



PLANNING COMMISSION AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

Mayor Carolyn G. Goodman, (At-Large)
Mayor Pro-Tem Stavros S. Anthony, (Ward 4)
Councilman Steve Wolfson, (Ward 2)
Councilwoman Lois Tarkanian, (Ward 1)
Councilman Steven D. Ross, (Ward 6)
Councilman Ricki Y. Barlow (Ward 5)
Councilman Bob Coffin, (Ward 3)
City Manager Elizabeth N. Fretwell

COMMISSIONERS

Glenn E. Trowbridge, Acting Chair
Byron Goynes
Richard Truesdell
Vicki Quinn
Gus W. Flangas
Todd L. Moody
Trinity Schlottman

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the DEPARTMENT DESIGNEE at (702) 229-6301 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is (702) 386-9108.

August 9, 2011
6:00 PM

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE. UNLESS OTHERWISE STATED, ITEMS MAY BE TAKEN OUT OF THE ORDER PRESENTED AT THE DISCRETION OF THE CHAIRPERSON. TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

NOTICE: This meeting has been properly noticed and posted at the following locations:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Clark County Government Center, 500 South Grand Central Parkway
Las Vegas Library, 833 Las Vegas Boulevard North
Grant Sawyer Building, 555 East Washington Avenue
Bulletin Board, City Hall Plaza (next to Metro Records)

ACTIONS: ALL ACTIONS EXCEPT GENERAL PLAN AMENDMENTS, REZONINGS AND RELATED CASES THERETO ARE FINAL UNLESS AN APPEAL IS FILED BY THE APPLICANT OR AN AGGRIEVED PERSON, OR A REVIEW IS REQUESTED BY A MEMBER OF THE CITY COUNCIL WITHIN TEN DAYS AND PAYMENT OF THOSE COSTS SHALL BE MADE UPON FILING OF THE APPLICATION.

ANY ITEM LISTED IN THIS AGENDA MAY BE TAKEN OUT OF ORDER IF SO REQUESTED BY THE APPLICANT, STAFF, OR A MEMBER OF THE PLANNING COMMISSION AND AGREED TO BY THE PLANNING COMMISSION. THE PLANNING COMMISSION MAY IMPOSE TIME LIMITATIONS, AS NECESSARY, ON THOSE PERSONS WISHING TO BE HEARD ON ANY AGENDAED ITEM.

PLANNING COMMISSION MEETING RULES OF CONDUCT:

1. Staff will present each item to the Commission in order as shown on the agenda, along with a recommendation and suggested conditions of approval, if appropriate.
2. The applicant is asked to be at the public microphone during the staff presentation. When the staff presentation is complete, the applicant should state his name and address, and indicate whether or not he accepts staff's conditions of approval.
3. If areas of concern are known in advance, or if the applicant does not accept staff's condition, the applicant or his representative is invited to make a brief presentation of his item with emphasis on any items of concern.
4. Persons other than the applicant who support the request are invited to make brief statements after the applicant. If more than one supporter is present, comments should not be repetitive. A representative is welcome to speak and indicate that he speaks for others in the audience who share his view.
5. Objectors to the item will be heard after the applicant and any other supporters. All who wish to speak will be heard, but in the interest of time it is suggested that representatives be selected who can summarize the views of any groups of interested parties.
6. After all objectors' input has been received; the applicant will be invited to respond to any new issues raised.
7. Following the applicant's response, the public hearing will be closed; Commissioners will discuss the item amongst themselves, ask any questions they feel are appropriate, and proceed to a motion and decision on the matter.
8. Letters, petitions, photographs and other submissions to the Commission will be retained for the record. Large maps, models and other materials may be displayed to the Commission from the microphone area, but need not be handed in for the record unless requested by the Commission.

As a courtesy, we would ask those not speaking to be seated and not interrupt the speaker or the Commission. We appreciate your courtesy and hope you will help us make your visit with the Commission a good and fair experience.

BUSINESS ITEMS:

1. CALL TO ORDER
2. ANNOUNCEMENT: COMPLIANCE WITH OPEN MEETING LAW
3. ROLL CALL
4. PUBLIC COMMENT
5. FOR POSSIBLE ACTION TO APPROVE THE FINAL MINUTES FOR THE PLANNING COMMISSION MEETING OF JULY 12, 2011
6. FOR POSSIBLE ACTION - Any Items from the Planning Commission, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time.

CONSENT ITEMS:

CONSENT ITEMS ARE CONSIDERED ROUTINE BY THE PLANNING COMMISSION AND MAY BE ENACTED BY ONE MOTION. HOWEVER, ANY ITEM MAY BE DISCUSSED IF A COMMISSION MEMBER OR APPLICANT SO DESIRES.

ONE MOTION - ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE PLANNING COMMISSION NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

7. **SUP-42254 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU** - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.
8. **VAC-42053 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS** - For possible action on a petition to Vacate a portion of public right-of-way at the northeast corner 4th Street and Stewart Avenue, Ward 5 (Barlow). Staff recommends APPROVAL.
9. **VAC-42246 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC** - For possible action on a petition to Vacate all public street right-of-way within a residential subdivision generally located at the southwest corner of Crossbridge Drive and Sky Vista Drive, Ward 2 (Wolfson). Staff recommends APPROVAL.
10. **SDR-42260 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SYMPHONY PARK MASTER ASSOCIATION, INC.** - For possible action on a request for a Site Development Plan Review FOR A PRIVATE PARK on 0.58 acres at the intersection of Symphony Park Avenue and Grand Central Parkway (APNs 139-33-511-009 and 010), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PUBLIC HEARING ITEMS

11. **ABEYANCE - GPA-41777 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC** - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) and LI/R (LIGHT INDUSTRY/RESEARCH) TO: M (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL.
12. **ABEYANCE - ZON-41778 - REZONING RELATED TO GPA-41777 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC** - For possible action on a request for a Rezoning FROM: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL.
13. **ABEYANCE - SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC** - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow). Staff recommends DENIAL.
14. **ABEYANCE - GPA-41934 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: ROYAL VIEW, LLC** - For possible action on a request for General Plan Amendment FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) on 1.54 acres at the northeast corner of Sky Pointe Drive and Horse Drive (APN 125-08-210-002), Ward 6 (Ross). Staff recommends DENIAL.

15. **ABEYANCE - ZON-41933 - REZONING RELATED TO GPA-41934 - PUBLIC HEARING - APPLICANT/OWNER: ROYAL VIEW, LLC** - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.54 acres at the northeast corner of Sky Pointe Drive and Horse Drive (APN 125-08-210-002), Ward 6 (Ross). Staff recommends DENIAL.
16. **ABEYANCE - GPA-41958 - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS** - For possible action on a request to Amend the Master Plan of Streets and Highways TO REALIGN SHEEP MOUNTAIN PARKWAY BETWEEN GRAND TETON DRIVE AND FORT APACHE ROAD AND DELETE MASTER PLANNED ROADWAYS WITHIN THE KYLE CANYON MASTER PLAN AREA, Ward 6 (Ross). Staff recommends APPROVAL.
17. **VAC-42250 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS** - For possible action on a request for a Petition to Vacate portions of the Sheep Mountain Parkway right-of-way grant, Ward 6 (Ross). Staff recommends APPROVAL.
18. **ABEYANCE - MOD-41437 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC.** - For possible action on a request for a Major Modification of a previously approved Rezoning (ZON-16580) TO AMEND THE MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.
19. **ABEYANCE - ROC-40981 - REVIEW OF CONDITION RELATED TO MOD-41437 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC.** - For possible action on a request for a Review of Condition of a previously approved Rezoning (ZON-16580) TO ELIMINATE CONDITIONS 5, 7 and 9 on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.
20. **ABEYANCE - SDR-40980 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-41437 AND ROC-40981 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC.** - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-16581) TO DIVIDE TWO LARGE BUILDINGS INTO NINE SMALLER BUILDINGS FOR A 78-UNIT ASSISTED LIVING COMMUNITY on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.
21. **ABEYANCE - VAR-41882 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DONALD E. NEWBY** - For possible action on a request for a Variance TO ALLOW A FRONT YARD SETBACK OF 45 FEET WHERE 50 FEET IS REQUIRED FOR AN EXISTING PORCH ON THE MAIN DWELLING AND TO ALLOW AN EXISTING ACCESSORY STRUCTURE (CLASS II) THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO) TO BE 14 FEET IN HEIGHT WHERE TEN FEET SIX INCHES IS ALLOWED, TO BE LOCATED FOUR FEET FROM THE MAIN DWELLING WHERE SIX FEET IS REQUIRED, AND FOR THE TOTAL BUILDING AREA OF ALL ACCESSORY STRUCTURES TO BE 2,256 SQUARE FEET WHERE 854 SQUARE FEET IS THE MAXIMUM ALLOWED on 0.98 acres at 5312 Elkhorn Road (APN 125-13-802-006), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL.
22. **MOD-42261 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: RIO VISTA PLAZA, LLC, ET AL** - For possible action on a request for a Major Modification of a previously approved Rezoning (Z-0074-97) TO AMEND THE MASTER DEVELOPMENT PLAN TO ADD GENERAL PERSONAL SERVICE AND MASSAGE, ACCESSORY USES AS PERMITTED USES AND THE MASSAGE ESTABLISHMENT USE AS A PERMITTED USE WITH AN APPROVED SPECIAL USE PERMIT on 18.6 acres at 7007-7171 West Ann Road (APNs Multiple), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.
23. **SUP-42265 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: RIO VISTA PLAZA, LLC** - For possible action on a request for a Special Use Permit FOR A PROPOSED 260 SQUARE-FOOT MASSAGE ESTABLISHMENT IN CONJUNCTION WITH A 1,500 SQUARE-FOOT DAY SPA WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF 50 FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED at 7045 West Ann Road, Suite #130 (APN 125-34-515-003), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

24. **SUP-42182 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC** - For possible action on a request for a Major Amendment of a previously approved Special Use Permit (SUP-20519) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT CONSISTING OF 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.
25. **SDR-41600 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-42182 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: 305 LAS VEGAS, LLC** - For possible action on a request for a Major Amendment of a previously approved Site Development Plan Review (SDR-20502) FOR A PROPOSED 24-STORY MIXED-USE DEVELOPMENT, INCLUDING 33,000 SQUARE FEET OF COMMERCIAL SPACE, 1,150 RESIDENTIAL UNITS, AND A 135-FOOT TALL PARKING STRUCTURE on 2.67 acres at the southwest corner of Charleston Boulevard and Fourth Street (APNs 162-03-115-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.
26. **SUP-41599 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC** - For possible action on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL.
27. **SDR-41829 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-41599 - PUBLIC HEARING - APPLICANT: BARNET LIBERMAN - OWNER: LEAH PROPERTY, LLC** - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 16-STORY MIXED-USE DEVELOPMENT, INCLUDING 16,000 SQUARE FEET OF COMMERCIAL SPACE AND 330 MULTI-FAMILY RESIDENTIAL UNITS AND A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETScape STANDARDS on 0.64 acres at the northeast corner of Casino Center Boulevard and Coolidge Avenue (APNs 139-34-410-056 through 059), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.
28. **VAR-42175 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHIRLEY RITZ TRUST** - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT REAR YARD SETBACK FOR A PRIMARY STRUCTURE WHERE 15 FEET IS REQUIRED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED IN THE FRONT YARD AREA WHERE SUCH IS NOT PERMITTED AND TO ALLOW A THREE-FOOT, SIX-INCH HIGH SOLID WALL WITH A THREE-FOOT, SIX-INCH WROUGHT IRON TOP WHERE FIVE FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE FRONT YARD on 0.20 acres at 2222 Ash Avenue (APN 139-35-713-035), R-1 (Single Family Residential) Zone, Ward 3 (Coffin). Staff recommends DENIAL.
29. **VAR-42432 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CONAN AND JESSICA TURNER** - For possible action on a request for a Variance TO ALLOW A THREE-FOOT REAR YARD SETBACK WHERE 35 FEET IS REQUIRED on 0.45 acres at 6308 Jennifer Court (APN 138-02-811-030), R-E (Residence Estates) Zone, Ward 6 (Ross). Staff recommends DENIAL.
30. **ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION** - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian). Staff recommends APPROVAL.
31. **VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC** - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

32. **SUP-42225 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: I RENT B & E, LLC** - For possible action on request for a Special Use Permit FOR A PROPOSED PAWN SHOP USE WITHIN AN EXISTING 6,039 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS TO ALLOW A 657-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED at 3500 West Sahara Avenue (APN 162-05-402-007), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.
33. **SUP-42252 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOG BITES BACK, LLC - OWNER: WINNER PROPERTIES, LLC** - For possible action on a request for a Special Use Permit FOR A 98 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RELIGIOUS FACILITY WHERE 400 FEET IS REQUIRED at 9500 West Sahara Avenue (APN 163-06-816-015), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL.
34. **SUP-42258 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KID'S HAPPY DAYS CHILD CARE - OWNER: SHANTHA WIJEKULARATNE** - For possible action on a request for a Special Use Permit FOR A PROPOSED CHILD CARE - GROUP HOME (7-12 CHILDREN) WITH A WAIVER TO ALLOW ACCESS TO THE FACILITY BY MEANS OF A RIGHT-OF-WAY (OAKLEY BOULEVARD) WITH A WIDTH OF GREATER THAN 60 FEET at 6201 West Oakley Boulevard (APN 163-02-712-024), R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.
35. **SUP-42262 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL** - For possible action on a request for a Special Use Permit FOR A PROPOSED 15,263 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.
36. **SUP-42264 - SPECIAL USE PERMIT RELATED TO SUP-42262 - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL** - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,572 SQUARE-FOOT AUTO REPAIR GARAGE, MAJOR WITH WAIVERS TO ALLOW SERVICE BAYS TO FACE THE RIGHT-OF-WAY AND TO ALLOW VEHICLES TO BE PARKED ON THE PREMISES FOR THE PURPOSE OF OFFERING THE VEHICLES FOR SALE WHERE SUCH IS NOT ALLOWED at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.
37. **SDR-41770 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC** - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE TO A 1,488 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS TO ALLOW LANDSCAPE BUFFER WIDTHS OF FIVE FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED, THREE FEET ALONG THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED AND ZERO FEET ALONG A PORTION OF THE SOUTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.16 acres at 344 South Jones Boulevard (APN 138-36-210-011), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.
38. **SDR-41771 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES C, LLC** - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE TO A 1,492 SQUARE-FOOT TUTORING CENTER, WITH WAIVERS TO ALLOW LANDSCAPE BUFFER WIDTHS OF ZERO FEET ALONG A PORTION OF THE NORTH AND SOUTH PERIMETERS WHERE FIVE FEET IS REQUIRED, AND SEVEN FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED on 0.13 acres at 404 South Jones Boulevard (APN 138-36-210-017), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.
39. **SDR-42251 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES** - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 79,513 SQUARE-FOOT PUBLIC SCHOOL (K-12) on 11.7 acres at 2800 Stewart Avenue (APN 139-36-303-001), C-V (Civic) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

DIRECTOR'S BUSINESS:

40. **DIR-41972 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS** - For possible action on a request regarding the adoption of the Sahara West Walkable Community Plan. Staff recommends APPROVAL.
41. **DIR-42266 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: CARWIN ADVISORS, LLC - OWNER: KAG PROPERTY, LLC** - For possible action on a request regarding the amending of the Development Agreement for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001 and 002; 125-06-401-001 and 005; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005 and 006; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-005; 125-07-602-001, 003, 004 and 005; 126-12-000-001), Ward 6 (Ross). Staff has NO RECOMMENDATION.
42. **DIR-42424 - DIRECTOR'S BUSINESS - PUBLIC HEARING** - For possible action on an election of new Planning Commission Officers for the remainder of 2011. Staff has NO RECOMMENDATION.
43. **DIR-42436 - DIRECTOR'S BUSINESS - PUBLIC HEARING** - For possible action to amend the City of Las Vegas Planning Commission Rules and Regulations. Staff has NO RECOMMENDATION.
44. **DIR-42500 - DIRECTOR'S BUSINESS - PUBLIC HEARING** - For possible action on the appointment of new members to the Downtown Design Review Committee. Staff has NO RECOMMENDATION.
45. **TXT-42360 - TEXT AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS** - For possible action to amend Table 1 of Town Center Development Standards to establish regulations, applicable zoning districts, and requirements for Pet Boarding, Small Wind Energy System and Solar Panel uses. Staff recommends APPROVAL.

CITIZENS PARTICIPATION:

46. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE PLANNING COMMISSION. NO SUBJECT MAY BE ACTED UPON BY THE PLANNING COMMISSION UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
ANNOUNCEMENT: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
ROLL CALL



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:

FOR POSSIBLE ACTION TO APPROVE THE FINAL MINUTES FOR THE PLANNING
COMMISSION MEETING OF JULY 12, 2011



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: JULY 12, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

Any items from the Planning Commission, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

SUP-42254 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

MAY GO TO CITY COUNCIL ON 09/07/2011

OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

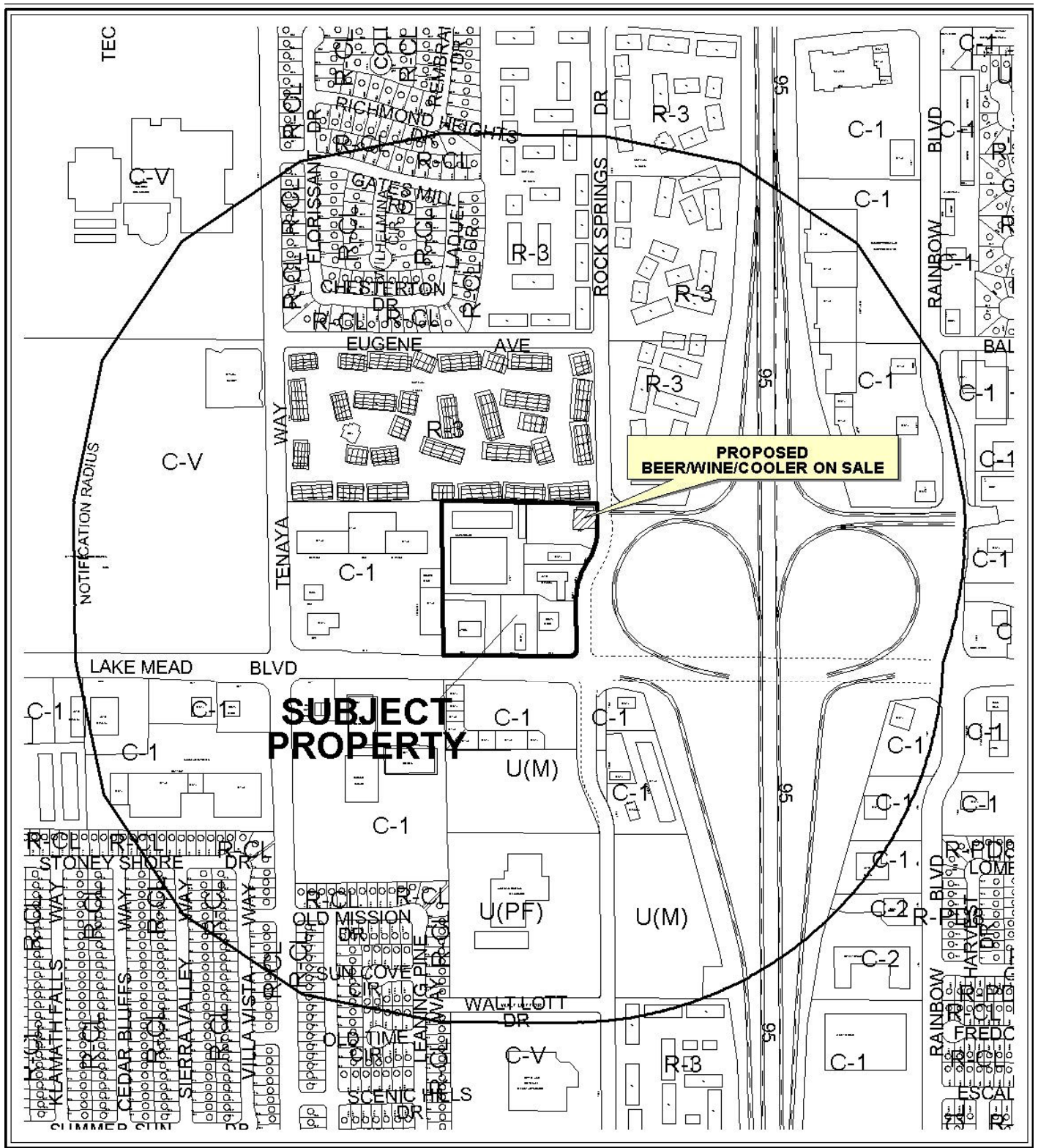
0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



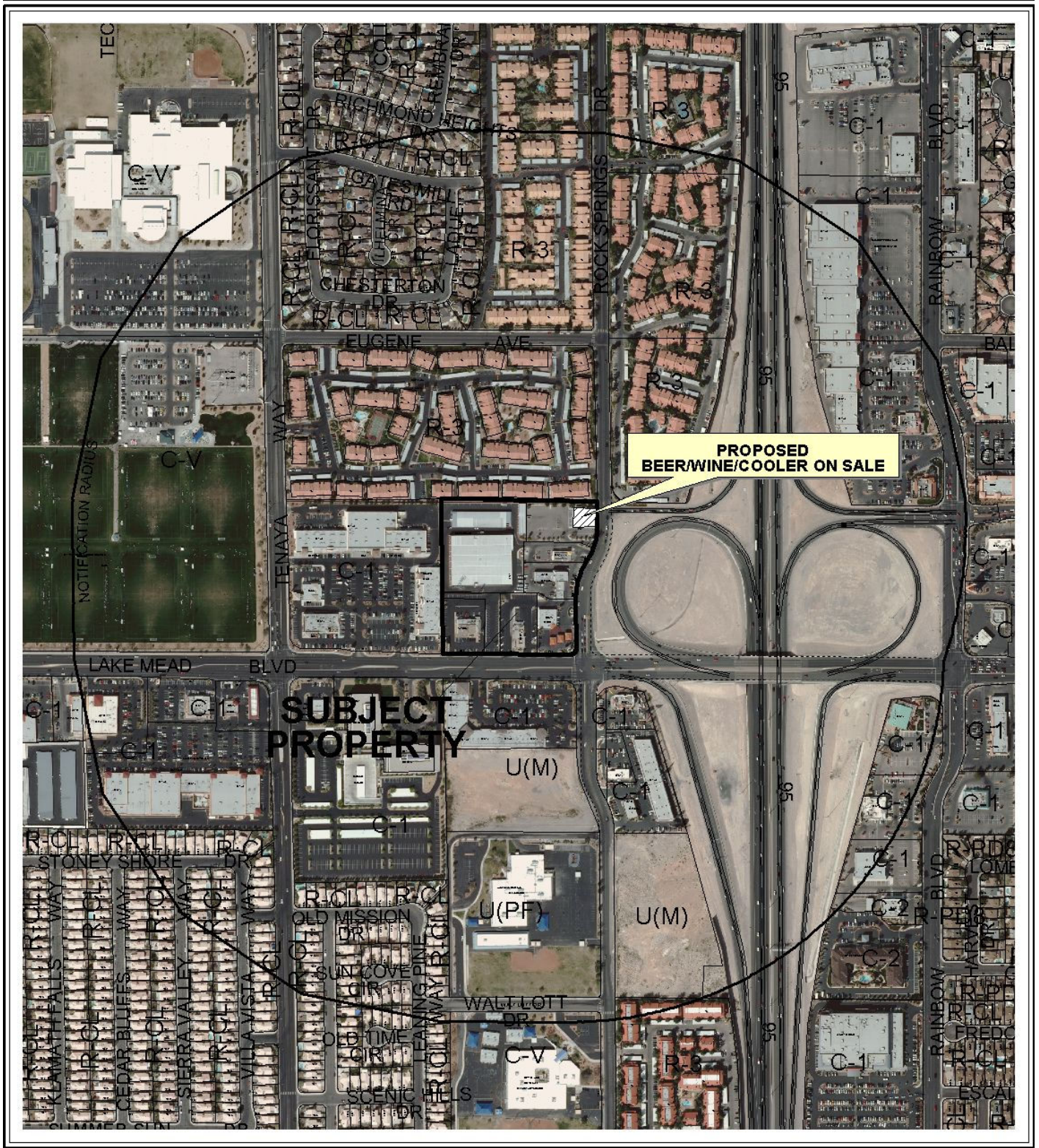
CASE: **SUP-42254**

RADIUS: 1500 FT

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

0 300 600 Feet





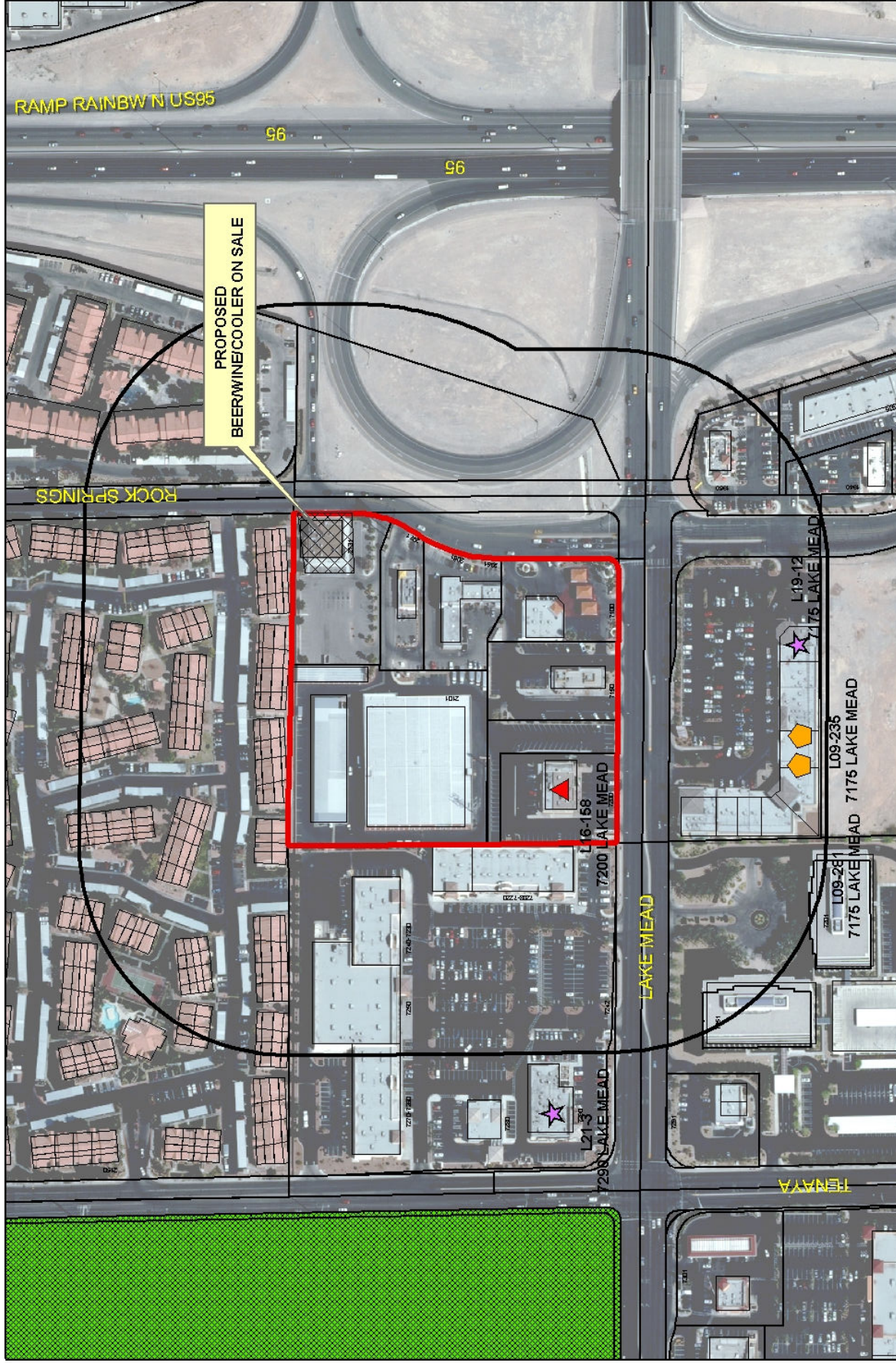
CASE: **SUP-42254**

RADIUS: 1500 FT

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

0 300 600 Feet





SUP-42254

Business Licenses



Tavern



Supper Club/
Restaurant Service Bar



Beer/Wine/Cooler
On Sale



Child Care/
Children Facility



RELIGIOUS



CITY PARKS



SCHOOLS



Subject Property



400 foot buffer



N



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42254** APN: 138-22-610-012
Name of Property Owner: CHZ HSUAN WU.
Name of Applicant: GLORIELL HOLDINGS, LLC
Name of Representative: _____

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: Chi Hsuan Wu.

Print Name: CHZ HSUAN WU.

Subscribed and sworn before me

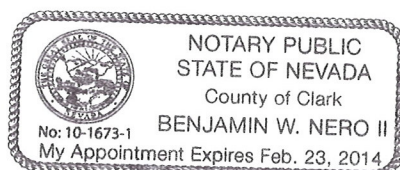
This 7th day of June, 20 11

[Signature]
Notary Public in and for said County and State

RECEIVED

JUN 23 2011

City of Las Vegas



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT BEER/WINE-COOLER ON-SALE EST.
 Project Address (Location) 2131 ROCK SPRINGS DR. LAS VEGAS, NV 89128
 Project Name PANCIT-ADOBO FILIPINO RESTAURANT Proposed Use _____
 Assessor's Parcel #(s) 138-22-610-012 Ward # 1-TARKANIAN
 General Plan: existing ISC proposed NO CHANGE Zoning: existing C1 proposed NO CHANGE
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 1.13 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER CHIT I-SHAN WU Contact _____
 Address 76 Copper Fountain St Phone: 360-2225 Fax: _____
 City Las Vegas State N.V. Zip 89138
 E-mail Address _____

APPLICANT GLORIA ROSELL-ENSLER Contact GLORIA ROSELL-ENSLER
(GLORIELL HOLDINGS, LLC)
 Address 9904 CHARLEMONT DR Phone: 702-452-3626 Fax: _____
 City LAS VEGAS, NV State NV Zip 89134
 E-mail Address MABUHAY@PANCIT-ADOBO.COM

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Chit I-Shan Wu

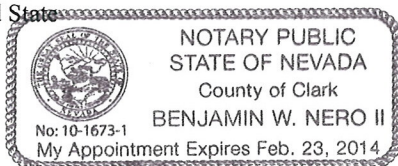
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHIT I-SHAN WU

Subscribed and sworn before me

This 7th day of June, 20 11

Notary Public in and for said County and State



Revised 10/27/08

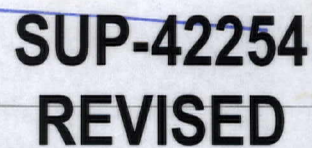
FOR DEPARTMENT USE ONLY

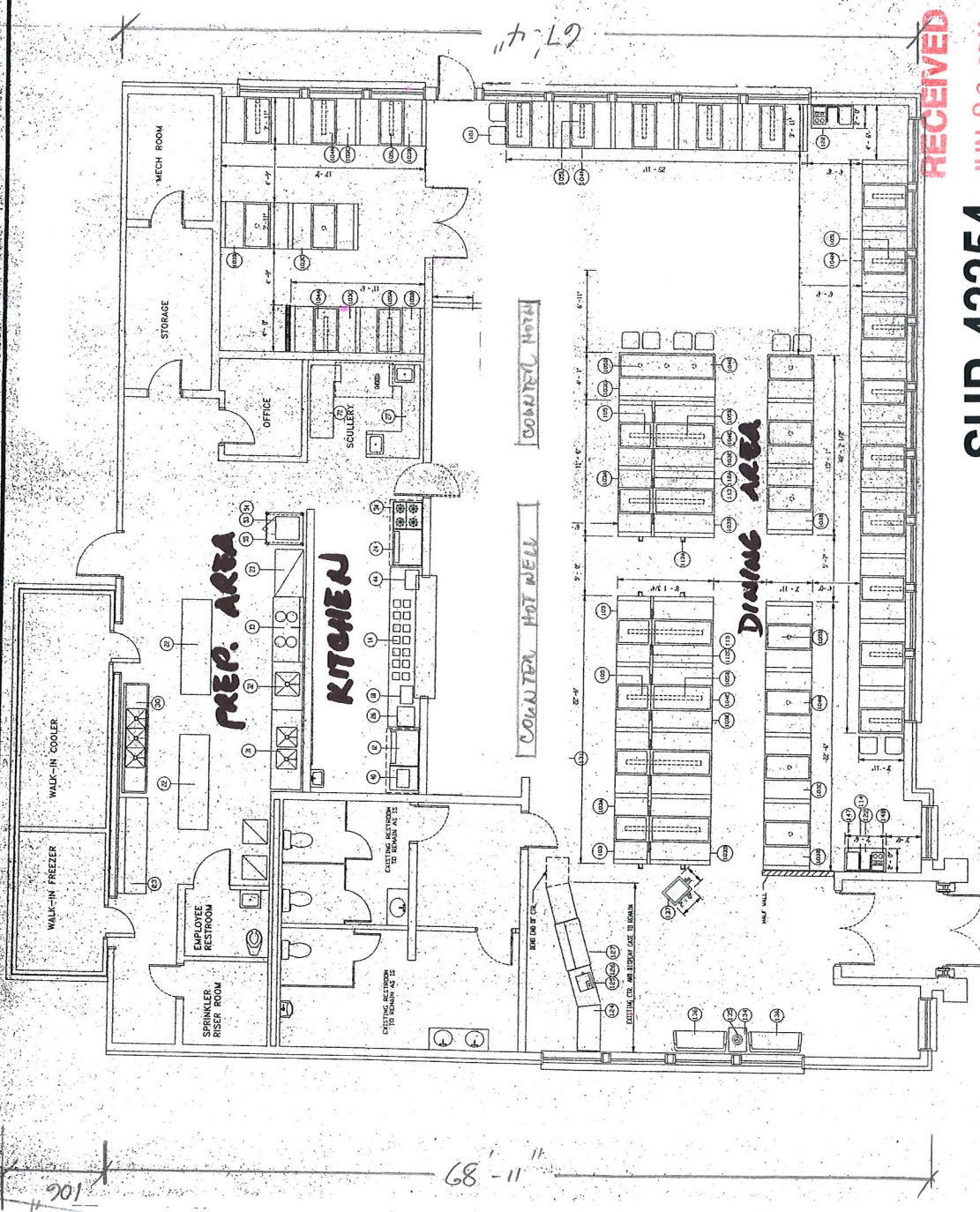
Case # 54P-42254
 Meeting Date: 8/9/11
 Total Fee: 8,280
 Date Received: 6/23/11
 Received By: Ben

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas





FURNITURE SCHEDULE

NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	WALK-IN FREEZER	1,200.00	1,200.00
2	1	WALK-IN COOLER	1,200.00	1,200.00
3	1	STOVE	800.00	800.00
4	1	SINK	400.00	400.00
5	1	COUNTER	1,500.00	1,500.00
6	1	SCULLERY	600.00	600.00
7	1	MECH. ROOM	1,000.00	1,000.00
8	1	STORAGE	500.00	500.00
9	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
10	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
11	1	WAITING AREA	1,000.00	1,000.00
12	1	DINING AREA	1,000.00	1,000.00
13	1	COUNTER HOT WEL	1,000.00	1,000.00
14	1	STOVE	800.00	800.00
15	1	SINK	400.00	400.00
16	1	COUNTER	1,500.00	1,500.00
17	1	SCULLERY	600.00	600.00
18	1	MECH. ROOM	1,000.00	1,000.00
19	1	STORAGE	500.00	500.00
20	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
21	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
22	1	WAITING AREA	1,000.00	1,000.00
23	1	DINING AREA	1,000.00	1,000.00
24	1	COUNTER HOT WEL	1,000.00	1,000.00
25	1	STOVE	800.00	800.00
26	1	SINK	400.00	400.00
27	1	COUNTER	1,500.00	1,500.00
28	1	SCULLERY	600.00	600.00
29	1	MECH. ROOM	1,000.00	1,000.00
30	1	STORAGE	500.00	500.00
31	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
32	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
33	1	WAITING AREA	1,000.00	1,000.00
34	1	DINING AREA	1,000.00	1,000.00
35	1	COUNTER HOT WEL	1,000.00	1,000.00
36	1	STOVE	800.00	800.00
37	1	SINK	400.00	400.00
38	1	COUNTER	1,500.00	1,500.00
39	1	SCULLERY	600.00	600.00
40	1	MECH. ROOM	1,000.00	1,000.00
41	1	STORAGE	500.00	500.00
42	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
43	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
44	1	WAITING AREA	1,000.00	1,000.00
45	1	DINING AREA	1,000.00	1,000.00
46	1	COUNTER HOT WEL	1,000.00	1,000.00
47	1	STOVE	800.00	800.00
48	1	SINK	400.00	400.00
49	1	COUNTER	1,500.00	1,500.00
50	1	SCULLERY	600.00	600.00
51	1	MECH. ROOM	1,000.00	1,000.00
52	1	STORAGE	500.00	500.00
53	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
54	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
55	1	WAITING AREA	1,000.00	1,000.00
56	1	DINING AREA	1,000.00	1,000.00
57	1	COUNTER HOT WEL	1,000.00	1,000.00
58	1	STOVE	800.00	800.00
59	1	SINK	400.00	400.00
60	1	COUNTER	1,500.00	1,500.00
61	1	SCULLERY	600.00	600.00
62	1	MECH. ROOM	1,000.00	1,000.00
63	1	STORAGE	500.00	500.00
64	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
65	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
66	1	WAITING AREA	1,000.00	1,000.00
67	1	DINING AREA	1,000.00	1,000.00
68	1	COUNTER HOT WEL	1,000.00	1,000.00
69	1	STOVE	800.00	800.00
70	1	SINK	400.00	400.00
71	1	COUNTER	1,500.00	1,500.00
72	1	SCULLERY	600.00	600.00
73	1	MECH. ROOM	1,000.00	1,000.00
74	1	STORAGE	500.00	500.00
75	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
76	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
77	1	WAITING AREA	1,000.00	1,000.00
78	1	DINING AREA	1,000.00	1,000.00
79	1	COUNTER HOT WEL	1,000.00	1,000.00
80	1	STOVE	800.00	800.00
81	1	SINK	400.00	400.00
82	1	COUNTER	1,500.00	1,500.00
83	1	SCULLERY	600.00	600.00
84	1	MECH. ROOM	1,000.00	1,000.00
85	1	STORAGE	500.00	500.00
86	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
87	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
88	1	WAITING AREA	1,000.00	1,000.00
89	1	DINING AREA	1,000.00	1,000.00
90	1	COUNTER HOT WEL	1,000.00	1,000.00
91	1	STOVE	800.00	800.00
92	1	SINK	400.00	400.00
93	1	COUNTER	1,500.00	1,500.00
94	1	SCULLERY	600.00	600.00
95	1	MECH. ROOM	1,000.00	1,000.00
96	1	STORAGE	500.00	500.00
97	1	EMPLOYEE RESTROOM	1,000.00	1,000.00
98	1	SPRINKLER RISER ROOM	1,000.00	1,000.00
99	1	WAITING AREA	1,000.00	1,000.00
100	1	DINING AREA	1,000.00	1,000.00

SEATING & TABLE SCHEDULE

TABLE TYPE	TOP	QTY.	SEAT
2 TOPS	6	12	000
3 TOPS	6	12	000
4 TOPS	32	128	000
5 TOPS	0	0	000
6 TOPS	6	36	000
TOTALS	44	176	000

PROJECT - ABOVE
FR. 2557

2131 ROCK SPRINGS ROAD
 LAS VEGAS, NV.
 SCALE: 1/4" = 1'-0"

RECEIVED
JUN 23 2011
City of Las Vegas

SUP-42254

80'-0"

89'-11"



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11

June 20, 2011

Pancit Adobo Filipino Restaurant
2131 Rock Springs Dr
Las Vegas, NV 89128
(702) 372-3585

Department of Planning
333 Rancho Dr.
Las Vegas, NV

Re: Justification Letter for Special Use Permit

To whom it may concern:

Pancit Adobo Filipino Restaurant seeks a special use permit in efforts of attaining a beer and wine license through the City. Pancit Adobo is an established full service restaurant located on 2131 Rock Springs Dr that has been open since the last week of October, 2010. Currently the hours of operation are from 10:30 am to 9 pm daily serving breakfast, lunch, dinner, desserts and party trays. Patrons have the option of taking out food or dining in with seating approximately amounting to 170 which include additional seating in a private banquet room.

The purpose of on-site sale of beer and wine is to increase daily revenue as well as foot traffic to keep the restaurant afloat during these economic times. There will be some entertainment at night such as singing and karaoke on selected nights and live music on other nights which start at 9:00 pm. All beer and wine /wine coolers will be sold with meals/food. No additional development to the facility is required since the business is already functioning. The anticipated schedule of operation will be daily from 11 am to 3 am. To facilitate the later hours, additional staff will be hired. There are two on-site managers, one of which will always be on the premises at any given time.

Hopefully, you will grant us the required Special Use Permit soon. Should you need more information, please don't hesitate to contact me at (702) 452-3626 or (702) 372-3585.

Sincerely,


Gloria Rosell-Ensler

Manager

RECEIVED
JUN 23 2011
City of Las Vegas

SUP-42254

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

VAC-42053 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a petition to Vacate a portion of public right-of-way at the northeast corner 4th Street and Stewart Avenue, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE: 08/17/2011

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

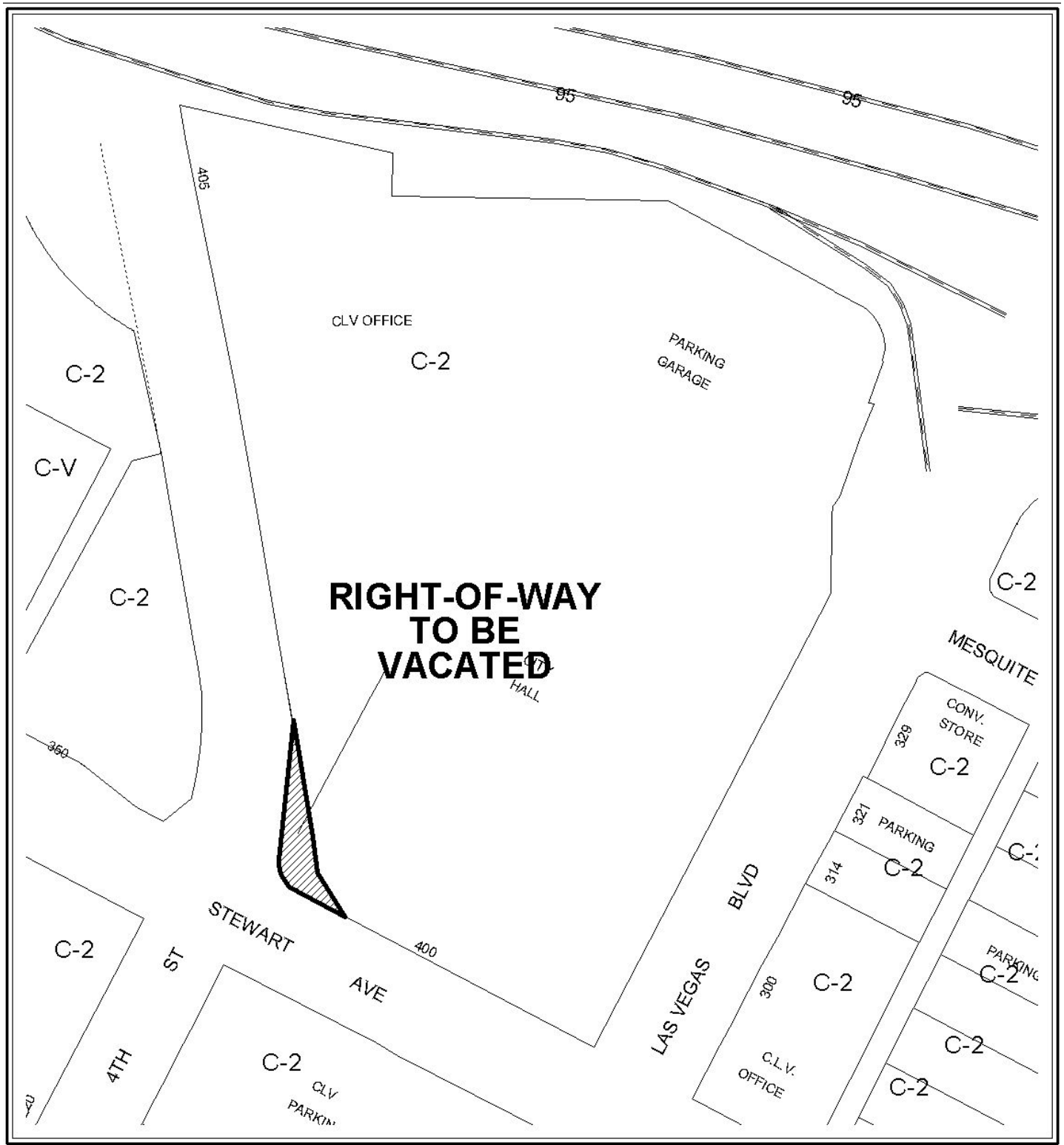
0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter



CASE: VAC-42053

0 100 200 Feet





CASE: VAC-42053

0 100 200 Feet





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-42053** APN: 139-34-501-003

Name of Property Owner: City of Las Vegas

Name of Applicant: Jorge Cervantes, Director of Public Works

Name of Representative: Barton T. Anderson

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

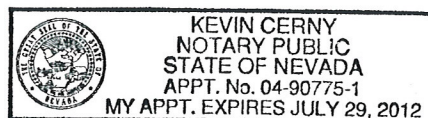
Barton T. Anderson for Jorge Cervantes

Print Name: Barton T. Anderson for Jorge Cervantes

Subscribed and sworn before me

This 7th day of June, 20 11

Kevin Cerny
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Vacation of Public Right-of-Way
Project Address (Location) 4th Street north of Stewart Avenue
Project Name _____ Proposed Use Redevelopment
Assessor's Parcel #(s) 139-34-501-003 Ward # 5
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information Vacate excess right-of-way on 4th Street to conform the right-of-way to the existing roadway improvements preparatory to sale of parcel.

PROPERTY OWNER City of Las Vegas Contact Jorge Cervantes
Address 400 E. Stewart Avenue Phone: (702) 229-2198 Fax: _____
City Las Vegas State NV Zip 89101
E-mail Address _____

APPLICANT Jorge Cervantes Contact Bart Anderson
Address 400 E. Stewart Avenue Phone: (702) 229-2198 Fax: _____
City Las Vegas State NV Zip 89101
E-mail Address jcervantes@lasvegasnevada.gov

REPRESENTATIVE Barton T. Anderson Contact Bart Anderson
Address 400 E. Stewart Avenue Phone: (702) 229-2198 Fax: _____
City Las Vegas State NV Zip 89101
E-mail Address banderson@lasvegasnevada.gov

Property Owner Signature* Barton T. Anderson (for Jorge Cervantes)

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

Print Name Barton T. Anderson for Jorge Cervantes

Subscribed and sworn before me

This 7th day of June, 20 11.

Kevin Cerny

Notary Public in and for said County and State

Revised 10/27/08



KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012

FOR DEPARTMENT USE ONLY

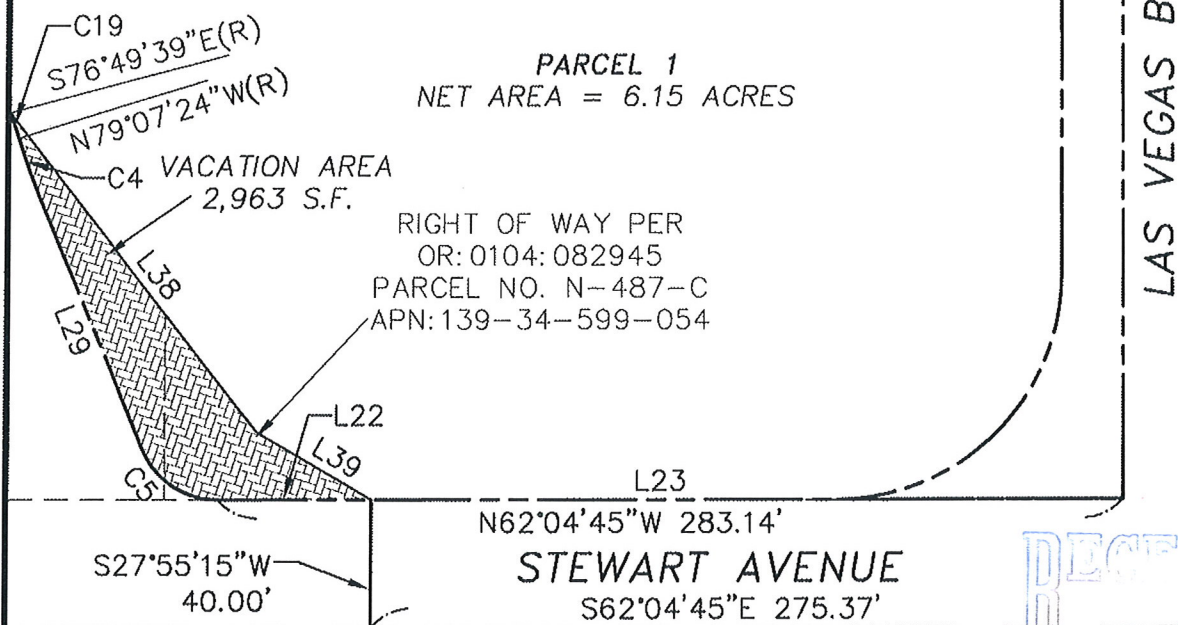
Case #	<u>VAC-42053</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	
Date Received:*	<u>6-7-11</u>
Received By:	<u>J. F. [Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



SCALE: 1" = 60'



RECEIVED
JUN 07 2011

BASIS OF BEARINGS

NORTH 62°04'45" WEST, BEING THE CENTERLINE OF A PORTION OF STEWART AVENUE AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 112, PAGE 0041 OF PARCEL MAPS.



LAS VEGAS
10649 JEFFREYS ST., HENDERSON, NV 89052
TEL: (702) 990-9300 FAX: (702) 990-9305
www.cardnowrg.com
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

VACATION EXHIBIT 4TH STREET

CITY OF LAS VEGAS - CITY HALL
LAS VEGAS, NEVADA

PROJECT NO. 3119614
DATE: 5/18/2011
BY: TJB
SCALE: 1"=50'
SHEET NO. 1 OF 2

VAC-42053

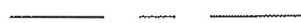
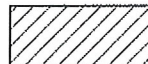
COURSE TABLE:

Line #	Length	Bearing
L22	47.81'	S62° 04' 45"E
L23	145.80'	S62° 04' 45"E
L29	85.36'	N5° 24' 44"E
L38	126.59'	S9° 45' 19"E
L39	41.35'	N31° 40' 43"W

CURVE TABLE:

CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	20.03	210.00'	5°27'52"	20.02'	S8°08'40"W
C5	29.45	25.00'	67°29'29"	27.78'	S28°20'00"E
C19	8.43	160.00'	3°01'10"	8.43'	N9°22'01"E

LEGEND:

-  — EXISTING BOUNDARY LINE
-  — EXISTING CENTERLINE
-  — EXISTING RIGHT-OF-WAY LINE
-  — SECTIONAL LINE
-  — RIGHT-OF-WAY DEDICATION AREA
-  — RIGHT-OF-WAY VACATION AREA
- APN — ASSESSOR'S PARCEL NUMBER
- S.F. — SQUARE FEET
- N.A.P.O.T.S. — NOT A PART OF THIS SURVEY

RECEIVED
JUN 07 2011



LAS VEGAS
10649 JEFFREYS ST, HENDERSON, NV 89052
TEL: (702) 990-9300 FAX: (702) 990-9305
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PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

VACATION EXHIBIT 4TH STREET

CITY OF LAS VEGAS - CITY HALL
LAS VEGAS, NEVADA

PROJECT NO. 3119614
DATE: 5/18/2011
BY: TJB
SCALE: 1"=50'
SHEET NO. 2 OF 2

VAC-42053



VAC-42053 - APPLICANT/OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF STEWART AVENUE AND FOURTH STREET

06/30/11

To whom it may concern:

The Department of Public Works requests a Petition of Vacation of excess public rights-of-way on 4th Street, north of Stewart Avenue, adjacent to the current City Hall. The City is in the process of transferring ownership of the City Hall parcel to private ownership, and this petition will clean up the right-of-way boundaries to coincide with the actual roadway improvements.

Thank you,



Barton T. Anderson, P.E.
Engineering Project Manager, Development Coordination
City of Las Vegas Department of Public Works

RECEIVED
JUN 07 2011
VAC-42053

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

VAC-42246 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a petition to Vacate all public street right-of-way within a residential subdivision generally located at the southwest corner of Crossbridge Drive and Sky Vista Drive, Ward 2 (Wolfson). Staff recommends APPROVAL.

SET DATE: 08/17/2011

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

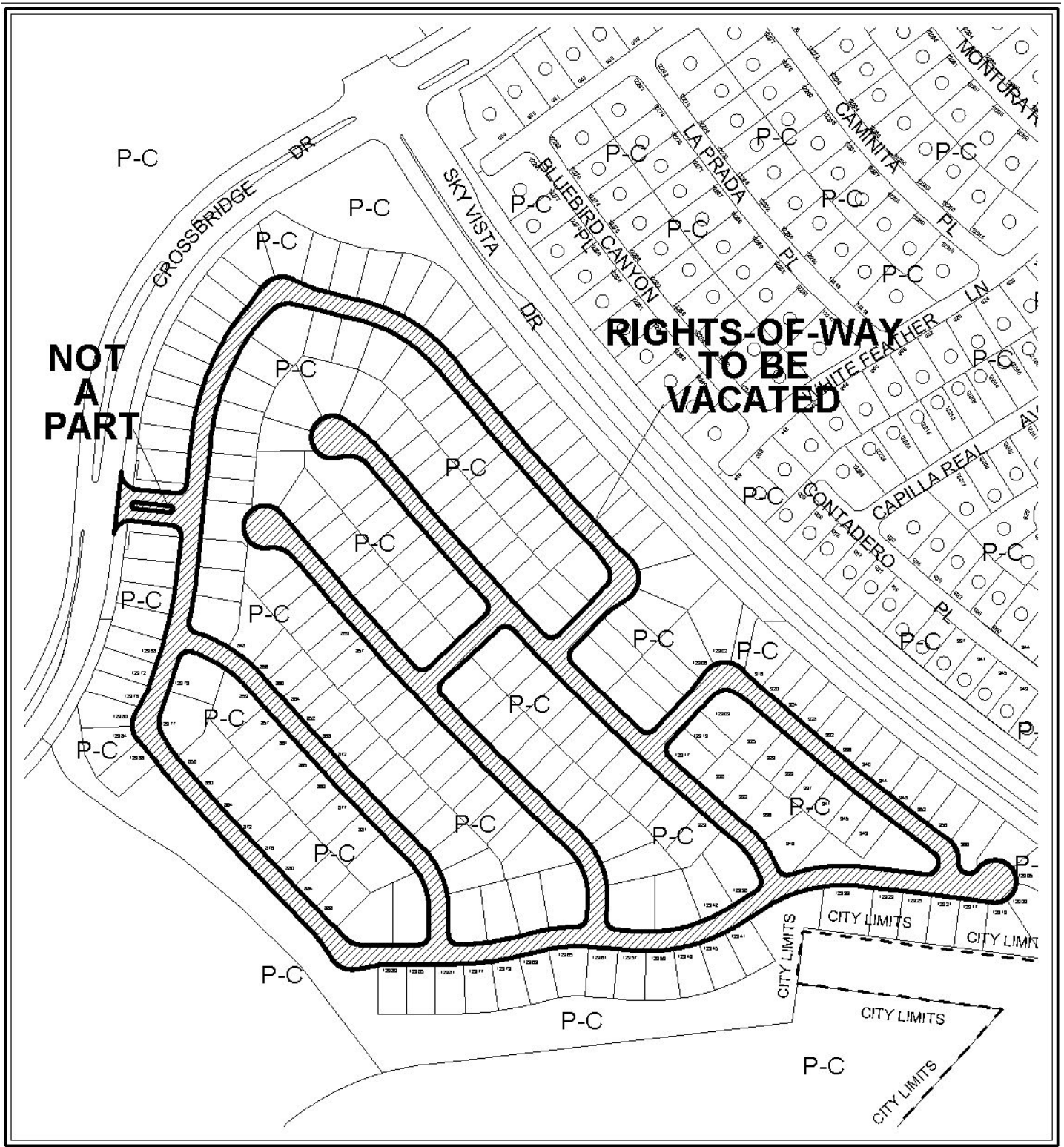
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

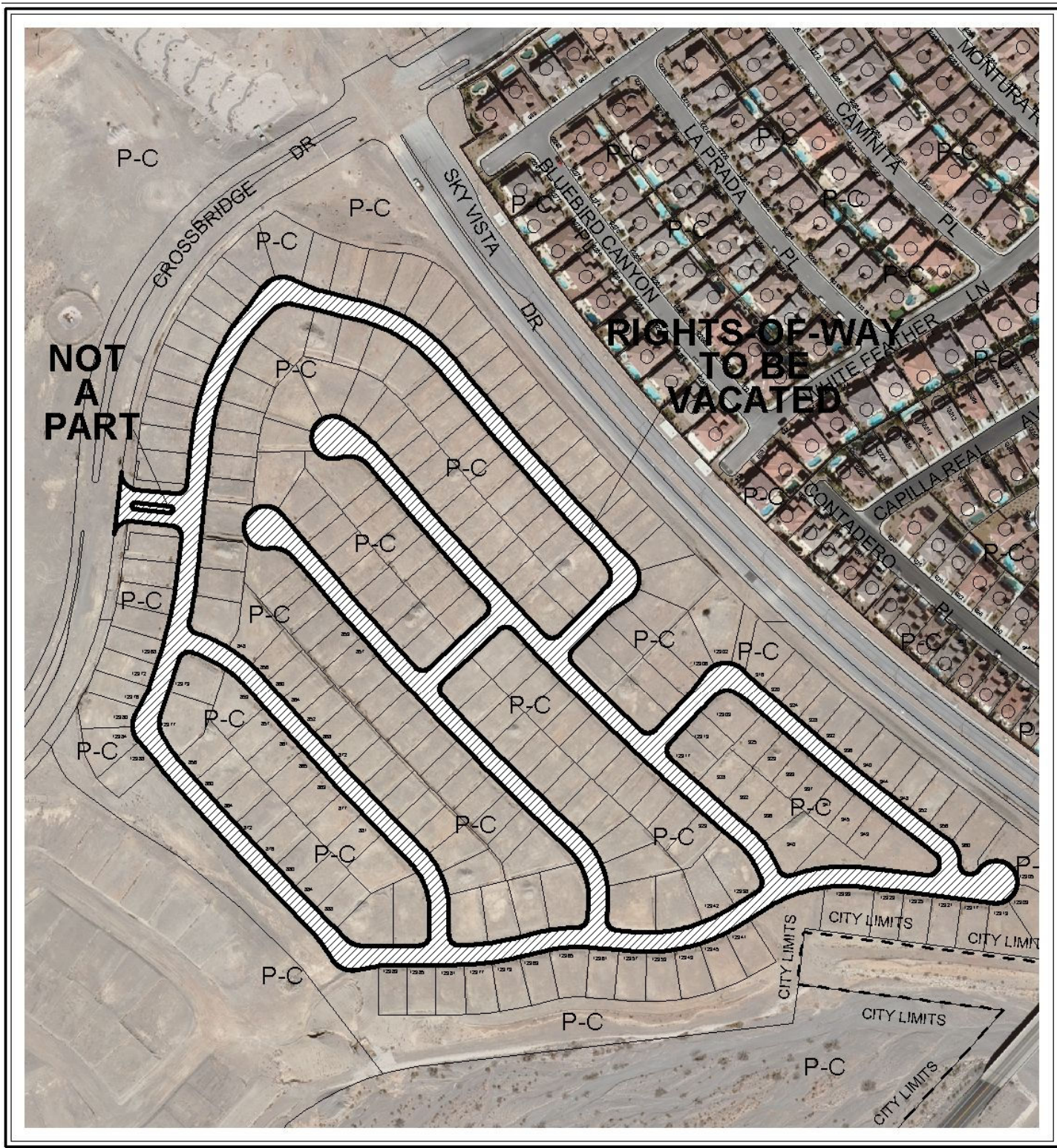
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: VAC-42246

0 100 200 Feet





CASE: VAC-42246

COPY



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-42246** APN: see attached

Name of Property Owner: The Howard Hughes Company, LLC, A Delaware LLC

Name of Applicant: Same as Owner

Name of Representative: G. C. Wallace, Inc./Paul Burn, PLS

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: [Signature]

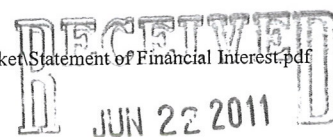
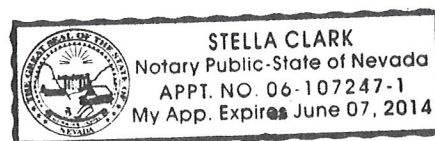
Print Name: KEVIN T. Orrock

Subscribed and sworn before me

This 10th day of May, 20 11

Stella Clark

Notary Public in and for said County and State



COPY

137-34-416-001-83 (83)
164-03-112-84-103 (19)
164-03-112-104-237 (133)
164-03-415-804 (1)
164-03-415-007 (1)

Total 237

RECEIVED
JUN 22 2011



DEPARTMENT OF PLANNING

COPY

APPLICATION / PETITION FORM

Application/Petition For: Vacation Street Right of Way
Project Address (Location) CrossBridge Drive and Sky Vista Drive- Summerlin
Project Name Reversionary Parcel Map Proposed Use _____
Assessor's Parcel #(s) See attached Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 42.98 Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER The Howard Hughes Company L.P. Contact Glenn Lowrimore
Address 10801 West Charleston Blvd. 3RD Floor Phone: 791-4600 Fax: 791-4660
City Las Vegas State Nevada Zip 89146
E-mail Address jlowrimore@howardhughes.com

APPLICANT Same as Above Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____
E-mail Address _____

REPRESENTATIVE G.C. Wallace, Inc. Contact Paul Burn, PLS
Address 1555 South Rainbow Blvd Phone: 702-804-2060 Fax: 702-804-2299
City Las Vegas State Nevada Zip 89135
E-mail Address pburn@gcwallace.com

Property Owner Signature* [Signature]

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

Print Name KEVIN T. ORLOCK

Subscribed and sworn before me

This 10th day of May, 20 11.

Stella Clark

Notary Public in and for said County and State



STELLA CLARK
Notary Public-State of Nevada
APPT. NO. 06-107247-1
My App. Expires June 07, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # VAC-42246
Meeting Date: 8/9/11
Total Fee: \$1,000
Date Received: 6/22/11
Received By: Burns

RECEIVED
JUN 22 2011

*Th.
s

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f:\depot\applications\acknowledgements\pdf



**VAC-42246 - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC
SOUTHWEST CORNER OF CROSSBRIDGE DRIVE AND SKY VISTA DRIVE**

06/30/11



**VAC-42246 - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC
SOUTHWEST CORNER OF CROSSBRIDGE DRIVE AND SKY VISTA DRIVE**

06/30/11



G.C. WALLACE, INC.

Writer's Contact Information:

62024-810-01

July 6, 2011

Planning Department
City of Las Vegas
333 Rancho Drive
Las Vegas, Nevada
89101

**Re: Justification for Reversionary Map and Vacation of Street Right of Way
FMP 42158 and Vac-42246**

To Whom It May Concern:

On behalf of The Howard Hughes Company, Limited Partnership, G. C. Wallace, Inc., (GCW) is submitting a request for a Reversionary Final Map and Vacation of Street Right of Way. We are submitting these applications per the request of the City of Las Vegas.

Please feel free to call me at 804-2126 if you need any additional information or have any questions.

Very truly yours,

G. C. WALLACE, INC.

Cyndee Miller,
Project Coordinator

Enclosures

C: File
Josh Johnson, GCW

RECEIVED
JUL 07 2011
VAC-42246

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

SDR-42260 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING -
APPLICANT/OWNER: SYMPHONY PARK MASTER ASSOCIATION, INC. - For possible
action on a request for a Site Development Plan Review FOR A PRIVATE PARK on 0.58 acres
at the intersection of Symphony Park Avenue and Grand Central Parkway (APNs 139-33-511-
009 and 010), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends
APPROVAL.

MAY GO TO CITY COUNCIL ON 09/07/2011

OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

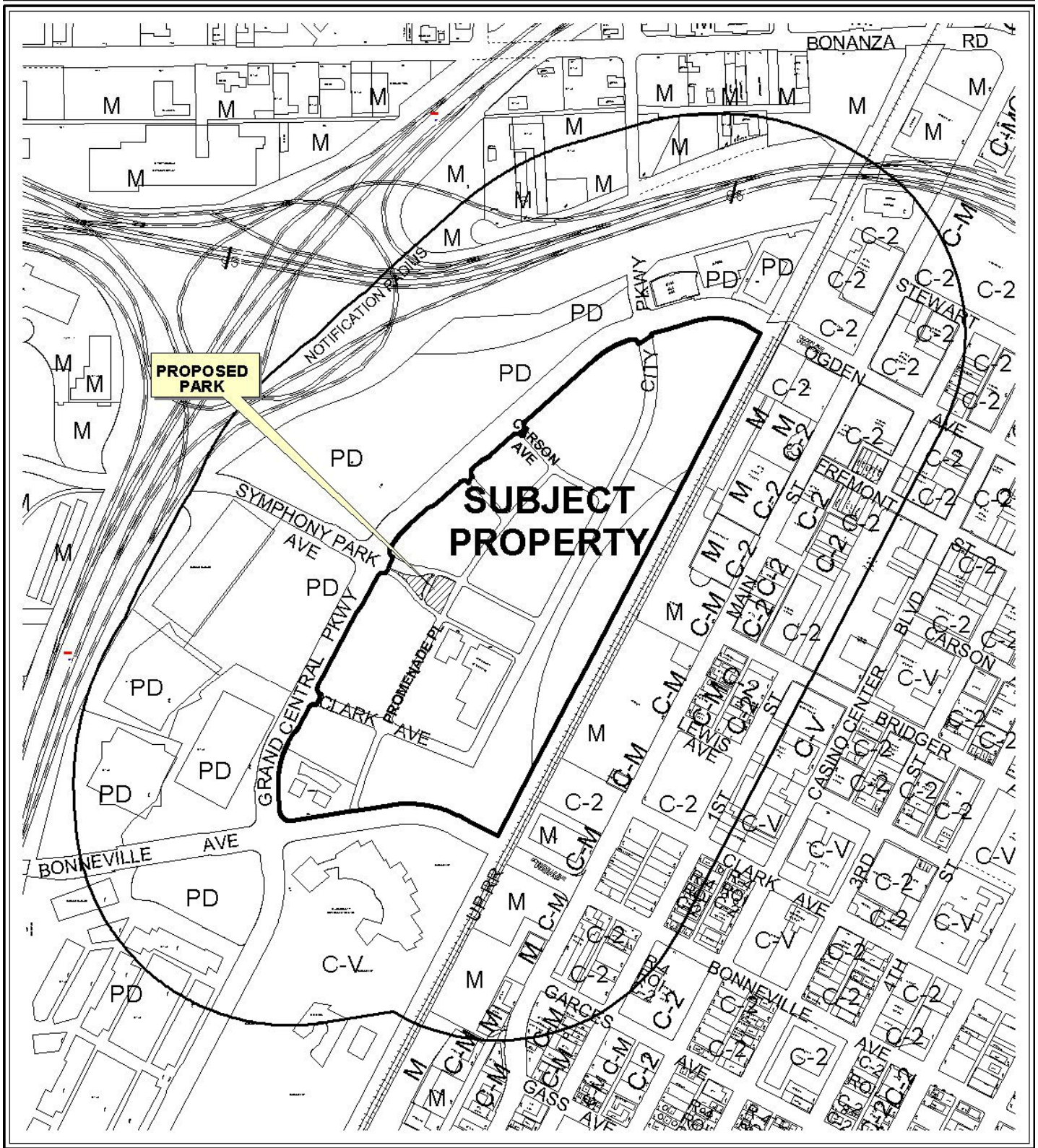
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Symphony Park Design Review Committee Approval Letter
6. Justification Letter



CASE: **SDR-42260**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 300 600 Feet





CASE: **SDR-42260**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 300 600 Feet





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-42260** APN: APN-139-33-511-009, APN-139-33-511-010

Name of Property Owner: Symphony Park Master Association, Inc

Name of Applicant: Sam Gladstein - Symphony Park Master Association, Inc.

Name of Representative: Christopher Langham - JW Zunino Landscape Architecture

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

☐ Yes

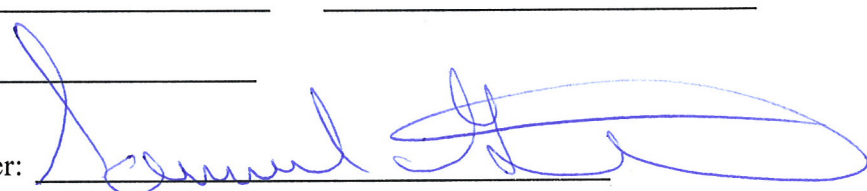
☒ No

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

City Official: _____

Partner(s): _____

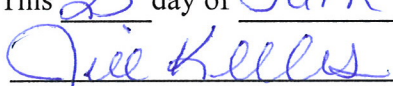
APN: _____

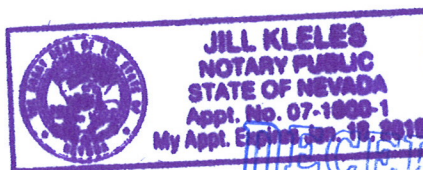
Signature of Property Owner: 

Print Name: Sam Gladstein

Subscribed and sworn before me

This 23 day of June, 2011


Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review
Project Address (Location) Promenade Place @ Symphony Park Avenue & Grand Central Pkwy
Project Name Symphony Park Proposed Use Park
Assessor's Parcel #(s) 139-33-511-009, 139-33-511-010 Ward # 5
General Plan: existing MXU proposed MXU Zoning: existing PD proposed PD
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres .58 Lots/Units _____ Density _____
Additional Information Parcels M1 and M2

PROPERTY OWNER Symphony Park Master Assn, Inc Contact Sam Gladstein
Address 6130 Elton Ave #212 Phone: (702) 220-8090 Fax: (702) 216-6001
City Las Vegas State NV Zip 89107
E-mail Address sgladstein@newlandco.com

APPLICANT Symphony Park Master Assn, Inc Contact Sam Gladstein
Address 6130 Elton Ave #212 Phone: (702) 220-8090 Fax: (702) 216-6001
City Las Vegas State NV Zip 89107
E-mail Address sgladstein@newlandco.com

REPRESENTATIVE JW Zunino Landscape Architecture Contact Christopher Langham
Address 3191 S. Jones Blvd Phone: (702) 253-9390 Fax: (702) 253-1016
City Las Vegas State NV Zip 89146
E-mail Address chris@jwzunino.com

Property Owner Signature* [Signature]

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

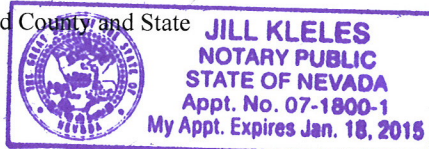
Print Name Sam Gladstein

Subscribed and sworn before me

This 23 day of June, 20 11

Jill Kleles

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>SDR - 42260</u>
Meeting Date:	<u>8-9-11 PC</u>
Total Fee:	<u>\$1,030</u>
Date Received:*	<u>6-23-11</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

CITY OF LAS VEGAS

THE SMITH CENTER
NEWLAND COMMUNITIES

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Urban Design • Technical Planning
Architectural Design • Interior Design
Site/Land City-Shape

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Salt Lake City, Utah 84101

(801) 359-4771

Facsimile (801) 359-4411

WWW.DESIGNWORKSHOP.COM

SYMPHONY PARK DESIGN DEVELOPMENT PARCELS M1 & M2

CIVIL ENGINEERS
MARTIN & MARTIN
2355 RED ROCK STREET, #103
LAS VEGAS, NV 89119
PH: (702) 248-8000
FAX: (702) 248-8000

ISSUE DATE: JULY 2011

REVISIONS
DATE DESCRIPTION

PROJECT NUMBER: 3119

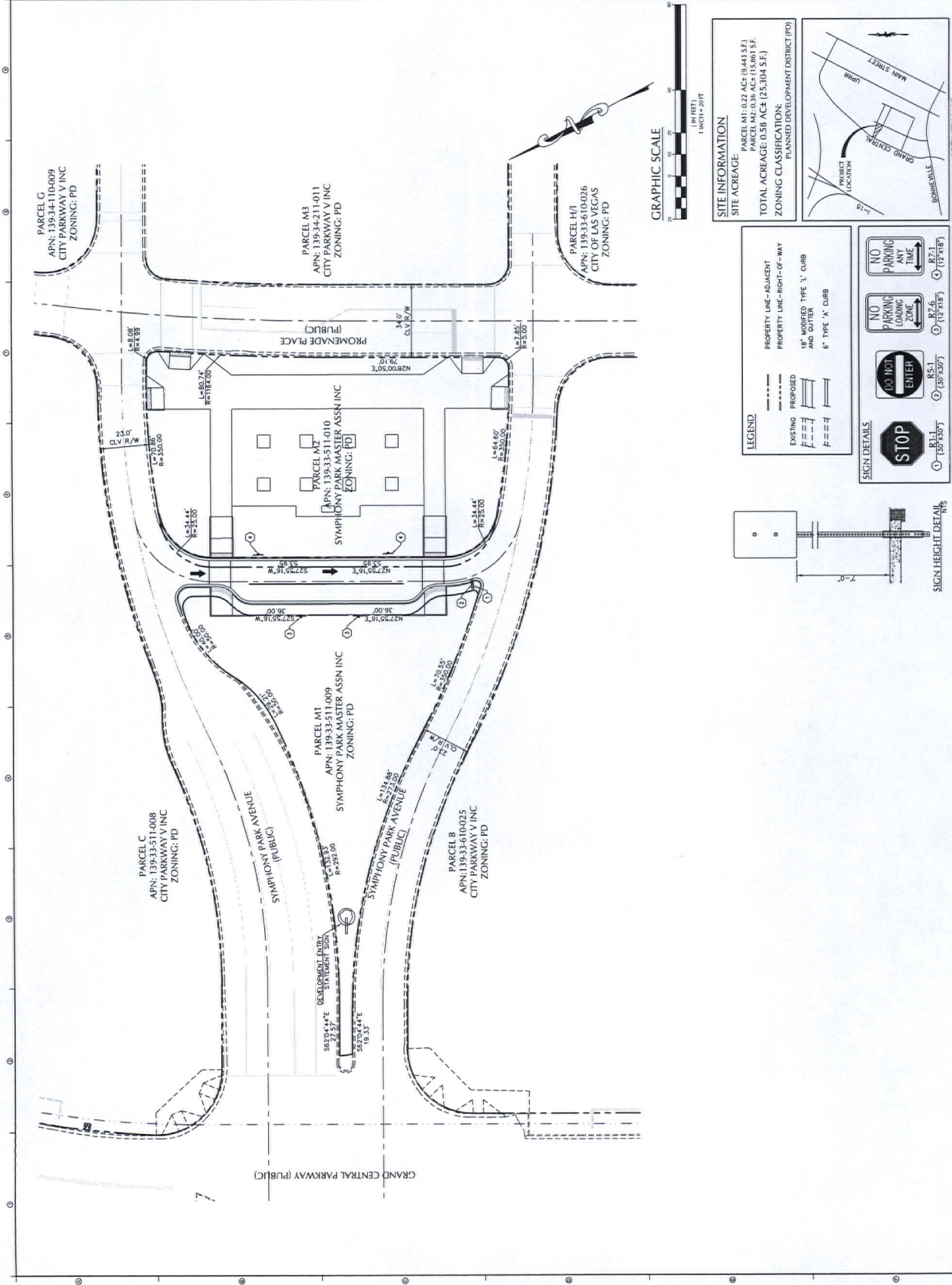
SITE PLAN

SHEET NUMBER

01

RECEIVED
JUL 07 2011

SDR-42260 REVISED



CITY OF LAS VEGAS

THE SMITH CENTER
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Administration • Construction Management •
Sustainable Design • Urban Design • Urban Planning

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SYMPHONY PARK
Planning + Development Submittal
PARCELS M1 & M2

ISSUE DATE: JUL 7, 2011

REVISIONS	DATE	DESCRIPTION

Design
Development

PROJECT NUMBER: 4674

Materials Board

SHEET NUMBER

L-3

© COPYRIGHT DESIGNWORKSHOP, INC.



Stone Paving
As approved by SP DRC for use at
The Smith Center and the M3 Parcel



Colored Concrete
Solomon Colors - 306 Canvas



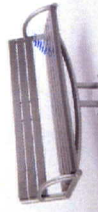
Colored Concrete Paver
Hanover Architectural Products
Prest Concrete Paver - 12" x 12" x 2"
Tudor Finish
Limestone Grey



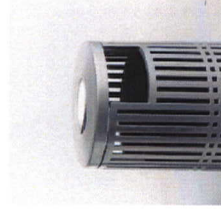
Landscape Barrier
Landscape Forms
Robert-Sant & Cole
Stainless Steel



Benches
Landscape Forms
Arcata
Polysite Seat
Powder Coat Silver

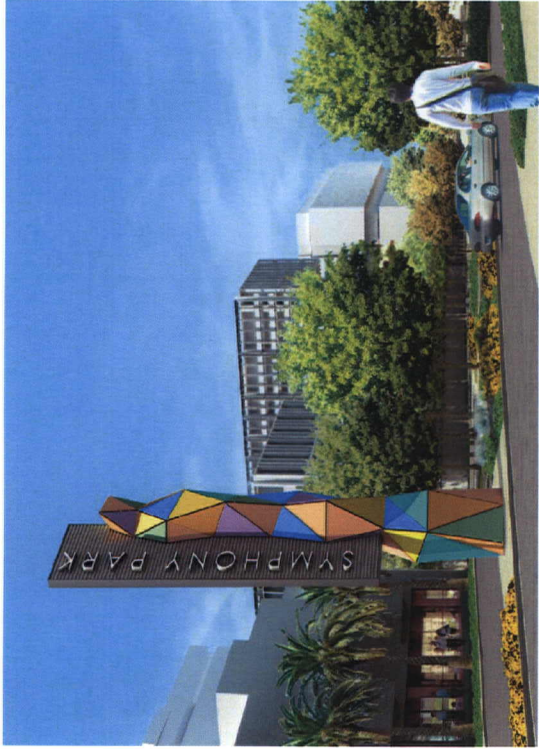


Trash Receptacle
Landscape Forms
Chase Park
Powder Coat Silver

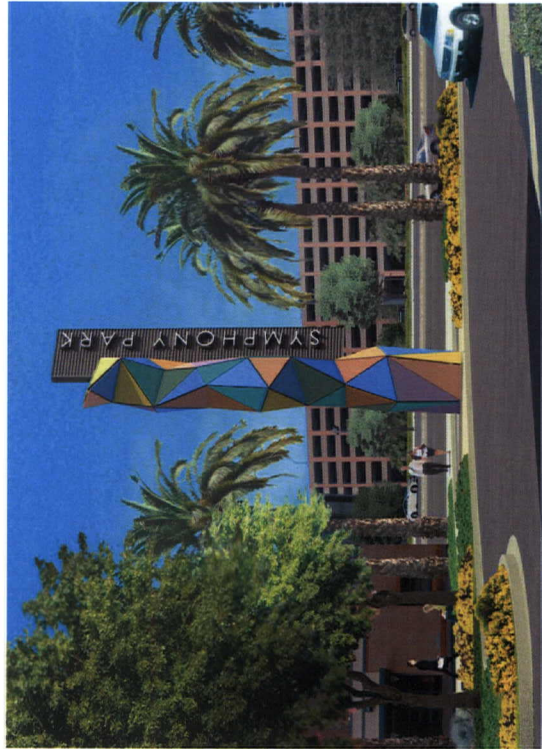


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JUL 14 2011

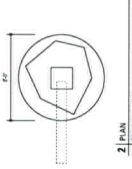
SDR-42260
REVISED



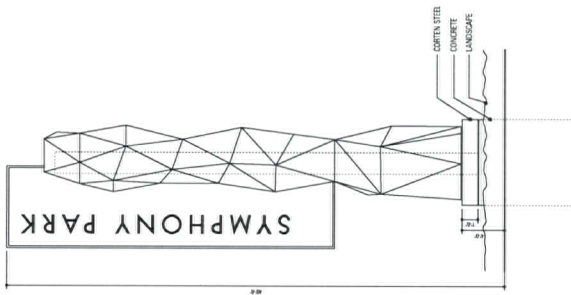
Primary Identification Sign



Primary Identification Sign



2 PLAN
SCALE 1/8" = 1'-0"



1 ELEVATION
SCALE 1/8" = 1'-0"

CITY OF LAS VEGAS

THE SMITH CENTER
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Architectural Design • Interior Design •
Site Planning • Urban Design

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(801) 359-4411
Facsimile (801) 359-4411
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SYMPHONY PARK
Planning + Development Submittal
PARCELS M1 & M2

ISSUE DATE: July 7, 2011

NO.	DATE	DESCRIPTION

Design Development

PROJECT NUMBER: 4074

M1 Signage

SHEET NUMBER
L-4

RECEIVED
JUL 07 2011
SDR-42260
REVISED



SDR-42260 - APPLICANT/OWNER: SYMPHONY PARK MASTER ASSOCIATION, INC.
SYMPHONY PARK AVENUE AND GRAND CENTRAL PARKWAY

06/30/11

SYMPHONY PARKSM

July 12, 2011

Todd Johnson, Principal
Design Workshop
1390 Lawrence Street
Denver, CO 80204

(by email)

Re: **Symphony Park Revised Design Development Submission for Parcels M1 and M2**, submitted July 7 and 11, 2011.

Dear Mr. Johnson,

The Symphony Park Design Review Committee (SP-DRC) received your revised Design Development submission for Symphony Park parcels M1 and M2 dated July 7, 2011, augmented by a partially revised submission delivered July 11, 2011 and reviewed both submissions on July 11, 2011.

Based on the revised design presented, **the Revised Design Development submission is APPROVED for City of Las Vegas Site Development Plan Review with the following conditions**, which are to be addressed and approved by the SP-DRC prior to finalization of Construction Drawings.

Landscape and Lighting Conditions:

1. Sheet L1-01 Site Materials Plan:

- a. It is not clear from the lighting layout that sufficient pedestrian lighting will be provided in the plaza or in the drop off area. Please confirm adequate lighting levels on all pedestrian areas of at least 1.0 fc at grade with a 4:1 uniformity. This may suggest the need for an additional pedestrian light pole and fixture in the plaza or other areas.
- b. Site furniture notes must include a bicycle rack and one must be located somewhere on or near the plaza area.
- c. Symphony Park Design Standards (SPDS) 2.4.1 requires the use of an unconventional seating element for some of the site seating. The SP-DRC recommends this requirement be met with the two benches backing

SDR-42260
REVISED

RECEIVED
JUL 20 2011

to the west edge of the plaza being specified to be unconventional in some way. See SPDS for suggestions.

d. Stone paver notes should also reference the required stone paver color pattern from the SPDS.

2. Sheet L-3 Materials Board:

a. Materials as noted on the revised submission dated July 11, 2011 are approved with the following exception. The bench with the back is to be modified per condition 1.c above. In addition, the SP-DRC would recommend the addition of a center obstruction bar or arm on all benches to preclude someone from sleeping on the bench, if it is available from the manufacturer.

b. The addition of a bicycle rack is required.

3. Sheet L4-03 Site Construction Details:

a. A detail for the bicycle rack is required as are planting details.

4. Sheet L1 Planting Plan:

a. The specification of the Ash and Pistache trees at 60 inch box size is required or provide the required and proposed tree caliper sizes and a justification as to why an administrative waiver should be granted for the smaller plant material

b. The alignment of the Palm trees on Promenade Place is to be in line with the light poles, more to the center of the planting bed.

c. SPDS 2.1.5 requires 75% of walkways to be shaded at noon on June 21. Please confirm that adequate shading is provided by the current tree layout.

d. The ground cover and shrub plant materials are approved provided they are evergreen materials.

5. Sheet L2 Irrigation Plan:

a. Add additional sleeves under walk areas to reach all planting beds.

b. Please confirm that the planting and irrigation as proposed reduces water consumption by 50% from a LEED base case condition per SPDS 2.2.1.

SDR-42260
REVISED

Civil Design Conditions:

1. Sheet C2.01 Demolition Plan:

- a. Commit to a vacation and remapping of the Right of Way for the drop off street so that the future sidewalk does not encroach into it. This will entail an interim encroachment permit for landscape in the current public Right of Way on M1 and a dedication of future Right of Way on M2.

1. Sheet 3.01 Signage, Striping and Horizontal Control:

- a. Incorporate new Symphony Park Regulatory Signage sign support structures into further sign specifications.
- b. Locate an additional "do not enter sign" at the corner of east bound Symphony Park Avenue and Promenade Place or confirm that it is not required.

2. Sheet 4.01 Grading Plan:

- a. Modify the grading to extend the center planter mounding further east and further attempt to add a small amount of mounding on the south side of the plaza, north of site utilities. Keep mounding to two feet in height so that visibility into the plaza is not compromised.

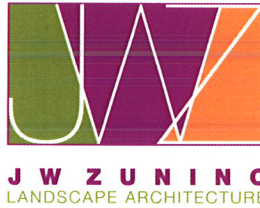
Sincerely,
The Symphony Park Design Review Committee
Scott Carter, Chairman

cc. Sam Gladstein, Newland Co.
Flinn Fagg, Director, City of Las Vegas Planning Department
Terrall Budge, Design Workshop
Troy Cook, Design Workshop

(All by email)



SDR-42260
REVISED



Plan | Design | Grow

June 23, 2011

Department of Planning and Development
Development Service Center

333 N. Rancho Drive
Las Vegas, NV 89106

Attn: City of Las Vegas Planning

**RE: Symphony Park (Parcels M1 & M2) Justification Letter
(APN #'s 139-33-511-009 & 139-33-511-010)**

Dear Planning,

The Symphony Park Master Association, Inc. proposes to develop a park within the Symphony Park Development. The site for the park is comprised of two parcels (M1 & M2) located on .58 acres of vacant land between Symphony Park Avenue at the intersections of Promenade Place. These parcels are located northwest of the Smith Center for the Performing Arts, currently under construction. The park will provide an immediate aesthetic complement to the development and is being designed to harmoniously connect with the adjoining M3 parcel.

The Park improvements will include planting, irrigation, decorative hardscape, and opportunities for art and sculpture. No on-site parking or vehicular access is planned other than the designated public right-of-way. In accordance with the Symphony Park Master Plan, parking will be accommodated through existing and proposed structures and surface lots off-site.

This project, being within the Symphony Park Development is part of the USGBC's LEED ND pilot program – which is the only such project in the State of Nevada, and will therefore utilize sustainable elements and design techniques throughout. As part of this effort, the site will reduce storm water runoff from pre-development conditions, and utilize xeriscape design principles for the landscape material, including water efficient plantings. A water efficient irrigation system will be used for landscaping. Provisions will be made for recycling construction waste.

The M1 parcel consists of existing utility infrastructure, proposed Symphony Park development entry statement sign for the master development, and a drop off/pickup zone in the public right-of-way. An encroachment agreement will be required for the proposed private landscaping located at the northeast and southeast corners of the parcel M1 in public right-of-way. The proposed uses conform to the current zoning designation.

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JUN 23 2011

SDR-42260



J W Z U N I N O
LANDSCAPE ARCHITECTURE

Plan | Design | Grow

The M2 parcel consists of existing utility infrastructure, and landscaping. The proposed uses conform to the current zoning designation.

Per discussions with City staff (Dennis Moyer – Land Development) to expedite the permitting process, CLV will allow civil improvement plans to be reviewed by Land Development after preliminary drainage review and pending approval. No permits shall be issued until Conditions of Approval from the City Council meeting are met.

The project will comply with all conditions and comments from the Symphony Park Design Review Committee.

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JUN 23 2011

SDR-42260

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - GPA-41777 - GENERAL PLAN AMENDMENT - PUBLIC HEARING -
APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a
General Plan Amendment FROM: O (OFFICE) and LI/R (LIGHT INDUSTRY/RESEARCH)
TO: M (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN
138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

13

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

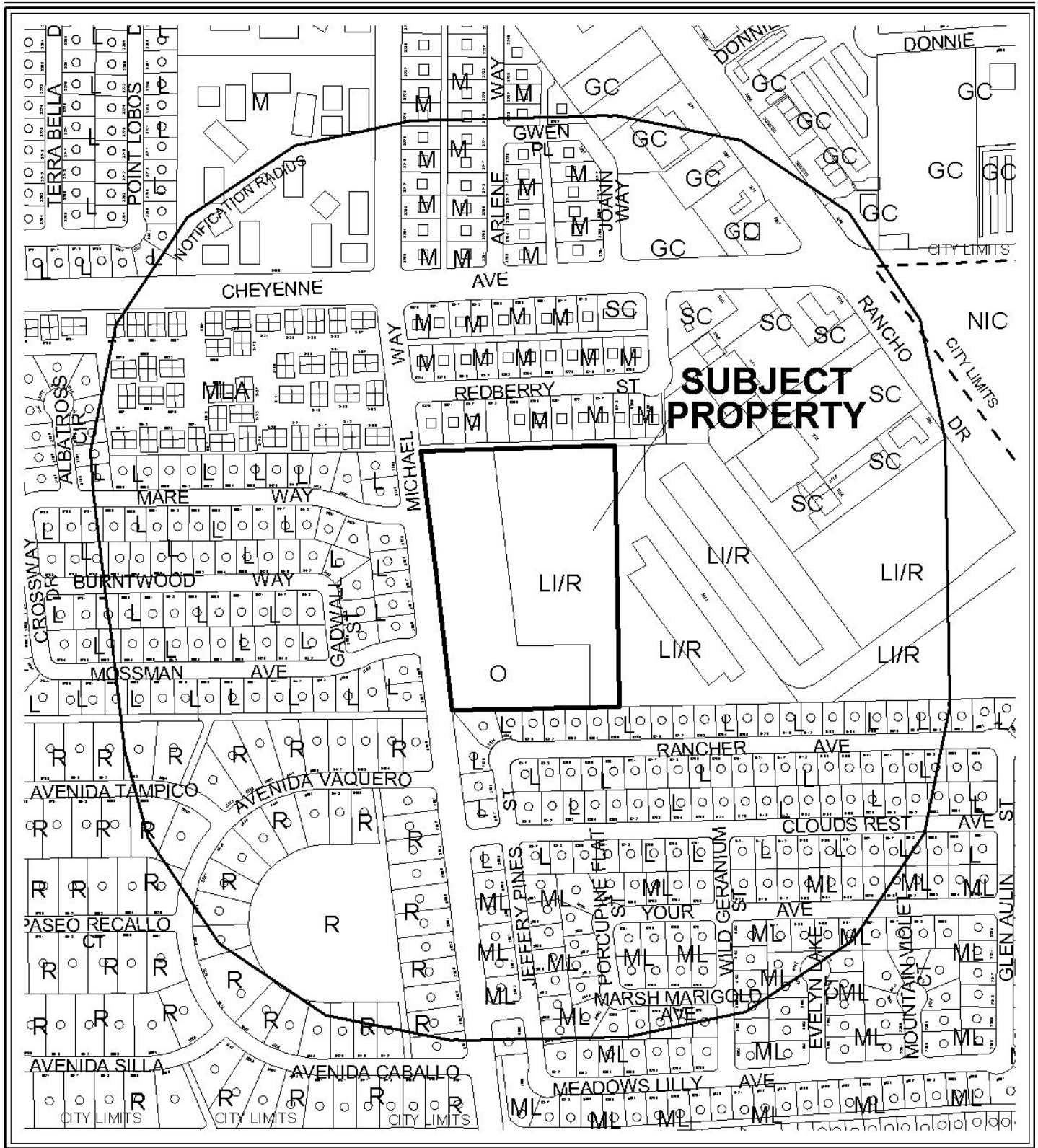
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RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-41777, ZON-41778 and SDR-41779
3. Supporting Documentation
4. Photos - GPA-41777, ZON-41778 and SDR-41779
5. Justification Letter - GPA-41777, ZON-41778 and SDR-41779
6. Protest Postcards – GPA-41777 and ZON-41778



CASE: GPA-41777

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE) AND LI/R (LIGHT INDUSTRY/RESEARCH)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

M (MEDIUM DENSITY RESIDENTIAL)



CASE: GPA-41777

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE) AND LI/R (LIGHT INDUSTRY/RESEARCH)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

M (MEDIUM DENSITY RESIDENTIAL)

0 300 600 Feet





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-41777** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

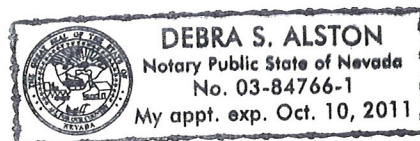
Signature of Property Owner: _____

Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston
Notary Public in and for said County and State



RECEIVED
MAY 12 2011



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA: amend from O & L1/R to M
 Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
 Project Name Crystal Park Apartment Homes Proposed Use apartments
 Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
 General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
 Commercial Square Footage n/a Floor Area Ratio _____
 Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
 Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
 Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
 Address 8090 S DURANGO DR. STE 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

REPRESENTATIVE Rancho Properties, L.L.C. Contact Brian T. Becker/Ernest A. Becker IV
 Address 8090 S Durango Dr., Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

Property Owner Signature* _____

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

Print Name Ernest A. Becker, IV

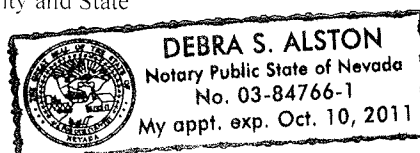
Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State

Revised 10/27/08



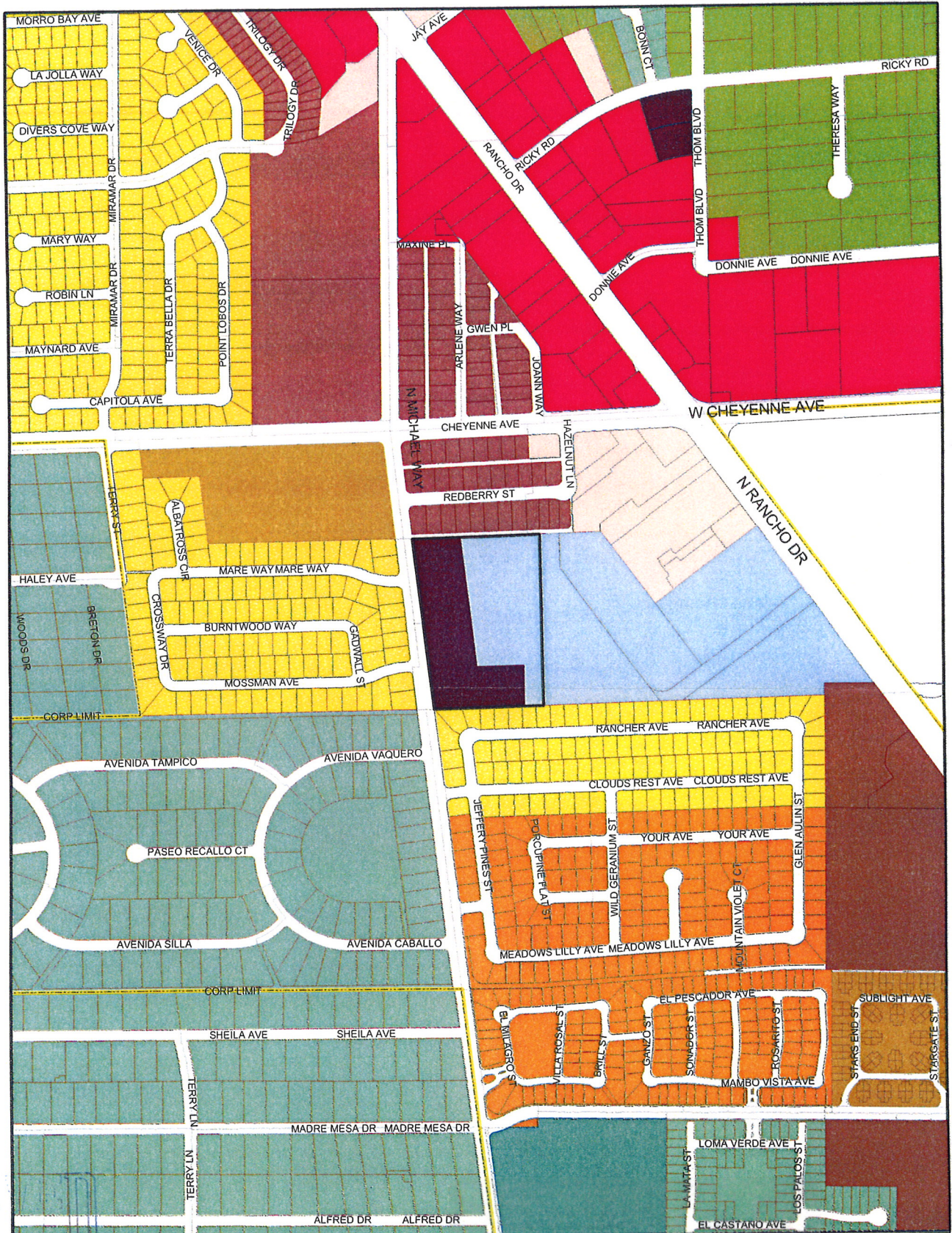
FOR DEPARTMENT USE ONLY

Case #	<u>6PA-41777</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>\$ 2,000.00</u>
Date Received:*	<u>5-12-11</u>
Received By:	<u>J. M. [Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Depot Application Packet Application Form.pdf

GENERAL PLAN AMENDMENT Parcel: 138-13-512-001



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MAY 12 2011

GENERAL PLAN AMENDMENT

Rural Neighborhood Preservation	Medium	Light Industrial / Research	Town Center
Rural Estates	High	Planned Community Development	Resource Conservation
Desert Rural	Office	Downtown Redevelopment Area	Downtown - Commercial
Rural	Service Commercial	Park / Recreation / Open Space	Downtown - Mixed Use
Low	General Commercial	Public Facility	Not in City
Medium - Low	Tourist Commercial	Public Facility - School	Subject Parcel
Medium - Low Attached	Las Vegas Medical District	Public Facility - Clark County	City Limits

GPA-41777 FROM LI/R
AND O TO M



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity, this map is for reference only. Geographic Information Systems Planning & Development Dept. 702-259-0311

Printed: April 25, 2011



[illegible]

TREES		SIZE	QUANTITY (per meter)	QUANTITY (meter for)
	24 DOCK	1		
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[illegible]

FOR CREDIT PURPOSES ONLY

 TROPICAL LANDSCAPES
 LANDSCAPE ARCHITECTS
 1041
 DECORATIVE LANDSCAPE BUILDINGS

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-11-2001 BY 60322 UCBAW

REGULATION

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
100 N. 5TH ST. NEW YORK, N.Y. 10017

(ALL 24-VOLT WIRING SHALL BE #14 UN COATED
EUMAL, SOLID COPPER

2. ALL PIPES AND CONNECT FLANGES UNDER PAYMENT SHALL BE SLEAVED IN SCHEDULE 40 SLEAVED SLIPPIES SHALL BE TWICE THE DIAMETER OF PIPE BEING SLEAVED.

