

Comments



Separator Sheet

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works *BA*
CC: Ed Byrge, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan R. Riekkki, Survey (FM, PM, & A's only)
Date: November 30, 2006
Re: **SDR-18082** Rider's Chevron 2237 West Charleston Boulevard
Request for a Site Development Plan Review for a service station

CONDITIONS OF APPROVAL:

1. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. The proposed driveway accessing Charleston Boulevard shall meet the approval of the Nevada Department of Transportation (N.D.O.T.).
2. Landscape and maintain all unimproved rights-of-way, if any, on Charleston Boulevard and Rancho Drive adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
3. Submit an Encroachment Agreement for all landscaping, if any, located in the Rancho Drive public right-of-way adjacent to this site prior to occupancy of this site.
4. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site.
5. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or the submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

COMMENTS:

We note that there is a "pedestrian path" adjacent to this site on Rancho Drive and should be commented on by the Department of Planning and Development.

MEMORANDUM

City of Las Vegas Planning & Development Department

To: Land Development
From: Steve Gebeke
Phone: (702) 229-5410 **Fax:** (702) 385-7268
CC: Land Development Civil Plan Ref. #10022
Date: 011107 2nd Mylar Review
Re: Chevron - Charleston Blvd / Rancho Dr

The Planning Department has reviewed the aforementioned plans and has the following comments:

1. Please revise Details A, B, and C on Sheet C8 to depict minimum widths of required landscaping in rights-of-way.
2. Expand Detail G on Sheet C8 to the curb, and depict the required landscaping in the right-of-way.
3. Label any proposed perimeter screen wall details as "decorative block wall with 20% contrasting material and cap."
4. Revise Construction Note 9 on Sheet G1 to include "decorative block wall with 20% contrasting material and cap."
5. Revise Construction Notes 8 and 9 to include "decorative block wall with 20% contrasting material and cap." Remove reference to SDR-4563 (expired).
6. Remove all references to SDR-4563 from all sheets.
7. On the Utility Plan, add a general note: "All above ground utility appurtenances will be placed a minimum of three (3) feet from the back of sidewalk and will be in conformance with Title 19.12.040."
8. Civil plan redlines must be returned with mylars for planning signature.

NOTE: Please be aware that it is the applicant's responsibility to ensure that all plans submitted for permits; including, civil improvement plans, building permit submittals and final maps, must be identical in terms of site design.

Deed



Separator Sheet

RECORDING REQUESTED BY
AND WHEN RECORDED PLEASE
RETURN TO:

9-1481

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CHEVRON U.S.A. INC., a Pennsylvania corporation ("*Grantor*"), hereby grants to THE GARRETT GROUP, L.L.C., a Nevada limited liability company ("*Grantee*"), that real property located in the City of Las Vegas, County of Clark, State of Nevada, described as follows ("*Property*")

BEING A PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 1 DEGREE 00' 45" WEST, A DISTANCE OF 40.00 FEET TO A POINT WHICH IS THE INTERSECTION OF THE WEST LINE OF RANCHO DRIVE WITH THE SOUTH LINE OF CHARLESTON BOULEVARD, SAID POINT BEING ALSO THE NORTHWEST CORNER OF PARCEL OF LAND CONVEYED BY BRUCE BECKLEY AND VIRGINIA BECKLEY RICHARDSON TO DR. J.C. BURNETT, A WIDOWER, BY DEED DATED OCTOBER 21, 1957 AND RECORDED OCTOBER 30, 1957 IN BOOK 143 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 117646, THE TRUE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 175.00 FEET TO THE NORTHEAST CORNER OF THE LAST DESCRIBED PARCEL; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 260.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, BEING ALSO A POINT IN THE NORTH LINE OF THAT PARCEL CONVEYED BY BERNICE JOLLEY TO J.C. BURNETT BY DEED RECORDED OCTOBER 29, 1957 IN BOOK 143 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 117569; THENCE WEST PARALLEL TO THE SOUTH LINE OF CHARLESTON BOULEVARD, A DISTANCE OF 179.88 FEET TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 4; THENCE NORTH

1 DEGREE 00' 45" EAST A DISTANCE OF 260.04 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF LAS VEGAS BY THAT CERTAIN GRANT DEED RECORDED AUGUST 3, 1965 IN BOOK 648 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS, AS DOCUMENT NO. 520895.

This conveyance is subject to (a) liens for property taxes and assessments that are not due and payable, (b) all matters shown in the public records, (c) all matters that can be ascertained by a reasonable inspection or survey of the property, (d) Grantor's option to purchase the property on the terms and conditions set forth below, (e) Grantor's right of first refusal to purchase the property on the terms and conditions set forth below, and (f) Grantee's obligation to construct certain new improvements on the property as set forth below. This conveyance is made without any expressed or implied warranty as to the suitability of the property for any purpose.

GRANTOR HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND GRANTEE HEREBY GRANTS TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE AND IRREVOCABLE RIGHT AND OPTION TO PURCHASE FROM GRANTEE, OR ANY SUBSEQUENT OWNER, OR LESSEE, ANY LEASEHOLD AND/OR FEE REAL PROPERTY MAKING UP THE PROPERTY, INCLUDING AFTER ACQUIRED FEE REAL PROPERTY AND/OR LEASEHOLD RELATED TO THE SERVICE STATION BUSINESS, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS MADE APPURTENANT THERETO, INCLUDING, WITHOUT LIMITATION, ALL RIGHT, TITLE AND INTEREST OF GRANTEE, OR ANY SUBSEQUENT OWNER, IN AND TO ALL STREETS, ROADS AND PUBLIC PLACES, OPENED OR PROPOSED, AND ALL EASEMENTS AND RIGHT(S)-OF-WAY, PUBLIC OR PRIVATE, NOW OR HEREAFTER USED IN CONNECTION WITH SAID PROPERTY, HEREINAFTER COLLECTIVELY THE "OPTION PROPERTY", IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

1. Option Event. If at any time during the ten (10) year period following recordation of this Deed, the Option Property ceases to be used as a service station continuously offering for

sale all grades of Chevron branded gasolines that are typically offered for sale at other Chevron branded motor fuel retail outlets in Clark County, Nevada, and surrounding counties, ("Option Event"), then Grantor, or its nominee, shall have the right, but not the obligation, to purchase the Option Property from Grantee or, if Grantee no longer owns the Option Property from any subsequent owner of the Option Property ("Subsequent Owner") under the terms and conditions hereof.

2. Option Price. The option price shall be the fair market value of the Option Property as a service station at the time, as determined in accordance with the following section 3 below.

