LAS VEGAS CITY COUNCIL

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BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

September 15, 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 2441 Western Avenue: SDR-66612

Dear Mr. Jones:

It has been determined that the proposed addition of an Embellishment (install construction lights) on an existing 80-foot tall, 14-foot by 48-foot Off-Premise Sign located at 2441 Western Avenue 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 September 11, 2016.
2. All previously approved entitlements for embellishments not depicted on the plans date stamped September 11, 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 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Embellishment permit

Project Address (Location) Sahara, North Line, and Railroad

Project Name Clear Channel Billboard **Proposed Use** existing

Assessor's Parcel #(s) 162-04-498-001 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Application for a embellishment permit on an existing off-premise advertising sign located on the north side of Sahara west of UPR Railroad

PROPERTY OWNER Railroad ROW **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:** _____

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* Lonnie Jones authorized Rep

*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 1st day of September, 20 16.

J DeFalco

Notary Public in and for said County and State

J. DEFALCO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-01-19
Certificate No: 01-66461-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-66617
Meeting Date:	9/15/16
Total Fee:	500
Date Received:*	9/11/16
Received By:	MRex

*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.

f:\depot\Application Packet\Application Form.pdf

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-66612 Embellishment permit APN: 162-04-498-001

Name of Property Owner: Railroad ROW

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 1st day of September, 20 16

_____

Notary Public in and for said County and State

J. DEFALCO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-01-19
Certificate No: 01-66461-1

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Department of Planning

Clear Channel Outdoor

August 31, 2016

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

RE: JUSTTIFICATION LETTER FOR AN APPLICATION TO INSTALL an EMBELLISHMENT ON AN EXISTING OFF-PREMISE ADVERTISING BILLBOARD SIGN.
(APN No.162-04-498-001)
Sahara North line West of Railroad pass

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 off-premise advertising billboard. The embellishment will not exceed the specifications as required by Title 19A.

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

SDR-66612

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L#8819

UNION PACIFIC RAILROAD COMPANY
CONTRACTS & REAL ESTATE DEPARTMENT

R.D. UHRICH
ASSISTANT VICE PRESIDENT

ROOM 1100, 1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3753
FAX (402) 271-5493

J. A. ANTHONY
DIRECTOR-CONTRACTS & JOINT FACILITIES
D. D. BROWN
DIRECTOR-REAL ESTATE
J. L. HAWKINS
DIRECTOR-OPERATIONS SUPPORT
D. H. LIGHTWINE
DIRECTOR-REAL ESTATE
W. R. ULRICH
DIRECTOR-BUILDING SERVICES

Folder: 560-01, 560-02,
560-03, 560-04

D R Partners dba Donrey Outdoor Advertising Company
P.O. Box 4245
Las Vegas, Nevada 89127-0245

Gentlemen:

Attached is your original copy of our agreement, fully executed on behalf of the Railroad.

The Railroad has authorized the installation of **fiber optic cable** on its property at various locations. Prior to using the Railroad's property pursuant to this agreement, you should thoroughly review the terms and conditions of this agreement, contact the **Fiber Optic Cable Program at 1-800-336-9193**, and determine if fiber optic cable is located in proximity of the sign location.

The **federal taxpayer identification number** of the Union Pacific Railroad Company is 13-6400825 and it is doing business as a corporation.

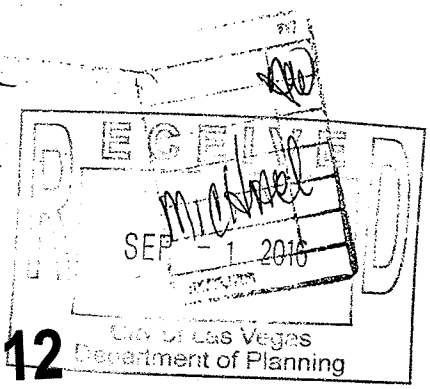
In accordance with the terms of this attached agreement, at least **48 hours** in advance of entering the railroad right of way, you should arrange to **notify the Superintendent** by contacting the:

Manager-Track Maintenance
Union Pacific Railroad Company
201 Claim Avenue
Las Vegas, Nevada 89106
(702) 388-9225

The current Manager-Track Maintenance is: D. G. GALLEGOS

Sincerely,

Martin D. Johnson
Manager-Real Estate



SDR-66612

L#8819

Folder 560-03

U. P. R. R. Co.
Agreement
Audit No. 177271

LEASE OF INDUSTRIAL
PROPERTY AT LAS VEGAS, NEVADA, FOR A SIGNBOARD

This Agreement made and entered into this 14th day of June, 1995 by and between **UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter "Lessor"), and **D R PARTNERS dba Donrey Outdoor Advertising Company**, a Nevada general partnership, to be addressed at P.O. Box 4245, Las Vegas, Nevada 89127-0245 (hereinafter "Lessee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. PREMISES; LOCATION; USE.

A. The Lessor, for and in consideration of the rental to be paid and the covenants and conditions to be performed by the Lessee as hereinafter provided, does hereby lease and let unto the Lessee, for the period and subject to the terms and conditions herein stated, that portion of the premises of the Lessor (hereinafter "Premises"), at or near **Las Vegas, Clark County, Nevada,** as described and shown in Article 4 below and in Exhibit B dated May 10, 1995, hereto attached and hereby made a part of this lease. The Premises leased under this agreement (hereinafter "Lease") may be used by the Lessee for the placement and operation of a signboard (hereinafter "Signboard"), which is described and shown in Exhibit B and in Article 4 below, and for other purposes incidental to the use and operation of the Signboard, but shall not be used for any other purposes unless the Lessee has received the prior written consent of the Lessor. The Signboard and any improvements associated therewith that are placed upon the Premises by the Lessee shall not become a part of the realty and shall always remain the personal property of the Lessee, except as set forth in Section 16 of Exhibit "A".

