

Comments



Separator Sheet

SDR FILE

> 5901 Huff Mountain

DRT MEETING INFORMATION SHEET

APN: 125.12.311.017

CASE #: SUP 18671

General Information	
Zoning:	R-PD2: RES. PLANNED DEV. 2 UNITS/ACRE
General Plan Designation:	DR: DESERT RURAL
Special Districts/ Overlay Zones:	NORTHWEST OPEN SPACE PLAN
Neighborhood Plan:	
Master Planned Community:	CENTENNIAL HILLS IRON MOUNTAIN RANCH MASTER PLAN
Previous Approvals/Cases:	2-0016-98, 2-0016-98,
Existing Structure – Date of Construction:	2004
Building Permit History:	2006 - DETACHED GARAGE # 06006237
Business License History:	
On-Site Billboards:	
Adjacent Approvals:	
SDR's	
Waivers Required:	
Zoning Compliance:	
Parking Compliance:	
Tentative Maps	
Approval Date of SDR:	
Consistency with Approved SDR:	
Retaining Walls:	
Perimeter Walls:	
SUP's	
Consistency with Required Conditions:	

* Check what we approved. Building Permits.

Building Permit

App. # 752035

Bldg. Permit # 6006237

Issued 10/3/2006

What was approved by
Building Permits?

→ M-094-06
540

Approved
in
Building
Permit

[22'

U-0109-01

U-0060-88

U-0090-78

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 *BSA*
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: **SUP-18671** Todd Morin 5901 Huff Mountain Ave.
Request for a Special Use Permit for a proposed non-habitable structure

COMMENTS:

We have no comment on the Special Use Permit application to allow a proposed non-habitable accessory structure 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			
☒	☐	<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): \$500 \$300 \$ Total = \$800.00			
☒	☐	Statement of Financial Interest			
☐	☒	Development Impact Notice and Assessment (DINA)			
☐	☒	Project of Regional Significance			
SITE PLAN Folded Plans: 18 Rolled/Colored Plans: 1					
☒	☐	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: _____			
☐	☒	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: 0 Rolled/Colored Plans: 0					
☐	☒	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: Rolled/Colored Plans:					
☒	☐	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 all 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: Rolled Plans: 0					
☒	☐	11" x 17" min. to 24" x 36" max. page size		NO FLOOR PLAN REQ'D. A Reed	
☒	☐	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: SPECIAL USE PERMIT ACCESSORY STRUCTURE
 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

☐

Meeting

☐

Telephone

☐

Conversation Record

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

Project Name _____

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

Name

Company/Department

Phone

FAX

☐

see Meeting Attendance Sheet

Comments: _____

Justification Letter



Separator Sheet

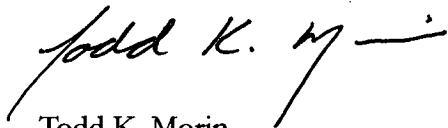
November 28, 2006

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

SUP-18671
01/25/07 PC

RECEIVED
DEC 12 2006

Application



Separator Sheet



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT
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

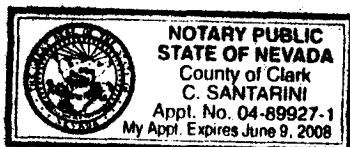
C. Santarini

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	<u>SVP-18671</u>
Meeting Date:	<u>1-25-06</u>
Total Fee:	<u>800.00</u>
Date Received:*	<u>12/12/2006</u>
Received By:	<u>John A. Hall</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.



RECEIVED
DEC 12 2006

Deed



Separator Sheet

2
Escrow No LV-112-2096189 JV
RPTT \$ 1,756.95
APN 125-12-311-017

WHEN RECORDED, MAIL TO AND SEND TAX
STATEMENTS TO

Todd and Jacqueline Morin
5901 Huff Mountain Avenue
Las Vegas, Nevada 89131

SPACE BEL
ONLY

CLARK COUNTY, NEVADA
FRANCIS DEANE, RECORDER

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY OF

Ac 25-2004 P# 1 CAP

DEAN'S RECORDS

BLD INSTR 20040805-01355

PAGE COUNT: 7

22.00
1,756.95

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 recordation 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 2000052, as Instrument No. 01439, (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 lie 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

RECEIVED
DEC 12 2006

20040205
01355

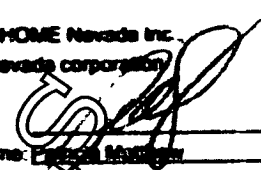
including, but not limited to, those set forth in the Declaration and as otherwise described in Exhibit B attached hereto

- 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 28 day of Jan.
2004

KB HOME Nevada Inc.
a Nevada corporation

By: 
Name: Patricia Mathew

STATE OF NEVADA

COUNTY OF CLARK

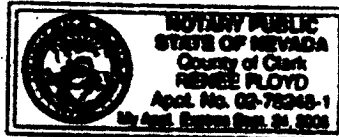
This instrument was acknowledged before me on

1/28/04
Patricia Mathew

as Authorized Agent of KB HOME Nevada Inc., a Nevada corporation.

Renée Floyd
Notary Public

My commission expires: 7/28/06



RECEIVED
DEC 12 2006

20040205
01355

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 this 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 38.360. 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

RECEIVED
DEC 12 2006

70041205
11/13/03

Defect Act) bodily injury or wrongful death, nondisclosure, misrepresentation, fraud, emotional distress, monetary damages, rescission of any agreement, enforceability of this 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 dam(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 dam(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 with 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; in 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.

(2) Arbitration shall be initiated by the filing by either party of a written Demand for Arbitration with the AAA and concurrently making 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.

RECEIVED
DEC 12 2006

7744735

(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

RECEIVED
DEC 12 2006

77041735
111333

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 (ii) 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 this 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: 12/11/06

"GRANTEE"

Todd K. Morin
TODD K. MORIN

Jacqueline E. Morin
JACQUELINE E. MORIN

RECEIVED
DEC 12 2006

200409205
01335

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on 1/25/04 (date), by TODD K. MORIN and JACQUELINE E. MORIN (names) as notary (title) of First American Title (name of company or individual represented).

