

Action Letter



Separator Sheet



TEMPORARY COMMERCIAL PERMIT

TEMPORARY PARKING FACILITY

TCP-20287

Valid March 02, 2007 To March 31, 2007



Description of Event: Temporary Parking on Parcel 13822803001 at Rainbow and Vegas Drive on the Southern end of the parcel. Permit Date valid from March 2 thru March 31. Conditions A thru E of the dust permit apply.

Applicant: Jermac
% las vegas athletic club
2655 S Maryland Pkwy #201
Las Vegas, NV 89109-8308
(702)734-8944 x

Parcel(s): 138-22-803-001
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:

See page 2 for conditions

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE



TEMPORARY COMMERCIAL PERMIT TEMPORARY PARKING FACILITY

TCP-20287

Valid March 02, 2007 To March 31, 2007



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

Application



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Las Vegas Athletic Club
Project Address (Location) 1725 N. Rainbow
Project Name Las Vegas Athletic Club Proposed Use Temporary Parking
Assessor's Parcel #(s) 13822803001 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing C1 proposed C1
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 2 Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER Jermac / Las Vegas Athletic Club Contact Chad Smith
Address 2655 S. Maryland Parkway Phone: 734-8944 Fax: 734-4891
City Las Vegas State NV Zip 89109

APPLICANT Same Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____

REPRESENTATIVE Winston Henderson Architects Contact Winston Henderson
Address 1555 E. Flamingo, Suite 350 Phone: 893-9700 Fax: 893-9797
City Las Vegas State NV Zip 89119

Property Owner Signature* James B. McCall - Manager

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

Print Name JAMES B. McCALL

Subscribed and sworn before me

This 26th day of February, 20 07
Clark, Nevada

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #

TCP-20287

Meeting Date: _____

Total Fee: 100.00

Date Received: *
3-1-07

Received By: John R. McCall

* 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.

Justification Letter



Separator Sheet

LAS VEGAS ATHLETIC CLUBS
2655 S. MARYLAND PARKWAY
LAS VEGAS, NEVADA 89109

LETTER OF JUSTIFICATION
TEMPORARY SPECIAL EVENT PARKING

January 11, 2007

Mr. Doug Rankin
City of Las Vegas
Department of Current Planning
731 S. Fourth Street
Las Vegas, Nevada 89101

Project: Las Vegas Athletic Club
1501 N. Rainbow Avenue

Re: TEMPORARY SPECIAL EVENT PARKING

Dear Mr. Rankin:

The Las Vegas Athletic club desires to use the undeveloped lot area immediately to the south of its' existing paved parking lot as temporary parking during the "New Years Membership Drive". With New Year's resolutions, the first 90 days of the year bring a temporary but dramatic increase in new patrons. We are concerned that the dramatic influx of new patrons may present hazardous conditions with some drivers attempting to park on the streets in the surrounding residential community.

The Athletic Club has initiated the process with the City of Las Vegas Planning Department and Public Works to pave the area in question.

Also, as this period represents a significant portion of membership enrollments for the entire year, it is critical to the continued success of the business. We therefore respectfully request approval of this temporary use.

Deed



Separator Sheet

ORIGINAL

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into as of August 23, 2005, by and between JERMAL, a Nevada Limited Liability Company ("Landlord"), and LVC ACQUISITION CORP., a Nevada Corporation (Tenant").

RECITALS

WHEREAS, Landlord holds title to certain real property located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). The Premises are located near the northwest corner of Vegas Drive and Rainbow Boulevard and consist of 285,704 square feet, as more fully described in Exhibit "A". Tenant, as master lessee, shall develop and operate the Premises in accordance with all the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, conditions and agreements contained herein to be done, kept and performed, and the terms and conditions of the Offer to Ground Lease dated July 5, 2005, which is incorporated herein by this reference, Landlord and Tenant do hereby agree as follows:

1. LEASED PREMISES.

The foregoing recitals and the Basic Lease Provisions are incorporated herein by this reference. Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the Premises (sometimes also referred to herein as the "Property") under the terms and conditions hereinafter provided in this Lease.

2. BASIC LEASE TERM.

2.1 Term. The term of this Lease shall commence on the date first above written (the "Lease Commencement Date") and shall terminate on December 1, 2057.

2.2 Option Periods. Provided Tenant is not in default beyond any cure period at the time of exercise of its option, or upon the commencement date of such option period, Tenant shall be entitled to four (4) consecutive option periods of ten (10) years each. In order to renew the terms of this Lease, Tenant shall give notice to Landlord of its exercise of the option to renew this Lease not less than one hundred eighty (180) days prior to the expiration of the current Lease term or option term, as applicable. Tenant

must exercise the options sequentially, but may exercise any or all of such options concurrently. In the event that Tenant fails to exercise any one of its options, all succeeding option periods shall be terminated. For purposes of this provision, Tenant shall not be deemed to be in default of this Lease unless Tenant has been sent written notice of the alleged default from Landlord, and any cure period allowed herein relative to such default has expired without Tenant having cured such default.

