

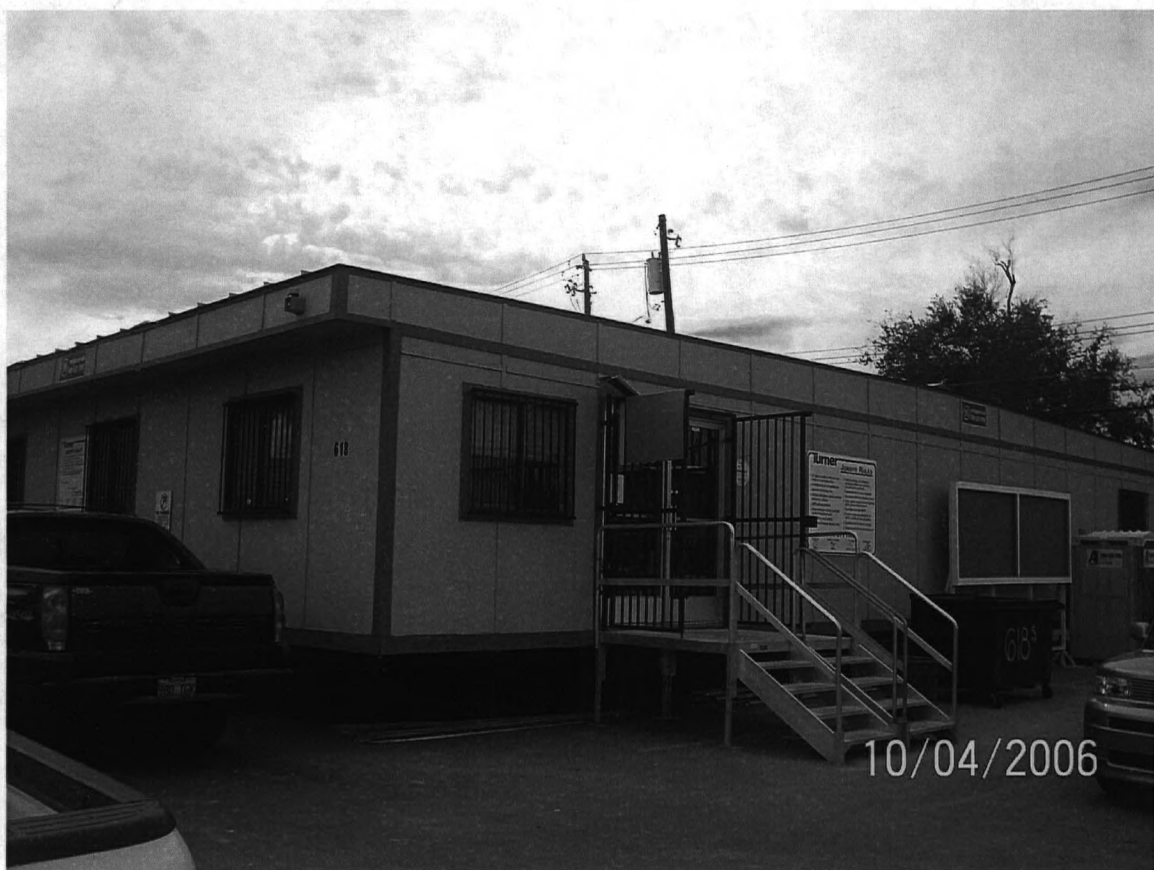
# Plans (PMT)

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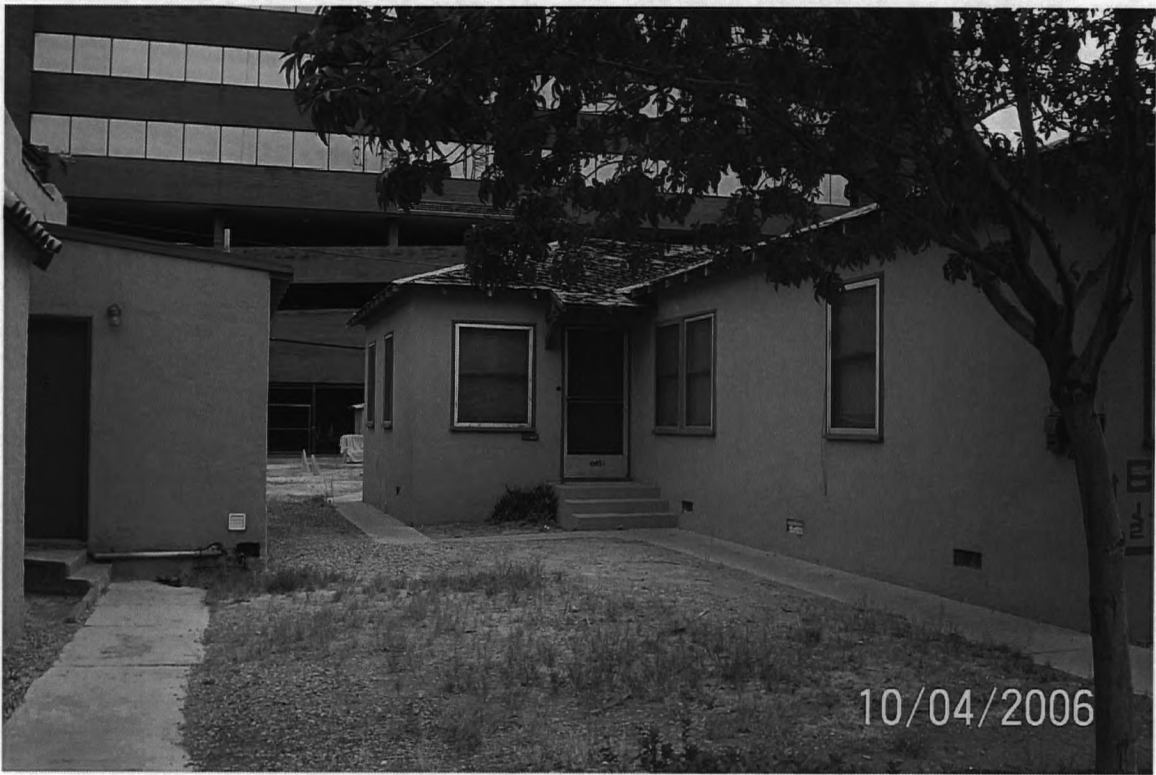
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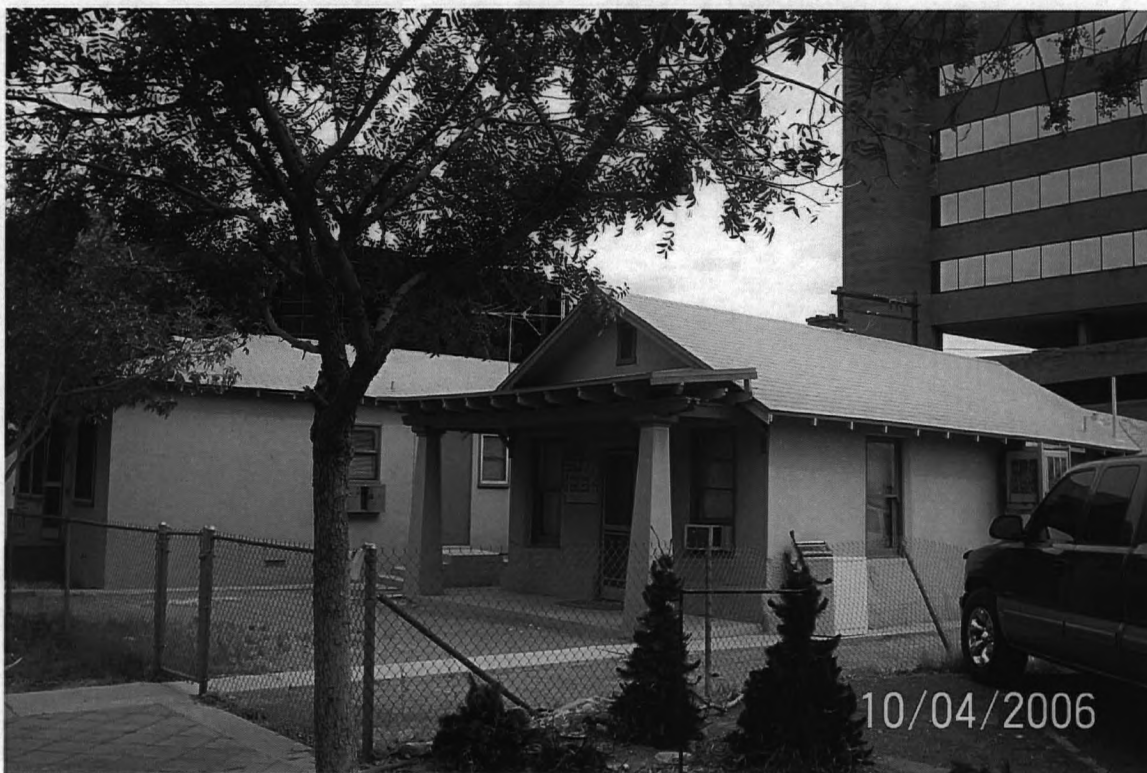
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PLAN CHECK NUMBER