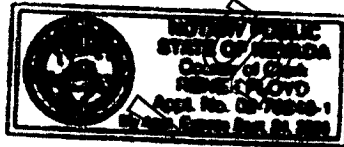
[Signature]

(Signature of Notarial officer)

Notary

(Title and rank (optional))

(My commission expires 9/24/06)



ASSESSOR

RECEIVED
DEC 12 2006

70448285
01333

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

ASSESSOR

112-2096189

6

RECEIVED
DEC 12 2006

Exhibit "B"

1. Covenants, conditions, restrictions, easements, 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 defeat 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. 02437 of Official Records.

Declaration of Association Provision

- The recordation of this Deed shall constitute and effectuate the association 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 - 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 all 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

RECEIVED
DEC 12 2006

SOFI



Separator Sheet

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-18671** 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:

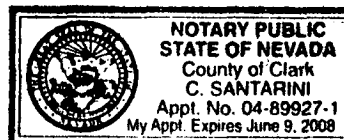
Print Name:

TODD K. MORIN

Subscribed and sworn before me

This 10 day of December, 2006

Notary Public in and for said County and State



DECEIVED
Statement of Financial Interest.doc
DEC 12 2006

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

0 50 100 200 400 600 800

MAP LEGEND

AVERAGE QA VALUE 35

— PARCEL BOUNDARY
— SUBD BOUNDARY
- - - ROAD EASEMENT
- - - PM/LD BOUNDARY
- - - NON-PARCEL LOT LINE
- - - MATCH LINE / LEADER LINE
SSA ROAD ID NUMBER

001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 25-12 PLAT-RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GL5 GOV. LOT NUMBER

BOOK T19S R60E

SEC 12

TWP N 2 SW 4

RANGE 125-12-3

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

Scale: 1"=200' Rev: 08/13/04

CLARK COUNTY, NEVADA



SUP-18671
01/25/07 PC

TAX DIST 200

Hansen Sheet



Separator Sheet

City of Las Vegas400 Stewart Ave
Las Vegas, NV 89101-2927**SUP Application****Report Date** 12/12/2006 12:11 PM**Submitted By** Robert Summerfield

Page 1

A/P # 18671 **SPECIAL USE PERMIT****Application Information****Stages**

	Date / Time	By		Date / Time	By
Processed	12/12/2006 09:18	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

SUP-18671 - SPECIAL USE PERMIT RELATED TO VAR-18669 - PUBLIC HEARING - APPLICANT/OWNER: TODD MORIN - Request for a Special Use Permit TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE 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 #	18671	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	Organization
Mailing Address 5901 HUFF MOUNTAIN AVE		State/Province NV
City LAS VEGAS		Country
ZIP/PC 89131-2056		☐ 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**SUP Application****Report Date** 12/12/2006 12:11 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 (SUP)**Modified By** JMCLELLAND**Modified Date/Time** 12/12/2006 09:15**Comments**

Submittal checklist listed on only 1 folded building elevation, no floor plans (shell only).

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y Pre-Application Conference Checklist

Y Application/Petition Form

Y Deed and Legal Description

Y Justification Letter

Y Assessors Parcel Map

N DINA (Not Always Required)

Y Site Plan (19 Folded Blue Lines, 1 Rolled Colored)

N Floor Plan, If Applicable (1 Folded, 1 Rolled)

Y Laser Print Site Plan

Y Laser Print Floor Plan

Y Statement of Financial Interest

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

No Conditions

City of Las Vegas

400 Stewart Ave
Las Vegas, NV 89101-2927

SUP Application

Report Date 12/12/2006 12:11 PM

Submitted By Robert Summerfield

Page 3

SPECIAL USE PERMIT

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

Type of Use

ACCESSORY STRUCTURE, NON-HABITABLE

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			
JMCCELLAND	12/12/2006		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	984053	12/12/2006 09:29		0.00
TODD MORIN, VISA, 429-6436					

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

SUP-18671 - SPECIAL USE PERMIT RELATED TO VAR-18669 - PUBLIC HEARING -
APPLICANT/OWNER: TODD MORIN - Request for a Special Use Permit FOR A NON-HABITABLE
ACCESSORY STRUCTURE 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*

SUP-18671

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	RICK SCHROEDER	DSC

SENT VIA COURIER/ INTER-OFFICE MAIL/ OR US 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>**

SUP & SNC
12/12/2006

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:

SUP-18671

Iron Mountain Estates HOA

Lamplight Manor at Iron Mountain Ranch HOA

Lone Mountain Citizens Advisory Council

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 – SPECIAL USE PERMITS
SUP-18440, SUP-18637, SUP-18655, SUP-18671, SUP-18685, SUP-18695,
SUP-18821 and SUP-19004

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 Special Use Permits:

SUP-18440 - APPLICANT/OWNER: BERNARD P. AND DELORES T. BENEDETTO - Request for a Special Use Permit FOR A PROPOSED HABITABLE ACCESSORY STRUCTURE at 8260 Point Given Street (APN 125-11-711-005), R-E (Residence Estates) Zone, Ward 6 (Ross), LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

SUP-18637 - APPLICANT/OWNER: DAN MARTINEZ - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Weekly), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

SUP-18655 - APPLICANT: T-MOBILE USA, INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

SUP-18671 - APPLICANT/OWNER: TODD MORIN - Request for a Special Use Permit FOR AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE 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.

SUP-18685 - APPLICANT: VEGAS CASH - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT; A WAIVER OF THE 1,000 FOOT DISTANCE SEPARATION REQUIREMENT FROM 2 FINANCIAL INSTITUTIONS - SPECIFIED, A WAIVER OF THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM A PARCEL ZONED FOR RESIDENTIAL USE, AND A WAIVER OF THE MINIMUM SQUARE FOOTAGE REQUIREMENT at 4923 Alta Drive (APN 138-36-701-018), C-2 (General Commercial) Zone, Ward 1 (Tarkanian), LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

SUP-18695 - APPLICANT: BRIGITTE WELLES - OWNER: LEWIS CENTER PARKING, LLC - Request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE at the northeast corner of Casino Center Boulevard and Lewis Avenue (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese), LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

