



April 5, 2012

LAS VEGAS CITY COUNCIL

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ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Richard L. Hinckley
College of Southern Nevada
Office of General Counsel
6375 West Charleston Boulevard
Las Vegas, Nevada 89146

**RE: DIR-44484 - DIRECTOR'S BUSINESS
CITY COUNCIL MEETING OF APRIL 18, 2012**

Dear Mr. Hinckley:

Please be advised the City Council at its regular meeting on **April 18, 2012** as referred to above, will consider your request. This meeting will be held at 1:00 P.M. at the Council Chambers of City Hall, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Thursday, April 12, 2012** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Flinn Fagg".

Flinn Fagg, AICP
Director
Department of Planning

FF:clb

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

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www.lasvegasnevada.gov



3/21 CC

Report Date 01/30/2012 02:14 PM

Submitted By

Page 1

A/P # 44484 DIRECTORS BUSINESS

Property/Site Information

Parcel
Location

Owner/Tenant

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12517401006

Review Activities Review # Comments	Review Type	#	Status	Waived	issued	Started	Completed	Comp By
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Activity Review Details

No Activity Review Details

Check Conditions Condition Supervisor Required	Approval	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
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No Conditions

Planning Condition	Description	Effective	Expire	Comments
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There is no planning condition for this project.

DIRECTOR'S BUSINESS

Y Will this go to City Council?

Hearing Type

Y Will this go DIRECTLY to City Council?

Public, Non-Public, or Admin NON-PUBLIC

Type of Director's Business DEVELOPMENT AGREEMENT

Staff Recommendation APPROVAL

Meeting Information

Report Date 01/30/2012 02:14 PM

Submitted By

Page 2

Meeting Information

Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	NO Votes	ABSTENTIONS
03/21/2012	CC	SCHEDULED				
FSOLIS	01/30/2012	FSOLIS	01/30/2012	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

983052

SOLIS III

ALFREDO

x5409

Log
Action
Comments

Description

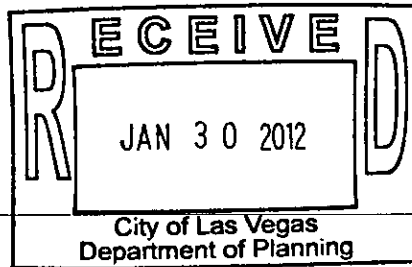
Entered By

Start

Stop

Hours

No Log Entries



For Vice President
Finance & Administration Division
Charleston Campus
Sort Code W32E
6375 West Charleston Boulevard
Las Vegas, NV 89146-1164

702.651.5667
fax: 702.651.5825

January 11, 2012

City of Las Vegas
400 Stewart St.
Las Vegas, Nevada 89101

Re: Amended Development Agreement between the City of Las Vegas and the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada dated Feb. 3, 2010; CSN's Northwest Campus

Mayor, City Council, City Managers & Staff:

Pursuant to Section Eleven of the Amended Development Agreement referenced above, the College of Southern Nevada ('College') hereby submits its periodic report documenting the material compliance with the terms of this Agreement during the preceding twenty-four months. This Report is complementary to, relies on and builds from the previous report dated February 2, 2010, which was filed under the original development agreement dated Feb 20, 2008,

Since the adoption of the Amended Development Agreement, the College's primary focus has been to obtain a legal interest in the Property (as defined in the Agreement) so that it can proceed with the development of the Property. The College has undertaken two initiatives to obtain the requisite legal interest. The College set as its first priority the federal land patent for the property from the United States. This was pursued with all vigor and resources in cooperation with Nevada's elected representatives to the U.S. Congress. Separate bills were introduced in the U.S. Senate and the U.S. House of Representatives to simultaneously pursue parallel paths. As suggested by the Senate majority leader, these Senate and House bills included the College's item to receive the federal land patent as well as other important items to other entities in southern Nevada, including, for example, land for the University of Nevada-Las Vegas. The entire Nevada delegation was supportive of the bills, and there were multiple entities lobbying for the passage of the bills. The U.S. Senate, Committee on Energy and Natural Resources held a hearing on the bill, and passed it with a recommendation for passage by the full Senate. Unfortunately, the press of other congressional business did not facilitate the passage of either the Senate or House bill prior to the end of the 111th Congress. Therefore, new legislation must be introduced if legislation is pursued to receive the federal land patent. Discussions are occurring internally within the Nevada System of Higher Education in consultation with the Nevada delegation to determine the best approach for any future legislation.

Nevada System of Higher Education

Charleston Campus

Cheyenne Campus

Henderson Campus

Academic & Learning Centers

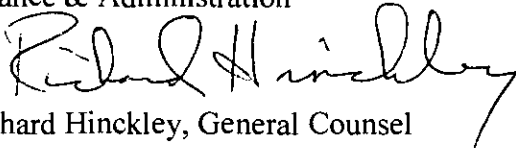
While Congress was considering legislation, the College filed a Recreation and Public Purpose Lease application for the Property with the Bureau of Land Management. Once granted, the City could abandon its current lease in favor of the lease to the College, and the College would then have a legal interest in the Property, and it could then move forward to initiating development under the terms of the Amended Development Agreement. The College's lease application number at the BLM is N88283. The College has stayed in regular and frequent contact with BLM'S Las Vegas District office which is processing the lease application. BLM reports that it is attempting to finalize its work under the National Environmental Policy Act, hopefully leading to a finding through the environmental assessment of no substantial effects on the environment. The Property is surrounded by commercial and residential developments, highway and primary roadways, and other development that all indicate the lack of an improper environmental impact if a college campus is built on this acreage. Most significantly, the Regional Transportation Commission constructed and is now operating its transit center immediately adjacent to the acreage to be devoted to the College. BLM's next step is to finalize the review at the Las Vegas District Office and submit the materials to the state office in preparation for issuance of the Notice of Realty Action. BLM reports that it has had budget and personnel reductions which have impacted the speed of the processing of the College's lease application. BLM has unofficially indicated its goal of having the College's application processed by the end of 2012.

The College appreciates the opportunity to submit this report, and for the opportunity to pursue the development of its Northwest Campus. We look forward to any questions you may have.

The Board of Regents of the Nevada System of Higher Education
on behalf of the College of Southern Nevada



Patricia Charlton, Sr. Vice President
Finance & Administration



Richard Hinckley, General Counsel

APN's:

125-17-801-001

125-17-401-006

**AMENDED
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF
THE COLLEGE OF SOUTHERN NEVADA**

Adopted by City of Las Vegas City Council
February 20, 2008

WHEN RECORDED PLEASE MAIL TO:
CITY OF LAS VEGAS
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

DIR-37158 02-03-10 CC

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THIS DEVELOPMENT AGREEMENT is made and entered into effective this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS (The "City") and The Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of the College of Southern Nevada (the "College"), an institution within NSHE, an entity of the State of Nevada (together with the City, the "Parties").

RECITALS

- A. The City and the College entered into a Memorandum of Understanding ("MOU") on April 5, 2006 so that the College could acquire the City's interest in and develop certain real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property") as the College's Northwest Campus. The MOU expired on October 5, 2007; and
- B. The Parties have been working together pursuant to the MOU and are in the final stages of reaching full accord on the terms of the acquisition and development of the Property; and
- C. The Parties entered into an Exclusive Negotiating Agreement ("ENA") on October 3, 2007 in order to continue such negotiations beyond the expiration of the MOU, and to enter into a formal development agreement pursuant to NRS 278.0201, which will encompass the Parties' final understanding of the development of the Property; and
- D. The Property is located within the boundaries of the City and is leased to the City by the Bureau of Land Management ("BLM") in Lease number N-61839 ("Lease") under the Recreation And Public Purposes Act ("R&PP Act"); and
- E. The College also submitted a request to lease the Property from the BLM under the R&PP Act; and
- F. The City entered into a Cooperative Agreement with the Regional Transportation Commission of Southern Nevada ("RTC") on October 3, 2007 to allow the RTC to utilize approximately fifteen (15) acres of the Property for a Park 'n Ride facility and other related uses. A description of the RTC area is attached hereto as Exhibit "B"; and
- G. The United States Postal Service ("USPS") is exploring the need for approximately 5 acres of the Site for a postal facility in the Northwest area and the Parties desire to facilitate such need and incorporate a postal facility in the development of the Site; and

- H. The College intends to coordinate with the RTC and USPS as adjacent neighbors to maximize the benefits and efficiencies under this Agreement and the Cooperative Agreement; and
- I. The City intends, pursuant to the terms of this Agreement, to relinquish Lease number N-61839 in favor of the College receiving the patent from the United States on the Property less: 1) the acreage governed by the aforementioned Cooperative Agreement with the RTC, and 2) the area needed for the postal facility if the City grants that use prior to the grant of the federal land patent to the College; and
- J. With the exclusion of the RTC area, the Property will hereinafter be referred to as the "Site" for development by the College as the Northwest Campus and possibly the postal facility area. A description of the Site is attached hereto as Exhibit "C"; and
- K. The City of Las Vegas zoned the Property T-C Town Center District under section 19.06.110 of Title 19 of the Las Vegas Municipal Code; and
- L. The City has authority, pursuant to NRS 278.0201 through 278.0207 and 19.18.090 of the Las Vegas Municipal Code, to enter into development agreements with entities having a legal or equitable interest in real property to establish long-range plans for the development of such property; and
- M. The Board of Regents of NSHE is a Nevada constitutional body and has authority to enter into this Agreement to provide for the higher educational needs of the citizens of the State of Nevada; and
- N. The City desires to enter into this Agreement in conformance with the requirements of NRS 278.0201 through NRS 278.0207 and LVMC 19 and 18.090 and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing the orderly development of the College's Northwest Campus, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the State statute and City ordinance authorizing development agreements were enacted. As a result of the development of the Property as proposed by the College subject to the Cooperative Agreement between City and RTC, the City will receive

needed educational facilities and opportunities, jobs, sales and other tax revenues, and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by agreeing to the use and development of the Site by the College; and

- O. In exchange for these and other benefits to the City, and in accordance with the legislative intent evidenced by the State statutes authorizing development agreements and the intent of the City in adopting an ordinance allowing development agreements, the College will receive reasonable assurances that it may develop the Northwest Campus in accordance with this Agreement. Because of the nature of the Northwest Campus and the many constituents that it will serve while also balancing its development with the other needs of NSHE and the College, the development of the Northwest Campus will take a long period of time to fully complete. The College's decision to commence development of the Northwest Campus is based on expectations of proceeding with the Northwest Campus to completion; and
- P. In the absence of this Agreement, because NSHE does not own the Property and the Property is currently leased to the City, the College believes it would have no assurance that it could complete the Northwest Campus and would therefore be exposed to significant economic risk. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (for example, impacts on air quality) resulting from development outside the jurisdiction of the City and issues relating to water use and availability, pressures on the City could be created to (i) halt the Northwest Campus at a point short of total build out, (ii) reduce the scope of the Northwest Campus, (iii) defer or delay completion of the Northwest Campus, or (iv) apply new rules or requirements in such a manner as to significantly increase the cost of the Northwest Campus or to otherwise burden its development. The burden of interest carrying costs, the difficulty of obtaining financing or funding, the risk of losing existing financing commitments and the potential loss of anticipated revenues associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage the College from making a long-term commitment to the development of the Northwest Campus. In addition, the cost of certain improvements to be constructed by the College will be substantial and may not match the timing of the revenue or appropriations associated with the Northwest Campus which is a necessary element of the overall provision of educational opportunities. Accordingly, the College cannot prudently commence the development of the Northwest Campus without

reasonable assurance from the City that it will be able to complete the Northwest Campus; and

- Q. NSHE has given notice as required by the relevant law, and brought this Agreement for approval at a public meeting of the Board of Regents. The Board of Regents found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Chancellor of NSHE and the President of the College.

SECTION ONE **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this Development Agreement, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

- a. This Agreement;
- b. The Northwest Campus Design Standards attached to and by this reference included in this Agreement as Exhibit "E"; and
- c. The Code in effect on the Effective Date, but only to the extent necessary to provide direction or requirements that under federal or state law or this Agreement are appropriately within the jurisdiction of the City; and
- d. The term does not include:
 - (i) Any ordinances, laws, policies, regulations or procedures adopted

by a governmental entity other than the City;

- (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- (iii) Any applicable state or federal law or regulation

"Building Codes" means the following codes: 2006 International Residential Code; 2006 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2006 International Energy Conservation Code; and National Fire Protection Agency 1, or other codes, to the extent adopted by the State Public Works Board of Nevada ("SPWB") and subject to any modifications that are adopted by the SPWB.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein or pursuant thereto.

"Effective Date" means the date this Agreement is approved by the City Council following approval and execution thereof by the College. Following approval by the City Council, the Agreement shall be executed by the Mayor of the City but the date of such execution shall not affect the Effective Date, and the City Clerk shall enter the Effective Date in the first paragraph above. The Effective Date shall be the date the Agreement is fully binding and effective upon the parties. The City shall also take the necessary steps to approve the Agreement by ordinance and record the Agreement pursuant to NRS 278.0203, but such actions shall not affect the Effective Date as between the parties.

"Entitlement Request" means a submission by the College of a site plan for each building(s) or parking structure or a special use permit for review at a public hearing before the City Council to demonstrate compliance with the Northwest Campus Design Standards.

"Geotechnical Report" means a comprehensive geotechnical report for the Property prepared under the direction of and stamped by a Nevada-based professional geotechnical engineer. The substance of the Geotechnical Report shall be determined, reviewed and approved by the Director of Public Works.

"Grading Plan, Specific" means a detailed grading plan for a development site within

the Site to further define to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"LVMPD" means the Las Vegas Metropolitan Police Department

"Major Roadways" means the streets which the College is obligated to construct as determined by the Master Traffic Study. Major Roadways include the street, gutter, curb, sidewalk, streetlights, traffic control devices, landscaping and/or amenity zones, storm drains, sewer facilities, trails, and all necessary appurtenances as required by the Northwest Campus Design Standards and this Agreement.

"Master Drainage Study" means a comprehensive hydrologic and hydraulic study prepared under the direction of and stamped by a Nevada-based professional engineer. The Master Drainage Study shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The engineer preparing such study and the assumptions and techniques for modeling storm water run-off and its impacts shall be approved by the City's Director of Public Works.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Geotechnical Report.

"Master Traffic Study" means a comprehensive transportation study prepared under the direction of and stamped by a Nevada-based professional traffic engineer. The Master Traffic Study shall comply with the Traffic Impact Analysis Guidelines contained in the RTC Policies and Procedures document, as well as the requirements of the City Traffic Engineer. The Master Traffic Study must also address pedestrian circulation and roadway crossings, and on-site traffic circulation as it impacts the Public ROW. The engineer preparing such study and the assumptions and techniques for modeling traffic and its impacts shall be approved by the City's Director of Public Works.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Premise Sign" means any sign which advertises products or services which are not sold on the premises upon which the sign is constructed. Such sign is considered a specific land use, rather than an incidental use to another existing land use. Owners of Off-Premise Signs generally receive consideration for the use of such sign, as compared to an on-premise signs which in itself do not produce consideration for the owner, but is incidental to another land use. Off-Premise Signs are commonly and generally referred to as "billboards."

"Off-Site Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside of the Site boundaries required by the Master

Studies or other governmental entities to be completed by the College due to the development of the Site.

"On-Site Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"Planning Department" means the Planning and Development Department.

"Planning Director" means the Director of the City's Planning and Development Department.

"Property" means that certain 62± gross acres of unimproved real property, the legal description of which is set forth as Exhibit "A".

"Public Works Director" or **"Director of Public Works"** means the Director of the City's Department of Public Works.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"Site" means that portion of the Property remaining after excluding the RTC area from the Property. The legal description of the RTC area is set forth as Exhibit "B" and the legal description of the Site is set forth as Exhibit "C".

"Term" means the term of this Agreement.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

- 2.01. Reliance on the Applicable Rules. The City and the College agree that the College will be permitted to and shall carry out and complete development of the Site in accordance with the uses, densities and provisions as set forth by the Applicable Rules.
- 2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Site, or apply a new rule, regulation, resolution, policy or ordinance to the development of the Site, and:
 - (a) The development of the Site shall be subject to the Building Codes in effect at the time of issuance of the permit by the State Public Works Board of Nevada to construct any building or structure.

- (b) The application of a new rule, regulation, resolution, policy or ordinance to the development of the Site is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.
- (c) Nothing in this Agreement shall preclude the application to the Site of new or changed rules, regulations, policies resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.
- (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Site, other than pursuant to one of the above subparagraphs 2.02(b) or 2.02(c), the College shall have the option, in its sole discretion, of accepting such new or amended rules by the giving of written notice of such acceptance. City and the College shall subsequently execute an amendment to this Agreement evidencing the College's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. To the extent any such fees are applicable, notwithstanding subparagraph 2.02, above, the City may increase cost-based processing fees, Entitlement Request processing fees, inspection fees, plan review fees, facility fees, sewer connection fees, or traffic signal impact fees that are typical or uniformly apply to all development in the City.

2.04. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance by City or College with one or more provisions of this Agreement or require changes to any approval given by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05. City Council Hearings. In the event the City believes that an amendment to this

Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. The College shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

- 2.06. City Cooperation. The City shall cooperate with the College in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, the College shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.
- 2.07. Relinquishment of R&PP Act Lease. The College is pursuing legislation in Congress that would grant a federal land patent for the Site to the College, subject to the requirements of this Agreement. In order that the College is able to finance the development of its Northwest Campus in the manner currently envisioned and on a time table which would justify the City to relinquish its Lease on the entire Site, the patent cannot be restricted so as to prevent private entities from leasing portions of the Site or leasing space within buildings for profitable ventures. The Parties agree that this Agreement shall be effective for its Term notwithstanding the grant of the federal land patent for the Site to the College. The College will notify the City in the event the College determines that it is unlikely to obtain the land patent. College shall have 18 months from the Effective Date of this Agreement to secure such patent, or this Agreement shall be null and void and the parties shall have no further liability or obligation to each other, except for the obligation to attempt to negotiate a new development agreement as set forth below. Such 18-month period may be extended for additional periods of 6 months upon the written approval of the City Council and College.

The College may not commence work on the Site until it obtains such a land patent and is in compliance with the terms of this Agreement.

The City will when and where requested indicate its willingness to relinquish its R&PP lease as to the Site, subject to the terms of this Agreement, as a final condition to the grant of patent to the College so long as the patent will allow the development of the Northwest Campus as envisioned by this Agreement.

Thereafter, the City will file when appropriate a relinquishment of its R&PP lease with the BLM for the Site in order for the College to receive the land patent.

In the event the College is unable to secure a patent of the Site that is unrestricted as referenced above: 1) the parties shall attempt to enter into a new development agreement to accomplish the goals of the parties set forth herein, and 2) the City shall not be under any obligation to relinquish its Lease of the Site unless and until a mutually acceptable agreement is executed.

SECTION THREE **PLANNING AND DEVELOPMENT OF THE SITE**

- 3.01 Planned Site. One of the primary objectives of the Parties is that development of the Site be undertaken in an organized fashion so as to ensure a well-integrated campus that is based on the design concepts of sustainable development with a mix of educational, office, commercial and possible residential uses.
- 3.02 Time for Construction and Completion of the Site. The Parties acknowledge and agree that it is in their respective best interests that development of the Site be accomplished to best support the College's objectives and purpose, but on a reasonable time table within the abilities of the College that justifies the City's relinquishment of the Site. In light of this mutual objective, and subject to the terms of the Applicable Rules, the College shall have the discretion as to the time of commencement, construction and completion of the Site, with the exception of the construction of Grand Montecito Parkway.
- 3.03 Permitted Uses, Density and Height. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed on the Site, the density of residential uses and the permitted uses of the land within the Site.
- (a) Maximum Residential Units Permitted. The College will be permitted to construct up to 500 residential units on the Site. Any residential units will be designed to primarily accommodate students, faculty, or staff of the College.
 - (b) Maximum Height of Structures. The maximum height of structures within the Site shall conform to Northwest Campus Design Standards Map 2. The College further agrees to comply with the 3:1 residential adjacency height setback ratio for buildings or other structures constructed on the western edge of the Site immediately adjacent to the existing residential area.

- (c) Maximum Square Footage of Commercial Space. The maximum square footage of commercial space on the Site shall be up to 475,000 square feet.
- (d) Square Footage for Educational Uses. There shall be no maximum square footage for educational uses. The Parties agree and acknowledge that the primary purpose of the Site is to provide educational opportunities including all ancillary uses such as faculty and administrative offices to achieve the educational purposes.
- (e) Land Uses. The Parties agree that the land uses within the Site are defined by this Agreement and more particularly described in Exhibit "D" which specifically delineates permitted uses, conditional uses and special uses within the Site.

3.04 Concept for the Site. The concept of the Northwest campus is to combine education with real world experience in an academic urban village. The Site will provide a learning environment that creates a mixed used learning, working, leisure, and living environment that attracts students, faculty, community and business partners and that incorporates other opportunities beyond the traditional classroom including but not limited to business entities that will furnish teaching/learning experiences, internships, externships, employment, on-site training, necessary services and supportive retail ventures. Commercial, for-profit activities will be carried out along with non-profit public services. A substantial percentage of the College's students study health sciences, applied sciences and technology, and other areas leading directly in a relatively short period of time to the workplace. Once the Site is fully developed, it will be an activity center where students can both learn and gain work experience while also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this concept is to provide student services in a highly accessible one-stop storefront environment to achieve a self-sustaining Campus for education, culture and associated services for the benefit of the citizens of Las Vegas. The College recognizes the significant planning and development that many entities including the City have undertaken to develop the northwest area of the City, of which the Campus will be a significant contributing part. It is not possible to identify at the time of the execution of this Agreement all of the details on uses, location and timing for development.

