



January 31, 2012

James B. McCall
3219 South Torrey Pines Drive
Las Vegas, Nevada 89146

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

RE: Embellishment on an existing Off-Premise Sign at 2051 North Rainbow Boulevard (APN 138-22-603-001); SDR-44486

Mr. McCall;

It has been determined that the installation of a 20-foot by 5-foot embellishment on an existing 14-foot by 48-foot Off-Premise Sign located at 2051 North Rainbow Boulevard meets the standard for approval as defined in Title 19.12.120 of the Unified Development Code of the city of Las Vegas, subject to the following.

1. Conformance to the submitted site plan and elevations signed and dated January 30, 2012.
2. This Minor Site Development Plan Review is final; no additional applications will be required.

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

Sincerely,

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

Debbie Sullivan, Planner I
Case and Public Planning

copy: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, NV 89119

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review
 Project Address (Location) 2051 N. Rainbow Blvd.
 Project Name _____ Proposed Use embellishment
 Assessor's Parcel #(s) 138-22-603-001 Ward # 5
 General Plan: existing _____ proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information Embellishment for an existing billboard

PROPERTY OWNER James McCall, Easement Owner James B. McCall
 Address 3219 S. Torrey Pines Drive Phone: _____ Fax: _____
 City Las Vegas State NV Zip 89146
 E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC Contact Scott Naftzger
 Address 1863 Helm Drive Phone: (702) 873-4600 Fax: (702) 873-4344
 City Las Vegas State NV Zip 89119
 E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* _____

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

Print Name Cristopher Prickett

Subscribed and sworn before me

This 23rd day of January, 20 12.

Michelle McFadden

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	<u>5DR-44486</u>
Meeting Date:	<u>2/15/12</u>
Total Fee:	<u>\$500.⁰⁰</u>
Date Received:*	<u>1/30/12</u>
Received By:	<u>[Signature]</u>

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

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





LAMAR ADVERTISING COMPANY

January 26, 2012

City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89107

Dear Sir or Madam:

Please accept this letter of justification for the proposed embellishment on an existing billboard. The proposed embellishment meets all design standards required by the current zoning code. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Naftzger", is written over the printed name and title.

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

1863 Helm Drive • Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344



20070122-0004360

APN# 138-22-500-001 (K)

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

Grant, Bargain,
Sale Deed

Type of Document
(Example: Declaration of Homestead; Quit Claim Deed, etc.)

Fee: \$18.00 RPTT: \$301,751.70
N/C Fee: \$25.00

01/22/2007 14:41:54
T20070011700

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway DBX
Clark County Recorder Pgs: 7

4

7
-2

Recording requested by:

FIRST AMERICAN TITLE COMPANY

Return to:

Name FIRST AMERICAN TITLE COMPANY

Address 180 CASSIA WAY #502

City/State/Zip HENDERSON, NEVADA 89014

MAIL TAX STATEMENTS TO ADDRESS ON DOCUMENT

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

A.P.N.:

R.P.T.T.: \$

Recorded at the Request of and
When recorded mail to:

3333 New Hyde Park Drive
New Hyde Park, NY 11042

Escrow #

Mail tax bill to:

3333 New Hyde Park Drive
New Hyde Park, NY 11042

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **KIMCO REALTY CORPORATION**, a Maryland corporation, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to **PK 1 RAINBOW PROMENADE LLC**, a Nevada limited liability company, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".**

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 13th day of
NOVEMBER, 2006.

KIMCO REALTY CORPORATION,
a Maryland corporation

By: [Signature]
Name: GLENN G. COHEN
Its: Vice President Treasurer

STATE OF New York SS.
COUNTY OF New York

On this 30 day of October, in the year 2006, before
me, the undersigned, a Notary Public in and for said County and State, personally
appeared Glenn G. Cohen, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

Signature [Signature]

Name (Typed or Printed)

Notary Public in and for said County and State

COPY
CARL J. SCARINGE
Notary Public, State of New York
No. 4860083
Qualified in Westchester County
Commission Expires May 19, 2012

IN WITNESS WHEREOF, this instrument has been executed this 1st day of NOVEMBER, 2006.

