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CITY MANAGER

June 6, 2011

SCT Services, LLC
Attn: Brenda Clemons
1736 West Park Center Drive, Ste 201
St. Louis, MO 63023

RE: Cell Facility for AT&T Wireless (APN 140-29-212-003) located at 4440 East Washington Avenue; SDR-41836

Dear Ms. Clemons:

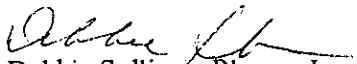
It has been determined that the removal of three (3) existing antennas and installation of three (3) new LTE panel antennas (one per sector), six (6) Radio Remote Heads (two per sector), and one (1) surge suppressor unit at the 70-foot centerline of an existing 72-foot tall Wireless Communication Facility, Stealth Design (Monopalm) located at 4440 East Washington Avenue meets the standard for approval as defined in Title 19.12.010 and 19.18.020 of the Unified Development Code of the city of Las Vegas, subject to the following.

1. Conformance to the submitted site plan and elevations date-stamped May 19, 2011.
2. All fronds/greenery at the top of the Monopalm shall be removed.
3. This approval shall be void one year from the date of final approval, unless a building permit has been issued for the proposed installation. An Extension of Time may be filed for consideration by the City of Las Vegas.
4. Any equipment located on the outside of the shelter and or building shall be painted to match the color of the exterior wall.
5. The wireless communications facility and its associated equipment and screening shall be properly maintained and kept free of graffiti at all times by the monopole owner. Failure to perform the required maintenance may result in fines and/or removal of the facility and its associated equipment. If abandoned, the property owner must obtain a demolition permit to remove the equipment within thirty (30) days of abandonment. All equipment must then be removed within six (6) months after operations at the site cease.

A Special Use Permit application will not be required prior to submittal of building permits. A copy of this letter must be included in the permit package.

If you have any questions, please contact me at (702) 229-6895.

Sincerely,


Debbie Sullivan, Planner I
Case and Public 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 702.386.9108
www.lasvegasnevada.gov



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Administrative Wireless Communications Facility Review
Project Address (Location) 4440 E. Washington Ave. Las Vegas NV 89110
Project Name AT&T L352 LTEMOD Proposed Use _____
Assessor's Parcel #(s) 14029212003 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing C-1 proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information AT&T will be removing 3 existing antennas and replacing with 3 new antennas and also adding cabling and associated equipment. replacement is same size/sha

PROPERTY OWNER Bank West c/o Cornerstone Co. Contact _____
Address 9901 Covington Cross Dr Phone: _____ Fax: _____
City Las Vegas State NV Zip 89144-6595
E-mail Address _____

APPLICANT AT&T Contact Jim Garner
Address 3763 Howard Hughes Parkway Suite 200 Phone: (702) 892-1032 Fax: _____
City Las Vegas State NV Zip 89169
E-mail Address _____

REPRESENTATIVE SCT Services, LLC Contact Brenda Clemons
Address 1736 Westpark Center Drive Ste 201 Phone: (314) 989-9810 Fax: (314) 667-5838
City St. Louis State Mo Zip 63023
E-mail Address bclemons@sctservices.com

Property Owner Signature* [Signature]

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

Print Name LYNN FOSTER

Subscribed and sworn before me

This _____ day of _____, 20 _____.

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>SDR - 41836</u>
Meeting Date:	<u>7/6/11</u>
Total Fee: *	<u>\$500.00</u>
Date Received: *	<u>5/19/11</u>
Received By:	<u>[Signature]</u>

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

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

State of California
County of CONRTA COSTA

Subscribed and sworn to (or affirmed) before me on this 12TH
day of MAY, 2011, by LYNN FOSTER

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Lynn Foster', written over a horizontal line.



March 18, 2011

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

RE: Justification Letter/Administrative Wireless Communications Facility Review

Applicant: New Cingular/AT&T
Applicant Site Ref: L352/Lamb and Washington
Site Address: 4440 E. Washington, Las Vegas, NV 89110
Parcel: 140-29-212-003

New Cingular/AT&T is not proposing changes to the current zoning or current intended use of the property. They are proposing to replace some of the existing panel antennas with newer technology panel antennas. The replacement will improve the current technology and speed of the current antennas. This work will also minimize the need for additional telecommunications sites in the area due to the number of users that are being processed thru these sites. This works with the city's desire to minimize the proliferation of wireless telecommunications facilities and will strengthen AT&T's communication system which serves the citizens of the City of Las Vegas.

The proposed scope of work is to remove and replace equipment on an existing "monopalm" telecommunications site. New Cingular/AT&T is proposing to remove (3) of the existing panel antennas that are installed and replacing them with (3) new panel antennas (different make/model but same shape and size). This will also include the associated cables and amplifiers that are needed for functionality of the new antennas. The new equipment will be painted to match the existing equipment and monopalm.

Property is zoned C1 – Wireless communications facilities are permitted with conditions. This is an existing telecommunications site and requires admin review only.

Sincerely

Brenda Clemons
SCT Services, LLC
Site Acquisition Specialist
bclemons@sctservices.com
1736 Westpark Center Drive Ste 201
St. Louis, MO 63026
Ph: 314-989-9810
Toll Free: 866-783-6314

L352- underlying lease
Market: Las Vegas
Cell Site Number: LL-352-02
Cell Site Name: Lamb & Washington

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Arza Commercial Center, LLC, a Nevada limited liability company, having a mailing address of 936 East Sahara Avenue, Las Vegas, Nevada 89104 (hereinafter referred to as "Landlord") and New Cingular Wireless, PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 4440 East Washington, in the County of Clark, State of Nevada (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property consisting of (a) a room/cabinet/ground area space of approximately 17.6 x 32.10 square feet including the air space above such room/cabinet/ground space and (b) space on the structure together with such easements as are necessary for the antennas and initial installation as described on attached **Exhibit 1** (collectively, the "Premises").
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional

portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Fifteen hundred and No/100 Dollars [REDACTED] ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly rent will increase by three percent (3 %) over the Rent paid during the previous year.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable

injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord shall provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or

standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will

not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: c/o Cingular Wireless LLC
Attn: Network Real Estate Administration
Re: Cell Site #: LL-352-02; Cell Site Name: Lamb & Washington
6100 Atlantic Boulevard
Norcross, Georgia 30071

with a copy to: Cingular Wireless
Attn.: Legal Department
Re: Cell Site #: LL-352-02; Cell Site Name: Lamb & Washington
15 E Midland Ave.
Paramus, NJ 07652

If to Landlord: Kim Larsen
6520 Turtle Hill Rd.
Las Vegas, Nevada 89110

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **TAXES.**

(a) Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant, e.g., the rooftop) relative to Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)). At the request of either party, the other shall provide evidence of payment of taxes.

(b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within seven (7) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of

any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

23. SALE OF PROPERTY.

(a) If during Term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as set forth in this Agreement.