- (a) Non-Use of the Site. The Parties agree that the College will be permitted to and shall develop the Northwest Campus in its entirety and in accordance with this Agreement. The College will not convey its interest in the Site to another party, nor allow the Site to remain undeveloped.

- (b) Third-Party Ground Leases. Portions of the Site may be the subject of a ground lease for development consistent with this Agreement.

3.05 State Public Works Board of Nevada. Any building or structure that is constructed on the Site will only be subject to this Agreement and to the laws, rules and requirements involving the SPWB pertaining to construction of any building on State of Nevada property or for which the money is appropriated by the Nevada Legislature. Nothing in this Agreement shall be interpreted to extend the City's jurisdiction over construction of any building constructed on State property beyond what is specifically provided for in this Agreement. Following acquisition of the federal patent for the Site, the SPWB is required by statute to be the building official, to review all plans and specifications, to issue building permits, to perform all inspections, and to issue the building occupancy report for buildings or structures constructed on the Site, so long as the Site remains the property of the State. In the event any portion of the Site is deeded to an entity other than the State following acquisition of such patent, the construction of any building on such portion shall be under the jurisdiction of the City which shall perform all of the above functions, and not the SPWB.

3.06 Modifications. The Parties agree that modifications of the Northwest Campus Design Standards are generally not in the best interests of the effective and consistent development of the Site.

However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Northwest Campus Design Standards to accommodate unique situations which are presented to the College upon the actual development of the Site.

Further, the Parties agree that modifications of the Northwest Campus Design Standards can change the look, feel and construction of the Site in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Northwest Campus Design Standards is the College entity itself and not a lessee or any other party.

- (a) Applicant. Requests for all modifications of the Northwest Campus Design Standards may be made only by the College.

- (b) Minor Modifications. Minor Modifications are changes to the Design Standards that include:

- (i.) Changes in architectural styles, color palettes and detail elements.

- (ii.) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.
- (iii.) Changes in building materials.
- (iv.) Changes in landscaping materials, plant palettes and landscaping detail elements.
- (v.) A change in an on-site private roadway (not major public roadway) that does not adversely impact traffic circulation or create a material impact and is approved by the Director of Planning and the Director of Public Works.

(c) Submittal, Review, Decision and Appeal.

- (i.) An application for Minor Modification may be made to the Director of Planning for consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application;
- (ii.) The Director of Planning may, in his/her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application, which decision is final unless it is appealed by the College pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the College, the decision of the Director of Planning may be appealed directly to the City Council.
- (iii.) The College may appeal any decision of the Director of Planning to the City Council by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

- (i.) Any application for a modification to the Northwest Campus Design Standards that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the City Council within forty-five (45) days of

either the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable;

- (ii.) Prior to City Council consideration of a Major Modification that increases density on the Site, the Master Developer shall meet and confer with the Director of Public Works or designee as to whether an update to the Master Studies is required. If the Director of Public Works or designee requires an update to one of more of the Master Studies, such update shall be prepared by the College and submitted to the Department of Public Works no later than fifteen (15) business days prior to the City Council hearing.

3.07. Entitlement Requests.

- (a) Generally. The City agrees to cooperate reasonably with the College to:
 - (i) Expeditiously process all Entitlement Requests in connection with the Site that are in compliance with the Applicable Rules and Master Studies; and
 - (ii) Expeditiously process and consider all land use applications that require a public hearing and which may include special use permits or revisions to the site plan that increase height, density or commercial square footage beyond what is contemplated in this Agreement. These applications shall proceed directly to the City Council without consideration by the Planning Commission.
- (b) Required Zoning and Master Plan Entitlement for Site. The Parties acknowledge and agree that the Site is currently master-planned and zoned as PF-TC (Public Facility - Town Center). The Parties further acknowledge that the unique circumstance of developing the Site as a college campus means that other uses not traditionally allowed on PF property will be permitted on the Site in accordance with Exhibit "D" and this Agreement.
- (c) Subsequent Entitlement Requests. All subsequent Entitlement Request applications shall be processed by the City according to the Applicable Rules.
- (d) Build-out Phases. College will generally develop the Campus over time as various relevant factors dictate from the east edge moving to the west, and will provide improvements to the east part first and thereafter continue to progress in its construction of improvements to the west part until the Site

is wholly developed. The College shall solely determine the timing, order and phasing of the improvements on the Campus.

Notwithstanding on-site phasing, as set forth in Section 7.02, the extension of Grand Montecito Parkway will be constructed with the first phase, and other public transportation improvements will be phased as determined in the Master Traffic Study.

3.08 Dedicated Staff and the Processing of Applications.

- (a) Dedicated Staff. City will endeavor but not be required to have at least one person in the various City departments that are reasonably knowledgeable for processing matters related to the Site. Such person will be at least generally familiar with the Site, including without limitation, the Applicable Rules. This sub-section applies to the following departments:

- (i) Department of Planning and Development;
- (ii) Building and Safety Department;
- (iii) Public Works Department;
- (iv) Right-of-way Section of the Department of Public Works;
- (v) Traffic Division of the Department of Public Works;
- (vi) Flood Control Section of the Department of Public Works;
- (vii) Collection System Planning Section of the Department of Public Works;
- (viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Site; and
- (ix) Surveying Section of the Department of Public Works

- (b) Processing. The Parties agree that the City will use its reasonable efforts to utilize such dedicated staff members for the processing of all Entitlement Requests, applications for Minor and Major Modifications and all other requests related to the development of the Site in an expedient fashion according to the provisions of the Code.

3.09 Off-Premise Signs (Billboards) Prohibited. Off-Premise Signs are prohibited within the Site. No person or entity shall apply for the use of an Off- Premise Sign

anywhere within the boundaries of the Site, and the City shall not approve or issue any permit for an Off-Premise Sign within the Site.

- 3.10 Blasting. The College agrees to comply with all Code and City policies as related to blasting. Notwithstanding the provisions of Section Two, such Code provisions and City policies may be amended at the City's discretion.
- 3.11 Property Dedications to City. Any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to the College from the United States of America).
- 3.12 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of the Site including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by the City shall apply to the development of the Site or portion thereof. Notwithstanding the foregoing, the City may adopt ordinances, resolutions or rules or regulations that are necessary to:
- (a) comply with any state or federal laws or regulations as provided by Section 2.4, above;
 - (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Site, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
 - (c) maintain the City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, the College shall continue to be entitled to apply for and receive consideration of Entitlement Requests in accordance with the Applicable Rules.

- 3.13 Additional Property Not Included Within Development Agreement. The College shall not develop additional property as a part of the Site pursuant to the terms of the Applicable Rules that is not a part of the Property, without the amendment of this Agreement and City consideration of additional impacts to the City based upon the inclusion of such additional real property.

- 3.14 Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from the College, such documents as may be reasonably necessary to acknowledge that:
- (a) the City has no lien on the Site as a direct result of this Agreement, or disclosure of any City liens that exist; and
 - (b) the City is not aware of a default of this Agreement by the College or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve the College of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.
- 3.15 Franchise Agreements. The City warrants that it has entered into franchise agreements with all of the public utility companies that provide utility services within City of Las Vegas, specifically, Nevada Power Company, Embarq Corporation, Southwest Gas Corporation, and Cox Communication (the "Franchise Agreements").

SECTION FOUR **MAINTENANCE OF THE SITE**

- 4.01 Maintenance of Landscape Areas. The College will maintain all landscaped areas within the Site and within the right-of-way abutting the Site that are installed by the College in good condition and repair to include maintaining clear Sight Visibility Restriction Zones (SVRZs) to the satisfaction of the Director of Public Works. The College shall submit encroachment agreements for landscaping within the Right-of-Way pursuant to the Applicable Rules. In addition, the College shall maintain in good condition and repair all sidewalks, private streets, drives and alleys, trails, amenity zones, drainage facilities and any landscaping in, on and around medians and public rights-of-way.
- 4.02 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the City-dedicated public street(s) (excluding any landscaping within the right-of-way), associated curbs, gutters, City-owned traffic control devices and signage, and streetlights upon City-dedicated public streets which are within the Site and accepted by the City will be maintained by the City in good condition and repair at the City's sole cost and expense.

SECTION FIVE **PUBLIC FACILITIES**

5.01 Post Office. The College acknowledges that the City committed a portion of the Site to the USPS to be used as a post office. The USPS has requested five (5) acres of land within the Site. Although the final location of the post office has not been determined, the College will provide such land to the USPS in a current "as is" condition and in a location that is mutually agreeable to the City, the College and the USPS. If USPS needs to acquire such location prior to College obtaining the patent for the Site, the City shall cooperate with USPS and BLM in relinquishing such location in favor of USPS. Neither the City nor the College will be responsible for any on-site grading, paving, utilities or construction of the post office. Nothing herein limits the College's ability to negotiate with the USPS for contribution for road improvements or any other costs or fees incurred by the College under this Agreement. If the post office has not pulled a building permit for its facility within six (6) years from the Effective Date, this section 5.01 shall cease to be effective and the five acres committed to the USPS can be developed by the College. In the event the USPS determines that it does not need a post office on the Site as evidenced in writing, the College is relieved of its obligation to provide land for a post office within the Site.

5.02 Regional Transportation Center

- (a) Design of the Regional Transportation Center. The Parties acknowledge that the RTC plans to construct a park-n-ride facility adjacent to the Site. It is currently anticipated that the park and ride facility may be developed to include one or more of the following:
- (i) A transit center where passengers interchange from one route or mass transit vehicle to another that has significant infrastructure such as a waiting room, benches, restrooms, sales outlet, ticket or pass vending machines, and/or other services;
 - (ii) A parking garage and/or lot used for parking passengers' automobiles, either free or for a fee, while they use transit agency facilities. Park-and-ride facilities are generally established as collector sites for rail or bus service. Park-and-ride facilities may also serve as collector sites for vanpools and carpools, and as transit centers.
 - (iii) A kiss and ride facility where commuters who are passengers in non-transit vehicles are dropped off to board a mass transit vehicle.

- (b) The College is not responsible for any infrastructure costs such as streets, lighting, grading, pavement or other costs associated with the construction of the RTC facility, other than as required by the Applicable Rules.

- 5.03 Other Public Facilities. City agrees that College shall have no obligation, other than those identified in this Agreement, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for public or civic buildings, inside or outside of the Site or otherwise provide or pay any further exaction, including, special assessment district assessments, other assessments or development fees, as a substitute therefore, including, without limitation, sites and related improvements and equipment for fire stations, police stations, schools and libraries. The College agrees that the City shall have no obligation, other than those identified in this Agreement and its normal and customary duties as a municipal corporation providing services to its constituents, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for the development of the Site.
- 5.04 Police and Fire Services. The City agrees that it shall provide, at its sole cost and expense, fire service to the Site and that no development within the Site will be denied or conditioned as a result of lack of police and fire services. City acknowledges that College maintains its own police department and other security services. The College police services are controlled by the LVMPD.

SECTION SIX

OPEN SPACE and PARKS

- 6.01 Parks and Open Space. The City agrees that the College shall not be required to provide any land for parks, public recreational uses, or other public uses other than as the College determines is appropriate to achieve its educational purposes.

SECTION SEVEN

TRANSPORTATION

- 7.01 Mitigation of Off-Site Traffic Impacts.
 - (a) The College's obligation to construct or provide traffic improvements shall be limited to 1) its appropriate share and obligations related to the extension of Grand Montecito Parkway on the Site as set forth in Section 7.02 of this Agreement, 2) the expansion of Elkhorn Road to two westbound travel lanes immediately west of Durango Drive, 3) improvements identified in the Master Traffic Study, and 4) bus turnouts, traffic chord easements, and similar features at various locations as identified on Exhibit "F". The College shall have no other obligation to participate in, pay, contribute or

otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, to provide land, facilities or improvements for road and motor vehicular traffic system or for any facilities, equipment or physical improvements that are a substitute therefore. The College agrees that except for public streets, all parking and paved traffic areas on the Site will be its responsibility.

- (b) The College agrees that it shall pay the traffic signal impact fees provided for in City Ordinance 5644. In the event that the College is not required to obtain building permits from the City, the College agrees to pay traffic signal impact fees at the time the building permit is issued by the SPWB.

7.02 Grand Montecito Parkway.

- (a) Grand Montecito Parkway is that road designed to go north and then west across the Site to Durango Drive from its current termination point at the intersection of Elkhorn Road. In general, the extension of Grand Montecito Parkway has been approved by the City.
- (b) Grand Montecito Parkway ultimately may include, without limitation, curb, gutter, drainage and sewer facilities, sidewalk, street lights, pavement, striping, medians, landscaping, trails, amenity zones, and traffic control devices, including conduits and foundations and signage. The cost of the Grand Montecito Parkway will be allocated as follows:

The College shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway on the Site for any part of that extension where Grand Montecito Parkway is adjacent to land patented to and occupied by the College and where the RTC does not hold the right of occupancy on both sides of the proposed Grand Montecito Parkway. As long as the College has received the land patent for the Site, the College:

- (i) shall fulfill its obligations of this sub-section when the College or the RTC is prepared to commence the construction of the extension of Grand Montecito Parkway, whichever may occur first.
- (ii) RTC shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway except that RTC shall pay for all of the costs of the extension adjacent to the land where RTC holds the right of occupancy on both sides of the proposed Grand Montecito Parkway.
- (iii) The City shall cause a supplement to the Cooperative Agreement to be

executed with and by the RTC which memorializes the cost responsibilities for the extension of the Grand Montecito Parkway as set forth in (i) and (ii) above.

- (c) After road dedication to the City, the College shall submit to the City encroachment agreements for maintenance of the landscaping within the public right-of-way.
- (d) In the event the RTC commences construction of the extension of Grand Montecito Parkway prior to the time the College has obtained the land patent for the Site, the City will be responsible for the costs of the extension which are not the obligation of RTC, and the College will reimburse the City those costs which the City has expended pursuant to this provision within sixty days of obtaining the land patent for the Site, or the City will defer the improvements to be completed by the College until the land patent is issued, and the College will commence these improvements within 60 days of obtaining the land patent for the Site.

7.03 Land Dedication. Notwithstanding anything to the contrary in this Agreement, the College and the City agree that the College will only dedicate rights-of-way required for the extension of Grand Montecito Parkway, the expansion of Elkhorn Road, and as set out on Exhibit "F".

7.04 Conformance to Master Studies. The Master Studies will be required after final consideration and approval of this Agreement by the City Council and after College receives the federal land patent for the Site.

The College agrees to construct and dedicate to the City all infrastructure necessary for the development of the Site as identified by the Master Studies and this Agreement. Such infrastructure improvements will be constructed in conformance with, in the manner of, and within timeframes delineated by the Master Studies and this Agreement. If there is a conflict between this Agreement and the Master Studies as to the timing of the construction and/or dedication of infrastructure improvements, the Master Studies shall control.

7.05 Acquisition of Rights-of-Way and Easements. The City acknowledges that certain rights-of-way and easements outside the boundaries of the Site may be necessary for the construction of the necessary infrastructure improvements. The City shall assist the College in obtaining the necessary rights-of-way, easements or other interests not owned by the College necessary to construct the necessary infrastructure improvements.

With regard to any necessary roadways and/or necessary drainage and sewer

corridors that are proposed to abut or cross BLM lands, the College shall submit all required documentation and applicable fees to the City to enable the City to acquire the necessary property or land patents from the BLM.

SECTION EIGHT **FLOOD CONTROL**

- 8.01 Flood Control Facilities and Technical Drainage Studies. The College shall submit a Master Drainage Study addressing the overall drainage impacts to the Site and adjacent roadways. The phased development of the Site will require that a Technical Drainage Study be required for each phase of development. The Master Drainage Study and the Technical Drainage Studies for each phase of development shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The College agrees to implement the drainage study requirements and follow the recommendations of approval from the City of Las Vegas, with concurrence by the Clark County Regional Flood Control District and the Nevada Department of Transportation (NDOT). Drainage study updates may be required based upon the development phasing.

The drainage studies shall identify the necessary storm drain system and/or other mitigation measures needed to protect the Site development from the existing condition flows and the ultimate condition flows for both the 10-year and 100-year storms. The facilities identified in the drainage studies must be designed and constructed by the College with each phase of development and may include both on-site and adjacent off-site facilities. The College agrees that Grand Montecito Parkway may include storm drain facilities as determined by the drainage study for the Site. The College shall be responsible for paying the costs of constructing any facilities necessary, whether interim or ultimate, and shall comply with Section 7.05 of this Agreement regarding Acquisitions of Rights of Way and Easements to accommodate such facilities. All interim and on-site storm drain facilities must be maintained by the College. The College will not be responsible for the technical drainage studies for the USPS or RTC sites.

SECTION NINE **SANITATION**

- 9.01 Sewer Capacity. The Parties agree that the City will provide sanitary sewer service. The sanitary sewer point of connections will be the existing 8-inch sanitary sewer main located at the intersection of Elkhorn Road and Grand Montecito Parkway, an existing 24-inch sewer main located within the Durango Drive right-of-way and a 12-inch sewer main located in Elkhorn Road west of Durango Drive. The College is responsible for design and construction of any

sewer main extensions of adequate capacity to serve the Site and for sewer connection fees in accordance with the City's Municipal Code, Title 14. The College shall grant easements to the City for public sewer purposes to perpetuate the continuation of sewer lines prior to the installation of any sewer lines. Except as otherwise stated herein, the College shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any facilities, equipment or physical improvements relating to sanitary sewer service off-site to the College. All off-site sewer design and construction shall conform to the latest edition of the "Design and Construction Standards for Wastewater Collection Systems for Offsite Sewers". All on-site sewer design and construction shall conform to the latest adopted edition of the "Uniform Plumbing Code".

SECTION TEN

WATER

- 10.01 Water Supply. The Parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District ("LVVWD"). If, however, the City assumes any role in water allocation during the term of this Agreement, the City agrees it will endeavor to allocate or cause to be allocated to the College water in order that the development of the Site will continue uninterrupted. The City and the College will cooperate with the LVVWD in granting over their respective properties reasonable easements or rights-of-way either on or off site necessary for the installation of water facilities to serve the Site. NSHE or the College agrees to execute all Affidavits of Waiver and Consent forms required in order for water laterals and mains to be constructed.

SECTION ELEVEN

REVIEW OF DEVELOPMENT

- 11.01 Frequency of Reviews. As required by NRS 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term, the College shall provide and the City shall review in good faith a report submitted by the College documenting the extent of the Parties' material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response. The Parties shall be permitted an opportunity to be heard before the City Council regarding their performance under this Agreement in the manner set forth in the Development Agreement Ordinance.

- 11.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. The College shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Planning Director may, in his/her discretion, provide copies of the report to members of the City's Planning Commission for their information and use. Prior to submitting the report, the College may meet with the Planning Director to discuss the status of development of the Site.
- 11.03 Action by City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TWELVE

DEFAULT

- 12.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a thirty (30) day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which thirty (30) day period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the default cannot be reasonably cured within the thirty (30) day cure period, the non-compliant Party may timely cure the default for purposes of this Section Twelve if it commences the appropriate remedial action within the thirty (30) cure period and thereafter prosecutes such action to completion within a reasonable period of time. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than sixty (60) days from the date the sixty (60) day notice of default and opportunity to cure was mailed to the non-compliant party.

If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the alleged default is not corrected within the relevant cure period, the party alleging non-compliance may elect any one or more of the following courses:

- (a) City Manager/ President Resolution. The City Manager and the President of the College shall meet to discuss the alleged default and seek to resolve the matter in a mutually agreeable time frame.
- (b) Mediation. The Parties shall submit the issues to mediation to attempt

resolution.

- (c) Arbitration. The Parties shall request the Chief Judge of the Eighth Judicial District Court to select an Arbitrator with experience in City planning and design standards to conduct arbitration and issue a decision which will be binding. No appeal of the arbitration decision can be filed by either party.

12.02 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to the other party within thirty (30) days after the commencement thereof, an automatic extension of time, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the City and the College. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section Eleven above.

12.03 Limitation on Monetary Damages. City and the College agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the City and the College may pursue any course of action or equity available for breach, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

12.04 Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

12.05 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

12.06 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall

bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

- 12.07 Default by City. In the event the City substantially defaults under this Agreement, the College shall have the right to terminate this Agreement as set forth in Section 12.01. Notwithstanding the forgoing, the College shall have the option, in its sole discretion, to maintain this Agreement in effect, and seek to enforce all of the City's obligations herein under the provisions set forth in Sections 12.01 and 12.03.

SECTION THIRTEEN **GENERAL PROVISIONS**

- 13.01 Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless extended by written agreement executed by the City and the College or unless terminated earlier pursuant to the terms hereof. City agrees that the College shall have the right to request extension of the term of this Agreement for an additional fifteen (15) years upon the following conditions:
- (a) the College provides written notice of such extension to the City at least one hundred-eighty (180) days prior to the expiration of the original thirty (30) year term of this Agreement;
 - (b) the College is not in default of this Agreement; and
 - (c) the College and the City enter into an amendment to this Agreement memorializing the extension of the term.
- 13.02 Financing. The College has previously provided financing commitments and options to the City in compliance with the MOU. The College shall have the sole discretion as to the form, amount and conditions of financing throughout the term of this Agreement. No obligation or requirement for financing is placed on the City.
- 13.03 Assignment to a Third Party. Assignment or a transfer of rights or obligations under this Agreement to a third person other than as provided herein is not a contemplated transaction under this Agreement. The College shall not sell or transfer any or all of its rights or obligations under this Agreement to a third person other than as provided herein without the approval of the City Council and any such unapproved transfer is void and is an immediate default of this Agreement notwithstanding the cure provisions of Section Twelve.

