

City Council Proof of Publication



Separator Sheet

Las Vegas, Nevada

FEBRUARY 5, 2007

TO: LAS VEGAS REVIEW JOURNAL

FROM: CITY CLERK

SUBJECT: PUBLICATION OF NOTICE OF PUBLIC HEARINGS – VARIANCES:
VAR-17253, VAR-18669, VAR-18673, VAR-18674, VAR-18820 and VAR-18908

Please publish the attached LEGAL NOTICE

ON THE FOLLOWING DATE: FRIDAY, FEBRUARY 9, 2007 (One time)

Send me three copies of the Affidavit of Publication at your earliest convenience [no later than seven (7) days following final publication].

ASSISTANT DEPUTY CITY CLERK

cc: Finance Department – Accounts Payable
City Attorney – (on Ordinances)
Planning and Development Department
Front Desk

NOTICE OF PUBLIC HEARINGS
FEBRUARY 21, 2007

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, FEBRUARY 21, 2007 at the hour of 1:00 P.M. in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following Variances:

VAR-17253 - APPLICANT/OWNER: TOUSA HOMES, INC.S - Request for a Site Development Plan Review FOR A PROPOSED SIX-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 3.58 acres at the northwest corner of Jones Boulevard and Jo Marcy Drive (APNs 125-14-504-006 through 008), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross), LEGALLY DESCRIBED AS BEING A PORTION OF NORTH HALF (N½) OF the NORTHEAST QUARTER (NE¼) OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

VAR-18669 - APPLICANT/OWNER: TODD MORIN - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross), LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

VAR-18673 - APPLICANT/OWNER: ANA BELTRAN - Request for a Variance TO ALLOW SETBACKS OF FIVE FEET IN THE FRONT AND REAR YARD AREAS WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED; A DISTANCE BETWEEN BUILDINGS OF 5.5 FEET WHERE 10 FEET IS THE MINIMUM DISTANCE BETWEEN BUILDINGS REQUIRED; AND A RESIDENTIAL ADJACENCY SETBACK OF 33 FEET ON THE WEST SIDE OF THE PROPERTY WHERE 66 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED 12-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

VAR-18674 - APPLICANT/OWNER: ANA BELTRAN - Request for a Variance TO ALLOW 18 PARKING SPACES WHERE 23 ARE THE MINIMUM NUMBER OF SPACES REQUIRED FOR A PROPOSED 12-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

VAR-18820 - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Variance TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown), LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

VAR-18908 - APPLICANT/OWNER: FFPW MEDICAL DEVELOPMENT, LLC - Request for a Variance TO ALLOW A 33 PERCENT LOT COVERAGE WHERE 30 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED on 5.0 acres at 9040 and 9092 West Cheyenne Avenue (APNs 138-08-401-008 and 009), U (Undeveloped) Zone under Resolution of Intent to O (Office) Zone, Ward 4 (Brown), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall.

BEVERLY BRIDGES, ACTING CITY CLERK

City Council Action Letter



CITY COUNCIL ACTION LETTER

Separator Sheet



February 22, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Mr. Todd Morin
5901 Huff Mountain Avenue
Las Vegas, Nevada 89131

RE: VAR-18669 - VARIANCE
CITY COUNCIL MEETING OF FEBRUARY 21, 2007
RELATED TO SUP-18671

Dear Mr. Morin:

The City Council at a regular meeting held February 21, 2007 APPROVED the request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 22, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-18671) shall be required.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

A handwritten signature in cursive script, reading "Angela Crolli".

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

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

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

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

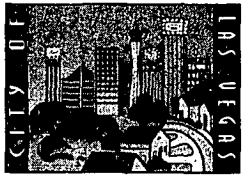
18112-001-06-05
CLV 7009

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 26, 2007

Mr. Todd Morin
5901 Huff Mountain Avenue
Las Vegas, Nevada 89131

RE: VAR-18669 - VARIANCE

Dear Mr. Morin:

Your request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross), was considered by the Planning Commission on January 25, 2007.

The Planning Commission voted to recommend **APPROVAL** of your request, subject to the following:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-18671) shall be required.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

This item will be considered by the City Council on **February 21, 2007**, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

Andy Reed, Senior Planner
Planning and Development Department
Current Planning Division

AR:clb

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



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

January 12, 2007

Mr. Todd Morin
5901 Huff Mountain Avenue
Las Vegas, Nevada 89131

RE: VAR-18669 - VARIANCE

Dear Mr. Morin:

Please be advised the City Planning Commission at its regular meeting on **January 25, 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,

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

DJR:clb

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



Plans (PMT)



Separator Sheet

ZONING R-E (CLARK COUNTY)
LAND USE: VACANT

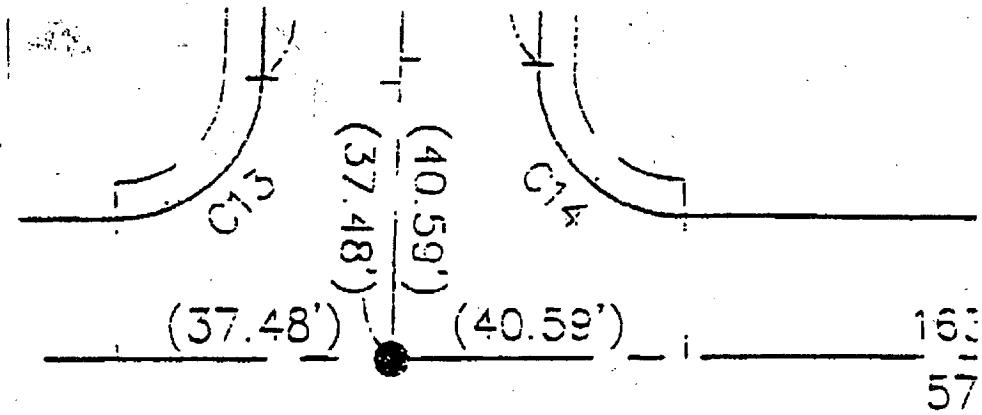


VAR-18669
01/25/07 PC

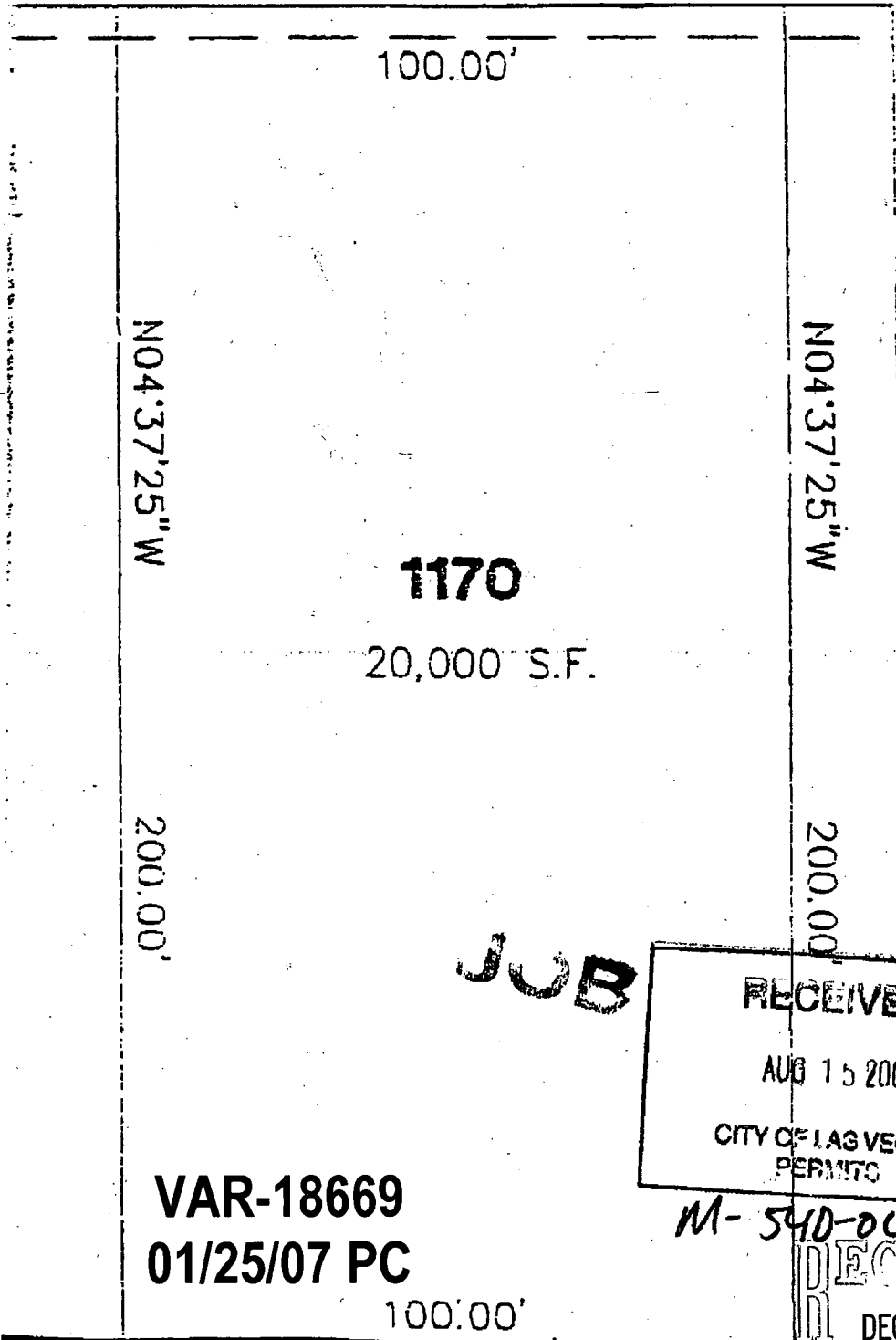
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DEC 12 2006

JOB

M-540-06



HUFF MOUNTAIN AVE



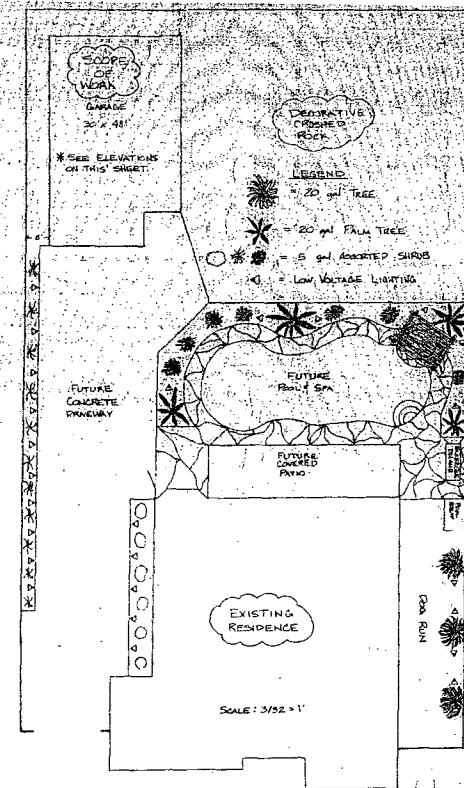
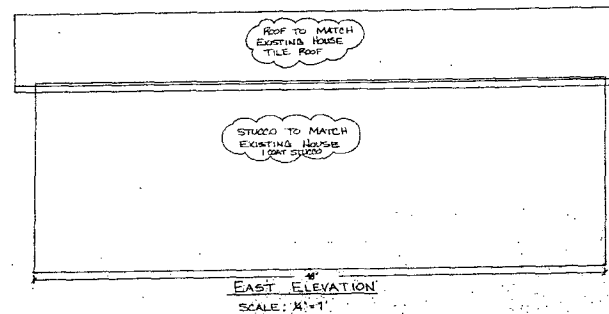
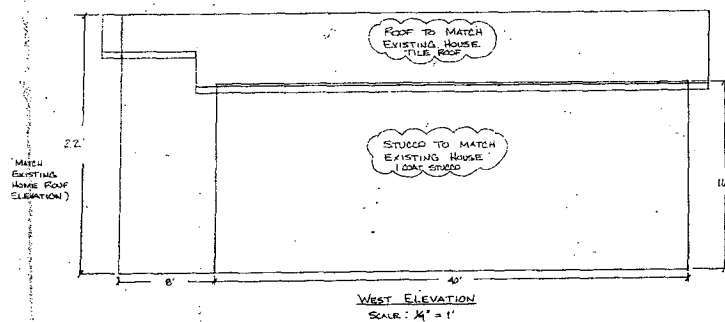
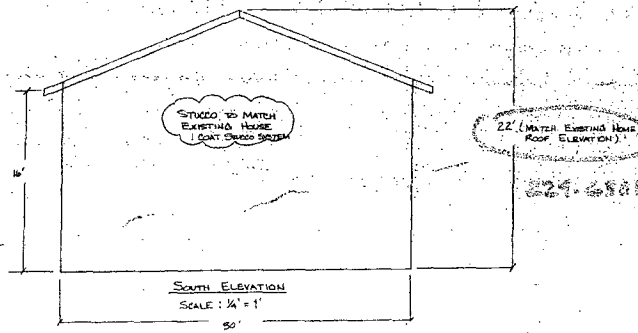
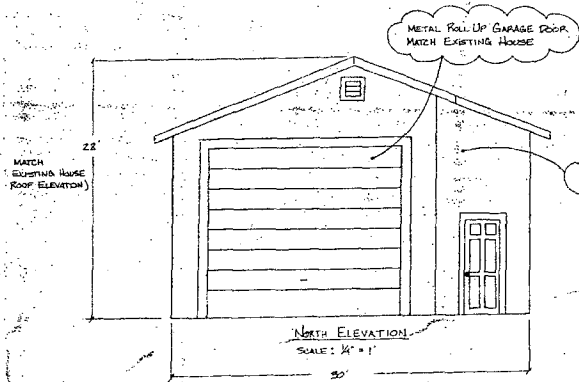
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RECEIVED
AUG 15 2006
CITY OF LAS VEGAS
PERMITS

VAR-18669
01/25/07 PC

M-540-06

RECEIVED
DEC 12 2006



AN ACCESSORY STRUCTURE
MUST BE AESTHETICALLY
COMPATIBLE WITH THE
PRINCIPAL DWELLING UNIT.

