



**LAS VEGAS
CITY COUNCIL**

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BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 2, 2016

W.H. Bailey Family Trust
John Bailey
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

RE: Embellishment on an existing Off-Premise Sign located at 208 East Sahara Avenue: SDR-65729

Dear Mr. Bailey:

It has been determined that the proposed addition of a 72.00 square-foot Embellishment on an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 208 East Sahara Avenue meets the standard for approval as defined in Title 19.12.120 of the Unified Development Code of the City of Las Vegas, subject to the following.

1. Conformance to the submitted elevations dated July 19, 2016.
2. All previously approved entitlements for embellishments not depicted on the plans date stamped July 19, 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

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

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

VOICE 702.229.6301
FAX 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov



/city of las vegas

2014 WINNER OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AWARD



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Minor site development review

Project Address (Location) 208 E. Sahara Ave.

Project Name Panel 1064 Extension Proposed Use _____

Assessor's Parcel #(s) 162-03-413-023 Ward # 3

General Plan: existing _____ proposed _____ Zoning: existing C-1 proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information Application for an embellishment on an existing billboard

PROPERTY OWNER WH Bailey Family Trust Contact John Bailey

Address 8984 Spanish Ridge Ave. Phone: _____ Fax: _____

City Las Vegas State NV Zip 89148

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive Phone: (702) 873-4600 Fax: (702) 873-4344

City Las Vegas State NV Zip 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ Contact _____

Address _____ Phone: _____ Fax: _____

City _____ State _____ Zip _____

E-mail Address _____

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

Property Owner Signature* _____

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

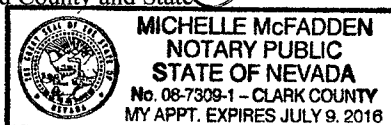
Print Name Christopher Prickett (Authorized agent)

Subscribed and sworn before me

This 7th day of July, 20 16.

Michelle McFadden

Notary Public in and for said County and State



Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case #	<u>SDR-65729</u>
Meeting Date:	<u>7/15/16</u>
Total Fee:	<u>500.00</u>
Date Received:*	<u>7/19/16</u>
Received By:	<u>M Kelly</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.



LAMAR ADVERTISING COMPANY

July 18, 2016

City of Las Vegas Planning Department
333 N. Rancho Dr.
Las Vegas, NV 89106

**RE: Site Development Plan Review for an embellishment on an existing billboard sign at
208 E. Sahara Ave.**

Dear Sir:

Please accept this justification letter as part of this application for an embellishment on an existing billboard located at (address). The proposed embellishment meets all current code requirements pertaining to size, dimension and location as described in section 19.12.120 (C) (4) of the Title 19 Unified Development Code.

Please do not hesitate to call me with any questions you may have and thank you for your consideration in this matter.

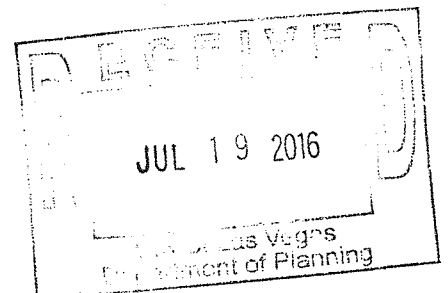
Sincerely,

A handwritten signature in black ink, appearing to read "Scott Nantzger", written over a horizontal line.

Scott Nantzger
Lease Manager
Lamar Central Outdoor, LLC

SDR-65729

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



Inst #: 20150804-0001644

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

08/04/2015 02:56:06 PM

Receipt #: 2517174

Requestor:

SOLOMON DWIGGINS & FREER LT

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 162-03-413-023

RECORDING REQUESTED BY:

Solomon Dwiggin & Freer, Ltd.

Dana A. Dwiggin, Esq.

9060 W. Cheyenne Avenue

Las Vegas, Nevada 89129

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

John R. Bailey, Trustee of the Credit

Shelter Trust, a sub-trust of the W.H.