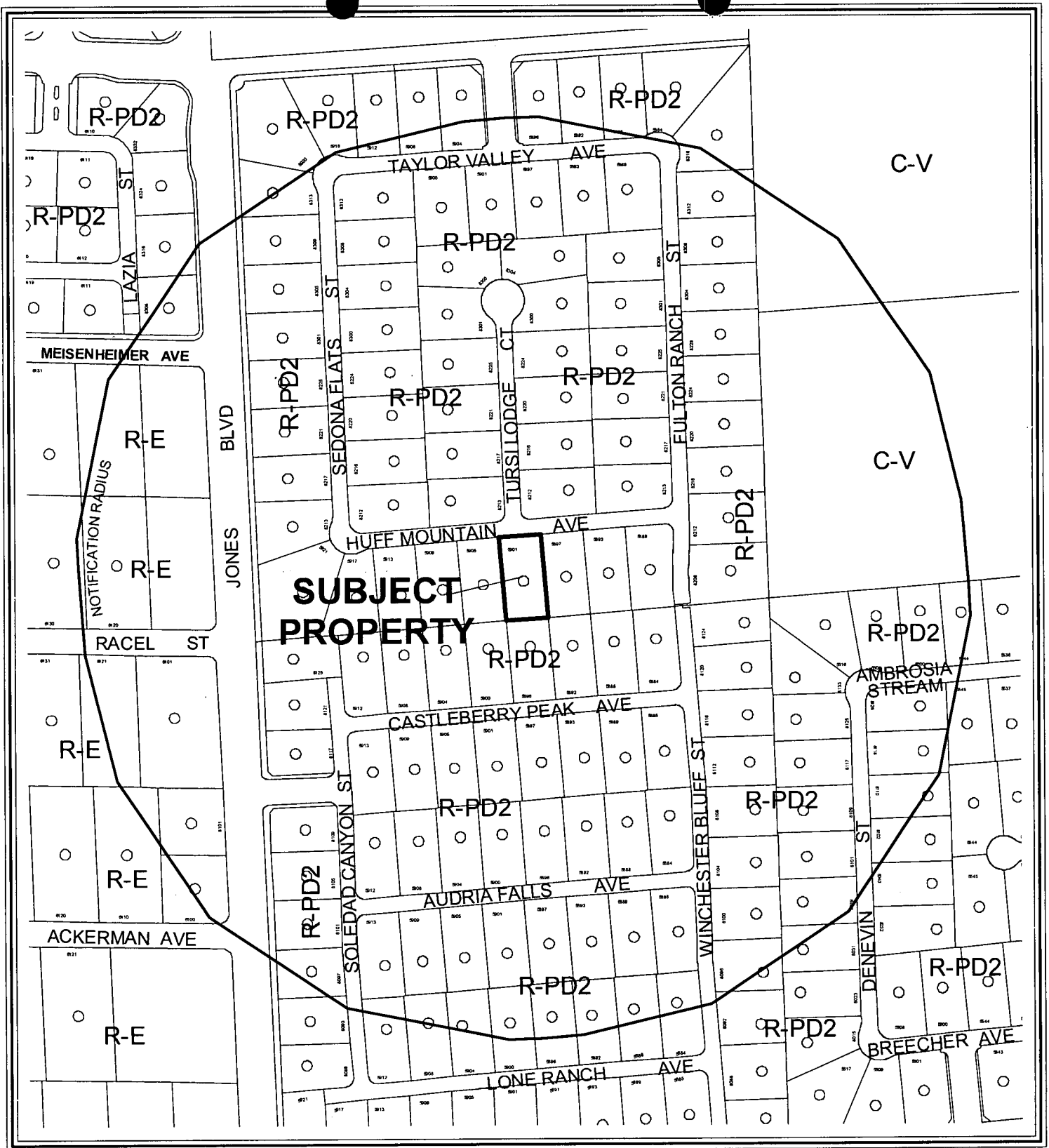
SUP-18821 - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown), 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.

SUP-19004 - APPLICANT: NEVADA HAND - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 90-UNIT, THREE-STORY AND 39 FOOT HIGH ASSISTED LIVING APARTMENT COMPLEX at the southwest corner of North Decatur Boulevard and Deer Springs Way (APN 125-24-701-040), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone, Ward 6 (Ross), LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

Public Hearing Notice



Separator Sheet



CASE: SUP-18671

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

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

0 300 600 Feet



NOTICE OF PUBLIC HEARING

SPECIAL USE PERMIT

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

SUP-18671

APPLICANT/OWNER: TODD MORIN - REQUEST FOR A SPECIAL USE PERMIT FOR AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE 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 objection thereto or approval thereof with the Planning and Development Department, Current Planning Division, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. This request may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after discussion of the item. You will 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

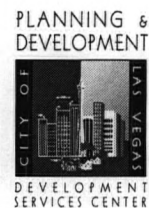
Affidavit of Sign Posting



Separator Sheet



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT

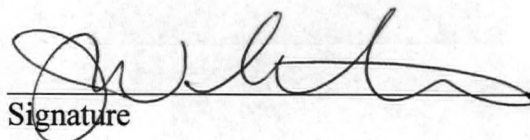


CASE NUMBER: SUP-18671

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




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.

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: SUP-18671 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 21, 2007
RELATED TO VAR-18669

Dear Mr. Morin:

The City Council at a regular meeting held February 21, 2007 APPROVED the request for a Special Use Permit FOR AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE 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. Conformance to the conditions for Variance (VAR-18669) if approved.
2. This approval shall be void one year from the date of final approval, unless a final inspection has been issued for the accessory structure on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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: SUP-18671 - SPECIAL USE PERMIT

Dear Mr. Morin:

Your request for a Special Use Permit FOR AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE 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. Conformance to the conditions for Variance (VAR-18669) if approved.
2. This approval shall be void one year from the date of final approval, unless a final inspection has been issued for the accessory structure on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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: SUP-18671 - SPECIAL USE PERMIT

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

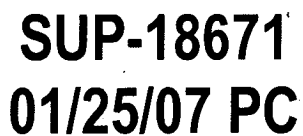


Plans (PMT)



