

Application



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Horvath Communications and Clearwire
Project Address (Location) 2351 Alexander Road, Las Vegas, NV 89129
Project Name NVLSV 184 GTP Pinetree Collocation Proposed Use CMRS
Assessor's Parcel #(s) 138-10-101-017 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing C-V proposed C-V
Commercial Square Footage 49 sq. ft. Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information Collocation of Clearwire panel antennas onto an existing stealth pinetree

PROPERTY OWNER City of Las Vegas Contact Robin Yoakum
Address 400 Stewart Ave Phone: 229-1022 Fax: _____
City Las Vegas State NV Zip 89129

APPLICANT Horvath Communications Contact Alex Novak
Address 312 W. Colfax Ave Phone: (574) 237-0464 Fax: _____
City South Bend State IN Zip 46601

REPRESENTATIVE Mark McGarey Contact Mark McGarey
Address 4133 Hawthorne Pl Phone: (802) 432-1736 Fax: _____
City Longmont State CO Zip 80503

Property Owner Signature* Robin Yoakum

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

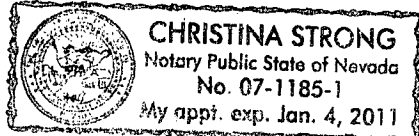
Print Name Robin Yoakum

Subscribed and sworn before me Christina Strong

This 21st day of April, 2009

Christina Strong

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case # SDE-33847

Meeting Date: 6/11/09

Total Fee: \$500.00

Date Received: 4/27/09

Received By: D. J. R.

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

Justification Letter



Separator Sheet

PROJECT JUSTIFICATION
for
CLEARWIRE COMMUNICATIONS
75' Monopine Addition of Antennas at 60'
NVLSV 184
7351 W. Alexander Road
Las Vegas, Nevada 89129
APN: 138-10-101-017

Administrative Site Plan Review Request

To: City of Las Vegas
Community Development Department

From: Mark McGarey
Marken Telecommunication Services

Date: 04/27/09 Revised

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

THE REQUEST

Clearwire and Horvath Communications respectfully request City of Las Vegas Administrative Site Plan Review approval for an addition of Clearwire Antennas at 60' located in the C-V zoning district at **7351 W. Alexander Road, Las Vegas, NV 89129 APN: 138-10-101-017**. 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 11.99 acres in size, APN# **138-10-101-017**, and is zoned "C-V". The subject parcel is comprised of W. Wayne Bunker Family Park and is owned by the City of Las Vegas

THE FACILITY

Clearwire proposes to attach three flush-mounted panel antennas on the 75' monopine at a height of 60' and a 24" microwave dish on the pole at a height of 60' on this existing Monopine. Details of the plan are as follows:

- Installation of three Clearwire panel antennas at the 60' center line.
- Installation of a 24" high performance microwave dish on the pole at the 60' height;

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APR 27 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-sight 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.

Comments



Separator Sheet



CITY OF LAS VEGAS
DEPARTMENT OF BUILDING & SAFETY
PERMIT APPLICATION

BAR CODE HERE

TYPE OR PRINT (BLACK INK ONLY)

Project # 10/011-C-07

Parent Project # _____

FOR: ☒ Commercial & Public Structures

☐ Single Family Residence

WORK DESCRIPTION: INSTALLATION OF 75' MONOPINE W/ ASSOCIATED EQUIPMENT COMPOUND

PERMITS REQUESTED: ☒ Building

☐ Mechanical Val _____

☐ Plumbing Val _____

☒ Electrical Val

10,000

TOTAL VALUATION: \$ 100,000.00

ADDRESS: 7351 W. ALEXANDER ROAD

ZIP 89129

OWNER/BUILDER NAME: GLOBAL TOWER PARTNERS

CONTRACTOR: BCI Communications

PROJECT/BUSINESS NAME: LAS 376 "WAYNE BUNKER PARK" CLV

CONTACT PHONE NO.: 644-3364

CONTACT FAX NO.: 760-735-4913

STATE CONTRACTOR LICENSE NO.: _____

CITY BUSINESS LICENSE NO.: _____

PARCEL NO.: 138-10-101-017

ZONE: C-V

LOT(s): _____ BLOCK: _____ SUBDIVISION: PT NE4 NW4 SEC 10-20-60

OCCUPANCY GROUP: U USE: Cell Facility CONST. TYPE: V-B

SQUARE FT OF FLOOR AREAS: 1st _____ 2nd _____ 3rd _____ Garage _____

Patio _____ Balcony _____ Total _____ No. of Units _____ No. of Stories _____

SPECIAL CONDITIONS: _____

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

Kevin A. Diehl
Contractor or Agent / Owner

10/30/07
Date

[Signature]
Planning Department

2/12/08
Date

Land Development/Flood Control Engr.

Date

[Signature]
Fire Department

Date

Will S. Wittner
Building Department

2/20/08
Date

TOTAL PERMIT FEE: \$ 716.00

PRE-PAID: Plan Review \$ 365.00

PRE-PAID: Zoning \$ 280.00

TOTAL \$ 393.00

PAID

OCT 30 2007

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

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



I K - 7 2 6 3 7 7

City Of Las Vegas
Building & Safety
Inspection Request

A P - 1 0 1 0 1 1

JONATHAN LEE

LOT

BLOCK

Inspected By (75)

187

7351 W ALEXANDER RD

Map 01918-12

AP Name: WAYNE BUNKER PARK CELL TOWER

Job Site Phone: (702)303-8629



B P R 0 8

AP Number: 101011 COMMERCIAL Inspection: 240 (FINAL ELECTRICAL)

Primary Applicant: B C I COMMUNICATIONS

Print Date 08/28/08

Permit Issued 2/20/08

Schedule Date 8/29/08

WEB Call In Time 8/28/08 14:46

☒ Passed
 ☐ Partial Pass
 ☐ Failed
 ☐ Partial Failed
 ☐ Stop Work
 ☐ ReFee
 ☐ Permit Required

Perm Power

Temp Power

Installation of 75' Monopine W/associated equip compound-SI Agrmnt OK-nmm Block Wall permit needed**SPECIAL INSPECTOR REQD**
 FINALLY, REVISION CAME THROUGH, PLEASE CALL ME WHEN YOU KNOW YOUR SCHEDULE TO BE AT SITE. THANKS!

Comments:

Elec 199047

Temporary Approval Until:

Inspectors Signature:

Date:

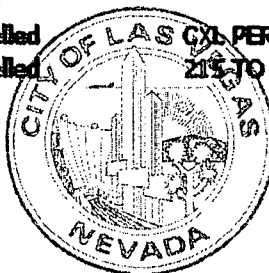
8/29/08

For Inspection Request Call: 229-4677

For Scheduling Assistance Call: 229-6914

240	SEVERIN	8/28/08
240	LEE	7/11/08
240	LEE	6/18/08
240	LEE	6/12/08
215	LEE	6/12/08
215	LEE	5/9/08
240	LEE	5/2/08
240	LEE	5/1/08

Failed
 Partial Pass
 Failed
 Cancelled
 Cancelled
 Failed
 Failed
 Failed



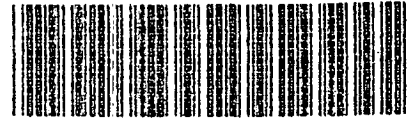
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240



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City Of Las Vegas
Building & Safety
Inspection Request



AP - 101011

ROBERT RANDOLPH

LOT

BLOCK

Inspected By ()

301

7351 W ALEXANDER RD

Map 01918-12

AP Name: WAYNE BUNKER PARK CELL TOWER

Job Site Phone: (702)303-8629



B P R O 8

AP Number: 101011 COMMERCIAL Inspection: 140 (FINAL BUILDING)

Primary Applicant: B C I COMMUNICATIONS

Print Date 11/03/08

Permit Issued 2/20/08

Schedule Date 11/4/08

WEB Call In Time 11/3/08 15:29

☒ Passed ☐ Partial Pass ☐ Failed ☐ Partial Failed ☐ Stop Work ☐ ReFee ☐ Permit Required

Installation of 75' Monopine W/associated equip compound-SI Agrmnt OK-nmm Block Wall permit needed**SPECIAL INSPECTOR REQD**
CALL DAN 303-8629. THANKS. FINALLY, REVISION CAME THROUGH, PLEASE CALL ME WHEN YOU KNOW YOUR SCHEDULE TO BE AT 5

Comments:

Temporary Approval Until: _____

Inspectors Signature: *R. Randolph* Date: 11.4.08

For Inspection Request Call: 229-4677

540-BL	PETERSON	11/3/08
640	GUMARANG	11/3/08
240	SEVERIN	8/29/08
240	SEVERIN	8/28/08
240	LEE	7/11/08
240	LEE	6/16/08
240	LEE	6/12/08
215	LEE	6/12/08

Passed

Passed

Passed

Failed

Partial Pass

Failed

Cancelled

Passed

For Scheduling Assistance Call: 229-6914



CAL PER CONTRACTOR

215 TO SHOW AS PASS AND CLOSE THIS TYPE OF INS

Deborah Sullivan

From: Deborah Sullivan
Sent: Tuesday, May 12, 2009 8:39 AM
To: 'Mark McGarey'
Subject: Cell tower at 7351 West Alexander Road

Mark,

Before this application can be reviewed any further, I will need a copy of the permit with a final inspection for the original Monopine structure. I have searched City records and could not find a history of a permit being issued and/or finalized for the Monopine. Please let me know what you retrieve from the owner of the cell facility. If they do not have a permit, they will need to contact the Building Department to get a permit issued, then the facility inspected and the permit finalized.

Additionally, please confirm the address is 7351 West Alexander and not 7531 West Alexander Road.

