



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Sletten Construction of Nevada Lay Down Yard/Staging Area 2
Project Address (Location) 122 E Clark Ave
Project Name Sletten Construction Staging Area 2 Proposed Use Staging Area
Assessor's Parcel #(s) 139-34-302-009 Ward # 3
General Plan: existing proposed Zoning: existing C-2 proposed
Commercial Square Footage 21,000 Floor Area Ratio 0
Gross Acres <1 Lots/Units 9 Density 0
Additional Information Use property for staging area for the project known as CCDC North Tower Renovation

PROPERTY OWNER FC/LW Vegas LLC Contact Eric Louttit
Address 50 Public Square, Suite 1000-B Phone: (216) 416-3740 Fax: (216) 479-2446
City Cleveland State OH Zip 44113
E-mail Address ericlouttit@forestcity.net

APPLICANT Sletten Construction Contact Matt McCullough
Address 5825 S Polaris Ave Phone: (702) 739-8770 Fax: (702) 739-9932
City Las Vegas State NV Zip 89118
E-mail Address mmccullough@sletteninc.com

REPRESENTATIVE Sletten Construction Contact Matt McCullough
Address 5825 S Polaris Ave Phone: (702) 739-8770 Fax: (702) 739-9932
City Las Vegas State NV Zip 89118
E-mail Address mmccullough@sletteninc.com

Property Owner Signature\*

[Handwritten signature of Eric Louttit]

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

Print Name Eric Louttit

Subscribed and sworn before me

This 25th day of February, 2013

[Handwritten signature of Notary Public]

Notary Public in and for said County and State

my commission expires 12/1/2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # EP-48514
Meeting Date: -
Total Fee: 100.00
Date Received: 2/27/2013
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.



LAS VEGAS • PHOENIX • GREAT FALLS • BOISE • CODY

Sletten Construction  
of Nevada, Inc.  
5825 South Polaris Avenue  
Las Vegas, NV 89118  
Telephone: (702) 739-8770  
Fax: (702) 739-9932  
NV License # 23972

February 25, 2013

To Whom it may concern:

This letter of justification is submitted for your determination by Sletten Construction of Nevada, Inc. and concerns the property located in the downtown area of Las Vegas. Address of the property is 122 E Clark Ave.

Assessor Parcel Number: 139-34-302-009

Issue:

We are proposing to use the above location for a staging area/lay down yard for our project at the CCDC North Tower, located at 330 S casino Center Blvd. We will be accessing the the North Tower through the loading dock area which is located on First St and Lewis. The property will be used for staging and storing of materials and parking of vehicles for the construction crews.

Information:

The project will be active between the hours of 5AM and 5PM Monday through Friday and on Saturday and Sunday as required by the project. The Project will be approximately completed in March 2014.

We will be providing our own temporary toilet facilities at our adjacent site.

The property will be fenced with temporary fencing.

We will be stabilizing the property and will leave it in better condition than it currently is.

We will be following all requirements of Clark County Air Quality and have submitted for a dust permit for this property.

The area will be primarily used for parking and storage of building materials for the project.

The use will be similar to the property we currently have permitted across the street (TCP-444341) and similar to the west that is currently being utilized as a lay down/staging area by Whiting Turner for the construction on the new City Hall.

Thank you for your consideration of our request for the property.

Sincerely,

Matt McCullough  
Sletten Construction of Nevada, Inc.

## LICENSE AND INDEMNITY AGREEMENT

THIS LICENSE AND INDEMNITY AGREEMENT ("License Agreement") is entered into as of the 20<sup>th</sup> day of FEBRUARY, 2013 (the "Effective Date") by FC/LW VEGAS, LLC, a Delaware limited liability company ("FC/LW" or the "Licensor"), and Sletten Construction of Nevada, Inc., a NEVADA corporation (the "Licensee").

WHEREAS, FC/LW owns certain land located in the City of Las Vegas, State of Nevada and depicted as Lot A on Exhibit A attached hereto and made a part hereof (the "Property") and other land contiguous to or in the vicinity of the Property; and

WHEREAS, Licensee is performing, or intends to perform, certain construction activities on land contiguous to and/or in the vicinity of the Property (the "Construction Work"), and desires temporary access to the Property for the purpose of construction staging relating to the Construction Work; and

WHEREAS, Licensor agrees to grant Licensee such access subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the following covenants and undertakings, the parties hereto agree as follows:

1. Grant of License; License Fee. Licensor hereby grants to Licensee, and its respective agents, employees, consultants, contractors and subcontractors (collectively, the "Representatives") a temporary license ("License") for reasonable, non-exclusive ingress, egress and access to the Property for, and only for, construction staging relating to the Construction Work and any work required by this License Agreement (collectively, the "License Activities"). The License shall be for a period commencing on the Effective Date and shall automatically expire without further notice or action of either Licensor or Licensee on the earlier to occur of (a) completion of Construction Work, (b) sixty (60) days following the date of any written notice of termination by Licensor to Licensee, which notice of termination may be given by Licensor at any time in its sole and absolute discretion, or (c) the applicable "Expiration Date" described on Exhibit B attached hereto and made a part hereof ("License Period"). Licensee does not and shall not claim any interest or estate of any kind in the Property by virtue of the License. All rights, powers and privileges under this License Agreement are subordinate and subject to all currently existing estates or interests in the Property, and to all deed restrictions, easements, rights of way, zoning regulations and other matters of record. All costs and expenses related to this License Agreement and the License Activities shall be borne by Licensee. Licensee shall pay to Licensor from and after the Effective Date as rent for the use and occupancy of the Property the monthly fees described on Exhibit B attached hereto which shall be payable, in advance, on the first day of each month during the License Period (collectively, the "License Fee"). Said License Fee shall be

paid by check made out to Licensor and mailed to Licensor's offices at 50 Public Square, Suite 1000-B, Cleveland, OH 44113, Attn: Eric J. Louttit. Failure to timely pay the License Fee as set forth in this License Agreement shall be considered an event of default of the terms and conditions of this License Agreement and shall constitute grounds for immediate termination of the License Agreement by Licensor.

2. Fencing; Minimum Disturbance. Licensee shall, at its sole cost and expense, install fencing necessary to secure the Property throughout the License Period and remove such fencing at the end of such License Period. Licensee shall (and shall cause the Representatives to) perform all License Activities with reasonable due care, diligence and cooperation with Licensor, Licensor's tenants (if any) and their respective customers, employees, agents and invitees to avoid accident, damage or harm to persons or property and unreasonable delay to or interference with the operations or businesses of such parties. Licensee shall, at its sole cost and expense, promptly repair and restore any property damaged as a result of the License Activities to substantially the same condition as such property existed immediately prior to Licensee's entry upon the Property. Such work shall be performed in a good and workmanlike manner with reasonable diligence in compliance with all applicable laws and regulations. If Licensee shall fail to perform as aforesaid, Licensor may, at its sole option, perform such work at the sole cost and expense of Licensee.
3. Compliance with Laws; Permits. Licensee shall (and shall cause the Representatives to) conduct all License Activities in compliance with all applicable laws and permits, including, without limitation, installation of any required soil stabilization material on the Property. Licensee, at its sole cost and expense, shall be responsible for obtaining any and all permits and approvals from any governmental authority which may be necessary for it to conduct any License Activities on the Property. Licensor shall cooperate, at Licensee's expense, with any reasonable request by Licensee for information or assistance in Licensee's efforts to obtain necessary governmental permits and approvals.
4. Indemnity. Licensee shall indemnify, defend and hold harmless Licensor from and against any and all claims, suits, actions, judgments, demands, damages, fines and penalties, (including but not limited to reasonable attorneys' fees) (collectively, "Claims") incurred or suffered by, or claimed against Licensor which arise directly out of the performance of the License Activities by Licensee or the Representatives or out of Licensee's failure to perform any of its obligations under this License Agreement. Licensor agrees to give notice to Licensee of any Claim received or incurred by Licensor which is subject to this indemnification within thirty (30) days after Licensor first receives notice of such Claim. Licensor shall cooperate, at Licensee's expense, with Licensee in defending or resisting such Claims. The provisions of this Section 4 shall survive any expiration or termination of this License Agreement.

5. Successors and Assigns; Assignment. The License is personal to Licensee and the Representatives and the privileges appurtenant thereto shall not inure to the successors and/or assigns of Licensee without the prior written consent of Licensor, in its sole discretion. This License and the respective rights and obligations hereunder shall be binding upon and inure to the benefit of Licensor, Licensee, and their respective permitted successors and assigns.
6. Entire Agreement. This License Agreement represents the full, complete and entire agreement between the parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this License Agreement.
7. Amendments. This License Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by Licensee and Licensor.
8. Governing Law. This License Agreement shall be construed, interpreted and governed by and in accordance with the local law of the State of Nevada, without reference to any choice of law rules or policies which may refer the resolution of any dispute arising hereunder to the laws of any other jurisdiction.
9. Attorneys' Fees. If any action or proceeding is brought to enforce the terms of this License Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses in connection with prosecuting or defending such action.
10. Insurance Coverage. During the License Period, Licensee shall carry, or cause to be carried, with respect to the Representatives and all other persons present at the Property at the instance of Licensee, at least the following minimum insurance coverages:
  - (a) Worker's Compensation – statutory limits;
  - (b) Automotive Liability – for all vehicles with minimum limits of \$1,000,000; and
  - (c) Commercial General Liability – with premises operations coverage and minimum limits of \$1,000,000 per occurrence and with Licensor named as additional insured thereunder.