APPROVED
City of Las Vegas
City of Las Vegas

PLANS APPROVED
ARCHITECTURAL
DESIGN
DATE: AUG 15 2006

RECEIVED
AUG 15 2006
CITY OF LAS VEGAS
PERMIT

TOPP & JACKIE MORIN
5901 HUFF MOUNTAIN AVE
LAS VEGAS, NV 89131
OWNER/BUILDER

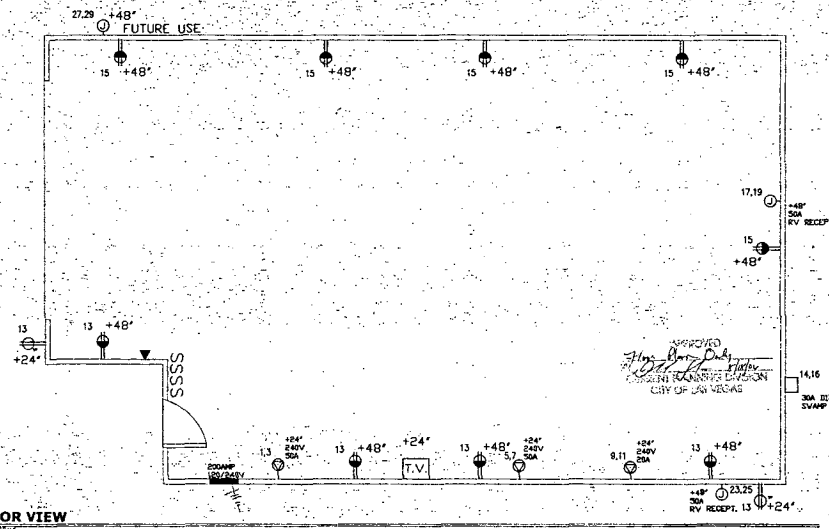
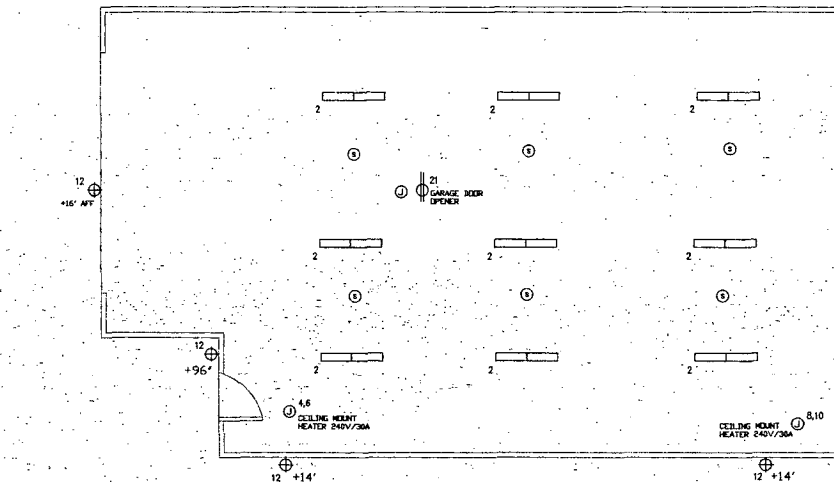
MORIN RESIDENCE
DETACHED GARAGE &
BACK YARD LANDSCAPE/
POOL DESIGN

SHEET NO.
A-01

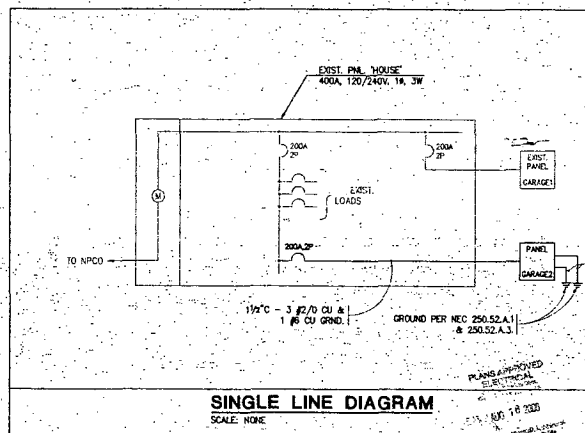
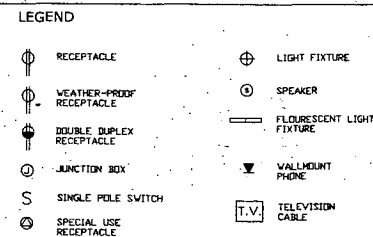
M-540-06

RECEIVED
DEC 12 2006

VAR-18669
01/25/07 PC



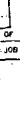
LOAD CALCULATION		
PHIL 'HOUSE'		
EXIST. LOAD	=	34 KVA
NEW LOAD	=	27 KVA
TOTAL	=	61 KVA
		/240V, 3 ϕ = 254 A

[illegible]

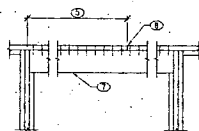
VAR-18669
01/25/07 PC

01/25/07 PC

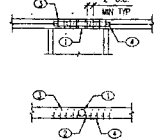
DEC 12 2006

MOORE RESIDENCE DETACHED GARAGE - ELECTRICAL		E-1	
SHEET NO.		JOB NO. #	
			
			
CONSULTING ENGINEERS		CONSULTING ENGINEERS	
3070 WEST 124TH SUITE 100 WEST LAKE, CALIFORNIA 90249 (714) 391-5300 FAX (714) 391-5304		3070 WEST 124TH SUITE 100 WEST LAKE, CALIFORNIA 90249 (714) 391-5300 FAX (714) 391-5304	
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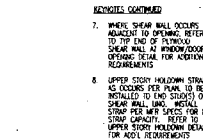
10 STANDARD ABBREVIATIONS
NO SCALE



7 TYPICAL TOP PLATE SPLICE DETAIL
NO SCALE

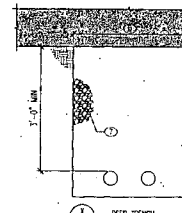


8 TYPICAL HOLE IN DBL TOP PLATE
NO SCALE

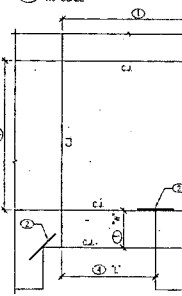


9 FRAMING PLAN SYMBOL LEGEND
NO SCALE

- NOTES
- A. LOCATE SPLICE AWAY FROM SHEAR WALLS. AT LOCATIONS WHERE TOP PLATE CANNOT BE LAP SPLICED, USE SIMPSON MSG128 ON TOP OF TOP-MOST MEMBER, OR CS16 W/ END LENGTH AND FASTENERS PER MFR ON EACH SIDE OF TOP-MOST MEMBER.



5 TYPICAL UTILITY TRENCH AT CONTINUOUS FOOTING
NO SCALE



6 TYPICAL CONTROL JOINT IN CONCRETE SLAB ON GRADE
NO SCALE

- ### REQUIREMENTS
1. BOTTOM OF CONCRETE FOOTING SHALL BE 18" BELOW FINISH GRADE
 2. SLOPE SIDE TO PROVIDE 1:1" OR CLEARANCE AROUND UTILITY PIPE
 3. UTILITY PIPE
 4. LEAN CONCRETE FULL PLACE PRIOR TO FOOTING PLACEMENT FORM SAME WIDTH AS FOOTING
 5. CLEARANCE EQUAL TO SLEEVE DIA. (6" MIN)
 6. 5'-0" MAX WIDTH, WHERE TRENCH WIDTH EXCEEDS 5'-0" NOTIFY STRUCTURAL ENGINEER PRIOR TO PLACEMENT OF FOOTING
 7. BACK FILL AND RECOMPACT TRENCH PER SPECIFICATIONS OF GEOTECHNICAL REPORT
- ### NOTES
1. BOTTOM OF TRENCH PARALLEL TO FOUNDATION SHALL NOT BE CLOSER THAN 1' FROM BOTTOM EDGE OF FOOTING

NOTES

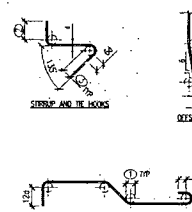
- ### NOTES
1. CL SPACING PER SCHEDULE BELOW
 2. PROVIDE 14" x 4" LONG REIN. ADJACENT TO ALL DISCONTIN. CL LOCATIONS
 3. ALIGN C.J. W/ COLUMN AS OCCURS
 4. AT REINFORCING C.J. THE LENGTH DIMENSION 1" SHALL NOT EX. 15 TIMES THE WIDTH DIMENSION
 5. MINIMUM JOINT DEPTH EQUAL 1/4" SLAB THICKNESS, TYP
 6. 2" x 4" COAT SAPPED KEY
 7. 1/2" MIN. 1" LONG SMOOTH CORNELL AT 24" O.C. MAX. IS TO PREVENT BOND TO CORNER AND CENTER IN SLAB THICKNESS AT POLE JOINT
 8. POLE JOINT
 9. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT

NOTES

- | CONNECTION | WALING |
|---|--|
| JOIST OR TRUSS BORN ON PLATE | (2) 16d |
| BLOCKING TO JOIST | (7) 16d TOLMAN |
| BOTTOM PLATE THROUGH SHEETING
TO JOIST, TRUSS, OR BLOCKING | 16d at 8" O.C. WALK |
| TOP PLATE TO STUD | (1) 16d END NAIL |
| STUD TO BOTTOM PLATE | (2) 16d END OR (2) 16d TOLMAN |
| DOUBLE STUDS | 16d at 24" O.C. WALK FACE-NAIL |
| DOUBLE TOP PLATES | 16d at 16" O.C. FACE-NAILS |
| CILING JOISTS TO PLATT, RAFTERS,
LAP OR PARTITIONS, ETC | (3) 16d TOLMAN OR
FACE-NAILS, AS OCCURS |
| RAFTER, JOIST, OR TRUSS TO TOP PLATE | (1) 16d TOLMAN |
| ORIG TRUSS TO TOP PLATE | (2) 16d TOLMAN AND (1) 2d SA |
| BUILT-UP CORNER STUDS, WHO | 16d at 24" O.C. WALK |

KEYWORDS

- 7 MINIMUM NAILING SCHEDULE



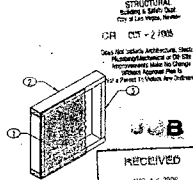
2 STANDARD REBAR BENDING DATA
NO SCALE

- REMARKS**
1. MEN FINISHED BOND DIA FOR A REINFORCING EXCEPT STRIPPLS AND TIES PER THE FOLLOWING:
6" FOR #8 AND SMALLER
6" FOR #9 THRU #11
12" FOR #14 AND #18
 2. 6" FOR #5 AND SMALLER
12" FOR #6 THRU #8
 3. MEN FINISHED BOND DIA FOR STRIPPLS AND TIES ONLY
4" FOR #5 AND SMALLER
6" FOR #6 THRU #8

NOTES

1. SHEAR WALL SHEATHING PER PLAN
2. LOCATION OF BOLTED HOLDOWN PER PLAN
3. BOUNDARY FASTENERS
4. LOCATION OF STRAP HOLDOWN WHEN NOTED ON PLAN
5. HOLDOWN WELDS MAY COVART AS SHEAR WALL EDGE ACTION
6. 1-1/2" MIN FROM TOP OPENING TO PLINTHOLD SHEAR WALL SHEATHING (1-1/2" AT (1/3 ST AT (2, 1, ETC.)
7. WINDOW/DOOR OPENING
8. TRIMMER STUD(S)
9. SHEAR WALL DOUBLE END STUD (FOR POST) PER SCHEDULE FOR PLAN MAY COVART AS LONG ST AS REQD PER PLAN

