



**LAS VEGAS
CITY COUNCIL**

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ELIZABETH N. FRETWELL
CITY MANAGER

December 13, 2016

Mr. Lonnie Jones
Clear Channel Outdoor
7370 Dean Martin Drive, Suite #407
Las Vegas, NV 89139

RE: Embellishment on an existing Off-Premise Sign located at 825 South Grand Central Parkway: SDR-68051

Dear Mr. Jones:

It has been determined that the proposed addition of a 120.00 square-foot Embellishment on an existing 40-foot tall, 20-foot by 60-foot Off-Premise Sign located at 825 South Grand Central Parkway meets the standard for approval as defined in Title 19.12.120 of the Zoning Code of the City of Las Vegas, subject to the following.

1. Conformance to the submitted site plan and elevations dated December 6, 2016.
2. All previously approved entitlements for embellishments not depicted on the plans date stamped December 6, 2016 shall be expunged.
3. This Minor Site Development Plan Review is final; no additional applications will be required.

If you have any questions, please feel free to contact me at (702) 229-6711.

Sincerely,

John Grider, Planner I
Current Planning Division
Department of Planning

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 702.474.7463

TTY 7-1-1

www.lasvegasnevada.gov



/city of las vegas



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Embellishment for existing off-premise sign

Project Address (Location) 825 S. Grand Central Parkway

Project Name Clear Channel Embellishment Proposed Use Existing

Assessor's Parcel #(s) 139-33-710-005 Ward # 1

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

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information Application for a 120sq' embellishment on an existing off-premise advertising sign. Existing structure is 20'x60' off-premise sign.

PROPERTY OWNER Simon Chelsea LV DEV LLC Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____
E-mail Address _____

APPLICANT Clear Channel Outdoor Contact Lonnie Jones
Address 7370 Dean Martin Dr #407 Phone: (702) 238-7209 Fax: (702) 238-7266
City Las Vegas State NV Zip 89139
E-mail Address lonniejones@clearchannel.com

REPRESENTATIVE same as applicant 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* [Signature] Authorized By _____

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

Print Name Lonnie Jones

Subscribed and sworn before me

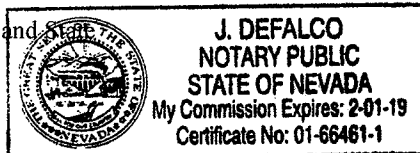
This 5TH day of DECEMBER, 20 16.

[Signature] De Falco

Notary Public in and for said County and State

COUNTY OF CLARK

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>SDR-68051</u>
Meeting Date:	<u>Admin</u>
Total Fee:	<u>\$ 500.00</u>
Date Received:*	<u>12/6/16</u>
Received By:	<u>[Signature]</u>

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

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Dept of Planning
City of Las Vegas



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-68051

Case Number: Embellishment permit APN: 139-33-710-005

Name of Property Owner: Simon Chelsea LV DEV LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Lonnie Jones

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: _____

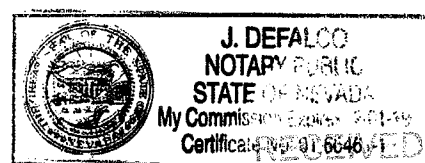
Signature of Property Owner: _____

Print Name: Lonnie Jones Authorized Rep

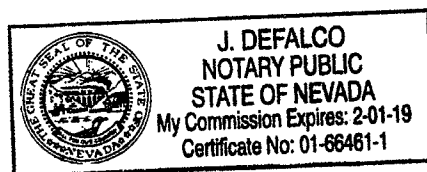
Subscribed and sworn before me

This 5th day of December, 20 14

J. Defalco
Notary Public in and for said County and State



Revised 11-14-06



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STATE OF NEVADA
County of CLARK
Dept of Planning
City of Las Vegas



December 5, 2016

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: JUSTIFICATION LETTER FOR AN APPLICATION TO INSTALL an EMBELLISHMENT ON AN EXISTING OFF-PREMISE ADVERTISING BILLBOARD SIGN.

(APN No.139-33-710-005)

825 S Grand Central PKWY.

Zoning: PD

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for an embellishment to be installed on an existing/ approved off-premise advertising billboard. The proposed extension will not exceed the total square footage allowed by Title 19A, therefore we respectfully request your approval.

Should you have any questions or concerns please contact me directly at 702.238.7209.

Thank you kindly,

Lonnie Jones
Real Estate Representative
Clear Channel Outdoor
7370 Dean Martin Drive, Suite 407
Las Vegas, NV 89139
702.238.7200 fax 702.238.7266
email: Lonniejones@clearchannel.com

RECEIVED

Lease # 8525

BILLBOARD LEASE

THIS BILLBOARD LEASE is made this 30th day of November, 2002, by and between **SIMON/CHELSEA LAS VEGAS DEVELOPMENT, L.L.C.**, having an address c/o Chelsea Property Group, Inc., 103 Eisenhower Parkway, Roseland, New Jersey 07068 (hereinafter called "Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, 1211 W. Bonanza Road, Las Vegas, NV 89106, Attention: General Manager (with a copy to 2850 East Camelback Road, Suite 300, Phoenix, Arizona 85016, Attention: Legal Department) (hereinafter called "Tenant").

1. **Premises.** Landlord does hereby lease and demise to Tenant the space shown as "Bill Board BB-3" on Exhibit A annexed hereto (the "Premises") for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing an outdoor advertising structure, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (the "Billboard"), which Premises are part of a larger portion of real property owned by the Landlord set forth on Exhibit B annexed hereto (the "Property"). The Tenant shall not have the right to connect any accessories and equipment that are not necessary for the operation of the Billboard (i.e. cellular antennae, web cams, etc.) and any alterations to the Billboard must comply with the Landlord's site plan approval and are subject to the Landlord's consent (such consent not to be unreasonably withheld), except that no consent of Landlord shall be required for changes to vinyl or repairs or replacements to existing components of the Billboard. This Lease includes all necessary ingress and egress to and from the Premises from the Property for access and utilities. The Premises consist of a portion of the Landlord's property located at I-15 East Line ~~500'~~
300' South of Alta in Clark County, Nevada.

2. **Term.** The term of this Lease shall be Five (5) years beginning on the date Tenant has received all necessary governmental approvals for the construction of the Billboard and construction of the Billboard is complete and all governmental authorizations necessary to advertise on the Billboard have been obtained (the "Commencement Date") and ending on the Fifth (5th) anniversary of the Commencement Date hereof or such earlier date as this Lease may be terminated in accordance with its terms. In the event the Commencement Date has not occurred within four (4) months of the date hereof, either party shall have the right to terminate by written notice to the other. Upon receipt of all required approvals, Tenant shall construct the Billboard within 60 days following receipt of all required permits. Provided Tenant has promptly commenced its work, Tenant shall be entitled to one 30 day extension of time to complete construction of the Billboard.