Bailey Family Trust, dated March 10,

1994, as amended

8984 Spanish Ridge Avenue

Las Vegas, NV 89148

(FOR RECORDER'S USE ONLY)

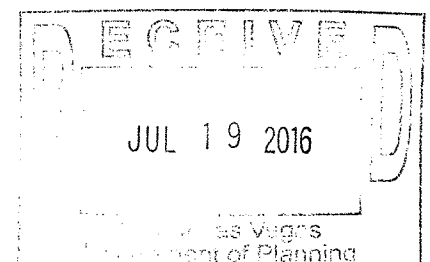
QUITCLAIM DEED

For no consideration, JOHN R. BAILEY, Successor Trustee of the W.H. BAILEY FAMILY TRUST, dated March 10, 1994, as amended, does hereby remise, release and forever quitclaim to JOHN R. BAILEY, Trustee of the CREDIT SHELTER TRUST, a sub-trust of the W.H. BAILEY FAMILY TRUST, dated March 10, 1994, as amended, all of the interest in the following described real property in the State of Nevada, County of Clark:

LOT FORTY-SIX (46) AND THE EAST TWELVE AND ONE-HALF (12 ½) FEET OF LOT FORTY-SEVEN (47) IN BLOCK ONE (1) OF PARADISE VILLAGE TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Commonly known as: 208 E. Sahara Avenue, Las Vegas, Nevada.

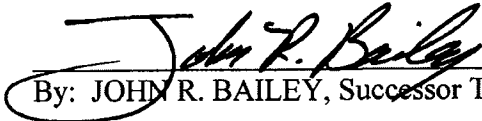
Subject To: 1. Taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights of Way and Easements now of record.



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

DATED this 30th day of July, 2015.

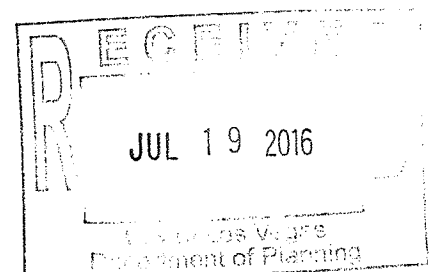
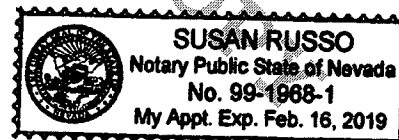
THE W. H. BAILEY FAMILY TRUST, dated
March 10, 1994, as amended


By: JOHN R. BAILEY, Successor Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This QUITCLAIM DEED was signed and attested to before me this 30th day of July, 2015, by JOHN R. BAILEY, as Successor Trustee of THE W.H. BAILEY FAMILY TRUST, dated March 10, 1994, as amended.


NOTARY PUBLIC



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a) 162-03-413-023

b) _____

2. Type of Property:

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

**FOR RECORDER'S OPTIONAL USE
ONLY**

Doc./Inst. #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$ 0.00

Deed in Lieu of Foreclosure Only (value of property):

(_____)

Transfer Tax Value:

\$ _____

Real Property Transfer Tax Due:

\$ _____

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 7

b. Explain Reason for Exemption: Transfer without consideration to or from a trust.

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.

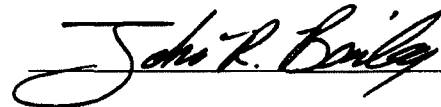
Signature:



Capacity:

GRANTOR, John R. Bailey, Successor
Trustee of the W.H. Bailey Family Trust,
dated March 10, 1994, as amended

Signature:



Capacity:

GRANTEE, John R. Bailey, Trustee of the
Credit Shelter Trust, a sub-trust of the W.H.
Bailey Family Trust,
dated March 10, 1994, as amended

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: John R. Bailey, Successor Trustee of
the W.H. Bailey Family Trust,
dated March 10, 1994, as amended

Address: 8984 Spanish Ridge Avenue

City: Las Vegas

State: NV Zip: 89148

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: John R. Bailey, Trustee of the Credit
Shelter Trust, a sub-trust of the W.H.
Bailey Family Trust, dated March 10,
1994, as amended

Address: 8984 Spanish Ridge Avenue

City: Las Vegas

State: NV Zip: 89148

COMPANY REQUESTING RECORDING (required if not seller or buyer)

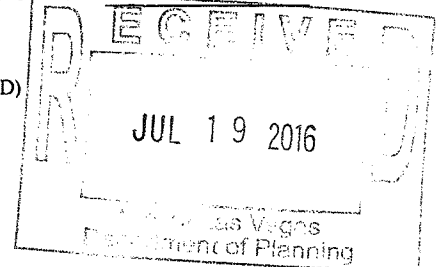
Print Name: SOLOMON DWIGGINS & FREER, LTD.