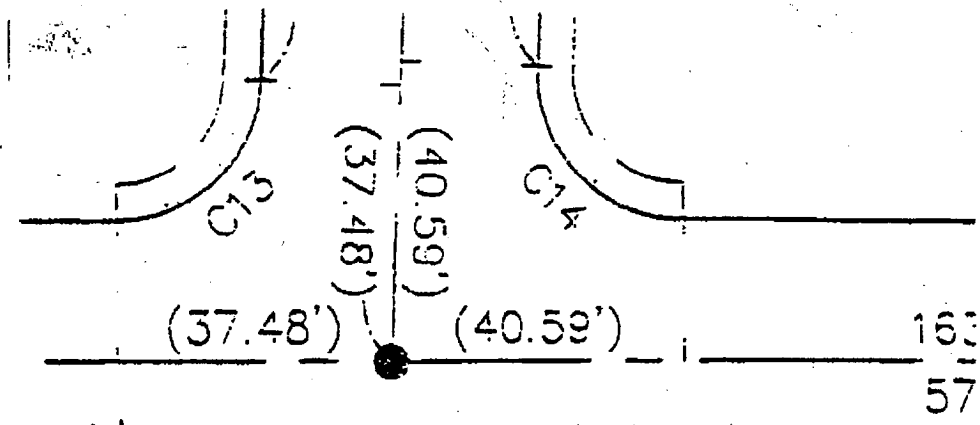
Separator Sheet

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

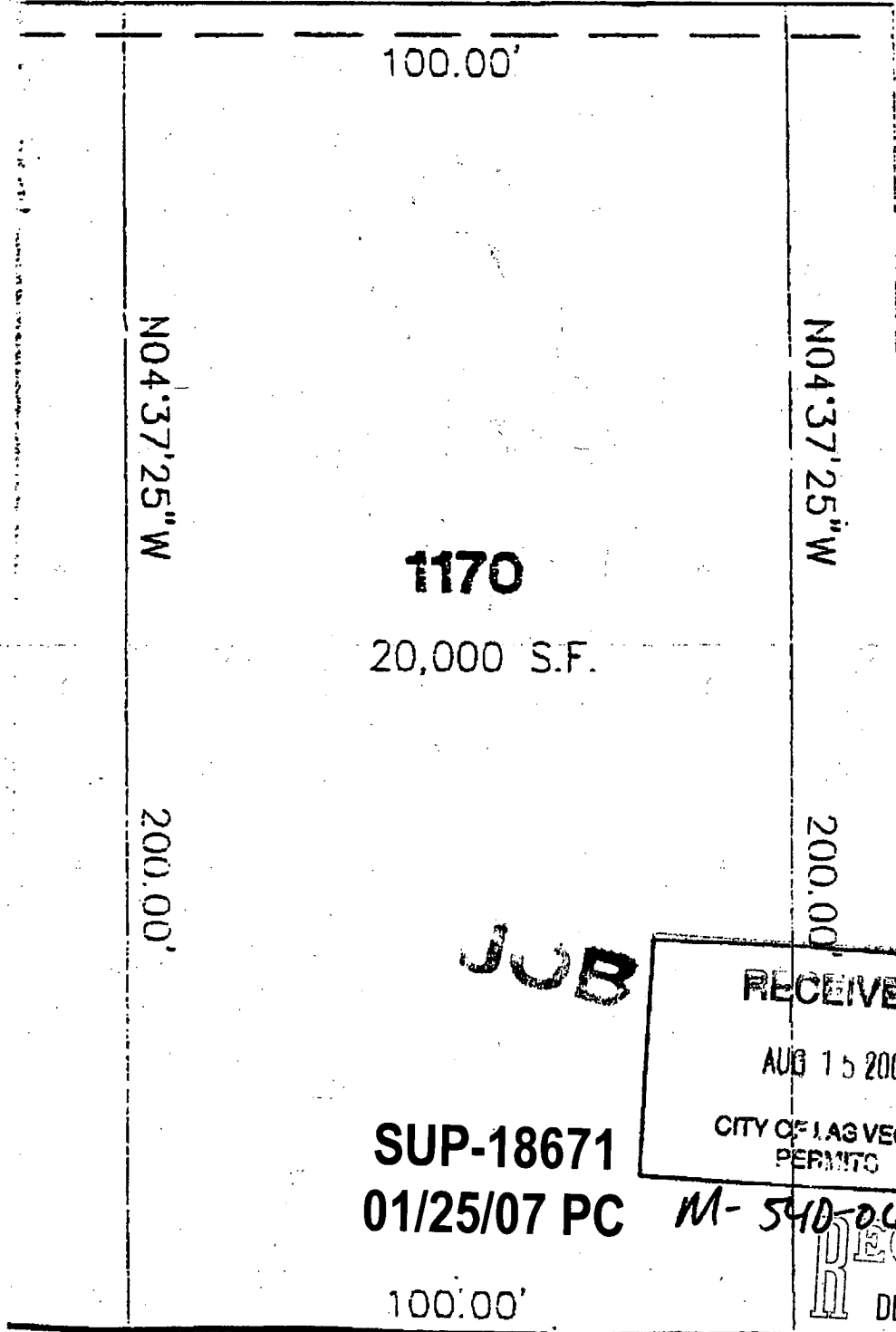


JOB

RECEIVED
M-540-06
DEC 12 2006



HUFF MOUNTAIN AVE



1170

20,000 S.F.