2.3 Quiet Enjoyment. Landlord covenants and warrants that so long as Tenant shall perform the obligations of Tenant contained herein and shall not be in default in the performance of any of such covenants, that Tenant, its subtenants, licensees, successors and assigns shall freely, peaceably, and quietly have, hold and enjoy the full and exclusive use and enjoyment of the Premises.

3. USE OF PREMISES; COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

3.1 Use. Throughout the term of this Lease and all extension(s) hereof, the Premises shall be used solely for first class retail/commercial projects, which may include a health and athletic club, provided such use is not a Prohibited Use or an Excluded Use (as defined in Sections 3.2 and 3.3 respectively) and conforms with the zoning and other laws applicable to the Premises. Tenant agrees not to conduct or permit to be conducted any public or private nuisance on or from the Premises, or to commit or permit to be committed any waste upon the Premises. Tenant may change the grade of the Premises and perform any other work reasonably necessary to cause the Premises to be suitable for Tenant's proposed use subject to Landlord's approval which shall not be unreasonably withheld. Prior to recordation, Landlord shall approve all documents to be recorded affecting the Premises, including without limitation, all easements, covenants, conditions and restrictions ("CC&R'S"), Reciprocal Easement Agreement ("REA") and Development Agreement, which approval shall not be unreasonably withheld or delayed.

3.2 Prohibited Uses. "Prohibited Uses" shall mean the following:

(a) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building on the Premises (excluding odors normally associated with the operation of a health club or a first class Restaurant);

(b) Any operation primarily used as a distribution facility or for any

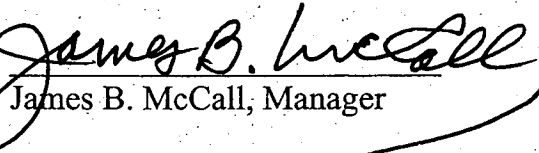
21.24 Subdivision. Tenant shall prepare and record a commercial sub-division for the Parcel including the payment of all costs connected therewith to accomplish the objectives set forth herein subject to Landlord's approval. Landlord agrees to cooperate with Tenant and execute all documents reasonably necessary to accomplish the above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

"Landlord"

JERMAC, a Nevada Limited
Liability Company

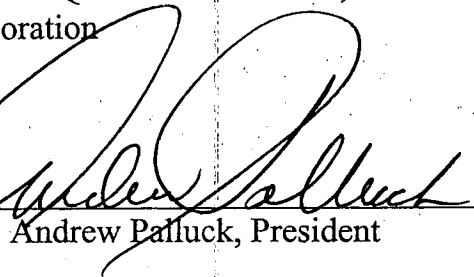
By:


James B. McCall, Manager

"Tenant"

LVC ACQUISITION CORP., a Nevada
Corporation

By:


Andrew Palluck, President

Legal Description



Separator Sheet

**LEGAL DESCRIPTION
PARCEL 2
COMMERCIAL SUBDIVISION
VEGAS DRIVE AND RAINBOW BOULEVARD**

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M. D. M., CLARK COUNTY, NEVADA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

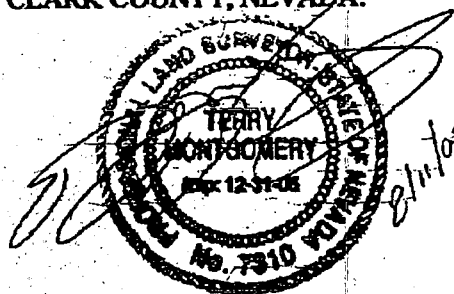
COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE SOUTHEAST
QUARTER (SE 1/4) OF SAID SECTION 22;
THENCE NORTH 00° 08' 12" EAST ALONG THE EASTERLY LINE OF THE
AFOREMENTIONED SOUTHEAST QUARTER OF SECTION 22, SAID LINE ALSO BEING
THE CENTERLINE OF RAINBOW BOULEVARD (80.00 FEET WIDE) 77.44 FEET;
THENCE NORTH 89° 51' 48" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY OF THE AFOREMENTIONED RAINBOW BOULEVARD,
SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 08' 12"
EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 581.32 FEET;
THENCE NORTH 89° 53' 47" WEST A DISTANCE OF 494.04 FEET TO A POINT ON THE
MOST EASTERLY RIGHT OF WAY LINE OF LAS VEGAS EXPRESSWAY (U. S. ROUTE
95) (WIDTH VARIES); THENCE SOUTH 02° 43' 34" WEST ALONG SAID EASTERLY
RIGHT OF WAY LINE A DISTANCE OF 14.34 FEET; THENCE SOUTH 00° 08' 10" EAST
CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 535.00
FEET TO A POINT ON THE MOST NORTHERLY RIGHT OF WAY LINE OF VEGAS
DRIVE (WIDTH VARIES); THENCE SOUTH 82° 55' 09" EAST ALONG SAID
NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 467.55 FEET TO A POINT ON A
TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF
25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 96° 56' 39" AN ARC LENGTH OF 42.30 FEET TO
THE POINT OF BEGINNING.

