



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Junkyard Pirates, LLC
Project Address (Location) 2121 Las Vegas Blvd. S. Las Vegas, NV 89104
Project Name Rodz for the Kause Proposed Use Carshow
Assessor's Parcel #(s) 162-03-410-004 Ward # 3
General Plan: existing proposed Zoning: existing C2 proposed
Commercial Square Footage 54,447 Floor Area Ratio
Gross Acres 2.3 Lots/Units Density
Additional Information

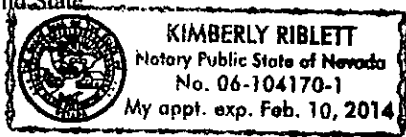
PROPERTY OWNER W2007 Stratospere Land Propco Contact Steve Angel
Address 2000 Las Vegas Blvd S Phone: (702) 944-4926 Fax: (702) 383-5346
City Las Vegas State NV Zip 89104
E-mail Address steven.angel@acepllc.com

APPLICANT Junkyard Pirates, LLC Contact Kelly Humphries
Address 3822 Broken Oak Lane Phone: (702) 592-5904 Fax:
City North Las Vegas State NV Zip 89032
E-mail Address Kelly@ratcityrukkus.com

REPRESENTATIVE Kelly Humphries Contact
Address 3822 Broken Oak Lane Phone: (702) 592-5904 Fax:
City North Las Vegas State NV Zip 89032
E-mail Address Kelly@ratcityrukkus.com

Property Owner Signature\* [Signature]
Print Name Steven Angel
Subscribed and sworn before me [Signature]
This 28th day of November, 2011

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY
Case # TCP-44022
Meeting Date: N/A
Total Fee: \$100
Date Received: 11/29/2011
Received By: [Signature]

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

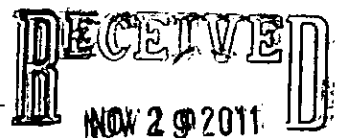
RODZ FOR THE RAUSE TO BE  
HELD AT THE STRATOSPHERE HOTEL  
DEC. 3<sup>RD</sup> 2011.

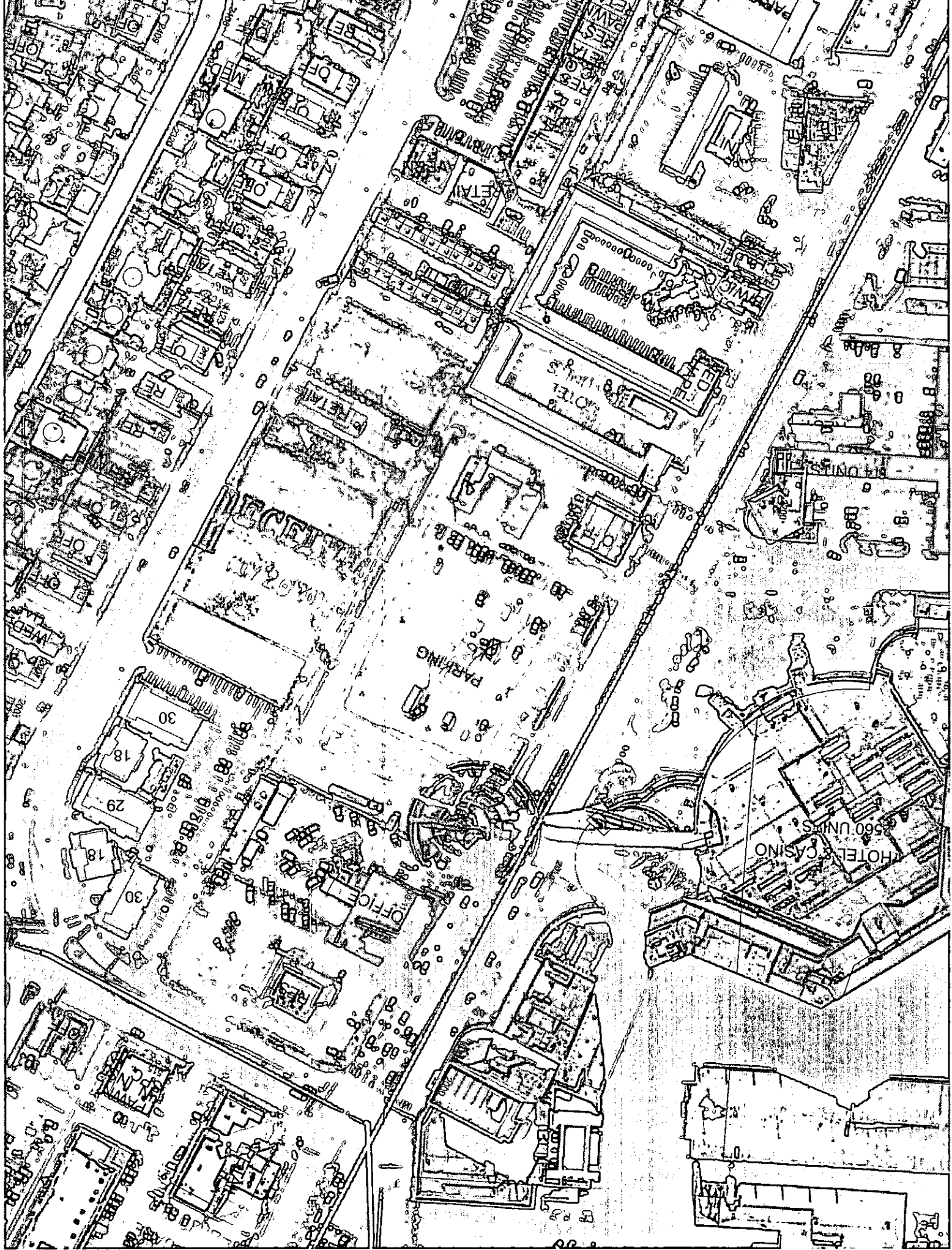
WE (THE JUNK YARD PIRATES) EXPECT  
AROUND 100 CARS, 10 VENDORS, AND  
1,000 PEOPLE.