Thanks,

Deborah Sullivan, Planner I
City of Las Vegas
Planning and Development Dept.
(702) 229-6895
E-mail: dsullivan@lasvegasnevada.gov

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 138-10-101-017

Name of Property Owner: City of Las Vegas

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: _____

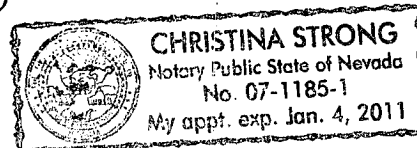
Signature of Property Owner: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Christina Strong

This 21st day of April, 2009

Christina Strong
Notary Public in and for said County and State



Deed



Separator Sheet

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

SITE LICENSE AGREEMENT

This Site License Agreement ("SLA"), made this 29th day of January, 2009 ("Effective Date") between Global Tower Assets, 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:

7531 W. Alexander Road, in the City of Las Vegas, State of Nevada 89129

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 Four Hundred Twelve and 56/100 Dollars (\$12,412.56) to be paid in equal monthly installments of One Thousand Thirty Four and 38/100 Dollars (\$1,034.38) on the first day of the month, in advance, to Global Tower, LLC, (c/o: SunTrust Bank), P.O. Box 102534, Atlanta, GA 30368-2534, Attention: (NV-5049 Alexander Buffalo Drive) 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)

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MAR 16 2009

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

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

LESSOR: GLOBAL TOWER ASSETS, LLC,
a Delaware limited liability company

Dan Martin
WITNESS
Mark Felt
WITNESS

BY: Terry Arment
NAME: Terry Arment
TITLE: Sr. VP, Development
DATE: 1/26/09

LEGAL
REVIEWED KTS

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

[Signature]
WITNESS
[Signature]
WITNESS

BY: [Signature]
NAME: Eric Law
TITLE: Director of Engineering & Operations
DATE: 1/29/2009

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

EXHIBIT 1

Description of Property

THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE
NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼);

THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE
NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF
THE NORTHWEST QUARTER (NW ¼);

THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE
NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND

THE NORTH HALF (N ½) OF THE SOUTH HALF (S ½) OF THE NORTHWEST
QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE
NORTHWEST QUARTER (NW ¼) OF SECTION 10, TOWNSHIP 20 SOUTH,
RANGE 60 EAST, M.D.B.&M.

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

EXHIBIT 2

**Description of Premises
(attached)**

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

EXHIBIT 3

**Prime Agreement
(attached)**

NV-5049
REDACTED

LICENSE AGREEMENT/CELL TOWER

WAYNE BUNKER FAMILY PARK

This Land License Agreement (hereinafter "Agreement") is made this 20th day of November, 2007, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and Global Tower Partners dba Global Tower Assets, LLC ~~GTP Towers LLC~~, a Delaware Limited Liability company (hereinafter "GTP").

WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, GTP is in need of Wireless Communications System facilities, including, but not limited to antennae atop a monopine, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located at 7351 West Alexander Road, Las Vegas, NV, commonly known as the Wayne Bunker Family Park; and

WHEREAS, the facilities proposed to be constructed by GTP will allow collocation by communications providers who, in accordance with all applicable Legal Requirements, will provide wireless communications services using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement of public land at the aforementioned location, permitting GTP to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and Global Tower Partners, a Delaware Limited Liability Company corporation (hereinafter "GTP").

2. **DEFINITIONS:**

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means a communication structure on the Premises including a building(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for GTP's use and that of its subtenants, sublessees, licensees and customers.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 "Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system for wireless communication (including, without limitation, cellular telephone communication and/or personal communications) through which business and/or residential subscribers access and/or make telephone calls for voice or data using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a License to GTP to enter the property consisting of approximately 700 square feet of property located at 7351 West Alexander Road, Las Vegas, NV; commonly known as Wayne Bunker Family Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are licensed for the express purpose of GTP constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans and any future expansion plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.2. Construction may include, but not be limited to, a telecommunications tower(s), equipment shelter(s), and security fencing. GTP shall contact the City Park's Manager, John Black, at (702) 229-6988 ten (10) days prior to commencement of construction. GTP shall exercise all due caution and make all repairs as soon as reasonably possible in the event any damage occurs during construction.

3.2 If GTP provides a Memorandum of this Agreement for recording, CLV will execute and acknowledge such Memorandum, and return the executed document to GTP for recording.

4. TERM:

4.1 The initial term of this Agreement is five (5) years. The term will begin upon issuance of the building permit (GTP to notify CLV) or on the first day of the month following 180 days after the date of the execution of this Agreement by

CLV (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

- 4.2 Additionally, GTP shall have the right to renew this Agreement for Five (5) additional terms of five (5) years. This Agreement shall automatically be extended for each successive renewal term, unless GTP notifies CLV in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Agreement shall be [REDACTED] per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and CLV may charge a late fee equal to [REDACTED] of the amount due.
- 5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by [REDACTED].
- 5.3 The monthly rent of [REDACTED] described in Section 5.1 hereinabove, and subject to increase per Section 5.2 shall remain the rent due by GTP to CLV for so long as GTP has no broadband wireless communications subLicenses, licenses or customers, paying GTP as monthly license fees a minimum sum of [REDACTED] per month (hereinafter the "Qualifying Customer) for use of the tower on the Licensed Premises. If there is a Qualifying Customer, then GTP shall pay to CLV as additional rent hereunder the one-time payment of [REDACTED] (the "Additional Rent") for each and every Qualifying Customer. The determination as to whether any

broadband wireless communications subLicensees, licensees or customers of GTP pay license fees of a minimum sum of [REDACTED] [REDACTED] per month shall specifically exclude any and all operating reimbursements due to GTP from such sublessees, licensees or customers including, but not limited to, electrical, utility, other maintenance charges, tax assessments, and any capital contributions or access-related fees.

- 5.4 Any changes by GTP to the Licensed Premises that requires additional City land, rooftop or facilities space for equipment and antennas shall be subject to approval by CLV, which shall not be unreasonably withheld or delayed, and may have an additional monthly rental fee, which shall be mutually agreed to by the Parties, and which shall be increased annually pursuant to section 5.2 hereof.
- 5.5 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Agreement, will detail the rent for the original term and each subsequent renewal term.
- 5.6 As additional consideration of this Agreement, GTP shall prepay to CLV a one-time administrative payment in the amount of [REDACTED] [REDACTED] due upon the Commencement Date as set forth in Section 4.1 above.

6. INGRESS EGRESS AND UTILITY EASEMENT:

- 6.1 CLV hereby grants to GTP an easement for ingress, egress, regress and utilities over properties of CLV adjacent to the Premises for constructions and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, data, and power lines, including the Backhaul Network, in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by GTP of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the Easement shall be

agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. GTP, GTP's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. GTP shall be responsible to restore the surface of all CLV property affected by such construction to its original condition once the construction of the Easement is complete. In addition, at GTP's request and expense, this Easement shall be set forth in a separate Easement Agreement which CLV and GTP agree to execute and which GTP shall have recorded as an encumbrance on the property of the CLV and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

- 7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which GTP may obtain. As a condition to GTP's obligation hereunder CLV will, within ten (10) business days of CLV's receipt of GTP's request pursuant to this Agreement, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to GTP
- 7.2 CLV represents and warrants to GTP that CLV has the full right to make this Agreement and that GTP shall have quiet and peaceful possession of the Premises and Easement throughout the Agreement Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 GTP shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. GTP shall have the right to construct a monopole(s) tower and foundation, equipment shelter and security

fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within ten (10) business days of CLV's receipt of GTP's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. Equipment installed in the equipment shelter(s) shall belong to GTP, the subtenants or licensees of Agreement, and shall be considered their own personal property.

- 8.2 GTP shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by GTP shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the CLV ("Existing Telecommunications System"), or with radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by GTP cause any unreasonable interference with any CLV telecommunication operation after GTP has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). CLV and its agents shall have the right during the term of the Agreement to examine GTP's transmitter equipment and facilities in order to detect any potential interference with the Existing Telecommunications System, provided that GTP's representative is present during such examinations.

- 8.3 In the event the CLV determines that GTP has caused interference in violation of this Agreement, GTP shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and GTP does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and GTP does not correct or commence to correct such interference within thirty (30) calendar days, GTP shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to GTP.
- 8.4 GTP shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.
- 8.5 It is understood and agreed that GTP's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of GTP's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that GTP is unable to use the Premises for its intended purpose, GTP shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to the CLV. Such termination shall cause forfeiture of the sums theretofore paid by GTP and of the Agreement granted hereunder. Notice from GTP shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 In the event of any interference that is not reasonably curable by either party, or if the Wireless Communications System becomes unsuitable for GTP's intended use as described in Section 8.1 above, GTP may relocate its existing Wireless Communications System on the Premises to a location acceptable to both the CLV and GTP. GTP shall be solely responsible for all costs and expenses related to the relocation of the Wireless Communications System. GTP's relocation of its Wireless Communications System shall not abate nor reduce in any manner the monthly fees due by GTP to CLV.

8.7 GTP shall have the right to construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless telecommunications coverage and service for GTP's subtenant's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Agreement, GTP shall comply with all applicable laws affecting the Premises. GTP shall not commit or suffer to be committed any waste on the Premises or any nuisance. GTP shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 GTP may sublet and/or license space to customers of GTP on the Wireless Communications System, including the tower, land area or property within the Licensed Premises without CLV's consent; however GTP is to notify CLV of each carrier. Every subtenant or licensee of GTP shall be required to comply with the obligations of GTP under this Agreement. The making of any such sublicense or license shall not relicense GTP from any of GTP's obligations hereunder.

10.2 Except as provided in Section 10.1, and 10.3, GTP shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. However, GTP may assign or otherwise transfer its interest in this Agreement to a subsidiary, affiliate or partner of GTP, or a purchaser of the substantially all of the assets of GTP, without CLV's consent, but with prior written notice to CLV. Upon assignment by either GTP or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement.

10.3 Notwithstanding anything to the contrary contained in this Agreement, GTP may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom GTP (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. **NOTICES:**

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV: City of Las Vegas
Department of Field Operations/Facilities Management
Attn: Real Estate & Utilities Administrator
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

WITH A COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO GTP: Global Tower Partners dba GTP Towers, LLC
Attn: _____
1801 Clint Moore Road, Suite 110
Boca Raton, Florida 33487

WITH A COPY TO: Until October 26, 2007:
Michael Frattone, Esq.
Kleinbard Bell & Brecker LLP
1900 Market Street, Suite 700
Philadelphia, PA 19103

After October 26, 2007:
Michael Frattone, Esq.
Kleinbard Bell & Brecker LLP
One Liberty, 46th Floor
1650 Market Street,
Philadelphia, PA 19103

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 GTP shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by GTP throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with GTP's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 GTP shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the telecommunication tower and GTP's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by GTP, GTP shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by GTP, its agents, representatives, employees or subcontractors. The minimum insurance requirements that GTP must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to GTP and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 GTP shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with GTP's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 GTP shall defend, indemnify and hold CLV harmless from any liability, including reimbursement of any reasonable legal fees and all costs for damages to any person or any property in or upon the Premises at GTP's invitation, or for damages to any person or property resulting from the physical structure or actions of GTP (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by GTP shall be so installed, kept, stored or maintained at the risk of GTP. Subject to the limits of liability set forth in NRS 41.035, CLV shall indemnify and hold GTP harmless from all claims (including

reasonable attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV shall not be responsible for any loss or damage to equipment owned by GTP, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV nor GTP shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 GTP will be solely responsible for and will defend, indemnify, and hold CLV, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to GTP's use or generation of Hazardous Materials.