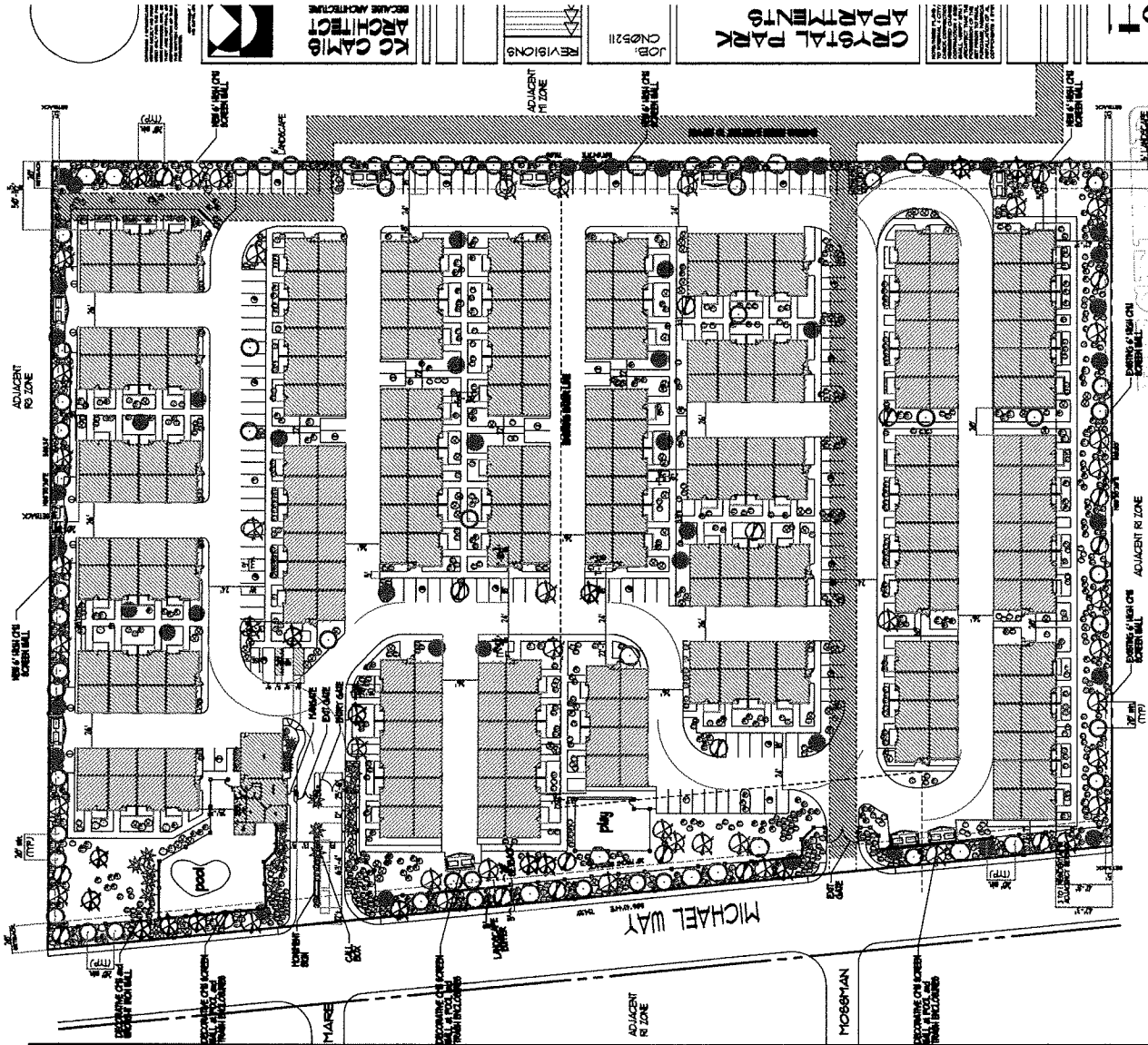
A CONTRACTOR SHALL INSTALL ALL 24-VOLT SYSTEMS WITH PROTECTIVE CONTROLS TO ALL VOLTAGES IN PLUMBING SYSTEMS. A CONTRACTOR SHALL INSTALL ALL 24-VOLT SYSTEMS WITH PROTECTIVE CONTROLS TO ALL VOLTAGES IN PLUMBING SYSTEMS. A CONTRACTOR SHALL INSTALL ALL 24-VOLT SYSTEMS WITH PROTECTIVE CONTROLS TO ALL VOLTAGES IN PLUMBING SYSTEMS.

4. INDIVIDUAL EDITORS ARE NOT BLAMED ON DEMANDS FOR CLARITY. LESS RESPONSIBLE FOR NUMBER OF EDITORS PER JOURNAL AND COORDINATING EDITORIAL MEETINGS TO DETERMINE TOPICS.

3. CONSTRUCTION PIPE FOR DWP (OPTION) SHALL BE 4" CLASS 300 PVC (min)

Side elevation drawing of the building configuration. The drawing shows a building with a gabled roof, a central entrance with a small porch, and two windows. A dashed line indicates the ground level. The text "SIDE ELEVATION" is written vertically along the left side of the drawing.

2) RI ADJACENCY SETBACK

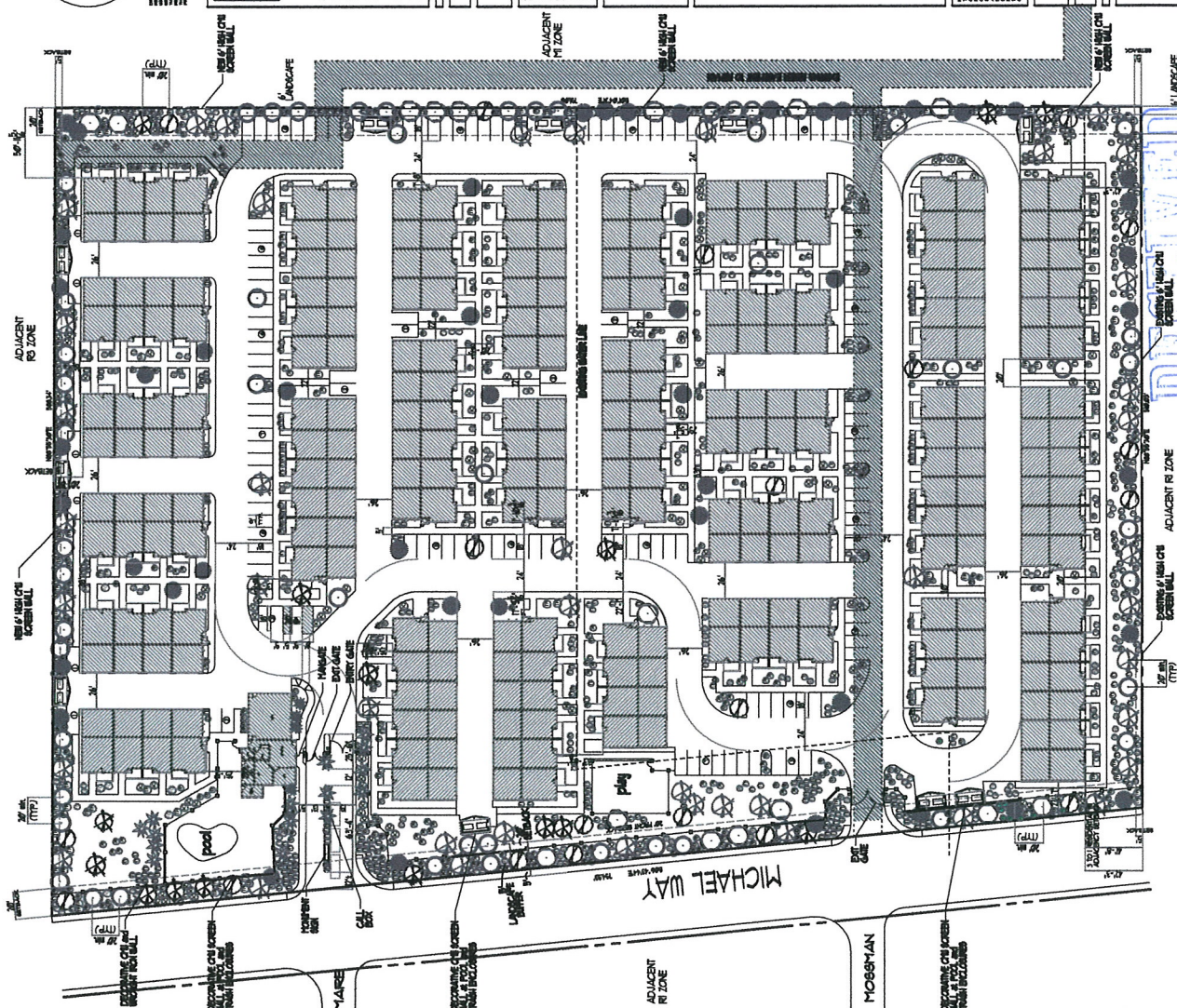


① SITE PLAN (SHOWING LANDSCAPE)

GPA-41777 ZON-41778

SDR-41779

2012



① LANDSCAPE PLAN
SCALE: 1" = 40'-0"
GPA-41777 ZON-41778
SDR-41779
MAY 12 2011

PLANT LEGEND

[illegible]

THESE LANDSCAPE BOLDERS
DECORATIVE LANDSCAPE BOLDERS

IRREGULATION

CHITTING
TUES - 3 HOURS TMO-30 CPM-40 PER TUE
THURS - 3 HOURS TMO-30 CPM-40 PER THURS
FRI - 3 HOURS TMO-30 CPM-40 PER FRI
SAT - 3 HOURS TMO-30 CPM-40 PER SAT
SUNDAY - 3 HOURS TMO-30 CPM-40 PER SUNDAY

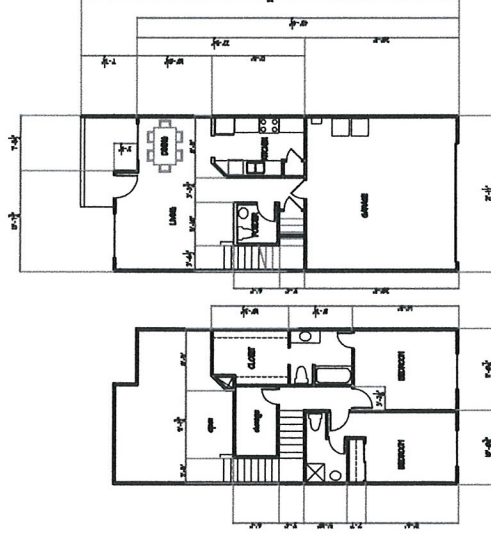


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VINYL CLAD - WHITE

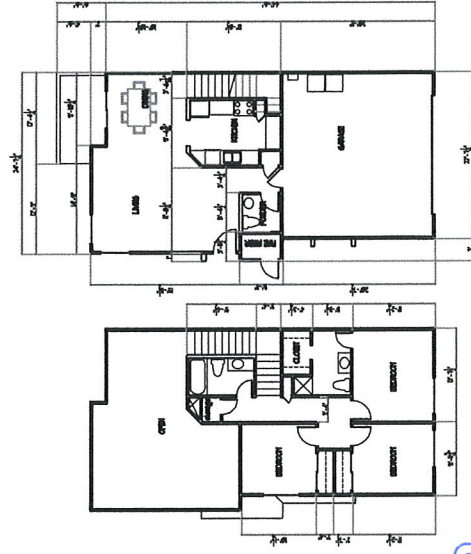
GPA-41777 ZON-41778
SDR-41779

MAY 12 2011

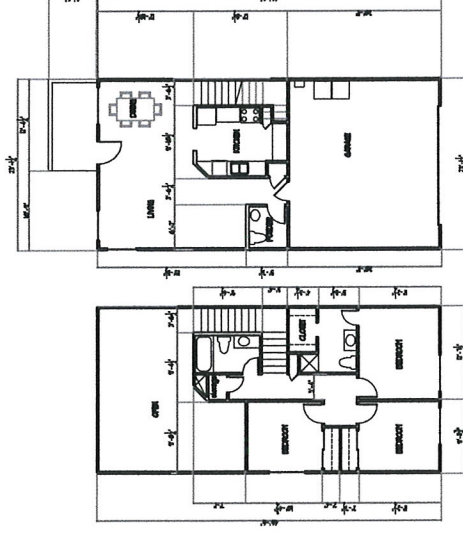
BACK ELEVATION (6 PLEX)
SCALE: 1/8" = 1'-0"



2nd FLOOR



1st FLOOR
FRONT END UNIT
(3 BEDROOM)



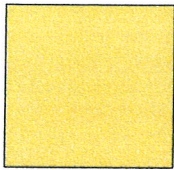
1st FLOOR
BACK END UNIT
(3 BEDROOM)

FLOOR PLAN
SCALE: 1/8" = 1'-0"

GPA-41777 ZON-41778
SDR-41779

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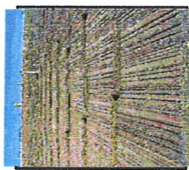
COLOR/MATERIALS BOARD



A STUCCO FIELD
PRAZEE CL27164D 'SAHARA'



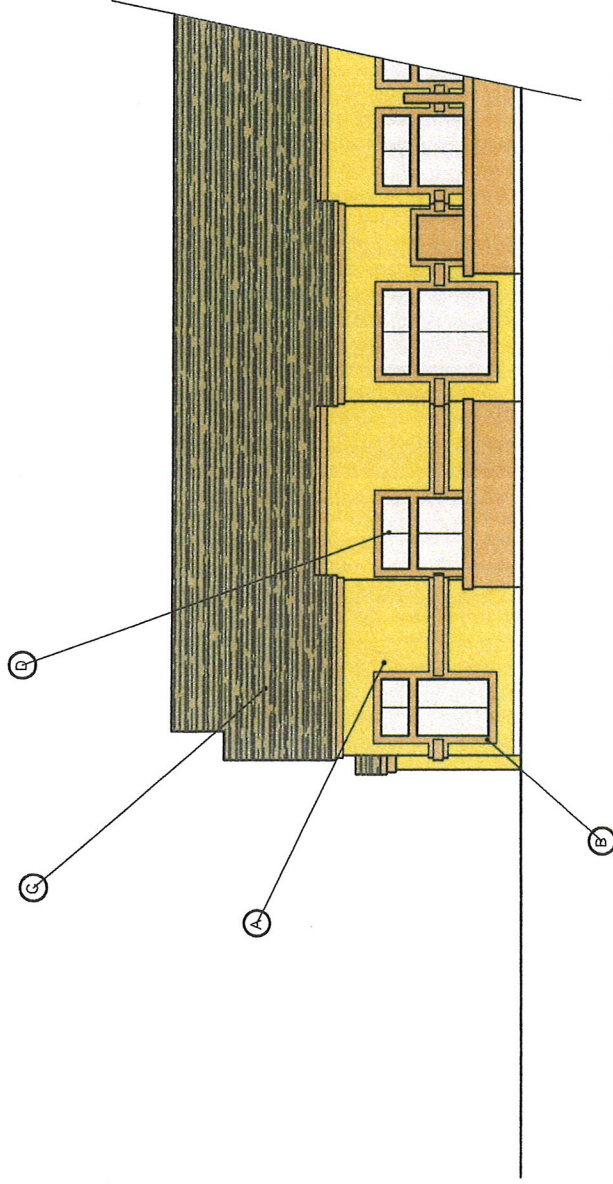
B TRIM
PRAZEE CL2736N 'ALMOST OCURE'



C ROOF
SLATE PROFILE CONCRETE TILE
DESERT TAN



D GLAZING
CLEAR DUO PANE GLAZING



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GPA-41777 ZON-41778
SDR-41779

K&C CAMIE
ARCHITECT
INC. 10000
Boulevard de la
Santé, Suite 100
Montréal, Québec
H3T 1M6
Canada
Tél: (514) 399-1111
Fax: (514) 399-1112
www.kc-camie.com

DATE: _____
JOB: _____

REV. NO. _____
REVISIONS

FOR: B&B GROUP
10000
Boulevard de la
Santé, Suite 100
Montréal, Québec
H3T 1M6
Canada
Tél: (514) 399-1111
Fax: (514) 399-1112
www.kc-camie.com

Entrance to Development with electronic gate



Submitted at Planning Commission

Date 7/12/2011 Item 20-22

Rear of Apartment Homes showing garage entrance



END Elevation of Building and built in 2 car garage



Front of Apartment Homes with walkway, landscaping and front entrance



Swimming pool area with Jacuzzi





**GPA-41777, ZON-41778 & SDR-41779 - APPLICANT/OWNER: RANCHO PROPERTIES, LLC
3000 NORTH MICHAEL WAY**

06/02/11



**GPA-41777, ZON-41778 & SDR-41779 - APPLICANT/OWNER: RANCHO PROPERTIES, LLC
3000 NORTH MICHAEL WAY**

06/02/11



BEKS GROUP LLC

May 6, 2011

City of Las Vegas
Department of Planning
333 N Rancho Drive
Las Vegas NV 89106

Re: Justification Letter
Department of Planning applications
ZON, GPA, and SDR

Subject: Crystal Park Apartment Homes
3000 N Michael Way
APN 138-13-512-001

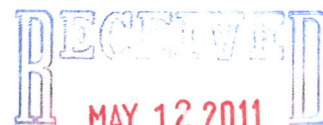
Dear Sir or Madame;

In conjunction with the above referenced applications, please let this letter serve as the required Justification Letter to the applications.

Issue, Information, and Findings. We are proposing to develop two-story apartment homes on the subject 9.92 vacant land parcel noted above consisting of 80 two-bedroom units and 56 three-bedroom units with two-car garages (136 total units).

The land is currently designated as O (office) and L1/R (light industrial/research) and would need to be re-designated for Medium Density Residential and Apartment (R-3). The subject land is mostly surrounded by residential areas (R-3 to the north, R-1 to the south, and R-1 to the west) and we feel apartment homes would be better suited for this parcel and more compatible with the surrounding properties than the business park we would otherwise propose. An apartment home project would generate substantially fewer people present on the property at a given time, which would mean far less traffic and therefore less noise, and other traffic related problems for the surrounding residents than a business park.

Tables noting the number of people present on a given day, the number of open and/or garaged parking spaces, and the amount of traffic (i.e., number of trips) the proposed apartment homes as differentiated from an otherwise proposed business park on the same parcel are stated below:



GPA-41777 ZON-41778

SDR-41779

<i>Residents/Employees/Service Personnel</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Estimated Number of Residents/Employees/Service Personnel on a given day	520	1,360

<i>Parking Spaces</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Number of regular open parking spaces	135	*506
Number of parking spaces enclosed in garages	272	0

* based on current proposed twelve 2-story office buildings with 16 offices per building for a total of 192 offices

<i>*Traffic: number of trips</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Average Day, number of trips	948	2,145
AM Peak Hours, number of trips	71	185
PM Peak Hours, number of trips	93	193

*See Traffic Generation report attached

The ingress and egress at the north end of the apartment homes project and a second egress would be quite a distance away from the existing residential houses on the south side of the project. Our proposed apartment home plan would keep the majority of the parking away from those houses and there would be less traffic and less traffic noise than would occur from the allowed 192 offices.

These apartment home units will be an asset to the neighborhood and will provide large units with 2-car garages. Large units of this nature are lacking in this area. We estimate the rent to be in the approximate range from \$975 to \$1,200 per month. We anticipate this project will introduce a higher living environment much more compatible with the single family homes in the area than a business park.

The leasing/management office for the project would be located at the northwest area of the property far away from the residential homes along the south and west property line adjacent to Michael Way, 80' from a right-of-way and a 20' from a

GPA-41777 ZON-41778
SDR-41779
 MAY 12 2011

dedicated alley. Office hours for the on-site office would be Monday through Friday 8:00 a.m. to 5:00 p.m. plus Saturdays 10:00 a.m. to 2:00 p.m.

Number of employees/residents. The number of residents would be 239.36 persons, based on the U. S Census Bureau 1990 results as provided by the City of Las Vegas Environmental Impact Assessment, 1.76 persons multiplied by 136 units.

Hours of operation. Office hours for the on-site office would be Monday through Friday 8:00 a.m. to 5:00 p.m. plus Saturdays 10:00 a.m. to 2:00 p.m.

Existing similar uses owned or operated. In addition to other residential and commercial properties in the Las Vegas area, we currently own and operate a similar apartment project with attached garages named the Hidden Canyon Village Apartments at 3940 Scott Robinson Boulevard in North Las Vegas Nevada.

Specific state licenses. No specific state licenses are required to operate an apartment home project.

Green Building Program. This project will not participate in the Las Vegas Green Building Program.

LEED construction. This project will not be constructed to LEED or other equivalent standards.

Alternative energy sources or water savings measures. Although this project will not utilize any alternative energy sources, we do plan the following energy saving/water saving measures:

Energy-saving light bulbs will be used, and we will look into and consider other feasible energy saving measures as we become aware of them.

Desert landscaping is planned in order to save water plus water saving fixtures and faucets.

Connectivity to adjacent parcels. This project will not be connected to any other parcel.

Walkable community. This project qualifies as a walkable community in that it is within ½ mile of more than one commercial property containing restaurants, grocery stores, and other amenities.

Sustainable construction. The other means of sustainable construction for this project include the positioning of the buildings, light color paint, and the use of energy-saving lights.

Urban Forestry Initiative. Currently there are no trees on the vacant land however some trees will be planted to provide shade.

Bicycle parking. We plan to provide some bicycle parking at the project.

Electric vehicle recharging stations. No charging stations are planned at this time

GPA-41777 ZON-41778
SDR-41779

MAY 12 2011

May 6, 2011
Page 4

We appreciate your consideration in this matter. Please feel free to contact me at (702) 395-9244 extension 413 if you have any questions or concerns regarding this matter.

Yours truly,
Rancho Properties, L.L.C.

Ernest A. Becker, Jr.
Manager

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MAY 12 2011

GPA-41777 ZON-41778
SDR-41779

City of Las Vegas
Department of Planning
Development Services Center
North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

Case: GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

24 DRDFN11 89108

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

They have already approved a church at Michael Way and ~~Smoke Ranch~~ that will increase traffic along Michael Way. Another set of apartments would increase the traffic even more. This is supposed to be a

Case: GPA-41777
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4171

residential area - the street has already become a short cut for many drivers & drivers do not adhere to the 25mph speed zone.

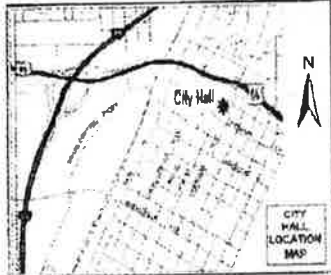
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ROGER MORLEY

PAGE 01/01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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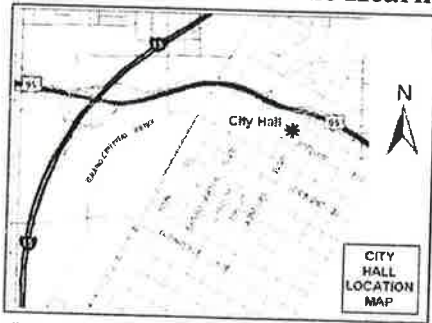
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Case: GPA-41777
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MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

24 DRDFN11 89108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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this Request



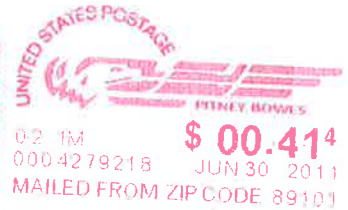
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GPA-41777 & ZON-41778

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Case: GPA-41777

SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

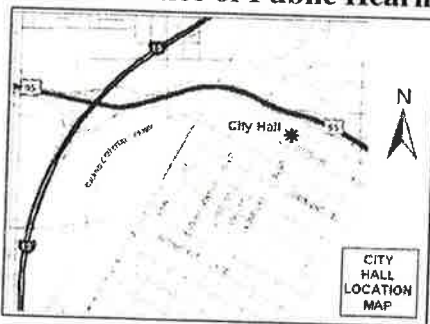
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



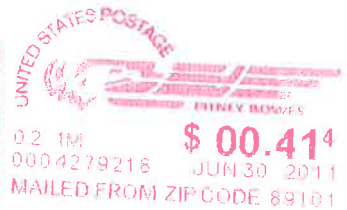
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GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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Case: GPA-41777

BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

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I WOULD NOT OPPOSE THIS PROJECT IF THERE WERE LESS APARTMENT / CONDO COMPLEXES ALREADY AT THE INTERSECTION OF MICHAEL + CATHYNE.

77 AMKJ

(702) 229-


I OPPOSE
this Request

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

13813113011 Cas
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

Case: GPA-41777



20-21
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24 DECEMBER 1969



I OPPOSE
this Request

STONGLY

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

13813201001 Cas
K O'S TRUST
5512 AVENIDA CABALLO
LAS VEGAS NV 89108-4103

Case: GPA-41777

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I OPPOSE
this Request

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

13813211002 Case GPA 41777
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

Case GPA 41777

20-21
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24 DECEMBER 1999



I OPPOSE
this Request

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

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Department of Planning
Development Services Center
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this Request



I OPPOSE
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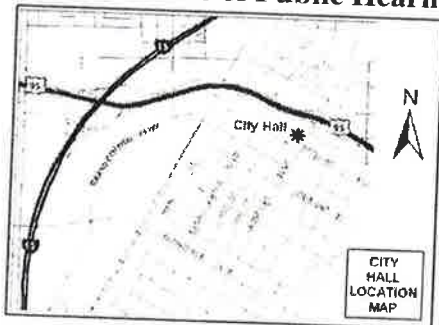
GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

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GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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PINNEY BOWEN

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Case: GPA-41777
13813212004
RAMAGE KENNETH R & PAMELA M.
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

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JUN 30 2011
PINNEY BOWEN



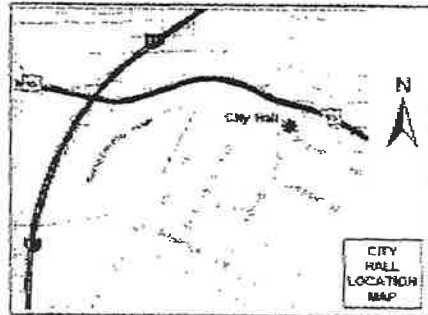
Case GPA-41777
13813111035
BUZZARD ERIC E
5601 BURNTWOOD WY
LAS VEGAS NV 89108-4134

20-21
P



City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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☐

I SUPPORT
 this Request

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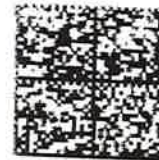
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Please use available blank space on card for your comments.

GPA41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



UNITED STATES POSTAGE
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 MAILED FROM ZIP CODE 89106

13813211038 Case: GPA-41777
 MCCLENACHAN SUZANNE REV TR
 5521 AVENIDA VAQUERO
 LAS VEGAS NV 89108-4106

24 DPDFN11 89106



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JUL 11 2011

20-21
 20-21

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.
GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



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JUN 30 2011
MAILED FROM ZIP CODE 89101

13813610010
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

Case: GPA-41777

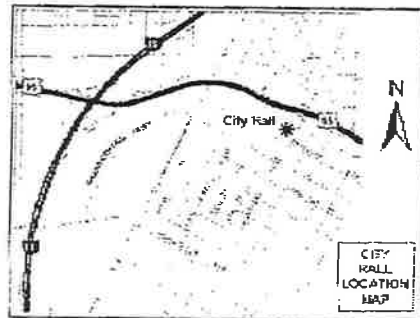
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JUL 12 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



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I SUPPORT
this Request



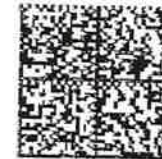
I OPPOSE
this Request

Please use a available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



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0004279213 JUN 30 2011
MAILED FROM ZIP CODE 89101



13813610042
SCHMIDT BRIAN M & JENNIFER L
5209 CLOUDS REST AVE
LAS VEGAS NV 89108-4035

Case: GPA-41777

24 DROFN1 65105



20-21

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - ZON-41778 - REZONING RELATED TO GPA-41777 - PUBLIC HEARING -
APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a
Rezoning FROM: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL) TO: R-3
(MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-
13-512-001), Ward 5 (Barlow). Staff recommends DENIAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

13

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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City Council Meeting

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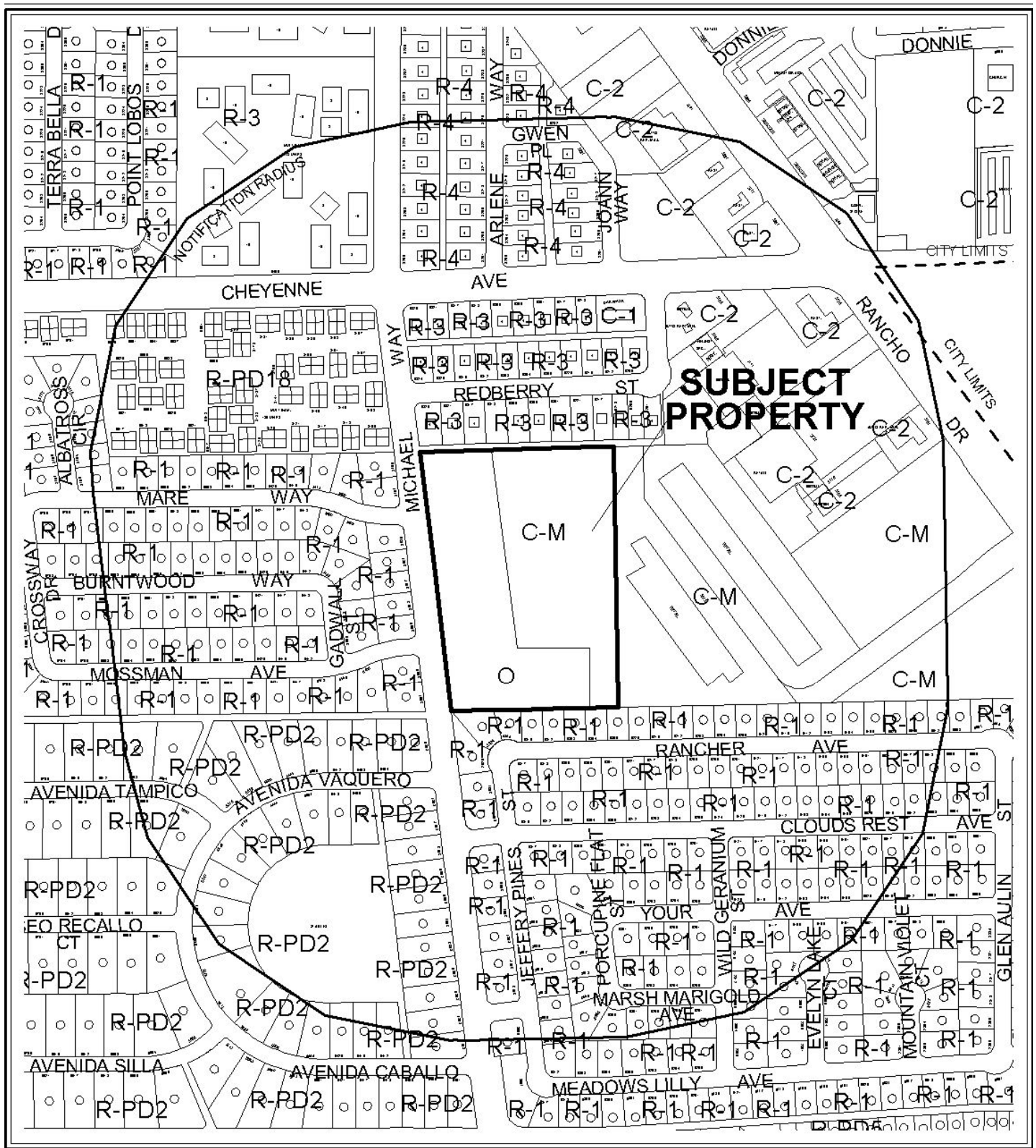
RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps - ZON-41778 and SDR-41779
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



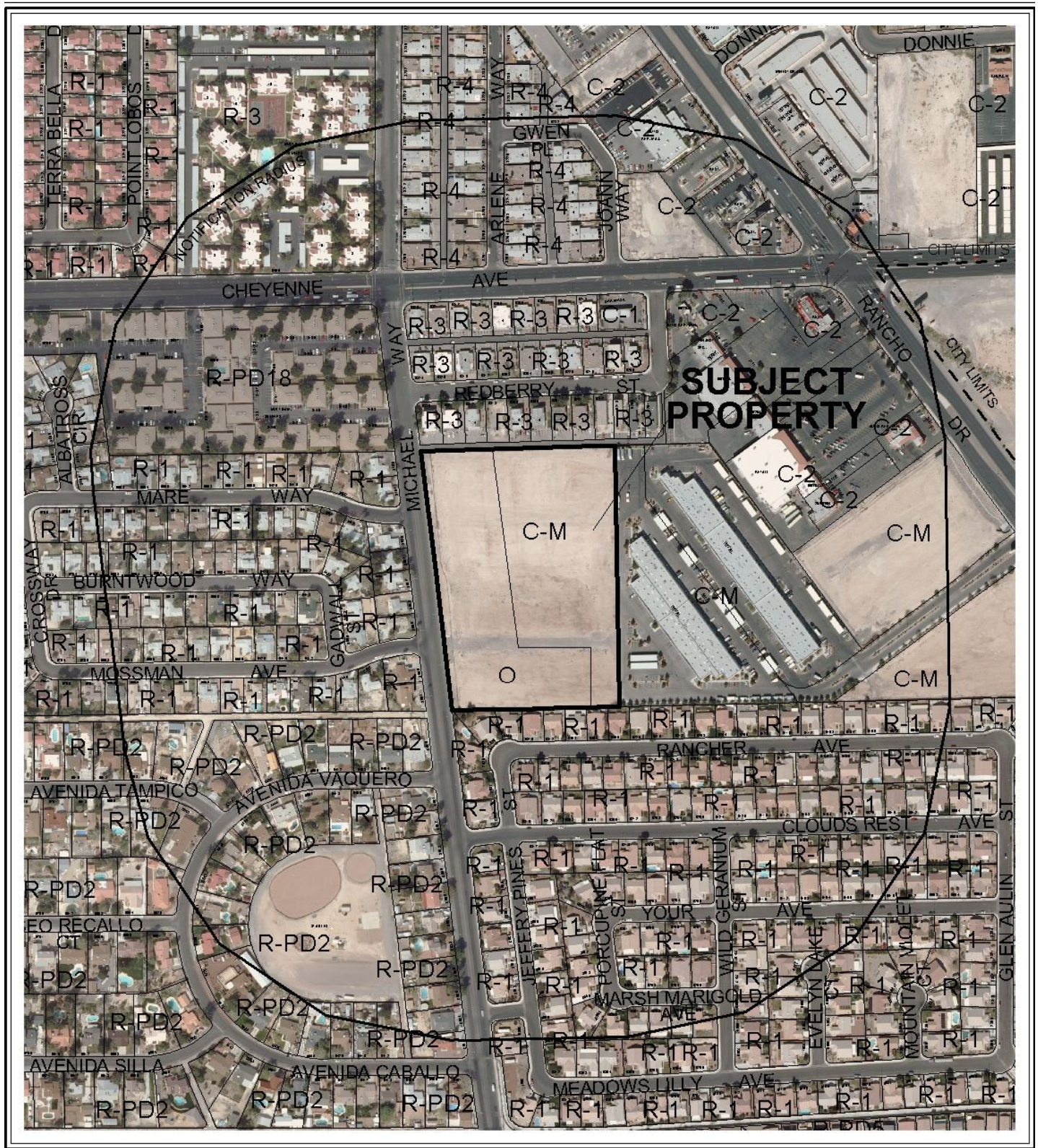
CASE: ZON-41778 AND SDR-41779

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)





CASE: ZON-41778 AND SDR-41779

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-41778** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

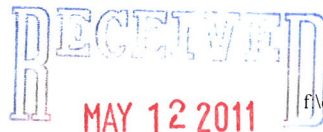
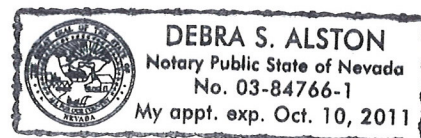
Signature of Property Owner: _____

Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: ZON: zone change from O & L1/R to R-3
Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
Project Name Crystal Park Apartment Homes Proposed Use apartments
Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
Commercial Square Footage n/a Floor Area Ratio _____
Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S DURANGO DR. STE 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

REPRESENTATIVE Rancho Properties, L.L.C. Contact Brian T. Becker/Ernest A. Becker IV
Address 8090 S Durango Dr., Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

Property Owner Signature* _____

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

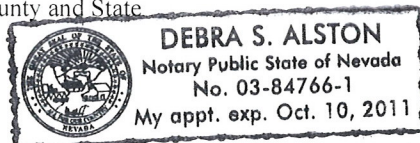
Print Name Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011.

Debra S. Alston

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>ZON-41778</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>\$1200.00</u>
Date Received:*	<u>5-12-11</u>
Received By:	<u>JF muel</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

MAY 12 2011

REZONING Parcel: 138-13-512-001



RECEIVED
MAY 12 2011

ZON-41778

ZONING		U	R-MH	R-MHP	PD
	R-A	R-E	R-CL	P-R	T-D
	R-D	R-3	R-2	N-S	TC
C-V	R-PD	R-4	O	C-D	C-2
C-PB	R-1	R-5	C-1	C-M	M
P-C					

**FROM C-M
AND O TO R-3**



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301

Printed: April 25, 2011

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow). Staff recommends DENIAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

13

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41779** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

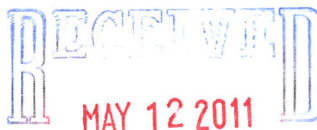
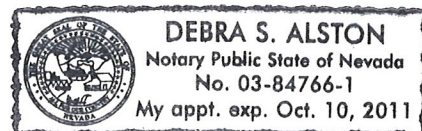
Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR - Site development plan review
 Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
 Project Name Crystal Park Apartment Homes Proposed Use apartments
 Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
 General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
 Commercial Square Footage n/a Floor Area Ratio _____
 Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
 Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
 Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
 Address 8090 S DURANGO DR. STE 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

REPRESENTATIVE Rancho Properties, L.L.C. Contact Brian T. Becker/Ernest A. Becker IV
 Address 8090 S Durango Dr., Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
 City Las Vegas State NV Zip 89113
 E-mail Address eabj@beksgroup.com

Property Owner Signature* _____

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

Print Name Ernest A. Becker, IV

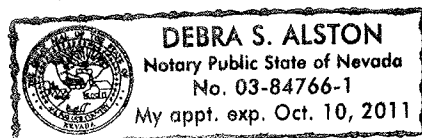
Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>SDR-41779</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>\$1030.00</u>
Date Received:*	<u>5-12-11</u>
Received By:	<u>JF Marshall</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

F:\depot\Application Packet\Application Form.pdf

3000 N. Michael Way

Proposed 136 unit apartment complex.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	APARTMENT [DWELL]	136	6.72	914
AM Peak Hour			0.51	69
PM Peak Hour			0.62	84

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Michael Way

Average Daily Traffic (ADT)	2,838
PM Peak Hour	227

(heaviest 60 minutes)

Cheyenne Avenue

Average Daily Traffic (ADT)	38,700
PM Peak Hour	3,096

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

Existing Street Capacity	
Michael Way	16,300
Cheyenne Avenue	51,800

This project will add approximately 914 trips per day on Michael Way and Cheyenne Ave. Michael is currently at about 17 percent of capacity and Cheyenne is at about 75 percent of capacity. After this project is added, Michael is expected to be at about 23 percent of capacity and Cheyenne to be at about 76 percent of capacity.

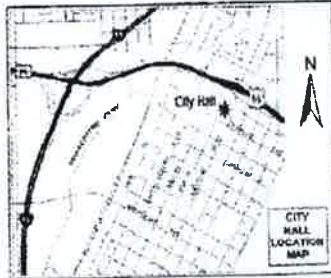
Based on Peak Hour use, this development will add roughly 84 additional cars into the area, which works out to about three every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Department of Planning
Development Services Center

333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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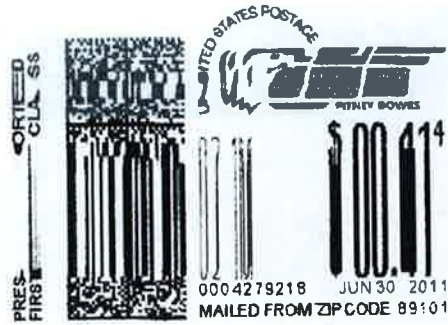
☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011



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JUL 07 2011

Case: SDR-41779
13813610037
MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

24 DPDFN11 89106



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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☐ I SUPPORT
this Request

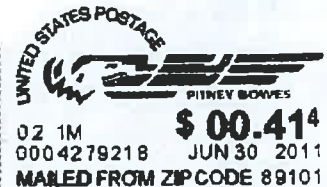
☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

R-41779

Planning Commission Meeting of 7/12/2011

**PRESORTED
FIRST CLASS**



also, in regard to the apt. complex request: There is already an excess of apts. in this vicinity of questionable value apts. on Cheyenne that endanger the value of the housing tracts.

Case: SDR-41779
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4177

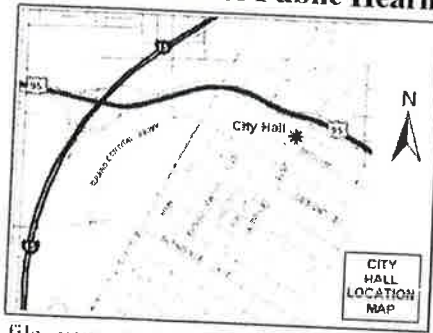
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Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

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SDR-41779

Planning Commission Meeting of 7/12/2011

MAILED FROM ZIP CODE 89103

RECEIVED

JUL 11 2011

Case: SDR-41779
13813212004
RAMAGE KENNETH R & PAMELA M
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

22P

24 DRDFN11 89108



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

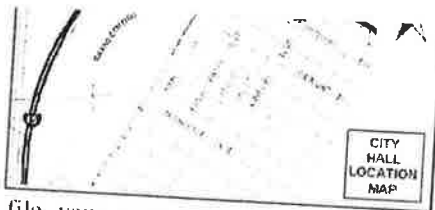
SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779
13813610030
DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

22P

24 DRDFN11 89108



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779
13813610036
SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

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JUL 11 2011

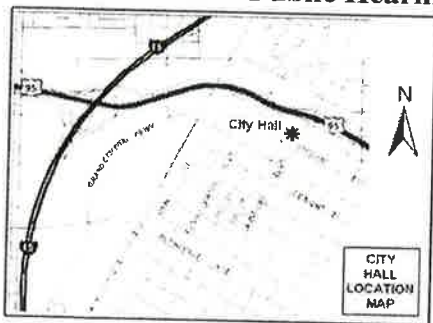
22P

54 DRDFN11 89178



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

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Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

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SDR-41779

Planning Commission Meeting of 7/12/2011

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I SUPPORT
this Request



I OPPOSE
this Request

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SDR-41779

Planning Commission Meeting of 7/12/2011

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02 1M
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101
\$ 00.414
JUN 30 2011
0004279218
MAILED FROM ZIP CODE 89101

TOO MANY APARTMENT
COMPLEXES NEARBY
ALREADY. MY NEIGHBORHOOD
HAS A HIGH CRIME RATE
WITHOUT THIS "NEW"
COMPLEX ALREADY.

13813113011
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

Case SDR-41779



22P

13813111035
BUZZARD ERIC E
5601 BURNTWOOD WY
LAS VEGAS NV 89108-4134

Case SDR-41779

22P

JUL 16 2011

13813211002
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

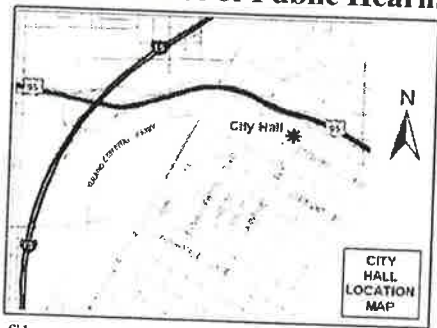
Case SDR-41779

22P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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I SUPPORT
this Request

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011



Case: SDR-41779

BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

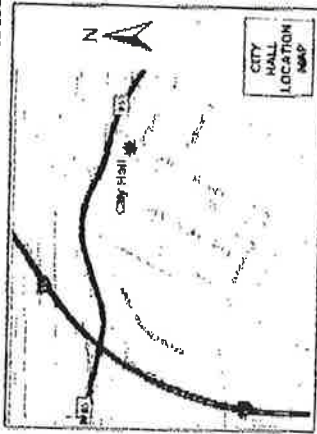
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24 DRDP41.1 88108



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-41779

Planning Commission Meeting of 7/12/2011

RECEIVED

JUL 11 2011

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PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
0042792-6 JUN 30 2011
\$00.414
MAILED FROM ZIP CODE 89106

13813211038 Case: SDR-41779
MCCLLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106



07/12/2011 08:41 7026496027
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

CITY OF NLV ADMIN SV

PAGE 01/01

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.
SDR-41779

Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



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JUN 30 2011
PITNEY BOWES

13813610010
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

Case: SDR-41779

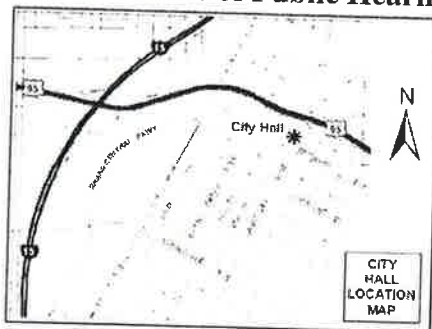
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JUL 12 2011

22P

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



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I SUPPORT
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I OPPOSE
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Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



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 MAILED FROM ZIP CODE 89101



13813614039
 ROBINSON FAMILY TRUST
 %O & P ROBINSON
 5201 YOUR AVE
 LAS VEGAS NV 89108-4085

Case: SDR-41779

24 DEDFN11 69106



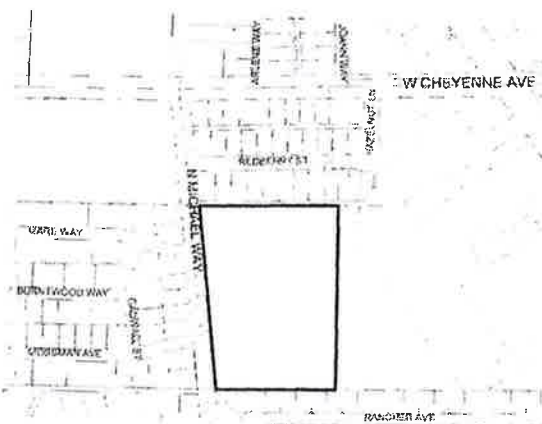
Application Information

SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow).

WE DO NOT NEED MORE APARTMENTS AROUND US. TOO MANY NOW. TWO QUESTIONS, WHY BUILD MORE APARTMENTS WHEN WE HAVE EMPTY ONES ALL OVER TOWN? WHOSE DUMB, THOUGHTLESS IDEA WAS THIS? SHAME ON THEM! IF THIS HAPPENS, I PRAY IT DOES NOT, CRIME WILL INCREASE WHICH IS BAD NOW.

PLEASE DO NOT APPROVE THIS PLAN. THANK YOU
 P. Robinson

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
 Date: July 12, 2011
 Time: 6:00 P.M.
 Location: City Council Chambers
 400 Stewart Avenue
 Las Vegas, Nevada

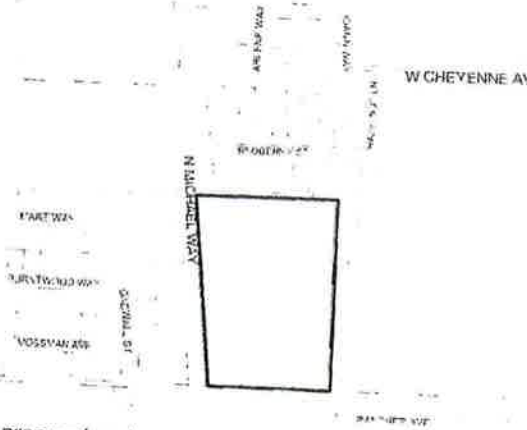
228

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Information

Application Location

SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow).



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

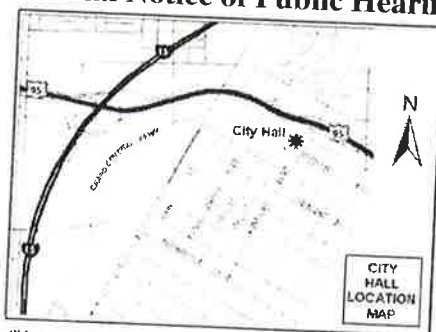
Meeting: Planning Commission
Date: July 12, 2011
Time: 6:00 P.M.
Location: City Council Chambers
 400 Stewart Avenue
 Las Vegas, Nevada

THIS AREA USED TO BE A NICE MIDDLE CLASS PLACE TO LIVE. THE ONLY NEW BUILDING HAS BEEN LOW INCOME AFFECTING THE SCHOOL & CRIME RATE. (A)NT WE SOMEHOW ELEVATE INSTEAD OF LOWER

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



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 MAILED FROM ZIP CODE 89101

RECEIVED

JUL 12 2011

13813201001
 K O'S TRUST
 5512 AVENIDA CABALLO
 LAS VEGAS NV 89108-4103

Case: SDR-41779

22
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24 DECEMBER 2010



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - GPA-41934 - GENERAL PLAN AMENDMENT - PUBLIC HEARING -
APPLICANT/OWNER: ROYAL VIEW, LLC - For possible action on a request for General
Plan Amendment FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC
(SERVICE COMMERCIAL) on 1.54 acres at the northeast corner of Sky Pointe Drive and
Horse Drive (APN 125-08-210-002), Ward 6 (Ross). Staff recommends DENIAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

8

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

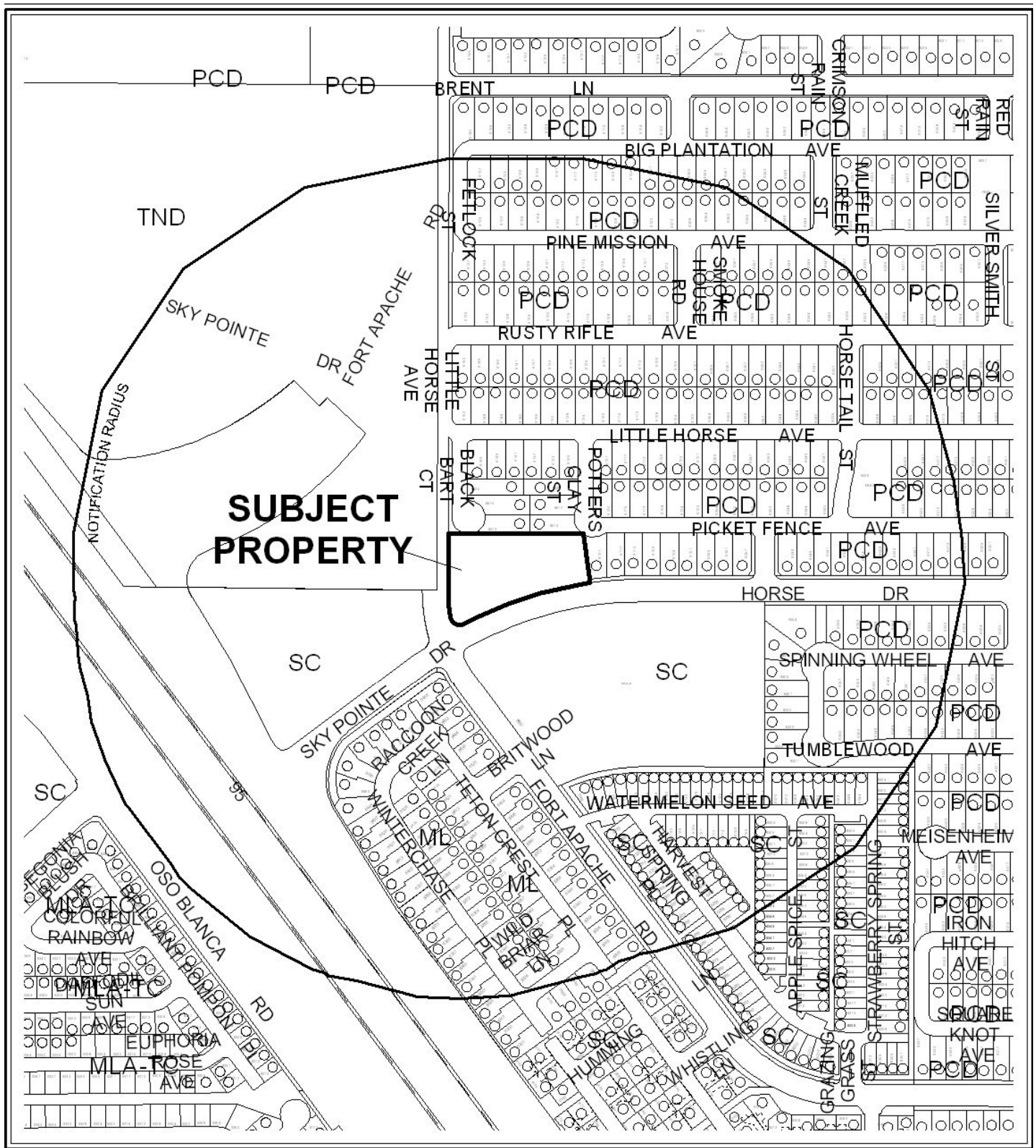
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RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report - GPA-41934 and ZON-41933
3. Supporting Documentation
4. Photos - GPA-41934 and ZON-41933
5. Justification Letter - GPA-41934 and ZON-41933
6. Protest Postcards – GPA-41934 and ZON-41933



CASE: GPA-41934

RADIUS: 1000 FEET

GENERAL LAND USE OF SUBJECT PROPERTY:

PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

S-C (SERVICE COMMERCIAL)

0 300 600 Feet





CASE: GPA-41934

RADIUS: 1000 FEET

GENERAL LAND USE OF SUBJECT PROPERTY:
PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:
S-C (SERVICE COMMERCIAL)

0 300 600 Feet





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-41934** APN: 125-08-210-002

Name of Property Owner: Royal View, LLC.

Name of Applicant: Royal View, LLC.

Name of Representative: Michael Bash (President)

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

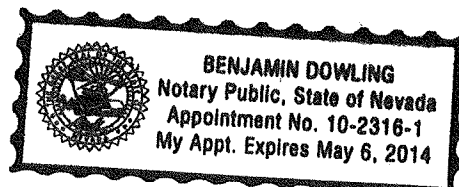
Signature of Property Owner: Michael Bash

Print Name: MICHAEL BASH

Subscribed and sworn before me

This 23 day of May, 2011

[Signature]
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment
 Project Address (Location) Ft. Apache & Horse
 Project Name Commercial @ Ft. Apache + Horse Proposed Use Commercial
 Assessor's Parcel #(s) 125-08-210-002 Ward # 6
 General Plan: existing PCD proposed SC Zoning: existing R-E proposed C-1
 Commercial Square Footage N/A Floor Area Ratio N/A
 Gross Acres 1.54 +/- Lots/Units 1 Density _____
 Additional Information _____

PROPERTY OWNER Royal View LLC Contact Michael Bash
 Address 9075 W. Diablo Dr, 3rd Floor, #119 Phone: 876-6010 Fax: 876-6023
 City Las Vegas State NV Zip 89148
 E-mail Address michael.bash1@gmail.com

APPLICANT Royal View LLC Contact Michael Bash
 Address 9075 W. Diablo Dr, 3rd Floor, #119 Phone: 876-6010 Fax: 876-6023
 City Las Vegas State NV Zip 89148
 E-mail Address michael.bash1@gmail.com

REPRESENTATIVE G.C. Garcia, Inc. Contact George Garcia
 Address 1711 Whitney Mesa Dr., Suite 110 Phone: (702) 435-9909 Fax: (702) 435-0457
 City Henderson State NV Zip 89014
 E-mail Address acole@gcgarciainc.com

Property Owner Signature* Michael Bash

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

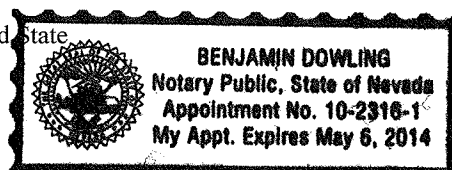
Print Name Michael Bash

Subscribed and sworn before me

This 23 day of May, 20 11.

[Signature]

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>6 PA - 41934</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>1500.00</u>
Date Received:*	<u>5-26-11</u>
Received By:	<u>[Signature]</u>

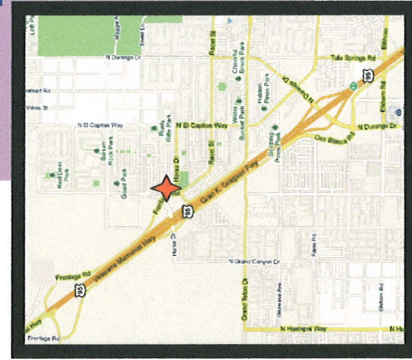
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Fort Apache & Horse Existing & Proposed Land Use Exhibit



**James H Bilbray
Elementary
&
William & Mary
Scherkenbach
Elementary
Located within
these parcels**



= Project Site
 = 1'000 Feet

CENTENNIAL HILLS Interlocal Land Use Plan City Land Use Categories

- Rural Neighborhood Preservation - up to 2 du/ac
- Desert Rural - up to 2.49 du/ac
- Rural - up to 3.59 du/ac
- Low - up to 5.49 du/ac
- Medium - Low - up to 8.49 du/ac
- Medium - Low Attached - up to 12.49 du/ac
- Medium - up to 25.49 du/ac
- High - 25+ du/ac
- Office
- Service Commercial
- General Commercial
- Park / Recreation / Open Space
- Public Facility
- Resource Conservation
- Light Industrial / Research
- Planned Community Development
- Traditional Neighborhood Development
- Town Center
- E Elementary School
- Corporate Limits
- BLM Disposal Boundary
- Red Rock Canyon National Conservation Area

- Rural Neighborhood Preservation - up to 2 du/ac
- Rural Estates - up to 2.5 du/ac
- Rural Density Residential - up to 3.5 du/ac
- Public Facilities
- Public Lands Management Area
- Planned Community Development

County Land Use Categories

- Rural Neighborhood Preservation - up to 2 du/ac
- Rural Estates - up to 2.5 du/ac
- Rural Density Residential - up to 3.5 du/ac
- Public Facilities
- Public Lands Management Area
- Planned Community Development

SOURCE: City of Las Vegas - Planning and Development Department
Adopted February 19, 2003 GPA-1392



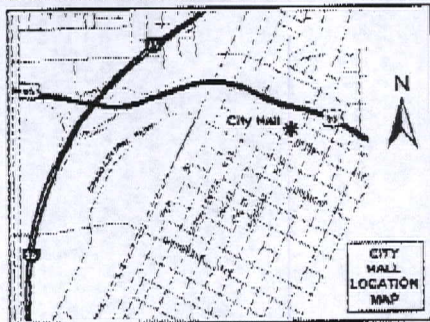
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MAY 26 2011

GPA-41934

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



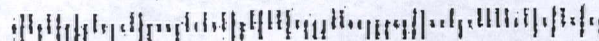
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Case: GPA-41934

ROCHE JOAN RAE
 1750 N COMMUNITY DR #102
 ANAHEIM CA 92806-1043

104 DRDFN11 92806



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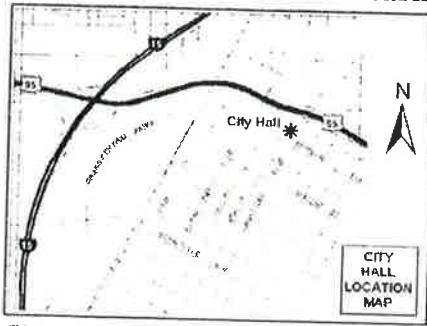
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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I SUPPORT
this Request



I OPPOSE
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Please use available blank space on card for your comments.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

10 DPDFN11 89143



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

73 DPDFN11 89136



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

10 DPDFN11 89143

PRESORTED
FIRST CLASS



UNITED STATES POSTAL SERVICE
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JUL 12 2011

The AREA should be residential
Only - the area already
looks worse due to
the horrible lights on
the overpass.

12508230008
BASSETT JENNIFER
9137 RUSTY RIFLE AVE
LAS VEGAS NV 89143-1167

Case: GPA-41934

Also the Loues Plaza
near by is not even full
why build more?
27-28 P

12507714019
PODOLSKY DOUGLAS
P O BOX 750811
LAS VEGAS NV 89136-0811

Case: GPA-41934

27-29 P



JUL 12 2011

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

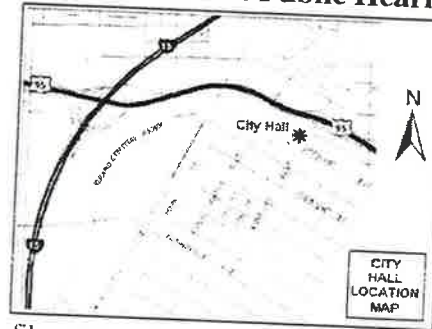
12508327025
TIEMAN JOSEPH M & MELODY T
8325 WINTERCHASE PL
LAS VEGAS NV 89143-6414

Case: GPA-41934

27-28 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request !

Please use available blank space on card for your comments.
GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

10 DPDFN11 89143



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

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GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

124 DPDFN11 48106



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☐ I SUPPORT

☒ I OPPOSE

PRESORTED
FIRST CLASS



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12508223005 Case: GPA-41934
ARNESON TROY & JULIE
9120 RUSTY RIFLE AVE
LAS VEGAS NV 89143-1166

27-28
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12508327043 Case: GPA-41934
WOTTON DAVID R & CHARLOTTE M
5590 PEBBLE RIDGE CT
ANN ARBOR MI 48108-9770

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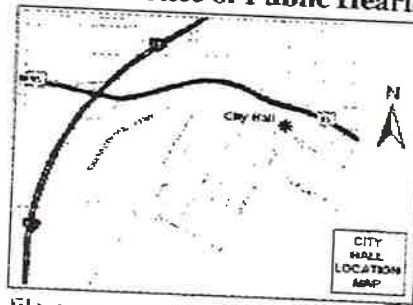
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12508226019 Case: GPA-41934
BREEN FAMILY TRUST
5425 IRELAND ST
LAS VEGAS NV 89149-2020

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing**



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.
GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011



12508231002
SAHAKIAN FARRAH
8516 BLACK BART
LAS VEGAS NV 89143-5455

Case: GPA-41934

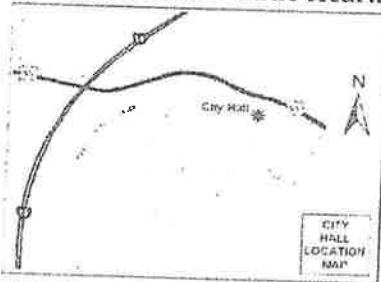
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27-28

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011



12508230021
LEMONDS CAROL
9120 LITTLE HORSE AVE
LAS VEGAS NV 89143-5425

Case GPA-41934

27-28
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AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - GPA-41958 - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request to Amend the Master Plan of Streets and Highways TO REALIGN SHEEP MOUNTAIN PARKWAY BETWEEN GRAND TETON DRIVE AND FORT APACHE ROAD AND DELETE MASTER PLANNED ROADWAYS WITHIN THE KYLE CANYON MASTER PLAN AREA, Ward 6 (Ross). Staff recommends APPROVAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

3

City Council Meeting

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APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

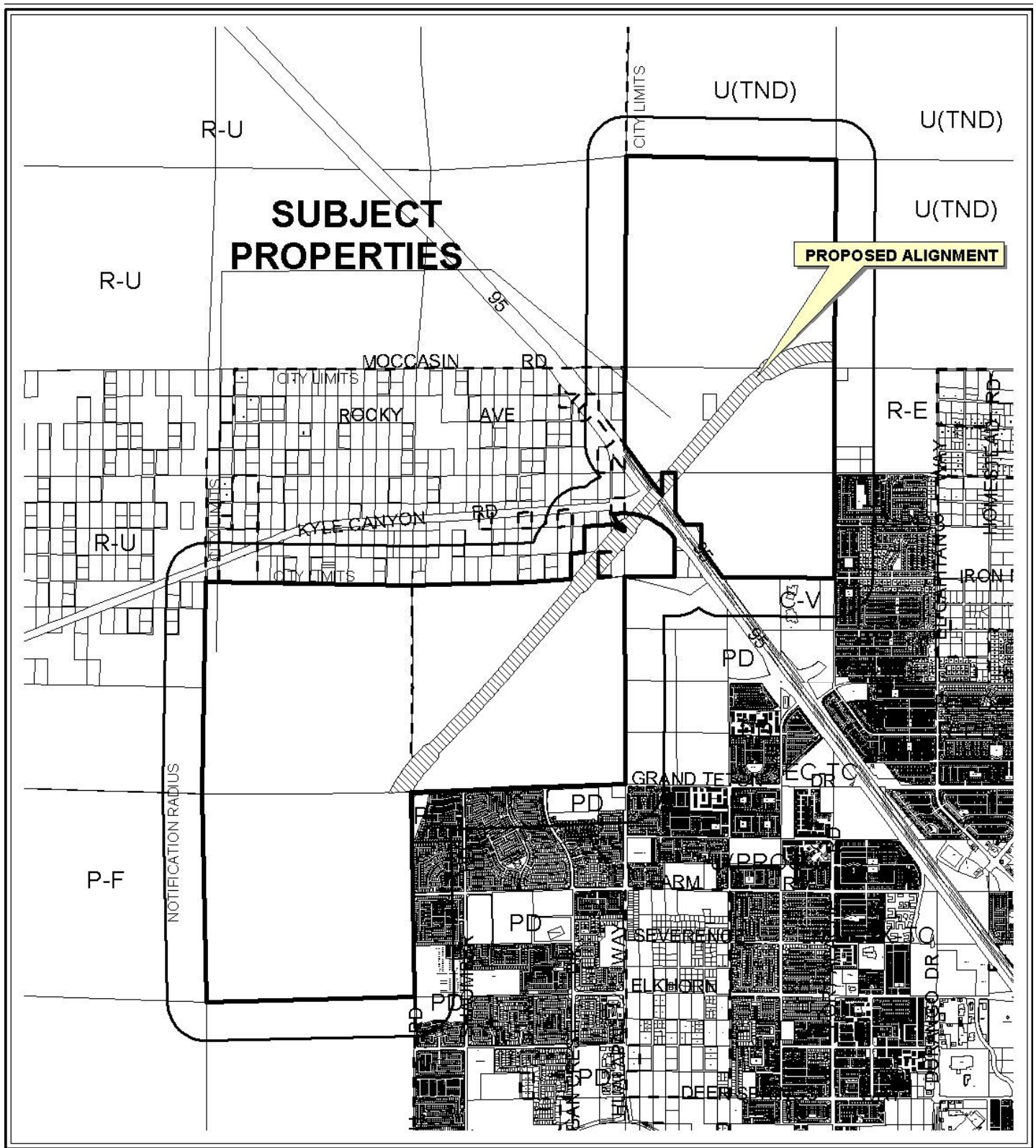
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RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Support Letter



CASE: GPA-41958

RADIUS: 1000 FT







DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-42250** APN: Various (BLM Grant # N-77772)

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas, Jorge Cervantes

Name of Representative: City of Las Vegas, Randy Fultz

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

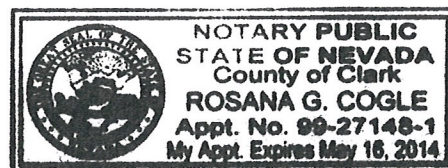
Signature of Property Owner: *Jorge Cervantes*

Print Name: Jorge Cervantes

Subscribed and sworn before me

This 22nd day of June, 2011

Rosana G. Cogle
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Vacation of portions of Sheep Mountain Parkway ROW grant
Project Address (Location) Northwest Las Vegas (North of Grand Teton & West of Fort Apache)
Project Name _____ Proposed Use same
Assessor's Parcel #(s) Various (BLM Grant # N-77772) Ward # 6
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER City of Las Vegas Contact Jorge Cervantes
Address 333 N. Rancho Dr. Phone: 229-2176 Fax: _____
City Las Vegas State NV Zip 89106
E-mail Address jcervantes@lasvegasnevada.gov

APPLICANT Jorge Cervantes Contact Randy Fultz
Address 333 N. Rancho Dr. Phone: 229-2176 Fax: _____
City Las Vegas State NV Zip 89106
E-mail Address jcervantes@lasvegasnevada.gov

REPRESENTATIVE Randy Fultz Contact Randy Fultz
Address 333 N. Rancho Dr Phone: 229-2176 Fax: _____
City Las Vegas State NV Zip 89106
E-mail Address rfultz@lasvegasnevada.gov

Property Owner Signature* Jorge Cervantes

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

Print Name JORGE CERVANTES

Subscribed and sworn before me

This 22nd day of June, 20 11.

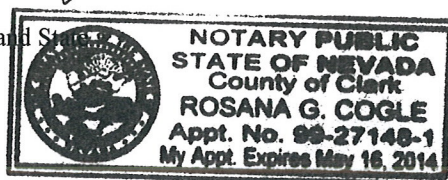
Rosana G. Cogle

Notary Public in and for said County and State

RECEIVED

JUN 22 2011

City of Las Vegas



FOR DEPARTMENT USE ONLY

Case #	<u>VAC-42250</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	
Date Received:*	<u>6/23/11</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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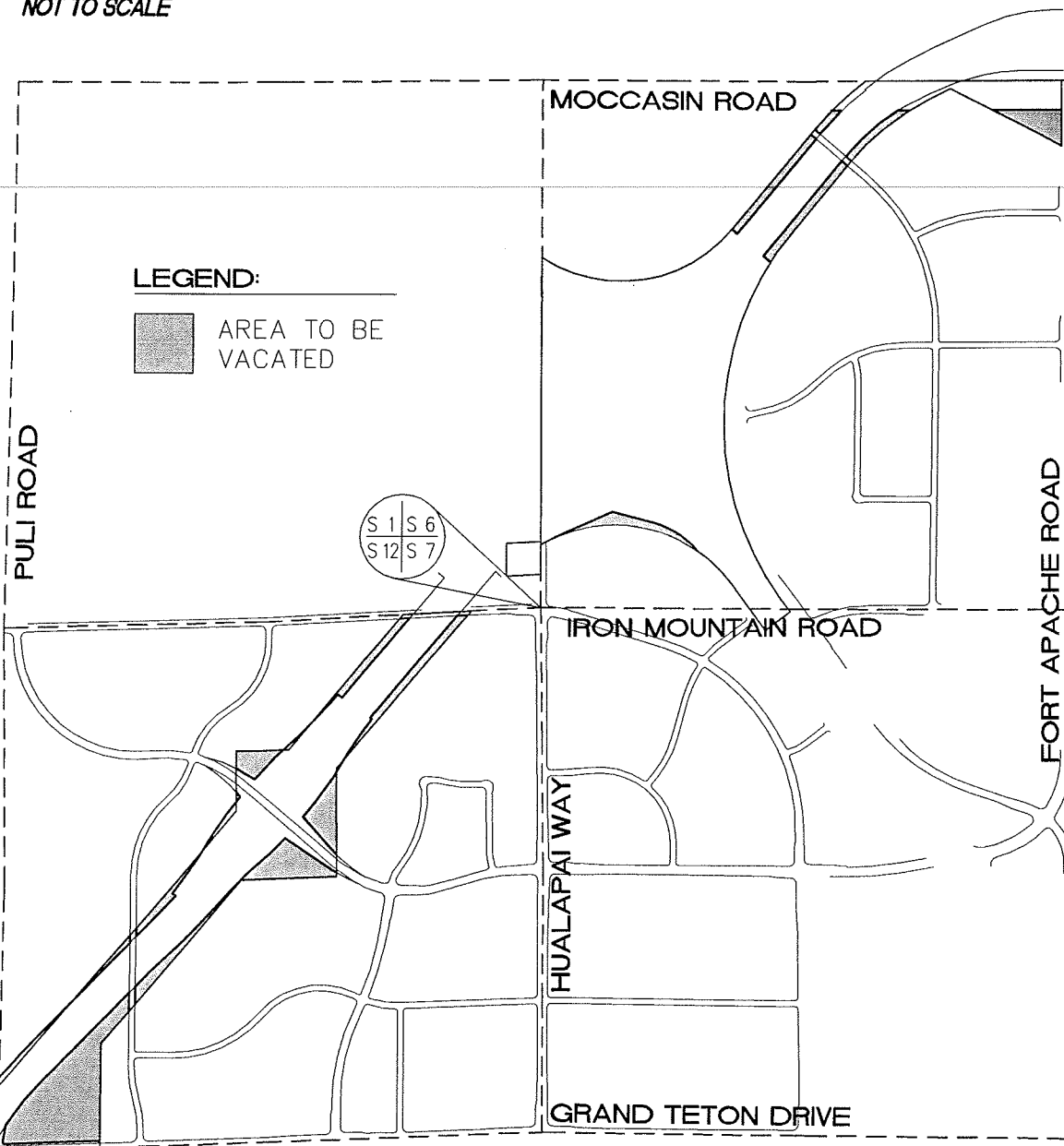
NORTH

NOT TO SCALE

LEGEND:



AREA TO BE
VACATED



V:\1 SURVEYPROJECTS\0443\DWG\0443-01 LEGAL EXHIBIT.DWG

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION



DATE: 06/22/2011

DRAWN BY: MK

SHEET: 1 OF 1

BLM RIGHT-OF-WAY GRANT N-77772
VACATION

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

RECEIVED

JUN 23 2011

VAC-42250

City of Las Vegas



**VAC-42250 - APPLICANT/OWNER: CITY OF LAS VEGAS
SHEEP MOUNTAIN PARKWAY**

06/30/11

To whom it may concern:

The Department of Public Works requests a Petition of Vacation of portions of the Sheep Mountain Parkway right-of-way grant that it currently possesses. Through negotiations between the City and KAG Properties, LLC it has been determined that portions of the City's BLM grant N-77772 may be relinquished contingent upon KAG Properties, LLC performing certain obligations outlined in their Development Agreement. If approved, the City will only vacate its interest that are outside the future boundaries of the revised Sheep Mountain Parkway footprint and will only do so after the exact right-of-way footprint is dedicated to the City by KAG Properties, LLC and is recorded on their Final Map.

Thank you,

A handwritten signature in black ink, appearing to read "Randy Fultz", with a long horizontal stroke extending to the right.

Randy Fultz
Assistant City Engineer, Engineering Planning
City of Las Vegas Department of Public Works

VAC-42250

RECEIVED

JUN 23 2011

City of Las Vegas

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - MOD-41437 - MAJOR MODIFICATION - PUBLIC HEARING -
APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a
Major Modification of a previously approved Rezoning (ZON-16580) TO AMEND THE
MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS on 15.05 acres at
7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone,
Ward 6 (Ross). Staff recommends APPROVAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

6

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

9

City Council Meeting

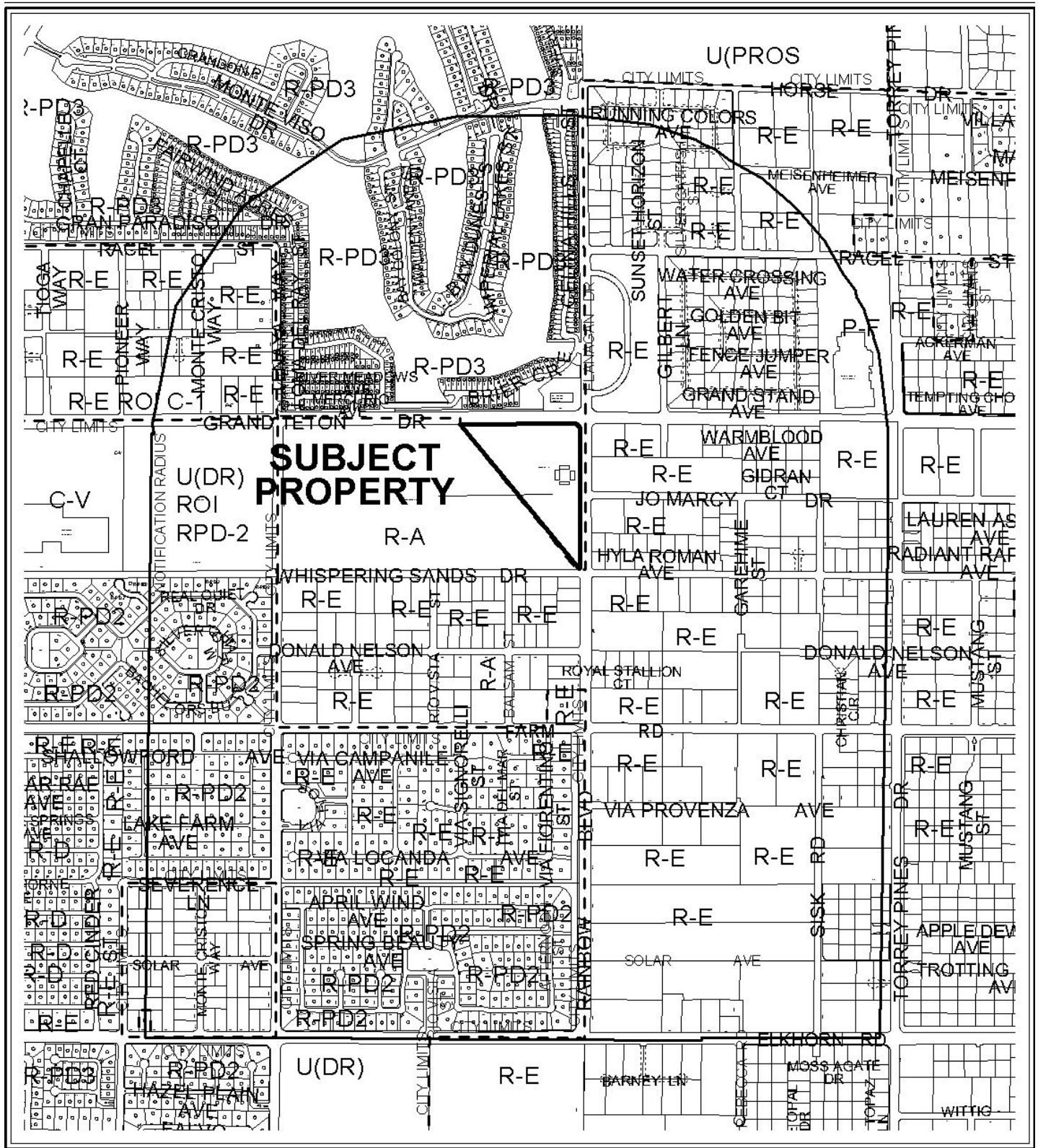
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - MOD-41437, ROC-40981 and SDR-40980
2. Conditions and Staff Report - MOD-41437, ROC-40981 and SDR-40980
3. Supporting Documentation - MOD-41437, ROC-40981 and SDR-40980
4. Photos
5. New Vista Community Master Development Plan and Development Standards
6. Justification Letter – MOD-41437, ROC-40981 and SDR-40980
7. Protest/Support Postcards



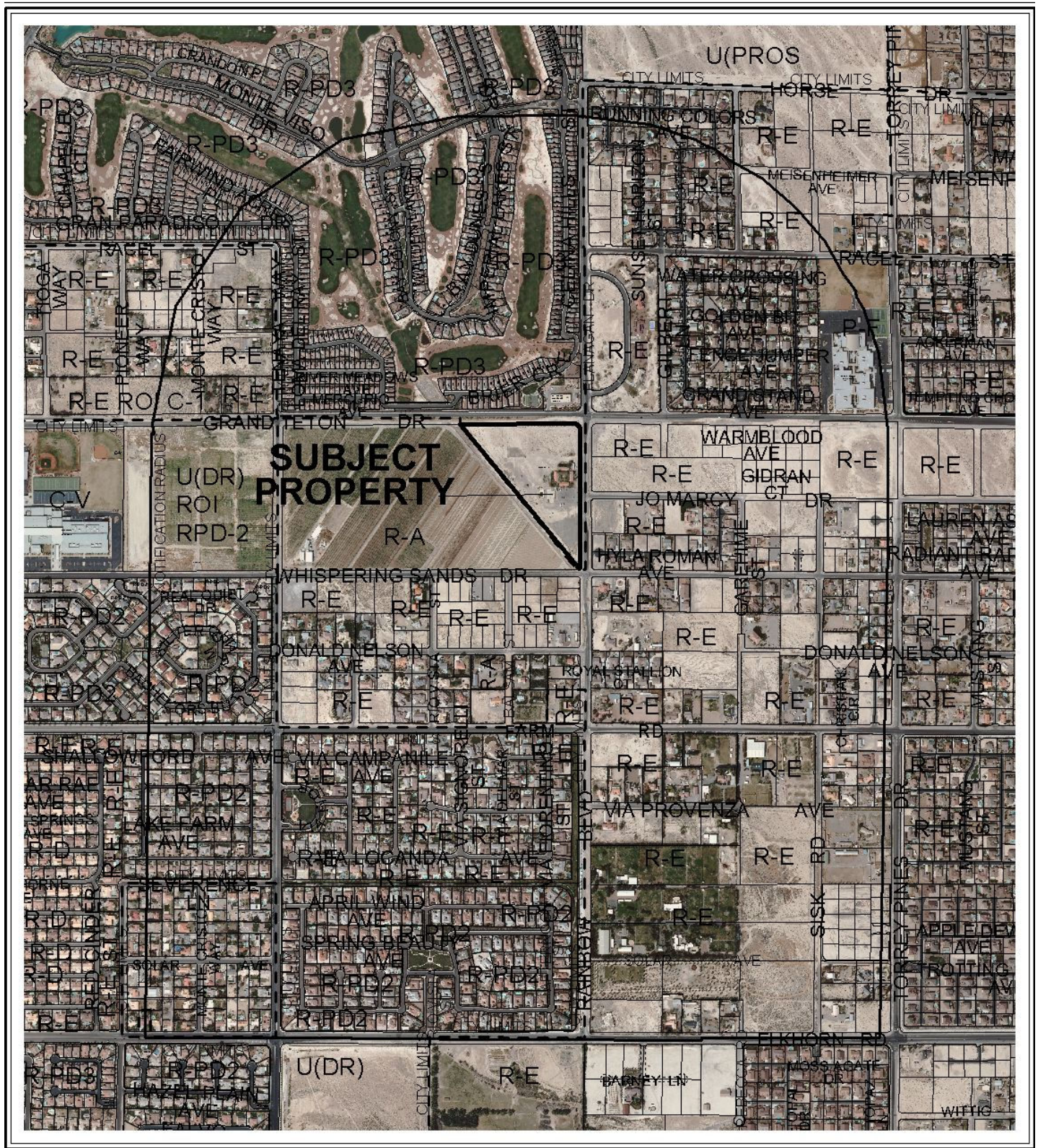
CASE: MOD-41437; ROC-40981; SDR-40980

RADIUS: 2640 FT + SPECIAL

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 1000 2000 Feet







DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-41437** APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC.

Name of Applicant: NEW VISTA RANCH INC.

Name of Representative: CHRIS KAEMPFER

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

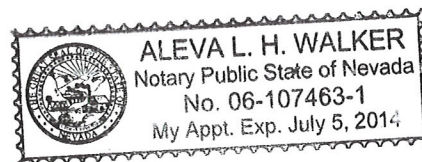
Signature of Property Owner: *Kelly Deguzman*

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 2011

Alewa L. H. Walker
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: NEW VISTA COMMUNITY
 Project Address (Location) 7875 N. RAINBOW BLVD.
 Project Name NEW VISTA COMM-ASST'D LIVING/CMM & REC CTR/EDU & EMPLO Proposed Use HOUSING & SUPPORT FACILITY MR/DD POP.
 Assessor's Parcel #(s) 125-15-501-002 Ward #
 General Plan: existing PCD proposed PCD Zoning: existing PD proposed PD
 Commercial Square Footage 123,850 S.F. Floor Area Ratio 16.0%
 Gross Acres 15.0 Lots/Units 78 Density 5.2/ACRE
 Additional Information SEE JUSTIFICATION LETTER FOR
MAJOR MODIFICATION

PROPERTY OWNER NEW VISTA RANCH INC. Contact KELLY DEGUZMAN, CEO
 Address P.O. BOX 80025 Phone: (702) 457-4577 Fax: (702) 457-1422
 City LAS VEGAS State NV Zip 89180
 E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

APPLICANT NEW VISTA RANCH INC. Contact KELLY DEGUZMAN, CEO
 Address P.O. BOX 80025 Phone: (702) 457-4577 Fax: (702) 457-1422
 City LAS VEGAS State NV Zip 89180
 E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

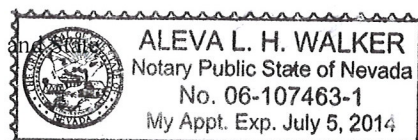
REPRESENTATIVE CHRIS KAEMPFER/JOHN BURKE Contact KCRG&F/JOHN BURKE ARCHITECT
 Address 8345 W. SUNSET RD. #250/3471 W. OQUENDO RD. #301 Phone: 792-7000 Fax: 796-7181
876-4863 876-9355
 City LAS VEGAS State NV Zip 89113/89118
 E-mail Address INFO@KCNVLAW.COM/JBURKE@JBURKEARCHITECT.COM

Property Owner Signature* Kelly Deguzman
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 20 11.
Alewa L. H. Walker

Notary Public in and for said County of Clark



Revised 10/27/08

FOR DEPARTMENT USE ONLY

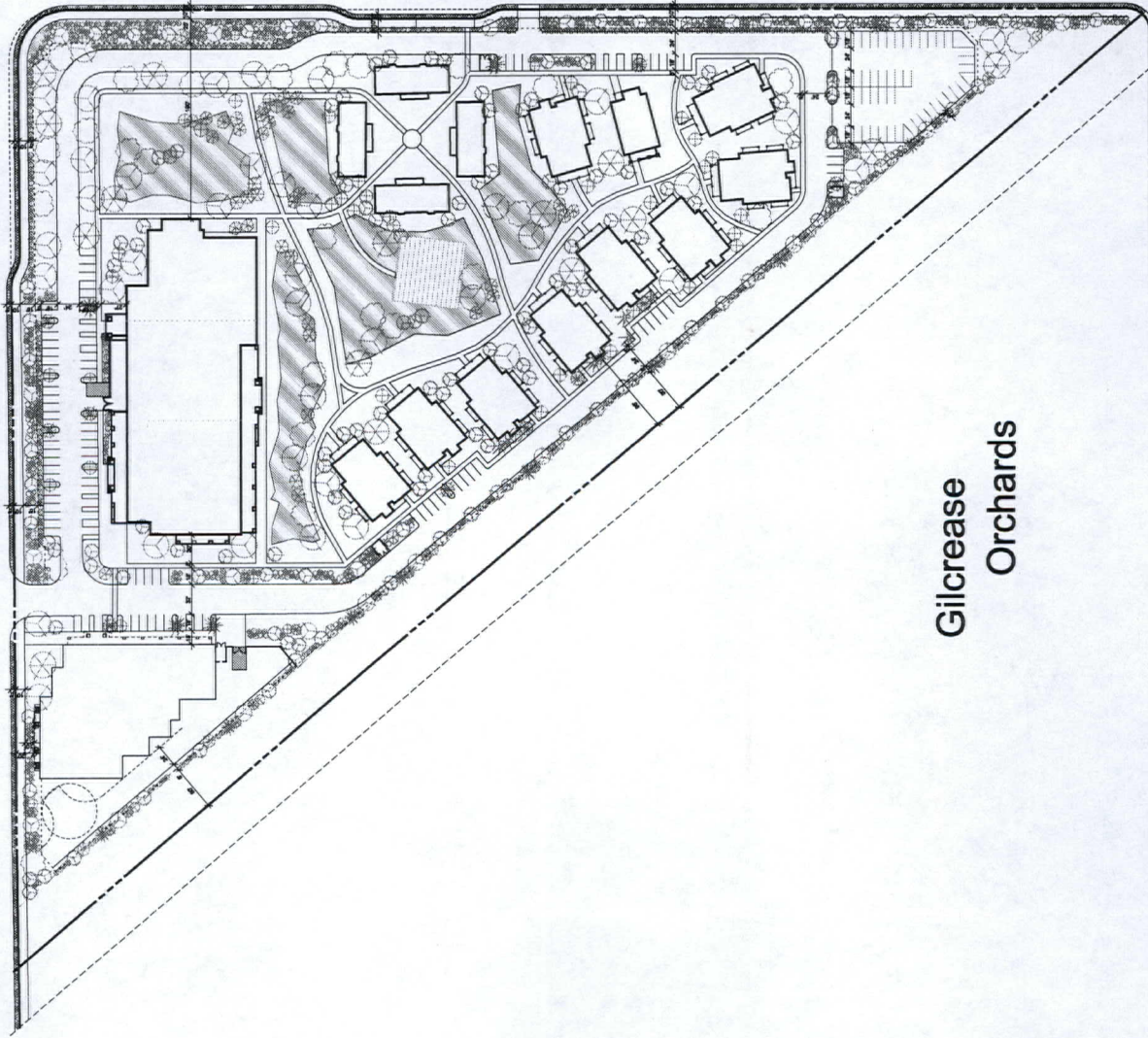
Case #	<u>MOD-41437</u>
Meeting Date:	<u>5/10/11</u>
Total Fee:	<u>\$1,000</u>
Date Received:	<u>4/13/11</u>
Received By:	<u>B. S.</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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APR 13 2011

GRAND TETON DRIVE



RAINBOW BOULEVARD

Gilcrease
Orchards

1 Landscaping Plan

scale: 1" = 60'-0"

WHISPERING SANDS DRIVE

landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	BLACKWATER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALM VERDE Persea	MEDIUM EVERGREEN	15 gallon
	CHITALPA	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	BLUE PALM VERDE Caesalpinia	MEDIUM EVERGREEN	24" box
	SWEET ACACIA Acacia small	MEDIUM EVERGREEN	24" box
	SHOEBRING ACACIA Acacia Shimbirskyi	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN BAMAC Palafoxia	MEDIUM EVERGREEN	24" BOX
SYMBOL	SHRUBS	SIZE	
	EVERGREEN EUCALYPTUS Eucalyptus japonica	5 GAL	
	COMMON WHITEY CREEPER Corymbora fruticosa	5 GAL	
	TEXAS RANGER Leucophyllum frutescens	5 GAL	
	FEATHERY CASSIAS Cassia verticillata	5 GAL	
SYMBOL	GROUND COVER	SIZE	
	MEXICAN FRANKLINIA Cordia alliodora	1 GAL @ 1' x 1' x 1'	
	HYPERICUM CAZAHUA Scaevola taccada	1 GAL @ 1' x 1' x 1'	
	ORANGE GUMMIFLORA Baccharis pilularis	1 GAL @ 1' x 1' x 1'	
	Native Grasses		

NOTE: ALL INORGANIC LANDSCAPE
GROUND COVER TO BE MATCH THE LANDSCAPE
GRAVEL OF THE ADJACENT LOT

MOD-41437 ROC-40981

SDR-40980 REVISED

A1L

sheet no.

date

proj. no.

drawn by

checked by

New Vista Community
Assisted Living Residential Units
Community & Recreational Center
City of Las Vegas
Education & Employment Center
Nevada

jdb
architect

John David Smith, Architect, 2571 Third Street, Suite 200, Las Vegas, NV 89102 (702) 735-4000, jdb@jdbarchitect.com



John David Smith, Architect, 2571 Third Street, Suite 200, Las Vegas, NV 89102 (702) 735-4000, jdb@jdbarchitect.com

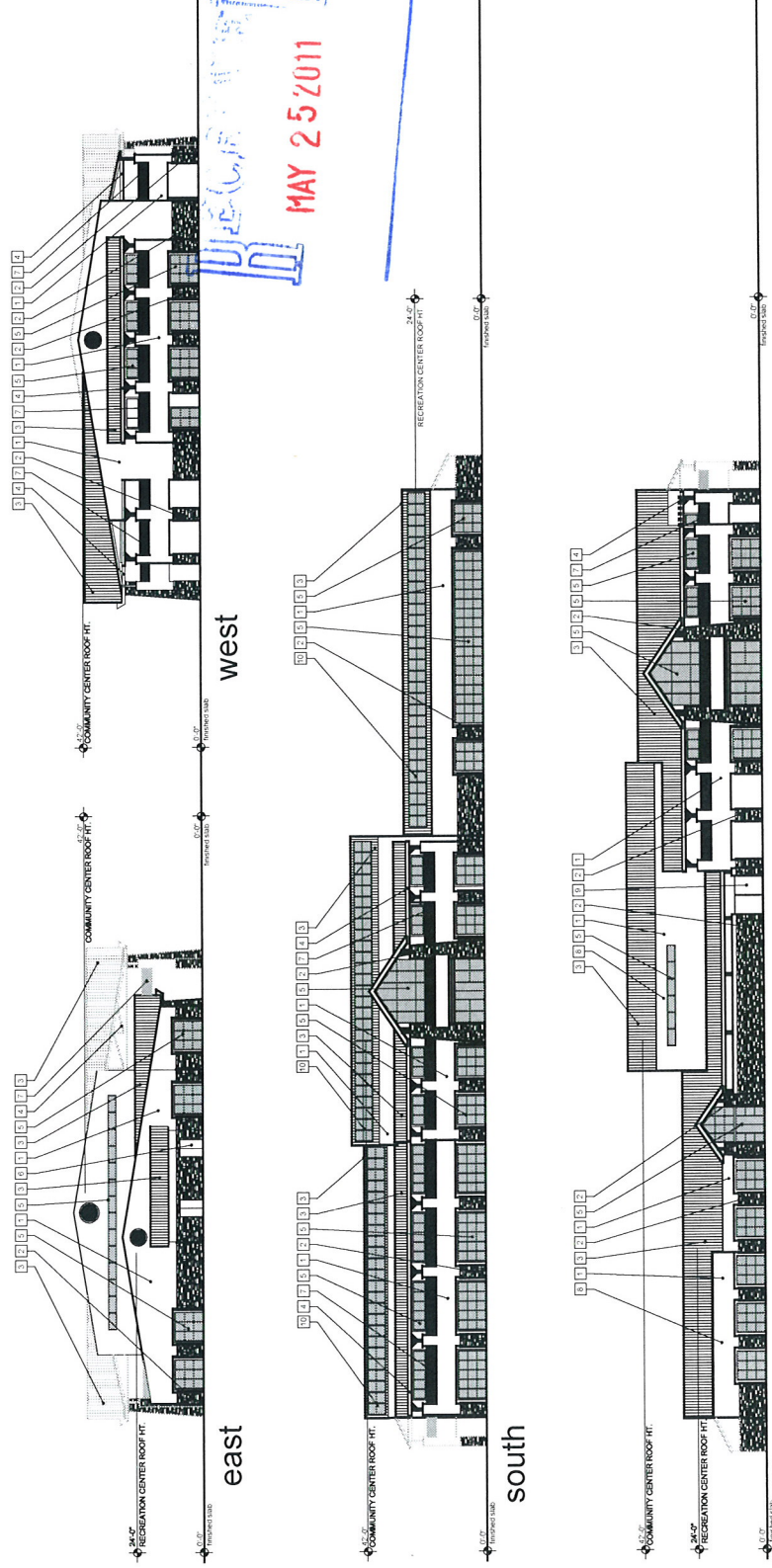


RECEIVED

JUN 13 2011

keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STORE FRONT
6	HOLLOW METAL DOOR
7	WOOD RAILING
8	SIGNAGE BY OTHERS
9	PAIR OF STEEL TUBE GATES WITH STAMPED METAL BRACING AND LIFT PIN
10	LOCKMATCH
11	PHOTOVOLTAIC ARRAY



conceptual elevations

SCALE 1" = 20'-0"

Community/Recreation Center

A4

sheet no.

date 5/24/11

proj. no. 2010.03

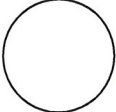
dwn. by

des. by

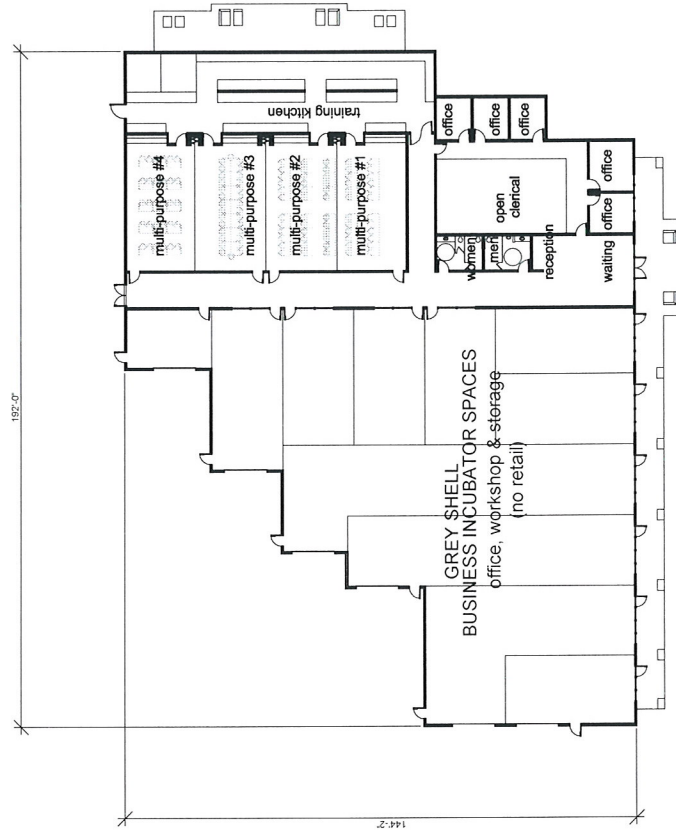
New Vista Community
Assisted Living Residential Unit
Community & Recreation Center
Education & Employment Center
City of Las Vegas
Nevada

jdb
architect

revisions	date	description
1	5/24/11	ISSUED FOR PERMIT

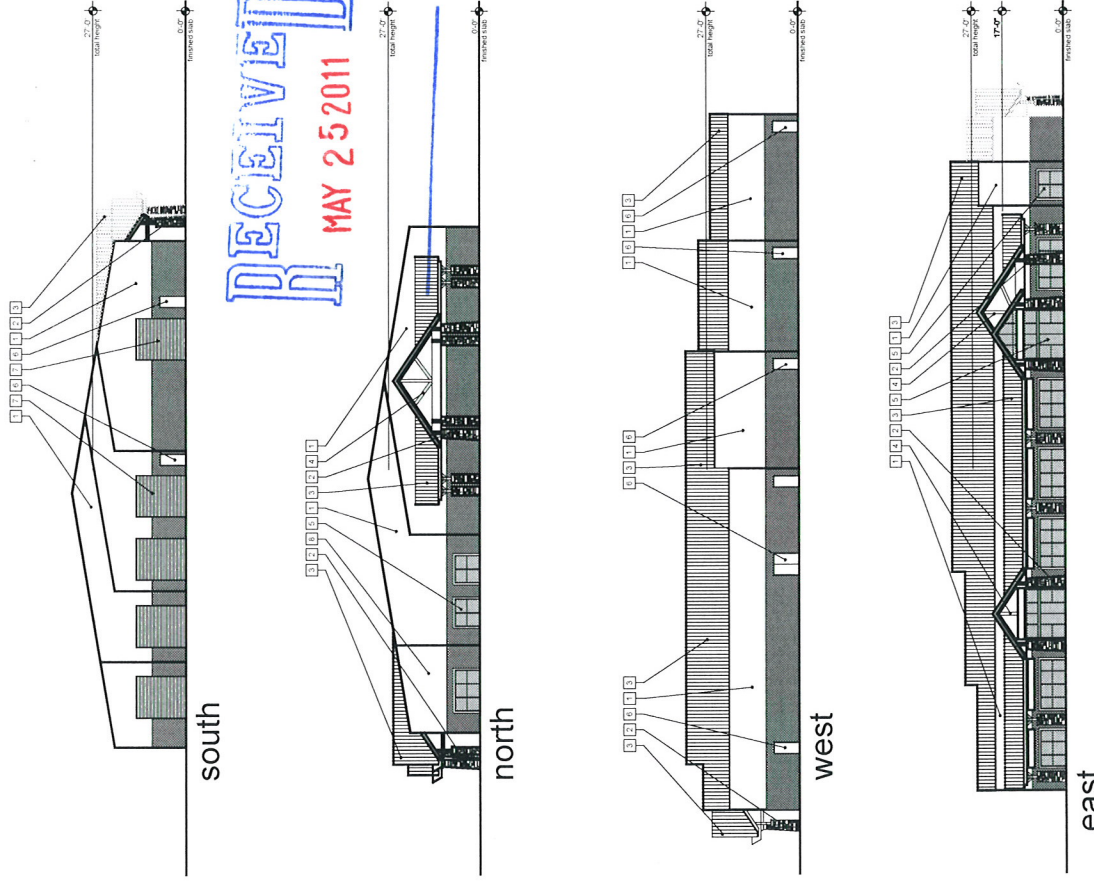


keynotes	
#	description
1	STUCCO FINISH
2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM ST. GREENFRONT
6	HOLLOW METAL DOOR
7	ROLL UP DOOR
8	SIGNAGE BY OTHERS

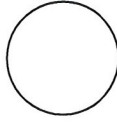


2 floor plan employment & educational Center
SCALE: 1/16" = 1'-0"

21,000 s.f.