(b) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement

or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

"LANDLORD"

Azra Commercial Center, LLC, a Nevada limited liability company



By: _____

Print Name: LENN M. LUTSEN

Its: MEM

Date: 6/6/05

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company



By: _____

Print Name: Scott Sutherland

Its: Manager, Real Estate & Construction

Date: July 27, 2005

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF California)
) ss:
COUNTY OF San Diego)

On the 22 day of July, 2005, before me personally appeared Scott Sutherland, and acknowledged under oath that he is the Manager, Real Estate & Construction of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Debra Kay Myers
Notary Public: Debra Kay Myers
My Commission Expires: mar 9, 2009

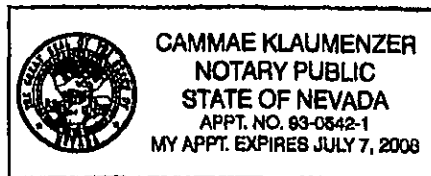
STATE OF NEVADA
COUNTY OF CLARK

LANDLORD ACKNOWLEDGMENT

LLC ACKNOWLEDGMENT

On the 6th day of JUNE, 2005, before me personally appeared Kim M. Larsen, and acknowledged under oath that he is the Managing Member of AZRA COMMERCIAL CENTER, LLC, a Nevada limited liability company, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Cammae Klammen
Notary Public: CAMMAE KLAUMENZER
My Commission Expires: 7-7-08



_____, _____, _____ personally came before me and
this/these person(s) acknowledged under oath to my satisfaction, that:
(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title]
of _____ [name of corporation] a corporation of the State of _____,
which is a general partner of the partnership named in this document;
(b) the proper corporate seal of said corporate general partner was affixed; and

Notary Public: _____
My Commission Expires: _____

STATE OF _____)
) ss:
COUNTY OF _____)

(b) was authorized to execute this instrument on behalf of the corporation and
(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

Inst #: 201003290002459
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$12025.80 Ex: #
03/29/2010 01:23:25 PM
Receipt #: 289141
Requestor:
CHICAGO TITLE THE POINTE
Recorded By: DXI Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 140-29-212-003

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

BANK OF THE WEST
300 S. GRAND AVENUE, SC-CAI-05-B
LOS ANGELES, CA 90071

ESCROW NO: 07018230-074-DCA

TRUSTEE'S DEED UPON SALE

This indenture, made March 18, 2010 between **CHICAGO TITLE AGENCY OF NEVADA, INC. A NEVADA CORPORATION** (Chicago Title), as Trustee as hereinafter stated, herein called Trustee, and Grantee named herein: **Witnesseth:**

Whereas, Azra Commercial Center, LLC, as successor in interest to Salim S. Rana Investments Corp. and Whistler Investments, Inc., By Deed of Trust dated March 6, 2000, and recorded March 9, 2000 in Book 20000309 as Instrument No. 00367, of Official Records in the office of the County Recorder of Clark County, State of Nevada, did grant and convey to said Trustee, upon the trusts therein expressed, the property hereinafter described, among other uses and purposes to secure the payment of a certain promissory note and interest according to the terms thereof, and other sums of money advanced, with interest thereon, to which reference is hereby made, and

Whereas, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of said Breach and Default hereinafter referred to, to which reference is hereby made; and

Whereas, on November 8, 2007, the then Beneficiary, or holder of said note did execute and deliver to the Trustee written Declaration of Default and demand for sale and thereafter there was filed for record on November 20, 2007 in the office of the County Recorder of Clark County, Nevada, a Notice of such breach and default and of election to cause the Trustee to sell said property to satisfy the obligation(s) secured by said Deed of Trust, which Notice was recorded in Book 20071120, as Instrument No. 0003559 of Official Records of said County, and

ESCROW NO: 07018230-074-DCA

Whereas, Trustee, in consequence of said election, declaration of default, and demand for sale, and in compliance with said Deed of Trust and with the statutes in such cases made and provided, made and published for more than twenty (20) days before the date of sale therein fixed in Nevada Legal News a newspaper of general circulation printed and published in the City of Las Vegas, in said County of Clark, State of Nevada, in which the premises to be sold are situated, Notice of Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would under the provisions of said Deed of Trust, sell the property therein and herein described at public auction to the highest bidder for cash in lawful money of the United States of America on March 18, 2010, at the hour of 1:00 o'clock P. M. of said day, at the main entrance of Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, and,

Whereas, three true and correct copies of said Notice were posted in three of the most public places in the County of Clark, State of Nevada, in which said sale was noticed to take place, and where the property is to be sold for not less than twenty days before the date of sale therein fixed, and

Whereas, compliance having been made with all the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all requirements of law regarding the service of notices required by statute, and with the Soldiers' and Sailors' Relief Act of 1940, said Trustee, at the time and place aforesaid did then and there at public auction sell the property hereinafter described to the said Grantee for the sum of Two Million Three hundred Fifty Seven Thousand Five Hundred Seventy Four and no/100 (\$2,357,574.00) Dollars, said Grantee being the highest and best bidder therefor.

Now, therefore, Trustee, in consideration of the premises recited and the sum above mentioned bid and paid by the Grantee, the receipt of which whereof is hereby acknowledged, and by virtue of these premises, does **Grant and Convey**, but without warranty or covenants, express or implied, unto the Grantee, Bank of the West, a California corporation

All that certain property situate in the County of Clark, State of Nevada described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise.

ESCROW NO: 07018230-074-DCA

In witness whereof the said **CHICAGO TITLE AGENCY OF NEVADA INC., A NEVADA CORPORATION**, as Trustee, has this day caused its corporate name and seal to be hereunto affixed by its thereunto duly authorized by resolution of its Board of Directors.

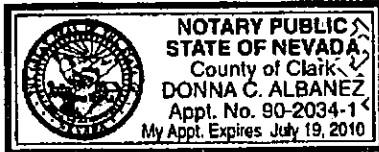
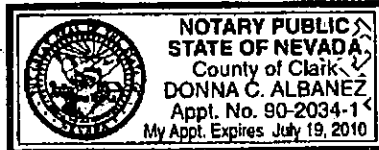
CHICAGO TITLE AGENCY OF NEVADA,
INC.

Trustee aforesaid

By: 1-2

Bonnie Blackburn

Its: Asst. Vice President



STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this March 18, 2010, personally appeared before me, a Notary Public, Bonnie Blackburn, known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that she executed the instrument.

Dorota C. Albarez

Notary Public Donna C. Albanez

Page 3 of 4

ESCROW NO: 07018230-074-DCA

EXHIBIT A

A portion of Lot One (1), Final Map of AZRA CENTER, a commercial subdivision, as shown by map thereof on file in Book 94 of Plats, Page 42, Official Records of Clark County, Nevada, situated in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the Northwest Quarter (NW ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter (NW ¼) of said Section 29; Thence North 87°57'55" East along the South line of the Northwest Quarter (NW ¼) of said Section 29 a distance of 441.34 feet; Thence North 02°02'05" West a distance of 50.00 feet to a point on the North right-of-way line of Washington Avenue being the POINT OF BEGINNING; Thence South 87°57'55" West along said right-of-way line a distance of 55.44 feet; Thence North 03°11'43" East a distance of 200.84 feet; Thence South 87°57'55" West a distance of 130.27 feet; Thence North 03°11'43" East a distance of 164.58 feet; Thence North 89°35'00" West a distance of 200.24 feet to a point on the East right-of-way line of Lamb Boulevard; Thence North 03°11'43" East along said right-of-way line a distance of 109.89 feet; Thence South 86°47'28" East a distance of 1.00 feet; Thence North 03°11'43" East a distance of 10.00 feet; Thence South 86°47'28" East a distance of 454.04; Thence South 03°11'43" West a distance of 213.29 feet; Thence North 86°48'17" West a distance of 38.04 feet; Thence South 03°11'43" West a distance of 146.00 feet; Thence South 56°30'06" West a distance of 39.98 feet; Thence South 03°11'43" West a distance of 75.39 feet to a point on the North right-of-way line of Washington Avenue being the POINT OF BEGINNING.

