved as to form
Thomas R. Green
Thomas R. Green Date 5/12/06

**SIGN
HERE**
←

CENTEX CONSTRUCTION, LLC

WITNESS:

By: _____

By (Print): _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this 15th day of May, 2006, Douglas A. Selby before me personally appeared and executed the foregoing agreement on behalf of City Parkway V, Inc.

Ceceli C. Green
NOTARY PUBLIC
My commission expires: 3-7-08

STATE OF _____)
) ss:
COUNTY OF _____)



On this ____ day of _____, 2006, _____ before me personally appeared and executed the foregoing agreement on behalf of CENTEX CONSTRUCTION, LLC.

NOTARY PUBLIC
My commission expires: _____

NOTARIZE
←

Plans (PMT)



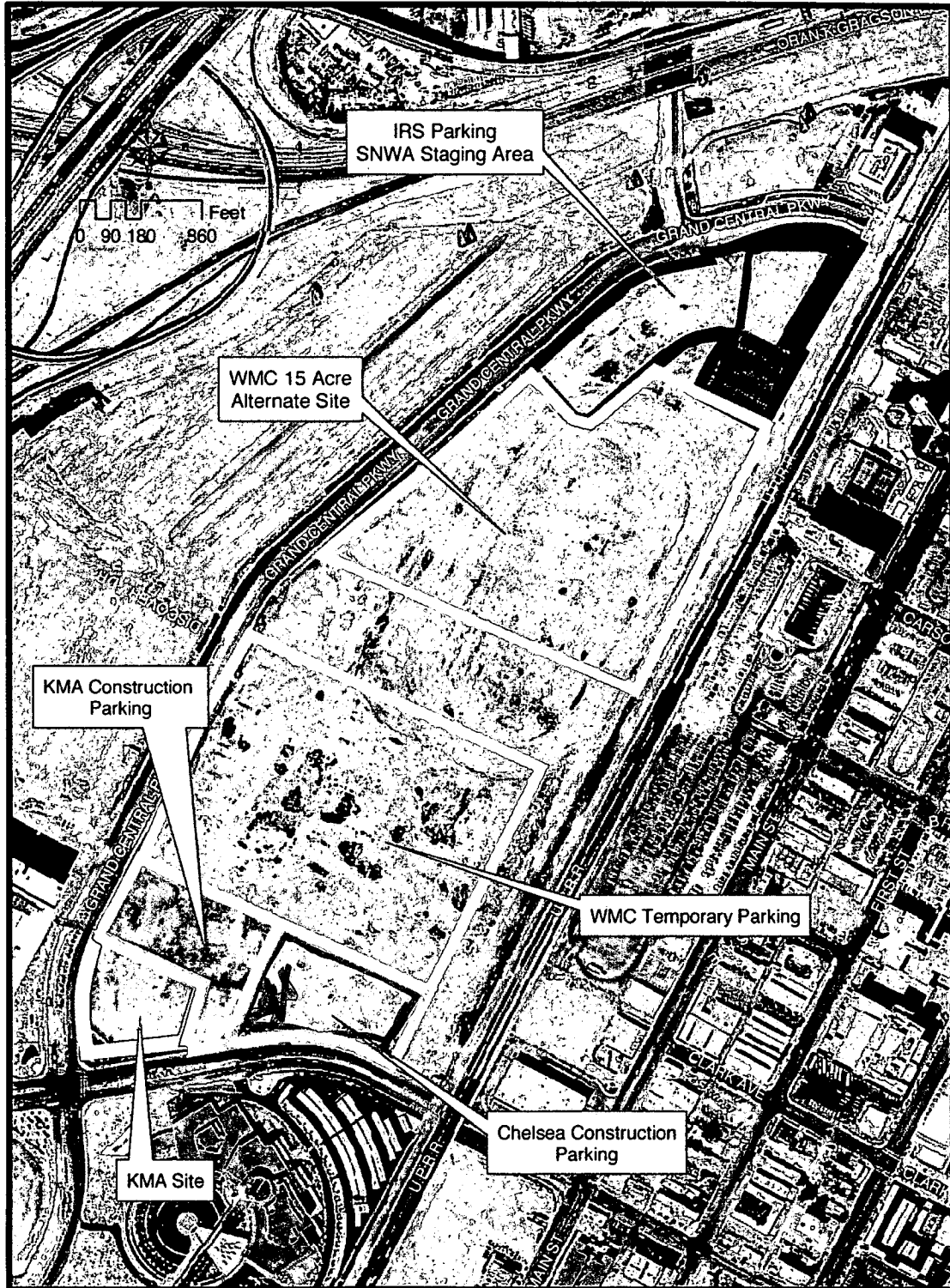
Separator Sheet

DRAFT

03-24-2006

*Dave,
This is the Site
Map for Chelsea
Temp park. Access
is from Bonnerville,
Grand Central
West, or
Site Map*

EXHIBIT "B"



Comments



Separator Sheet

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2006, by and between CITY PARKWAY V, INC., a Nevada not-for-profit corporation ("Licensor") and CENTEX CONSTRUCTION, LLC, a Georgia limited liability company ("Licensee").

