



**LAS VEGAS
CITY COUNCIL**

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MAYOR

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MAYOR PRO TEM

LOIS TARKANIAN

RICKI Y. BARLOW

STAVROS S. ANTHONY

BOB COFFIN

BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

November 9, 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 2751 Westwood Drive: SDR-67655

Dear Mr. Jones:

It has been determined that the proposed addition of an Embellishment on an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 2751 Westwood Drive 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 November 9, 2016.
2. All previously approved entitlements for embellishments not depicted on the plans date stamped November 9, 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

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



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Embellishment permit for an existing off-premise sign
 Project Address (Location) 2751 Westwood Dr.
 Project Name Clear Channel Billboard Proposed Use existing
 Assessor's Parcel #(s) 162-09-102-004 Ward # 1
 General Plan: existing _____ proposed _____ Zoning: existing M proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information Application for an embellishment on an existing off-premise advertising billboard sign located at 2751 Westwood Dr.

PROPERTY OWNER D 2753 LLC Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

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

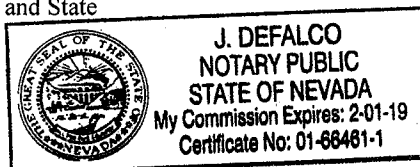
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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* [Signature] 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 7th day of November, 20 11
[Signature]

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>SDR-67655</u>
Meeting Date:	<u>Admin</u>
Total Fee: \$	<u>500.00</u>
Date Received:*	<u>11/8/16</u>
Received By:	<u>[Signature]</u>

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

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Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

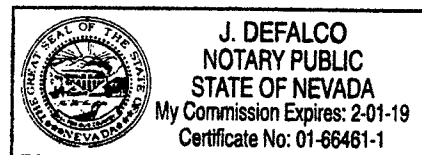
Name of Representative: Lennie Jones

 No

APN: _____

Print Name: Lonnie Jones Authorized Rep

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



NOV 0 2015

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Dept of Planning
City of Las Vegas



November 7, 2016

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

RE: JUSTIFICATION LETTER FOR AN APPLICATION TO INSTALL an EMBELLISHMENT ON AN EXISTING OFF-PREMISE
ADVERTISING BILLBOARD SIGN.
(APN No.162-09-102-004)
2751 Westwood Dr.

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,

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

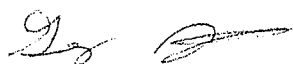
Lonnie Jones
Real Estate Representative
Clear Channel Outdoor
7370 Dean Martin Drive, Suite 407
Las Vegas, NV 89139
702.238.7200 fax 702.238.7266
email: Lonniejones@clearchannel.com

March 3, 2016

To whom it may concern:

Please accept this approval letter for Lonnie Jones to sign on behalf of Clear Channel Outdoor. If you have any questions feel free to call me.

Sincerely,



Greg Peretz

Finance Director - Las Vegas, Phoenix, Tucson
O 602.381.4786 M 623.229.6997

RECEIVED

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SDR-67655

Dept of Planning
City of Las Vegas

LED / Embellishments



PLANNING & DEVELOPMENT DEPARTMENT

MINOR SITE DEVELOPMENT PLAN REVIEW SUBMITTAL REQUIREMENTS

(BILLBOARDS)

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The owner(s) of the real property must sign this form, or submit a Power of Attorney authorizing an agent to sign. A Notary Public must notarize the signature. When the property owner(s) reside outside of Nevada, the signature may be notarized in another state.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible. In most cases, the legal description on the deed is sufficient.

JUSTIFICATION LETTER: A detailed letter that explains the request and how the project meets/supports existing City policies and regulations is required.

FEES: \$500

ALL PLANS SUBMITTED MUST BE NO SMALLER THAN 11x17 AND NO LARGER THAN 24x36.

SITE PLAN: (2 folded) Draw to scale and make legible: the entire subject parcel(s), all proposed and existing structures, utility easements and locations, and adjacent streets. Site Plans must include:

- | | |
|--|--|
| ☐ PROPERTY LINES CALLED OUT | ☐ NORTH ARROW |
| ☐ DIMENSIONS (ACTUAL)/SCALE | ☐ VICINITY MAP |
| ☐ STREET NAMES | ☐ LOCATION OF EXISTING AND PROPOSED OFF-
PREMISE SIGNS |
| ☐ LOCATION OF BUILDINGS, PARKING
LOTS, DRIVEWAYS, AND LANDSCAPED
AREAS ON THE LOT | |

SIGN ELEVATIONS: (2 folded) Draw and make legible: Building Elevations may be shown on the Site Plans, but must include:

- | | |
|--|--|
| ☐ DIRECTION OF ELEVATION WITH
EXISTING AND PROPOSED HEIGHT OF
SIGNS | ☐ ELEVATION DIMENSIONS/SCALE SHOWING
TOTAL SIGN AREA |
| ☐ ANY SIGN ILLUMINATION OR LED
CONVERSION | ☐ ANY EMBELLISHMENT AREAS OR MOVING
PARTS |

State of Nevada
Declaration of Value

20011119
02647

1. Assessor Parcel Number(s)

a) 162-09-102-004, 162-09-102-003

b)

c)

d)

2. Type of Property:

☐ a) Vacant Land

☐ c) Condo/Townhouse

☐ e) Apt. Bldg.

☐ g) Agricultural

☐ i) Other

☐ b) Single Family Residence

☐ d) 2-4 Plex

☐ f) Comm'l/Ind'l

☐ h) Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #:

Book: Page:

Date of Recording:

Notes:

3. Total Value/Sales Price of Property

\$5,950,000.00

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

\$5,950,000.00

Real Property Transfer Tax Due

\$14,875.00

4. If Exemption Claimed:

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

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declare(s) and acknowledge, 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, 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: Escrow Agent

Signature: *[Signature]*

Capacity: Escrow Agent

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Highland Office Center, LLC, a Nevada
Limited Liability Company

Address: _____
City/State/Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: D.2753, LLC, A Nevada Limited Liability
Company

Address: _____
City/State/Zip: _____

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

Print Name: Nevada Title Company

Esc. #: 01-07-1842-DTL

Address: 3320 West Sahara, Suite 200

City: Las Vegas

State: NV

Zip: 89102-0000

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

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Dept of Planning
City of Las Vegas

20011119
02647

State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)
a) 162-09-102-004, 162-09-102-003
b) _____
c) _____
d) _____

2. Type of Property:
☐ a) Vacant Land ☐ b) Single Family Residence
☐ c) Condo/Townhouse ☐ d) 2-4 Flx
☐ e) Apt. Bldg. ☐ f) Comm./Ind'l
☐ g) Agricultural ☐ h) Mobile Home
☐ i) Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property: \$5,950,000.00
Deduct Assumed Liens and/or Encumbrances: (\$)
(Provide recording information: Doc/Instrument #: Book Page)
Transfer Tax Value per NRS 375.010, Section 2: \$5,950,000.00
Real Property Transfer Tax Due \$14,875.00

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declare(s) and acknowledge, 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, 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 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION		BUYER (GRANTEE) INFORMATION	
Seller Signature: _____	Buyer Signature: _____		
Print Name: Highland Office Center, LLC, a Nevada Limited Liability Company	Print Name: D.2733, LLC, A Nevada Limited Liability Company		
Address: 1660 LINCOLN ST STE 2200	Address: _____		
City/State/Zip: DENVER CO 80202	City/State/Zip: _____		
Telephone: 303.376.1878	Telephone: _____		
Capacity: MANAGER	Capacity: _____		