**JOB**

APPLICATION NUMBER

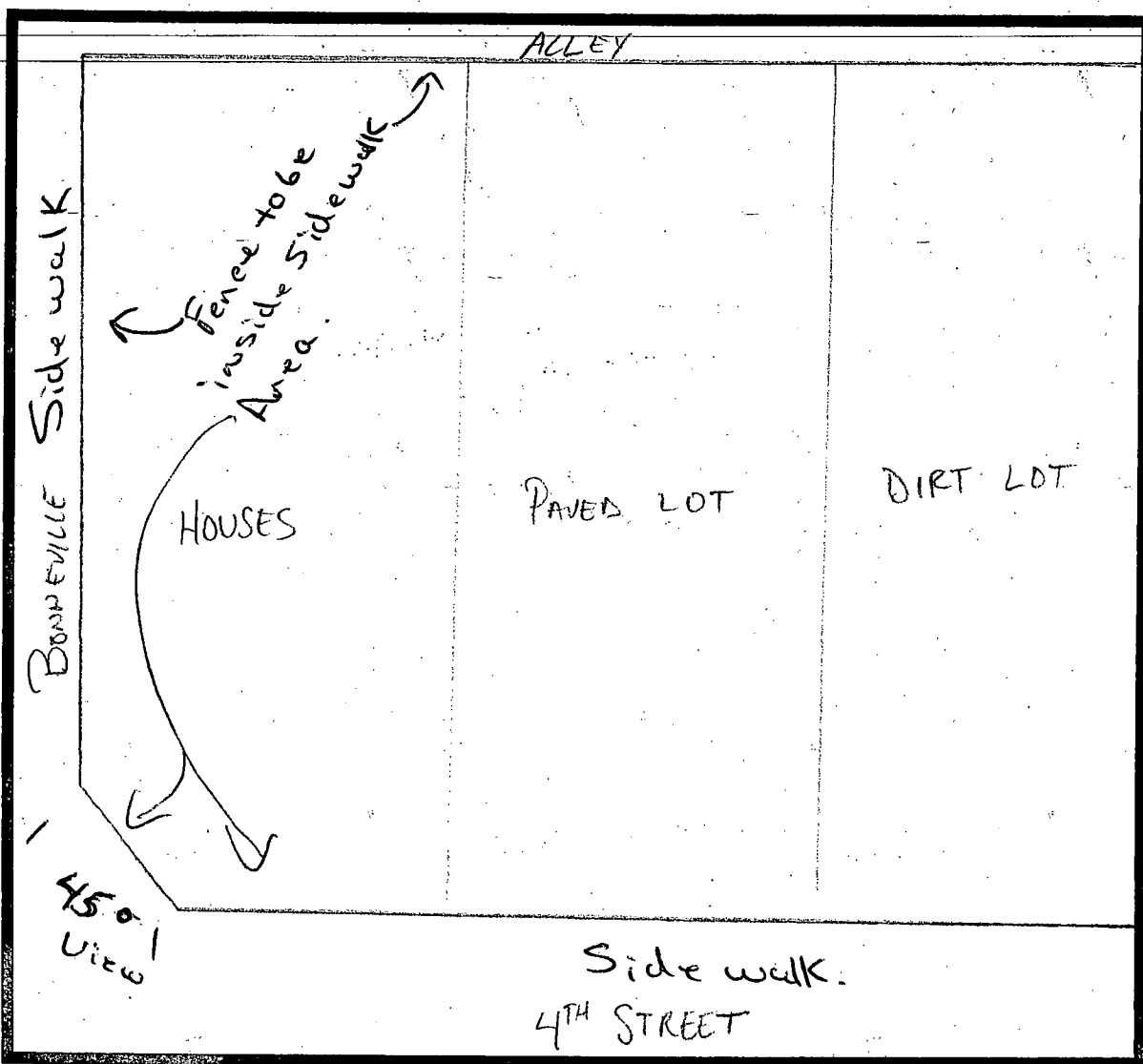
73537-C-06

ADDRESS

609 4<sup>TH</sup> ST.

