Action Letter

ACTION LETTER

Separator Sheet

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

May 5, 2009

Horvath Communications
Attn: Mary McGarey
4133 Hawthorne Place
Longmont, CO 80503

RE: Cell Facility for Clearwire at APN 163-05-410-004 located at 9002 West Sahara Avenue: SDR-33846

Dear Mr. McGarey:

It has been determined that co-location of three (3) antennas and three (3) microwave dish antennas at the 70-foot centerline of an existing 80-foot tall Wireless Communication Facility, Stealth Design (Monopine) located at 9002 West Sahara Avenue meets the standard for approval as defined in Title 19.04.040 and 19.20.020 of the Zoning Code of the city of Las Vegas, subject to the following.

1. Conformance to the submitted site plan and elevations date-stamped April 29, 2009.

2. The new antennas shall match the color of the Monopine.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the proposed installation. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The wireless communications facility and its associated equipment and screening shall be properly maintained and kept free of graffiti at all times by the monopole owner. Failure to perform the required maintenance may result in fines and/or removal of the facility and its associated equipment. If abandoned, the property owner must obtain a demolition permit to remove the equipment within thirty (30) days of abandonment. All equipment must then be removed within six (6) months after operations at the site cease.

A Special Use Permit application will not be required prior to submittal of building permits. A copy of this letter must be included in the permit package.

Sincerely,

Debbie Sullivan, Planner I
Current Planning Division
Planning & Development Department

DS:dw

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Application

APPLICATION

Separator Sheet

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Clearwire & Horvath Communications

Project Address (Location) 9002 W. Sahara Ave.

Project Name Clearwire NVLSV101 **Proposed Use** _____

Assessor's Parcel #(s) 163-05-410-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 70 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Installation of 3 panel antennas and 3 microwave dishes onto an existing 80' monopine. Existing antennas to be co-planed at 70' with new antennas.

PROPERTY OWNER Granite Canyon Lakes, LLC **Contact** Ann M. Neidlinger, Asset Mgr.

Address c/o Blackrock Realty Advisors, 300 Campus Dr **Phone:** 213 613-3808 **Fax:** _____

City Florham Park **State** NJ **Zip** 07932

E-mail Address _____

APPLICANT Horvath Communications **Contact** Mark McGarey

Address 4133 Hawthorne Pl **Phone:** (303) 485-0912 **Fax:** _____

City Longmont **State** CO **Zip** 80503

E-mail Address marken.co@comcast.net

REPRESENTATIVE Skywaves West **Contact** Mark McGarey

Address 4133 Hawthorne Pl **Phone:** (602) 432-1736 **Fax:** _____

City Longmont **State** CO **Zip** 80503

E-mail Address marken.co@comcast.net

Property Owner Signature* Ann M Neidlinger

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

Print Name ANN M. NEIDLINGER

Subscribed and sworn before me

This 13th day of March, 2009.

Giovanna Cecilia Calambrogio, Notary Public

G. Calambrogio

Notary Public in and for said County and State

Revised 10/27/08

GIOVANNA CECILIA CALAMBROGIO
COMM. # 1785781
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 18, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR - 33846
Meeting Date:	5/14/09
Total Fee:	$500.00
Date Received:*	4/16/09
Received By:	[signature]

*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.

f:\depot\Application Packet\Application Form.pdf

SOFI

SOFI

Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ____________ APN: 163-05-410-004

Name of Property Owner: Granite Canyon Lakes, LLC

Name of Applicant: Horvath Communications

Name of Representative: Mark McGarey

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________

Partner(s): ____________ ____________

APN: ____________

Signature of Property Owner: Ann M Neidlinger

Print Name: ANN M. NEIDLINGER

Subscribed and sworn before me

This 13th day of March, 2009

Giovanna Cecilia Calambrogio, Notary Public

Notary Public in and for said County and State

G. Calambrogio

GIOVANNA CECILIA CALAMBROGIO
COMM. # 1785781
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 18, 2011

Deed

DEED

Separator Sheet

GRANITE CANYON LAKES LLC

Business Entity Information

Status:	Active on 10/1/2007	File Date:	5/2/2006 8:58:40 AM
Type:	Foreign Limited-Liability Company	Corp Number:	E0328662006-3
Qualifying State:	DE	List of Officers Due:	5/31/2009
Managed By:		Expiration Date:	

Registered Agent Information

Name:	CSC SERVICES OF NEVADA, INC.	Address 1:	502 EAST JOHN STREET
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89706
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

Include Inactive Officers

Managing Member - BLACKROCK REALTY ADVISORS INC

Address 1:	300 CAMPUS DR	Address 2:	THIRD FLOOR
City:	FLORHAM PARK	State:	NJ
Zip Code:	07932	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Application for Foreign Registration		
Document Number:	20060278770-29	# of Pages:	1
File Date:	05/02/2006	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20060337361-31	# of Pages:	1
File Date:	05/26/2006	Effective Date:	
ILO			
Action Type:	Annual List		
Document Number:	20070669782-77	# of Pages:	1
File Date:	10/01/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080262174-12	# of Pages:	2
File Date:	04/15/2008	Effective Date:	
08-09			

20061108-0003980

Fee: $16.00 RPTT: $97,920.00
N/C Fee: $0.00
11/08/2006 14:39:38
T20060198491
Requestor:
TICOR TITLE OF NEVADA INC
Charles Harvey RMS
Clark County Recorder Pgs: 4

(A)-1

APN: 163-05-410-002
163-05-410-004

(Space above this line is for recorder's use)

APNs: 163-05-410-002 (Lot 1); 163-05-410-004 (Lot ~~2~~ 3)

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That Canyon Lakes Plaza Prime, LLC, a California limited liability company, and Canyon Lakes Glases, LLC, a California limited liability company, in consideration of $ 19,200,000.00, receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Granite Canyon Lakes LLC, a Delaware limited liability company, all that real property situate in the City of Las Vegas, County of Clark State of Nevada, bounded and described as follows:

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., FURTHER DESCRIBED AS FOLLOWS:

LOTS ONE (1) AND THREE (3) AS SHOWN BY MAP THEREOF IN FILE 59 OF PARCEL MAPS, PAGE 89, AS AMENDED BY MAP THEREOF IN FILE 63 OF PARCEL MAPS, PAGE 44, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND VEHICULAR PARKING UPON, OVER AND ACROSS THE COMMON AREA, UTILITY FACILITIES AND SIGNAGE UNDER, THROUGH AND ACROSS THE COMMON AREA AND BUILDING ENCROACHMENTS INTO OR OVER THE COMMON AREA AS DISCLOSED BY A DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MARCH 2, 1989 IN BOOK 890302 AS DOCUMENT NO. 00629 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS AMENDED.

PARCEL III:

A LIMITED ENCROACHMENT RIGHT-OF-WAY AS CREATED IN THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 870723, INSTRUMENT NO. 00587 AND THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED AUGUST 25, 1989 IN BOOK 890825 AS DOCUMENT NO. 00619 BOTH OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Assessor's Parcel No: 163-05-410-002 (Lot 1); 163-05-410-004 (Lot ~~2~~ 3)

SUBJECT TO: (a) all liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record; (b) all matters which a correct survey of the Property would disclose; (c) rights of tenants as tenants only; and (d) a lien not yet delinquent for taxes and assessments for real property.

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

[SIGNATURE PAGE TO FOLLOW]

RECEIVED
MAR 16 2009

4240460v2

Witness _____ hand ______ this _____ day of October, 2006.

Canyon Lakes Plaza Prime, LLC,
a California limited liability company

By: ______________________
Ruben Poplawski, Manager

Canyon Lakes Glaser, LLC,
a California limited liability company

By: ______________________
Ruben Poplawski, Manager

STATE OF NEVADA)
) ss
COUNTY OF ____________)

On __________________________, personally appeared before me, a Notary Public,
____
____
known (or proved) to me to be the person __ who executed the foregoing instrument and who acknowledged that __ he __ executed the above instrument.

WITNESS my hand and official seal.

____
Notary Public in and for said County and State

ESCROW NO.] 102181-LH

ORDER NO.]

WHEN RECORDED MAIL TO:

BlackRock Realty Advisors, Inc.
Attn: Hiroe Takeuchi
50 California St. Suite 200
San Francisco, CA 94111

SPACE BELOW FOR RECORDER'S USE ONLY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On October 17, 2006 before me, Emily E. Brown, Notary Public
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ruben Poplawski,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

EMILY E. BROWN
Commission # 1660338
Notary Public - California
Los Angeles County
My Comm. Expires May 21, 2010

to be the person~~(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~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Emily E. Brown
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ______

Document Date: ______ Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer

Signer's Name: ______

☐ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______

Signer Is Representing: ______

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 163-05-410-002
   b. 163-05-410-004
   c. ______
   d. ______

32

2. Type of Property:

a. ☐ Vacant Land	b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse	d. ☐ 2-4 Plex
e. ☐ Apt. Bldg	f. ☑ Comm'l/Ind'l
g. ☐ Agricultural	h. ☐ Mobile Home
☐ Other ______	

FOR RECORDER'S OPTIONAL USE ONLY
Book:______ Page:______
Date of Recording:______
Notes:

3. a. Total Value/Sales Price of Property $ 19,200,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 19,200,000.00
   d. Real Property Transfer Tax Due $ 97,920.00

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section ______
   b. Explain Reason for Exemption: ______

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 parties agree that 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 ______ Capacity Title Agent

Signature ______ Capacity ______

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: Canyon Lakes Plaza Prime LLC	Print Name: Granite Canyon Lakes LLC
Address: 9777 Wilshire Blvd., Suite 1009	Address: c/o Black Rock Realty Advisors, Inc. 50 California Street, Suite 200
City: Beverly Hills	City: San Francisco
State: CA Zip: 90212	State: CA Zip: 94111
	Attn: Hiroe Takeuchi

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Ticor Title of Nevada Inc. Escrow #: 10218-LH / 5510831-JA1
Address: 777 N. Rainbow Blvd. #150
City: Las Vegas, NV 89107 State:______ Zip:______

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

3980

(A)-1

20061108-0003980

Fee: $16.00 RPTT: $97,920.00
N/C Fee: $0.00

11/08/2006 14:39:38
T20060198491
Requestor:
TICOR TITLE OF NEVADA INC

Charles Harvey RMS
Clark County Recorder Pgs: 4

APN: 163-05-410-002
163-05-410-004

(Space above this line is for recorder's use)

APNs: 163-05-410-002 (Lot 1); 163-05-410-004 (Lot ~~2~~ 3)

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That Canyon Lakes Plaza Prime, LLC, a California limited liability company, and Canyon Lakes Glasey, LLC, a California limited liability company, in consideration of $ 19,200,000.00, receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Granite Canyon Lakes LLC, a Delaware limited liability company, all that real property situate in the City of Las Vegas, County of Clark State of Nevada, bounded and described as follows:

PARCEL I:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., FURTHER DESCRIBED AS FOLLOWS:

LOTS ONE (1) AND THREE (3) AS SHOWN BY MAP THEREOF IN FILE 59 OF PARCEL MAPS, PAGE 89, AS AMENDED BY MAP THEREOF IN FILE 63 OF PARCEL MAPS, PAGE 44, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND VEHICULAR PARKING UPON, OVER AND ACROSS THE COMMON AREA, UTILITY FACILITIES AND SIGNAGE UNDER, THROUGH AND ACROSS THE COMMON AREA AND BUILDING ENCROACHMENTS INTO OR OVER THE COMMON AREA AS DISCLOSED BY A DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MARCH 2, 1989 IN BOOK 890302 AS DOCUMENT NO. 00629 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS AMENDED.

PARCEL III:

A LIMITED ENCROACHMENT RIGHT-OF-WAY AS CREATED IN THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 870723, INSTRUMENT NO. 00587 AND THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED AUGUST 25, 1989 IN BOOK 890825 AS DOCUMENT NO. 00619 BOTH OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Assessor's Parcel No: 163-05-410-002 (Lot 1); 163-05-410-004 (Lot ~~2~~ 3)

SUBJECT TO: (a) all liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record; (b) all matters which a correct survey of the Property would disclose; (c) rights of tenants as tenants only; and (d) a lien not yet delinquent for taxes and assessments for real property.

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

[SIGNATURE PAGE TO FOLLOW]

4240460v2

Witness _____ hand ______ this _____ day of October, 2006.

Canyon Lakes Plaza Prime, LLC,
a California limited liability company

By: ______________________________
Ruben Poplawski, Manager

Canyon Lakes Glaser, LLC,
a California limited liability company

By: ______________________________
Ruben Poplawski, Manager

STATE OF NEVADA)
) ss
COUNTY OF ____________)

On ____________________________, personally appeared before me, a Notary Public,
____
____
known (or proved to me to be the person __ who executed the foregoing instrument and who acknowledged that __ he __ executed the above instrument.

WITNESS my hand and official seal.

____
Notary Public in and for said County and State

ESCROW NO.] 102181-LH

ORDER NO.]

WHEN RECORDED MAIL TO:

BlackRock Realty Advisors, Inc.
Attn: Hiroe Takeuchi
50 California St. Suite 200
San Francisco, CA 94111

SPACE BELOW FOR RECORDER'S USE ONLY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On October 17, 2006 before me, Emily E. Brown, Notary Public
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ruben Poplawski,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

EMILY E. BROWN
Commission # 1660338
Notary Public - California
Los Angeles County
My Comm. Expires May 21, 2010

to be the person~~(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~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Emily E. Brown
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ______

Document Date: ______ Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer

Signer's Name: ______

☐ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______

Signer Is Representing: ______

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 163-05-410-002
   b. 163-05-410-004
   c. ______
   d. ______
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☑ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other ______

FOR RECORDER'S OPTIONAL USE ONLY
Book: ______ Page: ______
Date of Recording: ______
Notes:

3. a. Total Value/Sales Price of Property $ 19,200,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) (______)
   c. Transfer Tax Value: $ 19,200,000.00
   d. Real Property Transfer Tax Due $ 97,920.00
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section ______
   b. Explain Reason for Exemption: ______
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 parties agree that 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 ______ Capacity Title Agent

Signature ______ Capacity ______

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: Canyon Lakes Plaza Prime LLC	Print Name: Granite Canyon Lakes LLC
Address: 9777 Wilshire Blvd., Suite 1009	Address: c/o Black Rock Realty Advisors, Inc. 50 California Street, Suite 200
City: Beverly Hills	City: San Francisco
State: CA Zip: 90212	State: CA Zip: 94111
	Attn: Hiroe Takeuchi

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Ticor Title of Nevada Inc. Escrow #: 10218I-LH / 5510831-JAI
Address: 777 N. Rainbow Blvd. #150
City: Las Vegas, NV 89107 State: ______ Zip: ______

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

3980

Lessor's Site ID/ Name: NV-5023 Sahara/ Ft. Apache
Lessee's Site ID/ Name: NV-LSV101

SITE LICENSE AGREEMENT

This Site License Agreement ("SLA"), made this 29th day of October 2008 ("Effective Date") between GTP Towers I, LLC, a Delaware limited liability company, with its principal offices located at 1801 Clint Moore Road, Suite 110, Boca Raton, FL 33487, hereinafter designated LESSOR and Clearwire US, LLC, a Nevada limited liability company, with its principal offices at 4400 Carillon Point, Kirkland, WA 98033, hereinafter designated LESSEE.

1. This Site License Agreement is a SLA as referenced in that certain Master Lease Agreement between Global Tower, LLC and Clearwire US, LLC dated May 10, 2007 and that certain First Amendment dated April 28, 2008 (together the "Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this SLA, the terms of this SLA shall govern. Capitalized terms used in this SLA shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. The Property owned by the LESSOR is described as follows:

9010 West Sahara Avenue, in the City of Las Vegas, State of Nevada, 89117

3. The Premises leased by the LESSOR to the LESSEE hereunder is described as follows:

Total ground space of approximately 7' x 7' (49) square feet for the collocation of Equipment on the Tower as further described in Exhibit 2 and Exhibit 4 attached hereto.

4. In the event an Exhibit 2 is attached hereto describing the Premises, the LESSEE shall have the right to survey the Property and/or Premises and said survey shall then become Exhibit 2A which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 2. The cost for such work shall be borne by the LESSEE.

5. The initial term ("Initial Term") shall be for ten (10) years and shall be subject to extension as provided in Section 5 of the Agreement. The commencement date hereof is the first (1st) day of the month in which LESSEE commences the installation of its equipment or one hundred and fifty (150) days from the full execution date of this SLA, whichever occurs first, and shall be hereinafter referred to as the "Commencement Date".

6. The rental for the initial term pursuant to this SLA shall be due at an annual rental of _Twelve Thousand Fifty One and 00/100 Dollars ($_12,051.00) to be paid in equal monthly installments of One Thousand Four and 25/100 Dollars ($1,004.25) on the first day of the month, in advance, to **GTP Towers I, LLC (c/o: Bank Atlantic), P.O. Box 8312, Fort Lauderdale, FL 33310 Attention: (Site #NV-5023 - Site Name: Sahara/ Ft. Apache)** or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. In accordance with section 6 of the Agreement, the Rent for each year shall be 103% of the annual Rent for the immediately preceding year commencing on the annual anniversary thereof.

7. If the Property is subject to a prime lease, license or other such agreement affecting LESSOR's interest at the Property, a copy of such agreement is attached hereto as Exhibit 3.

8. LESSEE's Equipment Information (subject to modification in accordance with the Agreement): Attach the approved Collocation Application as Exhibit 4.

9. LESSEE shall issue a purchase order to LESSOR as provided for in Exhibit B of the MLA and upon completion of LESSEE's installation; LESSEE shall pay to LESSOR a construction oversight fee in the amount of Five Hundred Dollars ($500.00), payable within thirty (30) days upon receipt of an invoice from LESSOR.