Company Requesting Recording

Co. Name: Nevada Title Company Esc. #: 01-07-1842-DTL

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

2647

RECEIVED

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Dept of Planning
City of Las Vegas

20011119
02847State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)
 a) 162-09-102-004, 162-09-102-003
 b) _____
 c) _____
 d) _____

2. Type of Property:
☐ a) Vacant Land
☐ b) Single Family Residence
☐ c) Condominium
☒ d) 2-4 Pkw
☐ e) Ape Bldg
☐ f) Comm/Vlad'l
☐ g) Agricultural
☐ h) Mobile Home
☐ i) Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book:	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property \$5,950,000.00
 Deduct Assumed Liens and/or Encumbrances: (\$) _____
 (Provide recording information: Doc/Instrument #: Book Page)
 Transfer Tax Value per NRS 375.010, Section 2: \$5,950,000.00
 Real Property Transfer Tax Due \$1,4875.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 5%
 The undersigned Seller (Grantor)/Buyer (Grantee), 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, parties agree that disclosure of any claimed exemption or other dissemination of additional information, may result in a penalty of 10% of the tax due plus interest at 10% per month. Pursuant to NRS 375.090, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: [Signature]
 Print Name: MANASSAH POLYMERED
 Address: 1610 Lincoln St #2200
 City/State/Zip: Las Vegas, NV 89102
 Telephone: 702-388-8319
 Capacity: Manager

BUYER (GRANTEE) INFORMATION

Buyer Signature: [Signature]
 Print Name: D.2753, LLC, A Nevada Limited Liability Company
 Address: P.O. Box 570413
 City/State/Zip: Houston, TX 77257-0413
 Telephone: (713) 266-4604
 Capacity: Manager

Company Requesting Recording

Co. Name: Nevada Title Company Etc. #: 01-07-1842-DTL

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

2647

34
A.P.N.: 162-09-102-004, 162-09-102-003
R.P.T.T.: \$14,875.00

20011119
02647

Recorded at the Request of: Nevada Title Company- Escrow No.: 01-07-1842-DTL

Mall tax bill to and
When recorded mail to:

D-2753, LLC
P.O. BOX 570427
HOUSTON, TX 77257-0427

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Highland Office Center, LLC, a Nevada Limited Liability Company for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to D.2753, LLC, A Nevada Limited Liability Company all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Covenants, Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

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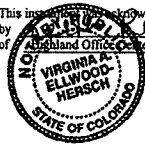
IN WITNESS WHEREOF, this instrument has been executed this 14th day of November, 2001.

Highland Office Center, LLC, a Nevada Limited Liability Company

By: [Signature]
Name: KEITH REDMOND
Title: MANAGER

State of Colorado
County of Denver

This instrument was acknowledged before me on November 14, 2001 at Denver, Colorado, by Keith Redmond, Manager of Highland Office Center, LLC, a Nevada Limited Liability Company.



[Signature]
NOTARY PUBLIC
My Commission Expires: MARCH 31, 2003
410 Seventeenth St., 22nd Floor
Denver, Colorado 80202

20011119
02647

EXHIBIT "A"

PARCEL ONE (1):

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOT ONE (1) OF PARCEL MAP IN FILE 27, PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND RECORDED JULY 18, 1979 IN BOOK 1088 AS DOCUMENT NO. 1047125, OFFICIAL RECORDS.

PARCEL TWO (2):

THAT PORTION OF NORTHEAST QUARTER (NE ¼) OF SECTION 8, AND THE NORTHWEST QUARTER (NW ¼) OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOT TWO (2) OF PARCEL MAP IN FILE 50, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND RECORDED OCTOBER 8, 1986 IN BOOK 861008 AS DOCUMENT NO. 00791, OFFICIAL RECORDS.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY
11-19-2001 14:00 STX 3
OFFICIAL RECORDS
BOOK: 20011119 INST: 02647
FEE: 16.00 RPTR: 14,875.00

L#7538

LEASE

ADVERTISING SIGN

THIS LEASE for an **ADVERTISING SIGN** (this "Lease") is made and entered into as of the 1st day of November, 2003, by and between **D2753, LLC**, a Nevada limited liability company P.O. Box 570413, Houston, TX 77257-0413 (herein referred to as "Landlord"), and **Clear Channel Outdoor, Inc.**, a Delaware corporation, 2880-B Meade Ave, Suite 350 Las Vegas, Nevada 89102 formerly operating as Eller Media Company, successor in interest to a certain Sign Lease Number 7538, I-15 South of Sahara, originally in the name of Don Ray Outdoor Advertising Company (herein referred to as "Tenant").

SECTION 1

PREMISES

1.1 Upon the conditions, limitations, covenants and agreements herein set forth, Landlord hereby agrees to (i) construct, and lease to Tenant, and Tenant hereby accepts, hires and leases from Landlord, that space in south west corner of the parking lot of the Highland Office Center 2753 South Highland Drive, Las Vegas, Clark County, Nevada 89109 (the "Property"), sufficient to hold one (1) 14' X48' Bulletin Type, Two Face Outdoor Advertising Sign along with access thereto to provide service and utilities to same (the "Sign").

1.2 Landlord reserves to itself the use of the balance of the parking lot.

1.3 This Lease shall be subject to all existing and future covenants, conditions, restrictions, reservations and easements now or hereafter recorded against the Property and which may include an overall owners' association levying common areas assessments.

SECTION 2

TERM

2.1 The term of this Lease shall be for one (1) year, beginning at 12:00:01 AM (PST) and ending at 11:59:59 PM (PST) on October 31, 2004.

2.2 If Tenant shall hold possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, such holding over shall

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611 Dept of Planning
City of Las Vegas

create a tenancy from month to month only, upon the same terms and conditions as are herein set forth, except (i) if the board set forth in 3.1.1 is still offered to Landlord and Landlord accepts same, then the Minimum Monthly Rent, as defined below, shall increase to \$2,100.00, or (ii) if Landlord elects to terminate the usage of the board as set forth in paragraph 3.1.1 or Tenant elects not to continue granting the board as set forth in Paragraph 3.1.1 the Minimum Monthly Rent, as defined below, shall increase to \$4,100.00. Landlord is not obligated to give Tenant any additional possession.

SECTION 3

RENT

3.1 Beginning on November 1, 2003 and each rental month thereafter, Tenant shall pay in advance to Landlord, minimum monthly rent ("Minimum Monthly Rent") of \$1,400.00, per month;

3.1.1 In addition to the Minimum Monthly Rent Tenant shall provide to Landlord as "Additional Rent" space at Swenson W/S 60' S/O Harmon S/F advertising Landlord's affiliates business Treasures.

3.1.2 Concurrent with the execution of this Lease, Tenant shall deliver to Landlord the sum of \$1,400.00, representing the Minimum Monthly Rent for the first month of the Term.

3.1.3 In addition to all other rental amounts specified herein, as further Additional Rent, Tenant shall pay:

(a) Any real estate taxes, fees, assessments or other charges assessed against the Property or any improvements thereon because of Tenant's Sign.

(b) All personal property taxes on personal property because of Tenant's Sign.

(c) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the Term hereof because of Tenant's Sign.