PLOT PLAN

BACK P/L



250'

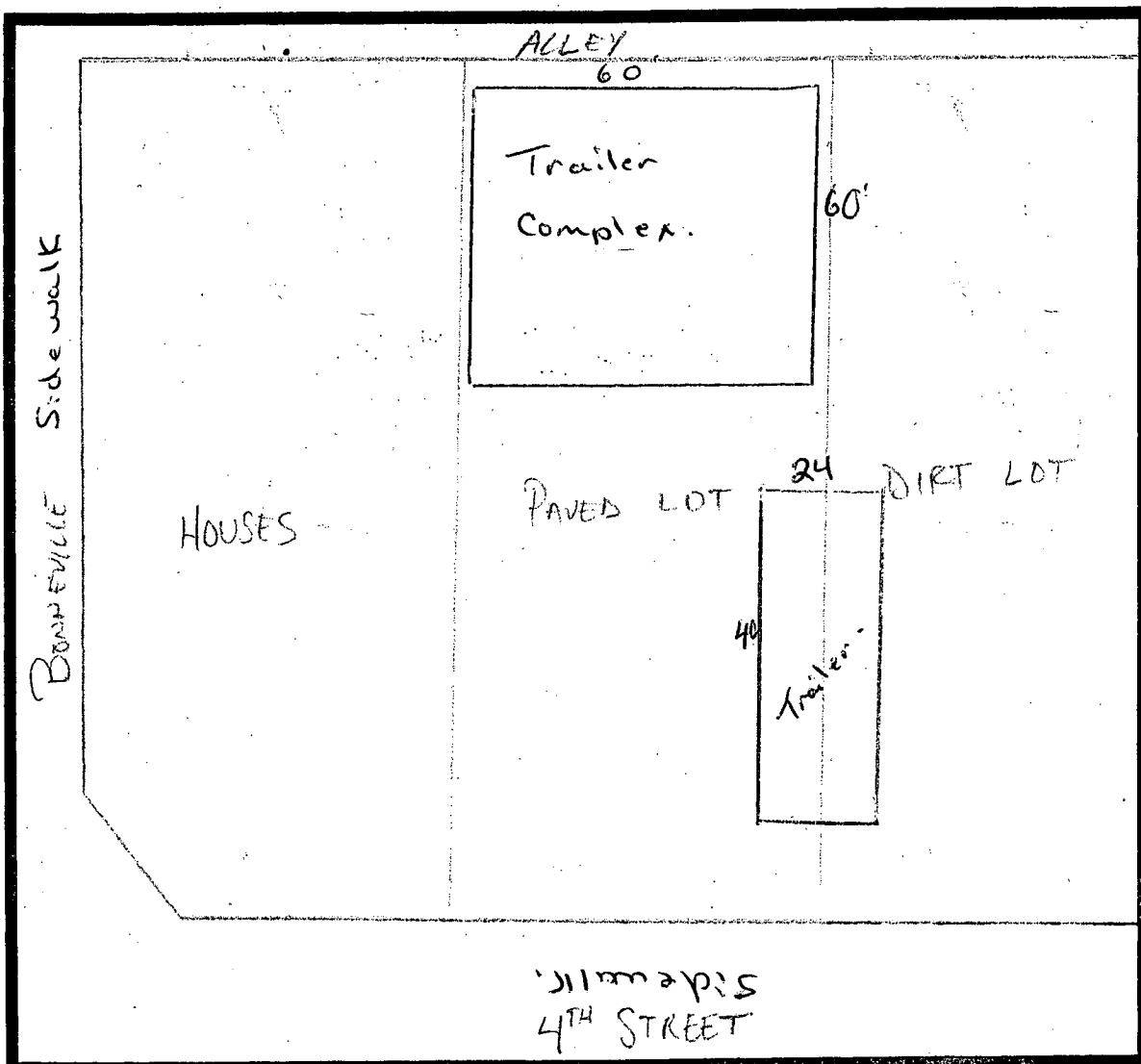
PLAN CHECK NUMBER \_\_\_\_\_

APPLICATION NUMBER 73534-C-06

ADDRESS 609 4<sup>TH</sup> ST.



PLOT PLAN  
BACK P/L



APPROVED

FRONT P/L

Site Plan for Construction Trailers Only 250'

BY [Signature] 10/10/06

CURRENT PLANNING DIVISION

CITY OF LAS VEGAS



# **TEMPORARY COMMERCIAL PERMIT**

## **TEMPORARY CONTRACTORS CONSTRUCTION YARD**

### **TCP-17401**



**Valid October 06, 2006 To June 01, 2008**

**Description of Event: TPC for temporary contractor's construction yard at the southeast corner of Bonneville and 4th street.**

**Applicant:** Turner Construction  
Ray Swanson  
618 S. Casino Center  
Las Vegas, NV 89101  
(702)554-2992 x

**Parcel(s):** Multiple Parcels  
**Ward(s):** Ward 3 (Reese)

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

1. THE PROPOSED TEMPORARY FENCING MUST CONTAIN MESH OR SIMILIAR MATERIAL SO AS TO SCREEN THE SUBJECT SITE FROM THE RIGHT-OF-WAY AND ADJACENT PROPERTIES.
2. THE EXISTING HOUSING IDENTIFIED AS FUTURE TEMPORARY OFFICE SPACE MUST BE APPROVED BY THE BUILDING AND SAFETY DEPARTMENT PRIOR TO OCCUPANCY. THE OFFICE USE SHALL BE DISCONTINUED AT THE EXPIRATION OF THIS PERMIT UNLESS A SITE DEVELOPMENT PLAN REVIEW IS APPROVED AS REQUIRED BY PLANNING AND DEVELOPMENT.
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.

**THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE**

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

Application/Petition For: Temporary Commercial Permit - Contractor's Yard - Offsite  
 Project Address (Location) Southeast corner of Bonneville and 4th Street (five parcels)  
 Project Name Juhl Tower - Turner Construction Proposed Use Temp Office  
 Assessor's Parcel #(s) 139-34-311-133 through -137 Ward # Ward 3 (Reese)  
 General Plan: existing C proposed N/A Zoning: existing C-2 proposed N/A  
 Commercial Square Footage N/A Floor Area Ratio N/A  
 Gross Acres Approx 0.75 acres Lots/Units 5 lots Density N/A  
 Additional Information To allow the relocation of an existing Contractor's Storage Yard and Contractor's Construction Office (trailers) with temporary parking for the Juhl Tower project.

PROPERTY OWNER RLMB LLC/4th & Bonneville Asm Contact Robert Moore  
 Address 400 S 4th Street Phone:  Fax:   
 City Las Vegas State NV Zip 89101

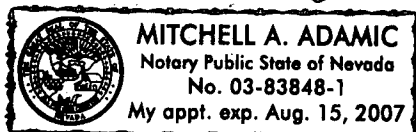
APPLICANT Turner Construction Contact Ray Swanson  
 Address 618 S Casino Center Phone: 544-2992 Fax: 430-8113  
 City Las Vegas State NV Zip 89101

REPRESENTATIVE  Contact   
 Address  Phone:  Fax:   
 City  State  Zip

Property Owner Signature\* [Signature]  
 \* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.  
 Print Name Robert Moore

Subscribed and sworn before me  
 This 4 day of October, 2006

[Signature]  
 Notary Public in and for said County and State Clark County Las Vegas, Nevada



### FOR DEPARTMENT USE ONLY

|                 |                  |
|-----------------|------------------|
| Case #          | <u>ICP-17401</u> |
| Meeting Date:   | <u></u>          |
| Total Fee:      | <u>100</u>       |
| Date Received:* | <u>10-5-06</u>   |
| Received By:    | <u>7-5</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.



**Turner Construction Company**  
618 S. Casino Center Blvd.  
Las Vegas, NV 89101  
phone: 702.430.7898  
fax: 702.430.8113

To: Planning & Development Department.  
City of Las Vegas Nevada

From: Turner Construction  
Juhl project  
353 East Bonneville  
Las Vegas Nevada 89101

To whom it may concern:

Turner Construction wish's to request permission to temporarily rezone and occupy the property located at South east corner of Bonneville and 4<sup>th</sup> street, 5 parcels, in order to locate trailers; office staff, additional parking and storage yard on a temporary basis so that we will be adjacent to the juhl project that is under construction at this time. This has become necessary due to the additional room we need in order to build the juhl project site, being that it is such a confined site. Our current Trailer location is at Casino Center and Bonneville and has proven to be very difficult to operate out of, not being close to the site and size restraint.

We will be needing possession of this site for the duration of the juhl project starting immediately and running to June of 2008 when the project will be complete.

This is very important to the project for numerous reasons such as safety, security, visibility to the site and general daily duties that must be preformed. Our previous location does not allow for this due to the remote location of our trailers at Casino center and Bonneville.

We will fence the site off and maintain a very organized and clean area as not to disrupt others that are close to this area. The Housing that is located on the site will be secured as to keep vagrants from occupying any of these homes and will be used for storage and temp. office space for several of our Subcontractors, again due to the fact that the juhl site is so confined, there is not any room for them to set up any office space on site. Again this will be within the fenced in area and will be kept up in appearance in order not to create any problems with the neighbors.

We appreciate your consideration and hope that this can be done as soon as possible as it is causing numerous issues with trying to complete the juhl project.

Sincerely

A handwritten signature in black ink, appearing to read "Raymond A. Swanson", with a horizontal line extending to the right.

Raymond A. Swanson  
Sr. Project Superintendent



APPLICATION FOR  
WALL / FENCES  
RETAINING WALLS  
SINGLE LOT ONLY

A/P NUMBER (For Official Use Only): 73537-C-06

ADDRESS: 609 4TH STREET Las Vegas NV. 89101

OWNERS NAME: RLMB, LLC a Nevada limited Liability Company

PROJECT/BUSINESS NAME: JUHL CONDO PROJECT

RECORDED SUBDIVISION: \_\_\_\_\_

3591 CONTRACTOR: TURNER CONSTRUCTION SIGNATURE: [Signature]

CONTACT PHONE NO.: 544-2992 FAX: 430-8113

FOR: ☒ COMMERCIAL ☐ SINGLE FAMILY RESIDENCE

☒ NEW WALL/FENCE ☐ ADDING COURSES TO EXISTING (ENG. REQ.)

☐ CLV DESIGN "MASONRY WALL" ☐ ENGINEERED DESIGN "MASONRY WALL"

| FRONT  |        | REAR   |        | RETURN |        | RIGHT SIDE |        | LEFT SIDE |        |
|--------|--------|--------|--------|--------|--------|------------|--------|-----------|--------|
| LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH     | HEIGHT | LENGTH    | HEIGHT |
|        |        |        |        |        |        |            |        |           |        |
|        |        |        |        |        |        |            |        |           |        |
|        |        |        |        |        |        |            |        |           |        |

☐ CLV DESIGN "RETAINING WALL" ☐ ENGINEERED DESIGN "RETAINING WALL"

| FRONT  |        | REAR   |        | RETURN |        | RIGHT SIDE |        | LEFT SIDE |        |
|--------|--------|--------|--------|--------|--------|------------|--------|-----------|--------|
| LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH     | HEIGHT | LENGTH    | HEIGHT |
|        |        |        |        |        |        |            |        |           |        |
|        |        |        |        |        |        |            |        |           |        |
|        |        |        |        |        |        |            |        |           |        |

☒ CHAIN LINK ☐ CONCRETE ☐ ORNAMENTAL IRON ☐ SOLID WOOD ☐ WOOD PICKET  
☐ OTHER (DESCRIPTION) \_\_\_\_\_

| FRONT  |        | REAR   |        | RETURN |        | RIGHT SIDE |        | LEFT SIDE |        |
|--------|--------|--------|--------|--------|--------|------------|--------|-----------|--------|
| LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH | HEIGHT | LENGTH     | HEIGHT | LENGTH    | HEIGHT |
| 250'   | 6'     | 250    | 6'     |        |        | 140        | 6'     | 140'      | 6'     |
|        |        |        |        |        |        |            |        |           |        |
|        |        |        |        |        |        |            |        |           |        |