1 elevations
SCALE: 1/16" = 1'-0"



JOHN D. BROWN ARCHITECT
11111 S. 28TH AVENUE, SUITE 100
DENVER, CO 80231
TEL: 303.733.1111
WWW.JDBA.COM

NO.	DATE	DESCRIPTION
1	10/10/10	ISSUED FOR PERMIT

jdB
architect

JOHN D. BROWN ARCHITECT 11111 S. 28TH AVENUE, SUITE 100
DENVER, CO 80231
TEL: 303.733.1111
WWW.JDBA.COM

New Vista Community
Assisted Living Residential Units
Education & Employment Center
City of Las Vegas
Nevada

date	5/23/11
proj no	2010-49
drawn by	
chd by	

A6

MOD-41437 ROC-40981
SDR-40980 REVISED

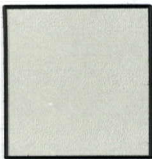
COLOR/MATERIALS BOARD



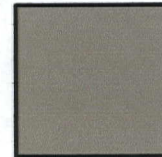
(A) stucco dark field:
Frazee - CL 2676A 'Tia Maria'



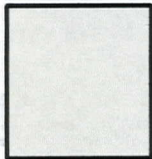
(F) storefront framing:
ab-4 medium bronze



(B) stucco medium field:
Frazee - CL 2674M 'Storm Bay'



(G) glazing:
PPG - 'Solarcool' bronze reflective



(C) stucco light field:
Frazee - CL 2622W 'Stones Throw'



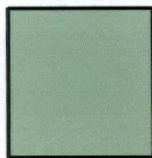
(H) cultured stone veneer:
Eldorado Stone - Mountain Ledge
'Bitterroot'



(D) trim:
Frazee - CL 2677N 'Espresso'



(J) roof tile:
MonierLifetile - 1MDCL5001
'Mountainwood'



(E) sconces & signage:
Frazee - CL 3004M 'Bonjour'



(K) standing seam metal roof:
Berridge - Zee-Lock
'Aged Bronze'

RECEIVED
FEB 16 2011

New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

MOD-41437 ROC-40981
SDR-40980 REVISED

jdB
architect

John David Burke, Architect, 3471 West Oquendo Road, #301, Las Vegas, NV 89118 (702)876-4863, jburke@jburkearchitect.com



**MOD-41437 - APPLICANT/OWNER: NEW VISTA RANCH INC.
7875 NORTH RAINBOW BOULEVARD**

06/2/11



**MOD-41437 - APPLICANT/OWNER: NEW VISTA RANCH INC.
7875 NORTH RAINBOW BOULEVARD**

06/2/11

**New Vista Community Master Development Plan
And Developments Standards**

May 24, 2011

RECEIVED
MAY 25 2011

**MOD-41437 ROC-40981
SDR-40980 REVISED**

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		2.2 Minimum Site Area
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		3.1 History and Background
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		3.4 PD Permitted Uses and Standards
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		3.6 Future Expansions or Alterations
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		<i>A3 – Floor Plans – Assisted Living and Medical Buildings</i>
		<i>Exterior elevations – Medical Building</i>
		<i>A4 – Exterior Elevations – Community Recreation Center</i>

- A5 - Floor Plans – Community/Recreation Center*
- A6 – Floor Plans & Ext. Elev. 's – Education & Employment Center*
- D. Multi-Use Transportation Trail Street Sections*
- E. Preliminary Traffic Analysis
- F. Preliminary Drainage Analysis
- G. Color & Material Board

1.0 Overview

1.1 Purpose

The purpose of the Master Development Plan and Development Standards along with the Guidelines for this PD plan is to provide the parameters of development for the New Vista Community Project. The project is located on 15.05 net acres located at the Southwest Corner of Grand Teton and Rainbow Boulevard in the City of Las Vegas. In 2007, New Vista submitted a development plan that reflected its desire to develop the charities property. At the time, the property was zoned U (Undeveloped) with a General Plan designation of DR (Desert Rural). Based upon the proposed plan, the City of Las Vegas approved a General Plan Amendment, GPA-16578, a Zone Change ZON-16580, and a Site Development Review, SDR-16581 with the zoning approved to PD (Planned Development) and a General Plan Amendment to PCD.

2.0 PD District

2.1 Intent of PD District

The Intent of the Planned Development District (PD) is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment, or to provide a single purpose or multi-use planned development. The rezoning of property to the PD District may be deemed appropriate if the development proposed for the District can accomplish one or more of the following goals:

1. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
2. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
3. Providing for flexibility in the distribution of land uses, in the density of development, and in other matters typically regulated in zoning districts.
4. Providing for cultural, civic, educational, medical, religious or recreational facilities, or any combination thereof, in a planned or a unique setting and design.

5. Providing for the redevelopment of areas where depreciation of any type has occurred.
6. Providing for the revitalization of designated areas.
7. Promoting or allowing development to occur in accordance with a uniform set of standards, which reflect the specific circumstances of the site.
8. Avoiding premature or inappropriate development that would result in incompatible uses or would create traffic and public service demands that exceed the capacity of existing or planned facilities.
9. Encouraging area sensitive site planning and design.
10. Contributing to the health, safety and general welfare of the community and providing development, which is compatible with the City's goals and objectives.

2.2 Minimum Site Area

The minimum site area for Planned Development District is five acres, except that the City Council may waive this requirement when the proper planning justification is shown. The boundary of the New Vista Community Project is 15.05 net acres.

3.0 New Vista Community Planned Development (PD)

3.1 History and Background

The New Vista Community was started back in the mid-eighties to provide for the needs of the adult intellectually challenged. The concept was to provide facilities and residential opportunities for its beneficiaries (hereinafter referred to as residents) to live and work independently and be a part of the general community. In the late eighties, New Vista was - donated 15 acres by the Gilcrease family in what was then Clark County. To date, with volunteer work and donations, four "ranch houses" have been built on this property. Each "ranch house" provides six adult residents with room and board and the supervision -by a non-handicapped caretaker couple. New Vista Community has evolved over the past twenty years, to the point where the concept is now to also take care of the more senior segment of the intellectually challenged population by providing opportunities and support so they may experience life to the fullest..

3.2 Proposed Project Designation

Initially, the New Vista parcel was zoned RE with the proper use permits in unincorporated Clark County. Now that the land has been annexed into the City of Las Vegas, the property has been rezoned as a Planned Development with an approved Site Development Review. -. To achieve the goals and uses that are hereby proposed, a review of conditions for the approved SDR and Zoning Conditions is being requested.

3.3 Site Boundary

The boundaries of the New Vista Community, for which these guidelines are written, are described in Exhibit 8.A.

3.4 Permitted Uses and Standards

As defined in Chapter 19.06.050 Special Purpose and Overlay Districts PD Planned Development District. Any combination of residential, commercial, industrial or public uses may be permitted within a specific Planned Development Plan for that district. The uses to be permitted within the district must be specified in the adopted Master Development Plan for the district.

Planned Uses:

In the development of these facilities, New Vista Community's goal is to provide a portion of the adult intellectually challenged population a place to live and enjoy a positive lifestyle which to the fullest extent possible

"...assure(s) equality of opportunity, full participation, independent living and economic self-sufficiency..."¹. These facilities must provide an array of activities and services that will promote:

1. More independent functioning of the residents within a professionally supervised setting
2. More opportunity for the residents to enjoy interaction with other residents within the New Vista community.
3. "...cultural, civic, educational, medical....recreational..." fulfillment of the New Vista residents.

To achieve these goals, the following uses are proposed:

1. Allow existing residential facilities that provide living quarters for adult intellectually challenged residents and their supervising caregivers.
2. Allow new assisted living apartments for senior intellectually challenged residents
3. Allow offices for the administration of the New Vista community
4. Allow offices for professional medical care limited to:
 - a. Monitoring of the health and welfare of the residents
 - b. Minor medical care of the residents

- c. Provide Occupational and Physical Therapy for the residents
- d. Administration of the medical care facilities.

¹ Public Law 101-336, The Americans with Disabilities Act of 1990 (As Amended July 26, 1990), Section 2. Findings and Purposes, item 8.

- 5. Allow workshops to promote the training of the residents of New Vista in skills including, but not limited to:
 - a. Arts and crafts
 - b. Painting
 - c. Woodworking
 - d. Ceramics
 - e. Sculpture
 - f. Stained Glass
 - g. Jewelry
- 6. Allow central dining/banquet facilities
- 7. Allow recreational facilities including, but not limited to:
 - a. Community Center
 - b. Gymnasium
 - c. Pool and spa
 - d. Fitness/aerobics

The new facilities are for the use of New Vista Community, its members ² and its residents and are not open to the general public. The new facility shall not have retail sales and the intention of the ***“Education/Employment Center”*** is to encourage the development of the residents’ skills so that they might start businesses in other office locations. Any products produced by such “businesses” would be offered for sale at an appropriate offsite commercial location (e.g., the New Vista thrift store at *5220 West Charleston Boulevard*).

3.5 Special Events

New Vista Community, pursuant to their fundraising and/or social activities for their non-profit organization, may, with appropriate city approvals, hold up to sixteen (16) special events on site per year. Examples of these events include, but are not limited to the following:

- 1. Bachelor and bachelorette celebrity auction
- 2. Wine tasting gala and auction/silent auction
- 3. Masquerade ball and auction/silent auction
- 4. Special Olympics competitions
- 5. Golf Tournament (held off-site)

² members are those intellectually challenged individuals living in southern Nevada and their immediate families and guardians

3.6 Future Expansions or Alterations

Any significant revision of the plans as initially approved shall be subject to a Site Plan Development Review by the City Council at a Public Hearing. This public hearing shall require notice to all property owners within a one half mile radius of the Property, except that written notice of such public hearing shall extend south to Elkhorn Avenue. All future expansions and/or alterations shall be harmonious and compatible with the approved design.

4.0 Site Design Criteria

4.1 Building Setbacks *and Height*

	<i>Grand Teton</i>	<i>Rainbow</i>	<i>Gilcrease Orchard</i>
<i>Community/ Rec Building</i>	<i>100 ft.min.</i>	<i>200 ft min..</i>	<i>150 ft. min.</i>
<i>Education/Employment Ctr.</i>	<i>20 ft.min.</i>	<i>600 ft. min</i>	<i>70 ft. min..</i>
<i>Assisted Living Buildings</i>	<i>300 ft.min.</i>	<i>50 ft. min.</i>	<i>70 ft. min.</i>
<i>Medical Building</i>	<i>300 ft.min.</i>	<i>50 ft. min.</i>	<i>70 ft. min.</i>

Minimum separation between buildings to be 15 feet

Existing Ranch House Buildings to remain as built

4.2 Building Setback Exceptions

1. Underground Utilities
2. Roof Overhangs
3. Steps and sidewalks
4. Landscaping and related irrigation

5. Planter and related irrigation
6. Driveways and curb cuts

4.3 Service and Loading Areas

Service and loading area yards shall be screened from adjacent streets pursuant to Title 19.

4.4 Parking, Driveways and Circulation

1. Parking required

There shall be 100 parking spaces as stated in the Conditions of Approval for ZON-16580.

2. Handicapped Parking

The appropriate handicapped spaces shall be provided in accordance with the requirements as outlined in the City of Las Vegas Zoning Code Title 19.

3. Driveways

The existing driveway on Rainbow Boulevard shall provide access to the site in Phases I and II. In Phase III, all public access shall be from the newly constructed driveway on Grand Teton. In Phase III, the Rainbow driveway shall be crash gated and limited to fire truck emergency access only.

4.5 Signage

1. Temporary Signage

Temporary construction signs naming Builder, architect, etc. are allowed subject to the time limits of constructions and shall not exceed 32 square feet.

2. Site Signage

Monument signage naming the Project shall be provided in accordance with the requirements as outlined in the City of Las Vegas Zoning Code Title 19. The monument signs⁴ will be located at the two entrances and corner of property.

³ Landscape gravel shall be as approved by the City of Las Vegas planning staff.

⁴ Monument signs are to be one hundred twenty square feet in area maximum, 6 feet high maximum, and if illuminated shall not have exposed neon.

4.6 Landscaping

All landscaping shall be in accordance with the requirements of Title 19.

4.7 Fences and Walls

All fences and walls shall be in accordance with the Title 19 and the Landscape Wall Caps and Buffer Guidelines.

4.8 Streetscape

1. *Grand Teton street frontage to be as per Exhibit 6.j, "Multi-use Transportation Trail"*
2. *Rainbow Boulevard street frontage to be as per Exhibit 6.j, "Multi-use Transportation Trail"*

4.9 Transportation Plan and Traffic Impact Analysis

Pursuant to Title 19.06.050B.(1), the site plan depicts the transportation plan. The site is located on the southwest corner of the intersection between two major streets. See Exhibit 6h for the Traffic Impact Analysis. Due to the fact that the residents of the property do not own or drive vehicles, the conclusions of the traffic study that the development of the site will not generate a significant amount to traffic to the surrounding roadways are reasonable. New Vista has agreed that it will participate in future warranted offsite improvements if required by the City of Las Vegas Public Works.

4.10 Preliminary Drainage Analysis

With the assistance of New Vista, the City of Las Vegas and the Clark County Regional Flood Control District, these agencies have just completed the constructed a new drainage structure on the west side of the New Vista site. This structure collects and conveys floodwaters from Grand Teton and ties into a recently constructed storm water system for Rainbow Boulevard at its south

terminus. New Vista's Civil engineers are proposing to tie the on-site and offsite drainage into this storm water system subject to City of Las Vegas and the Clark County Regional Flood Control District approvals.

5.0 Architectural Design Criteria

5.1 Purpose

The design objective of the architectural criteria is to establish the parameters and theme for creating a uniform Architectural character comparable with the surrounding planned communities. To this end, all building elevations shall be residential in character.

5.2 Style

The architectural character of the New Vista Community project is intended to be "Western" in design with architectural detail reminiscent of the Colorado Rockies and appropriate to a planned community development.

5.3 Building Height

The building heights shall be:

1. The maximum height for any building on the site shall not exceed 42 feet
2. The maximum height for those buildings fronting Rainbow Boulevard shall not exceed 24 feet
3. The maximum height of the Education Employment Center shall not exceed 27 feet.
4. The maximum height of the Assisted Living Units not exceed 24 feet.
5. The maximum height of the Medical Building shall not exceed 24 feet.

5.4 Mechanical Equipment / Trash Area Screening

Exterior mechanical equipment, whether roof or ground mounted, shall be screened on all sides in a manner aesthetically compatible with the architectural design of the buildings. Trash enclosures shall be aesthetically compatible with the architectural design of the buildings.

5.5 Building Materials and Finishes

1. Exterior Walls: Stucco/*EIFS*. Stone veneer. Painted concrete tilt-up walls. Split face masonry
2. Glazing: Reflective (22% max. reflectivity) *or* tinted glass
3. Roofing: Existing sloped roofs are to remain as is
New *low rise* sloped roofs to be concrete tile

EEC and Community/Rec Building sloped roofs are to be architectural grade standing seam metal. New flat roofs are to be built-up roofing

5.6 Exterior Lighting

1. The design objective for the lighting criteria is to provide safe, functional lighting in an aesthetically pleasing manner.
2. Area Illumination is to provide for entry areas and other people-gathering places. On-site lighting not permitted to shine offsite
3. Street lighting on Grand Teton only (if permitted by the City of Las Vegas)
4. Area illumination for the parking lot to be 20 feet maximum and shall be downcasting shoe box fixtures mounted on pole standards.
5. Service area lighting shall be contained within the service yard boundaries.
6. Landscape lighting shall be integrated into the overall project lighting design. Proper shrubs⁵ shall be incorporated into the design so as to eliminate any light pollution that might reach on the north side of Grand Teton or on the east side of Rainbow Boulevard

5.7 Exterior Colors

The intent of the exterior colors is to create a desert responsive color palette, of warm earth tones with primary color accents which shall be considerate of the adjacent residential areas. See the color and materials board, Exhibit 8.G.

5.8 Landscape Plan

All landscaping shall be installed in accordance with a landscape plan as submitted to and approved by the City of Las Vegas planning staff prior to the issuance of building permits.

6.0 Transfer Not To Relieve New Vista of its Obligations/Rights of Assignees and Transferees

Except as expressly provided herein, no assignment or transfer of all or any portion of the Property shall relieve New Vista of its obligation hereunder and such assignment or transfer shall be subject to all the terms and conditions of this document provided further that no such assignee or transferee shall be entitled to any rights or privileges under this document or otherwise with regard to the Property or the use thereof unless such assignee or transferee assumes in writing and in full all obligations and duties of New Vista under this document and as required by the conditions of zoning approval related to and imposed with regard to GPA-16578, SDR-40980, ROC-40981 and MOD-41437.

7.0 Modification of Master Development Plan and Standards

This document may be modified only in accordance with the provisions of the Las Vegas Municipal Code 19.060.050(G) and Title 19 shall govern any matter not specifically provided for in this Master Development Plan.

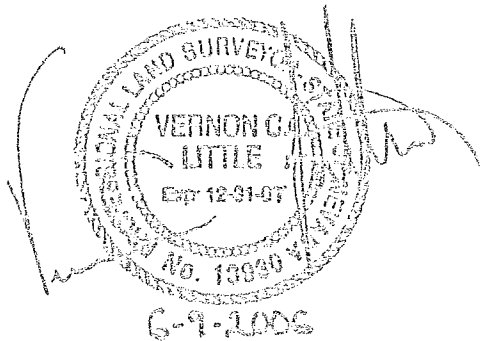
8.0 Exhibits

- A. Legal Description
- B. Land Use Map
- C. *A1 – Site/Landscaping Plan*
 - A1a – Phasing Plan*
 - A2 - Exterior Elevation – Assisted Living Buildings*
 - A3 – Floor Plans – Assisted Living and Medical Buildings*
 - . Exterior elevations – Medical Building*
 - A4 – Exterior Elevations – Community/Recreation Center*
 - A5 - Floor Plans – Community/Recreation Center*
 - A6 – Floor Plans & Ext. Elev.'s – Education & Employment Center*
- D. *Multi-Use Transportation Trail Street Sections*
- E. Preliminary Traffic Analysis
- F. Preliminary Drainage Analysis
- G. Color & Material Board

EXHIBIT A



CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W O 6730
JUNE 9, 2006
BY SP
P R BY VCL
PAGE 1 OF 3

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY
LOCATED SOUTHWESTERLY OF GRAND TETON DRIVE AND RAINBOW BOULEVARD,
FOR ZONING PURPOSES

LEGAL DESCRIPTION
ZONING

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE
NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 19 SOUTH,
RANGE 60 EAST, M D M , CITY OF LAS VEGAS, NEVADA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15, SAME BEING
THE CENTERLINE INTERSECTION OF RAINBOW BOULEVARD AND GRAND TETON
DRIVE, THENCE SOUTH 00°17'29" WEST, ALONG THE EAST LINE OF SAID
NORTHEAST QUARTER (NE 1/4), SAME BEING THE CENTERLINE OF RAINBOW
BOULEVARD, 1302.32 FEET, THENCE SOUTH 89°55'38" WEST, DEPARTING
SAID EAST LINE, 50.00 FEET, THENCE NORTH 39°50'02" WEST, 1664.71
FEET; THENCE NORTH 00°12'31" WEST, 50.00 FEET, THENCE NORTH
89°47'29" EAST, 1098.16 FEET TO THE POINT OF BEGINNING, AS SHOWN
ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO
AND MADE A PART HEREOF

CONTAINING 17.76 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER
METHODS

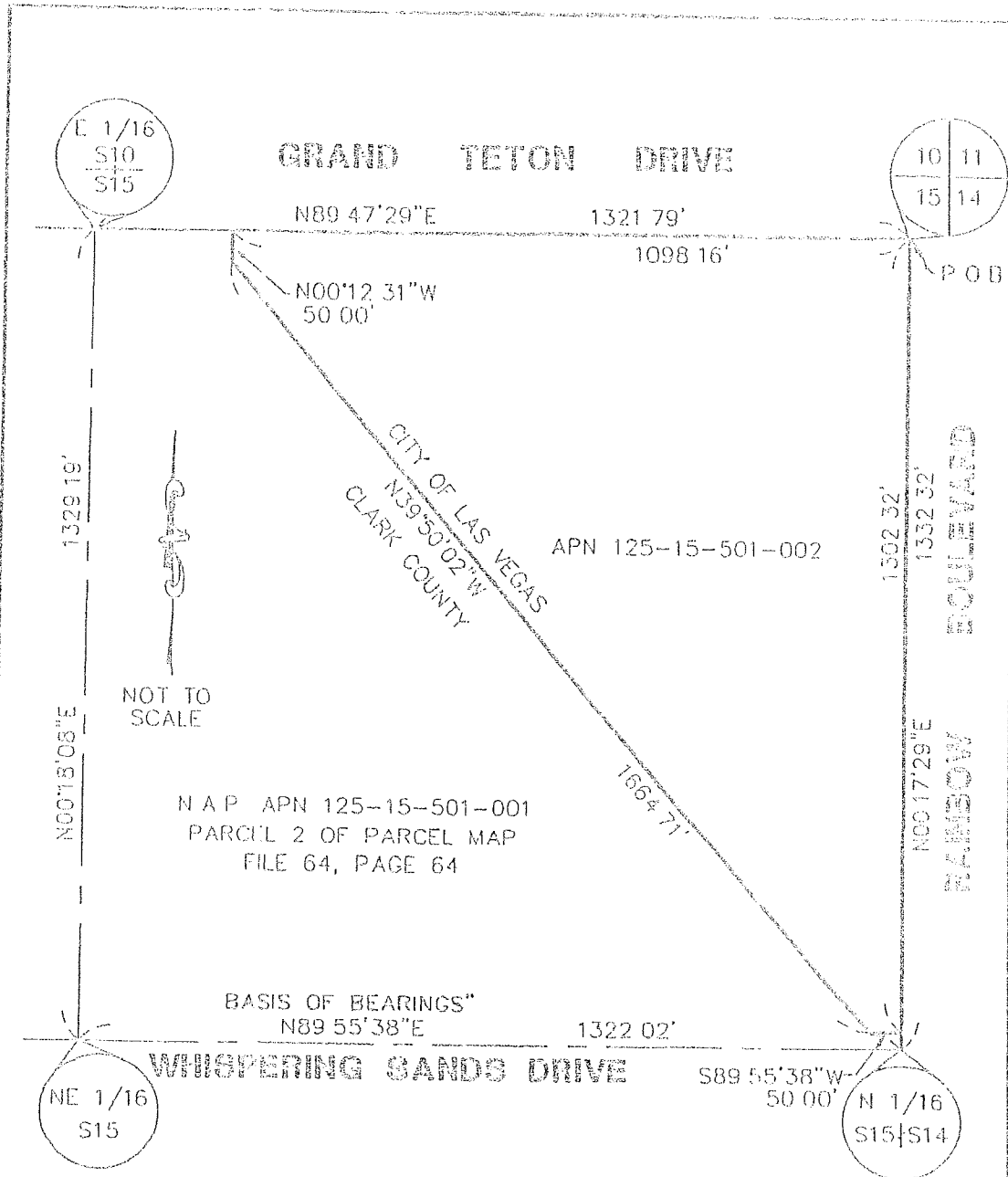
W O 6730
JUNE 9, 2006
PAGE 2 OF 3

BASIS OF BEARINGS
NORTH 89°55'38" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE
NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF
SECTION 15, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS
VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PARCEL MAP
ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY,
NEVADA, IN FILE 64, OF SURVEYS, PAGE 64.

NOTE: THIS LEGAL IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED
FOR SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED
STATUTES

END OF DESCRIPTION

G \6730\LEGAL\LGL-ZONE doc
REF G \6730\LEGALS\6730LGL.dwg (LGL-ZONE)



VLM - Nevada

2727 S RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

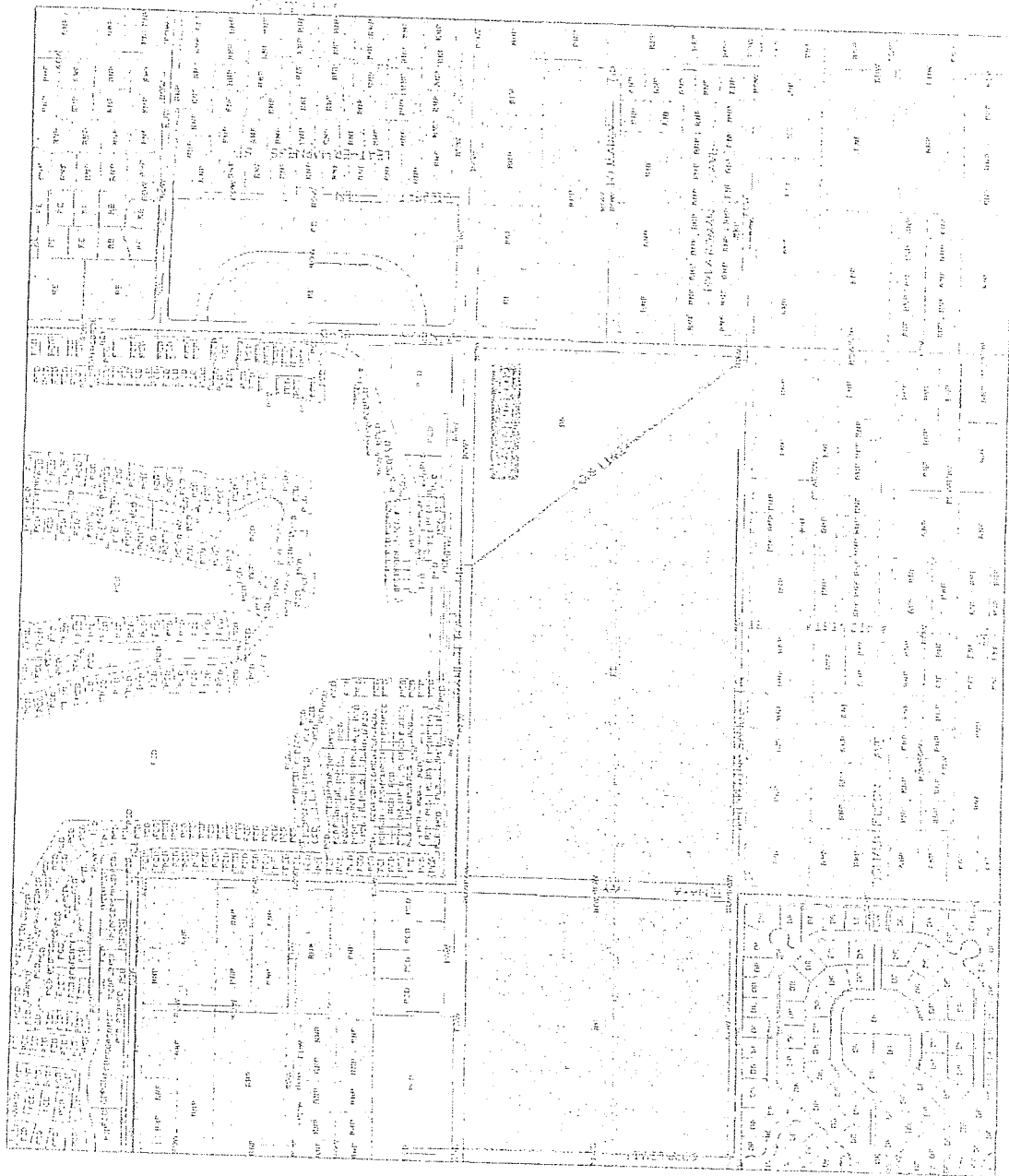
ZONE LEGAL

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SCALE	HORZ 1"=200'
	VERT N/A
W.D. NO.	6730
DRAWN BY	EP
DATE	09/09/04
SHEET	1 OF 1

EXHIBIT B

City of Los Angeles

Future Land Use Map



City of Los Angeles
Department of Planning
Future Land Use Map
Map No. 1
Scale: 1 inch = 1 mile
Date: 1/1/1970

EXHIBIT C

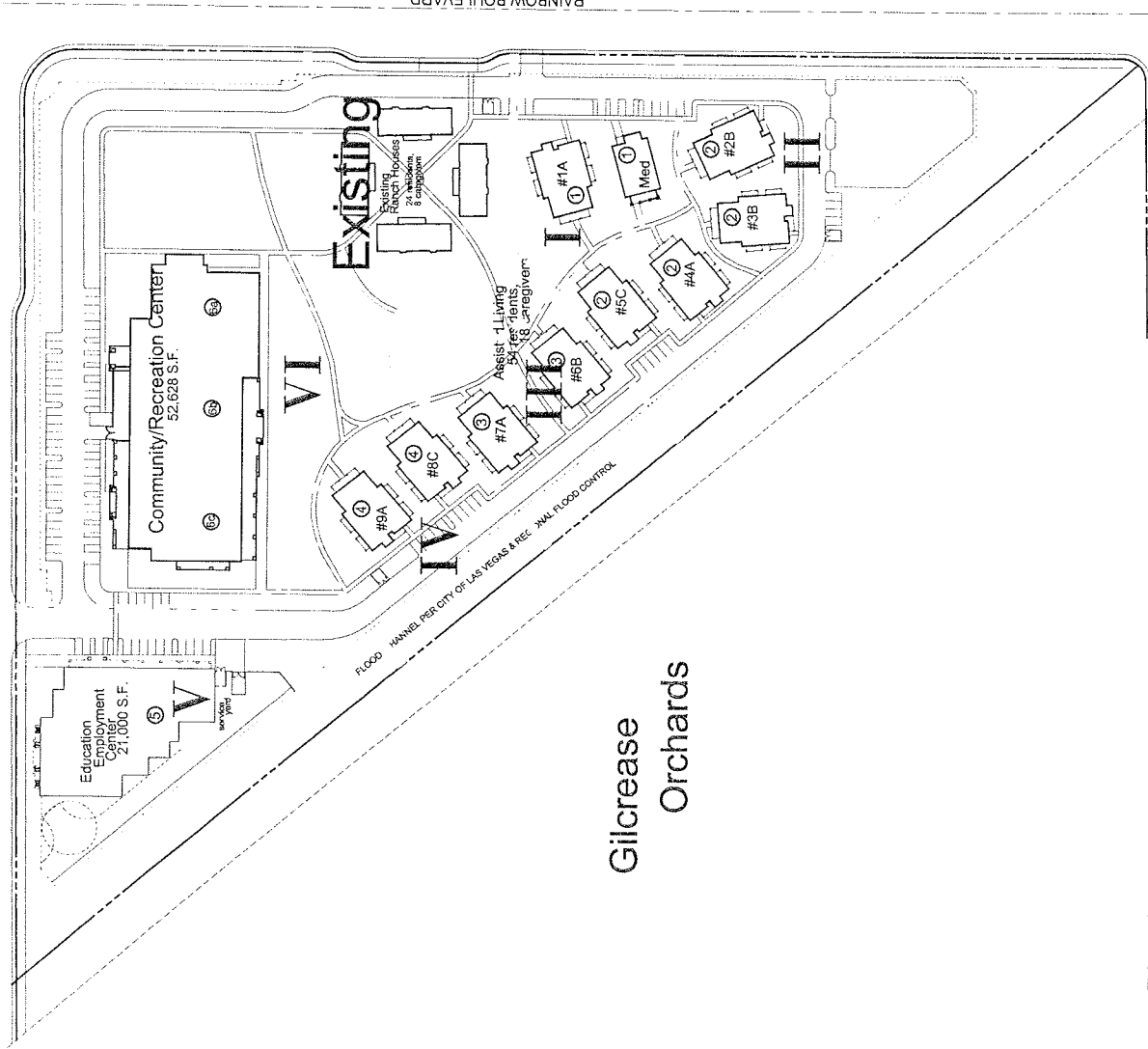
Gilcrease
Orchards

1

Site Plan

scale: 1" = 60'-0"

GRAND TETON DRIVE



Gilcrease
Orchards

1 Phasing Plan

scale: 1" = 60'-0"

WHISPERING SANDS DRIVE

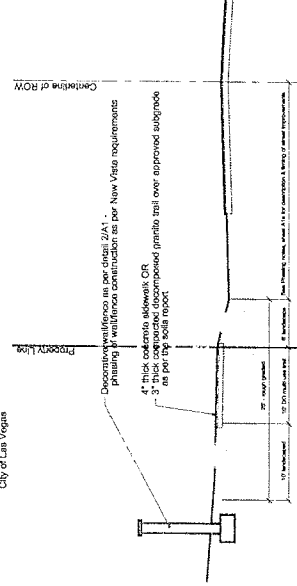
New Vista Ranch Phasing Plan:

1. Phase One - Build One New Residential Home and Onsite Medical Office
 - a. Utilize existing access to Rainbow Boulevard. No onsite improvements to Rainbow Blvd. or Grand Teton except as noted in detail 2/A1a
 - b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.
 - c. Construct non-standard multi-use trail on Rainbow street frontage consisting of:
 - rough graded frontage for a depth of 25'
 - desert landscaping for a depth of 25' except as noted
 - construct 10' wide decomposed granite pathway per detail 2/A1a
2. Phase Two - Build Four (4) More Residential Homes
 - a. Construct non-standard multi-use trail on Grand Teton street frontage
3. Phase Three - Build Two (2) Additional Residential Homes
 - a. Construct Grand Teton improvements as indicated on the Phasing Plan.
 - b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton access point.
 - c. Construct fire truck crash gate on Rainbow to restrict access
4. Phase Four - Build Two (2) Remaining Residential Homes
5. Phase Five - Construction of the Education & Employment Center Building
 - a. Construct full offsites on Rainbow Boulevard as per approvals obtained at that point in time.
6. Phase Six - Construction of the Recreation Center

I
II
III
IV
V
VI

2 Non-standard rural multi-use trail

no scale



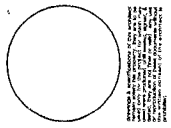
Landscaping to be demonstrated to meet as approved by the City of Las Vegas

New Vista Community
Assisted Living Residential Units
Community & Employment Center
Education & Employment Center
City of Las Vegas
Nevada

date	5/26/11
proj. no.	2010-4
drawn by	
checked by	

A1a

jd architect



DATE: 01/11/11
PROJECT: NEW VISTA COMMUNITY
SHEET: A1b
DRAWN BY: JDB
CHECKED BY: JDB
APPROVED BY: JDB
SCALE: AS SHOWN
NOTES: SEE ALL SHEETS FOR DETAILS
REVISIONS: 1. 01/11/11: INITIAL DESIGN
2. 01/11/11: REVISIONS TO LAYOUT
3. 01/11/11: REVISIONS TO LAYOUT
4. 01/11/11: REVISIONS TO LAYOUT
5. 01/11/11: REVISIONS TO LAYOUT
6. 01/11/11: REVISIONS TO LAYOUT
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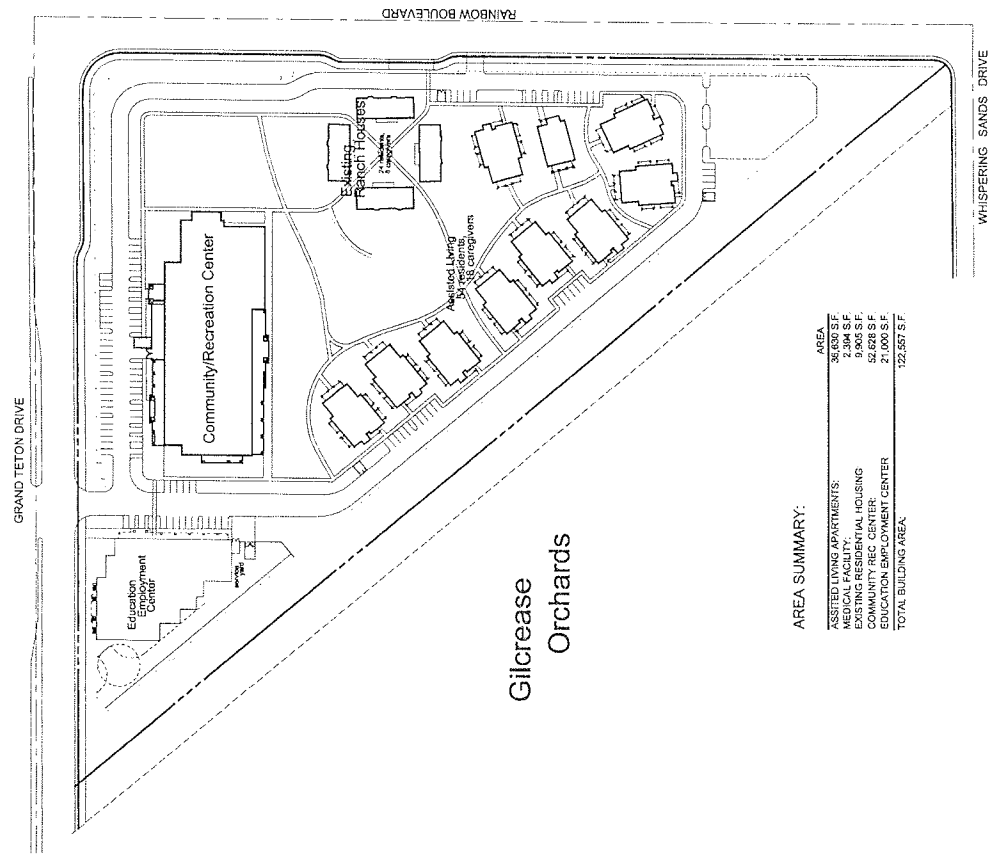
REVISIONS
DATE
BY
DESCRIPTION

jd
B
architect

3000 CHURCH AVENUE, SUITE 117, LAS VEGAS, NV 89102
PHONE: (702) 735-1111
FAX: (702) 735-1112
WWW.JDBARCHITECT.COM

New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas
Nevada

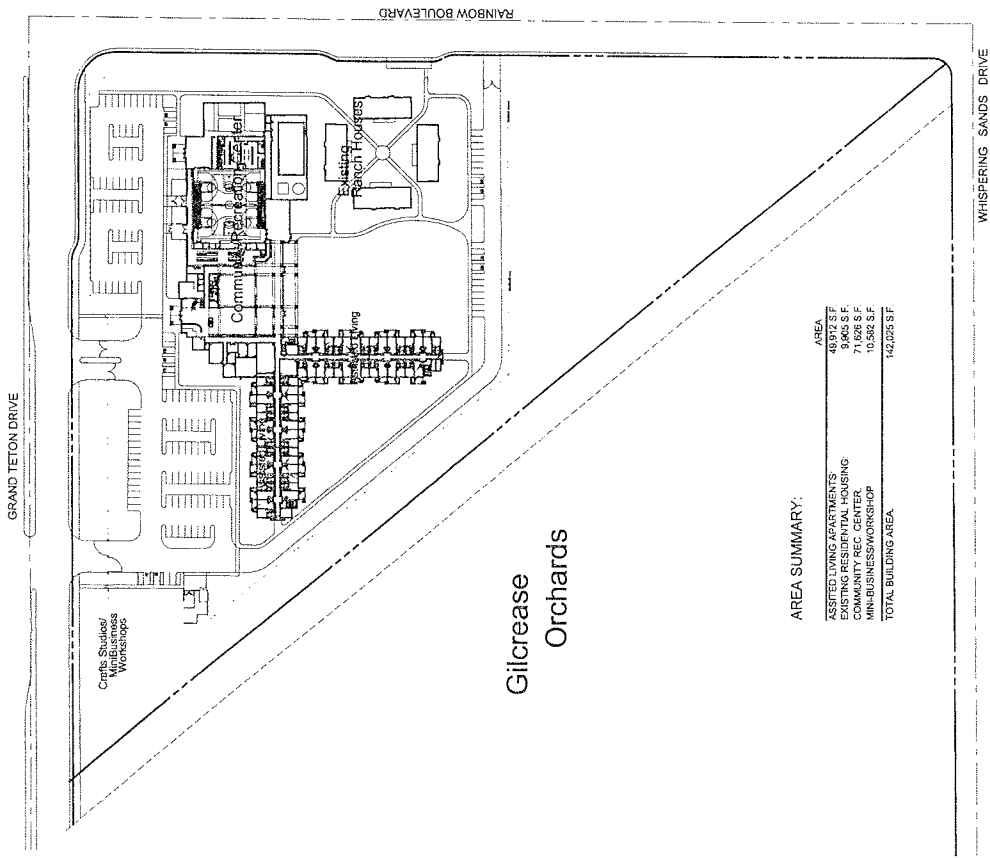
sheet no.	A1b
date	01/11/11
proj. no.	2010-10
drawn by	JDB
checked by	JDB



AREA SUMMARY:

	AREA
ASSISTED LIVING APARTMENTS	38,000 S.F.
MEDICAL FACILITY	2,304 S.F.
EXISTING RESIDENTIAL HOUSING	9,900 S.F.
COMMUNITY REC. CENTER	6,000 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA	122,557 S.F.

1 Site Plan (proposed)
no scale



AREA SUMMARY:

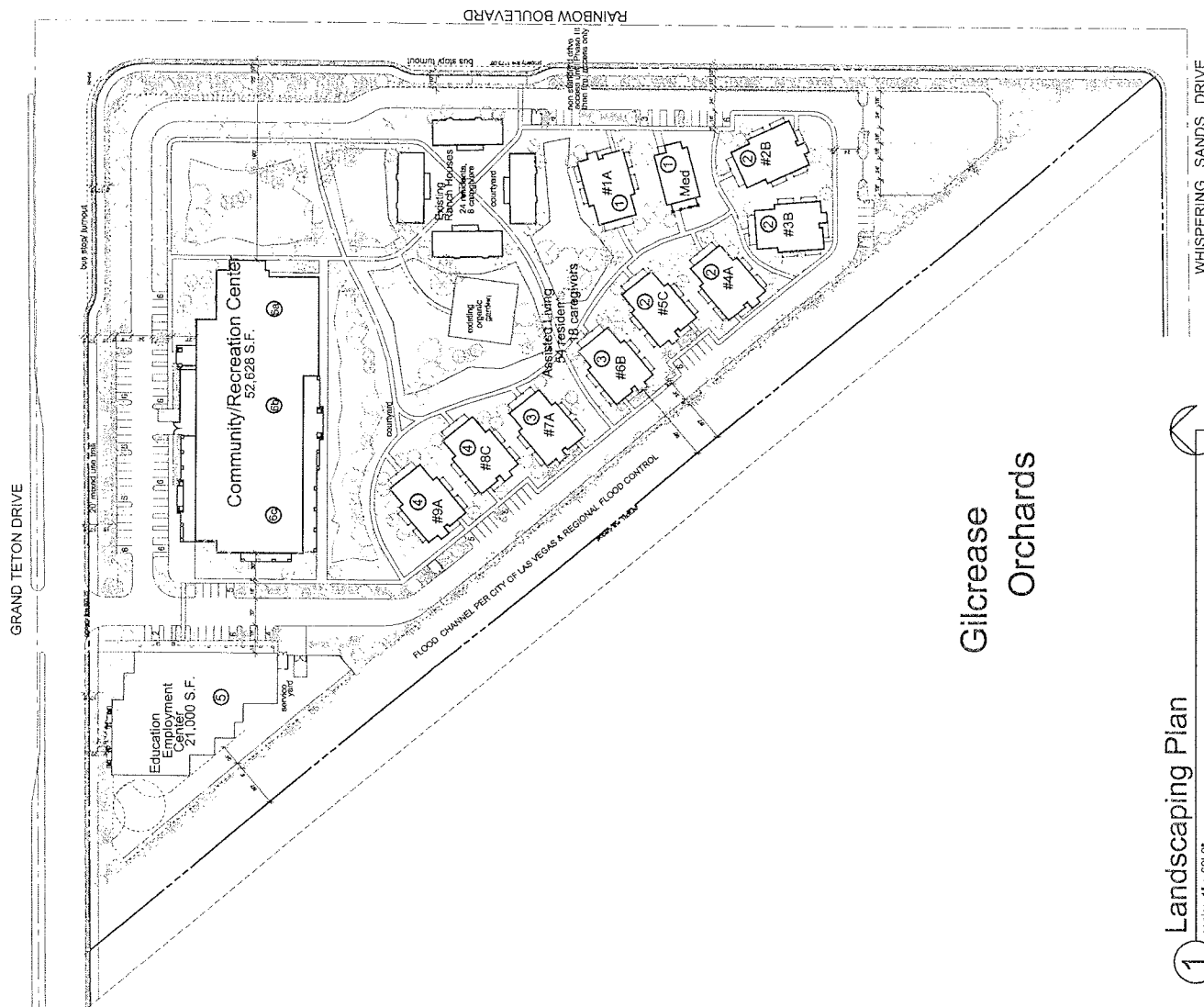
	AREA
ASSISTED LIVING APARTMENTS	48,912 S.F.
EXISTING RESIDENTIAL HOUSING	9,900 S.F.
COMMUNITY REC. CENTER	71,600 S.F.
EDUCATION EMPLOYMENT CENTER	10,000 S.F.
TOTAL BUILDING AREA	142,225 S.F.

2 Site Plan (previously approved)
no scale

landscape legend

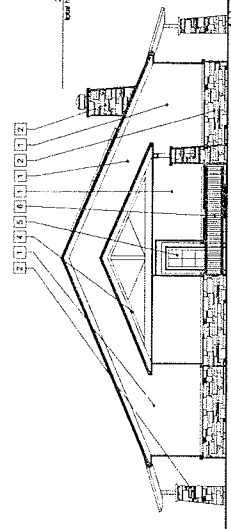
SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST	LARGE DECIDUOUS	24" box
	MEXICAN PALM VERDE	MEDIUM EVERGREEN	15 gallon
	CHITALPA	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER	MEDIUM EVERGREEN	15 gallon
	SHOESTRING ACACIA Nasella (Acacioides)	MEDIUM EVERGREEN	15 gallon
	PLANT TREE Yucca	MEDIUM EVERGREEN	15 gallon
	ARTIST'S SUMAC	LARGE EVERGREEN	24" BOX
SYMBOL	SHRUBS	SIZE	
	EVERGREEN EUCALYPTUS Eucalyptus laurocya	5 GAL	
	COMMON WINTER GREENER	5 GAL	
	TEXAS BURNER Leucophyllum Fraxinea	5 GAL	
	PEBBLY CASABA Catalpa binnendickii	5 GAL	
SYMBOL	GROUND COVER	SIZE	
	MEXICAN PRINCESE Desmodium illinoense	1 GAL G	
	FLORIDA SPANISH Clerodendron	18" GAL W	
	ICE PLANT	18" GAL W	
	BRASSICA CRUCIFERA BRASSICA CRUCIFERA	1 GAL G	
	BRASSICA CRUCIFERA Brassica crucifera	18" GAL W	

NOTE ALL INORGANIC LANDSCAPE
GROUND COVER TO BE MATCH THE LANDSCAPE
GRAVEL OF THE ADJACENT LOT

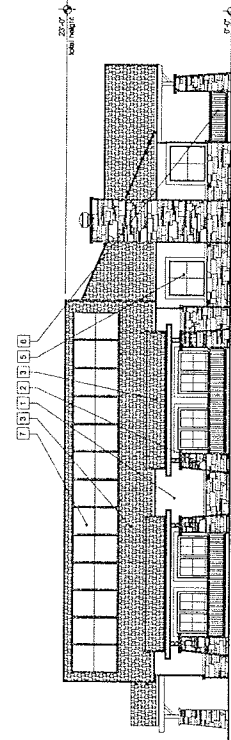


keynotes

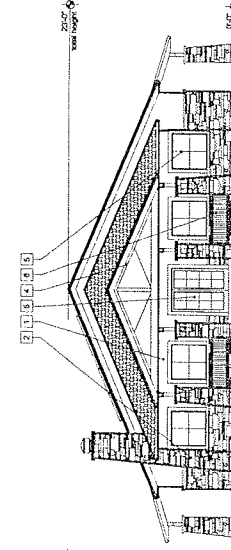
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2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSSE
5	PELTA DOORS-WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



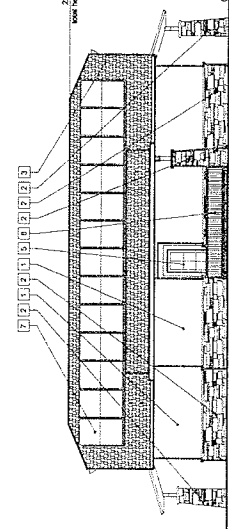
typical rear
Type C



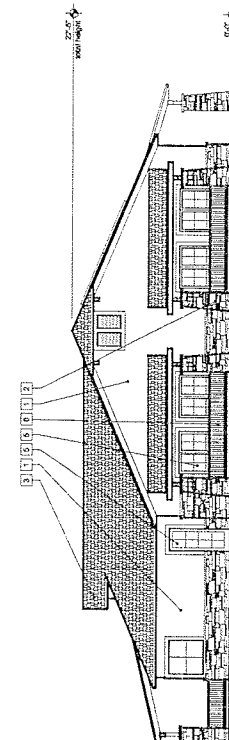
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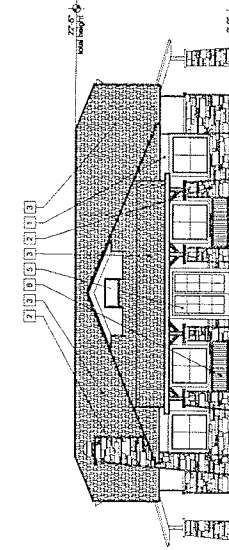
front



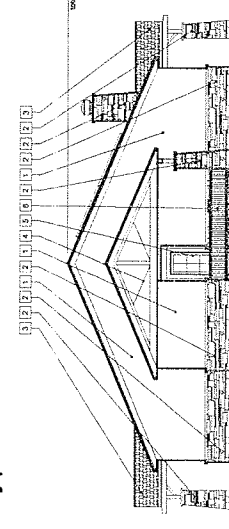
typical rear
Type B



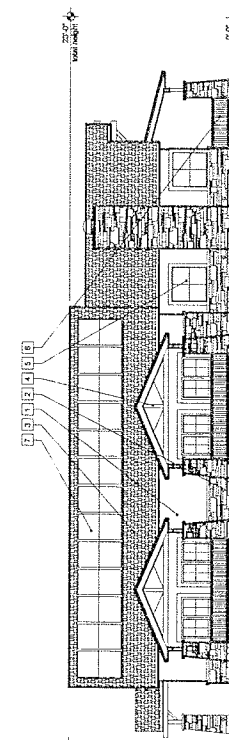
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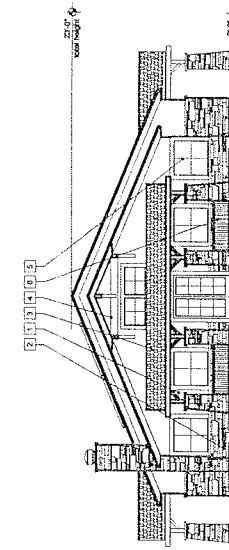
front



typical rear
Type A



side

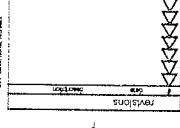


front

date	3/20/11
proj. no.	2010-43
drawn by	
checked by	

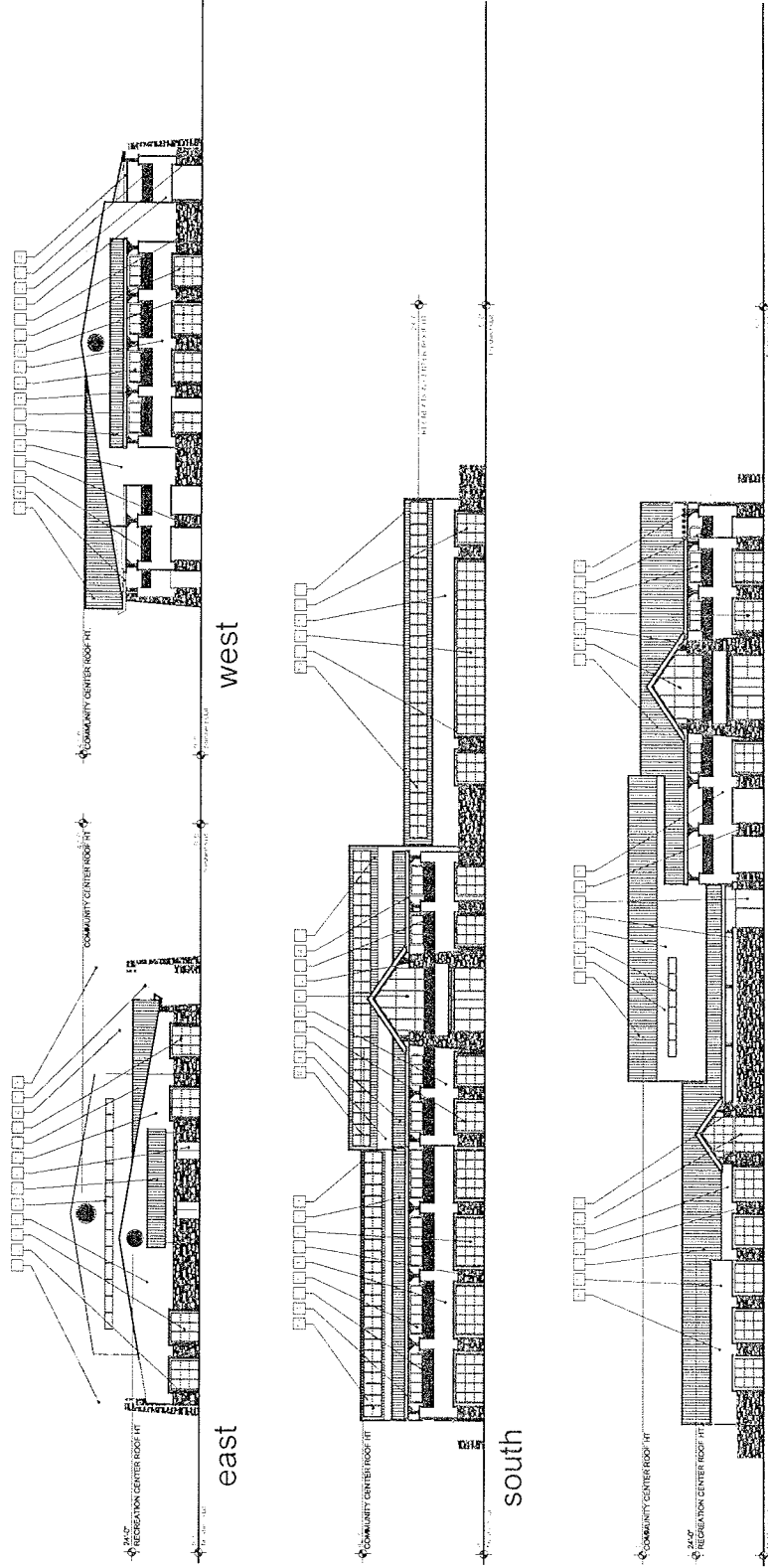
New Vista Community
Assisted Living Residential Units
Community & Employment Center
City of Las Vegas
Nevada

jd
architect



keynotes

#	DESCRIPTION	DATE
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3	3.00	10/1/10
4	4.00	10/1/10
5	5.00	10/1/10
6	6.00	10/1/10
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18	18.00	10/1/10
19	19.00	10/1/10
20	20.00	10/1/10



1 conceptual elevations
SCALE 1" = 20'-0"

Community/Recreation Center

A4

Sheet no.

date

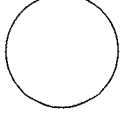
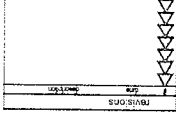
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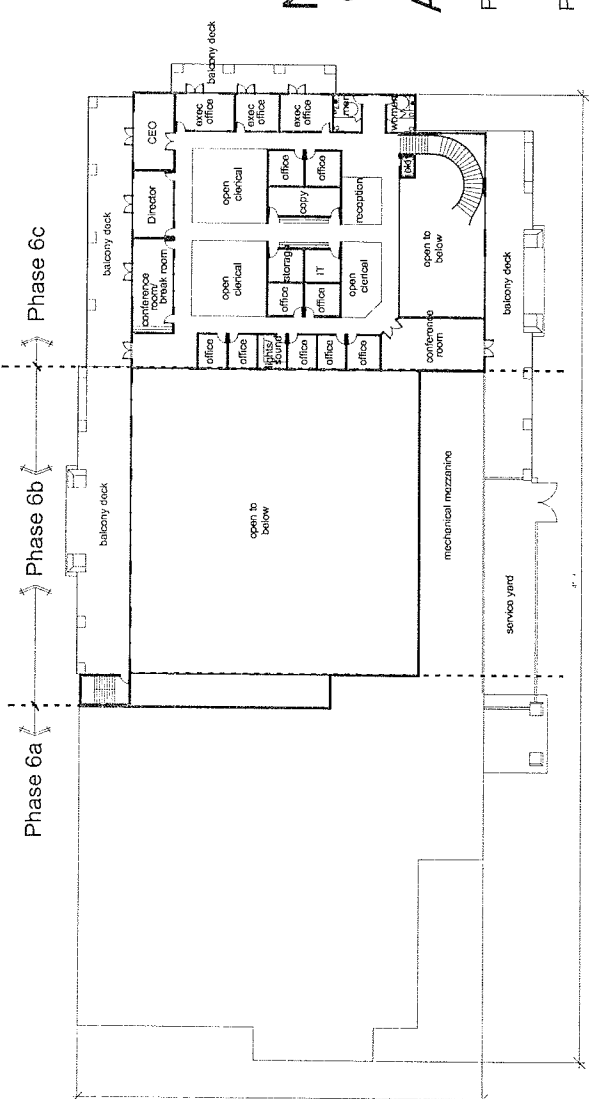
drawn by

check by

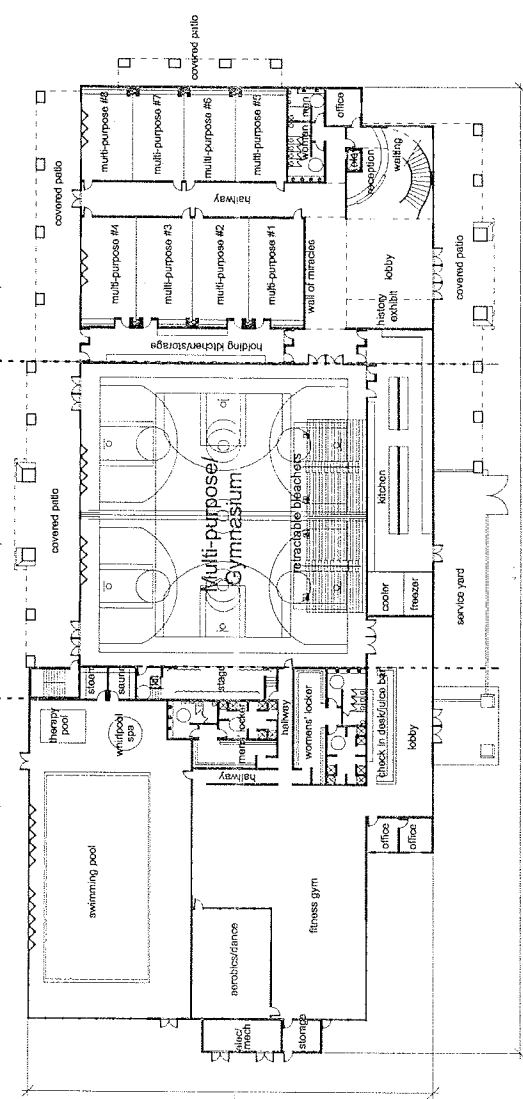
New Vista Community
Assisted Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas
Nevada

jdB
architect





Second Floor



First Floor

New Vista Community Community & Recreational Center

Area Summary

Phase 6a		
A	POOL/FITNESS/LOCKER ROOMS SNACK BAR/LOBBIES	16 904 S F
Phase 6b		
B	MULTI-PURPOSE GYMNASIUM	11 749 S F
C	KITCHEN	2 140 S F
SUBTOTAL		13 889 S F
Phase 6c		
D	LOBBY/RECEPTION/RESTROOMS/ MULTI-PURPOSE ROOMS/ HOLDING KITCHEN/STORAGE	11 910 S F
E	CORPORATE OFFICES	9 925 S F
SUBTOTAL		21 835 S F
COMMUNITY/REC CENTER BLDG TOTAL		52 628 S F

NOTE NO RETAIL USES ARE SHOWN



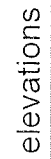
New Vista Community
Community & Recreational Center
Education & Employment Center
City of Las Vegas
Nevada

sheet no.	A5
date	
proj. no.	
draw. by	
checked by	

keynotes



21,000 s.f.



SCALE 1/16" = 1'-0"

9V

architect
pd

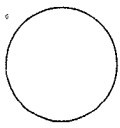
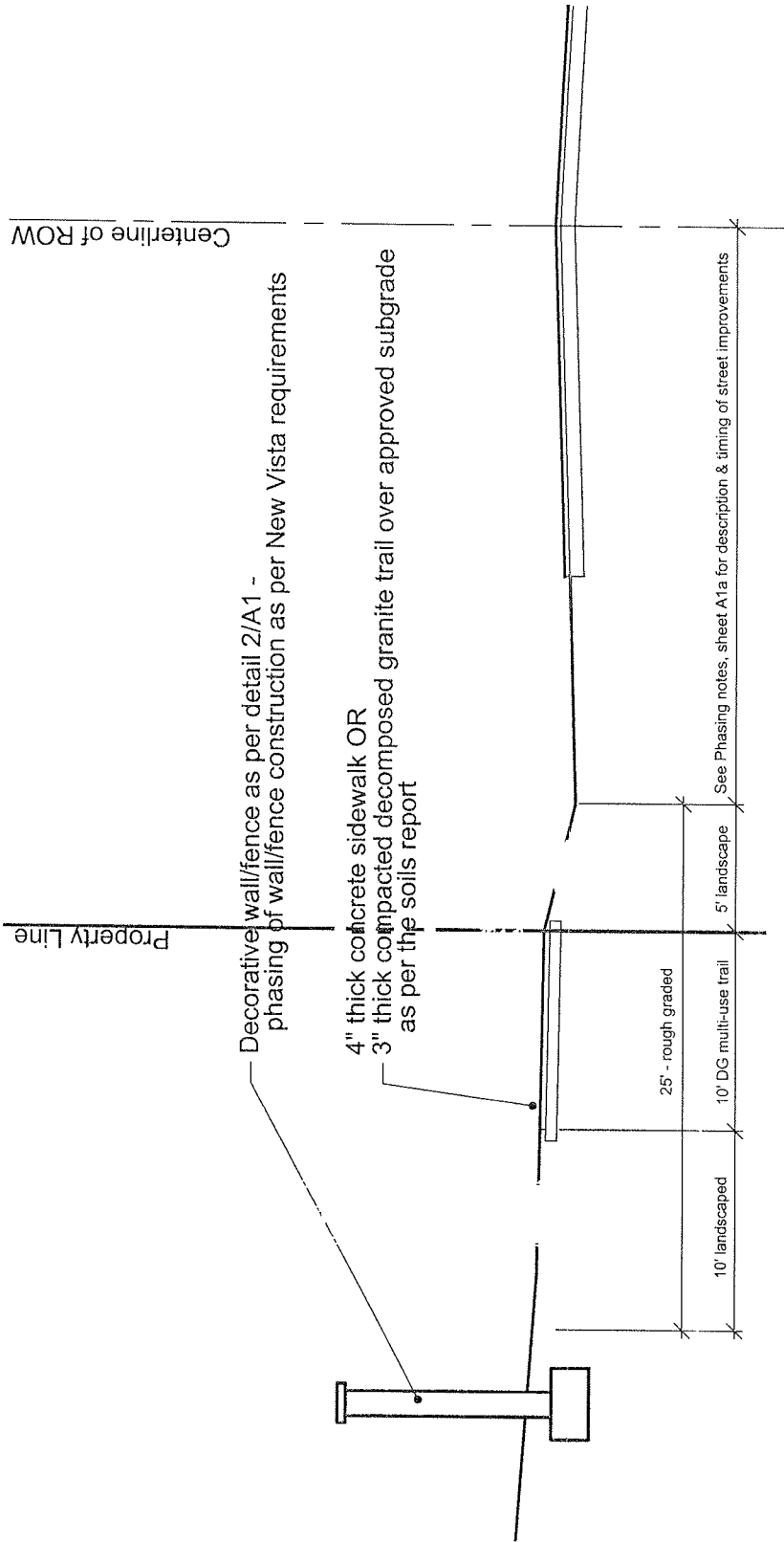


EXHIBIT D

Landscaping to be desert/drought tolerant as approved by the
City of Las Vegas



2

no scale

Non-standard rural multi-use trail

PERMANENT TRAIL

REFER TO MULTI-USE TRANSPORTATION TRAIL
ADOPTED JANUARY 16, 2002

EXHIBIT E

New Vista Ranch Traffic Summary

- The 56 additional units are anticipated to generate approximately 157 trips per day of which 10 trips are during the AM peak hour and 16 are during the PM peak hour based on the trip rates provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual
- The community Center/Recreation Center is anticipated to generate a maximum of 813 trips per day of which 17 trips are during the AM peak hour and 52 are during the PM peak hour based on the trip rates provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual
- The site is not expected to generate a significant amount of traffic to the surrounding roadways
- The site is served by two arterials which should have adequate capacity to handle the low volume of traffic generated by this development
- The two driveways are located away from the Rainbow/Grand Teton intersection and should provide adequate access and circulation for the development
- The City may require a traffic impact study to analyze the traffic impacts from this development
- The City may impose a traffic signal impact fee. Based on the number of units and square footage proposed this could be on the order of \$25,000

The preliminary traffic analysis provides an evaluation of the of the traffic conditions and impacts for a proposed expansion to the New Vista Ranch located on the southeast corner of Rainbow Boulevard and Grand Teton Drive. The proposed expansion includes 50 additional assisted living housing units and a 140,000± square foot Community/Recreation Center.

The average daily traffic volume and the AM and PM peak hour volumes generated by the additional assisted living units and community/recreation center have been estimated based on the trip rates for Assisted Living Units (ITE Code 254) and Multi-Purpose Recreation Facility (ITE Code 435) provided in the Institute of Transportation Engineers (ITE) Trip Generation, 7th Edition. The proposed expansion is estimated to generate 27 morning peak hour trips and 63 evening peak hour trips as summarized in the following table.

TRIP GENERATION

Land Use	Size	24 Hour Volume	AM		PM	
			Enter	Exit	Enter	Exit
Assisted Living (ITE Code 254)	56 Occupied Beds	153	7	3	8	8
Multi-Purpose Recreation Facility (ITE Code 435)	9 Acres	813	0	5	36	36

As shown in the above table, this expansion is expected to generate very little traffic. The residents of the assisted living units do not drive and many of the community/recreation center users are on-site. The following conclusions and recommendations are provided based on this preliminary analysis.

- The expansion is not expected to generate a significant amount of traffic to the surrounding roadways.
- The site is served by two arterials which should have adequate capacity to handle the low volume of traffic generated by this development.
- Two driveways are proposed to be located on Grand Teton Drive and should provide adequate access and circulation for the development.
- The City may require a traffic impact study to analyze the traffic impact from this development.
- The City may impose a traffic signal impact fee. Based on the number of units and square footage proposed, this could be on the order of \$25,000.

REFER TO CITY OF LAS VEGAS MASTER PLAN OF STREETS AND HIGHWAYS

Last Revised October 04, 2006 MSH-13509

EXHIBIT F

December 18, 2006
W O # 6730

Mr. John Burke
John David Burke Architect
3471 West Oquendo Road, Suite 307
Las Vegas, Nevada 89118

RE NEW VISTA RANCH (GRAND TETON / RAINBOW) DRAINAGE

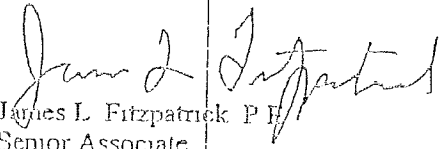
Mr. Burke

On December 12, 2006 I met with the City of Las Vegas Flood Control Current Planning and Development Coordination staff to discuss this project. The purpose of the meeting was to discuss the existing drainage conditions for this site and adjacent properties and the impact this proposed project would have on the existing conditions.

The City of Las Vegas staff emphasized that the development of this site would need to be done in such a manner that downstream properties would not be negatively impacted by this project. The following discussion summarizes those existing conditions and develops the concept of the design which achieves that objective. It outlines how this site can be developed at this time and return flows to historic conditions downstream of this site.

Sincerely,

VTN Nevada


James L. Fitzpatrick P.E.
Senior Associate

cc Jim Thomas / VTN Nevada

NEW VISTA RANCH DRAINAGE ANALYSIS

EXISTING CONDITIONS

The City of Las Vegas Northwest Neighborhood Study Phase 2 determines the existing and future 100 year flows which impact this site. Figures E-13 and F-13 from that report are attached. They show that 1316 cfs and 669 cfs will be carried by Grand Teton and Rainbow in the existing condition. This will necessitate that all buildings or floodwalls adjacent to Grand Teton be constructed approximately 3.6' (1.5' freeboard plus 2.1' depth of flow) above the flow line. Similarly, all buildings or flood walls adjacent to Rainbow will need to be constructed 3.1' (1.5' freeboard plus 1.6' depth flow) above the flow line. This is the standard required by the City of Las Vegas.

There is an existing channel / flow path along the westerly property line of this site which routes 3070 cfs in the existing condition from Grand Teton to the Whispering Sands / Rainbow intersection. In the future a CCRFCD facility will be constructed at this location to carry 3891 cfs.

For analysis purposes, the existing condition 3070 cfs will be utilized to determine the existing limits of this flow path. The existing condition peak flow was utilized since the City of Las Vegas Northwest Neighborhood Study uses developed condition flow rates for this case. The future flow rate will only occur once all upstream CCRFCD improvements are in place which routes additional flows to this channel. Those improvements can't be constructed until the CCRFCD facilities are constructed adjacent to and extended downstream from this site. Therefore, the 3020 cfs flow was utilized to determine the width of the current flow path along the west property line of this site.

The results of the existing condition analysis are shown on the attached Exhibit ECFP. The width of the flow path varies from 200' to 1200'. It is noted that the flow path crosses into the Whispering Sands R.O.W. approximately 1350' west of the center line at Rainbow and into the Rainbow R.O.W. approximately 200' north of the centerline at Whispering Sands.

As Exhibit ECFP demonstrates, this flow path has a width of over 1000' at the downstream end of this project. The existing properties south of Whispering Sands and along Rainbow Boulevard currently are significantly impacted by this approximately 3000 cfs of flow prior to the construction of this site.

PROPOSED CONDITIONS

As previously discussed, the proposed structures adjacent to Grand Teton and Rainbow will need to be elevated or protected by floodwalls up to 1.5' above the calculated water surface in those streets.

The design of conveyance facilities along the west property line of this project will need to maintain the existing conditions outlined above. This will be accomplished by widening the bottom width of the existing earthen channel adjacent to the northwestern portion of this site and spreading out the flow adjacent to the southwestern portion to match existing conditions as it crosses into Whispering Sands and Rainbow R.O.W.

One issue needs to be understood upfront: it is not possible to construct the adjacent future CCRFCD facility at this time since it would have no downstream discharge. In addition, these interim facilities will have to return the flow to existing ground elevation at the perimeter of this site.

This project is being divided into phases for the purpose of this analysis. The northern 2/3 of the site will be developed at this time. The southern 1/3rd of the site will be utilized for "overflow event" parking and to distribute the flow to maintain historic conditions. After construction of CCRFCD facilities, the southern 1/3 of the site can be completely developed.

In order to maintain historic conditions, it will be necessary to widen the bottom width of the existing channel in the existing 100' easement for the future CCRFCD facility. This widening of the bottom of the channel will compensate for the filling of the portion of the existing flow path located within this site. A typical section of this interim channel facility, Exhibit ICF, is attached. This channel section was added to the existing cross section to determine the width of the flow path after construction of this project shown on Exhibit FCFP.

It should be noted that the interim channel will remain earthen except for the armoring of the east bank to prevent potential damage to the proposed buildings. It was decided to leave the rest of the channel / flow path as existing or earthen condition. If it were to be improved, that would result in potentially increasing the velocity of discharge on the existing downstream residences. It should be noted that the discharge velocity in both the existing and proposed condition analysis is less than 5 fps which is considered nonerosive.

An interim berm will be utilized in the southern portion to provide an eastern limit in the proposed condition to expand the flow back to historic discharge locations and conditions. In addition, this berm will provide protection for the interim "event overflow" parking area in the southern portion of this site. If the interim berm is damaged during any storm event, the property owner will need to restore it to maintain protection for this interim parking area.

ONSITE DETENTION

At previous public meetings for this project it was suggested that some form of a detention basin be constructed in the southern portion of this site. As discussed at recent meetings with the City of Las Vegas staff members, due to the size of land available and

since no downstream underground drainage system exists, this onsite detention would probably result in no effective reduction of the existing flow impacting downstream property

It is acknowledged that an onsite basin could be incorporated into the "event overflow parking lot". However, this basin would have an "at grade" outlet structure. These type of small "at grade" detention facilities have a potential of becoming a public nuisance. It would be similar to in design to the detention basin which was constructed in the Los Prados subdivision just west of Decatur. The City of Las Vegas received numerous complaints about that facility for years. It is suggested to allow the City of Las Vegas Flood Control staff to determine if an onsite detention facility is necessary at the time a technical drainage study is prepared. That determination to be based on impact of development of this site has on the entire basin drainage system.

REFER TO CITY OF LAS VEGAS NORTHWEST NEIGHBORHOOD STUDY PHASE 2

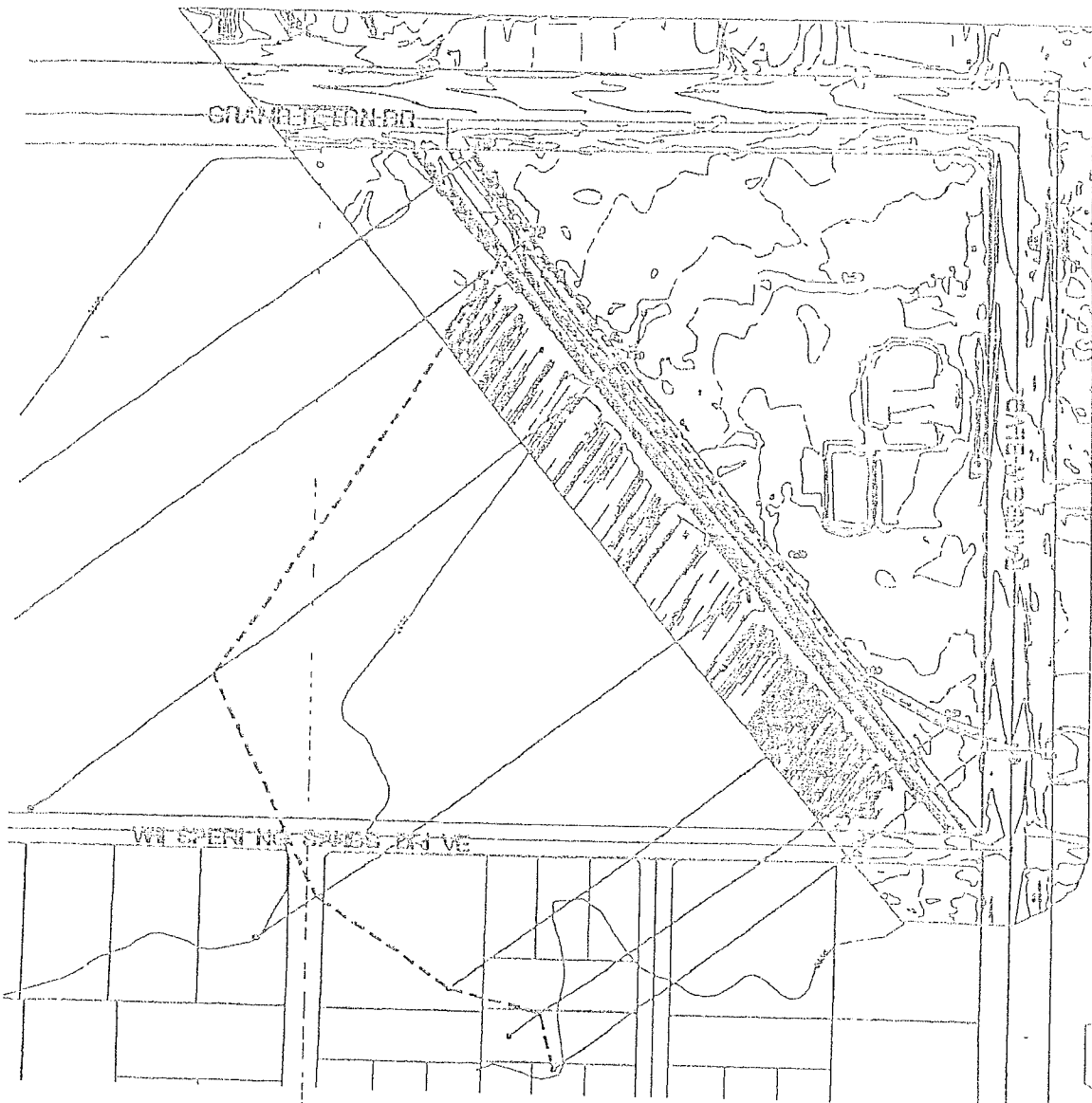
EXISTING DRAINAGE CONDITIONS

PHOTO DATE SEPTEMBER 1998

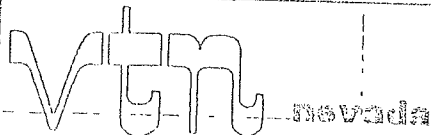
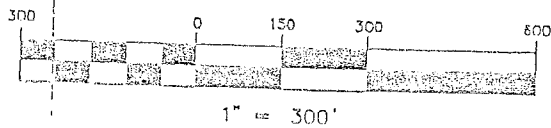
REFER TO CITY OF LAS VEGAS NORTHWEST NEIGHBORHOOD STUDY PHASE 2

FIGURE F13

FUTURE DRAINAGE CONDITIONS



GRAPHIC SCALE



2727 S RAINBOW BOULEVARD
LAS VEGAS NEVADA 89146-5145

NEW VISTA RANCH

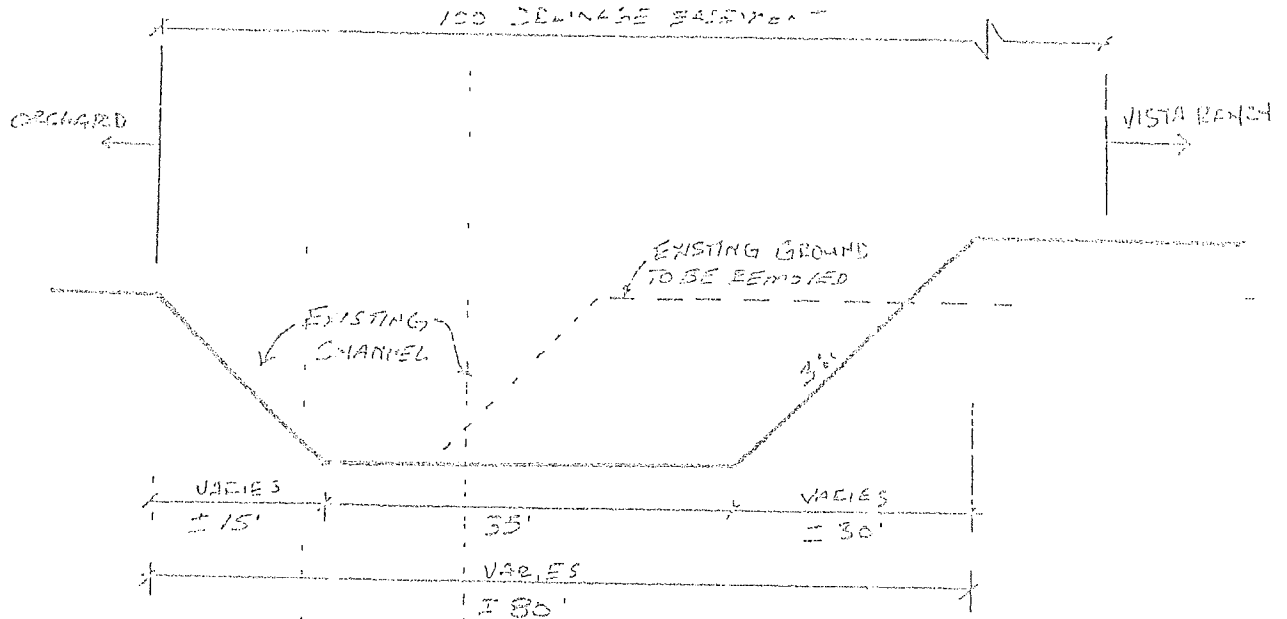
EXHIBIT FCFP

SCALE	HORZ	1"=300'
	VERT	N/A
WO NO	6730	
DRAWN BY	MDH	
DATE	DEC 2006	
SHEET	OF	

EXHIBIT CCF

NEW VISTA RANCH

WO# 6730



INTERIM CHANNEL

EXHIBIT G

Berridge Standing Metal Seam Roof
Color: Hemlock Green

Stucco Finish

Paint Color:
'Frazee' Paint "9385D Brick Rose"

Accents / Plant-ons
'Frazee' Crystal Ball - 8780W

Split Faced CMU : Cultured Stone
Shale Pro-Ft Ledgesone (PF-8016)

Accents
'Frazee' - Custard

Storefront: White Kymar

Glass: Evergreen Tint

NEW VISTA COMMUNITY

GPA-16578 ZON-16580
SDR-16581 REVISED
10/19/06 PC



065923

February 8, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

DOUGLAS A. SELBY
CITY MANAGER

Ms. Kelly Deguzman
New Vista Ranch, Inc.
3085 South Valley View Boulevard
Las Vegas, Nevada 89102

RE: SDR-16581 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 7, 2007
RELATED TO GPA-16578 AND ZON-16580

Dear Ms. Deguzman:

The City Council at a regular meeting held February 7, 2007 APPROVED the request for a Site Development Review FOR A PROPOSED TWO-STORY, 56-UNIT ASSISTED LIVING APARTMENT DEVELOPMENT WITH A 43,283 SQUARE-FOOT COMMERCIAL AMUSEMENT/RECREATION (INDOOR) FACILITY, 3,024 SQUARE FEET OF MEDICAL OFFICE SPACE, AND 1,382 SQUARE FEET OF RETAIL SPACE on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), U (Undeveloped) Zone [DR (Desert Rural Density Residential) Master Plan Designation] [PROPOSED: PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development) Zone]. NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. The Notice of Final Action was filed with the Las Vegas City Clerk on February 8, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-16578) and Rezoning (ZON-16580) shall be required.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 10/30/06, except as amended by conditions herein.
4. The Site Plan must incorporate the amended design standards set forth in the zoning
5. The site plan shall be revised in accordance with the master development and standards agreement as approved.

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

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

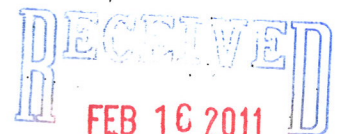
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CLV 7009

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SDR-40980

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6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: The applicant shall provide an additional 47 trees in the parking lot area; an additional 50 trees in the perimeter landscape buffer along the right-of-way; and an additional 54 trees in an eight-foot wide landscape buffer along the eastern edge of the flood control channel.
7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

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SDR-40980

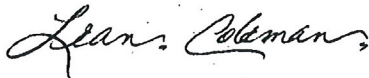


Ms. Kelly Deguzman
SDR-16581 – Page Three
February 8, 2007

Public Works

15. Gated access driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.
16. Landscape and maintain all unimproved rights-of-way, if any, on Grand Teton Drive and Rainbow Boulevard adjacent to this site.
17. Submit an Encroachment Agreement for all landscaping, if any, located in the Grand Teton Drive and Rainbow Boulevard public rights-of-way adjacent to this site prior to occupancy of this site.
18. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
19. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
20. Site development to comply with all applicable conditions of approval for ZON-16580 and all other applicable site-related actions.
21. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,



Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk

cc: See Attached Llist

ROC-40981
SDR-40980

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Ms. Kelly Deguzman
SDR-16581 ~ Page Four
February 8, 2007

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

Mr. John Burke
3471 West Oquendo Road, Suite #301
Las Vegas, Nevada 89118

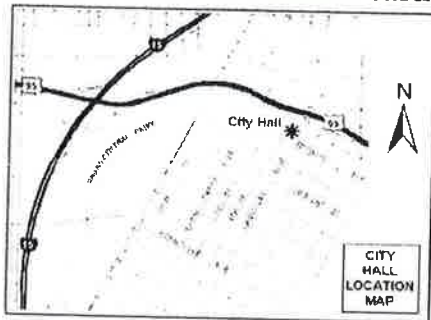
Ms. Tabitha Keach
KKBR&F
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

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ROC-40981
SDR-40980

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐

I SUPPORT
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Planning Commission Meeting of 7/12/2011



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12515711007 Case: ROC-40981
MAGUINNESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

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Planning Commission Meeting of 7/12/2011



12515212026 Case: ROC-40981
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

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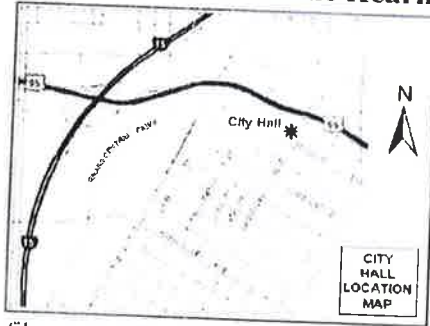
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Planning Commission Meeting of 7/12/2011

12514110024 Case: ROC-40981
HOBBS DARRELL R & DIANA R
7868 GARDEN STREAM CT
LAS VEGAS NV 89131-2245

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Planning Commission Meeting of 7/12/2011

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KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

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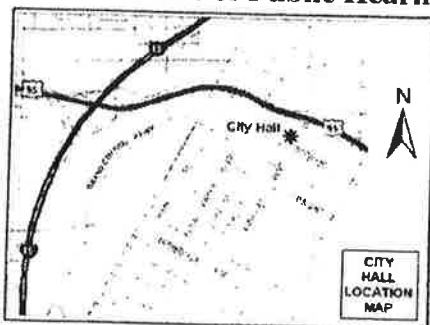
12515712002 Case: ROC-40981
VARGAS JOSE G
6813 VIA LOCANDA AVE
LAS VEGAS NV 89131-0127

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City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



12510814028
 CHAO-WANG TRUST
 33798 TRAILSIDE WY
 UNION CITY CA 94587-4368

Case: ROC-40981

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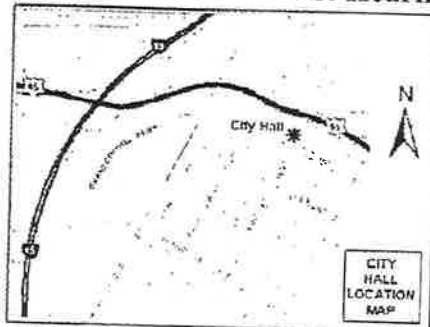
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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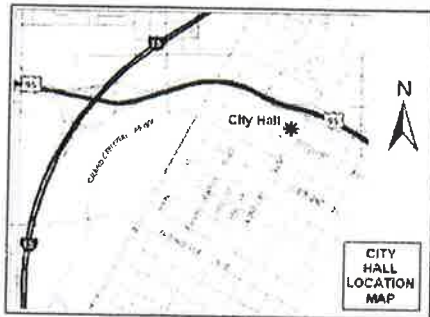
Planning Commission Meeting of 7/12/2011

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Case: ROC-40981
12515712015
MARTINEZ NORMA J & RICARDO A JR
6804 VIA COSTA BELLA AVE
LAS VEGAS NV 89131-0130

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



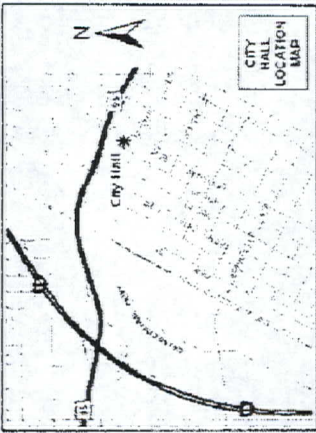
12514105012 Case: ROC-40981
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

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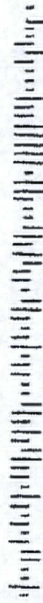
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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

12515712023 Case: ROC-40981
DURELL WILLIAM & JANET FAM TR
7509 VIA FIORENTINO ST
LAS VEGAS NV 89131-0129



66 090714 1 1 23494

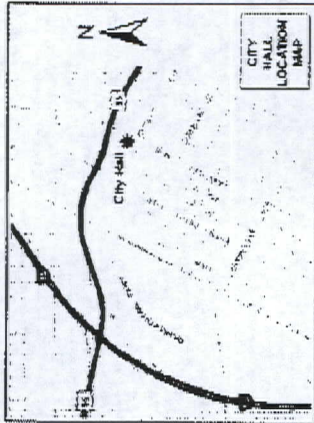
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.
ROC-40981 & SDR-40980
Planning Commission Meeting of 7/12/2011

12515402005
MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326
Case: ROC-40981



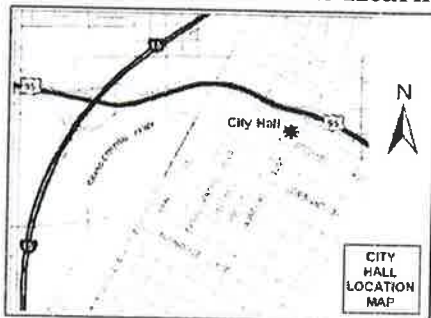
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

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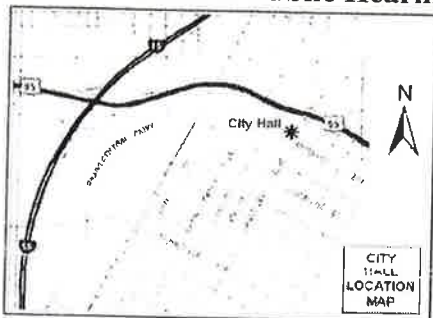


Case: ROC-40981
12515212005
GROVES JOHN G & JANE L
7740 TAMWORTH CT
LAS VEGAS NV 89131-4127

31-32
A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
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I OPPOSE
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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



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JUL 12 2011

Case: ROC-40981
12515810050
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

31-32
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Jul. 5. 2011 11:14AM

No. 0170 P. 2

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



12514110007
EAGLE RANCH 3 L L C
801 S RANCHO DR #E-4
LAS VEGAS NV 89106-3812

Case: ROC-40981

20110705 11:14 AM



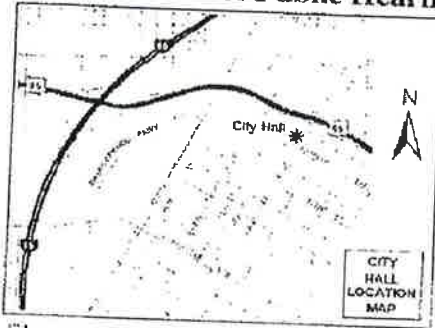
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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I SUPPORT
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I OPPOSE
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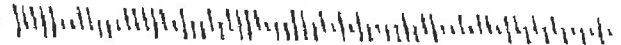
ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011

12515211022
TRIPP JAMES R & CONNIE J
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

Case: ROC-40981

55 070711 03131



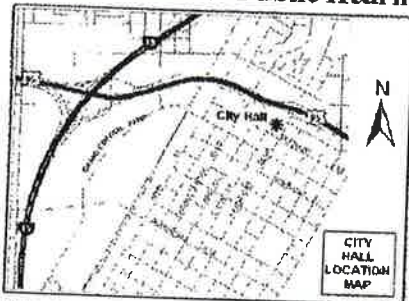
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JUL 06 2011

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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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I OPPOSE
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ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



12510714014 Case, ROC-40981
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

75 DPDFN11 89136



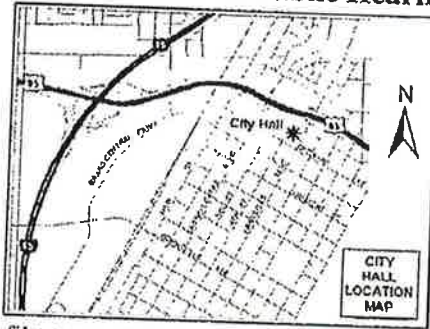
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City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



12515405016
 SMITH PAMELA T
 7240 N MONTE CRISTO WY
 LAS VEGAS NV 89131-3334

Case: ROC-40981

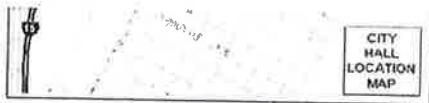
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JUL 11 2011

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

ROC-40981 & SDR-40980

Planning Commission Meeting of 7/12/2011



12510818008

Case: RQC-40981

MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

31-32
A

ES 070711 03131



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - SDR-40980 - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-41437 AND ROC-40981 - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-16581) TO DIVIDE TWO LARGE BUILDINGS INTO NINE SMALLER BUILDINGS FOR A 78-UNIT ASSISTED LIVING COMMUNITY on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

C.C. 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

8

City Council Meeting

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APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

9

City Council Meeting

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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

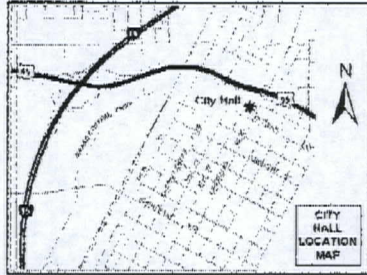
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

City of Las Vegas

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

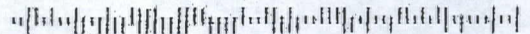
VAR-41882

Planning Commission Meeting of 7/12/2011



12524511031 Case: VAR-41882
CROCKER RAYMOND L & TERRI LYNN
7070 ST LUCIA ST
LAS VEGAS NV 89131-1008

66 DREFN11 65101



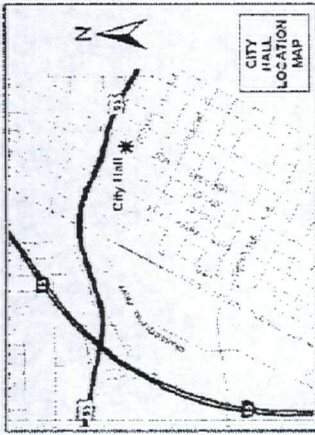
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JUL 07 2011

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City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



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☐ I SUPPORT
 this Request

☒ I OPPOSE
 this Request

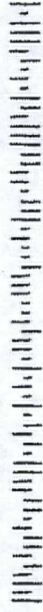
Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011

12524511033
 YOUNG JOSEPH D & NANCY A
 7042 SAINT LUCIA ST
 LAS VEGAS NV 89131-1008
 Case: VAR-41882

66 DRCP44 89191



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City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐

I SUPPORT
this Request

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I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



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JUL 12 2011

12524511016 Case: VAR-41882
KAMINAGA ROBERT S & CHARLOTTE
7143 ST LUCIA ST
LAS VEGAS NV 89131-1005

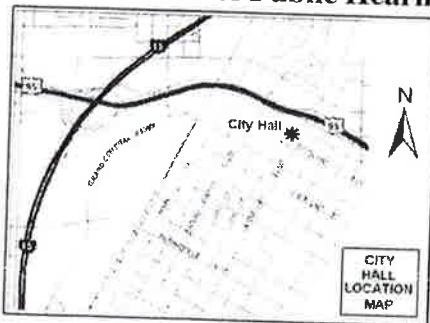
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66 DDDFN11 89101



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐

I SUPPORT
this Request

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I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



This will be an eyesore
on a major street leading
to many homes.