THE LOAD IN FOR THE EVENT WILL BE  
AT 9AM AND OPEN TO THE PUBLIC  
AT 11:00AM. WITH THE SHOW ENDING  
AT 6PM. THERE WILL BE 3 BANDS  
3 FOOD TRUCKS, AND ONE BEER VENDOR  
PROVIDED BY THE STRATOSPHERE.

PLEASE CONTACT ME WITH ANY  
QUESTIONS. KELLY HUMPHRIES

702 592-5904





HOTEL CASINO  
566 UNITS

PARKING

OFFICE

HOTEL

30  
18  
29

30

30

30

30

30

**STATE OF NEVADA  
DECLARATION OF VALUE**

<b>FDR RECORDERS OPTIONAL USE ONLY</b>	
Document/Instrument#:	
Book:	Page:
Date of Recording:	<u>OK</u>
Notes:	<u>OK</u>

1. Assessor Parcel Number (s)  
 a) See attached.  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property:
- |                             |              |  |                 |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land  | b) <input type="checkbox"/>            | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/>            | 2-4 Plix        |
| e) <input type="checkbox"/> | Apt. Bldg.   | f) <input checked="" type="checkbox"/> | Comm/Ind'l      |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/>            | Mobile Home     |
| i) <input type="checkbox"/> | Other        |  |                 |

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)	\$	0.00
Transfer Tax Value:	\$	0.00
Real Property Transfer Tax Due:	\$	0.00

4. If Exemption Claimed:  
 a. Transfer Tax Exemption, per NRS 375.080, Section 9  
 b. Explain Reason for Exemption: A transfer to a limited liability company owned 100% by Grantor.

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature See attached Capacity Grantor  
 Signature \_\_\_\_\_ Capacity Grantee

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

Print Name: Stratosphere LLC  
 Address: c/o 85 Broad Street  
 City: New York  
 State: NY Zip: 10004

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: W2007 Stratosphere Propco, L.L.C.  
 Address: c/o 85 Broad Street  
 City: New York  
 State: NY Zip: 10004

**COMPANY/PERSON REQUESTING RECORDING**  
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Fidelity National Title  
 Address: 2310 Paseo Del Prado, Bldg. A Ste. 220-A  
 City: Las Vegas, NV 89102

Escrow # FT070005096

Zip: \_\_\_\_\_

(AS A PUBLIC RECORD, THIS INSTRUMENT MAY BE RECORDED)

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Assessor Parcel #s  
Stratosphere

162-03-301-004 through 009  
162-03-301-010 through 013  
162-03-301-015 and 016  
162-03-401-001 and 002  
162-04-710-041 and 042  
162-04-710-052 through 055  
162-04-710-043 through 050  
162-04-710-051  
162-04-813-098  
162-04-813-090 through 096  
162-04-813-097  
162-04-813-084 and 085  
162-04-813-086 through 089  
162-04-813-059 through 061

ASSESSOR'S COPY

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WITNESS MY HAND this \_\_\_\_\_ day of February, 2008.