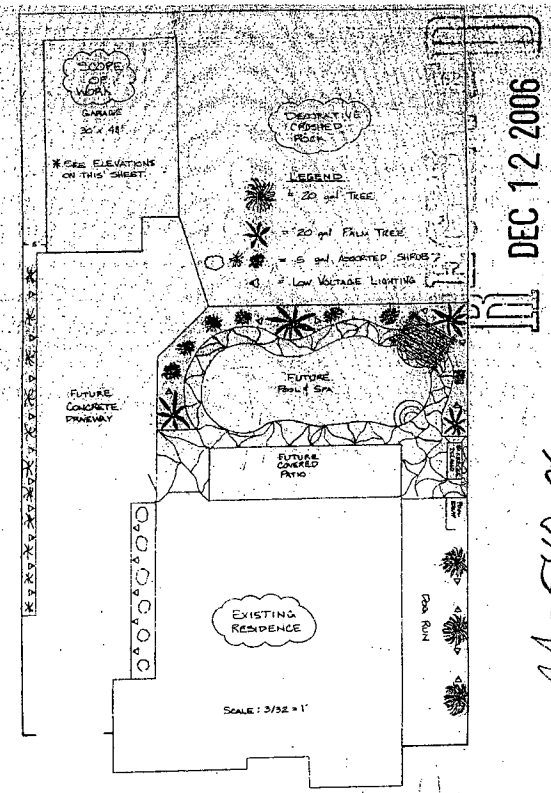
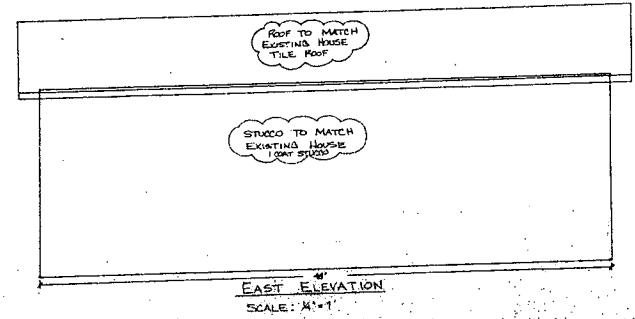
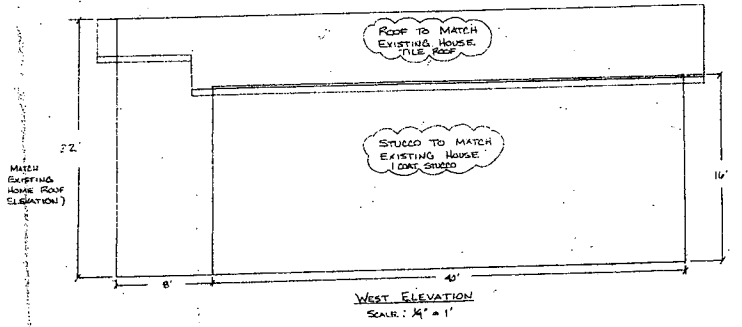
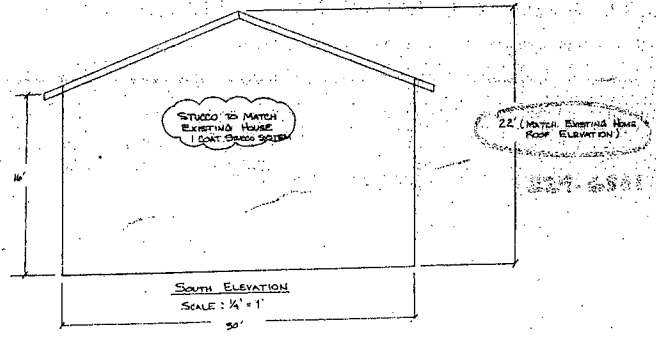
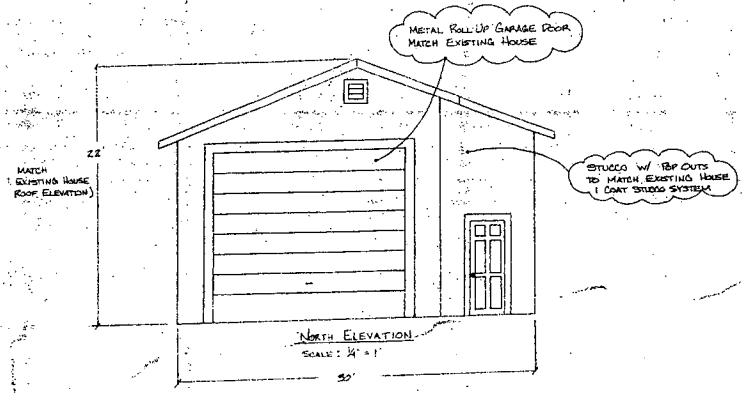
JOB

SUP-18671
01/25/07 PC

RECEIVED
AUG 15 2006
CITY OF LAS VEGAS
PERMITS

M-540-06

RECEIVED
DEC 12 2006



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

Seal of the City of Las Vegas
City of Las Vegas
City Engineer
Date: 11/15/06

PLANS APPROVED
ARCHITECTURAL
DATE: 11/15/06
CITY OF LAS VEGAS
CITY ENGINEER

RECEIVED
NOV 15 2006
CITY OF LAS VEGAS
CITY ENGINEER

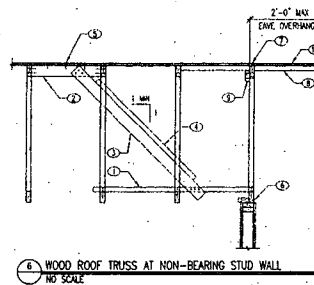
TOPP & JAVIE MORAN
5801 W. WILLOW AVE
LAS VEGAS, NV 89111
OWNER / BUILDER
Date: 11/15/06
MORIN RESIDENCE
DETACHED GARAGE &
BACK YARD LANDSCAPE /
POOL DESIGN

DEC 12 2006

M-540-06

SUP-18671
01/25/07 PC

RECEIVED
DEC 12 2006



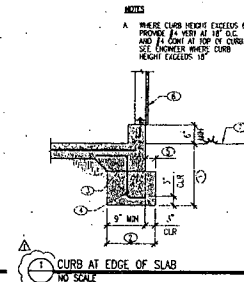
1 WOOD ROOF TRUSS AT NON-BEARING STUD WALL
NO SCALE

- ALTERNATES**
1. DANG BRACE MAY BE INSTALLED BY SECURING TRUSS TO WALL BY TRUSS NAIL, PROVIDED DANG BRACING PER ALTERNATE (1) LOCATED TO TWO TRUSS STUD WALL.
 2. (2) SHAPRON CLIP CLIPS MAY BE USED TO FASTEN DANG BRACE TO WALL IN LIEU OF PLATE BLOCK PER ALTERNATE (1).

- REMARKS CONTINUED**
7. BOUNDARY FASTENERS
 8. 2x4 PLAT OUTSIDERS AT 4'-0" O.C. AND WHERE PLATE OVERHANG IS LESS THAN 1'-0". PROVIDE OUTSIDERS AT 24" O.C. WHERE PLATE OVERHANG IS EQUAL TO OR MORE THAN 1'-0". OUTSIDERS ARE NOT REQUIRED WHERE PLATE OVERHANG IS LESS THAN 8".
 9. CORN 2x4 BENEATH OUTSIDER TO BE AT 8" O.C. TO TRUSS TOP PLATE AND (2) 1x6 AT EACH TRUSS JOINT. PROVIDE NOTED IF TRUSS JOINT PROVIDES CORNER FOR CORNER.
 10. APA RATED 15/30 6-C PLUMBED PLYWOOD HEAD UP TO BE.