- (a) To an Affiliate of College. Except as otherwise provided by Section 13.02(e), below, the rights of the College under this Agreement may be freely transferred or assigned to an Affiliate of the College provided that such entity shall assume in writing all obligations of the College hereunder in a form acceptable to the City, to be accepted by the City Manager.
 - (b) Transfer Not to Relieve the College of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Site shall relieve the College of its obligations hereunder as to the portion of the Site so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the College hereunder. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
 - (c) In Connection with Financing Transactions. Following its receipt of a patent for the Site, the College shall have full discretion and authority to encumber the Site or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.
- 13.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may only be amended or canceled upon the mutual consent of the College and the City Council. Any proposed amendments shall be considered solely by the City Council.
- 13.05 Indemnity; Hold Harmless. To the extent limited in accordance with NRS 41.0305 to NRS 42.039, the College shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of College or those of its contractors, subcontractors, agents, employees, or other persons acting on College's behalf which relate to the development of the Site. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives.
- 13.06 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

- 13.07 Relationship of Parties. It is understood that the contractual relationship between City and the College is such that the College is not an agent of City for any purpose and City is not an agent of the College for any capacity.
- 13.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6501
Fax: 702-388-1807
Attention: City Manager

With a copy to:

CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6629
Fax: 702-386-1749
Attention: City Attorney

To College:

College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-5600
Fax: 702-651-5001
Attention: President

With a copy to:

College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-7488
Fax: 702-651-7464
Attention: General Counsel

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

- 13.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.
- 13.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of the College or approved by the City Council, as the case may be.
- 13.11 Recording; Amendments. In addition to the City Council approving this Agreement as set forth herein, the City shall also take all necessary steps to approve this Agreement by ordinance pursuant to NRS 278.0203 and subsequently thereto, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and the College in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and the College and shall be recorded in the Official Records of Clark County, Nevada.
- 13.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.
- 13.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective on the

day and year first above written.

CITY:
CITY COUNCIL, CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY
ATTEST:

CITY CLERK

By: _____
BEVERLY K. BRIDGES, CITY CLERK

COLLEGE OF SOUTHERN NEVADA:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Richard L. Hinckley
General Counsel, CSN

C78

APN's:

125-17-801-001

125-17-401-006

Inst #: 201003040001453
Fees: \$91.00
N/C Fee: \$25.00
03/04/2010 10:28:32 AM
Receipt #: 256710
Requestor:
LAS VEGAS CITY
Recorded By: GILKS Pgs: 78
DEBBIE CONWAY
CLARK COUNTY RECORDER

AMENDED DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF
THE COLLEGE OF SOUTHERN NEVADA

Originally Adopted by City of Las Vegas
City Council
February 20, 2008

WHEN RECORDED PLEASE MAIL TO:
CITY OF LAS VEGAS
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

DIR-44484

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THIS AMENDED DEVELOPMENT AGREEMENT is made and entered into effective this 3RD day of FEBRUARY, 2010 by and between the CITY OF LAS VEGAS (The "City") and The Board of Regents of the Nevada System of Higher Education ("NSHE") on behalf of the College of Southern Nevada (the "College"), an institution within NSHE, an entity of the State of Nevada (together with the City, the "Parties").

RECITALS

- A. The City and the College entered into a Memorandum of Understanding ("MOU") on April 5, 2006 so that the College could acquire the City's interest in and develop certain real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property") as the College's Northwest Campus. The MOU expired on October 5, 2007; and
- B. The Parties have been working together pursuant to the MOU and are in the final stages of reaching full accord on the terms of the acquisition and development of the Property; and
- C. The Parties entered into an Exclusive Negotiating Agreement ("ENA") on October 3, 2007 in order to continue such negotiations beyond the expiration of the MOU, and to enter into a formal development agreement pursuant to NRS 278.0201, which will encompass the Parties' final understanding of the development of the Property; and
- D. The Property is located within the boundaries of the City and is leased to the City by the Bureau of Land Management ("BLM") in Lease number N-61839 ("Lease") under the Recreation And Public Purposes Act ("R&PP Act"); and
- E. The College also submitted a request to lease the Property from the BLM under the R&PP Act; and
- F. The City entered into a Cooperative Agreement with the Regional Transportation Commission of Southern Nevada ("RTC") on October 3, 2007 to allow the RTC to utilize approximately fifteen (15) acres of the Property for a Park 'n Ride facility and other related uses. A description of the RTC area is attached hereto as Exhibit "B"; and
- G. The United States Postal Service ("USPS") is exploring the need for approximately 5 acres of the Site for a postal facility in the Northwest area and the Parties desire to facilitate such need and incorporate a postal facility in the development of the Site; and
- H. The College intends to coordinate with the RTC and USPS as adjacent neighbors to maximize the benefits and efficiencies under this Agreement and the Cooperative Agreement; and

- I. The City intends, pursuant to the terms of this Agreement, to relinquish Lease number N-61839 in favor of the College receiving the patent from the United States on the Property less: 1) the acreage governed by the aforementioned Cooperative Agreement with the RTC, and 2) the area needed for the postal facility if the City grants that use prior to the grant of the federal land patent to the College; and
- J. With the exclusion of the RTC area, the Property will hereinafter be referred to as the "Site" for development by the College as the Northwest Campus and possibly the postal facility area. A description of the Site is attached hereto as Exhibit "C"; and
- K. The City of Las Vegas zoned the Property T-C Town Center District under section 19.06.110 of Title 19 of the Las Vegas Municipal Code; and
- L. The City has authority, pursuant to NRS 278.0201 through 278.0207 and 19.18.090 of the Las Vegas Municipal Code, to enter into development agreements with entities having a legal or equitable interest in real property to establish long-range plans for the development of such property; and
- M. The Board of Regents of NSHE is a Nevada constitutional body and has authority to enter into this Agreement to provide for the higher educational needs of the citizens of the State of Nevada; and
- N. The City desires to enter into this Agreement in conformance with the requirements of NRS 278.0201 through NRS 278.0207 and LVMC 19 and 18.090 and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing the orderly development of the College's Northwest Campus, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the State statute and City ordinance authorizing development agreements were enacted. As a result of the development of the Property as proposed by the College subject to the Cooperative Agreement between City and RTC, the City will receive needed educational facilities and opportunities, jobs, sales and other tax revenues, and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by agreeing to the use and development of the Site by the College; and

- O. In exchange for these and other benefits to the City, and in accordance with the legislative intent evidenced by the State statutes authorizing development agreements and the intent of the City in adopting an ordinance allowing development agreements, the College will receive reasonable assurances that it may develop the Northwest Campus in accordance with this Agreement. Because of the nature of the Northwest Campus and the many constituents that it will serve while also balancing its development with the other needs of NSHE and the College, the development of the Northwest Campus will take a long period of time to fully complete. The College's decision to commence development of the Northwest Campus is based on expectations of proceeding with the Northwest Campus to completion; and
- P. In the absence of this Agreement, because NSHE does not own the Property and the Property is currently leased to the City, the College believes it would have no assurance that it could complete the Northwest Campus and would therefore be exposed to significant economic risk. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (for example, impacts on air quality) resulting from development outside the jurisdiction of the City and issues relating to water use and availability, pressures on the City could be created to (i) halt the Northwest Campus at a point short of total build out, (ii) reduce the scope of the Northwest Campus, (iii) defer or delay completion of the Northwest Campus, or (iv) apply new rules or requirements in such a manner as to significantly increase the cost of the Northwest Campus or to otherwise burden its development. The burden of interest carrying costs, the difficulty of obtaining financing or funding, the risk of losing existing financing commitments and the potential loss of anticipated revenues associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage the College from making a long-term commitment to the development of the Northwest Campus. In addition, the cost of certain improvements to be constructed by the College will be substantial and may not match the timing of the revenue or appropriations associated with the Northwest Campus which is a necessary element of the overall provision of educational opportunities. Accordingly, the College cannot prudently commence the development of the Northwest Campus without reasonable assurance from the City that it will be able to complete the Northwest Campus; and
- Q. NSHE has given notice as required by the relevant law, and brought this Agreement for approval at a public meeting of the Board of Regents. The Board of Regents found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Chancellor of NSHE and the President of the College.

SECTION ONE **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this Development Agreement, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

- a. This Agreement;
- b. The Northwest Campus Design Standards attached to and by this reference included in this Agreement as Exhibit "E"; and
- c. The Code in effect on the Effective Date, but only to the extent necessary to provide direction or requirements that under federal or state law or this Agreement are appropriately within the jurisdiction of the City; and
- d. The term does not include:
 - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the City;
 - (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
 - (iii) Any applicable state or federal law or regulation

"Building Codes" means the following codes: 2006 International Residential Code; 2006

International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2006 International Energy Conservation Code; and National Fire Protection Agency 1, or other codes, to the extent adopted by the State Public Works Board of Nevada ("SPWB") and subject to any modifications that are adopted by the SPWB.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein or pursuant thereto.

"Effective Date" means the date this Agreement is approved by the City Council following approval and execution thereof by the College. Following approval by the City Council, the Agreement shall be executed by the Mayor of the City but the date of such execution shall not affect the Effective Date, and the City Clerk shall enter the Effective Date in the first paragraph above. The Effective Date shall be the date the Agreement is fully binding and effective upon the parties. The City shall also take the necessary steps to approve the Agreement by ordinance and record the Agreement pursuant to NRS 278.0203, but such actions shall not affect the Effective Date as between the parties.

"Entitlement Request" means a submission by the College of a site plan for each building(s) or parking structure or a special use permit for review at a public hearing before the City Council to demonstrate compliance with the Northwest Campus Design Standards.

"Geotechnical Report" means a comprehensive geotechnical report for the Property prepared under the direction of and stamped by a Nevada-based professional geotechnical engineer. The substance of the Geotechnical Report shall be determined, reviewed and approved by the Director of Public Works.

"Grading Plan, Specific" means a detailed grading plan for a development site within the Site to further define to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"LVMPD" means the Las Vegas Metropolitan Police Department

"Major Roadways" means the streets which the College is obligated to construct as determined by the Master Traffic Study. Major Roadways include the street, gutter, curb, sidewalk, streetlights, traffic control devices, landscaping and/or amenity zones, storm drains, sewer facilities, trails, and all necessary appurtenances as required by the

Northwest Campus Design Standards and this Agreement.

"Master Drainage Study" means a comprehensive hydrologic and hydraulic study prepared under the direction of and stamped by a Nevada-based professional engineer. The Master Drainage Study shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydraulic Criteria and Drainage Design Manual. The engineer preparing such study and the assumptions and techniques for modeling storm water run-off and its impacts shall be approved by the City's Director of Public Works.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Geotechnical Report.

"Master Traffic Study" means a comprehensive transportation study prepared under the direction of and stamped by a Nevada-based professional traffic engineer. The Master Traffic Study shall comply with the Traffic Impact Analysis Guidelines contained in the RTC Policies and Procedures document, as well as the requirements of the City Traffic Engineer. The Master Traffic Study must also address pedestrian circulation and roadway crossings, and on-site traffic circulation as it impacts the Public ROW. The engineer preparing such study and the assumptions and techniques for modeling traffic and its impacts shall be approved by the City's Director of Public Works.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Premise Sign" means any sign which advertises products or services which are not sold on the premises upon which the sign is constructed. Such sign is considered a specific land use, rather than an incidental use to another existing land use. Owners of Off-Premise Signs generally receive consideration for the use of such sign, as compared to an on-premise signs which in itself do not produce consideration for the owner, but is incidental to another land use. Off-Premise Signs are commonly and generally referred to as "billboards."

"Off-Site Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside of the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"On-Site Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Site boundaries required by the Master Studies or other governmental entities to be completed by the College due to the development of the Site.

"Planning Department" means the Planning and Development Department.

"Planning Director" means the Director of the City's Planning and Development Department.

"Property" means that certain 62± gross acres of unimproved real property, the legal description of which is set forth as Exhibit "A".

"Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"Site" means that portion of the Property remaining after excluding the RTC area from the Property. The legal description of the RTC area is set forth as Exhibit "B" and the legal description of the Site is set forth as Exhibit "C".

"Term" means the term of this Agreement.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

- 2.01. Reliance on the Applicable Rules. The City and the College agree that the College will be permitted to and shall carry out and complete development of the Site in accordance with the uses, densities, and provisions as set forth by the Applicable Rules.
- 2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Site, or apply a new rule, regulation, resolution, policy or ordinance to the development of the Site, and:
- (a) The development of the Site shall be subject to the Building Codes in effect at the time of issuance of the permit by the State Public Works Board of Nevada to construct any building or structure.
 - (b) The application of a new rule, regulation, resolution, policy or ordinance to the development of the Site is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.
 - (c) Nothing in this Agreement shall preclude the application to the Site of new or changed rules, regulations, policies resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

- (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Site, other than pursuant to one of the above subparagraphs 2.02(b) or 2.02(c), the College shall have the option, in its sole discretion, of accepting such new or amended rules by the giving of written notice of such acceptance. City and the College shall subsequently execute an amendment to this Agreement evidencing the College's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.
- 2.03. Application of New Fees. To the extent any such fees are applicable, notwithstanding subparagraph 2.02, above, the City may increase cost-based processing fees, Entitlement Request processing fees, inspection fees, plan review fees, facility fees, sewer connection fees, or traffic signal impact fees that are typical or uniformly apply to all development in the City.
- 2.04. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance by City or College with one or more provisions of this Agreement or require changes to any approval given by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:
- (a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
 - (b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.
- 2.05. City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. The College shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

- 2.06. City Cooperation. The City shall cooperate with the College in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, the College shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.
- 2.07. Relinquishment of R&PP Act Lease. The College is pursuing legislation in Congress that would grant a federal land patent for the Site to the College, subject to the requirements of this Agreement. In order that the College is able to finance the development of its Northwest Campus in the manner currently envisioned and on a time table which would justify the City to relinquish its Lease on the entire Site, the patent cannot be restricted so as to prevent private entities from leasing portions of the Site or leasing space within buildings for profitable ventures. The Parties agree that this Agreement shall be effective for its Term notwithstanding the grant of the federal land patent for the Site to the College. The College will notify the City in the event the College determines that it is unlikely to obtain the land patent. College shall have 18 months from the Effective Date of this Agreement to secure such patent, or this Agreement shall be null and void and the parties shall have no further liability or obligation to each other, except for the obligation to attempt to negotiate a new development agreement as set forth below. Such 18-month period may be extended for additional periods of 6 months upon the written approval of the City Council and College.

The College may not commence work on the Site until it obtains such a land patent and is in compliance with the terms of this Agreement.

The City will when and where requested indicate its willingness to relinquish its R&PP lease as to the Site, subject to the terms of this Agreement, as a final condition to the grant of patent to the College so long as the patent will allow the development of the Northwest Campus as envisioned by this Agreement. Thereafter, the City will file when appropriate a relinquishment of its R&PP lease with the BLM for the Site in order for the College to receive the land patent.

In the event the College is unable to secure a patent of the Site that is unrestricted as referenced above: 1) the parties shall attempt to enter into a new development agreement to accomplish the goals of the parties set forth herein, and 2) the City shall not be under any obligation to relinquish its Lease of the Site unless and until a mutually acceptable agreement is executed.

SECTION THREE
PLANNING AND DEVELOPMENT OF THE SITE

- 3.01 Planned Site. One of the primary objectives of the Parties is that development of the Site be undertaken in an organized fashion so as to ensure a well-integrated campus that is based on the design concepts of sustainable development with a mix of educational, office, commercial and possible residential uses.
- 3.02 Time for Construction and Completion of the Site. The Parties acknowledge and agree that it is in their respective best interests that development of the Site be accomplished to best support the College's objectives and purpose, but on a reasonable time table within the abilities of the College that justifies the City's relinquishment of the Site. In light of this mutual objective, and subject to the terms of the Applicable Rules, the College shall have the discretion as to the time of commencement, construction and completion of the Site, with the exception of the construction of Grand Montecito Parkway.
- 3.03 Permitted Uses, Density and Height. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed on the Site, the density of residential uses and the permitted uses of the land within the Site.
- (a) Maximum Residential Units Permitted. The College will be permitted to construct up to 500 residential units on the Site. Any residential units will be designed to primarily accommodate students, faculty, or staff of the College.
 - (b) Maximum Height of Structures. The maximum height of structures within the Site shall conform to Northwest Campus Design Standards Map 2. The College further agrees to comply with the 3:1 residential adjacency height setback ratio for buildings or other structures constructed on the western edge of the Site immediately adjacent to the existing residential area.
 - (c) Maximum Square Footage of Commercial Space. The maximum square footage of commercial space on the Site shall be up to 475,000 square feet.
 - (d) Square Footage for Educational Uses. There shall be no maximum square footage for educational uses. The Parties agree and acknowledge that the primary purpose of the Site is to provide educational opportunities including all ancillary uses such as faculty and administrative offices to achieve the educational purposes.

- (e) Land Uses. The Parties agree that the land uses within the Site are defined by this Agreement and more particularly described in Exhibit "D" which specifically delineates permitted uses, conditional uses and special uses within the Site.

3.04 Concept for the Site. The concept of the Northwest campus is to combine education with real world experience in an academic urban village. The Site will provide a learning environment that creates a mixed used learning, working, leisure, and living environment that attracts students, faculty, community and business partners and that incorporates other opportunities beyond the traditional classroom including but not limited to business entities that will furnish teaching/learning experiences, internships, externships, employment, on-site training, necessary services and supportive retail ventures. Commercial, for-profit activities will be carried out along with non-profit public services. A substantial percentage of the College's students study health sciences, applied sciences and technology, and other areas leading directly in a relatively short period of time to the workplace. Once the Site is fully developed, it will be an activity center where students can both learn and gain work experience while also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this concept is to provide student services in a highly accessible one-stop storefront environment to achieve a self-sustaining Campus for education, culture and associated services for the benefit of the citizens of Las Vegas. The College recognizes the significant planning and development that many entities including the City have undertaken to develop the northwest area of the City, of which the Campus will be a significant contributing part. It is not possible to identify at the time of the execution of this Agreement all of the details on uses, location and timing for development.

- (a) Non-Use of the Site. The Parties agree that the College will be permitted to and shall develop the Northwest Campus in its entirety and in accordance with this Agreement. The College will not convey its interest in the Site to another party, nor allow the Site to remain undeveloped.
- (b) Third-Party Ground Leases. Portions of the Site may be the subject of a ground lease for development consistent with this Agreement.

3.05 State Public Works Board of Nevada. Any building or structure that is constructed on the Site will only be subject to this Agreement and to the laws, rules and requirements involving the SPWB pertaining to construction of any building on State of Nevada property or for which the money is appropriated by the Nevada Legislature. Nothing in this Agreement shall be interpreted to extend the City's jurisdiction over construction of any building constructed on State property

beyond what is specifically provided for in this Agreement. Following acquisition of the federal patent for the Site, the SPWB is required by statute to be the building official, to review all plans and specifications, to issue building permits, to perform all inspections, and to issue the building occupancy report for buildings or structures constructed on the Site, so long as the Site remains the property of the State. In the event any portion of the Site is deeded to an entity other than the State following acquisition of such patent, the construction of any building on such portion shall be under the jurisdiction of the City which shall perform all of the above functions, and not the SPWB.

- 3.06 Modifications. The Parties agree that modifications of the Northwest Campus Design Standards are generally not in the best interests of the effective and consistent development of the Site.

However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Northwest Campus Design Standards to accommodate unique situations which are presented to the College upon the actual development of the Site.

Further, the Parties agree that modifications of the Northwest Campus Design Standards can change the look, feel and construction of the Site in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Northwest Campus Design Standards is the College entity itself and not a lessee or any other party.

- (a) Applicant. Requests for all modifications of the Northwest Campus Design Standards may be made only by the College.
- (b) Minor Modifications. Minor Modifications are changes to the Design Standards that include:
 - (i.) Changes in architectural styles, color palettes and detail elements.
 - (ii.) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.
 - (iii.) Changes in building materials.
 - (iv.) Changes in landscaping materials, plant palettes and landscaping detail elements.

- (v.) A change in an on-site private roadway (not major public roadway) that does not adversely impact traffic circulation or create a material impact and is approved by the Director of Planning and the Director of Public Works.

(c) Submittal, Review, Decision and Appeal.

- (i.) An application for Minor Modification may be made to the Director of Planning for consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application;
- (ii.) The Director of Planning may, in his/her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application, which decision is final unless it is appealed by the College pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the College, the decision of the Director of Planning may be appealed directly to the City Council.
- (iii.) The College may appeal any decision of the Director of Planning to the City Council by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

- (i.) Any application for a modification to the Northwest Campus Design Standards that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the City Council within forty-five (45) days of either the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable;
- (ii.) Prior to City Council consideration of a Major Modification that increases density on the Site, the Master Developer shall meet and confer with the Director of Public Works or designee as to whether an update to the Master Studies is required. If the Director of Public Works or designee requires an update to one of more of the

Master Studies, such update shall be prepared by the College and submitted to the Department of Public Works no later than fifteen (15) business days prior to the City Council hearing.

3.07 Entitlement Requests.

- (a) Generally. The City agrees to cooperate reasonably with the College to:
 - (i) Expeditiously process all Entitlement Requests in connection with the Site that are in compliance with the Applicable Rules and Master Studies; and
 - (ii) Expeditiously process and consider all land use applications that require a public hearing and which may include special use permits or revisions to the site plan that increase height, density or commercial square footage beyond what is contemplated in this Agreement. These applications shall proceed directly to the City Council without consideration by the Planning Commission.
- (b) Required Zoning and Master Plan Entitlement for Site. The Parties acknowledge and agree that the Site is currently master-planned and zoned as PF-TC (Public Facility - Town Center). The Parties further acknowledge that the unique circumstance of developing the Site as a college campus means that other uses not traditionally allowed on PF property will be permitted on the Site in accordance with Exhibit "D" and this Agreement.
- (c) Subsequent Entitlement Requests. All subsequent Entitlement Request applications shall be processed by the City according to the Applicable Rules.
- (d) Build-out Phases. College will generally develop the Campus over time as various relevant factors dictate from the east edge moving to the west, and will provide improvements to the east part first and thereafter continue to progress in its construction of improvements to the west part until the Site is wholly developed. The College shall solely determine the timing, order and phasing of the improvements on the Campus.

