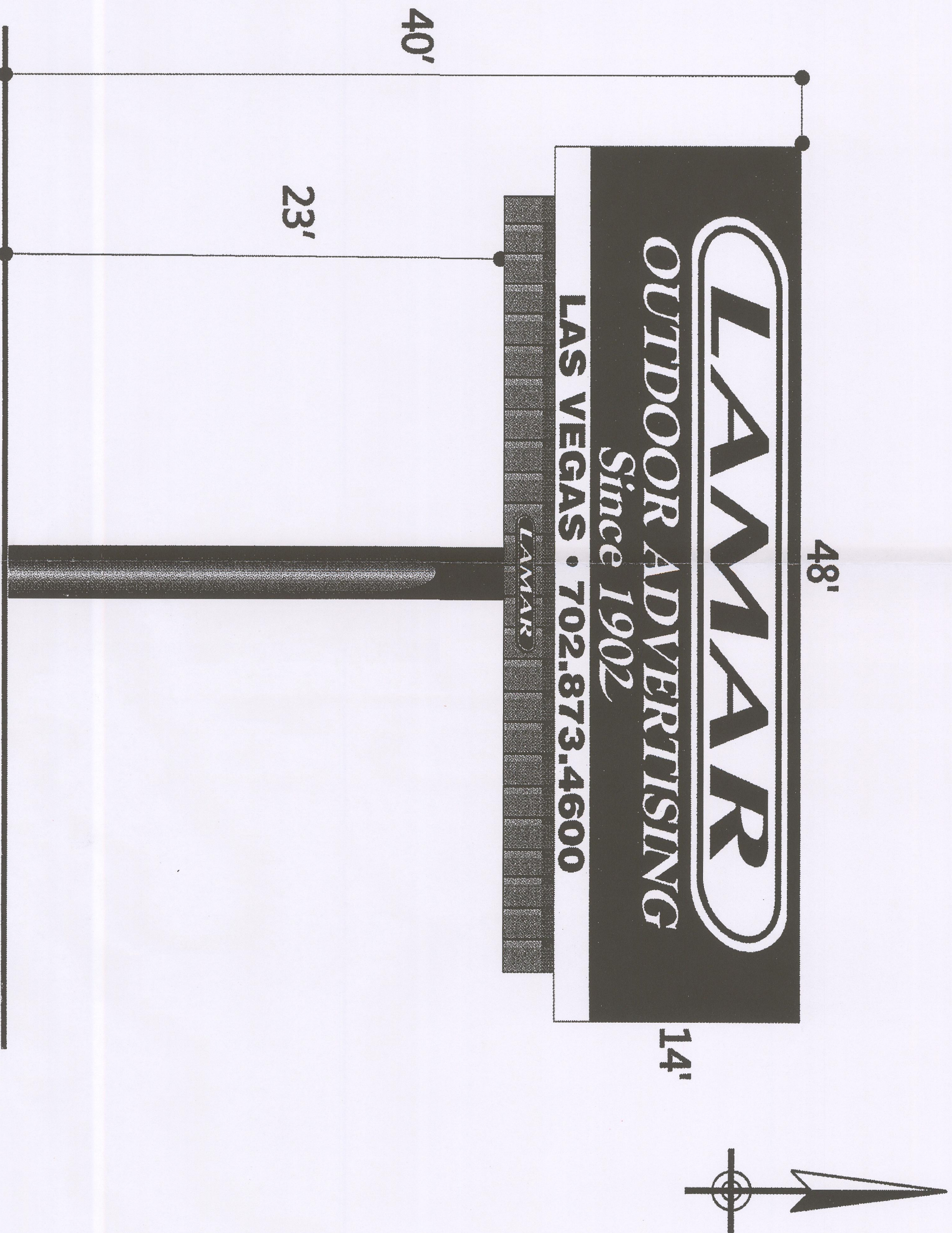
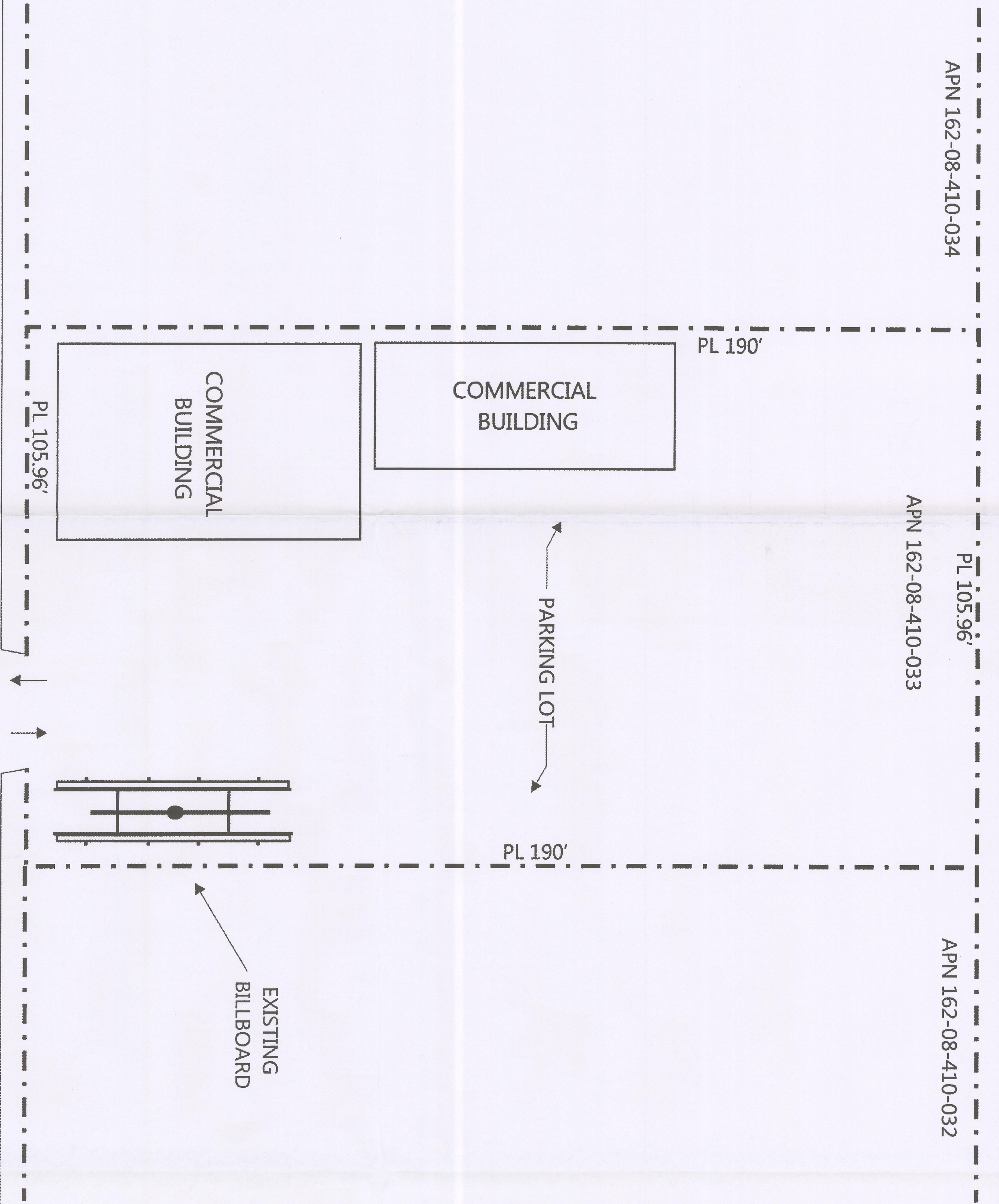
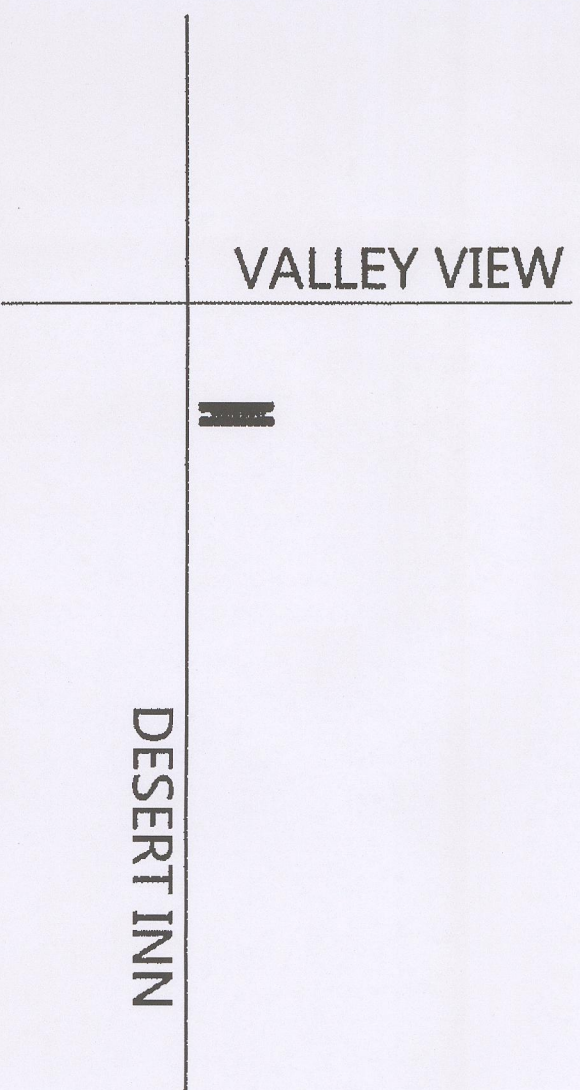