12524511055 Case: VAR-41882
DODRILL COLT B & SHERRY L
7036 WILD WAVE DR
LAS VEGAS NV 89131-1009

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JUL 12 2011

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66 DDDFN11 89101



City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request

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I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



12524510070 Case: VAR-41882
WHITFIELD JAMES B & ANN A
7160 SEA ORCHARD ST
LAS VEGAS NV 89131-1007

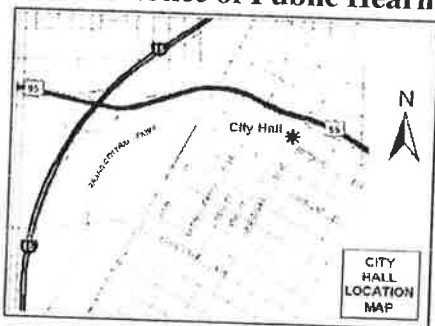
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request

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I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



12524510067 Case: VAR-41882
ISHIKAWA WALTER T & FRANCES K
4025 KOKO DR
HONOLULU HI 96816-4308

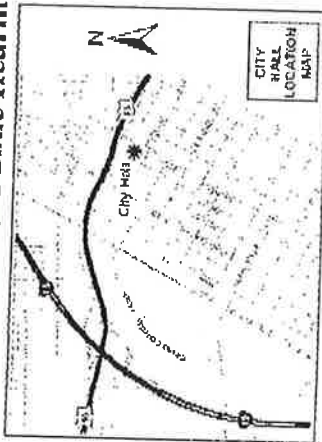
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SUPPORT
this Request

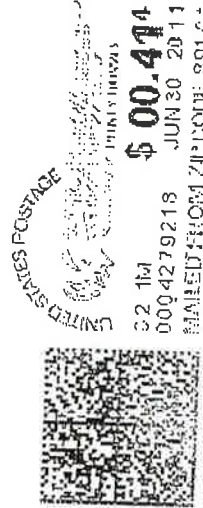
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OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



12513411031 Case: VAR-41882
AGUI TRUST CREDIT TRUST
4974 NATURE QUEST CT
LAS VEGAS NV 89149-5257

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89105

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011



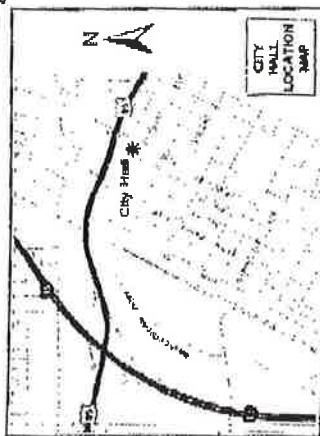
12513411049
Case: VAR-41882
STYLVESTER MICHAEL C & RAE LYNN
5431 BASSET HOUND AVE
LAS VEGAS NV 89131-2746

ES DRAFT 88131



City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-41882

Planning Commission Meeting of 7/12/2011

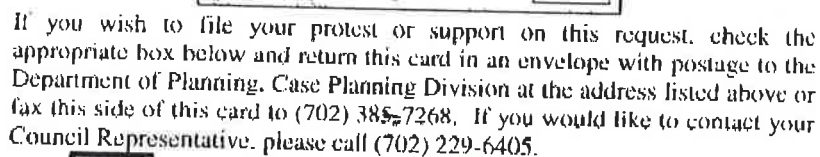
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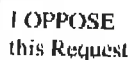


12524510034
 WITKOWSKI ED & KAREN
 7025 RED TIDE DR
 LAS VEGAS NV 89131-1018
 Case: VAR-41882

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I SUPPORT
this Request

**VAR-41882**[illegible]

Case: VAR-41882

39P



City of Las Vegas
 Department of Planning
 Development Services Center
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I SUPPORT
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I OPPOSE
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VAR-41882

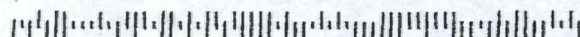
Planning Commission Meeting of 7/12/2011

12524110004

Case: VAR-41882

WILLARD MICHAEL L & DAWN REV TR
 7158 PAINTED PARADISE ST
 LAS VEGAS NV 89131-2851

55 DPDFN11 69131



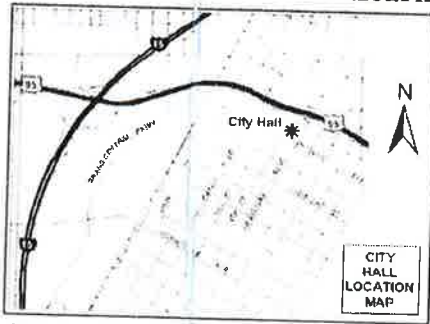
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JUL 07 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

VAR-41882

Planning Commission Meeting of 7/12/2011

66 0707411 89131



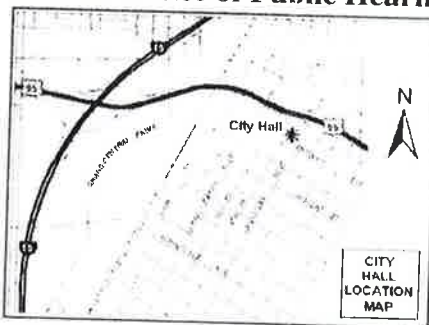
12524510024
CRUMPTON BRADLEY W
7120 WILD WAVE DR
LAS VEGAS NV 89131-1010

Case: VAR-41882

39A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
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I OPPOSE
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VAR-41882

Planning Commission Meeting of 7/12/2011

66 0707411 89131



12524511014
MCMURRY KIMBERLY S & RODNEY C
7115 ST LUCIA ST
LAS VEGAS NV 89131-1005

Case: VAR-41882

39A

James & Elaine Kosbie

7184 Saint Lucia Street
Las Vegas, NV 89131-1005
(702) 818-3992
jkosbie@cox.net

July 7, 2011

City of Las Vegas,
Department of Planning
Case Planning Division (VAR-41882)
333 North Rancho Drive 3rd Floor
Las Vegas, Nevada 89106

RECEIVED

JUL 11 2011

REF: VAR-41882

Gentlemen:

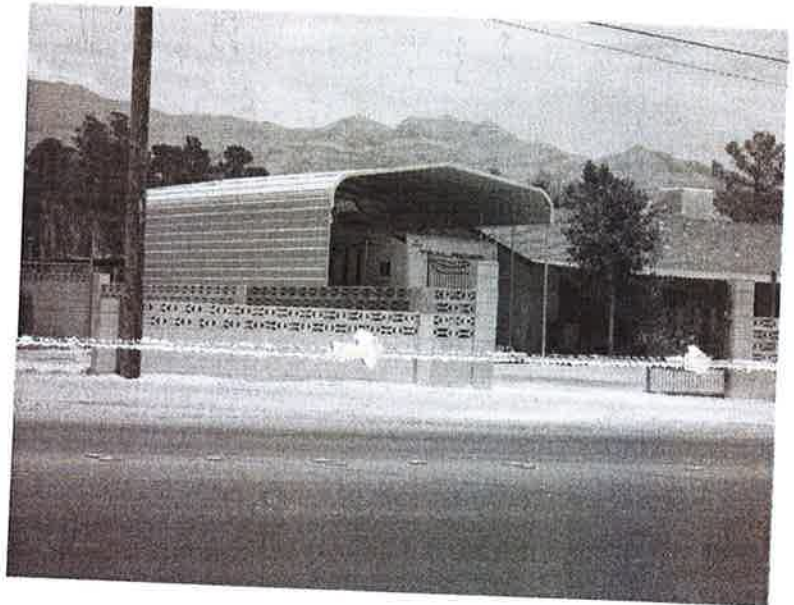
I am unable to attend the planning commission meeting of 7/12/2011. I would like to voice my **strong opposition to VAR-41882.**

Unfortunately, our Home Owners Association has its annual meeting scheduled at the same time and as a director of Paradise Meadows Home Owners Association I am required to attend. This conflict affects the ability of all of the home owners in our HOA to attend this hearing.

The request to allow the huge metal structure should be denied!

The structure is way too large. It is too close to the street. It is constructed using non conforming design and materials. All of these combine to make the structure aesthetically unacceptable.

In addition to the unacceptable visual impact the structure has on the entire block, it does not conform to several code requirements. It is too large, too high, too close to the house, too close to the street, constructed with inappropriate materials. The structure was installed without the required permits and violates existing setbacks.



This structure is very close to the entrance to our development and granting the several variances that are required to keep this huge illegal structure would lower the value of my home and each of the 138 homes located in the Paradise Meadows Home Owners Association.

Please require the removal of this structure.

Yours truly,

James L. Kosbie
James L. Kosbie

39P

Paradise Meadows Homeowners Association

C/O Community Management Group
3360 West Sahara Avenue Suite 200, Las Vegas, Nevada 89102
Telephone (702) 942-2500 Facsimile (702)942-2510

July 7, 2011

Department of Planning, Case Planning Division
333 N Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Re: Variance Request Response
VAR41882

Dear Planning Division Board:

This letter comes to you on behalf of the Paradise Meadows Homeowners Association Board of Directors. Please consider this letter and the reasons contained within it while making your decision on this proposed zone variance. While the Board as well as some homeowners would like to be in attendance on the night of the meeting, we have our annual and regular HOA meetings scheduled for the same date and time so we are unable to attend.

As you already are aware, we are an HOA, and like any other HOA, we have guidelines in place that govern the overall appearance and maintenance obligations of the community. One of the main reasons HOA's have these kinds of rules is to maintain and enhance the appearance of the properties as well as those properties' values. These aesthetic features that we value on the inside of the property extend to the perimeter of our property as well. The exterior landscape of our community looks just as clean and attractive as any front lawn in the community if not better. This helps keep our values up and also brings curb appeal to the entire area that we share with other homes and communities.

There are many HOA's along the streets we share that are in close proximity to the address requesting the zone variance for the metal shed that you are reviewing. Together, all of the HOAs work to keep the outsides of their communities attractive, upkeep the bridal paths, and work together as a team to accomplish a common goal of making the neighborhood in general as attractive and desirable as possible.

While it is understood that the home asking for the zone variance is not in an HOA and, thus, is not governed by those same rules, it is our hope that you will take into consideration that regardless how many HOAs and proud homeowners that aren't in HOAs take care of their property well, it only takes one area not being held to that same standard to really detract from the entire neighborhood in general.

In reviewing the zone variance request, it is clear that the square footage of this structure is not even close to what the current maximum is. The sheer massive size of this structure and the materials in which it is constructed can turn what is zoned a residential area into what appears to be a U-Haul or storage lot for lack of a better term.

Again, it is our request that this variance be denied for all of the reasons listed above. As neighbors, a community has to stick together and take care of each other, and sometimes that requires tough decisions such as this. We ask that you please take these thoughts into consideration in your decision.

Thank you for your time,

Paradise Meadows Homeowners Association
Board of Directors

RECEIVED

JUL 12 2011



**COMMUNITY
MANAGEMENT GROUP**

COMMUNITY MANAGEMENT GROUP

3360 W. Sahara Ave. Suite 200 Las Vegas, NV 89102

Telephone: 702.942.2500 | Facsimile: 702.942.2510

www.cmg-hoa.com | info@cmg-hoa.com

39P
103

I Brent Conrad am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5336 EIKHORN
LAS VEGAS, NV

(Owner)
Signature [Signature] Date 5.17.11

(Print Name) BRENT CONRAD

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MAY 24 2011
VAR-41882
A

I Brandon Conrad am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5325 Solar Ave.

Las Vegas, NV 89131

(Owner)  Date 5 / 17 / 11

(Print Name) Brandon Conrad

RECEIVED
MAY 24 2011

VAR-41882

A

I Sharon M. Carder am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5324 Elkhorn Rd.
LV, NV. 89131

(Owner)
Signature Sharon M. Carder Date 5 / 17 / 11

(Print Name) SHARON M. CARDER

VAR-41882

A

RECEIVED
MAY 24 2011

I Scott Filde am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5304 Pacificopal Ave
Las Vegas NV 89131

(Owner)
Signature [Signature] Date 5/17/2011

(Print Name) Scott Filde

VAR-41882

A

RECEIVED
MAY 24 2011

I Barbara Solomon am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5308 Pacific Opal Ave
Laa Vegas, NV

(Owner)
Signature Barbara Solomon Date 05/17/11

(Print Name) Barbara Solomon

VAR-41882

A

RECEIVED
MAY 24 2011

I Marlon A. Sell am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5316 Pacific Palms
L.V. Nev. 89131

(Owner)
Signature Marlon A. Sell Date 1/1/

(Print Name) MARLON

RECEIVED
MAY 24 2011

VAR-41882

A

I Jorge W Torres am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 7240 UNICORN ST
LAS VEGAS

(Owner)
Signature [Signature] Date 5/17/11

(Print Name) Jorge W Torres

VAR-41882

A

RECEIVED
MAY 24 2011

I Thomas E Rose am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5301 Solar Ave

(Owner) Signature Thomas Date 5.17.11

(Print Name) THOMAS E ROSE

VAR-41882

A

RECEIVED
MAY 24 2011

I Richards Ltd. am a neighbor of Donald Newby and have no problem with the shade structure that he has built for his R.V. or the patio cover in the front of his house.

Address 5300 W. Eikhorn
Las Vegas, NV. 89131

(Owner)
Signature Kim Vargas Date 5 / 18 / 11

(Print Name) Kim Vargas
OFFICE MANAGER - Richards Ltd.

VAR-41882
A

RECEIVED
MAY 24 2011



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: CLV Planning Commission Chair EVANS, Vice-Chair TROWBRIDGE, GOYNES, TRUESDELL, QUINN,
FLANGAS, MOODY!

FROM: CNP

DATE: 7/12/2011

RE: Selected Agenda Items

#11. Please remove this item from this portion of the agenda.

SUP-41908-in 3 ways defies the law which protects constituents from harm: In another tavern- 0'

In a religious facility-500' and

In a school-160'.

Adamantly, we as public representatives of resident constituents of all ages to those yet unborn who will be grievously affected by the 3 irresponsible, greedy, lustful zoning waivers here recommended for approval, to be denied.

These 3 requested waivers deny each of the 3 businesses the opportunity offered in the original standards to flourish and provide a living for the investors.

We expect our elected representatives and their chosen planning commissioners to protect practices which are here in item SUP-41908, displayed as irrelevant trash, with an approval recommendation.

Approving 0 ft/1,500, 500 ft/1,500, and 160 ft/1,500 is dishonorable and malicious.

Approving any one of these 3 in the waived space requests, destroys residential standards of protection and choice.

Only denial of all 3 requested waivers can make whole an honest livelihood for the entrepreneurs as well as the current established freedom of choice of varied services within an area.

15. 16. 17. We suggest approval.

#18. Constituents cannot afford the number of staff needed to monitor these businesses, etc!

#19. Will ground contaminants be cleaned prior to plants, etc.?

#37. Var-41303-CNP requests Approval of this sign at this location.

#39., 40., 41., We request Approval of these 3, understanding that such private concerns are not government business.

#45. a pro business decision is to allow the display.

#49. CNP agrees w/ denial.

#51. CNP requests APPROVAL of this place of worship expansion. The beauty of what happens here precludes petunias—at least at least until (what is that date when taxes are going to be cut 30%) ? ?

We do SO appreciate your diligence. Everything you do in this position has reverberating effects!

June Ingram, President

and BOARD

Submitted at Planning Commission

Date 7/12/2011 Item 11, 15-17, 18-19, 31, 39-41, 45, 49, 51

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod & Betty Larsen- Geno & Pearl Leonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Cinco Nester-Denise Belts-Louise Buckfork-Jessica Sweeney-Julie Whelan-Jean Withers- Others

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

MOD-42261 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: RIO VISTA PLAZA, LLC, ET AL - For possible action on a request for a Major Modification of a previously approved Rezoning (Z-0074-97) TO AMEND THE MASTER DEVELOPMENT PLAN TO ADD GENERAL PERSONAL SERVICE AND MASSAGE, ACCESSORY USES AS PERMITTED USES AND THE MASSAGE ESTABLISHMENT USE AS A PERMITTED USE WITH AN APPROVED SPECIAL USE PERMIT on 18.6 acres at 7007-7171 West Ann Road (APNs Multiple), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Justification Letter



CASE: MOD-42261

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 300 600 Feet





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Major Modification to the Rio Vista Plaza Planned Development
Project Address (Location) 7007 to 7171 W. Ann Road
Project Name Rio Vista Plaza PD addition of land uses Proposed Use Shopping Center
Assessor's Parcel #(s) 125-34-515-001 to 010, -516-001, 502-01 Ward # 6
General Plan: existing POD SC proposed _____ Zoning: existing PD proposed _____
Commercial Square Footage N/A Floor Area Ratio N/A
Gross Acres _____ Lots/Units N/A Density N/A
Additional Information _____

PROPERTY OWNER Rio Vista Plaza, LLC et al Contact _____
Address PO Box 11568 Phone: (949) 250-8651 Fax: (949) 250-1320
City New Port Beach State CA Zip 92658
E-mail Address _____

APPLICANT City of Las Vegas Contact Doug Rankin
Address 333 N. Rancho Phone: 229-6301 Fax: _____
City Las Vegas State NV Zip 89106
E-mail Address drankin@lasvegasnevada.gov

REPRESENTATIVE _____ Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____
E-mail Address _____

Authorized DJ Rankin
Property Owner Signature*
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
Print Name Doug Rankin
Subscribed and sworn before me
This _____ day of _____, 20____.

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	<u>MOD-42261</u>
Meeting Date:	<u>8-9-11</u>
Total Fee:	<u>0</u>
Date Received:*	<u>6-23-11</u>
Received By:	<u>DJR</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



**SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET**

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



**SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET**

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
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06/30/11



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1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



**SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET**

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11



**SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET**

06/30/11



**SUP-42262 & SUP-42264 - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET**

06/30/11

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

July 5, 2011

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

Revised: SUP-42262 and SUP-42264 Special Use Permit Auto Repair (major) and Motor Vehicle Sales (used) on site located at 1735 and 1715 Fremont Street

Dear Sir/Madam;

Please consider concurrent requests for use permits for on parcels 139-35-315-006 and 007. The combined parcels total 1.87 acres located at the north west corner of Fremont Street at Bruce Street. These two parcels with three buildings functioned as a singled destination for auto related businesses. Currently one of the three on-site buildings operates as a minor auto repair facility. Approval of this request will enable the revival of a cohesive site with shared parking and shared entrances. Following approval of these permits the parcels will be merged. The internal fencing that bifurcates the site will be removed to facilitate internal circulation.

Since the previous businesses began operations on the site, the adoption of the Downtown Centennial Plan has implemented new design standards on the site. The applicant has redesigned the on-site parking to accommodate parking lot landscaping, reserved room for large trees within the site and will replace chain link perimeter fencing with fencing allowable by Title 19. Decorative shrubs and trash bins will be placed along the street-side fencing. Internally, an iron fence separating the parking area to a sub-grade ramp will replace the existing chain link fence. This renovation will mitigate the appearance of the service bays that face Fremont Street. Trash bins will also be screened from public streets.

The applicant wishes to defer any major changes to landscaping and fencing along Fremont Street until the roadway expansion and any needed RTC dedications are underway. Also, the applicant wishes to have one year to from the time of occupancy to install the internal landscaping.

Minor changes will be made to the buildings and site to update the appearance and conform to the Centennial Plan. At this time, the proposed changes include, removing weathered canopies, replacing perimeter fencing with block wall and gate, replacing internal chain link fence with three foot wrought iron fencing adjacent to the downward ramp and replacing worn step rails. Tenants will submit designs for canopies over the bay doors as part of a subsequent master sign submittal. If possible, these canopies will screen the HVAC equipment. All temporary structures not in compliance with code will be removed.

RECEIVED

JUL 06 2011

SUP-42262
SUP-42264
REVISED

The anticipated uses include auto repair (major), auto repair (minor) and motor vehicle sales (used). Standard title 19 guidelines require 92 on-site spaces for the combined uses in addition to those needed to accommodate car sales. As this site is in the East Village District, Title 19 standards do not apply. Once landscaping is designed into this site, 57 spaces are available for parking. 12 additional spaces located in the rear portion of the site will be allocated to storage of disabled vehicles. This parking aisle will be screened by 6' gabions painted blue to match the auto sales building. The motor vehicle sales will have priority for the 19 streetside spaces.

At this time the following use permits are requested:

Motor Vehicle Sales (used): This use is requested 1715 Fremont Street. The building meets the Special Use requirements listed in Title 19 in that 1) a minimum 25,000 square feet is designated to this use (11,740 indoor). 2) No outside address system is proposed 3) While outdoor lighting is shared with the companion parcel it does not affect neighboring property owners 4) The property has sufficient indoor area to house automotive parts. 5) The automobile service bay doors are setback from the show-room building restricting visibility from Fremont Street. The service bays are not visible from Bruce Street due to the placement of a building on the companion parcel.

Auto Repair Garage, Major: The northernmost building (1735 Fremont suite 100) is proposed for major auto repair. This building was chosen because it is set back furthest from the right of way and has service bays that are oriented away from residential, schools or third party businesses. Any noise generated by this use is cushioned by the companion buildings. Major auto repair on this site can meet minimum special use requirements with the exception of:

- 1) **Waiver:** The opening of the service bays face public right-of-way. This building was constructed prior to this provision in code. The visual impact of these bays is somewhat alleviated by the 180 setback from the curb and the location of the entry which is approximately five feet below grade. The ramp leading to the entry mandates a safety fence which will be decorated with plant material.
- 2) **Waiver:** Vehicles parked on premises for the purpose of sale. As previously mentioned this building was designed as a companion to two other buildings. With the concurrent proposal for used auto sales in a separate on-site building, the two buildings will have shared access and shared parking. Following a parcel merger all three businesses will be located on the same property. Thus, this requirement cannot be met. The land lord will allocate streetside parking spaces to the auto sales business per a rental agreement. It is important to note that the auto-sales operation is a different business entity than the auto repair. The auto repair business will not park cars on this lot for the purposes of auto sales.

RECEIVED

JUL 06 2011

SUP-42262
SUP-42264
REVISED

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

Please phone me at 598-1408 if you have considerations or suggestions.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. U. Dreja" with a stylized flourish at the end.

Lora Dreja

Land Entitlements

Law Offices of Jay Brown

RECEIVED

JUL 06 2011

SUP-42262
SUP-42264
REVISED

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

SUP-42264 - SPECIAL USE PERMIT RELATED TO SUP-42262 - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,572 SQUARE-FOOT AUTO REPAIR GARAGE, MAJOR WITH WAIVERS TO ALLOW SERVICE BAYS TO FACE THE RIGHT-OF-WAY AND TO ALLOW VEHICLES TO BE PARKED ON THE PREMISES FOR THE PURPOSE OF OFFERING THE VEHICLES FOR SALE WHERE SUCH IS NOT ALLOWED at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

MAY GO TO CITY COUNCIL ON 09/07/2011

OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42264** APN: 139-35-315-006, 007

Name of Property Owner: RAY GOLBARI

Name of Applicant: Bel AIR RG, LLC

Name of Representative: Brown, Brown & Prensner, contact: Lara DREVA

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

☐ Yes

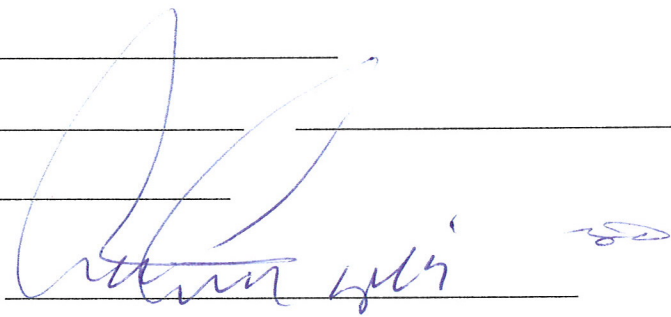
☒ No

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

City Official: _____

Partner(s): _____

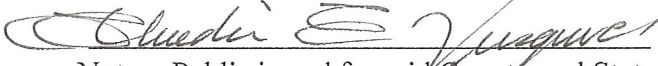
APN: _____

Signature of Property Owner: 

Print Name: RAY GOLBARI

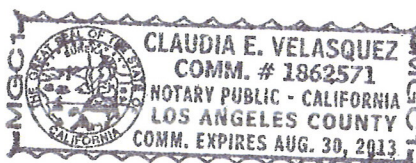
Subscribed and sworn before me

This 20th day of June, 2011



Notary Public in and for said County and State California

RECEIVED
JUN 23 2011
City of Las Vegas



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Use Permit - Auto Repair, Major - waiver to allow service bays to ROW
 Project Address (Location) NWC Fremont Street at Bruce
 Project Name 1735 Fremont Street #100 LLD Proposed Use _____
 Assessor's Parcel #(s) 139-35-315-006,007 Ward # 3
 General Plan: existing Cent proposed _____ Zoning: existing C-2 proposed C-2
 Commercial Square Footage 7572 Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information concurrent application with auto sales 1715 Fremont Street

PROPERTY OWNER Bel Air RG, LLC Contact Ray Golbari
 Address 1300 W Olympic Blvd #500 Phone: (213) 927-2700 Fax: (213) 927-5200
 City Los Angeles State CA Zip 90015

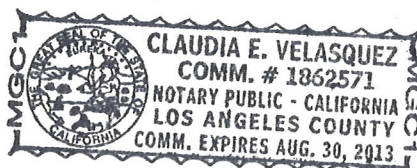
APPLICANT Bel Aire RG LLC Contact Ray Golbari
 Address 1300 W Olympic Blvd #500 Phone: (213) 927-2700 Fax: (213) 927-5200
 City Los Angeles State CA Zip 90015

REPRESENTATIVE Brown, Brown & Premisrur Contact Lora Dreja
 Address 520 South 4th St Phone: (702) 384-5563 Fax: (702) 385-1023
 City Las Vegas State NV Zip 89101

Property Owner Signature* [Signature]
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name RAY GOLBARI

Subscribed and sworn before me
 This 20th day of June, 20 11

[Signature]
 Notary Public in and for said County and State California



FOR DEPARTMENT USE ONLY

Case #	<u>5UP-42264</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	<u>\$1,030</u>
Date Received:	<u>8/23/11</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED

JUN 23 2011

City of Las Vegas

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING**DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

SDR-41770 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE TO A 1,488 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS TO ALLOW LANDSCAPE BUFFER WIDTHS OF FIVE FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED, THREE FEET ALONG THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED AND ZERO FEET ALONG A PORTION OF THE SOUTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.16 acres at 344 South Jones Boulevard (APN 138-36-210-011), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

MAY GO TO CITY COUNCIL ON 09/07/2011**OR MAY BE FINAL ACTION (Unless Appealed Within 10 Days)****PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

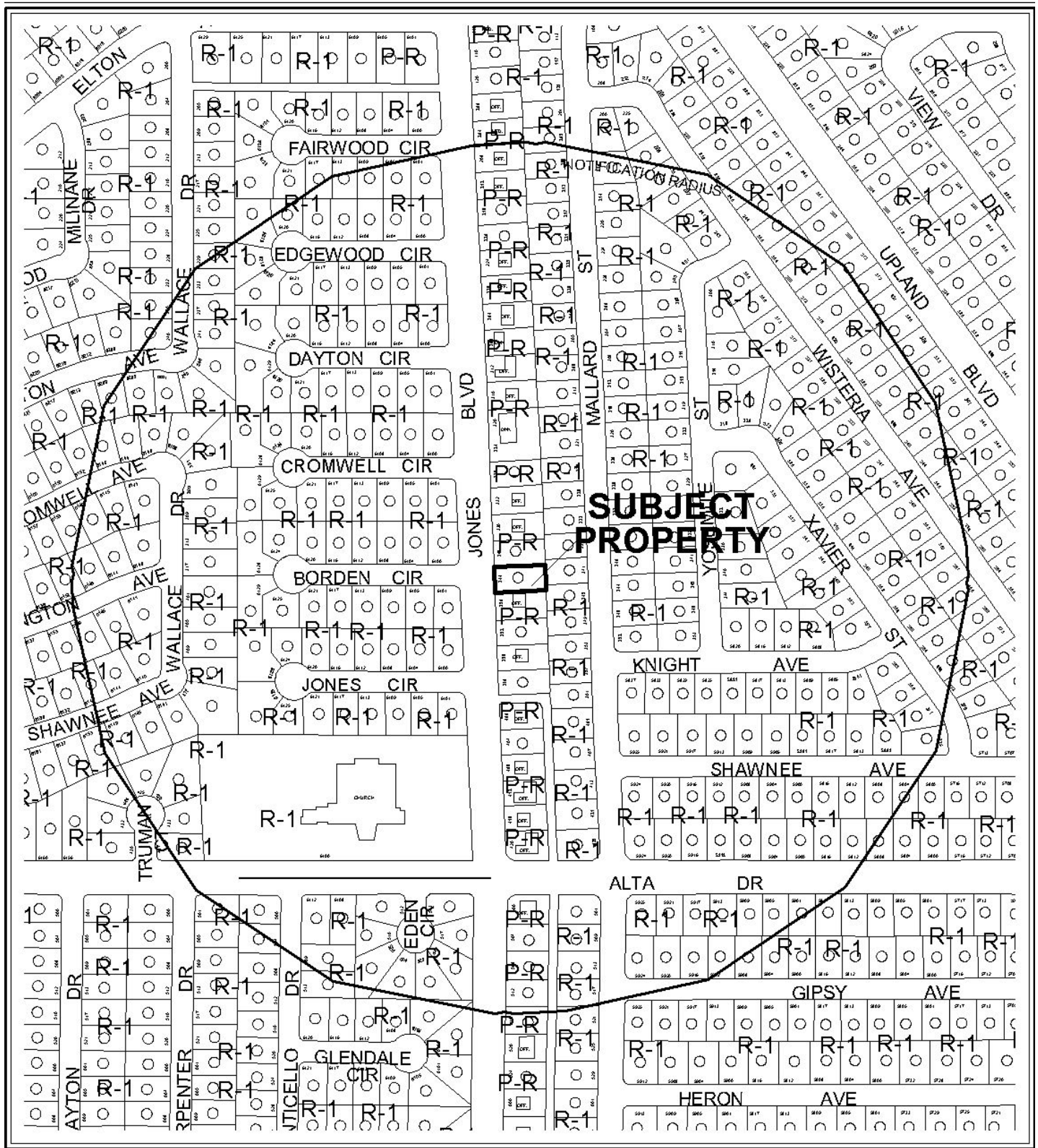
City Council Meeting

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **SDR-41770**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

0 300 600 Feet





CASE: **SDR-41770**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41770** APN: 13836210011

Name of Property Owner: JWB NV Trust Service B LLC

Name of Applicant: Gok S. CIM

Name of Representative: _____

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

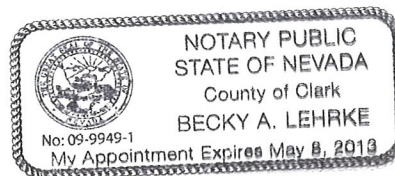
Signature of Property Owner: [Signature]

Print Name: JIN WEON BANG (MANAGER)

Subscribed and sworn before me

This 11 day of MAY, 2011

Becky A. Lehrke
Notary Public in and for said County and State



RECEIVED
MAY 12 2011



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SPR
Project Address (Location) 344 Sony
Project Name office Proposed Use _____
Assessor's Parcel #(s) 13836210011 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres _____ Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER JWB NV Invest Service LLC Contact _____
Address 1823 Delcastro st Phone: _____ Fax: _____
City Las Vegas State NV Zip 89117
E-mail Address _____

APPLICANT GOK D, LIM Contact _____
Address 44 Gault Creek Ct Phone: 702-466-1867 Fax: _____
City Las Vegas State NV Zip 89148
E-mail Address _____

REPRESENTATIVE _____ Contact _____
Address _____ Phone: _____ Fax: _____
City _____ State _____ Zip _____
E-mail Address _____

Property Owner Signature* _____

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

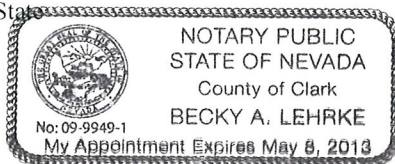
Print Name JIN WEON BANG (MANAGER)

Subscribed and sworn before me

This 11 day of MAY, 20 11

Becky A. Lehrke

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>SPR-841770</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>1030</u>
Date Received:	<u>5-12-11</u>
Received By:	<u>KS</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

PROPERTY AREA
= 7411 SQ. FT.
BUILDING AREA (W/O GARAGE)
= 1488 SQ. FT.
GARAGE AREA
= 365 SQ. FT.

PARKING SUMMARY

- OFFICE PARKING HAS FACTOR OF 1/300. SO, 5 PARKING SPACES ARE REQUIRED
- 5 PARKING SPACE ARE PROVIDED

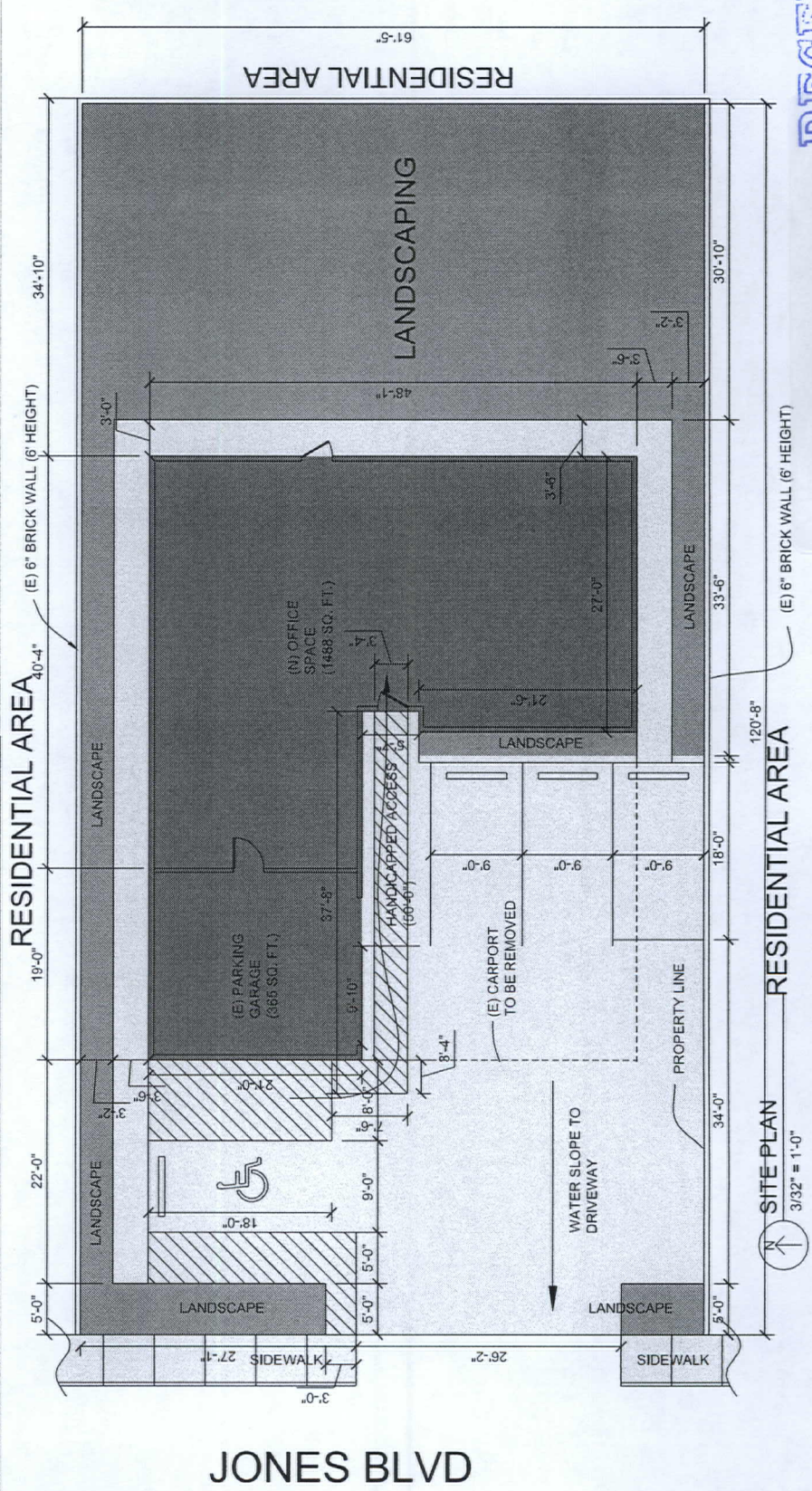
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K-1 CONSTRUCTION INC.
LIC # 0066560
PH # (702) 406-1867
E-mail: K1constructions@yahoo.com

DATE	TIME	SITE PLAN	PROJECT	OFFICE	ADDRESS	344 S. JONES BLVD LAS VEGAS, NV 89107
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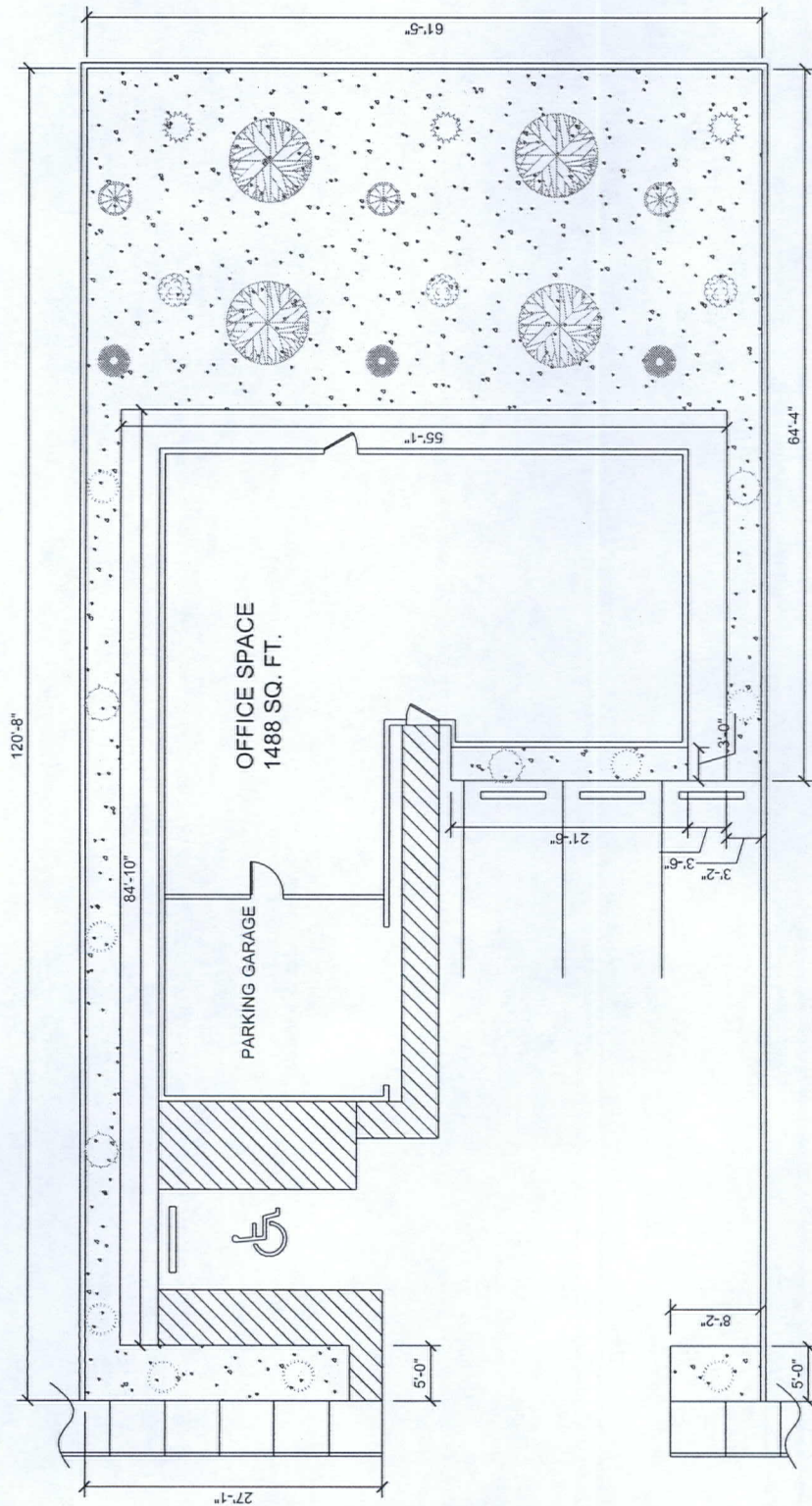
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DATE	
SCALE	
AS SHOWN	
JOB NO.	
SHEET	A-1

SHEET
A-1



SDR-41770
REVISED

JUN 21 2011



(N) 15 GALLON SHRUBS			
SYMBOL	NAME	PLANT TYPE	PLANT HEIGHT (FT.)
	BUTTERFLY BUSH	SHRUB	6-12
	DESERT SPOON	SHRUB	3
	FAIRY DUSTER	SHRUB	3
	CAPE PLUMBAGO "WHITE"	SHRUB	4-6

(N) LANDSCAPING PLAN
3/32" = 1'-0"

TOTAL PLANTS

- 16 TREES
- 9 SHRUBS

RECEIVED
JUN 21 2011

JUN 21 2011

SDR-41770
REVISED

[illegible]

Circumstance	Percentage of Respondents (%)
To protect oneself or others from harm	85
To protect property	75
To protect the environment	65
To protect the community	55
To protect the country	45

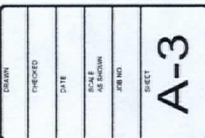
K-1 CONSTRUCTION INC.
LIC # 0066560
PH # (702) 406-1867
E-mail: k1constructions@yahoo.com

[illegible]

LANDSCAPING PLAN	PHASE 1	OFFICE	ADDRESS	344 S. JONES BLVD LAS VEGAS, NV 89107
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CHECKED	DATE	SCALE AS SHOWN	JOB NO.	SHEET A-2
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A-2



JUN 21 2011

SDR-41770

REVISED

SDR 41770

JWB Nevada Investment Series B, LLC

344 S. Jones Boulevard

Proposed 1,488 square foot conversion of an existing house to an office.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	10
AM Peak Hour			0.75	1
PM Peak Hour			1.01	1

Proposed Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1,488	11.01	16
AM Peak Hour			1.55	2
PM Peak Hour			1.49	2

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1,488	11.01	6
AM Peak Hour			1.55	1
PM Peak Hour			1.49	1

Existing traffic on all nearby streets:

Jones Boulevard

Average Daily Traffic (ADT)	31,500
PM Peak Hour (heaviest 60 minutes)	2520

Alta Drive

Average Daily Traffic (ADT)	10,413
PM Peak Hour (heaviest 60 minutes)	833

Traffic Capacity of adjacent streets:

Adjacent Street ADT Capacity

Jones Boulevard	34,500
Alta Drive	16,300

This conversion is expected to add 6 additional trips per day on Jones Blvd. and Alta Dr. Currently, Jones is at about 91 percent of capacity and Alta is at about 64 percent of capacity. This project is not expected to significantly change these capacities.

Based on Peak Hour use, this conversion will add 1 additional car into the area in the peak hour, or about one every sixty minutes.

Note that this report assumes all traffic from this development uses all named streets.

!"
!#



CARWIN

ADVISORS

**FIRST AMENDMENT AND RESTATEMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
KAG PROPERTY, LLC**

June 2011

THIS FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **KAG Property, LLC**, a Nevada limited liability company ("Master Developer").

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. City and Kyle Acquisition Group, LLC entered into a development agreement which became effective on August 8, 2007 ("Original Agreement").

C. Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Property on September 23, 2008. A new entity was formed called KAG Property, LLC.

D. Master Developer and City desire to amend, incorporate, restate and supersede the Original Agreement.

E. Master Developer acknowledges that it is the legal owner of the Property described on Exhibit "A" attached hereto. Master Developer and City desire to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

F. The parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

G. The parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) insure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

H. As a result of the development of the Property, City will receive needed jobs, sales and

other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

I. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services, facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

J. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

K. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

L. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, and after a subsequent public hearing to consider the substance of this Agreement on _____, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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 first amendment and restatement to the 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.

"Alcohol Related Uses" means any alcohol uses as defined in the UDC.

"Applicable Rules" means and refers to:

(a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;

(b) This Agreement;

(c) The Design Guidelines; and

(d) The term "Applicable Rules" does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than 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.

"BLM" means the Bureau of Land Management.

"Building Codes" means the following codes: 2009 International Residential Code; 2009

International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2009 International Conservation Code; and National Fire Protection Agency 1, to the extent adopted by the City and subject to any modifications that are adopted by the City.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

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

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC. The term does not include the Kyle Canyon engineered drawings contained in the Design Guidelines.

"City Manager" means the person holding the position of City Manager at any time or their designee. "Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Designated Builder" means any legal entity that owns any parcel of real property within the Community, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer and any other entity, including an Affiliate, partner or corporation related to Master Developer except to the extent that Master Developer engages in the development of a structure or other improvements on a Development Parcel within the Community, in which case Master Developer

shall so notify the City Manager in writing.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Design Guidelines" means the document prepared by Master Developer and reviewed and approved by City as a part of this Agreement, which is fully incorporated herein.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means each of those portions of the Property described on Exhibit "B" hereto.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

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

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Final Inspection" means date of approved final inspection for a residential home to be occupied.

"Fire Station" means a building used for fire personnel and equipment.

"Fire Station Site" means property owned or controlled by the City at the southwest corner of Grand Teton and Hualapai.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;

- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently;
- (e) Identify locations and heights of potential stock piles; and
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

“Grading Plan Specific”, which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

“Investment Firm” means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts. “LVVWD” means the Las Vegas Valley Water District.

“Master Developer” means KAG Property, LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

“Master Drainage Study” means the comprehensive hydrologic and hydraulic study conditionally approved by the Director of Public Works on January 22, 2007 with an amendment conditionally approved by the Director of Public Works on _____ and incorporated in its entirety herein as Exhibit “G”.

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is Exhibit "F".

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works prior to the recordation of Parent Final Map.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master Sanitary Sewer Study.

"Master Traffic Study" means the comprehensive study conditionally approved by the Director of Public Works on May 8, 2007 with an amendment conditionally approved by the Director of Public Works on _____ and incorporated in its entirety herein as Exhibit "G".

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer and public drainage easements located outside of public right-of-way must be within common lots of the Master Developer or of the Designated Builder Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing NV Energy facilities constructed pursuant to BLM grants, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

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

"Off-Property" means outside of the physical boundaries of the Property.

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

Community.

“On-Property” means within the physical boundaries of the Property.

“On-Property Improvements,” as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

“Off-Site Improvements” means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

“Parent Map, Tentative” means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and the UDC. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.

“Parent Map, Final” means a final subdivision map of the Property prepared in accordance with any and all conditions of the approved Tentative Parent Map, NRS 278 and the UDC that acts to legally subdivide the Property.

“Parks Agreement” means that agreement between Master Developer and City identifying the rights, duties and obligations of Master Developer and City as to the design, construction and maintenance of public open space, parks, trails and other recreation amenities to be developed within the Community.

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means both Master Developer and City.

“Planning Commission” means the City of Las Vegas Planning Commission.

“Planning Department” means the Department of Planning of the City of Las Vegas.

“Property” means that certain 1661.8 gross acres of unimproved real property which is the subject of this Agreement. The legal description of the Property is set forth at Exhibit “A”.

“RTC” means the Regional Transportation Commission of Southern Nevada.

“SNHD” means the Southern Nevada Health District.

“Standard Improvements” as this definition relates to Section Five, herein, means any and all Off-

Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, Tentative and Final Parent maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

- (a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;
- (b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;
- (c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;
- (d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and
- (e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets that is depicted on Exhibit "L" and which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to

Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines. Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

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 Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice 30 days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community 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 Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees

imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by 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 either Party 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. Master Developer 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) calendar 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. City shall cooperate with Master Developer 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, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed nine thousand (9,000).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the Kyle Canyon Residential Land Use Table and the related Master Land Use Plan, both of which are attached as Exhibit “F” to this Agreement and incorporated fully herein. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Design Guidelines that relate to product density and product type are adhered to.

(d) Maximum Height and Size of Structures. The maximum height and size of structures within the Community is as set forth in the Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are as described in this Agreement and the Design Guidelines. The Kyle Canyon Development Standards and Architectural Design Guidelines are attached as Exhibit “M”.

(f) Permitted Uses and Proximity Restrictions. The Master Developer is providing the City with a well-integrated, quality Community with an appropriate and harmonious mix of residential, commercial, open space, recreational and public uses.

(i) Permitted Uses. There are certain uses that the Master Developer proposes to be placed in general commercial and blended use parcels that would otherwise require a special use permit and waiver of the proximity restrictions between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. Because a Community requires a mixture of uses to serve the Community, the City and Developer agree that such certain uses should be permitted. The list of permitted uses as set forth below does not preclude

the Master Developer from applying for other special use permits as set forth in the UDC. Furthermore, Master Developer and City agree that other parcels not listed below may submit a special use permit and waiver, however; the other parcels not listed below must comply with the entitlement process outlined in the UDC. Master Developer agrees that the permitted uses set forth below are subject to the Development Standards and Design Guidelines and site development plan review process.

*Parcel	Permitted Uses
B-7 General Commercial. Generally located at Sheep Mountain Parkway and Horse Drive (5.3 acres)	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;
B-9 Blended Use. Generally located at Hualapai Way and Horse Drive. (22.89 acres)	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;
B-10 Blended Use. Generally located at Grand Canyon Drive and Horse Drive (45.99 acres)	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;
C-11 Blended Use. Generally located at Hualapai Way and Grand Canyon Drive (42.32 acres)	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Package liquor off-sale establishment;
C-12 Blended Use. Generally located between US95 and Grand Canyon Drive (11.99 acres)	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;
E-21	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-

Three parcels adjacent to Sky Pointe Drive (approximately 26 acres)	Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;
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*The Blended Use Zone and General Commercial Zone parcels are depicted on Exhibit "F".

3.02 Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide upon the date that it commences development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit in coordination with the development milestones set forth in this Section 3.02 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit "B" is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer as necessary to address the residential market demands. Revisions shall be coordinated with the Director of the City's Department of Planning and the Director of Public Works. Prior to the submittal of the Parent Final Map, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a development phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection shall be in place prior to final inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond 50% of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All off-site improvements adjacent to that Designated Builder Parcel which will reasonably be used by residents of that parcel, shall be substantially constructed as determined by the Director of Public Works, prior to issuance of building permits beyond 75% of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as

determined by the Director of Public Works within 24 months of the commencement of construction of such adjacent Village Streets or as amended with the traffic study phasing plan. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within 2 months of the final inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, the Parent Final Map is recorded and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area). This bond(s) will be released by the City after the work is substantially complete or after Technical Drainage Studies that address the same area of the Property have been approved, whichever occurs first.

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.03. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the community 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 Design Guidelines is the Master Developer entity itself, and not a Designated Builder or any other purchaser of real property within the community.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines 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.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for their consideration. The Director of the Department 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 the Department of Planning may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within 30 business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within 30 business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business

days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the Planning Commission 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 Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing

(iii) All actions by the Planning Commission on Major Modifications shall be heard by the City Council within thirty (30) days of such action.

3.04 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Designated Builder Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Designated Builder Parcel or on an entire Designated Builder Parcel:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of the Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within 30 days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be heard by the Planning Commission within forty five (45) days of the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City Infrastructure Improvement Standards or the Kyle Canyon Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.03 (Modifications of Design Guidelines).

3.05. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (T-D) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the T-D zoning district and shall be the basis of any approvals granted to the Master Developer under a T-D zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

(1) Conditional approval of all Master Studies;

(2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels “Not a Part” have, or will be provided legal access; and

(3) Submittal of a Master Utility Plan.

(4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the Parent Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted on the Parent Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commissioner or the City Council on the development of this site.

(ii) Parent Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of a Parent Final Subdivision Map; provided

that the Parent Final Map shall not contain any individual residential lots and the Parent Final Map shall not require any improvement bonds and the requirement of the UDC shall be deemed to be satisfied. However, any subsequent subdivided maps including residential lots shall be bonded pursuant to the requirements of the UDC.

1) The City will accept submittals of tentative subdivision maps for Designated Builder Parcels for review and approval upon the concurrent submittal of the Parent Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map.

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review. The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review shall be scheduled for a hearing before the City Council within forty-five (45) days of City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

(vi) Gaming Enterprise District—Hotel/Casino. A Gaming Enterprise District and an establishment offering non-restricted gaming is approved within the Community. City recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout the City and Clark County, and City acknowledges that the Community is an appropriate location for a non-restricted gaming establishment as well. A hotel or appurtenant

structure associated with a non-restricted gaming establishment shall be no greater than 160 feet in height.

3.06. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(c) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

3.07. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.08. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City by written letter to City Manager. City acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.09. "Saw-tooth Street" Mitigation Required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth

street improvement” (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Developer or relieve Master Developer of the requirement to construct such facilities.

3.10. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.11. Common Area Landscaping. All common area landscaping shall be designed and constructed in accordance with the Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas shall be maintained by the Master HOA or a Sub-HOA, at Master Developer's option. Unless provided for in the Parks Agreement, all landscaping that is not the responsibility of a lot owner to maintain shall be maintained by the Master HOA or a Sub-HOA. City and Master Developer, Master HOA and/or Sub HOA shall enter into appropriate encroachment agreements to the City for the installation and maintenance of landscaping at no cost to the City. The parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA.

3.12. Streetlight and Banners. The Master Developer shall install an approved City standard streetlight applicable at the time of the construction.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events or seasonal identification. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by

the Master HOA. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

3.13. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such facilities in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) Within six months of the recordation of the Final Parent Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities.

The Telecommunication Facilities shall be located on the property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners;

and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred (100) feet of any residential lot.

3.14 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City.

Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed 120 feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of \$10,000.00 and a continuing annual fee of \$5,000.00, payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of \$1.33 for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.15. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.16. Property Dedications to City. Except as provided in Section 7.05, 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 Master Developer from the United States of America).

3.17. 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 property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the

development of the Community or portion thereof. Notwithstanding the foregoing, 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 2.04, above;
- (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, 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 City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

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

- (a) City has no lien on the Property as a direct result of this Agreement, or disclosure of any City liens that exist; and
- (b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.19. Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, NV Energy, Century Link, Southwest Gas Corporation, and Cox Communications.

3.20. Commercial Development Standards and Design Guidelines. All commercial development within the community shall be subject to the commercial development standards and design guidelines pursuant to the C-2 zoning district of the UDC. All permissible uses shall refer to the zoning districts described in the table on page 2 of the Kyle Canyon Development Standards.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding. The Master HOA shall be formed at the time of recordation of the first residential subdivision map, not including the Final Parent Map.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that common-interest communities will be created and governed by Declarations as such term is defined in NRS 116.037. Such Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) Such Declarations must be executed and recorded with the office of the Clark County Recorder, and shall include the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by an HOA the Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conform to those set forth in Exhibit "F" of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all

permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. Master Developer or Master HOA will maintain all temporary detention basins identified in the Master Drainage Study. The City agrees to cooperate with the Master Developer and will diligently work with the CCRFCD to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PUBLIC FACILITIES

5.01. Elementary, Middle and High School Acreage. Master Developer shall dedicate, at no cost to City or the CCSD, up to 74.34 acres total for the school sites shown on the Master Land Use Plan. Master Developer further agrees to construct Standard Improvements adjacent to the school parcels contemporaneous with the construction of adjacent Village Streets. Such improvements for each dedicated parcel shall be constructed by Master Developer on such schedule as agreed between Master Developer and the CCSD. City agrees that Master Developer has met its obligation in this section if it offers the dedication to the CCSD with restrictions requiring

- (a) conformance with the Design Guidelines; and
- (b) replacement of any Standard Improvements or facilities installed by Master Developer damaged or removed by CCSD.

5.02. Fire Protection.

(a) Payment Towards Construction of Fire Station. Master Developer will contribute \$4,100,000 to the City for the sole purpose of construction of a Fire Station at the Fire Station Site by the earlier of June 30, 2017 or the Final Inspection of the 4,500 residential dwelling unit in the Community. However, if by June 30, 2017 fewer than 2,100 residential dwelling units have received the Final Inspection, the Fire Station Contribution will be delayed and at that time, the City and Master Developer will mutually agree on a future Fire Station Contribution date.

If the Final Inspection has not been issued for any residential dwelling unit prior to June 30, 2017,

The Master Developer will have no obligation to make the Fire Station Contribution at that time. Upon the issuance of the first Final Inspection after June 30, 2017, the City and Master Developer will mutually agree on a future Fire Station Contribution date.

In any instance, if the City and Master Developer are unable to mutually agree to a future Fire Station Contribution date, the City Council may, after a hearing, withhold the issuance of residential dwelling unit or commercial building permits within the Community. City shall provide Master Developer written notice at least fifteen(15) days prior to such hearing.

Master Developer agrees to provide all wet and dry utility services to the Fire Station Site prior to the date of the Fire Station Contribution. The City agrees to construct and operate the Fire Station within 24-months after the date of the Fire Station Contribution.

5.03. Regional Transportation Center.

(a) Dedication of a Transit Center Site. Master Developer shall, at no cost to City or the RTC, dedicate up to two and one-half (2.5) gross acres of land to serve as a transit hub and transfer point for various bus routes. Such dedication shall be subject to a restriction that requires the RTC to allow, at no cost, at least one-half (1/2) acre of the RTC parcel to be used for parking facilities that serve both the RTC parcel and the Property. Master Developer shall construct Standard Improvements adjacent to the RTC parcel contemporaneous with the construction of adjacent Village Streets. The Transit Center shall be in the location shown on the Master Land Use Plan or in such alternate location approved by Master Developer, City and the RTC. So long as the alternative location is within the Blended Land Use district, an amendment to the Master Land Use Plan shall not be required. Master Developer is under no obligation to dedicate any land to the RTC other than as required herein.

(b) Design of the Regional Transportation Center. RTC shall design the Transit Center in accordance with the Design Guidelines, subject to the approval of Master Developer and City.

5.04 Police Services. Designated Builders shall pay City \$218 per residential unit for use in the construction of a Metro substation to serve the Community and the surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit. City and Metro agree that all residential unit fees collected from development in the Community for a Metro substation shall be used the for construction of a Metro substation that is no more than one mile from the Community and shall be constructed and operating within one year from the completion of the Community.

SECTION SIX

OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES

6.01. Parks Agreement. There exists a Parks Agreement describing the Parties' responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. Such agreement is attached hereto as Exhibit "D" and incorporated fully herein. The parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement would not have otherwise been approved and executed without the prior approval of the Parks Agreement by the City Council.

SECTION SEVEN

PROJECT INFRASTRUCTURE IMPROVEMENTS

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests can not be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue

uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Off-Site Sewer Capacity. The Master Developer and the City have analyzed the effect of the buildout of the Community on offsite sewer pipelines. The Master Developer agrees to install parallel sewer lines as indicated in the letter report by Slater Hanifan Group dated May 23, 2011 and included in Exhibit "H". The construction of offsite sewer pipelines will be performed at the percentage buildout shown in this analysis. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will be performed using a full pipe capacity, d/D ratio of 0.90.

7.05 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use

applications: tentative map (residential or commercial); site development plan review (multi-family or commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study . Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based on the proposed development in the Community.

(e) Kyle Canyon Engineered Details. Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;

(ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and

(iv) submittal upon receipt of first review for the master infrastructure of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans for infrastructure that required to provide service to the builder parcel must be approved prior to or concurrent with approval of civil improvement plans for the Designated Builder Parcel. Infrastructure that is adjacent to but not utilized by the builder parcel will not be required to be constructed but shall be required in compliance with Section 3.02(c).

7.06 Sheep Mountain Parkway. Currently, the Property is encumbered by an irrevocable BLM

Right-of-Way grant in favor of the City for the proposed Sheep Mountain Parkway as depicted on Exhibit "I" (the "Existing ROW"). The City has planned the future Sheep Mountain Parkway that will allow the right-of-way to be modified approximately 50.1 acres as depicted on Exhibit "J". In exchange for this reduction of right-of-way, the Master Developer shall construct a permanent detention basin in the area depicted on the Master Land Use Plan. The Master Developer agrees to remove interim detention basins located within Sheep Mountain Parkway right-of-way and to locate permanent detention basin(s) along the Puli Road alignment. The City will receive a cost benefit of approximately \$7,000,000 of future construction costs through the construction of a permanent detention basin upstream of the Sheep Mountain Parkway Flood Control Facilities. Attached as Exhibit "L" is a memorandum for the estimate of probable cost between interim detention basin removal and permanent detention basins. The City further agrees to submit and approve a vacation of the existing right-of-way. However, the vacation will not be recorded until the Master Developer records the Parent Final Map which includes a requirement for KAG Property, LLC to dedicate an additional 4.3 acres in conformance with Exhibit "J" that is not encumbered by the City's BLM grant N-77772. The City will follow the Applicable Rules if any property proposed for Sheep Mountain Parkway is to be vacated.

7.07 Other Roadway Improvements.

(a) Kyle Canyon Interchange. Master Developer will contribute \$1,000,000 to the City for the design, construction or reimbursement to City (if the interchange is constructed) of the Kyle Canyon Road – US 95 interchange three years after the issuance of the first Final Inspection for a residential home within the Community. Master Developer will make a second \$1,000,000 contribution to the City one year after the first contribution. However, if 1000 residential units have not been constructed within three years of the first residential home Final Inspection approval, the Master Developer and the City shall mutually agree on an extension of the first contribution. At the City's discretion, the City may use the Developer contribution for design of Kyle Canyon Road/US 95 Interchange for the design, right-of-way acquisition or construction of the following projects:

- 1) Kyle Canyon Interchange at US95.
- 2) Shaumber Road – Centennial to Ann.
- 3) Puli Road – Grand Teton to Ann.
- 4) Oso Blanca Road – Kyle Canyon Road to Tee Pee.

- 5) Skypoint Road – Hualapai to Log Cabin.
- 6) Alpine Ridge – Iron Mountain to Kyle Canyon.
- 7) Hualapai – Oso Blanca to G.E.D. site boundary.
- 8) Hualapai – Centennial to Grand Teton.

City shall petition the Regional Transportation Commission to place the Kyle Canyon Road Interchange on the capital projects list for the year 2026. (b) Hualapai Interchange.

City and Master Developer agree to cooperate and work in good faith to request that Clark County and RTC prioritize construction of appropriate improvements to the Hualapai/215 interchange and obtain any available Federal, State, RTC or Clark County funding for such construction.

7.08 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of Public Works shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood

Control District 2008 Master Plan Update prior to the final inspection of the first unit within each area protected by the appropriate drainage facility.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided.

(e) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction.

SECTION EIGHT

SPECIAL IMPROVEMENT DISTRICT

8.01 City agrees to consider and, if appropriate, process and facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. If a request to create a special improvement district is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines, which are attached hereto at Exhibit "E." City shall cooperate with the Master Developer to include all eligible projects for a special improvement district. The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION NINE

REVIEW OF DEVELOPMENT

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer

documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. 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 may be continued to afford reasonable time for response

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer 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 Director of the Department of Planning may, in their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the 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 TEN

DEFAULT

10.01 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 ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged

noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

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

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in

effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. 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 one party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, 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 City and Master Developer. 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 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer 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, City and Master Developer may pursue any course of action at law or in equity available for breach of contract, 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.

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

10.05. 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.

10.06. 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.

SECTION ELEVEN

GENERAL PROVISIONS

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

11.02. Assignment.

The parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

- (a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 11.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Section 11, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's

approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer;
- 2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to i) develop the Property or ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to i) commence development or ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm

and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, 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 therefrom, 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.

11.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Section 11, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

11.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer 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 Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement, except for a defense in any legal action related to waiver of proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. 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, agent, employees, or representatives. This section shall survive any termination of this Agreement.

11.05. Binding Effect of Agreement. Subject to Section 11.02, 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.

11.06 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

11.07 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 Attention: City Manager Attention: Director of the Department of Planning
To Owner:	KAG Property, LLC c/o David L. Ash Wells Fargo Special Situations Group-ORE 600 California St., 19 th Floor San Francisco, CA 94108

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.

11.08 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.

11.09 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by

the appropriate officers of Master Developer or approved by the City Council, as the case may be.

11.010 Recording; Amendments. Promptly after execution hereof, 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 Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

11.11 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.

11.12 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

11.13 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.

11.14 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute"

discretion or where otherwise allowed by applicable law..

11.15 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.16 Gender Neutral. In this Development Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

CITY:

OWNER:

CITY COUNCIL, CITY OF LAS VEGAS

KAG PROPERTY, LLC

By:

By:

Mayor

Name:

Approved as to Form:

Title:

Deputy City Attorney

SUBSCRIBED AND SWORN TO before me
on this _____ day of _____,
2011.

Attest:

City Clerk

Notary Public in and for said County and State

By:

Beverly Bridges, City Clerk

**REDLINE
OF
FIRST AMENDMENT AND RESTATEMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
KAG PROPERTY, LLC**

Kaempfer Crowell Renshaw
Gronauer & Fiorentino

DRAFT

7/13/2011 11:13 AM

FIRST AMENDMENT AND RESTATEMENT TO THE

DEVELOPMENT AGREEMENT

BETWEEN

CITY OF LAS VEGAS

AND

~~KYLE ACQUISITION GROUP, LLC~~KAG PROPERTY, LLC

June~~April~~ 2011

THIS FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 201072011 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and KYLE ACQUISITION GROUP, LLC KAG Property, LLC, a Nevada limited liability company ("Master Developer").

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. City and Kyle Acquisition Group, LLC entered into a development agreement which became effective on August 8, 2007 ("Original Agreement").

C. Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Property on September 23, 2008. A new entity was formed called KAG Property, LLC.

D. Master Developer and City desire to amend, incorporate, restate and supersede the Original Agreement.

E. Master Developer acknowledges that it is the legal owner of the Property described on Exhibit "A" attached hereto. Master Developer and City desire to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

F. The parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

G. The parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) insure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the

laws governing development agreements were enacted.

H. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

I. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services, facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

J. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

K. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

L. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, and after a subsequent public hearing to consider the

substance of this Agreement on _____, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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 first amendment and restatement to the 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.

"Alcohol Related Uses" means any alcohol uses as defined in the UDC.

"Applicable Rules" means and refers to:

(a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;

(b) This Agreement;

(c) The Design Guidelines; and

(d) The term “Applicable Rules” does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than 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.

“BLM” means the Bureau of Land Management.

“Building Codes” means the following codes: ~~2006-2009~~ International Residential Code; ~~2006~~ 2009 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; ~~2006-2009~~ International Conservation Code; and National Fire Protection Agency 1, to the extent adopted by the City and subject to any modifications that are adopted by the City.

“CCRFCD” means the Clark County Regional Flood Control District.

“CCSD” means the Clark County School District.

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

“City Council” means the Las Vegas City Council.

“City Infrastructure Improvement Standards” means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction

Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under ~~Title 18~~the UDC. The term does not include the Kyle Canyon engineered drawings contained in the Design Guidelines.

~~"City Manager" means the person holding the position of City Manager at any time or their designee.~~

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

"Community" means the Property and any and all improvements provided for or constructed thereupon.

~~"Dedicated Staff" means all of the individuals identified in Section 3.06(b).~~

"Designated Builder" means any legal entity that owns any parcel of real property within the Community, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer and any other entity, including an Affiliate, partner or corporation related to Master Developer except to the extent that Master Developer engages in the development of a structure or other improvements on a Development Parcel within the Community, in which case Master Developer shall so notify the City Manager in writing.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Design Guidelines" means the document prepared by Master Developer and reviewed and

approved by City as a part of this Agreement, which is fully incorporated herein.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means each of those portions of the Property described on Exhibit "B" hereto.

"Director of Planning" means the Director of the City's Department of Planning ~~and Development Department~~ or ~~her~~ their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or ~~his~~ their designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Final Inspection" means date of approved final inspection for a residential home to be occupied.

"Fire Station" means a building used for fire personnel and equipment.

"Fire Station Site" means property owned or controlled by the City at the southwest corner of Grand Teton and Hualapai.

“Grading Plan, Master Rough” means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently;
- ~~and~~
- (e) Identify locations and heights of potential stock piles; ~~and-~~
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning ~~and Development~~ shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

“Grading Plan Specific”, which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and

Drainage Design Manual.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means ~~KYLE ACQUISITION GROUP, LLC~~ KAG Property, LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study conditionally approved by the Director of Public Works on January 22, 2007 with an amendment conditionally approved by the Director of Public Works on _____ and incorporated in its entirety herein as Exhibit "G".

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is ~~Figure 2-1 of the Design Guidelines~~ Exhibit "F".

"Master Sanitary Sewer Study" means the comprehensive study ~~conditionally to be~~ approved by the Director of Public Works ~~on May 8, 2007 and incorporated in its entirety herein as Exhibit "G" prior to the recordation of Parent Final Map.~~

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master Sanitary Sewer Study.

"Master Traffic Study" means the comprehensive study conditionally approved by the Director of Public Works on May 8, 2007 with an amendment conditionally approved by the Director of Public Works

on and incorporated in its entirety herein as Exhibit "G".

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer and public drainage easements located outside of public right-of-way must be within common lots of the Master Developer or of the Designated Builder Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing ~~Nevada Power~~NV Energy facilities constructed pursuant to BLM grants, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

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

"Off-Property" means outside of the physical boundaries of the Property.

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

"On-Property" means within the physical boundaries of the Property.

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

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Parent Map, Tentative" means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and ~~Title 18 of the Code~~the UDC. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.

"Parent Map, Final" means a final subdivision map of the Property prepared in accordance with any and all conditions of the approved Tentative Parent Map, NRS 278 and ~~Title 18 of the Code~~the UDC that acts to legally subdivide the Property.

"Parks Agreement" means that agreement between Master Developer and City identifying the rights, duties and obligations of Master Developer and City as to the design, construction and maintenance of public open space, parks, trails and other recreation amenities to be developed within the Community. ~~The Parks Agreement was approved by the City Council on _____, 200__, and is fully incorporated herein.~~

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means both Master Developer and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the ~~Planning and Development Department~~Department of Planning of the City of Las Vegas.

"Property" means that certain ~~4,742±~~1661.8 gross acres of unimproved real property which is the subject of this Agreement. The legal description of the Property is set forth at Exhibit "A".

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

"SNHD" means the Southern Nevada Health District.

"Standard Improvements" as this definition relates to Section Five, herein, means any and all Off-Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

"Subdivision Map" means any instrument under NRS and ~~Title 18 of the Code~~the UDC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, Tentative and Final Parent maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and

(e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets that is depicted on Exhibit "L" and which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines. Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

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 Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice 30 days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community 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 Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by 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 either Party 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. Master Developer 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) calendar 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. City shall cooperate with Master Developer 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, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed ~~sixteen-nine~~ thousand (~~16~~ 9,000).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the Kyle Canyon Residential Land Use Table and the related ~~Planning Area Map~~ Master Land Use Plan, both of which are attached as Exhibit "F" to this Agreement and incorporated fully herein. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Design Guidelines that relate to product density and product type are adhered to.

(d) Maximum Height and Size of Structures. ~~Except as provided in Section 3.21, t~~The maximum height and size of structures within the Community is as set forth in the Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are as described in this Agreement and the Design Guidelines. ~~The Design Guidelines specifically delineate permitted uses, conditional uses and special uses within the Community.~~ The Kyle Canyon Development Standards and Architectural Design Guidelines are attached as Exhibit "M".

(f) **Permitted Uses and Proximity Restrictions.** The Master Developer is providing the City with a well-integrated, quality Community with an appropriate and harmonious mix of residential, commercial, open space, recreational and public uses.

(i) **Permitted Uses.** There are certain uses that the Master Developer proposes to be placed in general commercial and blended use parcels that would otherwise require a special use permit and waiver of the proximity restrictions between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. Because a Community requires a mixture of uses to serve the Community, the City and Developer agree that such certain uses should be permitted. The list of permitted uses as set forth below does not preclude the Master Developer from applying for other special use permits as set forth in the UDC. Furthermore, Master Developer and City agree that other parcels not listed below may submit a special use permit and waiver, however; the other parcels not listed below must comply with the entitlement process outlined in the UDC. Master Developer agrees that the permitted uses set forth below are subject to the Development Standards and Design Guidelines and site development plan review process.

<u>*Parcel</u>	<u>Permitted Uses</u>
<u>B-7 General Commercial. Generally located at Sheep Mountain Parkway and Horse Drive (5.3 acres)</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;</u>
<u>B-9</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package</u>

<u>Blended Use.</u> <u>Generally located at Hualapai Way and Horse Drive. (22.89 acres)</u>	<u>Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;</u>
<u>B-10</u> <u>Blended Use.</u> <u>Generally located at Grand Canyon Drive and Horse Drive (45.99 acres)</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;</u>
<u>C-11</u> <u>Blended Use.</u> <u>Generally located at Hualapai Way and Grand Canyon Drive (42.32 acres)</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Package liquor off-sale establishment;</u>
<u>C-12</u> <u>Blended Use.</u> <u>Generally located between US95 and Grand Canyon Drive (11.99 acres)</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;</u>
<u>E-21</u> <u>Three parcels adjacent to Sky Pointe Drive (approximately 26 acres)</u>	<u>Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package Liquor Off-Sale; Banquet Facility; Beer/Wine/ Cooler Cultural Establishment; Beer/Wine/Cooler Off-Sale Establishment; Beer/Wine/Cooler On-Sale Establishment; Beer/Wine/Cooler On- and Off-Sale Establishment; Supper Club; Liquor Establishment (Tavern); Package liquor off-sale establishment;</u>

*The Blended Use Zone and General Commercial Zone parcels are depicted on Exhibit "F".

Proximity Restrictions. All proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools are waived.

3.02 Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide upon the date that it commences development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit ~~within the periods of time~~ in coordination

with the development milestones set forth in this Section 3.02 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit "B" is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer as necessary to address the residential market demands. if these Revisions shall be ~~are~~ coordinated with the Director of ~~Planning and Development~~ the City's Department of Planning and the Director of Public Works. Prior to the ~~Effective Date~~ submittal of the Parent Final Map, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a development phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection shall be in place prior to final inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond 50% of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All off-site improvements adjacent to that Designated Builder Parcel which will reasonably be used by residents of that parcel, shall be substantially constructed as determined by the Director of Public Works, prior to issuance of building permits beyond 75% of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as determined by the Director of Public Works within 24 months of the commencement of construction of such adjacent Village Streets or as amended with the traffic study phasing plan. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within 2 months of the final inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, the Parent Final Map is recorded and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area). This bond(s) will be released by the City after the work is substantially complete or after Technical Drainage Studies that address the same area of the Property have been approved, whichever occurs first.

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.03. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the community 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 Design Guidelines is the Master Developer entity itself, and not a Designated Builder or any other purchaser of real property within the community.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines 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.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for ~~her~~their consideration. The Director of the Department 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 the Department of Planning may, in ~~her~~their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning

shall issue a written decision within 30 business days of receipt of the application. ~~Her~~The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within 30 business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the Planning Commission 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 Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing

(iii) All actions by the Planning Commission on Major Modifications shall be heard by the City Council within thirty (30) days of such action.

3.04 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Designated Builder Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Designated Builder Parcel or on an entire Designated Builder Parcel:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas,

architectural projections as defined by ~~3.5 of~~ the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for ~~their~~ consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of the Department of Planning may, in ~~her~~their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. ~~Her~~The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within 30 days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the

Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be heard by the Planning Commission within forty five (45) days of the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City Infrastructure Improvement Standards or the Kyle Canyon Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of ~~Public Works~~Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.03 (Modifications of Design Guidelines).

3.05. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (T-D) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with ~~Title 19.06.160 of the Code~~the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the T-D zoning district and shall be the basis of any approvals granted to the Master Developer under a T-D zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

(1) Conditional approval of all Master Studies;

(2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access; and

(3) Submittal of a Master Utility Plan.

(4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the Parent Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted on the Parent Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commissioner or the City Council on the development of this site.

(ii) Parent Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of a Parent Final Subdivision Map; provided ~~that upon City approval of a Special Improvement District /or or upon posting of a bond for offsite roadway improvements that are adjacent to the Property, the requirements of Chapter 18.26.010 and Chapter 18.26.020~~ that the Parent Final Map shall not contain any individual residential lots and the Parent Final Map shall not require any improvement bonds and the requirement of the UDC shall be deemed to be satisfied. ~~However, any subsequent subdivided maps including residential lots shall be bonded pursuant to the requirements of the UDC. The above noted bond will be relinquished by the City upon funding of a Special Improvement District. Prior to complete allocation of the funds available from the Special~~

~~Improvement District, the Master Developer will be required to bond for the improvements that remain to be completed in accordance with the terms of the Special Improvement District Agreement.~~

~~City agrees that the Parent Final Subdivision Map for the entire Property shall be processed and recorded pursuant to the following schedule:~~

~~Parent Final Subdivision Map Processing Schedule~~

	<u>Duration</u>
Submittal of Parent Final Maps (East and West) to City	0 Weeks
City Blueline Technical Review	5.5 Weeks
(Workshop and Public Hearing – See Note 1)	
Address City Comments	4 Weeks
City Second Review (in response to Blueline Comments)	3 Weeks
(Builder Tentative Subdivision Map Submittal – See Note 2)	
Address City Comments	2.5 Weeks
Obtain LVVWD, SNHD, & DWR Signatures	2 Weeks
Submit Mylars to City	0 Weeks
City Signatures	2 Weeks
County Recorder Review & Recordation	1 Week
 TOTAL DURATION	 20 Weeks(See Note 3)

~~Notes:~~

~~1) Upon completion of the Blueline Technical Review, the City of Las Vegas will provide a summary of comments and immediately schedule a workshop with the builder (“Workshop”) that will be held within ten (10) days of completion of the City Blueline Technical Review and will be~~

~~attended by the City staff members that are responsible for the comments provided to the Master Developer. The City will also schedule a hearing by the City Council within thirty (30) days of the Blueline Technical Review. The Master Developer may elect to forego the hearing if the Master Developer agrees to the conditions of approval recommended by the City.~~

~~2)1)_____~~ The City will accept submittals of tentative subdivision maps for Designated Builder Parcels for review and approval upon the concurrent submittal of the Parent Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

~~3) The Master Developer and City recognize that the Total Duration shown may change if the Master Developer elects to pursue the hearing as discussed in Note 1.~~

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map, ~~except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit tentative subdivision maps concurrent with the submittal for the City's second review of the Parent Final Map as described in Section 3.06.~~

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review, ~~except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit an application for site development plan review for an establishment offering non-restricted gaming, a Gaming Enterprise District and public infrastructure facilities such as power substations prior to recordation of a Parent Final Subdivision Map.~~ The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review

shall be scheduled for a hearing before the City Council within forty-five (45) days of City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit. ~~except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit an application for special use permits for an establishment offering non-restricted gaming, a Gaming Enterprise District and public infrastructure facilities such as power substations prior to recordation of a Parent Final Subdivision Map.~~ The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with ~~Section 19.18.060 of the Code~~ the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

~~(3) City may approve any application required by the Code for an establishment offering non-restricted gaming or for a Gaming Enterprise District prior to the recordation of the Parent Final Map.~~

(vi) Gaming Enterprise District—Hotel/Casino. ~~Master Developer acknowledges that there are certain Entitlement Request applications that must be considered by the City Council before an establishment offering non-restricted gaming may be constructed and operated within the Community. City acknowledges that Master Developer may apply for a Gaming Enterprise District designation in accordance with NRS 463.3086 and the Code to allow a non-restricted gaming establishment within the Community.— A Gaming Enterprise District and an establishment offering non-restricted gaming is approved within the Community.~~ City recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout the City and Clark County, and City acknowledges that the Community ~~is~~ may be an appropriate location for a non-restricted

gaming establishment as well. A hotel or appurtenant structure associated with a non-restricted gaming establishment shall be no greater than 160 feet in height.

3.06. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC Code.

~~(b) Dedicated Staff. City will designate at least one person in the various City departments to be knowledgeable and available for processing matters related to the Community. Such person will be familiar with the Community, including without limitation, the Applicable Rules. The following City departments and divisions will have such a person so designated:~~

~~(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 Community; and~~

~~_____ (ix) _____ Surveying Section of the Department of Public Works; and~~

~~_____ (x) _____ The Coordinator (defined below).~~

~~_____ (c) _____ Meetings. The Dedicated Staff will be available for individual construction document and construction progress meetings with Master Developer as requested by Master Developer.~~

~~_____ (d) _____ Processing.~~

~~_____ (i) _____ The City acknowledges the Master Developer's need to have expeditious reviews of all studies, maps, plans, applications for permits and other authorizations for development of and within the Community (collectively, the "Applications").~~

~~_____ (ii) _____ The Master Developer agrees to provide the City with a master Schedule (as defined herein) setting forth expected dates of submission for Applications for the Community. The master Schedule shall be complete for all anticipated Applications, and may be used by the City to plan and adjust its staffing capacity accordingly. The Master Developer shall provide the City with periodic, but not less than quarterly, updates of the master Schedule providing additional Applications, changed submission dates, and reflecting Applications already submitted to City, throughout the development of the Community.~~

~~_____ (iii) _____ The City and Master Developer agree that the schedule ("Schedule") set forth below is a reasonable estimate of time for the City to process Applications, and shall constitute the targeted time for City to review Applications of the type listed. The Schedule is expressed in Business Days (bd) from the date of submittal:~~

	Category	1st Review	2nd Review	3rd Review *	Mylar/Map Signature
1.	Master Drainage Study updates, Master Rough Grading Plans and Technical Drainage Studies	10 bd	10 bd	5 bd	N/A
2.	Traffic Studies	20 bd	15 bd	5 bd	N/A
3.	Civil Improvement Plans **	20 bd	15 bd	5 bd	10 bd
4.	Final Maps	20 bd	10 bd	5	10 bd
5.	Parcel Maps	20 bd	10 bd	N/A	10 bd
6.	Boundary Line Adjustments	20 bd	10 bd	N/A	10 bd
7.	Reversionary Maps	20 bd	10 bd	N/A	10 bd
8.	Single Family Standard Plans	10 bd	10 bd	5 bd	
9.	Single Family — Production Homes	10 bd	5 bd	10 bd	
10.	Single Family — Custom	10 bd	10 bd	10 bd	
11.	Apartments — Model Plans	10 bd	10 bd	10 bd	
12.	Apartments — Production Plans	10 bd	10 bd	10 bd	
13.	Condo Standard Plans	10 bd	10 bd	10 bd	
14.	Condo — Model Plans	10 bd	10 bd	10 bd	
15.	Condo — Production Plans	10 bd	10 bd	10 bd	
16.	New Commercial (< 2.5k sf)	10 bd	10 bd	10 bd	
17.	Assembly — Restaurants	10 bd	10 bd	10 bd	
	Category	1st Review	2nd Review	3rd Review *	Mylar/Map Signature

18.	Assembly—Restaurants	10 bd	10 bd	10 bd	
19.	Commercial Shell Building	10 bd	10 bd	10 bd	
20.	Tenant Improvement (<2.5k sf)	10 bd	10 bd	10bd	
21.	Tenant Improvement (>2.5k sf)	10bd	10 bd	10 bd	
22.	Fire Sprinkler System	10 bd	5 bd	5 bd	
23.	Fire Alarm System	10 bd	5 bd	5 bd	

● ~~If 3rd or subsequent review is required~~

● ~~** Civil Improvement Plans, including plans for dry utilities, can be submitted concurrent with the application for second review of the technical drainage studies and traffic studies (if such studies are required).~~

~~(iv) The City reserves the right to extend the Schedule for unusually large or complex Applications (i.e., pump stations, reservoirs, flood control facilities, mixed use projects, condominiums, and townhouses, etc.) subject to written or electronic (e-mail) notification within four (4) Business Days of the submittal and the provision of a target date for the completion of the review. Applications not listed in the Schedule shall be reviewed within a reasonable time frame as is agreed upon between the Parties.~~

~~(v) Master Developer acknowledges that submission of Applications in other than the proper sequence may delay the consideration of many related Applications. For backbone infrastructure, or for other processing as determined necessary by the Parties, the Parties will determine the proper sequence of submittals (as agreed upon, the "Alternative Schedule"). The City agrees to the review of Applications in accordance with the Schedule or the Alternative Schedule only if the Applications are submitted in the proper sequence. Proper sequence as used in this Section for submitting Applications:~~

~~(1) in accordance with the Schedule, is the order of submission of similar type~~

~~applications as required by City as of the Effective Date; and~~

~~_____ (2) in accordance with the Alternative Schedule, is the order as provided in the Alternative Schedule. Therefore, Master Developer agrees that Applications will be submitted in the proper sequence in order to avoid coordination problems with reviews.~~

~~_____ (vi) City shall advise through the Coordinator the applicant's designee, whose name and standard and electronic (e-mail) address shall be provided to City with each Application, in writing or electronically within four (4) Business Days of a submittal if City is unable to complete processing the Application in the time required by the Schedule and Alternative Schedule; and City shall advise the applicant's designee of the Business Day when City reasonably believes it will complete processing of the Application. If the City projected completion date is more than five (5) Business Days later than the date required under the Schedule or the Alternative Schedule, the applicant shall have the option to either:~~

~~_____ (1) accept the alternative timeframe projected by City; or~~

~~_____ (2) request City to utilize the process described in Section (viii), below.~~

~~_____ (vii) City shall assign one full time staff member to act as a central point of contact ("Coordinator") for all coordination and communication between the City and the Master Developer as to Applications. The Coordinator will be responsible for facilitating communications, providing Master Developer with notice of new uniformly applied policies in accordance with Section 2.02(b), advising applicants in accordance with sub-section (vi) above, and providing the Master Developer with periodic updates regarding the Schedule and issues that need to be resolved for the Community to stay on the Schedule. Master Developer agrees to compensate City for the Coordinator's services pursuant to a separate dedicated coordinator reimbursement agreement with the City. If requested in writing by Master Developer, the City Manager shall designate a second Coordinator ("2nd Coordinator") within fourteen (14) Business Days of receipt of Master Developer's written request. Delivery of the written request by Master Developer to City shall constitute Master Developer's agreement to compensate City for the~~

~~2nd Coordinator's services as set forth in a second coordinator reimbursement agreement with the City. The 2nd Coordinator shall not commence work as 2nd Coordinator until the second coordinator reimbursement agreement is fully executed.~~

~~_____ (viii) If City is unable to complete processing of an Application for which the Applicable Rules identify an express process in the time required by the Schedule, or an Alternative Schedule, the applicant may request review of the Application pursuant to the express civil plan check process in accordance with the Applicable Rules, except that the applicant may request a plan check to be scheduled concurrent with the application for second review of the technical drainage studies and traffic studies (if such studies are required)._____~~

~~(e) Dedicated Inspectors. City shall designate one full time construction inspector from the Offsite Inspection Testing division of the Department of Public Works that is dedicated exclusively to the Property once commencement of construction begins. The Master Developer shall annually reimburse City an amount equal to the difference, if any, between the inspection fees paid in connection with construction of infrastructure improvements on the Property and the full time equivalent compensation package of the full time inspector over the duration of the project.~~

~~If such inspector approves a portion of the project that also requires a utility company approval, final approval from Department of Public Works Offsite Inspection Testing to the Special Improvement District section for funding release will not be given until Master Developer provides a letter to Offsite Inspection Testing with a copy of the inspection approval memo from the said utility company. At the time proof of the utility company approved inspection is received, Offsite Inspection Testing shall have 10 business days to verify the work is completed and issue final approval notice to the Special Improvement District section. If an outside utility company inspection is not required, Offsite Inspection Testing shall have 10 business days to verify the work is completed and issue final approval notice to the Special Improvement District section. If it is determined that the work is not complete, Offsite Inspection Testing shall have 10 business days after being re-notified that the work is complete to issue final approval notice to the Special Improvement District Section.~~

(dfb) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(fgc) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

~~(ghd) Separation of Improvement Plans. The City recognizes that the Master Developer may choose to separate plans for review and approval by the City within a particular alignment into separate plans sets. This may include separate plans for sanitary sewer, potable water, streets and storm drain. The individual plan sets shall show all existing and proposed utility alignments.~~

3.07. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.08. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City, by written letter to City Manager. City acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.09. "Saw-tooth Street" Mitigation Required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth street improvement" (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Developer or relieve Master Developer of the requirement to construct such facilities.

3.10. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.11. Common Area Landscaping. All common area landscaping shall be designed and constructed in accordance with the Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas shall be maintained by the Master HOA or a Sub-HOA, at Master Developer's option. Unless provided for in the Parks Agreement, all landscaping that is not the responsibility of a lot owner to maintain shall be maintained by the Master HOA or a Sub-HOA. City and Master Developer, Master HOA and/or Sub HOA shall enter into appropriate encroachment agreements to the City for the installation and maintenance of landscaping at no cost to the City. The parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA.

3.12. Streetlights and Banners. The Master Developer shall install an approved City standard streetlight applicable at the time of the construction. ~~If the terrain and final grading within the Kyle Canyon development is such that pole height is required to vary from approved standards and is not stocked by the City, the Master Developer shall initially provide the following items to the City at no cost:~~

~~_____ (a) _____ a fully functional constructed storage yard in the Kyle Canyon area, of a size and location acceptable to the City Traffic Engineer, and~~

~~_____ (b) _____ provide replacement poles consisting of the various required heights equal to 3% of the number installed, replenished as needed annually for 10 years.~~

~~If the Master Developer proposes the use of non-standard streetlights that are acceptable to the City, the Master Developer shall enter into an agreement with the City in which the Master Developer agrees to participate in acquiring and supplying said streetlights and any associated specialized equipment. In the event a non-standard streetlight is approved, and is requested to be maintained by the City, the Master Developer shall initially provide the following items to the City at no cost:~~

~~_____ (i) _____ a fully functionally constructed storage yard in the Kyle Canyon area, of a size and location acceptable to the City Traffic Engineer, and~~

~~_____ (ii) _____ stock parts and poles for replacement of non-standard streetlight equipment equal to 3% of the number installed, replenished as needed annually for 10 years, and~~

~~_____ (iii) _____ any specialized equipment and vehicles required for the maintenance of the non-standard streetlights not already within the City's fleet of vehicles.~~

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events or seasonal identification. If installed, repairs to

the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

~~For all public streetlights that are required to have varied pole height or length due to terrain and final grading the Master Developer shall submit an "illumination study" to be approved by the Traffic/Electrical Field Operation Section that identifies streetlight spacing for lengths that include those affected streetlights. For non-standard streetlights, the Master Developer shall submit a comprehensive "illumination study" to be approved by the Traffic/Electrical Field Operation Section that identifies all streetlight equipment specifications and spacing. In addition to the Code requirements, each and every streetlight over seven feet from grade to its highest point (either on a light pole or attached to a structure), on City dedicated public streets, on Homeowner Association maintained private streets and any parking lots or parking structures shall be installed with "full cut-offs" to prevent illumination from spilling beyond the sidewalk and road areas to protect the view of the night sky.~~

3.13. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such facilities in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) Within six months of the recordation of the Final Parent Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities.

The Telecommunication Facilities shall be located on the property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners; and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred (100) feet of any residential lot.

3.14 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City.

Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed 120 feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of \$10,000.00 and a continuing annual fee of \$5,000.00, payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of \$1.33 for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.15. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.16. Property Dedications to City. Except as provided in Section 7.05, 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 Master Developer from the United States of America).

3.17. 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 property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, 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 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, 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 City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

~~3.18. Additional Property Not Included Within Agreement. This Agreement does not authorize the development by Master Developer of additional property outside the boundaries of the Property (other than the addition of APN's 125-06-002-006, 125-06-002-005 and 125-06-002-007 and except to the extent that certain public facilities are explicitly referred to herein such as school sites, water facilities and fire stations) without an amendment to this Agreement.~~

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

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

(b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master

Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3. ~~1920.~~ Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, ~~NevadaNV Power CompanyEnergy, Embarr~~ (aka, ~~Sprint Central Telephone Nevada~~)Century Link, Southwest Gas Corporation, and Cox Communications.

3.20.

~~3.21. Development in Town Center and Urban Mixed-Use. Commercial Development Standards and Design Guidelines. All commercial development within the community shall be subject to the commercial development standards and design guidelines pursuant to the C-2 zoning district of the UDC. All permissible uses shall refer to the zoning districts described in the table on page 2 of the Kyle Canyon Development Standards.~~

~~(a) Master Developer shall submit to City for approval by the Planning Commission and City Council a set of design guidelines and development standards governing development in the Town Center and Urban Mix-Use land use categories ("The Town Center Standards"). The Town Center Standards shall include a requirement for commercial uses and be submitted prior to the earlier of:~~

~~(i) 18 months from the Effective Date; or~~

~~(ii) the issuance of the 3500th residential building permit.~~

~~(b) The City may withhold building permits for any permanent habitable structure within the Town Center and Urban Mixed-Use areas until The Town Center Standards have been approved by the City Council.~~

~~(c) Buildings in the Town Center area shall not exceed 160 feet in height, and buildings in the Urban Mixed-Use area shall not exceed 80 feet in height.~~

~~(d) Master Developer shall not apply to reduce the boundaries of, or to add single family detached housing as a permitted use in, the Town Center Mixed Use District for a period of five (5) years from the day the Town Center Standards are approved.~~

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage, ~~all temporary detention basins identified in the Master Drainage Study~~ and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding. The Master HOA shall be formed at the time of recordation of the first residential subdivision map, not including the Final Parent Map.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that common-interest communities will be created and governed by Declarations as such term is defined in NRS 116.037. Such Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) Such Declarations must be executed and recorded with the office of the Clark County Recorder, and shall include the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to

review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by an HOA the Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conform to those set forth in Exhibit “F” of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer’s creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City’s sole cost and expense. ~~City Master Developer or Master HOA will maintain all temporary detention basins identified in the Master Drainage Study. The City agrees to cooperate with the Master Developer and will diligently work with the CCRFCD to obtain acceptance of all permanent drainage facilities. Within 60 days of completion of the first temporary basin, Master Developer shall deposit into a special account \$100,000 to reimburse City for City’s costs to maintain the basins. Master Developer shall annually thereafter deposit an amount necessary to restore the balance~~

~~of the account to \$100,000.~~

SECTION FIVE

PUBLIC FACILITIES

5.01. Elementary, Middle and High School Acreage. Master Developer shall dedicate, at no cost to City or the CCSD, up to ~~72~~ 74.34 acres total for the school sites shown on the Master Land Use Plan. Master Developer further agrees to construct Standard Improvements adjacent to the school parcels contemporaneous with the construction of adjacent Village Streets. Such improvements for each dedicated parcel shall be constructed by Master Developer on such schedule as agreed between Master Developer and the CCSD. City agrees that Master Developer has met its obligation in this section if it offers the dedication to the CCSD with restrictions requiring

(a) conformance with the Design Guidelines; and

(b) replacement of any Standard Improvements or facilities installed by Master Developer damaged or removed by CCSD.

5.02. Fire Protection.

(a) Payment Towards Construction of Fire Station. Master Developer will contribute \$4,100,000 to the City for the sole purpose of construction of a Fire Station at the Fire Station Site by the earlier of June 30, 2017 or the Final Inspection of the 4,500 residential dwelling unit in the Community. However, if by June 30, 2017 fewer than 2,100 residential dwelling units have received the Final Inspection, the Fire Station Contribution will be delayed and at that time, the City and Master Developer will mutually agree on a future Fire Station Contribution date.

If the Final Inspection has not been issued for any residential dwelling unit prior to June 30, 2017, The Master Developer will have no obligation to make the Fire Station Contribution at that time. Upon the issuance of the first Final Inspection after June 30, 2017, the City and Master Developer will mutually agree on a future Fire Station Contribution date.