- 3 TYPICAL END OF PLYWOOD SHEAR WALL AT WINDOW/DOOR OPENING

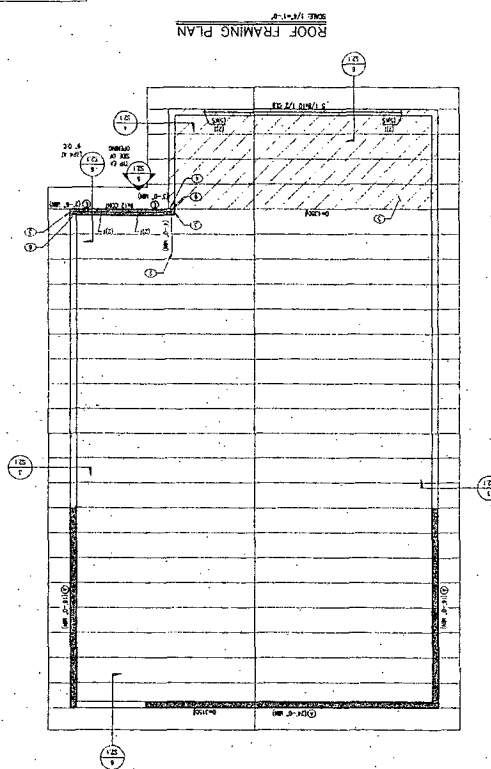
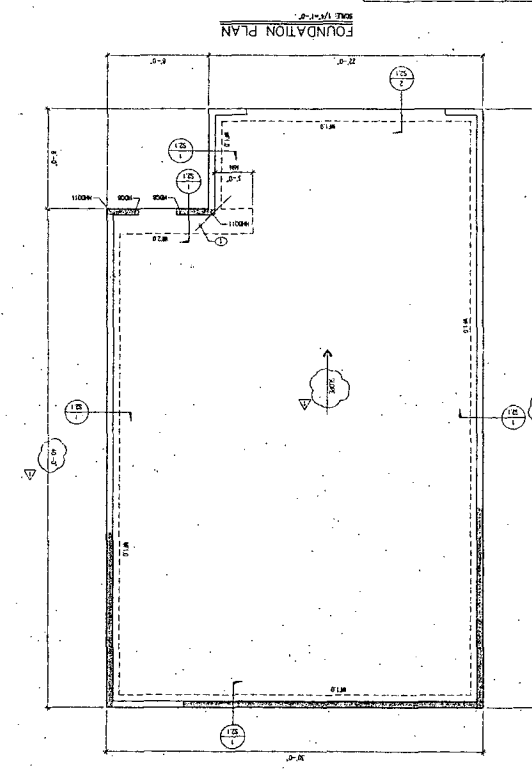
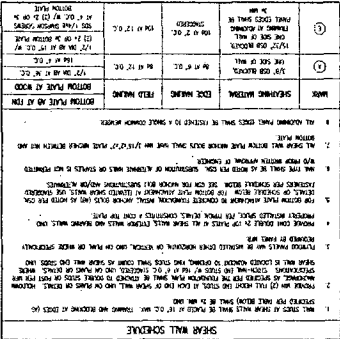


4 TYP SHEAR PANEL BLOCKING
NO SCALE

REC'D
DEC 12 2006

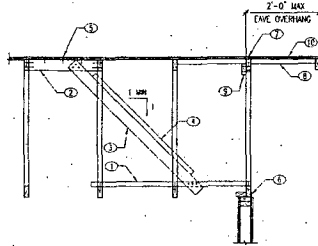
FOUNDATION AND FRAMING PLAN

TANDEM
CORPORATION



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[illegible]



1. WOOD ROOF TRUSS AT NON-BEARING STUD WALL
NO SCALE

NOTES

1. TRUSS BRACE MAY BE INSTALLED IN SECOND TRUSS BUT IN LINE OF FIRST BR. PROVIDE 2\"/>

DETAILS CONTINUED

2. BOUNDARY FASTENERS
3. 2x4 PLAT OUTCROUCHES AT 4'-0\"/>

NOTES

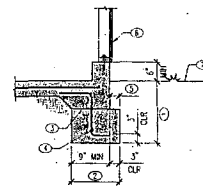
1. TRUSS BRACE MAY BE INSTALLED IN SECOND TRUSS BUT IN LINE OF FIRST BR. PROVIDE 2\"/>

KEYNOTES

1. 2x6 PLAT BLOCK AT 4'-0\"/>

NOTES

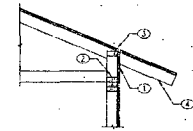
1. WHERE CURB HEIGHT EXCEEDS 4\"/>



2. CURB AT EDGE OF SLAB
NO SCALE

KEYNOTES

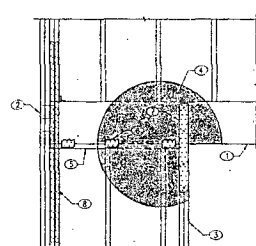
1. SHEAR PANEL BLOCCING PER FORMER DETAIL
2. MIN. (A) 164 PER BLOCK TO TOP PLATE
3. BOUNDARY FASTENERS
4. EXTEND TRUSS TAILS PER MECH. AS REQUIRED



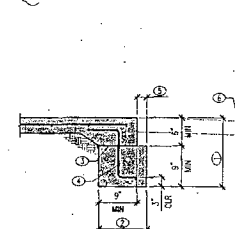
3. HIGH HEeled ROOF TRUSS AT STUD WALL
NO SCALE

KEYNOTES

1. HEADS PER PLAN EXTEND CONT. OVER SHEAR WALL
2. (2) TOPS LINES AT END OF HEADS TOP W/ (3) 164 AND (1) 164 FROM HEEL LINE TO STUD TO HEADS - ATTACH W/ 164 PER PLAN TO 164
3. DISABLE END STUDS AT SHEAR WALL
4. SHEAR WALL SHEATHING PER PLAN EXTEND SHEATHING TO DOUBLE TOP PLATE ABOVE HEADS AND EXTEND FULL LENGTH OF CEILING
5. SINGLE TOP PLATE UNDER HEADS - FASTEN TO HEADS W/ 164 AT 8\"/>



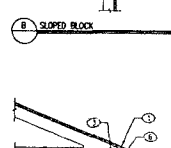
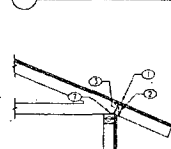
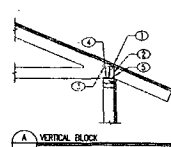
4. EXTENDED GARAGE HEADER AT SHEAR WALL
NO SCALE



5. DEPRESSED SLAB EDGE AT EXTERIOR SLAB
NO SCALE

KEYNOTES

1. BOUNDARY FASTENERS
2. SLOED 2x BLOCCING BETWEEN TRUSSES
3. 2x BLOCCING LEND FLAT WHERE EAVE VENT OCCURS - MAX. FREQUENCY EVERY THIRD BLOCK
4. CLIP EACH BLOCK TO TOP PLATE W/ 164
5. (3) 164 TOWARDS PER BLOCK
6. 2x 164 BLOCCING W/ (3) 164 EACH BLOCK TO TOP PLATE WHERE EAVE VENT OCCURS - MAX. FREQUENCY EVERY THIRD BLOCK
7. CLIP EACH BLOCK TO TOP PLATE W/ 164. INSTAL. (3) 164 AT RECESS ALONGSIDE TO EAVE HEELS



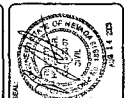
6. WOOD ROOF TRUSS AT STUD WALL
NO SCALE

NOTES

1. WHERE TRUSS HEEL HEIGHT EXCEEDS OVERHANG OF SLAB BLOCCING REFER TO HIGH HELED TRUSS TO SHEAR WALL DETAIL
2. TRUSS TAILS MAY BE OMITTED AS NOTED BY ARCH

FLANS APPROVED
STRUCTURAL
DATE: 1-15-2006
BY: [Signature]
CR: OCT-2-2005
Check for Building Code Compliance
Building Department - City of Las Vegas
1000 Las Vegas Blvd. N., Suite 1000
Las Vegas, NV 89101
1000 Las Vegas Blvd. N., Suite 1000
Las Vegas, NV 89101

RECEIVED
DATE: 1-15-2006
CITY OF LAS VEGAS
BUILDING



T.A. N. D.E.M.
No. 11,122
Professional Engineer
State of Nevada
1000 Las Vegas Blvd. N., Suite 1000
Las Vegas, NV 89101

MORIN RESIDENCE DETACHED GARAGE
5501 LAUREL MOUNTAIN AVE
LAS VEGAS, NV 89131
FOUNDATION AND FRAMING DETAILS
TITLE
DATE

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	1-15-2006
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

CHECKED BY: [Signature]
DRAWN BY: [Signature]
DATE: 1-15-2006
PROJECT NO.: LV06123
SHEET: S2.1

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VAR-18669
01/25/07 PC

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. Riecki, Survey (FM, PM, & A's only)
Date: December 28, 2006
Re: **VAR-18669** Todd Morin 5901 Huff Mountain Ave.
Request for a Variance for the height of an accessory structure

COMMENTS:

We have no comment on the Request for a Variance application to allow a non-habitable accessory structure to exceed the height of the principle dwelling by 1.5 feet for property located at 5901 Huff Mountain Avenue.

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)	FILE BY 12/12 2PM MEETING: 1/25/07
☒	☐	Grant deed and legal description	
☒	☐	Detailed 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>300</u> \$ <u>300</u> \$ <u> </u> Total = \$ <u>600.00</u>	
☒	☐	Statement of Financial Interest	
☐	☒	Development Impact Notice and Assessment (DINA)	
☐	☒	Project of Regional Significance	
SITE PLAN			
		Folded Plans: <u>5</u> Rolled/Colored Plans: <u>0</u>	
☒	☐	11" x 17" min. to 24" x 36" max. page size	S.U.P. ? VARIANCE REQUIRED.
☒	☐	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: <u> </u>	
☐	☒	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>0</u> Rolled/Colored Plans: <u>0</u>	
☐	☒	11" x 17" min. to 24" x 36" max. page size	
☐	☒	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, and variety of <i>all</i> trees, shrubs, and ground cover	
BUILDING ELEVATIONS			
		Folded Plans: <u> </u> Rolled/Colored Plans: <u> </u>	
☒	☐	11" x 17" min. to 24" x 36" max. page size	accessory structure
☒	☐	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>0</u>	
☒	☐	11" x 17" min. to 24" x 36" max. page size	RECEIVED DEC 12 2006
☒	☐	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.

Applicant: TODD MORIN Application Type: STRUCTURES EXCEEDS HOUSE VARIANCE - HEIGHT OF ACCESSORY

APN: 125-12-311-017 Location: 5901 HUFF MOUNTAIN

Planner: A Reed Pre-App Meeting Date: 12/06/06 Earliest PC Date: 1/25/07 PC

Conversation Record

Page _____ of _____
Date _____ / _____ / _____
Time _____ : _____ am pm

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

FAX

☐ see Meeting Attendance Sheet

Comments:

Justification Letter



Separator Sheet

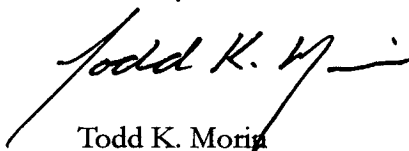
November 28, 2006

City of Las Vegas Planning and Development Department

Dear Sir or Madam:

My name is Todd K. Morin; I reside at 5901 Huff Mountain Ave, Las Vegas Nevada, 89131. I am currently building a detached RV garage at this address. I have submitted all of the required plans and paperwork and have been issued approved stamped plans and building permits from the City of Las Vegas Building Department. Permit No. 06006237 / Plans Check No. M-0540-06. The building that I am constructing is to be used to store a motor home and boat out of the elements. The building height is designed so that a standard type class A motor home will fit inside. My neighbor at 5889 Huff Mountain recently completed construction of an RV garage similar to the one that I am building, it is the same height but with a larger floor plan. Within our development there are both single story and two story homes, some with detached garages and two story casitas located in the backyards. The building is to be constructed with the same standard building materials as the existing home and is designed to architecturally match the existing home. The exterior of the garage will be stucco material painted to match the existing home. The roof of the garage will be constructed of roof tile that is an exact match to the existing home. The interior of the garage will be painted textured drywall. The garage door will be an exact match to existing. After completion of construction the perimeter around the detached garage will be landscaped. At this time the structural framing is complete with roof trusses and roof sheeting installed. As shown on the approved plans it was my design and intent to match the height of the existing home. It was brought to my attention on 11/01/06 by the City of Las Vegas Building inspector that my detached garage was in violation of the height requirements. Upon further investigation working in conjunction with the inspector it was concluded that the detached garage was built as per the approved plans but that the height of the existing home was miss-calculated. The existing house height is 20'-3" from top of foundation to top of roof framing. The detached garage is 21'-9" from top of foundation to top of roof framing. Both the house foundation and the detached garage foundation are at the exact same elevation. This leaves a 1'-6" difference. Therefore please accept this letter for consideration as a request for a zone variance for my detached RV garage currently on hold from any further construction.

Sincerely,



Todd K. Morin

VAR-18669
01/25/07 PC

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Application



A P P L I C A T I O N

Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE
 Project Address (Location) 5901 HUFF MOUNTAIN AVE
 Project Name DETACHED RV GARAGE Proposed Use RV STORAGE
 Assessor's Parcel #(s) 125-12-311-017 Ward # 6
 General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER TODD K. MORIN Contact _____
 Address 5901 HUFF MOUNTAIN AVE Phone: 399-2644 Fax: 655-4706
 City LAS VEGAS State NV Zip 89131

APPLICANT TODD K. MORIN Contact _____
 Address 5901 HUFF MOUNTAIN AVE Phone: 399-2644 Fax: 655-4706
 City LAS VEGAS State NV Zip 89131

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____

Property Owner Signature* Todd K. Morin

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

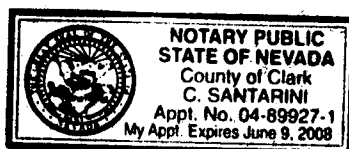
Print Name TODD K. MORIN

Subscribed and sworn before me

This 10 day of December, 20 06

Chris

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>VAR-18669</u>
Meeting Date:	<u>1/25/06</u>
Total Fee:	<u>600.00</u>
Date Received:*	<u>12/12/2006</u>
Received By:	<u>John R. M... [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.