(d) Any and all environmental levies or charges now in force affecting the Property or any portion thereof, or which may hereafter become effective, including, but not limited to, parking taxes, levies, or charges, employer parking regulations, and any other parking or vehicular regulations, levies, or

charges imposed by any municipal, state or federal agency or authority because of Tenant's Sign.

(e) Any other taxes levied or assessed in addition to, as a replacement, alternative or substitute for, or in lieu of such real or personal property taxes because of Tenant's Sign.

(f) Any expenses incurred in connection with any requirement subsequent to the date hereof for changes at the Property so as to comply with then-existing laws, ordinances or codes imposed by federal, state or local governmental authorities because of Tenant's Sign.

3.2 All rents and other monies required to be paid by Tenant hereunder shall be paid to Landlord without deduction or offset, prior notice or demand, in legal tender of the United States of America, P.O. Box 570413, Houston, TX 77257-0413, or at such other place as Landlord may, from time to time, designate in writing.

3.2.1 If Tenant shall fail to pay, within five (5) days after the same is due and payable, any Minimum Monthly Rent, Additional Rent or any other amount or charge to be paid as Additional Rent by Tenant hereunder, such unpaid amount shall be subject to a late charge equal to five percent (5%) of such unpaid amount. In addition, any such unpaid amount shall bear interest from the thirtieth (30th) day after the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum. The foregoing are not exclusive of Landlord's rights due to Tenant's default under this Lease and the remedies therefore.

SECTION 4

SECURITY DEPOSIT

4.1 NONE

SECTION 5

POSSESSION AND SURRENDER

5.1 Tenant shall be deemed to have accepted the Premises.

5.2 Upon the expiration or termination of the Term of this Lease, if Tenant has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall, at its sole cost and expense, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Premises (all of which are hereinafter referred to as

"Tenant's property") from the premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Premises If Tenant has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant shall nevertheless remove Tenant's property from the Premises in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from Landlord. In the event Tenant shall fail to remove any of Tenant's property as provided herein, Landlord may, but is not obligated to, at Tenant's expense, remove all of such Tenant's property not so removed and repair all damage to the Premises resulting from such removal, and Landlord shall have no responsibility to Tenant for any loss or damage to Tenant's property caused by or resulting from such removal or otherwise. If Tenant fails to remove Tenant's Property, at the option of Landlord, Landlord has the right to keep Tenant's Property without further cost to Tenant or liability to Landlord. If the Premises is not surrendered at the end of the Term, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding tenant due to such delay.

SECTION 6

USE OF PREMISES

6.1 The Premises is leased to Tenant solely for a Sign. Tenant shall not use or suffer the Premises, or any portion thereof, to be used for any other purpose or purposes whatsoever, without Landlord's prior express written consent. Tenant shall conduct business under the trade name of Clear Channel Outdoor, Inc. and no other without the prior written consent of Landlord.

6.2 Tenant shall not, without Landlord's prior express written approval, which approval may be withheld or delayed for any reason by Landlord, advertise any adult club usage which shall include but not be limited to adult clubs, cabarets and nightclubs, gentlemen's clubs male dancing escort services, massage parlors, outcall services and the like, and/or any other form of entertainment or show wherein the entertainment advertised has any form of nudity..

6.2.1 Tenant shall not use the Premises for the generation, storage, manufacture, production, releasing, discharge, or disposal or any hazardous substance (defined below) or allow or suffer any other entity or person to do so. "Hazardous substance" shall mean any flammable or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by a governmental law, order, regulation or ordinance presently in effect or as amended or promulgated in the future and shall include, without limitation:

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in CERCLA, RCRA, the Hazardous Materials Transportation Act, 40 U.S.C. Sections 1801 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq. the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, and in the regulations promulgated pursuant to said laws;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and

(iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls or (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317).

6.2.2 Tenant shall protect, indemnify and hold harmless Landlord, its partners, directors, officers, employees, agents, successors and assigns, the Property and Landlord's management agent for the Property from and against any and all claims, losses, damages, costs, expenses, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind (including, without limitation, attorney's fees and costs at trial and on appeal) directly or indirectly arising out of or attributable to, in whole or in part, the breach by the Tenant of any of the covenants, representations and warranties of this Paragraph or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a hazardous substance on, under, from or about the Premises. The foregoing indemnity shall further apply to any residual contamination on, under, from or about the Premises, the Property or the property in general, or affecting any natural resources arising in connection with the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such hazardous substance, and irrespective of whether any of such

activities were or will be undertaken in accordance with environmental laws or other applicable laws, regulations, codes and ordinances.

6.2.3 Landlord reserves the right to request appropriate governmental officials to inspect the Premises, from time to time, in order to determine Tenant's compliance herewith.

SECTION 7

LANDLORD'S REPAIRS

7.1 None..

SECTION 8

PARKING AND COMMON AREAS

8.1 Other than access to the Tenant's Sign for maintenance and repair, Tenant has no right to use the parking and common areas.

SECTION 9

LANDLORD'S SERVICES

9.1 None.

SECTION 10

TAXES

10.1 Tenant shall be liable for and shall pay before delinquency (and, upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of the payment thereof) all real and personal property taxes, fees, bonds and assessments of whatsoever kind or nature, and penalties and interest thereon (other than penalties created by Landlord), if any, levied against the Premises, because of Tenant's Sign.

10.2 If at any time during the Term, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay, as Additional Rent, the amount due hereunder within ten (10)

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days after demand therefor accompanied by delivery to Tenant of a copy of such tax statement, if any.

SECTION 11

UTILITIES

11.1 Tenant shall pay all charges for water, gas, heat, electricity, power, refuse disposal, environmental waste disposal, air conditioning, telephone service, sewer service charges and sewer rentals and cable television, if available (collectively "Utilities") charged or attributable to the Premise, and all other services or utilities used in, upon or about the Premises by Tenant during the Term. To the extent the costs therefor are not separately metered or billed to Tenant, but are a cost of the Property, Landlord shall estimate in advance and Tenant shall pay as Additional Rent and in the manner and at the time(s) Tenant pays its share of the Property Operating Cost under Section 3 above all charges for Utilities and all other services or utilities used in, upon or about the Premises by Tenant.

11.2 All repair, maintenance, upkeep, construction and the like upon or within the Premises shall be the responsibility of and at the expense of Tenant during the entire Term including the phase from the date of this Lease to the Commencement Date of the Term, except for any obligations of Landlord as set forth in Section 9 herein, and except for Landlord's obligations to specifically repair and maintain improvements in the Common Areas or any warranty applicable to Landlord's Work.

SECTION 12

INSURANCE

12.1 Tenant shall, at all times during the Term, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial general liability insurance issued by an insurance carrier in good financial standing and authorized to transact business in the State of Nevada assuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring in connection with the Premises or Tenant's use thereof. Such liability insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00), combined single limit coverage. Such insurance shall also cover and include the Sign maintained by Tenant hereunder. Landlord shall be named as an additional insureds (and at Landlord's option, any other persons, firms or corporations designated by Landlord that has an interest in this Lease shall be additionally named insureds) under each such policy of insurance.

12.2 A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Commencement Date hereof and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. As to any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated (i) by the insurer shall require not less than thirty (30) days prior written notice to Landlord, and (ii) by Tenant shall require not less than thirty (30) days prior written notice to Landlord.

12.3 Notwithstanding the foregoing, prior to Tenant commencing any work on the Premises or its taking occupancy thereof, the general liability and property damage insurance aforesaid shall be in place and Landlord named as an additional insured.