(Also known as Parcel 1 of Record of Survey in File 109 of Survey, Page 9, and recorded May 4, 2000 in Book 20000504, Document No. 00901, Official Records of Clark County, Nevada.)

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 140-29-212-003

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
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$2,357,574.00
b. Deed in Lieu of Foreclosure Only (value of property):
c. Transfer Tax Value: \$2,357,574.00
d. Real Property Transfer Tax Due: \$12,025.80

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

Signature _____

Capacity Lender

Signature K. Stassi, U.P. for Bank of the West

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Chicago Title Agency of Nevada, Inc.

Address: 3993 Howard Hughes Pkwy #120

City: Las Vegas

State: NV

Zip: 89169

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bank of the West

Address: 300 S. Grand Ave. So. CA 1-05-B

City: Los Angeles

State: CALIF.

Zip: 90071

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

Print Name: Chicago Title

Escrow #: 07018230-074

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 201003310001689
Fees: \$18.00 N/C Fee: \$25.00
RPTT: \$0.00 Ex: #003
03/31/2010 10:45:38 AM
Receipt #: 292417
Requestor:
CHICAGO TITLE THE POINTE
Recorded By: OSA Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN# 140-29-212-003

**When Recorded Return to
And Mail Tax Statements to:**

BANK OF THE WEST
300 S. Grand Avenue, SC-CAL-05-B
Los Angeles, CA 90071

RE-RECORD
TRUSTEE'S DEED UPON SALE

(Title on Document)

**This document is being re-recorded to correct the address of the Grantee on
Trustee's Deed 20100329-002459**

This page added to provide additional information required by NRS 111.312
Sections 1-2 (Additional recording fee applies)

This cover page must be typed or printed clearly in black ink only

Inst #: 201003290002459

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$12025.80 Ex: #

03/29/2010 01:23:25 PM

Receipt #: 289141

Requestor:

CHICAGO TITLE THE POINTE

Recorded By: DXI Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 140-29-212-003

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

BANK OF THE WEST CAL
300 S. GRAND AVENUE, SC-QAF-05-B
LOS ANGELES, CA 90071

ESCROW NO: 07018230-074-DCA

TRUSTEE'S DEED UPON SALE

This indenture, made March 18, 2010 between **CHICAGO TITLE AGENCY OF NEVADA, INC. A NEVADA CORPORATION** (Chicago Title), as Trustee as hereinafter stated, herein called Trustee, and Grantee named herein: **Witnesseth:**

Whereas, Azra Commercial Center, LLC, as successor in interest to Salim S. Rana Investments Corp. and Whistler Investments, Inc., By Deed of Trust dated March 6, 2000, and recorded March 9, 2000 in Book 20000309 as Instrument No. 00367, of Official Records in the office of the County Recorder of Clark County, State of Nevada, did grant and convey to said Trustee, upon the trusts therein expressed, the property hereinafter described, among other uses and purposes to secure the payment of a certain promissory note and interest according to the terms thereof, and other sums of money advanced, with interest thereon, to which reference is hereby made, and

Whereas, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of said Breach and Default hereinafter referred to, to which reference is hereby made; and

Whereas, on November 8, 2007, the then Beneficiary, or holder of said note did execute and deliver to the Trustee written Declaration of Default and demand for sale and thereafter there was filed for record on November 20, 2007 in the office of the County Recorder of Clark County, Nevada, a Notice of such breach and default and of election to cause the Trustee to sell said property to satisfy the obligation(s) secured by said Deed of Trust, which Notice was recorded in Book 20071120, as Instrument No. 0003559 of Official Records of said County, and

This document is being re-recorded to correct the Return to Address

ESCROW NO: 07018230-074-DCA

Whereas, Trustee, in consequence of said election, declaration of default, and demand for sale, and in compliance with said Deed of Trust and with the statutes in such cases made and provided, made and published for more than twenty (20) days before the date of sale therein fixed in Nevada Legal News a newspaper of general circulation printed and published in the City of Las Vegas, in said County of Clark, State of Nevada, in which the premises to be sold are situated, Notice of Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would under the provisions of said Deed of Trust, sell the property therein and herein described at public auction to the highest bidder for cash in lawful money of the United States of America on March 18, 2010, at the hour of 1:00 o'clock P. M. of said day, at the main entrance of Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, and,

Whereas, three true and correct copies of said Notice were posted in three of the most public places in the County of Clark, State of Nevada, in which said sale was noticed to take place, and where the property is to be sold for not less than twenty days before the date of sale therein fixed, and

Whereas, compliance having been made with all the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, and in particular, full compliance having been made with all requirements of law regarding the service of notices required by statute, and with the Soldiers' and Sailors' Relief Act of 1940, said Trustee, at the time and place aforesaid did then and there at public auction sell the property hereinafter described to the said Grantee for the sum of Two Million Three hundred Fifty Seven Thousand Five Hundred Seventy Four and no/100 (\$2,357,574.00) Dollars, said Grantee being the highest and best bidder therefor.

Now, therefore, Trustee, in consideration of the premises recited and the sum above mentioned bid and paid by the Grantee, the receipt of which whereof is hereby acknowledged, and by virtue of these premises, does **Grant and Convey**, but without warranty or covenants, express or implied, unto the Grantee, Bank of the West, a California corporation

All that certain property situate in the County of Clark, State of Nevada described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise.

ESCROW NO: 07018230-074-DCA

In witness whereof the said CHICAGO TITLE AGENCY OF NEVADA INC., A NEVADA CORPORATION, as Trustee, has this day caused its corporate name and seal to be hereunto affixed by its thereunto duly authorized by resolution of its Board of Directors.

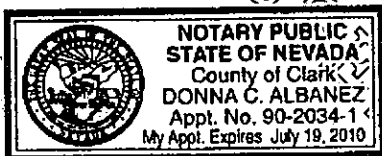
CHICAGO TITLE AGENCY OF NEVADA,
INC.

Trustee aforesaid

By: _____

Bonnie Blackburn

Its: Asst. Vice President



STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this March 18, 2010, personally appeared before me, a Notary Public, Bonnie Blackburn, known (or proved) to me to be the person(s) whose names(s) is/are subscribed to the above instrument who acknowledged that she executed the instrument.

Donna C. Albanez
Notary Public Donna C. Albanez

ESCROW NO: 07018230-074-DCA

EXHIBIT A

A portion of Lot One (1), Final Map of AZRA CENTER, a commercial subdivision, as shown by map thereof on file in Book 94 of Plats, Page 42, Official Records of Clark County, Nevada, situated in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the Northwest Quarter (NW ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., more particularly described as follows:

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(Also known as Parcel 1 of Record of Survey in File 109 of Survey, Page 9, and recorded May 4, 2000 in Book 20000504, Document No. 00901, Official Records of Clark County, Nevada.)

ESCROW NO: 07018230-074-DCA

EXHIBIT A

A portion of Lot One (1), Final Map of AZRA CENTER, a commercial subdivision, as shown by map thereof on file in Book 94 of Plats, Page 42, Official Records of Clark County, Nevada, situated in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the Northwest Quarter (NW ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter (NW ¼) of said Section 29; Thence North 87°57'55" East along the South line of the Northwest Quarter (NW ¼) of said Section 29 a distance of 441.34 feet; Thence North 02°02'05" West a distance of 50.00 feet to a point on the North right-of-way line of Washington Avenue being the POINT OF BEGINNING; Thence South 87°57'55" West along said right-of-way line a distance of 55.44 feet; Thence North 03°11'43" East a distance of 200.84 feet; Thence South 87°57'55" West a distance of 130.27 feet; Thence North 03°11'43" East a distance of 164.58 feet; Thence North 89°35'00" West a distance of 200.24 feet to a point on the East right-of-way line of Lamb Boulevard; Thence North 03°11'43" East along said right-of-way line a distance of 109.89 feet; Thence South 86°47'28" East a distance of 1.00 feet; Thence North 03°11'43" East a distance of 10.00 feet; Thence South 86°47'28" East a distance of 454.04; Thence South 03°11'43" West a distance of 213.29 feet; Thence North 86°48'17" West a distance of 38.04 feet; Thence South 03°11'43" West a distance of 146.00 feet; Thence South 56°30'06" West a distance of 39.98 feet; Thence South 03°11'43" West a distance of 75.39 feet to a point on the North right-of-way line of Washington Avenue being the POINT OF BEGINNING.

(Also known as Parcel 1 of Record of Survey in File 109 of Survey, Page 9, and recorded May 4, 2000 in Book 20000504, Document No. 00901, Official Records of Clark County, Nevada.)

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 140-29-212-003

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
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

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

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

c. Transfer Tax Value:

d. Real Property Transfer Tax Due:

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 3

b. Explain Reason for Exemption: RE-RECORD TRUSTEE'S DEED 20100329-02459 TO
CORRECT THE MAILING ADDRESS OF THE GRANTEE

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 D. Albarez

Capacity Lender's Agent

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Chicago Title Agency of Nevada, Inc.

Address: 3993 Howard Hughes Pkwy #120

City: Las Vegas

State: NV Zip: 89169

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Bank of the West

Address: 300 S. Grand AVE., SC-CAL-05-B

City: Los Angeles

State: California Zip: 90071

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

Print Name: Chicago Title

Escrow #: 07018230-074

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
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g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property: \$2,357,574.00

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

c. Transfer Tax Value: \$2,357,574.00

d. Real Property Transfer Tax Due: \$12,025.80

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

Signature _____

Capacity Lender

Signature Rita Stassi, V.P. for Bank of the West

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Chicago Title Agency of Nevada, Inc.

Address: 3993 Howard Hughes Pkwy #120

City: Las Vegas

State: NV

Zip: 89169

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Bank of the West

Address: 300 S. Grand Ave. Ste 805-B

City: Los Angeles

State: CALIF.

Zip: 90071

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

Print Name: Chicago Title

Escrow #: 07018230-074

Address: P.O. Box 70480

City/State/Zip: Las Vegas, Nevada 89170-0480

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PHOTO SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY

SITE LOCATION MAP

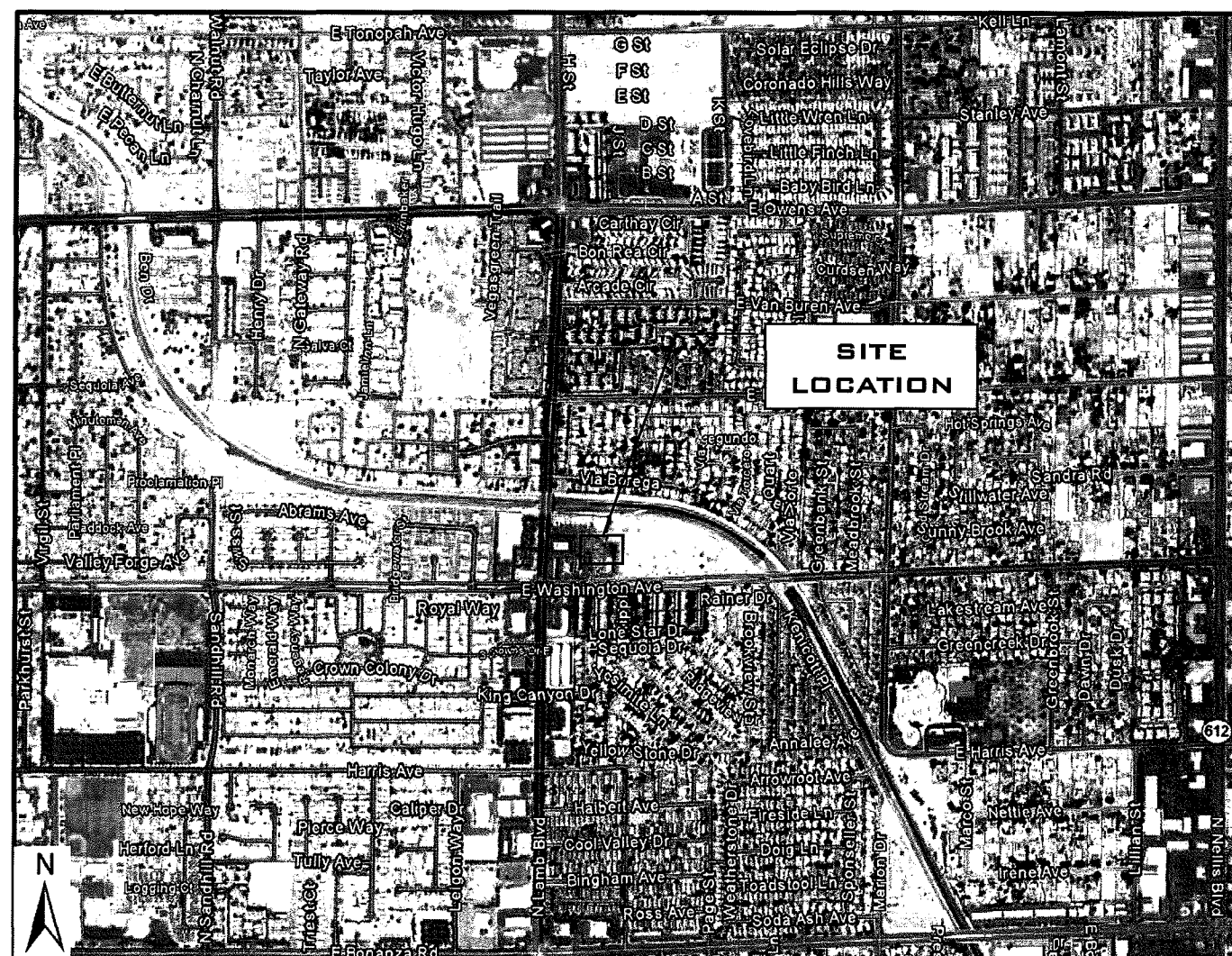


Image from GoogleMaps 2010©

SITE NUMBER: L352 (51758)

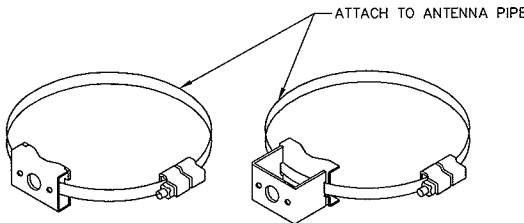
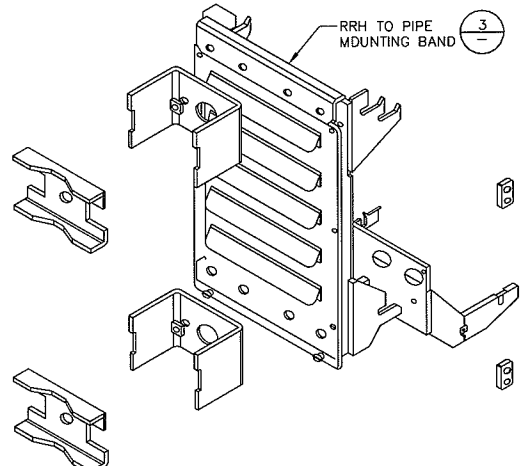
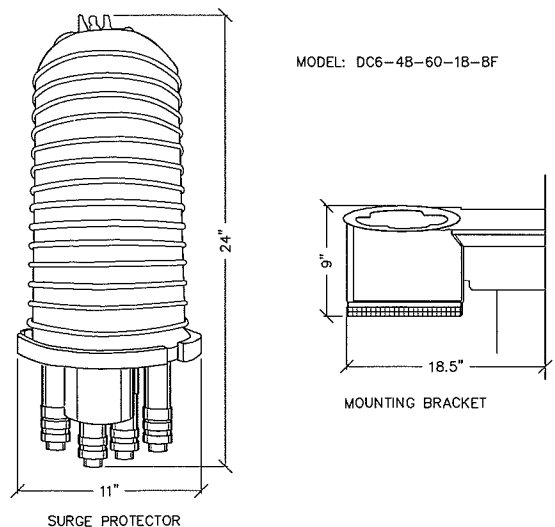
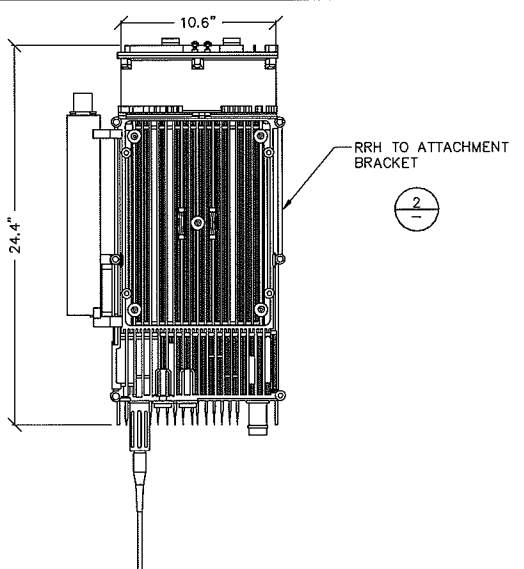
SITE NAME: LAMB AND WASHINGTON

SITE ADDRESS: 4440 E. WASHINGTON AVENUE
LAS VEGAS, NV 89110

DATE: 03/24/11

APPLICANT: AT&T WIRELESS

CONTACT: DAN SIMMS
BLACK & VEATCH
(702) 481-1178

									 POLE BAND WITH LOW PROFILE WELDMENT POLE BAND WITH STANDARD WELDMENT										
NOT USED			SCALE: NONE	12	NOT USED			SCALE: NONE	9	NOT USED			SCALE: NONE	6	PIPE MOUNTING BAND			SCALE: NONE	3
																			
NOT USED			SCALE: NONE	11	NOT USED			SCALE: NONE	8	NOT USED			SCALE: NONE	5	RRH ATTACHMENT BRACKET			SCALE: NONE	2
						 MODEL: DC6-4B-60-1B-8F MOUNTING BRACKET SURGE PROTECTOR						 RRH TO ATTACHMENT BRACKET							
NOT USED			SCALE: NONE	10	NOT USED			SCALE: NONE	7	SURGE PROTECTOR			SCALE: NONE	4	REMOTE RADIO HEADS			SCALE: NONE	1



3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89169

PROJECT INFORMATION:

USID# 51758
LAMB & WASHINGTON
LSVGNVL-352_LTE

4440 EAST WASHINGTON AVENUE
LAS VEGAS, NEVADA 89110

CURRENT ISSUE DATE:

03/11/11

ISSUED FOR:

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

1	03/11/11	100% CONSTRUCTION	R.R.
0	02/17/11	90% CONSTRUCTION	R.R.

PLANS PREPARED BY:

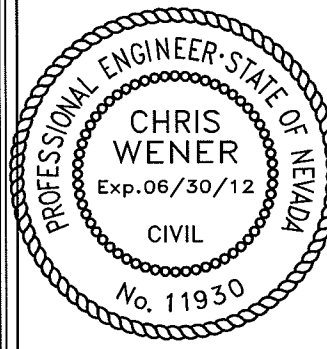


SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK.: APV.:

R. RASCO M. CEFALU C. WENER

LICENSURE:



SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER: REVISION:

A6

1

BV-L352_LTE



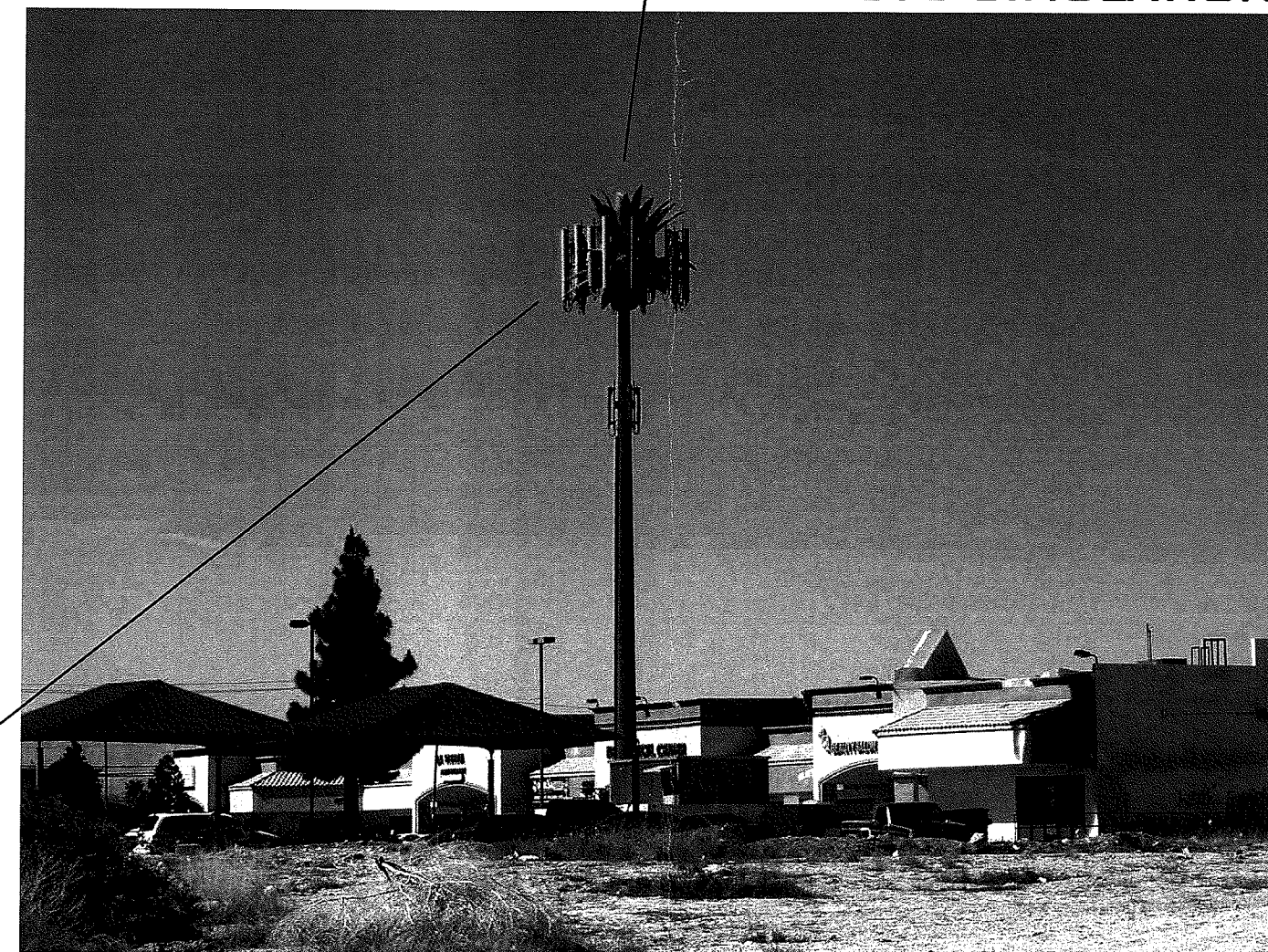
EXISTING VIEW

**EXISTING 72'-0" MONOPALM
WITH (12) EXISTING AT&T
ANTENNAS**

**(1) EXISTING AT&T ANTENNA
PER SECTOR TO BE REMOVED**

**(3) PROPOSED AT&T LTE
ANTENNAS, (1) ANTENNA PER
SECTOR AT RAD CENTER 70'-0"
(PAINT TO MATCH EXISTING
ANTENNAS)**

PHOTO SIMULATION



**(6) PROPOSED RRH's, (2) RRH's PER
SECTOR AND (1) PROPOSED SURGE
SUPPRESSOR (PAINT TO MATCH
EXISTING ANTENNAS)**



EXISTING VIEW

**EXISTING 72'-0" MONOPALM
WITH (12) EXISTING AT&T
ANTENNAS**

**(1) EXISTING AT&T ANTENNA
PER SECTOR TO BE REMOVED**

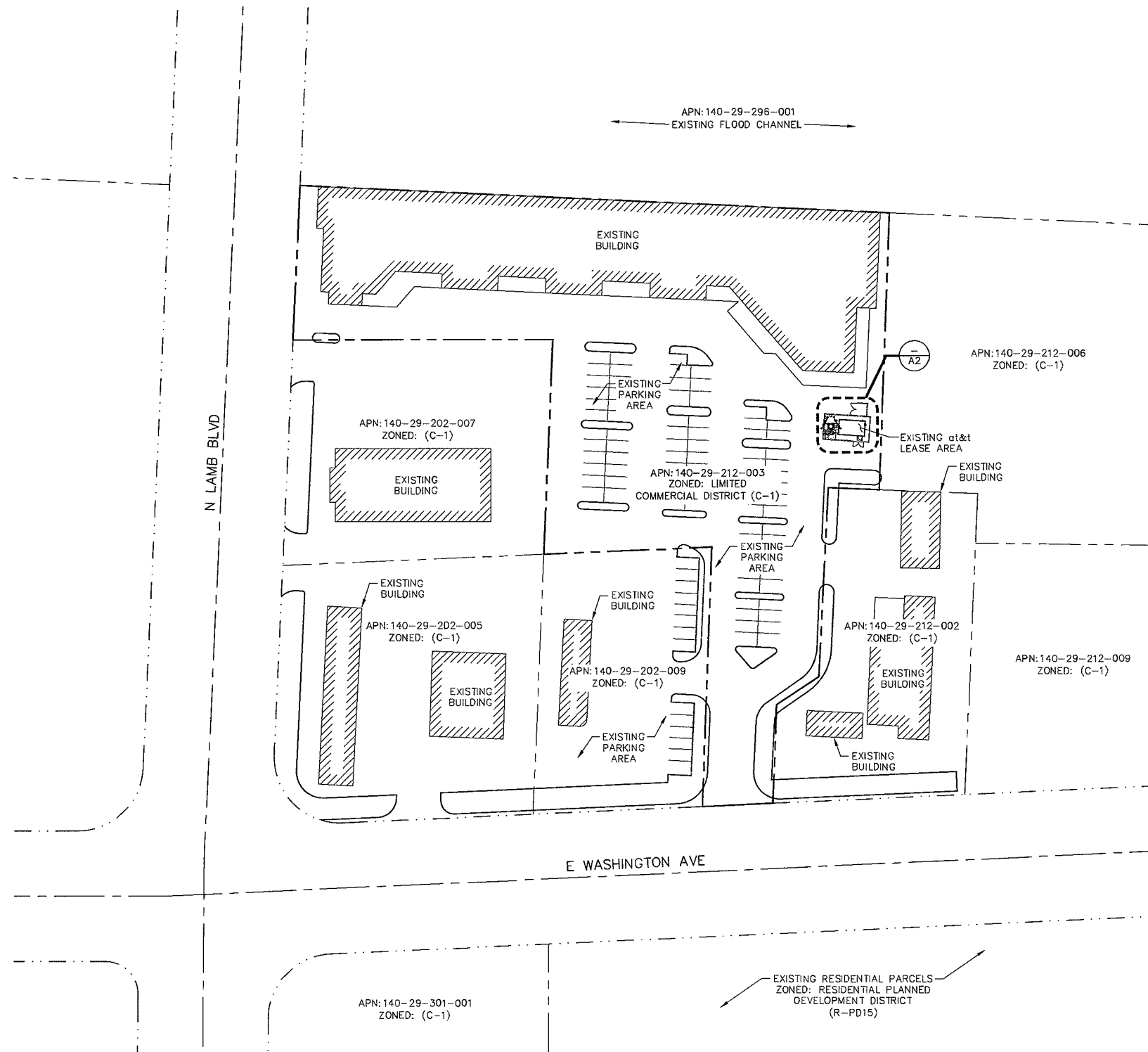
**(3) PROPOSED AT&T LTE
ANTENNAS, (1) ANTENNA PER
SECTOR AT RAD CENTER 70'-0"
(PAINT TO MATCH EXISTING
ANTENNAS)**

PHOTO SIMULATION



**(6) PROPOSED RRH's, (2) RRH's PER
SECTOR AND (1) PROPOSED SURGE
SUPPRESSOR (PAINT TO MATCH
EXISTING ANTENNAS)**

NOTE:
NO SURVEY WAS PERFORMED. SITE MAPPING ONLY.



- LEGEND
- LEASE AREA
 - CENTERLINE
 - EASEMENT
 - RIGHT-OF-WAY
 - SECTION LINE
 - PROPERTY LINE
 - OHP OVERHEAD PDWER
 - EXISTING CHAINLINK FENCE
 - PROPOSED CHAINLINK FENCE
 - PROPOSED WROUGHT IRON FENCE
 - EXISTING 1' CONTOUR
 - EXISTING 5' CONTOUR
 - EXISTING BLDCK WALL
 - PROPOSED BLOCK WALL
 - FIRE HYDRANT
 - PARKING LOT AREA LIGHT
 - O.R. OFFICIAL RECORD
 - POWER POLE



3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89169

PROJECT INFORMATION:

USID# 51758
LAMB & WASHINGTON
LSVGNVL-352_LTE
4440 EAST WASHINGTON AVENUE
LAS VEGAS, NEVADA 89110

CURRENT ISSUE DATE:

03/11/11

ISSUED FOR:

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

1	03/11/11	100% CONSTRUCTION	R.R.
0	02/17/11	90% CONSTRUCTION	R.R.

PLANS PREPARED BY:

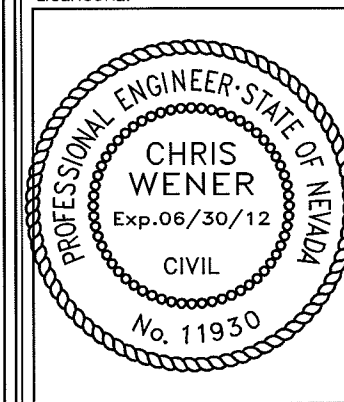


SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK.: APV.:

R. RASCO M. CEFALU C. WENER

LICENSURE:



SHEET TITLE:

SITE PLAN

SHEET NUMBER: REVISION:

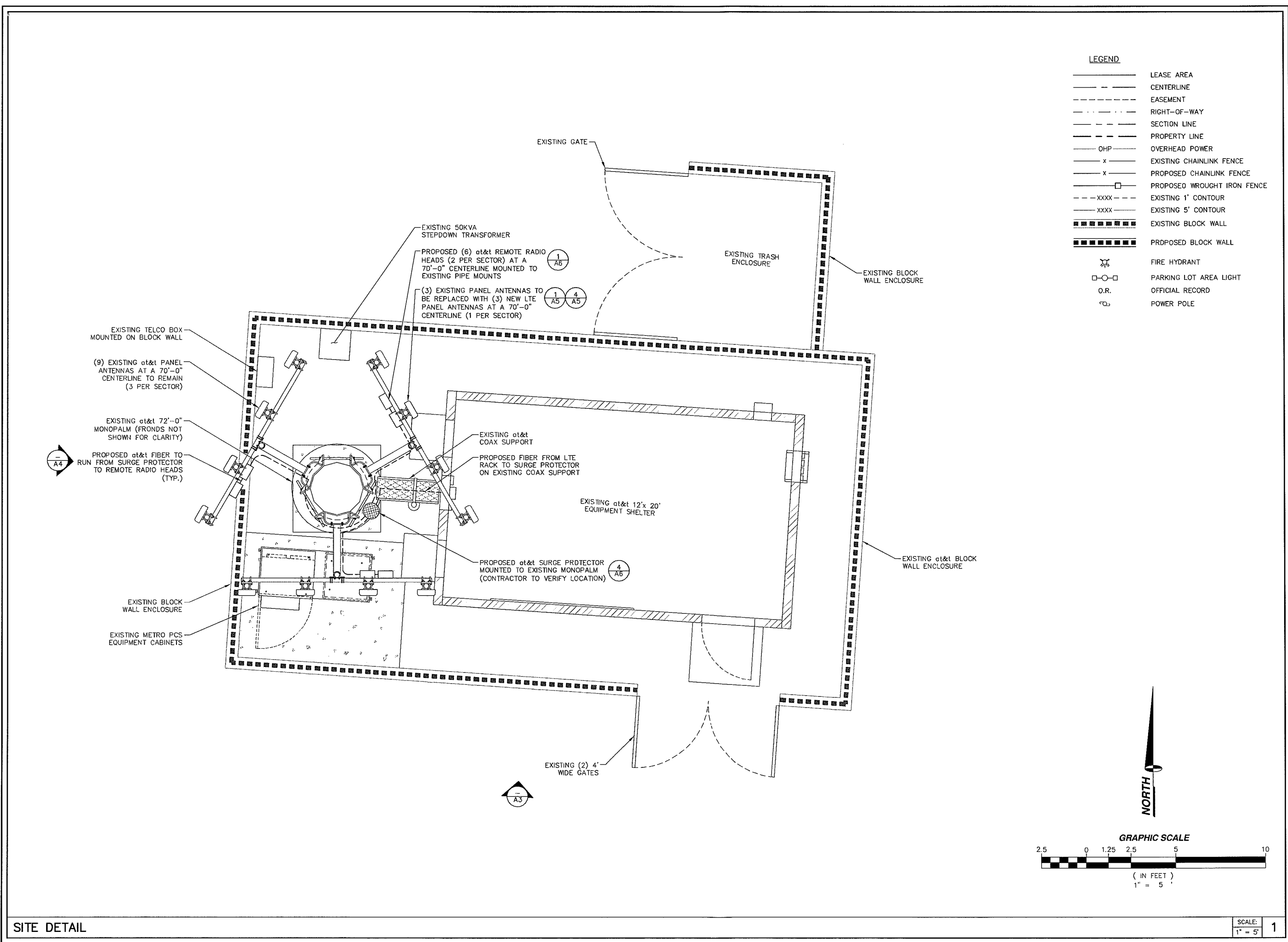
A1

1

BV-L352_LTE

SITE PLAN

SCALE:
1" = 100' 1



3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89169

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CONSTRUCTION

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0	02/17/11	90% CONSTRUCTION	R.R.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
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LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK.: APV.:

R. RASCO M. CEFALU C. WENER

LICENSURE:

PROFESSIONAL ENGINEER-STATE OF NEVADA
CHRIS WENER
Exp. 06/30/12
CIVIL
No. 11930

SHEET TITLE:

SITE DETAIL

SHEET NUMBER: REVISION:

A2 1
BV-L352_LTE



3763 HOWARD HUGHES PKWY, STE 200
LAS VEGAS, NEVADA 89169

PROJECT INFORMATION:

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LAMB & WASHINGTON
LSVGNVL-352_LTE

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LAS VEGAS, NEVADA 89110

CURRENT ISSUE DATE:

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CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

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0	02/17/11	90% CONSTRUCTION	R.R.

PLANS PREPARED BY:

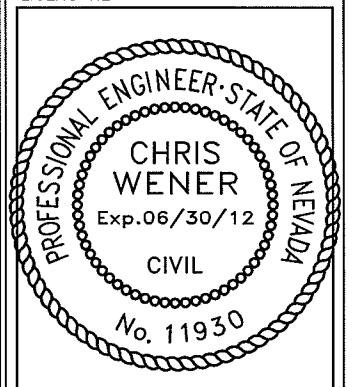


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PH. (702) 367-7705
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DRAWN BY: CHK.: APV.:

R. RASCO M. CEFALU C. WENER

LICENSURE:



SHEET TITLE:

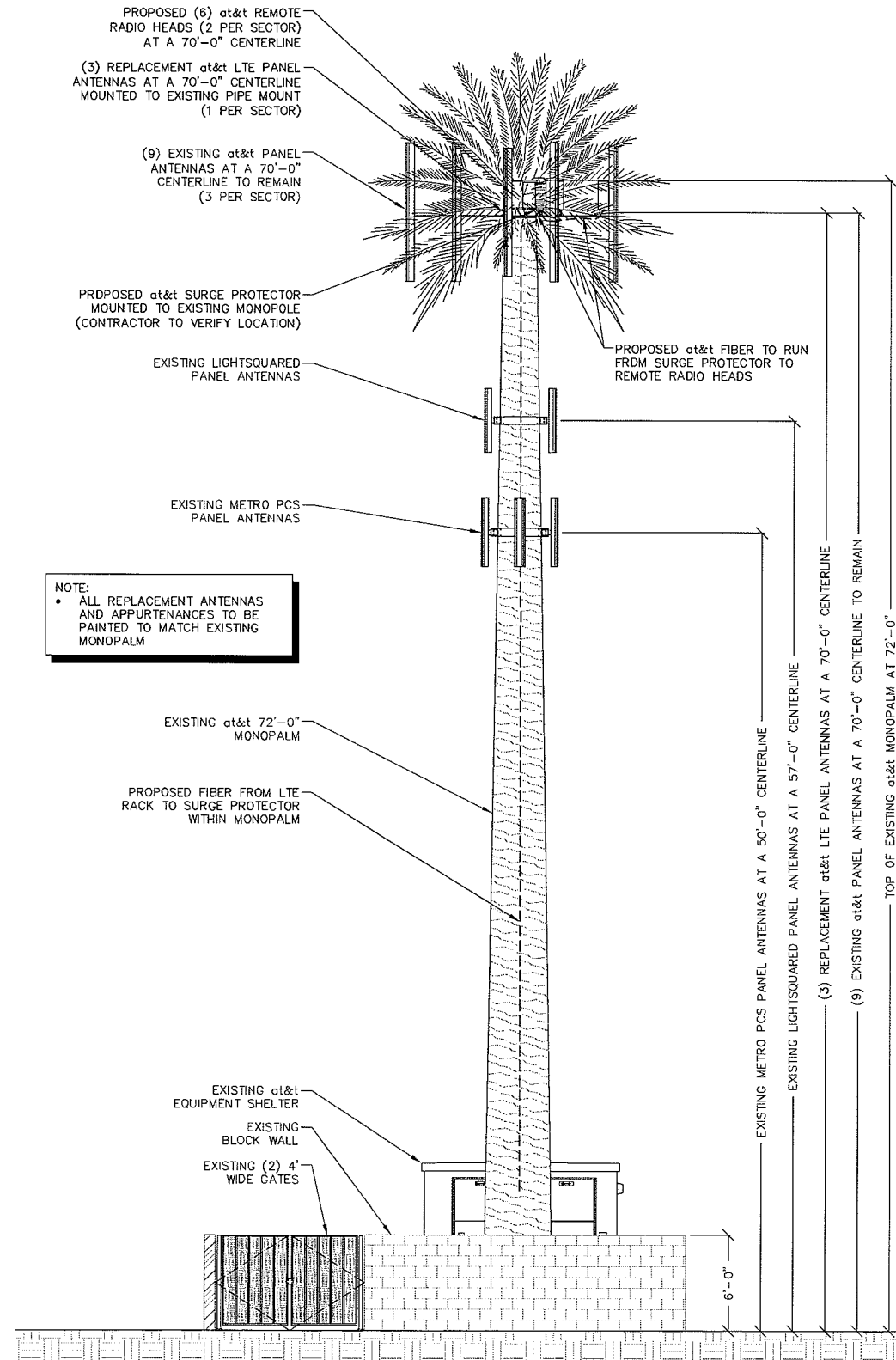
EXISTING AND PROPOSED
WEST ELEVATION

SHEET NUMBER: REVISION:

A4

1

BV-L352_LTE

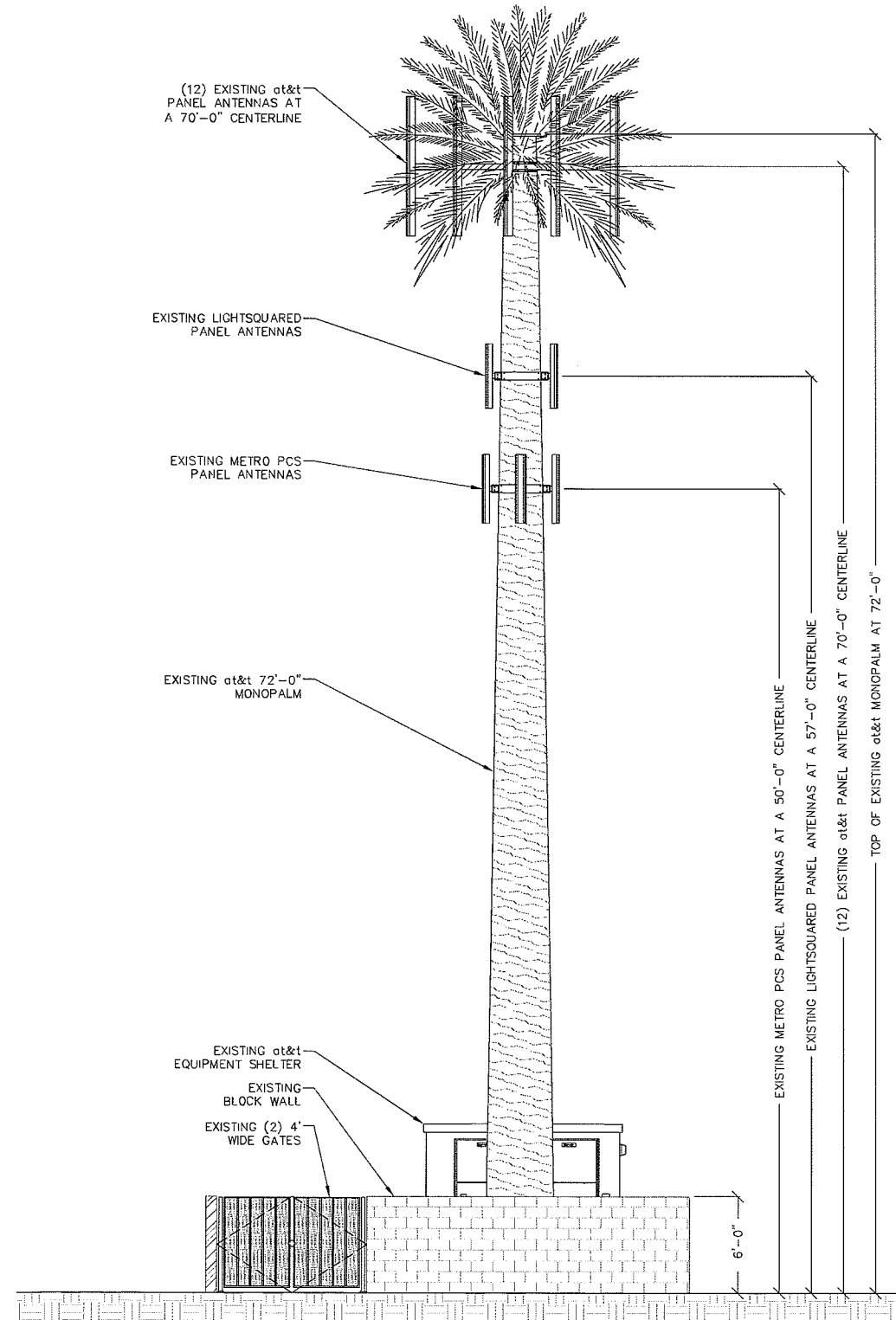


PROPOSED WEST ELEVATION

SCALE:
1" = 10'

2

EXISTING WEST ELEVATION



SCALE:
1" = 10'

1