RECEIVED

DEC 6 8 2002

SDR-68051

Dept of Planning
City of Las Vegas

3. **Base Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord, an annual base rent of \$53,500 ("Annual Base Rent") payable in advance, on the first day of each month, in equal monthly installments of \$4,458.33 without notice, offset, or deduction of any kind. Commencing on the first anniversary of the date hereof, and on each subsequent anniversary during the term of this Lease, the Annual Base Rent shall be increased by one and one-half 1½% over the Annual Base Rent previously in effect.

4. **Percentage Rent.**

(a) **Defined Terms.** The following terms shall have the following meanings:

"**Base Gross Revenue**" shall mean 62.5% (i.e. 25% ÷ 40%) of Annual Base Rent.

"**Gross Revenue**" shall mean all moneys received by Tenant from the Billboard (less bona-fide third-party agency commissions not exceeding 16½%) including all finance charges and late fees and any deposits not refunded to customers. For purposes of the definition of "Gross Revenue" the term Tenant shall include any of Tenant's permitted subtenants, concessionaires, and licensees, if any. Tenant shall not have the right to grant complimentary use of the Billboard, trade the use of the Billboard or use it for Public Service Announcements.

(b) **Calculation of Percentage Rent.** Within 45 days after the end of each calendar quarter, Tenant shall submit to Landlord a statement certified by Tenant (by an authorized officer of Tenant) stating the Gross Revenue for such quarter. Tenant shall pay simultaneously with each quarterly report to Landlord, as percentage rent, for the calendar quarter, an amount equal to 40% of the excess, if any of Gross Revenue over Base Gross Revenue. For any partial calendar quarter at the beginning or end of the term, the Base Gross Revenue shall be pro-rated based on the actual number of days in such quarter. For the purpose of this paragraph, any partial calendar quarter at the beginning of the term shall be deemed to commence on the day the Tenant first installs advertising on the Billboard. Tenant shall require any permitted subtenants, concessionaires and licensees to furnish similar statements as are required hereunder. If Tenant shall fail to prepare and deliver said statement of Gross Revenue required herein, and such failure continues for a period of ten (10) days after written notice of such failure is received by Tenant (provided Landlord shall not be required to give such notice more than twice during any five (5) year period) Landlord may elect to make an audit of all books and records of Tenant which in any way pertain to or show Gross Revenue and to prepare the statement or statements which Tenant has failed to prepare and deliver. The statement or statements so prepared by Landlord shall be conclusively binding on Landlord and Tenant (unless Tenant first reimburses Landlord's actual costs of audit, in which case Tenant shall have the right to challenge the audit for a period of one year), and Tenant shall pay on

demand all expenses of such audit and of the preparation of any such statements and all sums as may be shown by such audit to be due as percentage rent.

4. **Renewal Option.** Tenant shall have the right to renew this Lease for three (3) additional five (5) year terms upon the same terms and conditions contained herein except that the Annual Base Rent last in effect shall be increased by the percentage increase, if any, in the consumer price index for urban wage earners in the metropolitan area where the Premises are located during the term last in effect. Commencing on the 1st anniversary of each renewal term, and annually thereafter, the Annual Base Rent shall also increase by 1½ % per annum.

5. **Use.** The Premises is leased for the sole purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing the Billboard, subject at all times to compliance with Landlord's site plan approval. Any changes to the original plans for the Billboard shall also require Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant is herewith, subject to the conditions contained herein, granted the sole and exclusive right to display advertising copy on the Billboard unless otherwise specified in this Lease. The Billboard shall always remain the property of, and may be removed by the Tenant at any time within thirty (30) days of the expiration of the term hereof or any extension. Notwithstanding the foregoing, in the event Tenant intends to replace or remove the Billboard at the end of the initial term of this Lease or any renewal thereof, Tenant shall give Landlord no less than 120 day's prior notice of Tenant's intent to remove (unless Landlord and Tenant are then in good faith negotiations for an extension of the term). Tenant shall notify Landlord's onsite management not less than 24 hours prior to entry by Tenant onto the Premises, except that in emergencies (i.e. imminent risk of injury to persons or property), notice shall be given as soon as possible. If the Billboard is not removed by Tenant within sixty (60) days after the expiration or termination of this Lease shall, at the Landlord's option either (i) be deemed abandoned, in which case ownership of the Billboard shall vest in Landlord, and Tenant shall execute a bill of sale for the Billboard upon payment by Landlord of the Billboard's Unamortized Value (defined in Section 9 below); or (ii) be deemed holdover possession by Tenant, in which case Tenant shall continue to be liable to Landlord for rent at the monthly rate of 200% of the monthly rent last payable by Tenant until such time as the Billboard is removed without liens. Tenant shall have the right to temporarily access the Billboard and the Premises from the Property at any time, subject to its obligation to provide Landlord with prior notice of entry, for the purposes specified above. Tenant shall use commercially reasonable efforts to coordinate the location, staging, and timing of its entry and operations at the Premises with Landlord's onsite management.

6. **Construction.** Tenant shall construct the Billboard strictly in accordance with plans and specifications previously provided by Landlord to

Tenant. All construction shall be performed by Tenant or Tenant's contractors, at Tenant's sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules and regulations. Other than contractors and subcontractors set forth on Exhibit C annexed hereto, all contractors and subcontractors performing work in or to the Premises shall be approved by Landlord (which approval shall not be unreasonably withheld or delayed) prior to the performance of any such work.

7. ***Liens.*** Tenant shall pay, when due and before any lien shall attach to the Premises, if the same may be lawfully asserted, all charges for electrical power furnished to the Billboard; and fully pay for all materials joined or affixed by Tenant to the Premises, pay for all taxes and assessments on the Premises and Billboard, and pay in full all persons who perform labor on behalf of Tenant upon the Premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be created or enforced against the Premises for any work done or materials furnished thereon at the request or on behalf of he Tenant. Tenant shall indemnify, defend and hold Landlord and harmless from and against any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or arising out of such work done, labor performed, or materials or other things furnished by or for Tenant on the Premises.

8. ***Insurance and Indemnification.*** Tenant shall maintain, at Tenant's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, replacement of the Billboard by Tenant and all other occurrences arising out of Tenant's use of the Premises. Such insurance shall name Landlord as an additional insured as their interests may appear and shall be in an amount not less than \$5,000,000 combined single limit and shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to Landlord. Tenant shall provide proof of such insurance no less frequently than annually. Tenant shall indemnify and hold Landlord and all of Landlord's affiliated companies, officers, directors and employees (all of such entities collectively being referred to as "Landlord Affiliates" for the purposes of this Section) from and against any and all liability arising out of Tenant's use of, or act or omission in connection with, the Premises. Such indemnification shall included but not be limited to reimbursing Landlord and/or Landlord Affiliates for all damages, costs, fees (including attorneys' fees), expenses and claims made against Landlord and/or Landlord Affiliates arising out of Tenant's use of the Premises. The obligation of Tenant to indemnify, defend and save harmless Landlord and Landlord Affiliates shall survive the termination of this Lease.