In any instance, if the City and Master Developer are unable to mutually agree to a future Fire Station Contribution date, the City Council may, after a hearing, withhold the issuance of residential dwelling unit or commercial building permits within the Community. City shall provide Master Developer written notice at least fifteen(15) days prior to such hearing.

Master Developer agrees to provide all wet and dry utility services to the Fire Station Site prior to the date of the Fire Station Contribution. The City agrees to construct and operate the Fire Station within 24-months after the date of the Fire Station Contribution. Within 18 months of the Effective Date, Master Developer shall pay to City \$1,000,000 towards the construction of a Fire Station at the Fire Station Site.

~~(b) Mandatory Fire Suppression Systems. Anything in the Applicable Rules to the contrary notwithstanding, every residential dwelling unit constructed in the Community shall be constructed with an automatic fire suppression system pursuant to specifications set forth in the Building Codes. Individual pressure booster pumps may be used to comply with water pressure requirements only where:~~

~~(i) requiring an increase in diameter of the sprinkler pipes inside a dwelling unit would increase the construction costs of such dwelling unit by more than Five Hundred (\$500.00) Dollars, adjusted for inflation; or~~

~~(ii) hydraulic calculations demonstrate that the required water pressure cannot be provided without use of a pump; or~~

~~(iii) a builder would otherwise be required to modify the architectural plans for a dwelling unit. Nothing in this Section 5.02 is intended to relieve Master Developer or a Designated Builder from any obligation to install automatic fire suppression systems in non-residential structures, which shall be provided as required by the Applicable Rules.~~

~~(c) Waiver of Permit, Inspection Fees. Master Developer and Designated Builders shall not be required to pay any cost or fee associated with the inspection of a fire suppression system required in Section (b) above. City shall use its best efforts to cause the LVVWD to waive any costs or fees~~

~~associated with Master Developer and Designated Builders compliance with Section 5.02 (b), above.~~

~~(d) Establishment of a Fire Safe Community Program.~~

~~(i) Within 90 days of the Effective Date, City shall establish a Fire Safe Community Program (the "FSCP") similar to City's Green Building Program.~~

~~(ii) City shall promote the FSCP, and the fact that Master Developer and Designated Builders comply with the FSCP:~~

~~(1) on all official City websites; and~~

~~(2) in written materials that are available in all offices of the City that are open to the general public during normal business hours.~~

~~(iii) All websites and written material described in Section (ii) above shall contain a reference to a website provided by Master Developer where people can obtain information about the Community, the Master Developer and Designated Builders.~~

~~(iv) Within 90 days of City sending written notice to Master Developer that City has established the FSCP, Master Developer shall pay City \$50,000 towards the cost of City's obligations set forth in this Subsection(d).~~

~~5.03. Regional Transportation Center.~~

(a) Dedication of a Transit Center Site. Master Developer shall, at no cost to City or the RTC, dedicate up to two and one-half (2.5) gross acres of land to serve as a transit hub and transfer point for various bus routes. Such dedication shall be subject to a restriction that requires the RTC to allow, at no

cost, at least one-half (1/2) acre of the RTC parcel to be used for parking facilities that serve both the RTC parcel and the Property. Master Developer shall construct Standard Improvements adjacent to the RTC parcel contemporaneous with the construction of adjacent Village Streets. The Transit Center shall be in the location shown on the Master Land Use Plan or in such alternate location approved by Master Developer, City and the RTC. So long as the alternative location is within the ~~Town Center Mixed-Use~~ Blended Land Use district, an amendment to the Master Land Use Plan shall not be required. Master Developer is under no obligation to dedicate any land to the RTC other than as required herein.

(b) Design of the Regional Transportation Center. RTC shall design the Transit Center in accordance with the Design Guidelines, subject to the approval of Master Developer and City.

5.04 Police Services. Designated Builders shall pay City \$218 per residential unit for use in the construction of a Metro substation to serve the Community and the surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit. City and Metro agree that all residential unit fees collected from development in the Community for a Metro substation shall be used the for construction of a Metro substation that is no more than one mile from the Community and shall be constructed and operating within one year from the completion of the Community.

SECTION SIX

OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES

6.01. Parks Agreement. There exists a Parks Agreement describing the Parties' responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. Such agreement is attached hereto as Exhibit "D" and incorporated fully herein. The parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement would not have otherwise been approved and executed without the prior approval of the Parks Agreement by the City Council.

SECTION SEVEN

PROJECT INFRASTRUCTURE IMPROVEMENTS

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests can not be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 ~~Off-Site Sanitary Sewer Capacity~~

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Off-Site Sewer Capacity. The Master Developer and the City have analyzed the effect of the buildout of the Community on offsite sewer pipelines. The Master Developer agrees to install parallel sewer lines as indicated in the letter report by Slater Hanifan Group dated May 23, 2011 and included in Exhibit "H". The construction of offsite sewer pipelines will be performed at the percentage buildout shown in this analysis. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will be performed using a full pipe capacity, d/D ratio of 0.90.

7.0405 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: tentative map (residential or commercial); site development plan review (multi-family or

commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study . Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based on the proposed development in the Community.

(e) Kyle Canyon Engineered Details. Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;

(ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and

(iv) submittal upon receipt of first review for the master infrastructure ~~for second review~~ of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans for infrastructure that required to provide service to the builder parcel — must be approved prior to or concurrent with approval of civil improvement plans for the Designated Builder Parcel. Infrastructure that is adjacent to but not utilized by the builder parcel will not be required to be constructed but shall be required in compliance with sSection 3.01.63.02(c).

7.0506 Northern BeltwaySheep Mountain Parkway. Currently, the Property is encumbered by an irrevocable BLM Right-of-Way grant in favor of the City for the proposed Northern BeltwaySheep Mountain Parkway as depicted on Exhibit “I” (the “Existing ROW”). The City has planned the future Sheep Mountain Parkway that will allow the right-of-way to be modified approximately 50.1 acres as depicted on Exhibit “J”. In exchange for this reduction of right-of-way, the Master Developer shall construct a permanent detention basin in the area depicted on the Master Land Use Plan. The Master Developer agrees to remove interim detention basins located within Sheep Mountain Parkway right-of-way and to locate permanent detention basin(s) along the Puli Road alignment. The City will receive a cost benefit of approximately \$7,000,000 of future construction costs through the construction of a permanent detention basin upstream of the Sheep Mountain Parkway Flood Control Facilities. Attached as Exhibit “L” is a memorandum for the estimate of probable cost between interim detention basin removal and permanent detention basins. The City further agrees to submit and approve a vacation of the existing right-of-way. However, the vacation will not be recorded until the Master Developer records the Parent Final Map which includes a requirement for KAG Property, LLC to dedicate an additional 4.3 acres in conformance with Exhibit “J” that is not encumbered by the City’s BLM grant N-77772. The Parties have agreed to a realignment of the proposed Northern Beltway (the “Northern ROW”) and for the means by which the City shall acquire certain of the necessary rights of way for the Northern Beltway both within and outside the boundaries of the Property and for the abandonment by the City of the Existing ROW. Except as required by the Applicable Rules and the Master Studies, City shall not require the dedication of any easement, right of way or other interest for the Northern ROW. The City will follow the Applicable Rules if any property proposed for Sheep Mountain Parkway is to be vacated.

~~(a) The agreement of the parties as to the Northern ROW is as follows:~~

~~(i) Prior to the recordation of the Parent Final Map, certain real property necessary to construct the Northern ROW within Section 1 as depicted graphically, and identified by legal description by Exhibit "H" (the "Section 1 Land"), shall be dedicated to the City pursuant to one of two alternatives identified herein at Section 7.05 (b).~~

~~(ii) Prior to the recordation of the Parent Final Map, certain parcels currently within the Providence Master Planned Community as depicted graphically, and identified by legal description by Exhibit "I" (the "Providence Land"), shall be dedicated to the City. The Providence Land will be dedicated free of any debt encumbrances, and subject only to standard title exceptions acceptable to the City.~~

~~(iii) The Parties acknowledge that on the Parent Tentative Map, the Master Developer will identify for dedication to the City all real property necessary to construct the Northern ROW within the boundaries of the Property as depicted graphically, and identified by legal description by Exhibit "J" (the "On-Property Land").~~

~~(iv) Within thirty (30) days after the Effective Date, the City shall file an action to vacate the Existing ROW. Such vacation shall not record until such time as the dedication of the Section 1 Land and the Providence Land to the City, and the recordation of the Parent Final Map conveying the On-Property Land to the City, are complete.~~

~~(v) In any event the Existing ROW shall not be vacated until the Section 1 Land, the Providence Land and the On-Property Land are dedicated to the City as set forth herein. In the unforeseen event that the Section 1 Land, the Providence Land and the On-Property Land are ultimately not dedicated to the City for any reason, the parties acknowledge the necessity to amend the Agreement to accomplish an amendment of the Master Land Use Plan to properly include the Existing ROW within the Property.~~

~~(vi) The Master Developer acknowledges, for itself, and on behalf of any Designated Builders, that the City will process, but will abey consideration of, any Tentative Subdivision Map, Site Development Plan Review or other approval that could result in the issuance of a building permit for parcels that lie within the Existing ROW until such time as the Section 1 Land, the Providence Land and the On-Property Land are dedicated to the City.~~

~~(vii) The City shall not bear any escrow fees, title insurance premiums or other costs related to the dedication of the Section 1 Land, the Providence Land or the On-Property Land.~~

~~(b) With regard to the dedication of the Section 1 Land, there are two alternatives:~~

~~(i) Alternate 1. As to the dedication of the Section 1 Land, the land will be dedicated free of any debt encumbrances, and subject only to standard title exceptions acceptable to the City.~~

~~(ii) Alternate 2. Alternatively, the Section 1 Land may be dedicated subject only to standard title exceptions acceptable to the City and to encumbrances for debt existing as of the Effective Date ("Debt Encumbrances"), and such dedication shall be accepted by the City only upon the following terms:~~

~~(1) Along with the dedication, an Irrevocable Letter of Credit in favor of the City and the Debt lien holders will be provided to the City, issued by a commercial bank acceptable to the City (the "LOC");~~

~~(2) The LOC will be in the amount of the Debt Encumbrances, plus related expenses in an amount acceptable to the City. If the debt lien holders acknowledge by agreement that the amount of the LOC will satisfy all amounts due and owing for the Section 1 Land, the City shall accept the amount of the LOC offered. The LOC will allow the City or the Debt lien holders to draw upon the LOC to extinguish the Debt Encumbrances, should there be an uncured default under the loan agreements that underlie the Debt Encumbrances, or an uncured default in the terms of this Section;~~

~~(3) — An agreement the terms and provisions of which are acceptable to the City, will be provided to the City, which will be executed by the Debt lien holders and the Section 1 land owners, which acknowledges the dedication and the terms under which the City is accepting the dedication subject to the Debt Encumbrances. The lender agreement will provide that all notices sent by the Debt lien holders to the debtors related to the Section 1 Land will be copied to the City, and that the loan agreements cannot and shall not be amended or modified without the prior, express approval of the City Council. The lender agreement will further provide that, upon receipt of the full payment in an amount equal to the LOC, the Debt Encumbrances will be fully released regardless of whether the amount of the LOC is sufficient to cover all the debt, expenses and/or other obligations of the Section 1 Land owners to the lenders, and it will provide that the Debt lien holders acknowledge and accept that the City may construct public infrastructure improvements upon the Section 1 Land prior to the full satisfaction of the Debt Encumbrances; and~~

~~(4) — The loans underlying the Debt Encumbrances will be fully paid within five (5) years of the date of the dedication, resulting in a full extinguishment of the Debt Encumbrances.~~

7.0607 Other Roadway Improvements.

(a) Kyle Canyon Interchange. Master Developer will contribute \$1,000,000 to the City for the design, construction or reimbursement to City (if the interchange is constructed) of the Kyle Canyon Road – US 95 interchange three years after the issuance of the first Final Inspection for a residential home within the Community. Master Developer will make a second \$1,000,000 contribution to the City one year after the first contribution. However, if 1000 residential units have not been constructed within three years of the first residential home Final Inspection approval, the Master Developer and the City shall mutually agree on an extension of the first contribution. At the City's discretion, the City may use the Developer contribution for design of Kyle Canyon Road/US 95 Interchange for the design, right-of-way acquisition or construction of the following projects:

- 1) Kyle Canyon Interchange at US95.

- 2) Shaumber Road – Centennial to Ann.
- 3) Puli Road – Grand Teton to Ann.
- 4) Oso Blanca Road – Kyle Canyon Road to Tee Pee.
- 5) Skypoint Road – Hualapai to Log Cabin.
- 6) Alpine Ridge – Iron Mountain to Kyle Canyon.
- 7) Hualapai – Oso Blanca to G.E.D. site boundary.
- 8) Hualapai – Centennial to Grand Teton.

City shall petition the Regional Transportation Commission to place the Kyle Canyon Road Interchange on the capital projects list for the year 2026. City shall complete construction of the Kyle Canyon/US 95 interchange in substantial conformance with a design acceptable to the Parties. City shall use its best efforts to complete such construction within 48 months of the Parties agreeing on a design. Master Developer shall pay City \$10 million dollars for the construction of the interchange within 60 days of notification from the City that the design is complete in a manner sufficient to bid the project.

~~(b) Horse Drive Interchange. City shall use its best efforts to complete construction of the Horse Drive/US 95 interchange within 30 months of the Effective Date.~~

~~(c) Hualapai Interchange. Parties will cooperate in:~~

~~(i) requesting that Clark County prioritize construction of appropriate improvements to the Hualapai/215 interchange; and~~

~~(ii) obtaining any available federal, state, RTC or Clark County funding for such construction. City and Master Developer agree to cooperate and work in good faith to request that Clark County and RTC prioritize construction of appropriate improvements to the Hualapai/215 interchange and obtain any available Federal, State, RTC or Clark County funding for such construction.~~

~~(d) Hualapai/Horse Connector. Master Developer shall dedicate with the Parent Final Map~~

~~the right of way for, and shall construct the improvements depicted in, the Design Guidelines as DG-S-A1 and DG-S-A2.~~

7.0708 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of ~~Development Services~~Public Works shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008~~2~~ Master Plan Update prior to the final inspection of the first unit within each area

protected by the appropriate drainage facility.

~~An interim drainage facility in lieu of the permanent regional facility could be considered acceptable for the Las Vegas Wash—Moccasin (LVMO-0000) facility. Additionally, those facilities that will be in the Mountain Edge Parkway alignment (right-of-way) will be interim drainage facilities. Interim drainage facilities shall be maintained in accordance with Sections 4.01 and 4.04 of this Agreement.~~

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided.

(e) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage ~~Plan~~Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction.

SECTION EIGHT

SPECIAL IMPROVEMENT DISTRICT

8.01 City agrees to consider and, if appropriate, process and facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. If a request to create a special improvement district is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines, which are attached hereto at Exhibit "E." City shall cooperate with the Master Developer to include all eligible projects for a special improvement district. The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION NINE

REVIEW OF DEVELOPMENT

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than ~~eleven (11)~~twenty-four (24) months after the Effective Date of this Agreement, and again ~~at least annually~~every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. 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 may be continued to afford reasonable time for response

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer 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 Director of the Department of Planning may, in ~~her~~their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the 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 TEN

DEFAULT

~~10.01~~ 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 ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and

opportunity to cure was mailed to the non-compliant Party.

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

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. 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 one party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, 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 City and Master Developer. 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 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer 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, City and Master Developer may pursue any course of action at law or in equity available for breach of contract, 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.

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

10.05. 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.

10.06. 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.

SECTION ELEVEN
GENERAL PROVISIONS

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

11.02. Assignment.

The parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 11.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Section 11, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's

request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement.

1) An entity owned or controlled by Master Developer;

2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to i) develop the Property or ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to i) commence development or ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has i) the financial

resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, 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 therefrom, 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.

11.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Section 11, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

11.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer 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 Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community.

Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement, except for a defense in any legal action related to waiver of proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. 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, agent, employees, or representatives. This section shall survive any termination of this Agreement.

~~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. Master Developer 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 transfer is an immediate default of this Agreement notwithstanding the cure provisions of Section Ten. Any cumulative swap, trade, sale or other transfer of more than thirty three percent (33%) of the ownership interests of Master Developer entity to a third person not otherwise contemplated by this Agreement, shall be considered a transfer of rights or obligations under this Agreement that requires City Council approval as provided above.~~

~~(b) To an Affiliate of Master Developer. Except as otherwise provided by Section 11.02(c), below, the rights of the Master Developer under this Agreement may be freely transferred or assigned to an Affiliate of the Master Developer provided that such entity shall assume in writing all obligations of the Master Developer hereunder.~~

~~(c) Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Property shall relieve Master Developer of its obligations hereunder, 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 Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.~~

~~(ed) In Connection with Financing Transactions. Master Developer has full and sole~~

~~discretion and authority to encumber the Property or portions thereof, or any improvements thereon, 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 therefrom, 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.~~

~~11.03 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer 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 Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. 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, agent, employees, or representatives. This section shall survive any termination of this Agreement.~~

~~11.0405. Binding Effect of Agreement.~~ Subject to Section 11.02, 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.

~~11.0506 Relationship of Parties.~~ It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

be.

~~11.09010~~ Recording; Amendments. Promptly after execution hereof, 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 Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

~~11.4011~~ 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.

~~11.4412~~ Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

~~11.4213~~ 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.

11.~~43~~14 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law..

11.~~44~~15 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.~~45~~16 Gender Neutral. In this Development Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

CITY:

OWNER:

CITY COUNCIL, CITY OF LAS VEGAS

~~KYLE ACQUISITION GROUP, LLC~~ KAG
PROPERTY, LLC

By:

By:

Oscar B. Goodman, Mayor

Name:

Approved as to Form:

Title:

Deputy City Attorney

SUBSCRIBED AND SWORN TO before me
on this ____ day of _____,
2011~~0~~__.

Attest:

City Clerk

Notary Public in and for said County and State

By:

Beverly Bridges, ~~Acting~~ City Clerk

KYLE CANYON DEVELOPMENT AGREEMENT

EXHIBITS

Exhibit "A"	Property Description
Exhibit "B"	Phasing Map
Exhibit "C"	Impact Statement
Exhibit "D"	Parks Agreement
Exhibit "E"	Developer Special Improvement Guidelines
Exhibit "F"	Residential Land Use Table and Master Land Use Plan
Exhibit "G"	Master Drainage and Traffic Studies (on disk)
Exhibit "H"	Offsite Sewer Capacity Letter
Exhibit "I"	BLM Right-of-Way Grant
Exhibit "J"	Sheep Mountain Parkway Right-of-Way Reduction
Exhibit K"	Memorandum Cost between Interim and Permanent Detention Basins
Exhibit "L"	Village Street and Trail Section
Exhibit "M"	Kyle Canyon Development Standards and Architectural Design Guidelines

DEVELOPMENT AGREEMENT

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A

TO THE AMENDED AND RESTATED KYLE CANYON DEVELOPMENT

AGREEMENT

PROPERTY DESCRIPTION

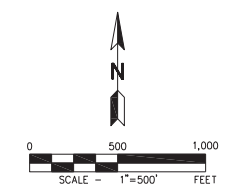
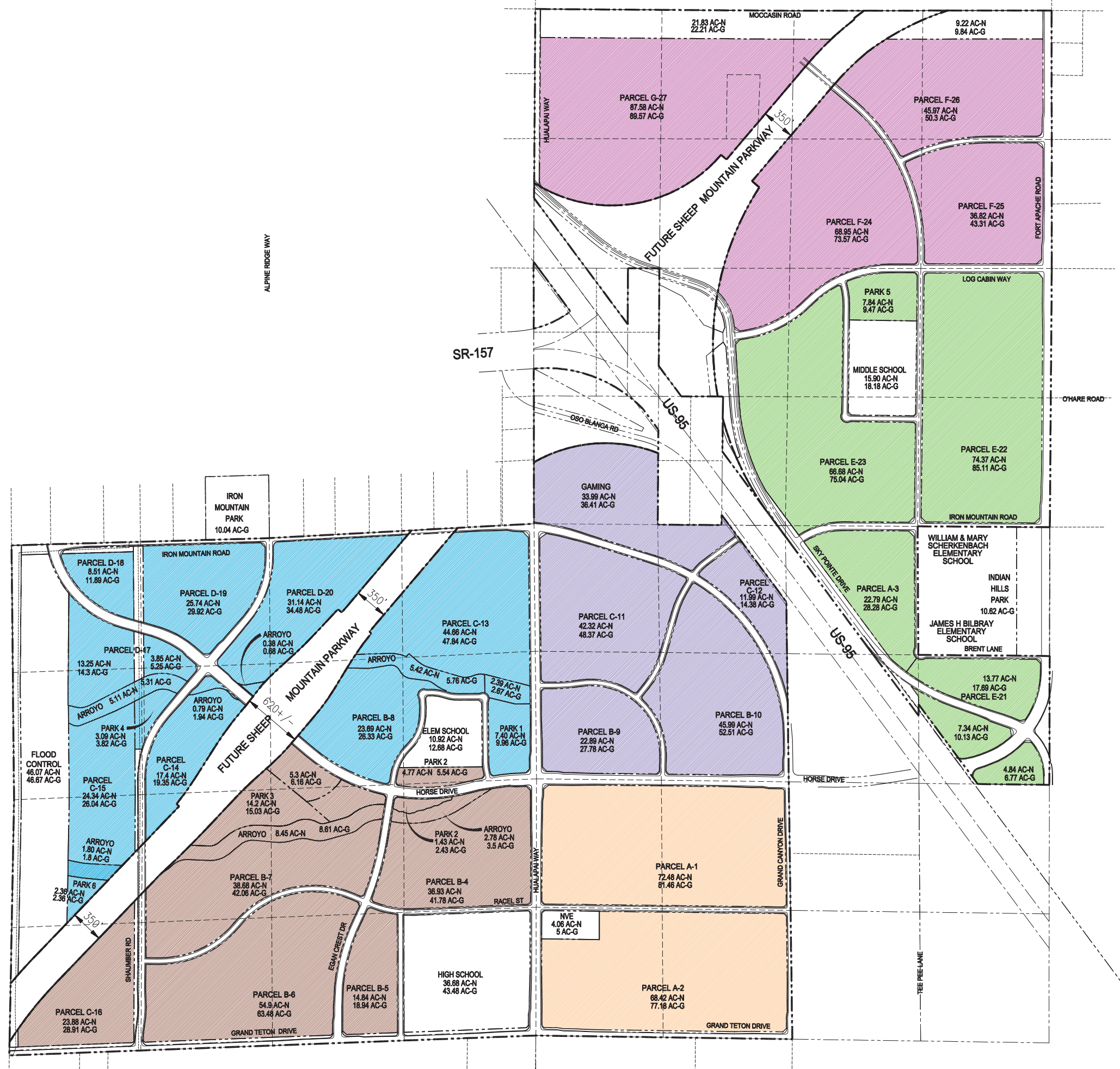
Assessors Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5.00
125-06-301-001	3.24
125-06-301-002	3.12
125-06-401-001	42.77
125-06-401-005	0.06
125-06-701-001	238.14
125-07-101-004	0.13
125-07-101-005	11.57
125-07-101-006	63.66
125-07-201-001	39.73
125-07-201-002	40.63
125-07-301-001	40.31
125-07-301-002	41.14
125-07-401-001	40.70
125-07-401-002	41.39
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-003	1.55
125-07-602-004	5.02
125-07-602-005	31.12
126-12-000-001	668.90

TOTAL:**1,662.10**

DEVELOPMENT AGREEMENT

EXHIBIT B

PHASING MAP



LEGEND	
	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4
	PHASE 5
	PHASE 6
	PROJECT BOUNDARY

DEVELOPMENT PHASING EXHIBIT

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

CARWIN
ADVISORS

DEVELOPMENT AGREEMENT

EXHIBIT C

IMPACT STATEMENT

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

ENVIRONMENTAL IMPACT ASSESSMENT

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.18.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. The Environmental Impact Assessment forms attached herein must be prepared for each factor* and submitted for evaluation.

√	1	Project Description
√	2	Transportation and Traffic
√	3	Schools
√	4	Emergency Services
√	5	Housing
√	6	Mass Transit
√	7	Open Space and Recreation
√	8	Hydrology
√	9	Water Quality
√	10	Utilities and Service System

* Bold question numbers denote minimum NRS requirements

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as Kyle Canyon Master Plan, located at Moccasin Road and Grand Teton Drive and North Fort Apache Road and Puli Road.

This document is being prepared by:

Company Name: Carwin Advisors

Address: 8379 W. Sunset Road

Suite 150

Las Vegas, NV 89113

Contact Person:

Name: Michael D. Ross, PE, LEED AP

Title: Senior Advisor

Telephone: (702) 269-0043

Fax:

E-mail: michael.ross@carwinadvisors.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct.

I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____



Date: _____

21 JUNE 2011

Name: Michael D. Ross, PE, LEED AP

Title: Senior Advisor

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

1 Project Description

1.a Project title: Kyle Canyon Master Plan

1.b Application #:

1.c Project location: Bordered by: Moccasin Road to the north, Grand Teton Drive to the south, N. Fort Apache Road on the east and Puli Road on the west.

1.d Project sponsor

Name: KAG Properties, LLC
C/O Carwin Advisors

Address: 8379 W. Sunset Road
Suite 150
Las Vegas, NV 89113

Telephone: (702) 269-0043

1.e G. P. designation: Traditional Neighborhood Development

1.f Zoning: Traditional Development (TD)

1.g Project description:

Total site acreage: 1,661.8

i) Residential

Total units: 9,000 maximum

FAR per Lot: Varies

Lot Coverage per Lot: Varies

ii) Hospitality

Total rooms: 36.41 acres designated for Casino Complex

Total entertainment: 155,000 SF

iii) Commercial

Total S.F.: 55.21 acres General Commercial
128.66 acres blended use up to 10% commercial use

Total FAR: Varies

Total Lot Coverage: Varies

1.h Briefly describe the project's surrounding land use and setting:

North: (PD) Undeveloped

East: (R-PD) Single Family Residential

South: (PD) Partially Developed Residential

West: (RC) Red Rock Conservation Area

ENVIRONMENTAL IMPACT ASSESSMENT

-
- 1.i Project narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach exhibits if necessary):

Narrative: The Kyle Canyon Master Development Plan comprises approximately 1,661.8 acres of land. The project is planned for a range of single, cluster, and multi-family residential uses, as well as mixed use urban centers and commercial, resort casino uses. The Master Development Plan also contains sites designated for parks, trails, transit center, schools, and other public facility uses.

2 Transportation and Traffic

- 2.a Would the project include adequate emergency access pursuant to LVMC Fire and emergency response requirements?

Explain: Yes. The development agreement provides for funding to construct a City fire station.

- 2.b Would the project provide adequate parking pursuant to LVMC parking requirements?

Explain: Yes. The project shall provide adequate parking for the proposed development.

- 2.c Would the project potentially increase hazards due to a design feature (e.g., sharp curves, dangerous intersection) or incompatible uses (e.g., commercial heavy equipment)?

Explain: No. The project will not increase hazards due to design features or incompatible uses.

- 2.d Would the site have sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed project?

Explain: Yes. The site shall have access to Horse Drive, US-95, Hualapai Way, Shaumber Road, Grand Canyon Drive, Oso Blanco Drive, and Fort Apache Road. When fully improved, these roadways shall have the capacity for the traffic generated by the project.

- 2.e Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

Table: See Attached Table

TRIP GENERATION		
ITE CODE 820		
Shopping Center		
481,000 SF		
AM Peak Hour	623	Trips
PM Peak Hour	2,636	Trips
Weekday	24,302	Trips

TRIP GENERATION		
ITE CODE 210		
Single Family Detached Housing		
5,306 Dwelling Units		
AM Peak Hour	3,077	Trips
PM Peak Hour	3,396	Trips
Weekday	45,914	Trips

TRIP GENERATION		
ITE CODE 230		
Residential Condominium/Townhouse		
3,413 Dwelling Units		
AM Peak Hour	1,161	Trips
PM Peak Hour	1,331	Trips
Weekday	14,338	Trips

TRIP GENERATION		
Resort Corridor Hotel/Casino		
80,000 SF Casino		
AM Peak Hour	850	Trips
PM Peak Hour	1,629	Trips
Weekday	17,854	Trips

TRIP GENERATION		
Total Trips		
AM Peak Hour Entering	3,180	Trips
AM Peak Hour Exiting	4,729	Trips
PM Peak Hour Entering	5,485	Trips
PM Peak Hour Exiting	4,140	Trips
Weekday	110,082	Trips

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

3 Schools

3.a What is the total number of proposed residential units?

Conventional units: 9,000 maximum

Age-restricted units: Unknown (assume 0)

3.b Based upon the student generation factors utilized by Clark County School District¹ what is the estimated number of pupils generated by the proposal which will be added to the enrollment of each of the following:

Elementary School

School name: Proposed New School (see Land Use Plan)

Distance from site²: N/A

Number of pupils: 1,910

Junior High/Middle School

School name: Proposed New School (see Land Use Plan)

Distance from site²: N/A

Number of pupils: 902

High School

School name: Proposed New School (see Land Use Plan)

Distance from site²: N/A

Number of pupils: 935

¹ See Exhibit 1

² Attach a map indicating the primary route/distance from the proposed project main entry point to the school main access point.

ENVIRONMENTAL IMPACT ASSESSMENT

4 Emergency Services

- 4.a** Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Fire

Name of the facility:	Fire Station 48	Future Fire Station
Existing/proposed:	Existing	Proposed w/ construction funding
Distance from site ³ :	1.5 miles	100 feet

Police

Name of the facility:	Northwest Area Command
Existing/proposed:	Existing
Distance from site ³ :	12.14 miles

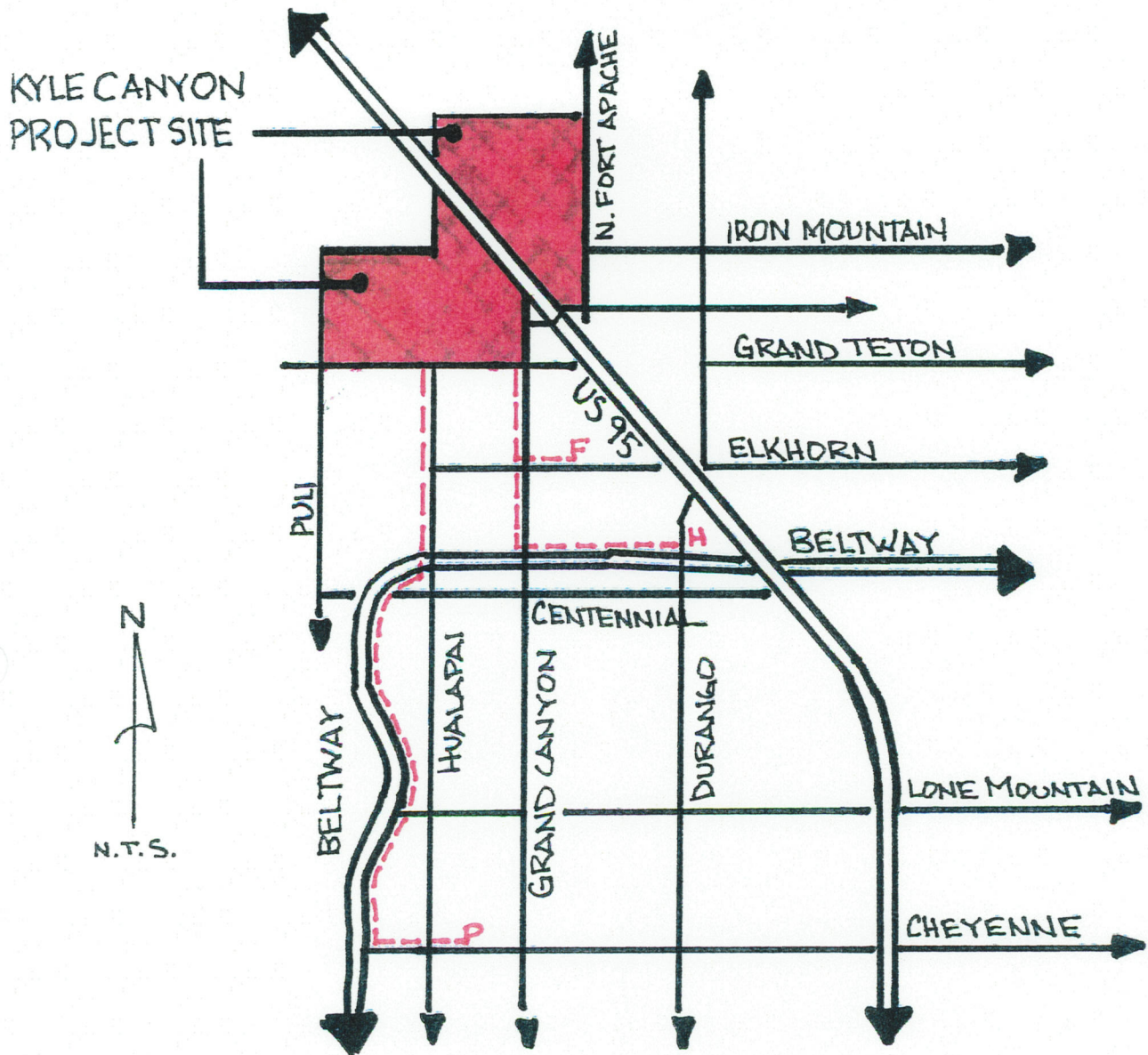
Emergency Services

Name of the facility:	Centennial Hills Hospital
Existing/proposed:	Existing
Distance from site ³ :	2.5 miles

- 4.b** Would the project result in increase for emergency services in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Explain: The project will not provide demand for additional emergency services during the initial development stages. Over time, additional fire services may be needed and the development agreement provides developer funding for the construction of a new fire station to be constructed at Grand Teton Drive and Grand Canyon Drive. Police services will come from the Northwest Area Command. The development agreement provides partial funding for construction of a future Metro command center closer to the site. Emergency services will be provided by Centennial Hills Hospital.

³ Attach a map indicating the primary route/distance from the proposed project main entry point to the firefighting, police, and emergency services main access point.



F: FIRE STATION #48

H: CENTENNIAL HILLS HOSPITAL

P: NORTHWEST AREA COMMAND

TO DOWNTOWN
LAS VEGAS

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

5 Housing

- 5.a Would the proposed project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, rural preservation area, or zoning ordinance)?

Explain: No. The current Land Use Plan and zoning is consistent with the proposed project. The site currently has existing planned developments on the East and South borders. This proposed master plan reduces the number of residents on this site from 16,000 to 9,000 units.

- 5.b Would the project displace or eliminate existing housing?

Explain: The site is currently undeveloped and will not displace any housing.

- 5.c What are the project characteristics, in terms of:

Density: Varies

Height: Varies

Gated community: Can be partially

Housing Type: All types

Home ownership: Partially

- 5.d Provide a brief statement setting forth the anticipated effects of the proposal on housing.

Explain: This proposal will not affect the housing surrounding the site. It will provide living units for many people looking for housing options in an innovative and comprehensive community.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

6 Mass Transit

6.a Provide the distance from the site of the proposal to the nearest mass transit loading point.

Line number/name: Centennial Express (CX)

Location: Centennial Hills Transit Center

Distance from site⁴: 1.9 miles

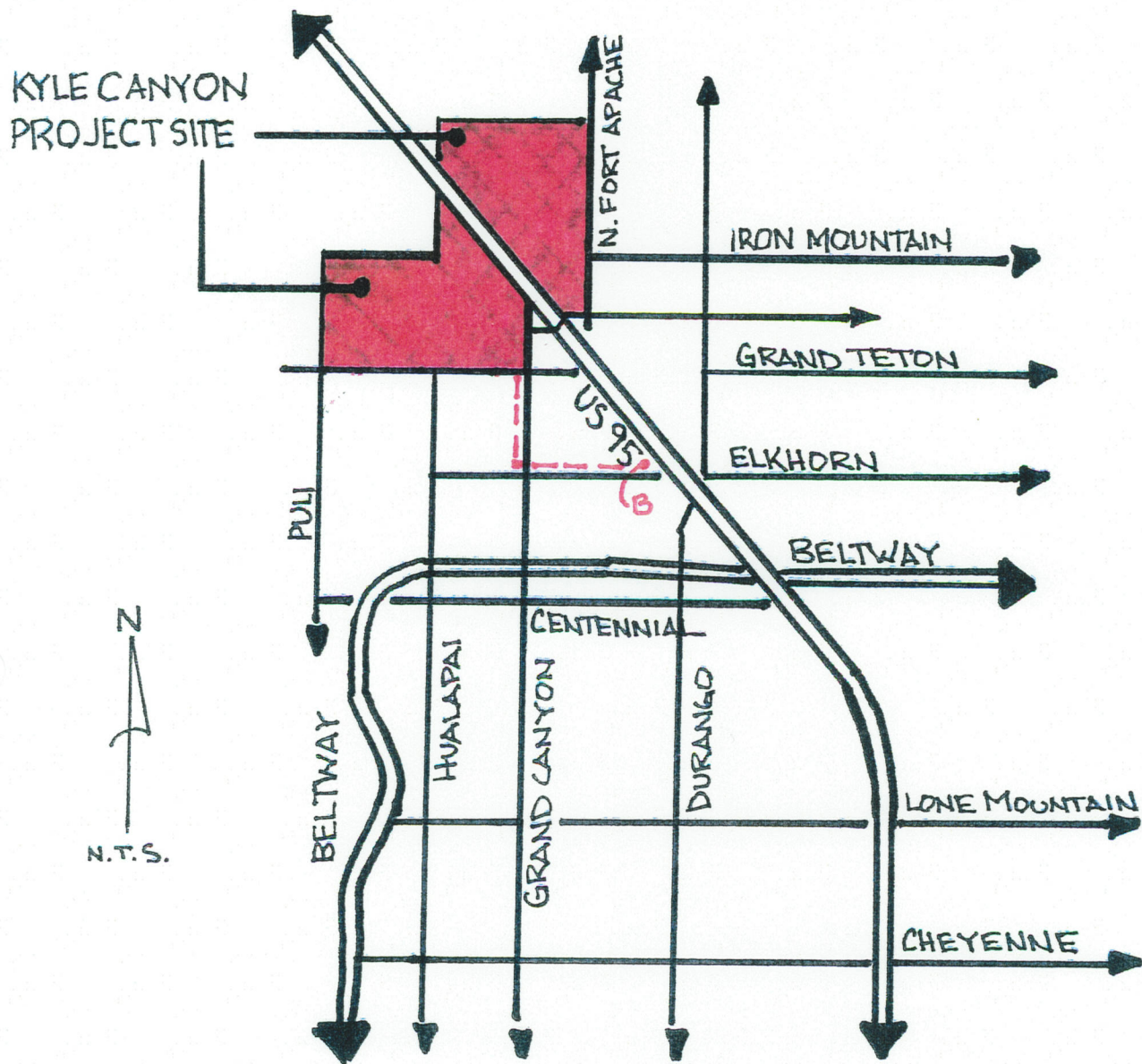
6.b Would the project result in change to the existing mass transit route, creation of a new line, or new loading points?

Explain: Yes. The development agreement provides for the dedication of a mass transit center in the heart of the proposed community as is shown on the proposed land plan.

6.c Provide a brief statement setting forth the anticipated effects of the proposal on mass transit.

Explain: In the initial stages of development this site is not expected to have an effect on the bus system since service is not currently provided to this area. As the site is developed, bus loading areas and a proposed transit center will provide for the mass transit needs of the community and the surrounding neighborhoods.

⁴ Attach a map indicating the primary pedestrian route/distance from the proposed project main entry point to the nearest mass transit.



B: CENTENNIAL HILLS TRANSIT CENTER

TO DOWNTOWN
LAS VEGAS

7 Open Space and Recreation

- 7.a Provide the distance from the site of the proposal to the nearest existing⁵ or planned⁶ (as identified by the City of Las Vegas Master Plan – Parks Element, 2000) recreation area as follows:

Neighborhood Park

Park name: Various internal parks

Location: see Land Use Map

Distance from site⁷: N/A

Community Park

Park name: Proposed Jones/Iron Mountain Park

Location: Jones and Iron Mountain

Distance from site⁷: 8 miles

Regional Park

Park name: Proposed Jones/Iron Mountain Park

Location: Jones and Iron Mountain

Distance from site⁷: 8 miles

-
- 7.b Based upon 1990 US Census population table⁸, what would be the total population generated by the proposed project?

Explain: The exact breakdown of single family and multi-family homes has not been determined. The development has a maximum of 9,000 units that could create a maximum population of 20,520.

-
- 7.c How much public parkland would be included in the proposed project?

Explain: 70 acres. Including two parks to be developed on City land. An ample amount of parkland has been planned and included in the master plan.

-
- 7.d Provide a brief statement setting forth the anticipated effects of the proposal on open space and recreation.

Explain: The site will be providing trails, open space, and recreation fields for the community. The existing parks should receive minimal impact due to the large amount of park space included in the plan.

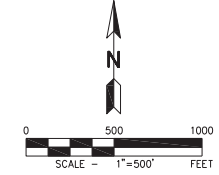
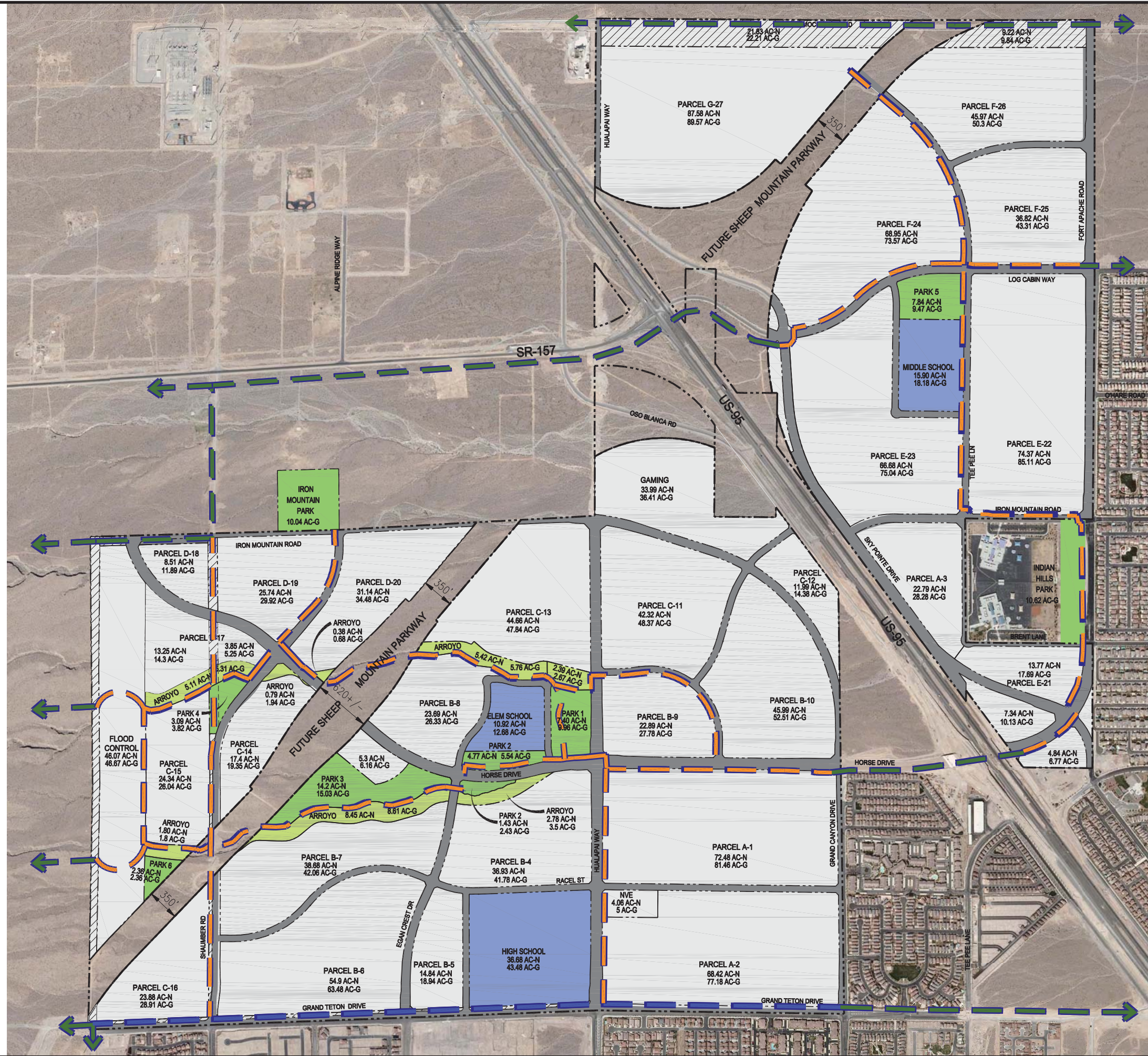
5 See Exhibit 2

6 See Exhibit 3

7 Attach a map indicating the straight distance from the project property line to the park property line.

8 See Exhibit 4

\\snp0202-000\kyle canyon\dwg\figures\110620\ncp0902-000 parks and trails.dwg 7/5/2011 9:17 AM Ben Morris



LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING TRANSMISSION POLE
- PROPOSED STREET
- ARROYOS
- PARKS
- SCHOOLS
- PROPOSED TRAILS
- PROPOSED EQUESTRIAN TRAIL
- PROPOSED TRAILS BY OTHERS

LAND USE	NET ACREAGE	GROSS ACREAGE	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	334.69	381.37	15.00	5.49
RESIDENTIAL "MEDIUM LOW"	415.63	467.20	15.00	8.49
RESIDENTIAL "MEDIUM LOW-ATTACHED"	155.03	165.70	25.00	12.49
BLENDED USE	111.20	128.66	50.00	15.00
GENERAL COMMERCIAL	43.24	55.21		
GAMING	33.99	36.41		
SUBTOTAL	1093.78	1234.55		
SHEEP MOUNTAIN PARKWAY	164.74	164.74		
FLOOD CONTROL	46.07	46.07		
PARKS	41.09	48.59		
ARROYOS	27.12	30.39		
OPEN SPACE	4.17	7.57		
SCHOOLS	63.50	74.34		
HUALAPAI SUBSTATION	4.06	5.00		
POWER EASEMENTS	51.07	44.92		
ROADS AND STREETScape	166.22	5.05		
SUBTOTAL	568.04	427.27		
TOTAL	1661.82	1661.82		

MAX RESIDENTIAL UNITS 9,000

TRAIL AND PARK EXHIBIT

KYLE CANYON

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

CARWIN
ADVISORS

8 Hydrology

8.a Would the proposed project alter the existing drainage pattern of the site area?

Explain: Yes. The project will alter the existing drainage pattern of the area. However, this will be addressed in the master drainage plan. The master drainage plan for the proposed 1,661.8 acres in this plan shall be submitted to and approved by the City of Las Vegas Department of Public Works prior to the issuance of any permits or recordation of any final maps.

8.b What is the quantity of the increase in storm water runoff generated by the proposed project, estimated by using standards hydrologic method?

Explain: The existing condition curve number for the Kyle Canyon property ranges from 77.4 to 86.9. The developed condition curve number for the Kyle Canyon property primarily ranges between 82 to 95. The average increase in the curve number will create an increased storm runoff. The master drainage plan discusses mitigation of the increase in runoff and its impacts on downstream property where flows are increased from the existing condition.

8.c Would the total quantity of water runoff after construction exceed the capacity of existing or planned storm water drainage system?

Explain: No. The total quantity of runoff after construction will be handled by the existing and/or planned facilities as indicated in the Master Drainage Plan for the project.

8.d Would the proposed project result in the construction of a new storm water drainage facility or the expansion of existing facilities? Is the storm water facility identified in the Neighborhood, City Wide or the Regional Master Plans?

Explain: Yes. The project will result in the construction of new storm drain facilities. The Master Drainage Plan addresses facilities that will be necessary to convey storm water. These facilities will also be identified in the Regional Master Plan.

8.e Would the proposed project place housing within a 100-year special flood hazard area as mapped on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM)?

Explain: No. Peak flows are being detained in a detention basin. Please see Master Drainage Study.

8.f Would the proposed project require drainage mitigation to protect the development from interim flows?

Explain: Yes. The project will require drainage mitigation to protect the development from interim flows. The interim flows are going to be consistent with previous studies and the Northwest Neighborhood Study Phase 2.

ENVIRONMENTAL IMPACT ASSESSMENT

- 8.g Would the proposed project development meet the Clark County Regional Flood Control District – Hydrologic Criteria and Drainage Design Manual requirements for street flow and dry lane criteria for both the existing and the ultimate flow conditions?

Explain: Yes. All streets will be designed to meet criteria for street flow and dry lane.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

9	Water Quality
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9.a Would water service provided to the proposed project by an existing or planned facility?

Explain: Both. The LVVWD currently provides or has proposed plans to provide water in the 2860, 2975, 3090 and 3205 pressure zones.

9.b Would the proposed project result in the construction of a new water treatment facility or expansion of existing facilities?

Explain: No. All required system modifications are already complete.

9.c What is the quantity of water that the project will demand during and after completion of the project, estimated by applying a demand factor established by the provider of water service or an equivalent calculation to the number of units that will be created by and the gross acreage that will be occupied by the project?

Explain: During construction the site will be developed in phases and within each phase lots will be constructed at different times. The water used during construction will be used for dust control and other various construction needs.

After completion:

Total Gross Acres = 1,661.8

Commercial Demand Flow Rate (max day) = 3.0 gpm/ac

Residential Demand Flow Rate (max day) = 5.2 gpm/ac

Therefore:

Commercial = 80 acres x 3.0 gpm/ac = 240 gpm

Residential = 1,020 acres x 5.2 gpm/ac = 5,304 gpm

Total = 240 gpm + 5,304 gpm = 5,544 gpm

10 Utilities and Service System

10.a Would the proposed project connect to an existing or planned sewer system?

Explain: Sewer service to the Master Development Plan area can be provided by extension of several City of Las Vegas sewer lines that border the project.

10.b What is the quantity of sewage affluent generated by the proposed project, estimated by applying a sewage generation factor established by the provider of sewer service or an equivalent calculation to the number of units or area of indoor floor space that would be created by the project?

Explain: Average Flow = 2.5 MGD, Peak Flow = 6.7 MGD

10.c Would the total quantity of sewage effluent generated by the proposed project exceed the capacity of existing or planned sewer system and wastewater treatment facility?

Explain: Yes. The City of Las Vegas provided model results to Slater Hanifan Group indicating that offsite sewer improvements are needed.

10.d Would the proposed project generate any industrial waste?

Explain: No. The entire project will consist of commercial, retail, and residential land uses and will not generate any industrial waste.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 1

Clark County School District
April 9, 2002

2001-2001 Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.245	0.163
6-8	0.123	0.066
9-12	0.137	0.062
P & 13	0.004	0.002

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, plexes, and condominiums.

P & 13: Pre-school and Sunset School.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 2

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Existing City Parks
(Map 1, pp. 11)

Parks Name	Classification			Acres
	N	C	R	
Aloha Shores Park	X			4.03
Angel Park	X			6.11
AnSan Sister City Park	X			7.83
Baker Park	X			6.78
Bob Baskin Park	X			6.18
Bruce Trent Park	X			10.00
Buckskin Basin	X	X		39.17
Charleston Heights Park	X			3.90
Charleston Heights	X			7.12
Chester A. Stupak Park	X			1.23
Children's Mem. Park	X	X		29.82
Coleman Park	X			4.00
Cragin Park	X			3.27
Dexter Park	X			4.70
Doolittle Park	X			15.28
Ed Fountain Park	X	X		29.82
Ethel Pearson Park	X			2.59
Fitzgerald Tot Lot	X			0.70
Freedom Park	X	X	X	68.08
Hadland Park	X			13.64

Parks Name	Classification			Acres
	N	C	R	
Heers Park	X			7.07
Hills Park	X			13.50
Huntridge Circle Park	X			3.14
James Gay III Park	X			7.18
Jaycee Park	X			18.40
Lorenzi Park	X	X	X	59.37
Lubertha Johnson Park	X			1.60
Mary Dutton Park	X			0.20
Mirabelli Park	X			1.41
Pueblo Park(s)	X			5.09
Rafael Rivera Park	X			9.28
Rainbow Family Park	X	X		26.48
Elkhorn/Durango Fields	X	X		
Rotary Park	X			3.34
Stewart Place Park	X			3.45
Wayne Bunker Family Pk	X			13.75
W. Charleston Lions Park	X			4.50
Wildwood Park	X			1.24
Woofert Family Park	X			9.22
Clarence Ray Park	X			0.10

N: Neighborhood Park

C: Community Park

R: Regional Park

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 3

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Planned City Parks
(Map 12, pp. 49)

Parks Name	Classification			Acres
	N	C	R	
Fort Apache/Log Cabin Park	X			TBD
Jones/Iron Mountain Park	X	X	X	TBD
Grand Canyon/Bardley Park	X	X		40.0/34.0
Fort Apache/Elkhorn Park	X			TBD
Elkhorn/Durango Ballfields	X	X		TBD
Deer Springs Park	X	X		110.0/40.0
Deer Springs/Thom Park	X	X		TBD
Regional Sports Park	X	X		60.00
Ann/Cimmaron Park	X			2.50
Cheyenne/Jensen	X	X		20.00
Metro Park	X			17.00
Alexander/Diamond Ridge Park	X			TBD
Cheyenne/Durango Park	X	X	X	5.0/61.5
Northwest Soccer Park	X	X		TBD
Summerlin Sports Park	X			TBD
Pioneer/Silver Ridge Park	X			TBD
AnSan Sister City Park	X			TBD
Buffalo/Oakey Park	X	X		42.5/30.0
Pioneer/O'Bannon Park	X			TBD
Oakey/Redwood Park	X	X		28.00
Heritage Park	X			TBD
Dog Fanciers Park	X			0.5/6.0
Bonanza/Honolulu Park	X			TBD

N: Neighborhood Park C: Community Park R: Regional Park

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 4

US Census Bureau
2000

Persons per Units by Units in Structure by Owner and Renter Occupied
(City of Las Vegas, US Census Bureau, 2000 SF3)

Owner Occupied	Persons per Unit
Single Family Detached	2.91
Single Family Attached (Townhouse)	2.15
Condominiums	
2 to 19 units	1.97
20 to 49 units	1.66
50 or more units	1.64
Mobile Home or Trailer	2.28

Renter Occupied	Persons per Unit
Single Family Detached	3.28
Single Family Attached (Townhouse)	2.78
Apartments	
2 to 19 units	2.40
20 to 49 units	2.08
50 or more units	1.95
Mobile Home or Trailer	2.29

DEVELOPMENT AGREEMENT

EXHIBIT D

PARKS AGREEMENT

KYLE CANYON PARKS AGREEMENT

THIS KYLE CANYON PARKS AGREEMENT (the "Parks Agreement") is made this _____ day of _____ 2011, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and KAG Properties, LLC, a Nevada limited liability company ("Developer"). All of the foregoing entities are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Developer is the owner and master developer of certain land described in Exhibit A attached hereto ("Kyle Canyon") within the corporate boundaries of the City. Developer has, concurrently with the execution of this Parks Agreement, entered into a Development Agreement with the City, which governs the future planning and development of Kyle Canyon ("Development Agreement").
- B. The Development Agreement contemplates that Developer will construct parks and other recreational amenities within Kyle Canyon as a condition to the City's approval of the development project.
- C. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.
- D. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- E. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Developer has agreed to organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.
- F. The Parties wish to enter into this Parks Agreement to: (i) establish the amount and nature of the parks and recreational facilities to be constructed by Developer as part of its obligations with respect to the development of Kyle Canyon, (ii) waive the residential construction tax, (iii) set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (v) for other purposes as set forth below. The parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Developer agrees to design and construct, at Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All recreational amenities for Indian Hills Park and Iron Mountain Park shall be dedicated to

the City. All other parks and their recreational amenities shall be dedicated to the Master HOA.

2. Required Facilities of Parks. Developer agrees that each of the Qualified Parks shall, as a minimum, contain those amenities and features described in Exhibit C hereto (the "Required Facilities"). City agrees that Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities.
3. Design of Parks. Prior to construction of each park, Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park in plan view for City's review. The conceptual plans may vary from the conceptual layouts included in Exhibit C. However, approval of a conceptual plan that conforms to the layouts in Exhibit C shall not be unreasonably withheld by the City. Following acceptance by the City of the conceptual plan, Developer shall proceed to design the park in accordance with the standards set forth in the Kyle Canyon Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Kyle Canyon Design Guidelines, the Required Facility shall be designed in accordance with Parks Standards Office of Architectural Services City of Las Vegas Department of Public Works dated March 8, 2007 (Exhibit E). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Kyle Canyon Design Guidelines, the Exhibit E, this Parks Agreement and the provisions of the Building Codes relating generally to construction of improvements within the City.
4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Developer agrees that it will adhere to the following schedule for design and construction of Parks.
 - A) For purposes of this Parks Agreement, Kyle Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. The Park Areas are described on Exhibit D hereto.
 - B) Developer shall submit to the City for its review a conceptual plan of all parks located within a Park Area prior to the issuance of the first (1st) permit for the construction of dwelling units within such Park Area that exceeds the Park Construction Trigger shown on Exhibit D. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each Park Area.
 - C) Developer shall prepare 90 percent construction drawings and specifications for all parks and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such park. Developer shall subsequently submit 100 percent construction drawings and specifications within 90 days of completion of the City's review of the 90 percent construction drawings and specifications.
 - D) Developer shall commence construction of each park within ninety (90) days following the City's final approval of the construction drawings and specifications for such park and shall complete each such park within 18 months of the start of construction.
 - E) Developer shall commence construction of the Indian Hills Park in conformance with the approved construction drawings prepared for the Indian Hills Park prior to the issuance of the five hundredth (500th) permit for the construction of dwelling units within Kyle Canyon located on the east side of US95 or prior to the issuance of the two thousandth (2000th) permit for construction of dwelling units within all of the

Kyle Canyon development. The City shall, at City expense, cause the existing construction drawings entitled, "Indian Hills Park Las Vegas Nevada Project Number 05.15341.04", and dated March 14th 2008 to be reviewed for code compliance and updated as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than 120 days prior to the Developer's commencement of construction. Developer will complete construction within 24 months of commencement.

- F) Developer will design and construct the Iron Mountain Park on APN 126-01-401-013. The park will contain the amenities and structures depicted in the conceptual design described in Exhibit C and conform to the standards set forth in Exhibit E. Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Developer of the issuance of the four thousandth (4000th) permit for the construction of dwelling units within Kyle Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Developer will prepare construction drawings and will commence and complete construction in accordance with subsections 5C and 5D above.
6. Public's Right to Use of Qualified Parks. Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis. Developer shall ensure that a land use restriction creating nondiscriminatory access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Except for Indian Hills Park and Iron Mountain Park, which shall be dedicated to the City, each Qualified Park shall be conveyed by Developer to the Master HOA within 60 days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.
7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks"), except for Indian Hills Park and Iron Mountain Park, which shall be maintained by the City, within 30 days of completion. City will commence maintenance of Indian Hills Park and Iron Mountain Park -within 30 days of completion of construction and acceptance of such parks by City. The City shall maintain Indian Hills Park and Iron Mountain Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit F takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.
8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.
9. Amendment of the Declaration. Neither Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of

damage to or destruction of Indian Hills Park and Iron Mountain Park, per City policy the City shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Parks Agreement.

11. Construction of Qualified Parks. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
12. Waiver of Residential Construction Tax. In consideration of Developer's agreement to construct all of the Qualified Parks identified in this Agreement, City hereby waives the residential construction tax for the all residences constructed in Kyle Canyon up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.
13. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Agreement.

14. Enforcement and Remedies.

- (a) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ('Nondefaulting Party'), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within 10 days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.
- (b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within Kyle Canyon. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

15. Miscellaneous.

- (a) Assignment. Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with an assignment to a Successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance

bond by a Successor Master Developer shall not be required by the City so long as Successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement.

If Developer (or Successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a Successor Master Developer (or new Successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA.

The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.

- (b) Notices. Except as otherwise provided in this Parks Agreement, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party at the most recent address furnished by such Party to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party's attorneys.
- (c) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a

Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Developer, the City, and the Master HOA.

- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Kyle Canyon.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO THE KYLE CANYON PARKS AGREEMENT

KAG Properties, LLC

By: _____

Print Name: _____

Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the ____ day of _____, 2011, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

CITY OF LAS VEGAS, NEVADA

By: _____

Print Name: Carolyn G. Goodman

Title: Mayor

ATTEST:

Beverly K. Bridges, City Clerk

Approved as to Form:

Deputy City Attorney

EXHIBIT A
TO THE KYLE CANYON PARKS AGREEMENT
DESCRIPTION OF PROPERTY

EXHIBIT A

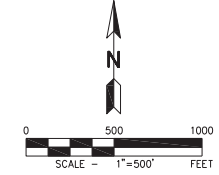
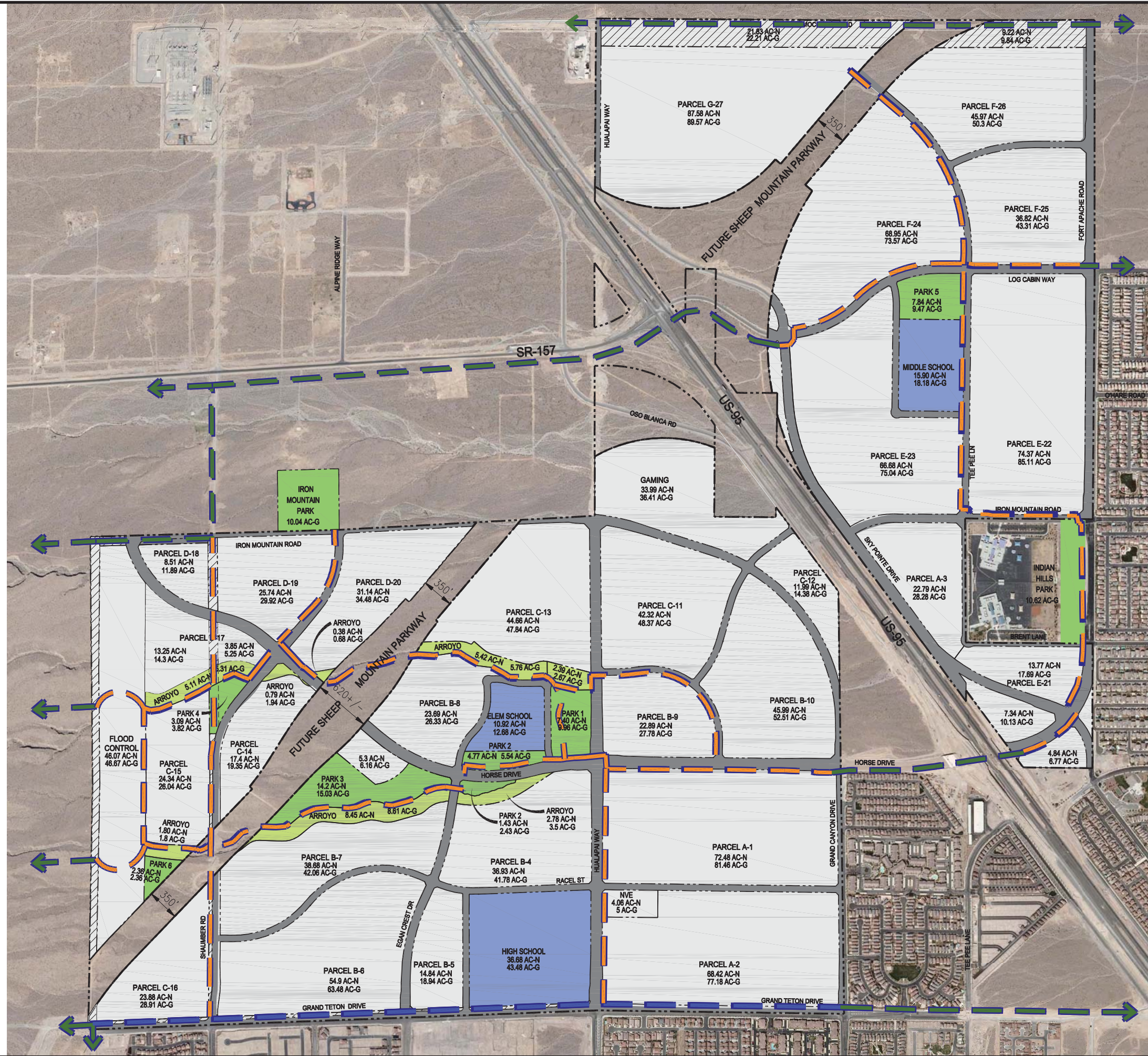
TO THE AMENDED KYLE CANYON PARKS AGREEMENT

DESCRIPTION OF PROPERTY

Assessors Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5.00
125-06-301-001	3.24
125-06-301-002	3.12
125-06-401-001	42.77
125-06-401-005	0.06
125-06-701-001	238.14
125-07-101-004	0.13
125-07-101-005	11.57
125-07-101-006	63.66
125-07-201-001	39.73
125-07-201-002	40.63
125-07-301-001	40.31
125-07-301-002	41.14
125-07-401-001	40.70
125-07-401-002	41.39
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-003	1.55
125-07-602-004	5.02
125-07-602-005	31.12
126-12-000-001	668.90
TOTAL:	1,662.10

EXHIBIT B
TO THE KYLE CANYON PARKS AGREEMENT
PARKS, TRAILS AND OPEN SPACE MAP
[MAP FOLLOWS THIS PAGE]

\\snp0202-000\kyle canyon\dwg\figures\110620\ncp0902-000 parks and trails.dwg 7/5/2011 9:17 AM Ben Morris



LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING TRANSMISSION POLE
- PROPOSED STREET
- ARROYOS
- PARKS
- SCHOOLS
- PROPOSED TRAILS
- PROPOSED EQUESTRIAN TRAIL
- PROPOSED TRAILS BY OTHERS

LAND USE	NET ACREAGE	GROSS ACREAGE	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	334.69	381.37	15.00	5.49
RESIDENTIAL "MEDIUM LOW"	415.63	467.20	15.00	8.49
RESIDENTIAL "MEDIUM LOW-ATTACHED"	155.03	165.70	25.00	12.49
BLENDED USE	111.20	128.66	50.00	15.00
GENERAL COMMERCIAL	43.24	55.21		
GAMING	33.99	36.41		
SUBTOTAL	1093.78	1234.55		
SHEEP MOUNTAIN PARKWAY	164.74	164.74		
FLOOD CONTROL	46.07	46.07		
PARKS	41.09	48.59		
ARROYOS	27.12	30.39		
OPEN SPACE	4.17	7.57		
SCHOOLS	63.50	74.34		
HUALAPAI SUBSTATION	4.06	5.00		
POWER EASEMENTS	51.07	44.92		
ROADS AND STREETScape	166.22	5.05		
SUBTOTAL	568.04	427.27		
TOTAL	1661.82	1661.82		

MAX RESIDENTIAL UNITS 9,000

TRAIL AND PARK EXHIBIT

KYLE CANYON

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

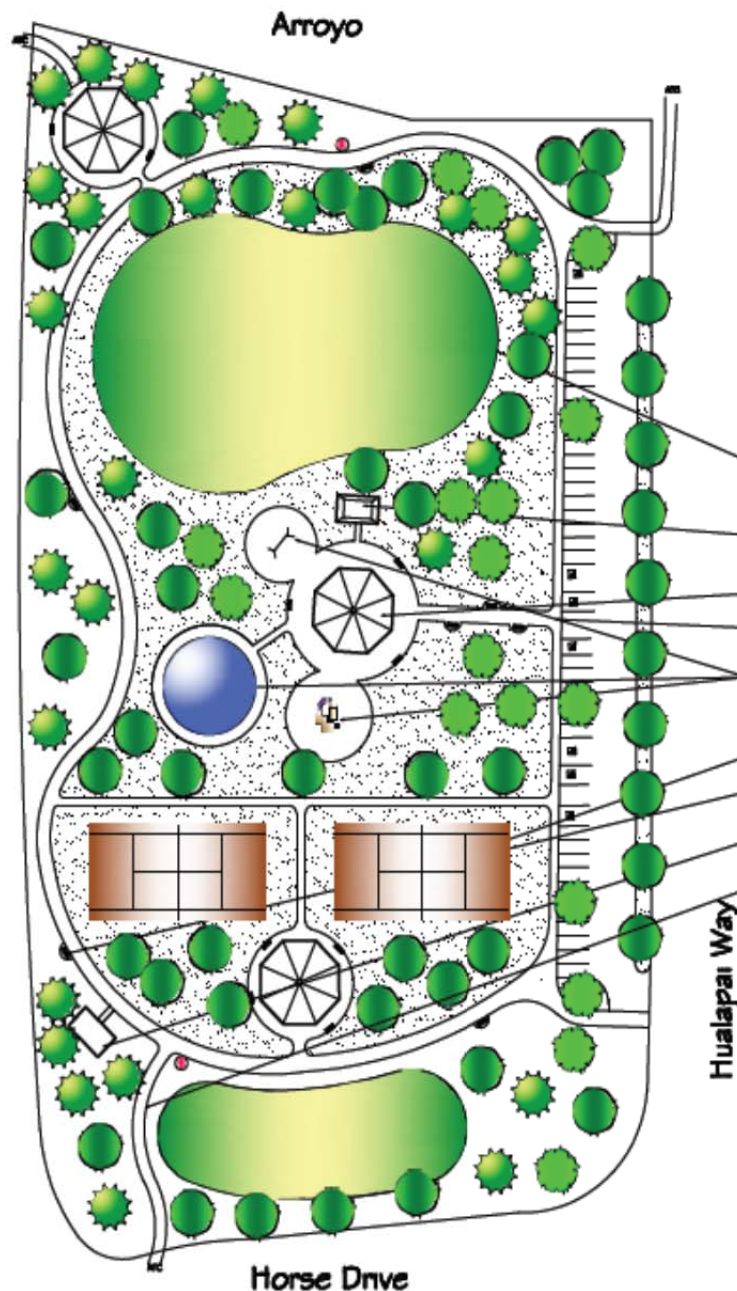
CARWIN
ADVISORS

EXHIBIT C
TO THE KYLE CANYON PARKS AGREEMENT
REQUIRED FACILITIES
[LIST FOLLOWS THIS PAGE]
AND CONCEPTUAL LAYOUTS FOR PARKS

Structures and Site Amenity Programming

[illegible]

Elementary School



KYLE CANYON PARK CONCEPTS

N.T.S.

PARK #1 - 7.4 acres (+/-)

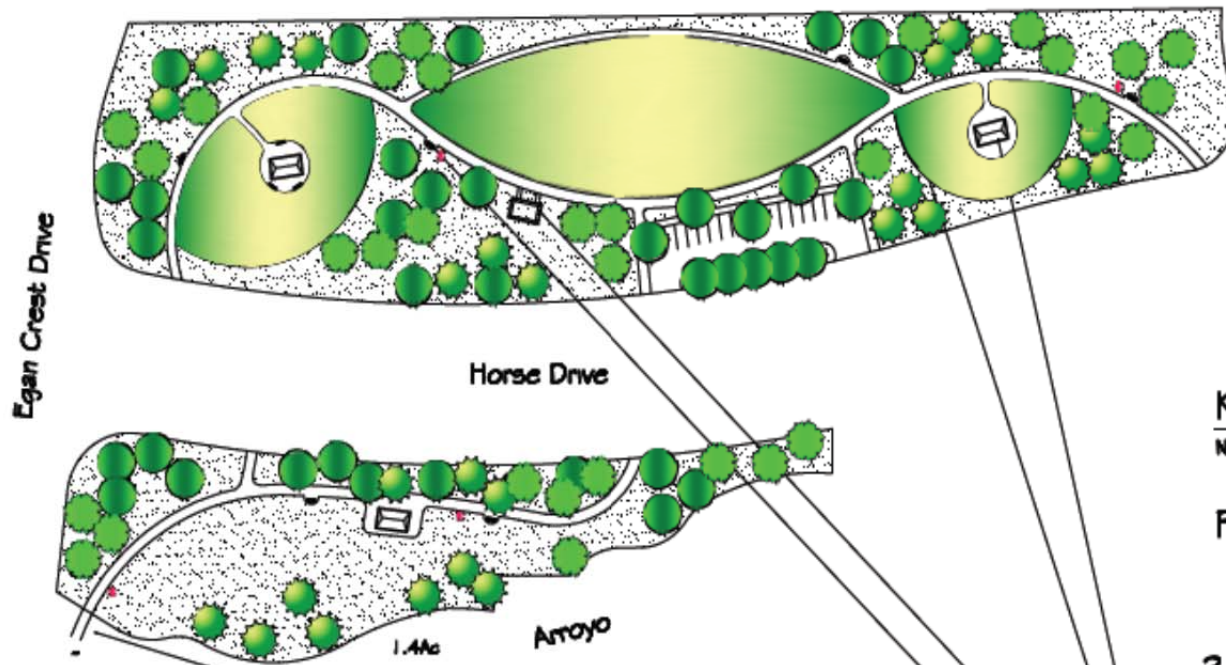
- Lawn / Play Areas - 53755 sf
- Restrooms (2)
- Picnic / Shade Gazebo (3)
- Walk
- Tot Lots / Splash Pad
- Tennis Courts
- Benches / Doggy Stations
- Fitness / Stretch Station
- Arroyo Trail Connector (ATC)



"More Than Just Landscapes"



Elementary School



KYLE CANYON PARK CONCEPTS

N.T.S.

PARK #2 - 6.2 acres (+/-)

- 3 Shade Gazebos
- Hard Surface Trails
- Turf Areas - 54300 sf
- Restrooms
- Benches / Tables / Trash Receptacles
- Doggie Stations
- Arroyo Trails Connectors



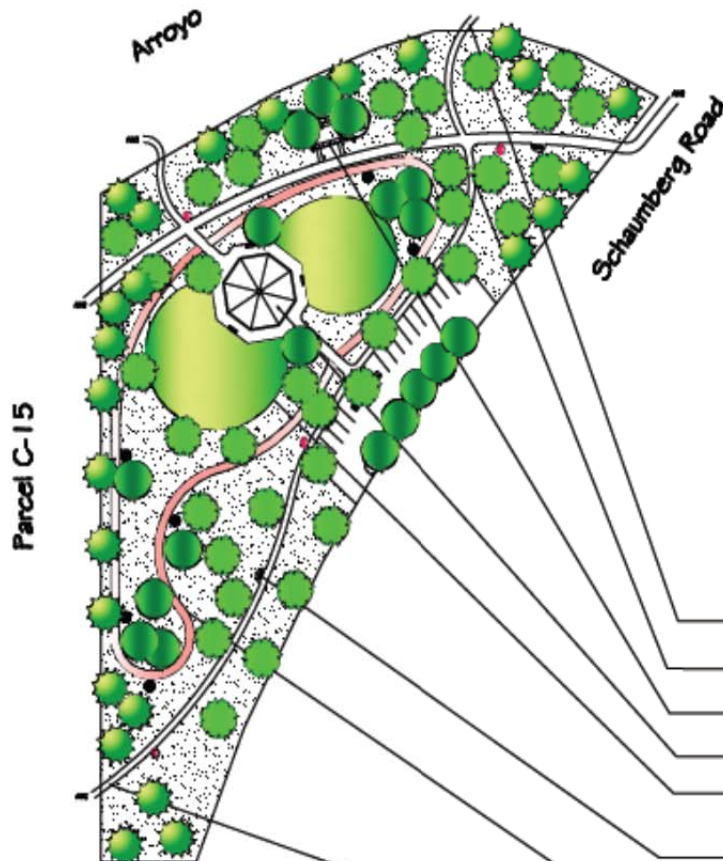
"More Than Just Landscapes"





"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

N.T.S.

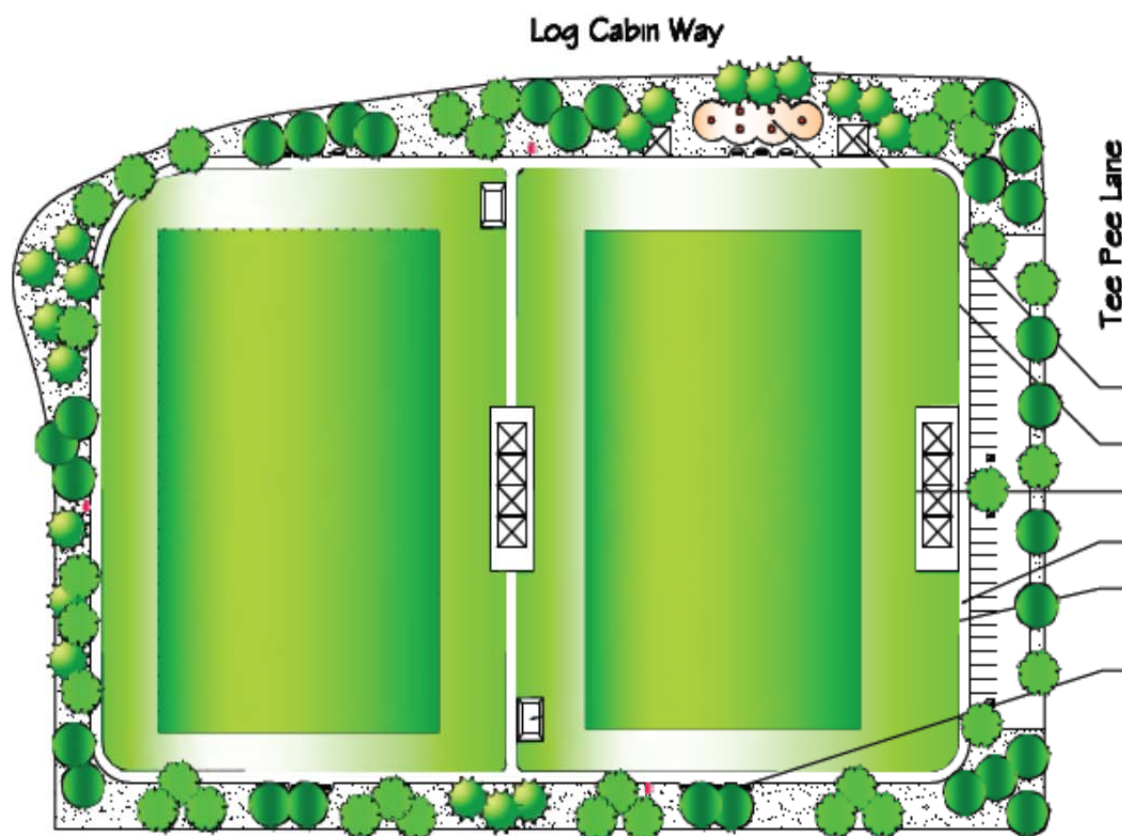
PARK #4 - 3.1 acres (+/-)

- Connection to Arroyo Trails (ATC)
- Hard Surface Trails
- Restrooms
- Gazebo / Picnic Shelter
- Turf Areas - 4200 sf
- Benches / Tables / Trash Receptacles
- Doggie Stations
- Fitness Trail / 6 Station Exercise
- Connections to Residential



"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

N.T.S.

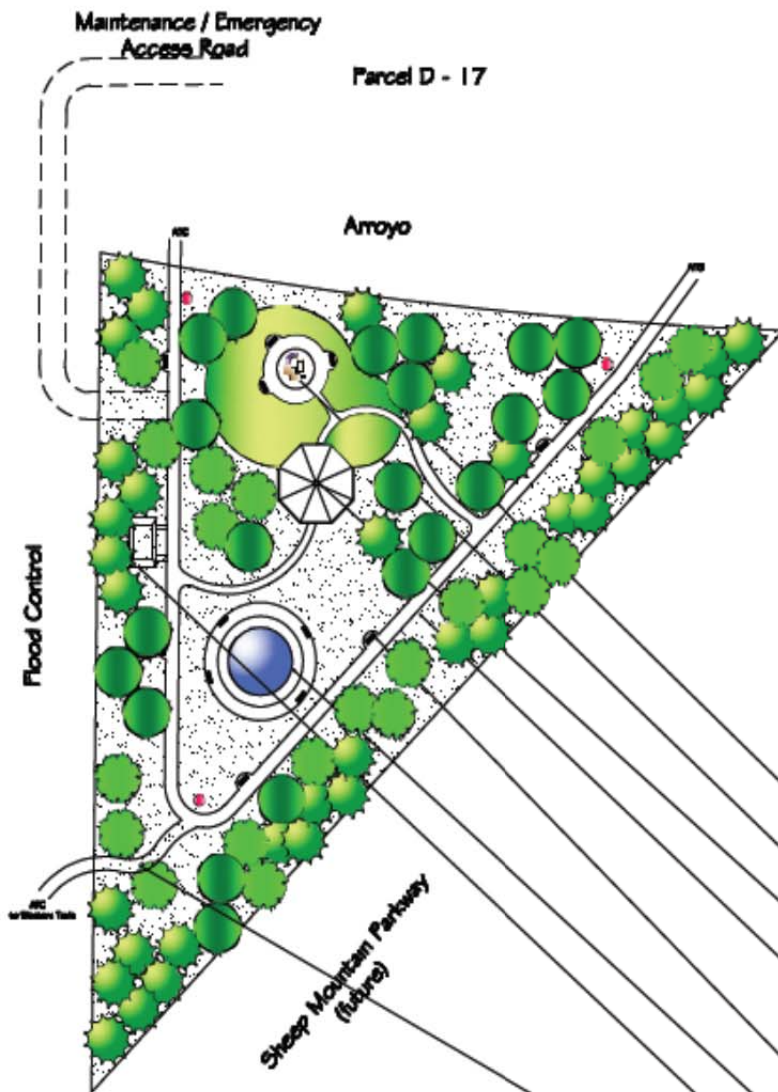
PARK #5 - 7.84 acre (+/-)

- Shade Structures
- Bounce Toys Tot Lot
- Multi-Use Sports Fields
- Hard Surface Trails
- Restrooms (2)
- Benches / Trash Receptacles
- Doggy Stations



"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

N.T.S.

PARK #6 - 2.36 acres (+/-)

- Turf Area
- Tot Lot
- Gazebo
- Hard Surface Trails
- Benches / Trash Receptacles
- Doggy Stations
- Splash Pad / Water Play
- Restrooms
- Arroyo Trails Connection (ATC)

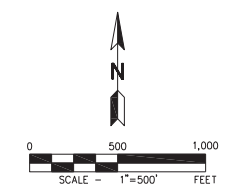
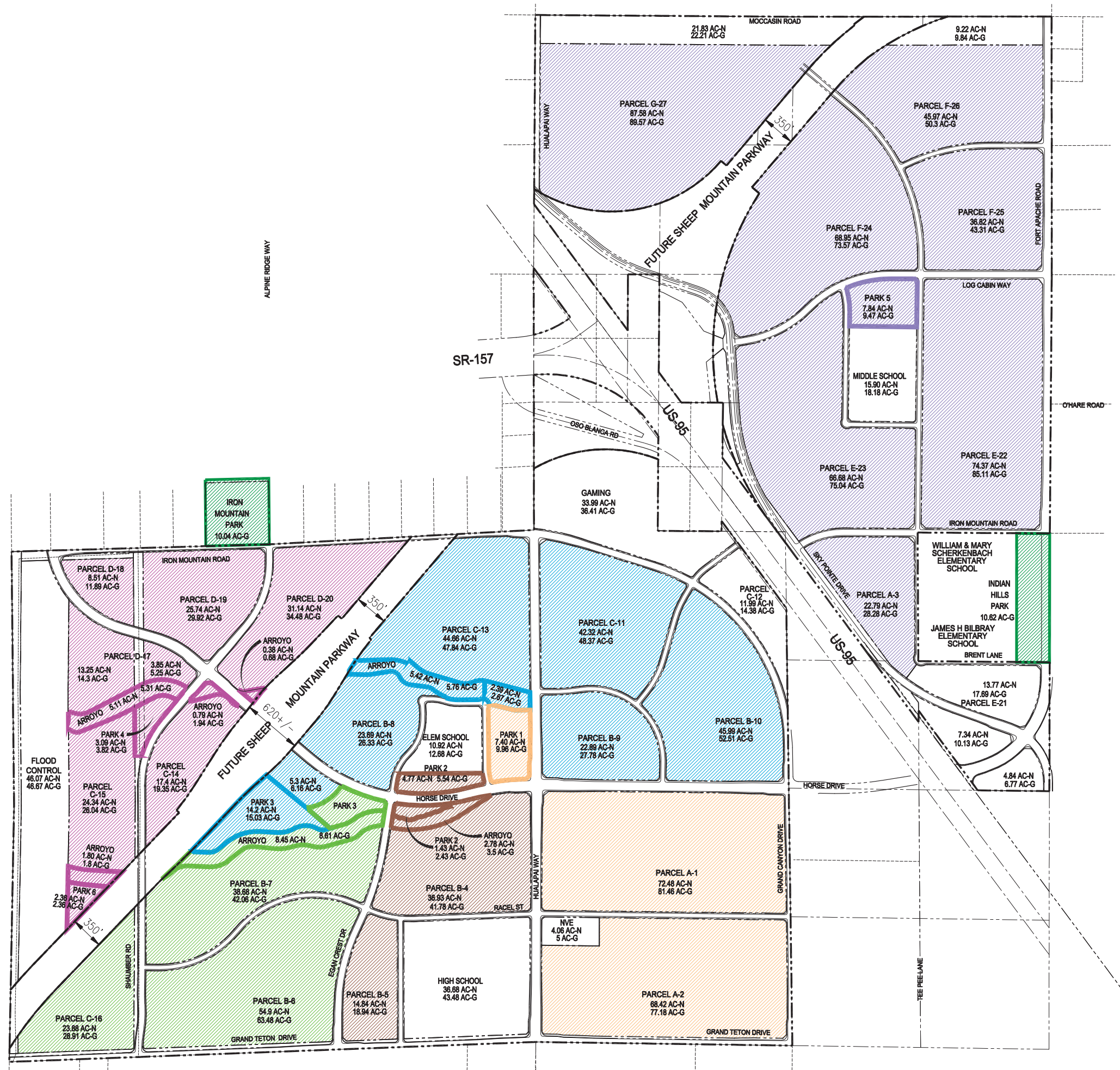


"More Than Just Landscapes"



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EXHIBIT D
TO THE KYLE CANYON PARKS AGREEMENT
PARK AREAS
[MAP FOLLOWS THIS PAGE]



LEGEND

- PARK AREA A
- PARK AREA B
- PARK AREA C
- PARK AREA D
- PARK AREA E
- PARK AREA F
- PROJECT BOUNDARY

PARK AREAS			
PARK AREA	PARKS	PROBABLE DWELLING UNITS	PARK CONSTRUCTION TRIGGER
A	PARK 1	777	388
B	PARK 2	353	177
C	PARK 3 PH1	833	416
D	PARK 3 PH2	2,377	1,000
E	PARK 4 & 6	1,130	565
F	PARK 5	3,530	1,700

EXHIBIT D

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

CARWIN
ADVISORS

EXHIBIT E
TO THE KYLE CANYON PARKS AGREEMENT
PARK STANDARDS

(Contained in a Separate Volume)

EXHIBIT F
TO THE KYLE CANYON PARKS AGREEMENT
MAINTENANCE PLAN

EXHIBIT F

MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:
 - a) Common area landscaping and sidewalks;
 - b) Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
 - c) Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
 - d) All landscaping and landscaping appurtenances located within City- dedicated public rights-of-way.
2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:
 - a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:
 - Non-Sports Field Turf (All allowable types)
 - Sports Field Turf (All allowable types)
 - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - Color plantings (All allowable types)
 - b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:
 - Irrigation and all associated components
 - Playground equipment
 - Exercise or Par-Course equipment
 - Picnic Areas, including all appurtenances in the area
 - Shade Structures
 - Water features, including all splash pads, fountains, drinking fountains
 - Skate park areas, including all appurtenances
 - Restroom facilities
 - Dog park areas, including all appurtenances

- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without hardscape improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and picnic tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

EXHIBIT G
TO THE KYLE CANYON PARKS AGREEMENT
CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK DESIGN

NTS

DEVELOPMENT AGREEMENT

EXHIBIT E

DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

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JoAnn Crolli

City of Las Vegas

Page 2

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES



December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

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JoAnn Crolli

City of Las Vegas

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CITY OF LAS VEGAS Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the city will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial, or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$2,500,000.

B. Environmental Matters.

1. A Phase I environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase I assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three

(3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivision) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principle and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D.1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City Agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments: Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the city, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

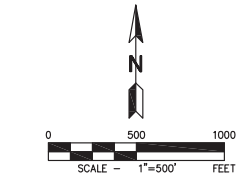
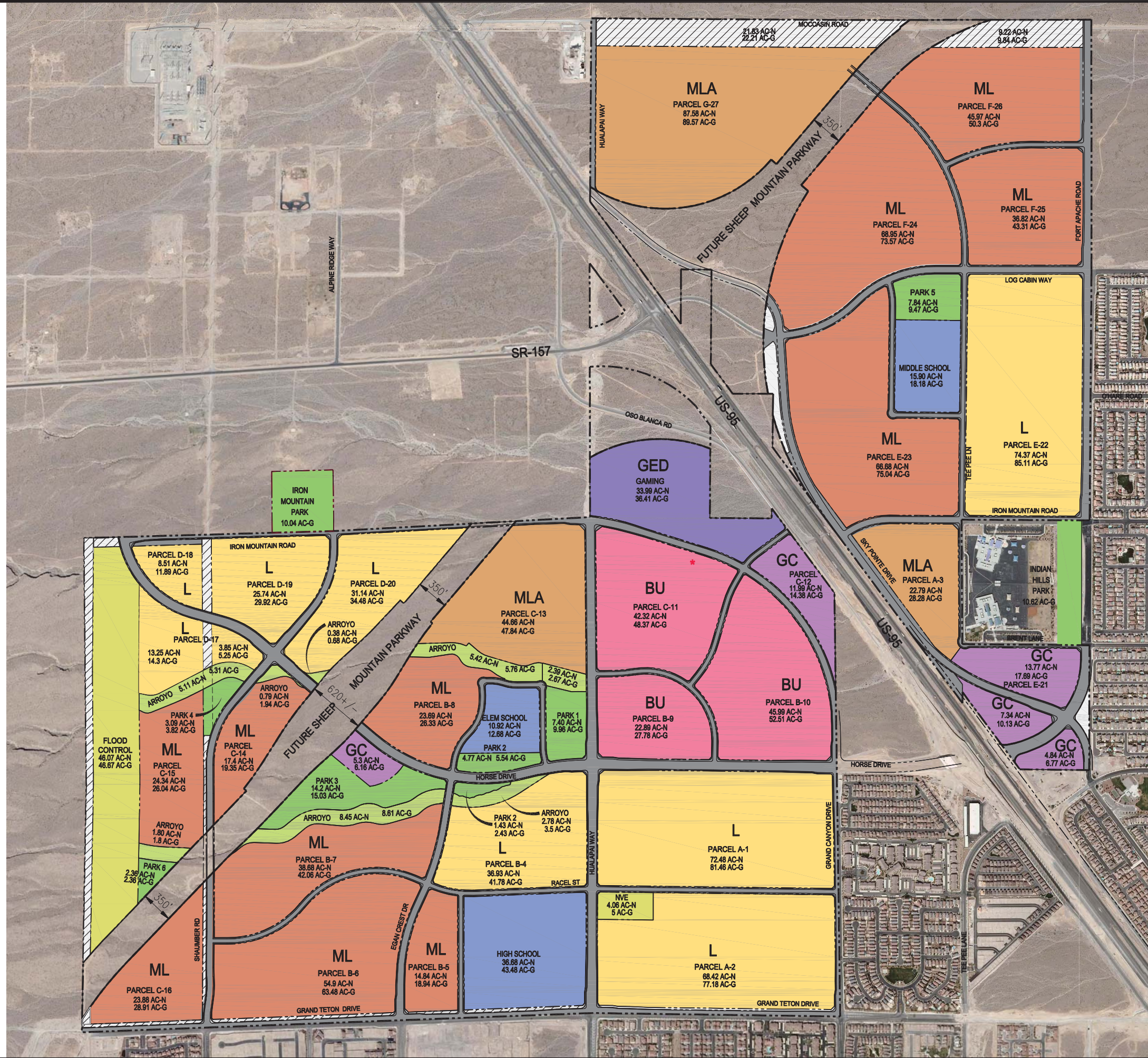
4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bonds, cash or other acceptable form of security for payments of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

DEVELOPMENT AGREEMENT

EXHIBIT F

RESIDENTIAL LAND USE TABLE AND MASTER LAND USE PLAN

J:\map0902-000 kyle canyon\dwg\figures\110620 map0902-000 land plan.dwg 7/3/2011 9:01 AM Ben Morris



LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING TRANSMISSION POLE
- PROPOSED STREET
- FLOOD CONTROL / UTILITY
- OPEN SPACE
- POWER EASEMENTS
- ARROYOS
- PARKS
- SCHOOLS
- L RESIDENTIAL "LOW"
- ML RESIDENTIAL "MEDIUM LOW"
- MLA RESIDENTIAL "MEDIUM LOW-ATTACHED"
- BU BLENDED USE ZONE
- GC GENERAL COMMERCIAL
- GED GAMING
- * 2.5 ACRES RESERVED FOR RTC TRANSIT CENTER
- AC-N NET ACRES
- AC-G GROSS ACRES

LAND USE	NET ACREAGE	GROSS ACREAGE	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	334.69	381.37	15.00	5.49
RESIDENTIAL "MEDIUM LOW"	415.63	467.20	15.00	8.49
RESIDENTIAL "MEDIUM LOW-ATTACHED"	155.03	165.70	25.00	12.49
BLENDED USE	111.20	128.66	50.00	15.00
GENERAL COMMERCIAL	43.24	55.21		
GAMING	33.99	36.41		
SUBTOTAL	1093.78	1234.55		
SHEEP MOUNTAIN PARKWAY	164.74	164.74		
FLOOD CONTROL	46.07	46.67		
PARKS	41.09	48.59		
ARROYOS	27.12	30.39		
OPEN SPACE	4.17	7.57		
SCHOOLS	63.50	74.34		
HUALAPAI SUBSTATION	4.06	5.00		
POWER EASEMENTS	51.07	44.92		
ROADS AND STREETScape	166.22	5.05		
SUBTOTAL	568.04	427.27		
TOTAL	1661.82	1661.82		

MAX RESIDENTIAL UNITS 9,000

MASTER LAND USE PLAN

KYLE CANYON

S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

CARWIN
ADVISORS

DEVELOPMENT AGREEMENT

EXHIBIT G

MASTER DRAINAGE AND TRAFFIC STUDIES (ON DISK)

DEVELOPMENT AGREEMENT

EXHIBIT H

OFFSITE SEWER CAPACITY LETTER

May 23, 2011

Mike Ross, P.E.
Carwin Advisors
8379 West Sunset Road, Suite 150
Las Vegas, NV 89113

RE: Kyle Canyon Offsite Sewer Impacts

Dear Mike,

The following letter provides an update to the impacts on the existing City of Las Vegas sewer system due to the Kyle Canyon Gateway Development. This update of information comes as a result of changes in the project landplan and housing densities in 2010, and also from the City's new sewer system modeling software.

As the first step in reviewing these offsite impacts, SHG met with City of Las Vegas Sewer Planning staff on March 23rd, 2011, to review their hydraulic modeling analysis of the impact on the existing sewer system. At this meeting, over 14,000 LF of offsite sewer improvements were indicated in various locations, and it was unclear as to what amount of Kyle Canyon development phasing was triggering needed improvements, or in what order they were triggered. SHG requested that the City re-perform the analysis by breaking down the submitted flow rates at each connection point into 20%, 40%, 60%, 80%, and then 100% ultimate build-out flows, to analyze where and when offsite sewer improvements were triggered. This was requested for the 9,000 unit build-out of Kyle Canyon, with no other offsite development to the west or north.

After this further analysis was completed by the City, SHG met with City of Las Vegas staff again on May 9th, 2011 to review the data. The City provided a series of maps to exhibit the impacts at each increase of flow (attached). The following explains each exhibit in more detail, along with the discussion with the City generated by each exhibit:

Page 1) This exhibit simply shows the studied pipelines offsite to Kyle Canyon for reference against later exhibits showing impacts.

Page 2) The City provided this exhibit as a reminder of the previously indicated and approved offsite improvements from the 2006 Wastewater Master Plan, associated with 16,000 units. The exhibit includes a reminder that the Brent Lane outfall was revised to Rusty Rifle Avenue. These indicated improvements are replaced by the following exhibits, associated with new land planning and city modeling.

Page 3) The 40% flow exhibit shows that there are no impacts to the offsite system for the 20% and 40% build-out phasing scenarios analyzed.

Page 4) This 60% build-out flow exhibit indicates that a short segment (300 feet) of pipe in Durango has been effected by the associated flows from the "East" side of

Kyle Canyon as delineated by the US 95. However, as discussed with the City, the reader should be aware that the 60% buildout flow is an arbitrary flow rate associated approximately with 60% of the Kyle Canyon "East" units being built – as per the current land plan. SHG and the City agreed that a future revised land plan and future Wastewater Master Plan for Kyle Canyon could eliminate the need for any offsite improvements at 60% buildout by either reducing density on the East side very slightly, or by relocating a proportionate amount of East side units to the West side, which was studied by the City to have less impact on the offsite sewer system.

Page 5) The 80% build-out flow exhibit indicates that the East side of Kyle Canyon Gateway has now fully impacted the segment of Durango from Iron Mountain to Grand Teton, requiring an offsite project to provide a parallel relief sewer. City staff clarified that once this sewer improvement is built, other sewer improvements previously indicated in the March 23rd meeting are alleviated by this roughly 5,000 LF parallel sewer project. In order to achieve the 80% and 100% flows for Kyle Canyon on the east side of US 95, only this improvement is required. The exhibit defines the parallel sewer required as a minimum 15-inch diameter.

Page 6) As Kyle Canyon is built out to 100% of the 9,000 unit scenario, this exhibit shows that there are no further offsite impacts from the east side of the project (per US 95). However, the west side of the project has now impacted the existing sewer in Fort Apache from Grand Teton to Severance. Similar to the previous discussion – the City indicated that this roughly 3,400 LF 18-inch diameter parallel sewer project in Fort Apache would also alleviate other backwater conditions in the system, and some improvements indicated in the March 23rd meeting were avoided. The exhibit confirms that in order to reach 100% build-out of Kyle Canyon in the 9,000 unit scenario, with the current balance of housing units between east and west, then these two projects will be required, totaling 8,296 LF of parallel sewers in the offsite system.