(SIGNATURES ON PAGE IMMEDIATELY FOLLOWING)

RECEIVED
MAR 16 2009

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: GTP TOWERS I, LLC,
a Delaware limited liability company

Joanne Bruning
WITNESS

Darlene Martin
WITNESS

BY: Terry Armant
NAME: Terry Armant
TITLE: SR VP DEV
DATE: 10/27/08

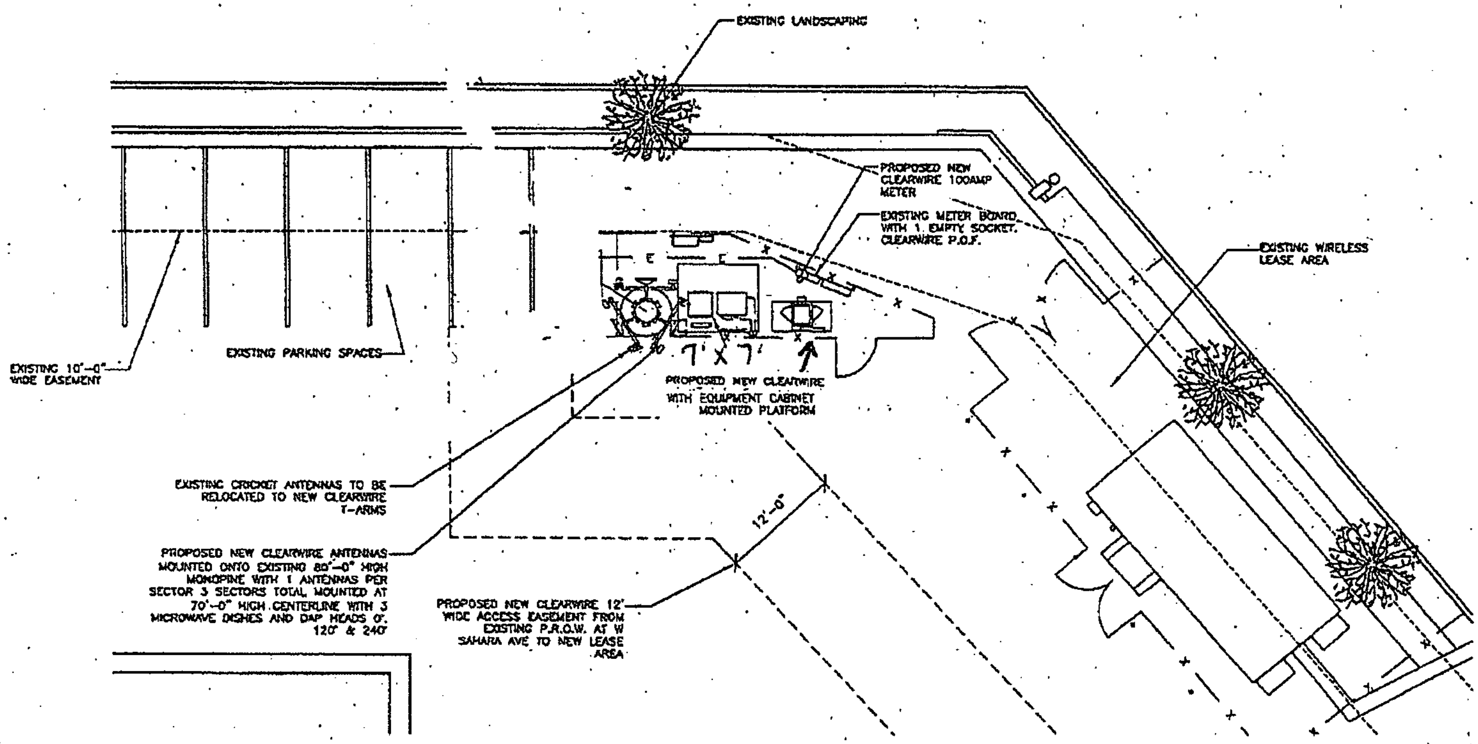
LESSEE: Clearwire US, LLC,
a Nevada limited liability company

Michelle Bailey
WITNESS

WITNESS

BY:
NAME: Eric Law
TITLE: Director of Engineering & Operations
DATE: 10/29/2008

LEGAL



1 ENLARGED SITE PLAN

163-05-410-004

ZONING: C-2

clearwire
wireless broadband
6276 PEARL ST. SUITE 200
LAS VEGAS, NV 89120

NV-LSV101G

8002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
309 WEST VIA DE ARBOLES
QUEEN CREEK, AZ 85240
OFFICE: 480-677-2808
FAX: 480-677-2808

CLIENT REVIEW ONLY

ENLARGED SITE PLAN

LE

EXHIBIT 3

**Prime Agreement
(attached)**

Prepared by and when recorded, return to:
Legal Department
Global Tower, LLC
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487

GTP Site Name: SAHARA-FT APACHE
GTP Site # NV-5023

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of the 2nd day of April, 2008 (the "Effective Date"), by Global Tower Assets, LLC, a Delaware limited liability company (the "Assignor") and GTP Towers I, LLC, a Delaware limited liability company ("Assignee").

ASSIGNMENT

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration paid by Assignee, as set forth in that certain Asset Purchase Agreement dated on the same date herewith between Assignee and Assignor (the "Purchase Agreement"), the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignment.

Assignor hereby sells, transfers and assigns to Assignee, and Assignee accepts the sale, transfer and assignment of all rights, title and interest of Assignor in and to that certain Land Site Lease Agreement (Tower) dated January 31, 2008 between Granite Canyon Lakes LLC (referred to therein as "Lessor") and Global Tower Assets LLC (referred to therein as "Lessee"), a true and complete copy of which is attached hereto as Exhibit "A" which Lease covers the land, and a telecommunications tower infrastructure and all access and utility easements, if any, as described therein (collectively, the "Premises"), together with any and all present and future leases, subleases, licenses, use agreements, and other agreements of like nature or import (hereinafter, as the same may have been amended, renewed, or extended from time to time, together with any and all replacements thereof, referred to as the "Leases") in or relating to the Premises or the improvements located thereon, whether written or oral, together with all rights to receive, collect, enforce, modify, compromise, and sue for any and all rents due thereunder and any and all other claims against tenants thereunder.

2. Assumption.

Assignee does hereby purchase and assume all of Assignor's right, title and interest, and all privileges and benefits, as the lessee in, to and under the Lease and Premises and agrees to timely perform all of the covenants and obligations of the Lessee under the Lease from and after the Effective Date.

3. Warranties.

In agreeing to the terms of this Assignment, Assignee is relying upon the performance by Assignor of all obligations hereunder and upon the representations and warranties of Assignor in Article 4 of the Asset Purchase Agreement.

4. Miscellaneous.

(a) The parties to this Assignment hereby agree to execute and/or deliver such other documentation as may be reasonably requested to accurately and completely reflect and/or document the Lease and the transaction contemplated hereby.

(b) This Assignment may be executed in multiple counterparts each of which shall be deemed to be an original, and this Assignment is effective upon full execution and is binding upon all parties and their respective successors and assigns.

(c) All parties warrant that they and those signing on their behalf have all requisite power and right to do all things contemplated hereby.

(d) This Assignment shall be governed and construed in accordance with the laws of the State of Texas.

DATED EFFECTIVE as of the date first written above.

[Signature page follows]

ASSIGNOR:
GLOBAL TOWER ASSETS, LLC,
A Delaware Limited Liability Company

By: ______________________
TERRY ARMANT
SENIOR VICE PRESIDENT
OF DEVELOPMENT

State of Florida
County of Palm Beach

On the 2nd day of April, in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared TERRY ARMANT, Senior Vice President of Development of Global Tower Assets, LLC, 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, and that by his/her/their signature(s) on the instrument, the entity upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature ~~Milagros D. Rodriguez~~
Printed Name: ______________________

Notary Seal

MILAGROS D. RODRIGUEZ
Notary Public - State of Florida
My Commission Expires Dec 20, 2008
Commission # DD 330744
Bonded by National Notary Assn.

ASSIGNEE:

GTP TOWERS I, LLC

By: ______________________
TERRY ARMANT
SENIOR VICE PRESIDENT

State of Florida
County of Palm Beach

On the 2nd day of April, in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared TERRY ARMANT, Senior Vice President of Development of GTP Towers I, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Signature
Printed Name: Milagros D. Rodriguez

Notary Seal

MILAGROS D. RODRIGUEZ
Notary Public - State of Florida
My Commission Expires Dec 20, 2008
Commission # DD 380744
Bonded by National Notary Assn.

<u>Exhibit A</u>

Communications Site Lease Agreement (Tower)

NV-5023

TELECOMMUNICATIONS LICENSE AGREEMENT

By

and

Between

GRANITE CANYON LAKES, LLC,
a Delaware limited liability company

and

GLOBAL TOWER ASSETS, LLC,
a Delaware limited liability company

TABLE OF CONTENTS

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement (the "**Agreement**") is made as of the 31st day of January, 2008, by and between GRANITE CANYON LAKES, LLC, a Delaware limited liability company (the "**Licensor**"), and GLOBAL TOWER ASSETS, LLC, a Delaware limited liability company (the "**Licensee**").

RECITALS:

A. Licensor is the owner of that certain shopping center commonly known as Canyon Lakes Plaza, located at 9002 – 9232 W. Sahara Avenue in Las Vegas, Nevada (the "**Shopping Center**").

B. Licensee desires to install and operate wireless telecommunications services at the Shopping Center under the conditions described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties hereto, the parties hereby agree as follows:

1. **License.**

1.1 **Grant of License**. Licensor hereby grants to Licensee a license to install, operate, maintain, repair, replace, and remove, at Licensee's expense subject to the terms of this Agreement, the communications equipment described in **Exhibit "A"** attached hereto and any other equipment or facilities (including, without limitation, communications towers) Licensee deems reasonably necessary for the purpose of operating a wireless communications facility (collectively, the "**Equipment**"). The license granted hereunder shall be irrevocable, except as otherwise expressly set forth herein. Licensee is allowed to install the Equipment pursuant to the terms of this Agreement in the Shopping Center (collectively, the "**Work**") for purposes of operating a wireless telecommunications facility and uses incidental thereto and for no other purpose whatsoever. Such license shall include and be limited to the right to perform the Work in and use the approximately six hundred (600) square foot area shown on **Exhibit "B"** attached hereto and made a part hereof (the "**License Area**"). The exact location of the License Area shall be mutually agreed upon by Landlord and Tenant promptly after the full execution and delivery of this Agreement.

1.2 **License Area Exclusive**. Licensee shall have the exclusive right, subject to the terms hereof, to install and operate upon the License Area the Equipment and other accessories related thereto, and, subject to the terms hereof, to alter, supplement, and/or modify same as may be necessary. Licensee shall be entitled and have the exclusive right (without Licensor's consent, but Licensee shall notify Licensor thereof) to sublicense (i) the entire License Area or a portion thereof, and (ii) all or any portion of the Equipment therein and thereon, but no such sublicense shall relieve or release Licensee from its obligations under this Agreement.

Licensee acknowledges and agrees that Licensee does not have an exclusive right to install and/or operate telecommunications equipment/towers in the Shopping Center.

2. Services to be Provided by Licensee.

2.1 Standards for Licensee's Work and Services. The Work to be performed by Licensee shall be performed in a safe, clean, good and workmanlike manner. Further, the Work shall be performed in compliance with the following requirements: (i) all applicable national, state and local industry safety, transmission, installation, and material quality standards, (ii) all applicable laws and building codes, (iii) the customary standards provided by other service providers performing similar services in the vicinity of the Shopping Center and (iv) all insurance company requirements.

2.2 No Interference. Licensee shall not do or permit anything to be done in or about the Shopping Center that will unreasonably obstruct or unreasonably interfere with the operation of the Shopping Center or the rights of tenants, or other licensees or occupants of the Shopping Center. Licensee will cooperate in good faith with other licensees and tenants to resolve any interference issues, and Licensor shall have no liability in connection therewith, unless such interference is the result of the negligence or willful misconduct of Licensor; provided, however, in no event shall Licensor be liable to Licensee for any lost profits or other consequential damages. In the event any interference issue is unresolvable between Licensee and another licensee or tenant despite good faith efforts to resolve such issue, Licensee's sole remedy shall be to terminate this Agreement.

2.3 Licensee's Work with Shopping Center's Cable. Notwithstanding any contrary provision of this Agreement, Licensee shall in no event modify, maintain, repair, replace or remove any cable now or hereafter located within the Shopping Center which is not installed by Licensee (the "**Shopping Center's Cable**"), without the prior written approval of Licensor and the service provider which may from time to time be designated by Licensor to supervise all or a portion of the work with respect to the Shopping Center's Cable (the "**Master Provider**"), provided that such approval may be conditioned, among other things, upon the Master Provider monitoring and supervising, or itself performing, such portion of the Work at Licensee's sole cost and expense. Notwithstanding anything to the contrary in this Agreement, Licensor shall have the right to approve any proposed Work affecting any of the Shopping Center's Cable, which may be withheld in Licensor's sole and absolute discretion.

2.4 Prior Notice to and Approval by Licensor. Licensee shall not perform any initial Work in the Shopping Center, except upon: (i) receipt of Licensor's prior written approval of Licensee's plans and specifications showing the location of and describing all Equipment and the methods of installation therefor, and the contractors to be utilized by Licensee for such Work; and (ii) at least twenty-four (24) hours prior notice to Licensor. Licensor shall have the right to have a representative present during the performance of any Work in the Shopping Center.

3. Facilities Provided by Licensor; Licensor's Representations and Warranties.

3.1 "As Is" Condition. Except as otherwise expressly set forth in this Agreement, Licensor makes no warranty or representation that the License Area or the Shopping Center is or will be suitable for the Equipment, and Licensee accepts the same "as is."

3.2 Repairs In Event of Casualty. In no event shall Licensor have any obligation in the event of a fire or other casualty to repair or restore the Shopping Center or any portion of the License Area and/or the Shopping Center used by Licensee in performing the Work. If Licensor elects not to repair or rebuild any such damage, Licensor may terminate this License by giving Licensee written notice thereof. The License Fee payable under Section 5 below shall be equitably abated during any period that the Shopping Center is damaged, based upon the impact such damage has on Licensee's ability to use the License Area. In the event of a fire or other casualty which damages or destroys the Equipment or any portion thereof and the cost to rebuild would be uneconomical for Licensee (as determined in Licensee's sole, but reasonable, good faith business discretion), Licensee shall be permitted to terminate this Agreement upon thirty (30) days prior written notice to Licensor and the License Fee and all other charges due hereunder shall abate as of the date of the casualty.

3.3 Licensee's Access Rights. Subject to Sections 2.3 and 2.4, above, at all times during the Term of this Agreement, Licensee and its guests, agents, customers, licensees and assigns shall have the unrestricted, exclusive right to use, and free, unrestricted access to, the License Area twenty-four (24) hours a day, seven (7) days a week; provided, however, such access shall be subject to the Rules and Regulations (as defined in Section 6.2 below).

3.4 **Licensor's Representations, Warranties and Covenants.**

3.4.1 Licensor represents and warrants that Licensee, on paying the License Fee and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the License Area for the Term of this Agreement.

3.4.2 Licensor shall promptly pay all real estate taxes and assessments against the License Area when due and shall avoid any delinquencies with respect thereto. Licensor shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the License Area and Shopping Center, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances.

3.4.3 Licensor does hereby authorize, at Licensee's sole cost and expense, Licensee and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Licensor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits in connection with Licensee's installation of the Equipment and/or use of the License Area. Licensor understands that any such applications and/or the satisfaction of any requirements thereof may require Licensor's cooperation, which Licensor hereby agrees to provide at no cost to Licensor.

3.4.4 Licensor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the License Area or cause any tower on the License Area to be in nonconformance with applicable local, state, or federal laws. Licensor agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Licensee to apply for and obtain the proper zoning approvals required to use and maintain the License Area and the Equipment.

3.4.5 Licensor hereby represents that to the best of Licensor's current actual knowledge, without investigation, (i) there are no Hazardous Materials present in the License Area, including, without limitation, asbestos containing materials, in violation of applicable laws as of the date hereof, and (ii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against Licensor with respect to the License Area or the Shopping Center, and (iii) Licensor shall comply with all applicable Hazardous Material laws, except to the extent such compliance is Licensee's obligation pursuant to Section 15 below.

4. <u>Term</u>.

4.1 <u>**Initial Term**</u>. The term of this Agreement (the "**Term**") shall commence on the date that is sixty (60) calendar days from the date of the full execution and delivery of this Agreement (the "**Commencement Date**"), and shall end on the last day of the month in which the tenth (10^{th}) anniversary of the Commencement Date occurs, unless sooner terminated as provided in this Agreement. Notwithstanding the foregoing, upon the full execution and delivery of this Agreement, Licensee shall have access to, and the right to install the Equipment on, the License Area.

4.2 <u>**Option Term**</u>. Licensor hereby grants to Licensee, three (3) options to extend the Term for a period of five (5) years each (each, an "**Option Term**"), which options shall be exercisable only by written notice ("**Option Notice**") delivered by Licensee to Licensor as provided in Section 4.2.2 below. Licensee shall not have the rights contained in this Section 4.2 if, as of the date of the Option Notice or, at Licensor's option, as of the commencement of the Option Term, Licensee is in default under this Agreement after any applicable notice and cure periods.

4.2.1 <u>**Option Rent**</u>. The Base Rent payable by Licensee during an Option Term (the "**Option Rent**") shall be as set forth in Section 5.1 below.

4.2.2 <u>**Exercise of Option**</u>. Each option contained in this Section 4.2 shall be exercised by the Licensee, if at all, by delivering written notice to Licensor no sooner than twelve (12) months and no later than six (6) months prior to the expiration of the initial Term or applicable Option Term, exercising the option in question. Licensee shall have no right to exercise the second (2^{nd}) or third (3^{rd}) option if Licensee has not exercised this preceding option(s).

4.3 <u>**Licensee's Termination Rights**</u>. Licensee may terminate this Agreement at any time upon thirty (30) days prior written notice to Licensor, if (a) Licensee cannot secure, loses or forfeits any governmental approval, permit or license necessary to use or operate the

Equipment on the License Area, (b) Licensee loses or cannot obtain easements from any third party required to install and operate the Equipment; (c) the License Area is or become unusable due to unreasonable signal interference which cannot be abated through reasonable efforts; (d) Licensee is unable to occupy or utilize the License Area due to a ruling or directive of any governments or regulatory agency, including, but not limited to, a take-back of channels or change in frequencies; (e) through no fault of Licensee, the License Area is damaged or contaminated so that Licensee cannot effectively use the Equipment (as determined in Licensee's good faith, reasonable business judgment); (f) the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which materially and adversely inhibits Licensee's use of the License Area, or any of the Equipment, for the purposes originally intended by Licensee; or (g) if technological changes render Licensee's intended use of the License Area obsolete or impractical (as determined in Licensee's good faith, reasonable business judgment).

5. <u>Monthly Fee</u>.

5.1 **<u>License Fee</u>**. Licensee shall, without prior notice or demand, pay to Licensor at the management office of the Shopping Center, or, at Licensor's option, at such other place as Licensor may from time to time designate in writing, a monthly fee (the "**License Fee**") in the amount set forth below, payable in advance on or before the first day of each and every calendar month during the Term, without any setoff or deduction whatsoever except as otherwise provided herein. The License Fee for the first full month of the Term shall be paid at the time of Licensee's execution of this Agreement. If any License Fee payment date (including the Commencement Date) falls on a day of the month other than the first day of such month or if any payment of the License Fee is for a period which is shorter than one month, the License Fee for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Term at a rate per day which is equal to 1/365 of the applicable annual License Fee.

Year	Monthly License Fee
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
If first (1st) Option Term is validly exercised	
11	
12	
13	
14	
15	

If second (2nd) Option Term is validly exercised
16
17
18
19
20
if third (3rd) Option Term is validly exercised
21
22
23
24
25

5.2 **Late Fee**. In the event any License Fee or any other sum due from Licensee shall not be received by Licensor or Licensor's designee within five (5) days after said amount is due, then Licensee shall pay to Licensor a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by applicable law). In addition to the late charge described above, any License Fee or other amounts owing hereunder which are not paid within five (5) days after the date they are due shall thereafter bear interest until paid at a rate equal to eighteen percent (18%) per annum, provided that in no event shall such rate be higher than the highest rate permitted by applicable law.