STRATOSPHERE LLC, a Delaware limited liability company

By: American Casino & Entertainment Properties LLC, a Delaware limited liability company, its sole economic member

ASSESSOR'S

By: Alexandra Orved  
Name: Alexandra Orved  
Title: Vice President

STATE OF NEW YORK )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the \_\_\_\_\_ day of February, 2008 before me, the undersigned, a notary public in and for said state, personally appeared Alexandra Orved, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Buffy Jan  
Notary Public

BRITTANY JACKSON  
Notary Public, State of New York  
No. 01JA617428P  
Qualified in New York  
Commission Expires Sept 17, 2011

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Par, L.L.C., a Delaware limited liability company, W2007 ACEP Fifth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Fourth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Third Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Second Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, and the Company (the "Merger Agreement"), among other things, the parties to the Merger Agreement merged with and into the Company;

WHEREAS, pursuant to the Merger Agreement ACEP Second assigned, transferred and conveyed a 100% limited liability company interest in the Company to the Economic Members and the Economic Members were admitted to the Company as members and, immediately following such admissions, ACEP Second ceased to be a member of the Company; and

WHEREAS, the parties hereto now desire to amend and restate the Original Agreement in its entirety to reflect that the Economic Members, rather than ACEP Second, are now the Company's economic members and to continue the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the mutual agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Name. The name of the Company continued hereby is W2007 ACEP First Mezzanine A Gen-Par, L.L.C.

2. Company Purpose. (a) The Company is formed solely for the purpose of acquiring, financing, refinancing, holding, owning, selling, transferring, exchanging, managing and maintaining all of the general partner interests (the "General Partner Interest") in the Partnership, acting as the general partner of the Partnership, executing and performing the obligations of the general partner under the Partnership Agreement and transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing. Notwithstanding anything contained herein to the contrary, unless and until that certain loan in the original principal amount of three hundred and fifty million dollars (\$350,000,000) (the "Loan") and evidenced by that certain Loan Agreement, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Loan Agreement"), among Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"), Archon Group, L.P., as administrative agent, Wells Fargo Bank, N.A., as collateral agent, and American Casino & Entertainment Properties LLC, a Delaware limited liability company, Arizona Charlie's, LLC, a Nevada limited liability company, Fresca, LLC, a Nevada limited liability company, Gaming LLC, Aquarius Gaming LLC, a Nevada

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

W2007 ACEP FIRST MEZZANINE A GEN-PAR, L.L.C.

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of W2007 ACEP First Mezzanine A Gen-Par, L.L.C. (the "Company"), dated and effective as of June 25, 2009 (as amended from time to time, this "Agreement"), by and among (i) Stratosphere LLC, a Delaware limited liability company ("Stratosphere LLC"), Stratosphere Gaming LLC, a Nevada limited liability company ("Gaming LLC"), and Stratosphere Land LLC, a Delaware limited liability company ("Land LLC"), individually in their capacity as the economic members of the Company (collectively, the "Economic Members"); and (ii) Robert K. Rowell and Carolyn Danielsson individually in their capacity as the non-economic members of the Company (the "Non-Economic Members") (the Economic Members and the Non-Economic Members, and any additional or substitute members of the Company are hereinafter each referred to as a "Member" and collectively referred to as the "Members" of the Company).

RECITALS

WHEREAS, the Company was formed by W2007 ACEP Second Mezzanine A Borrower, L.P., a Delaware limited partnership ("ACEP Second"), as its sole economic member, and Robert K. Powell and Carolyn Danielsson, as its non-economic members (together with ACEP Second, the "Original Members") pursuant to the statutes and laws of the State of Delaware relating to limited liability companies, including, without limitation, the Delaware Limited Liability Company Act (6 Del. C. Section 18-101, et seq.), as amended from time to time (the "Act"), by (i) the filing of a Certificate of Formation of the Company, dated as of February 7, 2008, in the Office of the Secretary of State of the State of Delaware on February 7, 2008 (the "Certificate of Formation") and (ii) the execution of that certain Limited Liability Company Agreement dated of February 20, 2008 (the "Original Agreement");

WHEREAS, the Company is the sole general partner of W2007 ACEP First Mezzanine A Borrower, L.P., a Delaware limited partnership (the "Partnership"), pursuant to the terms of the Amended and Restated Limited Partnership Agreement of the Partnership, dated and effective as of the date hereof (as amended from time to time, the "Partnership Agreement");