9. ***Relocation of Billboards.*** In the event Landlord intends to improve or develop the Premises or Property and such improvement or development would occupy the location of the Billboard, in whole or in part, in Landlord's sole

judgment, Landlord shall, by not less than sixty (60) days' prior notice, and, prior to commencement of work, delivery to Tenant of a copy of the site plan and all required building permits issued by the local government authority, designate relocation premises at a reasonable location of like value and exposure, and shall at Landlord's expense relocate the Billboard to such relocation premises as are reasonably acceptable to Tenant. In such event, the term "Premises" as used in this Lease shall mean the relocation premises. If Landlord is not able to relocate the Premises to a reasonably acceptable replacement location, then, Landlord shall have the right to terminate this Lease on not less than 90 days' prior written notice to Tenant, provided Landlord shall not have the right to terminate during the first five (5) years of this Lease unless Landlord pays Tenant, at termination, the Unamortized Value of the Billboard. When used in this Lease, the term "Unamortized Value" shall mean that amount which is equal to the Tenant's cost to construct and install the Billboard multiplied by a fraction, the numerator of which is 360 minus the number of months since the Commencement Date, and the denominator of which is 360. In each instance, payment of the Unamortized Value shall be contingent upon receipt by Landlord of a bill of sale for the Billboard.

10. **Assignment and Subletting.** Except for licensing its customers the right to place their advertising on the Billboard in the ordinary course of Tenant's business, Tenant shall not have the right to assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent Landlord may withhold or condition in its sole and absolute discretion.

11. **Termination.** Tenant shall have the right to cancel this Lease upon thirty (30) days prior written notice to Landlord if any of the following occur:

(a) Tenant's Billboard is or becomes Materially (defined below) obscured or destroyed through no fault of Tenant and Tenant chooses not to repair said signs (provided Tenant has the right, with respect to a casualty to elect to terminate under Section 16 below), Tenant to make such determination within the second to occur of (i) ninety (90) days after the event causing the destruction or obscuration (for the purposes hereof, "Material" shall mean a demonstrable reduction of achievable revenue for the obscured Billboard by 25% or more, based upon relevant comparisons to un-obscured comparable billboards) or (ii) the expiration of Tenant's then existing advertising contract; failure to make such determination shall be deemed a waiver by Tenant of such right to cancel. If Tenant terminates due to a casualty, Tenant must remove the Billboard within thirty (30) days of the effective date of termination and restore any damage to the Premises caused by such removal;

(b) continued use of the Premises as contemplated by this Lease poses a risk of injury to persons or property;

(c) A permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Premises such that the visibility of the Billboard is Materially obscured; or

(d) Tenant is prevented by any present or future law, regulation or ordinance from constructing or maintaining such the Billboard on the Premises, including by virtue of Tenant being unable (through no fault of Tenant) to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Billboard.

12. **Landlord's Covenants.** Landlord covenants to Tenant that it is the owner of the Premises and that it has the authority to make this Lease. Except as contemplated under Section 9, Landlord will not permit the construction of improvements or the growth of vegetation on the Property that Materially obstructs the view of the Billboard. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may cancel this Lease pursuant to Section 11(a), and receive a reimbursement of any prepaid rents or reduce the rent in proportion to Tenant's lost revenue while such obstruction continues.

13. **Tenant's Covenants.** Tenant covenants to Landlord that it will:

(a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;

(b) Keep all the Billboard and related property placed on the Premises by Tenant in good repair;

(c) Maintain the Premises and all improvements thereon in a clean and presentable manner, including but not limited to painting and cleaning the Billboard and display faces, in accordance with industry norms, cutting vegetation, removing litter, controlling bird roosting, removing bird waste, keeping the advertising copy current and in good condition at all times, and at any other times that deficiencies set forth above are cited by Landlord's on-site representative;

(d) Use its best efforts to promptly attempt to procure all permits necessary for construction and maintenance of the Billboard on the Premises, all at Tenant's sole cost and expense;

(e) Comply with all laws, regulations, requirements, ordinances, and rules including but not limited to any and all environmental laws, rules and regulations, and the terms of that certain Owner Participation Agreement dated June 9, 2002 between the City of Las Vegas Redevelopment Agency and Landlord ("Owner Participation Agreement") applicable to Tenant's intended activities including the

construction, erection, maintenance, replacement and removal of the Billboard on the Premises;

(f) Not place in or on nor bring in or on to the Premises, any hazardous substance as such term is defined under state or federal law (whichever definition being more expansive), unless Tenant has first advised Landlord of the nature of the materials in writing and then only to the extent such use and handling is in compliance with all applicable laws;

(g) Not accept or place any advertising in or on the Billboard for any business or service competitive with the Landlord's outlet shopping center business or that of any of its tenants on the Property; and

(h) Not accept or place any advertising on the Billboard of a character which Landlord reasonably deems objectionable or distasteful, including, but not limited to gentlemen's clubs, advertising containing nudity or profane language. Landlord shall promptly respond with an approval or disapproval of any proposed advertising presented in advance to Landlord.

14. Right of First Offer to Shopping Center Tenants; Landlord's Right to Lease Billboards. Subject to the rights of Tenant's customers whose agreements with Tenant with respect to the Billboard were in effect prior to the date hereof, Tenant shall offer, at its then current advertising rates, the right to advertise on the Billboard to the tenants and occupants of the Landlord's shopping center in coordination with Landlord's marketing representative or other designee. This offer shall apply only to the initial advertising period hereunder, and shall not apply after the first advertiser has posted copy on the Billboard. Tenant's offer shall be on such economic terms and with such commencement dates as Tenant is offering to its customers generally. If, during the term of this Lease, Tenant has no customers advertising on any face of the Billboard, and such vacancy shall continue for a period of 15 consecutive days, then Tenant shall display at no charge to Landlord (other than the cost of production and installation at Tenant's standard rates) an advertisement for Landlord's shopping center project until such time as Tenant has a bona fide customer for such billboard. In addition to the foregoing, subject to Tenant having space available on one or more outdoor advertising structures in the City of Las Vegas, Nevada, Tenant has agreed to provide advertising to Landlord on four existing billboard faces in the general Las Vegas market or, at Landlord's option, two billboard faces in the Las Vegas tourist market, in any case on billboards selected by Tenant, at no cost to Landlord (other than payment by Landlord of Tenant's standard charges for production vinyl at \$1.50/square foot).

