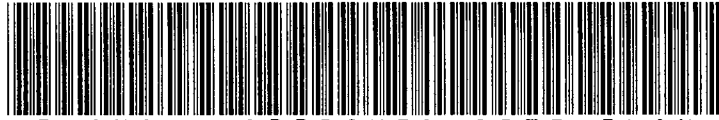


Plans (Approved Site Plan)



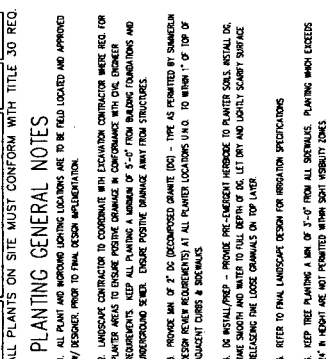
PLANS - APPROVED SITE PLAN

Separator Sheet

Plans (PMT)



Separator Sheet



TYPICAL STREET FRONTAGE NOTE:
SHRUBS SHALL BE DESIGNED TO COVER MORE THAN FIFTY PERCENT OF THE LANDSCAPED AREA AND MAY BE GROUPED IF DISTRIBUTED

SDR-18340

REVISED
01/11/07 PC



DRAWN BY	NGC
APPROVED BY	KK
DATE	10/29/06
PROJECT NUMBER	439A2006
SCALE	1/8" = 1'-0"

[illegible]

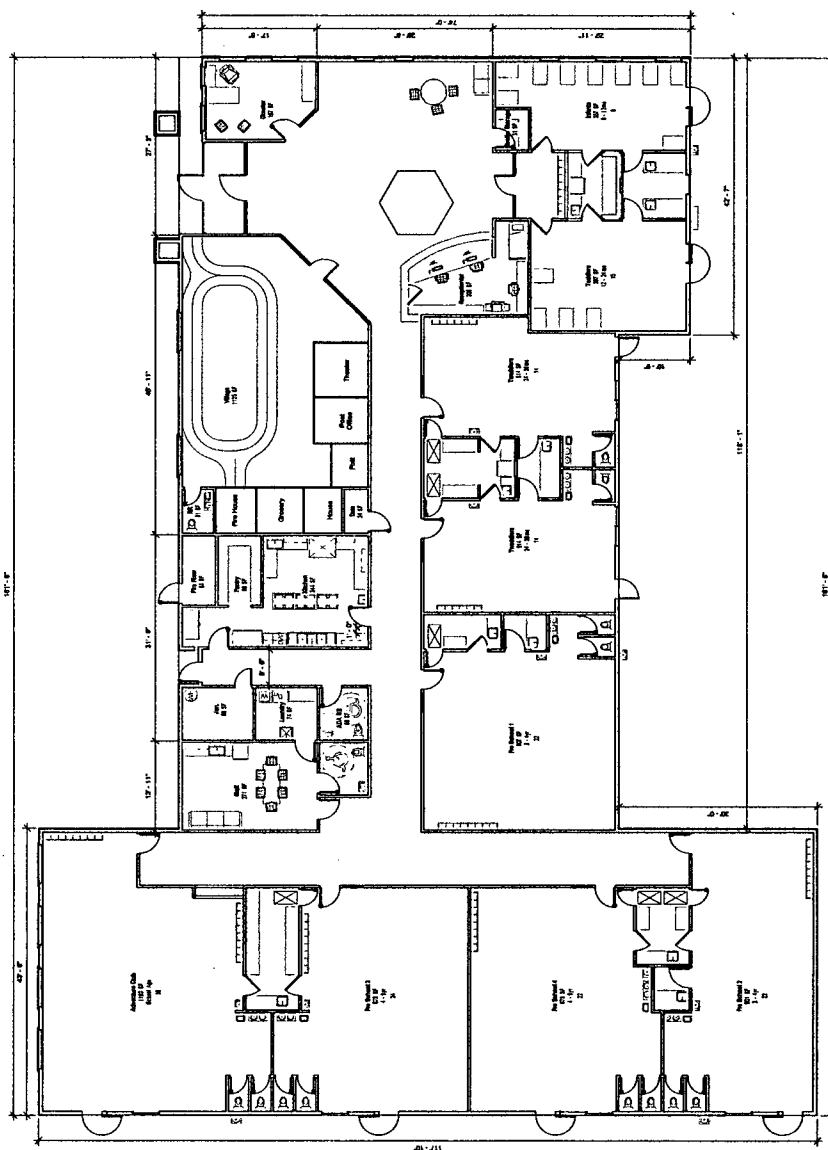
8075 South Piccolo
Henderson, Nevada 89074



NA
Tel# (702) 837-1337
Fax# (702) 837-1751



Project: Tech Park Site	Location: Attwood / Tenaya	Owner/Agent: American Child Care Properties	Shared Title: Proposed Floor Plan
-------------------------	----------------------------	---	-----------------------------------



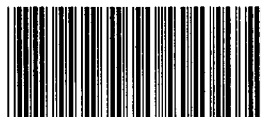
Play Area Schedule	
Name	Area
Play Area 1	619 SF
Play Area 2	2200 SF
Play Area 3	6671 SF

Play Area Schedule	
Name	Area
Play Area 1	619 SF
Play Area 2	2200 SF
Play Area 3	6671 SF

Name	Area	Criminal Justice Category			Staff	Paroling	Pay Rate
		Age	Group Size	Level			
Offenders	357 SF	0 - 15 mo	8	2	2	2	300
Probation	100 SF	16 - 24 mo	10	2	2	2	300
Probation	114 SF	24 - 36 mo	10	2	3	3	325
Prob School 1	607 SF	24 - 36 mo	14	2	3	4	475
Prob School 2	607 SF	3 - 6 yr	22	2	4	4	475
Prob School 3	607 SF	3 - 6 yr	22	2	4	4	475
Prob School 4	607 SF	4 - 5 yr	22	2	4	4	475
Adolescent Chs	1100 SF	4 - 5 yr	24	2	4	4	600
Adolescent Chs	1100 SF	School Age	30	2	2	5	1125

Architectural drawings of the exterior of the building, including elevations and sections. The drawings show a long, low building with a flat roof and a series of windows. The elevations are labeled "Elevation 1" and "Elevation 2". The sections are labeled "Section 1" and "Section 2". The drawings include detailed annotations for materials, colors, and construction details. A note at the bottom right states: "ALL ROOFING MATERIALS TO BE LOCATED IN PLANT ROOM AVAILABLE AND EXHIBITED FROM HERE TO PLANT ROOM."

Comments



C O M M E N T S

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. Riecki, Survey (FM, PM, & A's only)
Date: December 18, 2006
Re: **SDR-18340** American Child Care Properties, LLC S side of Atwood Avenue, W of Tenaya Way
Request for a Site Development Plan Review for a child care center

CONDITIONS OF APPROVAL:

1. Remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.
2. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.
3. Site development to comply with all applicable conditions of approval for the Cheyenne Office Center Commercial Subdivision and all other applicable site-related actions.

COMMENTS:

We note that there is a Multi-Use Transportation Trail adjacent to this site on Atwood Avenue.

December 12, 2006

City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, Nevada 89101

Attention: Flinn Fagg, Planning Manager

SUBJECT: CITY OF LAS VEGAS ZONING APPLICATION REVIEW

The Las Vegas Valley Water District Design and the Production Divisions have reviewed the attached zoning applications and determined that the proposed projects will have no conflict with the District's existing telemetry antenna locations.

If you require any additional information or have any questions, please call me at 822-8574.

Sincerely,



Doa J. Meade
Sr. Civil Engineer

DJM:TLL:lar
Attachment

Jim Ross, Electronics Supervisor, w/attch, M/S 1080

LAS VEGAS VALLEY
WATER DISTRICT

PEOPLE
LEADING
THE WAY

1001 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89153
TELEPHONE, 702/870-2011

Board of Directors
Myrna Williams
PRESIDENT

Yvonne Atkinson Gates
VICE PRESIDENT

Tom Collins

Chip Maxfield

Lynette Boggs McDonald

Rory Reid

Bruce Woodbury

Patricia Mulroy
GENERAL MANAGER

Hansen Information Technologies - Version 7.7 (Hansen Production Database)

File Application Review Inspection Customer Window Help

Review Lookup

Act # 0 Status All
Project # 18340 Date Issued
A/P Type
Comp By
Act Type
Parcel ID
Address

Project/Planning Review

Act # 179809 Project # 18340 Act Type B&S PLAN

Schedule Pre-review with Building Department. Possible building issues.

Per Rod Clark

Act #	Act Type	Project
179808	NEIGH PLS	1834
179809	B&S PLAN	1834
179810	FLOOD	1834
179812	TRAFFIC	1834
179814	SURVEY	1834
179816	SEWER	1834
179818	FIRE ENG	1834
179817	LAND DEV	1834
179815	SID	1834
179813	TCEP	1834

Project Information / Review / Problems / Log / Details / Check In/Out / Comments / SITE PLAN REVIEW

Review Updated

Start [Icons] [Se...] [CT...] [BS...] [BBS...] [Ha...] [Hansen] [No...] [Un...] [RE...] [Do...] 11:22 AM

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-18340 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT:
AMERICAN CHILD CARE PROPERTIES LLC - OWNER: RESORT HOLDINGS 2 LLC - Request for a Site Development Plan Review FOR A PROPOSED 12,768 SQUARE FOOT CHILD CARE CENTER AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH TO ALLOW A FIVE FOOT WIDE BUFFER WHERE EIGHT FEET IS THE MINIMUM WIDTH REQUIRED ALONG THE EAST PROPERTY LINE on 2.27 acres on the south side of Atwood Avenue, approximately 300 feet west of Tenaya Way (APN 138-10-412-003), C-1 (Limited Commercial) Zone, Ward 4 (Brown).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

PLANNING COMMISSION: JANUARY 11, 2007 CITY COUNCIL: FEBRUARY 7, 2007

CASE PLANNER: JOHN KORKOSZ



PUBLIC HEARING

Comments Due: **DECEMBER 13, 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:

**Las Vegas Metropolitan Police Dept.
Office of Intergovernmental Services**

No Law Enforcement Issue

Extraction List



Separator Sheet

37/6

C

PARCELS	165
LABELS	161

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

Owner	Address	Parcel Number
A M PROPERTIES L L C	3008 ASTORIA PINES CIR LAS VEGAS NV	13810411015
ABELLA KAREN	7316 ATWOOD AVE LAS VEGAS NV	13810410023
ALEXANDER DENECE	3325 BUFFALO NARROWS CIR LAS VEGAS NV	13810410070
ALLEN BARBARA	7313 FALL RIVER CIR LAS VEGAS NV	13810410045
ALVARADO DANIEL M & MONICA	3329 HYANNIS CIR LAS VEGAS NV	13810410111
ANSTEY FAMILY TRUST	3336 STURBRIDGE CIR LAS VEGAS NV	13810410074
ANTOSIAK PAUL D	3317 BUFFALO NARROWS CIR LAS VEGAS NV	13810410068
ARENA JOSEPH	7340 ATWOOD AVE LAS VEGAS NV	13810410017
ARENA JOSEPH A	7340 ATWOOD AVE LAS VEGAS NV	13810410024
ARENDT JOHN	2 KIOWA CT HENDERSON NV	13810410008
BAKER MARLENE G	2978 MATEE DR HENDERSON NV	13810410048
BALINT SHIRLEY M	3412 N TENAYA WY LAS VEGAS NV	13810710015
BALL DAVID & REGINA	7344 ATWOOD AVE LAS VEGAS NV	13810410016
BANKSTON YVETTE	7312 SIMSBURY CIR LAS VEGAS NV	13810410038
BRACKEN DONALD J	9684 SILVERSIDE DR SO LYON MI	13810410010
BROWN MONTE & A 2000 LIV TR	7485 BUCKSKIN AVE LAS VEGAS NV	13810402008
BROWN MONTE & A 2000 LIV TR AGMT	7485 BUCKSKIN AVE LAS VEGAS NV	13810402010
BUCKOVICH JAMES	4301 MOUNTAIN VIEW BLVD LAS VEGAS NV	13810410041
BURKETT ROBERT L & FENG W	7216 DALEGROVE DR LAS VEGAS NV	13810801001
BURNS JEFFREY W & NANCY A	7309 FALL RIVER CIR LAS VEGAS NV	13810410044
BUTVICH FRANK P & CARMEN A	7336 ATWOOD AVE LAS VEGAS NV	13810410018
CABBLE MELISSA A & KEVIN J	3317 HYANNIS CIR LAS VEGAS NV	13810410108
CAMDEN USA INC	%CAMDEN PPTY TRUST %B BANEY 3 GREENWAY PLAZA #1300 HOUSTON TX	13810802004
CARLEY THOMAS C & DEBRA C	7320 FALL RIVER CIR LAS VEGAS NV	13810410052
CASCIOLA VICTOR J	7308 SIMSBURY CIR LAS VEGAS NV	13810410039
CATALANO JON M	7309 SIMSBURY CIR LAS VEGAS NV	13810410030
CENTENO JOHNNY B & DEBBIE L	3420 N TENAYA WY LAS VEGAS NV	13810710013
CHEUNG HON TSUEN & SHIN TING	3305 HYANNIS CIR LAS VEGAS NV	13810410105
CHEYENNE RANCH L L C	%C KEOUGH 125 CASSIA WY HENDERSON NV	13810403006
CITY OF LAS VEGAS	180 WASHINGTON VALLEY RD BEDMINSTER NJ	13815101004
CITY OF LAS VEGAS	400 E STEWART AVE LAS VEGAS NV	13815101003
CONTRERAS ALFONSO M & ESTELA	7325 SIMSBURY CIR LAS VEGAS NV	13810410034

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

Owner	Address	Parcel Number
COONS HAROLD J & LUELLA E	7332 ATWOOD AVE LAS VEGAS NV	13810410019
COREAS-MENDOZA ANA	3320 STURBRIDGE CIR LAS VEGAS NV	13810410078
CRISP GARY S	3320 N PIONEER WY LAS VEGAS NV	13810410004
D P GROUP SIX L L C	4131 GENOA DR LAS VEGAS NV	13810410028
DABNEY ERIC V & CONSTANCE E	3313 STURBRIDGE CIR LAS VEGAS NV	13810410087
DAILEY SAMUEL JR & ARVA J	7112 DALEGROVE DR LAS VEGAS NV	13810811010
DAWAT RAYMONDO	3324 BUFFALO NARROWS CIR #C1 LAS VEGAS NV	13810410057
DAYTON HUDSON CORPORATION	%TARGET CORP T-0826 %PPTY TAX DEPT/TPN-0950 P O BOX 9456 MINNEAPOLIS MN	13810815002
DELRIO WALTER	3300 BUFFALO NARROW CIR LAS VEGAS NV	13810410063
DIGIACINTO ALFREDO P & TERRI L	7320 SIMSBURY CIR LAS VEGAS NV	13810410036
DOLAN EDWARD F	3332 BUFFALO NARROWS CIR LAS VEGAS NV	13810410055
E A M PROPERTIES L L C	%M/M A MARTINEZ 910 LAS VEGAS BLVD S LAS VEGAS NV	13810411012
E A M PROPERTIES L L C	%M/M A MARTINEZ 910 LAS VEGAS BLVD S LAS VEGAS NV	13810411009
ESPITIA JAIME	7205 DALEGROVE DR LAS VEGAS NV	13810811025
E-T-T SERVICE STATIONS L L C	5195 LAS VEGAS BLVD S LAS VEGAS NV	13810403009
FONG RICHARD D S	2830 S 24TH ST SAN FRANCISCO CA	13810410103
FOSTER ROBERT L	3304 STURBRIDGE CIR LAS VEGAS NV	13810410082
FREANEL & SON CHEYENNE L L C	125 SILVER OAK TERR ORINDA CA	13810403031
FREDRICKS STEVEN E	7204 DALEGROVE DR LAS VEGAS NV	13810811013
GOLDYN DAVID M	3309 HYANNIS CIR LAS VEGAS NV	13810410106
GOMEZ TODD	7321 SIMSBURY CIR LAS VEGAS NV	13810410033
GRAY HAROLD	3301 BUFFALO NARROWS LAS VEGAS NV	13810410064
GREENE CLIFFORD L & CAMMIE C	3300 STURBRIDGE CIR LAS VEGAS NV	13810410083
HAILE STEVEN	7310 FALL RIVER CIR LAS VEGAS NV	13810410042
HAMMER IRENE	3360 N PIONEER WY LAS VEGAS NV	13810410002
HARTZELL SEARLE M	3333 BUFFALO NARROWS CIR LAS VEGAS NV	13810410072
HENDRICKS SCOTT T	3301 HYANNIS CIR LAS VEGAS NV	13810410104
HENKEL JEROME	3324 HYANNIE CIR LAS VEGAS NV	13810410097
HOAR FAMILY TRUST	8415 SAN CARLOS DR SAN DIEGO CA	13810410040
HOUSING AUTHORITY CITY OF LV	P O BOX 1897 LAS VEGAS NV	13810410096
HOYER JULIE	7304 ATWOOD AVE LAS VEGAS NV	13810410026
HUBER FAMILY TRUST	9921 BARRIER REEF DR LAS VEGAS NV	13810811023

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

Owner	Address	Parcel Number
HURT BRIAN T & PATRICIA M	7308 ATWOOD AVE LAS VEGAS NV	13810410025
IACOVIELLO ROCCO	7201 DALEGROVE DR LAS VEGAS NV	13810811026
INSANA FRANK J	3321 HYANNIS CIR LAS VEGAS NV	13810410109
JAIMES INDALECIO	7109 DALEGROVE DR LAS VEGAS NV	13810811029
JOHNSON CHRISTINA L	7313 SIMSBURY CIR LAS VEGAS NV	13810410031
JUCHA MICHAEL E & SUPATRA	7209 DALEGROVE DR LAS VEGAS NV	13810811024
KLEEPER GARY N & MARCELINA C	7364 ATWOOD AVE LAS VEGAS NV	13810410011
KLUTH EDD & JOSETTE	8633 CANYON VIEW DR LAS VEGAS NV	13810410086
KRIEGER ROBERT J & AMPARO R	7316 FALL RIVER CIR LAS VEGAS NV	13810410053
KRYGER ROBERT E	7317 SIMSBURY CIR LAS VEGAS NV	13810410032
LACEY DAVID L	P O BOX 811501 LOS ANGELES CA	13810811003
LAMAR PROPERTIES L L C	%M RAMOS P O BOX 120 HAYWARD CA	13810410029
LEE ERIC	7320 ATWOOD AVE LAS VEGAS NV	13810410022
LIVINGSTON ARIANNE	1447 STANFORD ST #H SANTA MONICA CA	13810410091
LORD JANICE E	3328 STURBRIDGE CIR LAS VEGAS NV	13810410076
MAGOOS ENTERPRISES INC	202 FREMONT ST LAS VEGAS NV	13810403032
MANAJ ILIR	3329 BUFFALO NARROWS CIR LAS VEGAS NV	13810410071
MANTHEI PATTI JEAN & DAVID J	7415 BUCKSKIN AVE LAS VEGAS NV	13810402004
MARQUEZ CIRCE	3304 BUFFALO NARROWS CIR LAS VEGAS NV	13810410062
MARTIN CHRISTOPHER J & ESTHER S	3312 BUFFALO NARROWS CIR LAS VEGAS NV	13810410060
MARTINEZ ALFREDO & ELVIA	910 LAS VEGAS BLVD S LAS VEGAS NV	13810411007
MARTINEZ ALFREDO & ELVIA	910 LAS VEGAS BLVD S LAS VEGAS NV	13810411013
MARTINEZ ALFREDO & ELVIA	910 LAS VEGAS BLVD S LAS VEGAS NV	13810411005
MARTINEZ ALFREDO & ELVIA	910 LAS VEGAS BLVD S LAS VEGAS NV	13810411008
MARTINEZ SALVADOR	3305 STURBRIDGE CIR LAS VEGAS NV	13810410085
MATTHEWS MILTON A	7348 ATWOOD AVE LAS VEGAS NV	13810410015
MAUPIN BENNIE	411 E MARIGOLD ST ALTADENA CA	13810410080
MAYS KATHRYN	7116 DALEGROVE DR LAS VEGAS NV	13810811011
MC GEE JOHN W	7205 BIG ROCK CIR LAS VEGAS NV	13810811002
MCLAURIN FELDER M	3308 BUFFALO NARROWS CIR LAS VEGAS NV	13810410061
MING BILL	7117 DALEGROVE DR LAS VEGAS NV	13810811027
MORALES 1996 TRUST	2740 MAGNET NO LAS VEGAS NV	13810410075