KIMCO REALTY CORPORATION,
a Maryland corporation

By: [Signature]
Name: GLENN G. COHEN
Its: Vice President Treasurer

STATE OF New York SS.
COUNTY OF New York

On this 3rd day of October, in the year 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Glenn G. Cohen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature]
Name (Typed or Printed)
Notary Public in and for said County and State

COPY
CARL J. SCARINGE
Notary Public, State of New York
No. 4860083
Qualified in Westchester County
Commission Expires May 19, 2012

Exhibit A

Real Property in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22 AND THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, ALL IN TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) SOUTH $00^{\circ}10'47''$ WEST, 117.25 FEET; THENCE DEPARTING SAID EAST LINE, NORTH $89^{\circ}49'13''$ WEST, 40.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RAINBOW BOULEVARD AND POINT OF BEGINNING:

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING SOUTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF RAINBOW BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

(1) SOUTH $00^{\circ}10'47''$ WEST, 1224.68 FEET;
(2) SOUTH $00^{\circ}10'59''$ WEST, 104.73 FEET;
(3) SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 490.0 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}50'31''$ FOR AN ARC LENGTH DISTANCE OF 221.00 FEET;

(4) SOUTHERLY ALONG A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIAL BEARING AT THIS POINT OF SOUTH $64^{\circ}20'28''$ WEST, A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}50'31''$, FOR AN ARC LENGTH DISTANCE OF 184.92 FEET.

(5) SOUTH $00^{\circ}10'59''$ WEST, 124.52 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, FOR AN ARC LENGTH DISTANCE OF 78.54 FEET; THENCE NORTH $89^{\circ}26'34''$ WEST, 329.64 FEET; THENCE NORTH $15^{\circ}54'38''$ WEST, 502.76 FEET; THENCE NORTH $08^{\circ}19'38''$ WEST, 454.68 FEET;

THENCE NORTH $00^{\circ}59'20''$ WEST, 975.12 FEET; THENCE NORTH $84^{\circ}05'25''$ EAST, 280.60 FEET; THENCE NORTH $87^{\circ}33'26''$ EAST, 110.15 FEET; THENCE NORTH $85^{\circ}41'29''$ EAST, 69.10 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 54.00 FEET, THROUGH A CENTRAL ANGLE OF $94^{\circ}27'39''$ FOR AN ARC LENGTH DISTANCE OF 89.03 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PROPERTY CONVEYED TO CITY OF LAS VEGAS BY A GRANT DEED RECORDED JUNE 18, 2003 IN BOOK 20020618 AS INSTRUMENT 02003, OF OFFICIAL RECORDS.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 138-22-303-001
b) _____
c) _____
d) _____

4

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property:

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

\$ 0 59,166,677-
\$ 0
\$ 0 59,166,677-
\$ 0 301,751.70

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature _____ Capacity agent
Signature _____ Capacity agent

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Kirco Realty Corp.
Address: 3333 New Hyde Park Rd
City: New Hyde Park, NY
State: NY Zip: 11042

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: PK 1 Rainbow Promenade LLC
Address: 3333 New Hyde Park Road
City: New Hyde Park
State: NY Zip: 11042

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Fatero Escrow # 2483602108
Address: 180 Cassin H502
City: New York State: NY Zip: 84014

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4360

STATE OF NEVADA
DECLARATION OF VALUE

CLARIFICATION COPY

2

1. Assessor Parcel Number (s)

a) 138-22-503-001
b) _____
c) _____
d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#:	
Book:	Page:
Date of Recording:	
Notes:	