PLAN CHECK NUMBER

**JOB**

APPLICATION NUMBER

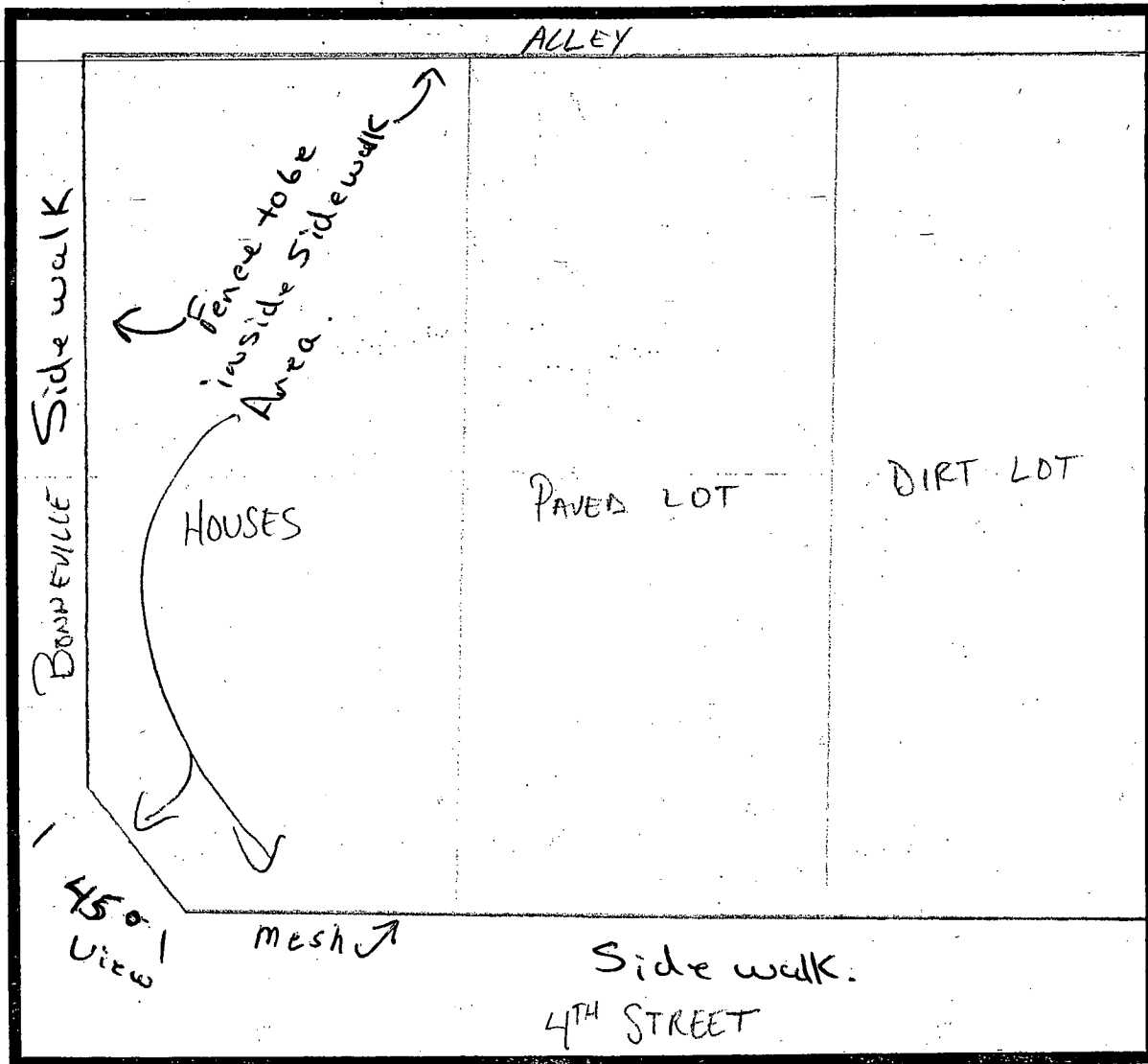
73537-C-06

ADDRESS

609 4<sup>TH</sup> ST.

PLOT PLAN

BACK P/L



FRONT P/L

250'

APPROVED  
BY *[Signature]* Site Plan for fencing Only  
10/6/06  
CURRENT PLANNING DIVISION  
CITY OF LAS VEGAS