B. The grant of right herein made to the Lessee is subject to each and all of the terms, provisions, conditions, limitation and covenants set forth in these Articles of Agreement and in Exhibit A, hereto attached and hereby made a part of this Lease.

Article 2. TERM.

A. The term of this Lease is for the period of one year, commencing on **June 1, 1995,** unless sooner terminated as hereinafter provided.

B. Thereafter, so long as neither party is in default, this Lease will renew itself without further documentation from year to year until terminated as provided herein. Each renewal term will be upon the same terms and conditions set forth herein.

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including, without limitation, the Lessor's right to reevaluate the rental as provided in Article 3 below.

Article 3. RENTAL; RENTAL REEVALUATION.

A. Subject to the provisions of Paragraph B of Article 3 below, the Lessee covenants and agrees to pay to the Lessor, as rental for the use of the Premises during the term of this Lease, or any extension or renewal thereof, total annual rental in the amount of **TWENTY-FIVE PERCENT (25%)** of the Lessee's receipts from the display of advertising on the Premises during the applicable annual period. The Lessee's receipts shall be the total gross fees charged and collected during the applicable annual period by the Lessee for the display of advertising on the Premises, **after** deducting any advertising agency commission actually paid by the Lessee and without deducting any additional expenses.

B. Notwithstanding Paragraph A of Article 3 above, the annual rental shall never be less than **NINE THOUSAND DOLLARS ($9,000.00) per annum** and this minimum annual rental shall be **payable semi-annually** in advance on **June 1st and December 1st** for each and every year during the term of this Lease.

C. The portion of the total annual rental which exceeds the minimum annual rental is due and payable in arrears on **July 1st** for each and every year during the term of this Lease.

D. The Lessee shall keep an accurate record of all of its total gross fees charged and collected for the display of advertising on the Premises for each annual period during the term of this Lease. An authorized representative of the Lessor shall, at all reasonable times, for audit purposes, have free and full access to the accounts, books and records of the Lessee relating to such fees during the term of this Lease and for a period of three years following expiration or termination howsoever of this Lease. The Lessee agrees to pay to Lessor any amounts found owing to the Lessor pursuant to this Lease that have not been paid to the Lessor. If requested by Lessor, the Lessee agrees to promptly submit to the Lessor a copy of Lessee's contracts (or, at Lessor's option, summaries thereof) which pertain to the display of advertising on the Premises and which show the true consideration charged by the Lessee for the display of advertising on the Premises.

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E. The Lessor may annually reevaluate the rental base upon which the above rental is computed. In the event the Lessor shall determine that the rental paid is no longer representative of a fair market rental, the Lessor may adjust the rental and shall advise the Lessee by written notice of such change. Such written notice shall be served at least thirty (30) days prior to the effective date of the new rental, it being understood however that rental adjustments shall not be made more often than once every twelve (12) months.

F. All rental shall be paid in lawful money of the United States of America at the office of Manager of Advertising Signs, Union Pacific Railroad Company, Contracts and Real Estate Department, Room 1100, 1416 Dodge Street, Omaha, Nebraska 68179, or at such other place as the Lessor shall designate.

G. In the event that the rental herein specified to be paid has not been received by the Lessor within fifteen (15) days after the date that such rental payment is due, a finance charge of ten (10) percent of each unpaid rental payment shall be assessed against the Lessee and interest, at the rate of thirteen (13) percent per annum, shall be assessed against the unpaid rental and shall accrue until such rental payments are current and all interest payments and finance charges have been paid.

Article 4. DESCRIPTION OF SIGNBOARD AND PREMISES.

A. The Premises are to be used only for a Signboard which has no more than **two 14' X 48' sign faces,** a **30 foot minimum vertical clearance** from the top of the nearest track to the bottom of the Signboard's decks, and a **28 foot minimum horizontal clearance** to the Signboard's **pole** from the centerline of the track nearest to the Signboard.

B. The Signboard shall have **one** vertical pole and is to be constructed entirely of **steel.**

C. The Premises consists of the ground space occupied by the Signboard's pole(s) and footings and the airspace occupied by the remainder of the Signboard.

Article 5. ELECTRICAL SERVICE TO SIGNBOARD.

A. Electricity for the Signboard shall be obtained by the Lessee from a third party private or publicly owned and operated

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utility. The electricity supply line to the Signboard shall be metered and installed at the sole expense and cost of the Lessee. Billing by the third party for electricity supplied to the Signboard shall be made directly to the account of the Lessee. The Lessee shall be solely responsible for paying for all electricity supplied to the Signboard.

B. The Lessee shall secure the written permission of the Lessor, through a separate written application made to the Lessor's Contract and Real Estate Department, prior to the installation by the Lessee or any third party of any electricity supply line that:

1) requires the installation of a pole on railroad right of way; or
2) is installed underground on any portion of railroad right of way; or
3) crosses any railroad track; or
4) crosses any overhead railroad signal/communication line; or
5) has a voltage greater than 400 volts.