Notwithstanding on-site phasing, as set forth in Section 7.02, the extension of Grand Montecito Parkway will be constructed with the first phase, and other public transportation improvements will be phased as determined in the Master Traffic Study.

3.08 Dedicated Staff and the Processing of Applications.

- (a) Dedicated Staff. City will endeavor but not be required to have at least one person in the various City departments that are reasonably knowledgeable for processing matters related to the Site. Such person will be at least generally familiar with the Site, including without limitation, the Applicable Rules. This sub-section applies to the following departments:
 - (i) Department of Planning and Development;
 - (ii) Building and Safety Department;
 - (iii) Public Works Department;
 - (iv) Right-of-way Section of the Department of Public Works;
 - (v) Traffic Division of the Department of Public Works;
 - (vi) Flood Control Section of the Department of Public Works;
 - (vii) Collection System Planning Section of the Department of Public Works;
 - (viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Site; and
 - (ix) Surveying Section of the Department of Public Works
- (b) Processing. The Parties agree that the City will use its reasonable efforts to utilize such dedicated staff members for the processing of all Entitlement Requests, applications for Minor and Major Modifications and all other requests related to the development of the Site in an expedient fashion according to the provisions of the Code.

3.09 Off-Premise Signs (Billboards) Prohibited. Off-Premise Signs are prohibited within the Site. No person or entity shall apply for the use of an Off- Premise Sign anywhere within the boundaries of the Site, and the City shall not approve or issue any permit for an Off-Premise Sign within the Site.

3.10 Blasting. The College agrees to comply with all Code and City policies as related to blasting. Notwithstanding the provisions of Section Two, such Code provisions and City policies may be amended at the City's discretion.

3.11 Property Dedications to City. Any real property (and fixtures thereupon)

transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to the College from the United States of America).

- 3.12 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of the Site including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by the City shall apply to the development of the Site or portion thereof. Notwithstanding the foregoing, the City may adopt ordinances, resolutions or rules or regulations that are necessary to:

- (a) comply with any state or federal laws or regulations as provided by Section 2.4, above;
- (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Site, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) maintain the City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, the College shall continue to be entitled to apply for and receive consideration of Entitlement Requests in accordance with the Applicable Rules.

- 3.13 Additional Property Not Included Within Development Agreement. The College shall not develop additional property as a part of the Site pursuant to the terms of the Applicable Rules that is not a part of the Property, without the amendment of this Agreement and City consideration of additional impacts to the City based upon the inclusion of such additional real property.

- 3.14 Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from the College, such documents as may be reasonably necessary to acknowledge that:

- (a) the City has no lien on the Site as a direct result of this Agreement, or disclosure of any City liens that exist; and

- (b) the City is not aware of a default of this Agreement by the College or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve the College of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

- 3.15 Franchise Agreements. The City warrants that it has entered into franchise agreements with all of the public utility companies that provide utility services within City of Las Vegas, specifically, Nevada Power Company, Embarq Corporation, Southwest Gas Corporation, and Cox Communication (the "Franchise Agreements").

SECTION FOUR **MAINTENANCE OF THE SITE**

- 4.01 Maintenance of Landscape Areas. The College will maintain all landscaped areas within the Site and within the right-of-way abutting the Site that are installed by the College in good condition and repair to include maintaining clear Sight Visibility Restriction Zones (SVRZs) to the satisfaction of the Director of Public Works. The College shall submit encroachment agreements for landscaping within the Right-of-Way pursuant to the Applicable Rules. In addition, the College shall maintain in good condition and repair all sidewalks, private streets, drives and alleys, trails, amenity zones, drainage facilities and any landscaping in, on and around medians and public rights-of-way.
- 4.02 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the City-dedicated public street(s) (excluding any landscaping within the right-of-way), associated curbs, gutters, City-owned traffic control devices and signage, and streetlights upon City-dedicated public streets which are within the Site and accepted by the City will be maintained by the City in good condition and repair at the City's sole cost and expense.

SECTION FIVE **PUBLIC FACILITIES**

- 5.01 Post Office. The College acknowledges that the City committed a portion of the Site to the USPS to be used as a post office. The USPS has requested five (5) acres of land within the Site. Although the final location of the post office has not been determined, the College will provide such land to the USPS in a current "as is" condition and in a location that is mutually agreeable to the City, the College and the USPS. If USPS needs to acquire such location prior to College obtaining the patent for the Site, the City shall cooperate with USPS and BLM in

relinquishing such location in favor of USPS. Neither the City nor the College will be responsible for any on-site grading, paving, utilities or construction of the post office. Nothing herein limits the College's ability to negotiate with the USPS for contribution for road improvements or any other costs or fees incurred by the College under this Agreement. If the post office has not pulled a building permit for its facility within six (6) years from the Effective Date, this section 5.01 shall cease to be effective and the five acres committed to the USPS can be developed by the College. In the event the USPS determines that it does not need a post office on the Site as evidenced in writing, the College is relieved of its obligation to provide land for a post office within the Site.

5.02 Regional Transportation Center

- (a) Design of the Regional Transportation Center. The Parties acknowledge that the RTC plans to construct a park-n-ride facility adjacent to the Site. It is currently anticipated that the park and ride facility may be developed to include one or more of the following:
 - (i) A transit center where passengers interchange from one route or mass transit vehicle to another that has significant infrastructure such as a waiting room, benches, restrooms, sales outlet, ticket or pass vending machines, and/or other services;
 - (ii) A parking garage and/or lot used for parking passengers' automobiles, either free or for a fee, while they use transit agency facilities. Park-and-ride facilities are generally established as collector sites for rail or bus service. Park-and-ride facilities may also serve as collector sites for vanpools and carpools, and as transit centers.
 - (iii) A kiss and ride facility where commuters who are passengers in non-transit vehicles are dropped off to board a mass transit vehicle.
- (b) The College is not responsible for any infrastructure costs such as streets, lighting, grading, pavement or other costs associated with the construction of the RTC facility, other than as required by the Applicable Rules.

5.03 Other Public Facilities. City agrees that College shall have no obligation, other than those identified in this Agreement, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for public or civic buildings, inside or outside of the Site or otherwise provide or pay any further exaction, including, special assessment district assessments, other

assessments or development fees, as a substitute therefore, including, without limitation, sites and related improvements and equipment for fire stations, police stations, schools and libraries. The College agrees that the City shall have no obligation, other than those identified in this Agreement and its normal and customary duties as a municipal corporation providing services to its constituents, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for the development of the Site.

- 5.04 Police and Fire Services. The City agrees that it shall provide, at its sole cost and expense, fire service to the Site and that no development within the Site will be denied or conditioned as a result of lack of police and fire services. City acknowledges that College maintains its own police department and other security services. The College police services are controlled by the LVMPD.

SECTION SIX **OPEN SPACE and PARKS**

- 6.01 Parks and Open Space. The City agrees that the College shall not be required to provide any land for parks, public recreational uses, or other public uses other than as the College determines is appropriate to achieve its educational purposes.

SECTION SEVEN **TRANSPORTATION**

- 7.01 Mitigation of Off-Site Traffic Impacts.

- (a) The College's obligation to construct or provide traffic improvements shall be limited to 1) its appropriate share and obligations related to the extension of Grand Montecito Parkway on the Site as set forth in Section 7.02 of this Agreement, 2) the expansion of Elkhorn Road to two westbound travel lanes immediately west of Durango Drive, 3) improvements identified in the Master Traffic Study, and 4) bus turnouts, traffic chord easements, and similar features at various locations as identified on Exhibit "F". The College shall have no other obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, to provide land, facilities or improvements for road and motor vehicular traffic system or for any facilities, equipment or physical improvements that are a substitute therefore. The College agrees that except for public streets, all parking and paved traffic areas on the Site will be its responsibility.
- (b) The College agrees that it shall pay the traffic signal impact fees provided for in City Ordinance 5644. In the event that the College is not required to

obtain building permits from the City, the College agrees to pay traffic signal impact fees at the time the building permit is issued by the SPWB.

7.02 Grand Montecito Parkway.

- (a) Grand Montecito Parkway is that road designed to go north and then west across the Site to Durango Drive from its current termination point at the intersection of Elkhorn Road. In general, the extension of Grand Montecito Parkway has been approved by the City.
- (b) Grand Montecito Parkway ultimately may include, without limitation, curb, gutter, drainage and sewer facilities, sidewalk, street lights, pavement, striping, medians, landscaping, trails, amenity zones, and traffic control devices, including conduits and foundations and signage. The cost of the Grand Montecito Parkway will be allocated as follows:

The College shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway on the Site for any part of that extension where Grand Montecito Parkway is adjacent to land patented to and occupied by the College and where the RTC does not hold the right of occupancy on both sides of the proposed Grand Montecito Parkway. As long as the College has received the land patent for the Site, the College:

- (i) shall fulfill its obligations of this sub-section when the College or the RTC is prepared to commence the construction of the extension of Grand Montecito Parkway, whichever may occur first.
 - (ii) RTC shall be responsible for and pay for half of the costs of the extension of Grand Montecito Parkway except that RTC shall pay for all of the costs of the extension adjacent to the land where RTC holds the right of occupancy on both sides of the proposed Grand Montecito Parkway.
 - (iii) The City shall cause a supplement to the Cooperative Agreement to be executed with and by the RTC which memorializes the cost responsibilities for the extension of the Grand Montecito Parkway as set forth in (i) and (ii) above.
- (c) After road dedication to the City, the College shall submit to the City encroachment agreements for maintenance of the landscaping within the public right-of-way.

- (d) In the event the RTC commences construction of the extension of Grand Montecito Parkway prior to the time the College has obtained the land patent for the Site, the City will be responsible for the costs of the extension which are not the obligation of RTC, and the College will reimburse the City those costs which the City has expended pursuant to this provision within sixty days of obtaining the land patent for the Site, or the City will defer the improvements to be completed by the College until the land patent is issued, and the College will commence these improvements within 60 days of obtaining the land patent for the Site.

7.03 Land Dedication. Notwithstanding anything to the contrary in this Agreement, the College and the City agree that the College will only dedicate rights-of-way required for the extension of Grand Montecito Parkway, the expansion of Elkhorn Road, and as set out on Exhibit "F".

7.04 Conformance to Master Studies. The Master Studies will be required after final consideration and approval of this Agreement by the City Council and after College receives the federal land patent for the Site.

The College agrees to construct and dedicate to the City all infrastructure necessary for the development of the Site as identified by the Master Studies and this Agreement. Such infrastructure improvements will be constructed in conformance with, in the manner of, and within timeframes delineated by the Master Studies and this Agreement. If there is a conflict between this Agreement and the Master Studies as to the timing of the construction and/or dedication of infrastructure improvements, the Master Studies shall control.

7.05 Acquisition of Rights-of-Way and Easements. The City acknowledges that certain rights-of-way and easements outside the boundaries of the Site may be necessary for the construction of the necessary infrastructure improvements. The City shall assist the College in obtaining the necessary rights-of-way, easements or other interests not owned by the College necessary to construct the necessary infrastructure improvements.

With regard to any necessary roadways and/or necessary drainage and sewer corridors that are proposed to abut or cross BLM lands, the College shall submit all required documentation and applicable fees to the City to enable the City to acquire the necessary property or land patents from the BLM.

SECTION EIGHT

FLOOD CONTROL

- 8.01 Flood Control Facilities and Technical Drainage Studies. The College shall submit a Master Drainage Study addressing the overall drainage impacts to the Site and adjacent roadways. The phased development of the Site will require that a Technical Drainage Study be required for each phase of development. The Master Drainage Study and the Technical Drainage Studies for each phase of development shall be prepared in accordance with the Clark County Regional Flood Control District (CCRFC) Hydraulic Criteria and Drainage Design Manual. The College agrees to implement the drainage study requirements and follow the recommendations of approval from the City of Las Vegas, with concurrence by the Clark County Regional Flood Control District and the Nevada Department of Transportation (NDOT). Drainage study updates may be required based upon the development phasing.

The drainage studies shall identify the necessary storm drain system and/or other mitigation measures needed to protect the Site development from the existing condition flows and the ultimate condition flows for both the 10-year and 100-year storms. The facilities identified in the drainage studies must be designed and constructed by the College with each phase of development and may include both on-site and adjacent off-site facilities. The College agrees that Grand Montecito Parkway may include storm drain facilities as determined by the drainage study for the Site. The College shall be responsible for paying the costs of constructing any facilities necessary, whether interim or ultimate, and shall comply with Section 7.05 of this Agreement regarding Acquisitions of Rights of Way and Easements to accommodate such facilities. All interim and on-site storm drain facilities must be maintained by the College. The College will not be responsible for the technical drainage studies for the USPS or RTC sites.

SECTION NINE

SANITATION

- 9.01 Sewer Capacity. The Parties agree that the City will provide sanitary sewer service. The sanitary sewer point of connections will be the existing 8-inch sanitary sewer main located at the intersection of Elkhorn Road and Grand Montecito Parkway, an existing 24-inch sewer main located within the Durango Drive right-of-way and a 12-inch sewer main located in Elkhorn Road west of Durango Drive. The College is responsible for design and construction of any sewer main extensions of adequate capacity to serve the Site and for sewer connection fees in accordance with the City's Municipal Code, Title 14. The College shall grant easements to the City for public sewer purposes to perpetuate

the continuation of sewer lines prior to the installation of any sewer lines. Except as otherwise stated herein, the College shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any facilities, equipment or physical improvements relating to sanitary sewer service off-site to the College. All off-site sewer design and construction shall conform to the latest edition of the "Design and Construction Standards for Wastewater Collection Systems for Offsite Sewers". All on-site sewer design and construction shall conform to the latest adopted edition of the "Uniform Plumbing Code".

SECTION TEN

WATER

- 10.01 Water Supply. The Parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District ("LVVWD"). If, however, the City assumes any role in water allocation during the term of this Agreement, the City agrees it will endeavor to allocate or cause to be allocated to the College water in order that the development of the Site will continue uninterrupted. The City and the College will cooperate with the LVVWD in granting over their respective properties reasonable easements or rights-of-way either on or off site necessary for the installation of water facilities to serve the Site. NSHE or the College agrees to execute all Affidavits of Waiver and Consent forms required in order for water laterals and mains to be constructed.

SECTION ELEVEN

REVIEW OF DEVELOPMENT

- 11.01 Frequency of Reviews. As required by NRS 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term, the College shall provide and the City shall review in good faith a report submitted by the College documenting the extent of the Parties' material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response. The Parties shall be permitted an opportunity to be heard before the City Council regarding their performance under this Agreement in the manner set forth in the Development Agreement Ordinance.
- 11.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. The College shall be permitted an opportunity to be

heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Planning Director may, in his/her discretion, provide copies of the report to members of the City's Planning Commission for their information and use. Prior to submitting the report, the College may meet with the Planning Director to discuss the status of development of the Site.

- 11.03 Action by City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TWELVE

DEFAULT

- 12.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a thirty (30) day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which thirty (30) day period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the default cannot be reasonably cured within the thirty (30) day cure period, the non-compliant Party may timely cure the default for purposes of this Section Twelve if it commences the appropriate remedial action within the thirty (30) cure period and thereafter prosecutes such action to completion within a reasonable period of time. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than sixty (60) days from the date the sixty (60) day notice of default and opportunity to cure was mailed to the non-compliant party.

If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the alleged default is not corrected within the relevant cure period, the party alleging non-compliance may elect any one or more of the following courses:

- (a) City Manager/ President Resolution. The City Manager and the President of the College shall meet to discuss the alleged default and seek to resolve the matter in a mutually agreeable time frame.
- (b) Mediation. The Parties shall submit the issues to mediation to attempt resolution.

- (c) Arbitration. The Parties shall request the Chief Judge of the Eighth Judicial District Court to select an Arbitrator with experience in City planning and design standards to conduct arbitration and issue a decision which will be binding. No appeal of the arbitration decision can be filed by either party.

12.02 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to the other party within thirty (30) days after the commencement thereof, an automatic extension of time, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the City and the College. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section Eleven above.

12.03 Limitation on Monetary Damages. City and the College agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the City and the College may pursue any course of action or equity available for breach, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

12.04 Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

12.05 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

12.06 Applicable Laws: Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

- 12.07 Default by City. In the event the City substantially defaults under this Agreement, the College shall have the right to terminate this Agreement as set forth in Section 12.01. Notwithstanding the forgoing, the College shall have the option, in its sole discretion, to maintain this Agreement in effect, and seek to enforce all of the City's obligations herein under the provisions set forth in Sections 12.01 and 12.03.

SECTION THIRTEEN **GENERAL PROVISIONS**

- 13.01 Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless extended by written agreement executed by the City and the College or unless terminated earlier pursuant to the terms hereof. City agrees that the College shall have the right to request extension of the term of this Agreement for an additional fifteen (15) years upon the following conditions:
- (a) the College provides written notice of such extension to the City at least one hundred-eighty (180) days prior to the expiration of the original thirty (30) year term of this Agreement;
 - (b) the College is not in default of this Agreement; and
 - (c) the College and the City enter into an amendment to this Agreement memorializing the extension of the term.
- 13.02 Financing. The College has previously provided financing commitments and options to the City in compliance with the MOU. The College shall have the sole discretion as to the form, amount and conditions of financing throughout the term of this Agreement. No obligation or requirement for financing is placed on the City.
- 13.03 Assignment to a Third Party. Assignment or a transfer of rights or obligations under this Agreement to a third person other than as provided herein is not a contemplated transaction under this Agreement. The College shall not sell or transfer any or all of its rights or obligations under this Agreement to a third person other than as provided herein without the approval of the City Council and any such unapproved transfer is void and is an immediate default of this Agreement notwithstanding the cure provisions of Section Twelve.
- (a) To an Affiliate of College. Except as otherwise provided by Section 13.02(e), below, the rights of the College under this Agreement may be freely transferred or assigned to an Affiliate of the College provided that such entity

shall assume in writing all obligations of the College hereunder in a form acceptable to the City, to be accepted by the City Manager.

- (b) Transfer Not to Relieve the College of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Site shall relieve the College of its obligations hereunder as to the portion of the Site so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the College hereunder. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (c) In Connection with Financing Transactions. Following its receipt of a patent for the Site, the College shall have full discretion and authority to encumber the Site or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

13.04 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may only be amended or canceled upon the mutual consent of the College and the City Council. Any proposed amendments shall be considered solely by the City Council.

13.05 Indemnity, Hold Harmless. To the extent limited in accordance with NRS 41.0305 to NRS 42.039, the College shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of College or those of its contractors, subcontractors, agents, employees, or other persons acting on College's behalf which relate to the development of the Site. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives.

13.06 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

13.07 Relationship of Parties. It is understood that the contractual relationship between City and the College is such that the College is not an agent of City for any

purpose and City is not an agent of the College for any capacity.

- 13.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6501
Fax: 702-388-1807
Attention: City Manager

With a copy to: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Phone: 702-229-6629
Fax: 702-386-1749
Attention: City Attorney

To College: College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-5600
Fax: 702-651-5001
Attention: President

With a copy to: College of Southern Nevada
6375 West Charleston Blvd.
Las Vegas, Nevada 89146
Phone: 702-651-7488
Fax: 702-651-7464
Attention: General Counsel

Either Party may change its address by giving notice in writing to the other, and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

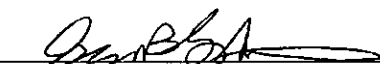
- 13.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and

conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

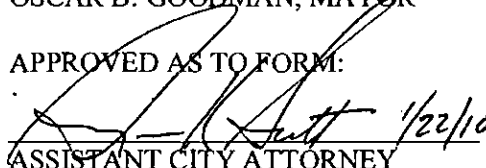
- 13.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of the College or approved by the City Council, as the case may be.
- 13.11 Recording; Amendments. In addition to the City Council approving this Agreement as set forth herein, the City shall also take all necessary steps to approve this Agreement by ordinance pursuant to NRS 278.0203 and subsequently thereto, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and the College in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and the College and shall be recorded in the Official Records of Clark County, Nevada.
- 13.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.
- 13.13 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective on the day and year first above written.