After discussion on the modeling exhibits, SHG and the City discussed how to interpret and summarize the offsite sewer impacts. The group agreed that, with relatively minor changes to reduce density on the east side of the project (with these units moved into the west side of the project if desired), a future wastewater master plan could likely be approved that could defer (but still require) the two parallel sewer projects at 80% build-out of 9,000 units. Or, offsite sewer projects could be avoided altogether if the total units developed in Kyle Canyon did not approach the approximately 80% build-out sewage generation figures studied.

In conclusion, SHG recommends that you assume that the two indicated offsite sewer projects will be required in order to reach 80% buildout, but that in furtherance of this, the revised Wastewater Master Plan will need to show that a small portion of the flows generated on the east side will either be reduced or moved into the west side of the project.

Best Regards,



Nicholas G. Golz, P.E.
Director of Water Resources

Attachments:

CLV Kyle Canyon Development Existing Sewer Impact (6 pages)



60% BUILDOUT
IMPACTED SEWER
LINE SEGMENTS

VICINITY MAP

GRAND TETON

HUALAPAI

BUFFALO

TENAYA

RAINBOW

ELKHORN

JONES

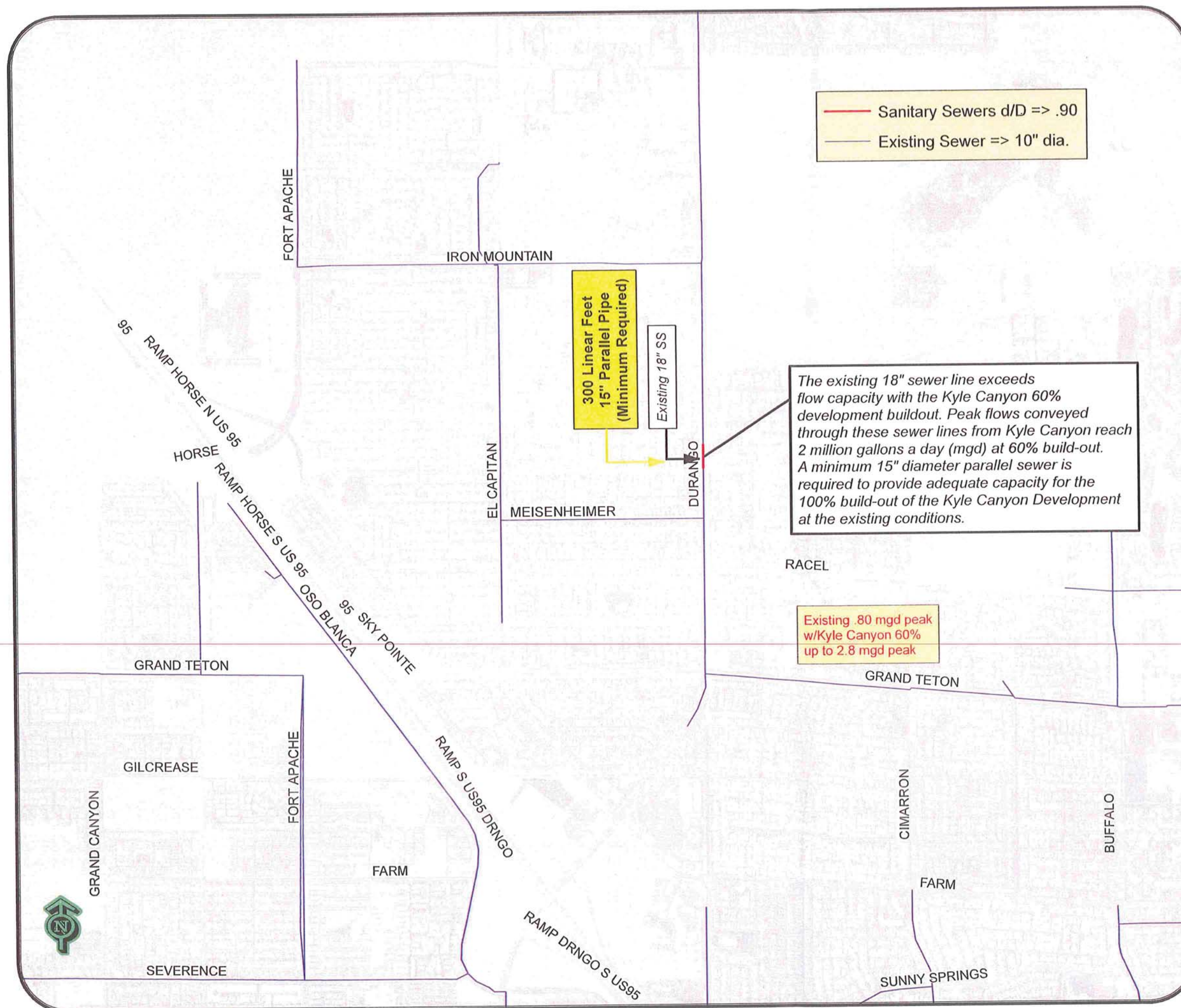
CC 215

CENTENNIAL

ANN

E MOUNTAIN

CRAIG



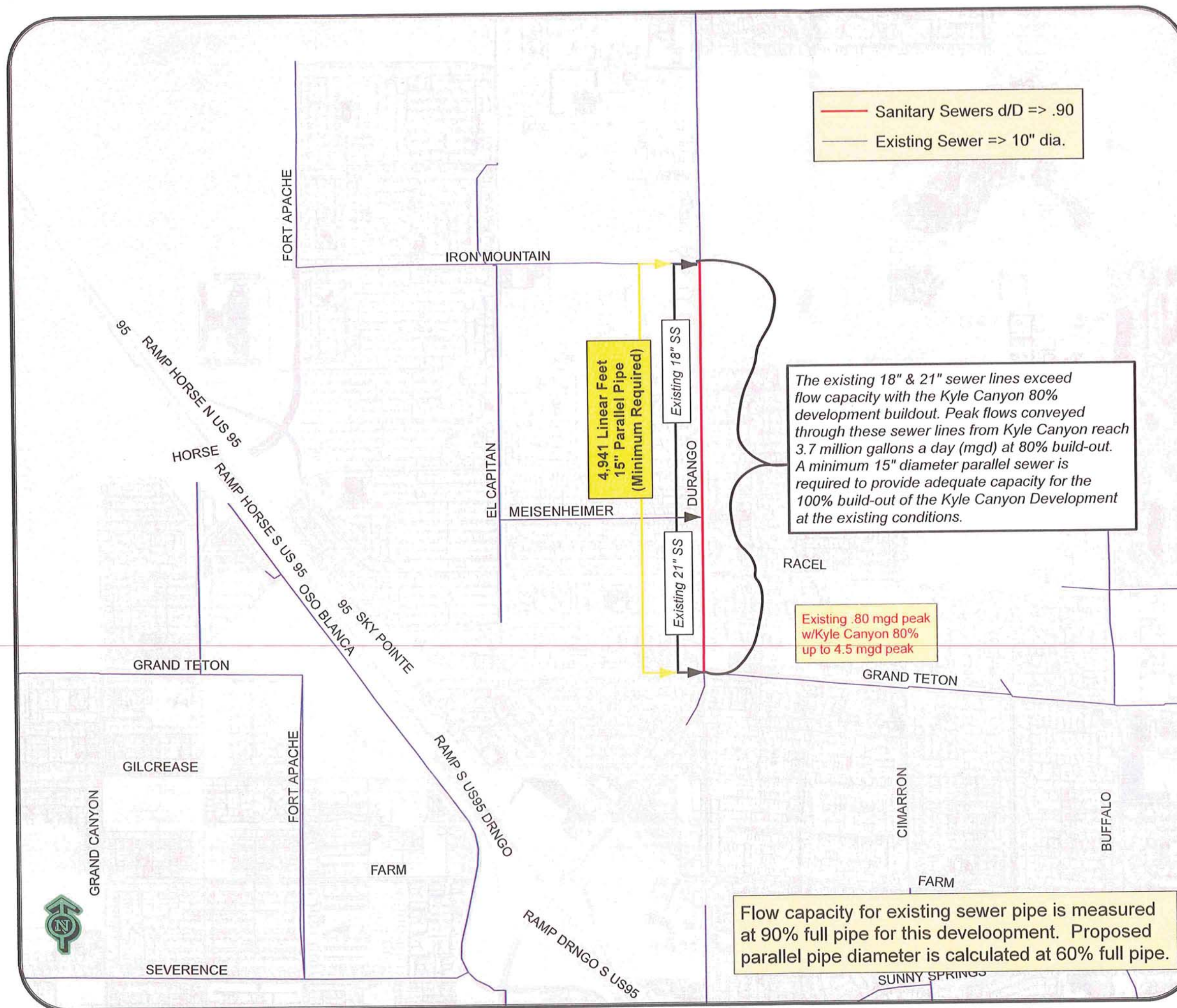
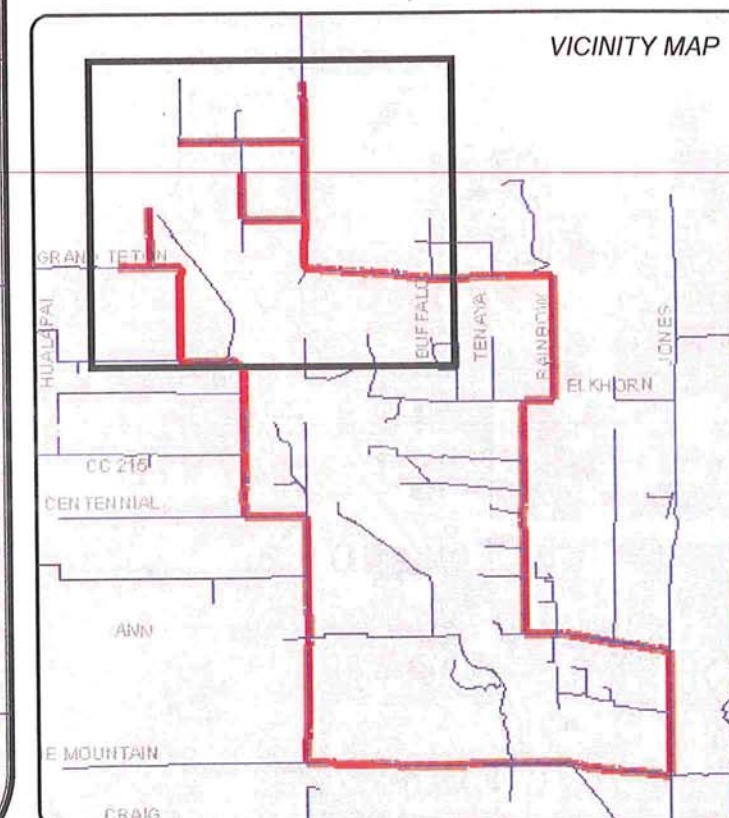


Sewer System Planning

Kyle Canyon Development

**80% BUILDOUT
IMPACTED SEWER
LINE SEGMENTS**

Kyle Canyon Downstream Sewer Study Area



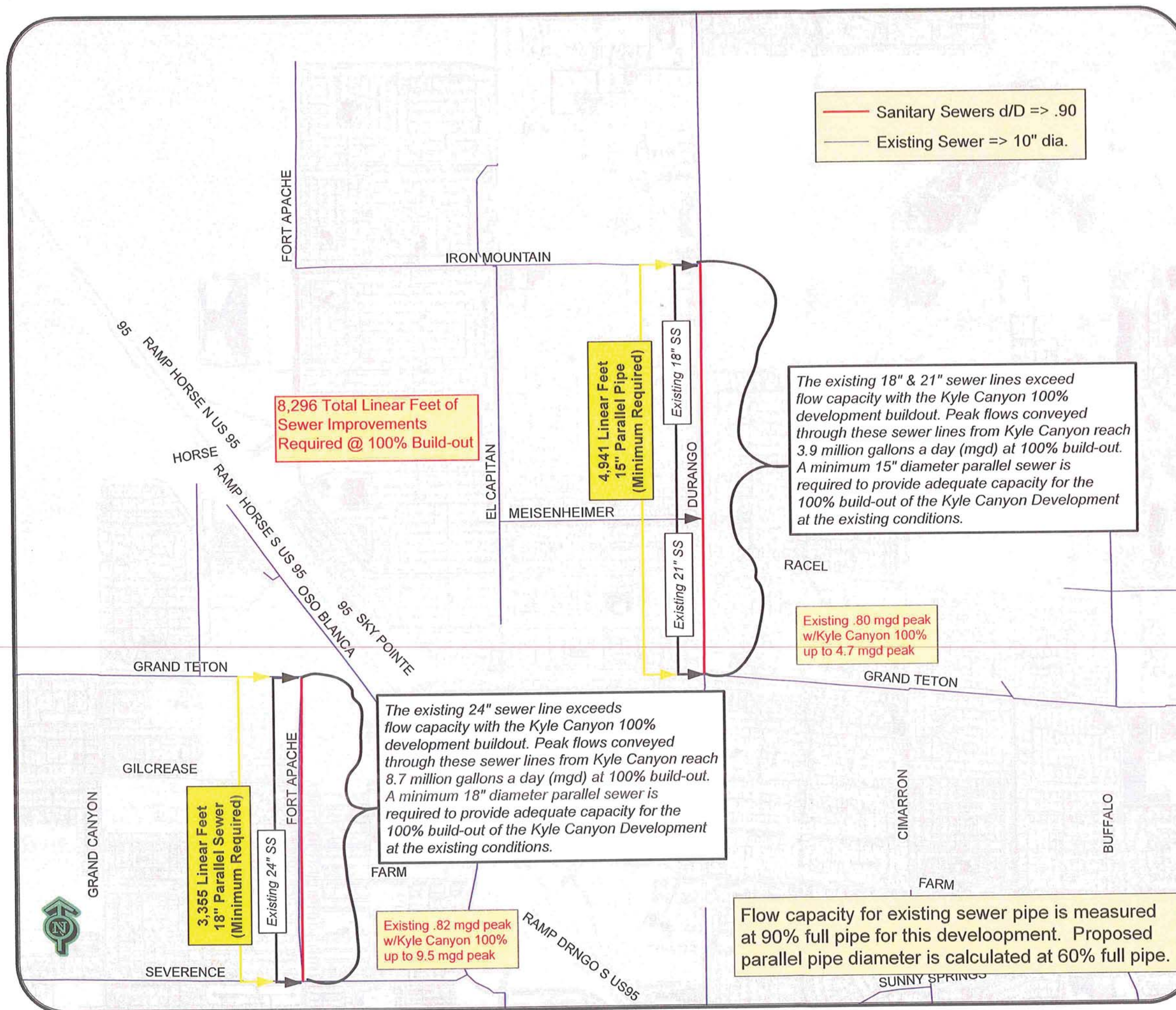
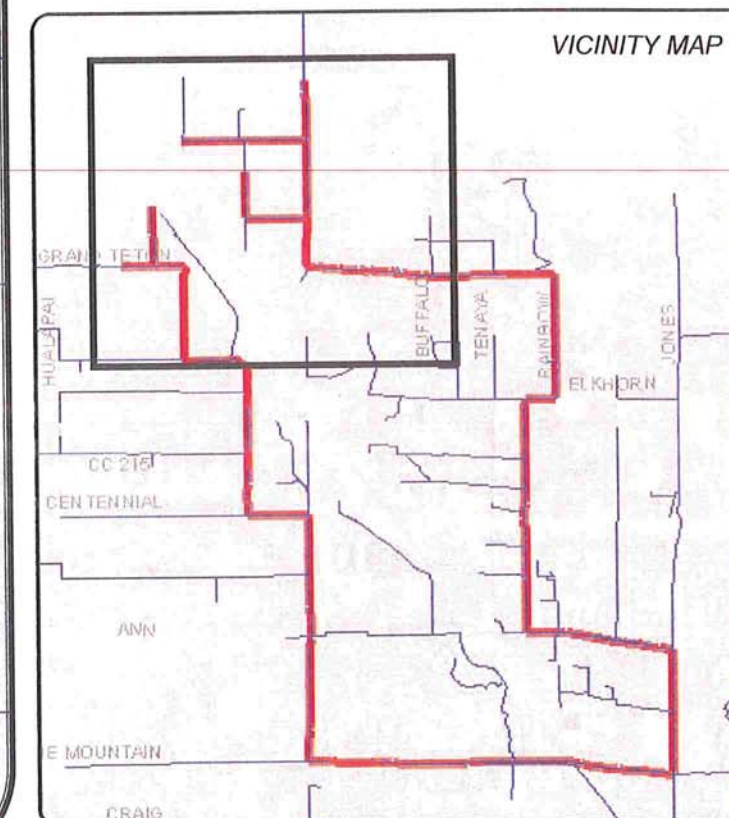


Sewer System Planning

Kyle Canyon Development

**100% BUILDOUT
IMPACTED SEWER
LINE SEGMENTS**

Kyle Canyon Downstream Sewer Study Area



DEVELOPMENT AGREEMENT

EXHIBIT I

BLM RIGHT-OF-WAY GRANT

NORTHERN BELTWAY

LEGEND

 NORTHERN BELTWAY RIGHT OF WAY

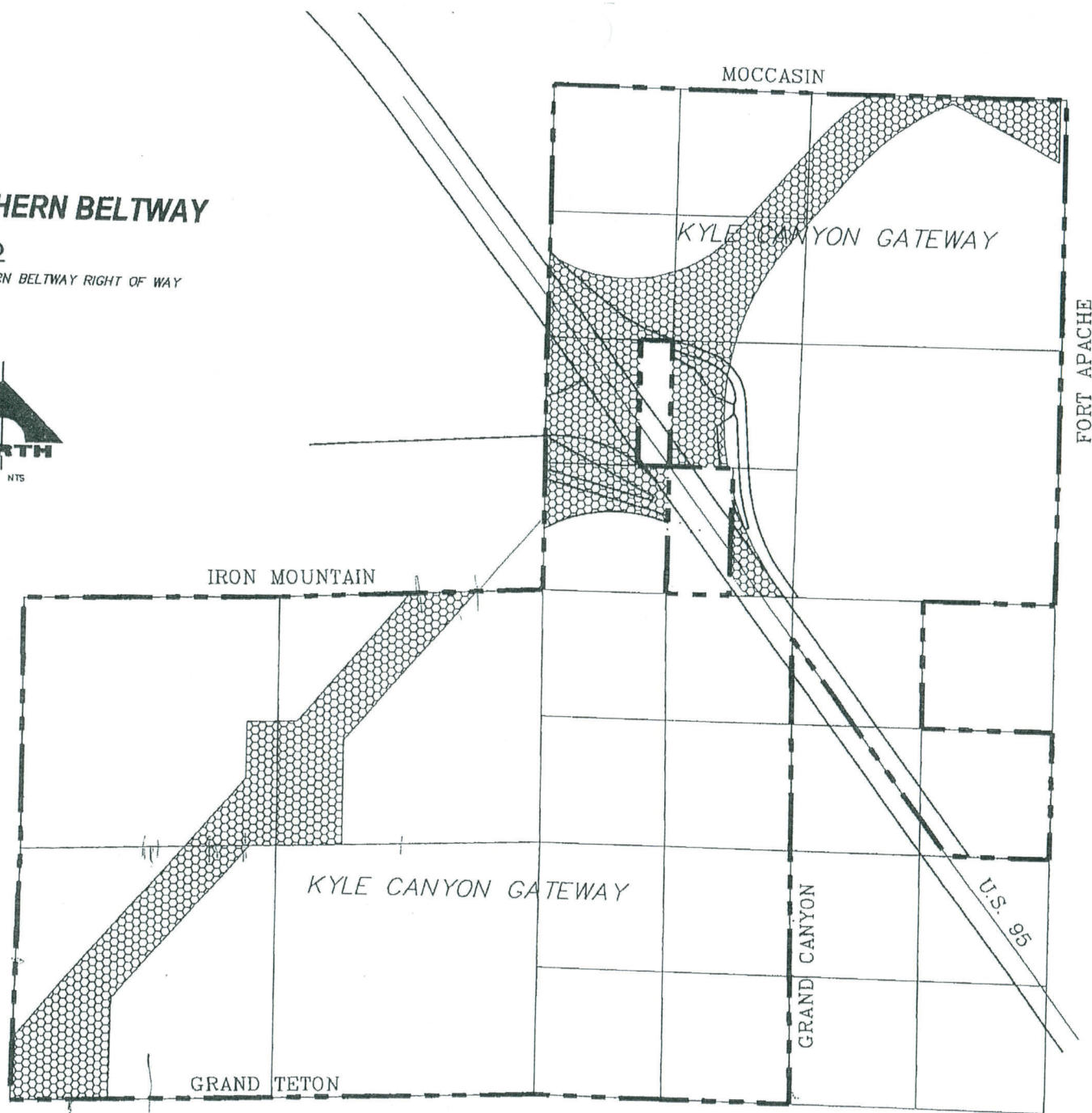


EXHIBIT I - EXISTING ROW

DEVELOPMENT AGREEMENT

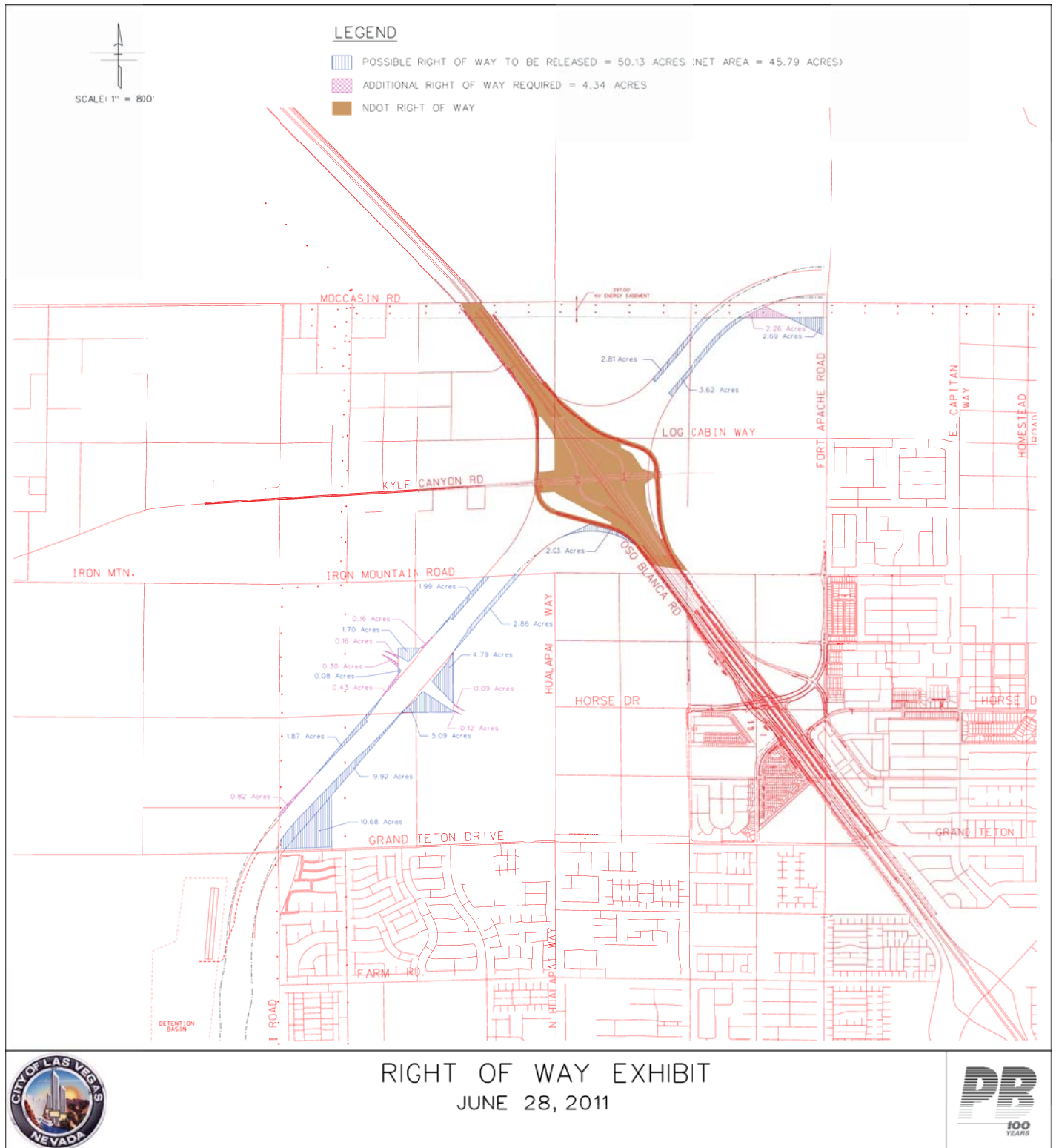
EXHIBIT J

SHEEP MOUNTAIN PARKWAY RIGHT-OF-WAY REDUCTION

DEVELOPMENT AGREEMENT

EXHIBIT K

MEMORANDUM COST BETWEEN INTERIM
AND PERMANENT DETENTION BASINS



M E M O R A N D U M

TO: Mike Ross, P.E., Carwin Advisors

FROM: Mark J. Failla, P.E., CFM SHG

CC: Jerry Slater, P.E., SHG
Todd Steadham, P.E., SHG

DATE: 1/7/11

RE: Kyle Canyon Master Planned Community
Drainage Infrastructure Comparative Estimate of Probable Cost between
Interim Detention Basins Removal & Permanent Detention Basins

The following provides a conceptual comparative estimate of probable costs for drainage infrastructure directly related to removing interim detention basins located within the Sheep Mountain Parkway right-of-way and locating permanent detention basin(s) along the Puli Road alignment. The primary purpose of the assessment is to provide insight to the degree of cost difference between the two alternatives and not to provide an accurate cost accounting for construction. The cost comparison is limited to the receiving drainage facilities located downstream of the detention basin discharge locations. The cost assessment for the Interim Detention Basins Alternative assumes that the basins are removed and the downstream drainage facilities are designed for full 100-year storm flow conveyance. The Permanent Detention Basin Alternative assumes that the downstream drainage facilities are sized for the reduced detained 100-year storm flow. The design flows, facilities, quantities and costs identified in this memorandum are based on conceptual assessment of the site.

The following table provides a summary of design flows used for sizing each relevant drainage facility downstream of the detention basin(s) for each alternative.

Summary of Peak 100-Year Design Discharge		
Facility ID	Interim DB Removal Alternative (cfs)	Permanent DB Alternative (cfs)
1	1,175 P34W (190 cfs) + DB1 undetained (985 cfs)	153 DB outlet#1 (53cfs)+37.1ac@2.7cfs/ac
2	1,418 P40W (433 cfs) + DB1 undetained (985 cfs)	374 Fac.1 (153cfs)+81.8ac@2.7cfs/ac
3	2,271 PO1-PO8 (1,603 cfs)+230ac@2.7cfs/ac (621cfs)+P45W (47cfs)	834 DB outlet#1&2 (53cfs+113cfs)+230ac@2.7cfs/ac (621cfs) + P45W (47cfs)
4	3,618 Fac.3 (2271cfs)+P47W (1317cfs)+P49W (30cfs)	2,181 Fac.3 (834cfs)+P47W (1317cfs)+P49W (30cfs)
5	4,525 P51W-Ultimate (4525 cfs)	3,088 P51W-Ultimate (4525 cfs)-DB detained (1,437cfs)
6	4,579 F-10-Ultimate (4579 cfs)	3,142 F-10-Ultimate (4579 cfs)-DB detained (1,437cfs)
7	4,760 F-11-Ultimate (4760 cfs)	3,323 F-11-Ultimate (4760 cfs)-DB detained (1,437cfs)
8	10,897 F-5-Ultimate (10897 cfs)	9,460 F-5-Ultimate (10897 cfs)-DB detained (1,437cfs)

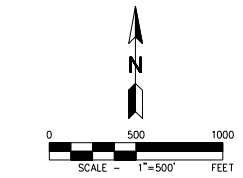
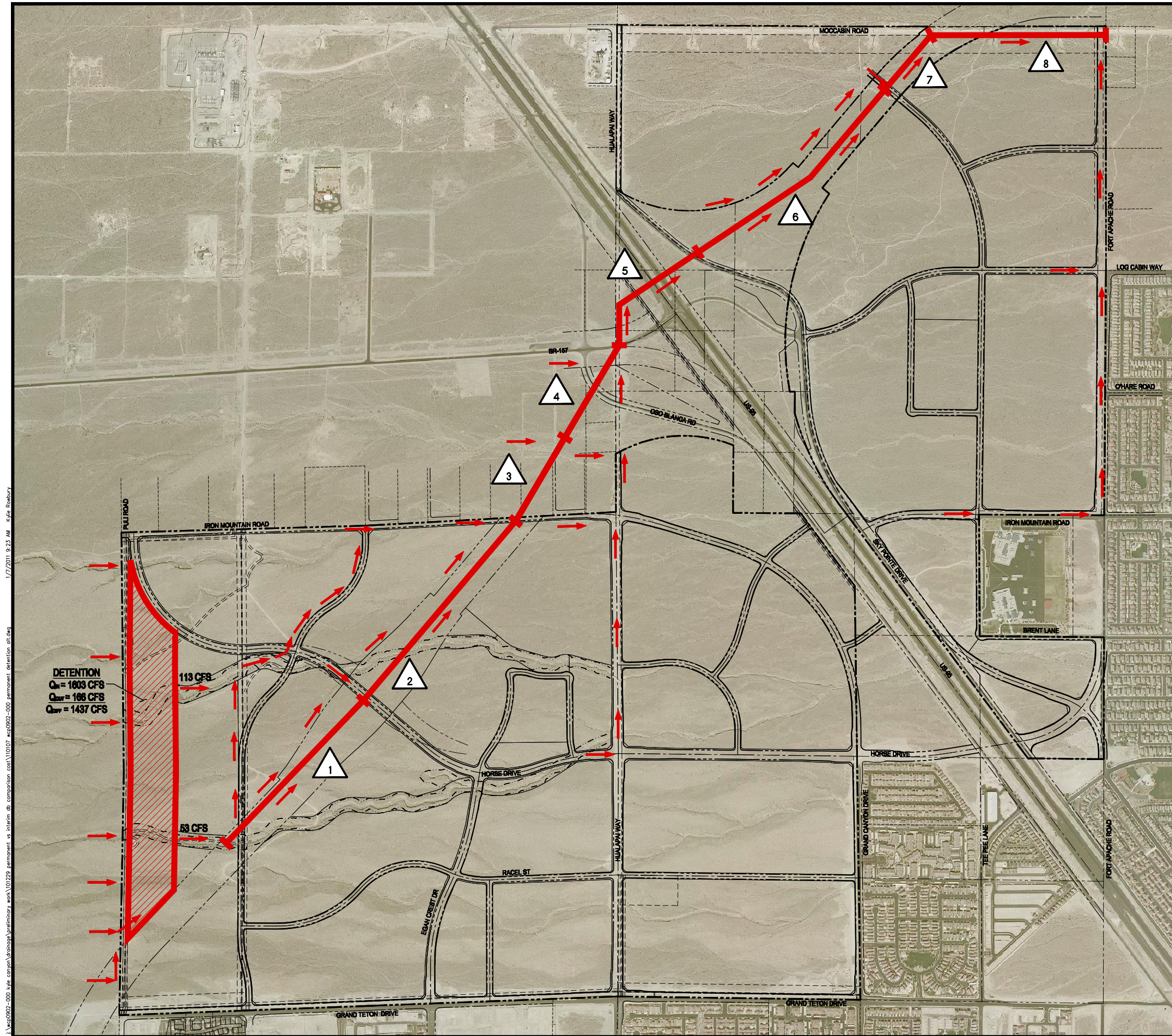
The following table presents an estimate of probable cost for drainage facility infrastructure improvements associated with the Permanent Detention Basin Alternative.

Permanent DB Alternative - Associated Drainage Infrastructure Costs with Sheep Mountain Parkway					
Facility ID	Facility Description	Unit	Quantity	Unit Price	Cost
1	42-in RCP @3.0%	LF	2,185	\$136	\$297,160
2	66-in RCP @3.0%	LF	2,595	\$325	\$843,375
3	7'x5' RCB @3.0%	LF	1,070	\$590	\$631,300
4	12'x7' RCB @3.0%	LF	1,183	\$1,000	\$1,183,000
5	12'x7' RCB @3.5%	LF	1,492	\$1,000	\$1,492,000
6	Concrete Rect. Channel, 6.0'D, 22'BW, 0:1SS @2.7%	LF	2,752	\$1,105	\$3,040,960
7	Concrete Rect. Channel, 6.0'D, 22'BW, 0:1SS @2.7%	LF	793	\$1,105	\$876,265
8	Concrete Rect. Channel, 9.0'D, 25'BW, 0:1SS @3.1%	LF	1,928	\$1,515	\$2,920,920
Subtotal					\$11,284,980
20% Contingency					\$2,256,996
Total					\$13,541,976

The following table presents an estimate of probable cost for drainage facility infrastructure improvements associated with the Interim Detention Basin Removal Alternative once the Sheep Mountain Parkway is designed/constructed.

Interim DB Removal Alternative - Associated Drainage Infrastructure Costs with Sheep Mountain Parkway					
Facility ID	Facility Description	Unit	Quantity	Unit Price	Cost
1	Concrete Rect. Channel, 5.0'D, 10'BW, 0:1SS @3.0%	LF	2,185	\$700	\$1,529,500
2	Concrete Rect. Channel, 5.0'D, 12'BW, 0:1SS @3.0%	LF	2,595	\$800	\$2,076,000
3	12'x7' RCB @3.0%	LF	1,070	\$1,000	\$1,070,000
4	18'x7' RCB @3.0%	LF	1,183	\$1,390	\$1,644,370
5	18'x7' RCB @3.5%	LF	1,492	\$1,390	\$2,073,880
6	Concrete Rect. Channel, 6.0'D, 28'BW, 0:1SS @2.7%	LF	2,752	\$1,550	\$4,265,600
7	Concrete Rect. Channel, 6.0'D, 28'BW, 0:1SS @2.7%	LF	793	\$1,550	\$1,229,150
8	Concrete Rect. Channel, 9.0'D, 28'BW, 0:1SS @3.1%	LF	1,928	\$1,680	\$3,239,040
	Decommission Detention Basin	LS	2	\$250,000	\$500,000
Subtotal					\$17,627,540
20% Contingency					\$3,525,508
Total					\$21,153,048

Review of the tables above indicates a potential \$7,611,072 (\$21,153,048-\$13,541,976) cost benefit in providing a permanent detention basin upstream of the Sheep Mountain Parkway flood control facilities. It is noted that the cost assessment did not extend beyond Ft. Apache Road, however it should be expected that additional cost benefit would be realized for the extension of the facility to the east based on the reduced flow resulting from a permanent detention basin.

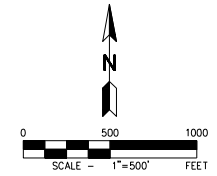
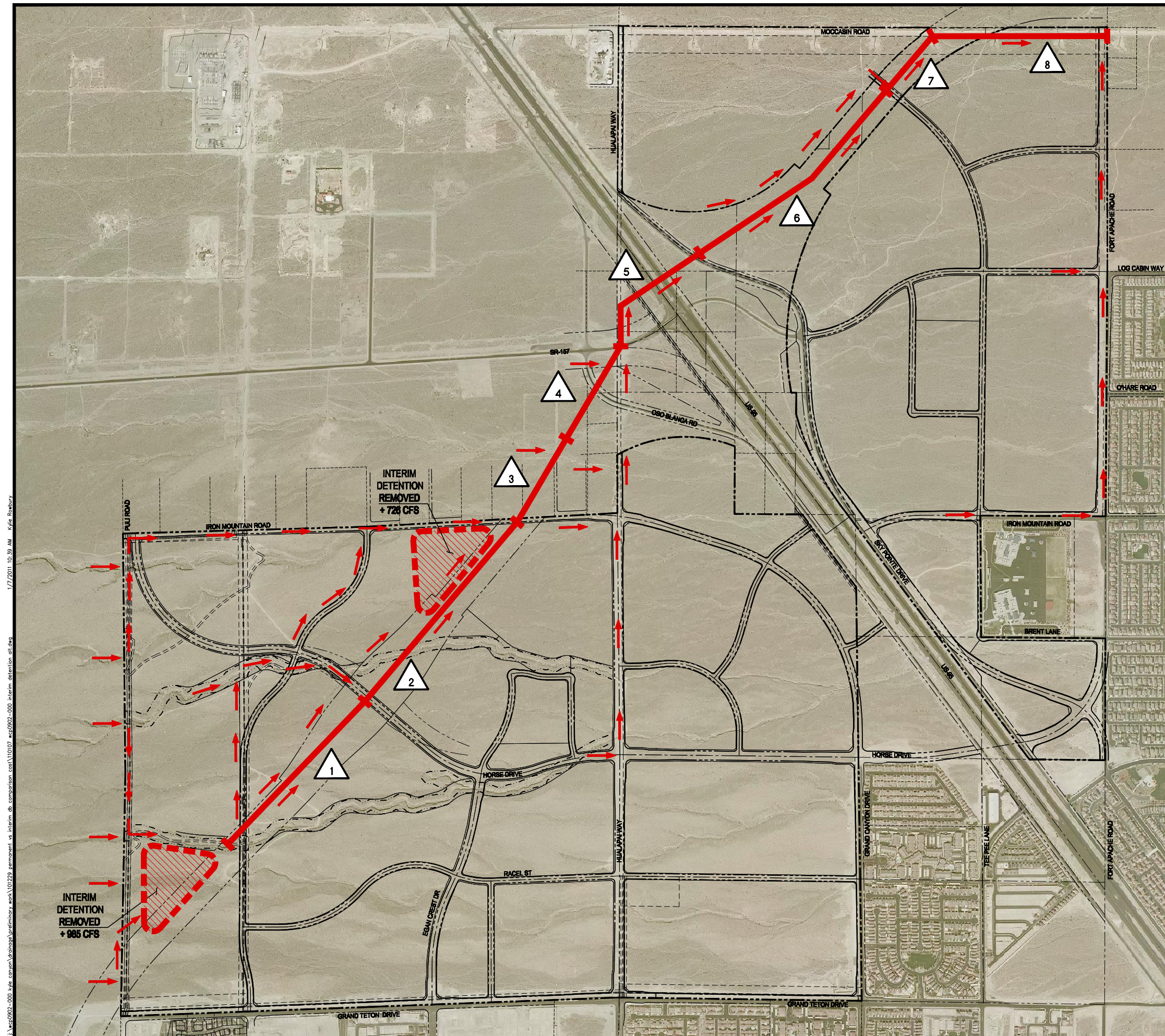


- LEGEND**
- PROJECT BOUNDARY
 - - - EASEMENT LINE (ESMT)
 - PROPOSED DRAINAGE FACILITY
 - △ DRAINAGE FACILITY ID
 - FLOW DIRECTION

**PERMANENT DETENTION ALTERNATIVE
SHEEP MOUNTAIN PARKWAY
DRAINAGE FACILITIES
KYLE CANYON**

**SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS
5748 S. ARVILLE STREET #210, LAS VEGAS, NV 89118
PHONE (702) 294-8308 FAX (702) 294-8309

**CARWIN
ADVISORS**



LEGEND

- PROJECT BOUNDARY
- - - EASEMENT LINE (ESMT)
- PROPOSED DRAINAGE FACILITY
- - - INTERIM DRAINAGE FACILITY
- △ DRAINAGE FACILITY ID
- FLOW DIRECTION

INTERIM DETENTION REMOVAL ALTERNATIVE SHEEP MOUNTAIN PARKWAY DRAINAGE FACILITIES

KYLE CANYON

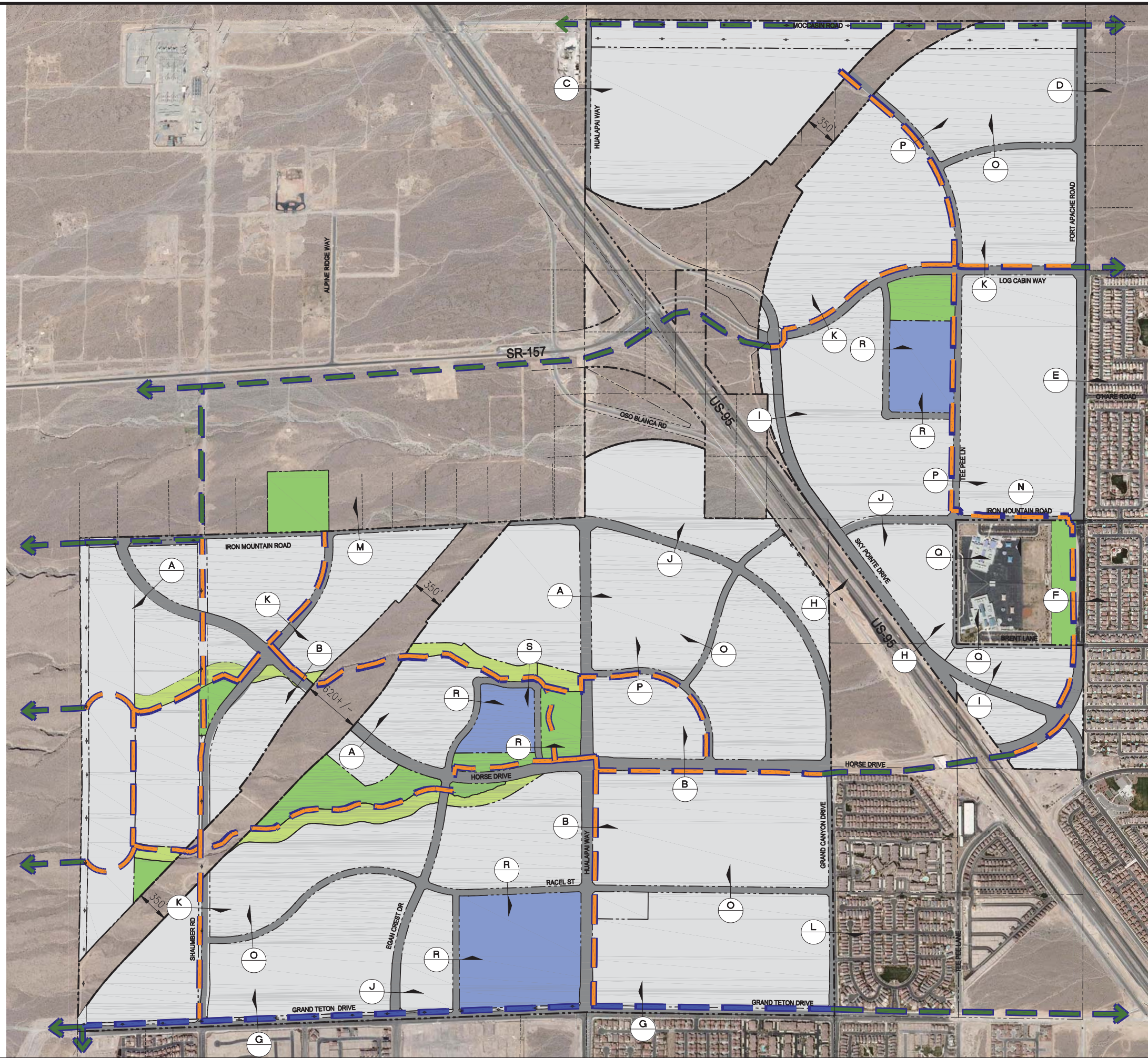
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CARWIN
ADVISORS

DEVELOPMENT AGREEMENT

EXHIBIT L

VILLAGE STREET AND TRAIL SECTION



LEGEND

- PROJECT BOUNDARY
- - - EASEMENT LINE (ESMT)
- + + EXISTING TRANSMISSION POLE
- PROPOSED VILLAGE STREET
- ARROYOS
- PARKS
- SCHOOLS
- PROPOSED TRAILS
- PROPOSED EQUESTRIAN TRAIL
- PROPOSED TRAILS BY OTHERS
- PROPOSED TRAILS BY OTHERS

NOTES:

1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
4. MEDIAN OPTIONAL
5. PERIMETER STREETS WILL BE HALF STREET SECTIONS

VILLAGE STREET / TRAIL SECTION EXHIBIT

KYLE CANYON

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CARWIN
ADVISORS

DEVELOPMENT AGREEMENT
EXHIBIT M
KYLE CANYON DEVELOPMENT STANDARDS
AND
ARCHITECTURAL DESIGN GUIDELINES

06.21.2011

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For:



Prepared By:



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Introduction

Kyle Canyon is a master planned community consisting of approximately 1,650 acres in the northwest region of Las Vegas. It is located on either side of US 95 with the primary access from Horse Drive. The community, zoned for up to 9,000 dwelling units (maximum) features a variety of land uses and infrastructure improvements that enhance and protect the quality of life for residents and visitors alike.

Kyle Canyon Master Plan Land Use Categories

- *Residential Low (maximum 15 du/ac; average 5.49 du/ac)*
The purpose of the Residential Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses with an average density not to exceed 5.49 du/ac.
- *Residential Medium Low (maximum 15 du/ac; average 8.49 du/ac)*
The purpose of the Residential Medium Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses on a smaller lot size with an average density not to exceed 8.49 du/ac.
- *Residential Medium Low – Attached (maximum 25 du/ac; average 12.49 du/ac)*
The purpose of the Residential Medium Low - Attached Category is to provide for the development of single-family detached dwellings on smaller lots, as well as single-family attached units and medium density apartments with an average density not to exceed 12.49 du/ac.
- *Blended Land Uses (maximum 50 du/ac; average 15 du/ac)*
The Blended Land Use category is established to encourage the creation of dynamic neighborhoods that allow for a mix of residential and/or non-residential uses on the same site or within the same building with an average density not to exceed 15 du/ac.
- *General Commercial*
The General Commercial land use category is intended to provide a broad range of retail shopping, personal services for both the general and travelling public. This category allows retail, service, automotive, wholesale, office and other general business uses.
- *Gaming*
The intent of the Gaming land use category is to reflect the implementation of the provisions of LVMC Chapter 6.5 and State law that pertain to gaming enterprise districts.
- *Schools*
The purpose of the Schools land use category is to provide for the development of new school sites to serve residents of Kyle Canyon and the surrounding areas.

- **Parks and Open Space**
The purpose of the Parks and Open Space land use category is to provide for active and passive recreational amenities, including natural open space, serving residents of Kyle Canyon and the surrounding areas.
- **Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc.**
Within all Kyle Canyon land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified Development Code.

Zoning

The Kyle Canyon Development Standards contained herein provide the Zoning criteria for the implementation of the residential land uses within the Kyle Canyon Master Plan. Where the Modified Standards are silent on a specific issue, the provisions of the City of Las Vegas Unified Development Code, Title 19, in effect at the time of adoption of the Kyle Canyon Development Standards shall apply and are so attached for reference. The following chart identifies the Kyle Canyon Land Use categories and the corresponding Kyle Canyon Development Standard categories that apply:

Kyle Canyon Land Use Category		Kyle Canyon Development Standard
L	Residential Low (maximum 15 du/ac; average 5.49 du/ac)	Kyle R-1, Kyle R-CL, Kyle R-2
ML	Residential Medium Low (maximum 15 du/ac; average 8.49 du/ac)	Kyle R-1, Kyle R-CL, Kyle R-2
ML-A	Residential Medium Low – Attached (maximum 25 du/ac; average 12.49 du/ac)	Kyle R-CL, Kyle R-TH, Kyle R-2, Kyle R-3
BLU	Blended Land Uses (maximum 50 du/ac; average 15 du/ac)	Kyle R-CL, Kyle R-TH, Kyle R-2, Kyle R-3, Kyle R-4, C-1, C-2, P-O, O
GC	General Commercial	C-1, C-2, O
Gaming	Gaming	C-1, C-2, P-O, O

The following provisions are the specific modifications to the City of Las Vegas Unified Development Code, Title 19, which upon their adoption will be the governing standards for development within the Kyle Canyon Master Plan. The chapter number and descriptive titles refer to the Unified Development Code, Title 19, adopted March 16, 2011, which became effective May 1, 2011.

Design Review

All builder submittals to the City of Las Vegas for design review, modifications, or deviations shall be in accordance with Section 3 of the Kyle Canyon Development Agreement. In addition, all designated Builder

submittals shall be reviewed and approved by the Master Developer's Design Review Committee prior to submittal to the City.

19.06.040

Residential Districts Development Standards

B. Building Placement

1. Projections into Setback Area

a. Architectural Features

- Change... "roof eaves" to "roof overhangs"
- add..."media niches, stairwell landings, wing walls, window and door pop-out surrounds, pot shelves, trim, shutters, and material veneers"
- add..."Such architectural features may or may not be supported by a foundation, as long as it does not increase living space."

C. Accessory Structures

2. (No Heading)

- delete..."No accessory structure is permitted in front of the primary structure unless the structure is side-loaded garage which is used strictly as an ancillary use and does not encroach into the front setback area."
- add..."Setbacks for front detached accessory structures, including casitas and side-loaded garages, shall be as described in the Modified Standards Tables. Casitas may include a kitchenette in which no oven and cook-top are provided."

E. Patio Covers

2. (No Heading)

- delete..."The height of the patio cover shall not exceed twelve feet."
- add the following:
 - "Single-story patio covers shall not exceed 16' in height, unless the patio is located within the overall building form of the primary structure, in which case the maximum height shall be the same as the primary structure."
 - "Covered sundecks shall not exceed the maximum height of the primary structure."

G. Parking

2. (No Heading)

- delete..."Parking on the public right of way may not be counted towards satisfying the requirement for on-site parking."

- add... "On streets having a 60' right-of-way or less, parking on the public right-of-way within a development parcel may be counted toward multi-family guest parking requirements only."
- Add... "In multi-family development, parking shall conform to federal ADA standards."

H. Fences and Walls

1. Front Yard Screen Wall Prohibition

- Delete: "No screen wall shall be built in the front yard of a residential property"
- Add: "Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building."

3. Fences, Walls and Architectural Character

a. Perimeter Walls

- change sentence near end of first paragraph to read... "Pilasters, if used, shall have a maximum spacing of 100' on center."

4. (Prohibited) Materials

c. Corrugated metal:

- Add ... "unless used in a decorative manner consistent with the architecture of the project."

e. Untextured or unfinished concrete or block (CMU) walls:

- Add... "unless used in a decorative manner consistent with the architecture of the project."

Kyle R-1 Single Family Residential District

STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
Kyle Canyon Land Use Category	L, ML
Minimum Lot Size s.f.	4,500
Dwelling Units per Lot	1
Min. Lot Width	40' (30' at cul-de-sac or knuckle)
MINIMUM SETBACKS <i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i>	
Main Building	
• Front	10' to Living, Porch, or Attached Side Entry Garage 18' to face of Front Entry Garage Door
• Side	5'
• Corner Side	5' to Porch 10' to Living
• Rear	10' to Living
Detached Accessory Structure <i>(including Casita* & Detached Side-Entry Garages)</i>	
• Front	10'
• Side	3'
• Corner Side	10'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit
Rear Patio Cover, Sundeck, Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	
• Rear	5' to post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	10' to post or edge of sundeck or balcony 8' to roof overhang
Courtyard Walls	
• Front	5'
• Side	0'
• Corner Side	5'
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	60%

STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building • 2 Stories max. • 35' max. height Accessory Structure Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback, whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6' – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'

STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
Min. spacing between wall sections – Inside Dimensions	4'
Max. Pilaster Height	18"
Min. spacing between wall sections – Outside Dimensions	5'

*Casita may include a kitchenette in which no oven and cook-top are provided.

Kyle R-CL Single Family Compact Lot District

STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
Kyle Canyon Land Use Category	L, ML, ML-A, BLU
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Dwelling Units per Lot	Conventional: 1 Cluster or Alley: 1
Min. Lot Width	Conventional: 26' Cluster or Alley: 26'
MINIMUM SETBACKS <i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams & Exhibit 2 for Cluster Plotting Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i>	
Main Building	
Front	From Interior Street 3' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 14' to Second Story Living <5' or 18'+ to face of Garage Door ¹ From Court Street or Drive Aisle 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹ From Paseo or Common Open Space 0' to Porch 0' to Single Story Living 0' to Second Story Living
Side	6' (combined both sides) The side yard setbacks may be configured in any manner that conforms to the International Building Code and results in maintaining the total side yard setback width required on each lot. Reciprocal Use and Maintenance Easements are permitted where a portion of one lot is used for the exclusive use and enjoyment of an adjoining lot. In such cases the minimum distance between structures shall be 6'. When Reciprocal Use Easements are used, an Optional HOA Easement may be established for front and side yard areas. Any improvements within the HOA Easement area must be approved by the HOA. Structural elements such as patio covers, balconies, decks, trellises, outdoor fireplaces or other similar elements shall not encroach beyond the Property Line of the unit it serves. Refer to Exhibit 3.
Corner Side	5' to Porch, Portico or similar element 10' to Living
Rear (with No Alley)	5'
Rear (with Alley)	3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹

STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
Detached Accessory Structures (Detached Accessory Structures are allowed on lots 3,500 square feet and larger only)	
Front	Same as Main Building
Side	3'
Corner Side	10'
Rear	3'
Min. Separation to Main Bldg.	6'
Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit
Rear Patio Cover, Sundeck, Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	
- Rear - Side - Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
From Interior Street	2'
From Court Street, Drive Aisle or Alley	2'
From Paseo or Common Open Space	0'
Min. Distance Between Buildings	6' between principal structures
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	70%
Max. Building Height (ft) <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building 3 Stories max.; 38' max. Accessory Structure Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit with at least one space in an enclosed garage
Landscape Buffers and Turf Limitations	
Minimum Zone Depths	- Adjacent to Right-of-Way: 6' or building setback, whichever is less - Interior Lot Lines: 0'
Front Yard Area Turf Coverage	0%

STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

¹ 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

Kyle R-TH Single Family Attached District

STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
Kyle Canyon Land Use Category	ML-A, BLU
Min. Lot Size s.f.	1,280
DU's per Lot	1
Min. Lot Width (ft)	16'
MINIMUM SETBACKS <i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams and Exhibit 2 for Cluster Plotting Setback Diagrams. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the Residential Adjacency Standards described in the City of Las Vegas Unified Development Code, Section 19.06.040, Sub-section I.</i>	
Main Buildings	
Front	<u>From Interior Street</u> 3' to Second Story Living over Garage 5' to Porch 8' to Single Story Living 12' to Second Story Living <5' or 18'+ to face of Garage Door ¹ <u>From Court St. or Drive Aisle</u> 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹ <u>From Paseo or Common Open Space</u> 0' to Porch 0' to Single Story Living 0' to Second Story Living
Side	0' at common wall 3' at building end wall
Corner Side	5'
Rear	<u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 3' to Second Story Living over Garage (cantilevered) 3' to Porch, Portico, Courtyard Wall or similar element 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹
Detached Accessory Structures	
Min. Separation to Main Bldg.	6'
Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit
Rear Patio Cover, Sundeck, Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	

STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
- Rear - Side - Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
From Interior Street	2'
From Court Street, Drive Aisle or Parking	2'
From Paseo or Common Open Space	0'
From Parcel Boundary Adjacent to Perimeter Street	10'
From Adjacent Parcel PL	10'
Min. Distance Between Buildings <i>(Primary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)</i>	6'
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	95%
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building 3 stories max.; 45 feet max. Accessory Structure Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units
Landscape Buffers and Turf Limitations	
Minimum Zone Depths	- Adjacent to Right-of-Way: 6' or building setback, whichever is less - Interior Lot Lines: 0'
Parking Lot Screening	Screening from adjacent roadways shall be provided
Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
Max. primary wall height	5'
Max. solid wall base height	2'
Max. Pilaster height	18"
Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
Decorative Cap feature	5"

STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

¹ 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

Kyle R-2 Medium-Low Density Residential District

STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Kyle Canyon Land Use Category	L, ML, ML-A, BLU
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Units per Gross Acre	6-12
Min. Lot Width	NA
MINIMUM SETBACKS <i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams & Exhibit 2 for Cluster Plotting Diagrams.</i> <i>All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i>	
Main Building	
Front	From Interior Street 3' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 14' to Second Story Living <5' or 18'+ to face of Garage Door ¹ From Court Street or Drive Aisle 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹ From Paseo or Common Open Space 0' to Porch 0' to Single Story Living 0' to Second Story Living
Side	0' at common wall 3' at building end wall
Corner Side	5'
Rear	Rear Yard with No Alley 5' Rear Yard with Alley 3' to Second Story Living over Garage (cantilevered) 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹
Detached Accessory Structures	
Front	Same as Main Building
Side	3'
Corner Side	5'
Rear	3'
Min. Separation to Main Bldg.	6'
Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit

STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Rear Patio Cover, Sundeck, Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	
- Rear - Side - Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang 5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
From Interior Street	2'
From Court Street, Drive Aisle or Alley	2'
From Paseo or Common Open Space	0'
Corner Side	2'
Min. Distance Between Buildings	6'
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	NA
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building 3 Stories max.; 38' max. Accessory Structure Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit with at least one space in an enclosed garage
Landscape Buffers and Turf Limitations	
Minimum Zone Depths	- Adjacent to Right-of-Way: 6' or building setback whichever is less - Interior Lot Lines: 0'
Front Yard Area Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
Max. primary wall height	5'
Max. solid wall base height	2'
Max. Pilaster height	18"
Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
Decorative Cap feature	5"

STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

¹12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

Kyle R-3 Medium Density Residential

STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Kyle Canyon Land Use Category	ML-A, BLU
Min. Lot Size s.f.	Duplex and Townhome Units Conventional: 1,800 Cluster or Alley: 1,800 Medium Density Apartments No Minimum
DU's per Gross Ac.	13-50
Min. Lot Width (ft)	NA
MINIMUM SETBACKS <i>Refer to Exhibit 1 for Conventional Plotting Setback Diagrams, Exhibit 2 for Cluster Plotting Setback Diagrams and Exhibit 4 for Medium Density Apartment Setback Diagram. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the City of Las Vegas Unified Development Code Residential Adjacency Standards described in Section 19.06.040, Sub-section I.</i>	
Main Buildings	
Front	Duplex and Townhome Units <u>From Interior Street</u> 3' to Second Story Living over Garage 5' to Porch 8' to Single Story Living 10' to Second Story Living <5' or 18'+ to face of Garage Door ¹ <u>From Court St. or Drive Aisle</u> 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹ <u>From Interior Paseo or Interior Common Open Space</u> 0' to Porch 0' to Single Story Living 0' to Second Story Living Medium Density Apartments 10'
Side	Duplex and Townhome Units 0' at common wall 3' at building end wall Medium Density Apartments 5'
Corner Side	Duplex and Townhome Units 5' Medium Density Apartments 5'

STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Rear	Duplex and Townhome Units <u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 3' to Second Story Living over Garage (cantilevered) 3' to Porch, Portico, Courtyard Wall or similar element 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door ¹ Medium Density Apartments <u>From common Property Line between two adjacent parcels:</u> 10' to Porch 10' to Living <u>From Property Line adjacent to Community Open Space</u> 10' to Porch 10' to Living
Accessory Structures <i>Accessory structures for R-3 Medium Density Apartment housing types may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-3 Medium Density housing types. Kitchen facilities for catering purposes only are allowed.</i>	
Front	Same as Main Building
Side	3'
Corner Side	5'
Rear	3'
Min. Separation to Main Bldg.	6'
Size and Coverage	NA
Rear Patio Cover, Sundeck, Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	
- Rear - Side - Corner Side - Rear - Side	Duplex and Townhome Units 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang Medium Density Apartments 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang

STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Corner Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
From Interior Street	2'
From Court Street, Drive Aisle or Parking	2'
From Paseo or Common Open Space	0'
From Parcel Boundary Adjacent to Perimeter Street in Med. Density Apartment sites.)	10'
From Adjacent Parcel PL in Med. Density Apartment sites	10'
Min. Distance Between Buildings	Duplex and Townhome Units 6' Medium Density Apartments 10'
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	NA
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building 5 Stories max.; 60' max. Accessory Structure Not to exceed 3 stories, 38 feet in height or the height of the principal dwelling unit, whichever is less
Parking	Duplex and Townhome Units 2 unimpeded spaces per unit with at least one space in an enclosed garage, plus 1 guest space for every 6 units. Project on-street parking can be counted toward guest parking requirement. Medium Density Apartments SR Apt: .75/unit All others: 1 guest space for every 6 units, <i>plus</i> Studio & 1 BR 1.25/unit 2 BR 1.75/unit 3 BR & Above 2/unit Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply.

STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Landscape Buffers and Turf Limitations	
Minimum Zone Depths	- Adjacent to Right-of-Way : 10' or building setback, whichever is less - Interior Lot Lines: 6'
Turf Coverage	Max. 30% of landscapable area
WALLS AND FENCES	
Front Yard Wall/Fence	
Max. primary wall height	5'
Max. solid wall base height	2'
Max. Pilaster height	18"
Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
Max. secondary wall height	2'
Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
Max. Overall Height	10'
Max. Perimeter Wall Height	6 – 8'
Max. Retaining Wall Height	4'
Max. Pilaster Height	18"
Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
Max. Overall Height	12'
Max. Perimeter Wall Height	6 – 8'
Max. Retaining Wall Height	6'
Max. Pilaster Height	18"
Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
Max. Primary Wall Height	6 – 8'
Max. Secondary Wall Height	4'
Min. spacing between wall sections – Inside Dimensions	4'
Max. Pilaster Height	18"
Min. spacing between wall sections – Outside Dimensions	5'

¹ 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

Kyle R-4 High Density Residential District

STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
Kyle Canyon Land Use Category	BLU
Minimum Lot Size s.f.	No minimum
Dwelling Units per Gross Acre	Unlimited
Min. Lot Width	NA
MINIMUM SETBACKS <i>Refer to Exhibit 4 for High Density Apartment Setback Diagram. All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the City of Las Vegas Unified Development Code Residential Adjacency Standards described in Section 19.06.040, Sub-section I.</i>	
Main Buildings	
• Front	10'
• Side	5'
• Corner Side	5'
• Rear	- From common Property Line between two adjacent parcels 10' to Porch 10' to Living - From Property Line adjacent to Community Open Space 10' to Porch 10' to Living
Accessory Structures <i>Accessory structures in R-4 categories may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-4 housing types. Kitchen facilities for catering purposes only are allowed.</i>	
• Front	Same as Main Building
• Side	3'
• Corner Side	5'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	NA
Rear Patio Cover, Sundeck or Balcony <i>A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.</i> <i>A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.</i> <i>A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.</i>	
• Rear	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang

STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
Courtyard Walls	
From Parcel Boundary Adjacent to Perimeter Street	10'
From Adjacent Parcel PL	10'
From Interior Street	2'
From Court Street, Drive Aisle or Parking	2'
From Paseo or Common Open Space	0'
Min. Distance Between Buildings	Unlimited
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	NA
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building Stories - NA 60 feet max. Accessory Structure Not to exceed 3 stories, 38 feet in height or the height of the main buildings, whichever is less.
Parking	SR Apt: .75/unit All others: 1 guest space for every 6 units plus Studio & 1 BR 1.25/unit 2 BR 1.75/unit 3 BR & Above 2/unit Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply.
Landscape Buffers and Turf Limitations	
Minimum Zone Depths	- Adjacent to Right-of-Way: 10' or building setback, whichever is less - Interior Lot Lines: 6'
Turf Coverage	Max. 30% of landscapable area
WALLS AND FENCES	
Front Yard Wall/Fence	
Max. primary wall height	5'
Max. solid wall base ht.	2'
Max. Pilaster ht.	18"

STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
Max. secondary wall ht.	2'
Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes $\leq 2\%$	
Max. Overall Ht.	10'
Max. Perimeter Wall Ht.	6 – 8'
Max. Retaining Wall Ht.	4'
Max. Pilaster Ht.	18"
Contrasting Material	20%
Perimeter and Retaining Walls with Slopes $> 2\%$	
Max. Overall Ht.	12'
Max. Perimeter Wall Ht.	6 – 8'
Max. Retaining Wall Ht.	6'
Max. Pilaster Ht.	18"
Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
Max. Primary Wall Ht.	6 – 8'
Max. Secondary Wall Ht.	4'
Min. spacing between wall sections – Inside Dimensions	4'
Max. Pilaster Ht.	18"
Min. spacing between wall sections – Outside Dimensions	5'

19.19

Blended Land Use District

19.19.010 Purpose / Intent

The Blended Land Use category is established to encourage the creation of dynamic neighborhoods that allow for a mix of residential and/or non-residential uses on the same site or within the same building. A successful blended neighborhood emphasizes a strong pedestrian realm as an integral component of the site design concept. The pedestrian realm is achieved through a high connectivity among the various uses on the site and adjacent neighborhoods, as well as the provision of public spaces such as plazas, courtyards, greens or other such spaces that serve as gathering places for residents and visitors to enjoy.

The Blended Land Use category offers many community benefits including:

- The provision of a strong sense of place by establishing a unique identity for the community as a whole.
- A decrease in automobile dependency by locating complementary uses within close proximity of one another, thereby encouraging walking and bicycling as alternative modes of transportation.
- The creation of vibrant, pedestrian friendly neighborhoods with an emphasis on convenience, interconnectivity, and accessibility for the benefit of residents, workers and visitors.
- Promoting innovative urban design and architecture.
- Providing alternate housing choices for consumers based upon their lifestyle needs.

19.19.020 Description of Blended Land Use

The types of land uses that may be developed within Blended Land Use category include:

- Any Kyle Canyon Residential Land Use, except Kyle R-1
- Limited Commercial (C-1)
- General Commercial (C-2)
- Professional Office (P-O)
- Office (O)

The Blended Land Uses may integrate multiple land uses on the same parcel, within the same building, or both.

The Blended Land Use category allows for uses to be mixed on the site, however, it is not a requirement. A parcel designated as Blended Land Use may be developed with only one land use at the discretion of the property owner.

19.19.030 Kyle BLU Development Standards

STANDARD	Kyle BLU STANDARDS
Permitted Uses	Residential (all Kyle Canyon categories except Kyle R-1) Limited Commercial General Commercial Professional Office Office
Maximum Density	50 Du/Ac
Mix of Uses	Development within the BLU category may consist of one or more land use types described above. Development plans must conform to the Kyle Canyon Master Traffic Plan.
RESIDENTIAL DEVELOPMENT STANDARDS	
	Refer to Kyle Canyon Development Standards Sections 19.06.070 thru 19.06.120.
NON-RESIDENTIAL & VERTICAL BLENDED USES	
	The following standards apply to Non-residential and vertical blended uses (including residential)
MINIMUM SETBACKS	
<i>All setbacks measured from property line and are subject to City of Las Vegas Residential Adjacency Standards, Unified Development Code, Chapter 19.06.040, Sub-section I. Corner side setbacks are subject to City of Las Vegas site visibility requirements.</i>	
Main Building	
• Primary Frontage	15'
• Secondary Frontage	0'
• Interior Lot Lines (Rear or Side)	0'
• Designated Open Space	0'
• Minimum Building Separation	0' or 10'+
• Projections	Architectural features such as roof overhangs, balconies, window and doors trims, fenestrations, canopies, awnings, loggias, building mounted signage, and other similar architectural elements, may encroach into setback areas or public R.O.W.'s so long as the encroachment is a minimum of 2' from front of sidewalk or back of tree grate. All projections shall be clearly noted on the Site Development Plan.
Detached Accessory Structure	
• Primary Frontage	15'
• Secondary Frontage	0'
• Interior Lot Lines (Rear or Side)	0'
• Designated Open Space	0'
• Min. Separation to Main Bldg.	10'
• Size and Coverage	Not to exceed the aggregate floor area of the principal structure. The aggregate total of the ground floor area of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.
Surface Parking Setbacks	
• Primary Frontage	10'
• Secondary Frontage	10'
• Interior Lot Lines (Rear or Side)	5'
• Designated Open Space	5'
Parking Structure Setbacks	
• Primary Frontage	15'
• Secondary Frontage	10'
• Interior Lot Lines (Rear or Side)	10'
• Designated Open Space	10'

STANDARD	Kyle BLU STANDARDS
Courtyard Walls	
• Primary Frontage	10'
• Secondary Frontage	5'
• From Interior Lot Lines	0'
• From Designated Open Space	0'
Max. Lot Coverage <i>The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.</i>	75%
Max. Building Height <i>(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)</i>	Main Building • 5 Stories max. • 60' max. height Accessory Structure Not to exceed height of main building Structured Parking No maximum height, except that the top level of the parking structure, including railings and roof element (if any) shall not exceed the building height of the building being served. Projections Architectural elements such as towers, cupolas, or other similar feature elements may exceed the main building height by a maximum of 15'.
Parking	
Parcels developed with one land use type	Parking and loading requirements shall be as proscribed in the Unified Development Code for that use.
Parcels developed with two or more blended land uses	Refer to Unified Development Code, Section 19.18.030(4)(c) & (d)
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 15' or building setback, whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0% of landscapable area
• Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts.
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with	

STANDARD	Kyle BLU STANDARDS
Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6' -8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6' – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6' – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

19.19.040 Blended Land Use Design Guidelines

A. Site Design Review

The Blended Land Use standards allow for considerable flexibility in the design of mixed use communities and residential neighborhoods. In allowing this flexibility, the City of Las Vegas intends to utilize the Site Development Plan review process as a tool in refining the application of these Blended Use Standards and applying them to the actual designs submitted. All submittals within the Blended Land Use area shall be subject to the Site Development Plan process as presented in section 19.16.100 of the UDC. The Master Developer Architectural Review committee shall strive to achieve consistent design details and architectural styles throughout the Blended Use areas.

Should urban style “Identity Streets” be utilized within the Blended Use Area, the Master Developer shall prepare design standards for these streets including landscape and signage standards. The proposed urban street standards shall be submitted to the City for review and approval prior to the submittal of Site Design Reviews or other submittals utilizing the urban streets. The Master Developer shall enforce uniformity of street designs within the Blended Use area.

B. Site Design Philosophy

The overall design concept within Blended Use parcels shall ensure that a cohesive integration of uses is provided with an emphasis on the pedestrian realm and connectivity among uses and adjacent neighborhoods. Generally, Blended Use Parcels feature a relatively formal arrangement of buildings that form a strong sense of place for residents and visitors to gather. The following are key considerations that shall be considered in the design of Blended Use Parcels.

1. Vehicular Circulation

Blended Use parcels shall provide a well-defined entry sequence for vehicular traffic from perimeter streets to the buildings within the parcel. The entry sequence shall incorporate landscape, architectural, and signage elements.

The on-site circulations system shall promote the efficient movement of vehicles in a clear and well-defined manner that minimizes conflicts with pedestrians and bicycles.

Transit stops, bus turn-outs and shelters shall be provided as necessary and shall be fully integrated into the site design by locating them with pedestrian oriented amenities such as pocket parks, courtyards, plazas, etc.

Street layouts shall be designed to highlight focal elements such as plazas, town green, community building, fountains, sculptural elements, or other similar features.

“Identity” streets that capture the essence of urban living are encouraged to incorporate on-street angled or parallel parking, wide pedestrian friendly sidewalks, formal tree patterns and tree grates, overhead awnings or arcades to provide shaded passage for pedestrians. Larger parking fields shall be located behind the “identity” street buildings to screen them from view.

Loading and service areas shall be independent from the general circulation system to the greatest extent feasible. Such areas shall not face a primary or secondary street and shall be screened from view.

Traffic calming devices such as neck-downs, raised crosswalks, traffic circles, roundabouts and other similar devices that reduce traffic speeds shall be incorporated into site design to the extent feasible..

2. Pedestrian Realm

Attractive pedestrian space is an essential element of vibrant Blended Use development. The following principles that emphasize the creation of pedestrian friendly environments shall be considered in the design of Blended Use neighborhoods:

a. Sidewalks

- Sidewalks shall be of sufficient width to promote pedestrian friendly amenities such as street furniture, kiosks and other site furnishings as well as to encourage leisurely window shopping, outdoor dining, and other pedestrian activity in commercial areas.
- Street trees with tree grates embedded in sidewalks are encouraged to accentuate the urban form, provide shade for pedestrians, and buffer pedestrians from adjacent traffic.
- Pedestrian scale lighting shall be provided along sidewalks and pathways.
- Pedestrian oriented signage shall be provided.
- Pedestrian walkways shall avoid passing through service areas of the site (i.e., delivery areas, trash collections areas, etc.)

b. Connectivity

- Strong pedestrian connections shall link on-site uses, buildings and amenities such as a town green, landscaped courtyards and plazas and other similar elements.
- Likewise, strong external connections to adjacent parcels, open space and/or roadway systems shall be provided.
- Clear pedestrian circulation shall be provided from parking areas to building entrances.

c. Vehicular / Pedestrian Interface

- Minimum street widths shall be used to reduce design speeds and reduce pedestrian crossing distances.
- Mid-block crosswalks shall be used at strategic locations to reduce pedestrian travel distances.
- Traffic calming devices such as neck-downs, raised crosswalks, traffic circles, roundabouts and other similar devices that reduce traffic speeds shall be incorporated into site design.

- Minimum curb return radii shall be used at intersections to minimize crossing distances and reduce vehicular speed at corners.
- Clear pedestrian circulation from parking areas to building entrances shall be provided.
- Parking areas shall feature landscaping to provide shade cover for vehicles and pedestrians.

3. Building and Site Elements

Buildings shall be plotted as far forward on the lot as possible to reinforce the urban character of the Mixed-Use parcels.

The use of loggias, awnings or other overhead elements that provide shade and weather protection shall be provided for an enhanced pedestrian experience.

4. Parking

All required parking shall be provided on-site.

Angled or parallel parking is encouraged on “Identity” streets. Larger parking fields serving “Identity” street uses shall be located behind the buildings. Clearly identified pedestrian connections between the parking fields and the buildings served by the parking areas are required.

On parcels developed with two or more blended land uses, please refer to Unified Development Code, Section 19.18.030(4)(c) & (d)

Surface parking shall be accommodated in groups of small parking clusters to the extent feasible, to minimize the visual impact of parking areas. Long, unbroken rows of surface parking stalls shall be avoided.

Parking areas shall be screened from view to the extent feasible through the use of plant material or low walls that are compatible with the building architecture.

Landscape treatments shall be used within and adjacent to parking fields to visually minimize the impact of parking areas, as well as to provide shade cover for automobiles and pedestrian pathways.

Subterranean and structured parking is allowed. Such parking areas shall be well integrated into the design of the parcel through appropriate architectural and/or landscape treatments.

Multi-story parking structures shall be wrapped by building architecture that is equal to or greater than the height of the parking structure so that the structure is effectively screened from public street views.

Alternatively, parking structures adjacent to public streets are allowed in cases where the perimeter edge of the ground floor is devoted to commercial or office uses and parking above. Such ground level retail/office uses shall be designed with appropriate pedestrian scaled architectural detailing.

Carports are allowed in parking fields. Carports are not allowed on “Identity” streets. The design of carports shall complement the buildings within the parcel. A minimum 6” wide fascia element is required on all four sides of a carport roof.

Surface parking lots are prohibited at external street corners and shall be screened by buildings and/or landscaping at internal street corners.

5. Loading Areas

Loading areas shall be designed to accommodate maneuvering on-site, not from a public street.

All loading and service areas shall be clearly signed.

Loading areas shall be clearly denoted on the pavement and when occupied shall not unduly hinder on-site vehicular or pedestrian circulation.

Loading areas (except short term delivery small parcel pick-up or deliveries near building entries) shall be screened from view through the use of walls and/or landscaping.

Loading areas shall not face onto primary and secondary streets and shall adhere to all other parking setback requirements.

6. Architectural Guidelines

a. Building Orientation

Within Blended Land Use parcels, buildings shall be oriented to the street with inviting and detailed elevations to strengthen the desired image for the neighborhood. Only active building elevations and public access shall face the street.

The placement and orientation of buildings along a frontage shall create interesting and significant public spaces and help establish a design theme for the streetscape.

Commercial and vertical blended use buildings shall be sited and designed to attract and engage the pedestrian user by incorporating elements such as:

- Orienting the front doors of all businesses to streets or pedestrian features
- Providing a primary building entrance for ground floor uses along each building façade
- If a building has frontage on more than one public street, providing a single building entrance on the corner
- Using the area between the right-of-way and building to create a pedestrian amenity.
- Avoiding excessive setbacks that create gaps between the street and building interface.

- Providing building frontages with pedestrian-oriented architectural elements such as arcades, awnings, porches or other similar elements along the ground plane.

b. Building Elevations

The building massing shall consist of a mix of building heights to provide visual interest to the mixed-use area. Tower elements or other prominent building features shall be used to accentuate key elements such as building entries, and pedestrian nodes, plazas or courtyards.

Stepping back of upper stories is encouraged to enhance the buildings visual appearance as well as provide the opportunity for upper level terraces.

Offset wall planes shall be used where appropriate as an integral part of the building design to provide visual articulation.

Moreover, building offsets or recesses shall be used, where appropriate, to accentuate building entries and form pedestrian nodes.

Notched or angled building corners shall be used, where appropriate, to provide subtle articulation to building forms.

Projections, overhangs and recesses shall be used to provide shadow, articulation, and scale to building elevations.

Blended use development shall incorporate building height transitions from the maximum building height to a lower height to achieve compatibility with adjacent properties. All buildings are subject to the Residential Adjacency Standards of the Unified Development Code.

All sides of a building shall be coherently designed and treated. A consistent level of detailing and finish is required for all sides of a building, unless the building or portion thereof, is not visible from public view.

Blended use buildings shall incorporate patterns, changes in color and materials, and/or relief such as belt-lines, pilasters, pop-outs, etc. for visual interest.

c. Building Materials

In order to achieve variety in the architectural expression of blended use development parcels, no single building material or color shall predominate. Rather a variety of materials and colors shall be used.

Buildings shall be designed using materials that are consistent with its architectural style. Permitted materials include:

- Stucco
- Simulated wood siding or shingles
- Brick
- Stone
- Textured CMU

- Untextured CMU used in a decorative manner consistent with the project architecture
- Corrugated Metal used in a decorative manner consistent with the project architecture

All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap building elements in their entirety.

Material changes shall occur at inside corners. Materials applied to any visible elevation shall turn the outside corner of the building before terminating at a logical point.

All building colors shall be compatible with the architectural style of the building and are subject to approval during the design review process.

d. Roofs

Variety in roof forms, ridge heights, and direction of gables is required to avoid a monotonous roofscape as viewed from community streets, open space, or any other public space.

Roof pitch shall be consistent with the architectural style of the building. Flat roofs are permitted if consistent with the building's architectural style. When used, flat roofs must have a cornice or parapet wall.

Roof materials shall consist of flat, barrel, or S-tiles. Metal roofs are permitted on a limited basis on feature elements of the building.

Fascia elements shall be consistent with the architectural style of the building.

e. Architectural Features and Accents

- Exterior Stairs

Exterior stairways, when used, shall be simple bold projections that complement the architectural massing and form of the building.

- Columns, Archways & Arcades

The use of columns, archways and arcades, when used, shall be compatible with the architecture of the building, and designed as an integral component of the building's appearance.

When used, such elements shall define or enframe space, such as building entries, plazas and courtyards.

- Trellises and Arbors

Trellises and arbors are encouraged to enhance the architectural character of the building's design and to reinforce the pedestrian atmosphere of the mixed-use area.

- Accessory Structures

Accessory structures, when provided, shall be designed to be consistent with the architecture of adjacent buildings

- Architectural Detail Elements

Detail elements such as shutters, exposed rafter tails or cross beams, decorative grille work, decorative stucco or clay pipe vents, decorative ceramic tile and / or other similar features shall be used to provide visual interest to building, consistent with its architectural style.

- Walls and Fences

Walls and fences shall be compatible in material, color, and design with adjacent architectural elements.

- Exterior Lighting

Exterior lighting fixtures shall be compatible with the architectural style of the building.

Please refer to Unified Development code Section 19.08.040 for additional exterior lighting requirements.

- Mechanical Equipment

Ground mounted mechanical equipment shall be screened from view by walls or fences compatible with the building architecture.

Roof mounted mechanical equipment shall be screened from view through the use of parapet walls similar in design to the building architecture.

All utility meters shall be screened from view.

All flashing, sheet metal, and vents shall be painted or screened from view in a manner that is compatible with the building architecture.

- Service Elements

Trash enclosures and other service elements shall be screened from view through the use of solid walls or fences compatible with the building architecture, and enclosed with opaque metal gates.

Trash enclosures shall be covered with a roof or trellis element.

Chapter 3.16

Environmental Standards

All residential product builders within Kyle Canyon Gateway shall meet the following requirements for all residential products.

A. Water Conservation

1. Front yards shall be landscaped with trees, shrubs and ground cover. No living lawns are permitted. Artificial turf is allowed. Non-turf areas will include a minimum 2-inch layer of mulching material. If weed barrier fabric is used, it shall be permeable to air and water.
2. If rear yard landscaping is provided by builder, the lawn area shall be less than 50% of total landscape-able area of backyard, but not to exceed 1,000 square feet.
3. No builder installed ornamental water features at homes or in common areas are permitted
4. All irrigation systems, if properly operated and maintained, can sustain the landscape without creating flow or spray that leaves the property.
5. Builder installed irrigation systems shall have separate control zones (valves) for different plant and irrigation types.
6. Builder installed sprinkler heads in turf areas must extend 4" or higher. Only turf areas may use spray irrigation. Drip irrigation is required for planter beds.
7. Builder installed drip irrigation systems shall be equipped with pressure regulator, filter and flush end assembly.
8. Builder provided , irrigation controllers shall have the following minimum features: two or more programs, three or more start times, one minute incremental watering times, even/odd day scheduling, day interval scheduling, and be capable of accepting external soil moisture and/or rain sensors. An owner's manual for all irrigation controllers and other irrigation components posted adjacent to the irrigation controller will be required. An SNWA seasonal watering schedule for each zone posted at the controller will be required.
9. Even if no pool or spa is installed by the builder, all homes must be equipped to facilitate the draining of pool and spa water to the sanitary sewer. Each dwelling shall have an exterior sewer cleanout downstream of all other sewer connections for the structure and located inside an enclosure. Enclosures must be adequately sized and shaped to allow reasonable access to use tools to remove the cap from the pipe. The enclosure lid must be clearly and permanently marked "SEWER" and "POOL DRAIN".
10. Pool and spa water surface areas will be deducted from the maximum allowable turf area described above.
11. Pools may not feature decorative water features that drop or propel water more than 24 inches above the main water surface.
12. Builders shall install only high efficiency plumbing fixtures including 1.28 gallon flush toilets, 2.2 gpm kitchen faucets, 1.5 gpm bathroom faucets, 2.5 gpm shower heads

13. Builder installed dishwashers shall be high efficiency dishwashers at 6.0 gal or less per normal cycle if provided.
14. Builder installed washing machines shall be high efficiency washing machine with Water Factor (WF) of 6.0 or less if provided.

B. Energy Conservation

The Developer shall provide for third party inspection of residential home insulation and HVAC duct installation according to the provisions of this section. The third party inspectors shall randomly inspect 10% of all homes constructed each year by all builders within Kyle Canyon Gateway. At a minimum the homes shall be inspected for proper installation of insulation and that ducts are sealed. The inspectors shall provide written inspection reports to the Developer, Builder and the City. The Developer shall provide to the City and Builders the insulation and HVAC duct sealing standards for Kyle Canyon and the details of the inspection program prior to commencing residential construction. At a minimum, the standards shall meet or exceed current Building Code standards. Any Builder product that is Energy Star certified shall be exempt from these inspection requirements.

C. Solid Waste Disposal

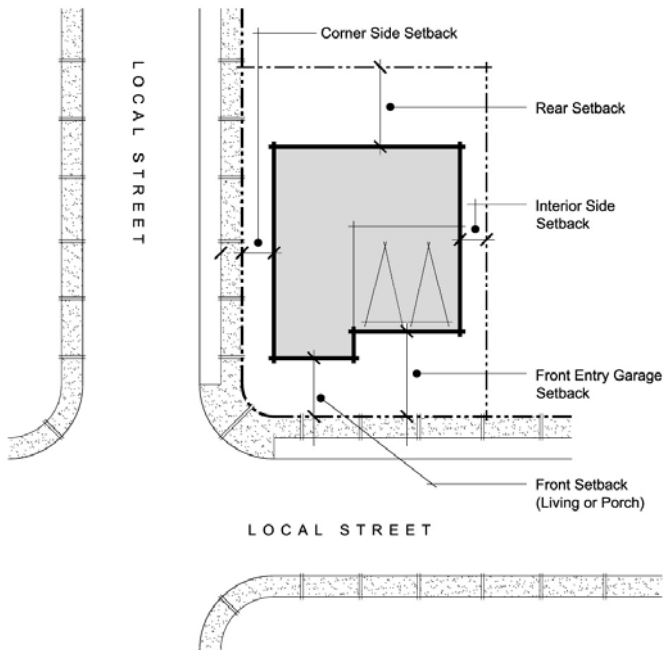
The Developer will meet with Republic Services or the City's contractor for solid waste removal at that time, and arrange a program for all of Kyle Canyon Gateway to have trash removal on a once a week basis and recycling pick up on a separate once a week basis. The Developer shall create a program to inform all Kyle Canyon Gateway home buyers of this solid waste and recyclables program.

D. Required Homebuyers Options

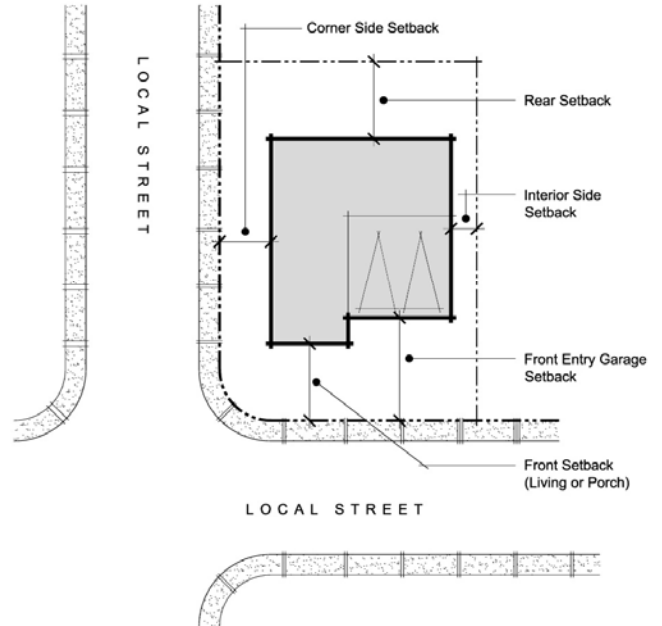
The Developer shall require and the residential Builders shall provide all homebuyers the option of purchasing any or all of the following on all single family detached homes and where possible on attached residential product;

1. Energy Star Certified Homes
2. Solar water heaters
3. Compact fluorescent lighting
4. Indoor motion sensing lighting
5. Photovoltaic solar panels and net metering systems
6. Energy Star appliances

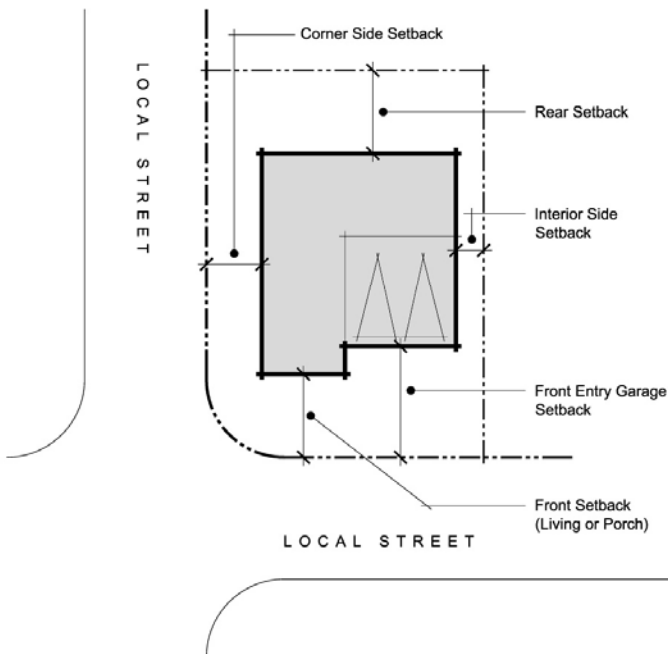
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Sidewalk



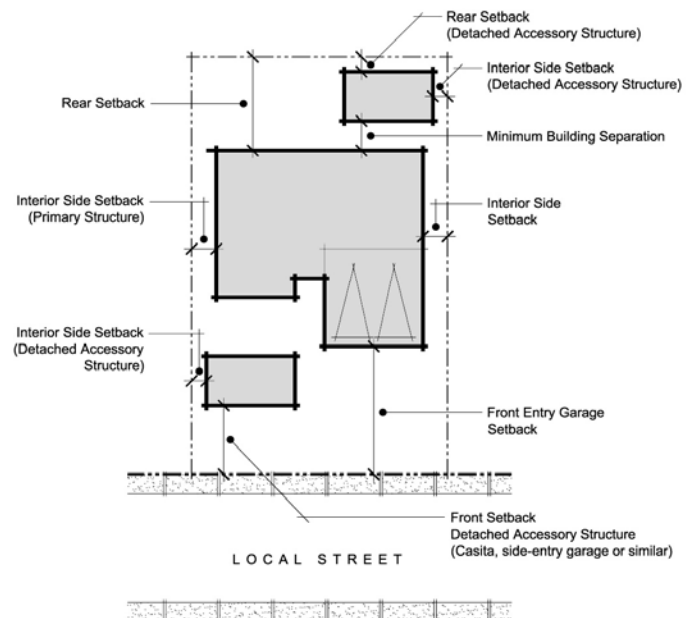
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Attached Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
No Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Accessory Structure

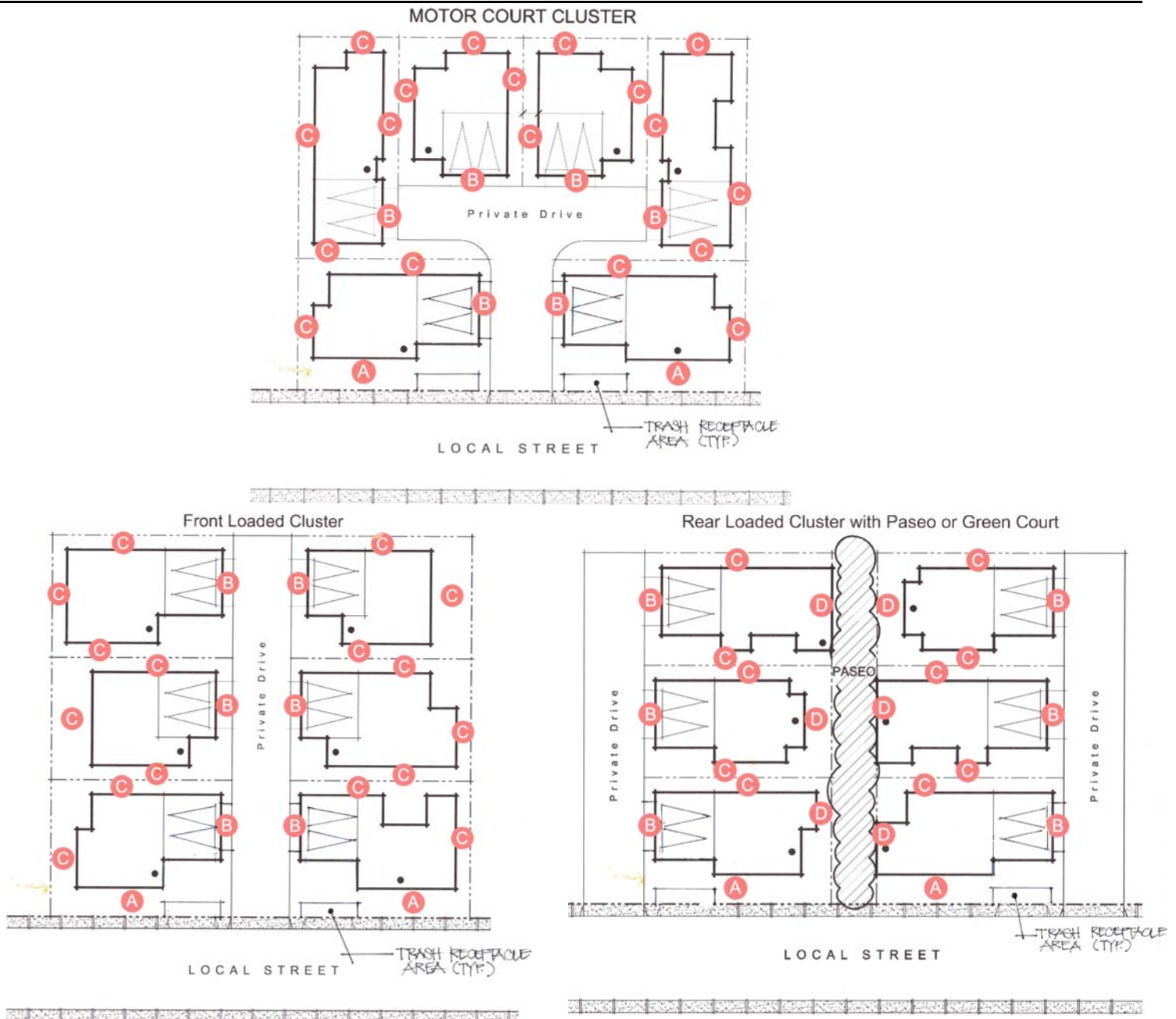


NOTES:

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.

Exhibit 1

SETBACK DIAGRAM



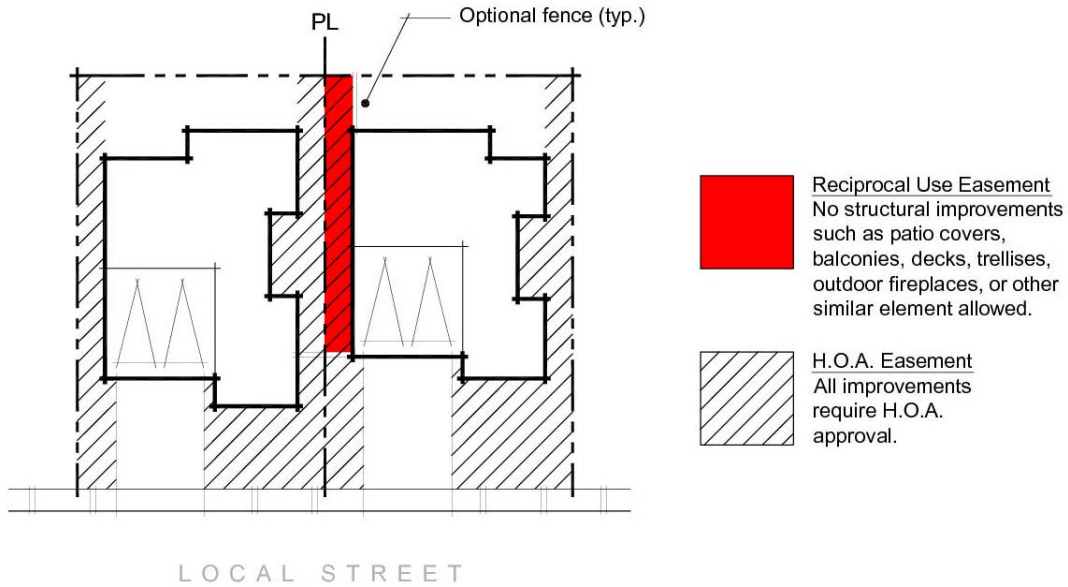
Legend:

- A. Setback from street regardless of unit entry or garage location.
- B. Setback from private drive regardless of unit entry or garage location.
- C. Side or Rear Setback. (Each unit shall have at least one rear setback.)
- D. Setback from paseo, green court or other common open space.