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

Owner	Address	Parcel Number
MOREDOCK 1995 TRUST	7221 DALEGROVE DR LAS VEGAS NV	13810802001
MORTENSEN FAMILY TRUST	3300 N PIONEER WY LAS VEGAS NV	13810410005
MULLAI LIRIM & MULLAI	3316 HYANNIS CIR LAS VEGAS NV	13810410099
MUNN ROBERT & RENATE	7321 FALL RIVER CIR LAS VEGAS NV	13810410047
NIELSEN HELEN S REVOCABLE TRUST	7217 DALEGROVE DR LAS VEGAS NV	13810802002
NILSON MICHAEL L & JULIE L	3313 HYANNIS CIR LAS VEGAS NV	13810410107
OCHOA MANUEL A & NORMA	7305 FALL RIVER CIR LAS VEGAS NV	13810410043
O'NESKY E E & R A LIV TR SURV TR	3332 HYANNIS CIR LAS VEGAS NV	13810410095
OPRITOU VIOREL	7113 BIG ROCK CIR LAS VEGAS NV	13810811004
PAWLUK WILLIAM & KATHLEEN	1434 SANTA CRUZ ST LAGUNA BEACH CA	13810410058
PENN JEREMY	7356 ATWOOD AVE LAS VEGAS NV	13810410013
PERALTA-LOPEZ JOAQUIN E	6509 BRISTOL WY LAS VEGAS NV	13810410101
PIERCE JOHN & TINA	7209 BIG ROCK CIR LAS VEGAS NV	13810811001
POLLO REALTY L L C	%W PERKINS 4121 E CHARLESTON BLVD LAS VEGAS NV	13810403020
RANDELL KATIE L	2232 S NELLIS BLVD #311 LAS VEGAS NV	13810410007
REBEL OIL COMPANY INC	2200 S HIGHLAND DR LAS VEGAS NV	13810815003
REESE GENEVA R	3336 BUFFALO NARROWS CIR LAS VEGAS NV	13810410054
RESORT HOLDINGS 2 L L C	%TRANSWESTERN INVESTMENTS 2801 N TENAYA #C LAS VEGAS NV	13810412003
ROBERTSON ANTHONIA	3325 STURBRIDGE CIR LAS VEGAS NV	13810410090
RUIZ IRENE B	7329 FALL RIVER CIR LAS VEGAS NV	13810410049
RYNE ROBERT H & BENITA K	3340 N PIONEER WY LAS VEGAS NV	13810410003
S S D	750 N 17TH LAS CRUCES NM	13810403022
SABOORI SHIVA	9 STINSON RD ANDOVER MA	13810410092
SAID RAMZI	7272 W 90TH ST LOS ANGELES CA	13810410098
SAKAGAWA SUSAN SETSUKO & WAYNE S	3321 STURBRIDGE CIR LAS VEGAS NV	13810410089
SALLS MARC F E & DEBRA H	3380 N PIONEER WY LAS VEGAS NV	13810410001
SANTACRUZ REYNALDO G & ROSEANN	1461 LINCOLN ST BERKLEY CA	13810410037
SANTOS ANABEL	3316 BUFFALO NARROWS CIR LAS VEGAS NV	13810410059
SCHMIDT CHET & ESTHER	BOX 15223395 SIOUX FALLS SD	13810410094
SCHUMACHER ROBERT G JR & LESLIE	3325 HYANNIS CIR LAS VEGAS NV	13810410110
SCOTT BRANDON	7200 DALEGROVE DR LAS VEGAS NV	13810811012
SHARBATZ SJANNA	914 RIDGEVIEW DR EAGLE POINT OR	13810410067

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

Owner	Address	Parcel Number
SHARPE EDWARD G & LISA A	3337 BUFFALO NARROWS CIR LAS VEGAS NV	13810410073
SINES MATTHEW	3304 HYANNIS CIR LAS VEGAS NV	13810410102
SINGLETON ANDRE & PHILANA	7324 ATWOOD AVE LAS VEGAS NV	13810410021
SKILES DAVID E	7317 FALL RIVER CIR LAS VEGAS NV	13810410046
SPEES TROY M & MARY K	7352 ATWOOD AVE LAS VEGAS NV	13810410014
STANTON BARBARA L	7384 ATWOOD AVE LAS VEGAS NV	13810410006
STIRBRIDGE INVESTMENTS LTD	%DANIEL & DEBRA BROWN 3301 STURBRIDGE CIR LAS VEGAS NV	13810410084
SUCKLING THOMAS C & CONSTANCE M	7212 DALEGROVE DR LAS VEGAS NV	13810801002
SUCKOW LINDA FAYE & WILLIAM R	3308 STURBRIDGE CIR LAS VEGAS NV	13810410081
SUNNYVALE BUSINESS SQUARE L L C	%R OROSEL P O BOX 370008 LAS VEGAS NV	13810815001
SUNRISE MOUNTAINVIEW HOSPITAL	P O BOX 1504 NASHVILLE TN	13815510005
SUTTON JOSEPH HOYT & PATRICIA A	3508 BOGSIDE WY LAS VEGAS NV	13810410077
SVEJDA TERRY O & NANCY	P O BOX 223 YUCCA AZ	13810410051
SWIFT RALPH M	8733 BLAZING SADDLE AVE LAS VEGAS NV	13810410020
SYKES ALLEN & REGINA D	3309 BUFFALO NARROWS CIR LAS VEGAS NV	13810410066
T I H POINTE NORTH L L C ETAL	%TIH VII LLC %TRANSWESTERN INVEST 2801 N TENAYA #C LAS VEGAS NV	13810412002
TODD ROBERT S & THERESA B	7324 SIMSBURY CIR LAS VEGAS NV	13810410035
TUBBS JAMES E	3408 N TENAYA WY LAS VEGAS NV	13810810001
URBINA-BALLON ANTONIO	7208 BIG ROCK CIR LAS VEGAS NV	13810711070
USA	400 E STEWART AVE LAS VEGAS NV	13815201002
USA	%R YOAKUM 400 STEWART AVE 4TH FLOOR LAS VEGAS NV	13810302007
U-STORE-IT L P	PTA-USI #293 P O BOX 19156 ALEXANDRIA VA	13810403014
VALDIVIAS REYNALDO	7208 DALEGROVE DR LAS VEGAS NV	13810811014
VALLE LARISSA	7372 ATWOOD AVE LAS VEGAS NV	13810410009
VANCE HAROLD NEIL & LINDA JANE	3337 STURBRIDGE CIR LAS VEGAS NV	13810410093
VANDERHOOF JEFFREY S & ANN	7360 ATWOOD AVE LAS VEGAS NV	13810410012
VERSER SHANNON	3328 BUFFALO NARROWS CIR LAS VEGAS NV	13810410056
WARDLE HOWARD M & MARY E	3305 BUFFALO NARROWS CIR LAS VEGAS NV	13810410065
WEINBERG DAVID	3317 STURBRIDGE CIR LAS VEGAS NV	13810410088
WHEATCROFT LIVING TRUST	3312 HYANNIS CIR LAS VEGAS NV	13810410100
WICKHAM BETHLEY	7328 FALL RIVER CIR LAS VEGAS NV	13810410050
WILEY MELVIN W & LA VERNE J	5501 BLUE HORIZON CT LAS VEGAS NV	13810811028

Report of All Selected Parcels

Case Number: SDR-18340

Printed On: Thu: December 7, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
WILGAR BERNIE GLADE	3355 N PIONEER DR LAS VEGAS NV	13810402005
WILLMS ARTHUR H & CONSTANCE	3416 TENAYA WY LAS VEGAS NV	13810710014
WILSON JAMES C & BARBARA J	3321 BUFFALO NARROWS CIR LAS VEGAS NV	13810410069
WYNEN LEIGH A	7300 ATWOOD AVE LAS VEGAS NV	13810410027
YOUNG SUSAN L	3316 STURBRIDGE CIR LAS VEGAS NV	13810410079

APN Map



Separator Sheet

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/CEO NUMBER
PB 25-45
002 ROAD EASEMENT
1.00 ACREAGE
003 PW/LO BOUNDARY
5 BLOCK NUMBER
004 NON-PARCEL LOT LINE
5 LOT NUMBER
005 MATCH LINE / LEADER LINE
006 ROAD ID NUMBER
007 GOV. LOT NUMBER

138-10-4

S 2 SW 4

10

T20S R60E

Scale: 1"=200'

Rev: 02/23/06

MAP LEGEND

001 PARCEL BOUNDARY

002 SUBD BOUNDARY

003 ROAD EASEMENT

004 PW/LO BOUNDARY

005 NON-PARCEL LOT LINE

006 MATCH LINE / LEADER LINE

007 ROAD ID NUMBER

008 GOV. LOT NUMBER

138-10-4

S 2 SW 4

10

T20S R60E

Scale: 1"=200'