15. Subordination and Attornment. This Lease and Tenant's interest herein are and shall be subject and subordinate to each and every ground lease, or mortgage now existing or hereafter made of the shopping center or any part thereof of which the Premises is a part and to all renewals, modifications,

replacements and extensions thereof, subject to receipt by Tenant of a non-disturbance agreement from Landlord's mortgagee on a form reasonably satisfactory to Tenant. This section shall be self-operative and no further instrument or subordination shall be required, provided that Tenant has received a nondisturbance agreement. In the event of (a) a transfer of Landlord's interest in the Premises, (b) the termination of any ground lease or (c) the purchase of the Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase pursuant to a power of sale contained in any mortgage, then in any of such events Tenant shall attorn to and recognize such succeeding party as Tenant's landlord under this Lease for the balance then remaining of the term, and Tenant shall promptly execute and deliver any instrument that such succeeding party may reasonably request to evidence such attornment. Notwithstanding the subordination set forth above, upon such attornment, this Lease shall continue in full force and effect as a direct lease between such succeeding party and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except the succeeding Landlord, who shall have succeeded by or through the rights of the holder of any mortgage, shall not be liable for any act or omission of Landlord prior to such lease termination or prior to such person's succession to title, nor be subject to any offset, defense or counterclaim accruing prior to such lease termination or prior to such person's succession to title, nor be bound by any payment of rent prior to such lease termination or prior to such person's succession to title for more than one month in advance or by any amendment or modification of this Lease or any waiver, compromise, release or discharge of any obligations of Tenant hereunder, unless such amendment, modification, waiver, compromise, release, discharge or prepayment shall have been expressly approved by the holder of any mortgage through or by reason of which succeeding Landlord shall have succeeded to the rights of Landlord under this Lease. If Tenant fails to execute, acknowledge or deliver any of the documents or instruments required under this Section, same shall be deemed a material default of Tenant Notwithstanding anything to the contrary provided in this Lease, in any instance where the consent of the holder of any ground lease or the holder of any mortgage may be required, Landlord shall not be required to give its consent until and unless the holder of any ground lease and/or the holder of any mortgage has given its consent. Nothing in this Section or elsewhere in this Lease shall be construed to require Landlord to give its consent to any matter to which Landlord's consent is required to be obtained. Tenant agrees that it will give prompt notice of Landlord's default in the performance of its obligations under this Lease to the holder of any mortgage (which shall include leasehold mortgages) to which this Lease is or shall be subordinate to if the default is of such nature as to (a) give Tenant a right to cancel and terminate this Lease, or (b) reduce or abate the rent, (c) credit or offset any amounts against future rents payable hereunder or (d) claim a partial or total eviction (constructive or otherwise); provided that Tenant shall not give or be obligated to give such notice to any such party unless Landlord shall have advised Tenant in writing of the effectiveness of this Section, the status of such party as the holder of any such mortgage and the address to which such notices should be sent. Any such holder shall have the right

(but not the obligation) to cure the default specified in such notice (which period shall in no event be less than the period to which Landlord would be entitled under this Lease to effect such remedy); and no such rights or remedies shall be exercised by Tenant until the expiration of said period or such additional time as may be reasonably required to cure any such default. This Lease shall be subject to any Declaration of Covenants, Conditions and Restrictions that may be promulgated from time to time and to which the operation and maintenance of the shopping center may be bound, as the same may be amended or established from time to time, provided same do not limit the right of Tenant to use the Premises for any of the purposes permitted herein and provided that Tenant has been made aware in writing of such conditions or restrictions. Tenant agrees to comply with the provisions of such documents and such obligations are considered an integral part of this Lease.

16. **Casualty and Condemnation.** Except as otherwise contemplated by Section 11(d), in the event of any damage to or destruction of the Billboard, rent hereunder shall not abate, and Tenant shall promptly cause such damage or destruction to be repaired and shall obtain, at Tenant's cost and expense, any required permits and approvals for such restoration work unless such damage or destruction occurs during the last year of the Term or any renewal, in which case Tenant shall have the right to terminate. In the event that all or a material portion of the Premises are taken by eminent domain such that the Billboard cannot continue to be operated, then, unless Landlord provides Tenant with suitable replacement Premises, this Lease shall terminate as of the date that the condemning authority takes possession of the Premises. The foregoing provisions on condemnation shall also apply in the event that Landlord elects to convey title to the Premises by deed in lieu of a threatened condemnation.

17. **Taxes and Assessments.** Tenant shall pay when due, all taxes levied during the term of this Lease upon the Premises or Billboard or Tenant's use of the Premises as well as any sales, use or similar taxes imposed upon the business activities of Tenant. Any taxes covered by the preceding sentence which are not billed directly to Tenant shall be apportioned by the Landlord and billed separately to Tenant.

18. **Utilities.** Tenant shall make all necessary arrangements for all utilities to be supplied to the Premises for use on the Billboard directly from the utility providers. Landlord shall permit Tenant the right to access utilities beneath Landlord's Property at such locations as are set forth on Exhibit A. Landlord shall not be liable to Tenant in damages or otherwise (including but not limited to loss of business) for any failure of Tenant to make arrangements with the appropriate utility companies for or to obtain any utilities or services; Tenant shall not be released or excused from the performance of any of its obligations under this Lease for any such failure or for any interruption or curtailment of any such utilities or services unless such failure, interruption or curtailment is caused by Landlord, and no such failure, interruption or curtailment shall constitute a constructive or partial eviction.

unless such failure, interruption or curtailment is caused by Landlord and not restored within a reasonable time. Tenant shall not permit or suffer any utility facility to be overloaded. Tenant shall pay directly to the utility companies or governmental units promptly as and when due all separately metered or assessed charges for utilities and services used or consumed by Tenant in or in connection with the Premises from the date Tenant and/or Tenant's contractors take possession of the Premises through the expiration of the term, including any utilities used by Tenant and/or Tenant's contractors during the performance of Tenant's initial installation.

19. Default and Remedies.

(a) **Late Charges, Etc.** Tenant acknowledges that late payment to Landlord of any rent or additional rent will cause Landlord to incur costs not contemplated by this Lease, the exact costs being extremely difficult to ascertain. Accordingly, if payment of any rent shall not have been paid by the fifth (5th) day following the date on which such amount was due and payable a late charge equal to the greater of (i) Fifty Dollars (\$50.00) and (ii) one and one-half percent (1½%) per calendar month or any part thereof (or the then maximum lawful interest rate), from the date on which such amount was due, on the amount overdue shall, at the Landlord's option, be payable as damages for Tenant's failure to make prompt payment. In addition to any other penalties or remedies available to Landlord in the event of any late payment by Tenant, if any check in payment of any rent is returned to Landlord by Tenant's bank by reason of insufficient funds, uncollected funds or otherwise, a return check administrative charge of Fifty Dollars (\$50.00) shall be payable to Landlord by Tenant. The late charges and return check administrative charges for any month shall be payable the first day of the following month, and in default of payment of any such charges, Landlord shall have (in addition to all other remedies) the same rights as provided in this Lease for nonpayment of rent. Landlord and Tenant agree that the foregoing late charges and return check administrative charges represent a reasonable estimate of the costs which Landlord will incur by reason of late payment by Tenant and returned checks, and are fair compensation to Landlord for its loss suffered by such late payment or returned check. Nothing in this Section contained and no acceptance of late charges by Landlord shall be deemed to extend or change the time for payment of rent.