16.3 CLV will be solely responsible for and will defend, indemnify, and hold GTP, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.

17. HAZARDOUS MATERIALS.

17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, reLicense or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. Moreover, CLV shall not and will not permit any third party to

use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or cause a significant effect on public health. If any such representation is in any manner inaccurate or any such warranty or other agreement of CLV in this paragraph 17.1, is in any manner breached during the term of this Agreement (collectively a "Breach") and such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 CLV represents and warrants to GTP that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of GTP and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. GTP's PERFORMANCE AND SURRENDER:

18.1 GTP shall pay the Rent and all other sums required to be paid by GTP hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, GTP shall, to the extent reasonable, restore the Premises to substantially its original condition at the commencement of this

Agreement, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which GTP had no control or buildings built specifically for use by the City that would be currently utilized.

19. **TERMINATION:**

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice or as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by GTP if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by GTP if the Premises are or become unacceptable to GTP under GTP's design or engineering specification or its Wireless Communications System; (d) by GTP, if GTP determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude GTP from using the Premises for its intended purpose; (e) by GTP, if GTP does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) by GTP if GTP determines that utilities necessary for GTP's use of the Premises are not available to the Premises; or (g) by GTP, if the Premises are damaged or destroyed to an extent which prohibits or materially interferes with GTP's use of the Premises. In the event of termination by GTP pursuant to item (g), GTP shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the GTP's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, GTP shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, GTP shall not damage the Premises. If the time for removal causes GTP to remain on the Premises after termination of this Agreement, GTP shall pay a Agreement fee at the then existing Agreement fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Agreement by GTP:

20.1.1 If GTP fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to CLV,

20.2 If Rent payment is not made within fifteen (15) calendar days of due date a ~~penalty~~ penalty of the amount due will be assessed.

20.2.1 During the continuation of a default, as set forth in Section 20.1.1, CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to GTP, to terminate this Agreement and remove or require GTP to remove GTP's equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of GTP's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

24. SURVEY AND TESTING:

GTP shall have the right for one hundred eighty (180) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for constructions of Wireless Communications System facilities. If GTP, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at GTP's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that GTP shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof, or below ground if such activity might disturb the Wireless Communications System. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in

the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to GTP under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 GTP will not cause any mechanic's or materialman's lien to be placed on the Premises, unless GTP agrees to indemnify, defend and hold harmless CLV from any such lien from a party claiming by, through or under GTP.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and GTP's obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold GTP harmless from and against such claims or costs, including

attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

- 31.1 CLV covenants that GTP, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

- 32.1 In performing under this Agreement, GTP shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of GTP's use of the Premises.
- 32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to GTP's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this License.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 GTP shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by the CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by the CLV to abate any

unauthorized use. GTP shall cease use of the facilities in the Premises and take appropriate action as authorized by the CLV to remove the facilities from the Premises.

- 33.4 This Agreement does not authorize GTP to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize GTP to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by GTP or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim the CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should GTP, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, the CLV will proportionately abate the rent during this time, and GTP shall have no other recourse against the CLV for the CLV's failure to provide GTP the use of the Premises set forth herein.
- 33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If GTP disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.
- 33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. The CLV shall give GTP prior notice of such

inspection and GTP shall have the right to accompany the CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should GTP hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon CLV and GTP shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by GTP.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if GTP shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if GTP shall compound GTP's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for GTP's property, or in the event GTP shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of landlord and tenant, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. **FURTHER ASSURANCE:**

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. **INTERPRETATION:**

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. **RENT PAYMENT:**

40.1 GTP's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue 6th Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. **ADDITIONAL GTP OBLIGATIONS:**

41.1 GTP agrees to provide, at GTP's sole cost and expense within ninety (90) days of the Commencement Date, a T-Mag XC Utility Truck (the "Capital Improvements"). The specifications are detailed in Exhibit "F". Expenditures on the Capital Improvements are not to exceed the sum of [REDACTED]

42. **DATE OF AGREEMENT:**

42.1 The parties acknowledge that certain obligations of CLV and GTP are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement" or words of

similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

- 43.1 Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed [REDACTED] dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. DAMAGE AND DESTRUCTION:

- 44.1 In case of damage or destruction of the Wireless Communications System or any part thereof due to the negligence or willful acts of GTP, or GTP's agents, employees, contractors or subtenants, GTP shall promptly at GTP's expense, repair, restore and rebuild and Wireless Communications System so as to constitute a complete, independent and rentable Wireless Communications System of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.
- 44.2 In case of damage to or destruction of the Wireless Communications System or any part thereof by a Casualty (as hereinafter defined), GTP shall promptly give written notice thereof the CLV. In the event such Wireless Communications System is less than fifty percent (50%) destroyed or damaged, then GTP shall, at GTP's expense, with insurance proceeds or otherwise, promptly repair, restore and rebuild the Wireless Communications System so as to constitute a complete,

independent and rentable Wireless Communications System of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.3 In the event the Wireless Communications System is more than fifty percent (50%) damaged or destroyed, then GTP shall have the following options:

- a) At GTP's expense, GTP may promptly restore, repair, replace or rebuild the Wireless Communications System so as to constitute a complete, independent and rentable Wireless Communications System of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect; or
- b) GTP may terminate this Agreement by written notice to CLV and remove the above-ground portions of the Wireless Communications System in accordance with Section(s) 18 and 19.

Within sixty (60) days after the Casualty, GTP shall notify CLV which of the foregoing options GTP has chosen and shall proceed with diligence to effectuate such options. As used herein, "Casualty" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of Agreement.

44.4 Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by GTP shall be so installed, kept, stored or maintained at the risk of GTP. CLV shall not be responsible for any loss or damage to equipment owned by GTP, except to the extent caused by CLV's willful misconduct or gross negligence.

45. CONDEMNATION:

45.1 If all of any part of the Licensed Premises, or if all or any part of the property underlying the Wireless Communications System or roadway to the Licensed Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking is in the sole discretion of GTP

renders the Licensed Premises unusable for its intended purpose, then at GTP's option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking.

45.2 In the event compensation is awarded or paid upon a total or partial condemnation of the Premises, GTP shall be entitled to receive the award related to the Wireless Communications System and any infrastructure built by GTP and related to said Wireless Communications System. GTP shall have the right to claim and recover from the condemning authority, but not from the CLV, such compensation as may be separately awarded to or recoverable by GTP, in GTP's own right, whether for lost profits or other damage claimed by GTP.

45.3 If this Agreement shall continue after such taking, the Agreement shall remain unaffected except that the Rent shall be reduced by an amount which bears the same proportions to the Rent immediately prior to the partial taking as the rental value of the whole Licensed Premises immediately prior to such taking.

46. GTP's FINANCING: SUBROGATION

46.1 For the purposes of allowing GTP to satisfy its lender's continuation rights with respect to the Wireless Communications System on the Premises and with respect to this Agreement, CLV agrees to the following:

- a) CLV agrees to recognize GTP, subLicenses and/or licenses of all customers of GTP occupying space on the Wireless Communications System, and will permit each such customer to remain in occupancy of the Premises notwithstanding any default hereunder by GTP, during the applicable notice and cure period for such default, so long as such customer is not in default under its Agreement, subLicense or license.
- b) CLV hereby agrees to give GTP's mortgagee written notice of any breach or default of the terms of this Agreement within a reasonable time after the occurrence thereof, at such address as specified by GTP's mortgagee. In the event of any such breach of default under the

terms of this Agreement, GTP's mortgagee shall have the right, to the same extent and with the same effect as the GTP, to cure or correct any such default, whether the same shall consist of the failure to pay Rent or the failure to perform any obligation of GTP hereunder, and CLV agrees to accept such payment of performance on the part of the GTP's mortgagee as though the same had been made or performed by the GTP. CLV agrees that it shall not exercise its right to terminate the Agreement or any of its other rights under this Agreement upon breach or default of the terms of this Agreement by GTP without affording GTP's mortgagee the foregoing notice and period to cure any default or breach under this Agreement.

- c) CLV hereby agrees (i) to subordinate any lien or security interest that it may have under applicable law or pursuant to this Agreement, to the lien and security interest of GTP's mortgagee in the collateral securing all the indebtedness at any time owed by GTP to its mortgagee (the "Collateral"); and (ii) that, upon an event of default under the loan documents between GTP and its mortgagee or under this Agreement, GTP's mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the CLV of any rights which it may have herein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of CLV's lien and security interest.
- d) CLV acknowledges and agrees that nothing contained in the Agreement shall be deemed or construed to obligate the GTP's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of GTP under this Agreement.

47. WAIVER OF CLV'S LIEN:

- (a) CLV waives any lien rights it may have concerning GTP's Wireless Communications System facilities, which are deemed GTP's personal property

and not fixtures, and GTP has the right to remove the same at any time without CLV's consent.

- (b) CLV acknowledges that GTP has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of GTP's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

48. RELOCATION OR REMOVAL:

48.1 Subject to the other provisions of this Agreement, in the event there is a public need to redevelop, modify, remodel, or in any way alter the property on which the Licensed Premises is located, CLV shall in good faith use reasonable efforts to fully accommodate GTP's continued use of the Licensed Premises. Should any proposed redevelopment necessitate the relocation of the Licensed Premises or GTP's Facilities, and/or any alterations to GTP's Facilities, GTP shall relocate or make the necessary alterations, at GTP's sole cost, expense and risk. CLV shall not require the relocation of GTP's Facilities during the first 36 months of the license. Notwithstanding the provisions of section 19, CLV shall provide GTP with no less than twelve (12) months' prior written notice of CLV's proposed redevelopment. CLV shall also provide a temporary location within a close proximity to the existing tower. CLV will reduce the monthly rental payment by [REDACTED] per month during the relocation process.