CONTAINING 285,704 SQUARE FEET OR 6.56 ACRES; MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 89° 21' 58" EAST - BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER
(SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22, TOWNSHIP 20
SOUTH, RANGE 60 EAST, M. D. M., CLARK COUNTY, NEVADA AS SHOWN UPON
THE FINAL MAP ENTITLED "TENAYA EAST NO 1B" RECORDED IN BOOK 47 OF
PLATS, PAGE 88, CLARK COUNTY RECORDS, CLARK COUNTY, NEVADA.

PREPARED BY: REDROCK ENGINEERING
AND SURVEYING, INC.



APN Map



Separator Sheet

Comments



Separator Sheet



RECEIVED
CC-DAQM

2006 JAN -9 A 10:51

APPLICATION FOR RENEWAL OF A DUST CONTROL PERMIT

1. PERMIT INFORMATION:

Permit Number: 21793-0105

Applicant/Permittee: M. C. NELSON CONSTRUCTION SERVICES

Project Name: LAS VEGAS ATHLETIC CLUB

Project Address/Location: 1501 N. RAINBOW BLVD.

Current permitted acreage: 14.5 Acreage to be renewed: 4.5

Include all previously modified acreage; attach revised map(s) showing total area to be included in renewed permit. mod 1 = renewal @ 14.5

Attach Owner's Designee form for any additional parcel(s) to be added.

2. INFORMATION TO BE CHANGED/MODIFIED:

☐ **Control Measures:**

Attach Project Activities Checklist (DCP02) and Control Measure Selection Pages (DCP03) for all modifications.

☐ **Contact Information:**

(Check all contacts to be modified or changed, if more than one list on separate page)

☐ Responsible Person

☐ On-site Contact

☐ Dust Control Monitor

Name: _____ Company: _____

On-site phone: _____ Cellular/Pager: _____

Dust Class Certification - Card #: _____ Expiration date: _____

☐ **Supplemental Forms:**

☐ Blasting

☐ Demolition

☐ Other

Attach modified and/or current forms if renewal includes Blasting and/or Demolition, for all other forms attach only if there is a change from current approved permit.

PAYMENT INFORMATION		TO BE COMPLETED BY THE APPLICANT	
PAYING BY		(Please Print)	
☐ CASH			
☐ CHECK	CHECK # _____		
	NAME AND ADDRESS AS IT APPEARS ON CHECK:		

	Telephone #: _____		
☐ CREDIT CARD	LAST FOUR DIGITS OF CREDIT CARD NUMBER: _____		
	EXACT NAME AS IT APPEARS ON CREDIT CARD: _____		

- A. I am authorized, on behalf of the individual or company listed in Section 1, as Applicant/Permittee, to apply for their Dust Control Permit and to commit to all of the terms and conditions of the requested permit.
- B. Construction activities will be limited to lands that the applicant/permittee either owns or is authorized to use for construction activities. The permit issued subsequent to this application is not a substitute for obtaining the property owners permission to use his land. Issuance of a Dust Control Permit is intended only for the purpose of controlling emissions of air pollutants and assuring compliance with Air Quality Regulations. The applicant/permittee agrees to hold harmless, indemnify, and defend Clark County, its employees and assigns from any claims that may arise due to any unauthorized use of land for construction activities.
- C. The permittee accepts responsibility for assuring that all contractors, subcontractors, and all other persons on the construction site covered by this permit, comply with the terms and conditions of the permit, the dust mitigation plan and all applicable Air Quality Regulations.
- D. The applicant/permittee understands that it is a condition of the permit that the permittee agrees to allow the inspection of the site for compliance with the terms and conditions of the permit and Air Quality Regulations at any time during the permittee's hours of operation by a DAQEM officer without prior notice or at any time pursuant to the investigation of a complaint or upon direct observation of emission and/or failure to maintain Best Management Practices.
- E. I understand that any material misrepresentation made in this application may invalidate the permit and that Clark County may pursue enforcement action against me. In addition, I understand any willful misrepresentation may result in criminal penalties. I declare under penalty of perjury that the foregoing is true and correct.