(b) **Events of Default.** Each of the following shall be deemed to be an Event of Default by Tenant and a breach by Tenant hereunder: (a) the filing by or against the original Tenant named herein or the then named Tenant in any court, pursuant to any statute either of the United States or of any state, of a petition in bankruptcy or insolvency or a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of the original Tenant named herein or the then Tenant; or the making by the original Tenant named herein or the then Tenant of an assignment for the benefit of creditors, or the petitioning for or entering into an arrangement pursuant to any statute either of the United States or

of any state by the original Tenant named herein or the then Tenant, or the taking of this Lease under any writ of execution or attachment, or the dissolution or liquidation or the commencement of any action or proceeding for the dissolution or liquidation of the original Tenant named herein or the Tenant, (b) the passing of the Lease to or the devolution of this Lease upon any person(s) other than Tenant or a permitted assignee, whether by operation of law or otherwise, (c) the Premises being abandoned (i.e., the Billboard becoming vacant or deserted and remaining so for thirty (30) days after Landlord shall have given to Tenant a notice specifying the nature of such default (with no rent having been paid for such period), (d) the default in the payment of any rent or any part thereof when same is due, or in the making of any other payment herein provided for, and the continuance of such default for ten (10) days after Landlord shall have given to Tenant a notice specifying the nature of such default, (e) the default by Tenant or any affiliate of Tenant under any other lease with Landlord at the Property (other than a Payment Default), (f) the default in the performance of any other obligation of Tenant under this Lease, and the continuance of such default for 30 days after Landlord shall have given to Tenant a notice specifying the nature of such default, but if said default shall be of such a nature that it cannot reasonably be cured or remedied within said 30-day period, same shall not be deemed an Event of Default if Tenant shall have commenced in good faith the curing or remedying of such default within such 30-day period and shall thereafter continuously and diligently proceed therewith to completion, provided, however, that Tenant shall, in fact, cure such default within 90 days from the date the notice is given, or (g) if Tenant shall commit the same type of default more than three times in any period of 12 consecutive months, then, notwithstanding that such defaults shall have each been cured within the period after notice as hereinbefore provided in this Section 19, any further similar default shall be deemed to be deliberate and an immediate "Event of Default" (and if any further similar default shall occur Landlord, without affording Tenant an opportunity to cure such further default, may thereafter serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall be not less than three (3) days after such notice, and upon the date so specified this Lease shall terminate but Tenant shall remain liable as hereinafter provided). For the purposes of this Section 19, the term "affiliate" shall mean any person controlled by, controlling or under common control with the first person.

(c) **Remedies**. Tenant shall pay to Landlord, on demand, such expenses as Landlord may incur, including, without limitation, court costs and attorneys' fees and disbursements, in enforcing the performance of any obligation of Tenant under this Lease if the Landlord prevails in any such enforcement. During the continuance of any Non-Monetary Event of Default (as defined below) and after the expiration of any applicable notice and cure periods, in addition to any other rights Landlord may have at law or in equity for Tenant's default, Landlord shall have the right, at its option, to serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall not be less than three days after such notice, and upon the date so specified this Lease shall terminate. If this

Lease shall be terminated as provided above in this Section, Landlord or its agents, servants or representatives may, may take any action permitted in law or equity. In the event of the Event of Default mentioned subsection (d) of Section 19(b) (a "Monetary Default") which Event of Default is not cured within thirty (30) days after written notice from Landlord, Landlord shall immediately and *ipso facto*, without notice or other action by Landlord, become entitled to recover from Tenant, and Tenant shall, upon demand from Landlord, pre-pay to Landlord all the the base rent remaining due under the term, and upon such pre-payment, the Event of Default shall be deemed cured and no further base rent shall be payable for the remainder of such term. In all other defaults ("Non-Monetary Event of Default"), Landlord shall have all rights and remedies provided at law or in equity. In the event of any breach or threatened breach by Tenant of any of the covenants or provisions of this Lease or in the case of an Event of Default, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity; mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity.

(d) **Landlord's Self-Help.** In addition to the remedies listed above, Landlord shall have the right, on notice to Tenant following any Event of Default, to perform the obligation of Tenant, and Tenant shall pay to Landlord, immediately upon demand, the cost of performing such obligation of Tenant.

20. **Entire Agreement.** Except as set forth in this Section 19, this Lease constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter.

21. **Miscellaneous.** The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require. This Lease shall be binding on the respective successors, and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, at the addresses set forth at the beginning of this Lease or, in the alternative, via hand delivery or any recognized overnight delivery service. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Lease and the terms and conditions herein may not be modified except by a writing and signed by all parties hereto. Landlord may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. This Lease may be executed in counterparts with each copy having the full force and effect as if

one agreement were executed. This Lease may be executed via facsimile with the same force and effect as if one agreement were executed concurrently by all parties in person.

**SIMON/CHELSEA LAS VEGAS
DEVELOPMENT, LLC,**

By: **CPG Partners, L.P.,**

Operating Member

By: **Chelsea Property Group, Inc.,**

General Partner

By:

Name: Denise M. Elmer

Title: Vice President and General Counsel

WITNESS:

CLEAR CHANNEL OUTDOOR, INC.

Valerie Aytes 12/2/02

By:

Tiffany Palacios 12/2/02
Tiffany Palacios, General Manager



February 8, 2008

Simon/Chelsea Las Vegas Development, LLC
C/o CPG Partners, LP
Attn: Dennis Elmer, Vice President/General Counsel
105 Eisenhower Parkway
Roseland, NJ 07068

**RE: L#2603 – I-15 ES 800' S/O ALTA
L#7916 – I-15 ES 1800' S/O ALTA
L#8525 – I-15 ES 300' S/O ALTA**

Dear Landowner:

This letter will serve as notice that Clear Channel Outdoor will be exercising its option to extend the term of the existing Lease Agreements with Simon/Chelsea Las Vegas Development, LLC for an additional five (5) year term effective May 1, 2008 through April 30, 2013.

As stipulated in the Lease, the CPI will adjust the rent for Urban Wage Earners in the metropolitan area where the Premises are located. The rent will also be adjusted by the annual 1.5% increase at that time.

We appreciate your business and look forward to continuing a mutually beneficial business relationship over the coming years.

Should you have any questions, please do not hesitate to contact me at (702) 238-7214.

Sincerely,

CLEAR CHANNEL OUTDOOR

A handwritten signature in cursive script that reads 'Sheila Harris'.