ELEVATION (NO SCALE)

VICINITY MAP (NO SCALE)



DESERT INN ARTERIAL

LAMAR OUTDOOR ADVERTISING			
SCALE:	DATE:	DRAWN BY:	
1" = 30'	11/21/08	S. NAFTZGER	
TLC EASEMENT (TOMAN PROPERTY)			
APN 162-08-410-033			DRAWING NUMBER:

RQR-68067

RECEIVED

JAN 0 5 2007



February 16, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

Mr. Scott Naftzger
TLC Properties, Inc.
1863 Helm Drive
Las Vegas, Nevada 89119

**RE: RQR-68067 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Naftzger:

The City Council at a regular meeting held on February 15, 2017 **APPROVED** a Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian).

This approval is subject to the following conditions:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0300-94).
2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.
3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.
4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.
5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711

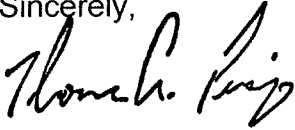


Mr. Scott Naftzger
TLC Properties, Inc.
RQR-68067 - Page Two
February 16, 2017

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Perrigo". The signature is fluid and cursive, with the first name "Thomas" being more prominent.

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb



February 2, 2017

Mr. Christopher Prickett
TLC Properties, Inc.
1863 Helm Drive
Las Vegas, Nevada 89119

**RE: RQR-68067 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Pickett:

Please be advised the City Council at its regular meeting on **February 15, 2017** as referred to above, will consider your request. This meeting will be held at 9:00 A.M. at the Council Chambers of City Hall, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will available on-line on **Thursday, February 9, 2017** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Perrigo".