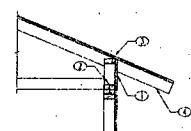
- NOTES**
1. BUCKER BRACING MAY BE INSTALLED AS NOTED TO PROVIDE STIFFNESS TO TRUSS AT JOINT OF CEILING ADJACENT TO WALL.

- REMARKS**
1. 2x4 PLAT BLOCK AT 4'-0" O.C. MAX W/ (2) 2x4 AT EACH TRUSS TOP. LOCATED TO TWO TRUSS STUD WALLS AS SHOWN.
 2. 2x4 OUTSIDER BLOCK AT 4'-0" MAX 10'-0" MAX W/ BLOCK PER ALTERNATE (1) FASTEN BLOCK TO TRUSS TOP CHORD AT EACH END W/ MIN (2) 1x6.
 3. 2x4 CHORD BRACE W/ (3) 1x6 EACH END.
 4. PROVIDE CORN 2x4 BENEATH OUTSIDER BLOCK WHERE LENGTH OF CHORD BRACE IS LESS THAN 1'-0". PROVIDE 1x6 TO TOP OF OUTSIDER OF CHORD BRACE W/ 24" O.C. 1x6. CHORD BRACE MAY BE UP TO 24" SUPPORT FROM CHORD BRACE AT EA END.
 5. BOUNDARY FASTENERS SHOWN ALONG LENGTH OF BLOCKING.
 6. FASTEN TRUSS TO TOP PLATE W/ (2) 1x6 AT 8" O.C. MAX AND 1x6 AT 48" O.C. MAX, END ON PLATE.



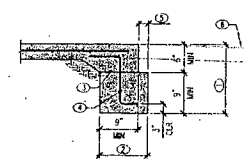
2 CURB AT EDGE OF SLAB
NO SCALE

- REMARKS**
1. 2x4 FOOTING UNDERMENT PER PLAN OR COR.
 2. FOOTING SIZE AND PERFORMING PER PLAN (17) AND (18).
 3. BOUNDARY HEADS COULD JOINT AT ALTERNATE TWO-POUR FOOTING.
 4. AT ALTERNATE TWO-POUR FOOTING, PROVIDE 1x6 JOINTS AT 48" O.C. PROVIDE (2) AT CORNERS AND BOUNDARY HEADS AS OCCURS.
 5. WOOD STIFF FOOTING FOR FORM STIFF AT CONSTRUCTION'S OPTION.
 6. SLAB WALL AND ANCHORAGE TO FOUNDATION AS OCCURS PER PLAN.
 7. FORM BRACE OR EXTERIOR SLAB AS OCCURS.



3 HIGH HELED ROOF TRUSS AT STUD WALL
NO SCALE

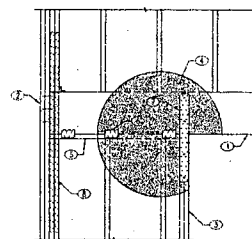
- REMARKS**
1. SHEAR PANEL BLOCKING PER TYPICAL DETAIL.
 2. MIN (4) 1x6 PER CLUMP TO TOP PLATE.
 3. BOUNDARY FASTENERS
 4. EXTEND TRUSS TAILS PER ARCH AS OCCURS.



4 DEPRESSIONED SLAB EDGE AT EXTERIOR SLAB
NO SCALE

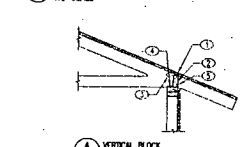
- REMARKS**
1. MIN FOOTING UNDERMENT PER PLAN OR COR.
 2. FOOTING SIZE AND PERFORMING PER PLAN (17) AND (18).
 3. BOUNDARY HEADS COULD JOINT AT ALTERNATE TWO-POUR FOOTING.
 4. AT ALTERNATE TWO-POUR FOOTING, PROVIDE 1x6 JOINTS AT 48" O.C. PROVIDE (2) AT CORNERS AND BOUNDARY HEADS AS OCCURS.
 5. WOOD STIFF FOOTING FOR FORM STIFF AT CONSTRUCTION'S OPTION.
 6. OPENING ON OTHER EXTERIOR FOOTING AS OCCURS.

APPROVED
CITY COUNCIL DATE: 2/21/07
PLANNING COMMISSION DATE: 1/25/07
BY: _____
PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

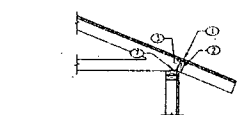


5 EXTENDED GARAGE HEADER AT SHEAR WALL
NO SCALE

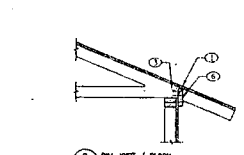
- REMARKS**
1. BOUNDARY FASTENERS
 2. SOLID 2x BLOCKING BETWEEN TRUSSES
 3. 2x BLOCKING LAMB PLAT WHERE TRUSS OCCURS. MAX FREQUENCY EVERY THIRD BLOCK.
 4. CLIP EACH BLOCK TO TOP PLATE W/ ASD.
 5. (2) 1x6 TRUSSES PER BLOCK.
 6. 2x4 BUCKER W/ (3) 1x6 EACH BLOCK TO TOP PLATE. MINOR LAMB VENT BLOCKING. PROVIDE SHAPRON AIS CLIP AT EACH TRUSS BLOCK. AT CORNERS WHERE TRUSS DOES NOT OCCUR, USE CORN 2x4 JOINT BY 2x4 WALL AT 8" O.C. END TOP PLATE AND (2) 1x6 NAILS INTO END OF TRUSSES.
 7. CLIP EACH BLOCK TO TOP PLATE W/ ASD. PROVIDE (2) AT CORNERS AND BOUNDARY HEADS AS OCCURS.