Rev: 02/23/06

001 PARCEL BOUNDARY

002 SUBD BOUNDARY

003 ROAD EASEMENT

004 PW/LO BOUNDARY

005 NON-PARCEL LOT LINE

006 MATCH LINE / LEADER LINE

007 ROAD ID NUMBER

008 GOV. LOT NUMBER

138-10-4

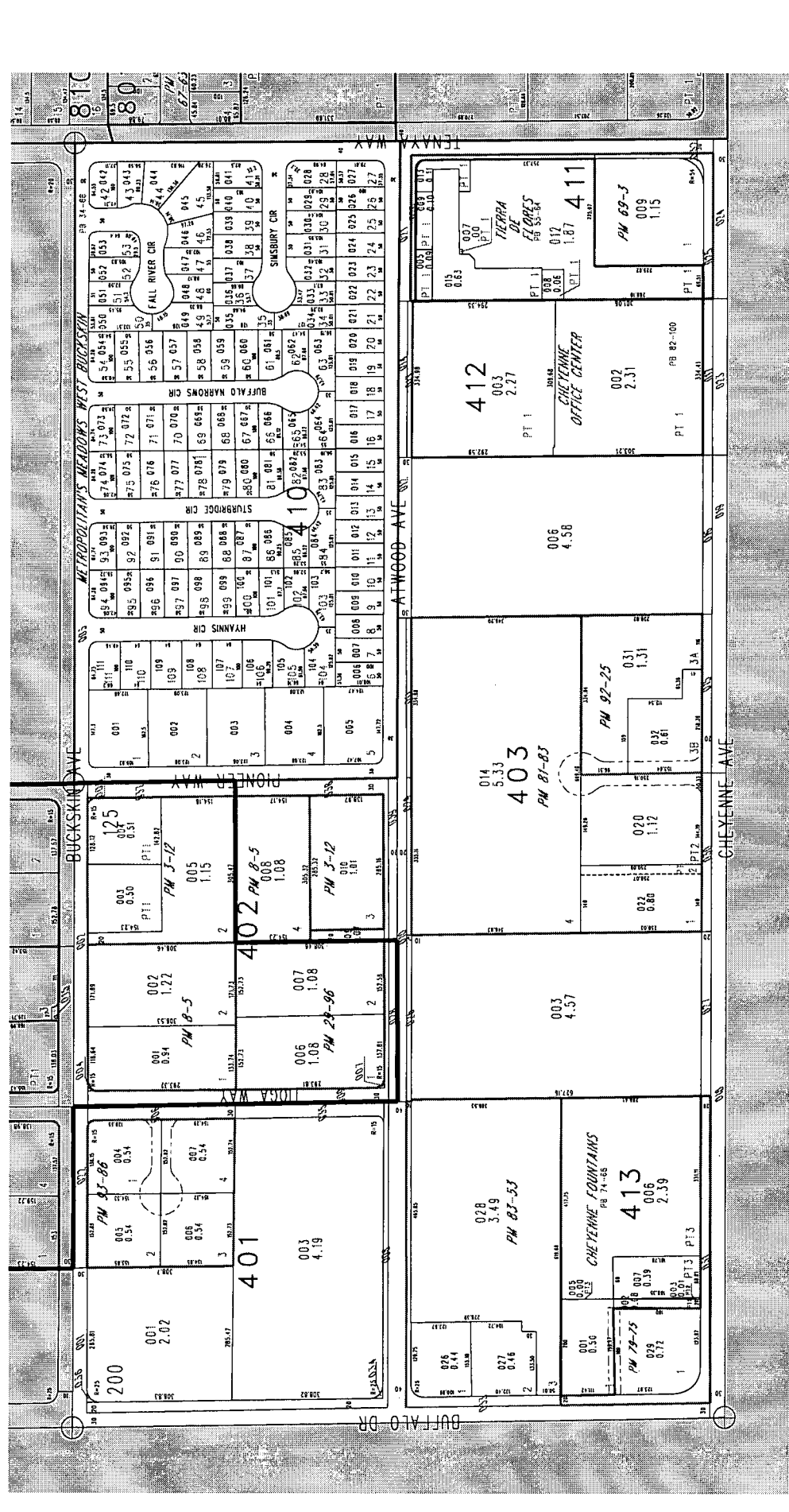
S 2 SW 4

10

T20S R60E

Scale: 1"=200'

Rev: 02/23/06



TAX DIST 125,200

SDR-18340

01/11/07 PC

Deed



Separator Sheet

RESORT HOLDINGS 2, LLC

Business Entity Information			
Status:	Active	File Date:	1/26/2006 9:18:43 AM
Type:	Domestic Limited-Liability Company	Corp Number:	E0070212006-9
Qualifying State:	NV	List of Officers Due:	1/31/2008
Managed By:	Managers	Expiration Date:	

Resident Agent Information			
Name:	ROBERT C. HASMAN	Address 1:	2801 NORTH TENAYA WAY
Address 2:	SUITE C	City:	LAS VEGAS
State:	NV	Zip Code:	89128
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				☐ Include Inactive Officers	
Manager - ROBERT C HASMAN					
Address 1:	2801 N TENAYA WAY	Address 2:	SUITE C		
City:	LAS VEGAS	State:	NV		
Zip Code:	89128	Country:			
Status:	Active	Email:			

SDR-18340
01/11/07 PC

RECEIVED
NOV 28 2006

20060309-0003103

Fee: \$17.00 RPTT: \$6,885.00
N/C Fee: \$25.00

03/09/2006
T20060042279

14:06:04

Requestor:
NEVADA TITLE COMPANY

Frances Deane
Clark County Recorder

KCP
Pgs: 6

A.P.N.: 138-10-412-003
R.P.T.T.: \$6,885.00

Escrow #06-01-1159-KR

Mail tax bill to and
When recorded mail to: RESORT HOLDINGS 2 LLC
c/o Transwestern Investments
2801 N. Tenaya #C
Las Vegas, Nv 89128

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Klaholz Dunn & Schneehagen II, LLC,
a Nevada limited liability company, for a valuable consideration, the receipt of which
is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Resort
Holdings 2 LLC, a Nevada limited liability company, all that real property situated in
the County of Clark, State of Nevada, bounded and described as follows:

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

SUBJECT TO:

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

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

SDR-18340
01/11/07 PC

RECEIVED
NOV 28 2006

IN WITNESS WHEREOF, this instrument has been executed this 8th day of March, 2006.

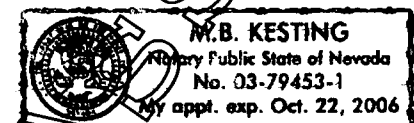
COPY

Klaholz Dunn & Schneehagen II, LLC a
Nevada Limited liability company
By: Klaholz & Dunn Development, LLC a
Nevada Limited liability company

By: [Signature]
Print Name: Kirt A. Klaholz
Title: Managing Member

State of NEVADA }
County of Clark } ss:

This instrument was acknowledged before me on MARCH 8, 2006
by KLAHOLZ & DUNN DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY
of KLAHOLZ DUNN & SCHNEEHAGEN, LLC, A NEVADA LIMITED LIABILITY COMPANY



[Signature]
NOTARY PUBLIC
My Commission Expires: 10-22-2006

EXHIBIT "A"

A PORTION OF LOT ONE (1) OF CHEYENNE OFFICE CENTER (A COMMERCIAL SUBDIVISION) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 82 OF PLATS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 10, SAID POINT ALSO BEING THE INTERSECTION OF CHEYENNE AVENUE (100' ROW) AND TENAYA WAY (80' ROW), THENCE NORTH 89°56'44" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 10, AND THE CENTERLINE OF CHEYENNE AVENUE, 334.32 FEET, THENCE NORTH 00°29'30" WEST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHEYENNE AVENUE (100' ROW) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT TWO (2) OF THAT CERTAIN RECORD OF SURVEY, RECORDED IN FILE 102, PAGE 69 CLARK COUNTY RECORDERS OFFICE CLARK COUNTY, NEVADA, THENCE NORTH 89°56'44" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LOT LINE OF SAID LOT TWO (2), 334.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT TWO (2), THENCE NORTH 00°32'47" WEST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY LOT LINE OF SAID LOT TWO (2), A DISTANCE OF 303.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE (1) OF THE AFOREMENTIONED RECORD OF SURVEY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 00°32'47" WEST, ALONG THE WESTERLY LOT LINE OF SAID LOT ONE (1), 292.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ATWOOD AVENUE (60' ROW), AND THE NORTHERLY LOT LINE OF SAID LOT ONE (1), THENCE SOUTH 89°52'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SAID NORTHERLY LOT LINE, 334.98 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00°29'30" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY LOT LINE ALONG THE EASTERLY LOT LINE OF SAID LOT ONE (1) TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), 294.35 FEET, THENCE ALONG SAID SOUTHERLY LOT LINE THE FOLLOWING THREE (3) COURSES, THENCE NORTH 89°46'34" WEST, 309.58 FEET, THENCE NORTH 00°00'00" EAST, 3.68 FEET, THENCE SOUTH 90°00'00" WEST, 25.04 FEET TO THE POINT OF BEGINNING.

PURSUANT TO THAT CERTAIN RECORD OF SURVEY RECORDED MAY 17, 1999 ON FILE IN FILE 162 OF SURVEYS, PAGE 60, IN BOOK 990517 AS DOCUMENT NO. 01099 AND AMENDED BY THAT CERTAIN AMENDED RECORD OF SURVEY RECORDED JULY 30, 2001, IN BOOK 20010730 AS DOCUMENT NO. 00996, ON FILE IN FILE 117 OF SURVEYS, PAGE 42 AND AMENDED BY THAT CERTIFICATE OF AMENDMENT RECORDED AUGUST 9, 2001 IN BOOK 20010809 AS DOCUMENT NO. 00886, OF OFFICIAL RECORDS.

Cross Access Agreement

Exception No. 16

20010813
00514

138-K-412-0113 9412

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Michael R. Dunn
7312 W. Cheyenne Ave., Suite 1
Las Vegas, Nevada 89135

18

10

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made this 25 day of July, 2001, by and between KLAHOLZ DUNN & SCHNEEHAGEN, L.L.C., a Nevada limited liability company ("KDS1") and KLAHOLZ DUNN & SCHNEEHAGEN II, L.L.C., a Nevada limited liability company ("KDS2").

WITNESSETH:

WHEREAS, KDS1 is the owner of certain real property more fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "KDS1 Property"); and

WHEREAS, KDS2 is the owner of certain real property more fully described in Exhibit "B." attached hereto and incorporated herein by this reference which is located adjacent to the KDS1 Property (the "KDS2 Property"); and

WHEREAS, KDS1 wishes to grant to KDS2, and to the successors, assigns, employees, tenants, subtenants, licensees, concessionaires, agents, representatives, guests and invitees of KDS2, a non-exclusive easement over the KDS1 Property for the purposes described herein; and

WHEREAS, KDS2 wishes to grant to KDS1, and the successors, assigns, employees, tenants, subtenants, licensees, concessionaires, agents, representatives, guests and invitees of KDS1, a non-exclusive easement over the KDS2 Property for the purposes described herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

SDR-18340
01/11/07 PC

RECEIVED
NOV 28 2006

1. **GRANTS OF EASEMENT.** As used in this Agreement, the term "Owner(s)" means an Owner of a Parcel and their respective successors and assigns. The term "Parcel(s)" means the KDS1 Property, the KDS2 Property and any legal lots created by a legal subdivision of the KDS1 Property or the KDS2 Property.

a. KDS1, for itself and its successors and assigns, hereby grants to KDS2, and the successors, assigns, employees, tenants, subtenants, licensees, concessionaires, agents, representatives, guests and invitees of KDS2, non-exclusive easements over and through the KDS1 Property for the following purposes:

A. Subject to the provisions of this Agreement, a non-exclusive easement for ingress, egress, and access by and for vehicular and pedestrian traffic and vehicle parking upon, over and across that portion of the KDS1 Property currently being utilized as roadways or for pedestrian access as depicted on the conceptual site plan attached hereto as Exhibit "C" and by this reference incorporated herein (the "KDS1 Ingress/Egress Easement Area"); and

B. Subject to the provisions of this Agreement, a non-exclusive easement under, through, and across the KDS1 Property for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, public or private fire station systems, water sprinkler system lines, telephone lines, telephone conduits and other telephone equipment, electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems structures, mains sewers, conduits, lines and other public utility instrumentalities shall be installed and maintained below the ground level or surface except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers).