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Scott Naftzger
TLC Properties, Inc.
1863 Helm Drive
Las Vegas, Nevada 89119

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

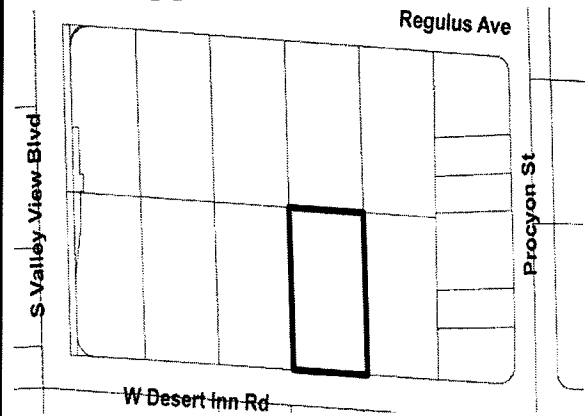
CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Application Information

RQR-68067 - REQUIRED REVIEW - PUBLIC HEARING -
APPLICANT/OWNER: JOHN P. TOMAN - For possible action on a Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

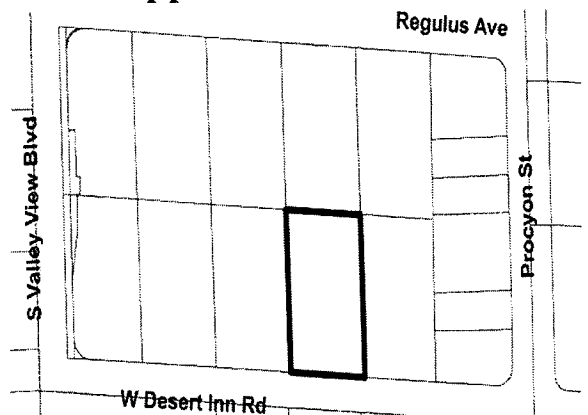
Meeting: City Council
Date: **February 15, 2017**
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

Application Information

RQR-68067 - REQUIRED REVIEW - PUBLIC HEARING -
APPLICANT/OWNER: JOHN P. TOMAN - For possible action on a Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

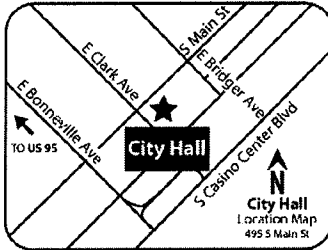
Meeting: City Council
Date: **February 15, 2017**
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request ☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

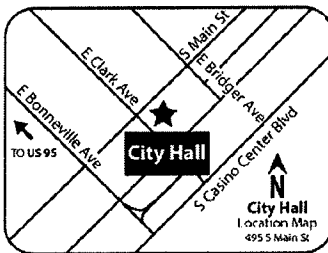
RQR-68067

City Council Meeting of 02/15/2017

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
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☐ I SUPPORT
this Request ☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

RQR-68067

City Council Meeting of 02/15/2017

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



**Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax**

ROR-68067 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: JOHN P. TOMAN -
For possible action on a Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian).

CITY COUNCIL: FEBRUARY 15, 2017

CASE PLANNER: STEVE GEBEKE ☒ CONSENT

Comments Due: JANUARY 15, 2017

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to: Carman Burney (cburney@lasvegasnevada.gov) and Steve Gebeke (sgebeke@lasvegasnevada.gov). If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-68067** APN: 162-08-410-033

Name of Property Owner: TLC Properties, Inc. (easement owner)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

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: _____

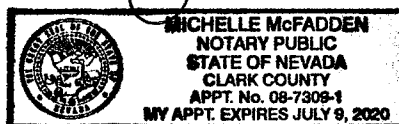
Signature of Property Owner: _____

Print Name: Christopher Prickett (authorized agent)

Subscribed and sworn before me

This 5th day of January, 2017

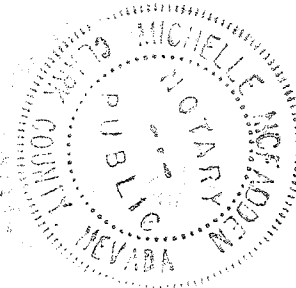
Michelle McFadden
Notary Public in and for said County and State



Revised 03/28/16

RECEIVED

JAN 05 2017





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 3720 W. Desert Inn Rd

Project Name TLC Properties Inc. easement Review

Proposed Use _____

Assessor's Parcel #(s) 162-08-410-033

Ward # 5

General Plan: existing _____ proposed _____

Zoning: existing M

proposed _____

Commercial Square Footage _____

Floor Area Ratio _____

Gross Acres _____

Lots/Units _____

Density _____

Additional Information Required review for an existing billboard

PROPERTY OWNER TLC Properties, Inc.

Contact Christopher Prickett

Address 1863 Helm Dr.

Phone: (702) 873-4600

Fax: (702) 873-4344

City Las Vegas

State NV

Zip 89106

E-mail Address cprickett@lamar.com

APPLICANT ~~Lamar Central Outdoor, LLC~~ TLC Properties, Inc.

Contact Scott Naftzger

Address 1863 Helm Dr.

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 _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

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

Print Name Christopher Prickett (authorized agent)

Subscribed and sworn before me

This 5th day of January, 20 17

FOR DEPARTMENT USE ONLY

Case # RQR-68067

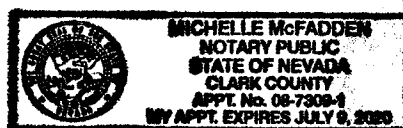
Meeting Date: 2-15-07 CC

Total Fee: \$800.00

Date Received: 1-5-17

Received By: [Signature]

Notary Public in and for said County and State



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



LAS VEGAS 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

February 15, 2012

Mr. Christopher Prickett
TLC Properties
1863 Helm Drive
Las Vegas, Nevada 89119

**RE: RQR-44054 - REQUIRED REVIEW
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012**

Dear Mr. Prickett:

Your Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on February 14, 2012.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0300-94).
2. This Special Use Permit shall be reviewed in five (5) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.
3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.
4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.
5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

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

RQR-68067

FM-0073-07-11

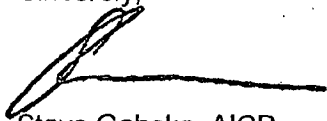


Mr. Christopher Prickett
TLC Properties
RQR-44054 - Page Two
February 15, 2012

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This action by the Planning Commission on **February 14, 2012** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access <http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm>, or contact the Department of Planning and Development at 702.229.6301 after **February 27, 2012**. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

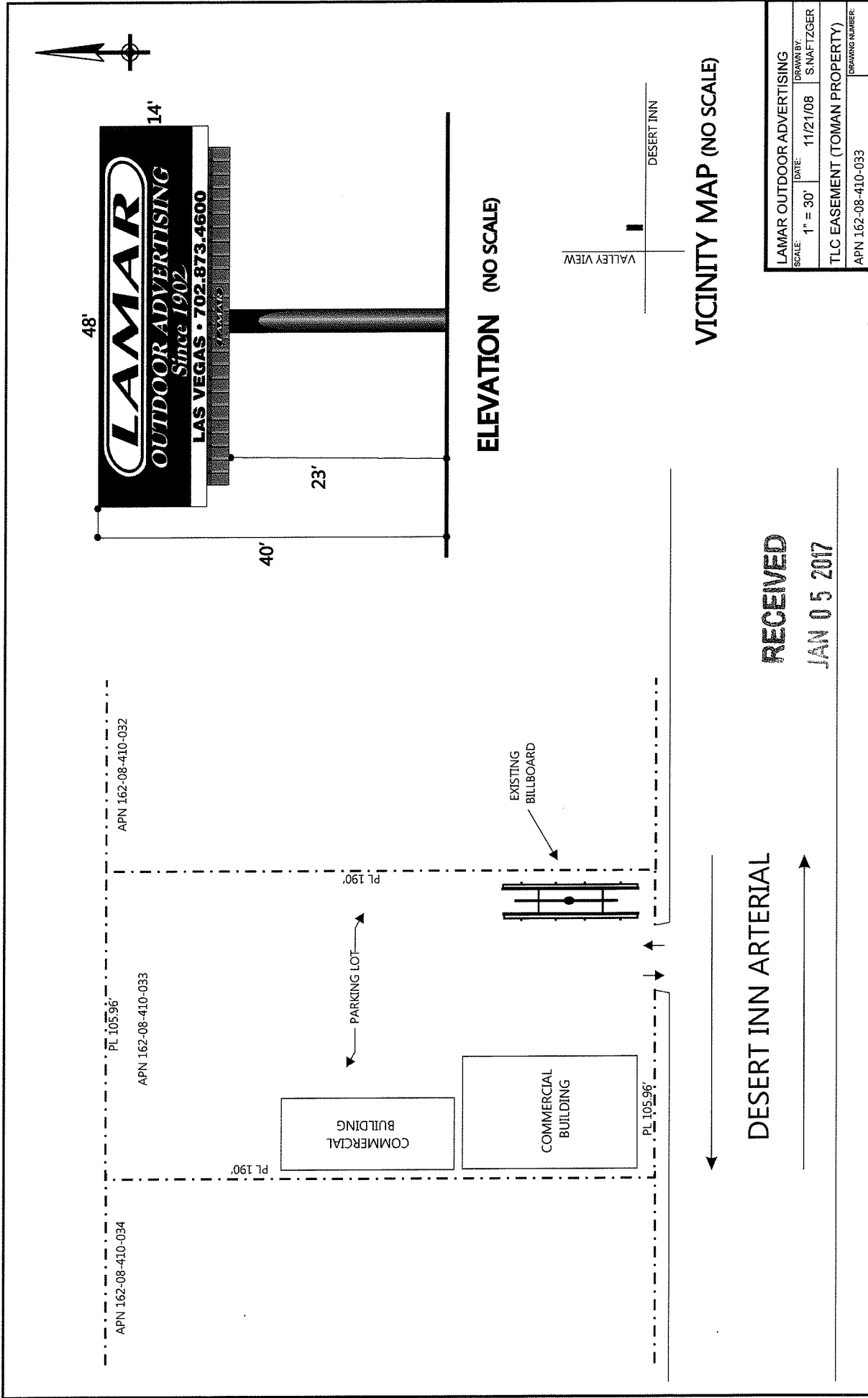


Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:dlb

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

RQR-68067



RQR-68067

GRANT, BARGAIN SALE DEED

This instrument is a GRANT, BARGAIN SALE DEED made by MICHAEL WEINER, Trustee U/A 8/12/74 and SOPHIE WEINER, Trustee U/A 8/12/74

to the order of 10.00 the receipt of which is hereby acknowledged, in favor of Grant, Bargain Sale and Convey to THE JOHN P. TOMAN and SHARYN TOMAN REVOCABLE FAMILY TRUST dated January 25, 1982

all that and property situate in the County of CLARK State of Nevada, bounded and described as follows:

Lot Four (4) in block Ten (10) of STARLIGHT PARK SUBDIVISION, As shown by map thereof on file in Book 3 of Plats, page 88, in the Office of the County Recorder of Clark County, Nevada.

SUBJECT TO:

1. Taxes
2. Rights of way, reservations, restrictions, easements and conditions of record.

RECEIVED

JAN 05 2017

Together with all and singular the tenements, improvements, and appurtenances thereto belonging or in anywise appertaining.

Witness my hand and seal this 13th day of January 1982 at Las Vegas, Nevada
Michael Weiner Trustee U/A 8/12/74
Sophie Weiner Trustee U/A 8/12/74

Book 3 Nevada
Page 88 Clark
On or about 12th day of January 1982
personally appeared before me, a Notary Public in and for said
County and State, Michael Weiner
Sophie Weiner

RECORD NO. 34398-W

WITNESSES RECORDED MAR TO John P. Toman, 4208 El Jardin Place,
Las Vegas, Nevada

CLARK COUNTY, NEVADA
NATIONAL TITLE CO.
Dec 1 8 00 AM '85

FILE 5 DEPUTY
SPECIAL AGENT
DATE 12/28/82

001208

00024

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Gregg R. Vermeys
KUMMER KAEMPFFER BONNER & RENSHAW
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109

CLARK COUNTY, NEVADA
RECORDED AT REQUEST OF: FIRST AMERICAN TITLE COMPANY
01-27-2003 14:24 D61 PAGE COUNT: 13
BOOK/INSTR: 20030127-02134 FEE: 26.00
EASEMENT/AM RPTT: .00
RECEIPT/CONF COPY-HAS NOT BEEN COMPARED TO THE ORIG

APN: 162-08-410-033

(Space Above for Recorder's Use Only)

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this "Agreement") is made as of this 24th day of October 2002 by and between TLC Properties, Inc., a Louisiana corporation ("Grantee"), and the John P. and Sharyn Toman Revocable Family Trust ("Grantor") by and through its trustees, John P. Toman and Sharyn Toman.

RECITALS

A. Grantor owns that certain parcel (the "Property") of real property located in Clark County, Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by reference and currently assigned Assessor's Parcel Number 162-08-410-033 by the Clark County Assessor's Office.

B. Grantor and Grantee entered into that certain Easement Agreement (the "Easement Agreement") dated as of August 17, 2000 and recorded on the same date in Book 20000817 as Instrument No. 01397 in the Official Records of Clark County, Nevada, whereby Grantor agreed to convey to Grantee, and Grantee agreed to purchase from Grantor, a permanent easement in a portion of the Property for the purposes, and pursuant to the terms and conditions, set forth therein.

C. Grantor and Grantee desire to change the location of the Easement (defined below) and agree to amend and restate the Easement Agreement for said purpose as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for the purposes and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

RECEIVED

JAN 05 2017

1. SIGN EASEMENT

(a) *Grant.* Grantor hereby grants to Grantee an easement (the "Easement") in gross to Grantee pursuant to which Grantee shall be permitted to place advertising signs on the Property as more particularly set forth in this Section 1.

(b) *Location.* The Easement permits Grantee to place, keep and maintain one (1) sign located on the Property in the area depicted in Exhibit B attached hereto and incorporated herein by reference.

(c) *Use of Easement.* The Easement is for the purpose of erecting, maintaining, servicing and replacing an outdoor advertising sign structure (the "Sign"), to be owned by Grantee, upon the Property, including, without limitation, a right of ingress to and egress from the Sign across the Property; a right of overhang across the Property for electrical service; a right to install, maintain and replace telecommunication devices upon the Sign (Grantee agrees not to install any telecommunications devices upon the surface of the Property within the Easement without the prior written consent of Grantor); and a right of unobstructed view prohibiting any vegetation, improvements or other obstructions, whether natural or man-made, which are controlled by Grantor and subject to Section 6 of this Agreement, which prevent the clear and unobstructed viewing of any portion of the Sign's face from either an east or west direction as the property is currently aligned with the Desert Inn Arterial. Grantee shall determine, within its sole discretion, the general character, type, design and size of the Sign, and the nature of any content to be displayed thereon.

2. DURATION

The Easement shall be perpetual.

3. CONSIDERATION

Intentionally Deleted.

4. ESCROW

Intentionally Deleted.

5. MAINTENANCE OF SIGN

Grantee shall have the right of ingress to and egress from the Sign across the Property for the purposes of servicing the Sign, maintaining advertisement and telecommunication devices upon the Sign, and conducting any other activities necessary or appropriate for Grantee's use of the Sign. Grantee shall give Grantor no less than twenty-four (24) hours notice prior to exercising its rights under this Section 5; provided, however, no such notice shall be required in the event of an emergency.

6. REMOVAL OF OBSTRUCTIONS

Should any obstruction located upon the Property or any other property to the East or West of the Property owned by or under the control of Grantor, whether natural or man-made, prevent clear and unobstructed viewing of the Sign from either an east or west direction as the Property is, at the time of signing this Agreement, currently aligned with the Desert Inn Arterial; prevent Grantee from servicing, maintaining or replacing the Sign, and the advertising content thereon; or prevent Grantee from exercising any other right granted to Grantee herein, Grantee shall notify Grantor in writing of such obstruction and request its removal. Grantor shall: (a) remove the obstruction within twenty (20) days of delivery of such notice by Grantee, (b) provide Grantee with written authorization for Grantee to remove the obstruction at Grantor's expense within ten (10) days of delivery of such notice by Grantee, or (c) request a meeting with Grantee to be held within ten (10) days of delivery of such notice by Grantee to resolve Grantee's request regarding removal of the obstruction. If the parties cannot come to a mutually agreeable resolution regarding the obstruction, then Grantee shall have the right to remove any such obstruction; provided, however, that Grantee shall have posted a bond in a sum reasonably sufficient to compensate Grantor in the event it is determined by arbitration pursuant to Section 15 that Grantee wrongfully removed such obstruction. If Grantee rightfully removed such obstruction, then Grantor shall reimburse Grantee for the cost of removal, the cost of the bond, and any other costs or expenses incurred by Grantee in connection with such removal.

7. EXCLUSIVE USE

The Easement shall be for the exclusive use of Grantee, and Grantor covenants that neither he nor his successors will grant or convey any other easement on, or interest in, the Property containing rights similar to those granted in the Easement or in any way affecting the Easement. Grantor and Grantee acknowledge that this provision applies to the Property, but not to other legal parcels of property adjoining the Property.

8. DEVELOPMENT OF PROPERTY; CHANGE IN USE

It is contemplated that uses of the Property may be changed from time to time. No such change in use shall abridge, terminate, suspend or affect the Easement or any rights incidental and appurtenant thereto.

9. INCIDENTAL EASEMENT RIGHTS

The Easement created herein includes all incidental and appurtenant surface and subsurface rights of maintenance, inspection, repair, and replacement necessary and appropriate to the uses of said Easement and rights of ingress and egress over the Property in connection therewith.

10. EMINENT DOMAIN

In the event a portion of the Property is taken under the power of Eminent Domain or conveyed under threat of condemnation proceedings and the loss of the land does not affect the

Easement or the use of the Easement, there shall be no effect on the rights and obligations of the Grantee or Grantor under this Agreement.

In the event all or any portion of the Property is condemned by a governmental agency or authority, and such action affects that portion of the Property upon which the Easement is located or Grantee's use of the Easement, Grantor grants to Grantee the right to relocate the Sign upon any portion of the Property remaining after such condemnation action; provided, however, that in the event that circumstances make such relocation unduly burdensome or impractical, then Grantee and Grantor shall agree upon a mutually acceptable remedy. If the parties are unable to agree upon such a remedy within thirty (30) days from the date that Grantee's use of the Easement is affected, then the parties shall arbitrate this matter as provided in Section 15.

Grantor and Grantee agree to advise and consult with each other if any governmental entity expresses a desire to exercise its powers of Eminent Domain or threatens condemnation.

The termination of this Easement by condemnation or under threat of condemnation as above provided shall not operate to deprive Grantee of the right to make a claim against the condemning authority for any damages suffered by Grantee, but Grantee shall have no claim against Grantor's portion of the condemnation award. Any condemnation award for the Easement shall accrue to Grantee.

11. GRANTOR'S REPRESENTATIONS AND WARRANTIES

Grantor makes the following representations, covenants and warranties and acknowledges that Grantee will rely on such representation, covenants and warranties in acquiring the Easement:

(a) *No Other Agreements.* Grantor has not entered into any lease or other agreement with any person or entity (except Grantee) pursuant to which such person or entity has any current or future right or interest to occupy, possess or use all or any portion of the Easement, or which would affect Grantee's use and enjoyment of the Easement.

(b) *No Additional Liens.* Without the prior written consent of Grantee, Grantor will not convey any interest in, or subject the Property to, any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement, except for the exceptions to title to the Easement specifically approved by Grantee in writing within its sole discretion, that would materially affect the Easement or which would affect Grantee's use and enjoyment of the Easement.

(c) *Title.* Grantor owns the Property in fee simple, free of any liens, claims or encumbrances other than matters of record and certain leases which will not affect the Easement or any of the rights and interests conveyed to Grantee, and which will not affect Grantee's use and enjoyment thereof.

(d) *Authorization.* Grantor has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor pursuant hereto, and all required actions and approvals therefor have been fully taken and obtained.

(e) *Zoning.* The Property is currently zoned M-1 and to the best of Grantor's knowledge there are no proceedings threatened or pending with respect to a change in such zoning.

(f) *Eminent Domain.* There are no condemnation proceedings pending or threatened with respect to any portion of the Property and Grantor has received no notice, correspondence or other communication, and has never discussed or conducted negotiations, concerning condemnation or a sale in lieu of condemnation of any portion of the Property from or with any other party, including any federal, state or local governmental agency or authority.

12. GRANTEE'S REMEDIES UPON GRANTOR'S BREACH

If Grantor defaults under this Agreement, or if any of Grantor's representations and warranties contained in Section 11 above are not true and accurate upon the date hereof, Grantee may elect to pursue any remedy available at law or in equity, including, without limitation, the right to specific performance of this Agreement by Grantor. Grantee may exercise its rights individually or collectively, as Grantee may elect in its sole and absolute discretion.

13. INDEMNIFICATION

Grantee agrees to indemnify and hold Grantor harmless from any loss, damage, or claims arising from Grantee's use of the Easement or the exercise of any rights granted hereunder, except for loss, damage or claims arising from the willful misconduct or negligence of Grantor.

14. FURTHER ASSURANCES

Grantor agrees to perform such further acts and execute such further documents as Grantee shall reasonably require to effectuate the Easement and the rights and privileges granted herein; provided, however, Grantor shall not be required to incur any cost or expense as a result of performing its obligations set forth in this Section 14. Grantor represents and warrants that Grantor is the owner of the Property and has the authority and right to grant to Grantee the Easement and all other rights granted hereunder. Grantor further covenants that Grantor will forever warrant and defend title to the Easement and the quiet enjoyment thereof against the claims and demands of any other persons.

15. ARBITRATION

If arbitration is required by any provision in this Agreement the matter shall be submitted to binding arbitration. If the Grantee and Grantor cannot agree on a single arbitrator, the matter shall be submitted for the majority determination of three arbitrators appointed for the purpose, one being appointed by the Grantor, one by the Grantee, and a third by the two arbitrators appointed by the Grantor and Grantee, and the Grantor and Grantee agree to equally share the cost of the mutually selected arbitrator and pay the one each selects. Any arbitrator shall be a licensed member in good standing of the State Bar of Nevada. The arbitrator(s) selected to hear this matter have sole discretion as to approval of discovery, the type of written material to be presented and the conduct of the arbitration hearing. The Arbitrator(s) shall enter findings of fact

and conclusions of law to support his, her or their award. The decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof subject only to the trial court's review of the findings of fact and conclusions of law entered by the Arbitrator(s). The standard of review for the trial court shall be the same as if the Nevada Supreme Court were reviewing findings and conclusions of a trial court after a trial. Any decision by the trial court that results in a remand must be remanded back to binding arbitration. Without limiting the generality of the foregoing, the parties waive any right to a trial de novo.

16. NOTICES

All notices relating to this Agreement shall be in writing, addressed to the parties at their respective addresses set forth as provided below, and may be delivered in person, sent by facsimile (receipt of which is confirmed electronically), sent by a nationally recognized overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. The addresses of the parties for notices are as follows:

To Grantor: John P. Toman, trustee of the John P. and
Sharyn Toman Revocable Family Trust
9116 Heavenly Valley Avenue
Las Vegas, Nevada 89147-7836
Facsimile: 702.876.9005

To Grantee: Lamar Advertising Company
1863 Helm Drive
Las Vegas, Nevada 89119
Attn: Christopher Prickett
Facsimile: 702.614.0434

With a copy to: The Lamar Companies
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808
Attn: James R. McIlwain
Facsimile: 225.928.3400

Any party may from time to time change its address by written notice. Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

17. ENTIRE AGREEMENT

This Agreement and the exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a

subsequent modification in writing, signed by the party to be charged and executed in accordance with Paragraph 18 hereof.

18. AMENDMENTS

Except as hereinafter expressly provided, this Agreement may only be amended in writing by an amendment hereto executed and recorded by Grantor and Grantee. Following any transfer of all or any portion of the Property, the transferees in interest shall be parties to any such amendments.

19. ATTORNEYS' FEES

If any controversy, claim, or dispute relating to this Agreement or the breach thereof arises, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

20. BENEFIT

The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants running with the land for the benefit and burden, as the case may be, of Grantee and Grantor, each owner now or hereafter of all or any part of the Property, and each lender making loans secured by mortgages, deeds of trusts, or other security instruments on all or any portion of the Property.

21. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

22. SUCCESSORS

As used herein the term "Grantor" shall include Grantor and its successors and assigns in ownership of the Property.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]

RECEIVED

JAN 05 2017

RECEIVED

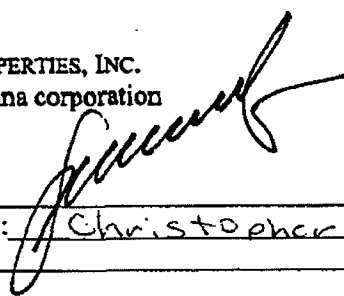
JAN 05 2017

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


JOHN P. TOMAN, TRUSTEE OF THE JOHN P. AND
SHARYN TOMAN REVOCABLE FAMILY TRUST


SHARYN TOMAN, TRUSTEE OF THE JOHN P. AND
SHARYN TOMAN REVOCABLE FAMILY TRUST

TLC PROPERTIES, INC.
A Louisiana corporation

By: 

Name: Christopher Prickett

Title: _____

[NOTARY PAGES FOLLOW]

RECEIVED

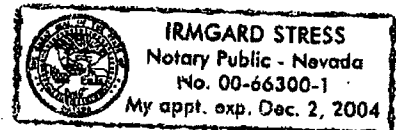
JAN 05 2017

STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me on 10-24-02 by

Sharyn Toman as Trustee of The John P. and Sharyn Toman Revocable Family Trust.

Irmgard Stress
NOTARY PUBLIC

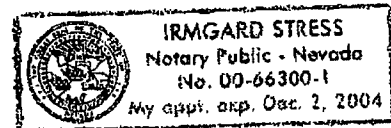


STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me on 10-24-02 by

John P. Toman as Trustee of The John P. and Sharyn Toman Revocable Family Trust.

Irmgard Stress
NOTARY PUBLIC

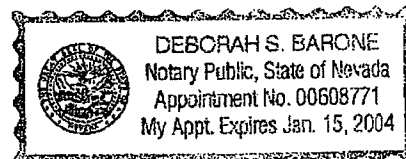


STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me on November 15, 2002 by

CHRISTOPHER PRICKETT as GENERAL MANAGER of TLC Properties, Inc.
VICE PRESIDENT

Deborah S. Barone
NOTARY PUBLIC





LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

December 8, 2016

Mr. John P. Toman
1028 Bonitos Suenos
Las Vegas, Nevada 89138

RE: RQR-68067 - REQUIRED REVIEW - SPECIAL USE PERMIT
PREVIOUS CASE: RQR-44054, U-0300-94
3720 West Desert Inn Road (APN 162-08-410-033)

Dear Mr. Toman:

Our records indicate the above referenced action will be scheduled for the **February 15, 2017** City Council meeting, at which time the Council may discontinue the use.

Provide two 24" x 36" and two 8½" x 11" site plans, two 24" x 36" and two 8½" x 11" floor plans, and two 24" x 36" and two 8½" x 11" elevation plans depicting the site. The submitted plans must show off-premise sign as currently configured with full dimensional information. In addition to the plans required, we also need a justification letter, current deed, the enclosed Statement of Financial Interest form and Application completed and notarized. Please come to our offices at 333 North Rancho Drive no later than **January 10, 2017** to pay the application fee of \$300.00, notification fee of \$500.00 and submit the required documents.

Failure to submit the above mentioned items will not prevent the item from being placed on the agenda for consideration by the City Council, and payment of fees will be required as a condition of approval, if the Required Review is approved. If the Required Review is denied, the Special Use Permit for this site shall be discontinued, and the use shall be required to cease.

If you have any questions, please feel free to contact me at (702) 229-6301.

Sincerely,

A handwritten signature in cursive script that reads "Carman Burney".

Carman Burney, Agenda Technician
Department of Planning
Long Range Planning Division

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

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) _____

Project Name _____ Proposed Use _____

Assessor's Parcel #(s) _____ Ward # _____

General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information _____

PROPERTY OWNER _____ Contact _____

Address _____ Phone: _____ Fax: _____

City _____ State _____ Zip _____

E-mail Address _____

APPLICANT _____ Contact _____

Address _____ Phone: _____ Fax: _____

City _____ State _____ Zip _____

E-mail Address _____

REPRESENTATIVE _____ Contact _____

Address _____ Phone: _____ Fax: _____

City _____ State _____ Zip _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

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

Print Name _____

Subscribed and sworn before me

This _____ day of _____, 20 _____.

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*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.



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-68067** APN: _____

Name of Property Owner: _____

Name of Applicant: _____

Name of Representative: _____

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: _____

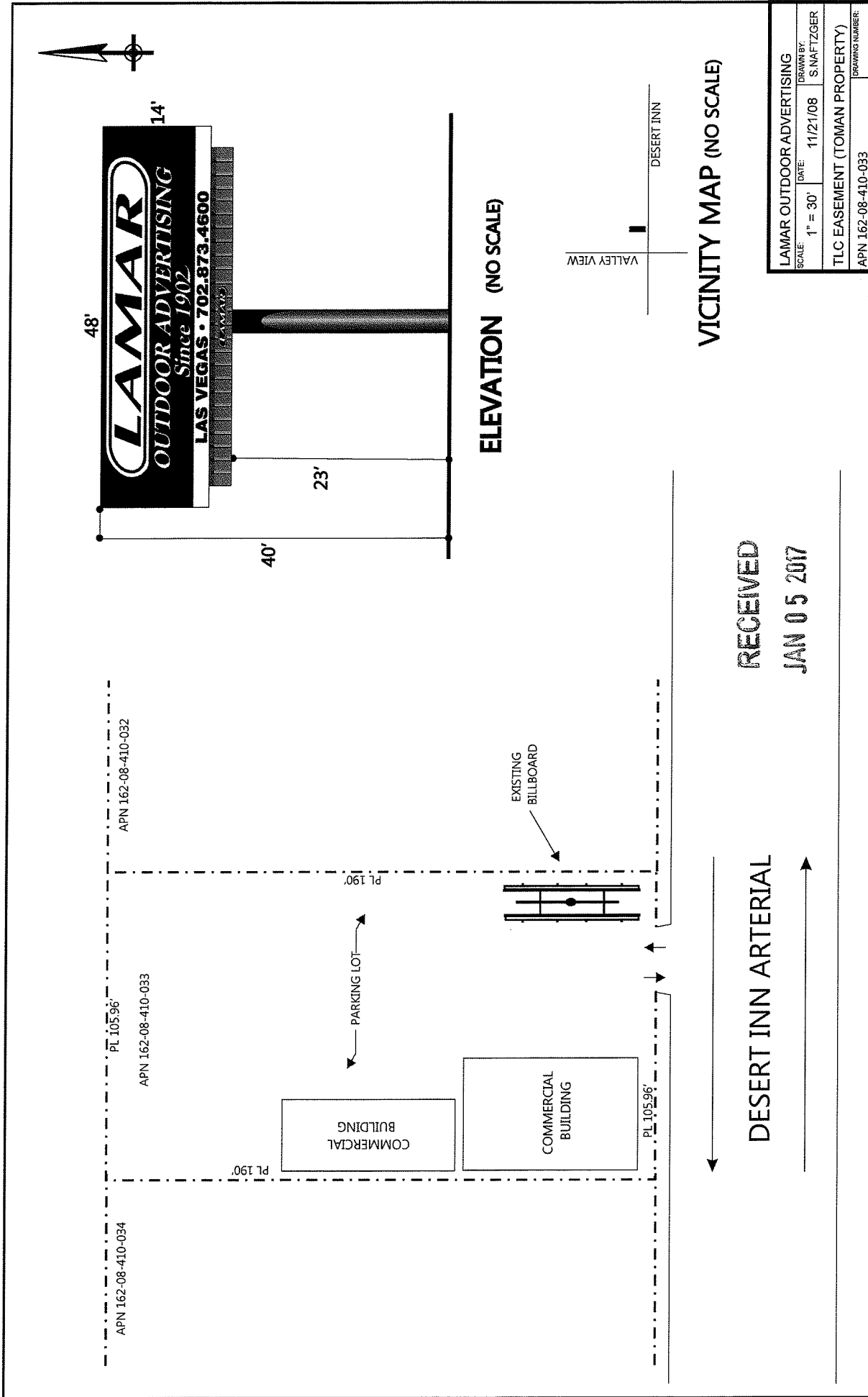
Signature of Property Owner: _____

Print Name: _____

Subscribed and sworn before me

This _____ day of _____, 20____

Notary Public in and for said County and State



RQR-68067



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

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

RQR-68067

2/15/17 CC

February 15, 2012

~~Mr. Christopher Prickett
TLC Properties
1863 Helm Drive
Las Vegas, Nevada 89119~~

John P. Toman
1028 Bonitos Suenos
Las Vegas, NV. 89138

RE: RQR-44054 - REQUIRED REVIEW
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012

Dear Mr. Prickett:

Your Required Review of an approved Special Use Permit (U-0300-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3720 West Desert Inn Road (APN 162-08-410-033), M (Industrial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on February 14, 2012.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0300-94).
2. This Special Use Permit shall be reviewed in five (5) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.
3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.
4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.
5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

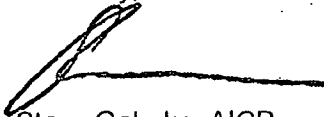


Mr. Christopher Prickett
TLC Properties
RQR-44054 - Page Two
February 15, 2012

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This action by the Planning Commission on **February 14, 2012** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access <http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm>, or contact the Department of Planning and Development at 702.229.6301 after **February 27, 2012**. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

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