Licensee shall provide to Licensor original certificates evidencing the existence and amount of such coverages prior to initial entry on the Property.

11. Liens. Licensee shall not permit or suffer any lien or claim of lien to be put upon or arise or accrue against any part of the Property in favor of any parties engaged by Licensee. Licensee shall hold Licensor and the Property free from and against any and all liens or claims thereof that may accrue under or be based upon any mechanics' lien law or similar law, now in force or hereafter to be enacted, resulting from Licensee and any Representative's activities on the Property, and

shall cause the same to be released, or remedied by bonding or other statutory procedure, within sixty (60) days after notice of the assertion or filing of such lien or claim of lien. The provisions of this Section 11 shall survive the expiration or termination of this License Agreement.

12. Negation of Other Relations. This License Agreement does not create, and shall not be construed as creating, any relationship of seller and buyer, principal and agent, partnership, joint venture or other similar relationship between the parties hereto.
13. No Recording. Neither this License Agreement nor a memorandum hereof shall be recorded without the prior written consent of Licensor in its sole and absolute discretion.
14. AS-IS. Licensee acknowledges and agrees that the Property is to be accepted by the Licensee in an "as-is" condition with, if any, all faults and defects. Licensor makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property or any of such related matters; in particular, but without limitation, Licensor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property.

{Signatures on following page}

LICENSOR:

FC/LW VEGAS, LLC, a Nevada limited liability company

By: Rolling Acres Properties Co. Limited Partnership, its Managing Member

By: Artus, Inc., its general partner

By: *Eric [Signature]*  
Title: VP  
Date: 3/19/13

Address of Licensor:

50 Public Square  
Suite 1000-B  
Cleveland, OH 44113

LICENSEE:

SUTTON CONSTRUCTION OF NEVADA  
a NEVADA CORPORATION

By: *Tony Ewalt*  
Name: TONY EWALT  
Title: VICE PRESIDENT

Address of Licensee:

5825 SOUTH POLARIS AVE.  
LAS VEGAS, NV 89118

EXHIBIT A  
DEPICTION OF PROPERTY

ATTACHED

**EXHIBIT B**

**LICENSE PERIOD/FEE**

**LOT A**

Expiration Date: April 1, 2013 – December 31, 2013

21,000 SF x \$0.05/SF = \$1,050.00/Month

APPROVED

TOP - 48514

CURRENT PLANNING DISTRICT  
CITY OF LAS VEGAS



HLFWY HOUSE

PARKING GARAGE

STORAGE

CEV PARKING GARAGE

REST BATH BONDS PARKING GARAGE

CLARK COUNTY COURTHOUSE

REGIONAL TRANSIT CENTER

BAIL BONDS

J.C. MAINTENANCE BUILDING

MOTEL ON THE STRIP  
OUTPOST BUSINESS

OFFICE

OFFICE  
BAIL BONDS  
OFFICE  
OFFICE

TRANSIT CENTER

OFFICE  
PARKING

RETAIL

MULTIFAMILY

PARKING

OFFICE



**TEMPORARY COMMERCIAL PERMIT  
 TEMPORARY CONTRACTORS CONSTRUCTION YARD  
 TCP-48514**

**Valid March 01, 2013 To March 01, 2014**

**Description of Event:** TCP-48514 - Temporary Commercial Permit for a temporary staging/construction yard in conjunction with the remodel of the Clark County Detention Center North Tower located at 330 S. Casino Center Blvd. The staging/construction yard will be utilized from 03/01/13 thru 03/01/14.

**Applicant:** Sletten Construction Company  
 5825 S Polaris  
 Las Vegas, NV 89118-3104  
 (702)739-8770 x

**Parcel(s):** 139-34-302-009  
**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)

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



**TEMPORARY COMMERCIAL PERMIT  
 TEMPORARY CONTRACTORS CONSTRUCTION YARD  
 TCP-48514**

**Valid March 01, 2013 To March 01, 2014**

1. BUSINESS HOURS SHALL BE FROM 5<sup>00</sup> am TO 5<sup>00</sup> 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 02/27/13.
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.

  
 \_\_\_\_\_  
 PLANNING SUPERVISOR SIGNATURE

022713  
 \_\_\_\_\_  
 DATE

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

\_\_\_\_\_  
 DATE

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