KDS1, for itself and its successors and assigns, reserves all rights in and privileges to the surface, subsurface and air space of the KDS1 Property for any purpose that does not unreasonably interfere with use of the easements granted in this agreement over the KDS1 Property.

b. KDS2, for itself and its successors and assigns, hereby grants to KDS1, and the successors, assigns, employees, tenants, subtenants, licensees, concessionaires, agents, representatives, guests and invitees of KDS1, non-exclusive easements over and through the KDS2 Property for the for the following purposes:

A. Subject to the provisions of this Agreement, a non-exclusive easement for ingress and egress between the KDS1 Property and the KDS2 Property by fire, ambulance and other life safety access to the KDS1 Property over and across that portion of the KDS2 Property on which there currently exists a temporary road for use by solely for fire, ambulance and other life safety access to the KDS1 Property the KDS2 Ingress/Egress Easement Area. At such time as the Owner of the KDS2 Property develops the KDS2 Property, such Owner shall have the right to substitute the existing KDS2 Ingress/ Egress Easement Area with those areas depicted on Exhibit C as internal roadways, provided, however, that at all times, such Owner shall provide

sufficient access for fire, ambulance and other life safety access to the KDS1 Property; and

B. Subject to the provisions of this Agreement, a non-exclusive easement under, through, and across the KDS2 Property for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, public or private fire station systems, water sprinkler system lines, telephone, lines, telephone conduits and other telephone equipment, electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems structures, mains sewers, conduits, lines and other public utility instrumentalities shall be installed and maintained below the ground level or surface except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers).

KDS2, for itself and its successors and assigns, reserves all rights in and privileges to the surface, subsurface and air space of the KDS2 Property for any purpose that does not unreasonably interfere with use of the easements granted in this agreement over the KDS2 Property.

2. COVENANTS.

2.1 CONSTRUCTION.

All construction, removal, replacement or relocation shall be performed in a good and workmanlike manner and in full and strict compliance with all applicable laws, rules and regulations, standards and specifications of all governmental authorities having jurisdiction. Construction shall be completed free and clear of all liens, claims, security interests or encumbrances (hereinafter "Liens") and an Owner shall promptly take any action necessary to release and discharge any such Liens. All construction shall be approved by all appropriate governmental agencies, and all applicable permits and authorizations shall be obtained by an Owner before commencement of construction. Construction shall be completed promptly and with due diligence. An Owner (i) shall submit to the other Owner a construction schedule prior to commencing any such construction for such other Owner's review, and (ii) shall coordinate the scheduling of any construction activities with such other Owner in order to reasonably minimize any inconvenience to such other Owner which may result from such construction. Each Owner shall provide all reasonable precautions for safety and protection of persons and property with respect to a Parcel and keep the Parcel free from waste. Upon completion of any construction, the responsible Owner shall promptly, at its sole cost and expense, restore all property to the condition existing prior to the commencement of such construction activities.

2.2 COMPLIANCE WITH LAWS.

KDS1 and KDS2 shall, at their own cost and expense and to the best of their knowledge, comply with and use commercially reasonable efforts to cause their respective successors, assigns, employees, tenants, subtenants, licensees, concessionaires, agents, representatives, guests and invitees to comply with all federal, state, county and other governmental statutory law, rules, ordinances, acts, judgments, decrees, orders, regulations, permits, licenses, injunctions and

requirements affecting the Easement Areas.

2.3 MAINTENANCE AND REPAIR.

a. KDS1 shall maintain the KDS1 Ingress/Egress Easement Area in good condition and repair, and may temporarily block off portions of such KDS1 Ingress/Egress Easement Area to perform repairs; provided, however, that a portion of the KDS1 Ingress/Egress Easement Area of sufficient width to allow ingress and egress between the KDS1 Property and the KDS2 Property by one passenger size vehicle shall remain accessible at all times.

b. KDS2 shall maintain the KDS2 Ingress/Egress Easement Area in good condition and repair, and may temporarily block off portions of such KDS2 Ingress/Egress Easement Area to perform repairs; provided, however, that a portion of the KDS2 Ingress/Egress Easement Area of sufficient width to allow ingress and egress between the KDS1 Property and the KDS2 Property by one passenger size vehicle shall remain accessible at all times.

2.4 INSURANCE.

a. KDS1 shall, at KDS1's sole cost and expense, maintain comprehensive general liability insurance indemnifying KDS1 and KDS2 against claims for personal injury, death, or property damage occurring on the Easement Areas located on the KDS1 Property. The limits of liability of such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit. All such policies of insurance shall name KDS2 as an additional insured. KDS1's insurance shall be maintained with an insurance company qualified to do business in the state of Nevada and having a current A.M. Best Manual rating of at least B- plus or better. KDS1's insurance policies will contain endorsements stating that the insurance will not be canceled nor will the carrier fail to renew or materially change the policy without first giving KDS2 thirty (30) days written notice.

b. KDS2 shall, at KDS2's sole cost and expense, maintain comprehensive general liability insurance indemnifying KDS2 and KDS1 against claims for personal injury, death, or property damage occurring on the Easement Areas located on the KDS2 Property. The limits of liability of such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit. All such policies of insurance shall name KDS1 as an additional insured. KDS2's insurance shall be maintained with an insurance company qualified to do business in the state of Nevada and having a current A.M. Best Manual rating of at least B-plus or better. KDS2's insurance policies will contain endorsements stating that the insurance will not be canceled nor will the carrier fail to renew or materially change the policy without first giving KDS1 thirty (30) days written notice.

2.5 INDEMNIFICATION.

Each Owner shall indemnify and hold the other Owner harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising

out of or by reason of the use of the easement granted by this Agreement, including, without limitation, any construction, maintenance, operation or repair of improvements thereon.

2.6 MUTUAL RELEASE.

To the extent it is legally possible, each party on behalf of itself and without affecting the coverage provided by any insurance, hereby releases and waives any right to recover against the other party for any liability for (a) damages for injury to or death of persons, (b) any loss or damage to property, (c) any loss or damage to buildings or other improvements or the contents thereof, or (d) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered by insurance actually carried by or on behalf of each party. The provisions of this Section 2.4 are intended to restrict each party (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

2.7 SELF-HELP REMEDIES.

If Owner ("Defaulting Owner") fails to perform any of such Defaulting Owner's restoration, repair and maintenance obligations under this Agreement, in whole or in part, other Owner shall have the right, but not the obligation, upon ten (10) days' written notice to Defaulting Owner, to proceed to take such action as shall be necessary to cure the default, all in the name of Defaulting Owner and for the account of Defaulting Owner; provided, however, in the event of an emergency, such other Owner may take such action to cure the default without notice to Defaulting Owner. If such other Owner expends sums for the performance of any obligations of Defaulting Owner pursuant to such other Owner's exercise of any self-help remedies under this Agreement, Defaulting Owner shall reimburse such other Owner for the cost of that performance plus fifteen percent (15%) within fifteen (15) days after receipt of a statement therefor along with any documentation substantiating the costs incurred by such other Owner reasonably requested by Defaulting Owner. Thereafter, interest shall accrue upon any unpaid amounts at a rate of ten percent (10%) per annum. In addition, such other Owner is hereby granted a lien against the Defaulting Owner's Parcel to secure the payment of all sums due and payable by Defaulting Owner, which lien may be foreclosed by suit, power of sale, or in any other manner permitted by applicable law including power of sale foreclosure. Any lien granted under this Section shall automatically be subordinate to any mortgage or deed of trust or any other security now or hereafter placed on the Parcels and to all renewals, modifications, consolidations, and replacements of such mortgages or deeds of trust.

3. EASEMENT TO RUN WITH LAND.

This Agreement and all of the terms, covenants, conditions and provisions herein, are expressly for the benefit of, and binding upon, KDS1, KDS2 and the respective heirs, successors and assigns, or anyone claiming under them as owners of the KDS1 Property and the KDS2 Property, and shall constitute covenants running with the land for the benefit and binding upon the KDS1 Property and the KDS2 Property.

4. NOTICES.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered, or three (3) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid, addressed to an Owner at the address of the Parcel owned by such Owner.

5. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with internal laws (but not the laws regarding choice of laws) of the State of Nevada.

6. LITIGATION EXPENSES, ATTORNEYS' FEES.

Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages by reason of any breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with the dispute to which such action or proceeding relates.

7. NO PUBLIC BENEFIT OR DEDICATION INTENDED.

This Agreement is not intended and shall not be construed as conferring any benefit on the general public or to any party other than an Owner. The parties hereto do not hereby dedicate or offer for dedication any real property or improvements whatsoever.

8. ENTIRE AGREEMENT AND AMENDMENTS.

This instrument contains the entire agreement between the parties as to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged and recorded with the County Recorder of Clark County, Nevada. In the event any Owner desires to amend or modify this Agreement in connection with a sale or encumbrance of its respective Parcel and such requested amendment or modification does not increase the obligations or burdens of the of any other Owners under this Agreement, such other Owners shall enter into such amendment or modifications to this Agreement as requested.

9. SEPARABILITY.

If any term or provision of this Agreement or the application thereof to any person or

circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

10. HEADINGS.

The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

11. NO WAIVER.

An Owner's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right.

12. REMEDIES CUMULATIVE.

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

13. JOINT AND SEVERAL LIABILITY.

If at any time more than one person or entity is the owner of all or a portion of the Parcels, all such persons and entities shall be jointly and severally liable for the obligations of the respective Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

20010813
C0514

KLAHOLZ DUNN & SCHNEEHAGEN, L.L.C.,
a Nevada limited liability company

By: POINTE NORTH, INC., a
Nevada corporation, its Manager

By: Kirt H. Klaholz
KIRT H. KLAHOLZ, President

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on 7-25, 2001, by Kirt H. Klaholz as President of Point North, Inc., a Nevada corporation, the manager of KLAHOLZ DUNN & SCHNEEHAGEN, L.L.C., a Nevada limited liability company.



NOTARY PUBLIC
CATHERINE C. VELAZQUEZ
STATE OF NEVADA
COUNTY OF CLARK
MY COMMISSION EXPIRES
JUNE 14, 2005

Commission Expires: 6-14-05

LEGAL DESCRIPTION

A PORTION OF LOT ONE (1) OF CHEYENNE OFFICE CENTER (A COMMERCIAL SUBDIVISION) ASA SHOWN BY MAP THEREOF ON FILE IN BOOK 82 OF PLATS, PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SE ¼) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST M.D.B. & M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10, SAID POINT ALSO BEING THE INTERSECTION OF CHEYENNE AVENUE AND TENAYA WAY, THENCE NORTH 89 56' 44" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, 334.32 FEET, THENCE NORTH 00 29' 30" WEST, DEPARTING SAID SOUTH LINE 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID CHEYENNE AVENUE (100' ROW) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT TWO (2) OF THAT CERTAIN RECORD OF SURVEY RECORDED IN FILE 102, PAGE 69, CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, THENCE NORTH 89 56' 44" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE SOUTHERLY LOT LINE OF LOT TWO (2), 334.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT TWO (2), THENCE NORTH 00 32' 47" WEST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY LOT LINE OF SAID LOT TWO (2), A DISTANCE OF 303.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE (1) OF THE AFOREMENTIONED RECORD OF SURVEY, SAID POINT ALSO BEING THE POINT OF BEGINNING,

THENCE NORTH 00 32' 47" WEST ALONG THE WESTERLY LOT LINE OF SAID LOT ONE (1), 292.59 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ATWOOD AVENUE (60' ROW), AND THE NORTHERLY LOT LINE OF SAID LOT ONE (1), THENCE SOUTH 89 52' 44" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AND SAID NORTHERLY LOT LINE, 334.98 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00 29' 30" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND SAID NORTHERLY LOT LINE ALONG THE EASTERLY LOT LINE OF SAID LOT ONE (1) TO THE SOUTHEAST CORNER OF SAID LOT ONE (1), 294.35 FEET, THENCE ALONG SAID SOUTHERLY LOT LINE THE FOLLOWING THREE COURSES, THENCE NORTH 89 46' 24" WEST, 309.58 FEET, THENCE NORTH 00 00' 00" EAST, 3.68 FEET, THENCE SOUTH 90 00' 00" WEST, 25.04 FEET TO THE POINT OF BEGINNING.