2. Type of Property:

a) ☐ Vacant Land	b) ☐ Single Fam Res.
c) ☐ Condo/Townhse	d) ☐ 2-4 Plex
e) ☐ Apt. Bldg.	f) ☐ Comm'l/Indl
g) ☐ Agricultural	h) ☐ Mobile Home
i) ☐ Other	

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 0 \$ 57,166,622-
Transfer Tax Value: \$ 0 \$ 57,166,622-
Real Property Transfer Tax Due: \$ 0 \$ 301,750.05

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090? Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature _____ Capacity Agent
Signature _____ Capacity Agent

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Kimeo Realty Corp.
Address: 3333 New Hyde Park Rd
City: New Hyde Park, NY
State: NY Zip: 11042

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: PK 1 Rainbow Promenade LLC
Address: 3333 New Hyde Park Road
City: New Hyde Park
State: NY Zip: 11042

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Fenton Escrow # 2483602108
Address: 140 Cassin Hwy
City: New York State: NY Zip: 84014

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4360

SIGN AND MAINTENANCE EASEMENT

THIS INDENTURE OF EASEMENT is made and entered into by and between, RAINBOW PROMENADE PARTNERS, L.L.C., an Arizona Limited Liability Company, (hereinafter referred to as "GRANTOR"), and JAMES BASSEY MCCALL and the GERALDINE E. SILVA FAMILY LIMITED PARTNERSHIP, as Tenants in Common, each as to an undivided one-half (1/2) interest, (hereinafter collectively referred to as "GRANTEE").

RECITALS:

A. Contemporaneously herewith, Grantor is acquiring from Grantee that certain real property located in Clark County, Nevada more particularly described on Exhibit "A" (the "Property"). Grantor intends to construct and operate a retail shopping center on the Property (the "Shopping Center").

B. Grantee has requested, and Grantor has agreed, to GRANT and CONVEY, to the GRANTEE, its successors and assigns, easements in perpetuity for and limited to the construction, operation, maintenance, repair, reconstruction and removal of two (2) outdoor advertising sign structures (individually a "Sign Structure" and collectively the "Sign Structures") over, above, across and under those certain portions of the Property described on Exhibits "B" (the "Parcel B Property") and "C" (the "Parcel C Property") and depicted on Exhibits "D" and "E" attached hereto. The Parcel B

Property and the Parcel C Property may be collectively referred to as the "Easement Property").

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR, (\$1.00), lawful money of the United States, to it in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE, their successors and assigns, agree as follows:

AGREEMENTS

1. Incorporation of Recitals. The foregoing "Recitals" are incorporated herein by this reference.
2. Grant of Easement. GRANTOR hereby grants to GRANTEE, and its successors and assigns, perpetual easements (the "Easements"), over and across the Parcel B Property and the Parcel C Property solely for the purpose of the construction, operation, maintenance, repair, reconstruction and removal of a Sign Structure on the Parcel B Property and a Sign Structure on the Parcel C Property. The location of the Easements shall not be relocated from the Parcel B Property and/or the Parcel C Property, as applicable, without GRANTOR'S prior written consent, which may be given in GRANTOR'S sole discretion. The Easements shall include, without limitation, the following: (i) sufficient air space so as to accommodate the Sign Structure and the advertising objectives set forth herein, and (ii) the right of ingress and egress over the Property of GRANTOR so as to construct, operate, maintain repair,

reconstruct and remove the Sign Structures. The Sign Structures shall each be 14 feet by 48 feet, single plane doubleface billboards, with unipole construction. The lowest point of the billboard portion of each Sign Structure shall be at least 32 feet from the ground.

3. Quiet Enjoyment. No buildings, structures, fences or trees shall be placed upon, over or under the Easement Property, now or hereafter, except that the Easement Property may be improved and used for street, road, driveway or utilities, and landscaping insofar as such use does not interfere with the use by GRANTEE of the Sign Structure for the purposes contemplated hereby.