Article 6. SPECIAL PROVISIONS.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein written.

Witness:

UNION PACIFIC RAILROAD COMPANY

By Martin D. Johnson
Manager-Real Estate

Witness:

D R PARTNERS dba Donrey Outdoor Advertising Company

By Frank Keyser
Title: General Manager

Note: For prior lease see Audit Number 156223/Folder 491-45.

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SIGNBOARD 930618
Form Approved, AVP-Law

EXHIBIT A

Terms and Conditions Covering the
Construction, Maintenance and Use of
the Signboard and the Use of the Premises

Section 1. NOTIFICATION OF SUPERINTENDENT PRIOR TO ENTRY; LESSEE TO USE PREMISES IN A SAFE MANNER.

A. The Lessee shall notify the Lessor's Superintendent of Transportation Services at least 48 hours in advance of each entry by the Lessee upon the Premises or upon land owned or controlled by the Lessor in proximity to the Premises. If Lessee's entry will result in any person, vehicle, equipment (including an extended crane boom), or other property associated with the entry being within 25 feet of any railroad track, the Lessee shall notify the Superintendent of such encroachment and inquire whether the Superintendent will require the Lessee to have a flagman present or implement other special protective or safety measures. The required flagman and other special protective or safety measures shall be provided at Lessee's expense. If any flagman or other special protective or safety measures are performed by Lessor, such services will be provided at Lessee's expense with the understanding that if the Lessor provides such services, the Lessee shall not be relieved of any of its responsibilities or liabilities set forth herein.

B. The Lessee shall enter and use the Premises only in such a manner which does not interfere with Lessor's train operations or other business activities and which does not result in an unsafe circumstance. If Lessee needs to cross any tracks of Lessor with its equipment, it shall do so only at existing open public road crossings.

Section 2. PROTECTION OF FIBER OPTICS CABLE.

A. Fiber optic cable systems may be buried on or in proximity to the Premises. Lessee shall telephone the Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on or in proximity to the Premises. If cable is buried on or in the proximity of the Premises, Lessee shall telephone the telecommunications company(ies) involved, arrange for location of the cable, make arrangements for relocation or other protection of the cable and shall commence no work on or excavation of the Premises or land in proximity to the Premises until all such protection or relocation has been accomplished.

B. In addition to the liability terms elsewhere in this Lease, the Lessee shall indemnify and hold the Lessor harmless from and against all cost, loss, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Lessee, its contractor, agents and/or employees, that causes or in any way or degree contributed to (a) any damage to or destruction of any telecommunications system by the Lessee, and/or its contractor, agents and/or employees, on Lessor's property, (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Lessor's property, and/or its contractor, agents and/or employees, on Lessor's

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property, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Section 3. LESSEE TO BEAR ALL EXPENSES.

All work of placing, erecting, operating, maintaining, repairing and removing the Signboard (or any other improvement associated with the Signboard), and any other work associated with the Signboard or improvement, shall be performed at Lessee's sole cost and expense.

Section 4. ALTERATION AND EXCAVATION OF THE PREMISES AND OTHER PROPERTY OF LESSOR.

A. Prior to commencing any work of erecting the Signboard, the Lessee shall take all precautions to determine the existence and exact location of and to not damage any existing underground equipment, utility or communication lines or other facilities that are located on or in proximity to the Premises. The Lessee shall be responsible in contacting any and all utility companies or other entities to determine the exact location of any underground equipment, utilities, communication lines or other facilities before commencing any work on or in proximity to the Premises. The Lessee shall not rely upon any map or information supplied by Lessor in determining the exact location of or existence or non-existence of any underground utilities, communication lines, equipment or other facilities.

B. The Lessee shall not alter or prepare the Premises, and other land which is owned or controlled by the Lessor and located in proximity to the Premises, without first obtaining the written consent of the Lessor. The Lessee is authorized during the term of this Lease to excavate the Premises as necessary for the Signboard's footings and to cut volunteer (not planted) vegetation on and in proximity to the Premises as necessary to promote the visibility of the Signboard's faces. All vegetation cut by Lessee shall be totally removed by the Lessee from Lessor's right-of-way. Excavated ground shall be either removed from the Lessor's right-of-way or spread out in the vicinity of the Premises in such a manner which does not impair any water course or drainage, roadway, or Lessor's use of the land. All excavation, alteration or other work involved in erecting the Signboard shall be to the satisfaction of the Lessor.

Section 5. PRIOR RIGHTS.

A. This Lease is made without covenant of title or to give possession or for quiet enjoyment.

B. This Lease is made subject to all outstanding superior rights, including, but not limited to, underground facilities, rights-of-way for highways and for power, fiber optics and other communication lines and facilities, and the right of the Lessor to renew such outstanding rights, to renew the term thereof and to grant such new or additional rights, licenses or easements unto others as the Lessor in its sole discretion should deem necessary, convenient or appropriate. In the Lessee's use and occupancy of the Premises, the Lessee shall not disturb, damage or interfere with any such facilities of the Lessor or nonparties.

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Section 6. RESTRICTIONS ON DISPLAY OF ADVERTISING.

A. Advertisements of a character which the Lessor, in its sole discretion deems objectionable or which it deems in its sole discretion detrimental to Lessor's business activities, shall not be displayed on the Premises.

B. When the Premises are located within the limits of a Lessor's yard or terminal, the Lessee shall not display advertisements for alcoholic beverages on the Premises.