CITY:
CITY COUNCIL, CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, MAYOR

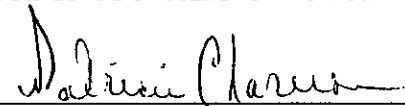
APPROVED AS TO FORM:

 1/22/10
ASSISTANT CITY ATTORNEY
ATTEST:

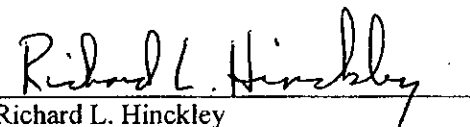
CITY CLERK

By: 
BEVERLY K. BRIDGES, CITY CLERK

*Board of Regents of the Nevada System
of Higher Education on behalf of the*
COLLEGE OF SOUTHERN NEVADA:

By: 
Name: Patricia Charlton
Title: Sr. Vice President
Finance and Facilities

APPROVED AS TO FORM:


Richard L. Hinckley
General Counsel, CSN

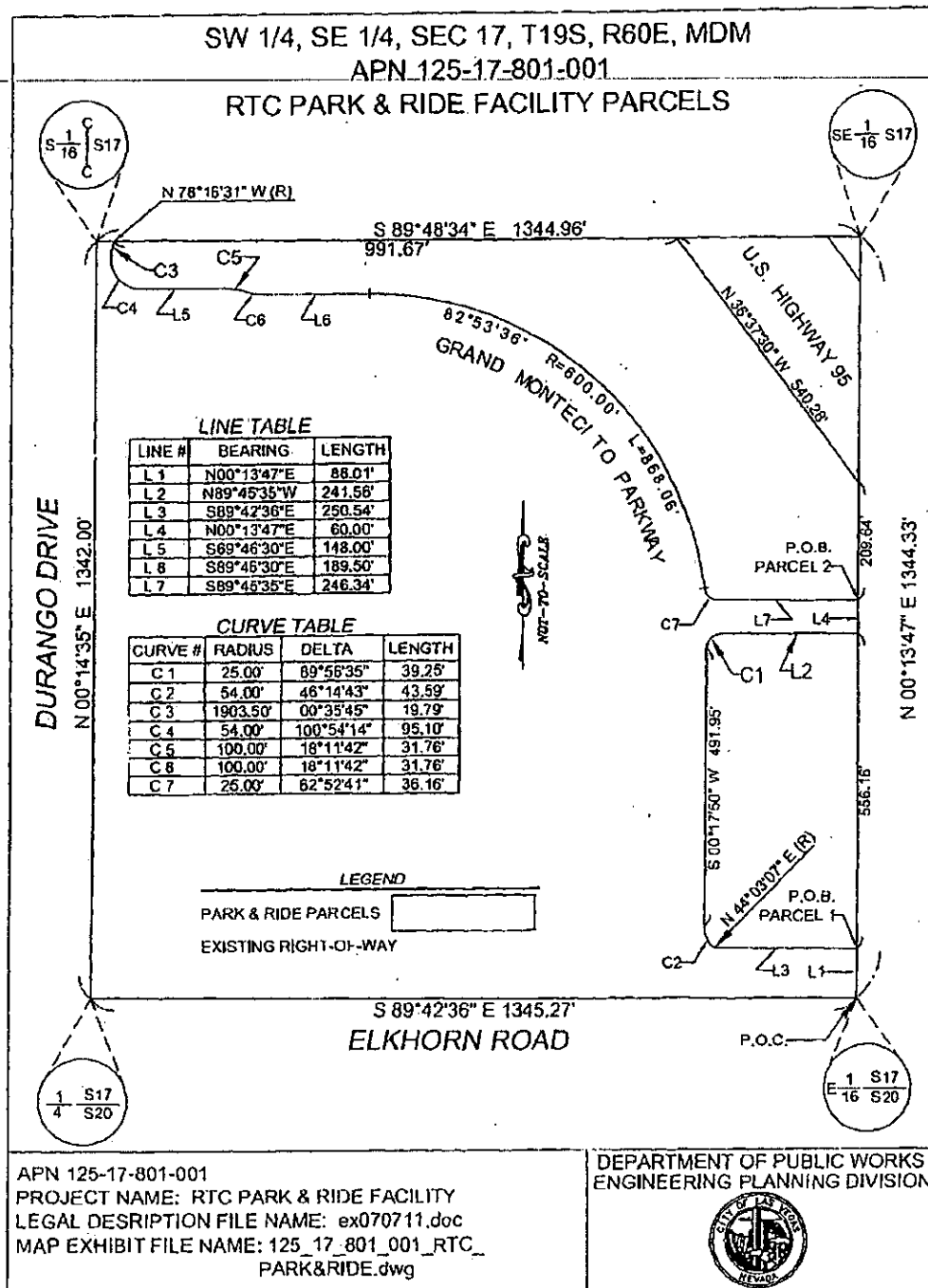
(College should prepare acknowledgement forms to attach)

EXHIBIT A
Legal Description of Property

The lands described as follows:

Mount Diablo Meridian
T.195S., R. 60 E., Sec. 17
Government Lots 18, 19 & 20

EXHIBIT B



APN 125-17-801-001
PROJECT NAME: RTC PARK & RIDE FACILITY
LEGAL DESCRIPTION FILE NAME: ex070711.doc
MAP EXHIBIT FILE NAME: 125_17_801_001_RTC_PARK&RIDE.dwg

DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION



EXHIBIT B

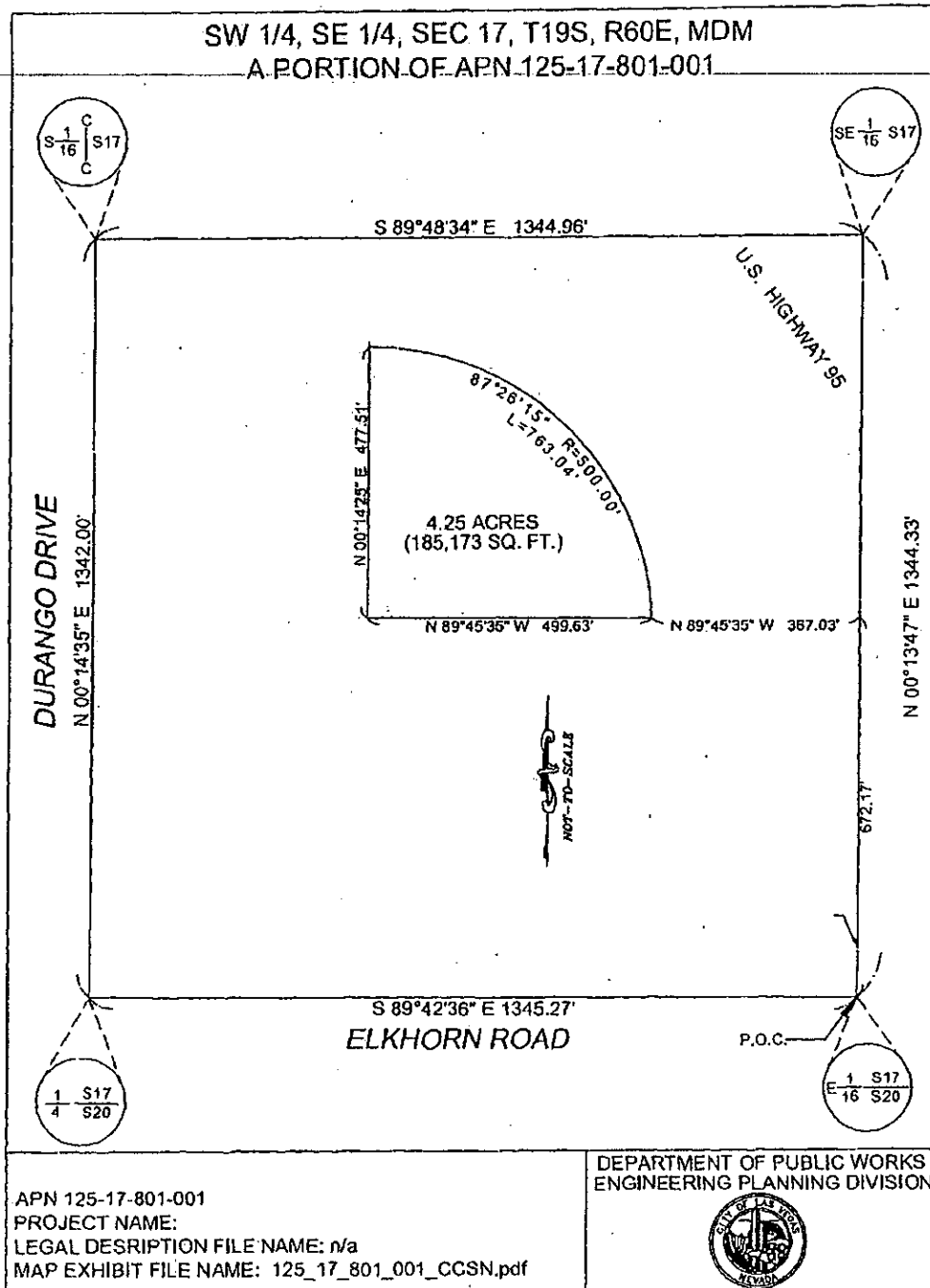


Exhibit C

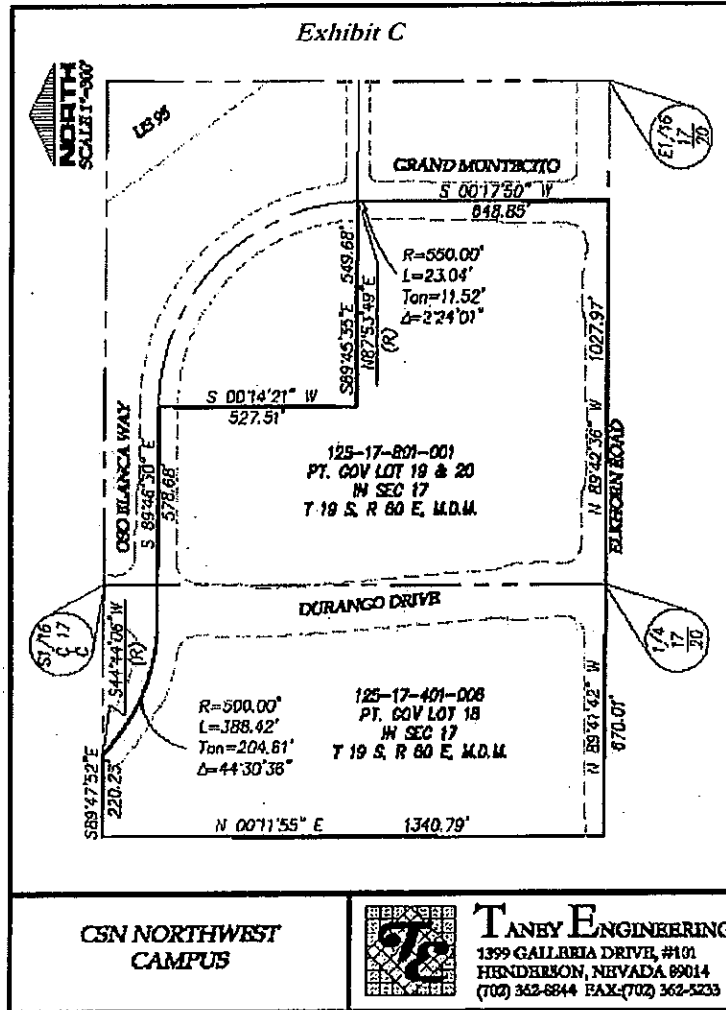


Exhibit C

LEGAL DESCRIPTION

THE PURPOSE IS TO DESCRIBE THE GROSS AREA OF THE NORTHWEST CAMPUS OF THE COLLEGE OF SOUTHERN NEVADA. THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION AND IS NOT THE RESULTS OF A FIELD SURVEY.

LYING WITHIN GOVERNMENT LOTS 18, 19 AND 20 IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE WEST LINE THEREOF NORTH 00°11'55" EAST, 1340.79 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 18; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89°47'52" EAST, 220.23 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 45°15'54" EAST ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 44°30'36", AN ARC DISTANCE OF 388.42 FEET; THENCE SOUTH 89°46'30" EAST, 578.68 FEET; THENCE SOUTH 00°14'21" WEST, 527.51 FEET; THENCE SOUTH 89°45'35" EAST, 549.68 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT WHICH BEARS SOUTH 02°06'11" EAST ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 02°24'01", AN ARC DISTANCE OF 23.04 FEET; THENCE SOUTH 00°17'50" WEST, 648.85 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 20; THENCE ALONG SAID SOUTH LINE OF GOVERNMENT LOT 20 AND THE CONTINUATION THEREOF NORTH 89°42'36" WEST, 1027.97 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 18, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 17 AND THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 19; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 18 NORTH 89°41'42" WEST, 670.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41.17 ACRES, MORE OR LESS

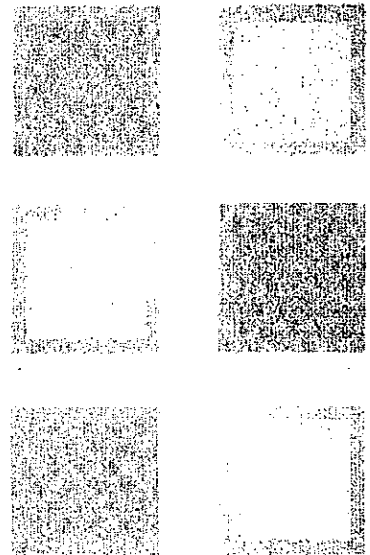
EXHIBIT D

Permitted Uses

USES	PF
Amphitheater	P
Animal Hospital, Clinic, Shelter, Without Outside Pens	C
Antique/Collectible Stores	P
Beer/Wine/Cooler On-Sale Establishment	S
Building and Landscape Material/Lumber Yard	S
Child Care Center	P
Church/House of Worship	P
College, University or Seminary	P
Commercial Recreation/Amusement (Indoor)	P
Commercial Recreation/Amusement (Outdoor)	S
Community Recreational Facility, Public	P
Convalescent Care Facility/Nursing Home	S
Copy Center	P
Dry Cleaners	P
Electric Utility Substation	S
Financial Institution, General (with Drive-Through)	S
Financial Institution, General (without Drive-Through)	P
General Personal Service	P
General Retail Store	P
Government Facility	P
Health Club	P
Helipad	S
High Density (25+ du/ac) Mixed Use	S
Home Occupation	P
Hospital	P
Hotel, Motel or Hotel Suites	S
Laboratory, Medical or Dental	P
Laundry Self Service	P
Library, Art Gallery or Museum (Public)	P
Medium Residential (12.1-25 DUA)	P
Museum or Art Gallery (Private)	C
Office, Medical or Dental	P
Office, other than listed	P
Parking, Commercial	P
Pet Shop	P
Post Office, Local Service	P
Private Club, Lodge or Fraternal Organization	P
Private Sports Arena, Stadium or Track	S
Public Park or Playground	P
Public or Private School, Primary	C
Public or Private School, Secondary	C
Radio, TV or Microwave Communication Tower	S
Restaurant (without drive-through)	P
Temporary Contractor's Construction Yard	TCP
Temporary Outdoor Commercial Event	TCP
Temporary Real Estate Sales Office	C
Trade Schools	P
Transit Passenger Facility	P
TV Broadcasting and other Communication Service	P
Utility Transmission Lines	C
Wireless Communication Facility	S

City of Las Vegas

COLLEGE OF SOUTHERN NEVADA NORTHWEST CAMPUS DESIGN STANDARDS



College of Southern Nevada Northwest Campus Design Standards

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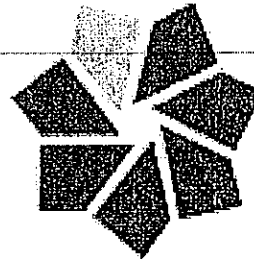
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A. INTRODUCTION

1. PURPOSE OF THE NORTHWEST CAMPUS



CSN
COLLEGE OF
SOUTHERN NEVADA

The College of Southern Nevada (hereinafter College or CSN) is the largest institution of higher learning in Nevada based on full time-equivalent student count. It currently operates three major campuses in the northeast, southeast and southwest areas of the Las Vegas valley. As a result of overall growth in the valley and the extensive development of the northwest, commute times for students/potential students who reside there have continued to increase. The Cheyenne and Charleston campuses will be fully developed in the near-term and student enrollment has expanded to current physical capacity. Growth has continued to boom in the northwest area of the valley, and CSN proposes to develop a northwest campus (hereinafter NW campus) to serve the needs of those residents. The northwest community is not currently served by any NSHE institution.

The area surrounding the Northwest Campus is already somewhat developed in a mixed-use fashion, and will continue to fill out in like fashion. CSN's NW campus is proposed to match the look and activity of the existing Northwest Campus development. The NW campus will not be designed and built in the traditional mold of a college campus and will not present the same 'look' as its other three main campuses. CSN proposes to initiate this new brand as a dynamic and progressive educational institution.

2. CONCEPT

The concept of CSN's NW campus is to combine education with real world experience in an academic urban village. The campus will provide a world-class learning environment that creates a state-of-the-art mixed used learning, working, leisure, and living environment that attracts students, faculty, and community and business partners. The campus will consist of mixed use educational facilities served also by various complimentary businesses, offices, clinics and much more. A large percentage of CSN students study health sciences, applied sciences and technology, and other areas leading directly in a short period of time to the ever expanding workplace. Once the campus is fully realized, it will be a vibrant activity center where students can both learn and gain work experience while

also creating certain destination opportunities in the region for the surrounding community. One of the objectives of this urban village campus concept is to provide student services in a highly accessible one-stop storefront environment.

CSN's NW campus will be realized in multiple phases. This document forms the initial design standards and commitment to building standards appended to the Development Agreement entered into with the City of Las Vegas (hereinafter City).

Each building proposed for the NW campus will be evaluated and designed to be a mixed use structure capable of housing a variety of functions. Public private partnerships, long-term leases, short-term tenancy, and other structures are all possible to maximize the efficiency of education, real world experience, and support services. Initial building(s) will also provide student administrative services.

The campus improvements will look to provide a sustainable, low energy and low water use development. It will also be the objective of the College to develop the campus at a density to maximize efficient use of land and resources. The site should have a campus feel, rather than appearing like The District – the college function should be readily identified through the architecture, public spaces, etc.

3. PURPOSE OF THE DESIGN STANDARDS

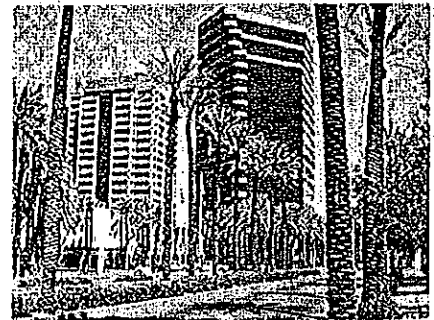
CSN provides this appendix to the Development Agreement to guide the physical development for its unique study/work/services NW campus. Development of the campus will incorporate consistent standards and themes to provide a visually attractive and efficient urban campus village. There will be a compatibility of building scale, color, materials, and design motifs, allowing the various structures to blend together in a harmonious manner. Essential to creating this sense of a quality learning and working environment is a commitment to the characteristics of development and design standards outlined in this document.

B. CIRCULATION

1. STREETScape DESIGN GUIDELINES

Streets are the organizing feature around which buildings and open space will be developed. The role they play must be identified within the urban context in terms of hierarchy, image, character and the functional requirements of linking land uses.

a. Northwest Campus Street Hierarchy



Streetscape

There are four (4) types of streets or roadways within or adjacent to the Northwest Campus. These streets are depicted in Figures 1 through 4. The designation and right-of-way width of each of these streets are as follows:

Street Type	Right-of-Way Width
Parkway (Durango)	120 Feet
Frontage Road (Grand Montecito)	90 Feet
Interior Campus Streets	80 Feet
Primary Arterial (Elkhorn)	100 Feet

These streets are based on the Town Center Street guidelines. If changes to the guidelines are made due to safety reasons, the Northwest Campus standards will be amended for prospective applications.

Each type of street within the Northwest Campus shall be designed to be pedestrian-friendly and shall have a distinctive character that includes the adjacent setbacks, landscape, and plazas, and compliments the building articulation.

All streets shall conform to the Uniform Standard Drawings for Public Works Construction, Clark County Area. The standards for the Northwest Campus streets shall be applicable in the areas of the Northwest Campus depicted on Map 1, "Northwest Campus Street Plan" Map.

The following criteria are intended to provide an answer to potential future conflicts. Other criteria may be developed in the future as the need arises under particular conditions.

1. All public right-of-way shall be as shown in Figures 1 through 4. Encroachment agreements shall be required for all landscaping in the public right-of-way.

b. Standards Applicable to All Northwest Campus Streets

1. Street Furniture - Locational requirements for street furniture are described below. For specific details concerning the design of street furniture, refer to Section C.2.f of these standards.
2. Trash receptacles - trash receptacles shall be provided at every corner of each intersection.
3. Bicycle racks - bicycle racks shall be provided in conjunction with the benches at bus stops and near the entrances of businesses.

4. Amenity Zone – an Amenity Zone is an area, located between back of curb to the sidewalk, which will be landscaped and improved as described in these standards. Streetlights, benches and trash receptacles on a patterned hardscape area will be incorporated in the Amenity Zone.

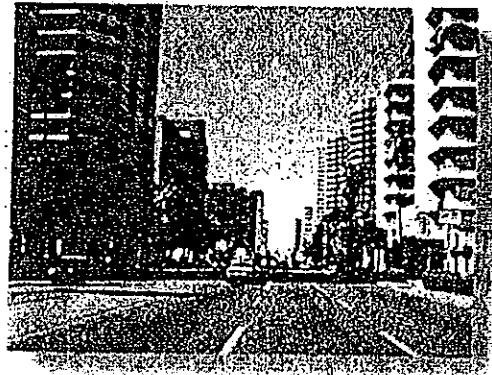
5. Principle Characteristics of Streets

- a. All sidewalk patterns shall conform to the Northwest Campus Standards for Special Pavement and Sidewalk Treatment. (See Section C.2.c).
- b. All medians shall be landscaped using a mix of drought tolerant trees, plants, and shrubs in the following manner: at least 20 percent of the landscaping shall consist of palm trees, at least ten percent of the landscaping shall consist of flowering trees; at least five 5-gallon flowering shrubs shall be planted per tree; a combination of other plant materials shall be used to obtain at least 75 percent coverage within three years of normal growth after installation. Trees must be evenly distributed within the median. Median islands shall not be less than four feet from back of curb to back of curb at the narrowest sections. The landscaping for the four foot medians shall consist of a combination of decomposed granite, Mojave Gold, larger accent boulders, ground cover as desired and Mexican Fan Palms spaced 35 feet on-center beginning 50 feet from median bull nose.

