



**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

August 4, 2016

Safety Institute Building, LLC
PO Box 751523
Las Vegas, Nevada 89131

**RE: RQR-65210 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF AUGUST 17, 2016**

Dear Applicant:

The City Council at a regular meeting held on August 17, 2016 **APPROVED** a request on a Required Review of an approved (SUP-4521) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

This approval is subject to the following conditions:

Planning

1. Conformance to the conditions for Special Use Permit (SUP-4521).
2. This Special Use Permit (SUP-4521) shall be reviewed in three (3) year(s), 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. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (SUP-4521) 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 7-1-1

www.lasvegasnevada.gov



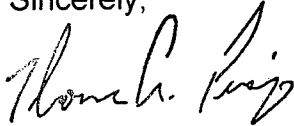
/city of las vegas

Safety Institute Building, LLC
RQR-65210 - Page Two
August 18, 2016

5. 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 August 18, 2016.

Sincerely,



Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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



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August 4, 2016

Safety Institute Building, LLC
PO Box 751523
Las Vegas, Nevada 89131

**RE: - RQR-65210 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF AUGUST 17, 2016**

Dear Applicant:

Please be advised the City Council at its regular meeting on **August 17, 2016** as referred to above, will consider your request. This meeting will be held at 1:00 P. 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, August 11, 2016** 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,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

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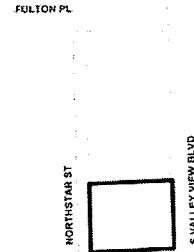


/city of las vegas

Application Information

RQR-65210 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: FIRST FINANCIAL COLLATERAL, INC. - For possible action on a Required Review of an approved (SUP-4521) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Application Location



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

Public Hearing Information

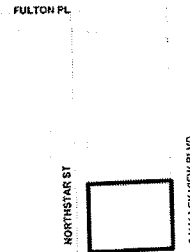
Meeting: City Council
Date: August 17, 2016
Time: 1:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada

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, 2nd Floor, City Hall, 495 South Main Street, 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-65210 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: FIRST FINANCIAL COLLATERAL, INC. - For possible action on a Required Review of an approved (SUP-4521) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

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Public Hearing Information

Meeting: City Council
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495 South Main Street, 2nd Floor
Las Vegas, Nevada

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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-65210 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: FIRST FINANCIAL COLLATERAL, INC. - For possible action on a Required Review of an approved (SUP-4521) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

CITY COUNCIL: AUGUST 17, 2016

PLANNING SUPERVISOR: STEVE GEBEKE



PUBLIC HEARING

Comments Due: JULY 20, 2016

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 (asgebeke@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-65210** APN: 139-31-801-002

Name of Property Owner: Safety Institute Building 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: _____

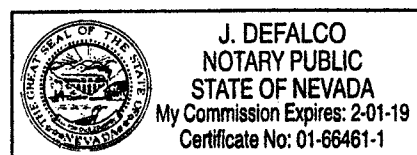
Signature of Property Owner: [Signature]

Print Name: Lannia Jones authorized Rep

Subscribed and sworn before me

This 5 day of July, 2016

[Signature]
Notary Public in and for said County and State



RECEIVED



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: RQR-65210
 Project Address (Location) 820 South Valley View Boulevard
 Project Name Clear Channel Billboard Proposed Use existing
 Assessor's Parcel #(s) 139-31-801-002 Ward # 1
 General Plan: existing ☒ proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information Required Review of an existing off-premise advertising sign located at 820 South Valley View BLVD.

PROPERTY OWNER Safety Institute Bld. LLC. Contact _____
 Address PO Box 751523 Phone: _____ Fax: _____
 City Las Vegas State NV Zip 89131
 E-mail Address _____

APPLICANT Clear Channel Outdoor Contact Lonnie Jones
 Address 7370 Dean Martin Dr. Suite 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]

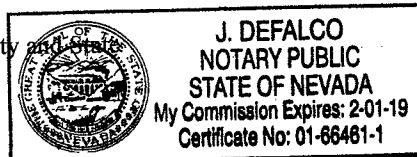
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Lonnie Jones

Subscribed and sworn before me

This 5 day of July, 20 16.