Section 7. CARE AND USE OF PREMISES; APPEARANCE AND MAINTENANCE OF SIGNBOARD AND PREMISES.

A. In the Lessee's use and occupancy of the Premises, the Lessee shall not cause any damage or destruction of the Premises or other property in proximity to the Premises by fire or otherwise. The Lessee shall not do, tolerate or permit anything which increases the hazard of fire. The Lessee shall not commit, tolerate or permit waste of or injury to the Premises or other property in proximity to the Premises and shall not use or permit the use of the Premises for any unlawful purpose nor create or maintain thereon any nuisance or any offensive object, matter or thing. The Lessee, at Lessee's expense, shall at all times keep the Premises in a safe, neat, clean and presentable condition.

B. The Lessee, at its sole cost and expense, shall be responsible in maintaining a clean and presentable Signboard and display including, but not limited to, the obligations of frequently painting and cleaning the Signboard's structure, cutting vegetation and removing litter in the immediate vicinity of the Signboard, controlling bird roosting, removing bird waste, and keeping the Signboard's advertising copy current and in good condition at all times.

C. In the event the Signboard or any other improvement associated therewith not belonging to the Lessor on the Premises is damaged or destroyed by fire, storm, or other casualty, the Lessee shall, within thirty days after such happening, remove all debris and rubbish resulting therefrom; and if Lessee fails to do so, the Lessor may enter the Premises and remove such debris, and the Lessee agrees to reimburse the Lessor, within thirty days after bill rendered, for all expenses incurred in such cleanup. However, any impairment of the tracks shall be corrected immediately by the Lessee.

D. In the Lessee's use of the Signboard and its occupancy and use of the Premises, the Lessee, at Lessee's expense, shall conform and comply with all applicable laws, ordinances and public regulations now or hereafter in effect, and hold harmless the Lessor from any failure so to do and from any fines, penalties, forfeitures or judgments resulting from Lessee's failure to conform and comply with all such laws, ordinances and public regulations.

Section 8. TAXES AND ASSESSMENTS.

The Lessee further agrees to pay, before the same shall become delinquent, all taxes levied during the life of this Lease upon the Signboard or any improvement associated therewith, or to reimburse the Lessor, either directly or as an amount included in Lessee's rental payment for sums paid by the Lessor for such taxes.

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Section 9. HAZARDOUS SUBSTANCES AND WASTES.

A. Lessee shall comply with all federal, state and local environmental laws and regulations in its use of the Premises and its use, maintenance and repair of the Signboard, including the Resource Conservation and Recovery Act, as amended (RCRA) and the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA).

B. Lessee shall use its best efforts and safety practices to prevent the release on or in proximity to the Premises of any paint, solvent, oil or adhesive, or any other hazardous substance or waste as defined in CERCLA. Notwithstanding, Lessee assumes all responsibility for the investigation and cleanup of any such release and shall indemnify and defend the Lessor, its officers, agents and employees, for all costs, including environmental consultant and attorney fees, and claims resulting from or associated with any such release. This provision shall continue in full force and effect regardless of whether this Lease is terminated pursuant to any other provision, or the Premises are abandoned and vacated by the Lessee.

Section 10. LIENS.

The Lessee shall pay, when due and before any lien shall attach to the Premises, if the same may lawfully be asserted, all charges for electrical power furnished; and fully pay for all materials joined or affixed to the Premises, pay for all taxes and assessments, and pay in full all persons who perform labor 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 instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify, hold harmless, and defend, the Lessor and Lessor's property against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials or other things furnished.

Section 11. ASSUMPTION OF RISK, INDEMNIFICATION.

A. The Lessee accepts the Premises in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or destruction of property resulting from the condition of or any defects anywhere in or upon the Premises, regardless of whether such condition or defects are known or unknown, apparent or latent, and regardless of whether such condition or defects exist at the commencement of this Lease or at some later time.

B. The Lessee's occupation of and activities on and in proximity to the Premises will expose the Lessor's property, operations and facilities to additional hazards; and as one of the material considerations for this Lease, the Lessee agrees to assume the risk of and to indemnify and hold harmless the Lessor as follows:

1. The Lessee agrees to assume the risk of and shall indemnify and hold harmless the Lessor, and its affilitates, their officers, agents, and employees, from and against any and all liability, loss, damage, claims, demands, costs, fines, penalties, and expenses of whatsoever nature, including court costs and atttorney's fees, arising from or

growing out of any injury to or death of persons whomsoever or destruction of, loss of, or damage to property whatsoever. This indemnification and assumption of risk shall accrue when such injury, death, destruction, loss, or damage occurs from any cause and in whole or in part is associated with, incidental to, or caused by:

a. the presence of the Signboard, any Wireline serving the Signboard, any attachment to the Signboard, or any other property on or in proximity to the Premises that is associated with or incident to the Signboard or to the use and occupation of the Premises; or

b. the use and occupation of the Premises by the Lessee, its affilitates, their officers, employees, or agents or by any other person or entity using or occupying the Premises by reason of any relation, contractual or otherwise, with the Lessee, its affiliates, their employees, officers, or agents; or

c. any activity of the Lessee, its affiliates, employees, officers, or agents on or in proximity to the Premises or of any other person or entity on or in proximity to the Premises by reason of any relation, contractural or otherwise, with the Lessee, its employees, officers, or agents; or

d. Lessee's breach of this Lease.