3. Appraisal. Upon the occurrence of the Option Event, Grantee shall immediately notify Grantor in writing of such occurrence. Following the occurrence of the Option Event, but in no event more than 90 days following Grantor's receipt of written notice from Grantee of the Option Event, Grantor may notify Grantee in writing of Grantor's desire to have the Property appraised. Within 10 days after Grantee's receipt of such written notice, Grantor and Grantee shall each appoint a real estate appraiser who is a member of the Appraiser's Institute with at least five years full-time appraisal experience in the county in which the Property is located to appraise the fair market value of the Property (the "Appraised Value"). If a party does not appoint an appraiser within 10 days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall determine the Appraised Value of the Property. If the appraisers are appointed by the parties as stated above, they shall meet promptly and attempt to set the Appraised Value of the Property. If they are unable to agree on the Appraised Value within 30 days after the second appraiser has been appointed, they shall attempt to select a third appraiser meeting the qualifications stated in this section within 10 days after the last day the two appraisers are given to set the Appraised Value. If they are unable to agree on a third appraiser, either of the parties, by giving 10 days' notice to the other party can apply to the Presiding Judge of the Superior Court for the county in which the Property is located for the selection of a third appraiser who meets the qualifications stated in this section. Each of the parties shall bear one-half of the cost of appointing the third appraiser and of

paying the third appraiser's fee. Within 30 days after selection of the third appraiser, a majority of the appraisers shall set the Appraised Value of the Property. If a majority of the appraisers are unable to agree upon the Appraised Value within the stipulated period of time, the three appraisals shall be added together and their total divided by three and the resulting quotient shall be the Appraised Value of the Property. If, however, the low appraisal and/or the high appraisal are/is more than 10% lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded, the remaining two appraisals shall be added together and their total divided by two, and the resulting quotient shall be the Appraised Value of the Property. If both the low appraisal and the high appraisal are disregarded as stated in this section, the middle appraisal shall be the Appraised Value of the Premises.

4. Property Assessment. At any time after the Option Event but before the expiration of the option hereunder, Grantor shall have the right to enter upon the Option Property for the purpose of making an assessment of the condition of the Option Property and any environmental contamination that may be located on the Option Property; provided that any such assessment shall be made in a manner so as to minimize interference with normal operations on the Option Property. Grantor shall indemnify, defend and hold harmless Grantee or the Subsequent Owner against any personal injury or property damage caused by Grantor or its contractors or employees in making any such assessment.

5. Exercise of Option. Within ninety (90) days after Grantor's receipt of the appraisal referred to in section 3 above, Grantor may exercise its option hereunder to purchase the Option Property at the appraised value by giving written notice to Grantee or the Subsequent Owner of Grantor's intent to exercise. If Grantor exercises this option, Grantee or the Subsequent Owner shall be obligated to sell the Option Property to Grantor and Grantor shall be obligated to purchase the Option Property in accordance herewith. The closing of such sale shall occur as soon after exercise as is reasonably practical.

6. Conveyance. If Grantor exercises this option, Grantee or the Subsequent Owner shall convey the Option Property to Grantor by means of a grant deed, free and clear of all liens,

encumbrances, claims or other exceptions to title, except (i) those as to which Grantee took subject to upon acquiring the Option Property hereunder (excluding the option hereunder) and (ii) any easements granted by Grantee or Subsequent Owner with Grantor's prior written approval, which approval shall not unreasonably be withheld by Grantor.

7. Indemnity Agreement. If Grantor exercises this option, Grantee or the Subsequent Owner shall, by written agreement in a form satisfactory to Grantor, agree to protect, and indemnify, defend and hold harmless Grantor against all claims, expenses (including reasonable attorneys' fees), loss and liability resulting from or relating to environmental contamination located or originating from operations at the Option Property that may occur on or after the date this Deed is recorded on the same terms set forth in Paragraph 13 of that certain Purchase and Sale Agreement between Grantor and Grantee dated September 25, 2000 applicable to Grantor's obligation to clean up and indemnify Grantee for environmental contamination located or originating from operations at the Option Property prior to the recordation of this Deed.

8. Expiration. This option shall expire if an Option Event has not occurred within ten (10) years following the date this Deed is recorded. If Grantee or the Subsequent Owner gives Grantor written notice of the occurrence of an Option Event ("Option Event Notice"), then this option shall also expire if:

(a) Grantor does not, within ninety (90) days after receiving the Option Event Notice, notify Grantee or the Subsequent Owner in writing of Grantor's desire to consider exercising this option and to have the Option Property appraised for such purpose; or

(b) Grantor does not, within ninety (90) days after Grantor receives an appraisal of the Option Property from an approved appraiser following Grantor's giving of the notice referred to in section 3 above, notify Grantee or the Subsequent Owner in writing of Grantor's intent to exercise this option.

Following the expiration of this option, Grantor shall execute and deliver such instrument or document as Grantee or the Subsequent Owner may reasonably request and prepare to evidence such expiration.

9. Option Runs With Land. This option shall run with the land, is not personal to Grantee, and shall survive future conveyances of the Option Property.

EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 25, 2000, GRANTOR HEREBY FURTHER RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AND GRANTEE HEREBY GRANTS TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE AND IRREVOCABLE RIGHT OF FIRST REFUSAL TO PURCHASE FROM GRANTEE, OR ANY SUBSEQUENT OWNER, ANY LEASEHOLD AND/OR FEE REAL PROPERTY MAKING UP THE PROPERTY, INCLUDING AFTER ACQUIRED FEE REAL PROPERTY AND/OR LEASEHOLDS RELATED TO THE SERVICE STATION BUSINESS, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS LOCATED ON THE PROPERTY, ALL PRIVILEGES AND OTHER RIGHTS NOW OR HEREAFTER MADE APPURTENANT THERETO, INCLUDING, WITHOUT LIMITATION, ALL RIGHT, TITLE AND INTEREST OF GRANTEE, OR ANY SUBSEQUENT OWNER, IN AND TO ALL STREETS, ROADS AND PUBLIC PLACES, OPENED OR PROPOSED, AND ALL EASEMENTS AND RIGHT(S)-OF-WAY, PUBLIC OR PRIVATE, NOW OR HEREAFTER USED IN CONNECTION WITH SAID PROPERTY, HEREINAFTER COLLECTIVELY THE "FIRST REFUSAL PROPERTY", IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

1. Offer to Sell. If at any time within ten (10) years following the recordation of this Deed, Grantee desires to sell, lease or otherwise transfer all or part of Grantee's interest in the First Refusal Property and Grantee receives a bona fide offer for the same which Grantee wishes to accept, Grantee shall immediately notify Grantor in writing of the terms thereof and provide Grantor with a complete copy of the executed written agreement or other documents embodying

such offer which contain all of the terms and conditions between the parties, with no material terms yet to be negotiated, together with copies of all information regarding the First Refusal Property supplied to the offeror by Grantee.

2. Exercise of Right. Grantor, or its nominee, shall have the right to acquire such interest of Grantee at the price and on the terms of such offer if Grantor, within forty-five (45) days after Grantor's receipt of such written notice from Grantee of any such offer, notifies Grantee in writing of Grantor's exercise of such option. If Grantor exercises such right, the transaction shall be consummated within thirty (30) days after delivery to Grantee of Grantor's notice of exercise or at such later date as may be specified in the offer and Grantee shall, prior to such date and at Grantee's expense, do all things necessary or desirable in order to give Grantor title to the interest being acquired free from the claims of Grantee's creditors.

3. Property Assessment. At any time during such forty-five (45)-day period Grantor shall have the right to enter upon the Right of First Refusal Property for the purpose of making an assessment of the condition of the Property and any environmental contamination that may be located on the Property; provided that any such assessment shall be made in a manner so as to minimize interference with normal operations on the premises. Grantor shall indemnify, defend and hold harmless Grantee against any personal injury or property damage caused by Grantor or its contractors or employees in making any such assessment.

4. Completion of Sale. If Grantor does not exercise such right, Grantee may, at any time within six (6) months after the expiration of such forty-five (45)-day period, but no later, sell, lease or otherwise transfer such interest, but only to the original offeror and only upon the terms of the offer submitted by Grantee to Grantor. Grantor's rights hereunder shall continue to apply until Grantee's entire interest is transferred in accordance herewith. An offer by a third party to exchange other property interests owned or to be acquired by it for any interest of Grantee shall be deemed to constitute an offer to purchase for a price equal to the fair market value of the property offered in exchange.