49. DISCLOSURE OF PRINCIPALS:

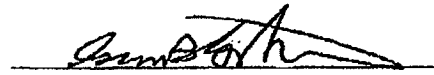
In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, GTP will provide a disclosure in the form attached hereto as Exhibit "E". If GTP, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to GTP, shall within fifteen (15) days notify CLV in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

ATTEST


BEVERLY K. BRIDGES CMC, City Clerk

"CLV"
CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor:

APPROVED AS TO FORM:


Deputy City Attorney Date 9/27/07
Thomas R. Green

"GTP" ^{TA} GLOBAL TOWER ASSETS, LLC
~~GTP Towers, LLC~~, a Delaware Limited Company
Corporation

By: 



ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 20th day of November, 2007, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Stacey Campbell
NOTARY PUBLIC, in and for said
County and State



STATE OF Florida,
COUNTY OF Palm Beach) ss.

On this 15th day of October, 2007, personally appeared before me, a Notary Public in and for said County and State, Terry Arma known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Maria Washington
NOTARY PUBLIC, in and for said
County and State

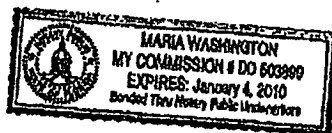
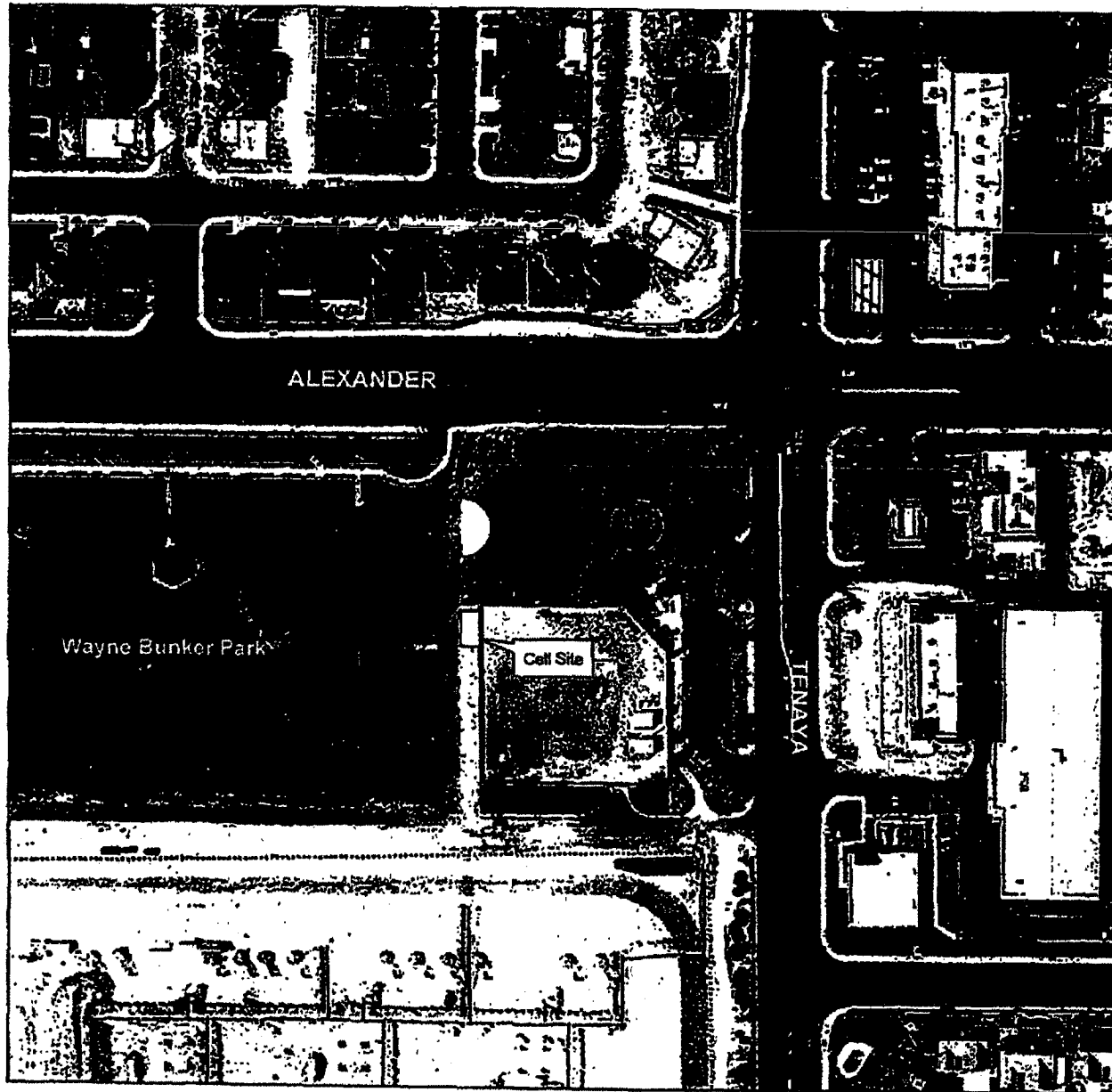


EXHIBIT "A"



Site Map

Facilities Management
Real Estate & Utilities



8/29/07

EXHIBIT "C"

PLANS & DETAILS

Due to the size and volume of Exhibit "C" it is on file with the City Clerk's Office, 400 Stewart Avenue, Las Vegas, Nevada 89101.

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, GTP shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, GTP shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and GTP. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that GTP fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, GTP hereby agrees to protect, indemnify, and hold the CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of GTP or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, GTP, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, GTP expressly agrees, at its sole cost and expense, to defend the CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which GTP has agreed to indemnify the CLV, its officers, employees and agents. If GTP fails so to do, the CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to GTP.

WAIVER OF SUBROGATION. CLV hereby waives, and GTP hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement; and the CLV and GTP, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

DISCLOSURE OF PRINCIPLES

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that Global Tower Partners dba ~~GTP Towers LLC~~, is a Delaware Limited Liability company.

~~GLOBAL TOWER ASSETS, LLC~~
TA

~~GTP Towers LLC~~ TA
~~GLOBAL TOWER ASSETS, LLC~~

By: Terry Arment
Authorized Signatory

State of Florida
County of ss. Palm Beach

Subscribed and sworn to before me this
15 day of October, 2007.

Traci Clancy
Notary Public

TRACI CLANCY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD83418
EXPIRES 6/22/2008
BONDED THRU 1-888-NOTARY1



EXHIBIT "F"

T-MAG XC UTILITY TRUCK SPECIFICATIONS

- (1) T-Mag XC Extended Cab Gasoline 55"89" Cargo Bed 12" Drop Down Sides**
- (1) 50 Dump Body for T-Mag with up to 1,000 lbs capacity**
- (1) 903 Powertraction Package includes Posi Track Locker and High Torque**
- (4) 200 Turf Tires 2 Each 175/70/13 on front, 2 Each 185/70/13**
- (1) 41 Tow hitch Receiver with Ball Mount and 17/8" Ball**

Golf Ventures West (5025 Shuster Street Las Vegas, Nevada 89118) will be able to assist in the ordering of the utility truck. They can be reached at (702) 642-8656, Fax (702) 642-3812. Please let them know you are purchasing the utility truck for the City of Las Vegas so that you are quoted the same prices that the City pays.

GTP will need to coordinate the delivery of the utility truck with Ray Montoya, Park Maintenance Supervisor, at 702-249-4934.

Lessor's Site ID/ Name: NV-5049 Alexander Buffalo Drive
Lessee's Site ID/ Name: NV-LSV184

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: January 13, 2009
PLEASE RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED) GTP 10509 SD Mission Road #U E-Mail: tvanboxtel@gtpsites.com	GTP Site #: NV 5049 GTP Site Name: Alexander/Bufalo GTP Date Received: Revision Dates: RSM Approval:
San Diego, CA 92108 Office: (619) 641-3076 Attn: Todd VanBoxtel Fax: (619) 641-3078	

APPLICANT/CARRIER INFORMATION

Carrier Name: Clearwire US LLC	Contact Name: Debra Christian
Carrier Site Name: GTP Monopine	Contact Number: (208) 794-8899
Carrier Site Number: NV-LSV184	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: Michael Doran, /Deb Christian 217-622-1377
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 13 57 N	Existing Structure Type: Monopine
Longitude: 115 15 10 W	Existing Structure Height: 70'
Site Address: 7531 West Alexander Road Las Vegas NV 89129	

ANTENNA & COAX

Sector	1	2	3	OTHER (dish, TMA, GPS)
Desired Rad Center (ft. AGL)	58'	58'	58'	58'
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 1/2" 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)	58' or best available	58' or best available	58' or best available	58' 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
Cabinet Dimension (L x W x H, ft.)	54" x 30" x 30"	Pad Dimension (L x W, ft.):
Shelter Dimension (L x W x H, ft.)	N/A	Cabinet Manufacturer: DDB Unlimited
		Shelter Manufacturer: N/A

AC POWER REQUIREMENTS

Voltage: 120 / 240	Total Amperage: 40
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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 #17027N01LC, 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 1/2" for a total of 3.

Plans (PMT)



Separator Sheet



May 28, 2009

Horvath Communications
Attn: Mark McGarty
4133 Hawthorne Place
Longmont, CO 80503

RE: Cell Facility for Horvath Communications at APN 138-10-101-017 located at 7351 West Alexander Road: SDR-33847.

Dear Mr. McGarty:

It has been determined that the co-location of three (3) flush-mounted panel antennas and three (3) microwave dish antennas at the 60-foot centerline of an existing 75-foot tall Wireless Communication Facility, Stealth Design (Monopine) at 7351 West Alexander Road 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 27, 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.

If you have any questions, please contact me at (702) 229-6895.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Sullivan".