2. The Lessee agrees to assume the risk of and to indemnify and hold harmless the Lessor, and its affiliates, their officers, employees, and agents from and against any and all liability, loss, damage, claims, demands, costs, fines, penalties, and expenses of whatsoever nature, including court costs and attorney's fees, asserted by any person, including insurers and advertisers, for any and all destruction of, loss of, or damage to:

a. the Signboard, any Wireline serving the Signboard, any attachment to the Signboard, and any other property on or in proximity to the Premises which is associated with or incidental to the Signboard or to the use and occupation of the Premises; and

b. the businesses of the Lessee and any displayer of advertising on the Premises.

C. The covenants for assumption of risk and indemnification set forth in Paragraphs A and B above shall accrue in all circumstances, including but not limited to circumstances when such injury, death, destruction, loss, or damage arises from, is caused by, is associated with, or is incidental to (in whole or in part) any activities or negligence of the Lessor, its affiliates, their officers, employees, or agents.

Section 12. NOTICE.

A. Any notice, demand, request, consent, approval or communication that either party hereto desires or is required to give to the other party under this Lease shall be in writing. Notice shall be deemed to have been given to the Lessee by serving the Lessee personally or by mailing the same, postage prepaid, to the Lessee at the last address known to the Lessor. Notice may be

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given to the Lessor by mailing the same, postage prepaid to the office of Manager of Advertising Signs, Union Pacific Railroad Company, Contracts & Real Estate Department, Room 1100, 1416 Dodge Street, Omaha, Nebraska 68179.

B. Postal notices shall be by certified mail, return receipt requested, and such notice shall be deemed given on the date deposited with the United States Postal Service.

Section 13. CONSENT.

Wherever the consent, approval, judgment or determination of Lessor is required or permitted under this Lease, Lessor shall exercise good faith and reasonable business judgment in granting or withholding such consent or approval or in making such judgment or determination and shall not unreasonably withhold or delay its consent, approval, judgment or determination.

Section 14. TERMINATION ON DEFAULT; REPOSSESSION OF PREMISES BY LESSOR.

A. It is further agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of this Lease, and all rights of the Lessee hereunder; provided, however, that the Lessee shall not be deemed in default under this Lease unless the Lessor has furnished written notice to the Lessee of Lessee's default, and the Lessee has failed to begin to cure that default within seventy-two (72) hours after receipt of Lessor's default notice or after commencing a cure and has failed to proceed diligently with its cure efforts.

B. After a default by the Lessee, the Lessor may at once re-enter upon the Premises and repossess itself thereof and remove all persons and property therefrom or may resort to an action of forcible/unlawful entry and detainer, or any other action to recover the same. A waiver by the Lessor of the breach by the Lessee of any covenant or condition of this Lease shall not impair the right of the Lessor to avail itself of any subsequent breach thereof.

Section 15. TERMINATION ON NOTICE.

A. This Lease may be terminated by written notice given by either the Lessor or the Lessee to the other party on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given.

B. Upon such termination and vacation of the Premises by the Lessee, the Lessor shall refund to the Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 16. SURRENDER; ABANDONMENT; VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. The Lessee agrees that upon the expiration, abandonment of Premises by Lessee, or sooner termination of this Lease, the Lessee will peaceably and quietly surrender possession of the Premises to the Lessor, or the Lessor's successors and assigns, without Lessor giving any notice to quit or demand for possession. Lessee's non-use of the Premises for the purposes described in

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Article 1 of the Articles of Agreement of this Lease continuing for thirty (30) days shall be sufficient and conclusive evidence of such abandonment. No later than the expiration or termination date of this Lease, the Lessee shall (a) remove from the Premises and from areas in proximity to the Premises, at the expense of the Lessee, the Signboard and its supporting footing(s) and pole(s) and any other structures, property and other materials not belonging to the Lessor; and (b) restore the surface of the ground to as good a condition as the same was in before such Signboard and structures were erected, including, without limiting the generality of the foregoing, the removal of foundations of such structures, the filling in of all excavations and pits and the removal of all debris and rubbish, all of which shall be performed at Lessee's expense. If the Lessee should fail to perform such removal, the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.

B. In the case of the Lessee's failure to remove such Signboard, structures, property and other material, the same, at the option of the Lessor, shall upon the expiration of thirty (30) days after the termination of this Lease, become and thereafter remain the property of the Lessor; and if within one (1) year after the expiration of such thirty-day period the Lessor elects to and does remove, or cause to be removed, said Signboard, structures, property and other material and the market value thereof on removal does not equal the cost of such removal plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty (30) days after bill rendered.

Section 17. LESSEE NOT TO SUBLET OR ASSIGN.

The Lessee agrees not to let to sublet the Premises, in whole or in part, or to assign this Lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this Lease, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this Lease.

Section 18. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 17 hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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SIGNBOARD 930618
Form Approved, AVP-Law

EXHIBIT B

Date: May 10, 1995

Folder Number 560-03
Lessee's Sign Number
Prior Railroad Audit Number 156223

Lessor: UNION PACIFIC RAILROAD COMPANY

Lessee: D R PARTNERS dba Donrey Outdoor Advertising Company

I. **Description of Premises:** The Premises is the ground space occupied by the Signboard's pole(s) and footings and the air space occupied by the remainder of the Signboard, as it is presently located and constructed.