6. **Covenants of Licensee.**

6.1 **Maintenance and Repair**. Licensee shall, at Licensee's expense, keep the License Area, including all of Licensee's improvements, fixtures and furnishings therein, and all Equipment in the License Area, in good order, repair and condition at all times during the Term, subject to reasonable wear and tear and damage by casualty. In addition, Licensee shall, at Licensee's own expense, but under the supervision and subject to the prior approval of Licensor, and within any reasonable period of time specified by Licensor, promptly reimburse Licensor for Licensor's costs incurred to repair all damage to the Shopping Center caused by Licensee, subject to the provisions of Section 10.4 below; however, in no event shall Section 10.4 apply to relieve Licensee of the obligation to reimburse Licensor for the lesser of (i) the entire cost of the repair, or (ii) Landlord's deductible under the insurance policies referenced in Section 10.4 below.

6.2 **Compliance with Rules and Regulations**. Licensee agrees to abide by and comply with the rules and regulations attached hereto as Exhibit C (the "**Rules and Regulations**") and such reasonable rules and regulations as may be adopted by Licensor from time to time for the safety, care, security, good order and cleanliness of the Shopping Center ; however, in no event shall any future rules and regulations adopted by Licensor materially and adversely affect Licensee's rights under this Agreement.

6.3 **Increase in Insurance Premiums**. If Licensee's conduct of the Work, the Equipment or use of the License Area causes any increase in the premium for any of Licensor's insurance policies, then Licensee shall reimburse Licensor for any such increase.

6.4 **Compliance with Applicable Laws**. Licensee hereby agrees to comply with all regulations, laws and codes applicable to the use of the Equipment, including, without limitation, FCC and OSHA regulations relating to radio frequency ("**RF**") emissions and electromagnetic fields ("**EMF**"). Further, Licensee represents and warrants that the operation of the Equipment will not violate the maximum permissible exposure rules established by OSHA or any other applicable legal authority. At Licensor's option, Licensee shall take any steps required by any applicable laws to cause the use of the Equipment to comply with such laws, including implementation of an RF or EMF safety program which complies with all OSHA and FCC regulations.

7. **Utilities**.

7.1 **Services to be Provided by Licensor**. Licensor shall provide capacity for electrical wiring and facilities for connection to the License Area. Licensee shall bear the cost of all electrical panels, transformers, wiring, and other items related to the operation of the Equipment

7.2 **Use of Utilities by Licensee**. Licensee shall, at its cost and subject to Section 2.4, install devices to separately meter Licensee's electrical consumption at the Shopping Center, and Licensee shall pay the cost for such use directly to Licensor, within twenty (20) days of Licensee's receipt of an invoice therefor, at the rates charged by the public utility company furnishing the same. Licensee's use of electricity shall never exceed the capacity of the feeders to the Shopping Center. Licensee shall furnish its own emergency electrical power, if required, following receipt of Licensor's prior written approval, which shall not be unreasonably withheld or delayed. Except as provided in the following paragraph, Licensor shall not be liable to Licensee for any interruption in electrical service to the Shopping Center or the License Area.

An "**Abatement Event**" shall be defined as an event that prevents Licensee from using the License Area or the Equipment as a result of any failure to provide utilities or access to the License Area, where (i) Licensee does not actually use the License Area or Equipment, and (ii) such event is caused by the negligence or willful misconduct of Licensor, its agents, employees or contractors. Licensee shall give Licensor notice ("**Abatement Notice**") of any such Abatement Event, and if such Abatement Event continues beyond the "Eligibility Period" (as that term is defined below), then the License Fee shall be abated entirely or reduced, as the case may be, after expiration of the Eligibility Period for such time that Licensee continues to be so prevented from using, and does not use, the License Area or the Equipment. The term "**Eligibility Period**" shall mean a period of three (3) consecutive business days after Licensor's receipt of the applicable Abatement Notice. Such right to abate the License Fee shall be Licensee's sole remedy for an Abatement Event. This paragraph shall not apply in case of damage to, or destruction of, the License Area or any eminent domain proceedings which shall be governed by separate provisions of this Agreement.

7.3 **Utilities Easements**. Licensor for itself, its successors and assigns, hereby grants and conveys unto Licensee, its customers, employees, agents, invitees, successors and assigns a nonexclusive easement over the common areas of the Shopping Center for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead electric and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the License Area, subject to the terms and conditions herein set forth. The rights granted to Licensee herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Licensee's safe and efficient use and enjoyment of the easement for the purposes described above.

8. __Licensee's Property; Security.__

8.1 All improvements, equipment or other property attached to or otherwise brought onto the License Area by Licensee or its employees, agents, contractors or sublicensees shall at all times be the personal property of Licensee and/or its sublicensees. Licensee or its employees, agents, contractors or sublicensees shall have the right to erect, install, maintain, operate, alter, repair and replace, as necessary, on the License Area, the Equipment and such other improvements as Licensee may deem necessary or appropriate, and such property shall be and remain the property of Licensee and/or its sublicensees and Licensee shall at its expense, remove all Equipment and all such improvements at the expiration or earlier termination of this Agreement and repair all damage to the Shopping Center arising therefrom.

8.2 The parties recognize and agree that Licensee shall have the right to safeguard and protect its Equipment located upon or within the License Area. Consequently, Licensee may elect, at its expense but subject to Licensor's reasonable approval of the design and specifications therefor, to construct such enclosures and/or fences as Licensee reasonably determines to be necessary to secure the Equipment, including the tower(s), building(s), guy anchors, and related improvements situated upon the License Area. Licensee may also undertake any other appropriate means to restrict access to its Equipment, including communications towers, buildings, guy anchors, guy wires, and related improvements.

9. __No Mechanics' Liens__. Licensee shall keep the Shopping Center free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Licensee, and shall protect, defend, indemnify and hold Licensor harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Licensee shall give Licensor notice at least ten (10) days prior to the commencement of any such work to afford Licensor the opportunity of posting and recording appropriate notices of non-responsibility. Licensee shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after written notice by Licensor, and if Licensee shall fail to do so, Licensor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed payable upon demand, without limitation as to other remedies available to Licensor under this Agreement.

10. Insurance and Indemnity.

10.1 Indemnification and Waiver.

10.1.1 Licensee hereby agrees that Licensor, its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "**Licensor Parties**") shall not be liable for, and are hereby released from any responsibility for, any injury or damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee, provided that the foregoing release shall not apply to damage caused by the negligence of Licensor or Licensor Parties to the extent such damage is not covered by insurance carried, or required to be carried hereunder, by Licensee. Licensee shall indemnify, defend, protect, and hold harmless the Licensor Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from the Equipment, any cause in, on or about the License Area, any acts, omissions or negligence of Licensee or of any person claiming by, through or under Licensee, or of the contractors, agents, servants, employees, invitees, guests or licensees of Licensee or any such person, in, on or about the Shopping Center or any breach of the terms of this Agreement, either prior to, during, or after the expiration of the Term, provided that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Licensor.

10.1.2 Licensor shall indemnify, defend, protect, and hold harmless Licensee, its members and their respective officers, agents, servants, employees, and independent contractors (collectively, the "**Licensee Parties**") from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from (i) the negligence or willful misconduct of Licensor or of any person claiming by, through or under Licensor, or of the contractors, agents, servants, employees, invitees, guests or licensees of Licensor, or (ii) any breach of the terms of this Agreement by Licensor, either prior to, during, or after the expiration of the Term, provided that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Licensee.

10.1.3 The provisions of this Sections 10.1.1 and 10.1.2 shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.1.4 Licensor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Equipment or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Licensor will not assert any claim whatsoever against Licensee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Licensor as a result of the construction, maintenance, operation or use of the License Area by Licensee.

10.1.5 EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHICH

ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISING OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

10.2 **Licensee's Insurance**. Licensee shall maintain the following coverages in the following amounts.

10.2.1 Commercial Liability Insurance, on an occurrence basis, covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Licensee's operations, and contractual liabilities (covering the performance by Licensee of its indemnity agreements hereunder) for limits of liability not less $2,000,000.00 per occurrence.

10.2.2 Physical Damage Insurance covering all Equipment. Such insurance shall be written on an a special form (fka "all risks") basis, for the full replacement cost value (subject to reasonable deductible amounts).

10.2.3 Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.2.4 Loss of income and extra expense insurance in such amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent licensees or attributable to interruption of utilities to the Equipment or to the Shopping Center as a result of such perils.

10.2.5 Such increased amounts of the insurance referenced above and such other reasonable types of insurance coverage in such reasonable amounts covering Licensee's operations in the Shopping Center, as may be reasonably requested by Licensor from time to time.

10.3 **Form of Policies**. Such insurance shall (i) name Licensor, and if requested by Licensor, Licensor's mortgagee and Licensor's property manager, as an additional insured; (ii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Licensor and licensed to do business in the state in which the Shopping Center is located; (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Licensor is excess and is non-contributing with any insurance requirement of Licensee; (iv) be in form and content reasonably acceptable to Licensor; and (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Licensor and any mortgagee of Licensor. Licensee shall deliver said policy or policies or certificates thereof to Licensor on or before the Commencement Date and before the expiration dates thereof. In the event Licensee shall fail to procure such insurance, or to deliver such policies or certificate, Licensor may after delivering five (5) days prior written notice to Licensee, at its option, procure such policies for the account of Licensee, and the cost thereof shall be paid to Licensor within five (5) days after delivery to Licensee of bills therefor.

10.4 **Waiver of Subrogation**. Licensor and Licensee intend that their respective property loss risks shall be borne by insurance carriers, and Licensor and Licensee hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss insurable under the insurance carried by such party or required to be maintained hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder.

11. Entry by Licensor. Licensor reserves the right at all reasonable times and upon reasonable notice to Licensee (except in the case of an emergency) to enter the License Area to (i) inspect it; (ii) show the License Area to prospective purchasers, mortgagees or licensees, or to current or prospective mortgagees, ground or underlying lessors or insurers; or (iii) post notices of nonresponsibility. Any entry into the License Area by Licensor in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the License Area, or an entry in violation of this Agreement. No provision of this Agreement shall be construed as obligating Licensor to perform any repairs, alterations or decorations.

12. Assignment. Subject to the provisions of Section 1.2 above, Licensee shall not assign this Agreement without the prior written consent of Licensor, which consent Licensor may withhold in its sole and absolute discretion; except that, upon prior written notice to Licensor, Licensee may, without obtaining Licensor's prior consent, make such assignment to (a) any entity which Licensee controls, is controlled by or is under common control with, (b) any entity which succeeds to all or substantially all of Licensee's assets whether by merger, sale or otherwise; provided that the assignee (i) pursuant to an instrument of assumption, assumes in full the obligations of the Licensee under this Agreement, and (ii) provides Licensor with a copy of such instrument of assumption promptly following the effective date of the assignment. Licensee shall not be released from any of its obligation hereunder as a result of any assignment.

13. Defaults and Remedies.

13.1 Events of Default. The occurrence of any of the following shall constitute a default of this Agreement:

13.1.1 Any failure by Licensee to pay the License Fee or any other charge required to be paid under this Agreement within seven (7) days following written notice from Licensor that such amount is past due; or

13.1.2 Except where a specific time period is otherwise set forth for Licensee's or Licensor's performance in this Agreement, in which event the failure to perform by such party within such time period shall be a default by such party under this Section 13.1.2, any failure by Licensee or Licensor to observe or perform any other provision, covenant or condition of this Agreement to be observed or performed by such party where such failure continues for thirty (30) days after written notice thereof from the other party; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, such party shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

13.2 Remedies. Should the defaulting party fail to cure a default under this Agreement, then, in addition to any other remedies available to the non-defaulting party at law, in equity or as provided specifically herein, which remedies are cumulative, the non-defaulting party shall have the immediate option to terminate this Agreement and all rights of the parties hereunder by giving the defaulting party twenty-four (24) hours notice of such election to terminate. In the event Licensor elects to terminate this Agreement due to a default by Licensee, it shall continue to honor all sublicense commitments made by Licensee through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

13.3 **Licensor's Cure**. If Licensee shall be in default under this Agreement, Licensor may, but shall not be obligated to, make any such payment or perform any such act on Licensee's part without waiving its rights based upon such default and without releasing Licensee from any obligations hereunder. Licensee shall pay to Licensor, upon receipt of statements therefor, sums equal to expenditures reasonably made and obligations reasonably incurred by Licensor in connection with the remedying by Licensor of such default.

14. **Miscellaneous Provisions.**

14.1 **Binding Effect**. The provisions of this Agreement shall bind and inure to the benefit of Licensor and Licensee and their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Licensee contrary to the provisions of Section 12 of this Agreement.

14.2 **Transfer of Licensor's Interest**. If Licensor transfers its interest in the Shopping Center, Licensor shall deliver the Security Deposit to the transferee (either directly or via a credit at closing) and shall automatically be released from all liability under this Agreement and Licensee agrees to look solely to such transferee for the performance of Licensor's obligations hereunder after the date of transfer, provided that such transferee shall have fully assumed and agreed to be liable for all obligations of this Agreement to be performed by Licensor.

14.3 **Relationship of Parties**. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Licensor and Licensee.

14.4 **Time of Essence**. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

14.5 **Partial Invalidity**. If any provision contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

14.6 **Licensor's Liability**. The liability of Licensor and any of its constituent partners under this Agreement or arising in connection herewith shall be limited solely and exclusively to the interest of Licensor in the Shopping Center. Notwithstanding any contrary provision herein, neither Licensor nor Licensee nor any of their respective constituent partners or members shall be liable under any circumstances for consequential damages, including injury or damage to, or interference with, the other party's business.

14.7 __Entire Agreement__. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement constitutes the parties' entire agreement with respect to the license granted hereby. None of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

14.8 __Brokers__. Each party represents and warrants to the other that no broker, agent or finder negotiated, other than Burnham Real Estate Services, Inc. ("**Broker**"), or was instrumental in negotiating or consummating this Amendment. Licensor shall be responsible for the payment of the Broker's commission pursuant to a separate agreement between Licensor and Broker. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any person or entity, other than Broker, who claims or alleges that they were retained or engaged by the indemnifying party or at the request of such party in connection with this Amendment.

14.9 __Notices__. All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice shall be sent or delivered, as the case may be, to Licensee at the address set forth below, or to such other place as Licensee may from time to time designate in a Notice to Licensor, or to Licensor at the addresses set forth below, or to such other places as Licensor may from time to time designate in a Notice to Licensee. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made. As of the date of this Agreement, any Notices to Licensee must be sent, transmitted, or delivered, as the case may be, to the following address:

Global Tower Assets, LLC
1801 Clint Moore Road, Suite 215
Boca Raton, FL 33487
Attention: ______________

As of the date of this Agreement, any Notices to Licensor must be sent, transmitted, or delivered, as the case may be, to the following address:

BlackRock Realty Advisors
350 S. Grand Avenue, Suite 3700
Los Angeles, CA 90071
Attention: Asset Manager

with a copy to:

BlackRock Realty Advisors
300 Campus Drive, 3rd Floor
Florham Park, New Jersey 07932
Attention: General Counsel
Telephone: (973) 355-4500

14.10 **Joint and Several**. If there is more than one Licensee, the obligations imposed upon Licensee under this Agreement shall be joint and several.

14.11 **Attorneys' Fees**. In the event that either Licensor or Licensee should bring suit for the recovery of any sum due under this Agreement, or because of the breach of any provision of this Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party.

14.12 **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the state of California.

14.13 **Counterparts**. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.

14.14 **No Waiver**. One or more waivers of a breach of any provisions or this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the provision. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act.

14.15 **Estoppel Certificates**. Within fifteen (15) days following a request in writing by Licensor, Licensee shall execute, acknowledge and deliver to Licensor an estoppel certificate, which shall contain any information reasonably requested by Licensor or Licensor's mortgagee or prospective mortgagee concerning this Agreement.

14.16 **Subordination**. This Agreement shall be subject and subordinate to all present and future ground leases of the Shopping Center and to the lien of any mortgage, trust deed or other encumbrances (collectively, the "**Encumbrances**") now or hereafter in force against Licensor's interest in the Shopping Center, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such Encumbrances, unless the holders of such Encumbrances, or the lessors under such ground leases , require in writing that this Agreement be superior thereto; provided, however, that a condition precedent to such subordination as to future Encumbrances or ground leases shall be that Licensor obtains from the lessor, lender or other party in question a commercially reasonable non-disturbance agreement in favor of Licensee. Licensee agrees that in the event any proceedings are brought for the foreclosure of any such Encumbrances, or if any ground lease is terminated, Licensee shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground lease, as the case may be, if so requested by such purchaser or lessor, and to recognize such purchaser or lessor as the Licensor under this Agreement. With regard to any existing Encumbrance, Licensor covenants and agrees that, upon the request of Licensee, it shall use its best efforts to cause the holder thereof to execute a commercially reasonable non-disturbance agreement in favor of Licensee. Licensee shall, within fifteen (15) days of request by Licensor, execute and acknowledge such instruments or assurances as Licensor may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Agreement to any such Encumbrances or ground leases, subject to the terms of this Section 14.16.

14.17 **Condemnation**. If the entire portion of the Shopping Center upon which the Equipment is located, or so much thereof as to render the balance thereof not reasonably suitable for housing the Equipment, shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, either party hereto may, by serving written notice upon the other party hereto within thirty (30) days thereafter, immediately terminate this Agreement. Notwithstanding any provision of the License to the contrary, in the event of condemnation of the License Area, Licensor and Licensee shall be entitled to separate awards with respect to the License Area, in the amount determined by the court conducting such condemnation proceedings based upon Licensor's and Licensee's respective interests in the License Area. If a separate condemnation award is not determined by such court, Licensor shall permit Licensee to participate in the allocation and distribution of the award. In all such events, Licensor shall receive all income, rent, award or other interest attributable to Licensor's interest in the License Area and Licensee shall receive all income, rent, award or other interest attributable to Licensee's interest in the License Area (including, without limitation, the Equipment, loss of business, goodwill or relocation expense).

14.18 **Security Deposit**. Concurrently with Licensee's execution of this Agreement, Licensee shall deposit with Licensor a security deposit (the "**Security Deposit**") in an amount equal to Two Thousand Six Hundred Nine and 55/100 Dollars ($2,609.55). The Security Deposit shall be held by Licensor as security for the faithful performance by Licensee of all the terms, covenants, and conditions of this Agreement to be kept and performed by Licensee during the Term. If Licensee defaults with respect to any provisions of this Agreement, Licensor may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any amount that Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damages that Licensor may suffer by reason of Licensee's default. If any portion of the Security Deposit is so used or applied, Licensee shall, within fifteen (15) days after written demand therefor, deposit cash with Licensor in an amount sufficient to restore the Security Deposit to its original amount, and Licensee's failure to do so shall be a default under this Agreement. If Licensee is not in default under this Agreement upon the expiration or earlier termination of this Agreement, the Security Deposit, or any balance thereof, shall be returned to Licensee or, at Licensor's option, to the last assignee of Licensee's interest hereunder, within thirty (30) days following the expiration of the Term. Licensee shall not be entitled to any interest on the Security Deposit.