6 VERTICAL BLOCK



7 SLOPED BLOCK

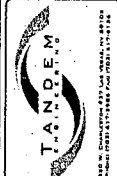


8 PIN JOINT / BLOCK

- REMARKS**
1. BOUNDARY FASTENERS
 2. SOLID 2x BLOCKING BETWEEN TRUSSES
 3. 2x BLOCKING LAMB PLAT WHERE TRUSS OCCURS. MAX FREQUENCY EVERY THIRD BLOCK.
 4. CLIP EACH BLOCK TO TOP PLATE W/ ASD.
 5. (2) 1x6 TRUSSES PER BLOCK.
 6. 2x4 BUCKER W/ (3) 1x6 EACH BLOCK TO TOP PLATE. MINOR LAMB VENT BLOCKING. PROVIDE SHAPRON AIS CLIP AT EACH TRUSS BLOCK. AT CORNERS WHERE TRUSS DOES NOT OCCUR, USE CORN 2x4 JOINT BY 2x4 WALL AT 8" O.C. END TOP PLATE AND (2) 1x6 NAILS INTO END OF TRUSSES.
 7. CLIP EACH BLOCK TO TOP PLATE W/ ASD. PROVIDE (2) AT CORNERS AND BOUNDARY HEADS AS OCCURS.

PLANS APPROVED
STRUCTURAL
APPROVED BY: _____
DATE: 1-25-07
BY: _____
DATE: 2-21-07

RECEIVED
DEC 12 2006
CITY OF LAS VEGAS
PLANNING



MORIN RESIDENCE DETACHED GARAGE
5001 HEELED MOUNTAIN AVE
LAS VEGAS, NV 89131

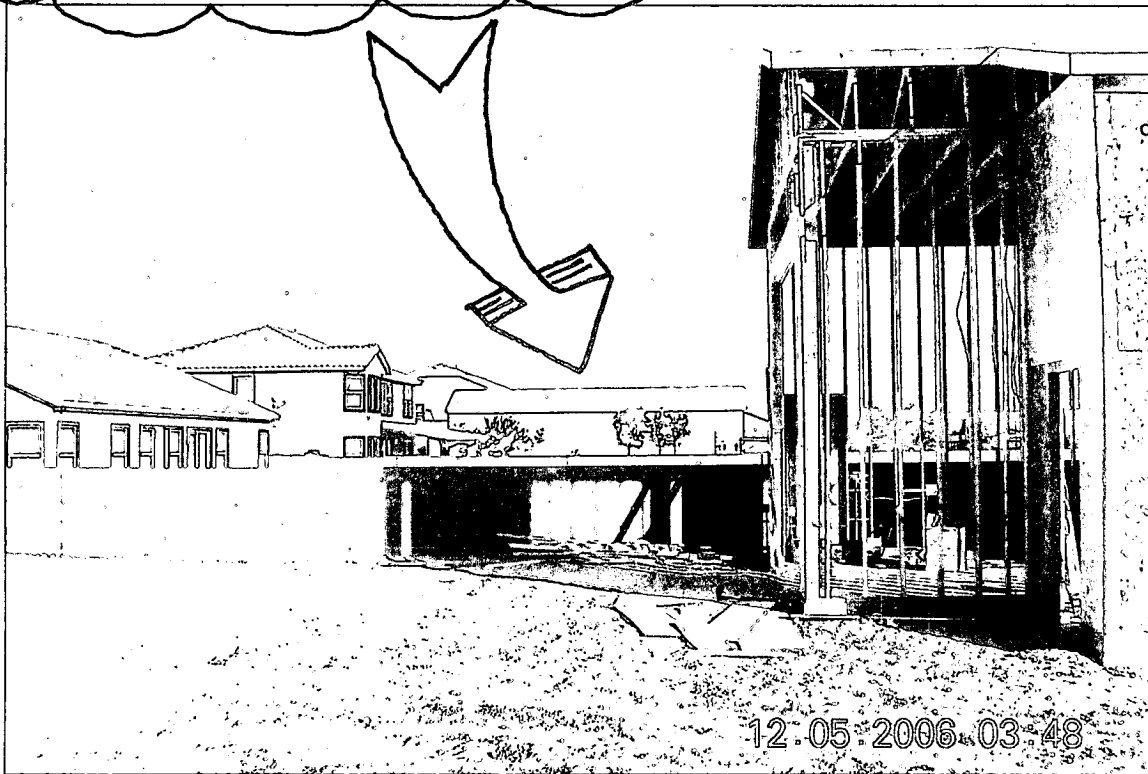
NO.	DATE	DESCRIPTION
1	1/25/07	FOUNDATION AND FRAMING DETAILS
2	2/21/07	FOUNDATION AND FRAMING DETAILS
3	2/21/07	FOUNDATION AND FRAMING DETAILS
4	2/21/07	FOUNDATION AND FRAMING DETAILS
5	2/21/07	FOUNDATION AND FRAMING DETAILS
6	2/21/07	FOUNDATION AND FRAMING DETAILS
7	2/21/07	FOUNDATION AND FRAMING DETAILS
8	2/21/07	FOUNDATION AND FRAMING DETAILS
9	2/21/07	FOUNDATION AND FRAMING DETAILS
10	2/21/07	FOUNDATION AND FRAMING DETAILS