SDR-18340
01/11/07 PC

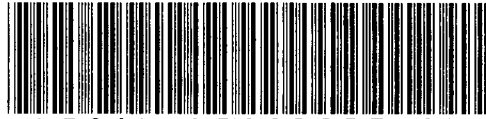
RECEIVED
NOV 28 2006

SOFI



Separator Sheet

Legal Description



LEGAL DESCRIPTION

Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-18340** APN: 138-10-412-003

Name of Property Owner: Resort Holdings 2 LLC

Name of Applicant: American Child Care Properties LLC

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: _____

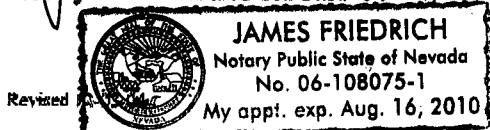
Print Name: _____

ROBERT HASMAN

Subscribed and sworn before me

This 12 day of OCTOBER, 2006

James Friedrich
Notary Public in and for said County and State

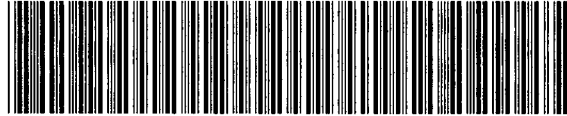


f:\Depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED

NOV 28 2006

Justification Letter



JUSTIFICATION LETTER

Separator Sheet

Application



A P P L I C A T I O N

Separator Sheet

RE: Justification Letter - APN 138-10-412-003

The applicant, American Child Care Properties LLC, is requesting a Site Development Plan Review to develop a 12,850 square foot child care center in a C-1 zoning district on a 2.27 acre parcel within the Cheyenne Office Center lying North of Cheyenne Avenue and West of Tenaya Way. Access to the site is from Cheyenne Avenue by way of joint access with the existing office center fronting Cheyenne Avenue to the South. There is no access to Atwood Avenue to the North. A future office building is also contemplated adjacent to the West side of the child care center but is not a part of this application. A traffic study or mitigation will be complied with as required.

The building is proposed to be single-story at a height of 17' 2" to the top of the parapet and 22' 2" to the top of the decorative entryway on the East side of the building facing the main parking area. The building will be Dryvit EIFS system with a sand finish with all colors for painted and integral color finishes to be natural tones with desert accents. The portion of the roof that are pitched will be concrete flat tile. All rooftop mechanical equipment located in the flat roofed areas will be screened from view by the parapet wall. The building will have fire sprinklers installed throughout. The maximum capacity for the child care center is 168 children and 18 staff members requiring a minimum of 35 parking spaces per code. The site will contain 108 total parking spaces with 35+ spaces located on the East side of the child care center's entrance. One loading zone is proposed for the child care center as minimal deliveries are expected due to the nature of the child care facility. There is no 'drop-off or pick-up' since parents must escort the children into the center and sign them in. In addition, there will be van transportation provided for before and after school programs. The child care center will operate Monday thru Friday from 6:00 a.m. to 6:30 p.m.. The center is not open on weekends.

A waiver for a reduction of the perimeter landscape buffer width required by Section 19.12.040 from 8' to 5' along the East property line is also requested. This site is a part of an existing commercial subdivision. The office center adjacent to the South has existing 5' wide landscape buffers adjacent to the East property line. The applicant is requesting to match that existing 5' buffer. If an 8' buffer were installed a 3' 'jog' in the parking aisles and stalls would occur on this rear property. In addition, the rear of an existing shopping center is adjacent to the East adjacent to the buffer area and there will be minimal impact with a 3' reduction in the planter depth.

The proposed child care center is a needed asset to the community. It will serve a public purpose allowing for a professional child care facility to serve the residential uses in this growing area of the community. The site has sufficient public safety, transportation and utility facilities and services available to serve the subject property while maintaining sufficient levels of service to existing developments. Through adequate setbacks, landscape buffers, and site design, this development will serve to mediate any noise, traffic, and visual impacts to an acceptable level.

SINCERELY



John Vornsand, AICP

SDR-18340
01/11/07 PC

RECEIVED
NOV 28 2006

Application



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: CHILD DAY CARE CENTER
 Project Address (Location) 300' NORTH OF CHEYENNE AVE/300' WEST OF TENAYA WAY
 Project Name TUTOR TIME CHILD CARE CENTER Proposed Use Child Care Center
 Assessor's Parcel #(s) 138-10-412-003 Ward # 4
 General Plan: existing _____ proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 2.27 net ac Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER Resort Holdings 2 LLC

Contact Robert Hasman

Address 2801 N. Tenaya #C

Phone: 702 851 9000 Fax: _____

City Las Vegas

State NV Zip 89128

APPLICANT American Child Care Properties LLC

Contact Rick Poff

Address 8975 S. Pecos Road

Phone: 837-1337 Fax: 837-1751

City Henderson

State NV Zip 89074

REPRESENTATIVE John Vomsand, AICP

Contact John Vomsand

Address 2564 Wigwam Pkwy #308

Phone: 896-2932 Fax: 896-2932

City Henderson

State NV Zip 89074

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 ROBERT HASMAN

Subscribed and sworn before me

This 12 day of OCTOBER, 2006.

James Friedrich

Notary Public in and for said County and State
JAMES FRIEDRICH
 Notary Public State of Nevada
 No. 06-108075-1
 My appt. exp. Aug. 16, 2010

FOR DEPARTMENT USE ONLY

Case #	<u>18340-SDR</u>
Meeting Date:	<u>11/11/07</u>
Total Fee:	<u>800.00</u>
Date Received:	<u>11/28/06</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

Report Date 11/28/2006 04:22 PM

Submitted By

Page 1

A/P # 18340 SITE DEVELOPMENT PLAN REVIEW

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	11/28/2006 12:47	983967	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

SDR-18340 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING -
APPLICANT: AMERICAN CHILD CARE PROPERTIES LLC - OWNER: RESORT HOLDINGS 2 LLC - Request for a Site Development Plan Review FOR A PROPOSED 12,768 SQUARE FOOT CHILD CARE CENTER AND A WAIVER FOR A THREE FOOT REDUCTION OF THE PERIMETER LANDSCAPE BUFFER WIDTH ALONG THE EAST PROPERTY LINE on 2.27 approximately 300 feet west of the southwest corner of Atwood Avenue and Tenaya Way (APN 138-10-412-003), C-1 (Limited Commercial) Zone, Ward 4 (Brown).

Parent A/P #

Project #	18340	Project/Phase Name	TUTOR TIME CHILD CARE CENTER	Phase #	
Size/Area	2.27 ACRE	Size Description		Subdivision Code	
Proposed Start		Proposed Stop		% Completed	0.00
% Complete Formula					

Property/Site Information

Parcel 13810412003

Location

Owner/Tenant

Contact ID	AC1156897	Name	RESORT HOLDINGS 2 L L C	Organization	% TRANSWESTERN INVESTMENTS
Mailing Address	2801 N TENAYA #C			State/Province	NV
City	LAS VEGAS			Country	☐ Foreign
ZIP/PC	89128-1400			Evening Phone	
Day Phone	(702)851-9000 x103			Mobile #	
Fax					

Linked Addresses

No Addresses are linked to this Application

A/P Linked Addresses

No Addresses are linked to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13810412003

Applicants/Contacts

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SDR Application****Report Date** 11/28/2006 04:22 PM**Submitted By**

Page 2

Applicants/Contacts

Primary	N	Capacity	OWNER	Contact ID	AC1156897 ☐ Foreign
Effective		Expire			
Name	RESORT HOLDINGS 2 L L C				
Day Phone	(702)851-9000 x103	Eve Phone		Organization	% TRANSWESTERN INVESTMENTS
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	2801 N TENAYA #C LAS VEGAS, NV 89128-1400				
Seasonal Addr					

Valid From **To**
Comments

Robert Hasman -

Primary	N	Capacity	APPL	Contact ID	AC1178997 ☐ Foreign
Effective		Expire			
Name	AMERICAN CHILD CARE PPTYS L L C				
Day Phone	(702)837-1337 x	Eve Phone		Organization	% R POFF
Pager		PIN #		Position	
Fax	(702)837-1751	Mobile		Profession	
E-Mail					
Address	8975 SOUTH PECOS ROAD HENDERSON, NV 89074				
Seasonal Addr					

Valid From **To**
Comments

Rick Poff - 837.1337

Primary	Y	Capacity	OTHER	Other	REP	Contact ID	AC573315 ☐ Foreign
Effective		Expire					
Name	AICP JOHN VORNSAND						
Day Phone	(702)896-2932 x	Eve Phone		Organization			
Pager		PIN #		Position			
Fax	(702)896-2932	Mobile		Profession			
E-Mail							
Address	2564 WIGWAM PKY #308 HENDERSON, NV 89074						
Seasonal Addr							

Valid From **To**
Comments

John Vornsand - 896.2932

Contractors

No Contractors

Check Conditions

Condition	Approval	Approved By	Approved Date	Applied By	Applied Date	Assigned
Supervisor Required		Comments				

No Conditions

Report Date 11/28/2006 04:22 PM

Submitted By

Page 3

SITE PLAN REVIEW

N DINA Required? N Project of Regional Significance? Final City Council letter received
N Parent Project link required? Annotated minutes recieved
Y Will this go to the City Council? Is there a condition of approval for a Required Review?
Hearing Type If yes, when does it need to be reviewed?
Public, Non-Public, AdminPUBUC

Meeting Information

Meeting Info Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By Modified Date	YES Votes	NO Votes	ABSTENTIONS
01/11/2007	PC	SCHEDULED			
RSUMMERFIELD	11/28/2006		0	0	0