14.19 **Recording**. This Agreement may be recorded in the public records by Licensor or Licensee.

15. Hazardous Materials.

15.1 Licensee shall not cause or knowingly permit any Hazardous Material (as defined in Section 15.2 below) to be brought, kept or used in or about the Shopping Center or the real property surrounding the Shopping Center (the Shopping Center and the surrounding area shall be referred to herein as the "**Real Property**") by Licensee, its agents, employees, contractors, or invitees. Licensee indemnifies Licensor for, from and against any breach by Licensee of the obligations stated in the preceding sentence, and agrees to defend and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Real Property, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Real Property, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term of this Agreement as a result of such breach, except to the extent such breach is the result of Licensor's negligence or willful misconduct. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Real Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Real Property caused or permitted by Licensee results in any contamination of the Real Property, Licensee shall promptly take all actions at its sole expense as are necessary to return the Real Property to the condition existing prior to the introduction of any such Hazardous Material and the contractors to be used by Licensee for such work must be approved by Licensor, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Real Property and so long as such actions do not materially interfere with the use and enjoyment of the Real Property by the other tenants or licensees thereof.

15.2 As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) designated as a "Toxic Pollutant" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (ii) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

16. Licensee's Lien and Mortgage Rights.

16.1 Licensor agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of all its premises notwithstanding any default hereunder by Licensee so long as each respective subtenant or sublicensee is not in default under the lease/license covering its premises. Licensor agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Licensor recognition agreements to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

16.2 Licensor consents to the granting by Licensee of a lien and security interest in Licensee's interest in the License and all of Licensee's personal property and fixtures (including the Equipment) attached to the License Area to any lender providing financing for the Equipment or other financing in connection with Licensee's use of the License Area ("Licensee's Lender"), and furthermore consents to the exercise by Licensee's Lender of its rights of foreclosure with respect to such lien and security interest. Licensor agrees to recognize Licensee's Lender as Licensee hereunder upon any valid exercise by Lender of its rights of foreclosure.

16.3 Licensor hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to the License to the lien and security interest of Licensee's Lender in the collateral securing all indebtedness at any time owed by Licensee to Licensee's Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Licensee and Licensee's Lender, Licensee's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Licensor of any rights which it may have therein, including, but not limited to, entry upon the License Area and removal of the Collateral free and clear of Licensor's lien and security interest; however, any such entry by Licensee's Lender shall be subject to Licensee's Lender's (i) compliance with the Rules and Regulations, (ii) providing Licensor with evidence that Licensee's Lender has obtained the insurance required in Section 10.2 above, including naming Licensor, its mortgagee and its property manager as additional insured, and (iii) agreement to indemnify Licensor for any claims arising out of Licensee's Lender's entry on the Shopping Center and/or the removal of the Collateral and to repair any damage to the Shopping Center caused by such removal.

16.4 Licensee shall have the right from time to time to mortgage or otherwise encumber Licensee's interest in this Agreement.

16.5 No mortgagee of Licensee (including Licensee's Lender) shall become liable for the performance of Licensee's obligations under this Agreement unless and until such time as it becomes, and then only for as long as it remains, the owner of the Licensee's interest in this Agreement.

16.6 Licensor shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to Licensee under any lease of the improvements (including the Equipment) on the License Area, if any, which rentals may be assigned by Licensee to Licensee's Lender or any other mortgagee of Licensee.

16.7 The provisions of this Section 16 are for the benefit of Licensee's Lender and any other mortgagee of Licensee and may be relied upon and shall be enforceable by Licensee's Lender and any other mortgagee of Licensee as if such party were a party to this Agreement.

16.8 Licensor shall, within fifteen (15) days of the request of Licensee or Licensee's Lender or any other potential mortgagee of Licensee, provide a commercially reasonable estoppel certificate as to any matters reasonably requested by Licensee or Licensee's Lender or any other potential mortgagee of Licensee.

16.9 The provisions of this Section 16 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 16 were a separate and independent contract made by Licensor, Licensee and Licensee's Lender or any other mortgagee of Licensee.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed the day and date first above written.

"Licensor":

GRANITE CANYON LAKES, LLC,
a Delaware limited liability company

By: BlackRock Granite Property Fund, L.P.,
a Delaware limited partnership,
its Sole Member

By: BlackRock Granite Property Fund, LLC,
a Delaware limited liability company,
its General Partner

By: BlackRock Granite Property Fund, Inc.,
a Maryland corporation,
its Sole Member

By: BlackRock Realty Advisors, Inc.,
its investment manager

By: Ann M. Neidlinger
Name: ANN M. NEIDLINGER
Title: V.P.

"Licensee":

GLOBAL TOWER ASSETS, LLC,
a Delaware limited liability company

By: Tony Howard
Name:
Title: Sr VP

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

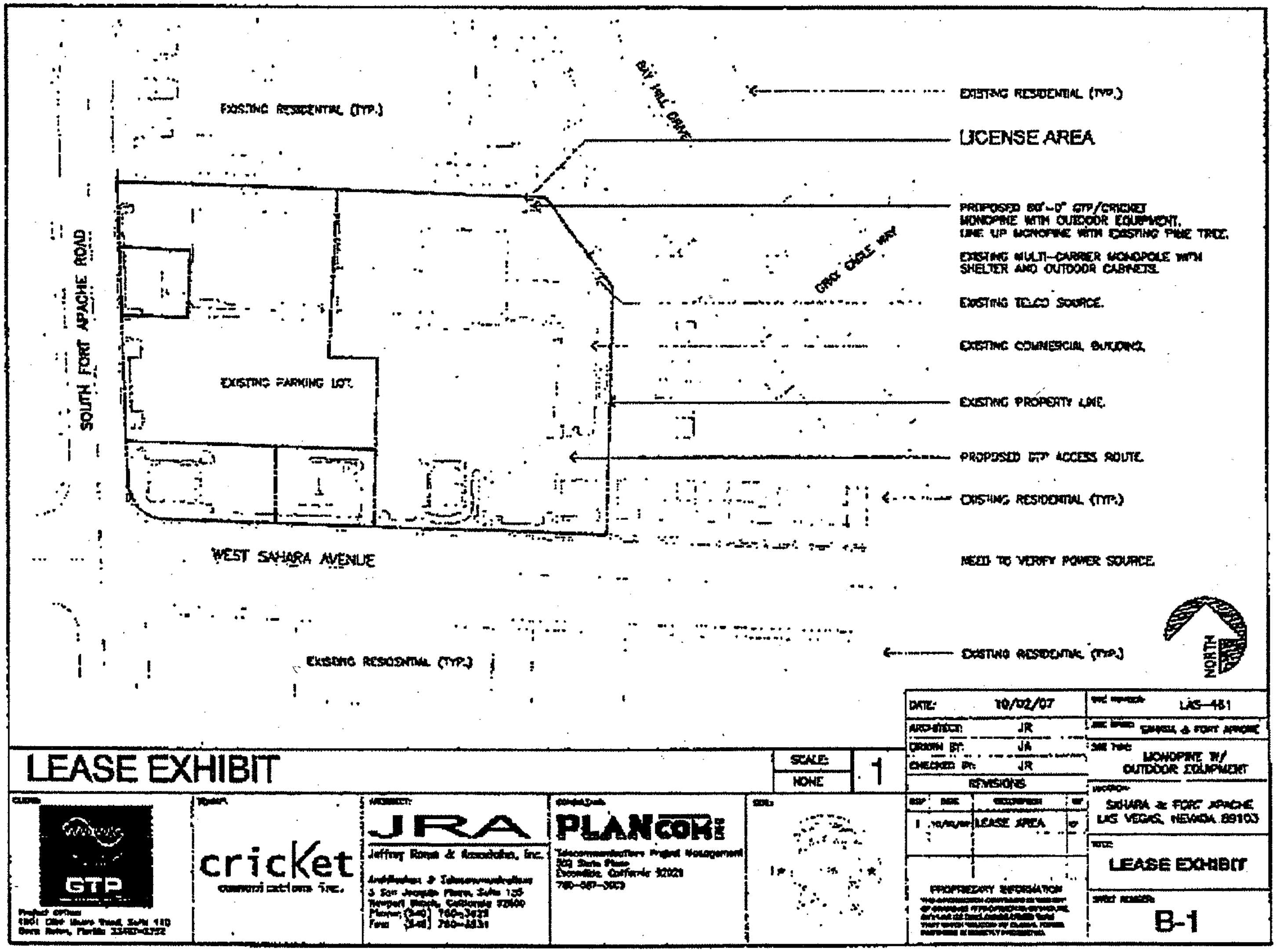
The "Equipment" is:

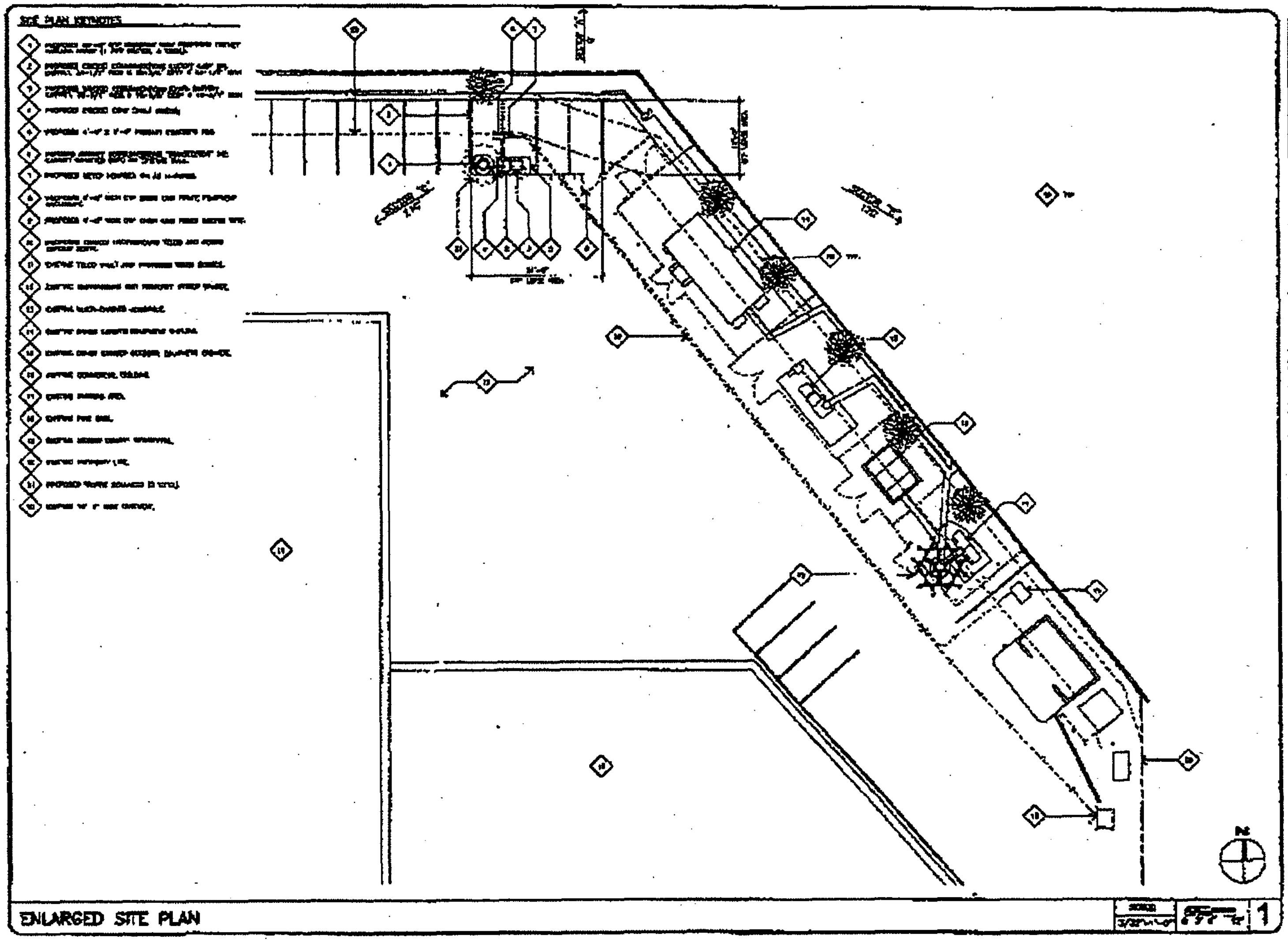
EXHIBIT "B"

DEPICTION OF LICENSE AREA

EXHIBIT "B"

-2-


EXISTING RESIDENTIAL (TYP.)
EXISTING RESIDENTIAL (TYP.)
LICENSE AREA
PROPOSED 80'-0" GTP/CRICKET MONOPINE WITH OUTDOOR EQUIPMENT. LINE UP MONOPINE WITH EXISTING PINE TREE.
EXISTING MULTI-CARRIER MONOPOLE WITH SHELTER AND OUTDOOR CABINETS.
EXISTING TELCO SOURCE.
EXISTING COMMERCIAL BUILDING.
EXISTING PROPERTY LINE.
PROPOSED GTP ACCESS ROUTE.
EXISTING RESIDENTIAL (TYP.)
NEED TO VERIFY POWER SOURCE.
EXISTING RESIDENTIAL (TYP.)
SOUTH FORT APACHE ROAD
EXISTING PARKING LOT.
WEST SAHARA AVENUE
EXISTING RESIDENTIAL (TYP.)
NORTH
LEASE EXHIBIT
SCALE: NONE
1
DATE: 10/02/07
LAS-461
ARCHITECT: JR
DRAWN BY: JR
CHECKED BY: JR
REVISIONS
LEASE AREA
SAHARA & FORT APACHE
MONOPINE W/ OUTDOOR EQUIPMENT
SAHARA & FORT APACHE LAS VEGAS, NEVADA 89103
LEASE EXHIBIT
B-1
GTP
cricket communications inc.
JRA
Jeffrey Roma & Associates, Inc.
PLANCOM
PROPRIETARY INFORMATION



JRA

GTP

SAHARA & FORT APACHE

ENLARGED SITE PLAN

A-1

EXHIBIT "C"

RULES AND REGULATIONS

EXHIBIT B

RULES AND REGULATIONS

1. Tenant shall keep the Premises at all times in a neat, clean, and sanitary condition, shall neither commit nor permit any party under its control to commit any waste or nuisance thereon, and shall keep the walks and corridors adjacent thereto free from waste or debris. Tenant and Tenant's employees shall not in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to the Shopping Center, and they shall use the same only as passageways to and from their respective work areas.

2. Any sash doors, windows, glass doors, lights and skylights that reflect or admit light into the Common Areas of Shopping Center shall not be covered or obstructed by Tenant. Water closets, urinals and wash basins shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers, food or other substance of any kind shall be thrown into them. Tenant shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof foundations, bearing or partition walls, columns, or pillars without the prior written consent of Landlord. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Premises except with the consent of Landlord. If Tenant desires window drop curtains in the show windows of the Premises, the same must be of such uniform shape, color, material and make as may be prescribed by Landlord and must be installed as directed by Landlord, and paid for by Tenant.

4. No boring or cutting for wires shall be allowed, except with the consent of Landlord.

5. Landlord may limit weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event Tenant shall require extra heavy equipment, Tenant shall notify Landlord of such fact and shall pay the cost of structural bracing (including engineering calculations by a licensed structural engineer selected by Landlord and paid by Tenant) to accommodate same. All damage done to the Premises or Shopping Center by putting in, or taking out, or maintaining extra heavy equipment shall be repaired at the expense of Tenant.

6. Tenant shall not use the Premises for the preparation, manufacture, or mixing of anything that might emit any odor or objectionable noises or lights into the Shopping Center in which Premises are located; provided, however, the normal operation of a Café Rio Restaurant shall not be deemed a violation of this provision. No auction, fire sales, bankruptcy sales, sidewalk sale, going out of business sale or continuous discount operation may be conducted in the Premises without the prior written consent of Landlord, which may be withheld at Landlord's sole discretion.

7. Tenant and its officers, agents and employees shall not make nor permit any loud, unusual or improper noises nor interfere in any way with other tenants or those having business with them, nor bring into nor keep within Shopping Center any animal or bird (with the exception of any authorized pet store), except as Landlord may from time to time permit.

8. Tenant and its officers, agents and employees and any and all contractors and subcontractors hired by Tenant shall park their vehicles in such areas as may be designated from time-to-time by Landlord. Upon request, Tenant shall provide to Landlord the license plate numbers of all of Tenant's officers, agents and employees. Landlord shall also have the right to have any vehicle that is in violation of any local parking regulation or any rules imposed by Landlord towed away at the expense of Tenant. Tenant shall reimburse Landlord for any such towing charges immediately upon demand by Landlord.

9. Except such machinery as is customarily used in the ordinary course of Tenant's Permitted Use, no machinery of any kind will be allowed in the Premises without the written consent of Landlord. Tenant shall not use any machinery in the Premises, even though its installation may have been permitted by Landlord which may cause any unreasonable noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the Premises.

10. Tenant shall use its good faith efforts to complete or cause to be completed, all deliveries, loading, unloading, rubbish removal and other services to the Premises prior to 10:00 a.m. of each day. Any deliveries which must occur after 10:00 a.m. may only be effected through Tenant's rear entrance and all delivery vehicles shall park behind the Premises. No tractor-trailer truck deliveries shall be permitted between the hours of 10:00 p.m. and 6:00 a.m. on weekdays or between the hours of 10:00 p.m. and 8:00 a.m. on weekends and on holidays. Landlord reserves the right to further regulate and approve of loading zones, truck access routes through the Shopping Center for deliveries and the activities of Tenant in regard to deliveries, and servicing of the Premises, and Tenant agrees to abide by such further non-discriminatory regulations of Landlord.

11. When Tenant is open for business, Tenant shall keep the Premises fully stocked at inventory levels equivalent to the levels of inventory in the Premises on the Minimum Monthly Rent Commencement Date.

12. Tenant shall not install or use any equipment (including, without limitation, loudspeakers, video, television, or other sound or light apparatus) that can be heard or seen outside the Premises (except such equipment as is approved by Landlord in Tenant's outdoor patio). No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal at Tenant's cost without notice at any time.

13. Tenant shall not place harmful liquids or chemicals in the drainage system of the Premises or Building. All garbage, including wet garbage, refuse or trash shall be placed by the Tenant in receptacles for that purpose. Tenant and Tenant's officers, agents and employees shall not throw refuse or other substances or litter of any kind in or about Shopping Center, except in receptacles placed therein for such purposes by Landlord or government authorities. Tenant shall not burn any trash or garbage at any time in or about the Premises or any area of Shopping Center.

14. In addition to the Center pest extermination contractor, Tenant may use its own pest exterminator contractor, subject to Landlord's approval.