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of the date hereof, between W2007 ACEP Ninth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Eighth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Seventh Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Sixth Mezzanine A Gen-

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limited liability company, the Partnership, the Company, W2007 ACEP First Mezzanine B Borrower, L.P., a Delaware limited partnership, W2007 Aquarius Propco, L.P., a Delaware limited partnership, W2007 Stratosphere Propco, L.P., a Delaware limited partnership, W2007 Stratosphere Land Propco, L.P., a Delaware limited partnership, W2007 Arizona Charlie's Propco, L.P., a Delaware limited partnership, and W2007 Fresca Propco, L.P., a Delaware limited partnership, as borrowers, is no longer outstanding, or unless otherwise approved in writing by Lender or Administrative Agent (as directed by the Required Lenders), the Company shall not engage in any business, and it shall have no purpose, unrelated to that described in the first sentence of this Section 2(a) and shall not acquire any real property or own assets other than such assets and interests as are necessary or desirable and are not prohibited by the terms of the Loan Agreement for the Company to own in conjunction with carrying out the purposes of the Company. Except to the extent permitted in the Loan Agreement, the Company shall not engage in any business other than the acquisition, financing, refinancing, holding, ownership, sale, transferring, exchanging, management and maintenance of the General Partner Interest.

(b) The Company, any Economic Member, any Manager (as defined hereinafter) or any Officer (as defined hereinafter) on behalf of the Company, are hereby authorized to execute, deliver and perform its obligations under all the organizational documents of the Partnership (any such actions taken prior to the date hereof are hereby ratified and confirmed in all respects) and to cause the Partnership to enter into, execute, deliver and perform its obligations under the agreements set forth in Exhibit A attached to the Partnership Agreement and any and all other documents, instruments, contracts, papers, certificates, guaranties, indemnities or agreements necessary, appropriate or desirable to effect, consummate or facilitate the transactions and arrangements contemplated by the Loan Agreement (including, without limitation, financing statements) (the "Loan Documents") without any further act, vote or approval of any Person (as defined herein), notwithstanding any other provision of this Agreement to the contrary. The foregoing authorization shall not be deemed a restriction on the power of any Economic Member or any Manager or any Officer to enter into other agreements on behalf of the Company in accordance with the terms of this Agreement and the Loan Agreement.

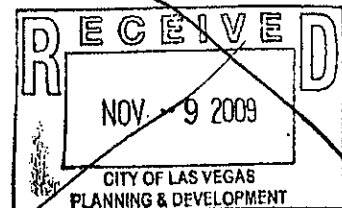
(c) Authorized Persons. Alan Kava was an "authorized person" within the meaning of the Act, for the purposes of delivering and filing the Certificate of Formation with the Secretary of State of the State of Delaware. Each of the Economic Member, Steven Angel, Adam Brooks, Elizabeth Burban, Anthony Cacioppo, Brahm Cramer, Jerome Karr, Alan Kava, Jonathan Langer, Roy Lapidus, Josephine Scesney, Lauren Wainwright and Peter Weidman is hereby designated as an "authorized person" within the meaning of the Act and any one of such authorized persons is hereby authorized and shall execute, deliver and file any other certificates or documents (and any amendments and/or restatements thereof) on behalf of the Company, including, but not limited to, those that are necessary for the appointment and engagement of the individuals acting as the Non-Economic Members. The existence of the Company as a separate legal

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Fee: \$30.00 RPTT: EX#009  
N/C Fee: \$25.00

03/05/2008 15:13:46  
T20080037970

Requestor:  
FIDELITY NATIONAL TITLE

Debbie Conway BRT  
Clark County Recorder Pgs: 20

162-03-301-004  
APN: See attached

WHEN RECORDED MAIL THIS  
INSTRUMENT TO:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Anthony J. Colletta, Esq.

20

MAIL TAX STATEMENTS TO:

W2007/ACEP Holdings, LLC  
c/o Goldman, Sachs & Co.  
85 Broad Street  
New York, New York 10004  
Attention: Whitehall Chief Financial Officer

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That STRATOSPHERE LLC, a Delaware limited liability company (F/K/A STRATOSPHERE CORPORATION, a Delaware corporation), FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to W2007 STRATOSPHERE PROPCO, L.L.C., a Delaware limited liability company, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

Subject to: (i) taxes for the current fiscal year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; (ii) restrictions, conditions, reservations, rights of way and easements affecting the use and occupancy of this property as the same may now appear of record; and (iii) encumbrances of record.

[Signature appears on following page.]