Template Type	A/P #	A/P Type	Status	Stage
---------------	-------	----------	--------	-------

No children exist for this project

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT	CK NAME,# WHO PICKED UP PERMIT	983657	11/28/2006 12:54		0.00
	American Child Care Properties ck 1037 / Rick Toff / 513-8481				

Project Checklist



Separator Sheet

Pre-Application Conference		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST		Additional Notes
Item Required				
YES	NO			

APPLICATION			
☒	☐	Signed and notarized by <i>all</i> property owners or authorized agent(s)	WAIVER FOR LANDSCAPE IF NOT 8 FEET ON E & W PL.
☒	☐	Grant deed and legal description	
☒	☐	<i>Detailed</i> justification letter	
☒	☐	Reduced 8.5" x 11" copy of <i>all</i> plans and elevations	
☒	☐	Full size, rolled, color copy of <i>all</i> plans and elevations	
☒	☐	Correct fee(s): \$ <u>500</u> \$ <u>300</u> \$ _____ Total = \$ <u>800</u>	
☒	☐	Statement of Financial Interest	
☐	☒	Development Impact Notice and Assessment (DINA)	
☐	☒	Project of Regional Significance	
SITE PLAN			
			Folded Plans: <u>19</u> Rolled/Colored Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size	8 1/2 x 11
☒	☐	North arrow, scale, and vicinity map	
☒	☐	<i>All</i> property lines and present dimensions labeled	
☒	☐	<i>All</i> building setbacks labeled	
☒	☐	<i>All</i> adjacent existing land uses and street names labeled	
☒	☐	<i>All</i> points of ingress and egress shown	
☒	☐	ADA accessibility requirements shown/labeled	
☒	☐	Parking standard(s) utilized: _____	
☒	☐	Parking space count and typical dimensions labeled #regular #compact #handicap Total	
☒	☐	<i>All</i> free-standing sign locations shown and heights and sizes noted	
LANDSCAPE PLAN			
			Folded Plans: <u>3</u> Rolled/Colored Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size	8 1/2 x 11
☒	☐	North arrow, scale, and vicinity map	
☒	☐	<i>All</i> property lines and present dimensions labeled	
☒	☐	<i>All</i> required perimeter landscape planters shown	
☒	☐	<i>All</i> required parking lot fingers/islands shown	
☒	☐	Quantity, size, species/variety of <i>all</i> trees, shrubs, and ground cover	
BUILDING ELEVATIONS			
			Folded Plans: <u>2</u> Rolled/Colored Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size	8 1/2 x 11
☒	☐	Scale and building dimensions labeled	
☒	☐	North, south, east, and west elevations of <i>all</i> buildings	
☒	☐	<i>All</i> building materials and colors noted	
☒	☐	8" x 10" photo of original color and material board	
☒	☐	<i>All</i> wall sign locations shown and sizes noted	
FLOOR PLANS			
			Folded Plans: <u>1</u> Rolled Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size	8 1/2 x 11
☒	☐	Scale and building dimensions labeled	
☒	☐	<i>All</i> building entrances/exits shown	
☒	☐	Use of <i>all</i> rooms noted/labeled	

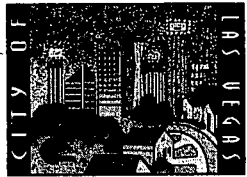
THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

RECEIVED
NOV 26 2006

Applicant: AMERICAN CHILD CARE PROPERTIES Application Type: SDR

APN: 138-10-412-003 Location: CHAYENNE & TENAYA

Planner: John Rodas Pre-App Meeting Date: 11/14/2006 Earliest PC Date: 1/15/2007



☒ Meeting

☐ Telephone

☐ Conversation Record

Page _____ of _____
Date 11 / 14 / 2006
Time 10 : 00 ☒ am ☐ pm

Project Name TECH PARK SITE CHILD CARE

Conversation between CLV Representative(s): _____
and, _____

Name

Company/Department

Phone

FAX

John Vernsanel

☐ see Meeting Attendance Sheet

- Comments:
- Crossaccess from PW req.
 - Updated or new drainage study.
 - ADA for reuse stalls.
 - Sprinkle the block.
 - Need to make sure of ADA connectivity to sidewalks.
 - Parking lot trees.
 - Energy codes need to be on plans, 2006 IBC.
 - Check for traffic study to ensure it was included on original traffic study.
 - Landscape waiver required if not 8 feet.

RECEIVED

NOV 28 2006

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-18340 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT:
AMERICAN CHILD CARE PROPERTIES LLC - OWNER: RESORT HOLDINGS 2 LLC - Request for a Site Development Plan Review FOR A PROPOSED 12,768 SQUARE FOOT CHILD CARE CENTER AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH TO ALLOW A FIVE FOOT WIDE BUFFER WHERE EIGHT FEET IS THE MINIMUM WIDTH REQUIRED ALONG THE EAST PROPERTY LINE on 2.27 acres on the south side of Atwood Avenue, approximately 300 feet west of Tenaya Way (APN 138-10-412-003), C-1 (Limited Commercial) Zone, Ward 4 (Brown).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

PLANNING COMMISSION: JANUARY 11, 2007

CITY COUNCIL: FEBRUARY 7, 2007

CASE PLANNER: JOHN KORKOSZ



PUBLIC HEARING

Comments Due: **DECEMBER 13, 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



R O U T E F O R M

Separator Sheet

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM REQUEST FOR COMMENT

FROM: PLANNING AND DEVELOPMENT

SDR-18340

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 RONEBUS
*PARKS & OPEN SPACES (DPW)	JOHN BLACK	2900 RONEBUS
*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>**

Public Hearing Notice



PUBLIC HEARING NOTICE

Separator Sheet

NOTICE OF PUBLIC HEARING

SITE DEVELOPMENT PLAN REVIEW

MEETING: PLANNING COMMISSION
DATE: JANUARY 11, 2007
TIME: 6:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

SDR-18340

APPLICANT: AMERICAN CHILD CARE PROPERTIES LLC - OWNER: RESORT HOLDINGS 2 LLC - REQUEST FOR A SITE DEVELOPMENT PLAN REVIEW FOR A PROPOSED 12,768 SQUARE FOOT CHILD CARE CENTER AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH TO ALLOW A FIVE FOOT WIDE BUFFER WHERE EIGHT FEET IS THE MINIMUM WIDTH REQUIRED ALONG THE EAST PROPERTY LINE ON 2.27 ACRES ON THE SOUTH SIDE OF ATWOOD AVENUE, APPROXIMATELY 300 FEET WEST OF TENAYA WAY (APN 138-10-412-003), C-1 (LIMITED COMMERCIAL) ZONE, WARD 4 (BROWN).

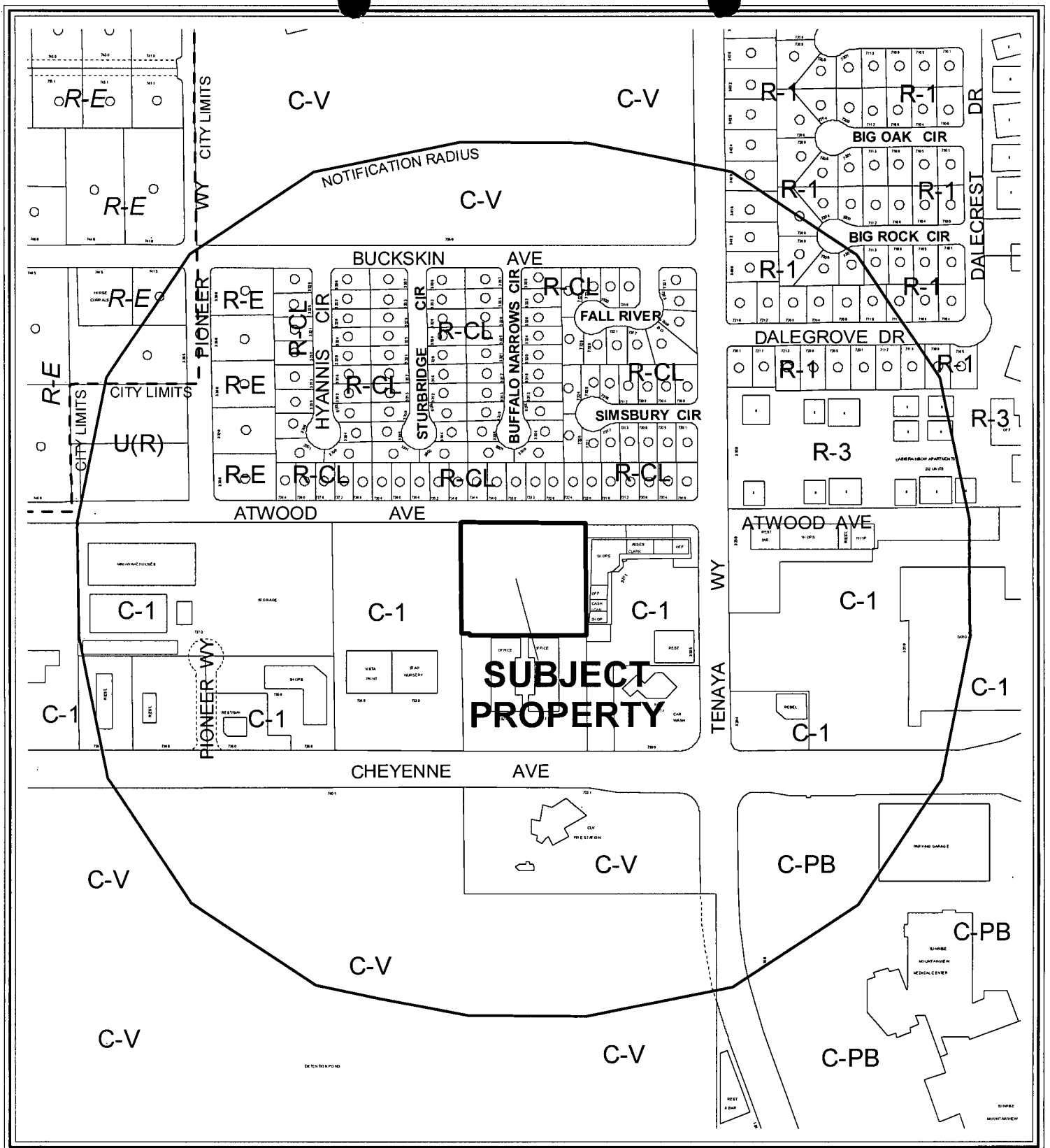
THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF ($S\frac{1}{2}$) OF THE SOUTHWEST QUARTER ($SW\frac{1}{4}$) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

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>.