Sheila Harris
Real Estate Representative



2880-B Meade Avenue, Suite 350 | Las Vegas, NV | 89102
T 702.238.7200 | F 702.238.7266

February 28, 2013

Simon/Chelsea Las Vegas Development LLC
C/O Terri Mannes AD
Las Vegas Premium Outlets
875 S. Grand Central Pkwy, Ste 1690
Las Vegas, NV 89106

RE: Lease 2603 - I-15 ES 800' S/O Alta
Lease 7916 - I-15 ES 1800' S/O Alta
Lease 8525 - I-15 ES 300' S/O Alta

Dear Landowner:

This letter will serve as notice that Clear Channel Outdoor will be exercising its option to extend the term of the existing Lease Agreements with Simon/Chelsea Las Vegas Development, LLC for an additional five (5) year term effective May 1, 2013 through April 30, 2018.

As stipulated in the Lease, the CPI will adjust the rent for Urban Wage Earners in the metropolitan area where the premises is located. The rent will also be adjusted by the annual 1.5% increase at that time.

We appreciate your business and look forward to continuing a mutually beneficial business relationship over the coming years.

Should you have any questions, please do not hesitate to contact me at 702-238-7240.

Thank you,

Clear Channel Outdoor

Sonia Bourque
Leasing Coordinator

2880-B Meade Avenue, #350
Las Vegas, NV 89102

O 702.238.7200
F 702.238.7257
clearchanneloutdoor.com

clearchannelOUTDOOR.com

APNs: 139-33-710-003 and 004

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

Simon/Chelsea Las Vegas Development, LLC
105 Eisenhower Parkway
Roseland, New Jersey 07068

6
1

12/9/12
Inst #: 201208300002717

Fees: \$21.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #003

08/30/2012 02:18:20 PM

Receipt #: 1290679

Requestor:

SIMON CHELSEA LAS VEGAS DEV

Recorded By: GILKS Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

The undersigned affirms that this document
does not contain the personal information of
any party.

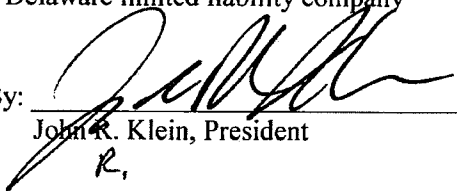
GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby
acknowledged, Simon/Chelsea Las Vegas Development, LLC, a Delaware limited liability company
("Grantor"), does hereby grant, bargain, sell and convey to Simon/Chelsea Las Vegas Development,
LLC, a Delaware limited liability company ("Grantee"), all of Grantor's right, title and interest in and to
that certain real property situate in the County of Clark, State of Nevada, which is more particularly
described on **Exhibit A** attached hereto and incorporated herein, along with any and all improvements,
hereditaments, and appurtenances thereto.

DATED as of this 22nd day of AUGUST, 2012.

Simon/Chelsea Las Vegas Development, LLC,
a Delaware limited liability company

By:


John R. Klein, President

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

RECEIVED

Dept of Planning
City of Las Vegas

STATE OF NEW JERSEY)

SS:

COUNTY OF ESSEX)

This instrument was acknowledged before me on August 22, 2012, by John R. Klein, as the President of Simon/Chelsea Las Vegas Development, LLC, a Delaware limited liability company.



Lori K. Lakhani
NOTARY PUBLIC
State of New Jersey
My Commission Expires:
August 9, 2015

Lori K. Lakhani
NOTARY PUBLIC
My Commission expires: 8/9/2015

ASSESSOR'S COPY

EXHIBIT A

Description of Property

(see attached)

ASSESSOR'S COPY

EXPLANATION:

THIS DESCRIBES A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE.

DESCRIPTION

LOT 1 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION", RECORDED IN BOOK 53, PAGE 61 OF PLATS, EXCEPTING THEREFROM THAT CERTAIN GRANT DEED, RECORDED JULY 25, 2002 IN BOOK 20020725, INSTRUMENT NO. 01343 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE SOUTH 81°10'15" WEST, 326.82 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 08°49'45" EAST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 95.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 08°49'45" EAST, AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 30.17 FEET TO THE BEGINNING OF REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 105.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 09°21'57" EAST; 2) EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 33.34 FEET; 3) NORTH 81°10'15" EAST, 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; 4) SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°33'56", AN ARC LENGTH OF 56.14 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS NORTH 50°44'11" EAST, AND BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID GRAND CENTRAL PARKWAY; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY OF BONNEVILLE AVENUE AND ALONG SAID WESTERLY RIGHT-OF-WAY OF GRAND CENTRAL PARKWAY THE FOLLOWING FOURTEEN (14) COURSES: 1) SOUTH 03°50'03" EAST, 70.14 FEET; 2) SOUTH 17°53'52" EAST, 41.15 FEET; 3) SOUTH 03°50'03" EAST, 6.93 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 450.00 FEET; 4) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'39", AN ARC LENGTH OF 249.45 FEET; 5) SOUTH 27°55'36" WEST, 754.36 FEET; 6) SOUTH 36°40'22" WEST, 30.97 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; 7) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°44'46", AN ARC LENGTH OF 3.82 FEET; 8) SOUTH 27°55'36" WEST, 118.09 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; 9) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°31'44", AN ARC LENGTH OF 5.47 FEET; 10) SOUTH 15°23'53" WEST, 20.30 FEET; 11) SOUTH 27°55'36" WEST, 781.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 550.00 FEET; 12) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°52'03", AN ARC LENGTH OF 152.32 FEET TO THE BEGINNING OF REVERSE

CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 77°56'27" WEST; 13) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°05'48", AN ARC LENGTH OF 42.84 FEET; 14) SOUTH 61°09'21" WEST, 213.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 15; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY OF GRAND CENTRAL PARKWAY AND ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 15 THE FOLLOWING FIVE (5) COURSES: 1) NORTH 30°17'25" WEST, 42.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 68.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 35°29'50" WEST; 2) WESTERLY AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°59'14", AN ARC LENGTH OF 116.29 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 600.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 62°29'24" EAST; 3) NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°32'59", AN ARC LENGTH OF 288.50 FEET; 4) NORTH 00°02'23" EAST, 333.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 6675.00 FEET; 5) NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°52'52", AN ARC LENGTH OF 1384.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF SAID INTERSTATE 15 AND ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 84°41'40" EAST, 159.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 560.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 00°10'42" EAST; 2) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°00'27", AN ARC LENGTH OF 88.04 FEET; 3) NORTH 81°10'15" EAST, 192.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 44°18'03" WEST; 4) NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC LENGTH OF 23.18 FEET; 5) NORTH 81°10'15" EAST, 473.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 39.02 ACRES, MORE OR LESS.

END OF DESCRIPTION.

BASIS OF BEARING

SOUTH 27°55'16" WEST, BEING THE BEARING OF THE EAST LINE OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



7-16-12
EXP. 12-31-12

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 139-33-710-003

b. 139-33-710-004

c. _____

d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 0

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value:

\$ 0

d. Real Property Transfer Tax Due

\$ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section X3

b. Explain Reason for Exemption: Conveyance from/to same entity in order to combine the above parcels. For mapping purposes.

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity: President/Grantor/Grantee

Signature _____

Capacity: agent

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Simon/Chelsea Las Vegas D. LLC

Address: 105 Eisenhower Pkwy

City: Roseland

State: New Jersey Zip: 07068

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Simon/Chelsea Las Vegas D. L

Address: 105 Eisenhower Pkwy

City: Roseland

State: New Jersey Zip: 07068

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

Print Name: Josh Correll

Escrow # _____

Address: 8345 West Sunset Rd.

City: Las Vegas, Nevada 89113

State: Nevada Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Existing off-premise advertising sign
Sign size: 20' T X 60'W OAH 40'

APN: 139-33-710-005

Zoning: PD

Ward:1

Location: 825 S. Grand Central Pkwy.

Embellishment not to exceed 120sq'
Or more than 50% of width of sign
face.



RECEIVED

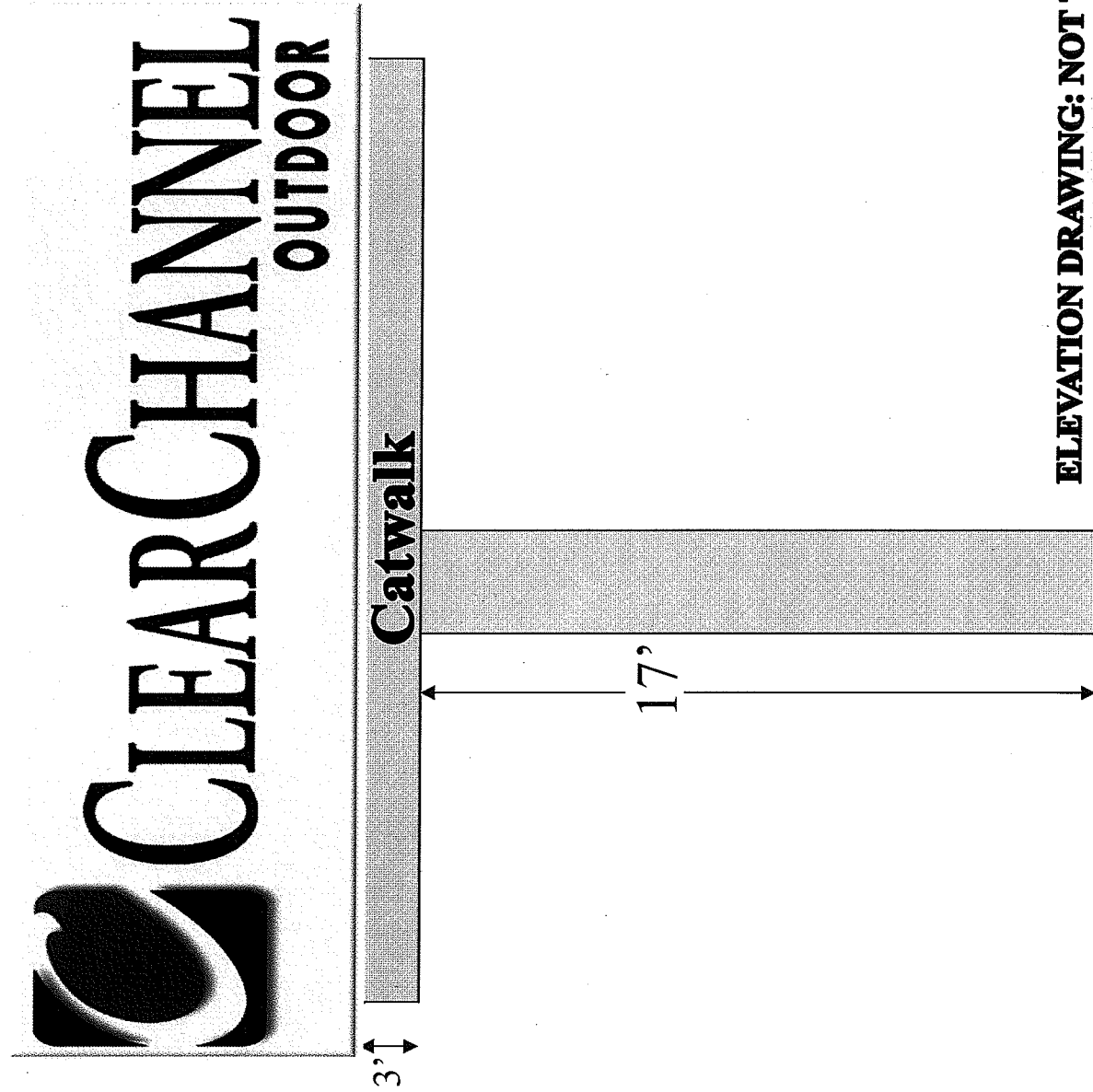
SDR-68051

Dept of Planning
City of Las Vegas

60'

20'

40'