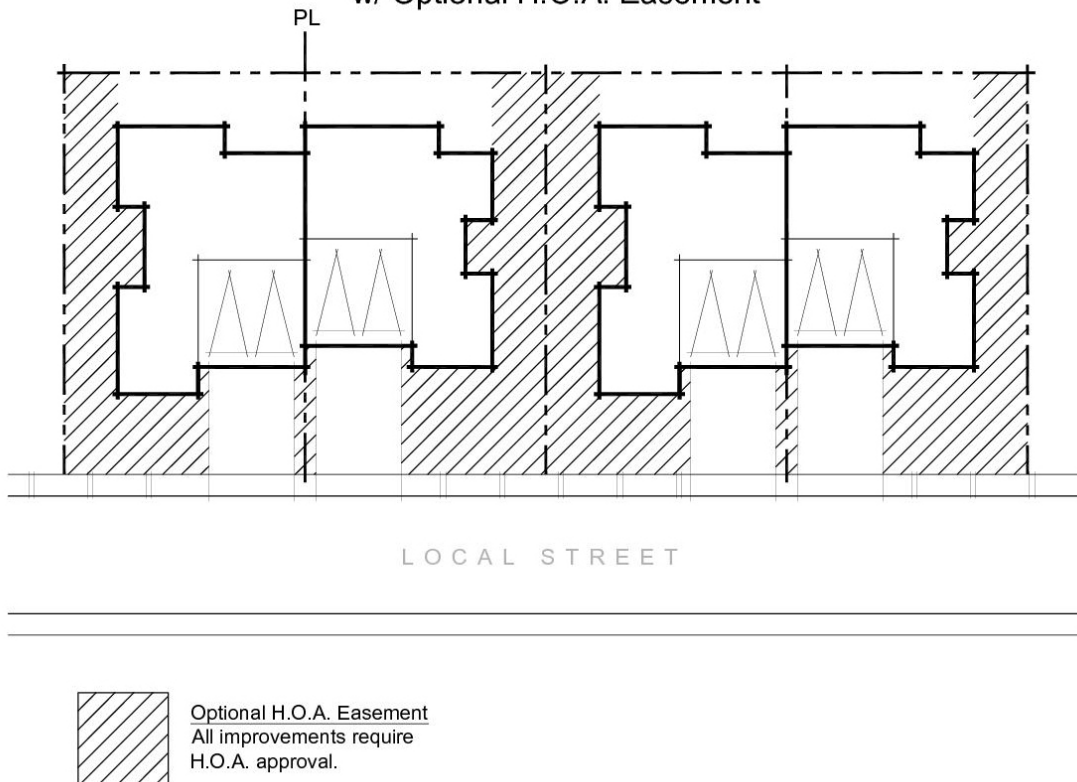
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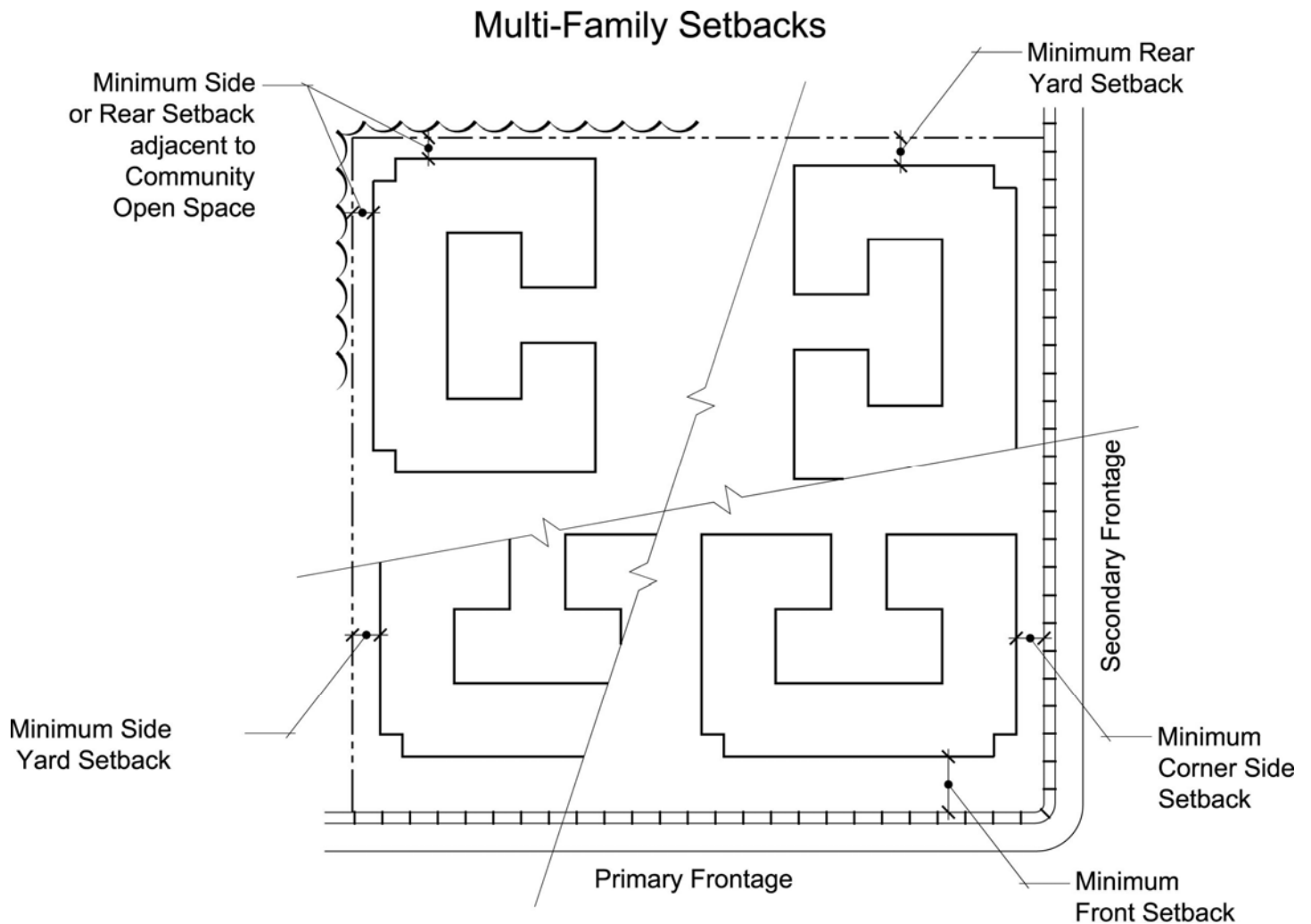
- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and the Modified Standards Table, then the Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.
- A maximum of 6 units allowed per cluster.
- **Motor Court Cluster houses must be sprinklered.**

Reciprocal Use Easement Diagram



Fee Simple Duplex w/ Optional H.O.A. Easement





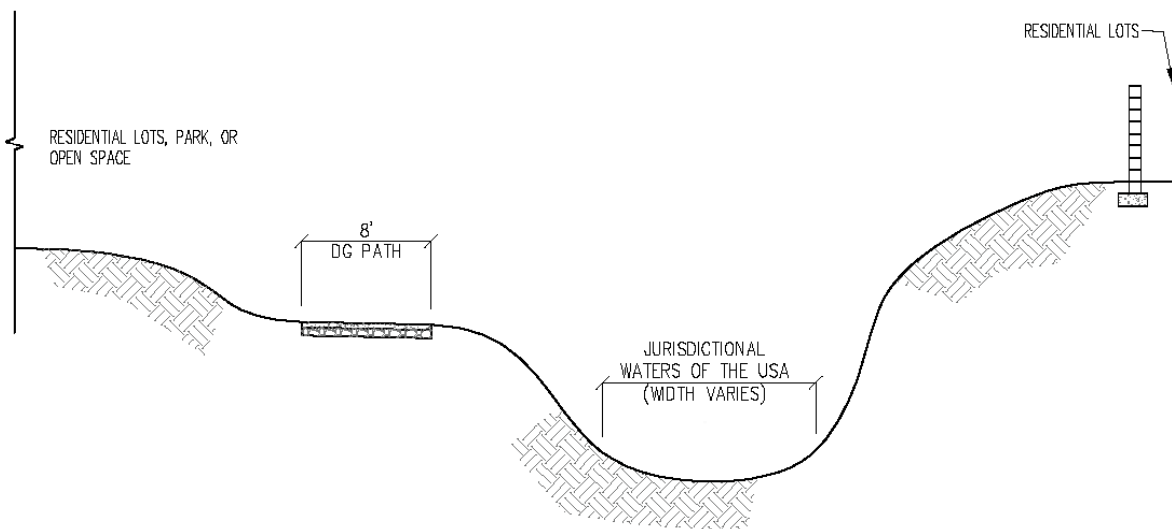
NOTES:

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks measured from PL unless otherwise noted.

Exhibit 4
**MEDIUM AND HIGH DENSITY
APARTMENT SETBACK DIAGRAM**

7/5/2011

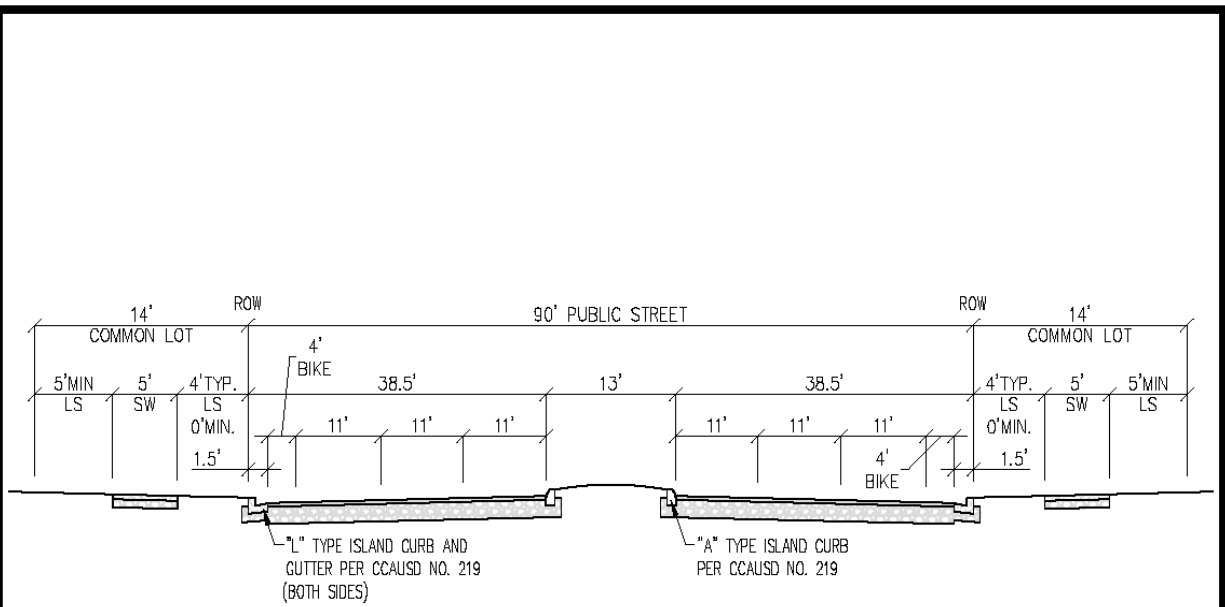
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ARROYO SECTION

NTS

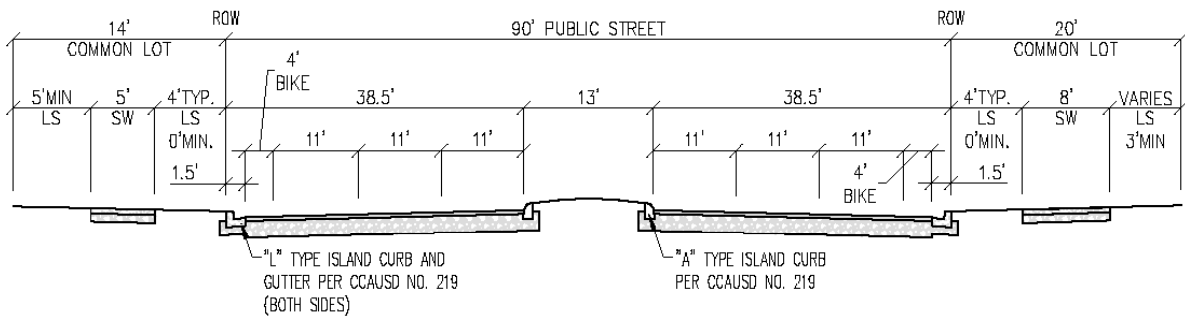




A. ARTERIAL STREET

NTS

HORSE DR & HUALAPAI WAY



B. ARTERIAL STREET WITH TRAIL

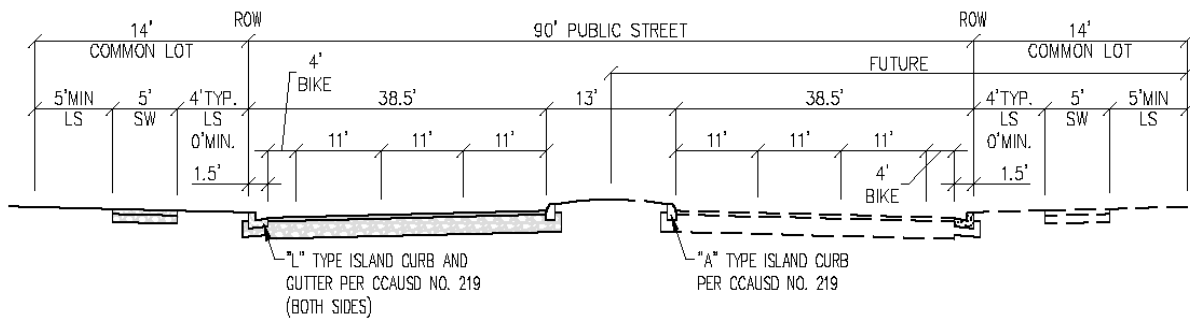
NTS

HORSE DR & HUALAPAI WAY

NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE





C. ARTERIAL HALF STREET

NTS

HUALAPAI WAY

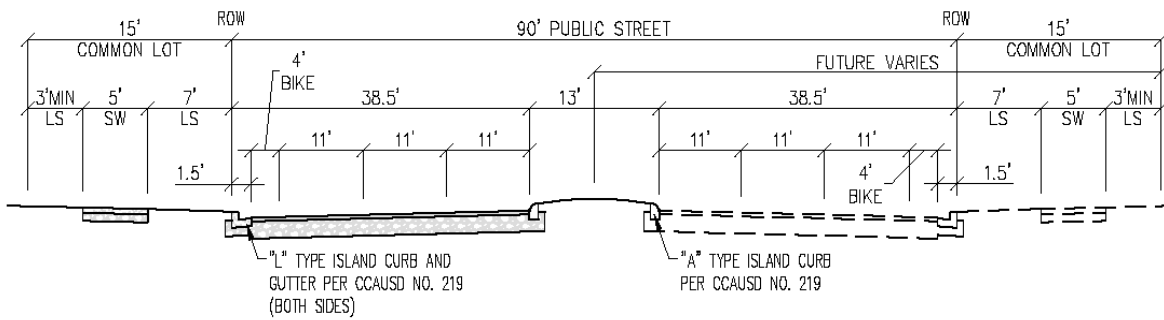
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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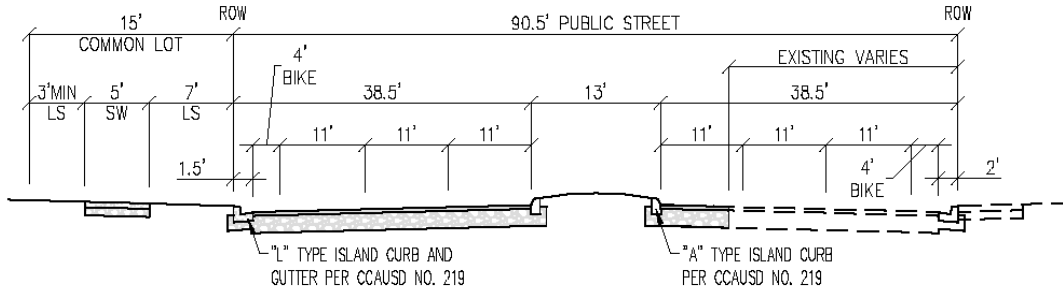




D. ARTERIAL HALF STREET

NTS

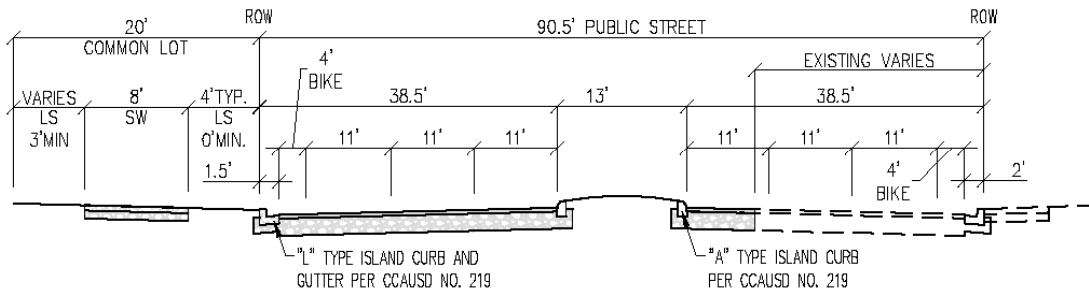
FORT APACHE RD



E. ARTERIAL HALF STREET

NTS

FORT APACHE RD



F. ARTERIAL HALF STREET WITH TRAIL

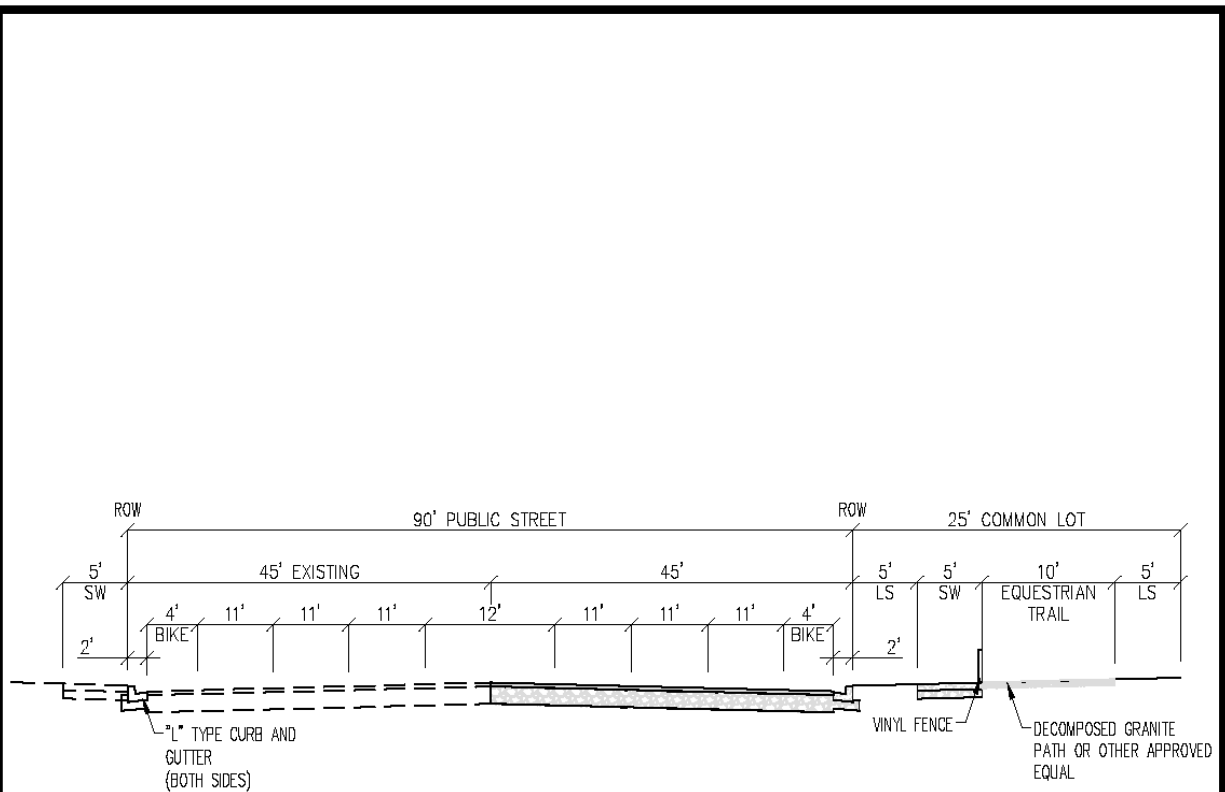
NTS

FORT APACHE RD

NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE





G. ARTERIAL STREET WITH EQUESTRIAN TRAIL

NTS

GRAND TETON DR

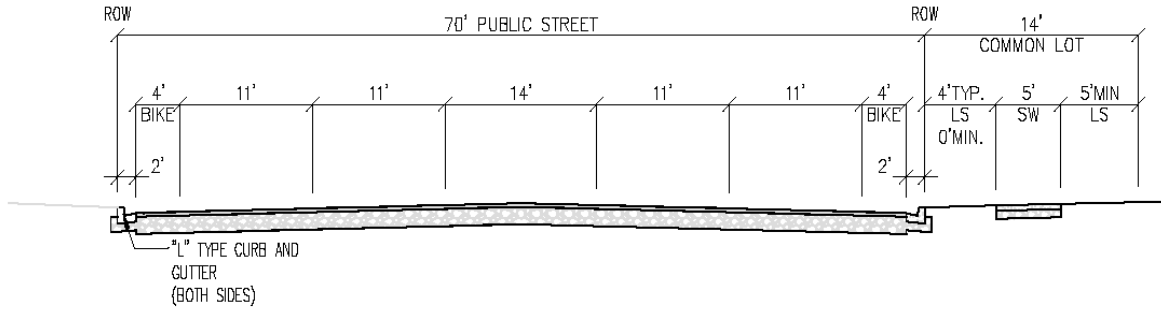
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. CITY TO MAINTAIN EQUESTRIAN TRAIL
4. MEDIAN OPTIONAL

7/5/2011

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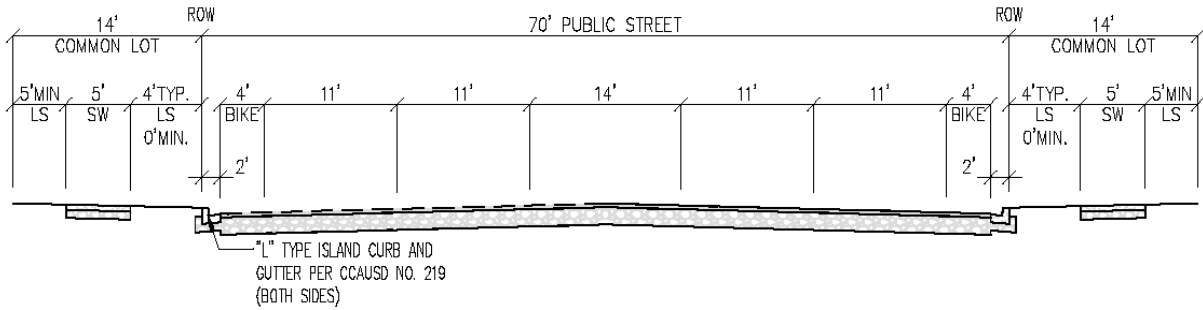




H. FRONTAGE ROAD

NTS

SKY POINTE DR & OSO BLANCA RD



I. FRONTAGE ROAD

NTS

SKY POINTE DR

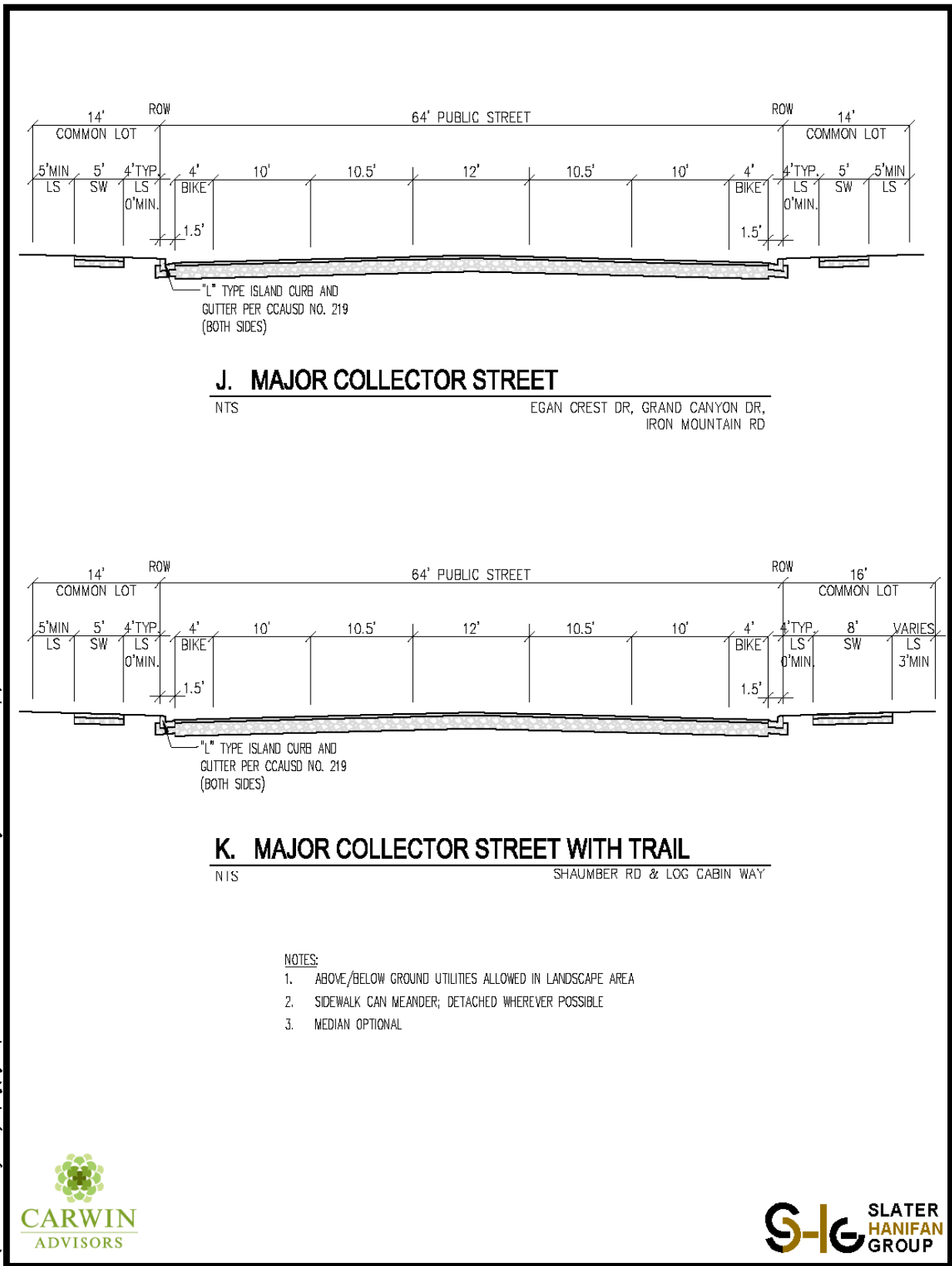
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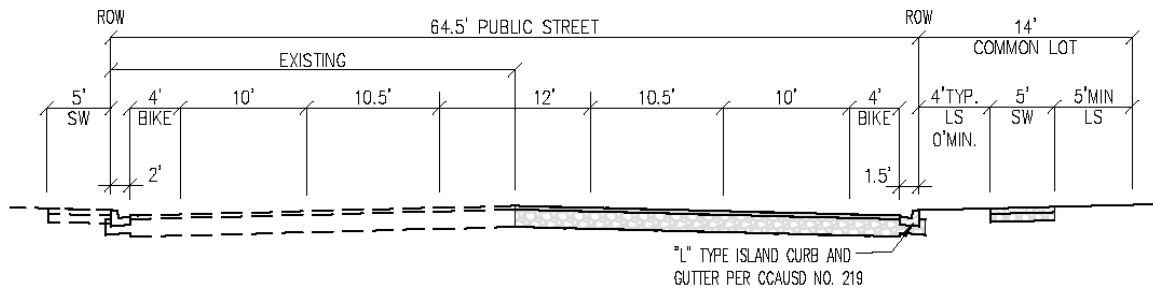
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL



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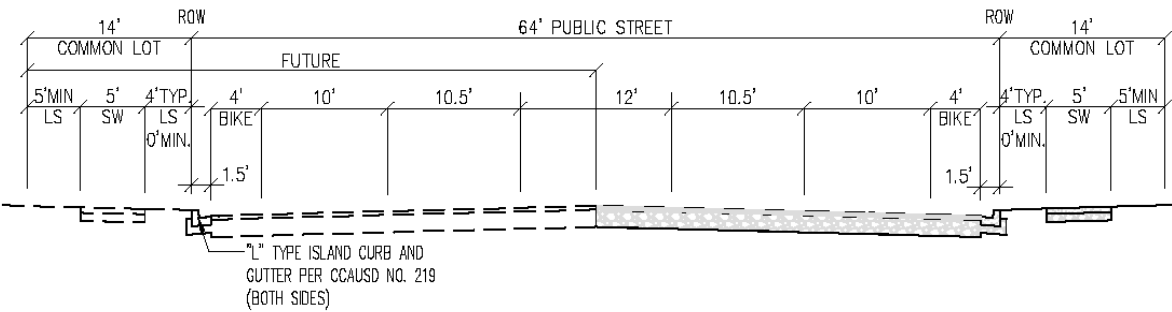




L. MAJOR COLLECTOR HALF STREET

NTS

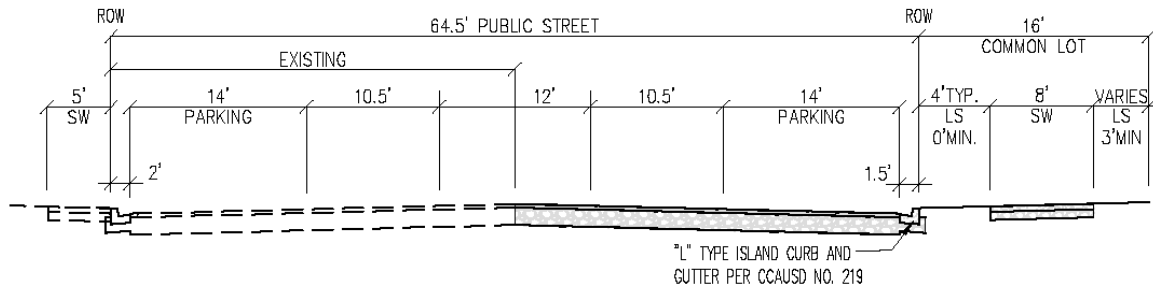
GRAND CANYON DR



M. MAJOR COLLECTOR HALF STREET

NTS

IRON MOUNTAIN RD



N. MAJOR COLLECTOR HALF STREET WITH TRAIL

NTS

IRON MOUNTAIN RD

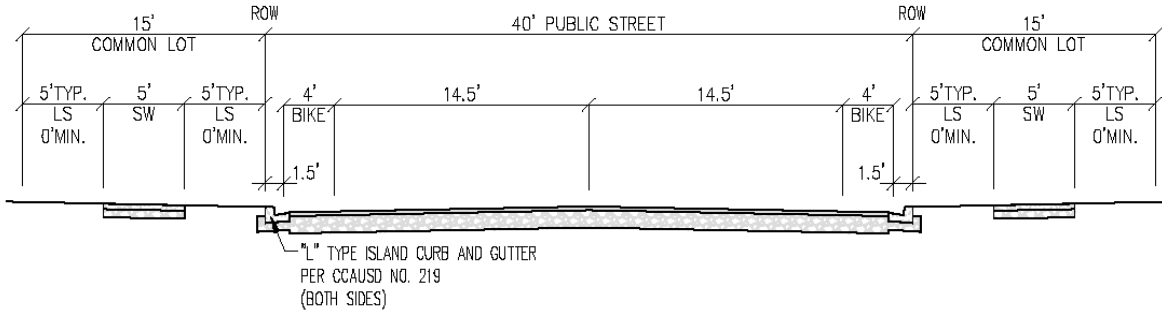
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL



7/5/2011

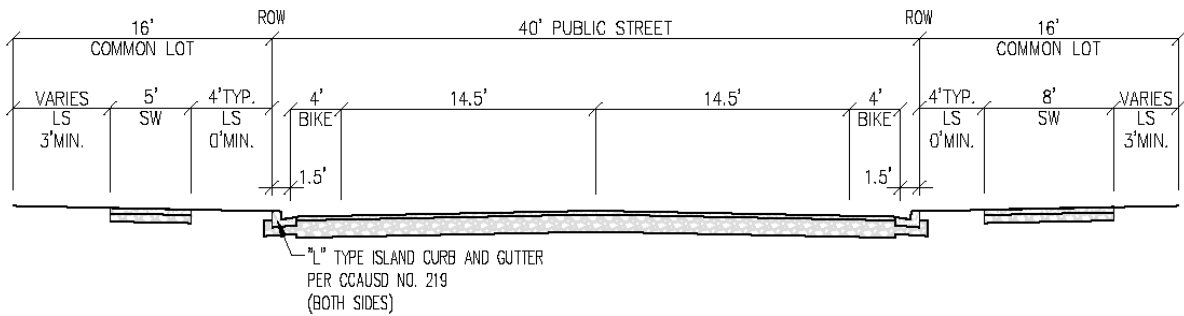
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O. MINOR COLLECTOR STREET

NTS

RACEL ST & INTERNAL COLLECTORS



P. MINOR COLLECTOR STREET WITH TRAIL

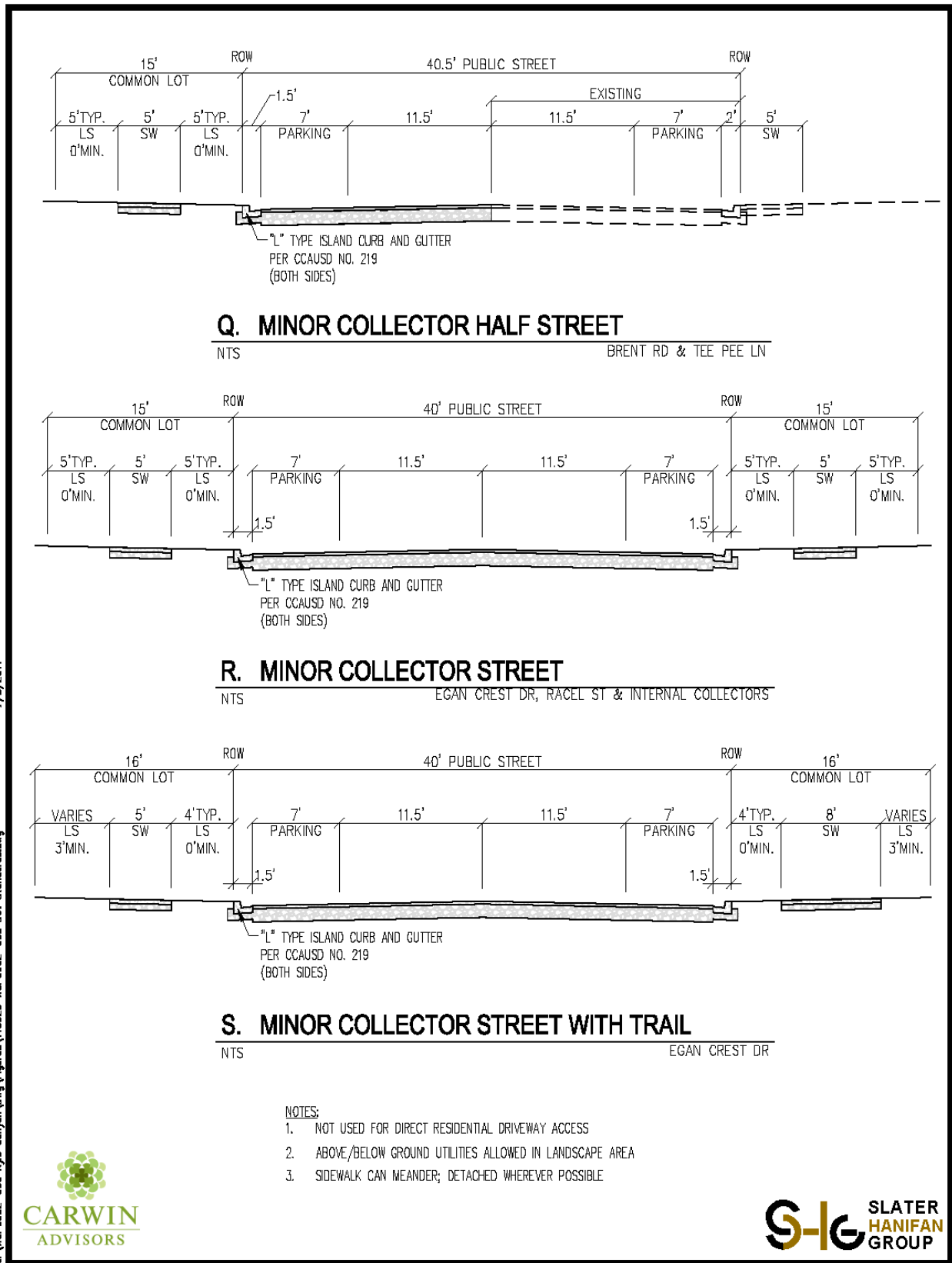
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TEE PEE LN & INTERNAL COLLECTORS

NOTES:

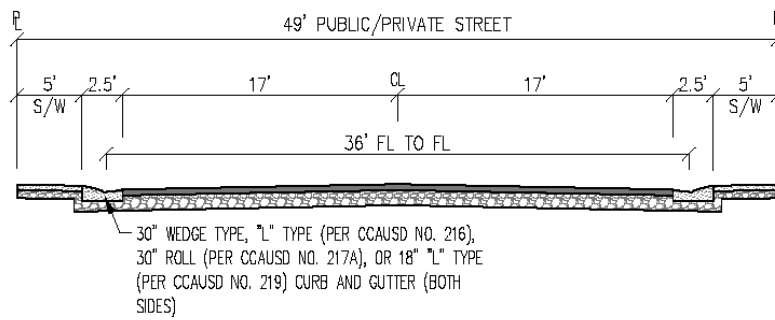
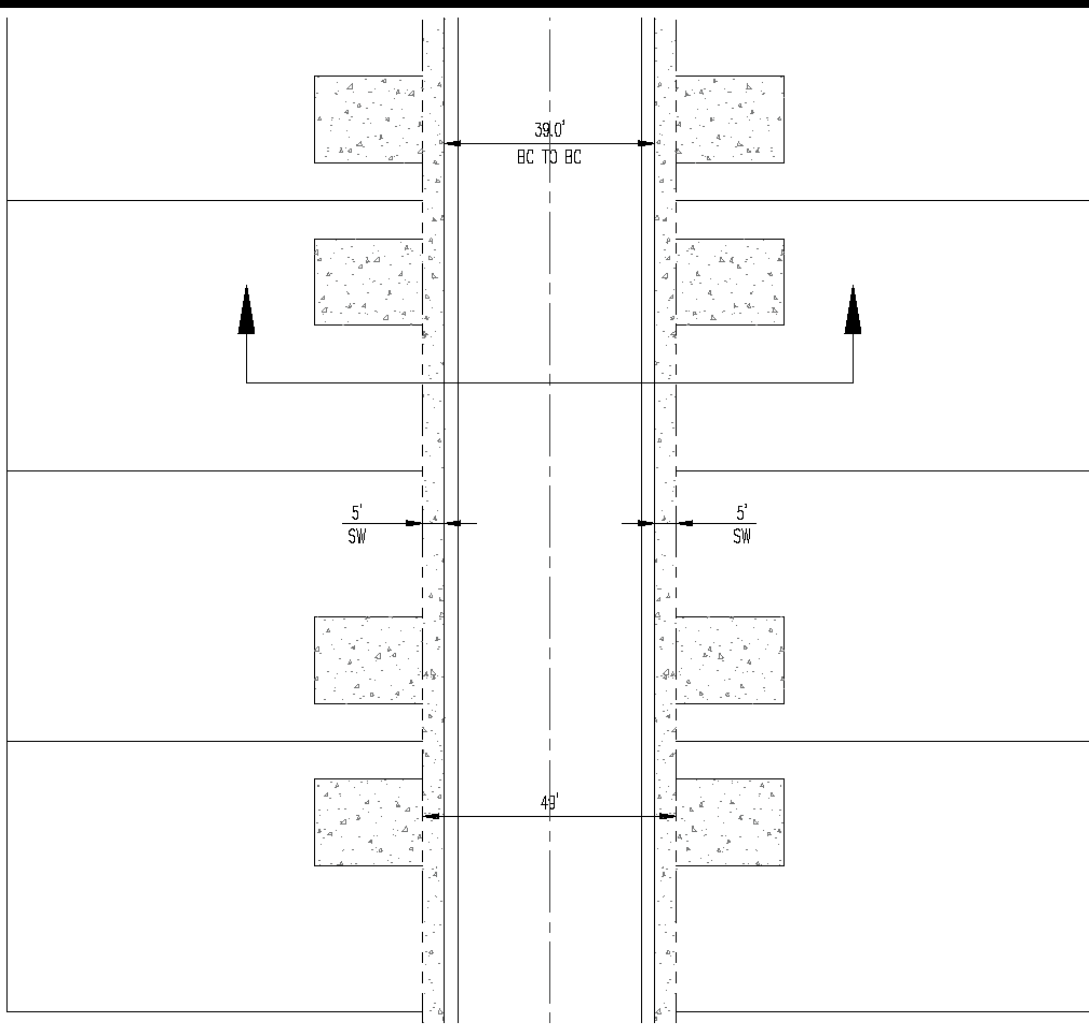
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE





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NOTES:

1. PARKING ALLOWED ON BOTH SIDES OF THE STREET

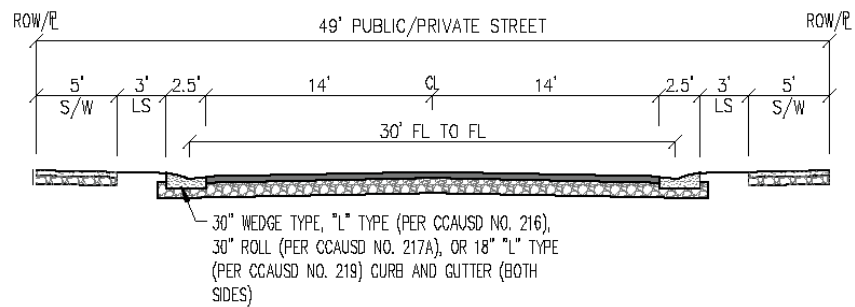
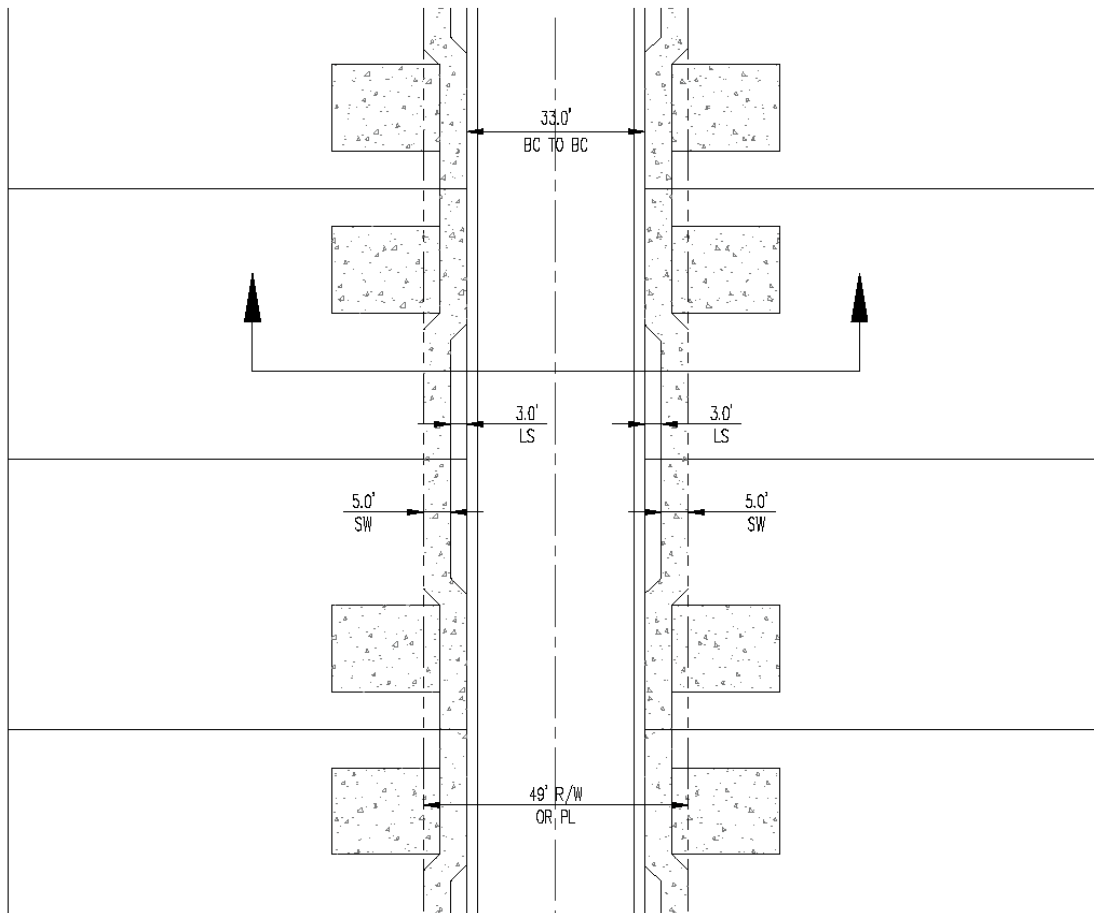
49' PUBLIC/PRIVATE STREET SECTION

NTS



7/5/2011

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NOTES

1. PARKING ALLOWED ON BOTH SIDES OF THE STREET
2. HOUSES MUST BE SPRINKLED

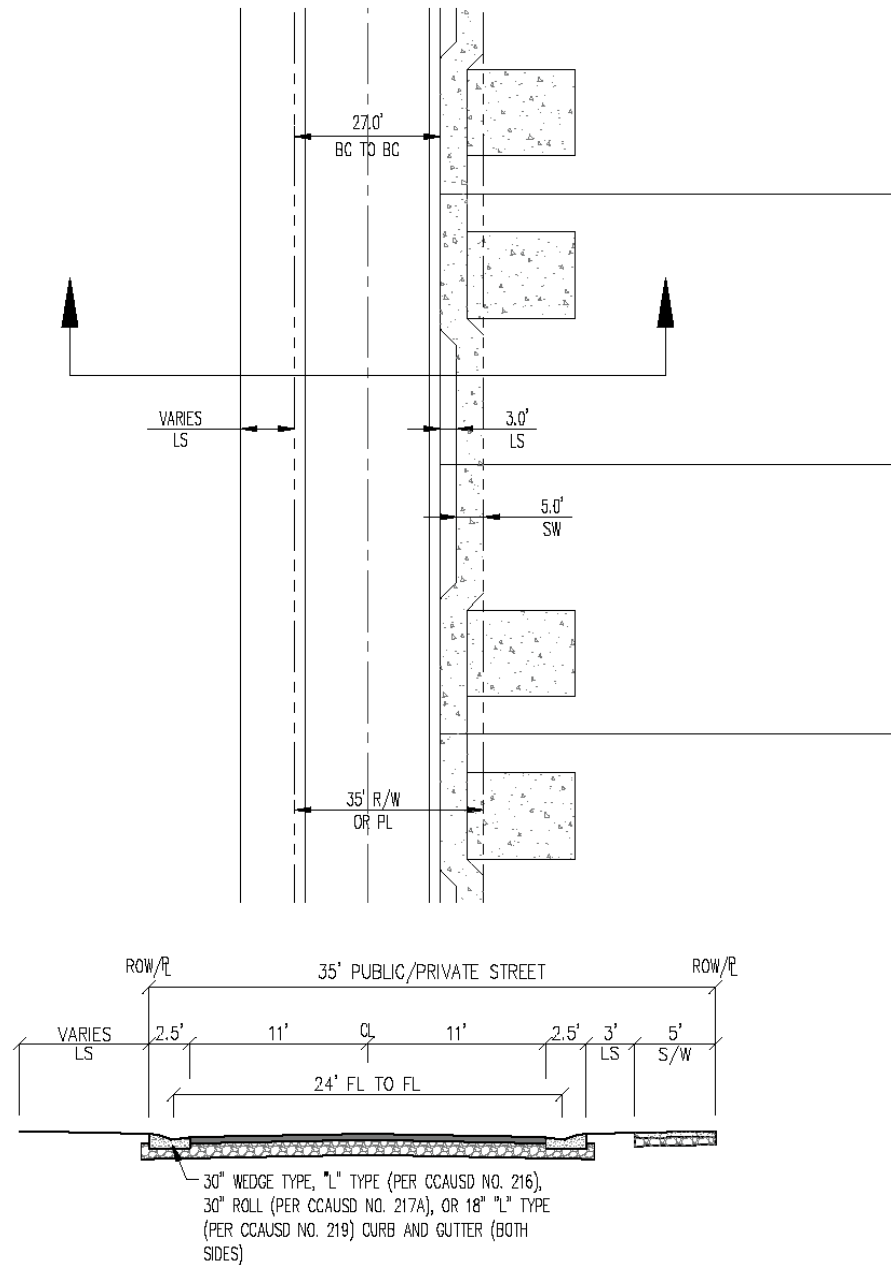
49' PUBLIC/PRIVATE STREET SECTION (ALT 1)

NTS



7/5/2011

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NOTES:

1. PARKING ALLOWED ON RESIDENTIAL SIDE OF THE STREET ONLY
2. HOUSES MUST BE SPRINKLED

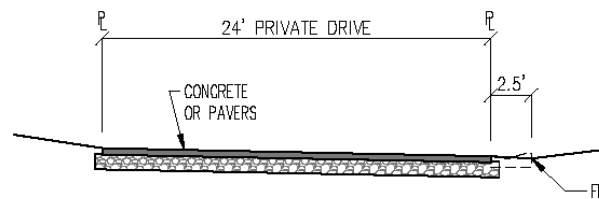
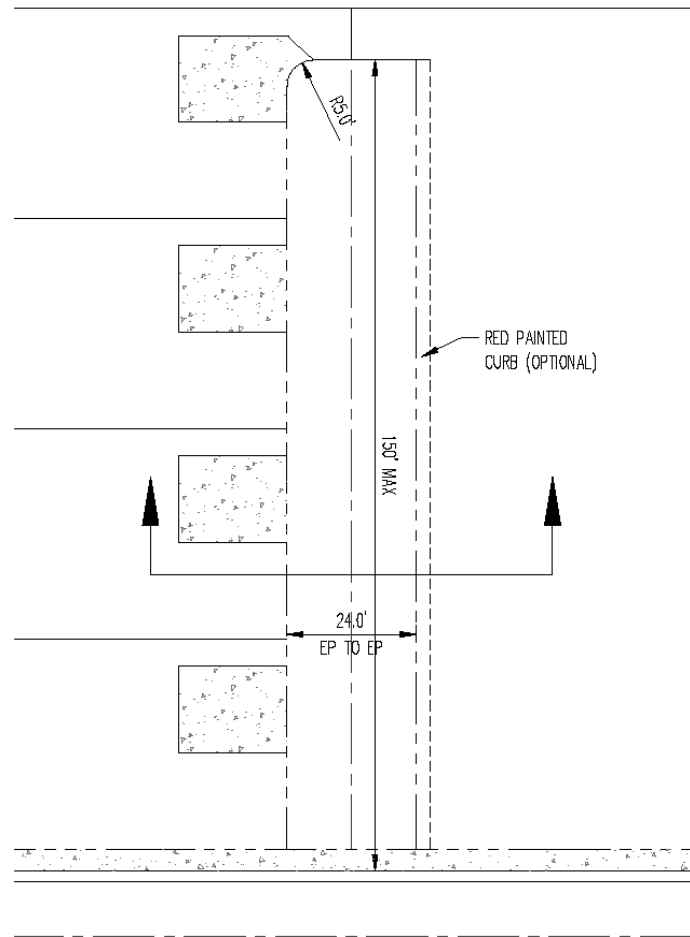
35' PUBLIC/PRIVATE SINGLE-LOADED STREET SECTION

NTS



7/5/2011

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NOTES:

1. 150' MAXIMUM LENGTH FROM BACK OF CURB
2. MAXIMUM OF FOUR LOTS FRONTING PRIVATE DRIVE
3. ALLOWS PARKING ON ONE SIDE
4. OPTIONAL CURB AND GUTTER ONE SIDE
5. OPTIONAL PAN DRIVEWAY WITH INVERTED CROWN

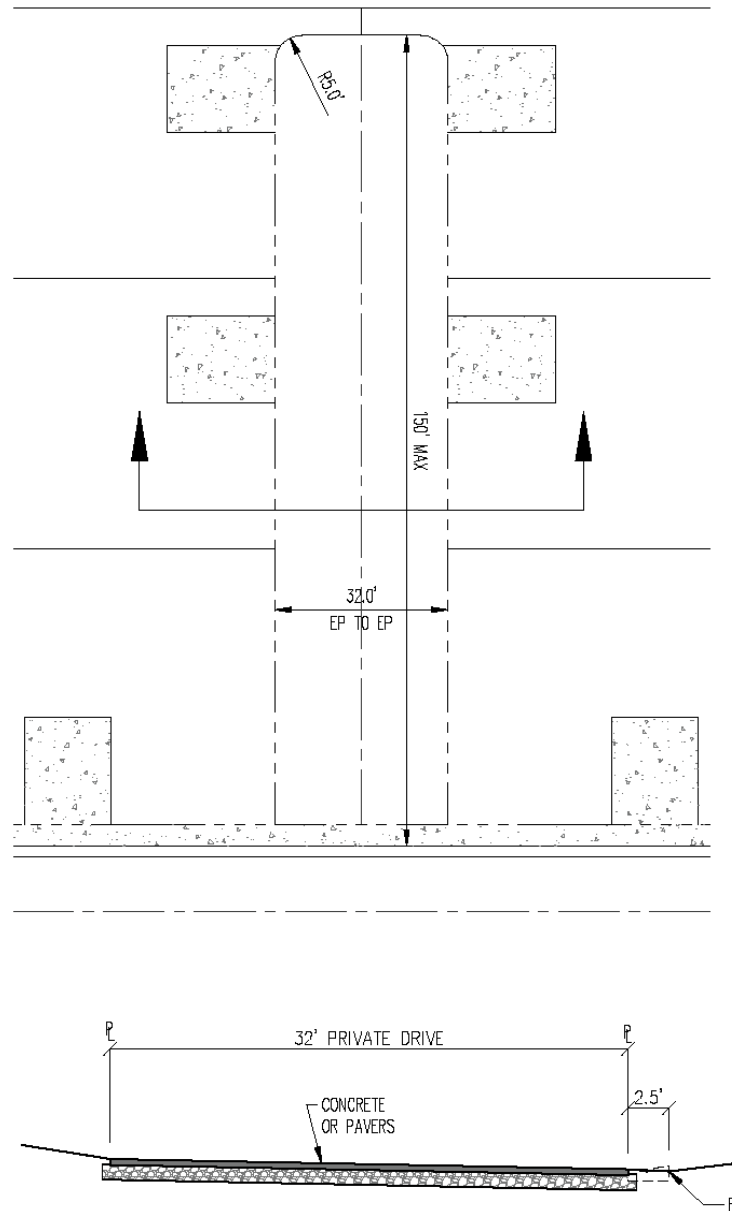
24' SHARED PRIVATE DRIVE DETAIL

NTS



7/5/2011

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NOTES:

1. 150' MAXIMUM LENGTH FROM BACK OF CURB
2. MAXIMUM OF FOUR LOTS FRONTING PRIVATE DRIVE
3. ALLOWS PARKING ON BOTH SIDES
4. OPTIONAL CURB AND GUTTER ONE SIDE
5. OPTIONAL PAN DRIVEWAY WITH INVERTED CROWN

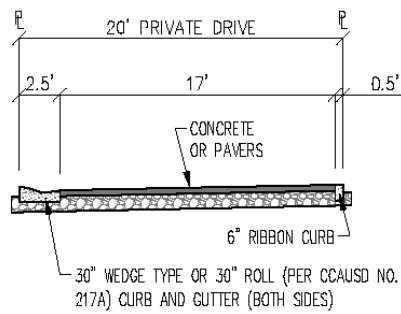
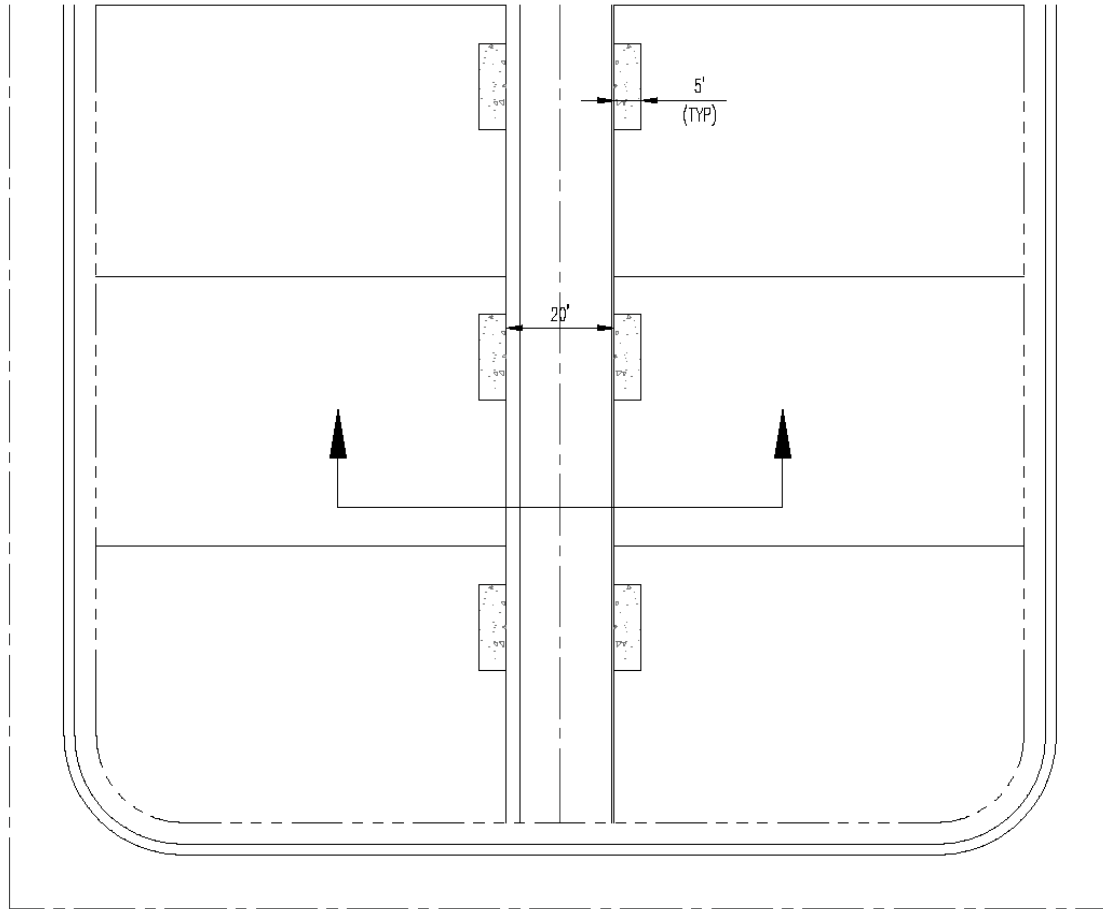
32' SHARED PRIVATE DRIVE DETAIL

NTS



7/5/2011

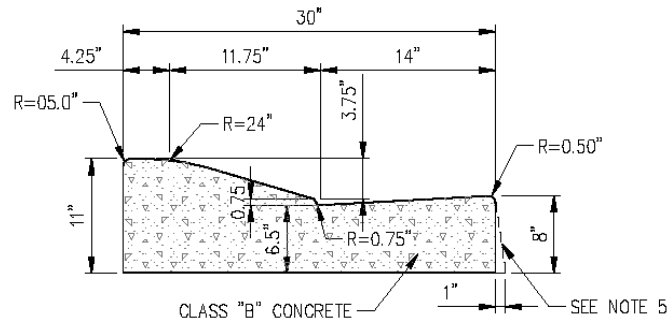
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20' PRIVATE ALLEY DRIVE DETAIL

NTS



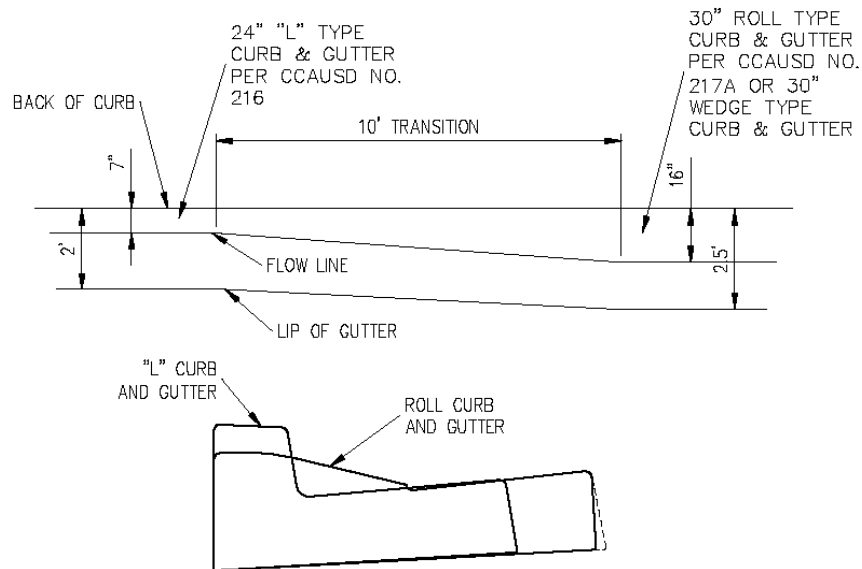


NOTES:

1. MODIFIED CCAUSD NO. 217A
2. ALL CURB FLOW LINES SHALL BE WATER TESTED. ANY CURB THAT DOES NOT FLOW SHALL BE REMOVED AND REPLACED AS DIRECTED BY CLARK COUNTY AT THE SOLE EXPENSE OF THE CONTRACTOR.

30" WEDGE TYPE CURB AND GUTTER

NTS



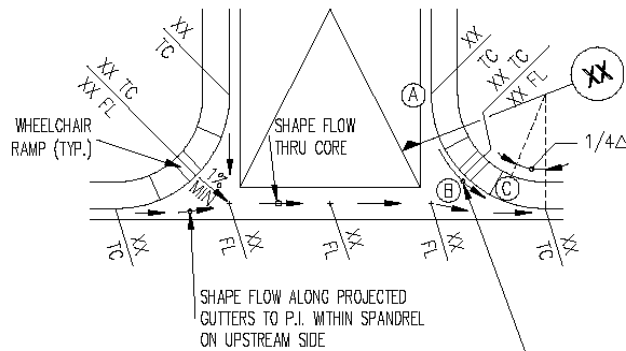
10' TRANSITION FROM 'L' CURB TO ROLL CURB

NTS



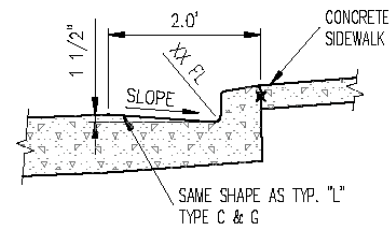
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NOTES:

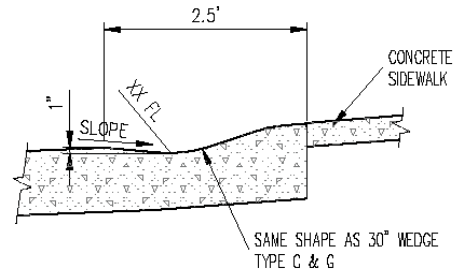
1. MODIFIED CCAUSD NO. 228
2. CROSS GUTTERS TO FLOW AT GRADES SHOWN ON DRAWINGS.
3. CONSTRUCTION STAKING TO BE PROVIDED AT ALL POINTS DESIGNATED BY XX SHOWN ON DETAIL ABOVE.
4. MAINTAIN SECTION "X" FROM POINT A TO POINT B, TRANSITION AREA FROM POINT B TO POINT C.



CASE I SECTION

SEE CCAUSD 228

XX



CASE II SECTION

SEE 30" WEDGE CURB DETAIL

XX

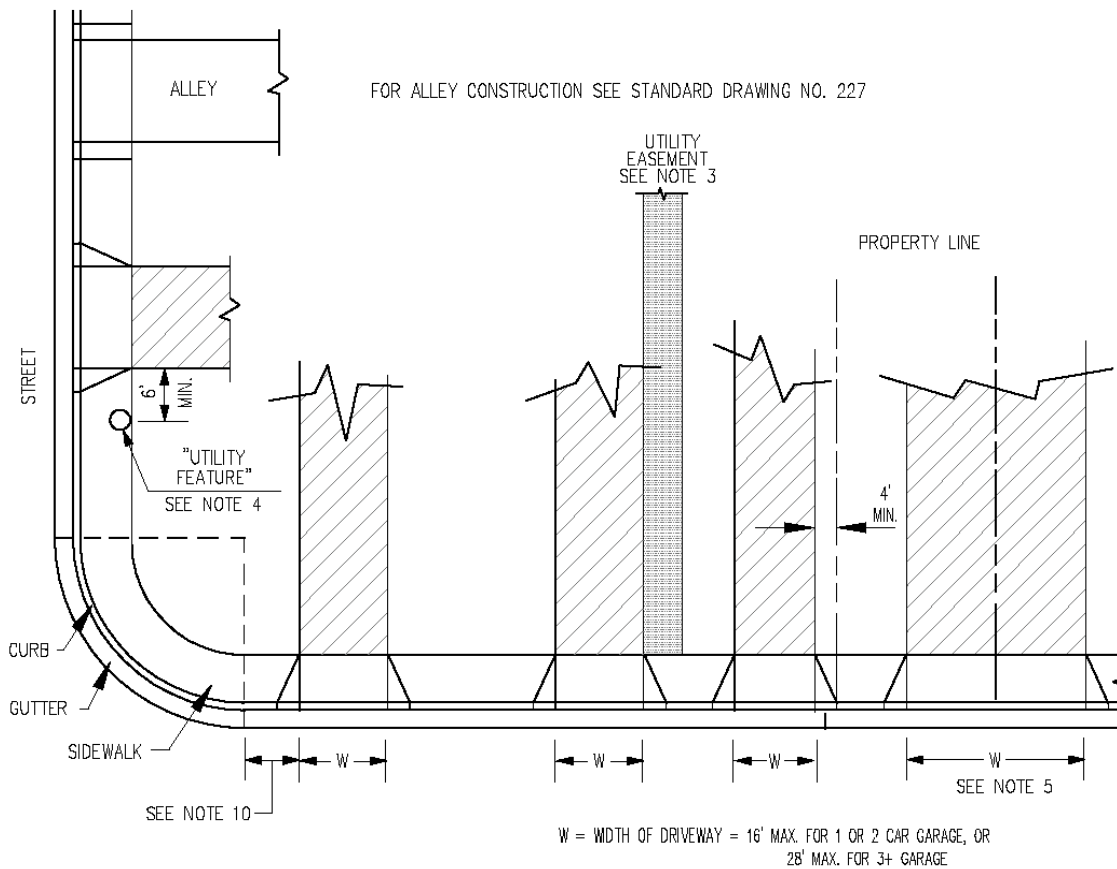
**TYPICAL CROSS GUTTER W/ 30" ROLL
TYPE CURB AND GUTTER DETAIL**

NTS



7/5/2011

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NOTES:

1. ALL RESIDENTIAL PROPERTIES MAY HAVE ONLY ONE CURB CUT EXCEPT CIRCULAR DRIVEWAYS AS SHOWN.
2. NO DRIVEWAY SHALL BE LOCATED WHOLLY OR PARTIALLY, ON OR OVER A UTILITY EASEMENT WHICH RUNS PERPENDICULAR TO THE CURB LINE.
3. NO DRIVEWAY SHALL BE LOCATED WITHIN 6 FEET OF A LIGHT POLE (UNLESS ACCEPTED BY THE ENTITY TRAFFIC ENGINEER), FIRE HYDRANT, MAIL BOX, ABOVE-GROUND ELECTRICAL TRANSFER BOX OR BLOCK WALL HIGHER THAN 2 FEET.
4. COMMON DRIVEWAY CONSTRUCTION MAY BE PERMITTED AT ANY TWO RESIDENTIAL PROPERTIES OF 60 FEET IN WIDTH OR LESS. THE WIDTH OF THE JOINT DRIVEWAY SHALL BE A MAXIMUM OF 24 FEET. A JOINT DRIVEWAY AGREEMENT SHALL BE REQUIRED.
5. GEOMETRICS APPLY TO NEW CONSTRUCTION ONLY, AND MAY VARY IN EXISTING SUBDIVISIONS SUBJECT TO APPROVAL OF THE ENGINEER.
6. MULTI-FAMILY RESIDENTIAL AND ALL NON-RESIDENTIAL DRIVEWAYS SHALL CONFORM TO THE COMMERCIAL DRIVEWAY STANDARDS.
7. ALL DRIVEWAY LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER.
8. FOR CURB DEPRESSION AND DRIVEWAY APRON DETAIL, SEE CCAUSD NO. 223.
9. 2.0' MINIMUM AT INTERNAL SUBDIVISION INTERSECTIONS FOR LOTS 40' WIDE OR LESS AND 6.0' MINIMUM AT SUBDIVISION ENTRANCE.
10. THE 4.0' DISTANCE FROM DRIVEWAY TO SIDE PROPERTY LINE SHOULD BE FOR LOTS 40' WIDE OR LESS AND ALL WIDER LOT PRODUCTS SHOULD HAVE THE STANDARD 6.0'.



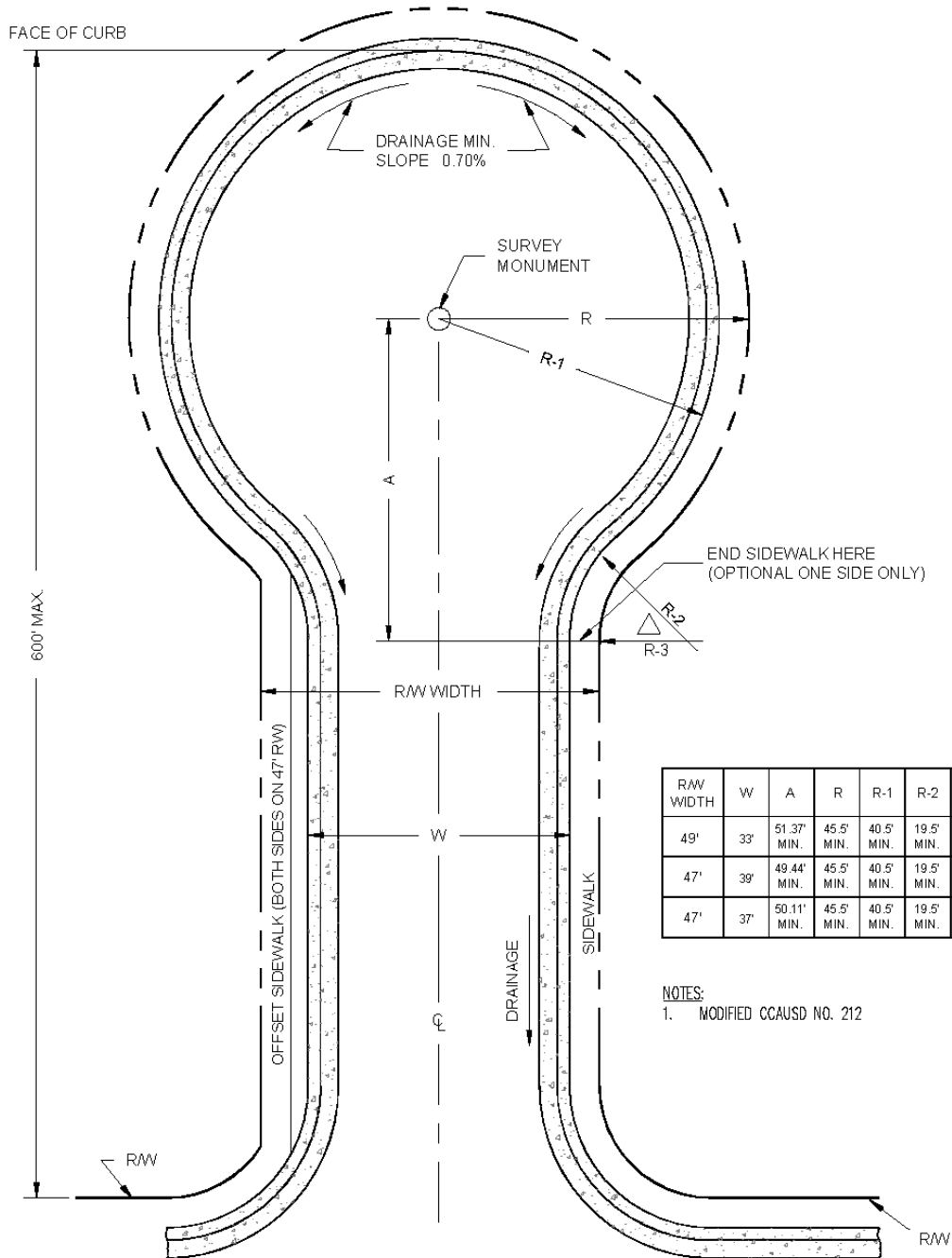
MODIFIED RESIDENTIAL DRIVEWAY GEOMETRICS

MODIFIED CCAUSD NO. 222 (INTERIOR STREETS ONLY)
NTS



7/5/2011

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R/W WIDTH	W	A	R	R-1	R-2	R-3
49'	33'	51.37' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.
47'	39'	49.44' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.
47'	37'	50.11' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.

NOTES:

1. MODIFIED CCAUSD NO. 212

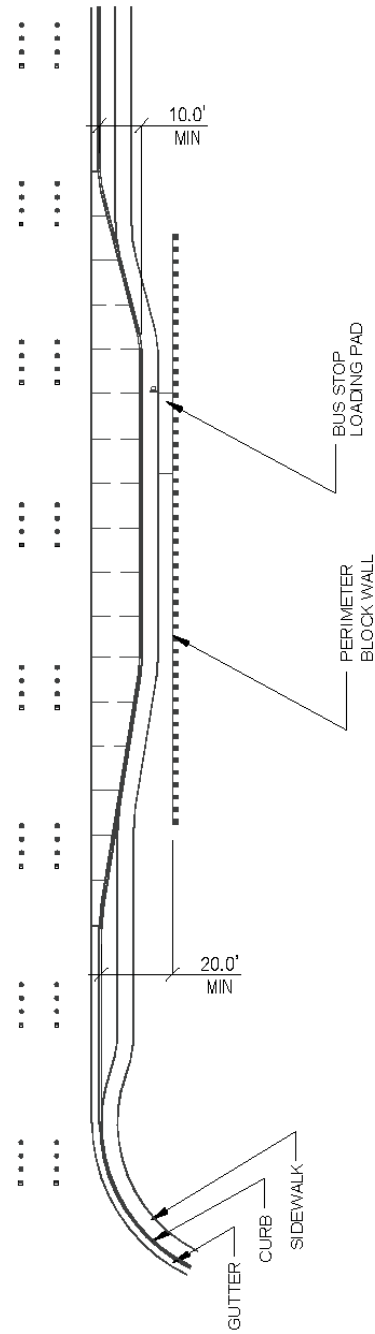
CUL-DE-SAC (ALTERNATE)

NTS



7/5/2011

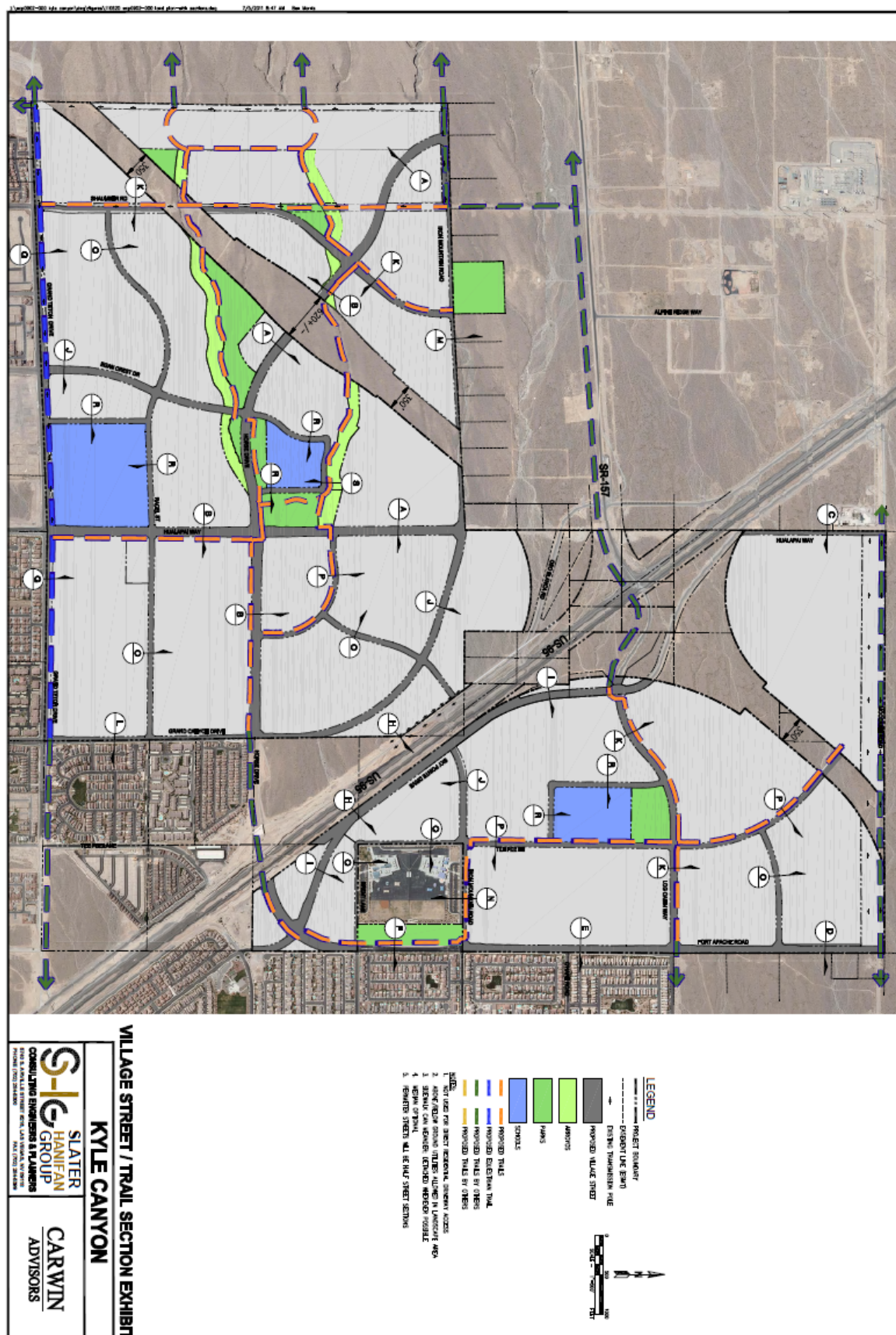
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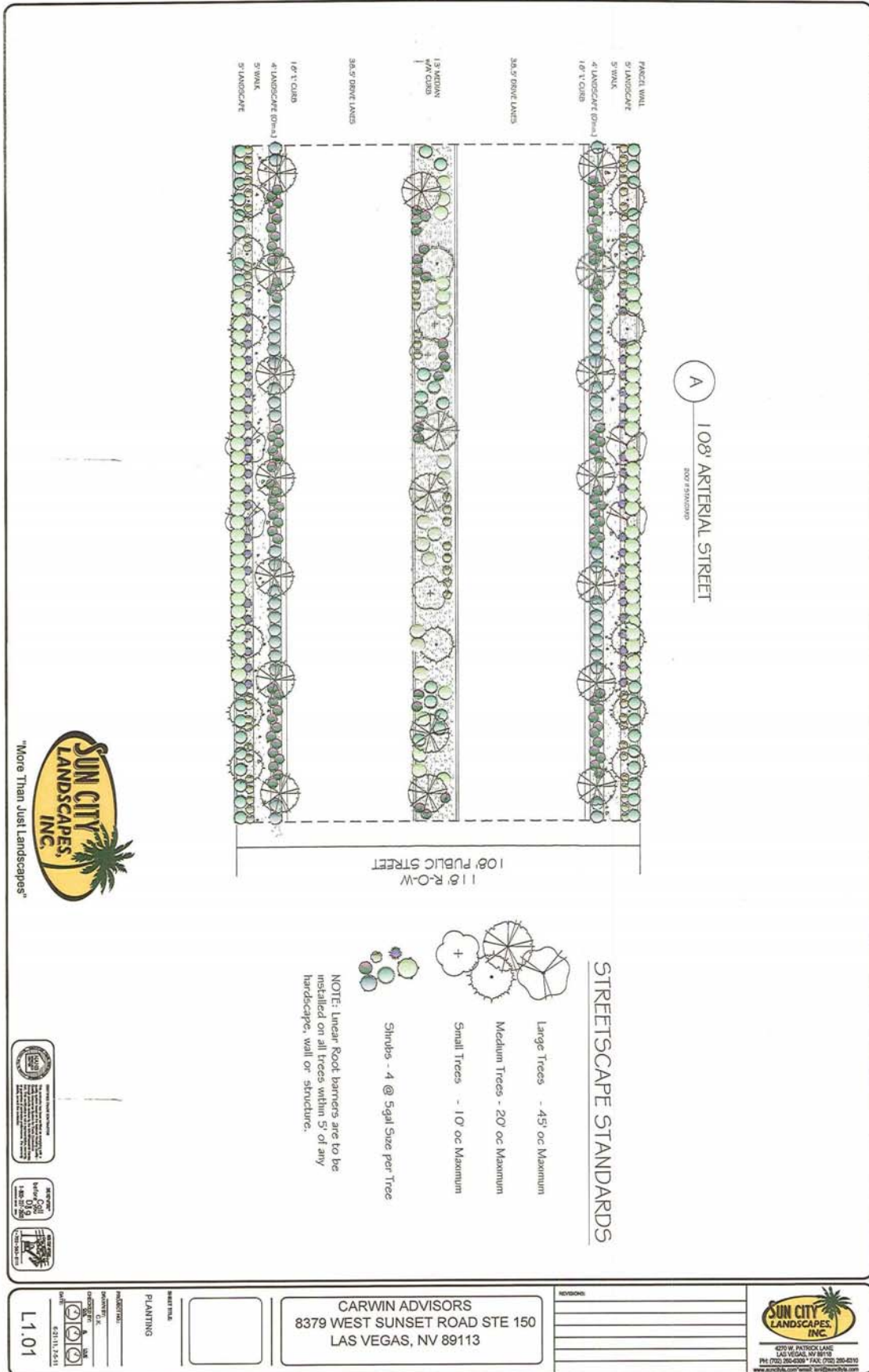
LANDSCAPE BUFFER ALONG BUS TURN-OUT

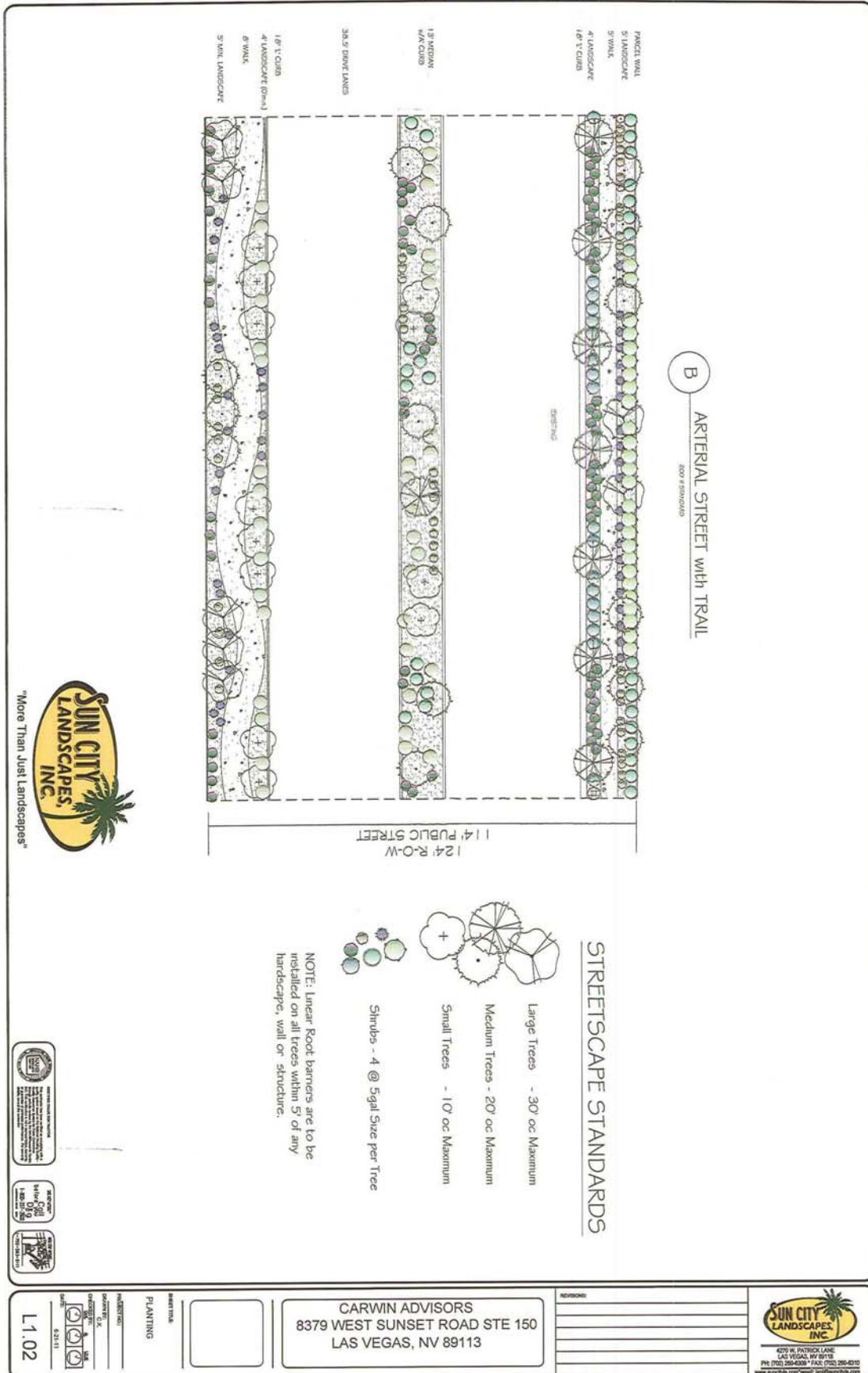
MODIFIED CCAUSD NO. 234.1
NTS

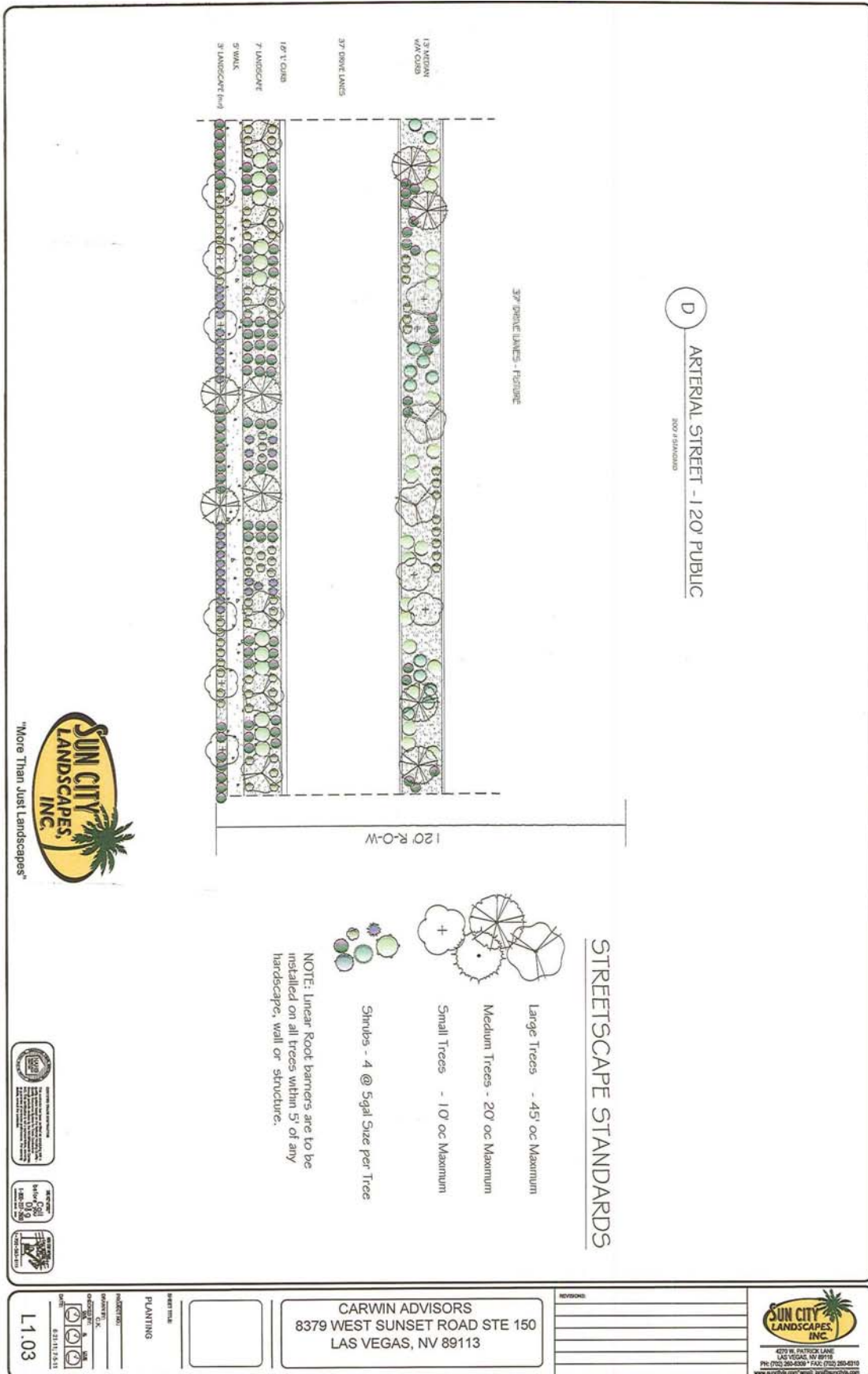


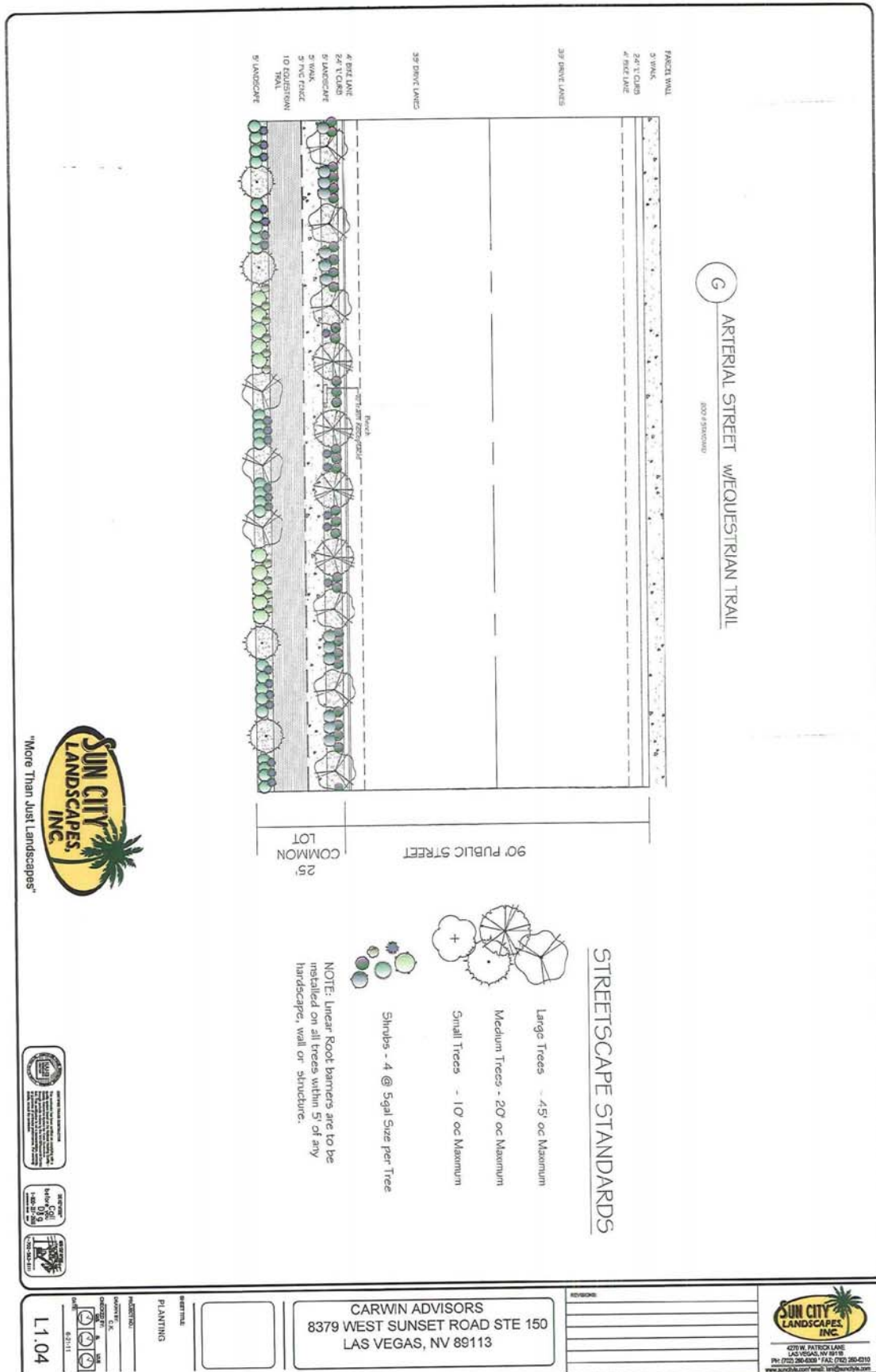


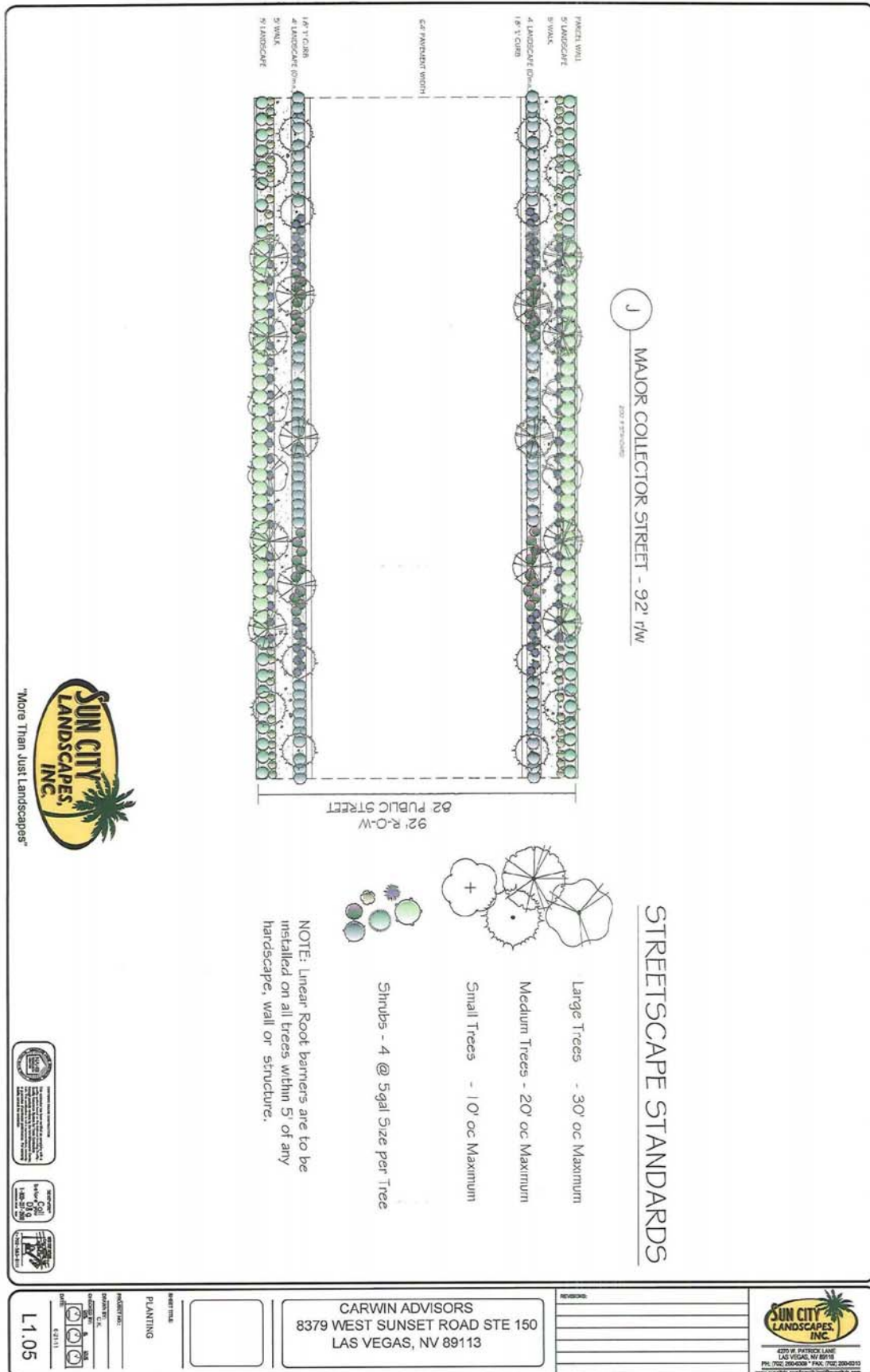


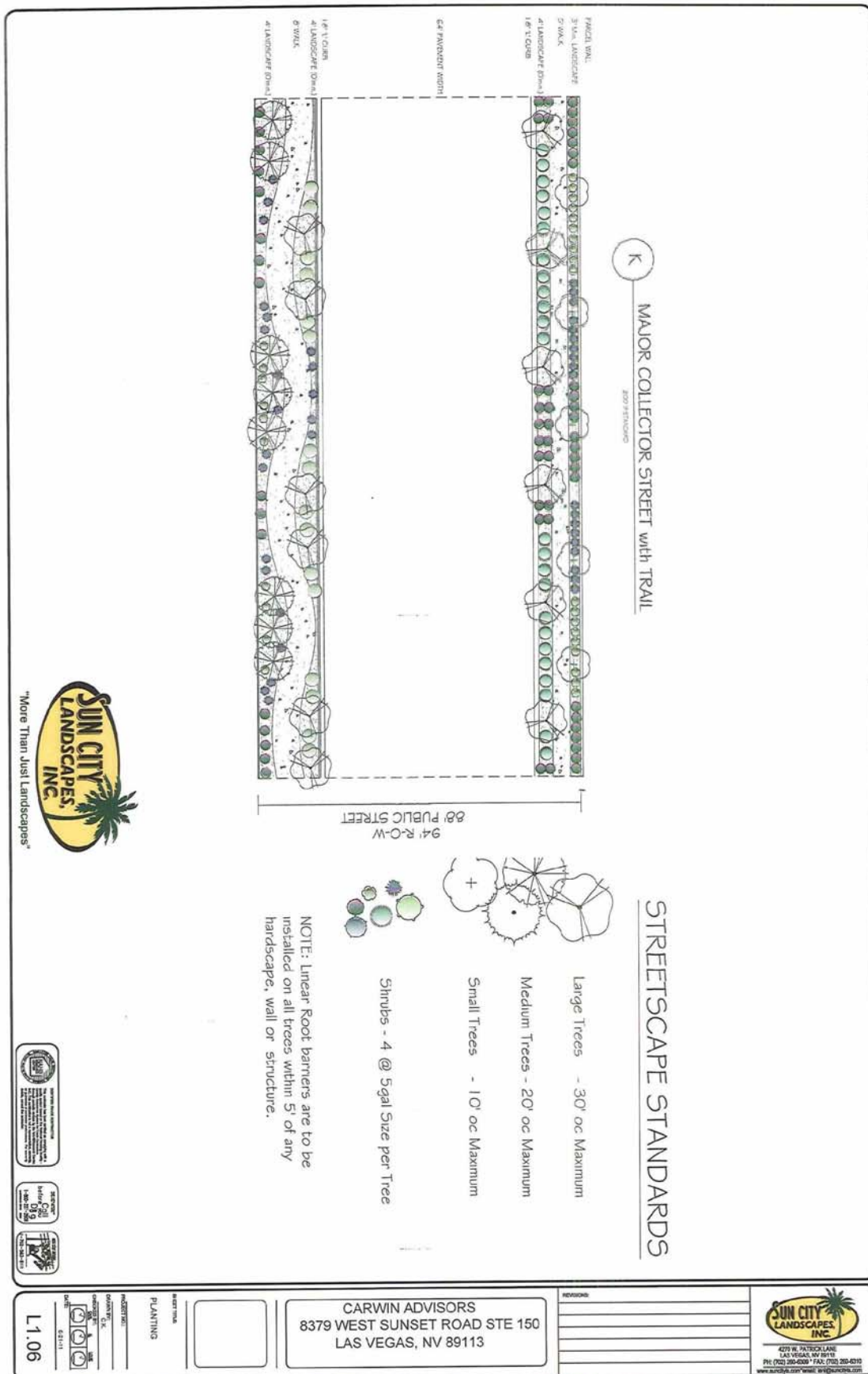


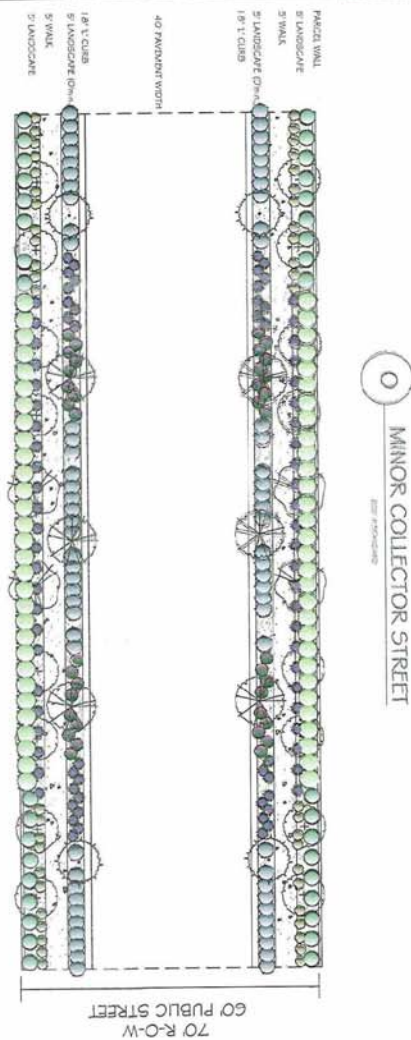




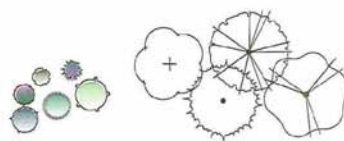








STREETSCAPE STANDARDS



Large Trees - 30' or Maximum

Medium Trees - 20' oc Maximum

Small Trees - 10' or Maximum

Shrubs - 4 @ 5 gal Size per Tree

NOTE: Linear Root barriers are to be installed on all trees within 5' of any hardscape, wall or structure.