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first above written.

ECONOMIC MEMBERS:

STRATOSPHERE LLC, a Delaware limited liability company

By: American Casino & Entertainment Properties LLC, a Delaware limited liability company, its sole economic member

By:

  
Name: \_\_\_\_\_  
Title: Oleg Yablonovskiy  
Authorized Signatory

STRATOSPHERE GAMING LLC, a Nevada limited liability company

By: Stratosphere LLC, a Delaware limited liability company, its sole economic member

By: American Casino & Entertainment Properties LLC, a Delaware limited liability company, its sole economic member

By:

  
Name: \_\_\_\_\_  
Title: Oleg Yablonovskiy  
Authorized Signatory

[Signatures continue on next page]

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Amended & Restated LLC First Mezz A Gen-Par, L.L.C. Agreement

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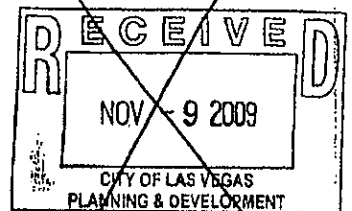


Exhibit B

Managers

Brahm S. Cramer  
Heather Allsop  
Steven Angel  
Zachary Bornstein  
Adam J. Brooks  
Elizabeth M. Burban  
Anthony J. Cacioppo  
Guillaume Cassou  
Eniela Cruickshank  
Jean A. De Pourtales  
Jeffrey M. Fine  
James R. Garman  
James D. Geiger  
Rachel Gonzalez  
Benoit Herault  
Deborah L. Hudspeth  
Jerome S. Karr  
Alan S. Kava  
Jonathan A. Langer  
Roy I. Lapidus  
Jonathan Lurie  
Kathleen T. McCarthy  
Penny A. McSpadden  
Veronique Menard  
Richard Powers  
Chhaya P. Prasad  
Stefano Questa  
Mark G. Riemann  
Josephine Scsney  
James C. Seppala  
Edward M. Siskind  
Robert C. Springer  
Patrick Sweeney  
Patrick M. Tribolet  
Lauren L. Wainwright  
Michael M. Watts  
Peter A. Weidman  
Mitchell S. Weiss  
Aaron D. Wetherill  
Todd A. Williams  
Oleg Yablonovskiy

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Assessor Parcel #s  
Stratosphere

- 162-03-301-004 through 009
- 162-03-301-010 through 013
- 162-03-301-015 and 016
- 162-03-401-001 and 002
- 162-04-710-041 and 042
- 162-04-710-052 through 055
- 162-04-710-043 through 050
- 162-04-710-051
- 162-04-813-098
- 162-04-813-090 through 096
- 162-04-813-097
- 162-04-813-084 and 085
- 162-04-813-086 through 089
- 162-04-813-059 through 061

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# TEMPORARY COMMERCIAL PERMIT

FESTIVAL

TCP-44022

Valid December 03, 2011 To December 03, 2011

Description of Event: TCP-44022 - TEMPORARY COMMERCIAL PERMIT for Rodz For the Kause located at 2121 South Las Vegas Boulevard. The car show will take place on December 3, 2011 from 8 AM until 6 p.m. There will be three bands and 10 total vendors. The show will bring up to 100 cars and 1000 attendees. All parking will be provided by the Stratosphere parking garage.

Applicant: Junkyard Pirates, Llc  
3822 Broken Oak Lane  
Las Vegas, NV 89032-4511  
(702)592-5904 x

Parcel(s): 162-03-410-004  
Ward(s): WARD 3 (BOB COFFIN)

**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 TEMPORARY COMMERCIAL PERMIT IS NOT VALID UNTIL THE FOLLOWING DEPARTMENT APPROVALS / PERMITS / LICENSES HAVE BEEN OBTAINED:

FIRE \_\_\_\_\_ (Initials)

BUSINESS SERVICES \_\_\_\_\_ (Initials)

SEWER \_\_\_\_\_ (Initials)

TRAFFIC \_\_\_\_\_ (Initials)

4-08-11

[Handwritten signature]

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



# TEMPORARY COMMERCIAL PERMIT FESTIVAL TCP-44022

Valid December 03, 2011 To December 03, 2011

1. BUSINESS HOURS SHALL BE FROM 8 AM TO 6 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 date stamped 11-29-11.
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.

[Signature]  
SENIOR PLANNER SIGNATURE

11-30-11  
DATE

\_\_\_\_\_  
PLANNING MANAGER SIGNATURE

\_\_\_\_\_  
DATE

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