- c. Amenity Zones

1. Parkway and Primary Arterial

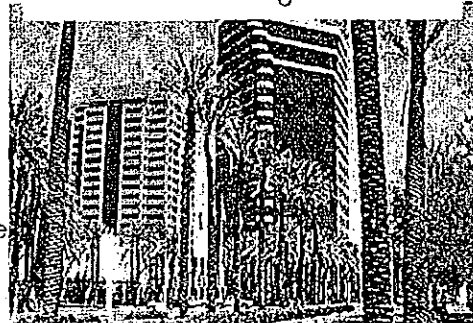
Amenity Zones - (Figure 7) trees shall be installed 35 feet on-center in an alternating pattern consisting of one shade tree and two palm trees with decomposed granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. At the time of placement of trees, a minimum clearance of 7 feet measured from the bottom of the tree canopy to the roadway surface must be maintained at all times.



2. Frontage Road Amenity Zone – the four foot zone

which exists between the curb and a five foot sidewalk shall be planted with Mexican Fan Palms measuring twenty feet BTH (Brown Trunk Height) at a

Parkway



distance of 35 feet on center with Decomposed Granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one-third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. Hardscape areas of standard gray concrete with broom finish (expansion joints at five foot intervals to match the sidewalk)

shall be located to coordinate with required street furniture, amenities and crosswalks. These hardscape areas shall occur no less than every three Palm Trees or 105 feet on-center and shall measure not less than fifteen feet long and four feet deep. A five foot sidewalk of standard gray concrete with broom finish and expansion joints every five feet shall be located between the four foot Amenity Zone and a ten foot landscape setback as required by Title 19A.

3. **Interior Campus Street Amenity Zone** – This zone shall include single alternating shade trees and flowering trees at intervals of 30 feet on-center. Two accent trees shall be installed in each Amenity Zone at every intersection except at intersection with a public street.
4. Tree placement with respect to intersections on public streets shall conform to figure 15.

d. Street Lighting

All street lighting shall be overhead and shall conform to Uniform Standard Drawings for Public Works Construction, Clark County Area and the standards set forth in Figures 1 thru 4.

e. Driveways and Curb Cuts

In general, curb cuts for driveways shall conform to the Uniform Standard Specifications of Public Works for the construction of off-site improvements. However, along Durango and Elkhorn, vehicular access from the public right-of-way is prohibited and driveway curb cuts shall not be permitted, unless the curb cut is an Interior Campus Road.

f. Street Intersections

All street intersections in Northwest Campus shall be constructed in conformance with the Uniform Standard Specifications of Public Works for the construction of off-site improvements. Interior Campus Street Intersections will be constructed per Figure 5.

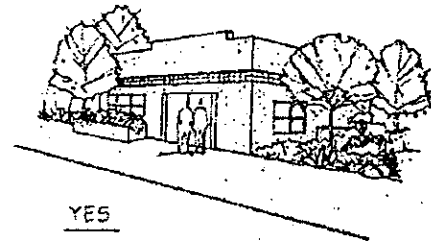
C. DEVELOPMENT STANDARDS

1. ARCHITECTURAL FEATURES

In all cases, architectural features shall contribute to an attractive, integrated environment consistent with the intent of the Northwest Campus Land Use Plan and the adjacent neighborhood or projects.

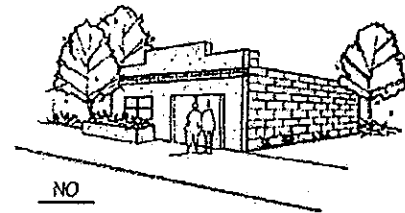
a. Building Façade.

In addition to meeting building height, step back and exterior materials requirements, building design shall incorporate patterns and materials that are visually interesting, particularly at street level. This must be accomplished through the use of a combination of expression lines and areas, and features of the facade that include changes in material, color and/or relief.



b. Exterior Features

The use of visually interesting features such as awnings, signage, windows and doors are required, particularly along primary pedestrian routes. At a minimum, all proposed applications shall adhere to the following standards.

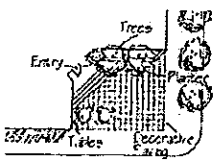


Building Facade.

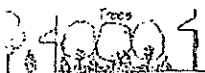
1. Walls on primary pedestrian routes along Durango and Elkhorn shall have a minimum of 70 percent clear glazing at the ground floor level.
2. Glazing shall not exceed 75 percent coverage of any building elevations excluding the ground floor where a specific percentage applies.
3. Dark tinted glass is prohibited at the street level.
4. All external stairwells throughout Northwest Campus shall be covered in a finish that matches or complements the exterior finish of the building.

c. Building Height, Stepbacks, and Build-To-Line Standards

Maximum building heights, setback and build-to-line requirements are intended to ensure that structures have consistent height, bulk and mass relationship to one another. All development shall conform to the height requirements shown in Figures 9, 10 and Map 2. "Northwest Campus Site Plan".



1. Stepback requirements are intended to provide visually interesting building elevations, reduce the street canyon effect and lessen

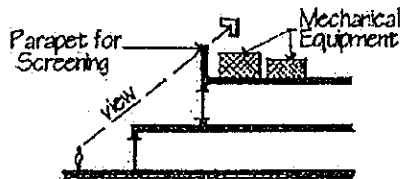


the effect of strong winds at the street level. All development shall conform to the setback requirements shown in Figures 9 and 10.

2. Buildings along primary pedestrian corridors must abut the build-to-line on the side of the building facing the street. Minor variations may be provided to allow the articulation of decorative features such as columns and pillars.
3. Build-to-line requirements apply only to the first three stories or the first 36 feet of building height, whichever is greater.
4. A minimum of sixty percent of the ground level uses abutting Durango and Elkhorn shall be commercial, retail, entertainment or similar uses. The 60 percent use calculation shall be based on the linear street frontage of each building. The remaining 40 percent shall be used as open space such as a plaza, courtyard, patia, etc.
5. Outdoor dining areas and sidewalk cafes are encouraged.

d. Roofs and Rooftops.

Roofs and rooftops shall be designed with consideration given to appearance. The following standards apply to all roofs and rooftops.



Roofs and Rooftops.

1. Highly reflective materials or contrasting colors are prohibited on sloping roofs.
2. All roof mounted equipment or other obtrusive features shall be screened from view on all sides and from the top or painted to match the roof or

parapet.

3. An articulated roof line or cornice is to be designed as a major feature at or near the top of all building walls.

e. Exterior Materials.

It is the intent of the exterior materials standards to encourage creative expression. Exterior materials of all buildings shall contribute to a cohesive physical environment and convey a sense of timelessness. Because they do not meet these standards, the following exterior materials are prohibited:

1. Mirrored glass
2. Wood and asphalt shingles
3. Corrugated fiberglass
4. Exposed, unfinished tilt-up concrete
5. Plastic laminate
6. Neon

The use of a variety of materials, including brick, stone and imitation stone, on all exterior surfaces is encouraged.

f. Exterior Colors.

Developers are urged to concentrate richer and high quality materials on the ground floor of buildings within the Northwest Campus. To emphasize the continuous plane created by the street-wall, consistency and coordination of texture and color is essential to maintain a homogenous streetscape. Exterior materials such as stucco and sandblasted concrete may be used with a smooth finish. Some minor areas of the exterior may have a lightly textured surface. Large areas of flat uniform texture, unarticulated, windowless or mono-color building face should be avoided.

The use of color will dramatically affect the visual appearance of buildings. It will affect the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels and sills. Color will also be a significant element in unifying and identifying individual developments to create a visually coherent streetscape. Color must be carefully considered in relation to the overall design intent.

Careful attention should be given to developing a palette of color used on each building. The palette is a range of basic and accent colors which may be used. Light, pastel, earth tone and other colors common to the Las Vegas valley and its surroundings, or the southwest region, should be used as a background or field colors. Accent colors can be used to highlight building elements and to reinforce appropriate scale and proportion. The selected palette should promote a selection of colors taken from the natural landscape and used in the same proportion as in their natural element.

g. Permitted Signs.

The purpose of sign regulations within the Northwest Campus is to: 1) encourage creativity; 2) promote continuity; 3) reduce conflicting design among signs; and 4) enhance the overall appearance of the Northwest Campus.

Any sign proposed that is not expressly permitted by the sign provisions of these standards is prohibited.

1. Sign Standards for Northwest Campus

A. Ground (Freestanding) Signs

The maximum allowable combined sign area for all Ground Signs: One (1) square foot of signage per 150 square feet of gross floor area.

1. Monument Signs

Specific Design Standards

- a. Height: 8 feet maximum.
- b. Area: 75 square feet maximum.
- c. Quantity: One sign per 400 lineal feet of street frontage. Parcels less than 400 lineal feet of street frontage are permitted one (1) sign per street frontage.
- d. Setback: 5 feet minimum.

- e. Illumination: Must be designed so as to avoid any fugitive light. No exposed neon is permitted.
- f. Must be compatible with the architecture and scale of on-site building(s).

~~2. Pylon Signs are not permitted~~

B. Wall Signs

No wall sign that faces existing residential development that is outside of the limits of the Centennial Hills Northwest Campus shall be permitted.

Specific Design Standards:

- 1. Area: The total area of all signs per building elevation shall not exceed 15 percent of the total square footage of each elevation.
- 2. Height: Shall not extend above roofline of building unless it is part of an architectural feature.
- 3. Illumination: Prefer internal. External illumination is allowed provided it is integrated architecturally within the design of the building. No exposed neon is permitted.
- 4. Wall sign may be a cabinet or consist of channel letters.
- C. Signs that mechanically or electronically display only the time and temperature.
- D. Development entry statement signs per LVMC 19.14.050.B.
- E. Political signs per LVMC 19.14.090 (B).
- F. Construction signs per LVMC 19.14.070 (F)
- G. Community Interior Directional signs per LVMC 19.14.050 (A) and an architectural review.
- H. Marquee signs per LVMC 19.14.060 (F) (6).
- I. Modular awning signs no greater than 25 square feet in size.
- J. Changeable copy signs for theater marquees, convention centers, business directories, churches, museums, educational facilities and nonprofit organizations.

2. Signs Permitted Without a Certificate

Except as otherwise specifically provided in this manual, the following signs and similar devices are permitted in the Northwest Campus, subject to the specified conditions, without the issuance of a sign certificate.

- A. Decorations. Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.
- B. Traffic Control Signs on Private Property. Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort.
- C. Official Flags Of Governments And Governmental Agencies. Flags of the United States, state flags, municipal flags, flags of foreign nations

and any other flag representing a government or governmental agency, provided that:

1. The flag is not flown from a pole the top of which is more than 40 feet in height.
 - ~~2. No more than one flag for any one governmental unit or nation is permitted on each parcel of land.~~
 3. No more than four flags are permitted on the same parcel of land.
 4. Any flag on a roof can only be a total of 40 feet high measured from the building's foundation.
- D. Official Flags Of Private Entities. Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:
1. The flags do not exceed 60 square feet in area.
 2. The flags are not flown from a pole the top of which is more than 40 feet in height.
 3. No more than one flag is permitted on each parcel of land.
- E. Incidental Signs (Attached or Freestanding)
1. Non-directional Signs.
 - a. Maximum Number. There is no specific limit on the number of signs.
 - b. Maximum Area. Incidental signs, including warning and trespassing signs are permitted without review if they do not exceed four square feet in size or nine square feet for an incidental sign set back at least 30 feet from the right-of-way.
 - c. Maximum Height: Five feet.
 - d. Minimum Setback: Five feet from all property lines.
 - e. Additional standards, including district variations. Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit" and generic directions such as "office," "ATM" or "stores." No such sign shall carry any commercial message whatsoever.
 2. Directional Signs on private property. Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use. Such signs shall be limited to:
 - a. Type: Wall and freestanding signs.
 - b. Maximum Number: Two per driveway or vehicular access except that any such sign not legible from the public right-of-way shall not be counted in this limitation.
 - c. Maximum Area: 12 square feet. If the sign includes a business name or logo, it shall not comprise more than 50 percent of the permitted sign area.
 - d. Maximum Height: Seven feet.
 - e. Minimum Setback: Five feet from all property lines.
 - f. Illumination permitted: Internal illumination only. No exposed neon is permitted.

h. Prohibited Signs.

The following signs, as defined in LVMC 19.20.020, are prohibited in the Northwest Campus:

1. Off-Premise Signs.
2. All signs prohibited in LVMC 19.14.030 (C).
3. All signs not expressly permitted by the sign provisions of these standards.
4. Animated signs except as permitted in Section C.1.g of this manual
5. Changeable copy signs, except for the following (which are permitted): theater/marquee signs, convention signs, business directories, church or museum signs, gasoline price signs, educational facility, non-profit organization or club signs, traffic signs, and signs for special events as defined in LVMC 6.78.010.

i. General Sign Design Guidelines.

The following guidelines shall be considered when reviewing signage within the Northwest Campus:

1. Signs that identify a business shall fit within the architectural frame or sign band of the building elevation. They shall not overpower the façade or its surrounding streetscape.
2. Signs shall be easily read from the pedestrian level. Suspended signs are allowed provided they are well crafted. Such signs may display a logo of the business.
3. Brevity is encouraged in sign messages.
4. Easy to read typeface is encouraged.
5. Colors should be selected to contribute to legibility and design integrity.
6. There should be a significant contrast between the background and the letter or symbol colors.
7. The use of more than three colors on any single sign is discouraged.
8. Signs should be placed in such a way as to clearly indicate the location of access to a business.
9. Signs shall be sized in a manner that is consistent and compatible with the scale of the building elements in the façade.
10. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
11. Irregularly shaped signs are discouraged.
12. Lettering shall not occupy more than 75 percent of the sign face.
13. Sign design shall be consistent with the building on which it is placed.
14. Directional signs shall be placed perpendicular to approaching vehicular traffic.
15. Signs shall be located such that sight visibility is maintained.

a. Guidelines Specific to Wall and Building Signs.

In addition to the Sign Design Guidelines noted above, the following guidelines shall be considered when reviewing signage to be placed on all exterior walls and building facades.

1. Exterior wall and building signs shall not be permitted above the bottom of the second floor window line except for hotels and high-rise buildings which may have a sign panel just below the roof line of the sole purpose of identification. Building Letter identification signs shall be an exception.
- ~~2. Sign colors shall be compatible with all other signs on the same building~~ and all other signs on the parcel. Cabinet signs may be used when a wall sign is 50 square feet or less. For wall signs over 50 square feet, the signs shall consist of channel letters.
3. Address numbering shall comply with the "City of Las Vegas Street Naming and Address Assignment Regulations."
4. Wall sign placement shall establish façade rhythm, scale and proportion.

k. Sign Definitions

Address Sign: A sign consisting of numerals and letters identifying a property address. Letter and numeral height shall not exceed 12 inches.

Area: See LVMC 19.14.030.A.

Community Interior Directional Sign: A sign which is constructed within the interior of a development to provide identification and direction to various buildings, residences and major amenities such as parks, schools, pedestrian trails, bike paths or similar community facilities, within the development.

Channel Letters: A wall sign that consists of individual letters that is affixed directly to the face of the wall.

Development Entry Statement Sign: Any permanent on premise architectural design statement or feature sign at the entrance to a commercial development, subdivision, condominium complex, apartment complex or identifiable community that serves to announce the identity of the development where the sign is located. In order to qualify as this type of sign, the sign shall not contain the name of the developer, contractor, or business(es) in or of the project or subdivision.

Ground (freestanding) Sign: Any sign supported from the ground by one or more poles, or similar upright structures or supports that are anchored in the ground and that are independent from any building or other structure.

Height: See LVMC 19.14.030.B.

Internal Illumination: The light source of the sign is behind the channel letters or within the sign cabinet.

Marquee Sign: Any sign attached to, in any manner, or made a part of a marquee.

Monument Sign: Any sign that stands independently from any building or other structure and are attached to and wholly supported by a solid base, such as brick or concrete, and where the lineal width of the sign is greater than the lineal height of the sign.

Political Signs: Any sign advertising the candidacy for the office of any person or any sign advertising support or non-support of a candidate for office or of an action on a ballot matter of a primary, general or special election.

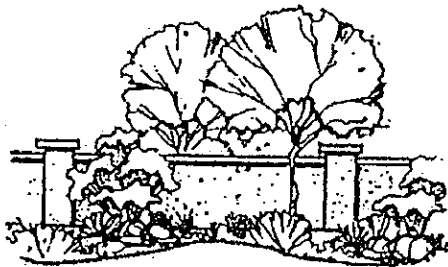
Projecting Sign: Any sign affixed to a building in such a manner that its leading edge extends more than 12 inches beyond the surface of the building. The term does not include a lighted or non-lighted decorative awning or canopy.

Pylon Sign: A sign that is mounted on freestanding poles or other similar upright structures, that are wrapped by metal, wood, stone or brick, so that the bottom edge of the sign face is six feet or more above grade, and where the lineal height of the sign is equal to or greater than the lineal width of the sign.

Suspended Sign: A sign that is suspended from the underside of a horizontal plane surface and is supported by the surface.

Wall sign: Any sign (other than a projecting sign) that is attached parallel to a wall or building. The sign may be painted on or erected upon the building, but shall be confined within the limits of the building elevation to which it is attached. The wall of the building to which it is attached shall support the sign. Only one sign surface shall be displayed.

2. ON-SITE AND OFF-SITE IMPROVEMENT



Fences and Walls.

a. Fences and Walls

1. Screen walls, fences and retaining walls shall be designed and constructed in conformance with Northwest Campus setback requirements.

2. Screen walls shall be composed of 100 percent decorative material in accordance with the standards of the city of Las Vegas and shall include 20 percent contrasting material and color. Neither contrasting texture of the same material nor light to dark variations of the same color are permitted. SVRZ in accordance with U.S.D. #201.2 shall be maintained.

3. Chain link fences are not permitted within the Northwest Campus except on temporary construction sites.
4. Razor wire and barbed wire are not permitted within the Northwest Campus.

b. Landscaping

These standards are intended to assist the designer in achieving a quality design that will enhance the development of Northwest Campus. With these standards, developments will have the appearance of high quality, design compatibility will be assured, water will be conserved and the overall value of Northwest Campus will be enhanced.

All required landscaping shall be installed as soon as permitted by standard seasonal planting practices. Dead vegetation shall be promptly removed and replaced, based on standard seasonal planting practices, with healthy, living plants in all landscaped areas.

All landscaped areas shall be landscaped with a combination of plant materials tolerant of the Las Vegas climate. The booklet, "Desert Demonstration Gardens, Self Guided Tour and Southern Nevada Plant List" (1996) by the Las Vegas Valley Water District is recommended to designers as a resource of climate tolerant plant materials.

1. Street trees shall be planted along every street within the Northwest Campus and shall be included in all plans for street improvements in accordance with the Northwest Campus Street Hierarchy.
2. Four types of trees shall be used in combination throughout the Northwest Campus:
 - a. Palm Tree: Washingtonia Robusta Hybrid (Mexican Fan Palm), at least 25 feet in height at the time of installation.
 - b. Shade Tree: Fraxinus Velutina Rio Grande (Rio Grande Ash), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.
 - c. Accent Tree: Chitalpa Tashkentensis (Chitalpa), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.
 - d. Flowering Tree: Robinia Ambigua "Purple Robe" (Purple Robe Locust), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

3. To determine the required theme and planting rhythm along a particular street, refer to the Streetscape Design Standards.

4. ~~Approved street trees shall be planted within the amenity zone and regularly spaced. A tree grate measuring four feet square shall be installed at the base of each tree. All trees within the amenity zones shall have the standard decorative cast iron grates illustrated in Figure 8, as specified by the city's Public Works requirements.~~

5. Maintenance of medians, amenity zones and landscaped trails shall be the responsibility of the Master Developer. The City may take appropriate action as needed to remedy any non-compliance of proper landscaping maintenance posing a problem. The Master Developer may be held responsible for reimbursing the City for any cost incurred by such action.

6. Landscaping requirements for Temporary Parking Lots. Due to the nature of the Northwest Campus, temporary parking lots will be required. As build-out of the Northwest Campus occurs and it becomes necessary to utilize the available ground for buildings, parking structures will be built as a means of reducing the amount of ground level parking area. In an effort to conserve public funds, the temporary ground level parking lots will have reduced landscape requirements. To maintain the aesthetic appeal of the area, any area of parking lot which abuts a public street shall be screened by landscaping or landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. The area shall have a two inch layer of ground cover or rock mulch, and a minimum of eight shrubs of five gallon size and twelve plants of one gallon size per 300 square feet of landscaped area. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

7. Open air courtyards, plazas, open space, patios and gathering places, together with public amenities such as fountains, arbors, arcades, cloisters and landscaped corridors, paths or lanes, will be required of all projects. The parking lot landscaping, landscaped areas, buffers and landscaping in setback areas, together with the above, will account for the required open space. Developments shall be designed to enhance pedestrian activity.

Plans submitted for development review shall include analysis of proposed landscaping to ascertain compliance with LVMC 19.06.110.E.

8. Landscape Specifications - Plant material shall be chosen from the following approved plant pallet.

	Scientific Name	Common Name
Mexican Fan Palm:	Washington Robusta	20' BTH (Brown Trunk)

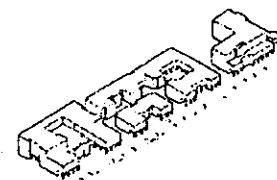
(Amenity Zone and Median) (10' landscape setback)	Hybrid	Height)
Selected Ground Covers	Verbena pulchella Dalea capitata Lantana Montevicensis Baccharis 'Centennial'	Purple verbena Green dalia Trailing yellow lantana Dwarf coyote bush
Selected shrubs	Leuaphyllum species Salvia species Muhlenbergia species Cassia species	Texas sage Sage Deer grass Cassia
Decompressed Granite	Mojave Gold	3"-5" screened @ 6' depth

c. Special Pavement and Sidewalk Treatments

A special paving pattern is established and required for the Northwest Campus as a unifying element for pedestrian enjoyment. The typical pattern is composed of three major elements: an amenity zone, the sidewalk and the accent patterns at street intersections and driveways. These treatments shall be incorporated in all streetscape designs along Durango and Elkhorn Roads in the Northwest Campus.