NOTICES: All written notices to be given hereunder, shall be posted by certified mail, delivered personally or delivered by a recognized overnight commercial courier, to Grantee or the Subsequent Owner at the Property or to Grantor at the following address (or at such other address as Grantor may designate by written notice to Grantee or the Subsequent Owner):

Chevron U.S.A. Inc.
145 S. State College Blvd.
P.O. Box 2292
Brea, CA 92822-2292
Attn: Mr. N. A. Norris

EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 25, 2000, GRANTEE SHALL COMPLETE CONSTRUCTION OF THE FOLLOWING IMPROVEMENTS IN ACCORDANCE WITH PLANS APPROVED BY GRANTOR: CONSTRUCT NEW HALLMARK 21 FOOD MART BUILDING, CONSTRUCT NEW HALLMARK 21 CANOPY, INSTALL 4 - NEW DRESSER WAYNE/GILBARCO MULTI-PRODUCT DISPENSERS WITH DISPENSER CARDREADERS, INSTALL NEW UNDERGROUND STORAGE TANKS AND LINES, AND HALLMARK 21 LANDSCAPING ("GRANTEE'S IMPROVEMENTS") AT THE PROPERTY ON OR BEFORE DECEMBER 1, 2001. THE DECEMBER 1, 2001 DATE PROVIDED FOR IN THIS PARAGRAPH SHALL BE SUBJECT TO EXTENSION IN THE EVENT GRANTEE IS PREVENTED FROM COMPLETING CONSTRUCTION OF GRANTEE'S IMPROVEMENTS DUE TO ACTS OF GOD, LABOR DISPUTES, STRIKES, INABILITY TO OBTAIN REQUIRED MATERIALS AND SUPPLIES OR OTHER CONTINGENCIES BEYOND THE REASONABLE CONTROL OF GRANTEE. IF GRANTEE HAS NOT COMPLETED CONSTRUCTION OF GRANTEE'S IMPROVEMENTS AS SET FORTH ABOVE IN ACCORDANCE WITH THE PLANS APPROVED BY GRANTOR ON OR BEFORE DECEMBER 1, 2001, GRANTOR SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO REPURCHASE THE PROPERTY, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEN LOCATED ON THE PROPERTY, ALL PRIVILEGES AND OTHER RIGHTS NOW OR HEREAFTER MADE APPURTENANT THERETO, INCLUDING, WITHOUT LIMITATION, ALL RIGHT, TITLE AND INTEREST

OF GRANTEE, OR ANY SUBSEQUENT OWNER, IN AND TO ALL STREETS, ROADS AND PUBLIC PLACES, OPENED OR PROPOSED, AND ALL EASEMENTS AND RIGHTS-OF-WAY, PUBLIC OR PRIVATE, NOW OR HEREAFTER USED IN CONNECTION WITH THE PROPERTY, HEREINAFTER THE "**REPURCHASE PROPERTY**", ON THE TERMS AND CONDITIONS MORE PARTICULARLY SET FORTH HEREIN, AT THE PRICE PAID BY GRANTEE FOR THE PROPERTY ON THE FOLLOWING TERMS AND CONDITIONS:

1. Conveyance. Grantee shall convey the Repurchase Property to Grantor or its nominee by means of a grant deed, free and clear of all liens, encumbrances, claims or other exceptions to title, except only (i) those as to which Grantee took subject upon acquiring the Repurchase Property hereunder and (ii) any easements granted by Grantee with Grantor's prior written approval, which approval shall not unreasonably be withheld by Grantor.

2. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor against all claims, expenses (including reasonable attorney's fees), loss and liability resulting from or relating to environmental contamination originating from operations at the Repurchase Property subsequent to the recordation of this Deed.

3. Closing Costs. All closing costs in connection with the reconveyance of the Repurchase Property to Grantor shall be split evenly between Grantee and Grantor; provided that any title insurance which may be obtained by Grantor in connection with such reconveyance shall be paid for by Grantor.

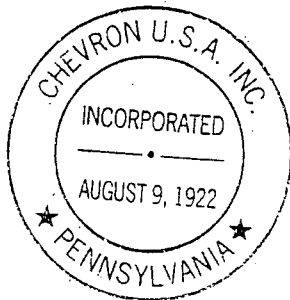
4. Discount Amount. The Purchase Price to Grantee reflects a discount of TWO HUNDRED NINETY FIVE THOUSAND DOLLARS (\$295,000.00) ("**Discount Amount**") on the value of the Improvements because the plans call for the demolition of some of the Improvements which will thereafter have no value to Grantee. If Grantee has not completed construction of Grantee's Improvements in accordance with the plans on or before December 1, 2001, and Grantor does not exercise its right to repurchase the Repurchase Property as set forth above, Grantee shall immediately pay the Discount Amount to Grantor.

THE PROPERTY TRANSFERRED TO GRANTEE HEREUNDER DOES NOT INCLUDE ANY COMPONENT OF GRANTOR'S RETAIL AUTOMATION SYSTEM, INCLUDING ANY SATELLITE COMMUNICATIONS EQUIPMENT, CONTROLLER, POINT OF SALE EQUIPMENT ON THE DISPENSERS AND CASH REGISTER INSTALLED AT THE PROPERTY WHETHER OWNED BY GRANTOR OR LEASED BY GRANTOR FROM THIRD PARTIES, OR ANY SIGNS (INCLUDING THE FRAMES AND POLES HOLDING THE SIGNS), TRADEMARKS, TRADENAMES, BRANDS OR OTHER IDENTIFICATIONS OF GRANTOR, INCLUDING COLOR SCHEMES, OR ANY ENVIRONMENTAL EQUIPMENT OR SYSTEMS THAT ARE LOCATED ON THE PROPERTY AT THE TIME THIS DEED IS RECORDED, ALL OF WHICH SHALL REMAIN THE PROPERTY OF GRANTOR. UNLESS THE PROPERTY CONTINUES AS A CHEVRON BRANDED STATION, GRANTOR SHALL, WITHIN A REASONABLE TIME AFTER BEING MADE AWARE OF THE RE-BRANDING, REMOVE FROM THE PROPERTY ALL OF ITS RETAINED EQUIPMENT AND SIGNS (INCLUDING THE FRAMES AND POLES HOLDING THE SIGNS), AND OTHER IDENTIFICATIONS AND SHALL PAINT OUT AND NEUTRALIZE ITS COLOR SCHEME ON THE PROPERTY. GRANTEE SHALL COOPERATE WITH GRANTOR IN THIS REGARD.

IN WITNESS WHEREOF, the parties have caused the execution of this instrument on

November 3, 2000.

Grantor:



CHEVRON U.S.A. INC.,
a Pennsylvania corporation

By: _____

Assistant Secretary

Grantee:

THE GARRET GROUP, L.L.C.