II. **Description of Signboard's present location:**

A. Side of railroad track ..... West

B. Proximity of railroad milepost .. 332.05

C. Railroad Segment ..... Los Angeles Subdivision

D. City, County, State ..... Las Vegas, Clark County, Nevada

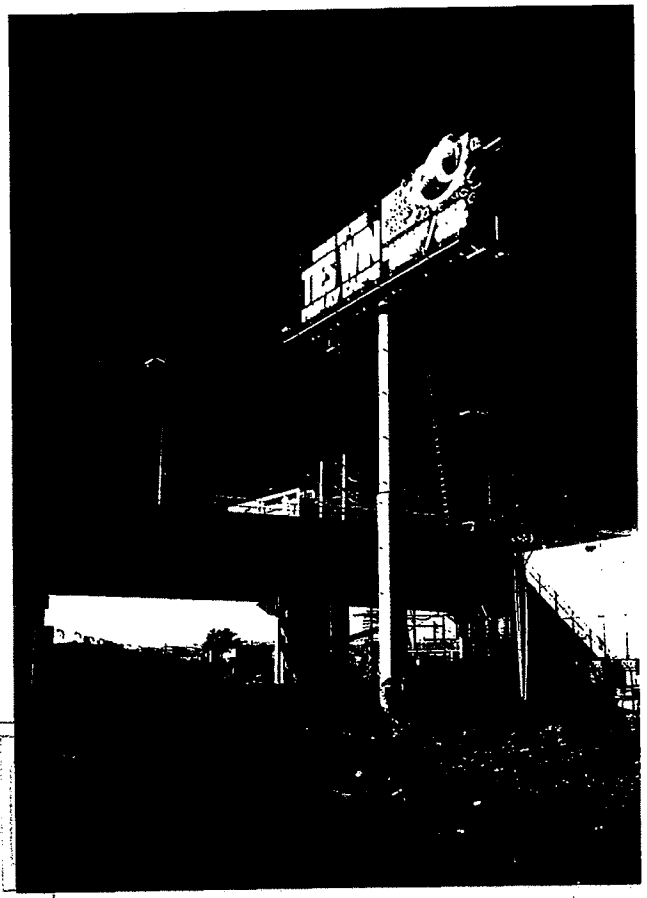
E. 20 feet North of Sahara Avenue Viaduct

III. **Description of Signboard's present construction:**

A. Minimum horizontal clearance to Signboard's pole from the center line of the track nearest to the Signboard: 28 feet

B. Maximum size and number of sign faces authorized on Signboard: Number: two Size: 14' X 48'

Attached photo of existing Signboard describes its present location and construction.



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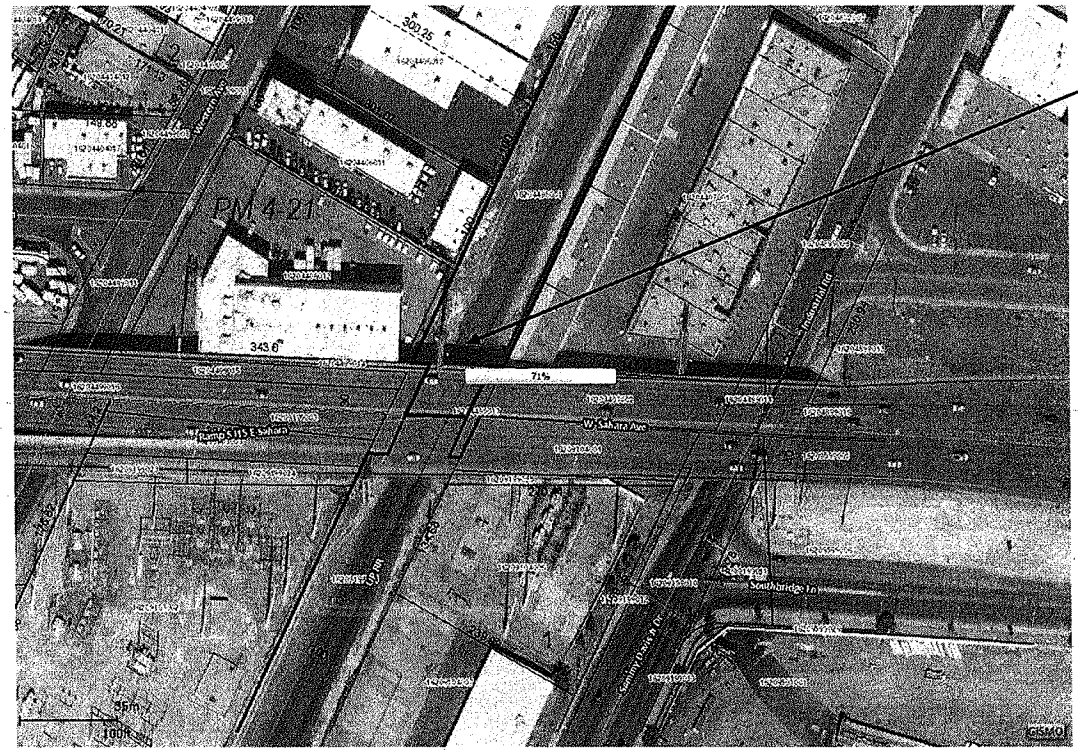

N

Existing Clear Channel Billboard

Location:2441 Western Ave.