[Signature]
 Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>RQR-65210</u>
Meeting Date:	<u>8/17/16</u>
Total Fee:	<u>\$ 800.00</u>
Date Received:*	<u>7/5/16</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.

Dept of Planning
 City of Las Vegas
 f:\depot\Application Packet\Application Form.pdf



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BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 22, 2013

FIRST FINANCIAL COLLATERAL INC
% B GIFFIN
751 City Center Drive
Carmel, Indiana 46032-7574

RE: RQR-49210 - REQUIRED REVIEW - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 21, 2013

Dear Applicant:

The City Council at a regular meeting held August 21, 2013, APPROVED the Required Review of an approved (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 22, 2013. This approval is subject to:

Planning

1. Conformance to the conditions for Special Use Permit (SUP- 4521).
2. This Special Use Permit (SUP-4521) shall be placed on an agenda closest to August 18, 2016 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. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (SUP-4521) 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
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-65210



FIRST FINANCIAL COLLATERAL INC
RQR-49210 – Page Two
August 22, 2013

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

Sincerely,



Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite 350
Las Vegas, Nevada 89102

RQR-65210



July 5, 2016

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

RE: JUSTIFICATION LETTER FOR RQR-65210- Existing Off-Premise Advertising Billboard Sign
(APN No. 139-31-801-002)

Physical Address: 820 South Valley View Blvd.
Zoning c-1

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing Off-Premise Advertising Billboard Sign (RQR 65210) located at 820 South Valley View Blvd. Our Off-Premise Advertising Billboard Sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request our Required Review of our existing Off-Premise Advertising Billboard Sign / renewal permit to be approved.

Should you have any questions or concerns please contact me directly at 702.238.7215

Thank you kindly,

A handwritten signature in black ink, appearing to read 'Lonnie Jones'.

Lonnie Jones
Real Estate Representative
Clear Channel Outdoor
7370 Dean Martin Drive, Suite 407
Las Vegas, NV 89139
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

RECEIVED
RQR-65210
JUL 05 2016

Dept of Planning
City of Las Vegas

Clear Channel Outdoor
7370 Dean Martin Drive Suite 407 Las Vegas, NV 89139
Call 702.238.7200 / Fax 702.238.7266 / Visit ClearChannelOutdoor.com / Follow @CCOutdoor



LAS VEGAS
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STAVROS S. ANTHONY
MAYOR PRO TEM

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STEVEN D. ROSS
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BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 1, 2016

Safety Institute Building, LLC
PO Box 751523
Las Vegas, Nevada 89131

RE: **RQR-65210 - REQUIRED REVIEW - SPECIAL USE PERMIT**
PREVIOUS CASE(S): SUP-4521, RQR-49210
820 South Valley View Boulevard (APN 139-31-801-002)

Dear Applicant:

Our records indicate the above referenced action will be scheduled for the **August 17, 2016** 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 **July 9, 2016** 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,

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

cc: Mr. Mike Overbo
Mr. Lonnie Jones
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

RECEIVED

JUL 05 2016

Dept of Planning
City of Las Vegas

CLARK CHANNEL OUTDOOR LEASE AGREEMENT

L#4975

1. This Lease Agreement ("Lease") is effective November 1, 2005 and entered into between **Bright Path LLC** ("Landlord") and **Clear Channel Outdoor, Inc.**, a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as **Valley View WS 1000' N/O Charleston** in the County of **Clark** in the State of **Nevada** ("Property") whose permanent property tax number is **APN# 139-31-801-002** and legal description is attached as **Exhibit A**. The Property is leased 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 "Structure").

2. This Lease shall be in effect for an initial term of **Five (5) years**, commencing on ~~(Completion Date)~~ **November 1, 2005**. This Lease shall continue in full force and effect for its initial term and thereafter for subsequent like terms, unless not less than ninety (90) days before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. In the event Tenant is unable to complete construction of the Structure, Tenant may terminate this Lease upon notice to Landlord.