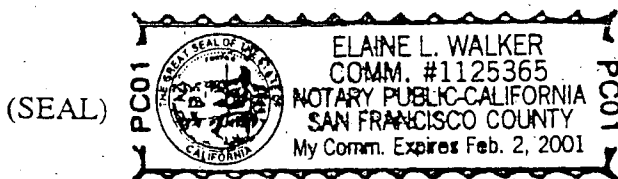
By: _____

Its: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF CONTRA COSTA)

On 11/3, 2000, before me, the undersigned, a Notary Public in
and for said State, personally appeared J. J. ELY, personally known to
me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s)
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



Elaine L. Walker
Notary Public in and for said State

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, _____, before me, the undersigned, a Notary Public in
and for said State, personally appeared _____, personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal:

Notary Public in and for said State

(SEAL)

Justification Letter



Separator Sheet

BRESLIN BUILDERS

GENERAL CONTRACTOR

2004A.01

November 7, 2006

City of Las Vegas
Planning and Development
Development Services Center
Attn: Flinn Fagg
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Chevron at Rancho and Charleston – Land-Use Design Review Submittal

Dear Flinn,

We are hereby requesting that a Site Plan Review be approved for a proposed convenience store located at the southeast corner of Rancho Drive and Charleston Boulevard. This application is being submitted to renew the expired application that was approved by the City Council on August 18, 2004 (SDR-4563). Due to various delays including coordination with NDOT (due to work that was being completed on Charleston), additional right-of-way requests from the City of Las Vegas (which have already been recorded), other coordination items with the Owner, and the approvals of the civil engineering were delayed beyond the application time limit. As the application expired, and no Extension of Time was applied for, a new application is required.

The submittals reflect the requirements of the original Conditions of Approval, as well as reflect what the Building Department and Public Works have currently approved to date. Pending approval of this new application, the mylars are ready for signature by the Planning Director and City Engineer. Once final Public Work approval is received, preparations for the final Building Department will be completed (project PAC number is C-0079-05). The original building permit application was submitted on December 30, 2005. Additionally, the existing structures and site improvements have already been demolished by Chevron in anticipation of the building permit approval. Once approval is received, construction of the new facility will begin immediately.

The proposed building is consistent with the objectives of the parcel's current zoning of C-1. The proposed use will have no measurable negative impact on the adjacent properties. Landscape buffers, screen walls, and other requirements of the original approvals have been incorporated into this site plan. Adequate assurances of continuing maintenance have been provided by the developer and any significant impacts on the environment will be mitigated to the practical extent.

If you require any additional information or clarification, please do not hesitate to contact our office at (702) 798-3977.

Sincerely,

BRESLIN BUILDERS


Todd McBrayer
Director of Design

TMM

encl.

**SDR-18082
12/21/06 PC**

Visit our web page at: www.BreslinBuilders.com

2004A.01 Design Review Justification Ltr.110706.doc

SOFI



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-18082** APN: 162-04-101-001

Name of Property Owner: Garret Group, LLC

Name of Applicant: Rider's Chevron

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

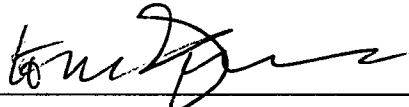
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

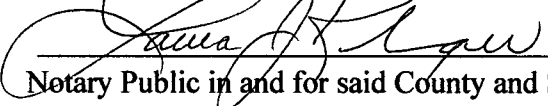
APN: _____

Signature of Property Owner: 

Print Name: Tom Jones

Subscribed and sworn before me

This 7th day of November, 2006


Notary Public in and for said County and State



Application



A P P L I C A T I O N

Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Plan Review
 Project Address (Location) 2237 W. Charleston Blvd.
 Project Name Chevron C-Store / Gas Station Proposed Use C-Store/Gas Station
 Assessor's Parcel #(s) 162-04-101-001 Ward # 1
 General Plan: existing SC proposed SC Zoning: existing C-1 proposed C-1
 Commercial Square Footage 4400 Square feet Floor Area Ratio _____
 Gross Acres .79 (+/-) Lots/Units 1 Density _____
 Additional Information Existing facility to be demolished / Re-built

PROPERTY OWNER Garret Group, LLC Contact Tom Jones
 Address 2237 W. Charleston Blvd. Phone: (702) 736-0578 Fax: (702) 678-6829
 City Las Vegas State NV Zip 89102

APPLICANT Rider's Chevron Contact Tom Jones
 Address 2237 W. Charleston Blvd. Phone: (702) 736-0578 Fax: (702) 678-6829
 City Las Vegas State NV Zip 89102

REPRESENTATIVE Breslin Builders Contact Todd McBrayer
 Address 5525 Polaris, Suite B Phone: (702) 798-3977 Fax: (702) 740-5341
 City Las Vegas State NV Zip 89118

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 Tom Jones

Subscribed and sworn before me
 This 7th day of November, 2006.
[Signature]
 Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	<u>SDR-18082</u>
Meeting Date:	<u>12/21/06</u>
Total Fee:	<u>\$800.00</u>
Date Received:*	<u>11/8/06</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.



Hansen Sheet



Separator Sheet

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SITE DEVELOPMENT PLAN REVIEW****Report Date** 11/08/2006 03:53 PM**Submitted By** Robert Summerfield

Page 1

A/P # 18082 **Type** SDR **Issued Date** **Issued By****Parcel** 16204101001**Location****Owner** GARRET GROUP L L C**Phone****Address** 5433 HOLMBY AVE
LAS VEGAS NV 89146-1331**Country** ☐ Foreign**Applicant's Full Name** BRESLIN BUILDERS**Day Phone** (702)234-3229 x**Fax** (702)798-3908**Address** 5525 POLARIS, SUITE BLAS VEGAS NV
89118**Pager****Fees**

NOTIFICATION & ADVERTISING FEE

300.00

PROCESSING FEE

500.00

Total Paid

800.00

Declared Value 0.00**Type of Work****Calculated Value** 0.00**Square Footage**

0.74 ACRE

Actual Value 0.00**Comments**

SDR-18082 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LLC - Request for a Site Development Plan Review FOR A PROPOSED 4,400 SQUARE-FOOT SERVICE STATION (WITHOUT AUTOMOTIVE REPAIR) AND A WAVIER OF THE PERIMETER LANDSCAPE BUFFER STANDARD TO ALLOW A SIX FOOT LANDSCAPE BUFFER WHERE AN EIGHT FOOT LANDSCAPE BUFFER IS REQUIRED on 0.79 acres at 2237 West Charleston Boulevard, (APN: 162-04-101-001), C-1 (Limited Commercial), Ward 1 (Tarkanian).

Signature of Owner (If Owner Builder)

Date

Signature of Contractor or Authorized Agent

Date

Final DRT



Separator Sheet

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 phone (702) 385-7268 fax

SDR-18082 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LLC - Request for a Site Development Plan Review FOR A PROPOSED 4,400 SQUARE-FOOT SERVICE STATION (WITHOUT AUTOMOTIVE REPAIR) AND A WAVIER TO ALLOW A REDUCTION IN PERIMETER LANDSCAPE BUFFERING REQUIREMENTS on 0.79 acres at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N $\frac{1}{2}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.