15. Tenants are required to observe all security regulations reasonably issued by the Landlord and to comply with instructions and/or directions of the duly authorized security personnel for the protection of Shopping Center and all tenants therein.

16. Landlord specifically reserves to itself or to any person or firm it selects, the right to place in and upon the Shopping Center, coin-operated machines for the sale of cigarettes, candy, and other merchandise or service and the revenue resulting therefrom, including the sale of goods which may compete with those which Tenant is permitted to sell. Neither party shall place or permit vending machines in the Premises.

17. The Premises leased to Tenant hereunder are a portion of Landlord's Shopping Center. Landlord has or will have other portions of said Shopping Center under lease to one or more other tenants, which lease(s) do or shall also include non-exclusive rights to use the Common Areas. Tenant agrees to cooperate fully with Landlord and other tenants in accommodating the use of Landlord's Shopping Center to multiple uses and repairs of said Shopping Center and other matters set forth in the Lease. In this regard, Tenant agrees to permit reasonable access to the Premises for the installation, repair or replacement of utility lines and facilities which may be required by a co-tenant.

18. Landlord reserves the right to exclude or expel from Shopping Center any person who, in the reasonable judgment of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of the law or the Rules and Regulations of the Shopping Center.

19. Tenant shall abide by any additional rules or regulations which are ordered or requested by any government or military authority.

20. Tenant agrees to participate in tenant surveys conducted by Landlord in order to obtain tenant feedback concerning the operation of the Shopping Center.

Legal Description

A Leasehold Estate, said leasehold being a portion of the following described parent parcel:

PARCEL 1:

That portion of the Southwest quarter (SW 1/4) of Section 5, Township 21 South, Range 60 East, M.D.M., further described as follows:

Lots One (1) and Three (3) as shown by map thereof in File 59 of Parcel Maps, Page 89, as amended by map thereof in File 63 of Parcel Maps, Page 44, both in the Office of the County Recorder of Clark County, Nevada.

PARCEL 2:

Non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across the common area, utility facilities and signage under, through and across the common area and building encroachments into or over the common area as disclosed by a Declaration of Restrictions and Grant of Easements Recorded March 2, 1989 in Book 890302 as Document No. 00629 in the Office of the County Recorder of Clark County, Nevada, as amended.

PARCEL 3:

A limited encroachment right-of-way as created in that certain Encroachment Agreement Recorded July 23, 1987 in Book 870723, Instrument No. 00587 and that certain Encroachment Agreement Recorded August 25, 1989 in Book 890825 as Document No. 00619 both of Official Records, Clark County, Nevada.

AND BEING the same property conveyed to Granite Canyon Lakes LLC, a Delaware limited liability company from Canyon Lakes Plaza Prime, LLC, a California limited liability company and Canyon Lakes Glaser, LLC, a California limited liability company by Grant, Bargain, and Sale Deed dated November 08, 2006 and recorded November 08, 2006 in Instrument Number 20061108-0003980.

Tax Parcel No. 163-05-410-004

NV-5023

EXHIBIT 4

Description of LESSEE's Equipment
(Attach Approved Collocation Application)

GLOBAL TOWER PARTNERS

Collocation Application

Check one: New ☒ Addition to Existing ☐ Modification ☐	**Date submitted:** June 24, 2008 Revised Sept 2, 2008
PLEASE RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)	GTP Site #: NV-5023
GTP	GTP Site Name: Sahara / Fort Apache
10509 SD Mission Road #U — E-Mail: tvanboxtel@gtpsites.com	GTP Date Received:
	Revision Dates:
San Diego, CA 92108 — Office: (619) 641-3076	**RSM Approval:** Approved Pending structural JAC
Attn: Todd VanBoxtel — Fax: (619) 641-3078	

APPLICANT/CARRIER INFORMATION

Carrier Name:	Clearwire US LLC	Contact Name:	Debra Christian
Carrier Site Name:	GT NV-5023	Contact Number:	(208) 794-8899
Carrier Site Number:	NV-LSV101	Contact Fax:	(702) 990-0637
Carrier Legal Entity Name, type of entity (LP, GP, LLC, Corp) and state of registration:	Clearwire US LLC, a Nevada limited liability company	Contact Address:	1051 Mary Crest – Suite K Henderson, NV 89074
Notice Address for Lease:	Attn: Site Leasing 4400 Carillon Pt, Kirkland, WA 98033		
With copies to:	Attn: Legal	Contact E-mail:	Deb.christian@clearwire.com
Carrier Invoice Address:	4400 Carillon Pt, Kirkland, WA 98033		
Carrier Invoice Contact - Name, Title, Phone No.	P. O. Box 1687, Bellevue, WA 98009-1687 Linda Cook, Receiving (425) 216-4495	Carrier NOC #	866-316-7575

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number:	Debra Christian
RF Contact Name/Number:	Sam McGowan / 801-209-7208 / Samson.mcgowan@clearwire.com
Construction Contact Name/Number:	Lowell Nelson / 303-589-1752 / Lowell.nelson@clearwire.com
Emergency Contact Name/Number:	NOC 866-316-7575

SITE INFORMATION

Latitude:	36	8	45.80	N	Existing Structure Type:	Monopine
Longitude:	115	17	42.69	W	Existing Structure Height:	80'
Site Address:						

ANTENNA & COAX

Sector	1	2	3	OTHER (dish, TMA, GPS)
Desired Rad Center (ft. AGL)	72' co-plane with Cricket	72' co-plane with Cricket	72' co-plane with Cricket	72' co-plane with Cricket
Antenna Quantity	1	1	1	3 MW's
Antenna Manufacturer	Kathrein	Kathrein	Kathrein	Radiowaves
Antenna Model (**Attach Spec Sheet**)	840 10057	840 10057	840 10057	HP2-23
Weight (per antenna)	10 lbs	10 lbs	10 lbs	27 lbs
Antenna Dimensions	42" x 6.1" x 2.7"	42" x 6.1" x 2.7"	42" x 6.1" x 2.7"	2'
Quantity & Diameter of Coax Cables **PER ANTENNA**	1 / CAT 5 (5/16")	1 / CAT 5 (5/16")	1 / CAT 5 (5/16")	3 lines of ½" Coax
Orientation/Azimuth (degrees from true north)	0	120	240	TBD
Mechanical Tilt (degrees)	TBD	TBD	TBD	TBD
# Of Channels	1	1	1	1
Antenna Mount Mounting Height (ft. AGL)	70' or best available	70' or best available	70' or best available	70' or best available
Transmit Frequency	2500 – 2686 MHz	2500 – 2686 MHz	2500 – 2686 MHz	22075-23275 MHz
Receive Frequency	2500 – 2686 MHz	2500 – 2686 MHz	2500 – 2686 MHz	22075-23275 MHz
ERP (watts)	25 Watts	25 Watts	25 Watts	100 Watts
Type of Service (i.e. Cellular, PCS, Wi-Max)	Wi-Max	Wi-Max	Wi-Max	

GROUND SPACE REQUIREMENTS

Total Ground Area Dimensions Required (L x W, ft.)	7' x 7'	Generator: ☐ Diesel ☐ Propane ☐ Natural Gas Pad Dimension (L X W, ft.):	
Cabinet Dimension (L x W x H, ft.)	54" x 30" x 30"	Cabinet Manufacturer	DDB Unlimited
Shelter Dimension (L x W x H, ft.)	N/A	Shelter Manufacturer	N/A

AC POWER REQUIREMENTS

Voltage: 120 / 240	Total Amperage: 40

Comments: DAP Head Units with brackets will also be mounted behind each antenna. DAP Head units spec sheet is attached. Specs are as follows: 1 Motorola DAP head Model #170Z7N01LC, measuring 28' x 7' x 9', weighing 6.25 lbs, per antenna for a total of three. Each dap head to consist of 1 line each of ½" for a total of 3.

From: Cary Warren [mailto:cwarren@commsites.com]
Sent: Friday, August 29, 2008 5:09 PM
To: 'Todd Van Boxtel'
Cc: Deb Christian (Contractor)
Subject: Rainbow Tower NV-5015 (LAS-468)

Todd,

Please be advised that Cricket has agreed to share its rad center at this tower with Clearwire. This agreement is subject to a structural analysis satisfactory to GTP and Clearwire's ability to obtain all required governmental approvals.

Deb,

Any work to relocate Cricket's antennas must be done at night. All proposed modifications must be approved in advance and the cost will be at Clearwire's expense. Clearwire will have to indemnify Cricket for any damage to the tower or to Cricket's equipment. We can take care of those matters just before you are ready to install.

Cary Warren
Meridian Telecom, Inc.
310-985-3555

Legal Description

LEGAL DESCRIPTION

Separator Sheet

EXHIBIT 1

Description of Property

PARCEL I:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., FURTHER DESCRIBED AS FOLLOWS:

LOTS ONE (1) AND THREE (3) AS SHOWN BY MAP THEREOF IN FILE 59 OF PARCEL MAPS, PAGE 89, AS AMENDED BY MAP THEREOF IN FILE 63 OF PARCEL MAPS, PAGE 44, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND VEHICULAR PARKING UPON, OVER AND ACROSS THE COMMON AREA, UTILITY FACILITIES AND SIGNAGE UNDER, THROUGH AND ACROSS THE COMMON AREA AND BUILDING ENCROACHMENTS INTO OR OVER THE COMMON AREA AS DISCLOSED BY A DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MARCH 2, 1989 IN BOOK 890302 AS DOCUMENT NO. 00629 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AS AMENDED.

PARCEL III:

A LIMITED ENCROACHMENT RIGHT-OF-WAY AS CREATED IN THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED JULY 23, 1987 IN BOOK 870723, INSTRUMENT NO. 00587 AND THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED AUGUST 25, 1989 IN BOOK 890825 AS DOCUMENT NO.00619 BOTH OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT 2

**Description of Premises
(attached)**

Justification Letter

JUSTIFICATION LETTER

Separator Sheet

PROJECT JUSTIFICATION
for
CLEARWIRE COMMUNICATIONS
80' Monopine Addition of Antennas
NVLSV 101
9002 W. Sahara Avenue
Las Vegas, Nevada 89117
APN: 163-05-410-004

Administrative Site Plan Review Request

To: City of Las Vegas
Community Development Department

From: Mark McGarey
Marken Telecommunication Services

Date: 03/12/09

Re: Skywaves West Tower and Horvath Communications application for CLEARWIRE WIRELESS BROADBAND ANTENNAS

THE REQUEST

Clearwire and Horvath Communications respectfully request City of Las Vegas Administrative Site Plan Review approval for an addition of Clearwire Antennas at 70' located in the C-1 zoning district at **9002 W. Sahara Avenue, Las Vegas, NV 89117** APN: **163-05-410-004**. The addition of panel antennas will be completely screened behind the artificial tree limbs, mounted to the steel pole.

SUBJECT PARCEL

The subject parcel is approximately 5.57 acres in size, APN# **163-05-410-004**, and is zoned "C-1". The subject parcel is owned by Granite Canyon Lakes LLC who is leasing the facility to the tower owner, Global Tower Partners.

THE FACILITY

Clearwire proposes to attach three flush-mounted panel antennas on the 80' monopine at a height of 70' and 3-24" microwave dishes on the pole at a height of 70' Details of the plan are as follows:

- Installation of three Clearwire panel antennas at the 70' center-line.
- Installation of 3- 24" high performance microwave dish on the pole at the 70' height.

RECEIVED
MAR 16 2009

- Installation of two telecommunications cabinets mounted on a concrete pad inside a lease area measuring 15' x 30'. The cabinets will not exceed the height of the compound wall.
- The coaxial cables linking the radio cabinets to the antennas will be routed down the inside of the pole from the antennas to a height below the screen wall and over the ground inside the compound to the equipment cabinets.

Parking
Parking will not be impacted by the location of the facility.

Horvath Communications and Clearwire appreciate your consideration of this request. Should you have any questions, or require additional information, please contact me at (602) 432-1736.

ABOUT CLEARWIRE

Clearwire Corporation (www.clearwire.com) is a nationwide provider of next-generation wireless Internet services enabling fast, simple, portable, reliable and affordable communications anytime, anywhere within Clearwire's coverage area. Clearwire is preparing to launch this service in the Greater Las Vegas metro area. Clearwire will provide for Las Vegas area customers, an easy, off-the-shelf wireless high-speed Internet solution where customers typically have the service operating within minutes of receiving the modem without any need for a technician to visit. There is no software to load and generally no configuring or changes to the customer's computer. The fast and simple service can be accessed by simply taking the modem out of the box, plugging it in and connecting the Ethernet cord to the customer's computer.

Clearwire currently provides a next-generation, non-line-of-site WiMAX-class solution. The portable Clearwire service can be moved from place to place inside Clearwire's coverage area, which upon network launch, will allow customers to use the service throughout their home, office or favorite coffee house. Customers will use Clearwire to connect to the Internet using licensed spectrum, allocated and regulated by the Federal Communications Commission, eliminating the confines of traditional cable or phone wiring. For the consumer, the wireless communication facility tower equipment will transmit radio signals from a base site to a small, wireless modem, which easily connects a user's computer to the Internet.

Headquartered in Kirkland, Washington, Clearwire has launched wireless high-speed Internet service in 33 metro markets covering more than 370 cities and towns in Alaska, California, Hawaii, Idaho, Minnesota, Nevada, North Carolina, Oregon, Texas, Washington and Wisconsin. The system has been successfully launched internationally as well in countries such as Ireland, Belgium, Denmark (under the Clearwire name with Danske Telecom) and Mexico (via its partner MVSNet).

THE LAS VEGAS NETWORK

Since 2006, Clearwire has been developing a network of base station facilities to create its WiMAX network. The commercial launch of the system is scheduled for late 2008. The system works similarly to traditional cellular phone networks in that it deploys a series of antennas at geographically predetermined locations to create a "honeycomb" network of cell sites. These sites "talk" to one another providing the customer with seamless coverage and the ability to move throughout the coverage area without losing signal connectivity.

In order to provide a high quality, high capacity system, capable of transmitting the data streams Internet users are accustomed to, the system must be linked to via a microwave interconnect system that provides for large quantity data transmission. Readily available T-1 and fiber do not offer the capacity at the speeds necessary to make the system a viable alternative to cable and DSL systems. As such, the network is designed with a number of "Hub" microwave sites that will provide the necessary signal capacity to surrounding sites to make the system viable. Each "donor" site must have clear line-of-site to the Hub site and the transmission antennas at each site must exceed the height of the surrounding buildings and vegetation in the area it is designed to serve. In order to lower the number of costly and visually obtrusive HUB sites in an area, the surrounding donor sites must be built at or around 80' in height. This ensures the microwave paths are unobstructed and the donor sites can be located further from its donor. This limits the number of HUBs required, reduces costs and limits the number of visually "high impact" sites necessary to complete the system.

The Clearwire Las Vegas engineering plan calls for 8 hub sites and for 223 sites in the entire network. This figure will increase over time as capacity requirements dictate and coverage gaps are filled in. Clearwire, through its system development partners, have been working with existing wireless carriers, tower owners and building owners to locate its sites on existing structures wherever possible. Of the 223 sites anticipated for launch, over 85% will be collocations or rooftop locations. This approach is designed to meet the conditions of local jurisdictions throughout Clark County.

The remaining 30 – 35 sites under development do not have available structures in the area to accommodate collocation. In these cases, Clearwire is partnering with Horvath Communications, one of the nation's largest private tower developers, to construct its stand-alone facilities. Only after a search area has been evaluated for collocation and rooftop facilities does Horvath begin its work to secure the best possible location for a new stand-alone site. Considerations given in site selection include the location of surrounding residential properties, topography, elevation, existing cell sites, Clearwire's adjacent antenna locations, ability to secure leasehold rights and coverage objectives. Once a site has been selected for consideration, Clearwire and Horvath are committed to construction of only the best designed facilities for its new stand-alone structures. In most cases, Horvath believes the 26" diameter slim-line monopole (also used in lightpole replacements or stealth flagpole sites) is the least visibly objectionable. In some cases, alternative stealth site designs such as palm trees or pine trees may be utilized. Only very rarely, and only on sites that can handle the more intense use, will monopoles be requested. In every case, in-keeping with the objectives of most area jurisdictions, collocation will be accommodated on the new stealth structures.

PROJECT JUSTIFICATION
for
CLEARWIRE COMMUNICATIONS
80' Monopine Addition of Antennas
NVLSV 101
9002 W. Sahara Avenue
Las Vegas, Nevada 89117
APN: 163-05-410-004

Administrative Site Plan Review Request

To: City of Las Vegas
Community Development Department

From: Mark McGarey
Marken Telecommunication Services

Date: 03/12/09

Re: Skywaves West Tower and Horvath Communications application for CLEARWIRE WIRELESS BROADBAND ANTENNAS

THE REQUEST

Clearwire and Horvath Communications respectfully request City of Las Vegas Administrative Site Plan Review approval for an addition of Clearwire Antennas at 70' located in the C-1 zoning district at **9002 W. Sahara Avenue, Las Vegas, NV 89117** APN: **163-05-410-004**. The addition of panel antennas will be completely screened behind the artificial tree limbs, mounted to the steel pole.

SUBJECT PARCEL

The subject parcel is approximately 5.57 acres in size, APN# **163-05-410-004**, and is zoned "C-1". The subject parcel is owned by Granite Canyon Lakes LLC who is leasing the facility to the tower owner, Global Tower Partners.

THE FACILITY

Clearwire proposes to attach three flush-mounted panel antennas on the 80' monopine at a height of 70' and 3-24" microwave dishes on the pole at a height of 70' Details of the plan are as follows:

- Installation of three Clearwire panel antennas at the 70' center line.
- Installation of 3- 24" high performance microwave dish on the pole at the 70' height.

- Installation of two telecommunications cabinets mounted on a concrete pad inside a lease area measuring 15' x 30'. The cabinets will not exceed the height of the compound wall.
- The coaxial cables linking the radio cabinets to the antennas will be routed down the inside of the pole from the antennas to a height below the screen wall and over the ground inside the compound to the equipment cabinets.

Parking
Parking will not be impacted by the location of the facility.

Horvath Communications and Clearwire appreciate your consideration of this request. Should you have any questions, or require additional information, please contact me at (602) 432-1736.

ABOUT CLEARWIRE

Clearwire Corporation (www.clearwire.com) is a nationwide provider of next-generation wireless Internet services enabling fast, simple, portable, reliable and affordable communications anytime, anywhere within Clearwire's coverage area. Clearwire is preparing to launch this service in the Greater Las Vegas metro area. Clearwire will provide for Las Vegas area customers, an easy,/off-the-shelf wireless high-speed Internet solution where customers typically have the service operating within minutes of receiving the modem without any need for a technician to visit. There is no software to load and generally no configuring or changes to the customer's computer. The fast and simple service can be accessed by simply taking the modem out of the box, plugging it in and connecting the Ethernet cord to the customer's computer.