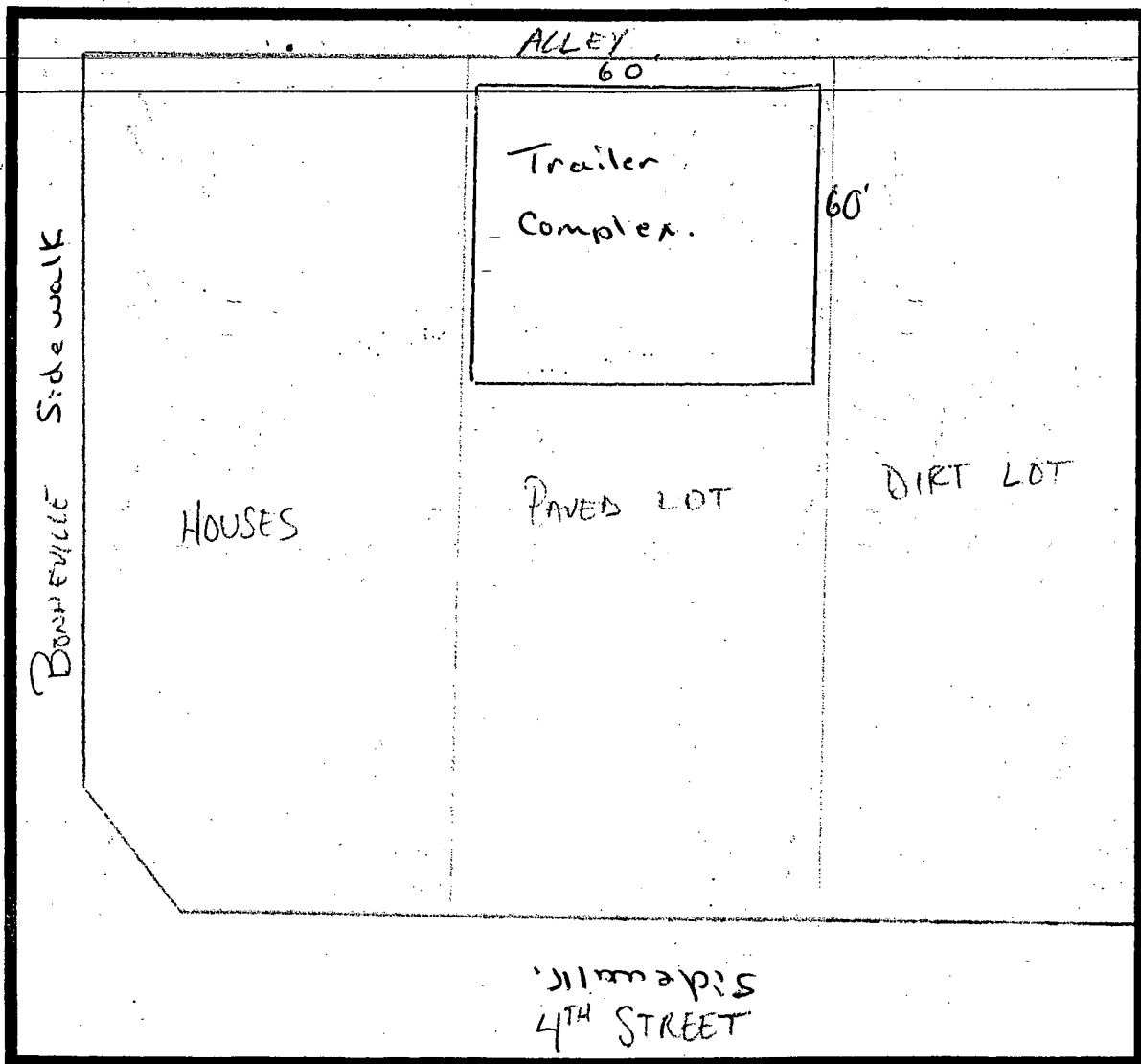
PLAN CHECK NUMBER \_\_\_\_\_

APPLICATION NUMBER 73534-C-06

ADDRESS 609 4<sup>TH</sup> ST.



**PLOT PLAN**  
**BACK P/L**



**FRONT P/L**

250'

# Deed

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# Separator Sheet

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## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on the First day of October, 2006 by and between Turner Construction Company ("Tenant"), whose address is 9330 Scranton Road Suite 150, San Diego, CA 92121 and Assemblage 4<sup>th</sup> & Bonneville, a Nevada Limited Liability Company ("Landlord"), whose address is 300 South 4<sup>th</sup> Street, Suite 815, Las Vegas, NV 89101. The terms of this Lease are as follows:

1. Landlord hereby leases to Tenant the premises ("Premises") located in Clark County, State of Nevada, more particularly described on Exhibit A to this Lease. The Premises includes all land, structures, improvements, facilities and equipment on the Premises at the commencement of this Lease.

2. The term ("Term") of this Lease shall be two (2) years, commencing on October 1, 2006, and continuing to September 31, 2008. Tenant has one option of extending the Term of this Lease for six (6) additional months ("Option to Extend") at the monthly rent set forth in paragraph 3 of this Lease. The Option to Extend shall be exercised by Tenant giving Landlord notice in writing of such election to extend at least three (3) months prior to the expiration of the Term. The Option to Extend shall automatically terminate and become null and void upon the earlier to occur of: (i) the termination of Tenant's right to possession of the Premises; (ii) upon an Event of Default, unless waived by Landlord in writing; or (iii) the failure of Tenant to timely or properly exercise the Option to Extend. Tenant may assign or sublease an interest in this Lease. No assignment shall relieve any party from any of its obligations under this Lease. Tenant may terminate this Lease or any extension of this Lease with (60) days written notice to Landlord.

3. The monthly rent for the Premises shall be \$1,511.44 per month. Prior to the first day of each month, Tenant will send a check for one month rent to Landlord at the following address: RLMB, LLC c/o Lisa Brady, 300 South 4<sup>th</sup> Street, Suite 815 Las Vegas, NV 89101.

4. Tenant shall defend, indemnify and hold harmless Landlord, Landlord's officers and employees of Landlord from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or occurring in connection with (a) Tenant's use of Premises during the Lease Term, or (b) from the conduct of Tenant's business, or (c) from any activity or work permitted by Tenant in or about the Premises during the Lease Term. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice by the Landlord, shall defend Landlord at Tenant's expense. Notwithstanding the foregoing, Tenant shall not be required to defend, indemnify or hold harmless Landlord, Landlord's officers and employees of Landlord from and against any liability for injury, loss, accident or damage to any person or property, expenses (including reasonable attorney's fees), penalties and charges arising from or occurring in connection with (a) Landlord, Landlord's officers, employees of Landlord or Landlord's contractor's, negligence, willful acts, or omissions, or (b) conditions existing on or at the Premises at the commencement of this Lease.

5. Tenant shall use the Premises to park vehicles, store construction equipment and store materials for the construction of the juhl condominium project located at 353 E. Bonneville Ave. and for office and clerical purposes. The Premises may be used for any other lawful purpose upon the prior written approval of Landlord. Tenant may install a chain linked fence to enclose the Premises. At the conclusion of this Lease, Tenant shall not be required to return the Premises to its pre-Lease condition. Tenant agrees not to use or permit the use of the Premises for any illegal purpose.

6. Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises, as a result of Tenants use of the Premises. In the event any such lien is attached to the Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord to satisfy a valid mechanic's lien or other valid lien's placed upon the Premises as a result of Tenants use of the Premises, shall be paid by Tenant to Landlord on demand as additional rent.

7. Tenant shall maintain Commercial General Liability insurance applicable to Tenants negligent use, occupancy or maintenance of the Premises, with a minimum combined single limit of one million dollars (\$1,000,000). Landlord shall be named as an additional insured on that Commercial General Liability Insurance policy, for claims arising out of Tenants negligent use, occupancy or maintenance of the Premises.

8. Tenant shall be responsible for the cost of all utilities and services requested and used by Tenant on the Premises during the Term of this Lease.

9. Tenant shall be responsible for the timely payment of all fees, expenses and charges that are specifically based on Tenants use of the Premises during the Term of this Lease. Landlord shall be responsible for the timely payment of all property taxes, assessments, fees, expenses and charges relating to the Premises that are not specifically based on Tenants use of the Premises.

10. This Lease shall be interpreted and enforced in accordance with the laws of the State of Nevada. In the event of litigation relating to the performance of any of the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.