RECITALS

A. Licensor is the owner of certain real property (the "Property") located in the City of Las Vegas, State of Nevada, as identified as "Chelsea Construction Parking" on the Site Map, Exhibit "A" attached hereto.

B. Licensee is wholly owned (100%) by Centex Construction Group, Inc., which in turn is wholly owned (100%) by Centex Corporation.

B. Licensee, who is under contract with Simon/Chelsea Las Vegas Development, LLC for constructing improvements on the property generally known as Las Vegas Premium Outlets and as A.P.N. 139-33-710-003, desires to make use of the Property for certain purposes as described herein.

C. Licensor is willing to allow Licensee to enter upon the Property subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **License.** Licensor agrees to permit Licensee to use the Property on an exclusive basis, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. This Agreement grants a license to use property only and does not convey any property interest whatsoever.

2. **Term.** The license granted in Section 1 shall commence on the date of this Agreement and shall continue unless and until terminated pursuant to section 16 (the "Term").

3. **Consideration.** Licensee shall pay \$4,000 per month to licensor in equal monthly payments during the term of the Agreement.

4. **Use of Property.** Licensee shall use the Property for the sole purpose of parking for its construction personnel and construction equipment, and all such parties are hereby granted the right to so use the Property subject to this Agreement. Licensee shall materially comply with all government rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or the use thereof by Licensee and such other parties. The Property shall be staked by Licensee generally as follows: 500 linear feet extending to the Southeast from the existing Eastern corner of the property identified as "KMA Construction Parking", thereby further extending 250 linear feet perpendicular to the Bonneville Avenue right-of-way.

5. **Improvement.** Licensee shall pay for any improvement constructed for the Licensee's use as parking on the Property. Any improvement constructed or installed shall be approved by the Licensor in advance. Licensor's approval is within the Licensor's sole discretion. At the conclusion of

the Term of the Agreement, Licensee shall return the Property to Licensor free of all liens and encumbrances to its prior condition, including landscaping and driveways, unless otherwise approved in writing by Licensor.

6. **Taxes.** Licensee shall pay the real estate taxes and special assessments which are assessed against the Property during the term that are directly related to Licensee's site improvements or exclusive use of the Property.

7. **Dust Abatement.** Licensee will be required to apply and/or restore the dust palliative chemical, or other dust control method, prior, during and after use of the Property as required by the Environmental Protection Agency, by the Clark County Health District, or by Clark County Department of Air Quality Control Management standards.

8. **Maintenance.** Licensee shall keep and maintain the Property in good order, condition and repair, keep the Property free from waste, claims and liens. Licensee shall protect any well heads that may exist on the Property and shall be responsible for repairing and damage to any well heads resulting from Licensee's use of the Property.

9. **Utilities.** If applicable, Licensee shall pay all charges for water, electricity, gas, garbage service, telephone and all other services or utilities supplied to the property.

10. **Insurance.** Licensee shall, prior to entering upon the Property, at its sole cost and expense, procure and maintain in full force and effect insurance in the following forms and types and in amounts not less than the following:

a. Broad Form Commercial \$2,000,000 per occurrence
General Liability (to include
Employer's Liability, bodily injury,
Property damage and personal injury)

b. Insurance required to be maintained by Licensee hereunder shall be in companies holding a "General policyholder's Rating" of A or better, as set forth in the most current issue of "Best's Insurance Guide." Licensee shall deliver to Licensor, prior to entering upon the Property, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Licensor. Licensee shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policy, furnish Licensor with a renewal or "binder" thereof. Licensor shall be named as an additional insured on such policy.

c. Licensee hereby agrees to defend, indemnify and save Licensor harmless from and against any and all liability, claims, damages, losses, costs and expenses (including, but not limited to reasonable attorneys fees) arising out of or in connection with the use or operation of the Property.