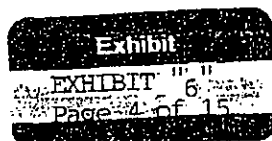
4. Grantor's Use of the Easement Property. It is agreed and understood that the Easements are not to be construed as easements given to the exclusion of GRANTOR, its successors and assigns, or to others later granted a similar right. Except as herein specified, GRANTOR shall continue to have the full use and enjoyment of the Easement Property.

5. Repair and Maintenance. GRANTOR shall not have any responsibility whatsoever for the construction, operation, maintenance, repair, and removal of the Sign Structures, it being expressly understood that GRANTEE shall cause, at its sole expense, the Sign Structures to be properly constructed, operated, maintained, repaired and removed in accordance with industry standards. Any maintenance, repair, and removal of the Sign

Structures shall not, without GRANTOR'S prior written consent, interfere with traffic flow, ingress, egress and/or service vehicle access to the Property, nor damage any landscaping, improvements or structures located on the Property and/or the Easement Property.

6. Electric Service. GRANTOR agrees to stub adequate underground electric service to each of the Parcel B Property and Parcel C Property affected by the Easements. All utilities for Easement Property shall be separately metered and paid for by GRANTEE.

7. Advertising Content. The content of all advertising to be placed on the Sign Structures shall conform to advertising industry standards and to the standards of community decency. GRANTEE agrees not to permit any advertising on either of the Sign Structures of (1) a direct competitor of any tenant now or hereafter located in the Shopping Center (Rainbow Promenade) which occupies more than 10,000 square feet of space, which presently are contemplated to include: Petco, Cost Plus, Barnes and Noble, Office Max, Linens 'N Things and United Artists, and (2) shopping centers or malls located within 1-1/2 miles from the Property. If either or both Sign Structures are not used for advertising purposes for more than seven (7) business days, GRANTEE shall promptly place an aesthetically pleasing portrayal of scenery, landscaping, art work or like subject, or a notice that the space is available, on such Sign Structure it being understood that in no event shall the Sign



Structure be left bare exposing the underlying framework of the Sign Structure.

8. Insurance. GRANTEE shall carry, or cause its lessee to carry, general liability insurance for the benefit of GRANTOR (with GRANTOR as a named insured) covering the Easement Property and the construction, operation, maintenance, repair and removal of the Sign Structure. Such insurance shall be in amounts reasonably required by GRANTOR but not less than \$2,000,000, and carried under policies and with companies reasonably satisfactory to GRANTOR. Such policies must provide that they shall not be canceled without at least 30 days' prior written notice to GRANTOR, and a duplicate original of each such policy, in full force and effect, shall be maintained with GRANTOR at all times while this Agreement is in effect. If GRANTEE fails to obtain such insurance, GRANTOR may obtain, at GRANTEE'S cost, such insurance. Any amounts so expended by GRANTOR shall be due and payable by GRANTEE within 10 days of demand therefor.

9. Standard Approach View. GRANTOR shall not erect improvements, signs, and/or vegetation which would obstruct the standard approach view from the U.S. 95 Expressway (as it exists on the date hereof) in both North and South directions.

10. Indemnity. GRANTEE agrees to indemnify, defend and hold GRANTOR harmless for, from and against all claims, liabilities, costs and expenses (including reasonable attorneys'

fees) arising from the use of the Easements by GRANTEE, its employees, agents or invitees, including, without limitation, the cost of any damage or destruction to the Property and/or Easement Property.

11. Compliance with Applicable Laws. GRANTEE shall comply with all applicable governmental laws, ordinances, zoning restrictions and regulations in connection with the Sign Structures, including, without limitation, obtaining all necessary permits or approvals required therefor.

12. Payment of Taxes. GRANTEE shall pay, or cause to be paid, all taxes or any kind or nature relating to the use of the Sign Structures or the Easement, including, without limitation, personal property taxes, rental taxes, or ad valorem taxes.

