

**LAS VEGAS
CITY COUNCIL**

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ELIZABETH N. FRETWELL
CITY MANAGER

January 7, 2016

Clear Channel Outdoor
Attn: Mike Overbo
2880-B Meade Avenue, Suite #350
Las Vegas, NV 89102

RE: Cell Facility for Sigfox, Inc. (APN 139-31-801-002) located at 820 South Valley View Boulevard; SDR-62739

Dear Mr. Overbo:

It has been determined that the proposed Wireless Communication Facility, Stealth Design, which is designed to blend into the surrounding environment by mounting it on an existing off-premise sign structure, meets the standards for preliminary approval as defined in Title 19.12.010 and 19.18.020 of the Unified Development Code of the City of Las Vegas. Building permits for the installation of the facility are required; please note that such permits may not change or alter the existing off-premise sign in any way, other than is necessary for the mounting of the approved wireless equipment, and that if the off-premise sign is removed for any reason, the wireless facility would also have to be removed at that time.

This preliminary approval becomes final within 10 days after the notice has been mailed or delivered to the applicant, unless within that period a member of the City Council files with the Director a written request for the Council to review the approval. Building permits for the facility may be approved after the 10-day period has expired with no request for further review. A copy of this letter must be included in the building permit package.

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

Sincerely,

John Grider, Planner I
Department of Planning

cc: Sigfox, Inc.
Sean Luddy
48 2nd Street, 3rd Floor
San Francisco, CA 94105

Spectrum Services
Chris Wener
8905 West Post Road, Suite #100
Las Vegas, Nevada 89148

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.7463

TTY 7-1-1

www.lasvegasnevada.gov



city of las vegas

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



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Administrative Review Application

Project Address (Location) 820 South Valley View Blvd., Las Vegas, NV 89107

Project Name NV-1662; Valley View & Charleston / LVG062005 Proposed Use _____

Assessor's Parcel #(s) 139-31-801-002 Ward # 1

General Plan: existing _____ proposed n/a Zoning: existing C-1 proposed n/a

Commercial Square Footage n/a Floor Area Ratio n/a

Gross Acres 0.33 Lots/Units n/a Density n/a

Additional Information Installation of a 3' Omni antenna and 3' diameter satellite dish on an existing billboard.

PROPERTY OWNER O'Neil Development Services, Inc. Contact Mike Overbo, Clear Channel

Address 2500 W. Sahara, #211 Phone: (702) 238-7215 Fax: _____

City Las Vegas State NV Zip 89102

E-mail Address _____

APPLICANT Sigfox, Inc. Contact Sean Luddy

Address 48 2nd Street, 3rd Floor Phone: (530) 412-0874 Fax: _____

City San Francisco State CA Zip 94105

E-mail Address sean.luddy@sigfox.com

REPRESENTATIVE Spectrum Services, Inc. Contact Chris Wener

Address 8905 W. Post Road, Suite 100 Phone: (702) 367-7705 Fax: (702) 367-8733

City Las Vegas State NV Zip 89148

E-mail Address CWener@spectrumse.com

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 Michael Overbo

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

Print Name Michael Overbo, Lessee, Clear Channel Outdoor,

Subscribed and sworn before me

This 23 day of December, 20 15.

[Signature]

Notary Public in and for said County and State

State of Nevada
County of Clark

FOR DEPARTMENT USE ONLY

Case # SDR-62739

Meeting Date: N/A

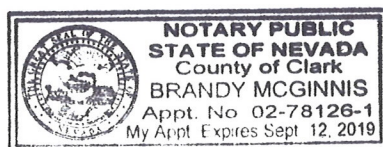
Total Fee: 500.00

Date Received: 12-23-15

Received By: [Signature]

*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



CLARK CHANNEL OUTDOOR LEASE AGREEMENT

L#4975

1. This Lease Agreement ("Lease") is effective November 1, 2005 and entered into between **Bright Path LLC** ("Landlord") and **Clear Channel Outdoor, Inc.**, a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as **Valley View WS 1000' N/O Charleston** in the County of **Clark** in the State of **Nevada** ("Property") whose permanent property tax number is **APN# 139-31-801-002** and legal description is attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing an outdoor advertising structure, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (the "Structure").

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

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

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

5. Additional Terms. _____

TENANT:

CLEAR CHANNEL OUTDOOR, INC.

By: _____

William Kurr

Its: _____

President

Branch Address: 2880-B Meade Ave

Suite 350

Las Vegas, NV 89102

Tel No. (702) 382-5020 Date: _____

LANDLORD:

BRIGHT PATH LLC

By: _____

Its: _____

Managing Member

Printed Name of Landlord: Bright Path LLC

Address: 820 S Valley View Blvd.
LAS VEGAS, NV 89107

Tel No. (702) 435-4175 Date: Feb 23, 2005
SS or Tax ID No. 88-0515465

SDR-62739

STANDARD TERMS AND CONDITIONS

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

EXHIBIT A

Legal Description



8905 West Post Road, Suite 100
Las Vegas, Nevada 89148
facsimile (702) 367-8733
direct (702) 367-7705 x226

December 23, 2015

City of Las Vegas, Department of Planning
Attn: Tom Perrigo, Director
33 North Rancho Drive
Las Vegas, Nevada 89106

RE: Administrative Design Review; APN 139-31-801-002; SigFox site NV-1662

Mr. Perrigo,

Pursuant to Section 19.12.040 of the Zoning Code of the City of Las Vegas, enclosed please find an application for an Administrative Design Review for a Wireless Communication Facility, Non-Stealth Design, at 820 S. Valley View Blvd., Las Vegas, Nevada. I have enclosed plans and photographic simulations that illustrate the proposal.

SigFox is requesting approval for the installation of an antenna and satellite dish on an existing billboard. The purpose is to enhance data to data exchange for SigFox customers. The project meets the standards and qualifies for administrative approval for the following reasons:

Sigfox is installing a low power wide area Internet of Things network. The network enables devices to connect wirelessly to the internet without having a hard wired connection. The network is known as a MtoM (machine to machine) or DtoD (device to device) network. The network will allow for the remote monitoring and reading of devices. Examples include: security systems, parking space management, traffic monitoring, connected road signs, remote cameras, power meters, thermostats, sprinkler systems, automated agricultural systems construction equipment, inventory control and materials tracking

The installation is visually negligible. It consists of a single 3' tall, 2" diameter omni directional antenna and a 3' diameter satellite dish similar to a Direct TV dish.

The proposal qualifies for administrative approval for the following reasons:

- "No residential use may exist on the property." The property is used exclusively for commercial purposes.
- Because the antenna is being mounted to a billboard, it is "a wireless communication facility that is designed to blend into the surrounding environment...[such as] tower alternative structures...[and] other camouflaging techniques..."
- The proposed facility is not "within an area designated as a Historic Preservation District..."
- "The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility." The antenna installation is visually negligible relative to the size of the billboard.

Please feel free to contact me with any questions at (702) 339-9112 or cwener@spectrumse.com

Sincerely,

Christopher Wener

RECEIVED
DEC 23 2015
Dept of Planning
City of Las Vegas

SDR-62739

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

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

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

GRANT, BARGAIN and SALE DEED

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

First Financial Collateral, Inc.

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

Safety Institute Building, LLC, a Nevada limited liability company

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

PARCEL I:

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

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

PARCEL II:

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

Subject to

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

SDR-62739

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DEC 23 2015
Dept of Planning
City of Las Vegas

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

Date: 01/17/2014

ASSESSOR'S COPY

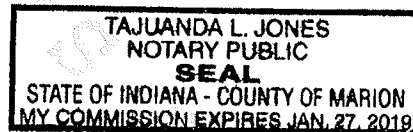
First Financial Collateral Inc.

Ben
By: BRAND GIFFIN
Its: VP, SPECIAL ASSETS OFFICER

STATE OF INDIANA)
) SS.
COUNTY OF)

This instrument was acknowledged before me on _____ by
BRAND GIFFIN, VP, SPECIAL ASSETS OFFICER of First Financial
Collateral, Inc..

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



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

TAJUANDA L. JONES
EXP. 1-27-19

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

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

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

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

4. **If Exemption Claimed:**

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

5. Partial Interest: Percentage being transferred: _____ %

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

Signature: [Signature]

Capacity: [Signature]

X Signature: [Signature]

Capacity: [Signature]

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: First Financial Collateral Inc.

Print Name: LLC

Address: 751 City Center Drive

Address: PO Box 751523

City: Carmel

City: Las Vegas

State: IN Zip: 46032

State: NV Zip: 89131

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

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-636082-HHLV MS/kh

Address: 2500 Paseo Verde Parkway, #120

City: Henderson

State: NV Zip: 89074

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

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

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

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

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

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Signature: [Signature]

Capacity: GRANTOR

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: First Financial Collateral Inc.

Address: 751 City Center Drive

City: Carmel

State: IN Zip: 46032

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Safety Institute Building,

Print Name: LLC

Address: PO Box 751523

City: Las Vegas

State: NV Zip: 89131

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

First American Title Insurance
Company National Commercial

Print Name: Services

File Number: NCS-636082-HHLV MS/kh

Address: 2500 Paseo Verde Parkway, #120

City: Henderson

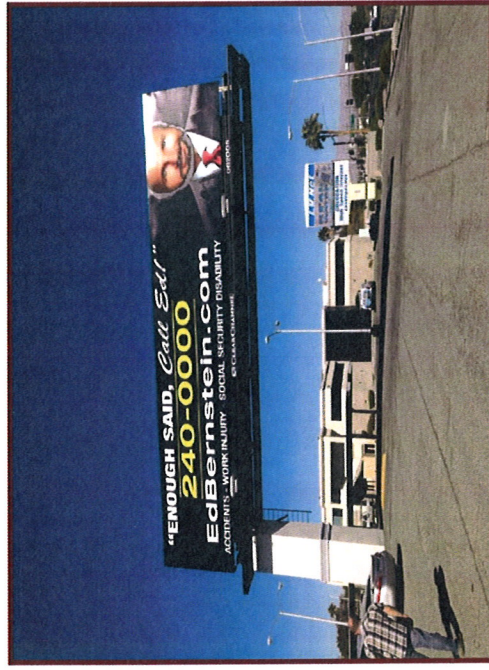
State: NV Zip: 89074

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

NV-1662

820 SOUTH VALLEY VIEW BOULEVARD, LAS VEGAS, NEVADA 89107

VIEW 1



EXISTING

SPECTRUM

8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

SIGFOX
One network A billion dreams

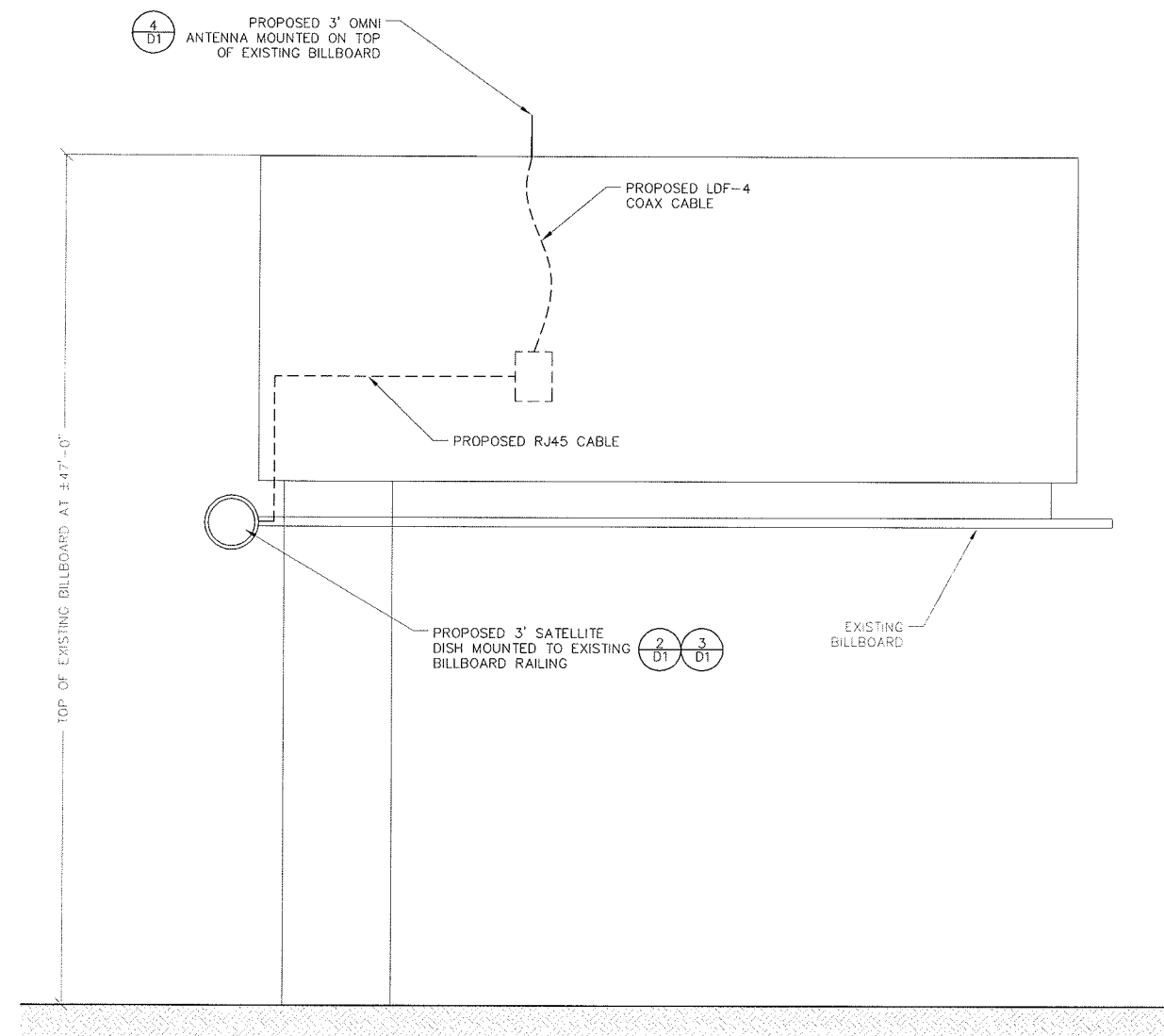
RECEIVED
DEC 23 2015

Dept of Planning
City of Las Vegas



PROPOSED

SDR-62739

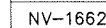


NOTE:
NO SURVEY HAS BEEN PREPARED BY SPECTRUM SERVICES, INC.
SITE MAPPING ONLY.

LEGEND



SIGFOX
One network. A billion dreams.



11" X 17" SCALE	24" X 36" SCALE
1" = 5'	1" = 2'-6"