DEC 12 2006

Deed



Separator Sheet

2
Escrow No LV-112-2096189 JV
RPTT \$ 1,756.95
APN 175-12-311-017

SPACE BEI
ONLY

CLARK COUNTY, NEVADA
FRANCIS DEANE, RECORDER

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY OF

Ac 25-200-

Pr 1

CAP

DEEDS & RECORDS

BOOK INSTRUMENT NO. 01355

PAGE COUNT:

22.00

1,756.95

WHEN RECORDED, MAIL TO AND SEND TAX
STATEMENTS TO

Todd and Jacqueline Morin
5901 Huff Mountain Avenue
Las Vegas, Nevada 89111

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH That KB HOME Nevada Inc., a Nevada corporation, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Todd K Morin and Jacqueline E Morin Husband and wife as Joint tenants

all that real property situated in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

FOR COMPLETE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "C"

The recording of this Deed shall further constitute and effectuate the annexation of the property described in this Deed (the "Subject Property" into the "Property" and "Project" as set forth in that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Iron Mountain Ranch recorded on May 22, 2003 in Book 20000822, as Instrument No. 01438, (as may be supplemented, revised and/or amended from time to time, the "Declaration") and the Subject Property shall be subject to all provisions of the Declaration, which provisions shall fully apply to the Subject Property, and subject to the functions, powers and jurisdiction of the Classics at Iron Mountain Ranch Community Association, Inc., a Nevada non-profit corporation, as and to the extent provided in the Declaration.

RESERVING THEREFROM unto Grantor all water rights, permits, and certificates of Grantor of whatever kind or nature for ground water or surface water, and any and all other decrees, orders, or judgments affecting, adjudicating, or determining water rights to the end that this Deed shall not confer, grant, or transfer to Grantee any water rights whatsoever, or any claim to water or water rights.

AND FURTHER RESERVING unto Grantor all minerals, oil, gas, petroleum, other hydrocarbon substances and all geothermal energy sources in or under or which may be produced from the within-described land which is below a plane parallel to and five hundred (500) feet below the surface of the within-described land, for the purpose of prospecting, exploration, development, production, or extraction of said substances by means of mines, wells, derricks, and/or other equipment; provided, however, that the owner of said substances shall have no right to enter the surface of the within-described land nor to use said land above said plane parallel to and five hundred (500) feet below the surface of such land.

SAID GRANT BEING FURTHER SUBJECT TO:

1. General and special real property taxes for the current fiscal year not due or delinquent and any and all taxes and assessments levied or assessed after the recording date of this document. This will include the lien of supplemental taxes, if any.
2. All assessments imposed by a duly empowered governmental entity, whether or not of record.
3. Any and all covenants, conditions, restrictions, easements, reservations (including, but not limited to, reservations and exceptions to the mineral estate), rights, and rights of way of record in the Office of the Clark County Recorder and any amendment(s), annexation(s) and/or supplement(s) thereto.

Form 1445 (Iron Mtn Ranch Classics)
07/08/03

Page 1 of 2

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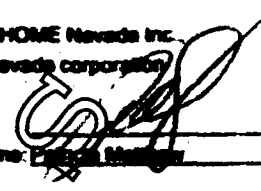
including, but not limited to, those set forth in the Declaration and as otherwise described in Exhibit B attached hereto

- 4 All of the terms and conditions of that certain Arbitration of Disputes Deed Attachment approved and agreed to by Grantor and Grantee and attached to this Deed as Exhibit A, which Attachment and the covenants, conditions, and restrictions therein contained, shall run with the within described land and be binding upon, and inure to the benefit of, Grantor, Grantee, and their respective successors, assigns and successors-in-interest to any right or interest in said land, including, without limitation, all subsequent owners or lessees of any right, title, or interest in said land.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Witness our hand this 26 day of Jan.
2004

KB HOME Nevada Inc.
a Nevada corporation

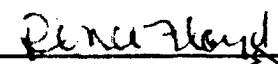
By: 
Name: Patricia Mathew

STATE OF NEVADA

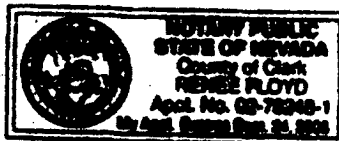
COUNTY OF CLARK

This instrument was acknowledged before me on

1/28/04
Patricia Mathew
as Authorized Agent of KB HOME Nevada Inc., a
Nevada corporation.


Notary Public

My commission expires: 7/24/06



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DEC 12 2006

20041215
01333

EXHIBIT "A"

ARBITRATION OF DISPUTES DEED ATTACHMENT

GRANTOR AND GRANTEE ACKNOWLEDGE, UNDERSTAND AND AGREE AS FOLLOWS:

For purposes of this Arbitration of Disputes Deed Attachment set forth below, the following definitions shall apply:

A "Grantor" shall mean the entity conveying the Property referred to herein and its respective predecessors, successors, subsidiaries, and/or affiliated corporations or other entities, parent companies, sister companies, divisions, partners, joint ventures, the general contractor for the Project in which the Property is located, affiliates, owners, officers, directors, employees, shareholders, agents, and assigns

B "Grantee" shall mean the person or persons accepting the conveyance of the Property referred to herein and their successors, heirs, assigns, subsequent Grantees, and any third party claiming any right or interest in the Property through them, provided, however, that the term "Grantee" does not include any lender, its successors, or assigns (collectively, a "Mortgagee") whose loan is secured by a deed of trust on the Property and who takes title to the property through foreclosure of such deed of trust or through a deed in lieu of foreclosure. Any third party claiming any right or interest in Property through such a Mortgagee shall, however, be a "Grantee" for purposes of this Arbitration of Disputes provision

C "Property" shall mean the land and improvements described in the Deed to which the Deed Attachment is attached as Exhibit "A".

D "Project" shall mean the tract or subdivision in which the Property is located, and, if applicable, the planned community or common-interest community in which the Property is situated, including, without limitation, any neighboring or adjacent properties.

ARBITRATION OF DISPUTES PROVISION

2 The arbitration procedures described below shall be the sole, exclusive and final means of resolving any "Dispute" between them and/or between their respective successors-in-interest. As used herein, "Dispute" shall mean any claim, cause of action (whether at law or in equity) or disagreement of any nature whatsoever ("claim") arising from or in connection with the sale of the Property to Grantee, the Agreement, construction or installation of any improvements on the Property or Project, the grading of the Property or Project, or any work or services performed by or on behalf of Grantor on or in connection with the Property or Project, other than a claim made pursuant to Nevada Revised Statutes, Sections 38.300 to 38.380. This Arbitration of Disputes provision shall not apply to any repairs or warranty claims with respect to the Property arising after the construction is completed and shall expressly NOT control over the dispute resolution provisions in that certain New Home Limited Warranty Agreement, to be entered into between Grantor and Grantee in relation to the purchase and sale of the Property, for such repairs or warranty claims. Notwithstanding anything to the contrary set forth in this Arbitration of Disputes provision or any other agreement entered into by Grantor and Grantee or other documentation with respect to the Property, any such repairs or warranty claims shall be governed by the warranty coverage disputes provisions of the New Home Limited Warranty Agreement and any applicable State or Federal law. Disputes subject to these arbitration procedures shall include, without limitation, Claims for real and personal property damage, construction defects (whether patent or latent), including without limitation any Claim subject to the provisions of Nevada Revised Statutes, Section 40.600 to 40.695 (the "Construction

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Defect Act: bodily injury or wrongful death, nondisclosure, misrepresentation, fraud, emotional distress, monetary damages, rescission of any agreement, enforceability of the Attachment, and/or specific performance. As a condition to Grantor's obligation to arbitrate Disputes (as further set forth herein), Grantor may require in its sole discretion that any or all third parties, including without limitation contractors, subcontractors, suppliers, consultants, partners, affiliates, or agents of Grantor (collectively "Third Parties"), who may have liability in connection with the Dispute, including any right of contribution or indemnity Grantor may have against such Third Party, shall have agreed to be participants in and bound by the arbitration procedure described herein. Notwithstanding the foregoing, Grantor may, in its sole discretion, waive the foregoing condition.

3. With respect to any Dispute governed by the Construction Defect Act, after all prerequisites to initiating a civil action under the Construction Defect Act are satisfied or waived in accordance with the provisions of such act, and with respect to all other Disputes, at all times, the following procedures shall apply thereto:

A. Any Dispute between Grantee and Grantor where the claim of damage is \$7,500 or less, including Disputes governed by the provisions of the Construction Defect Act where the estimated cost of repair or replacement of the item(s) in dispute is \$7,500 or less, shall be within the sole jurisdiction of the Justice Court and arbitration (as set forth herein) shall not be applicable unless both Grantee and Grantor so agree in writing.

B. Any Dispute between Grantee and Grantor where the claim of damage is more than \$7,500, including disputes governed by the provisions of the Construction Defect Act where the estimated cost of repair or replacement of the item(s) in dispute is more than \$7,500, shall, upon request by either Grantee or Grantor, be submitted to arbitration conducted in accordance with the Rules for Residential Construction Disputes then in effect of the American Arbitration Association ("AAA") or, in the event of the non-existence or revocation of the Rules for Residential Construction by the AAA, the AAA Commercial Arbitration Rules shall apply; either case, as such rules are expressly amended hereby.

(1) Before any Dispute may be submitted to arbitration, the party wishing to submit the Dispute must first, at least sixty (60) days prior to filing a Demand for Arbitration, give the other party written notice of the Dispute describing with reasonable specificity the actions requested to be taken by the other party to resolve the Dispute, together with any documents upon which such party intends to rely at the arbitration which support that Party's Claim.

Arbitration shall be initiated by the filing by either party of a written Demand for Arbitration with the AAA and concurrently mailing a copy of the demand to the other party. Grantor shall promptly pay all fees and costs necessary to initiate the arbitration, but the fees and costs of arbitration shall ultimately be borne as determined by the arbitrator. In the absence of a determination by the arbitrator, Grantor shall remit the fees necessary to initiate the arbitration and, with respect to the remaining fees and costs, each party shall bear one-half of the fees and costs of the arbitration and all of its own attorneys' fees and other costs in connection therewith. Unless Grantee and Grantor agree otherwise, the Procedures for Large, Complex Construction Cases issued by the AAA shall apply to all cases to the extent such procedures are not in conflict with the Federal Arbitration Act or the Uniform Arbitration Act.

(3) With respect to any Dispute regulated by the Construction Defect Act, after all prerequisites to initiating a civil action under that act have been satisfied or waived, any party to a Dispute may, prior to the arbitration hearing, conduct discovery as provided in the Nevada Rules of Civil Procedure, Section V, Rules 26 to 37, inclusive.

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(4) The arbitration shall be commenced in a prompt and timely manner and shall take place in the house located on the Property unless otherwise agreed by the parties at such time and date selected by the arbitrator. Any dispute regarding the scope of the arbitration or the procedures to be followed in the arbitration shall be resolved by the arbitrator. The arbitrator shall apply Nevada substantive law in rendering a final decision and only compensatory damages as recognized by Nevada law, in an amount not to exceed the original purchase price of the house, are recoverable and the arbitrator chosen for the arbitration shall have no authority to award damages for emotional distress, consequential, punitive, or any other nature of damages whatsoever. Each party shall bear its own attorney's fees and other costs. The award rendered by the arbitrator must be accompanied by a written decision of the arbitrator that contains written findings of fact and conclusions of law, including, if applicable, the arbitrator's determinations as to whether the Dispute is covered by the Warranty and whether Grantor was given an adequate opportunity and access to the house and Property to inspect and fix any alleged defect prior to arbitration. Once so rendered, the arbitrator's award shall be binding, final and non-appealable as to all parties in the arbitration to the fullest extent permitted by Nevada law. Notwithstanding the preceding sentence, an appeal may be taken if any award is based on any deviation by the arbitrator from the terms of this Attachment. In furtherance thereof, and to the fullest extent permitted by Nevada law, Grantee and Grantor waive the provisions of Nevada Revised Statutes, Section 38.145. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Except as otherwise expressly set forth in this section, the arbitrator shall base his decision on the substantive law of Nevada.

(5) In the event of any conflict between the provisions of this Arbitration of Disputes provision and the then applicable AAA rules, the terms of the Arbitration of Disputes provision shall prevail.

(6) With the exception of contractors, subcontractors, suppliers, consultants, partners, affiliates, and agents added by Grantor as provided herein, the parties to the arbitration shall be limited to Grantee and Grantor.

(7) A Demand for Arbitration must be filed under AAA Rules for Residential Construction Disputes (or other then applicable AAA rules as provided above) within the time periods prescribed by the applicable statutes of limitations, provided, however, that any statutes of limitation and/or repose are tolled from the time Grantee provides Grantor written notice of the Dispute as provided in NRS 40.645 until thirty (30) days after the mediation is concluded or waived in writing pursuant to NRS 40.680. Notwithstanding the foregoing, in the event that Grantee fails to pursue the mediation for a period in excess of ninety (90) days, the statutes of limitation and/or repose shall recommence running as of the expiration of such ninety (90) day period.