The following paragraphs describe the required design characteristics of each of these elements.

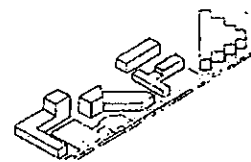
1. The Amenity Zone: This zone is directly adjacent to the curb line. It contains a dark gray design pattern composed of sealed concrete on a light gray background, as depicted in Figure 11. This concrete area shall be no less than 15 feet long and spaced a minimum of 105 feet on-center or every three trees.
2. The Sidewalk: The width of the sidewalk varies from the edge of the amenity zone to the face of the building, including all required sidewalk easements. A 2'6" square grid scoring shall be designed on a light gray broomed concrete finish, as depicted in Figure 6.
3. The Accent Patterns at Street Intersections: An accent pattern, per Figure 6 of these Standards, shall be used at every intersection to emphasize the pedestrian crosswalk areas. It consists of red concrete pavers, one square foot in size, laid at a 45° angle.



DESIRED.
Consistent setback pattern.

d. Setbacks

1. Setbacks may be used to enlarge the sidewalk area or they may be used as an outdoor extension of the



NOT DESIRED

adjacent business for building articulation, patios, courtyards or other public and pedestrian uses only (figures 9 & 10).

2. All setbacks are measured from the street right-of-way line.

3. Where these standards are not applicable, city of Las Vegas Codes and Regulations shall apply.

e. Private Street Lighting

Northwest Campus shall have two types of street lighting. These are standard street lights and decorative lights (see Figures 11 and 12). Both overhead and decorative lights shall be incorporated into the design of street improvements. The design of the lights and the pattern of their placement are part of the overall design for the Northwest Campus. Therefore, special attention shall be placed on maintaining a consistent spacing rhythm. In addition, the following standards apply:

1. Street lights are intended to reinforce the hierarchical street system. Therefore, lights in the right-of-way associated with individual developments are prohibited.
2. Overhead lights, illustrated in Figure 11, shall be installed in conformance with the Uniform Standard Specifications of Public Works for the Construction of Off-Site Improvements.
3. Decorative lights shall be placed in a distinctive, clearly-defined geometric pattern with regular spacing. This type of light is illustrated in Figure 12.

f. Street Furniture

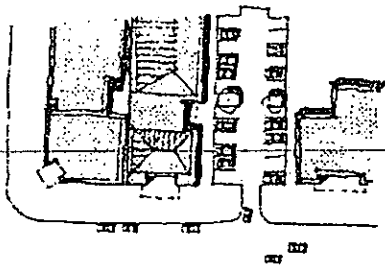
The design of street furniture such as benches, bicycle racks, and trash receptacles within the Northwest Campus shall coordinate with all other street furniture in size, shape color and style. All street furniture elements shall conform to Figures 13 and 14.

G. Parking Standards

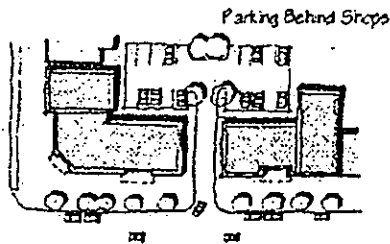
Parking requirements within the Northwest Campus shall comply with city of Las Vegas Title 19 and the following provisions:

1. Multiple-user parking structures are the preferred method for providing adequate parking and special consideration will be given for shared parking within a structure.





2. Above-grade parking structures must be setback an additional ten feet from the required setback to provide a substantial landscape buffer. This additional setback requirement may be waived for the portion of the parking structure that incorporates ground floor retail uses.



Parking Standards.

2. The exterior walls of all parking structures shall be designed to complement and coordinate with the architectural form of the main building or surrounding buildings. Parking structures shall appear to be an integral part of the main building. The intent is to minimize the garage appearance of parking structures through designs which conform to the accompanying development's general architectural features.

3. Surface parking shall be separated from buildings by surface treatment variations and/or grade separation.

4. Customer parking spaces shall not directly abut buildings and shall be separated by a planter/sidewalk area.
5. Parking facilities shall be located away from the right-of-way, on the rear side of the structure they serve except when ground floor uses are incorporated into parking structures.
6. Any area(s) dedicated to surface parking shall be large enough to be able to accommodate a potential future building or parking structure.
7. A continuous internal pedestrian and handicap accessible walkway must be provided from the perimeter public sidewalk to the principal customer entrance. The walkway must be distinguished from driving surfaces through the use of special pavers, bricks or patterned concrete, and raised slightly, to enhance pedestrian safety and the attractiveness of the walkway.
8. When buildings are located at the front of a site, all parking shall be located to the side or rear of buildings and away from the street front unless the applicant can demonstrate that to do so would not be feasible. Parking lots shall not be permitted on street corners unless the applicant can demonstrate that to do so would not be feasible.
9. Parking lots shall be screened by buildings and/or landscaping. Any area of a temporary or permanent parking lot which abuts a public street shall be screened by landscaping, decorative walls and landscaped berms

with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.

10. Additional pedestrian linkages should be created as necessary within large parking areas by removing two adjoining parking spaces (one on each side of a row) to provide perpendicular passages between rows.

11. The Northwest Campus may utilize the following table for determining parking requirements.

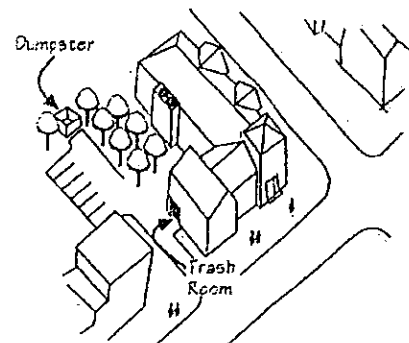
Mixed-Use Development Parking Requirements						
General Land Use Classification	Weekdays			Weekends		
	Mid-7am	7am-6pm	6pm-Mid	Mid-7am	7am-6pm	6pm-Mid
Office	5%	100%	5%	0%	60%	10%
Retail & Personal Service	0%	100%	80%	0%	100%	60%
Residential	100%	55%	85%	100%	65%	75%
Restaurant	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Theatres	0%	70%	100%	5%	70%	100%
Classroom	0%	100%	75%	0%	30%	15%

Calculation of the number of spaces required for each use is based on the gross square footage utilizing the minimum parking requirements contained in Title 19.04. Applying the general land use category listed above to each proposed use, utilize the percentages to calculate the number of parking spaces required for each time period (six time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period. Select the time period with the highest total parking requirement, and utilize that total as the mixed-use parking requirement.

3. STANDARDS FOR SPECIFIC USES AND ACTIVITIES

a. Loading and Service Areas

1. All loading and service areas (including storage, equipment and maintenance areas) shall be screened from view with landscaping and/or architectural elements so as not to be viewed from any adjacent uses or public right-of-way. Architectural screening shall be



Northwest Campus Design Standards Revis

Loading and Service Areas

constructed of the same materials and finishes as the primary building.

2. All service and loading areas shall be positioned so that service vehicles will not disrupt traffic flow or parking lot operations.
-
3. No service, storage, maintenance or loading area may extend into a setback area.

b. Mechanical and Electrical Equipment

Mechanical and electrical equipment, satellite dishes and any other communication equipment, excluding communication towers and antennas, shall be concealed from view of public streets and neighboring properties; and all parking areas. In an effort to encourage the use of alternate forms of energy, solar panels shall be exempt from this requirement.

Wireless communication antennas shall be of a design, and installed in such a manner, as to blend in with the architecture and design of the building or structure on which they are mounted.

In the initial design stage of a development project, consideration shall be given to incorporating mechanical and electrical equipment into the architectural form and layout of the proposed building to reduce the need for screening. Where reasonable height parapet or screen walls are insufficient to provide screening, all equipment shall be painted in a neutral color to blend with roofing materials or parapet walls.

Wall mounted service equipment such as utility boxes, valves, gas, electric and water meters, etc. shall be screened from public view with materials architecturally compatible with the finishes and character of the principal structures within the development and shall be screened to the height of the tallest equipment and/or integrated with the building design.

Small wall mounted equipment such as utility boxes, valves, gas, electric and water meters, should be screened by the appropriate use of shrubs and landscaping design.

ROW : 120'
 Traffic : 6 Lanes & Medians
 Direction : 2 Way
 Parking : Off Street

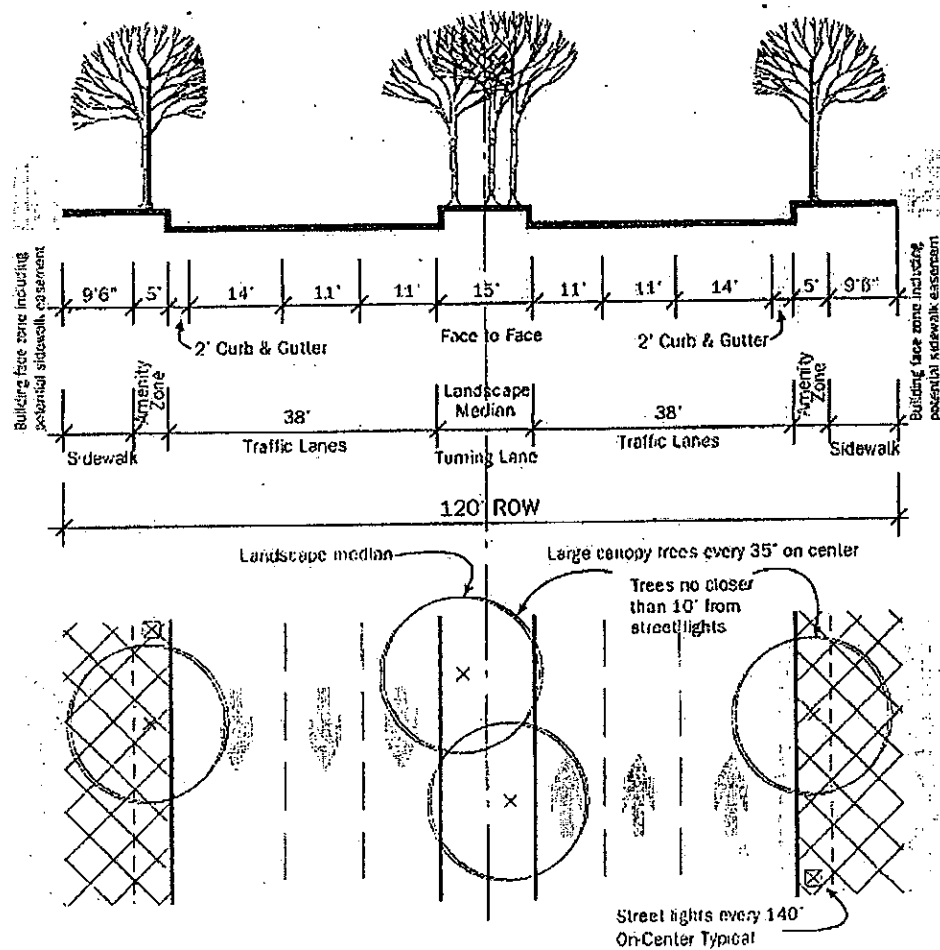


Figure 1

Frontage Road

ROW : 90'
 Traffic : 4 Lanes
 Direction : 2 Way
 Parking : Off Street

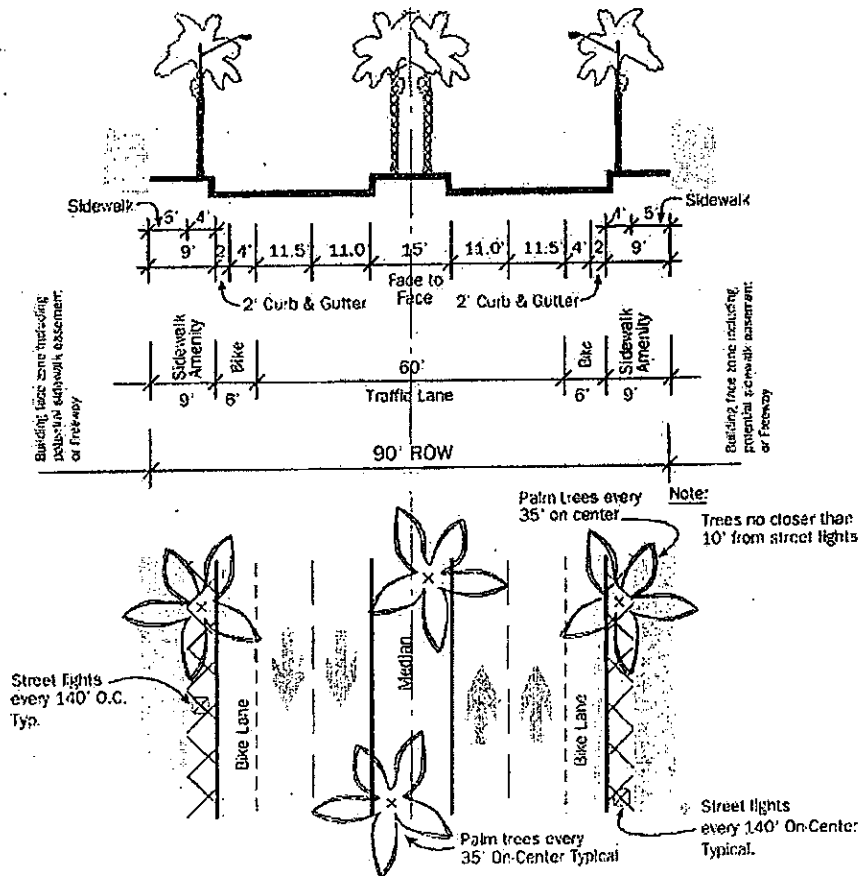


Figure 2

Interior Campus Road

ROW : 80'
 Traffic : 3 Lanes
 Direction : 2 Way + 1 Turnin g
 Parking : Parallel Both Sides

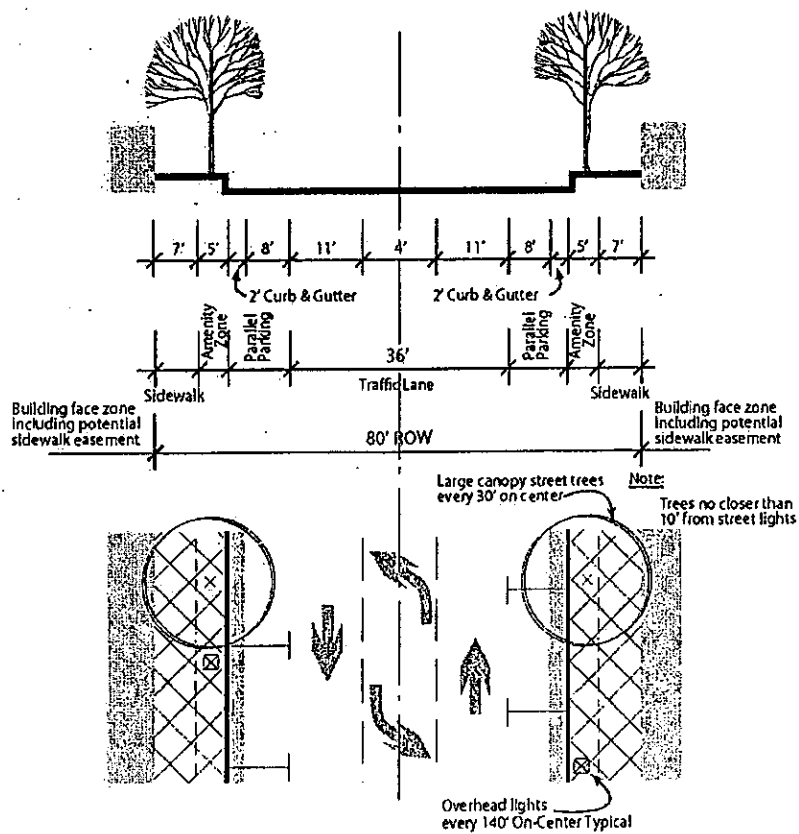


Figure 3



Primary Arterial

ROW : 100'
 Traffic : 6 Lanes & Median
 Direction : 2 Way
 Parking : Off Street

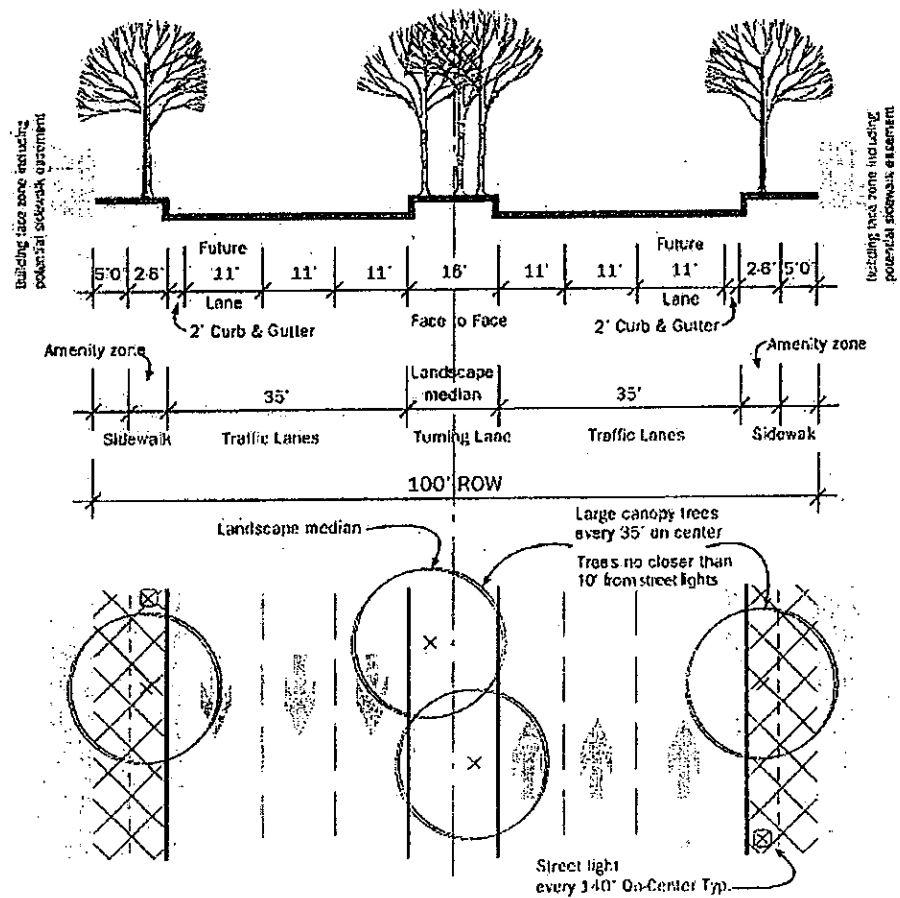
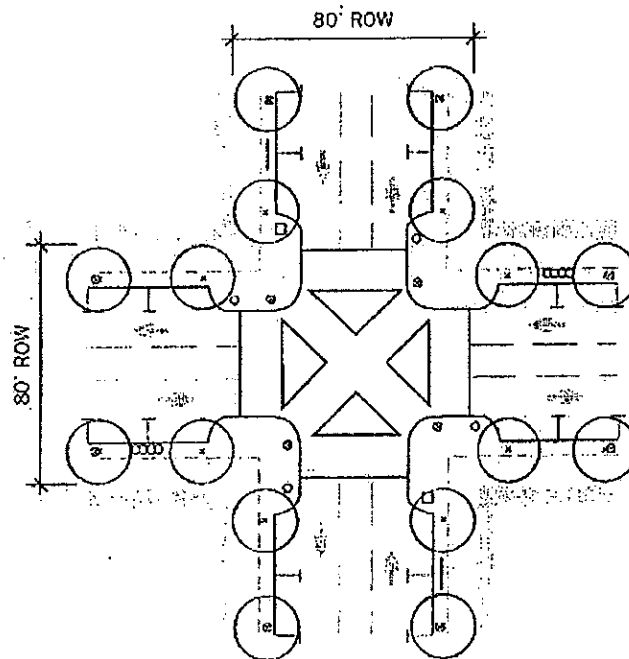


Figure 4

Intersection Type A

Collector Streets



-  Newspaper Rack
-  Trash Receptacle
-  Street Light

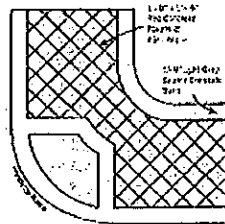
-  District Map/Information
-  Mailbox

Note:

- Allow diagonal Crossing
- Maximum 28' of Pavement Width at Crossing

Figure 5

Amenity Zone and Sidewalk Treatment



Tree Grates

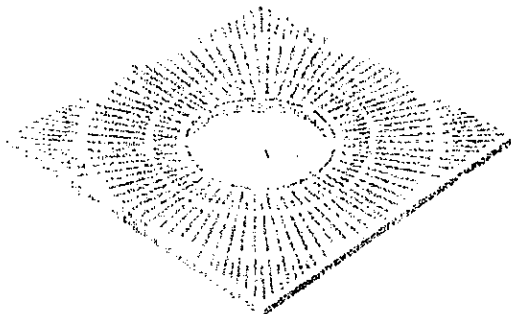


Figure 8

Diagram illustrating the proposed planting strip layout. The strip is 140 feet long and 35 feet wide. The layout includes:

- 2 Palms
- Street Light
- 1 Shade Tree
- 2 Palms
- Street Light
- Shade Tree

Parkway and Arterial Tree Planting Layout
Note:
 A symmetrical arrangement shall be reflected on the opposite side of the parkway.