01-09-06
DATE

SIGNATURE

Owner / M. C. Nelson Construction Serv
TITLE AND COMPANY NAME

Name _____

Phone Number

FOR DAQEM USE ONLY		
01/20/06 ISSUE DATE	S Gonzalez ISSUED BY	20054402 POS #
1-9-06 DATE PAID	20 RECEIVED BY	
DAQEM REVIEW: [Signature]		DATE: 1-13-06
BLASTING APPROVAL (if applicable):		DATE:
DEMOLITION APPROVAL (if applicable):		DATE:
COMPLIANCE AREA ASSIGNMENT: NC		Hydrographic Area: 212
☐ Airport ☐ Blasting ☒ Commercial ☐ Demo-Structure ☐ Demo-Other ☐ Staging/Stockpiling		
☐ Highway ☐ Schools ☐ Residential ☐ Public Works ☐ Flood Detention ☐ Utilities ☐ Misc.		



Air Quality & Environmental Management

500 S. Grand Central Pkwy · Las Vegas, NV · 89155

Main Number : (702) 455-5942

Fax Number : (702) 383-9994

REPRINT

POS No. : 20066773

Receipt No. : 66988

Invoice Date : 01/09/2007

Due Date : 02/08/2007

Invoiced By : AO

To: Company

33341

M. C. Nelson Construction Services
2655 S Maryland Pkwy. STE 201

Las Vegas, NV 89109

*Fees are determined in accordance with the Department of Air Quality Management Regulations.
If invoice remains unpaid at 45 days of invoice date, a 10% late fee will be applied.*

Quantity	Description	Billing Code	Prorated	Fee	Extension
1.0	Oper Permit Issue - Dust	DP1	No	\$124.00	\$124.00
Amount Due :					\$124.00
Payments:					
	Date Received	Payment Type	Check No.	Amount	
	01/09/2007	Check	3940	\$124.00	
Total Payments:					\$124.00
Balance Due :					\$0.00

Remarks :

POS.One (1) acre, non refundable processing fee, to be applied to overall acreage for the current Dust Permit Application. Fees are Non-transferable.// renewal 21793



Air Quality & Environmental Management

500 S. Grand Central Parkway, 1st floor
Las Vegas NV 89155-1776
(702) 455-1524 · Fax (702) 383-9994

CLARK COUNTY · LAS VEGAS · NORTH LAS VEGAS · BOULDER CITY · HENDERSON · MESQUITE

DUST CONTROL PERMIT FOR CONSTRUCTION ACTIVITIES INCLUDING SURFACE GRADING AND TRENCHING

THIS PERMIT DOES NOT EXEMPT THE PERMITTEE FROM COMPLIANCE WITH THE ENDANGERED SPECIES ACT

Permit Number:

PAYMENT INFORMATION:

20054402/4644

21793-0105 Mod: 2 RENEWAL 0110 Fee: \$600.00

Permittee and Project Information

Permittee: M.C. Nelson Construction
Permittee Address: 2655 South Maryland Parkway, #201
City, State, Zip: Las Vegas NV 89109
Project Name: Las Vegas Athletic Club
Project Address: 1501 North Rainbow Boulevard
Located In: Township: 20 Range: 60 Section: 22
Project Acreage: 4.5 Accumulated Acreage 4.5

\$480⁰⁰ Balance Due

Location 2: NWC Rainbow Blvd and Vegas Dr/Lake Mead Blvd & Rainbow Blvd

Project Contact(s)

Normal Hours: Matt Nelson
Company: M.C. Nelson Construction
Phone: (702)277-1914

After Hours: Matt Nelson
Company: M.C. Nelson Construction
Phone: (702)277-1914

Signature Elements

Issue Date: 18-Jan-2006

Expiration Date: 10-Jan-2007

DUST CONTROL MEASURES MUST OCCUR 24 HOURS A DAY, 7 DAYS A WEEK

**THIS PERMIT ALONG WITH CONDITIONS OF PERMIT AND DUST MITIGATION PLAN MUST BE PROMINENTLY
DISPLAYED ON THE JOB SITE**

It is a condition of the issuance of any operating permit required by the commission or pursuant to any local ordinance for the control of air pollution that the holder of the operating permit agrees to permit inspection of the premises to which the permit relates by any authorized officer of the department at any time during the holder's hours of operation without prior notice. This condition must be stated on each application form and operating permit.
NRS 445B.580.

The issuance of this PERMIT does not relieve the PERMITTEE from compliance with all other applicable federal, state, county and local ordinances and regulations. Issuance of this PERMIT shall not be a defense to violations of any applicable ordinances or regulations.

Plans (PMT)



Separator Sheet