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

DS:dw

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

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Plans (Elevations)



Separator Sheet

clearwire[®]
U.S. LLC

1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
JURISDICTION: LAS VEGAS

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

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	01/20/09	LEASE EXHIBIT
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

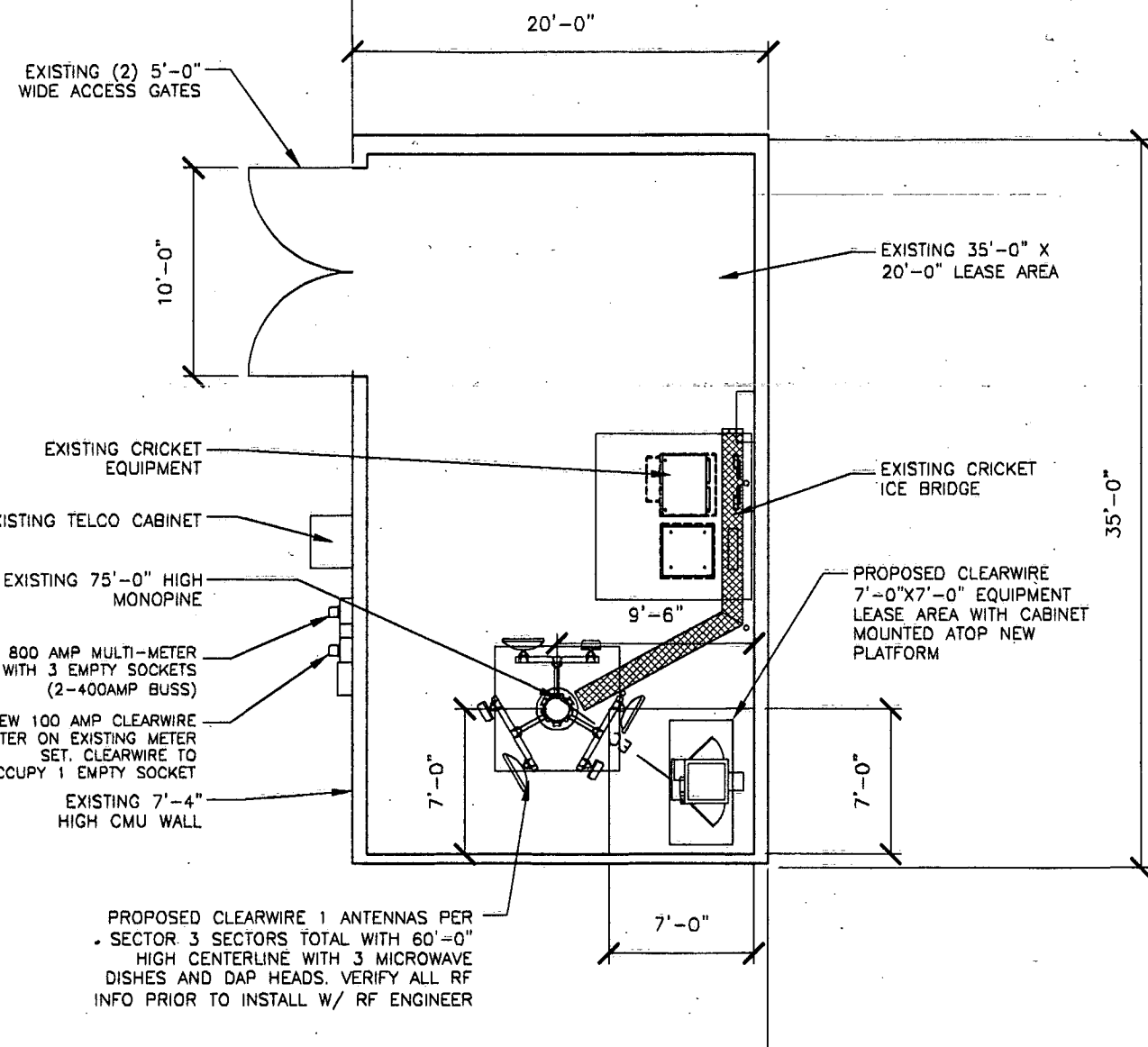
DRAWING TITLE:

SITE PLAN

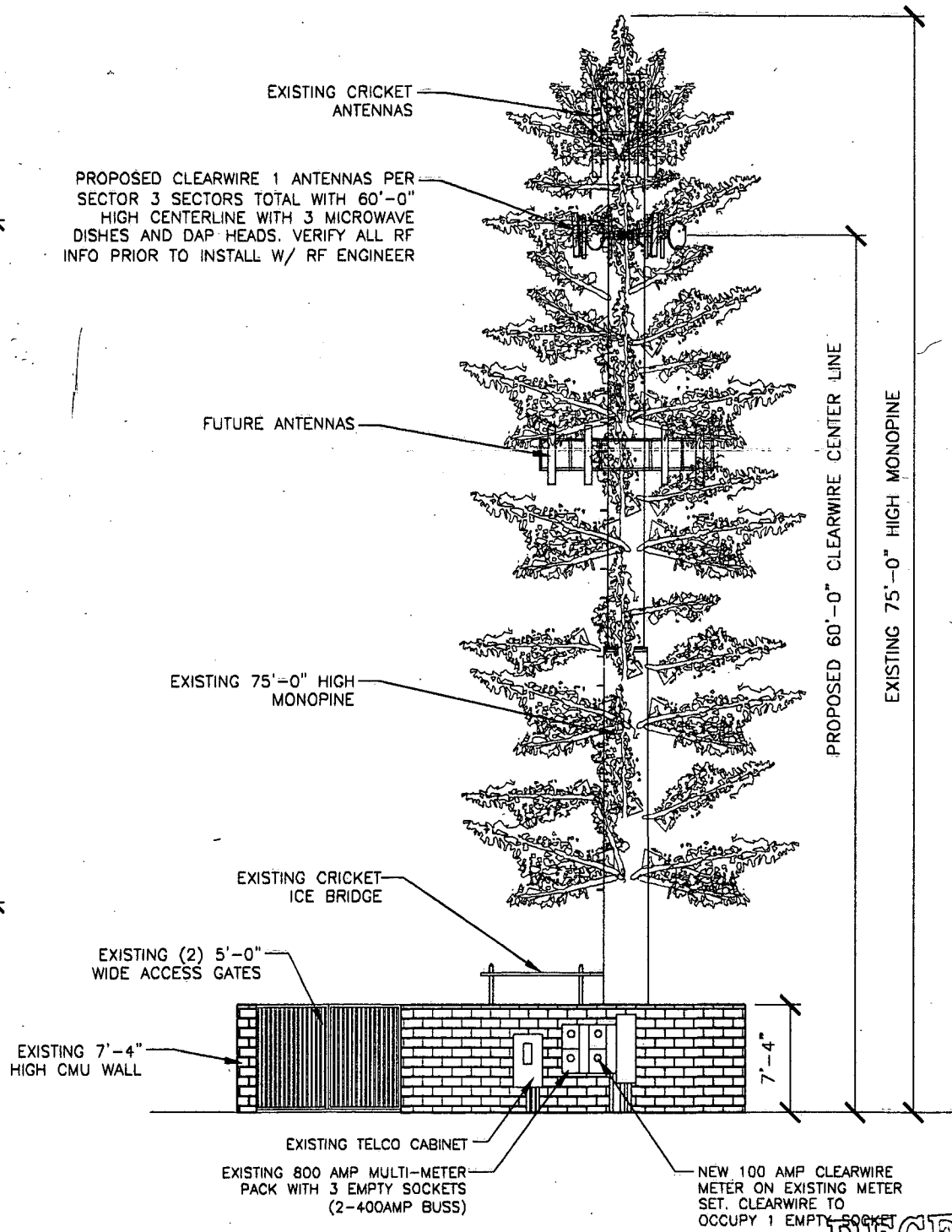
APR 27 2009

DRAWING SHEET:

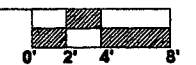
Z-2



1 LEASE AREA PLAN
SCALE: 1/8"=1'-0"



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



Plans (PMT)



Separator Sheet

clearw're® U.S. LLC

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
PARCEL NUMBER: 138-10-101-017

APPROVED

By Jeffrey Clutter at 11:40 am, Jan 23, 2009

clearw're
U.S. LLC

1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
JURISDICTION: LAS VEGAS

**JC DESIGN &
MANAGEMENT**
399 WEST VIA DE ARBOLES
OUFFEN CREEK, AZ 85740
OFFICE: 480-677-2586
FAX: 480-677-2689

CONSULTANT TEAM

CLIENT:
CLEARWIRE U.S. LLC
ALICE BLASSCHYN
702-673-0908-CELL PHONE
1051 MARYCREST RD. SUITE K
HENDERSON, NV 89074

DESIGN SERVICES:
JC DESIGN & MANAGEMENT
399 W. VIA DE ARBOLES
OUFFEN CREEK, AZ 85740
CONTACT: JOHN COLLINS
E-MAIL: JC@JCDESIGNMANAGEMENT.COM
PHONE: (480) 677-2586 FAX: (480) 677-2689

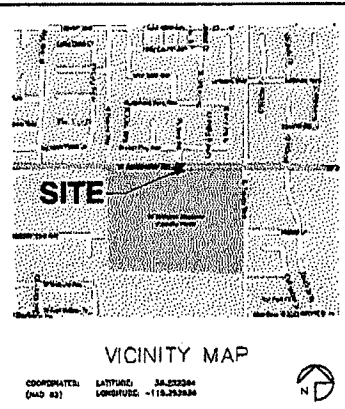
ELECTRICAL:
APCC CONSULTING
6000 SOUTH EASTERN AVE SUITE 80
LAS VEGAS, NV 89118
CONTACT: NANCY PATRICK
PHONE: (702) 945-8221 FAX: (702) 951-7689

POWER:
NEVADA POWER COMPANY
(702) 697-4500

TELEPHONE:
COMCAST
(702) 361-5333

ACCESSIBILITY DISCLAIMER

THIS PROPOSED PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSIBLE BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER THE 1103.2.1 LISTED AS AN EQUIPMENT SPACE.



VICINITY MAP

COORDINATES: LATITUDE: 36.253344
(NAD 83) LONGITUDE: -115.252836

DRIVING DIRECTIONS

BEGINNING AT THE CLEARWIRE OFFICE AT 1051 MARY CREST RD. HENDERSON, NV 89074
HEAD EAST ON MARY CREST RD TOWARD N GORDON RD
TURN LEFT AT N GORDON RD
TURN RIGHT AT MARY CREST RD/ELLUM HOLLOWAY
TURN LEFT TO MERGE ONTO I-40S W
CONTINUE ON I-40S W
TAKE EXIT 40 FOR OUFFEN CREEK
TURN LEFT AT OUFFEN CREEK AVE
TURN RIGHT AT W ALEXANDER RD
TURN LEFT AT W ALEXANDER RD
DESTINATION WILL BE ON THE LEFT

PROJECT SUMMARY

SITE NAME: NV-LSV184E
SITE ADDRESS: 7351 W ALEXANDER RD
LAS VEGAS, NV 89129
APPLICANT: CLEARWIRE WIRELESS BROADBAND
4400 CARLINSON POINT
SPRINGFIELD, MA 01103
CONTACT: MARK MADAREY
PHONE: 602-433-1738
TOWER OWNER: GLOBAL TOWER PARTNERS
PROPERTY OWNER: CITY OF LAS VEGAS

PROJECT DESCRIPTION SUMMARY:

-THE INSTALLATION OF NEW OUTDOOR ITS CABINET LOCATED ON A PRE-MANUFACTURED STEEL PLATFORM (DESIGNED BY OTHERS) AT GRADE.
-THE EQUIPMENT WILL REQUIRE 100 AMP AND THE POWER POINT OF FEED WILL BE DETERMINED ONCE A NEVADA POWER ORDER IS RECEIVED.
-INSTALLATION OF ANTENNAS AND RAY HEADS AND MICROWAVE DISHES ATOP THE EXISTING STRUCTURE AND 1 GPS ANTENNA WILL ALSO BE INSTALLED.