Escrow #: N/A

Address: 9060 W. Cheyenne Avenue

City, State, Zip: Las Vegas, Nevada 89129

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



Lamar Co # 257

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Renewal ~~XXX~~
Lease #257-414-01

James R. McIlwain

James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 24th day of April, 2013, by and between:

W.H. Bailey Family Trust and William H. & Anna L. Bailey TRS

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the operation, repair and maintenance of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment ~~due after the construction of the sign~~."

The premises are a portion of the property located in the County of Clark, State of Nevada, more particularly described as:

208 E. Sahara Avenue (APN 162-03-413-023)

1. This Lease shall be for a term of ten (10) years commencing on June 1, 2013 ("commencement date").

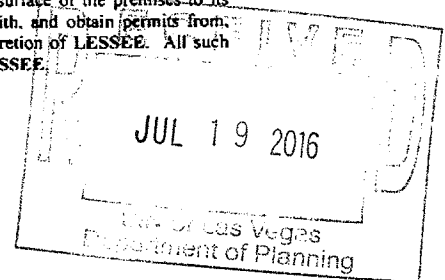
Upon expiration, this lease shall continue on a year to year basis unless LESSEE or LESSOR provides to the other, written notice of non-renewal at least sixty (60) days prior to the expiration of the original term ~~OR ANY BUSINESS YEAR.~~

2. LESSEE shall pay to LESSOR an annual base rental of [REDACTED] Dollars or 35% of gross space rent advertising revenue ("gross revenue"), whichever is greater. Base rent shall be payable monthly in advance in equal installments of [REDACTED] dollars each, with the first installment due on the commencement date. Percentage rent, if any is due, shall be paid annually within two weeks of the anniversary of the commencement date. Base rent shall be increased five percent (5%) annually on the anniversary of the commencement date. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within five hundred (500) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the billboard sign shall be the property of LESSEE.



6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. *Two Parties LESSOR* acknowledge that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of *LESSOR* *THE NON-DISCLOSING PARTY.*

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY:

Christopher Prokett
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

W.H. Bailey Family Trust and
William H. & Anna L. Bailey TRS: LESSOR

BY:

William H. Bailey
BY: *Anna L. Bailey*

DATE: 5 / 9 / 2013

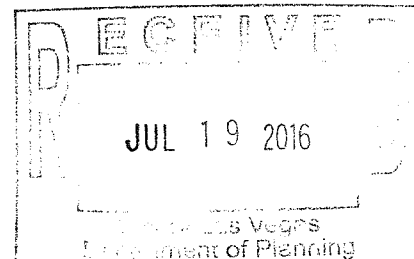
(702) 562-8820
LESSOR'S TELEPHONE NUMBER

269-20-1737
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

162-03-413-023
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
1863 Helm Drive
Las Vegas, NV 89119

Address of LESSOR:
W.H. Bailey Family Trust c/o John R. Bailey, Esq.
8984 Spanish Ridge Ave.
Las Vegas, NV 89148



48'

24'

SLS LAS VEGAS

3'

WIN UP TO

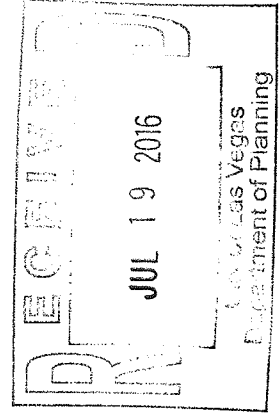
\$250,000 CASH WEEKLY

SATURDAYS, JULY 2 - AUGUST 20 • 8PM

14'

BILLBOARD: 14'X 48' = 672 sq. ft.
EMBELLISHMENT: 3'X 24' = 72 sq. ft.

SDR-65729



48'

24'

SLS LAS VEGAS

3'

WIN UP TO

\$250,000 CASH WEEKLY

SATURDAYS, JULY 2 - AUGUST 20 • 8PM

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SDR-65729