APN: 162-04-498-001

Owner: Rail Road Right of Way

Embellishment permit for 120 Sq'

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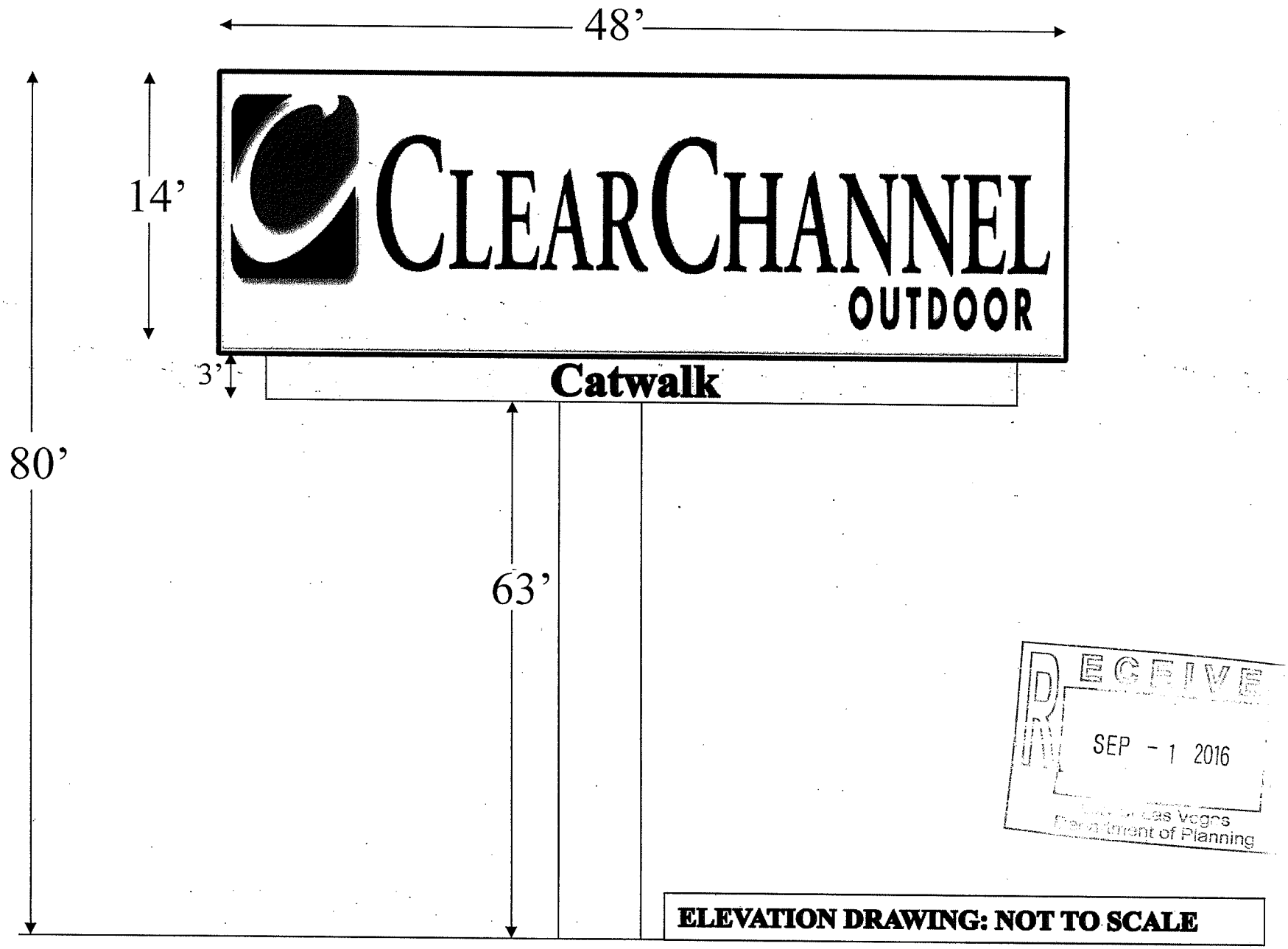
48’
14’
80’
3’
CLEAR CHANNEL
OUTDOOR
Catwalk
63’
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ELEVATION DRAWING: NOT TO SCALE

SDR-66612

PALACE STATION

PSHC 127395 Fmc Property Header OUTDOOR EXTENSION • 24' x 5' • 4/0 • QTY: 1

SCALE: 1 Inch = 1 Foot • (6" Circumference bleed added)