4. Grantor may, in its sole discretion, consolidate Claims of any other person(s) who are buying or have bought houses from Grantor in the Las Vegas metropolitan area with the Dispute, in the event that such Claims are, in Grantor's opinion, similar in nature to a Dispute submitted to arbitration hereunder. Further, if Grantor elects to consolidate such Claims with a Dispute, if the aggregate amount of damage claimed by Grantee and such person(s) exceeds \$7,500, the procedures governing such consolidated matters will be those governing Disputes where the claim of damage is more than \$7,500 as set forth in Paragraph 3.B above.

5. If any provision or aspect of this Attachment is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision or aspect of this Attachment is superseded or rendered unenforceable by any law which becomes effective after the date of this Attachment, the remaining provisions of this Attachment shall nevertheless remain in full force and effect and continue to be binding. If there is any conflict between this Attachment and the purchase agreement for Grantee's purchase of the Property, the provisions of this Attachment shall control. This Attachment shall not apply

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to any Mortgage. However, any third party claiming any right or interest in the Property through any Mortgage shall be subject to this Attachment.

6 By signing in the space below, Grantee (a) for Disputes for which the amount in controversy exceeds \$7,500 (including without limitation Disputes aggregated as provided in Paragraph 4 above), agrees to have any such Dispute decided by neutral binding arbitration as set forth above and waives any rights Grantee may possess to have any such Dispute litigated in a court of law, including without limitation in a trial by jury, (b) in connection with any Dispute, waives any rights Grantee may have to recover (i) damages for emotional distress, and (a) any damages other than direct, compensatory damages as recognized by Nevada law in an amount not to exceed the original purchase price of the Property. By way of illustration and not limitation, the damages which Grantee waives any right to recover include punitive, exemplary, indirect or consequential. By signing in the space below, Grantee also waives Grantee's rights to discovery and appeal, except as those rights are expressly included in the Attachment. Grantee acknowledges that if Grantee fails or refuses to submit to arbitration as set forth herein, Grantee may be compelled by Nevada law to participate in good faith in such arbitration proceedings or may have an unfavorable and binding decision rendered by the arbitrator, notwithstanding such refusal or failure to participate in arbitration. Grantee acknowledges that Grantee's agreement to the arbitration provisions set forth above is voluntary.

GRANTEE HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL, BINDING ARBITRATION.

ACCEPTANCE BY GRANTEE

Grantee, by acceptance and recordation of this Deed, expressly accepts, covenants, and agrees to be bound by and to assume performance of all of the provisions and requirements set forth in (i) the Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements set forth in Exhibit "B" to this Deed, which provisions and requirements are incorporated herein by this reference thereto; and (ii) the Arbitration of Disputes Deed Attachment set forth above.

The agreements of Grantee herein contained shall be covenants running with the real property granted hereby and shall be binding upon Grantee and Grantee's successors and assigns.

ACCEPTED AND AGREED

Date: 1/24/03

"GRANTEE"

Todd K. Morin
TODD K. MORIN

Jacqueline E. Morin
JACQUELINE E. MORIN

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STATE OF NEVADA

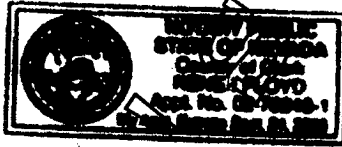
COUNTY OF CLARK

This instrument was acknowledged before me on 1/28/04 by TODD K. MORIN and JACQUELINE E. MORIN (names) as notary (title) of First American Title (name of company or individual represented).

Rene Floyd
(Signature of Notarial officer)

Notary
(Title and rank (optional))

(My commission expires 9/24/06)



ASSESSOR

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CITY OF LAS VEGAS
DEPARTMENT OF BUILDING & SAFETY
PERMIT APPLICATION



752035-2

TYPE OR PRINT (BLACK INK ONLY)

Project # M-540-06

Parent Project # _____

FOR: ☐ Commercial & Public Structures

☒ Single Family Residence

WORK DESCRIPTION: Construct Detached Garage

PERMITS REQUESTED: ☒ Building

☐ Mechanical Val N/A

☒ Plumbing Val N/A

☒ Electrical Val 5,000.00

TOTAL VALUATION: \$ 30,000.00

ADDRESS: 5901 HUFF MOUNTAIN AVE ZIP 89131

OWNER/BUILDER NAME: TODD K. MORIN

CONTRACTOR: N/A

PROJECT/BUSINESS NAME: _____

CONTACT PHONE NO.: (702) 429-6436 CONTACT FAX NO.: _____

STATE CONTRACTOR LICENSE NO.: _____ CITY BUSINESS LICENSE NO.: _____

PARCEL NO.: 125-12-311-017 ZONE: R-ADZ

LOT(S): 1170 BLOCK: A SUBDIVISION: IRON MOUNTAIN CLASSICS

OCCUPANCY GROUP: _____ USE: SFD CONST. TYPE: _____

SQUARE FT OF FLOOR AREAS: 1st _____ 2nd _____ 3rd _____ Garage: 1450

Patio _____ Balcony _____ Total _____ No. of Units _____ No. of Stories 1395

SPECIAL CONDITIONS: _____

I state that the information I have supplied on this application is true and correct. By signing this application, I agree to comply with all conditions as noted on this permit.

Todd K. Morin 8/18/06
Contractor or Agent / Owner Date

[Signature] 8/18/06
Planning Department Date

[Signature] 10/3/06
Land Development/Flood Control Engr. Date
Building Department

Fire Department Date

TOTAL PERMIT FEE: \$ 350.00

PRE-PAID: Plan Review \$ 159
PRE-PAID: Zoning \$ 12
TOTAL \$ 171.00

**Permit Expires 180 Days After
Abandonment of Work**

Permits expire when no inspection has been requested for any 180-day period after the permit has been issued.

Revised 10/05

PAID

AUG 15 2006

Development Services Center

cp: Permit Application



NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074 (702) 486-1100 FAX (702) 486-1180, INVESTIGATIONS (702) 486-1110
www.nscb.state.nv.us

NRS 624.031 Applicability of chapter: Exemptions. The provisions of this chapter do not apply to:

4. An owner of property who is building or improving a residential structure on the property for his own occupancy and not intended for sale or lease. The sale or lease, or the offering for sale or lease, of the newly built structure within 1 year after its completion creates a rebuttable presumption for the purposes of this section that the building of the structure was performed with the intent to sell or lease that structure. An owner of property who requests an exemption pursuant to this subsection must apply to the board for the exemption. The board shall adopt regulations setting forth the requirements for granting the exemption.

If you are seeking an exemption from licensure pursuant to NRS 624.031(4) you must complete the following affidavit, obtain the required signatures, and submit the original to the building department with your application for a building permit.

OWNER BUILDER AFFIDAVIT OF EXEMPTION

I hereby certify that I am the owner of the property listed below, and that I am building or improving a residential structure on this property for my own occupancy and do not intend to sell or lease the property.

Parcel Number: 1170 Description of Work: Build Detached Garage Type of Permit _____

I further acknowledge the following obligations and duties:

- If I sell or lease, or offer to sell or lease the newly built structure within 1 year after completion, it may be presumed that I have violated the provisions of this exemption and Chapter 624 of NRS.
- I may not hire an unlicensed person to act as my contractor, agent, or construction manager.
- I must directly supervise the construction.
- Any subcontractor(s) working on this project must be properly licensed by the Nevada State Contractors Board.
- Any person working on my project who is not a licensed contractor must work under my direct supervision and must be employed by me. I must comply with all State and Federal laws as an employer in the State of Nevada, including payroll deductions (FICA and income tax withholding), provide industrial insurance coverage, and pay the required unemployment compensation for that employee.
- If my project requires the repair, restoration, improvement or construction of a pool or spa, I acknowledge my obligation and duty to comply with the provisions of NRS 597.715
- I acknowledge that I have received copies of NRS 597.715 and NRS 278.573

I have read the above owner builder affidavit of exemption and certify that the information provided is true and correct to the best of my knowledge.

Dated this 14 day of August, 2006

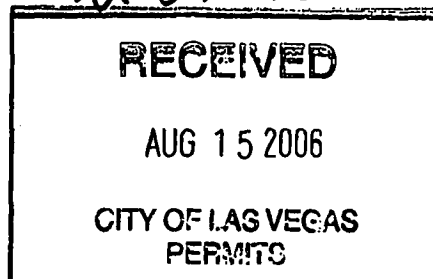
Todd K. Morin
Legal Owner of Residential Property (Signature)

TODD K. MORIN
(Print Name)

5901 Hoff Mountain Ave
Location of Single Family Residence
Las Vegas NV 89131
City State Zip

Witness: [Signature] 10012

11-540-06



2310-051-2/03

Permit Expires 180 Days After Abandonment of Work

PERMIT		CITY OF LAS VEGAS BUILDING & SAFETY		APP. REC'D. DATE 08/08/06	PLAN CHK. NO. M-0540-06	PERMIT NO. 06006237
JOB / BUSINESS NAME MORIN		JOB ADDRESS 5901 HUFF MOUNTAIN AV		ZIP	ADR TYPE	APPLICATION NO. 752035-2
SUBDIVISION RECORDED NAME IRON MOUNTAIN RANCH-VILLAGE		UNIT	PHASE	LOT 170	BLOCK A	JOB PHONE 429-6436
LEGAL DESCRIPTION SPLIT SPLIT SPLIT		SEC. / TWN. / RGE.		SUBDIVISION MARKETING NAME		MODEL NO. M-0540-
CONTRACTOR NAME OWNER				CONTR. PHONE NO. 429-6436	CONTR. FAX NO.	NV CONTR. NO.
CONTRACTOR ADDRESS				CITY	STATE	ZIP
OWNER NAME MORIN				OWNER PHONE		OWNER FAX
OWNER'S MAILING ADDRESS				CITY	STATE	ZIP
WORK DESCRIPTION DETACHED GARAGE		WORK TYPE RES	COM/APT/RES	ACRES	SETBACK END FRONT 0 REAR 0 SIDE 0	HEATED AREA UNHEATED AREA 1395
1. The Contractor's Signature below denotes authority from the owner to sign in his behalf and that the owner is aware of all requirements of this application. 2. I have read and understand the contents of this application. I hereby state that the information I have supplied on this application is true and correct. <i>Todd K. M.</i> CONTACT PHONE # _____ SIGNATURE: OWNER ☐ OWNER REP. ☐ CONTR. ☐		LAND USE ZONE R-PD2	ZONING CASE NO. R-PD2		NO. STORIES	SHADE STRUCTUR
		OCC. GROUP	CONST. TYPE		NO. DWELL UNITS	SEWER UNITS/CODE
		NO. DWELL UNITS	SPRINK. REQ. (Y/N)		TORTOISE ZONE (E/P)	SEPTIC (Y/N)
		PARK DIST.	WARD NO.		REDEV. AREA (Y/N)	FIRE MAP NO. 1321 72
		CENSUS TRACT NO.	ASSESS. PARCEL NO. 12512-311-017		CODE BMP	YEAR E
NEW ADD REM	STATED VALUATION \$ 30000	CORRECTED VALUATION \$ 30000		READY DATE	ISSUE DATE 10/03/06	
COMMENTS		PERMIT TYPE		DESCRIPTION		FEES
IRON MOUNTAIN RANCH-VILLAGE		10.0		BUILDING PERMIT		244.
UNIT 2		21.0		ELECTRICAL PERMIT - IT		71.
PLAT BOOK 109 PAGE 78		86.0		ADMIN FEE		35.
LOT 1170 BLOCK A						
SPECIAL CONDITIONS:		APA BEG. BAL.	EXEMPT NO.	TOTAL FEES 350.		
		APA END BAL.	RECEIPT NO.	LESS PREVIOUS.P/		
		APA ACCT. NO.	RECEIPT NO.	0.		
				AMOUNT DUE		

LOT 1170/BLOCK A



CONTACT SHEET

All plan submittals shall include this form.

Call TODD MORIN at (702) 429-6436 when plans are ready.

Application # _____

PC # _____

OWNER / DEVELOPER <u>TODD K. MORIN</u>	PHONE <u>(702) 399-2644</u>
ADDRESS ZIP <u>3901 HUFF MOUNTAIN AVE 89131</u>	E-MAIL <u>TKMOR@COX.NET</u>
ARCHITECT <u>N/A OWNER/BUILDER</u>	FAX _____
ADDRESS ZIP	PHONE _____
STRUCTURAL ENGINEER <u>TANDEM ENGINEERING</u>	E-MAIL _____
ADDRESS ZIP <u>2820 W. Charleston 89102</u>	FAX <u>(702) 617-6136</u>
CIVIL ENGINEER <u>N/A</u>	PHONE _____
ADDRESS ZIP	E-MAIL _____
CONTRACTOR <u>N/A</u>	FAX _____
LICENSE # _____	PHONE _____
ADDRESS ZIP	E-MAIL _____
ELECTRICAL ENGINEER / CONTRACTOR <u>JBA Consulting Engineers</u>	FAX _____
LICENSE # _____	PHONE <u>(702) 362-9200</u>
ADDRESS ZIP <u>5040 W. EDNA 89146</u>	E-MAIL _____
MECHANICAL ENGINEER / CONTRACTOR <u>N/A</u>	FAX _____
LICENSE # _____	PHONE _____
ADDRESS ZIP	E-MAIL _____
PLUMBING ENGINEERING / CONTRACTOR <u>N/A</u>	FAX _____
LICENSE # _____	PHONE _____
ADDRESS ZIP	E-MAIL _____

Exhibit "B"

1. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded May 22, 2003 in Book No. 20030522 as Instrument No. 01439 of Official Records, which provide that a violation thereof shall not direct or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.
- The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is reserved upon Classics at Iron Mountain Ranch Community Association, a Nevada non-profit corporation.
- A document declaring modifications thereof recorded August 7, 2003 in Book No. 20030807 as Instrument No. 03437 of Official Records.

Declaration of Association Provision

- The recordation of this Deed shall constitute and effectuate the annexation of the property described in this Deed (the "subject property") into the "property" and "project" as set forth in that certain Declaration of covenants, conditions, restrictions, easements, and assessments for Iron Mountain Ranch - Village 8 - Unit 2 recorded on May 22, 2003, in Book 20030522, as Instrument No. 01439 (the "Declaration") and the subject property shall be subject to the provisions of the Declaration, which provisions shall fully apply to the subject property, and subject to the functions, powers, and jurisdiction of Classics at Iron Mountain Ranch Community Association, a Nevada non-profit corporation, as and to the extent provided in the Declaration.

Rev. 05/07/03

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EXHIBIT 'C'

File Number 112-2096189

LEGAL DESCRIPTION

Lot 1170 in Block A of Iron Mountain Ranch - Village 8 - Unit 2, as shown by map thereof on file in Book 109 of Plats, Page 78, in the Office of the County Recorder of Clark County, Nevada and amended by Certificate of Amendment recorded April 21, 2003 in Book 20030421 of Official Records as Document No. 00895

112-2096189

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BUILDING & SAFETYDEVELOPMENT
SERVICES CENTER

DSC, Permits Division
 731 South 4th Street
 Las Vegas NV 89101
 (702) 229-6916
 (702) 474-7369 FAX
 8AM to 5PM on Mon/Tue/Thu/Fri
 8:30AM to 5PM on Wed

PLAN READY NOTICE

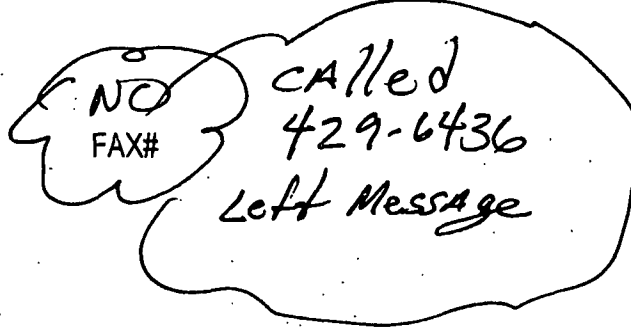
Total Fees Due = \$ 350⁰⁰

Date: 10/3/06

To: OWNER

Attn: Todd Morin

Re: M-540-06



Your plans are ready to be picked-up. Please wait in the line to see a cashier, and if paying by check, make it payable to the City of Las Vegas. MasterCard, Visa, and Discover credit/debit cards are also accepted. If you have any questions, please call:

**Photo ID is required
with all in-person
transactions.**

When picking-up a permit:

Licensed contractors must provide their:

- original Nevada State Contractors' Board card;
- pre-printed company check (name must match license); **and/or**
- authorized designee with a letter on company letterhead, signed by a principal of the company, specifically listing the designee's name, check number, and check amount.

Owner builders must provide their:

- proof of ownership (i.e., copy of deed to project property);
- completed Nevada State Contractors' Board Owner Builder Affidavit of Exemption form; **and**
- authorized designee with a notarized letter, signed by the owner, specifically listing the designee's name and their permission to pick-up their permit.

If your A/P# starts with a five-digit number (e.g., 56789-R-05), you* can use our *new* Automated Inspection Scheduling system by calling (702) 229-4677 to:

- pay your fees with your credit/debit card;
- schedule, cancel, or reschedule an inspection; **and/or**
- obtain status information about a scheduled inspection.

If your A/P# starts with a letter (e.g., C-1234-05), you can use our *old* Automated Inspection Request system by calling (702) 229-2071 to:

- schedule, cancel, or reschedule an inspection; **and/or**
- obtain status information about a scheduled inspection.

To use either system to schedule an inspection, you will need to have ready:

- your permit number (i.e., the first five digits of your A/P# if using the *new* system, or if using the *old* system, the eight-digit number found on your permit print-out and/or hard card);
- the street number of your project address; **and**
- the three-digit inspection code number you wish to schedule (e.g., 101, 140, etc.).

***Note:** A licensed contractor must also have a Personal Identification Number (PIN) to use our *new* system. To obtain a PIN, a principal of the company or an authorized designee (i.e., designated on company letterhead signed by a principal of the company) must apply, in-person, at the Development Services Center (DSC).

SOFI



Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-18669** APN: 125-12-311-017

Name of Property Owner: TODD K. MORIN

Name of Applicant: TODD K. MORIN

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

 X 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: _____

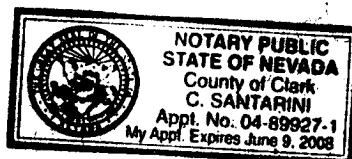
Signature of Property Owner: Todd K. M—

Print Name: TODD K. MORIN

Subscribed and sworn before me

This 10 day of December, 2006

Notary Public in and for said County and State



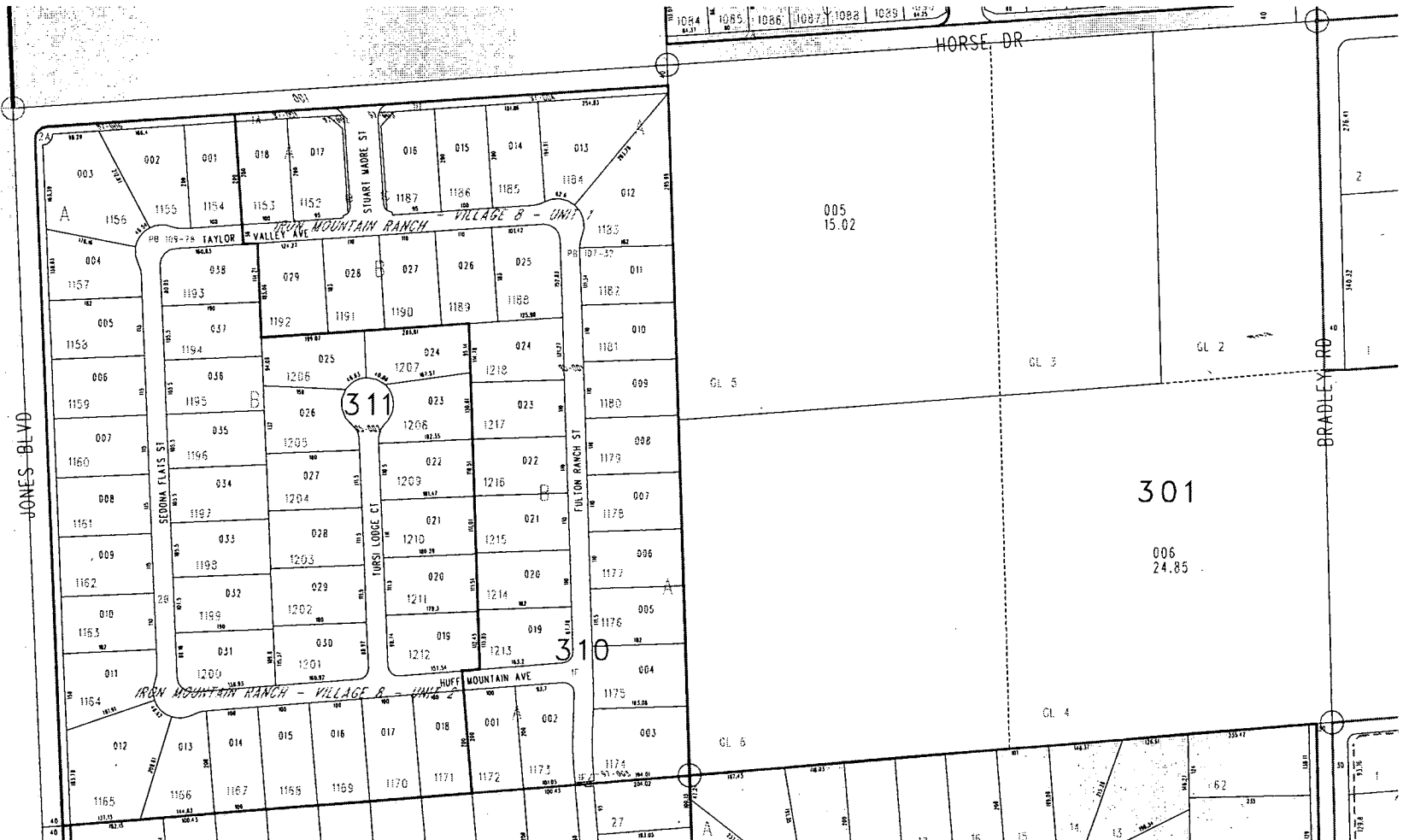
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of Financial Interest.doc
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APN Map



Separator Sheet

NOTES This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL 	MAP LEGEND AVERAGE OA VALUE 35 PARCEL BOUNDARY 001 SUBD BOUNDARY 1.00 ROAD EASEMENT 202 PM/LO BOUNDARY 5 NON-PARCEL LOT LINE 5 MATCH LINE / LEADER LINE 5 ROAD ID NUMBER 001	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T19S R60E R59E R60E R61E 99 100 101 126 125 124 137 138 139	12 6 5 4 3 2 1 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36	N 2 SW 4 8 4 8 4 5 1 5 1 6 2 6 2 7 3 7 3 8 4 8 4 5 1 5 1	125-12-3
		PARCEL NUMBER 001 ACREAGE 1.00 PARCEL SUB/SEQ NUMBER 202 PLAT RECORDING NUMBER 5 BLOCK NUMBER 5 LOT NUMBER 5 GOV. LOT NUMBER 001	Scale: 1"=200' Rev: 08/13/04				



VAR-18669
01/25/07 PC

TAX DIST 200

Hansen Sheet



Separator Sheet

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**VAR Application****Report Date** 12/12/2006 12:06 PM**Submitted By** Robert Summerfield

Page 1

A/P # 18669 **VARIANCE****Application Information****Stages**

	Date / Time	By		Date / Time	By
Processed	12/12/2006 09:02	983538	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

VAR-18669 - VARIANCE RELATED TO SUP-18671 - PUBLIC HEARING - APPLICANT/OWNER: TODD MORIN - Request for a Variance TO ALLOW A NON -HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units per Acre) Zone, Ward 6 (Weekly).

Parent A/P #

Project # 18669	Project/Phase Name	Phase #
Size/Area 0.46 ACRE	Size Description	Subdivision Code
Proposed Start	Proposed Stop	% Completed 0.00
% Complete Formula		

Property/Site Information**Parcel** 12512311017**Location****Owner/Tenant**

Contact ID AC772183	Name MORIN TODD K & JACQUELINE E	
Mailing Address 5901 HUFF MOUNTAIN AVE	Organization	
City LAS VEGAS	State/Province NV	
ZIP/PC 89131-2056	Country	☐ Foreign
Day Phone (702)399-2644 x	Evening Phone	
Fax (702)655-4706	Mobile #	

Linked Addresses

No Addresses are linked to this Application

A/P Linked Addresses5901 HUFF MOUNTAIN AVE
LAS VEGAS, 89131-**Linked Parcels**

No Parcels are linked to this Application

A/P Linked Parcels

12512311017

Applicants/Contacts

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**VAR Application****Report Date** 12/12/2006 12:06 PM**Submitted By** Robert Summerfield

Page 2

Applicants/Contacts

Primary Y **Capacity** OWNER **Contact-ID** AC772183 ☐ **Foreign**

Effective **Expire**

Name MORIN TODD K & JACQUELINE E

Day Phone (702)399-2644 x **Eve Phone** **Organization**

Pager **PIN #** **Position**

Fax (702)655-4706 **Mobile** **Profession**

E-Mail

Address 5901 HUFF MOUNTAIN AVE
LAS VEGAS, NV 89131-2056

Seasonal Addr

Valid From **To**

Comments
Todd Morin - 702.399.2644

Contractors

No Contractors

Item Description**Item Status****Activity Review Details****Detail** SUBMITTAL CHECKLIST (VAR)**Modified By** JMCLELLAND**Modified Date/Time** 12/12/2006 09:00**Comments**

Checklist required only 5 folded and 0 rolled site plans. 1 building elevation. Floor plan is included in site plan (shell).

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y Pre-Application Conference Checklist	Y Site Plan (18 Folded Blue Lines, 1 Rolled Color)
Y Application/Petition Form	Y Building Elevations (2 Folded, 1 Rolled Color)
Y Deed and Legal Description	Y Floor Plan (1 Folded, 1 Rolled)
Y Justification Letter	Y Laser Print Site Plan
Y Assessors Parcel Map	Y Laser Print Floor Plan
Y Statement of Financial Interest	Y Laser Print Elevation

Check Conditions**Condition** Approval
Supervisor Required**Approved By**
Comments**Approved Date****Applied By****Applied Date****Assigned**

No Conditions

Report Date 12/12/2006 12:06 PM

Submitted By Robert Summerfield

Page 3

VARIANCE

N Parent Project link required? Final City Council letter received
Y Will this go to the City Council? Annotated minutes received
Is there a condition of approval for a Required Review?
If yes, when does it need to be reviewed?

Meeting Information

Meeting Information Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	NO Votes	ABSTENTIONS
01/25/2007	PC	SCHEDULED		0	0	0
JMCCLELLAND	12/12/2006					

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 Hours	Description Comments	Entered By	Start	Stop
PAYMNT 0.00	CK NAME,# WHO PICKED UP PERMIT TODD MORIN, VISA, 429-6436	984053	12/12/2006 09:29	

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

VAR-18669 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: TODD MORIN - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

PLANNING COMMISSION: **JANUARY 25, 2007** CITY COUNCIL: **FEBRUARY 21, 2007**

CASE PLANNER: **DOUG RANKIN** ☒ **PUBLIC HEARING**

Comments Due: *DECEMBER 26, 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 Carman Burney (cburney@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*

VAR-18669

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
*SID (DPW)	T. McDANIEL	4 th FLOOR CITY HALL
*SURVEY (DPW)	ALAN RIEKKI	WEST YARD

*** 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>**

VARIANCE
12/12/2006

Extraction List



Separator Sheet

13/9

PARCELS	162
LABELS	152

Report of All Selected ParcelsCase Number: VAR-18669Printed On: Thu: December 21, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
147 GINGER Q QUAL PERS RES TR	P O BOX 750293 LAS VEGAS NV	12512497002
ACOR WILLIAM S	5896 AUDRIA FALLS AVE NO LAS VEGAS NV	12512397005
AKHTAR JAVED	8308 LAZIA ST LAS VEGAS NV	12511797005
ARMSTRONG GEORGE W JR & M TR	6130 RACEL ST LAS VEGAS NV	12512497001
ASHCRAFT FAMILY REVOCABLE LIV TR	6110 ACKERMAN AVE LAS VEGAS NV	12512397002
ASLAM MOHAMMAD & LISA A	8216 SEDONA FLATS ST LAS VEGAS NV	12512397006
BALDRIDGE JIM & JERRI	5913 AUDRIA FALLS AVE LAS VEGAS NV	12512397003
BAWA FAMILY TRUST	8225 FULTON RANCH ST LAS VEGAS NV	12511797006
BIKLE RICHARD AUSTIN & WENDY C Y	8101 N JONES BLVD LAS VEGAS NV	12512311010
BLANKENSHIP TARA	8313 SEDONA FLATS ST LAS VEGAS NV	12512411031
BLOSE WILLIAM R & CHRISTINA M	5917 HUFF MOUNTAIN AVE LAS VEGAS NV	12511710027
BOOTH ALAN & RACHEL REV TR AGMT	P O BOX 34045 LAS VEGAS NV	12511704007
BORKERT KENNETH E JR & JAMIE P	5905 AUDRIA FALLS AVE LAS VEGAS NV	12511803015
BOWMAN CHRISTINE	5896 TAYLOR VALLEY AVE LAS VEGAS NV	12512311032
BRAY STELLA	8300 SEDONA FLATS ST LAS VEGAS NV	12512411026
BROWN RICHARD A & PHYLLIS P	5889 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512310022
BUSHMAN KRISTIN D & BRYANT D	5893 HUFF MOUNTAIN AVE LAS VEGAS NV	12511803016
CARRUTHERS RICHARD S	8116 WINCHESTER BLUFF ST LAS VEGAS NV	12512311004
CAWLEY F KELLY & ALISON	2032 FAYWOOD ST LAS VEGAS NV	12512311013
CEDILLOS ROBERT L	5913 HUFF MOUNTAIN AVE LAS VEGAS NV	12512310029
CHEESE ERIC M	5896 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411024
CHRISTENSEN ROGER D & JANINE L	8109 DENEVIN ST LAS VEGAS NV	12512310016
CITRO DOMINIC & JACQUELINE	8125 DENEVIN ST LAS VEGAS NV	12512311035
CLAYTON THOMAS W	8117 SOLEDAD CANYON ST LAS VEGAS NV	12512411036

Report of All Selected Parcels**Case Number:** VAR-18669**Printed On:** Thu: December 21, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
CLUB EXCELLENCE INCORPORATED	%L HEONG 2634 AIRPORT DR #106 LAS VEGAS NV	12512411011
COLLINS ROBERT E JR & KAREN A	5888 AUDRIA FALLS AVE LAS VEGAS NV	12512411033
CONNOR GERALD R & V J FAM TR	8100 WINCHESTER BLUFF ST LAS VEGAS NV	12512411018
CRANE FATIMA & ROGER L	8304 SEDONA FLATS ST LAS VEGAS NV	12512311036
CUTLER JACK C & LEANN S	8500 STARSTRUCK AVE LAS VEGAS NV	12511704004
DAVIS THOMAS L & DIANNA M	8097 SOLEDAD CANYON ST LAS VEGAS NV	12512410004
DIAMOND ROBERT M & VIVIAN DALE	8217 FULTON RANCH ST LAS VEGAS NV	12512310020
DICERBO LINDA E	8108 WINCHESTER BLUFF ST LAS VEGAS NV	12512411016
DITMAR ROBERT J & LOLA J	5904 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411006
DUNCAN STEPHEN G & MARTHA B	5908 TAYLOR VALLEY AVE LAS VEGAS NV	12512310018
EDELBERG JOHN F & JANICE L	5888 LONE RANCH LAS VEGAS NV	12512410022
EDGINGTON MICHAEL & STACY C	5889 HUFF MOUNTAIN LAS VEGAS NV	12512310002
EDWARDS MARVIN D	5905 HUFF MOUNTAIN AVE LAS VEGAS NV	12512311016
ERSKINE ROBERT W & JENNY R	5892 AUDRIA FALLS LAS VEGAS NV	12512411032
EVANS FAMILY TRUST	8271 TURSI LODGE CT LAS VEGAS NV	12512311029
FAUL FRANK A II & DELORES C	8096 WINCHESTER BLUFF ST LAS VEGAS NV	12512410020
FIELD LOREN & KATHALEEN	8104 WINCHESTER BLUFF ST LAS VEGAS NV	12512411017
FRANCIS ELROY & BETTINA M	5897 TAYLOR VALLEY AVE LAS VEGAS NV	12512310027
GALINS FAMILY TRUST	8216 FULTON RANCH ST LAS VEGAS NV	12512310005
GARCIA ANGELINA M	8301 SEDONA FLATS ST LAS VEGAS NV	12512311007
GRAY DAVID	8216 TURSI LODGE CT LAS VEGAS NV	12512311020
GREEN LISA MAE	8101 DENEVIN ST LAS VEGAS NV	12512412025
GUITERREZ ELIZABETH A	5905 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411040
HALL HARRY J JR & KATHY J LIV TR	8300 TURSI LODGE CT LAS VEGAS NV	12512311023
HARRIS ASHLEY	10690 SAN PALATINA ST LAS VEGAS NV	12512311034
HERNANDEZ ERNEST M & GRACIELA L	5909 HUFF MOUNTAIN AVE LAS VEGAS NV	12512311015
HERNANDEZ FRANCISCO L	5896 LONE RANCH AVE LAS VEGAS NV	12512410024
HOFSCHULTE THOMAS & JENNIFER TR	8305 TURSI LODGE CT LAS VEGAS NV	12512311025
HOLL CHARLES J III & JULIE A	8221 SEDONA FLATS ST LAS VEGAS NV	12512311009
HOSTETLER TIMOTHY E & NICOLE E	8213 TURSI LODGE CT LAS VEGAS NV	12512311030
HOWARD CLINT R	8309 SEDONA FLATS ST LAS VEGAS NV	12512311005
HURLEY JOHN K JR & BETH M	8112 WINCHESTER BLUFF ST LAS VEGAS NV	12512411015

Report of All Selected Parcels**Case Number:** VAR-18669**Printed On:** Thu: December 21, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
IRON MOUNTAIN RANCH ALLIANCE LLC	%NETZORG & CASHETTE 2810 W CHARLESTON #81 LAS VEGAS NV	12512412023
IRON MOUNTAIN RANCH ALLIANCE LLC	%NETZORG & CASHETTE 2810 W CHARLESTON #81 LAS VEGAS NV	12512412019
IRON MOUNTAIN RANCH ALLIANCE LLC	%NETZORG & CASHETTE 2810 W CHARLESTON #81 LAS VEGAS NV	12512412021
J T D LIVING TRUST	5901 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411039
JILES TRINA S	8212 FULTON RANCH ST LAS VEGAS NV	12512310004
JOHNSON AARON	8213 FULTON RANCH ST LAS VEGAS NV	12512310019
JOHNSON JAY & BONNIE	8212 SEDONA FLATS ST LAS VEGAS NV	12512311031
KIRKPATRICK ALAN E & MICHELE H	8220 FULTON RANCH RD LAS VEGAS NV	12512310006
KITCHEN PAULA LIVING TRUST	5901 AUDRIA FALLS AVE LAS VEGAS NV	12512411023
KOPEC STANLEY K & FRANCES C	8228 FULTON RANCH LAS VEGAS NV	12512310008
KORONIK DAVID & SAUDIA	8224 TURSI LODGE CT LAS VEGAS NV	12512311022
KREMER IVAN N & LISA D	8301 TURSI LODGE CT LAS VEGAS NV	12512311026
KURTH KENNETH R & TERI S	5908 LONE RANCH AVE LAS VEGAS NV	12512410027
KURTH REVOCABLE TRUST AGREEMENT	5904 LONE RANCH AVE LAS VEGAS NV	12512410026
LASKY AL	5888 TAYLOR VALLEY AVE LAS VEGAS NV	12512310014
LAUGHLIN JAMES R & MARLA	5904 AUDRIA FALLS AVE LAS VEGAS NV	12512411029
LEAS JACK E & LORI M	6120 RACEL ST LAS VEGAS NV	12511704008
LEAVITT GARY SEAN TRUST	8312 SEDONA FLATS ST LAS VEGAS NV	12512311038
LEMMONS MARK & DEBRA	5897 AUDRIA FALLS AVE LAS VEGAS NV	12512411022
LEONE SAM	8031 DENEVIN ST LAS VEGAS NV	12512412027
LOONEY BRYAN L & RENEE E	8092 WINCHESTER BLUFF ST LAS VEGAS NV	12512410019
LOPEZ DANIEL J	5893 AUDRIA FALLS AVE LAS VEGAS NV	12512411021
MABINI NONESTO	5545 AMBROSIA STREAM AVE LAS VEGAS NV	12512412046
MALM CHRISTOPHER D & ELIZABETH A	5892 LONE RANCH AVE LAS VEGAS NV	12512410023
MANGAN DANIEL TRUST	8120 WINCHESTER BLUFF ST LAS VEGAS NV	12512411013
MARSCHIEDER KELLY & ANGELIQUE	8110 DENEVIN ST LAS VEGAS NV	12512412049
MARSDEN KEVIN	5920 TAYLOR VALLEY LAS VEGAS NV	12512311003
MARTINEZ FERNADO & CATHERINE D	8301 FULTON RANCH ST LAS VEGAS NV	12512310023
MARTINEZ OSCAR	8212 TURSI LODGE CT LAS VEGAS NV	12512311019
MCCLUER DONALD A & STACY M	8105 SOLEDAD CANYON ST LAS VEGAS NV	12512410002
MEACHAM LORI E & BRUCE G	8305 FULTON RANCH ST LAS VEGAS NV	12512310024
MOORE ROBERT D ETAL	8A LEITHEN CIR LAS VEGAS NV	12511704005

Report of All Selected Parcels**Case Number:** VAR-18669**Printed On:** Thu: December 21, 2006

Owner	Address	Parcel Number
MORIN TODD K & JACQUELINE E	5901 HUFF MOUNTAIN AVE LAS VEGAS NV	12512311017
MORTENSEN GORDON C	8301 BASECK DR 20/139 LAS VEGAS NV	12512310025
MYERS STEVEN H & RENEE L	5908 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411005
NEJBAUER ISELA J	5544 AMBROSIA STREAM AVE LAS VEGAS NV	12512412017
NELSON ROBERT L & CONNIE R	6100 ACKERMAN AVE LAS VEGAS NV	12511803017
NEUHAUSER MICHAEL H & ANITA C	5912 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411004
NISH CASEY E	5912 TAYLOR VALLEY AVE LAS VEGAS NV	12512311001
NOZIK BRUCE A & RICHELLE L	5921 HUFF MOUNTAIN AVE LAS VEGAS NV	12512311012
OGDEN CHAD L & RANEE	8220 TURSI LODGE CT LAS VEGAS NV	12512311021
OJEDA KATHRYN KAY FAMILY TRUST	4545 N CHIEFTAIN ST LAS VEGAS NV	12511803007
OUTLEY EUGENE	8121 SOLEDAD CANYON ST LAS VEGAS NV	12512411002
OVERSON CORD & LEANN	8118 DENEVIN ST LAS VEGAS NV	12512412048
PARKS J P	5893 CASTLEBERRY PEAK PL LAS VEGAS NV	12512411037
PARKS JAMES M & TRICIA	5897 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411038
PATTERSON JAMES W & TERRI L	5908 AUDRIA FALLS AVE LAS VEGAS NV	12512411028
PECK FAMILY TRUST	8040 DENEVIN ST LAS VEGAS NV	12512412051
PEPPER CHRISTOPHER T & BRITTANEE	8308 SEDONA FLATS ST LAS VEGAS NV	12512311037
PITTSENBARGER TIMOTHY L	8225 TURSI LODGE CT LAS VEGAS NV	12512311027
PREWITT THOMAS L & JANET L	5892 TAYLOR VALLEY AVE LAS VEGAS NV	12512310015
RAPP STEVEN W & KATHY J LIV TR	5884 LONE RANCH AVE LAS VEGAS NV	12512410021
RAZZA ALAN C	8125 SOLEDAD CANYON ST LAS VEGAS NV	12512411003
REYNOLDS RICHARD P & ELLEN D	8109 SOLEDAD CANYON ST LAS VEGAS NV	12512410001
RICHARDS RONALD W & CONNIE	5904 TAYLOR VALLEY AVE LAS VEGAS NV	12512310017
ROH IN-SOO & YONG-JU	8093 SOLEDAD CANYON ST LAS VEGAS NV	12512410005
ROSSELL DARLENE	6325 MAGGIE AVE LAS VEGAS NV	12511704009
ROTH JEFFREY T & GINA M	8304 FULTON RANCH ST LAS VEGAS NV	12512310009
ROUBAL VICTOR J & CYNDEE L	5901 TAYLOR VALLEY AVE LAS VEGAS NV	12512310028
RUPARELIA KAUSHIK	3805 BELLA PALERMO WY LAS VEGAS NV	12511710028
SANCHEZ ANTHONY F III & ELAINE	8312 FULTON RANCH ST LAS VEGAS NV	12512310011
SCHOOL BOARD OF TRUSTEES	%B RODGERS 2832 E FLAMINGO RD LAS VEGAS NV	12512301005
SCHROCK FRED D	8224 FULTON RANCH ST LAS VEGAS NV	12512310007
SEYMORE DAVID M & MICHELLE R	5912 AUDRIA FALLS AVE LAS VEGAS NV	12512411027

Report of All Selected Parcels**Case Number:** VAR-18669**Printed On:** Thu: December 21, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Number</u>
SFERRAZZA MARIO	9516 CATALINA COVE CIR LAS VEGAS NV	12512412047
SHAVER ROBERT B & CAROL A	8213 SEDONA FLATS ST LAS VEGAS NV	12512311011
SIMMONS MARK R & GAIL A	5912 LONE RANCH AVE LAS VEGAS NV	12512410028
SIMMONS TRENT A & JENNIFER	5916 TAYLOR VALLEY AVE LAS VEGAS NV	12512311002
SMITH JESSIE LYNNE	8304 TURSI LODGE CT LAS VEGAS NV	12512311024
SNYDER TINA M	8308 FULTON RANCH ST LAS VEGAS NV	12512310010
SRODES SCOTT G & JENNIFER G	5913 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411042
STAPLETON LORI S	8124 WINCHESTER BLUFF ST LAS VEGAS NV	12512411012
STEPHENSON RANDALL J & NORMA S	8305 SEDONA FLATS ST LAS VEGAS NV	12512311006
STEVENSON VERNITA I & WILLIE JR	18326 DINA PL CERRITOS CA	12512311033
TASADO DAVID A & LISA M	8102 DENEVIN ST LAS VEGAS NV	12512412050
TAXPAYER	LAS VEGAS NV	12512310003
TEASE KEN & PATSY	1243 HIRSH AVE CALUMET CITY IL	12512410003
THOMPSON WASHINGTON	2439 LOSEE #1-C NO LAS VEGAS NV	12512411019
THREET JERRY A JR	5897 HUFF MOUNTAIN AVE LAS VEGAS NV	12512311018
TRESSLER NELSON L & CORAL S	5600 AMBROSIA STREAM ST LAS VEGAS NV	12512412018
TURCO JOHN M & CARRIE A	8316 FULTON RANCH ST LAS VEGAS NV	12512310012
USA	400 E STEWART AVE LAS VEGAS NV	12512301006
UYEHARA GLENN H	5885 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411035
VIGNAU MARCELLO	6101 RACEL ST LAS VEGAS NV	12511803008
VLASSOPOULOS PETER & CYNTHIA L	5900 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411007
VON SEYDEWITZ FREDERICK & MARY	5884 AUDRIA FALLS AVE LAS VEGAS NV	12512411034
VONRUEDEN PAUL R & INES E	5900 AUDRIA FALLS AVE LAS VEGAS NV	12512411030
WARD RODNEY W & LAURA E	5909 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411041
WARNER JACY D III	5892 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411009
WASSON KAREN L	5900 LONE RANCH AVE LAS VEGAS NV	12512410025
WATKINS FRANK I & CHERI L	5893 TAYLOR VALLEY AVE LAS VEGAS NV	12512310026
WEGNER KENNETH A	8221 TURSI LODGE CT LAS VEGAS NV	12512311028
WEISSE-THEURER CRYSTAL	P O BOX 73 INDIAN SPRINGS NV	12512412020
WHEATLEY DAVID B & PAMELA M	8039 DENEVIN ST LAS VEGAS NV	12512412026
WHITE CHARLES & BONNIE TRUST	5909 AUDRIA FALLS AVE LAS VEGAS NV	12512411025
WILLIAMS MARK A & PATRICIA J	8221 FULTON RANCH ST LAS VEGAS NV	12512310021

Report of All Selected Parcels

Case Number: VAR-18669

Printed On: Thu: December 21, 2006

<u>Owner</u>	<u>Address</u>	<u>Parcel Numbe</u>
YORK SHERMAN R & LANA K	5889 AUDRIA FALLS AVE LAS VEGAS NV	12512411020
YOUNG JEFFREY M & DAWN	5888 CASTLEBERRY PEAK AVE LAS VEGAS NV	12512411010

Neighborhood Services List



Separator Sheet

City of Las Vegas - Planning and Development Department.

Development Notification

PC Meeting: January 25, 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:

VAR-18669

Iron Mountain Estates HOA

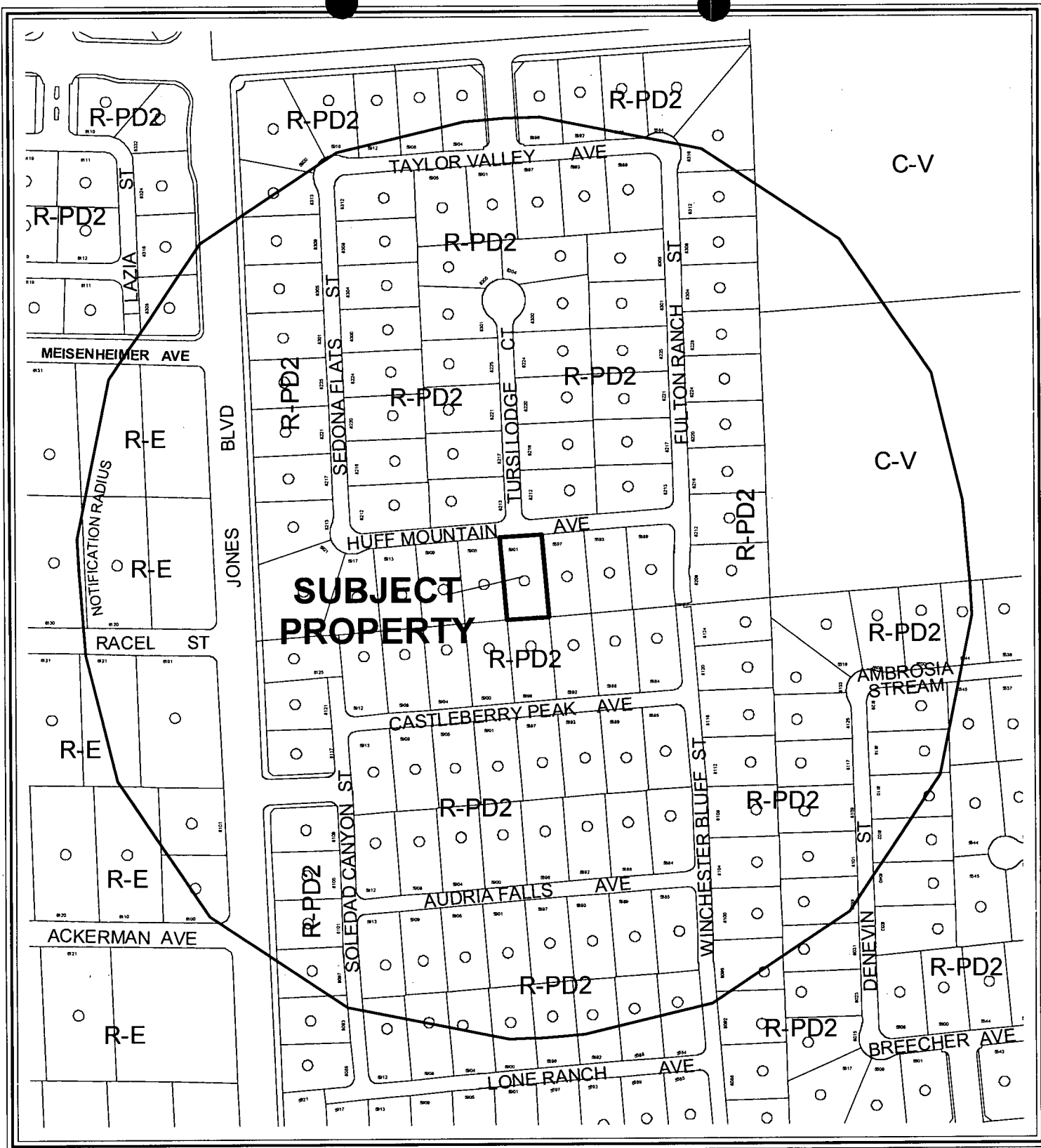
Lamplight Manor at Iron Mountain Ranch HOA

Lone Mountain Citizens Advisory Council

Public Hearing Notice



Separator Sheet

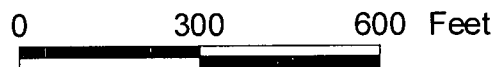


CASE: **VAR-18669**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)



NOTICE OF PUBLIC HEARING

VARIANCE

MEETING: PLANNING COMMISSION
DATE: JANUARY 25, 2007
TIME: 6:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

VAR-18669

APPLICANT/OWNER: TODD MORIN - REQUEST FOR A VARIANCE TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET AT 5901 HUFF MOUNTAIN AVENUE (APN 125-12-311-017), R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) ZONE, WARD 6 (ROSS).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 12, TOWNSHIP 19 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>.



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

SEE LOCATION MAP ON REVERSE SIDE

Affidavit of Sign Posting

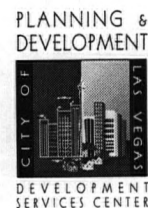


AFFIDAVIT OF SIGN POSTING

Separator Sheet



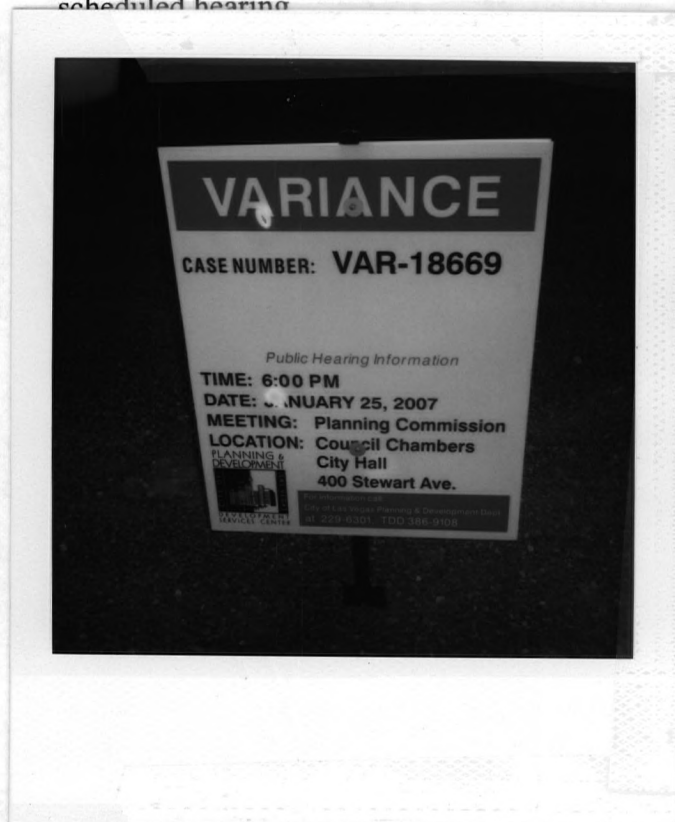
CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT

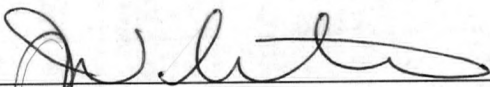


CASE NUMBER: VAR-18669

MEETING DATE: 01/25/07 PC

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing.




Signature

1-13-07
Date

This affidavit must be returned to the Planning and Development Department, Current Planning Division, located at 731 South 4th Street during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission, Hearings Officer or City Council.