PLANNING COMMISSION: **DECEMBER 21, 2006** CITY COUNCIL: **JANUARY 17, 2007**

CASE PLANNER: **DOUG RANKIN**



PUBLIC HEARING

Comments Due: NOVEMBER 20, 2006

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to Dorothy Marsili (damarsili@lasvegasnevada.gov), the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

Route Form



Separator Sheet

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

REQUEST FOR COMMENT

FROM: PLANNING AND DEVELOPMENT

SDR-18082

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	GARY REID	DSC
FIRE ENGINEERING	OZZIE MIRKHAH	DSC
*FLOOD CONTROL (DPW)	RAUL CRUZ	DSC
*LAND DEVELOPMENT (DPW)	JEFF GALAMBAS	DSC
PERMITS/ INSPECTIONS	ROD CLARK	DSC
*RIGHT-OF-WAY (DPW)	CAROLYN CAVINESS	DSC
*SANITARY SEWERS (DPW)	TIM PARKS	DSC
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC

SENT VIA COURIER/ US MAIL OR INTER-OFFICE MAIL

<CCSD>	GUY CORRADO	4212 EUCALYPTUS ANNEX
METRO	SGT. ROBERT ROSHACK	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	DAVID BRATCHER	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 nd FLOOR CITY HALL
*TEFO (DPW)	TOM WILKING	3104 BONANZA ROAD
*STREETS & SANITATION (DPW)	JERRY WALKER	2900 RONEMUS
*PARKS & OPEN SPACES (DPW)	JOHN BLACK	2900 RONEMUS
*SID (DPW)	T. McDANIEL	4 th FLOOR CITY HALL
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD
<EMBARQ> (SDPR only)	SANDRA HOLLEY	330 VALLEY VIEW BOULEVARD
LAS VEGAS VALLEY WATER DISTRICT (NO PLANS)	DOA J. MEADE, ENGINEERING DESIGN DIVISION	1001 S. VALLEY VIEW BLVD.

*** ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO GARY REID, SR. ENG. ASSOC.
ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND
DEVELOPMENT DEPARTMENT < US MAIL DELIVERY>**

SDPR
11/08/2006

Neighborhood Services List



Separator Sheet

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: December 21,2006

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Planning and Development Department:

SDR-18082

18b The Las Vegas Arts District NA

Charleston McNeil NA

Ellis Estates NA

Gateway District Association

Glen Heather Estates NA

Palomino Area Preservation NA

Pinto Palomino Residents

Rancho Bel Air NA

Rancho Circle NA

Rancho Manor NA

Rancho Oakey NA

Rancho Sereno NA

Rancho South NA

Richfield NA

Scotch 80's HOA

Spanish Oaks HOA

Westleigh NA

Public Hearing Notice



Separator Sheet

NOTICE OF PUBLIC HEARING

SITE DEVELOPMENT PLAN REVIEW

MEETING: PLANNING COMMISSION
DATE: DECEMBER 21, 2006
TIME: 6:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

SDR-18082

APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LLC - REQUEST FOR A SITE DEVELOPMENT PLAN REVIEW FOR A PROPOSED 4,400 SQUARE-FOOT SERVICE STATION (WITHOUT INCIDENTAL AUTOMOTIVE REPAIR) AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER WHERE EIGHT FEET IS THE MINIMUM REQUIRED ALONG A PORTION OF THE EASTERN PROPERTY LINE AND TO ALLOW A TEN-FOOT PERIMETER LANDSCAPE BUFFER WHERE 15 FEET IS THE MINIMUM REQUIRED ADJACENT TO THE RIGHT-OF-WAY ON 0.79 ACRES AT 2237 WEST CHARLESTON BOULEVARD (APN 162-04-101-001), C-1 (LIMITED COMMERCIAL) ZONE, WARD 1 (TARKANIAN).

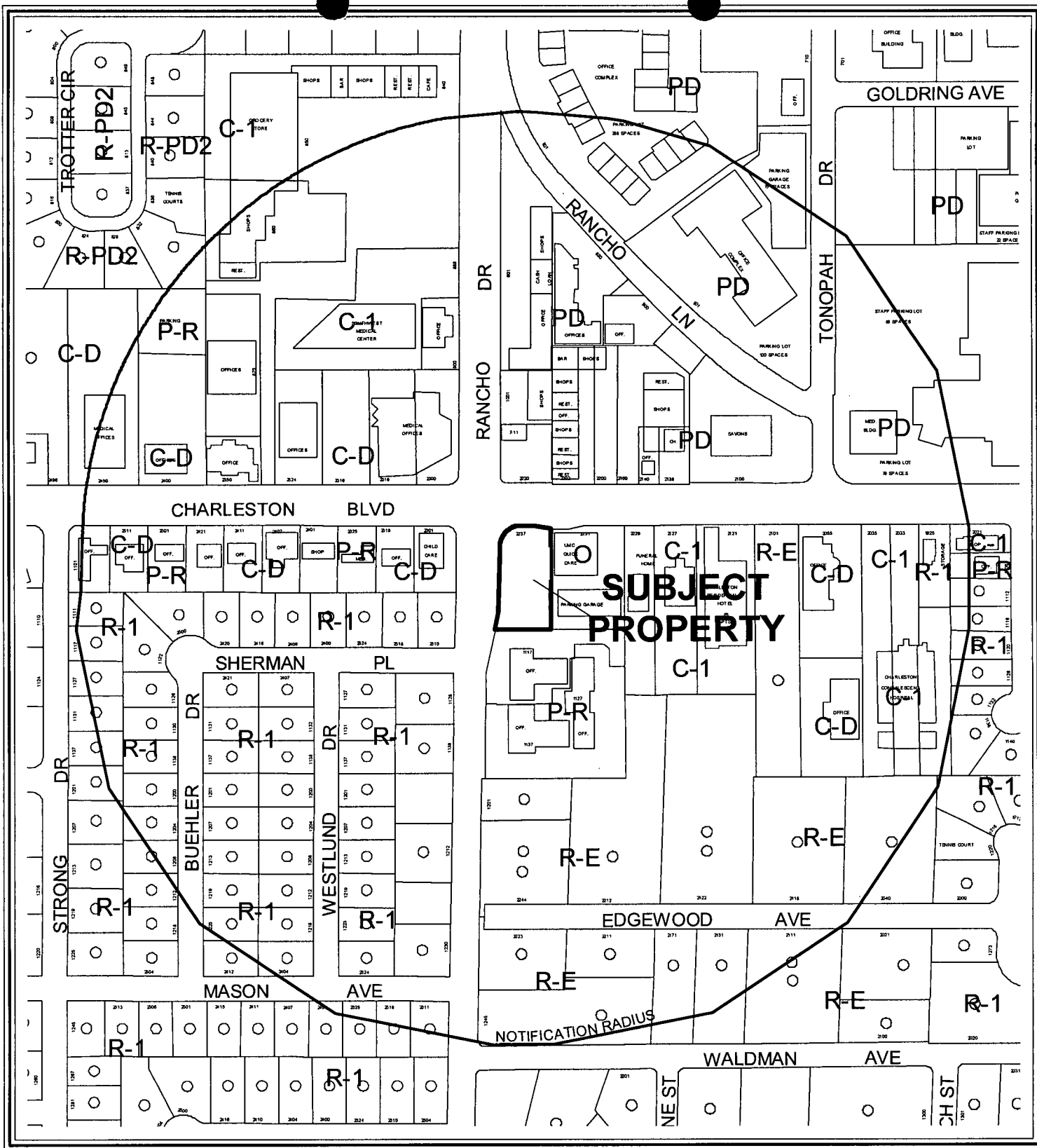
THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M.

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file written objections thereto or approval thereof with the Planning and Development Department, Current Planning Division, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on this request may be determined by the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) <http://www.lasvegasnevada.gov>.