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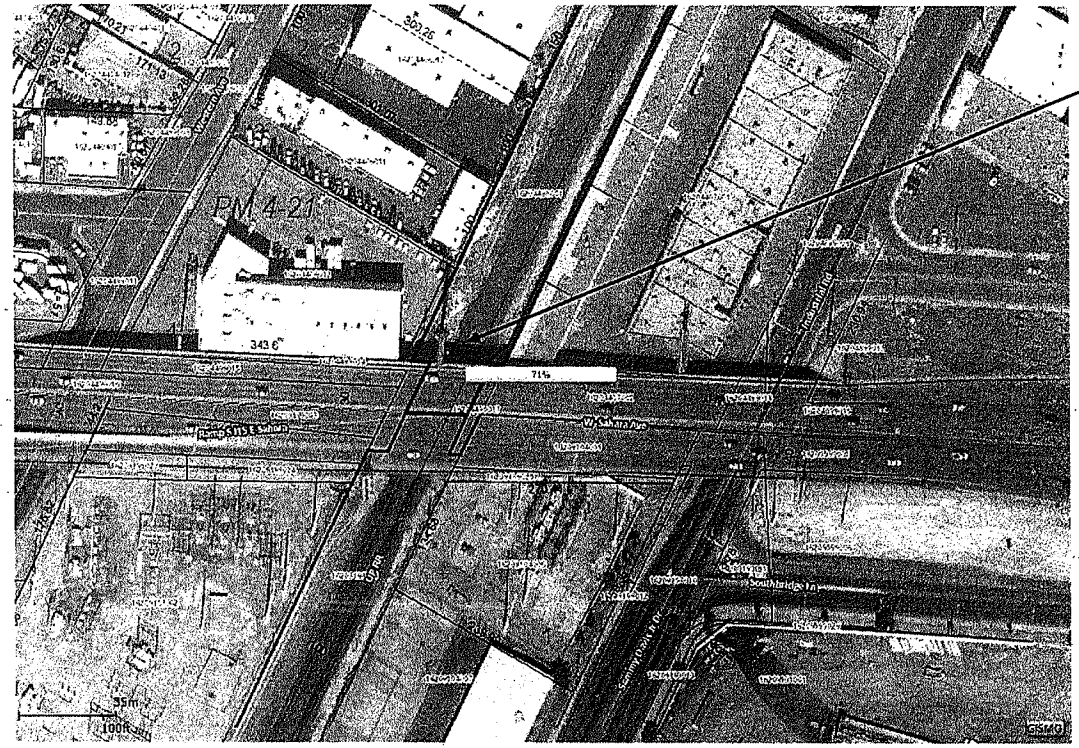

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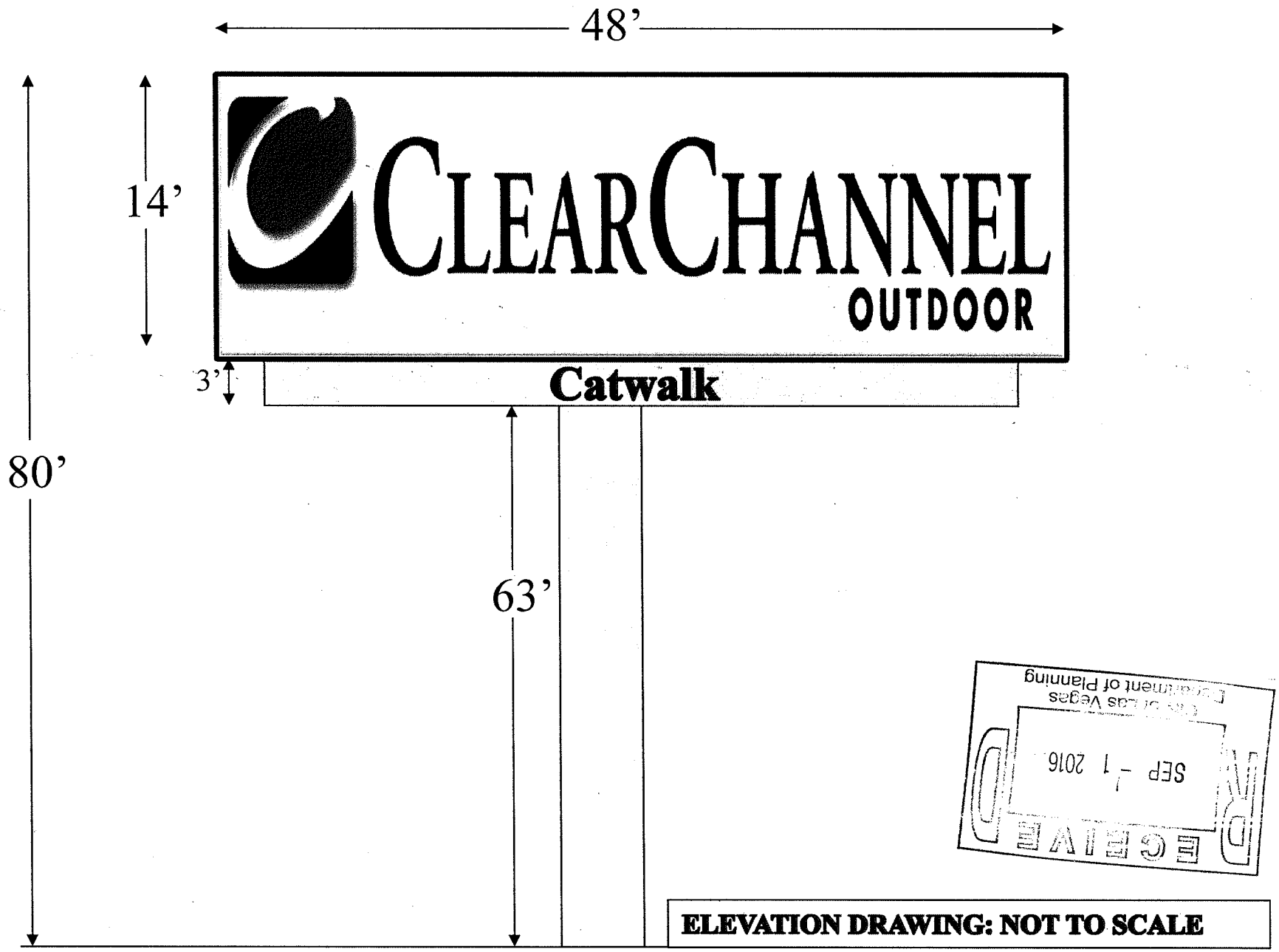
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