JOHN KORKOSZ, PLANNING SUPERVISOR
PLANNING AND DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

SEE LOCATION MAP ON REVERSE SIDE



CASE: **SDR-18340**

RADIUS: 1000 FT

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

Neighborhood Services List



Separator Sheet

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: January 11, 2007

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-18340

Cimarron Gowan Community Association

Desert Shores Community Association

Mountain Shadows HOA

Northshore Reflections HOA

Sterling Springs HOA

Woodcrest Village HOA

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 29, 2006

Mr. Robert Hasman
Resort Holdings 2, LLC
2801 North Tenaya #C
Las Vegas, Nevada 89128

RE: SDR-18340 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Hasman:

Please be advised the City Planning Commission at its regular meeting on **January 11, 2007** 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,

John Korkosz, Planning Supervisor
Planning and Development Department
Current Planning Division

JK:dm

cc: Mr. Rick Poff
American Child Care Properties, LLC
8975 South Pecos Road
Henderson, Nevada 89074

Mr. John Vornsand
John Vornsand, AICP
2564 Wigwam Parkway, Suite 308
Henderson, Nevada 89074

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



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

January 12, 2007

Mr. Robert Hasman
Resort Holdings 2, LLC
2801 North Tenaya #C
Las Vegas, Nevada 89128

RE: SDR-18340 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Hasman:

Your request for a Site Development Plan Review FOR A PROPOSED 12,768 SQUARE FOOT CHILD CARE CENTER AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH TO ALLOW A FIVE FOOT WIDE BUFFER WHERE EIGHT FEET IS THE MINIMUM WIDTH REQUIRED ALONG THE EAST PROPERTY LINE on 2.27 acres on the south side of Atwood Avenue, approximately 300 feet west of Tenaya Way (APN 138-10-412-003), C-1 (Limited Commercial) Zone, Ward 4 (Brown), was considered by the Planning Commission on January 11, 2007.

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

Planning and Development

1. Conformance to the conditions for Rezoning (ZON-15-97) is required.
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/landscape plan date stamped 12/15/06, and building elevations date stamped 11/28/06 except as amended by conditions herein.
4. A Waiver from Title 19.12 is hereby approved, to allow a five-foot landscape buffer along the east property line.
5. 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.

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



6. Revised landscape plans shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a building permit to reflect provide an additional two trees on the north, east, and west property lines
7. 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.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. 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.
11. 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.
12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
13. The office building on the adjacent pad site will require an additional Site Development Plan Review.

Public Works

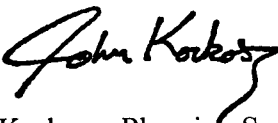
14. Remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

Mr. Robert Hasman
SDR-18340 - Page Three
January 12, 2007

15. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.
16. Site development to comply with all applicable conditions of approval for the Cheyenne Office Center Commercial Subdivision and all other applicable site-related actions.

This action by the Planning Commission on *January 11, 2007* 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 *January 12, 2007*.

Sincerely,

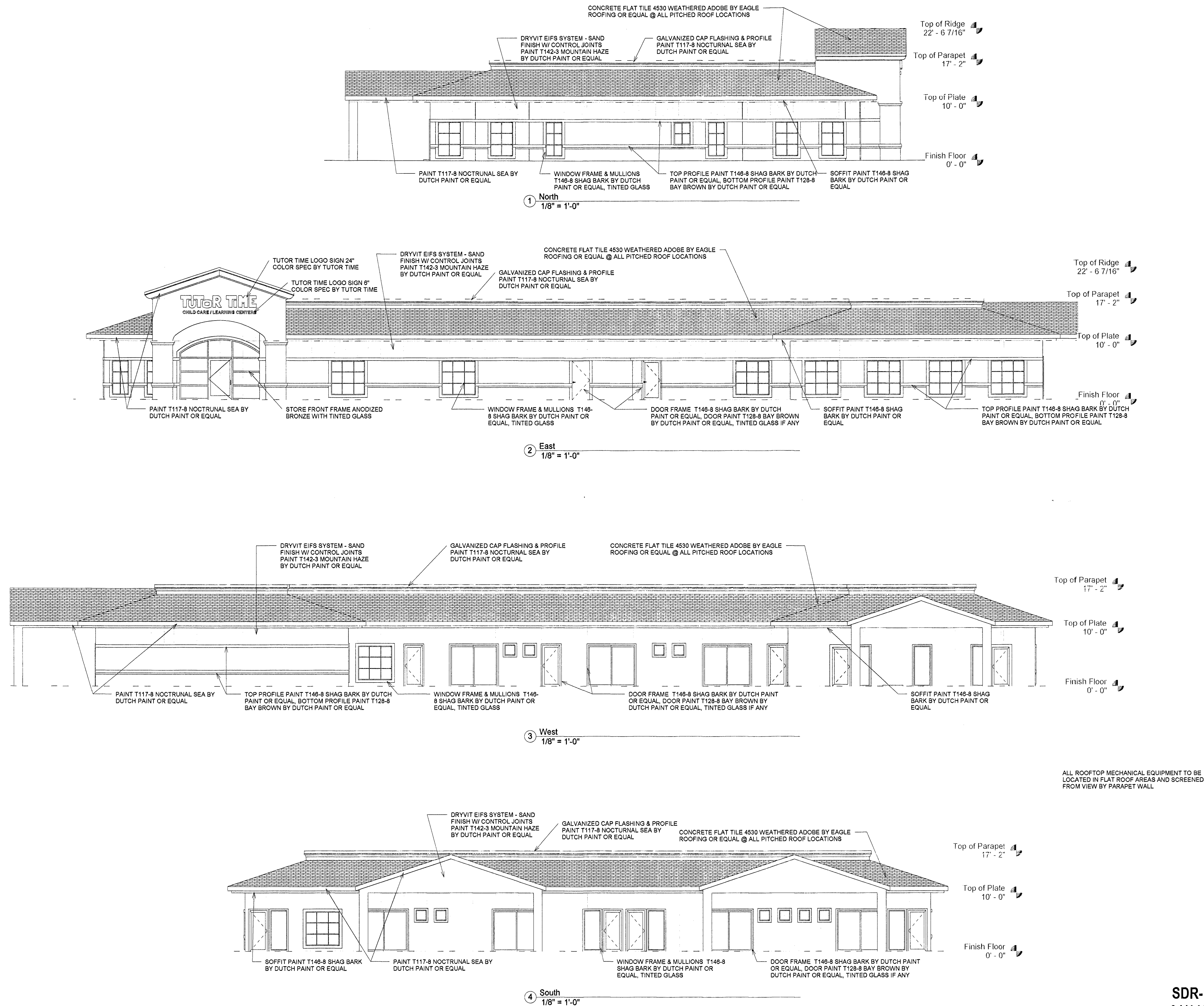


John Korkosz, Planning Supervisor
Planning and Development Department
Current Planning Division

JK:dm

cc: Mr. Rick Poff
American Child Care Properties, LLC
8975 South Pecos Road
Henderson, Nevada 89074

Mr. John Vornsand
John Vornsand, AICP
2564 Wigwam Parkway, Suite 308
Henderson, Nevada 89074



SDR-18340
01/11/07 PC

Project: Tech Park Site

Location: Attwood / Tenaya

Owner/Agent American Child Care Properties

Sheet Title: Proposed Elevations

8A
Tel #:(702) 837-1337
Fax #:(702) 837-1751



8975 South Peccos
Henderson, Nevada 89074

REVISION

DRAWN BY
NGC

APPROVED BY
KK

DATE
10/29/06

PROJECT NUMBER
439A2006

SCALE
1/8" = 1'-0"

SHEET NUMBER

A-3
RECEIVED

NOV 26 2006



APPROVED
CITY COUNCIL DATE: 1/4
PLANNING COMMISSION DATE: 01/11/07
BY: John Kato
PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

[illegible]

DRAWN BY NGC
APPROVED BY KK
DATE 10/29/06
PROJECT NUMBER 439A2006
SCALE 1/8" = 1'-0"

SHEET NUMBER
A-3C
RECEIVED
NOV 26 2000

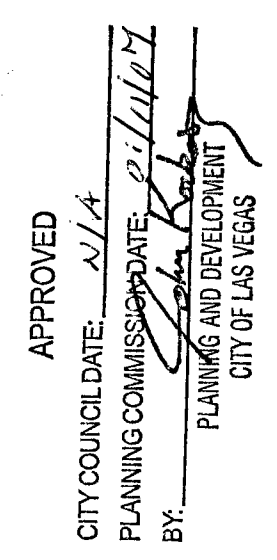
Project: **Tech Park Site**
Location: **Attwood / Tenaya**
Owner/Agent: **American Child Care Properties**
Sheet Title: **Proposed Color Elevations**

8A
Tel. # (702) 837-1337
Fax # (702) 837-1751

AMERICAN
CHILD CARE PROPERTIES



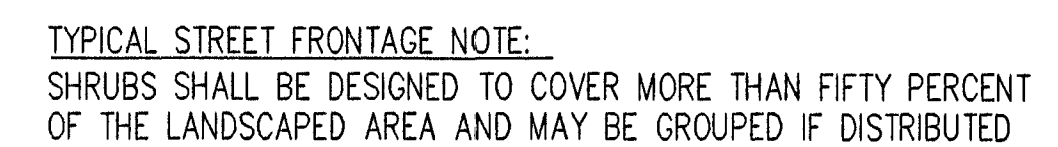
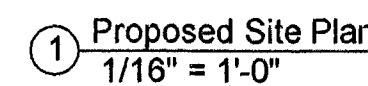
8975 South Pecos
Henderson, Nevada 89074



Center Licensed Capacity						
Name	Area	Age	Group Size	Staff	Parking	Play Area
Infants	357 SF	0 - 12mo	8	2	2.8	300
Toddlers	397 SF	12 - 24mo	10	2	3.0	375
Twaddlers	514 SF	24 - 36mo	14	2	3.4	525
Twaddlers	514 SF	24 - 36mo	14	2	3.4	525
Pre School 1	807 SF	3 - 4yr	22	2	4.2	825
Pre School 2	801 SF	3 - 4yr	22	2	4.2	825
Pre School 3	879 SF	4 - 5yr	24	2	4.4	900
Pre School 4	879 SF	4 - 5yr	24	2	4.4	900
Adventure Club	1160 SF	School Age	30	2	5.0	1125
			168	18	34.8	6300

NOV 28 2006

SPK-18340 F PCO; 11/67 APPROVA F.A.



TOTAL PROVIDED - 108 SPACES
5 ACCESSIBLE SPACES
3 LOADING ZONE

TRASH ENCLOSURE
2 PROVIDED

A-1