LAND USE DATA:

ASSESSORS PARCEL NUMBER: 138-10-101-017
CURRENT ZONING: CIVIC DISTRICT (C-V)

BUILDING CLASSIFICATION:

PROPOSED LEASE AREA: 7'-0" x 48'-0" FT.
PROJECT OCCUPANCY: U-POLE
TYPE OF CONSTRUCTION: 10
POWER COMPANY: NEVADA POWER
DESCRIPTION: 10 (C) POWER POLE AT STREET

SHEET SCHEDULE

SHT NO.	SHEET DESCRIPTION	REV.
T-1	TITLE SHEET	0
S-1	SITE PLAN	0
E-2	CHANGED SITE PLAN, WEST ELEVATION	0

APPLICABLE CODES

JURISDICTION: LAS VEGAS
INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2008 EDITION
UNIFORM MECHANICAL CODE (UMC) 2004 EDITION
UNIFORM PLUMBING CODE (UPC) 2008 EDITION
UNIFORM FIRE CODE (UFC) 2006 EDITION
ANSI/ISA-75.23.01 STANDARDS FOR BROADCAST STRUCTURES
LOCAL CODES AND ORDINANCES
IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

APPROVALS

APPROVAL	DATE
PROPERTY OWNER/LANDLORD	
ZONING	
CLEARWIRE R.T. ENGINEER	
CLEARWIRE WIRE CONNECT	
CLEARWIRE CONSTRUCTION	
CLEARWIRE BACKHAUL	

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 1/4" SCALE AS THE REFERENCE.

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF REVISION
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PROPOSED REVISION

CLIENT REVIEW ONLY

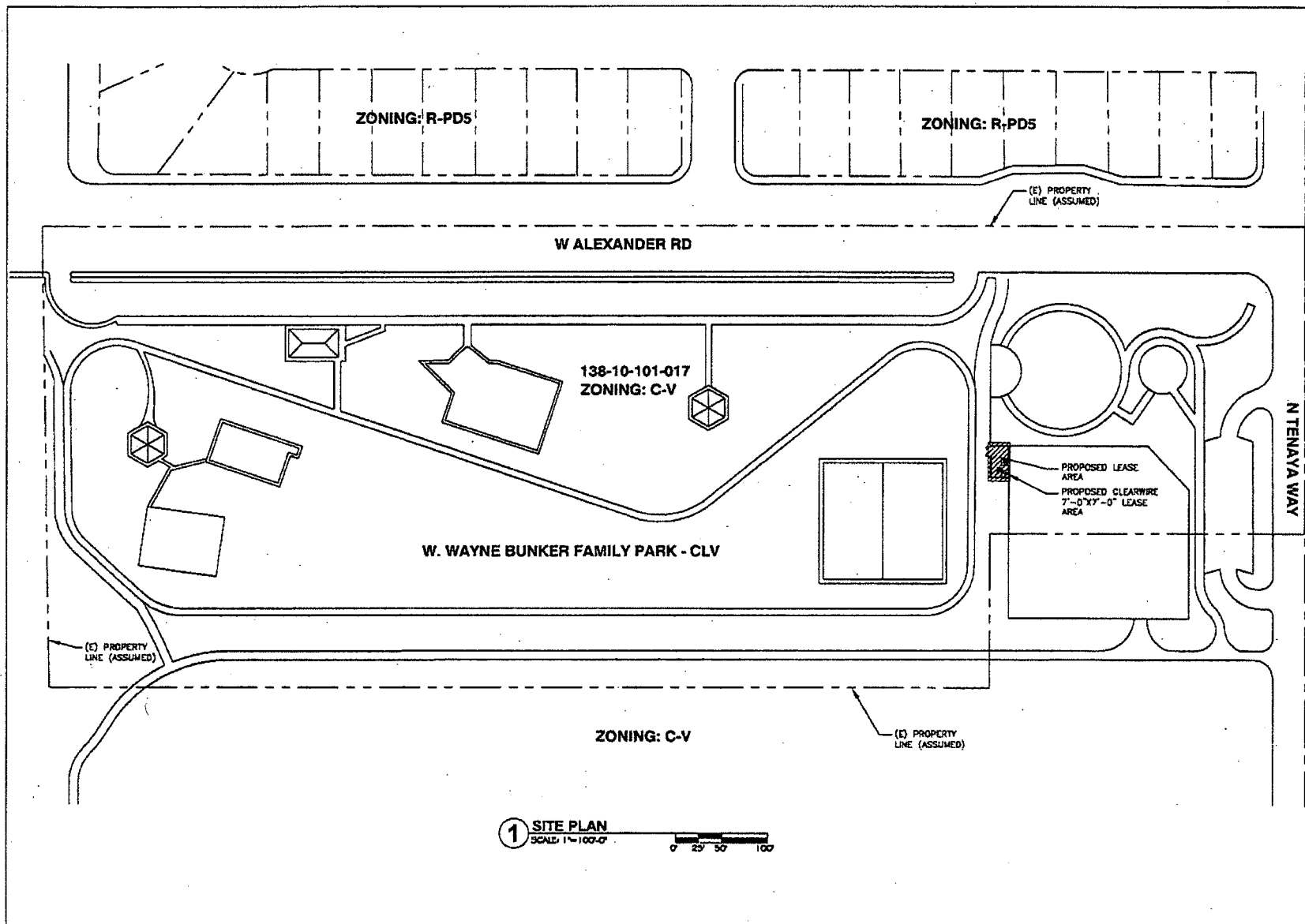
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DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

T-1



clearw're
U.S. LLC

1001 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
JURISDICTION: LAS VEGAS

JO DESIGN & MANAGEMENT
399 WEST VA DE ARBOLES
QUEEN CREEK, AZ 85240
OFFICE: 480-677-2888
FAX: 480-677-2888

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGE
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DATE	DESCRIPTION OF CHANGE
01/19/04	LEASE EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT
01/19/04	REVISION OF EXHIBIT

SCALE: SEE SHEET

CLIENT REVIEW ONLY

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DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

Z-1

clearw're
U.S. LLC

1001 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
JURISDICTION: LAS VEGAS

JO DESIGN &
MANAGEMENT
359 WEST VIA DE ARDOLES
QUEEN CREEK, AZ 85240
OFFICE: 480-677-2888
FAX: 480-677-2888

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION OF CHANGE
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ENGINEERING SEAL

CLIENT REVIEW ONLY

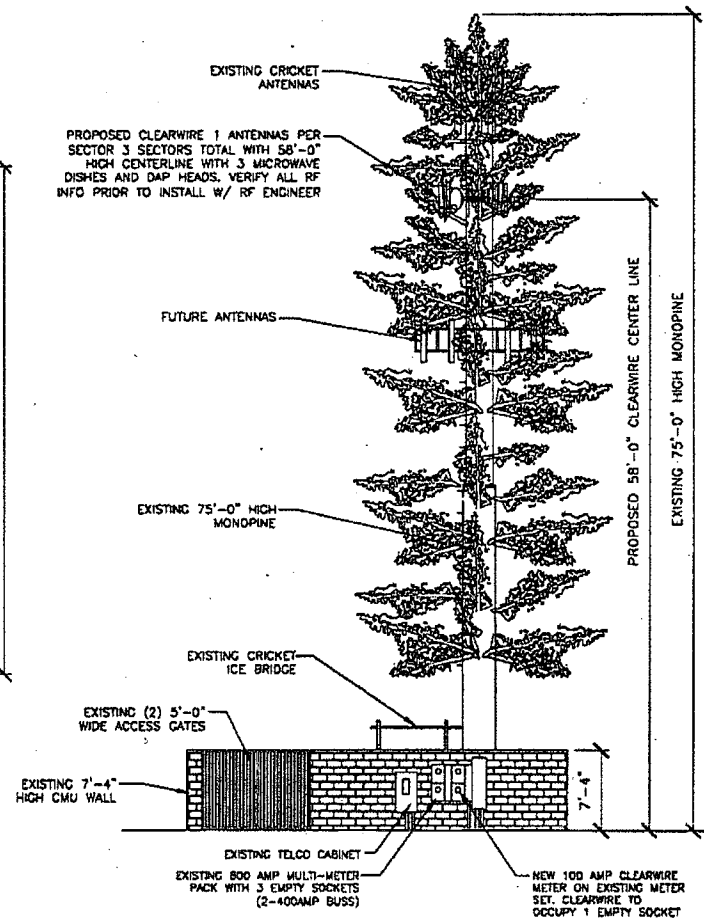
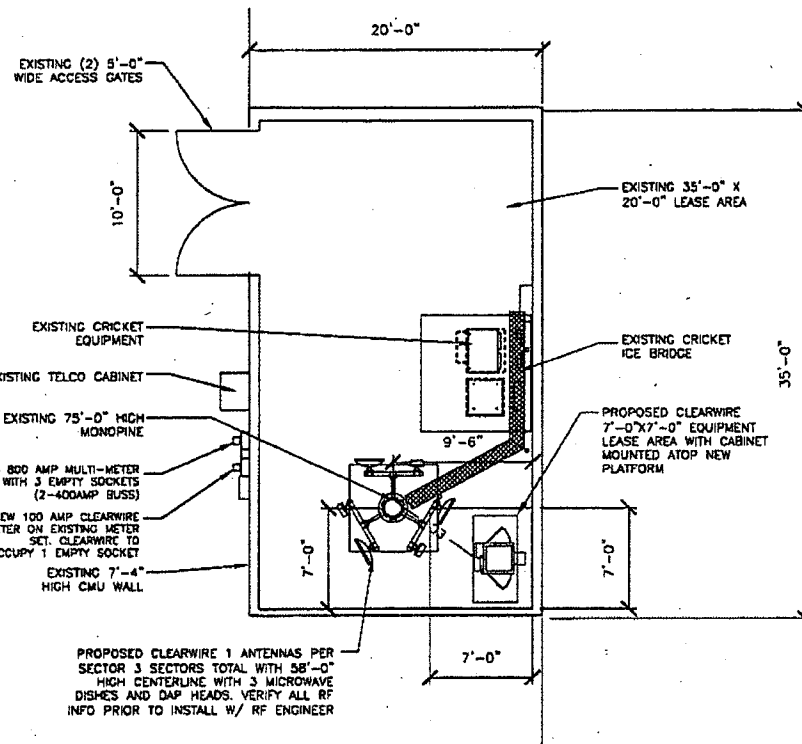
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DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