Clearwire currently provides a next-generation, non-line-of-site WiMAX-class solution. The portable Clearwire service can be moved from place to place inside Clearwire's coverage area, which upon network launch, will allow customers to use the service throughout their home, office or favorite coffee house. Customers will use Clearwire to connect to the Internet using licensed spectrum, allocated and regulated by the Federal Communications Commission, eliminating the confines of traditional cable or phone wiring. For the consumer, the wireless communication facility tower equipment will transmit radio signals from a base site to a small, wireless modem, which easily connects a user's computer to the Internet.

Headquartered in Kirkland, Washington, Clearwire has launched wireless high-speed Internet service in 33 metro markets covering more than 370 cities and towns in Alaska, California, Hawaii, Idaho, Minnesota, Nevada, North Carolina, Oregon, Texas, Washington and Wisconsin. The system has been successfully launched internationally as well in countries such as Ireland, Belgium, Denmark (under the Clearwire name with Danske Telecom) and Mexico (via its partner MVSNet).

THE LAS VEGAS NETWORK

Since 2006, Clearwire has been developing a network of base station facilities to create its WiMAX network. The commercial launch of the system is scheduled for late 2008. The system works similarly to traditional cellular phone networks in that it deploys a series of antennas at geographically predetermined locations to create a "honeycomb" network of cell sites. These sites "talk" to one another providing the customer with seamless coverage and the ability to move throughout the coverage area without losing signal connectivity.

In order to provide a high quality, high capacity system, capable of transmitting the data streams Internet users are accustomed to, the system must be linked to via a microwave interconnect system that provides for large quantity data transmission. Readily available T-1 and fiber do not offer the capacity at the speeds necessary to make the system a viable alternative to cable and DSL systems. As such, the network is designed with a number of "Hub" microwave sites that will provide the necessary signal capacity to surrounding sites to make the system viable. Each "donor" site must have clear line-of-site to the Hub site and the transmission antennas at each site must exceed the height of the surrounding buildings and vegetation in the area it is designed to serve. In order to lower the number of costly and visually obtrusive HUB sites in an area, the surrounding donor sites must be built at or around 80' in height. This ensures the microwave paths are unobstructed and the donor sites can be located further from its donor. This limits the number of HUBs required, reduces costs and limits the number of visually "high impact" sites necessary to complete the system.

The Clearwire Las Vegas engineering plan calls for 8 hub sites and for 223 sites in the entire network. This figure will increase over time as capacity requirements dictate and coverage gaps are filled in. Clearwire, through its system development partners, have been working with existing wireless carriers, tower owners and building owners to locate its sites on existing structures wherever possible. Of the 223 sites anticipated for launch, over 85% will be collocations or rooftop locations. This approach is designed to meet the conditions of local jurisdictions throughout Clark County.

The remaining 30 – 35 sites under development do not have available structures in the area to accommodate collocation. In these cases, Clearwire is partnering with Horvath Communications, one of the nation's largest private tower developers, to construct its stand-alone facilities. Only after a search area has been evaluated for collocation and rooftop facilities does Horvath begin its work to secure the best possible location for a new stand-alone site. Considerations given in site selection include the location of surrounding residential properties, topography, elevation, existing cell sites, Clearwire's adjacent antenna locations, ability to secure leasehold rights and coverage objectives. Once a site has been selected for consideration, Clearwire and Horvath are committed to construction of only the best designed facilities for its new stand-alone structures. In most cases, Horvath believes the 26" diameter slim-line monopole (also used in lightpole replacements or stealth flagpole sites) is the least visibly objectionable. In some cases, alternative stealth site designs such as palm trees or pine trees may be utilized. Only very rarely, and only on sites that can handle the more intense use, will monopoles be requested. In every case, in-keeping with the objectives of most area jurisdictions, collocation will be accommodated on the new stealth structures.

Plans (PMT)

PLANS - PMT

Separator Sheet

clearwire®
U.S. LLC

NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
PARCEL NUMBER: 163-05-410-004
COLOCATION W/ GLOBAL TOWER PARTNERS
ON AN EXSITING MONOPINE

CONSULTANT TEAM

CLIENT:
CLEARWIRE U.S. LLC
ALEX BLASSCYK
702-273-0609-CELL PHONE
1051 MARYCREST RD. SUITE K
HENDERSON, NV. 89074

DESIGN SERVICES:
JC DESIGN & MANAGEMENT
399 W. VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
CONTACT: JOHN COLLINS
E-MAIL: JCDESIGN2000@YAHOO.COM
PHONE: (480) 677-2686 FAX: (480) 677-2688

ELECTRICAL:
APEX CONSULTING
6000 SOUTH EASTERN AVE SUITE 68
LAS VEGAS, NV 89119
CONTACT: KANIZ FATEMA
PHONE: (702) 968-9221 FAX: (702) 951-7589

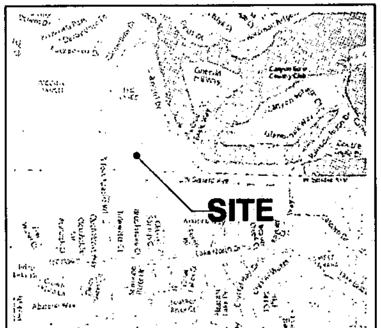
PROJECT SURVEY:
PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NV 89101
CONTACT: ROBERT HARRISON
PHONE: (702) 212-4016 FAX: (702) 212-4013

TOWER OWNER:
GLOBAL TOWER PARTNERS
CRICKET CONTACT: CARY WARREN

POWER:	TELEPHONE:
NEVADA POWER COMPANY	EMBARQ
(702) 657-4300	(702) 361-3332

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER IBC 1103.2.9 LISTED AS AN EQUIPMENT SPACE.



VICINITY MAP

COORDINATES: (NAD 83)
LATITUDE: 36.146056
LONGITUDE: -115.295194
ELEVATION: 2778

DRIVING DIRECTIONS

FROM OUR OFFICE LOCATED 1051 MARY CREST RD HENDERSON, NV 89074;
TURN RIGHT ON N GIBSON RD – GO 0.4 MI
TURN RIGHT TO TAKE RAMP ONTO I-215 W – GO 10.4 MI
CONTINUE ON CR-215 W – GO 5.5 MI
CONTINUE ON CR-215 N – GO 3.6 MI
TAKE EXIT #21/FLAMINGO RD ONTO W FLAMINGO RD – GO 0.5 MI
TURN LEFT ON S FORT APACHE RD – GO 2.0 MI
TURN RIGHT ON W SAHARA AVE – GO 0.5 MI
MAKE A U-TURN AT CRYSTAL WATER WAY ONTO W SAHARA AVE – GO 0.2 MI
ARRIVE AT 9002 W SAHARA AVE, LAS VEGAS, ON THE RIGHT

SCALE

THE SCALES SHOWN WITHIN OR ON EACH DRAWING ARE FOR A FULL SIZE DRAWING ONLY (11x17). IF PLOTTED SMALLER OR LARGER PLEASE USE THE BAR SCALE AS THE REFERENCE

PROJECT SUMMARY

SITE NAME:	NV-LSV101G
SITE ADDRESS:	9002 W SAHARA AVE LAS VEGAS, NV 89117
APPLICANT:	CLEARWIRE U.S. LLC 4400 CARILLON POINT KIRKLAND, WA. 98033 CONTACT: McGAREY PHONE: 602-432-1736
PROPERTY OWNER:	GRANITE CANYON LAKES L L C

PROJECT DESCRIPTION SUMMARY:

-THE INSTALLATION OF NEW OUTDOOR BTS CABINET LOCATED ON A PRE-MANUFACTURED STEEL PLATFORM (DESIGNED BY OTHERS) AT GRADE.

-THE EQUIPMENT WILL REQUIRE 100 AMPS AND THE POWER POINT OF FEED WILL BE DETERMINED ONCE A NEVADA POWER DESIGN IS RECEIVED.

-INSTALLATION OF ANTENNAS AND DAP HEADS AND MICROWAVE DISHES ATOP THE STRUCTURE AND 1 GPS ANTENNA WILL ALSO BE INSTALLED.

LAND USE DATA:

ASSESSORS PARCEL NUMBER:	163-05-410-004
CURRENT ZONING:	GENERAL COMMERCIAL (C-2)

BUILDING CLASSIFICATION:

PROPOSED AREA OF CONSTRUCTION:	7'-0" x10'-6"= 70.5 SQ. FT.
PROPOSED CLEARWIRE LEASE AREA:	7'-0" x7'-0"= 49 SQ. FT.
PROJECT OCCUPANCY:	U-POLE
TYPE OF CONSTRUCTION:	IIB
POWER COMPANY:	NEVADA POWER
DESCRIPTION:	TO (E) POWER POLE AT STREET

SPECIAL INSPECTIONS

THE INSTALLATION OF A325 HIGH STRENGTH BOLTS, NUTS & WASHERS SHALL BE PERIODICALLY INSPECTED IN ACCORDANCE WITH AISC SPECIFICATIONS AS REQUIRED BY THE 2006 IBC, SECTION 1704.3.3

BOLTS ARE REQUIRED TO BE TIGHTENED TO A "SNUG-TIGHT" CONDITION

FABRICATOR CERTIFICATE FOR ANTENNA HARDWARE

SHEET SCHEDULE

SHT NO.	SHEET DESCRIPTION	REV.
T-1	TITLE SHEET	0
Z-1	SITE PLAN	0
Z-2	SITE LAYOUT, ANTENNA LAYOUT	0
Z-3	ELEVATIONS	0

APPICABLE CODES

JURISDICTION: LAS VEGAS

INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2006 EDITION
UNIFORM MECHANICAL CODE (UMC) 2006 EDITION
UNIFORM PLUMBING CODE (UPC) 2006 EDITION
UNIFORM FIRE CODE (UFC) 2006 EDITION
ANSI/EIA/TIA-222F STANDARDS FOR BROADCAST STRUCTURES
LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

APPROVALS

PROPERTY OWNER/LANDLORD	DATE
ZONING	DATE
CLEARWIRE R.F. ENGINEER	DATE
CLEARWIRE INTER CONNECT	DATE
CLEARWIRE CONSTRUCTION	DATE
CLEARWIRE BACKHAUL	DATE

clearwire U.S. LLC
1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/08	90% ZD'S FOR REVIEW

DRAWN BY: MD	CHECKED BY: JC
SCALE: SEE SHEET	

ENGINEERING SEAL:

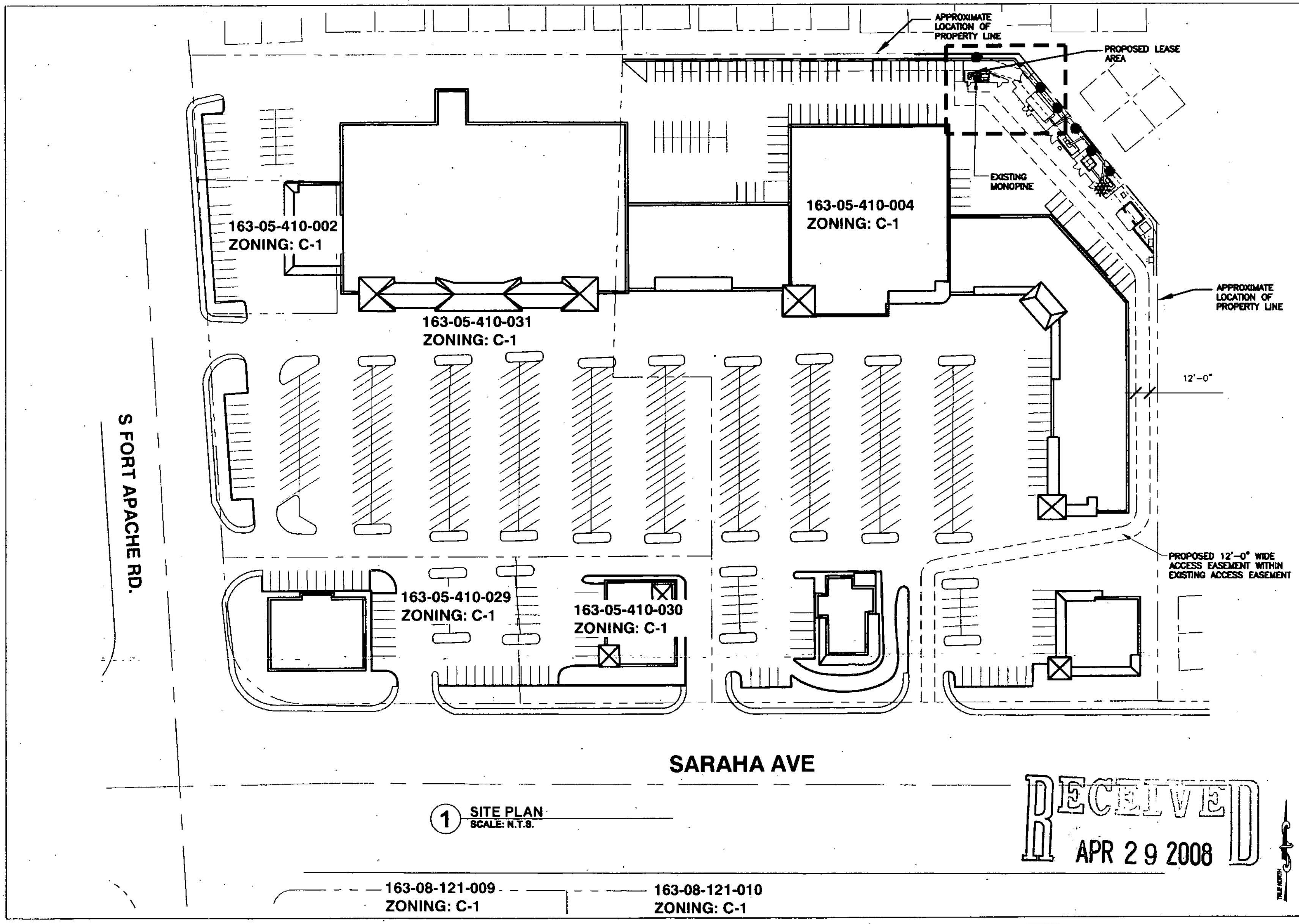
CLIENT REVIEW ONLY

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

DRAWING TITLE:
TITLE SHEET

DRAWING SHEET:
T-1

RECEIVED
APR 29 2008



1 SITE PLAN
SCALE: N.T.S.

clearwire
U.S. LLC
1061 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/06	90% ZD'S FOR REVIEW

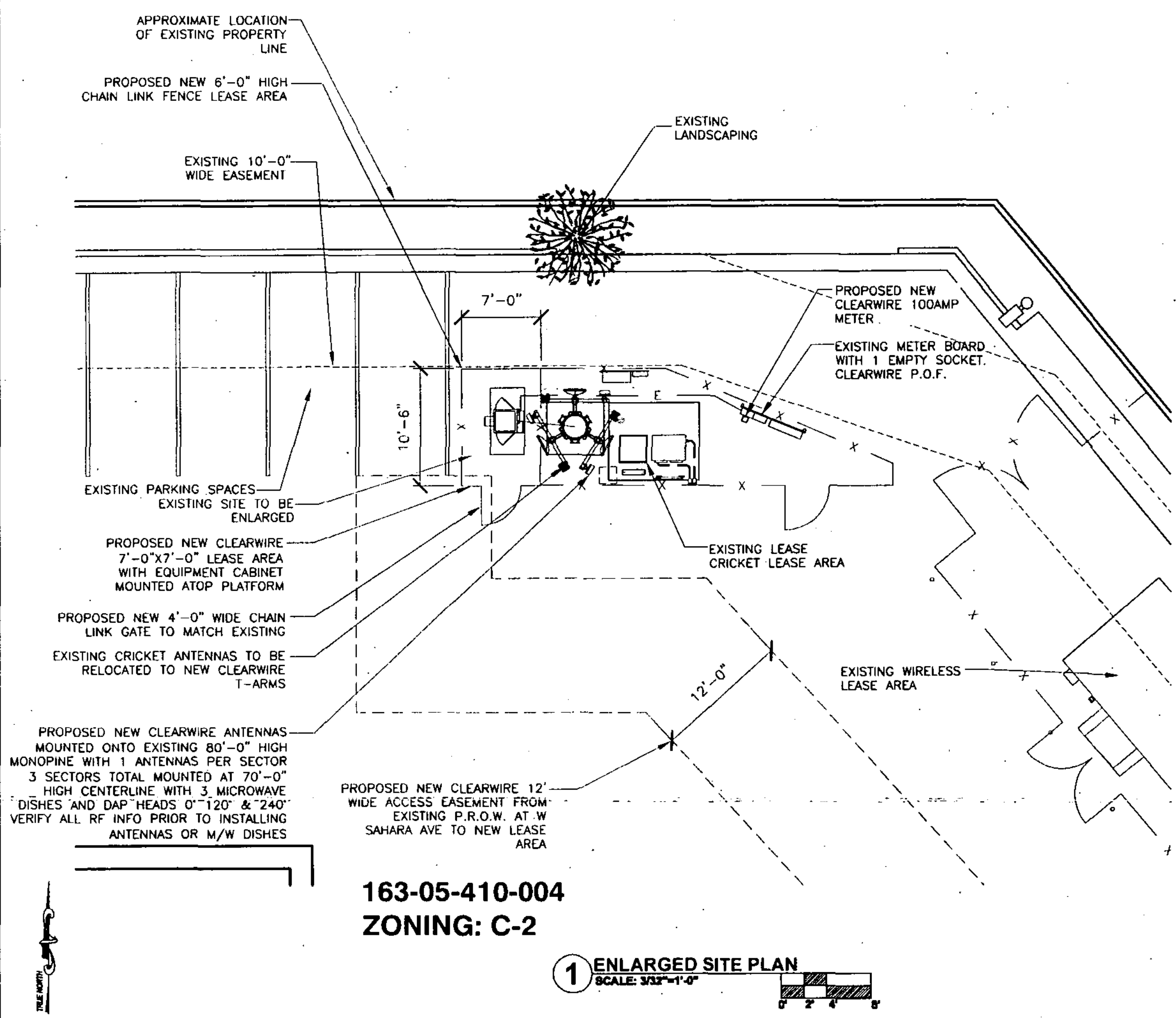
DRAWN BY: MD	CHECKED BY: JC
SCALE: SEE SHEET	

ENGINEERING SEAL:

CLIENT REVIEW ONLY

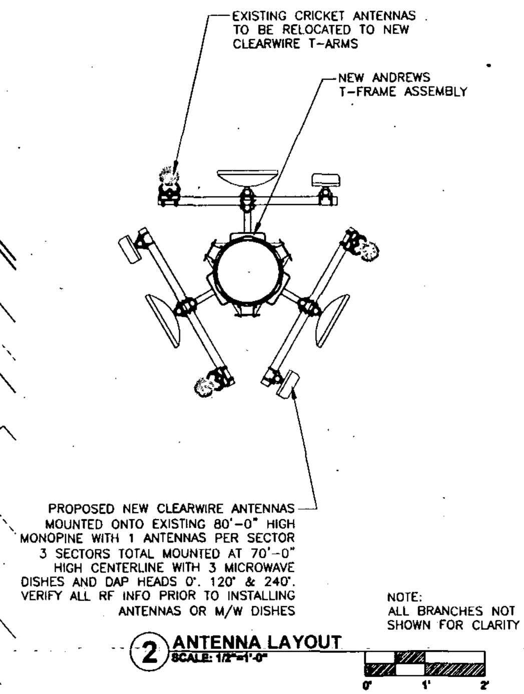
DRAWING TITLE:
SITE PLAN

DRAWING SHEET:
Z-1



163-05-410-004
ZONING: C-2

1 ENLARGED SITE PLAN
SCALE: 3/32"=1'-0"
0' 2' 4' 8'



NOTE:
ALL BRANCHES NOT SHOWN FOR CLARITY

2 ANTENNA LAYOUT
SCALE: 1/2"=1'-0"
0' 1' 2'

RECEIVED
APR 29 2008

clearwire
U.S. LLC
1061 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

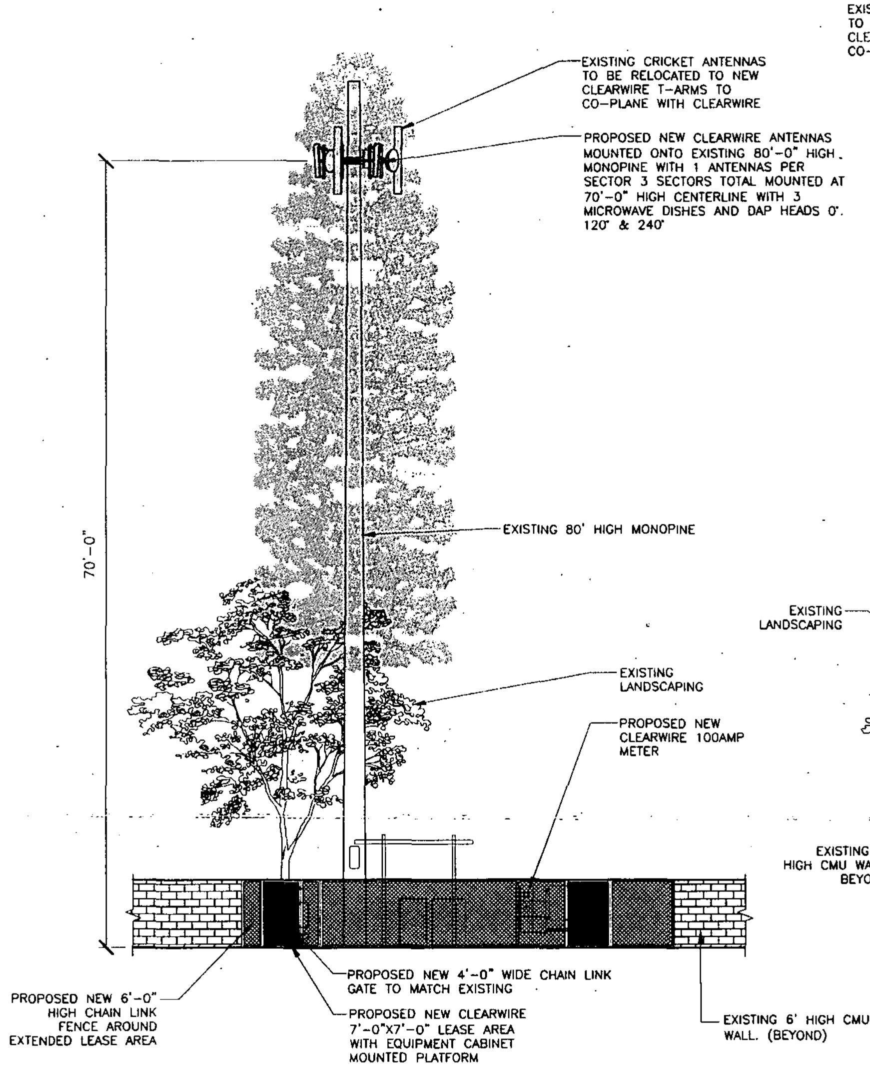
REV NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/06	90% ZD'S FOR REVIEW

DRAWN BY: MD CHECKED BY: JC
SCALE: SEE SHEET

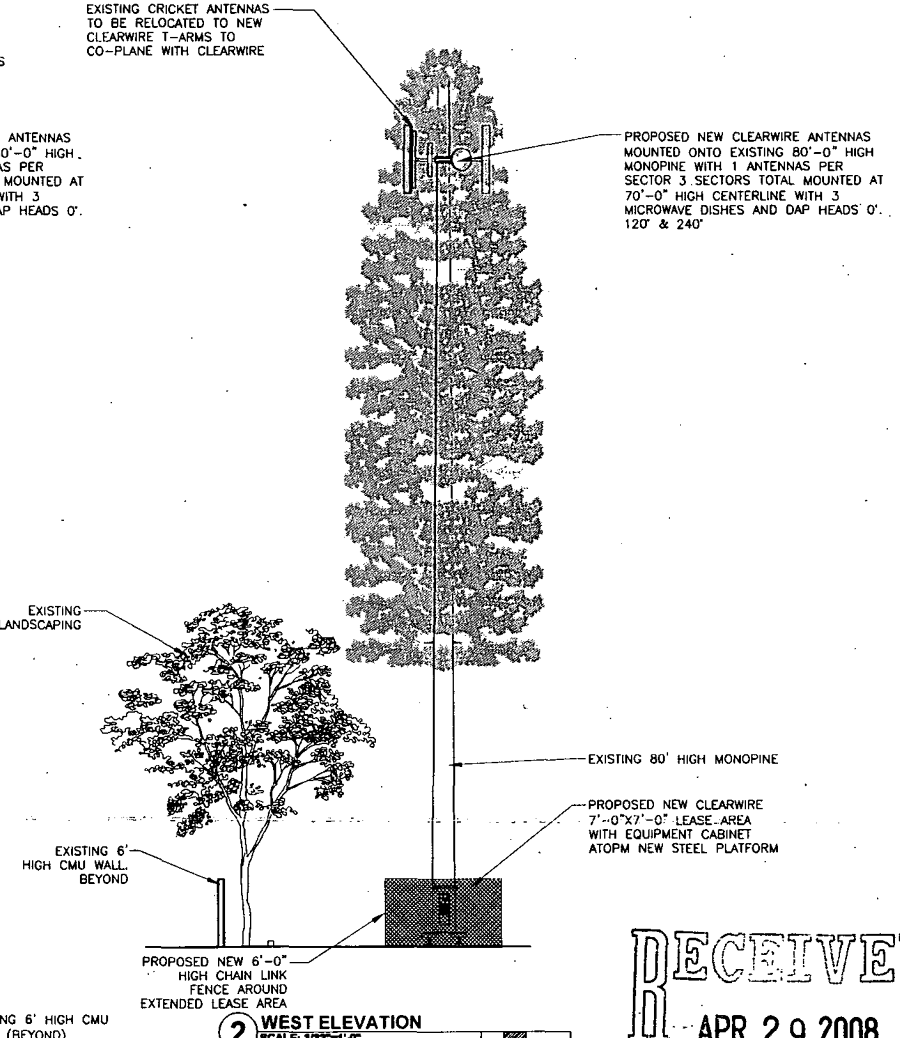
ENGINEERING SEAL:
CLIENT REVIEW ONLY

DRAWING TITLE:
ENLARGED SITE PLAN
ANTENNA LAYOUT

DRAWING SHEET:
Z-2



1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



2 WEST ELEVATION
SCALE: 3/32"=1'-0"

RECEIVED
APR 29 2008

clearwire US LLC
1061 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/08	90% ZD'S FOR REVIEW

DRAWN BY: MD	CHECKED BY: JC
SCALE: SEE SHEET	

ENGINEERING SEAL:
CLIENT REVIEW ONLY

DRAWING TITLE:
ELEVATIONS

DRAWING SHEET:
Z-3

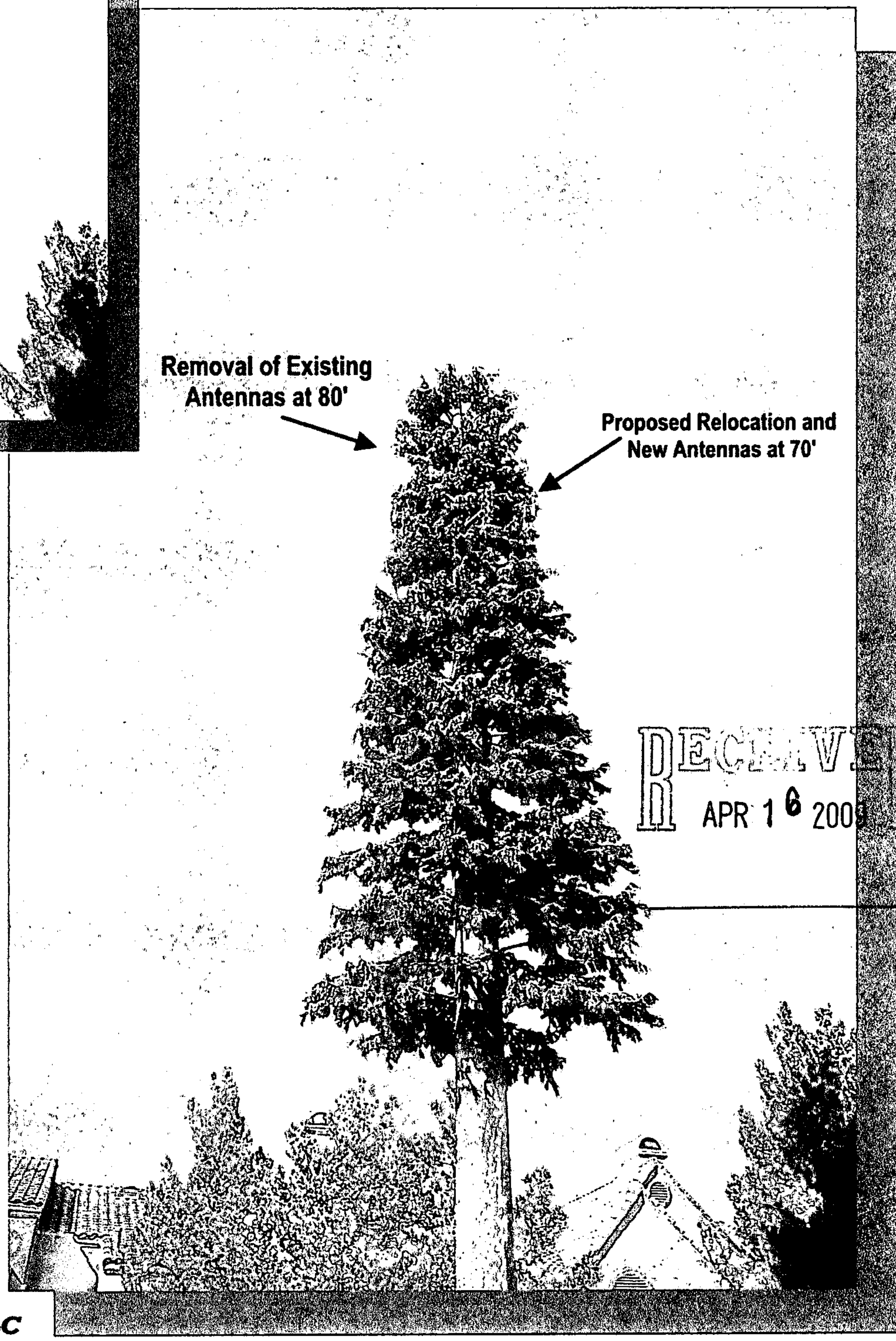
clearwire
wireless broadband

Horvath Communications
NV-LSV 101G

9002 W. Sahara Ave.
Las Vegas, NV 89117

Existing

Proposed



Proposed Clearwire Antennas to be located at 70' (co-plane with Cricket) on existing 80' Monopine. Array consists of 3 Panel Antennas and 3 Microwave Dishes.

Marken Telecommunication Services, LLC

Plans (Approved Site Plan)

PLANS - APPROVED SITE PLAN

Separator Sheet

clearwire® U.S. LLC

NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
PARCEL NUMBER: 163-05-410-004
COLOCATION W/ GLOBAL TOWER PARTNERS
ON AN EXSITING MONOPINE

CONSULTANT TEAM

CLIENT:
CLEARWIRE U.S. LLC
ALEX BLASSCYK
702-273-0609-CELL PHONE
1051 MARYCREST RD. SUITE K
HENDERSON, NV. 89074

DESIGN SERVICES:
JC DESIGN & MANAGEMENT
399 W. VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
CONTACT: JOHN COLLINS
E-MAIL: JCDESIGN2000@YAHOO.COM
PHONE: (480) 677-2686 FAX: (480) 677-2688

ELECTRICAL:
APEX CONSULTING
6000 SOUTH EASTERN AVE SUITE 6B
LAS VEGAS, NV 89119
CONTACT: KANIZ FATEMA
PHONE: (702) 968-9221 FAX: (702) 951-7589

PROJECT SURVEY:
PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NV 89101
CONTACT: ROBERT HARRISON
PHONE: (702) 212-4016 FAX: (702) 212-4013

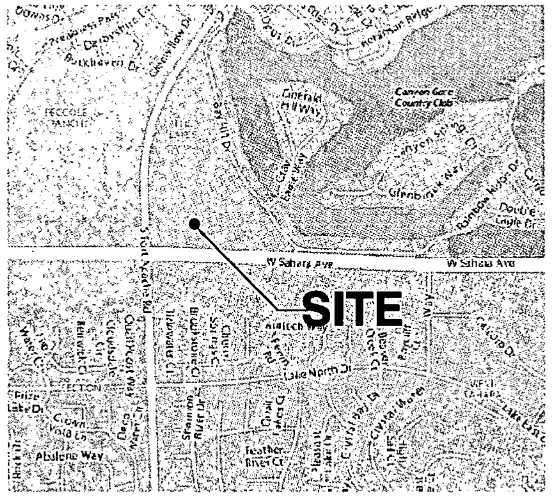
TOWER OWNER:
GLOBAL TOWER PARTNERS
CRICKET CONTACT: CARY WARREN

POWER:
NEVADA POWER COMPANY
(702) 657-4300

TELEPHONE:
EMBARQ
(702) 361-3332

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER IBC 1103.2.9 LISTED AS AN EQUIPMENT SPACE.



VICINITY MAP

COORDINATES: (NAD 83)
LATITUDE: 36.146056
LONGITUDE: -115.295194
ELEVATION: 2778

N

DRIVING DIRECTIONS

FROM OUR OFFICE LOCATED 1051 MARY CREST RD HENDERSON, NV 89074;
TURN RIGHT ON N GIBSON RD - GO 0.4 MI
TURN RIGHT TO TAKE RAMP ONTO I-215 W - GO 10.4 MI
CONTINUE ON CR-215 W - GO 5.5 MI
CONTINUE ON CR-215 N - GO 3.6 MI
TAKE EXIT #21/FLAMINGO RD ONTO W FLAMINGO RD - GO 0.5 MI
TURN LEFT ON S FORT APACHE RD - GO 2.0 MI
TURN RIGHT ON W SAHARA AVE - GO 0.5 MI
MAKE A U-TURN AT CRYSTAL WATER WAY ONTO W SAHARA AVE - GO 0.2 MI
ARRIVE AT 9002 W SAHARA AVE, LAS VEGAS, ON THE RIGHT

SCALE

THE SCALES SHOWN WITHIN OR ON EACH DRAWING ARE FOR A FULL SIZE DRAWING ONLY (11x17). IF PLOTTED SMALLER OR LARGER PLEASE USE THE BAR SCALE AS THE REFERENCE

PROJECT SUMMARY

SITE NAME:	NV-LSV101G
SITE ADDRESS:	9002 W SAHARA AVE LAS VEGAS, NV 89117
APPLICANT:	CLEARWIRE U.S. LLC 4400 CARILLON POINT KIRKLAND, WA. 98033 CONTACT: McGAREY PHONE: 602-432-1736
PROPERTY OWNER:	GRANITE CANYON LAKES L L C

PROJECT DESCRIPTION SUMMARY:

-THE INSTALLATION OF NEW OUTDOOR BTS CABINET LOCATED ON A PRE-MANUFACTURED STEEL PLATFORM (DESIGNED BY OTHERS) AT GRADE.

-THE EQUIPMENT WILL REQUIRE 100 AMPS AND THE POWER POINT OF FEED WILL BE DETERMINED ONCE A NEVADA POWER DESIGN IS RECEIVED.

-INSTALLATION OF ANTENNAS AND DAP HEADS AND MICROWAVE DISHES ATOP THE STRUCTURE AND 1 GPS ANTENNA WILL ALSO BE INSTALLED.