L1.07

PROJECT NO.:
DRAWING BY:
C.K.
CHECKED BY:
DATE: 6.21.11

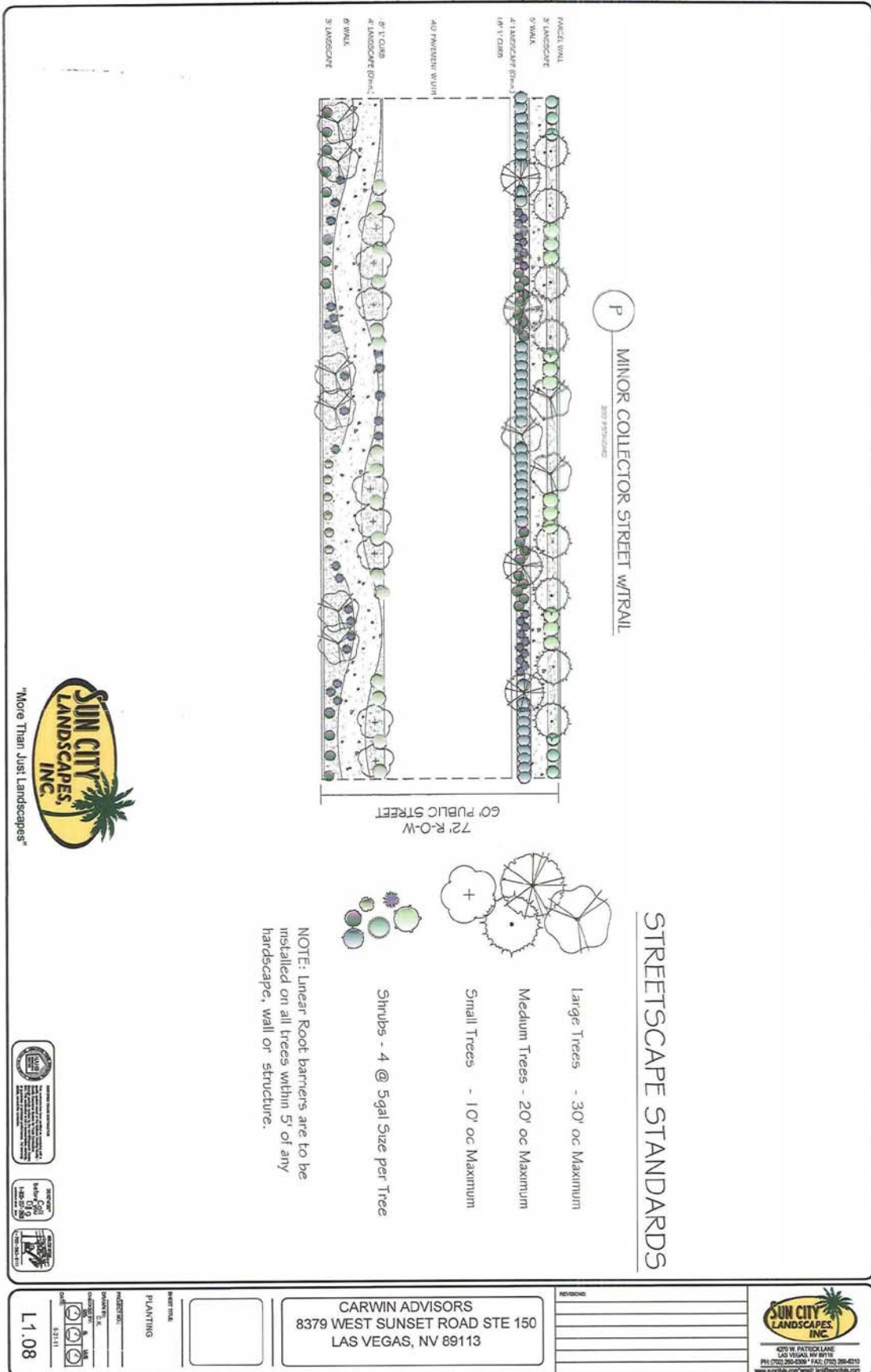
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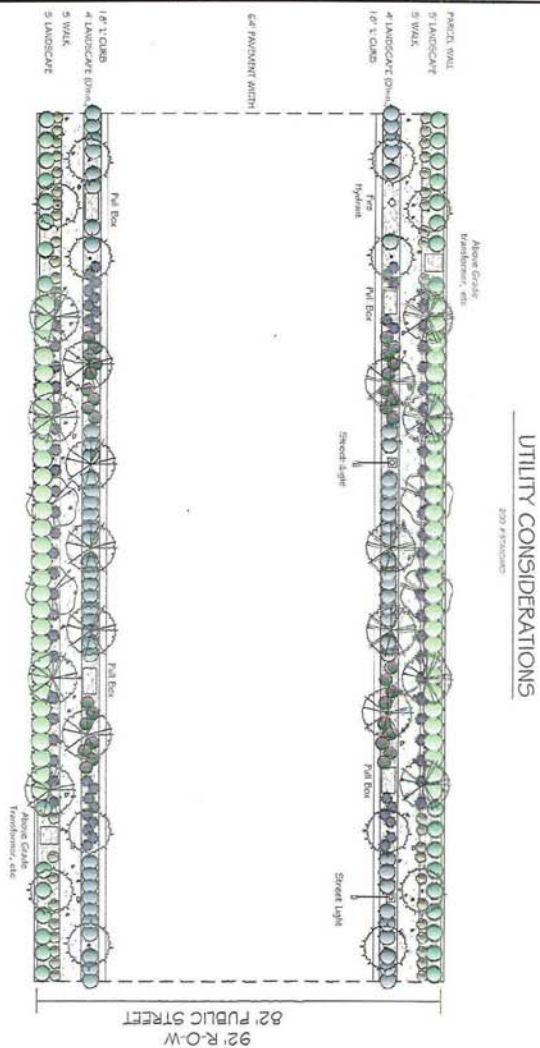
PLANTING

CARWIN ADVISORS
8379 WEST SUNSET ROAD STE 150
LAS VEGAS, NV 89113

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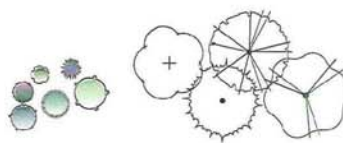






UTILITY CONSIDERATIONS

STREETSCAPE STANDARDS



Large Trees - 30' or Maximum

Medium Trees - 20' oc Maximum

Small Trees - 10' or Maximum

Shrubs - 4 @ 5gal Size per Tree

NOTE: Linear Root barriers are to be installed on all trees within 5' of any hardscape, wall or structure.



L1.09

CARWIN ADVISORS
8379 WEST SUNSET ROAD STE 150
LAS VEGAS, NV 89113

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Appendix A – Plant List

Botanical Name	Common Name
Trees	
<i>Acacia aneura</i>	Mulga Acacia
<i>Acacia constricta</i>	White Thorn Acacia
<i>Acacia farnesiana</i> (=A. <i>smallii</i>)	Sweet Acacia
<i>Acacia greggii</i>	Cat's Claw Acacia
<i>Acacia pendula</i>	Weeping Acacia
<i>Acacia salicina</i>	Willow Acacia
<i>Acacia schaffneri</i>	Twisted Acacia
<i>Acacia stenophylla</i>	Shoestring Acacia
<i>Arbutus unedo</i>	Strawberry Tree
<i>Bismarckia nobilis</i>	Bismarck Palm
<i>Brachychiton populneus</i>	Bottle Tree
<i>Brahea armata</i>	Mexican Blue Palm
<i>Butia capitata</i>	Pindo Palm
<i>Cedrus atlantica</i> 'glauca'	Blue Atlas Cedar
<i>Cedrus deodora</i>	Deodar Cedar
<i>Celtis occidentalis</i>	Common Hackberry
<i>Celtis reticulata</i>	Netleaf Hackberry
<i>Ceratonia siliqua</i>	Carob Tree
<i>Cercis canadensis</i>	Eastern Redbud
<i>Cercis occidentalis</i>	Western Redbud
<i>Chamaerops humilis</i>	Mediterranean Fan Palm
<i>Chilopsis linearis</i> + hybrids	Desert Willow
x <i>Chitalpa tashkentensis</i>	Chitalpa
<i>Cordia boissieri</i>	Texas Olive
<i>Cotinus coggygria</i>	Smoke Tree
<i>Cupressus glabra</i>	Arizona Cypress
<i>Cupressus sempervirens</i>	Italian Cypress
<i>Ebenopsis ebano</i> (=Pithecellobium)	Texas Ebony
<i>Elaeocarpus decipiens</i>	Japanese Blueberry
<i>Eriobotrya japonica</i>	Loquat
<i>Eucalyptus microtheca</i>	Coolibah Tree
<i>Eucalyptus polyanthemos</i>	Silver Dollar Gum
<i>Eucalyptus</i> species	Eucalyptus/Gum Tree
<i>Eysenhardtia orthocarpa</i>	Kidneywood
<i>Fraxinus greggii</i>	Littleleaf Ash
<i>Fraxinus oxycarpa</i> 'Raywood'	Raywood Ash
<i>Fraxinus velutina</i>	Arizona Ash
<i>F. v. glabra</i>	Modesto Ash
<i>F. v. 'Rio Grande,' 'Fan-Tex'</i>	Fan-Tex/Rio Grande Ash
<i>Geijera parviflora</i>	Australian Willow
<i>Gleditsia triacanthos</i> cultivars	Honey Locust
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree

Botanical Name	Common Name
Trees	
<i>Koelreuteria paniculata</i>	Goldenrain Tree
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Laurus nobilis</i>	Bay Laurel
<i>Leucaena retusa</i>	Golden Ball Lead Tree
<i>Olea europaea</i> 'Swan Hill,' 'Wilson'	Swan Hill or Wilson Olive
<i>Parkinsonia aculeata</i>	Mexican Palo Verde
<i>Parkinsonia florida</i>	Blue Palo Verde
<i>Parkinsonia microphylla</i>	Foothills Palo Verde
<i>Parkinsonia</i> x 'Desert Museum'	Desert Museum Palo Verde
<i>Parkinsonia</i> x 'Sonoran Emerald'	Sonoran Emerald Palo Verde
<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Phoenix dactylifera</i>	Date Palm
<i>Pinus eldarica</i>	Mondell/Afghan Pine
<i>Pinus halepensis</i>	Aleppo Pine
<i>Pinus pinea</i>	Stone Pine
<i>Pinus roxburghii</i>	Chir Pine
<i>Pistachia chinensis</i>	Chinese Pistache
<i>Pistachia chinensis</i> 'Red Push'	Red Push Pistache
<i>Pistachia lentiscus</i>	Mastic Tree
<i>Pittoposrum angustifolium</i> (= <i>P. phylliraeoides</i>)	Willow Pittosporum
<i>Platanus acerifolia</i>	London Plane Tree, Sycamore
<i>Platanus mexicanum</i>	Mexican Sycamore
<i>Platanus wrightii</i>	Arizona Sycamore
<i>Podocarpus macrophyllus</i>	Yew Pine
<i>Prosopis alba</i>	Argentine Mesquite
var. 'Colorado'	Colorado Mesquite
var. 'Cooperi'	Thornless Argentine Mesquite
<i>Prosopis chilensis</i>	Chilean Mesquite
var. 'Thornless' or 'Arizona'	Thornless Chilean Mesquite
<i>Prosopis glandulosa glandulosa</i>	Texas Honey Mesquite
var. 'Maverick'	Thornless Honey Mesquite
<i>Prosopis glandulosa torreyana</i>	Western Honey Mesquite
<i>Prosopis pubescens</i>	Screwbean Mesquite
<i>Prosopis velutina</i> (= <i>juliflora</i>)	Native/Velvet Mesquite
<i>Prosopis</i> x 'Phoenix'	Thornless Hybrid Mesquite
<i>Prosopis</i> x 'Rio Salado'	Thornless Hybrid Mesquite
<i>Pyrus calleryana</i>	Ornamental Pear
<i>Pyrus calleryana</i> 'Bradford'	Bradford Pear
<i>Quercus buckleyi</i>	Texas Red Oak
<i>Quercus buckleyi</i> 'Red Rock'	Red Rock Oak
<i>Quercus fusiformis</i>	Escarpment Oak
<i>Quercus ilex</i>	Holly Oak
<i>Quercus lobata</i>	Valley Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muhlenbergia</i>	Chinquapin Oak

Botanical Name	Common Name
Trees	
<i>Quercus shumardii</i>	Shumard Oak
<i>Quercus suber</i>	Cork Oak
<i>Quercus virginiana</i>	Southern Live Oak
Q. v. 'Cathedral'	Cathedral Live Oak
Q. v. 'Heritage'	Heritage Live Oak
Q. v. 'High Rise'	High Rise Live Oak
<i>Rhus lancea</i>	African Sumac
<i>Rhus lanceolata</i>	Prairie/Flameleaf Sumac
<i>Robinia pseudoacacia</i>	Black Locust
<i>Robinia x ambigua</i>	Idaho Locust
<i>Robinia x ambigua</i> 'Purple Robe'	Purple Robe Locust
<i>Sambucus nigra</i> ssp. <i>cerulea</i>	Blue Elderberry
<i>Schinus molle</i>	California Pepper Tree
<i>Sophora japonica</i>	Japanese Pagoda Tree
<i>Sophora secundiflora</i>	Texas Mountain Laurel
S.s. v. 'Silver Peso' & 'Sierra Silver'	Silver Mountain Laurel
<i>Trachycarpus fortunei</i>	Windmill Palm
<i>Ulmus parvifolia</i>	Lacebark Elm
<i>Ungnadia speciosa</i>	Mexican Buckeye
<i>Vitex agnus-castus</i>	Chaste Tree
<i>Washingtonia filifera</i>	California Fan Palm
<i>Washingtonia robusta</i>	Mexican Fan Palm
<i>Xylosma congestum</i>	Xylosma
<i>Zelkova serrata</i>	Japanese/Sawleaf Zelkova
<i>Ziziphus jujuba</i>	Chinese Date/Jujube
LIMITED USE AND FRUIT TREES (NOT APPROPRIATE IN ALL LOCATIONS)	
<i>Albizia julibrissin</i>	Mimosa/Silk Tree
<i>Cinnamomum camphora</i>	Camphor Tree
<i>Citrus</i> sp.	Citrus Tree
<i>Ficus carica</i>	Fig Tree
<i>Ligustrum japonicum</i>	Waxleaf/Japanese Privet
<i>Ligustrum lucidum</i>	Glossy Privet
<i>Lysiloma watsonii</i>	Fern of the Desert
<i>Magnolia grandiflora</i> 'Little Gem'	Southern/Little Gem Magnolia
<i>Malus</i> sp.	Apple Tree
<i>Paulownia tomentosa</i>	Sapphire Dragon Tree
<i>Pinus thunbergiana</i>	Japanese Black Pine
<i>Prunus</i> sp. (dwarf)	Dwarf Fruit Trees
<i>Prunus caroliniana</i>	Carolina Laurel Cherry
<i>Prunus cerasifera</i>	Purple Leaf Plum
<i>Prunus dulcis</i>	Almond Tree
<i>Prunus mume</i>	Japanese Flowering Apricot
<i>Punica</i> sp.	Pomegranate

Botanical Name	Common Name
Shrubs	
<i>Abelia x grandiflora</i>	Glossy Abelia
<i>Abutilon palmeri</i>	Velvet-leaf Mallow, Superstition Mallow
<i>Acacia berlandieri</i>	Berlandier Acacia, Guajillo
<i>Acacia craspedocarpa</i>	Leatherleaf Acacia, Waxleaf A.
<i>Acacia cultriformis</i>	Knifeleaf Acacia, Knife Acacia
<i>Acacia redolens</i>	Creeping Acacia, Prostrate Acacia
<i>Acacia rigidula</i>	Blackbrush Acacia
<i>Alyogne huegelii</i>	Blue Hibiscus
<i>Ambrosia dumosa</i>	White Bursage, Burrobush
<i>Ambrosia eriocentra</i>	Wooly Bursage
<i>Anisacanthus quadrifidus-wrightii</i> 'Mexican Flame'	Mexican Flame
<i>Anisodonteia hypomandarum</i>	Pink Desert Hibiscus, African Mallow
<i>Artemisia filifolia</i>	Sand Sage
<i>Artemisia tridentata</i>	Big Sage Brush
<i>Asclepias subulata</i>	Desert Milkweed
<i>Atriplex canescens</i>	Four-Wing Saltbush
<i>Atriplex confertifolia</i>	Shadscale
<i>Atriplex hymenelytra</i>	Saltbush, Desert Holly
<i>Atriplex lentiformis</i>	Quailbush, Big Saltbush
<i>Atriplex lentiformis breweri</i>	Brewer's Saltbush, Quail Bush
<i>Atriplex polycarpa</i>	Desert Saltbush
<i>Baccharis sarothroides</i>	Desert Broom, Coyote Bush
<i>Baccharis x 'Centennial'</i> (female hybrid)	Centennial Broom
<i>Baccharis x 'Starn'</i> (male hybrid)	Thompson Broom
<i>Bebbia juncea</i>	Sweet Bush
<i>Berberis fremontii</i>	Fremont's Barberry
<i>Berberis thunbergii</i>	Japanese Barberry
<i>Buddleja davidii</i>	Butterfly Bush
<i>Buddleja marrubifolia</i>	Wooly Butterfly Bush
<i>Buddleja utahensis</i>	Utah Butterfly Bush
<i>Buxus microphylla</i> 'Japonica'	Japanese Boxwood
<i>Caesalpinia gilliesii</i>	Yellow Bird of Paradise
<i>Caesalpinia mexicana</i>	Mexican Bird of Paradise
<i>Caesalpinia pulcherrima</i>	Red Bird of Paradise
<i>Calliandra californica</i>	Baja Fairy Duster
<i>Calliandra eriophylla</i>	Pink Fairy Duster
<i>Callistemon citrinus</i>	Bottlebrush, Lemon Bottlebrush
<i>Callistemon citrinus</i> 'Nana'	Dwarf Bottlebrush
<i>Caryopteris x clandonensis</i> 'Dark Knight'	Blue Mist Spirea
<i>Chamaebatiaria millefolium</i>	Fern Bush, Desert Sweet
<i>Chrysactinia mexicana</i>	Damianta

Botanical Name	Common Name
Shrubs	
<i>Chrysothamnus viscidiflorus</i>	Yellow Rabbit Brush, Green Rabbit Brush
<i>Cistus hybridus</i>	White Rockrose
<i>Cistus purpureus</i>	Purple Rock Rose, Orchid Rockrose
<i>Coleogyne ramosissima</i>	Blackbrush
<i>Cordia parvifolia</i>	Little Leaf Cordia
<i>Cotoneaster congestus</i>	Pyrenees Cotoneaster
<i>Cotoneaster glaucophyllus</i>	Gray-Leaf Cotoneaster
<i>Cotoneaster lacteus</i>	Red Clusterberry
<i>Cotoneaster microphyllus</i>	Rockspray
<i>Dalea bicolor</i> 'argyrea'	Silver Dalea
<i>Dalea frutescens</i>	Black Dalea
<i>Dalea pulchra</i>	Pink Indigo Bush
<i>Dodonaea viscosa</i>	Purple Hopseed Bush
<i>Duranta erecta</i> 'Sweet Memory'	Golden Dewdrop, Sky Flower
<i>Elaeagnus pungens</i>	Silverberry
<i>Elaeagnus x ebbingei</i>	Ebbing's Silverberry
<i>Encelia farinosa</i>	Brittlebush
<i>Encelia virginensis</i>	Virgin River Brittlebush
<i>Ephedra nevadensis</i>	Nevada Jointfir, Nevada Mormon Tea
<i>Ephedra viridis</i>	Mormon Tea
<i>Eremophila decipiens</i>	Slender Fuchsia
<i>Eremophila laanii</i> 'Pink Beauty'	Pink Beauty Emu Bush
<i>Eremophila glabra</i> 'Murchinson River'	Fire and Ice Emu Bush
<i>Eremophila maculata</i>	Spotted Emu Bush
<i>Eremophila maculata</i> 'Valentine'	Valentine Emu Bush
<i>Eremophila maculata</i> 'Winter Gold'	Winter Gold Emu Bush
<i>Eremophila racemosa</i>	Easter Egg Eremophila
<i>Eremophila</i> x 'Summertime Blue' (<i>polyclada</i> x <i>divaricata</i>)	Summertime Blue Emu Bush
<i>Eremophila</i> sp.	Eremophila, Emu Bush
<i>Ericameria cuneata</i>	Cliff Goldenbush
<i>Ericameria laricifolia</i>	Turpentine Bush
<i>Eriodictyon angustifolium</i>	Yerba Santa
<i>Eriogonum corymbosum</i> var. <i>nilesii</i>	Las Vegas Valley Buckwheat
<i>Eriogonum fasciculatum</i>	Wild Buckwheat, California Buckwheat
<i>Eriogonum</i> sp.	Buckwheat
<i>Euonymus japonica</i>	Evergreen Euonymus
<i>Euonymus japonica</i> 'Aureo-Variegata'	Gold Spot Euonymus
<i>Euonymus japonica</i> 'Microphylla'	Box-leaf Euonymus
<i>Euonymus japonica</i> 'Silver King'	Silver King Euonymus
<i>Fallugia paradoxa</i>	Apache Plume

Botanical Name	Common Name
Shrubs	
<i>Feijoa sellowiana</i>	Pineapple Guava
<i>Forestiera pubescens (neomexicana)</i>	Desert Olive, New Mexico Privet
<i>Fraxinus greggii</i>	Little Leaf Ash
<i>Genista tinctoria</i>	Dyer's Greenwood
<i>Gutierrezia sarothrae</i>	Snakeweed
<i>Juniperus chinensis</i> 'Blue Point'	Blue Point Juniper
<i>Juniperus chinensis</i> 'Spartan'	Spartan Chinese Juniper
<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper
<i>Juniperus chinensis</i> 'Torulosa'	Hollywood Twisted Juniper
<i>Juniperus sabina</i> 'Tamariscifolia'	Tam Juniper
<i>Juniperus scopulorum</i> 'Gray Gleam'	Gray Gleam Juniper
<i>Juniperus</i> sp.	Juniper
<i>Justicia californica</i>	California Justicia, Chuparosa
<i>Justicia candicans</i>	Red Justicia
<i>Justicia spicigera</i>	Mexican Honeysuckle
<i>Keckellia antirrhinoides</i>	Yellow Snapdragon Bush
<i>Krascheninnikovia lanata</i>	Winterfat
<i>Lantana camara</i>	Bush Lantana
<i>Lantana camara</i> 'Radiation'	Radiation Lantana
<i>Larrea tridentata</i>	Creosote Bush
<i>Leucophyllum candidum</i> 'Silver Cloud'	Silver Cloud Texas Ranger
<i>Leucophyllum candidum</i> 'Thunder Cloud'	Thunder Cloud Texas Ranger
<i>Leucophyllum frutescens</i>	Texas Ranger, Texas Sage, Cenizo
<i>Leucophyllum frutescens</i> 'Compacta'	Compact Texas Ranger
<i>Leucophyllum frutescens</i> 'Green Cloud'	Green Cloud Texas Ranger
<i>Leucophyllum frutescens</i> 'White Cloud'	White Cloud Texas Ranger
<i>Leucophyllum langmaniae</i> 'Lynn's Legacy'	Lynn's Legacy Texas Ranger
<i>Leucophyllum langmaniae</i> 'Rio Bravo'	Rio Bravo Texas Ranger
<i>Leucophyllum laevigatum</i>	Chihuahuan Sage
<i>Leucophyllum pruinum</i> 'Sierra Bouquet'	Sierra Bouquet Texas Ranger
<i>Leucophyllum revolutum</i> 'Houdini'	Houdini Texas Ranger
<i>Leucophyllum zygophyllum</i> 'Cimarron'	Blue Texas Ranger, Cimarron Ranger
<i>Leucophyllum</i> x 'Rain Cloud'	Rain Cloud Texas Ranger
<i>Lycium andersonii</i>	Wolf Berry
<i>Lycium cooperi</i>	Cooper's Wolfberry
<i>Lycium pallidum</i> var. <i>oligospermum</i>	Pale Wolfberry
<i>Malpighia glabra</i> 'Mariquita'	Barbados Cherry
<i>Myrtus communis</i>	Classic Myrtle
<i>Myrtus communis boetica</i>	Twisted Myrtle
<i>Myrtus communis</i> 'Compacta'	Compact Myrtle
<i>Nerium oleander</i>	Oleander

Botanical Name	Common Name
Shrubs	
<i>Nerium oleander</i> 'Petite'	Dwarf Oleander
<i>Phlomis fruticosa</i>	Shrubby Jerusalem Sage
<i>Phlomis lanata</i>	Jerusalem Sage
<i>Plumbago auriculata</i>	Cape Plumbago
<i>Poliomintha maderensis</i>	Lavender Spice, Mexican Oregano
<i>Prunus fasciculata</i>	Desert Almond
<i>Psoralea fremontii</i>	Indigo Bush
<i>Psoralea polydenius</i>	Nevada Smokebush
<i>Punica granatum</i> 'Nana'	Dwarf Pomegranate
<i>Purshia mexicana</i>	Mexican Cliffrose
<i>Purshia stansburiana</i> (=Cowania)	Cliff Rose
<i>Pyracantha</i> sp.	Pyracantha, Firethorn
<i>Quercus turbinella</i>	Scrub Live Oak
<i>Rhus microphylla</i>	Littleleaf Sumac
<i>Rhus ovata</i>	Sugar Bush
<i>Rhus trilobata</i>	Squaw Bush / Skunk Bush
<i>Rhus virens</i>	Evergreen Sumac
<i>Romneya coulteri</i>	Matilija Poppy, Fried Egg Poppy
<i>Rosa</i> sp.	Rose
<i>Rosa woodsii</i>	Woods' Rose
<i>Rosmarinus officinalis</i>	Rosemary
<i>Ruellia peninsularis</i>	Desert Ruellia
<i>Russelia equisetiformis</i>	Coral Fountain
<i>Salazaria mexicana</i>	Bladdersage
<i>Salvia chamaedryoides</i>	Mexican Blue Sage
<i>Salvia clevelandii</i>	Chaparral Sage
<i>Salvia coccinea</i>	Scarlet Sage
<i>Salvia dorrii</i>	Purple Sage, Desert Sage
<i>Salvia greggii</i>	Autumn Sage
<i>Salvia leucantha</i>	Mexican Bush Sage
<i>Salvia microphylla</i> 'Sierra Madre'	Sierra Madre Sage
<i>Salvia mohavensis</i>	Mojave Sage
<i>Salvia</i> sp.	Sage
<i>Sambucus mexicana</i>	Mexican Elderberry
<i>Santolina chamaecyparissus</i>	Lavender Cotton, Gray Santolina
<i>Santolina rosmarinifolia</i> (=S. virens)	Green Lavender Cotton, Green Santolina
<i>Senna armata</i> (=Cassia)	Spiny Senna
<i>Senna artemisioides</i> (=Cassia)	Feathery Senna, Feathery Cassia
<i>Senna lindheimeriana</i> (=Cassia)	Velvet-leaf Senna
<i>Senna nemophila</i> (=Cassia)	Desert Senna, Desert Cassia
<i>Senna phyllodinea</i> (=Cassia)	Silvery Senna, Silver Leaf Cassia

Botanical Name	Common Name
Shrubs	
<i>Senna wislizenii</i> (=Cassia)	Shrubby Senna, Shrubby Cassia
<i>Simmondsia chinensis</i>	Jojoba
<i>Simmondsia chinensis</i> 'Vista'	Compact Jojoba
<i>Sophora arizonica</i>	Arizona Mescal Bean
<i>Tecoma stans</i>	Yellow Trumpet Flower, Yellow Bells
<i>Tecoma</i> x 'Orange Jubilee'	'Orange Jubilee' Tecoma, Orange Bells
<i>Tecoma</i> x 'Sunrise' TM	'Sunrise' Tecoma
<i>Teucrium chamaedrys</i>	Germander
<i>Thamnosma montana</i>	Turpentine Broom
<i>Vauquelinia californica</i>	Arizona Rosewood
<i>Vauquelinia corymbosa</i> var. <i>heterodon</i>	Narrowleaf Rosewood
<i>Wedelia texana</i> 'Devil's River' (= <i>Zexmenia hispida</i>)	Devil's River, Orange Daisy
<i>Xylosma congestum</i>	Xylosma
<i>Xylosma congestum</i> 'Compacta'	Dwarf Xylosma
<i>Ziziphus obtusifolia</i>	Greythorn

Botanical Name	Common Name
Groundcovers	
<i>Abronia villosa</i>	Desert Sand Verbena
<i>Acacia redolens</i> 'Desert Carpet'	Desert Carpet Creeping Acacia
<i>Acalypha monostachys</i>	Raspberry Fuzzies
<i>Aptenia cordifolia</i>	Hearts and Flowers, Red Apple Ice Plant
<i>Asteriscus maritimus</i>	Gold Coin Daisy
<i>Baccharis pilularis</i> 'Pigeon Point'	Dwarf Coyote Brush
<i>Berberis repens</i> = <i>Mahonia repens</i>	Creeping Oregon Grape
<i>Calylophus hartwegii</i>	Sierra Sundrop
<i>Cephalophyllum speciosum</i> 'Red Spike'	Red Spike Iceplant
<i>Cerastium tomentosum</i>	Snow-in-Summer
<i>Conoclinium greggii</i> 'Boothill' (= <i>Eupatorium</i>)	Boothill Eupatorium
<i>Convolvulus cneorum</i>	Bush Morning Glory
<i>Convolvulus mauritanicus</i>	Ground Morning Glory
<i>Cotoneaster horizontalis</i>	Rock Cotoneaster
<i>Dalea capitata</i> 'Sierra Gold'	Sierra Gold Dalea
<i>Dalea greggii</i>	Prostrate Indigo Bush
<i>Dichondra argentea</i> 'Silver Falls'	Silver Dichondra, Kidneyweed
<i>Dichondra micrantha</i>	Green Dichondra
<i>Drosanthemum cooperi</i>	Purple Iceplant
<i>Euonymus fortunei</i> 'Coloratus'	Purple-leaf Wintercreeper
<i>Euphorbia rigida</i>	Spurge, Gopher Plant

Botanical Name	Common Name
Groundcovers	
<i>Gazania rigens</i>	Gazania, Treasure Flower
<i>Glandularia gooddingii</i> (=Verbena)	Goodding Verbena
<i>Glandularia peruviana</i> (=Verbena)	Peruvian Verbena
<i>Glandularia pulchella</i> (= Verbena)	Moss Verbena
<i>Glandularia tenera</i> (=Verbena)	Rock Verbena
<i>Juniperus chinensis procumbens</i>	Japanese Garden Juniper
<i>Juniperus conferta</i>	Shore Juniper
<i>Juniperus horizontalis</i> 'Prince of Wales'	Prince of Wales Juniper
<i>Juniperus horizontalis</i> 'Wiltonii'	Blue Carpet Juniper
<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper
<i>Lantana montevidensis</i>	Trailing Lantana
<i>Malephora crocea</i>	Gray Ice Plant, Coppery Mesemb
<i>Malephora lutea</i>	Rocky Point Ice Plant
<i>Mirabilis multiflora</i>	Four O'Clock
<i>Muehlenbeckia axillaris</i>	Creeping Wire Vine
<i>Myoporum parvifolium</i>	Prostrate Myoporum
<i>Pyracantha fortuneana</i> 'Santa Cruz'	Santa Cruz Pyracantha, Firethorn
<i>Rosmarinus officinalis</i> 'prostratus'	Prostrate Rosemary
<i>Sedum spectabile</i>	Stonecrop
<i>Sphaeralcea grossulariifolia</i>	Goosefoot Mallow
<i>Stachys coccinea</i>	Texas Betony, Scarlet Hedge Nettle
<i>Tradescantia pallida</i> 'Purpurea'	Purple Heart, Wandering Jew
<i>Verbena rigida</i>	Sandpaper Verbena, Coarse Verbena
<i>Vinca minor</i>	Dwarf Periwinkle

Botanical Name	Common Name
Vines	
<i>Antigonon leptopus</i>	Queen's Wreath, Coral Vine
<i>Callaeum lilacaena</i> (=Mascagnia)	Orchid Vine
<i>Campsis</i> sp.	Trumpet Creeper
<i>Cissus trifoliata</i> var. <i>incisa</i>	Grape Ivy, Arizona Grape Ivy
<i>Clematis ligusticifolia</i>	Western Virgin's Bower
<i>Ficus pumila</i>	Creeping Fig
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Hardenbergia violacea</i>	Happy Wanderer, Lilac Vine
<i>Jasminum mesnyi</i>	Primrose Jasmine
<i>Lonicera japonica</i> 'Halliana'	Hall's / Japanese Honeysuckle
<i>Macfadyena unguis-cati</i>	Cat's Claw Vine
<i>Maurandya antirrhiniflora</i>	Snapdragon Vine

Botanical Name	Common Name
Vines	
<i>Parthenocissus</i> sp. 'Hacienda Creeper'	Hacienda Creeper
<i>Polygonum aubertii</i>	Silver Lace Vine
<i>Rosa banksiae</i>	Lady Bank's Rose
<i>Solanum jasminoides</i>	Potato Vine
<i>Tecomaria capensis</i>	Cape Honeysuckle
<i>Vitis arizonica</i>	Canyon Grape
<i>Vitis californica</i>	California Grape
<i>Vitis californica</i> 'Roger's Red'	Rogers Red Grape
<i>Vitis</i> sp.	Grape

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
<i>Agave americana</i>	Century Plant
<i>Agave americana</i> var. <i>aurea-marginata</i>	Yellow Margin Century Plant
<i>Agave americana</i> var. <i>medio-picta</i>	Medio Picta Century Plant
<i>Agave angustifolia</i> var. <i>marginata</i>	Variegated Agave
<i>Agave bovicornuta</i>	Cow's Horn Agave
<i>Agave bracteosa</i>	Green Spider Agave
<i>Agave colorata</i>	Mescal Ceniza
<i>Agave desmettiana</i>	Smooth Agave
<i>Agave filifera</i>	Thread-leaf Agave, Dark Green Agave
<i>Agave geminiflora</i>	Twin-Flowered Agave
<i>Agave havardiana</i>	Havard Agave
<i>Agave montana</i>	Mountain Agave
<i>Agave multifilifera</i>	Chahuíqui
<i>Agave murpheyi</i>	Murphey's Agave
<i>Agave ocahui</i>	Agave Ocahui
<i>Agave ovatifolia</i>	Whale's Tounge Agave
<i>Agave palmeri</i>	Palmer's Agave
<i>Agave parrasana</i>	Cabbage Head Agave
<i>Agave parryi</i>	Parry's Agave
<i>Agave parryi</i> var. <i>huachuensis</i>	Huachuca Agave
<i>Agave parryi</i> var. <i>neomexicana</i>	New Mexico Agave
<i>Agave parryi</i> var. <i>truncata</i>	Artichoke Agave
<i>Agave salmiana</i> ssp. <i>ferox</i>	Ferox Agave
<i>Agave scabra</i>	Rough-Leaved Agave
<i>Agave schidigera</i> 'Durango Delight' [™]	Durango Delight Agave
<i>Agave utahensis</i> ssp. <i>nevadensis</i>	Nevada Agave
<i>Agave victoriae-reginae</i>	Queen Victoria Agave

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
<i>Agave vilmoriniana</i>	Octopus Agave
<i>Agave weberi</i>	Weber Agave
<i>Aloe arborescens</i>	Tree Aloe
<i>Aloe barbadensis</i>	Aloe Vera
<i>Aloe ferox</i>	Tap Aloe, Cape Aloe
<i>Aloe nobilius</i>	Gold Tooth Aloe
<i>Aloe saponaria</i>	African Aloe
<i>Aloe x 'Blue Elf'</i>	Blue Elf Aloe
<i>Aloe x spinosissima</i>	Spider Aloe
<i>Carnegiea gigantea</i>	Saguaro (spear)
<i>Carnegiea gigantea</i>	Saguaro (with arms)
<i>Cereus hildmannianus</i> (= <i>peruvianus</i>)	Peruvian Apple
<i>Cycas revoluta</i>	Japanese Sago Palm
<i>Cylindropuntia acanthocarpa</i> (= <i>Opuntia</i>)	Buckhorn Cholla
<i>Cylindropuntia arbuscula</i> (= <i>Opuntia</i>)	Pencil Cholla
<i>Cylindropuntia bigelovii</i> (= <i>Opuntia</i>)	Teddy Bear Cholla
<i>Cylindropuntia echinocarpa</i> (= <i>Opuntia</i>)	Silver Cholla
<i>Cylindropuntia fulgida</i> (= <i>Opuntia</i>)	Chain-Fruit Cholla, Jumping Cactus
<i>Cylindropuntia ramosissima</i> (= <i>Opuntia</i>)	Diamond Cholla
<i>Cylindropuntia versicolor</i> (= <i>Opuntia</i>)	Staghorn Cholla
<i>Dasyllirion acrotriche</i>	Green Desert Spoon
<i>Dasyllirion longissimum</i>	Stick Palm, Mexican Grass Tree
<i>Dasyllirion wheeleri</i>	Desert Spoon
<i>Echinocactus grusonii</i>	Golden Barrel
<i>Echinocactus polycephalus</i>	Cottontop Cactus
<i>Echinocereus engelmannii</i>	Strawberry Hedgehog
<i>Echinocereus triglochidiatus</i>	Claret Cup
<i>Escobaria vivipara</i> (= <i>Coryphantha</i>)	Common Pincushion
<i>Escobaria vivipara</i> var. <i>bisbeena</i>	Beehive Cactus
<i>Ferocactus acanthodes</i> (= <i>Cylindraceus</i>)	Compass Barrel Cactus
<i>Ferocactus wislizenii</i>	Fishhook Barrel Cactus
<i>Fouquieria splendens</i>	Ocotillo
<i>Hesperaloe campanulata</i>	Bell-flowered Hesperaloe
<i>Hesperaloe funifera</i>	Giant Sword Flower
<i>Hesperaloe nocturna</i>	Night Blooming Yucca
<i>Hesperaloe parviflora</i>	Red Yucca
<i>Hesperaloe parviflora</i> 'Yellow'	Yellow Yucca
<i>Mammillaria tetrancistra</i>	Pincushion / Fishhook Cactus
<i>Nolina bigelovii</i>	Bigelow's Nolina
<i>Nolina matapensis</i>	Treebear Grass
<i>Nolina microcarpa</i>	Bear Grass

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
<i>Nolina nelsoni</i>	Blue Nolina
<i>Nolina texana</i>	Texas Bear Grass, Devil's Shoestring
<i>Opuntia basilaris</i>	Beavertail Cactus
<i>Opuntia chlorotica</i>	Pancake Prickly Pear
<i>Opuntia engelmannii</i>	Englemann's Prickly Pear
<i>Opuntia engelmannii acicularis</i>	Bristly Prickly Pear
<i>Opuntia engelmannii linguiformis</i>	Cow's Tongue, Angel's Wing Cactus
<i>Opuntia erinacea 'erinacea'</i>	Old Man Prickly Pear
<i>Opuntia ficus-indica</i>	Indian Fig Cactus
<i>Opuntia macrocentra</i>	Black Spine Prickly Pear
<i>Opuntia microdasys</i>	Bunny Ears
<i>Opuntia phaeacantha</i>	Mojave Prickly Pear
<i>Opuntia paraguayensis</i>	Paraguay Cactus, Orange Tuna Cactus
<i>Opuntia rivioreana</i>	Orange Tuna Cactus
<i>Opuntia robusta</i>	Silver Dollar Cactus, Giant Prickly Pear
<i>Opuntia santa rita 'Tubac' (= O. violacea 'Santa Rita')</i>	Purple Prickly Pear, Purple Pancake
<i>Opuntia turpinii (= Tephrocactus)</i>	Pine Cone Prickly Pear, Paper Spine Cactus
<i>Oreocereus celsianus</i>	Old Man Of the Andes
<i>Tephrocactus articulatus</i>	Paper Spine Cactus, Pine Cone Cactus
<i>Trichocereus pachanoi (= Echinopsis)</i>	San Pedro Cactus
<i>Trichocereus spachianus (= Echinopsis)</i>	Golden Torch Cactus
<i>Trichocereus sp (= Echinopsis)</i>	Cacti
<i>Yucca aloifolia</i>	Spanish Bayonet
<i>Yucca australis</i>	Australis Yucca
<i>Yucca baccata</i>	Banana Yucca
<i>Yucca brevifolia</i>	Joshua Tree
<i>Yucca constricta</i>	Constricta Yucca
<i>Yucca elata</i>	Soaptree Yucca
<i>Yucca faxoniana</i>	Palm Yucca
<i>Yucca filamentosa</i>	Adam's Needle
<i>Yucca glauca</i>	Soapweed, Narrowleaf Yucca
<i>Yucca gloriosa</i>	Spanish Dagger
<i>Yucca harrimaniae</i>	Harriman's Yucca
<i>Yucca pallida</i>	Pale Leaf Yucca
<i>Yucca recurvifolia</i>	Weeping Yucca, Pendulous Yucca
<i>Yucca rigida</i>	Blue Yucca
<i>Yucca rostrata</i>	Beaked Yucca
<i>Yucca rupicola</i>	Twisted Yucca
<i>Yucca schidigera</i>	Mojave Yucca
<i>Yucca schottii</i>	Mountain Yucca
<i>Yucca thompsoniana</i>	Thompson's Yucca

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
<i>Yucca torreyi</i>	Torrey Yucca
<i>Yucca whipplei</i>	Our Lord's Candle, Chaparral Yucca

Botanical Name	Common Name
Ornamental Grasses	
<i>Achnatherum hymenoides</i> (=Oryzopsis)	Indian Ricegrass
<i>Achnatherum speciosum</i>	Desert Needlegrass
<i>Aristida purpurea</i>	Purple Threeawn
<i>Bouteloua curtipendula</i>	Side-Oats Grama
<i>Bouteloua gracilis</i>	Blue Grama Grass
<i>Calamagrostis x acutifolia</i>	Feather Reed Grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cortaderia selloana</i> 'Pumila'	Dwarf Pampas Grass
<i>Festuca ovina</i>	Blue Fescue
<i>Festuca ovina</i> var. <i>brachyphylla</i>	Sheep Fescue
<i>Helictotrichon sempervirens</i>	Blue Oat Grass
<i>Miscanthus sinensis</i>	Maiden Grass, Japanese Silver Grass
<i>Miscanthus sinensis</i> 'Variegata'	Variegated Maiden Grass
<i>Muhlenbergia capillaris</i> 'Regal Mist'	Regal Mist Muhly Grass
<i>Muhlenbergia dumosa</i>	Bamboo Muhly, Fairy Bamboo
<i>Muhlenbergia emersleyi</i> 'El Toro'	Bull Grass
<i>Muhlenbergia lindheimeri</i> 'Autumn Glow'	Autumn Glow
<i>Muhlenbergia rigens</i>	Deer Grass
<i>Muhlenbergia rigida</i> 'Nashville'	Nashville
<i>Nasella tenuisima</i> (=Stipa tenuisima)	Mexican Feather Grass
<i>Ophiopogon japonicus</i>	Mondo Grass
<i>Pennisetum alopecuroides</i>	Black Moudry
<i>Pennisetum setaceum</i> 'Rubrum' 'Cupreum'	Purple Fountain Grass
<i>Phyllostachys aurea</i>	Golden Bamboo
<i>Pleuraphis rigida</i> (=Hilaria rigida)	Big Galleta Grass
<i>Sorghastrum nutans</i>	Indian Grass
<i>Sporobolus airoides</i>	Alkali Sacaton Grass
<i>Stipa gigantea</i>	Giant Feather Grass, Golden Oats

Botanical Name	Common Name
Perennial (small accent areas only)	
<i>Achillea filipendulina</i>	Fern Leaf Yarrow

Botanical Name	Common Name
Perennial (small accent areas only)	
<i>Agapanthus africanus</i>	Lily of the Nile
<i>Amsonia tomentosa</i>	Desert Bluestar
<i>Anemopsis californica</i>	Yerba Mansa
<i>Artemisia ludoviciana</i>	Prairie Sage
<i>Artemisia ludoviciana albula</i> 'Silver King'	Silver King Artemisia
<i>Artemisia</i> x 'Powis Castle'	Powis Castle Wormwood
<i>Artemisia schmidtiana</i> 'Silver Mound'	Angel's Hair, Silver Mound Artemisia
<i>Astragalus preussii</i>	Preuss' Milkvetch
<i>Baileya multiradiata</i>	Desert Marigold
<i>Berlandiera lyrata</i>	Chocolate Flower
<i>Convolvulus tricolor</i>	Dwarf Morning Glory
<i>Coreopsis lanceolata</i>	Sunray
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Enceliopsis argophylla</i>	Silverleaf Sunray
<i>Epilobium canum</i> (=Zauschneria californica)	Hummingbird Flower
<i>Erigeron divergens</i>	Native Fleabane
<i>Erigeron karvinskianus</i>	Santa Barbara Daisy, Mexican Daisy
<i>Eschscholzia californica</i>	California Poppy, Golden Poppy
<i>Gaillardia aristata</i> (=grandiflora)	Blanket Flower
<i>Gaura coccinea</i>	Scarlet Gaura
<i>Gaura lindheimeri</i>	Gaura
<i>Gazania rigida</i>	Gazania
<i>Iberis sempervirens</i>	Evergreen Candytuft
<i>Ipomopsis arizonica</i> = <i>Gilia aggregata</i>	Skyrocket
<i>Kallstroemia grandiflora</i>	Arizona Poppy, Orange Caltrop
<i>Lavandula</i> sp.	Lavender
<i>Lepidium fremontii</i>	Desert Alyssium
<i>Liatris spicata</i>	Gayfeather, Blazing Star
<i>Linum lewisii</i>	Blue Flax
<i>Lippia repens</i>	Lippia
<i>Liriope gigantea</i>	Giant Lily Turf
<i>Liriope muscari</i>	Lily Turf
<i>Lobularia maritima</i>	Sweet Alyssum
<i>Manfreda maculosa</i>	Texas Tuberose, Spice Lily
<i>Melampodium leucanthum</i>	Blackfoot Daisy
<i>Oenothera caespitosa</i>	Angel Wing/White Evening Primrose
<i>Oenothera elata</i> = <i>O. hookeri</i>	Hooker's Evening Primrose
<i>Osteospermum fruticosum</i>	African Trailing Daisy, Freeway Daisy
<i>Penstemon amphotellae</i>	Mexican Blue Penstemon

Botanical Name	Common Name
Perennial (small accent areas only)	
<i>Penstemon baccharifolius</i> 'Del Rio'	Del Rio Penstemon
<i>Penstemon barbatus</i>	Scarlet Bugler, Scarlet Beardtongue
<i>Penstemon bicolor</i>	Pinto Beardtongue
<i>Penstemon bicolor</i> ssp. <i>roseus</i>	Rosy Two-tone Beardtongue
<i>Penstemon eatonii</i>	Firecracker Penstemon
<i>Penstemon palmeri</i>	Scented Penstemon
<i>Penstemon parryi</i>	Parry's Penstemon
<i>Penstemon pseudospectabilis</i>	Canyon Penstemon
<i>Penstemon rostriflorus</i>	Bridge Penstemon
<i>Penstemon strictus</i>	Rocky Mountain Penstemon
<i>Penstemon superbus</i>	Superb Penstemon, Coral Beardtongue
<i>Penstemon</i> sp.	Penstemon
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Psilostrophe cooperi</i>	Paper Flower
<i>Psilostrophe tagetina</i>	Wooly Paper Flower
<i>Ratibida columnifera</i>	Mexican Hat
<i>Rudbeckia hirta</i>	Black-eyed Susan
<i>Ruellia brittoniana</i>	Wild Petunia
<i>R. b.</i> vars. 'Katie', 'Rosa', 'Blanca'	Dwarf Ruellia
<i>Sphaeralcea ambigua</i>	Globe Mallow
<i>Stanleya pinata</i>	Desert Prince's Plume
<i>Tagetes lemmonii</i>	Mountain Marigold
<i>Tagetes lucida</i>	Mexican Tarragon, Mexican Marigold
<i>Tetraneuris acaulis</i> (= <i>Hymenoxys</i>)	Angelita Daisy
<i>Thymophylla pentachaeta</i> (= <i>Dyssodia</i>)	Golden Dogbane, Golden Dyssodia
<i>Thymophylla tenuiloba</i> (= <i>Dyssodia</i>)	Dahlberg Daisy
<i>Tulbaghia violacea</i>	Society Garlic
<i>Viguiera parishii</i> (<i>deltoidea</i>)	Goldeneye
<i>Xylorhiza tortifolia</i>	Mojave Aster
<i>Zinnia acerosa</i>	Desert Zinnia
<i>Zinnia grandiflora</i>	Prairie Zinnia

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	<i>Asparagus densiflorus</i> 'Meyers'	Foxtail Fern
Groundcover	<i>Asparagus densiflorus</i> 'Sprengerii'	Asparagus Fern
Shrub	<i>Aspidistra elatior</i>	Cast Iron Plant

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	<i>Aucuba japonica</i> 'Variegata'	Gold Dust Plant
Shrub	<i>Berberis aquifolium</i> (=Mahonia)	Oregon Grape
Vine	<i>Bougainvillea</i> sp.	Bougainvillea
Perennial	<i>Canna</i> hybrids	Canna
Agave, etc	<i>Cephalocereus senilis</i>	Old Man Cactus
Perennial	<i>Cuphea llavea</i>	Bat-faced Cuphea
Perennial	<i>Dietes bicolor</i>	Fortnight Lily, Evergreen Iris
Perennial	<i>Dietes vegeta</i> (= <i>iridioides</i>)	Butterfly Iris, African Iris
Perennial	<i>Erysimum linifolium</i>	Wallflower
Shrub	<i>Euryops pectinatus</i>	Yellow Bush Daisy, Euryops Daisy
Shrub	<i>Euryops pectinatus</i> 'Viridis'	Green Bush Daisy
Shrub	<i>Fatsia japonica</i>	Japanese Aralia
Shrub	<i>Genista racemosa</i>	Sweet Broom
Vine	<i>Hedera canariensis</i>	Algerian Ivy
Vine	<i>Hedera helix</i>	English Ivy
Perennial	<i>Hemerocallis</i> hybrids	Daylily Hybrids
Shrub	<i>Hibiscus</i> sp.	Hibiscus
	<i>Hyptis emoryi</i>	Desert Lavender
	<i>Ilex altaclarensis</i> 'Wilsonii'	Wilson Holly
	<i>Ilex cornuta</i>	Chinese Holly
	<i>Ilex cornuta</i> 'Burfordii'	Burford Holly
	<i>Ilex cornuta</i> 'Burfordii Nana'	Dwarf Burford Holly
	<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon Holly
	<i>Ilex</i> sp.	Holly
Perennial	<i>Iris</i> sp.	Iris
Vine	<i>Jasminum polyanthum</i>	Pink Jasmine
	<i>Lagerstroemia indica</i> dwarf	Dwarf Crape Myrtle
Shrub	<i>Ligustrum japonicum</i>	Waxleaf Privet, Japanese Privet
Shrub	<i>Ligustrum lucidum</i>	Glossy Privet
Shrub	<i>Nandina domestica</i>	Heavenly Bamboo
Shrub	<i>Nandina domestica</i> 'Nana'	Dwarf Heavenly Bamboo
Vine	<i>Parthenocissus quinquefolia</i>	Virginia Creeper
Vine	<i>Parthenocissus tricuspidata</i>	Boston Ivy, Japanese Creeper
Shrub	<i>Phoenix roebelenii</i>	Pygmy Date Palm
	<i>Phormium</i> sp.	Flax
Shrub	<i>Photinia x fraseri</i>	Redtip Photinia, Fraser's Photinia
Shrub	<i>Pittosporum tobira</i>	Japanese Mock Orange
Shrub	<i>Pittosporum tobira</i> 'Variegata'	Variegated Mock Orange
Shrub	<i>Pittosporum tobira</i> 'Wheeler's Dwarf'	Wheeler's Dwarf Mock Orange

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	<i>Platycladus orientalis</i>	Oriental Arborvitae
Shrub	<i>Platycladus orientalis</i> 'Aurea Nana'	Golden Arborvitae
Shrub	<i>Podocarpus gracillor</i>	Fern Pine
Shrub	<i>Prunus caroliniana</i> 'Compacta'	Compact Carolina Cherry
Shrub	<i>Raphiolepis indica</i>	Indian Hawthorn
Groundcover	<i>Stachys byzantina</i>	Lamb's Ear
Agave, etc	<i>Stenocereus thurberi</i>	Organ Pipe Cactus
Vine	<i>Trachelospermum asiaticum</i>	Asiatic Jasmine
Vine	<i>Trachelospermum jasminoides</i>	Star Jasmine
Shrub	<i>Viburnum</i> sp.	Viburnum
Vine	<i>Wisteria sinensis</i>	Chinese Wisteria
Perennial	<i>Zephyranthes</i> sp.	Fairy Lily, Rain Lily

**NOT RECOMMENDED (See Nevada Department of Agriculture Noxious Weed List for more:
http://agri.state.nv.us/nwac/PLANT_No WeedList.htm)**

	Botanical Name	Common Name
	<i>Oenothera speciosa</i> 'Siskiyou' (=berlandieri)	Mexican Evening Primrose

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For:



Prepared By:



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INTRODUCTION

Situated in the northwest Las Vegas valley, Kyle Canyon is designed to provide a graceful transition from the suburban development to its south and east with the more rural setting north and west of the site. In order to achieve this overall goal, a community design approach was developed that provided an underlying basis for design decisions throughout the development process. The Community Design Approach is summarized below:

COMMUNITY DESIGN APPROACH

- Strategic distribution of land uses

The master plan places the more intense uses near the US 95 corridor transitioning to lower density uses further away from the highway, reinforcing the transition from suburban development to the nearby rural environment.

- Provide a strong sense of arrival

The primary entry for the master plan is located on Horse Drive west of US 95, providing a gateway element into Kyle Canyon. The entry will be designed to reinforce the rural character of the area. Other entries leading into the community will feature unifying thematic elements.

- Establish a Community Core focal area

Located at the center of the community is an 11 acre Elementary School site along with three Park sites totaling 13.6 acres. The Elementary School and neighboring open space serve as the “heart” of the community.

- Integration of natural desert environment

The existing desert arroyos have been carefully integrated into the community design further blending proposed development with the natural setting of the area. Other than trails and rest areas, the arroyos will primarily be retained in their existing natural condition. Neighborhood parks that provide for more active recreational uses are placed adjacent to the arroyos in several locations to further reinforce a natural transition from the edges of the arroyos to developed parcels within the master plan

- Edge Conditions

The arroyos are generally adjacent to master planned roadways providing not only an interesting visual experience for residents and visitors on their daily travels, but also serve to buffer the development edges of parcels adjacent to the arroyos.

While the arroyos form a key identifying open space character for the community, they will be augmented by open space corridors areas adjacent to the master planned roadways throughout Kyle Canyon. These corridors will feature enhanced landscape, trails for connectivity, and unifying thematic elements. The site planning concept for individual builder neighborhoods adjacent to these open space corridors will encourage designs that use cul-de-sacs or other elements that open up to the edge condition and provide vehicular or pedestrian connectivity. In addition, the architecture of houses adjacent to development edges must be carefully addressed as well. These requirements are further detailed in the Architectural Guidelines section.

- Provide strong connectivity throughout the community

The arroyos described above not only provide visual open space, but also serve as key connectivity elements between and among the various residential neighborhoods and other community amenities, particularly the Community Core Focal Area of the elementary school and adjacent parks. In addition to the arroyos, a network of integrated trails will be provided throughout the community. Builders are encouraged to provide connection points from their parcels to the master planned open space and trail systems.

- Master Planned Open Space

All of the open space described above including arroyos, parks, and open space corridors form the Master Planned Open Space within Kyle Canyon. In total, these open spaces have been designed and located to provide significant community benefit and to allow the parcel builders to concentrate on what they do best...build houses. Thus, common open space within an individual neighborhood, though encouraged, is not required. However, in any case, builders should design their neighborhoods to take advantage of the master planned open space adjacent to their parcels by providing pedestrian connections, mini-parks, or other features which celebrate the open space character envisioned for Kyle Canyon.

ARCHITECTURAL DESIGN CRITERIA

The Architectural Design Criteria for the residential neighborhoods of Kyle Canyon ensure that a cohesive community identity is established, achieved and maintained throughout the project. Considering the long-term timeframe for the build-out of the community, the guidelines focus on “goals” rather than “solutions” in order to provide design flexibility as market trends change over time, while providing assurance to public agencies and potential residents that a high quality of design will be maintained throughout the life of the project.

Architectural Styles

The residential architectural styles should be compatible with the Kyle Canyon setting and be built with materials that are well suited to the harsh desert climate of the Las Vegas valley. The styles that are defined within these Design Guidelines have proven to be

compatible with Las Vegas and its desert climate and may be used throughout Kyle Canyon. However, because of the long-term build out of the community, it is not possible to predict specific architectural styles that may be in favor with the home buying public at any certain point in the future nor what technological advances may occur in building material and design. Thus, other architectural styles may be allowed subject to review and approval by the master developer's Design Review Committee (DRC).

Architectural Style	Identifying Characteristics
Spanish Colonial	· Low-pitched gable roofs · Red barrel or s-shaped roof tiles · ½round arch elements · Deep window or door recess · Detail elements such as iron, wood-plank shutters, clay (or stucco) vent tiles, ceramic tile, etc.
Craftsman	· Low-pitched gable roofs · Flat roof tiles · Projecting eaves · Exposed rafter tails, decorative beams or braces · Front porches · Tapered columns or piers · Accent stone or siding encouraged
European Country	· Steeper roof pitch (at least 6:12) on all or portion of the roof · Predominately flat roof tiles · Informal arrangement of building forms · Detail elements such as segmented arch elements, bay windows, turrets, dormers, or reverse arch shutters.
Italianate	· Low-pitched hip roofs · Flat, barrel or s-shaped roof tiles · Formal box-like building massing · Projecting eaves with decorative brackets or dentils · Vertically proportioned windows, often arched · Detail elements such as quoins, keystones, shutters, palladian windows
Mediterranean	· Low-pitched gable roofs · Red barrel or s-shaped roof tiles · Asymmetrical combination of 1 and 2 story building forms · Entry courtyards · Accentuated tower elements and/or arcades · ½round arch elements at doors and feature windows · Refined decorative detail elements such as, patterned tiles, iron, and plank or panel shutters.
Prairie	· Low-pitched hip roofs · Flat roof tiles · Horizontal emphasis in detailing
Southwestern Ranch	· Low pitched gable roof forms · Flat roof tiles · Rambling horizontal character

Architectural Style	Identifying Characteristics
	· Front porches · Detail elements such as exposed outlookers, rafter tails, z-shutters, brace detail at porch columns, etc.
Tuscan	· Mostly low-pitched hip roofs (occasional gable or cross-gable) · Predominantly barrel or s-shaped roof tiles. · Informal arrangement of building forms reflecting rural character. · Medium to darker color schemes · Detail elements such as accent stone, projecting overhead shutters
Andalusian	· Low-pitched hip, gable, (or combination) roof forms · Red barrel or s-shaped roof tiles · Use of oversized square stucco columns · Detail elements including pre-cast surrounds, “x” motif on porch balustrades and/or stepped balustrades on exterior stairs, miradors,
Contemporary	· Strong use of roof as a design statement, including shed roof forms, flat roofs with parapet, along with gable or hip roof forms · Asymmetrical arrangement of building forms · Bold use of color to accentuate building forms and elements. · Adaptation of traditional design vernaculars, executed with a fresh, contemporary approach · Decorative use of metal or other non-conventional materials, commercial grade windows and doors, riglets and reveals, etc.

Perimeter Edge Conditions

The residential neighborhoods throughout Kyle Canyon will be designed to ensure that visually appealing architecture is located along the perimeter edges of development parcels that are adjacent to master planned roadways, open spaces and other areas subject to public view.

Examples of architectural treatments for residences located along such perimeter edges include, but are not limited to:

- Variety of building massing and forms
- Variation in roof forms
- Architectural treatments and articulation consistent with the front elevation
- Window trim consistent with the front elevation on all windows
- Offset wall planes with a corresponding change in roof element.
- Principal window treatments
- Enhancements such as a patio cover, 2nd story deck or balcony providing vertical or horizontal plane breaks to the façade
- Varying rear setbacks

Single Family Neighborhoods

In addition to the treatment of the perimeter edge conditions described above, the following guidelines ensure a high level of design quality is achieved in the architectural design of residences, resulting in pleasant neighborhood environments for residents and visitors throughout Kyle Canyon.

Building Facades

Building Form

- Variety in building forms is encouraged to provide diversity and visual interest to the neighborhood street scene. The following recommendations are encouraged when designing residential structures:
 - Articulation of wall planes
 - Projections and recesses to provide shadow and depth
 - Simple bold forms
 - Combinations of one and two story forms (and 3-story forms, where allowed)
- Building wall planes, particularly on the front elevation, should be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony.

Building Materials and Colors

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the residence.
- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.
- Adjacent houses and facing houses across a street should use different color schemes.

Roofs

Roof Form and Slope

- Roof treatments, including overhangs, should be consistent with the architectural style of the dwelling.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Kyle Canyon, including the use of gable, cross-gable, hip, shed, or a combination of these roof forms.

- Likewise, variety in roof lines is encouraged to avoid a common roof line along neighborhood streets. Variation of ridge heights, roof forms, and direction of gables is encouraged on adjacent residences.
- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.
- Roof slopes should be consistent with the architectural style of the dwelling.

Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.
- Roof materials should be compatible with the architectural style of the residence.
- Roof materials should have a matte finish to minimize glare.
- Standing seam metal roofs are permitted as an architectural accent element.
- Permitted Materials
 - Clay or Concrete Barrel Tiles
 - Concrete S-tiles
 - Clay or Concrete Flat Tiles
 - Clay or Concrete Shakes
 - Slate
 - Standing Seam Metal
- Prohibited Materials
 - Wood Shake
 - Fiberglass Shingles
 - Simulated Tile including fiberglass or metal
 - Rolled roofing material
- Solar panels should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.

Garages

The overall design of the front façade of a residence should de-emphasize the appearance of garage doors that face the street. Many techniques may be used to achieve this goal, examples of which include, but are not limited to:

- Architectural Elements Forward of the Garage Plane

Architectural elements that are situated forward of the plane of the garage provide visual interest to the street scene while minimizing the appearance of the garage door on the street scene. Examples of such elements include porches, portal elements and courtyard walls.

- Articulation Above the Garage

Architectural elements located over the garage can effectively draw attention away from the garage door and provide strong visual articulation to the front façade. Second floor elements that project forward of the garage plane are particularly effective as they cast a strong shadow across the garage door, minimizing its appearance on the street scene. Examples of such articulation include principal windows with thickened walls and detailing appropriate to the architectural style, balconies, sun decks and miradors (roofed outdoor rooms located on the 2nd floor)

- Articulation in Front of Garage

The use of articulation elements such as free-standing arbor directly in front of the garage door, or an attached trellis element over the entire width of the garage door provide visual interest to the street scene while de-emphasizing the appearance of the garage door.

- Living Spaces Forward of the Garage

Where product width allows, “architecture forward” allows the active living spaces of the house to be the predominate feature of the front elevation, while the garage is setback further from the street.

- Deep Recesses

Deep garage door recesses into surrounding wall planes result in strong shadows being cast across the garage doors, de-emphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

- Extended Roof Elements

The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending its single story roof line across the entire driveway width in front of the garage creates a deep shadow on the garage door, effectively allowing the garage door to “disappear” into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front façade of the home.

- Garage doors should be compatible with the architectural style of the residence. In order to avoid the impact of garage doors, it is encouraged that they be appropriately treated with decorative relief cuts, panels, small decorative windows, etc.
- Decorative window lites, when used, should be appropriate to the architectural style of the residence. Sunburst or wagon-wheel window shapes are not allowed.

Window Openings

- The style of windows, including muntin patterns, should be compatible with the architectural style of the residence.
- Principal Windows

At least one principal window should be used on front elevations, such as:

- A prominent window recessed from the surrounding wall plane.
 - An oversized window or window grouping with trim consistent with the architectural style.
 - An enhanced architectural surround that accentuates a prominent feature window
 - A bay window with detailing appropriate to the architectural style of the residence.
 - A deep pot-shelf with corresponding roof element and corbels.
 - An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.
- All other windows on the front elevations as well as windows on side and rear elevations that are adjacent to perimeter edges should feature trim consistent with the architectural style, or be articulated in a manner subject to approval by the DRC.
 - Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the house or trim colors for each color scheme.
 - Glazing may be either clear or tinted. Reflective glass is not permitted.

- The shape and size of shutters, when used, should be proportionate to the window opening.

Porches

- Porches, when provided, should be designed as an integral component of the building's architecture.
- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:
 - Roof element and tile matching the residence
 - Trellis structure
 - Second floor balcony or overhang

Columns and Archways

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

Trellis and Arbors

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley.

Patio Covers, 2nd Story Decks and Balconies

- Patio covers, 2nd floor decks or balconies should be designed as an integral component of the architecture. Support columns should be proportional to the size of the patio cover, deck or balcony.

Detail Elements

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and be compatible with its architectural style.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

Exterior Lighting

- Exterior lighting fixtures should be compatible with the architectural style of the building

Accessory Structures

- Casitas, guest houses, detached garages, greenhouses, and other similar accessory structures should be compatible in design, materials, and color as the main residence.

Mechanical Equipment

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, and other such devices should not be mounted on any roof.
- Mechanical devices such as exhaust fans, vents and pipes should be painted to match adjacent roof surfaces.
- Ground mounted air conditioning units should be screened from view from streets and open space areas.
- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

Multi - Family Neighborhoods

Building Facades

Building Elevations

All elevations should be well detailed and articulated, incorporating building forms, masses, roof design and authentic details and accent features that are consistent with the architectural style of the building.

Sufficient massing and articulation of building walls should be incorporated into the building design to provide visual interest to building facades and to expansive wall planes. Such articulation may be achieved in a variety of ways, including but not limited to:

- Vertical and/or horizontal offsets of building wall planes
- Covered balconies or sun decks projecting forward of the main building wall plane
- Accentuated building elements such as entries, stair towers, or other similar features that provide horizontal or vertical offsets and break the eave line of the building.
- Incorporating a combination of building heights into the building design

- Stepping back a portion of upper floors, particularly at building corners, where feasible.

Additionally, multi-story buildings should incorporate other height reducing elements such as large open balconies, shed roof forms, material changes, etc.

Materials

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the building.
- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.
- Generally, the color of garage doors should not unduly contrast with the primary base color of the building.

Roofs

Roof Form

- Roof treatments, including overhangs, should be consistent with the architectural style of the building.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Kyle Canyon, including the use of gable, cross-gable, hip, shed or a combination of these roof forms.
- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.
- Roof slopes should be consistent with the architectural style of the building.

Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.
- Roof materials should be compatible with the architectural style of the building.
- Roof materials should have a matte finish to minimize glare.

- Standing seam metal roofs are permitted as an architectural accent element.
- Permitted Materials
 - Clay or Concrete Barrel Tiles
 - Concrete S-tiles
 - Clay or Concrete Flat Tiles
 - Clay or Concrete Shakes
 - Slate
 - Standing Seam Metal
- Prohibited Materials
 - Wood Shake
 - Fiberglass Shingles
 - Simulated Tile including fiberglass or metal
 - Rolled roofing material
- Solar panels are to be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.

Entries

Entry doors and entryways should provide a focal point to each residential unit and should be protected with overhangs, recesses, porches, trellises, or similar architectural features. In buildings where individual unit entries are from an interior corridor, if any, the main entrance into the building should be designed as a focal point of the exterior elevation.

Porches

- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:
 - Roof element and tile matching the residence
 - Trellis structure
 - Second floor balcony or overhang
- Porches, when provided, should be designed as an integral component of the building's architecture.

Courtyards

- Courtyards, when used, should appear as an extension of the architecture of the main building.
- Courtyard walls should be finished to match the building and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the building.

Window Openings

- The style of windows, including muntin patterns, should be compatible with the architectural style of the building.

Principal Windows

At least one principal window per floor should be provided on building elevations, arranged in an aesthetically pleasing composition consistent the architectural style. Principal windows need not strictly be located on each floor, so long as the total number of required principal windows is achieved on any given elevation.

Principal windows are defined as one of the following:

- Oversized window or window grouping
 - A prominent window recessed a from the surrounding wall plane.
 - An enhanced architectural surround that accentuates a prominent feature window
 - A bay window with detailing appropriate to the architectural style of the building.
 - A deep pot-shelf with corresponding roof element and corbels.
 - An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.
- All other windows should feature trim consistent with the architectural style.
 - Trim elements may be stucco, pre-cast, wood, or ceramic tile.
 - Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the building or trim colors for each color scheme.
 - Glazing may be either clear or tinted. Reflective glass is not permitted.
 - The shape and size of shutters, when used, should be proportionate to the window opening.

Patio Covers, Decks and Balconies

- Patio covers, decks and balconies, when provided, should be designed to be in scale and proportion with the architecture of the adjoining building.
- Support columns should be proportional to the size of the patio cover, deck or balcony.

Columns and Archways

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

Trellis and Arbors

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley.

Detail Elements

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and consistent with its architectural style.

Garage Doors

- All garage doors on residential buildings should be recessed from surrounding wall planes.
- Door lites, when used, should be appropriate to the architectural style of the building.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

Exterior Lighting

Exterior lighting fixtures should be compatible with the architectural style of the building

Exterior Stairs

- Exterior stairs should be designed as an integral part of the architecture.
- Stair guardrail design should be consistent with the architecture of the building.

Awnings

- Awnings, when provided, should be designed as an integral part of the architecture.
- Unacceptable awning treatments include metal (except for top-mounted “Bermuda” shutters), untreated fabric, and project names, texts, or logos.

Accessory Structures

Clubhouse, Leasing and Recreation Buildings

- Clubhouses, recreation buildings, and other support buildings should match the architectural style and detailing of the residential buildings.

Storage Buildings

- Storage buildings should have the same level of architectural detailing as the residential buildings within the project.

Detached Garages

- Detached garages, when provided, should use a similar roof treatment and building material as the residential buildings they serve.

Carports

- Freestanding carports should have the same roof design and treatment as the residential buildings within the project.
- Carports should have end walls or other screening devices with architectural detailing similar to the residential buildings.
- Carport color, including roofs, should complement the development.

Trash Enclosures

- Trash enclosures should be constructed of concrete masonry units finished similar to buildings in the development.
- All trash enclosures should have opaque metal gates that are designed compatible with the development.

Non-Architectural Elements

Mechanical Equipment

- No mechanical equipment (air conditioning/heating units, etc.) should be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls at least as tall as the equipment.
- Ground mounted air conditioning units should be screened from view and located away from pedestrian paths and project amenities to the extent feasible.
- Mechanical devices such as exhaust fans, vents, and pipes should be painted to match adjacent roof surfaces.

Vents

- B' type vents for gas appliances, water heaters, and heating units should be painted to match the roof color. Such elements should be located to minimize visual impact to building elevations.

Meters

- Natural gas meters should be grouped and screened behind walls. Builders should contact Southwest Gas for minimum clearances.
- Electrical meters should be ganged and located behind doors. Builders should contact Nevada Energy for minimum clearances.
- Screen walls and electrical enclosures should be designed integral to the project's architecture.

Satellite Dishes

- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

DESIGN REVIEW PROCESS

The Master Developer shall administer all project submittals and approvals for development within Kyle Canyon with regard to the implementation of the Design Guidelines. All development proposals within Kyle Canyon must be approved by the Master Developer prior to submission to any applicable public agency.

As an expression of the Master Developer's vision for Kyle Canyon, the Design Guidelines are intended to provide builders, architects, civil engineers, and others an overall direction in the design process. The criteria contained within the Design Guidelines provides examples of ways in which the vision can be achieved, however, the Master Developer strongly encourages creativity, innovation, and variety throughout the community. Builders may propose other design solutions to project development, as long as the overall intent of the community vision and Design Guidelines is achieved.

All project submittals, whether designed in strict accordance with the design criteria contained herein or with other design solutions not specifically addressed in the Design Guidelines, will be reviewed by the Master Developer to ensure that all projects achieve the goals and objectives of the vision as expressed throughout the Design Guidelines.

All parcel improvements by the builder will require review and approval by the Master Developer. Improvements requiring review include but are not limited to residential product including new construction, commercial and mixed-use projects, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures.

Design Review Committee (DRC)

The Master Developer shall establish a Design Review Committee (DRC) to review each project submittal. The DRC shall consist of representatives from the Master Developer along with an architectural consultant, landscape consultant, and civil engineering consultant. In addition, the DRC may consult with other professional advisors as deemed appropriate. Projects for design review shall be submitted to the Design Review Committee at the address listed below. Complete submissions are required in order for the DRC to make an expeditious review.

DESIGN REVIEW COMMITTEE
c/o Master Developer Name
Street Address
City, State, ZIP

Telephone
Fax:

Submittal Requirements

The following items must be submitted to and approved by the Kyle Canyon DRC prior to submittal to any public agency. Submittals shall be made online to the DRC or by submitting two sets of electronic CDs with all drawings in a scaleable pdf format.

- **Builder Statement**

For each project submittal, the builder shall provide a written summary of how the proposed project fulfills the community character envisioned for Kyle Canyon as expressed throughout these Design Guidelines. Particular emphasis should be given to edge conditions and connectivity.

- **Preliminary Concept Site Plan (Per Production Neighborhood; 1" = 40')**

The purpose of this submittal is to ensure that the overall concept of the neighborhood design, particularly regarding the layout of proposed streets and lots, is consistent with the intent of the design guidelines before the builder begins preparation of tentative tract maps. The following are required elements of the Preliminary Concept Site Plan submittal:

- Conceptual street layout
- Conceptual lot layout
- Proposed pedestrian connections
- Adjacent streets and open space
- Proposed wall types, heights and locations

- **Detailed Development Plan (Per Production Phase; 1" = 40')**

- Proposed street locations and dimensions
- Proposed lot lines and dimensions
- Proposed pedestrian connections
- Pre-plotting of units along parcel edges that are visible from master planned roads and open space
- Building footprints (Model and elevation must be specified)
- Driveway and/or alley placement
- Wall and Fence locations and heights
- Adjacent street(s) and open space

- **Architectural Plans (half size 1/8" scale drawings only)**

- Identify parcel number on title sheet of architectural package and/or on the title block of each page of the submittal
- Floor plans with dimensions
- Dimensioned unit floor plans and building composites for attached and multi-family products
- Floor plan modifications (if any) per architectural style
- Wrap elevations with dimensions for each architectural style (Label architectural style for each elevation)
- Enhanced elevations for corner side and visible side and rear elevations

- Material call-outs and depth of recesses or pop-outs should be identified
 - Floor area calculations including living area per floor, total living area, and garage square footage
 - Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations
 - Site plan for reference
 - All submittals in pdf format on a CD and 1/8" scale hard copy
- Material and Color Package (Maximum Size of Board(s) : 11" x 17")
 - Noted or color coded elevations
 - Primary stucco color(s) (Actual paint chip)
 - Secondary stucco color(s) (Actual paint chip)
 - Accent and trim colors (Actual paint chip)
 - Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture)
 - Roof tile (Actual material and color sample)
- Landscape Plan (1" = 40')
 - Street tree species, size and location
 - Neighborhood entries
 - Planting and fencing details

Plan Check Fees

The following plan check fees shall apply to the design review process:

Submittal Type		Fee
1	Preliminary Concept Site Plan:.....	\$tbd
2	Initial Full Submittal including:	\$tbd
	· Detailed Development Plan	
	· Architectural Plans	
	· Material and Color Sample Board	
	· Landscape Plan	
3	2 nd Submittal addressing comments from Initial Submittal:.....	\$tbd
4	Subsequent Submittals (if necessary):.....	\$tbd per submittal
5	Public Agency Submittals.....	Fee per public agency requirements. Applicant is responsible for any and all public agency fees that apply to the project submittal.

Upon review of the submittal, additional fees may be required to cover expenses incurred by the DRC. The plan check fee shall be submitted to the following:

Design Review Committee
c/o Master Developer Name
Street Address
City, State, ZIP

Telephone:
Fax:

DRC Design Review and Approval Process

The Design Review Committee (DRC), established by the Master Developer, shall review each project submittal. Within 15 working days of receipt of a complete submittal, the DRC shall recommend "approved", "approved with modifications", or "denied". The DRC shall summarize its finding in a written response letter to the Master Developer. The Master Developer shall make the final decision regarding approval of the submittal. If the Master Developer fails to notify the applicant within 30 calendar days as to its decision regarding the project submittal, then the submittal shall be deemed "approved".

The DRC shall review each submission for the design's commitment to overall community development and adherence to the Design Guidelines. The DRC is not responsible for the review of submissions to determine conformance to any applicable codes and standards established by public agencies.

Submittals that are "Approved" by the DRC may then be submitted to public agencies, if required. Submittals that are "Approved with Modifications" or "Denied" shall be revised as necessary and re-submitted to the DRC for approval. All submittals must be approved by the DRC prior to submission to any public agency. Submittals to public agencies must be accompanied by a letter from the Master Developer indicating that the project has been reviewed and approved by the Master Developer.

Administration

Amendment

The Design Guidelines may be amended from time to time by the Master Developer. Any amendment, revision, or update to the Design Guidelines shall be distributed by the Master Developer to the City of Las Vegas for review and comment. Once finalized, the Master Developer will provide the updated Design Guidelines to the parcel owner of record. The parcel owner shall then be responsible to notify and distribute the Design Guidelines to any consultants preparing submittal packages on the parcel owner's behalf.

Prevalence of Declaration

In the event of any conflict between the provisions of the Design Guidelines and the Master CC&R's for Kyle Canyon, the most restrictive shall prevail.

Miscellaneous

All items submitted during the review process shall become the property of the Master Developer. Changes to the approved plans shall be re-submitted to the DRC for approval and shall clearly identify the revision(s).

Prosecution of Work After Approval

After approval of the final plans by the Master Developer, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in these Design Guidelines and the Declarations. The Master Developer or its representative has the right to enter the lot or premises and to inspect the project for compliance with the Design Guidelines or Declarations at any time, without advance notice to the lot owner nor fear of trespass and liability.

Violations

Construction deemed by the Owner to be in violation of approved drawings, the Design Guidelines, or the Master CC&R's shall be corrected as described in the Declarations.

Recordation of Notice

Upon approval of the final plans, the Owner shall, upon written request from the applicant, provide a statement of approval in a form appropriate for recordation. The Owner may also record a notice to reflect any work which has not been approved or any approval previously given which has been revoked.

Rule Making Authority

The Owner adopts these Design Guidelines for the purpose of interpreting, applying, supplementing and implementing the provisions of the Master CC&R's pertaining to the design of site improvements. A copy of the Design Guidelines as from time to time adopted, amended or repealed shall be maintained in the office of the Owner and shall be available for inspection during normal business hours by any applicant or any architect or agent of any such applicant. It shall be the responsibility of the applicant or architect or agent of any such applicant to inform themselves as to any and all such changes of these Design Guidelines.

Liability of Committee

Provided that the Owner acts in good faith, neither the Owner nor any representative thereof shall be liable to any applicant or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or

materials. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether or not the plans are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet Clark County Building Codes.

Professional Advice

The Owner may employ the services of an architect, attorney, land planner, landscape architect or engineer to render professional advice and may charge the cost for services of such a professional to the applicant, but only after the applicant has been informed in advance such compensation shall be so charged.

Date: _____

Submittal Checklist

Builder: _____

Contact Name: _____

Address: _____

Phone No: _____ e-mail: _____

Civil Engineer _____

Contact Name: _____

Address: _____

Phone No: _____ e-mail: _____

Architect: _____

Contact Name: _____

Address: _____

Phone No: _____ e-mail: _____

Landscape Architect _____

Contact Name: _____

Address: _____

Phone No: _____ e-mail: _____

Parcel No. : _____

Land Use Category: _____

Modified Development Standards Zoning Category: _____

DRC Submittal Materials

- _____ Builder Statement
- _____ Preliminary Concept Site Plan
- _____ Detailed Development Plan
- _____ Architectural Plans
- _____ Landscape Plan
- _____ Material and Color Package
- _____ DRC Submittal Fees

LAS VEGAS OFFICE

ROBERT J. GRONAUERrgronauer@kcnvlaw.com
702.792.7000LAS VEGAS OFFICE
8345 W. Sunset Rd.
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181CARSON CITY OFFICE
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Fax: 775.882.0257RENO OFFICE
50 West Liberty Street
Suite 900
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.882.0257

June 23, 2011

Peter Lowenstein
CITY OF LAS VEGAS PLANNING DEPT.
333 No. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

***Re: First Amendment and Restatement to the Development Agreement
Justification letter***

Dear Peter:

This letter is intended to be a justification letter for the first amendment and restatement to the development agreement ("Agreement"). The City of Las Vegas ("City") and Kyle Acquisition Group, LLC entered into a development agreement which became effective on August 8, 2007 ("Original Agreement"). Wachovia Bank, acting as a managing creditor of 41 total creditors, foreclosed on the property on September 23, 2008. A new entity was formed called KAG Property, LLC ("Master Developer"). The Master Developer and City desire to amend, incorporate, restate and supersede the Original Agreement. The property consists of approximately 1,661.8 gross acres of unimproved real property ("Property").

I. PLANNING & DEVELOPMENT OF THE COMMUNITY

One of the primary objectives of the Master Developer is that development of the Property be undertaken in an organized fashion so as to ensure a well-integrated, quality community within appropriate harmonious mix of residential, commercial, open space, recreational and public uses. To further that end, the Property is planned and Master Developer will develop the Property under a single master plan, thoughtfully incorporating residential, commercial and public uses, and market it as a "Master Planned Community". The Master Planned Community will provide desirable housing, employment, commercial centers, public and recreational opportunities for the residents. The Agreement sets forth the terms and conditions of development. Subject to the terms of this Agreement and development rules, Master Developer has the discretion as to the time of commencement, construction, phasing and completion of any and all development of the Master Planned Community. The maximum density for this Property will be 9,000 dwelling units. This is a significant reduction in the density that was originally approved for 16,000 dwelling units. Additionally, a gaming enterprise district and an establishment offering non-restricted gaming is already approved.

DIR-42266

A master homeowner's association will be organized to manage and maintain sidewalks, common landscape areas, any landscaping within the street rights-of-way including median islands, certain parks and private drainage facilities located within common elements.

II. PUBLIC FACILITIES

a) Schools

The Master Developer has agreed to dedicate up to 74.34 acres of property for school sites at no cost to the City or the Clark County School District. Master Developer will construct standard improvements adjacent to the school parcels. The schools will be developed subject to the design guidelines for the Master Planned Community.

b) Fire Protection

The Master Developer has agreed to contribute \$4,100,000 to the City for the sole purpose of construction of a fire station. The Master Developer has further agreed to provide all wet and dry utilities services to the fire station site prior to the date of the fire contribution. The fire station will be constructed and operating within 24 months of this contribution.

c) Regional Transportation Center

The Master Developer has agreed to dedicate up to 2.5 gross acres of land to serve as a transit hub and transfer points for various bus routes at no cost to the City or the Regional Transportation Commission. Master Developer will construct standard improvements adjacent to this parcel.

d) Police Services

Residential developers are required to pay the City \$218 per residential unit for the construction of a Metro substation to serve the Property and the surrounding area. This Metro substation is required to be no more than 1 mile from the Property and must be constructed and in operation within 1 year from the completion of the master planned community.

III. PROJECT INFRASTRUCTURE IMPROVEMENTS

a) Sheep Mountain Parkway

The Property is encumbered by an irrevocable BLM Right-Of-Way grant in favor of the City for the proposed Sheep Mountain Parkway. The City and Master Developer have agreed to reduce the future Sheep Mountain Parkway. In exchange for this reduction in right-of-way, the

Master Developer has agreed to build the permanent detention basin in the Master Planned Community. The Master Developer will remove interim detention basins located within the Sheep Mountain Parkway right-of-way and to locate the permanent detention basin along the Puli Road alignment. The City will receive a cost benefit of approximately \$7,000,000 of future construction costs through the construction of a permanent detention basin.

b) Kyle Canyon Interchange

The Master Developer has agreed to contribute \$2,000,000 to the City for the design, construction or reimbursement to the City (if the interchange is constructed] of the Kyle Canyon Road – US 95 Interchange. Furthermore, the City may use all or some of this contribution for the design of Kyle Canyon Road – US 95 Interchange or design, right-of-way acquisition for construction of several road projects to benefit the Master Planned Community that are outlined in the Agreement.

IV. PARKS

The Master Developer will construct the parks and other recreational amenities within the Master Planned Community. The homeowner's association will maintain certain parks and recreational amenities as defined in the parks agreement.

a) Indian Hills Park

Master Developer will construct Indian Hills Park upon the issuance of the 500th residential permit on the east side of US 95 (located within the Property) or prior to the issuance of the 2000th residential permit for the Master Planned Community. The City will manage and maintain this park.

b) Iron Mountain Park

Master Developer will commence the design and construction of Iron Mountain Park when the City notifies the Master Developer that 4,000 residential permits have been issued and the flood control facilities are in place to protect the park. The City will manage and maintain this park.

The above-mentioned sections do not reflect the entire Agreement, however; these above-mentioned sections represent pertinent parts of the Agreement that have been negotiated. This Agreement is consistent with the goals and policies of the City and is in line with the expectations of development for future master planned communities. Please contact me if you have any questions.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER &
FIORENTINO



Robert J. Gronauer

RJG/mlt

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

DIR-42424 - DIRECTOR'S BUSINESS - PUBLIC HEARING - For possible action on an election of new Planning Commission Officers for the remainder of 2011. Staff has NO RECOMMENDATION.

P.C.: FINAL ACTION

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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City Council Meeting

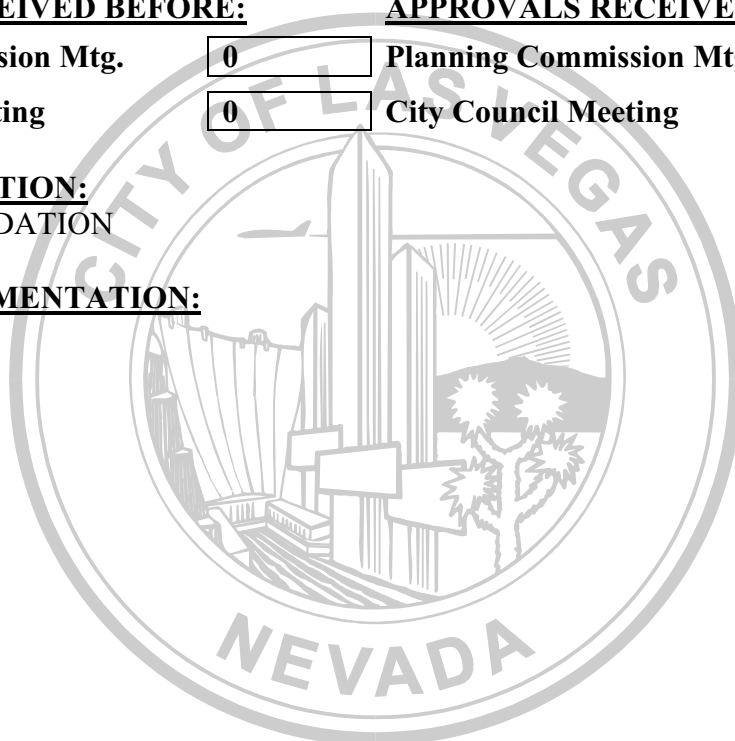
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RECOMMENDATION:

NO RECOMMENDATION

BACKUP DOCUMENTATION:

NONE



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

DIR-42436 - DIRECTOR'S BUSINESS - PUBLIC HEARING - For possible action to amend the City of Las Vegas Planning Commission Rules and Regulations. Staff has NO RECOMMENDATION.

P.C.: FINAL ACTION

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:

City of Las Vegas Planning Commission Rules and Regulations



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

DIR-42500 - DIRECTOR'S BUSINESS - PUBLIC HEARING – For possible action on the appointment of new members to the Downtown Design Review Committee. Staff has NO RECOMMENDATION.

P.C.: FINAL ACTION

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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City Council Meeting

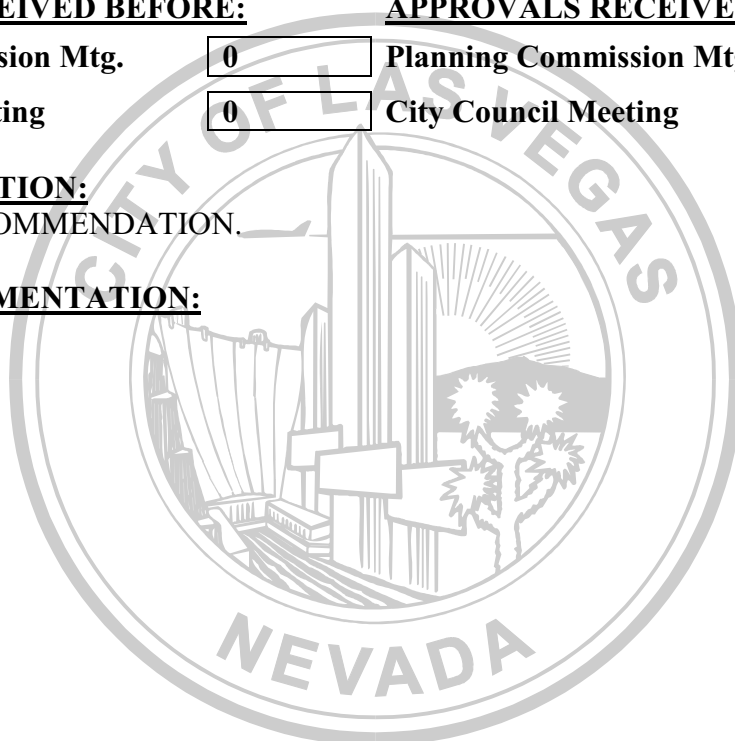
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RECOMMENDATION:

Staff has NO RECOMMENDATION.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

TXT-42360 - TEXT AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action to amend Table 1 of Town Center Development Standards to establish regulations, applicable zoning districts, and requirements for Pet Boarding, Small Wind Energy System and Solar Panel uses. Staff recommends APPROVAL.

THIS ITEM WILL BE FORWARDED TO CITY COUNCIL IN ORDINANCE FORM

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

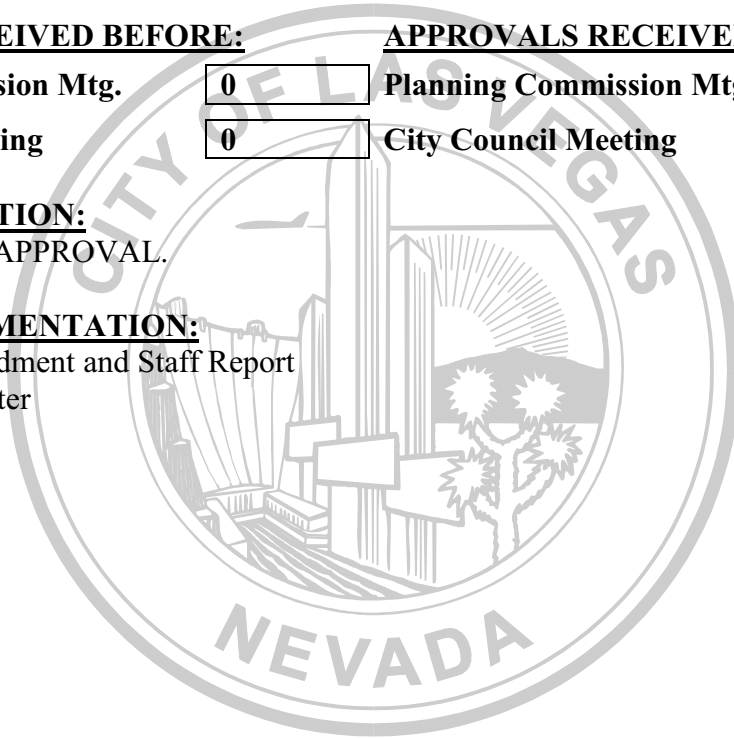
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RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Proposed Amendment and Staff Report
2. Justification Letter





June 23, 2011

Flinn Fagg, Planning Director
City of Las Vegas, Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Town Center Permissible Uses – Pet Boarding

Dear Flinn,

Centennial Gateway is currently in discussions with a prospective tenant for Centennial Gateway, our shopping center at Ann Rd. and Centennial Center Blvd. As you know, this property falls within the Town Center Specially Planned Area and has a zoning designation of SC-TC. The proposed use is a pet boarding facility to include daycare and overnight boarding as well as grooming services. The use will be restricted to indoor care of animals with no outside pens. The tenant intends to occupy 6400 square feet at the Centennial Gateway shopping Center.

The Pet Boarding use is defined under UDC 19.12.010 and is a Conditional Use within a C-1 zoning, however, the use is not contemplated by Section B of the Town Center Development Standards. Town Center does contemplate Animal Hospital/Shelter as a Special Use which mirrors the same in the C-1 zoning.

As long as the same conditions as under the C-1 zoning are followed, Centennial Gateway does not believe that the proposed use represents a danger or nuisance to public health and safety. The use is not inconsistent with other uses within Town Center (including Animal Hospital) and furthermore should be considered an amenity by the local residents.

Centennial Gateway requests that Planning Staff propose a Text Amendment to add Pet Boarding as a Conditional Use within the SC-TC zoning to mirror the current C-1 zoning. If outdoor pens are not desirable in Town Center, we would propose that the use be restricted to indoor only with adequate noise and odor controls.

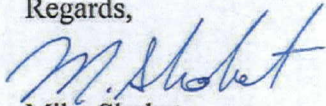
RECEIVED

JUN 27 2011

TXT-42360

Thank you for your consideration.

Regards,

A handwritten signature in blue ink, appearing to read "M. Shohet", written over the printed name.

Mike Shohet

Vice President of Development

RECEIVED

JUN 27 2011

TXT-42360

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: JULY 12, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE PLANNING COMMISSION. NO SUBJECT MAY BE ACTED UPON BY THE PLANNING COMMISSION UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