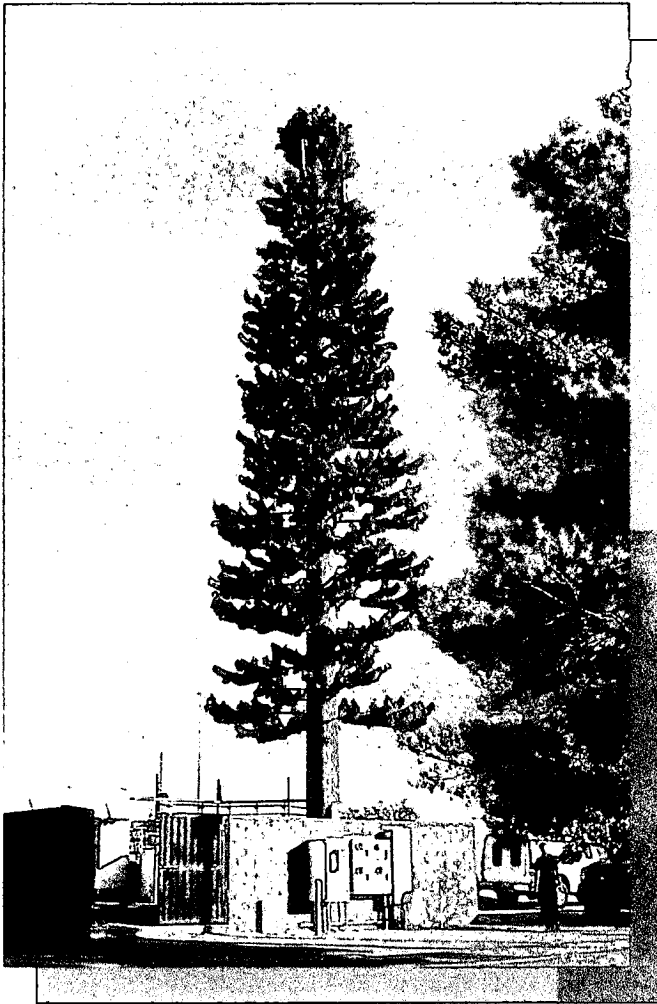
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**Horvath Communications
NV-LSV 184E**

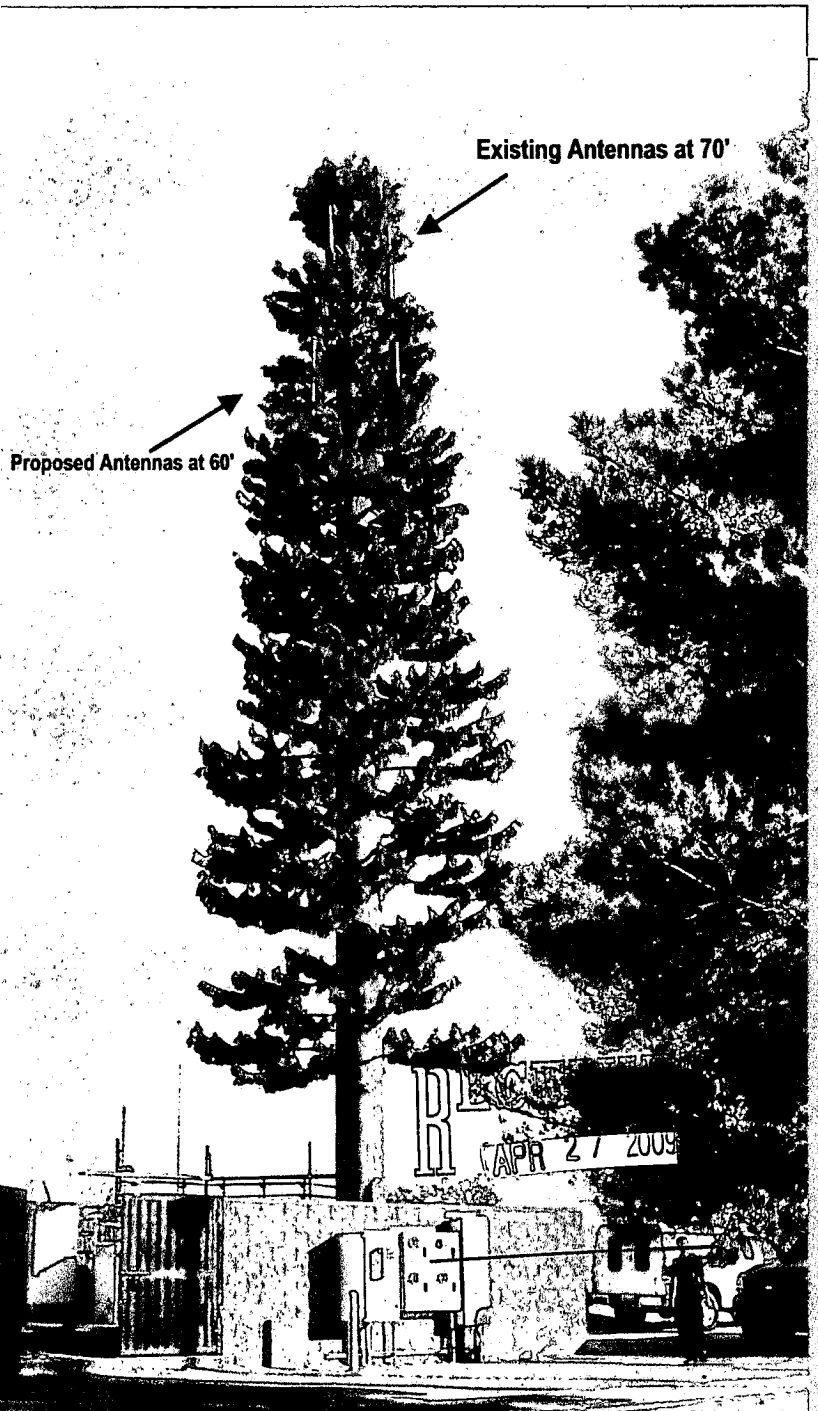
**7351 W. Alexander Rd.
Las Vegas, NV 89129**

Proposed



Existing

**Proposed Clearwire Antennas
to be located at 60' (3 Panel
Antennas and 3 Microwaves)
on Existing 75' Monopine.**



Horvath Towers &
Clearwire

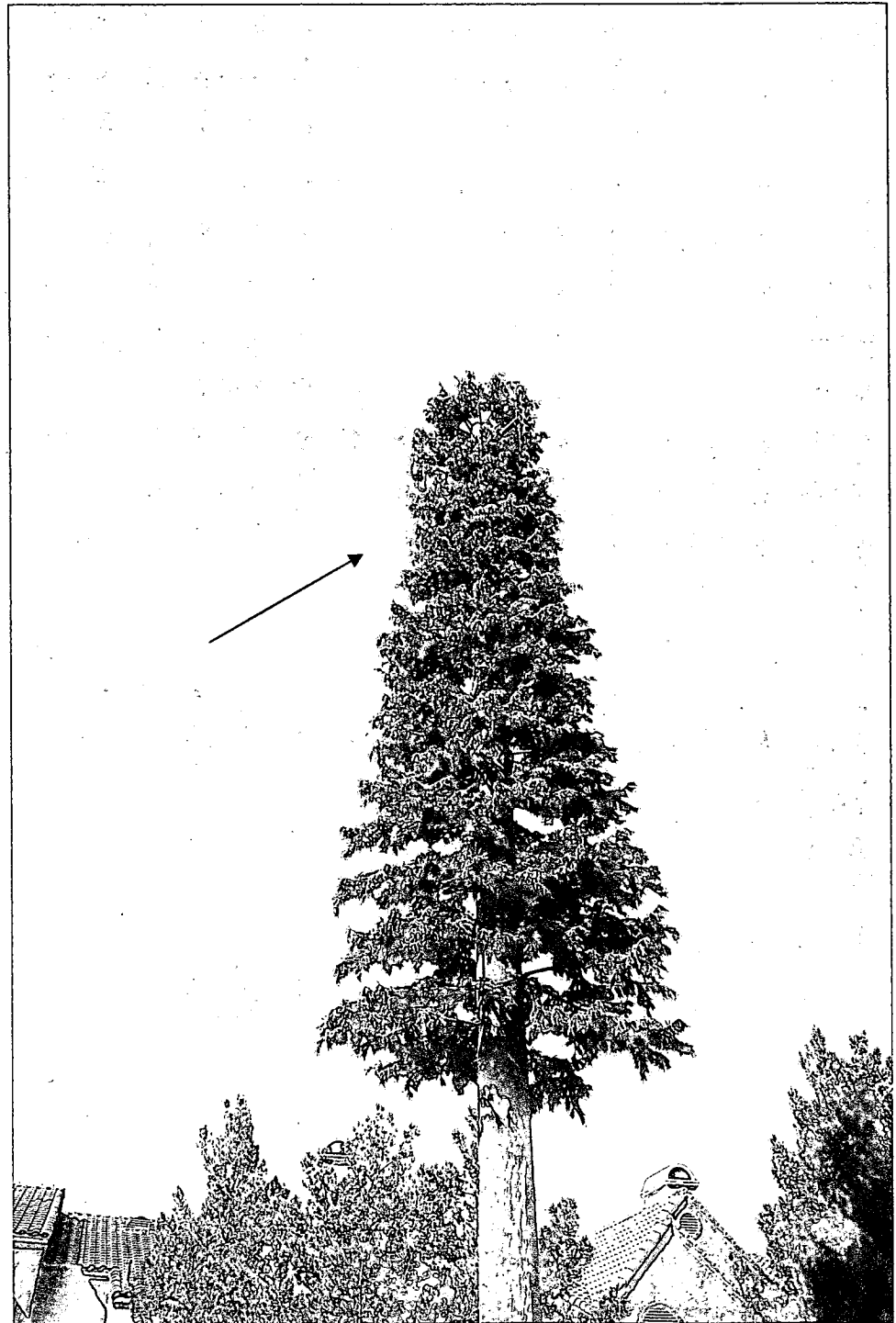
NV-LSV 184E
7351 W. Alexander Rd.
Las Vegas, NV 89129

Global Tower Partners

Existing 75' Monopine.