LAND USE DATA:

ASSESSORS PARCEL NUMBER:	163-05-410-004
CURRENT ZONING:	GENERAL COMMERCIAL (C-2)

BUILDING CLASSIFICATION:

PROPOSED AREA OF CONSTRUCTION:	7'-0" x10'-6"= 70.5 SQ. FT.
PROPOSED CLEARWIRE LEASE AREA:	7'-0" x7'-0"= 49 SQ. FT.
PROJECT OCCUPANCY:	U-POLE
TYPE OF CONSTRUCTION:	IIB
POWER COMPANY:	NEVADA POWER
DESCRIPTION:	TO (E) POWER POLE AT STREET

SPECIAL INSPECTIONS

THE INSTALLATION OF A325 HIGH STRENGTH BOLTS, NUTS & WASHERS SHALL BE PERIODICALLY INSPECTED IN ACCORDANCE WITH AISC SPECIFICATIONS AS REQUIRED BY THE 2006 IBC, SECTION 1704.3.3

BOLTS ARE REQUIRED TO BE TIGHTENED TO A "SNUG-TIGHT" CONDITION

FABRICATOR CERTIFICATE FOR ANTENNA HARDWARE

SHEET SCHEDULE

SHT NO.	SHEET DESCRIPTION	REV.
T-1	TITLE SHEET	0
Z-1	SITE PLAN	0
Z-2	SITE LAYOUT, ANTENNA LAYOUT	0
Z-3	ELEVATIONS	0

APPICABLE CODES

JURISDICTION: LAS VEGAS

INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2006 EDITION
UNIFORM MECHANICAL CODE (UMC) 2006 EDITION
UNIFORM PLUMBING CODE (UPC) 2006 EDITION
UNIFORM FIRE CODE (UFC) 2006 EDITION
ANSI/EIA/TIA-222F STANDARDS FOR BROADCAST STRUCTURES
LOCAL CODES AND ORDINANCES

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

RECEIVED
APR 29 2008

CLIENT REVIEW ONLY

APPROVALS

PROPERTY OWNER/LANDLORD	DATE
ZONING	DATE
CLEARWIRE R.F. ENGINEER	DATE
CLEARWIRE INTER CONNECT	DATE
CLEARWIRE CONSTRUCTION	DATE
CLEARWIRE BACKHAUL	DATE

clearwire U.S. LLC
1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

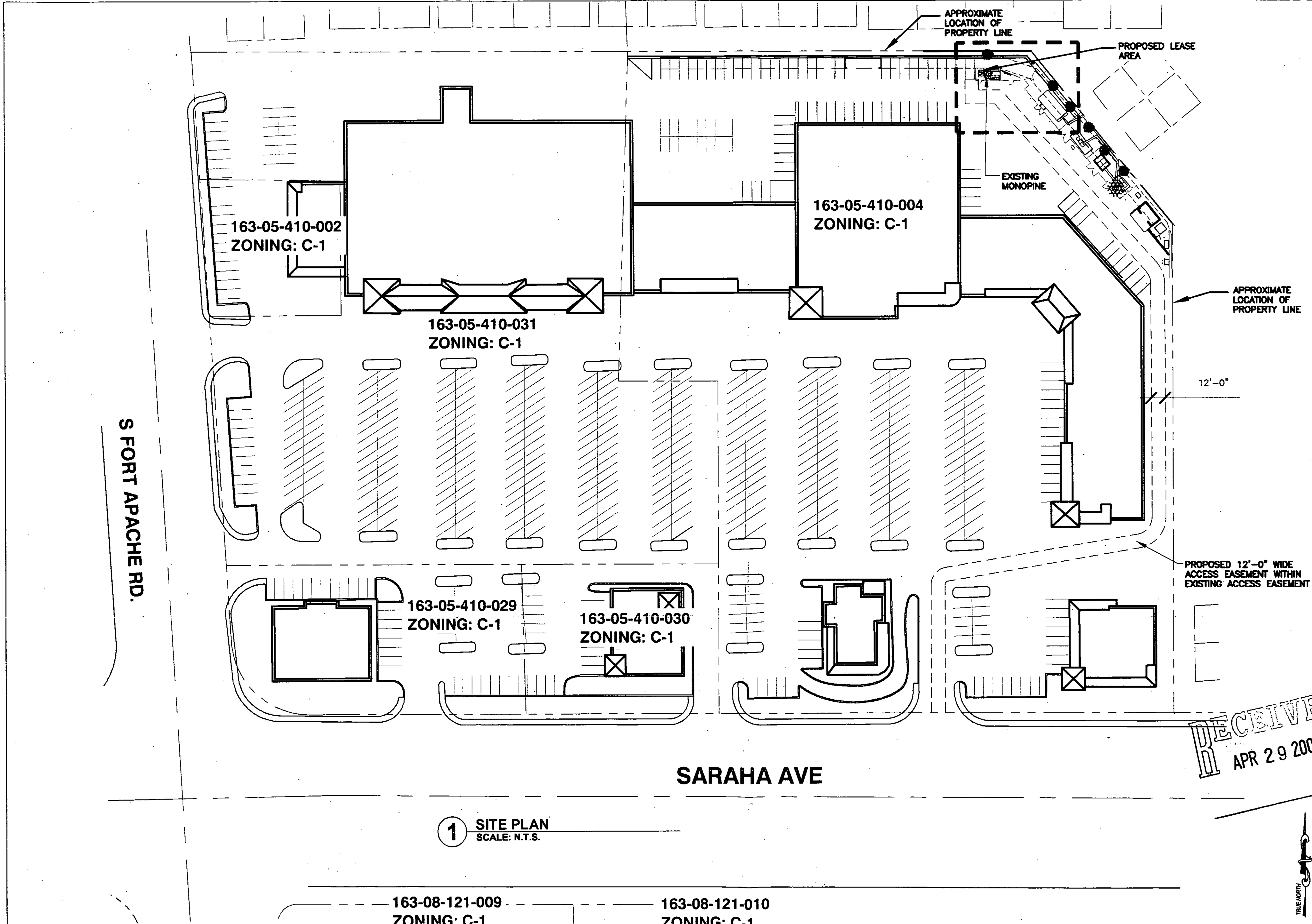
REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/08	90% ZD'S FOR REVIEW

DRAWN BY: MD	CHECKED BY: JC
SCALE: SEE SHEET	

ENGINEERING SEAL:

DRAWING TITLE:
TITLE SHEET

DRAWING SHEET:
T-1



1 SITE PLAN
SCALE: N.T.S.

RECEIVED
APR 29 2008

clearwire U.S. LLC
1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	–	–
0	11/10/08	90% ZD'S FOR REVIEW

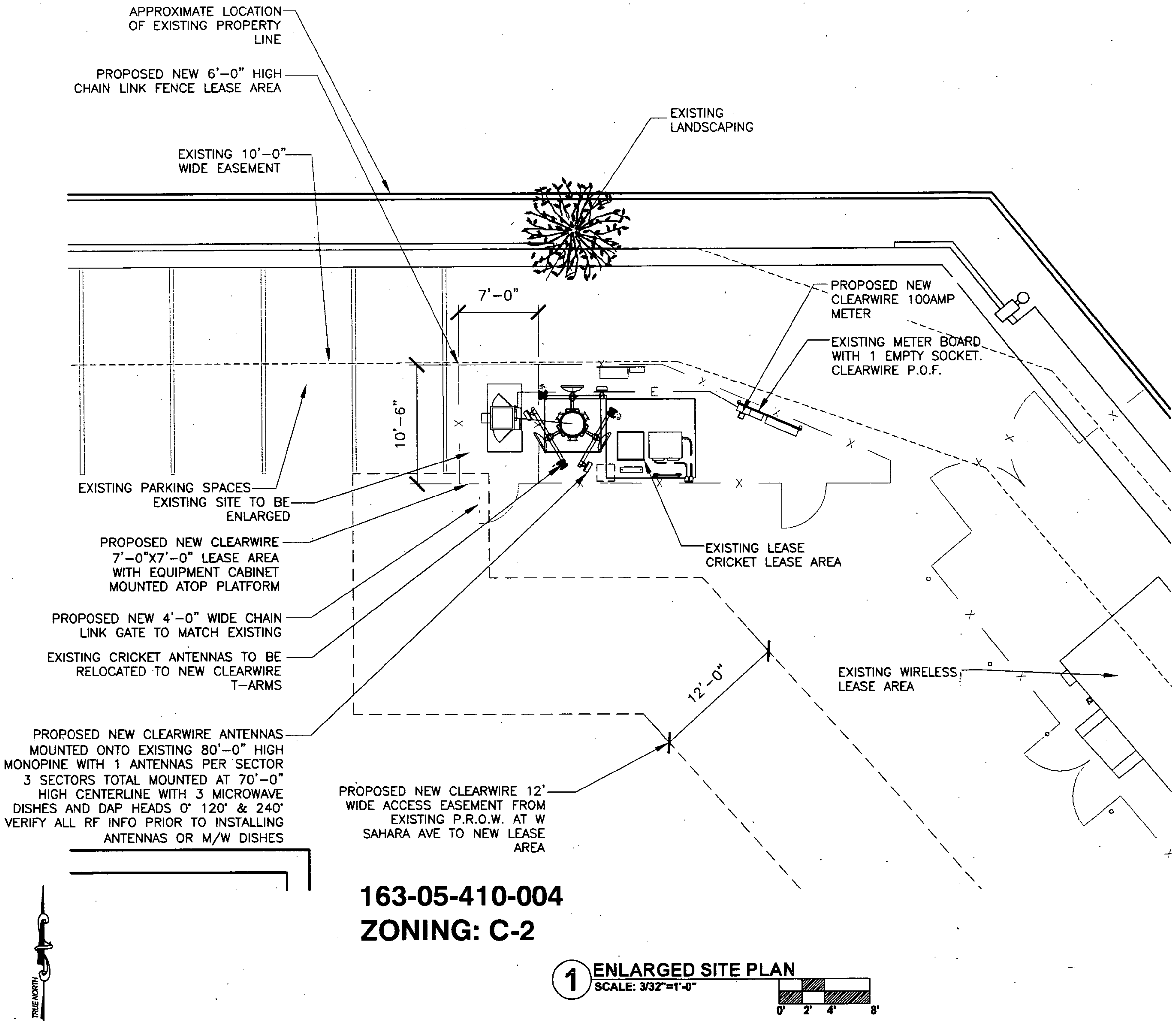
DRAWN BY: MD
CHECKED BY: JC
SCALE: SEE SHEET

ENGINEERING SEAL:
CLIENT REVIEW ONLY

THIS INFORMATION CONTAINED WITHIN THIS SET OF DOCUMENTS/DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAME IS STRICTLY PROHIBITED

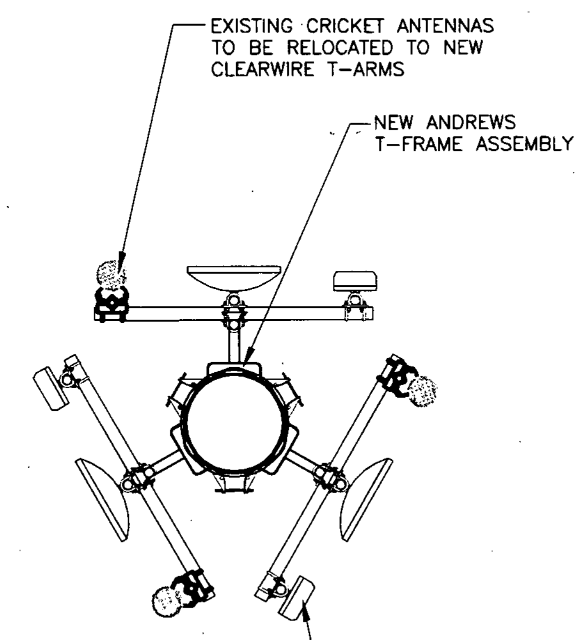
DRAWING TITLE:
SITE PLAN

DRAWING SHEET:
Z-1



163-05-410-004
ZONING: C-2

1 ENLARGED SITE PLAN
SCALE: 3/32"=1'-0"
0' 2' 4' 8'



NOTE:
ALL BRANCHES NOT SHOWN FOR CLARITY

2 ANTENNA LAYOUT
SCALE: 1/2"=1'-0"
0' 1' 2'

RECEIVED
APR 29 2008

clearwire U.S. LLC
1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	–	–
6	–	–
5	–	–
4	–	–
3	–	–
2	–	–
1	–	–
0	11/10/06	90% ZD'S FOR REVIEW

DRAWN BY: MD | CHECKED BY: JC
SCALE: SEE SHEET

ENGINEERING SEAL:
CLIENT REVIEW ONLY

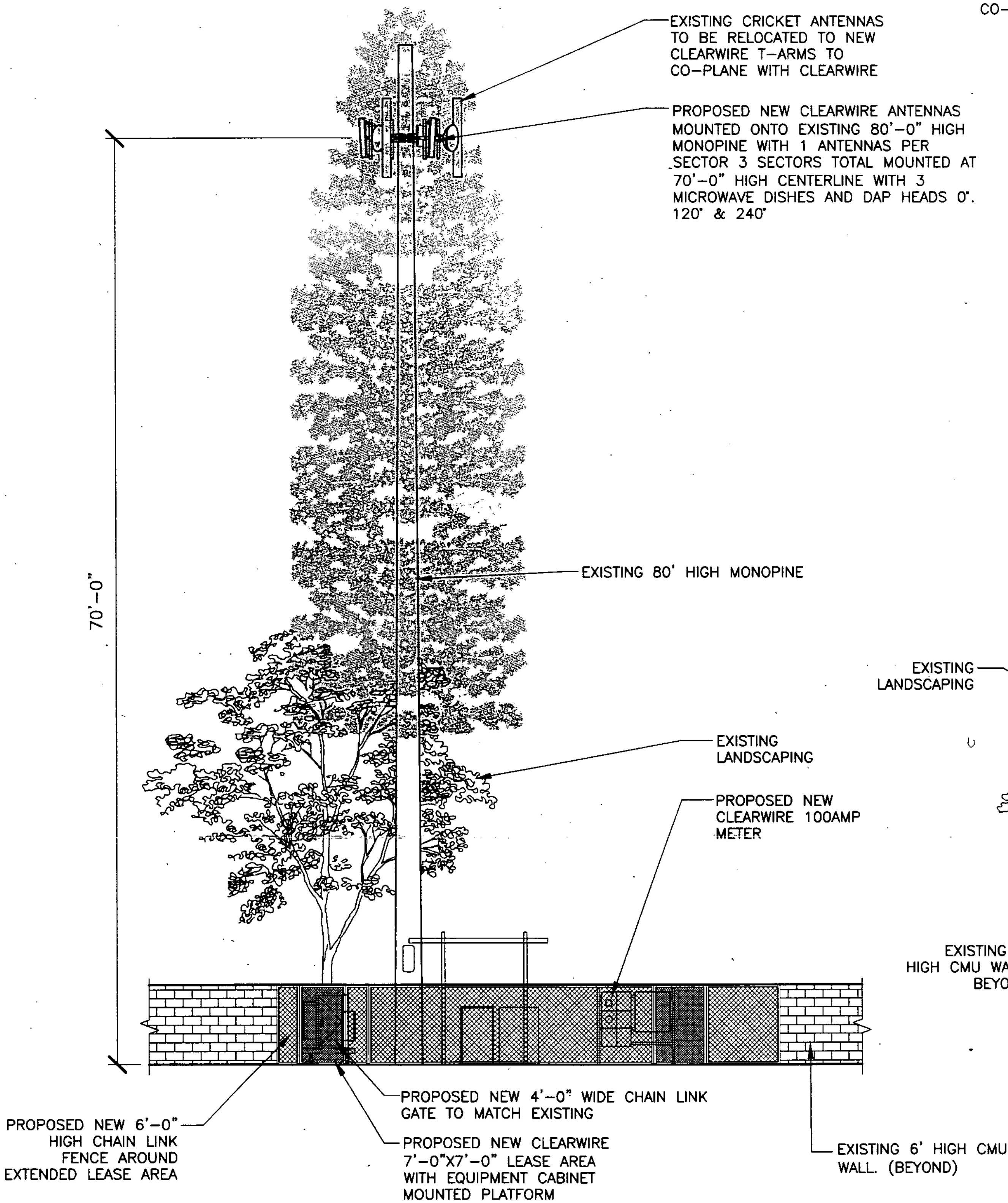
DRAWING TITLE:
ENLARGED SITE PLAN ANTENNA LAYOUT

DRAWING SHEET:
Z-2

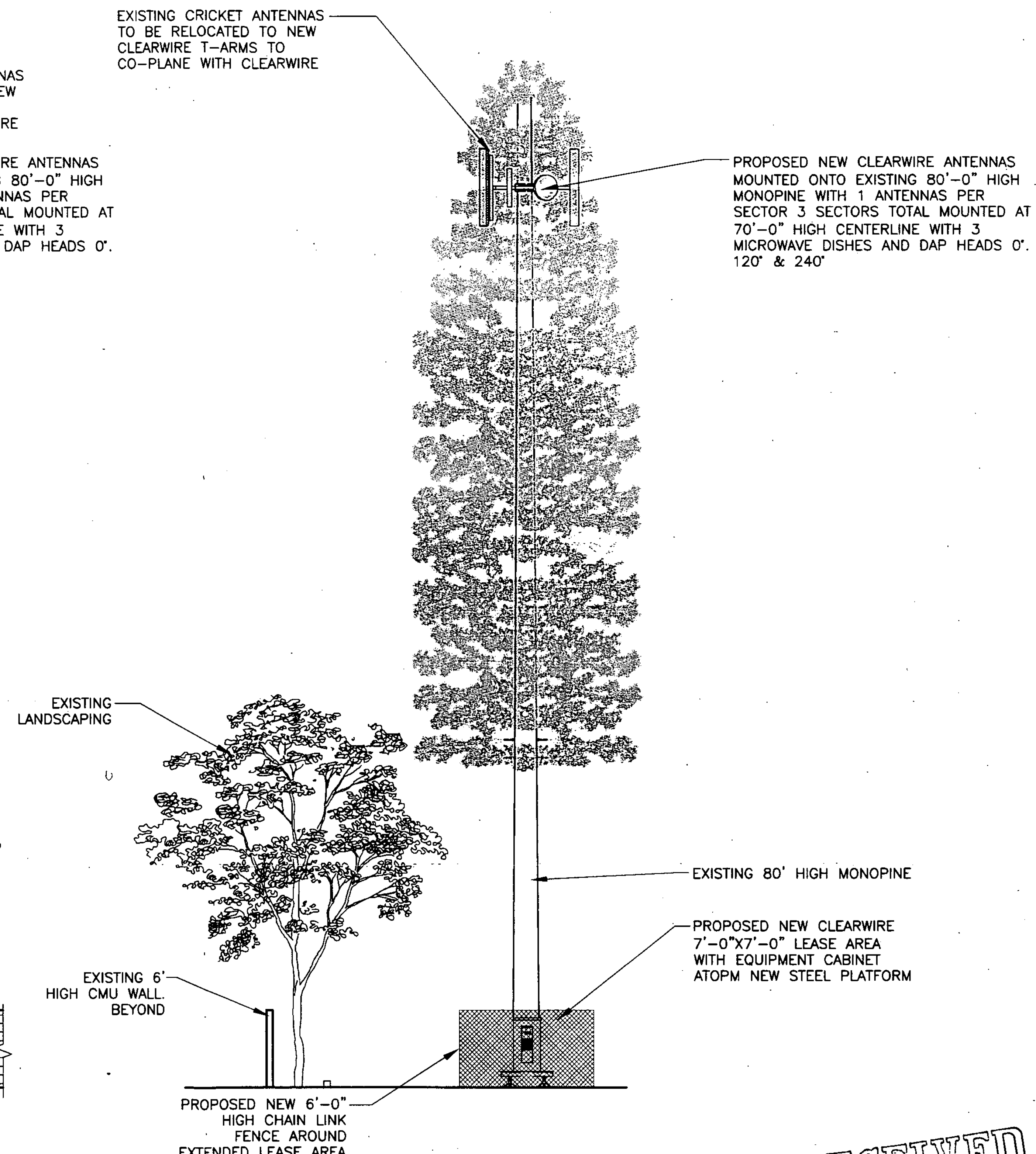
Plans (Elevations)

PLANS - ELEVATIONS

Separator Sheet



1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"
0' 2' 4' 8'



2 WEST ELEVATION
SCALE: 3/32"=1'-0"
0' 2' 4' 8'

RECEIVED
APR 29 2008

clearwire
U.S. LLC
1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

PROJECT NAME:
NV-LSV101G
9002 W SAHARA AVE
LAS VEGAS, NV 89117
JURISDICTION: LAS VEGAS

JC DESIGN & MANAGEMENT
399 WEST VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
OFFICE: 480-677-2686
FAX: 480-677-2688

R.LLOYD HAMBLIN & ASSOC.
1041 E. CARLISE ROAD
PHOENIX, AZ 85086

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	11/10/08	90% ZD'S FOR REVIEW

DRAWN BY: MD	CHECKED BY: JC
SCALE: SEE SHEET	

ENGINEERING SEAL:

CLIENT REVIEW ONLY

DRAWING TITLE:

ELEVATIONS

DRAWING SHEET:

Z-3