DOUGLAS J. RANKIN, PLANNING SUPERVISOR
PLANNING AND DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

SEE LOCATION MAP ON REVERSE SIDE



CASE: **SDR-18082**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 90 180 Feet

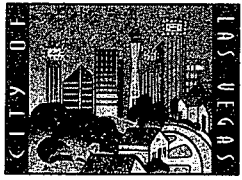


Applicant Letter



Separator Sheet

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108

Voice:

Administration 229-6353

Comp Planning 229-6022

Current Planning 229-6301

www.lasvegasnevada.gov

December 8, 2006

Mr. Tom Jones
Garret Group, LLC
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SDR-18082 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Jones:

Please be advised the City Planning Commission at its regular meeting on **December 21, 2006** as referred to above, will consider your request. This meeting will be held at 6:00 P.M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be mailed to you prior to the meeting. If you do not receive these documents by the day of the meeting, please call the Current Planning Division at 229-6301 or come into the Development Services Center at 731 South Fourth Street to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

Douglas J. Rankin, Planning Supervisor
Planning and Development Department
Current Planning Division

DJR:clb

cc: Mr. Todd McBrayer
Breslin Builders
5525 Polaris Avenue, Suite B
Las Vegas, Nevada 89118

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)

Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

City Manager
Douglas A. Selby



Action Letter



Separator Sheet

PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108

Voice:

Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov

December 22, 2006

Mr. Tom Jones
Garret Group, LLC
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SDR-18082 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Jones:

Your request for a Site Development Plan Review FOR A PROPOSED 4,400 SQUARE-FOOT SERVICE STATION (WITHOUT INCIDENTAL AUTOMOTIVE REPAIR) AND A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER WHERE EIGHT FEET IS THE MINIMUM REQUIRED ALONG A PORTION OF THE EASTERN PROPERTY LINE AND TO ALLOW A TEN-FOOT PERIMETER LANDSCAPE BUFFER WHERE 15 FEET IS THE MINIMUM REQUIRED ADJACENT TO THE RIGHT-OF-WAY on 0.79 acres at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on December 21, 2006.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning and Development

1. Conformance to the Conditions of Approval for Variance (VAR-18182), if approved.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 11/08/06, except as amended by conditions herein.
4. A Waiver from perimeter landscape buffer is hereby approved, to allow a perimeter landscape buffer width of 10-feet along portions of the right-of-way on both the north and west sides of the property where 15 feet is the minimum required and to allow a zero-foot perimeter landscape buffer width along a portion of the eastern property line where eight feet is the minimum required.
5. A Waiver from parking lot landscaping is hereby approved, to allow zero landscaped fingers in the parking lot where two landscaped fingers are required.
6. A Waiver from the required number of trees is hereby approved, to allow 18 trees where 20 trees are the minimum required.

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

City Manager
Douglas A. Selby



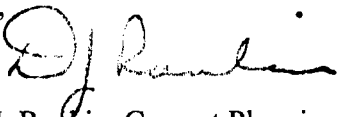
7. A revised site plan shall be submitted prior to the time application is made for a building permit depicting the changes made to the parking lot area to accommodate the required landscape fingers. *Does NOT APPLY PER DOUG RANKIN. WAIVER APPROVED PER #5 JL 01/11/07*
8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
9. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
14. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. The proposed driveway accessing Charleston Boulevard shall meet the approval of the Nevada Department of Transportation (N.D.O.T.).
17. Landscape and maintain all unimproved rights-of-way, if any, on Charleston Boulevard and Rancho Drive adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
18. Submit an Encroachment Agreement for all landscaping, if any, located in the Rancho Drive public right-of-way adjacent to this site prior to occupancy of this site.
19. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site.
20. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or the submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

This action by the Planning Commission on **December 21, 2006** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on **December 22, 2006**.

Sincerely,



Douglas J. Rankin, Current Planning Manager
Planning and Development Department
Current Planning Division

DJR:clb

cc: Mr. Todd McBrayer
Breslin Builders
5525 Polaris Avenue, Suite B
Las Vegas, Nevada 89118

City Council Action Letter



Separator Sheet



S VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Mr. Tom Jones
Garret Group, Limited Liability Company
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SDR-4563 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 18, 2004
Related to GPA-4564, VAR-4696 and SUP-4565

Dear Mr. Jones:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Site Development Plan Review and Waivers of perimeter buffering landscaping, parking lot landscaping, building foundation landscaping, side yard setbacks, and building placement for a PROPOSED 1,200 SQUARE-FOOT CAR WASH/AUTO DETAIL AND A 3,325 SQUARE-FOOT CONVENIENCE STORE/SERVICE STATION TO REPLACE AN EXISTING 1,800 SQUARE FOOT CONVENIENCE STORE/SERVICE STATION on 0.79 acres at 2237 West Charleston Boulevard (APN: 162-04-101-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

Planning and Development

1. A revised site plan shall be submitted for staff approval with a maximum of 4500 square feet of retail, increasing landscaping on the south and east property lines.
2. A General Plan Amendment (GPA-4564) approved by City Council and approval of and conformance to the Conditions of Approval for a Special Use Permit (SUP-4565) and a Variance (VAR-4696) approved by the City Council.
3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
8112-001-6/04

SDR-18082
12/21/06 PC

Mr. Tom Jones
SDR-4563 – Page Two
November 2, 2004

4. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
5. The landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect minimum 24-inch box trees planted a maximum of 20 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters.
6. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]
- ⑦? A landscaping plan must be submitted prior to or at the same time application is made for a building permit. The waiver of landscaping in perimeter areas has been deemed to be unnecessary. The applicant shall add additional landscaping to screen the car wash queuing area to the satisfaction of the Planning and Development Department.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened from the view of abutting streets.
9. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.
11. Any interior property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. All City Code requirements and design standards of all City departments must be satisfied.

SDR-18082
12/21/06 PC

Mr. Tom Jones
SDR-4563 – Page Three
November 2, 2004

14. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
15. All development shall be in conformance with the site plan and building elevations, date stamped 06/22/04, except as amended by conditions herein.
16. Prior to the issuance of building permits, a revised landscape plan must be submitted to and approved by the Department of Planning and Development showing a maximum of 15% of the total landscaped area as turf.

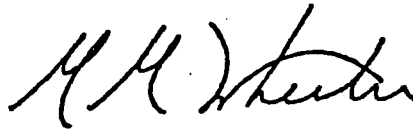
Public Works

17. Dedicate an additional 39 feet of right-of-way for a total radius of 54 feet on the southeast corner of Charleston Boulevard and Rancho Drive prior to the issuance of any permits. Dedicate all additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes and all additional rights-of-way required by Standard Drawing #234.1 or 234.3 and #234.2 for bus turnouts prior to or concurrent with the commencement of on-site development activities unless specifically allowed otherwise by the City of Las Vegas Traffic Engineer in writing.
18. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.
19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage patterns for this site prior to the issuance of grading permits. Provide and improve all drainageways as recommended.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Daniel Loera, Jr.
5525 Polaris, B
Las Vegas, Nevada 89118

SDR-18082
12/21/06 PC



S VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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MICHAEL MACK
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STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Mr. Tom Jones
Garret Group, Limited Liability Company
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SDR-4563 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 18, 2004
Related to GPA-4564, VAR-4696 and SUP-4565

Dear Mr. Jones:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Site Development Plan Review and Waivers of perimeter buffering landscaping, parking lot landscaping, building foundation landscaping, side yard setbacks, and building placement for a PROPOSED 1,200 SQUARE-FOOT CAR WASH/AUTO DETAIL AND A 3,325 SQUARE-FOOT CONVENIENCE STORE/SERVICE STATION TO REPLACE AN EXISTING 1,800 SQUARE FOOT CONVENIENCE STORE/SERVICE STATION on 0.79 acres at 2237 West Charleston Boulevard (APN: 162-04-101-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

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3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TDD 702.386.9108

www.lasvegasnevada.gov
8112-001-6/04

SDR-18082
12/21/06 PC

4. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
5. The landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect minimum 24-inch box trees planted a maximum of 20 feet on-center and a minimum of four five-gallon shrubs for each tree within provided planters.
6. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]
- ⑦? A landscaping plan must be submitted prior to or at the same time application is made for a building permit. The waiver of landscaping in perimeter areas has been deemed to be unnecessary. The applicant shall add additional landscaping to screen the car wash queuing area to the satisfaction of the Planning and Development Department.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened from the view of abutting streets.
9. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.
11. Any interior property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. All City Code requirements and design standards of all City departments must be satisfied.

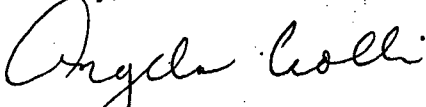
Mr. Tom Jones
SDR-4563 – Page Three
November 2, 2004

14. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
15. All development shall be in conformance with the site plan and building elevations, date stamped 06/22/04, except as amended by conditions herein.
16. Prior to the issuance of building permits, a revised landscape plan must be submitted to and approved by the Department of Planning and Development showing a maximum of 15% of the total landscaped area as turf.

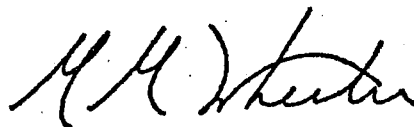
Public Works

17. Dedicate an additional 39 feet of right-of-way for a total radius of 54 feet on the southeast corner of Charleston Boulevard and Rancho Drive prior to the issuance of any permits. Dedicate all additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes and all additional rights-of-way required by Standard Drawing #234.1 or 234.3 and #234.2 for bus turnouts prior to or concurrent with the commencement of on-site development activities unless specifically allowed otherwise by the City of Las Vegas Traffic Engineer in writing.
18. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.
19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage patterns for this site prior to the issuance of grading permits. Provide and improve all drainageways as recommended.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Daniel Loera, Jr.
5525 Polaris, B
Las Vegas, Nevada 89118

SDR-18082
12/21/06 PC

Plans (PMT)



Separator Sheet



Date:	Dec. 27, 2005	Designed By:	Todd McElroy
Project No.:	2004A.01	Drawn By:	TSM/JAA
Justification:	Las Vegas	Checked By:	TSM/JB

A1.01

PLAN GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE THIS SHEET WITH ALL OTHER SHEETS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE DESIGNER'S ATTENTION.
2. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE. EXTERIOR DIMENSIONS AT EXTERIOR WALLS ARE TO FACE OF SCHEDULED FINISH OF CURB.

KEYNOTES

1

REV	DATE	DESCRIPTION

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CONTRACTOR

APRIL 2006

Client:
Chevron Convenience Store
2237 W. Charleston Blvd.
Las Vegas, Nevada 89102
APN: 162-04-101-001

Project:
Architectural Site Plan

Drawn By:	David By:
Dec. 27, 2005	10/24/06
Project No.:	2005AL01
Drawn By:	David By
Dec. 27, 2005	10/24/06

Scale:	1" = 20'-0"
North Arrow:	North

Lot Area:	34,538.46 SQUARE FEET or .78 ACRES
Building Area:	4,400 SQUARE FEET (C-STORY)
Lot Coverage:	12.73%
Parking Required (CITY OF LAS VEGAS):	4,400 S.F. - 1 PER 250 S.F. = 17.6 or 18 SPACES (C-STORY)
Parking Provided:	19 STALLS
Modular Stalls:	1 MIN. ACCESSIBLE STALL
Total Spaces:	20 STALLS (2 EXTRA)

AS1.00

VICINITY MAP

CHARLESTON BLVD./RANCHO DR.
LAS VEGAS, NV

SITE NOTES

1. MINIMUM SLOPE FOR DRIVE ON THE SIDEWALK IS 1:12
2. LIGHT POLE FIXTURES SHALL HAVE A POLE HEIGHT OF 30'
3. SEE DETAIL 11/ALSD AND ELECTRICAL DRAWINGS

KEYNOTES

1. FIXED ACCESS CONTROL CONCRETE SIDEWALK AREA AND ACCESS FOR REQUIRED CONTINGENCY AREA FOR SOILS RECLAMATION
2. LANDSCAPE BUFFER ONE BEING BUILDING ALONG SOUTH PROPERTY LINE. SEE SHEET ALSD
3. 8'-0" HIGH CALL WALL ALONG SOUTH AND EAST PROPERTY LINES. INSTALL/ABANDON PER CITY OF LAS VEGAS STANDARDS/DETAILS
4. ALL EXISTING DRIVEWAYS AND DRIVEWAYS SHALL BE ABANDONED. SEE ALSD. EXISTING STALLS SHALL SLOPE AND BE MORE THAN 20' IN EACH DIRECTION FOR BE CHANGED TO ACCIDENTLY RECLAMATION
5. DATED AND FIXED ACCESS CONTROL AREA BEING BUILDING
6. RECYCLED DECORATIVE CONCRETE WALL SEE 12/ALSD
7. ZERO ONE FACE FOR ONE DRAWING
8. CONCRETE SIDEWALK AREA WITH WOOD FENCE. TYPE PROVIDE CENTER AT 10'-0" O.C. MAX.
9. EXISTING 10' HIGH FENCE SHALL BE ABANDONED. NEW 10' HIGH FENCE SHALL BE INSTALLED. SEE DETAIL 11/ALSD. THE ACCESSIBLE SIDEWALK SHALL BE CHANGED TO 11' IN THE WEST AND SHALL HAVE A CROSSSLOPE OF NO MORE THAN 2% AND A SLOPE OF NO MORE THAN 2% IN THE TRAVEL DIRECTION.
10. PROPOSED SIGN LOCATIONS. SIGNAGE UNDER SEPARATE APPROVAL. COORDINATE WITH "S" SHEETS. SEE ALSD
11. 10'-0" x 10'-0" x 10'-0" CAN TOWER EXCLUSIVE WITH METAL CONE. SEE 11/ALSD
12. 10'-0" x 10'-0" x 10'-0" CAN TOWER EXCLUSIVE WITH METAL CONE. SEE 11/ALSD
13. 10'-0" x 10'-0" x 10'-0" CAN TOWER EXCLUSIVE WITH METAL CONE. SEE 11/ALSD
14. EXISTING METAL FENCE WITH 10'-0" HIGH REMOVABLE FENCE SECTION FOR ACCESS TO CONTINGENCY AREA
15. EXISTING 10' HIGH FENCE SHALL BE ABANDONED. NEW 10' HIGH FENCE SHALL BE INSTALLED. SEE DETAIL 11/ALSD
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DESIGN DATA

LOT AREA: 34,538.46 SQUARE FEET or .78 ACRES

BUILDING AREA: 4,400 SQUARE FEET (C-STORY)

LOT COVERAGE: 12.73%

PARKING REQUIRED (CITY OF LAS VEGAS): 4,400 S.F. - 1 PER 250 S.F. = 17.6 or 18 SPACES (C-STORY)

PARKING PROVIDED: 19 STALLS

MODULAR STALLS: 1 MIN. ACCESSIBLE STALL

TOTAL SPACES: 20 STALLS (2 EXTRA)

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

RECEIVED

NOV 08 2006

PERIMETER CMU WALL DETAIL

N.T.S.

EXISTING UMC QUICK CARE AND PARKING STRUCTURE

EXISTING UMC QUICK CARE AND PARKING STRUCTURE

NEW GAS CANOPY AND PUMP

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

RECEIVED

NOV 08 2006

PERIMETER CMU WALL DETAIL

N.T.S.

EXISTING UMC QUICK CARE AND PARKING STRUCTURE

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NEW GAS CANOPY AND PUMP

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'-0"

RECEIVED

NOV 08 2006

[illegible]

KEYNOTES

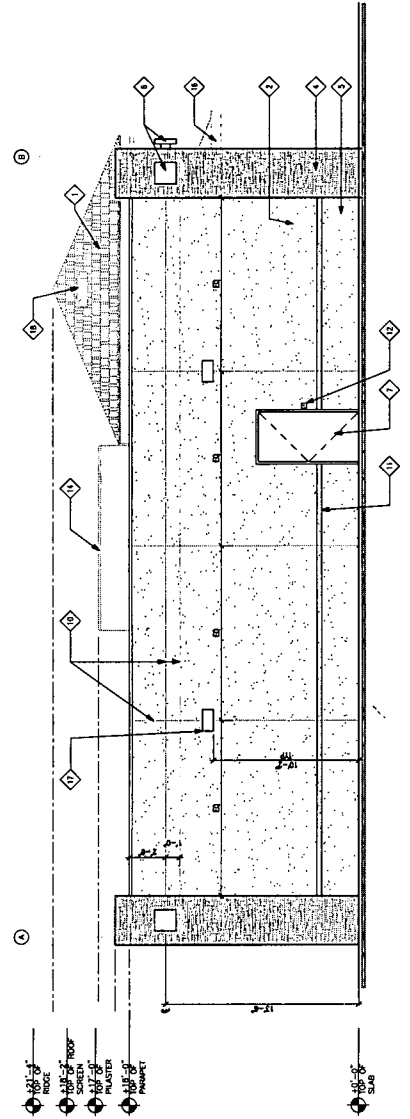
- ① CONCRETE TILE ROOF SYSTEM. SEE ROOF PLAN ON 14 FOR MORE INFO.
- ② 7/8" GRAFT PLASTER SYSTEM. PAINTED, TYP.
- ③ ALUMINUM WINDOWS 8" BROWZE ANODIZED FINISH. SEE SHEET A5.00.
- ④ STONE VENEER PLASTER (CULTURED STONE BY OWENS CORNING). SEE DETAIL 17/A.02, 12B-13A-14A REPORT.
- ⑤ STONE VENEER SYSTEM AT BASE (CULTURED STONE BY OWENS CORNING). SEE DETAIL 17/A.02, 12B-13A-14A REPORT.
- ⑥ DOWNLIGHT LIGHT FIXTURE. TYP. SEE "T" SHEETS
- ⑦ PAINTED HOLLOW METAL DOOR. SEE SHEET A3.00 ON THIS SHEET. SEE ALSO SHEET A3.00.
- ⑧ ALUM. SUBSTANTIAL SYSTEM WITH BROWZE ANODIZED FINISH. SEE SHEET A3.00.
- ⑨ FLOORING TO BE UNDERSTAPMENT FURNISH. SEE DETAIL 17/A.02, 12B-13A-14A REPORTS WITH "T" SHEETS, TYP.
- ⑩ STEEL COATING, GALV. DOUBLE "V" TYPE WITH EXPANDED METAL FLANGE, TYP.
- ⑪ TRIM 8" STUCCO FINISH. SEE 1/A.02.
- ⑫ BACK DOOR BUZZER. SEE ELECTRICAL PLANS.
- ⑬ STORM DRAIN AND/OR OVERLAY FOR 7" SHEETS.
- ⑭ PAINTED METAL MECHANICAL SCHEDING BY UNIC-CLAY SERIES 15-3-1 ON EQUAL SEE SHEET A3.00 SCHEDULE ON THIS SHEET.
- ⑮ SURFACE MOUNTED AUTOMATIC SOME LOCATIONS BY CONTRACTOR.
- ⑯ PAINTED METAL OCCUPANCY AWARING. SEE DETAILS 8, 9 & 17/A.02 AND STRUCTURAL CHANGES.
- ⑰ NO EXTENSION LIGHT FIXTURE PER "T" SHEETS.
- ⑱ ROOF VENT. SEE ROOF PLAN ON ALSO FOR MORE INFORMATION.

COLOR SCHEDULE

- C1 FIELD COLOR, T.B.D.
- C2 STONE VENEER
- C3 CONCRETE TILE ROOF
- C4 ACCENT COLOR (LOWER BAND TRIM AND METAL CHIMNEY), T.B.D.

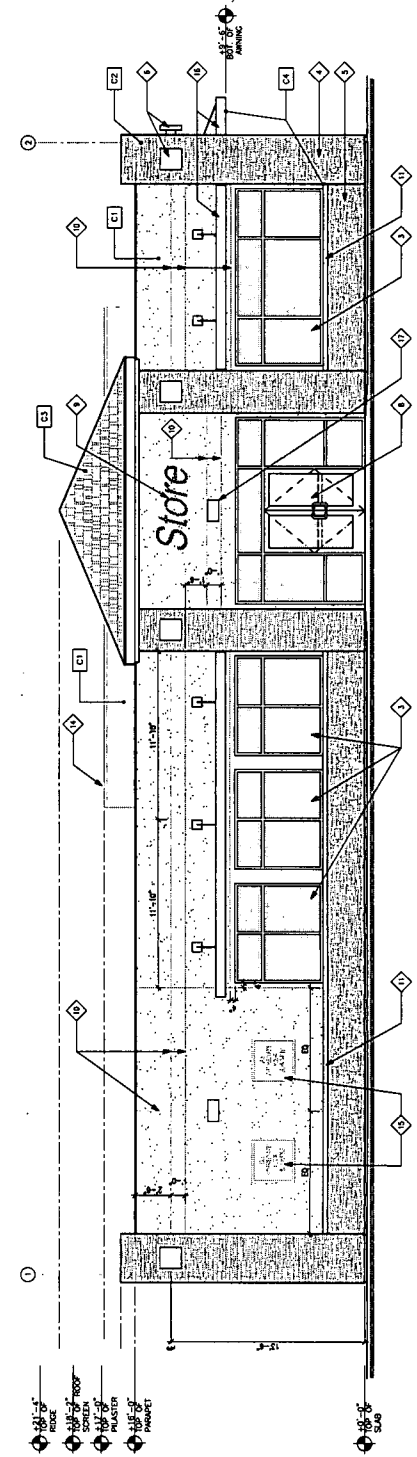
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NOV 08 2006



WEST ELEVATION

Scale: 1/4" = 1'-0"



NORTH ELEVATION

SCALE: 1/4" = 1'-0"



Date:	Dec. 27, 2005	Designed By:	Todd Muller/ryer
Project No.:	2004A.01	Drawn By:	TMM/JJA
Annotation:	Las Vegas	Checked By:	TMM/JB
A2.01			

NOV 08 2006