3. Tenant shall pay Landlord rent in the amount of ~~One Hundred Dollars (\$100.00) for the period of time prior to complete construction of the Structure. On the date construction is completed~~ (or if this Lease is a renewal of an existing lease, then upon the commencement date above) rent shall commence at the rate of **\$7,800.00** per year paid in equal monthly installments of **\$650.00** per month for the full term of the lease.

4. This Lease, including the "Standard Terms and Conditions" and Exhibit A attached hereto and incorporated herein by reference, represents the entire agreement of Tenant and Landlord with respect to the Structure and the Property and supersede any previous agreement.

5. Additional Terms. _____

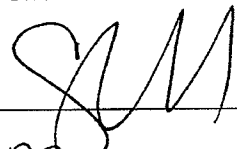
TENANT:

CLEAR CHANNEL OUTDOOR, INC.

By: 
William Kurr
Its: President
Branch Address: 2880-B Meade Ave
Suite 350
Las Vegas, NV 89102
Tel No. (702) 382-5020 Date: _____

LANDLORD:

BRIGHT PATH LLC

By: 
Its: Managing Member
Printed Name of Landlord: Bright Path LLC
Address: 4027 820 S Valley View Blvd.
LAS VEGAS, NV 89107
Tel No. (702) 435-4175 Date: 88-031 8805 Feb 23, 2005
SS or Tax ID No. 88-0515465

RECEIVED

JUL 05 2005

Dept of Planning
City of Las Vegas

STANDARD TERMS AND CONDITIONS

1. This Lease includes all rights of ingress and egress over the Property necessary to legally access the Structure from a public roadway. Tenant may license the use of the Structure, or any portion thereof, for any lawful purpose.
2. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Tenant the right of first refusal to match any offer acceptable to Landlord for the use or purchase of all or any portion of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Tenant. Tenant shall then have ten (10) business days in which to match such offer by giving notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease. Tenant shall have the right to terminate this Lease at the end of any monthly period during the initial term or any subsequent term upon notice to Landlord served not less than thirty (30) days prior to the end of such monthly period. If a government or quasi-government entity acquires the property, then the lease shall be extended to the date which is 30 years from the date of acquisition.
3. Tenant is the owner of the Structure and has the right to remove the Structure at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, the Structure is removed, materially damaged or destroyed, all rent payments shall cease until the Structure is rebuilt. If the Structure is removed for any reason, only the above-ground portions of the Structure need be removed. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structure, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Tenant shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option.
4. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structure. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove the Structure, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising.
5. If, in Tenant's sole opinion: (a) the view of the Structure's advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structure's value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structure; or (h) the Structure's use is prevented or restricted by law, or Tenant is required by any governmental entity, regulation or ordinance to reduce the number of billboards operated by it in the city, county or state in which the Structure is located (whether or not Tenant is specifically required to remove the Structure); then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.
6. If the Structure or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structure is visible is relocated, Tenant shall have the right to relocate the Structure on Landlord's remaining property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structure and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.
7. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.
8. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.
9. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to the Structure or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.
10. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.
11. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor (any person or entity operating or investing in the outdoor advertising industry) of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. For a period of five years after the date of the expiration or termination of this Lease, Landlord shall not allow the Property to be used for advertising purposes by any party except Tenant, whether by lease, license, easement or otherwise. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

EXHIBIT A

Legal Description

A.P.N.: 139-31-801-002
File No: NCS-636082-HHLV (MS)
R.P.T.T.: \$3,378.75 C

Inst #: 201401280001423
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$3378.75 Ex: #
01/28/2014 02:28:34 PM
Receipt #: 1915426
Requestor:
FIRST AMERICAN TITLE NCS LA
Recorded By: ECM Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

When Recorded Mail To: Mail Tax Statements To:
Safety Institute Building, LLC
PO Box 751523
Las Vegas, NV 89131

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

First Financial Collateral, Inc.

do(es) hereby *GRANT, BARGAIN and SELL* to

Safety Institute Building, LLC, a Nevada limited liability company

the real property situate in the County of Clark, State of Nevada, described as follows:

PARCEL I:

THAT PORTION OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 109.00 FEET OF PARCEL TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 31 OF PARCEL MAPS, PAGE 49 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PEDESTRIAN AND VEHICULAR TRAFFIC AND PARKING AS SET FORTH IN THE CERTAIN RECIPROCAL EASEMENT OF INGRESS, EGRESS (ACCESS) AND PARKING, RECORDED FEBRUARY 13, 1986 IN BOOK 860213 AS DOCUMENT NO. 00260 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

RECEIVED

JUL 05 2013

Dept of Planning
City of Las Vegas

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 01/17/2014

ASSESSOR'S COPY

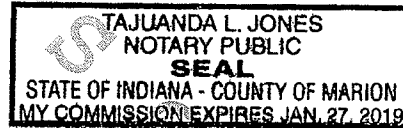
First Financial Collateral Inc.

By: *Brian Griffin*
Its: AVP, SPECIAL ASSETS OFFICER

STATE OF INDIANA)
COUNTY OF _____) : SS.

This instrument was acknowledged before me on _____ by
Brian Griffin, AVP, SPECIAL ASSETS OFFICER of First Financial
Collateral, Inc..

Tajuanda L. Jones
Notary Public
(My commission expires: JAN. 27, 2019)



This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
January 17, 2014 under Escrow No. **NCS-636082-HHLV**.

TAJUANDA L. JONES
EXP. 1-27-19

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-31-801-002
b) _____
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

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a) Total Value/Sales Price of Property: _____

\$662,500.00

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

(\$ _____)

c) Transfer Tax Value: _____

\$662,500.00

d) Real Property Transfer Tax Due _____

\$3,378.75

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: [Signature]

Capacity: [Signature]

X Signature: [Signature]

Capacity: [Signature]

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: First Financial Collateral Inc.

Safety Institute Building,

Print Name: LLC

Address: 751 City Center Drive

Address: PO Box 751523

City: Carmel

City: Las Vegas

State: IN Zip: 46032

State: NV Zip: 89131

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

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-636082-HHLV MS/kh

Address: 2500 Paseo Verde Parkway, #120

City: Henderson

State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 139-31-801-002
b) _____
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

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: \$662,500.00
b) Deed in Lieu of Foreclosure Only (value of _____) (\$ _____)
c) Transfer Tax Value: \$662,500.00
d) Real Property Transfer Tax Due \$3,378.75

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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: [Signature]

Capacity: GRANTOR

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: First Financial Collateral Inc.
Address: 751 City Center Drive
City: Carmel
State: IN Zip: 46032

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Safety Institute Building,
Print Name: LLC
Address: PO Box 751523
City: Las Vegas
State: NV Zip: 89131

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

First American Title Insurance
Company National Commercial
Print Name: Services
Address: 2500 Paseo Verde Parkway, #120
City: Henderson

File Number: NCS-636082-HHLV MS/kh
State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)



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

June 15, 2016

Safety Institute Building, LLC
PO Box 751523
Las Vegas, Nevada 89131

**RE: RQR-65210 - REQUIRED REVIEW - SPECIAL USE PERMIT
PREVIOUS CASE(S): SUP-4521, RQR-49210
820 South Valley View Boulevard (APN 139-31-801-002)**

Dear Applicant:

Our records indicate the above referenced action will be scheduled for the **August 17, 2016** 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 **July 9, 2016** 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. Mike Overbo
Mr. Lonnie Jones
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

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

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ 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