11. **Security.** Licensee shall be responsible for securing and/or providing security to the Property throughout the Term.

12. **Licenses, Permits.** Licensee agrees to obtain, at its sole expense, any required licenses or permits that may be required throughout the City of Las Vegas, Department of Public Works and or Clark County Health District. Such licenses shall include, but not be limited to a Temporary Commercial Permit, the fee for which shall be payable to the City of Las Vegas.

13. **Licensor's Right of Entry.** Licensor and its authorized agents and representatives may enter the Property at any time for any reasonable purpose provided that Licensor shall make reasonable efforts to minimize interference with Licensee's use of the Property as permitted by this Agreement. Licensor and Licensee also agree to permit representatives of the Forrester Group reasonable access to the Property, for the specific purpose of inspecting any monitoring wells on site.

14. **Assignment and Sublease.** Licensee shall have no right to assign, sublease, mortgage, pledge, or otherwise encumber the Property, in whole or in part. Licensor shall have the right to assign this License, in whole or in part, subject to a written assignment, the form for which is delivered to Licensee.

15. **Default by Licensee.** The following shall constitute an event of default by Licensee:

- a. Failure to perform, when required, any non-monetary obligation of Licensee hereunder within five (5) days after Licensee receives written notice thereof from Licensor.
- b. Failure to pay the consideration required in Section 3.

16. **Termination.** Either party may end the Term of this Agreement by giving the other party notice of date of termination at least 30 days prior to such date of termination. Upon the giving of such notice, Licensee shall immediately begin vacating the property on a schedule that will guarantee the Property will be completely vacated and the Property put into the condition required by Sections 5, 6 and 7 herein, by such date of the termination. In the event of termination of the term of this Agreement, the remaining provisions of the Agreement shall remain in full force and effect until all duties and obligations of the Licensee are completed.

17. **Notices.** Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepared, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensor:

City Parkway V, Inc
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attention: Douglas A. Selby

To Licensee:

Centex Construction, LLC
600 Galleria Parkway, Suite 1800
Atlanta, GA 30339
Attention: Ray Morgan

18. **No Partnership.** Nothing contained in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee other than the relationship of Licensor and Licensee.

19. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

20. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

21. **Exhibits.** All Exhibits referred to above form a part of, and are incorporated in, this Agreement.

22. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

23. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. This Agreement may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if this Agreement had been executed by the actual signature of any party.

[Signatures on next page – The remainder of this page is left intentionally blank.]



TEMPORARY COMMERCIAL PERMIT

TEMPORARY PARKING FACILITY

TCP-13711

Valid May 19, 2006 To May 19, 2007



Description of Event: To allow a temporary parking lot on the Union Park site to facilitate the expansion of the Las Vegas Premium Outlet Mall. The use will not exceed 12 months.

Applicant: Las Vegas Premium Outlets
Robert Snowden 474-7500
875 S. Grand Central Pkwy #
1690
Las Vegas, NV 89109
(702)474-7500 x

Parcel(s): 139-34-411-003
Ward(s): Ward 5 (Weekly)

THIS PERMIT IS APPROVED PURSUANT TO SECTION 19.18.100 OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. BUSINESS HOURS SHALL NOT EXTEND PAST 11:59 pm.**
- 2. THIS PERMIT IS NOT A BUSINESS LICENSE.**
- 3. THIS PERMIT IS NOT A SUBSTITUTE FOR ANY REQUIRED STATE OR LOCAL BUSINESS LICENSE OR FOR ANY REQUIRED CHARITABLE SOLICITATION PERMIT.**
- 4. This use shall not create a nuisance to nearby properties as a result of factors such as excessive illumination, glare, noise, vibration, smoke, dust, dirt, odors, gases or heat.**
- 5. The use shall conform to the submitted plot plan.**
- 6. No combustible materials shall be located within 50 feet of any structure on, or adjacent to this site.**
- 7. No building or structure of any type shall be erected closer than 25 feet from any property line.**
- 8. The applicant shall display a copy of this Temporary Commercial Permit during the hours of operation.**
- 9. Sanitation facilities must be provided in accordance with the Clark County Health District and Republic Services of Southern Nevada.**
- 10. The applicant shall provide private security officers as required by the Las Vegas Metropolitan Police Department.**
- 11. Any signage for this temporary commercial use must be approved and permitted by the Planning and Development Department.**
- 12. All applicable City code requirements shall be satisfied.**
- 13. The applicant shall be responsible for leaving the site free of debris, litter or any other evidence of occupancy upon completion or removal of the use.**

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE