



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. Ovid Moore
Masonic Memorial Temple Lodge
2200 West Mesquite Avenue
Las Vegas, Nevada 89106

**RE: RQR-68070 - REQUIRED REVIEW - PUBLIC HEARING -
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Moore:

The City Council at a regular meeting held on February 15, 2017 **APPROVED** a request for a Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-009), C-V (Civic) Zone, Ward 5 (Barlow).

This approval is subject to the following conditions:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0010-02).
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

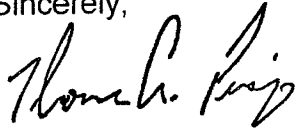


Mr. Ovid Moore
Masonic Memorial Temple Lodge
RQR-68070 - Page Two
February 16, 2017

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,



Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
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

February 2, 2017

Mr. Ovid Moore
Masonic Memorial Temple Lodge
2200 West Mesquite Avenue
Las Vegas, Nevada 89106

**RE: RQR-68070 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Moore:

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 be 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
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, Nevada 89119

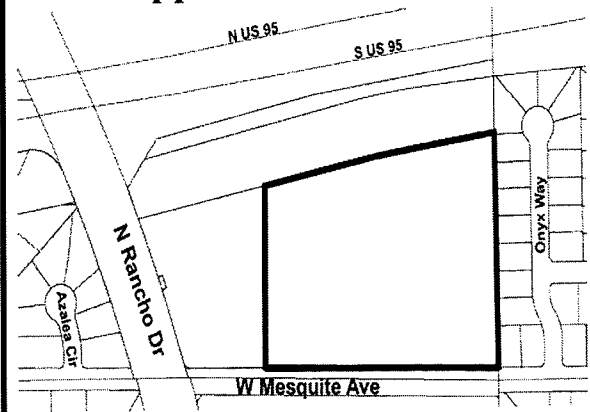
CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Application Information

RQR-68070 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: MASONIC MEMORIAL TEMPLE LODGE - For possible action on a Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-009), C-V (Civic) Zone, Ward 5 (Barlow)

Application Location



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

Public Hearing Information

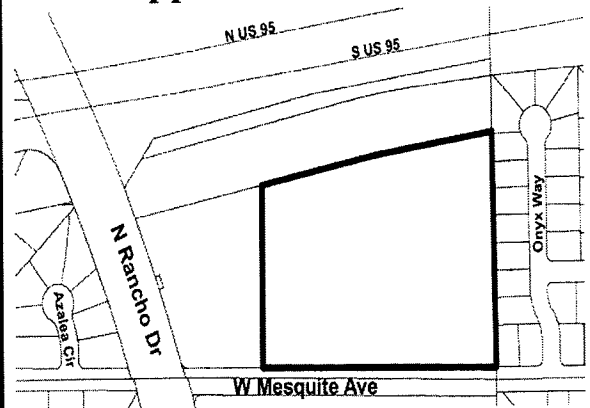
Meeting: City Council
Date: **February 15, 2017**
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada

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-68070 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: MASONIC MEMORIAL TEMPLE LODGE - For possible action on a Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-009), C-V (Civic) Zone, Ward 5 (Barlow)

Application Location



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

Public Hearing Information

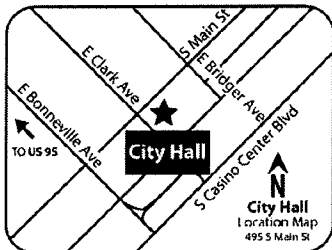
Meeting: City Council
Date: **February 15, 2017**
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada

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.

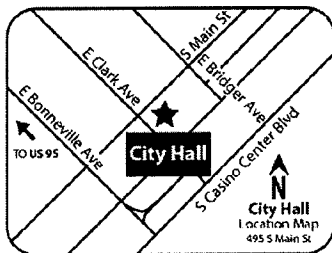
RQR-68070

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
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-68070

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-68070 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: MASONIC MEMORIAL TEMPLE LODGE - For possible action on a Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-009), C-V (Civic) Zone, Ward 5 (Barlow).

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-68070** APN: 139-29-801-009

Name of Property Owner: Masonic Memorial Temple Lodge

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)

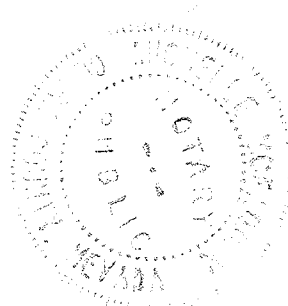
Subscribed and sworn before me

This 5th day of January, 2017

Michelle McFadden
Notary Public in and for said County and State

RECEIVED

JAN 05 2017





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 2234 W. Mesquite Ave.

Project Name Tyre, Inc. Review Proposed Use _____

Assessor's Parcel #(s) 139-29-801-009 Ward # 5

General Plan: existing _____ proposed _____ Zoning: existing C-V proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information Required review for an existing billboard

PROPERTY OWNER Masonic Memorial Temple Lodge Contact Ovid Moore

Address 2200 W. Mesquite Ave. Phone: _____ Fax: _____

City Las Vegas State NV Zip 89106

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC 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 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.

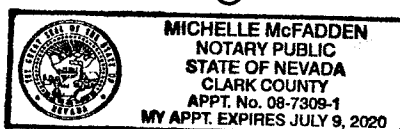
Print Name Christopher Prickett (authorized agent)

Subscribed and sworn before me

This 5th day of January, 2017.

[Signature]

Notary Public in and for said County and State



Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case # RQR-69070

Meeting Date: 2-15-17

Total Fee: \$ 300.00

Date Received:* 1-5-17

Received By: *[Signature]*

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



LAS VEGAS 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. Ovid Moore
Masonic Memorial Temple Lodge
2200 West Mesquite Avenue
Las Vegas, Nevada 89106

**RE: RQR-44048 - REQUIRED REVIEW
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012**

Dear Mr. Moore:

Your Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-005), C-V (Civic) Zone, Ward 5 (Barlow), 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-0010-02).
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-68070

FM-0073-07-11

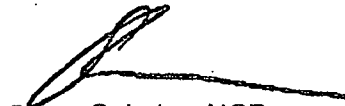


Mr. Ovid Moore
Masonic Memorial Temple Lodge
RQR-44048 - Page Two
February 15, 2012

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,

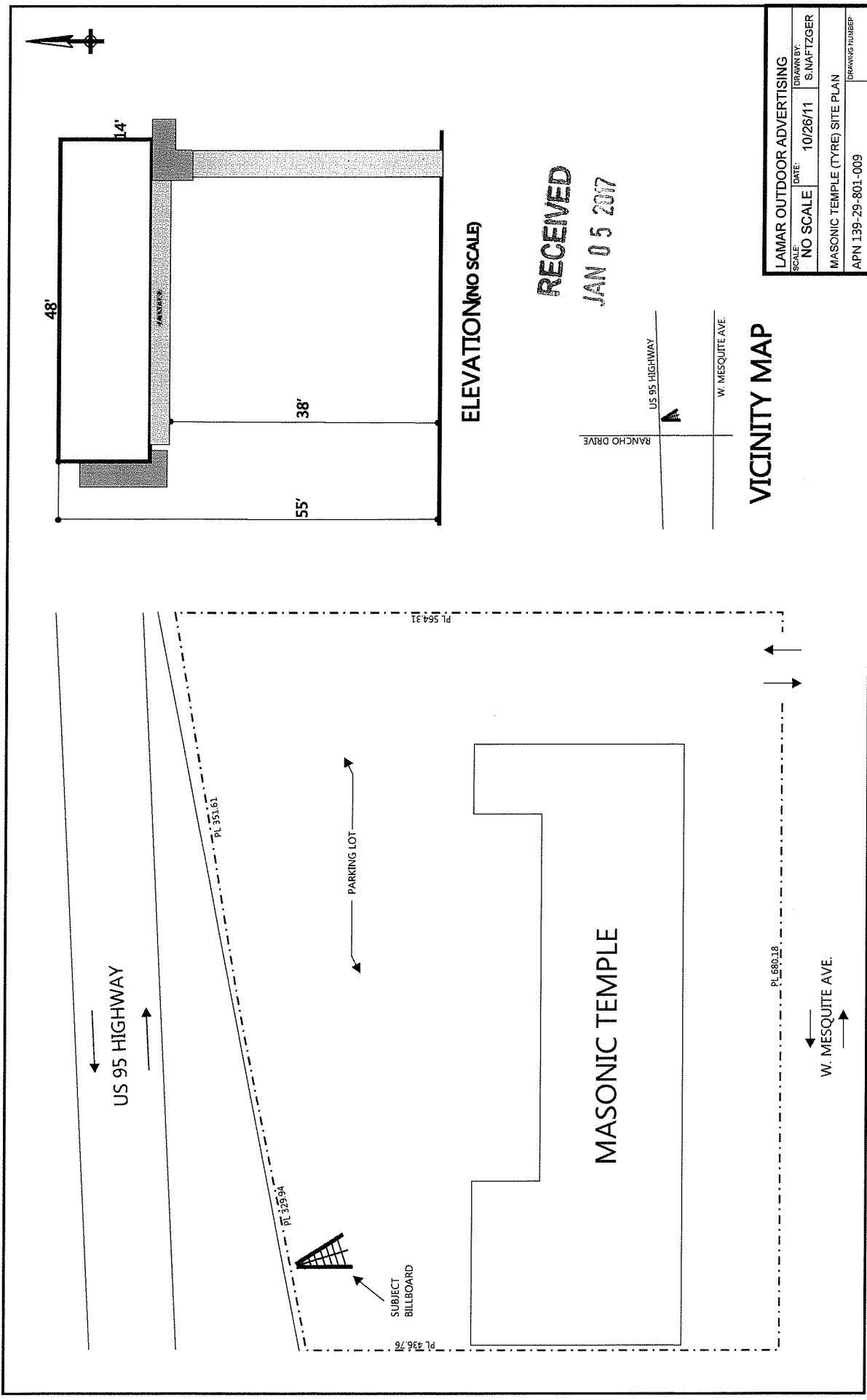


Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

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

RQR-68070



RQR-68070

LEASE ASSIGNMENT

S *August* This Assignment and Assumption of Lease ("Assignment") is made and entered into effective as of *July 3rd* 2004, by and between Ad America, Inc. ("Assignor") and Lamar Central Outdoor, Inc. *August* ("Assignee") pursuant to that certain Letter Agreement by and between Assignor and Assignee dated *July 3rd* 2004. *cm*

(JP) 1. Assignment. In consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby grants, transfers, conveys and assigns to Assignee all of Assignor's right, title, estate and interest in, to and under that certain Ground Lease dated September 28, 2000, by and between Assignor and Masonic Memorial Temple, Tyre Enterprises and Development Corporation a copy of which is attached hereto (the "Masonic Lease") as the same relates to the Billboard being sold by the Assignor to Assignee on the date hereof.

2. Assumption. Assignee hereby accepts such assignment of Assignor's rights, title, estate and interest in, to and under the Masonic Lease and agrees to keep, perform, fulfill, and observe all of the terms, covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, and observed by the tenant under the Masonic Lease from and after the execution and delivery of this Assignment by Assignor to Assignee, but excluding any liabilities, obligations, penalties or damages arising under the Masonic Lease on or before such date.

3. Representations. Assignor represents and warrants to Assignee that:

(a) The Masonic Lease is in full force and effect and no event has occurred or is continuing which, with the giving of notice or the passage of time, or both, will constitute a default under the Masonic Lease on the part of Assignor or Landlord.

(b) The Masonic Lease is not encumbered by any prior transfer, assignment or encumbrance and Assignor has full and lawful authority to assign tenant's rights under the Masonic Lease to Assignee.

(c) The Masonic Lease, as attached hereto, constitutes the entire agreement between Landlord and Assignor, and the Masonic Lease has not been amended, modified, supplemented or superseded.

4. Indemnification. Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from and against any and all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) directly or indirectly arising out of or based upon breach of any representation, covenant or warranty of Assignor or Assignor's failure to keep, perform, fulfill, and observe any of the terms covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, and observed by the tenant under the Masonic Lease prior to the execution and delivery of this Assignment by Assignor.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Letter Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of that certain Letter Agreement by and between Assignor and Assignee dated *July 3rd* 2004, and all representations, warranties and covenants contained therein are incorporated herein by this reference. *cm* *August* *(JP)* *WD*

RECEIVED

JAN 05 2017

7. Further Assurances. Assignor and Assignee each covenant that it will, at any time and from time to time following a written request therefor, execute and deliver any additional or confirmatory instruments and take such further acts (including, without limitation, sending notices of this assignment to the Landlord under the Masonic Lease) as the other party may reasonably request to evidence fully the assignment contained herein.

8. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date, month and year first above written.

AD AMERICA, INC.

By: _____

John Chelinski, President

LAMAR CENTRAL OUTDOOR INC.

By: _____

Chris Finkett, Vice President
and General Manager

Consent of Landlord

The undersigned as Landlord under the Masonic Lease consents to this Assignment to Assignee.

"LANDLORD"

MASONIC MEMORIAL TEMPLE, INC.

By: Tyre, Inc., a Nevada corporation

By: Masonic Memorial Temple, Inc.
a Nevada corporation

By: _____
Its _____

FIRST AMENDMENT TO THE GROUND LEASE

THIS FIRST AMENDMENT TO THE GROUND LEASE (this "Amendment") is entered into and made effective as of the Effective Date by and between Ad America, Inc., a Wisconsin corporation ("Tenant"), and Tyre, Inc., a Nevada corporation ("Tyre"), on behalf of Masonic Memorial Temple, Inc., a Nevada corporation (together with Tyre, "Landlord"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Ground Lease by and between Tenant and Landlord commencing July 1, 2004, as provided for pursuant to Addendum Six thereto (the "Ground Lease" and together with this Amendment, the "Lease").

RECITALS:

A. Landlord and Tenant have entered into that certain Ground Lease dated as of September 28, 2000 (the "Ground Lease") pursuant to which Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord certain real property as more particularly described in the Ground Lease.

B. Tenant and Landlord desire to amend the Ground Lease on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants, agreements, understandings, undertakings, representations, warranties and promises, and subject to the conditions hereinafter set forth, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this Amendment, and further covenant and agree as follows:

1. Exhibits A, B and C of the Ground lease are hereby deleted in their entirety and replaced with Exhibits A, B and C attached hereto and incorporated herein by this reference.

2. ~~Subpart [c] of Section 22 of the Ground Lease is hereby deleted in its entirety.~~

3. Landlord hereby grants Tenant the right of first option to renew the Ground Lease or otherwise enter into a new lease for the Property under terms to be negotiated by Landlord and Tenant, or its assigns. This right of first option shall be exercisable by written notice from Tenant, or its assigns, to Landlord of Tenant's intent to exercise said option given not later than the date which is six (6) months prior to the pertinent expiration date of the Term of the Ground Lease.

4. Except as amended or modified herein, all terms and conditions of the Ground Lease shall remain in full force and effect. In the event of a conflict between any of the terms and conditions of the Ground Lease and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

Signature page(s) to follow

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this 3rd day of August 2004.

"LANDLORD"

"TENANT"

MASONIC MEMORIAL TEMPLE, INC.

LAMAR CENTRAL OUTDOOR, INC.

By: Tyre, Inc., a Nevada corporation

By: [Signature]
Its: VP GM

By: Masonic Memorial Temple, Inc.
a Nevada corporation

By: _____
Its: _____

Tenant's Initials: R
Landlord's Initials: [Signature]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this ___ day of July 2004.

"LANDLORD"

MASONIC MEMORIAL TEMPLE, INC.

By: Tyre, Inc., a Nevada corporation

By: Masonic Memorial Temple, Inc.
a Nevada corporation

By: *David M. Moore*
Its _____

"TENANT"

LAMAR CENTRAL OUTDOOR, INC.

By: *[Signature]*
Its: *Joan*

GROUND LEASE

This is a ground Lease between Ad America, Inc. ["Tenant"], a Wisconsin Corporation and a Nevada Foreign C Corporation in good standing whose principle Nevada offices is located at 2744 South Highland Drive, Suite B, Las Vegas, Nevada 89109 and Tyre, Inc. ["Landlord"], a Nevada Corporation in good standing.

RECITALS

- A. Landlord is a Nevada Corporation located at 2200 West Mesquite Avenue, Las Vegas, Clark County, Nevada 89106.
- B. Tenant is a Wisconsin Corporation operating in Nevada as a Nevada registered Foreign Corporation known as Ad America, Inc.
- C. Landlord controls real property in Las Vegas, Clark County, Nevada. The property is the site where Tenant desires to erect a billboard advertising signs to be seen by drivers using U.S. Highway 95. The property is bounded by U.S. Highway 95 on its North, Rancho Road on its West, West Mesquite Avenue on its South and on its East by a cement block fence. The principal building on the property is that of the Masonic Memorial Temple located in Las Vegas, Clark county, Nevada.
- D. The exact location of the signs are to be agreed upon but is approximately as is described in EXHIBITS A, B and C attached and incorporated by reference.
- E. The parties desire to memorialize the terms and conditions of their Ground lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. **GRANT.** Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, the use and possession of that portion of the Land identified on Exhibit A, hereto, [the "Lease Premises"] for the purpose of constructing, operating and maintaining a billboard [the "Billboard"]. Billboard, including support pole, electrical pad and broadcast antennas, if any, shall be located as specified on Exhibit B, hereto, and shall be constructed substantially in accordance with the site plan and other plans and specification attached as Exhibit C, hereto, subject to such modifications as may become necessary during the course of construction. Tenant's use of the Lease Premises shall include access over the land, where designated by Landlord, for the purpose of constructing, maintaining and repairing the Billboard, changing the advertising materials placed on the Billboard from time to time, trimming vegetation located on the Land as often and to a height to be acceptable to Landlord, and providing electrical service to the Billboard and for any other

purpose incidental to and related to the business of maintaining and operating the Billboard. Electrical service to the Billboard shall be located on the Land as determined by the utility company providing such service. The foregoing notwithstanding, Tenant acknowledges that Landlord, its tenants, employees, agents or visitors shall be entitled to use the surface area of the Lease Premises [not including any portion of the surface area occupied by the support pole, electrical pad, if any, or other support for the Billboard] for any purpose not inconsistent with the construction, operation and maintenance of the Billboard.

2. TERM

- 2.1 Initial Term. The initial term of the Lease [the "Initial Term"] shall begin on the date hereof and terminate on that anniversary of the Commencement Date [as defined below] set forth on the signature page hereto.
- 2.2 Renewal Term. Sixty [60] days prior to expiration of the initial term either party can in good faith, negotiate for an additional term.

3. RENT

- 3.1 Base Rent. The "Commencement Date" of Lease payment shall begin on the first day of the month following the date the Tenant obtains proper zoning for the construction of the Billboard and continuing through the Initial Term. Tenant shall pay Base Rent of One Thousand Six Hundred Fifty Dollars [\$1,650.00] per month to Landlord. The Base Rent for any full calendar year included within the term hereof shall be payable in advance on the tenth day of each month of such calendar year. The Base Rent for any partial calendar year included within the term hereof shall be payable in advance on the tenth day of each month for such partial calendar year. Lease payment not received by Landlord by the fifteenth day of the month shall bear a late penalty of eight [8%] percent of the monthly Lease payment due and payable the month incurred. Rent payments are legally the responsibility of the Tenant without notice or demand and may be acted upon anytime after the due date. The Tenant shall commence construction of Billboard not later than sixty [60] days after obtaining permission from the City of Las Vegas after a lawful hearing and order before the City of Las Vegas.
- 3.2 Percentage Rent. As Additional rent, beginning on the Commencement Date and continuing through the Initial Term, Tenant shall pay Percentage Rent [as defined below] to Landlord. The Percentage Rent payable for any full calendar year included within the term hereof shall be payable in arrears on the thirtieth

day of the following calendar year. The percentage Rent for any calendar year included within the term hereof shall be payable in arrears within thirty days of the close of such partial calendar year.

- 3.3 **Percentage Rent Defined.** The "Percentage Rent" with respect to any period hereunder shall be an amount equal to twenty five percent [25%] of all Gross Revenues [as defined below] arising from the operation of the Billboard [as defined below] during such period; minus the Base Rent for such Period. For the purpose hereof, "Gross Revenues" include all revenues for the period in question including rental revenues earned on broadcast antenna, if any, and Tenant shall provide Landlord with a written itemized account of income and expenses quarterly. Rentals shall be deemed earned when due. In the computation of "Gross Revenues," there shall be deducted or excluded: [a] the amount of any tax collected by Tenant with respect to the Billboard as and for federal, state, municipal or local sales or use tax [not including income tax], which Tenant is required to collect from customers for remittance to a taxing body; and [b] the amount of commission paid to "advertising agents" provided such commissions shall be no higher than the prevailing rates for like kind outdoor sign advertising commissions in the Metropolitan Las Vegas, Nevada area paid independent advertising firms. Tenant shall timely pay all tax arising from such Billboard advertising under this agreement to the governmental taxing authority. Tenant shall instruct the taxing authority to send a copy of any tax notice to Landlord and Tenant. Landlord may examine Tenant's accounting records for any revenue to the Tenant arising from the Billboard, broadcast antenna and other sources, if any, and the authenticity of any expenses in Tenant's arriving at the Percentage Rent. Inspection shall be within three [3] days after written notice by Landlord to Tenant.

- 3.4 **Damage to the premises or damage or destruction of the Billboard by any third party** [including for graffiti] shall not be an excuse for non payment. Tenant shall promptly repair or replace the damaged Billboard.

4. - TAXES

As additional rent, Tenant covenants and shall pay by the date due all taxes levied, assessed or imposed by a governmental authority, due or payable during the term hereof, upon the Billboard. Tenant shall provide to Landlord a copy of paid receipt within 30 days of payment. If Tenant fails to pay any and all taxes whatsoever within thirty [30] days from being notified Tenant is in violation of this Lease. Landlord, at his option, may pay the amount owing and recover said amount from the next Lease payment with Tenant being credited only for the part of Lease payment not used to reimburse Landlord or terminate this Lease with a thirty [30] written notice to Tenant.

5. **UTILITIES** All electrical service and other utilities, if any, to the Billboard shall be separately metered and in Tenant's name. Tenant shall pay when due all charges for electricity and other utilities used or consumed in connection with Tenant's operations on the Lease Premises. If Tenant fails to pay any utility bill within thirty [30] days of when due, Landlord may terminate this Lease with a thirty [30] day notice to Tenant.
6. **MAINTENANCE.** During the Term hereof, Tenant, at Tenant's sole cost and expense, shall maintain the Billboard and all structural components, materials and equipment which are a part thereof in good repair and in a safe and solid condition in accordance with all and any federal, state, county, city, or government agency codes, ordinances, rules, regulations or laws. Tenant is in violation of Lease if he does not comply with the terms of this paragraph and Landlord may terminate the Lease with proper notice to Tenant.
7. **QUIET ENJOYMENT.** Provided Tenant pays the rent due under this Lease and performs and observes all covenants and provisions hereof, Tenant shall quietly enjoy the Lease Premises, subject, however, to the terms of this Lease and to all recorded easements and building and use restrictions and covenants.
8. **OWNERSHIP OF BILLBOARD.** The Billboard and all structures, displays, materials and equipment placed upon the Lease Premises by Tenant shall be and remain Tenant's property. During the term of this Lease, Tenant shall, at Tenant's cost, maintain the Billboard and all structural components, materials and equipment which are a part thereof in good repair and in a safe and sound condition and in compliance with all federal, state and local government and agency rules, codes, laws, regulations and ordinances pertaining to the construction and maintenance of the Billboard.
9. **SITE IMPROVEMENT.** In the event the site actually occupied by the Sign is improved by the erection thereon of a permanent building which reasonably and in good faith cannot be advantageously placed on the Premises, Landlord may cancel this agreement by refunding to Tenant all unearned prepaid rent, and by giving ninety [90] days written notice of said intention to build; PROVIDED, however, that Tenant shall be required to vacate the building site only in sufficient time so as not to materially obstruct building operation, and if construction has not commenced within one hundred and twenty [120] days after the removal of the sign, this agreement shall continue in full force and effect. In the event the Sign is removed pursuant to the terms of this paragraph, but the proposed building is not erected, Tenant may reinstall the Sign and this agreement shall continue in force for the Initial Term [and extension thereof if applicable], and Landlord shall reimburse Tenant for all expenses of removal and reinstallation. In the event the Premises continues to

will
require
a
put back
provision

have advertising value after the completion of the building, then this agreement may [at the option of and upon written notice by Landlord] continue in effect and the Sign may be relocated on the Premises to a place of Landlord's choice. This Lease is terminated if Tenant refuses or does not reinstall the Sign within ninety [90] days of written notice by Landlord.

10. **REMOVAL OF BILLBOARD UPON EXPIRATION OR TERMINATION.** No evidence of construction or of the billboard such as, but not limited to, wire, concrete, building materials, shards of metal or wood shall be allowed to remain. The property shall be returned as nearly as possible to its condition before the erection of the Billboard.
Removal of the billboard shall be accomplished not less than ten [10] days after the expiration of the term of this lease and any renewal term granted and not less than thirty [30] days after notice of termination.
Inasmuch as the Billboard is of significant size and weight, Tenant shall obtain a performance bond in favor of Landlord to reimburse Landlord for the removal of the Billboard by Landlord in the event that tenant fails timely to remove the Billboard.
11. **HOLDING OVER.** In the event Tenant continues to occupy the Lease Premises after the expiration of this Lease without Landlord's consent, Tenant shall be deemed to be a tenant from month to month. The monthly rent shall increase to ten [10] times the Base Rent, payable in advance, on the first day of each month of the month to month tenancy. Landlord shall retain all rights under the law afforded him in regards to a month to month hold over tenant.
12. **EMINENT DOMAIN.** In the event of any taking of all or any part of the premises or any interest therein by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the premises or any interest therein made in avoidance of any exercise of the power of eminent domain [which is herein referred to "condemnation"] during the term hereof, the rights and obligation of Landlord and Tenant with respect to such condemnation, shall be as hereafter provided in this Article 12.
 - [a] **Total Condemnation.** In the event of a condemnation of all of the premises, this Lease shall terminate as of the date the condemnation authority takes title or possession, whichever occurs first. Landlord shall be entitled to that portion of the compensation for the condemnation attributed to the fair market value of Landlord's interest and the Tenant shall be entitled to the balance.

- [b] **Partial Condemnation.** In the event of a condemnation of a part of the premises and a part thereof remains which is susceptible for use hereunder for sign display, this Lease shall, as to the part so condemned, terminate as of the date the condemning authority takes title or possession, whichever occurs first in the condemnation, and the rent payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of the rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. In the event of a condemnation of a part of the premises so that there does not remain a portion susceptible for use hereunder for sign display, this Lease shall thereupon terminate. In the event of any partial condemnation as described herein above in this in this paragraph 12 B, Landlord and Tenant shall be entitled to such portions of the award as set forth in paragraph 12 A. herein above.

All Article 12 provisions regarding the payment of any sums to the Tenant are conditioned upon Tenant's not being in default hereunder. Should tenant be in default hereunder, any sums to be paid to Tenant pursuant to this Article 12 shall first be applied by Landlord to cure any and all such defaults, and the balance thereof shall then be paid to Tenant.

13. **DEFAULTS AND REMEDIES.** In the event of any failure of Tenant to pay rent due hereunder within ten [10] days after written notice of such failure shall have been given to Tenant; or in the event of any failure to perform any of the other terms, conditions or covenants hereby to be observed or performed by Tenant for more than thirty [30] days after notice of such failure shall have been given to Tenant; or if Tenant shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy or for a reorganization or for the appointment of a receiver or trustee of all or a portion of its property which shall not have been dismissed within sixty [60] days after the filing thereof; or if Tenant makes an assignment for the benefit of its creditors, or petition or enters into any such arrangement; or if Tenant shall vacate or abandon the Lease Premises or if the Tenant's Billboard is allowed to become burdened for any mechanics and materialman's lien affecting the real property of the Landlord; Landlord shall have any and all legal and equitable remedies to enforce payment of unpaid rent and removal of the billboard and terms and conditions of this Lease. No act of Landlord under the default provision shall be deemed a penalty against the Tenant.

14. **RENT ADJUSTMENT.** There shall be no rent adjustment except under paragraph 3.2 and 3.3 of this Lease. Tenant, at his option, shall have thirty [30] days to remove Billboard in accordance with paragraph ten [10] of this Lease if: [i] the Billboard shall become obstructed from I-95 Freeway; [ii] the state and/or

local billboard permits for the Billboard shall be revoked or invalidated without fault by Tenant. Tenant shall deliver to Landlord a thirty day written notice to exercise his option under [i] or [ii] of this paragraph.

15. ADDITIONAL TERMS.

- [a] Tenant shall hold harmless, indemnify and defend, Landlord against all loss, damages, cost, expenses and public humiliation to the Masonic Memorial Temple or Free Masonry arising from text and graphics of any ad on the billboard. In such advertising, tenant shall not permit to be advertising on the billboard any sex oriented, "tits and ass," or "gentlemen's Club" business generally considered by the Las Vegas Metropolitan Police authorities to fit within the sex oriented or tits and ass business category.
- [b] Tenant shall, within thirty [30] days from date of this Lease, start procedures to obtain the necessary zoning for the construction of Billboard. Tenant shall bear all cost and expenses in this undertaking, including but not limited to: blueprints, drawings, mailings, postage, notices, meeting, salaries, attorney fees and cost. This Lease is contingent upon Tenant obtaining the proper zoning for the building and placement of Billboard. Tenant understands that time is of the essence. Therefore, if Tenant is unsuccessful in securing zoning within one hundred twenty [120] days, Tenant shall have no claim to the property or Landlord, provided that if Tenant is unsuccessful in securing zoning within one hundred twenty [120] days, Tenant, upon written mutual agreement with Landlord, may extend for an additional period of one hundred twenty [120] days the period within which tenant may secure zoning. The Landlord or property shall bear no obligation to Tenant.
- [c] Tenant shall not sell, assign, lease, sublease, convey or transfer this Lease to any person or entity without first obtaining the written approval of the Landlord. Landlord needs time to check the financial ability and business reputation of any proposed transferee. Landlord shall give or deny approval not later than thirty [30] days after tenant has provided what information Landlord needs to make its decision. Approval shall not unreasonably be denied.
- [d] Landlord desires to have two Billboards constructed. Nothing in this Lease shall preclude Landlord from entering into other Leases or contract with other companies for construction of buildings, billboards or signs.
- [e] Tenant shall hold Landlord and owners harmless from all damages to person or property by reason of accidents resulting from the negligent or willful acts of its agents, sub-agents, employees, contractors, sub-contractors or others

Need
Consent
from Tye

employed in the construction, maintenance, repairs or removal of its Billboard or other personal property. Throughout the term of this Lease, and any extensions thereof, Tenant shall maintain and keep in full force and effect public liability and property damage insurance, naming property owners and Landlord as additional insured with a certificate of the insurance showing a minimum \$1,000,000 coverage.

16. **HAZARDOUS SUBSTANCES.** Tenant shall not use or dispose any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
17. **INSOLVENCY.** In the event a receiver is appointed to take over the business of Tenant, or in the event Tenant makes a general assignment for the benefit of creditors, or Tenant takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this Lease by Tenant.
18. **REMEDIES OF LANDLORD ON DEFAULT.** In the event of any breach of this Lease by Tenant, Landlord may, at his option, terminate the lease and recover from Tenant [a] the worth at the time of award of the unpaid rent which was earned at the time of termination; [b] the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; [c] the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and [d] any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all his rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Landlord may have.

19. **DISPUTE RESOLUTION.** Claims, disputes or other matters in question between the parties to this Lease arising out of or relating to this Lease or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

[a] In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Lease and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

[b] Demand for arbitration shall be filed in writing with the other party to this Lease and with the American Arbitration Association. Any controversy or claim arising out of this Lease shall be settled by arbitration under the Commercial Rules [and remedies] of the American Arbitration Association as modified in this subpart. One arbitrator shall be selected. He or she must be a licensed attorney experienced in real property and contract law in Nevada. A reasoned written decision shall be made. The award shall be entered into a Court of Competent Jurisdiction in Clark County, Nevada. Nevada law shall prevail. Venue shall be in the Metropolitan Las Vegas, Nevada Statistical area. The costs of arbitration shall be shared equally between the two parties. Either party may apply to the arbitrator seeking injunctive or other provisional relief until the arbitration award is rendered or the controversy otherwise resolved.

20. **ATTORNEY'S FEES AND COST.** In any action or proceeding involving a dispute between Landlord and Tenant arising out of the execution of this Lease, or to collect commissions, or to enforce the terms and conditions of this lease, or to recover possession of the premises from Tenant, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator.

21. **DEFINITION OF NOTICE: APPLICATION OF PROVISIONS.** As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. No notice of the exercise of

any option or election is required unless the provision giving the election or option expressly requires notice.

[a] Writing. All notices must be in writing; provided that no writing other than the check or other instrument representing the rent payment itself need accompany the payment of rent.

[b] Delivery. Notice is considered given either [i] when delivered in person to the recipient named as below, or [ii] on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follow:

Notice to Landlord:

MASONIC MEMORIAL TEMPLE
TIF ENTERPRISES &
[name of recipient]
DEVELOPMENT CORPORATION
PO BOX 26627
[address]

LAS VEGAS, NEVADA.

Notice to Tenant

JOHN BIELINSKI/AD AMERICA
[name of recipient]
2754 S. HIGHLAND #B
[address]

LAS VEGAS, NV 89109

22. MISCELLANEOUS.

[a] For legal interpretation, the law of Nevada [USA] shall prevail. Litigation venue shall be in Clark County, Nevada.

[b] This agreement fully integrates all negotiations and is the entire agreement. Any later modification or amendments shall be in writing and shall be signed by all parties. No changes are binding if made only orally.

[c] Mr. John G. Bielinski's personal services are involved in this contract and can neither be assigned nor delegated.

L need to address

- [d] All recitals are incorporated by reference and made a part of this agreement.
- [e] In any litigation whether in law or equity and including bankruptcy proceeding or in any quasi-judicial action including alternate dispute resolution, the prevailing party shall be entitled to reasonable attorneys fees and costs. The meaning of "prevailing party" shall be construed under the common law of the Supreme Court of Nevada.
- [f] Any person signing for an association or entity warrants that he or she has full and lawful authority to bind that association or entity to this agreement.
- [g] Notices shall be made by personal service of a writing or by certified mail, receipt requested to the persons or entities whose addresses are identified in the opening paragraph of this agreement. Addresses may be changed for purposes of notice to all other parties by certified mail, receipt requested. The party or person changing address shall be obligated to notify all other parties or persons.
- [h] All covenants and warranties shall survive until December 31, 2020 at 5:00 P.M.
- [i] Any term of gender shall be construed in proper context to be masculine or feminine.
- [j] This agreement binds all the parties successors including entity successors, heirs and assigns and personal representatives in probate or of an estate and trustees of any trusts.
- [k] Headings and captions are for convenience only. The instrument should be construed as a whole and language given meaning in its context.
- [l] If any provision of this agreement is invalidated or unenforceable, the remainder of the agreement shall remain valid and shall cumulatively constitute a binding contract.
- [m] Each party shall execute such other legal instruments or other documents when necessary and diligently work toward effectuating the intent of this agreement.
- [n] Any waiver by Landlord shall not be deemed a continuing waiver.

[o] Effective Date. This Lease shall be effective as of the date the last signatory to the Lease signs.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of this 28th day of September, 2000.

THE INITIAL TERM SHALL EXPIRE ON THE 15TH ANNIVERSARY OF THE COMMENCEMENT DATE. (S)
Base Rent shall be \$1,650.00 per month per billboard structure. (S)

TENANT:

Ad America, Inc.
2754 Highland Drive, Ste. B
Las Vegas, Nevada 89109

[702] 696-0473 Phone
[702] 696-0472 Fax

By: _____

Print Name: JOAN BRUNSKI

Its: PRESIDENT

Date: 9/28/00

LANDLORD:

Tyre, Inc.
2200 W Mesquite Ave.
Las Vegas, Nevada 89106

MASONIC MEMORIAL TEMPLE
TYRE ENTERPRISES AND
DEVELOPMENT CORPORATION

By: _____

Print Name: DAVID A. MOORE

Its: PRESIDENT

Date: 9/28/00

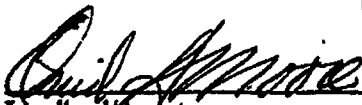
CT, Ref
Sentry

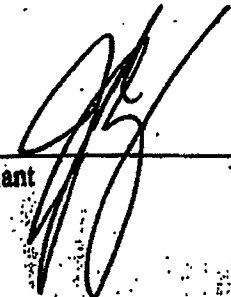
LEASE ADDENDUM REGARDING ILLEGAL DRUG USE/ABUSE

In consideration of the execution or renewal of the lease of the property identified in this lease, Landlord and Tenant agree as follows:

1. Tenant, employees, agents, subcontractors, members of Tenant's corporation, guest or other person under the Tenant's control shall not engage in criminal activity, including drug related criminal activity, on or near the project premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in section 102 of the Controlled Substance Act 21 U.S.C. 802].
2. Tenant, employees, agents, subcontractors, members of Tenant's corporation, guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity including drug related criminal activity on or near the premises.
3. Tenants, employees, agents, subcontractors, members of Tenant's corporation, guest or other person will not engage in the manufacture, sale or distribution or illegal drugs at any location, whether on or near subject premises or otherwise.
4. Tenant, employees, agents, subcontractors, members of Tenant's corporation, guest, or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near subject premises
5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE LEASE. A single violation of any of the provisions of this lease addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum any other provisions of the lease, the provisions of the addendum shall govern.
7. This lease addendum is incorporation into the lease executed or renewed this day between Landlord/Agent and Tenant.

Signed this 23 day of September 2000.


Landlord/Agent


Tenant

ADDENDUM ONE

Extension of Ground Lease

Ad America, Inc. [Tenant] and Tyre, Inc. [Landlord] hereby agree to extend the date stated in Paragraph 15 [b] of Ground Lease entered into by both parties in September 2000.

Said extension date shall be March 31, 2002.

All other terms of said Ground Lease shall remain the same.

Signed this 16 day of July 2001.

TENANT:

Ad America, Inc.
2754 Highland Drive Ste B
Las Vegas, Nevada 89109

JOHN BIELINSKI

by [Signature]

Its

PRESIDENT

LANDLORD:

Tyre, Inc
2200 W. Mesquite Avenue
Las Vegas, Nevada 89106

DAVID A. MOORE

by [Signature]

Its

President

RPT 5

QUITCLAIM DEED

THIS INSTRUMENT WITNESSETH: That the LAS VEGAS MASONIC TEMPLE ASSOCIATION a Nevada Corporation

in consideration of \$ the receipt of which is hereby acknowledged do hereby convey and forever quitclaim to the MASONIC MEMORIAL TEMPLE a Nevada Corporation

all that real property situate in the City of Las Vegas County of Clark

State of Nevada, bounded and described as follows:

A portion of the South East One-quarter (SE $\frac{1}{4}$) of the South East One-quarter (SE $\frac{1}{4}$) of Section 29, Township 20 South, Range 61 East, MDB&M described as follows:

Commencing at the SE corner of said Section 29, thence N 0° 58' 33" W along the East line of the SE $\frac{1}{4}$ of said Section 29 a distance of 30.01 feet to the true point of beginning, thence continuing N 0° 58' 33" W along said E line of the SE $\frac{1}{4}$ of Section 29 a distance of 699.14 feet, thence S 83° 24' 36" W a distance of 226.03 feet to a point on a tangent curve concave to the SE having a radius of 1960 feet, thence South Westerly along the arc of said curve thru a central angle of 05° 49' 45" an arc length of 199.41 feet, thence along the line tangent to last said curve S 77° 35' 11" W a distance of 611.73 feet, thence S 35° 55' 57" W a distance of 86.54 feet to a point in the East line of Rancho Road (150 feet wide) said point being a point on a non-tangent curve concave to the SW having a radius of 4050 feet, a radial line to said point bears N 65° 27' 50" E, thence South Easterly along the arc of said curve and the E line of Rancho Road thru a central angle of 06° 16' 49" an arc length of 443.93 feet to a point in the N line of Mesquite Avenue (60 feet wide) thence S 89° 32' 20" E along said N line of Mesquite Avenue a distance of 913.46 feet to the true point of beginning, consisting of 14.052 acres.

Subject To: Reservations, restrictions and conditions if any; rights of way and easements either of record or actually existing on said premises.

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

Witness my hand and seal this 12th day of July 1972

James E. Barry President

James E. Barry V. President

James E. Barry Secretary-Treasurer

STATE OF NEVADA

County of CLARK

on this 12th day of JULY 1972

personally appeared before me, a Notary Public in and for said State, the undersigned JAMES E. BARRY

JAMES E. BARRY

I have to be the person described to and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the purposes and consideration therein expressed.

Notary Public

James E. Barry

Notary Public in and for the State of Nevada

My Comm. Exp. 12/31/74

ESCROW NO.

WHEN RECORDED MAIL TO: Masonic Memorial Temple, Inc

P.O. Box 4086, Las Vegas, Nevada, 89106

NOTARY PUBLIC

CLARK COUNTY, NEVADA

James E. Barry

My Comm. Exp. 12/31/74

RECEIVED

E-11

JAN 05 2017





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. Ovid Moore
Masonic Memorial Temple Lodge
2200 West Mesquite Avenue
Las Vegas, Nevada 89106

RE: RQR-68070 - REQUIRED REVIEW - SPECIAL USE PERMIT
PREVIOUS CASE: RQR-44048, U-0010-02
2234 West Mesquite Avenue (APN 139-29-801-009)

Dear Mr. Moore:

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-68070** 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



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-68070
2/15/17 CC

February 15, 2012

Mr. Ovid Moore
Masonic Memorial Temple Lodge
2200 West Mesquite Avenue
Las Vegas, Nevada 89106

RE: **RQR-44048 - REQUIRED REVIEW**
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012

Dear Mr. Moore:

Your Required Review of an approved Special Use Permit (U-0010-02) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2234 West Mesquite Avenue (APN 139-29-801-005), C-V (Civic) Zone, Ward 5 (Barlow), 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-0010-02).
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.

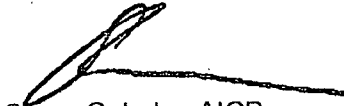


Mr. Ovid Moore
Masonic Memorial Temple Lodge
RQR-44048 - Page Two
February 15, 2012

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,

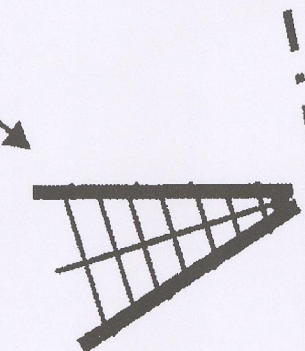


Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

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

US 95 HIGHWAY



SUBJECT
BILLBOARD

PARKING LOT

MASONIC TEMPLE

W. MESQUITE AVE.

PL 436.76

PL 329.94

PL 351.61

PL 564.31

PL 680.18

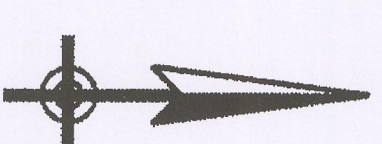
48'

14'

55'

38'

ELEVATION(No SCALE)



RANCHO DRIVE

US 95 HIGHWAY

W. MESQUITE AVE.

VICINITY MAP

LAMAR OUTDOOR ADVERTISING

SCALE: NO SCALE DATE: 10/26/11 DRAWN BY: S. NAFTZGER

MASONIC TEMPLE (TYRE) SITE PLAN

APN 139-29-801-009

DRAWING NUMBER:

RECEIVED
JAN 05 2017

RQR-68070