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 #

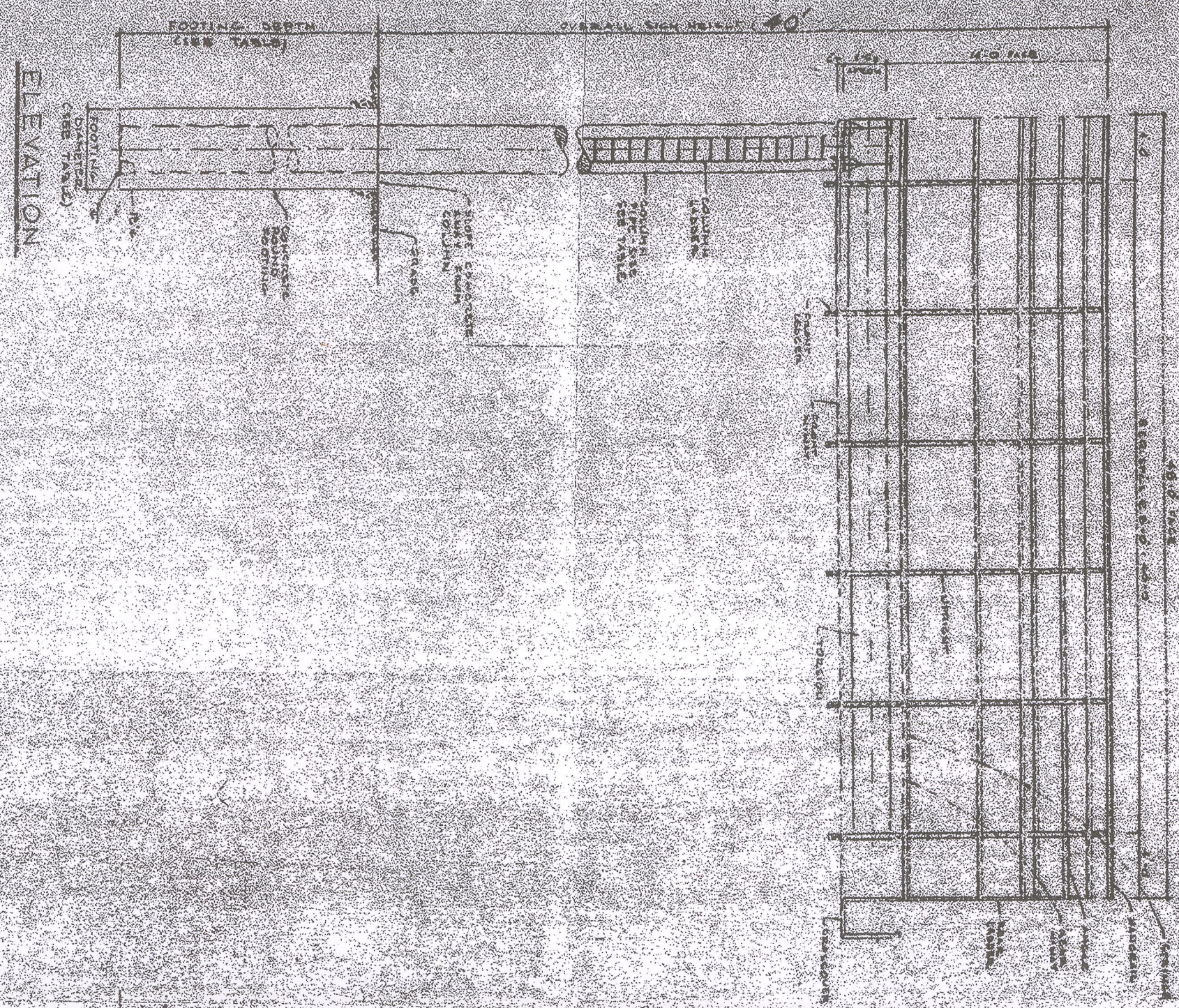
Meeting Date:

Total Fee:

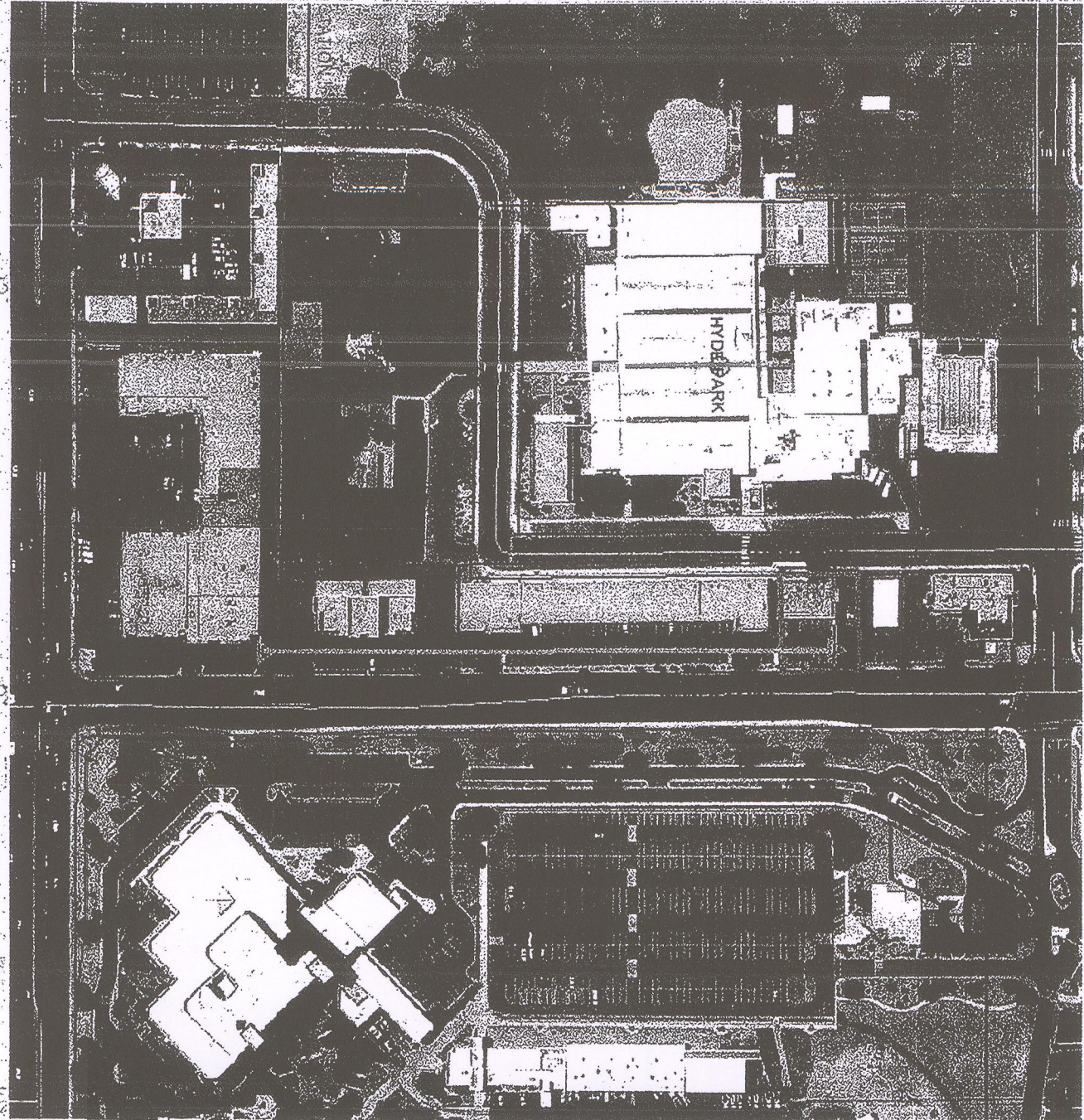
Date Received:*

Received By:

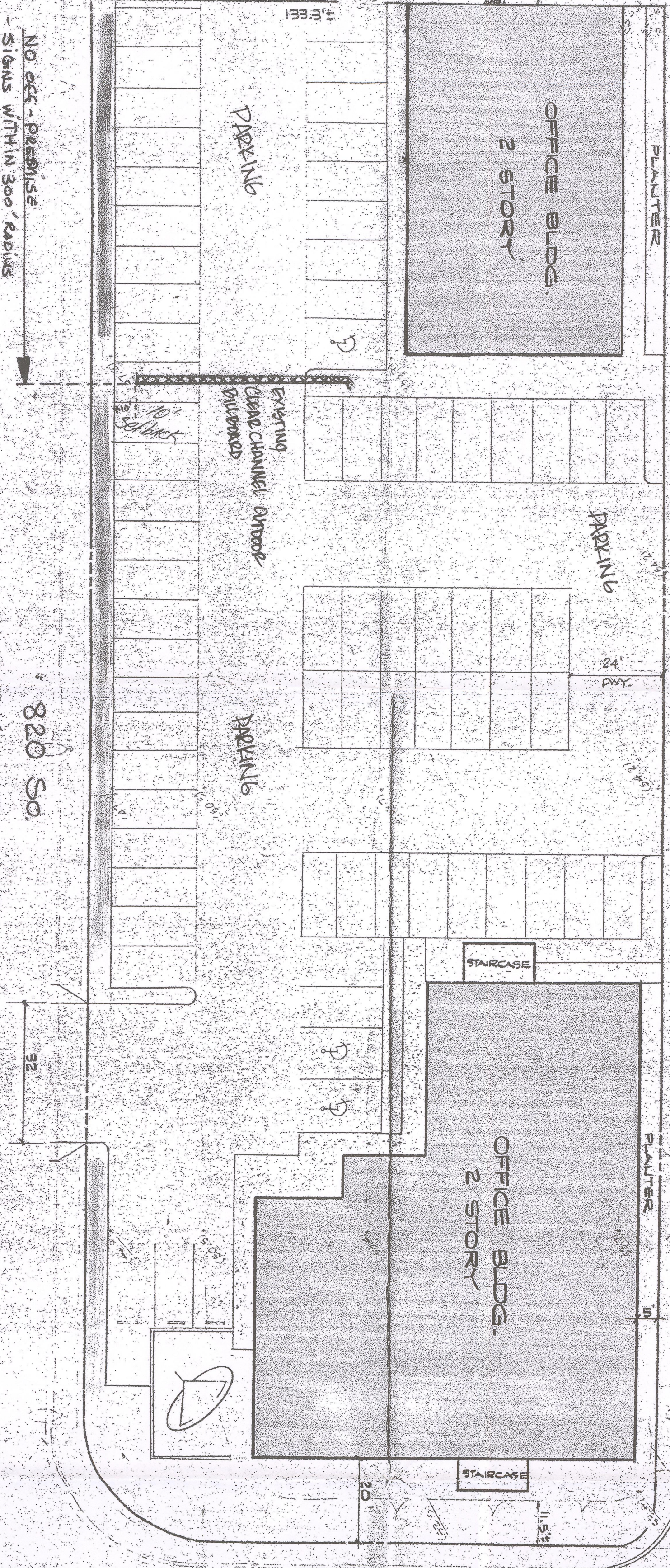
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



1998' FROM ANOTHER SET BECAUSE ADJUTANTS ARE
SLOW (PROPOSED). WHERE 300' IS CODE.



EX. BLDG.



- NO CCS - RESIDENCE
- SIGNS WITHIN 300' RADIUS
- ASSESSOR'S PARCEL #164 34 601 001
- NO RESIDENTIAL USE WITHIN 300' RADIUS
- LOCATION IS CONFORMING TO TITLE 19A ONLY OF LAS VEGAS BUILDING & SIGN CODE.

820 SO. VALLEY VIEW BL.

PARKING SPACES AVAILABLE = 73

AERIAL PROVIDED BY WWW.ASSESSORS.NET SQFT
338' FROM RESIDENTIAL USE

SITE PLAN RQR-65210

08/17/16 CC

CHANNEL 15

REV. NO.	DESCRIPTION	BY	APPROVAL	DATE
1	ELIMINATE DWY. ON HINSON	JP		
2	REVERSED NORTH ARROW	JEP		



ALCA ENGINEERING & SURVEYING INC.
CIVIL ENGINEERING & SURVEYING
2765 SOUTH HIGHLAND DRIVE • SUITE 100
LAS VEGAS, NEVADA 89109 • (702) 732-2105

RECEIVED
City of Las Vegas
08/17/16

SCALE: 1" = 20' SCALE (N) 0" = 0'

DESIGN: J.E.P. (12-16-85)

SECTION: 31, 1203, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

JOB NO. 7805-2-11

SHEET 11 OF 11

08/17/16