Building corner design shall comply with Uniform Standard Drawings for Public Works Construction.

CAST IRON TREE GRATES:

Manufacturer: Neenah or equivalent
Model Number: R-8706-1A

NUMBER OF SECTIONS:

Two sections

DIMENSIONS:

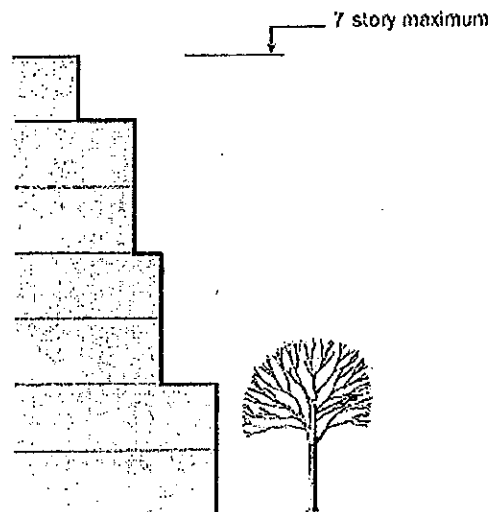
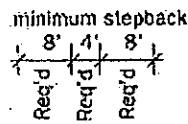
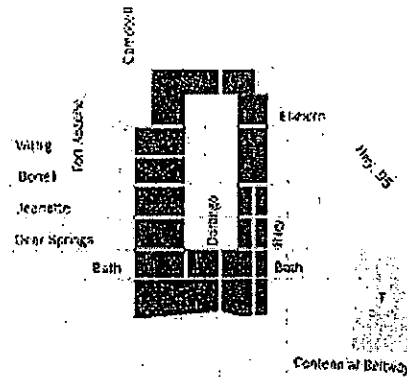
Overall size: 4'-0" x 4'-0"

Town Center

Urban Zone

Building Height

- Stepbacks
- Build-to-Line



Minimum build to setback line: 60%.

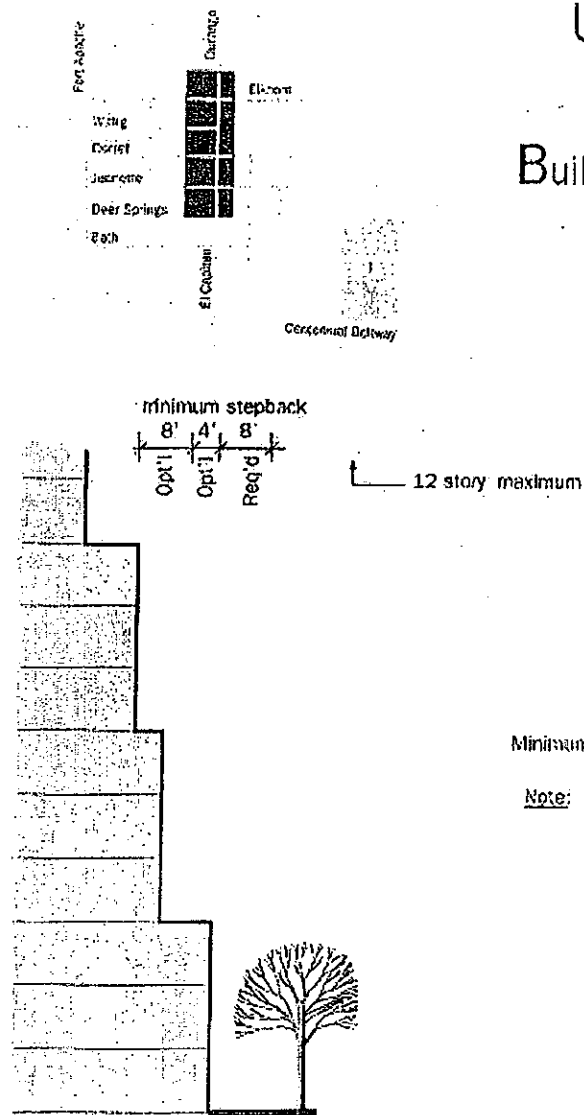
Remaining 40% to be used for plaza, access to inner courtyard / parking and building face articulation

Figure 9

Urban Core

Building Height

- Stepbacks
- Build-to-Line



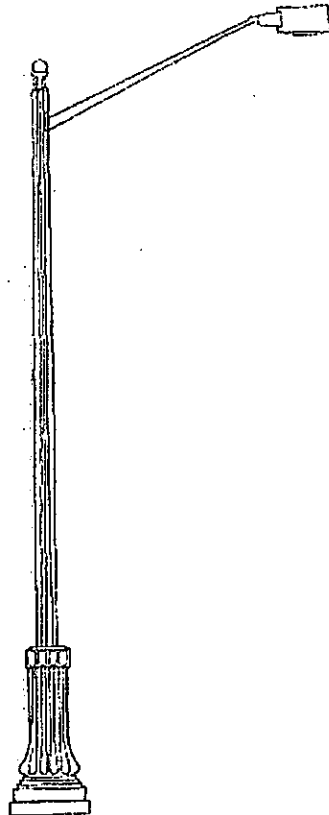
Minimum build to setback line: N/A

Note:

Building height in excess of 12 stories shall require Site Plan Review by PC/CC

Figure 10

Overhead Lighting



Specifications:

POLES: Similar or equal to poles designated 6B1-29 (Double Arm) and 6B1-26 (Single) manufactured by Ameron.

LIGHT FIXTURE: Similar or equal to Gardco Form 10 Cylindrical Arm (CA-22-2-3-250HPS-240B.L.) or Kim CCS Series Curvilinear Arm Mounted Sharp Cutoff Fixture.

Figure 11

Decorative Lighting



Specifications:

POLES: 13' - 0" above grade, similar or equal to Whatley Model # OA-510-13-BK-3N6.

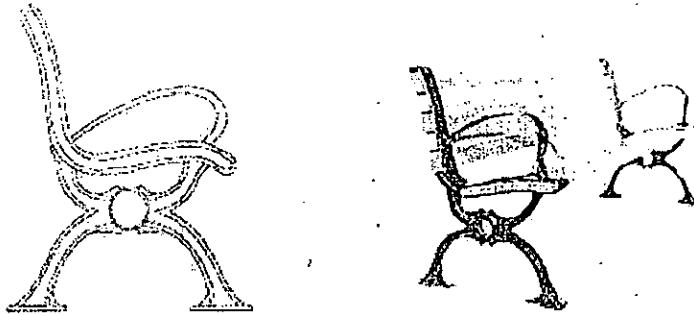
BASE COVER: 20" w X 36" h, similar or equal to Whatley Series Park Model Base for Model 510 Post.

LUMINARE: 15" w X 29.5" h, similar or equal to Whatley Model 1002-23-50 HPS-W 240-F-BIK-III.

FITTER: 4" w X 11.5" h, similar or equal to Whatley Winter Park 500 Series.

Figure 12

Street Furniture



Specifications:

ENDS:

One-piece end castings of grey iron
Plastic slats 2.75 in. (7cm.) x 1.125 in. (2.75cm.)

LENGTH:

5ft. (50in. / 147 cm.)

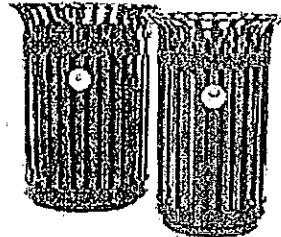
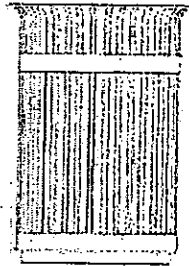
DIMENSIONS:

Height: 32 in. (81cm.)
Seat height: 16.5 in. (41cm.)
Depth: 30 in. (76cm.)

Figure 13

Trash Receptacles

Street Furniture



Specifications:

FRAME:

Solid steel flatbar fabrication

LINER:

Heavy duty plastic

INSTALLATION:

May be fastened to concrete using anchor plates provided in base

DIMENSIONS:

26.5 in. (66cm.) diameter x 38 in. (95 cm.) height

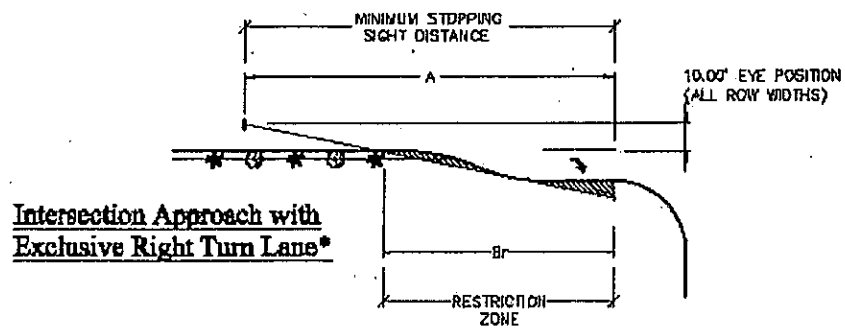
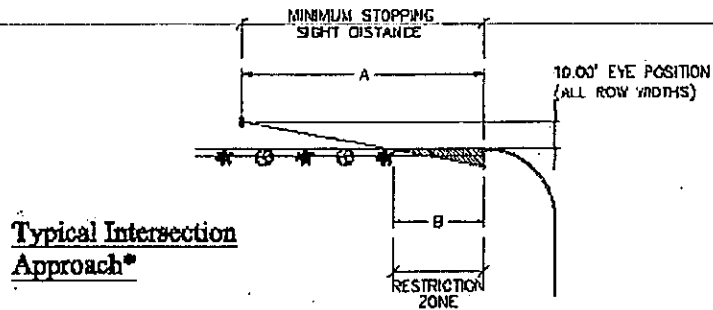
CAPACITY:

32 gallon

WEIGHT:

170 lb. (77 kg.)

Figure 14

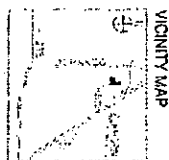
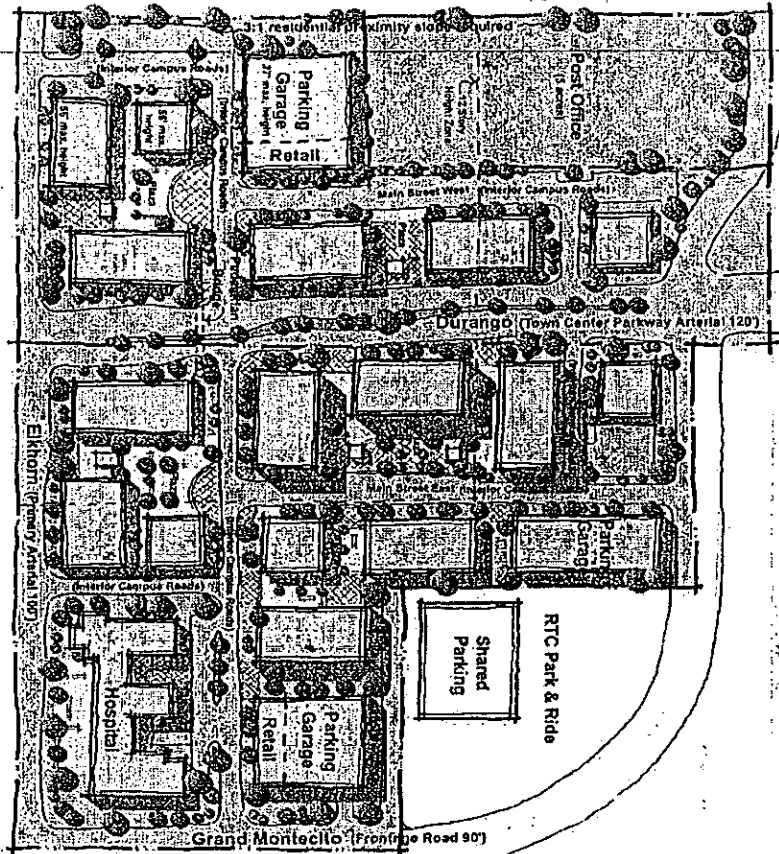


*NOTE: RESTRICTIONS FOR THE VISIBILITY OF SIGNS WILL DIFFER FROM INTERSECTION SIGHT DISTANCE RESTRICTIONS. FOR INTERSECTION SIGHT DISTANCE REFER TO TITLE 18, CHAPTER 12, SECTION 210.

LANDSCAPING RESTRICTIONS FOR THE VISIBILITY OF SIGNS			
POSTED SPEED (mph)	A (ft)	B (ft)	B _r (ft) (added right turn lane)
25	200	80	35
30	250	70	45
35	305	85	170
40	350	100	250
45	425	120	290
50	480	140	275

TYPICAL LANDSCAPING RESTRICTIONS
FOR THE VISIBILITY OF SIGNS

Figure 15



TATE SNYDER KIMSEY ARCHITECTS
 CSN NORTHWEST CAMPUS
 SITE PLAN - MAP 1
 SCALE: 1" = 80'-0"

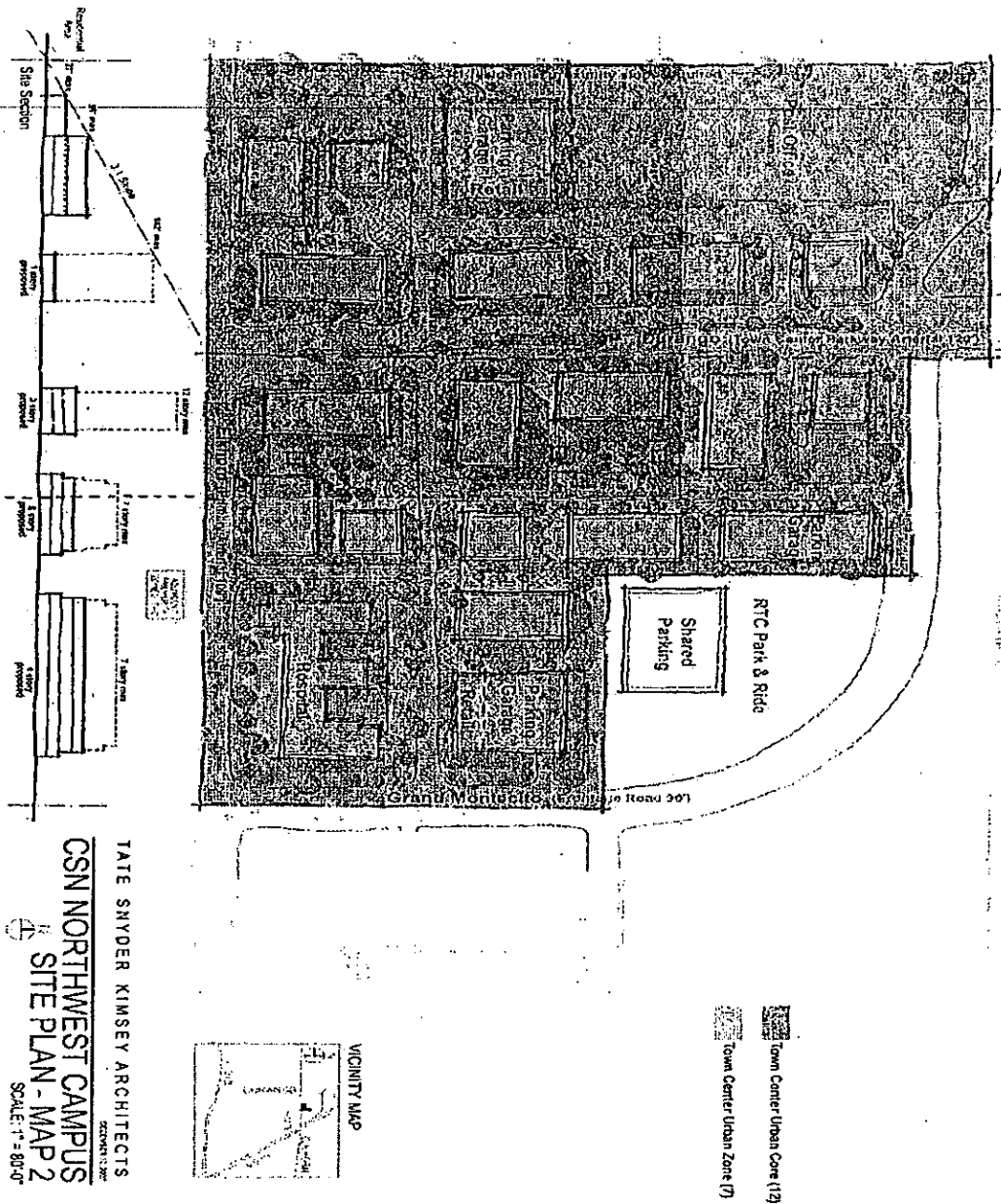
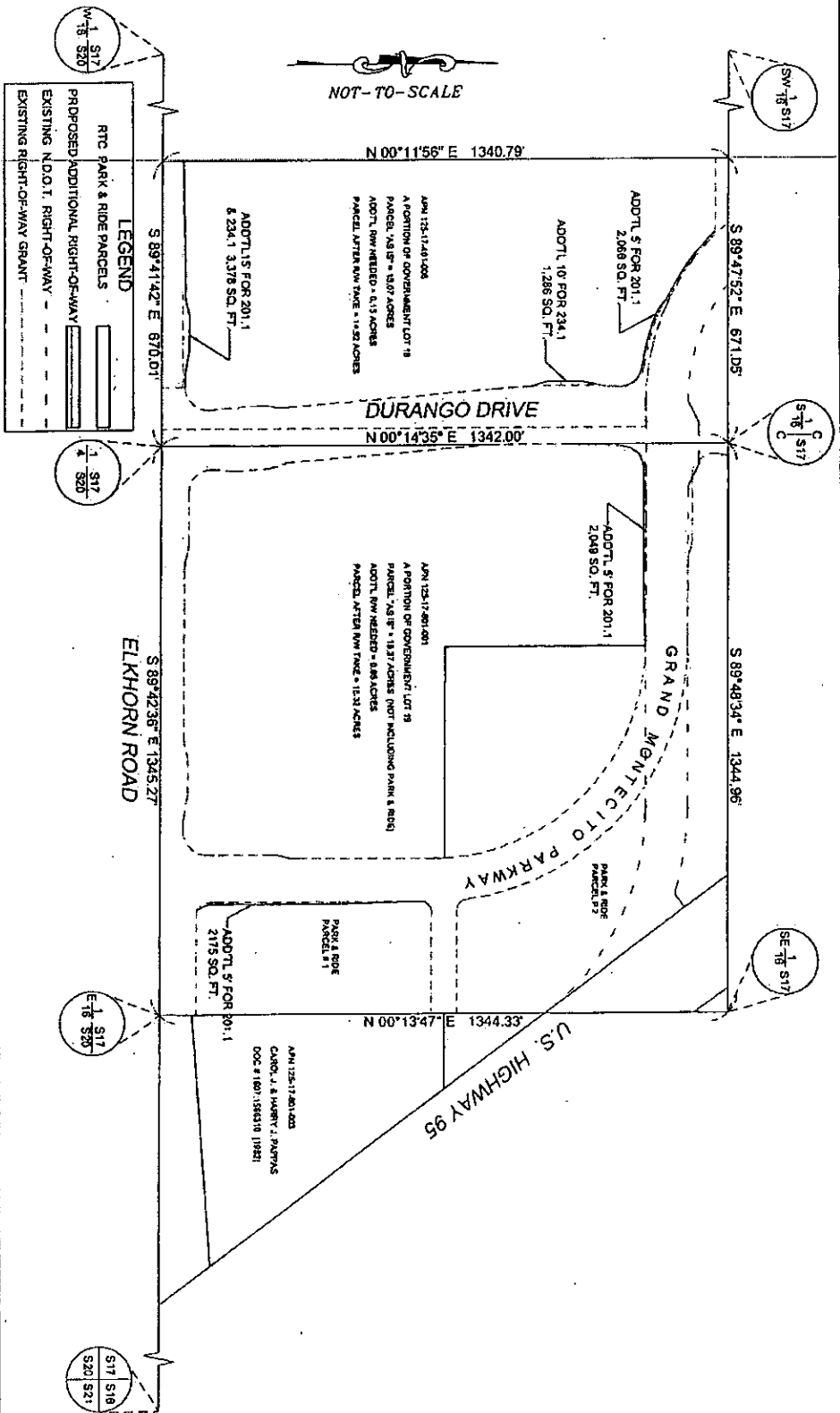


EXHIBIT F

NOT-TO-SCALE



ADDITIONAL R/W NEEDED ON CITY-LEASED USA PARCELS

THIS MAP EXHIBIT IS FOR THE USE OF CITY OF LAS VEGAS STAFF, AND WAS PREPARED USING MULTIPLE DATA SOURCES OF PUBLIC RECORD. IT IS NOT THE RESULT OF A FIELD SURVEY AND IS NOT GUARANTEED TO BE COMPLETELY ACCURATE. THIS MAP EXHIBIT IS NOT INTENDED TO BE USED TO SUB-DIVIDE LAND IN A MANNER NOT IN ACCORDANCE WITH NEVADA REVISED STATUTES.

THE ROADWAY NETWORK DEPICTED ON THIS EXHIBIT IS CONCEPTUAL AND PRELIMINARY; THE FINAL ALIGNMENTS OF THE ROADWAYS SHOWN HEREIN ARE SUBJECT TO AGREEMENT BETWEEN THE FIVE ADJOINING STAKEHOLDERS (CITY OF LAS VEGAS, COLLEGE OF SOUTHERN NEVADA, NEVADA DEPT. OF TRANSPORTATION, CLARK COUNTY REGIONAL TRANSPORTATION COMMISSION, AND HARRY AND CAROL PAPPAS) AND MAY DIFFER FROM THOSE SHOWN.

MAP EXHIBIT PREPARED DECEMBER 7, 2007

DEPARTMENT OF PUBLIC WORKS
ENGINEERING PLANNING DIVISION