13. Miscellaneous. This Agreement shall be interpreted according to its fair meaning and neither for nor against either party hereto regardless of which party caused the same to be drafted. Where appropriate, references to the singular or the plural shall be deemed to include either the singular or the plural. Time is of the essence of this Agreement. Any extension of time granted for the performance of any obligation under this Agreement shall not be considered an extension of time for the performance of any other obligation. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

Each exhibit attached to this Agreement is incorporated and made a part of this Agreement by this reference. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior negotiations, representations, agreements or memoranda with respect thereto. In the event that either party commences legal proceedings against the other party in connection with this Agreement, the prevailing party, as determined by the Court, shall be entitled to recover reasonable attorneys' fees, again as determined by the Court. Each party shall, promptly upon the request of the other party hereto, execute and have acknowledged and delivered to the other party any and all additional instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The captions of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions hereof.

IN WITNESS WHEREOF, the parties hereunto have set their

hands this 14 day of September, 1995

GRANTOR:

RAINBOW PROMENADE PARTNERS,
L.L.C., an Arizona Limited Liability
Company

By: KITCHELL DEVELOPMENT COMPANY
its manager and member

By: *Charles ByxBee*
CHARLES BYXBEE, Managing Member
1707 E. Highland, #100
Phoenix, Arizona 85016

GRANTEE:

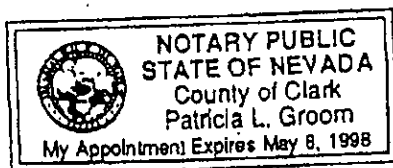
James Bassey McCall
JAMES BASSEY MCCALL
P.O. Box 1932
Las Vegas, Nevada 89125

GERALDINE E. SILVA FAMILY LIMITED
PARTNERSHIP

By: *Geraldine E. Silva*
GERALDINE E. SILVA,
general partner
2101 N.W. Cascade View Drive
Bend, Oregon 97701

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

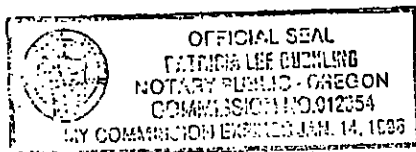
On this 22nd day of September 1995, personally appeared before me, a
Notary Public, JAMES BASSEY MCCALL, individually and who acknowledged to me that he
executed the foregoing Sign Easement.



Patricia L. Groom
NOTARY PUBLIC

STATE OF OREGON)
) ss:
COUNTY OF Deschutes)

On this 23rd day of October 1995, personally appeared before me, a
Notary Public, GERALDINE E. SILVA, as general partner of the GERALDINE E. SILVA
FAMILY LIMITED PARTNERSHIP and who acknowledged to me that she executed the
foregoing Sign Easement.



Patricia Lee Bushling
NOTARY PUBLIC

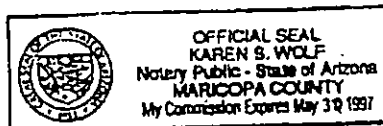
Exhibit

EXHIBIT #6
Page 9 of 15

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 14th day of September, 1995, personally appeared before me, a
Notary Public, CHARLES BYXBEE, Managing Member of RAINBOW PROMENADE
PARTNERS, L.L.C., and who acknowledged to me that he executed the foregoing Sign
Easement.

Karen S. Wolf
NOTARY PUBLIC



48'

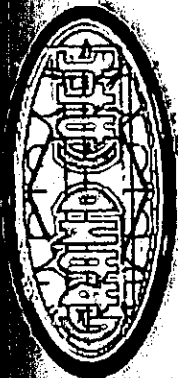
24'

5'

TEXAS STATION

All-Nighters From \$1.99

Midnight thru 6am



SantaMax 657-1111

14'

RECEIVED
JAN 3 0 2012

Billboard: 14'X48' (672 sq. Ft.)
Embellishment: 5'X24" (120 sq. Ft.)