Proposed Clearwire Antennas to be
located at 60' (3 Panel Antennas
and 3 Microwaves) on existing 75'
monopine.

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MAR 16 2009



Plans (Approved Site Plan)



Separator Sheet

clearwire[®]

U.S. LLC

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
PARCEL NUMBER: 138-10-101-017

clearwire[®]
U.S. LLC

1051 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7351 W ALEXANDER RD
LAS VEGAS, NV 89129
JURISDICTION: LAS VEGAS

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

CONSULTANT TEAM

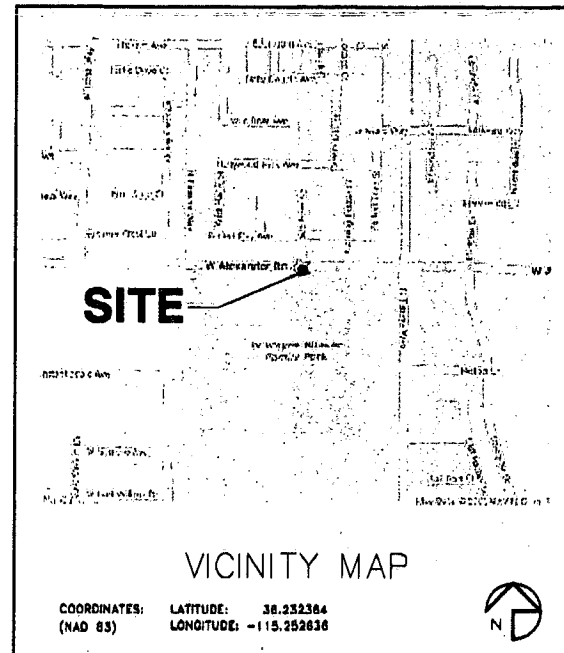
CLIENT:
CLEARWIRE U.S. LLC
ALEX BLASSCYK
702-273-0809-CELL PHONE
1051 MARYCREST RD. SUITE K
HENDERSON, NV. 89074
DESIGN SERVICES:
JC DESIGN & MANAGEMENT
399 W. VIA DE ARBOLES
QUEEN CREEK, AZ. 85240
CONTACT: JOHN COLLINS
E-MAIL: JCDESIGN2000@YAHOO.COM
PHONE: (480) 677-2688 FAX: (480) 677-2688

ELECTRICAL:
APEX CONSULTING
6000 SOUTH EASTERN AVE SUITE 88
LAS VEGAS, NV 89119
CONTACT: KANIZ FATEMA
PHONE: (702) 988-9221 FAX: (702) 951-7589

POWER: NEVADA POWER COMPANY
(702) 657-4300
TELEPHONE: EMBARO
(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.



DRIVING DIRECTIONS

BEGINNING AT THE CLEARWIRE OFFICE AT 1051 MARY CREST RD, HENDERSON, NV 89074:
HEAD EAST ON MARY CREST RD TOWARD N GIBSON RD
TURN LEFT AT N GIBSON RD
TURN RIGHT AT AUTO SHOW DR/WILLIAM HEINRICH
TURN LEFT TO MERGE ONTO I-515 N
CONTINUE ON US-95 N
TAKE EXIT 83 FOR CHEYENNE
TURN LEFT AT W CHEYENNE AVE
TURN RIGHT AT N TENAYA WAY
TURN LEFT AT W ALEXANDER RD
DESTINATION WILL BE ON THE LEFT

0.1 MI
0.5 MI
0.4 MI
13.3 MI
7.6 MI
0.4 MI
0.3 MI
1.0 MI
0.4 MI

PROJECT SUMMARY

SITE NAME: NV-LSV1840
SITE ADDRESS: 7351 W ALEXANDER RD
LAS VEGAS, NV 89129
APPLICANT: CLEARWIRE WIRELESS BROADBAND
4400 CARILLON POINT
KIRKLAND, WA. 98033
CONTACT: Mark McGAREY
PHONE: 802-432-1736

TOWER OWNER: GLOBAL TOWER PARTNERS
PROPERTY OWNER: CITY OF LAS VEGAS

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 EXISTING STRUCTURE AND 1 OPS ANTENNA WILL ALSO BE INSTALLED.

LAND USE DATA:

ASSESSORS PARCEL NUMBER: 138-10-101-017
CURRENT ZONING: CIVIC DISTRICT (C-V)

BUILDING CLASSIFICATION:

PROPOSED LEASE AREA: 7'x7' = 49 SQ. FT.
PROJECT OCCUPANCY: U-POLE
TYPE OF CONSTRUCTION: IIB
POWER COMPANY: NEVADA POWER
DESCRIPTION: TQ (E) POWER POLE AT STREET

SHEET SCHEDULE

SHT NO.	SHEET DESCRIPTION	REV.
T-1	TITLE SHEET	0
Z-1	SITE PLAN	0
Z-2	ENLARGED SITE PLAN, WEST ELEVATION	0

APPLICABLE CODES

JURISDICTION: LAS VEGAS
INTERNATIONAL BUILDING CODE (IBC) 2006 EDITION
WITH NEVADA STATE AMENDMENTS
NATIONAL ELECTRIC CODE (NEC) 2008 EDITION
UNIFORM MECHANICAL CODE (UMC) 2008 EDITION
UNIFORM PLUMBING CODE (UPC) 2008 EDITION
UNIFORM FIRE CODE (UFC) 2008 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

SCALE: AS SHOWN
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.

APR 27 2009

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
1	01/20/09	LEASE EXHIBIT
DRAWN BY:	MD	CHECKED BY: JC
SCALE:	SEE SHEET	

ENGINEERING SEAL

CLIENT REVIEW ONLY

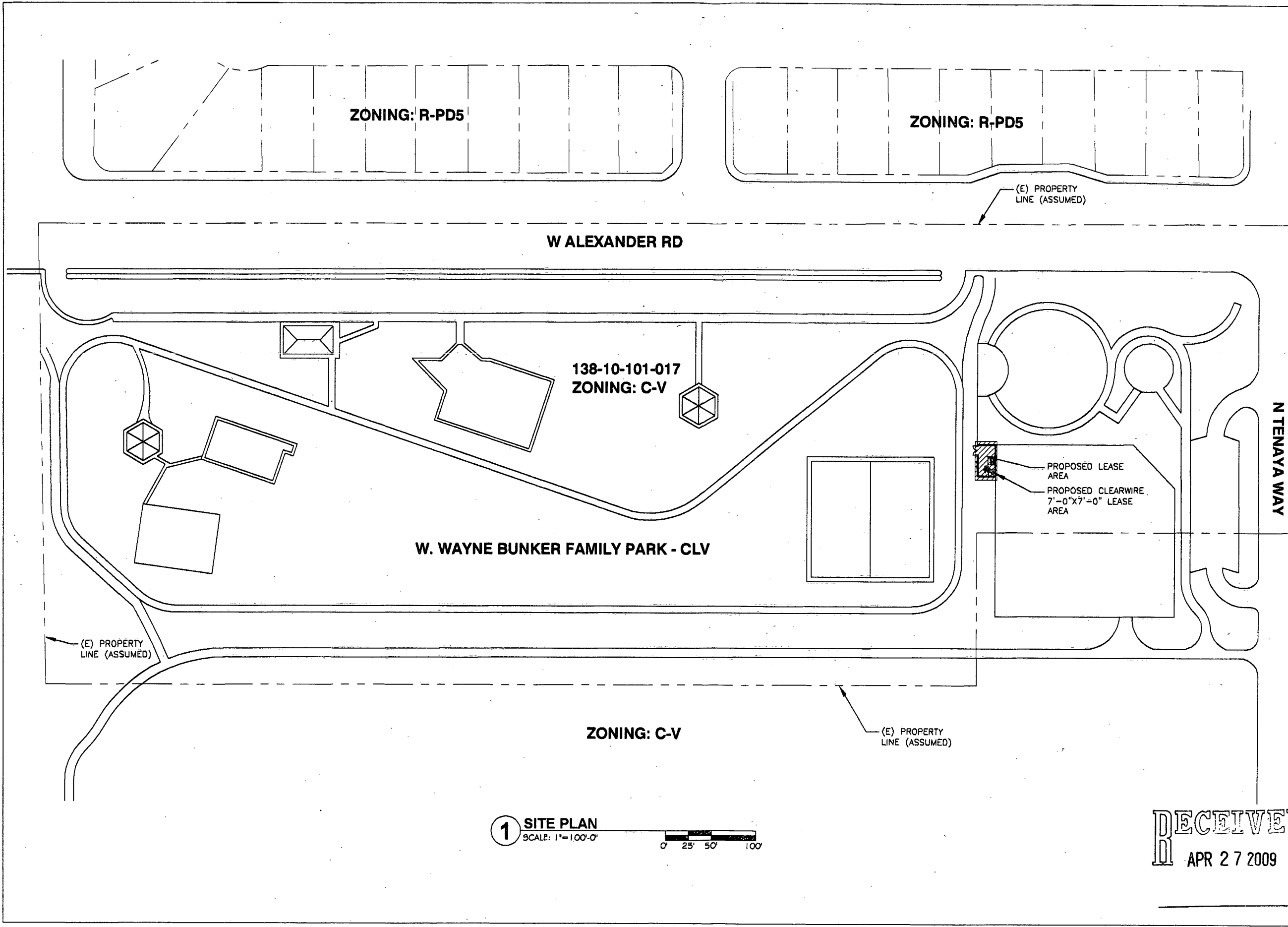
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TITLE SHEET

DRAWING SHEET:

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clearw're
U.S. LLC

1061 MARY CREST RD. SUITE K
HENDERSON, NV 89074

NV-LSV184E

7381 W ALEXANDER RD
LAS VEGAS, NV 89128
JURISDICTION: LAS VEGAS

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

SCHEDULE OF REVISIONS

REV. NO.	DATE	DESCRIPTION OF CHANGES
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	-	-
1	-	-
0	01/20/09	LEASE EXHIBIT

DRAWN BY:	MD	CHECKED BY:	JC
SCALE:	888 SHEET		

ENGINEERING SEAL

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DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

Z-1

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APR 27 2009