11. Tenant agrees to permit Landlord, its agents and representatives to enter onto and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or to show the Premises to prospective purchasers, mortgagees, tenants or insurers, to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of Base Rent or Additional Rent by reason thereof.

12. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammable, explosives, radioactive materials (including radioactive isotopes), asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or

related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority, which has jurisdiction over the Premises.

Tenant shall not cause or permit to occur: (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground waste conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically disclosed and approved by Landlord.

13. Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, vandalism, fire, act of god, public enemy, riot, strike, insurrection, or war.

14. The following events shall be deemed to be events of default ("Events of Default") by Tenant under this Lease:

(a) If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due;

(b) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; or

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within sixty (60) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within sixty (60) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section 14(d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as additional rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

15. Upon the occurrence of any Event of Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from

Tenant the worth at the time of the award of the unpaid rent and other charges which had been earned at the time of the termination.

(b) Maintain Tenant's right to possession pursuant to Paragraph 2 of this Lease, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder, including reasonable charge for late payment of any installment of rent. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's right, at any time thereafter to terminate Tenant's right to possession and proceed in accordance with subsection (a) above;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Nevada; and

(d) Landlord's exercise of any right or remedy or failure to exercise any right or remedy shall not prevent it from exercising any other right or remedy.

16. In the event of holding over by Tenant after the expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to the terms of this Lease, without the written consent of Landlord, Tenant shall, throughout the entire holdover period, pay rent equal to 150% the rent which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of this Lease shall be construed to extend the term of this Lease.

17. All notices to be given under this Lease shall be in writing and sent to the address of the party to be notified as provided in this Lease (or to such other address as Tenant or Landlord may respectively designate by written notice to the other) as follows:

(a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier or the date on which confirmation is provided to sender by overnight courier that such document was delivered, whichever is sooner,

(c) hand delivery, in which case notice shall be deemed delivered upon receipt, or

(d) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered one (1) business day after transmittal by telecopier or other similar means, provided that a transmission report is generated by reflecting the accurate transmission of the notices.

18. Unless otherwise indicated, all references to paragraphs or sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference. Whenever this Lease refers to a number of days, such number shall refer

to calendar days unless business days are specified. As used in this Lease, "business day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which federally insured banks within the State of Nevada are open for business.

9/22/06

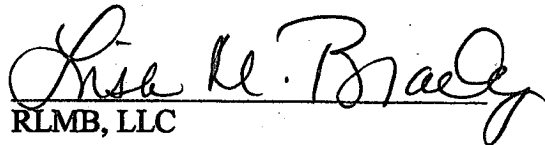
Date



Turner Construction Company  
Authorized Signatory

9/25/06

Date



RLMB, LLC  
Member: Lisa M. Brady

 COPY

**Exhibit A**

**Legal Description of Premises**

**Located in Clark County, NV, the properties are as follows:**

**APN - 139-34-311-137**

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on the First day of October, 2006 by and between Turner Construction Company ("Tenant"), whose address is 9330 Scranton Road Suite 150, San Diego, CA 92121 and RLMB, LLC a Nevada Limited Liability Company ("Landlord"), whose address is 300 South 4th Street, Suite 815, Las Vegas, NV 89101. The terms of this Lease are as follows:

1. Landlord hereby leases to Tenant the premises ("Premises") located in Clark County, State of Nevada, more particularly described on Exhibit A to this Lease. The Premises includes all land, structures, improvements, facilities and equipment on the Premises at the commencement of this Lease.
2. The term ("Term") of this Lease shall be two (2) years, commencing on October 1, 2006, and continuing to September 31, 2008. Tenant has one option of extending the Term of this Lease for six (6) additional months ("Option to Extend") at the monthly rent set forth in paragraph 3 of this Lease. The Option to Extend shall be exercised by Tenant giving Landlord notice in writing of such election to extend at least three (3) months prior to the expiration of the Term. The Option to Extend shall automatically terminate and become null and void upon the earlier to occur of: (i) the termination of Tenant's right to possession of the Premises; (ii) upon an Event of Default, unless waived by Landlord in writing; or (iii) the failure of Tenant to timely or properly exercise the Option to Extend. Tenant may assign or sublease an interest in this Lease. No assignment shall relieve any party from any of its obligations under this Lease. Tenant may terminate this Lease or any extension of this Lease with (60) days written notice to Landlord.
3. The monthly rent for the Premises shall be \$3,929.74 per month. Prior to the first day of each month, Tenant will send a check for one months rent to Landlord at the following address: RLMB, LLC c/o Lisa Brady, 300 South 4th Street, Suite 815 Las Vegas, NV 89101.
4. Tenant shall defend, indemnify and hold harmless Landlord, Landlord's officers and employees of Landlord from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or occurring in connection with (a) Tenant's use of Premises during the Lease Term, or (b) from the conduct of Tenant's business, or (c) from any activity or work permitted by Tenant in or about the Premises during the Lease Term. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice by the Landlord, shall defend Landlord at Tenant's expense. Notwithstanding the foregoing, Tenant shall not be required to defend, indemnify or hold harmless Landlord, Landlord's officers and employees of Landlord from and against any liability for injury, loss, accident or damage to any person or property, expenses (including reasonable attorney's fees), penalties and charges arising from or occurring in connection with (a) Landlord, Landlord's officers, employees of Landlord or Landlord's contractor's, negligence, willful acts, or omissions, or (b) conditions existing on or at the Premises at the commencement of this Lease.

5. Tenant shall use the Premises to park vehicles, store construction equipment and store materials for the construction of the juhl condominium project located at 353 E. Bonneville Ave. and for office and clerical purposes. The Premises may be used for any other lawful purpose upon the prior written approval of Landlord. Tenant may install a chain linked fence to enclose the Premises. At the conclusion of this Lease, Tenant shall not be required to return the Premises to its pre-Lease condition. Tenant agrees not to use or permit the use of the Premises for any illegal purpose.

6. Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises, as a result of Tenants use of the Premises. In the event any such lien is attached to the Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord to satisfy a valid mechanic's lien or other valid lien's placed upon the Premises as a result of Tenants use of the Premises, shall be paid by Tenant to Landlord on demand as additional rent.

7. Tenant shall maintain Commercial General Liability insurance applicable to Tenants negligent use, occupancy or maintenance of the Premises, with a minimum combined single limit of one million dollars (\$1,000,000). Landlord shall be named as an additional insured on that Commercial General Liability Insurance policy, for claims arising out of Tenants negligent use, occupancy or maintenance of the Premises.