ELEVATION DRAWING: NOT TO SCALE
RECEIVED

SDR-68051

7/1/99

Dept of Planning
City of Las Vegas

SDR-68051

GOLDEN NUGGET



Come for the party, **GOLD** stay for the view. **DIGGERS**

DRINK

DANCE

DOWNTOWN

GOLDEN NUGGET®

 **CLEAR CHANNEL**

64902
64912
64922

SDR-68051

30' W

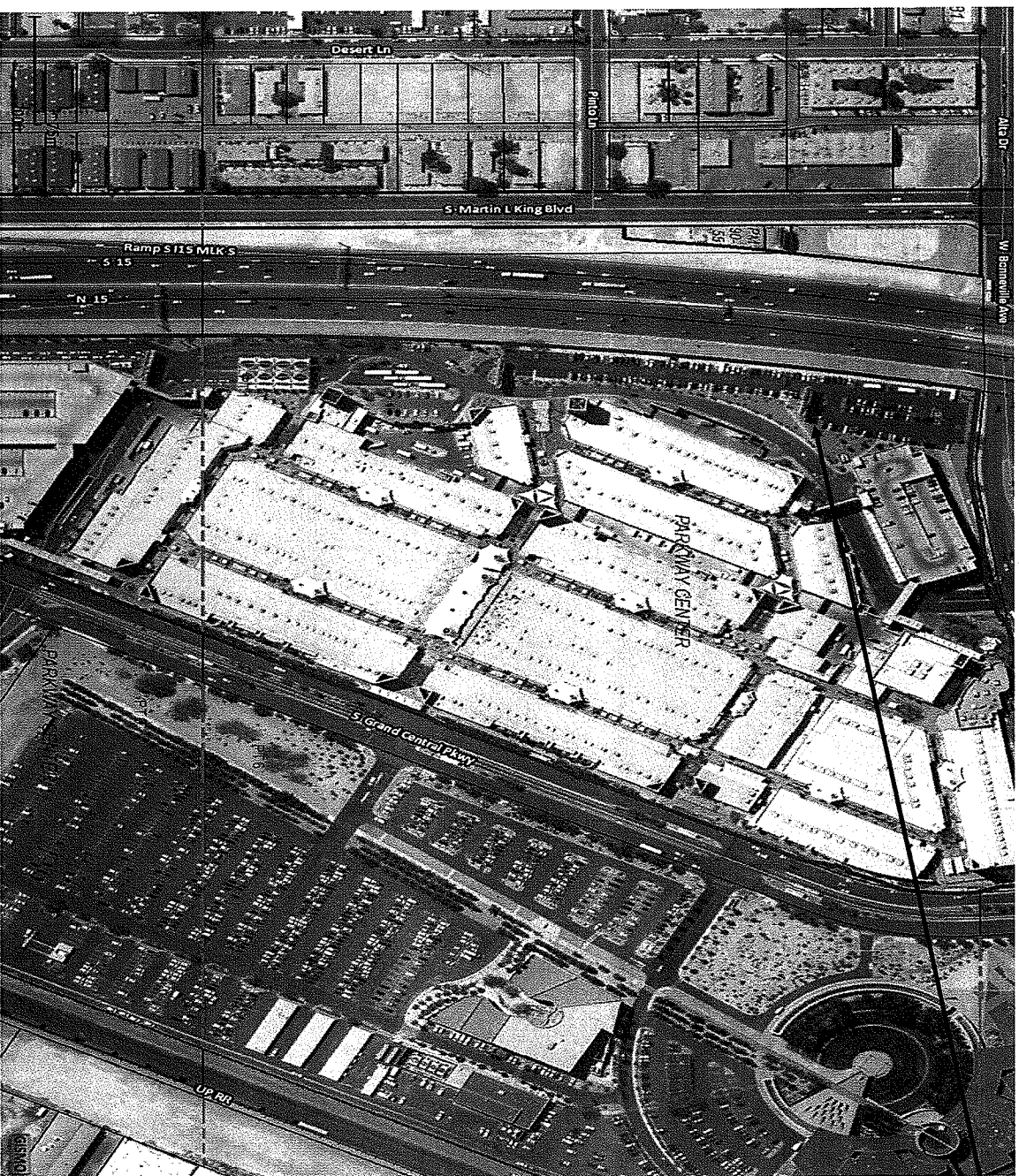
4' H

GOLDEN NUGGET

RECEIVED

11-22-00

Dept of Planning
City of Las Vegas



Existing off-premise advertising sign
Sign size: 20' T X 60' W OAH 40'

APN: 139-33-710-005

Zoning: PD

Ward: 1

Location: 825 S. Grand Central Pkwy.

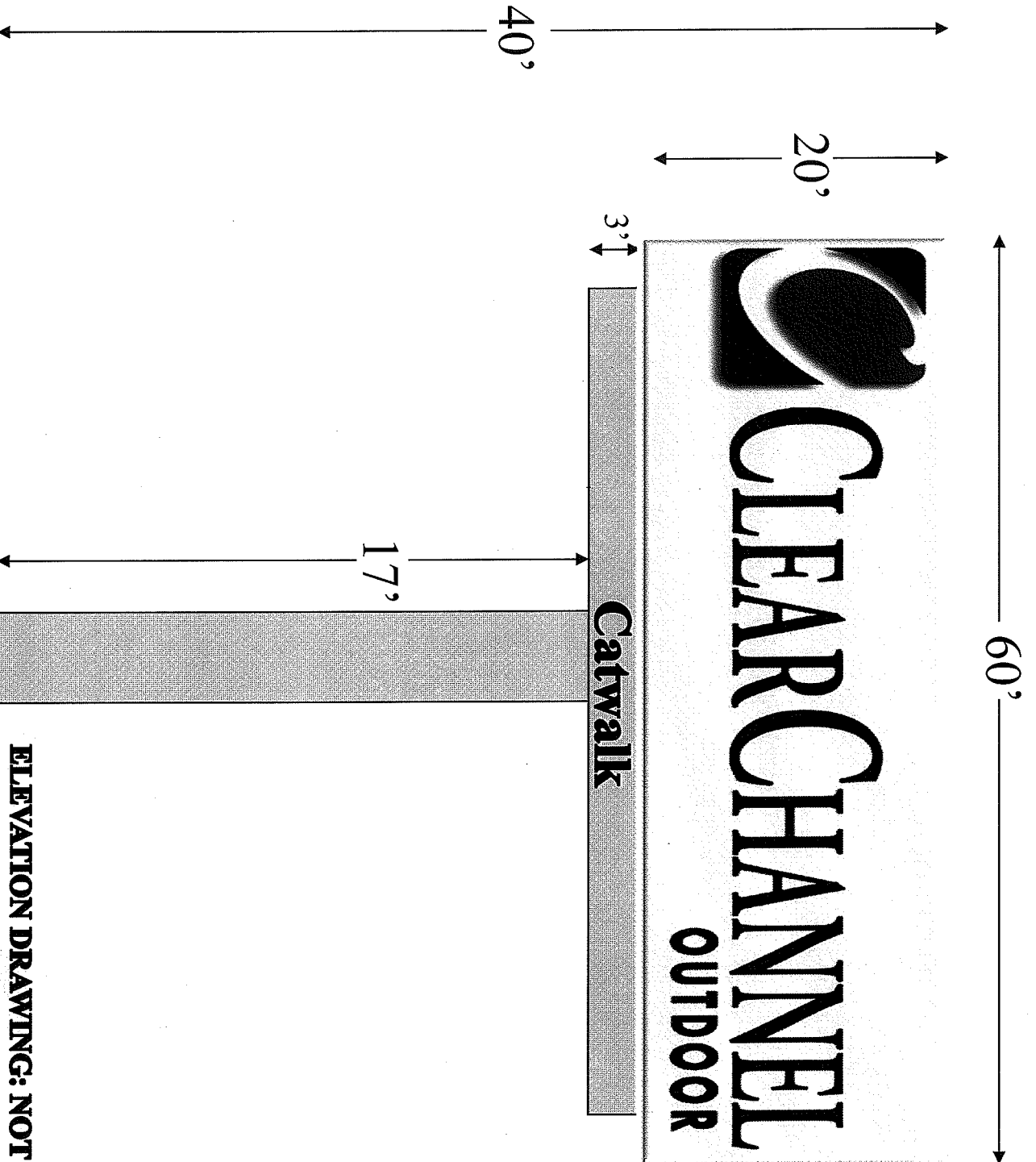
Embellishment not to exceed 120sq'
Or more than 50% of width of sign
face.



RECEIVED

City of Las Vegas
Dept of Planning
City of Las Vegas

SDR-68051



ELEVATION DRAWING: NOT TO SCALE

SDR-68051

SDR-68051

GOLDEN NUGGET

Come for the party,
stay for the view.

GO! D
D+G GERS



GOLDEN NUGGET®

64902
64912
64922

 CLEAR CHANNEL

4' H

30' W

GOLDEN NUGGET

RECEIVED

Dept of Planning
City of Las Vegas

SDR-68051