CHECKED BY: _____
DATE: 2-21-07
PROJECT: SUP-18671
SHEET: S2.1

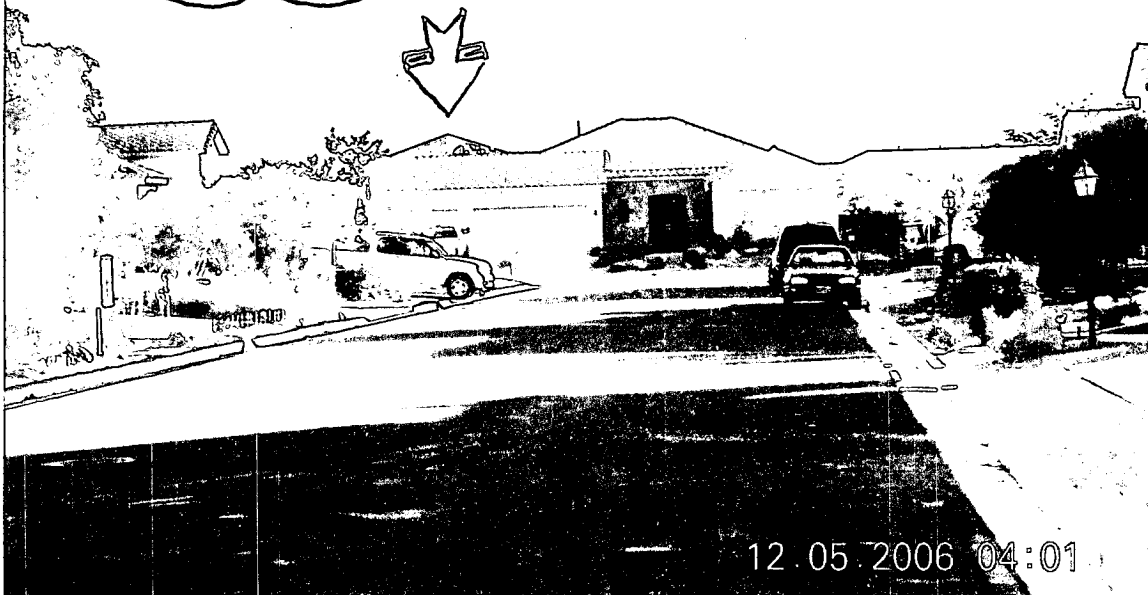
CC Approved
CC 2/21/07

SUP-18671
01/25/07 PC

22' HIGH DETACHED RV GARAGE
AT 5889 HUFF MNT AVE



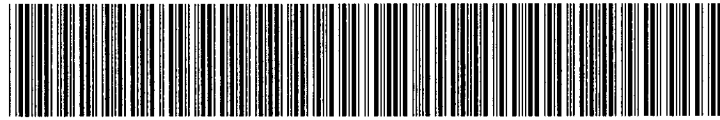
ROOF PEAK OF
DETACHED RV GARAGE



MORIN RESIDENCE AT 5901 HUFF MNT. RECEIVED

DEC 26 2006

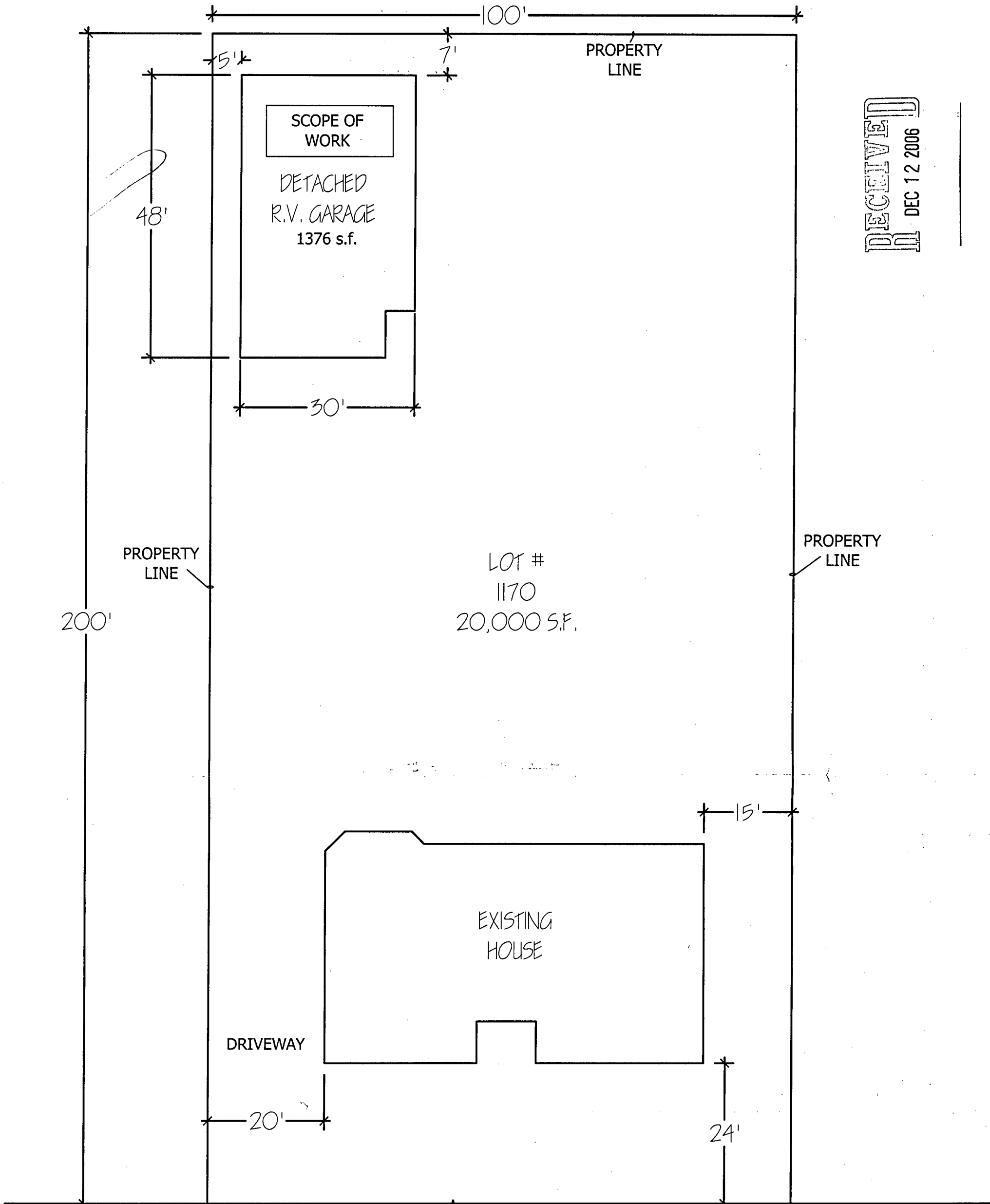
Plans (Approved Site Plan)



PLANS - APPROVED SITE PLAN

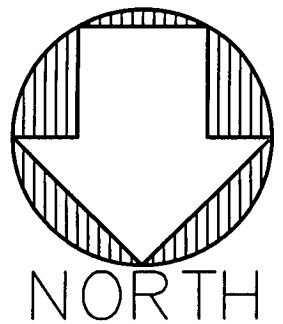
Separator Sheet

RECEIVED
DEC 12 2006



HUFF MOUNTAIN AVE.

APPROVED
CITY COUNCIL DATE: 2/2/07
PLANNING COMMISSION DATE: 1/25/07
BY: *[Signature]*
PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS



MORIN RESIDENCE 12/11/06 - ZONE VARIANCE
SCALE: 1/16" = 1'-0" SUP-18671
VAR-18669
01/25/07 PC REQUEST
CC02/21/07 CC Approved