8. Tenant shall be responsible for the cost of all utilities and services requested and used by Tenant on the Premises during the Term of this Lease.

9. Tenant shall be responsible for the timely payment of all fees, expenses and charges that are specifically based on Tenants use of the Premises during the Term of this Lease. Landlord shall be responsible for the timely payment of all property taxes, assessments, fees, expenses and charges relating to the Premises that are not specifically based on Tenants use of the Premises.

10. This Lease shall be interpreted and enforced in accordance with the laws of the State of Nevada. In the event of litigation relating to the performance of any of the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.

11. Tenant agrees to permit Landlord, its agents and representatives to enter onto and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or to show the Premises to prospective purchasers, mortgagees, tenants or insurers, to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of Base Rent or Additional Rent by reason thereof.

12. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammable, explosives, radioactive materials (including radioactive isotopes), asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be

hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority, which has jurisdiction over the Premises.

Tenant shall not cause or permit to occur: (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground waste conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically disclosed and approved by Landlord.

13. Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, vandalism, fire, act of god, public enemy, riot, strike, insurrection, or war.

14. The following events shall be deemed to be events of default ("Events of Default") by Tenant under this Lease:

- (a) If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due;
- (b) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; or
- (d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within sixty (60) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within sixty (60) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section 14(d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as additional rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

15. Upon the occurrence of any Event of Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

- (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant the worth at the time of the award of the unpaid rent and other charges which had been earned at the time of the termination.
- (b) Maintain Tenant's right to possession pursuant to Paragraph 2 of this Lease, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder, including reasonable charge for late payment of any installment

of rent. Landlord's election to maintain Tenant's right to possession shall not prejudice Landlord's right, at any time thereafter to terminate Tenant's right to possession and proceed in accordance with subsection (a) above;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Nevada; and

(d) Landlord's exercise of any right or remedy or failure to exercise any right or remedy shall not prevent it from exercising any other right or remedy.

16. In the event of holding over by Tenant after the expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to the terms of this Lease, without the written consent of Landlord, Tenant shall, throughout the entire holdover period, pay rent equal to 150% the rent which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of this Lease shall be construed to extend the term of this Lease.

17. All notices to be given under this Lease shall be in writing and sent to the address of the party to be notified as provided in this Lease (or to such other address as Tenant or Landlord may respectively designate by written notice to the other) as follows: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier or the date on which confirmation is provided to sender by overnight courier that such document was delivered, whichever is sooner,

hand delivery, in which case notice shall be deemed delivered upon receipt, or telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered one (1) business day after transmittal by telecopier or other similar means, provided that a transmission report is generated by reflecting the accurate transmission of the notices.

18. Unless otherwise indicated, all references to paragraphs or sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference. Whenever this Lease refers to a number of days, such number shall refer to calendar days unless business days are specified. As used in this Lease, "business day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which federally insured banks within the State of Nevada are open for business.

Date

9/22/06

Turner Construction Company  
Authorized Signatory

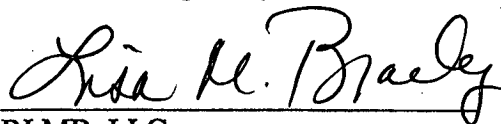


Date

9/25/06

RLMB, LLC

Member: Lisa M. Brady



**Exhibit A**

**Legal Description of Premises**

**Located in Clark County, NV, the properties are as follows:**

**APN -       139-34-311-133  
              139-34-311-134  
              139-34-311-135  
              139-34-311-136**

# Application

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A P P L I C A T I O N

Separator Sheet

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CITY OF LAS VEGAS  
DEPARTMENT OF BUILDING & SAFETY  
PERMIT APPLICATION

BAR CODE HERE

TYPE OR PRINT (BLACK INK ONLY)

Project # 73534-C-06

Parent Project # \_\_\_\_\_

FOR: ☒ Commercial & Public Structures

☐ Single Family Residence

WORK DESCRIPTION: TEMPORARY CONSTRUCTION TRAILER

PERMITS REQUESTED: ☐ Building

☐ Mechanical Val

☐ Plumbing Val

☐ Electrical Val

500

TOTAL VALUATION: \$ 15000

ADDRESS: 609 4TH STREET

ZIP 89101

OWNER/BUILDER NAME: RLMB, LLC a Nevada Limited Liability Company

CONTRACTOR: TURNER CONSTRUCTION

PROJECT/BUSINESS NAME: JUHL CONDO PROJECT

CONTACT PHONE NO.: -544-2992

CONTACT FAX NO.: 430-8113

STATE CONTRACTOR LICENSE NO.: 0008579

CITY BUSINESS LICENSE NO.: C12-04731-C-120952

APN - 139-34-311-133 | 139-34-311-136

PARCEL NO.: 139-34-311-134 | 139-34-311-137

ZONE: C-1

LOT(s): 6E7

BLOCK: 40

SUBDIVISION: Clark Las Vegas Town Site

OCCUPANCY GROUP: \_\_\_\_\_

USE: Temp Offices For Juhl Project

CONST. TYPE: Juhl Project

SQUARE FT OF FLOOR AREAS: 1<sup>st</sup> 1200

2<sup>nd</sup> NA

3<sup>rd</sup> NA

Garage NA

Patio NA

Balcony NA

Total \_\_\_\_\_

No. of Units \_\_\_\_\_

No. of Stories 1

SPECIAL CONDITIONS: Temp. Use For Trailers Parking etc. For Const.

of Juhl Project at 353 E. Bonneville.

I state that the information I have supplied on this application is true and correct. By signing this application, I agree to comply with all conditions as noted on this permit.

[Signature]  
Contractor or Agent / Owner

9-21-06

Date

[Signature]  
Planning Department

10/6/06  
Date

Land Development/Flood Control Engr. \_\_\_\_\_

Date \_\_\_\_\_

Fire Department \_\_\_\_\_

Date \_\_\_\_\_

Building Department \_\_\_\_\_

Date \_\_\_\_\_

TOTAL PERMIT FEE: \$ \_\_\_\_\_

PRE-PAID: Plan Review \$ \_\_\_\_\_

PRE-PAID: Zoning \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**Permit Expires 180 Days After  
Abandonment of Work**

Permits expire when no inspection has been requested for any  
180-day period after the permit has been issued.