12.4 Tenant hereby waives any and all rights of recovery from Landlord, its shareholders, directors, officers, partners, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant hereunder.

SECTION 13

LIENS

13.1 Tenant shall at all times indemnify, save and hold Landlord, the Premises, the Property and the leasehold created by this Lease free of and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant in, upon or otherwise in connection with the Premises. Tenant shall give Landlord written notice at least twenty (20) business days prior to the commencement of any such work on the Premises. Tenant shall, at its sole cost and expense, within fifteen (15) days after filing of any lien of record, obtain the discharge and release thereof. Nothing contained herein shall prevent Landlord, at the cost and for the account of Tenant, from obtaining said discharge and release in the event Tenant fails or refuses to do the same within said fifteen (15) day period.

SECTION 14

INDEMNIFICATION

14.1 Tenant hereby indemnifies, saves and holds Landlord, the Premises, the Property, the leasehold estate and Landlord's management agent for the Property free of and harmless from any and all liabilities, losses, costs, expenses, including reasonable attorneys' fees (at trial and on appeal), causes of action, suits, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of, Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees while in, upon, about or in any way connected with the Premises, Property, or the overall development in which the Premises is situated or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about or in any way connected with the Premises or any portion thereof.

14.2 Landlord shall only be liable to Tenant (or to any other person whatsoever) for any damage occasioned by latent defects of the Property in connection with Landlord's Work, exclusive of any warranties of third parties in effect therefor. Landlord shall reasonably endeavor to secure any such third party to honor its respective warranty. Tenant shall be responsible to the extent Tenant would otherwise be liable or responsible under this Lease for the matter or item in question. Landlord shall assign or transfer to Tenant, to the extent permitted and necessary, all warranties and guaranties of third parties for work, goods and materials pertaining to Landlord's Work on the Premises or appurtenant thereto. Landlord shall not be liable for any damage arising from any acts or neglect of co-tenants or other occupants of the Property or of adjacent property or of the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of, service of any utility.

SECTION 15

SUBORDINATION

15.1 Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements thereof, now or hereafter placed, charged or enforced against the Premises, or any portion thereof, or any property of which the Premises is a part, and to execute and deliver at any time, and from time to time, upon ten (10) days demand by Landlord, such documents as may be reasonably required and mandatory to effectuate such subordination, and in the event that Tenant shall fail, neglect or refuse to execute

and delivery any such documents to be executed by it within ten (10) days after request by Landlord, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, the Tenant shall not be required to effectuate such subordination, unless the mortgagee or beneficiary named in such mortgage, deed of trust, or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Lease on the part of Tenant to be kept and performed, that neither this Lease nor any of the rights to Tenant hereunder shall be terminated or modified or be subject to termination or modification. Tenant acknowledges that the power of attorney granted hereby is coupled with an interest.

15.2 In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee's or beneficiary's giving written notice to Tenant to that effect, this Lease shall be deemed a prior lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recordation of such mortgage or deed of trust.

15.3 Tenant shall, in the event of the exercise of any power of sale under any deed of trust or, any proceedings are brought for the foreclosure of a lien, affecting property in which the Premises are situated, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 16

ASSIGNMENT AND SUBLETTING

16.1 Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein, or sublet the Premises or any portion thereof, or license the use of all or any portion of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, such requirement of reasonableness shall be based upon the fact that the proposed assignee, transferee, sublessee or licensee (concessionaire) is adjudged by Landlord to possess reasonable related business experience, a professional image and respectable reputation, financial capability to assume the responsibilities and obligations of this Lease (or the particular aspect of the business within the Premises) and same shall be consistent with the uses permitted under Section 7 of this Lease. If any of the foregoing prohibited acts shall be effected by Tenant or if any part of the Premises be occupied by anybody other than Tenant, Landlord may

collect rent from the assignee, transferee, subtenant, concessionaire, licensee, occupant or the like, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section, or the acceptance of the third party thereof as Tenant, or a release of Tenant from the further performance by Tenant of this Lease.

16.2 In the event that Tenant shall seek Landlord's consent to an assignment of this Lease in which the Landlord shall look solely to the assignee and not Tenant for the satisfaction of any obligations, Tenant shall then provide to Landlord the name, address, financial statement and business experience resume for the immediately preceding three (3) years of the proposed assignee and such information concerning such proposed assignee as Landlord may require. This information shall be in writing and shall be sent to Landlord no less than thirty (30) days prior to the effective date of the proposed assignment, transfer or sublease. It shall be a condition to any consent by Landlord hereunder, that Tenant shall pay to Landlord a processing fee in the amount of \$500.00 or 1% of the then-current Minimum Monthly Rent, whichever is greater, as reimbursement to Landlord for any and all legally-related expenses and Landlord's administrative costs in connection with the review and preparation of assignment, transfer or sublease-related documents which may be incurred by Landlord in connection therewith. Payment of such fee shall be submitted along with Tenant's request for Landlord's consent. Any consent by Landlord to any assignment or sublease, or to the operation of a concessionaire or licensee, or the like shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease, or operation by a concessionaire or licensee or the like.

16.3 Notwithstanding any of the foregoing provisions, if Tenant, at the time of any request to approve an assignment or sublease, is or has been at any time in default under any of the terms of this Lease, which default has not been cured, Tenant may not assign, transfer or sublet the Premises in whole or in part.

16.4 In the absence of an express agreement in writing to the contrary executed by Landlord, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of Tenant from any of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed.

16.5 The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, or the termination of this Lease by Landlord pursuant to any provision contained herein, shall not work a merger, but at the option of Landlord, shall either terminate any or all existing subleases or subtenancies, or

operate as an assignment to the Landlord of any and all such subleases or subtenancies.

16.6 In the event Landlord consents in writing to Tenant's sublease of the Premises for rentals in excess of those rentals payable hereunder, Tenant shall (i) pay to Landlord, as Additional Rent hereunder all such excess rentals, and (ii) timely provide Landlord with a copy of such sublease for its files.

SECTION 17

INSOLVENCY AND DEATH

17.1 It is understood and agreed that neither this Lease nor any interest herein or hereunder, nor any estate hereby created in favor of Tenant, shall pass by operation of law under any state or federal insolvency, bankruptcy or inheritance act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, heir, legatee, devisee, or any other person whomsoever without the express prior written consent of Landlord.

SECTION 18

CONDEMNATION

18.1 In the event of any taking of or damage to all or any part of the Premises (or any interest therein) prior to the expiration or earlier termination of this Lease and by reason of any exercise of the power of eminent domain (whether by condemnation proceedings or otherwise) or by reason of any transfer of all or any part of the Premises (or any interest therein) made in avoidance of such an exercise, the rights and obligations of Landlord and Tenant with respect thereto shall be as set forth in this Section. Such taking, damage and/or transfer are all referred to as "appropriation."

18.2 If the entire Premises be appropriated, this Lease shall terminate and expire as of the date of such appropriation, and Landlord and Tenant shall be released from further liability hereunder.

18.3 If the appropriation shall be greater than one-third (1/3) of the Premises and the remainder will not be reasonably adequate for the operation of Tenant's business after Landlord completes such repairs or alterations as Landlord elects to make, either Landlord or Tenant shall have the option to terminate this Lease by notifying the other party hereto of such election in writing within thirty (30) days after such appropriation.

18.4 If after such appropriation the remaining part thereof is suitable of the purposes for which Tenant has leased the Premises, this Lease shall continue in full force and effect, but the Minimum Monthly Rent shall be reduced in an amount equal to that proportion of the Minimum Monthly Rent which the floor space of the portion taken bears to the total floor space of the Premises. In the event a partial appropriation does not terminate this Lease Tenant, at Tenant's expense, shall make repairs and restorations to the remaining premises to the extent of alterations made by Tenant and shall also repair or replace its fixtures, furniture, furnishings and equipment. If Tenant has closed, Tenant shall promptly reopen for business.

18.5 If any part of the Property comprising more than 25% of the acreage of the Property, but not including the Premises, shall be appropriated, Landlord shall have the right, at its option, to terminate this lease by notifying Tenant within six (6) months of such appropriation.

18.6 All awards payable on account of such appropriation shall be payable to Landlord, and Tenant hereby waives any and all rights thereto and interest therein; provided, however, that Tenant shall be entitled to a separate award for any taking of, or necessary repairs to Tenant's Sign installed or paid for by Tenant, goodwill, relocation costs of Tenant and any "bonus value" attributed to this Lease, but Landlord shall have no obligation with respect thereto.

SECTION 19

DAMAGE OR DESTRUCTION

19.1 In the case of the total or partial destruction of the Premises, or any portion thereof, whether by fire or other casualty, this Lease shall not terminate except as otherwise specifically provided herein. Tenant shall be entitled to a reduction in the Minimum Monthly Rent and Property Operating Cost in an amount equal to that proportion of the Minimum Monthly Rent and the Property Operating Cost which the number of square feet of floor space in the unusable portion bears to the total number of rentable square feet of the Premises. Said reduction shall be prorated so that the Minimum Monthly Rent and Property Operating Cost shall only be reduced for those days any given area is actually unusable. Further, if a portion of the Premises is so damaged or destroyed so as to preclude Tenant from practically operating its business, then there shall be a full abatement of Minimum Monthly Rent and obligation to pay the Tenant's Proportionate share of the Property Operating Cost until operations may be resumed. Subject to the availability of property insurance proceeds as provided in Paragraph 14.9 above, Landlord shall promptly undertake to repair and restore the building in which the Premises is situated including Common Areas therein

consistent with the provisions of Paragraph 21.2 below. Thereafter, Landlord shall in accordance with Paragraph 21.2 below promptly undertake and with reasonable diligence repair and reconstruct the Premises and Landlord's Work. To the extent insurance proceeds are insufficient therefor, Tenant shall be liable for any such difference. In determining what constitutes reasonable diligence, consideration shall be given to delays caused by labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials or services, acts of God and other causes beyond Tenant's reasonable control.

19.2 The provisions of this Section with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the condition specified for Landlord's Work in said Exhibit C and when placed in such condition the Premises shall be deemed restored and rendered tenantable, promptly following which time Tenant, at Tenant's expense, shall perform Tenant's Work as required by said Exhibit C, and Tenant shall also repair or replace its fixtures, furniture, furnishings, and equipment.

19.3 All insurance proceeds payable under any property insurance policy procured and maintained by Landlord shall be payable solely to Landlord and/or its mortgagee(s), and Tenant shall have no interest therein. Landlord shall endeavor to see that the proceeds are made available for repair and restoration as required of Landlord. Tenant shall in no case be entitled to compensation or damages on account of any annoyance or inconvenience in making repairs under any provision of this Lease. Except to the extent provided for in this Section 21, neither the rent payable by Tenant nor any of Tenant's other obligations under any provision of this Lease shall be affected by any damage to or destruction of the Premises or any portion thereof by any cause whatsoever.

SECTION 20

RECORDS

20.1 None

SECTION 21

RIGHT OF ACCESS

21.1 Landlord and its authorized agents and representatives shall be entitled to enter the Premises at any reasonable time for the purpose of observing, posting or keeping posted thereon notices provided for hereunder, and such other notices as Landlord may deem necessary or appropriate for protection of Landlord,

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its interest or the Premises; for the purpose of inspecting the Premises or any portion thereof; to inspect the Premises relative to concerns over use, storage or disposal of hazardous waste and chemicals; and for the purpose of making repairs to the premises or any other portion of the Property and performing any work therein or thereon which Landlord may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or any applicable standards that may, from time to time, be established by an Insurance Services Office or any similar body, or which Landlord may deem necessary or appropriate to prevent waste, loss, damage or deterioration to or in connection with the Premises or any other portion of the Property or for any other lawful purpose. Landlord shall have the right to use any means which Landlord may deem proper to open all doors in the Premises in an emergency. Entry into the Premises obtained by Landlord by any such means shall not be deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof. Nothing contained herein shall impose or be deemed to impose any duty on the part of Landlord to do any work or repair, maintenance, reconstruction or restoration, which under any provision of this Lease is required to be done by Tenant; the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to do the same.

21.2 Landlord may, during the progress of any work on the Premises, keep and store upon the Premises all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Tenant by reason of making any such repairs or performing any such work upon the Premises, or on account of bringing materials, supplies and equipment into, upon or through the Premises during the course thereof, and the obligations of Tenant under this lease shall not thereby be affected in any manner whatsoever. Landlord shall in connection with the performance of such work endeavor to cause as little inconvenience, disturbance or other damage or loss to Tenant as may be reasonably possible under the circumstances, but with regard to minimizing the additional costs to landlord associated therewith.

21.3 Landlord, its authorized agents and representatives, shall be entitled to enter the Premises at all reasonable times for the purpose of exhibiting the same to prospective purchasers and, during the final year of the Term of this Lease, Landlord shall be entitled to exhibit the Premises for lease and post signs therewith announcing the same.

SECTION 22

ESTOPPEL CERTIFICATE

22.1 Tenant agrees that within ten (10) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) days, Tenant shall be deemed in violation of this Lease and Landlord shall have the rights and remedies for default as discussed below.

SECTION 23

TENANT'S DEFAULT; LANDLORD'S REMEDIES

23.1 Tenant's compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of Landlord hereunder. Any one or more of the following shall be a "default" under this Lease:

23.2 Tenant shall default in the payment of any sum of money required to be paid hereunder and such default continues for five (5) days after written notice thereof from Landlord to Tenant; or

23.3 Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ten (10) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ten (10) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence, and in any event, within twenty (20) days from the date of giving of such notice; or

23.4 Tenant should vacate or abandon the Premises during the Term and not otherwise be current in its rental and other obligations under this Lease; or

23.5 There is filed any petition in bankruptcy or Tenant is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take

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possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of twenty (20) days.

23.6 The provisions hereof shall also apply to any occupant of the Premises; or Tenant does, or permits to be done, any act which creates a mechanic's lien or claim thereof against the Premises or the Property and fails to timely discharge same; or

23.7 Tenant fails to furnish Landlord with a copy of any insurance policy required to be furnished by Tenant to Landlord when due, and such default shall continue for five (5) days after written notice from Landlord; or

23.7.1 Tenant's causing, permitting or suffering to be done any act (i) required by this Lease to have the prior written consent of Landlord, unless such consent is so obtained, or (ii) prohibited by this Lease; or

23.8 In the event of a default as designated in this Section or elsewhere herein, in addition to any other rights or remedies provided for herein or available at law or in equity, Landlord, at its sole option, shall have the following rights:

23.8.1 The right to declare the Term of this Lease ended and to re-enter the Premises and take possession thereof, and to terminate all of the rights of Tenant in and to the Premises; or

23.8.2 The right, even though it may have relet all or any portion of the Premises in accordance with the provisions above, to thereafter at any time elect to terminate this Lease for such previous default on the part of Tenant, and to terminate all of the rights of Tenant in and to the Premises.

23.9 Pursuant to said rights of re-entry above, Landlord may remove all persons from the Premises and may, but shall not be obligated to, remove all property therefrom, and may, but shall not be obligated to, enforce any rights Landlord may have against said property or store the same in any public or private warehouse or elsewhere at the cost and for the account of Tenant or the owner or owners thereof. Tenant agrees to hold Landlord free of and harmless from any liability whatsoever for the removal and/or storage of any such property, whether of Tenant or any third party whomsoever. Notwithstanding anything contained herein to the contrary, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other sum of money thereafter to

accrue hereunder, or Tenant's liability for damages under any of the provisions hereof, by any such re-entry, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have specifically, with reference to this Section, notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants and agrees that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of Nevada and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the service of such notice to Tenant) be deemed to be a termination of this Lease, or the termination of any liability hereunder of Tenant to Landlord.

23.10 Tenant acknowledges and agrees that, in the event of any failure of Tenant to pay any Minimum Monthly Rent, Additional Rent or other charges or moneys required to be paid by Tenant to Landlord pursuant to this Lease, Tenant shall immediately be in the status of default such that, at Landlord's option, the five (5) day written notice required by subparagraph 25.1.1 hereof (i) may be a five-day notice as contemplated by NRS §40.250 or NRS §40.253, or (ii) may be given simultaneously or may run concurrently with any five day notice given by Landlord pursuant to NRS §40.250 or NRS §40.253.

23.11 In any action brought by Landlord or Tenant to enforce any of its rights under or arising from this Lease, the prevailing party shall be entitled to receive its court costs and legal expenses, including reasonable attorneys' fees, at trial and on appeal, whether such action is prosecuted to judgment or not. The parties shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.

23.12 The waiver by Landlord of any particular default or breach of any of the terms, covenants or conditions hereof on the part of Tenant to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other term, covenant or condition contained herein. Landlord's failure to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed to be a waiver of any rights or remedies of Landlord. The subsequent acceptance of rent or any other payment hereunder by Tenant to Landlord shall not be construed to be a waiver of any preceding breach by Tenant of any term, covenant or condition or this Lease other than the failure of Tenant to

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pay the particular rental or other payment or portion thereof so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental or other payment. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein provided shall be deemed to be other than on account of the earliest rent due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. This Section 26 may not be waived.

23.13 Tenant agrees that Landlord shall have a "Landlord's Lien" on and against all real or personal property of Tenant or any of Tenant's agents, subtenants, or licensees situated on or in the Premises, which lien shall secure the payment of all rental and additional charges payable by Tenant to Landlord under the terms hereof.

SECTION 24

QUIET POSSESSION

24.1 Tenant, upon paying the Minimum Monthly Rent, Additional Rent and all other charges and moneys herein required of Tenant, and upon Tenant's performance of all of the terms, covenant and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Premises during the Term of this Lease without any disturbance from Landlord or from any other person claiming through Landlord.

SECTION 25

DEFAULT BY LANDLORD

25.1 In the event of any sale, transfer and exchange of the Premises or other property by Landlord to the extent that such purchaser, transferee or other party acquiring the interest in the Landlord, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission relating to the Premises occurring after the consummation of such sale, transfer or exchange. Tenant agrees to attorn to such purchaser, transferee or grantee.

SECTION 26

DEFAULT BY LANDLORD

26.1 It is agreed that in the event Landlord fails or refuses to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, that Tenant, prior to exercising any right or remedy Tenant may have against Landlord on account of such default, shall give written notice to Landlord of such default, specifying in said notice the default with which Landlord is charged and Landlord shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. Notwithstanding any other provisions hereof, Tenant agrees that if the default complained of in the notice provided for by this Section is of such a nature that the same can be rectified or cured by Landlord, but cannot with reasonable diligence be rectified or cured by Landlord within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Landlord within a thirty (30) day period shall commence the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing to proceed.

SECTION 27

FORCE MAJEURE

27.1 Whenever a day is appointed herein on which, or a period of time is appointed in which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, weather or other acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any rent or charge required of Tenant hereunder, except as may be specifically provided in this Lease.

SECTION 28

NOTICES

28.1 Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally, or delivered by recognized commercial courier (such as Federal Express), or if

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deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

28.2.1 Any notice or demand to Landlord shall be addressed to

Landlord at:
D2753, LLC
P.O. Box 570413
Houston, TX 77257-0413
ATTN: Brenda Roberts

With copy to:

Kolesar & Leatham, Chtd
3320 West Sahara Avenue, Suite 380
Las Vegas, NV 89102
ATTN: Elliott R. Eisner, Esq.

28.2.2 Any notice or demand to Tenant shall be addressed to Tenant at:

Clear Channel Outdoor, Inc
2880-B Meade Ave, Suite 350
Las Vegas, Nevada 89102

28.3 Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

SECTION 29

REMEDIES CUMULATIVE

29.1 The various rights, options, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

SECTION 30

SUCCESSORS AND ASSIGNS

30.1 The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of Landlord and Tenant (where permitted), respectively.

SECTION 31

PARTIAL INVALIDITY

31.1 If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 32

TIME OF THE ESSENCE

32.1 Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

SECTION 33

ENTIRE AGREEMENT

33.1 This Lease contains the entire agreement between the parties and shall not be amended, changed or terminated orally.

SECTION 34

NO PARTNERSHIP

34.1 Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any of the provisions contained in this lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

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SECTION 35

BROKERS

35.1 Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease creating any liability and hereby holds harmless and indemnifies Landlord from and against any and all cost, expense or liability including legal fees and costs in defense thereof for any compensation, commissions and charges claimed to be due by any broker or agent with respect to this Lease or the negotiation hereof based on any such broker's or agent's representation of Tenant. The foregoing shall not apply to any internal or related commission or fee to be paid by Landlord.

SECTION 36

SAVINGS CLAUSE

36.1 Notwithstanding any other provision of this Lease, in the event the Term of this Lease shall not have commenced within thirty days from the date of execution hereof, this Lease shall become null and void and Landlord and Tenant shall thereupon be released from any and all obligations with respect thereto.

SECTION 37

37.1 In the event any action at law or in equity, or any special proceeding, be instituted by either of the parties hereof against the other to enforce this Lease, or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees at trial and on appeal.

SECTION 38

GENERAL PROVISIONS

38.1 The captions appearing at the commencement of the Sections hereof are descriptive only and for convenience of reference to this lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

38.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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38.3 The laws of the State of Nevada shall govern the validity, construction, performance, enforcement and effect of this Lease. Any legal action under this Lease or in any way pertaining to this Lease must be instituted and maintained in Clark County, Nevada.

38.4 Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

38.5 In the event Tenant now or hereafter shall consist of more than one person, firm or corporation, then and in such event, all such persons, firms or corporations shall be jointly and severally liable as Tenant hereunder.

38.6 The submission of this Lease for examination does not constitute a reservation of or option to lease the Premises; this Lease becomes effective as a Lease only upon execution by Landlord and delivery thereof by Landlord to Tenant.

38.7 Should any claim or lien be filed against the Premises, or any action or proceeding be instituted affecting the title to the Premises, Tenant shall give Landlord written notice thereof as soon as Tenant obtains actual or constructive knowledge thereof.

38.8 This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

38.9 Tenant acknowledges that, by entering into this Lease with Landlord, Tenant has not become a third-party beneficiary of any lease between Landlord and any other tenant of the property, and that no part of the inducement to Tenant to enter into this Lease was any promise or covenant of Landlord, express or implied, to enforce any other lease for the benefit of Tenant.

38.10 Tenant agrees and acknowledges that Landlord has bargained for Tenant's full and faithful compliance with the terms of the Lease, and Tenant's full and faithful payment of all Minimum Monthly Rent, Additional Rent and other charges and moneys to be paid by Tenant. .

38.11 Landlord and Tenant acknowledge the fact that this Lease and the terms hereof are highly confidential and are to remain so. Therefore, each party hereto agrees that it will not disclose the terms hereof to any third party or unrelated or unaffiliated party except in the event of litigation, tax reporting requirements, financial planning and/or a public offering or sale of all or virtually all of the assets of the respective party hereto, as otherwise required in the

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ordinary course of each party's business, or in Tenant assigning this Lease or subletting the Premises or any portion thereof. Any breach by a party hereto shall entitle the other party to recover its consequential damages arising therefrom, but shall not give the Landlord any right to terminate the Lease.

38.12 Tenant understands and agrees that any claims by Tenant against Landlord with respect to this Lease shall be limited to the assets of the beneficial owner of the Property hereof. Tenant expressly waives any and all rights to proceed against the individual partners or against the officers, directors or shareholders of any corporate partner of such beneficial owner, except to the extent of their interests therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth above.

LANDLORD

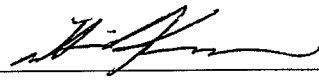
TENANT

D2753, LLC

Clear Channel Outdoor, Inc.

By: 

Its: _____

By: 

Its: Pres./GM
Las Vegas



Embellishment Permit
Existing off-premise advertising
billboard sign

Location: 2751 Westwood Dr.

APN: 162-09-102-004

Owner: D2753 LLC.

Applicant: Clear Channel Outdoor

Zoning: M



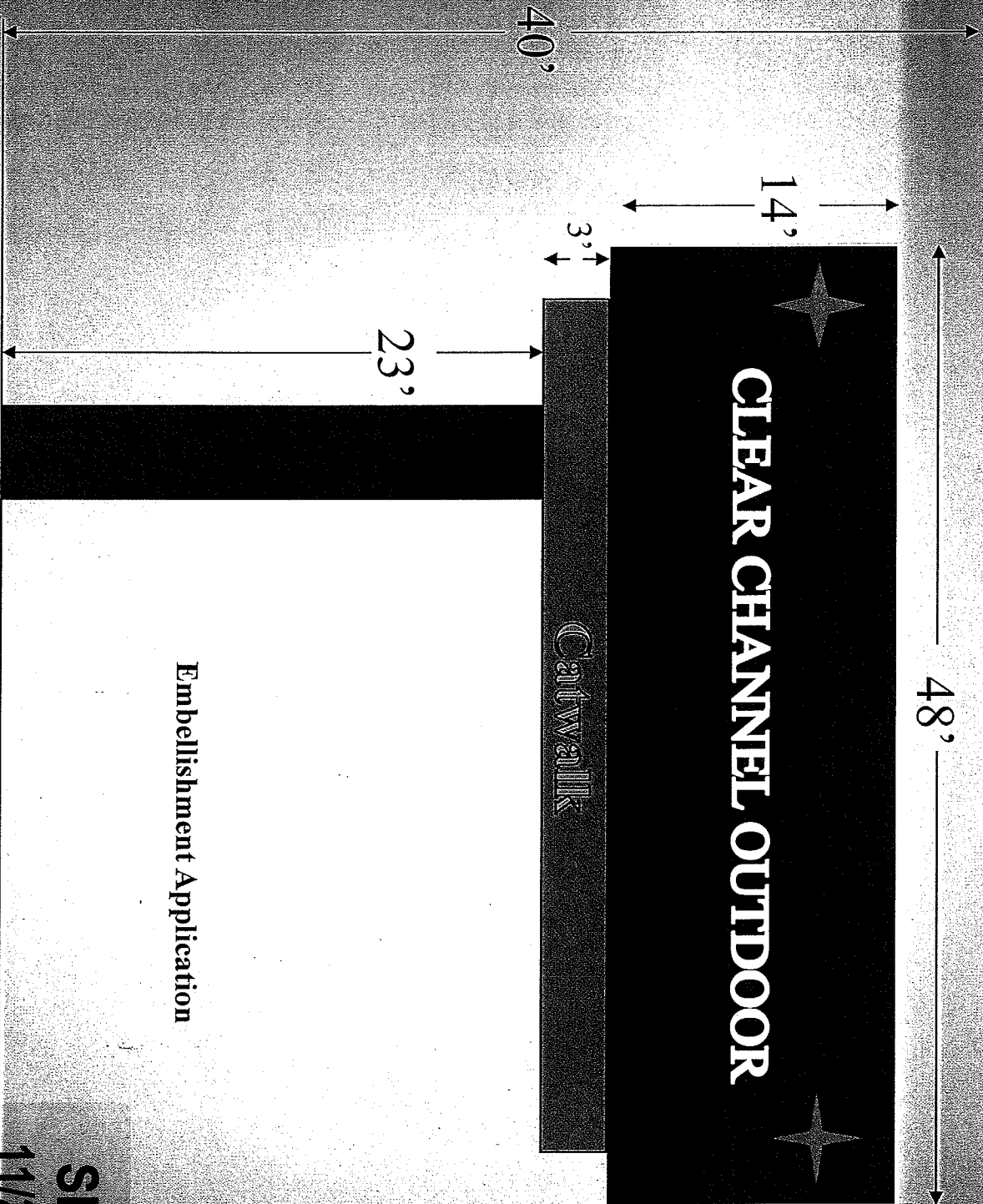
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SDR-67655

NOV 03 2016

11/2016 ADMIN

Dept of Planning
City of Las Vegas



Embellishment Application

SDR-67655

11/2016 ADMIN

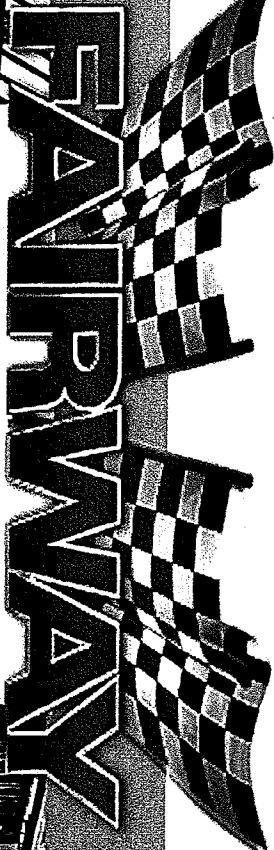
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52.2sq ft

21'

2.5'

SMALL BUSINESS



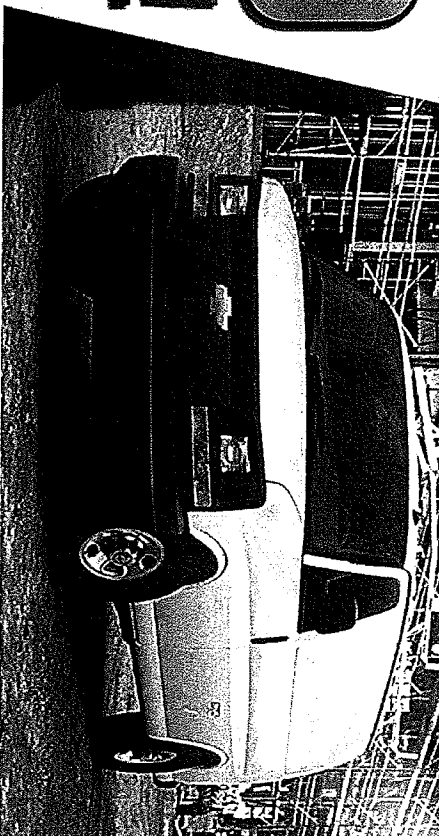
FAIRWAY

TAX BREAK!!!

UP TO

\$25,000!

LIMITATIONS APPLY. SEE A PROFESSIONAL TAX ACCOUNTANT TO DETERMINE ELIGIBILITY. FAIRWAY CHEVROLET MAKES NO GUARANTEES OR REPRESENTATIONS. ENDS 12/31/16



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Dept of Planning
City of Las Vegas

SDR-67655

11/2016 ADMIN



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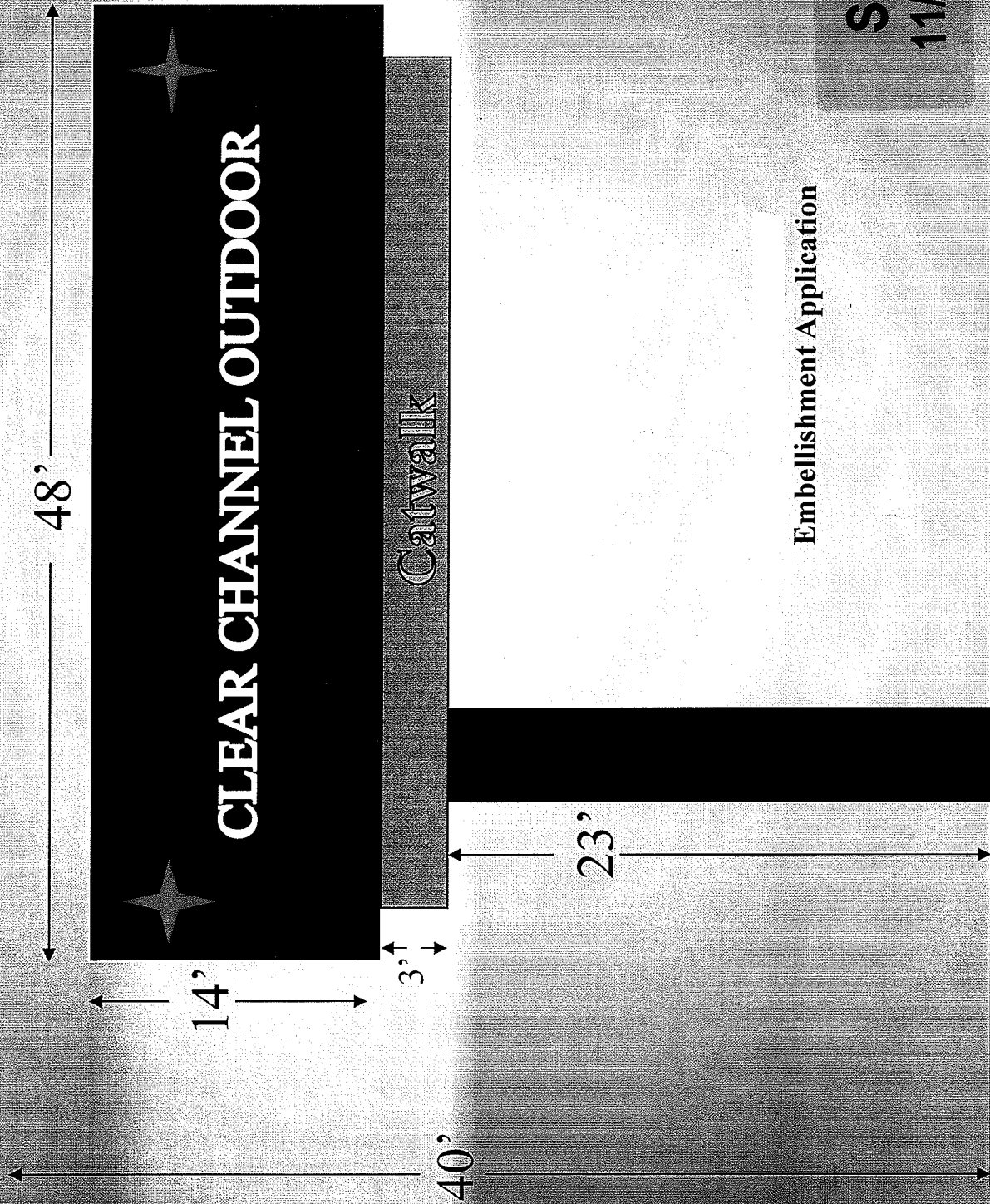
Zoning: M

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City of Las Vegas

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Embellishment Application

SDR-67655
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RECEIVED

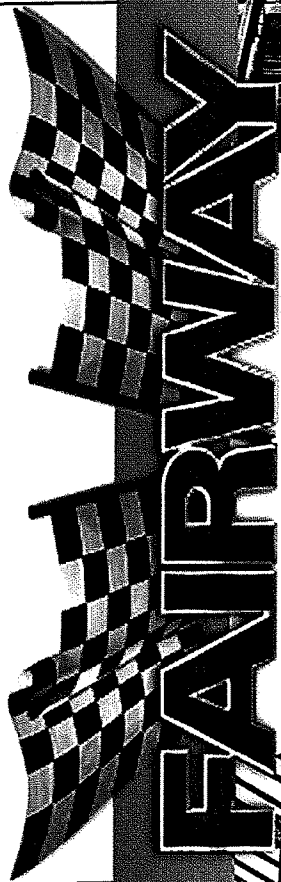
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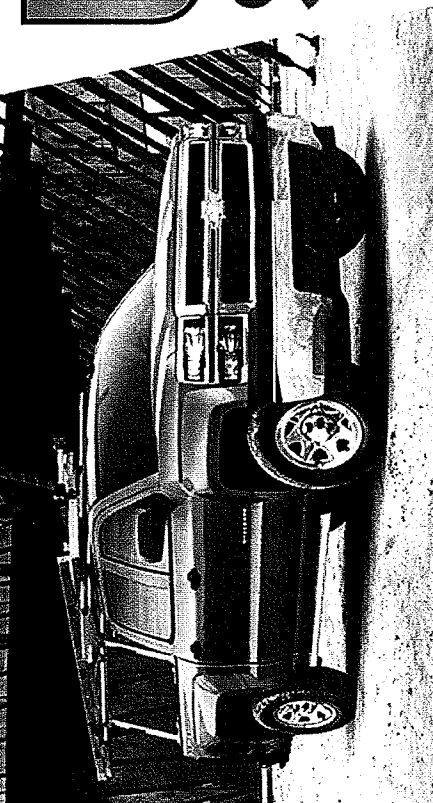


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12/00 2016

Dept of Planning
City of Las Vegas